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A G E N D A

CITY COMMISSION MEETING

Monday, March 16, 2015

7:00 PM

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Announcements, Acknowledgments and Communications and Reports.

Presentation by Former School Board Member Greg Murray Regarding Intergovernmental Collaboration on Head Start.

5. Adoption of Agenda.
6. Public Participation.
7. Administrative Response to Issues or Questions Raised During Previous Meetings.
8. Approval of Minutes.
9. General Business.

9-A - Request Approval of Agreement with AKT Peerless for Environmental Consulting Services.

9-B - Request City Commission Approval of a Contract Extension for Residential Refuse Collection Services.

9-C - Request City Commission Approval to Contract with Rizzo Environmental Services, Inc., d/b/a Rizzo Services, Inc., (RES) for Waste Disposal Services.

9-D - Request City Commission Approval of a Contract for Utilities Department Management.

9-E - Approve Purchases and Payment of Invoices.

10. Consent Agenda.

10-A - Appointments to Boards, Committees and Commissions.

- Appointment of Robert Petitpren Jr. to the Historical Commission.
- Reappointment of Ethel Bloch to the Board of Review.
- Reappointment of Paul Kropp to the Board of Zoning Appeals.
- Reappointment of Michael Simmons to the Board of Zoning Appeals.
- Reappointment of Susie Wells to the Board of Zoning Appeals.
- Reappointment of Richard Morisette to the Traffic Safety Committee.

10-B - Request Approval to Proclaim April 17, 2015 through May 4, 2015 as White Cane Week and Grant Permission to Conduct Charitable Solicitations.

10-C - Request Approval of the 2015 Downtown Development Authority Calendar of Events.

11. City Manager's Report.

12. Commissioners' Comments.

13. Adjournment.

The City of Mount Clemens will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon one week-notice to the City of Mount Clemens. Individuals with disabilities requiring auxiliary aids should contact the City of Mount Clemens by writing or calling the following:

City Clerk's Office
One Crocker Boulevard
Mount Clemens, Michigan 48043
586.469.6818, Extension 310
911 - TDD

EXPLANATION OF AGENDA – March 16, 2015

Administrative Response to Issues or Questions Raised During Previous Meetings

1. Coordination of Purchases

Commissioner Mentzer specifically requested information regarding a proposed City purchase of computers and whether we could coordinate our purchase with the County. City Administration has followed up on this and we will bring the proposed purchase back with additional information, most likely at the 04/06/15 meeting.

It is my intent to follow up on this subject with the County in a more general/broad fashion vis-à-vis the possibility of collaborating on purchasing activity. Also, I will reopen this discussion as it relates to Macomb Area Communities for Regional Opportunities (MACRO) as well.

2. 15 S. Highland

This property was reviewed and there are no planned or outstanding enforcement actions.

3. 40 Eldredge

A resident inquired about the status of this property, specifically about whether it was to become a rental property. This property is going through the Certificate of Occupancy process in order to become a rental property.

As a reminder, the City did adopt a Residential Rental Restriction Overlay District ordinance in October, 2014. Under that ordinance, residents can pursue establishing districts that could prevent approval of additional rental properties in such districts.

4. Securing/Protecting Vacant Homes

A resident expressed concerns about scrapping activity in Mount Clemens, specifically as it related to vacant homes on Welts. I have contacted Sgt. McFadden and we will investigate ways to address illegal scrapping activity.

5. Sidewalk Program

The City conducted a Work Session of the Mayor & Commission on 03/02/15 regarding the prospect of expanding efforts related to sidewalk maintenance. The next step is for City Administration to bring back a few possible approaches with more specific detail for consideration by the Mayor & Commission.

CITY COMMISSION WORK SESSION

**County of Macomb
State of Michigan**

**March 2, 2015
Conference Room**

A work session of the Mount Clemens City Commission was held on Monday, March 2, 2015, at 6:00 p.m. The meeting was held in the Conference Room of the Municipal Building, One Crocker Boulevard, Mount Clemens, Michigan. Present at this meeting were Mayor Barb Dempsey, and Commissioners Gary Blash, Roger Bunton, Ronald Campbell, Lois Hill and Denise Mentzer. Absent was Commissioner Joseph Rheker. Also in attendance were Steven Brown, City Manager; Michael Murray, City Attorney; and Lisa Borgacz, City Clerk.

PUBLIC PARTICIPATION WAS CONDUCTED.

DISCUSSION REGARDING A CITY SIDEWALK PROGRAM WAS CONDUCTED.

DISCUSSION REGARDING THE CITY'S SNOW EMERGENCY ALERT ORDINANCE WAS CONDUCTED.

Commissioner Bunton made a motion, supported by Commissioner Campbell, to adjourn the meeting. The motion passed unanimously.

The meeting adjourned at 6:51 p.m.

Respectfully submitted,

Barb Dempsey, Mayor

Lisa Borgacz, City Clerk

CITY COMMISSION MEETING

County of Macomb
State of Michigan

March 2, 2015
Commission Chambers

A regular meeting of the Mount Clemens City Commission was held on Monday, March 2, 2015, at 7:00 p.m. The meeting was held in the Commission Chambers of the Municipal Building, One Crocker Boulevard, Mount Clemens, Michigan. Present at this meeting were Mayor Barb Dempsey and Commissioners Gary Blash, Roger Bunton, Ronald Campbell, Lois Hill, Denise Mentzer and Joseph Rheker. Also in attendance were Steven Brown, City Manager; Michael Murray, City Attorney; and Lisa Borgacz, City Clerk.

The meeting was called to order at 7:00 p.m.

ANNOUNCEMENTS, ACKNOWLEDGEMENTS, COMMUNICATIONS AND REPORTS WERE ADDRESSED, ITEM 4.

THE ADOPTION OF THE AGENDA WAS CONSIDERED, ITEM 5.

Commissioner Rheker made a motion, supported by Commissioner Mentzer, to approve the agenda as amended:

1. Consent Agenda Item 10-A was moved to General Business Item 9-E

The motion passed unanimously.

PUBLIC PARTICIPATION WAS CONDUCTED, ITEM 6.

ADMINISTRATIVE RESPONSE TO ISSUES OR QUESTIONS RAISED DURING PREVIOUS MEETINGS WERE RECEIVED, ITEM 7.

APPROVAL OF MINUTES WAS CONSIDERED, ITEM 8.

Commissioner Bunton made a motion, supported by Commissioner Mentzer, to approve the minutes of the City Commission Regular meeting of February 17, 2015, as presented. The motion passed unanimously.

APPROVAL TO ADOPT THE MICHIGAN DEPARTMENT OF TRANSPORTATION RESOLUTION FOR TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDING WAS CONSIDERED, ITEM 9-A.

Commissioner Rheker made a motion, supported by Commissioner Mentzer, to adopt the resolution in support of a conditional commitment to the Michigan Department of Transportation for Transportation Alternatives Program funding. The motion passed unanimously.

APPROVAL TO DISPLAY RIBBONS IN THE PUBLIC RIGHT-OF-WAY IN APRIL FOR SEXUAL ASSAULT AWARENESS MONTH WAS CONSIDERED, ITEM 9-B.

Commissioner Bunton made a motion, supported by Commissioner Blash, to approve allowing Turning Point, Inc. to display teal ribbons on trees, light posts and signage within the public
March 2, 2015

right-of-way in Downtown Mount Clemens during the month of April, 2015, to promote Sexual Assault Awareness Month. The motion passed unanimously.

REQUEST FROM THE SECOND CHANCE NETWORK TO CONDUCT CHARITABLE SOLICITATIONS WITHIN PUBLIC RIGHTS-OF-WAY ON MARCH 12 AND 13, 2015 WAS CONSIDERED, ITEM 9-C.

Commissioner Bunton made a motion, supported by Commissioner Hill, to grant permission to the Second Chance Network to conduct charitable solicitations on March 12 and March 13, 2015, at the following intersections: Harper & Crocker, Gratiot & Cass, Gratiot & Crocker, Groesbeck & Cass, and Groesbeck & Elizabeth, between the hours of 7:30 a.m. to 7:00 p.m., subject to: 1) Second Chance Network providing acceptable Certificate of Liability Insurance which names the City of Mount Clemens as additional insured, includes language specified by the City, and updates the policy's effective and expiration dates to include coverage of the dates requested; and 2) Second Chance Network not to include N. River Road @ I-94 exit and Groesbeck & Church intersection locations as part of the charitable solicitation drive.

The vote on the motion was:

Ayes: Mentzer, Rheker, Blash, Bunton, Campbell, Hill

Nays: Dempsey

The motion passed.

APPROVAL OF PURCHASES AND THE PAYMENT OF INVOICES WERE CONSIDERED, ITEM 9-D.

Commissioner Blash made a motion, supported by Commissioner Hill, to approve purchases and payment of invoices as presented, with the exception of Hi-Tech until further information regarding reciprocal purchase agreements can be reviewed. The motion passed unanimously.

APPOINTMENTS TO BOARDS, COMMITTEES AND COMMISSIONS WERE CONSIDERED, ITEM 9-E.

Commissioner Rheker made a motion, supported by Commissioner Bunton to approve the appointments as presented:

John Brian was appointed to the Historical Commission for a 3-year term, which expires June 30, 2018.

Thomas Hill was reappointed to the Historic District Commission for a 3-year term, which expires January 31, 2018.

John Farah was reappointed to the Retirement System Board of Trustees for a 3-year term, which expires January 31, 2018.

Glenn Voorhess was reappointed to the Retirement System Board of Trustees for a 3-year term, which expires January 31, 2018.

March 2, 2015

Commissioner Lois Hill was reappointed to the Retirement System Board of Trustees for a 3-year term, which expires January 31, 2018.

The motion passed unanimously.

THE CONSENT AGENDA WAS CONSIDERED, ITEM 10.

Commissioner Blash made a motion, supported by Commissioner Bunton, to approve the consent agenda as amended:

In Item 10-B, a request to approve the 28th Annual CROP Hunger Walk on May 3, 2015, was approved.

The motion passed unanimously.

THE CITY MANAGER'S REPORT WAS GIVEN, ITEM 11.

COMMISSIONERS' COMMENTS WERE RECEIVED, ITEM 12.

Commissioner Blash made a motion, supported by Commissioner Bunton, to adjourn the meeting. The motion passed unanimously.

The meeting was adjourned at 8:06 p.m.

Respectfully submitted,

Barb Dempsey, Mayor

Lisa Borgacz, City Clerk

EXPLANATION OF AGENDA – March 16, 2015

Agenda Item No. 9-A

Request Approval of Agreement with AKT Peerless for Environmental Consulting Services

AKT Peerless Environmental & Energy Services has provided environmental consulting services for several years to Dickinson Wright PLLC, the City's environmental attorneys, regarding the methane activity at the former Mount Clemens landfill site. Continuing methane monitoring and reporting to the Environmental Protection Agency (EPA) and the Department of Environmental Quality (DEQ) as well as fine tuning the operation of the active methane venting system are critical stages of the project that make AKT Peerless' continued professional consulting services necessary.

Dickinson Wright PLLC has further advised that no competitive advantage would occur to the City if these professional services were submitted for requests for proposals and in fact, the project would suffer significantly if new environmental consulting services were engaged at this time. Therefore, please find the attached Environmental Services Agreement for calendar year 2015 with AKT Peerless Environmental & Energy Services.

SUBMITTED BY: Jeffrey D. Wood, Public Services Director

RECOMMENDED MOTION: To approve Dickinson Wright PLLC retaining of AKT Peerless to provide professional consulting services on the City's behalf for calendar year 2015, pursuant to the attached Environmental Services Agreement.

March 3, 2015

**VIA E-MAIL AND FIRST CLASS MAIL
CONFIDENTIAL
ATTORNEY CLIENT PRIVILEGED DOCUMENT**

Mr. Timothy J. McGahey
AKT Peerless Environmental & Energy Services
22725 Orchard Lake Road
Farmington, MI 48336-3228

Re: Environmental Services Agreement for Environmental Consulting Services to Support the Active Methane Venting System Including Conducting Methane Monitoring for the Former Mount Clemens Landfill for CY2015

Dear Tim:

Dickinson Wright PLLC ("DW") is pleased to retain AKT Peerless Environmental & Energy Services ("Consultant") on behalf of our client, the City of Mount Clemens ("Client"), to act as its environmental consultant in connection with the performance of the services described in the scope of work attached hereto as Schedule 1 (the "Scope of Work"). Client agrees to compensate Consultant for the performance of the Basic Services and any Additional Services (as such terms are defined in the Standard Terms and Conditions described below) in accordance with the Standard Fee Schedule attached hereto as Schedule 2 (the "Standard Fee Schedule") provided however, the Consultant shall perform the Basic Services for a total not-to-exceed contract price of \$33,750.00 (the "Contract Price").

Schedule 3 sets forth the terms and conditions (the "Standard Terms and Conditions") pursuant to which all work will be performed. **The Consultant shall submit monthly invoices directly to the client at:**

City of Mount Clemens
One Crocker Boulevard
Mount Clemens, Michigan 48043
Attention: Jeff Wood

Mr. Timothy J. McGahey
 AKT Peerless Environmental & Energy Services
 Page 2

with copies to the following address:

Dickinson Wright PLLC
 3600 West Big Beaver Rd, Ste 300
 Troy, Michigan 48084-3312
Attention: Anna M. Maiuri, Esq.

for the professional services completed by the Consultant to date of invoice. Consultant shall look solely to Client for payment and not to DW.

The Consultant must include the following legend at the top of each page of every document: "Confidential/Subject to Attorney-Client Privilege: Do Not Duplicate." Documents which must bear this notice include, but are not limited to, any reports and supporting information such as field notes, records of observations, drafts, drawings, maps, charts, etc. Because the Consultant will be given access to confidential and privileged information, and since the Consultant's communications with DW and with representatives of the Client are intended to be protected by the attorney-client privilege, the Consultant shall ensure that no third parties are given access to such information without first consulting with DW. Any such disclosure would first require the execution of a confidentiality agreement, at the discretion of DW and in substantially the same form as found in Schedule 4 attached hereto.

This letter (the "Engagement Letter"), together with Schedules 1, 2, 3, and 4; the terms of each such Schedule are incorporated herein by this reference, shall serve as our contract once signed and returned by Consultant to DW, and shall also serve as Client's authorization for Consultant to proceed with the performance of the Basic Services. In the event of any conflict between the terms of this Engagement Letter and any of the Schedules hereto, the terms of this Engagement Letter shall be controlling. Consultant agrees to commence the performance of the Basic Services immediately upon authorization.

Very truly yours,

Dickinson Wright PLLC

By: 

Anna M. Maiuri

Mr. Timothy J. McGahey
AKT Peerless Environmental & Energy Services
Page 3

ACKNOWLEDGED, AGREED AND ACCEPTED THIS ____ DAY OF _____ 2015.

AKT Peerless Environmental & Energy Services

By _____

Its _____

AMM:llc
Enclosures

cc: Mr. Steven M. Brown, City Manager, Mount Clemens
Mr. Jeff Wood, Director of Public Services, Mount Clemens

SCHEDULE 1

Consultant's Scope of Work included in Proposal No. PF-16780 dated December 4, 2014.

(See attached.)

**ATTORNEY/CLIENT WORK DOCUMENT
PRIVILEGED AND CONFIDENTIAL**

December 4, 2014

Jeff Wood
City of Mount Clemens
One Crocker Boulevard
Mount Clemens, Michigan 48043

Subject: Calendar Year 2015 Environmental Consulting Services
Former Mount Clemens Landfill
Mount Clemens, Michigan
Proposal No. PF-16780
Project No. 5214F

Dear Mr. Wood:

AKT Peerless appreciates the opportunity to present this proposal to provide environmental consulting services in the rendering of legal advice for the former Mount Clemens Landfill through the end of the 2015 calendar year (December 31, 2015).

If you have any questions or need additional information please contact Timothy J. McGahey or me at (248) 615-1333 or via email at mogaheyt@aktpeerless.com and szocinskit@aktpeerless.com.

Sincerely,

AKT PEERLESS



Thomas R. Szocinski
Project Manager

Enclosure

c.c.: Ms. Anna Maiuri; Dickinson Wright (via email)

**PROPOSAL FOR ENVIRONMENTAL CONSULTING SERVICES
FORMER MOUNT CLEMENS LANDFILL
MOUNT CLEMENS, MICHIGAN**

INTRODUCTION

AKT Peerless appreciates the opportunity to provide environmental consulting services in the rendering of legal advice for the former Mount Clemens Landfill through the end of the 2015 calendar year (December 31, 2015).

Over the past few years, AKT Peerless worked as a team with Jeff Wood (City Public Services Director) and the City's attorney (Anna Maiuri of Dickinson Wright) to develop a cost-effective solution to mitigate the risk associated with the former landfill. In 2011, we engaged the USEPA to install an active methane mitigation system at the former landfill. This system was funded by the USEPA, and resulted in a significant reduction of uncontrolled methane migration at the former landfill. It is imperative that the system be properly monitored and controlled to maintain these reduced methane levels.

The USEPA and MDEQ require that the City of Mount Clemens continue monitoring and maintain the system. In 2013 and 2014, as an additional cost reduction measure, AKT Peerless successfully trained city employees to conduct monthly methane screening. This approach resulted in a significant reduction (over \$30,000) in AKT Peerless' contractor fees last year. In addition, AKT Peerless and Dickinson Wright successfully negotiated a reduced sampling and reporting schedule with the MDEQ in 2014. As you will see below, AKT Peerless has proposed a reduction in proposed fees for 2015 reflecting the training and this reduced sampling and reporting schedule.

The scope of work outlined below was created based on our understanding of regulatory requirements (e.g., USEPA, MDEQ, etc.) and the City of Mount Clemens need to reduce costs. This scope relies heavily on the use of the newly trained city staff to conduct monthly methane screening, while maintaining AKT Peerless involvement for reporting and professional expertise. With these principles in mind, the following scope of work was developed to fulfill the City's regulatory requirements for calendar year 2015.

SCOPE OF WORK

As required by the USEPA and MDEQ, AKT Peerless will provide scope of services outlined in the following table during the 2015 calendar year:

Month (2015)	Task	Actions
January	Methane screening Monthly report Quarterly Technical Advisory Meeting	Mount Clemens staff will conduct methane screening. AKT Peerless staff will be available to answer questions via telephone during these screening events. The results of the screening will be provided to AKT Peerless so that contour maps can be generated and distributed in monthly and bi-annual progress reports. AKT Peerless will complete all necessary reporting to regulatory agencies (e.g., monthly and bi-annual reports). AKT Peerless will also prepare and attend the Quarterly Technical Advisory Meetings (January, April, and July, and October) and any other necessary project meetings.
February	Methane screening Monthly report	
March	Methane screening Monthly report	
April	Methane screening Monthly report Quarterly Technical Advisory Meeting	
May	Methane screening Monthly report	
June	Methane screening Groundwater Monitoring Bi-annual report	
July	Methane screening Monthly report Quarterly Technical Advisory Meeting	
August	Methane screening Monthly report	
September	Methane screening Monthly report	
October	Methane screening Monthly report Quarterly Technical Advisory Meeting	
November	Methane screening Monthly report	
December	Methane screening Monthly report Groundwater monitoring Bi-annual report	

The operating active methane mitigation system requires careful adjustment by a trained professional. As observed during previous calendar years, this system will need periodic adjustment based on the results of monthly methane screening and quarterly groundwater monitoring events. Therefore, AKT Peerless will continue to evaluate the monthly and quarterly data and make any necessary adjustments to the system to optimize methane extraction.

FEES

The fees and expenses for these changes in scope are \$33,750. All subcontracted services and outside project costs will be billed at a cost plus 8 percent. It is important to note that AKT Peerless has provided "in-kind" services through the involvement of Mr. Tony Anthony (Principal). To date, Mr. Anthony has provided over \$60,000 (over 275 hours) of in-kind consulting toward this project. Mr. Anthony will remain involved and will continue to provide in-kind services as the project progresses.

LIMITATIONS

If client chooses to alter the proposed scope of work, then the client shall advise AKT Peerless, and AKT Peerless shall propose alterations to the scope of work and related fees. The client will authorize AKT Peerless in writing to conduct more or less work than defined in this proposal.

AKT Peerless will provide these services using its commercially reasonable best efforts consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

This proposal and the associated costs are valid for 30 days. After 30 days have elapsed, AKT Peerless reserves the right to alter the scope of work and estimated cost. Changes in the scope of work and the estimated price would be dependent on potential changes in the amount of available site information, regulatory requirements, seasons, economic conditions, etc. If necessary, AKT Peerless will provide an altered scope of work and the associated price estimate for approval prior to initiating project activities.

This proposal, including: descriptive material, pricing, discussion of proposed methods to be used or implemented by AKT Peerless, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to AKT Peerless. AKT Peerless is submitting this information for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of AKT Peerless.

TERMS AND CONDITIONS

By signing this proposal, the City of Mount Clemens, agrees to the terms and conditions initially agreed upon between AKT Peerless and the City of Mount Clemens (refer to Dickinson Wright Professional Services Agreement with AKT Peerless). AKT Peerless will prepare and render invoices for work performed to date on a monthly basis. All invoices shall be payable within thirty (30) days of invoice date.

PROPOSAL ACCEPTANCE

For:
Environmental Consulting Services for the 2015 Calendar Year
Former Mount Clemens Landfill
Mount Clemens, Michigan

This proposal submitted by:



Thomas R. Szocinski
Project Manager

December 4, 2014

Mr. Jeff Wood
City of Mount Clemens
Proposal No. PF-16780
Project No. 5214F

Total (Not to Exceed): \$33,750

*Note: To date, AKT Peerless has provided over \$60,000 of in-kind services to the City of Mount Clemens for this project. Mr. Anthony will remain involved and will continue to provide in-kind services as the project progresses.

ACCEPTANCE: _____

PRINTED NAME: _____

FOR: _____

TITLE: _____

DATE: _____

SCHEDULE 2

Standard Fee Schedule

(See attached.)

AKT PEERLESS ENVIRONMENTAL & ENERGY SERVICES

CONSULTING AND ENGINEERING SERVICES:

SCHEDULE OF PROFESSIONAL SERVICES FEES AND LIST OF EQUIPMENT, MATERIAL AND EXPENSE RATES

January 1, 2014

Professional Service Fees

	<u>Rate</u>
Principal Environmental & Energy Services	\$ 220.00/hr
Senior Project Manager	140.00 to 190.00/hr
Senior Environmental Engineer	110.00 to 160.00/hr
Senior Geologist/Hydrogeologist	95.00 to 140.00/hr.
Senior Consultant & Compliance Specialist	95.00 to 140.00/hr
Senior Environmental/Energy Consultant	95.00 to 140.00/hr.
Senior Incentive Specialist	140.00 to 160.00/hr
Project Manager	75.00 to 110.00/hr
Incentive Specialist	120.00 to 140.00/hr.
Environmental Engineer	90 to 110.00/hr.
Geologist/Hydrogeologist	60.00 to 110.00/hr.
Environmental/Energy Consultant	60.00 to 110.00/hr.
Environmental Consultant & Compliance Specialist	95.00 to 105.00/hr.
Senior Field Technician	65.00 to 75.00/hr
Field Technician	55.00/hr
Field/Probe Operator	65.00 to 125.00/hr
Technical Support	65.00 to 95.00/hr
CAD Operator	55.00 to 80.00/hr
Administrative Support	45.00/hr to 55.00/hr

Field Equipment

	<u>Rate</u>
Water Level Indicator	\$ 35.00/day
Interface Probe	45.00/day
Meter: Low Flow	125.00/day
Meter: Turbidity	50.00/day
Meter: Quad Gas Meter	75.00/day
Meter: OVM-Photoionization Detector (PID)	75.00/day
Pump: Peristaltic	35.00/day
Pump: Grundfos/Whale	50.00/day
Magnetic Locator	25.00/day
Utility Locator	100.00/day
Ground Penetrating Radar or Electromagnetic Profiler	500.00/day
Transit Survey Equipment	75.00/day
Geoprobe® with Operator	1,250.00/day
Electricity Generator	75/day
Concrete Core Cutter	175.00/day
Smoke Machine	150.00/day
Field Office and Travel Trailer	150.00/day
Support Vehicle (Local (60-mile radius), full day)	75.00/day
Support Vehicle (Over 60-mile radius, full day)	150.00/day
Support Vehicle (Out of State, full day)	200.00/day

Field Material/Expense

	<u>Rate</u>
Mileage	\$ 0.50/mile
Meals	cost plus 15%
Lodging	cost plus 15%
Postage	cost plus 15%
Report Copies (<200 pages)	75.00/copy

Field Equipment Air Quality

	<u>Rate</u>
Environmental Quality Meter	\$50.00/day
Moisture Meter	20.00/day
XRF Lead Paint Analyzer (based on project duration)	TBD/day
Dry Calc Pump Calibration Unit	75.00/day
Drager Accuro (colorimetric detector tubes)	35.00/day
High Volume Pump (3-30 LPM)	25.00/day
Low Volume Pump 0.5-4 LPM)	25.00/day
EMS IAQ Microbial Sampling Pump	50.00/day
Inspection Bore Scope (fiber optic)	75.00/day
Phase Contrast Microscope (PCM) and Supplies	35.00/day
Lead/Cadmium Survey Chip Sampling Kit	35.00/day

SCHEDULE 3 Standard Terms and Conditions

These Standard Terms and Conditions are incorporated into and made a part of that certain Engagement Letter to which this Schedule 3 is attached.

1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Engagement Letter.

2. Qualifications. Consultant represents that it employs trained and qualified personnel with experience in providing the services sought by Client and desires to perform the work and related activities pursuant to and in accordance with the Engagement Letter, Schedule 1, Schedule 2 and Schedule 3 thereto (all of such documents, together with each accepted Change Order, are collectively referred to herein as the "Services Agreement.")

3. Basic Services. The Consultant agrees to supply all materials, tools and equipment, and perform such labor and services as are or may be necessary to perform the Scope of Work in accordance with the Standard Fee Schedule. All of the services described in this Section 3 to be performed are hereinafter referred to as the "Basic Services".

4. Additional Services. Changes in the Basic Services may be accomplished after the execution of this Services Agreement pursuant to an accepted "Change Order" (as described in Section 5 below). Any and all work performed outside the scope of the Basic Services shall be hereinafter referred to as "Additional Services" and shall only be performed pursuant to an accepted Change Order. Additional Services shall include, without limitation, any additional work that may be required by Client and shall be performed in accordance with an accepted Change Order. The cost of the Additional Services shall be computed based on the Standard Fee Schedule. In the event the Standard Fee Schedule does not set forth the unit cost of a particular task or service, the cost of such service or task shall be that unit cost customarily charged for that service or task within the industry. The Basic Services and the Additional Services are collectively referred to herein as the "Services." Work performed outside of the Basic Services and not pursuant to an accepted Change Order shall be done at the sole cost and expense of Consultant.

5. Change Orders. A Change Order shall be substantially in form and content of Exhibit "A" attached hereto, and shall specify (a) the Additional Services to be performed; (b) the cost of the Additional Services; (c) any changes in work schedule required to perform the Additional Services; and (d) such other information as Client may reasonably request. An accepted Change Order is a Change Order that has been signed by the Consultant and Client. Each valid Change Order shall be deemed an addendum to the Services Agreement and shall be subject to all of the terms and conditions contained herein. The parties acknowledge and agree that this Services Agreement, the Scope of Work and any valid Change Order shall establish the Consultant's scope of work.

6. Compensation. The Consultant shall perform the Basic Services for a cost not to exceed the Contract Price. The Consultant shall perform the Additional Services for a total cost not to exceed the amount set forth in the accepted Change Order covering those Additional Services.

7. Payment; Notice of Objection. The Consultant's invoices for work performed shall be submitted monthly and terms are net cash, payable within 45 days in U.S. dollars from Client's receipt of the invoice unless a Notice of Objection (as hereinafter defined) is sent to Consultant. Invoices shall be submitted directly to Client with a copy to Client's legal counsel. Client shall either acknowledge that the work invoiced has been performed satisfactorily in accordance with this Services Agreement or notify the Consultant of any objection(s) thereto (the "Notice of Objection") within seven (7) days from Client's receipt of the invoice. A Notice of Objection shall specify the basis for the objection and to the extent possible, shall state practicable steps to be taken to resolve the objection. If the objection is based on poor workmanship or that the invoiced Services were not performed in accordance with the Services Agreement, any and all work performed by the Consultant to remedy the objection shall be performed at the Consultant's sole cost and expense and shall not be invoiced to Client. Once the work that is the subject of a Notice of Objection has been completed, the Consultant shall resubmit the invoice covering such Services performed.

8. Time Schedule. The Consultant shall perform the Services in accordance with the requirements, standards, specifications and schedules set forth in this Services Agreement and any accepted Change Order(s) by the date specified in the Engagement Letter. Upon the occurrence of an event causing, or which may cause, a delay in the performance of the Services, or the discovery of any unforeseen circumstance while performing the Services which may increase the cost of the Services, the Consultant shall promptly notify the Client of such fact and shall: (a) specify the nature of the delay; (b) explain whether and why the delay was or may be caused by an event beyond the Consultant's control; (c) state what actions were taken or will be taken to minimize damage and/or delay; (d) state how further damage or delay can be avoided; (e) state the anticipated length of the delay and the effect the delay will have upon the performance of the Services; and (f) explain why the circumstances could not have been foreseen by the Consultant.

If the delay was caused by a failure of the Consultant (or any subcontractor thereof) to perform the Services the Consultant shall bear the cost of the additional work necessitated by the event which caused the delay in the performance of the Services. Otherwise, the parties hereto shall negotiate in good faith to address the increased costs of such delay or unforeseen circumstance.

If the Client does not promptly receive the notification described in this Section 8, the Consultant shall bear any increase in costs arising out of the delay.

9. Professional Standards. The Consultant is providing professional services to Client as specified in the Services Agreement, any accepted Change Order(s) or under any related agreement, and in accordance therewith, the following provisions shall apply:

The Consultant represents, warrants and covenants to Client that: (a) it knows the nature and scope of the Services and that it is familiar with the type of problems and hazards typically encountered in conducting the Services at a parcel such as the Site; (b) that it has the capability, experience and resources to perform the Services as required hereunder; (c) that the Services will be performed in a timely, professional and workmanlike manner in accordance with the highest professional standards employed in the industry; (d) that all Services shall be performed safely and shall comply with: (i) all applicable federal, state and local laws, ordinances, regulations, orders and directives; (ii) all written policies made available to the parties by the United States Environmental Protection Agency or the Michigan Department of Environmental Quality; (e) that all cost estimates, approvals, recommendations, opinions and decisions by the Consultant have been and shall be made on the basis of the Consultant's experience, qualifications, and professional judgment; and (f) the Contract Price is a fair and adequate price for the performance of the Basic Services. In the event that the Consultant's failure to comply with the technical requirements of the Services, or fails to comply with this Services Agreement, including any Change Order(s), requires the Consultant to perform a particular task again, the Consultant shall be responsible for the costs incident to performing that task again.

10. Confidentiality. The Consultant hereby agrees that the Consultant shall consider all work performed for Client and the results thereof, including, but not limited to, any reports or test results (hereinafter "Confidential Information"), as confidential and proprietary to Client to be shared only with Client and Client's legal counsel. The Consultant agrees that any and all information provided to the Consultant in connection herewith shall also be considered Confidential Information that shall not be disclosed to others.

The Consultant further agrees that it will not, without the prior written consent of Client, publish or otherwise divulge or disclose, or discuss with anyone, the Confidential Information irrespective of the source of such Confidential Information, other than publications thereof to Client and Client's legal counsel, and parties designated by either Client or Client's legal counsel. The Consultant shall take all reasonable precautions to assure that such Confidential Information is not used by or disclosed to others, directly or indirectly, other than as provided herein. Said precautions shall include, but not be limited to, the following: (a) advising all of the Consultant's directors, officers, agents, employees and representatives, including, but not limited to, subcontractors, laboratories, technicians, engineers and consultants retained by the Consultant, of such privileged, confidential, and proprietary status, and securing verbal or written agreements to honor same, (b) refraining from publishing or divulging any such information in breach of the intent hereof, and (c) labeling all written communications and records of such Confidential Information as "Confidential."

11. Insurance. Unless otherwise set forth in the Scope of Work, the Consultant shall maintain insurance coverage in the forms and in at least the amounts specified below, and such policies shall name Client and DW as additional insureds:

Commercial General Liability	\$1,000,000 per occurrence/2,000,000 aggregate
Automobile Liability	\$1,000,000 per occurrence/2,000,000 aggregate
Professional Errors and Omissions	\$1,000,000 per occurrence/2,000,000 aggregate
Consultant Pollution Insurance	\$1,000,000 per occurrence/2,000,000 aggregate
Consultant Liability Coverage	\$1,000,000 per occurrence/2,000,000 aggregate
Workers' Compensation	\$1,000,000 per occurrence/2,000,000 aggregate
Hazardous Waste Transport Insurance (if applicable)	\$1,000,000 per occurrence/2,000,000 aggregate

The Consultant shall furnish to Client certificates of insurance showing the coverages and limits of liability above stated. The Consultant's insurance shall be primary and not be entitled to contribution from any insurance maintained by Client, if any. The above insurance limits are minimum requirements and do not constitute limits on the Consultant's liability.

As set forth in Section 19(b) below, the Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

If the Consultant neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Client may, at its option, either terminate this Services Agreement or procure such insurance and adjust the Contract Price downward by the reasonable amount of premiums paid or to be paid.

All insurance shall be written by companies with an AM Best rating of "A" or higher and shall be written on an "occurrence" basis. Such certificates shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by Client.

12. Indemnification. The Consultant shall indemnify, hold harmless and, at Client's option, defend Client, and its present and future directors, officers, members, shareholders, partners, employees, representatives and agents, including successors and assigns of the foregoing, from and against any and all claims, losses, damages, liabilities and expenses (including costs of defense, arbitration, settlement and reasonable attorneys' fees) for death of or bodily injury to any person, destruction of or damage to any property, loss of any property rights or entitlement, contamination of or adverse effects on the environment, or violation of governmental laws, regulations or orders, if and to the extent they result from, arise out of or are in connection with (a) any negligent or willful act or omission of the Consultant, its directors, officers, members, shareholders, partners, employees, agents, representatives, successors and assigns, or its subcontractors, or (b) the Consultant's breach of any term or provision of this Services Agreement or any accepted Change Order(s). The Consultant shall not be responsible for any claim, loss, damage, liability or expense to the extent caused by the negligence or willful misconduct of Client, its directors, officers, members, shareholders, partners, employees, representatives or agents. The obligations of indemnification imposed by this section shall survive the termination of this Services Agreement and the completion of the Services.

13. Termination. Client may terminate this Services Agreement in whole or from time to time in part, as well as any outstanding accepted Change Order(s) at any time by written notice to the Consultant. Upon such termination, the Consultant agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Consultant, Client shall pay the Consultant in accordance with Subsection 13(c) below.

(a) Upon receipt of any such notice, the Consultant shall, unless the notice otherwise directs, immediately discontinue the Services on the date and to the extent specified in the notice; place no further orders or contract with subcontractors for material, equipment, services or facilities, except as may be necessary for the completion of such portion of the Services as is not discontinued, if any; promptly make every reasonable effort to procure cancellation upon terms satisfactory to Client of all orders and subcontracts to the extent they relate to the performance of the discontinued portion of the Services and shall thereafter do only such work as may be necessary to preserve and protect work already in progress and to protect materials, plants and equipment on the Site or in transit thereto.

(b) Upon such termination, the obligations under this Services Agreement shall continue as to that portion of the Services already performed and as to bona fide obligations assumed by the Consultant prior to the date of termination.

(c) Upon termination, the Consultant shall be entitled to be paid the full cost of all Services properly completed by the Consultant to the date of termination not previously paid for. Payment of the final amounts due hereunder shall be made in accordance with Section 7 of these Standard Terms and Conditions.

14. Independent Consultant. It is expressly understood that the Consultant is an independent contractor and that neither Consultant nor its employees or subcontractors are servants, agents, employees or representatives of Client. Client shall not be held as a party to any subcontract entered into by the Consultant to perform the Services. The Consultant shall have sole responsibility and control in implementing and supervising the performance of the Services, including all safety matters. The Consultant shall be liable for the acts and omissions of its subcontractors.

15. Handling and Disposal of Generated Waste. Consultant shall test, transport, manage and/or dispose of waste materials generated in the performance of the Services in accordance with this Services Agreement and federal, state and local laws and relevant regulations, including obtaining all necessary permits and preparation of all manifests; the Client will be responsible to sign the manifest. Waste materials as used in this section include, but are not limited to, contaminated samples and/or drilling residuals, discarded safety equipment, safety and/or work clothes, equipment, decontamination wash waters and well purge waters. The Consultant agrees to indemnify and hold harmless Client, its directors, officers, members, shareholders, partners, agents, employees, successors and assigns from and against all claims, losses, damages, liabilities and expenses (including costs of defense, arbitration, settlement and reasonable attorneys' fees) of every type whatsoever, which Client, its directors, officers, members, shareholders, partners, agents, employees, successors and assigns may incur or suffer due to or arising out of or in connection with the Consultant's failure to comply with this Section 15.

16. Samples. Samples, including but not limited to soils, surface and/or groundwater, asbestos, radon and others generated as the result of Services, may contain substances defined as hazardous by federal, state and/or local regulations. The Consultant agrees to dispose of such samples per the procedure outlined in Section 15 of these Standard Terms and Conditions unless such samples have been delivered to Client upon Client's written request therefore.

17. Records and Documents. All reports, documents, information and any materials generated by or furnished to the Consultant under this Services Agreement or any accepted Change Order, as well as any plans, specifications or other similar materials provided to the Consultant or any subcontractor by Client, shall be and remain the property of Client and shall be returned to Client immediately upon Client's request therefore. The Consultant shall not use any such reports, documents or information developed during performance of the Services or any such materials for any other purpose without the prior written consent of Client. Client shall have the unfettered right to make any use it deems appropriate of such reports, documents, information and/or similar materials.

18. Retention of Records. The Consultant shall maintain records and documents relating to performance of the Services hereunder for a period of six (6) years after completion of the Services.

19. Subcontractors.

(a) Engagement of Subcontractors. The Consultant shall not employ the services of or hire any subcontractor that has not first been approved of in writing by Client. The Consultant represents and warrants that it shall not present a subcontract to Client for review and approval unless after due diligence the Consultant shall in good faith believe that the subject subcontractor has sufficient minimum assets and the necessary ability, experience and equipment to satisfactorily perform the services required of it under its subcontract and that the subcontract itself meets the obligations herein imposed.

(b) Insurance. The Consultant shall include in all subcontracts the minimum coverages (as set forth in Section 11 of these Standard Terms and Conditions) and limits of liability to be provided by the subcontractor during the term of said subcontractor's engagement hereunder and until two (2) years after completion of the Services. Insurance provisions contained in all subcontracts, as well as all certificates of insurance provided by any subcontractor, shall be subject to review and approval by Client, which approval will not be withheld unreasonably. Except as Client shall otherwise approve, all such subcontractors shall provide to the Consultant and Client certificates of insurance as required by their subcontract, and such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by the Consultant and Client. In the event either the Consultant or Client receives any such notification, it shall promptly notify the other party. If an insurance policy is canceled or reduced in coverage by any subcontractor performing Services at the Site, the Consultant shall immediately suspend the Services of that subcontractor, and allow the subcontractor seven (7) days within which to secure insurance coverage identical to that provided in the canceled or reduced policy. If the subcontractor fails within seven (7) days to secure insurance coverage identical to that provided in the canceled or reduced policy, the Consultant shall terminate the particular subcontract or assignment at issue and, if necessary, replace the defaulting subcontractor with a separate subcontractor approved by Client. To the extent a temporary stoppage of work is caused by the reduction or cancellation of insurance coverage by a subcontractor or assignee, Client shall not be responsible for any costs related to that work stoppage, except as provided in this subparagraph (b). The Consultant agrees that it will indemnify and hold Client harmless in the event any subcontractor fails to maintain the coverages shown in its certificates of insurance while that subcontractor is performing any Services.

20. Laboratory Subcontractors. The Consultant shall only use laboratories that are and shall be, throughout the performance of the Services, accredited under appropriate accreditation programs and whose methods and analytical results will have adequate quality assurance/quality control ("QA/QC") procedures and back-up to permit evidentiary use of such results in any court or before any tribunal without successful challenge to the accuracy and validity thereof. All Services hereunder shall be performed under the management of persons holding current credentials of an appropriate nature. Client shall retain the right to withdraw approval as to any particular laboratory subcontractor upon any reasonable basis. Upon such withdrawal of approval, the Consultant shall terminate said subcontract and hire a new laboratory subcontractor as herein provided.

21. Notices Received by Consultant. The Consultant shall immediately notify Client of its receipt of any report, citation, notice or other writing (and deliver a copy thereof to Client) by or from any governmental or quasi-governmental authority or from any third party relating to the Site and/or the condition thereof not being in compliance with any applicable environmental law. The Consultant shall also immediately notify Client of any release or threatened release of any hazardous waste (as such term is defined under any federal, state or local law) which occurs on the Site during the term of this Services Agreement.

22. Assignment. The Consultant shall not assign any of its rights or obligations under this Services Agreement or any document executed in connection herewith, including, without limitation, Change Orders, without the prior written consent of Client.

23. Applicable Law and Dispute Resolution. This Services Agreement shall be interpreted and the rights and obligations of the parties shall be determined in accordance with the laws of the State of Michigan.

24. Entire Agreement. This Services Agreement constitutes the entire understanding and agreement between the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, whether written or oral, of the parties.

25. Severability. If any portion of this Services Agreement is judged illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect any other portion of this Services Agreement.

Standard Terms and Conditions

Change Order No. _____

Change Orders
Additions/Deletions

Project No.

Date:

Requested By:

Site:

Reason for Additional Services:

Description of Change Order:

Cost of Additional Services:

Total Cost of Change Order No. \$ _____

This Change Order is hereby made a part of and incorporated into the Services Agreement between Client and Consultant dated _____. All work performed pursuant to this Change Order shall be performed in accordance with and shall be governed by the terms and conditions of said Services Agreement.

Agreed to and accepted:

“Consultant”

“Client”

By: _____

By: _____

Its: _____

Its: _____

SCHEDULE 4

Privilege and Confidentiality Agreement

(See attached.)

BLOOMFIELD 9993-2 1478878v1

PRIVILEGE AND CONFIDENTIALITY AGREEMENT

This Agreement is made this _____ day of _____, 2015 between Dickinson Wright PLLC (the "Firm") and undersigned AKT Peerless Environmental & Energy Services ("Consultant") concerning Consultant's agreement to maintain as confidential certain information provided by the Firm to Consultant.

WITNESSETH

WHEREAS, the Firm represents the City of Mount Clemens ("Client") with regard to providing environmental legal services concerning the former City of Mount Clemens Landfill.

WHEREAS, the Firm needs technical assistance and advice concerning the property, to assist the Firm in representation of Client;

WHEREAS, the Consultant has expressed an interest in providing such technical assistance and advice to the Firm ("Work");

WHEREAS, such information as will be provided by the Firm to the Consultant, must remain privileged and confidential, so that it is protected by the attorney work product doctrine and the attorney-client privilege;

WHEREAS, such information that the Consultant will obtain, discover, or generate during the course of the Work must remain confidential; and

In consideration of the Firm tendering the Consultant's services constituting the Work, the Consultant hereby agrees and covenants as follows:

1. All information, materials, or documents regarding the Firm or Client, its personnel or activities, including, but not limited to, the information included in the environmental assessment, health and safety assessment and the information developed or discovered during the course of the Work, if any ("Confidential Information"): (a) shall be maintained as Client's confidential property, (b) shall not be used for Consultant's own benefit, (c) shall not be disclosed, in whole or in part, to any non-party to this Agreement, except with permission from the Firm, and (d) shall not be provided or revealed to any governmental agency or body, except at the direction of the Firm.

2. The Consultant further agrees that it will not, without the prior written consent of Client, publish or otherwise divulge or disclose, or discuss with anyone, the Confidential Information irrespective of the source of such Confidential Information, other than publications thereof to Client and Client's legal counsel, and parties designated by either Client or Client's legal counsel. The Consultant shall take all reasonable precautions to assure that such Confidential Information is not used by or disclosed to others, directly or indirectly, other than as provided herein.

3. At the completion of the Work or upon receipt of written request of the Firm, the Consultant must return to the Firm all original documents and written information provided to or

prepared by the Consultant in connection with this matter. The Consultant may retain a copy of the documents and written information for its files.

4. The Consultant shall label every document with the following legend at the top of every page: "Confidential/Subject to the Attorney-Client Privilege: Do Not Duplicate."

5. The Consultant's obligation under this Agreement to maintain confidentiality shall not apply to such information:

(a) disclosed in a patent copyright, or otherwise contained in the public domain through no fault of the Consultant; and

(b) obtained by the Consultant in writing from a non-party lawfully in possession of it and under no confidentiality obligations as to it.

6. The Consultant shall take all reasonable precautions to assure that the Confidential Information is not used by or disclosed to others, directly or indirectly. Said precautions shall include advising all of Consultant's directors, officers, employees, agents, and representatives, including but not limited to, attorneys, subcontractors, laboratories, technicians, engineers and consultants retained by the Consultant, of such privileged, confidential, and proprietary status, and securing written agreements to honor same. In the event the Consultant subcontracts any of the Work, such subcontractors shall sign a confidentiality agreement in the form of this Agreement.

7. The party that has substantially prevailed in any action brought to enforce this Agreement shall be entitled to collect its costs of enforcement of this Agreement from the other party, including reasonable attorney's fees. Consultant acknowledges that breach of this Agreement would cause Client immediate and irreparable harm for which payment of money would not adequately compensate Client. Therefore, Client shall be entitled, in addition to any other remedies available at law or in equity, to injunctive relief for any such breach without proof of actual damages or the posting of bond or other security.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

ACCEPTED AND AGREED TO:

AKT PEERLESS ENVIRONMENTAL & ENERGY SERVICES

BY: _____
Timothy J. McGahey

DATED: _____

ITS: _____

BY: _____
Thomas R. Szocinski

DATED: _____

ITS: _____

DICKINSON WRIGHT PLLC

BY: Anna N. Mann

DATED: 3-3-15

ITS: ATTORNEY FOR CITY OF MOUNT CLEMENS

BLOOMFIELD 9993-2 1343797v2

EXPLANATION OF AGENDA – March 16, 2015

Agenda Item No. 9-B

Request City Commission Approval of a Contract Extension for Residential Refuse Collection Services

The City currently contracts with Rizzo Environmental Services, Inc., d/b/a Rizzo Services, Inc., (RES) for residential refuse collection services for residential units including bulk item pickup, yard waste pickup (disposal included on yard waste) and curbside recycling. We also contract with them for pickup of street litter containers.

RES has proposed maintaining their current bid pricing for an additional three years pending City Commission approval of a three-year contract extension. Tabulations of the bid received in 2006 for contract years 2006/2007, 2007/2008 and 2008/2009 are provided for your review.

City Administration is recommending that the current contract with RES for Item #1 (residential curbside pickup), Item #2 (street litter containers), Item #3 (bulk item pickup), Item #4 (yard waste pickup) and Item #5 (curbside recycling) be extended for an additional three years. Additional information is attached to this Agenda Item.

SUBMITTED BY: Steven M. Brown, City Manager

RECOMMENDED MOTION: To extend the Residential Refuse Collection Contract for an additional three years effective June 6, 2015 through June 5, 2018 to Rizzo Environmental Services, Inc., d/b/a Rizzo Services, Inc., in the amount of \$1,401,167.04 (\$467,055.68 per year) for residential curbside pickup, street litter containers, bulk item pickup, yard waste pickup (disposal included on yard waste) and curbside recycling; and to authorize the Mayor and City Clerk to execute the extension Agreement.



One Crocker Boulevard
Mount Clemens, MI 48043
Phone: 586-469-6818 Fax: 586-469-6273
www.cityofmountclemens.com

CITY MANAGER INTEROFFICE MEMORANDUM

DATE: March 12, 2015
TO: Mayor & Commission
FROM: Steve Brown
RE: Solid Waste Collection Contract

ISSUE BACKGROUND

City of Mount Clemens

The City's solid waste collection contract is set to expire on 06/05/15 and our contract partner is Rizzo Environmental Services (RES). The current contract (copy attached) was first agreed to in 2006 and subsequently extended in 2009 and 2012. These extensions were covered in the original contract language, requiring any such extension to be approved by the City Commission.

The City's experience with RES as the provider of solid waste collection services has been very good. Complaints have been few and any that have occurred have been addressed in a timely and effective manner.

The pricing under this contract is as follows:

- \$1.03 per unit for residential curbside pickup
- \$0.27 per unit for yard waste pickup which includes disposal of yard waste
- \$0.42 per unit for curbside recycling pickup

Therefore, the current rate for all three services is \$1.72 per residential unit per week; the contract covers 5,222 units.

RES has been in contact with the City about their desire to extend the collection contract that expires on 06/05/2015 for 3 years while maintaining the current pricing (see attached 03/12/15 letter from RES). In the same letter, RES offers to provide disposal services at a fixed, 3-year rate of \$16 per ton. The disposal service is covered in a subsequent agenda item for the 03/16/15 meeting. The balance of this memo analyzes the RES offer to extend our current contract for collection of solid waste for 3 years and concludes with a recommendation.

Information on Similar Activity in Other Communities

Based on some feedback from RES, I did some research to verify how other communities in nearly the exact situation handled this service. I looked at 2 communities that were offered an extension by RES but chose to bid the solid waste collection service instead. The following bullets summarize the findings in these other communities:

- Highland Township – RES offered to extend at the then current price, a competitor to RES argued that the Township would get a better price with a bid process and the Township bid the contract. The result – RES won the bid at a price that was higher than their extension offer. Furthermore, the competitor that suggested the bid process was approximately 8% higher than the winning RES bid. The Highland Township Supervisor estimates that the decision to bid this contract will cost the City (and residents) an additional \$150,000 over the five year term of the contract when compared to the pricing under the extension offer from RES. The Supervisor has offered, unsolicited, to have a conversation with any of you that would be interested to speak with him directly.
- Grosse Pointe Woods – similar to Highland, RES offered to extend at the then current price and competitors suggested the City's best interests would be served with a bid. The result – RES won the bid at a price that was higher than the extension offer.

RES also provided the following examples of communities that have recently extended a contract with them for the collection of solid waste:

- Fraser – third renewal, this one for 3 years
- Chesterfield – third renewal, this one for 5 years
- Clinton Township – renewed for 5 years AND added disposal this time
- Bloomfield Township – renewed for 8 years
- West Bloomfield Township – renewed for 5 years

RECOMMENDATION

I recommend the City accepts the RES offer to extend the current contract for 3 additional years as allowed under the terms of the contract between RES and the City. This is based on the information covered in this memo. I strongly believe this course of action will result in the most advantageous rates and the lowest costs for our customers here in the City which is the goal at the heart of public contracting practices.

Please let me know if you have any questions.



6200 Elmridge, Sterling Hts., MI 48313
866-772-8900 Fax: 586-795-2740

888-U.S.RIZZO
RizzoServices.com

March 12, 2015

Confidential

Mayor Barbara Dempsey
City of Mount Clemens
One Crocker Boulevard
Mount Clemens, Michigan 48043

Re: City of Mount Clemens Solid Waste Program Contract Extension

Dear Mayor Dempsey,

As you are aware, we are in the third year of our renewal period that was allowed for in the original solid waste contract between the City of Mount Clemens and Rizzo Environmental Services. In the contract agreement, City of Mount Clemens Request for Bids, Instructions to Bidders on Page 8, Terms of Contract, there is a renewal provision that would allow for any additional three years should the City so desire. As was required by the bid specifications and contract document, Rizzo Environmental Services supplied unit pricing that covered the original three year period and held that unit rate firm through the three year renewal period. We would like to make the following recommendation for an additional three year renewal period. Rizzo Environmental Services recommendation is based on our past years of service and our commitment to support City of Mount Clemens community projects.

Option 1: Rizzo Environmental Services would hold the current unit pricing firm for the entire three year renewal period. The City would continue to pay for the disposal of household solid waste, transported to Pine Tree Acres. RES would also continue to be responsible for the disposal/processing of yard waste.

Should the City direct R E S to dump at Detroit Renewable Energy at any time during the renewal period we would agree to haul the waste to either the Detroit Renewable Energy or Pine Tree Acres of no additional cost. Just please keep in mind that a back up site is needed due to the fact that DRP does close from time to time.

Option 2: Solid Waste Disposal – Rizzo Environmental Services is also proposing that we take over the disposal of household solid waste. Upon approval by City Council, R E S would effective immediately, or at a date determined by the City, assume the responsibility of disposing of all household solid waste at a site of our choosing and pay all disposal fees. Our cost per ton charge to the City of Mount Clemens is \$16.00 and will remain firm for the entire three year renewal period from the date of approval by the City.

This charge can be converted to a unit rate and added to the monthly residential solid waste service fee. Should the disposal site need to be changed at any time during the renewal period, R E S would be responsible for any additional disposal fees.

As you review the two options commended above, please keep in mind that one of your neighboring communities, Clinton Township, has recently extended their contract with RES and included disposal this time.

This is very competitive and beneficial to the City of Mount Clemens and would provide the City with exceptional service from a family owned and operated solid waste provider and one of the most attractive solid waste collection rates in the Southeastern Michigan.

All of us at Rizzo Environmental Services feel very fortunate to have had the opportunity to provide household solid waste, recycling, yard waste and bulky waste service to the residents of the City of Mount Clemens. We feel that it would be beneficial for both parties to continue our relationship and exercise another three year renewal period. Renewal of the three year extension clause would provide the City of Mount Clemens firm competitive pricing through June 4, 2018, and continue to provide the residents excellent service and solidify future budgets.

Thank you for allowing Rizzo Environmental Services the opportunity to submit the enclosed recommendations. We are available at any time to meet with you and your staff should you require additional information or wish to discuss our recommendation personally.

Sincerely,

A handwritten signature in blue ink, appearing to read 'CRJ', is positioned above the typed name.

**Charles Rizzo Jr., President and CEO
Rizzo Environmental Services**

CITY OF MOUNT CLEMENS

Tabulation of sealed bids received and opened on Tuesday, April 11, 2006, for a three (3)-year contract for Residential Refuse Disposal Services:

BIDDER	ITEM #1 RESIDENTIAL CURBSIDE (5,222 UNITS)	ITEM #2 STREET LITTER CONTAINERS (20)	ITEM #3 BULK ITEMS (5,222 UNITS)	ITEM #4 YARD WASTE (5,222 UNITS)	SUB-TOTAL ITEMS #1-4	ITEM #5 CURBSIDE RECYCLING (5,222 UNITS)	TOTAL YEAR 1 (ITEMS #1- 5)	TOTAL YEAR 2 (ITEMS #1- 5)	TOTAL YEAR 3 (ITEMS #1- 5)	GRAND TOTAL 3-YEARS
<i>Current contract pricing (year 3 of 3 year contract) With Waste Management @ 5,302 units:</i>	\$1.044 \$287,834.98	\$2.637 \$2,742.48	\$0.063 \$17,369.36	\$0.316 \$87,122.46	\$395,069.27	<i>Currently No Service</i>				
1.C & R Maintenance dba Rizzo Services 22449 Groesbeck Warren, MI 48089 YEAR 1	\$1.03 \$279,690.32	No Charge	No Charge	\$0.27 \$73,316.88	\$353,007.20	\$0.42 \$114,048.48 \$9.25 \$48,303.50* (Recycling bins)	\$467,055.68 (excluding bins) \$515,359.18 (including bins)			
YEAR 2	\$1.03 \$279,690.32	No Charge	No Charge	\$0.27 \$73,316.88	\$353,007.20	\$0.42 \$114,048.48		\$467,055.68		
YEAR 3	\$1.03 \$279,690.32	No Charge	No Charge	\$0.27 \$73,316.88	\$353,007.20	\$0.42 \$114,048.48			\$467,055.68	
GRAND TOTAL (3 YEARS)	\$839,070.96	No Charge	No Charge	\$219,950.64	\$1,059,021.60	\$342,145.44 (excluding bins) *\$48,303.50 (one time purchase of bins)				\$1,401,167.04 (excluding bins) \$1,449,470.54 (including one- time purchase of recycling bins)

Unit price x number of units x 52.

BIDDER	ITEM #1 RESIDENTIAL CURBSIDE (5,222 UNITS)	ITEM #2 STREET LITTER CONTAINERS (20)	ITEM #3 BULK ITEMS (5,222 UNITS)	ITEM #4 YARD WASTE (5,222 UNITS)	SUB-TOTAL ITEMS #1-4	ITEM #5 CURBSIDE RECYCLING (5,222 UNITS)	TOTAL YEAR 1	TOTAL YEAR 2	TOTAL YEAR 3	GRAND TOTAL 3-YEARS
2.Waste Management 48797 Alpha Drive Suite 100 Wixom, MI 48393 YEAR 1	\$1.14 \$309,536.34	\$2.30 \$2,391.82	\$0.055 \$14,933.77	\$0.385 \$104,536.39	\$431,398.32	\$0.427 \$115,940.36 \$8.50 \$44,387.00* (Recycling bin)	\$547,338.68 (excluding bins) \$591,725.68 (including bins)			
YEAR 2	\$1.174 \$318,768.13	\$2.38 \$2,475.00	\$0.057 \$15,476.82	\$0.40 \$108,609.24	\$445,329.19	\$0.44 \$119,470.17		\$564,799.36		
YEAR 3	\$1.21 \$328,542.96	\$2.45 \$2,547.80	\$0.059 \$16,019.86	\$0.41 \$111,324.47	\$458,435.09	\$0.45 \$122,185.40			\$580,620.49	
GRAND TOTAL(3 YEARS)	\$956,847.43	\$7,414.62	\$46,430.45	\$324,470.10	\$1,335,162.60	\$357,595.93 (excluding bins) *\$44,387.00 (one-time purchase of bins)				\$1,692,758.53 (excluding bins) \$1,737,145.53 (including one- time purchase of bins)

Waste Management's formula for calculation is: Unit price x 4.333 x number of units x 12 months.

*Bids sent to 27 contractors and published on cable.

*Several contractors noted they could not provide service due to our landfill requirements.

Marilyn Dluge
Finance Director/Treasurer

**REFUSE COLLECTION CONTRACT
EXTENSION AGREEMENT**

THIS AGREEMENT made and entered into this ____ day of _____, 2015, by and between the **CITY OF MOUNT CLEMENS**, a Michigan Municipal Corporation, of One Crocker Boulevard, Mount Clemens, MI 48043, hereinafter referred to as "City", and **RIZZO ENVIRONMENTAL SERVICES, INC. d/b/a RIZZO SERVICES, INC.**, of 6200 Elmridge, Sterling Heights, MI 48313, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, on June 5, 2006, the parties hereto entered into a Refuse Collection Contract, wherein Contractor agreed to collect, transport and dispose of all items of residential refuse within the City, a copy of said Contract being attached hereto and made a part hereof; and

WHEREAS, said Contract provided for a term of three (3) years, commencing June 5, 2006; and

WHEREAS, Contractor is desirous of extending said Refuse Collection Contract and City is willing to grant an extension of the same.

NOW, THEREFORE, in consideration of the foregoing recitals and undertakings herein contained, **IT IS AGREED** between the parties hereto, as follows:

1. That the term of said Refuse Collection Contract, shall be and is hereby extended for an additional three (3) year period, commencing the 6th day of June, 2015 and ending on the 5th day of June, 2018.
2. Except as hereby modified, all terms and conditions of said Refuse Collection Contract dated June 5, 2006 shall remain in full force and effect.
3. This Agreement shall be binding upon the successors and assigns of the parties hereto.

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

Witnesses:

CITY:

CITY OF MOUNT CLEMENS,

By: _____
Barb Dempsey, Mayor

By: _____
Lisa Borgacz, Clerk

CONTRACTOR:

**Rizzo Environmental Service, Inc., d/b/a
Rizzo Services, Inc.**

By: _____
Charles B. Rizzo
Its: President

REFUSE COLLECTION CONTRACT

THIS AGREEMENT, made and entered into this 5th day of June, 2006, by and between the City of Mount Clemens, a municipal corporation, whose address is One Crocker Boulevard, Mount Clemens, Michigan 48043 (the "City) and C&R Maintenance d/b/a Rizzo Services, whose address is 22449 Groesbeck Warren, Michigan 48089 (the "Contractor").

WITNESSETH:

WHEREAS the City advertised for bids for the collection of refuse from Residential Units within the corporate limits of the City of Mount Clemens, and in connection therewith has prepared certain Instructions to Bidders, and Specifications and Contract Documents, and

WHEREAS the Contractor has made a bid in accordance with such advertisement and Contract Documents, which bid has been accepted by the City,

NOW THEREFORE, for and in consideration of the mutual undertakings of the parties, it is agreed by and between the parties as follows:

1. It is mutually agreed by and between the parties that the "Contract Documents" consist of: Advertisement for Bids, Instructions to Bidders, General Specifications, Proposals, Proposal Agreement, Bond, the Refuse Collection Contract, and all exhibits, route lists, route maps, as well as the bid of Contractor. The terms and provisions of the Contract Documents are incorporated by reference in to this Contract and shall be binding on both parties. Provided, however, that in the event of a conflict, the specific enumerations of this Contract shall take precedence over the remaining Contract Documents.

2. The Contractor agrees that it will, during the term of this or any extension hereof, collect, transport, and dispose of all items of residential refuse within the City of Mount Clemens in

accordance with the Contract Documents, and in accordance with the terms and provisions of the Contract, and in compliance with all provisions of applicable ordinances, state and federal laws, pertaining to the functions to be performed hereunder.

3. The number of Residential Units and number of stops which exist at the time this Contract is executed is subject to change during the term of the Contract. The numbers may increase or decrease depending on numerous factors, including the possibility of litigation. The Contractor acknowledges, agrees and understands that the City does not guarantee the number of customers or stops which will exist during the life of the Contract. The Contractor waives any and all claims for damages resulting from a change in volume no matter what the cause. A change in volume will not constitute cause for termination of the Contract.

4. The City agrees that it will, upon the Contractor's satisfactory performance of collection as required in the Contract Documents, and as required under the provisions of this Contract, and applicable ordinances of the City of Mount Clemens, pay to the Contractor, the amounts specified in its proposal, at the time provided in said Contract Documents.

5. This contract shall have a term of three (3) years, commencing, June 5, 2006. Any extension of the Contract beyond the initial thirty-six (36) months must be approved by the City Commission.

6. The Contractor agrees to indemnify and hold harmless the City of Mount Clemens, its elected and appointed officials, employees and volunteers and others working on behalf of the City from any and all claims or damages occasioned by, or arising out of, or in connection with, the performance of Contractor's duties hereunder, and agrees to secure and keep in force public liability insurance and property damage insurance, all as required by the various Contract Documents.

7. The Contractor has filed with the City a performance bond, which said bond is incorporated herein by reference, and made a part of this Contract.

8. In the event the Contractor shall fail, neglect or refuse to perform any or all of its duties under this Contract, the City may perform such duties, and charge all costs incurred in connection therewith to Contractor (such costs having been defined and discussed in the "City's Right to Complete" section of the Instructions to Bidders), and may deduct such costs from any monies due, or to become due to the Contractor. Such remedy shall be non-exclusive of any other remedies the City may have, and the exercise thereof shall be in addition to, and without prejudice to, whatever other rights the City may have against the Contractor in the event of such breach.

9. The Contractor shall be considered to be in default whenever it shall: 1) declare bankruptcy, become insolvent, or assign assets for the benefit of creditors; 2) disregard or violate instructions from the City, or 3) fail to provide qualified employees and supervisors to complete the work. Under the Contract Documents, the Contractor shall not be liable for damages for failure to perform this Contract if the Contractor is prevented from doing so by riot, civil disturbances, unavoidable accidents, acts of God or the public enemy.

IN WITNESS THEREOF the parties have caused this agreement to be executed the day and year first above written.

WITNESSED BY:

Richard J. King
Theresa G. L.

CITY OF MOUNT CLEMENS, a Michigan municipal corporation

Barb R. Dempsey
By: Barb R. Dempsey, Mayor
Lynne Kennedy
By: Lynne Kennedy, City Clerk

Donald Barnette
Edwin T. Hoover

CONTRACTOR: C&R Maintenance d/b/a Rizzo Services

Charles B. Rizzo
By: Charles B. Rizzo
Its: President
Date: 5/9/2006.

**REFUSE COLLECTION CONTRACT
EXTENSION AGREEMENT**

THIS AGREEMENT made and entered into this 2nd day of March, 2009, by and between the **CITY OF MOUNT CLEMENS**, a Michigan Municipal Corporation, of One Crocker Boulevard, Mount Clemens, MI 48043, hereinafter referred to as "City", and **C & R MAINTENANCE d/b/a RIZZO SERVICES**, of 22449 Groesbeck Highway, Warren, MI 48089, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, on June 5, 2006, the parties hereto entered into a Refuse Collection Contract, wherein Contractor agreed to collect, transport and dispose of all items of residential refuse within the City, a copy of said Contract being attached hereto and made a part hereof; and

WHEREAS, said Contract provided for a term of Three (3) years, commencing June 5, 2006; and

WHEREAS, Contractor is desirous of extending said Refuse Collection Contract and City is willing to grant an extension of the same.

NOW, THEREFORE, in consideration of the foregoing recitals and undertakings herein contained, **IT IS AGREED** between the parties hereto, as follows:

1. That the term of said Refuse Collection Contract, shall be and is hereby extended for an additional Three (3) year period, commencing the 6th day of June, 2009 and ending on the 5th day of June, 2012.
2. Except as hereby modified, all terms and conditions of said Refuse Collection Contract dated June 5, 2006, shall remain in full force and effect.
3. This Agreement shall be binding upon the successors and assigns of the parties hereto.

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

Witnesses:

Dawson Hayes

Donald Barrett

CITY:

CITY OF MOUNT CLEMENS,

By: *Barb R. Dempsey*
Barb R. Dempsey, Mayor

By: *Lynne Kennedy*
Lynne Kennedy, Clerk

CONTRACTOR:

**C & B MAINTENANCE, d/b/a
Rizzo Services,**

By: *Charles B. Rizzo*
Charles B. Rizzo
Its: President

**REFUSE COLLECTION CONTRACT
EXTENSION AGREEMENT**

THIS AGREEMENT made and entered into this 29th day of December, 2011, by and between the **CITY OF MOUNT CLEMENS**, a Michigan Municipal Corporation, of One Crocker Boulevard, Mount Clemens, MI 48043, hereinafter referred to as "City", and **C & R MAINTENANCE d/b/a RIZZO SERVICES**, of 6200 Elmridge, Sterling Heights, Michigan 48313, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, on June 5, 2006, the parties hereto entered into a Refuse Collection Contract, wherein Contractor agreed to collect, transport and dispose of all items of residential refuse within the City, a copy of said Contract being attached hereto and made a part hereof; and

WHEREAS, said Contract provided for a term of Three (3) years, commencing June 5, 2006; and

WHEREAS, said Contract has been extended for an additional term of three (3) years, commencing June 6, 2009; and

WHEREAS, Contractor is desirous of extending said Refuse Collection Contract and City is willing to grant an extension of the same.

NOW, THEREFORE, in consideration of the foregoing recitals and undertakings herein contained, **IT IS AGREED** between the parties hereto, as follows:

1. That the term of said Refuse Collection Contract, shall be and is hereby extended for an additional Three (3) year period, commencing the 6th day of June, 2012 and ending on the 5th day of June, 2015.

2. Except as hereby modified, all terms and conditions of said Refuse Collection Contract dated June 5, 2006, shall remain in full force and effect.

3. This Agreement shall be binding upon the successors and assigns of the parties hereto.

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

CITY:

CITY OF MOUNT CLEMENS,

By: Barb R. Dempsey
Barb R. Dempsey, Mayor

By: Lynne Kennedy
Lynne Kennedy, Clerk

CONTRACTOR:

**C & B MAINTENANCE, d/b/a
Rizzo Services,**

By: Charles B. Rizzo
Charles B. Rizzo
Its: President

EXPLANATION OF AGENDA – March 16, 2015

Agenda Item No. 9-C

Request City Commission Approval to Contract With Rizzo Environmental Services, Inc., d/b/a Rizzo Services, Inc., (RES) for Waste Disposal Services

The City's Solid Waste Disposal Agreement with Waste Management of Michigan, Inc., will expire on June 5, 2015. This agreement was entered into as a result of the City's exit from the Grosse Pointes-Clinton Refuse Disposal Authority.

Our current solid waste collection service provider, RES, has offered to add disposal to our contractual partnership at a price of \$16 per ton fixed over a three-year contract period. We are currently paying \$24.00 per ton, plus a State fee of \$0.36 per ton to Waste Management of Michigan, Inc.

Pursuant to City Charter, Chapter, 10.211, Section 155, second b., sealed bids need not be obtained if the City Administrator determines that no advantage to the City would result from a competitive bid process. Additional information is attached to this Agenda Item.

SUBMITTED BY: Steven M. Brown, City Manager

RECOMMENDED MOTION: A unanimous resolution by the City Commission that the City Administrator not obtain sealed bids for waste disposal services per the City Administrator's recommendation; and to enter into an Agreement with Rizzo Environmental Services, Inc., d/b/a Rizzo Services, Inc., for Waste Disposal Services; and to authorize the Mayor and City Clerk to execute the Agreement as finalized by the City Attorney.



One Crocker Boulevard
Mount Clemens, MI 48043
Phone: 586-469-6818 Fax: 586-469-6273
www.cityofmountclemens.com

CITY MANAGER INTEROFFICE MEMORANDUM

DATE: March 12, 2015
TO: Mayor & Commission
FROM: Steve Brown
RE: Solid Waste Disposal Services

ISSUE BACKGROUND

City of Mount Clemens

The City's solid waste disposal contract (copy attached) is set to expire on 06/05/15. This agreement was basically a result of the City's exit from the Grosse Pointes-Clinton Refuse Disposal Authority (GPCRDA). Our exit from the GPCRDA necessitated a new agreement for disposal and the agreement to go to Pine Tree Acres (Waste Management) came about at a rate of \$24.00 per ton plus a State fee of \$0.36 per ton. The current agreement was approved at the 05/19/14 Commission Meeting.

Our current solid waste collection service provider, Rizzo Environmental (RES) has offered to add disposal to our contractual relationship at a price of \$16 per ton fixed over a 3 year contract period. This offer was made in a 03/12/15 letter that also covered the offer to extend their contract with the City for solid waste collection services for 3 years.

The Charter, in Article 12, 10.211 Sec. 155, states that the City Administrator will obtain sealed bids for all purchases in excess of \$1,500 unless "the Commission, by unanimous resolution of those present at the meeting based upon a written recommendation of the City Administrator, determines that no advantage to the City would result from competitive bidding;".

Information on Similar Activity in Other Communities

For the sake of comparison, I did some research into what has been the rate achieved for disposal of solid waste in neighboring communities. Please consider the following:

- the Grosse Pointes Clinton Refuse Disposal Authority (GPCRDA) contract is currently with Detroit Renewable Power, or DRP (commonly known as the Detroit Incinerator) and the contract duration is 3.5 years. The rate was \$15.50 per ton for an estimated 30,000 tons of waste through 12/31/14 with a CPI increase to be imposed annually thereafter. The GPCRDA

Treasurer was quoted as assuming a 2.5% CPI increase which yields the following estimates for the rate over the term of the contract:

- 2015 - \$15.89 per ton
- 2016 - \$16.29 per ton
- 2017 - \$16.69 per ton
- Clinton Township recently extended their collection contract with RES and added disposal to their collection contractual relationship with RES. The RES disposal rate for Clinton Township is set at \$16 per ton for the duration of their 5 year contract.

RECOMMENDATION

The GPCRDA contract price of \$15.89 per ton for disposal of solid waste in 2015 was for an estimated 30,000 tons of waste annually. In comparison, the City's average total tonnage per year over the last 5 years is less than 4,500. In spite of the fact that our waste tonnage is less than 15% of the GPCRDA tonnage, the rate RES is offering to us (\$16 per ton) is nearly the same in 2015 and lower in 2016 and 2017 when using the CPI increase estimate.

RES has offered the same rate to us (\$16 per ton) as they are providing to Clinton Township. Clinton Township's tonnage is a little less than 30,000 tons per year, nearly the same as the GPCRDA's tonnage. Again, the City is being offered the same rate in spite of our tonnage being only approximately 15% of our neighboring community's.

I recommend the Commission contracts with RES for waste disposal services without going through the exercise of a bid process. It is my strong opinion, based on the information covered in this memo, that competitive bidding of this contract will not produce any advantage for the City. Pursuant to the Charter language covered in paragraph 3, forgoing a competitive bid process requires a unanimous resolution of the members present at the 03/16/15 accepting the City Administrator's recommendation. Therefore, anything less than unanimous support for the resolution offered will serve to direct me to bid solid waste disposal services competitively. If that is the direction, we will begin the bid process immediately. For your information, we will be bidding the City dumpsters and roll-offs contract separately but concurrently in that case.

Please let me know if you have any questions.



6200 Elmridge, Sterling Hts., MI 48313
866-772-8900 Fax: 586-795-2740

888-U.S.RIZZO
RizzoServices.com

March 12, 2015

Confidential

Mayor Barbara Dempsey
City of Mount Clemens
One Crocker Boulevard
Mount Clemens, Michigan 48043

Re: City of Mount Clemens Solid Waste Program Contract Extension

Dear Mayor Dempsey,

As you are aware, we are in the third year of our renewal period that was allowed for in the original solid waste contract between the City of Mount Clemens and Rizzo Environmental Services. In the contract agreement, City of Mount Clemens Request for Bids, Instructions to Bidders on Page 8, Terms of Contract, there is a renewal provision that would allow for any additional three years should the City so desire. As was required by the bid specifications and contract document, Rizzo Environmental Services supplied unit pricing that covered the original three year period and held that unit rate firm through the three year renewal period. We would like to make the following recommendation for an additional three year renewal period. Rizzo Environmental Services recommendation is based on our past years of service and our commitment to support City of Mount Clemens community projects.

Option 1: Rizzo Environmental Services would hold the current unit pricing firm for the entire three year renewal period. The City would continue to pay for the disposal of household solid waste, transported to Pine Tree Acres. RES would also continue to be responsible for the disposal/processing of yard waste.

Should the City direct R E S to dump at Detroit Renewable Energy at any time during the renewal period we would agree to haul the waste to either the Detroit Renewable Energy or Pine Tree Acres of no additional cost. Just please keep in mind that a back up site is needed due to the fact that DRP does close from time to time.

Option 2: Solid Waste Disposal – Rizzo Environmental Services is also proposing that we take over the disposal of household solid waste. Upon approval by City Council, R E S would effective immediately, or at a date determined by the City, assume the responsibility of disposing of all household solid waste at a site of our choosing and pay all disposal fees. Our cost per ton charge to the City of Mount Clemens is \$16.00 and will remain firm for the entire three year renewal period from the date of approval by the City.

This charge can be converted to a unit rate and added to the monthly residential solid waste service fee. Should the disposal site need to be changed at any time during the renewal period, R E S would be responsible for any additional disposal fees.

As you review the two options commended above, please keep in mind that one of your neighboring communities, Clinton Township, has recently extended their contract with RES and included disposal this time.

This is very competitive and beneficial to the City of Mount Clemens and would provide the City with exceptional service from a family owned and operated solid waste provider and one of the most attractive solid waste collection rates in the Southeastern Michigan.

All of us at Rizzo Environmental Services feel very fortunate to have had the opportunity to provide household solid waste, recycling, yard waste and bulky waste service to the residents of the City of Mount Clemens. We feel that it would be beneficial for both parties to continue our relationship and exercise another three year renewal period. Renewal of the three year extension clause would provide the City of Mount Clemens firm competitive pricing through June 4, 2018, and continue to provide the residents excellent service and solidify future budgets.

Thank you for allowing Rizzo Environmental Services the opportunity to submit the enclosed recommendations. We are available at any time to meet with you and your staff should you require additional information or wish to discuss our recommendation personally.

Sincerely,

A handwritten signature in blue ink, appearing to read 'CRJ', is positioned above the typed name.

**Charles Rizzo Jr., President and CEO
Rizzo Environmental Services**

SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 19th day of May, 2014, by and between City of Mount Clemens, Michigan ("City") and Waste Management of Michigan, Inc. ("Waste Management").

Recitals

1. Waste Management owns and operates Pine Tree Acres Landfill in Lenox Township, Michigan located at 36600 29 Mile Road ("Landfill").
2. The City has determined to use the Landfill for the disposal of all residential waste generated in the City from April 1, 2014 to June 5, 2015.

Agreements

In consideration of the premises and the mutual representations, warranties and covenants contained herein, the parties agree as follows:

1. Term. This Agreement shall commence as of April 1, 2014 and will end on June 5, 2015.
2. Waste Management's Obligation to Accept Waste. (a) Waste Management shall accept for disposal at the Landfill all non-hazardous residential solid waste ("Solid Waste") generated within the City, during the term of this Agreement.
3. Exclusivity. During the term hereof, the City agrees that all non-hazardous residential solid waste generated within the City will be disposed of at the Landfill.
4. Rates and Fees. The City shall pay a rate for disposal of Twenty Four Dollars (\$24.00) per ton, plus Thirty Six Cents (\$.36) per ton State of Michigan disposal fee.

5. Fees. The above rates include all current federal, state, county, local or other taxes, fees, surcharges or similar charges relating to the disposal of Solid Waste which are imposed by any governmental law, ordinance, agreement or regulation existing as of the date of this Agreement (the "Fees"). Any new or additional fees imposed following the date of this Agreement, or any increase in existing fees, shall be added to the disposal rate paid by City.

6. Billing and Payment. Within 10 days after the close of each calendar month, Waste Management shall provide City with an invoice reflecting the tons of Solid Waste disposed of on a daily basis and the amount due from City for disposal at the Landfill during the preceding month. City will pay each monthly invoice within 30 days of receipt.

7. Indemnification. Each of City and Waste Management agrees to indemnify, save harmless and defend the other from and against any claim, to the extent that it arises from their respective breach of any provision, warranty or representation in this Agreement or their respective negligent or willful act or omission.

8. Excused Non-Performance. The performance of this Agreement may be suspended by either party in the event the transportation of Solid Waste or disposal of Solid Waste are prevented by a cause or causes beyond the reasonable control of such party.

9. Independent Contractor. Each party is and shall perform this Agreement as an independent contractor, and as such shall have and maintain complete control over all of its employees, agents and operations. Neither party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the other party.

10. General Provisions.

(a) Binding Effect. This Agreement shall inure to the benefit of the parties hereto and their respective affiliates, successors, assigns, transferees, heirs and legal representatives and shall be binding upon the parties hereto and their respective successors, assigns and legal representatives.

(b) Assignment. Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld; provided, however, either party may assign its rights and obligations to any of its affiliates without such consent.

(c) Modifications to Agreement. No provision of this Agreement may be amended, waived or deleted and no additional provision may be added without the written agreement of authorized representatives of both parties.

(d) Notices. Any notice, request, information or other document to be given hereunder to any of the parties by any other party shall be in writing and hand delivered or sent by certified mail, postage prepaid, as follows:

If to Waste Management, addressed to:

Waste Management
48797 Alpha Drive – Suite 150
Wixom, Michigan 48393

If to City, addressed to:

Jeffrey D. Wood, Public Service Director
95 Eldredge
Mount Clemens, Michigan 48043

Any party may change the address to which notices are to be sent to it by giving written notice of such change of address as herein provided.

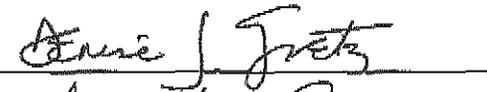
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CITY OF MOUNT CLEMENS,

WASTE MANAGEMENT OF
MICHIGAN, INC.

By: 

Its: Interim City Manager

By: 

Its: Area Vice President

10.211 - Sec. 155.

PURCHASING AGENT; DUTIES; BIDS; PURCHASES; SALES; REGULATIONS.

The City Administrator shall be responsible for the purchase and sale of all City property. Comparative prices shall be obtained for the purchase or sale of all materials, supplies and public improvements except:

- a. In the employment of professional services and
- b. When the purchasing agent (or the Commission as hereinafter provided) shall determine that no advantage to the City would result.

In all sales or purchases in excess of \$1,500.00:

- a. The sale or purchase shall be approved by the Commission;
- b. Sealed bids shall be obtained unless the Commission, by unanimous resolution of those present at the meeting based upon a written recommendation of the City Administrator, determines that no advantage to the City would result from competitive bidding; and
- c. The requirements of Section 156 shall be complied with.

No sale or purchase shall be divided for the purpose of circumventing the dollar value limitation established by the Commission. The Commission may authorize the making of public improvements or the performance of any other City work by any City agency without competitive bidding.

Purchases shall be made from the lowest competent bidder meeting specifications, sales shall be made to the bidder whose bid is most advantageous to the City. All purchases and sales shall be evidenced by written contract or purchase order. Detailed purchasing, sale and contract procedures shall be established by Ordinance. The City may not sell any park, cemetery or any part thereof except in accordance with restrictions placed thereon by statute. The City may not purchase, sell or lease any real estate or any interest therein except by the affirmative vote of four or more members of the Commission. The purchase and sale of all City property shall be subject to the provisions of Section 80.

(ord. eff. June 21, 1954; amend. eff. Aug. 13, 1990)

Cross reference— For procedure relative to purchases and sales, see Code of Ordinances, sec. 12.051 et seq.

EXPLANATION OF AGENDA – March 16, 2015

Agenda Item No. 9-D

Request City Commission Approval of a Contract for Utilities Department Management

City Administration has taken several steps to fill the vacancy in our Utilities Director position which was created by the retirement of the prior incumbent. These steps have included a hiring search as well as investigation of various contractual alternatives for providing day-to-day management oversight and direction to our Wastewater Treatment Plant, Water Treatment Plant and the associated collection and distribution function.

City Administration conducted a Request for Qualifications (RFQ) process for management services related to our Utilities Department. As a result of the RFQ, F & V Operations and Resource Management (FVOP) was selected as our preferred respondent and discussions with FVOP for provision of professional services were held.

City Administration is recommending that the City finalize a professional services agreement with FVOP for day-to-day management and oversight of our Utilities Department. Additional information is attached to this Agenda Item.

SUBMITTED BY: Steven M. Brown, City Manager

RECOMMENDED MOTION: To enter into a Professional Services Agreement for day-to-day management and oversight of the Utilities Department with F & V Operations and Resource Management for one year with an option to extend as approved by the City Commission; and to authorize the Mayor and City Clerk to execute the Agreement as finalized by the City Attorney.



One Crocker Boulevard
Mount Clemens, MI 48043
Phone: 586-469-6818 Fax: 586-469-6273
www.cityofmountclemens.com

CITY MANAGER INTEROFFICE MEMORANDUM

DATE: March 12, 2015
TO: Mayor & Commission
FROM: Steve Brown
RE: Utilities Department Management

ISSUE BACKGROUND

The City's Utilities Department Director retired in 2014. Since that time the City has pursued a few different courses of action to replace that management direction and oversight of the operations that are part of our Utilities Department, specifically the Wastewater Treatment Plant, the Water Treatment Plant and the associated collection and distribution function.

One of the approaches we pursued was a search process for a new Utilities Director. The City posted and advertised the position, received applications and then evaluated the submissions. It was determined that none of the applicants had the preferred qualifications that would have justified a hiring.

Next, the City conducted our Request for Qualifications (RFQ) purchasing process. An RFQ process was used because the City was seeking professional services and our intent was to evaluate respondents, select the preferred respondent based on qualifications and then negotiate a specific price proposal. An RFQ committee was assembled which consisted of the Purchasing Assistant, the Finance Director, the DPS Director and the City Manager. The committee first reviewed the submissions and then interviews were subsequently conducted with the 2 respondents. The committee ultimately recommended F & V Operations and Resource Management (FVOP) as the preferred respondent.

City Administration also evaluated the possibility of hiring an independent contractor to manage the Utilities Department on an interim basis. The idea here was to seek out someone who could perhaps oversee the management aspect of the Utilities Department responsibilities who would then be supplemented either with existing staff and/or consultants for the more technical aspects of our operations. The costs associated with an individual contracted through a professional services firm were right in line with the price that we have ultimately been quoted for the proposal of FVOP. Due to the cost in relation to experience/qualifications and other factors, this solution was not pursued.

These processes and other opportunities vis-à-vis our plants were discussed at a Commission meeting held 01/05/15. Additional research and evaluation took place subsequent to that meeting.

After all of these processes, City Administration moved forward with the next steps associated with the RFQ process. In accord with the RFQ committee recommendation, City Administration then worked with FVOP to develop a proposal and professional services agreement. The documents attached to this memo represent the outcome of that work and are for your review as you consider the recommended motion at the 03/16/15 Commission Meeting.

KEY CONSIDERATIONS

The choice of FVOP was made for a variety of reasons. These included the quality of their proposal, the quality of their team, their understanding of our needs, the specific ideas they had for improving our operations and others. An important consideration was each RFQ respondent's experience and comfort level with functioning as a manager, i.e. a department head if you will, over existing assets and employees which remain under the control of the municipality. FVOP answered without hesitation that they were comfortable with that possible arrangement. They also cited experience they have had in that kind of role.

It is City Administration's position that pursuing a contractual arrangement wherein FVOP would function in a department head-style role is our most appropriate and advantageous approach, based on the City's situation and the experience and qualifications of FVOP. It allows the City to retain ownership and control of our facilities. It allows City employees to remain City employees. It affords us the opportunity to evaluate this kind of arrangement before deciding whether we want to take the additional step of ceding control of the facilities and employees to a vendor. At the same time, it allows the City to realize the benefit of having a team of well-experienced, well-qualified professionals managing these important assets of the City. FVOP's team has a broad spectrum of knowledge, skills and abilities which the City can access through this contractual relationship. In other words, FVOP can provide experts in specific operational areas where the City may have or develop a need in the future. This is an important benefit of this approach to providing management direction in our Utilities Department. A management company in general, and FVOP specifically, can provide additional subject matter experts for our benefit and the benefit of our customers.

RECOMMENDATION

The RFQ committee selected FVOP as our preferred provider of professional services in this important role of managing our Utilities Department. Consistent with the committee's selection, I am now recommending the Commission approve the City entering into a contractual arrangement with FVOP with:

- an initial one-year term, with an option to extend
- a monthly rate of \$17,000 per month (\$204,000 per year)
- the services to be consistent with the attached draft proposal document dated 03/12/15
- the City Administration to finalize the details of the proposal and professional services agreement (draft also attached)

Please let me know if you have any questions.



March 12, 2015

Steven M. Brown, City Manager
City of Mount Clemens
One Crocker Boulevard
Mount Clemens, MI 48043

RE: Proposal for Utility Management Services

Dear Steve:

This letter is written in response to your recent Request for Proposals. We have outlined some of the goals and needs as we understand them in the proposal below. We look forward to working with you to improve the operations and management of your water and wastewater systems.

GOALS OF THE CITY

- You would like us to start this assignment by providing oversight as manager of the water treatment, wastewater treatment, water distribution and storage, wastewater collection, lift stations and CSO basin, as well as provide DEQ licensing requirements. We propose to take this assignment for up to a twelve month period that would allow us time to review the issues, staffing, costs, equipment and facilities in greater detail. We would then sit down together and review our recommendations to determine the long term plan and goals. This period is a fraction of the time that is sometimes needed to make the changes permanently and meet the other goals.
- Streamline the operations and maximize efficiency within the water, wastewater and transmission systems.
- Methods we intend to utilize include conducting audits of both the water and wastewater treatment laboratories. The lab audits will encompass quality assurance, accuracy and compliance with MDEQ standards.
- Review and upgrade of the Computerized Maintenance Management System (CMMS). We will focus on the Operations and Maintenance (O&M) procedures, practices, corrective maintenance and housekeeping.
- Evaluate staff, provide and recommend training, and encourage employees to grow technically in their field.
- Provide monthly safety training for your employees.
- Encourage staff to achieve, and advance, certifications and take part in corresponding professional organizations such as Michigan Water Environment Association (MWEA), American Public Works Association (APWA) and Michigan Water Works Association (MWWA).
- Make staff more accountable- endeavor to provide a culture where all staff works together toward common goals.

Based on our conversation with you, we are providing the following Scope of Services and budget.

2960 Lucerne Drive SE, Suite 100
Grand Rapids, MI 49546
P: 616.588.2900
F: 616.977.1005
www.fv-operations.com

SCOPE OF SERVICES

We will provide professional operation management services for the Mount Clemens water, wastewater facilities and transmission systems. We will provide certified operators including a Michigan Municipal Class A Wastewater Operator, a Michigan Class F1 Water Operator and a Michigan Class S2 Water Distribution Operator. The City will continue to support the administrative functions for the existing City staff to be supervised by F & V staff.

BASE SCOPE OF SERVICES

- Direct and supervise the day to day water and wastewater treatment plant activities and the City employees assigned to these facilities. Provide properly certified operators for the water treatment, wastewater treatment and transmission and storage facilities.
- Assist City engineers and City staff in Asset Management and development of the capital improvement plan for City water, wastewater and transmission systems.
- Review and initiate changes to the existing computer maintenance management program.
- Complete a walk-through of the water, wastewater treatment facilities and transmission appurtenances to identify and provide direction for addressing operational or maintenance issues that may be observed.
- Make recommendations to the City regarding maintenance and repairs needed on the water, wastewater treatment and transmission systems including, but not limited to, painting, equipment repair, and building maintenance.
- Review assets of the City facilities and update the asset inventory.
- Provide recommendations and direction to the City staff regarding the OM&M of the Water Filtration Plant and Wastewater Treatment facility, and on optimization of chemical feed rates and equipment operations.
- Provide recommendations and direction to the City staff regarding training needs and assist in mentoring for employee certification.
- Review and recommend assignment of all employees engaged in the operation and maintenance of the City of Mount Clemens Water & Wastewater Treatment Plant.
- Make recommendations regarding site safety and enforce staff compliance with existing OSHA and MIOSHA safety requirements.
- Provide and document one safety training session per month.
- Respond to questions from the City Management Staff and Michigan Department of Environmental Quality.
- Respond to all requests for operations or status reports or other information related to operations. This will include, but not be limited to, reviewing and submitting Monthly Water and Wastewater Operating Reports and other reports as required by the MDEQ, as well as Schedule sampling and monitoring activities in accordance with MDEQ requirements.
- Review and observe laboratory operations, analyses and procedures to monitor compliance with the NPDES permit and all other MDEQ requirements and provide technical lab support.
- Review and recommend procedures for regular housekeeping of buildings and grounds.
- Provide support for water and wastewater treatment process control including chemical, biological and physical treatment processes coincidental with normal operations.
- Provide timely notification of scheduled and unscheduled maintenance activities that impact service such as hydrant flushing, water main breaks, etc.

- Receive and respond to customer inquiries regarding non-billing related operational issues. Cooperate with, and assist, City staff in responding to billing issues as requested.
- Review and update existing emergency response procedures.
- Coordinate and monitor repair activities requiring a third party contractor such as equipment and piping replacement.
- Investigate and remedy pollution incidents, system malfunctions and service complaints as needed.

ADDITIONAL (NON-BASE) SERVICES

- Emergency service to assist on site staff when requested. Provide supplemental operations staff.
- Provide 24-hour-per-day, 7 day-per-week emergency telephone number. Response to emergencies outside normal business hours will be billed as Additional Work.
- Other duties as requested and authorized by the City of Mount Clemens.

RESPONSIBILITIES OF THE CITY OF MOUNT CLEMENS

- Weekly administrative oversight of your operations staff – (potentially including discipline.)
- Provide and pay for all operations items:
 - Electricity
 - Chemicals
 - Laboratory Testing
 - Daily OM&M Checks
 - Generator Fuel
 - Equipment Maintenance
 - Equipment Repair
 - Residuals Disposal
 - Human Resources Activities
- Engineering Services.

SCHEDULE

We are prepared to begin this work within 30 days, upon your approval of our proposal. We would begin some activities sooner than the 30 days.

BUDGET

FVOP proposes to complete the base scope of services for a proposed budget of \$17,000 per month lump sum excluding emergency services. The budget is based on providing an average of 180 hours of staffing per month. Compensation for emergency or other additional services, if requested, will be based on our standard billable rates plus reimbursable expenses. Subcontracted services will be invoiced at cost times 1.10. These proposal rates are valid until one (1) year from the date services commence. An extension of the proposal is possible based on the negotiation of mutually agreeable terms.

If the City of Mount Clemens moves to go forward with a full service operations contract **within the next 270 days**, FVOP will issue a credit of \$15,000 for these services when the full service option comes to fruition.

We thank you for this opportunity and look forward to working with you. If you have any questions regarding this proposal or any FVOP services, please contact Blair Selover at 810.252.8884; bselover@fv-operations.com or Larry Fleis 616.942.3612; lfleis@fveng.com.

Sincerely,

F&V OPERATIONS AND RESOURCE MANAGEMENT, INC.

H. Blair Selover
Associate

Larry J. Fleis PE
President

PROFESSIONAL SERVICES AGREEMENT

F&V OPERATIONS AND RESOURCE MANAGEMENT, INC.

2960 Lucerne Drive SE, Grand Rapids, Michigan 49546

P: 616.588.2900 F: 616.977.1005

This Professional Services Agreement ("PSA") is entered into between F & V Operations & Resource Management, Inc. (FVOP or "Consultant") and the **City of Mount Clemens** ("Owner"), whose address is One Crocker Boulevard, Mount Clemens, MI 48043, where FVOP agrees to provide services for Owner and Owner agrees to pay FVOP, all in accordance with the terms of this PSA.

SERVICES: F&V Operations & Resource Management, Inc. (FVOP), Consultant represents that it employs trained and qualified personnel with experience in providing the operating services sought by Owner and, will perform operations services pursuant to and in accordance with the proposal letter dated February 12, 2015 for the Owner in accordance with these Terms and Conditions.

COMPENSATION: In consideration of the services performed by Consultant, the Owner agrees to pay Consultant **a lump sum fee per month of \$17,000 for base services. Additional services will be provided only with written approval from the Owner on an hourly rate basis plus 1.10 times reimbursable expenses and subcontracted services** unless otherwise negotiated.

FEE DEFINITIONS: The following fee types may apply:

Hourly Rates is defined as individual time multiplied by Consultant's standard billing rates for the individual or employee classification.

Subcontracted Services are defined as Project-related services provided by other parties to the Consultant.

Reimbursable Expenses are defined as actual expenses incurred in connection with the Project, including the cost of sub-consultants as approved by the Owner.

PAYMENT: Owner shall pay Consultant for all Services and reimbursable expenses on a monthly basis, or as otherwise mutually agreed, which shall be due and payable within forty five (45) days of presentation of the invoice. Invoices shall be past due forty five (45) days after presentation, and shall then incur interest at the rate of one percent per month. If Owner objects to any portion of an invoice, Owner shall notify Consultant in writing within five (5) days of presentation. Owner shall identify the disputed charges and shall pay when due that portion of the invoice not in dispute. If the disputed amount of the invoice is resolved in Consultant's favor and not paid by the invoice due date, interest shall be paid by Owner on the disputed amount from the original due date. If the disputed amount is resolved in Owner's favor, any and all work performed by Consultant to remedy the objection shall be performed at Consultant's sole cost and expense and shall not be invoiced to Owner.

AUTHORIZED REPRESENTATIVES: Only authorized representatives of Consultant may execute contracts and amendments to contracts. The Owner shall designate a representative with similar authority.

OWNER RESPONSIBILITIES: Owner shall timely provide Consultant with all applicable information in its possession and to secure information in the possession of others for Consultant to complete the Scope of Services. Owner shall give Consultant prompt oral and written notice whenever Owner notices, discovers or is made aware of any alleged fault, defect or nonconformance in Consultant's services.

CHANGES: For all services which are deemed by the Consultant as changes to the Scope of the Project and/or Scope of Services, a detailed written description of the changes along with budgetary pricing shall be presented to the Owner's Authorized Representative for review. Prior to commencing such work the Consultant shall receive written approval from Owner's Authorized Representative. For all services that were approved by the Owner's Authorized Representative and completed due to changes to the Scope of the Project and/or the Scope of Services, Consultant shall be paid by Owner on an hourly basis at Consultant's customary hourly rates, plus 1.10 times reimbursable expenses, unless otherwise negotiated. If the Project involves a construction phase and the construction period extends beyond the contracted period identified in the Scope of Services, or the contracted completion date, the Consultant shall inform the Owner in writing detailing the description of the changes along with the budgetary pricing for the change and receive written approval from the Owner's Authorized Representative to continue with the proposed services. Once written approval is received from the Owner the services described in the change of work shall continue to be performed and shall be paid by Owner on an hourly basis plus 1.10 times reimbursable expenses. Owner understands and accepts that field techniques and analytical capabilities are evolving and that the standards and regulations are subject to rapid change such that currently acceptable investigative approaches and techniques may become superseded after the time of the signing of this PSA. Such changes will constitute changed conditions requiring adjustment in the Services and Consultant's Compensation.

SUBCONSULTANTS: With written approval from the Owner, Consultant may engage sub-consultants and subcontractors to perform all or any portion of the Services.

INDEMNIFICATION: The Consultant shall indemnify, hold harmless and, at Owner's option, defend Owner, and its present and future directors, officers, members, shareholders, partners, employees, representatives and agents, including successors and assigns of the foregoing, from and against any and all claims, losses, damages, liabilities and expenses (including costs of defense, arbitration, settlement and reasonable attorneys' fees) for death of or bodily injury to any person, destruction of or damage to any property, loss of any property rights or entitlement, contamination of or adverse effects on the environment, or violation of governmental laws, regulations or orders, if and to the extent they result from, arise out of or are in connection with (a) any negligent or willful act or omission of the Consultant, its directors, officers, members, shareholders, partners, employees, agents, representatives, successors and assigns, or its subcontractors, or (b) the Consultant's breach of any term or provision of this Services Agreement or any accepted Change Order(s). The Consultant shall not be responsible for any claim, loss, damage, liability or expense to the extent caused by the negligence or willful misconduct of Owner, its directors, officers, members, shareholders, partners, employees, representatives or agents. The obligations of indemnification imposed by this section shall survive the termination of this Services Agreement and the completion of the Services.

PROFESSIONAL STANDARDS: The Consultant is providing professional services to Owner as specified in the Services Agreement, or under any related agreement, and in accordance therewith, the following provisions shall apply:

The Consultant represents, warrants and covenants to Owner that: (a) it knows the nature and scope of the Services and that it is familiar with the type of problems typically encountered in conducting the Services; (b) that it has the capability, experience and resources to perform the Services as required hereunder; (c) that the Services will be performed in a timely, professional and workmanlike manner in accordance with the highest professional standards employed in the industry; (d) that all Services shall be performed safely and shall comply with: (i) all applicable federal, state and

local laws, ordinances, regulations, orders and directives; (e) that all cost estimates, approvals, recommendations, opinions and decisions by the Consultant have been and shall be made on the basis of the Consultant's experience, qualifications, and professional judgment; and (f) the Compensation is a fair and adequate price for the performance of the Basic Services. In the event that the Consultant's failure to comply with the requirements of the Services, or fails to comply with this Services Agreement, and requires the Consultant to perform a particular task again, the Consultant shall be responsible for the costs incident to performing that task again.

CONFIDENTIALITY: The Consultant hereby agrees that the Consultant shall consider all work performed for Owner and the results thereof, including, but not limited to, any reports or test results (hereinafter "Confidential Information"), as confidential and proprietary to Owner to be shared only with Owner and Owner's legal counsel. The Consultant agrees that any and all information provided to the Consultant in connection herewith shall also be considered Confidential Information that shall not be disclosed to others.

The Consultant further agrees that it will not, without the prior written consent of Owner, publish or otherwise divulge or disclose, or discuss with anyone, the Confidential Information irrespective of the source of such Confidential Information, other than publications thereof to Owner and Owner's legal counsel, and parties designated by either Owner or Owner's legal counsel. The Consultant shall take all reasonable precautions to assure that such Confidential Information is not used by or disclosed to others, directly or indirectly, other than as provided herein. Said precautions shall include, but not be limited to, the following: (a) advising all of the Consultant's directors, officers, agents, employees and representatives, including, but not limited to, subcontractors, laboratories, technicians, engineers and consultants retained by the Consultant, of such privileged, confidential, and proprietary status, and securing verbal or written agreements to honor same, (b) refraining from publishing or divulging any such information in breach of the intent hereof, and (c) labeling all written communications and records of such Confidential Information as "Confidential."

INSURANCE: Consultant shall maintain insurance coverage in the forms and in at least the amounts set forth in Exhibit "A" attached hereto and made a part hereof, and such policies shall name Owner as additional insureds.

The Consultant shall furnish to Owner certificates of insurance showing the coverages and limits of liability above stated. The Consultant's insurance shall be primary and not be entitled to contribution from any insurance maintained by Owner, if any. The above insurance limits are minimum requirements and do not constitute limits on the Consultant's liability.

INFORMATION FROM OTHER PARTIES: The Owner and Consultant acknowledge that Consultant may rely on information furnished by other parties in performing its Services on the Project. Consultant shall not be liable for any damages that may be incurred by the Owner in the use of this third party information.

SPREAD OF CONTAMINATION: Owner understands and agrees that Consultant shall not be responsible for any claims or damages which may arise as a result of or from the spread of contamination caused by drilling, sampling or any other activity unless such spread or contamination is substantially caused by the negligence of Consultant.

PERMITS AND APPROVALS: Unless otherwise specifically stated in the Scope of Services, obtaining permits and approvals for the Project is the responsibility of the Owner. Consultant will assist the Owner provided the assistance shall consist of completing and submitting forms as to the results of certain work included in the Scope of Services and the assistance does not include special studies, special research, attendance at meetings with public authorities, special testing or special documentation not normally required for similar projects. If Consultant participates in any way with any permitting process, Consultant provides no guaranty or warranty that any permits or approvals will be provided. Owner shall pay Consultant for all reimbursable expenses regardless of the outcome of approval or denial of permits or other approvals.

TERMINATION: Owner may terminate this Services Agreement in whole or from time to time in part, at any time by written notice to the Consultant. Upon such termination, the Consultant agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Consultant, Owner shall pay the Consultant in accordance with Subsection (c) below:

(a) Upon receipt of any such notice, the Consultant shall, unless the notice otherwise directs, immediately discontinue the Services on the date and to the extent specified in the notice; place no further orders or contract with subcontractors for material, equipment, services or facilities, except as may be necessary for the completion of such portion of the Services as is not discontinued, if any; promptly make every reasonable effort to procure cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of the discontinued portion of the Services and shall thereafter do only such work as may be necessary to preserve and protect work already in progress and to protect materials, plants and equipment on the Site or in transit thereto.

(b) Upon such termination, the obligations under this Services Agreement shall continue as to that portion of the Services already performed and as to bona fide obligations assumed by the Consultant prior to the date of termination.

(c) Upon termination, the Consultant shall be entitled to be paid the full cost of all Services properly completed by the Consultant to the date of termination not previously paid for.

INDEPENDENT CONSULTANT: It is expressly understood that the Consultant is an independent contractor and that neither Consultant nor its employees or subcontractors are servants, agents, employees or representatives of Owner. Owner shall not be held as a party to any subcontract entered into by the Consultant to perform the Services. The Consultant shall have sole responsibility and control in implementing and supervising the performance of the Services, including all safety matters. The Consultant shall be liable for the acts and omissions of its subcontractors.

RECORDS AND DOCUMENTS: All reports, documents, information and any materials generated by or furnished to the Consultant under this Services Agreement or any accepted Change Order, as well as any plans, specifications or other similar materials provided to the Consultant or any subcontractor by Owner, shall be and remain the property of Owner and shall be returned to Owner immediately upon Owner's request therefore. The Consultant shall not use any such reports, documents or information developed during performance of the Services or any such materials for any other purpose without the prior written consent of Owner. Owner shall have the unfettered right to make any use it deems appropriate of such reports, documents, information and/or similar materials.

DISPUTE RESOLUTION: Claims and disputes in relation to the Project involving claims in the aggregate of less than twenty-five thousand dollars, (\$25,000.00) without interest or attorney's fees and without consideration of counterclaims, shall be decided by a court of competent jurisdiction exclusively in Macomb County, Michigan. Claims and disputes arising in relation to the Project involving claims in the aggregate of greater than twenty-five thousand dollars (\$25,000.00) shall be decided by arbitration in accordance with the applicable rules of the American Arbitration Association. There shall be a single arbitrator. The award shall be final and binding and enforceable in a court of competent jurisdiction. In either arbitration or litigation, the prevailing party shall be entitled to recover its attorney's fees and costs through all levels of appeal. Jurisdiction, venue and the hearing locale for all arbitrations or litigation shall lie exclusively in Macomb County, Michigan.

WAIVER OF RIGHTS: The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

GOVERNING LAW: The terms of agreement shall be governed by the laws of the state of Michigan.

ASSIGNMENT: Neither party shall assign its rights, interests, or obligations without the express written consent of the other party.

ENTIRE AGREEMENT: This Services Agreement constitutes the entire understanding and agreement between the parties hereto relating to the subject matter hereof and supersedes any and all prior agreements, whether written or oral, of the parties.

SEVERABILITY: If any portion of this Services Agreement is judged illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect any other portion of this Services Agreement.

ELECTRONIC/FACSIMILE SIGNATURES: The signatures on any agreement shall be deemed to be original signatures when transmitted electronically or by facsimile machine or by any other medium. No party shall be required to produce an agreement with an original signature in order to enforce any provision of these terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and entered into this PSA. To be valid, this PSA must be signed by an authorized representative of F&V Operations and Resource Management, Inc.

OWNER
CITY OF MOUNT CLEMENS

CONSULTANT
F&V OPERATIONS AND RESOURCE MANAGEMENT, INC.

By: _____

By: _____

Title: _____

Title: H. Blair Selover

By: _____

By: _____

Title: _____

Title: Larry J. Fleis, P.E.

Date: _____

Date: _____

EXPLANATION OF AGENDA – March 16, 2015

Agenda Item No. 9-E

APPROVE PURCHASES AND PAYMENT OF INVOICES

VENDOR (PURCHASES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
1. Bell Equipment Company 78 Northpointe Drive Lake Orion, MI 48359	Estimated Annual Requirement of Street Sweeper Parts	Motor Pool Fund/ Department of Public Services/ Repair-Replacement Parts	661-44100-784000	\$9,504.91	\$14,366.71
2. JC Landscaping & Sprinkler System Services, Inc. 118 Grove Park Mount Clemens, MI 48043	On 05/06/13, the City Commission Awarded JC Landscaping the Bid for our estimated Annual requirement Of Lawn Mowing Services to Require Sites to Conform to The City's Codes And Ordinances for A 2-year period. At This time, we are Requesting a 2-year Extension.	General Fund/ Community Development/ Contractual Services	101-72100-818000	\$22.00/ Residential and Commercial Lot \$36.00/hour Additional Items	*

VENDOR (INVOICES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
1.ASSA ABLOY Entrance Systems 38291 Schoolcraft Road Suite 103 Livonia, MI 48150	Repairs to Automated Entrance door At City Hall	General Fund/ Building Maintenance/ Contractual Services	101-26500-818000	\$1,895.00	\$15,874.21
2.Kramer & Murray, P.C. Ruggirello, Velardo, Novara, and Ver Beek, P.C. 65 Southbound Gratiot Mount Clemens, MI 48043	Legal services For the month of February, 2015	General Fund/ Legal Services/ Legal Fees	101-26600-826000	\$8,335.95	\$61,208.80
		General Fund/ Legal Services/ Legal Fees-Labor	101-26600-826001	\$1,048.81	\$4,094.25
		Water-Utilities Fund/ Commercial Activities/ Legal Fees	591-53703-826000	\$697.18	*
		Sanitation Fund/ Sanitation System/ Legal Fees	596-52100-826000	\$545.62	\$2,016.22

*Budget amendment to be made at a later date.

SUBMITTED BY: Marilyn Dluge, Finance Director/Treasurer

RECOMMENDED MOTION: Approve purchases and payment of invoices as presented.

CITY OF MOUNT CLEMENS

Tabulation of sealed bids received and opened on Tuesday, February 24, 2015, for our estimated annual requirement of Elgin Street Sweeper OEM Parts needed by the Department of Public Services:

BIDDER	TOTAL COST
1. Bell Equipment Company 78 Northpointe Drive Lake Orion, Michigan 48359	\$9,504.91
2. Lecal Equipment, Inc. 901 West Pike Street Jackson Center, OH 45334	\$8,324.22 After Market Parts; does not meet Bid Specification.

Marilyn Dluge
Finance Director/Treasurer

CITY OF MOUNT CLEMENS

Tabulation of sealed bids received and opened on Tuesday, February 26, 2013, for Lawn Mowing Services to Require Sites to conform to the City's Codes and Ordinances:

BIDDER	COST/RESIDENTIAL LOT	COST/COMMERCIAL LOT	HOURLY RATE FOR ADDITIONAL ITEMS
1.Americon Dream Landscaping 5566 East Ten Mile Road Warren, MI 48091	\$11.00	\$12.00	\$18.00
2.Bowman Associates 36220 Harcourt Clinton Township, MI 48031	\$35.00	\$50.00	\$60.00
3.Excel Landscaping, LLC 38355 Hazel Harrison Township, MI 48045	\$18.00	\$22.00	\$20.00
4. Green Valley Conservation Services, Inc. 116 South Rose Street, Suite 1A Mount Clemens, MI 48043	\$40.00	\$100.00	\$135.00
5.JC Landscaping & Sprinkler System Services, Inc. 118 Grove Park Mount Clemens, MI 48043	\$22.00	\$22.00	\$36.00
6. Landscape Services, Inc. 22932 Rasch Drive Clinton Township, MI 48035	\$100.00	\$150.00	\$45.00

Marilyn Dluge
Finance Director/Treasurer

EXPLANATION OF CONSENT AGENDA – March 16, 2015

Agenda Item No. 10-A

Appointments to Boards, Committees and Commissions

Historical Commission

Mayor recommends appointing Robert Petitpren Jr. to the Historical Commission. This is for a 3-year term, which expires June 30, 2018.

Board of Review

Mayor recommends reappointing Ethel Bloch to the Board of Review. This is for a 3-year term, which expires January 31, 2018.

Board of Zoning Appeals

Mayor recommends reappointing Paul Kropp to the Board of Zoning Appeals. This is a 3-year term, which expires September 30, 2017.

Mayor recommends reappointing Michael Simmons to the Board of Zoning Appeals. This is a 3-year term, which expires September 30, 2017.

Mayor recommends reappointing Susie Wells to the Board of Zoning Appeals. This is a 3-year term, which expires September 30, 2017.

Traffic Safety Committee

Mayor recommends reappointing Richard Morisette to the Traffic Safety Committee. This is a 3-year term, which expires January 31, 2018.

SUBMITTED BY: Barb Dempsey
Mayor

RECOMMENDED MOTION: To approve appointments as presented.

EXPLANATION OF CONSENT AGENDA – March 16, 2015

Agenda Item No. 10-B

Request Approval to Proclaim April 17, 2015 through May 4, 2015 as White Cane Week and Grant Permission to Conduct Charitable Solicitations

The Mount Clemens Lions Club is asking the City Commission to proclaim April 17 through May 4, 2015, as White Cane Week.

The group is also seeking permission to conduct charitable solicitations at various traffic intersections between April 17 and May 4, 2015. The funds collected will benefit various local charities as well as offset costs associated with selected Mount Clemens community events. Volunteers will be required to wear reflective safety vests.

A Certificate of Liability Insurance has been submitted naming the City as an additional insured.

SUBMITTED BY: Brian L. Tingley
Community Development Director

RECOMMENDED MOTION: Move to proclaim April 17 through May 4, 2015, as White Cane Week and grant permission to the Mount Clemens Lions Club to conduct charitable solicitations at various traffic intersections during this same time.



March 7, 2015

Honorable Barb Dempsey
Mayor, City of Mt. Clemens
1 Crocker Blvd.
Mt. Clemens, MI 48043

Dear Mayor Dempsey,

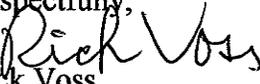
Lions Clubs throughout Michigan will be observing WHITE CANE WEEK April 17th through May 4th, 2015. During this week, Lions will be informing the public about the mission of Lions Clubs. The mission of Lions Clubs is primarily focused on Sight and Hearing Conservation. However, as you know the Mt. Clemens Lions Club is also actively involved in our Mount Clemens community with our participation in youth vision screening, the annual Bath City Festival and the annual Ice Carving project. We also support local entities including Family Youth Intervention, Salvation Army, Care House, YMCA, and MCREST which was formerly located in the city of Mount Clemens.

On behalf of the Mt. Clemens Lions Club I respectfully request permission to pass out our White Cane emblems on the city streets and accept donations from the public during the above-stated White Cane Week dates. Further, we request that you place this item on the agenda of the City Commission and acknowledge White Cane Week with the traditional Proclamation.

Enclosed please find the Certificate of Insurance from Lions Clubs International showing the City of Mt. Clemens as additional insured.

If there are any questions in this or any other way the Mt. Clemens Lions Club may of assistance, please do not hesitate to contact me.

Respectfully,


Rick Voss

Past President

Mt. Clemens Lions Club

586-863-7564

rvossep@hotmail.com

Additional Contact Information: Rick Voss, Cell Phone # 586-863-7564

Enclosures: Lions Club International Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/09/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Illinois, Inc. 425 N. Martingale Road, Suite 1100 Schaumburg, IL 60173	CONTACT NAME: John Adams PHONE (A/C. No. Ext): 1-800-316-6705 E-MAIL ADDRESS: lionsclubs@willis.com	FAX (A/C. No): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE	
INSURED Mt. Clemens Lions Club Mt. Clemens Michigan	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HDOG27336395	09/01/2014	09/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISAH08827552	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU. TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: White Cane Drive 4/17/2015 - 5/1/2015

The City of Mount Clemens, including all elected & appointed officials and employees and all other individuals working on behalf of the city; Kroger store at Crocker and Metro Parkway Harrison Twp. MI; The Post Office Federal property in Mt. Clemens, MI. is included as an Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the Insured shown above and not out of the sole negligence of said additional insured. PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER City of Mount Clemens One Crocker Boulevard Mouth Clemens Michigan 48043	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured The International Association of Lions Clubs		Endorsement Number 20	
Policy Symbol HDO	Policy Number G27336395	Policy Period 09/01/2014 TO 09/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The City of Mount Clemens, including all elected and appointed officials and employees and all other individuals working on behalf of the City, Kroger store at Crocker and Metro Parkway Harrison Twp. MI.

Name of Person or Organization: The Post office Federal property in Mt. Clemens MI

Persons or Organizations granting use of real property, including structures thereon, to a named insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an additional insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by, used by or rented to you.

This insurance does not apply to:

1. Any "occurrence" which takes place after the named insured ceases to have use of said premises or above items.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization as described above.
3. Liability out of the sole negligence of the additional insured.


Authorized Representative

EXPLANATION OF CONSENT AGENDA – March 16, 2015

Agenda Item No. 10-C

Request Approval of the 2015 Downtown Development Authority Calendar of Events

The Mount Clemens Downtown Development Authority is requesting authorization of the proposed 2015 Calendar of Events. This schedule of events includes events wholly produced and promoted by the Mount Clemens Downtown Development Authority and those events produced in partnership with other organizations. The entire list of events, dates and event boundaries is attached.

This request is to also authorize the temporary closing of required City streets as described in the attached document.

SUBMITTED BY: Michelle Weiss
Marketing & Event Coordinator
Mount Clemens Downtown Development Authority

RECOMMENDED MOTION: Approve the 2015 Calendar of Events as presented by the Mount Clemens Downtown Development Authority.

2015 Calendar of Events Downtown Mount Clemens

<u>Date</u>	<u>Event Name</u>	<u>Location</u>
May 8-9	Mount Clemens Made in Michigan Show	Macomb Place includes closure of Macomb Place between North Main and Pine and authorization to erect special signage
May 9	Spring Fun Saturday & Kiwanis Bike Rodeo	Fountain Stage, immediate surrounding area and closure of Macomb Place between North Main and Walnut
June 3	Nashville in the Neighborhood Concert	Macomb Place includes closure of Macomb Place between Pine and SB Gratiot and the north entrance to the Macomb Place parking lot
June 5	Bud Light Classic Car Registration Night & Cruise	NE corner of North Main at Market
June 6	Summer Fun Saturdays	Fountain Stage and immediate surrounding area in conjunction with the Mount Clemens Art Fair
June 6	Bud Light Classic Car Show & Cruise Night	North Main between Cass and Welts and Market Street between Cherry and NB Gratiot Includes closure of Macomb Place between North Main and Walnut
June 26	Independence Day Fireworks and Riversight and Sound Concert	Clinton River Park and public streets and sidewalks - streets to include First Street, Crocker Boulevard, Cass Avenue, North Main to Market and NB Gratiot to Market. Additional street closures, if needed, to ensure public safety and traffic flow. Rain Date June 27, 2015
July 1	Nashville in the Neighborhood Concert	Macomb Place includes closure of Macomb Place between Pine and SB Gratiot and the north entrance to the Macomb Place parking lot
July 10	Uptown Friday Night Concert	Fountain Stage and immediate surrounding area includes closure of Macomb Place between Walnut and Pine
July 15 thru September 16	Wednesday Farmers Market	Roskopp Parking Lot along SB Gratiot and Pine Free parking for customers during Market 2pm - 6pm
July 17	Uptown Friday Night Concert	Fountain Stage and immediate surrounding area includes closure of Macomb Place between Walnut and Pine
July 24	Uptown Friday Night Concert	Fountain Stage and immediate surrounding area includes closure of Macomb Place between Walnut and Pine
July 31	Uptown Friday Night Concert	Fountain Stage and immediate surrounding area includes closure of Macomb Place between Walnut and Pine
Aug 5	Nashville in the Neighborhood Concert	Macomb Place includes closure of Macomb Place between Pine and SB Gratiot and the north entrance to the Macomb Place parking lot
Aug 14	Uptown Friday Night Concert	Fountain Stage and immediate surrounding area includes closure of Macomb Place between Walnut and Pine
Aug 21	Uptown Friday Night Concert	Fountain Stage and immediate surrounding area includes closure of Macomb Place between Walnut and Pine
Aug 26	Nashville in the Neighborhood Concert	Macomb Place includes closure of Macomb Place between Pine and SB Gratiot and the north entrance to the Macomb Place parking lot

Sept 25-27	Downtown Oktoberfest	Macomb Place between Pine and SB Gratiot and the Macomb Place Parking Lot by the Anton Art Center. Closed Thursday PM September 24 for tent set-up.
Oct 24	Halloween Spooktacular	Fountain Stage and immediate surrounding area includes closing of Macomb Place between North Main and Pine and New between Walnut and Cherry
Nov 20	Christmas Open House	Macomb Place between Walnut and Pine includes closing of Macomb Place between Walnut and Pine
Nov 27	Macomb County Santa Parade	South Main and North Main between Robertson and NB Gratiot includes closing of South Main and North Main between above-mentioned streets
Dec 31	Macomb County New Year's Eve Gala	North Main between Market and Macomb Place includes closing of North Main between Macomb Place and Market and Walnut between Macomb Place and New and New between Walnut and Cherry
Feb 5-7, 2016	Mount Clemens Ice Carving Show	Macomb Place sidewalks, Fountain Stage and Cherry Street Mall includes closure of Macomb Place between Walnut and Pine

EXPLANATION OF AGENDA – March 16, 2015

TO: The Honorable Mayor Barb Dempsey and
All City Commissioners

FROM: Steven M. Brown, City Manager

DATE: March 13, 2015

RE: Report from the City Manager's Office

1. Master Plan Update Status: The City received 5 responses to our Request for Proposal process. The previously established Selection Committee will soon receive the proposals, individually review the proposals and then meet as a committee to formally review the proposals.
2. County Construction Project Update: The City continues to actively participate with the County on their work involving their City of Mount Clemens campus facilities. Brian Tingley and staff remain committed to working proactively and cooperatively with County staff and representatives to ensure a successful project outcome for the County and the City. The first official activity to be completed was the Planning Commission's approval of the County Administration Building parking structure.
3. Curbside Residential Compost Pickup: This service will begin again on March 30, 2015 with service continuing through December 4, 2015. We have sent press releases to local newspapers. Also, this information has been added to the City's cable television information and the website.