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December 1st, 2007

Mr. Stephen Truman
City Manager
City of Roseville
29777 Gratiot Ave.
Roseville, MI. 48066

Re: Towing and Vehicle storage agreement

Dear Mr. Truman:

I am writing to you in regards to our current contract with the city. As you are aware, much has changed since our last price adjustment back in 1999. We have seen several major price increases in the cost of Diesel Fuel, Equipment and many other expenses involved in providing our services.
I would like Council's consideration for a rate adjustment.
I have delayed this request to you in hopes that it would not be necessary.

Van's Towing has been a long time Roseville business since 1949. We are proud that the City of Roseville has entrusted us to provide the Emergency Towing Service for the city. Working next to the Police and Fire Departments, our service is a key element to public safety. When we are called to an accident scene, our staff responds and is responsible for clearing the roadway quickly, and restoring the normal traffic flow in a safe and timely manner.

Over the past several years, higher traffic volumes combined with changes in Police procedures and additional paperwork, have increase the amount of time it takes to complete each call.
During my research, I have also found that towing companies in other communities have a fuel surcharge, and a clean up fee or oil dry fee in addition to the normal towing fee. This clean up fee is used to cover the cost of oil absorbents as well as the cost to dispose of all accident debris. The clean up fees ranges from $25.- $45. per accident invoice. I would like your consideration in adding clean up as an additional service, and this fee would only be applied to accident calls.

Just a reminder that the City of Roseville is <u>not charged</u> for any of our services. Our charges are covered either by the vehicle's insurance company or is billed directly to the vehicle's owner.

We do work closely with the Police Department, and in many cases we have released vehicles without any charges. We have released vehicles that were either impounded incorrectly, or the owner has had special circumstances, that warranted a release without charge.

Please review the following charts. The first one shows how the cost for fuel, equipment and insurance has increased. The second chart compares our current pricing to the proposed rates.

Price changes since 1999

Diesel Fuel cost up	**287%**
Insurance cost up	**127%**
Equipment cost up	**43%**

Service	Current Rate	Proposed Rate
Wheel Lift Tow	$55.	$80.
Flatbed Tow	$75.	$105.
Storage per day	$10.	$15.
Clean up		$25.

Towing rates are for tows that are called in by the Police and towed to our yard.

I have attached additional information and invoices. I hope that you will find this to be helpful.

I would like to thank you and City Council for their consideration on this matter.
Please contact me if you have any questions.

Sincerely,

[redacted]

Robert P. Fronrath
President
Van's Service Towing Inc.

WASTE MANAGEMENT

April 8, 2003

Mr. John C. Knapp, City Manager
City of Roseville
29777 Gratiot
Roseville MI 48066

Dear Mr. Knapp:

Please find enclosed all three contract documents signed by Jeff Harris our Area Vice-President. After you review and sign the contract documents, please return one original to me. Also, I have listed the municipal locations below that we will provide service as a courtesy.

		ADDRESS CORRECTIONS:
City of Roseville		
City Hall	18975 Common Road	29777 GRATIOT
Police Station	Common Road	29753 GRATIOT
Fire Station	17644 Frazho Road	
Fire Station	18750 Common Road	
Public Works	29411 Calahan	
Parks & Recreation	Sycamore	18185 SYCAMORE

Please review the locations I have listed and let me know if I missed any.

Sincerely,

WASTE MANAGEMENT
[redacted]
Donald Barretta, Jr.

Enclosure

THIS AGREEMENT made and executed and effective the 25th day of FEB. 2003 by and between THE CITY OF ROSEVILLE, a Michigan municipal corporation, whose address is 29777 Gratiot Avenue, Roseville, Michigan 48066 (hereinafter referred to as "CITY") and WASTE MANAGEMENT, whose address is 22650 Stevenson, Clinton Township, Michigan 48035 (hereinafter referred to as "CONTRACTOR".)

Section 1

BACKGROUND

The CITY is desirous of executing an agreement with a competent and qualified contractor to provide solid waste rubbish pickup and disposal for single family and multiple residences, school, churches and municipal facilities, currently involved in the City pickup program and future additions (added sites fitting the previous description). Co-mingled approved recyclables properly placed in 18-gallon containers will be separated curbside and collected. Approved compost placed in kraft paper bags or otherwise assembled as directed by the contract, shall also be collected. Solid waste collected shall be delivered to the South Macomb Disposal Transfer Station. Recyclables and compostables shall be collected and disposed of at a location to be determined by the CONTRACTOR. The materials, tools, equipment and services to perform this agreement upon the terms and conditions set forth in compliance with all applicable laws, regulations and orders issued by any authority with jurisdiction now or hereinafter.

Section 2

GENERAL OVERVIEW

Pursuant to the terms of this contract, the CONTRACTOR agrees that it will perform in a good and workman-like manner, in accordance with generally accepted practices in the solid waste disposal industry, the curbside collection of solid waste, recyclables, compost and perform other services provided in the contract. Disposal shall include single family and multiple residences, schools, churches and municipal facilities currently involved in the city program and future additions (added sites of a similar description). The CITY reserves the right to add and delete pickup sites. The term of service shall be five (5) years with an option to renew for five (5) years.

The contract shall include curbside residential solid waste pickup, recyclables and compost pickup, and pickup in certain locations and certain sites of combined rubbish in larger containers as well as the provision of other services.

Service to residents should be provided on the same day of the week that is currently scheduled under the CITY program and the successful bidder shall be responsible for notifying of any change in scheduling immediately after contract award.

The contract guarantees a fixed price during the contract term for collection and transportation of the CITY'S solid waste, recyclables and compost on a guaranteed unit price basis. The CONTRACTOR shall collect and deliver solid waste to the South Macomb Disposal Authority Transfer Station. Recyclables and compost shall be collected and disposed of at a location to be determined by the CONTRACTOR.

The CONTRACTOR shall comply, at its sole expense and cost, with all applicable laws, regulations and judicial orders issued by any authority with jurisdictions, including but not limited to, a1978 Public Act 641 Et Seq, as amended. The CITY agrees to pay in sums provided on the unit basis for all work performed.

Section 3

LENGTH OF CONTRACT

This contract shall become effective on the date of execution as provided above, and shall continue for a period of five (5) years with an option to renew for five (5) years, unless terminated sooner by the CITY under the provisions of this agreement.

Section 4

DEFINITIONS

4.01 Building Refuse: Shall mean waste materials from the demolition, construction, remodeling and repair operations on residences and other buildings. A small amount shall be accepted by the CONTRACTOR as the normal amount of refuse from households (if the quantity does not exceed sixty (60) pounds in weight, 35 gallon in volume, or any pieces longer than four (4') feet in length). Greater quantity shall not be regarded as building refuse but as industrial refuse, and shall be removed by a building or demolition contractor employed by the resident, or by the resident himself/herself.

4.02 Bulk Items: Large pieces of furniture, bedsprings, mattresses, appliances, water closets, toilets, bathtubs, sinks and other discarded materials incidental to the usual major routine of housekeeping.

4.03 Christmas Trees: Natural trees with decorations and tinsel removed, used for decoration to celebrate the Christmas holiday is considered as compost if placed curbside only between the periods of December 26 and January 15.

4.04 City: The word "CITY" shall mean the governmental entity, including its officers, employees and agents, representing the area of the City of Roseville.

4.05 City Manager: Shall mean either the duly appointed City Manager of the City of Roseville or authorized and designated representative.

4.06 Commingled Recyclables: A collection of recyclable materials placed in a single, approved container for collection at curbside.

4.07 Compost: Material resulting from home landscaping including cut grass, leaves, cut weeds, shrub trimmings, brush, twigs and other organic matter of a similar nature placed in a kraft paper bag or approved container with appropriate label, for collection at curbside. Compost shall be subject to pickup commencing in April and concluding at the end of the leaf pickup season, with specific dates to be mutually agreed between the CITY and CONTRACTOR. Christmas trees shall be considered compost from December 26 to January 15 of each year.

4.08 Contractor: Shall mean WASTE MANAGEMENT.

4.09 County: The governmental entity representing the incorporated area of the County of Macomb, State of Michigan.

4.10 Curbside: The designated physical location for the placement of solid waste accumulations, recyclables and compost intended for residential service collection and disposal. This designated location shall be as near as possible to the traveled streets in an area designated and defined by the CITY. The intention of a curbside designation is to allow collection by the CONTRACTOR'S personnel in a rapid manner with walking or reaching requirements minimized.

4.11 Field Supervisor: An employee retained by the CONTRACTOR to oversee the collection of solid waste, compost and recyclables.

4.12 Garbage: All waste material of animal, fish, fowl, fruit or vegetable matter incidental to the use and storage of food for human consumption.

4.14 Household Hazardous Waste: Any household waste material customarily generated by a single family home that may be described as ignitable, reactive, corrosive or toxic, or other such materials as defined by the Michigan Department of Natural Resources Hazardous Waste Management Act (Act 64 of 1979, as amended), including both wet and dry cell batteries.

4.15 Landfill: Any solid waste land disposal area for which a permit, other than a general permit, is required and for which such permit has been issued under Public Act 641 of 1978, State of Michigan as amended, or any other similar Act subsequent.

4.16 Mixed Waste: A mixture of garbage, rubbish, yard waste and building refuse.

4.17 MRF: The acronym "MRF" is used to describe a Materials Recovery Facility, which is a facility for the separation of recyclable materials from the waste stream for marketing as reusable product or raw material.

4.18 Multi-Family Residence: Two (2) or more residential units under a common roof.

4.19 Performance Bond: The approved form of security furnished by CONTRACTOR and Surety is a guarantee of good faith on the part of the CONTRACTOR to execute and perform work according to the terms of the contract.

4.20 Recyclable Materials: Commingled and/or presorted materials including but not limited to high-grade paper, glass, metal, plastic, aluminum, newspapers, corrugated paper and such other materials as the parties may agree in writing.

4.21 Resident Manager: The CONTRACTOR'S on-site operations manager responsible for the coordination of all work completed under this contract and who shall have substantial experience in the operation and management of a garbage and rubbish collection system.

4.22 Rubbish: The miscellaneous solid waste material generated from single-family and multi-family residential dwellings, schools, churches, and other locations within the CITY as specified, including but not be limited to packing boxes, cartons, excelsior, paper, magazines, ashes, tin cans, bottles, glassware, dishes, rubber, rags, wood, leather, automobile tires, automobile parts, floor sweepings, etc. It will further include large pieces of furniture, bed springs, storm doors and windows, metal furniture, refrigerators, stoves, washers, dryers, dishwashers, air conditioning units, furnaces, humidifiers and dehumidifiers, hot water heaters, water closets, toilets, bathtubs, sinks, carpets and pads, railroad ties and fences or fence posts not exceeding 4" in diameter and 4 feet in length, and other discarded material incidental to the usual routine of housekeeping.

4.23 Single Family Homes: A separate residential structure, plus certain residential multiple units as designated by the CITY.

4.24 Solid Waste: A mixture of garbage, rubbish, yard waste and building refuse.

4.25 Street Sweepings: Dirt type material collected by CITY street sweepers.

4.26 Surety: The person, firm or corporation bound with and for the CONTRACTOR to insure the performance of the contract.

4.27 Unit Rate: The monthly rate or fee charged by the CONTRACTOR for various collection, processing and disposal services as set forth hereinafter, prorated on a unit basis, i.e. per single and multi-family residence.

ALTERNATE PROPOSAL - #1

WM will collect, transport and dispose of residential curbside yard waste at a licensed compost site of our choice (WM will pay the disposal fee).

Table 1: Monthly Rate and Charges / Per Unit

Residential Unit Curbside	Curbside Solid Waste Collection With Composting	Curbside Bin System Recycling with Salvage Price to City	Curbside Bin System Recycling with Salvage Price to Contractor
2003 Year 1	$5.05	$1.28	$1.28
Year 2	$5.18	$1.31	$1.31
Year 3	$5.30	$1.35	$1.35
Year 4	$5.45	$1.39	$1.39
Year 5	$5.60	$1.43	$1.43
Year 6	$5.75	$1.47	$1.47
Year 7	$5.90	$1.51	$1.51
Year 8	$6.06	$1.56	$1.56
Year 9	$6.22	$1.61	$1.61
Year 10	$6.39	$1.66	$1.66

Include brief description and number of vehicles and how used for each category bid above.
(See Equipment List)

NOTE: Current recyclable market pricing is too low to allow for a salvage price to be paid to the contractor or the city. WM agrees that should recyclable market pricing dramatically increase during the term of the contract, WM and the city will meet to discuss and develop a formula for salvage price payment.

City of Roseville

MAYOR
HAROLD L. HAUGH

MAYOR PRO TEM
JOHN CHIRKUN

CITY COUNCIL
SALVATORE AIUTO
JAN HAGGERTY
COLLEEN MCCARTNEY
BILL SHOEMAKER
ROBERT R. TAYLOR

CITY MANAGER
STEPHEN A. TRUMAN

February 12, 2008

Macomb County Board of Commissioners
One South Main
9th Floor
Mount Clemens, MI 48043

Re: Charges for housing of inmates

Commissioners:

This letter is to inform you that the City of Roseville, the Roseville Police Department and the 39th District Court of Roseville are against any monetary fees that may be imposed on us for the housing of inmates at the Macomb County Jail that have been charged or convicted of a local ordinance. We feel that any monetary charge to any of our agencies would create an undue hardship and we respectfully request that you do not vote in favor of or approve such a fee.

If such a fee is imposed, we may be forced to request prosecution from the Macomb County Prosecutor rather than through a local ordinance, thus increasing the County Prosecutor's case load. As our County Commissioners we request that you reconsider and vote against this fee.

Respectfully,

Harold Haugh
Mayor

John Chirkun
Mayor Pro-Tem

Salvatore Aiuto
Councilmember

Jan Haggerty
Councilmember

Colleen McCartney
Councilmember

William Shoemaker
Councilmember

Robert Taylor
Councilmember

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