CITY OF BURTON

BURTON CITY COUNCIL MEETING

AUGUST 20, 2018

AGENDA

Council Chambers	Regular Meeting	7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

A. INVOCATION LED BY: DUANE HASKINS

B. THE PLEDGE OF ALLEGIANCE IS LED BY: DUANE HASKINS

C. ROLL CALL

D. STAFF PRESENT

E. APPROVAL OF MINUTES

1. City Council - Budget Workshop - May 30, 2018 6:30 PM
2. City Council - Budget Workshop - Jun 5, 2018 6:30 PM
3. City Council - Regular Meeting - Jun 7, 2018 6:30 PM
4. City Council - Regular Meeting - Jun 18, 2018 7:00 PM
5. City Council - Public Hearing - Jul 2, 2018 6:00 PM
6. City Council - Regular Meeting - Jul 2, 2018 7:00 PM
7. City Council - Regular Meeting - Jul 16, 2018 7:00 PM
8. City Council - Regular Meeting - Aug 6, 2018 7:00 PM

F. ADMINISTRATIVE REPORTS

G. COMMITTEE REPORTS

H. AUDIENCE PARTICIPATION

Now is the time set-aside for members of the audience to address the Burton City Council. I would ask each individual to give their name and address for the record and to limit their comments to three (3) minutes and to speak on the topics germane to City business.

I. COUNCIL DISCUSSION

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Doyle) 7/31/2018to 8/13/2018 in the amount $6,725.75.

2. Approve and authorize the payment of Attorney Billing (Masud) June 28, 2018 - July 31, 2018 in the amount $4,446.00

3. Approve and authorize the Attorney Billing for Jack Belzer (July 2018 consultations with Council President) in the amount of $568.75.

4. Approve and Authorize the Mayor and City Clerk to execute a contract with ROWE Professional Services Company, 540 S. Saginaw Street, Flint, MI 48502, for Preliminary Engineering of Center Road from Davison Road to the north City limit (DPW Project No. 18-006-P), at an estimated cost of $129,687.23, contingent upon approval of the City Attorney.

5. Approve and authorize the sale of Lot 25 in the Burton Estates Subdivision number 1 - commonly known as 6084 Burton Estates Drive, Parcel No. 59-24-502-025, to give first and final approval for the sale of this parcel to VIP Land Holdings, LLC, 52188 Van Dyke Ave., Suite 105, Shelby Township, MI 48316, for the sum of $7,142.80 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

6. Consumers Energy Company Gas and/or Electric Franchise Ordinance Approve and Authorize, AN ORDINANCE, granting to CONSUMERS ENERGY COMPANY, its successors and assigns, the right, power and authority to lay, maintain and operate gas mains, pipes and services, and to construct, maintain and commercially use electric lines consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers and other electrical appliances on, under, along and across the highways, streets, alleys, bridges, waterways, and other public places, and to do a local gas and/or electric business in the CITY OF BURTON, GENESEE COUNTY, MICHIGAN, for a period of thirty years.

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

CITY OF BURTON

BURTON CITY COUNCIL MEETING

MAY 30, 2018

MINUTES

Council Chambers	**Budget Workshop**	**6:30 PM**

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 6:30 PM.

A. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Councilman	Present	
Duane Haskins	Vice President	Excused	
Dennis O'Keefe	Councilman	Excused	
Steven Heffner	President	Present	
Danny Wells	Councilman	Late	6:36 PM
Vaughn Smith	Councilman	Present	
Christina Conley	Councilwoman	Present	

B. STAFF PRESENT

Paula Zelenko, Mayor
Rik Hayman, Chief of Staff
Bette Bigsby, Acting City Clerk
Bob Slattery, DPW Director
Charles Abbey, Deputy DPW Director
Karen Moffitt, Controller
Chris Howser, Road Superintendent

C. PRESENTATION & DISCUSSION

1. Major Roads

Mr. Smith asked the administration if they have a presentation for major roads.

Major Roads

Mayor Zelenko stated the state has approved and we have received a check for $268,400.00. That is for the additional road preservation type monies. That was covered under the new PA 82. Going to ask you on Monday night to amend the current year budget and create a new revenue line in this years' budget, not sure what we are going to label it yet. Line is to show the $268,400.00 revenue for PA 82 and another GL line that will show the expenditure. We won't be able to spend it all this year so fiscal year so we need it to drop down to Fund Balance. The proposed budget will need to reflect a new line item but the proposed budget will say zero revenue. What ever we do not use of $268,400.00 will be reflected in the expenditures of the proposed budget. It is a tracking mechanism. The State says we have to spend that money before the end of their fiscal year which is in October. We are going to have to start spending that money ASAP. Finish spending the $268,400.00 before September 30th.

Mr. Smith asked for a refresher on how the money may be spent.

Mayor Zelenko stated that the money can be used for chip seal crack seal fog seal which is our intent. Also in this current year major roads chip seal line, DWRF and Potter Road line item in the current year we projected we would expend $300,000.00 in chip seal, $300,000.00 in DWRF repair and $200,00.00 in Potter Road, $148,000.00 in chip seal, $27,000.00 in DWRF and on Potter road 120,000.00. We are projecting that $504,264 will fall to fund balance. We want to take the combination of those line items and put it in the proposed budget under the chip seal line item. DWRF repairs will be zero and Potter road will be zero. We will not be able to do it all this summer. We will do it this construction season.

Mr. Martinbianco wanted to know what we spent $120,000.00 on Potter Road.

Mr Slattery stated two years ago $200,000.00 to repair Potter Road Egleston to For Mar. The County beat up that section West to Belsay we were needing to do something with that section. Had conversation with County and found they had gotten a quote to do crush and shape base repair with top coat for $295,000.00 talking about For Mar to Egleston. They repaired the section For Mar east section. We have gone back and forth on specifications and materials they were going to use. If we would commit to $120,000.00 they would pay the rest.

Mr. Abbey stated they are obligated to fix the road they damaged. Their idea originally was to just go in and cut out some sections and patch were they feel their trucks caused damage. Through negotiations the number got better and better for us. We were going to have to pay $200,000.00 and now we are getting the same job for $120,000.00 for our share. We saved $80,000.00.

Mr Wells asked what changed from the conversation we had when they ran the pipes down that road that they were going to put it back to the same or better than when they started? Mr. Slattery explained that nothing has changed.

This is not the section the pipes go down. This section was were the trucks went down and they are going to make it as good or better.

Mr Heffner stated go look at Vassar and Belsay base course not done they need to feather the approaches ditching Could have been planned better our best interest get best deal.

Mayor Zelenko stated they would like to eliminate the transfer to local street we would like to take it to zero. We want to bring it back to Major Streets.

Ms. Moffitt stated Roads budget is different than other budgets. In most budgets you know who is being charged there and what percentage. In the roads budget we have the different classifications which the state requires us to do. Roads budget is major surface broken out between major and local, trees and shrubs, drainage more difficult to budget in that area because you don't know how much time someone is going to spend on winter maintenance, etc. in the different funds. Try to estimate the figures. Pull a history in payroll but it could change this year depending on where people work. In the proposed budget we want to work on ditching so there is more money in that line. All supervisor salary account are tied to that line in budget.

Looking at revenue projection for gas and weight tax. Page 54 is the computation. These are based on figures the state has posted for revenues on line. It is broken out between major and local roads. It is funded on the states fiscal year October through September. It is based on last fiscal year's budget. This is an estimate it is a blended estimate based on the figures they provided us online. It is estimated to go up about $250,000.00.

The line item that was pointed out earlier the federal, state construction match line item is mostly used for federal money reimbursed to us through state for preliminary engineering, construction engineering costs. For most road projects the state handles funding that and just charges us for local portion. We request reimbursement for Construction engineering and preliminary engineering.

Road projects season is now through Fall. With our fiscal year ending on June 30th we have to estimate what costs we are going to incur before June 30 and then after June 30th. I was told we were going to get a projected $72,00.00 reimbursement for Saginaw Street and $65,000.00 for Center Road, Lippincott to Lapeer in Construction engineering. It will end up in our find balance. The 1.5 million dollars in projected it has been updated for Payment is due in November. Funds carried into next year for principal and interest on that loan.

A transfer from the General fund of $150,000.00, a little budgeted for Belsay Road $30,00.00and the CMAC $50,0000.00 mostly for Rowe close out costs. . Mayor mentioned change the chip seal line and call it road preservation for chip seal, crack seal and fog seal. Adding $504,000.00 for road projects.

Surface maintenance has changed for how money was spent last year. Supervision salaries we spent $43,472.00 last year so we budgeted $44,00.00. Estimate on what we are going to spend. Patch and gravel up $25,000.00 gravel $5,000.00 crack seal up $25,000.00 increase for road repairs. Not having enough funds to do all the crack seal and chip seal that needed on some of the roads to be made we are adding more funds for road repairs to be made. Bridge inspection line item added we have to do that every two years separate to draw attention so we know to budget for it every couple of years. Equipment rental down based on how much was spent last year minor salary. Minor changes to salary and fringe benefits they do have the 15% increase in health insurance and estimates for MERS.

Drainage we increase the operating expenditure. Contractual services

Winter maintenance is up due to figures from this year. Interest expense from Lapeer and Center Road

Mr. Martinbianco asked about a traffic sign at Lapeer and Genesee Roads. People are hitting Lippincott fast. There is no red light or sign post with blinking red reflective cover. We need some sort of awareness.

Mr. Slattery stated the Road Commission Genesee and Lapeeer and Vassar and Bristol good fix solar lighted stop sign upgrade flashers not reflected in budget add to major streets solar four way is $22,600.00 at 2 locations flasher upgrade is $32,000.00. A total of $120,ooo.oo to upgrade those 4 intersections.
Mr Martinbianco inquired about any safety grant money that may be available through MDOT or the state.
Mr Slattery replied he isn't sure we qualify but there is a call for safety funding. We are working with the Road Commission and they are helping us apply for that. He would love to see the money in the budget and if we get the grant that is money we won't have to use.

RESULT:	**RECOMMENDED [UNANIMOUS]**
EXCUSED:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith, Conley

2. Local Roads

Ms. Moffitt explained the gas and weight tax are slightly increased by $70,000.00. The 2003 with the 676 mtflrp transfer reduced because we reduced the transferred out and this is transfer in. We have to reduce it down to zero. Most of salaries and benefits accounts have been adjusted based on either were we are at or were we spent funds last year. Patch ad gravel the same crack seal accounts increased more. Have to do more because we don't have the funds to resurface.

Mr. Smith asked about the MERS dropping in Surface maintenance. Part of it is the new contract. Some of the retiree accounts were there are a lot of AFSCME employees charged their rate dropped. The cost for the retirement dropped.

Mr. Wells asked how many times we grading the roads. The answer was three times a year. Mr. Heffner asked why we were budgeting for four times of grading roads this year. Ms. Moffitt stated she had just copied most of the notes over from last year. We didn't change the figure from last year so she just left it. Ms. Moffitt will take one grading out of the budget.

Ms. Moffitt stated there are a couple of lines that need to be changed on page 35 of the budget. Traffic signs retirement MERS active. Were it says 70 needs to be 700. MERS active under winter maintenance needs to $1,500.00 not $800.00. Then under 4082 administration we have an allocation process charged were they work. Local trees and shrubs time charged based on were they work. Have it set up so that FICA and retirement follow salaries gets charged when we pay them. Health insurance not setup that way and some of the other benefits. We do a monthly allocation of that have been allocating some of the administrative salaries.

Mr. Smith asked salaries went down MERS went up. When salaries go up fringes should go up the same amount. When we pay the health insurance for the roads employees we don't know where they worked until the end of the month.

Ms. Moffitt stated if they worked 10% in major surface, 20% drainage, 30% in trees we allocate the health insurance to those percentages. In the past it has been put in the 4082 and spread out to the other departments.

Mr. Smith asked about being proportionate with salaries and fringes. Only issue if a supervisor is spending more time in that department as opposed to the laborers then the MERS could go over. Because they are at a higher MERS rate. He is looking for trending for the individual year. If we see labor trending up we should see fringes trending up.

Mr. Abbey stated trending will change depending on the area they are working. It will move month to month depending on were they work.

Mr. Hayman stated they the information can be found on the monthly revenue and expenditure report.

Mr. Wells stated what is coming down the road is the feds seeing how long you are on the job and how long it takes you. The FAA has some stringent policies. Chris goes out and plows road one day and the next he is putting up mailboxes are they two different operations?

Mr. Abbey stated we tack our time. If a pick up truck is used for two hours then if they move to another piece of equipment for two hours they have to document.

Changed how we are allocating some things under the administrator area. Now we are charging 20% of the Director and Deputy Director under administration under both local and major. Then 20% of secretary in department. Figures didn't pull in right into that area. Previously people were charged there and then we pulled them out. Some things didn't pull through so there are some changes we need to make.

Administrative salaries line instead of $25,000.00 should be $29,500. Under retirement MERS active instead of $7,100 should be $5,000.

Mr. Smith asked why it is going down when labor is going up? It is not going down we had budgeted $2,800.00 this year.

Ms. Moffitt explained the system pulled in figures of other employees that were charged there and we spread back out in other areas. She had to hand compute the figures. It pulled in the wrong figure. The retiree MERS retiree should be $16,000.00. Fringe benefits instead of $38,500 should be $17,000.00. they are lower. Should be the same in Major streets.

Is this due to the way our BS&A are set up? Ms. Moffitt stated she was not sure who was charged there previously. Some employees were charged to 4082 before we changed. We changed mid year. The system looks back to who was charged there. Pulled everyone charged to this account number. Ms. Moffitt stated she as trying to simplify it.

The expenditures over revenue are $281,600.00 excess. Just under $7000,000.00 in fund balance.

3. Motor Pool

Inventory is kept in Motor Pool. So when we buy supplies that are kept in inventory like gravel, salt, culverts, traffic sign. It is put in balance sheet account. When it is used then it is charged out to budget. For the most part it is the roads budget. For example if they are selling salt, culvert to other department. There is an Expense for the product you bought and then revenue for same amount reflecting they sold it to a department. . First few items material sale the revenue budget should agree with expense budget below. A few of those items were increased to reflect what department thought we would have. We used more salt this year so we increased. No effect on bottom line.

Motor Pool buys all of our vehicles except police and fire. Then when someone uses in another department they are charged an equipment rental fee. DPW employees detail what equipment they used and for how long each day. Then charged to appropriate department. Reflected as revenue in Motor Pool because they are buying the vehicle. Some of the equipment rental revenue accounts adjusted based on the prior year. The state determines the equipment rental prices at the first of each year. We have to go on line and see what they are and incorporate that into our spreadsheets.

Mr. Smith asked about some things from the April revenue and expenditure report. Salt had about $30,000.00 available. Most recent report shows line item overspent. Some equipment rentals we were behind on because of the vacancy in Deputy Controller position.

In the Expenses, we have two new mechanics the budget has been changed to reflect these positions. The gas and oil line decreased based on what we spent this year. Decreased $20,000.00. Same thing with utilities. Equipment repair line increased $25,000.00. We are spending more on repairs this year so we increased the allocation. We have replaced some but there are still more that need to be repaired. The depreciation expense is an estimate. You can project forward with that assuming we don't purchase anything. As assets drop off this should go down. Tools and equipment lowered. Lease expense according to schedules we have.

Mr. Wells asked if there was any way to track cost savings in the motor pool. Like things that we didn't used to fix that we are fixing now. Things they can make that we had to buy before.

Mr. Abbey stated they have been tracking things differently because we wanted to see how we compared to outside sources. They are trying to cross reference to work done off campus.

4. Related Capitol Improvements (Roads/Motorpool)

Review capital asset requests. Mr. Abbey stated we already went over on first night. Misunderstanding according to Tom. Vactor has spent a lot of time repairing. Some where along the line something got lost in translation. Vactor and air compressor were left out. Realized they were approved last year. Getting bids on both items. Will be purchased. One has come in under budget. Don't want to talk about numbers until all bids come in.

Dump truck - We received $53,200 for the one that caught on fire. They covered the chassis. They will pay part of restoration hydraulics. Budgeted $150,000.00. We do need it because of the things not covered. The vac truck we really have to do something there. I welcome you to come and see the vac trucks. The metal is getting so thin in boxes. The pump is so strong it is caving in the tank. We need one that is very dependable. Under our emergency management plan we have to have one that is dependable. Plus we have to have a back up for that one so we need two. Don't have to be new just dependable. So our plan is to get one. We had them come and give us a demo. We don't have any final numbers. Trying to design one that doesn't have all the bells and whistle. Budgeted $375,000.00. Some options we can do without. We are trying to order what we need.

Mr. Heffner asked if it would be a lot less expensive if we fixed the beds. Mr. Abbey said it Probably would be but everything else is still old. Will cut out as much as we can. Mechanics logging a lot of hours on these machines.

Building - spending millions of dollars on our equipment we need to look at protecting our assets. We talked about options. Whether it is a building or a three sided building to protect our assets. We need some type of shelter for equipment. The elements are beating the equipment up. Going to look at some options. Three sided lean to out of sun and snow. Get plug ins out of weather. Want to get major pieces of equipment protected.

Mr. Smith suggested parceling out the cost over three years.

Meeting was adjourned at 8:27 PM.

CITY OF BURTON

BURTON CITY COUNCIL MEETING

JUNE 5, 2018

MINUTES

Council Chambers	Budget Workshop	6:30 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 6:30 PM.

A. CALL TO ORDER

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

B. STAFF PRESENT

Rik Hayman, Chief of Staff
Bette Bigsby, Acting City Clerk
Robert Slattery, DPW Director
Dave Marshke, Water Superintendent
Karen Moffitt, Controller

C. PRESENTATION & DISCUSSION

1. Water

Ms. Moffitt stated the grant for next year is for a half a million dollars. In total, the principle forgiveness is $800,000. I estimated $300,000 in the current year and $500,000 next year. The City tap-in fees are increased to $100,000. We are estimating new builds. The front foot fee revenue amount was lowered by $2,000. We have amended the 2017-2018 budget at $5.5 million and with the rate increase that was passed, we will recognize more revenue in 2018-2019 making this $5.7 million. Inspection approval fees were increased $500,000 because we are projecting more new builds. Service charges are reduced to $55,000. Tap-in interest is lowered from $1,300 to $800. The Community Development Block Grant of $207,932 was collected this year in revenue. We will not be receiving this next year. The fire hydrant meter deposit revenue was lowered from $5,000 to $4,000. The new revenue is $6,619, 500. We need to increase the supervision salaries from $56,200 to $60,000 because of the wage increases in the SEIU contract. Salaries permanent was lowered to $320,000 based on the prior year. Shared salaries is up a little bit. MERS retiree's was reduced based on the new rates. Fringe benefit account is up from what we spent last year and down from what we are budgeting for this year. Office supplies were lowered to $1,500. Information Technology allocation was increased to cover our cost in that department. Operating expenditures increased to $28,000. Repair and Maintenance is $45,000. Pipe and fitting was lowered to $89,000. Charges for water, I projected $3.7 million and added in 8 months of the additional $4,800 for the ready to serve fees that the county passed through to us. This brought the budget to $3,738,000. Contractual Services was lowered to $150,000. Contractual Water testing was increased from $9,000 to $15,000 due to additional KWA line testing that is needed. Dues and memberships decreased to $1,100. Pension expense was increased to $200,000. This represents the new accounting standard where we are required to accrue the unfunded liability. Insurance was increased to $23,000 because of the increased infrastructure that we have to insure with the Dwarf projects. Miscellaneous was decreased to $1,000. As part of the audit, we had to write off bad debt expense last year so I projected $6,000 just in case we had to do that again this year. We decreased fire hydrant/meter refunds from $5,000 to $3,000 based on what we had spent last year. Depreciation expense was increased almost $90,000 because of what we are estimating with the new Dwarf projects. We are capitalizing those as assets in our books, then depreciating those costs over their useful life of 75 years. Storz, hydrants, couplings were decreased from $20,000 to $10,000. Community Development Block Grant we are not receiving that grant next year so we took the revenue out and taking the expense down to zero. The interest payments on the DWRF debt has been adjusted to reflect what the interest will be based on the schedule or an estimate for some of the newer projects that are not quite finalized. The revised figure for the water expenses is $6,646,650. This shows we are overspending by $27,150.

Mr. Smith asked when the administration expects to have that water rate study.

Mr. Hayman said I do not have an exact date on that, they are still working on it. I hope that it will be fairly soon.

Ms. Moffitt said with the amendments we made to this year, we would start with a fund balance of $14,352,086. The fund balance figure is not cash. If you look at the audit report from last year we have a negative fund balance that is unrestricted of $1 million. The fund balance and the enterprise funds consist of the net value of your assets less your accumulated appreciation. Therefore, we do have a negative operating fund balance.

Mr. Smith said even with the $3 million dollars in forgiveness, we are still $1 million in the hole.

Mr. Hayman said once they finish up with the rate study, we could have a meeting to discuss this.

Mr. Martinbianco asked under supervision and salaries permanent, how many people do we have working back there right now.

Ms. Moffitt said there are two supervisors that are split between water and sewer. I don't have the salaries permanent count with me tonight. The staff are charged between water and sewer. It is based on their time sheet as far as how much time they worked in water and sewer.

Mr. Martinbianco asked in instances where we have lost water, such as the time when the fire hydrant was run over and we lost all that water, do we get any money back through insurance or Michigan uninsured motorist fund?

Mr. Marshke said we sent the insurance company an invoice for over $30,000. I do not know if it was paid.

Ms. Moffitt said if this is paid it would go under the reimbursement income line item in the respective budget.

2. Sewer

Ms. Moffitt said we just finished up collecting money for the Saw Grant revenue (State) so we will not be receiving this next year. That budget has been reduced to zero. Tap in fees increased to $100,000 for new builds. Usage fees are budgeted for $5.8 million, leaving the revenue and expense at the same amount as the current year. There have been no rate increases. Penalties line item increased to $150,000. Interest income increased to $70.000. Interest due from major streets and Amy Street reflect the interest we are collecting on the loans to those funds for those projects. This has been adjusted to the interest on the amortization schedule. Tap in Interest was budgeted for $400. This should be zero, because we did not record any revenue on this line item. Reimbursement income we lowered to $1,000. This amount is different each year based on the insurance claims and worker's comp, etc. Investment gains and loss are hard to budget for. It is the market fluctuations on the investments. With the adjustment on the usage fee revenue, the revenue figure should be $6,156,100, instead of $7 Million. Looking at the expenses, the administrative salaries were adjusted to represent the 30% of the Director and Assistant Director in the sewer fund. We need to increase the supervisor's salaries line item, we need to increase to $60,000. MERS active was increased to $22,000. MERS retiree's line item is $109,700. IT allocation increased to $69,100. Operating expenditures increased to $27,000 from $25,000. Pipe and fittings line item was lowered from $10,000 to $7,000. Contractual services were increased to $350,000 from $300,000 due to additional sewer line inspections that we need to do this year. Bill printing/return envelopes line item was reduced to by $500 to $4,500, based on what we had spent in the prior year. Pension expense was increased to $365,000 from $100,000 based on the prior year. This is the GASB entry for the unfunded liability. Pump station expense. Repair & maintenance line item is reduced was lowered from $200,000 to $100,000 and moved that up to help with the contractual services line because they felt we didn't need that much this year in repairs and maintenance. Miscellaneous expense was lowered to $1,000 from $2,500. Saw Grant Expenses is zero because of the elimination of the grant. Interest on SRF financing was adjusted to the amortization schedule. This brings the expense to $6,238,300. We will be over spending $82,200 but we are putting additional money into the sewer line inspections this year. Had we not done that we would have a balanced budget for sewer. Money was spent on clearing access to some of the easements, which they were not anticipating. These funds need to be directed to the sewer inspections now and increase it by $50,000.

3. Building Department

Ms. Moffitt stated we have added a revenue and expenditure account for the Medical Marijuana licenses and late fees. The licenses fee is $5,000 initially and the renewal is $4,000 each year. We have collected $65,000 already this year. The interest income has changed. Because our fund balance is going down, in this fund and we are transferring more in the general fund to cover our costs. The transfer from general fund was increased from $94,000 to $200,000. The administration salaries were reduced slightly and shared salaries increase slightly. The MERS active and retiree accounts were lowered due to the MERS rates going down for the AFSCME unit. Fringe benefits were increased up to $91,300 and the budget is overspent. There will have to be a budget amendment brought to council.

Mr. Hayman said I believe this was increased due to adding the position of Code Enforcer. Mr. Worthing was also Building Inspector and Code Enforcer. He is not longer working for us and the position is posted. We hire out for building inspections right now.

4. Related Capitol improvements (Water/Sewer)

Dave Marshke, Water & Sewer Superintendent stated we need to purchase a vactor this year. I have a quote of $405,000 and one from Dohenys, who came down to $392,000 from $400,000, with the trade in. They will guarantee $25,000 for a trade. Another option would be to sell it outright. Our vactor is being patched as we speak but it's at the point where it's nickle and diming us now.

Mr. Smith asked where would we find the money to buy this.

Ms. Moffitt said from the Motorpool Fund. We purchase all the vehicles with the exception of the Police and Fire and charge out their usage as equipment rentals. Anytime an employee uses that vehicle, they note it on their time sheet and we charge them for that usage.

Mr. Marshke said we have a contingency plan that we have to file with FEMA. This vactor truck is an emergency piece of equipment under our emergency response plan to assist other cities with flooding, sewer backup, chemical spills, etc. The next item is the water tower rehabilitation. Our water tower was constructed in 1998. We did an exterior rehab on it in 2014. There will be an inspection next week on the interior bowl, where the water is held. This is required by DEQ. I am expecting that it will need rehabilitation. The coating is the original coating and at the last inspection, they said it was pretty much to its end.

Ms. Moffitt said this would have to come out of the Water Fund.

Mr. Smith said the Water Fund is already in a deficit.

Mr. Marshke said the asset management plan that Stantec has drafted will spell out the 5, 10 and 20 year needs for the water department. As part of the State mandate under the asset management plan, required by DEQ and we submit the first of the year, this will be a requirement to project your 5-year capital improvements into your rates. I am requesting $75,000 to update the controls for the remaining four lift stations that were not upgraded through the SAW Grant. The controls need to be upgraded to match the existing system that we are using now, which is the KISM system. It's our supervisory control and data acquisition system. This is a computerized system that gives us alarms for high wet wells, flood alarm, etc.

Mr. Martinbianco asked how often the vactor truck was used and what kind of warrantee would it have. If the expected life is 7 years, how are the user hours tracked?

Mr. Hayman said at the last meeting Mr. Abbey said it is being used every day, depending on if they have a full crew.

Mr. Marshke said I think this unit would have a GPS on it, which would track that time. Different parts have different warranties, I will check on that. Our old truck is 15 years old and has a lot of hours, not a lot of miles.

Mr. Hayman said we could include this information in with the packet that we bring to council.

Mr. Hayman said we are exploring more options to present to Council. Mr. Abbey has been working on this and on the purchase of a new tank.

5. Governmental Building Needs (Roofs, parking lots, etc)

Ms. Moffitt said office supplies were increased from $1000 to $1200 based on expenditures this year and what we had spent in the previous year. Information technology allocation was increased to $12,700. Postage was increased from $400 to $800. There is more postage used relating to the demo's and cleanups. Operating expenditures were increased by $500. Medical Marijuana expenditures, we have $30,000 budgeted for anytime staff spends time related to this and for any legal costs. Contractual services were decreased by $1,500. Training was increased by $1,000 due to additional training next year relating to the Medical Marijuana laws. The legal would also be charged in the $30,000 line so that we can track these costs. Utilities were increased by $200. Condemned housing line item was increased but we have taken the money from the blight elimination grant expenditure line item. Soil errosion services and office equipment decreased slightly. Our auditors noted in their letter at the end of last year that if this fund wasn't considered self supporting, we may need to transfer the building department items back to the general fund.

Mr. Martinbianco asked if the match with the blight elimination grant and the expenditure there ever show as an income on our side?

Ms. Moffitt said I will ask the auditors about that. We may need to record that revenue and expenditure even though it would be a wash. In addition, we have done the demolitions and will be entering purchase orders for those costs; however, they have until next fiscal year to finish those. If by chance they are not all finished by June 30, 2019 and have money remaining in the budget, we may need to amend next year's budget to cover those costs. In reviewing the governmental building needs, there has been a request to resurface the DPW parking lot. They are estimating that at $50,000.

Mr. Slattery said they are talking about the public part of the parking lot. The front side that faces Manor Drive can wait. We keep this patched. We are looking at not even doing a mill and fill there now, but just a fill overlay of what is there and where it is needed. The lot has crumbled to such a state now that we could use this as a crushed base in much of the area. We need just a maintenance fix for now. The drainage will deteriorate if we do not keep the surface at least intact. We need to cut and replace sections of curb that are becoming trip hazards and drainage work needs to be done right in the middle of the lot.

Mr. Heffner said I inspected the Senior Citizen's parking lot and it needs some repair also.

Mr. Smith said the seniors have a fund balance of $78,000, why can't you take it out of that.

Mr. Heffner said regarding the City Hall roof, didn't we go out for bid on this a few months ago and transfer money to do this project?

Mr. Hayman stated Mr. Abbey will need to answer this and he is not here tonight.

Ms. Moffitt said as far as the boiler, it's getting old and it is hard to get parts. We may save some money with a newer model. At the Police Department, there are currently two boiler's that could be replaced with one.

Mr. Smith asked where this money would come from.

Mr. Heffner said the Police Department's boilers could be funded by the Police Department.

Ms. Moffitt said I think it would come out of General Fund.

Mr. Smith said we can't keep pulling out of the General Fund, at least not for the next couple of years. I am looking at the transfers out of General Fund. For Senior Citizens we have roughly an $8,000 balance. We transferred in $190,000 from General Fund, so there's one of them. General Fund's already supplementing, just indirectly. We have reduced the Police Fund. We still have a $200,000 deficit.

Meeting was adjourned at 8:23 PM.

CITY OF BURTON

BURTON CITY COUNCIL MEETING

JUNE 7, 2018

MINUTES

Council Chambers	**Regular Meeting**	**6:30 PM**

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 6:30 PM.

A. CALL TO ORDER

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

B. STAFF PRESENT

Rik Hayman, Chief of Staff
Bette Bigsby, Acting City Clerk
Karen Moffitt, Controller
Jean Johnson, Sr. Center Director
Steve Phillips, Information Technology Director
Sue Warren, HR and Park & Recreation Director

C. PRESENTATION & DISCUSSION

1. Senior Center/Libraries

Ms. Moffitt explained that CDBG we received some money this year for lighting. We do anticipate getting $12,400.00 for reimbursement of Jean's salary next year. Hall rental money is up by $500.00.

In Expense area:

MERS retirees and fringe benefits accounts are at new rates projected to be with salaries will be up due to new rates/contract. Information Technology has been increased. Operating expenditures she thought she could use the money in supplies. Contractual services she reduced.

Training is projected to be down based on needs for coming year. Repair and maintenance are projected to be down. This year we have some additional money in the budget to repair the parking lot. By doing that this year we won't need as much in the budget next year. Equipment rental should be down based on this year. There is $7,000.00 for new equipment. It was for Security cameras if we purchase them this year we won't need anything next year. We are considering consolidating them with cameras for gas pumps. If it doesn't happen this year we may have to ask for an amendment next year.

Mr. Martinbianco asked if we could take the CDBG change should we take $10,000.00 from General Fund and eliminate $10,000.00. Take $10,000.00 out of saving from CDBG short transfer from General Fund by $10,000.00.

Mr. Smith stated the Senior Center Parking lot is estimated at $60,000.00 in Capitol asset to pave parking lot - wants to repave over 5 years. Ms. Moffitt explained that Ms. Johnson was trying to spread it out over 5 years.
Mr. Hayman explained that Mr. Abbey is exploring a temporary fix.

Mr. Martinbianco inquired if Mr. Slattery had taken a look at the parking lot. There are two places 40 X 100 foot cost about $3,500.00 at the hardware. Don't know how big the fixes need to be. Mr. Abbey is trying to consolidate the parking lot at DPW and the senior center.

Mr. Heffner replied that he felt $10,000.00 would covers repairs of the parking lot.

Mrs. Johnson stated it was going to be a large expense. She was hoping to put a little in the account over several years. So it wasn't a big hit when it got done. In 2012 the parking lot was in bad shape. A company came in and used an ultraviolet light that turned 12 x12 section the asphalt into a gel. We had 14 sections done. Still in good shape. That cost $10,412.00. This is not including driveway repairs before the end of the fiscal year. It could possibly be done that way again. It needs to be sealed coated and striped. Good idea to start talking about now and get a reserve. Mr. Martinbianco wanted it put into a capital improvement account.

Mr. Heffner stated that the Center Road library needs repairs. The sidewalk going into the building there is an inch and a half lift on one of them. Has been milled down with a grinder several years ago. A tree hit the building and the destroyed the fascia. Fascia need to be repaired because it can cause more damage.

Mr. Hayman stated they had been out there and looked at it and he is not sure of the plan right now.

Mr. Martinbianco was happy to see hall rentals up but he inquired if there is a list of policies of who the Center may be rented to under any circumstance.

Ms. Conley inquired about the garage the Friends of the Library want. Where is the $23,900.00. Ms. Moffitt stated it was in the Capitol improvement line.

2. Information Technology

Looking at the Revenue, in the past we have had to increase the allocation to the department. IT covers staff, computers, servers, software, supplies and support for whole system Costs are distributed to each department allocating the cost per computer then recorded as revenue coming into the technology budget.

Last year you were looking for money for the general fund and you noticed the technology fund had some fund balance built up so you lowered the charge to departments lower the revenue to the technology department. The fund balance is not there to cover the fund balance this year.

Mr Haskins wanted to know why the fund balance had eroded. Ms. Moffitt stated the Council dipped into the fund balance last year.

Investment into the hardware redoing the computers every three years. Leased computers for three years. We are moving into the 6th year. Built into next years budget technology support costs go up very year. Some increases are related to labor and fringes.

Info lease are we under a contract with them. How does it randomly go up $20,000.00?
Look at Tech charges general fund that is how we charged out the cost to different departments. That figure should be 144,700.00. If you use the cost of allocating per computer. Dispute with budget. Had to lower the allocation according to proposed sheet. We can't really do that.

Pam Hill using fund balance reduce allocate to funds according to how you charge those departments. Amend budget add $100,000.00 put back into technology fund-spread back to general fund. Amend and put back then spread back to all departments.

Mr. Heffner stated there was an increase in every department for technology. Why do we need to stick another $100,000.00? Ms. Moffitt recommending spread to all the funds this year. All increased to make up for the $100,000.00. If we add the $100,000.00 like double dipping.

Right now there is a credit in the General Fund. We did not reduce any of the other departments spread to other departments. Asking more about this year's budget. No shortfall. Did not allocate the funds properly. An accounting change.

If we reallocate we don't have to raise the IT in next year's budget repay it and make it whole. Reduce each department to how they were charged. It would affect the other budgets.

One way put money back. Reduce allocations next year. Karen suggesting leave next years alone reallocate to other funds.

$10,800 MERS ok small increase fringe benefit line increase $100.00 Retirement MERS adjust anticipating to spend based on salaries. Contractual services $10,000.00 16,000.00 info tech lease line item why projecting increase.

Discussion on the Kronos system.

3. Rubbish

Ms. Moffitt stated the rubbish fund is to record the garbage collection. Should be an in and out. Billed from Waste Management then we collect from residents. She did not realize that the rates go up every year.

Need to adjust to new estimated revenue of $1,423,800.00 expenditure should be the same.

Transfer out to Police/Fire sculpture fund should be zero. The transfer out to the Veteran's Memorial Park should be $5,000.00.

Mr Martinbianco asked how many stops that represented. Ms. Moffitt stated it was 10,865.

4. Related Capitol Improvements

Ms. Conley asked to talk about the library.

Ms. Moffitt stated the DDA did agree to move $3,000.00 into the fund. Need to add as revenue. Brings total revenue to $3,100.00.

Library fund has $23,900.00 needs to be rolled over into next year's budget. Ms. Conley asked how to go about getting something done for the Friends of the Library on a building they have asked for in the past.

Mr. Heffner asked about the $30,000.00 for the parking lot. During the Atherton Road project the contractor had done some damage so said they would correct that. We didn't end up having to pay out to have the parking lot done. Mr. Heffner asked to move it up to the library expansion. Mr. Hayman said they would check to make sure it was accurate.

Clerk election equipment nothing needs to be ordered. Money taken out.
Technology upgrades - Kronos upgrades. If money not used this year will fall into fund balance.

Mr. Martinbianco asked about DDA corridors improvements. Gave the city $3,00.00 in 17-18 and 18-19. Planning to give another $3,000.00 next year.

Amy street paving adopt a budget for debt retirement. Only thing changed is interest amount to sewer.

5. Park & Recreation and Race Events

Ms. Moffitt rolled over estimates from current year.

Veteran Memorial park added transfer from Rubbish of $5,000.00. Does not included the $750.00 Mr. Heffner had garnered.

Cancer Survivor park nothing budgeted. Mr. Heffner asked if the money could be used. It was told no that it could not because it was a designated account.

Each race has a revenue and expenditure account. Looked at what we collected in past and set it up that way. Mr. Smith would like a donation line item.

6. Wrap - up

   Moved to Tuesday June 12, 2018

Meeting was adjourned at 8:36 PM.

CITY OF BURTON

BURTON CITY COUNCIL MEETING

JUNE 18, 2018

MINUTES

Council Chambers	Regular Meeting	7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

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

A. INVOCATION LED BY: STEVE HEFFNER

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

C. ROLL CALL

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

D. STAFF PRESENT

Paula Zelenko. Mayor
Rik Hayman, Chief of Staff
Sue Warren, HR Director
Bette Bigsby, Acting City Clerk
Karen Moffitt, Controller
Robert Slattery, DPW Director
Charles Abbey, Assistant DPW Director
Jean Johnson, Sr. Center Director
Marvin Epperson, Fire Chief
Kirk Wilkinson, Assistant Fire Chief
Tom Osterholzer, Police Chief
Mike Odette, Lt
Brian Warden, Lt
Dave Powell
Todd Claerhout
Tony Brooks
AJ Babcock
Dennis Gross
Kevin Kissel
Joseph Czapski
Wayne Newman
James Rebidas
Chuck Iddins
Donald Schreiber
Eric Freeman

Brian Abraham

E. APPROVAL OF MINUTES

F. ADMINISTRATIVE REPORTS

Mayor Zelenko will be asking for a Closed Session under (C)(E)and (H) under the Open Meetings Act. Council person O"Keefe motioned and Mr. Smith seconded. Motion passed.

The officials from General Motors and Northpoint are going to be here on Wednesday to do a press conference at City Hall regarding the development at Genesee and Davison Roads. Invitations will be going out to all interested parties.

1. Revenue and Expenditure Report as of May 31, 2018

G. COMMITTEE REPORTS

NONE

H. AUDIENCE PARTICIPATION

Robert Long spoke about the Fusion Plant. Hopefully a lot of revenue for the City of Burton. I am with the building trades. I and other Business Agents with the building trades have tried to reach out to Northpoint. We have gotten information that they are going to bring up some of their own crews. Simple economics means that wages and profits are going to go back to Missouri. New Entities coming up maybe a market different other facilities in the areas. The first part of economics is not person who buys land but person who works for construction company. They have that money spent here, groceries, church, and school. How are the people in this areas pay their taxes couple hundred or more in construction industry retain people. I am asking Council to reach out and ask the intent for labor. Are they going to bring people up that are not part of this. I have a desire to see the City go. I am so happy to see Center Road getting done. I wish the City had some type of program or tax for people that work inside the city. Flint has it they get all there revenue from people. Maybe a .01 percent increase revenue. People have contractors comes in people come into the community in order to retain them we have to start with construction see start to finish looking for next job. It is not a union or non-union issue it is a local issue. I am asking you to reach out to Northpoint We actually work ourselves out of a job. Rely on contractors to keep us busy.

Mr. Haskins stated that when they met with Northpoint that is the first thing we brought up was keeping jobs in this community . Unless something has changed up to administration to make contact they had every intention depending on the demand and the capability of keeping up on the project. That was their biggest concern.

Mr. O'Keefe asked the Mayor to respond to Mr. Long.

Mayor Zelenko stated that she had been approached by another trades person about this issue. She and Mr. Hayman started making phone calls.

Mike Randick thank the Mayor and Chief of Staff for their help we could not reach anybody. Asking Council to do the same thing. Speaking on behalf of Ironworkers 25 I have 275 signatory contractors. Don't need people from Indiana coming here setting iron.

John Stapish had a question on #15 on the agenda on bottom of resolution. Property tax administration fee 1% and 4% penalty the 1% used to be the treasurer salary. Since treasurer is salary it should be changed. Would like to see the 1% eliminated.

He also had issues with the company hired to cut the grass for the City. Retirees park & recreation. Who is getting a retirement from the City?

I. COUNCIL DISCUSSION

Mr. Martinbianco suggested a motion to have a consent agenda for 19-62. Mr Haskins seconded the motion.
Motion passed.

Mr. Wells to Mr. Slattery wondering if we are out of orange barrels. Wondering if the layout of the barrels on Center Road is required. Can they possibly be trimmed down.

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Doyle) 5/29/2018 to 6/11/2018 in the amount $4,780.75.

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

2. Approve and authorize the acceptance of the low bid and allow the Mayor and Clerk to enter into a contract, contingent upon the submittal and approval of the required bonds and insurance documents, on behalf of the City of Burton with Solar Express, 6280 W. Vienna Rd., Clio, MI 48420 in the amount of $6,200.00 for the demolition of 2231 Judd Rd.

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

3. Approve and authorize the Mayor and Clerk to enter into a contract with Pavement Maintenance Systems, LLC, 384 Industrial Parkway, Imlay City MI 48444, to perform pavement preservation treatments on selected City Major and City Local streets at a cost of approximately $500,000.00.

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

4. Approve and authorize the purchase of 5 years generic service credits, as allowed by contract, by employee Charles Iddins for the approximate amount of $70,291 of which all costs are solely the responsibility of the employee.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Duane Haskins, Vice President
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith, Conley

5. Approve and authorize the purchase of 5 years generic service credits, as allowed by contract, by employee Michael Odette for the approximate amount of $70, 291 of which all costs are solely the responsibility of the employee.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice President
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith, Conley

6. Approve and authorize the purchase of 5 years generic service credits, as allowed by contract, by employee Kevin Jones for the approximate amount of $34,236.00 of which all costs are solely the responsibility of the employee.

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

7. Approve and authorize the purchase of 5 years generic service credits, as allowed by contract, by employee Kirt Bierlein for the approximate amount of $55,469.00 of which all costs are solely the responsibility of the employee.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Duane Haskins, Vice President
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith, Conley

8. Approve and authorize acceptance of the Ratified POLC Command Unit Collective Bargaining Agreement expiring June 30, 2023.

   Mr. Martinbianco would that end up being a constructive override of the Mayor's veto? Ms. Doyle stated it did not matter at this point.

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

9. Approve and authorize acceptance of the Ratified POLC Patrol Unit Collective Bargaining Agreement expiring June 30, 2022.

   Mr. Wells tip our hat for professionalism during this contract. Doing great job.

   Mr. Heffner said a lot of credit has to go to the Mayor, Sue Warren and Josh.

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

10. Approve and authorize the employment agreement between the City of Burton and Ietta Sue Warren, Human Resource/Labor Relations Director, effective July 1, 2018 through June 30, 2019.

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

11. Approve and authorize the setting of a public hearing on Monday, July 2, 2018 at 6:00 PM for the purpose of discussion and possible recommendations regarding the amending Chapter 153 of the City of Burton Code of Ordinances by the addition of temporary sign conditions in commercial and industrial districts within the city of Burton and to provide for penalty for the violation thereof.

    Mr. Wells said the temporary sign ordinance has become tricky so we do need a special meeting. Need to get business owners there.

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

12. Approve and authorize the setting of a City Council Committee of the Whole on Monday, July 2, 2018 at 6:15 PM for the purpose of discussion and possible recommendations regarding the amending Chapter 153 of the City of Burton Code of Ordinances by the addition of temporary sign conditions in commercial and industrial districts within the city of Burton and to provide for penalty for the violation thereof.

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

13. Approve and authorize the request for Residential Water/Sewer Installer's License for GV Excavating, LLC, 8644 McClements Road, Brighton, MI 48114.

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

14. Approve and authorize the proposed 2018-2019 fiscal year Downtown Development Authority Budget.

    Mr. Heffner asked about videotaping the DDA meetings and the Parks & Recreation meetings.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Duane Haskins, Vice President
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith, Conley

15. • Approve and authorize the tax millage levy of 1.8673 mills for the Downtown Development Authority in the affected district for the 2018-2019 fiscal year.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice President
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith, Conley

16. Approve and authorize the following tax millages and fees to be levied for the 2018-2019 fiscal year: General Operating 4.0000 mills; Voted Police 0.9872, Voted Police 0.9996, Voted Police 6.4974 (8.4846 total); Voted Fire 0.9996 a $131.04 per unit rubbish removal fee on all residential improved parcels and those other parcels that utilize the service; a Property Tax Administration Fee of 1% on all tax statements and additional 4% late penalty charge when delinquent.

RESULT:	**CARRIED [6 TO 1]**
MOVER:	Vaughn Smith, Councilman
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, Haskins, Heffner, Wells, Smith, Conley
NAYS:	O'Keefe

17. • Approve and authorize the Burton City Budget Resolution for all General Appropriation Act Funds for the 2018-2019 fiscal and that the Burton City Budget be adopted on a departmental basis.

Mr. Martinbianco asked to strike the last line and change to "Line item by department."
Mr. O'Keefe would like to change Mr. Martinbianco's amendment. Mr. Martinbianco stood his ground.
Amendment failed.
Mr. Wells would like to see the line item budget go away and let the administration do their job.

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

18. Approve and authorize the following 2017-2018 budget amendment in the Water Fund budget: Increase 5091-0000-539.2019 DWRF #5 Grant Revenue by $300,000; Increase 5091-0000-691.0651 CDBG Revenue by $94,268.36; Increase 5091-5091-968.0000 Depreciation Expense by $32,300; Decrease 5091-5091-977.7087 CDBG Expense by $207,931.64; Increase 5091-5091-995.2017 Interest DWRF #3 Financing by $3,000; Decrease 5091-5091-995.2018 Interest DWRF #4 Financing by $50,000; Increase 5091-0000-390.0000 Unappropriated Surplus by $616,900.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Vaughn Smith, Councilman
SECONDER:	Danny Wells, Councilman
AYES:	Martinbianco, Haskins, Heffner, Wells, Smith
NAYS:	Conley
EXCUSED:	O'Keefe

19. Approve and authorize the following 2017-2018 budget amendment in the General Fund budget: Increase 1001-1001-703.0000 Salary-Council by $400; Increase 1001-1001-719.0000 Fringe Benefits-Council by $5,000; Decrease 1001-1001-818.0001 Master Plan by $1,500; Decrease 1001-1001-864.0000 Training-Council by $1,900; Decrease 1001-1001-910.0000 Insurance by $2,000.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

20. Approve and authorize the following 2017-2018 budget amendment in the General Fund budget: Increase 1001-2009-706.0000 Salaries Permanent-Assessor by $500; Decrease 1001-2009-718.0000 Retirement MER-Retirees-Assessor by $500; Decrease 1001-2009-719.0000 Fringe Benefits-Assessor by $300; Increase 1001-2009-731.0000 Postage-Assessor by $300.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

21. Approve and authorize the following 2017-2018 budget amendment to the General Fund budget: Decrease 1001-2053-703.0000 Treasurer Salary by $100; Increase 1001-2053-706.0000 Salaries Permanent-Treasurer by $100; Increase 1001-2053-717.0000 Retirement MERS-Active by $300; Decrease 1001-2053-718.0000 Retirement MERS-Retirees by $300.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

22. Approve and authorize the following 2017-2018 budget amendment in the General Fund budget: Decrease 1001-1091-706.0000 Salaries Permanent-Election by $10,000; Decrease 1001-1091-718.000 Retirement-MERS Retirees-Election by $10,000; Decrease 1001-2071-959.7654 Disaster Aid by $10,000; Increase 1001-2071-926.0000 Street Lighting by $30,000.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

23. Approve and authorize the following 2017-2018 budget amendment in the General Fund budget: Decrease 1001-8001-706.0000 Salaries Permanent-Planning by $100; Increase 1001-8001-709.0000 Overtime-Planning by $100; Decrease 1001-8005-706.0000 Salaries Permanent-Zoning by $100; Increase 1001-8005-709.0000 Overtime-Zoning by $100.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

24. Approve and authorize the following 2017-2018 budget amendment in the General Fund budget: Decrease 1001-2065-706.0000 Salaries Permanent-City Hall by $7,800; Increase 1001-2065-717.0000 Retirement-MERS Active-City Hall by $3,000; Increase 1001-2065-718.000 Retirement-MERS Retirees-City Hall by $4,800.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

25. Approve and authorize the following 2017-2018 budget amendment in the General Fund budget: Decrease 1001-2065-937.8000 ADA Bldg/Maint & Supplies-City Hall by $100; Increase 1001-2065-910.0000 Building Insurance-City Hall by $100.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

26. Approve and authorize the following 2017-2018 budget amendment in the Fire Fund: Decrease 2006-2006-707.0000 Part-Time Firemen by $300; Increase 2006-2006-910-7020 Building Insurance by $300.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

27. Approve and authorize the following 2017-2018 budget amendment in the Motor Pool Fund: Decrease 6061-6061-757.0000 Operating Expenditures by $500; Increase 6061-6061-910.7020 Building Insurance by $500.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

28. Approve and authorize the following 2017-2018 budget amendment in the Police Fund: Decrease 2007-2007-705.0000 Sergeants Salaries by $6,100; Increase 2007-2007-910.0000 Insurance by $6,100.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

29. Approve and authorize the following 2017-2018 budget amendment in the General Fund: Increase 1001-1001-900.0000 Notices by $1,000; Decrease 1001-1001-956.0003 City Council Newsletter by $1,000.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

30. Approve and authorize the following 2017-2018 budget amendment in the Building Department Fund: Increase 2049-2061-719.0000 Fringe Benefits by $14,000; Increase 2049-2061-731.0000 Postage by $200; Increase 2049-2061-818.0000 Contractual Services by $3,600; Increase 2049-2061-920.0000 Utilities by $300; Decrease 2049-2061-966.0000 Blight Elimination Grant Expenditures by $18,100.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

31. Approve and authorize the following 2017-2018 budget amendment in the Information Technology Fund: Decrease 6036-0000-669.0680 Tech Charges-Local Street by $600; Decrease 6036-0000-669.0681 Tech Charges-Major Street by $600; Decrease 6036-0000-669.0682 Tech Charges-Sewer by $14,000; Decrease 6036-0000-669.0683 Tech Charges-Water by $10,200; Increase 6036-0000-669.0684 Tech Charges-General Fund by $54,800; Decrease 6036-0000-669.0685 Tech Charges-Motor Pool by $3,800; Decrease 6036-0000-669.0686 Tech Charges-Police by $15,200; Decrease 6036-0000-669.0687 Tech Charges-Fire by $6,500; Decrease 6036-0000-669.0689 Tech Charges-Building by $2,600; Decrease 6036-0000-669.0690 Tech Charges-Senior Citizens by $1,300.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

32. Approve and authorize the following 2017-2018 budget amendment in the General Fund: Decrease 1001-1001-728.0000 Information Tech Allocation-Council by $7,000; Decrease 1001-1071-728.0000 Information Tech Allocation-Mayor by $2,600; Decrease 1001-1091-728.0000 Information Tech Allocation-Election by $300; Decrease 1001-2009-728.0000 Information Tech Allocation-Assessor by $1,900; Decrease 1001-2015-728.0000 Information Tech Allocation-Clerk by $1,000; Decrease 1001-2023-728.0000 Information Tech Allocation-Controller by $1,900; Decrease 1001-2053-728.0000 Information Tech Allocation-Treasurer by $500; Decrease 1001-2065-728.0000 Information Tech Allocation-City Hall by $29,700; Decrease 1001-6090-728.0000 Information Tech Allocation-Parks & Recreation by $300; Increase 1001-0000-390.0000 Unappropriated Surplus by $45,200.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

33. Approve and authorize the following 2017-2018 budget amendment in the Major Streets Fund: Decrease 2002-4082-728.0000 Information Tech Allocation-Administration by $600; Increase 2002-0000-390.0000 Unappropriated Surplus by $600.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

34. Approve and authorize the following 2017-2018 budget amendment in the Local Streets Fund: Decrease 2003-4082-728.0000 Information Tech Allocation-Administration by $600; Increase 2003-0000-390.0000 Unappropriated Surplus by $600.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

35. Approve and authorize the following 2017-2018 budget amendment in the Fire Fund: Decrease 2006-2006-728.0000 Information Tech Allocation by $6,500; Increase 2006-0000-390.0000 Unappropriated Surplus by $6,500.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

36. Approve and authorize the following 2017-2018 budget amendment in the Police Fund: Decrease 2007-2007-728.0000 Information Tech Allocation by $15,200; Increase 2007-0000-390.0000 Unappropriated Surplus by $15,200.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

37. Approve and authorize the following 2017-2018 budget amendment in the Building Department Fund: Decrease 2049-2061-728.0000 Information Tech Allocation by $2,600; Increase 2049-0000-390.0000 Unappropriated Surplus by $2,600.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

38. Approve and authorize the following 2017-2018 budget amendment in the Senior Citizens Center Fund: Decrease 2069-2069-728.0000 Information Tech Allocation by $1,300; Increase 2069-0000-390.0000 Unappropriated Surplus by $1,300.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

39. Approve and authorize the following 2017-2018 budget amendment in the Sewer Fund: Decrease 5090-5090-728.0000 Information Tech Allocation by $14,000; Increase 5090-0000-390.0000 Unappropriated Surplus by $14,000.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

40. Approve and authorize the following 2017-2018 budget amendment in the Water Fund: Decrease 5091-5091-728.0000 Information Tech Allocation by $10,200; Increase 5091-0000-390.0000 Unappropriated Surplus by $10,200.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

41. Approve and authorize the following 2017-2018 budget amendment in the Motor Pool Fund: Decrease 6061-6061-728.0000 Information Tech Allocation by $3,800; Increase 6061-0000-390.0000 Unappropriated Surplus by $3,800.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

42. Approve and authorize the following 2017-2018 budget amendment in the Police Fund: Decrease 2007-2007-818.0000 Contractual Services by $9,100; Increase 2007-2007-863.0000 Auto Repair by $5,000; Increase 2007-2007-868.0000 Auto Wash by $500; Increase 2007-2007-920.0000 Utilities by $5,000; Increase 2007-2007-931.0000 Building Repair by $3,000; Decrease 2007-2007-985.0000 Police Vehicles by $4,400.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

43. Approve and authorize the following 2017-2018 budget amendment in the General Fund: Increase 1001-1071-706.0000 Salaries Permanent-Mayor by $200; Increase 1001-1071-717.0000 Retirement-MERS Active-Mayor by $100; Increase 1001-1071-718.0000 Retirement-MERS Retirees-Mayor by $100; Increase 1001-1071-719.0000 Fringe Benefits-Mayor by $2,800; Increase 1001-2023-703.0000 Controller Salary-Controller by $100; Increase 1001-2023-706.0000 Salaries Permanent-Controller by $100; Increase 1001-2023-717.0000 Retirement-MERS Active-Controller by $100; Increase 1001-2023-718.0000 Retirement-MERS Retirees-Controller by $100; Increase 1001-2023-719.0000 Fringe Benefits-Controller by $1,500; Increase 1001-2065-706.0000 Salaries Permanent-City Hall by $300; Increase 1001-2065-717.0000 Retirement-MERS Active-City Hall by $100; Increase 1001-2065-718.0000 Retirement-MERS Retirees-City Hall by $100; Increase 1001-2065-719.0000 Fringe Benefits-City Hall by $3,400; Decrease 1001-1071-719.0000 Fringe Benefits-Mayor by $9,000.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

44. Approve and authorize the following 2017-2018 budget amendment in the Major Streets Fund: Increase 2002-4063-708.0000 Shared Salaries-Surface Maintenance by $100; Increase 2002-4063-717.0000 Retirement-MERS Active-Surface Maintenance by $100; Increase 2002-4063-718.0000 Retirement-MERS Retirees-Surface Maintenance by $100; Increase 2002-4063-719.0000 Fringe Benefits-Surface Maintenance by $1,100; Increase 2002-4082-703.0000 Administration Salaries-Administration by $200; Increase 2002-4082-717.0000 Retirement MERS Active-Administration by $100; Increase 2002-4082-718.0000 Retirement-MERS Retirees-Administration by $100; 2002-4082-719.0000 Fringe Benefits-Administration by $1,600; Decrease 2002-4063-943.0000 Equipment Rental-Major Surface by $3,400.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

45. Approve and authorize the following 2017-2018 budget amendment in the Local Streets Fund: Increase 2003-4063-708.0000 Shared Salaries-Surface Maintenance by $100; Increase 2003-4063-717.0000 Retirement-MERS Active-Surface Maintenance by $100; Increase 2003-4063-718.0000 Retirement-MERS Retirees-Surface Maintenance by $100; Increase 2003-4063-719.0000 Fringe Benefits-Surface Maintenance by $1,200; Increase 2003-4082-703.0000 Administration Salaries-Administration by $200; Increase 2003-4082-717.0000 Retirement MERS Active-Administration by $100; Increase 2003-4082-718.0000 Retirement-MERS Retirees-Administration by $100; 2003-4082-719.0000 Fringe Benefits-Administration by $1,600; Decrease 2003-4063-943.0000 Equipment Rental-Surface Maintenance by $3,500.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

46. Approve and authorize the following 2017-2018 budget amendment in the Fire Fund: Increase 2006-2006-706.0000 Salaries Permanent by $300; Increase 2006-2006-708.0000 Shared Salaries by $100; Increase 2006-2006-717.0000 Retirement-MERS Active by $100; Increase 2006-2006-718.0000 Retirement-MERS Retirees by $200; Increase 2006-2006-719.0000 Fringe Benefits by $4,700; Decrease 2006-2006-707.0000 Part-Time Firemen by $5,400.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

47. Approve and authorize the following 2017-2018 budget amendment in the Police Fund: Increase 2007-2007-708.0000 Shared Salaries by $300; Increase 2007-2007-717.0000 Retirement-MERS Active by $100; Increase 2007-2007-718.0000 Retirement-MERS Retirees by $100; Increase 2007-2007-719.0000 Fringe Benefits by $2,800; Decrease 2007-2007-818.0000 Contractual Services by $3,300.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

48. Approve and authorize the following 2017-2018 budget amendment in the Building Department Fund: Increase 2049-2061-703.0000 Administration Salaries by $100; Increase 2049-2061-708.0000 Shared Salaries by $100; Increase 2049-2061-717.0000 Retirement-MERS Active by $100; Increase 2049-2061-718.0000 Retirement-MERS Retirees by $100; Increase 2049-2061-719.0000 Fringe Benefits by $1,700; Decrease 2049-2061-966.0000 Blight Elimination Grant Expenditure by $2,100.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

49. Approve and authorize the following 2017-2018 budget amendment in the Senior Citizens Center Fund: Increase 2069-2069-705.0000 Supervision Salaries by $400; Increase 2069-2069-708.0000 Shared Salaries by $100; Increase 2069-2069-717.0000 Retirement-MERS Active by $100; Increase 2069-2069-718.0000 Retirement-MERS Retirees by $200; Decrease 2069-2069-719.0000 Fringe Benefits by $800.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

50. Approve and authorize the following 2017-2018 budget amendment in the Sewer Fund: Increase 5090-5090-703.0000 Administration Salaries by $300; Increase 5090-5090-708.0000 Shared Salaries by $100; Increase 5090-5090-717.0000 Retirement-MERS Active by $100; Increase 5090-5090-718.0000 Retirement-MERS Retirees by $200; Decrease 5090-5090-719.0000 Fringe Benefits by $700.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

51. Approve and authorize the following 2017-2018 budget amendment in the Water Fund: Increase 5091-5091-703.0000 Administration Salaries by $200; Increase 5091-5091-708.0000 Shared Salaries by $100; Increase 5091-5091-717.0000 Retirement-MERS Active by $100; Increase 5091-5091-718.0000 Retirement-MERS Retirees by $100; Decrease 5091-5091-719.0000 Fringe Benefits by $500.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

52. Approve and authorize the following 2017-2018 budget amendment in the Information Technology Fund: Increase 6036-6036-703.0000 Administration Salaries by $400; Increase 6036-6036-717.0000 Retirement-MERS Active by $100; Increase 6036-6036-718.0000 Retirement-MERS Retirees by $200; Decrease 6036-6036-719.0000 Fringe Benefits by $700.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

53. Approve and authorize the following 2017-2018 budget amendment in the Motor Pool Fund: Increase 6061-6061-708.0000 Shared Salaries by $100; Increase 6061-6061-717.0000 Retirement-MERS Active by $100; Increase 6061-6061-718.0000 Retirement-MERS Retirees by $100; Decrease 6061-6061-719.0000 Fringe Benefits by $300.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

54. Approve and authorize the following 2017-2018 budget amendment: Increase 6036-6036-706.0000 Salaries Permanent by $1,500; Increase 6036-6036-717.0000 Retirement-MERS Active by $200; Increase 6036-6036-718.0000 Retirement-MERS Retirees by $200; Decrease 6036-6036-818.0000 Contractual Services by $1,900.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

55. Approve and authorize the following 2017-2018 budget amendment in the General Fund: Increase 1001-1071-867.0000 Gas & Oil-Mayor by $300; Decrease 1001-1071-868.000 Auto Wash-Mayor by $300.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

56. Approve and authorize the following 2017-2018 budget amendment in the General Fund: Increase 1001-2071-961.0000 Weed Cutting-Tax Reverted by $5,000; Decrease 1001-1071-719.000 Fringe Benefits-Mayor by $5,000.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

57. Approve and authorize the following 2017-2018 budget amendment in the General Fund: Increase 1001-8001-717.0000 Retirement-MERS Active-Planning by $100; Increase 1001-8001-718.0000 Retirement-MERS Retirees-Planning by $1,000; Decrease 1001-8001-719.000 Fringe Benefits-Planning by $1,100; Increase 1001-8005-717.0000 Retirement-MERS Active-Zoning by $100; Increase 1001-8005-718.0000 Retirement-MERS Retirees-Zoning by $1,700; Decrease 1001-8005-719.0000 Fringe Benefits-Zoning by $1,800.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

58. Approve and authorize the following 2017-2018 budget amendment in the General Fund: Increase 1001-6090-717.0000 Retirement-MERS Active-Parks & Recreation by $100; Increase 1001-6090-718.0000 Retirement-MERS Retirees-Parks & Recreation by $2,000; Decrease 1001-6090-719.000 Fringe Benefits-Parks & Recreation by $2,100.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

59. Approve and authorize the following 2017-2018 budget amendment in the Major Streets Fund: Increase 2002-4063-705.0000 Supervision Salaries-Surface Maintenance by $2,000; Decrease 2002-4063-706.0000 Salaries Permanent-Surface Maintenance by $2,000; Decrease 2002-4068-705.0000 Supervision Salaries-Trees & Shrubs by $1,500; Decrease 2002-4068-706.0000 Salaries Permanent-Trees & Shrubs by $1,000; Increase 2002-4068-717.0000 Retirement-MERS Active-Trees & Shrubs by $100; Increase 2002-4069-718.0000 Retirement-MERS Retirees-Trees & Shrubs by $500; Increase 2002-4069-705.0000 Supervision Salaries-Drainage by $1,500; Increase 2002-4069-706.0000 Salaries Permanent-Drainage by $1,000; Increase 2002-4069-717.0000 Retirement MERS-Active-Drainage by $200; Increase 2002-4069-718.0000 Retirement-MERS Retirees-Drainage by $2,000; Decrease 2002-4069-818.0000 Contractual Services-Drainage by $2,800; Increase 2002-4074-705.0000 Supervision Salaries-Traffic Signs by $500; Decrease 2002-4074-706.0000 Salaries Permanent-Traffic Signs by $500.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

60. Approve and authorize the following 2017-2018 budget amendment in the Motor Pool Fund: Increase 6061-0000-650.0608 Material Sales-Salt by $26,000; Increase 6061-6061-748.7008 Salt by $26,000.

RESULT:	**CARRIED [4 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe
RECUSED:	Wells

61. Approve and authorize the following 2017-2018 budget amendment in the Local Streets Fund: Increase 2003-4078-757.0000 Operating Expenditures-Salt-Winter Maintenance by $15,600; Decrease 2003-4069-719.0000 Fringe Benefits-Drainage by $15,600.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

62. Approve and authorize the following 2017-2018 budget amendment in the Major Streets Fund: Increase 2002-4078-757.0000 Operating Expenditures-Salt-Winter Maintenance by $10,400; Decrease 2002-4074-818.0000 Contractual Service-Traffic Signs by $10,400.

RESULT:	**CARRIED [5 TO 1]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Conley
NAYS:	Haskins
EXCUSED:	O'Keefe

63. Approve and Authorize the Mayor's appointment of Bette Bigsby, 4363 Bennett Drive, Burton, MI 48519 as the City of Burton City Clerk.

RESULT:	**FAILED [1 TO 6]**
MOVER:	Danny Wells, Councilman
AYES:	Wells
NAYS:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley

64. Approve the offering of the Water Line Warranty program that is offered through the National League of Cities to the residents of Burton.

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

K. FIRST READING OF ORDINANCE

1. Approve and Authorize ZC# 322 - Ashlea Properties, LLC. 3412 Bristol Rd. Burton, MI 48529 requests a zoning change from C-3, Highway Oriented Business to M-1, Light Industrial and C-3 Highway Oriented Business on the following described parcel: being located at 3491 Bristol Rd. as follows: 59-28-576-066 described as: LOT 31 EXCEPT THE EASTERLY 150 FEET OF THE SOUTHERLY 150 FEET ALSO EXCEPT THE NORTHERLY 210 FEET OF FOLLO ACRES AS RECORDED IN LIBER 22, PAGE 43 OF PLATS, GENESEE COUNTY, MICHIGAN RECORDS Description for zoning change from C-3 to M-1 THE WESTERLY 459.88 FEET OF THE SOUTHERLY 298.26 FEET OF LOT 31 OF FOLLO ACRES AS RECORDED IN LIBER 22, PAGE 43 OF PLATS, GENESEE COUNTY, MICHIGAN RECORDS. CONTAINING 5.36 ACRES OF LAND

RESULT:	**CARRIED TO SECOND READING [UNANIMOUS] Next: 7/2/2018 7:00 PM**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Haskins, Heffner, Wells, Smith, Conley
EXCUSED:	O'Keefe

L. SECOND READING OF ORDINANCE

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

Meeting was adjourned at 8:46 PM.

CITY OF BURTON

BURTON CITY COUNCIL MEETING

JULY 2, 2018

MINUTES

Council Chambers	Public Hearing	6:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 6:00 PM.

A. CALL TO ORDER

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

B. PRESENTATION

Mayor Zelenko explained the purpose of the meeting.

C. OPEN PUBLIC HEARING

1. Discussion and possible recommendations regarding the amending of Chapter 153 of the City of Burton Code of Ordinances by the addition of temporary sign conditions in commercial and industrial districts within the city of Burton and to provide for penalty for the violation thereof.

   Tim Jackson spoke about the temporary sign he has had for two years at BJ's Bar. He got a citation saying he was in violation. It has helped his business a lot. He has no other signage. He write the specials everyday. He would like to have a sign out front for specials. I have been through the City of Burton and seen hundreds of these same signs. Lots of them are still there. I would like to have our sign up so I can put my specials on there.

   Donald Condon stated there are signs in guardrail Forest Ave and Sunnydale with arrows pointing left and right no longer reflective. There is a Dilapidated house that has growth over the sidewalk can't use sidewalk many more.

   Mr. Abbey stated they will get the signs. The guys have been out all day replacing signs. We ordered all new signs because MDOT changed the sign rules. Signs have a different reflective. Guardrails overgrown need to be cut back.

D. CLOSE PUBLIC HEARING

Meeting was adjourned at 6:09 PM.

CITY OF BURTON

BURTON CITY COUNCIL MEETING

JULY 2, 2018

MINUTES

Council Chambers	Regular Meeting	7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

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

A. INVOCATION LED BY: THOMAS MARTINBIANCO

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

C. ROLL CALL

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

D. STAFF PRESENT

Paula Zelenko, mayor
Bette Bigsby, Acting City Clerk
Charles Abbey, Assistant DPW Director
Mike Odette, LT

E. APPROVAL OF MINUTES

1. City Council - Budget Workshop - May 16, 2018 6:30 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith
EXCUSED:	Conley

2. City Council - Regular Meeting - May 21, 2018 7:00 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Vaughn Smith, Councilman
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith
EXCUSED:	Conley

F. ADMINISTRATIVE REPORTS

Mayor Zelenko review the agenda for the evening. Remove the 1st reading of Ordinance.

Mayor Zelenko informed the Council there is a vacancy on the Zoning Board of Appeals. Asked for candidate suggestions.

The city has experienced several water main breaks in the South end. Barnes Connell Kenneth and James street area.

Mayor asked City Council to reconsider an agreement with D. M. Burr for seasonal help. We really need it for mowing. We have 147 city owned properties. We need to stay on top of them. We cannot ask residents to keep up their properties when we are not keeping up our own. They are better at keeping up with temporary or seasonal employees.

On the General Motors union non-union issue we had further conversation with Northpoint to date. So far of the 40.6 million dollars 28.5 million has been awarded to union contractors 10.5 to nonunion subcontractors there is still 1.6 million that has not been awarded yet. At least 21 million going to contractors in our region. There is a good mix and using local people.

Mayor requested a Legislative Committee meeting.

Mr. Wells will be out of town until the 18th.

Mr. Heffner asked how many employees from D. M. Burr the administration would like? Mayor stated they would like three for four months. It would come out of contractual services.

Mr. Martinbianco motioned and Mr. Wells seconded putting the approval of the D. M. Burr contract on the agenda as number 6.. Motion passed.

G. COMMITTEE REPORTS

NONE

H. AUDIENCE PARTICIPATION

John Stapish stated that the last meeting he had asked 3 questions and felt he was being ignored. He inquired about the Center Road side walks on the east side of the road. He wondered if there is a federal law about that.

Mr. Abbey stated that federal contracts are 80/20 and they dictate how projects are designed.

Steve Hatfield stated that Genesee County is being sued by Genesee Health system for robbing Peter to pay Paul.

I. COUNCIL DISCUSSION

Mr. Heffner asked if we were getting many people bidding when we send stuff out to be bid? He said we may need to look at posting them in the Flint Journal again.

Mr. Wells asked if we were still using MML. The answer was yes.

Mayor Zelenko stated the Ordinance states that we use the Burton View but at times we have had to use both.

Council would like to schedule a Legislative Committee Meeting on 7/18/2018 at 6:00 PM to finish updating 30.03.
There will be a Policy Committee meeting on 7/18/2018 at 5:00 PM

Mr. Martinbianco was removed from the Policy Committee and Mr. Heffner was appointed in his place.

Mr. Heffner stated they are doing fireworks at Kelly Lake every night.

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Doyle) 6/12/18 to 6/25/18 in the amount $6,271.50.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Vaughn Smith, Councilman
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith
EXCUSED:	Conley

2. Approve and authorize the request for Residential Water/Sewer Installer's License for pro Ex, Inc., 5403 S. Dort Hwy, Flint, MI 48507

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice President
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith
EXCUSED:	Conley

3. Approve and authorize the request for Residential Water/Sewer Installer's License for Root Away, 7207 Kessling St, Davison, MI 48423

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Duane Haskins, Vice President
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith
EXCUSED:	Conley

4. Approve and authorize the request for a Residential Sewer Installer's License for MBS Construction & Development, 4564 Towerhill Road, Houghton Lake, MI 48629

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice President
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith
EXCUSED:	Conley

5. Approve and authorize the Mayor and City Clerk to approve Resolution 2018-23 permit for Fireworks display for Mr. Jeff Threet, 5158 Lippincott Blvd, Burton, MI 48519.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Danny Wells, Councilman
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith
EXCUSED:	Conley

6. Approve and authorize the Mayor, Clerk, and Human Resources Director to enter into a contract with the DM Burr Group, 4252 Holiday Drive, Flint, MI 48507, for the purpose of hiring up to "3 Summer Labor Workers" for the periods of July 1, 2018 through October 31, 2018 and April 1, 2019 through June 30, 2019 for an amount not to exceed $54,600.00.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Danny Wells, Councilman
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith
EXCUSED:	Conley

7. FIRST READING OF ORDINANCE

1. Approve and authorize the first reading of an ordinance to amend Chapter 153 of the City of Burton Code of Ordinances by the addition of temporary sign conditions in commercial and industrial districts within the City of Burton and to provide for the penalty for the violation thereof.

RESULT:	**POSTPONED [5 TO 0]**	**Next: 7/16/2018 6:00 PM**
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith	
EXCUSED:	Conley	
RECUSED:	Wells	

K. SECOND READING OF ORDINANCE

1. Approve and Authorize ZC# 322 - Ashlea Properties, LLC. 3412 Bristol Rd. Burton, MI 48529 requests a zoning change from C-3, Highway Oriented Business to M-1, Light Industrial and C-3 Highway Oriented Business on the following described parcel: being located at 3491 Bristol Rd. as follows: 59-28-576-066 described as: LOT 31 EXCEPT THE EASTERLY 150 FEET OF THE SOUTHERLY 150 FEET ALSO EXCEPT THE NORTHERLY 210 FEET OF FOLLO ACRES AS RECORDED IN LIBER 22, PAGE 43 OF PLATS, GENESEE COUNTY, MICHIGAN RECORDS Description for zoning change from C-3 to M-1 THE WESTERLY 459.88 FEET OF THE SOUTHERLY 298.26 FEET OF LOT 31 OF FOLLO ACRES AS RECORDED IN LIBER 22, PAGE 43 OF PLATS, GENESEE COUNTY, MICHIGAN RECORDS. CONTAINING 5.36 ACRES OF LAND

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith
EXCUSED:	Conley

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

Meeting was adjourned at 7:39 PM.

CITY OF BURTON

BURTON CITY COUNCIL MEETING

JULY 16, 2018

MINUTES

Council Chambers	**Regular Meeting**	**7:00 PM**

4303 S. CENTER ROAD
BURTON, MI 48519

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

A. INVOCATION LED BY: DENNIS O'KEEFE

B. THE PLEDGE OF ALLEGIANCE IS LED BY: DENNIS O'KEEFE

C. ROLL CALL

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

D. STAFF PRESENT

Paula Zelenko, Mayor
Amanda Doyle, Attorney
Rik Hayman, Chief of Staff
Charles Abbey, Deputy DPW Director
Bette Bigsby, Acting City Clerk
Sue Warren, Human Resource Director
Mike Odette, Lt.

E. APPROVAL OF MINUTES

F. ADMINISTRATIVE REPORTS

Mayor Zelenko mentioned that the investment report was in Council's packet for this evening.
Mayor reviewed the agenda for the evening.
Mayor stated that Genevieve Field had resigned from the Park & Recreation Commission.

1. July 2018 Investment Report

G. COMMITTEE REPORTS

Ms. Conley reported that the Park & Recreation Commission is updating their 5 year plan. They are doing a survey forum on August 8th at 5:30 pm.

The Library book sale is 7/26 and they will be there from 10-12 to unload the books we could use help. The sale starts at Noon.

Mr. Smith spoke about the Memorial Day 5K and the how the proceeds from the race were going to be allocated.

H. AUDIENCE PARTICIPATION

Judy Estes spoke about sidewalks that need to be repaired.

I. COUNCIL DISCUSSION

Mr. O'Keefe asked about the 5-year forecast with changes. He would like to see one on the Enterprise fund.

Ms. Conley asked about the building for the Library. Mr. Abbey stated they have called contractors to come in and give them bids.

Mr. O'Keefe asked Mr. Abbey to give commentary on City sidewalks. Mr. Abbey outlined who is responsible for them and a plan of attack for repairs.

Mr. Smith spoke about the Clerk position. Claims only way Mayor can terminate a Charter 5 position is with four votes of the Council. He referenced 3.12 of the Charter.

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Doyle) 6/26/2018 to 7/09/2018 in the amount $4,459.00.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

2. Approve and authorize the Attorney Billing (Belzer) 5/08/2018 to 5/16/2018 in the amount $1,300.00.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

3. Approve and authorize the Mayor’s appointment of Sue Warren, 6248 Golfview Dr., Burton MI 48509 as City Clerk.

   Discussion took place on whether or not a vacancy has occurred in the office of City Clerk.

RESULT:	**FAILED [0 TO 6]**
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Duane Haskins, Vice President
NAYS:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

4. Approve and authorize the appointment of Rick Fuhst, 1072 Forest Ave., Burton, MI 48509 as Zoning Board of Appeals Alternate to fulfill the remainder of a term that expires February 2020.

   Ms. Conley asked if anyone else had turned in their application.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice President
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

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

K. AGENDA ITEMS

Meeting was adjourned at .

CITY OF BURTON

BURTON CITY COUNCIL MEETING

AUGUST 6, 2018

MINUTES

Council Chambers **Regular Meeting** **7:00 PM**

4303 S. CENTER ROAD
BURTON, MI 48519

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

A. INVOCATION LED BY: MR. SMITH

B. THE PLEDGE OF ALLEGIANCE IS LED BY: MR. SMITH

C. ROLL CALL

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

D. STAFF PRESENT

Paula Zelenko, Mayor
Sue Warren, Human Resource Director
Rik Hayman, Chief of Staff
Robert Slattery, DPW Director
Charles Abbey, Deputy DPW DIrector
Karen Moffitt, Controller

E. APPROVAL OF MINUTES

1. City Council - Budget Workshop - May 22, 2018 6:30 PM

   Discussion on timeliness of minutes to Council and shortage of staff in Clerk's Office.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Danny Wells, Councilman
AYES:	Martinbianco, Haskins, Heffner, Wells, Smith, Conley
EXCUSED:	O'Keefe

2. City Council - Workshop - May 29, 2018 6:00 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Danny Wells, Councilman
AYES:	Martinbianco, Haskins, Heffner, Wells, Smith, Conley
EXCUSED:	O'Keefe

3. City Council - Special Meeting - May 30, 2018 6:15 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Danny Wells, Councilman
AYES:	Martinbianco, Haskins, Heffner, Wells, Smith, Conley
EXCUSED:	O'Keefe

4. City Council - Regular Meeting - Jun 4, 2018 7:00 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Danny Wells, Councilman
AYES:	Martinbianco, Haskins, Heffner, Wells, Smith, Conley
EXCUSED:	O'Keefe

5. City Council - Special Meeting - Jun 27, 2018 7:00 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Danny Wells, Councilman
AYES:	Martinbianco, Haskins, Heffner, Wells, Smith, Conley
EXCUSED:	O'Keefe

F. ADMINISTRATIVE REPORTS

Mayor Zelenko stated Council was given a draft of the temporary sign ordinance. She requested a Legislative Committee meeting to vet the ordinance. She also handed out a communication from 911 on the recent siren activation investigation.

Provided Council with a copy of the letter from Genesee County Clerk on assistance from County for election.

Michigan Municipal League annual Conference Grand Rapids in September. Council needs to appoint a delegate and alternate delegate. Mr. Heffner stated no one was going to conference this year.

Mayor spoke on bills in the legislature on assessor licensing and staffing requirements.

We have received notice from the Governor's Office that our reimbursement for the water infrastructure has not been approved. We are meeting with the Legislative delegation to try and get it approved.

Telephone conference with Municipal stability board on the corrective action plan on our unfunded liability.

Mayor reminded Council workshop on Park and Recreation Plan.

G. COMMITTEE REPORTS

Mr. Martinbianco legislative committee took on two topics one was 30.03 of the Charter. Mr O'keefe and administration brought facts. We have referred back to administration. We also talked about the LGBTQ civil rights issue was design plan brought forward. Administration has been advised to look at what other companies are doing.

Possible meeting on August 20th at 6:30 PM.

Ms. Conley stated there is a survey for the Park & Recreation plan and would appreciate Council members attending the workshop on August 8th.

H. AUDIENCE PARTICIPATION

John Stapish spoke on the grass cutter for the City. Grass cutter picked up branches in the yard and put them in the street.

I. COUNCIL DISCUSSION

Mr. Abbey asked to have item 4 removed from agenda. That parcel is right next to another lot next to one the City is going to sell.

Mr. Martinbianco talked about road projects. Mr. Slattery spoke about money from State for road projects. Can't be used to match federal aid projects. Have used for crack seal and chip seal. Propose to do more of that kind of work.

Mr. Heffner stated right across from City Hall on Center Road there is a bump in the road. He would like DPW to look at. There is also a mess at Genesee and Lapeer Road. Mr. Abbey stated they have talked with Consumers on the issues.

New section of Fenton Road there is a torn out section. Issue between contractor and Road Commission.

Lapeer Road from Kelly Lake to the left east of Munson. Needs to be repaired.

Ms. Conley spoke about the road by the Ice Palace and Walmart. Mr. Slattery stated it is a private road.

Mr. Wells congratulated Mr. Haskins on his wedding. Stated he is still getting complaints about Belsay and Lapeer, Lippincott and Center and Atherton and Center intersections.

Mr. Slattery spoke about the timing of lights and he has spoke with the Road Commission.

Mr. Wells extended gratitude to DPW for all their work.

Discussion on letter to Secretary of State and Genesee County Clerk about elections.

Discussion on advertising the Clerk position.

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Doyle) 7/10/2018 to 7/30/2018 in the amount $6,797.25.

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

2. Approve and authorize the Attorney Billing (Masud) June 4, 2018 - June 27, 2018 in the amount $6,895.40

   Mr. Haskins asked if we were about at the end with the MASUD group in reference to the bills lowering?

   Mr. Wells asked about the length of the contract with the MASUD group.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Christina Conley, Councilwoman
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, Heffner, Wells, Smith, Conley
EXCUSED:	O'Keefe

3. Approve and authorize the sale of Vacant Lot - E. Maple Ave., Parcel No. 59-31-551-037, to give first and final approval for the sale of this improved parcel to Rocky Brook Land Company, Inc., 483 Billings Road, Hermon, ME 04401 for the sum of $250 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

   Mr. Heffner stated it was the same company that was attempting to purchase the property in item 4. Mr. Abbey stated it would not hurt the city beause we do not spend any money maintaining the property.

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

4. Approve and authorize the sale of Vacant Lot - E. Judd Rd., Parcel No. 59-32-503-128, to give first and final approval for the sale of this improved parcel to Rocky Brook Land Company, Inc., 483 Billings Road, Hermon, ME 04401 for the sum of $250 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

RESULT:	**FAILED [0 TO 6]**
MOVER:	Vaughn Smith, Councilman
SECONDER:	Tom Martinbianco, Councilman
NAYS:	Martinbianco, Haskins, Heffner, Wells, Smith, Conley
EXCUSED:	O'Keefe

5. Approve and authorize Resolution 2018- 25 for road closures for Bikes on the Bricks on September 8, 2018.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Haskins, Heffner, Wells, Smith, Conley
EXCUSED:	O'Keefe

6. Approve and authorize the Resolution 2018- of Intent to Sell the City Owned Properties.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Haskins, Heffner, Wells, Smith, Conley
EXCUSED:	O'Keefe

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

Meeting was adjourned at 9:14 PM.

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

SCHEDULED

Meeting: 08/20/18 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Bette Bigsby
Department Head: Bette Bigsby

AGENDA ITEM (ID # 4011)

DOC ID: 4011

Approve and authorize the Attorney Billing (Doyle) 7/31/2018to 8/13/2018 in the amount $6,725.75.

AGENDA ITEM (ID # 4013)

DOC ID: 4013

Approve and authorize the payment of Attorney Billing (Masud) June 28, 2018 - July 31, 2018 in the amount $4,446.00

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

SCHEDULED

Meeting: 08/20/18 07:00 PM
Department: Mayor's Office
Category: Attorney Billing
Prepared By: Rik Hayman
Department Head: Rik Hayman

AGENDA ITEM (ID # 4018)

DOC ID: 4018

Approve and authorize the Attorney Billing for Jack Belzer (July 2018 consultations with Council President) in the amount of $568.75.

ATTACHMENTS:

- Attorney Billing (Belzer) (PDF)

F. JACK BELZER, P. C.
3153 W. HILL ROAD
FLINT, MI 48507
810-234-3300

Invoice submitted to:
CITY OF BURTON
C/O: GINGER
4303 S. CENTER ROAD
BURTON, MI 48519

August 8, 2018

In Reference To: Paula K. Zelenko vs. Burton City Council

Invoice #8728

Professional Services

		Hrs/Rate	Amo
7/13/2018	DISCUSSION WITH PRESIDENT OF COUNCIL REGARDING CITY CLERK.	0.25 325.00/hr	81
7/14/2018	REVIEW OF CITY CHARTER REGARDING ISSUE OF CLERK.	1.00 325.00/hr	325
7/16/2018	DISCUSSION WITH COUNCIL PRESIDENT.	0.25 325.00/hr	81
	ADDITIONAL DISCUSSIONS WITH COUNCIL PRESIDENT REGARDING DISMISSAL OF CLERK.	0.25 325.00/hr	81
	For professional services rendered	1.75	$568
	Previous balance		$1,300
	Accounts receivable transactions		
7/26/2018	Payment - thank you		($1,300
	Total payments and adjustments		($1,300
	Balance due		$568

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

SCHEDULED

Meeting: 08/20/18 07:00 PM
Department: Department of Public Works
Category: Contract
Prepared By: Robert Slattery
Department Head: Robert Slattery

AGENDA ITEM (ID # 4015)

DOC ID: 4015 A

Approve and Authorize the Mayor and City Clerk to execute a contract with ROWE Professional Services Company, 540 S. Saginaw Street, Flint, MI 48502, for Preliminary Engineering of Center Road from Davison Road to the north City limit (DPW Project No. 18-006-P), at an estimated cost of $129,687.23, contingent upon approval of the City Attorney.

ATTACHMENTS:

- Third Party Agreement - PE - Center Road Davison-north City Limit - ROWE - 2018 (PDF)
- MoE - Third Party Agreement - Center Road Davison-north - PE (DOCX)

SUBCONTRACT NO.__________
CONTROL SECTION NO.__________
JOB NO.__________

FED. PROJECT NO.__________
FED. ITEM NO.__________

THIRD PARTY
AGREEMENT

City of Burton
Center Road Rehabilitation
from
Davison Road to North City Limit
Preliminary Engineering
LOCAL AGENCY CONTRACT

THIS CONTRACT, made and entered into as of this date,________________ , by and between ROWE Professional Services Company, 540 S. Saginaw Street, Suite 200, Flint, MI 48502, hereinafter referred to as the "CONSULTANT," and the City of Burton, 4303 S. Center Road, Burton, MI 48519 hereinafter referred to as the "LOCAL AGENCY."

WITNESSETH:
WHEREAS, the LOCAL AGENCY is planning to rehabilitate Center Road, between Davison Road and the North City Limit (Dolphaine Lane), a Surface Transportation – Urban funded project within its limits; and WHEREAS, the LOCAL AGENCY has assigned Robert Slattery, DPW Director, to be the designated full-time public employee to be in Responsible Charge in accordance with 23 CFR 172.9 (d).

WHEREAS, the LOCAL AGENCY desires to engage the professional services and assistance of the CONSULTANT to perform certain Preliminary Engineering and other related work, said work to be hereinafter referred to as the "SERVICES," required in connection with the construction of the following Center Road improvements, said improvements to be hereinafter referred to as the "PROJECT:"

Roadway pavement and joint repairs, curb and gutter repair, pavement milling and resurfacing, restriping, permanent signing and ADA ramp improvements on Center Road, from Davison Road to the North City Limit (Dolphaine Lane).

WHEREAS, the LOCAL AGENCY has programmed the PROJECT with the Michigan DEPARTMENT of Transportation, hereinafter referred to as the "MDOT," for the use of Surface Transportation – Urban Funding administered by the United States DEPARTMENT of Transportation, Federal Highway Administration, hereinafter referred to as the "FHWA;" and

WHEREAS, the CONSULTANT is willing to render the SERVICES desired by the LOCAL AGENCY for the considerations hereinafter expressed; and

WHEREAS, the CONSULTANT was selected utilizing a qualifications-based selection (QBS) process, as applicable; and CONSULTANT performance evaluations will be completed, as defined in Exhibit D.

WHEREAS, the terms and conditions of the PRIME CONTRACT between the MDOT and the LOCAL AGENCY for the PROJECT shall be incorporated by reference as part of this SUBCONTRACT to ensure that if any discrepancies occur between the PRIME CONTRACT and SUBCONTRACT, the PRIME CONTRACT shall prevail; and

WHEREAS, the parties hereto have reached an understanding as to the scope of the work and the performance of the SERVICES on the PROJECT and desire to set forth this understanding in the form of a written contract;

NOW THEREFORE, it is hereby agreed by and between the parties hereto that: The CONSULTANT will:

1. Perform the work set forth in Exhibit A, dated 05/17/2018, attached hereto and made a part hereof (SERVICES). The LOCAL AGENCY specifically agrees that it will not perform SERVICES that are not included in the scope of SERVICES in Exhibit A.

2. Perform all SERVICES by the applicable codes, laws, and standards of the LOCAL AGENCY and the MDOT and the FHWA.

3. During the performance of the SERVICES herein provided for, be responsible for any loss or damage to the documents, owned by the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANTS expense.

4. Furnish qualified personnel, as per 23 CFR Part 172, to assist the PROJECT Engineer/Supervisor in solving problems, when so requested.

5. Attend conferences and make such trips as necessary to the LOCAL AGENCY'S offices and to the site of the work to confer with representative of the LOCAL AGENCY and the MDOT or the FHWA as may be necessary in the carrying out of the work under THIS CONTRACT.

6. Provide and maintain public liability, property damage, and workers' compensation insurance, insuring as they may appear the interests of all parties to THIS CONTRACT against any and all claims that may arise out of the LOCAL AGENCY'S operation hereunder. In addition, provide professional liability insurance, as further defined in Exhibit B, attached hereto and made a part hereof.

7. Commence work on the PROJECT as set forth in and following execution of THIS CONTRACT only upon receipt of written notice from the PROJECT Engineer/Supervisor.

8. Submit billings to the LOCAL AGENCY as set forth in Section 17.

9. Perform all PROJECT work under the direction of the PROJECT Engineer who will be assigned by the LOCAL AGENCY as provided in Section 14.

10. Provide such reports and maintain such records of the PROJECT as are required to document the work to the satisfaction of the PROJECT Engineer, the LOCAL AGENCY, the MDOT, and the FHWA.

11. Permit the LOCAL AGENCY, the MDOT, the FHWA, and other public agencies interested in the plans and designs for the PROJECT to have full access thereto during the progress of the SERVICES being performed thereon.

12. Have their professional endorsement upon all plans, specifications, estimates, and engineering data furnished to the LOCAL AGENCY.

13. Follow standard accounting practices and permit representatives of the LOCAL AGENCY and MDOT, FHWA, U.S. DEPARTMENT OF Transportation's Inspector General, and the Controller General of the United States to audit and inspect its PROJECT books and records at any reasonable time.

    a. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under THIS CONTRACT.

    b. In the event of a dispute with regard to the allowable expenses or any other issue under THIS CONTRACT, the CONSULTANT shall thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

    c. If any part of the work is subcontracted, the conditions for the responsibilities of the CONSULTANT apply to the CONSULTANT and their SUBCONSULTANTS (or affiliates).

The LOCAL AGENCY shall:

14. Assign a PROJECT Engineer/Supervisor in responsible charge of the PROJECT.

15. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in THIS CONTRACT, pay the CONSULTANT on the basis of actual cost plus a fixed fee (profit) amount which shall not exceed One hundred twenty-nine thousand, six hundred eighty-seven dollars and twenty-three cents ($129,687.23). The fixed fee (profit) shall be the amount of dollars Twelve thousand, three hundred ninety-eight dollars and Eighty-two cents ($12,398.82), which amount is included in the total amount of One hundred twenty-nine thousand, six hundred eighty-seven dollars and twenty-three cents as shown in Exhibit "A," attached hereto and made part hereof.

16. Pay for actual costs for SERVICES. Work required and performed will be determined in accordance with the following terms, subject to the cost criteria set forth in the Federal Acquisition Regulations, 48 CFR, Part 31.

    a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES work. This cost will be based on the employees' actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by employee time records.

b. Direct Costs: Actual costs of materials and SERVICES, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals and shall be supported by proper receipts.

Overhead (Indirect Costs): For A pro-rated portion of the actual overhead incurred by the CONSULTANT during performance of the PROJECT work shall be computed as set forth in 48 CFR, Federal Acquisition Regulations, Part 31, see Attachment C. The amount of overhead payment, including payroll overhead, will be calculated as a percentage of all direct labor costs related to staff personnel and members of the firm. Overhead shall include those costs, which because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. If a certified overhead rate, attachment C, has not been established, a provisional overhead rate, which will be applied to direct labor costs for progress payments, is set forth in Exhibit A. Use the provisional overhead rate until the actual overhead rate has been determined.

c. Non MDOT Pre-Qualified CONSULTANT:
It is agreed that the use of the provisional overhead rate set forth in Exhibit A sets neither a minimum nor maximum to the actual overhead costs to be paid the CONSULTANT. Any overpayments or underpayments made to the CONSULTANT for SERVICES performed resulting from usage of the provisional overhead rate, will be corrected in the first billing submitted subsequent to the CONSULTANT'S calculations of an actual overhead rate for the financial year end applicable to the reported direct labor cost. The audit at the completion of THIS CONTRACT or at such time as THIS CONTRACT is terminated, will verify the propriety of reporting overhead.

MDOT Pre-Qualified CONSULTANT:
When work occasioned at the LOCAL AGENCY'S request is contracted with the CONSULTANT to perform the SERVICES, the actual overhead costs incurred by the CONSULTANT at the MDOT-accepted rate during work, computed as set forth in 48
CFR, Federal Acquisition Regulations, Part 31, The amount of overhead payment, including payroll overhead, will be calculated as applied rates to direct labor costs. Overhead costs will include those costs that, because of their incurrence for common or joint objectives, are not readily subject to treatment as direct costs. The MDOT- accepted overhead rate is not subject to adjustment for overhead costs, but the LOCAL AGENCY and MDOT retains the right to audit the records of the CONSULTANT at any reasonable time.

Contract LOCAL AGENCY Work:
When work occasioned at the LOCAL AGENCY'S request is contracted with another LOCAL AGENCY to perform the SERVICES, the actual overhead costs incurred by the LOCAL AGENCY shall be computed as set forth in 2 CFR 200.414. The LOCAL AGENCY must submit a 2 CFR 200.414 compliant overhead (indirect) cost rate proposal/plan to MDOT, prior to claiming any overhead (indirect) costs. The

LOCAL AGENCY and MDOT retains the right to audit the records of the CONSULTANT at any reasonable time.

Reimbursement for costs incurred is subject to the cost criteria set forth in 48 CFR Part 31, and/or 2 CFR 200Subpart E-Cost Principles as applicable, is incorporated herein by reference as if the same were repeated in full herein.

d. Facilities Cost of Capital: A pro-rated portion of the actual facilities costs of capital incurred by the CONSULTANT during work is reimbursable only if the estimated facilities cost of capital was specifically identified in the cost proposal, included in the Scope of Services for this work (Exhibit A).

e. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein.

f. Fixes Fee (Profit): In addition to the payments for direct and overhead costs as hereinbefore provided, the LOCAL AGENCY agrees to pay the CONSULTANT a fixed amount for profit for the SERVICES performed. It is agreed and understood that such amount constitutes full compensation to the CONSULTANT for profit and will not vary because of any differences between the estimated cost and the actual cost for work performed, except that in the event THIS CONTRACT is terminated, payment of a fixed fee (profit) in respect to the PROJECT shall be in an amount which can be established by the CONSULTANT from its accounts and records and subject to the provisions of Section 30.

g. SUBCONSULTANT Costs: Actual costs of SUBCONSULTANTS performing SERVICES under THIS CONTRACT. Amounts for fixed fees paid by the CONSULTANT to the SUBCONSULTANT will not be considered an actual cost of the CONSULTANT, but will be considered a part of the fixed fee of the CONSULTANT.

17. Make payments to the CONSULTANT in accordance with the following procedures:

a. Progress payments may be made for reimbursement of amounts earned to date and shall include direct costs, other direct costs, calculated amounts for overhead using overhead, and facilities cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee. The portion of the fixed fee which may be included in progress payments shall be equal to the total fixed fee multiplied by the percentage of the work which has been completed to date of billing.

b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the LOCAL AGENCY. Partial payments shall be made only one a month.

c. Final billing under THIS CONTRACT shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billing for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the MDOT and the FHWA.

In the event such audit indicates an overpayment, the CONSULTANT will repay the LOCAL AGENCY within 90 days of the date of the invoice.

It is further agreed that:

18. Upon completion or termination of THIS CONTRACT, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of SERVICE, shall become property of the LOCAL AGENCY.

19. No portion of the PROJECT work, hereto before defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent for the LOCAL AGENCY and approval by MDOT and the FHWA. Consent to sublet, assign or otherwise dispose of any portion of the SERVICES shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of THIS CONTRACT.

20. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the LOCAL AGENCY'S PROJECT Engineer/Supervisor. All questions as to the satisfactory and acceptable fulfillment of the terms of THIS CONTRACT shall be decided by the LOCAL AGENCY.

21. This agreement is to be governed by the laws of the State of Michigan. All disputes between the LOCAL AGENCY and CONSULTANT shall be resolved per the Dispute Resolution in Appendix C.

22. Any change in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY and approved by the MDOT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to THIS CONTRACT.

23. The CONSULTANT and the LOCAL AGENCY specifically agree that in the event problems arise that may be the result of errors and/or omissions by the CONSULTANT or due to a failure of the CONSULTANT to otherwise perform in accordance with THIS CONTRACT, the CONSULTANT will be held responsible with no cost to the LOCAL AGENCY or in accordance with Dispute Resolution in Appendix C.

24. In addition, the CONSULTANT shall comply with, and shall require any CONTRACTOR or SUBCONTRACTOR to comply with, the following:

    a. In connection with the performance of the PROJECT under THIS CONTRACT, the CONSULTANT (hereinafter in Appendix "A" referred to as the "CONTRACTOR") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix "A," attached hereto and made a part hereof and will require a similar covenant on the part of any CONTRACTOR or SUBCONTRACTOR employed in the performance of THIS CONTRACT.

    b. During the performance of THIS CONTRACT, the CONSULTANT, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "CONTRACTOR"), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the DEPARTMENT of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to THIS CONTRACT.

    c. The parties hereto further agree that they accept the MDOT'S Minority Business Enterprises/Women's Business Enterprises (MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof, being an excerpt from Title 42 C.F.R. Part 23, more specifically 23.43(a)(1) and (2) thereof.

25. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT to solicit or secure THIS CONTRACT and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of THIS CONTRACT. For breach or violation of this warranty, the LOCAL AGENCY will have the right to annul THIS CONTRACT without liability or, at its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

26. The CONSULTANT specifically agrees that in the performance of the SERVICES herein enumerated, by itself, by an approved SUBCONTRACTOR, or by anyone acting on its behalf, it will comply with any and all state, federal, and local statutes, ordinances, and regulations and will obtain all permits applicable to the entry into the performance of THIS CONTRACT.

27. No charges or claims for damages shall be made by the CONSULTANT for delays or hindrances from any cause whatsoever during the progress of any portions of the SERVICES specified in THIS CONTRACT, except as hereinafter provided.

In case of a substantial delay on the part of the LOCAL AGENCY in providing to the CONSULTANT either the necessary information or approval to proceed with the work, resulting, through no fault of the CONSULTANT, in delays of such extent as to require the CONSULTANT to perform its work under changed conditions not contemplated by the parties, the LOCAL AGENCY will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data. Authorization of such supplemental compensation shall be by an amendment to THIS CONTRACT subject to prior approval by the MDOT.

When delays are caused by circumstances or conditions beyond the control of the CONSULTANT, as determined by the LOCAL AGENCY, the CONSULTANT may be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties. However, that permitting of the CONSULTANT to proceed to complete the SERVICES, or any part of them, after the date through which the time of completion may have been extended, will in no way operate as a waiver on the part of the LOCAL AGENCY of any of its rights herein set forth.

28. In case the CONSULTANT deems extra compensation will be due it for work or materials not clearly covered in THIS CONTRACT, or not ordered by the LOCAL AGENCY as a change, or due to changed conditions, the CONSULTANT shall notify the LOCAL AGENCY in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any way be construed to establish the validity of the claim. Such extra compensation shall be provided only by amendment to THIS CONTRACT with approval of the MDOT and the FHWA.

29. In addition to the protection afforded by any policy of insurance, the CONSULTANT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, the FHWA, and all officers, agents, and employees thereof:

    a. From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the CONSULTANT in connection with the CONSULTANT'S performance of the SERVICES; and

    b. From any and all costs or claims for additional compensation or damages, or injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, response and cleanup cost, including attorney fees and related costs, caused by errors and/or omissions attributable to the CONSULTANT'S performance of the SERVICES under THIS CONTRACT unless the CONSULTANT proves that notwithstanding the error or omission, the CONSULTANT met generally accepted standards of care. In addition to excusing consultants from liability for errors or omissions that the CONSULTANT proves occurred despite its compliance with generally accepted standards of care, the CONSULTANT will only be responsible for the percentage of the damages and costs that corresponds to the proportion of the total damages and costs caused by the errors and/or omissions attributable to the CONSULTANT for which the CONSULTANT is otherwise liable under this subparagraph.

LOCAL AGENCY will not be subject to any obligations or liabilities by CONTRACTORS of the CONSULTANT or their SUBCONTRACTORS or any other person not a party to THIS CONTRACT without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the CONSULTANT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under THIS CONTRACT that results in claims being asserted against or judgments being imposed against the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, and/or the FHWA, as applicable. In the event that the same occurs, it will be considered as a breach of THIS CONTRACT, thereby giving the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, and/or the FHWA, as applicable, a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

30. LOCAL AGENCY may terminate THIS CONTRACT and/or any AUTHORIZATION(S) under THIS CONTRACT for convenience or cause, as set forth below, before the SERVICES are completed. Written notice of termination will be sent to the CONSULTANT. The CONSULTANT will be reimbursed in accordance with the following:

    a. Termination for Convenience:
    FOR COSTS TO BE REIMBURSED ON AN ACTUAL COST PLUS FIXED FEE BASIS: The CONSULTANT will be reimbursed for all costs incurred up to the termination date set forth in the notice of termination. Such reimbursement will be as set forth in Sections 16 and 17. The CONSULTANT will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete as determined by LOCAL AGENCY. LOCAL AGENCY will receive the work product produced by the CONSULTANT under THIS CONTRACT up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

    b. Termination for Cause:
    The LOCAL AGENCY may terminate this CONTRACT whenever the CONSULTANT causes any of the following events to occur: fails to complete any of the SERVICES in a manner satisfactory to LOCAL AGENCY, and/or discloses LOCAL AGENCY'S confidential information, and/or replaces any Key People without prior written approval from LOCAL AGENCY, and/or fails to find an acceptable replacement to the Project Team within thirty (30) days, (or within the extension of time granted by LOCAL AGENCY, if any), and/or makes any public relations communications, (and/or products) that are intended for external audience

without prior written approval from the LOCAL AGENCY.

AUTHORIZATION(S) pursuant to THIS CONTRACT for cause. Written notice of termination will be sent to the CONSULTANT. The CONSULTANT will be reimbursed as follows:

FOR COSTS TO BE REIMBURSED ON AN ACTUAL COST PLUS FIXED FEE BASIS: The CONSULTANT will be reimbursed for SERVICES completed up to receipt of the notice of termination. LOCAL AGENCY may pay a proportionate share for a partially completed work product. The value of such partially completed work product will be determined by LOCAL AGENCY based on actual costs incurred up to the estimated value of the work product received by LOCAL AGENCY, as determined by LOCAL AGENCY. Such actual costs will be as set forth in Section 16.

The CONSULTANT will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete, as determined by LOCAL AGENCY. LOCAL AGENCY will receive the work product produced by the CONSULTANT under THIS CONTRACT up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of the SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

The value of such partially completed work product will be determined by LOCAL AGENCY based on actual costs incurred up to the estimated value of the work product received by LOCAL AGENCY as determined by LOCAL AGENCY.

In the event that termination by LOCAL AGENCY is necessitated by any wrongful breach, failure, default, or omission by the CONSULTANT, LOCAL AGENCY will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to the CONSULTANT under THIS CONTRACT, as well as any other existing or future contracts between the CONSULTANT and LOCAL AGENCY, for any and all damages and costs incurred or sustained by LOCAL AGENCY as a result of its termination of THIS CONTRACT due to the wrongful breach, failure, default, or omission by the CONSULTANT.

In the event of termination of THIS CONTRACT and/or any AUTHORIZATION(S), LOCAL AGENCY may procure the professional SERVICES from other sources and hold the CONSULTANT responsible for any damages or excess costs occasioned thereby.

In the event that the CONSULTANT disagrees with LOCAL AGENCY regarding a determination of the completeness or value of SERVICES performed or the amount of reimbursement for which the CONSULTANT is eligible under the provisions of this section, the CONSULTANT may invoke the dispute process defined in Exhibit C.

31. The CONSULTANT'S signature on THIS CONTRACT constitutes the CONSULTANT'S certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549.

    The certification included as a part of THIS CONTRACT as Attachment A is Appendix A of 49 CFR Part 29 and applies to the CONSULTANT (referred to in Appendix A as "the prospective primary participant").

    The CONSULTANT is responsible for obtaining the same certification from all SUBCONTRACTORS under THIS CONTRACT by inserting the following paragraph in all subcontracts:

    "The SUBCONTRACTOR'S signature on THIS CONTRACT constitutes the SUBCONTRACTOR'S certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549. The certification included as a part of THIS CONTRACT as Attachment B is Appendix B of 49 CFR Part 29."

    This certification is required of all SUBCONTRACTORS, testing laboratories, and other lower tier participants with whom the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in THIS CONTRACT.

32. The CONSULTANT'S signature on THIS CONTRACT constitutes the CONSULTANT'S certification that to the best of his or her knowledge and belief no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, removal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

    The CONULTANT will require that the language of this certification be included in the award documents for all third-party agreements (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

    This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000.00) and not more than One Hundred Thousand Dollars ($100,000.00) for each such failure.

33. The CONSULTANT agrees to pay each SUBCONTRACTOR for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the CONSULTANT receives from MDOT. This requirement is also applicable to all sub-tier SUBCONTRACTORS and will be made a part of all subcontract agreements.

    This prompt payment provision is a requirement of 49 CFR Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a SUBCONTRACTOR against MDOT. This provision applies to both DBE and non-DBE SUBCONTRACTORS.

    The CONSULTANT further agrees that it will comply with 49 CFR Part 26, as amended, and will report any and all DBE SUBCONTRACTOR payments to MDOT semi-annually in the format set forth in Appendix G, dated July 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

34. The CONSULTANT agrees that the costs reported to LOCAL AGENCY for THIS CONTRACT will represent only those items that are properly chargeable in accordance with THIS CONTRACT. The CONSULTANT also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of THIS CONTRACT that apply to the reporting of costs incurred under the terms of THIS CONTRACT.

The following exhibits, appendices, and attachments are included on page 14 of THIS CONTRACT, IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duty authorized agents and representative the day and year first above written.

By: ____________________________________
NAME: Leanne Panduren, PE, TITLE: President / CEO
ROWE Professional Services Company

By: ____________________________________
NAME: Paula Zelenko, TITLE: Mayor, City of Burton

By: ____________________________________
NAME: Teresa Karsney, TITLE: Clerk, City of Burton

List of Exhibits/Appendixes/Attachments

EXHIBIT A

Derivation of Costs

and

Scope of Services

Michigan Department
of Transportation
5101B (4.15.16)

DERIVATION OF PRIME CONSULTANT COSTS

Exhibit B

Summary of all Prime Costs for ALL JOB NUMBERS (including phases) for all services provided. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S):	CONTRACT / AUTHORIZATION #:	FIRM ROLE:
CS - JN		Prime Firm

PRIME CONSULTANT NAME:	PROJECT DESCRIPTION:
ROWE Professional Services Company	City of Burton - Center Road Rehabilitation Project

PRIME LABOR:

CLASSIFICATION	*NAME*	*HOURS*	*x*	*RATE/HR*	*=*	*LABOR COST*
Project Manager	Eric Johnston, PE	99	x	$ 43.75	=	$ 4,331.25
QC Reviewer	Jack Wheatley, PE	28	x	$ 75.91	=	$ 2,125.48
Project Engineer A	Justin Westbrook, PE	175	x	$ 32.00	=	$ 5,600.00
Project Engineer B	Dakota Roberts, PE	300	x	$ 30.00	=	$ 9,000.00
Asst. Project Engineer A	Ryan Bair, PE	390	x	$ 30.00	=	$ 11,700.00
Project Surveyor	Jon Rick, PS	8	x	$ 59.13	=	$ 473.04
Survey Coordinator	James Fink	26	x	$ 35.00	=	$ 910.00
Survey Crew Chief	Michael Jaworski	60	x	$ 31.25	=	$ 1,875.00
Survey Field Technician III	Steven Fournier	60	x	$ 22.25	=	$ 1,335.00
Survey Office Technician II	Matthew Chrzan	40	x	$ 29.25	=	$ 1,170.00
	Total Hours:	**1186**			**Total Labor**	**$ 38,519.77**

PRIME OVERHEAD: (Total Labor x Overhead Rate)

Overhead Rate: **192.62%** **Total Overhead $ 74,196.78**

PRIME FACILITIES CAPITAL COST OF MONEY (F.C.C.M.): (Total Labor x F.C.C.M. Rate)

F.C.C.M. Rate: **0.55%** **Total F.C.C.M. $ 211.86**

PRIME OTHER DIRECT EXPENSES: (List each item once at Actual Cost - NO MARKUP.)

Items	Quantity	@	Unit Price	Unit	=	Item Price
Pavement Cores	1.00	@	$ 4,360.000	LSUM	=	$ 4,360.00
					Total Other Direct Expenses	**$ 4,360.00**

PRIME FIXED FEE FOR PROFIT: ((Total Labor + Total Overhead) x 11%)

Fixed Fee Rate: 11% **Total Fixed Fee $ 12,398.82**

TOTAL PRIME FIRM COSTS $ 129,687.23

Firm Role: Prime Firm *Note: Payment Method = ACFF*

ROWE

Project Work Plan

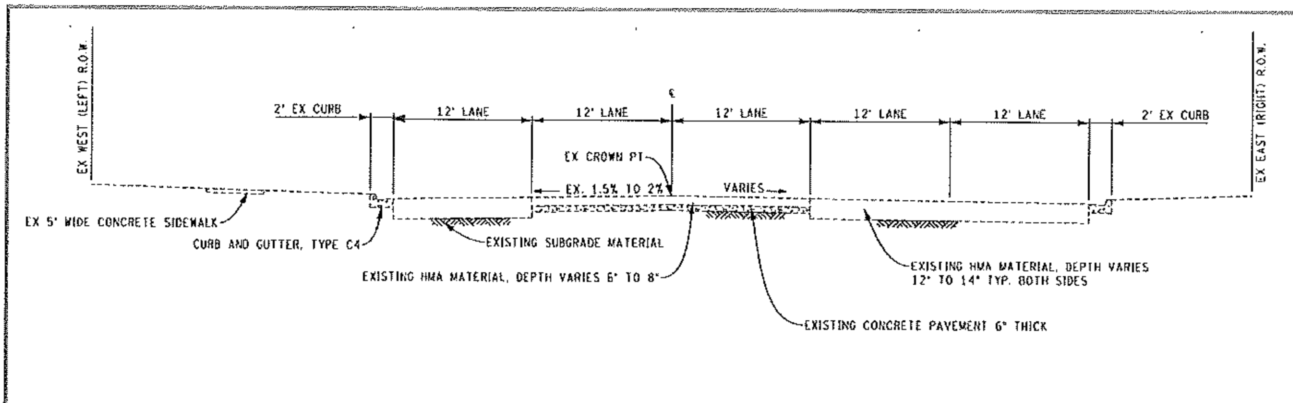
The City of Burton has been awarded $196K in 2019 Surface Transportation Program (STP) – Urban funding to assist with the preliminary engineering (design) of the project and $2.249M in 2020 STP – Urban funding to assist with the project's construction engineering. This funding utilizes a 20% local and 80% federal cost sharing. Due to the deteriorated condition of this section of roadway, the City of Burton will be "Advance Constructing" this project with design and construction occurring a year earlier than previously scheduled.

Existing Conditions

This section of Center Road, from Davison Road to Dolphaine Road, is comprised of two, 12-foot lanes running both northbound (NB) and southbound (SB), plus a 12-foot center left-turn lane, for a total width of 60 feet plus 2 feet of curb and gutter on each side. The proposed project is approximately one mile long and runs through sections 3 (City of Burton) and 4 (City of Flint). Center Road is the city limit between the City of Burton (east side) and the City of Flint (west side) in this area. Center Road is a major north-south collector road within the City of Burton. South of Davison Road, Center Road is a MAP-21 NHS route and is primarily a commercial and light industrial corridor. North of Davison Road, Center Road changes to more of a residential setting, moving traffic north to Richfield Road and south to Davison Road.

Based on the most recent traffic data from the Genesee County Metropolitan Planning Commission, the average daily traffic (ADT) for the roadway was 14,775 vehicles per day (2000), 15,799 vehicles per day (2001) and 12,483 vehicles per day (2006) for an average of 14,353 vehicles per day. *MDOT will require that updated traffic counts be taken as part of this project.* This section of Center Road is federally classified as a Minor Arterial Non-NHS route. The roadway is currently posted for 45 mph.

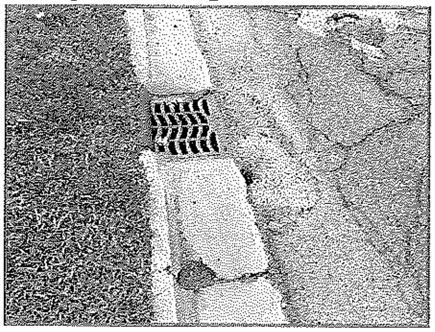
Center Road was originally constructed with two, 6-inch thick 12-foot-wide lanes of concrete (one lane in each direction). The concrete was resurfaced with HMA pavement in 1972. The roadway was widened to five lanes with concrete curb and gutter in 1977, with HMA pavement being utilized to widen the roadway outside of the concrete lanes to its current width. An ultra-thin asphalt overlay was placed in 1997 (see existing roadway typical detail below).



EXISTING CROSS-SECTION

Existing HMA pavement has open longitudinal block cracking, delaminations, and pot holing along the original concrete lane lines, transverse open cracks at the joint lines and alligator cracking throughout. The pavement has been heavily repaired with HMA cold-patch, but still has many areas where the ultra-thin asphalt layer is peeling up.

Drainage within the corridor is conveyed by concrete curb and gutter through an existing concrete storm sewer system which was constructed in 1977 when the roadway was widened. The south storm sewer ranges in size from 18-inch to 24-inch concrete, and runs under the outside NB lane, from Davison Road to Risedorph Avenue. The north storm sewer ranges in size from 12-inch to 30-inch concrete and runs under the east curb and gutter, from Beechwood Avenue to Leith Street, and then under the outside NB lane, from Leith Street to Dolphaine Lane. The existing concrete curb and gutter is in good condition, however, several broke, settled, and deteriorated sections on each side of the road should be replaced as part of this project. The soil overburden at the top of the curb is +4 inches thick. Provisions to strip the existing overburden and restore the area along the back of curb (this work will provide for better drainage) should be completed with this project. In addition, several catch basins will need to be adjusted or reconstructed due to settlement or failures. Temporary adjustments of all the basins within the pavement will occur prior to final paving course operations.

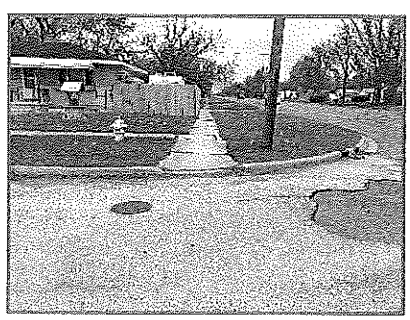


If the City of Burton has not previously had the storm sewer along this section of Center Road videotaped, we would suggest this be completed prior to the project to determine the condition of the existing storm sewer and drainage structures.

Since basin adjustments will likely be completed with this project, it would be a good time to take care of any other issues discovered at the same time.

Traffic signals are in place at the Davison Road intersection and the Leith Street intersection. Signals at Davison Road and Center Road have recently been updated to a box-span layout. The signalization plans originally called for "pucks" to be placed as presence detection at the north leg of the Center Road intersection, however, it appears that the in-pavement "loop" detection system was reconnected as part of that project. As part of this project, the presence detection system will need to be replaced due to the HMA milling operations. ROWE originally developed the plans for this work which can quickly be re-used for this project to save time and design costs.

The signals at Leith Street are currently a diagonal-span configuration. While the upgrading of this span was not originally included with this project, ROWE could work with the Genesee County Metropolitan Planning Commission to determine if any Congestion Mitigation "CMAQ" funding is available which could be utilized to upgrade the signal at this intersection with this project. Once awarded, ROWE will discuss this upgrade further with the city.



Existing 5-foot-wide concrete sidewalks are present on the westerly side of Center Road, from Davison Road to 110 feet north of Delaware Avenue, on the westerly side of Leith Street intersection, and on the east side of Center Road, from the Rite Aid parking lot to the MTA bus shelter. None of the sidewalk ramps within the project limits are ADA compliant.

With the project being categorized by MDOT as a 3R project (resurfacing, restoration, or rehabilitation), all pedestrian sidewalk ramps within the project limits will be upgraded as part of this project. In addition, this section of Center Road is part of the Genesee County Mass Transit Authority's (MTA's) "Richfield Road" primary bus route. There are bus stops at most blocks and a bus stop shelter located just north of the Rite Aid building. Pedestrian traffic and bus stops will need to be accommodated with pedestrian traffic control plans during the construction of this project.

Existing municipal utilities (water main and sanitary sewer) are primarily located outside the curb and gutter in the green belt, except for the sanitary sewer from Holly Avenue to Woodrow Avenue (just inside the east curb line). We understand the City of Burton has had the sanitary sewer in this area televised and it is in good condition. Should additional repairs beyond the adjustment/ reconstruction of basins be discovered, these repairs could be completed with this project. Any potential upgrades would be non-participating. Any potential upgrades of the water main and sanitary sewer will be reviewed with city staff.

Work Plan

The ROWE Team will kick off the project with a start-up meeting with the city staff to:

- Introduce key staff
- Identify project needs
- Define the project scope
- Gather available existing plans and information
- Collect contact information
- Discuss any unique features that will need special attention

Once the kick-off meeting has taken place and the MDOT third-party contract is authorized, ROWE will immediately start the project. The following preliminary work plan highlights the steps we will take to complete the project.

Fieldwork

Horizontal control will be relative to the Michigan State Plane Coordinate System NAD83 (CORS); vertical datum will be relative to NAVD88. All horizontal and vertical control points established in the project area will conform to city standards. Witness lists will be developed for the horizontal/ vertical control points.

Public land survey system (PLSS) corners within the proximity of the project limits will be recovered and used to control project alignment. ROWE will also research, recover, and verify all PLSS corners that affect alignment of the project area. The ROWE survey team will recover existing monumentation and section corners, along with any available existing information when determining the legal alignment. As part of alignment determination, all PLSS corners will be related to the alignment with a bearing and distance along the section line.

Prior to performing any field work, ROWE survey crews will check their total stations against an established base line. A peg test will be run on all leveling equipment as well. All survey work will comply with Michigan survey law and will be performed under the direct supervision of a professional surveyor licensed in the state of Michigan.

ROWE will review the project scope (kick-off meeting) with the city prior to the start of the topographic survey. The survey will include the following.

- Cross sections along the existing roadway from the right-of-way line on both sides of the roadway
- Pick-up of utilities, storm features, and other mapping requirements, as necessary to develop construction plans in accordance with MDOT and city standards
- Control for future use in the field to re-establish proposed alignment and benchmarking during construction
- Right-of-way width, verified with the city and shown on the plans

The topographic survey will be completed in an electronic format, showing all above-ground physical features, including, but not limited to, edge of pavement, curb and gutter, drive openings, utilities, tree lines, and poles. Survey points will include a northing-easting elevation, description of point, and point number. A manhole inventory will be performed on all existing structures; data collected will be used to map all underground utilities.

Engineers will complete a joint/pavement deterioration survey on the existing roadway. Joints will be categorized by the severity of deterioration which will allow the team to determine the extent of the repairs based on funding available. Concrete curb and gutter and sidewalks will be field reviewed to determine where repairs are necessary. In addition, ROWE will put together access-management options through the closure of unused driveway openings, for the City of Burton to consider.

During the preliminary design phase, we will prepare preliminary layout drawings, including typical cross sections, a proposed utility layout, identification of locations (if any) where easements may be required, and identification of any possible conflicts with public or private utilities.

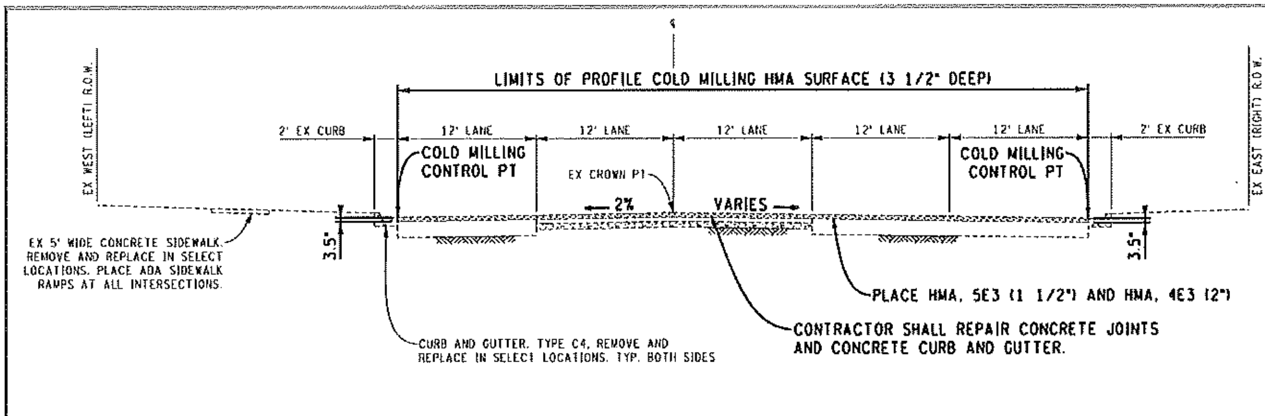
ROWE will obtain the services of Construction Testing Services (CTS) for the pavement cores needed for this project. We anticipate a minimum of one pavement core in each lane will be taken every 1,000 feet. We suggest additional borings be performed and evaluated at locations where the roadway exhibits significant physical distresses to determine if unsuitable subgrade soil conditions exist.

Preliminary Design Phase

ROWE will use the City of Burton, MDOT, FHWA, and AASHTO standards when developing construction documents. During this phase, we will prepare conceptual plans showing the project limits inclusive of pavement cross sections, utility replacement, and paving limits.

Utilizing the information obtained from the pavement cores / soil borings, future ADT, and commercial traffic, a pavement design will be considered in accordance with AASHTO pavement design guidelines. ROWE will review the HMA pavement depths to determine if it is feasible to cold-mill 3.5 inches into the existing HMA. Based on existing plans for this corridor, we don't believe this will be an issue, but need to verify the depth of HMA over the existing concrete pavement.

Alternate designs and preliminary cost estimates (see list below) will be reviewed with the City of Burton for your consideration.



PROPOSED CROSS-SECTION

Proposed Repair Concepts

Many of the proposed quantities of work will remain consistent regardless of the repair option chosen for this project. These would include mobilization, traffic control, ADA sidewalk ramps, curb and gutter replacements, basin adjustments/repairs, pavement markings, signing and cleanup items. The largest fluctuations in quantities/cost will be dependent on the pavement removal/milling, joint repair, hand patching and HMA replacement items. Understanding that hand patching and joint repair items can be expensive, the following concepts consider alternate repair options, that may be in the best interest of the City of Burton, that could possibly be completed for the same or a slight increase in costs.

***Repair Option No. 1* (current proposed fix):**

Cold mill 3.5 inches of pavement, complete pavement, joint and crack repairs, place HMA hand patching at repair areas and resurface with 3.5 inches of HMA pavement. Approximate cost of these items **- $1.01M**.

Repair Option No. 2:

Remove all existing HMA pavement (existing two lanes of concrete pavement to remain). Replace all HMA pavement full depth (estimated at 14 inches thick) outside of concrete pavement and 7 inches thick over two lanes of concrete pavement. Approximate cost of these items - **$1.3M**.

Repair Option No. 3:

Remove all existing HMA pavement (existing two lanes of concrete pavement to remain). Place and compact 5 inches of aggregate base in the three lanes where full-depth asphalt was, then place 9 inches of HMA. Place 7 inches of HMA over existing concrete pavement. Approximate cost of these items - **$1.1M**.

With a total estimated cost difference between the three options of only $300K, the cold-milling, joint and pavement repair, and resurfacing option may not be in the best interest of the City of Burton based on the funding available. ROWE will thoroughly review and develop revised estimates for the city's consideration once the project is awarded to us and the contract is authorized.

ROWE will send written requests to utility companies, to determine the location of their utilities. Provided information will be incorporated into the construction plans. At the preliminary grade inspection (GI) plan phase, a copy of the plan set will be sent to the utility companies to verify the location of the utility shown on the plan set is accurate. Coordination will also be made with each utility company to determine any desired upgrades to their facilities. At a minimum, the following utilities will be contacted.

Gas **Consumers Energy** Aaron Parker 3201 E. Court Street Flint, MI 48506 (810) 760-3465	*Electric* **Consumers Energy** Marcey Conn 3201 E. Court Street Flint, MI 48506 (810) 760-3506
Telephone **AT&T** Jeff Heath 54 N. Mill Street Box 35 Pontiac, MI 48342 (313) 263-9939	*Cable* **Comcast Cablevision** Wanda Weiss 6095 Wall Street Sterling Heights, MI 48312 (586) 883-7254
County Drains **Genesee County Drain Commissioner** Enayet Ulllah, PE G-4608 Beecher Road Flint, MI 48532 (810) 732-1590	*County Utilities* **Genesee County Drain Commissioner WWS** Matt Raysin, PE G-4610 Beecher Road Flint, MI 48532 (810) 732-7870
Traffic Signals **Genesee County Road Commission** Bonnie Wood, PE 211 West Oakley Street Flint, MI 48503 (810) 767-4920	*Right-of-Way Permitting & City of Flint Coordination* **City of Flint - Transportation** Betty Wideman 9495 E. Potter Road Flint, MI 48501 (810) 766-7343

It may be necessary to adjust utilities in some areas to accommodate any impacts from the project.

During the roadway design, we will identify any conflicts with the existing utilities.

ROWE will review existing utility needs, such as water main, storm sewer, and sanitary sewer (previously televised and in good condition), with city staff for potential inclusion in the project.

A crash analysis will be completed to identify any correctable crash patterns in accordance with MDOT LAP guidelines. An overall safety review will be conducted to identify any high-crash concentrations within the project limits. We will analyze three years of crash data information from within the corridor. If a fatality exists within those three years, we will request an additional two years of information to review. Any identified design exceptions will have a supporting crash analysis performed to accompany each specific request. Design exceptions or variances will be drafted and submitted to MDOT for all non-conforming elements.

We will determine quantities throughout the design process and create the cost estimate with MERL, as MDOT requires. All project costs will be tracked as participating or non-participating. Quantities will be determined per sheet and incorporated into the plans.

Based on approval of the conceptual plans, ROWE will develop a preliminary design package that will culminate with the submittal of the GI plans to MDOT.

ROWE will create special provisions for all non-standard pay items and for the progress schedule, utility coordination, hot-mix asphalt application, maintaining traffic, and slope restoration.

We will provide a notice to bidders with information about any permit fees and permit bond requirements. We will review all sidewalk ramps for compliance with ADA requirements. The plans will identify any additional sidewalk removal or adjacent regrading needed to achieve acceptable slopes. Areas where the sidewalk is vaulted, panels are cracked or gaps in sidewalk exist will be brought to the city's attention for possible inclusion into the project.

Traffic maintenance will be critical. Most of this corridor is comprised of residential property and side streets that generate high-peak traffic. Plans will include the necessary details for construction staging, part-width construction, and potential short-term pedestrian detour routes. Special attention will be considered to maintain adequate access to all residential and commercial properties located along the project route. Coordination with the City of Flint will be necessary for maintaining traffic from side streets under their jurisdiction.

We do not anticipate additional right-of-way will be required. However, if needed, we will prepare the documents and assist the city with obtaining grading permits and easements. ROWE will prepare the MDOT Programming Application Attachments A and B, obtain city signatures, and submit to MDOT.

ROWE will schedule and attend the GI meeting with stakeholders.

Preliminary/GI plans will include the following items.

- A set of reproducible, scalable plans showing existing and proposed roadway features, such as utilities, drainage, and all other unique features within the project limits
- Existing and proposed typical cross-sections
- Removal plan sheets
- Proposed plan and profile construction sheets
- Driveway evaluation, including existing and proposed driveway grades
- Maintenance of traffic (MOT) plans and special provisions to facilitate construction

ROWE will prepare project programming, crash analysis, and engineer's opinion of probable cost estimates in MERL format for the estimated construction cost. Unique special provisions and supplemental specifications for all necessary items of work will be created.

Final Design Phase

ROWE will address all comments from the MDOT GI meeting. Plans, special provisions, and cost estimates will be submitted to the city in paper and electronic formats for final review. ROWE will meet with the city to discuss any comments and will make changes prior to submitting final plans to MDOT.

Based on the approved MOT plans, we will prepare the work zone mobility plan and submit it to the city for your project file. There is no need to submit this document to MDOT, but it must be kept on file by the local agency and a copy must be maintained with the field inspection staff during construction.

ROWE will prepare and submit any necessary permit applications (State Historic Preservation Office [SHPO], Michigan Department of Environmental Quality [MDEQ], Genesee County Drain Commissioner Water and Waste Services [WWS]) construction permits early in the final design phase (if necessary due to proposed upgrades), which will minimize the risk for a delay of the final plan submittal to MDOT. In addition, a request to the City of Flint for placement of temporary signing in their right-of-way, due to MOT efforts, will also be submitted early.

All bidding documents will be reviewed internally through ROWE's formal quality control (QC) process prior to all submittals to the city and MDOT. We will provide the final bid documents to MDOT in electronic format (through ProjectWise), provide the city with two complete final bid package sets in paper format, and forward all electronic files.

ROWE will also submit to MDOT all other required documentation, such as copies of permits, as they are received and will address any changes requested by MDOT during its final approval process.

ROWE will assist MDOT and the city with any questions that arise during the project advertisement, including attendance at a pre-construction meeting.

ROWE

Project Work Plan

Progress Schedule

According to the MDOT project planning guide, the following draft project timeline has been developed for the Center Road resurfacing project, assuming an authorization date of August 2018 as noted by the city. This schedule will be adjusted and finalized once the key submittal dates are established during the project kick-off meeting. The ROWE team can apply sufficient personnel with the appropriate expertise to meet the schedule and complete the project within the proposed letting date and within the project budget.

Authorization to Proceed (ATP) .... September 2018

Design survey and pavement joint deterioration survey (three to four weeks after ATP)

Pre-Preliminary Design........ October 2018

Geometric layout, base map, pavement condition survey, pavement design, initial MOT concepts, draft copies of permits, work zone mobility analysis, crash analysis, etc. will be submitted to City of Burton for review.

Submit Project Programming .... End of October 2018

Grade Inspection (GI) Package Submitted to City for Review .... End of October 2018

Submit GI Package to MDOT........ Early November 2018

GI Plan Review Meeting .... November 2018

Prepare Final Plans (four weeks after GI meeting)

Final Plan Package Submitted to City for Review .... Early January 2019

Submit Final Plan Package to MDOT........ January 2019

Proposed MDOT Advertising Date .... Mid-February 2019

Proposed Bid Letting........ April 2019

Anticipated Construction Start Date........ Mid-May 2019

EXHIBIT B

PROFESSIONAL LIABILITY INSURANCE
June 27, 1996

The CONSULTANT specifically agrees to maintain professional liability insurance for protection from claims arising out of the performance of SERVICES under THIS CONTRACT.

This insurance will be maintained in an amount not less than One Million Dollars ($1,000,000.00) per claim and annual aggregate. Such insurance will be in effect for the life of THIS CONTRACT and for the period through the construction and DEPARTMENT acceptance of such construction, resulting from the SERVICES provided by THIS CONTRACT, whichever is later.

As evidence of said coverage, the CONSULTANT will submit to the DEPARTMENT certificates of insurance. All required insurance will be in effect and all documents required by this section will be submitted to the DEPARTMENT prior to the commencement of the SERVICES. All such approvals will include a provision for a cancellation notice of not less than thirty (30) days, directed to the DEPARTMENT. The CONSULTANT specifically agrees to immediately provide written notification of any change to its professional liability insurance coverage.

THE DISPUTE RESOLUTION PROCESS
November, 2015

BACKGROUND

During the design and construction phases of projects, there are quality assurance and quality assessment procedures required of CONSULTANTS and the LOCAL AGENCY that are intended to minimize the occurrence of errors and/or omissions. Even so, there are often valid changes required during construction in order to complete the project. These changes may or may not be the result of the Design or Construction Engineering Consultant's errors or omissions.

Some of the changes may be due to errors and/or omissions in the Design Plans or Construction Engineering Services resulting in cost increases to the project or degradation of quality of the road project. When changes to a project result in errors or omissions and cause additional costs or reduction in quality, an assessment must be made to determine the extent of the Design and/or Construction Engineering consultant's responsibility for the errors and/or omissions, including the CONSULTANT'S share of the additional costs.

LOCAL AGENCY personnel must keep in mind that Design Plans and Construction Engineering Services will normally contain minor deficiencies that do not materially (*an issue is considered material when the perceived cost of the error and/or omission is greater than the administrative cost of the dispute resolution process)* affect the cost or quality of the project. The steps to assign responsibility are intended to be used in those cases where LOCAL AGENCY personnel have reason to believe that, in their professional judgment, a Design and/or Construction Engineering CONSULTANT did not adhere to recognized professional standards of care in the performance of its duties, resulting in substantial additional costs to the LOCAL AGENCY.

It is also important to understand that the cost of correcting an error and/or omission should be compared to the estimated first-time cost that would have been incurred had the services or contract documents been correct to begin with. For example, the omission of a pay item that has to be added during construction will cause an increase in the construction cost, but the cost would have been higher had the pay item been included from the beginning. In this case, the cost of the omission depends on how much more it costs to include the item during construction than it would have cost had the item been included when the project was bid. This is known as premium cost. Premium costs are the additional cost of a contract that would not have been incurred if the work had been included in the original contract. More specifically, premium costs are dollar amounts paid for non value added work. Delays, inefficiencies, rework, or extra work as shown below, other than those caused by the CONTRACTOR or his or her SUBCONTRACTORs or suppliers, will be considered as non-value added work. Non-value added work can occur in three distinct situations.

- Work delays or inefficiencies. The premium costs are the total delay/ inefficiencies damages paid to the CONTRACTOR.
- Rework. The premium costs are the dollar amounts paid for the original items of work that have to be removed plus the costs to remove these items.
- Extra work. The premium costs are the net difference between the final, agreed-upon price paid to the CONTRACTOR and the Engineer's Estimate i.e., what the cost would have been had the extra work been included in the original bid at letting.

Premium costs associated with Errors and Omissions shall be Federal-aid Non-Participating.

Another example is improper or missing testing documentation. In this case, the cost of the omission depends on whether or not the Federal Aid or State participation will remain as the quality of the construction may not be able to be determined and was affected by the missing or improper acceptance documentation to support payment.

THE PROCESS – OVERVIEW

PROJECTS will be built as designed and let. Furthermore, field staff will not revise the design for purposes of enhancement or personal choice. In the event the PROJECT cannot be practically built or let as designed, due to omissions or errors, then the steps of this procedure will govern.

There are three (3) possible categories of potential errors, omissions, or questions of a material nature.

Category 1 – Design Issues The first category is when potential errors, omissions, or questions of a material nature are related to the Design Plans only. These events will be referred to as "Design Issues" until such time as the cause, effect, and responsibility have been determined. *[Any issue is material when the cost of the error and/or omission is perceived to be greater than the administrative cost of the dispute resolution process.]*

Category 2 – Design/Construction Engineering Issues The second category is when it cannot be determined whether the potential errors, omissions, or questions of a material nature are encountered in the Construction Engineering Services or in the Design Plans.. These events will be referred to as "Construction Engineering/Design Issues" until such time as the cause, effect, and responsibility have been determined.

Category 3 – Construction Engineering Issues The third category is when the potential errors, omissions, or questions of a material nature are encountered in Construction Engineering Services and not related to the Design Plans. These events will be referred to as "Construction Engineering Issues" until such time as the cause, effect, and responsibility have been determined.

In the event that **the MDOT TSC Construction Engineer** decides that the Design and/or Construction Engineering Issue is not material, the Local Agency Project Supervisor will proceed unilaterally. A copy of the Design Issue decision, changes, and/or other relevant documents must be sent immediately to the **LOCAL AGENCY**, and the Construction Engineering CONSULTANT, if applicable. Typically, this will be a e-mail of the work order. The LOCAL AGENCY will forward these decisions, changes, and/or other documents to the Design Consultant. This step is important for two reasons. First, the Design CONSULTANT, and/or the **LOCAL AGENCY** will have an opportunity to review the change and take action if they disagree. Second, this will give an opportunity for everyone to learn of the deficiencies in order to improve the product in the future.

In the event that the MDOT **TSC Construction Engineer** is uncertain regarding the designer's intent, he/she must contact the **LOCAL AGENCY** to determine the intent. The **LOCAL AGENCY** will contact the CONSULTANT staff when appropriate.

The process will initially focus on solving the problem with the objective of minimizing the impact on construction. After that, the process will focus on responsibility according to the multi-step procedure that follows. The step of determining responsibility must be taken any time the Design and/or Construction Engineering CONSULTANT is brought into the process and incurs costs. These steps must also be taken any time errors and/or omissions in consultant prepared Design Plans or Construction Engineering Services result in increased cost during construction or decrease in the quality of the project.

The determination of the degree of responsibility for substandard work must include a review of the CONSULTANT'S scope of work, the standards in effect when the work was done, design information provided to the CONSULTANT, and directions provided by the LOCAL AGENCY. In making this determination, the LOCAL AGENCY must discuss the error and/or omission with the CONSULTANT and any involved LOCAL AGENCY personnel to obtain all information and points of view. The LOCAL AGENCY is to make a record of conversations and other documentation that support whatever determination is made and then place copies of those records in the project files. Separate budgets will be created for payment to Design and Construction Engineering CONSULTANTS for their correction of Design or Construction Engineering Issues that are judged not to be their responsibility and for changes by the LOCAL AGENCY for their activities during this process.

PROCESS – DISPUTE RESOLUTION

For levels one and two of these proceedings, the first focus should be on resolving the Design or Construction Engineering Issue in order to minimize the impact on construction. The LOCAL AGENCY and the consultant will attempt to jointly determine the solution. In the event that such agreement cannot be reached, the LOCAL AGENCY alone will decide on the appropriate solution. In the event that the Design and/or Construction Engineering CONSULTANT does not agree with any of these decisions, it may appeal its financial responsibility to the next level. After the Design or Construction Engineering Issue is resolved, the focus shifts to responsibility and financial implications. All decisions must be completely agreed upon by the representatives of the LOCAL AGENCY.

Level 1 – Omissions and Errors Identification and Correction

Step A – Notify the Design or Construction Engineering CONSULTANT of the first notice of the issue in either design or construction.

Step B – The LOCAL AGENCY and CONSULTANT personnel will collaborate on the safest, cost efficient solution to construct the project within the character of the scope of work. If consensus cannot be reached the LOCAL AGENCY is then charged with determining the appropriate resolution to the issue to get the project back under design or construction. This issue resolution should be discussed with the MDOT TSC Construction Engineer with regards to appropriateness and potential project financial participation implications prior to any final decisions being made.

Step C – Issue Work Order/Contract Modification that resolves issue so that design or construction work may continue. Processes for contract modifications will follow those set forth in the MDOT Construction Manual or other guidance documents pertaining to revisions to the contract.

Level 2 – Cost Responsibility Determination

Step A – Mutually determine, between the LOCAL AGENCY and the CONSULTANT, if the issue was caused by a plan error or omission.
If it is determined that a plan error created the issue, the financial responsibility for the correction and associated design and construction costs will be borne 100% by the CONSULTANT.

If it is determined that an omission created the issue, only the premium cost above what the LOCAL AGENCY would have expected to pay, if the work was included in the original bid construction documents, will be borne by the CONSULTANT.

Step B – If the CONSULTANT disagrees with the determination in Step 2 A, then the disputed items are sent to the mutually agreed upon review PANEL for a recommendation of cost responsibility. The LOCAL AGENCY will facilitate the development of the members of the review PANEL.

The LOCAL AGENCY and the CONSULTANT will each select a member of their choosing, the two selected members will then mutually agree to select one more member. The review PANEL will be made up of three members. The LOCAL AGENCY will then notify, a PANEL of impartial and non-interested individuals to mediate a resolution to the issue. The cost for the PANEL members should be shared between the LOCAL AGENCY and the CONSULTANT. Example participants could be members ACEC, CRA, MML, etc. The PANEL will guide the LOCAL AGENCY and the CONSULTANT toward an agreement. The staff from MDOT may also be present as observers. At such time as the PANEL determines that the LOCAL AGENCY and the CONSULTANT are not making reasonable progress toward resolving one or more issues, the PANEL will render a non-binding written decision of those issues. In the event the non-binding written decision is not acceptable to either party, then other legal remedies may be sought.

Level 3 – Cost Recovery or Payment

Upon the conclusion of the level 2 process, the LOCAL AGENCY will do one of the following in accordance with the results of this process:

Cost Recovery The LOCAL AGENCY will prepare a billing to the Design or Construction Engineering Consultant for its share of the costs incurred for work performed during this process plus its share of any increased costs of construction, in accordance with the Design Consultant's determined share of responsibility; or

Payment The LOCAL AGENCY will prepare a payment to the Design or Construction Engineering Consultant for a share of its costs incurred for work performed during this process in accordance with its determined share of responsibility.

Upon the conclusion of this process, the LOCAL AGENCY will do one of the following in accordance with the results of this process:

a. The LOCAL AGENCY will prepare a billing to the Design or Construction Engineering Consultant for its share of the costs incurred for work performed during this process plus its share of any increased costs of construction, in accordance with the Design Consultant's determined share of responsibility; or

b. The LOCAL AGENCY will prepare a payment to the Design or Construction Engineering Consultant for a share of its costs incurred for work performed during this process in accordance with its determined share of responsibility.

EXHIBIT D

CONSULTANT PERFORMANCE EVALUATIONS

May 20, 2015

The purpose of the Consultant Performance Evaluation process is to: provide CONSULTANTS documented feedback of their performance on local federal-aid projects; promote project management/consultant communication; identify and document areas of potential improvements of CONSULTANT performance, improve the overall quality of local projects, and to obtain ratings for use in future project selections.

The performance evaluation process is required for all types of CONSULTANT services utilizing federal-aid. An evaluation must be prepared for the prime vendor, as well as separate evaluations for each sub-vendor. Evaluations of both prime and SUB-CONSULTANTS are critical because their evaluation scores affect future selection scoring and ranking. The performance evaluation should include, but not be limited to, an assessment of timely completion of work, adherence to contract scope and budget, and the quality of the work conducted. .

The LOCAL AGENCY specifically agrees to complete and maintain CONSULTANT performance evaluations at the end of THIS CONTRACT and submit them to MDOT before the final reimbursement will be processed in LARS.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under THIS CONTRACT; the CONTRACTOR agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the CONTRACTOR shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of THIS CONTRACT. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the CONTRACTOR shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of THIS CONTRACT.

2. The CONTRACTOR hereby agrees that any and all subcontracts to THIS CONTRACT, whereby a portion of the work set forth in THIS CONTRACT is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The CONTRACTOR will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The CONTRACTOR or its collective bargaining representative shall send to each labor union or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the CONTRACTOR'S commitments under this Appendix.

6. The CONTRACTOR shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The CONTRACTOR shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each SUBCONTRACTOR, as well as the CONTRACTOR itself, and said CONTRACTOR shall permit access to the CONTRACTOR'S books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under THIS CONTRACT and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a CONTRACTOR has not complied with the contractual obligations under THIS CONTRACT, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the Contract found to have been violated and/or declare the CONTRACTOR ineligible for future contracts with the state and its political and civil subdivisions, DEPARTMENTs, and officers, including the governing boards of institutions of higher education, until the CONTRACTOR complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the CONTRACTOR is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The CONTRACTOR shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each SUBCONTRACTOR or supplier.

Revised June 2011

APPENDIX B TITLE VI

ASSURANCE

During the performance of THIS CONTRACT, the CONTRACTOR, for itself, its assignees, and its successors in interest (hereinafter referred to as the "CONTRACTOR"), agrees as follows:

1. **Compliance with Regulations**: For all federally assisted programs, the CONTRACTOR shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of THIS CONTRACT.

2. **Nondiscrimination**: The CONTRACTOR, with regard to the work performed under THE CONTRACT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of SUBCONTRACTORs, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the CONTRACTOR covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the CONTRACTOR, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential SUBCONTRACTOR or supplier of the CONTRACTOR'S obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the DEPARTMENT or the United States DEPARTMENT of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the required information, the CONTRACTOR shall certify to the DEPARTMENT or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of THIS CONTRACT, the DEPARTMENT shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

    a. Withholding payments to the CONTRACTOR until the CONTRACTOR complies; and/or b.

    b. Canceling, terminating, or suspending THE CONTRACT, in whole or in part.

6. **Incorporation of Provisions**: The CONTRACTOR shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a CONTRACTOR becomes involved in or is threatened with litigation from a SUBCONTRACTOR or supplier as a result of such direction, the CONTRACTOR may request the DEPARTMENT to enter into such litigation to protect the interests of the state. In addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

Assurances that Recipients and CONTRACTORs Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

1. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

   The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

2. Each contract MDOT signs with a CONTRACTOR (and each subcontract the prime CONTRACTOR signs with a SUBCONTRACTOR) must include the following assurance:

   The CONTRACTOR, subrecipient or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of THIS CONTRACT. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of THIS CONTRACT, which may result in the termination of THIS CONTRACT or such other remedy as the recipient deems appropriate.

(Revised October 1, 2005)

APPENDIX D

LOCAL CONSULTANT CONFLICT OF INTEREST

The CONSULTANT and its Affiliates agree not to have any public or private interest, and shall not acquire directly or indirectly any such interest in connection with the project, that would conflict or appear to conflict in any manner with the performance of SERVICES under THIS CONTRACT. "Affiliate" means a corporate entity linked to the CONSULTANT through common ownership. The CONSULTANT and its Affiliates agree not to provide any services to a construction CONTRACTOR or any entity that may have an adversarial interest in a project for which it has provided services to the MDOT OR LOCAL AGENCY. The CONSULTANT and its Affiliates agree to disclose to the LOCAL AGENCY and the MDOT all other interests that the prime or SUBCONSULTANT have or contemplate having during each phase of the project. The phases of the PROJECT include, but are not limited to, planning, scoping, early preliminary engineering, design engineering, real estate acquisition, and construction engineering. In all situations, the MDOT will decide if a conflict of interest exists. If the MDOT concludes that a conflict of interest exists, it will inform the LOCAL AGENCY and CONSULTANT and its Affiliates. If the CONSULTANT and its Affiliates choose to retain the interest constituting the conflict, the MDOT may require the LOCAL AGENCY to terminate the Contract for cause if a conflict of interest finding is upheld.

Appendix E

Public Relations Communications, and Use of Project Information for External Audiences

Any public relations communications and/or products pertaining to this CONTRACT or the SERVICES hereunder that are intended for an external audience will not be made without prior written approval from LOCAL AGENCY, and then only in accordance with explicit instructions from LOCAL AGENCY. Examples of public relations communications and/or products may include the following:

Use of the LOCAL AGENCY logo;

Brochures, flyers, invitations, programs, or any other printed materials intended for external audiences;

Posting on social media sites or web sites;

New or updated video, digital versatile disk (DVD), or video sharing productions;

Exhibits or presentations.

A violation of this provision will be considered a breach of this CONTRACT, and LOCAL AGENCY may terminate this CONTRACT under provisions of Section 30(b).

Appendix G

Prime Consultant State of DBE Sub-Consultant Payments

ATTACHEMENT A

(This is a reproduction of Appendix A of 49 CFR Part 29)
Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the DEPARTMENT or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the DEPARTMENT or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DEPARTMENT or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DEPARTMENT or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the DEPARTMENT or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal DEPARTMENT or agency;

   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[60 FR 33042, 33064, June 26, 1995]

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification

is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--- Lower
Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal DEPARTMENT or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.] March 9, 1989

Michigan Department
of Transportation
5108 (4.15.16)

ATTACHMENT C
CERTIFICATION OF OVERHEAD COST RATE

This Certification is required per U.S. Department of Transportation, Federal Highway Administration (FHWA) Order 4470.1A, and dated October 27, 2010. FHWA has issued this new policy to be **effective January 1, 2011**, requiring consultants provide certification that costs used to establish overhead cost rates for Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable; and that the overhead cost rate was established only with allowable costs.

This certification is to provide assurance that the overhead costs rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.

This form shall be completed and submitted by the prime consultant and each subconsultant (first and second tier subconsultant(s)) that have a derivation of cost sheet as part of this priced proposal where an overhead rate was proposed. Please note that the Certifying Official is defined as the firm's Executive (President, Vice President or equivalent) of Chief Financial Officer.

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBER(S):	CONTRACT / AUTHORIZATION NUMBER:
CS - JN	

PROJECT DESCRIPTION:

City of Burton - Center Road Rehabilitation Project

DECLARATION OF CERTIFICATION

OVERHEAD COST RATE: *192.62%*

DATE OF OVERHEAD COST RATE DETERMINATION (mm/dd/yyyy): 7/10/2018

FISCAL PERIOD COVERED: (mm/dd/yyyy to mm/dd/yyyy) 1/1/2017 to 12/31/2017

I, the undersigned, certify that I have reviewed the overhead rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included to establish the above overhead cost rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This overhead cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

Has the firm been approved to use the SAFE HARBOR INDIRECT COST RATE of 110% with the understanding that the Safe Harbor Rate will be used for the life of the agreement? N

All known material transactions or events that have occurred affecting the firm's ownership, organization and overhead cost rates have been disclosed.

CONSULTANT INFORMATION

LEGAL BUSINESS NAME:	FEDERAL ID NUMBER: *(Must match prequalification file)*	ROLE: (Prime/Tier 1/Tier 2)
ROWE Professional Services Company	38-1867099	Prime Firm

COMPANY ADDRESS:	CITY:	STATE:	ZIP CODE:
540 S. Saginaw Street, Suite 200	Flint	MI	48502

EMAIL (AUTHORIZED CONTRACT SIGNER):	PHONE NO.:	EMAIL (FOR SIGNED CONTRACT DISTRIBUTION):
lpanduren@rowepsc.com	810-341-7500	ejohnston@rowepsc.com

By signature on this form, the consultant agrees that information provided in the consultant priced proposal does not contradict the scope of services or violate the contract terms and conditions.

CERTIFYING OFFICIAL: (Printed Name - Title)	SIGNATURE OF CERTIFYING OFFICIAL:	DATE:
Leanne Panduren, PE President / CEO		8/13/2018

INTEROFFICE MEMORANDUM

To: Paula Zelenko, Mayor
From: Robert Slattery – DPW Director
Date: August 15, 2018

Re: Preliminary Engineering (PE) Contract – ROWE PSC
DPW Project No. 18-002-P, Saginaw Street, Bristol to Hemphill
Agenda Item: 4015

Madam Mayor:

AGENDA LANGUAGE:
Approve and Authorize the Mayor and City Clerk to execute a contract with ROWE Professional Services Company, 540 S. Saginaw Street, Flint, MI 48502, for Preliminary Engineering of Center Road from Davison Road to the north City limit (DPW Project No. 18-006-P), at an estimated cost of $129,687.23, contingent upon approval of the City Attorney.

We have received approval to use federal aid monies to fund a portion of the Center Road PE ($156,000) and Construction ($1,799,000). Prior to being eligible to receive these funds for PE, MDOT's financial operations require that we approve and execute this 3rd Party Agreement with our selected design engineering firm, in this case ROWE Professional Services Company, 540 S. Saginaw Street, Flint, MI 48502, and reserve the estimated local share of the proposed engineering cost.

The proposed fee for this work is $129,687.23. I have reviewed the proposal and feel it is fair and reasonable, and within MDOT guidelines. Of this amount, 80% ($103,749.78) will be covered by federal funds, leaving a local share of $25,937.45.

City Council has previously committed to providing Local Match of $39,000 for the Preliminary Engineering phase of this project.

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

SCHEDULED

Meeting: 08/20/18 07:00 PM
Department: Mayor's Office
Category: Resolution
Prepared By: Rik Hayman
Department Head: Rik Hayman

AGENDA ITEM (ID # 4017)

DOC ID: 4017

Approve and authorize the sale of Lot 25 in the Burton Estates Subdivision number 1 - commonly known as 6084 Burton Estates Drive, Parcel No. 59-24-502-025, to give first and final approval for the sale of this parcel to VIP Land Holdings, LLC, 52188 Van Dyke Ave., Suite 105, Shelby Township, MI 48316, for the sum of $7,142.80 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Burton Estates Lot 25 (PDF)

PURCHASE AGREEMENT
Conditioned upon ONE City Council Approval &
Pursuant to a Right of First Refusal

For valuable consideration **THE CITY OF BURTON,** a municipal corporation, of 4303 S. Center Road, Burton, Michigan 48519, as Seller and VIP LAND HOLDINGS, LLC , a Michigan Limited Liability Company, of 52188 Van Dyke Ave., Ste. 105, Shelby Twp., Michigan 48316, as Purchaser(s), agree to purchase, the following described vacant land, located in the City of Burton, Genesee County, Michigan being legally described as:

Lot(s) 25 BURTON ESTATES NO 1 (05) SPLIT ON 01/05/2005
FROM 59-24-100-003
Commonly known as: 6084 Burton Estates Drive
Permanent Parcel #: 59-24-502-025

together with all improvements, appurtenances, heridetenements now on the premises.

1. **PURCHASE PRICE.**

The Purchase Price for the above described property shall be **$ 7142.80 (seven thousand one hundred forty-two and 80/100 dollars)** payable in cash or certified funds at closing.

2. **DEPOSIT:**

In the event that the Purchaser is submitting this Purchase Agreement for City Council consideration, an earnest money deposit in the amount of Ten (10%) percent of the price being offered is hereby submitted with this Purchase Agreement.

3. **CLOSING:**

(a) Purchaser acknowledges and understands that all sales of City owned property must be approved by the Burton City Council and that the sale of this particular parcel of property is conditioned upon one such council approval. If the Council fails to approve this sale, then and in that event this Agreement will be deemed null and void and Seller shall forthwith return Purchaser's earnest money deposit.

(b) Closing shall take place within fifteen (15) business days of City Council approval of this sale. At which time Purchaser will pay to Seller the balance of the purchase price in cash or certified funds and Seller shall convey a Warranty Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Warranty Deed.**

4. **CONDITION OF PREMISES:**

Purchaser acknowledges that the premises is being sold "AS IS" and that Seller has made absolutely no representations to Purchaser regarding the condition of the premises or any personal property which may be located within or upon the premises. There are no warranties of any type, expressed or implied being given by Seller to Purchaser.

5. **TAXES**:

Seller makes no representations regarding the status of either real or personal property taxes pertaining to the property above described.

6. **ENTIRE CONTRACT**:

Seller and Purchaser agree that they have read this document, that they understand its terms and agree to be bound thereby, and that there are no other agreements in writing or otherwise between them concerning the subject of this contract, and that this contract embodies the complete and entire agreement between them concerning the subject of this contract.

7. **BINDING EFFECT**:

Seller and Purchaser agree that the covenants and undertakings of this contract shall also bind their heirs, personal representatives, administrators, executors, assigns and successors; and that said covenants and undertakings as expressed herein shall continue to bind the parties subsequent to the final closing.

8. **MISCELLANEOUS PROVISIONS**:

1) Each party shall be responsible to pay their respective attorney fees.
2) All parties acknowledge receipt of a signed copy of this Purchase Agreement.

SIGNED IN THE PRESENCE OF:

Brenda S. Moulton

BRENDA S. MOULTON
PURCHASING AGENT

SELLER:
THE CITY OF BURTON

____
BY: PAULA ZELENKO
ITS MAYOR

Dated:__________________

____
BY: BETTE BIGSBY
ITS ACTING CLERK

Dated: __________________

PURCHASER: VIP LAND HOLDINGS, LLC

____
*BY: Vito Castellana
Dated: 8/17/18

AGENDA ITEM (ID # 4019)

DOC ID: 4019

Consumers Energy Company Gas and/or Electric Franchise Ordinance Approve and Authorize, AN ORDINANCE, granting to CONSUMERS ENERGY COMPANY, its successors and assigns, the right, power and authority to lay, maintain and operate gas mains, pipes and services, and to construct, maintain and commercially use electric lines consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers and other electrical appliances on, under, along and across the highways, streets, alleys, bridges, waterways, and other public places, and to do a local gas and/or electric business in the CITY OF BURTON, GENESEE COUNTY, MICHIGAN, for a period of thirty years.

ATTACHMENTS:

- Burton City-Genesee Co-Comb Gas and Elec (002) (DOCX)

Possible Franchise Enactment Schedule
REVOCABLE GAS AND/OR ELECTRIC FRANCHISE
CITY OF BURTON, GENESEE COUNTY, MICHIGAN

Must enact Franchise pursuant to rules within your Charter

ORDINANCE NO. __________

CONSUMERS ENERGY COMPANY GAS AND/OR ELECTRIC FRANCHISE ORDINANCE

AN ORDINANCE, granting to CONSUMERS ENERGY COMPANY, its successors and assigns, the right and authority to lay, maintain and commercially operate gas lines and facilities including but not limited to mains, pipes, services and valves and to construct, maintain and commercially use electric lines and related facilities including but not limited to towers, masts, poles, crossarms, guys, wires and transformers on, under, along, and across public places including but not limited to highways, streets, alleys, bridges, and waterways, and to conduct a local gas and/or electric business in the CITY OF BURTON, GENESEE COUNTY, MICHIGAN, for a period of thirty years.

THE CITY OF BURTON ORDAINS:

SECTION 1. GRANT and TERM. The CITY OF BURTON, GENESEE COUNTY, MICHIGAN, hereby grants to Consumers Energy Company, its successors and assigns, hereinafter called "Consumers" the right and authority to lay, maintain and commercially operate gas lines and facilities including but not limited to mains, pipes, services and valves and to construct, maintain and commercially use electric lines and related facilities including but not limited to towers, masts, poles, crossarms, guys, wires and transformers on, under, along, and across public places including but not limited to highways, streets, alleys, bridges, and waterways, and to conduct a local gas and/or electric business in the CITY OF BURTON, GENESEE COUNTY, MICHIGAN, for a period of thirty years.

SECTION 2. CONDITIONS. No public place used by Consumers shall be obstructed longer than necessary during construction or repair, and shall be restored to the same order and condition as when work was commenced. All of Consumers' gas lines, electric lines and related facilities shall be placed as not to unnecessarily interfere with the public's use of public places. Consumers shall have the right to trim or remove trees if necessary in the conducting of such business.

SECTION 3. HOLD HARMLESS. Consumers shall save the City free and harmless from all loss, costs and expense to which it may be subject by reason of the negligent construction and maintenance of the lines and related facilities hereby authorized. In case any action is commenced against the City on account of the permission herein given, Consumers shall, upon notice, defend the City and its representatives and hold them harmless from all loss, costs and damage arising out of such negligent construction and maintenance.

SECTION 4. EXTENSIONS. Consumers shall construct and extend its gas and/or electric distribution system within said City, and shall furnish gas and electric service to applicants residing therein in accordance with applicable laws, rules and regulations.

SECTION 5. FRANCHISE NOT EXCLUSIVE. The rights, power and authority herein granted, are not exclusive.

SECTION 6. RATES and CONDITIONS. Consumers shall be entitled to provide gas and electric service to the inhabitants of the City at the rates and pursuant to the conditions as approved by the Michigan Public Service Commission. Such rates and conditions shall be subject to review and change upon petition to the Michigan Public Service Commission.

SECTION 7. REVOCATION. The franchise granted by this ordinance is subject to revocation upon sixty (60) days written notice by either party. Upon revocation this ordinance shall be considered repealed and of no effect past, present or future.

SECTION 8. MICHIGAN PUBLIC SERVICE COMMISSION JURISDICTION. Consumers remains subject to the reasonable rules and regulations of the Michigan Public Service Commission applicable to gas and electric service in the City and those rules and regulations preempt any term of any ordinance of the City to the contrary.

SECTION 9. REPEALER. This ordinance, when enacted, shall repeal and supersede the provisions of any previous gas and/or electric franchise ordinance adopted by the City including any amendments.

SECTION 10. EFFECTIVE DATE. This ordinance shall take effect on ______________________.

We certify that the foregoing Franchise Ordinance was duly enacted by the City Council of the CITY OF BURTON, GENESEE COUNTY, MICHIGAN, on the _____ day of _______________, 20__.

____
Paula Zelenko, City Mayor

Attest:

I, _________________________, Clerk of the CITY OF BURTON, GENESEE COUNTY, MICHIGAN, DO HEREBY CERTIFY that the ordinance granting Consumers Energy Company, a gas and/or electric franchise, was properly adopted by the City Council of the CITY OF BURTON, GENESEE COUNTY, MICHIGAN, and that all proceedings were regular and in accordance with all legal requirements.

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Bette Bigsby, Acting City Clerk

Dated: ____________________, 20__