



CITY OF BURTON
BURTON CITY COUNCIL MEETING
AUGUST 7, 2017
AGENDA

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

A. INVOCATION LED BY: MR. HASKINS

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

C. ROLL CALL

D. STAFF PRESENT

E. APPROVAL OF MINUTES

1. City Council - Public Hearing - Jul 17, 2017 6:30 PM
2. City Council - Regular Meeting - Jul 17, 2017 7:00 PM

F. ADMINISTRATIVE REPORTS

1. Pooled Cash Investment Report for 08/03/17.

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 (Amanda Doyle) 07/12/17 to 08/01/17 in the amount \$6,357.50.
2. Approve and authorize the Attorney Billing (Masud) 06/01/17 to 06/28/17 in the amount \$4,403.42

3. Approve and authorize the Mayor's re-appointment of Thomas Gorang, 6231 Willowdale Court Burton, MI 48509 to the City of Burton Planning Commission; term expiring August 2020.
4. Approve and authorize the Mayor's re-appointment of Deb Walton, PO Box 190273, Burton, MI 48529 to the City of Burton Planning Commission; term expiring August 2020.
5. Approve and authorize the waiver and release of special assessments and related fees owed to the City of Burton for parcel no. 59-31-529-015 in the amount of \$23,644.25 once sold, on the condition that Oxford Bank shall pay the remaining assessment amount of \$2,500.00 upon closing.
6. Approve and authorize the ratification of the SEIU collective bargaining agreement for 2016-2020.
7. Approve and authorize the Mayor and Clerk to enter into a Professional Service Agreement with Plante & Moran, PLLC, 4444 W. Bristol Road, Suite 360, Flint, MI 48507.
8. Approve and authorize the issuance of a Covenant Deed with no amount of consideration to Edith Grimes, of 2295 E. Bristol Rd., Burton, MI 48529, of Vacant Lot - E. Bristol Rd., Parcel No. 59-29-576-021 and authorizing the Mayor and City Attorney to execute any and all documents required to effectuate this transfer of property.
9. Approve and authorize the sale of vacant lot - James St., Parcel No. 59-30-578-151, to give first and final approval for the sale of this improved parcel to Danny J. Lawrence, 4061 Pringle Ave., Burton, MI 48529, for the sum of \$750 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.
10. Approve and authorize the Treasurer to adjust water rates in accordance with the recommended rates in the rate study review performed by Public Financial Management Inc.. as follows: Ready to Serve Charge - \$ per month 5/8" - 3/4" meter - \$30.65, 1" - \$52.11, 1.5" - \$107.28, 2" - \$205.36, 3" - \$459.75, 4" - \$827.55, 6" - \$1,839.00, 8" - \$3,065.00, 10" - \$6,589.75. Commodity Rate \$6.67/ccf.

11. Budget Amendment (Budget #1801-1804) Approve and authorize the following 2017-2018 budget amendment: Increase (2069-0000-691.0651 Community Development Block Grant Revenue) by \$34,700; Increase (2069-2069-977.7087 Community Development Block Grant Expenditures) by \$34,700; Increase (5091-0000-691.0651 Community Development Block Grant Revenue) by \$183,400; Increase (5091-5091-977.7087 Community Development Block Grant Expenditures) by \$183,400.
12. Budget Amendment (Budget #1805-1806) Approve and authorize the following 2017-2018 budget amendment: Increase (1001-0000-539.0002 Grant Revenue (State) - DNR Grant) by \$7,000; Increase (1001-6090-956.6090 DNR Expenditures) by \$10,000.
13. Budget Amendment (Budget 1807-1808) Approve and authorize the following 2017-2018 budget amendment: Increase (4001-0000-691.5013 Transfer from DDA) by \$3,000; Increase (4001-0000-908.0000) by \$3,000.
14. Budget Amendment (Budget 1809-1810) Approve and authorize the following 2017-2018 budget amendment: Increase (2006-0000-501.0010 Federal AFG Grant Revenue) by \$121,700; Increase (2006-2006-977.8010 Federal AFG FEMA Grant Expenditures) by \$121,700.
15. Budget Amendment (Budget #1811-1812) Approve and authorize the following 2017-2018 budget amendment: Decrease (5090-0000-390.0000 Unappropriated Surplus) by \$20,000; Increase (5090-5090-818.0000) by \$20,000.
16. Budget Amendment (Budget #1813-1814) Approve and authorize the following 2017-2018 budget amendment: Decrease (5091-0000-390.000 Unappropriated Surplus) by \$100,000; Increase (5091-5091-818.0000 Contractual Services) by \$100,000.
17. Budget Amendment (Budget #1815-1816) Approve and authorize the following 2017-2018 budget amendment: Increase (2006-0000-501.7081 AFG (Federal) Grant Revenue) by \$2,600; Increase (2006-2006-977.7081 AFG (Federal) Grant Expenditure) by \$2,600.

18. Budget Amendment (Budget #1817-1818) Approve and authorize the following 2017-2018 budget amendment: Decrease (4206-0000-390.0000 Unappropriated Surplus) by \$575,000; Increase (4206-0000-970.0000 Capital Outlay) by \$575,000.
19. Budget Amendment (Budget #1819 -1820) Approve and authorize the following 2017-2018 budget amendment: Decrease (2049-0000-390.0000 Unappropriated Surplus) by \$10,000; Increase (2049-2061-818.0000 Contractual Service) by \$10,000.

K. TABLED ITEMS

1. 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 "4 Summer Labor Workers" for the periods of July 1, 2017 through October 31, 2017 and April 1, 2018 through June 30, 2018 for an amount not to exceed \$49,000.00.



CITY OF BURTON
BURTON CITY COUNCIL MEETING
JULY 17, 2017
MINUTES

Council Chambers

Public Hearing

6:30 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 6:41 PM.

A. CALL TO ORDER

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

B. OPEN PUBLIC HEARING 6:41 P.M.

1. THIS IS THE TIME FIXED FOR HEARING AND CONSIDERING ANY OBJECTIONS AND/OR FAVORABLE COMMENTS RELATIVE TO THE ERECTION OF A 150' STEALTH MONOPOLE TOWER FACILITY UPON 2462 S. GENESEE PARCEL ID# 59-22-400-006, WIRELESS COMMUNICATION SITE TO BE LOCATED AT THE NORTHWEST CORNER OF GENESEE RD. AND ATHERTON RD.

Andrew Webber from Telecad spoke for his client, Verizon Wireless. He said the antennas will be covered with panels and around the compound there will a white vinyl fence to block the view of any equipment. It will be a nice landscaped area. We also have panels with a cross on them. This will connect the area where there is no coverage.

Robert Bell, Attorney representing Verizon Wireless spoke regarding the area coverage, signal strengths, customer complaints, dropping signal, capacity issues, residential, non-residential coverage and use, FTC, FCC and Limitations Act. He said each tower is capable of handling a certain number of signals per second. This new tower site would help with these issues and allow the other sites to work more efficiently. We are asking permission to put up a stealth tower with the cross panels that will be consistent and will blend in with the church that is there now.

Mr. Martinbianco stated we have certain institutions in place right now that talk about where you have to be able to co-mingle with our existing towers where they are available and that are on city owned property.

Mr. Bell said we asked the city what properties they would have available within the search range and they said there were none. There is a limited area we can go

Minutes Acceptance: Minutes of Jul 17, 2017 6:30 PM (APPROVAL OF MINUTES)

within the search range and city owned property would not have worked for the coverage we need. Any cell phone service that builds a tower are required by Federal Law to allow any other carrier to go on that tower. Your ordinance says the same thing. It's more important for us to get our coverage gaps taken care of then wait for someone else to do it and then use their tower.

Mr. Haskins asked why this tower couldn't go in an empty field instead of around the houses. All of the other towers are not seen, this one would be right on the corner of Genesee and Atherton Road.

Mr. Bell said the entire search range is zoned residential even if it's an open field. By placing it in an existing already developed area and doing it as a stealth tower that approves the ability of other areas zoned residential to be able to be developed rather than placing a standard tower there. This tower would be concealed as a stealth tower and with privacy fence to conceal the propane tank, generator, etc. This location was the best fit for dealing with capacity and coverage issues. Moving it any distance would affect the efficiency. We have investigated the area for 18 months. You are one of 24 different agencies that have to approve the tower before it goes in, including State and Federal. One of the things we had to consider was trying to avoid placing the tower adjacent to a forested area because of the Endangered Species Act. Almost every forested area in Michigan has the potential to be a habitat for the Indian Bat, which is an endangered species.

Mrs. Abbey stated six foot is the maximum height allowed for privacy fence and it is not allowed in a front yard in a residential area.

Mr. Bell stated if the privacy fence is an issue we could put trees around the tower instead.

Mr. Smith said I would like to see one of our business's get this so they can make some money off the residual and it can help them pay their taxes, Walker Farms for an example.

Mr. Bell said we normally look at church or school property. When we place our towers on real property, such as Walker Farms, we would be subject to substantial personal property taxes that we would pay directly. If we placed the tower on Atherton and Genesee Road we are still subject to personal property tax. The cost of putting up this tower will be around \$200,000.

Mrs. Abbey said she sent an email to the Assessor's Office and asked since this property is considered tax exempt would it affect the real property. They said the compound area that the tower would take up would be charged tax to the tower owner not the property owner.

Mayor Zelenko asked why the county retention area behind Walkers Farm wasn't considered. This was a government property.

Mr. Bell stated we were told that was unavailable outside the search grid.

Mayor Zelenko stated the county retention pond is within the search grid as well as the old school property at the end of Sitka Street. Also in the area would be

Atherton Schools, the old urban railroad bed, property behind Meijer, etc.

Mr. Bell stated they did consider some of this property but decided against it because of setback and wetland issues.

Discussion ensued regarding holding another meeting after researching other areas as a possibility.

Mr. Bell said we could come back and describe why the other sites considered would not work for this tower. There is a Michigan law that provides that action must be taken by the city within 90 days after the end of the comment period that is provided in the Michigan Statute.

Mrs. Abbey stated I want to start by giving you a brief summary of the Wireless Communication Facilities Ordinance Chapter 152. There are some very important sections that I need to summarize for you.

152.01 The purpose and intent of the wireless communication facilities ordinance is to:

- A. Recognizing the number of providers authorized to establish and operate wireless communication services and coverage, it is the further purpose and intent of this city to:
 - 1. Facilitate adequate and efficient provision of sites
 - 2. Identify predetermined area within the city for their location
 - 3. Understand that sometimes these predetermined areas may not work
 - 4. Limit overcrowding or inappropriate placement
 - 5. Promote the public health, safety and welfare
 - 6. Require the removal when obsolete
 - 7. Minimize the negative visual impact
- B. The City hereby determines that the presence of numerous tower structures, particularly if located within residential areas, would decrease the attractiveness and destroy the character and integrity of the community. This, in turn would have an adverse impact upon property values.

With that background I would like to explain the three types of wireless communication facilities that are included in the Ordinance.

First is provided in 152.04 which is a "Permitted Communication Facility Approval (PCFA)". Example of these facilities are colocations on existing towers, attachment to an existing structure such as an existing utility pole, and structures within right of way greater than 204 feet.

152.04 (B) Upon the City Council's determination that the proposed facility or structure warrants PCFA consideration, the application shall be reviewed in accordance with the following standards and conditions:

- 1. Facilities shall not be demonstrably injurious to neighborhoods or otherwise detrimental to the public safety and welfare;
- 2. Facilities shall be located and designed to be harmonious with the surrounding areas;
- 3. Wireless communication facilities shall comply with applicable federal and state standards relative to the environmental effects of radio frequency emissions; and

4. Applicants shall demonstrate a justification for the proposed height of the structures and an evaluation of alternative designs which might result in lower heights.

Second is provided in 152.05 "Special Communication Facility Approval (SCFA) within a Manufacturing district"

152.05(A) just talks about the notification requirements for the hearing.

Although this particular application is not located in a manufacturing district it is important to remember these standards.

152.05 (B) All applications submitted for SCFA consideration shall be reviewed by the City Council in accordance with, and subject to, the following standards and conditions:

1. All standards and conditions of 152.04 (B)
2. Height of tower shall be the max height demonstrated to be necessary
3. The setback of the support structure from residentially zoned area shall be at least the height of the highest point of any structure on the premises.
4. When the proposed structures abuts a parcel of land zoned for a use other than residential, the minimum setback shall be in accordance with the required setback for main principal structures.
5. Access to the structure shall be unobstructed.
6. If located on the roof of a building it shall aesthetically have the appearance of the principal structure.
7. The color of the support structures and all accessory building shall be reviewed to minimize distraction, reduce visibility, maximize aesthetic appearance and ensure compatibility with surrounding.
8. Shall be constructed in accordance with building codes
9. Soils may be considered. May require a soils report.
10. A maintenance plan shall be submitted by the applicant and approved by City Council.
11. The applicant shall also provide a demonstration of the technical, practical, or economic need for the proposed facility.

152.06 Third is a Special Communication Facility Approval outside of the Manufacturing Districts. Then there are two categories here:

1. A municipal owned site, some other government owned site, and public park (it is important to note that I was provided with a search ring in June of 2016 and there were NO CITY OF BURTON owned properties within the ring at the time)
2. All other applications submitted (This is the application that is before you for 2462 S. Genesee)

Ordinance requires that these facilities shall be reviewed by City Council in accordance with, and subject to, the following standards and conditions:

1. ALL of those standards and conditions as set forth in 152.05 (B)
2. The applicant shall demonstrate that a location upon property zoned M-1 or M-2 cannot reasonably meet the coverage or capacity needs of the applicant.
3. Wireless communication facilities shall be of a design such as, without limitation, a steeple, a bell tower, or other form which is compatible with the existing character of the proposed site, neighborhood, and general area, as approved by City Council.

Given all of this information, it is my professional opinion that the intent and purpose of the wireless communication facilities ordinance is not being met because:

1. The presence of the tower within the residentially zoned area would decrease the attractiveness and destroy the character and integrity of the community. This, in turn would have an adverse impact upon property values. 152.01 (B)
2. The application does not meet the standards of 152.05 (B) (3) which states "The setback of the support structure from residentially zoned area shall be at least the height of the highest point of any structure on the premises". The property that is requesting the tower is zoned residential therefore it is not setback from the residentially zoned property.
3. Facilities shall be located and designed to be harmonious with the surrounding areas 152.04 (B)(2)

Therefore we would recommend denial of the wireless communications systems case 17-01.

Mr. Bell replied your ordinance does not state that cell phone towers are not allowed on residential property. Setback requirements are never applied to the property itself, it is applied to the adjacent properties. This 150 foot setback, which is designed for safety, will be met. We are being harmonious with the area by putting up a cross versus trees.

Joseph Richvalsky of Burton stated I think this should be turned down for the following reasons: 1. Standards, specs and ordinance requirements. 2. Taxes on property. 3. Fall risk, there is always a possibility. 4. Aesthetics, it doesn't look good. It would stick out like a sore thumb.

Neil Martz of Burton stated I think there are many locations that would be better for towers than on that corner whether it be residential or nonresidential.

Ryan Laree of Swartz Creek asked the company if they would be employing local business to put this tower up. Would this be a union job? I think it could be hidden behind something else other than three crosses and is it safe to be this close to a road.

Rick Fuhst of Burton asked if the height of the tower would be restricted because of the airport.

Robert Laree of Flushing said I am a Verizon customer and am in this area a lot. I have never lost cell phone service.

Greg Rowen, Pastor of Judson Baptist Church said we do not object to the crosses on the tower. In fact, this is the only way we would have agreed to these towers. We drove to several sites that had the models and the structure is beautiful.

Attorney Doyle stated we cannot use health as a reason to deny.

Mr. Bell stated we do consider the height of the towers around the airport. We already have a preliminary approval from the FAA. In the packet you will see the

engineering data and it would be consistent with the area, specifically crosses near a church.

C. CLOSE PUBLIC HEARING AT 7:45 PM

D. COUNCIL ACTION

1. APPROVE AND AUTHORIZE the Application for Wireless Communication System submitted by Verizon Wireless for the erection of a new 150' stealth monopole tower facility upon 2462 S. Genesee parcel ID# 59-22-400-006, wireless communication site to be located at the Northwest corner of Genesee Rd. and Atherton Rd. provided the applicant furnish a cash bond or performance bond in the amount equal to the cost for the removal of the facility prior to the issuance of a building permit.

RESULT:	TABLED [5 TO 2]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Duane Haskins, Councilman
AYES:	Heffner, Hatfield, Conley, O'Keefe, Smith
NAYS:	Martinbianco, Haskins

Meeting was adjourned at 7:45 PM.



CITY OF BURTON
BURTON CITY COUNCIL MEETING
JULY 17, 2017
MINUTES

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 7:57 PM.

A. INVOCATION LED BY:MR. HATFIELD

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

C. ROLL CALL

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

D. STAFF PRESENT

Paula Zelenko, Mayor
 Rik Hayman, Chief of Staff
 Robert Slattery, DPW Director

Teresa Karsney, Clerk
 Sue Warren, Human Resources

E. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Jul 6, 2017 7:00 PM

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

2. City Council - Special Meeting - Jul 10, 2017 6:30 PM

Minutes Acceptance: Minutes of Jul 17, 2017 7:00 PM (APPROVAL OF MINUTES)

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

F. ADMINISTRATIVE REPORTS

Mayor Zelenko stated she had received a water rate increase from the County and she put a copy at everyone's seat. She will have someone from the Drain Commission office to explain these increases on the August 7, 2017 meeting.

G. COMMITTEE REPORTS

1. Motion to go into executive session for purpose of discussion on pending litigation under the Open Meeting Act Section 8(e).

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

H. AUDIENCE PARTICIPATION

Council received comments from the following people:

Ken Hiller of Burton - regarding guard rails that were removed on Delaney.
Gary Card of Burton - regarding problems with the Assessor and water bills.

Council went into executive session at 8:13 p.m.
Council came out of executive session at 8:27 p.m.

I. COUNCIL DISCUSSION

Mr. O'Keefe asked when the bumps on Belsay Road and Lapeer Road will be ground off.

Mr. Slattery stated we have to schedule that.

There was discussion of the City possibly buying their own grinder instead of renting one.

Mr. Hatfield asked the Mayor if the article on Mlive was true. That the city is currently operating on "an essential, urgent or emergency basis, only until we have a determination from the court."

Mayor Zelenko stated that is correct.

Mr. Smith read the following into the minutes: "Mayor, please provide your final budget note any changes you have made from the April 3rd budget, add a column with the Council proposed adjustments and then a final column with your adjustments. This proposed changes impact the budget in total. Also, for the IT expenses that the General Fund is paying to the IT Internal Service fund, it would be helpful to have the Finance's calculation of the allocation of the expense that are being charged to each fund, an estimate of the total expenses for the IT fund for FY 2018, and a projection of fund balance in the IT fund for 06/30/17." He stated Mayor Zelenko gave him a copy of the budget tonight. He said he has talked with Pam Hill about this and will be sending this to her.

Mr. Haskins stated the guard rails were damaged and removed. They were put up for a reason 38 years ago.

Mr. Slattery stated guard rails are not to be used as a barrier to protect a yard. MDOT suggests just putting in diamond signs.

Mayor Zelenko stated she will check with the property liability insurance and see if we need to replace them.

Mr. Heffner asked if the stop signs were put up on Judd Road yet.

Mr. Slattery stated he is still working on the traffic study.

Mr. Hatfield stated there are no speed limit signs on Fern.

Council and the administration discussed what all goes into a traffic study and that council voted 7-0 to put up the signs and why they are not done yet.

Mr. Hatfield suggested getting a legal opinion from our outside counsel if the City Council has the authorize to order the signs be put in.

Mrs. Conley feels when there are questions asked a council meeting we should be getting the answers at the next council meeting and we don't.

Mr. Heffner asked the Mayor to email Mr. Slattery and tell him to put up the stop signs.

Mayor Zelenko stated she would not do that. Mr. Slattery brought up a valid point and until I see the traffic study I will not order the signs to be put in.

Mr. Heffner stated at some point this council and the administration is going to have to work together.

1. Motion to add as item #3 to seek legal opinion from outside counsel on legality of 7-0 vote to order stop signs installed.

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

J. TABLED ITEMS

1. 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 "4 Summer Labor Workers" for the periods of July 1, 2017 through October 31, 2017 and April 1, 2018 through June 30, 2018 for an amount not to exceed \$49,000.00.

Item was not discussed at the meeting.

K. COUNCIL ACTION

Minutes Acceptance: Minutes of Jul 17, 2017 7:00 PM (APPROVAL OF MINUTES)

1. Approve and authorize the Attorney Billing (Amanda Doyle) 06/28/17 to 07/11/17 in the amount \$4,289.25.

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

2. Approve and authorize the Mayor and Clerk to enter into an agreement with Stantec Consulting Michigan Inc., 3754 Ranchero Drive, Ann Arbor, MI 48108-2771, for professional engineering services, for phases of Segment 5 - DWRP Water Main Replacement project, including Preliminary Engineering, Detailed Design, Plan Preparation and Contract Documents and Bidding Assistance, for a total not-to-exceed fee of \$115,000.

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

3. Motion to seek legal opinion from outside counsel on legality of 7-0 vote to order stop signs installed.

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

Meeting was adjourned at 9:13 PM.



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

Meeting: 08/07/17 07:00 PM

Department: City Council

Category: FYI

Prepared By: Teresa M. Karsney

Department Head: Teresa M. Karsney

F.1

SCHEDULED

AGENDA ITEM (ID # 3172)

DOC ID: 3172

Pooled Cash Investment Report for 08/03/17.

ATTACHMENTS:

- Pooled Cash Report 8-3-17 (PDF)

**CITY OF BURTON
POOLED CASH INVESTMENT REPORT**

REPORT DATE: 08/03/17

AGENT	COMM PAPER 1	COMM PAPER 2	SPLIT RATING	CERT DEPOSIT	MONEY MKT	TREASURY BILLS
CHASE	\$0.00	\$0.00	\$0.00	\$0.00	\$3,956,278.00	\$0.00
COMERICA	\$2,485,000.64	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00
CUTWATER	\$0.00	\$0.00	\$0.00	\$0.00	\$3,727,731.23	\$0.00
ELGA CREDIT UNION	\$0.00	\$0.00	\$0.00	\$0.00	\$3,772,383.06	\$0.00
FIRSTMERIT	\$0.00	\$0.00	\$0.00	\$1,000,000.00	\$0.00	\$0.00
FLAGSTAR	\$0.00	\$0.00	\$0.00	\$259,435.63	\$515,453.05	\$0.00
FRANKENMUTH CREDIT U	\$0.00	\$0.00	\$0.00	\$808,332.64	\$0.00	\$0.00
HUNTINGTON BANK	\$0.00	\$0.00	\$0.00	\$0.00	\$1,095,427.75	\$0.00
MULTI BANK SECURITIES	\$0.00	\$0.00	\$0.00	\$1,430,000.00	\$0.00	\$1,499,500.00
TOTALS:	\$2,485,000.64	\$0.00	\$0.00	\$3,497,768.27	\$13,067,273.09	\$2,499,500.00

GRAND TOTAL: \$21,549,542.00

50% RULE (NON COMM PAPER - COMM PAPER) : \$16,579,540.72

AVERAGE INTEREST : 1.1841

Attachment: Pooled Cash Report 8-3-17 (3172 : Pooled Cash Investment Report)

REPORT DATE: 08/03/17

Purchase Amount		Institution Name	Agent	Rate	Days	Date Pur.	Date Due	Interest Due	Daily Int.	CUSIP
\$250,000.00	M-1	FHLM 3.5yr Call Step SWR	CO - TB	1	363	08/30/16	08/28/17	\$2,520.83	\$6.94	3134G95B9
\$201,308.10	M-3	MI Class - Fire Cap Project	CUT - MM	1.15	92	07/01/17	10/01/17	\$591.62	\$6.43	
\$3,956,278.00	M-3	Chase Earnings Credit	CHS - MM	0.85	92	07/01/17	10/01/17	\$8,593.91	\$93.41	
\$960,708.00	M-3	Huntington Earnings Credit	HUNT - M	0.2	92	07/01/17	10/01/17	\$491.03	\$5.34	
\$1,518,333.48	M-3	MI Class - Pooled	CUT - MM	1.15	92	07/01/17	10/01/17	\$4,462.21	\$48.50	
\$503,252.15	M-3	MI Class - Sewer	CUT - MM	1.15	92	07/01/17	10/01/17	\$1,479.00	\$16.08	
\$515,453.05	M-3	Flagstar - Pooled	FLAG - M	0.65	92	07/01/17	10/01/17	\$856.22	\$9.31	
\$2,284,841.97	M-3	ELGA - Sewer	ELGA - M	0.7	92	07/01/17	10/01/17	\$4,087.33	\$44.43	
\$1,487,541.09	M-3	ELGA - Water	ELGA - M	0.7	92	07/01/17	10/01/17	\$2,661.05	\$28.92	
\$134,719.75	M-3	Huntington Spec Assessment	HUNT - M	0.2	92	07/01/17	10/01/17	\$68.86	\$0.75	
\$504,837.50	M-3	Michigan Class - Swr	CUT - MM	1.15	74	07/19/17	10/01/17	\$1,193.38	\$16.13	
\$1,000,000.00	M-3	MI CLASS - POOLED	CUT - MM	1.15	69	07/24/17	10/01/17	\$2,204.17	\$31.94	
\$259,435.63	M-1	Local Street CD	FLAG - C	0.95	367	12/09/16	12/11/17	\$2,512.56	\$6.85	
\$502,938.43	O-3	Credit Agricole - Pooled	CO - 1	1.17713	245	04/10/17	12/11/17	\$4,061.57	\$16.58	22533TZB5
\$496,100.00	O-3	Credit Agricole - Pooled	CO - 1	1.17	240	04/17/17	12/13/17	\$3,900.00	\$16.25	22533TZD1
\$495,595.27	O-1	Credit Agricole - Pool	CO - 1	1.17896	269	03/28/17	12/22/17	\$4,404.73	\$16.37	22533TZN9
\$500,000.00	M-1	FHLN 3yr Step - Pooled	CO - TB	1.25	365	12/30/16	12/30/17	\$6,336.81	\$17.36	3134GAA95
\$500,000.00	M-1	FirstMerit SWR CD 8497	FIRST - C	1.25	1825	02/11/13	02/10/18	\$31,684.03	\$17.36	
\$500,000.00	M-1	FirstMerit CD Sewer 8497	FIRST - C	1.25	1825	02/14/13	02/13/18	\$31,684.03	\$17.36	
\$400,000.00	M-1	FRANKENMUTH C/U SWR	FCU - CD	1.65	1124	02/12/15	03/12/18	\$20,606.67	\$18.33	
\$495,204.44	O-3	JP MORGAN SECURITIES -	CO - 1	1.29805	266	07/05/17	03/28/18	\$4,795.56	\$18.03	46640QCU3
\$495,162.50	O-3	JP Morgan Sec - SWR	CO - 1	1.33448	261	07/11/17	03/29/18	\$4,837.50	\$18.53	46640QCV1
\$250,000.00	M-1	FHLB 5Yr Step Call - Pooled	MBS - TB	1.5	365	05/10/17	05/10/18	\$3,802.08	\$10.42	3130A7VA0
\$408,332.64	M-1	Frankenmuth C/U SWR	FCU - CD	1.25	638	11/12/16	08/12/18	\$9,045.70	\$14.18	
\$250,000.00	M-1	WELLS FARGO - SWR	MBS - CD	1.5	1096	12/17/15	12/17/18	\$11,416.67	\$10.42	9497482Z9
\$500,000.00	M-1	FNMA 6yr Call 8497	MBS - TB	1.3	2191	05/20/13	05/20/19	\$39,559.72	\$18.06	3136G1LC1
\$250,000.00	M-1	Wells Fargo 3yr Pool	MBS - CD	1.35	1095	06/17/16	06/17/19	\$10,265.63	\$9.38	9497485T0

Attachment: Pooled Cash Report 8-3-17 (3172 : Pooled Cash Investment Report)

REPORT DATE: 08/03/17

Purchase Amount		Institution Name	Agent	Rate	Days	Date Pur.	Date Due	Interest Due	Daily Int.	CUSIP
\$249,500.00	M-1	Freddie Mac 3yr - Pooled	MBS - TB	1.068	1095	06/28/16	06/28/19	\$8,105.01	\$7.40	3134G9US4
\$340,000.00	M-1	Chase SWR - Call	MBS - CD	1.1	1095	07/15/16	07/15/19	\$11,375.83	\$10.39	48125Y5L4
\$250,000.00	M-1	FHL 15yr Call Step SWR	CO - TB	1.75	1459	08/30/16	08/28/20	\$17,730.90	\$12.15	3130A8Z22
\$250,000.00	M-1	Wells Fargo 5yr Pool	MBS - CD	1.75	1826	06/17/16	06/17/21	\$22,190.97	\$12.15	9497485W3
\$340,000.00	M-1	Chase SWR - Call	MBS - CD	1.45	1826	07/15/16	07/15/21	\$25,006.06	\$13.69	48125Y5N0
\$500,000.00	M-1	FNMA 15Yr Step Pool	MBS - TB	2.5	2189	03/30/16	03/28/22	\$76,006.94	\$34.72	3136G3FG5
\$21,549,542.00								\$378,538.58	\$624.16	

Attachment: Pooled Cash Report 8-3-17 (3172 : Pooled Cash Investment Report)



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

Meeting: 08/07/17 07:00 PM
Department: City Council
Category: Attorney Billing
Prepared By: Teresa M. Karsney
Department Head: Teresa M. Karsney

J.1

SCHEDULED

AGENDA ITEM (ID # 3161)

DOC ID: 3161

**Approve and authorize the Attorney Billing (Amanda Doyle)
07/12/17 to 08/01/17 in the amount \$6,357.50.**



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

Meeting: 08/07/17 07:00 PM
Department: Mayor's Office
Category: Attorney Billing
Prepared By: Sue Warren
Department Head: Paula Zelenko

J.2

SCHEDULED

AGENDA ITEM (ID # 3167)

DOC ID: 3167

**Approve and authorize the Attorney Billing (Masud) 06/01/17
to 06/28/17 in the amount \$4,403.42**



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

Meeting: 08/07/17 07:00 PM
Department: City Council
Category: Appointment
Prepared By: Teresa M. Karsney
Department Head: Teresa M. Karsney

J.3

SCHEDULED

AGENDA ITEM (ID # 3124)

DOC ID: 3124

**Approve and authorize the Mayor's re-appointment of
Thomas Gorang, 6231 Willowdale Court Burton, MI 48509 to
the City of Burton Planning Commission; term expiring
August 2020.**

ATTACHMENTS:

- Thomas Gorang (PDF)
- Tom Gorang (PDF)

April 18, 2017

RECEIVED
CITY OF BURTON
2017 APR 18 AM 9:34
CLERK'S OFFICE

Paula Zelenko , Mayor
City of Burton, Michigan
4303 South Center Road
Burton, Michigan 48519

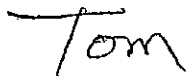
Dear Paula:

As a current member of the City of Burton Planning Commission, I would like to be considered for renewal of my membership on the Planning Commission. My current term expires in August of 2017, so I am informing you of my interest to continue my involvement in this important Planning Commission.

I continue to enjoy being involved with our City of Burton, Michigan and especially assisting in the current important planning and working on our Master Plan for the City of Burton.

Please contact me at your convenience to inform me of your decision as you plan for the future of our city's citizen involvement.

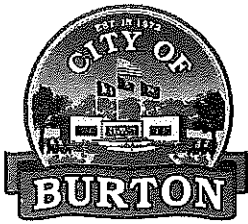
Sincerely,



Thomas D. Gorang
6231 Willowdale Court
Burton, Michigan 48509

Home Phone: 810-743-2284
Cell Phone: 810-845-8331
e-mail: tomgorang@aol.com

Attachment: Thomas Gorang (3124 : Mayor's re-appointment to Planning Commission)



PAULA K. ZELENKO
Mayor

City of Burton

4303 SOUTH CENTER ROAD • BURTON, MI 48519

PHONE (810) 743-1500 • FAX (810) 743-5060 • www.burtonmi.gov

J.3.b

July 27, 2017

Mr. Tom Gorang
6231 Willowdale
Burton MI 48509

Dear Mr. Gorang:

Thank you for your service to the City of Burton Planning Commission. Your dedication and commitment to the Planning Commission and the City of Burton is appreciated and commendable.

As you are aware, your term on the Planning Commission expires at the end of August 2017.

Your letter indicating your interest in continuing your service on the Planning Commission has been received and accepted. Your re-appointment will be placed on the City Council's August 7, 2017 agenda for their confirmation. While your attendance is not required, you may choose to reinforce your service to the city council during the audience participation portion of this meeting.

I look forward to your continued service and hearing your ideas on how we can move Burton forward; especially with the city's new Master Plan development.

As always, please feel free to contact me with any concerns.

Sincerely,

Paula Zelenko
Mayor

Attachment: Tom Gorang (3124 : Mayor's re-appointment to Planning Commission)



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

Meeting: 08/07/17 07:00 PM
Department: City Council
Category: Appointment
Prepared By: Teresa M. Karsney
Department Head: Teresa M. Karsney

J.4

SCHEDULED

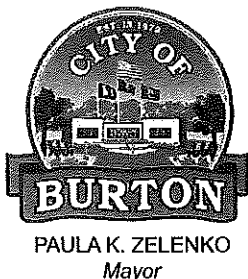
AGENDA ITEM (ID # 3125)

DOC ID: 3125

Approve and authorize the Mayor's re-appointment of Deb Walton, PO Box 190273, Burton, MI 48529 to the City of Burton Planning Commission; term expiring August 2020.

ATTACHMENTS:

- Deb Walton (PDF)



City of Burton

4303 SOUTH CENTER ROAD • BURTON, MI 48519

PHONE (810) 743-1500 • FAX (810) 743-5060 • www.burtonmi.gov

J.4.a

July 27, 2017

Mrs. Deb Walton
PO Box 190273
Burton MI 48529

Dear Mrs. Walton:

Thank you for your service to the City of Burton Planning Commission. Your dedication and commitment to the Planning Commission and the City of Burton is appreciated and commendable.

As you are aware, your term on the Planning Commission expires at the end of August 2017.

Your letter indicating your interest in continuing your service on the Planning Commission has been received and accepted. Your re-appointment will be placed on the City Council's August 7, 2017 agenda for their confirmation. While your attendance is not required, you may choose to reinforce your service to the city council during the audience participation portion of this meeting.

I look forward to your continued service and hearing your ideas on how we can move Burton forward; especially with the city's new Master Plan development.

As always, please feel free to contact me with any concerns.

Sincerely,

Paula Zelenko
Mayor

Attachment: Deb Walton (3125 : Mayor's re-appointment to Planning Commission)



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

Meeting: 08/07/17 07:00 PM

Department: City Council

Category: Discussion

Prepared By: Teresa M. Karsney

Department Head: Teresa M. Karsney

J.5

SCHEDULED

AGENDA ITEM (ID # 3144)

DOC ID: 3144

Approve and authorize the waiver and release of special assessments and related fees owed to the City of Burton for parcel no. 59-31-529-015 in the amount of \$23,644.25 once sold, on the condition that Oxford Bank shall pay the remaining assessment amount of \$2,500.00 upon closing.

ATTACHMENTS:

- Oxford Bank 59-31-529-015 (PDF)

AMANDA N. DOYLE, Attorney at Law

702 CHURCH STREET, FLINT, MI 48502

(810) 767-6860 FAX (810) 767-2817

amandadoylelaw@gmail.com

MEMO

TO: Burton City Council
Mayor Paula Zelenko
Clerk Teresa Karsney
FROM: Office of the City Attorney
RE: Agenda Item: Oxford Bank
DATE: July 25, 2017

Dear Council:

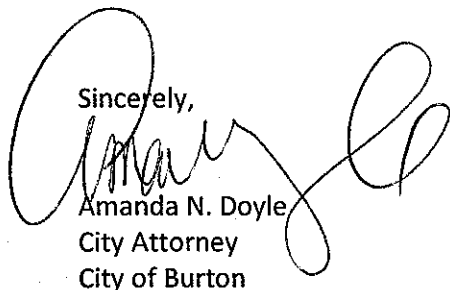
As you are aware, in September of last year you approved the waiver of special assessments and related fees owed to the City of Burton for 6 parcels in the total amount of \$121,727.41. Ultimately, parcel 59-31-529-015, which was originally one of the 6 parcels on the list, was removed and replaced with parcel -016 at the request of Oxford Bank and due to some confusion or misunderstanding.

Last week I was contacted by Oxford Bank regarding parcel no. 59-31-529-015 (see attached email). As you can see, they are now requesting a release of the special assessment and related fees on that parcel.

I have attached a resolution for your consideration.

As always, should you have any questions or concerns, please feel free to contact me.

Sincerely,



Amanda N. Doyle
City Attorney
City of Burton

Attachment: Oxford Bank 59-31-529-015 (3144 : Special Assessment Waiver)



Amanda Doyle <amandadoylelaw@gmail.com>

Oxford Bank/City of Burton

Jonathan Walton <jwalton@fraserlawfirm.com>

Tue, Jul 18, 2017 at 5:10 PM

To: "amandadoylelaw@gmail.com" <amandadoylelaw@gmail.com>

Good afternoon, Attorney Doyle,

You and I worked together in December of last year to settle a City of Burton special assessment with respect to a lot (Lot 16) in the Rizzo Industrial subdivision that Oxford Bank sold to a local company in the City. Oxford Bank is now attempting to sell Lot 15 to that same company. The proposed sale price is \$10,000 and the special assessment is currently approximately \$23,000. The bank would like to request release of the lot from the special assessment in exchange for \$2500 to be paid to the City when the property is sold. Please let me know your thoughts and thank you for your attention to this matter.

Jonathan T. Walton, Jr. | Shareholder | Fraser Trebilcock

p: 313.965.9038 f: 313.961.1651

a: One Woodward Avenue, Suite 1550 Detroit, MI 48226

w: fraserlawfirm.com



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Attachment: Oxford Bank 59-31-529-015 (3144 : Special Assessment Waiver)

CITY OF BURTON
COUNTY OF GENESEE, MICHIGAN

**RESOLUTION RELEASING THE SPECIAL ASSESSMENT AND RELATED FEES
ON PARCEL NO. 59-31-529-015**

WHEREAS, in 2016 the City of Burton waived the special assessments and related fees on certain parcels within the Rizzo Industrial Complex at the request of Oxford Bank and in the interest of encouraging local business and City growth;

WHEREAS, Oxford Bank is attempting to sell a lot not included in the original waiver, Lot 15, to the same buyer and in the same manner with a proposed sale price of \$10,000;

WHEREAS, the special assessment on that parcel is approximately \$23,600.00; and

WHEREAS, Oxford Bank has requested a release of the lot from the special assessment in exchange for \$2,500.00 to be paid to the City upon the sale of the property.

NOW THEREFORE BE IT RESOLVED on motion made by _____ and seconded by _____ that:

The City Council hereby approves and authorizes the waiver and release of the special assessment and related fees owed to the City of Burton for parcel no. 59-31-529-015 in the amount of \$23,644.25 once sold, on the condition that Oxford Bank shall pay the remaining assessment amount of \$2,500.00 upon closing.

Be it further resolved that the Burton City Mayor, Clerk, and Treasurer shall take the steps necessary to effectuate this release.

RESOLUTION DECLARED ADOPTED:

AYES:

NAYS:

ABSENT:

CERTIFICATION

The above Resolution was duly adopted by the City Council of the City of Burton at a regular meeting of the Council held on the _____ day of _____, 2017, at the Burton City Hall, 4303 S. Center Road, Burton, Michigan 48519.

Dated: _____

Teresa Karsney, Clerk

Attachment: Oxford Bank 59-31-529-015 (3144 : Special Assessment Waiver)



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

Meeting: 08/07/17 07:00 PM
Department: Mayor's Office
Category: Contract
Prepared By: Sue Warren
Department Head: Paula Zelenko

J.6

SCHEDULED

AGENDA ITEM (ID # 3165)

DOC ID: 3165

Approve and authorize the ratification of the SEIU collective bargaining agreement for 2016-2020.



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

Meeting: 08/07/17 07:00 PM

Department: City Council

Category: Audit

Prepared By: Teresa M. Karsney

Department Head: Teresa M. Karsney

J.7

SCHEDULED

AGENDA ITEM (ID # 3152)

DOC ID: 3152

Approve and authorize the Mayor and Clerk to enter into a Professional Service Agreement with Plante & Moran, PLLC, 4444 W. Bristol Road, Suite 360, Flint, MI 48507.

ATTACHMENTS:

- Plante Moran 1 (PDF)

July 25, 2017

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

Dear Members of City Council:

Thank you for your selection of Plante & Moran, PLLC to assist you. This letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, confirms our understanding of the nature, limitations, and terms of the services Plante & Moran, PLLC (PM) will provide to City of Burton.

Scope of Services

Our consulting services will consist of the following:

GAAP and compliance consulting related to the adopted budget for the 2017-2018 fiscal year as follows:

- Review of the budget, as adopted and as amended, to advise the City as to whether the various versions of the budget were balanced, as defined under Public Act 2 of 1968
- Advise the City's on its compliance with the City's adopted minimum fund balance policy
- Review of the internal service fund allocation for the Technology Internal Service Fund and advise the City of appropriate treatment under GAAP
- Provide other feedback and assistance to the City on its budget, as requested by Council directly to Plante Moran

Plante Moran's work under this engagement letter will be limited to providing general feedback on GAAP and certain compliance matters. Plante Moran will not be making any management decisions nor will Plante be attesting the appropriateness of budgeted expenditures or the allowability of them.

Fees and Payment Terms

Our fee for this engagement, subject to the terms and conditions of the accompanying Professional Services Agreement, will be based on the value of the services we provide. We estimate that our fee for this engagement will be based on the time spent by Plante Moran staff at a 20% discounted hourly billing rate, plus related costs we incur.

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices, which will be rendered as services are provided are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

Attachment: Plante Moran 1 (3152 : Professional Service Agreement)

Members of City Council
City of Burton

2

July 25, 2017

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Pamela L. Hill, CPA
Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between City of Burton and Plante & Moran, PLLC with respect to the services specified in the "Scope of Services" section of this engagement letter. This agreement may be amended by written agreement between Plante & Moran, PLLC and City of Burton.

City of Burton

Steven Heffner
Council President

Date

plante
m
moran

Professional Services Agreement – Consulting Services Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for our consulting services dated July 25, 2017 between Plante & Moran, PLLC (referred to herein as "PM") and City of Burton.

1. **Management Responsibilities** – The consulting services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, City of Burton acknowledges that City of Burton is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM's engagement. City of Burton has designated Vaughn Smith, Councilman, to oversee the services PM will provide.
2. **Nature of Services** – PM's procedures will be based on information and records provided to PM by City of Burton. PM will rely on such underlying information and records and the procedures will not include audit or verification of the information and records provided to PM in connection with the procedures.

The procedures PM will perform will not constitute an examination or audit under AICPA or other professional standards of any City of Burton financial statements or any other items, including City of Burton's internal controls. This engagement also will not include preparation or review of any tax returns or consulting regarding tax matters. If City of Burton requires financial statements or other financial information for third-party use, or if City of Burton requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, City of Burton agrees not to associate or make reference to PM in connection with any financial statements or other financial information of City of Burton. In addition, this engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform you of any such matters that come to PM's attention.

3. **Project Deliverables** – At the conclusion of PM's procedures and periodically as PM progresses, PM will review the results of its work with City of Burton and provide City of Burton with any observations related to PM's services that PM believes warrant City of Burton's attention. PM also will provide City of Burton with copies of analyses or other materials that PM may develop in the course of this engagement upon City of Burton's request. PM will not issue a written report as a result of this engagement and City of Burton agrees that the nature and extent of the work product that PM will provide, as outlined in this agreement, are sufficient for City of Burton's purposes.
4. **Confidentiality, Ownership and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of City of Burton, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to City of Burton, and PM will not use such information for any purpose other than its consulting engagement or disclose such information to any other person or entity without the prior written consent of City of Burton.

In the interest of facilitating PM's services to City of Burton, PM may communicate or exchange data by internet, e-mail, facsimile transmission or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, City of Burton recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both City of Burton and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform City of Burton in a timely manner of such request and to cooperate with City of Burton should City of Burton attempt, at City of Burton's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to City of Burton as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet

all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon City of Burton's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. City of Burton acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

5. **Consent to Disclosures to Service Providers**— In some circumstances, PM may use third-party service providers to assist with an engagement. In those circumstances, PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for City of Burton. In order to enable these service providers to assist PM in this capacity, City of Burton, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of City of Burton's information to such service providers to the extent such information is relevant to the services the third-party service provider may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. City of Burton's consent shall be continuing until the services provided for this engagement agreement are completed.
6. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on City of Burton personnel providing PM staff the assistance necessary to satisfy City of Burton responsibilities under the scope of services. This assistance includes availability and cooperation of those City of Burton personnel relevant to PM's procedures and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's Fee Quotes, those Fee Quotes will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM's work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM's work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incurs as a result of rescheduling its work.

PM will advise City of Burton in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

7. **Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in this engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's consulting work. City of Burton agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
8. **Fee Adjustments** – Any fee adjustments for reasons described in this agreement will be determined based on the actual time expended by PM staff at the hourly rates stated in this agreement, plus all reasonable and necessary travel and related costs PM incurs, and included as an adjustment to PM's invoices related to this engagement. City of Burton acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.
9. **Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a "Force Majeure Event"). City of Burton acknowledges and agrees that a Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
10. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM's gross negligence or willful misconduct, City of Burton agrees to limit the liability of PM or any of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved third party service providers (collectively, "PM Persons") for any and all claims, losses, costs, and damages of any nature whatsoever so that the total aggregate liability of PM and/or the PM Persons to City of Burton shall not exceed the total fees paid by City of Burton to PM for the services provided in connection with this engagement agreement. City of Burton and PM agree that these limitations on PM's maximum liability are reasonable in view of, among other things, the scope of the services PM is to provide, City of Burton's responsibility for the management functions associated with PM's consulting services, and the fees PM is to receive under this engagement. In no event shall PM be liable to City of Burton, whether a claim be in tort, contract, or otherwise, for any consequential, indirect,

lost profit, punitive, exemplary, or other special damages. PM and City of Burton agree that these limitations apply to any and all liabilities or causes of action against PM, however alleged or arising, unless to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

In the event this engagement agreement expressly identifies multiple phases of services, the total aggregate liability of PM to City of Burton shall be limited to no more than the total amount of fees paid by City of Burton for the particular phase of services alleged to have given rise to any such liability.

11. **Defense, Indemnification, and Hold Harmless** – As a condition of PM's willingness to perform the services provided for in the engagement letter, City of Burton agrees to defend, indemnify and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities.
12. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving City of Burton but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, City of Burton agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
13. **Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. City of Burton will be obligated to compensate PM for all time expended and to reimburse PM for related costs PM incurs through the date of termination of this engagement.
14. **Time Limits** – Except for actions to enforce payment of PM's invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.
15. **Entire Agreement** – This engagement agreement is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.
16. **Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
17. **Conflicts of Interest** – PM's engagement acceptance procedures include a check as to whether any conflicts of interest exists that would prevent acceptance of this engagement. No such conflicts have been identified. City of Burton understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of City of Burton.
18. **Agreement Not to Influence** – City of Burton and PM each agree that each respective organization and its employees will not endeavor to influence the other's employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. City of Burton agrees that PM employees are not "contract for hire." PM may release City of Burton from these restrictions if City of Burton agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at the hourly rates stated in this agreement for the PM employee.
19. **Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
20. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement – Consulting Services



SCHEDULED

AGENDA ITEM (ID # 3166)

DOC ID: 3166

Approve and authorize the issuance of a Covenant Deed with no amount of consideration to Edith Grimes, of 2295 E. Bristol Rd., Burton, MI 48529, of Vacant Lot - E. Bristol Rd., Parcel No. 59-29-576-021 and authorizing the Mayor and City Attorney to execute any and all documents required to effectuate this transfer of property.

ATTACHMENTS:

- Memo to Mayor - Agenda Item - Edith Grimes (DOC)

MEMORANDUM

TO: Paula Zelenko, Mayor

FROM: Brenda Moulton, Purchasing Agent

DATE: August 2, 2017

RE: Vacant Lot – E. Bristol Rd., Parcel No. 59-29-576-021

The City of Burton received back the above lot from the Genesee County Land Bank approximately three years ago that used to belong to Edith Grimes. The lot never should have went back to Genesee County in the first place. Ms. Grimes paid her taxes on line through the County, but the payment did not reflect on her account until after the due date.

After reviewing the history of the above parcel, and discussions with the Genesee County Treasurer's office, it is the recommendation of William Fowler, The City of Burton's Assessor, that the City of Burton prepare and issue a Covenant Deed with no amount of consideration to Ms. Edith Grimes to restore her ownership interest in said parcel. Upon Ms. Grimes willfully receiving the executed Covenant Deed, a formal transfer of ownership from the City of Burton will occur. As a result of the transfer of ownership, the taxable status of the parcel will be changed from city-owned exempt property to taxable residential vacant real property for tax year 2018 pursuant to Mr. Fowler.

I would like to place the following on the agenda for the next regularly scheduled Burton City Council meeting:

Approve and authorize the issuance of a Covenant Deed with no amount of consideration to Edith Grimes, of 2295 E. Bristol Rd., Burton, Michigan 48529, of Vacant Lot – E. Bristol Rd., Parcel No. 59-29-576-021 and authorizing the Mayor and City Attorney to execute any and all documents required to effectuate this transfer of property.



SCHEDULED

AGENDA ITEM (ID # 3162)

DOC ID: 3162

Approve and authorize the sale of vacant lot - James St., Parcel No. 59-30-578-151, to give first and final approval for the sale of this improved parcel to Danny J. Lawrence, 4061 Pringle Ave., Burton, MI 48529, for the sum of \$750 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Memo to Mayor - Agenda Item - Vacant Lot - James St.
- Lawrence PA (PDF)

CONDITIONAL PURCHASE AGREEMENT
Conditioned upon ONE City Council Approval

On _____ the Burton City Council passed Resolution R-_____ authorizing the sale of certain City owned real estate at specific prices. The subject of this Purchase Agreement is one of those parcels. Accordingly, this sale will only require one approval by the Burton City Council prior to closing.

For valuable consideration **THE CITY OF BURTON**, a municipal corporation, of 4303 S. Center Road, Burton, Michigan 48519, as Seller and Danny J. Lawrence, ~~husband and wife/a~~ single man/woman, of 40601 Pringle Ave., Burton, Michigan 48529, as Purchaser(s), agree to purchase, the following described real property, vacant land, located in the City of Burton, Genesee County, Michigan being legally described as:

Lot(s) Lot 1070 Baker Park No 1
 More commonly known as: Vacant lot - James St.
 Permanent Parcel #: 59-30-578-151

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

1. **PURCHASE PRICE.**

The Purchase Price for the above described property shall be \$ 750.⁰⁰ 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 Covenant Deed to

Attachment: Lawrence PA (3162 : Sale of city-owned property)

purchaser in a form suitable for recording. Purchaser will be responsible for recording the Covenant Deed.

4. **TITLE:**

Seller has obtained title to the above described property through the property tax reversion process, through a Genesee County Circuit Court Quiet Title Action, or by bequest. Seller does not warrant title. Purchaser is responsible to obtain evidence of satisfactory title. Seller will not provide title insurance.

In the event that Purchaser's title search discloses title defects, Purchaser shall have twenty (20) days from the date of the execution of this Agreement to rescind this transaction by written notification to the City Clerk. Upon termination within the twenty (20) day period, Seller shall return the earnest money deposit to Purchaser and this Agreement shall be null and void.

Seller will convey it's interest in the property, which it has obtained by Circuit Court Judgment Quieting Title, by bequest or by Circuit Court Judgment conveying same, to Purchaser by Covenant Deed.

5. **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.

6. **TAXES:**

Seller makes no representations regarding the status of either real or personal property taxes pertaining to the property above described. There shall be no proration of taxes as Purchaser shall be solely responsible for all unpaid taxes, assessments, and fees which may or may not be a lien against the premises at the time of closing. In addition to being solely responsible for all taxes, both past due and current, Purchaser is also responsible to pay any tax certification, revenue stamp and recording fees which may be associated with the recording of the deed.

7. **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.

8. **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.

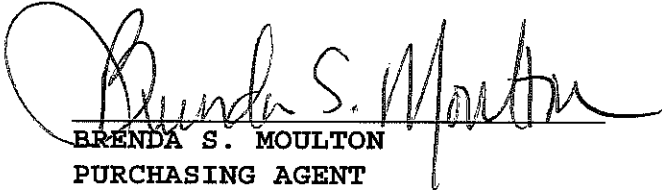
9. **MISCELLANEOUS PROVISIONS:**

- 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.
- 3) In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:

SELLER:

THE CITY OF BURTON


 BREND A S. MOULTON
 PURCHASING AGENT

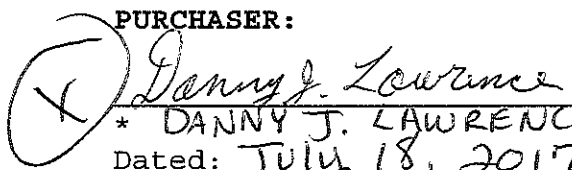
 BY: PAULA ZELENKO
 ITS MAYOR

Dated: _____

 BY: TERESA KARSNEY
 ITS CLERK

Dated: _____

PURCHASER:


 * DANNY J. LAWRENCE

Dated: July 18, 2017

*

Dated: _____

Attachment: Lawrence PA (3162 : Sale of city-owned property)



SCHEDULED

AGENDA ITEM (ID # 3169)

DOC ID: 3169

Approve and authorize the Treasurer to adjust water rates in accordance with the recommended rates in the rate study review performed by Public Financial Management Inc.. as follows: Ready to Serve Charge – \$ per month 5/8” – 3/4” meter – \$30.65, 1” – \$52.11, 1.5” – \$107.28, 2” – \$205.36, 3” – \$459.75, 4” – \$827.55, 6” – \$1,839.00, 8” – \$3,065.00, 10” – \$6,589.75. Commodity Rate \$6.67/ccf.



SCHEDULED

AGENDA ITEM (ID # 3126)

DOC ID: 3126

Budget Amendment (Budget #1801-1804) Approve and authorize the following 2017-2018 budget amendment: Increase (2069-0000-691.0651 Community Development Block Grant Revenue) by \$34,700; Increase (2069-2069-977.7087 Community Development Block Grant Expenditures) by \$34,700; Increase (5091-0000-691.0651 Community Development Block Grant Revenue) by \$183,400; Increase (5091-5091-977.7087 Community Development Block Grant Expenditures) by \$183,400.



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

Meeting: 08/07/17 07:00 PM
Department: Controller's Office
Category: Budget
Prepared By: Ginger Burke-Miller
Department Head: Ginger Burke-Miller

J.12

SCHEDULED

AGENDA ITEM (ID # 3153)

DOC ID: 3153

Budget Amendment (Budget #1805-1806) Approve and authorize the following 2017-2018 budget amendment: Increase (1001-0000-539.0002 Grant Revenue (State) - DNR Grant) by \$7,000; Increase (1001-6090-956.6090 DNR Expenditures) by \$10,000.



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

Meeting: 08/07/17 07:00 PM
Department: Controller's Office
Category: Budget
Prepared By: Ginger Burke-Miller
Department Head: Ginger Burke-Miller

J.13

SCHEDULED

AGENDA ITEM (ID # 3154)

DOC ID: 3154

**Budget Amendment (Budget 1807-1808) Approve and authorize the following 2017-2018 budget amendment:
Increase (4001-0000-691.5013 Transfer from DDA) by \$3,000;
Increase (4001-0000-908.0000) by \$3,000.**



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

Meeting: 08/07/17 07:00 PM
Department: Controller's Office
Category: Budget
Prepared By: Ginger Burke-Miller
Department Head: Ginger Burke-Miller

J.14

SCHEDULED

AGENDA ITEM (ID # 3155)

DOC ID: 3155

Budget Amendment (Budget 1809-1810) Approve and authorize the following 2017-2018 budget amendment: Increase (2006-0000-501.0010 Federal AFG Grant Revenue) by \$121,700; Increase (2006-2006-977.8010 Federal AFG FEMA Grant Expenditures) by \$121,700.

ATTACHMENTS:

- Budget amendment 1809-1810 (PDF)



PAULA K. ZELENKO
Mayor

City of Burton Fire Department

4090 MANOR DRIVE • BURTON, MI 48519

PHONE (810) 742-2158 • FAX (810) 742-1574 • www.burtonmi.gov

MARVIN EPPERSON
Fire Chief

KIRK WILKINSON
Asst. Fire Chief

July 21, 2017

Ginger,

Last fiscal year (2016-2017) we asked City Council to approve a budget transfer of \$121,700.00 for new civil defense/weather sirens. City Council did approve our request however, the supplier of the sirens took longer than expected in getting the equipment to the contractor therefore the work did not occur until after July 1, 2017.

Because the work was done in the new fiscal budget year (2017-2018) I need to ask that the money approved for the last budget which should have fallen into the fund balance be transferred into the proper lines of this year's budget.

At this time I would like to request an increase of \$121,700.00 in 2006-2006-977.8010 AFG Grant Expenditures and an increase of \$121,700.00 in 2006-0000-501-0010 Federal AFG FEMA Fire Grant.

Should you have any questions please do not hesitate to contact me.

Thank you,

Kirk Wilkinson – Assistant Fire Chief

Attachment: Budget amendment 1809-1810 (3155 : Budget Amendment (Budget 1809-1810))



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

Meeting: 08/07/17 07:00 PM
Department: Controller's Office
Category: Budget
Prepared By: Ginger Burke-Miller
Department Head: Ginger Burke-Miller

J.15

SCHEDULED

AGENDA ITEM (ID # 3156)

DOC ID: 3156

Budget Amendment (Budget #1811-1812) Approve and authorize the following 2017-2018 budget amendment: Decrease (5090-0000-390.0000 Unappropriated Surplus) by \$20,000; Increase (5090-5090-818.0000) by \$20,000.



Burton City Council

4303 S. Center Road
Burton, MI 48519

SCHEDULED

AGENDA ITEM (ID # 3157)

Meeting: 08/07/17 07:00 PM

Department: Controller's Office

Category: Budget

Prepared By: Ginger Burke-Miller

Department Head: Ginger Burke-Miller

J.16

DOC ID: 3157

Budget Amendment (Budget #1813-1814) Approve and authorize the following 2017-2018 budget amendment: Decrease (5091-0000-390.000 Unappropriated Surplus) by \$100,000; Increase (5091-5091-818.0000 Contractual Services) by \$100,000.



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

Meeting: 08/07/17 07:00 PM
Department: Controller's Office
Category: Budget
Prepared By: Ginger Burke-Miller
Department Head: Ginger Burke-Miller

J.17

SCHEDULED

AGENDA ITEM (ID # 3163)

DOC ID: 3163

Budget Amendment (Budget #1815-1816) Approve and authorize the following 2017-2018 budget amendment: Increase (2006-0000-501.7081 AFG (Federal) Grant Revenue) by \$2,600; Increase (2006-2006-977.7081 AFG (Federal) Grant Expenditure) by \$2,600.

ATTACHMENTS:

- Fire Department (PDF)



PAULA K. ZELENKO
Mayor

City of Burton Fire Department

4090 MANOR DRIVE • BURTON, MI 48519

PHONE (810) 742-2158 • FAX (810) 742-1574 • www.burtonmi.gov

MARVIN EPPERSON
Fire Chief

KIRK WILKINSON
Asst. Fire Chief

August 2, 2017

Ginger,

During fiscal year 2016-2017 we received our 2015 AFG grant. Because we did not spend all of the money within the 2016-2017 budget year we now need to request a transfer so we may finish spending the money in the 2017-2018 budget year. We would like to request the following budget transfers.

Increase 2006-0000-501.7081 AFG Grant Revenues Radios/EMT Training by \$2,600.00.

Increase 2006-2006-977.7081 AFG (Federal) – Radios/EMT/Safety Wear by \$2,600.00.

These transfers will allow us to finish purchasing the required equipment stipulated in the grant.

Thank you,

Kirk Wilkinson – Assistant Chief

Attachment: Fire Department (3163 : Budget Amendment (Budget #1815-1816))



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

Meeting: 08/07/17 07:00 PM
Department: Controller's Office
Category: Budget
Prepared By: Ginger Burke-Miller
Department Head: Ginger Burke-Miller

J.18

SCHEDULED

AGENDA ITEM (ID # 3164)

DOC ID: 3164

Budget Amendment (Budget #1817-1818) Approve and authorize the following 2017-2018 budget amendment: Decrease (4206-0000-390.0000 Unappropriated Surplus) by \$575,000; Increase (4206-0000-970.0000 Capital Outlay) by \$575,000.



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

Meeting: 08/07/17 07:00 PM
Department: City Council
Category: Budget
Prepared By: Teresa M. Karsney
Department Head: Teresa M. Karsney

J.19

SCHEDULED

AGENDA ITEM (ID # 3171)

DOC ID: 3171

Budget Amendment (Budget #1819 -1820) Approve and authorize the following 2017-2018 budget amendment: Decrease (2049-0000-390.0000 Unappropriated Surplus) by \$10,000; Increase (2049-2061-818.0000 Contractual Service) by \$10,000.



SCHEDULED

AGENDA ITEM (ID # 3168)

DOC ID: 3168

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 "4 Summer Labor Workers" for the periods of July 1, 2017 through October 31, 2017 and April 1, 2018 through June 30, 2018 for an amount not to exceed \$49,000.00.

ATTACHMENTS:

- DM Burr Contract 7-1-17 - 6-30-18 (DOCX)



SERVICE AGREEMENT

This agreement is entered into this 6th day of July, 2017, by and between **D. M. Burr Facilities Management, Inc.** (hereinafter referred to as Contractor), located at 4252 Holiday Dr., Flint, MI, 48507, and **The City of Burton.** (hereinafter referred to as Owner), located at 4303 S. Center Road, Burton, Michigan 48519.

RECITALS

Owner is the Owner and/or Operator of business property known as City of Burton located in Burton, MI. The business property, for convenience, will from time to time be referred as “the premises.”

Contractor is engaged in the business of furnishing light maintenance services including but not limited to lawn care, painting, light maintenance, flag duty, etc..

The Owner and Contractor desire to enter into an agreement whereby Owner will engage the Contractor to perform certain services on the premises under the terms and conditions set forth below.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Engages.** Owner hereby engages Contractor and Contractor agrees to work for Owner for the terms and conditions set forth below.
2. **Relationship of Parties.** The parties intend that an independent contractor/owner relationship will be created by this agreement. Owner is interested in the results to be achieved and the conduct and control of the work involved in performing this contract will be a joint effort with the Contractor and the Owner. The Contractor’s employees, officers, owners or agents are not an employee of the Owner and are not entitled to the benefits provided by the Owner to its employees, if any.
3. **Nature and Quality of Services to Be Performed.** Contractor agrees to perform services on the premises in accordance with the accompanying schedules attached hereto in a good and workmanlike manner.

Notification of deficiencies in the performance of the agreement may be made either of two ways:

- a. In writing (electronically, or otherwise), stating the exact nature of the deficiency.
- b. By telephone call to the Contractor.

In any event, Contractor shall acknowledge the alleged deficiency. After investigation, if Contractor is at fault, the deficiency shall be corrected immediately. If the deficiency is caused by factors other than the Contractor's error, Owner may, at extra charge, hire Contractor to correct deficiency.

4. **Frequency and Direction of Service.** Contractor will provide light maintenance services five (5) days per week in a reliable manner as outlined in the maintenance proposal dated April 26, 2013. The contractor agrees to provide labor at the express direction of the Owner five days per week.
5. **Disputes.** In the event suit of legal action is commenced to enforce any of the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs, including costs of appeal to be fixed by the Court hearing this matter.
6. **Indemnity.** Owner agrees that Contractor shall not be liable for liability or loss incurred by Owner for loss or damage or for personal injury, whether such liability or loss is incurred directly by Owner, or as a result of claims asserted against the Owner by others, and whether such property loss or damage or personal injury, except arising out of the willful negligence of the Contractor, by performance or nonperformance of obligations imposed by this Agreement, including those related to the hiring, training, supervision or retention of personnel, by Contractor, its agents or employees, except as caused by the sole neglect acts or omissions by the Contractor. In no event, however, shall Contractor be liable for incidental, special or exemplary damages or loss of profits, the Contractor's liability shall be for compensatory damages only.

Contractor shall carry and provide evidence of a minimum of \$1,000,000 for liability and \$2,000,000 excess liability coverage. Said certificates shall specify that Owner will be furnished with ten (10) days written notice prior to any cancellation of said coverage.

Contractor agrees to indemnify Owner against all liability and loss in connection with, and shall assume all liability for payment of all Federal, State, and Local taxes or contributions imposed or required under Unemployment Insurance, Social Security, Workers' Compensation, and Income Taxes with respect to Contractor or Contractor's employees engaged in the performance of the agreement.

7. **Termination.** This agreement may be modified from time to time as set forth above, and may be terminated in its entirety by either the Owner or the Contractor at any time by giving notice in writing of the desire to do at least thirty (30) days prior to the desired date of termination.

In no event will any notice of termination give rise to or result of any reduction of service by Contractor, or in any manner reduce or diminish the agreed amount due Contractor for any services performed under the terms of this agreement.

Owner agrees that during the period of this agreement, or for six (6) months after the termination thereof, that it will not employ, engage, or contract with any present or past employee of Contractor to perform any services outlined in this agreement.

8. **Prior Agreements.** This agreement supersedes any and all earlier agreements between Owner and Contractor, whether written or oral, relating to its subject matter.
9. **Severability.** In the case that any provision in this agreement is determined to be invalid or illegal, or unenforceable as written, both the Owner and Contractor intend and desire that such provision be enforced to the fullest extent allowed by law, and that the remainder of this agreement shall not be affected in any way.
10. **Modification.** This agreement is the final and complete agreement of the Owner and Contractor and supersedes and replaces all written and oral agreements heretofore made or existing by and between them. This agreement may not be modified in any respect except upon mutual agreement of the Owner and the Contractor in writing signed by each of them.
11. **Adjustments.** The prices set forth in this agreement are based on the present wage scales and other benefits prevailing in this locality, the services provided, and the frequency of work. In the event of any changes in the above conditions, the contract price may be increased or decreased however; the Owner will receive a written notification from the Contractor sixty days prior to any price changes, and will have to be mutually agreed upon before any price change is to go into effect.
12. **Healthcare Reform.** The parties agree to reopen and renegotiate terms of this agreement in the event laws related to the Affordable Care Act substantially increase the contractor's operating costs. In the event that the parties cannot agree on renegotiated terms, either party has the right to exercise the termination clause as written in Section 7 of this agreement.

13. **Supplies.** All equipment is to be furnished by the Owner and installed/utilized by the Owner.

14. **Fees.** Owner agrees to pay Contractor for Light Maintenance a rate of seven thousand dollars and 00/100 (\$7,000.00) per month.

The Contractor will send an invoice to the owner by the 20th of each month. The payment will be due within thirty days of the date of the invoice.

The Owner will pay a late charge of one percent (1%) per month on any past due amounts. The late charge will be included on the following month's invoice.

15. **Additions and Deletions.** Additions or deletions will be calculated and agreed upon, as provided in Section 12.

The term of this agreement will be one year and will commence on the 6th day of July, 2017, and end on the 30th day of June, 2018.

ACCEPTANCE:

D.M. Burr Facilities Management, Inc.

John Allen
Chief Operating Officer

Date

The prices, terms, and conditions of this agreement are satisfactory and hereby accepted. Contractor is authorized to do work as specified. Payments will be made as outlined above.

City of Burton

Date

Attachment: DM Burr Contract 7-1-17 - 6-30-18 (3168 : DM Burr Group for Summer Labor)