CITY OF BURTON

BURTON CITY COUNCIL MEETING

JANUARY 4, 2018

AGENDA

Council Chambers	Regular Meeting	7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

A. INVOCATION LED BY: TOM MARTINBIANCO

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

C. ROLL CALL

D. STAFF PRESENT

E. APPROVAL OF MINUTES

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 (A. Doyle) from 12-13-17 to 12-21-17 in the amount of $4,336.25.

2. Approve and authorize the Attorney Billing (Masud) 10/2/17 - 10/31/17 in the amount $5,301.00.

3. Approve and authorize the Attorney Billing (Masud) 11/02/17 - 11/30/17 in the amount $5.453.00.

4. Budget Amendment (Budget #1991-1994) Approve and authorize the following 2017-2018 budget amendment: Decrease (2003-0000-390.0000 Local Streets Unappropriated Surplus) by $26,400; Increase (2003-4063-818.3000 Local Streets-Surface Maintenance-Street Sweeping) by $26,400. Decrease (2002-4063-818.3000 Major Streets - Surface Maintenance-Street Sweeping) by $26,400; Increase (2002-0000-390.0000 Unappropriated Surplus) by $26,400.

5. Approve and authorize the sale of Vacant Lot - Williamson Ave., Parcel No. 59-31-527-097, to give first of two approvals for the sale of this improved parcel to Georgia Casey, 2361 Gibson Rd., Grand Blanc, MI 48439 for the sum of $350.00 cash or its equivalent and authorizing the Mayor and Clerk to execute any and all documents required to effectuate this sale.

6. 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 Segment 5 – DWRF Water Main Replacement project Construction Services for a total not-to-exceed fee of $243,000.

7. Approve and Authorize the Mayor's appointment of Karen Moffitt as Burton's new Treasurer.

8. Approve a waiver of residency as allowable under the Burton City Charter, Section 3.3, for Karen Moffitt of 16481 Vintage Drive, Fenton, MI 48430, to take office as Burton's new Treasurer.

K. TABLED ITEMS

1. Approve and authorize the Treasurer to adjust the City of Burton's water usage commodity charge from $6.48 to $6.67 per 100 cubic feet (includes system losses) in accordance with the pass through increase from Genesee County Water and Waste of $0.18 per 100 cubic feet of usage, and to adjust the Readiness To Serve charge per meter on all active domestic metered water accounts to be increased $3.98 monthly.

To: Mayor Zelenko

From: Controller Ginger Burke-Miller

RE: Budget Amendment for Street Sweeping

Per discussion with Robert Slattery, DPW Director, when the budget was developed in early 2017, administration budgeted for the correct amount in total for street sweeping. However, it has come to our attention that the split of this was accidently reversed. As such we now need to get the appropriate amount into Local Streets and decrease the amount budgeted in Major Streets. This budget amendment will fix this issue.

Regards,

Controller Ginger Burke-Miller, MBA, CPA, CPM

Attachment: Memo 1991-1994 (3431 : Budget Amendment (Budget #1991-1994))

CONDITIONAL PURCHASE AGREEMENT
Conditioned upon TWO City Council Approvals

Section 11.3 of the Burton City Charter requires the Burton City Council to approve all land sales twice by an affirmative vote of five of the seven council members. No sale can be finalized without these approvals.

For valuable consideration **THE CITY OF BURTON**, a municipal corporation, of 4303 S. Center Road, Burton, Michigan 48519, as Seller and Georgia Casey, ~~husband and wife~~/a single ~~man~~/woman, of 2361 Gibson Rd., Grand Blanc, Michigan 48439, 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 153 Webber Place
More commonly known as: Vacant Lot - Williamson Ave.
Permanent Parcel #: 59-31-527-091

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

1. **PURCHASE PRICE.**
The Purchase Price for the above described property shall be $350.00 payable in cash or certified funds at closing.

2. **DEPOSIT:**
a) In the event this property was purchased at public auction then the Purchaser hereby agrees and acknowledges that Purchaser bid bond submitted with the bid for this property shall be retained by Seller and credited against the purchase price.

b) 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 that all sales of City owned property must be approved by the Burton City Council on **two** separate occasions. If the Council fails to approve this sale on either occasion, 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 ten (10) business days of the second City Council approval of this sale. At which time Purchaser will pay to Seller the balance of the purchase price

Attachment: Casey PA (3437 : Sale of City-Owned Property)

in cash or certified funds and Seller shall convey a Covenant Deed to 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 bid bond 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.

Attachment: Casey PA (3437 : Sale of City-Owned Property)

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:

Brenda S. Moulton

BRENDA S. MOULTON

SELLER:

THE CITY OF BURTON

_____

BY: PAULA ZELENKO
ITS MAYOR

Dated: _____

_____

BY: TERESA KARSNEY
ITS CLERK

Dated: _____

PURCHASER:

Georgia Casey

* GEORGIA CASEY

Dated: 12/18/17

_____

*

Dated: _____

Attachment: Casey PA (3437 : Sale of City-Owned Property)

Attachment: MoE re Stantec Proposal for Engineering Services for Segment 5 Construction (3416 : Stantec Contract for DWRF Segment 5

To: Paula Zelenko, Mayor
From: Robert Slattery, DPW Director
Date: December 18, 2017

Re: Memo of Explanation for Agenda ID # 3416
Regular Council Meeting of January 4, 2018

Proposal for Professional Engineering Services: DWRF Segment 5

Madam Mayor:

Agenda item wording:

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 Segment 5 – DWRF Water Main Replacement project for a total not-to-exceed fee of $243,000.

Explanation:

Stantec has submitted a proposal for engineering services for Segment 5 of the DWRF water main replacement project consisting of replacement of existing 6-inch to 8-inch water mains located within the Segment 5 project area, along with restoration to the bituminous and gravel roads within the project limits. The total approximate footage of water main to be replaced as part of this project is 14,000 feet. This work will be conducted as an amendment of Stantec's existing Segment 5, DWRF design task which falls under the General Engineering Services Agreement previously executed between the City of Burton and Stantec Consulting Michigan Inc.

Scope of services includes the following activities:

- Pre-Construction Services and Shop Drawing Review:
- Survey Construction Layout
- Construction Administration
- Construction Observation
- Punch-list and Close-out

Project schedule assumes construction will begin in May 2018 and end November 2018.

Stantec Consulting Michigan Inc.
3754 Ranchero Drive
Ann Arbor MI 48108-2771

November 30, 2017
File: 207580004

Attention: Honorable Paula Zelenko
Mayor of City of Burton
4303 S. Center Road
Burton, Michigan 48519

Dear Mayor Zelenko,

Reference: Proposal for Professional Engineering Services
Segment 5 DWRF Water System Construction Services

Stantec Consulting Michigan Inc. (Stantec) is pleased to offer the following proposal to the City of Burton (City) for professional engineering services for the above referenced project.

BACKGROUND

Stantec met MDEQ's milestone schedule, the design of the Segment 5 part of the DWRF project plan is complete. The project will be advertised in December 2017 and bids will be received in January 2018. The construction contract is expected to be executed in May 2018.

Stantec understands that this new project will involve construction services for the replacement of existing 6-inch to 8-inch water mains located within the Segment 5 project area, along with restoration to the Bituminous and Gravel roads with in the project limits. The total approximate footage of water main to be replaced as part of this project is 14,000 feet.

SCOPE OF SERVICES

Pursuant to providing engineering services that incorporate Stantec's project understanding, Stantec has developed the following project approach to meet the project goals and deliverables. We propose to provide the following scope of services:

Task 1: Pre-Construction Services and Shop Drawing Review:

- Review insurance and bonds submitted by the Contractor and finalize the contract.
- Coordinate and facilitate a preconstruction meeting with the Contractor.
- Review shop drawings for all materials for general conformance with contract documents.

Task 2: Survey Construction Layout:

- Provide survey construction staking. Stantec will be responsible for offset staking of the centerline of the proposed water main at 50-foot intervals and including offsets for horizontal and vertical bends, valves and hydrants.
- Provide the Contractor and the City with a cut sheet for all water main alignments.

Attachment: pro_mayor_dwrf_segment 5_construction_20751130 (3416 : Stantec Contract for DWRF Segment 5 Water Main project)

Reference: Proposal for Professional Engineering Services
Segment 5 DWRF Water System Construction Services

Task 3: Construction Administration:

- Respond to Requests for Information from the Contractor if necessary.
- Coordinate with the City DPW personnel.
- Perform field interviews with the Contractor's staff, and review certified payrolls for compliance with field interviews and Davis Bacon Wage Rate requirements (as required by DWRF).
- Process pay applications and make recommendations to the City for payment to the Contractor.
- Provide correspondence throughout the project including shop drawing letters, punch-list letters, field orders, bulletins, change orders and any other correspondence related to administration of the project.
- Attend weekly field meetings and monthly project progress meetings.

Task 4: Construction Observation:

- Perform full time inspection of distribution system improvements.
- Perform part time inspection of restoration activities.
- Attend to residents' concerns and complaints during construction operations.

Task 5: Punch-list and Close-out:

- Prepare punch list and provide follow up site inspections with the Contractor until all items are complete.
- Prepare and submit to the City all daily inspection reports.
- Prepare field measured record drawings in hard copy and electronic format per the City's standards.

SIGNIFICANT ASSUMPTIONS

- Material construction testing will be completed by the Contractor.
- Stantec will provide one (1) inspector with support from City staff
- Stantec's employees are local to Burton's geographic area. Therefore, no charge for travel time or mileage was included in the above scope.

PROJECT BUDGET

We propose to undertake the work outlined above for a not-to-exceed fee of $243,000. Please note this fee is subject to inclusion in the DWRF Funding and the City would be reimbursed by MDEQ after the invoices are paid by the City.

Attachment: pro_mayor_dwrf_segment 5_construction_20751130 (3416 : Stantec Contract for DWRF Segment 5 Water Main project)

Reference: Proposal for Professional Engineering Services
Segment 5 DWRF Water System Construction Services

The following is an approximate breakdown of our fees:

Contract Administration Services	$ 33,000
Construction Inspection	$ 145,000
Construction Staking	$ 50,000
Project As-Builts and Closeout	$ 15,000

PROJECT SCHEDULE

Please note that the project schedule will assume construction will begin in May 2018 and end November 2018.

Please note that this work will be conducted as an amendment of our existing Segment 5, DWRF design task which falls under the General Engineering Services Agreement previously executed between the City of Burton and Stantec Consulting Michigan Inc.

If the above proposal meets your approval, please sign this letter and return a copy to our office. We take pride in providing the City with quality engineering services and look forward to continuing our services for years to come.

Regards,

STANTEC CONSULTING MICHIGAN INC.

Dima Soued El-Gamal, PhD, PE, LEED® AP
Associate
Phone: (734) 214-2516
Fax: (734) 761-1200
dima.el-gamal@stantec.com

STANTEC CONSULTING MICHIGAN INC.

R. Brian Simons, PE, LEED® AP
Principal
Phone: (734) 214-2518
Fax: (734) 761-1200
brian.simons@stantec.com

c. File

Attachment: pro_mayor_dwrf_segment 5_construction_20751130 (3416 : Stantec Contract for DWRF Segment 5 Water Main project)

Reference: Proposal for Professional Engineering Services
Segment 5 DWRF Water System Construction Services

ACKNOWLEDGED AND ACCEPTED:

CITY OF BURTON

_____

Name of Signer:
Title of Signer:

_____, 2017

ap v:\2075\promotion\2075800\85004 - burton\pro_mayor_dwrf_segment 5_construction_20751130.docx

Attachment: pro_mayor_dwrf_segment 5_construction_20751130 (3416 : Stantec Contract for DWRF Segment 5 Water Main project)

16481 Vintage Dr
Fenton, MI 48430

December 3, 2017

Sue Warren
Director of Human Resources/Labor Relations
4303 S. Center Rd
Burton, MI 48519

Dear Ms. Warren:

Enclosed please find my resume in response to your recent posting for the position of City Treasurer.

As you will note on my resume, I have sixteen years experience as a chief financial officer with the responsibilities of budget preparation and management, supervision of staff, policy preparation and implementation, internal control implementation and monitoring, governmental fund accounting management, tax reconciliation, cash management, investment of funds, invoicing and accounts receivable. I currently work with the Treasurer's Office on accounting issues and am familiar with its operation and the BS&A Cash Receipts, Tax, Miscellaneous Receivable and Assessing programs. I also reconcile tax collection disbursements with the general ledger, prepare tax reconcilations for the audit, record investment transactions and interest income, and reconcile all bank accounts and investments. I possess strong problem solving and interpersonal skills and can communicate effectively. These attributes and my experience highly qualify me for the City Treasurer position.

I would very much like to arrange a personal interview to discuss my qualifications and the opportunity available. Please contact me at (810) 869-5190 at any time.

Sincerely,

Karen L. Moffitt

Karen L. Moffitt

Enclosures

Attachment: moffittapp (3428 : Appointment of Treasurer)

RESOLUTION
CITY OF BURTON
GENESEE, COUNTY

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

Approve and authorize the Treasurer to adjust the City of Burton's water usage commodity charge from $6.48 to $6.67 per 100 cubic feet (includes system losses) in accordance with the pass through increase from Genesee County Water and Waste of $0.18 per 100 cubic feet of usage. Also, to adjust the Readiness To Serve charge per meter on all active domestic metered water accounts to be increased $3.98 monthly. Example — 5/8 meter will increase from $17.04 monthly to $21.02.

CERTIFICATION

I, Teresa Karsney, City Clerk of Burton, do certify that the above Resolution was duly adopted in conformance with Act 267 Public Acts of Michigan, 1976, at a Regular Council Meeting of the City of Burton Council held at City Hall, November 9, 2017 by the following vote:

Ayes:
Nays:
Absent:

Date:

_____
Teresa Karsney, City Clerk

Prepared by Teresa Karsney
City of Burton
4303 S. Center Rd.
Burton, MI 48519

Attachment: Water Rate RESOLUTION 11-2017 [Revision 1] (3310 : Resolution to adjust the City of Burton's water use charges in accordance

Attachment: MoE re Resolution to Adjust City Water Usage Rates Sept 2017 v2 [Revision 1] (3310 : Resolution to adjust the City of Burton's

To: Paula Zelenko, Mayor
From: Dave Marshke, Utilities Superintendent
Date: October 23, 2017

Re: Memo of Explanation for Agenda ID # 3310
Regular Council Meeting of November 9, 2017

Resolution to adjust the City of Burton's water use charges in accordance with pass-through

Madam Mayor,

Agenda language:

Approve and authorize the Treasurer to adjust the City of Burton's water usage commodity charge from $6.48 to $6.67 per 100 cubic feet (includes system losses) in accordance with the pass through increase from Genesee County Water and Waste of $0.18 per 100 cubic feet of usage, and to adjust the Readiness To Serve charge per meter on all active domestic metered water accounts to be increased $3.98 monthly.

BACKGROUND

The Genesee County Drain Commissioner has increased water rates to its wholesale water customers on all bills issued by the county agency after September 2, 2017. These increases will affect the Commodity Rate as well as the Readiness To Serve charges to the City of Burton. **This increase being proposed to City Council addresses this "pass thru" cost only, and does NOT reflect any future adjustments that may be necessary for cost recovery on the operation and maintenance of Burton's distribution system.** These increases from Genesee County will impact the current 2017-18 operating budget in the amount of approximately an additional $374,000.00 expenditure.