



CITY OF BURTON
BURTON CITY COUNCIL MEETING
JULY 1, 2019
AGENDA

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

A. INVOCATION LED BY: STEVE HEFFNER

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

C. ROLL CALL

D. STAFF PRESENT

E. APPROVAL OF MINUTES

1. City Council - Budget Workshop - Jun 4, 2019 6:00 PM

F. ADMINISTRATIVE REPORTS

G. COMMITTEE REPORTS

H. AUDIENCE PARTICIPATION

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

I. COUNCIL DISCUSSION

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Doyle) 6/12/2019 to 6/25/2019 in the amount \$5,479.25.
2. Approve and authorize the request for Solicitation License for Dan Schmier, Veteran Village USA, 5386 Kelly Road., Flint, MI 48504
3. Approve and Authorize the request for Residential Sanitary Sewer & Water Installer's License for Lee Siegel, 5265 N. Irish Road, Davison, MI 48423
4. Approve and Authorize the request for Residential Sanitary Sewer & Water Installer's License for D & M Services Pro, LLC, 422 W. Rising St, Davison, MI 48423

5. Approve and authorize the Mayor's appointment of Ann Abbey, 4260 Meadows Ave, Grand Blanc, MI 48439 to the position of Burton City Assessor
6. Approve and authorize the Appointment of Mary Kay Millenbach, 1438 Clairwood Drive, Burton, MI 48509, to the Election Commission with a term ending July 1, 2023.
7. Approve and authorize the Resolution 2019- of Intent to Sell the City Owned Properties.
8. Approve and authorize Resolution 2019- for road closures for Bikes on the Bricks on September 7, 2019.
9. Approve and authorize the sale of Vacant Lot - Judd Rd., Parcel No. 59-32-504-055, to give first and final approval for the sale of this improved parcel to Matthew Kimball, 5908 Interbay Blvd., Tampa, FL 33611 for the sum of \$50 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 sale of Vacant Lot - Atherton Rd., Parcel No. 59-28-528-007, to give first and final approval for the sale of this improved parcel to Cherry Atherton Properties, 5904 Dixie Highway, Clarkston, MI 48346 for the sum of \$500 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.
11. Approve and authorize the sale of Vacant Lot - Term St., Parcel No. 59-28-528-020, to give first and final approval for the sale of this improved parcel to Cherry Atherton Properties, 5904 Dixie Highway, Clarkston, MI 48346 for the sum of \$300 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

12. Approve and authorize the sale of Vacant Lot - E. Court St., Parcel No. 59-15-200-027, to give first and final approval for the sale of this improved parcel to Michael Haney, 4484 E. Court St., Burton, MI 48509 for the sum of \$800 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

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



CITY OF BURTON
BURTON CITY COUNCIL MEETING
JUNE 4, 2019
MINUTES

Council Chambers

Budget Workshop

6:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

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

A. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Councilman	Late	6:05 PM
Duane Haskins	Vice President	Present	
Dennis O'Keefe	Councilman	Present	
Steven Heffner	President	Present	
Danny Wells	Councilman	Late	6:29 PM
Vaughn Smith	Councilman	Present	
Christina Conley	Councilwoman	Present	

B. STAFF PRESENT

Mayor Zelenko,
 Rik Hayman
 Bob Slattery
 Karen Moffitt
 Dave Marshke

C. PRESENTATION & DISCUSSION

Mr. Hayman stated I have given you a list of the business's with outstanding personal property debts to the city. Letters have gone out to these businesses and we have collected close to \$30,000 so far. I have a more detailed list that I will share with council. The Treasurer has done a great job of pulling this together.

Water Fund

Ms. Moffitt stated the unrestricted fund balance is in the negative by \$1,473,620.00. We have had to take from our savings because our regular cash balance was negative. We are over spending in the water fund. We have talked about looking into a possible rate increase and/or reducing expenditures. In the 5-year projection, you will see the deficits go up each year due to rising costs. This does not include health care and retirement because we do not know if this will go up or down. We will know more in June when we get our OPEB Valuation Report for 2018.

Mr. O'Keefe said he is very concerned about this deficit over the next five years and having to pull out money from the general fund to pay the bills.

Mr. Smith said these numbers do not reflect putting anything away towards infrastructure. On the positive side, we have been able to update some of our water system. This was a substantial \$18 to \$21 million dollar investment. We may have done too much too fast but we had leaks all over the south end of Burton. It was getting to be very costly, spending

money on labor and materials to fix the infrastructure because it was so bad. We cannot wait too long or it is more expensive to fix.

Mr. Hayman asked who would feel the brunt of these rate increases. I have heard that it will not be the residences but the commercial customers who are not paying their fair share.

Mr. Marshke stated the commercial customers are pulling a bigger burden on the system. The bigger their pipe size, the more use and demand they put on the system. They need to pay more to maintain that system and for upsizing the system in the future. They are not paying their fair share. The commodity they pay is the same as residential.

Mr. O'Keefe suggested seeing a full 10 year Revenue/Expenditure Projection, not just 5 years.

Ms. Moffitt said you are supposed to not only have a balanced budget but you should be building your fund balance for future improvements.

Mr. Martinbianco stated the depreciation is what you put aside; however, that is today's dollar and not 40-50 years from now. The readiness to serve charge is indicative to what it actually cost to do the work in the year that it is done. Those two items alone should be singled and proportioned out so that they represent an annual cost that is really a non-cash expense. Replacing large industrial line would be factored in at the beginning of the project. Then you would have a better idea of what future expense, repairs and maintenance would be. The depreciation may need to be put into a sinking fund. If nothing else, the readiness to serve charge should go into a separate fund or that same fund and allow that to be a restricted non-cash expense. Then we can add to that and draw from that as needed.

Ms. Moffitt said our estimated revenue for 2019-20 year is \$6,236,600.00. The expenditures came to \$6,447,700.00. We are overspending by \$211,100.00. If you compare our revenue projected for next year to this year, it is down about \$400,000.00. This is because we will no longer have any revenue from the DWRF Project. This is why the revenue is short. Tap-in fee & inspection fee revenue were reduced because of a reduction in new builds. Late charge revenue should increase due to elimination of the lockbox.

Mr. Smith requested giving council a copy of the 2018 actuary report as soon as it comes in.

Ms. Moffitt stated the equipment rental was eliminated for Project Fusion because we do not expect to have that next year. The budget for bad debt expense was eliminated because we have not used that line item in a few years. We lowered fire hydrant refunds based on the prior year and what we are anticipating for this year. The special assessments for the city owned property was lowered. Depreciation expense went up due to finishing the DWRF projects.

Mr. Smith said we have a structural deficit in the water fund. Our sewer fund is doing quite well.

Mr. Marshke said we should have been increasing the water rates by at least the CPI every year. Many municipalities do this every year. When we do have an increase, it is much more because we do not raise this a little bit each year. We had to come up with an asset management plan for the water system and submit it to the state. This is a 5, 10 and 20-year plan that is spelled out and we have to follow this.

Mr. Smith asked if we did too much pipe too fast.

Mr. Marshke stated absolutely not. If we had not replaced these pipes, the State would

have place consent orders and fines on us every day until we were in compliance. In 2006, 35% of our water was unaccounted for. We are at about a 1% water loss right now.

Mr. Smith suggested that council attend the Woodhill workgroup rate Study meetings.

Mr. Hayman said you can have a meeting with Woodhill if it is posted. I think that Woodhill will come to a council meeting and present ideas. At the MERS conference that I attended they talked about adjusting the rate of return. We knew that was coming and that it would be a hit. They also talked about not moving as quickly on the reduced amortization schedule to help us out.

Sewer Fund

Ms. Moffitt stated the sewer fund has \$12,098,612 in unrestricted fund balance for future projects. Projected revenue of \$6,202,700 for 2019-20, expenditures of \$5,989,900, excess of revenue over expenditures of \$212,800, adding that to the estimated beginning fund balance of \$36,277,555 will give us an ending fund balance of \$36,490,355. Ms. Moffitt stated under penalties we have increased that revenue. If we eliminate the lock box, we should be able to start assessing our penalties earlier and that will bring in more revenue to the sewer fund. The depreciation expense went up because we are getting our DWRP projects finished and on the asset schedule. As with water, the shared salaries increased due to the Treasurer's office spending a lot of time in water and sewer. We were not really allocating their costs to those funds, as we should have done.

Discussion on borrowing or transferring money from the water fund to the sewer fund. Mr. Hayman said he would check on this.

Mr. Marshke spoke regarding inflow and infiltration manholes or I&I. He said I&I is unwanted ground water/rain water getting into the sanitary sewer systems through manholes that are under water or taking on water, sanitary sewer leads, illegal sump pump connections and cleanouts without caps around the homes that take on water. By 2021, the Genesee County Water & Waste will have to start penalizing customers, (us) and all of the people that share their collection system if they do not get a handle on their I&I. We know we have a problem. I have been attacking ours very aggressively. I have been seeing these numbers get smaller over the past year or two. The numbers meaning what we bill out to our consumers for water that we purchase from Genesee County. I&I is water getting into the system that is not supposed to be there.

Building Department

Ms. Moffitt stated we are projecting revenue of \$403,100 for 2019-20, expenditures of \$498,300, excess of expenditures over revenue of \$95,200. Subtracting this excess from estimated beginning fund balance of \$925,536 will give us an ending fund balance of \$830,336. Previously, we had recorded all of our sale of property revenue in the general fund. With some discussions, it was decided to allocate 75% to the building department and 25% to the general fund to match the revenue with expense because the staff in the building department are spending more time on that. We still need to amend this year's revenue because we have allocated that to that fund. The next meeting I will bring a budget amendment for that. The contractual service line item was decreased because we have the Building Inspector vacant position. We have had to transfer funds from the salary line item down to the contractual services line item to pay someone to fill in for that position. This budget reflects that we will fill the actual position and if we do not fill it then we will have to transfer funds down to that line item. If we do hire someone, they will need training so we increased the training to \$1,500.00. The office equipment line item was increased to \$5,000.00. They would like to purchase a tablet and software for onsite inspections. The software will help increase efficiencies, help schedule the work and monitor the activity and jobs. The utilities budget was increased due to rising utility costs.

Meeting was adjourned at 8:22 PM.

Minutes Acceptance: Minutes of Jun 4, 2019 6:00 PM (APPROVAL OF MINUTES)



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

Meeting: 07/01/19 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Bette Bigsby
Department Head: Bette Bigsby

J.1

SCHEDULED

AGENDA ITEM (ID # 4450)

DOC ID: 4450

**Approve and authorize the Attorney Billing (Doyle) 6/12/2019
to 6/25/2019 in the amount \$5,479.25.**



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

Meeting: 07/01/19 07:00 PM
Department: Clerk's Office
Category: License
Prepared By: Racheal Boggs
Department Head: Bette Bigsby

J.2

SCHEDULED

AGENDA ITEM (ID # 4448)

DOC ID: 4448

**Approve and authorize the request for Solicitation License
for Dan Schmier, Veteran Village USA, 5386 Kelly Road., Flint,
MI 48504**



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

Meeting: 07/01/19 07:00 PM
Department: Clerk's Office
Category: License
Prepared By: Bette Bigsby
Department Head: Bette Bigsby

J.3

SCHEDULED

AGENDA ITEM (ID # 4447)

DOC ID: 4447

**Approve and Authorize the request for Residential Sanitary
Sewer & Water Installer's License for Lee Siegel, 5265 N.
Irish Road, Davison, MI 48423**

ATTACHMENTS:

- Siegelws (PDF)



City of Burton
4303 S. Center Rd.
Burton, MI 48519
www.burtonmi.gov

Application for Sewer & Water Installer License

Date: 6-24-2019 License Expiration: _____
 Name of Applicant: Lee Siegel
 Applicant Address: 5265 N Iris Rd, Davison MI
 Phone Number: (810) 625 0694 Email: _____
 Name of Business: Lee Siegel
 Business Address: Same
 Phone Number: (810) 625 0694 Plumbing License #: _____

LICENSE FEES	Amount	Proration	PAID
1. Sewer Installer Expires - March 31, <u>2020</u>	\$100.00		☒
2. Water Installer Expires - March 31, _____	\$100.00		☐

- Applicant must file a Performance Bond in the Amount of \$10,000.
- Applicant must maintain insurance against liability in the amounts of \$100,000 for injury to one person and \$300,000 per occurrence, and against liability for property damage in the amount of \$100,000.
- Each contractor shall maintain Workman's Compensation insurance covering all employees.

The undersigned hereby specifically agrees that any approval granted for license received after said approval is subject to revocation at any time by the Burton City Council, and that there shall be no liability on the part of the Burton City Council of the City of Burton, or any officers, members or employees of said units, because of any revocations and the granting of such approval of license does not create a vested right.

The undersigned hereby specifically agrees to abide by all provisions of Burton City Ordinance #112, adopted 8-4-69, effective 9-15-69, and all City Ordinances and Resolutions of the Burton City Council now in force or hereinafter adopted.

I, Lee Siegel (applicant) being duly sworn, state that I have read the foregoing application and exhibits therein contained and attached, by me subscribe and knowingly made the foregoing answers, statements, and representations therein contained and that said statement representations are true.

THIS APPLICATION MUST BE SIGNED BEFORE A NOTARY: _____

Signature of Applicant

Subscribed and sworn before me a Notary Public in and for the County of Genesee, State of Michigan this 24th day of June, 2019.

Bette Siegel
Notary Public

9/13/2024
Commission Expires



City of Burton
4303 S. Center Rd.
Burton, MI 48519
www.burtonmi.gov

Application for Sewer & Water Installer License

Date: 6-24-2019 License Expiration: _____
 Name of Applicant: Lee Siegel
 Applicant Address: 5265 N Irish Rd, Davison MI
 Phone Number: (810) 625 0694 Email: _____
 Name of Business: Lee Siegel
 Business Address: Same
 Phone Number: (810) 625 0694 Plumbing License #: _____

LICENSE FEES	Amount	Proration	PAID
1. Sewer Installer Expires - March 31, <u>2020</u>	\$100.00		☒
2. Water Installer Expires - March 31, _____	\$100.00		☐

- Applicant must file a Performance Bond in the Amount of \$10,000.
- Applicant must maintain insurance against liability in the amounts of \$100,000 for injury to one person and \$300,000 per occurrence, and against liability for property damage in the amount of \$100,000.
- Each contractor shall maintain Workman's Compensation insurance covering all employees.

The undersigned hereby specifically agrees that any approval granted for license received after said approval is subject to revocation at any time by the Burton City Council, and that there shall be no liability on the part of the Burton City Council of the City of Burton, or any officers, members or employees of said units, because of any revocations and the granting of such approval of license does not create a vested right.

The undersigned hereby specifically agrees to abide by all provisions of Burton City Ordinance #112, adopted 8-4-69, effective 9-15-69, and all City Ordinances and Resolutions of the Burton City Council now in force or hereinafter adopted.

I, Lee Siegel (applicant) being duly sworn, state that I have read the foregoing application and exhibits therein contained and attached, by me subscribe and knowingly made the foregoing answers, statements, and representations therein contained and that said statement representations are true.

THIS APPLICATION MUST BE SIGNED BEFORE A NOTARY: _____

Signature of Applicant

Subscribed and sworn before me a Notary Public in and for the County of Genesee, State of Michigan this 24th day of June, 2019.

Bette Bigley
Notary Public

9/13/2024
Commission Expires



Share Proof

General Liability - Aggregate

Insured

Lee Siegel
Lee Siegel
5265 N Irish Rd
Davison, MI 48423

Additional insured *

City of Burton
4303 S Center Rd
Burton, MI 48519

Type

General Liability - Aggregate

Policy number

NXTPI1UVF2-00-GL

Policy period

Jun 24, 2019 - Jun 24, 2020

Limits

General Aggregate
\$2,000,000

Deductible
\$500

E&O General Aggregate
\$50,000

E&O Per Occurrence
\$25,000

Products Completed
\$2,000,000

Rented Premises Damage
\$100,000

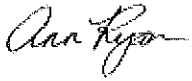
Per Occurrence

Share Proof

Share Proof

\$15,000

Authorized by



* Per the Additional Insured Automatic Status Endorsement

Terms of use ([/terms-of-use](#)) | Privacy policy ([/privacy-policy](#))
© 2018 Next Insurance Inc.

Attachment: Siegelws (4447 : Residential Sanitary Sewer & Water Installer's License)



CERTIFICATE OF LIABILITY INSURANCE

DATE 06/17/2019

J.3.a

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

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

PRODUCER Next Insurance, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext): (855) 222-5919	E-MAIL ADDRESS: support@next-insurance.com	
INSURED Lee Siegel Lee Siegel 5265 N Irish Rd Davison, MI 48423	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: State National Insurance Company, Inc.		12831
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 5129924

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NXTPI1UVF2-00-GL	06/24/2019	06/24/2020	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$15,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Errors and Omissions			NXTPI1UVF2-00-GL	06/24/2019	06/24/2020	Each Occurrence: \$25,000.00 Aggregate: \$50,000.00

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

Proof of Insurance

CERTIFICATE HOLDERLee Siegel
Lee Siegel
5265 N Irish Rd
Davison, MI 48423**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Transaction Report & Invoice

CNA Surety
 P.O. Box 957289
 St. Louis, MO 63195-7289

Principal Information: ID:

LEE C SIEGEL
 5265 N IRISH RD

DAVISON, MI 48423

Agency Code: 21-17979

F S I A Paul J Turchi
 4419 Richfield Rd
 Flint, MI 48506

YOU CAN PAY ONLINE BY VISITING ONLINEPAY.CNASURETY.COM

Transaction Description:

Transaction Effective Date: 06/10/2019

Bond/Policy #: 64674509

Written By: Western Surety Company
 Description: Sewer Digger City of Burton
 Obligor: City of Burton

Effective Date: 06/10/2019
 Expiration Date: 03/31/2020
 Current Penalty: \$10,000.00
 Renewal Method:

Gross Premium Charge: \$100.00
 Commission Amount:
 Net Amount Due: \$100.00

Change Detail:

Agent: You may remove stub below to use as a billing/credit invoice

CNA Surety

INVOICE

CO. #	BOND/POLICY #	EFFECTIVE DATE	ANNIVERSARY DATE	PROCESS DATE	PENALTY
0601	64674509	06/10/2019	03/31/2020	06/07/2019	\$10,000.00
PRINCIPAL	LEE C SIEGEL 5265 N IRISH RD, DAVISON, MI 48423				
RISK STATE	MI	WRITTEN BY Western Surety Company			
DESCRIPTION	Sewer Digger City of Burton				
OBLIGEE	City of Burton				
AGENCY CODE	\$100.00				
21-17979					

Your agent is: F S I A Paul J Turchi
 4419 Richfield Rd
 Flint, MI 48506

Western Surety Company

0003001 02117979000006102019 00601006467450900 00000001000003

BOND NO. 64674509SEWER DIGGER'S BOND

KNOWN ALL MEN BY THESE PRESENTS: That We, LEE C SIEGEL _____ of the City, _____ Township or Village of DAVISON _____, State of Michigan _____, hereinafter called the Principal and WESTERN SURETY COMPANY _____, hereinafter called the Surety, a corporation organized under the laws of the State of _____ South Dakota _____, with its home office in the City of Sioux Falls _____, in the said state are held and firmly bound unto the City of Burton, a Municipal Corporation of the State of Michigan, hereinafter called the Obligee, in the sum of Ten Thousand and no/100ths Dollars (\$10,000.00), lawful money of the United States of America; for the payment whereof to the Obligee, the Principal/Principals bind (s) himself/themselves, his/their heirs, executors, administrator, successors and assigns, and the surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the above named Principal is about to engage in the business of tapping and making connections with sewers and other service pipes and excavating for that purpose within the streets, lanes and alleys of the City of Burton in accordance with the provisions of Ordinance No. 56 as amended, entitled, "An Ordinance providing for the operation of Public Sewers and Sewer Systems within the City of Burton, connections thereto and use thereof; Providing penalties for violations, and providing for other related matters." Adopted August 4, 1969, and has made application for a license therefore as provided in said ordinance during the period between ~~April 1st~~ ^{June 10th} 2019 _____, and March 31, 2020 _____. Therefore, if the above named Principal shall well and faithfully comply with all the provisions of said ordinance and those of all other ordinances of the City of Burton relative to said business and shall save and keep harmless the said City of Burton from any and all claims or suits for damages resulting from any violation thereof by him or his employees in case such license is issued, then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 7th _____ day of June _____ A.D., 2019 _____.



(Power of Attorney with seal thereon, must be attached)

Principal _____

BY: _____

WESTERN SURETY COMPANY
Surety

BY Paul T. Brufat
(Attorney-in-fact)

Paul T. Brufat, Vice President

Attachment: Siegelws (4447 : Residential Sanitary Sewer & Water Installer's License)

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Sewer Digger City of Burton

bond with bond number 64674509

for LEE C. SIEGEL

as Principal in the penalty amount not to exceed: \$ 10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 7th day of June, 2019.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

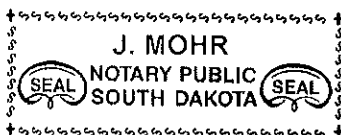
Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 7th day of June, 2019, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to www.enasurety.com > Owner/Obligee Services > Validate Bond Coverage.



CITY OF BURTON
4303 S. CENTER RD.
BURTON, MI 48519
Phone : 810-743-1500
WWW.BURTONMI.GOV

Received From:
LEE SIEGEL

Date: 06/24/2019 Time: 1:55:47 PM
Receipt: 110615199 *** REPRINT ***
Cashier: BICEV
Workstation: Drawer: 1

ITEM REFERENCE	AMOUNT
S-PERMT SEWER PERMIT	
5090-0000-610.0000	\$100.00
TOTAL	\$100.00
CHECK 515	\$100.00
Total Tendered:	\$100.00
Change:	\$0.00



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

Meeting: 07/01/19 07:00 PM
Department: Clerk's Office
Category: License
Prepared By: Bette Bigsby
Department Head: Bette Bigsby

J.4

SCHEDULED

AGENDA ITEM (ID # 4446)

DOC ID: 4446

**Approve and Authorize the request for Residential Sanitary
Sewer & Water Installer's License for D & M Services Pro,
LLC, 422 W. Rising St, Davison, MI 48423**

ATTACHMENTS:

- D&M Services (PDF)



City of Burton
4303 S. Center Rd.
Burton, MI 48519
www.burtonmi.gov

Application for Sewer & Water Installer License

Date: 5/1/19 License Expiration: 7-1-1920
Name of Applicant: Michael Dickerson
Applicant Address: 9393 E Atherton Rd, Davison, MI 48423
Phone Number: (810) 691-8850 Email: mike@dm.servpro.com
Name of Business: D+M Services Pro LLC
Business Address: 422 W Rising St, Davison, MI 48423
Phone Number: (810) 653-7169 Plumbing License #: _____

LICENSE FEES	Amount	Proration	PAID
1. Sewer Installer Expires - March 31, _____	\$100.00		☒
2. Water Installer Expires - March 31, _____	\$100.00		☒

- Applicant must file a Performance Bond in the Amount of \$10,000.
- Applicant must maintain insurance against liability in the amounts of \$100,000 for injury to one person and \$300,000 per occurrence, and against liability for property damage in the amount of \$100,000.
- Each contractor shall maintain Workman's Compensation insurance covering all employees.

The undersigned hereby specifically agrees that any approval granted for license received after said approval is subject to revocation at any time by the Burton City Council, and that there shall be no liability on the part of the Burton City Council of the City of Burton, or any officers, members or employees of said units, because of any revocations and the granting of such approval of license does not create a vested right.

The undersigned hereby specifically agrees to abide by all provisions of Burton City Ordinance #112, adopted 8-4-69, effective 9-15-69, and all City Ordinances and Resolutions of the Burton City Council now in force or hereinafter adopted.

I, Michael Dickerson (applicant) being duly sworn, state that I have read the foregoing application and exhibits therein contained and attached, by me subscribe and knowingly made the foregoing answers, statements, and representations therein contained and that said statement representations are true.

THIS APPLICATION MUST BE SIGNED BEFORE A NOTARY: _____

Signature of Applicant

Subscribed and sworn before me a Notary Public in and for the County of Genesee, State of Michigan this 1st day of May, 2019.

Kristyn Magee
Notary Public

10/7/2022
Commission Expires

GRANITE RE, INC.

14001 Quailbrook Drive, Oklahoma City, Oklahoma 73134

BOND # GRMI26617B

LICENSE AND PERMIT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, D & M Services Pro, LLC,
 as Principal, and **GRANITE RE, INC.**, a corporation duly incorporated under the laws of the State of Oklahoma, as
 Surety, are held and firmly bound unto City of Burton,
 as Obligee, in the penal sum of Ten Thousand and 00/100***** DOLLARS
 (\$ 10,000.00) for the payment of which we hereby bind ourselves, our heirs, executors
 and administrators, jointly and severally by these presents.

THE CONDITION of this bond is such that the said Principal has applied for a license as a
Sewer and Water Installer

in accordance with the requirements of ordinances of said Obligee, and has agreed to hold said Obligee harmless from
 suffering and loss or damage occasioned by said Principal's failing to comply with any provisions of any ordinances
 applicable to the work performed by said Principal.

NOW THEREFORE, if said Principal shall faithfully perform all the duties according to the requirements of
 the Ordinances regulating said license, and protect said Obligee from and damage as hereinbefore stated, then this
 obligation shall be null and void; otherwise to remain in full force and effect.

This bond may be terminated as to future acts of the Principal upon thirty (30) days written notice by the
 Surety. Otherwise, this bond expires at midnight May 1, 2020.

Dated this 1st day of May 2019

Witness:

D & M Services Pro, LLCPrincipal

By: _____

GRANITE RE, INC.SuretyBy: Connie SmithConnie SmithAttorney in Fact

Karla K. Heffron
 Karla K. Heffron, witness

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH; KORY MORTEL its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH; KORY MORTEL may lawfully do in the premises by virtue of these presents.

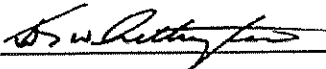
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 27th day of June, 2018.

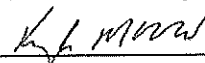


STATE OF OKLAHOMA)

) SS:

COUNTY OF OKLAHOMA)

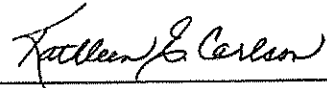

Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 27th day of June, 2018, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.



My Commission Expires:
August 8, 2021
Commission #: 01013257


Notary Public

GRANITE RE, INC.

Certificate

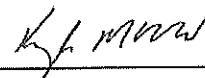
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

1st day of May, 2019




Kyle P. McDonald, Secretary/Treasurer

D&M SERVICES PRO LLC

WWW.COMPUCHECKS.COM 434 358 5581

J.4.a

City of Burton

5/2/2019

5404

Sewer and Water Installer Fees

200.00

Elga - Business Chec

200.00

CITY OF BURTON
4303 S. CENTER RD.
BURTON, MI 48519
Phone : 810-743-1500
WWW.BURTONMI.GOV

Received From:
D&M SERVICES PRO LLC

Date: 06/19/2019 Time: 12:17:07 PM
Receipt: 110614972 *** REPRINT ***
Cashier: 305
Workstation: Drawer: 1

ITEM REFERENCE	AMOUNT

LICENSE LICENSE FEES	
WATER	
1001-0000-450.0000	\$100.00
LICENSE LICENSE FEES	
SEWER	
1001-0000-450.0000	\$100.00

TOTAL	\$200.00
CHECK 5404	\$200.00
Total Tendered:	\$200.00
Change:	\$0.00

Attachment: D&M Services (4446 : Residential Sanitary Sewer & Water Installer's License)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2019

J.4.a

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

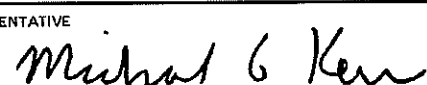
COVERAGES **CERTIFICATE NUMBER: 29** **REVISION NUMBER: 0**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	Y	N	6048765	05/21/2019	05/21/2020	EACH OCCURRENCE	\$1,000,00
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,00
							MED EXP (Any one person)	EXCLUDE
							PERSONAL & ADV INJURY	\$1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,00
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMPI/OP AGG	\$2,000,00
	OTHER:							
A	☒ AUTOMOBILE LIABILITY	N	N	6048765	05/21/2019	05/21/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,00
	☒ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ EXCESS LIAB						EACH OCCURRENCE	
	☐ DED ☐ RETENTION						AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A	6048766	05/21/2019	05/21/2020	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$500,00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$500,00
							E.L. DISEASE - POLICY LIMIT	\$500,00

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

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

CERTIFICATE HOLDER 150-042-0 CITY OF BURTON 4303 S CENTER RD BURTON, MI 48519-1449	CANCELLATION 29 0 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



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

Meeting: 07/01/19 07:00 PM
Department: Clerk's Office
Category: Appointment
Prepared By: Bette Bigsby
Department Head: Bette Bigsby

J.5

SCHEDULED

AGENDA ITEM (ID # 4445)

DOC ID: 4445

Approve and authorize the Mayor's appointment of Ann Abbey, 4260 Meadows Ave, Grand Blanc, MI 48439 to the position of Burton City Assessor

ATTACHMENTS:

- FowlerAbbeyresignappli (PDF)



City of Burton

4303 SOUTH CENTER ROAD • BURTON, MI 48519

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

MEMORANDUM

June 24, 2019

From: Mayor Paula Zelenko *PZ*

To: Burton City Council

RE: City Assessor

The purpose of this memorandum is to request confirmation to my appointment of a new City Assessor.

Mr. William (Bill) Fowler has rendered his letter to discontinue services as the City of Burton City Assessor effective July 1, 2019. As you are aware, Bill has accepted the role of Equalization Director for Ingham County and it was no surprise that he would be leaving Burton this summer.

With Mr. Fowler's departure, the State of Michigan requires notice of the change of our Assessor. The July Board of Review commences on July 22, 2019. Pursuant to City of Burton Charter Section 8.4 (c), the Assessor serves as the Clerk to the Board of Review. All petitions and Board of Review action forms must be signed by the Assessor/Clerk.

I have offered the position to Mrs. Ann Abbey and she has accepted under the condition that she remain in the current MERS Defined Benefit plan. As a long time employee, I believe Mrs. Abbey's request is fair, reasonable, and we have done the same for other employees who have accepted promotions.

Because Mrs. Abbey will be working as a fulltime City Assessor, I do not believe that there is a need to fill the deputy position at this time. I would leave that decision to the new mayor and Ann.

Please note that the following action item is placed on your agenda:

Approve and authorize the confirmation of the Mayor's appointment of Ann Abbey, * 4260 Meadows Ave, Grand Blanc, MI 48439 to the position of Burton City Assessor.

The correspondence from Mr. Fowler and from Mrs. Abbey are in your agenda packet. As you can see, Mrs. Abbey is well qualified and comes on the recommendations of Mr. Fowler. Should you have any questions, please feel free to call me or Mr. Hayman. Thank you in advance for your consideration.

CC: Amanda Doyle, City Attorney, Richard Hayman, Chief of Staff, Sue Warren, Human Resources
Bette Bigsby, Benefits Representative

(*Point of clarification - Mrs. Abbey's address of residency is within the City of Burton boundaries.)

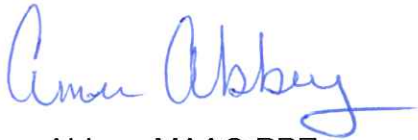
June 20, 2019

Dear Mayor Zelenko:

Please accept this letter as my application of interest in the City of Burton Assessor's position. Mr. William Fowler, suggested that I contact you regarding the open Assessor's position with City of Burton. My educational background in Assessing, along with my professional experience, makes me an excellent candidate for this position.

As you will see from the enclosed resume, I have more than 11 years of experience in the field of Assessing. My resume shows that I have been consistently rewarded for my hard work, with promotions and increased responsibilities. These rewards are a direct result of my expertise in Assessing, my commitment to personal and professional excellence, and my excellent written and oral communication skills.

Sincerely,



Ann Abbey, MAAO PPE

Enclosure

Attachment: FowlerAbbeyresignappli (4445 : Appointment of Assessor)

Ann Abbey

4260 Meadows Ave, Grand Blanc, MI 48439 | 810-347-8798 | aabbey1228@yahoo.com

Objective

To become the Assessor and continuing to be a valuable employee of the City of Burton

Education

MAAO/ September 2018/ Michigan State Tax Commission
High School Diploma/ May 1985/ Grand Blanc High School

Work Experience:

Deputy Assessor/City of Burton/March 2019-Current

- Assists City Assessor in the Day to Day Management
- Payroll
- Supervision of Staff
- Works in Conjunction with the City Assessor to Provide Technical and Administrative Assistance, Including Research, Planning and Negotiations Support for Tax Appeals
- Supervises Parcel Splits, Combinations and Deletions. Prepares, Analyzes and Supervises Sale Ratio Studies and Reports as Needed. Implements Property Tax Exemptions, and Economic Development Agreements
- Assistant to the City Assessor
- Gather, Edit & Sort Property Sales Data
- Defend the Accuracy of Assessments When Owners Challenge Them
- Assists in the Preparation of Department Budget Recommendations
- Advises & Assists in Developing the Departmental Direction, Priorities, Goals and Objectives to Meet City and Departmental Needs
- Stays Abreast of Local Property Value Trends and Current Trends of the Real Estate Assessment Profession
- Assumes Responsibility for the Professional and Efficient Operation of the Office in the Absence of the Assessor
- Plans and Organizes Work According to Standard Office Procedures
- Prepares Reports for Mayor and Boards at the Direction of the City Assessor
- Assists in Management and Overseeing the City-Wide Property Revaluation Projects
- Preparing and Maintaining Departmental Records, Files and Documentation

Appraiser II/City of Burton/March 2010-Current

- Assisting the Residents with All Property Valuation Question
- BS&A Assessing. Net, APEX, Microsoft Office Programs
- Land Combination of Parcels
- Lot Splits of Parcels
- Rewriting of Legal Descriptions
- Inspections of All Properties in the City of Burton
- MTT's (Small Claims)
- Personal Property Assessments and Canvas

Attachment: FowlerAbbeyresignappli (4445 : Appointment of Assessor)

- Real Property Assessments
- Drawing of All Buildings in the City of Burton
- Preparation of the Ad Valorem Roll
- Preparation of the special assessment roll
- March, July and December Board of Review
- Commercial and Industrial Property Assessments
- IFT's DDA, Browns Fields and Pilot programs
- Income Approach of Qualifying Properties
- Assisting the Treasurer with the Balancing of the Tax Roll

Clerk Typist/City of Burton/December 7, 2007-2010

- Assisting the Residents with Water Bill Questions
- Assisting the Residents with Tax Bill Questions
- Meter in's and out's
- Cash Receipting
- Invoices
- Balancing of Special Assessments

REFERENCES:

Charles Smiley/ past State Rep, past City of Burton Mayor/810-730-9569
Bill Fowler/City of Burton Assessor, Flint Township Assessor/517-290-0166
Linda Spearling/ Mt. Morris Township Assessor/810-785-1054

WILLIAM E. FOWLER
1064 Buckingham Road
Haslett, MI 48840

June 20, 2019

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

Dear Mayor Zelenko,

Please accept this letter as notification of my intent to discontinue services to the City of Burton as City Assessor effective July 1, 2019. I believe it is in the best interest of the City and my staff that administration begin the process to secure and fill the City Assessor position on a full-time basis.

Per the Michigan State Tax Commission, the City of Burton Assessor's position requires a Michigan Advanced Assessing Officer (MAAO) level of certification.

Currently the City has two pending 2018 MTT appeals. The small claims appeal hearing for Finesse Industries (MTT 18-000730) is scheduled for a telephonic on Thursday, June 27, 2019. The call for this appeal will be made to my workstation in Mason. The entire tribunal appeal for Osterholtzer Investments (MTT 18-001501) has been amended to include 2019, but is scheduled for a valuation disclosure and prehearing statement to be filed on July 8, 2019. I will continue to work Ann as this appeal moves forward. The first 2019 appeals have been filed. Center Road Medical Group (MTT 19-000356). The City's response has filed with the MTT and Mr. George Rizzik II (Petitioner's Attorney). Lowe's Home Center (MTT 19-001073) has also filed an appeal with the MTT.

The filing deadline for 2019 entire tribunal appeals was Friday, May 31, 2019. The filing deadline for small claims appeals is July 31, 2019. I will continue to assist Ann with any necessary filings as the City receives notification.

Genesee County has issued the 2019 Millage Reduction Fractions (MRF). Both the City of Burton and the City of Burton DDA will have a MRF of 1.0000. There will be no roll-back to the maximum allowable millages for possible levy. This confirms what Karen Mopfitt and I had tentatively calculated as she was preparing the upcoming budget. The Tax Rate Request form (L-4029) can be prepared by either Karen or Ann after the City Council has adopted the 2019 Millage Rates.

It has been my pleasure to work and be associated with an outstanding group of co-workers at the City of Burton. I will truly miss Ann, Angela, and Amy. They are "family." Even though I will no longer be the assessor of record for the City, I will continue to provide assistance.

Respectfully,



Bill

Attachment: FowlerAbbeyresignappli (4445 : Appointment of Assessor)



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

Meeting: 07/01/19 07:00 PM
Department: Clerk's Office
Category: Appointment
Prepared By: Bette Bigsby
Department Head: Bette Bigsby

J.6

SCHEDULED

AGENDA ITEM (ID # 4444)

DOC ID: 4444

**Approve and authorize the Appointment of Mary Kay
Millenbach, 1438 Clairwood Drive, Burton, MI 48509, to the
Election Commission with a term ending July 1, 2023.**

ATTACHMENTS:

- Millenbach (PDF)



City of Burton
4303 S. Center Road
Burton, MI 48519
810-743-1500
www.burtonmi.gov

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

NAME: Millenbach Mary Kay
(Please Print) (Last) (First) (Middle Initial)

HOME ADDRESS: 1438 Clairwood Dr. Burton 48509 810515-0714
(Street) (City/Zip) (Phone)

EMAIL ADDRESS: mkmillenbach@yahoo.com

HOW LONG HAVE YOU LIVED IN BURTON? 6 yrs ARE YOU A U.S. CITIZEN: yes

DO YOU WORK IN BURTON? yes LENGTH OF TIME EMPLOYED IN BURTON: just retired abt. 1 yr

If you work in Burton, please list the name and address of the business:
General Optical 1235 S. Center Rd 810744-1950
(Business Name) (Number/Street) (Phone)

PLEASE LIST WHICH BOARD/COMMISSION YOU ARE INTERESTED IN: Election Commission

WHAT SPECIALTIES/EXPERIENCE/EDUCATION DO YOU BRING TO THIS BOARD/COMMISSION:
(Attach additional sheet if necessary)

Longtime volunteer for Scouts.
Volunteer with A.B. Township Police Dept. National Night Out

LIST ANY CIVIC/COMMUNITY ACTIVITIES THAT ARE YOU INVOLVED IN:
(Attach additional sheet if necessary)

Scoutmaster - Scouts BSA, Venturing Crew 176
Committee Chairperson, Chaplain - Troop 176

Please return this form to the City Clerk's Office at the above address for processing. This information will be provided to the City Council, on a public agenda, for the use in making appointment to the various Boards and Commissions at the City Council Meeting.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Mary Kay Millenbach
(Signature)

6-17-19
(Date)



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

Meeting: 07/01/19 07:00 PM
Department: Department of Public Works
Category: Resolution
Prepared By: Amber Abbey
Department Head: Bette Bigsby

J.7

SCHEDULED

AGENDA ITEM (ID # 4449)

DOC ID: 4449

Approve and authorize the Resolution 2019- of Intent to Sell the City Owned Properties.

ATTACHMENTS:

- 2019 resolution intent to sell (1)- final version (DOCX)

CITY OF BURTON
GENESEE COUNTY, MICHIGAN

RESOLUTION 2019 - _____

**A RESOLUTION OF INTENT TO SELL CITY-OWNED
REAL PROPERTY BY SEALED BIDS AND
CONDITIONAL PURCHASE AGREEMENTS**

WHEREAS, Section 32.19 of the Codified Ordinances of the City of Burton establishes a procedure for the sale of City-owned real property not identified as necessary for public purposes; and

WHEREAS, the City's Department Heads, including the Assessor, have identified certain parcels now owned by the City which they believe will not be utilized for any public purpose; and

WHEREAS, the City Council of the City of Burton, in accordance with the above-referenced land sales procedure and the City Charter of the City of Burton, desires to identify those parcels to be made available for sale and to authorize the sale of said parcels;

NOW THEREFORE, BE IT RESOLVED that all real property identified as not necessary for a public purpose received by the City of Burton shall be offered for sale by the City by means of sealed bids; and

BE IT FURTHER RESOLVED that the following properties will, therefore, be offered for sale on a sealed bid basis and sold with a minimum bid equal to or greater than sale price set in accordance with 32.19 of the codified ordinance set forth below:

Parcel	Address
59-12-526-052	1416 KRA NUR Dr
59-13-503-005	6076 LAPEER RD
59-15-300-006	4080 LAPEER RD
59-21-577-004	2292 TERM ST
59-22-529-038	2084 BRAMBLEWOOD DR
59-24-501-127	6111 SANDY LN
59-25-555-028	6119 NELSON CT
59-28-501-064	3093 SHAW ST
59-29-552-046	3478 BARCY CT

Attachment: 2019 resolution intent to sell (1)- final version (4449 : Intent to Sell)

59-29-577-002	3284 S DORT HWY
59-30-576-002	3380 S SAGINAW ST
59-30-578-068	1463 DONOVAN ST
59-28-528-222	THREAD CREEK BLVD
59-30-577-119	DECAMP ST
59-30-577-214	CARMAN ST
59-30-578-247	CONNELL ST
59-32-501-172	BERGIN AVE

BE IT FURTHER RESOLVED that the Purchasing Agent shall advertise for sealed bids for the above identified properties by placing an advertisement in the Burton View and in the Grand Blanc View not less than fifteen (15) days prior to the deadline for the submission of sealed bids, and by the placement of a copy of the Resolution or Notice of the Adoption of Resolution of Intent to Sell along with a listing of all properties to be offered for sale by sealed bid on the official website of the City of Burton.

BE IT FURTHER RESOLVED that this Resolution shall be first approval of the sale of City owned property and it, in its final form, shall be transferred to the office of the City Clerk for a period of not less than twenty-eight (28) days at which time the matter of the sale of City owned real property may once again be placed on the City Council agenda for consideration,

BE IT FURTHER RESOLVED that sealed bids for any of the properties above listed shall be received by the City of Burton on a date specified on the notice. Immediately thereafter all sealed bids received will be publicly opened and read aloud.

BE IT FURTHER RESOLVED that each sealed bid shall be accompanied by a certified check, cashier's check, or money order made payable to the City of Burton in an amount not less than ten percent (10%) of the total bid.

BE IT FURTHER RESOLVED that all properties receiving bids in conformance with the requirements set forth in the Resolution shall be presented to the Burton City Council. The City Council may award the property to the highest qualified bidder, but may elect to reject all bids and may further elect to waive any irregularities in any of the bids received. Deposits accompanying any unsuccessful bids shall be returned to the bidders within forty-eight (48) hours.

BE IT FURTHER RESOLVED that all bids accepted by Council shall be accepted by separate Resolution approved by five (5) or more members of the Burton City Council pursuant to City Charter Section 11.3 and shall be considered the second and final approval and, if the sale, acceptance of bid, or other disposal is approved by the affirmative vote of five (5) or more members of the City Council, closing shall be scheduled within fifteen (15) days thereafter.

BE IT FURTHER RESOLVED that any parcel subject to the sealed bid sales procedure which is not sold shall thereafter be available for sale at the pre-approved cash sale price in accordance with Subsection 32.19(B)(1) of the City's Codified Ordinances.

BE IT FURTHER RESOLVED that the Purchasing Director is hereby authorized to accept Conditional Purchase Agreements subject to the adoption of a Resolution Authorizing Sale approved by five (5) or more members of City Council which shall give final authorization to consummate approved sales.

BE IT FURTHER RESOLVED that any proposed sale of City owned real property not specifically identified by this Resolution, or upon terms other than a cash sale, shall be completed in accordance with Section 11.3 of the Charter of the City of Burton.

THIS RESOLUTION IS DECLARED ADOPTED.

Ayes: _____
 Nays: _____
 Absent: _____

I certify that the foregoing is a true and accurate copy of a Resolution adopted by the City Council of the City of Burton Genesee County, Michigan, at its regular meeting held on the ____ of _____, 2019, at the Burton City Hall, 4303 S. Center Road, Burton, Michigan 48519.

 BETTE BIGSBY, ACTING CITY CLERK

Attachment: 2019 resolution intent to sell (1)- final version (4449 : Intent to Sell)



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

Meeting: 07/01/19 07:00 PM
Department: Clerk's Office
Category: Events
Prepared By: Bette Bigsby
Department Head: Bette Bigsby

J.8

SCHEDULED

AGENDA ITEM (ID # 4459)

DOC ID: 4459

Approve and authorize Resolution 2019- for road closures for Bikes on the Bricks on September 7, 2019.

ATTACHMENTS:

- [bikesonbricks](#) (PDF)

RESOLUTION

To be used by Governmental Units in Connection with
Applications to Construct, Operate, Use and/or Maintain
Within the Right-of-way; or to Close a County Road.

(Note: It is not necessary to use this form when
submitting a Resolution. It may be used as
a sample of adequate wording and content for
Permit Resolutions)

RESOLVED, that the Bikes on the Bricks, Inc. (title) is hereby authorized to make

Application to the Genesee County Road Commission on behalf of the City (City, Twp.)
of Burton (name) in the county of Genesee Michigan for the

necessary permit(s) to Allow a police escorted ride (description of what is desired)
Attherton Rd w/B to RED Arrow

(Temporary blocking of intersections)

On September 7, 2019 at approximately 10 to 1 pm
within the right-of-way of County Roads _____

and that the City (City, Twp.) of Burton (name) in the County of Genesee

Michigan will faithfully fulfill all permit requirements, and will indemnify and save
harmless all persons from claims of every kind arising out of operations authorized by
such permit(s) as is (are) issued. I HEREBY CERTIFY that the foregoing is a true copy

of a resolution adopted by the _____ (name of governing body) at a _____ (regular, special)
meeting held on the _____ day of _____ A.D. 20_____.

Signed _____

Title _____

Attachment: bikesonbricks (4459 : Bikes on the Bricks)

Flint Police Bikes on the bricks committee

When the resolution has been signed and ready for pick up

Please contact:

Officer Steven Wheeler @ 810 237-6892

Or

Sgt. Nicole Reid @ 810 237 – 6891.

You can also email the forms to Swheeler@cityofflint.com or
Nreid@cityofflint.com

Thank You!



PERMIT NO. _____
DATE _____
FEE _____ REC. _____

THE BOARD OF COUNTY ROAD COMMISSIONERS of the COUNTY OF GENESEE, MICHIGAN
Phone: 767-4920 Ext. 246 211 West Oakley Street -- Flint, MI 48503-3995

www.gcrc.org

APPLICATION AND PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN WITHIN
THE RIGHT-OF-WAY; OR TO CLOSE A COUNTY ROAD

If a contractor is to perform the construction entailed in this application and permit and is supplying the deposit, he will fill out the information block provided and thereby assume responsibility, along with the applicant, for any provisions of this application and permit which apply to him.

Burton city Bike's on the bricks
Applicant's name (Property Owner, Corp., City, Twp., Etc.) (Date) Contractor's name (Individual, Company, Etc.) (Date)

4303 S. Center Road G3360 S. Dort Hwy
Applicant's Mailing Address Contractor's Mailing Address

Burton, MI 48529 Burton, MI. 48529
Applicant's Phone Number Contractor's Phone Number

Applicant's Signature (If other than Property Owner, give Title) Contractor's Signature (If signing for Contractor, give title)

The above named applicant hereby makes application for a permit to Construct, Operate, Use and/or Maintain within the right-of-way; or close a County Road.

House No. Road Township

the exact location is as follows:

(In rural areas give distance and direction from nearest main intersection)

The above stated intentions will be carried out in the manner applied for and in accordance with plans, specifications, and statements filed with the Genesee County Road Commission as part of this application and if said permit is granted, the above named applicant agrees to do the following:

Reviewed by	Appr.	Dis-Appr.
Constr.		
Design		
Maint		
P & SS		

1. To operate and maintain the structure covered by this permit at no expense to the Genesee County Road Commission.
2. Give written notice to the Permit Department of the Genesee County Road Commission at least five (5) days prior to commencement of operations covered by this permit.
3. In any and all operations under this permit, meet all requirements of the Genesee County Road Commission Specifications and Supplemental Specifications set forth on the reverse side of this application and permit.
4. Take, provide and maintain all necessary precautions to prevent injury or damage to persons and property from operations covered by this permit and use safety devices which are approved by the Genesee County Road Commission.
5. Save harmless the Genesee County Road Commission against any and all claims for damages arising from operations covered by this permit and upon request, furnish proof of insurance coverage or a protective liability policy naming the Genesee County Road Commission as insured for the term of this permit for _____ personal injury and _____ property damage for operations covered by the permit.
6. Surrender the permit herein applied for, cease operations, and surrender all rights thereunder whenever notified to do so by the Genesee County Road Commission because of their need for the area covered by the permit or because of a default in any of the conditions or the permit.
7. Immediately remove, alter, and relocate at applicant's own expense the facility for which this permit is granted, if requested by the Genesee County Road Commission to do so. Upon failure to remove, alter, relocate or surrender the facility pursuant to the request of the Genesee County Road Commission, reimburse the Genesee County Road Commission for its cost in doing same.
8. Upon request, file a certified check in the sum of _____, acceptable to the Genesee County Road Commission and conditioned upon performance of the conditions of the permit and compliance with all requirements of law. (Rec. No. _____)
9. Give notice to public utilities in accordance with Act 53, PA 1974 and comply with each of the requirements of that act.

RECOMMENDED FOR ISSUANCE:	
Investigator	(Date)

10. The period applied for and granted in this application and permit covers activity within the right-of-way. The obligation to operate, use and/or maintain the facility to the satisfaction of the Genesee County Road Commission remains in force as long as the facility exists and is within an area under the jurisdiction of said Commission.

GENESEE COUNTY ROAD COMMISSION

By _____
MANAGER-DIRECTOR

NOTE: This Permit does not relieve applicant from meeting any applicable requirements of law or of other public bodies or agencies.

Attachment: bikesonbricks (4459 : Bikes on the Bricks)

2019 BIKES ON THE BRICKS MOTORCYCLE RIDE ROUTE

AUSTIN PARKWAY N/B TO HOGARTH AVE

HOGARTH AVE W/B TO AUGUSTA/ARLENE

AUGUSTA/ARLENE W/B TO GRAHAM

GRAHAM N/B TO COURT ST

COURT ST W/B TO ELMS RD

ELMS RD S/B TO REID RD

REID RD E/B TO JENNINGS RD

JENNINGS RD S/B TO GRAND BLANC RD

GRAND BLANC RD E/B TO TORREY RD

TORREY RD S/B TO BALDWIN RD

BALDWIN RD E/B TURNS INTO GALE RD (HEAD NORTH)

GALE RD TO HEGEL RD TURN LEFT (HEAD NORTH) TURNS BACK INTO GALE RD

GALE RD N/B TURNS INTO PERRY RD (HEAD WEST)

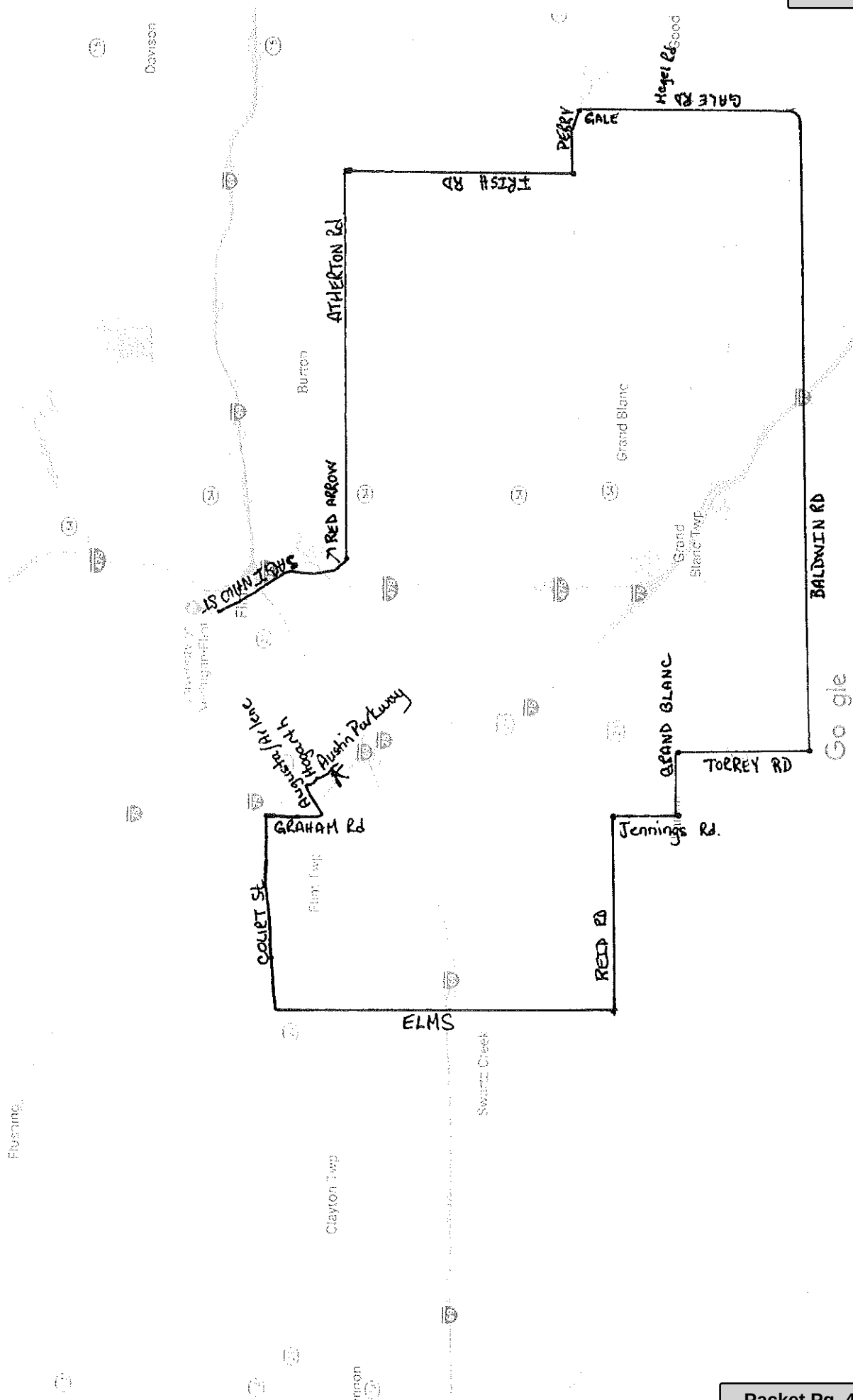
PERRY RD W/B TO IRISH RD

IRISH RD N/B TO ATHERTON RD

ATHERTON RD W/B TO RED ARROW

RED ARROW N/W TO SAGINAW ST

SAGINAW ST N/B TO DOWNTOWN FLINT





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/20/2019

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

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

PRODUCER Al Bourdeau Insurance Agency - Flint 3635 Davison Road Flint MI 48506		CONTACT NAME: Tanya Howell PHONE (A/C, No, Ext): (810) 742-3411 FAX (A/C, No): (810) 742-0105 E-MAIL: tanya@albourdeau.com ADDRESS:	
INSURED Bikes On The Bricks G3360 S Dort Hwy Burton MI 48529-1418		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 15350	

COVERAGES

CERTIFICATE NUMBER: GL1962057897

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			1937570	07/16/2019	07/16/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

Sgt. Reed

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



SCHEDULED

AGENDA ITEM (ID # 4451)

DOC ID: 4451

Approve and authorize the sale of Vacant Lot - Judd Rd., Parcel No. 59-32-504-055, to give first and final approval for the sale of this improved parcel to Matthew Kimball, 5908 Interbay Blvd., Tampa, FL 33611 for the sum of \$50 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Kimball PA 055 (PDF)

CONDITIONAL PURCHASE AGREEMENT

Conditioned upon City Council Approvals with possible Combination with Adjacent Parcel

Section 11.3 of the Burton City Charter requires the Burton City Council to approve all land sales 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 Matthew Kimbell, ~~husband and wife/a single~~ man/~~woman~~, of 5908 Interbay Blvd., Tampa, FL Michigan 33611 as Purchaser(s), agree to purchase, the following described real property located in the City of Burton, Genesee County, Michigan being legally described as:

Legal Description(s) LOT 521 DURANT HEIGHTS

More commonly known as: Vacant Lot on Judd Rd.

Permanent Parcel #: 59-32-504-055

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

1. **PURCHASE PRICE:**

The Purchase Price for the above described property shall be \$ 50.00 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 that all sales of City owned property must be approved by the Burton City Council. 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 the 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 Quit Claim Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Quit Claim Deed.**

4. **Supplemental Conditions:**

- a. Purchaser acknowledges and stipulates that Purchaser shall be solely responsible for the maintenance of the property from the date of closing forward, this shall include lawn mowing, tree upkeep, junk removal, brush, and any other violations of the City of Burton Ordinances.
- b. Purchaser further acknowledges and stipulates that said maintenance shall be at the sole expense of the Purchaser and Seller shall not bear any liability therefrom.

- c. Purchaser further acknowledges that if they are the adjacent property owner, they must combine the purchased parcel with their principle parcel within 30 days of the date of closing. (as set forth in section 5 of the agreement)

5. **COMBINATION OF PARCELS/ Reversionary Clause/ Election of Remedies:**

- a. Purchaser acknowledges and stipulates that Purchaser shall cause to be combined the purchased parcel that is the subject of the Agreement and the adjacent principle parcel within 30 days of compliance with paragraph 4, above.
- b. Purchaser further acknowledges and stipulates that said parcel combination shall be the sole responsibility and at the sole expense of the Purchaser and Seller shall not bear any liability therefrom.
- c. Purchaser further acknowledges and stipulates that in the event that the subject parcels have not been combined as set forth in subparagraph 5(a), irrespective of compliance with paragraph 4, above, the property shall either revert back to the Seller and any and all money deposited by Purchaser shall be retained by the Seller or the City may institute legal action to compel combination of the parcels, at the City's sole election. ***Purchaser shall be responsible for all fees**, legal and otherwise, associated with the reversion of the property to the Seller in the event Purchaser does not voluntarily transfer title back to the Seller and legal proceedings are necessary to obtain title or in the event legal proceedings are necessary to compel specific performance of the combining of the parcels.

6. **TITLE:**

- a. Seller does not warrant title. Purchaser is responsible to obtain evidence of satisfactory title. Seller will not provide title insurance.
- b. 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.

7. **CONDITION OF PREMISES:**

Purchaser acknowledges, notwithstanding paragraph 4, above, 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.

8. **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.

9. **ENTIRE CONTRACT:**

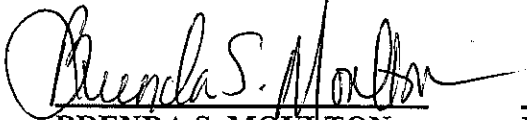
Seller and Purchaser agree that they have read this document, that they understand its terms and agree to be bound thereby, and that there are no other agreements in writing or otherwise between them concerning the subject of this contract, and that this contract embodies the complete and entire agreement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

10. 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.

11. MISCELLANEOUS PROVISIONS:

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

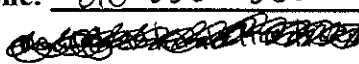
SIGNED IN THE PRESENCE OF:**SELLER:
THE CITY OF BURTON**

BRENDA S. MOULTON

BY: PAULA ZELENKO, MAYOR_____
DATE_____
BY: BETTE BIGSBY, ACTING CLERK_____
DATE**PURCHASER:**

Matthew Kimball 
Name: _____

6/17/19
DATE

Address: 5908 Interbay Blvd.
Tampa, FL 33611

Phone: 810-836-5862


Name:_____
DATE



SCHEDULED

AGENDA ITEM (ID # 4452)

DOC ID: 4452

Approve and authorize the sale of Vacant Lot - Atherton Rd., Parcel No. 59-28-528-007, to give first and final approval for the sale of this improved parcel to Cherry Atherton Properties, 5904 Dixie Highway, Clarkston, MI 48346 for the sum of \$500 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Cherry Atherton Properties PA 007 (PDF)

CONDITIONAL PURCHASE AGREEMENT

Conditioned upon City Council Approvals with possible Combination with Adjacent Parcel

Section 11.3 of the Burton City Charter requires the Burton City Council to approve all land sales 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 Cherry Atherton Properties, husband and wife/a single man/woman, of 5904 Dixie Highway, Clarkston, Michigan 48346, as Purchaser(s), agree to purchase, the following described real property located in the City of Burton, Genesee County, Michigan being legally described as:

Legal Description(s) Lots 1 and 2 BIK B South Gate

More commonly known as: Vacant lot - Atherton Rd.

Permanent Parcel #: 59-28-528-007

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

1. **PURCHASE PRICE:**

The Purchase Price for the above described property shall be \$ 500.00 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 that all sales of City owned property must be approved by the Burton City Council. 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 the 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 purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Covenant Deed.**

4. **Supplemental Conditions:**

- a. Purchaser acknowledges and stipulates that Purchaser shall be solely responsible for the maintenance of the property from the date of closing forward, this shall include lawn mowing, tree upkeep, junk removal, brush, and any other violations of the City of Burton Ordinances.
- b. Purchaser further acknowledges and stipulates that said maintenance shall be at the sole expense of the Purchaser and Seller shall not bear any liability therefrom.
- c. Purchaser further acknowledges that if they are the adjacent property owner, they must combine the purchased parcel with their principle parcel within 30 days of the date of closing. (as set forth in section 5 of the agreement)

5. **COMBINATION OF PARCELS/ Reversionary Clause/ Election of Remedies:**

- a. Purchaser acknowledges and stipulates that Purchaser shall cause to be combined the purchased parcel that is the subject of the Agreement and the adjacent principle parcel within 30 days of compliance with paragraph 4, above.
- b. Purchaser further acknowledges and stipulates that said parcel combination shall be the sole responsibility and at the sole expense of the Purchaser and Seller shall not bear any liability therefrom.
- c. Purchaser further acknowledges and stipulates that in the event that the subject parcels have not been combined as set forth in subparagraph 5(a), irrespective of compliance with paragraph 4, above, the property shall either revert back to the Seller and any and all money deposited by Purchaser shall be retained by the Seller or the City may institute legal action to compel combination of the parcels, at the City's sole election. ***Purchaser shall be responsible for all fees, legal and otherwise, associated with the reversion of the property to the Seller in the event Purchaser does not voluntarily transfer title back to the Seller and legal proceedings are necessary to obtain title or in the event legal proceedings are necessary to compel specific performance of the combining of the parcels.**

6. **TITLE:**

- a. Seller has obtained title to the above described property through a Circuit Court Quiet Title Action. Seller does not warrant title. Purchaser is responsible to obtain evidence of satisfactory title. Seller will not provide title insurance.
- b. 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.
- c. Seller will convey its interest in the property, which it has obtained by a Genesee County Circuit Court Judgment Quieting Title to Purchaser by Covenant Deed.

7. **CONDITION OF PREMISES:**

Purchaser acknowledges, notwithstanding paragraph 4, above, 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.

8. **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.

9. **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.

10. BINDING EFFECT:

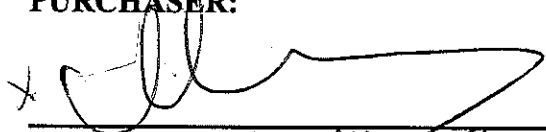
Seller and Purchaser agree that the covenants and undertakings of this contract shall also bind their heirs, personal representatives, administrators, executors, assigns and successors; and that said covenants and undertakings as expressed herein shall continue to bind the parties subsequent to the final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

11. MISCELLANEOUS PROVISIONS:

- a. Each party shall be responsible to pay their respective attorney fees.
- b. All parties acknowledge receipt of a signed copy of this Purchase Agreement.
- c. 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 Genesee County Circuit Court Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:**SELLER:
THE CITY OF BURTON**

BRENDA S. MOULTON

BY: PAULA ZELENKO, MAYOR_____
DATE_____
BY: BETTE BIGSBY, ACTING CLERK_____
DATE**PURCHASER:**

***Print Name:** Cherry Atherton Properties**By:** Mark Cherry**Address:** 5904 Dixie HighwayClarkston, MI 48346**Phone:** (248) 521-07206/24/2019
DATE_____
*** Print Name:**_____
DATE



SCHEDULED

AGENDA ITEM (ID # 4453)

DOC ID: 4453

Approve and authorize the sale of Vacant Lot - Term St., Parcel No. 59-28-528-020, to give first and final approval for the sale of this improved parcel to Cherry Atherton Properties, 5904 Dixie Highway, Clarkston, MI 48346 for the sum of \$300 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Cherry Atherton Properties PA 020 (PDF)

CONDITIONAL PURCHASE AGREEMENT

Conditioned upon City Council Approvals with possible Combination with Adjacent Parcel

Section 11.3 of the Burton City Charter requires the Burton City Council to approve all land sales 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 Cherry Atherton Properties, ~~husband and wife/a single man/woman~~, of 5904 Dixie Highway, Clarkston, Michigan 48346 as Purchaser(s), agree to purchase, the following described real property located in the City of Burton, Genesee County, Michigan being legally described as:

Legal Description(s) Lots 24 & 25 BIK B South Gate (78)

More commonly known as: Vacant lot - Term St.

Permanent Parcel #: 59-28-528-020

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

1. **PURCHASE PRICE:**

The Purchase Price for the above described property shall be \$ 300.00 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 that all sales of City owned property must be approved by the Burton City Council. 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 the 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 purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Covenant Deed.**

4. **Supplemental Conditions:**

- a. Purchaser acknowledges and stipulates that Purchaser shall be solely responsible for the maintenance of the property from the date of closing forward, this shall include lawn mowing, tree upkeep, junk removal, brush, and any other violations of the City of Burton Ordinances.
- b. Purchaser further acknowledges and stipulates that said maintenance shall be at the sole expense of the Purchaser and Seller shall not bear any liability therefrom.
- c. Purchaser further acknowledges that if they are the adjacent property owner, they must combine the purchased parcel with their principle parcel within 30 days of the date of closing. (as set forth in section 5 of the agreement)

5. **COMBINATION OF PARCELS/ Reversionary Clause/ Election of Remedies:**

- a. Purchaser acknowledges and stipulates that Purchaser shall cause to be combined the purchased parcel that is the subject of the Agreement and the adjacent principle parcel within 30 days of compliance with paragraph 4, above.
- b. Purchaser further acknowledges and stipulates that said parcel combination shall be the sole responsibility and at the sole expense of the Purchaser and Seller shall not bear any liability therefrom.
- c. Purchaser further acknowledges and stipulates that in the event that the subject parcels have not been combined as set forth in subparagraph 5(a), irrespective of compliance with paragraph 4, above, the property shall either revert back to the Seller and any and all money deposited by Purchaser shall be retained by the Seller or the City may institute legal action to compel combination of the parcels, at the City's sole election. ***Purchaser shall be responsible for all fees, legal and otherwise, associated with the reversion of the property to the Seller in the event Purchaser does not voluntarily transfer title back to the Seller and legal proceedings are necessary to obtain title or in the event legal proceedings are necessary to compel specific performance of the combining of the parcels.**

6. **TITLE:**

- a. Seller has obtained title to the above described property through a Circuit Court Quiet Title Action. Seller does not warrant title. Purchaser is responsible to obtain evidence of satisfactory title. Seller will not provide title insurance.
- b. 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.
- c. Seller will convey its interest in the property, which it has obtained by a Genesee County Circuit Court Judgment Quieting Title to Purchaser by Covenant Deed.

7. **CONDITION OF PREMISES:**

Purchaser acknowledges, notwithstanding paragraph 4, above, 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.

8. **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.

9. **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.

10. 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.

11. MISCELLANEOUS PROVISIONS:

- a. Each party shall be responsible to pay their respective attorney fees.
- b. All parties acknowledge receipt of a signed copy of this Purchase Agreement.
- c. 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 Genesee County Circuit Court Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:

SELLER:
THE CITY OF BURTON


BRENDA S. MOULTON

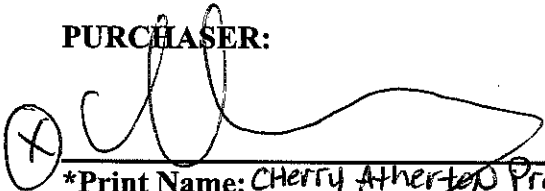
BY: PAULA ZELENKO, MAYOR

DATE

BY: BETTE BIGSBY, ACTING CLERK

DATE

PURCHASER:

 (X)
*Print Name: Cherry Atherton Properties
BY: MARK CHERRY
Address: 5904 Dixie Highway
Clarkston, MI 48346
Phone: (248) 521-0720

DATE

* Print Name:

DATE



SCHEDULED

AGENDA ITEM (ID # 4454)

DOC ID: 4454

Approve and authorize the sale of Vacant Lot - E. Court St., Parcel No. 59-15-200-027, to give first and final approval for the sale of this improved parcel to Michael Haney, 4484 E. Court St., Burton, MI 48509 for the sum of \$800 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Haney PA 027 (PDF)

CONDITIONAL PURCHASE AGREEMENT

Conditioned upon City Council Approvals with possible Combination with Adjacent Parcel

Section 11.3 of the Burton City Charter requires the Burton City Council to approve all land sales 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 Michael C. Haney, ~~husband and wife/a single man/woman~~, of 4484 E. Court, Burton, Michigan 48509, as Purchaser(s), agree to purchase, the following described real property located in the City of Burton, Genesee County, Michigan being legally described as:

Legal Description(s) See Attached Legal Description
 More commonly known as: Vacant Lot - E. Court St.
 Permanent Parcel #: 59-15-200-027

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

1. **PURCHASE PRICE:**

The Purchase Price for the above described property shall be \$ 800.00 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 that all sales of City owned property must be approved by the Burton City Council. 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 the 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 purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Covenant Deed.**

4. **Supplemental Conditions:**

- a. Purchaser acknowledges and stipulates that Purchaser shall be solely responsible for the maintenance of the property from the date of closing forward, this shall include lawn mowing, tree upkeep, junk removal, brush, and any other violations of the City of Burton Ordinances.
- b. Purchaser further acknowledges and stipulates that said maintenance shall be at the sole expense of the Purchaser and Seller shall not bear any liability therefrom.
- c. Purchaser further acknowledges that if they are the adjacent property owner, they must combine the purchased parcel with their principle parcel within 30 days of the date of closing. (as set forth in section 5 of the agreement)

5. **COMBINATION OF PARCELS/ Reversionary Clause/ Election of Remedies:**

- a. Purchaser acknowledges and stipulates that Purchaser shall cause to be combined the purchased parcel that is the subject of the Agreement and the adjacent principle parcel within 30 days of compliance with paragraph 4, above.
- b. Purchaser further acknowledges and stipulates that said parcel combination shall be the sole responsibility and at the sole expense of the Purchaser and Seller shall not bear any liability therefrom.
- c. Purchaser further acknowledges and stipulates that in the event that the subject parcels have not been combined as set forth in subparagraph 5(a), irrespective of compliance with paragraph 4, above, the property shall either revert back to the Seller and any and all money deposited by Purchaser shall be retained by the Seller or the City may institute legal action to compel combination of the parcels, at the City's sole election. ***Purchaser shall be responsible for all fees, legal and otherwise, associated with the reversion of the property to the Seller in the event Purchaser does not voluntarily transfer title back to the Seller and legal proceedings are necessary to obtain title or in the event legal proceedings are necessary to compel specific performance of the combining of the parcels.**

6. **TITLE:**

- a. Seller has obtained title to the above described property through a Circuit Court Quiet Title Action. Seller does not warrant title. Purchaser is responsible to obtain evidence of satisfactory title. Seller will not provide title insurance.
- b. 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.
- c. Seller will convey its interest in the property, which it has obtained by a Genesee County Circuit Court Judgment Quieting Title to Purchaser by Covenant Deed.

7. **CONDITION OF PREMISES:**

Purchaser acknowledges, notwithstanding paragraph 4, above, 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.

8. **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.

9. **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.

10. BINDING EFFECT:

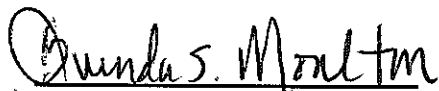
Seller and Purchaser agree that the covenants and undertakings of this contract shall also bind their heirs, personal representatives, administrators, executors, assigns and successors; and that said covenants and undertakings as expressed herein shall continue to bind the parties subsequent to the final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

11. MISCELLANEOUS PROVISIONS:

- a. Each party shall be responsible to pay their respective attorney fees.
- b. All parties acknowledge receipt of a signed copy of this Purchase Agreement.
- c. 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 Genesee County Circuit Court Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:

SELLER:
THE CITY OF BURTON


BRENDA S. MOULTON

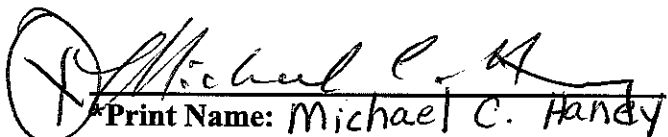
BY: PAULA ZELENKO, MAYOR

DATE

BY: BETTE BIGSBY, ACTING CLERK

DATE

PURCHASER:


*** Print Name: Michael C. Haney**

6/19/19
DATE

Address: 4484 E. Court St.
Burton, MI 48509

Phone: (810) 399-9250

*** Print Name:**

DATE

Attachment: Haney PA 027 (4454 : Sale of City-Owned Properties)

A PARCEL OF LAND BEG 447 FT W OF NE COR OF SEC 15 TH W 115.50 FT TH S 45 RDS TH E 115.50 FT TH N 45 RDS TO PLACE OF BEG EXCEPT ALL THAT PART LYING S OF A LINE 150 FT N OF AND PARALLEL TO CONSTRUCTION LINE OF HWY M-21 RELOCATED SEC 15 T7N R7E 1.15 A.