CITY OF BURTON

BURTON CITY COUNCIL MEETING

JULY 6, 2015

MINUTES

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

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Tom Martinbianco at 7:05 PM.

A. INVOCATION LED BY: VAUGHN SMITH

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

C. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	President	Present	
Duane Haskins	Vice-President	Absent	
Dennis O'Keefe	Councilman	Present	
Steven Heffner	Councilman	Present	
Ellen Ellenburg	Councilwoman	Present	
Vaughn Smith	Councilman	Present	
Steven Hatfield	Councilman	Present	

D. STAFF PRESENT

Paula Zelenko, Mayor
Sue Warren, Human Resources
Robert Slattery, DPW Director
Rik Hayman, Chief of Staff
Teresa Karsney, Clerk

E. APPROVAL OF MINUTES

1. Budget Meeting - Budget Workshop - Jun 10, 2015 6:30 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
ABSENT:	Haskins

2. Budget Meeting - Budget Workshop - Jun 15, 2015 5:30 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
ABSENT:	Haskins

3. City Council - Regular Meeting - Jun 15, 2015 7:00 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
ABSENT:	Haskins

F. ADMINISTRATIVE REPORTS

Mayor Zelenko went over the agenda items.

- Scheduling monthly finance committee meetings. This will give the council and administration an opportunity to improve communications.
- Rate study completed by Bendzinski and the DWRF loan obligations; we will have the water rate increase before you at your July 20th meeting.
- Center Road sinkhole; there are two large drainage culverts under the road that have corroded out causing the roadway underneath to wash out.
- The Governor did sign the State budget for fiscal year 15-16 that includes $400 million dollars from their General Fund for additional Act 51 Road funding. Burton's share will be $399,925.64.
- Genesee County tests the warning sirens the first Saturday every month. Since July 4th was the first Saturday, they decided they will conduct their test on July 11, 2015 at 1:00 p.m.
- We are currently exploring a way to repair both Potter and Casto by combining the operations. I am going to ask Mr. Slattery to give you some details on our thoughts and ask if you think this is an option worth pursuing.

Mr. Slattery stated that if we did Potter Road and Casto together we would be able to get a better price. Both roads need a base crush and shape.

G. COMMITTEE REPORTS

None

H. AUDIENCE PARTICIPATION

Comments were received by City Council from the following people.

Barbara Purdy of Burton on house at 2439 Howe Road has junk in front yard.
Seth Wheaton of Burton about fence at 2456 Howe Road and also about house at 2439 Howe Road with junk in front yard.
Bud LeGrande of Burton on police department, employee wages, code enforcement and open door policy.
John Stapish of Burton on Grand Blanc paving projects, sidewalks and Center road.
Ralph LaDuke of Burton on roads, code enforcement and contractors.
Rick Fusht of Burton on engineering of roads.
Charles Cross of Burton on summer taxes and seniors.

I. COUNCIL DISCUSSION

Council had discussion on the following:
Roads and funding
Post budget items
Kelly Lake boardwalk and goose problem
Hardship for taxes
Fund Balance Policy
Deputy DPW Director
Master plan
Contractors

Council will have a Council of Whole meeting on July 20, 2015 at 6:00 p.m. on miscellaneous road projects in Burton.

Finance Committee will have a meeting on July 29, 2015 at 5:00 p.m. on Fund Balance Policy.

1. Motion to go into executive session on pending litigation before Council action.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
ABSENT:	Haskins

J. COUNCIL ACTION

1. Approve and authorize Attorney Billing (Amanda Doyle) from 6/10/15-6/30/15 in the amount of $6,516.74.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
ABSENT:	Haskins

2. Approve and authorize Attorney Billing (Keller Thoma) June 2015 in the amount of $123.96.

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

3. Approve and authorize the Mayor and Clerk to enter into a contract with Spicer Group Inc., 230 S. Washington Avenue, Saginaw, MI 48607, to provide construction engineering and testing services for DPW project no. 14-008-P, Belsay Rd from Court to Davison for the Not-To-Exceed fee of $123,751.00.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Hatfield, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
ABSENT:	Haskins

4. Approve and authorize the Mayor, Clerk, and Human Resources Director to enter into a contract with the DM Burr Group, 4252 Holiday Drive, Flint, MI 48507, for the purpose of hiring up to "4 Summer Labor Workers" for the periods of July 1, 2015 through October 31, 2015 and April 1, 2016 through June 30, 2016 for an amount not to exceed $49,000.00.

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

5. Approve and authorize the Mayor and City Clerk to approve Resolution 2015-20 permit for Fireworks display for Mr. Jeff Threet.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
ABSENT:	Haskins

Meeting was adjourned at 9:10 PM.

CITY OF BURTON

BUDGET MEETING

JUNE 10, 2015

MINUTES

Council Chambers	Budget Workshop	6:30 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by Councilman Tom Martinbianco at 6:30 PM.

A. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Councilman	Present	
Duane Haskins	Councilman	Late	6:41 PM
Dennis O'Keefe	Councilman	Present	
Steven Heffner	Councilman	Present	
Ellen Ellenburg	Councilwoman	Present	
Vaughn Smith	Councilman	Present	
Steven Hatfield	Councilman	Excused	

B. STAFF PRESENT

Paula Zelenko, Mayor
Sue Warren, Human Recourses
Mark Udell, I.T. Department
Tom Osterholzer, Police Chief
Jesse Southard, Motor Pool
Marvin Epperson, Fire Chief
Chris Howser, Road Supt/Foreman
Rik Hayman, Chief of Staff
Ginger Burke-Miller, Controller
Bette Bigsby, Benefits
Robert Slattery, DPW Director
Kirk Wilkinson, Assistant Fire Chief

C. AUDIENCE PARTICIPATION

None

D. BUDGET DISCUSSION

1. Discussion on Information Technology Department, Page 51

   Mrs. Burke-Miller stated the Information Technology Department Revenue is higher because we have more computers here with the new ones in the Council Chambers. Everything else has gone down slightly. She asked if anyone has any questions on the revenue side.

   Mr. Martinbianco stated that since 2013-2014 Fiscal Year this has continued to go up by almost 50%.

   Mrs. Burke-Miller stated it covers everything down the expenditure area. We develop the expenditures area first, which includes salaries, fringe benefits, office supplies, operating supplies, contractual services, leases, dues and memberships, training, insurance, equipment repair, miscellaneous, depreciation expense and office equipment. That is how we come up with the revenue side of it.

Mr. Martinbianco suggested we look at the expense side first then.

Mrs. Burke-Miller stated that compared to our budget last year there is not much change except in depreciation expense. Plante Moran has had us capitalize our lease on the computers in 2013-2014 which was much more than we anticipated. In the salary and fringe benefits it only included the I.T. Director.

Mr. Martinbianco stated we went from a fund balance of $123,400.00 Down to $17,500.00 Over two fiscal years. He feels this is not good. At some point we need to cut expenses or we need to increase revenues. What can we do to enhance the income side or is there no way to do that.

Mrs. Burke-Miller said we would have to charge out more money to each of the other departments. This is an internal service department. We have moved the IQM2 cost from the Clerk's department budget to the Information Technology Department budget now and that is a reason for the increase.

Mr. Smith asked Mrs. Burke-Miller to explain the increase over the past two years in general fund and does it have anything to do with personnel expenses? Where is the increase coming from? These gone up almost 50%, why?

Mrs. Burke-Miller stated we increased because we did put in all new servers when we did the big upgrade at City Hall. I honestly can't remember from 2013 to 2015 what the difference was. We moved the IQM2 cost from the Clerk's department budget to the Information Technology Department budget now and that is a reason for the increase.

Mr. Smith stated he is going to need an answer for that. He wanted to know if it includes additional personnel in that department.

Mrs. Burke-Miller stated no it does not have to do with personnel. We have a huge chunk that sits under City Hall. There never has been any rhyme or reason for it. We have the copiers and toner.

Mr. Smith stated I understand that but I want to know why it has gone up 55% in two years.

Mrs. Burke-Miller stated in 2012-2013 it was $115,000.00; 2013-2014 it was $91,000.00; 2014-2015 it was 124,000.00, I believe it was because we changed our allocations.

Mr. Smith stated he would like the detail on the allocations.

Mrs. Burke-Miller said, ok.

Mr. Martinbianco stated by the ladies own words are that we have been over budgeting for the last two fiscal years that we know of.

Mrs. Burke-Miller asked for input from City Council as to how they would you like to see it allocated. She feels like she is shooting a moving target with you all. If there is a different method that you could suggest I am open to suggestions.

Mr. Smith asked Mrs. Burke-Miller to show the Council how it was being allocated in 2013-2014 verses how it is being allocated in 2015-2016. The numbers have to be large or you have different categories in that number. We are just asking for details of what that is because we are looking at 55% increase over 2 years.

Mrs. Burke-Miller stated that in 2013-2014 the Fire Department had 18 new computers and so we allocated more to them that year. They went from $13,600.00 to $31,700.00. So we had to reallocate things. The police department decreased sufficiently from $110,200.00 to $37,800.00. We did a whole redistribution because of the fire department primarily.

Mr. Smith said he is asking for Tech Charges for General fund from going from $91,000.00 in 2013-2014 to $146,000.00 in 2015-2016. I am asking why did this go up?

Mrs. Burke-Miller stated it is going to take me some time to put that together. If you would have sent this to the Mayor in advance I could have had it ready for you. She said that we are dipping into fund balance.

Mr. Martinbianco stated that maybe we need to cut expenses as opposedto dipping into fund balance.

Mrs. Burke-Miller said ok what do you want to cut? Do you want to cut depreciation expense? She stated that we don't have all the assets in the asset system yet to run that for you. She has to make a judgment call on who has obtained more computers throughout the year. We have more computers sitting here in this room.

Mr. Smith asked if the 55% increase is all computers.

Mrs. Burke-Miller said, yes. A large portion of it is. We also have other things that have increased; we have copiers, more software and IQM2 with video. These items are not coming to the City free.

Mr. O'Keefe stated that Mrs. Burke-Miller said this is an expense driven account. Most of the change is in Contractual services which she has a footnote for. The only revenue this account has is from each department.

Mrs. Burke-Miller asked if you want a break down of the depreciation as well?

Mr. Heffner asked if the $6,100.00 for the upgrade on the website design is that in this budget?

Mrs. Burke-Miller asked how could I have known that back in February?

Mr. Heffner said, so that is a no. I am just asking a question.

Mrs. Burke-Miller stated no. It is not there but I can put it in.

Mr. Heffner said yes, please.

Mrs. Burke-Miller said ok now we have to spread more money. Where to you want it, the Mayor budget, the Council budget or the I.T. budget?

Mayor Zelenko stated I am not the one requesting it.

Mr. Smith suggested taking it out of the Capital improvement for City Council we have $95,000.00.

Mrs. Burke-Miller stated that there is $95,000.00 in Contractual Services, is that where you want the $6,100.00 for the website? Mrs. Burke-Miller will make a note that $6,100.00 for the website will be taken out of the City Council budget for fiscal year 2015-2016.

2. Discussion on Motor Pool Budget, Page 53

Mrs. Burke-Miller stated we have an increase in salt for around $20,000.00. This works the same way as I.T. budget which is an internal service fund. As we use equipment, money comes in from various departments for the rental of the equipment. Salt and gravel will be over in the Roads Department as expenditure and revenue coming into this department.

Mr. Martinbianco asked how many employees are being billed for motor pool.

Mrs. Burke-Miller stated the Motor pool has 2 full time employees and the overhead, which is a portion of other administrative employees.

Mr. Smith asked about the 3 DPW people that were hired in 2015. Are they replacements for people who left or are they new?

Ms. Warren stated no, they were all 3 replacements. Two people had gone out on disability and 1 on maternity leave and never returned.

Mr. Smith asked if the 2 that are out on disability, are they coming back.

Ms. Warren stated no, they exhausted their time. These employees were not in Motor pool.

Mr. Smith asked if the employees that were hired in 2015 were all stable.

Mr. Martinbianco stated that they were not in the Motor pool division.

Ms. Warren said no, they were laborers charged to roads and water/sewer.

Mr. O'Keefe asked Ms. Warren to explain the total staffing of DPW.

Ms. Warren stated you have the Director, Deputy Director, 2 Superintendent Foreman (1 Water/Sewer, 1 Roads), 2 Foreman (1 Water/Sewer, 1 Roads), 2 Operators (1 Water/Sewer, 1 Roads), several laborers, water techs and sewer techs (about 16), Planning and Zoning official, Building/Code Enforcement/Inspector, 2 in Motor pool, 2 clerical, city maintenance person, 1 engineer. There is 32 total. The number overall for employees are the same as last year.

Mr. Smith asked the Mayor if she is requesting 2 additional laborers.

Mayor Zelenko no, she requesting 3 more people; 2 for water/sewer and 1 for roads. The reason is to make sure we have enough support staff to cover when some of staff retire in the next five years. Also to cover the projects with the SAW Grant, S-2 Grant and the DWRF Grant and make sure we are meeting the requirements of the grants.

Mr. Martinbianco stated we need to get back to topic at hand which is Motor pool not Water/Sewer or Roads. On the sale of vehicles he feels this needs to be increased if we are replacing police vehicles.

Mr. Heffner asked what are we renting for Local and Major Street Equipment rental.

Mrs. Burke-Miller stated that equipment is purchased by the Motor pool, as we use the equipment it is being charged to the department using it. We use the rates that MDOT sets so that this fund is flush with money so when we need to replace a piece of equipment the money is there for it. This is in-house rental.

Mr. Slattery stated the MDOT bases those rental rates on the value of the equipment.

Mrs. Burke-Miller stated that when we seek reimbursement from the State on these grants those rental rates are used.

Mr. Haskins asked who's salary is in the Supervision Salaries category.

Mr. Smith stated it is just a portion on a supervisor salary.

Mrs. Burke-Miller stated that when the budget was put together in February we were going to budget a portion of the DPW Director salary was going to be here. But that didn't happen so we can just remove it.

Mayor Zelenko stated that the proposed budget has to be to Council by April 1, 2015, Mr. Slattery wasn't here then. We used the report from March 6, 2015, which had a title of DPW Administrator because we anticipated that we were going to have someone there. Then we gave you a more updated report after we gave you the proposed budget on April 28, 2015. Mr. Slattery didn't get allocated there so we can just remove it.

Mr. Martinbianco stated lets just take it out.

3. Discussion on Motor Pool Asset Request, Page 57

Mrs. Burke-Miller stated we are asking for 2 dump trucks at $366,000.00.

Mr. O'Keefe asked Mr. Slattery what do we have in the fleet now. He would like a narrative on why we need new trucks.

Mr. Slattery stated we are in need of a fleet rotation plan. Our fleet is out of date and we need to shorten the time we keep these vehicles. We need to sell these vehicles while they still have some value to them. I am currently working with Jesse Southard on a Fleet rotation schedule. I would like to refer to Jesse Southard on why we need these trucks.

Mr. Southard stated the dump trucks we have are: 1999 is the oldest. The newest is a 2007. The trucks we are proposing is the Western Star Truck, with Truck and Trailer outfitting them. So when they arrive they are ready for use. We have 2 different options, we can lease to own or purchase them outright. The lease to own payment is $41,770.00 per truck for 5 years.

Mr. O'Keefe wanted to know what repairs are needed for the dump trucks.

Mr. Southard stated we spend $104,000.00 on 8 dump truck in repairs. The body of one truck is rotted away. It needs $8,000.00 new springs and currently is not in use. It makes more sense to get rid of the two oldest trucks.

Mr. Heffner asked about purchasing a street sweeper.

Mr. Southard said to make a street sweeper worth the purchase you have to be running it. They have high maintenance cost.

Mr. Heffner said the streets need to be done.

Mr. Slattery stated they are getting a quote to sweep the streets. We have to get the street done or that stuff ends up in the catch basins. He will look into putting in the Vehicle fleet plan that he is currently working on.

Mayor Zelenko stated there is high disposal fees associated with a street sweeper.

Mr. O'Keefe has no problem supporting this but he would like to lease them instead of putting the money up front.

Mr. Martinbianco is ok with the dump truck issue but he does have a problem with sale of vehicles at $500.00. Mr. Southard what do you guess as a scrap price for those trucks.

Mr. Southard thought we could get a scrap value of around $10,000.00.

Mr. Martinbianco thought we should go to $5,500.00 for revenues for sale of vehicles.

Council took a break from 8:03 p.m. until 8:24 p.m.

4. Discussion on Major Street Budget, Page 15-16

Meeting restarted at 8:24 p.m.

Mrs. Burke-Miller said we are showing Transfers in from other funds of 2 million for Belsay, Potter and Bristol Road bridge.

Mr. Martinbianco asked are we taking care of Belsay Road (Court to Davison), Lapeer Road (Belsay to Vassar), Potter Road (Belsay to Vassar), Bristol Road (over Thread Creek).

Mr. Heffner asked if this is a full rebuild on Potter Road.

Mr. Slattery stated no, it is crush and shape.

Mr. Martinbianco asked if Genesee Township is going to pick up the some of the cost for Potter Road.

Mr. Heffner feels there are more heavier traveled roads that need to be redone instead of Potter.

Mr. Slattery stated that Potter Road was used as a detour route. Traffic volume has to be taken into account when planning for years. We are just about to do another Pacer rating and drive all roads to do a multi year plan for the roads. This budget was put together before I was here and these are the roads they already had planned.

Mr. Martinbianco asked if we got any updated numbers from the State on road funding.

Mr. Slattery stated that we are not sure how much of the money we will be getting. In the past, the State has picked projects to allocate that money to.. We just don't know yet.

Mr. Martinbianco stated that at least we should see something from that.

Mrs. Burke-Miller stated in account # 4063 Surface Maintenance not much change from projected activity expect in salaries permanent.

Mr. Heffner asked, why is that?

Mrs. Burke-Miller stated that in the past we would allocate money up from administration, now that we have Rehmann here, the Act 51 report is being done by the Controller. While doing the report we have to keep administration around 10% or lower. Thats why in the past it was being allocated up to the other departments. Not only the Act 51 but the Metro Authority monies that we report on once a year. When it is broken down into the different departments, we report that and we get a sum of money back from the State. It is then allocated based on the current year budget.

Mr. Heffner stated the Contractual Services almost doubled.

Mrs. Burke-Miller said there is a note that it is for the street sweeping disposal fee.

Mr. Smith asked about salaries permanent, is Mr. Slattery in there at all?

Mrs. Burke-Miller stated that yes Mr. Slattery is spread over all six departments in Supervision salaries.

Mr. Smith asked then why did salaries permanent go up. Is that the 2 new hires that you are proposing.

Mrs. Burke-Miller said yes one new hire in streets. The projected for supervision salaries went down because of the passing of Liz Moss, so wages would have been higher if Ms. Moss had worked the whole year. Salaries permanent went down for the projected 2014-2015 budget because we lost two employees in that line item. Mrs. Burke-Miller listed off a list of people who are charged to salaries permanent, there are administration employees spilt between all these categories. The BSA Human Resource module spreads the wages thru all the categories.

Mr. O'Keefe would like to see the overhead staff be put into a line by itself with a label of shared salaries (administration salaries that are spread across the city). Permanent salaries would be people who normally work in that department.

Mr. Hayman stated the Mayor has directed us to present this next year in a little bit of a different way.

Mrs. Burke-Miller asked if we are ready to move on to trees and scrubs.

Mr. Martinbianco thought we should take $10,000 out of Contractual services.

Mr. Slattery stated that we have cut down a lot of trees on Belsay Road for the preparation of the upcoming project. It is very expensive to remove a tree.

Mr. Howser stated that in Major streets the trees in the right away need to be trimmed back every 3 years. Belsay Road had about 12 trees that had to be removed because of the paving project coming up.

Mr. Martinbianco withdrew his thought on removing the $10,000.00 From Contractual Services.

Mrs. Burke-Miller stated we are at 89% of the budget for Drainage. We are proposing $128,700.00 For this line item in Major Streets. Traffic Signs we will need a budget request for 2014-2015, contractual service was over for this year. Traffic Signs budget for fiscal year 2014-2015 we only used 42% we budgeted the same amount for fiscal year 2015-2016. Pavement Marking is for two striping for 2015-2016. Winter Maintenance we are asking for $341,900.00.

Mr. Smith asked by salaries permanent and fringes have gone up in Winter Maintenance, can you explain that please.

Mrs. Burke-Miller stated it is anticipating for extra snow removal.

Mr. Martinbianco stated I don't think anyone has questions about cleanup. He stated that you are asking for an additional person for road are they included in this budget and spread among all the difference categories?

Mrs. Burke-Miller stated the new roads person will be spilt 50/50 between Major Street and Local Street.

Mr. Hayman wanted to make sure we have it clear. For wages for next time you want it for salary, fringes and overtime to all be separate. We are going to address that for the next year budget.

Mr. Haskins would like to see overtime be a separate line item.

Mr. O'Keefe would also like to see overtime on a separate line, fringes benefits be just MERS, Medical, Dental, etc. In that line, salaries permanent just employees who actually work in the department and a line for shared salaries for other departments that are charged to a other departments.

Mrs. Burke-Miller stated that Mr. Bingaman inquired if we were going to go out to bond for roads. That is a decision of the Council.

Mr. Smith stated that they figured they could bond for 5.5 million at 3 or 4% interest when Bendzinski was in.

Mr. Martinbianco stated we need to prioritize the roads so we know where we are headed.

5. Discussion on Local Streets Budget, Page 19-20

   Mrs. Burke-Miller said right away permit fees stayed the same. Gas & Weight Tax is on worksheet in the back of the book. There is no change in the State of Michigan Row Maintenance Fee. Transfers in from Major Street is the 20% we have been allocating. Contributions from General Fund is $125,000.00. We currently have no construction projects. We have the same departments that we had for Major Streets. Supervision Salaries are higher because of Mr. Slattery, salaries permanent are up because of adding 50% of a person to this. Same with fringe benefits. Trees and Shrubs we are at 108% for current year so we asking more this year. Drainage we are at 182% so we are asking for more this year.

   Mr. Howser stated that we had multiple catch basins that had to be totally rebuilt.

6. Discussion on Rubbish Budget, Page 28

   Council asked that we update the numbers to correct numbers now that we have the Garbage contract done. Revenues would go to $1,310.000.00 in Rubbish fees and expenses would be the same. This is just a pass through account.

7. Discussion on Amy Street Capital Improvements, Page 42

   Mrs. Burke-Miller said this is the money from the residents which is then transferred out to Amy Street Paving Capital project transfer in. This is just a pass through.

8. Discussion on Amy Street Debt, Page 45

   Mrs. Burke-Miller said this is where you show the money transferring into.

9. Any budget sections not covered in prior workshops

   We will have another meeting Monday, June 15, 2015 at 5:30 p.m. to discuss the final budget.

10. Final budget discussions

Meeting was adjourned at 10:38 PM.

CITY OF BURTON

BUDGET MEETING

JUNE 15, 2015

MINUTES

Council Chambers	**Budget Workshop**	**5:30 PM**

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by Councilman Tom Martinbianco at 5:44 PM.

A. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Councilman	Late	5:41 PM
Duane Haskins	Councilman	Late	5:53 PM
Dennis O'Keefe	Councilman	Present	
Steven Heffner	Councilman	Late	6:36 PM
Ellen Ellenburg	Councilwoman	Present	
Vaughn Smith	Councilman	Present	
Steven Hatfield	Councilman	Present	

B. STAFF PRESENT

Paula Zelenko, Mayor
Teresa Karsney, Clerk
Robert Slattery, DPW Director
Marvin Epperson, Fire Chief
Tom Osterholzer, Police Chief
Bette Bigsby, Benefits
Rik Hayman, Chief of Staff
Ginger Burke-Miller, Controller
Sue Warren, Human Resources
Kirk Wilkinson, Assistant Fire Chief
Jean Johnson, Senior Center Director

C. AUDIENCE PARTICIPATION

Comments were received by City Council from the following people:

Danny Wells of Burton commented about the budget and microphones.

D. BUDGET DISCUSSION

1. Final discussion and recommendations on Fiscal Year 2015-2016 Budget.

   Mr. Martinbianco asked it there are any changes in state revenue since April.

   Mrs. Burke-Miller said she has not received any changes.

   Mr. Martinbianco asked in reference to property tax valuations, is the $6,521,000.00 a reliable estimate?

   Mrs. Burke-Miller said yes, it is a reliable estimate.

   Mr. Smith asked regarding appropriations, what are Councils thoughts on department 1001- Council?

Minutes Acceptance: Minutes of Jun 15, 2015 5:30 PM (APPROVAL OF MINUTES)

Mr. Martinbianco said contractual services are a concern. He is reluctant to put $95,000.00 into it and recommends amending it to $37,500.00.

Mrs. Ellenburg asked if the $95,000.00 was set aside for the master plan.

Mr. Smith said it was set aside for the sale of subdivisions. We need to set money aside from the balance of $49,000.00 from this year's current budget for a master plan. Remaining balance of $50,000.00 from contractual Services in the fiscal year 2015-2016.

Mrs. Ellenburg said she is in favor of setting money aside for a master plan. Other municipalities are getting grants because they have a master plan.

Mr. O'Keefe said we have made some good decisions regarding road, sewer and water. He concurs that we need to do more grant writing and he supports a master plan.

Mr. Hatfield stated we have been too long without a master plan and it is time have one.

Mr. Smith referred to the Charter under section 7.7, Paragraph D, Special accounts. He stated we can do a master plan to be proactive if we choose to.

Mr. O'Keefe said he would like to see a mid-year review. From time to time when we see something that needs to be changed, we need to change it. I don't think we should wait.

Mr. Smith asked if anyone has comments or suggestions on department 1071-Mayor.

Mr. Hatfield said he would like to see appropriations for other people broken down into a separate line item.

Mr. O'Keefe stated he agrees. He said employees and fringe benefits are our biggest expense and we need to view them better. He would like to see them broken down into a different general ledger line item by department including health care, pensions, and overtime.

Mrs. Ellenburg said she agrees. For instance if the DPW has a lot of overtime, maybe it would be beneficial to hire another person.

Mr. Hatfield agreed and said it would be beneficial to the administration for example, if you can break down the overtime you can justify hiring another employee.

Mr. O'Keefe said we need the current year approved budget with four columns and it is important to the public to have it posted to our website. He stated while looking at the Employee Information Report provided by the Mayor, he realized the five main managers of our city (Charter 5) are grossly underpaid. He stated our Police Chief has several employees under him that make more money than he does and that other cities and townships in Genesee County pay their Chief of Police the following annually: Flint Township: $92,000.00. Grand Blanc City: $91,000.00 Grand Blanc Township: 105,000.00. In the five years that I have been here, I don't ever remember having a Charter Five increase come before this Council. To attract and maintain the best people, you have to be close to spot on with salary. I propose an increase to the Charter Five salaries. With the Mayors concurrence, the Council should reward the Charter Five people that we have currently in effort to retain them. He proposes a 5% adjustment with a 3% merit raise.

Mr. Martinbianco stated it would require an ordinance change. He also asked where Mr. O'Keefe would suggest they take the money from.

Mr. O'Keefe said the General Fund.

Mr. Martinbianco said they should take a look at it after the budget is in place.

Mr. O'Keefe said he doesn't want to wait. We talk about things for years and nothing happens. He said we need to have a plan and run this City like a business.

Mrs. Ellenburg said she agrees with Mr. O'Keefe. It's hard to get new people interested in the City of Burton because of our pay. You get what you pay for. Giving people an initiative to do good work brings morale up and encourages hard work.

Mr. Haskins isn't opposed to the change. He feels there are some other things that may be more of a priority.

Mr. Hatfield agrees 100% with Mr. O'Keefe. He is unsure about the timing but it definitely needs to be looked at.

Mr. Martinbianco said we have a great fringe benefit package.

Mr. Hatfield stated the fringe benefits in the past have been standard across governments in this county. The benefits offered through the current contract are not an enticement for employment. In fact, it has made it more difficult to hire employees. Offering healthcare to only the employee and not their family is not a standard practice.

Mr. O'Keefe said I hope the budget will not be stuck in a drawer after tonight. I hope we revisit it in the very near future.

Mr. Smith said the strategic thinkers and motivated individuals are going to leave to other areas where the pay is better. Mr. O'Keefe brings up some valid points. We want our Charter Five to be hungry.

Mr. O'Keefe said maybe the Mayor in the near future you can put together a peer group study to evaluate these underpaid individuals.

Mayor Zelenko stated we have done these wage comparisons and Mr. O'Keefe is correct and it's not only with the Charter Five. We are trying to change it that's why we have done some renegotiation and combining positions. We want our people to be able to come up through the ranks. They don't want to do that if they are being paid less as a supervisor. The comparisons we have are two years old. She stated she will get some new wage comparisons through MML and she looks forward to having a Legislative meeting to get started.

Mr. Smith asked for comments or questions on department 1091- Elections.

Mr. Martinbianco asked about the division of salaries for the position of Record Tech in the Election Department and if the fringe benefits have increased because of that.

Mayor Zelenko said it is a quarter to the Clerk's Department, a quarter to the Mayor's Department, a quarter to the Water Department and a quarter to the Sewer Department. This is a position we filled and we are asking for approval to continue with the position. She stated the Records Tech position is spread across all four areas so the person can help with everything.

Mr. Haskins said there are two others upgraded to Records Tech as well, correct?

Mayor Zelenko said there was one other Records Tech hired to replace the position of Clerk/Typist. There was one Election Clerk hired to replace the other Election Clerk.

Mr. Martinbianco asked why we would call it anything different than a Clerk/Typist.

Mayor Zelenko said we have added more duties to the position.

Mr. Martinbianco asked if it was resolved under the union contract.

Ms. Warren said that is correct.

Mr. Haskins said that this never came before the Council. Whenever you change a union contract it has to come before Council and I'm going to stand firm by that 100%.

Mayor Zelenko said the position wasn't new. It was already in the contract.

Mr. Martinbianco said it would give you the ability to have different hourly rates for each position that's why it would have to come to City Council unless there was something already built into the budget where you could do it under salaries permanent.

Mayor Zelenko said these positions make less money than the former Clerk/Typist position.

Mr. Martinbianco asked why the union would allow that.

Mayor Zelenko said more and more people do their own typing and letters. She types her own. For that reason, she doesn't have a Secretary like the former administration had. Clerk/Typists, much like Secretaries are evolving. They are taking on different jobs. There's not as much dictation and letters to be done.

Mr. Smith asked for comments or questions about department 2009- Assessor.

Mr. Martinbianco asked for an update on the additions that are being made to this department.

Ms. Warren said the Assessor is asking for an Appraiser 1 level position for an extra person out in the field to do Commercial and Industrial property appraisals. This is a level 3 Assessor type certification.

Mr. Smith asked for comments or questions regarding department 2015-Clerk.

Mr. Martinbianco asked for clarification on the change in fringe benefits.

Mr. Haskins asked about the increase in salaries permanent.

Mrs. Burke-Miller stated that is the one quarter of the Record Tech.

Mr. Smith asked for comments or questions regarding department 2023-Controller.

Mr. Haskins stated the Deputy Controller position was misquoted by $38,000.00. It should have been brought to Council.

Mr. Smith asked for questions or comments about department 2053-Treasurer.

There were no questions or comments regarding the Treasurer's Office.

Mr. Smith asked for comments or questions about department 2065-City Hall.

Mr. Martinbianco asked about IT Tech Supplies of $82,900.00 that were not incorporated into the IT Tech budget itself. We are recommending it come out of General Fund as opposed to it going to the other entities that are using them.

Mrs. Burke-Miller said the $82,000.00 is part of the $146,000.00 coming into the IT Tech on page 51. It gets added to all the other departments; Treasurer, Controller, Clerk, Elections, etc.

Mr. Heffner asked if we are making another $1,000,000.00 payment to MERS.

Mrs. Burke-Miller said it was in the proposed budget. It's the payment on pension, UAL line item 956.0401.

Mr. Smith asked for comments or questions on department 2071-Public Service.

Mr. Martinbianco asked when the refund from Consumers Energy will be reflected.

Mrs. Burke-Miller said it just came through on our bill as a credit.

Mr. Matinbianco said we had budgeted $445,000.00 for street lighting so we can expect to have an extra $140,000.00 for this fiscal year go back to the General Fund from that line item.

Mr. Smith asked the administration if the line item should be $345,00.00 because of the credit.

Mayor Zelenko suggested recognizing $100,000.00 of it. Council agreed.

Mr. Heffner suggested an LED (Less Energy Dependent) Committee by putting LED lights throughout the neighborhood. He asked Mr. Martinbianco to take it into consideration.

Mr. Martinbianco said he will.

Mr. Smith asked how we could leverage the $100,000.00 to reduce our electrical bills further.

Mayor Zelenko stated we should look at where our largest usage of energy is and change out that equipment. She also added the street lights are owned by Consumers.

Mr. O'Keefe agrees with Mr. Heffner. He thinks this should be added to the post-budget meetings.

This meeting will continue during Council Discussion at the regular Council Meeting.

Meeting was adjourned at 6:55 PM.

CITY OF BURTON

BURTON CITY COUNCIL MEETING

JUNE 15, 2015

MINUTES

Council Chambers	Regular Meeting	7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Tom Martinbianco at 7:05 PM.

A. INVOCATION LED BY: DENNIS O'KEEFE

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

C. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	President	Present	
Duane Haskins	Vice-President	Present	
Dennis O'Keefe	Councilman	Present	
Steven Heffner	Councilman	Present	
Ellen Ellenburg	Councilwoman	Present	
Vaughn Smith	Councilman	Present	
Steven Hatfield	Councilman	Present	

D. STAFF PRESENT

Paula Zelenko, Mayor
Teresa Karsney, Clerk
Robert Slattery, DPW Director
Marvin Epperson, Fire Chief
Tom Osterholzer, Police Chief
Bette Bigsby, Benefits
Rik Hayman, Chief of Staff
Ginger Burke-Miller, Controller
Sue Warren, Human Resources
Kirk Wilkinson, Assistant Fire Chief
Jean Johnson, Senior Center Director

E. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Jun 1, 2015 7:00 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice-President
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

2. Budget Meeting - Budget Workshop - May 13, 2015 6:30 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice-President
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

3. Budget Meeting - Budget Workshop - May 18, 2015 5:30 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice-President
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

4. Budget Meeting - Budget Workshop - May 20, 2015 5:30 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice-President
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

5. Budget Meeting - Budget Workshop - May 27, 2015 6:30 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice-President
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

F. ADMINISTRATIVE REPORTS

Mayor Zelenko went over the agenda items.

- The Center Road project all lanes are open while the remainder of restoration work and pavement marking.
- Belsay Road project estimated to begin July 13. We will provide weekly email updates on this project just like we did on the Center Road project. We will give a briefing at the Chamber meeting on Wednesday.
- The library parking lot has been repaired.
- Reminder the City offices will be closed Friday, July 3.

1. Council Packets

2. May 2015 Revenue and Expenditure Report

G. COMMITTEE REPORTS

Mrs. Ellenburg wanted to thank everyone for getting the Library parking lot done.

Mr. O'Keefe gave an update on the 911 Consortium Meeting.

Mr. Smith stated that we are going to continue the Budget Meeting discussion during Council Discussion.

H. AUDIENCE PARTICIPATION

Comments were received by City Council from the following people:

John Stapish of Burton on sidewalks on Center Road & grading issues.
Bud LeGrande of Burton on petitions, inspections and taxes.
Herbert Burnett of Burton problem with neighbors trees and ditching problem.
Rick Fuhst of Burton on road grading and LED lights from Consumer Energy.
Iris Piske of Grand Blanc on overtime for employees and fringe benefits.
Danny Wells of Burton on paving of intersections, employee report and I.T. Department.

I. COUNCIL DISCUSSION

Mr. Smith asked the Council for comments or concerns about the 2015-2016 budget.

Mr. Haskins stated the police millage approved by the residents was huge for the City. He said he realizes the millage included a set number of police officers to be hired. The number was 36. The Council was adamant about having 42 police officers. The Mayor didn’t want to bring it to 42 officers because she didn’t want to be responsible for the lay-offs and he respects that. It is up to the Council to hold the administration responsible for dollars spent. Mr. Haskins stated he thinks there are other areas in the budget that could be adjusted so we wouldn’t have any issues with 42 police officers. When the millage was passed, he didn’t think the residents intended for the administration to use the millage to create positions, move positions, change position titles and increase pay. The Deputy Controller position was part of the millage. He agrees with being able to have 42 police officers. There was still $300,000.00 remaining in the police budget. When the City Council passes a budget and there are changes to staffing or their pay, it should come back to City Council for approval or an adjustment in the budget. There was a 3% raise given over this budget that wasn’t brought to Council. Four years ago during budget discussion there were 4 DPW workers laid off the intent was to save that money or use it for roads. This didn’t happen. Now we are slated for 4 new employees in the DPW. I don’t agree with that. Another issue is overtime. In this budget we cannot decipher fringe benefits from overtime. In regards to the pay scale, there are several examples where the fringe benefit amount for a given employee is triple their salary amount. I have issues with that. The Chief of Staff’s salary and title change did not come to City Council for approval either. I don't agree with that. Regarding other positions in the City, when Liz Moss passed, Mr. Kray took a demotion and Bob Slattery took over as DPW Director. He said this wasn’t a bad thing but it didn’t come to Council for approval. He believes we have other roads that are more highly traveled that need work and the $880,000.00 in the budget for Potter Road should be used elsewhere. Burton hasn’t recovered from the recession. Once you drop taxes, they can only go up so much. It is going to take several years to recoup taxes that have dropped. If it wasn’t for the residents approving 6.5 mills for 20 years, the City of Burton would be in dire straits. We have a rebuilding process to go through. He doesn’t believe we should try to do that in one year of a budget with raises, changing titles, etc. It should be a slow and steady process. If some of these things he has addressed don't change, he will not support the budget. He feels this should be a line item budget. He also stated the City Council hasn't held the administration accountable for spending.

Mr. Smith asked for other comments and questions from the Council.

Mr. Martinbianco asked if we are confident that the $1,000,000.00 Payment on Pension UAL line item under City Hall will be effective or is it better to put it aside.

Mayor Zelenko stated the payment isn't due until December and it will be brought to the Council for action at that time.

Council had a discussion on department 2071- Public Service, street lighting. Council agreed to reduce the amount to $345,000.00 for that line item and leverage the remaining $100,000.00 to further reduce electrical expenditures.
Mrs. Ellenburg asked if we were going to make any changes to the Blight Elimination Expenditure line item or are we waiting on a grant.

Mayor Zelenko stated she would like to bring it back to Council when they get information regarding the grant.

Mr. Martinbianco has concerns with the neglect on Casto Street. He stated Lapeer Road to Lippincott needs to be investigated further and put up to the next level. He thinks we need to use federal money to rehabilitate the area on Hemphill Road between Saginaw Street and the west city limits near I-475. We need to keep in mind the interest expense on the Center Road loan of $47,400.00 won't come back to us until 2017 so we will have this fiscal year and the next fiscal year of interest on that. He stated an adjustment is necessary under Rubbish Fees on page 28 of the budget from $1,663,300.00 to $1,310,000.00 on the income side and the appropriation side due to the acceptance of the contract at the last meeting. In regards to the police fund on page 25, he thinks what we have is adequate at this time. He agrees we need to reevaluate the Police Chief's salary. He suggested taking another look at those numbers at a later time. He doesn't feel it is necessary to hire additional water and sewer employees. He said long term legacy costs will increase by adding additional employees. He stated he doesn't understand where contractual services costs are being appropriated under Information Technology on page 51-52.

Mr. O'Keefe stated he agrees with Mr. Haskins about the police officers. He suggested Mr. Smith to form a post-budget committee to address these concerns.

Mr. Hatfield agrees with Mr. Haskins regarding 42 police officers. The numbers in the proposed budget is based on 39 officers. We currently have 37 officers. The minimum number of officers he would support is the 39 we have budgeted.

Mrs. Ellenburg said she agrees with Mr. Hatfield. She stated to start with 39 officers and work up to 42 gradually if needed.

Mr. Heffner stated he agrees about the $100,000.00 for electrical. He also agrees about Casto Street. He suggested working on Center Road between Lapeer and Lippincott. He asked for clarification on Stantec and their role with water/sewer personnel. Are we paying more for Stantec to do the inspections?

Mrs. Zelenko stated we are paying more for Stantec to do inspections. The project will take around 5 years and by then we will have some retirements. She stated they are looking to hire three people; two for water/sewer and one for roads.

Mrs. Burke-Miller stated the before mentioned pension cost; the unfunded liability is what's making the fringe benefits look so outrageous because it is being allocated across the active employees. It is not that we have employees getting $150,000.00 worth of benefits.

Council had a discussion on the importance of fringe benefits, including over time being listed on the general ledger in the future.

Mr. O'Keefe stated he understands why these people are needed and we can afford them. In the unlikely event that we couldn't afford them in 5 years, we can deal with it then.

Mr. Smith asked if there were any other comments on the budget.

Mr. Heffner agrees with Mr. Haskins about Potter Road. He thinks the more heavily traveled roads should be paved first.

Mayor Zelenko stated Potter Road is by far the one we get the most complaints about by residents.

Mr. Heffner asked if we are going to pull the money out of Potter Road.

Mr. Martinbianco suggested taking 20% off the Potter Road project ($887,000.00 to $700,000.00 and exclude Egleston to Belsay Road.

Council agreed to amend the budget under Construction, Potter Road to $700,000.00.

Mr. O'Keefe asked if the $6,100.00 was added to for the website.

Mrs. Burke-Miller said yes.

Mr. Smith asked if the council was in agreement about doing a lease for the two dump trucks for the DPW.

Council agreed to the lease option for the dump trucks.

Mrs. Burke-Miller asked for an answer about the other asset requests on page 57.

Council agreed to the asset requests.

Mr. Heffner has a concern with the $7,500.00 from the DDA for the police department for Back to the Bricks. He would like to see it go up to $10,000.00.

Mr. Martinbianco stated he is in agreement with the DDA decision to reduce the amount to $5,000.00. He does not support an increase.

Mr. O'Keefe stated he concurs with Mr. Martinbianco.

Mr. Haskins said he agrees to the $5,000.00.

Mr. Hatfield agrees to $5,000.00.

Mrs. Burke-Miller stated on page 39 the estimated cost of the Police/Fire Sculpture is $147,000.00. She recommends putting estimated revenue in of $147,000.00 from donations and $147,000.00 in appropriations for that fund. Council agreed.

Mrs. Ellenburg asked if we had money set aside for the master plan and blight grant.

Mr. Smith said yes. It is coming from contractual services. $95,000.00 is set aside. He said it will take $30,000.00 to $50,000.00 to finish the master plan and it will take 18 months to complete the plan. If we need the contractual service money should we sell a subdivision, we can pay the agents commission out of the proceeds from the sale as opposed to taking the money out of the line item.

Mayor Zelenko stated it depends on how you structure the sale and if you can get the asking price.

Mr. Heffner asked approximately how much revenue our general operation tax rate brings in at 4.7070 (page 2).

Mayor Zelenko stated about $2.5 million.

Mr. Smith asked for more questions or concerns on the budget.

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing Amanda Doyle from 05/27/15 06/10/15 in the amount of $4,541.00.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

2. Approve and authorize Freedom of Information Act Procedures and Guidelines, Summary of Guidelines, and forms.

   Mr. Martinbianco asked the attorney or clerk to update the Council on the new FOIA policy.

Mrs. Doyle referred it to the City Clerk.

Mrs. Karsney informed Council that the new FOIA policy will take effect on July 1, 2015. To be able to charge for FOIA's we needed to pass a this new policy. The State has new requirements on responding to FOIA's. A summary of our FOIA policy has to be on our website or we have to give them a copy of the whole policy when we respond to a FOIA.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

3. Approve and authorize the Mayor and City Clerk to sign Resolution 2015-19 approving submission of a Genesee County Senior Center 2015-2016 Level 3 Funding Application.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

4. Approve and authorize the tax millage levy requested of 1.8673 for the Downtown Development Authority in the affected district for the 2015-2016 fiscal year on a departmental basis.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

5. Amendment to Item #5 on Agenda to change the General Operating to 4.0000 mills.

RESULT:	**FAILED [2 TO 5]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Duane Haskins, Vice-President
AYES:	Haskins, Heffner
NAYS:	Martinbianco, O'Keefe, Ellenburg, Smith, Hatfield

6. Approve and authorize the following tax millages and fees to be levied for the 2015-2016 fiscal year: general operating 4.7070 mills; voted police 8.4876; voted fire 1.0000; a $119.88 per unit rubbish removal fee on all residential improved parcels and those other parcels that utilize the service; a property tax administration fee of 1% on all tax statements and additional 4% late penalty charge when delinquent.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

7. Approve and authorize the Mayor and City Clerk to enter into an agreement with Gabriel, Roeder, Smith and Company to review the City of Burton MERS Pension Plan in an amount not to exceed $25,000.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

8. Approve and authorize the following 2014-2015 budget amendment to Fund 5013 Downtown Development Authority as follows: Increase Expenditures $1,500; Decrease Unappropriated Surplus $1,500.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

9. Approve and authorize the following 2014-2015 budget amendment to fund 6077 Burton Self Insurance Fund: Increase Revenue $200,000; Increase Expenditures $200,000.

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

10. Approve and authorize the following 2014-2015 budget amendment for fund 2003: Increase Dept 4051 $81,044.46; Increase Dept 4068 $3,500.00; Increase Dept 4069 $90,000.00; Increase Dept 4078 $27,000.00; Increase Dept 4090 $20,000.00; Decrease Dept 4082 $120,544.46; Decrease Unappropriated Surplus $101,000.00.

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

11. Approve and authorize the following 2014-2015 budget amendment for fund: Increase Expenditure Fund 2002 Dept 4074 $43,000.00; Increase Revenue Fund 2065 $24,000.00; Increase Expenditure Fund 4146 $104,000.00; Increase Expenditure Fund 1001 Dept 2023 $10,000.00; Increase Revenue Fund 2049 $10,000.00; Increase Revenue Fund 2070 $115,000.00; Increase Revenue Fund 2072 $8,000.00.

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

12. Approve and authorize the 2015-2016 City of Burton Downtown Development Authority Budget on a departmental basis.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

13. Motion to Amend Item #12 on Agenda to read Approve and Authorize the City of Burton budget for all General Appropriations Act fund for the 2015-2016 fiscal year on a line item basis (excluding employee payments for overtime) as amended by City Council.

Mr. Smith stated that when we were going through the department budget we were struggling with understanding the salaries, overtime and fringe benefits because of the way employees wages are split over different departments.

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

14. Approve and authorize the City of Burton budget for all General Appropriations Act funds for the 2015-2016 fiscal year on a departmental basis as amended by City Council.

RESULT:	**CARRIED [6 TO 1]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
NAYS:	Haskins

Meeting was adjourned at 10:05 PM.

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

ADOPTED

Meeting: 07/06/15 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Rachael Boggs
Department Head: Teresa M. Karsney

J.1

AGENDA ITEM (ID # 1707)

DOC ID: 1707

Approve and authorize Attorney Billing (Amanda Doyle) from 6/10/15-6/30/15 in the amount of $6,516.74.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
ABSENT:	Duane Haskins

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

ADOPTED

Meeting: 07/06/15 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Rachael Boggs
Department Head: Teresa M. Karsney

J.2

AGENDA ITEM (ID # 1708)

DOC ID: 1708

Approve and authorize Attorney Billing (Keller Thoma) June 2015 in the amount of $123.96.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Steven Hatfield, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
ABSENT:	Duane Haskins

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

ADOPTED

Meeting: 07/06/15 07:00 PM
Department: Department of Public Works
Category: Contract
Prepared By: Greg Kray
Department Head: Greg Kray

AGENDA ITEM (ID # 1692)

DOC ID: 1692

Approve and authorize the Mayor and Clerk to enter into a contract with Spicer Group Inc., 230 S. Washington Avenue, Saginaw, MI 48607, to provide construction engineering and testing services for DPW project no. 14-008-P, Belsay Rd from Court to Davison for the Not-To-Exceed fee of $123,751.00.

ATTACHMENTS:

- Spicer CE proposal (PDF)

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Hatfield, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
ABSENT:	Duane Haskins

June 9, 2015

Mr. Gregory A. Kray, P.E.
City of Burton
4093 Manor Drive
Burton, MI 48519

RE: As-Needed Construction Staking and Material Testing Services
Belsay Road Pavement Improvements
City of Burton, Michigan

Mr. Kray:

Spicer Group appreciates the opportunity to perform As-needed Construction Staking and Material Testing Services for the City of Burton on the above mentioned project. This document contains our proposal to provide these services in accordance with your Request for Proposal.

Materials Testing Services include:

A.) Provide general project oversight to ensure contract compliance with plans & specifications.

B.) Attend pre-construction meeting.

C.) Attend concrete Pre-Production meeting.

D.) Provide one part time Construction Services Technician on an as-needed basis during construction.

E.) Provide one Troxler nuclear density gauge and associated density equipment.

F.) Provide compaction testing per MDOT requirements for the following:
  a. Utility Trench Backfill
  b. Existing subgrade
  c. Sand Subbase
  d. Aggregate Base

G.) Provide all concrete field testing equipment.

H.) Provide concrete testing services to include the following:
  a. Concrete Quality Assurance Plan
  b. Concrete Level I Field Technician
  c. Pick up and curing of test cylinders
  d. 28 Day Compression Test Strength Results

I.) Provide laboratory mechanical analysis for granular and dense graded aggregates. Does not include testing of aggregates for concrete mixes.

J.) The Construction Services Technician will perform material testing services in accordance with the MDOT requirements.

K.) Provide material testing reports on a daily basis.

Construction Staking Services include:

A.) Project Setup
   a. Prepare AutoCAD drawings for staking & layout.
   b. Setup field staking folders & files for points, alignments, profiles, DXF's, reports.
   c. Control
      i. Recover existing project control
      ii. Differential level existing project control to check for accuracy.
   d. Right-Of-Way & Alignment
      i. Stake right of way on both sides of the road every 100 foot with stakes.
      ii. Mark alignment on a 2 or 3 foot offset with paint and PK nail after the first half of road is removed.

B.) Utilities:
   a. Storm Sewer:
      i. Stake centerline of storm sewer manhole structures with offsets for construction.
         1. Grade offsets stakes and mark cut/fill information to plan rim elevation.
         2. Provide cut sheets with cut/fill information to plan rim and inverts.
      ii. Stake back of curb at the center of structures with offsets for construction.
         1. Grade offsets stakes and mark cut/fill information to plan top of curb elevation.
         2. Provide cut sheets with cut/fill information to plan top of curb elevations.

C.) Road Reconstruction:
   a. Aggregate Subbase
      i. Stake offsets to edge of pavement for construction of the aggregate subbase
      ii. Grade offset stakes to finish pavement surface, and mark cut/fills on stakes
   b. Final Curb Staking
      i. Stake offsets to back of curb every 50 feet, including:
         1. High/low points
         2. Changes in horizontal geometry
         3. PC, Midpoint, and PT at intersection radii
      ii. Grade offset stakes to top of curb grade and mark cut/fill on the stakes

D.) Concrete Sidewalk / ADA Ramps
   a. Stake corners of proposed landing areas to support the construction of the new ADA ramps
      i. Set offsets stakes marked with cut/fill information to top of proposed landing
   b. Stake offsets to proposed sidewalk every 50 ft.,
      i. Grade offsets stakes to finish sidewalk grade, and mark cut/fills on stakes

Our cost to provide As-Needed Material Testing Services for this project will be based on our Standard Hourly Rates. We anticipate the following:

Project Manager – 16 hrs @ $150.00 / hr = $2,400.00
Construction Manager – 18 wks @ 2 hrs / wk @ $124.00 / hr = $4,464.00
Construction Services Tech (Reg. Time Field Work) – 78 days @ 8 hrs/day @ $93.00 / hr = $58,032.00
Construction Services Technician (Overtime) – 78 days @ 2 hrs/day @ $139.50 / hr = $21,762.00
Project Assistant (Construction) – 18 wks @ 1 hrs / wk @ $76.00 / hr = $1,368.00
Project Assistant (Survey) – 10 hr @ $76.00 / hr = $760.00

Survey Project Manager – 60 hr @ $129.00 / hr = $7,740.00
Survey Field Crew – 120 hr @ $165.00 / hr = $19,800.00
Survey Field Crew (Overtime) – 30 hr @ $247.50 / hr = $7,425.00

Troxler Nuclear Density Gauge - No Charge

Total estimated cost to be $123,751.00.

We will submit monthly invoices to you for services furnished. Invoices will be based on the actual amount of service complete at the time of billing.

Our general conditions to our services are part of this letter agreement. Any changes to the agreement in this letter must be agreed to in writing by both parties.

If this proposal meets with your approval, please acknowledge your approval by signing the enclosed copy in the space provided and return it to our office.

We deeply appreciate your confidence in Spicer, and we look forward to working with you and for you on your project.

Sincerely,

Jeffrey E. Wood

Jeffrey E. Wood, P.S.
Principal/Senior Project Surveyor

Michael G. Niederquell

Michael G. Niederquell, P.E.
Project Manager

SPICER GROUP, INC
230 S. Washington Avenue
Saginaw, MI 48607
Phone: (989) 754-4717 ext. 5510
Fax: (989) 754-4440
E-mail: miken@spicergroup.com

Above proposal accepted and approved by Owner.

CITY OF BURTON, MAYOR

By:____________________________
Authorized Signature

Date:____________________________

CITY OF BURTON, CLERK

By:____________________________
Authorized Signature

Date:____________________________

Cc: SGI File 121903SG2014

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GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

SECTION 1

1.1 **Preamble.** This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall remain the property of the PROFESSIONAL. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL in the performance of this agreement.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of $100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or PROFESSIONAL or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The OWNER and the PROFESSIONAL further agree to include a similar mediation provision in all agreements with independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

SECTION 2

2.1 **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-off's by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.

2.7 **Delivery and Use of Electronic Files.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, the OWNER agrees that all such electronic files are instruments of service of the PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

2.8 **Opinions of Probable Construction Costs.** In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

SECTION 3

3.1 **Verification of Existing Conditions.** Inasmuch as the remodeling and/or rehabilitation of the existing structures requires that certain assumptions be made by the PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without the OWNER's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the OWNER agrees to bear all costs, losses and expenses, including the cost of the PROFESSIONAL's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

3.2 **Construction Observation.** The PROFESSIONAL shall visit the site if authorized at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Additional Services in accordance with the terms of this Agreement.

The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

3.3 **Jobsite Safety.** Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

3.4 **Design Without Construction Administration.** Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

3.5 **Client Requested Substitutions.** Upon request by the OWNER, the PROFESSIONAL shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the OWNER's consultants or contractors. The PROFESSIONAL shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by the PROFESSIONAL with those of the PROFESSIONAL's subconsultants and the OWNER's consultants, as Additional Services. The PROFESSIONAL also shall be entitled to an adjustment in schedule caused by this additional effort.

3.6 **Record Drawings.** If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

3.7 **Certifications, Guarantees and Warranties.** The PROFESSIONAL shall not be required to sign any documents, no matter by whom requested, that would result in the PROFESSIONAL's having to certify, guarantee or warrant the existence of conditions whose existence the PROFESSIONAL cannot ascertain. The OWNER also agrees not to make resolution of any dispute with the PROFESSIONAL or payment of any amount due to the PROFESSIONAL in any way contingent upon the PROFESSIONAL's signing any such certification.

3.8 **Contingency Fund.** The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

3.9 **Permits and Approvals.** The PROFESSIONAL shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the PROFESSIONAL's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the PROFESSIONAL and included in the scope of Basic Services of this Agreement.

3.10 **Statutes of Repose and Limitation.** All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run no later than the date of Substantial Completion. If the act or failure to act complained of occurred after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the PROFESSIONAL's services are completed or terminated.

3.11 **Construction Layout.** If requested by the Owner, or other authorized party, as detailed in the scope of services or as an Additional Service to this Agreement, the PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by the PROFESSIONAL, staged and scheduled as requested by the Contractor. After the stakes are set, it shall be the Contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the Contractor's negligence it shall be reset by the PROFESSIONAL, only at the Contractor's direction. The cost for resetting the stakes shall be borne by the Contractor and shall be paid by the Owner or authorized representative of this Agreement to the PROFESSIONAL from monies due the Contractor from the construction contract. The Owner acknowledges and agrees that these staking requirements and the procedures and payments for restaking described in this section shall be stipulated in the General Conditions of the construction contract.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner.

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

ADOPTED

Meeting: 07/06/15 07:00 PM
Department: Mayor's Office
Category: Contract
Prepared By: Sue Warren
Department Head: Paula Zelenko

AGENDA ITEM (ID # 1706)

DOC ID: 1706

Approve and authorize the Mayor, Clerk, and Human Resources Director to enter into a contract with the DM Burr Group, 4252 Holiday Drive, Flint, MI 48507, for the purpose of hiring up to "4 Summer Labor Workers" for the periods of July 1, 2015 through October 31, 2015 and April 1, 2016 through June 30, 2016 for an amount not to exceed $49,000.00.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Steven Hatfield, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
ABSENT:	Duane Haskins

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

ADOPTED

Meeting: 07/06/15 07:00 PM
Department: Clerk's Office
Category: Resolution
Prepared By: Rachael Boggs
Department Head: Teresa M. Karsney

AGENDA ITEM (ID # 1709)

DOC ID: 1709

Approve and authorize the Mayor and City Clerk to approve Resolution 2015-20 permit for Fireworks display for Mr. Jeff Threet.

ATTACHMENTS:

- Threet Firework Resolution 2015-20 (DOCX)

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Steven Heffner, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
ABSENT:	Duane Haskins

Resolution 2015-20
City of Burton
Genesee County, Michigan

A RESOLUTION APPROVING PERMIT FOR FIREWORKS DISPLAY

________ moved _________ seconded the following motion:

WHEREAS, Mr. Jeffery Del Threet has submitted an application for Fireworks Display Permit to enable him to conduct a fireworks display at his Burton residence at 5158 Lippincott Blvd, Burton, MI 48519 on August 8, 2015; and

WHEREAS, in accordance with the Michigan Fireworks Safety Act Mr. Threet's application has been previously provided to the City of Burton Fire Chief; and

WHEREAS, Council has carefully reviewed the application in an effort to determine the applicant's competency and qualification to act as a pyrotechnic operator, and to approve of the applicant's training and general plan as to how the proposed display will be conducted; and

WHEREAS, it does appear from the application and the supporting documentation submitted therewith that Mr. Threet meets all requirements.

NOW THEREFORE BE IT RESOLVED, that the application for Fireworks Display Permit submitted by Jeffery Del Threet for a firework display on August 8, 2015 is hereby approved, and that the Mayor and City Clerk is hereby is authorized to execute the permit for possession of fireworks on behalf of the City Council.

Voting yes:
Voting no:
Absent:

_________________________________ _________________________________

Paula Zelenko, Mayor Date Teresa Karsney, City Clerk Date

CERTIFICATION

I hereby certify that I am the Clerk of the City of Burton and that the foregoing resolution was adopted at a meeting held on the 6th day of July, 2015 by the Burton City Council of the City of Burton and that the meeting was noticed in conformance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 et seq.

____

Teresa Karsney, City Clerk