



CITY OF BURTON
BURTON CITY COUNCIL MEETING
JUNE 2, 2014
AGENDA

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

A. THE PLEDGE OF ALLEGIANCE IS LED BY COUCILWOMAN ELLENBURG

B. INVOCATION LED BY COUNCILWOMAN ELLENBURG

C. ROLL CALL

D. STAFF PRESENT

E. APPROVAL OF MINUTES

1. City Council - Regular Meeting - May 19, 2014 7:00 PM

F. ADMINISTRATIVE REPORT

G. COMMITTEE REPORTS

H. AUDIENCE PARTICIPATION

I. COUNCIL DISCUSSION

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Richard Austin) from 05/14/14 to 05/28/14 in the amount of \$5,224.50.
2. Approve and authorize the low bid of telsystems, 7235 Jackson Road, Ann Arbor, Michigan 48103 in the amount of \$15,483.00 for installation of a video production system.
3. Approve and authorize the Mayor and City Clerk to enter into a contract with telsystems, 7235 Jackson Road, Ann Arbor, Michigan 48103 for installation of a video production system.
4. Approve and authorize the acceptance of the low bid and allow Mayor and Clerk to enter into a 3-year contract for Janitorial Services, contingent upon the submittal and approval by the City Attorney of the required bonds and insurance documents, on behalf of the City of Burton with Michigan Merchants, P.O. Box 91, Mt. Morris, MI 48458, in the amount of \$3,613.00 per month.
5. To approve and authorize the Mayor's appointment of Bob Peterson, G4449 South Saginaw, Burton, MI 48529 To The City of Burton Downtown Development Authority, with expiring June 2018.

DRAFT

CITY OF BURTON
BURTON CITY COUNCIL MEETING
MAY 19, 2014
MINUTES

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

4303 S. CENTER ROAD
BURTON, MI 48519

- A. MEETING CALLED TO ORDER AT 7:27 P.M. BY PRESIDENT MARTINBIANCO.**
- B. THE PLEDGE OF ALLEGIANCE IS LED BY COUNCILMAN VAUGHN SMITH.**
- C. INVOCATION LED BY COUNCILMAN VAUGHN SMITH.**
- D. ROLL CALL**

me	Title	Status	
nco	President	Present	
s	Vice-President	Present	
e	Councilman	Present	
	Councilman	Present	
g	Councilwoman	Present	
	Councilman	Present	
	Councilman	Present	

E. STAFF PRESENT

Mayor Paula Zelenko
 Rik Hayman, Executive Assistant
 Sue Warren, Human Resources
 Tom Osterholzer, Police Chief
 Ginger Burke-Miller, Controller
 Teresa Karsney, City Clerk

F. APPROVAL OF MINUTES

1. Approve and authorize the minutes of the following meeting: 1. Special Council Meeting Minutes from May 5, 2014 at 5:15 p.m. 2. Special Council Meeting Minutes from May 5, 2014 at 5:30 p.m. 3. Special Council Meeting Minutes from May 5, 2014 at 5:45 p.m. 4. Special Council Meeting Minutes from May 5, 2014 6:00 p.m. 5. Special Council Meeting Minutes from May 5, 2014 at 6:15 p.m. 6. Special Council Meeting Minutes from May 5, 2014 at 6:30 p.m. 7. Regular Council Meeting Minutes from May 5, 2014 at 7:00 p.m. 8. Budget Meeting Minutes from April 28, 2014 at 6:00 p.m. 9. Budget Meeting Minutes from April 30, 2014 at 6:00 p.m. 10. Budget Meeting Minutes from May 12, 2014 at 6:00 p.m.

Minutes Acceptance: Minutes of May 19, 2014 7:00 PM (Approval of Minutes)

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

G. ADMINISTRATIVE REPORT

Mayor Zelenko stated you should have received the Treasurer Cash Flow and Investment Audit Report.

This week is Spring Clean-UP. Waste Management will pick up anything you take to the road on your scheduled pick-up day with a few exceptions. The information is on the website.

Beginning Tuesday, May 27, 2014 we will begin the reconstruction of Atherton Road between Dort Highway and Center Road. The road will be open to all traffic. This information is also on the website.

We are moving forward with IQM2. We are training employees and the link to get agendas and minutes will be on our website this week. We will be using only Minute Traq for the June 2, 2014 meeting. On June 2nd, 2014 there is a training session for the Council to learn how to login to the IQM2 portal at 6:00 p.m. The City Clerk will be emailing you your login and passwords. As for the video portion of IQM2 we are out for bid on the cameras and hope to have the video up and running by July 1, 2014.

I would ask for an Executive Session as allowed under Section 8 of the Open Meeting Act for the purpose to discuss contract negotiations.

Mayor Zelenko continued by going over the agenda items.

In closing, this is a very busy week in preparation for the Memorial Day activities. I hope you all have a chance to attend the race, the parade, and ceremonies next Monday. If not, I wish you all a safe holiday and thank you to all the Veterans, but most importantly the reason for Memorial Day to honor those who gave their lives to keep our Country free.

Mr. Lupi introduced himself to the Council.

Heffner moved and Haskins seconded going into Executive Session after Council Discussion.

Motion Carried 7-0.

H. COMMITTEE REPORTS

Mr. Smith said that they had a Finance Committee meeting with Plante & Moran just before the Council meeting. The legacy costs were discussed and how to budget for these costs. It was the recommendation from the Finance Committee that Pam Hill from Plante & Moran will help us figure out what to do with the unfunded liability from MERS and OPEB. It was decided that we will have quarterly meetings to discuss how to budget for this.

Mr. Heffner stated they are preparing for the Memorial Day celebration on May 26, 2014. There will be a parade, a band, candle walk and 3-D fireworks.

I. AUDIENCE PARTICIPATION

Michael Conrad, Burton, MI., spoke in reference to the storm sewer.

Minutes Acceptance: Minutes of May 19, 2014 7:00 PM (Approval of Minutes)

Judy Estes, Burton, MI., spoke in reference to the storm sewer.

Tom Drew, Burton, MI., spoke in reference to the storm sewer.

John Stapish, Burton, MI, spoke in reference to the Keller Thoma bill.

Denise Destilio, Burton, MI., spoke in reference to burn permits and the implementation of an annual permit.

J. COUNCIL DISCUSSION

Mr. Wells said he thought the flooding was addressed years ago and asked if it was a drain problem.

Mayor Zelenko said it is a ditching problem and we are going to have a meeting with the Road Department. It is the Gibson drain and she will address it with the Drain Commissioner. We have already begun working on a plan.

Mr. Wells said a seasonal burn permit is a great idea.

Mrs. Ellenburg said Scottwood has always been a problem and wondered if it were possible to get petitions signed to ditch the area and put an assessment on the taxes of the residents.

Mayor Zelenko said the County may have plans to address the issue.

Mr. O'Keefe spoke in reference to Chief Halstead's involvement with the Salvation Army and the impact that he made on the Community.

Mrs. Ellenburg congratulated Mr. Smith on placing in the Race to Grace race.

Mr. Wells spoke in reference to the Neighborhood Watch Program Meeting.

Chief Osterholzer said there were people present from all over the City for the Neighborhood Watch Program. The group is utilizing Social Media and the Police Department will help them in any way they can. The Neighborhood Watch program has a Facebook page. The Next meeting is on June 26, 2014 at 6:00 p.m. at the Police Station at 4090 Manor Drive, Burton, MI 48519.

Mr. Wells said the residents came up with some great questions.

Mr. Martinbianco said the Drain Commissioner said we have had 400 year rains, which is hard to beat. The County went to remedial action with the development of the ponds that hold runoff and it has been successful with the rain we have gotten this year.

City Council went into Executive Session at 8:00 p.m.

City Council came out of Executive Session at 8:45 p.m.

K. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Richard Austin) from 04/30/14 to 05/14/14 in the amount of \$3,685.50.

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

2. Approve and authorize the Attorney Billing (Keller Thoma Bill) from 4/24/14 to 4/30/14 in the amount of \$536.25.

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

3. Approve and authorize the Mayor's appointment of Ronald "Dino" Lupi, 7987 Shady Beach Drive, Whitmore Lake, MI 48189, as Burton City Assessor effective Tuesday, May 27, 2014.

Mr. Haskins asked the Mayor if anyone from the City applied.

Mayor Zelenko stated no one from the City applied but Mr. Lupi is willing to move here.

Mr. Wells asked if he has already started.

Mayor Zelenko said he has not started until after Council approves him. Mr. Lupi will start on May 27, 2014.

Mr. Heffner asked the Mayor to pass on to Ann Abbey thank you for filling in while we looked for an Assessor and also thank Stacy Bassi and Peggy Nolde for getting us through until we were able to hire a City Assessor.

RESULT:	CARRIED [6 TO 1]
MOVER:	Steve Heffner, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Wells, Smith
NAYS:	Haskins

4. Approve and authorize the City Clerk to set a Public Hearing for the State Revolving Fund Loan on June 16, 2014 at 6:00 p.m.

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

5. Approve and authorize the 2012 Preventative Maintenance - HVAC - Agreement extension of two years with Goyette Mechanical through May 31, 2016 - with no increases, and authorize the Mayor and Clerk to execute any and all documents required to effectuate this agreement extension.

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

6. Approve and authorize the following tax millage and fees to be levied for the 2014-2015 fiscal year for the City of Burton: General Operating 4.7070 mills; Voted Police 0.9876 mills; Voted Police 1.0000 mills; Voted Fire 1.0000 mills; Voted Police 6.5000 mills; a \$146.40 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.

Mr. Heffner asked Mrs. Burke-Miller what 1 mill represents today compared to last fall.

Mrs. Burke-Miller stated it is around \$500,000 dollars. The taxable value went down around 2% percent.

Mr. Heffner stated that he would like to see the General Operating for the City be only 4.0000 mills, because the residents gave us the police millage and he would like to give something back to them. Bentley Schools tried desperately to pass a millage for the school and it was voted down because people are afraid of what their tax bills are going to look like. Since the General Fund is much healthier because of the police millage, it would be a good gesture and might be able to pass the Bentley millage in August for the kids.

Heffner moved to change the General Operating for the City to 4.0000 mills. There was no second.

Mr. Haskins asked if we had the authority to lower the General Operating mills.

Mr. Heffner stated yes we can lower it and raise it without the vote of the people.

Mr. Haskins thinks we should reduce the budget and give it back to the people that way not by lowering the millage. He would not like to see the General Fund mills reduced.

Mrs. Ellenburg stated we are giving back to the public by working on our roads, infrastructure and other items the City has been left without for years. She feels the residents were not expecting money back. If that millage didn't pass at Bentley maybe the timing was wrong.

Haskins moved and Smith seconded calling for the question? (No vote taken)

Heffner moved to table Item #6. Motion Failed 2-5, with Smith, Ellenburg, Wells, Haskins and O'Keefe voting no.

Haskins moved and Smith seconded for calling for the question? Motion Carried 5-2, with Martinbianco and Heffner voting no.

Minutes Acceptance: Minutes of May 19, 2014 7:00 PM (Approval of Minutes)

RESULT: CARRIED [5 TO 2]
MOVER: Steve Heffner, Councilman
SECONDER: Duane Haskins, Vice-President
AYES: Haskins, O'Keefe, Ellenburg, Wells, Smith
NAYS: Martinbianco, Heffner

7. Approve and authorize the following tax millage to be levied for the 2014-2015 fiscal year for the Burton Downtown Development Authority: General Operating 1.8673 mills.

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

8. Approve and authorize the Mayor's re-appointment of Mr. Kevin Burge, 1415 S. Genevieve Street, Burton, MI 48509 to the City of Burton Planning Commission; term expiring June 2017.

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

9. A Resolution Approving Submission of a Genesee County Senior Center 2014-2015 Level 3 Funding Application.

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

10. Approve and authorize the ratification of POAM administrative agreement for 2014-2018.

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

11. Approve and authorize the ratification of COAM administrative agreement for 2014-2018.

Mr. Heffner voted no because he felt that if the City helps the police out with the percentage to MERS that would be a raise and the public didn't vote for the millage for the Officers to get a raise. Also, he doesn't agree if a City employee dies the spouse no longer has coverage.

Mr. Haskins said it is not a raise for employees, it a change in benefits.

Mr. Heffner asked if their take home pay will go up.

Mayor Zelenko stated she did not know because we would have to run a couple of payrolls. It is also based on what the deductions each employee has.

RESULT:	CARRIED [6 TO 1]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Danny Wells, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Ellenburg, Wells, Smith
NAYS:	Heffner

L. MEETING ADJOURNED A 9:09 P.M.

Minutes Acceptance: Minutes of May 19, 2014 7:00 PM (Approval of Minutes)



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

Meeting: 06/02/14 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Teresa M. Karsney
Department Head: Teresa M. Karsney

J.1

ADOPTED

AGENDA ITEM (ID # 1043)

DOC ID: 1043

**Approve and authorize the Attorney Billing (Richard Austin)
from 05/14/14 to 05/28/14 in the amount of \$5,224.50.**

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



ADOPTED

AGENDA ITEM (ID # 1058)

DOC ID: 1058

Approve and authorize the low bid of telsystems, 7235 Jackson Road, Ann Arbor, Michigan 48103 in the amount of \$15,483.00 for installation of a video production system.

ATTACHMENTS:

- Bid Tab ITB 2014-01 DIT (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Steve Heffner, Councilman
SECONDER:	Danny Wells, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Wells, Smith



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

Meeting: 06/02/14 07:00 PM
Department: Information Technology Department
Category: Contract
Prepared By: Mark S. Udell
Department Head: Mark S. Udell

J.3

ADOPTED

AGENDA ITEM (ID # 1059)

DOC ID: 1059

Approve and authorize the Mayor and City Clerk to enter into a contract with telsystems, 7235 Jackson Road, Ann Arbor, Michigan 48103 for installation of a video production system.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Steve Heffner, Councilman
SECONDER:	Danny Wells, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Wells, Smith



ADOPTED

AGENDA ITEM (ID # 1042)

DOC ID: 1042

Approve and authorize the acceptance of the low bid and allow Mayor and Clerk to enter into a 3-year contract for Janitorial Services, contingent upon the submittal and approval by the City Attorney of the required bonds and insurance documents, on behalf of the City of Burton with Michigan Merchants, P.O. Box 91, Mt. Morris, MI 48458, in the amount of \$3,613.00 per month.

ATTACHMENTS:

- Janitorial Services Contract (PDF)
- Janitorial Services (XLS)

RESULT:	CARRIED [6 TO 1]
MOVER:	Steve Heffner, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Wells, Smith
NAYS:	Duane Haskins

CITY OF BURTON JANITORIAL SERVICE AGREEMENT
TERMS AND CONDITIONS
FOR CITY OF BURTON CONTRACTUAL SERVICES

The following are **MANDATORY TERMS** to which the Contractor **MUST** agree without word modification.

I CONTRACT

This Contract between _____, _____, MI 485____, hereafter "Contractor" and the City of Burton, 4303 South Center Road, Burton, MI 48519 is for Janitorial Services for multiple facilities located in the City of Burton.

The Contractor agrees to provide all of the goods and services specified in the City of Burton Janitorial Services Specifications as detailed in the Bid Proposal submitted by Contractor in response to the City's solicitation for sealed proposals. The Specifications and the Bid Proposal documents submitted by Contractor are incorporated and considered part of the contract documents.

II-A CONTRACT PAYMENT

The City of Burton shall not be liable to pay the Contractor for any work performed prior to the Contractor's receipt of a fully executed Contract.

The services shall be provided on a weekly basis and invoiced on a monthly basis, as detailed in the specifications. After the services have been rendered, the Contractor shall invoice the City of Burton in accordance with the payment provisions of the Contract. The City of Burton shall not be liable to pay the Contractor for any hours worked or rates charged in excess of the rates in the Contractor's Proposal (unless otherwise specified).

The Contractor shall not receive payment for Services the City of Burton finds unsatisfactory or which were performed in violation of federal, state, or local law, ordinance, rule or regulation.

II-B ACCOUNTING RECORDS

The Contractor agrees that the City of Burton may, upon 48-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the City of Burton during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

II-C INDEMNIFICATION

1. For Purposes of Indemnification as set forth in this section, City of Burton means the City of Burton of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.
2. General Indemnification
The Contractor shall indemnify, defend and hold harmless the City of Burton from and against all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs, and all related costs and expenses (including reasonable attorneys; and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any claim, demand, action, citation or legal proceeding against the City of Burton arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable provided that the Contractor is notified within 30 days from the time that the City of Burton has knowledge of such claims. This indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the conduct of the City of Burton.

3. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

II-D CONTRACTOR'S LIABILITY INSURANCE

Before starting work, and not less than 20 days before the insurance expiration date every year this Contract is in force the contractor must furnish to the Director of Purchasing certificate(s) of insurance. The contract name must be shown on the certificate of insurance to assure correct filing.

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' disability compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other State the Contractor shall have insurance to cover the benefits payable to any such employee.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, subject to limits of liability of not less than \$500,000 each person, \$1,000,000 each occurrence, and unlimited aggregate.
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting, subject to a limit of liability of not less than \$500,000 each occurrence, \$1,000,000.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under any Indemnification clauses.

II-E CANCELLATION

The City of Burton may cancel this Contract without further liability or penalty to the City of Burton, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract the City of Burton may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the City of Burton by law or equity, the Contractor shall be responsible for all costs incurred by the City of Burton in canceling the Contract, including but not limited to, City of Burton administrative costs, attorneys fees and court costs, and any additional costs the City of Burton may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental.

In the event the City of Burton chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation

for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the City of Burton. The City of Burton may cancel this Contract for its convenience, in whole or part, if the City of Burton determines that such a cancellation is in the City of Burton's best interest. Reasons for such cancellation shall be left to the sole discretion of the City of Burton and may include, but not necessarily be limited to (a) the City of Burton no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the City of Burton. The City of Burton may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the City of Burton chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. In the event that funds to enable the City of Burton to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the City of Burton shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The City of Burton shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a City of Burton, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for City of Burton of Michigan employees; convicted under City of Burton or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the City of Burton, reflects upon the Contractor's business integrity.

II-F ASSIGNMENT

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the City of Burton. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the City of Burton Purchasing Director.

II-G DELEGATION

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the bid unless the City of Burton Purchasing Operations Director has given written consent to the delegation.

II-H NON-DISCRIMINATION CLAUSE

In the performance of any Contract resulting herefrom, the bidder agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The bidder further agrees that every subcontract entered into for the performance of any Contract or resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, et seq, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the Contract.

II-I UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the City of Burton shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board.

A Contractor of the City of Burton, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the City of Burton may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

II-J SURVIVOR

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

II-K GOVERNING LAW

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in Genesee County, Michigan.

II-L NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of a Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

II-M SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

II-N HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

II-O RELATIONSHIP OF THE PARTIES

The relationship between the City of Burton and the Contractor is that of Client and Independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the City of Burton for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

II-P MISCELLANEOUS

1. The Contractor covenants that it is not, and will not become, in arrears to the City of Burton upon any contract, debt, or any other obligation to the City of Burton, including real property and personal property taxes.
2. **AUTHORIZATION & CAPABILITY**
 - a. The Contractor warrants that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. It is ready to perform its obligations.
 - b. The Contractor further warrants that the person signing this Contract is authorized to do so on behalf of the Contractor and is empowered to bind the Contractor to this Contract.

III TERM

The terms of this contract shall be in effect as written from July 1, 2014 to June 30, 2017. Any amendment of the Contract must be in writing and signed by both parties.

Contractor

Date_____
Date

For the City

Date_____
TERESA KARSNEY, CLERK_____
Date_____
PAULA ZELENKO, MAYOR

APPROVED AS TO FORM:

Date_____

RICHARD A. AUSTIN, ESQ.
City Attorney – City of Burton

Attachment: Janitorial Services Contract (1042 : Janitorial Services)

BID TABULATION REPORT

PROJECT: JANITORIAL SERVICES

[illegible]

Attachment: Janitorial Services (1042 : Janitorial Services)



ADOPTED

AGENDA ITEM (ID # 1054)

DOC ID: 1054

To approve and authorize the Mayor's appointment of Bob Peterson, G4449 South Saginaw, Burton, MI 48529 To The City of Burton Downtown Development Authority, with expiring June 2018.

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