



CITY OF BURTON
BURTON CITY COUNCIL MEETING
JUNE 5, 2017
AGENDA

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

A. INVOCATION LED BY: MR. SMITH

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

C. ROLL CALL

D. STAFF PRESENT

E. APPROVAL OF MINUTES

1. City Council - Regular Meeting - May 15, 2017 7:00 PM
2. City Council - Special Meeting - May 22, 2017 7:00 PM
3. Budget Meeting - Public Hearing - Apr 17, 2017 6:30 PM
4. Budget Meeting - Budget Workshop - Apr 25, 2017 6:30 PM
5. Budget Meeting - Budget Workshop - Apr 26, 2017 6:30 PM
6. Budget Meeting - Budget Workshop - May 4, 2017 6:30 PM
7. Budget Meeting - Public Hearing - May 15, 2017 6:30 PM
8. Budget Meeting - Budget Workshop - May 16, 2017 6:30 PM

F. ADMINISTRATIVE REPORTS

G. COMMITTEE REPORTS

H. AUDIENCE PARTICIPATION

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

I. COUNCIL DISCUSSION

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Amanda Doyle) 05/10/17 to 05/30/17 in the amount \$6,558.75.

2. Approve and authorize the Mayor's appointment of Kevin Burge, 1415 S. Genevieve Street, Burton, MI 48509, to the City of Burton Planning Commission. Term to expire June 2020.
3. Approve and authorize the Mayor to extend the contract with Rolar Property Services Inc., 33333 Dequindre Rd., Troy, MI 48083, for one (1) year, for two (2) sweepings each of all City Major and Local Streets at the current 1-year contract price of \$86,475.16.
4. Approve and authorize the Mayor and Clerk to enter into an agreement with Genesee County Road Commission for the milling and repaving of Fenton Road from south boundary of plaza to Bristol Road for a total estimated cost of \$65,075.80.
5. Budget Amendment FY 2016-2017 Approve and authorize the following 2016-2017 budget amendment: Increase (4206-0000-991.0000 Principal) by \$150,000; Decrease Fund 4206 Unappropriated Surplus by \$150,000.
6. Approve and authorize the Mayor and Clerk to enter into a purchase agreement with Pierce Manufacturing, Inc, 2600 American Drive, Appleton, WI 54912 for (1) PUC Pumper Truck in the amount of \$575,000.00 with a down payment of \$150,000.00, to be financed for a period of 15 years with an annual payment of \$39,255.93.
7. Approve and authorize the request for Residential Sanitary Sewer License for L. Zellar & Son's Excavating, Inc., 1406 S. Linden Road, Flint, MI 48532.
8. Approve and authorize the request for Residential Sanitary Sewer & Water Installer's License for Green Tech Systems, 1203 Brissette Beach Road, Kawkawlin, MI 48631.
9. Approve and authorize the request for Residential Sanitary Sewer & Water Installer's License for Root Away Drain Cleaning, 7207 Kessling Street, Davison, MI 48423.
10. Approve and authorize the Mayor and Clerk to enter into a contract with Diamond Excavating, LLC, P.O. Box 562, Davison, MI 48423, for the Sea Wall at Kelly Lake in the amount of \$76,590.00.

K. TABLED ITEM

1. Approve and authorize the Mayor and City Clerk to execute a contract with Chippewa Asphalt Paving Co. P.O. Box 515, 2415 E. Vienna Rd., Clio MI, 48420 for the Resurfacing of the DPW Public Parking Lot, for the amount of \$21,000.00.



CITY OF BURTON

BURTON CITY COUNCIL MEETING

MAY 15, 2017

MINUTES

Council Chambers
Regular Meeting
7:00 PM

**4303 S. CENTER ROAD
BURTON, MI 48519**

This meeting was opened by President Steven Heffner at 7:00 PM.

A. INVOCATION LED BY: MR. HEFFNER

Mr. Heffner gave a moment of silence for Burton's three fallen Heroes: Karl Lubengood, Russell Herrick, Terry Thompson.

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

C. ROLL CALL

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

D. STAFF PRESENT

Paula Zelenko, Mayor
Teresa Karsney, Clerk
Robert Slattery, DPW Director

Rik Hayman, Chief of Staff
Ginger Burke-Miller, Controller
Marvin Epperson, Fire Chief

E. APPROVAL OF MINUTES

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

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

F. ADMINISTRATIVE REPORTS

Mayor Zelenko stated thank you Mr. President for the moment of silence for Burton's three fallen heroes. Chief Osterholzer and I had the privilege of attending the Peace Officer Memorial ceremony morning.

Please note the April Revenue and Expenditure report is in your packet.

Minutes Acceptance: Minutes of May 15, 2017 7:00 PM (APPROVAL OF MINUTES)

Mayor Zelenko presented the agenda items.

On May 24th at noon, the Equality Caucus of Michigan will be holding an informational event here at City Hall and have asked me to invite the City Council.

As you know, preparations are in full swing for Memorial Day festivities.

1. Revenue and Expenditure April 2017

G. COMMITTEE REPORTS

Mrs. Conley stated that The City of Burton Park and Recreation Junk in the Trunk is Saturday May 27 2017 in the City Hall Parking lot. Preregistration is \$10.00 if paid by May 24th. Late or on site registration is \$20.00. Memorial Day Parade is Monday, May 29, 2017, lineup for the parade will start at 1:00 p.m. and parade will start at 2:00 p.m. Still looking for volunteers for that day.

1. Motion to add as Item 11, Library Parking lot from FY 16/17 budget decrease from \$30,000 to \$10,000 (4001-0000-903.0000).

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

2. Motion to add as Item 12, To remove \$60,000 from 1001-6090-974.7049 from FY 16/17 budget.

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

H. AUDIENCE PARTICIPATION

Council received comments from the following people:

Sadonna Myers: Trees that need to be removed at Library, barn (where, when and how big), cleanup the library for Memorial Day.

Anthony Lachcik of Burton - Council disrespecting the neighborhood where employees live and putting down the city employees.

John Stapish of Burton - He received no reply on his question about house numbers on every house. Thought the benefits for Council should be considered that Mr. Hatfield brought up. No reponse on the sidewalk distance from the curbs.

Randy Hendrick of Burton - About repair to N. Center Road

Minutes Acceptance: Minutes of May 15, 2017 7:00 PM (APPROVAL OF MINUTES)

Allan Bontumasi of Burton - About DPW workers doing a great job. Would rather had the reduction in taxes put to roads instead of getting it back.

Chris Howser of Burton - Council misconception about DPW being lazy. Council states that residents can't take any more hits but neither can the City employees.

Mr. Haskins called point of order: he has never heard anything directly from City Council stating the DPW is lazy. Where is this coming from?

Mr. Howser stated it is coming from multiple people including residents.

Judy Estes of Burton - Thank you for having the houses demolished.

Brandon Verdier of Burton - Panhandlers Ordinance

I. COUNCIL DISCUSSION

Mr. Smith addressed residents leaving Burton, legacy costs, roads and lack of money to fix them. I would like to see the residents put together a committee for roads. I get multiple complaints from residents about the DPW that I pass on to the Mayor. There are only 6 employees back there and I know they work hard. In this economy, we don't have enough money to make everyone happy. I have been negligent on getting the house numbers for Mr. Stapish, I would like to ask the administration to get clarification on that.

Mr. Hatfield stated we are the only state in the country that declined in revenue sharing and this took the money out of our budget to fix the roads. This council promised to use the 6.5 mills to attack legacy debt and I think we need to continue doing that. Last year, the council approved a budget at 4.707 mills then we lowered the operating mills to 4.0 and had to go back and cut the budget. I voted no because in my opinion, that is not being wise with the city's money. I would have liked to have seen that money pay our debt but I would have accepted using it to fix some roads. We will have to fix the roads a little at a time. If the citizens want to come together with a road millage proposal, other communities have done that. I urge you to write your Congressman and State Reps to get our revenue sharing back.

Mr. Haskins discussed the drug paraphernalia law. This is not a new ordinance, it is just tightening up the language because it was vague and confusing in the courts. This is for people who are doing it illegally. Regarding the panhandling ordinance, we have had numerous complaints about this and it is tough to determine who is actually in need and who is running a scam. How is the traffic control order for the stop signs going on Judd Road?

Mr. Slattery stated he is currently doing a traffic study there based on the recommendation of the Michigan Manual and the National Manual of Uniform Traffic Control Devices. We are collecting speeds and traffic counts on Judd Road from Saginaw Street to Dort Highway and on Barnes, Columbine and Fern. We are also getting accident counts on Judd Road. I have talked with the Police Chief and he concurs that we need to look at this very carefully before placing stop signs there. Additionally, I am told by the Michigan State Police that a traffic study should be done and that once you put a stop sign in place it is difficult to remove it without negative implications, accidents perhaps. I will report back with a recommendation when the traffic study is complete.

Mr. Haskins stated this wasn't developed for traffic crashes but for the speeds and the kids playing in that area. The residents have addressed this numerous times. Unless the state tells us it is illegal to put stop signs there, this council voted unanimously to put them there so they need to be put in.

Mr. Slattery stated it isn't exactly against the law but it is against the better judgement of all traffic professionals. I don't want to be responsible for causing accidents there. I am doing my due diligence. It's a truism in the road industry that stop signs do not work for speed control they essentially tend to increase speeds between stop signs.

Mr. Martinbianco stated this is similar to when we put stop signs in on Term Street between Atherton and Lippincott which we did without a traffic study.

Chief Osterholzer stated we do get many complaints about speeding on Judd Road and we cannot monitor it with traffic enforcement around the clock. Mr. Slattery showed me the legislation and we felt it wise to do the traffic study and prudent to have the traffic study results before coming back to City Council with our recommendation.

Mr. Haskins stated this should have been brought to the council 4-6 weeks ago so we could have addressed it.

Mr. Slattery stated we are doing it the right way, the professional way. I apologize if I didn't report this to you soon enough.

Mr. Haskins said this council didn't give a directive to do a traffic study the directive of the City Council with a 7-0 vote was to put in stop signs. They need to be put up.

Mayor Zelenko said if we do this, you will assume the liability.

Mr. Heffner said, of course.

Mr. Haskins stated the decrease to 4.0 mills didn't stop a single road project. Thank you to the DPW workers that are out there working hard. The residents have noticed.

Council discussion on the pros and cons of the county taking over the roads in the city.

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Amanda Doyle) 04/26/17 to 05/09/17 in the amount \$5,302.25.

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

2. Approve and authorize the Attorney Billing (Masud) 04/04/17 to 04/28/17 in the amount \$3,668.13.

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

3. Discussion and possible action on Fire Department Policy/Promotion of City Businesses.

Council tabled because this should not be just the fire department it should be city wide policy.

RESULT: TABLED [4 TO 3]
MOVER: Tom Martinbianco, Councilman
SECONDER: Vaughn Smith, Councilman
AYES: Martinbianco, Heffner, Conley, Smith
NAYS: Haskins, Hatfield, O'Keefe

4. Approve and authorize the Mayor and City Clerk to execute a contract with Chippewa Asphalt Paving Co. P.O. Box 515, 2415 E. Vienna Rd., Clio MI, 48420 for the Resurfacing of the DPW Public Parking Lot, for the amount of \$21,000.00.

RESULT: TABLED [4 TO 3] **Next: 6/5/2017 7:00 PM**
MOVER: Duane Haskins, Councilman
SECONDER: Christina Conley, Councilwoman
AYES: Haskins, Heffner, Conley, Smith
NAYS: Martinbianco, Hatfield, O'Keefe

5. Approve and authorize the Mayor's appointment of Toby Bauldry, 1141 Sunnydale St. Burton, MI 48509, to the City of Burton Park and Recreation Commission as the Bentley Community Schools Representative, Term to expire June 2019.

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

6. Approve and authorize the Mayor's appointment of Genevieve Field, 2412 Covert Road, Burton, MI 48509 to the City of Burton Park and Recreation Commission. Term to expire June 2019.

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

7. Approve and authorize the first approval of two of the sale of parcel #59-30-577-240 Vacant Lot on Allen Street to Terri Hutchison, 1152 Allen Street, Burton, MI 48529 for \$100.

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

8. Approve and authorize a Resolution 2017-6 of intent to sell City-Owned real property at a predetermined cash price of \$100 for parcel #59-30-577-241 Vacant Lot on Allen Street.

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

9. Approve and authorize a Resolution 2017-7 of intent to sell City-Owned real property at a predetermined cash price of \$100 for parcel #59-30-577-242.

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

10. Approve and authorize a Resolution 2017-8 of intent to sell City-Owned real property at a predetermined cash price of \$100 for parcel #59-30-577-243.

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

11. Library Parking lot from FY 16/17 budget decrease from \$30,000 to \$10,000 (4001-0000-903.0000).

Mr. Hatfield feels that Council can not reduce the current Fiscal Year 2016-2017 because of Section 7.6 section (b) of the Charter.

Mayor Zelenko stated she is not recommending this reduction.

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

12. To remove \$60,000 from 1001-6090-974.7049 from FY 16/17 budget

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

K. FIRST READING OF ORDINANCE

1. Approve and authorize the first reading of Ordinance 2017-1-132.02, an Ordinance amending Chapter 132, section 02 of the City of Burton code of ordinances to provide for the penalty for a minor in possession of alcoholic beverages violation as a civil infraction pursuant to state law.

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

2. Approve and authorize the first reading of an Ordinance 2017-2-143.01, an ordinance amending Chapter 143 of the City of Burton code of ordinances by the addition of language prohibiting the contributing to the delinquency of a minor and providing the penalty for the violation thereof.

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

3. Approve and authorize the first reading of an Ordinance 2017-3-130.02, an ordinance amending Chapter 130, Section 02 of the City of Burton Code of Ordinances to provide for a 93 day penalty for ordinance violations which substantially correspond to violations of State law.

Minutes Acceptance: Minutes of May 15, 2017 7:00 PM (APPROVAL OF MINUTES)

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

4. Approve and authorize Ordinance 2017-4-137.03, an ordinance amending Chapter 137 of the City of Burton code of ordinances by the addition of language prohibiting drug tools and paraphernalia and by providing the penalty for the violation thereof.

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

5. Approve and authorize Ordinance No 2017-5-115.02, an ordinance amending Chapter 115 of the City of Burton code of ordinances to require cash deposits for new constructions, constructions in the right-of-way and any other construction.

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

6. Approve and authorize Ordinance No 2017-6-115.03, an ordinance amending Chapter 115 of the City of Burton code of ordinances to provide for the receipt, use and return of deposits made with the City.

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

Meeting was adjourned at 9:04 PM.

Minutes Acceptance: Minutes of May 15, 2017 7:00 PM (APPROVAL OF MINUTES)



CITY OF BURTON
BURTON CITY COUNCIL MEETING
MAY 22, 2017
MINUTES

Council Chambers

Special Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 7:08 PM.

A. ROLL CALL

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

B. STAFF PRESENT

Rik Hayman, Chief of Staff

Teresa Karsney, Clerk

C. ADMINISTRATIVE REPORT

None.

D. AUDIENCE PARTICIPATION

None.

E. COUNCIL ACTION

1. Approve and authorize the override of the Mayor's veto dated May 17, 2017: "To remove \$60,000 from 1001-6090-974.7049 (Park Project from FY 2016-2017 budget."

Mr. O'Keefe stated I want to make sure we are doing the right thing and that we are not in violation of the Charter. I have asked Attorney Doyle for legal advice and an opinion. She gave me a copy of the Uniform Budgeting and Accounting Act and a case example. Everyone should have a copy of this.

Mr. Smith said I would like to start with the January Revenue and Expenditure Report to show where we are on current, real and personal property taxes. What we budgeted for was \$2,096,000. Looking at the Mayor's amended budget as of April 30, 2017 we have collected \$1,976,000, we are still under funded by \$119,000. We are into our budget year at 83.29% and the actual amount of expenses is 84.74%. We are slightly over budget on the expenditures. We are not going to be able to make up the shortage of \$119,000 on June 30, 2017. We only have two main streams of income which is personal property taxes and the state shared revenue.

We are in a deficit budget.

Mr. Haskins stated if this council sets the budget and it's approved, hence any veto's etc., then it is up to the administration to live within the guidelines that this council has set forth. Are we expecting year end transfers?

Mr. Hayman said, yes.

Mr. Haskins said then my recommendation to the administration would be, with 5 weeks remaining, to get the budget under wraps and not have transfers. The budget was set forth by this council.

Mr. Hayman said thank you Mr. Haskins for your recommendation. It is my understanding that we are not in a deficit budget. The yearend transfers should rectify any deficit.

Mr. Haskins said if there are things that are not trending right, council should be made aware of that before the end of the year, or on a month to month basis. When we were on the line item budget that was not being run appropriately. Money was being spent before coming to council to ask for approval on it. You can't spend money that's not there. My recommendation would be to stay with the line item budget and hold the administration accountable. It is up to the administration and its department heads to know their budget and where it's going. If they are anticipating expenditures that are going to exceed that line item, they have to think about that before they spend it, or come to us before they spend it.

Mr. Martinbianco asked Mr. Haskins, did you think that was a proprietary thing that the accounting firm should have brought this to the council with an update and saying they are not following the proper procedure. Do you think our new accounting firm will be able to give us an update on a more regular basis? What are your expectations from the accounting firm to keep us informed?

Mr. Haskins stated if there is not enough money in a line item budget to do what they want to do, the controller should be letting them know that they need to go to council for this. It could also be a lack of awareness with the department heads. Administration has to be held accountable from the council as well. I would recommend that we go back to the line item budget again. It needs to be followed to the "T". Take each line item right down so that there is no extra money in there whatsoever. Anything extra could go into the fund balance or the general fund and use it on what we really need at that time.

Mr. Martinbianco suggested having our new accounting firm give an update on where we are at in the budget every quarter.

Mr. Hatfield said once our budget is set, it should be followed.

Mr. Martinbianco asked if we were under a line item budget under this circumstance, would the council have that authority to move that money without question or fail? We wouldn't even be here tonight under a line item budget if that were true. What is happening here is this, we have the opportunity to reassess things as they go, and the council says it's not moving in the direction we want so we're going to remediate

those assets and we're going to employ them someplace else, whether its roads, water, sewer, administration or whatever the case is. I don't understand why there would be a big issue to do that. Under section 7.6 (b) there is a little bit of leeway there. It states, should it appear that the revenues are less than anticipated, the council may, by resolution, reduce appropriations.

Attorney Doyle stated in that case I would think Budget Control, Section 7.6 (b) would apply, under the recommendation of the Mayor. The Mayor didn't give you a recommendation, but if you consider the monthly stats as her written recommendation or the written data then you follow it. But that wouldn't be unilateral. I don't think you can say, we're in a deficit so we're going to cut some money. I think the amount of money you cut has to reflect the amount of money you are in a deficit.

Mr. Haskins said regarding Attorney Doyle's written opinion, it is basically saying that this council is wrong in their actions. We have documentation providing otherwise. Nowhere in your opinion does it state that council isn't wrong as long the Expenditure and Revenue Report is what you're anticipating as the written recommendation or the recommendation set forth. It seems like it is bias in nature to go along with the administration. There are valid points to everything this council does here.

Mr. Smith said the Expenditure and Revenue Report should have been the first thing Attorney Doyle should have looked at before making her recommendation.

Mr. Hatfield stated this isn't about numbers per say, this is about law. The law is about specific numbers and as I read this, section (b) is about appropriating unappropriated funds and section (c) is about cutting expenditures. Based on section (c) I think we were within our rights to cut money to cover the deficit.

Mr. Smith said we have been balancing our budget by using our savings. This is not revenue. Revenue is what you put in during that time frame of the budget. Not taking it out of the prior year's savings. That's balancing it, but your revenues are under your expenditures.

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

2. Approve and authorize the override of the Mayor's veto dated May 17, 2017: "To decrease the FY 2016-2017 budget GL 4001-0000-903.0000 (Burton Memorial Parking Lot) from \$30,000 to \$10,000."

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

Meeting was adjourned at 7:55 PM.

Minutes Acceptance: Minutes of May 22, 2017 7:00 PM (APPROVAL OF MINUTES)



CITY OF BURTON

BUDGET MEETING

APRIL 17, 2017

MINUTES

Council Chambers

Public Hearing

6:30 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by Councilman Steven Heffner at 6:37 PM.

A. CALL TO ORDER

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

B. PRESENTATION

1. Fiscal Year 2017-2018 proposed budget.

Mayor Zelenko stated today I present a balanced budget for the City of Burton Fiscal Year 2017-2018. Once again, in building this budget, we worked to maintain a balance between keeping a healthy financial posture and addressing critical needs including public safety, infrastructure improvements, and continuing to pay down unfunded liabilities. The budget booklet continues to evolve with standardized and improved descriptions as well as a longer term outlook using the five year forecast. Now that we have had a couple of years to build a history with the newer BS&A HR related modules and better understand the system's capabilities, we are able to better track personnel expenses and the work activities variations between years. It has played an important part of realigning job duties, evolving positions, and putting together this proposed budget.

As you are aware, decades of declining property values and lost revenues have plagued our city and Genesee County with little means to address roads, water, sewer, blight and staffing needs. Although property values are recovering and the accompanying revenues are rising, state constitutional limitations prevent the revenues to recover at the same rate as property values. If we are going to survive as a viable community, we need to be able to provide public safety, good water infrastructure, and roadways to attract developers, business and residents. It continues to concern me that our revenues will not recover fast enough to keep up with the level of services we need in order to continue to grow our community.

The Flint Water Crisis continues to affect the City of Burton. Approximately 100 residents and businesses located in the City of Burton are connected to the Flint

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

water infrastructure. The installation of new water mains in these neighborhoods is anticipated to commence in May with completion estimated to be in November 2017. Until this water main project is completed, the Burton DPW will continue to pick up bottled water, test kits and water filters. The Burton Fire Department will continue weekly delivery to the doors of our affected residents. Our costs for doing this are tracked and will be submitted to the state for reimbursement consideration. To date, we have received approximately \$17,000.00 in reimbursement. The Fiscal Year 2017-2018 proposed budget maintains the Disaster/Emergency Aid line item at \$10,000 for these reasons.

Despite the water crisis, the investment in road infrastructure projects these past few years, coupled with our public safety focus, has given developers, business owners and new residents reason to look at Burton. New business and home builds are on the rise. Trail Ridge subdivision pretty much built out last year; two years earlier than expected. Spring Meadows has seen several new home builds. Mallard Ponds and Cross Creek condominiums have experienced substantial building and Burton Estates is expected to see building activity this year. Meijer's major renovation last fall, has demonstrated their commitment to our community and has sparked encouragement among several other businesses to renovate.

The additional code enforcement position approved last year, has allowed an increased focus on blight elimination, property clean-ups and code enforcement. In addition, the anticipated increased number of inspections on new home builds, renovations and businesses is why this proposed budget incorporates additional funding for these area. Five blighted properties in Burton have been included for demolition this year in the grant with the Genesee County Land Bank through the Michigan State Development Authority's Hardest Hit Fund. We continue to look for and apply for demolition grant dollars through these partnerships.

Public safety remains the number one priority of this administration. We continue to work to incorporate the elements of our successful police millage and keep our pledge to the voters. One of the goals of the millage was to increase the number of sworn officers to 36. We stretched to grow the department to 40 in Fiscal year 2015-2016. While we have budgeted for 40 officers in this budget, we will have two officers on military deployment through part of the upcoming fiscal year and we have had one resignation. Due to the forecasted revenues, we did not budget for more than 40 officers.

Another goal of the police millage was to utilize the unencumbered general operating millage to address the needs of our other city departments in adequate staffing levels, road, drainage, water, and sewer infrastructure repairs and additional payments on the unfunded pension and OPEB liabilities. The past few years, increased training in the Fire Department and updated equipment has been a priority as well as exploring the possibility of EMS services in the future. This year we are putting forth a stronger focus on finding new firefighters to join our department as we struggle to keep a good staffing ratio.

Staffing levels in the road division is down by 2 positions, the water and sewer division is down by 4 positions and the motor pool division's mechanic and serviceman positions are vacant. While these positions are all included in this proposed budget, hiring has been slowed due to several factors; labor contract

negotiations, finding and interviewing qualified candidates, an administrative decision to delay hiring as a temporary cost savings measure, as well as further evaluation of the personnel need compared to the city's ability to afford the level of services.

In addition to the new water main resulting from the Flint Water Crisis, the water and sewer divisions are continuing with the phases of replacing the infrastructure utilizing the Drinking Water Revolving Fund and State Revolving Fund. Phase 4 of the Tower District water main replacement is underway. Recently, the State has given us an additional \$500,000.00 in principal forgiveness on Phase 3; bringing the total to \$2 million for the DWRF five phased project.

Despite the under staffed road division, we are working overtime to address potholes, shoulder work, and drainage issues. In addition, they are updating the road plan and will be asking for additional council input on exploring funding options as there is no progress on adequate road revenues from the state or federal programs in the foreseeable future. We will be able to address this together through the budget workshops. There are four Transportation Improvement Projects (TIP) this year; Center Rd. CMAQ, Bristol Road Bridge, Center Road (Lippincott to Lapeer), and Saginaw St...(Bristol to Hemphill) as well as restoration on Belsay Rd. and Lapeer Rd. totaling approximately \$1.3 million for the City's match reflected in this budget.

Lastly, this year we will begin the third phase to refresh our computer/work stations, software upgrades, improve website content and further address building security needs.

While local governments, including Burton, continue to face serious challenges, this administration works hard to find opportunities to move forward in a fiscally responsible manner. We owe it to our citizens and they expect it of us.

In closing, I want to thank you for your support in moving our city forward and express that I am encouraged by your new focus on goal setting. Having shared goals will make it more effective in finding the best paths to obtain them. These are exciting times for our community as so many aspects are evolving into a new way of doing business and providing services.

I look forward to working with you during the upcoming budget workshops. Councilman Smith stated being a finance chair for the City of Burton is very challenging because we are in the process of rightsizing our City. The economy has changed in the area locally. I have prepared a bridge version of where we are headed as a city, financially. I will start with our budget year for 2015-2016 pertaining to the General Fund. It reads our general budget and administrative costs were 31 cents out of every dollar for labor for the city. The legacy cost payment was 12 cents out of every dollar. This brings the total to 43 cents out of every dollar that went to general government and administration in legacy costs. The general fund for 2016-2017 budget year rose to 36 cents of every dollar for labor and our legacy costs were up to 15 cents of every dollar. Keep in mind we are putting a million dollars in every year on top of our normal MERS payment. This brings the total to 51 cents of every dollar is now going toward labor and legacy. The proposed budget for 2017-2018 budget year, the general government and administration went from 36 cents to 40 cents out of every dollar for labor and the legacy costs went from 15

cents to 17 cents out of every dollar, bring the total to 57 cents out of every dollar. Lansing has been cutting what they send us. Several years ago, twenty two percent of the police officers pay was going toward the MERS payments to pay for the police officers that had retired. We are putting in \$160,000 to \$180,000 per year to subsidize the payment that the police would have to make to cover their obligation on their pension. So a half a million dollars went in, not to reduce our legacy costs, it was so that a police officer could afford to come here and work in Burton. The police millage generates about 3.4 to 3.5 million dollars a year. One whole year of that police millage has went into labor and legacy and we are still bleeding.

On the labor side unions are saying they haven't had a raise in 6-8 years. Our payroll is going up about 10% per year. In three years our payroll has grown from approximately 5.2 million to 5.8 million dollars. This is prior to the new union contracts. That's over 30% growth in three years. We want good roads, good police and fire and keep the infrastructure up. Unfortunately, the financial wherewithal is not there. I would like to commend Tim Rapacz from the Zoning Board. He sent me a 37 page document from 2014 that touched on bankruptcy of a municipality from a federal level and the difficult balance between services and being able to pay for those services. It states that pension benefits that are sustainable and affordable in public services are at a level to develop and foster growth in business and new jobs. Such growth will allow the municipality to increase the taxpayer base and revenues and meet reasonable and employee related expenses. It states, unless these goals are met corporate and individual citizens will leave.

According to the most recent U.S. Census, Burton had 29,999 residents in 2010. The U.S Census projects that in 2015 we have 28,788 residents. We have lost 4% of our population. This means that 1,250 people no longer live in Burton, so they are not paying taxes. We are not sustainable yet. The Mayor provides a balanced budget but we have been running a deficit budget for the last few years because we have had to go into our general fund. We have some tough decisions to make. The next three or four years are going to determine where we go.

C. OPEN PUBLIC HEARING

1. Hear Public comment on Fiscal Year 2017-2018 proposed budget.

Tom Gorang of Burton said he thanks the City Council and Administration for the hard work they are doing in these difficult times, with limited funds and resources. As a local citizen my priority would be to continue with the infrastructure and improvement in roads, public safety and blight elimination. This is also important to bring in new business and residents.

Kim Sadler of Burton stated I have lived in Burton for three years. My suggestion would be that Council come up with a percentage of cuts to the budget even if it goes into negotiations. Get everyone on the same playing field with the understanding of what we can hope for in the future. Also, there was a special assessment put together for the streets in Beechwood Estates. The streets are falling apart and you are not that far away from having to replace everything all over again. My other question is, with as little bit of snow we have gotten in the last few years, why can't we get the streets cleaned in 24 hours. If it is a problem with machinery or personnel, I suggest you look into short term contracts in the case of

emergency snow removal and prioritize some of it.

Rick Fuhst of Burton stated I was negotiating with an electronics company that wanted to build a factory. They were interested in a piece of property off Genesee and Davison Road along the tracks. It would have been a nice place for the factory, a lot of acreage, access to the expressway and airport. The millage passed, Bentley School District said they needed more money and it was at that point that they decided to say no. They said we don't have our budget under control and they were not interested in building in our city. If we don't have a good base to the budget, it is going to be very difficult to bring good businesses in.

John Hubbard from Burton stated he thinks Mayor Zelenko's priorities are appropriate in terms of looking at the health and wealth fare of the citizens. That is the primary goal of government. Mr. Smith's presentation was very informative and I thank you for that. I think the legacy costs is the major threat that this city faces. My question is, has there been a person or a committee assigned for this specific responsibility of developing a strategy for approaching this legacy problem. Also, I don't understand why the roads that we do fix do not last that long.

Councilman Martinbianco said the Mayor has been appointed by the Governor to a legacy administrative team to try to address those issues because that expands farther than the City of Burton.

Chris Johns of Burton stated as a member of the Planning Commission, I am asking you to please take deliberate and due steps to develop a Park system. We need a true central location where we can have the Movies in the Park program and possible a dog park as well. I represent two people from the Orchard Estates. We have an interest in beautifying the city. We are asking for support of the city, in this case cleaning up the area of Belsay Road from the Orchards down to the gas station on Atherton Road. There are people in the city that want to do the work. They are not looking to get paid but they will need help disposing of the debris they have from the cleanup. Continue with Keep Genesee County Beautiful whether it be the intersections or the blight that the mayor addressed with her presentation. The Iron Bell Trail, Burton South to Grand Blanc, could be an opportunity for development. Incorporate additional space along the roadways for people who bike and walk. Look at the overall speed and maybe reduce the speeds on some of these streets. Also make a real effort to promote the benefits of Burton in regards to location and affordability. I think there are very few places in Genesee County that have the housing stock and the location that Burton has to offer. We can bring people in if they know about the housing values in Burton. Mundy Township and Swartz Creek had a regionalization project with the police force. Looking into the benefits of regionalization I am thinking there might be some back offices things where there could be some sharing of services across different departments, whether it be Grand Blanc Township or Burton. That may offer a financial benefit to other places. Thank you for the discussion on the pension. We know what happens here in Burton also has to happen at the county and state level. We are very aware of the legacy cost issues so please be diligent in addressing that.

D. CLOSE PUBLIC HEARING

Meeting was adjourned at 7:13 PM.



CITY OF BURTON

BUDGET MEETING

APRIL 25, 2017

MINUTES

Council Chambers

Budget Workshop

6:30 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by Councilman Steven Heffner at 6:30 PM.

A. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Councilman	Present	
Duane Haskins	Councilman	Late	6:38 PM
Dennis O'Keefe	Councilman	Present	
Steven Heffner	Councilman	Present	
Vaughn Smith	Councilman	Present	
Steven Hatfield	Councilman	Present	
Christina Conley	Councilwoman	Present	

B. STAFF PRESENT

Paula Zelenko, Mayor
Ginger Burke-Miller, Controller
Doug Bingaman, Treasurer
Sue Warren, Human Resource Director

Rik Hayman, Chief of Staff
Robert Slattery, DPW Director
Teresa Karsney, Clerk

C. AUDIENCE PARTICIPATION

None

D. BUDGET DISCUSSION

- Proposed Budget for Fiscal Year 2017-2018.

Mr. O'Keefe asked if we can take a straw vote to pass each department budget. This way we have the head of that department here and we can ask questions of them if needed.

Mr. Martinbianco stated that we still might have to go back and cut the budget again.

Mr. Smith went over the history of the city's financials from the past and talked about the unfunded liabilities. He is comparing actual to what was budgeted. He also looked at the number of employees we currently have.

Mayor Zelenko stated that we are currently evaluating each department and every employee's skill level, certifications and their ability to do the job.

Mr. Smith stated that the revenues are at 4.070 mills. With Council cutting this to 4.000 mills we are basically going to have to cut \$411,000 dollars from this budget.

Mr. Heffner stated the Mayor should have proposed a balanced budget at 4.000 mills. We shouldn't have to cut each department.

Mr. Martinbianco stated that this only affects the general fund.

Estimated Revenues Page 10

Mrs. Burke-Miller explained the revenues for this budget. The Mayor's proposed budget was prepared at 4.070 mills.

Sale of Assets (1001-0000-673.000) was reduced from 15-16 for the sale of Cross Creek.

State Shared Revenues come off the State of Michigan website. These are statutory and constitutional revenues. The State has the right to change the formula for statutory revenue. This is how they have been balancing the budget.

2071 Public Service Page 14

Mrs. Burke-Miller stated that the biggest difference is Drains at Large. We started breaking out the principal and interest for audit purposes. Street lighting: the Consumers credits have been exhausted in 2015-2016 fiscal year. Consumer's has told us when the lights go out they are replacing them with the new energy efficient bulbs. We have reduced the holiday decorations/labor. This cost is for the DPW to put up the holiday decorations.

Mr. O'Keefe stated that the pay back on LED lights is 12.2 years to replace the sodium vapor lights.

Mr. Slattery said he is looking into leasing the holiday decorations which would include them putting them up and down. Then we could sell all our old decorations. They would store, put up, take down and maintain all the decorations.

Council took a break at 8:07 p.m. to 8:17 p.m.

Mrs. Burke-Miller stated that yes the DDA has it in their budget for holiday lights.

Economic Development (1001-2071-880.0000) was moved from the Assessing Department to Public Services because this has nothing to do with the Assessing Department. Mayor Zelenko is the representative and Rik Hayman is the alternate.

2053 Treasurer Page 13

Mrs. Burke-Miller stated that in the Treasurer budget there is not any significant changes.

Mr. Martinbianco asked about the staffing in the Treasurer office. Is one of the clerical a deputy treasurer?

Mr. Bingaman stated we have 2 clerical and himself. No they are both collection clerks.

Mrs. Burke-Miller said that we had to keep the MERS rate the same because we didn't have a new employer rate when the budget was done. In the Treasurer's office there is one full time clerical person that comes out of the enterprise fund. Person charged to the enterprise fund is split between water and sewer. The other clerical is spread over several different funds.

Mr. Heffner stated we need to reduce each department because the proposed budget was at 4.070 mills. This budget needs to be at 4.000 mills.

Mr. Bingaman stated that this budget is a little less than last years budget. Before this meeting Mr. Bingaman contacted the printer on the Tax Roll expense (1001-2053-827.0000) and he did over estimate that line and we can take \$2,000 out of 1001-2053-827.0000. This would take line the item 1001-2053-827.000 from \$9,500 to \$7,500.

Council asked what Contractual Service is for?

Mr. Bingaman stated the contractual service is for our armored car service. We can also reduce it by \$400 because the long distance has been reduced. Reduced contractual service(1001-2053-818.0000) from \$3,000 to \$2,600.

2009 Assessor Page 12

Mrs. Burke-Miller stated that salary permanent is at \$141,700. We did hire another person in the assessing office to meet our requirements of getting our staff out in the field doing assessment values. It is a recommendation from the State of Michigan.

Mr. O'Keefe doesn't like that the Assessor wage is going up but the Charter 5 have not had a raise in 9 years.

Council would like the Assessor to be here if we are going to talk about his department.

Going to hold off on this department until he can be here.

2023 Controller page 13

Mrs. Burke-Miller stated that the fringe benefits for SEIU has declined. SEIU division has increased the number of people in that division and its spread over more people. Information Tech Allocation has been reduced because we are going to use up some of the IT Department fund balance so we are cutting this in all departments.

Council wanted to know who is being charged to salaries permanent and at what percent.

Mrs. Burke-Miller said there is a controller, deputy controller and senior accountant. All three of us are allocated to several different departments. Twenty percent of the Controller wages is covered under the Senior Millage. The other eighty percent is divided among several departments.

Council asked what the \$3,600 in Office Equipment (1001-2023-984.000) is.

Mrs. Burke-Miller said the new office equipment is for new locking file cabinets. The purchasing department is in the Controller office and is split over several different funds.

Council decided that Office equipment (1001-2023-984.0000) is going to be reduced by \$3,600. Might put back in the future.

1091 Election Page 11 & 12

Mrs. Burke-Miller stated that we reduced the election department because of the Transfer to Capital Improvement. In the past we have set aside enough for the new election equipment. We have reduced this amount this year. IT Tech was reduced.

Mrs. Karsney stated that Genesee County has chosen the new equipment for the whole county. We increased Fees per Diem because we have to train all the election workers on the new election equipment. In contractual service (1001-1091-818.0000) I can reduce this by \$2,300 because we don't have to pay maintenance on the new equipment for the first five years. This would take Contractual Service (1001-1091-818.0000) from \$6,300 to \$4,000.

Council asked salaries permanent reflect who?

Mrs. Karsney stated it is 75% for the Deputy Clerk and 75% for the Record Tech. Training for election workers is paid under Fees per Diem. Training line item is for my office staff.

2015 Clerk Page 12 & 13

Mrs. Burke-Miller stated you will see the IT Tech Allocation is reduced again. Training has stayed the same for what we have budgeted. We have not used the full amount so far this year. On page 13, there is only one line item there, it is a \$1,000 for new equipment.

Mrs. Karsney said that our training classes are not until June and it will be used. New equipment is for new equipment if a printer goes down.

Mr. Haskins asked since we added the Deputy Clerk title can that office run with just a Clerk and Deputy Clerk. He suggested combining the receptionist position with the Record Tech in the clerk's office.

Mrs. Karsney stated no. We have always had three positions in the Clerk's office. The record tech that is charged at 25% is just for videotaping of the meetings. In salary permanent the Deputy Clerk (Racheal) is charged 25%, Record Tech (Marcy) is charged at 25%, Record Tech (Matt) is charged at 25% for videotaping of the meetings. The Clerk is charged at 100% to the Clerk Salary.

Mr. Heffner suggested using interns in the City.

Mr. Haskins stated that we would have to see if the unions would allow that.

1001 Council Page 10 & 11

Mrs. Burke-Miller stated that the Information Tech Allocation declined because of the reason stated before.

Mr. Smith asked if Mrs. Burke-Miller could explain what the Insurance (1001-1001-910.0000) consists of?

Mrs. Burke-Miller said it is the property and liability insurance with MML.

Mr. O'Keefe said that the legal fees is a little low.

Mrs. Burke-Miller stated that when we proposed the budget we thought some of the union contracts would be settled. So that is why we lowered it. It may need a budget amendment for this line.

Council asked every department to cut their budget. City Council didn't cut their own budget.

2065 City Hall Page 13 & 14

Mrs. Burke-Miller stated that salaries permanent went up because there was a personnel change which will also change the fringe benefits. Information Tech Allocation has been reduced because of the reason stated earlier.

Council asked what City Hall expansion/lease debt is. They also wanted to know when that would be paid off. Also wanted to know when the Janitorial service is done.

Mrs. Burke-Miller said that is the expansion of this building. That is through April 1, 2021.

Mayor Zelenko stated the janitorial service contract is for 2 more years.

Council wanted to know what is in Contractual Services. Also wanted to know what equipment rental is for. Utilities are projected the same as last year. Shouldn't this have gone down because of the LED lights?

Mrs. Burke-Miller said that is for pest control, shredding services, scheduled maintenance on the elevator. Equipment rental is for the trucks for maintenance on the building, plowing of driveway or the mowers for the lawn. We did budget the \$1,000,000 for the pension unfunded liability.

Mayor Zelenko stated that the LED lights will help and not having all the lights in the office on.

Council asked if we could cut anything out of City Hall budget. What does overtime entail?

Mayor Zelenko said we could cut a little out of Building Maintenance & Supplies

(1001-2065-937.0000) which was for security upgrades. We really need to address the sprinkler system. Going to cut Building Maintenance & Supply (1001-265-937.0000) from \$35,000 to \$25,000.

Council is considering taking out the \$57,000 for the new boiler for City Hall which was on page 53 in the Capital Improvement request.

Mrs. Burke-Miller stated that overtime in City Hall is for the DPW to work at City Hall.

9099 Transfer Out Page 16

Mrs. Burke-Miller stated that Transfer Out is money transferred out to other funds from general fund. This time around we have transfer out to Fire Department, Police Department, Building Fund, Senior Citizen Fund and other funds. The one going out to other funds have historically stayed beneath the \$125,000. These amounts are for the special assessments. To the police fund because we are using some of the fund balance and only transferring \$500,000.

Council decided not to talk about Transfer out until they get to each department that requires a transfer.

6077 Self Insurance Page 51

Mrs. Burke-Miller stated that you have the contribution from other funds. Then you have the expenses for the Health Care Premiums, Pharmacy premiums, and Dental Premiums.

1071 Mayor Page 11

Mrs. Burke-Miller stated salary permanent was decreased because we moved the ¼ of the Record Tech to the IT budget and that also affected the benefits. We didn't have anything in auto repair for the current year but we have \$500 for fiscal year 2017-2018. We got rid of overtime in this department by moving the Record Tech person to the IT Department.

Council asked what falls under miscellaneous.

Mayor Zelenko said that under miscellaneous it is for a staff lunch, keys to the City, lunch when we have work detail from the jail. She said that she has already cut her budget.

Council asked who the training is for. Thoughts are to take \$3000 from the Training (1001-1071-864.0000).

Mayor stated the Training line item is for Paula Zelenko, Mayor; Sue Warren, Human Resources; Bette Bigsby, Benefits; Rik Hayman, Chief of Staff.

Council decided to take \$3000 from Training (1001-1071-864.0000); Training (1001-1071-864.0000) from \$10,000 to \$7,000.

Meeting was adjourned at 10:22 PM.



CITY OF BURTON

BUDGET MEETING

APRIL 26, 2017

MINUTES

Council Chambers

Budget Workshop

6:30 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by Councilman Steven Heffner at 6:35 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	
Vaughn Smith	Councilman	Present	
Steven Hatfield	Councilman	Present	
Christina Conley	Councilwoman	Present	

B. STAFF PRESENT

Paula Zelenko, Mayor
Bob Slattery, DPW Director
Bette Bigsby, Benefits

Sue Warren, Human Resources
Dave Marshke, Water Supt/Forman
Ginger Burke-Miller, Controller

C. AUDIENCE PARTICIPATION

None

D. BUDGET DISCUSSION

- Proposed Budget for Fiscal Year 2017-2018.

Mayor Zelenko let Council know that they were not able to get the information that council requested today but will put it in your boxes tomorrow.

Water Revenue (5091) Page 41

Mrs. Burke-Miller stated DWRP #4 Grant Revenue (5091-0000-539.2018) for 2016-2017 we have received \$500,000 in forgiveness from the State. So change the \$1,000,000 listed there to \$500,000. In fiscal year 2017-2018 the \$4,600,000 needs to be changed to zero, because the bond proceeds are balance sheet items and is not considered grant revenue. The bond proceeds will be accounted for on the balance sheet. In the Usage Fee that relates primarily to recommendation from the DWRP projects that we have been doing. Inspection and Approval fees look significantly higher. In the Community development block grant (5091-0000-691-0651) we have taken that to zero because we expect the work to be done by June 30.

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Water Expenses Page 41-42

Mrs. Burke-Miller stated that in Salaries Permanent (5091-5091-706.0000) in the current year 2016-2017 was \$422,900 but we decreased that to the \$342,900 due to the fact of the vacancy that we have in DPW.

Council asked under Salaries Permanent how many employees would that represent.

Mr. Marshke stated that we are down 4 employees currently.

Mrs. Burke-Miller stated OPEB Expense (5091-5091-719.1000) this is a line item we only see in the enterprise funds. This is just an estimate until we do our calculations at year end, so this may change. This is a reporting requirement by GASB. Information Tech Allocation (5091-5091-728.0000) was reduced because we are going to use up some of their fund balance. Pipe and Fittings (5091-5091-789.0000) has increased and I will let Mr. Marshke explain that.

Mr. Marshke stated he has to purchase 75 new meters and related fittings for the Flint Water main project (on Cheyenne and Menominee).

Council asked what is the \$235,000 in Contractual Service (5091-5091-818.0000) for.

Mr. Marshke stated that is for the spaghetti lines that run behind homes to get them out front to their respective water main. To dig it up and reroute it out front to the new curb stop. By January 1, 2018 we are required to get an Asset Management Plan in place which is required by the MDEQ. This will cost approximately \$75,000. We are half way there with our Water GIS which you approved last year. The MDEQ is going to require any municipality that services over a 1000 customers to have this Asset Management Plan. We just have to do ours sooner because of the Flint Water Crisis.

Mrs. Burke-Miller stated that we are only budgeting for utilities (5091-5091-920.0000) \$10,000. I will let Mr. Marshke explain why.

Mr. Marshke stated we decommissioned two of our old well houses this past year. We no longer have to mow, heat, or power them. We will no longer have those expenses on those wells. We currently have the Webber well and I am considering getting rid of that one as well.

Mrs. Burke-Miller stated that the Special Assessment City Owned property (5091-5091-957.0020) is for the property that the City still owns in Burton Estates which is declining. Next we have the Storz Hydrant Couplings (5091-5091-970.0000) Mr. Marshke will talk about this.

Mr. Marshke said that we need to put \$10,000 in Storz Hydrant Couplings (5091-5091-970.0000) because he had a little oversight on this line. This is an ongoing program for the Fire Department to outfit the Major Road fire hydrants.

Council wanted to know why it is not coming out of the Fire Department Budget. Also no money has been used for 2016-2017 fiscal year.

Mr. Marshke stated it is a water asset which is why it is in the Water Department budget and that he just placed the order for 2016-2017 fiscal year. We are getting 70 fittings this year because the price went up.

Council asked Mrs. Burke-Miller to explain the salaries in the water department.

Mrs. Burke-Miller stated that the Administration Salary (5091-5091-703.0000) is part of Mr. Slattery and Mr. Kray's salary that gets booked in that line.

Mayor Zelenko stated Supervision Salaries (5091-5091-705.0000) is part of the superintendent and the foreman. Salaries permanent (5091-5091-706.0000) is 50% of every laborer and tech. We have 9 in the department and one of them is in the office, there is also 4 vacant positions. But it is based where they are actually working. She told council to refer to page 57 in their budget book for the breakdown of the employees.

Council took a break at 8:15 p.m.

Council came back from break at 8:30 p.m.

Water Asset Request Page 53

Mr. Marshke stated our boring machine is antiquated. To get the service lines to the other side of the road we need to bore under the road. The estimate I got is around \$15,000 for a new one. The need for this is picking up do to all the new builds we have going on in the City. It is a much needed item. The equipment we have is a safety hazard.

Mrs. Burke-Miller stated this is a balance sheet item and will be depreciating it over the life of the equipment. The money comes out of the water fund balance.

Council was good with the purchase of boring machine.

Sewer Asset request Page 53

Mr. Marshke stated that there is no trade in value in our current Vactor truck. Last year we had to put over \$10,000 in repairs. This is his recommendation that the city purchase this new Vactor truck.

Some of Council feels it is expensive. A few of council feels this is why we have money and we should have the proper equipment. Council decided to wait another year on a Vactor Truck.

Sewer Revenue (5090) Page 39

Mrs. Burke-Miller stated we are done with the Saw Grant now. Tap in Fees (5090-0000-610.0000) are on the rise because of all the new builds we have had in the City. This would also increase the Usage Fees (5090-0000-611.0000) for that same reason.

Mr. Marshke stated that we also have an inflow and infiltration problem with our sewer system. Depending on the amount of rain we get can change the amount of sewage the County is metering for us. The report from the SAW Grant will be coming out by the end of this year.

Sewer Expenses (5090) page 39-40

Mrs. Burke-Miller stated the Administration Salaries, Supervision Salaries, Salaries permanent are the same people as they were in the Water Department. Pipe and Fitting (5090-5090-789.0000) is for SRF repairs and fixing of the Inflow and Infiltration problems. We are now breaking out overtime (5090-5090-709.000) so you can see it. We have the Information Tech Allocation (5090-5090-728.0000) that was reduced as we discussed early. Operating Expenditures (5090-5090-757.0000) we want to stay consistent.

Council asked what contractual service is for.

Mr. Marshke stated now that we did our initial assessment of the sewer system, there are a lot of point repairs we have to make and we have to raise some of the man holes. I am going to need assistance from outside services.

Mrs. Burke-Miller stated that the pension expense (5090-5090-875.0000) is the same as the water department. We can't calculate this until we get the figures from MERS. Pump station expense (5090-5090-929.0000) we have decreased because of the improvements we have made. Repairs & Maintenance (5090-5090-934.0000) is a big jump and I will let Mr. Marshke explain it to you.

Mr. Marshke stated the repair & maintenance is for working on the inflow & infiltration problems we have in the sewer system.

Council decided to up Contractual service (5090-5090-818.0000) from \$280,000 to \$300,000. Repairs and Maintenance (5090-5090-934.0000) were decreased from \$200,000 to \$100,000.

Mrs. Burke-Miller stated the Interest on SRF Financing has gone up because we are drawing down on the SRF and this is per the debt schedule.

Planning - Have been moved to another night.

Zoning - Have been moved to another night.

Building - Have been moved to another night.

Meeting was adjourned at 9:33 PM.



CITY OF BURTON

BUDGET MEETING

MAY 4, 2017

MINUTES

Council Chambers

Budget Workshop

6:30 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by Councilman Steven Heffner at 6:37 PM.

A. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Councilman	Late	6:45 PM
Duane Haskins	Councilman	Present	
Dennis O'Keefe	Councilman	Present	
Steven Heffner	Councilman	Present	
Vaughn Smith	Councilman	Present	
Steven Hatfield	Councilman	Absent	
Christina Conley	Councilwoman	Absent	

B. STAFF PRESENT

Rik Hayman, Chief of Staff
Ginger Burke-Miller, Controller
Tom Osterholzer, Police Chief
Bette Bigsby- Benefits

Teresa Karsney, Clerk
Marvin Epperson, Fire Chief
Sue Warren, Human Resources
Kirk Wilkinson, Assistant Chief

C. AUDIENCE PARTICIPATION

None

D. BUDGET DISCUSSION

- Proposed Budget for Fiscal Year 2017-2018.

Mr. Hayman stated that the Mayor regrets she wouldn't be unable to attend tonight's meeting due to a death in her family.

Finance Chairman Smith stated he received an email from Mayor Zelenko requesting the Planning, Zoning and Building Department be moved to the meeting on May 16, 2017.

Police K9 Revenues Fund Page 25

Mrs. Burke-Miller said that the revenues for this fund comes from donations.

Police K9 Expenses Page 25

Mrs. Burke-Miller stated the expenses in this account are for vet bills and kennel fees.

Drug Law Enforcement Revenue Fund Page 24

Mrs. Burke-Miller stated the revenues for this fund is Drug Forfeiture cleared.

Drug Law Enforcement Expenses Page 24

Chief Osterholzer stated in the current year we are issuing new weapons to the whole department. This is all done with drug forfeiture fund so that no civilian dollars are spent on this.

Police Revenue Fund Page 21

Mrs. Burke-Miller stated that revenue pretty much stayed the same. Line item 2007-0000-573.0000 Local Community Stabilization, this is what the State is making up from the loss from personnal property taxes that went away. In F.A.N.G. Charges (2007-000-629.7773) we use to have 3 officers but now we only have two.

Chief Osterholzer stated it is no longer a percentage that we are getting, they are paying \$45,000 per officer. For the F.A.N.G. vehicle, they are billing us monthly but at the end of the year they will reimburse us for the vehicle.

Mrs. Burke-Miller stated that the Contribution from General Fund (2007-0000-691.1001) has gone down. The DDA (2007-0000-691-5013) is transferring in \$5000.

Council asked how many officers that we currently have.

Mrs. Burke-Miller said we budgeted for 40 officers.

Chief Osterholzer stated we currently have six sergeants (with 1 on leave), two sergeants on second shift, two sergeants on third shift, 1 sergeant on days, 1 at F.A.N.G. We have two lieutenants on days and myself. We currently have 2 officers on leave serving overseas. We have 1 vacant position.

Mrs. Burke-Miller stated we have \$7,400 for overtime for Back to the Bricks. We will be getting \$5,000 from the DDA to put toward the \$7,400 expense.

Chief Osterholzer stated that the week of Back to the Bricks is a mandatory work week. We adjust officer's hours to best fit, so we have as many on straight time as possible. No vacations will be approved that week. We police the City of Burton first for this event.

Mr. Smith stated that when you look at the beginning fund balance for this budget and the ending fund balance, we are using fund balance to support the police department. Next year we will have to transfer more.

Mrs. Burke-Miller stated the IT was reduced because we are using fund balance in the IT department.

Council was asking why we are getting so many cars. Didn't we have an accident

down in front of Elga Credit Union? What is the \$136,000 in Police Vehicle (2007-2007-985.0000) what is that for?

Chief Osterholzer stated that most of our vehicles already have over 100,000 miles. This is part of our fleet rotation plan and that why we are asking for 3 this year. These three cars are not replacing the car from the accident. We got \$14,000 from the insurance company for the car. That is to replace the 3 oldest vehicles we have and rotate out three vehicles.

Council made a decision to cut the Police Vehicle (2007-2007-985.0000) from \$136,000 to \$100,000 but this would be reconsidered at the final budget numbers.

Fire Department Revenues Page 27

Mrs. Burke-Miller stated that revenue Line item 2006-0000-573.0000 Local Community Stabilization, is what the State is making up from the loss from personal property taxes that went away. Fire recovery fees we are budgeting at \$20,000. Contribution from General Fund is staying consistent.

Fire Department Page 27 & 28

Council asked where we are on employees in each station. Is it our goal to get back to a total of 63 employees?

Chief Epperson stated we have three stations and a total of 40 firemen. Station #1 has a total of 10 employees, Station #2 has 20 employees and Station #3 we have 10 employees. We also have 2 shifts from 4:00 a.m. to 4:00 p.m. and 4:00 p.m. to 4:00 a.m. We are currently looking to do background checks and testing on 13 new firemen. Chief Epperson stated we would like to be up to 55-60 employees.

Assistant Chief Kirk Wilkinson stated the part time Firemen are on call and only get paid when we have a fire. The overtime line (2006-2006-709.0000) is for the when we have a fire run on the 12 paid holidays. We are looking at hiring 13 this year because that is what we have equipment for and won't have to buy additional equipment.

Council asked how we can hire 13 employees when the training budget is the same as last year.

Chief Epperson stated that Training and Certifications (2006-2006-864.0000) is for the fire chief and the assistant fire chief. Training for the rank and file is 2006-2006-962.0000. On the EMT training we were able to get 5 of the employees certified. We have six engines and two squads in our fleet we are asking to update the lights from halogen lights to LED lights on all of our scene lights.

Council asked what is contractual service (2006-2006-818.0000) and equipment rental (2006-2006-943.0000) for?

Chief Epperson stated contractual service is State mandated. It is our hose testing, ladder testing, pump testing, and our DOT, etc. Equipment rental is for the DPW to do lawn mowing and snow plowing the parking lot at the fire stations.

Mrs. Burke-Miller stated we only put \$50,000 in Transfer to Fire Capital Projects (2006-2006-999-4206) because we had reduced this to \$50,000 last year.

Fire Capital project fund Page 30

Mrs. Burke-Miller stated you will see the \$50,000 from transfer to Fire Capital projects coming into this account (4026-0000-691-2006) as revenue. At the end of 2017/2018 fiscal year we will have a fund balance of \$250,000 in this account.

Asset request Page 53

On page 53 the Fire Department is requesting to purchase a ladder truck with the \$250,000 down and a payment of \$58,406.00 per year for an additional 15 years.

Chief Epperson stated that our average engines are 17 years old. The engine at Station #1 we put \$18,000 in parts last year. We are unable to get parts for this engine. We have applied for grants for a ladder truck. We really need a ladder truck here in Burton. We do have aid from other communities but sometimes it takes 20 minutes to get a truck there.

Assistant Chief Wilkinson stated we are looking to use the \$250,000 as a down payment and finance a truck over 15 years. It takes approximately 13 months to order a truck.

Payments would be \$58,406.00 over 15 years. This would give us a dual purposes truck and would replace the 23 year old engine that has a pump we are unable to get parts for. It will be used on a day to day basis but it would also have a ladder if we need it.

Council asked the Fire Department to come back with an estimate for just a pumper truck that doesn't have a ladder on it at the May 23, 2017 meeting.

Meeting was adjourned at 9:45 PM.

Minutes Acceptance: Minutes of May 4, 2017 6:30 PM (APPROVAL OF MINUTES)



CITY OF BURTON

BUDGET MEETING

MAY 15, 2017

MINUTES

Council Chambers

Public Hearing

6:30 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by Councilman Steven Heffner at 6:35 PM.

A. CALL TO ORDER

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

B. PRESENTATION

1. Fiscal Year 2017-2018 proposed budget.

Mayor Zelenko stated that it was not published correctly so that why we are having this meeting.

C. OPEN PUBLIC HEARING

1. Hear Public comment on Fiscal Year 2017-2018 proposed budget.

President Heffner opened the public hearing at 6:36 p.m.

No public comments

D. CLOSE PUBLIC HEARING

President Heffner closed the public hearing at 6:37 p.m.

Meeting was adjourned at 6:37 PM.

Minutes Acceptance: Minutes of May 15, 2017 6:30 PM (APPROVAL OF MINUTES)



CITY OF BURTON

BUDGET MEETING

MAY 16, 2017

MINUTES

Council Chambers

Budget Workshop

6:30 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by Councilman Steven Heffner at 6:30 PM.

A. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Councilman	Late	6:48 PM
Duane Haskins	Councilman	Present	
Dennis O'Keefe	Councilman	Present	
Steven Heffner	Councilman	Present	
Vaughn Smith	Councilman	Present	
Steven Hatfield	Councilman	Absent	
Christina Conley	Councilwoman	Present	

B. STAFF PRESENT

Rik Hayman, Chief of Staff
Bob Slattery, DPW Director
Ginger Burke-Miiller, Controller
Chris Howser, Road Superintendent

Sue Warren, HR Director
Greg Kray, Deputy DPW Director
Racheal Boggs, Deputy Clerk
Stuart Worthing, Building Official

C. AUDIENCE PARTICIPATION

None.

D. BUDGET DISCUSSION

- Proposed Budget for Fiscal Year 2017-2018.

Mr. O'Keefe stated last year when we changed the revenue, we had a shortfall of \$365,000. In January, the Mayor presented \$476,000 worth of cuts. The net difference is \$111,000 so using the same principle we have been using we can add the \$111,000 to the tally sheet.

Planning/Zoning Pg. 15

Mrs. Burke-Miller stated the expenditures for Planning and Zoning are for the Building Official. Salaries Permanent is split 45% into Planning, 45% into Zoning and 10% into Building. There are also boards and commission and the rest is staying the same.

Building Department Pg. 38

Mrs. Burke-Miller stated for Permits and License (2049-0000-450.0000) we are at

\$117,000 for the current year so we feel the estimated \$130,000 is a good number. The contribution from General Fund has decreased. In the current year, we have \$364,400 and for the Mayor recommended budget we have \$129,000 that's because we are going to use fund balance. The other revenues are static. On the expenditure side, we have Administrative Salaries which consist of 10% Building Official, a full time Inspector and a full time Code Enforcement Officer. The Information Technology Application line has decreased due to using the fund balance in the IT Department. Contractual Services projected activity is higher because of a leave of absence; we are not anticipating that in the 2017-2018 year.

Mr. Heffner asked how much of Contractual Services was spent.

Mrs. Burke-Miller said in 2016-2017 \$9,910 was spent in Contractual Services. We have moved money within the department so there's an encumbrance of \$545. We moved \$3,300 to this line from fringes in May.

Mr. Martinbianco asked where he would find income from the state or federal government assisting us with blight or condemned housing.

Mrs. Burke-Miller stated we do not have revenue specifically related to that. The county gets money and we are a beneficiary however, we don't keep that in our books.

Mr. Haskins would like clarification on fringe benefits. It looks like there has been a reduction.

Mrs. Burke-Miller stated the Code Enforcer had a family when we changed personnel, the new person covers only 2 people. We will see the savings in the current year as well as 2017-2018. We moved \$3,300 to Contractual Services, \$3000 to Equipment Rental and \$1,500 to Blight Elimination for a total of \$7,800.

Mr. Haskins stated we are in excess of \$55,900 in that line (2049-2061-719.0000) for the current budget. He proposed decreasing this line from \$102,600 to \$55,000 and put the remainder of \$47,600 back into General Fund.

Mr. Martinbianco asked if we are anticipating to reduce the Contribution to General Fund (2049-0000-691.0000) by the same amount to make it \$81,400. Also, on page 16, Transfer to Building Fund (1001-9099-9999.2049) will be amended from \$129,000 to \$81,400.

Mr. Smith stated our total cuts would be \$450,400.

Mr. Haskins recommends to amend Contractual Services (2049-2061-818.0000) from \$4,000 \$1,500.

Mr. Hayman stated in the current year this was an unusual circumstance however, we have experienced an increase in the number of inspections and the timing of vacations plays a role in how we budget this.

Mr. Haskins stated for Contribution from General Fund (2049-0000-691.1001) the \$81,400 will change to \$78,900 and Transfer from Building Fund (1001-9099-

9999.2049) on Page 16, will be reduced to \$78,900.

Major Streets Pg. 31

Mrs. Burke-Miller stated on the revenue side, we have the Act 51 gas and weight tax which has increased based on the calculations from the State of Michigan. This is the only thing that has changed significantly on the revenue side.

Mr. Heffner asked, what is covered under miscellaneous?

Mrs. Burke-Miller stated we issued invoices out for traffic signal maintenance, high weed mowing and various other items coming through the invoicing system through the Treasurer's Office specific to Major Streets.

Construction Pg. 31

Mrs. Burke-Miller stated Lapeer Road project from Belsay to Vassar is wrapped up in the 2016-2017 Fiscal Year. Center Road from Lippincott to Lapeer the projected activity was \$40,000 for 2016-2017 and \$504,000 Saginaw Street Bristol to Hemphill \$103,500.

Mr. Haskins wants to know why we are budgeting \$200,000 for Potter Road.

Mr. Slattery stated they are doing the pipeline there and Belsay Road to the Formar entrance will be replaced. He was hoping to do some additional repairs on the west section that we didn't get to last year.

Mr. Martinbianco asked for clarification on the \$300,000 for chip seal (2002-4051-802.7594) in the current year.

Mr. Slattery stated that is for Maple Road for 2 chip seal projects and mill and fill between Center and Belsay.

Mr. Martinbianco asked how much has been expended on the DWRF project and what is left to be done in the next month and a half.

Mr. Slattery stated we have not expended out of that fund and we don't anticipate it in the next month and a half. He would like to take a look at it before taking any money out of there. Also, the \$103,000 for Saginaw Street from Bristol to Hemphill is all our money. We cannot accept federal aid for the engineering because will not have an in house engineer at that time.

City Council took a recess at 7:48 PM and returned at 7:56 PM.

Surface Maintenance Pg.31

Mrs. Burke-Miller stated for operating expenditures you will see that we had the amended budget at \$100,000, projected activity at \$100,000 we broke out operating expenditures to show patch and gravel. We are trying to get consistency with local and major street funds. Likewise for Contractual Service with crack and seal and street sweeping.

Mr. Martinbianco asked why the equipment rental amount is still so high.

Mr. Slattery stated every time we use a piece of equipment on major streets we charge an internal equipment rental to the motor pool. It comes in as Act 51 money.

Mr. Haskins stated we have 2 months left to go and we have a balance of \$75,570.

Mrs. Burke-Miller stated equipment rental ranges from \$1,200 to \$17,000. This line is really hard to estimate.

Mr. Haskins stated we are trying to put money into the roads. Do we need to create a new line item for projected road activity?

Mr. Slattery stated if you want to put money into chip seal, there are a lot of roads we can repair and preserve.

Mr. Smith read the City Charter Section 7.7 (a)-(f) regarding Special Accounts.

Mr. O'Keefe stated if you put the money in chip seal, we will spend it. I say put it there and let the DPW go to work. I don't see the value of creating a special account for this. We aren't intending to save it.

Mr. Haskins stated his only issue is you can't use chip seal on curb and gutter. If we create a separate line, it covers all roads.

Mrs. Burke-Miller stated she thinks moving Act 51 money might violate MDOT requirements.

Mr. Hayman stated this is a great conversation and he would like to do some research and speak with the Mayor about the rules of Act 51 money.

Mr. Haskins suggests decreasing equipment rental (2002-4063-943.0000) to \$100,000 but we are not going to pull it out until we know what to do with it.

Mr. Haskins asked about Supervisor Salaries.

Mrs. Burke-Miller stated right now we are in a negative situation. Overall, that fund has a total budget of \$739,000. The actual cost incurred is \$449,700.

Mr. Haskins addressed concerns about budgeting for overtime. This is a great example of how a line item budget makes this much easier for the council to keep tabs on the activity in the city.

Trees and Shrubs Pg. 32

Mrs. Burke-Miller stated we are not contracting this out any longer. Instead, we are doing it in house and not on overtime.

Drainage Pg. 32

Minutes Acceptance: Minutes of May 16, 2017 6:30 PM (APPROVAL OF MINUTES)

Mrs. Burke-Miller stated Operating Expenditures are staying consistent with the current year budget.

Traffic Signs Pg. 32

Mrs. Burke-Miller stated under Contractual Services (2002-4074-818.0000) there is a note regarding the county LED traffic signals. This is going to cost \$204,000 per year for 2018, 2019 and 2020.

Mr. Slattery stated the Road Commission has been upgrading all the traffic signals to LED technology and there are several old ones in Burton. After 2020 they will no longer stock or maintain the old equipment. They have given us 3 years notice to complete the upgrades.

Pavement Markings Pg. 32

Mrs. Burke-Miller stated for the current year we budgeted \$150,000, we projected \$75,000 and we know we will need \$80,000 based on a price increase from the vendor.

Winter Maintenance Pg. 32

Mrs. Burke-Miller stated this past winter was very light for us. Because we cannot predict what will happen, we are still budgeting for an average Michigan winter which is \$258,500.

Mr. Heffner asked if we still sell salt and where it shows those funds coming in.

Mrs. Burke-Miller said, yes. That is under motor pool under sale of materials on Pg. 43.

Mr. Heffner would like a report on how much we have made from selling salt and copies of those invoices.

Mr. Haskins would like an explanation on why supervisors make more on over time than laborers.

Mr. Howser stated when they are called in, the supervisors come in early to get the trucks ready and assess the situation before calling a crew in. They are also the last to leave so it's about 30-45 minutes each time. Mr. Howser stated the supervisors also respond to the 911 calls, laborers do not.

Mr. Hayman will give Mr. Haskins a detailed report of overtime hours worked and jobs completed.

Mrs. Conley wants to know how we determine which roads get done and which ones don't. It blows me away that residents have to call 911 to get their roads done.

Mr. Slattery stated it is not the resident calling 911, normally it's a police officer on patrol that notices the road conditions and then 911 calls us.

Mr. Slattery stated if you or residents are interested in knowing more about our procedure for snow and ice removal, that plan is on our website. It prioritizes which roads we do first depending on accumulation.

Roadside Clean-up Pg. 33

Mrs. Burke-Miller stated Equipment Rental has increased because of new equipment.

Administration Pg. 33

Mrs. Burke-Miller stated interest expense on the Lapeer Road loan which is the state infrastructure loan that we took out for a couple years. This came from the debt schedule. There's interest expense on the Center Road loan that we borrowed from the Sewer Department.

Transfer to Local Streets Pg. 33

Mrs. Burke-Miller stated this is the Act 51 money. As it comes in, we are calculating 20% of the major roads amount and moving it to Local Streets. It is \$583,000 for the 2017-2018 proposed budget.

Mr. Smith stated we will discuss Local Streets, Motor Pool, Rubbish, Amy Street Capital Improvements and Amy Street Debt at our next budget workshop on May 23, 2017 at 6:30 PM.

Mr. Hayman would like to know if there are any particular Administrators or employees the council would like present at the next workshop.

Mr. O'Keefe reminded the council that we still need to discuss the fire truck because it was put on hold.

Mr. Heffner stated the same people that are here tonight should be at the next meeting as well as the Fire Chief or Assistant Fire Chief because we will also discuss the fire truck at that time.

Meeting was adjourned at 9:10 PM.

Minutes Acceptance: Minutes of May 16, 2017 6:30 PM (APPROVAL OF MINUTES)



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

Meeting: 06/05/17 07:00 PM
Department: City Council
Category: Attorney Billing
Prepared By: Teresa M. Karsney
Department Head: Teresa M. Karsney

J.1

SCHEDULED

AGENDA ITEM (ID # 3073)

DOC ID: 3073

**Approve and authorize the Attorney Billing (Amanda Doyle)
05/10/17 to 05/30/17 in the amount \$6,558.75.**



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

Meeting: 06/05/17 07:00 PM
Department: City Council
Category: Appointment
Prepared By: Teresa M. Karsney
Department Head: Teresa M. Karsney

J.2

SCHEDULED

AGENDA ITEM (ID # 3038)

DOC ID: 3038

Approve and authorize the Mayor's appointment of Kevin Burge, 1415 S. Genevieve Street, Burton, MI 48509, to the City of Burton Planning Commission. Term to expire June 2020.



SCHEDULED

AGENDA ITEM (ID # 3059)

DOC ID: 3059

Approve and authorize the Mayor to extend the contract with Rolar Property Services Inc., 33333 Dequindre Rd., Troy, MI 48083, for one (1) year, for two (2) sweepings each of all City Major and Local Streets at the current 1-year contract price of \$86,475.16.

ATTACHMENTS:

- Street Sweeping Contract - Rolar - 2015 (PDF)
- Rolar Street Sweeping Extension - 2017(PDF)
- MoE re Rolar Street Sweeping Contract Extension (DOCX)

 COPY

CITY OF BURTON
2015 STREET SWEEPING CONTRACT

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

MAJOR AND LOCAL STREETS

CITY PARKING LOTS

PAULA K. ZELENKO, MAYOR

Prepared By:

CITY OF BURTON
PURCHASING DEPARTMENT
4303 S. CENTER ROAD
BURTON, MICHIGAN 48519
PHONE (810) 743-1500

INDEX

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ADVERTISEMENT FOR BIDSCITY OF BURTON
2015 STREET SWEEPINGRECEIPT OF PROPOSALS

Sealed proposals for street sweeping services are invited and will be received by the City of Burton, a Michigan Governmental Corporation (hereinafter referred to as the Owner) at Burton City Hall 4303 S. Center Rd., Burton, Michigan 48519 on or before August 12, 2015 no later than 10:00 A.M. local time. Immediately thereafter all bids received will be publicly opened and read aloud.

GENERAL DESCRIPTION OF WORK

Bids are solicited under a general contract for the following approximate quantities of work:

1. Sweep approximately 38.81 curb miles of Major Streets curb & gutter.
2. Sweep approximately 54.51 curb miles of Local Streets curb & gutter.
3. Sweep 561 curb & gutter radiuses of Major and/or Local Streets at various locations.
4. Sweep 8 City parking lots equaling approximately 26,947 square yards.
5. Sweeping Per Hour.
6. Emergency Sweeping Per Hour.

The City reserves the right to omit any or all of these items from the contract or to increase or reduce the miles or square yards swept at the unit prices as bid, with no increase in unit price by the contractor.

OBTAINING CONTRACT DOCUMENTS

A copy of all contract documents are on file and available for review at the City of Burton Purchasing Department, 4303 S. Center Road, Burton, Michigan 48519, or may be requested by sending an email to b.moulton@burtonmi.gov.

PROPOSAL GUARANTEE

Each proposal submitted to the Owner shall be accompanied by a certified check, cashiers check, money order, or bid bond in an amount not less than five percent (5%) of the total base bid. Proposals submitted without a proposal guarantee will not be read at the bid opening.

If a bidder is given a "Notice of Award" and fails to execute the contract as required by the specifications within fifteen (15) calendar days after the notice, he shall forfeit all claims to the contract and the amount of security submitted with his proposal shall be forfeited as liquidated damages.

ACCEPTANCE OF PROPOSAL

The right is reserved by the Owner to accept any proposal, to reject any proposal, and waive irregularities in proposals.

WITHDRAWAL OF PROPOSAL

No bids may be withdrawn after the above date and time for receiving bids for a period of ninety (90) days.

City of Burton
4303 S. Center Road
Burton, Michigan 48519
(810) 743-1500

INSTRUCTION TO BIDDERS

GENERAL

These instructions together with the project specifications and contract agreement shall constitute the terms and conditions of the agreement between the successful bidder and the City of Burton.

PREPARATION OF THE PROPOSAL

A bid on this project shall be made on the proposal form included with this document. Bidders are warned against making any erasures or alterations of any kind. Any proposal which contains omissions, erasures, conditions, alterations, or additions not called for may be rejected at the discretion of the Owner.

Proposals shall not be removed from the bound document. Each proposal shall be submitted in a sealed envelope clearly identifying the project and the name of the bidder.

SIGNING OF PROPOSALS

If the bidder is a Corporation, the legal name of the Corporation shall be set forth together with the signature of the Officer or Officers authorized to sign the contracts on behalf of the Corporation. If the bidder is a Co-Partnership, the true name of the firm shall be set forth together with the signatures of all the partners. If the bidder is an individual, his signature shall be inscribed. If the signature is by an agent other than an officer of a Corporation or a member of a partnership, a power of attorney must be on file with the Owner prior to opening bids or submitting bids, otherwise the bid may be disregarded as irregular and unauthorized. If the bidder is a corporation, then it shall attach a resolution of its Board showing the authority of the person authorized to execute the contract.

REJECTION OF PROPOSALS

Proposals will be rejected if the bidder fails to fill in any unit price or if the proposal is prepared in pencil. Collusion between bidders will be sufficient cause for the rejection of all proposals affected thereby. A bid that is qualified is subject to rejection by the Owner at his discretion.

CONSIDERATION OF PROPOSALS Proposals received will be compared on the basis of total bid prices. A single contract will be prepared and executed covering all work called for in this document.

EXAMINATION OF SITE AND CONTRACT DOCUMENTS

Prospective bidders shall be responsible for ascertaining all existing conditions under which the proposed work will be performed. Each Bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the contract agreement. The failure of any bidder to receive or examine any form, instrument, addendum or other document, or to be aware of existing conditions shall in no way relieve the Bidder of any obligations with respect to the bid or to the contract.

Each bidder shall make a determination as to conditions and shall assume all risk and responsibility, and shall complete the work in and under any conditions encountered or created, without extra cost to the City.

WITHDRAWAL OF PROPOSALS

A Bidder will be permitted to withdraw his proposal unopened after it has been deposited if such request is received prior to the time specified for opening proposals.

No bid shall be withdrawn after the opening of proposals without the consent of the Owner for a period of ninety (90) days after the scheduled time for receiving bids.

PROPOSAL GUARANTEE

Each proposal submitted to the Owner shall be accompanied by a certified check, cashiers check, money order, or bid bond in an amount not less than five percent (5%) of the total base bid. Proposals submitted without a proposal guarantee will not be read at the bid opening.

If a Bidder is given a "Notice of Award" and fails to execute the contract as required within fifteen (15) calendar days after the notice, he shall forfeit all claims to the contract, and the amount of the security submitted with his proposal shall be forfeited as liquidated damages.

PUBLIC OPENING OF PROPOSAL

All proposals will be opened publicly and read aloud at the time and place hereinbefore specified. Only the total amount of each bid will be read.

All contractors bidding this project and submitting a written request to the Owner will be given a tabulation of all bids received.

BIDDERS QUALIFICATION

No proposal will be considered from any bidder unless known to be skilled and regularly engaged in work of character similar to that covered by this document.

In order to aid the Owner in determining the responsibility of any Bidder, the Bidder shall, within forty-eight (48) hours after being requested in writing by the Owner to do so, furnish evidence satisfactory to the Owner of the Bidder's experience and familiarity with work of the character specified herein.

AWARD OF CONTRACT

The Owner will award the contract for street sweeping to the lowest responsible bidder within a period of ninety (90) days after the opening of the bids.

The bid security received with all bids, except the security submitted with the two (2) lowest bids, will be returned within ten (10) days following the receipt of bids. The bid security of the two (2) lowest acceptable proposals will be returned after the Owner awards to the successful bidder and the required performance bond, insurance, and contract are furnished to the Owner.

LENGTH OF CONTRACT

Once executed, the terms and conditions of this Street Sweeping Contract shall be in full force and effect from date of award to December 31, 2016. The City of Burton reserves the right to extend the contract unit prices for two (2) additional years, one (1) year at a time, through calendar year 2018, upon mutual agreement of both parties. Pricing, terms and conditions of renewal to be determined.

PREVAILING WAGE

This project is subject to the provisions of the Prevailing Wage Act, MCL 408.551. The rates of wages and fringe benefits to be paid to each class of successful bidder's employees shall not be less than the wage and fringe benefit rates, prevailing in the locality in which the work is to be performed. Prevailing wage and benefit rates are determined by the Commissioner of the Michigan Department of Labor. The successful bidder must post a copy of all prevailing wage and benefit rates as prescribed by the Michigan Department of Labor. Violations of the prevailing wage act are a misdemeanor, and may, at the option of the City of Burton, be considered a material breach of this contract, cause the immediate termination thereof, and subject the contractor to costs associated therewith. To get a current copy of Prevailing Wage Schedule, please contact the Bureau of Employment Standards Wage Hour Administration.

CITY OF BURTON
GENESEE COUNTY, MICHIGAN

RESOLUTION

At a regular Council Meeting of the Burton City Council held on the 7th day of July, A.D., 1980,

IT WAS RESOLVED, by City Council of the City of Burton that:

1. Every construction contract executed by the City of Burton or by the contracting agent must contain express terms as follows:

a. That the rates of wages and fringe benefits to be paid to each class of construction mechanics by the contractors and all of his subcontractors, on the project which is the subject of the contract, shall not be less than the wages and fringe benefits currently prevailing within the City of Burton.

b. That the contractor and all of his subcontractors shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, ancestry, sex or age.

c. Residency: Any contractor or employer of construction employees on projects covered by this resolution shall, when available, employ a majority of employees residing within the geographical areas of Genesee, Lapeer, or Shiawassee Counties, State of Michigan.

2. Each contracting agent, before awarding any contract, shall determine the schedule of prevailing wages and fringe benefits for all classes of construction mechanics called for in the contract. Such wages and fringe benefits shall be those prevailing in the City of Burton, on projects of a character similar to that being contracted under collective agreements or understandings between bona fide organizations of construction mechanics and their employers. Such agreements and understandings, to meet the requirements of this section, shall not be controlled in any way by either an employee or employer organization. Such schedule of prevailing rates of wages and fringe benefits shall be made a part of the specifications for the work to be performed.

3. Every contractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in the contract and shall keep an accurate record showing the name and occupation of, and actual wages and benefits paid to, each construction mechanic employed by him in connection with said contract, and provide such records when requested by an interested party or person.

4. If the contractor or subcontractor is in default in the performance of the covenants set forth in paragraph 1 above, the contracting agent shall proceed to enforce said covenants, and upon the failure of the contractor or subcontractor to abide by said covenants, the contracting agent shall proceed with its remedies as provided for by State and Federal law.

5. If any interested party or person may challenge the performance of the contractor or subcontractor of the covenants of paragraph 1 above by filing a written complaint with the contracting agent, the contracting agent shall then conduct an investigation, which may include a public hearing, to determine whether it will proceed as provided in paragraph 4 above.

6. As use herein,

a. "Contracting Agent" means an officer, board, commission or organization which received directly or indirectly monies or properties from or on behalf of the City of Burton, including without limitation, a lessee or sub-lessee of land owned by the City of Burton.

b.

b. "Contract" means any agreement, as a result of competitive bids or otherwise, for a new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning or improvement of public buildings, works, bridges, highways or roads, which is to be performed in the City of Burton and either on City of Burton property or financed by or through the City of Burton.

c. "Construction Mechanic" means any skilled or unskilled mechanic, laborer, worker, helper, assistant, apprentice or driver, but shall not include executive, administrative, professional, office or custodial employees, and shall not include City of Burton employees who are working pursuant to a collective bargaining agreement between said City and a bona fide labor organization.

7. Contracts which contain provisions requiring the payment of prevailing wages as determined by the United States Secretary of Labor pursuant to the Federal Davis-Bacon Act (United States Code, Title 40, Section 276A, et seq.) or which contain provisions requiring the payment of prevailing wages as determined et seq., or which contain minimum wage schedules which are the same as prevailing wages in the locality as determined by collective bargaining agreements or understandings between bona fide organizations of construction mechanics and their employers, are exempt from the provisions of this resolution.

8. Any lease of property owned by the City of Burton shall include a provision that new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning or improvement of buildings, works, bridges, highways or roads on such property shall be considered work on public buildings, works, bridges, highways or roads within the meaning of provisions 6(b) of this resolution and that the lessee or any sub-lessee will be bound by the provisions of this resolution.

9. It is the intent of this City Council that every contracting agent shall adopt the preceding paragraphs of this resolution.

10. The City of Burton Controller and the City of Burton Engineer are hereby directed to effectuate this resolution on behalf of this Council within their respective spheres of responsibility.

11. The City Clerk is hereby directed to forward to each City Council member, elected official, agency and department a copy of this resolution and a notation of the adoption of it.

12. If any portion of the resolution is declared illegal, the remainder, so far as practicable, shall remain in full force and effect.

CERTIFICATION

The above resolution was duly adopted by the City Council of the City of Burton at a regular meeting of the City Council, held at City Hall, in the City of Burton at seven o'clock P.M. on July 7, A.D., 1980, in conformance with Act 267 of Public Acts of Michigan 1976 by the following vote:

Ayes: 7

Nays: 0

Dated July 8, 1980
Darene Woodbury
Burton City Clerk

5% BID BOND TO BE SUPPLIED BY CONTRACTOR.

PROPOSAL

TO THE CITY OF BURTON
GENESEE COUNTY, MICHIGAN

The undersigned, having become familiar with the local conditions affecting the work to be done and with the Instruction to Bidders, Contract, Bond Form, Plans and Specifications on file at the City of Burton Office, hereby proposes to furnish all labor and equipment and perform all the work shown on the plans and described in the specifications designated as "City of Burton, 2015 Street Sweeping" for the following unit prices:

BID ITEMS

Initial Sweep (Year 1)

No.	Description of Work	Qty.	Unit	Unit Price	Amount
*1	Sweep Curb & Gutter - Major Streets	38.81	Curb Miles	\$ 230.00	\$ 8926.30
*2	Sweep Curb & Gutter - Local Streets	54.51	Curb Miles	\$ 230.00	\$ 12,537.30
*3	Sweep Curb & Gutter Radiuses Local and/or Major	561	Radiuses at various locations	\$ 30.00	\$ 16,830
*4	Sweep City Parking Lots	26,947	Square Yards	\$.09	\$ 2425.23

Dumpster / Hauling Fee:

\$ 2100.00

Second Sweep (Year 1)

No.	Description of Work	Qty.	Unit	Unit Price	Amount
*5	Sweep Curb & Gutter - Major Streets	38.81	Curb Miles	\$ 230.00	\$ 8926.30
*6	Sweep Curb & Gutter - Local Streets	54.51	Curb Miles	\$ 230.00	\$ 12,537.30
*7	Sweep Curb & Gutter Radiuses Local and/or Major	561	Radiuses at various locations	\$ 30.00	\$ 16,830.00
*8	Sweep City Parking Lots	26,947	Square Yards	\$.09	\$ 2425.23

Dumpster / Hauling Fee:

\$ 2100.00

First Sweep (Year 2)

No.	Description of Work	Qty.	Unit	Unit Price	Amount
*9	Sweep Curb & Gutter - Major Streets	38.81	Curb Miles	\$ 230.00	\$ 8926.30
*10	Sweep Curb & Gutter - Local Streets	54.51	Curb Miles	\$ 230.00	\$ 12,537.30
*11	Sweep Curb & Gutter Radiuses Local and/or Major	561	Radiuses at various locations	\$ 30.00	\$ 16,830.00
*12	Sweep City Parking Lots	26,947	Square Yards	\$.09	\$ 2425.23

Dumpster / Hauling Fee: \$ 2100.00

Second Sweep (Year 2)

No.	Description of Work	Qty.	Unit	Unit Price	Amount
*13	Sweep Curb & Gutter - Major Streets	38.81	Curb Miles	\$ 230.00	\$ 8926.30
*14	Sweep Curb & Gutter - Local Streets	54.51	Curb Miles	\$ 230.00	\$ 12,537.30
*15	Sweep Curb & Gutter Radiuses Local and/or Major	561	Radiuses at various locations	\$ 30.00	\$ 16,830.00
*16	Sweep City Parking Lots	26,947	Square Yards	\$.09	\$ 2425.23

Dumpster / Hauling Fee: \$ 2100.00

Emergency Sweeps if Necessary

**17	Sweeping Per Hour / Per Sweeper	5 hr.	Per Hour	\$ 150.00	\$ 750.00
***18	Sweeping Per Hour on Emergency Call -	5 hr.	Per Hour	\$ 185.00	\$ 925.00

TOTAL - ITEMS 1-18

\$ 172,950.32

Attachment: Street Sweeping Contract - Rolar - 2015 (3059 : Extend Street Sweeping contract with Rolar for one (1) Year)

*The City reserves the right to omit any or all of these items from the contract or to increase or to reduce the miles or square yards swept at the unit prices as bid, with no increase in unit price by the Contractor.

**Sweeping Contractor to respond within 48 hours.

***Sweeping Contractor must respond within 4 hours or the City has the right to call in another sweeping contractor irrespective of the contract, and current sweeping contractor will be billed for the cost of sweeping.

- The first year of the contract shall include an initial sweep and a second sweep.
- Subsequent years shall include a first sweep and a second sweep. Base contract shall be in effect until December 31, 2016.
- There will be two optional bilateral extension years. Price adjustments, if any, must be approved by both parties. The City of Burton reserves the right to extend the contract unit prices for two (2) additional years, one (1) year at a time, through calendar year 2018, upon mutual agreement of both parties. Pricing, terms and conditions of renewal to be determined.
-

****NOTE**** No written qualifications on any proposal will be accepted, bids will be rejected if altered.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the Owner, he will, within fifteen (15) consecutive calendar days after receiving notice on the acceptance of such proposal, enter into contract, in the appropriate form to furnish the labor and equipment necessary for the full and complete execution of work at and for the prices named in his proposal. He will furnish to the Owner all required insurance certificates and policies, and furnish such surety as shall be approved by the Owner for the faithful performance of such contract.

The undersigned attached hereto a (Bidder's Bond) (Certified Check) in the sum of Eight Thousand, Six Hundred Fifty Dollars (\$ 8,650.00) as required in the Advertisement and the undersigned agrees that in case he shall fail to fulfill his obligations under the foregoing proposal and agreement, the Owner may, at its option, determine that the undersigned has abandoned his rights and interest in such proposal and that the certified check or Bidder's Bond shall be returned to the undersigned upon the execution of such contract and the acceptance of his bonds or upon the rejection of his proposal.

In submitting this bid it is understood that the right is reserved by the Owner to waive any informality in bids, to reject any or all bids, or accept by bid, or any combination of bids, which is considered most favorable to the Owner.

The successful Bidder further agrees to hold his prices firm until December 31, 2016 or until such time as the contract has been fully executed.

Name of Bidder Rolar Property Services, Inc.
 By David Lawrason
 Telephone Number 248-589-1800
 Business Address 33333 Dequindre Rd., Troy, MI
 Zip Code 48083

BIDDER'S GENERAL QUESTIONNAIRE

Please give the following information regarding your proposal for this bid:

1. Number of years experience in this work: 30

2. List number and types of equipment to be used if awarded this bid:

Elgin Whirlwind

3. List the municipalities that you have contracted with during the past ten (10) years for this type of work:

Village of Lake Orion, City of Hamtramk, City of Highland Park

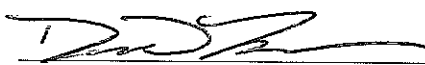
4. Name of your Bank and other Financial References:

Citizens Bank, David Hill (248) 226-7747

5. Name of your Insurance carrier:

auto Owners (G.L. / Umbrella) Harlysville (Auto) Accident Fund (Workers Comp)

6. Comments:

Signed: 

Title: President

Name and Address of Firm: Rolar Property Services, Inc.

33333 Dequindre Rd.

Troy, MI 48083

Date: 8/11/2015

LEGAL STATUS OF BIDDER

A Corporation duly organized and doing business under the laws of
the State of Michigan for whom
David Lawrason bearing the official title of
President whose signature is affixed to this
proposal, is duly authorized to execute contracts.

A Partnership, all of the members of which with addresses are:

An Individual, whose signature is affixed to this proposal.

(The Bidder shall fill out the appropriate form and strike out the other two.)

CONTRACT

CITY OF BURTON

GENESEE COUNTY, MICHIGAN

THIS AGREEMENT MADE this 9th day of September, 2015, by and between the City of Burton, a Michigan Governmental Corporation, herein called the "Owner" and Rolar Property Services, Inc. doing business at 33333 Dequindre Rd., Troy, MI and County of OAKLAND and State of Michigan, hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made by the Owner, the Contractor hereby agrees to commerce and perform street sweeping and appurtenant services as called for in the contract documents designated as "City of Burton 2015 Street Sweeping", and to furnish all machinery, equipment, tools, superintendents, labor, bonds, insurance, and other accessories necessary to complete the said work, all in conformance with the contract documents, the plans and specifications therefore as prepared by the Department of Public Works for the City of Burton, herein entitled the Owner.

All elements of the plans and specifications are hereby made a part of and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence street sweeping under this contract no later than ten (10) working days following receipt of a written work order from the Owner requesting him to do so.

The Owner agrees to pay the Contractor in current funds for the performance of the contract subject to the actual miles of work completed by the Contractor.

This contract shall remain in full force and effect until December 31, 2016. The City of Burton reserves the right to extend the contract unit prices for two (2) additional years, one (1) year at a time, through calendar year 2018, upon mutual agreement of both parties. Pricing, terms and conditions of renewal to be determined.

IN WITNESS WHEREOF: The parties to these present have executed this contract in all counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

WITNESS:

CITY OF BURTON

Paula K. Zelenko 9/17/15
Paula K. Zelenko, Mayor

Teresa Karsney 9/17/15
Teresa Karsney, Clerk

CONTRACTOR:

Company Name Rolar Property Services, Inc.

Signature David Lawson

Name & Title David Lawson, President

Attest David Lawson

Name & Title David Lawson

Note: If Contractor is a Corporation, Secretary should attest. Submit authorized by Board for signer.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, as principal, and _____ as Surety, are held and firmly bound unto The City of Burton in the amount of five Thousand Dollars (\$5000.00) to be paid to the Owner for which payment well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators and assigned firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, WHEREAS, the said _____, did, on the _____ day of _____, 2015 by articles that date enter into contract with the said Owner for the

2015 STREET SWEEPING CONTRACT

NOW THEREFORE, if the said Contractor shall save and hold harmless the said Owner from all public liability and damages of every description in connection therewith, shall well and faithfully in all things fulfill the said contract according to all the conditions and stipulations therein contained in all respects, and shall save and hold harmless the said Owner from and against all liens and claims of every description in connection therewith, then this obligation shall be void and of no effect; but otherwise it shall remain in full force and virtue and in the event that said Owner shall extend the time for the completion of said work or otherwise modify elements of the contract in accordance with provisions thereof, such extension of time or modification of the contract shall not in any way release the sureties of this bond.

WITNESS our hands and seals this _____ day of _____, 2015.

WITNESS

_____	_____ (seal)
_____	_____ (seal)
_____	Principal _____ (seal)
_____	_____ (seal)
_____	_____ (seal)
	Surety

INSURANCE

A. GENERAL

The Contractor shall not begin construction, nor shall he allow any sub-contractor to commence work under this contract until all insurance requirements stated in this section have been complied with.

B. REQUIRED INSURANCE

The Contractor shall procure and maintain during the life of this contract, the following minimum insurance coverages.

1. WORKMEN'S COMPENSATION INSURANCE

The Contractor shall furnish to the Owner satisfactory proof that he has taken out, for the period covered by the work under this contract, full Workman's Compensation Insurance, as required by Michigan law, for all persons which he may employ in carrying out the work contemplated under this contract. In case any work under this contract is sublet, the prime contractor shall require each sub-contractor to provide Workman's Compensation Insurance for all the sub-contractor's employees to be engaged in such work.

The Owner will accept a certificate that the contractor is covered with Workman's Compensation Insurance. The certificate shall include but be not limited to, the policy number, the effective date, the expiration date, and the statement that coverage is provided for the class of employees doing street paving and excavating work. In case any class of employees engaged in street paving is not protected under the Workman's Compensation Insurance policy, the Contractor shall provide, and shall cause each of his sub-contractors to provide, adequate Employers' Liability Insurance for the protection of the employees not so protected. The minimum Employer's Liability Insurance shall be one hundred thousand dollars (\$100,000.00).

2. CONTRACTOR'S COMPREHENSIVE PROPERTY DAMAGE & BODILY DAMAGE

The Contractor shall take out and pay for and maintain until completion of the work required by this contract, public liability and property damage insurance as shall protect him from claim for personal injury and property damage which may arise because of the work, or from operations under this contract. This insurance shall be on an occurrence basis and shall protect the contractor, against liability arising from: his operations, operations of sub-contractors, completed operations and contractual liability assumed under the indemnity provisions hereinafter insured.

Each of said policies of insurance shall provide coverage in the following minimum amounts:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Comprehensive Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
Comprehensive Bodily Damage	\$500,000 each person \$1,000,000 each occurrence Unlimited aggregate

Contractors desiring to use "excess insurance" or "umbrella coverage" to bring existing policies up to the limitations required by this contract shall submit copies of the policy for review by the Owner. A certificate of excess insurance will not be accepted.

The public liability and property damage insurance shall not be deemed to require the Contractor to have his sub-contractors named as co-insureds in his policy of public liability and property damage, but the policy shall protect him from contingent liability, which may arise from operations of his sub-contractors.

3. CONTRACTOR'S MOTOR VEHICLE LIABILITY INSURANCE

The Contractor shall procure and maintain during the life of this contract insurance for the protection of bodily injury and property damage to OTHER persons caused by the operation of his motor vehicles. The limits of liability shall be as follows:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Bodily Injury	\$500,000 each person \$1,000,000 each occurrence
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

In addition to the above insurance on the Contractor's motor vehicles he shall maintain similar insurance for any hired or non-owned vehicle used on this contract. These policies shall cover, by specific endorsement, motor vehicle bodily injury and property damage by the Contractor and all sub-contractors whether with owned or non-owned vehicles.

4. OWNER'S PROTECTIVE LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall furnish and maintain during the duration of this contract A SEPARATE POLICY of contingency insurance naming the Owner, City of Burton, a Michigan Governmental Corporation, its officers, agents and employees as insureds. The separate policy shall provide coverage to said insureds with respect to all CONTINGENT LIABILITY for damages due to bodily injury, including death resulting therefrom and property damage caused by an accident arising from the street paving and excavation operations performed by the prime contractor or any sub-contractor. This insurance shall protect the insured against contingent liability, which may be imposed upon him by law because of his supervisory acts or omission thereof in connection with the work performed by the general contractor and his sub-contractors. This contingent liability insurance must be on an occurrence basis and said policy shall provide coverage to the following stated limits:

COVERAGES

LIMITS OF CONTINGENT LIABILITY

Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Property Damage Liability	\$500,000 each occurrence \$1,000,000 aggregate

This coverage provided by this contingent liability policy is not intended to cover engineers or surveyors professional liability.

The insurance company shall provide five (5) copies of this policy for insertion into the contract document.

C. CERTIFICATES OF INSURANCE

Certificates of insurance will be accepted for all coverages except Owners and Contractors Protective Liability Insurance and excess insurance for Contractors Comprehensive Property Damage and Bodily Injury. These certificates shall clearly state that the authorized representative of the insurance company has complied with the provisions as required by this insurance section. The certificate must state which particular project is covered by that particular certificate.

D. NOTICE OF CANCELLATION

All insurance policies and certificates required by this contract must include an endorsement providing ten (10) days prior written notice of termination, expiration or material change in terms to be provided to the Owner. The Contractor shall cease operations on the occurrence of any such event, and shall not resume operations until new insurance is in force.

E. HOLD HARMLESS AGREEMENT

The Contractor agrees to indemnify and save harmless the Owner and all of their officers, partners, agents and employees from and against all loss of expense (including court costs and attorney's fees) by reason of liability imposed by law upon the Owner for damages because of bodily injury, including death at any time, resulting therefrom sustained by any person or persons or on account of damage to or destruction of property, real or personal, including loss of use thereof, arising out of or in consequence of performance of this work whether such injuries to or death of persons or damage to property is due or claimed to be due to the negligence of the Contractor, his sub-contractors, the Owner, their officers, partners, agents and employees except only such injury, death or damage as shall have been occasioned by the sole negligence of the Owner.

NOTE: This Certificate of Insurance must be executed after the award of the contract and before work commences.

PROJECT SPECIFICATIONS

SCOPE OF WORK

The work to be done under these specifications includes the furnishing of all labor and equipment necessary for the performance of designated street and parking lot sweeping and cleaning services.

ALL SWEEPING WORK SHALL BE DONE BETWEEN THE HOURS OF 7:00 AM. AND 3:00 P.M., MONDAY THROUGH FRIDAY, UNLESS APPROVED TO THE CONTRARY BY THE DIRECTOR OF PUBLIC WORKS. Sweeping shall not be done on Holidays or when adverse weather conditions exist.

DEFINITIONS

DEBRIS: Any material normally picked up by a mechanical sweeper such as sand, salt, glass, paper, cans, and other material. It shall also include such items as large stones, tree limbs, wood, cable, rubber, car and truck parts, and other such materials in the areas to be swept.

STREET: The paved area between the normal curb line of a roadway whether an actual curb line exists or not.

PARKING LOT: Shall mean the City owned parking lots at City Hall, 4303 South Center Road; DPW, 4093 Manor Drive; The Burton Senior Citizen's Activity Center, 3410 South Grand Traverse Road; Burton Police & Fire Building, 4090 Manor Drive; Burton Memorial Library, 4012 Atherton; Fire Station #1, 2035 Bristol; Fire Station #2, 1320 S. Belsay; and Fire Station #3, 4515 Davison.

ADVERSE WEATHER CONDITIONS: Shall mean heavy rains, extreme cold and snow, and other inclement weather as so designated by the City Engineer/Street Superintendent.

HOLIDAYS: Shall be New Years Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

EQUIPMENT REQUIREMENTS

The Contractor shall utilize motorized street sweeping equipment suitable for meeting the requirements of this contract. Street sweeping shall be capable of dumping directly into trucks or of transporting debris to suitable dumpsites. Machines must be equipped with an efficient functioning water spray system for dust control, and the spray system must be maintained in good operating

condition. Vehicles must be equipped with gutter brooms and a main broom or vacuum capable of sweeping at minimum an eight feet (8') path. A sufficient supply of spare brooms and other parts must be kept on hand to ensure the timely and continuous fulfillment of this contract. Street sweeping equipment must be capable of removing debris. All equipment must conform to federal, state and local safety standards, and shall be properly registered and insured in accordance with the motor vehicle laws of the State of Michigan.

OWNER'S OBLIGATIONS

The City of Burton will provide water at Contractor expenses. Hydrant access will be at designated points throughout the City. A list of usable hydrants will be furnished to the contractor by the Superintendent of the Water Department.

CONTRACTOR'S OBLIGATIONS

The Contractor must be able to meet all the requirements of the project. It will be the Contractor's responsibility to find adequate disposal sites for dumping debris. The Contractor shall provide all fuel and vehicle maintenance. The Contractor will be required to maintain a record of the number of loads of water that are used daily during the course of the work. This information shall be reported daily to the Water Superintendent.

The Contractor shall conduct all street sweeping in the direction of traffic flow. Street sweeping shall not be conducted when weather conditions are not suitable. The Contractor will be required to perform hand sweeping as needed to remove debris not picked up by his street sweeping equipment. Likewise, the Contractor will be required to remove all leaves, twigs, limbs, rocks, and other obstructions at curb inlets and catch basins.

The Contractor must have a Supervisor or Foreman available at all times to direct operations. This Supervisor or Foreman will report to Owner any problems that occur, and provide daily progress reports.

Proper traffic control and traffic control devices must be maintained at all times.

The Contractor cannot have a sublet or assign this contract in whole or in part without the written authorization of the Director of Public Works.

SCHEDULING WORK

Initial Year: The sweep shall begin within ten (10) days of contract award and shall be completed within 45 days of contract award. Additional sweeps may be requested by the Owner as conditions require. The Contractor will be duly notified of the areas to be swept in a written work order from the City. Once notified, the Contractor will be required to begin the work as soon as practical, but no later than ten (10) working days from receipt of the written notice.

Subsequent years: Street sweeping will be performed in a minimum of one (1) sweep but normally two (2) sweeps. The first sweep shall begin April 1st and shall be completed by May 31st. The second sweep shall begin October 15th and shall be completed by November 30th. The second sweep shall start with City major streets. Once the City majors are completed the City local streets can be swept. Additional sweepings will be requested by the City as conditions require. The Contractor will be duly notified of the areas to be swept in a written work order from the City. Once notified, the Contractor will be required to begin the work as soon as practical, not no later than ten (10) working days from receipt of the written notice.

PROGRESS REPORT

The Contractor will be required to notify the City on a weekly basis the status of streets that have been swept. Notification will be by fax. Notification will include a list of streets that have been swept for that week. Notifications will be faxed to the DPW at (810) 742-8015 by noon on Friday.

FAILURE TO COMPLETE WORK ON TIME

The Contractor shall complete the entire project on or before the time specified in the contract or by authorized extension without Liquidated Damages. The Contractor will be charged the amount shown in Table 108-1 of the MDOT 2003 Standard Specifications for each calendar day that the work shall remain uncompleted.

DISPOSAL OF DEBRIS

The Contractor will be responsible to dispose of ALL debris in accordance with DEQ requirements. The Contractor must provide the City of Burton with copies of the dumping slips from a certified dumpsite assuring the City of Burton that the Contractor is in compliance with this requirement. Payment for disposal is included in the bid items.

PAYMENT FOR WORK

Payment will be made to the Contractor upon completion of the requested work. Payment will be figured on the actual units of work completed multiplied by the unit prices contained in the proposal.



ROLAR
PROPERTY SERVICES, INC.

33333 DEQUINDRE, SUITE B, TROY, MICHIGAN 48083-4602
Phone: 248-589-1800 ~ Fax: 248-589-1155 ~ www.rolarinc.com

Complete Maintenance Services ~ Sweeping ~ Snow Plowing ~ Landscaping ~ Brick Paving

May 9th, 2017

City of Burton
4303 S. Center Road
Burton, MI 48519
Attn: Bob Slattery

RE: Street Sweeping Contract Extension

Mr. Slattery,

Pursuant to the "City of Burton 2015 Street Sweeping Contract", executed on September 17th, 2015, Rolar Property Services finds it agreeable to extend the contract prices for an additional year, or (2) two rounds of sweeping. The additional annual price is \$86,475.16.

If the City of Burton finds this agreeable, please forward an extension form to execute as it finds necessary.

Regards,

David Lawrason
President

Attachment: Rolar Street Sweeping Extension - 2017 (3059 : Extend Street Sweeping contract with Rolar for one (1) Year)

To: Paula Zelenko, Mayor
From: Robert Slattery, DPW Director
Date: May 19, 2017

Re: Memo of Explanation for Agenda ID # 3059
Regular Council Meeting of June 5, 2017

One Year Extension of Street Sweeping Contract with Rolar

Madam Mayor:

Agenda item wording:

Approve and authorize the Mayor to extend the contract with Rolar Property Services Inc., 33333 Dequindre Rd., Troy, MI 48083, for one (1) year, for two (2) sweepings each of all City Major and Local Streets at the current 1-year contract price of \$86,475.16

Explanation:

Rolar, the company that has done our street sweeping the past 2 years (2 sweepings in each fiscal year: one in the fall and one in the spring) is just completing the last of its four contracted sweepings. I think they have done a very good job, and the Streets Superintendent has inspected the work and reports that he concurs. They have also been very responsive to calls for “special request” sweeps, such as on Genesee Road at Pine Creek entrance recently, on Center Road in preparation for the Memorial Day Parade, and on Saginaw Street prior to Back to the Bricks.

The contract, executed on September 1, 2015 includes a provision that “The City of Burton reserves the right to extend the contract unit prices for two (2) additional years, one (1) year at a time.... upon mutual agreement of both parties.” Rolar has indicated that they are interested in extending the contract for the first of those years (for two (2) rounds of sweeping, one in the fall of 2017 and one in the spring of 2018) for the current contracted 1-year price of \$86,475.16. This amount has been included in the proposed 2017-2018 budget, split based on mileage between Major Streets Surface Maintenance and Local Streets Surface Maintenance.

Attachment: MoE re Rolar Street Sweeping Contract Extension (3059 : Extend Street Sweeping contract with Rolar for one (1) Year)



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

Meeting: 06/05/17 07:00 PM
Department: Department of Public Works
Category: Agreement
Prepared By: Robert Slattery
Department Head: Robert Slattery

J.4

SCHEDULED

AGENDA ITEM (ID # 3074)

DOC ID: 3074

Approve and authorize the Mayor and Clerk to enter into an agreement with Genesee County Road Commission for the milling and repaving of Fenton Road from south boundary of plaza to Bristol Road for a total estimated cost of \$65,075.80.

ATTACHMENTS:

- Fenton rd-Bristol to .19 miles north (PDF)
- MoE re GCRC Proposal for Fenton Road Mill and Fill (DOCX)



GENESEE COUNTY ROAD COMMISSION MAINTENANCE DEPARTMENT

211 West Oakley Street
Flint, Michigan 48503-3995

COST FOR MILLING AND PAVING

DATE 05/23/2017

City of Burton

LOCATION: Fenton Road - North of Bristol .19 miles

TYPE OF WORK: Milling and Paving

ADDITIONAL *Prices are only good for the 2017 paving season *

COMMENTS: This is only an estimate. Prices are subject to change

SUMMARY OF ESTIMATED COST

Estimated Time Needed to Complete Work

Day/Days 2

Check A Box

GRAND TOTAL \$65,075.80

☐

Using 100% City Funds

Balance Due from City Funds \$65,075.80

Please sign below and return to the Maintenance Department, if your City would like the Genesee County Road Commission to proceed with this work. If the total amount of the project exceeds 10% over the estimated cost, the Genesee County Road Commission will cover the surpassed amount.

City's Approval

Supervisor

Date

City's Board Approval

Date

Road Commission's Board Approval

Date

Work Order Number

Work Completed

Date

Attachment: Fenton rd-Bristol to .19 miles north (3074 : Milling and repaving of Fenton Road from south boundary of plaza to Bristol Road)

To: Paula Zelenko, Mayor
From: Robert Slattery, DPW Director
Date: May 31, 2017

Re: Memo of Explanation for Agenda ID #
Regular Council Meeting of June 5, 2017

Proposal for Fenton Road, Plaza to Bristol, Mill and Paving

Madam Mayor:

Agenda item wording:

Approve and authorize the Mayor and Clerk to enter into an agreement with Genesee County Road Commission for the milling and repaving of Fenton Road from south boundary of plaza to Bristol Road for a total estimated cost of \$265,192.12.

Explanation:

The current Major Streets budget contains \$300,000 for “DWRF Repairs”. This was intended for any road work we might need to do in conjunction with DWRF Segment 3. We did not have to do that work, and Stantec tells me that there won't be any to do between now and July 1st. Using those funds to repair Fenton Road now would be a cost effective, visible and popular expenditure of these funds. This would be for milling 1.5 inches of HMA off the surface and replacing with 1.5 inches of HMA. Since this is a multi-lane roadway, the .19 mile distance works out to nearly 1 mile of milling and paving.

The City of Flint (I think) is doing the section north of Hemphill now, and the Road Commission wants to do the small section I front of the plaza IF we will do the section south of there. See the attached estimate.

City Council expressed a willingness to do more road work, especially on our border roads, such as on Maple and on Potter, working with neighboring road agencies. This fits into that philosophy nicely, because the Road Commission will do this work for just the cost, as part of their County-wide Multi-lane resurfacing program, similarly to their doing the chip seal on either end of Maple Road. The Road Commission recently did a similar treatment to the section of Fenton Road south of Maple.



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

Meeting: 06/05/17 07:00 PM
Department: Controller's Office
Category: Budget
Prepared By: Ginger Burke-Miller
Department Head: Ginger Burke-Miller

J.5

SCHEDULED

AGENDA ITEM (ID # 3080)

DOC ID: 3080

Budget Amendment FY 2016-2017 Approve and authorize the following 2016-2017 budget amendment: Increase (4206-0000-991.0000 Principal) by \$150,000; Decrease Fund 4206 Unappropriated Surplus by \$150,000.



SCHEDULED

AGENDA ITEM (ID # 3077)

DOC ID: 3077

Approve and authorize the Mayor and Clerk to enter into a purchase agreement with Pierce Manufacturing, Inc, 2600 American Drive, Appleton, WI 54912 for (1) PUC Pumper Truck in the amount of \$575,000.00 with a down payment of \$150,000.00, to be financed for a period of 15 years with an annual payment of \$39,255.93.

ATTACHMENTS:

- Pumper Truck (PDF)

PROPOSAL FOR FURNISHING FIRE APPARATUS

May 31, 2017

City of Burton Fire Department
1320 South Belsay Road
Burton, Michigan 48509

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Pierce Manufacturing, Inc., at its home office in Appleton, Wisconsin, the apparatus and equipment herein named and for the following prices:

\$ 575,000.00

One (1) Pierce Manufacturing aluminum PUC pumper mounted on a Pierce Mfg.
Enforcer custom chassis, as stated in the enclosed proposal.

The proposal pricing is based on the City of Burton utilizing a down payment of
\$150,000.00 at time of contract. The remaining balance will be financed through
PNC Equipment Finance (see quotes for various terms). All upfront advance
Payment discounts have been included in the above pricing. The \$150,000.00
Down payment will be made to PNC Equipment Finance.

Total \$ 575,000.00

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 330 working days after receipt of this order and the acceptance thereof at our office at Appleton, Wisconsin, and to be delivered to you at Burton, Michigan.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 30 days from date, the right is reserved to withdraw this proposition.

Pierce Manufacturing, Inc.

By: ED LEVY & TODD LINCOLN
AUTHORIZED SALES REPRESENTATIVE
Ed Levy & Todd Lincoln



QSD1397

PERFORM. LIKE NO OTHER.

Revised: 09/28/2011

Attachment: Pumper Truck (3077 : Fire Truck)



PERFORM. LIKE NO OTHER™

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Pierce Manufacturing Inc., a Wisconsin corporation ("Pierce"), and the City of Burton Fire Department, a fire department in the State of Michigan ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Pierce pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Pierce Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Pierce Proposal"** means the proposal provided by Pierce attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Pierce is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have fifteen (15) calendar days of Delivery to inspect the Product for substantial conformance with the material Specifications; unless Pierce receives a Notice of Defect within fifteen (15) calendar days of Delivery, the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Pierce's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by Pierce's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$575000.00 ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Pierce will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Pierce incorporate a change to the Products or the Specifications for the Products by delivering a change order to Pierce; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Pierce to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Pierce will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Pierce shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Pierce's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Pierce may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Pierce; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Pierce endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Pierce upon sale of the Product to another purchaser, plus any costs incurred by Pierce to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 330 days of the Effective Date of this Agreement, F.O.B. Pierce's plant, Appleton, Wisconsin. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the

material Specifications to furnish Pierce with written notice sufficient to permit Pierce to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Pierce within thirty (30) days from the Notice of Defect. In the event Pierce does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Customer
City of Burton Fire Department
1320 South Belsay Road
Burton
Michigan
48509

10. Standard Warranty. Any applicable Pierce warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PIERCE, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Pierce be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Pierce's own negligence, or otherwise.

11. Insurance. Pierce maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$1,000,000
Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$25,000,000
Each Occurrence: \$25,000,000

The Customer may request: (x) Pierce to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Pierce insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured

12. Indemnity. The Customer shall indemnify, defend and hold harmless Pierce, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by Pierce which are not caused by the sole negligence of Pierce.

13. Force Majeure. Pierce shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Pierce's control which make Pierce's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation

regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Pierce fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Pierce.

15. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Pierce until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Pierce until the Purchase Price for that Product has been paid in full. In case of any default in payment, Pierce may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

16. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturer of or with the other.

17. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

18. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Wisconsin.

19. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Pierce's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Pierce's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the Pierce Proposal, the Pierce Proposal shall control. In the event there is a conflict between the Pierce Proposal and this Agreement, the Pierce Proposal shall control.

22. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by Pierce Manufacturing, Inc.'s authorized representative.

Accepted and agreed to:

PIERCE MANUFACTURING, INC.

Name: _____

Title: _____

Date: _____

CUSTOMER: City of Burton Fire Department

Name: _____

Title: _____

Date: _____

EXHIBIT A

PURCHASE DETAIL FORM

Pierce Manufacturing, Inc.
 Director of Order Management
 2600 American Drive
 Appleton WI 54912
 Fax (920) 832-3080

Date: May 31, 2017

Customer Name: City of Burton Fire Department

Quantity	Chassis Type	Body Type	Price per Unit
One (1)	Enforcer custom chassis	PUC pumper	575,000.00
			\$
			\$
			\$
			\$

The proposal pricing is based on City of Burton utilizing a down payment of \$150,000.00 at time of contract submission. The remaining balance will be financed through PNC Equipment Finance (see quotes for various terms). All upfront advance payment discounts have been included in the above pricing.

Warranty Period: One (1) year bumper to bumper. See the warranty section for complete details

Training Requirements: Three (3) new vehicle training sessions will be provided

Other Matters: 100% performance bond is included.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Pierce available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: \$150,000.00 will be due to PNC Equipment Finance at time of contract submission. Balance will be financed through PNC Equipment Finance per quotes provided to customer.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Pierce.] All taxes, excises and levies that Pierce may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Pierce to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Pierce will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Pierce substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Pierce shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Pierce or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Pierce, Pierce shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF May 31, 2017, 20 BETWEEN PIERCE MANUFACTURING INC. AND City of Burton

Fire Department WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY PIERCE MANUFACTURING INC. HEREIN.

Attachment: Pumper Truck (3077 : Fire Truck)

EXHIBIT B
WARRANTY

SEE THE WARRANTY SECTION FOR COMPLETE DETAILS.

Attachment: Pumper Truck (3077 : Fire Truck)

EXHIBIT C

PIERCE PROPOSAL

SEE THE PROPOSAL TEXT FOR COMPLETE DETAILS.

Attachment: Pumper Truck (3077 : Fire Truck)



FINANCIAL SOLUTIONS



J.6.a

Tax Exempt Lease Purchase

SALES ORGANIZATION: **Halt Fire – Ed Levy**
 LESSEE: **Burton FD**
 TYPE OF EQUIPMENT: **(1) Pierce Custom PUC Pumper**
 EQUIPMENT COST: **\$575,000.00 (includes prepay discounts)**
 CUSTOMER DOWNPAYMENT: **\$150,000.00 (due at contract signing)**
 TRADE-IN: **\$0.00**
 DELIVERY TIME: **Approximately 11 – 12 mos**
 PAYMENT MODE: **Annual In Arrears**
 FIRST PAYMENT DUE DATE: **At Delivery**
 LEASE COMMENCEMENT DATE: **Upon contract signing with Pierce**

5/31/2017

Contact information:
 Michele Zitko
 Locator: B4-B230-05-07
 155 East Broad St
 Columbus, OH 43215
 Ph: (800) 820-9041 ext. 2
 Fax: (866) 221-7894
 michele.zitko@pnc.com

Term	5 years	6 years	7 years
Number of Payments	5 Annual	6 Annual	7 Annual
Payment Amount	\$93,612.39	\$79,569.53	\$69,402.43
Rate	3.12%	3.26%	3.31%

Term	8 years	9 years	10 years	11 years
Number of Payments	8 Annual	9 Annual	10 Annual	11 Annual
Payment Amount	\$62,168.15	\$56,654.18	\$52,348.23	\$48,788.65
Rate	3.49%	3.67%	3.85%	3.98%

Term	12 years	13 years	14 years	15 years
Number of Payments	12 Annual	13 Annual	14 Annual	15 Annual
Payment Amount	\$45,783.14	\$43,206.11	\$41,030.58	\$39,255.93
Rate	4.07%	4.13%	4.19%	4.28%

NOTE: All lease documents must be fully executed within 14 days of the date of this proposal. Failure to receive completed documents may alter the final payment schedule due to changes in rates and/or discounts.

PERFORMANCE BOND: To utilize the prepay program, a performance bond is required. Said performance bond shall be paid for directly to Pierce Manufacturing or financed by PNC Equipment Finance as part of the transaction.

ESCROW FUNDING OPTION: At lease closing, if all of the equipment has not yet been delivered, Lessor will fund an escrow account from which disbursements will be made to the equipment provider(s) upon receipt of a Requisition Request and Certificate of Acceptance from Lessee. Escrow agent will either be Lessor or third-party provider selected by Lessor and approved by Lessee. All escrow earnings will be for the benefit of Lessee. The escrow agent will assess a \$250.00 account set up fee payable at closing.

TYPE OF FINANCING: Tax-exempt Lease Purchase Agreement with a \$1.00 buy out option at end of lease term. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes.

BANK QUALIFICATION: This proposal assumes that the lessee will not be issuing more than \$10 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.

LEGAL TITLE: Legal title to the equipment during the lease term shall vest in the lessee, with PNC Equipment Finance perfecting a first security interest.

AUTHORIZED SIGNORS: The lessee's governing board shall provide PNC Equipment Finance with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION: The lessee's counsel shall furnish PNC Equipment Finance with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to PNC Equipment Finance.

VOLUNTEER FIRE DEPARTMENTS: If Lessee is a Volunteer Fire Department, a public hearing under the requirements of Section 147(f) of the Internal Revenue Code of 1986 shall be conducted to authorize this transaction. It is recommended that a notice of the public hearing be published 10 to 14 days in advance of the public hearing.

This proposal will be valid for **fourteen (14) days** from the above date and is subject to final credit approval by PNC Equipment Finance and approval of the lease documents in PNC Equipment Finance's sole discretion. To render a credit decision, lessee shall provide PNC Equipment Finance with their most recent two years' audited financial statements, copy of their most recent interim financial statement, and current budget.

Accepted by: _____ Proposal submitted by Michele Zitko



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

Meeting: 06/05/17 07:00 PM

Department: Clerk's Office

Category: License

Prepared By: Rachael Boggs

Department Head: Teresa M. Karsney

J.7

SCHEDULED

AGENDA ITEM (ID # 3063)

DOC ID: 3063

Approve and authorize the request for Residential Sanitary Sewer License for L. Zellar & Son's Excavating, Inc., 1406 S. Linden Road, Flint, MI 48532.

ATTACHMENTS:

- L. Zellar & Son's Excavating, Inc. (PDF)

CITY OF BURTON

APPLICATION TO THE BURTON CITY COUNCIL FOR SEWER INSTALLER'S LICENSE

NAME OF APPLICANT L. Zellar and Sons Exc. Inc.

BUSINESS NAME

BUSINESS ADDRESS 1406 S. Linden Rd Flint, MI 48532

HOME ADDRESS

BUSINESS PHONE 810 732-5276LIST RECORD OF ANY CONVICTIONS OTHER THAN TRAFFIC VIOLATIONS N/ALIST ALL PARTIES HAVING AN INTEREST IN PROPOSED LICENSE Quint Zellar
and Greg ZellarSTATE PLUMBING LICENSE NUMBER N/A Bldg #2102191548IN WHOSE NAME LICENSE ISSUED L. Zellar + Sons Exc

APPLICANT MUST FILE A PERFORMANCE, LABOR AND MATERIAL BOND IN THE AMOUNT OF \$10,000.

APPLICANT MUST MAINTAIN INSURANCE AGAINST LIABILITY IN THE AMOUNTS OF \$100,000 FOR INJURY TO ONE PERSON AND \$300,000 PER OCCURRENCE, AND AGAINST LIABILITY FOR PROPERTY DAMAGE IN THE AMOUNT OF \$100,000.

EACH CONTRACTOR SHALL MAINTAIN WORKMAN'S COMPENSATION INSURANCE COVERING ALL EMPLOYEES.

BONDING COMPANY Mourer Foster IncADDRESS 615 N. Capitol Ave Lansing PHONE 517 346-5208POLICY NUMBER #55215795 EXPIRATION DATE OF BOND May 15, 2018AGENT'S NAME Dan Cusenza

ADDRESS

PHONE

INSURANCE COMPANY Peabody-Wendy Light 810 629-1504ADDRESS 265 N. Alloy Suite 100 Fenton MI\$ LICENSE FEE OF \$30.00 ATTACHED

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

The undersigned hereby specifically agrees to abide by all provisions of Burton City Ordinance #56, adopted 8-4-69, effective 9-15-69, and all City Ordinances and Resolutions of the Burton City Council now in force or hereinafter adopted.

I, Quint D. Zellar, Applicant, being duly sworn, state that I have read the foregoing application and exhibits therein contained and attached, by me subscribe and knowingly made the foregoing answers, statements and representations therein contained and that said statements and representations are true.

THIS APPLICATION MUST BE SIGNED BEFORE A NOTARY

Applicant Quint D. Zellar

Subscribed and sworn to before me, a Notary Public, in and for the County of Genesee, State of Michigan, this 15 day of May, 19 2017.

Notary Public - My Commission expires 06-03-21Dated May 15, 2017

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

Received From:
QUINT ZELLAR

Date: 05/15/2017 Time: 4:26:55 PM
Receipt: 110520770 *** REPRINT ***
Cashier: 005
Workstation: Drawer: 1

ITEM REFERENCE	AMOUNT
LICENSE LICENSE FEES	
SEWER INSTALLER	
1001-0000-450.0000	\$100.00
TOTAL	\$100.00
CHECK 3921	\$100.00
Total Tendered:	\$100.00
Change:	\$0.00

Attachment: L. Zellar & Son's Excavating, Inc. (3063 : Sanitary Sewer Installer License)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM)

J.7.a

5/15/2017

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

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

PRODUCER Peabody Insurance Agency, Inc. 265 N. Alloy, Suite 100 Fenton MI 48430	CONTACT NAME: Kelly Hawley PHONE (A/C No. Exl): (810) 629-1504 FAX (A/C No.): (810) 629-2822 E-MAIL ADDRESS: khawley@peabodyinc.com														
INSURED L. Zellar & Sons Excavating Inc. G-1406 S. Linden Rd. Flint MI 48532	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Selective Way Insurance</td> <td>26301</td> </tr> <tr> <td>INSURER B: Westchester Surplus Lines Ins Co</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Selective Way Insurance	26301	INSURER B: Westchester Surplus Lines Ins Co		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Selective Way Insurance	26301														
INSURER B: Westchester Surplus Lines Ins Co															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL1732801722**REVISION NUMBER:**

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

INSR LTR		TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	☒	COMMERCIAL GENERAL LIABILITY		X		S 2212985	4/10/2017	4/10/2018	EACH OCCURRENCE	\$ 1,000.00			
	☐	CLAIMS-MADE	☒						OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500.00		
	☐								MED EXP (Any one person)	\$ 15.00			
	GEN'L AGGREGATE LIMIT APPLIES PER:								PERSONAL & ADV INJURY	\$ 1,000.00			
	☐	POLICY	☒						PRO-JECT	☒	LOC	GENERAL AGGREGATE	\$ 2,000.00
	☐	OTHER:							PRODUCTS - COMP/OP AGG	\$ 2,000.00			
									Employee Benefits Liab	\$ 1,000.00			
A	☒	AUTOMOBILE LIABILITY				S 2212985-BA	4/10/2017	4/10/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000.00			
	☒	ANY AUTO	☐						SCHEDULED AUTOS	BODILY INJURY (Per person)	\$		
	☐	ALL OWNED AUTOS	☐						NON-OWNED AUTOS	BODILY INJURY (Per accident)	\$		
	☒	HIRED AUTOS	☒							PROPERTY DAMAGE (Per accident)	\$ 1.00		
	☐									PIP-Basic	\$		
A	☒	UMBRELLA LIAB	☒	OCCUR	X	S 2212985-UMB	4/10/2017	4/10/2018	EACH OCCURRENCE	\$ 5,000.00			
	☐	EXCESS LIAB	☐	CLAIMS-MADE					AGGREGATE	\$ 5,000.00			
	☐	DED	☐	RETENTION \$						\$			
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y/N	N/A	WC 9037056	4/10/2017	4/10/2018	☒	PER STATUTE	☐	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								☒	E.L. EACH ACCIDENT	\$ 1,000.00		
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE	\$ 1,000.00		
									E.L. DISEASE - POLICY LIMIT	\$ 1,000.00			
B	Pollution Liability					G2821635A001	2/16/2017	2/16/2018	Limit	1,000.00			
									Deductible	5.00			

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

City of Burton is an Additional Insured in regards to General Liability when required by written contract

CERTIFICATE HOLDER

8107427311@sendefax.com

City of Burton
 4303 S Center Rd
 Burton, MI 48519

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Wendy Light/KMH

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RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

RESIDENTIAL BUILDER COMPANY
LICENSE

- Q. O. - QUINT DOUGLAS ZELLAR

INDV#: 2101189999

L ZELLAR & SONS EXCAVATING INC
1406 S LINDEN ROAD
FLINT MI 48532

LICENSE NO.
2102191548

EXPIRATION DATE
05/31/2020

AUDIT NO
3138119

THIS DOCUMENT IS DULY ISSUED
UNDER THE LAWS OF THE STATE
OF MICHIGAN

Contractor Number

C40890

Expiration Date

02/03/2018

State of Michigan
Department of Licensing and Regulatory Affairs

L. Zellar and Sons Excavating, Inc.
has satisfactorily met the requirements of Michigan Public Act 135 of 1986,
as amended, and is hereby recognized as a

LICENSED ASBESTOS ABATEMENT CONTRACTOR

Type II (5 + employees)

The issuance of this license does not ensure that asbestos indemnification insurance coverage has been acquired by the licensee. This license is nontransferable.

AKO 2003 (05/2011)
Authority: Michigan Public Act 135 of 1986, as amended

125566

2349

1-6-17
MM

Attachment: L. Zellar & Son's Excavating, Inc. (3063 : Sanitary Sewer Installer License)

LICENSE/PERMIT BONDBond Number 55215795KNOW ALL MEN BY THESE PRESENTS, THAT WE, L. Zellar and Sons Excavating, Inc.1406 South Linden Road, Flint, MI 48532as Principal and United Fire & Casualty Company, 118 Second Avenue SE, Cedar Rapids, IA 52407

as Surety, a corporation organized under the laws of the State of IA and duly authorized to transact business in the State of Michigan are held and firmly bound unto City of Burton, 4093 Manor Drive, Burton, MI 48519 as Obligee in the penal sum of Ten Thousand and 00/100THS (\$10,000.00) DOLLARS for payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, the above Principal has or is about to apply to said Obligee for

Sewer Contractor / License and Permit Bondfor the term commencing this date and ending on the 15th day of May, 2018.

NOW THEREFORE, if said Principal shall will and truly comply with and faithfully discharge his duties according to the terms of the ordinances, rules and regulations relating to the issuance of said license/permit, and fully indemnify and save harmless the said Obligee, then this obligation shall be void; Provided, however, that the Surety may (1) cancel this bond at any time by giving Fifteen (15) days notice in writing by registered mail to the Obligee, but such cancellation or termination shall not affect any liability incurred or accrued prior to the effective date of such written notice, and (2) this bond may be extended or continued for annual periods of one year by issuance of a continuation certificate as evidence thereof such continuation by the Surety.

Signed and sealed this 15th day of May, 2017.

Principal

L. Zellar & Sons Excavating, Inc.

Surety

United Fire & Casualty CompanyDan Cusenza

Attorney-In-Fact

Attachment: L. Zellar & Son's Excavating, Inc. (3063 : Sanitary Sewer Installer License)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Dept.
 118 Second Ave. SE
 Cedar Rapids, IA 52401

J.7.a

KNOW ALL PERSONS BY THESE PRESENTS, THAT UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint JOHN T. FOSTER, JAMES N. SLEAR, DAN COSENZA, EACH INDIVIDUALLY OF LANSTING MI

their true and lawful Attorney(s) in fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$10,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 16th day of October, 2017 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 13, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

Section 2. Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 16th day of October, 2015

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: Dennis J. Richmann Vice President

State of Iowa, County of Linn, ss:
 On 16th day of October, 2015, before me personally came Dennis J. Richmann
 to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY, the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Davis
 Iowa Notarial Seal
 Commission number 173041
 My Commission Expires 04/23/2018

Judith A. Davis Notary Public
 My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the verities of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 15th day of May, 2017.

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: David A. Lange
 Secretary, UF&C
 Assistant Secretary, UF&I/FPIC

HPGA0045 0115



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

Meeting: 06/05/17 07:00 PM
Department: Clerk's Office
Category: Water/Sewer
Prepared By: Rachael Boggs
Department Head: Teresa M. Karsney

J.8

SCHEDULED

AGENDA ITEM (ID # 3075)

DOC ID: 3075

**Approve and authorize the request for Residential Sanitary
Sewer & Water Installer's License for Green Tech Systems,
1203 Brissette Beach Road, Kawkawlin, MI 48631.**

ATTACHMENTS:

- Green Tech Systems (PDF)



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

Application for Sewer & Water Installer License

Date: 5-30-17 License Expiration: _____
Name of Applicant: GREEN TECH SYSTEMS, MARK BIRNBAUM
Applicant Address: 1203 BASSETTE BEACH RD, KAWKAWLIN MI 4863
Phone Number: (989) 239 8516 Email: surbir@charter.net
Name of Business: GREEN TECH SYSTEMS, LLC
Business Address: SAME AS ABOVE
Phone Number: (989) 239 8516 or 989 737-8508 Plumbing License #: _____

LICENSE FEES		\$	PAID
1.	Sewer Installer Expires March 31", 20__	100.00	☒
2.	Water Installer Expires March 31", 20__	100.00	☒

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

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

The undersigned hereby specifically agrees to abide by all provisions of Burton City Ordinance #56, adopted 8-4-69, effective 9-15-69, and all City Ordinances and Resolutions of the Burton City Council now in force or hereinafter adopted.

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

THIS APPLICATION MUST BE SIGNED BEFORE A NOTARY: _____

Signature of Applicant

Subscribed and sworn before me a Notary Public in and for the County of Genesee, State of Michigan this 30 day of May, 2017.

Racheal K Ervin-Boggs
Notary Public

7/28/21
Commission Expires

RACHEAL K. ERVIN-BOGGS
NOTARY PUBLIC, STATE OF MI
COUNTY OF GENESEE
MY COMMISSION EXPIRES Jul 28, 2021
ACTING IN COUNTY OF Genesee.

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

Received From:
GREEN TECH

Date: 05/30/2017 Time: 11:45:26 AM
Receipt: 110521530
Cashier: 001
Workstation: Drawer: 1

ITEM REFERENCE	AMOUNT
LICENSE LICENSE FEES	
1001-0000-450.0000	\$200.00
TOTAL	\$200.00
CHECK 11322	\$200.00
Total Tendered:	\$200.00
Change:	\$0.00



CERTIFICATE OF LIABILITY INSURANCE

GREEN-2

OP ID: SG

DATE (MM/DD/YYYY)

05/25/2017

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

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

PRODUCER Owen Moore Agency, LLC 68 S. Huron Road PO Box 99 Linwood, MI 48634 Stephen M. Kolaja, CIC		CONTACT NAME: Stephen M. Kolaja, CIC PHONE (A/C, No, Ext): 989-697-4422 FAX (A/C, No): 989-697-4424 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE INSURER A : Selective Insurance Co of	NAIC # 12572
INSURED Green Tech Systems LLC Mark Birnbaum 1203 Brissette Beach Road Kawkawlin, MI 48631		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		S 2167673	05/13/2017	05/13/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		S 2167673	05/13/2017	05/13/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WC 9022607	05/13/2017	05/13/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

CITYO14 City of Burton 4303 S Center Rd Burton, MI 48519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Stephen M. Kolaja, CIC
---	---

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AUTO-OWNERS INSURANCE COMPANY

CONTINUATION CERTIFICATE

AGENCY 01-0317-00
OWEN MOORE AGENCY INC
PO BOX 99
LINWOOD MI 48634-0099

BOND NUMBER	
66209357	
09-03-2016 MO DA YR	09-03-2017 MO DA YR
PREMIUM TERM	

PRINCIPAL GREEN TECH SYSTEMS LLC

BOND AMOUNT	BOND PREMIUM
\$10,000.00	\$100.00

ADDRESS 1203 BRISSETTE BEACH RD
KAWKAWLIN MI 48631-9453

TYPE OF BOND LICENSE AND PERMIT BOND

DESCRIPTION OF RISK SEWER & WATER INSTALLER

OBLIGEE CITY OF BURTON

In consideration of an agreed premium payable in advance, the Bond described above is hereby continued in force for the period indicated in the premium term. Continuation is subject to the condition that the maximum aggregate liability of the AUTO-OWNERS INSURANCE COMPANY under the Bond and any and all continuations thereof shall in no event exceed the amount of liability shown herein. This endorsement shall be valid only when executed by an attorney-in-fact of this Company.

PRINCIPAL

Attorney-in-fact





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

Meeting: 06/05/17 07:00 PM
Department: City Council
Category: Water/Sewer
Prepared By: Teresa M. Karsney
Department Head: Teresa M. Karsney

J.9

SCHEDULED

AGENDA ITEM (ID # 3078)

DOC ID: 3078

**Approve and authorize the request for Residential Sanitary
Sewer & Water Installer's License for Root Away Drain
Cleaning, 7207 Kessling Street, Davison, MI 48423.**

ATTACHMENTS:

- Root Away (PDF)



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

Application for Sewer & Water Installer License

Date: 5-31-2017 License Expiration: _____
Name of Applicant: Timothy Hall
Applicant Address: 7207 Kessling St Davison Michigan 48423
Phone Number: (810) 233 4376 Email: RootAway2outlook.com
Name of Business: Root Away Drain Cleaning
Business Address: 7207 Kessling St Davison Michigan
Phone Number: (810) 233 4376 Plumbing License #: _____

LICENSE FEES	\$	PAID
1. Sewer Installer Expires March 31", 20	100.00	☒
2. Water Installer Expires March 31", 20	100.00	☒

Sharon
City Clerk

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

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

The undersigned hereby specifically agrees to abide by all provisions of Burton City Ordinance #56, adopted 8-4-69, effective 9-15-69, and all City Ordinances and Resolutions of the Burton City Council now in force or hereinafter adopted.

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

THIS APPLICATION MUST BE SIGNED BEFORE A NOTARY: _____

[Signature]
Signature of Applicant

Subscribed and sworn before me a Notary Public in and for the County of Oakland, State of Michigan this 1 day of June, 2017.

[Signature]
Notary Public

10/23/2021
Commission Expires

TERESA M KARSNEY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 23, 2021
ACTING IN COUNTY OF Genesee



CERTIFICATE OF LIABILITY INSURANCE

ROOTA-1

OP ID: IN

DATE (MM/DD/YYYY) J.9.a

06/23/2016

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

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PRODUCER General Agency Company 525 E. Broadway P.O. Box 448 Mt. Pleasant, MI 48804-0448 Michael P. Natzel	CONTACT NAME: Jessica Nerbonne		
	PHONE (A/C, No, Ext): 989-773-6981	FAX (A/C, No): 989-772-1855	
	E-MAIL ADDRESS: jnerbonne@ga-ins.com		
INSURED Root-A-Way of Genesee County LLC 7207 Kessling St Davison, MI 48423-2447	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Employers Mutual Casualty Co		21415
	INSURER B: EMCASCO Insurance Company		21407
	INSURER C: Accident Fund InsCo of America		10166
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			4D77232	06/20/2016	06/20/2017	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
			MED EXP (Any one person)				\$ 5,000	
			PERSONAL & ADV INJURY				\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						Emp Ben.	\$ 1,000,000
B	☐ AUTOMOBILE LIABILITY			4E77232	06/20/2016	06/20/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☒ ALL OWNED AUTOS	☒ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
A	☒ UMBRELLA LIAB			4J77232	06/20/2016	06/20/2017	EACH OCCURRENCE	\$ 1,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$ 1,000,000
	☐ DED ☒ RETENTION \$	0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV6129667	06/20/2016	06/20/2017	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

CITYB-8 City of Burton 4303 N Center Rd Burton, MI 48519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



Bond Number 2351478

License and Permit Bond

(Valid in the states of Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Ohio and Wisconsin only)
For County, City, Town or Village Only -- Not valid for bonds required by the State.
Not valid for Contract, Performance, Maintenance, Subdivision, Supply or Utility Guarantee Bond.

Principal: (Full name and address)

Root-A-Way of Genesee County LLC

7207 Kessling St

Davison, MI 48423-2447

Effective Date: June 1, 2017

(Valid up to 3 years)

Obligee: (Principal's customer)

City of Burton

4303-S Center Rd

Burton, MI 48519-1449

Expiration Date: June 1, 2018

PENAL AMOUNT OF BOND:

Ten Thousand Dollars

Dollars (\$ 10,000.00),

lawful money of the United States, to be paid to the said obligee, for which payment well and truly to be made we bind ourselves and our legal representative, jointly and severally.

The condition of this obligation is such, that whereas, the principal has been licensed by the Obligee for:

Sewer & Water Contractor

NOW, THEREFORE, if said Principal shall faithfully perform all the duties and comply with the laws and ordinances, (including all amendments) pertaining to the license or permit, then this obligation shall be null and void; otherwise to remain in full force for not more than 36 consecutive months, unless renewed by continuation certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Obligee and at the expiration of thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later, this bond shall ipso facto terminate and the Surety shall be relieved from any liability for any subsequent acts or omissions of the Principal.

Principal's company shall save and keep harmless the Obligee from all losses or damage which it may sustain or for which it may become liable on account of the issuance of said license and permit. The maximum liability shall not exceed the bond penalty.

Signed with our hands and sealed with our seals this, the 1st day of June, 2017.

Root-A-Way of Genesee County LLC

(Principal)

WEST BEND MUTUAL INSURANCE COMPANY

Kevin A. Steiner, Chief Executive Officer

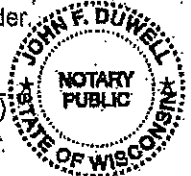


On the 1st day of March, 2009, before me personally came Kevin A. Steiner to me known, who being by me duly sworn, did depose and say: that he resides in the County of Washington, State of Wisconsin; that he is the Chief Executive Officer of WEST BEND MUTUAL INSURANCE COMPANY the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN

County of Washington

John F. Duwell (Notary Public)
My Commission is permanent.



MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

NB 0054 04 12

Page 1 of 1

8401 Greenway Blvd. Suite 1100 | Middleton, WI 53562 | Phone: (608) 410-3410 | Fax: (877) 674-2663 | www.thesilverlining.com

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

Received From:
ROOT A WAY

Date: 06/01/2017 Time: 12:02:40 PM
Receipt: 110521642
Cashier: 002
Workstation: Drawer: 1

ITEM REFERENCE	AMOUNT
LICENSE LICENSE FEES	
1001-0000-450.0000	\$200.00
TOTAL	\$200.00
CHECK 4911	\$200.00
Total Tendered:	\$200.00
Change:	\$0.00

Attachment: Root Away (3078 : Residential Water & Sewer License)



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

Meeting: 06/05/17 07:00 PM
Department: City Council
Category: Contract
Prepared By: Teresa M. Karsney
Department Head: Teresa M. Karsney

J.10

SCHEDULED

AGENDA ITEM (ID # 3079)

DOC ID: 3079

Approve and authorize the Mayor and Clerk to enter into a contract with Diamond Excavating, LLC, P.O. Box 562, Davison, MI 48423, for the Sea Wall at Kelly Lake in the amount of \$76,590.00.

ATTACHMENTS:

- Kelly Lake Sea Wall (PDF)
- MOE Kelly Lake (PDF)



May 9, 2017

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

RE: 2017 Kelly Lake Park Bank Stabilization Project

Dear Mayor Zelenko:

We have reviewed the bids for the 2017 Kelly Lake Park Bank Stabilization project and summarized the Bid totals on the attached spreadsheet. A total of seven (7) bids were received. Copies of the three lowest bids are attached.

We recommend the City review the attached bid packets including their project experience, references, and qualifications to determine which contractor best demonstrates their ability to complete this project to the standards of the City and in the most cost effective and timely manner.

It is our understanding that City Council will be awarding this project at the May 15, 2017 regular Council meeting. Therefore, should you or any Council members have questions or wish to discuss this matter further prior to the meeting please feel free to contact me at 810-244-1732 or by email at leasterwood@fveng.com.

Sincerely,

FLEIS & VANDENBRINK

A handwritten signature in black ink that reads "Lisa M. Easterwood". The signature is written in a cursive, flowing style.

Lisa M. Easterwood
Project Manager

Cc: Teresa Karsney, City of Burton Clerk

9475 Holly Road, Suite 201
Grand Blanc, MI 48439
P: 810.743.9120
F: 810.743.1797

CITY OF BURTON

2017 KELLY LAKE PARK - BANK STABILIZATION PROJECT

BID TABULATION



Bid Opening Date: May 5, 2017

PM: LME

Project # 830420

	BIDDER	TOTAL	Comments
1	Diamond Excavating, LLC	\$76,590.00	
2	Oak Construction Corp.	\$94,000.00	
3	Anglin Civil, LLC	\$97,900.00	
4	Upcott's Landscaping & Design, Inc.	\$115,855.00	Certified Check Provided vs Bid Bond
5	Heystek Contracting, Inc.	\$117,000.00	
6	Z Contractors, Inc.	\$140,000.00	
7	Rhode Brothers Excavating, Inc.	\$181,100.00	

M:\Pro\829001-831000\830420 Kelly Lake Bank Stabilization\PM\Bidding\830420 Bidtab

Attachment: Kelly Lake Sea Wall (3079 : Kelly Lake Sea Wall)

Diamond Excavating, LLC

SECTION 00 41 00

BID FORM

PROJECT IDENTIFICATION:

City of Burton – 2017 Kelly Lake Bank Stabilization Project

CONTRACT IDENTIFICATION AND NUMBER:

City of Burton – 2017 Kelly Lake Bank Stabilization Project

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**Teresa M. Karsney, Clerk
City of Burton
4303 South Center Road
Burton, MI 48519
Due Date: May 4, 2017
Time Due: 10:00 a.m.**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **30** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum Date

_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that may be identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that may be identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid, within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER, if any, and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by ENGINEER is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

TOTAL LUMP SUM BID:

Seventy Six thousand Five hundred ninety (\$ 76,590.⁰⁰)
(use words) (use figures)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.
- 6.03 **SUBCONTRACTOR LISTING:**

Bid is submitted on the basis of the use of the following Subcontractors:

<u>WORK ITEM</u>	<u>FIRM</u>	<u>CITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please note for each work item, if work is to be performed by Bidder or Subcontractor. If by Subcontractor, provide name and City for each Subcontractor. Failure to list Subcontractors with the Bid waives Bidder's rights to a change in Contract Time or Price or withdrawal of Bid and Bid Security, in the event OWNER has reasonable objections to any Subcontractor.

If Subcontractors are not identified above, OWNER shall have the right to reject any Subcontractor for reasonable cause. In this case, the apparent low Bidder shall engage a Subcontractor acceptable to OWNER and waives the right to withdraw Bid and Bid Security, and further, waives right to a change in Contract Time or Price due to failure to list.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project Examples with References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with Supporting Data;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): Danielle Diamond

By: Danielle Diamond
(Individual's signature)

Doing business as: Diamond Excavating LLC

Attachment: Kelly Lake Sea Wall (3079 : Kelly Lake Sea Wall)

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability):
_____By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in _____ [State where Project is
located] is ____/____/____.A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address PO Box 562

Newison MI 48423

Phone No. 810-358-8956 Fax No. _____

E-mail diamondexcavating@gmail

SUBMITTED on May 4, 2017.

State Contractor License No. _____ (where applicable).

END OF SECTION

Attachment: Kelly Lake Sea Wall (3079 : Kelly Lake Sea Wall)

BID BOND
(Percentage)

Bond No. 63182382

KNOW ALL PERSONS BY THESE PRESENTS, That we Diamond Excavating LLC
of 4418 N Gale Rd., Davison, MI 48423, hereinafter referred to as the Principal, and

WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto City of Burton

for Five Percent of the Amount Bid, hereinafter referred to as the Obligor, in the amount of
(5%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligor on a contract for
2017 Kelly Lake Banks Stabilization Project - Placement of Limestone Seawall To
Stabilize The East Edge of Kelly Lake and Related Work 5%

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligor; or if Principal shall fail to do so, pay to Obligor the damages which Obligor may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 5th day of May, 2017.

Principal

Diamond Excavating LLC

BY: _____

Surety

WESTERN SURETY COMPANY

BY: Patricia A Johnson

Patricia A Johnson, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 63182382

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Patricia A Johnson

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

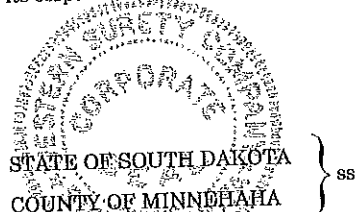
Principal: Diamond Excavating LLCObligee: City of BurtonAmount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

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

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of August 3rd, 2017, but until such time shall be irrevocable and in full force and effect.

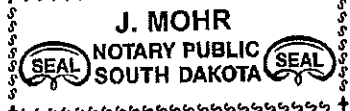
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Brufflat, and its corporate seal to be affixed this 5th day of May, 2017.



WESTERN SURETY COMPANY

Paul T. Brufflat, Vice President

On this 5th day of May, in the year 2017, before me, a notary public, personally appeared Paul T. Brufflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 5th day of May, 2017.

WESTERN SURETY COMPANY

Paul T. Brufflat, Vice President

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

CSCL/CD-700 (Rev. 08/15)

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received

(FOR BUREAU USE ONLY)

FILED
JUL 13 2016
ADMINISTRATOR
CORPORATIONS DIVISION

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

DANIELLE N. DIAMOND

Address

4418 N. GALE RD.

City

DAVISON

State

MI

ZIP Code

48423

TranInfo: 1 21442682-1 07/11/16

Chk#: 773 Amt: \$50.00

ID: DANIELLE DIAMOND

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies

(Please read information and instructions on reverse side)

E88321

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

ARTICLE I

The name of the limited liability company is: DIAMOND EXCAVATING LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company if other than perpetual is: _____

ARTICLE IV

1. The name of the resident agent at the registered office is: DANIELLE N. DIAMOND

2. The street address of the location of the registered office is:

4418 N. GALE RD.

(Street Address)

DAVISON

(City)

, Michigan

48423

(Zip Code)

3. The mailing address of the registered office if different than above:

(P.O. Box or Street Address)

(City)

, Michigan

(Zip Code)

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

Signed this 6TH day of JULY, 2016

By

Danielle N. Diamond

(Signature(s) of Organizer(s))

DANIELLE N. DIAMOND

(Type or Print Name(s) of Organizer(s))

Attachment: Kelly Lake Sea Wall (3079 : Kelly Lake Sea Wall)

Diamond Excavating LLC
PO Box 562 Davison, MI 48423
Diamondexcavating21@gmail.com

References

Name/Title	Job
L&M Landshaping Derrick Diamond former Superintendent (810-358-8956)	Several Burton jobs
Pastor John Backes (260)-224-2278 Bethel Assembly of God, Burton	Parking lot, Storm sewer / curb removal
Dr. Rommel Aquino, Burton (810)743-1408	Parking lot, Sanitary sewer repair
City of Vassar, Cass City Water Trail Carl Miller, Director of public works (989)-823-7231 Tanya Moore, PLA, ASLA, Spicer Group (989)-921-5576	<i>Currently</i> , Boat/Kayak Launch, parking lot
IBEW Local 948 Union Hall Subcontractor for Ace-Saginaw Paving Co. Mike HLavacek, (989)-239-4269	<i>Awarded</i> , Parking lot
Jim Sabo, GC (810)-964-7331	Mile of road
Doug Bungaurd, GC (810)-955-4065	Jimmy Johns Sidewalk
Pete Juengle, Owner 810-(348-5500) Corner Oaks Farm	Excavation concrete prep
Corey Jarbeau, Inspector (810)-397-2331 GCRC	Several MDOT jobs performed

Attachment: Kelly Lake Sea Wall (3079 : Kelly Lake Sea Wall)

Personal References

Bill Macom, Owner L&M Landshaping (810)-577-4116

Joe Landry, Owner L&M Landshaping (810)-577-4117

Brandon Kennedy, Owner Kennedy Excavating (810)-869-4208

Mike HLavacek, Estimator Ace Saginaw Paving Company (989)-239-4269

Addendum DateAddendum No.

A. Bidder has examined and carefully studied the Bidding Documents, and hereby acknowledges receipt of reference items identified in the Bidding Documents, and the following Addenda:

3.01 In submitting this Bid, Bidder represents that:

ARTICLE 3 - BIDDER'S REPRESENTATIONS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Teresa M. Karsney, Clerk
City of Burton
4303 South Center Road
Burton, MI 48519
Due Date: May 4, 2017
Time Due: 10:00 a.m.

1.01 This Bid is submitted to:

ARTICLE 1 - BID RECIPIENT

City of Burton - 2017 Kelly Lake Bank Stabilization Project

CONTRACT IDENTIFICATION AND NUMBER:

City of Burton - 2017 Kelly Lake Bank Stabilization Project

PROJECT IDENTIFICATION:

BID FORM

SECTION 00 41 00

Oak Construction Corp.

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that may be identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that may be identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid, within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER, if any, and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by ENGINEER is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 -- BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

TOTAL LUMP SUM BID:

Ninety Four Thousand Dollars (\$ 94,000.00)
(use words) (use figures)

ARTICLE 6 -- TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.
- 6.03 **SUBCONTRACTOR LISTING:**

Bid is submitted on the basis of the use of the following Subcontractors:

<u>WORK ITEM</u>	<u>FIRM</u>	<u>CITY</u>
<u>excavation</u>	<u>Everett Excavating</u>	<u>Chesaning</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please note for each work item, if work is to be performed by Bidder or Subcontractor. If by Subcontractor, provide name and City for each Subcontractor. Failure to list Subcontractors with the Bid waives Bidder's rights to a change in Contract Time or Price or withdrawal of Bid and Bid Security, in the event OWNER has reasonable objections to any Subcontractor.

If Subcontractors are not identified above, OWNER shall have the right to reject any Subcontractor for reasonable cause. In this case, the apparent low Bidder shall engage a Subcontractor acceptable to OWNER and waives the right to withdraw Bid and Bid Security, and further, waives right to a change in Contract Time or Price due to failure to list.

ARTICLE 7 -- ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project Examples with References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with Supporting Data;

ARTICLE 8 -- DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 -- BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A CorporationCorporation Name: Oak Construction Corporation (SEAL)State of Incorporation: Michigan

Type (General Business, Professional, Service, Limited Liability):

General BusinessBy: Holly Faler
(Signature -- attach evidence of authority to sign)Name (typed or printed): Holly FalerTitle: President
(CORPORATE SEAL)Attest [Signature]Date of Qualification to do business in Michigan [State where Project is located] is 6 / 1 / 2008.A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address P O Box 147

Flushing, MI 48433

Phone No. 810-644-2302 Fax No. 810-644-2321

E-mail oakconstructionco@yahoo.com

SUBMITTED on May 4, 20 17.

State Contractor License No. _____ (where applicable).

END OF SECTION

Attachment: Kelly Lake Sea Wall (3079 : Kelly Lake Sea Wall)

AIA Document A310™ - 2010

Bid Bond

Bond No. 71904111

CONTRACTOR:*(Name, legal status and address)*

Oak Construction Corp.

7077 S. Fork Drive

Swartz Creek, MI 48473

SURETY:*(Name, legal status and principal place of business)*

Western Surety Company

101 South Phillips

Sioux Falls, SD 57192

OWNER:*(Name, legal status and address)*

City of Burton

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Bid (5% of Bid)

PROJECT: 2017 Kelly Lake Park - Bank Stabilization
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of May, 2017

(Witness)

Richmond Livingston
(Witness) Richmond Livingston

Oak Construction Corp.

*(Principal)**Holly Falew**(Title)* PRESIDENT

Western Surety Company

*(Surety)**Dan Cusenza**(Title)* Dan Cusenza

, Attorney-in-Fact

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Attachment: Kelly Lake Sea Wall (3079 : Kelly Lake Sea Wall)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John T Foster, Jim Slear, Lori A King Clyde, Dan Cusenza, Individually

of Lansing, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

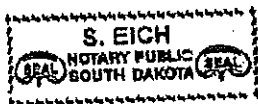
State of South Dakota }
County of Minnehaha }

ss

On this 8th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of May, 2017.



WESTERN SURETY COMPANY

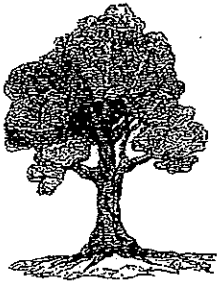
L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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



OAK CONSTRUCTION CORPORATION

PO Box 147 Flushing, MI 48433
(810) 644-2302 PHONE (810) 644-2282 FAX

SPECIAL MEETING OF THE BOARD OF DIRECTORS OF OAK CONSTRUCTION CORPORATION HELD ON January 25, 2012

A special meeting of the Board of Directors of Oak Construction Corporation was held at the office of 7077 South Fork Drive, Swartz Creek, Michigan 48473 at 2:00 p.m. Members present were Holly Faler and Bret M. Faler, Directors. Upon motion made and seconded, it was unanimously approved that the following signature of Holly Faler is authorized for legal signatures. There being no further business to come before this special meeting of the Directors, it was adjourned.

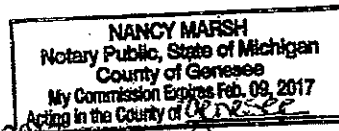
APPROVED:

Holly Faler
HOLLY FALER
PRESIDENT

Subscriber and sworn to before me at OAK CONSTRUCTION CORPORATION, 7077 South Fork Drive, Swartz Creek, MI 48473, this 25th day of January, 2012.

Nancy Marsh
Nancy Marsh

Notary Public, Genesee County, MI
My Commission Expires February 9, 2017



Attachment: Kelly Lake Sea Wall (3079 : Kelly Lake Sea Wall)

Oak Construction Corporation

P O Box 147

Flushing, MI 48433

Phone: (810) 644-2302 Fax: (810) 644-2321

oakconstructionco@yahoo.com

Proposed Suppliers

Rock Bottom Stone Supply (586) 255-5242

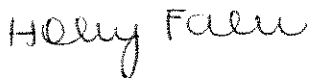
List of Project Examples with References

WWTP - Jack Hippe (810) 397-3575

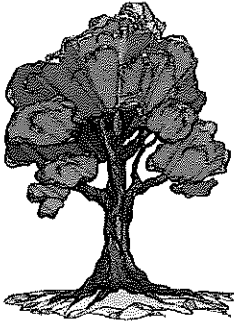
City of Swartz Creek – Tom (517) 719-8071

Allen Drive – Mark Emmendorfer (810) 348-1784

Oak Construction Corporation,



Holly Faler



OAK CONSTRUCTION CORPORATION

PO BOX 147

FLUSHING, MI 48433

(810) 644-2302 (810) 644-2321 Fax

May 8, 2017

City of Burton,

Our experience in the construction business spans over 50 years and ranges from excavation, concrete and building construction. We also have experience in stonewall and riprap wall. At present, we are building segmented block walls for the City of Ann Arbor, a small addition at Goodrich Schools and have ongoing work at the City of Flint WWTP and McLaren Hospital. Below is a list of similar projects that we have constructed.

- Arcadia Marine
- Flushing Township Riverwalk
- Oakland County Creek Enhancement & Walk
- Geddes Dam – Ann Arbor
- Inflatable Dam – City of Flint
- Pedestrian Bridge – City of Ann Arbor
- Outfall Control Structure – City of Flushing
- Outfall Control Structure – Genesee Valley Mall

Respectfully submitted,


Douglas West

Attachment: Kelly Lake Sea Wall (3079 : Kelly Lake Sea Wall)

BID FORM

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that may be identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that may be identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid, within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER, if any, and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by ENGINEER is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

- Packet Pg. 137

Please note for each work item, if work is to be performed by Bidder or Subcontractor. If by Subcontractor, provide name and City for each Subcontractor. Failure to list Subcontractors with the Bid waives Bidder's rights to a change in Contract Time or Price or withdrawal of Bid and Bid Security, in the event OWNER has reasonable objections to any Subcontractor.

If Subcontractors are not identified above, OWNER shall have the right to reject any Subcontractor for reasonable cause. In this case, the apparent low Bidder shall engage a Subcontractor acceptable to OWNER and waives the right to withdraw Bid and Bid Security, and further, waives right to a change in Contract Time or Price due to failure to list.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project Examples with References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with Supporting Data;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A CorporationCorporation Name: Anglin Civil (SEAL)State of Incorporation: MICHIGANType (General Business, Professional, Service, Limited Liability): Limited LiabilityBy: _____
(Signature -- attach evidence of authority to sign)Name (typed or printed): L. Douglas Anglin IITitle: President
(CORPORATE SEAL)Attest Kalish - Asst. Project ManagerDate of Qualification to do business in MICHIGAN [State where Project is located] is 2/01/2008.A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LIMITED LIABILITY COMPANY ANNUAL STATEMENT

2017



Due February 15, 2017

File Online at www.michigan.gov/fileonline

Identification Number E0341M	Limited Liability Company Name ANGLIN CIVIL, LLC
1. Resident agent name and mailing address of the registered office LOWELL D. ANGLIN, II 13000 NEWBURGH LIVONIA MI 48150	
If different from 1, change resident agent and mailing address of registered office in MICHIGAN. RECEIVED NOV 21 2017 LARA \$25.00 FILED DEC 14 2016 Corporation Division	
2. The address of the registered office 13000 NEWBURGH LIVONIA MI 48150	If different from 2, change address of registered office (number, street, city, state, zip) in MICHIGAN.
3. Signature of authorized member, manager or agent. 	Title President Date 11/16/16 Phone (Optional)

Filing Fee: \$25.00

Annual Statement must be received by agency on or before February 15, 2017.

Annual Statement Must Be Signed

Domestic: Signature of a manager if management is vested in managers, by at least 1 member if management remains in the members or by an authorized agent of the domestic limited liability company.

Foreign: Signature of a person with authority to do so under the laws of the foreign limited liability company's jurisdiction of organization.

Veterans - Pursuant to MCL 450.5101(7), if a majority of the membership interests in the domestic or foreign limited liability company responsible for paying the fee are held by 1 or more honorably discharged veterans of the armed forces of the United States, you may contact the Corporations Division regarding a fee waiver.

Required by Section 207, Act 23, Public Acts of 1993, as amended.

File online at www.michigan.gov/fileonline
or mail your completed statement with a check or money order payable to the State of Michigan.

Return to: Corporations Division
P.O. Box 30768
Lansing MI 48909
(517) 241-6470

BAT2700LLO_NOV

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 13000 Newburgh Rd
LIVONIA MI 48150

Phone No. 248-397-4200 Fax No. 888-642-2030

E-mail forbes.dumont@aylincivil.com

SUBMITTED on MAY 4TH, 2017.

State Contractor License No. N/A (where applicable).

END OF SECTION



PENAL SUM FORM

SECTION 00 43 13

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Anglin Civil, LLC
13000 Newburgh Road
Livonia, MI 48150

SURETY (Name, and Address of Principal Place of Business):

RLI Insurance Company
9025 North Lindbergh Drive
Peoria, IL 61615

OWNER (Name and Address):

City of Burton
4303 South Center Road
Burton, MI 48619

BID

Bid Due Date: May 4, 2017

Description (Project Name— Include Location): Kelly Lake Bank Stabilization

BOND

Bond Number: N/A

Date: May 4, 2017

Penal sum FIVE PERCENT OF BID AMOUNT \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Anglin Civil, LLC (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature

L. Doug Anglin II
Print Name

PRESIDENT
Title

Attest: [Signature]
Signature

Title Asst. Project Manager

SURETY

RLI Insurance Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)

Stephanie A. Dinco
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature Courtney Trevor

Title Bond Processor



PENAL SUM FORM

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Michael Zervos, Stephen M. Zervos, Stephanie A. Dinco, jointly or severally

in the City of Southfield, State of Michigan, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

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

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of February, 2017.

State of Illinois

County of Peoria

} SS



RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis

Vice President

On this 21st day of February, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler

Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company, and/or Contractors Bonding and Insurance Company, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 4th day of May, 2017.

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis

Vice President

2132047020212

A0059115

**ANGLIN CIVIL**May 3rd 2017**RE: Qualification Statement 2017 Kelly Lake Bank Stabilization Project (Please see attached Photo)**

To Whom It may Concern:

Anglin Civil is currently working on two projects of similar size and nature with many of the same construction activities we anticipate to be completed at The Kelly Lake Bank Stabilization Project. We have a full fleet of equipment, trucks, full time mobile mechanics, mechanics shop and an integrated systematic approach to mobilization to the project and navigation/logistics during a project with confined space limits. This is a task we at Anglin take pride in and have become particularly efficient and refined at. Both of our current habitat restoration projects are very confined, involving logistical maneuvers to ensure efficiency and also a top quality product. Being a locally based company we are familiar with Burton and surrounding areas. With past experience on these types of projects, we have become very strategic with logistics and scheduling of the project. This past experience has allowed us to become a leader when executing construction activities such as; log vanes, bank stabilization, extracting rootwads in a confined space, perfecting the execution of a toewood structure, wrapped lifts and constructing rock vanes. We have also developed team of laborers dedicated to restoration of prior worksites and areas. Anglin Civil's performance on our current projects validates our capacity to do work of this nature and size. We currently have two projects of similar nature; Clinton River Spillway Habitat Rehabilitation and Clinton River Corridor Streambank Stabilization, which we feel are very comparable and have the knowledge and experience to complete this project on time and of the highest quality.

Respectfully,

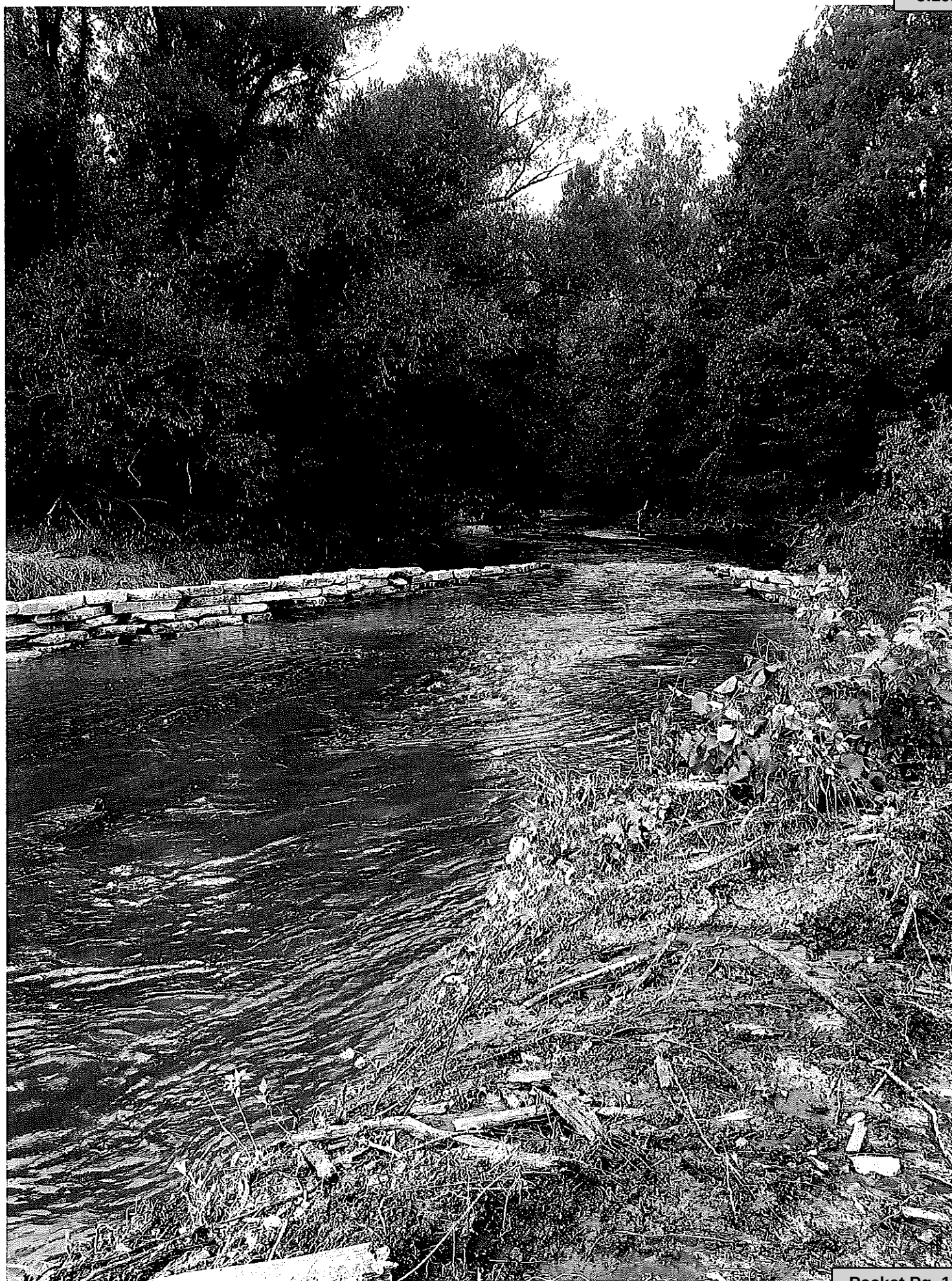
-Parker K. Demont

Assistant Project Manager

Anglin Civil

13000 Newburgh Road, Livonia, MI 48150
(248) 397-4200 FAX (888) 642-2030

Attachment: Kelly Lake Sea Wall (3079 : Kelly Lake Sea Wall)



**ANGLIN CIVIL**

Projects in Progress-

Project: Clinton River Spillway
Owner: Great Lakes Habitat Restoration Program
Architect/ Engineer: HRC
Contract Amount: \$2,542,400.00
Percent Complete: 95%
Scheduled Completion Date: 2016

Project: Clinton River Habitat Restoration
Owner: City of Sterling Heights
Architect/ Engineer: HRC
Contract Amount: \$3,733,629.00
Percent Complete: 54%
Scheduled Completion Date: 9/30/2016

Attachment: Kelly Lake Sea Wall (3079 : Kelly Lake Sea Wall)

13000 Newburgh Road, Livonia, MI 48150
(248) 397-4200 FAX (888) 642-2030



ANGLIN CIVIL

Completed Projects

Project: Flanders Park – Riverwalk of Farmington
 Owner: City of Farmington
 Architect/Engineer: OHM Advisors – Mitch Master
 Contract Amount: \$60,000
 Percent Complete: 100%
 Completion Date: August 2016

Project: Danvers Dam Removal and Stream Restoration
 Owner: City of Farmington Hills
 Architect/Engineer: Environmental Consulting & Technology, Inc.
 Contract Amount: \$378,727.50
 Percent Complete: 100%
 Completion Date: September 2012
 Warranty Period Ends: October 2013
Awards: APWA Project of the Year- Environment less than \$1 million

Project: Civic Center Parking and Sidewalk Ramp Improvements
 Owner: City of Novi
 Architect/Engineer: Spalding DeDecker Associates, Inc.
 Contract Amount: \$89,355.51
 Percent Complete: 100%
 Completion Date: September 2013
 Warranty Period Ends: September 2014

Project: Romulus DDA Improvements
 Owner: City of Romulus
 Architect/Engineer: OHM Advisors
 Contract Amount: \$377,884.00
 Completion Date: November 2014
 Nick Bayley, OHM Project Engineer: 734.466.4538 Nicholas.Bayley@ohm-advisors.com
Awards: APWA Project of the Year- Historical Preservation less than \$5 million

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Attachment: Kelly Lake Sea Wall (3079 : Kelly Lake Sea Wall)



ANGLIN CIVIL

Completed Projects

Project: Sleeth Road Culvert Replacement
 Owner: Road Commission of Oakland county
 Architect/Engineer: Road Commission of Oakland County
 Contract Amount: \$201,724.10
 Completion Date: September 2014
 Lisa New, RCOC Project Engineer: 248.858.4858 lisanew@rcoc.org

Project: Mt. Clemens Trail Project
 Owner: Macomb County Department of Roads
 Architect/Engineer: Anderson, Eckstein & Westrick
 Contract Amount: \$420,000.00
 Completion Date: November 2014
 Lyle Winn AEW: 586.726.1234 lwinn@aewinc.com

Project: Willow Road over Buck Creek
 Owner: Washtenaw County Roads
 Contract Amount: \$220,000.00
 Completion Date: June 2015
 Kelly Jones WCRC: 734.327.6647 jonesk@wcroads.org

Project: Melvindale Pocket Park
 Owner: City of Melvindale
 Architect/ Engineer: CE Raines Company
 Contract Amount: \$267,000.00
 Completion Date: June 2015
 Brent Florek C.E. Raines Company Project Manager: 734.285.7510 bfloreck@charlesraines.com

13000 Newburgh Road, Livonia, MI 48150
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ANGLIN CIVIL

Project: Veterans Drive
 Owner: City of Ypsilanti
 Architect/ Engineer: OHM
 Contract Amount: \$1,004,457.44
 Completion Date: 10/ 2015
 Aaron Berkholz, OHM Project Manager: 734.522.6711

Project: Royal Oak Street Improvements
 Owner: City of Royal Oak
 Architect/ Engineer: OHM
 Contract Amount: \$1,100,000
 Completion Date: 2016
 Nick Bayley, OHM Project Engineer: 734.466.4538 Nicholas.Bayley@ohm-advisors.com

Project: Gloede Drain Cleanout
 Owner: Macomb County Drain Commission
 Architect/ Engineer: AEW
 Contract Amount: \$227,361,.97
 Completion Date: 5/ 2015
 Michael D Smith, PE, AEW Senior Project Engineer: 586.726.1234 msmith@aewinc.com

Project: Novi 11 Mile Road Pathway
 Owner: City Of Novi
 Architect/ Engineer: AECOM
 Contract Amount: \$518,825.45
 Completion Date: 10/ 2015
 Mark Koskinen PE, AECOM Construction Department Engineer: 248.204.5900
Mark.koskinen@aecom.com

13000 Newburgh Road, Livonia, MI 48150
 (248) 397-4200 FAX (888) 642-2030

Attachment: Kelly Lake Sea Wall (3079 : Kelly Lake Sea Wall)



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

WATER RESOURCES DIVISION

PERMIT

ISSUED TO:

City of Burton
4303 South Center Road
Burton, Michigan 48519

Permit No.	13-25-0090-P
Issued	February 14, 2014
Extended	
Revised	
Expires	February 14, 2019

This permit is being issued by the Michigan Department of Environmental Quality (MDEQ) under the provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and specifically:

- | | |
|--|---|
| ☒ Part 301, Inland Lakes and Streams | ☐ Part 315, Dam Safety |
| ☐ Part 325, Great Lakes Submerged Lands | ☐ Part 323, Shorelands Protection and Management |
| ☒ Part 303, Wetlands Protection | ☐ Part 353, Sand Dunes Protection and Management |
| ☒ Part 31, Floodplain/Water Resources Protection | |

Permission is hereby granted, based on permittee assurance of adherence to State of Michigan requirements and permit conditions, to:

Permitted Activity:

Excavate approximately 68 cubic yards of sediment from the edge of Kelly Lake and place approximately 135 cubic yards of stone blocks and backfill to construct 240 linear feet of seawall.

Place 40 cubic yards of toestone/riprap along the length of the new wall.

Construct 350 linear feet of 8-foot wide boardwalk through wetland, including a 484 square foot covered fishing deck. Place approximately 17 cubic yards of clean approach fill at the boardwalk ends.

Water Course Affected: Kelly Lake

Property Location: Genesee County, City of Burton, Section 15

Subdivision, Lot **Town/Range** 7N, 7E **Property Tax No.** 59-15-200-003

Authority granted by this permit is subject to the following limitations:

- A. Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.
- B. The permittee, in exercising the authority granted by this permit, shall not cause unlawful pollution as defined by Part 31, Water Resources Protection, of the NREPA.
- C. This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.
- D. All work shall be completed in accordance with the approved plans and specifications submitted with the application and/or plans and specifications attached to this permit.
- E. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved.
- F. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with Act 53 of the Public Act of 1974 and comply with each of the requirements of that Act.
- G. This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits, or complying with other state statutes.
- H. This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state when necessary to protect his rights.
- I. Permittee shall notify the MDEQ within one week after the completion of the activity authorized by this permit, by completing and forwarding the attached preaddressed postcard to the office addressed thereon.

Attachment: Kelly Lake Sea Wall (3079 : Kelly Lake Sea Wall)

- J. This permit shall not be assigned or transferred without the written approval of the MDEQ.
- K. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific state act, federal act, and/or rule under which this permit is granted.
- L. All dredged or excavated materials shall be disposed of in an upland site (outside of floodplains, unless exempt under Part 31, and wetland).
- M. In issuing this permit, the MDEQ has relied on the information and data that the permittee has provided in connection with the submitted application for permit. If, subsequent to the issuance of a permit, such information and data prove to be false, incomplete, or inaccurate, the MDEQ may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
- N. The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents, and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representative of the permittee, undertaken in connection with this permit. The permittee's obligation to indemnify the State of Michigan applies only if the State (1) provides the permittee or its designated representative written notice of the claim or cause of action within 30 days after it is received by the State and (2) consents to the permittee's participation in the proceeding on the claim or cause of action. It does not apply to contested case proceedings under the Administrative Procedures Act challenging the permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.
- O. Noncompliance with these terms and conditions and/or the initiation of other regulated activities not specifically authorized shall be cause for the modification, suspension, or revocation of this permit, in whole or in part. Further, the MDEQ may initiate criminal and/or civil proceedings as may be deemed necessary to correct project deficiencies, protect natural resource values, and secure compliance with statutes.
- P. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity from the MDEQ. Such revision request shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by the MDEQ prior to being implemented.
- Q. This permit may be transferred to another person upon written approval of the MDEQ. The permittee must submit a written request to the MDEQ to transfer the permit to the new owner. The new owner must also submit a written request to the MDEQ to accept transfer. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties which includes all the above information may be provided to the MDEQ. The MDEQ will review the request and if approved, will provide written notification to the new owner.
- R. Prior to initiating permitted construction, the permittee is required to provide a copy of the permit to the contractor(s) for review. The property owner, contractor(s), and any agent involved in exercising the permit are held responsible to ensure that the project is constructed in accordance with all drawings and specifications. The contractor is required to provide a copy of the permit to all subcontractors doing work authorized by the permit.
- S. Construction must be undertaken and completed during the dry period of the wetland. If the area does not dry out, construction shall be done on equipment mats to prevent compaction of the soil.
- T. Authority granted by this permit does not waive permit requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the County Enforcing Agent.
- U. Authority granted by this permit does not waive permit requirements under the authority of Part 305, Natural Rivers, of the NREPA. A Natural Rivers Zoning Permit may be required for construction, land alteration, streambank stabilization, or vegetation removal along or near a natural river.
- V. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.
- W. Unless specifically stated in this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of the waterbody are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.
- X. For projects with potential impacts to fish spawning or migration, no work shall occur within fish spawning or migration timelines (i.e., windows) unless otherwise approved in writing by the MDNR, Fisheries Division.
- Y. Work to be done under authority of this permit is further subject to the following special instructions and specifications:

1. The design flood or 1% annual chance (100-year) floodplain elevation at this location on Gilkey Creek is 761.2 feet N.A.V. Datum of 1988.
2. No fill, excess soil, or other material shall be placed in the 100-year floodplain, any wetland or surface water area not specifically authorized by this permit, its plans, and specifications.
3. Prior to the initiation of any permitted construction activities, a sedimentation barrier shall be constructed immediately down gradient of the construction site. Sedimentation barriers shall be specifically designed to handle the sediment type, load, water depth, and flow conditions of each construction site throughout the anticipated time of construction and unstable site conditions. The sedimentation barrier shall be maintained in good working order throughout the duration of the project. Upon project completion, the accumulated materials shall be removed and disposed of at an upland (non-wetland, non-floodplain) site and stabilized with seed and mulch. The sedimentation barrier shall then be removed in its entirety and the area restored to its original configuration and cover.
4. Prior to the start of construction, all adjacent non-work wetland areas shall be protected by properly trenched sedimentation barrier to prevent sediment from entering the wetland. Orange construction

fencing shall be installed as needed to prohibit construction personnel and equipment from entering or performing work in these areas. Fence shall be maintained daily throughout the construction process. Upon project completion, the accumulated materials shall be removed and disposed of at an upland site, the sedimentation barrier shall then be removed in its entirety and the area restored to its original configuration and cover.

5. No work or dredging within the water authorized by this permit is allowed from March 1 to June 30 due to critical spawning periods.
6. All dredge/excavated spoils including organic and inorganic soils, vegetation, and other material removed shall be placed on upland (non-wetland, non-floodplain or non-bottomland), prepared for stabilization, and stabilized with sod and/or seed and mulch in such a manner to prevent and ensure against erosion of any material into any waterbody, wetland, or floodplain.
7. The permittee acknowledges that the dredged material has not been classified as to contaminant status. Disposal of the dredged sediments shall be to uplands. If the dredged sediments are determined to be contaminated at a future date, permittee and dredge sediments disposal location landowner are considered potentially responsible parties and remain liable for any and all necessary site restoration and clean up under Part 115, Solid Waste Management, and Part 201, Environmental Remediation, of the NREPA. If the permittee is not the dredge sediments disposal location landowner, permittee is responsible for notifying landowner of this condition.
8. All fill/backfill shall consist of clean inert material that will not cause siltation nor contain soluble chemicals, organic matter, pollutants, or contaminants. All fill shall be contained in such a manner so as not to erode into any surface water, floodplain, or wetland. All raw areas associated with the permitted activity shall be stabilized with sod and/or seed and mulch, riprap, or other technically effective methods as necessary to prevent erosion.
9. Prior to commencing installation of the shore protection structure, the entire lakeward perimeter of the project site shall be isolated with a turbidity curtain to prevent movement of suspended sediments. The turbidity curtain shall be installed to extend from the bed of the waterbody to a point above the existing water's surface. The turbidity curtain shall be maintained for the duration of the project and shall be left in place after completion until all disturbed sediments have settled.
10. Unless authorized by the attached plans, the seawall, bulkhead, or revetment structure shall be placed at or above (landward) of the Ordinary High Water Mark in the location shown on the attached approved plans. Any variation from the approved location must be authorized in writing by the Water Resources Division prior to the initiation of these activities.
11. On a project requiring backfilling, the seawall shall be in place prior to placing any fill.
12. The seawall shall have toe stone (i.e. riprap) placed along 100% of the length to prevent undercutting by wave action, to mitigate for the loss of habitat, and to provide a use for fish and other aquatic life. The toe stone shall be placed at a 1-on-2 slope (e.g. 1 foot vertical to 2 feet horizontal) or gentler. Toe stone shall be properly sized and consist of natural field stone or rock (broken concrete is not allowed). The toe stone shall extend from the lake/stream bottom to at least 6 inches above the ordinary high water mark, but cannot extend more than 6 feet into the water. Toe stone shall be installed immediately upon completion of the seawall. This toe stone shall be placed along 100% of the length unless it is approved in writing by the MDEQ that less toe stone is required based on site conditions, navigation, or mooring.
13. Prior to the initiation of any permitted construction activity, a sedimentation barrier shall be installed along the entire route of the disturbed wetland area and maintained in good working order until permanent stabilization and re-vegetation of all disturbed areas has occurred. The sedimentation barrier shall be removed after re-vegetation.
14. Construction must be undertaken and completed during the dry period of the wetland, or when frozen.
15. If the area does not dry out or freeze, construction shall be done on equipment mats to prevent compaction of the soil.
16. Unless specifically stated under the "Permitted Activity" of this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of

the waterbody are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.

17. A storm water discharge permit may be required under the Federal Clean Water Act for construction activities that disturb one or more acres of land and discharge to surface waters. For sites over five (5) acres, the permit coverage may be obtained by a Part 91, Soil Erosion and Sedimentation Control (SESC) permit, or coverage as an Authorized Public Agency (APA), and filing a "Notice of Coverage" form to the MDEQ's Water Resource Division. For sites with disturbance from one acre up to five acres, storm water coverage is automatic once the SESC permit is obtained or if work is being conducted by an APA. These one to five acre sites are not required to apply for coverage, but are required to comply with storm water discharge permit requirements. Information on the storm water discharge permit is available from the Water Resource Division's Storm Water Permit Program at www.michigan.gov/soilerosion under the "Construction Storm Water Info".
18. Fill shall not be placed to prevent surface water drainage across the site. Site runoff shall be directed to public or natural drainage ways and not unnaturally discharged onto adjacent properties.
19. The permittee is hereby cautioned that any discharge of sediment into waters of the state is a violation of Part 31, Water Resources Protection, of the NREPA. Any sedimentation caused by the construction or use of the permitted structure, subjects the permittee to provisions of Part 31.
20. All slurry resulting from any dewatering operation shall be discharged through a filter bag or pumped to a sump located away from wetlands and surface waters and allowed to filter through natural upland vegetation, gravel filters, or other engineered devices for a sufficient distance and/or period of time necessary to remove sediment or suspended particles. The discharge of slurry water resulting from the hydrodemolition of concrete is not allowed to enter a lake, stream, or wetland.
21. All raw areas in uplands resulting from the permitted construction activity shall be effectively stabilized with sod and/or seed and mulch (or other technology specified by this permit or project plans) in a sufficient quantity and manner to prevent erosion and any potential siltation to surface waters or wetlands. Temporary stabilization measures shall be installed before or upon commencement of the permitted activity, and shall be maintained until permanent measures are in place. Permanent measures shall be in place within five (5) days of achieving final grade.
22. All raw earth within 100 feet of a lake, stream, or wetland that is not brought to final stabilization by the end of the active growing season shall be temporarily stabilized with mulch blankets in accordance with the following dates: September 20th for the Upper Peninsula, October 1st for the Lower Peninsula north of US-10, and October 10th for the Lower Peninsula south of US-10.
23. Authority granted by this permit does not waive permit or program requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the County Enforcing Agent (CEA), if applicable. To locate the Soil Erosion Program Administrator for your county visit www.mi.gov/soilerosion and look for Soil Erosion and Sedimentation Control Agencies under "SESC Info".
24. The authority to conduct the activity as authorized by this permit is granted solely under the provisions of the governing act as identified above. This permit does not convey, provide, or otherwise imply approval of any other governing act, ordinance, or regulation, nor does it waive the permittee's obligation to acquire any local, county, state or federal approval or authorization, necessary to conduct the activity.
25. This permit placard shall be kept posted at the work site, in a prominent location at all times for the duration of the project, or until permit expiration.

26. This permit is being issued for the maximum time allowed and no extensions of this permit will be granted. Initiation of the construction work authorized by this permit indicates the permittee's acceptance of this condition. The permit, when signed by the MDEQ, will be for a five-year period beginning at the date of issuance. If the project is not completed by the expiration date, a new permit must be sought.

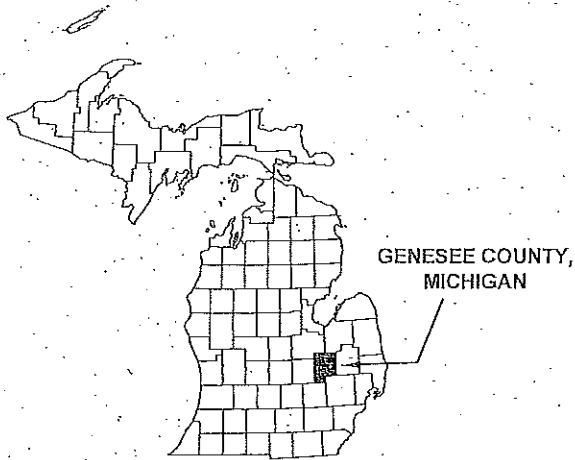
By: 

Christopher Clampitt
Water Resources Division
517-284-6665

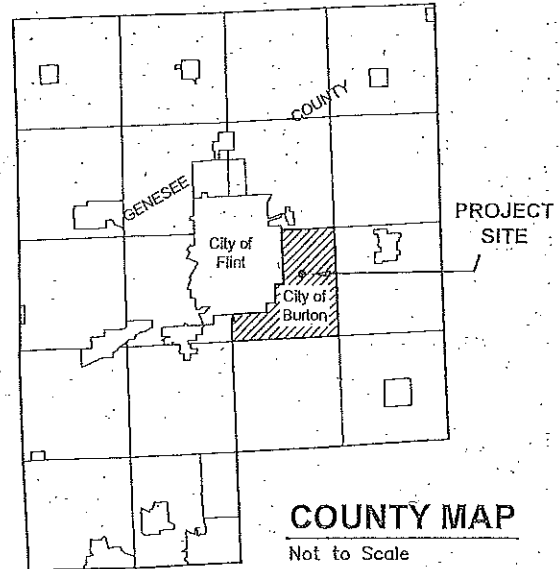
cc: City of Burton Clerk
Genesee County Drain Commissioner
Genesee County CEA
Ms. Lisa Easterwood, Fleis & VandenBrink

Attachment: Kelly Lake Sea Wall (3079 : Kelly Lake Sea Wall)

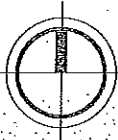
815090 MDEQ_01-LOC MAP\iso8 110813

**STATE MAP**

Not to Scale

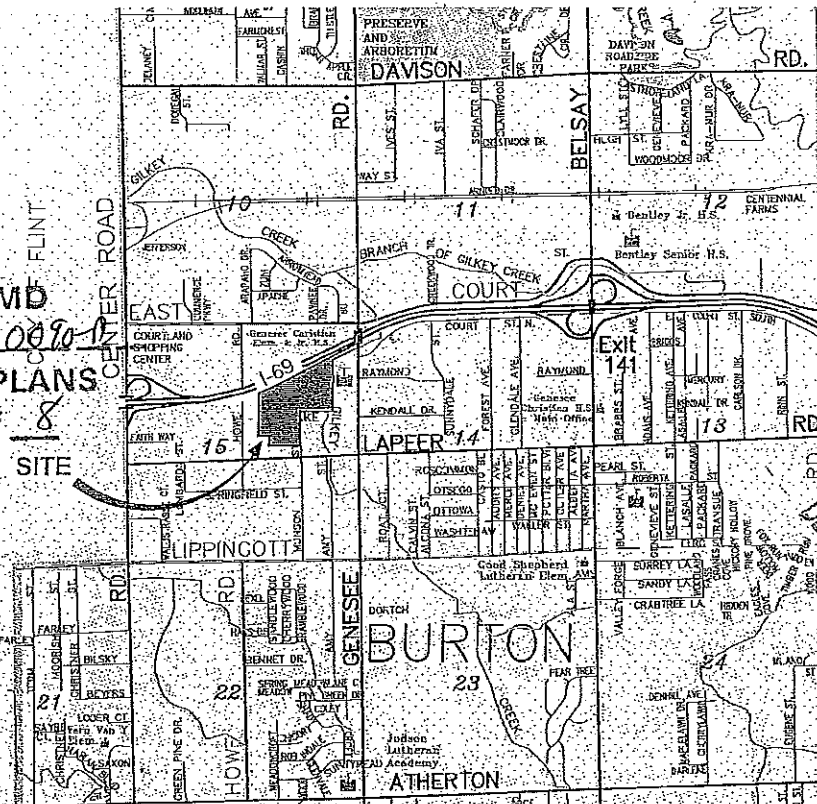
**COUNTY MAP**

Not to Scale



NORTH

DEQ - LWMD
File # 13-25-0080-1
APPROVED PLANS
Page 1 of 8

**LOCAL CITY MAP**

Not to Scale

DRIVING DIRECTIONS:
FROM I-69 EXPRESSWAY TAKE THE CENTER ROAD EXIT (NO. 139) IN THE CITY OF FLINT. TURN RIGHT ONTO CENTER ROAD. AFTER 1 MILE TURN LEFT ONTO LAPEER ROAD. AFTER 3/4 OF A MILE TURN LEFT ONTO MUNSON ST. AT THE PARK ENTRANCE.

SITE LOCATION MAP
 KELLY LAKE PARK IMPROVEMENTS

APPLICANT:	CITY OF BURTON
WATERBODY:	KELLY LAKE/WETLAND
CITY:	BURTON
COUNTY:	GENESEE
DWG NO. 1 OF 8	DATE: NOV. 7, 2013

2013

RECEIVED
DEC 04 2013
DEQ-LANSING DO

RECEIVED
NOV 12 2013
DEQ-LANSING DO

DEQ - LWMD
 File # 13-25-0096-1
APPROVED PLANS
 Page 2 of 8

PROJECT
 SITE AREA 'A'
 PROPOSED 8' WIDE
 BOARDWALK WITH
 OVERLOOK AND
 FISHING PIER
 SEE SHEETS 3 - 6

GENESEE
 CHRISTIAN
 ELEMENTARY
 SCHOOL

EXISTING 10'
 WIDE PAVED
 PATHWAY

PROJECT
 SITE AREA 'B'
 PROPOSED BANK
 STABILIZATION
 SEE SHEETS 7 - 8

SINGLE FAMILY RESIDENTIAL HOMES

EXISTING WETLAND

PROPOSED ADA
 ACCESSIBLE
 PATHWAY TO
 BOARDWALK

EXISTING
 PAVILION

EXISTING
 PAVILION

EXISTING
 PARKING LOT

SINGLE FAMILY RESIDENTIAL HOMES

SINGLE FAMILY RESIDENTIAL HOMES

RECEIVED
 DEC 04 2013
 DEQ-LANSING DO

RECEIVED
 NOV 22 2013
 DEQ-LANSING DO



NORTH

0 300' 600'
 SCALE IN FEET

LEGEND

- PROPOSED 8' WIDE GRAVEL PATHWAY
- PROPOSED 8' WIDE BOARD WALK SURFACE
- PROPOSED BANK STABILIZATION

PROJECT SITE MAP KELLY LAKE PARK IMPROVEMENTS

APPLICANT:	CITY OF BURTON
WATERBODY:	KELLY LAKE/WETLAND
CITY:	BURTON
COUNTY:	GENESEE
DWG NO. 2 OF 8	DATE: NOV. 7, 2013

2013

Packet Pg. 158

815090 MDEQ D3-AREA A-PLAN (Issue 111213)

NOTES:

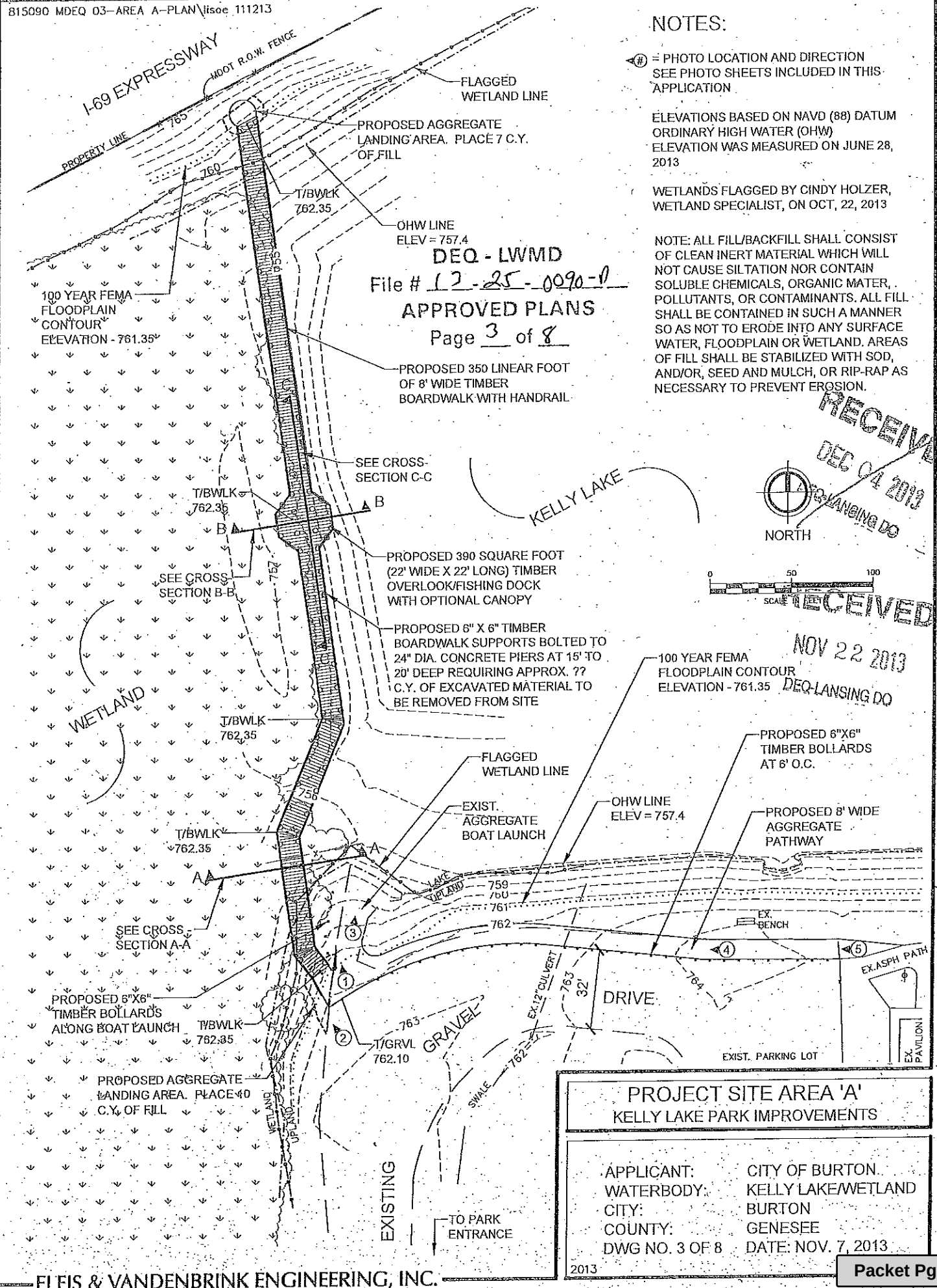
④ = PHOTO LOCATION AND DIRECTION
SEE PHOTO SHEETS INCLUDED IN THIS APPLICATION

ELEVATIONS BASED ON NAVD (88) DATUM
ORDINARY HIGH WATER (OHW)
ELEVATION WAS MEASURED ON JUNE 28, 2013

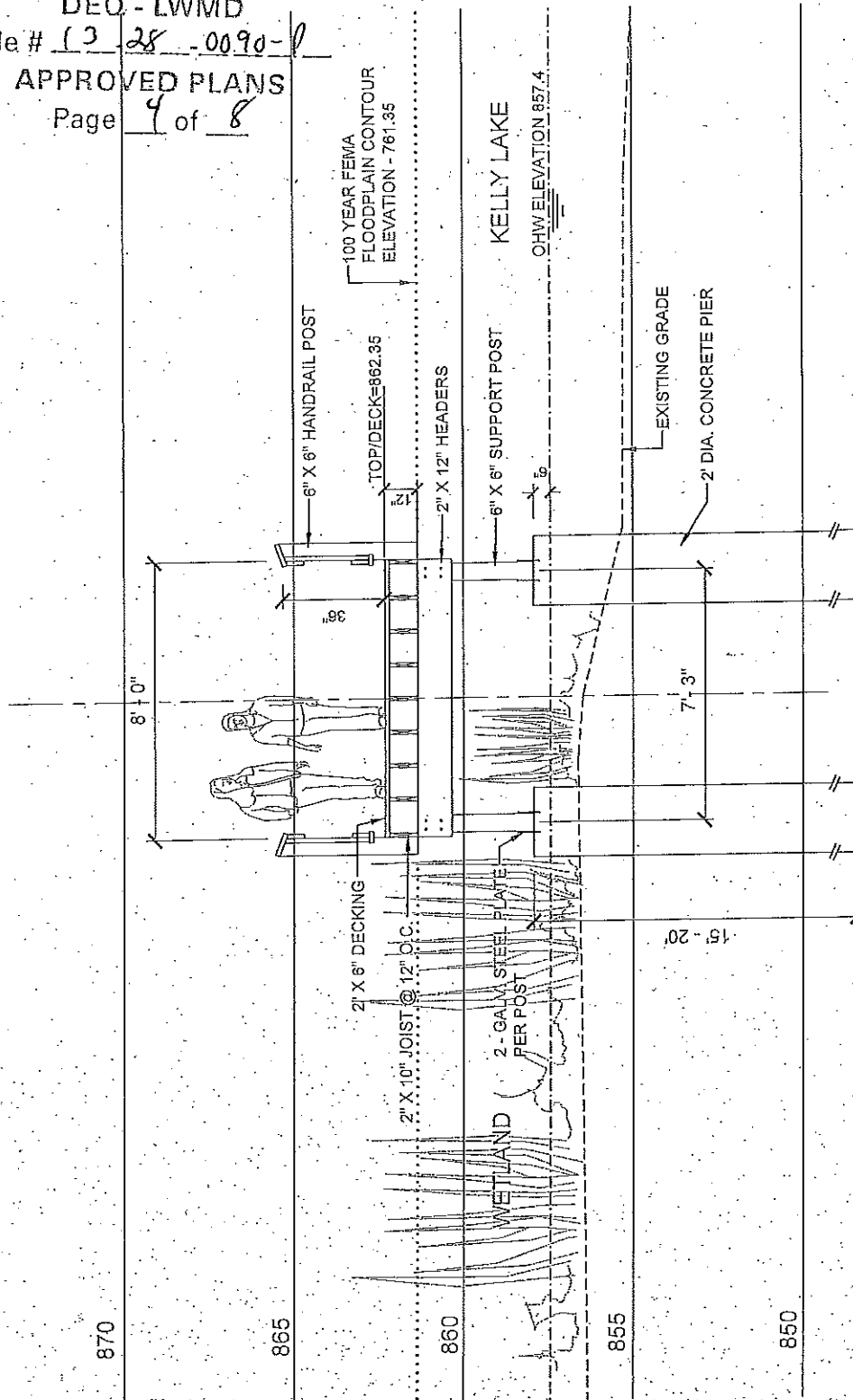
WETLANDS FLAGGED BY CINDY HOLZER,
WETLAND SPECIALIST, ON OCT, 22, 2013

NOTE: ALL FILL/BACKFILL SHALL CONSIST OF CLEAN INERT MATERIAL WHICH WILL NOT CAUSE SILTATION NOR CONTAIN SOLUBLE CHEMICALS, ORGANIC MATTER, POLLUTANTS, OR CONTAMINANTS. ALL FILL SHALL BE CONTAINED IN SUCH A MANNER SO AS NOT TO ERODE INTO ANY SURFACE WATER, FLOODPLAIN OR WETLAND. AREAS OF FILL SHALL BE STABILIZED WITH SOD, AND/OR, SEED AND MULCH, OR RIP-RAP AS NECESSARY TO PREVENT EROSION.

DEQ - LWMD
File # 12-25-0090-1
APPROVED PLANS
Page 3 of 8



DEQ - LWMD
File # 13-28-0090-1
APPROVED PLANS
Page 4 of 8



CROSS SECTION A-A

SCALE: 1" = 5'

RECEIVED

NOV 22 2013

DEQ-LANSING DO

NOTES:

ELEVATIONS BASED ON NAVD (88) DATUM.
ORDINARY HIGH WATER ELEVATION WAS
MEASURED ON JUNE 28, 2013

PROJECT SITE AREA 'A'
KELLY LAKE PARK IMPROVEMENTS

APPLICANT: CITY OF BURTON
WATERBODY: KELLY LAKE/WETLAND
CITY: BURTON
COUNTY: GENESEE
DWG NO. 4 OF 8 DATE: NOV. 7, 2013

815090

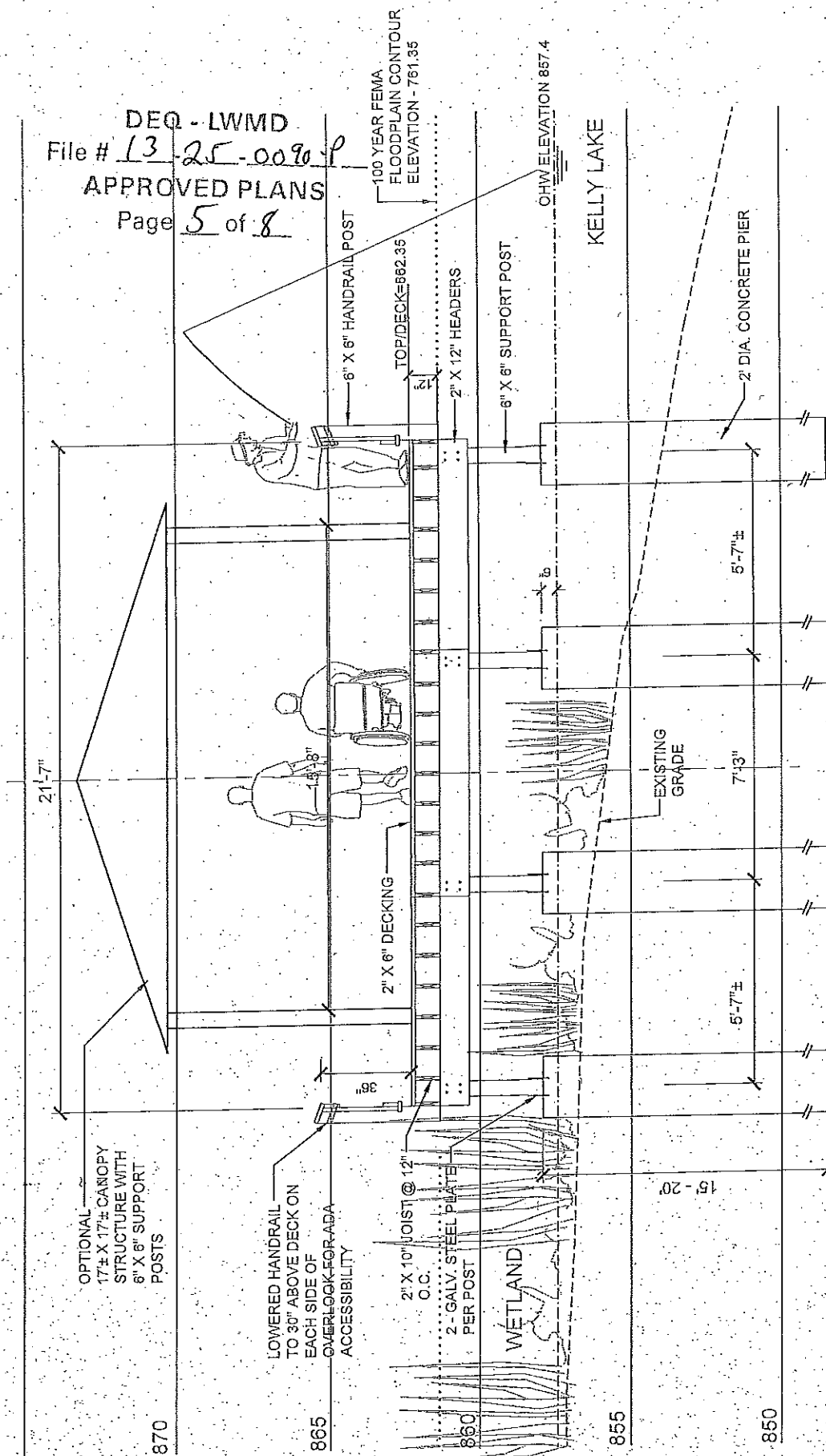
2013

FLEIS & VANDENBRINK ENGINEERING, INC.

Attachment: Kelly Lake Sea Wall (3079 : Kelly Lake Sea Wall)

815090 VDEQ 04-05 AREA A - X-SECS \jisc 1111313

DEQ - LWMD
File # 13-25-0090-1
APPROVED PLANS
Page 5 of 8



PROJECT SITE AREA 'A'
KELLY LAKE PARK IMPROVEMENTS

APPLICANT: CITY OF BURTON
WATERBODY: KELLY LAKE WETLAND
CITY: BURTON
COUNTY: GENESEE
DWG NO. 5 OF 8 DATE: NOV. 7, 2013

815090

2013

RECEIVED
DEC 04 2013
DEQ-LANSING DO

CROSS SECTION B-B
SCALE: 1" = 5'
RECEIVED
NOV 22 2013
DEQ-LANSING DO

NOTES:

ELEVATIONS BASED ON NAVD (88) DATUM.

ORDINARY HIGH WATER ELEVATION WAS MEASURED ON JUNE 28, 2013.

FLEIS & VANDENBRINK ENGINEERING, INC.

815090 MDEQ 04-06 AREA A - X-SECS\jsae 111313

OVERLOOK/FISHING PIER

DEQ - LWMD
 File # 13-25-0090-1
 APPROVED PLANS
 Page 6 of 8

OPTIONAL
 17'x 17'± CANOPY
 STRUCTURE WITH
 6" X 6" SUPPORT
 POSTS

870

865

860

855

850

100 YEAR FEMA
 FLOODPLAIN CONTOUR
 ELEVATION - 761.35

TOP/DECK=862.35

2" X 10" JOIST

2" X 12" HEADERS (TYP)

EXISTING GRADE ALONG
 C/L OF BOARDWALK

2 - GALV. STEEL PLATE
 PER POST

6" X 6" SUPPORT POST (TYP)

OHW ELEVATION 857.4

2" DIA. CONCRETE PIER (TYP)

10' (TYP)
 EXCEPT AT ANGLE POINTS

NOTES:

ELEVATIONS BASED ON NAVD (88) DATUM.
 ORDINARY HIGH WATER ELEVATION WAS
 MEASURED ON JUNE 28, 2013

RECEIVED
 NOV 22 2013
 DEQ-LANSING DO

CROSS SECTION C-C
 SCALE: 1" = 5'

RECEIVED
 DEC 04 2013
 DEQ-LANSING DO

PROJECT SITE AREA 'A'
 KELLY LAKE PARK IMPROVEMENTS

APPLICANT: CITY OF BURTON
 WATERBODY: KELLY LAKE/WETLAND
 CITY: BURTON
 COUNTY: GENESEE
 DWG NO. 6 OF 8
 DATE: NOV. 7, 2013

815090 2013

FLEIS & VANDENBRINK ENGINEERING, INC.

B15090 MDEQ 07-08 AREA 'B' PLAN-XSEC\lisse 111213

NOTES:

⑧ = PHOTO LOCATION AND DIRECTION
SEE PHOTO SHEETS INCLUDED IN THIS APPLICATION

ELEVATIONS BASED ON NAVD (88) DATUM
ORDINARY HIGH WATER ELEVATION WAS
MEASURED ON JUNE 28, 2013

NOTE: ALL FILL/BACKFILL SHALL
CONSIST OF CLEAN INERT MATERIAL
WHICH WILL NOT CAUSE SILTATION
NOR CONTAIN SOLUBLE CHEMICALS,
ORGANIC MATER, POLLUTANTS, OR
CONTAMINANTS. ALL FILL SHALL BE
CONTAINED IN SUCH A MANNER SO AS
NOT TO ERODE INTO ANY SURFACE
WATER, FLOODPLAIN OR WETLAND.
AREAS OF FILL SHALL BE STABILIZED
WITH SOD, AND/OR, SEED AND MULCH,
OR RIP-RAP AS NECESSARY TO
PREVENT EROSION.

PLACE APPROX.
30 L.F. OF
LIMESTONE OR
CONCRETE SLABS
FOR BANK
STABILIZATION

SEE CROSS
SECTION E-E

EXCAVATE ERODED
BANK IN AREAS
NEEDED TO CREATE
A SMOOTH EDGE FOR
SLAB PLACEMENT

PLACE APPROX. 210 L.F. OF
LIMESTONE OR CONCRETE
SLABS FOR BANK
STABILIZATION

OHW LINE
ELEV = 757.4

100 YEAR FEMA
FLOODPLAIN CONTOUR
ELEVATION - 761.35

SEE CROSS
SECTION D-D

TOTAL FILL FOR BANK
STABILIZATION = APPROX.
135± CYD (INCLUDES SLABS,
STONE, AND SOIL FILL
MATERIALS)

RECEIVED

DEC 04 2013

DEQ-LANSING DO

RECEIVED

NOV 22 2013

DEQ-LANSING DO



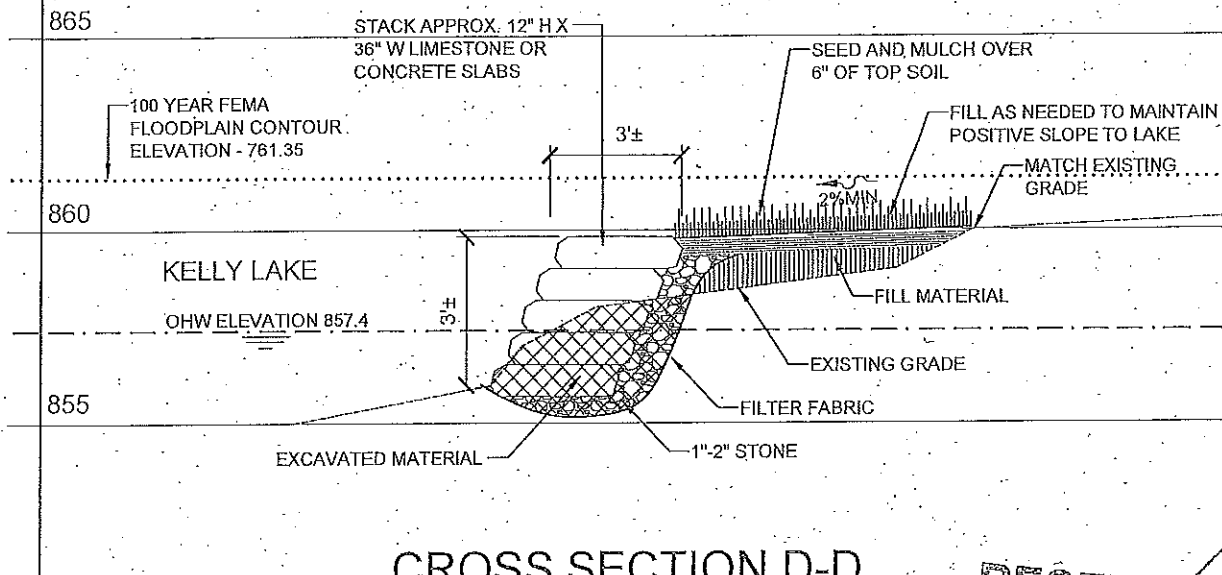
NORTH

0 30 60
SCALE IN FEET

PROJECT SITE AREA 'B'
KELLY LAKE PARK IMPROVEMENTS

APPLICANT:	CITY OF BURTON
WATERBODY:	KELLY LAKE/WETLAND
CITY:	BURTON
COUNTY:	GENESEE
DWG NO. 7 OF 8	DATE: NOV.

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CROSS SECTION D-D

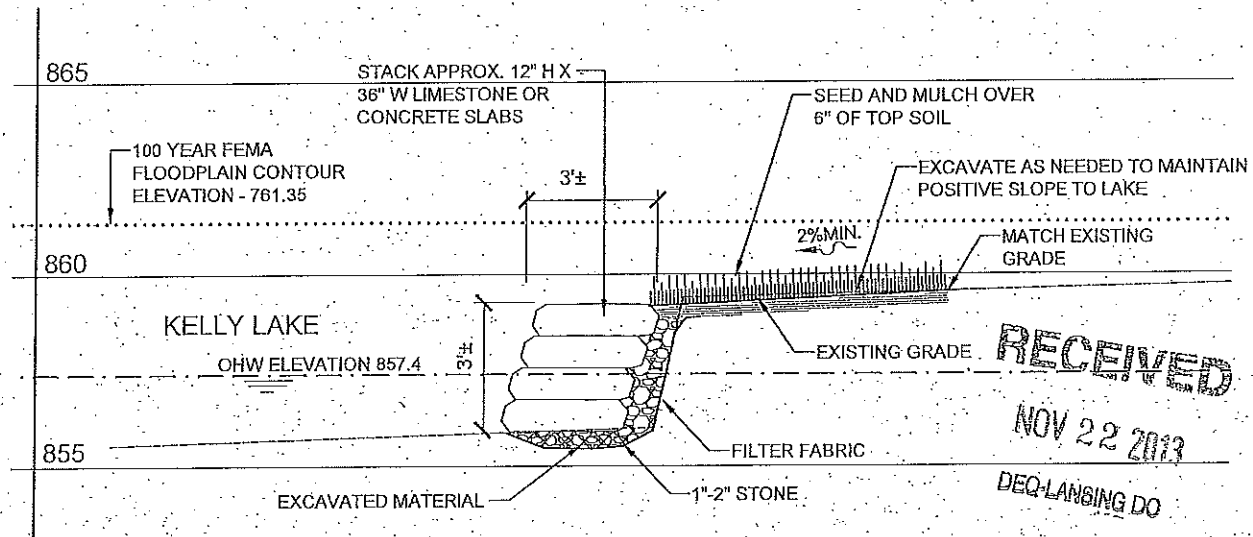
SCALE: 1" = 5'

DEQ - LWMD
File # 13-25-0090-P
APPROVED PLANS
Page 8 of 8

RECEIVED

DEC 04 2013

DEQ-LANSING DO



CROSS SECTION E-E

SCALE: 1" = 5'

RECEIVED

NOV 22 2013

DEQ-LANSING DO

PROJECT SITE AREA 'B'
KELLY LAKE PARK IMPROVEMENTS

APPLICANT: CITY OF BURTON
WATERBODY: KELLY LAKE/WETLAND
CITY: BURTON
COUNTY: GENESEE
DWG NO. 8 OF 8 DATE: NOV 7 2013



PAULA K. ZELENKO
Mayor

City of Burton

4303 SOUTH CENTER ROAD • BURTON, MI 48519

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

Dear Mayor Zelenko,

I am forwarding to you the packet of bids from the bid opening for the east wall stabilization at Kelly Lake. You will see that Diamond Excavating, LLC is the lowest Responsible bid for a total of \$76,590.00.

Thank you,
Bette Bigsby
Park & Recreation Director

Attachment: MOE Kelly Lake (3079 : Kelly Lake Sea Wall)



TABLED

AGENDA ITEM (ID # 3026)

DOC ID: 3026

Approve and authorize the Mayor and City Clerk to execute a contract with Chippewa Asphalt Paving Co. P.O. Box 515, 2415 E. Vienna Rd., Clio MI, 48420 for the Resurfacing of the DPW Public Parking Lot, for the amount of \$21,000.00.

HISTORY:

05/15/17 City Council

TABLED

Next: 06/05/17

ATTACHMENTS:

- Bid Tabulation Summary - DPW Public Parking Lot (XLSX)
- Resurface DPW Public Parking Lot - Bid Calculation - Chippewa (PDF)
- Resurface DPW Public Parking Lot - Contract - Chippewa (PDF)
- DPW Parking Lot Diagram 1 (JPG)
- MoE re Resurface DPW Public Parking Lot -Chippewa Asphalt - 2017 (DOCX)

Bid Tabulation Summary

Resurface DPW Public Parking Lot

May, 2017

<u>Company</u>	<u>Bid Amount</u>
ACE Saginaw Paving	\$25,510.00
Midwest Pavement Contracting	\$24,639.00
Allied Construction	\$22,615.00
Eastern Asphalt Co.	\$22,153.40
Chippewa Asphalt Paving	\$21,000.00

Attachment: Bid Tabulation Summary - DPW Public Parking Lot (3026 : Resurface DPW Public Parking Lot)

Bid Sheet

Item name	Quantity	Unit	Unit Price	Extended Price
HMA, 36A, 0.11TN/SY, 1 lift	210	TN	\$ 94.00	\$ 19,740.00
Butt Joint	38	LF	\$ 23.00	\$ 874.00
Restripe Parking Lot	1	EA	386.00	386.00
TOTAL				\$ 21,000.00

CONTRACT
CITY OF BURTON
GENESEE COUNTY, MICHIGAN

THIS AGREEMENT MADE this _____ day of _____, 2017, by and between the City of Burton, a Michigan Governmental Corporation, herein called the "Owner", and doing business as(a Corporation) (Partnership) (Individual) and County of _____ and State of Michigan hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction designated as:

RESURFACING OF DPW PUBLIC PARKING LOT

All as shown on the contract documents hereinafter called the project, for the sum of _____ Dollars (\$_____) and all extra work in connection herewith, under the terms as stated in these contract documents; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendents, labor, bonds, insurances, and all other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, all in conformance with the contract documents, plans and specifications. All elements of the plans and specifications are hereby made a part of and collectively evidence and constitute the Contract.

The Contractor hereby agrees to fully complete the work under this contract on or before the date specified in the proposal section of this Contract. If a Contractor is awarded more than one contract, the completion time will be as determined under "Instruction to Bidders" with this total contract time applying to all contracts even though separate contracts have been awarded for each project. The Contractor further agrees to pay liquidated damages in accordance with the schedule set forth in the specifications for each consecutive calendar day thereafter for which a project is not completed.

The Owner agrees to pay the Contractor in current funds for the performance of the contract subject to the actual units of work completed by the Contractor.

This Contract shall remain in full force and effect until work is completed and final payment is made.

IN WITNESS WHEREOF: The parties to these present have executed this contract in all counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

WITNESS:

CITY OF BURTON

Paula Zelenko, Mayor

Teresa Karsney, City Clerk

CONTRACTOR

Chippewa Asphalt Paving Co
Company Name

Ronald Royce Pless
BY: Name & Title

[Signature]
Signature

P.O. Box 515
Address

CLIG, MI 48420
City, State, Zip

*Note: If Contractor is a Corporation,
Secretary should attest.*

SEAL

Attachment: Resurface DPW Public Parking Lot - Contract - Chippewa (3026 : Resurface DPW Public Parking Lot)

Building Department .Net User: FROSTA DB: Burfinal Group: BURTON Version: 07/01/2016

File View Navigation Tasks Reports Utilities BSA Applications Help Full Screen

Print Add Labels Clear Labels Text Label Style Reposition Features

Application Views

- Property
 - Address
 - Miscellaneous
 - Attachments
 - Owner: CITY OF BURTON
 - Taxpayer: CITY OF BURTON
- Projects
- Permits
- Enforcements
- Certificates
- Certificates of Occupancy
- Inspection Groups
- Tables
- GIS
- Program Setup

Quick Search

Property Address	F6
Property Name	F7
Parcel Number	F8

Map Layers

Layers Tools Records

Active Parcel Layer:
BurtonCity_Parcels2015

Selection Action Mode:
Go To Selected Parcel

Selection Tools:

Tool Tip Type: Simple

Current Zoom Level: 7 Lat: 42.965976, Lon: -83.631111

Print Queue [0] Journals F

Information

Total area for defined polygon

Square Feet: 15,504.424
Square Miles: 0.001
Square Meters: 1,440.408
Acres: 0.356

OK

603-34-300-041

Attachment: DPW Parking Lot Diagram 1 (3026 : Resurface DPW Public Parking Lot)

To: Paula Zelenko, Mayor
From: Robert Slattery, DPW Director
Date: May 3, 2017

Re: **Memo of Explanation for Agenda ID # 3026**
Regular Council Meeting of May 15, 2017

Proposal for Resurfacing DPW Parking Lot

Madam Mayor:

Agenda item wording:

Approve and authorize the Mayor and City Clerk to execute a contract with Chippewa Asphalt Paving Co. P.O. Box 515, 2415 E. Vienna Rd., Clio MI, 48420 for the Resurfacing of the DPW Public Parking Lot, for the amount of \$21,000.00.

Explanation:

The current budget contains an approved Asset Request for \$50,000 to resurface the existing paved area of DPW Public Parking lot, from the northwest corner of the building near the public entrance, north to wear the pavement currently ends. Upon evaluation of the parking lot surface we concluded that the existing pavement was broken up to such an extent that it was nearly rubblized, and that the lot could be resurfaced without milling or further rubblisation without reflective cracking. Accordingly, we prepared a contract and let bids to simple resurface the lot, and the low bid of \$21,000.00 was submitted by Chippewa Asphalt Paving of Clio. We recommend awarding the contract to them. There will likely be a small amount of curb repair or replacement work to be done too, but we can do this with our own forces.