



CITY OF BURTON
BURTON CITY COUNCIL MEETING
MAY 4, 2015
AGENDA

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

A. INVOCATION LED BY: DUANE HASKINS

B. THE PLEDGE OF ALLEGIANCE IS LED BY: DUANE HASKINS

C. ROLL CALL

D. STAFF PRESENT

E. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Apr 20, 2015 7:00 PM
2. City Council - Committee of the Whole - Apr 23, 2015 6:30 PM

F. ADMINISTRATIVE REPORTS

G. COMMITTEE REPORTS

H. AUDIENCE PARTICIPATION

I. COUNCIL DISCUSSION

J. COUNCIL ACTION

1. Approve and Authorize the Attorney Bill (Amanda Doyle) 04/15/15 to 04/28/15 in the amount \$4,539.25.
2. Consumers Energy Street Lighting Contract
3. Approve and authorize the sale of 2065 E. Judd Rd., Parcel No. 59-32-503-106, to give first and final approval for the sale of this improved parcel to Robert Stone, Jr., 14502 Hess Rd., Holly, MI 48442 for the sum of \$2,150 cash or its equivalent, and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.
4. Approve and authorize the sale of Vacant Lot - Shaw St., Parcel No. 59-28-501-089, to give first and final approval for the sale of this improved parcel to Patrick W. Keely, 3167 Myrton St., Burton, MI 48529, for the sum of \$750 cash or its equivalent, and authorize the Mayor and the Clerk to execute any and all documents required to effectuate this sale.
5. Approve and authorize Mayor and Clerk to sign Resolution 2015-10 to tentatively award the DWRP Phase 2 construction contract to Bricco Excavating Company LLC, 21201 Meyers Road, Oak Park, MI 48237. The lowest responsive bidder.

6. Approve and Authorize the Mayor and City Clerk to amend the existing design contract with Stantec Consulting Michigan Inc., of Ann Arbor, MI, to include construction services for DWRf Segment 2 construction at a cost not to exceed \$352,000.
7. Approve and authorize that the Director of Public Works, a position currently held by Robert Slattery, is designated as the authorized representative for all activities associated with the water systems improvement plan.
8. Approve and authorize that the Director of Public Works, a position currently held by Robert Slattery, is designated as the authorized representative for all activities associated with the State Revolving Fund for sewer projects.



CITY OF BURTON

BURTON CITY COUNCIL MEETING

APRIL 20, 2015

MINUTES

Council Chambers
Regular Meeting
7:00 PM

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

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

A. INVOCATION LED BY: STEVEN HATFIELD

Before Mr. Hatfield Invocation Judge Advocate Bob Wilson presented the Disable American Veteran Flag to President Martinbianco.

B. THE PLEDGE OF ALLEGIANCE IS LED BY: STEVEN HATFIELD

C. ROLL CALL

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

D. STAFF PRESENT

Paula Zelenko, Mayor
Amanda Doyle, Attorney
Sue Warren, Human Resources
Teresa Karsney, Clerk

Rick Hayman, Chief of Staff
Robert Slattery, DPW Director
Bette Bigsby, Benefits

E. APPROVAL OF MINUTES

1. City Council - Committee of the Whole - Apr 6, 2015 6:00 PM

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

2. City Council - Regular Meeting - Apr 6, 2015 7:00 PM

Minutes Acceptance: Minutes of Apr 20, 2015 7:00 PM (APPROVAL OF MINUTES)

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

F. ADMINISTRATIVE REPORTS

Mayor Zelenko stated the March Revenue Expenditure report is included in your packet.

Item 1 is the Attorney Billing
 Item 2 Resolution request for Flint Junior Golf Association
 Item 3 Residential Sewer and Water Installer's license
 Item 4 To accept the extend for the Kelly Lake Project
 Item 5 Is annual agreement with DM Burr for Summer Help

We had initially planned to have Mr. Deeter and Mr. Bendzinski here tonight to begin the discussion on road funding and bonding, as well as the difficulties of borrowing from ourselves. Both gentlemen are not able to be here until Thursday night.

In response to the high number of telephone inquires regarding the May 5th ballot issue, on Tuesday, April 21, 2015 at 6:00 p.m. in the Council Chambers, the City of Burton will host a Town Hall Meeting on the pros and cons of State Proposal 1. The Michigan Municipal League addressing the need for passage and the Coalition Against Higher Taxes and Special Interest Deals will address the opposing side.

The Center Road project is on schedule and going well. Even though we have to add a little traveling time for driving Center Road, it is important to continue to support the businesses along the construction route.

As you know, we have been trying to put together a pothole reporting program. Thanks to Mr. Slattery, it appears we are closer to getting this off the ground.

We are in the process of receiving bids for the Waste Removal and Recycling contract. To date, we have 5 bid packages. The bid opening is April 27th. So you should expect to see the bid tab and take action on the acceptance at your May 4th meeting.

Ginger has put together a preliminary schedule for budget workshops. We have done our best to accommodate everyone's calendar the majority of the time. The two nights are council meeting nights. In addition, Council Finance Chair Smith has requested some additional information in preparation for the budget workshops. We are working on gathering that information in hopes of having it to you before the first budget workshop, but if not by then, you will have by your next council meeting.

On a lighter note... few months ago, Mrs. Bigsby had submitted a brief essay in Charmin's Save the Butts of the Ones Who Save Ours contest. She wrote of all of the community involvement, charity work and the selfless acts of kindness by our fire department. It made an impression on the folks at Charmin because over 900 rolls of Charmin toilet tissue were delivered to the Burton Fire Department last week. Congratulations to the Fire Department and thank you Mrs. Bigsby.

Lastly, Mr. President, tonight Dima El-Gamal and Brian Simmons from Stantec are here to give you an update as we head into Phase II of the water project. We will have resolution and acceptance of bids in front of you at the your May 4th meeting. At this time, I would

Minutes Acceptance: Minutes of Apr 20, 2015 7:00 PM (APPROVAL OF MINUTES)

like to defer to Dima and Brain.

Ms. El-Gamal stated that they would like to give the Council a heads up that there will be a resolution and acceptance of bid on May 4th for the DWRP Funding Phase II which closes in June 2015. Mr. Simmons will give us an update on where the project is.

Mr. Simmons stated that on April 7, 2015 were received three bids. The low bidder was determined to be non responsive by MDEQ so we are in the process of reviewing the next bidder.

Mr. Martinbianco asked what does non responsive mean?

Ms. El-Gamal stated that the DWRP comes with a lot of specific items that need to be met. In this matter they did not meet the DB requirements. They didn't try hard to solicit DB contractors or subcontractors. MDEQ reviewed their submittal and decided it was not acceptable.

1. March 2015 Revenue and Expenditure

G. COMMITTEE REPORTS

Mrs. Ellenburg stated the library will be having a book sale on Thursday, April 23, 2015 from noon to 5:00 p.m. and again on Saturday, April 25th at 10:00 a.m. to 3:00 p.m.

Mr. Heffner stated that there was a Public Access meeting earlier tonight. We discussed the redesign of the City website and also a facebook page for the City. He is currently waiting on Joe from Revise on the cost to redesign it. He said the Administration is suppose to be working on a facebook page for the City.

Mr. Martinbianco asked what steps have we taken for a social media policy.

Mayor Zelenko stated that we are in the process of trying to develop that now and Mr. Udell has some sample policies.

Mr. Heffner stated that Parks and Recreation has 325 children signed up for the Youth League. There are still a lot of openings for T-ball. Boys and Girls ages 12-14 there are still teams available. Last day to sign up will be May 3rd and the season begins June 2nd.

Mr. Heffner said there will be a Memorial Day Planning meeting on April 28th at 5:30 p.m. Please let Mrs. Bigsby know if you want to volunteer or be in the parade.

Movies in the Park will start on July 10th which will be "Frozen" sponsored by Genesee Health Plan. July 18th will be "Planes Fire and Rescue" sponsored by Burton Fire Department. On August 1 we will have "Monsters University" sponsored by Mott College. Please check the website and there may be a few additions in the future.

H. AUDIENCE PARTICIPATION

Danny Wells of Burton was here to ask about the hiring of DPW Director. He thought we should have taken resumes and see if we could get someone with some new ideas. If you all recall that after the taxpayers of Burton passed the Police millage, I made a motion for a pay and hiring freeze with the exception of the Police Department. He felt with the millage there were several items that needed to be addressed starting with MERS, and by applying the stop gap measures we could rap our heads around the issues. At that time there was no support. I ask all of you to please add to your agenda tonight a pay and hiring freeze until the budget is passed. I would also request you get an updated employee roster including wages and hiring date.

I. COUNCIL DISCUSSION

Mr. O'Keefe on behalf of the Council I would like to welcome Boy Scout Troop 160 sponsored by the VFW Hall on Lapeer Road and they are here to learn about local government to earn a merit badge. He is very happy to see young people at our meetings.

Mr. O'Keefe would also like to remind everyone about Spring Clean Up Week on May 18th to 23rd. There are flyers upstairs.

Mr. Smith asked if the Budget workshop dates were ok with everyone. Mrs. Ellenburg stated that April 29th and May 4th she would not be available. Everyone else said they were fine with the dates.

Mr. Smith read aloud the following email he had sent to the Mayor.

Hi Paula,

I know you have in the interest of improving efficiency for the City of Burton made some hires and combined some job duties. In reviewing the 2015-16 City of Burton Budget, I having difficulties in tracking in some cases where these associated additional personnel costs appear in budget. With the budget unclear to me in this regard, I am requesting from your office the following:

- Any new created and/or combined position(s) which have occurred in the last budget year and are now included in the 2015-2016 Burton department budget.
- Salary and fringe benefit costs or incremental cost for new position(s) newly combined positions
- Any merit or contractual raises provided to city employees and the basis for these raises, i.e. contractual or otherwise.
- What efficiency will the new position(s) provide for benefit of the residents of the City.

I realize this information is going to take some time to sort from the budget and I do appreciate your efforts to provide a clear vision of our new city personnel and how they improve our city. I am requesting this information be made available to me at your earliest convenience, but no later than our first budget workshop. I would like to share this information with the City Council at the appropriate time.

Mayor Zelenko replied to him: Mr. Smith, We have already planned to provide this information during budget workshops, however, I cannot promise you will have it prior to the first workshop due to the timing of your request, vacations, and work/meeting schedules of the personnel needed to provide assistance. We will do our best.

Mr. Haskins commented that he had the same concerns as Mr. Smith. He would consider a line item budget and would like a list of employee, wages, benefits and hire date.

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Amanda Doyle) from 04/01/15 to 04/14/15 in the amount of \$2,924.25.

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

2. Approve and authorize the Mayor and City Clerk to sign the Resolution 2015-7 approving the request from Flint Junior Golf Association of Burton.

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

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

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

4. A Resolution 2015-8 to extend the Kelly Lake Park Improvement project TF 12-060, project period from March 27, 2015 to September 30, 2015.

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

5. 1499 : DM Burr Summer Help Contract as amended.
 Mr Smith asked if this was going to be on two budgets because this budget ends on June 30, 2015.

Mayor Zelenko stated yes.

Sue Warren stated the union gives us an extension until the end of October. Because this covers 2 fiscal years this is the amount for 2014-2015 fiscal year and we will bring it back again the first meeting in July.

Mr. Martinbianco asked didn't we already approve for 2014-2015 budget year.

Ms. Warren stated yes but that contract ended in October 2014 and this is a new contract.

Mr. Heffner asked what is the second half going to cost us, will it be another \$20,000.00?

Ms. Warren stated it would be about 50% more because it's 4 months instead of 2 1/2 months. We are looking at starting with 2 with the possibility of going to 4 depending on how much more property we will have to mow. Our plan is to start with 2 and increase it to 4.

Mr. Martinbianco stated that it should say up to 4 instead of 4. Motion was amended to state for the purpose of hiring up to 4 Summer Labor workers.

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

Meeting was adjourned at 7:44 PM.

Minutes Acceptance: Minutes of Apr 20, 2015 7:00 PM (APPROVAL OF MINUTES)



CITY OF BURTON
BURTON CITY COUNCIL MEETING
APRIL 23, 2015
MINUTES

Council Chambers

Committee of the Whole

6:30 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Tom Martinbianco at 6:34 PM.

A. CALL TO ORDER

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

B. STAFF PRESENT

Paula Zelenko, Mayor
 Greg Kray, Deputy DPW Director/Engineer
 Sue Warren, Human Resources
 Teresa Karsney, Clerk

Bob Slattery, DPW Director
 Rik Hayman, Chief of Staff
 Doug Bingaman, Treasurer
 Ginger Burke-Miller, Controller

C. AUDIENCE PARTICIPATION

None

D. COUNCIL DISCUSSION

1. Discussion on Funding Mechanism.

Mr. Deeter stated the question came up about what happens when we borrow money from one fund and spend it on another fund. It is different than a bank. When you do that, it is an external revenue source coming into the city. The funds that issues the loan will recognize the revenue coming in and you can spend it on the project. This has minimal impact on the bottom line number when you're done with the project. For example: the general fund making a loan to major streets. It can be done however when you do this it isn't revenue to major streets. It is considered a liability of major streets. It comes in as cash and a liability in the balance sheet. When you spend that money and there's no revenue, the fund goes into a deficit.

Mr. Haskins asked what liability means in this circumstance.

Mr. Deeter stated when you owe another fund money, you have expenses and no off-setting revenue. It creates a deficit and you are required to file a plan with the state on how you intend to eliminate the deficit. Sometimes it makes economical sense to borrow from yourself because you pay yourself the interest instead of

Minutes Acceptance: Minutes of Apr 23, 2015 6:30 PM (APPROVAL OF MINUTES)

paying it externally. The downside is if the fund doesn't have enough other resources in it, it puts it in the hole. This can create future budgeting concerns. When you borrow from a bank, it's new money coming into the city.

Mrs. Ellenburg asked what accounting rules have changed from the past because we used to be able to borrow money between funds without changing our accounting form.

Mr. Deeter stated he is unaware of any current changes and this was probably a determination from previous auditors. He said it could have been that when you have done that in the past and there was no deficit, the fund, at that time could've had enough resources in it to absorb that amount. He said it could also be that you paid it off before the end of the fiscal year.

Mr. Martinbianco stated Mr. Bendzinski has been a long time financial advisor for the City and asked for his input regarding investments in infrastructure improvements: roads, water, and sewer.

Mr. Bendzinski stated borrowing money, having a deficit, and filing reports with the state is not a bad thing. You will have grants from Federal and State to repay these loans from other funds. It to the state is not a problem and it would not hurt your rating from a financial standpoint. You can do it, it just entails some extra budget requirements. If you don't want to do this, there are a couple options to borrow. You can borrow for 50% of the grant as a Grant Anticipation Loan. Mr. Bendzinski does not recommend this. He said it doesn't really solve the problem because the State only allows you to borrow 50%, where is the other 50% coming from? The other option is to bond through a General Obligation Limited Tax Bond. Mr. Bendzinski does not recommend bonding with the MTF (Michigan Transportation Fund) bond. It is too complicated. He said The best thing to do is borrow through a Limited Tax General Obligation Capital Improvement Bond.

Mr. Martinbianco asked if the proposal passes in May, will we get money from the state.

Mr. Bendzinski said he didn't think that would happen.

Mr. O'Keefe stated we have major streets with no plan at all. This is a long term need which requires a long term loan. He said I am interested in a big project, not the stuff on the books right now. Nobody knows what will happen on May 5th, if we did get money from Proposal 1 being approved, we could use it for debt service.

Mayor Zelenko stated \$1.6 million is projected if Proposal 1 passes. It would be an annual amount beginning in 2018. Depending on the Legislature, we are not sure if we will be able to use it for debt service or if it has to be for special projects.

Mr. Bendzinski stated you can vote a bond issue and levy a tax to pay for roads over and above. How you pay for it is another question but you have that option as a City to hold an election and vote bond issues for street improvements. Many municipalities have done this recently. Bond issues are getting approved for road purposes. Taxable values have declined for several years and they are not moving up

at a rapid pace, voting a bond issue is your best option. It provides the ability to improve the roads and a revenue source to pay the debt.

Mr. Martinbianco stated Mr. Deeter and Mr. Bendzinski will work together and provide some options.

Mrs. Ellenburg stated Mr. Slattery has worked with MML and been with transportation for quite a while. She asked if Mr. Slattery had any updates on what is coming through legislation.

Mr. Slattery stated if this money could be used for debt service last year, his understanding is we should be able to use it in the same manner going forward.

Mr. Heffner asked other than Center Road and Belsay Road, what else is slated that has been approved.

Mr Slattery stated we need a long term plan for the roads and if you have not had it in the past, you certainly will in the near future.

Major Zelenko said the challenge we have in the near future is Center Road. One of the pitfalls of the advance construction was borrowing money from ourselves. That's why in the proposed budget it is stated we need to look at a short term loan.

Mr. Smith stated the forecast was \$500,000 for roads. Rather than use it as match money, use it to service the debt, how much money would that generate with bonds.

Mr. Bendzinski stated the City could borrow \$5.5 million for 15 years, at 4%.

Mr. Smith stated this would buy us some time and maybe down the road there would be other options. This is leveraging money smartly.

Mrs. Ellenburg asked what would the \$5 million do?

Mr. Slattery stated you can't rebuild a lot of roads for that money. You can preserve a lot of roads for \$5 million. No road lasts forever, eventually you will have to rebuild the roads but that is part of the long term plan.

Mr. Martinbianco said in addition to the roads, we are working on paying back the water and sewer funds. The big thing is how we are going to move forward regarding funding, given our existing level of funding, and depending on what is going to happen May 5th.

Meeting was adjourned at 7:39 PM.



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

Meeting: 05/04/15 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Teresa M. Karsney
Department Head: Teresa M. Karsney

J.1

SCHEDULED

AGENDA ITEM (ID # 1554)

DOC ID: 1554

**Approve and Authorize the Attorney Bill (Amanda Doyle)
04/15/15 to 04/28/15 in the amount \$4,539.25.**



SCHEDULED

AGENDA ITEM (ID # 1545)

DOC ID: 1545

Consumers Energy Street Lighting Contract

RESOLUTION NO. 2015-9
CITY OF BURTON
GENESEE COUNTY, MICHIGAN

_____ moved, _____seconded the following:

RESOLVED, that it is hereby deemed advisable to enter into a contract with Consumer Energy Company of Jackson, Michigan, for furnishing lighting service within the City of Burton for a period of (1) year and thereafter from year to year, in accordance with the terms of the contract heretofore submitted to and considered by Council; and

RESOLVED, further, that the Mayor and the Clerk be and are authorized and directed to execute such contract on the behalf of the City of Burton.

STATE OF MICHIGAN
COUNTY OF GENESEE

RESOLUTION DECLARED ADOPTED:

Ayes:
Nays:
Absent:

Paula Zelenko, Mayor date

Teresa Karsney, City Clerk date

CERTIFICATION

I hereby certify that I am the Clerk of the City of Burton and that the foregoing resolution was adopted at a meeting held on the 4th day of May, 2015 by the Burton City Council of the City of Burton and that the meeting was noticed in conformance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 et seq.

Teresa Karsney, Burton City Clerk

ATTACHMENTS:

- Consumers Contract 04232015(PDF)



**STANDARD LIGHTING CONTRACT
(COMPANY OWNED) FORM 548**

Contract Number: 100000186419

Notification Number: 1020982324

Part I

Effective date of agreement: 11/1/2014

Company:
CONSUMERS ENERGY COMPANY

Customer: Burton

A Michigan Corporation
ONE ENERGY PLAZA
JACKSON, MI 49201-2357

Customer Type: City

County: Genesee

ZIP Code: 48519

Lighting Type: General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Initial Term: 1 year(s) beginning with the Effective Date of Agreement stated above.

Part II

TERMS AND CONDITIONS, is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS.

CONSUMERS ENERGY

Customer: Burton

Customer Type: City

CE Representative Signature:

Customer Representative Signature:

CE Representative Name:

Print Name: _____

Title: _____

CE Representative Title:

Clerk Attest: _____

Attachment: Consumers Contract 04232015 (1545 : Consumers Energy Street Lighting Contract)

Standard Lighting Contract Terms and Conditions

1. The Company agrees to furnish the Customer with lighting service respecting the luminaires, lamps and other equipment constituting the installation(s) listed in Part I and also to furnish lighting service respecting any additional luminaires, lamps and other equipment to be installed hereunder as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract, attached to and made a part of this Agreement as Form 547.

EXAMPLE

EXAMPLE

2. The Company's service lines necessary to supply the energy for said lighting equipment shall be constructed in the public streets and highways of the Customer, or on private property, as mutually agreed between the Company and the Customer. In cases where such lines are to be constructed upon private property, the Customer shall obtain and furnish to the Company adequate written easements granting permission to install and maintain such lines.
3. Neither party shall be liable to the other for damages for any act, omission or circumstance occasioned by or in consequence of any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or by any other cause or causes beyond such party's control, including any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party hereto; provided, however, that the Company's responsibility for interruptions in service, phase failure or reversal, or variations in the service characteristics shall be as provided in the Company's Electric Rate Book as filed with and approved by the Michigan Public Service Commission and such amendments thereof as may be filed with and approved by the Michigan Public Service Commission from time to time. A copy of said Electric Rate Book will be furnished to the Customer upon request.
4. The Customer shall pay the Company for the lighting service herein provided for in accordance with the Company's applicable lighting rate, and in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time
5. The Company shall render to the Customer, as soon as possible after the first day of each month, a bill for all lighting service furnished hereunder during the preceding month. Such bills shall be due and payable within twenty-one days after their issuance
6. The Company agrees to furnish a service for lighting and the Customer agrees to take service for lighting in accordance with the terms and conditions of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefore as may be filed with and approved by the Michigan Public Service Commission.

7. Further, the Company will, under the terms and conditions hereof and of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL and such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time and at such locations as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract (Form 547), relocate any lighting equipment which is included in the initial Company-owned installation or in the additional Company-owned lighting equipment identified in Part I, provided that:
 - a. Upon relocation of any of such lighting equipment, the Customer shall reimburse the Company for the Company's actual costs of such relocation regardless of the time period that such equipment has been installed, and
 - b. The relocated equipment shall conform with the provisions in such application rates
8. In addition, the Company will, upon termination of this Agreement by the Customer or breach of this Agreement by the Customer resulting in termination of this Agreement, remove all of the aforesaid Company-owned lighting equipment which is then installed and not thereupon covered by another lighting contract. Upon removal of all of such lighting equipment, upon termination of this Agreement as aforesaid, the Customer shall reimburse the Company for the Company's actual costs of removing such equipment regardless of the time period that such equipment has been installed. The Company reserves the right to require special contractual arrangements respecting the replacement of any of the Company-owned lighting equipment or the removal thereof prior to the termination of this Agreement.
9. This Agreement shall become effective on the Effective Date of Agreement identified in Part I and shall continue in effect for an initial term as stated in Part I and from year to year thereafter until terminated by mutual consent or upon twelve months written notice given by either party to the other. This Agreement, when effective, shall supersede all existing contracts with relation to the lighting service herein provided for.
10. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.
11. Additional Items:
None

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

Number of Luminaires	Nominal Watts	Luminaire Type	Fixture Type	Fixture Style	Install Remove	Location
1	<u>100</u>	<u>HPS</u>				On Potter Drive between Lanning Drive and Covert Rd (north side)
1	<u>100</u>	<u>HPS</u>				On Genesee Road 2nd light north of Old Genesee Road (cs)
1	<u>100</u>	<u>HPS</u>				Intersection: Potter Road at Stockbridge Avenue (north east corner)
1	<u>100</u>	<u>HPS</u>				On Potter Road 1st light east of Alcott Avenue (south side)
1	<u>100</u>	<u>HPS</u>				On Potter Road 2nd light east of Alcott Avenue (south side)
1	<u>100</u>	<u>HPS</u>				On Potter Road 4th light east of Alcott Avenue (CS)
1	<u>100</u>	<u>HPS</u>				On Potter Road 2nd light west of Gehring Road (cs)
1	<u>100</u>	<u>HPS</u>				On Potter Road 1st light west of Gehring Road (cs)
1	<u>150</u>	<u>HPS</u>				Intersection: Potter Road at Gehring Road (cs)
1	<u>100</u>	<u>HPS</u>				On Potter Road 3rd light east of Belsay Road (cs)
1	<u>100</u>	<u>HPS</u>				On Potter Road 1st light west of Willowdale Drive (cs)
1	<u>100</u>	<u>HPS</u>				Intersection: Potter Road at Willowdale Drive (cs)
1	<u>100</u>	<u>HPS</u>				On Potter Road 1st light east of Willowdale Drive (cs)
1	<u>100</u>	<u>HPS</u>				On Potter Road 1st light west of Middlecroft Drive (cs)
1	<u>100</u>	<u>HPS</u>				Intersection: Potter Road at Middlecroft Drive (cs)
1	<u>100</u>	<u>HPS</u>				On Potter Road 1st light east of Middlecroft Drive (cs)
1	<u>100</u>	<u>HPS</u>				On Potter Road 2nd light east of Middlecroft Drive (cs)
1	<u>100</u>	<u>HPS</u>				Intersection: Potter Road at Briar Creek Drive (south east corner)
1	<u>100</u>	<u>HPS</u>				Intersection: Potter Road at Hillwood Drive (cs)
1	<u>100</u>	<u>HPS</u>				On Potter Road 1st light east of Whisper Ridge Drive (cs)

1	<u>100</u>	<u>HPS</u>	On Vassar Road 1st light south of Potter Road (cs)
1	<u>100</u>	<u>HPS</u>	On Vassar Road 2nd light south of Potter Road (cs)
1	<u>100</u>	<u>HPS</u>	On Vassar Road 3rd light south of Potter Road (cs)
1	<u>100</u>	<u>HPS</u>	On Vassar Road 1st light north of Brian Circle Lane (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: Brian Circle Lane at Vassar Road (cs)
1	<u>100</u>	<u>HPS</u>	On Vassar Road 1st light south of Brian Circle Lane (cs)
1	<u>100</u>	<u>HPS</u>	On Vassar Road 1st light north of Pinebrook Lane (private) (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: Pinebrook Lane (private) (east side)
1	<u>100</u>	<u>HPS</u>	Intersection: Timberwood Dr at Vassar Road (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: Sprucewood Drive at Vassar Road (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: Davison Road at Vassar Road (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: E Court St at S Vassar Road (cs) (north side of I-69)
1	<u>100</u>	<u>HPS</u>	Intersection: E Court Street at Vassar Road (south side of I-69) east side
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 1st light south of E Court Street south (east side)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 2nd light south of E Court Street south (east side)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 3rd light south of E Court Street south (east side)
1	<u>100</u>	<u>HPS</u>	On Vassar Road 2nd light north of Lapeer Road (east side)
1	<u>100</u>	<u>HPS</u>	On Vassar Road 1st light north of Lapeer Road (east side)
1	<u>250</u>	<u>HPS</u>	Intersection: Lapeer Road at S Vassar Road (south west corner)
1	<u>175</u>	<u>MV</u>	On S Vassar Road 1st light south of Lapeer Road (east side)

1	<u>175</u>	<u>MV</u>	On S Vassar Road 1st light south of Blankenship Circle (north end) (cs)
1	<u>175</u>	<u>MV</u>	On S Vassar Road 2nd light south of Blankenship Circle (north end) (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 1st light north of Hidden Trails (west side)
1	<u>175</u>	<u>MV</u>	On S Vassar Road 1st light south of Hidden Trails (west side)
1	<u>175</u>	<u>MV</u>	On S Vassar Road 2nd light south of Hidden Trails (west side)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 1st light south of Schoolcraft Drive (west side)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 1st light north of Milano Road (west side)
1	<u>100</u>	<u>HPS</u>	Intersection: Milano Road at S Vassar Road (south west corner)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 1st light south of Milano Road (west side)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 2nd light south of Milano Road (west side)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 1st light north of Atherton Road (east side)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 1st light south of Atherton Road (east side)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 1st light south of Bristol Road (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 2nd light south of Bristol Road (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 3rd light south of Bristol Road (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 4th light south of Bristol Road (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 5th light south of Bristol Road (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 4th light north of Wagner Avenue (cs)

1	<u>100</u>	<u>HPS</u>	On S Vassar Road 3rd light north of Wagner Avenue (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 2nd light north of Wagner Avenue (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 1st light north of Wagner Avenue (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: Wagner Avenue at S Vassar Road (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 1st light south of Wagner Avenue (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 2nd light south of Wagner Avenue (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 3rd light south of Wagner Avenue (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 1st light north of Maple Avenue (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 1st light west of S Vassar Road (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 2nd light west of Vassar Road (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 1st light west of Mapleleaf Drive (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 2nd light west of Mapleleaf Drive (cs)
1	<u>150</u>	<u>HPS</u>	On Maple Avenue 2nd light east of Wakefield Road (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 1st light east of Wakefield Road (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: Maple Avenue at Wakefield Road (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 1st light west of Wakefield Road (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 2nd light west of Wakefield Road (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 1st light east of Maple Pointe Trail (cs)
1	<u>100</u>	<u>HPS</u>	

				Intersection: Maple Avenue at Maple Pointe Trail (south side)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Maple Pointe Trail (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of High Oaks Trail (cs)
1	<u>400</u>	<u>HPS</u>		Intersection: Maple Avenue at S Belsay Road (north west corner)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of S Belsay Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light east of Maple Creek (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Maple Creek (cs)
1	<u>400</u>	<u>MV</u>		Intersection: Maple Avenue at Pebble Creek Blvd (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Pebble Creek Blvd (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 2nd light west of Pebble Creek Blvd (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light east of Maplewood Meadows Avenue (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Maplewood Meadows Avenue (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light east of Meadows Avenue (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Meadows Avenue (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 2nd light west of Meadows Avenue (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 3rd light west of Meadows Avenue (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light east of S Genesee Road (cs)
1	<u>250</u>	<u>HPS</u>		Intersection: E Maple Avenue at S Genesee Road (south east corner)
1	<u>150</u>	<u>HPS</u>		

				On E Maple Avenue 1st light west of S Genesee Road (cs)
1	<u>100</u>	<u>HPS</u>		On E Maple Avenue 2nd light west of S Genesee Road (cs)
1	<u>100</u>	<u>HPS</u>		On E Maple Avenue 3rd light west of S Genesee Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 3rd light east of Howe Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 2nd light east of Howe Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light east of Howe Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Howe Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 2nd light west of Howe Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 3rd light west of Howe Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 2nd light east of S Center Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light east of S Center Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of S Center Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 2nd light west of S Center Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 3rd light west of S Center Road (cs)
1	<u>100</u>	<u>HPS</u>		Intersection: Maple Avenue at Dublin Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Dublin Road (cs)
1	<u>100</u>	<u>HPS</u>		Intersection: E Maple Avenue at Palomar Drive (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Palomar Drive (cs)
1	<u>100</u>	<u>HPS</u>		

			On Maple Avenue 1st light east of Killarney Park Drive (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: Maple Avenue at Killarney Park Drive (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 1st light west of Killarney Park Drive (south side)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 2nd light west of Killarney Park Drive (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 3rd light west of Killarney Park Drive (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Ave 4th light west of Killarney Park Drive (cs) (east side of RR tracks)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 3rd light east of Dort Hwy (cs) (west side of RR tracks)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 2nd light east of Dort Hwy (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 1st light east of Dort Hwy (cs)
1	<u>250</u>	<u>HPS</u>	Intersection: Maple Avenue at Dort Hwy (south east corner)
1	<u>250</u>	<u>HPS</u>	Intersection: Maple Avenue at Dort Hwy (south west corner)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 1st light west of Dort Hwy (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 2nd light west of Dort Hwy (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 3rd light west of Dort Hwy (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 2nd light east of Frank Avenue (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 1st light east of Frank Avenue (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: Maple Avenue at Frank Avenue (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 1st light west of Frank Avenue (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 2nd light west of Frank Avenue (cs)
1	<u>100</u>	<u>HPS</u>	

				Intersection: Maple Avenue at Fern Avenue (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Fern Avenue (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 2nd light west of Fern Avenue (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 2nd light east of Saginaw Street (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light east of Saginaw Street (cs)
1	<u>250</u>	<u>HPS</u>		Intersection: Maple Avenue at Saginaw Street (south east corner)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Saginaw Street (north side)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Sandalwood Drive (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Street 2nd light west of Sandalwood Drive (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Street 1st light east of Academy Drive (cs)
1	<u>175</u>	<u>MV</u>		On Maple Avenue 1st light west of Academy Drive (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of I-475 (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 2nd light west of I-475 (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Maple Brook Lane (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Fairwood Drive (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light east of Fenton Road (cs)
1	<u>250</u>	<u>HPS</u>		Intersection: Maple Avenue at Fenton Road (south west corner)
1	<u>100</u>	<u>HPS</u>		On Fenton Road 1st light north of Maple Avenue (cs)
1	<u>100</u>	<u>HPS</u>		Intersection: Davenport Drive at Fenton Road (cs)
1	<u>100</u>	<u>HPS</u>		

			On Fenton Road 1st light north of Davenport Drive (east side)
1	<u>100</u>	<u>HPS</u>	On Fenton Road 2nd light north of Davenport Drive (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: Pickwick Place at Fenton Road (cs)
1	<u>100</u>	<u>HPS</u>	On Fenton Road 1st light south of E Judd Road (east side)
1	<u>100</u>	<u>HPS</u>	Intersection: W Mclean Avenue at Fenton Road (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: W Buder Avenue at Fenton Road (west side)
1	<u>100</u>	<u>HPS</u>	Intersection: W Scottwood Avenue at Fenton Road (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: W Parkwood Avenue at Fenton Road (west side)
1	<u>100</u>	<u>HPS</u>	Intersection: W Whittemore Avenue at Fenton Road (west side)
1	<u>100</u>	<u>HPS</u>	On Fenton Road 2nd light north of E Bristol Road (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: Mandeville Blvd at Fenton Road (cs)
1	<u>400</u>	<u>HPS</u>	Intersection: Atherton Road at Dort Hwy (north west corner)
1	<u>400</u>	<u>HPS</u>	Intersection: Atherton Road at Dort Hwy (south west corner)
1	<u>100</u>	<u>HPS</u>	Intersection: Atherton Road and Term Street (north west corner)
1	<u>100</u>	<u>HPS</u>	On Term Street 1st light north of Atherton Road (west side)
1	<u>100</u>	<u>HPS</u>	On Term Street 2nd light north of Atherton Road (west side)
1	<u>100</u>	<u>HPS</u>	On Term Street 2nd light south of Sayre Court (west side)
1	<u>100</u>	<u>HPS</u>	On Term Street 1st light south of Sayre Court (west side)
1	<u>100</u>	<u>HPS</u>	Intersection: Term Street at Sayre Court (cs)
1	<u>100</u>	<u>HPS</u>	

			On Sayre Court 1st light west of Term Street (north side)
1	<u>100</u>	<u>HPS</u>	On Term Street 1st light north of Sayre Court (west side)
1	<u>100</u>	<u>HPS</u>	On Term Street 2nd light north of Sayre Court (west side)
1	<u>100</u>	<u>HPS</u>	On Term Street 3rd light north of Sayre Court (west side)
1	<u>100</u>	<u>HPS</u>	On Term Street 4th light north of Sayre Court (at RR) (west side)
1	<u>100</u>	<u>HPS</u>	On Term Street 2nd light south of Farley Street (west side)
1	<u>100</u>	<u>HPS</u>	On Term Street 1st light south of Farley Street (west side)
1	<u>100</u>	<u>HPS</u>	Intersection: W Farley Street at Term Street (south west corner)
1	<u>100</u>	<u>HPS</u>	On Farley Street 1st light west of Term Street (south side)
1	<u>100</u>	<u>HPS</u>	On Term Street 1st light north of Farley Street (west side)
1	<u>100</u>	<u>HPS</u>	On Term Street 3rd light south of Lippincott Blvd (west side)
1	<u>100</u>	<u>HPS</u>	On Term Street 2nd light south of Lippincott Blvd (west side)
1	<u>100</u>	<u>HPS</u>	On Term Street 1st light south of Lippincott Blvd (west side)
1	<u>400</u>	<u>MV</u>	Intersection: Lapeer Road at Center Road (north west corner)
1	<u>100</u>	<u>HPS</u>	On Center Road a1st light north of E Court Street (east side)
66	<u>175</u>	<u>MV</u>	See maps attached
4	<u>250</u>	<u>MV</u>	See maps attached
2	<u>400</u>	<u>MV</u>	See maps attached
2,178	<u>100</u>	<u>HPS</u>	See maps attached
35	<u>150</u>	<u>HPS</u>	See maps attached
99	<u>250</u>	<u>HPS</u>	See maps attached
50	<u>400</u>	<u>HPS</u>	See maps attached

Line 1-184 indicate light located near City border.

Attachment: Consumers Contract 04232015 (1545 : Consumers Energy Street Lighting Contract)



SCHEDULED

AGENDA ITEM (ID # 1552)

DOC ID: 1552

Approve and authorize the sale of 2065 E. Judd Rd., Parcel No. 59-32-503-106, to give first and final approval for the sale of this improved parcel to Robert Stone, Jr., 14502 Hess Rd., Holly, MI 48442 for the sum of \$2,150 cash or its equivalent, and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Stone Purchase Agreement (PDF)

CONDITIONAL PURCHASE AGREEMENT
Conditioned upon ONE City Council Approval

On _____ the Burton City Council passed Resolution R-_____ authorizing the sale of certain City owned real estate at specific prices. The subject of this Purchase Agreement is one of those parcels. Accordingly, this sale will only require one approval by the Burton City Council prior to closing.

For valuable consideration **THE CITY OF BURTON**, a municipal corporation, of 4303 S. Center Road, Burton, Michigan 48519, as Seller and Robert Stone, Jr., ~~husband and wife/a single man/woman~~, of 14502 Hess Rd., Holly, Michigan 48442, as Purchaser(s), agree to purchase, the following described real property, vacant land, located in the City of Burton, Genesee County, Michigan being legally described as:

Lot(s) LOTS 175 AND 176 DURANT HEIGHTS
 More commonly known as: 2065 E. JUDD RD.
 Permanent Parcel #: 59-32-503-106

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

1. **PURCHASE PRICE.**

The Purchase Price for the above described property shall be \$ 2150.00 payable in cash or certified funds at closing.

2. **DEPOSIT:**

In the event that the Purchaser is submitting this Purchase Agreement for City Council consideration, an earnest money deposit in the amount of Ten (10%) percent of the price being offered is hereby submitted with this Purchase Agreement.

3. **CLOSING:**

(a) Purchaser acknowledges and understands that all sales of City owned property must be approved by the Burton City Council and that the sale of this particular parcel of property is conditioned upon one such council approval. If the Council fails to approve this sale, then and in that event this Agreement will be deemed null and void and Seller shall forthwith return Purchaser's earnest money deposit.

(b) Closing shall take place within fifteen (15) business days of City Council approval of this sale. At which time Purchaser will pay to Seller the balance of the purchase price in cash or certified funds and Seller shall convey a Covenant Deed to

purchaser in a form suitable for recording. Purchaser will be responsible for recording the Covenant Deed.

4. **TITLE:**

Seller has obtained title to the above described property through the property tax reversion process, through a Genesee County Circuit Court Quiet Title Action, or by bequest. Seller does not warrant title. Purchaser is responsible to obtain evidence of satisfactory title. Seller will not provide title insurance.

In the event that Purchaser's title search discloses title defects, Purchaser shall have twenty (20) days from the date of the execution of this Agreement to rescind this transaction by written notification to the City Clerk. Upon termination within the twenty (20) day period, Seller shall return the earnest money deposit to Purchaser and this Agreement shall be null and void.

Seller will convey it's interest in the property, which it has obtained by Circuit Court Judgment Quieting Title, by bequest or by Circuit Court Judgment conveying same, to Purchaser by Covenant Deed.

5. **CONDITION OF PREMISES:**

Purchaser acknowledges that the premises is being sold "AS IS" and that Seller has made absolutely no representations to Purchaser regarding the condition of the premises or any personal property which may be located within or upon the premises. There are no warranties of any type, expressed or implied being given by Seller to Purchaser.

6. **TAXES:**

Seller makes no representations regarding the status of either real or personal property taxes pertaining to the property above described. There shall be no proration of taxes as Purchaser shall be solely responsible for all unpaid taxes, assessments, and fees which may or may not be a lien against the premises at the time of closing. In addition to being solely responsible for all taxes, both past due and current, Purchaser is also responsible to pay any tax certification, revenue stamp and recording fees which may be associated with the recording of the deed.

7. **ENTIRE CONTRACT:**

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

8. BINDING EFFECT:

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

9. MISCELLANEOUS PROVISIONS:

- 1) Each party shall be responsible to pay their respective attorney fees.
- 2) All parties acknowledge receipt of a signed copy of this Purchase Agreement.
- 3) In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:


 BREND A S. MOULTON
 PURCHASING AGENT

SELLER:

THE CITY OF BURTON

 BY: PAULA ZELENKO
 ITS MAYOR

Dated: _____

 BY: TERESA KARSNEY
 ITS CLERK

Dated: _____

PURCHASER:



*
 Dated: 4-28-15

*
 Dated: _____

Attachment: Stone Purchase Agreement (1552 : Sale of City-Owned Property)



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

Meeting: 05/04/15 07:00 PM
Department: Purchasing Department
Category: Resolution
Prepared By: Brenda Moulton
Department Head: Brenda Moulton

J.4

SCHEDULED

AGENDA ITEM (ID # 1555)

DOC ID: 1555

Approve and authorize the sale of Vacant Lot - Shaw St., Parcel No. 59-28-501-089, to give first and final approval for the sale of this improved parcel to Patrick W. Keely, 3167 Myrton St., Burton, MI 48529, for the sum of \$750 cash or its equivalent, and authorize the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Keely Purchase Agreement (PDF)

CONDITIONAL PURCHASE AGREEMENT
Conditioned upon ONE City Council Approval

On _____ the Burton City Council passed Resolution R-_____ authorizing the sale of certain City owned real estate at specific prices. The subject of this Purchase Agreement is one of those parcels. Accordingly, this sale will only require one approval by the Burton City Council prior to closing.

For valuable consideration **THE CITY OF BURTON**, a municipal corporation, of 4303 S. Center Road, Burton, Michigan 48519, as Seller and Patrick W. Keely, ~~husband and wife~~/a single man/~~woman~~, of 3167 Myrton St., BURTON, Michigan 48529, as Purchaser(s), agree to purchase, the following described real property, vacant land, located in the City of Burton, Genesee County, Michigan being legally described as:

Lot(s) Lot 1160 Chambers Subdivision
 More commonly known as: VACANT Lot - Shaw St.
 Permanent Parcel #: 59-28-501-089

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

1. PURCHASE PRICE.

The Purchase Price for the above described property shall be \$ 750.00 payable in cash or certified funds at closing.

2. DEPOSIT:

In the event that the Purchaser is submitting this Purchase Agreement for City Council consideration, an earnest money deposit in the amount of Ten (10%) percent of the price being offered is hereby submitted with this Purchase Agreement.

3. CLOSING:

(a) Purchaser acknowledges and understands that all sales of City owned property must be approved by the Burton City Council and that the sale of this particular parcel of property is conditioned upon one such council approval. If the Council fails to approve this sale, then and in that event this Agreement will be deemed null and void and Seller shall forthwith return Purchaser's earnest money deposit.

(b) Closing shall take place within fifteen (15) business days of City Council approval of this sale. At which time Purchaser will pay to Seller the balance of the purchase price in cash or certified funds and Seller shall convey a Covenant Deed to

purchaser in a form suitable for recording. Purchaser will be responsible for recording the Covenant Deed.

4. **TITLE:**

Seller has obtained title to the above described property through the property tax reversion process, through a Genesee County Circuit Court Quiet Title Action, or by bequest. Seller does not warrant title. Purchaser is responsible to obtain evidence of satisfactory title. Seller will not provide title insurance.

In the event that Purchaser's title search discloses title defects, Purchaser shall have twenty (20) days from the date of the execution of this Agreement to rescind this transaction by written notification to the City Clerk. Upon termination within the twenty (20) day period, Seller shall return the earnest money deposit to Purchaser and this Agreement shall be null and void.

Seller will convey it's interest in the property, which it has obtained by Circuit Court Judgment Quieting Title, by bequest or by Circuit Court Judgment conveying same, to Purchaser by Covenant Deed.

5. **CONDITION OF PREMISES:**

Purchaser acknowledges that the premises is being sold "AS IS" and that Seller has made absolutely no representations to Purchaser regarding the condition of the premises or any personal property which may be located within or upon the premises. There are no warranties of any type, expressed or implied being given by Seller to Purchaser.

6. **TAXES:**

Seller makes no representations regarding the status of either real or personal property taxes pertaining to the property above described. There shall be no proration of taxes as Purchaser shall be solely responsible for all unpaid taxes, assessments, and fees which may or may not be a lien against the premises at the time of closing. In addition to being solely responsible for all taxes, both past due and current, Purchaser is also responsible to pay any tax certification, revenue stamp and recording fees which may be associated with the recording of the deed.

7. **ENTIRE CONTRACT:**

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

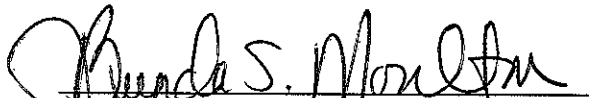
8. BINDING EFFECT:

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

9. MISCELLANEOUS PROVISIONS:

- 1) Each party shall be responsible to pay their respective attorney fees.
- 2) All parties acknowledge receipt of a signed copy of this Purchase Agreement.
- 3) In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:


 BREND A S. MOULTON
 PURCHASING AGENT

SELLER:

THE CITY OF BURTON

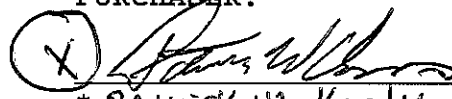
 BY: PAULA ZELENKO
 ITS MAYOR

Dated: _____

 BY: TERESA KARSNEY
 ITS CLERK

Dated: _____

PURCHASER:


 * PATRICK W. KEELY
 Dated: 4/29/15

*

Dated: _____



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

Meeting: 05/04/15 07:00 PM
Department: Mayor's Office
Category: Contract
Prepared By: Rik Hayman
Department Head: Paula Zelenko

J.5

SCHEDULED

RESOLUTION (ID # 1570)

DOC ID: 1570

Approve and Authorize the Mayor and City Clerk to amend the existing design contract with Stantec Consulting Michigan Inc., of Ann Arbor, MI, to include construction services for DWRf Segment 2 construction at a cost not to exceed \$352,000.

ATTACHMENTS:

- pro_mayor_dwrf_segment 2_construction_final_20150416final (PDF)



Stantec Consulting Michigan Inc.
 3754 Ranchero Drive
 Ann Arbor MI 48108-2771
 Tel: (734) 761-1010
 Fax: (734) 761-1200

April 16, 2015
 File: 207580004

Attention: Honorable Paula Zelenko

Mayor of City of Burton
 4303 S. Center Road
 Burton, Michigan 48519

Dear Mayor Zelenko,

**Reference: Proposal for Professional Engineering Services
 Segment 2 DWRP Water System Construction Services**

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

BACKGROUND

Stantec met MDEQ's milestone schedule, the design of the segment 2 part of the DWRP project plan is complete. The project was advertised on March 6, 2015 and bids were received on April 8, 2015. The construction contract is expected to be executed in the early summer.

Stantec understands that this new project will involve construction services for the replacement of existing 6-inch to 12-inch water mains located within the Segment 2 project area, along with restoration to the Bituminous and Gravel roads with in the project limits. The total approximate footage of water main to be replaced as part of this project is 19,900 feet.

SCOPE OF SERVICES

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

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

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

Task 2: Survey Construction Layout:

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



April 16, 2014
Honorable Paula Zelenko
Page 2 of 4

**Reference: Proposal for Professional Engineering Services
Segment 2 DWRf Water System Construction Services**

Task 3: Construction Administration:

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

Task 4: Construction Observation:

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

Task 5: Punch-list and Close-out:

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

SIGNIFICANT ASSUMPTIONS

- Material construction testing will be completed by the Contractor.
- Stantec's employees are local to Burton's geographic area. Therefore, no charge for travel time or mileage was included in the above scope.

PROJECT BUDGET

We propose to undertake the work outlined above for a not-to-exceed fee of \$352,000. Please note this fee is subject to inclusion in the DWRf Funding and the City would be reimbursed by MDEQ after the invoices are paid by the City.



April 16, 2014
Honorable Paula Zelenko
Page 3 of 4

**Reference: Proposal for Professional Engineering Services
Segment 2 DWRF Water System Construction Services**

The following is a breakdown of our fees:

Contract Administration Services	\$ 75,000
Construction Inspection	\$ 233,000
Construction Staking	\$ 32,000
Project As-Builts and Closeout	\$ 12,000

PROJECT SCHEDULE

Please note that the project schedule will assume construction will begin in August 2015 and will be substantially completed by December 1, 2015. The contractor will complete final restoration and closeout from April 1 – May 15, 2016.

Please note that this work will be conducted as an amendment to our existing Segment 1, DWRF design task which falls under the General Engineering Services Agreement previously executed between the City of Burton and Stantec Consulting Michigan Inc.

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

Regards,

STANTEC CONSULTING MICHIGAN INC.

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

c. File

STANTEC CONSULTING MICHIGAN INC.

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



April 16, 2014
Honorable Paula Zelenko
Page 4 of 4

**Reference: Proposal for Professional Engineering Services
Segment 2 DWRF Water System Construction Services**

ACKNOWLEDGED AND ACCEPTED:

CITY OF BURTON

Name of Signer:

Title of Signer:

_____, 2015

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Attachment: pro_mayor_dwrf_segment 2_construction_final_20150416final (1570 : DWRF Contract Amendment)



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

Meeting: 05/04/15 07:00 PM
Department: Mayor's Office
Category: Appointment
Prepared By: Rik Hayman
Department Head: Paula Zelenko

J.6

SCHEDULED

RESOLUTION (ID # 1571)

DOC ID: 1571

Approve and authorize that the Director of Public Works, a position currently held by Robert Slattery, is designated as the authorized representative for all activities associated with the water systems improvement plan.



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

Meeting: 05/04/15 07:00 PM
Department: Mayor's Office
Category: Appointment
Prepared By: Rik Hayman
Department Head: Paula Zelenko

J.7

SCHEDULED

RESOLUTION (ID # 1572)

DOC ID: 1572

Approve and authorize that the Director of Public Works, a position currently held by Robert Slattery, is designated as the authorized representative for all activities associated with the State Revolving Fund for sewer projects.