



CITY OF BURTON
BURTON CITY COUNCIL MEETING
OCTOBER 1, 2018
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: THOMAS MARTINBIANCO

B. THE PLEDGE OF ALLEGIANCE IS LED BY: THOMAS MARTINBIANCO

C. ROLL CALL

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

D. STAFF PRESENT

Rik Hayman, Chief of Staff
Mike Joliat, Attorney
Bette Bigsby, Acting City Clerk
Bob Slattery, DPW Director
Charles Abbey, Deputy DPW Director
Tom Osterholzer, Police Chief
John Owens, Police

E. APPROVAL OF MINUTES

1. City Council - Committee of the Whole - Sep 17, 2018 6:00 PM

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

2. City Council - Regular Meeting - Sep 17, 2018 7:00 PM

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

F. ADMINISTRATIVE REPORTS

Mr. Hayman asked for item number 3 to be taken off the agenda because MDOT had to do some reconfiguring. This item would be brought back.

Mr. Hayman did a review of the other items on the agenda.

Mr. Hayman spoke about the bid opening for the City Owned Property

G. COMMITTEE REPORTS

Ms. Conley reminded everyone about the Trick Or Treat Trail on October 27, 2018 at Bentley High School. Set up is at Noon. Thanked everyone for their donations to this event.

Mr. Wells spoke about the LED meeting held 10/01/2018.

Mr. Smith spoke about Project Heat's On. They currently have 45 applications. Deadline for applications is October 5, 2018. There are 38 sponsors for the event this year. The event will be held on 10/13/2018.

H. AUDIENCE PARTICIPATION

John Dombrowski said he watched the LED Committee meeting. He appreciated the positive attitude and support for local business.

Rick Fuhst talked about the financial savings by using LED lighting rather than incandescent.

I. COUNCIL DISCUSSION

Mr. Wells asked at what point does the person who won the bid for the property pay for the property. Mr. Abbey explained it would be after the Council approves the bids.

Mr. Haskins thanked Chief Osterholzer for his years of service to the City of Burton. He also welcomed Ms. Boggs back to work.

Mr. Martinbianco states that 1234 Norton Street had dirt piled up against the fence and it was causing some issues with water for the neighbors. He asked Mr. Slattery if he could speak with someone about moving Belsay Road from Lapeer to I-69 up on the TIP projects list.

Mrs. Conley asked about the demolition of the houses across from Taco Bell on Davison Road.

Mr. Heffner asked about the manholes on Center Road.

Mr. Wells had questions about the property in Cross Creek and would like to see the paperwork from the original sale of the property.

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Doyle) 9/11/2018 to 9/24/2018 in the amount \$5,807.75.

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

2. Approve and authorize the payment of Attorney Billing (Masud) August 1, 2018 - August 31, 2018 in the amount \$5,111.00.

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

3. Approve and authorize the Mayor and City Clerk to execute Preliminary Engineering contract number 18-5439 with the Michigan Department of Transportation, for performance of preliminary engineering activities for the road resurfacing work along Center Road, from Davison Road to the north City Limits (DPW Project No. 18-006-P, Control Section STU 25000, Job Number 130633PE), and all together with necessary related work, at an estimated total cost of \$195,540.00, of which the City of Burton's final cost will be approximately \$35,490.51.

RESULT:	WITHDRAWN
----------------	------------------

4. Approve and authorize the sale of Lot 45 in the Burton Estates Subdivision Number 1, Parcel No. 59-24-502-045, to give first and final approval for the sale of this parcel to VIP Land Holdings, LLC, 52188 Van Dyke Ave., Suite 105, Shelby Township, MI 48316, for the sum of \$7,142.80 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

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

5. Authorize the Mayor and Clerk to enter into the low bid contract with AATTS (All About That Technical Stuff) for the purpose of installing CCTV (closed circuit television) cameras at the Department of Public Works building in various locations. Price not to exceed \$6,800.00.

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

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

Meeting was adjourned at 9:15 PM.



CITY OF BURTON
BURTON CITY COUNCIL MEETING
SEPTEMBER 17, 2018
MINUTES

Council Chambers

Committee of the Whole

6:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

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

A. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Councilman	Present	
Duane Haskins	Vice President	Late	6:49 PM
Dennis O'Keefe	Councilman	Present	
Steven Heffner	President	Present	
Danny Wells	Councilman	Present	
Vaughn Smith	Councilman	Present	
Christina Conley	Councilwoman	Present	

B. STAFF PRESENT

Paula Zelenko, Mayor
 Rik Hayman, Chief of Staff
 Sue Warren, HR Director
 Charles Abbey, Deputy DPW Director
 Bette Bigsby, Acting City Clerk

C. ADMINISTRATIVE REPORT

Mayor Zelenko gave members a copy of Ordinance 30.03 with redlined suggestions based on comparisons.

D. AUDIENCE PARTICIPATION

John Stapish talked about the pay scale.

E. COUNCIL DISCUSSION

1. Ordinance 30.03

Discussion centered around whether or not the Charter Five should be paid using a salary range or just a flat number amount to be reviewed each year.

Council felt they should have a conversation with the Labor Attorney to talk about any impact there would be on any Collective bargaining Agreements in place. They wanted to make sure there were not any unintended consequences of raising the salaries of the Charter Five positions.

Meeting was adjourned at 6:53 PM.

Minutes Acceptance: Minutes of Sep 17, 2018 6:00 PM (APPROVAL OF MINUTES)



CITY OF BURTON
BURTON CITY COUNCIL MEETING
SEPTEMBER 17, 2018
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: TINA CONLEY

B. THE PLEDGE OF ALLEGIANCE IS LED BY: THOMAS MARTINBIANCO

C. ROLL CALL

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

D. STAFF PRESENT

Rik Hayman, Chief of Staff
Amanda Doyle, Attorney
Bob Slattery, DPW Director
Charles Abbey, Deputy DPW Director
Sue Warren, HR Director
Bette Bigsby, Acting City Clerk
Mike Odette, LT

E. APPROVAL OF MINUTES

1. City Council - Committee of the Whole - Jul 16, 2018 6:00 PM

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

2. City Council - Regular Meeting - Sep 6, 2018 7:00 PM

Minutes Acceptance: Minutes of Sep 17, 2018 7:00 PM (APPROVAL OF MINUTES)

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

3. City Council - Budget Workshop - Jun 12, 2018 6:30 PM

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

F. ADMINISTRATIVE REPORTS

Mr. Hayman stated the Mayor received a letter of retirement for Chief Tom Osterholzer effective October 3, 2018.

He also acknowledged Terry Parker's resignation from the Zoning Board of Appeals and the Election Commission.

He asked for a closed session under 8(C)(E) of the Open Meeting Act.

He let Council know that the railroad tracks on Center Road will be under repaid from mid-October to mid-November.

He noted that the revenue and expenditure reports for July and August were attached to the agenda packet.

He finished up with a review of the agenda.

1. Revenue and Expenditure Report as of July 31, 2018
2. Revenue and Expenditure Report as of August 31, 2018

G. COMMITTEE REPORTS

Mr. Wells asked for a LED Committee meeting on October 1, 2018 at 10:00 AM.

Ms. Conley reminded everyone about the Trick or Treat Trail on October 27, 2018 at Bentley High School. The committee is looking for donations and sponsors for the event.

Mr. Smith spoke about Project Heat's On. The application will be in The Burton View on September 20th and 27th.

H. AUDIENCE PARTICIPATION

Sadonna Myers from Friends of the Library spoke about the need for a pole barn at the Library to store books for the book sales.

Mr. Abbey detailed the history of trying to get a building for the Friends of the Library.

Steve Hatfield thanked the DPW from their Condo Association for getting things done. He also spoke about the Food Bank food truck with fresh foods that will be at Our risen Lord Lutheran Church, 4040 Lapeer Road on Friday , September 28th at 9:00 AM in conjunction with Bentley Schools. They are looking for volunteers.

Tabitha Marsh introduced herself as a candidate for Circuit Court Judge.

John Stapish spoke about the one million dollar loss in the water/sewer fund.

Audience participation reopened after closed session.

Scott Hope spoke about the property on Rizzo Drive and asked for a waiver of monies due to the City in order to help facilitate the sale of his property.

I. COUNCIL DISCUSSION

Mr. Martinbianco spoke about the chip seal projects on Atherton and Bristol roads.

Mr. Heffner spoke about the houses that have been put up for sealed bids. He has issues with some of the lots having two parcels in one lot for bid.

Mr. Wells talked about an issue on Amy Street where a bus got stuck that needs repair. He also discussed the water line replacement on Cheyenne and Menominee and the loss of a million dollars.

1. Closed Session was requested for sections 8 (C) (E) of the Open Meetings Act.

Closed session recess at 7:40 PM return from Closed Session at 8:09 PM

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

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Doyle) 8/28/2018 to 9/10/2018 in the amount \$ 3,733.75.

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

2. Approve and authorize waiving the collection of monies due the City of Burton in accordance with a July 27, 1998 contract executed between the City of Burton and Rizzo Industrial LLC, the developer of Rizzo Industrial Park, in which the sum of \$8,990.21 per acre is due the City upon the sale of each acre in Rizzo Industrial Park as reimbursement for infrastructure improvements installed by the City of Burton. The waiver shall apply to the sale of the remaining lots: Parcel numbers 59-31-529-007 (Total waived \$13,575.21); 59-31-529-022 (Total waived 12,676.19); 59-31-529-003 (Total waived \$9,170.01), for a total amount waived of \$35,421.41

Discussion took place on the pro's and cons of granting the waiver.

RESULT:	FAILED [3 TO 4]
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, O'Keefe, Smith
NAYS:	Haskins, Heffner, Wells, Conley

K. FIRST READING OF ORDINANCE

L. SECOND READING OF ORDINANCE

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

Meeting was adjourned at 9:14 PM.

Minutes Acceptance: Minutes of Sep 17, 2018 7:00 PM (APPROVAL OF MINUTES)



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

Meeting: 10/01/18 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Bette Bigsby
Department Head: Bette Bigsby

J.1

ADOPTED

AGENDA ITEM (ID # 4046)

DOC ID: 4046

**Approve and authorize the Attorney Billing (Doyle) 9/11/2018
to 9/24/2018 in the amount \$5,807.75.**

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



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

Meeting: 10/01/18 07:00 PM
Department: Mayor's Office
Category: Attorney Billing
Prepared By: Sue Warren
Department Head: Paula Zelenko

J.2

ADOPTED

AGENDA ITEM (ID # 4043)

DOC ID: 4043

**Approve and authorize the payment of Attorney Billing
(Masud) August 1, 2018 - August 31, 2018 in the amount
\$5,111.00.**

RESULT:	CARRIED [6 TO 1]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
NAYS:	Danny Wells



WITHDRAWN

AGENDA ITEM (ID # 4042)

DOC ID: 4042

Approve and authorize the Mayor and City Clerk to execute Preliminary Engineering contract number 18-5439 with the Michigan Department of Transportation, for performance of preliminary engineering activities for the road resurfacing work along Center Road, from Davison Road to the north City Limits (DPW Project No. 18-006-P, Control Section STU 25000, Job Number 130633PE), and all together with necessary related work, at an estimated total cost of \$195,540.00, of which the City of Burton's final cost will be approximately \$35,490.51.

ATTACHMENTS:

- MoE - MDOT Contract - Center Road Davison - N City Limit PE (PDF)
- MDOT Blue Corner Contract - PE Center Road from Davison Road to North City Limit - Burton (PDF)
- Resolution - Adoption of MDOT Contract for Center Road - Davison North - PE (DOCX)

RESULT: WITHDRAWN

INTEROFFICE MEMORANDUM

To: Paula Zelenko, Mayor
From: Robert Slattery, DPW Director
Date: September 25, 2018

Re:
Meeting of October 1, 2018
Agenda Item: 4042
MDOT/City Engineering Contract
DPW Project No. 18-006-P, Center Road – Davison Road–N. City Limit

Madam Mayor:

AGENDA LANGUAGE:

Approve and Authorize the Mayor and City Clerk to execute Preliminary Engineering contract number 18-5439 with the Michigan Department of Transportation, for performance of preliminary engineering activities for the road resurfacing work along Center Road, from Davison Road to the north City Limits (DPW Project No. 18-006-P, Control Section STU 25000, Job Number 130633PE), and all together with necessary related work, at an estimated total cost of \$195,540.00, of which the City of Burton's final cost will be approximately \$35,490.51.

Prior to the state executing a contract on our behalf, MDOT's financial operations require that we approve and execute a contract with MDOT, and reserve the estimated local share of the proposed costs. The sole purpose of this contract is to enable the City of Burton to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the U.S. Code.

City Council has previously committed to providing Local Match of \$39,000 for the Preliminary Engineering phase of this project.

STP
PRELIMINARY ENGINEERING
MODIFIED PART II

DIR	
Control Section	STU 25000
Job Number	130633PE
Project	1801(094)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	18-5439

PART I

THIS CONTRACT, consisting of PART I and PART II (Modified Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF BURTON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the performance by the REQUESTING PARTY of preliminary engineering, consisting of the preparation of reports and studies, as well as the surveys and design, necessary for the construction of the following improvements in the City of Burton, Michigan, which preliminary engineering is hereinafter referred to as the "PROJECT":

Preliminary engineering services for road resurfacing work along Center Road from Davison Road to the north city limits of Burton; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s):

SURFACE TRANSPORTATION PROGRAM

5/13/87 STPPE.FOR 9/11/18

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto approve of and shall undertake and complete the PROJECT in accordance with the terms of this contract.

Pursuant to Title 2 of the Code of Federal Regulations Part 200, a description of the federal award for the project is shown in detail on EXHIBIT "I", dated September 10, 2018, and made a part of this document.

2. The term "PROJECT COST", as herein used, is hereby defined as all the costs necessary for the performance of the PROJECT work, including the costs of design, design surveys, final construction plans and specifications, and any costs incurred by the DEPARTMENT as a result of this contract.

3. The REQUESTING PARTY will perform or cause to be performed all the PROJECT work. A separate work authorization will be issued to the REQUESTING PARTY by the DEPARTMENT for the commencement of the PROJECT work. The method of performing the work will be indicated on the work authorization.

4. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent. The balance of the PROJECT COST, after deduction of Federal Funds, shall be paid by the REQUESTING PARTY. The PROJECT COST and the cost participation are estimated to be as follows:

<u>ESTIMATED COST</u>	<u>FEDERAL AID</u>	<u>REQUESTING PARTY'S SHARE</u>
\$195,540.00	\$160,049.49	\$35,490.51

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

5. The construction of the improvements for which the PROJECT work is being performed and the construction engineering work related thereto will be covered by a separate contract.

6. A working capital deposit is not required for the PROJECT.

5/13/87 STPPE.FOR 9/11/18

7. The contracting parties do hereby agree to be bound by all of the provisions and conditions set forth in PART II hereof which are applicable to the PROJECT.

In the event of any inconsistency between PART I and PART II of this contract, the provisions of PART I shall prevail.

8. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the state and/or the FHWA.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

9. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

10. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

11. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF BURTON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:

RDS
9/11/18



September 10, 2018

EXHIBIT I
Notification of Required Federal Program Information to Subrecipients for
Federal Funding

Does this project receive Federal funds? ☒ Yes ☐ No

Subrecipient's Name: City of Burton

Subrecipient's Data
 Universal Numbering 84294339
 System Number (DUNS):

Federal Grant/Project
 Number(s): 1801(094)

MDOT Project Number: 130633PE

Project Description: Preliminary engineering services for road resurfacing work
 along Center Road from Davison Road to the north city limits
 of Burton.

CFDA Number, Federal Agency, Program Title: CFDA 20.205
 Highway Research Planning &
 Construction

Federal Award Identification Number(s) (FAIN): 261801094Z230

Federal Award Date: 08/27/2018

Period of Performance Start Date: 08/27/2018

Period of Performance End Date: 12/31/2018

Amount of Federal Funds obligated by this action: \$160,049.49

Total amount of Federal Funds obligated: \$160,049.49

Total amount of the Federal award: \$160,049.49

Budget Approved Cost sharing or matching, where applicable:
 Federal Participation: \$160,049.49; Local Participation: \$35,490.51

Name of Federal awarding agency and contact information for awarding official:

Director Kirk Steudle
 Michigan Department of Transportation
 425 West Ottawa Street
 Lansing, MI 48909

Is this a Research and Development award: ☐ Yes ☒ No

Indirect cost rate for the Federal award (if applicable): Not Applicable

DOT

BUREAU OF HIGHWAYS
NON CONSTRUCTION
03-15-93

PART II
MODIFIED

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV SPECIAL PROGRAM AND PROJECT CONDITIONS

03-15-93

1

Attachment: MDOT Blue Corner Contract - PE Center Road from Davison Road to North City Limit - Burton (4042 : Contract with the MDOT for

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. All work shall be performed in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
- C. In conformance with FAPG (23 CFR 630C): Project Agreements, the parties to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. On those projects funded with Federal monies, the DEPARTMENT shall, as may be required, secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- C. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- D. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.
- E. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

- F. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- G. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- H. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 201, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- I. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- J. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- K. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that canceled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the canceled portions of the PROJECT will be promptly refunded.
- L. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the

language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FAPG Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. General Conditions:

1. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
2. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

SECTION IV

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way acquisition.
- C. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- D. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

RESOLUTION _____
CITY OF BURTON
GENESEE COUNTY MICHIGAN

RESOLUTION

RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF BURTON, A MUNICIPAL CORPORATION OF GENESEE COUNTY, DOES HEREBY:

_____ **moved and** _____ **seconded the following:**

Approve and Authorize the Mayor and City Clerk to execute Preliminary Engineering contract number 18-5439 with the Michigan Department of Transportation, for performance of preliminary engineering activities for the road resurfacing work along Center Road, from Davison Road to the north City Limits (DPW Project No. 18-006-P, Control Section STU 25000, Job No. 130633PE), and all together with necessary related work.

CERTIFICATION

I, Bette Bigsby, Acting City Clerk of Burton, do certify that the above Resolution was duly adopted in conformance with Act 267 Public Acts of Michigan, 1976, at a Regular Council Meeting of the City of Burton Council held at Burton City Hall, October 1, 2018 by the following vote:

Ayes:

Nays:

Absent:

THIS RESOLUTION IS DECLARED ADOPTED

Dated: _____

 Bette Bigsby, Acting City Clerk

Prepared by: Bette Bigsby
 City of Burton
 4303 S. Center Rd.
 Burton, MI 48519



ADOPTED

AGENDA ITEM (ID # 4047)

DOC ID: 4047

Approve and authorize the sale of Lot 45 in the Burton Estates Subdivision Number 1, Parcel No. 59-24-502-045, to give first and final approval for the sale of this parcel to VIP Land Holdings, LLC, 52188 Van Dyke Ave., Suite 105, Shelby Township, MI 48316, for the sum of \$7,142.80 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- PA VIP homes Lot 45 (DOCX)

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

PURCHASE AGREEMENT
Conditioned upon ONE City Council Approval &
Pursuant to a Right of First Refusal

For valuable consideration **THE CITY OF BURTON**, a municipal corporation, of 4303 S. Center Road, Burton, Michigan 48519, as Seller and VIP LAND HOLDINGS, LLC, a Michigan Limited Liability Company, of 52188 Van Dyke Ave., Ste. 105, Shelby Twp., Michigan 48316, as Purchaser(s), agree to purchase, the following described vacant land, located in the City of Burton, Genesee County, Michigan being legally described as:

Lot(s) 45 BURTON ESTATES NO 1
Permanent Parcel #: 59-24-502-045

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

1. PURCHASE PRICE.

The Purchase Price for the above described property shall be **\$ 7142.80 (seven thousand one hundred forty-two and 80/100 dollars)** 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 Warranty Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Warranty Deed.**

4. 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.

5. TAXES:

Seller makes no representations regarding the status of either real or personal property taxes pertaining to the property above described.

6. 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.

7. 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.

8. 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.

SIGNED IN THE PRESENCE OF:

**SELLER:
THE CITY OF BURTON**

**BRENDA S. MOULTON
PURCHASING AGENT**

**BY: PAULA ZELENKO
ITS MAYOR**

Dated: _____

**BY: BETTE BIGSBY
ITS ACTING CLERK**

Dated: _____

PURCHASER: VIP LAND HOLDINGS, LLC

*BY: Vito Castellana
Dated: _____



ADOPTED

AGENDA ITEM (ID # 4048)

DOC ID: 4048

Authorize the Mayor and Clerk to enter into the low bid contract with AATTS (All About That Technical Stuff) for the purpose of installing CCTV (closed circuit television) cameras at the Department of Public Works building in various locations. Price not to exceed \$6,800.00.

ATTACHMENTS:

- cctv (PDF)

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



September 7, 2018

**Buck Coutas
City of Burton
4093 Manor Drive
Burton, Michigan**

Subject: **AXIS Camera and Sallent Surveillance System.**

Newkirk Electric Associates, Inc. is pleased to provide you with a quote for the above referenced project. Our price includes supervision, labor, material, necessary taxes and insurance.

Total Cost	\$18,765.00
-------------------	--------------------

Our price **also includes** the following items:

- Provide and install (8) AXIS P3225-LVE MK II network dome cameras.
- Relocate (1) Salient Power Choice LP NVR with 4 TB of storage.
- Relocate (1) POE 24 port network switch.
- Relocate (1) 24 port patch panel.
- Provide and install category 6 cable to each camera.
- Provide and install j hooks where necessary.
- Provide set up and programming.

Lift is not included in this quote. Owner to provide lift. Up to 5 remote users are capable with this system. System is expandable to 32 cameras. This quote does not include any PC or monitors. PC for local and remote viewing is not included in this quote and will be provided by owner.

If you should have any questions or concerns, feel free to contact this office at any time.

Respectfully,
NEWKIRK ELECTRIC ASSOCIATES, INC.

Mark Lengyel
Voice/Data/Video Manager
mplengyel@newkirk-electric.com



Monday, August 27, 2018

BURTON DPW

4093 MANOR DR
BURTON, MI 48519

Thank you for allowing us the opportunity to provide you with a proposal for your security system. I am pleased to propose a cost effective solution for your organization that will allow you to help mitigate your risks and reduce losses.

At ADT/Protection 1 we pride ourselves in providing our commercial customers with attentive service, proven security solutions, and the highest level of professional installation and monitoring.

I look forward to discussing this proposal with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Eric Ludvigsen

/ eludvigsen@adt.com, EricLudvigsen@protection1.com

Attachment: cctv (4048 : Closed circuit television cameras bid)

Equipment and Investment Statement for: CCTV - PURCHASED

Site Information: BURTON DPW, 4093 MANOR DR, BURTON, MI 48519

Scope of Work:

Based upon the information gathered during our meeting and survey of the facilities, we propose the following scope of work:

SCOPE OF WORK

INSTALL

1 16 CHANNEL, 8 TB, NETWORK VIDEO RECORDER (NVR)*

7 OUTDOOR 2.8MM-12MM WDR CAMERAS

4 INDOOR/OUTDOOR 2.8MM CAMERAS

4 CEILING MOUNTING PENDANTS wCAPS

2400' CAT5 WIRE

1 INITIAL SYSTEM CONFIGURATION

1 SYSTEM TRAINING

*CUSTOMER TO SUPPLY POINT OF CONNECTION (POC) TO INTERNET FOR REMOTE VIEWING

Equipment List:

Quantity	Description
10	BACK BOX
2400	24/4PR CAT5E CM 1M BX GRY
7	Outdoor Dome, 3MP, H265+, 4mm, Day/Night, 120dB WDR, EXIR 2.0 (30m), IP67, PoE/12VDC
1	NVR 16 Channel Integrated PoE, 8TB
4	2 Megapixel Dome camera 2.8mm lens WDR and IR
4	Bracket, Ceiling Pendant Mount
4	Pendant Cap,Fixed Dome, 110Mm

Summary of Charges for: CCTV - PURCHASED	
Installation Price	\$7,708.31
Total Installation Price*	\$7,708.31
Total Monthly Recurring Services Charges*	\$0.00
*Plus applicable tax	

Attachment: cctv (4048 : Closed circuit television cameras bid)

Investment Summary (Non-Leased)

Total Non-Leased Proposal Option	
Installation Price	\$7,708.31
Total Installation Price*	\$7,708.31
Total Monthly Recurring Services Charges*	\$0.00

*Plus applicable tax

Attachment: cctv (4048 : Closed circuit television cameras bid)

ALL ABOUT THAT TECHNICAL STUFF



1-888-221-6727

AATTS.Service@gmail.com

ESTIMATE

ADDRESS

City Of Burton

ESTIMATE # 1046

DATE 08/19/2018

ACTIVITY	QTY	RATE	AMOUNT
CCTV Equipment:4k Lorex System 4k Lorex NVR 3Tb HD, custom mix of 4k POE cameras	1	2,500.00	2,500.00T
Equipment Installation:Custom CCTV install	1	2,250.00	2,250.00
Equipment Installation:Network Configuration Basic network setup including variations of, router configuration, security set up, wireless network set up, Camera systems, and misc hardware installation.	1	250.00	250.00
Cable, Wire, Hardware:Conduit & Hardware	1	250.00	250.00
Cable, Wire, Hardware:Misc Connectors, Adaptors, & Wire	1	75.00	75.00
SUBTOTAL			5,325.00
TAX (6%)			150.00
TOTAL			\$5,475.00

Attachment: cctv (4048 : Closed circuit television cameras bid)