



CITY OF BURTON
BURTON CITY COUNCIL MEETING
OCTOBER 3, 2022
AGENDA

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

A. INVOCATION LED BY: TOM MARTINBIANCO

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

C. ROLL CALL

D. APPROVAL OF AGENDA

E. STAFF PRESENT

F. APPROVAL OF MINUTES

1. City Council - Special Meeting - Sep 19, 2022 5:30 PM
2. City Council - Special Meeting - Sep 19, 2022 5:45 PM
3. City Council - Special Meeting - Sep 19, 2022 6:00 PM
4. City Council - Special Meeting - Sep 19, 2022 6:15 PM
5. City Council - Special Meeting - Sep 19, 2022 6:30 PM
6. City Council - Regular Meeting - Sep 19, 2022 7:00 PM
7. City Council - Special Meeting - Sep 20, 2022 5:45 PM
8. City Council - Special Meeting - Sep 20, 2022 6:00 PM
9. City Council - Special Meeting - Sep 20, 2022 6:15 PM
10. City Council - Special Meeting - Sep 20, 2022 6:30 PM

G. ADMINISTRATIVE REPORTS

H. COMMITTEE REPORTS

I. AUDIENCE PARTICIPATION

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

J. COUNCIL DISCUSSION

K. COUNCIL ACTION

1. Approve and authorize the payment of Attorney Billing (Doyle) 9/14/22 to 9/27/22 in the amount of \$4,603.00.
2. Approve and authorize the payment of Attorney Billing (Masud) 8/1/2022 to 8/29/2022 in the amount of \$3,835.32.
3. Approve and authorize the request for a Residential Sanitary Water & Sewer Installer's License for Waldorf and Sons, Inc., 9118 North Dort Highway, Mt.Morris, Michigan.
4. Approve and authorize the Mayor and Clerk to execute a contract with Andy's Roofing, 3140 Kleinpell Street, Burton, MI 48529, in the amount of \$49,875 for the Re-Roofing of the City Hall Building.
5. Approve and authorize the Mayor and Clerk to enter into an agreement with Stantec Consulting Michigan Inc., 3754 Ranchero Drive, Ann Arbor, MI 48108-2771 to complete the preliminary engineering, design and plan preparation phases of the State Revolving Fund for improvements Phase 3 to the City of Burton's Sanitary Sewer System at a cost not to exceed \$199,500.
6. Approve and authorize the following 2022-2023 budget amendment: Increase 2069-2069-931.0001 Repair and Maintenance for Burton Memorial Library by \$12,000; Decrease Senior Center Fund Balance by \$12,000.

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



CITY OF BURTON
BURTON CITY COUNCIL MEETING
SEPTEMBER 19, 2022
MINUTES

Council Chambers

Special Meeting

5:30 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 5:36 PM.

A. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Vice President	Present	
Steven Heffner	President	Present	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Councilman	Present	
Christina Conley	Councilwoman	Present	
Greg Hull	Councilman	Late	5:38 PM
Christina Hickson	Councilwoman	Present	

B. STAFF PRESENT

Racheal Boggs, City Clerk
 Dave Martinez, Building Official
 Amber Abbey, Deputy DPW Director

C. AUDIENCE PARTICIPATION

None.

D. PRESENTATION: THE BUILDING OFFICIAL WILL GIVE PRESENTATION ON EACH PROPERTY AS THEY COME UP.

Mr. Martinez stated the home has been tagged since 2018. The interior is very dated as far as the condition of the home. There are physical holes in the home where rodents and other animals are entering and harboring inside. There is 3-4 feet of water standing that has been there for quite a long time. There is no gas or electric. The whole yard is very overgrown and in disrepair. The home is in disrepair and no one has shown any interest to us in fixing the issues. I recommend option #1 of the demolition procedure, immediate demolition.

E. COUNCIL ACTION

1. Motion for Immediate Demolition of 4237 Leith, with DPW given authorization to request sealed bids and the Structure to be razed within the thirty (30) days of Burton City Council's acceptance of the low bid and the City Attorney's approval of the contract documents for execution of a contract with the Mayor and Clerk.

Mrs. Conley stated she knows people who live on Leith Street and this has been an eyesore for a long time. They will be happy that it is coming down.

Minutes Acceptance: Minutes of Sep 19, 2022 5:30 PM (APPROVAL OF MINUTES)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tom Martinbianco, Vice President
SECONDER:	Gregory Fenner, Councilman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

Meeting was adjourned at 5:40 PM.

Minutes Acceptance: Minutes of Sep 19, 2022 5:30 PM (APPROVAL OF MINUTES)



CITY OF BURTON
BURTON CITY COUNCIL MEETING
SEPTEMBER 19, 2022
MINUTES

Council Chambers

Special Meeting

5:45 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 5:45 PM.

A. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Vice President	Present	
Steven Heffner	President	Present	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Councilman	Present	
Christina Conley	Councilwoman	Present	
Greg Hull	Councilman	Present	
Christina Hickson	Councilwoman	Present	

B. STAFF PRESENT

Racheal Boggs, City Clerk
 Dave Martinez, Building Official
 Amber Abbey, Deputy DPW Director

C. AUDIENCE PARTICIPATION

Tom Manor of Russell Street in Genesee Township stated he is the owner and he apologized for the mess at 2172 Scottwood. He stated the house burned down on October 22nd and I couldn't get a demolition permit from the city because the water wasn't disconnected. When I tried to get the water disconnected, I was told to throw the meter away. When I went to get the permit, I was told I had to be a builder. I also had to get the gas turned off and talked to Consumers on the 24th of October. I got the release on January 22, 2022 to get the permit. I pumped the basement out and went back and the sump pump was gone. I went back again and the water heater was gone. The gate was also taken. At this point, I am ready to turn it over to Genesee County Land Bank. I have offered it for free to the neighbors next door and another individual and they didn't get back to me. I have already taken a \$20,000 land contract loss and another \$7,000. It is no value to me. I have the deed made out if anyone wants it, they are welcome to it. Would you like me to turn it over to the land bank?

Mr. Heffner stated that is not up to us.

Mr. Martinbianco stated that is not how the process works.

D. PRESENTATION: THE BUILDING OFFICIAL WILL GIVE A PRESENTATION ON EACH PROPERTY AS THEY COME UP.

Dave Martinez stated this house has been through a fire and is a total loss. He recommends option #1 of the demolition procedure, immediate demolition.

Minutes Acceptance: Minutes of Sep 19, 2022 5:45 PM (APPROVAL OF MINUTES)

E. COUNCIL ACTION

1. Motion for Immediate Demolition of 2172 Scottwood, with DPW given authorization to request sealed bids and the structure to be razed within the thirty (30) days of Burton City Council's acceptance of the low bid and the City Attorney's approval of the contract documents for execution of a contract with the Mayor and Clerk.

Mr. Martinbianco stated Mr. Manor and his brother have been longtime good business people in the community and I appreciate everything they have done. I'd like to know more about what has been presented to DPW. The property needs to be remediated as soon as possible. Ultimately, it will become the property of the land bank and we will be responsible for the cost. Is that right, Amber?

Mrs. Abbey said, yes. It will take a couple of years of unpaid taxes but eventually, we will end up eating the cost.

Mr. Martinbianco stated then the land bank will get it back. Immediately, we will pay for the demolition, put the amount on the tax roll and Mr. Manor will not be held responsible.

Mrs. Abbey said, yes.

Mr. Fenner asked if there was insurance involved.

Mr. Manor said, no.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Gregory Fenner, Councilman
SECONDER:	Christina Hickson, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

Meeting was adjourned at 5:54 PM.

Minutes Acceptance: Minutes of Sep 19, 2022 5:45 PM (APPROVAL OF MINUTES)



CITY OF BURTON
BURTON CITY COUNCIL MEETING
SEPTEMBER 19, 2022
MINUTES

Council Chambers

Special Meeting

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	Vice President	Present	
Steven Heffner	President	Present	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Councilman	Present	
Christina Conley	Councilwoman	Present	
Greg Hull	Councilman	Present	
Christina Hickson	Councilwoman	Present	

B. STAFF PRESENT

Racheal Boggs, City Clerk
 Dave Martinez, Building Official
 Amber Abbey, Deputy DPW Director

C. AUDIENCE PARTICIPATION

Garry Maxton, Attorney for PNC Bank stated the bank has a mortgage on the property, there was a foreclosure that is in redemption and will expire on October 27th. At that time, we can take possession of the property. He have taken bids for getting the property cleaned up and selling the vacant land however, that will be up to HUD.

D. PRESENTATION: THE BUILDING OFFICIAL WILL GIVE A PRESENTATION ON EACH PROPERTY AS THEY COME UP.

Dave Martinez stated this property has been through a pretty serious fire. It is a hazard and dangerous to the community. I recommend option #1 of the demolition process, immediate demolition.

E. COUNCIL ACTION

1. Motion for Immediate Demolition of 2118 James, with DPW given authorization to request sealed bids and the structure to be razed within the thirty (30) days of Burton City Council's acceptance of the low bid and the City Attorney's approval of the contract documents for execution of a contract with the Mayor and Clerk.

Mr. Fenner asked if there was insurance on the property.

Mr. Maxton stated he believes an insurance claim has been made but does not know the status of the claim.

Minutes Acceptance: Minutes of Sep 19, 2022 6:00 PM (APPROVAL OF MINUTES)

Mrs. Abbey stated the Fire Department has not been informed of an insurance claim. The fire was over a year ago and we would've had the money by now.

Mr. Smith stated if we demo this and pay for it, what happens?

Mrs. Abbey stated we will charge it to the property owner. This essentially will be PNC Bank when they foreclose in a couple of weeks. It sounds like she has walked away from the property.

Mr. Fenner stated the bank plans on demolishing this property themselves and selling the vacant land. Could we go with option # 3 giving them 90 days. This way, it would come off our bill.

Mr. Hull stated regardless if there is insurance, we demo it and bill the bank for the cost of the demo.

Mrs. Abbey said, right. We always charge the property owner. We don't always get the money back.

Mr. Fenner stated it seems to me that we should give them the 90 days and try to save us the money. It's a gamble if we get the money back.

Discussion continued about immediate demolition versus allowing an additional 90 days.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tom Martinbianco, Vice President
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

Meeting was adjourned at 6:08 PM.



CITY OF BURTON
BURTON CITY COUNCIL MEETING
SEPTEMBER 19, 2022
MINUTES

Council Chambers

Special Meeting

6:15 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 6:16 PM.

A. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Vice President	Present	
Steven Heffner	President	Present	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Councilman	Present	
Christina Conley	Councilwoman	Present	
Greg Hull	Councilman	Present	
Christina Hickson	Councilwoman	Present	

B. STAFF PRESENT

Racheal Boggs, City Clerk
 Charles Abbey, DPW Director
 Dave Martinez, Building Official
 Amber Abbey, Deputy DPW Director

C. AUDIENCE PARTICIPATION

None.

D. PRESENTATION: THE BUILDING OFFICIAL WILL GIVE A PRESENTATION ON EACH PROPERTY AS THEY COME UP.

Mr. Martinez stated the house was tagged on 10/7/2009. It sat idle and changed ownership three years ago. They have tried to start a rehab and it is moving very slow. When I was there eight months ago, they had an electrical permit but no inspections and no mechanical or plumbing permits were pulled. All of this has now been removed from the home. There is 3-4 feet of water in the basement, they have made no progress, and the outside is deteriorating. It is very severe. I recommend option #1 of the demolition process, immediate demolition.

E. COUNCIL ACTION

1. Motion for Immediate Demolition of 2079 Judd with DPW given authorization to request sealed bids and the structure to be razed within the thirty (30) days of Burton City Council's acceptance of the low bid and the City Attorney's approval of the contract documents for execution of a contract with the Mayor and Clerk.

Mr. Hull asked if there has been any communication with the owner. Has she been given any sort of time lines?

Minutes Acceptance: Minutes of Sep 19, 2022 6:15 PM (APPROVAL OF MINUTES)

Mrs. Abbey stated she has been given several time lines that were never met. When the building permit was pulled, she was required to get a 30-day progress inspection. There has been zero change in the property and no communication since January of 2021.

Mr. Fenner stated this property went to auction and it sold. I was surprised that we sold it then because of the structural work that was needed. It has been an eyesore and I am in favor of demolition.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tom Martinbianco, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

Meeting was adjourned at 6:20 PM.

Minutes Acceptance: Minutes of Sep 19, 2022 6:15 PM (APPROVAL OF MINUTES)



CITY OF BURTON
BURTON CITY COUNCIL MEETING
SEPTEMBER 19, 2022
MINUTES

Council Chambers

Special Meeting

6:30 PM

4303 S. CENTER ROAD
BURTON, MI 48519

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

A. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Vice President	Present	
Steven Heffner	President	Present	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Councilman	Present	
Christina Conley	Councilwoman	Present	
Greg Hull	Councilman	Present	
Christina Hickson	Councilwoman	Present	

B. STAFF PRESENT

Racheal Boggs, City Clerk
Charles Abbey, DPW Director
Dave Martinez, Building Official
Amber Abbey, Deputy DPW Director

C. AUDIENCE PARTICIPATION

Pastor Thomas of Faith Deliverance Ministries stated he has received a bid from Burnash Wrecking for the demolition of this property. I sent a letter to the council regarding this property. Consumers has taken forever to shut the utilities off. I have submitted the signed agreement and we are ready for demolition.

Ms. Boggs stated I forwarded the council a copy of the certified letter from Pastor Thomas.

D. PRESENTATION: THE BUILDING OFFICIAL WILL GIVE A PRESENTATION ON EACH PROPERTY AS THEY COME UP.

Mr. Martinez stated this home had a fire and the structure is in poor condition. Burnash has submitted a bid to demolish the structure for the church. He recommends option #3 of the demolition process with 30 days to pull the permit and 30 days to remove the structure for a total of 60 days.

E. COUNCIL ACTION

1. Motion to Abate (tear down) the structure at 2017 Term to Burton City Code with a Demolition Permit within 60 days.

Mrs. Abbey stated to clarify, we want the structure down within 60 days.

Mr. Martinbianco asked if Burnash gave Pastor Thomas a time frame.

Minutes Acceptance: Minutes of Sep 19, 2022 6:30 PM (APPROVAL OF MINUTES)

Pastor Thomas stated Burnash has given him an estimate of this week or next week.

Discussion ensued regarding time frame given by Burnash and what will happen if Burnash cannot get this complete within the 60 days.

Mr. Abbey stated if the Pastor runs into a problem with the timeline, he can call the DPW and we will work with him.

Mr. Martinbianco asked, how long after we take action do we request bids for demolition?

Mr. Abbey stated after tonight, the first thing I do is call Consumers to start the process of the cut and cap of the gas. This has been the delay over the last couple of years. I will start going out to bid next week. Then, they come back before you to accept the contract.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

Meeting was adjourned at 6:40 PM.

Minutes Acceptance: Minutes of Sep 19, 2022 6:30 PM (APPROVAL OF MINUTES)



CITY OF BURTON

BURTON CITY COUNCIL MEETING

SEPTEMBER 19, 2022

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: CHRISTINA HICKSON

Mr. Heffner asked for a moment of silence in recognition of the loss of former Mayor, Jane Nimcheski. Mrs. Nimcheski's obituary was read by Mr. Martinbianco.

Pastor Isaac gave the invocation.

B. THE PLEDGE OF ALLEGIANCE IS LED BY: CHRISTINA HICKSON

C. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Vice President	Present	
Steven Heffner	President	Present	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Councilman	Present	
Christina Conley	Councilwoman	Present	
Greg Hull	Councilman	Present	
Christina Hickson	Councilwoman	Present	

D. APPROVAL OF AGENDA

1. Motion to Approve the Agenda as Presented.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tom Martinbianco, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

E. STAFF PRESENT

Duane Haskins, Mayor
Racheal Boggs, City Clerk
Charles Abbey, DPW Director/HR
Brian Ross, Police Chief

F. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Sep 8, 2022 7:00 PM

Minutes Acceptance: Minutes of Sep 19, 2022 7:00 PM (APPROVAL OF MINUTES)

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Gregory Fenner, Councilman
SECONDER:	Christina Hickson, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

G. ADMINISTRATIVE REPORTS

Mayor Haskins gave a special tribute to former Mayor, Jane Nimcheski who passed away on September 14, 2022. She served on City Council from 1979-1983 with the last two years serving as Council President. From 1983-1991 she served as Mayor. Like everything Mayor Jane has done, she gave it all until she had nothing left to give. Her legacy will always live on. She made history here as the first female mayor of the City of Burton. Our condolences go out to Warren, Steve and Michelle. We would like to thank you for sharing Mayor Jane with our city. Please keep the family in your thoughts and prayers through this time of grief.

Mayor Haskins also gave a report on the following:

- The Belsay Road project is wrapping up.
- The Davenport and Judd project will be starting within the next week or so.
- We received the additional \$500,000 reimbursement for the water project.

H. COMMITTEE REPORTS

Mr. Hull gave updates from the Parks & Recreation Commission events. We have applications for trunk sign-up for The Trick-or-Treat Trail as well as sponsor forms. The event is Saturday, October 22nd from 12:00 PM-3:00 PM at Bentley High School. Digital copies are available too, email me for those. Saturday, October 29th, volunteers will be putting up lights at Water Tower Park. Pizza with Santa has been scheduled for December 3rd. at Bendle High School.

Mr. Fenner reported on the 911 Consortium Meeting. I am happy to say that we voted to drop the penalty charge for municipalities that choose to maintain their current system. I attended the DDA meeting this morning and they are moving forward with replacing some trees on Saginaw Street.

I. AUDIENCE PARTICIPATION

Matt Smith of 8228 Davison Road in Davison Township spoke regarding a Bentley School Board partial term seat due to the appointment of Gary Wines in 2021. This will be on the ballot for the November election in addition to the three regular term seats.

Steve Urick of 4474 Maple Leaf Drive in Burton stated he collected signatures for the Maple Leaf paving petition. The neighborhood is in favor of this project and I hope you will approve it tonight.

Sandy Jobin (O'dell) of 1208 Rinn Street in Burton stated she is running for Bentley School Board. She spoke regarding her son who is also running for the Bentley School Board and alleged discrimination against him. I am not going to stand here and let communists take over this country.

Rick Fuhst of 1072 Forest in Burton spoke regarding recent discussions about the DPW Barn to store equipment. Storing vehicles indoors in Michigan helps keep them in good shape. They last longer when they are kept inside. I would like the council to start protecting our investments and build the barn.

J. COUNCIL DISCUSSION

Mr. Hull stated I passed out a sheet to each Council Member. I would like to bring back the discussion of my idea of creating a program to help people get into homeownership. This is an IDA account example from northwest Michigan. It is a savings plan that includes a city match. There are financial classes required and income guidelines. For every dollar people save, they will match up to \$3.00 to be used for a down payment on a home. There are also 2:1 match programs for college tuition and small business start-up. I would also like to congratulate our Bendle Tigers on a triple overtime victory against Bentley.

Mr. Smith stated we are elected, as a council to look at things like Police, Fire, roads, water, sewer, blight and city finances. This is our main focus. Section 12.6 of the City Charter identifies the Election Commission which consists of the City Clerk as Chairperson and four qualified electors of the city who shall not be city officials, employees or candidates for office in city elections. The council makes initial appointments to the Election Commission at least 90 days prior to the regular city election. Appointments are 4-year terms. The Election Commission, not the City Council, shall have charge of all activities and duties required of it by law relating to the conduct of elections in the city. In any case where election procedure is in doubt, the Election Commission shall prescribe the procedure to follow. We, as a council are not in the position to do this. This keeps it non-political with another level of people who are appointed keeping it away from the council who are elected officers. Election related concerns need to go to the Election Commission. We don't have any control over this. This is our City Charter. The last time, we spent over \$800.00 for the City Attorney to address election related concerns. This is not the proper forum. Per our charter, which is what we all took an oath for, this needs to be addressed with the Election Commission. That is what it is set up for, to keep politics out of it. We need to get back to running the city.

Discussion continued regarding audience participation, politics, Bentley School Board, Election Commission and the City Charter.

K. COUNCIL ACTION

1. Approve and authorize the payment of Attorney Billing (Doyle) 8/31/22 to 9/13/22 in the amount of \$4,834.00.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Christina Hickson, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

2. APPROVE and AUTHORIZE the acceptance of a paving petition for Maple Leaf Subdivision in Section 36, using mill and resurface standards.

Mr. Heffner stated he is happy to see more people taking advantage of this program. The council is very proud of this.

RESULT: CARRIED [UNANIMOUS]
MOVER: Vaughn Smith, Councilman
SECONDER: Christina Hickson, Councilwoman
AYES: Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

3. APPROVE and AUTHORIZE that improvement to Maple Leaf Subdivision to be assessed against the lands and premises as indicated in Chapter 150. A. Proceed with district for improvement of asphalt mill and resurface including required drainage repairs. B. Place preliminary district maps and cost estimates with the intention of City Council to provide a 50% match, on file with the Clerk's Office for examination. C. Determine improvement to be necessary. D. Accept cost estimate.

Mr. Martibianco asked where the \$500,000 went. Is it in the water fund?

Mayor Haskins stated moving the money requires council action. It is in the general fund.

RESULT: CARRIED [UNANIMOUS]
MOVER: Christina Hickson, Councilwoman
SECONDER: Tom Martinbianco, Vice President
AYES: Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

4. APPROVE and AUTHORIZE the City Clerk to Set First Public Hearing for Monday October 17, 2022 at 6:30 p.m. at City Hall, or any later date of City Council choice; (a minimum of fourteen (14) days is required between this Council meeting and the proposed public hearing date), and instruct the Clerk's Office, to publish and mail notices to hear and consider any favorable comments and/or objections which may be submitted by any interested person with respect to the making of the improvements and to the assessing of the cost of the improvements to the lands in the aforesaid special assessment district Maple Leaf Subdivision Project #22-015-P.

Mr. Martinbianco asked if the administration will put the flags at half mast for another week in honor of Mayor Nimcheski.

Mayor Haskins stated we will leave them at half mast until after the funeral service.

RESULT: CARRIED [UNANIMOUS]
MOVER: Tom Martinbianco, Vice President
SECONDER: Christina Conley, Councilwoman
AYES: Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

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

Meeting was adjourned at 7:36 PM.



CITY OF BURTON
BURTON CITY COUNCIL MEETING
SEPTEMBER 20, 2022
MINUTES

Council Chambers

Special Meeting

5:45 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 5:45 PM.

A. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Vice President	Present	
Steven Heffner	President	Present	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Councilman	Present	
Christina Conley	Councilwoman	Present	
Greg Hull	Councilman	Present	
Christina Hickson	Councilwoman	Present	

B. STAFF PRESENT

Racheal Boggs, City Clerk
 Dave Martinez, Building Official
 Amber Abbey, Deputy DPW Director

C. AUDIENCE PARTICIPATION

None.

D. PRESENTATION: THE BUILDING OFFICIAL WILL GIVE A PRESENTATION ON EACH PROPERTY AS THEY COME UP.

Mr. Martinez stated there was a fire at 3518 Laurel and it is a total loss. It is structurally unsafe and I recommend option #1 of the demolition process, immediate demolition.

E. COUNCIL ACTION

1. Motion for Immediate Demolition of 3518 Laurel, with DPW given authorization to request sealed bids and the structure to be razed within thirty (30) days of Burton City Council's acceptance of the low bid and the City Attorney's approval of the contract documents for execution of a contract with the Mayor and Clerk.

Mr. Martinbianco expressed concern regarding the administration not providing pictures of the interior of these homes.

Mrs. Abbey stated we do not necessarily have the right to enter the homes. If windows are open and we cant put the camera through them, we will, but by right, we do not enter the home until the demolition has been called to order.

Mr. Martinbianco stated we are presuming that every building will be of demolition nature if they did not allow us to review the bones of the building.

Minutes Acceptance: Minutes of Sep 20, 2022 5:45 PM (APPROVAL OF MINUTES)

Mrs. Abbey stated we are using past history as well. Mr. Martinez has been into these homes at certain times just not when the pictures were taken. He is taking the assessment from the exterior of the homes. Obviously, the ones with fire damage are a little easier because most of the windows are burnt out and you can see inside.

Mr. Martinbianco stated some of the homes coming before us tonight have had substantial changes made. I am trying to give the property owner the benefit of the doubt. If there is anything salvageable, we have other options besides option #1, immediate demolition.

Mrs. Abbey stated our recommendation will be different on some of these other homes tonight.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tom Martinbianco, Vice President
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

Meeting was adjourned at 5:52 PM.

Minutes Acceptance: Minutes of Sep 20, 2022 5:45 PM (APPROVAL OF MINUTES)



CITY OF BURTON
BURTON CITY COUNCIL MEETING
SEPTEMBER 20, 2022
MINUTES

Council Chambers

Special Meeting

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	Vice President	Present	
Steven Heffner	President	Present	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Councilman	Present	
Christina Conley	Councilwoman	Present	
Greg Hull	Councilman	Present	
Christina Hickson	Councilwoman	Present	

B. STAFF PRESENT

Racheal Boggs, City Clerk
 Dave Martinez, Building Official
 Amber Abbey, Deputy DPW Director

C. AUDIENCE PARTICIPATION

John Przysup of Cost Plus Construction stated he is the owner of the property. I sold the house on a land contract. The person I sold it to did not do what he was supposed to do. He went to jail and I have full ownership back. I am hoping to make it nice and finish it. I am hoping the Building Department will work with us.

D. PRESENTATION: THE BUILDING OFFICIAL WILL GIVE A PRESENTATION ON EACH PROPERTY AS THEY COME UP.

Dave Martinez stated this home was originally tagged on 3/24/15. We have a laundry list of violations, junk, debris, and activities going on there. When they finally pulled a permit in April of 2019, it expired with no work completed and no inspections. Kenneth was the gentleman on the land contract and we discussed the foundation on the north side of the home. It does need some work. There are no trade permits pulled. We have requested status inspections to see how they are doing. They are making little to no progress. We tried working with him originally. He sided the house with no windows or doors. I would recommend option #2 of the demolition process with a maximum of 90 days.

E. COUNCIL ACTION

1. Motion to alter by repair the structure at 1423 Belsay to Burton City Code with a Building Permit within seven business days, a performance bond in the amount of 10,000 and work to be completed by January 1, 2023.

Minutes Acceptance: Minutes of Sep 20, 2022 6:00 PM (APPROVAL OF MINUTES)

Mr. Fenner asked if the person the Building Inspector spoke with is the same person who is here today. Will our action tonight bind anyone who purchases the property?

Mrs. Abbey said, yes. The order is on the property, not the person. It will bind anyone. If it will make you feel better we can add a shorter time frame to have the framing completed within 30 days.

Mr. Martinbianco stated without having access to the interior how do we check the bones of it? We know there is a structural problem with the foundation. We can command that they get electrical, plumbing and mechanical inspections done during a specific period of time.

Discussion continued regarding applicants address and building inspections.

Mr. Martinbianco stated the neighbors are happy to see the progress. Is there a recommendation regarding the status of the pole barn and garage on the property?

Mr. Martinez stated the pole barn is in fair condition and salvageable. The other detached structure is wood sitting on a slab on grade foundation. It is very deteriorated around the perimeter due to the age. The house is fully stripped to the studs. It is on a well that is active and working.

Mr. Przystup stated for the foundation, if you can tell me what areas you are concerned with, I will have the structural engineer give us a repair order and get it fixed.

Mr. Heffner asked if we can require inspections as part of this so we can get the access that we need?

Mrs. Abbey said, yes. You can place any conditions you would like even a performance bond.

Mr. Smith stated he received an anonymous email from a neighbor stating that the property gets inspected and the owner makes the property look nice but it always returns to the same old nuisance afterward.

Mr. Heffner recommends giving them until the first of the year, a surety bond and the inspections the DPW requested.

Mrs. Abbey stated a performance bond for the amount of the cost of demolition or estimate it at \$10,000.

Mr. Przystup stated we will definitely make progress but it is very hard to build today in a timely manner because materials are scarce.

Mr. Fenner stated he agrees with Mr. Heffner. They will need to get their permits right away.

Mr. Martinbianco stated that our interests are taken care of. I would like to see a building permit pulled from the city within seven days then extending them the three month courtesy to have the essential stuff completed including electrical, plumbing

and mechanical inspections and progress. We are not in the business of tearing down homes. If you show progress, we will work with you.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tom Martinbianco, Vice President
SECONDER:	Christina Hickson, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

Meeting was adjourned at 6:25 PM.

Minutes Acceptance: Minutes of Sep 20, 2022 6:00 PM (APPROVAL OF MINUTES)



CITY OF BURTON
BURTON CITY COUNCIL MEETING
SEPTEMBER 20, 2022
MINUTES

Council Chambers

Special Meeting

6:15 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 6:15 PM.

A. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Vice President	Present	
Steven Heffner	President	Present	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Councilman	Present	
Christina Conley	Councilwoman	Present	
Greg Hull	Councilman	Present	
Christina Hickson	Councilwoman	Present	

B. STAFF PRESENT

Racheal Boggs, City Clerk
 Dave Martinez, Building Official
 Amber Abbey, Deputy DPW Director

C. AUDIENCE PARTICIPATION

None.

D. PRESENTATION: THE BUILDING OFFICIAL WILL GIVE A PRESENTATION ON EACH PROPERTY AS THEY COME UP.

Mr. Martinez stated complaints began in 2019 of overgrown grass, home being in disrepair and a lot of animals in and out of the home. We believe someone was trying to live there at that point in time. Between then and now, the power and gas have been turned off. We tagged the home on 6/15/21 and a gentleman stated he was living there but was not the owner. We did not enter the home. From the door, we observed isle ways full of trash, the smell was overwhelming. The person living there has moved and it is currently sitting vacant. You cannot see the home from the street due to the overgrowth. I recommend option #1 of the demolition process, immediate demolition.

E. COUNCIL ACTION

1. Motion for Immediate Demolition of 3512 Barcy, with DPW given authorization to request sealed bids and the structure to be razed within thirty (30) days of Burton City Council's acceptance of the low bid and the City Attorney's approval of the contract documents for execution of a contract with the Mayor and Clerk.

Minutes Acceptance: Minutes of Sep 20, 2022 6:15 PM (APPROVAL OF MINUTES)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tom Martinbianco, Vice President
SECONDER:	Christina Hickson, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

Meeting was adjourned at 6:29 PM.

Minutes Acceptance: Minutes of Sep 20, 2022 6:15 PM (APPROVAL OF MINUTES)



CITY OF BURTON
BURTON CITY COUNCIL MEETING
SEPTEMBER 20, 2022
MINUTES

Council Chambers

Special Meeting

6:30 PM

4303 S. CENTER ROAD
BURTON, MI 48519

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

A. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Vice President	Present	
Steven Heffner	President	Present	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Councilman	Present	
Christina Conley	Councilwoman	Present	
Greg Hull	Councilman	Present	
Christina Hickson	Councilwoman	Present	

B. STAFF PRESENT

Racheal Boggs, City Clerk
 Dave Martinez, Building Official
 Amber Abbey, Deputy DPW Director

C. AUDIENCE PARTICIPATION

William Wilson of 3491 Atherton Road in Burton stated he is in the process of remodeling the home and has permits for electrical and plumbing. The outside is complete and we have all the materials for the inside of the house. We are waiting on the inspection to proceed.

D. PRESENTATION: THE BUILDING OFFICIAL WILL GIVE PRESENTATION ON EACH PROPERTY AS THEY COME UP.

Mr. Martinez stated this home had a fire in what I believe to be a laundry room. Damage was minimal, mostly smoke damage. This is what prompted us to do the inspection on the home on 4/13/22. We were in contact with the owner right away. He responded right back with his intentions. The foundation and structure is very sound. I was in the home today to check on it and the yard is clean and very nice. The home is water tight, fully sided with new windows. Trade inspections have to be done and the permits appear to have been pulled today. There is a lot of insulation and dry wall staged in the home. I did inform them not to proceed prior to an inspection. I recommend option #2 of the demolition procedure with a short time frame so we can come in to make sure it is going properly.

E. COUNCIL ACTION

1. Motion to alter by repair the structure at 3491 Atherton to Burton City Code with a Building Permit within 120 days.

Mr. Martinbianco asked, he already has a building permit, does he not?

Minutes Acceptance: Minutes of Sep 20, 2022 6:30 PM (APPROVAL OF MINUTES)

Mrs. Abbey said, yes. The reason he is here tonight is because there was a building permit pulled with absolutely no work done until we scheduled the demolition hearing. Now, he has very much proceeded. The permit is still good.

Mr. Martinbianco asked if option #2 would be acceptable.

Mrs. Abbey said, yes.

Mr. Fenner asked if the building permits provided were for the trades Mr. Martinez discussed. Are there other trade inspections needed?

Mr. Martinez stated he has presented the electrical and plumbing permits. He will still need a mechanical permit for the heat source.

Mr. Fenner stated you listed your home address as the property address. Do you intend to move back in after completion?

Mr. Wilson said, yes.

Mr. Heffner asked the administration for a recommendation on a suitable time frame.

Mrs. Abbey said, we started with 90 days. Also, I would like his current address to mail him the results of this notice hearing.

Mr. Wilson stated my current address is 29266 Guy Street. Southfield, MI 48076.

Mr. Martinbianco recommends the owner get the mechanical permit as soon as possible. He recommends allowing him 120 days to complete the work.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tom Martinbianco, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

Meeting was adjourned at 6:39 PM.



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

Meeting: 10/03/22 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Racheal Boggs
Department Head: Racheal Boggs

K.1

SCHEDULED

AGENDA ITEM (ID # 5508)

DOC ID: 5508

**Approve and authorize the payment of Attorney Billing
(Doyle) 9/14/22 to 9/27/22 in the amount of \$4,603.00.**



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

Meeting: 10/03/22 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Racheal Boggs
Department Head: Racheal Boggs

K.2

SCHEDULED

AGENDA ITEM (ID # 5505)

DOC ID: 5505

**Approve and authorize the payment of Attorney Billing
(Masud) 8/1/2022 to 8/29/2022 in the amount of \$3,835.32.**



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

Meeting: 10/03/22 07:00 PM
Department: Clerk's Office
Category: License
Prepared By: Joy Roe
Department Head: Joy Roe

K.3

SCHEDULED

AGENDA ITEM (ID # 5506)

DOC ID: 5506

Approve and authorize the request for a Residential Sanitary Water & Sewer Installer's License for Waldorf and Sons, Inc., 9118 North Dort Highway, Mt.Morris, Michigan.

ATTACHMENTS:

- Waldorf and Son's Submission (PDF)



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

Application for Sewer & Water Installer License

Date: 9/20/22 License Expiration: 10/5/22
 Name of Applicant: Daryl T. Little
 Applicant Address: 10281 E Mt Morris Rd Davison MI 48423
 Phone Number: (810) 691-3531 Email: office@waldorffandsonsinc.com
 Name of Business: Waldorf & Sons Inc.
 Business Address: 9118 N Dort Hwy, Mt. Morris MI 48458
 Phone Number: (810) 564-5000 Plumbing License #: 8004298

LICENSE FEES	Amount	Proration	PAID
1. Sewer Installer Expires - March 31,	\$100.00		☒
2. Water Installer Expires - March 31,	\$100.00		☒

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

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

The undersigned hereby specifically agrees to abide by all provisions of Burton City Ordinance #112, adopted 8-4-69, effective 9-15-69, and all City Ordinances and Resolutions of the Burton City Council now in force or hereinafter adopted.

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

THIS APPLICATION MUST BE SIGNED BEFORE A NOTARY:

Daryl T. Little
Signature of Applicant

Subscribed and sworn before me a Notary Public in and for the County of Genesee, State of Michigan this 20th day of September, 2022.

[Signature]
Notary Public

10-02-2025
Commission Expires

Y:\Documents\LICENSES\Applications\Sewer & Water Installer.docx

Attachment: Waldorf and Son's Submission (5506 : Residential Sanitary Water & Sewer Installer's License)

CITY OF BURTON
 303 S. CENTER RD.
 BURTON, MI 48519
 Phone : 810-743-1500
 WWW.BURTONMI.GOV

Received From:
 WALDORF & SON'S

Date: 09/23/2022 Time: 9:04:25 AM
 Receipt: 110759709
 Cashier: HOLBROOKC
 Workstation: Drawer: 1

ITEM REFERENCE	AMOUNT
LICENSE LICENSE FEES	
WATER AND SEWER	
1001-0000-450.0000	\$200.00
TOTAL	\$200.00
CHECK 84795	\$200.00
Total Tendered:	\$200.00
Change:	\$0.00

Original Amt.	Balance Due	9/20/2022
100.00	100.00	Discount
100.00	100.00	
		Check Amount

84795

Payment
100.00
100.00
200.00

200.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (K.3.a)
03/25/2022

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

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

PRODUCER Peabody Insurance Agency, Inc. 265 N. Alloy Dr. Fenton MI 48430		CONTACT NAME: Amanda Pipesh PHONE (A/C, No, Ext): (810) 629-1504 FAX (A/C, No): (810) 629-2822 E-MAIL ADDRESS: apipesh@peabodyinc.com	
INSURED Waldorf and Sons Inc. 9118 N Dort Hwy Mt Morris MI 48458		INSURER(S) AFFORDING COVERAGE INSURER A: Selective Way Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 26301	

COVERAGES

CERTIFICATE NUMBER: 22/23 Master w/ Equipment

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Limited Pollution- Worksites GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			S 2418302	04/04/2022	04/04/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			S 2418302-BA	04/04/2022	04/04/2023	GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Limited Pollution	\$ 100,000
							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			S 2418302-UMB	04/04/2022	04/04/2023	BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							EACH OCCURRENCE	\$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ Y	N/A		WC 9087629	04/04/2022	04/04/2023	AGGREGATE	\$ 5,000,000
							PER STATUTE ☒ OTH-ER ☐	\$
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
A	Leased/Rented Equipment			S 2418302	04/04/2022	04/04/2023	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
							Limit	100,000

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

All operations of the named insured.

CERTIFICATE HOLDER

CANCELLATION

City of Burton 4303 S Center Rd Burton MI 48519-1449	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Continuation Certificate

KNOW ALL MEN BY THESE PRESENTS, THAT:

In consideration of the payment of a renewal premium, United States Fire Insurance Company as SURETY, does hereby continue

Bond Number: 602-117026-2

Amount of Bond: \$10,000.00

Continued from : 04/01/2022 to 04/01/2023

On behalf of Waldorf & Sons, Inc.

In favor of City of Burton (Water Installation Bond)

Provided, however, that this Continuation Certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond has been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Dated this 21st day of March, 2022.

United States Fire Insurance Company

Surety

By: _____

John Foster

Attorney-in-Fact

Attachment: Waldorf and Son's Submission (5506 : Residential Sanitary Water & Sewer Installer's License)

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

0112922

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

John Foster, Dan Cusenza, James Slear, Heather Buonodono, Ian Foster

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article I thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

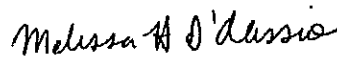
UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affix the seal of United States Fire Insurance Company thereto by the authority of his office.

Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21st day of March 20 22

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright, Senior Vice President

Continuation Certificate

KNOW ALL MEN BY THESE PRESENTS, THAT:

In consideration of the payment of a renewal premium, United States Fire Insurance Company as SURETY, does hereby continue

Bond Number: 602-117025-3

Amount of Bond: \$10,000.00

Continued from : 04/01/2022 to 04/01/2023

On behalf of Waldorf & Sons, Inc.

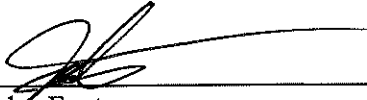
In favor of City of Burton (Sewer Installation Bond)

Provided, however, that this Continuation Certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond has been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Dated this 21st day of March, 2022.

United States Fire Insurance Company
Surety

By: _____


John Foster
Attorney-in-Fact

Attachment: Waldorf and Son's Submission (5506 : Residential Sanitary Water & Sewer Installer's License)

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

0112922

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

John Foster, Dan Cusenza, James Slear, Heather Buonodono, Ian Foster

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affix the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio

Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21st day of March 20 22

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright

Alfred N. Wright, Senior Vice President

Attachment: Waldorf and Son's Submission (5506 : Residential Sanitary Water & Sewer Installer's License)



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

Meeting: 10/03/22 07:00 PM
Department: Purchasing
Category: Contract
Prepared By: Julie Griffith
Department Head: Julie Griffith

K.4

SCHEDULED

AGENDA ITEM (ID # 5504)

DOC ID: 5504

Approve and authorize the Mayor and Clerk to execute a contract with Andy's Roofing, 3140 Kleinpell Street, Burton, MI 48529, in the amount of \$49,875 for the Re-Roofing of the City Hall Building.

ATTACHMENTS:

- Re Roof City Hall Bldg Proposal (PDF)

CITY OF BURTON
RE-ROOFING OF CITY HALL BUILDING
4303 S. CENTER RD.

REQUEST FOR PROPOSALS:

Project Summary:

The City of Burton is seeking SEALED PROPOSALS to remove and replace the roof of the City Hall Building located at 4303 S. Center Rd. Burton, Michigan 48519.

Material: The replacement roofing material has not been set and will be determined by selection of the winning proposal. Regardless of material, the roof shall be warranted for a minimum of 20 years and installed in accordance with the manufacturer's recommended procedures.

Structure/pitch: The new roof will utilize the existing roof structure and match the existing roofline; there is no intent to change the roof pitch.

Schedule: The roof is actively leaking so schedule is as much a factor as cost in the winning proposal selection. The anticipated completion date for this project is **December 31, 2022**.

Proposal Requirements:

The proposal shall include the following information. Failure to include all the required information may result in disqualification of a proposal.

- A. A not-to-exceed price for the removal, disposal and replacement of the City of Burton's City Hall building roof.
- B. Proposed schedule for the work, including the earliest possible date to perform the work and estimate duration.
- C. Proposed roof material including any material or labor warranties and guarantees.
- D. Contractor's qualifications, years in business and experience.

To visit/inspect the worksite, please call Buck Coultas between the hours of 8am-4pm at (810) 742-9230 ext. 3115, to set up an appointment.

Sealed Proposals may be submitted via U.S. Mail or in person to: Julie Griffith, Purchasing Agent, 4303 S. Center Rd., Burton, MI 48519, and must be clearly marked on the outside of envelope "Re-Roof – of the City Hall Building", **and time stamped by the City of Burton by 12:00 p.m. on September 16, 2022.** PROSALS must be good for a minimum of 60 days.

The winner will be selected from qualified candidates based on the following:

1. Cost;
2. Schedule – both starting date and expected duration;
3. Overall proposal; and
4. References.

The selection of the winning proposal will take place as quickly as practicable within the City's laws and policies. The City reserves the right to reject any or all proposals, to waive any irregularities, and further reserves the right to accept any proposal or parts of proposals which it deems to best service the interest of the city.

General Work Specifications

Roof Removal:

Tear off, haul, and dispose of old Ballast roofing system down to the layer that best supports contractor's new roof material. A minimum of all rolled roofing and damaged plywood sheathing shall be removed and properly disposed of. Contractor to provide dumpster(s) for the project. Dumpster to be removed within 48 hours of job completion.

Roof Replacement – General Requirements

- A. Replace any damaged plywood sheathing;
- B. Replace and install ice and water shield along gutter lines, valleys and any areas where there is to be metal flashing including but not limited to chimneys and where the roof meets the wall.
- C. Install plumbing/pipe jack flashing;
- D. Replace the gutters;
- E. Regardless of material, roof shall have a blue finished surface.

Cleanup:

The building is currently used as the City Hall administration offices for the City of Burton. Work schedule, staging and immediate area protections should accommodate access and use of the building by employee's, staff, and the public.

- A. Contractor shall minimize impact to the public using the front and rear entrance during renovation to provide protection for pedestrians and vehicles in the immediate vicinity;
- B. Contractor shall keep work area neat at the end of each workday and contained throughout the duration of the job;
- C. Upon completion of work, parking lots, sidewalks and grass shall be cleaned and cleared of any remaining roofing material including but not limited to shingles, roofing felt, plywood and nails; and
- D. Cleanup shall conform to all federal, state, and local construction waste management laws and regulations.

Safety provisions:

Contractor shall provide proper and adequate equipment, tools, machinery and supplies necessary to perform all jobs and services in a safe diligent manner and shall provide and have available at all times for use by the contractor's employees engaged in performance of such work, all safety applications needed for the maximum protection of the Contractor's employees against injury.

Contractor's Liability Insurance

Before starting work, the contractor must furnish to the Director of Purchasing Certificate(s) of Insurance. The contract name must be shown on the Certificate of Insurance to assure correct filing.

These Certificates shall contain a provision that insurance coverage is evidenced by a Certificate of Insurance affirming the insurance company will endeavor to provide, within 30 days, written notice of cancellation of the policy bearing the contract name, to the Purchasing Agent.

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

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

CONTRACT

CITY OF BURTON GENESEE COUNTY, MICHIGAN

THIS AGREEMENT MADE this 22nd day of September, 2022, by and between the City of Burton, a Michigan Governmental Corporation, herein called the "Owner", and doing business as (a Corporation)(Partnership)(Individual) and County of Genesee and State of Michigan hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction designated as:

Re-Roofing of City Hall Building – 4303 S. Center Rd. Burton, MI

All as shown on the proposal documents hereinafter called the project, for the sum of Forty Nine Thousand Eight hundred Seventy Five Dollars (\$ 49,875.00) and all extra work in connection herewith, under the terms as stated in these proposal documents; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendents, labor, bonds, insurances and all other accessories and services necessary to complete said project in accordance with the conditions and prices stated in the proposal, all in conformance with the proposal documents, plans and specifications. All elements of the plans and specifications are hereby made a part of and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in the proposal section by the Owner, and to fully complete the project within said proposal. The Contractor further agrees to pay liquidated damages in accordance with the schedule set forth in the specifications for each consecutive calendar day thereafter for which a project is not completed.

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

Proposal amount guaranteed for 60 days. No down payment required, payment to made payable to the contractor within 30 days of completion of the work. Estimated 6 days to complete work.

Attachment: Re Roof City Hall Bldg Proposal (5504 : Re-Roof City Hall Bldg 2022)

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

WITNESS:

CITY OF BURTON

Duane Haskins, Mayor

Racheal Boggs, City Clerk

CONTRACTOR

Company Name

BY: Name & Title

Signature

Address

City, State, Zip

Attachment: Re Roof City Hall Bldg Proposal (5504 : Re-Roof City Hall Bldg 2022)

9/16/2022
 CONTRACT # BURTON-CH-50.4
 PRICE GOOD THROUGH 10/30/2022



City of Burton Re: City Hall
 4303 Center Rd
 Burton, Mi 48519
 Att: Charles Abbey
 Phone# 810-743-1500 x- 3102
 c.abbey@burtonmi.gov, j.griffith@burtonmi.gov

The Proof Is In The Roof

3140 Kleinpell Burton Mi., 48529
 Office: 810-762-5958
 Fax: 810-762-0997

ANDY DOUGLASS... OWNER
 20 YEARS DOING BUSINESS

LICENSE# 2101165944



TBD = TO BE DETERMINED AT ADDITIONAL COST
 R&R = REMOVE AND REPLACE WITH NEW

COMMERCIAL BUILDING – CITY HALL (EAST SIDE OF BUILDING – APPROX 5200 SQ FT)

- ✍ Remove existing rock from roof top
- ✍ Tear off existing EPDM membrane & and haul away – leaving existing 1.5” poly iso insulation board
- ✍ Inspect and re use all existing useable 1.5” poly iso board ~ replacement of damaged iso board \$2.50 per sq ft
- ✍ Install additional 1 layer of 1.5” poly iso board (R-8.6) over existing 1.5” poly iso board - (total R-17.2)
 Poly iso attached to existing poly iso with screws and plates through steel deck
- ✍ Install **VERSICO VERSI-WELD .060 TPO** white roof system according to Versico’s specifications for TPO
 TPO fully adhered and mechanically attached to steel deck with screws and plates throughout field
- ✍ Install (4) new retro-fit drains – (NO INTERIOR PLUMBING INCLUDED)
- ✍ All flashings, drains and penetrations according to manufacturer’s specifications
- ✍ Install new metal drip edge – 24 gauge with Kynar paint – color BEST MATCH
- ✍ Transition to parapet wall / EPDM (West side of roof) – install a nailer board and cover with metal coping
- ✍ Clean up of all debris performed daily
- ✍ 20-year manufactures membrane warranty
- ✍ 10-year labor warranty

TOTAL ROOF

\$49,875.00

NO DOWNPAY AND FULL PAYMENT BY 30 DAYS AFTER COMPLETION OF WORK

Price guaranteed for 60 days

Start date before 10/20/2022 – estimate 6 days to complete

Proud member of the Better Business Bureau with an honest earned A+ rating

BASIC TERMS

OUR INDUSTRY IS EXPERIENCING A MAJOR SUPPLY CHAIN DISRUPTION DUE TO THE COVID-19 CRISIS ON TWO FRONTS: MATERIAL AVAILABILITY AND PRICING. THE MANUFACTURER'S HAVE HAD THEIR INVENTORY LEVELS COMPROMISED DUE TO THE COVID-19 PANDEMIC. THIS, COUPLED WITH STRONG DEMAND, HAS CREATED EXTENDED LEAD TIMES AND ALLOCATION. WE ARE EXPECTING INCREASES IN MATERIAL PRICES. PRICE INCREASES WILL BE ADDED TO THIS PROPOSAL. Andy's roofs are covered by a ten-year guarantee against leaks due to installation and workmanship to original purchaser. Any alterations to Andy's Roofing's work will void warranty. The product warranties apply to the manufacturer's specifications. All work is to be done in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate (SATELLITE DISH RE TUNE IS THE RESPONSIBILITY OF THE OWNER. Any unforeseen needs. EG; Snow/ice removal, If we find that we need to replace roof deck sheathing, we charge \$100.00 per sheet of OSB, \$15.00 per sq ft of metal B-Deck & \$10.00 per ln foot of 1x or 2x boards (subject to change) All other metal replacement TBD. Additional costs: If gutters or downspouts need to be detached and reset, if soffit venting or insulation baffles are needed for proper airflow or cleaning of soffits, installation of bath damper vents, If any additional layers of roofing are found or manipulation of siding or gutter systems or ice melting cables or anything that would cause additional labor or additional dump fees, or any other tasks not specifically proposed in this proposal. Mold: A mold remediation company must be hired for proper assessment and remediation of all substances. EG; wood, drywall, insulation.) Any substitutions of material will be of equal quality. All agreements are contingent upon strikes, accidents, manufacturer price increases, labor cost increases and delays beyond our control. The owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation and Liability Insurance. Landscape will be protected but not guaranteed against damage from debris. It is the owner's responsibility to make known any conduit attached to the underside of roof decks. Andy's Roofing will not be held liable for any conduit that is fastened to the underside of roof decks or interior imperfections in drywall or plaster. CREDIT CARD PAYMENTS WILL BE CHARGED ADDITIONAL 3% CONVENIENCE FEE

Acceptance of this proposal ~ the above prices, specifications and conditions are satisfactory and are hereby accepted. Andy's Roofing is authorized to perform the work as specified. Payment will be made 50% down then paid in full upon completion of the job.

To confirm that you have read the BASIC TERMS of this contract and accept this proposal, sign here and return. THIS PROPOSAL THEN BECOMES A LEGAL CONTRACT

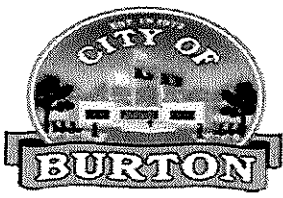
PERSON IN CHARGE: Print name _____

X _____

DATE _____

PREPARED BY: CHARLIE DOUGLASS... 810-691-4427

Charlie Douglass
 cheroof@gmail.com



BID TABULATION
CITY OF BURTON
Department of Public Works

K.4.a

Project: RE-ROOF CITY HALL
Bid Opening at: CITY HALL
Date & Time: SEPTEMBER 16, 2022 12pm

Present: Julie Griffith, Purchasing Agent

BIDDER NAME & ADDRESS	SIGNED BID	TOTAL BID
ANDY'S ROOFING 3140 Kleinpell Burton, MI 48529	Yes	\$49,875.00

Attachment: Re Roof City Hall Bldg Proposal (5504 : Re-Roof City Hall Bldg 2022)

PUBLIC NOTICE

CITY OF BURTON RE-ROOFING OF THE CITY HALL BUILDING

Sealed proposals will be received for the removal and replacement of the roof at the City of Burton (City Hall Building) located at 4303 S. Center Rd. Proposals may be submitted via U.S. mail or in person to: Julie Griffith, Purchasing Agent, 4303 S. Center Rd Burton, MI 48519, and must clearly be marked on the outside of the sealed envelope "Re-Roof - City Hall" by 12 p.m. local time on September 16, 2022. Immediately thereafter all proposals will be opened in the City of Burton Council Chambers; all contractors are welcome to attend.

To visit/inspect the worksite, please call BUCK COULTAS between the hours of 8am-4pm at (810)742-9230 ext. 3115

Copies of all the contract documents are on file and available for inspection at www.burtonmi.gov under the Purchasing Department or at the following location: City of Burton 4303 S. Center Rd., Burton MI, 48519.

The City reserves the right to reject any and all proposals, to waive any irregularities, and further reserves the right to accept any proposal or part which seems to best serve the interest of the City.

STATE OF MICHIGAN PROBATE COURT GENESEE COUNTY 900 S. SAGINAW STREET 5TH FLOOR FLINT, MI 48502 (810) 257-3528

NOTICE TO CREDITORS Decedent's Estate CASE NO. 2022-221094-DE

Estate of
**CHARLES FREDERICK
MOLLOSEAU**

Date of Birth:
12/04/1934

TO ALL CREDITORS:
NOTICE TO CREDITORS: The decedent, CHARLES FREDERICK MOLLOSEAU, died 04/07/2021.

Creditors of the decedent are notified that all claims against the estate will be forever barred unless presented to CHRISTINE M. NATION, personal representative, or to both the probate court at 900 S. SAGINAW STREET, 5TH FLOOR, FLINT, MI 48502, and the personal representative within 4 months after the date of publication of this notice.

Date:
08/30/2022

MATTHEW D. KARR
P53514
215 W. FLINT STREET
DAVISON, MI 48423
(810) 653-5585

CHARTER TOWNSHIP OF GRAND BLANC ZONING BOARD OF APPEALS NOTICE OF PUBLIC HEARING

The Charter Township of Grand Blanc Zoning Board of Appeals will conduct a Public Hearing on Tuesday, September 27, 2022, beginning at 6:30 p.m. The Hearing will be held at the Town Hall, located at 5371 S. Saginaw Street, P.O. Box 1833, Grand Blanc, MI 48480.

V #22-009 - The purpose of the hearing is to receive comments from the public for a variance request(s) for 5497 S. Saginaw Street, Grand Blanc MI, Section 4.38.3 et seq. Housing In Non-Single-Family Districts, from the Township Zoning Ordinance. Applicant is seeking to have specialized housing without having access to two (2) arterial roads.

Pertinent information is available for review in the Planning and Zoning Department at the Grand Blanc Township Government Center during regular business hours Monday through Friday from 8:00 a.m. through 5:00 p.m. or on the Township website at <http://www.twp.grand-blanc.mi.us/>. Written comments may be submitted to the Planning & Zoning Department by 4:00 p.m. on the date of the meeting.

Dave Robertson, Township Clerk

CHARTER TOWNSHIP OF FLINT TOWNSHIP Notice of Zoning Ordinance Amendment #5605

CHARTER TOWNSHIP OF MUNDY LEGAL NOTICE MUNDY TOWNSHIP ZONING BOARD OF APPEALS

Notice is hereby given of the following requests for consideration by the Mundy Township Zoning Board of Appeals. The regular meeting will be held on Wednesday, September 28, 2022, at 7:00 pm, in the Donald G. Haika Auditorium at the Mundy Township Hall, 3478 Mundy Avenue, Swartz Creek, MI 48473, concerning the following:

- Applicant:**
- Promanco, Inc.
By Gregory A. Smith
27811 State Route 7,
Reno Business Park
Marietta, OH 45750
- Owner:**
- Lehman Drive Realty c/o
Promanco, Inc.
27811 State Route 7,
Reno Business Park
Marietta, OH 45750
- Property Location:**
- 6215 Lehman Drive
Flint, MI 48507
- Parcel Number(s):**
- 15-12-100-003
- Requests:**
- Requesting the following
variances to Zoning Ordinance 19-
123-Z to allow for the construction
of proposed new office/warehouse
building adjacent to the existing
office/warehouse building:
a) Section 12.01 Schedule of
Regulations Table; Zoning
District: M-L to grant fifty-five

PUBLIC NOTICE

CITY OF BURTON RE-ROOFING OF THE CITY HALL BUILDING

Sealed proposals will be received for the removal and replacement of the roof at the City of Burton (City Hall Building) located at 4303 S. Center Rd. Proposals may be submitted via U.S. mail or in person to: Julie Griffith, Purchasing Agent, 4303 S. Center Rd Burton, MI 48519, and must clearly be marked on the outside of the sealed envelope "Re-Roof - City Hall" by 12 p.m. local time on September 16, 2022. Immediately thereafter all proposals will be opened in the City of Burton Council Chambers; all contractors are welcome to attend.

To visit/inspect the worksite, please call BUCK COULTAS between the hours of 8am-4pm at (810)742-9230 ext. 3115

Copies of all the contract documents are on file and available for inspection at www.burtonmi.gov under the Purchasing Department or at the following location: City of Burton 4303 S. Center Rd., Burton MI, 48519.

The City reserves the right to reject any and all proposals, to waive any irregularities, and further reserves the right to accept any proposal or part which seems to best serve the interest of the City.

Gaines Township Board of Trustees Meeting Minutes Summary September 7, 2022

Members Present: Leslie Casto, Paul Fortino, Rocky Fowler, Karen Hawkins, Diane Hyman
Absent: None

DAVISON TOWNSHIP REGULAR MEETING SYNOPSIS

The regular meeting of the Davison Township Board was called to order at 6:00 p.m., Monday, September 12, 2022, at the Davison Township Municipal Center, 1280 N. Irish Road, Davison, MI 48423. The Treasurer's report was accepted and board bills were approved for payment. The following agenda items were discussed and approved/or not yet approved.

- Local Government Approval for Liquor License for Ichiban Sushi Davison LLC - Approved
 - Approve Catch Basin (2240 Timberwood Ct & 7042 Sprucewood Dr) - Approved
 - Approve Lapeer Road & Oak Road Roundabout Construction with Davison Township Portion being \$75,000.00 - Approved
 - Resolution for Upcoming Local Subdivision Road Improvement (Lombard Woods, Atherton Country Estates No. 1 & No. 2, Rivershore No. 1 through No. 4, Stonebridge No. 1 through No. 3) - Approved
 - Approve to get Bids to Comply with Soil Erosion/Sedimentation Control Permit/Grading Hill - Approved
 - Discussion on New Township Building and Police Building
- Public comment period was opened at 6:30 p.m./closed at 6:37 p.m.

Jim Stiezek
Davison Township Supervisor

**Paul K. Ryerson
vs
Dana G. Hughes, et al**

NOTICE TO PROPERTY OWNERS

Davison Township
Genesee County, Michigan
PLEASE BE ADVISED that the following application for Rezoning will be considered at a meeting of the Davison Township Planning Commission Meeting to be held at 6:00 p.m. on Wednesday, October 12th, 2022, at the Davison Township Hall, 1280 N. Irish Rd., Davison, Michigan.

**DAVISON TOWNSHIP
NOTICE OF PUBLIC HEARING**
Wednesday, October 12th, 2022 at 6:00 p.m.

NOTICE IS HEREBY GIVEN that the Davison Township Planning Commission will consider the following:

CASE NO. 16-RZ-103- Andy Campbell, applicant, is requesting to rezone parcel # 25-05-07-200-018 from M-2 (General Manufacturing) to MX (Mixed Use) for the purpose of development.

Legal description: ALL THAT PART OF S 1/2 OF NE 1/4 LYING N OF G T W R R R/W EXC A POL BEG 1969.91 FT S OF NE COR OF SEC TH W 660 FT TH S 220.49 FT TH N 86 DEG 55 MIN 19 SEC E 660.55 FT TH N 185 FT TO POB SEC 7 T7N R8E

Written comments may be submitted to the chairperson of the Davison Township Planning Commission at the above address not later than 4 p.m. of the day prior to the date of the hearing. If you are interested, you may attend the meeting and be heard.

Patrick Miller
Township Clerk

If you have any questions, please call Matt Dene at 810.653.4155

NOTICE OF SPECIAL MEETINGS - 2023 PROPOSED BUDGET

CHARTER TOWNSHIP OF MUNDY TOWNSHIP BOARD OF TRUSTEES 3478 Mundy Avenue Swartz Creek, Michigan 810-655-4631

REGULAR BOARD MEETING - BUDGET DISCUSSION
MONDAY, SEPTEMBER 26, 2022
7 P.M.

REGULAR BOARD MEETING - BUDGET DISCUSSION
MONDAY, OCTOBER 10, 2022
7 P.M.

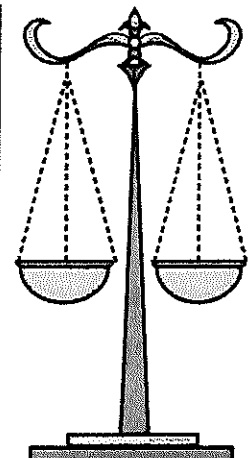
REGULAR BOARD MEETING - BUDGET DISCUSSION
MONDAY, OCTOBER 24, 2022
7 P.M.

A copy of the proposed 2023 budget is on file at the Mundy Township Administration Building, Clerk's Office.

The property tax millage rate proposed to be levied to support the proposed budget will be a subject of these hearings.

Mundy Township, through the Mundy Township Clerk's Office, upon proper and timely notice, will provide necessary, reasonable auxiliary aids and service to individuals with disabilities at any meeting or public hearing.

A copy of this notice is on file in the office of the Clerk



Visit

mihomepaper.com

for a full list of

cl Packet Pg. 44



SCHEDULED

AGENDA ITEM (ID # 5513)

DOC ID: 5513

Approve and authorize the Mayor and Clerk to enter into an agreement with Stantec Consulting Michigan Inc., 3754 Ranchero Drive, Ann Arbor, MI 48108-2771 to complete the preliminary engineering, design and plan preparation phases of the State Revolving Fund for improvements Phase 3 to the City of Burton's Sanitary Sewer System at a cost not to exceed \$199,500.

ATTACHMENTS:

- pro_abbey_srf_design_phase 3_20220819_signed_w_attach (PDF)



Stantec Consulting Michigan Inc.
3754 Ranchero Drive, Ann Arbor MI 48108-2771

August 19, 2022
File: 207585004

Attention: Amber Abbey, DPW Deputy Director
Department of Public Works
4093 Manor Drive
Burton, MI 48519

Dear Ms. Abbey,

Reference: Proposal for Professional Services for the Design of the SRF Phase 3

Pursuant to the City of Burton's (City) request, Stantec Consulting Michigan Inc. (Stantec) is pleased to submit this proposal for providing professional engineering services related to the design of the City's Sanitary Sewer System as illustrated in the 2020 State Revolving Fund (SRF) project plan. This letter proposal is divided into the following major sections:

- Project Background and Understanding
- Project Scope of Services
- Project Assumptions
- Project Schedule
- Project Proposed Budget

Project Background and Understanding

Stantec completed an SRF project plan in August 2020 for the City's sanitary sewer system. The SRF project plan utilized the Pipeline/Manhole Assessment Certification Program (PACP/MACP), which is the National Association of Sewer Service Companies (NASSCO) standard for pipeline defect identification and assessment rating system, to identify improvements needed over five years throughout the City. The improvements address the gravity sewers and manholes that have been categorized in the City's Capital Improvement Plan (CIP) and Asset Management Program (AMP) as having poor structural condition rating (PACP/MACP structural condition ratings of 4 and 5) and/or identified as contributing to Infiltration and Inflow (I&I) per the flow metering data and PACP/MACP data.

The proposed rehabilitation measures include point repairs, lining, and/or replacement (Rehabilitation Measures) of approximately 150,000 feet of gravity sewers and approximately 125 manholes over five years (five individual SRF projects). It is estimated that Phase 3, which is addressed in this proposal, will cover the proposed Rehabilitation Measures of approximately 31,340 feet of gravity sewers and 18 manholes. More details on the improvements proposed are depicted in the 2020 SRF project plan.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has not yet confirmed the milestone schedule. However, the quarter 2.5 milestone schedule from Phase 2 has been attached for general reference regarding the project schedule.

August 19, 2022
 Amber Abbey, DPW Deputy Director
 Page 2 of 7

Reference: Proposal for Professional Services for the Design of the SRF Phase 3

It should be noted that the objectives of the rehab work are as follows:

- **Replacement:**
 Replace sewers and manholes that are identified as collapsed, sagging or at critical condition of collapsing. Eliminate direct source of I&I caused by the collapsed sections.
- **Lining:**
 Repair areas of sewer and manholes where lining is a suitable rehab method.
 Maximize the structural integrity of the sewers/manholes.
 Minimize impacts on internal diameter and capacity.
 Minimize O&M impacts such as but not limited to root intrusions and I&I.

PROJECT SCOPE OF SERVICES

Task 1 – Preliminary Engineering Design and Specifications Development

Under this Task, Stantec will identify all critical aspects of the project that will be necessary to allow for a streamlined and efficient design process. Specific work conducted under this Task includes:

- Attend a project kickoff meeting with City staff to confirm scope, project approach, and define responsibilities.
- Address EGLE's comments on the SRF project plan, if any, to allow for the issuance of the Environment Assessment.
- Review available background information including record drawings from the City and any other pertinent sources.
- If insufficient record drawings are available, coordinate with the City's Utilities Department to field verify manhole locations of the existing system.
- Contact and coordinate with utility companies as necessary to obtain location information relative to gas, electric, phone, cable, etc.
- Perform geotechnical exploration of the project site by drilling soil borings along the sewer replacement routes.
- Within the sewer and manhole replacement areas:
 - Establish Right-of-Way along the project route.
 - Provide survey mapping of the road and front yard corridors to use as a base map.
 - Provide a preliminary horizontal sewer layout for review by the City and County to initiate agency coordination at any early stage of the project.

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Attachment: pro_abbey_srf_design_phase 3 20220819_signed_w_attach (5513 : Proposal for Professional Services for the design of the State

August 19, 2022
 Amber Abbey, DPW Deputy Director
 Page 3 of 7

Reference: Proposal for Professional Services for the Design of the SRF Phase 3

- Within the point repair and lining areas:
 - Develop GIS maps of all sewer and manhole lining routes.
 - Perform detailed review of the CCTV information to further assess and develop rehab methods.
 - Assess the need for supplemental CCTV (to be done by others).
 - Characterize design parameters, lining extents, and lining prep work needed.
 - Identify location of leads, sewer junctions, issues that may impact lining if any.
 - Launch the development of preliminary project specifications and project information compilation.
 - Work closely with the City to identify traffic control plans.
- Perform a field reconnaissance to establish a clear understanding of all field conditions, including but not limited to, visual reevaluation of some of the manholes to confirm needed rehabilitation method.
- Prepare a preliminary estimate of EOPCC based on the findings of this phase of work.
- Work closely with the City, EGLE District, and SRF EGLE staff to meet necessary submittals related to the engineering components within the SRF milestone schedule

Task 2 – Detailed Design, Plan Preparation and Contract Documents

Under Task 2, detailed construction plans and specifications would be prepared. A detailed scope for this phase of work is as follows:

- Perform supplemental topographic survey as needed in the specific locations of sewer replacement necessary for the detailed stage of design.
- Prepare plan and profile sheets for the proposed replacement work consistent with City, County and EGLE standards for agency review and approval.
- Include necessary City and County standard detail sheets, as well as prepare any specialized details for the project.
- Review and include a traffic control plan and bypass pumping requirements for all sewer replacement, and lining (where needed).
- Prepare Contract Documents, including the necessary bidding documents and detailed specifications for the project detailing items such as, but not limited to, location of work, sewer preparation, type of rehab, traffic control, bypass pumping, replacement plans and profiles, etc. for City, County and EGLE review and approval.
- Prepare and submit a Part 41 Permit for Wastewater Systems application and submit to EGLE.
- Prepare and submit other regulatory permits including soil erosion, EGLE Joint Permit Application, etc. if deemed necessary.

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August 19, 2022
 Amber Abbey, DPW Deputy Director
 Page 4 of 7

Reference: Proposal for Professional Services for the Design of the SRF Phase 3

- Attend design review meetings with the City. It is assumed that approximately six (6) meetings with the City will be necessary during the design phase.
- Prepare an updated EOPCC for the project at the permitting and bidding stages of the project.

Task 3 – Bidding Assistance

Under this Task Stantec will provide public bidding assistance for the project including the following:

- Advertise the project for bidding on MITA website.
- Distribute electronic bidding documents (plans and specifications) to interested bidders and plan houses.
- Coordinate and facilitate a pre-bid meeting, if deemed necessary.
- Review bid questions, prepare and distribute addenda.
- Attend a public bid opening (virtual or in person).
- Provide the City with a bid review letter.
- Aid the City in completing SRF Part 2 and Part 3 applications.

PROJECT ASSUMPTIONS

The following are major project assumptions associated with Stantec's project scope of work:

- The City's Department of Public Works would be available to assist in field verification of pipe and manhole locations and elevations as requested by Stantec.
- The City's existing GIS will be utilized in preparation of the sewer lining design.
- The existing subdivision plat information can be used to establish a majority of the right-of-way locations for this project with minimal field verification of irons and monuments.
- Within the sewer replacement sections, sewer service leads will be replaced from the new sewer lines, if any, up to the edge of the right-of-way consistent with GCDRC requirements. We assume that no easements will be necessary for replacement of service leads.
- The condition of the City's Sewer System was based on third party evaluations (Young's Environmental and by City staff) using CCTV and the PACP national standard rating system.
- Stantec evaluated the rehab needs based on the PACP reported condition ratings to develop the CIP/AMP. These needs will be re-examined during the Task 1, where warranted.
- Supplemental CCTV inspections, if needed, will be conducted by PACP certified City staff at the direction of Stantec.

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August 19, 2022
 Amber Abbey, DPW Deputy Director
 Page 5 of 7

Reference: Proposal for Professional Services for the Design of the SRF Phase 3

- No wetland delineation will be necessary for this project.
- No traffic study will be required.
- We have only accounted for a standard traffic control plan in our proposal.
- All permit applications fees, if any, will be paid by the City.
- Construction administration services are not included in this proposal. Stantec will be happy to provide a proposal for construction administration later.
- The City will retain a financial consultant and a legal consultant to comply with the financial and legal obligations under the SRF milestone schedule.
- Part 1 SRF application will be prepared by the City's financial consultant.
- User charge system study to satisfy EGLE's milestone schedule will be completed by others.
- Stantec will endeavor to meet EGLE's milestone schedule for a quarter 2.5 closing (May 2023) to allow the City to benefit from competitive winter bidding. This can only be achieved with timely design authorization (September 8) and EGLE's approval of the proposed review schedule shown below.
- The draft project priority list released by EGLE shows the City as outside the fundable range for SRF FY 2023. If this does not change with the final list, the City will need to determine alternate funding, and will not be subject to the SRF program requirements and milestone schedule. However, Stantec's scope presented here will remain substantially the same for the design of the Phase 3 Wastewater System Improvements.

Project Schedule

We propose to follow the critical schedule below, which is based on previous quarter 2.5 funding schedules, and will be refined as we work with EGLE to finalize. Once we finalize with EGLE, we understand that there is no float to this schedule, and we are committed to providing the necessary resources to meet the schedule.

August 19, 2022
 Amber Abbey, DPW Deputy Director
 Page 6 of 7

Reference: Proposal for Professional Services for the Design of the SRF Phase 3

ACTIONS	NO LATER THAN
City Council Authorization	September, 2022
Project Kickoff and Field Work	September 2022
Submittal of Draft Plans and Specifications	October 25, 2022
Submittal of Final Plans and Specifications	December 27, 2022
Publication of Bid Advertisement (no later than)	January 10, 2023
Opening of Bids (no later than)	February 15, 2023
City Council Resolution for Tentative Award	March 2, 2023
Loan Closing	May 6, 2023

Project Proposed Budget

Stantec proposes to complete tasks 1, 2, and 3 on a time and material basis for a Not-to-Exceed fee of \$199,250.

SRF Design -Segment 2		
Task 1	Preliminary Engineering (70%)	\$125,700
Task 2	Detailed Design, Plan Preparation and Contract Documents	\$ 48,550
Task 3	Bidding Assistance	\$ 13,500
	Geotechnical Investigation Allowance	\$ 11,500
TOTAL NOT-TO-EXCEED FEE*		\$199,250

The not-to-exceed budget amount stated above includes all fees for the work described in this proposal, including all reimbursable charges such as charges for sub-consultants and other specialized services.

*Please note that Stantec reserves the right to transfer budget between tasks outlined in the scope of work due to the possible occurrence of overlapping tasks but will not exceed the total amount stated above.

Please note that this work would be conducted under the General Engineering Services Agreement dated August 7, 2017.

If the above proposal meets your approval, 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.

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August 19, 2022
 Amber Abbey, DPW Deputy Director
 Page 7 of 7

Reference: Proposal for Professional Services for the Design of the SRF Phase 3

Regards,

Stantec Consulting Michigan Inc.

Stantec Consulting Michigan Inc.



Spencer Cain PE
 Project Engineer
 Phone: 734 214 1858
 Spencer.cain@stantec.com



Brian Simons PE, MBA, LEED-AP
 Senior Principal
 Phone: 734 214 2518
 brian.simons@stantec.com

By signing this proposal, the City of Burton authorizes Stantec to proceed with the services as listed below, please check all that apply:

This proposal is accepted and agreed on the _____ day of _____, 2022.

Per: City of Burton

 Print Name & Title

 Signature

Attachment: Project Milestone Schedule

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The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.



FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

2022 Fee Schedule

Title	Hourly Rate	Description
Construction Technician CAD Technician	\$99 - \$120	- Junior-level position - Independently carries out assignments of limited scope using standard procedures, methods, and techniques - Assists senior staff in carrying out more advanced procedures - Completed work is reviewed for feasibility and soundness of judgment - Graduate from an appropriate post-secondary program or equivalent - Generally, four years' work experience
Engineering Assistant Engineer-In-Training Construction Technician Administrative Support	\$124 - \$136	- Fully qualified professional position - Carries out assignments requiring general familiarity within a broad field of the respective profession - Makes decisions by using a combination of standard methods and techniques - Actively participates in planning to ensure the achievement of objectives - Works independently to interpret information and resolve difficulties - Graduate from an appropriate post-secondary program, with credentials or equivalent - Generally, six years experience
CAD Manager Designer Process Designer Project Engineer Senior Project Engineer Survey Manager Construction Technician Senior Civil Engineer Environmental Engineer Survey Crew Chief	\$147- \$166	- First level supervisor of first complete level of specialization - Provides applied professional knowledge and initiative in planning and coordinating work programs - Adapts established guidelines as necessary to address unusual issues - Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment - Graduate from an appropriate post-secondary program, with credentials or equivalent - Generally, nine years' experience
Associate Senior Associate Project Manager Field Services Manager Landscape Architect	\$172 - \$187	- Highly-specialized technical professional or supervisor of groups of professionals - Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise - Participates in short and long range planning to ensure the achievement of objectives - Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures - Reviews and evaluates technical work - Graduate from an appropriate post-secondary program, with credentials or equivalent - Generally, ten years' experience with extensive, broad experience
Principal Senior Principal	\$207 - \$248	- Senior level consultant or management function - Recognized as an authority in a specific field with qualifications of significant value - Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise - Independently conceives programs and problems for investigation - Participates in discussions to ensure the achievement of program and/or project objectives - Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects - Graduate from an appropriate post-secondary program, with credentials or equivalent - Generally, fifteen years' experience with extensive professional and management experience
Survey Crew	\$165 \$230	1 person crew 2 person crew

**Michigan Department of Environment, Great Lakes, and Energy (EGLE)
Clean Water State Revolving Fund (CWSRF) Project Milestone Schedule
for 2.5 Quarter Financing in Fiscal Year 2022
Anticipated Loan Closing on May 6, 2022**

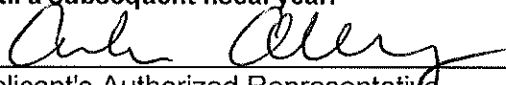
Applicant Name: City of Burton
Project Number: 5738-01 (Phase 2 of 5)
Project Description: Wastewater Collection System Improvements to Pipes and Manholes
to address various needs of Structural Integrity & Inflow and Infiltration (I/I)

<u>Milestone</u>	<u>By No Later Than</u>
Phase 2 Project Update (Confirm the Phase 2 Scope of Work & Project Cost Estimate (\$3,030,000))	Completed
Disclosure of any change(s) warranted based upon obtained field data (NOTE: Any change(s) outside of the EGLE approved Phase 2 Scope of Work will prompt an EGLE planning review of which may necessitate additional milestones Not identified within this schedule to achieve successful CWSRF loan financing and in turn, may require moving to a future CWSRF loan quarter financing target.)	September 20, 2021
Submittal of Draft Plans & Specifications and Basis of Design (Phase 2 only)	October 25, 2021
EGLE Comments on Draft Plans & Specifications (Phase 2 only)	November 26, 2021
Submittal of Final Plans & Specifications and Basis of Design (Phase 2 only)	December 27, 2021
Issuance of Construction Permit (Phase 2 only)	January 25, 2022
EGLE Approval of Plans & Specifications (Phase 2 only)	January 28, 2022
Submittal of CWSRF Application Part I (Phase 2 only)	January 7, 2022
Submittal of CWSRF Application Part II (Phase 2 only)	January 7, 2022
Submittal of CWSRF Application Part III (Phase 2 only) (including Resolution of Tentative Contract Award)	March 7, 2022
Publication of Bid Advertisement (Phase 2 only)	January 10, 2022
Opening of Bids (Phase 2 only)	February 15, 2022
Resolution of Tentative Contract Award by Governing Body (Phase 2 only)	March 2, 2022
EGLE Order of Approval* (Phase 2 only)	April 8, 2022
MFA Loan Closing (Phase 2 only)	May 6, 2022
Notice To Proceed Issued (Phase 2 only)	July 5, 2022

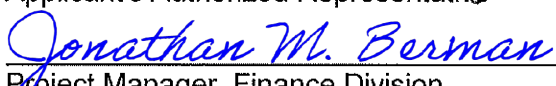
*contingent upon the availability of CWSRF funds

As the authorized representative for this project, I understand that failure to adhere to this schedule may result in the deferral of EGLE action on this project until a subsequent fiscal year.

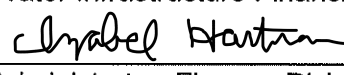
Accepted on 6-30-21

By: 
Applicant's Authorized Representative

Accepted on 07/01/2021

By: 
Project Manager, Finance Division
Water Infrastructure Financing Section

Approved on 7/6/2021

By: 
Administrator, Finance Division
Water Infrastructure Financing Section

Attachment: pro_abbey_srf_design_phase 3_20220819_signed_w_attach (5513 : Proposal for Professional Services for the design of the State



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

Meeting: 10/03/22 07:00 PM
Department: Controller's Office
Category: Budget
Prepared By: Jodi J. Holbrook
Department Head: Jodi J. Holbrook

K.6

SCHEDULED

AGENDA ITEM (ID # 5512)

DOC ID: 5512 A

Approve and authorize the following 2022-2023 budget amendment: Increase 2069-2069-931.0001 Repair and Maintenance for Burton Memorial Library by \$12,000; Decrease Senior Center Fund Balance by \$12,000.

ATTACHMENTS:

- Budget Amendment 2022-23 10-3-22 Library (DOC)

INTEROFFICE MEMORANDUM

To: Mayor Duane Haskins
From: Controller Jodi J. Holbrook
Date: September 28, 2022

Re: Memo of Explanation for
City Council Meeting of 10/03/2022

Mayor Haskins:

I am requesting that Council approve a budget amendment within the Senior Center Fund as follows: Increase 2069-2069-931.0001 Repair and Maint for Burton Mem Library by \$12,000; Decrease Senior Center Fund Balance by \$12,000.

This budget amendment is to cover the cost of windows that were budgeted for in the 2021-2022 fiscal year and the money was not spent. That allocation went back to the fund balance and needs to be re-allocated for this year.

Attachment: Budget Amendment 2022-23 10-3-22 Library (5512 : Budget Amendment Approve and authorize the following 2022-2023 budget