CITY OF BURTON

BURTON CITY COUNCIL MEETING

OCTOBER 4, 2021

AGENDA

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

4303 S. CENTER ROAD
BURTON, MI 48519

A. INVOCATION LED BY: GREG FENNER

B. THE PLEDGE OF ALLEGIANCE IS LED BY: GREG FENNER

C. ROLL CALL

D. APPROVAL OF AGENDA

E. STAFF PRESENT

F. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Sep 20, 2021 7:00 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) 9/15/21 to 9/28/21 in the amount of $5,907.00.

2. 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.

3. Approve and Authorize the Mayor and City Clerk to execute a contract with ROWE Professional Services Company, 540 S. Saginaw St. Ste 200 Flint, MI 48502, for Preliminary Engineering of 2022 CDBG Local Street Paving for Scottwood, Parkwood, and Bergin, at an estimated cost of $55,300, contingent upon approval of the City Attorney.

4. Approve and authorize the Mayor and Clerk to enter into a agreement for purchase and implementation of Operation and Maintenance software for the Storm Drain system to be added to the current asset management software from Cartegraph Systems, Inc. 3600 Digital Dr. Dubuque, IA 52003, With the purchase of the software, we are agreeing to a 3 year term, first year cost of $6,099.88, 2nd year at $6,282.88 and the 3rd year at $6,471.37.

5. Approve and authorize the transfer of $63,595.00 from local street unappropriated surplus to project 2022 CDBG Local Street Paving.

6. Budget Amendment Approve and authorize the following 2020-21 budget amendment: Add 2066 Federal Drug Law Enforcement Fund; Increase 2066-0000-390.0200 Federal Drug Law Enforcement Fund Balance – Restricted by $3,740.22; Decrease 2065-0000-390.0000 State Drug Law Enforcement Fund Balance by $3,740.22; Increase 2066-0000-955.0000 Drug Law Enforcement Related Expenses by $1,000.00; Increase 2066-0000-678.0001 Drug Forfeiture Cleared Revenue by $2,000.00.

7. Budget Amendment Approve and authorize the following 2020-21 budget amendment: Increase 1001-6090-959-7660 Holiday Decorations by $6,400; Decrease General Fund Balance by $6,400.

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

CITY OF BURTON

BURTON CITY COUNCIL MEETING

SEPTEMBER 20, 2021

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.

Minutes Acceptance: Minutes of Sep 20, 2021 7:00 PM (APPROVAL OF MINUTES)

A. INVOCATION LED BY: VAUGHN SMITH

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

C. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Councilman	Present	
Steven Heffner	President	Present	
Danny Wells	Councilman	Present	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Vice President	Present	
Deborah K Walton	Councilwoman	Present	
Christina Conley	Councilwoman	Present	

D. APPROVAL OF AGENDA

Mr. Martinbianco would like to remove item #7 from the agenda.

1. Motion to remove item #7 from the agenda.

   Mr. Smith stated I spoke with Mr. Abbey last week and he explained to me that according to the MERS by-laws, I am not eligible to be a delegate because I am not a member of MERS. I have no problem serving in this capacity but I want to follow the by-laws. Anyone on the council can go to the meeting but, we are not in MERS so we cannot vote. He asked for the City Attorney's opinion.

   Mr. Wells called point of order. Has anyone supported Mr. Martinibanco's motion?

   Mr. Heffner said, no.

   Mr. Wells offered support to continue the discussion.

   Mrs. Conley stated she wants to know why this wasn't brought up when we voted on it at the last meeting. I think Mr. Abbey voting is a conflict of interest because there are three Abbey's in MERS. I don't know who Jack Spillane is. How can I vote for someone I don't know?

   Mr. Martinbianco expressed his disagreement to MERS not allowing the Legislative body to have a place at the table.

Mr. Heffner stated if we vote this down, we will not have voting representation at the conference. We will only have representatives there to bring information back.

Attorney Doyle referenced section 78 of the annual meeting (MCL 38.1545) subsection 2 that was provided in the agenda back up material. A delegate has to be a member of the MERS system. Council nominates one delegate and the employees nominate the other.

Mr. Wells stated I don't remember doing this before. I read the MERS by-laws. What defines an officer of the city? MERS should have been here tonight to explain this to us.

Discussion continued regarding MERS by-laws, practices and deadline for making changes to delegates.

Motion by Mr. Martinbianco to call the question. No support.

RESULT:	**CARRIED [4 TO 3]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Danny Wells, Councilman
AYES:	Martinbianco, Wells, Smith, Conley
NAYS:	Heffner, Fenner, Walton

2. Motion to go into closed session after audience participation under section 8C of the Open Meeting Act for the purpose of contract negotiations.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Danny Wells, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

E. STAFF PRESENT

Duane Haskins, Mayor
Brian Ross, Police Chief
Racheal Boggs, City Clerk
Kirk Wilkinson, Fire Chief

F. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Sep 9, 2021 7:00 PM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

2. City Council - Special Meeting - Sep 13, 2021 7:00 PM

Minutes Acceptance: Minutes of Sep 20, 2021 7:00 PM (APPROVAL OF MINUTES)

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

G. ADMINISTRATIVE REPORTS

Mayor Haskins provided the following updates:

- The water tower painting project at Fire Station 1 will begin later this week for about four weeks. Water pressure could be impacted in that area.
- Center Road and Grand Traverse Road projects should be finished next week, weather permitting.
- There is a new scam involving a phone call asking people to provide drugs or apple cards in exchange for a hook-up. We have had two instances in Burton where someone came to residents homes. If this happens or someone you don't know comes to your door, call 911.
- Trick-or-Treat Trail is scheduled for Saturday, October 23rd 12PM-3PM at Bentley High School. We are looking for vendors and sponsors. More information is on our website.
- Project Heats On is also on Saturday, October 23rd. Applications are at City Hall and on our website.
- There was a robbery today at Chase Bank on Belsay Road. It is an ongoing investigation.
- Attorney Leadford is here requesting a closed session for contract negotiation strategy.
- Our speed radar trailers have arrived and are ready to be used. Residents can call 810-742-2542 to request to have one placed in your area.
- City Hall flooding issue is still ongoing. The best solution seems to be to reroute our roof drains away from the damaged tiles. I will provide more updates as I receive information.
- I ask that we keep County Commissioner Ellen Ellenburg and her family in our prayers for her husband's speedy recovery.
- The MERS delegate was placed on the agenda at the last meeting and when you changed the voting delegate, we notified MERS of the change and that is when they told us that delegates must be members. This is a mandate by The Municipal Employees Retirement Act of 1984 and a Michigan law. We put this information in your council packet for tonight's meeting to help explain that to you. There was no malicious intent. Removing this item from the agenda takes away our rights to vote at the MERS Conference.

Mr. Heffner asked for an update on local road projects.

Mayor Haskins stated residents can turn in petitions to the council. Council then decides whether or not to approve the 50/50 special assessment. There is no resolution needed because it is dictated by ordinance. You act on a case by case basis. No prior action is needed.

Attorney Doyle concurred with the Mayor. Special assessments are a statute which is bigger than an ordinance. There is a law we have to follow. Roads have their own act that we adopted via the ordinance. There is no resolution needed. A notice to the residents that the 50/50 match is available and the motion you made at the special meeting is the only thing that is needed. Once a decision is made by the residents to

Minutes Acceptance: Minutes of Sep 20, 2021 7:00 PM (APPROVAL OF MINUTES)

take advantage of this, then there are certain steps such as petitions and engineering. After that, the council will decide whether or not to contribute to the project.

Discussion ensued regarding MERS Conference dates and MERS by-laws.

Mr. Wells asked if the City Hall flooding is covered by our insurance and what the cost will be.

Mayor Haskins stated it took some time to figure out what he issues were and how to fix them. We should know more about insurance and cost in a couple weeks. I will keep you updated.

1. Motion to go into closed session after audience participation under section 8C of the Open Meetings Act for the purpose of contract negotiations

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Danny Wells, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

H. COMMITTEE REPORTS

Mr. Smith provided an update from the Planning Commission that Walker Farms will be building 215 condominiums on their property at Vassar and Atherton Roads. They would like us to put 1,700 feet of water lines in that area so they can connect to city water. The developer will be responsible for the additional infrastructure.

Mayor Haskins stated the main water line stops at Belsay and Atherton. They want the water line to continue down to the subdivision so they do not have to put wells in. The approximate cost is $120,000-$130,000 to run the main water trunk 1,700 feet down Atherton Road. I made is clear that the council would likely not get behind a special assessment inside the subdivision. This will benefit other subdivisions in the area and it will add an additional 200 water customers to the water system.

Mr. Fenner provided information from the 911 Consortium and DDA meetings. A vote was taken and passed at the September 14th 911 meeting to allow municipality's to sign service agreements with ambulance companies although, 911 stated they will not follow these contracts and will continue to dispatch the closest available ambulance. I don't know what that means for us.

Mrs. Conley announced the book sale at the library on September 25th from 10AM-4PM.

I. AUDIENCE PARTICIPATION

Cheryl Ross of Lapeer Road in Burton thanked the council for the demolition at 6076 Lapeer Road. She expressed concerns regarding the entire property being cleaned up properly when it is complete.

Nate Henry of Don Shenk Drive in Swartz Creek introduced himself as the new City of Burton DDA Member. He thanked the council for the opportunity.

City Council went into closed session at 7:53PM
City Council returned from closed session at 8:24PM

J. COUNCIL DISCUSSION

Minutes Acceptance: Minutes of Sep 20, 2021 7:00 PM (APPROVAL OF MINUTES)

Mr. Wells asked if the administration has received complaints regarding the food truck located on Davison Road. They received something saying they had to stop doing business and feel like they are being harassed.

Mayor Haskins stated we have not heard any complaints from anyone. If there were specific parameters set forth when the food truck was approved, he has to abide by those. If you had told me sooner, I could have checked into it before the meeting.

Mr. Smith provided an update from the Planning Commission regarding the approval of the food truck.

Discussion continued regarding stipulations set forth at the Planning Commission for the food truck on Davison Road including parking, traffic cones, tents, trash, use of a generator and approved time frame.

Mr. Smith stated he would like to make a motion to reconsider the removal of Agenda item #7.

1. Motion to reconsider the removal of Agenda item #7 to Approve and authorize Charles Abbey, Human Resources Director as the City of Burton MERS Conference Delegate and Jack Spillane as the City of Burton MERS Conference Alternate in accordance with section 78 (2) of the MERS Plan Document.

RESULT:	**CARRIED [4 TO 3]**
MOVER:	Vaughn Smith, Councilman
SECONDER:	Gregory Fenner, Vice President
AYES:	Heffner, Smith, Fenner, Walton
NAYS:	Martinbianco, Wells, Conley

2. Motion to remove item # 7 from the agenda.

RESULT:	**FAILED [3 TO 4]**
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Danny Wells, Councilman
AYES:	Martinbianco, Wells, Conley
NAYS:	Heffner, Smith, Fenner, Walton

K. COUNCIL ACTION

1. Approve and authorize the payment of Attorney Billing (Doyle) 9/1/21 to 9/14/21 in the amount of $6,324.00.

Minutes Acceptance: Minutes of Sep 20, 2021 7:00 PM (APPROVAL OF MINUTES)

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Christina Conley, Councilwoman
SECONDER:	Deborah K Walton, Councilwoman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

2. Approve and authorize the payment of Attorney Billing (Masud) 8/1/2021 to 8/31/2021 in the amount of $1,862.00.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Christina Conley, Councilwoman
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

3. Approve and authorize the acceptance of the low bid and allow the Mayor and Clerk to enter into a contract, contingent upon the submittal and approval of the required bonds and insurance documents, on behalf of the City of Burton with Bartman Excavating, 4068 Dowdall St. Flint, MI 48506, in the amount of $6,860.00 for the demolition of 1454 Carman St.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Danny Wells, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

4. Approve and authorize the acceptance of the low bid and allow the Mayor and Clerk to enter into a contract, contingent upon the submittal and approval of the required bonds and insurance documents, on behalf of the City of Burton with Bartman Excavating, 4068 Dowdall St. Flint, MI 48506, in the amount of $6,860.00 for the demolition of 3155 Hemphill Rd.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Gregory Fenner, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

5. Approve and authorize the acceptance of the low bid and allow the Mayor and Clerk to enter into a contract, contingent upon the submittal and approval of the required bonds and insurance documents, on behalf of the City of Burton with Bartman Excavating, 4068 Dowdall St. Flint, MI 48506, in the amount of $9,740.00 for the demolition of 6076 Lapeer Rd.

   Mr. Wells asked for a schedule of when the demolitions will take place.

   Mayor Haskins stated we do not have a schedule. Lapeer Road has an injunctive order so it will be delayed until November 1st.

   Mr. Martinbianco stated if we pass this tonight and the judge has given them until

Minutes Acceptance: Minutes of Sep 20, 2021 7:00 PM (APPROVAL OF MINUTES)

November, can we still sign a contract for demolition?

Attorney Doyle stated the contractor has agreed to hold off on this. We will not sign it until November 1, 2021.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Danny Wells, Councilman
SECONDER:	Deborah K Walton, Councilwoman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

6. Approve and authorize the acceptance of the Teamsters Collective Bargaining Agreement effective July 1, 2021 through June 30, 2025.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Danny Wells, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

7. Approve and Authorize Charles Abbey, Human Resources Director as the City of Burton MERS Conference Delegate and Jack Spillane as the City of Burton MERS Conference Alternate in accordance with section 78 (2) of the MERS Plan Document.

Mr. Martinbianco stated it is counterproductive that municipalities engaged with MERS do not allow the local unit of government that represents the employees to have a place at the table as a delegate. I will be voting against this. It is a problem with the state law. It is a conflict of interest for council not to be represented.

Mr. Wells stated I will be voting no also. A stipulation from MERS is for a judge to sign off on it. We have never had to do this before. I would like to see the vote result at the end of this.

Mrs. Conley asked if Mr. Smith can still go to the conference.

Mr. Smith stated I will be there. He described the process of voting at the MERS conference.

Mr. Fenner stated I am voting yes for this because I want us to have a vote.

Discussion continued on the MERS and the MERS conference.

RESULT:	**CARRIED [4 TO 3]**
MOVER:	Gregory Fenner, Vice President
SECONDER:	Vaughn Smith, Councilman
AYES:	Heffner, Smith, Fenner, Walton
NAYS:	Martinbianco, Wells, Conley

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

Minutes Acceptance: Minutes of Sep 20, 2021 7:00 PM (APPROVAL OF MINUTES)

Meeting was adjourned at 8:57 PM.

Minutes Acceptance: Minutes of Sep 20, 2021 7:00 PM (APPROVAL OF MINUTES)

Approve and authorize the payment of Attorney Billing (Doyle) 9/15/21 to 9/28/21 in the amount of $5,907.00.

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 & Sons application (PDF)

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

Application for Sewer & Water Installer License

Date: 9-16-2021 **License Expiration:** 10-6-2021

Name of Applicant: Daryl T. Little

Applicant Address: 10281 E. Mt. Morris Rd Davison, MI 48423

Phone Number: (810) 691-3531 **Email:** office@waldorfandsons,inc.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 statement representations are true.

THIS APPLICATION MUST BE SIGNED BEFORE A NOTARY: _____
Signature of Applicant

Subscribed and sworn before me a Notary Public in and for the County of Genesee, State of Michigan this 17th day of September, 2021.

C:\Program Files (x86)\PDFConverter\temp\NVDC\970A9E2D-FA9E-4DC1-89F9-51FC3755497A\a5441d70-75e4-4b64-86a8-7af7cbd47da5.docx

Attachment: Waldorf & Sons application (5204 : Residential Sanitary Water & Sewer Installer's License)

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

Received From:
WALDORF & SONS
9118 N DORT HWY
MOUNT MORRIS MI 48458

Date: 09/23/2021 Time: 1:46:52 PM
Receipt: 110719577
Cashier: BRYCEA
Workstation: Drawer: 1

ITEM REFERENCE	AMOUNT
LICENSE LICENSE FEES INSTALLER 1001-0000-450.0000	$200.00
TOTAL	$200.00
CHECK 83460	$200.00
Total Tendered:	$200.00
Change:	$0.00

Attachment: Waldorf & Sons application (5204 : Residential Sanitary Water & Sewer Installer's License)

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 : 04/01/2020 to 04/01/2021

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 20th day of March, 2020.

United States Fire Insurance Company
Surety

By: _____
Dan Cusenza
Attorney-in-Fact

Attachment: Waldorf & Sons application (5204 : Residential Sanitary Water & Sewer Installer's License)

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

01129408920

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, ha made, constituted and appointed, and does hereby make, constitute and appoint:

John Foster, Dan Cusenza, James Slear, Heather Buonodono

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 bonc 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 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 i 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 Fi 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, 2021.

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 hereu affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

A. R. S.

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insuran 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.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins (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 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 20 day of March 2020

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

Attachment: Waldorf & Sons application (5204 : Residential Sanitary Water & Sewer Installer's License)

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 : 04/01/2020 to 04/01/2021

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 20th day of March, 2020.

United States Fire Insurance Company
Surety

By: _____
Dan Cusenza
Attorney-in-Fact

Attachment: Waldorf & Sons application (5204 : Residential Sanitary Water & Sewer Installer's License)

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

01129408920

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, ha made, constituted and appointed, and does hereby make, constitute and appoint:

John Foster, Dan Cusenza, James Slear, Heather Buonodono

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 bon 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 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 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 Fi 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, 2021.

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 hereu affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insura Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affi the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins (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 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 20 day of March 2020

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

Attachment: Waldorf & Sons application (5204 : Residential Sanitary Water & Sewer Installer's License)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/04/2020

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: Tiffany Settlemoir PHONE (A/C, No, Ext): (810) 629-1504 FAX (A/C, No): (810) 629-2822 E-MAIL ADDRESS: tsettlemoir@peabodyinc.com
INSURED Waldorf and Sons Inc. 9118 N Dort Hwy Mt Morris MI 48458	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Selective Way Insurance — 26301 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 20-21 COI Master **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			S2418302	04/04/2020	04/04/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			S2418302-BA	04/04/2020	04/04/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ 1,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			S2418302-UMB	04/04/2020	04/04/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		S2418302-WC	04/04/2020	04/04/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

City of Burton
4303 S Center Rd
Burton MI 48519-1449

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: Waldorf & Sons application (5204 : Residential Sanitary Water & Sewer Installer's License)

Approve and Authorize the Mayor and City Clerk to execute a contract with ROWE Professional Services Company, 540 S. Saginaw St. Ste 200 Flint, MI 48502, for Preliminary Engineering of 2022 CDBG Local Street Paving for Scottwood, Parkwood, and Bergin, at an estimated cost of $55,300, contingent upon approval of the City Attorney.

ATTACHMENTS:

- Proposal 2022 Local Street Paving (PDF)

ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention. sm

September 22, 2021

Mr. Pete Wingblad
Supt. of Engineering and Inspection
City of Burton
4093 Manor Drive
Burton, MI 48519

RE: 2022 Local Streets Paving Program
Design and Bidding Phase Engineering Proposal

Dear Mr. Wingblad,

ROWE Professional Services Company is pleased to submit this proposal to provide engineering services to prepare bidding documents to install a new hot mix asphalt surface on the following segments of gravel road:

- Bergin Avenue – Columbine Avenue to Fern Avenue (approximately 700 feet)
- Parkwood Avenue – 2205 Parkwood Avenue to Fern Avenue (approximately 375 feet)
- Scottwood Avenue – Barnes Avenue to Fern Avenue (approximately 1,550 feet)

It is our understanding the project consists of the following:

Hot Mix Asphalt Paving – All main line street areas that are currently gravel will be paved with 3.5 inches of new HMA. Existing paved surfaces adjacent (such as within the adjacent intersections) will be inspected and repaired as directed by the city.

Ditches and Drive Approaches – All existing ditches along the route will be regraded to ensure proper road and yard drainage. All driveway culverts will be replaced. Drive approaches will be repaired in kind as needed to match existing conditions. No work is proposed on the city's adjacent utilities, other than what is necessary to ensure that all ditches have a proper connection to the storm sewer system.

Sidewalks – Existing sidewalk ramps within the project scope area will be removed and replaced to meet current ADA requirements. A new sidewalk will be installed on the north side of Scottwood Avenue across the full extent of this segment of the work. It is anticipated that the sidewalk can be constructed in the available right-of-way with minimal modifications to the ditch design. Development of private property easements are not included in our scope of services.

Attachment: Proposal 2022 Local Street Paving (5208 : Agreement with Rowe Professional Services For PE For CDBG Local Street Paving)

SCOPE OF SERVICES

ROWE proposes the following scope of services for your consideration:

1. Request utility (both private and public) information to incorporate into project drawings. Existing topographic data collected in 2006 for these areas will be used as a base. Field work will be completed as needed to update the survey to include features that have changed or been added within the work areas since that time. Additional surface data will be collected along the north right-of-way line of Scottwood Avenue to verify the sidewalk design considers all such features, such as mature trees located on private property.
2. Develop project drawings for bidding. We anticipate the following sheets for this project:
   - Cover Sheet (1)
   - Note/Legend Sheet (1)
   - Alignment Sheet (1)
   - Construction Notes Sheet (1)
   - Detail Sheet (1)
   - Typical Cross-section Sheet (1)
   - Removal Sheets (4)
   - Plan and Profile Sheets (8)
   - Grading Sheets (2)
   - Signing Sheet (1)
   - Traffic Management Sheet (1)
   - Soil Erosion Control Key Sheet (1)
   - Standard Detail Sheets (1)
3. Assist the city in contracting with a geotechnical consultant to obtain subsurface borings to identify soil conditions for use in the design and construction. It is recommended that seven 5-foot-deep borings be obtained within the project limits to verify the depth of the existing gravel surface, and to help the contractor prepare for storm sewer and ditching work.
4. As the design progresses, we will develop an Engineer's opinion of construction costs to verify that the project is still within the anticipated budget. If overruns are identified, we will work with the city to review reductions in scope.
5. Meet with city staff to review 50 percent and 90 percent drafts, obtain feedback and revise the documents accordingly.
6. Notify and coordinate with the designated staff person from the Genesee County Metropolitan Planning Commission (GCMPC) to ensure compliance with the Community Development Block Grant (CDBG) requirements. Conduct a meeting with the GCMPC staff and the city to review the plans and bidding documents prior to obtaining their endorsement of the bidding documents.
7. Other than the GCMPC, we are not aware of any other outside agency permits that will be required for this project. As its own local enforcing agency, we will work with city staff to ensure that the project has the appropriate soil erosion and sedimentation control plan needed to issue an internal permit.
8. Assist the city with preparation of an advertisement for bids for the project, to be published in the local newspaper and to provide to contractor plan rooms. Copies of the bidding documents will be made available for bidders to purchase from ROWE.

Attachment: Proposal 2022 Local Street Paving (5208 : Agreement with Rowe Professional Services For PE For CDBG Local Street Paving)

9. Provide notification of the project letting to a specified list of contractors as directed by the GCMPC, in accordance with regular CDBG requirements.
10. Assist the city with the bid opening, prepare bid tabulation, and prepare a letter of recommendation of contractor award to the city.
11. Obtain, review, and coordinate execution of contracts, including bonds and insurance, from the contractor.

COMPENSATION

ROWE proposes to provide these services for a lump sum fee of $55,300. We will invoice the city monthly based upon the work completed during that billing period. Construction phase services are not included in this proposal; however, we can prepare a separate proposal to provide these services to the city if desired.

SCHEDULE

Per our previous discussions, we will not begin work on this project until after October 1, 2021, in order to meet your budget requirements. Otherwise, we can begin this work within two weeks of your authorization. A first draft of the plans can be completed in December 2021. Final plans will be ready for the city's review in January 2022. Bidding documents will be advertised for bids in either February or March, allowing for construction to start in June of 2022, following the end of the local school season.

CLARIFICATIONS TO OUR PROPOSAL

ROWE has prepared the following clarifications while developing this proposal:

- The project will be funded using CDBG funding that has been designated for the city's use on this project, supplemented as needed with local funds. The city will not be using CDBG funds to pay for ROWE's services related to this contract.
- The Contractor will be able to close the streets to through traffic during construction, making provisions for local access during the majority of the construction period.

ROWE appreciates the opportunity to provide this proposal and is looking forward to assisting the City of Burton with this project.

Please contact me on my cell phone at (248) 318-1492 if you have any questions.

Sincerely,
ROWE Professional Services Company

Paul T. O'Meara, PE
Project Manager

Attachment: Proposal 2022 Local Street Paving (5208 : Agreement with Rowe Professional Services For PE For CDBG Local Street Paving)

Having reviewed this proposal, including the attached statement of terms and conditions which is a part thereof, acceptance of this proposal is hereby confirmed. ROWE Professional Services Company is authorized to proceed with the work.

Accepted by:

_____

Signature Date

_____

Print Name and Title

Attachments: Terms and Conditions

\\CAD\Projects\PROPOSAL\P. O'Meara\City of Burton\Proposal 2022 Local Street Paving.docx

Attachment: Proposal 2022 Local Street Paving (5208 : Agreement with Rowe Professional Services For PE For CDBG Local Street Paving)

Attachment: Proposal 2022 Local Street Paving (5208 : Agreement with Rowe Professional Services For PE For CDBG Local Street Paving)

TERMS AND CONDITIONS

The Owner will designate a representative with the authority to provide direction, receive and review information, and make decisions regarding the project. Decisions and direction shall be provided in a timely manner, so as to not delay the project.

The Engineer will perform services in a timely manner, consistent with sound professional practice. The Engineer will strive to perform the services within the established schedule, if any. Services are considered to be complete when deliverables have been presented to the Owner.

The Owner will provide the Engineer with all available information pertinent to the site of the project and access to the project site.

The Engineer will assist the Owner in preparing applications and documents to secure approvals and permits. The Owner is responsible for payment of permit application fees and charges.

Services provided by the Engineer shall be performed with the care and skill normally exercised by other members of the profession practicing under similar conditions.

The Owner shall promptly notify the Engineer of defects or suspected defects in the work.

The Engineer's opinions of construction costs will be based upon experience and historical information.

The Engineer will be responsible for the safety precautions and programs of its employees only.

If the Engineer is reviewing work by contractors or others on behalf of the Owner, the Engineer may only recommend to the Owner that work which does not conform to the project requirements be rejected.

Payment for work completed shall be made within thirty days of invoicing. Unless otherwise provided, invoices will be submitted monthly as the work progresses.

In the event additional work is needed because of a change in scope or unforeseen conditions, the Engineer will submit a proposal defining the modified scope of work and any modifications to the schedule and fee for the Owner's approval.

This agreement may be terminated by either party with fourteen days written notice; however, the Engineer shall be paid for work completed prior to the date of termination.

All documents prepared by the Engineer in completing this work are considered the Engineer's property as instruments of service and are not intended for re-use by the Owner or others.

The Engineer is an independent contractor, responsible to the Owner for the results of this undertaking and is not an employee or agent of the Owner.

The Owner agrees to limit ROWE Professional Services Company's total liability to the Owner and any contractors on the project to the Engineer's fee of **$55,300**

The Owner and Engineer each bind themselves and any partners, successors, and assigns of the other party to this agreement. Neither party will assign, sublet, or transfer their interest in this agreement without the consent of the other party.

The terms of this agreement shall be governed by the laws of the State of Michigan. In the event a provision of this agreement is rendered unlawful, the remaining terms and provisions shall remain in effect.

In performance of this work, the Engineer will comply with their policies regarding non-discrimination against employees on the basis of race, color, religion, national origin or ancestry, age or sex.

Approve and authorize the Mayor and Clerk to enter into a agreement for purchase and implementation of Operation and Maintenance software for the Storm Drain system to be added to the current asset management software from Cartegraph Systems, Inc. 3600 Digital Dr. Dubuque, IA 52003, With the purchase of the software, we are agreeing to a 3 year term, first year cost of $6,099.88, 2nd year at $6,282.88 and the 3rd year at $6,471.37.

ATTACHMENTS:

- PA05495 City of Burton-MI 092021 (PDF)

Cartegraph

City of Burton

Cartegraph Solutions Purchase Agreement

PA#: PA-005495
Date Prepared: 9/20/2021
Date of Expiration: 9/30/2021

For any questions or assistance, please contact:

Ryan Lucia
Account Manager
Phone: 563-557-3374
Mobile: +1 5866510059
Email: ryanlucia@cartegraph.com

Cartegraph Systems LLC
3600 Digital Dr
Dubuque, IA 52003-8962

http://www.cartegraph.com

Toll Free: (800) 688-2656
Phone: (563) 556-8120
Fax: (563) 556-8149

Attachment: PA05495 City of Burton-MI 092021 (5209 : Cartegraph Asset Management Software)

Purchase Agreement

Cartegraph Systems LLC is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between City of Burton (hereinafter referred to as "City of Burton", or "Customer") and Cartegraph Systems LLC (hereinafter referred to as Cartegraph). In the case that any terms or conditions provided in the Cartegraph Solutions Agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Cartegraph Solutions Agreement shall control.

CUSTOMER ADDRESS:

City of Burton
4303 S Center Rd
Burton, Michigan
48519

LICENSEE ADDRESS:

City of Burton
4303 S Center Rd
Burton, Michigan
48519-1449

The following Addendums are attached to the Purchase Agreement and are incorporated by reference:

ADDENDUM A - SOLUTIONS SUPPORT
ADDENDUM B - Not Used
ADDENDUM C - SOLUTIONS AGREEMENT can be found at https:/www.Cartegraph.com/solutions- agreement
ADDENDUM D - Not Used
ADDENDUM E - Not Used
ADDENDUM F - Not Used

Attachment: PA05495 City of Burton-MI 092021 (5209 : Cartegraph Asset Management Software)

Investment Summary

The following section describes Purchase Agreement line items for Customer's Solution. Based on the core needs that have been identified and understanding the organization's budgeting and funding cycle, Cartegraph is providing the following Solution configuration.

Term 1 - 9/30/2021 - 9/29/2022 - Subscription

No.	Product	Code	Quantity	Price
1	OMS Plus	OMSPLS	1	USD 0.00
2	Stormwater Domain	DOM007	1	USD 3,599.88
3	OMS User	OMSUSR	5	USD 2,500.00
		Term 1 - 9/30/2021 - 9/29/2022 - Subscription TOTAL:		USD 6,099.88

Term 2 - 9/30/2022 - 9/29/2023 - Subscription

No.	Product	Code	Quantity	Price
1	OMS Plus	OMSPLS	1	USD 0.00
2	Stormwater Domain	DOM007	1	USD 3,707.88
3	OMS User	OMSUSR	5	USD 2,575.00
		Term 2 - 9/30/2022 - 9/29/2023 - Subscription TOTAL:		USD 6,282.88

Term 3 - 9/30/2023 - 8/30/2024 - Subscription

No.	Product	Code	Quantity	Price
1	OMS Plus	OMSPLS	1	USD 0.00
2	Stormwater Domain	DOM007	1	USD 3,819.12
3	OMS User	OMSUSR	5	USD 2,652.25
		Term 3 - 9/30/2023 - 8/30/2024 - Subscription TOTAL:		USD 6,471.37

Summary By Term - Includes Services & Subscriptions

Total Term 1	USD 6,099.88
Total Term 2	USD 6,282.88
Total Term 3	USD 6,471.37

Attachment: PA05495 City of Burton-MI 092021 (5209 : Cartegraph Asset Management Software)

Investment Notes:

- All pricing presented in this document is valid through the date of expiration. Any pricing concessions made are only applicable to this transaction and should not be assumed for future purchases.
- Purchasing the products presented in this document through any alternative procurement method other than that identified will require a revised price proposal which may include an associated price adjustment.
- Any applicable taxes are not included.
- Pricing does not include any applicable Esri ArcGIS licenses.
- Customer Purchase Order or Contract must reference the Cartegraph Purchase Agreement Number identified on the title page of this document for pricing to be valid.
- All pricing is in U.S. Dollars ($USD).
- Pricing is valid through 9/30/2021

Attachment: PA05495 City of Burton-MI 092021 (5209 : Cartegraph Asset Management Software)

Payment Terms and Conditions

In consideration for the Solutions provided by Cartegraph to Customer, Customer agrees to pay Cartegraph the Fees as described below:

DELIVERY
Upon execution of this Purchase Agreement, Cartegraph will provide the Solution Subscriptions and/or Services as detailed in the Investment Summary.

SOLUTION SUBSCRIPTION INVOICING
Customer shall be provided with the ability to access and use the Solution Subscriptions upon execution of this Purchase Agreement. The payment for the initial term is due upon execution of the Purchase Agreement. Payment for any subsequent renewal terms will be due in annual installments 15 days prior to the anniversary of the initial term in the amount(s) that follow:

- Term 1: $6,099.88
- Term 2: $6,282.88
- Term 3: $6,471.37

PAYMENT TERMS

- All payments are due Net 30 days from start date of invoice.
- All payments are to be in U.S. Dollars.

Attachment: PA05495 City of Burton-MI 092021 (5209 : Cartegraph Asset Management Software)

Acceptance

BY SIGNING BELOW, THE PARTIES AGREE THAT ALL USE AND ACCESS TO THE SOLUTIONS DESCRIBED IN THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE CARTEGRAPH SOLUTIONS AGREEMENT. THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PURCHASE AGREEMENT, THE CARTEGRAPH SOLUTIONS AGREEMENT, AND ALL OTHER AGREEMENTS AND ADDENDUMS SPECIFICALLY REFERENCED HEREIN.

Cartegraph Systems LLC:

By: _____
(Signature)

_____
(Type or Print Name)

Title: _____

Date: _____

City of Burton:

By: _____
(Signature)

_____
(Type or Print Name)

Title: _____

Date: _____

Attachment: PA05495 City of Burton-MI 092021 (5209 : Cartegraph Asset Management Software)

ADDENDUM A

Solutions Support

As part of the annual Solution Subscription fee identified in the above Investment Summary, Customer will receive the following support for the duration of the paid subscription Term.

TECHNICAL SUPPORT

1. Campus – www.cartegraph.com/campus
   Our User Assistance area is a convenient and easily shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph Solutions. Instantly access user tips, step-by- step guides, videos, and more.
2. Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050 and Live Chat
   When questions need answers and difficulties arise, count on our industry- leading Support team to provide the guidance and assistance you need. Live Chat is available within the product or through Campus. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.
3. Secure, Live Remote Support
   If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

TRAINING & EDUCATION SUPPORT

1. Convenient Online Resources
   All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.
2. Customer Led User Groups
   Meet and network with similar Cartegraph users in your region. Customer led User Groups allow you to find out what other organizations are doing to get more from their Cartegraph solutions and services.

RELEASES & UPGRADES

1. New Releases
   Be the first to know about all new Cartegraph releases, enhancements, and upgrades. Cartegraph is continuously innovating and enhancing the Cartegraph OMS collection of products and as a customer with an active subscription, you will receive each new release of the software.
   1. Your cloud-hosted site will be automatically upgraded by our System Consultants after the release is available. This way, you'll experience increased system performance while gaining timely access to the latest features and functionality.
   2. For your on-Premises Installation, our Technical Consultants will work with your organization's IT staff to receive the latest software release in a timely manner. This way, you'll experience increased system performance while gaining prompt access to the latest features and functionality
2. Service Packs
   A Service Pack consists of lower-severity bug fixes and/or small platform updates.
   1. If required, cloud-hosted sites will receive Service Packs as needed. These Service Packs are installed by the Cartegraph System Consultants.
   2. On-premises customers that contacted Cartegraph Technical Support about an issue that is resolved with the Service Pack, will be provided the service pack for installation. These on-premises customers can then schedule a time to install the Service Pack with our Technical Support team

Attachment: PA05495 City of Burton-MI 092021 (5209 : Cartegraph Asset Management Software)

3. Hot Fixes
   If an issue is determined to be a defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution.

Cartegraph will provide the Support Services only to Customer, provided that Cartegraph reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to the Solutions. Said support applies only to the most current version of the product and the previous version in succession.

All Support Services are dependent upon the use by Customer of the Solutions in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify the Solutions so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.

Attachment: PA05495 City of Burton-MI 092021 (5209 : Cartegraph Asset Management Software)

Approve and authorize the transfer of $63,595.00 from local street unappropriated surplus to project 2022 CDBG Local Street Paving.

Budget Amendment Approve and authorize the following 2020-21 budget amendment: Add 2066 Federal Drug Law Enforcement Fund; Increase 2066-0000-390.0200 Federal Drug Law Enforcement Fund Balance – Restricted by $3,740.22; Decrease 2065-0000-390.0000 State Drug Law Enforcement Fund Balance by $3,740.22; Increase 2066-0000-955.0000 Drug Law Enforcement Related Expenses by $1,000.00; Increase 2066-0000-678.0001 Drug Forfeiture Cleared Revenue by $2,000.00.

ATTACHMENTS:

- Budget Amendment 2021-22 10-4-21 Fed Forfeiture (DOC)

INTEROFFICE MEMORANDUM

To: Mayor Duane Haskins
From: Controller Jodi J. Holbrook
Date: September 30, 2021

Re: Memo of Explanation for
City Council Meeting of 10/04/2021

Mayor Haskins:

I am requesting that Council approve a budget amendment to add 2066 Federal Drug Law Enforcement Fund and make the changes as follows: Increase 2066-0000-390.0200 Federal Drug Law Enforcement Fund Balance – Restricted by $3,740.22; Decrease 2065-0000-390.0000 State Drug Law Enforcement Fund Balance by $3,740.22, Increase 2066-0000-955.0000 Drug Law Enforcement Related Expenses by $1,000.00, Increase 2066-0000-678.0001 Drug Forfeiture Cleared Revenue by $2,000.00.

This budget amendment is to add Fund 2066 Federal Drug Law Enforcement Fund to segregate the State and Federal Drug Law Enforcement Funds as required. The previously collected Federal Funds of $3,740.22 will be moved from Fund 2065 and that will now become the State Federal Drug Law Enforcement Fund. This is also to set up expected expenses of $1,000.00 and expected revenue of $2,000.00.

Attachment: Budget Amendment 2021-22 10-4-21 Fed Forfeiture (5212 : Budget Amendment)

Budget Amendment Approve and authorize the following 2020-21 budget amendment: Increase 1001-6090-959-7660 Holiday Decorations by $6,400; Decrease General Fund Balance by $6,400.

ATTACHMENTS:

- Budget Amendment 2021-22 10-4-21 P&R (DOC)
- Email (PDF)
- Christmas Pole Mounting Decorations 2021 (PDF)
- Christmas Quote (PDF)
- Christmas Quote 2 (PDF)

INTEROFFICE MEMORANDUM

To: Mayor Duane Haskins
From: Controller Jodi J. Holbrook
Date: September 30, 2021

Re: Memo of Explanation for
City Council Meeting of 10/04/2021

Mayor Haskins:

I am requesting that Council approve a budget amendment within the General Fund Budget in the Parks and Recreation Department as follows: Increase 1001-6090-959-7660 Holiday Decorations by $6,400; Decrease General Fund Balance by $6,400.

This budget amendment is to increase the total amount to $26,400 for the lowest cost of new holiday decorations for the city.

Attachment: Budget Amendment 2021-22 10-4-21 P&R [Revision 1] (5213 : Budget Amendment)

Amy M. Pattee

From: dawn@templedisplay.com
Sent: Wednesday, July 28, 2021 4:34 PM
To: Amy M. Pattee
Cc: tyler@templedisplay.com
Subject: Banners and wreaths
Attachments: TDLQ37918.pdf; TDLQ37922.pdf

Hi Amy,

I just spoke with Tyler and we would love to sell you the wreaths but you are in Bronners territory, if you could reach out to them they can help you.

I've attached the banner pricing for you in case you go that route, just let us know & thank you very much for the opportunity!

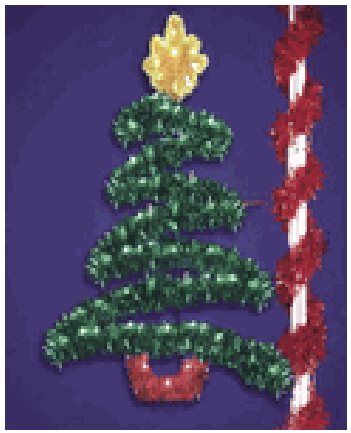
Thank you,
Dawn Harmon
Temple Display, Ltd.
114-C Kirkland Circle
Oswego IL 60543
P: 630-851-3331
www.templedisplay.com
http://catalog.templedisplay.com
http://catalog.templedisplay.com/banners
www.minleon-led-lighting.com

Attachment: Email (5213 : Budget Amendment)

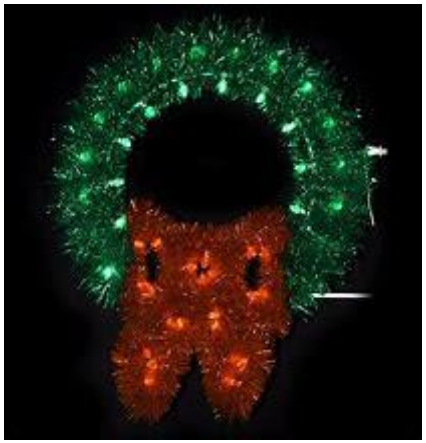
2021 Christmas Pole Mounted Decorations

Christmas Candle

Zig Zag Christmas Tree



Wreath with Bow



Candy Cane Swirl

Skyline

Bronner's Commercial Display: $39,095 plus shipping

Display Sale: $26,313 total

72 decorations are ordered plus the Merry Christmas Skyline. There are 60 decorations that will go on the poles on Saginaw St from Maple Rd to Hemphill Rd. The other 12 with the skyline will go down Manor Dr by City Hall and Police Station.

Attachment: Christmas Pole Mounting Decorations 2021 (5213 : Budget Amendment)

DISPLAYSALES

QUOTE

Display Sales
10925 Nesbitt Avenue S
Bloomington, MN 55437
P: 800-328-6195
F: 952-885-0099
www.displaysales.com

ESTIMATE	QO-330480-1
DATE	9/17/2021
EXPIRATION DATE	9/30/2021
CUSTOMER ID	515009

Ship To: Amy Pattee
City Of Burton
4303 S Center Road
Burton, MI 48519

Bill To: Amy Pattee

PREPARED BY	JOB	PAYMENT TERMS	REQUEST DELIVERY DATE
Ruth Koscielak			9/30/2021

QUANTITY	DESCRIPTION	UNIT PRICE			AMOUNT
1	4' DazzLED Gift Boxes Each Includes: 53 C7 LED Light Bar Bulbs One (1) - Black Pole Plate Two (2) - 40" Black Adjustable Straps				
1	4' DazzLED Candy Cane with Bow Each Includes: 49 C7 LED Light Bar Bulbs One (1) - Black Pole Plate Two (2) - 40" Black Adjustable Straps				
1	4' DazzLED Zig Zag Tree Each Includes: 31 C7 LED Light Bar Bulbs One (1) - Black Pole Plate Two (2) - 40" Black Adjustable Straps				
1	4' DazzLED Ornament Ball Each Includes: 60 C7 LED Light Bar Bulbs One (1) - Black Pole Plate Two (2) - 40" Black Adjustable Straps				
1	4' DazzLED Candle with Halo Each Includes: 40 C7 LED Light Bar Bulbs One (1) - Black Pole Plate Two (2) - 40" Black Adjustable Straps				
1	4' DazzLED Wreath with Bow Each Includes: 48 C7 LED Light Bar Bulbs One (1) - Black Pole Plate Two (2) - 40" Black Adjustable Straps				

Attachment: Christmas Quote (5213 : Budget Amendment)

DISPLAYSALES

QUOTE

PREPARED BY	JOB	PAYMENT TERMS	REQUEST DELIVERY DATE
Ruth Koscielak			9/30/2021

QUANTITY	DESCRIPTION	UNIT PRICE			AMOUNT
				SUBTOTAL	2,022.00
				SHIPPING & HANDLING	260.00
				SALES TAX	0.00
				TOTAL	2,282.00

Financing available.

To accept this quotation, sign here and return.

_____

Thank you for your business.

Attachment: Christmas Quote (5213 : Budget Amendment)

DISPLAYSALES

Terms & Conditions

GRAPHIC ART SERVICE:
Display Sales encourages customers to provide vector-based artwork so that the process of proofing and printing may proceed quickly without interruption. Otherwise, if artwork is unusable, graphic art services will be billed at $125 per hour to correct unusable art, redraw non-formatted art, or design and create custom imagery (per customer request). Alterations are $50 per hour. You will be contacted by one of our Graphic Arts team members and provided a proof. Send your artwork to: artwork@displaysales.com

PRODUCTION TIMEFRAMES:
Normal production time is 14 working days AFTER art proof is approved and down payment is received. Upon approval, rush requests will include a $50 fee.

TERMS:
- 50% down payment on orders for new customers.
- Check, non-cancellable purchase order, or credit card accepted for down payment.
- Balance due Net 20 days after final invoice.
- F.O.B. Display Sales - shipping & handling charges based on destination and size of order.
- Financing available for orders greater than $5,000.

WARRANTIES for DECORATIONS:
- Pro-rated - One SEASON equals (3) months.
- All invoices for products must be paid in full before warranty is in effect. Decorations protected by this warranty are intended for temporary, seasonal display.
- 6 SEASONS - Protection on steel frames and pole installation hardware.
- 3 SEASONS - Protection on decoration components: Pine and Metallic garlands (except white), electrical wiring harnesses, sockets, and plugs. Also included: heavy insulated 12-gauge and 14-gauge electrical wiring, and 16-gauge SureLock™ Wire sets.
- 1 SEASON - Powder coating.

NOT COVERED BY WARRANTY:
Damage or rusting caused by ice load; airborne road salt and/or other corrosives; bulb breakages/burnout/discoloring/fading; damage from electrical shorts or power surges; miniature light sets; rope light product; damage in transit; inappropriate handling/storage/installation; and products that are installed too low on light poles that lend themselves to vandalism and being hit by trucks. Any acts of Nature. Due to exposure to sunlight, all products are susceptible to some fading. White garland is not covered. Powder coating does not prevent rust but will diminish the rate of rust visibility.

All REPAIR and/or REPLACEMENT must be pre-approved by Display Sales customer service representative.

WARRANTIES for BANNERS:
Against ripping and/or tearing under normal conditions of use and service.
- VINYL Banners- 18 oz two-ply – 100% NOT pro-rated – 1 year after purchase.
- POLY CANVAS Banners – 100% NOT pro-rated – 1 year after purchase.
- WEATHERGUARD Banners – 100% NOT pro-rated for 3 years after purchase.
- BRACKET SYSTEMS - 100% NOT pro-rated for 5 years under normal conditions of use and service.

NOT COVERED BY WARRANTY:
Any banner greater than 30" x 80" in size or any banner not installed using a top and bottom rod pocket. Banners installed on spring-loaded brackets. Damage from acts of nature, vandalism, accidents, other hardware on pole, road vehicles, tree branches. Cracking of substrate due to poor installation. Failure to install bracket systems and banners according to Display Sales installation instructions or failure to store banners properly will void this warranty.

All REPAIR and/or REPLACEMENT must be pre-approved by a Display Sales customer service representative.

WARRANTY RESPONSIBILITY:
Customer is responsible for the cost of removal, reinstallation and shipping incurred for merchandise being repaired or replaced. Customer participation is required to troubleshoot product issues, which will provide a timely resolution.

SHIPPING & FREIGHT RESPONSIBILITY:
All product is shipped via FOB origin Display Sales. Customer takes ownership of the product once it is picked up by the carrier and is responsible for it at that point. UPS, Fed EX, and LTL trucking companies are common carriers. Customer is responsible for counting the number of boxes delivered and inspecting the boxes for any visible damage. For LTL shipments, customer must sign the delivery receipt as “damaged” or “missing boxes” if this is the case. Display Sales is ineligible to file a freight claim on your behalf if this is not noted on the delivery receipt. Customer will then incur all product replacement costs. Freight charges after delivery may occur for additional servces rendered per customer request. For example, a call ahead of delivery, scheduling a delivery appointment, driver unloading the truck, residential delivery, change of delivery address, delivery inside an office, lift gate, and congestion fee based on limited access to delivery address. Customer agrees to pay all additional charges requested.

RETURN POLICY:
Returns are accepted within 30 days of purchase providing a proper Return Goods Authorization (RGA) number is first obtained. Please call 1-800-328-6195 to obtain your RGA number. Shipping charges are not refundable on orders that have been shipped. Items must be in their original condition and original packaging. No returns will be accepted, nor credit given for items not in their original condition. Restocking fees up to 25% may apply to items returned.

Attachment: Christmas Quote (5213 : Budget Amendment)

DISPLAYSALES

QUOTE

Display Sales
10925 Nesbitt Avenue S
Bloomington, MN 55437
P: 800-328-6195
F: 952-885-0099
www.displaysales.com

ESTIMATE	QO-037822-5
DATE	9/29/2021
EXPIRATION DATE	10/28/2021
CUSTOMER ID	142278

Ship To: Amy Clous
City of Burton
ATTN: Chris Howser
Department of Public Works
4093 Manor Drive
Burton, MI 48519

Bill To: Amy Clous
City Of Burton
4303 S Center Road
Burton, MI 48519

PREPARED BY	JOB	PAYMENT TERMS	REQUEST DELIVERY DATE
Ruth Koscielak		Net 20	10/28/2021

QUANTITY	DESCRIPTION	UNIT PRICE			AMOUNT
14	4' DazzLED Candy Cane Swirl Each Includes: 36 C7 LED Light Bar Bulbs One (1) - Black Pole Plate Two (2) - 40" Black Adjustable Straps Size : 4' Color : DazzLED Style : CC Swirl				
20	4' DazzLED Zig Zag Tree 16 AVAILABLE ON 9-28 Each Includes: 31 C7 LED Light Bar Bulbs One (1) - Black Pole Plate Two (2) - 40" Black Adjustable Straps Size : 4' Color : DazzLED Style : ZZ Tree				
20	4' DazzLED Wreath with Bow 14 AVAILABLE ON 9-28 Each Includes: 48 C7 LED Light Bar Bulbs One (1) - Black Pole Plate Two (2) - 40" Black Adjustable Straps Size : 4' Color : DazzLED Style : Wreath Bow				
12	4' DazzLED Candle with Halo Each Includes: 40 C7 LED Light Bar Bulbs One (1) - Black Pole Plate Two (2) - 40" Black Adjustable Straps Size : 4' Color : DazzLED Style : CandleHalo				
1	Merry Christmas Streetline - Garland				

Attachment: Christmas Quote 2 (5213 : Budget Amendment)

DISPLAYSALES

QUOTE

PREPARED BY	JOB	PAYMENT TERMS	REQUEST DELIVERY DATE
Ruth Koscielak		Net 20	10/28/2021

QUANTITY	DESCRIPTION	UNIT PRICE			AMOUNT
	Size : None Style : Merry Xmas				
				SUBTOTAL	22,791.00
				SHIPPING & HANDLING	1,240.00
				SALES TAX	0.00
				TOTAL	24,031.00

Financing available.

To accept this quotation, sign here and return.

_____

Thank you for your business.

Attachment: Christmas Quote 2 (5213 : Budget Amendment)

DISPLAYSALES

Terms & Conditions

GRAPHIC ART SERVICE:
Display Sales encourages customers to provide vector-based artwork so that the process of proofing and printing may proceed quickly without interruption. Otherwise, if artwork is unusable, graphic art services will be billed at $125 per hour to correct unusable art, redraw non-formatted art, or design and create custom imagery (per customer request). Alterations are $50 per hour. You will be contacted by one of our Graphic Arts team members and provided a proof. Send your artwork to: artwork@displaysales.com

PRODUCTION TIMEFRAMES:
Normal production time is 14 working days AFTER art proof is approved and down payment is received. Upon approval, rush requests will include a $50 fee.

TERMS:
- 50% down payment on orders for new customers.
- Check or credit card accepted for down payment.
- Balance due Net 20 days after final invoice.
- F.O.B. Display Sales - shipping & handling charges based on destination and size of order.
- Financing available for orders greater than $5,000.

SHIPPING & FREIGHT RESPONSIBILITY:
FOR ALL SMALL PACKAGE DELIVERIES (UPS, FEDEX, USPS, ETC): All shipments MUST be inspected at the time of delivery. The customer has 48 hours from the time of delivery to notify Display Sales of any shortage or damage to the order. After 48 hours it will be at the discretion of Display Sales to decide how to proceed.

FOR LTL/TRUCKLOAD DELIVERIES: Any damage or visible loss to your shipment MUST be noted on the delivery receipt (signed by the customer) at the time of delivery. In the event of loss or damage this must be done to file a claim. Display Sales is ineligible to file a claim on behalf of the customer if this is not done and the customer will be responsible for all replacement and/or repair costs
Display Sales is not liable for shipments lost, delayed, or damaged in transit. Claims be filed by the purchaser within 10 days to Transit Company. Purchaser is responsible for reviewing merchandise upon receipt to verify order and condition

RETURN POLICY:
Returns are accepted within 30 days of delivery (excluding shipping charges). The customer must contact Display Sales for a Return Merchandise Authorization (RMA) number before sending back the items. The customer is responsible for returning the merchandise and all related shipping costs. A restocking fee may apply, up to 25% of the product cost. If there is an issue with the shipment (other than loss or damage) the customer must contact Display Sales within 30 days of receiving the shipment to resolve the issue.

Returns are NOT accepted for custom or modified merchandise.

WARRANTIES for BANNERS & DECORATIONS:
Display Sales stands behind our products, however, on an occasion an issue may arise with a product. Please contact your sales representative at 800-328-6195 to discuss the issue and to see the details of warranty coverage.
Pictures of the product will be requested before we can fully determine the issue and attempt to resolve.
Customer is responsible for the cost of removal, reinstallation and shipping incurred for merchandise being repaired or replaced. Customer participation is required to troubleshoot product issues, which will provide a timely resolution.
All issues must be pre-approved by Display Sales for repairs or replacement.

Attachment: Christmas Quote 2 (5213 : Budget Amendment)