



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

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

A. INVOCATION LED BY: MR. SMITH

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

C. ROLL CALL

D. STAFF PRESENT

E. APPROVAL OF MINUTES

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

F. ADMINISTRATIVE REPORTS

G. COMMITTEE REPORTS

H. AUDIENCE PARTICIPATION

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

I. COUNCIL DISCUSSION

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Amanda Doyle) 08/16/17 to 08/29/17 in the amount \$6,482.35.
2. Approve and authorize the Attorney Billing (F. Jack Belzer) 07/01/17 to 07/25/17 in the amount \$9,450.00.
3. Approve and authorize the Mayor and City Clerk to execute a contract with ACE Saginaw Paving Co. 115 S. Averill Ave., Flint, MI 48506, for the Milling and Resurfacing of Maple Road from Dort Highway to Center Road and the north leg of Belsay Road to Vassar Road, for the Not-to-Exceed fee of \$148,360.80.

4. Approve and authorize the sale of Vacant Lot - E. Judd Rd., Parcel No. 59-31-527-244, to give first and final approval for the sale of this improved parcel to Ryburn L. Brown, 10084 Braemoor Dr., Grand Blanc, MI 48439 for the sum of \$500 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.
5. Approve and authorize the Monday, November 6, 2017 7:00 pm regular meeting of the Burton City Council be changed to Thursday, November 9, 2017 at 7:00 pm.

K. TABLED ITEMS

1. Approve and authorize the Mayor, Clerk, and Human Resources Director to enter into a contract with the DM Burr Group, 4252 Holiday Drive, Flint, MI 48507, for the purpose of hiring up to "4 Summer Labor Workers" for the periods of July 1, 2017 through October 31, 2017 and April 1, 2018 through June 30, 2018 for an amount not to exceed \$49,000.00.
2. Approve and authorize the Application for Wireless Communication System submitted by Verizon Wireless for the erection of a new 150' stealth monopole tower facility upon 2462 S. Genesee parcel ID# 59-22-400-006, wireless communication site to be located at the Northwest corner of Genesee Rd. and Atherton Rd. provided the applicant furnish a cash bond or performance bond in the amount equal to the cost for the removal of the facility prior to the issuance of a building permit.
3. Approve and authorize the Treasurer to adjust water rates in accordance with the recommended rates in the rate study review performed by Public Financial Management Inc.. as follows: Ready to Serve Charge - \$ per month 5/8" - 3/4" meter - \$30.65, 1" - \$52.11, 1.5" - \$107.28, 2" - \$205.36, 3" - \$459.75, 4" - \$827.55, 6" - \$1,839.00, 8" - \$3,065.00, 10" - \$6,589.75. Commodity Rate \$6.67/ccf.
4. Approve and authorize the Mayor and Clerk to sign a resolution authorizing the expenditure in excess of statutory limit in order to complete necessary maintenance and repair of the 1494 Gilkey Creek Drain, Courtland Center Branch a total estimated cost of \$76,169.99.



CITY OF BURTON
BURTON CITY COUNCIL MEETING
AUGUST 7, 2017
MINUTES

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

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

A. INVOCATION LED BY: MR. HASKINS

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

C. ROLL CALL

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

D. STAFF PRESENT

Paula Zelenko, Mayor
 Rik Hayman, Chief of Staff
 Ginger Burke-Miller, Controller

Teresa Karsney, Clerk
 Robert Slattery, DPW Director
 Sue Warren, Human Resources

E. APPROVAL OF MINUTES

1. City Council - Public Hearing - Jul 17, 2017 6:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Martinbianco, Haskins, Heffner, Hatfield, Conley, O'Keefe, Smith

2. City Council - Regular Meeting - Jul 17, 2017 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Martinbianco, Haskins, Heffner, Hatfield, Conley, O'Keefe, Smith

F. ADMINISTRATIVE REPORTS

Mayor Zelenko provided the following updates:

Request for closed session as permitted under Section 8 (c) and (h) of the OMA.
 John O'Brien from Drain Commissioners office on the water rates.

Budget books were put in Council boxes that was ordered by the court.
 Mrs. Bigsby has resigned as Burton Park and Recreation Director.
 We have been awarded the Iron Belle Trail grant.
 Mr. Slattery has completed the Judd Road traffic study.
 Gasoline leak at the police department. DEQ has been advised and we are taking the steps that they require.
 Flooding in the city hall lower lever.
 Respectfully ask for reinstatement of funding to the Clerk & Election Department.
 Mayor asked Council opinion on fluoridation of water once we switched over to KWA.

1. Pooled Cash Investment Report for 08/03/17.

G. COMMITTEE REPORTS

Mr. Smith stated the Planning Commission is working on the Master Plan.

Mrs. Conley stated the Patriot Run is September 9, 2017 and we are looking for volunteers.

Mr. O'Brien from the Drain Commissioner office explained the water rates.

1. Motion to go into closed session under the Open Meetings Act 8 (c) and (h) before audience participation.

Council went into closed session at 7:15 p.m.

Council came out of closed session at 8:22 p.m.

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

2. Motion to add as Item #20 to reinstate the funding to the Clerk & Election department to keep the Deputy Clerk in the following manner.

Decrease:

2007-2007-706.0000 Police Salaries Permanent by \$79,000.

2007-0000-591.1001 Contribution from General Fund by \$79,000.

1001-9099-999.2007 Transfer to Police Department by \$79,000.

Increase:

1001-1091-709.0000 Election Salaries Permanent by \$34,500.

1001-1091-719.0000 Election Fringe Benefits by \$24,400.

1001-2015-706.0000 Clerk Salaries Permanent by \$11,700.

1001-2015-719.0000 Clerk Fringe Benefits by \$8,400.00

Mr. Haskins brought up that during budget discussion the Deputy Clerk position was not the one that was to be cut. Also, on January 30, 2017 the Council voted to keep the receptionist as a temporary position until the end of the June 2017.

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

H. AUDIENCE PARTICIPATION

Council received comments from the following people:

Kenneth Hiller of Burton - Guard Rail at the end of Delaney Street.
 Karen Moffitt, Deputy Controller - SEIU Contract and discrimination.
 Genevieve Field of Burton - Nothing being done with the LGBTQ nondiscrimination ordinance.
 Dan Scheid (Genevieve Pastor) of Flint - Support of Genevieve and the LGBTQ nondiscrimination ordinance.
 Matthew Baldassarre of Novi - Support of the LGBTQ nondiscrimination ordinance.
 Andrew Lennox of Fenton - In support of the LGBTQ nondiscrimination ordinance.
 Jim Craig, Chairman for Park & Recreation of Burton - On Iron Belle Trail grant.
 Teresa Karsney, City Clerk - restore funding for the Deputy Clerk.

I. COUNCIL DISCUSSION

Council discussed the following:

LBGTQ Ordinance
 Vactor Truck Rental
 Funding for Deputy Clerk Position
 Number of total people in budget

1. Motion to add as Item #20 to reinstate the funding for the Deputy Clerk from the following accounts:

Decrease the following accounts:

4001-0000-887.0000 Clerk/Election Equipment by \$20,000
 1001-9099-999.2049 Transfer to Building Fund by \$35,000
 1001-2065-956.0401 Payment on Pension UAL by \$24,000

Increase the following:

1001-1091-709.0000 Election Salaries Permanent by \$34,500
 1001-1091-719.0000 Election Fringe Benefits by \$24,400
 1001-2015-706.0000 Clerk Salaries Permanent by \$11,700
 1001-2015-719.0000 Clerk Fringe Benefits by \$8,400.00

President Heffner opened up audience participation after motion was added.

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

2. Motion add as Item 21 to adopt resolution amending the current anti-discrimination policy of the City of Burton with sexual orientation, gender identity and gender expression as components.

President Heffner opened up audience participation after motion was added.

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

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Amanda Doyle) 07/12/17 to 08/01/17 in the amount \$6,357.50.

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

2. Approve and authorize the Attorney Billing (Masud) 06/01/17 to 06/28/17 in the amount \$4,403.42

City Council would like a tally of how much we have spent with Masud.

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

3. Approve and authorize the Mayor's re-appointment of Thomas Gorang, 6231 Willowdale Court Burton, MI 48509 to the City of Burton Planning Commission; term expiring August 2020.

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

4. Approve and authorize the Mayor's re-appointment of Deb Walton, PO Box 190273, Burton, MI 48529 to the City of Burton Planning Commission; term expiring August 2020.

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

5. Approve and authorize the waiver and release of special assessments and related fees owed to the City of Burton for parcel no. 59-31-529-015 in the amount of \$23,644.25 once sold, on the condition that Oxford Bank shall pay the remaining assessment amount of \$2,500.00 upon closing.

RESULT: **CARRIED [4 TO 3]**
MOVER: Steven Hatfield, Councilman
SECONDER: Christina Conley, Councilwoman
AYES: Martinbianco, Hatfield, O'Keefe, Smith
NAYS: Haskins, Heffner, Conley

6. Approve and authorize the ratification of the SEIU collective bargaining agreement for 2016-2020.

RESULT: **TABLED [UNANIMOUS]** **Next: 8/21/2017 7:00 PM**
MOVER: Dennis O'Keefe, Councilman
SECONDER: Vaughn Smith, Councilman
AYES: Martinbianco, Haskins, Heffner, Hatfield, Conley, O'Keefe, Smith

7. Approve and authorize the Mayor and Clerk to enter into a Professional Service Agreement with Plante & Moran, PLLC, 4444 W. Bristol Road, Suite 360, Flint, MI 48507.

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

8. Approve and authorize the issuance of a Covenant Deed with no amount of consideration to Edith Grimes, of 2295 E. Bristol Rd., Burton, MI 48529, of Vacant Lot - E. Bristol Rd., Parcel No. 59-29-576-021 and authorizing the Mayor and City Attorney to execute any and all documents required to effectuate this transfer of property.

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

9. Approve and authorize the sale of vacant lot - James St., Parcel No. 59-30-578-151, to give first and final approval for the sale of this improved parcel to Danny J. Lawrence, 4061 Pringle Ave., Burton, MI 48529, for the sum of \$750 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

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

10. Approve and authorize the Treasurer to adjust water rates in accordance with the recommended rates in the rate study review performed by Public Financial Management Inc.. as follows: Ready to Serve Charge - \$ per month 5/8" - 3/4" meter - \$30.65, 1" - \$52.11, 1.5" - \$107.28, 2" - \$205.36, 3" - \$459.75, 4" - \$827.55, 6" - \$1,839.00, 8" - \$3,065.00, 10" - \$6,589.75. Commodity Rate \$6.67/ccf.

RESULT: TABLED [UNANIMOUS] **Next: 8/21/2017 7:00 PM**
MOVER: Vaughn Smith, Councilman
SECONDER: Christina Conley, Councilwoman
AYES: Martinbianco, Haskins, Heffner, Hatfield, Conley, O'Keefe, Smith

11. Budget Amendment (Budget #1801-1804) Approve and authorize the following 2017-2018 budget amendment: Increase (2069-0000-691.0651 Community Development Block Grant Revenue) by \$34,700; Increase (2069-2069-977.7087 Community Development Block Grant Expenditures) by \$34,700; Increase (5091-0000-691.0651 Community Development Block Grant Revenue) by \$183,400; Increase (5091-5091-977.7087 Community Development Block Grant Expenditures) by \$183,400.

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

12. Budget Amendment (Budget #1805-1806) Approve and authorize the following 2017-2018 budget amendment: Increase (1001-0000-539.0002 Grant Revenue (State) - DNR Grant) by \$7,000; Increase (1001-6090-956.6090 DNR Expenditures) by \$10,000.

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

13. Budget Amendment (Budget 1807-1808) Approve and authorize the following 2017-2018 budget amendment: Increase (4001-0000-691.5013 Transfer from DDA) by \$3,000; Increase (4001-0000-908.0000) by \$3,000.

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

14. Budget Amendment (Budget 1809-1810) Approve and authorize the following 2017-2018 budget amendment: Increase (2006-0000-501.0010 Federal AFG Grant Revenue) by \$121,700; Increase (2006-2006-977.8010 Federal AFG FEMA Grant Expenditures) by \$121,700.

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

15. Budget Amendment (Budget #1811-1812) Approve and authorize the following 2017-2018 budget amendment: Decrease (5090-0000-390.0000 Unappropriated Surplus) by \$20,000; Increase (5090-5090-818.0000) by \$20,000.

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

16. Budget Amendment (Budget #1813-1814) Approve and authorize the following 2017-2018 budget amendment: Decrease (5091-0000-390.000 Unappropriated Surplus) by \$100,000; Increase (5091-5091-818.0000 Contractual Services) by \$100,000.

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

17. Budget Amendment (Budget #1815-1816) Approve and authorize the following 2017-2018 budget amendment: Increase (2006-0000-501.7081 AFG (Federal) Grant Revenue) by \$2,600; Increase (2006-2006-977.7081 AFG (Federal) Grant Expenditure) by \$2,600.

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

18. Budget Amendment (Budget #1817-1818) Approve and authorize the following 2017-2018 budget amendment: Decrease (4206-0000-390.0000 Unappropriated Surplus) by \$575,000; Increase (4206-0000-970.0000 Capital Outlay) by \$575,000.

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

19. Budget Amendment (Budget #1819 -1820) Approve and authorize the following 2017-2018 budget amendment: Decrease (2049-0000-390.0000 Unappropriated Surplus) by \$10,000; Increase (2049-2061-818.0000 Contractual Service) by \$10,000.

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

20. Motion to reinstate the funding for the Deputy Clerk from the following accounts:

Decrease the following accounts:

4001-0000-887.0000 Clerk/Election Equipment by \$20,000
 1001-9099-999.2049 Transfer to Building Fund by \$35,000
 1001-2065-956.0401 Payment on Pension UAL by \$24,000

Increase the following:

1001-1091-709.0000 Election Salaries Permanent by \$34,500
 1001-1091-719.0000 Election Fringe Benefits by \$24,400
 1001-2015-706.0000 Clerk Salaries Permanent by \$11,700
 1001-2015-719.0000 Clerk Fringe Benefits by \$8,400.00

Mr. Haskins stated he was voting no because it was clear in the budget meetings that it was the Record Tech position that was being cut from the budget not the Deputy Clerk.

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

21. Motion to adopt resolution amending the current anti-discrimination policy of the City of Burton with sexual orientation, gender, identity and gender expression as components.

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

K. TABLED ITEMS

1. Approve and authorize the Mayor, Clerk, and Human Resources Director to enter into a contract with the DM Burr Group, 4252 Holiday Drive, Flint, MI 48507, for the purpose of hiring up to "4 Summer Labor Workers" for the periods of July 1, 2017 through October 31, 2017 and April 1, 2018 through June 30, 2018 for an amount not to exceed \$49,000.00.

Meeting was adjourned at 11:25 PM.



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

Meeting: 09/05/17 07:00 PM
Department: City Council
Category: Attorney Billing
Prepared By: Teresa M. Karsney
Department Head: Teresa M. Karsney

J.1

SCHEDULED

AGENDA ITEM (ID # 3205)

DOC ID: 3205

**Approve and authorize the Attorney Billing (Amanda Doyle)
08/16/17 to 08/29/17 in the amount \$6,482.35.**



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

Meeting: 09/05/17 07:00 PM
Department: City Council
Category: Attorney Billing
Prepared By: Teresa M. Karsney
Department Head: Teresa M. Karsney

J.2

SCHEDULED

AGENDA ITEM (ID # 3195)

DOC ID: 3195

**Approve and authorize the Attorney Billing (F. Jack Belzer)
07/01/17 to 07/25/17 in the amount \$9,450.00.**



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

Meeting: 09/05/17 07:00 PM
Department: Department of Public Works
Category: Contract
Prepared By: Robert Slattery
Department Head: Robert Slattery

J.3

SCHEDULED

AGENDA ITEM (ID # 3196)

DOC ID: 3196

Approve and authorize the Mayor and City Clerk to execute a contract with ACE Saginaw Paving Co. 115 S. Averill Ave., Flint, MI 48506, for the Milling and Resurfacing of Maple Road from Dort Highway to Center Road and the north leg of Belsay Road to Vassar Road, for the Not-to-Exceed fee of \$148,360.80.

ATTACHMENTS:

- Contract - MILL AND RESURFACE MAPLE AVENUE2 - Dort-Center and Belsay-Vassar - 2017 (PDF)
- Bid Sheet - Maple Ave Mill and Pave - Ace-Saginaw (PDF)
- MoE re Maple Road Mill and Pave- Dort-Center and Belsay-Vassar ACE Asphalt - 2017 (DOCX)
- Bid Tab Mill and Resurface Maple Ave 2 (PDF)

CITY OF BURTON, MICHIGAN

**MILL AND RESURFACE MAPLE AVENUE
FROM DORT HIGHWAY TO CENTER ROAD
AND FROM
BELSAY ROAD NORTH LEG TO VASSAR ROAD**

SPECIFICATIONS AND CONTRACT DOCUMENTS

PAULA ZELENKO, MAYOR

Prepared By:

**CITY OF BURTON
4303 S. CENTER RD.
BURTON, MI 48519
PHONE (810) 743-1500**

ADVERTISEMENT
**MILL AND RESURFACE MAPLE AVENUE
FROM DORT HIGHWAY TO CENTER ROAD
AND FROM
BELSAY ROAD NORTH LEG TO VASSAR ROAD**

RECEIPT OF PROPOSALS

Sealed proposals for the contract to mill and resurface Maple Avenue from Dort Highway to Center Road and from Belsay Road north leg to Vassar Road will be received by the City of Burton Clerk's Office, 4303 S. Center Rd., Burton, Michigan, not later than **10:00 a.m.** local time on **AUGUST 27, 2017**. Immediately thereafter all bids received will be publicly opened and total prices read aloud in the Council Chambers. Any bid received after the time and date specified will not be considered.

General specifications, description and conditions upon which the bid proposal is to be based are attached hereto and incorporated herein.

Prevailing Wages are required for this project.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids which it deems to best serve the interest of the City.

1. INSTRUCTIONS TO BIDDERS

1.1 FORM. Each bid shall be made on the form prepared by the Purchasing Agent and included as one of the Contract Documents, and shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder.

1.2 EXAMINATION OF BID DOCUMENTS. Before submitting a proposal, bidders shall carefully examine the specifications and other contract documents, shall visit the site of work and shall fully inform themselves as to all existing conditions and limitations and shall indicate on the proposal the sum to cover the cost of all items included on the proposal form. Any questions about the scope of work may be directed to **Robert Slattery, DPW Director**, by sending an email to: **r.slattery@burtonmi.gov**.

1.3 DELIVERY OF PROPOSALS. Proposals shall be delivered by the time and to the place stipulated in the Advertisement. It is the sole responsibility of the bidder to see that their proposal is received in proper time. Any bids received after the bid opening date and time shall be returned to the bidder unopened.

1.4 SIGNING OF PROPOSALS. If the Bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth together with the signatures of all the partners. If the Bidder is an individual, his signature shall be inscribed. If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney shall be on file with the Owner prior to opening bids; otherwise the bid may be disregarded as irregular and unauthorized. If the Bidder is a corporation, then it shall attach a resolution of its board showing the authority of the person authorized to sign the contract.

1.5 CONSIDERATION OF PROPOSALS. Proposals are solicited on the basis of unit prices for work complete, as provided for and described in the bid proposal form. The preliminary estimates of quantities indicated, although given with as much accuracy as is practicable, are to be regarded as approximate only, and are for the general guidance of the Bidders as a basis upon which the different bids may be compared. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents.

1.6 REJECTION OF PROPOSALS. Proposals may be rejected if the Bidder fails to fill in any unit prices or if the unit prices are prepared in pencil. The Owner reserves the right to reject a proposal that does not comply with all the requirements of this document or any other documents; however, he may waive any minor defects or informalities at his discretion. Bidders who submit qualifying letters with their proposals may be disqualified at the Owners discretion. The Owner further reserves the right to reject any or all proposals. Collusion between Bidders shall be sufficient cause for the rejection of all proposals affected thereby.

The failure of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to his bid. Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and review of the drawings and specifications including addenda. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done. The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risk or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

1.7 INCREASE OR DECREASE IN QUANTITIES. The Owner reserves the right to increase or decrease the contract quantities without affecting the unit price of the item of work.

1.8 INTERPRETATION OF CONTRACT DOCUMENTS. If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the specifications, they may submit to the DPW Director, Robert Slattery, in an email for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be submitted to each person on record as receiving a set of the Contract Documents. Neither the City nor the DPW Director and/or Purchasing Director will be responsible for any other explanations or interpretations of the Contract Documents.

1.9 ADDENDA. Any addenda issued during the time of bidding, or forming a part of the Contract Documents provided to the Bidder for the preparation of their Proposal, shall be covered in the Proposal and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

1.10 NONDISCRIMINATION. In the performance of any Contract resulting herefrom, the bidder agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The bidder further agrees that every subcontract entered into for the performance of any Contract or resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, et seq, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq., and any breach thereof may be regarded as a material breach of Contract.

1.11 PROPOSAL GUARANTEE. Each proposal shall be accompanied by a certified check or bid bond acceptable to the City in an amount equal to at least five percent (5%) of the proposal, payable without condition to the City as a guaranty that the bidder, if awarded the contract, will promptly execute the Agreement in accordance with the proposal and the other

contract documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work. Bids that do not include a certified check or bid bond will be considered non-responsive and will be rejected. Company or personal checks will not be accepted as substitute for a certified check or bid bond.

1.12 PERFORMANCE BOND. The successful Bidder, simultaneously with the execution of the contract, will be required to furnish a faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract Amount. Said bond shall be secured from an insurance company satisfactory to the City. A bond form is included in the Contract Documents.

1.13 ACCEPTANCE OF PROPOSAL. The owner reserves the right to accept any proposal, to reject any proposal, and waive irregularities in proposals.

1.14 WITHDRAWAL OF PROPOSAL. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bids may be withdrawn after the opening of proposals without the consent of the Owner for a period of ninety (90) days after the bid closing. Should there be reasons why the contract cannot be awarded within this specified period, the bid hold period may be extended by mutual agreement between the Owner and Bidder.

1.15 LAWS AND REGULATIONS. The Contractor shall be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

1.16 TIME OF COMPLETION. The successful Bidder will be required to complete all work within the schedule specified in the proposal or by authorized extension without Liquidated Damages.

1.17 DISPOSAL OF DEBRIS. The Contractor will be responsible for proper disposal of all materials.

1.18 CONTRACTOR'S LIABILITY INSURANCE. Before starting work, and not less than 20 days before the insurance expiration date every year this Contract is in force, 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. The Contractor shall purchase and maintain such insurance as will protect him 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 or by an Subcontractor or by anyone

directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. 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.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.

C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, subject to limits of liability of not less than \$500,000 each person, \$1,000,000 each occurrence, and unlimited aggregate.

D. 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.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under any Indemnification clauses.

1.19 INDEMNIFICATION. For purposes of Indemnification as set forth in this section, City of Burton means the City of Burton, Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.

General Indemnification. The Contractor shall indemnify, defend and hold harmless the City of Burton from and against all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs, and all related costs and expenses (including reasonable attorney fees; and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any claim, demand, action, citation or legal proceeding against the City of Burton arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable provided that the Contractor is notified within 30 days from the time that the City of Burton has knowledge of such claims. This indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the conduct of the City of Burton.

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

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

1.21 DISQUALIFICATION OF BIDDERS. A previous failure on the part of any Bidder to perform a contract satisfactorily for lack of experience, equipment, or necessary capital will be sufficient cause for disqualification. Should it be discovered that a perspective Bidder has intentionally misled or deceived the Owner by falsifying or withholding information on previous job performances in order to gain acceptance, he shall be disqualified from bidding on this project or any future projects.

1.22 AWARD OF CONTRACT. Award will be made to a responsive and responsible bidder whose lowest bid is determined by the City to be in the best interest of the City. Each proposal shall have the unit prices and extensions checked for correctness. If discrepancies appear between the unit prices and extensions submitted, the unit price submitted for the particular pay item shall govern, and the dollar amount of the proposal adjusted accordingly. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price. No contract shall take effect until it is executed by all parties.

The successful Bidder will, upon approval by the Burton City Council, enter into contract, in the appropriate form, to furnish all labor, materials, tools, and construction equipment necessary for the full and complete execution of the work at and for the prices contained in his proposal, and he shall furnish to the Owner, such surety for the faithful performance of such contract and for payment of all materials used in the work and for all labor expended thereon and for the maintenance and guarantee of his work, and shall provide the Owner with such insurance certificates and policies as are prescribed in the Insurance Section of the Specifications.

1.23 LENGTH OF CONTRACT. Once executed, the terms and conditions of the Mill and resurface Maple Avenue from Dort Highway to Center Road and from Belsay Road north leg to Vassar Road Contract shall be in full force and effect from the date of award until work is complete and final payment is made.

1.24 PREVAILING WAGE REQUIRED. Compliance with Michigan's Prevailing Wage Law, P.A. 166 of 1965, establishing wage and fringe benefit rates, are to be paid on all City of Burton public works projects.

The successful Bidder will be required to submit a construction schedule to the Owner indicating the dates of completion of the various items of work. This schedule, when approved by the Owner, will become a part of the contract documents.

2. PROJECT SCOPE

2.1 The following is a description of the work to be performed:

Mill and resurface Maple Avenue from Dort Highway to Center Road, and from Belsay Road north leg to Vassar Road. Mill 1.0", place bond coat and pave with 5E3 HMA at approximately 135 #/SY, one lift. Make note of existing pavement markings including "Do Not Pass" zones and restripe the same as existing. Tie in cross streets and driveways as smoothly as is practicable.

All work shall be done in accordance with the 2012 MDOT Standard Specifications for Roadway and Bridge Construction and current MDOT Standard Details. All work shall be accomplished not later than October 14, 2017.

Quantities/Bid Sheet

Item Description	Units	Quantity	Unit Price	Extension
1. HMA 5E3	TN	1900		
2. MILL HMA 1"	SY	25,252		
3. TRAFFIC CONTROL	LS	1		
4. PAVEMENT MARKING, WATERBORNE 4" WHITE	LF	19,000		
5. PAVEMENT MARKING, WATERBORNE 4" YELLOW	LF	14,200		
6. PAVEMENT MARKING, WATERBORNE 24" STOP BAR	LF	96		
7. PAVEMENT MARKING, WATERBORNE LEFT TURN ARROW	EA	2		
8. MONUMENT BOX, ADJUST	EA	3		
9. MONUMENT BOX W/LID	EA	1		
10. MONUMENT BOX LID	EA	2		
Total				

CITY OF BURTON PROPOSAL FORM

This is the PROPOSAL of _____, hereinafter called the Bidder, to the City of Burton, a Michigan Governmental Corporation, hereinafter called the Owner.

The Bidder, having familiarized himself with the local conditions affecting the work, and having examined the contract documents including the Advertisement, Instruction to Bidders, Proposal, Agreement, Bonds, Insurances, Specifications and Addenda, hereby proposes to furnish all labor, materials, tools, equipment, utilities and transportation services, and to perform and fully complete all the work listed on the proposal form and/or described in the contract documents and specifications designated as **“MILL AND RESURFACE MAPLE AVENUE FROM DORT HIGHWAY TO CENTER ROAD AND FROM BELSAY ROAD NORTH LEG TO VASSAR ROAD”**. Work is to be completed by **October 14, 2017**.

The City of Burton reserves the right to accept or reject any or all bids in the best interest of the City. The Contractor's qualifications to complete the work in a timely and satisfactory manner will be considered in making the award.

The undersigned affirms that in making such proposal neither he nor any company that he may represent, nor anyone in behalf of him or company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, and further affirms that such proposal is made without regard or reference to any other bidder or proposal and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the City, he/she will within ten (10) consecutive calendar days after receiving council approval of such proposal, enter into contract in the appropriate form to furnish the labor, materials and equipment necessary for the MI and complete execution of the work, at and for the price named in his/her proposal. No contract is in effect until it is executed by all parties.

The undersigned affirms that he/she has examined the surface and subsurface conditions where the work is to be performed, the legal requirements and conditions affecting cost, progress or performance of the work and has made such independent investigations as the contract deems necessary.

The undersigned attaches hereto a bidder's bond in the sum of \$ _____ Dollars (\$ _____) as required in the Instructions to Bidders, and the undersigned agrees that, in case he/she shall fail to fulfill its obligations under the foregoing Proposal and agreement, the City may, at its option, determine that the undersigned has abandoned his/her rights and interests in such Proposal and that the certified check or bidder's bond accompanying their

proposal has been forfeited to the City; but otherwise, the Certified check or bidder's bond shall be returned to the undersigned upon the rejection of its proposal.

CONTRACT

CITY OF BURTON GENESEE COUNTY, MICHIGAN

THIS AGREEMENT MADE this _____ day of _____, 2017, by and between the City of Burton, a Michigan Governmental Corporation, herein called the "Owner", and doing business as(a Corporation) (Partnership) (Individual) and County of _____ and State of Michigan hereinafter called the "Contractor".

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

MILL AND RESURFACE MAPLE AVENUE FROM DORT HIGHWAY TO CENTER ROAD AND FROM BELSAY ROAD NORTH LEG TO VASSAR ROAD

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

The Contractor hereby agrees to 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. If a Contractor is awarded more than one contract, the completion time will be as determined under "Instruction to Bidders" with this total contract time applying to all contracts even though separate contracts have been awarded for each project. The Contractor further agrees to pay liquidated damages in accordance with the schedule set forth in the specifications for each consecutive calendar day thereafter for which a project is not completed.

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

This Contract shall remain in full force and effect until work is completed and final payment is made.

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

WITNESS:

CITY OF BURTON

Paula Zelenko, Mayor

Teresa Karsney, City Clerk

CONTRACTOR

Company Name

BY: Name & Title

Signature

Address

City, State, Zip

*Note: If Contractor is a Corporation,
Secretary should attest.*

SEAL

PERFORMANCE BOND

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

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT,

WHEREAS, the said _____, did, on the _____ day of
_____, 2017, enter into contract with the said Owner for the

MILL AND RESURFACE MAPLE AVENUE FROM DORT HIGHWAY TO CENTER ROAD AND FROM BELSAY ROAD NORTH LEG TO VASSAR ROAD

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

WITNESS our hands and seals this _____ day of _____, 2017.

WITNESSES:

	(seal) Principal
	(seal) Surety

Bid Sheet

Quantities/Bid Sheet

Item Description	Units	Quantity	Unit Price	Extension
1. HMA 5E3	TN	1900		
2. MILL HMA 1"	SY	25,252		
3. TRAFFIC CONTROL	LS	1		
4. PAVEMENT MARKING, WATERBORNE 4" WHITE	LF	19,000		
5. PAVEMENT MARKING, WATERBORNE 4" YELLOW	LF	14,200		
6. PAVEMENT MARKING, WATERBORNE 24" STOP BAR	LF	96		
7. PAVEMENT MARKING, WATERBORNE LEFT TURN ARROW	EA	2		
8. MONUMENT BOX, ADJUST	EA	3		
9. MONUMENT BOX W/LID	EA	1		
10. MONUMENT BOX LID	EA	2		
Total				

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION:**MILL AND RESURFACE MAPLE AVENUE FROM DORT HIGHWAY TO CENTER ROAD AND FROM BELSAY ROAD NORTH LEG TO VASSAR ROAD**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____ and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of
 _____ Dollars (\$ _____).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND and Insurances within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and Insurances within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2017.

(Owner)

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the NOTICE OF AWARD is hereby acknowledged by:

 this, the _____ day of _____, 2017.

By: _____

Title: _____

Bid Sheet

Quantities/Bid Sheet

Item Description	Units	Quantity	Unit Price	Extension
1. HMA 5E3	TN	1900	59 ⁰⁰	112,100 ⁰⁰
2. MILL HMA 1"	SY	25,252	0 ⁹⁰	22,726 ⁸⁰
3. TRAFFIC CONTROL	LS	1	8000 ⁰⁰	8000 ⁰⁰
4. PAVEMENT MARKING, WATERBORNE 4" WHITE	LF	19,000	0 ¹¹	2090 ⁰⁰
5. PAVEMENT MARKING, WATERBORNE 4" YELLOW	LF	14,200	0 ¹¹	1562 ⁰⁰
6. PAVEMENT MARKING, WATERBORNE 24" STOP BAR	LF	96	4 ⁵⁰	432 ⁰⁰
7. PAVEMENT MARKING, WATERBORNE LEFT TURN ARROW	EA	2	75 ⁰⁰	150 ⁰⁰
8. MONUMENT BOX, ADJUST	EA	3	300 ⁰⁰	900 ⁰⁰
9. MONUMENT BOX W/LID	EA	1	200 ⁰⁰	200 ⁰⁰
10. MONUMENT BOX LID	EA	2	100 ⁰⁰	200 ⁰⁰
Total				148,360 ⁰⁰

To: Paula Zelenko, Mayor
From: Robert Slattery, DPW Director
Date: August 30, 2017

Re: **Memo of Explanation for Agenda ID # 3196**
Regular Council Meeting of September 5, 2017

Proposal for Maple Road, Dort Hwy. to Center Rd. and from north leg of Belsay to Vassar,
Mill and Paving

Madam Mayor:

Agenda item wording:

Approve and authorize the Mayor and City Clerk to execute a contract with ACE Saginaw Paving Co. 115 S. Averill Ave., Flint, MI 48506, for the Milling and Resurfacing of Maple Road from Dort Highway to Center Road and the north leg of Belsay Road to Vassar Road, for the Not-to-Exceed fee of \$148,360.80.

Explanation:

As you know, we had had discussion with the Genesee County Road Commission to do a “pavement repair and chip seal” project on 2 sections of Maple Road: Dort to Center and Belsay to Vassar. The Road Commission’s estimate for these projects totaled \$136,496.22. This project was approved by Council. After further discussion with the Road Commission regarding our concerns with their method of doing this repair, and finding the Road Commission unwilling to modify the technique to our specification, and discussion with the City Engineer of the estimated cost of doing a more extensive and long lasting “mill and repave” project like we did on the section of Maple from Center to Belsay, we decided not to proceed with the chip seal project and instead seek bids for a mill and pave project.

We prepared a contract and let bids, and the low bid of \$148,360.80 was submitted by ACE Saginaw Paving, the same company that did the section from Center to Belsay. Since this much longer lasting fix is only \$11,865 more than the cost to do a chip seal, we recommend doing this fix and awarding the contract to Ace.

There will likely be a very small amount of shoulder “finish” work to be done too, but we can do this with our own forces.

Although when combined with the cost of the mill and pave project on the section of Maple Road from Center to the south leg of Belsay this exceeds the \$300,000.00 in the “Chip Seal” line item by \$26,710.75, sufficient funds can be moved from the DWRF Repairs line item in the same department to cover this shortfall.

[illegible]



SCHEDULED

AGENDA ITEM (ID # 3203)

DOC ID: 3203

Approve and authorize the sale of Vacant Lot - E. Judd Rd., Parcel No. 59-31-527-244, to give first and final approval for the sale of this improved parcel to Ryburn L. Brown, 10084 Braemoor Dr., Grand Blanc, MI 48439 for the sum of \$500 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- RbrownPA (PDF)

CONDITIONAL PURCHASE AGREEMENT
Conditioned upon ONE City Council Approval

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

For valuable consideration **THE CITY OF BURTON**, a municipal corporation, of 4303 S. Center Road, Burton, Michigan 48519, as Seller and Ryburn L. Brown a married man, of 10084 Braemoor Dr., Grand Blanc, MI, 48439 as Purchaser(s), agree to purchase, the following described real property, vacant land, located in the City of Burton, Genesee County, Michigan being legally described as:

Lot(s) Lot 222 WEBBER PLACE (01) FR 59-31-527-139
 More commonly known as: Vacant Lot - E. Judd Rd.
 Permanent Parcel #: 59-31-527-244

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

1. **PURCHASE PRICE.**

The Purchase Price for the above described property shall be \$500.00 payable in cash or certified funds at closing.

2. **DEPOSIT:**

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

3. **CLOSING:**

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

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

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

4. **TITLE:**

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

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

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

5. **CONDITION OF PREMISES:**

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

6. **TAXES:**

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

7. **ENTIRE CONTRACT:**

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

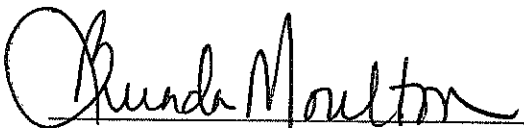
8. **BINDING EFFECT:**

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

9. **MISCELLANEOUS PROVISIONS:**

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

SIGNED IN THE PRESENCE OF:


 BREND A S. MOULTON
 PURCHASING AGENT

SELLER:

THE CITY OF BURTON

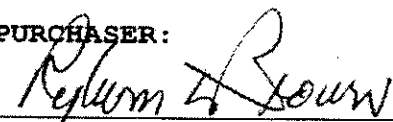
 BY: PAULA ZELENKO
 ITS MAYOR

Dated: _____

 BY: TERESA KARSNEY
 ITS CLERK

Dated: _____

PURCHASER:


 *
 Dated: 8/14/2017

*
 Dated: _____

Attachment: RbrownPA (3203 : Sale of City-Owned Property)



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

Meeting: 09/05/17 07:00 PM

Department: City Council

Category: Elections

Prepared By: Teresa M. Karsney

Department Head: Teresa M. Karsney

J.5

SCHEDULED

AGENDA ITEM (ID # 3204)

DOC ID: 3204

Approve and authorize the Monday, November 6, 2017 7:00 pm regular meeting of the Burton City Council be changed to Thursday, November 9, 2017 at 7:00 pm.



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

Meeting: 09/05/17 07:00 PM
Department: City Council
Category: Contract
Prepared By: Teresa M. Karsney
Department Head: Teresa M. Karsney

K.1

SCHEDULED

AGENDA ITEM (ID # 3199)

DOC ID: 3199

Approve and authorize the Mayor, Clerk, and Human Resources Director to enter into a contract with the DM Burr Group, 4252 Holiday Drive, Flint, MI 48507, for the purpose of hiring up to "4 Summer Labor Workers" for the periods of July 1, 2017 through October 31, 2017 and April 1, 2018 through June 30, 2018 for an amount not to exceed \$49,000.00.

ATTACHMENTS:

- DM Burr Contract 7-1-17 - 6-30-18 (DOCX)



SERVICE AGREEMENT

This agreement is entered into this 6th day of July, 2017, by and between **D. M. Burr Facilities Management, Inc.** (hereinafter referred to as Contractor), located at 4252 Holiday Dr., Flint, MI, 48507, and **The City of Burton.** (hereinafter referred to as Owner), located at 4303 S. Center Road, Burton, Michigan 48519.

RECITALS

Owner is the Owner and/or Operator of business property known as City of Burton located in Burton, MI. The business property, for convenience, will from time to time be referred as “the premises.”

Contractor is engaged in the business of furnishing light maintenance services including but not limited to lawn care, painting, light maintenance, flag duty, etc..

The Owner and Contractor desire to enter into an agreement whereby Owner will engage the Contractor to perform certain services on the premises under the terms and conditions set forth below.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Engages.** Owner hereby engages Contractor and Contractor agrees to work for Owner for the terms and conditions set forth below.
2. **Relationship of Parties.** The parties intend that an independent contractor/owner relationship will be created by this agreement. Owner is interested in the results to be achieved and the conduct and control of the work involved in performing this contract will be a joint effort with the Contractor and the Owner. The Contractor’s employees, officers, owners or agents are not an employee of the Owner and are not entitled to the benefits provided by the Owner to its employees, if any.
3. **Nature and Quality of Services to Be Performed.** Contractor agrees to perform services on the premises in accordance with the accompanying schedules attached hereto in a good and workmanlike manner.

Notification of deficiencies in the performance of the agreement may be made either of two ways:

- a. In writing (electronically, or otherwise), stating the exact nature of the deficiency.
- b. By telephone call to the Contractor.

In any event, Contractor shall acknowledge the alleged deficiency. After investigation, if Contractor is at fault, the deficiency shall be corrected immediately. If the deficiency is caused by factors other than the Contractor's error, Owner may, at extra charge, hire Contractor to correct deficiency.

4. **Frequency and Direction of Service.** Contractor will provide light maintenance services five (5) days per week in a reliable manner as outlined in the maintenance proposal dated April 26, 2013. The contractor agrees to provide labor at the express direction of the Owner five days per week.
5. **Disputes.** In the event suit of legal action is commenced to enforce any of the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs, including costs of appeal to be fixed by the Court hearing this matter.
6. **Indemnity.** Owner agrees that Contractor shall not be liable for liability or loss incurred by Owner for loss or damage or for personal injury, whether such liability or loss is incurred directly by Owner, or as a result of claims asserted against the Owner by others, and whether such property loss or damage or personal injury, except arising out of the willful negligence of the Contractor, by performance or nonperformance of obligations imposed by this Agreement, including those related to the hiring, training, supervision or retention of personnel, by Contractor, its agents or employees, except as caused by the sole neglect acts or omissions by the Contractor. In no event, however, shall Contractor be liable for incidental, special or exemplary damages or loss of profits, the Contractor's liability shall be for compensatory damages only.

Contractor shall carry and provide evidence of a minimum of \$1,000,000 for liability and \$2,000,000 excess liability coverage. Said certificates shall specify that Owner will be furnished with ten (10) days written notice prior to any cancellation of said coverage.

Contractor agrees to indemnify Owner against all liability and loss in connection with, and shall assume all liability for payment of all Federal, State, and Local taxes or contributions imposed or required under Unemployment Insurance, Social Security, Workers' Compensation, and Income Taxes with respect to Contractor or Contractor's employees engaged in the performance of the agreement.

7. **Termination.** This agreement may be modified from time to time as set forth above, and may be terminated in its entirety by either the Owner or the Contractor at any time by giving notice in writing of the desire to do at least thirty (30) days prior to the desired date of termination.

In no event will any notice of termination give rise to or result of any reduction of service by Contractor, or in any manner reduce or diminish the agreed amount due Contractor for any services performed under the terms of this agreement.

Owner agrees that during the period of this agreement, or for six (6) months after the termination thereof, that it will not employ, engage, or contract with any present or past employee of Contractor to perform any services outlined in this agreement.

8. **Prior Agreements.** This agreement supersedes any and all earlier agreements between Owner and Contractor, whether written or oral, relating to its subject matter.
9. **Severability.** In the case that any provision in this agreement is determined to be invalid or illegal, or unenforceable as written, both the Owner and Contractor intend and desire that such provision be enforced to the fullest extent allowed by law, and that the remainder of this agreement shall not be affected in any way.
10. **Modification.** This agreement is the final and complete agreement of the Owner and Contractor and supersedes and replaces all written and oral agreements heretofore made or existing by and between them. This agreement may not be modified in any respect except upon mutual agreement of the Owner and the Contractor in writing signed by each of them.
11. **Adjustments.** The prices set forth in this agreement are based on the present wage scales and other benefits prevailing in this locality, the services provided, and the frequency of work. In the event of any changes in the above conditions, the contract price may be increased or decreased however; the Owner will receive a written notification from the Contractor sixty days prior to any price changes, and will have to be mutually agreed upon before any price change is to go into effect.
12. **Healthcare Reform.** The parties agree to reopen and renegotiate terms of this agreement in the event laws related to the Affordable Care Act substantially increase the contractor's operating costs. In the event that the parties cannot agree on renegotiated terms, either party has the right to exercise the termination clause as written in Section 7 of this agreement.

13. **Supplies.** All equipment is to be furnished by the Owner and installed/utilized by the Owner.

14. **Fees.** Owner agrees to pay Contractor for Light Maintenance a rate of seven thousand dollars and 00/100 (\$7,000.00) per month.

The Contractor will send an invoice to the owner by the 20th of each month. The payment will be due within thirty days of the date of the invoice.

The Owner will pay a late charge of one percent (1%) per month on any past due amounts. The late charge will be included on the following month's invoice.

15. **Additions and Deletions.** Additions or deletions will be calculated and agreed upon, as provided in Section 12.

The term of this agreement will be one year and will commence on the 6th day of July, 2017, and end on the 30th day of June, 2018.

ACCEPTANCE:

D.M. Burr Facilities Management, Inc.

John Allen
Chief Operating Officer

Date

The prices, terms, and conditions of this agreement are satisfactory and hereby accepted. Contractor is authorized to do work as specified. Payments will be made as outlined above.

City of Burton

Date

Attachment: DM Burr Contract 7-1-17 - 6-30-18 (3199 : DM Burr Group for Summer Labor)



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

Meeting: 09/05/17 07:00 PM

Department: City Council

Category: Resolution

Prepared By: Teresa M. Karsney

Department Head: Teresa M. Karsney

K.2

SCHEDULED

AGENDA ITEM (ID # 3200)

DOC ID: 3200

Approve and authorize the Application for Wireless Communication System submitted by Verizon Wireless for the erection of a new 150' stealth monopole tower facility upon 2462 S. Genesee parcel ID# 59-22-400-006, wireless communication site to be located at the Northwest corner of Genesee Rd. and Atherton Rd. provided the applicant furnish a cash bond or performance bond in the amount equal to the cost for the removal of the facility prior to the issuance of a building permit.



SCHEDULED

AGENDA ITEM (ID # 3201)

DOC ID: 3201

Approve and authorize the Treasurer to adjust water rates in accordance with the recommended rates in the rate study review performed by Public Financial Management Inc.. as follows: Ready to Serve Charge – \$ per month 5/8” – 3/4” meter – \$30.65, 1” – \$52.11, 1.5” – \$107.28, 2” – \$205.36, 3” – \$459.75, 4” – \$827.55, 6” – \$1,839.00, 8” – \$3,065.00, 10” – \$6,589.75. Commodity Rate \$6.67/ccf.



TABLED

AGENDA ITEM (ID # 3182)

DOC ID: 3182

Approve and authorize the Mayor and Clerk to sign a resolution authorizing the expenditure in excess of statutory limit in order to complete necessary maintenance and repair of the 1494 Gilkey Creek Drain, Courtland Center Branch a total estimated cost of \$76,169.99.

HISTORY:

08/21/17 **City Council**

TABLED

Next: 09/05/17

Mr. Martinbianco stated there is state law on what the Drain Commission can charge for.

Mr. O'Keefe stated that two years ago the trees were cut back behind Home Depot, is it possible that they grew up that much.

Mr. Slattery asked what specifically will help council make a decision on this item?

Mr. Martinbianco stated the entire plan from the Drain Commission, maps, cost assessments and are the trees on the west side being cut.

Mr. Hatfield asked whose project is this?

Mr. Slattery stated it is the Drain Commission doing the assessment on the drain. it is a long term permanent fix.

Mr. Heffner asked, what do our residents get for the \$76,000?

ATTACHMENTS:

- MoE re Courtland Center Drain (PDF)
- Draft Assessment Distribution for Courtland Center Drain Maintenance (PDF)
- Resolution for Courtland Center Drain Maintenance (PDF)

To: Paula Zelenko, Mayor
From: Robert Slattery, DPW Director
Date: August 15, 2017

Re: Memo of Explanation for Agenda ID # 3182
Regular Council Meeting of August 21, 2017

Maintenance of 1494 Gilkey Creek, Courtland Center Branch

Madam Mayor:

Agenda item wording:

Approve and authorize the Mayor and Clerk to sign a resolution authorizing the expenditure in excess of statutory limit in order to complete necessary maintenance and repair of the 1494 Gilkey Creek Drain, Courtland Center Branch for a total estimated cost of \$76,169.99.

Explanation and background:

- The Courtland Center Branch of the Gilkey Creek Drain was installed as part of the Eastland Mall development. However, no provision was made for maintenance of the drain.
- Subsequently, adjacent property owners and others approached the City requesting that the City address flooding issues adjacent to the drain.
- The City then petitioned the County Drain Commissioner to create a Special Assessment District (SAD) and process for assessing the cost of ongoing and periodic drain maintenance.
- Recently, while doing routine maintenance on Gilkey Creek, the Genesee County Drain Commissioner inspector noticed significant erosion and bank sloughing into the drain. He also noticed that water from City-owned property on the west side of the drain making its way into the drain and carrying additional sediment.
- In order to effectuate a long-term stable solution to the recurring erosion and flooding issues, Genesee County Drain Commissioner has proposed to reshape the bank of the drain to reduce the slope angle, remove fallen trees and brush on the west bank of the drain, and fell and remove some other trees along the west bank as necessary to provide a stable bank and provide discharge of water from the City-owned property into the drain.
- Although other maintenance alternatives are available, including felling and simply windrowing (stacking), rather than removing, the trees and brush, or simply doing the periodic routine maintenance of clearing the eroded material from the drain without addressing the cause and without draining adjacent City-owned land, the proposed more extensive work is a more permanent solution that fits that well with the stated intended future use of the property as a City park, while enhancing the value of the property and preserving other options for uses that might be considered in the future.
- This alternative requires adoption of a resolution to “authorize expenditure in excess of the statutory limit.”
- If approved, this work can be scheduled to be done in this coming fall and winter.

Drain Number	SPID	Total Parcel Acres	District Parcel Acres	Drain Assessment Classification	Drain Problem Factor	Drain Access Factor	Apportionment	Assessment	Payment Status	Parcel Status
1494	25-59-10-300-006	1.02	1.02	C1 201	1.00	1.00	0.00000000	.00	EX	A
1494	25-59-10-300-007	1.51	1.51	C1 700	1.00	1.00	0.00000000	.00	EX	A
1494	25-59-10-300-012	5.29	5.29	C1 201	1.00	1.00	0.04423576	3,369.44	NP	A
1494	25-59-10-300-013	17.81	17.80	C1 201	1.00	1.00	0.05639201	4,295.38	NP	A
1494	25-59-10-300-014	1.17	1.17	C1 201	1.00	1.00	0.03269339	2,490.26	NP	A
1494	25-59-10-551-002	0.82	0.82	C1 201	1.00	1.00	0.02591875	1,974.23	NP	A
1494	25-59-10-551-033	10.88	3.65	C1 305	1.00	1.00	0.04108122	3,129.16	NP	A
1494	25-59-10-551-034	6.51	6.51	C1 201	1.00	1.00	0.04611231	3,512.37	NP	A
1494	25-59-10-551-035	0.95	0.95	C1 201	1.00	1.00	0.03000933	2,285.81	NP	A
1494	25-59-10-551-036	0.62	0.62	C1 201	1.00	1.00	0.01972180	1,502.21	NP	A
1494	25-59-10-551-037	0.62	0.62	C1 201	1.00	1.00	0.01968831	1,499.66	NP	A
1494	25-59-10-551-038	0.67	0.67	C1 201	1.00	1.00	0.02130069	1,622.47	NP	A
1494	25-59-10-551-039	0.27	0.27	C1 305	1.00	1.00	0.00854094	650.56	NP	A
1494	25-59-10-551-049	2.62	2.62	C1 201	1.00	1.00	0.03845191	2,928.88	NP	A
1494	25-59-10-551-050	1.15	1.15	C1 200	1.00	1.00	0.03261747	2,484.47	NP	A
1494	25-59-10-551-053	1.06	0.54	C1 700	1.00	1.00	0.01703675	1,297.69	NP	A
1494	25-59-10-551-054	0.93	0.93	C1 201	1.00	1.00	0.02949326	2,246.50	NP	A
1494	25-59-10-551-055	3.70	3.70	C1 201	1.00	1.00	0.04118328	3,136.93	NP	A
1494	25-59-15-100-001	0.69	0.63	R1 201	1.00	1.00	0.00693954	528.58	NP	A
1494	25-59-15-100-021	17.56	17.56	C1 201	1.00	1.00	0.05623895	4,283.72	NP	A
1494	25-59-15-100-023	1.92	1.92	C1 201	1.00	1.00	0.03613207	2,752.18	NP	A
1494	25-59-15-100-024	1.25	1.25	C1 200	1.00	1.00	0.03316226	2,525.97	NP	A
1494	25-59-15-100-025	2.01	2.01	C1 201	1.00	1.00	0.03646767	2,777.74	NP	A
1494	25-59-15-100-027	51.37	50.92	C1 201	1.00	1.00	0.06958234	5,300.09	NP	A
1494	25-59-88-888-888	0.00	7.51	AL	0.70	1.00	0.25700000	19,575.69	NP	A
							1.00000000	76,169.99		

131.64

**RESOLUTION
MAINTENANCE AND/OR REPAIR**

At a regular/special meeting of the governing body of CITY OF BURTON, Genesee County, Michigan, held in said CITY OF BURTON, on _____, at _____pm.

Present: _____ Absent: _____

The following resolution was offered by _____
and seconded by _____.

BE IT RESOLVED, that CITY OF BURTON make and cause to be filed a petition in form substantially as follows:

Whereas, the **Genesee County Drain Commissioner** has been requested to perform maintenance and/or repairs to the **1494 Gilkey Creek, Courtland Center branch** and;

Whereas, Section 196 of PA 40 of 1956 as amended requires the approval of the governing body of each township, city and village affected by 20% of the cost when the cost will exceed statutory limits and;

Whereas, the **Genesee County Drain Commissioner** has determined that the necessary repairs shall exceed the statutory limits.

Be it Resolved that the CITY OF BURTON does approve and authorize the expenditures in excess of the statutory limit in order to complete the necessary repairs and/or maintenance.

Be it further Resolved, that the SUPERVISOR and Clerk be and hereby authorized and directed to execute said resolution for and on behalf of the CITY of BURTON and to file same with the Drain Commissioner of the County of Genesee on this date: _____

ADOPTED: YEAS: _____ NAYS: _____

The Resolution was declared adopted.

X _____ SUPERVISOR, CITY OF BURTON

X _____ CLERK, CITY OF BURTON

STATE OF MICHIGAN }
 }
 COUNTY OF GENESEE} SS:

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by CITY OF BURTON, Genesee County, Michigan, at the meeting above indicated, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature, this _____ day
 of _____.

 _____CLERK, CITY OF BURTON