



CITY OF BURTON
BURTON CITY COUNCIL MEETING
JUNE 21, 2016
AGENDA

Council Chambers

Demo Hearing

5:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

A. ROLL CALL

B. STAFF PRESENT

C. 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.

D. PRESENTATION: MR. WORTHING WILL GIVE HIS PRESENTATION ON EACH PROPERTY AS THEY COME UP.

E. COUNCIL ACTION

1. THIS IS THE TIME FIXED FOR HEARING AND CONSIDERING ANY COMMENTS TO THE DEMOLITION UNDER CONSIDERATION, TO-WIT: 1356 Hemphill Road, Parcel ID #59-30-576-026.

RESOLUTION: APPROVE AND AUTHORIZE the Standard Resolution for Step V of the Burton City Demolition Procedure, determining said premises at 1356 Hemphill Road, Parcel #59-30-576-026 to be a public nuisance or hazard and to further require the owner(s) or occupant(s) to:

1. Immediate Demolition, with DPW given authorization to request sealed bids and the Structure to be razed within the thirty (30) days of Burton City Council's acceptance of the low bid and the City Attorney's approval of the contract documents for execution of a contract with the Mayor and Clerk, or
2. *Alter by repair the structure to Burton City Code with a Building Permit within _____ days, or
3. *Abate(tear down) the structure to Burton City Code with a Demolition Permit with _____ days, or
4. Postpone any further action for _____ days, based on the following circumstances:

The Burton City Council is to select one (1) of the above orders. The Department of Public Works recommends the immediate demolition, contingent upon Burton City Council's acceptance of the low bid.

*The Department of Public Works is hereby given the authority to demolish the structure(s) upon failure to comply with the Building Permit or Demolition Permit.



SCHEDULED

AGENDA ITEM (ID # 2441)

DOC ID: 2441

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ANY COMMENTS TO THE DEMOLITION UNDER
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ATTACHMENTS:

- 1356 Hemphill (PDF)

Demolition Packet

1356 Hemphill

June 21, 2016

At

5:00 p.m.

Attachment: 1356 Hemphill (2441 : 1356 Hemphill)



PAULA K. ZELENKO
Mayor

City of Burton

DEPARTMENT OF PUBLIC WORKS

4093 MANOR DRIVE
BURTON, MI 48519
PHONE (810) 742-9230
FAX (810) 742-8015
www.burtonmi.gov

*Dorothy called 9-8-15 3:30pm
inquired about cost of demo
she will ✓ into it.*

Certified Mail
With return receipt

September 3, 2015

Owner: Dorothy D Mienkwic
4031 Moulton Dr.
Flint, MI 48507

Reference Property: 1356 Hemphill Rd., Parcel ID of 59-30-576-026

Dear Sir or Madam:

Please be advised, because of the inactivity of your property (i.e., expiration of building permit, fire damage, condition of building), the dwelling may now be referred for placement on the City of Burton demolition list.

The purpose of the City of Burton demolition program is to get buildings that are a danger or nuisance either demolished or rehabbed to become "a productive member of society" once again. Vacant or rundown buildings cause blight and property values to lower not only of the property itself but also the properties surrounding it.

Please contact the building department within the next 10 days to make arrangements for first the necessary inspection, then to get your building permit renewed, to obtain a building permit to rehab, or to get a demolition permit. Failure to do so by September 17, 2015 will result in the City of Burton continuing demolition proceedings, which involves, but is not limited to, newspaper ads, title searches and complete cost of the demolition, of which all costs will be billed to the property owner and placed on the city taxes if not paid.

Thank you for your prompt attention to this matter.

Sincerely,

Stuart Worthing,
Building Official

Equal Opportunity Employer
Michigan Municipal League Member



Attachment: 1356 Hemphill (2441 : 1356 Hemphill)

7015 0640 0005 9527 9099

U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Certified Mail Fee \$ 3.45	
Extra Services & Fees (check box, add fee if applicable) ☒ Return Receipt (hardcopy) \$ 2.80 ☐ Return Receipt (electronic) \$ ☐ Certified Mail Restricted Delivery \$ ☐ Adult Signature Required \$ ☐ Adult Signature Restricted Delivery \$	
Postage \$.49	
Total Postage and Fees \$ 6.74	
Sent To 59-30-576-026 Street and MIENKWIC, DOROTHY D City, State 4031 MOULTON DR FLINT MI 48507	
PS Form 3811, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article/Addressed to: 59-30-576-026 MIENKWIC, DOROTHY D 4031 MOULTON DR FLINT MI 48507	COMPLETE THIS SECTION ON DELIVERY A. Signature ☒ Agent ☐ Addressee B. Received by (Printed Name) M. GRISWOLD C. Date of Delivery 9-5-15 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☒ No
2. Article Number (Transfer from carrier label) 7015 0640 0005 9527 9099	3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

Attachment: 1356 Hemphill (2441 : 1356 Hemphill)

REQUEST FOR INVESTIGATION
NUISANCE OR HAZARDOUS CONDITION OF PREMISES

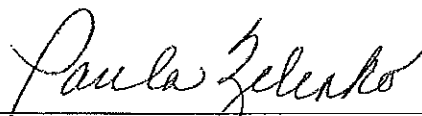
TO: Building Division, Department of Public Works

RE: Premises located at: 1356 Hemphill Rd. 59-30-576-026
City of Burton, Genesee County, Michigan, legally
described as:

N 60 FT OF LOT 85 BAKER PARK

Please investigate the above described premises and report to the Burton City Council regarding whether the condition of said premises constitutes a public nuisance or hazardous condition, dangerous to the health, safety, or welfare of the inhabitants of the City of Burton or those residing or habitually going near said premises. If so, set a Public Hearing date for the Burton City Council's action with the property owner's right to address the Burton City Council.

Date: November 18, 2015



Paula Zelenko, Mayor

Attachment: 1356 Hemphill (2441 : 1356 Hemphill)

INSPECTION REPORT FOR: 1356 Hemphill 59-30-576-026

DATE OF INSPECTION: April 12, 2016

The following violations were in evidence:

Roof is dilapidated

Siding is missing

Paint is peeling and chipped

Foundation is crumbling

Windows are boarded

Unsecured and open to possible vagrants

Graffiti on the side wall

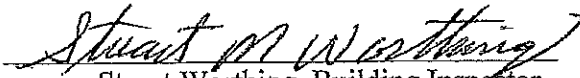
Porch is crumbling

Soffits and fascia are exposed to inclement weather

Yard is not being kept up

House tagged by the building department April 2014

No access to the interior


Stuart Worthing, Building Inspector

Attachment: 1356 Hemphill (2441 : 1356 Hemphill)



INVOICE

Invoice Date: **April 29, 2016**

Additional Info:

File Number: **25-16472442-SGP**

Property Address: **1356 E Hemphill Rd, Burton**

RE:

To:

City of Burton Dept of Public Works
4093 Manor Drive
Burton, MI 48519
Attn: Stuart Worthing

From:

Greco Title Agency
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114

Description	Amount
Search - Informational 2300 MI - Basic	\$250.00

Total Premium: \$250.00

Please Remit To and/or For Closing Information, Please Contact:

Greco Title Agency
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114

Thank you!

Attachment: 1356 Hemphill (2441 : 1356 Hemphill)



**Commitment for Title Insurance
Schedule A**

File No : 25-16472442-SGP

Commonly Known As: 1356 E Hemphill Rd, Burton, MI 48529

1. Effective Date: **April 05, 2016, at 8:00 am**
2. Policy or policies to be Issued: AMOUNT
 - (a) OWNERS POLICY TBD
Proposed Insured:
INFORMATIONAL
 - (b) LOAN POLICY
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

Dorothy Dawn Mienkwic
4. The land referred to in this commitment is situated in the City of Burton, County of Genesee, State of Michigan, as follows:

The North 60 feet of lot 85, Baker Park Subdivision, according to the plat thereof as recorded in Liber 11, Pages 2 and 3 of Plats, Genesee County Records.

COUNTERSIGNED:
GRECO TITLE AGENCY

Steven M. Greco
AUTHORIZED SIGNATORY

Greco Title Agency
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114

Agent for: CHICAGO TITLE INSURANCE COMPANY

This commitment valid and binding for a period of 90 days from the date hereof. Thereafter it is void and of no effect.
SCHEDULE A of this commitment--Page 1

Attachment: 1356 Hemphill (2441 : 1356 Hemphill)

**Schedule B-I
(REQUIREMENTS)**

File No: 25-16472442-SGP

The following requirements to be complied with:

1. Standard requirements as set forth in jacket.

NOTE: In the event the Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection at any Company office.

2. Instruments necessary to create the estate or interest to be insured must be executed by, delivered and duly filed for record.
3. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.
4. Pay the agreed amounts for the Title and/or the mortgage to be insured.
5. Pay us the premiums, fees and charges for the policy.

6. PAYMENT OF TAXES: Tax Parcel No.: 59-30-576-026

TAXES NOT EXAMINED.

Attachment: 1356 Hemphill (2441 : 1356 Hemphill)

Greco Title Agency
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114

Agent for: CHICAGO TITLE INSURANCE COMPANY

This commitment is invalid unless the insuring Provisions and Schedules A and B-II are attached.
SCHEDULE B-I of this commitment--Page 2

**Schedule B-II
(EXCEPTIONS)**

File No.: 25-16472442-SGP

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an accurate survey inspection of the Land or by making inquiry of persons in possession thereof of the Land.
3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any homestead exemption status for the insured premises.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
8. Right of Way vested in Consumers Power Company and Michigan Bell Telephone Company by instrument recorded in Liber 367, Page 235, Genesee County Records.
9. Building set back line over subject property as shown in instrument recorded in Liber 235, Page 237, and in Liber 317, Page 522, and in Liber 572, Page 228, Genesee County Records.
10. Easement for public utilities over the rear 2 feet as reserved in instrument recorded in Liber 235, Page 237, and in Liber 317, Page 522, and in Liber 572, Page 228, Genesee County Records.
11. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 235, Page 237, and in Liber 317, Page 522, and in Liber 572, Page 228, Genesee County Records.

NOTE: This commitment is issued for informational purposes only. Compliance with the requirements set forth herein will not result in the issuance of a final policy. Accordingly, said information is furnished at a reduced rate, and the Company's liability shall in no event exceed the amount paid for said information.

Greco Title Agency
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114

Agent for: CHICAGO TITLE INSURANCE COMPANY

This commitment is invalid unless the insuring Provisions and Schedules A and B-II are attached.
SCHEDULE B-II of this commitment--Page 3

Attachment: 1356 Hemphill (2441 : 1356 Hemphill)



PRIVACY POLICY NOTICE

Greco Title Agency and its family of affiliated companies, respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the Greco Title Agency Privacy Policy.

Greco Title Agency as an agent for Chicago Title Insurance Company provides title insurance products and other settlement and escrow services to customers. The Greco Title Agency Privacy Policy applies to all Greco Title Agency customers, former customers and applicants.

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements.

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at Greco Title Agency, please write us at: Greco Title Agency c/o 31440 Northwestern Highway, Ste. 100, Farmington Hills, Michigan 48334. Attn: Legal Resources.

Attachment: 1356 Hemphill (2441 : 1356 Hemphill)



Chicago Title Insurance Company

Commitment No. 25-16472442-SGP

COMMITMENT FOR TITLE INSURANCE

Issued by
Chicago Title Insurance Company

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

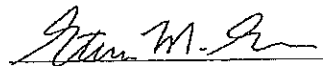
This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

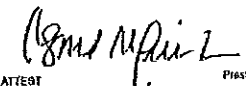
COUNTERSIGNED:
GRECO TITLE AGENCY
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114


Steven M. Greco
Authorized Signature

CHICAGO TITLE INSURANCE COMPANY

By:




ATTEST (President)

Secretary

Attachment: 1356 Hemphill (2441 : 1356 Hemphill)

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

Attachment: 1356 Hemphill (2441 : 1356 Hemphill)

May 24, 2016

Legal Publication
Burton View & Grand Blanc View Newspapers
Attn: Stacey Hulber
Email: legals@mihomepaper.com

Re: Notice of Demolition Hearings

Dear Ms. Hulber,

I am enclosing with this email a copy of notices of Demolition Public Hearings of the City of Burton. Please arrange for publication of these notices on Thursday, May 26, 2016 in the Burton View and the Grand Blanc View. There will be a total of 27 notices to print. Please inform me that you have received the email and that the date is appropriate.

Please send Proof of Publication and invoices to Ms. Brenda Moulton, Purchasing Agent at:
City of Burton
4303 S. Center Rd.
Burton, MI 48519

If you have any questions please contact my office at 810-742-9230 ext. 3109.

Attached is the notice of publication.

Thank you,
Stuart Worthing,
Building Official

Attachment: 1356 Hemphill (2441 : 1356 Hemphill)

**NOTICE TO PROPERTY OWNER / TAXPAYER OR OCCUPANT
PUBLIC HEARING
TO ABATE A NUISANCE OR HAZARDOUS CONDITION**

NOTICE IS HEREBY GIVEN:

1. That the City Council of the City of Burton, Genesee County, Michigan, has received a report of an investigation from the Building Division of the Department of Public Works on 18th day of April, 2016, relative to the premises owned or occupied by you located at: 1356 Hemphill, City of Burton, Genesee County, Michigan, legally described as:

N 60 FT OF LOT 85 BAKER PARK

2. That because of age or dilapidation, the accumulation of refuse or debris, or other condition or happening has become a nuisance or hazard dangerous to the public health, safety or welfare of the inhabitants of the City or of those residing on the premises or habitually going near such premises. The conditions causing the public hazard or nuisance are specifically as follows:

See Building Report on file with Building Dept. - 4093 Manor Drive; Burton, MI 48519, between the hours of 8:00 a.m. - 4:00 p.m.; Monday through Friday.

3. That the City Council will meet in City Hall at 5:00 p.m. on Tuesday, June 21, 2016, a Special City Council meeting, to hear and consider any objection or favorable comments by you or any interested party with respect to the nuisance or hazardous condition relative to an order to alter, repair, tear down, abate, or removal of said premises.
4. The City Council may order the work required to correct such nuisance or hazardous condition to be done by the City of Burton itself or by contract or hire. All costs incurred for the work, title search, or appraisal thereof will be assessed against the real property.

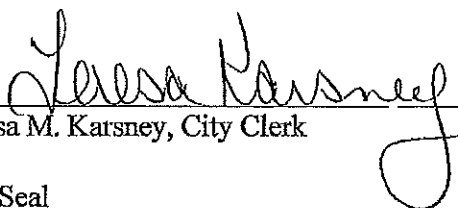
Owner/Taxpayer of Record – Title Search:

Name: Dorothy Mienkwic

Address: 4031 Moulton Dr.

City/State/Zip: Flint, MI 48507

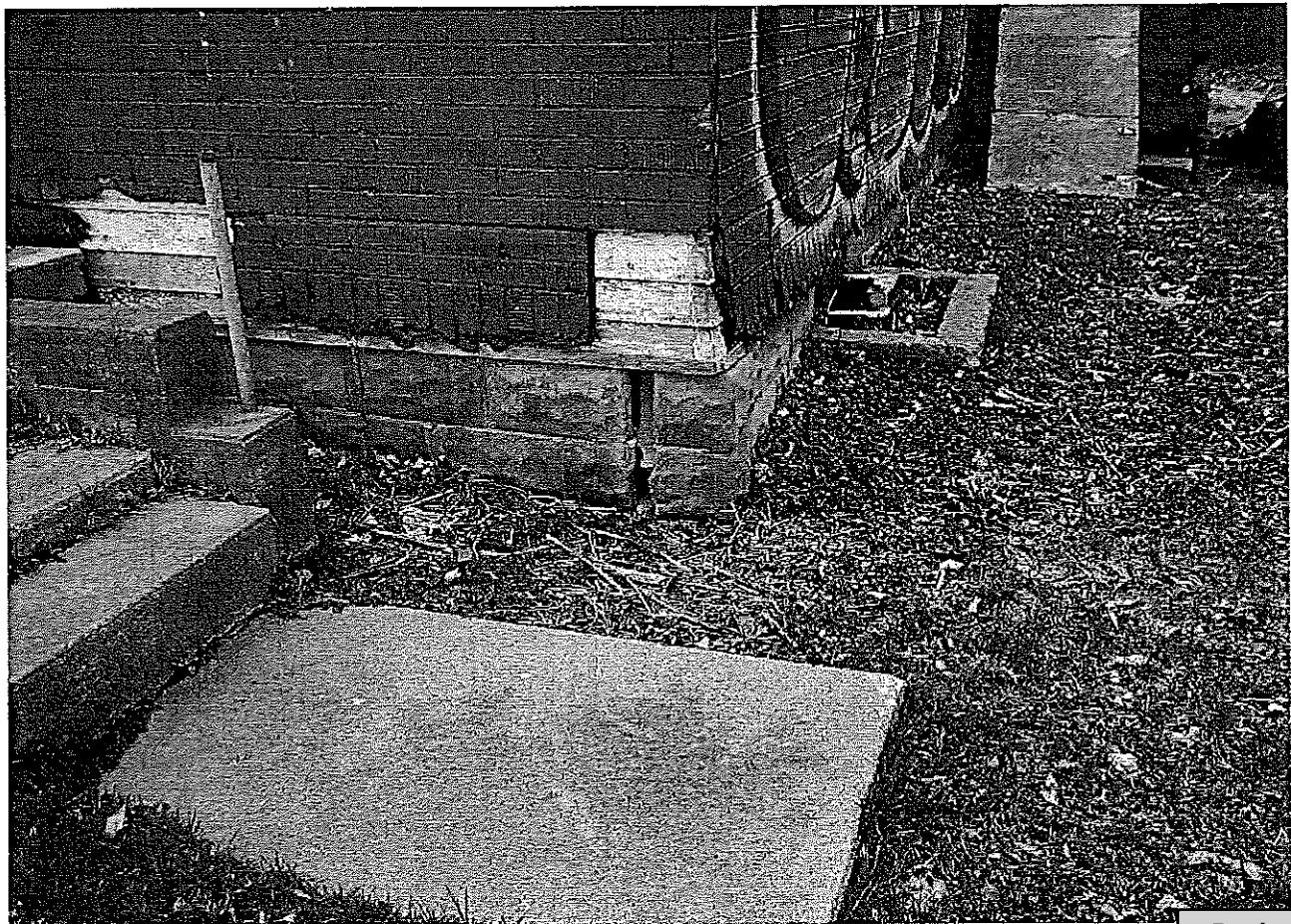
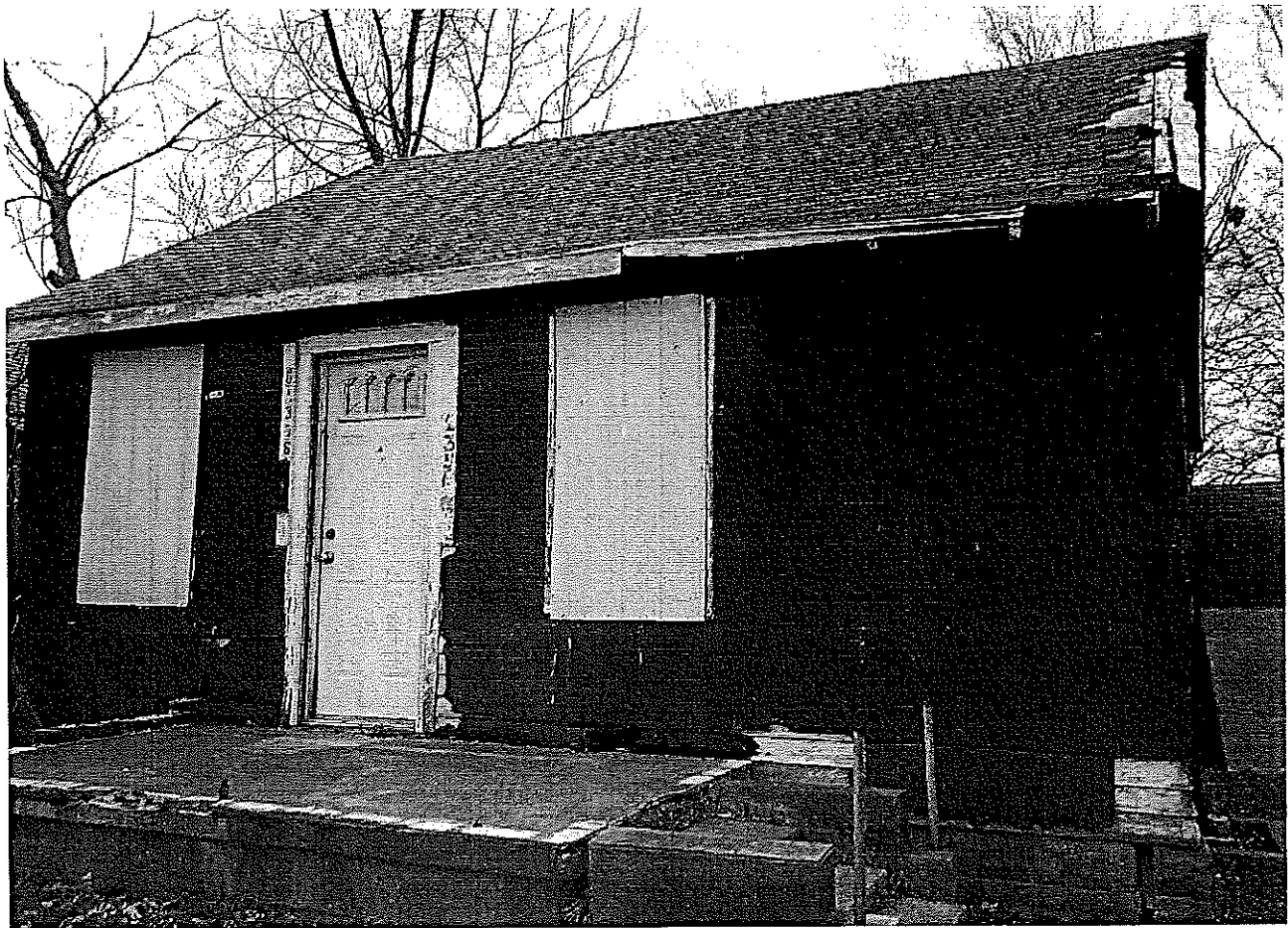
Dated: May 11, 2016


Teresa M. Karsney, City Clerk

City Seal

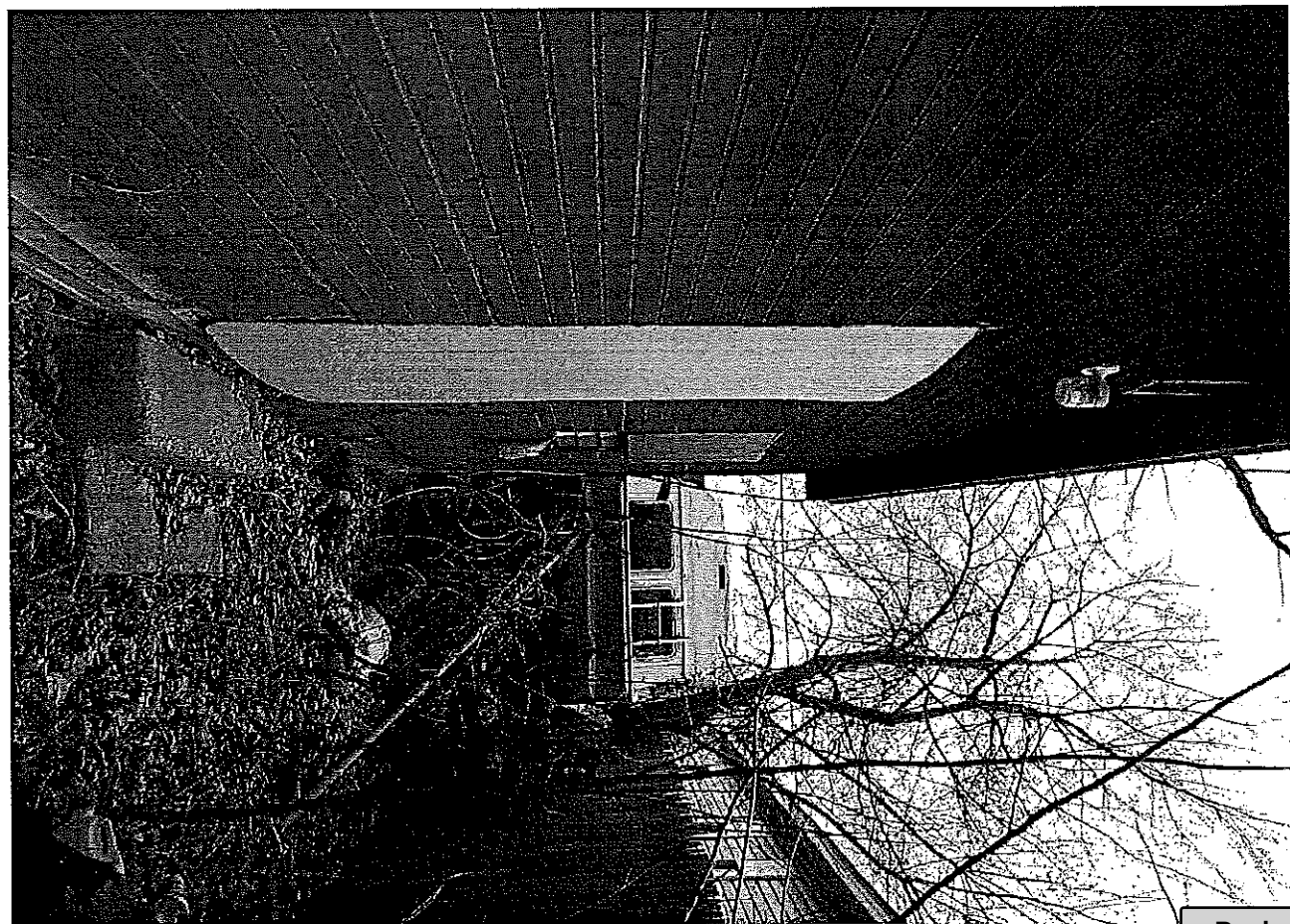


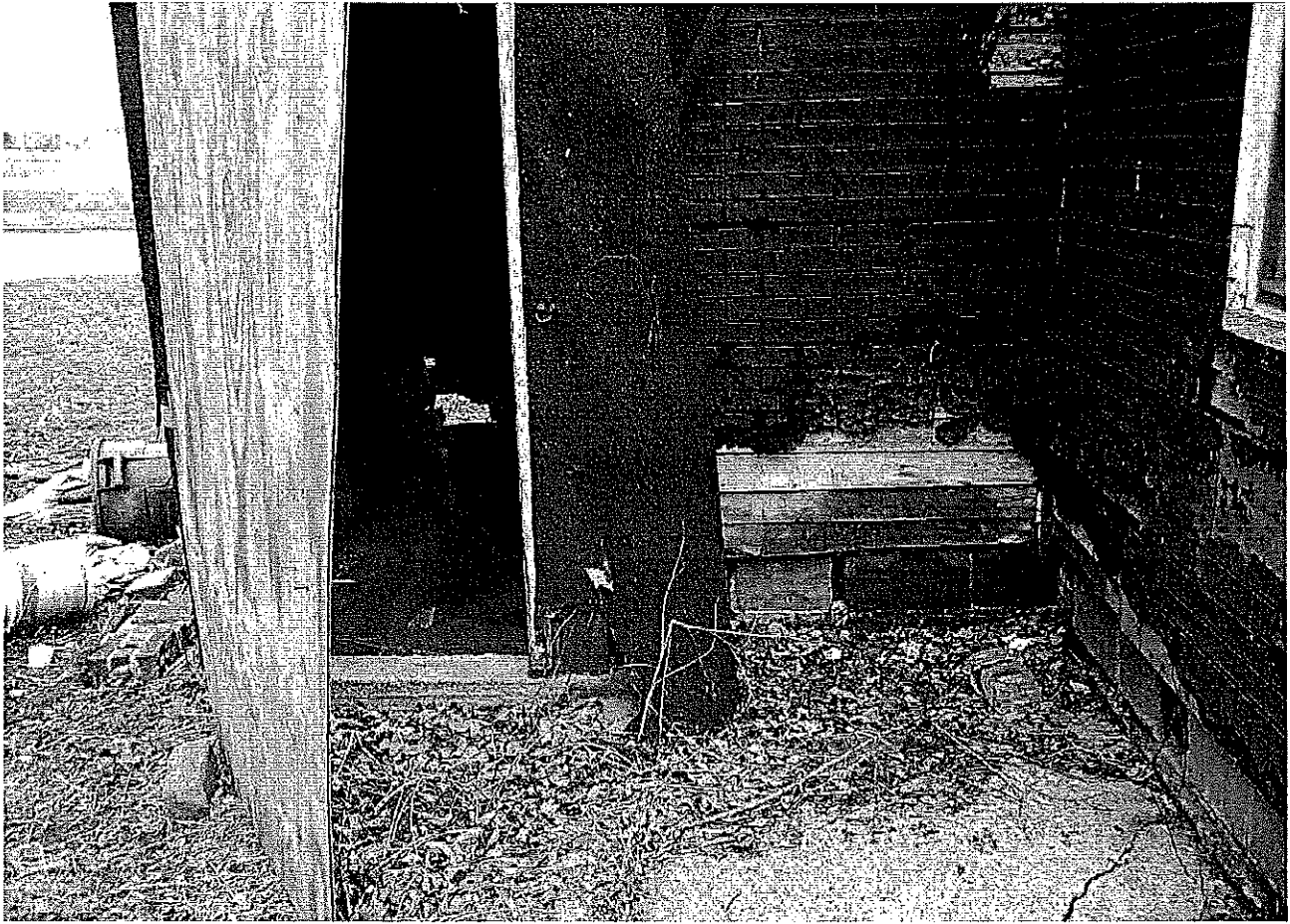
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