



CITY OF BURTON

CITY COUNCIL MEETING

MARCH 16, 2026

AGENDA

Council Chambers

Regular Meeting

7:00 PM

**4303 S. Center Road
Burton, MI 48519**

A. Call To Order

B. Invocation

LED BY: Councilwoman Candice Miller

C. Pledge of Allegiance to the Flag of the United States of America

LED BY: Councilwoman Candice Miller

D. Roll Call

E. Approval of Agenda

1. Approve the agenda as presented.

F. Staff Present

G. Approval of Minutes

1. City Council Regular Meeting March 2, 2026 at 7:00PM

H. Administrative Reports

I. Committee Reports

J. 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.

K. Council Discussion

L. Council Action

1. Approve and Authorize the payment of Attorney Billing (Odetta) invoice 1070 & 1071, 2/26/26 to 3/11/26 in the amount of \$3,105.00.
2. Approve and Authorize the payment of Attorney Billing (Miller Johnson) invoice 2051451, 2/1/26 to 2/28/26 in the amount of \$370.80.
3. Approve and authorize the Mayor's re-appointment of Debra Dunsmore, 2156 Judd Rd., Burton, MI 48529, to the Parks and Recreation Commission, with a term to expire March 2029.
4. Approve and authorize the Mayor's appointment of Desiree Hoffman, 2047 Judd Rd., Burton, MI 48529, to the Parks and Recreation Commission, with a term to expire March 2029.

5. Approve and authorize the Mayor's appointment of Lary Michael, 2122 E. Mclean Ave., Burton, MI 48529, to the Parks and Recreation Commission, with a term to expire March 2029.
6. Approve and authorize the Mayor's re-appointment of Jacob Pickett, 4339 Chicory Ln., Burton, MI 48519, to the Parks and Recreation Commission, with a term to expire March 2029.
7. Approve and Authorize the Mayor and City Clerk to execute a contract with Elexco Land Services 1232 North Eifert Road, Holt, MI 48842 to comply with the requirements of the Michigan Department of Transportation for easement acquisition on the Iron Belle Trail project.
8. Approve and Authorize the Mayor and City Clerk to execute a contract with Wade Trim, Inc. 555 S. Saginaw Street, Suite 201 Flint, MI 48502, for Preliminary Engineering of Maple Road TIP project from Dort Hwy to Center Rd., at a cost not to exceed \$64,100.00.
9. Approve and authorize the Mayor and City Clerk to enter into a government affairs service agreement with the Nathaniel Group, LLC, 425 8th St. NW, Washington, DC 20004, for strategic advisory services.
10. Approve and Authorize resolution 2026-06 to decertify portions of the roads that are no longer improved for public use as identified by the Michigan Department of Transportation, during the certification process of the City of Burton's Act 51 roads.
11. Approve and authorize the sale of the vacant lot, Scottwood 59-31-526-037, to give first and final approval for the sale of this parcel to Matthew Jennings 1492 E. Scottwood Ave. Burton, MI 48529 (adjacent to parcel) for the sum of \$220.00 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.
12. Approve a budget amendment within the Major Streets Fund as follows; Add 202-451-802.633 Maple Ave (Dort-Center) \$324,250 funds to be used from fund balance.

M. Meeting Adjournment

The next regularly scheduled meeting will be held on Monday, April 6, 2026 @ 7:00 PM.

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



CITY OF BURTON

CITY COUNCIL MEETING

MARCH 2, 2026

MINUTES

Council Chambers

Regular Meeting

7:00 PM

**4303 S. Center Road
Burton, MI 48519**

A. Call To Order

President Fenner called the meeting to order at 7:03pm.

B. Invocation

LED BY: President Greg Fenner

C. Pledge of Allegiance to the Flag of the United States of America

LED BY: President Greg Fenner

D. Roll Call

Present: Council President Gregory Fenner, Council Member Steven Heffner, Council Vice-President Gary Wines, Council Member Ellen Ellenburg, Council Member Tina Conley
Absent: Council Member Kris Johns-Excused, Council Member Candice Miller-Excused

E. Approval of Agenda

1. Approve the agenda as presented.

Motion by Council Vice-President Wines, second by Council Member Conley, to Approve.
Voting Yes: Gregory Fenner, Steven Heffner, Gary Wines, Ellen Ellenburg, Tina Conley
Voting No: None

Motion Passed 5 - 0.

F. Staff Present

Duane Haskins, Mayor
Joy Roe, Deputy Clerk
Charles Abbey, DPW Director
Ted Valley, HR Director
Brian Ross, Police Chief
Kirk Wilkinson, Fire Chief
Amanda Odette, City Attorney

G. Approval of Minutes

1. City Council Regular Meeting February 19, 2026 at 7:00 PM.

Motion by Council Vice-President Wines, second by Council Member Ellenburg, to Approve.
Voting Yes: Gregory Fenner, Steven Heffner, Gary Wines, Ellen Ellenburg, Tina Conley
Voting No: None

Motion Passed 5 - 0.

H. Administrative Reports

Mayor Haskins stated the Hot Fudge Run was a great success. Great job to Kiwanis and Mr. Craig for all that you do for the Burton Race Series. The Parks and Recreation will be having the Easter Egg Hunt on March 28 from noon until 2pm here at City Hall. Once again, condolences to our City Clerk as they had to say their final goodbyes this evening to a loved one. This winter, we have had a deep freeze and the frost loss took effect February 18 at 6am. What that means is our roads took a pounding and the nice black top could develop some issues and start popping. Just to reassure everyone, our road crew has been out and is working very hard at filling the holes. They will continue to do their best to prevent any damage to vehicles as well. As it was announced, the former Parks and Recreation Director had stepped down from that position for a number of reasons. I am proud to announce that Joy Roe is the new Parks and Recreation Director and I have made a co-Director position and that will be filled by Jacki Malin.

I. Committee Reports

Mr. Wines stated I haven't heard of any conflicts with the dates for the budget meetings, so those dates are good to go.

Mrs. Ellenberg stated the Legislative Committee had scheduled a meeting for March 16th at 5pm. If the administration can be in attendance to see if there is anything that needs to be brought up, it would be appreciated. It has been awhile since we have had meetings on a regular basis and I know our bylaws and the ordinances are probably outdated.

Discussion about the ordinances.

J. 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.

Sadonna Meyers of 1495 Alberta Avenue in Burton spoke about the Burton Memorial Library. March 14th is pie day, and we will be having a book sale and pie for everyone to enjoy.

Brandon Johnson of 3475 Williamson Road in Saginaw stated he is a State Senate candidate in District 26 and spoke about running.

Melinda Benn of 6177 E. Bristol Road spoke against mosquito spraying in the city and gave examples of the possible harmful reactions that could occur. She also provided recommendations for individual residents to control mosquitoes in a nontoxic way.

David Martin of 805 S. State Rd. #122 in Davison our State Representative for the 68th District spoke about Dort Hwy, the speed limit, and rerouting the traffic from I-475 onto that road.

K. Council Discussion

Mrs. Conley asked the administration to give a few more details about the Police and Fire Memorial.

Mayor Haskins stated the hill between the Police Department and the Fireman's Memorial.

Mr. Heffner asked what the extra amount of money is needed for.

Chief Wilkinson explained the need for the extra \$78,550.00 to complete the project.

Mayor Haskins explained a couple of other changes to the project as well.

Mrs. Conley asked about the orange cones located on Center Road.

Mr. Abbey stated we are under design for watermain improvements which you will all get in the future. It could be for that.

Mr. Wines stated we haven't talked about the mosquitoes and we should start early spring. I don't think it is budgeted, so is that going to happen this year?

Mr. Abbey stated that is up to the council. We did this last year for the first year. I will reach out to the gentleman that did it last year and we can bring them in before the council.

Discussion ensued about the next steps with the mosquitoes.

L. Council Action

1. Approve and Authorize the payment of Attorney Billing (Odette) 2/12/26 to 2/25/26 in the amount of \$3,267.00.

Motion by Council Vice-President Wines, second by Council Member Conley, to Approve.
Voting Yes: Gregory Fenner, Steven Heffner, Gary Wines, Ellen Ellenburg, Tina Conley
Voting No: None

Motion Passed 5 - 0.

2. Approve and Authorize the payment of Attorney Billing (Miller Johnson) 1/1/26 to 1/31/26 invoice 2049889 in the amount of \$5,945.60.

Motion by Council Vice-President Wines, second by Council Member Conley, to Approve.
Voting Yes: Gregory Fenner, Steven Heffner, Gary Wines, Ellen Ellenburg, Tina Conley
Voting No: None

Motion Passed 5 - 0.

3. Approve and authorize the mayor's appointment of Charles Sheaffer, 4404 Maplewood Meadows, Burton, MI., 48439 to the City of Burton Planning Commission, term to expire March 2029.

Motion by Council Member Conley, second by Council Vice-President Wines, to Approve.
Voting Yes: Gregory Fenner, Steven Heffner, Gary Wines, Ellen Ellenburg, Tina Conley
Voting No: None

Motion 5 - 0.

4. Approve and authorize Resolution 2026-04 of Intent to Sell the City-Owned Properties.

Mr. Heffner asked if the Parks and Recreation has gotten the list of the properties to go over to see if there were any that could be used before we sell them. He stated I don't think that has been followed in the past, so I just want to make sure in the future we are following that.

Discussion ensued about the properties and how things are handled.

Motion by Council Vice-President Wines, second by Council Member Ellenburg, to Approve.

Voting Yes: Gregory Fenner, Steven Heffner, Gary Wines, Ellen Ellenburg, Tina Conley

Voting No: None

Motion Passed 5 - 0.

5. Approve and authorize the Mayor and Clerk to execute a contract with LA Construction, 3453 N Linden Rd. STE 1, Flint, MI 48504 for the Burton Police and Fire Memorial in the amount of \$239,350.00.

Motion by Council Member Heffner, second by Council Member Ellenburg, to Approve.

Voting Yes: Gregory Fenner, Steven Heffner, Gary Wines, Ellen Ellenburg, Tina Conley

Voting No: None

Motion Passed 5 - 0.

6. Approve and authorize the following budget amendments within the Police/Fire Sculpture Fund and General Fund: Increase 272-000-732.005 Police/ Fire Sculpture Expenditures \$113,550. Increase 272-000-669.101 Contributions from Other Funds \$78,550. Increase 101-999-995.272 Transfer Out to Police/Fire Sculpture Fund \$78,550.00.

Motion by Council Member Heffner, second by Council Vice-President Wines, to Approve.

Voting Yes: Gregory Fenner, Steven Heffner, Gary Wines, Ellen Ellenburg, Tina Conley

Voting No: None

Motion Passed 5 - 0.

M. Meeting Adjournment

The next regularly scheduled meeting will be held on Monday, March 16, 2026 @ 7:00 PM.

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

President Fenner adjourned the meeting at 7:33pm.

[MIN_SIGNATURES]



Elexco Land Services

P.O. Box 383
Olean, New York 14760
(716) 372-0788

1332 North Eifert Road
Holt, MI 48842
(517) 268-0246

February 23, 2026

VIA E-MAIL

City of Burton
Department of Public Works
4093 Manor Dr.
Burton, MI 48519
ATTENTION: Amber N. Abbey

RE: Iron Belle Trail Easement Acquisition (the “Project”)
Genesee County, Michigan
4 parcels/landowners

Dear Ms./Mrs. Abbey,

Pursuant to our recent correspondence, Elexco Land Services, Inc. (“Elexco”) is pleased to provide this proposal and estimated scope of services for the acquisition of four (4) easements in favor of the City of Burton (the “City”) in connection with the referenced project (the “Project”). Elexco has extensive experience acquiring easements and related property rights on behalf of municipalities, utilities, and governmental entities, and will apply industry-standard acquisition practices to secure the required easements through voluntary negotiations.

Elexco will provide professional land acquisition services necessary to obtain the required easements, including the following:

- Review of project information, easement exhibits, and ownership data
- Verification of current property ownership and identification of decision-makers via a marketable title search
- Prepare MDOT-required documents
- Initial outreach and ongoing communications with landowners
- Presentation and explanation of easement terms and project purpose
- Negotiation of easement terms and compensation, as authorized by the City
- Coordination with City representatives, legal counsel, and other stakeholders as needed
- Facilitation of document execution
- Delivery of fully executed easement agreements to the City

Based on our experience with similar projects, we estimate the following acquisition effort:

- Individual/Municipal Landowners (3 easements):
Estimated average of four (4) land agent days per easement
Subtotal: twelve (12) land agent days
- Consumers Energy (1 easement):
Due to the additional procedural, administrative, and internal approval requirements typically associated with Consumers Energy, we estimate approximately eight (8) land agent days

Total Estimated Effort: twenty (20) land agent days

This estimate represents a reasonable projection based on known conditions. *Actual effort may vary depending on landowner responsiveness, negotiation complexity, internal review processes, involvement of legal counsel, and other factors beyond Elexco's control.*

This estimate is based on the following assumptions:

- Elexco will conduct a marketable title search on all parcels
- Easement areas and exhibits are finalized and suitable for presentation to landowners
- Landowners are reasonably cooperative and willing to engage in good-faith negotiations
- Easements will be acquired through voluntary, arm's-length negotiations
- The City will provide timely guidance on compensation parameters and negotiation authority

This proposal specifically excludes the following:

- Condemnation or eminent domain proceedings
- Litigation support, expert testimony, or court appearances
- Surveying, appraisal, or legal services
- Recording fees, compensation paid to landowners, or other third-party costs

Should any of these services become necessary, Elexco can provide additional support upon request under a separate authorization.

Based on the estimated twenty (20) land agent days required to complete the acquisition of four (4) easements, Elexco proposes to perform the above-described services on a not-to-exceed basis, subject to the assumptions and exclusions outlined herein.

Elexco will notify the City promptly if circumstances arise that may materially impact the estimated level of effort or schedule.

Upon authorization to proceed, Elexco anticipates completing easement acquisition activities within approximately four (4) to six (6) weeks, depending on landowner responsiveness and third-party review timelines.

TASK	ASSUMPTIONS AND RELEVANT INFORMATION	COST ESTIMATE
Preparation Tasks	<p>These tasks are not related to actual landowner negotiation but will be required before we begin negotiations</p> <ul style="list-style-type: none"> - Draft 40-year Title Reports - Find comparable properties/easements for valuation - Draft Comparative Market Analysis - Draft GFO - Complete Waiver Valuation Cert - Draft Easement document - Draft Compensation Summary Statement 	\$5,000.00
Contact/ Negotiation	<p>We estimate it will take a land agent twenty (20) days to acquire the easements:</p> <ul style="list-style-type: none"> - Make first contact (in person, is preferable, by phone is second preference, and by mail as a last resort); - Negotiate the form of Consent Agreement (including compensation and any special terms); - Submit daily comments on each contact for reporting for a log of contacts; and - Obtain signatures from the landowner. 	\$17,420.00

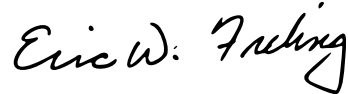
	<p>The cost estimate includes an increase of 35% of the agent's cost based on the support of office staff and for project management. The office staff would assist with tracking landowner contacts and preparing reports, preparing Easement documents, processing signed documents, and other related tasks (e.g., copies and mailings). Project management, included in the cost estimate, would include overall supervision, coordinating with internal staff, and planning with the client.</p> <p>Any mileage would be charged at the IRS rate in effect at that time (CONUS rate is currently \$0.725/mile)</p>	TBD
Easement Consideration Costs	<p>This item is not able to be accurately estimated in advance. It will depend primarily on: (1) the amount typically paid for similar Consents, (2) the receptivity of the landowner, and (3) the current use of the Consent areas.</p>	TBD

Elexco appreciates the opportunity to support the City of Burton on this Project and looks forward to working collaboratively to complete these acquisitions efficiently and professionally.

Thank you for considering Elexco for the above services.

Sincerely,

The Elexco Group, Inc.
d/b/a ELEXCO LAND SERVICES



Eric Freling, Esquire
Project Manager
efreling@elexco.com

cc: Dan Silber



Wade Trim, Inc.
555 S. Saginaw Street, Suite 201 • Flint, MI 48502
810.235.2555 • www.wadetrim.com

March 10, 2026 (Revised)

City of Burton
Department of Public Works
4303 South Center Road
Burton, MI 48519

Attention: Peter Wingblad
Superintendent of Engineering and Inspection

Re: Maple Avenue Resurfacing
City of Burton, Genesee County, Michigan

Dear Peter Wingblad:

Wade Trim is pleased to submit the following proposal to provide preliminary engineering services for the resurfacing of Maple Avenue from Dort Highway to Center Road through the Michigan Department of Transportation (MDOT) Local Agency Program (LAP).

PROJECT UNDERSTANDING

We understand that the intent of the project is cold-milling and resurfacing approximately 5,240 feet of Maple Avenue from Dort Highway to Center Road in accordance with the roadway preservation funding allocated by the Genesee County Metropolitan Planning Commission, Transportation Improvement Program (TIP). Based upon review of record information, and our recent site visit, the roadway section consists of two, 12-foot-wide, asphalt lanes with 6-foot shoulders. The roadway widens at the Dort Highway and Center Road intersections to four, 12-foot-lanes. Roadway resurfacing will include asphalt pavement milling, joint and crack repair, storm sewer upgrades, curb and gutter repairs, HMA resurfacing, shoulder and driveway improvements, sidewalk ramp construction, pavement markings and sign installation, pedestrian crossing signals, and final restoration. No improvements are included as part of this project for the structure over Thread Creek or the Genesee County Meyers Drain culvert.

Wade Trim will develop an MDOT Third-Party Agreement on behalf of the City for reimbursement of preliminary engineering services and submit to MDOT for review and approval. Once the Agreement is executed by both the City and MDOT representatives, Wade Trim will begin the preliminary engineering services.

SCOPE OF SERVICES

PRE-DESIGN SCOPE VERIFICATION

Wade Trim will coordinate a project kickoff meeting to review scope items, discuss potential design concerns, and evaluate cost saving alternatives to verify that the project is within the programmed budget. City staff from interested departments will be encouraged to participate in the scope verification so that the design objectives are clearly defined from the project onset, which will streamline the approval process.

TOPOGRAPHIC SURVEY

Wade Trim will perform a detailed field survey of Maple Avenue from Dort Highway east approximately 500 feet to the MTA entrance to facilitate drainage improvements using electronic data collectors for CADD input, in conjunction with traditional survey work to obtain information on

the existing roadway within the project limits defined above. Survey information will include, but not be limited to:

- Establishing horizontal and vertical control for design and construction purposes, of topographic features such as centerline, edge of road, gutter, back of curb, sidewalks, power poles, telephone pedestals, fences, driveways, storm structures, water and sanitary structures, trees, and other features encountered during survey.
- Existing information for utilities (i.e., gas, electric, telephone, cable, water, sanitary sewer, storm sewer, etc.) that may be affected by the proposed resurfacing project.
- Limits of the approximate road rights-of-way and approximate location of property lines for design purposes.

The Base Map of existing conditions for the remainder of the project (MTA driveway east to Center Road) will be developed through aerial mapping and confirmed by a field visit.

GEOTECHNICAL INVESTIGATION

The proposed project scope is limited to pavement milling, limited full-depth pavement repair, and resurfacing as a pavement preservation initiative, and full depth pavement and subgrade removal and replacement is not anticipated. A total of eight pavement cores will be conducted at select locations to confirm sufficient pavement exists for the proposed milling and resurfacing.

RIGHT-OF-WAY

It is anticipated that roadway improvements will be conducted within the existing right-of-way (ROW). If additional ROW or temporary grading permits are identified during the design phase, Wade Trim will notify the city immediately. We have not provided services associated with ROW acquisition in our fee, but we can provide these services for an additional agreed upon fee.

DESIGN PHASE

Following completion of the scope verification and topographic survey/data gathering, preliminary construction plans will be developed, along with a construction cost estimate and special provisions, meeting City of Burton standards and MDOT LAP guidelines. It is anticipated that the plan set will include the following sheets:

- Title Sheet including sheet index, utility contacts, and project location.
- Legend Sheet including line type and symbols key.
- Alignment Sheet including stationing, project control, benchmarks, and soil boring locations.
- Maintenance of Traffic (MOT) Plan.
- Typical Roadway Cross Sections.
- General Construction Details and Notes Sheet(s) for applicable construction activities.
- Roadway Removal (cold milling and pavement removal limits) Sheets.
- Roadway Resurfacing Plan Sheets.
- Intersection Reconstruction details.
- Pavement Marking and Signage Sheet.

The Design Phase will also include preparation and submittal of the LAP Project Programming Application to the City for review, approval, and signature. Also, the Michigan State Historic Preservation Office (SHPO) Clearance Form, National Environmental Policy Act (NEPA) Local Agency Environmental Clearance Form, and MDOT Work Zone Safety and Mobility Form will be completed and submitted for approval.

PEDESTRIAN SIGNAL

As part of the resurfacing project, sidewalk ramps and pedestrian crossings will be added to the M-54 (Dort Highway) at Maple Avenue intersection. To accommodate the proposed pedestrian crossings, countdown pedestrian signals and push buttons will be added to the existing signal. As this work involves modification to a traffic signal owned by the Michigan Department of Transportation (MDOT), this project will require an MDOT permit. MDOT requires full signal plans to be developed for permit review. The signal plans will be prepared in accordance with the Scoping Work Order that MDOT will provide prior to beginning design.

We will use the survey and design files for the resurfacing project to prepare the signal plans, along with any available record drawings of the existing signal. The pedestrian push-button design will be coordinated with the sidewalk detail grading plans to provide an ADA compliant design.

The signal plans provided for MDOT permit review will include an installation plan, installation cabling diagram, materials list, phasing diagram, push-button details, and updated wattage calculations. Any required traffic signal details sheets and special provisions for construction will also be provided. MDOT permit review comments will be incorporated into the final plans.

The signal design scope only includes the pedestrian modifications described in this proposal and does not include full traffic signal modernization. The existing signal poles and controller cabinet are not expected to be impacted by the project. If the scope of the design changes after acceptance of this proposal, an updated scope and fee will be provided for the additional design work.

CONSTRUCTION REVIEW AND APPROVAL PHASE

Construction plans will be submitted to AT&T, Consumers Energy, Comcast, and other applicable utility agencies determined from the MISS Dig request. Plans will also be submitted to the Railroad to coordinate the crossing. No roadway improvements at the crossing proposed beyond cold milling and resurfacing to the limits authorized by the Railroad. We anticipate all coordination with the railroad will be handled by the MDOT Office of Rail including required insurance, maintenance of traffic, and work restrictions for the contractor.

The preliminary engineering package (plans, construction estimate, and special provisions) will be submitted to the City for a Base Plan Review Meeting. Base Plan review comments will be addressed and incorporated into a Grade Inspection (GI) submittal package and forwarded to MDOT.

A GI Meeting will be held with the city, MDOT, and utility representatives to review the construction documents. GI Meeting comments will be incorporated into the final construction plans, construction estimate, and special provisions and forwarded to MDOT for final approval and bid letting.

Our in-house construction staff will perform a constructability review at final plan level to verify efficiency and cost-effectiveness measures are being met.

SCHEDULE

Wade Trim acknowledges that this project is funded for fiscal year 2027 with an anticipated construction kickoff in the Spring of 2027, and we offer the following schedule for project activities in accordance with the MDOT LAP Project Planning Guide:

Description	Completed By
Notice to Proceed	March 2026
MDOT Third Party Agreement Approval	April 17, 2026

Description	Completed By
Kickoff Meeting	April 24, 2026
Complete Topographic Survey and Base Map	May 7, 2026
Base Plan Submittal	June 11, 2026
Base Plan Review Meeting	July 2026
Grade Inspection Plan Submittal	August 2026
Grade Inspection Plan Review Meeting	September 2026
Final Plans to MDOT	November 2026
MDOT Bid Letting	January 2027

FEE

Wade Trim will provide the above-described Scope of Services in accordance with the following fee schedule:

Description	Base Fee
Pre-Design Scope Verification	\$1,700
Topographic Survey and Base Map	\$7,800
Pavement Cores	\$4,500
Design Phase, NEPA/SHPO Clearances	\$32,400
Pedestrian Signal	\$7,200
Construction Review and Approval Phase	\$10,500
Total Base Fee	\$64,100

Individual task fees may vary from the proposed fees listed above; however, the total project cost will not exceed the Total Base Fee above. All labor and expenses will be invoiced monthly for effort expended to date, utilizing the basis of actual cost with fixed fee invoicing format with MDOT-approved overhead and profit. Wade Trim will prepare the MDOT Third Party Agreement and Derivation of Costs forms when authorized. We understand that PE has been awarded at a lesser amount and the City of Burton will pay the difference in costs.

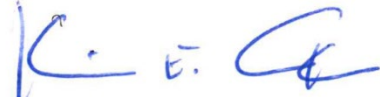
Services not specifically listed in the above-described Scope of Services are not included. Should the need arise for additional preliminary engineering services, Wade Trim will provide a detailed cost estimate and obtain approval from the City before proceeding.

Please find enclosed a Short Form Professional Services Agreement for this project. If this proposal meets with your approval, please sign, date, and return a copy of the Agreement to our office. Our receipt of the executed agreement will serve as our authorization to proceed.

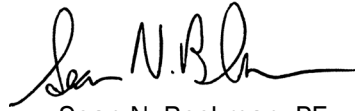
We appreciate the opportunity to be of service to the City of Burton and look forward to partnering with your office on this project. If you have questions, please contact me at 810.235.2555.

Very truly yours,

Wade Trim, Inc.



Kevin E. Cook, PE
Project Manager



Sean N. Beckman, PE
Vice President

KEC:SNB:reb
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26-0112
Enclosure



Agreement

To engage the Services of Wade Trim, Inc. as a Design, Planning, Testing and/or Land Survey Professional.

This Agreement, entitled Maple Avenue Resurfacing, City of Burton, Genesee County, Michigan, between City of Burton of 4303 South Center Road, Burton, Michigan 48519, hereinafter called "Owner," and Wade Trim, Inc., 555 South Saginaw Street, Suite 201, Flint, Michigan 48502, hereinafter called "Professional," is as follows:

The Owner and Professional, for mutual consideration hereinafter set forth, agree as follows:

A. Professional agrees to perform certain professional services for Owner as follows:

As outlined in Wade Trim's letter proposal dated March 10, 2026.

B. Owner agrees to pay Professional as compensation for Professional's services as follows:

A Lump Sum Total Fee of \$64,100.

C. Owner agrees to establish an allowance of \$0 for additional services on this Project (not less than 10% of the compensation amount specified in Item B.)

D. The Owner and Professional agree to conditions as set forth on the reverse side in the General Provisions of this Agreement.

E. The Owner and Professional agree to the following schedule:

As outlined in Wade Trim's letter proposal dated March 10, 2026.

F. Professional has the option to render this Agreement null and void, if it is not executed within 60 days.

Owner: _____

Professional:  _____

By: _____
(Print Name)

By: Sean N. Beckman, PE
(Print Name)

Title: _____

Title: Vice President

Date Signed: _____

Date Signed: March 10, 2026

General Provisions

1.01 Basic Agreement

A. Professional shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Professional for such Services as set forth herein.

2.01 Payment Procedures

A. *Preparation of Invoices.* Professional will prepare a monthly invoice in accordance with Professional's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Professional for services and expenses within 30 days after receipt of Professional's invoice, the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Professional may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Professional has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above.

B. Owner shall pay Professional for such additional services as follows: For additional services of Professional's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Professional's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Professional's consultants' charges with a 15% mark-up, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Professional:

1) upon seven days written notice if Professional believes that Professional is being requested by Owner to furnish or perform services which are outside of the agreed upon scope of services without compensation, which are contrary to Professional's responsibilities as a licensed professional; or

2) upon seven days written notice if the Professional's services for the Project are delayed or suspended for more than 90 days for reasons beyond Professional's control.

3) Professional shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Professional.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Professional to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Professional shall be compensated for Basic Services performed through the date of termination as set forth herein and for work performed per 4.01.B in the manner set forth in 3.01.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Professional each is hereby bound and the partners, successors, executors, administrators, employees and legal representatives of Owner and Professional (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Professional) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with Professional's services. Professional and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers and Professional shall not be responsible for design services provided by others.

B. Professional shall not at any time supervise, direct, or have control over any contractor's work, nor shall Professional have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Professional neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Professional shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Professional's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Professional.

E. The provisions in this Agreement supersede and render null and void any contrary provisions in the contract documents between Owner and Contractor.

F. All design documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Professional (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Professional's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Professional, whichever is less.

H. The parties acknowledge that Professional's scope of services does not include any services related to a Hazardous Environmental Condition (including but not limited to the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Professional or any other party encounters a Hazardous Environmental Condition, Professional may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Dispute Resolution

Except for debt collection cases for less than \$25,000, and except as otherwise provided herein, all claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event may the demand for arbitration be made after the expiration of one year from the date the cause of action accrued. The cause of action whether based in tort, contract, indemnity, contribution, or any other form of action, legal or equitable, shall be deemed to have accrued at the time the party asserting the claim either knew or, by the exercise of reasonable diligence, should have known of the existence of the facts underlying such claim, dispute or other matter in question regardless of when damages occur. After the expiration of said one year, any claim between the parties hereto shall be barred. No arbitration arising out of, or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

9.01 Total Agreement

A. This Agreement (together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Professional, supersedes all prior written or oral understandings, and becomes binding as if fully executed at the time Professional commences work. To the extent that the terms of any appendices or documents referenced in this Agreement conflict with the terms of this Agreement, the terms of this Agreement shall govern. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

RESOLUTION 26-06

At a regular meeting of the City Council of the City of Burton, Michigan, held at the City Hall on March 16, 2026, the following resolution:

offered by member _____, and supported by member _____.

WHEREAS the City of Burton does wish to decertify a portion of Red Arrow Road. This decertification of Red Arrow Road is located between Dort Hwy and West Terminus for a total decertification length of 1,975 feet.

WHEREAS the City of Burton does wish to decertify a portion of Bergin Avenue. This decertification of Bergin is located between Fern and East Terminus for a total decertification length of 131 feet.

WHEREAS the City of Burton does wish to decertify a portion of Furey Avenue. This decertification of Furey is located between Friel and South Terminus for a total decertification length of 137 feet.

WHEREAS the City of Burton does wish to decertify a portion of Judd Road. This decertification of Judd Road is located between Morrison and West Terminus for a total decertification length of 215 feet.

WHEREAS the City of Burton does wish to decertify a portion of Quinlann Drive. This decertification of Quinlann Drive is located between Judd Rd and North Terminus for a total decertification length of 482 feet.

WHEREAS the City of Burton does wish to decertify a portion of Whittemore Street. This decertification of Whittemore is located between Pringle and East Terminus for a total decertification length of 97 feet.

Resolution duly adopted.

(Date) _____

(City Clerk) _____

Certified to be a true copy _____

(Date) _____

(City, Village Clerk) _____

CONDITIONAL PURCHASE AGREEMENT

Conditioned upon City Council Approvals with possible Combination with Adjacent Parcel

Section 11.3 of the Burton City Charter requires the Burton City Council to approve all land sales by an affirmative vote of five of the seven council members. No sale can be finalized without these approvals.

For valuable consideration **THE CITY OF BURTON**, a municipal corporation, of 4303 S. Center Road, Burton, Michigan 48519, as Seller and Matthew J Jennige, husband and wife/a (single) man/woman, of 1492 E Scottwood, Burton, Michigan 48___, as Purchaser(s), agree to purchase, the following described real property located in the City of Burton, Genesee County, Michigan being legally described as:

Legal Description(s) LOT 44 AND E 50 FT OF W 459.85 FT OF LOT 58 MARTINDALE

More commonly known as: Scottwood Ave.

Permanent Parcel #: 59-31-526-037

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

1. PURCHASE PRICE:

The Purchase Price for the above described property shall be \$ 220 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 that all sales of City owned property must be approved by the Burton City Council. 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 the 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 Quit Claim Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Quit Claim Deed.**

4. Supplemental Conditions:

- a. Purchaser acknowledges and stipulates that Purchaser shall be solely responsible for the maintenance of the property from the date of closing forward, this shall include lawn mowing, tree upkeep, junk removal, brush, and any other violations of the City of Burton Ordinances.
- b. Purchaser further acknowledges and stipulates that said maintenance shall be at the sole expense of the Purchaser and Seller shall not bear any liability therefrom.

10. **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.

11. **MISCELLANEOUS PROVISIONS:**

- a. Each party shall be responsible to pay their respective attorney fees.
- b. All parties acknowledge receipt of a signed copy of this Purchase Agreement.

SIGNED IN THE PRESENCE OF:

**SELLER:
THE CITY OF BURTON**

RIK HAYMAN

BY: DUANE HASKINS, MAYOR

DATE

BY: RACHEAL BOGGS, CITY CLERK

DATE

Purchaser:

Print Name: Matthew J Jennings

Signature: *Matthew Jennings*

Date: 3/5/2026

Address: 1492 E SCOTTWOOD AVE

BURTON MI 48529

Phone: 810-223-5747

Is your spouse also going to be on the title? No Yes - if yes, spouse must sign below

Spouse:

Print Name: _____

Signature: _____

Date: _____



City of Burton

4303 SOUTH CENTER ROAD • BURTON, MI 48519

PHONE (810) 743-1500 • FAX (810) 743-5060 • www.burtonmi.gov

INTEROFFICE MEMORANDUM

To: Mayor Duane Haskins
From: Controller Brandy Ruth
Date: March 16, 2026
Re: Memo of Explanation for
City Council Meeting of 3/12/26

Mayor Haskins:

I am requesting that Council approve a budget amendment within the Major Streets Fund as follows; Add 202-451-802.633 Maple Ave (Dort-Center) \$324,250 funds to be used from fund balance.

This amends the 2025-26 budget for the Major Streets Fund. The City was approved for this project in the 2026-2029 TIP Plan. Due to unforeseen issues on a project in Swartz Creek we were offered to move our project up to construction in 2027. This amendment moves the project forward in the timeframe.