



CITY OF BURTON
BURTON CITY COUNCIL MEETING
DECEMBER 6, 2021
MINUTES

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 7:23 PM.

A. INVOCATION LED BY: STEVE HEFFNER

B. THE PLEDGE OF ALLEGIANCE IS LED BY: STEVE HEFFNER

C. ROLL CALL

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

D. APPROVAL OF AGENDA

1. Motion to approve the agenda as presented.

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

E. STAFF PRESENT

Duane Haskins, Mayor
Racheal Boggs, City Clerk
Charles Abbey, DPW Director/HR
Brian Ross, Police Chief
Kirk Wilkinson, Fire Chief
Jodi Holbrook, Controller
Alice Bryce, Treasurer
Ryan Bertram, IT Director
David Cantin, IT Department

F. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Nov 15, 2021 7:00 PM

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

2. City Council - Organizational Meeting - Nov 15, 2021 8:00 PM

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

G. ADMINISTRATIVE REPORTS

Mayor Haskins gave a report on the following:

- Condolences to the Raber family. Two days before Mr. Raber passed away, Mrs. Raber passed away.
 - Thank you to Mrs. Conley, Jeremy Scharrer, and all the volunteers that helped put on the Christmas Tree Lighting Ceremony. It was a big success and a great way to kick off the holiday season.
 - Pizza with Santa was another big success, we had well over 200 kids. Thank you to everyone in Parks and Rec for their work in both events.
 - 'Twas the Lights before Christmas is still going on. If you decorate your home and enter the contest by December 15th you will have a chance to enter for the 2021 Clark Griswold Award. The grand prize winner will receive a \$150 gift card.
 - Our Treasurer, Mrs. Bryce is here tonight. A few weeks ago we discussed an issue with the tax payments and the mail. She found a vendor that offers electronic check processing. It would cost our city \$300 per year and \$0.25 per transaction. It is a service agreement but I wanted to bring it before council to see if you want to make a motion on it.
 - Introduced John O'Brien, Genesee County Director of Water and Waste.
1. Presentation from Genesee County Water and Waste Services on changes to sewer rates effective January 2, 2022.

John O'Brien, Director of the Genesee County Water and Waste stated Genesee County placed a rate increase on community members beginning 2022 for the next five years. These are step rate increases in lieu of annual increases. We project our expenses over the next five years and set the rate on the five year cycle. Normally, what happens is in the first two years we make little money, the third year, we break even and the last two years we lose a little money. The goal is to try to stay even over the five year period so we are at the same place at the end of the cycle as we were in the beginning. This is a different philosophy than some community's use where they raise rates every year. These rates are based on our permit. Every five years we have to get a permit from EGLE to discharge waste water to the Flint River. The last time we did the rates was 2014, we did a five year rate cycle at that expired in 2019. We had some beneficial activities so we were able extend the rate cycle up another two years, through 2021. In 2001, we did our 20 year master plan that involved meeting with our communities and collected future projections and needs. We then laid out our future plan for water and waste. We then take the 20 year plan

and break it out into five years to address our immediate need. With that, we overlay our new permit and operating costs. Taking all of this into account, we establish a new rate. Additionally, in 2021, the state has placed new requirements on the county for I&I. It entails identifying where all the I&I is coming from out of our 34 communities. As you know, there is PFAS in the environment that ends up in the sanitary sewer system. We are obligated to remove it so it is not discharged into the Flint River. Every household that has Stain Master Carpet or teflon pans has PFAS that ends up at our treatment plant. We get it out of the water so it is not discharged into the Flint River but then we have that in our solids. We are looking at an alternative method for disposal. Another thing that hit us hard in 2021 was inflation. We had a 20% jump in our chemical costs due to transportation and an increase in electric due to Consumers Energy's use of peak hours. Another thing we have to consider is our system is aging. The original system was put in back in 1965. It is time to think about a process for replacement. All of these things considered, we are looking at an increase to all of our communities of approximately 20% for five years until 2027. Our current charge to the city is \$27.43 per unit per month. It will now be \$33.25 per unit per month.

Discussion ensued regarding the difference between a five year rate cycle and an annual increase, interceptor running through Burton, new connections, The Woodhill Group and methodology changes.

Mayor Haskins stated to make this clear, there is no increase on the city side at all. This increase is from Genesee County.

H. COMMITTEE REPORTS

President Heffner made the following Committee appointments:

911 Consortium: Greg Fenner

LED Committee: Greg Fenner, Chairperson, Greg Hull, Vaughn Smith

Metropolitan Alliance: Greg Hull, Tom Martinbianco, Alternate

Solid Waste Committee: Greg Fenner

Library Committee: Tina Conley

Public Access Committee: Tina Conley, Chairperson, Vaughn Smith, Christina Hickson

Planning Representative: Greg Fenner

Zoning Representative: Vaughn Smith

Parks & Recreation: Greg Hull

Finance Committee: Tom Martinbianco, Chairperson, Vaughn Smith, Greg Hull

Legislative Committee: Christina Hickson, Chairperson, Tina Conley, Tom Martinbianco

I. AUDIENCE PARTICIPATION

None.

J. COUNCIL DISCUSSION

Mrs. Conley stated she had residents call her that needed help with their water bill. They said Burton isn't working with them and the water is being turned off when they can't pay.

Mr. Abbey stated that is not correct. There are agencies out there that can help. Alice and her staff are very good at working with these agencies for the residents that need help. The agencies have a criteria and residents have to qualify and make a commitment to them. When that is done, there is a hold put on the account. Alice is here and can speak on this. She deals with it every day. We have applied for everything possible as far as federal dollars

to help people. There are a lot of people we have helped. There are ordinances and laws we have to follow.

Mrs. Bryce stated the agency contacts us and we put the account on hold and discontinue any shut off procedures. There have been times where residents say they applied to an agency and they do not follow through and funding never comes. They don't get shut off and their bills bet bigger and bigger.

Mrs. Conley stated it was GCARD. I will call them tomorrow.

Mr. Abbey stated we all know there are people going through a rough time. We are very sensitive to that but we have protocols in place for a reason. What we are doing is working. We used to shut off hundreds and this time, I think we had forty. It is working and people are paying their bills much better. Some people need help and we do everything we can to work with them. When someone falls through the crack it is because they don't follow up on their end to get it resolved.

Mr. Heffner asked, what kind of spike did you see during the pandemic?

Mr. Abbey stated at first there was a no shut off rule from the government. When you tell people they don't have to pay their bills, they don't. It made it difficult because small bills became big bills after not paying it for a while. People had a hard time getting caught up. We make payment plans with people. Sometimes they follow through and sometimes they don't.

Discussion regarding the use of an electronic check processing system. Council decided to allow the Treasurer to proceed with the use of an electronic system for payment processing.

Mr. Smith recognized the following Eagle Scouts who were recognized by the Mayor with a proclamation at Bentley School. Jackson McDaniel, Oliver McDaniel, Samuel Mobley, Nathan Mobley and Asher Donnelly. Becoming an Eagle Scout is not easy. These are our future leaders. I am very proud of them.

K. COUNCIL ACTION

1. Approve and authorize the payment of Attorney Billing (Doyle) 11/10/21 to 11/30/21 in the amount of \$5,689.00.

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

2. Approve and authorize the payment of Attorney Billing (Masud) 10/1/2021 to 10/31/2021 in the amount of \$1,178.00.

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

3. Approve and authorize the sale of Vacant Lot - Cashin, Parcel No. 59-03-577-036, to give first and final approval for the sale of this parcel to Bay to Bay Investments, LLC, 12745 S. Saginaw St. Grand Blanc MI 48439, for the sum \$10 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

No motion made.

RESULT:	FAILED LACK OF SUPPORT
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4. Approve and authorize the "Hard Cap" Resolution 2021-23 regarding the cost sharing model set forth in State of Michigan Public Act 152 of 2011.

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

5. Approve and authorize the City Treasurer to pay MERS a lump sum of \$1,000,000 via wire transfer by 12/31/21 to be applied to the unfunded liability of the City of Burton pension plan.

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

6. Approve and authorize the Amy Street Capital Projects Shortfall Elimination Plan.

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

7. GIS Project 2022-2028 Approve and authorize with Genesee County Aerial Imagery Project 2022-2028 at an expected cost of \$24,758.46 over six years, and agrees to pay at least the initial payment of \$4,126.41 to Genesee County no later than June 1st, 2022.

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

8. Budget Amendment Approve and authorize the following 2021-2022 budget amendment: Increase 1001-2009-818.7100 Pictometry & Orthoimagery Project by \$1,627; Decrease General Fund Balance by \$1,627.

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

9. Budget Amendment Approve and authorize the following 2021-2022 budget amendment: Increase 2007-2007-975.0002 Gasoline Storage Tank by \$20,000; Decrease Police Fund Balance by \$20,000.

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

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

Meeting was adjourned at 8:15 PM.



CITY OF BURTON
BURTON CITY COUNCIL MEETING
NOVEMBER 15, 2021
MINUTES

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

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

A. INVOCATION LED BY: TOM MARTINBIANCO

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

C. ROLL CALL

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

D. APPROVAL OF AGENDA

1. Motion to approve the agenda as presented.

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

E. STAFF PRESENT

Duane Haskins, Mayor
Racheal Boggs, City Clerk
Charles Abbey, DPW Director/HR
Brian Ross, Police Chief
Kirk Wilkinson, Fire Chief
Ryan Bertram, IT Director
Jodi Holbrook, Controller
Alice Bryce, Treasurer

F. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Nov 4, 2021 7:00 PM

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

G. ADMINISTRATIVE REPORTS

Mayor Haskins gave a report on the following:

- Happy Thanksgiving to everyone.
- The Tree Lighting Ceremony is November 27, 2021 at 5:00PM. Thank you to Mrs. Conley, Mr. Fenner, Mrs. Walton, Mr. Scharrer and the volunteers for decorating.
- Genesee County Water and Waste and Plante Moran will be here December 6, 2021 at our council meeting.
- The water tower will be back in service this week.
- The IT Director is here to explain the IT items on your agenda.

H. COMMITTEE REPORTS

Mrs. Conley thanked Alta Equipment, Graves Towing and Maxim Roofing for providing equipment and/or services to put the tree in place and prepare for the event. Thank you to my husband and the volunteers. The fence is being put into place at Fire Station #1. We are still looking for sponsors. Pizza with Santa will be Saturday, December 4, 2021 from 12:00PM-3:00PM. We have several events planned. The Burton Library will be having a sale on Saturday from 10:00AM-4:00PM.

Mr. Smith thanked Jim Craig for his leadership on the Veteran's Honor Run. We had 286 participants. Thank you to the volunteers and to our Police and Fire Departments for traffic control. This was the best one I have ever seen. I would like to thank the administration as well. Congratulations to the winner, 42 year old, Jeff Wolgast.

I. AUDIENCE PARTICIPATION

Jim Craig of Hidden Trails in Burton thanked the Bentley Robotics Team and Boy Scout Troop 160 of Burton for volunteering at the Veteran's Honor Run. Thank you to our sponsors, Hurley Medical Center, Family Care Plus Physical Therapy and Wellness, Vetbiz Central, and Councilman Steve Heffner. Thank you Mr. Smith and Mr. Welch. Thank you to Mayor Haskins for the officiating the opening ceremonies. The safety of the walkers and runners is a priority. Thank you to Chief Ross, Chief Wilkinson and Lieutenant Jones for your help with traffic control.

Ken Duddles of Audrey Street in Burton stated he was present during a traffic incident in his neighborhood where a young man was speeding and hit a young woman and her children tuning into a day care facility on Lapeer Road. Would it be possible to have a flashing school speed limit sign on Lapeer Road near the daycare?

J. COUNCIL DISCUSSION

Mr. Wells stated in response to Mr. Duddles' request, we would like to be able to put these signs near all day cares. Hopefully, we will be able to pick up some state funding. The Belsay Road situation continues. On Saturday morning, several people called the police because the neighbor was again being disruptive including shooting his rifle multiple times. Many of the people in that neighborhood are over 60 years of age. Please take care of these residents on Belsay Road. This is not going to end well.

Mrs. Walton stated nothing can be done unless someone signs a complaint.

Chief Ross stated the issue was that the complainants did not want to sign a complaint. If we do not witness the incident first hand, we need someone to sign a complaint. The last incident Mr. Wells is referring to, a complaint was signed and Attorney Doyle will be receiving it soon.

Mr. Fenner stated while we were working at the Fire Station over the weekend, we noticed one of the hydrants was malfunctioning. I reported it to Mr. Abbey and he came over on a Saturday afternoon to assess the problem. I appreciate it and wanted to recognize his good work.

K. COUNCIL ACTION

1. Approve and authorize the payment of Attorney Billing (Doyle) 10/27/21 to 11/9/21 in the amount of \$5,933.00.

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

2. Approve and authorize the Mayor's appointment of Deb Walton, 1224 Carman Street, Burton, MI 48529 to the Parks & Recreation Commission, with a term beginning November 16, 2021 through November 2024.

Mr. Heffner asked for Attorney Doyle's opinion regarding Mrs. Walton voting on this agenda item; because she will financially benefit from this position.

Attorney Doyle stated if it is a paid position, Mrs. Walton has a duty to abstain.

RESULT:	CARRIED [6 TO 0]
MOVER:	Danny Wells, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Conley
ABSTAIN:	Walton

3. Budget Amendment Approve and authorize the following 2021-2022 budget amendment: Increase 6036-6036-818.0000 Contractual Services by \$76,479.33; Increase 6036-6036-984.0000 Office Equipment by \$5,951.00; Decrease Information Technology Fund Balance by \$82,430.33.

Mr. Smith asked the administration to provide an over view of this agenda item.

Mayor Haskins stated as our new IT Director has been delving into this position, he has become aware that there are a lot of things in our system that are antiquated. This is necessary in order to stay secure and prevent threats. He deferred to Mr. Bertram.

Mr. Bertram stated there are three things we are requesting for the city. The first is our on-premise exchange email server. We are looking to migrate away from hosting it internally and instead have Microsoft host it in the government cloud. This will

allow us to function remotely, if needed. This also includes the office licensing and Windows operating license for all machines in the city. This will include a host of new functionality. The proposal also includes Beam, a disaster recovery service. This is a software application that will provide back up to the on premise data we have on the server. If we cannot operate here at City Hall for any reason, we will be able to recover from another city location or the location of our choosing. In addition to that, we are adding Manage Engine which is a software application that will allow departments to manage all devices in the city including pushing patches, adding/removing software and managing critical vulnerabilities. Critical vulnerabilities happen everyday and it is not something we can choose not to manage. Manage Engine will help with that as well as tracking assets throughout the city. The funding is coming from the IT budget. It is cheaper to purchase with a three year agreement with the exception of Microsoft who only provides a one year agreement.

Mr. Wells asked, during the hacking earlier this year, did social security numbers or other private information get out?

Mr. Bertram stated to my knowledge, that did not occur.

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

4. Approve and authorize the Mayor and City Clerk to execute a contract with Access Interactive LLC, 46635 Magellan Drive, Novi, MI 48377, for professional information technology services, products, storage, and software in the Not-to-Exceed amount of \$99,862.

Mr. Heffner thanked Councilman Wells for his 20 years of outstanding service.

Mr. Wells stated the last two years, this council and administration has done a great job. Our city's fund balance is larger than it has been in 20 years, we are paving more streets than ever before, we are working on water and sewer lines and water towers. Things are being accomplished. I know the media makes it look like we don't get along and we do have heated discussions because we are passionate. That is what all City Councils should do. To the new people, leave the politics aside and come in and do your job. The political part doesn't do us any good. Thank you all for letting me have the honor of being a City Councilman for the last 20 years.

Mr. Heffner thanked Mrs. Walton for her service to the city.

Mrs. Walton stated it has been a pleasure to serve the council, administration and the residents. Thank you.

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

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

Meeting was adjourned at 7:36 PM.

Minutes Acceptance: Minutes of Nov 15, 2021 7:00 PM (APPROVAL OF MINUTES)



CITY OF BURTON

BURTON CITY COUNCIL MEETING

NOVEMBER 15, 2021

MINUTES

Council Chambers

Organizational Meeting

8:00 PM

**4303 S. CENTER ROAD
BURTON, MI 48519**

This meeting was opened by President Steven Heffner at 8:00 PM.

A. CALL TO ORDER

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

B. CITY COUNCIL MEMBERS OATH OF OFFICE

Christina Hickson, Greg Hull and Vaughn Smith were sworn into the Office of Burton City Council.

Christina Hickson was sworn in by Judge Mark Latchana.

Greg Hull was sworn in by City Clerk Racheal Boggs.

Vaughn Smith was sworn in by City Clerk Racheal Boggs.

C. NOMINATIONS

1. Nominations for City Council President.

Mr. Heffner called for nominations of City Council President.

- a. Motion to nominate Steve Heffner for City Council President.

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

New Council President takes the gavel and conducts the remainder of the meeting.

2. Nominations for City Council Vice President.

Mr. Heffner called for nominations of City Council Vice President.

Minutes Acceptance: Minutes of Nov 15, 2021 8:00 PM (APPROVAL OF MINUTES)

Mrs. Conley nominated Tom Martinbianco. Motion was seconded by Mrs. Hickson.
Mr. Smith nominated Greg Fenner. Motion was seconded by Mr. Hull.

- a. Motion to nominate Tom Martinbianco for City Council Vice President.

RESULT:	CARRIED [4 TO 3]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Christina Hickson, Councilwoman
AYES:	Martinbianco, Heffner, Conley, Hickson
NAYS:	Smith, Fenner, Hull

D. ADJOURN

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

Meeting was adjourned at 8:30 PM.

Minutes Acceptance: Minutes of Nov 15, 2021 8:00 PM (APPROVAL OF MINUTES)



SCHEDULED

AGENDA ITEM (ID # 5249)

DOC ID: 5249

Presentation from Genesee County Water and Waste Services on changes to sewer rates effective January 2, 2022.

COMMENTS - Current Meeting:

John O'Brien, Director of the Genesee County Water and Waste stated Genesee County placed a rate increase on community members beginning 2022 for the next five years. These are step rate increases in lieu of annual increases. We project our expenses over the next five years and set the rate on the five year cycle. Normally, what happens is in the first two years we make little money, the third year, we break even and the last two years we lose a little money. The goal is to try to stay even over the five year period so we are at the same place at the end of the cycle as we were in the beginning. This is a different philosophy than some community's use where they raise rates every year. These rates are based on our permit. Every five years we have to get a permit from EGLE to discharge waste water to the Flint River. The last time we did the rates was 2014, we did a five year rate cycle at that expired in 2019. We had some beneficial activities so we were able extend the rate cycle up another two years, through 2021. In 2001, we did our 20 year master plan that involved meeting with our communities and collected future projections and needs. We then laid out our future plan for water and waste. We then take the 20 year plan and break it out into five years to address our immediate need. With that, we overlay our new permit and operating costs. Taking all of this into account, we establish a new rate. Additionally, in 2021, the state has placed new requirements on the county for I&I. It entails identifying where all the I&I is coming from out of our 34 communities. As you know, there is PFAS in the environment that ends up in the sanitary sewer system. We are obligated to remove it so it is not discharged into the Flint River. Every household that has Stain Master Carpet or teflon pans has PFAS that ends up at our treatment plant. We get it out of the water so it is not discharged into the Flint River but then we have that in our solids. We are looking at an alternative method for disposal. Another thing that hit us hard in 2021 was inflation. We had a 20% jump in our chemical costs due to transportation and an increase in electric due to Consumers Energy's use of peak hours. Another thing we have to consider is our system is aging. The original system was put in back in 1965. It is time to think about a process for replacement. All of these things considered, we are looking at an increase to all of our communities of approximately 20% for five years until 2027. Our current charge to the city is \$27.43 per unit per month. It will now be \$33.25 per unit per month.

Discussion ensued regarding the difference between a five year rate cycle and an annual increase, interceptor running through Burton, new connections, The Woodhill Group and methodology changes.

Mayor Haskins stated to make this clear, there is no increase on the city side at all. This increase is from Genesee County.

ATTACHMENTS:

- GC Drain Commissioner Notice of rate increase I&T (PDF)



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

- DIVISION OF -

WATER & WASTE SERVICES

G-4610 BEECHER ROAD - FLINT, MICHIGAN 48532-2617

PHONE (810) 732-7870 - FAX (810) 732-9773

JEFFREY WRIGHT
COMMISSIONER

G.1.a

Date: November 18, 2021
To: The Governing Bodies of Each of the Communities
Served by the Drain Commissioner's - Division of
Water & Waste Services
Attention: Clerk
Re: Notices of Rates to be Charged
I&T Rates
District 1, 2, 4, and 5
Rates Effective January 2, 2022

Dear Ladies and Gentlemen:

On November 3, 2021, the Advisory Committee reviewed and gave their recommendation of approval of new sewer rates to the Drain Commissioner. The Drain Commissioner has accepted their recommendation and has approved the new sewer rates effective January 2, 2022, for the I&T sewer system, which serves your community.

The County has adopted a five-year rate structure system. Rather than annual increases, the County sets rates on a five-year basis. This allows for a stabilization of rates over that period. Therefore, the rates are established for 2022 through 2026. Find enclosed the new rate sheet. Only Sections 1A, 1B, and 1C have changed. Also attached is a simple fact sheet that may assist in answering questions.

The chart below compares the existing to the increase:

	Existing	Budget Subcommittee Recommendations
RTS (per unit)	4.67	5.70
Commodity (per 100 cf)	1.82	2.20
Flat Rate (per month)	27.43	33.25
Bulk (per 100 cf)	2.07	2.55

This represents approximately a 21 percent rate increase. This is the first increase for the I&T rate since 2014.

Please remember these are charges to the local municipality. Each municipality needs to evaluate these rates and the rate structure and determine the necessary changes required for the rates and the savings they will be pass on to the individual customer.

We would be pleased to assist you in the preparation of the adjustments that you may wish to make. For those customers who have contracted with the County for billing services, we will need your rate information by the 15th of the month of implementation. For example, if you wish to update your rate for January 2, 2022, we will need your Council/Board approval rate by December 15, 2021, to allow us time to implement. If there are any questions relative to the rate adjustment, please contact this office.

Sincerely,

John F. O'Brien, PE, BCEE, Director
Division of Water & Waste Services

JFO/JMW

Enclosure

cc: Advisory Board



Attachment: GC Drain Commissioner Notice of rate increase I&T (5249 : Presentation from Genesee County Water and Waste)

NOTICE OF RATE CHANGE
RATES AND CHARGES TO BE MADE TO THE MUNICIPALITIES
SERVED BY THE GENESEE COUNTY SEWAGE DISPOSAL SYSTEM
INTERCEPTOR AND TREATMENT FACILITIES (DISTRICTS 1, 2, 4, 5)
EFFECTIVE WITH THE BILLINGS TO BE SENT ON OR AFTER JANUARY 2, 2022

I. RATES:

- A. Where individual water meter readings are available, the readings shall be used as the basis for payment. The rate charge shall be based on the water consumption measured by the accumulation of these individual water meter readings and shall be \$2.20 per 100 cubic feet of water consumed or \$2.95 per 1,000 gallons of water consumed, plus a minimum charge of \$5.70 per month (\$17.10 per quarter) per unit.
- B. Where community bulk sewer meter readings are available, the readings shall be used as a basis of payment. The rate charge shall be based on sewer discharged through a meter directly into the county interceptor and shall be \$2.55 per 100 cubic feet (or \$3.37 per 1,000 gallons) of sewage received, plus a minimum charge of \$600.00 per month.
- C. For all other connections having an unmetered water supply, the rate shall be \$33.25 per unit per month (\$99.75 per quarter) based upon the Residential Equivalent Units (REU) set forth below:

<u>USAGE</u>	<u>REU</u>
General Office Building Space.....	0.60 per 1000 sq. ft.
Medical Office Space	0.60 per 1000 sq. ft.
Auto Dealers.....	0.40 per 1000 sq. ft.
Restaurant (Sit Down or Fast Food).....	0.16 per seat
Fast Food Drive-Thru Window	2.00 per window
Outdoor seating & Bar Area- Restaurant	0.06 per seat/stool
Café	0.10 per seat/stool
Carry Out- No Seating.....	2.00 per establishment
Multiple Family Residence	1.00 per unit
RV/ Campground	0.60 per site
Assist. Living /Any Food Prep in Rooms.....	0.60 per Room/Unit
Convalescent Homes	0.30 per bed
Hotels/Motel/Bed & Breakfast.....	0.25 per bed
Rooming/Halfway Houses	0.30 per person
Shelters, Boarding School or Convents.....	0.30 per person
Churches.....	0.01 per seat
Country Clubs	0.10 per member
Fraternal Organizations.....	1.25 per hall
Fraternal Organizations/ Rental Halls	2.50 per hall
Schools (with Cafeteria/ No Showers/Pool).....	1.50 per classroom
Schools (with Showers/Pool)	2.00 per classroom
Schools (with Cafeteria/ Showers/ Gym).....	2.50 per classroom
Daycares	1.50 per classroom
Drug Stores.....	0.35 per 1000 sq. ft.
Grocery Stores & Super Markets	1.10 per 1000 sq. ft.
Retail Store.....	0.20 per employee
Gas Stations.....	0.30 per pump
Convenience Store.....	1.10 per 1000 sq. ft.
Strip Malls.....	1.00 per tenant space
Bowling Alleys.....	0.20 per alley
Swimming Pool	3.50 per 1000 sq. ft.
Pool Table Hall.....	0.20 per table

Theaters (Drive-Ins)	0.10 per car space
Theaters	0.0001 x weekly hours of operation x seats
Fitness Center	0.60 per 1000 sq. ft.
Car Wash (with track)	10.00 per single production line
Car Wash (Stationary w/o recycle)	8.00 per bay
Car Wash (Stationary w/ recycle)	5.00 per bay
Car Wash (Stationary, Do It Yourself.)	1.50 per wand
Dry Cleaners (Pressing)	1.25 per press
Dry Cleaners (Pick up Only)	0.20 per employee
Laundromat	1.50 per washer
Barber Shops	0.08 per chair
Beauty Shops/Nail Salon/ Spa Pedicures	0.30 per booth
Factories	0.50 per 1000 sq. ft.
Warehouses	0.10 per 1000 sq. ft.
Hospitals	1.40 per bed
Public Institutions (Library/ Courthouse)	0.40 per employee
Uses that do not correspond to categories above	Site Specific Estimates

II. INFLOW AND INFILTRATION

A. Fee

Each community shall pay additional fees for excess inflow and infiltration delivered to the County interceptor for treatment. Excess inflow and infiltration shall be considered to be any flow in excess of two (2) times the annual average flow. If a 25-year storm event results in excess flows, no fee shall be collected by the County Agency.

The fees shall be as follows:

Volume from 2 to 2.5 times the community average flow	\$1.00 per 100 cubic feet
Volume from greater than 2.5 to 3 times the community average flow	\$2.00 per 100 cubic feet
Volume greater than 3 times community average flow	\$3.00 per 100 cubic feet

B. Penalty

For each event in which a community's flow exceeds three (3) times the community's average flow, the community will pay a \$5,000.00 penalty to the County Agency. The funds will be returned to the community on a dollar per dollar basis for each dollar spent on removing / eliminating inflow and infiltration in their collection system.

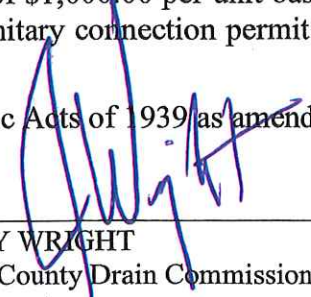
III. CHARGES:

A. County Capital Improvement Fee

The County will charge a Capital Improvement Fee of \$1,000.00 per unit based upon the "Table of Unit Factors" prior to the issuance of a sanitary connection permit (B-Permit). The County Agency shall collect the fee.

The rates are established pursuant to Act 342 Michigan Public Acts of 1939 as amended.

Dated: 11.3.21


JEFFREY WRIGHT
Genesee County Drain Commissioner
The County Agency

GCDC-WWS SEWER RATE FACT SHEET November 2021

- ❖ **Last Sewer Rate Increase:** July 2014 7.5 years ago
- ❖ **Last Water Rate increase:** March 2018? 3.5 years ago
- ❖ **Sewer Rate increase is for 5 years: 2022-2027**
- ❖ **Cost to Homeowner:**
 - Average 2 person home: 500 cf* or 3,740 gals/month (125 gallons per day)
\$3 month increase
 - Average 4 person home: 1000 cf or 7,480 gals/month (250 gallons per day)
\$6 month increase
 - Average Large Family home: 1500 cf or 11,220 gals/month (375 gallons per day)
\$9 month increase
 - Flat Rate customers will see a \$7 per month increase

Note: Local Municipalities add their own rate to the GCDC-WWS base rate
* cf = cubic feet, one cubic foot of water is equivalent to 7.48 gallons

- ❖ **GCDC-WWS Rate increase is primarily due to the following requirements:**
 - The Sewage Treatment Plants 2021 New Discharge Permit requires significant I&I investigation, planning, engineering, and capital expenditures
 - Emerging PFAS/PFOS Monitoring, Response Requirements, Solids Handling cost impacts
 - Increased Electrical costs due to new Consumers/DTE Peak Demand Charges
 - Increased Rehabilitation of Existing Infrastructure – Original System 60 years old
 - Increased Costs for Chemicals, Equipment, Parts, Covid Related Inflation, and Supply Chain Costs
- ❖ **Utility Bill Comparison**
 - We provide Drinking Water Supply, Sewage Disposal, and Sewage Treatment as a Utility Service
 - Low Monthly Cost when compared to similar utilities such as Gas, Electric, Cable, Phone
 - This rate increase represents approximately a 26% increase for five years or an average of 5.2% per year. The Consumer Price Index (CPI) rose 33% since our last rate increase.



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

Meeting: 12/06/21 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Racheal Boggs
Department Head: Racheal Boggs

K.1

ADOPTED

AGENDA ITEM (ID # 5256)

DOC ID: 5256

**Approve and authorize the payment of Attorney Billing
(Doyle) 11/10/21 to 11/30/21 in the amount of \$5,689.00.**

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



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

Meeting: 12/06/21 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Racheal Boggs
Department Head: Racheal Boggs

K.2

ADOPTED

AGENDA ITEM (ID # 5241)

DOC ID: 5241

**Approve and authorize the payment of Attorney Billing
(Masud) 10/1/2021 to 10/31/2021 in the amount of \$1,178.00.**

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



DEFEATED

AGENDA ITEM (ID # 5244)

DOC ID: 5244

Approve and authorize the sale of Vacant Lot - Cashin, Parcel No. 59-03-577-036, to give first and final approval for the sale of this parcel to Bay to Bay Investments, LLC, 12745 S. Saginaw St. Grand Blanc MI 48439, for the sum \$10 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

COMMENTS - Current Meeting:

No motion made.

ATTACHMENTS:

- Bay to Bay Investments PA Cashin (PDF)

RESULT: FAILED LACK OF SUPPORT

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 Bay to Bay Investments LLC, husband and wife/a single man/woman, of 12745 S. Saginaw St Ste: 806181, Grand Blanc, Michigan 48439 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) N 20 FT OF LOT 44 FISCHERS HOMESITES NO 1

More commonly known as: Vacant lot on Cashin

Permanent Parcel #: 59-03-577-036

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

1. **PURCHASE PRICE:**

The Purchase Price for the above described property shall be \$ 10.00 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 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.
- c. Purchaser further acknowledges that if they are the adjacent property owner, they must combine the purchased parcel with their principle parcel within 30 days of the date of closing. (as set forth in section 5 of the agreement)

5. **COMBINATION OF PARCELS/ Reversionary Clause/ Election of Remedies:**

- a. Purchaser acknowledges and stipulates that Purchaser shall cause to be combined the purchased parcel that is the subject of the Agreement and the adjacent principle parcel within 30 days of compliance with paragraph 4, above.
- b. Purchaser further acknowledges and stipulates that said parcel combination shall be the sole responsibility and at the sole expense of the Purchaser and Seller shall not bear any liability therefrom.
- c. Purchaser further acknowledges and stipulates that in the event that the subject parcels have not been combined as set forth in subparagraph 5(a), irrespective of compliance with paragraph 4, above, the property shall either revert back to the Seller and any and all money deposited by Purchaser shall be retained by the Seller or the City may institute legal action to compel combination of the parcels, at the City's sole election. ***Purchaser shall be responsible for all fees**, legal and otherwise, associated with the reversion of the property to the Seller in the event Purchaser does not voluntarily transfer title back to the Seller and legal proceedings are necessary to obtain title or in the event legal proceedings are necessary to compel specific performance of the combining of the parcels.

6. TITLE:

- a. Seller does not warrant title. Purchaser is responsible to obtain evidence of satisfactory title. Seller will not provide title insurance.
- b. 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.

7. CONDITION OF PREMISES:

Purchaser acknowledges, notwithstanding paragraph 4, above, 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.

8. 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.

9. 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.

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

BRENDA S. MOULTONBY: DUANE HASKINS, MAYORDATEBY: RACHEAL BOGGS, CLERKDATEPurchaser:Print Name: Bay to Bay Investments LLC Registered Agent: Matthew KimballSignature: Matthew Kimball Date: 11/22/21Address: 12745 S Saginaw Rd Ste. 806181
Grand Blanc, MI 48439Phone: 810.836.5862Is your spouse also going to be on the title? ☒ No Yes - if yes, spouse must sign belowSpouse:N/A

Print Name: _____

Signature: _____ Date: _____

Attachment: Bay to Bay Investments PA Cashin (5244 : Sale of City-Owned Property - V/L Cashin)



ADOPTED

AGENDA ITEM (ID # 5251)

DOC ID: 5251 A

**Approve and authorize the "Hard Cap" Resolution 2021-23
regarding the cost sharing model set forth in State of
Michigan Public Act 152 of 2011.**

ATTACHMENTS:

- PA 152 Memo (DOCX)
- Hard Cap 80-20 Calculation 2021 for 2022 (XLSX)

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

INTEROFFICE MEMORANDUM

TO: MAYOR HASKINS
FROM: JODI HOLBROOK, CONTROLLER
SUBJECT: PA 152 OF 2011 FOR FISCAL YEAR 2021-2022
DATE: NOVEMBER 30, 2021

It is that time of year again whereby City Council needs to choose between the health insurance choices of: Opt Out, Hard Cap or 80/20 for the 2021-22 fiscal year. There is a health insurance requirement for obtaining Act 51 dollars. This requirement states that if a municipality complies with PA 152 of 2011, then Act 51 dollars will continue uninterrupted.

Attached you will find a copy of the analysis of the Hard Cap versus 80/20 options which includes the current bi-weekly payroll deduction amounts for employees (council member data is on a monthly basis) and an estimate for 2021-2022 with a 10% increase in rates. Annual out-of-pocket expenses for employees is also listed which includes the co-insurance amounts of \$1,000 per single employee, \$2,000 per two person and \$2,000 per family.

If Council members have questions prior to the December 6, 2021 meeting or need further clarification, they can direct their questions to me through your office as per proper protocol.

Attachment: PA 152 Memo (5251 : Hard Cap 80/20 PA 152)

Public Act 152 Options

	City Cost	Employee Cost	Total Cost
Opt Out	\$1,180,998		\$1,180,998
Hard Cap	\$1,027,795	\$153,203	\$1,180,998
80/20	\$967,398	\$213,600	\$1,180,998

Annual Out of Pocket for Employees**			
	Opt Out	Hard Cap	80/20
Single	\$1,000.00	\$1,237.04	\$2,411.39
Two Person	\$2,000.00	\$2,568.89	\$5,275.34
Family	\$2,000.00	\$2,711.11	\$5,954.18

Hard Cap			
	2020-21 Per Pay	2021-22 Per Pay	Estimated 2022-23 Per Pay*
Hard Cap-Community Blue			
Single (1 employee)	\$38.55	\$31.87	\$35.06
Two Person	\$92.51	\$76.46	\$84.11
Family (1 employee)	\$115.64	\$95.61	\$105.17
Council Person-Single (monthly)	\$123.91	\$123.23	\$135.55
Council Person-Two Person (monthly)	\$293.73	\$295.75	\$325.33
Council Person-Family (monthly)	\$366.51	\$369.68	\$406.65
Hard Cap-Simply Blue w/HRA			
Single (17 employees)	\$15.72	\$9.12	\$10.03
Two Person (9 employees)	\$37.73	\$21.88	\$24.07
Family (39 employees)	\$47.16	\$27.35	\$30.09
Council Person-Single (monthly)	\$119.03	\$117.62	\$129.38
Council Person-Two Person (monthly)	\$271.57	\$272.95	\$300.25
Council Person-Family (monthly)	\$326.95	\$329.52	\$362.47

80/20		
	2021-22 Per Pay	Estimated 2022-23 Per Pay*
80/20-Community Blue		
Single (1 employee)	\$56.87	\$62.56
Two Person	\$136.50	\$150.15
Family (1 employee)	\$170.62	\$187.68
Council Person-Single (monthly)	\$123.23	\$135.55
Council Person-Two Person (monthly)	\$295.75	\$325.33
Council Person-Family (monthly)	\$369.68	\$406.65
80/20-Simply Blue w/HRA		
Single (17 employees)	\$54.28	\$59.71
Two Person (9 employees)	\$125.97	\$138.57
Family (39 employees)	\$152.09	\$167.30
Council Person-Single (monthly)	\$117.62	\$129.38
Council Person-Two Person (monthly)	\$272.95	\$300.25
Council Person-Family (monthly)	\$329.52	\$362.47

Hard Cap Limits			
	2020-21	2021-22	2022-23
Single	\$6,818.87	\$7,043.89	\$7,304.51
Two Person	\$14,260.37	\$14,730.96	\$15,276.01
Family	\$18,596.96	\$19,210.66	\$19,921.45

*Includes an estimated increase of 10% in health insurance premiums.

**Annual out of pocket for employees includes co-insurance and the annual payroll deduction for the Simply Blue plan.

Attachment: Hard Cap 80-20 Calculation 2021 for 2022 (5251 : Hard Cap 80/20 PA 152)



ADOPTED

AGENDA ITEM (ID # 5252)

DOC ID: 5252

Approve and authorize the City Treasurer to pay MERS a lump sum of \$1,000,000 via wire transfer by 12/31/21 to be applied to the unfunded liability of the City of Burton pension plan.

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



ADOPTED

AGENDA ITEM (ID # 5254)

DOC ID: 5254

Approve and authorize the Amy Street Capital Projects Shortfall Elimination Plan.

ATTACHMENTS:

- Amy Street Capital Project Deficit Elimination Plan 6-30-21 (DOCX)

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

City of Burton Legislative Body Resolution and Deficit Elimination Plan:

WHEREAS City of Burton's **Amy Street Capital Project Fund** has a \$91,275.00 deficit fund balance on June 30, 2021; and

WHEREAS, Act 275 of the Public Acts of 1980 requires that a Deficit Elimination Plan be formulated by the local unit of government and filed with the Michigan Department of Treasury:

NOW THEREFORE, IT IS RESOLVED that the City of Burton's legislative body adopts the following as the **Amy Street Capital Project Fund** Deficit Elimination Plan:

BE IT FURTHER RESOLVED that the City of Burton's Mayor submits the Deficit Elimination Plan to the Michigan Department of Treasury for certification.

Fund 4146 - AMY ST PAVING CAP PROJ 13-008-P				
	2022	2023	2024	2025
Unrestricted Net Position (Deficit) July 1	\$ (87,322)	\$ (71,147)	\$ (54,547)	\$ (37,447)
Revenue				
TRANSFER IN FROM FUND 3146 AMY SAD Collections	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Total Revenue	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Expenditures				
INTEREST ON LOAN	\$ 3,825	\$ 3,400	\$ 2,900	\$ 2,400
Total Expenditures	\$ 3,825	\$ 3,400	\$ 2,900	\$ 2,400
Add Back Depreciation	n/a	n/a	n/a	n/a
Unrestricted Net Position (Deficit) June 30	\$ (71,147)	\$ (54,547)	\$ (37,447)	\$ (19,847)
	2022	2023	2024	2025
CA-CL (Deficit) July 1	\$ 46,927.56	\$ 63,102.56	\$ 79,702.56	\$ 96,802.56
Revenues	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Expenditures	\$ 3,825	\$ 3,400	\$ 2,900	\$ 2,400
Add Back Depreciation	\$ -	\$ -	\$ -	\$ -
CA-CL (deficit) June 30	\$ 63,102.56	\$ 79,702.56	\$ 96,802.56	\$ 114,402.56

ADD CLERK'S CERTIFICATION

Amy Street Capital Project Fund

Shortfall \$91,275

Solution: The City will be collecting assessments from the Amy Street residents over a term of 15 years. The assessment will end in the year 2028. The City found it more cost effective to borrow money from its Sewer Fund than to go out to bond for such a small project. The City had a deficit in this fund for prior years. Until the City finds another funding source, this will continue into the future.



ADOPTED

AGENDA ITEM (ID # 5258)

DOC ID: 5258

GIS Project 2022-2028 Approve and authorize with Genesee County Aerial Imagery Project 2022-2028 at an expected cost of \$24,758.46 over six years, and agrees to pay at least the initial payment of \$4,126.41 to Genesee County no later than June 1st, 2022.

ATTACHMENTS:

- Contract for GIS 2022-2028 (PDF)

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

Genesee County Aerial Imagery Project 2022-2028 Intergovernmental Agreement

1.0 INTRODUCTION

The Genesee County Aerial Imagery Project 2022-2028 is a coordinated effort to acquire both oblique and orthogonal high-resolution digital aerial imagery for the entire County of Genesee in spring 2022 and 2025 with online hosting through 2028. This project includes the use of Geographic Information System (GIS) technology to enable users to see multiple views of their entire jurisdiction with the ability to find, view, analyze, and measure any structure, intersection, alley, property, or other feature. Genesee County, Michigan is leading this partnership in cooperation with multiple county agencies, cities, townships, and government entities to provide current aerial photography and GIS technology throughout the County.

1.1 Objective

This agreement between Genesee County and City of Burton, a partnering organization, defines the Project rights and responsibilities, including identification of project deliverables, authorized usage, cost sharing, and the general implementation schedule associated with the project.

1.2 Definitions

- 1.2.1 Partnering Organization – is a City, Township, County Department, or other government entity that enters into a cost share or intergovernmental agreement with Genesee County to help fund, support, and develop the Genesee County Aerial Imagery Project 2022-2028.
- 1.2.2 Outside Agent – is any government entity, public institution, private vendor, consulting firm, not-for-profit organization, or any other outside organization or person not in a partnering organization.
- 1.2.3 Project Representative – is the designated employee or legal representative of a partnering organization who will act as the main point of contact for all Project administrative communications with Genesee County. The project representative should be someone who can make or influence administrative and financial decisions in their organization.
- 1.2.4 Technical Representative – is the designated employee or legal representative of a partnering organization who will assist on all technical matters related to the setup, training, and support of the Genesee County Aerial Imagery Project 2022-2028 for their organization.
- 1.2.5 Authorized User – is an employee or legal representative of a partnering organization who uses the application software along with its associated imagery on or through authorized workstations for the use of the partnering organization.
- 1.2.6 Authorized Workstation – is a computer or computer network owned and operated by a partnering organization or an explicitly authorized support vendor.
- 1.2.7 Geographic Information System (GIS) – is a computer-based informational unit or network used to map and analyze digital representations of geographic features or events within the County of Genesee.

2.0 PROJECT DELIVERABLES

2.1 Products

The partnering organization will be entitled to the following products as part of the Genesee County Aerial Imagery Project 2022-2028:

- 2.1.1 Orthophotos – means true-color, high-resolution, ortho-rectified, digital aerial imagery taken from an orthogonal (straight-down) perspective. This imagery will cover the ground surface representing the approximate geographic extent of the partnering organization's jurisdiction. This imagery will be stored in an uncompressed TIFF format, represented in the RGB natural color spectrum with a dynamic range of 24 bits with a pixel (picture element) resolution of between 3 and 6 inches.
- 2.1.2 Oblique imagery – means true-color, high-resolution, digital imagery taken from an oblique (angled) perspective. This imagery will include multiple overlapping views of the various features located within the approximate geographic extent of the partnering organization's jurisdiction. This imagery will be stored in a TIFF format, represented in the RGB natural color spectrum with a dynamic range of 24 bits. This imagery will be obtained with a pixel resolution of between 3 and 6 inches.
- 2.1.3 Electronic Field Study (EFS) software – means the Pictometry/EagleView's proprietary computer desktop visualization tool that allows its users to view aerial imagery and measure distances, heights, perimeters, lengths, widths, and the area of objects within that imagery. This software also offers GIS data integration and search capabilities. The intention of this project is to update this product as required.
- 2.1.4 Connect Explorer – means the web-based system hosting the aerial imagery and GIS data which can be accessed through a standard web browser on desktop or portable devices.
- 2.1.5 Genesee County's Parcel base map layer – means the GIS compatible digital representation of the partnering organization's tax parcels, which includes parcel identification numbers, property addresses, school districts, and parcel area. This data will be provided by the Genesee County GIS Department and updated on an annual basis.

2.2 Services

The partnering organization will be entitled to the following services as part of the Genesee County Aerial Imagery Project 2022-2028:

- 2.2.1 Project Management - The Genesee County GIS Department will be responsible for overall project management and coordination of the Genesee County Aerial Imagery Project 2022-2028 and will provide the partnering organization with the digital imagery, and associated GIS datasets listed in section 2.1.5 of this agreement.
- 2.2.2 Technical Support - The Genesee County GIS Department will assist a technical representative from the partnering organization with user login/account creation

and provide technical assistance as needed. It will be the responsibility of the technical representative to periodically review a list of accounts for accuracy. Technical support will be available from the Genesee County GIS Department. Additional technical support will be available directly from Pictometry/EagleView, through email and toll-free phone access.

- 2.2.3 Training – The Pictometry/EagleView website hosts numerous short training videos. The project includes web-based training sessions for any interested members of each partnering organization. The Genesee County GIS Department will periodically organize web-based training sessions as needed.

3.0 AUTHORIZED USAGE

3.1 Pictometry/EagleView Products

The installation and use of the EFS software and the oblique imagery is governed by a license agreement between the Pictometry/EagleView and Genesee County. As a condition of using the EFS software and oblique imagery the partnering organization agrees to comply with the following terms:

- 3.1.1 Only authorized users shall use the EFS software and oblique imagery.
- 3.1.2 The EFS software does not require a seat license, which means unlimited use of the software is authorized while it is being used for Genesee County or partnering organization business.
- 3.1.3 The EFS software shall only be installed or used on those computers identified as authorized workstations.
- 3.1.4 The EFS software is for internal use only. Neither the partnering organization nor its employees may redistribute this software to any non-partnering organization or individual.

4.0 COST SHARE

The overall cost of the project is expected to be \$592,520. Funding for the project will come from a variety of sources, including Genesee County, the Genesee County Road Commission, the Genesee County Drain Commissioner, Genesee County 911, the Genesee County Land Bank, and all partnering Cities and Townships. The Genesee County Equalization Department will contribute a GIS parcel base map layer to provide for searching for imagery by address. The local communities' portion of the total cost will be calculated after contributions from county-wide participating organizations are subtracted. The remaining balance will then be allocated among the cities and townships according to the level of imagery captured (neighborhood or property) and the 2021 parcel count. Based on the cost share described above, City of Burton understands that its six-year project cost is expected to be \$24,758.46, and agrees to pay at least the initial pay amount of \$4,126.41 to Genesee County no later than June 1st, 2022.

The partnering organization understands that the cost listed above includes perpetual use of the imagery and six years of online access through Connect Explorer and software updates for the EFS software. Online access and acquisition of new imagery after the six-year term is

Genesee County Aerial Imagery Project 2022-2028 Intergovernmental Agreement
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contingent upon the partnering organization entering into a new or updated agreement with Genesee County.

5.0 GENERAL IMPLEMENTATION SCHEDULE

The imagery will be made available online to the partnering organization within 90 days of the acceptance of the imagery delivered from Pictometry/EagleView, which is expected to be early Summer of 2022. The six-year duration of the license agreement with Pictometry Corporation International shall run from the first delivery date involving the oblique imagery.

SUMMARY

Prior to project implementation, the partnering organization agrees to establish a project representative and technical representative for their organization and provide contact information for both individuals to the Genesee County GIS Department. The partnering organization understands that Genesee County is not liable for the quality, completeness, or accuracy of any product or any delay in services associated with the Genesee County Aerial Imagery Project 2022-2028 and therefore cannot be held accountable. The partnering organization understands that the terms identified in this document regarding use of the EagleView products constitute a license agreement between the Pictometry/EagleView and Genesee County (see attached Pictometry International Corp. General License Terms and Conditions). The partnering organization agrees to all the terms provided in this document and those of the license agreement between the Pictometry Corporation and Genesee County, and understands that any breach of these terms may result in the partnering organization relinquishing its project deliverables without refund and could prevent the partnering organization from further participation with Genesee County Aerial Imagery Project 2022-2028.

Attachment: Contract for GIS 2022-2028 (5258 : GIS Project 2022-2028)

This intergovernmental agreement embodies the entire contract between Genesee County and the partnering organization relative to the purchase, installation, and use of all products associated

Genesee County Aerial Imagery Project 2022-2028 Intergovernmental Agreement
October 25th, 2021

with the **Genesee County Aerial Imagery Project 2022-2028**. Any additions, deletions, or modifications to this agreement must be in writing and signed by both parties.

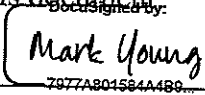
I hereby authorize City of Burton to enter into agreement with Genesee County as a partnering organization under the terms in this document, and pursuant to approval by the governing body on (date) _____.

Signed: _____ Date: _____

Name: _____

Title: _____

I hereby authorize Genesee County to enter into agreement with City of Burton under the terms specified in this document:

Signed:  Date: 11/30/2021
7977A801584A489...

Name: _____

Title: Board of Commissioners, Chair

Pursuant to Resolution _____.

Attachment: Contract for GIS 2022-2028 (5258 : GIS Project 2022-2028)

SECTION B**LICENSE TERM****PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use with computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantial within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in the information provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of image of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

Attachment: Contract for GIS 2022-2028 (5258 : GIS Project 2022-2028)

SECTION B**LICENSE TERM****PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies of work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
 - (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
 - (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
 - (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

Attachment: Contract for GIS 2022-2028 (5258 : GIS Project 2022-2028)

SECTION B

LICENSE TERMS

PICTOMETRY SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
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Attachment: Contract for GIS 2022-2028 (5258 : GIS Project 2022-2028)

- F. **Force Majeure.** Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
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[END OF SOFTWARE LICENSE AGREEMENT]

Attachment: Contract for GIS 2022-2028 (5258 : GIS Project 2022-2028)

SECTION C

NON-STANDARD TERMS AND CONDITIONS

Notwithstanding anything set forth in this Agreement to the contrary:

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Michigan, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Michigan in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
3. Section 3.1 of the Delivered Content Terms and Conditions shall be modified to the following: "**Geographic Data**. If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you and may be distributed and modified by Pictometry only as part of its products and services provided under this Agreement, and provided that at no time shall Pictometry claim ownership of that data."

[END OF NON-STANDARD TERMS AND CONDITIONS]



ADOPTED

AGENDA ITEM (ID # 5259)

DOC ID: 5259

**Budget Amendment Approve and authorize the following
2021-2022 budget amendment: Increase 1001-2009-818.7100
Pictometry & Orthoimagery Project by \$1,627; Decrease
General Fund Balance by \$1,627.**

ATTACHMENTS:

- Budget Amendment 2021-22 12-06-2021 Assessor (DOC)

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

INTEROFFICE MEMORANDUM

To: Mayor Duane Haskins
From: Controller Jodi J. Holbrook
Date: December 2, 2021

Re: Memo of Explanation for
City Council Meeting of 12/06/2021

Mayor Haskins:

I am requesting that Council approve a budget amendment within the General Fund Budget as follows: Increase 1001-2009-818.7100 Pictometry & Orthoimagery Project by \$1,627; Decrease General Fund Balance by \$1,627.

This budget amendment adds for the remaining cost of the new contract with GIS for the 2022 calendar year.

Attachment: Budget Amendment 2021-22 12-06-2021 Assessor (5259 : Budget Amendment)



ADOPTED

AGENDA ITEM (ID # 5255)

DOC ID: 5255

**Budget Amendment Approve and authorize the following
2021-2022 budget amendment: Increase 2007-2007-975.0002
Gasoline Storage Tank by \$20,000; Decrease Police Fund
Balance by \$20,000.**

ATTACHMENTS:

- Budget Amendment 2021-22 12-06-2021 Pol (DOC)

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

INTEROFFICE MEMORANDUM

To: Mayor Duane Haskins
From: Controller Jodi J. Holbrook
Date: December 1, 2021

Re: Memo of Explanation for
City Council Meeting of 12/06/2021

Mayor Haskins:

I am requesting that Council approve a budget amendment within the Police Fund Budget as follows: Increase 2007-2007-975.0002 Gasoline Storage Tank by \$20,000; Decrease Police Fund Balance by \$20,000.

This budget amendment adds for the remaining cost of the fuel tank that was planned and allocated to FY 20-21. Because of the delay in the tank production, the balance was not paid last fiscal year and went back to the police fund balance.

Attachment: Budget Amendment 2021-22 12-06-2021 Pol (5255 : Budget Amendment)