



CITY OF BURTON
BURTON CITY COUNCIL MEETING
JANUARY 22, 2019
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: THOMAS MARTINBIANCO

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

C. ROLL CALL

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

D. STAFF PRESENT

Paula Zelenko, Mayor	Amanda Doyle, Attorney
Bette Bigsby, Acting Clerk	Sue Warren, HR Director
Karen Moffitt, Controller	Charles Abbey, Deputy DPW Director
Marvin Epperson, Fire Chief	Mike Odette, Police Chief
Mike Mathiak, Police	Marshall Sabourin, Police
Sarah Conquest, Police	Hayden Prine, Police
Alex Yax, Police	Dana Ackerman, Police

E. APPROVAL OF MINUTES

1. City Council - Committee of the Whole - Dec 3, 2018 6:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

2. City Council - Regular Meeting - Dec 3, 2018 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

3. City Council - Regular Meeting - Dec 17, 2018 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

4. City Council - Regular Meeting - Jan 7, 2019 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

F. ADMINISTRATIVE REPORTS

Mayor Zelenko pointed out the various reports in the agenda packet as well other reports for the Council. She let them know there will be some budget reports at the February meeting. She also asked for a closed session under 8(D) before audience participation.

Mayor Zelenko asked Chief Odette to come forward and introduce the four new officers and give a brief history of each officer's education.

Chief Odette introduced and welcomed Officer Sarah Conquest, Officer Hayden Prine, Officer Dana Ackerman and Officer Adam Yax.

1. Jan 2019 Investment Report
2. Revenue and Expenditure Report as of December 31, 2018
3. Mayor Credit Card statement
4. Mid-year budget review

G. COMMITTEE REPORTS

None.

H. AUDIENCE PARTICIPATION

Barbara Ferris of Burton spoke about her house being foreclosed and what she can do to save it.

Tommy McHale of Burton and Charles Rogers of Burton are here to address the purchase of vacant lots. Two of the lots on the agenda we would like to purchase for our own personal use to build on. The rest of the properties, our intent is to team up with a builder and put new homes on them. We will maintain them until that happens. We have bid the properties at the city's asking price and this will be a benefit to the City of Burton.

Jim Craig of Burton stated we are creating a new Facebook page. It is burton mi.restaurants where Burton restaurants can upload their menu and specials. It is designed to create some positive publicity for these local businesses. Please go to the page and share throughout the community. Mr. Smith has the flyer for those who are interested.

I. COUNCIL DISCUSSION

Mr. Martinbianco stated Barb's comment does not fall on deaf ears. He would like to see what options there are to keep her in her home.

Mr. Abbey stated he has been in conversation with the homeowner. He has also been talking to the county and the Land Bank. The only people that can do anything is the City Council. He suggests to be careful so we don't open pandora's box but these situations need to be looked at individually. This is one that may warrant a closer look from the council. It has to go through a clear title process. I can give you all the information I have so far and you can go from there.

Mr. Martinbianco asked what the time frame is for dealing with the Land Bank on something like this.

Mr. Abbey stated the Land Bank has reverted it back to us. So, it is our responsibility.

Mr. O'Keefe stated we need to look at the financial capacity of the homeowner as well.

Mr. Heffner stated Mr. O'Keefe asked for the results from the last election regarding the vote break down of the proposal for recreational marijuana a couple meetings ago. He would like it so he knows how the residents want them to vote.

Mayor Zelenko stated that will be in your mailboxes tomorrow. There will be an update about this at the MML Conference in March as well.

Mr. Heffner stated he would like a break down of which employees wages are being charged to the water department emailed to each Council Member.

Mayor Zelenko said she will do that.

1. Motion to go into Closed Session Under 8(D).

Council went into closed session at 7:28 PM and returned at 7:55 PM.

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

2. Motion for a Consent Agenda for Items 6-21 Sale of Vacant Properties.

Mr. Smith is concerned about one person, Charles Rogers buying several properties for \$25.00 - \$50.00. What are his plans with this? He asked for the administration to go through the vacant lots that Mr. Rogers is interested in purchasing.

Mr. Abbey stated our concern is getting the lots on the tax roll. If they have a plan to develop them or sell them for a profit, we don't have a problem with it. Under the terms and conditions in the conditional purchase agreement it states they must maintain those lots including removal of junk and debris. As long as they do this, from the city standpoint, we don't care who buys them. We don't want them coming back to the city where we have spend the money to maintain them.

Mr. Martinbianco asked why are we only charging \$50.00?

Mr. Abbey stated some of these lots we have owned for several years and we have spent a ton of money on them over the years. At this point, they are not on the tax roll so we are losing money there. It is a win for us if they go back on the tax roll and the owner maintains them regardless of the selling price. We did offer these lots at a higher price and there were no bids.

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

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Doyle) 1/02/2019 to 1/15/2019 in the amount \$5,392.25.

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

2. Approve and authorize the payment of Attorney Billing (Masud) December 2, 2018 - December 20, 2018 in the amount \$1,923.00.

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

3. Approve and authorize the Poverty Tax Exemption guidelines and application for 2019.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

4. Approve and authorize the Park & Recreation Commission 5 year plan

Mayor Zelenko introduced Lisa Easterwood from Fleis and Vandenbrink to give an overview of the Park & Recreation five year plan.

Lisa Easterwood from Fleis and Vandenbrink provided a summary of the new Parks & Recreation 5 year plan. The purpose of the plan is to guide the Park & Recreation Commission through projects and budgeting over the next 5 years. This is also a tool that is used to seek out funding and is required by the DNR when applying for grants. We held a public workshop on August 8, 2018, we had an online survey available, we discussed the plan during November and December Parks and Recreation Meetings that were open to the public, we did an assessment of each park in Burton, we updated the goals and objectives and the 5 year capital improvement sections of the plan. Key projects included are the Iron Belle Trail for which we are currently working on a grant, improvements at Settlement Park, continued improvements at Kelly Lake Park, general maintenance and barrier free compliance on all parks. The 30 day review period required by the DNR was November 15, 2018 to December 15, 2018 it was advertised in the newspaper and on the city website. The plan was sent to the County and Regional Planning Commissions for review and comment. On December 12, 2018 a recommendation was made to City Council to approve the plan. Tonight there is a public comment opportunity to finish the process. It is item H on the agenda. City Council will be acting on the 5 year plan tonight as well. This is agenda item #4.

Mr Martinbianco asked how much of the County presence that we have here in Burton was taken into account when talking about the availability of park services and how do other communities that have parks funded by the county factor into our needs that the new plan brought forth?

Ms. Easterwood stated DNR requires us to do a park inventory where we identified all parks in the city and surrounding areas. This is a tool used by the commission to assess what recreation facilities are available to the community and what areas are lacking.

Mr. Martinbianco stated he is more concerned about the metrics involved regarding how many people went to For-Mar as opposed to Kelly Lake or other parks we provide.

Ms. Easterwood said we don't analyze the activity at the County Parks. They are just identified in the plan as a resource for recreation. The commission uses that information only to assess where recreational needs are met or not met.

Mr. Martinbianco asked if we take into account the aging community needs?

Ms. Easterwood stated demographics does come into play with these plans but a large part of it is based on community input. The age demographic is included in this plan.

Mr. Heffner congratulated the Parks and Recreation Commission on a job well done and thanked them for their hard work on this plan.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

5. Approve and authorize the Council appointment of Don Jones, Burton, MI 48509 as an alternate to City of Burton Zoning Board of Appeals, term serving February 2019 through October 2022.

Mrs. Conley stated Don Jones is in the audience tonight. I don't see the other candidates. This proves he wants the job.

Mr. Haskins has a concern, without stating a name, that one of the candidates may not be a Burton Resident.

Council took a brief recess to check on the residency status of the candidate.

Mrs. Bigsby stated the candidate is registered to vote in the City of Burton.

Mr. Heffner asked the City Attorney to share information regarding serving on two boards within the city at the same time.

Attorney Doyle stated there is no inherent conflict in serving on the the city's DDA Board and the ZBA.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

6. Approve and authorize the sale of Vacant Lot – Bergin Ave., Parcel No. 59-32-501-157, to give first and final approval for the sale of this improved parcel to Michael Spencer, 4069 Barnes Ave., Burton, MI 48529 for the sum of \$50 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

7. Approve and authorize the sale of Vacant Lot – Springfield, Parcel No. 59-15-552-103, to give first and final approval for the sale of this improved parcel to Charles Rogers, 4200 Springfield, Burton, MI 48509 for the sum of \$1500 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

8. Approve and authorize the sale of Vacant Lot – Lapeer Rd., Parcel No. 59-14-501-001, to give first and final approval for the sale of this improved parcel to Rebecca Cousineau, 4111 Meadow Lane, Mt. Morris, MI 48458 for the sum of \$500 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

9. Approve and authorize the sale of Vacant Lot – Judd Rd., Parcel No. 59-31-576-003, to give first and final approval for the sale of this improved parcel to Renee Cassidy, 1419 E. Judd Rd., Burton, MI 48529 for the sum of \$5 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

10. Approve and authorize the sale of Vacant Lot – Leta St., Parcel No. 59-28-528-069, to give first and final approval for the sale of this improved parcel to Laverne Kingsbury, 3336 Leta St., Burton, MI 48529 for the sum of \$50 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

11. Approve and authorize the sale of Vacant Lots – E. Bristol Rd., Parcel No. 59-26-300-020 and S. Genesee Rd., Parcel No. 59-26-300-031, to give first and final approval for the sale of this improved parcel to Thomas M. McHale Trust, 4124 S. Belsay Rd., Burton, MI 48519 for the sum of \$5000 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

12. Approve and authorize the sale of Vacant Lot – Cutler Ave., Parcel No. 59-14-576-139, to give first and final approval for the sale of this improved parcel to Charles Rogers, 4200 Springfield, Burton, MI 48509 and Thomas M. McHale, 4124 S. Belsay Rd., Burton, MI 48519 for the sum of \$300 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

13. Approve and authorize the sale of Vacant Lot – Connell St., Parcel No. 59-30-578-245, to give first and final approval for the sale of this improved parcel to Charles Rogers, 4200 Springfield, Burton, MI 48509 and Thomas M. McHale, 4124 S. Belsay Rd., Burton, MI 48519 for the sum of \$25 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

14. Approve and authorize the sale of Vacant Lot – Allen St., Parcel No. 59-30-577-236, to give first and final approval for the sale of this improved parcel to Charles Rogers, 4200 Springfield, Burton, MI 48509 and Thomas M. McHale, 4124 S. Belsay Rd., Burton, MI 48519 for the sum of \$300 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

15. Approve and authorize the sale of Vacant Lot – Morrison Ave., Parcel No. 59-31-527-226, to give first and final approval for the sale of this improved parcel to Charles Rogers, 4200 Springfield, Burton, MI 48509 and Thomas M. McHale, 4124 S. Belsay Rd., Burton, MI 48519 for the sum of \$25 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

16. Approve and authorize the sale of Vacant Lot – Brady Ave., Parcel No. 59-32-551-056, to give first and final approval for the sale of this improved parcel to Charles Rogers, 4200 Springfield, Burton, MI 48509 and Thomas M. McHale, 4124 S. Belsay Rd., Burton, MI 48519 for the sum of \$100 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

17. Approve and authorize the sale of Vacant Lot – Schumacher Ave., Parcel No. 59-32-504-094, to give first and final approval for the sale of this improved parcel to Charles Rogers, 4200 Springfield, Burton, MI 48509 and Thomas M. McHale, 4124 S. Belsay Rd., Burton, MI 48519 for the sum of \$50 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

18. Approve and authorize the sale of Vacant Lot – Scottwood Ave., Parcel No. 59-32-501-034, to give first and final approval for the sale of this improved parcel to Charles Rogers, 4200 Springfield, Burton, MI 48509 and Thomas M. McHale, 4124 S. Belsay Rd., Burton, MI 48519 for the sum of \$25 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

19. Approve and authorize the sale of Vacant Lot – Williamson Ave., Parcel No. 59-32-504-053, to give first and final approval for the sale of this improved parcel to Charles Rogers, 4200 Springfield, Burton, MI 48509 and Thomas M. McHale, 4124 S. Belsay Rd., Burton, MI 48519 for the sum of \$50 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

20. Approve and authorize the sale of Vacant Lot – Williamson Ave., Parcel No. 59-32-503-316, to give first and final approval for the sale of this improved parcel to Charles Rogers, 4200 Springfield, Burton, MI 48509 and Thomas M. McHale, 4124 S. Belsay Rd., Burton, MI 48519 for the sum of \$50 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

21. Approve and authorize the sale of Vacant Lot – Williamson Ave., Parcel No. 59-32-503-151, to give first and final approval for the sale of this improved parcel to Charles Rogers, 4200 Springfield, Burton, MI 48509 and Thomas M. McHale, 4124 S. Belsay Rd., Burton, MI 48519 for the sum of \$50 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Wells

K. FIRST READING OF ORDINANCE

1. Approve and authorize the first reading of amended Ordinance 30.03. An ordinance to amend Chapter 30.03 of the City of Burton Code of Ordinances by the increase in the salary of the Clerk of the City of Burton and to provide for the effective dates thereto.

Mr. Smith asked for clarification from the City Attorney.

Attorney Doyle stated it is her understanding that because the ordinance states "salary upon appointment" this does not apply to and interim or acting Clerk.

RESULT:	FAILED [3 TO 3]
MOVER:	Duane Haskins, Vice President
SECONDER:	Vaughn Smith, Councilman
AYES:	Haskins, O'Keefe, Smith
NAYS:	Martinbianco, Heffner, Conley
EXCUSED:	Wells

2. Approve and authorize the second reading of amended Ordinance 30.03. An ordinance to amend Chapter 30.03 of the City of Burton Code of Ordinances by the increase in the salary of the Treasurer of the City of Burton and to provide for the effective dates thereto.

Mr. Martinbianco is taken back that these positions haven't been bifurcated when talking about the first reading. We didn't say we were going to divide them. In other words, item K is inclusive of 1, 2, 3 and 4 and it was never amended to act on just number 1, 2, 3 or 4. Should we have done this prior to taking the first vote? He would like the opinion of the City Attorney about the proper procedure for this.

Attorney Doyle stated these are all first readings of an ordinance.

Board discussion regarding the proper procedure.

Mayor Zelenko stated the terminology is the same on each one of these as they were given to me from the City Attorney after review from the council. So, the amounts are all the same. It was my understanding from the last meeting that council clearly wanted them broken out so it could be voted on individually.

Mr. Heffner stated he thought after the last meeting this was a done deal. He didn't know they were going to be brought back but he is ok with it.

RESULT:	CARRIED [4 TO 2]
MOVER:	Duane Haskins, Vice President
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Smith
NAYS:	Heffner, Conley
EXCUSED:	Wells

3. Approve and authorize the first reading of amended Ordinance 30.03. An ordinance to amend Chapter 30.03 of the City of Burton Code of Ordinances by the increase in the salary of the Assessor of the City of Burton and to provide for the effective dates thereto.

Mr. Smith asked to the City Attorney's interpretation of the hourly salary for the Assessor.

Attorney Doyle stated the Assessor is paid hourly and this is ok as long as the pay does not exceed the annual amount identified in the ordinance.

RESULT:	FAILED [3 TO 3]
MOVER:	Duane Haskins, Vice President
SECONDER:	Vaughn Smith, Councilman
AYES:	Haskins, O'Keefe, Smith
NAYS:	Martinbianco, Heffner, Conley
EXCUSED:	Wells

4. Approve and authorize the first reading of amended Ordinance 30.03. An ordinance to amend Chapter 30.03 of the City of Burton Code of Ordinances by the increase in the salary of the Fire Chief of the City of Burton and to provide for the effective dates thereto.

RESULT:	CARRIED [4 TO 2]
MOVER:	Duane Haskins, Vice President
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Smith
NAYS:	Heffner, Conley
EXCUSED:	Wells

L. SECOND READING OF ORDINANCE

1. Approve and authorize the second reading of amended Ordinance 30.03. An ordinance to amend Chapter 30.03 of the City of Burton Code of Ordinances by the increase in the salary of the Chief of Police of the City of Burton and to provide for the effective dates thereto.

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

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

Meeting was adjourned at 8:25 PM.



CITY OF BURTON
BURTON CITY COUNCIL MEETING
DECEMBER 3, 2018
MINUTES

Council Chambers

Committee of the Whole

6:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 6:00 PM.

A. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Councilman	Present	
Duane Haskins	Vice President	Late	6:10 PM
Dennis O'Keefe	Councilman	Present	
Steven Heffner	President	Present	
Danny Wells	Councilman	Present	
Vaughn Smith	Councilman	Present	
Christina Conley	Councilwoman	Present	

B. STAFF PRESENT

Paula Zelenko, Mayor
 Rik Hayman, Chief Of Staff
 Sue Warren, HR Director
 Bette Bigsby, Acting City Clerk
 Karen Moffitt, Controller
 Marvin Epperson, Fire Chief
 Mike Odette, Police Chief
 Charles Abbey, Deputy DPW Director

C. ADMINISTRATIVE REPORT

Mayor Zelenko had handed out a packet of information regarding the administrative officers compensation and proposed changes to the ordinance. More information was put in Council mailboxes.

D. AUDIENCE PARTICIPATION

Steve Hatfield wanted to address one issue. Finding candidates and recruiting is hard. Finding quality candidates for a Chief position is difficult. I know the salary the Chief is making here. As a detective in Grand Blanc with a population of 8,000 I made more than the Chief you have now. That should never happen. We are lucky that Mike Odette was in the wings to take over when Chief Osterholzer retired. If you had to do a search for a chief you would not have gotten quality candidates. You would have gotten people from very rural areas that wanted the title. Retired Chiefs who wanted to come in and be retired with a second job. Burton police department is active we have a seven mile border we have to be active at. We need a chief who knows what they are doing and knows the area and is willing to get involved. I urge you to seriously consider that through this process.

E. COUNCIL DISCUSSION

Minutes Acceptance: Minutes of Dec 3, 2018 6:00 PM (APPROVAL OF MINUTES)

1. Ordinance 30.03; ADMINISTRATIVE OFFICERS; COMPENSATION AND BENEFITS

Mr. O'Keefe stated he has been advocating this for over 5 years. I think I would like to summarize some of the comments over the last few of these meetings. These positions have no salary increase in almost 10 years. Mr. Smith had a great observation in our last meeting. He took two percent inflation times 10 years which is 20 percent of lost buying power. I think this is terrible considering the Charter 5 is the senior management of the city. Who has responsibility for them? The Mayor appoints them and we approve. We have some skin in this game. These employees were hired by us and the Mayor I understand the first part of the 10 years it was very difficult. Who speaks for the Charter 5? They have no contract and no union. Very easy to miss the whole boat sometimes. Urge council to look at this and consider it, is something we really need to do.

Mr. O'Keefe asked the Mayor how set she was on July of 2019. He doesn't know why we are waiting that long. He would like to see the date changed to beginning of 2019. Not prolong for another 7 months. Labor market has changed dramatically since these people were hired. Peer group analysis very good. Labor market has changed since they were hired. Something that really truly needs to be done.

Ms. Conley agrees with Mr. Hatfield, the Police Chief does need a raise. When you say some of these employees have been here since 2009; some of these employees have only been in their position for less than a year. It is not like they have not gotten a raise since 2009. We went through different people. We have to look at individual people and see when they were employed. That is the way she looks at it.

Mr. Martinbianco in part concurs with Mr. O'Keefe about initiating change. My change is that the ones that have been brought by the administration is to change to January 1, 2019. I don't have a problem with numbers. Budgetary thing we have to look at budget. No problem with numbers except assessor. When we go out to look you may find that someone won't do it for less than \$100,00.00 a year. Everything else I had no problem.

Mr. O'Keefe looked through books in regards to available money. Will need a budget amendment. Do you have resources to make these changes if budget amendment from someplace?

Mayor responded they would have to look at each budget and see where we are if it is moved to January 1st. We used July 1 because of budget year. Just because the number on paper says what it says does not mean they would automatically go that high. We have a history of not taking everyone to the max. Have a history of doing it in increments.

Mr. Martinbianco use the annual salary of the assessor "an amount determined by the Mayor not in excess of the following amounts" Mayor has the levy to determine the amount.

Mayor Zelenko said the raise here is not for the person it is for the position. Have to be able to attract good qualified candidates. A good start to open our discussion.

Mr. Martinbianco stated years ago when Mr. Becker wore both those hats deputies were in charge take both wages and spit them in addition to their duties. What would be the expectation.

Mayor believe the controller could not be treasurer and controller there has to be a separation of duties and location. Believe that is why Mr. Becker had to choose treasurer or controller. Could not be both.

Mr. O'Keefe back to going from July 1 to January 1. It has come up continually and it has never been the right time. Would like to see the January 1, 2019 date. We are talking about the ordinance and then it has to come back to the council before there is any money. Would like to have a report on how we are going to do it and where the money is to do it. If approved at the next meeting before second meeting. Have a committee of the whole and go over the budget.

Mr. Haskins doesn't feel it would need to come back to Council for approval. Once it is voted on it is up to the Mayor to implement.

Mayor stated it may need to come back to the council because it may cross budgets and there may have to be a budget amendment.

Mr. Heffner stated Mayor would not have to come back to Council to give raise if this passes. I would like to see Police Chief made immediate. Make effective January 1st. First reading tonight and then another January 27th. That is two readings. Would like to see the other four taken up before budget time.

Mayor stated it was an ordinance and it takes two readings.

Mr. Wells stated there is a right way and a wrong way to do it. My opinion of this meeting is here is the high mark and here is the low mark. I don't even know where they are with credentials. We are hiring someone and hoping they have the credentials. I called a few of these places today. A lot of these places share the cost with another city. What I would like to do tonight is find a happy medium.

Mr. Heffner stated we have to see how this is going to affect any future union negotiations. It was alluded that the unions are seeing what we are going to do with the Charter 5.

Mayor stated the Charter 5 's retirement was already taken to a defined contribution. Wages are set by ordinance.

Ms. Conley wants to vote on each one separately.

Mr. Martinbianco was not sure it could be part and parceled out.

Ms. Doyle stated it can be amended. It requires two readings each time.

Mr. Smith stated the Chief took a \$15,000.00 pay cut to take the position. Regarding the other positions, if you look at the time value of money they have lost 2% a year. He likes growth rate increases. Wants to get the Police Chief increased.

Mr. Martinbianco stated remember Charter 5 can only be appointed when the Mayor counts to 4. They are potentially only there as long as the Mayor is there.

Mr Heffner asked What stops the Mayor from taking them to the top right away?

Mr. Wells the Chief knew what he was getting into when he took the job. We are going to make it right.

Mr. Haskins stated they all deserve a raise. Look at the fire Chief he has been here. They have been here a while and show they deserve a raise. I don't know what would be the best way to institute this.

Mr. O'Keefe stated there is one dollar amount in here. I had introduced salary ranges but it got no traction. Mr. Martinbianco brought up a good point. If I was hired by Mayor Zelenko and people have to know the Mayor is up for election every 4 years. You work at the will of the Mayor. Another factor in looking at the salary. Can't be guaranteed a job for four years if performance not there. Need to make a decision before the first of the year.

Mr. Wells stated we always took that into consideration before. They were compensated thusly. They had some good retirement that we have had to whittle away at. Lets have a conversation and put some numbers together.

Mr. Smith no problem with numbers. Mayor touched on it we have touch on their pension. They are more like contract employees. Would like to see growth. It works and holds employees accountable.

Mayor Zelenko stated one of the reasons we gave a wage history is to demonstrate we do have those conversations. We wanted salary ranges and that did not get a lot of support from Council so I went back to way it was written by previous administration.

Mr. Martinbianco is a bit skiddish about the Assessor.

Mr. Wells stated the other thing we could do is hold this off until July 1 and give a stipend for waiting until July 1.

Mr. O'Keefe stated for five years he has heard the same thing. It is time to fish or cut bait. I agree with everything except the July 1 date.

Mr. Heffner stated we all agree the Police Chief deserves a raise. Mr. Smith made a good point about the way he did. We do not have to do it all at once. We can bump the Chief up and then revisit this at budget season.

Mayor Zelenko reminded the Council that each time a change is made there has to be two readings and then it has to be published. It could be costly if you piece meal. Mush easier and more efficient to do it all at once.

Mr. O'Keefe made a recommendation that everything stays the same except the date be January 1, 2019. Mr. Martinbianco agreed.

Meeting was adjourned at 6:57 PM.

Minutes Acceptance: Minutes of Dec 3, 2018 6:00 PM (APPROVAL OF MINUTES)



CITY OF BURTON
BURTON CITY COUNCIL MEETING
DECEMBER 3, 2018
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: DUANE HASKINS

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

C. ROLL CALL

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

D. STAFF PRESENT

Paula Zelenko, Mayor
Amanda Doyle, Attorney
Rik Hayman, Chief of Staff
Robert Slattery, DPW Director
Charles Abbey, Deputy DPW Director
Karen Moffitt, Controller
Mike Odette, Police Chief
Brian Warden, LT
John Owen, Police
Eric Freeman, Police
Dave Powell, Police
Todd Claerhout, Police
Brian Abraham, police
Don Schreiber, Police
Amber Berry, Police
Dennis Gross, Police
Chuck Iddins, Police

E. APPROVAL OF MINUTES

1. City Council - Workshop - Aug 6, 2018 6:00 PM

Minutes Acceptance: Minutes of Dec 3, 2018 7:00 PM (APPROVAL OF MINUTES)

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Tom Martinbianco, Councilman
SECONDER: Christina Conley, Councilwoman
AYES: Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith, Conley

2. City Council - Public Hearing - Nov 26, 2018 6:00 PM

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Tom Martinbianco, Councilman
SECONDER: Christina Conley, Councilwoman
AYES: Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith, Conley

3. City Council - Special Meeting - Nov 26, 2018 6:30 PM

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Tom Martinbianco, Councilman
SECONDER: Christina Conley, Councilwoman
AYES: Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith, Conley

4. City Council - Regular Meeting - Oct 15, 2018 7:00 PM

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Tom Martinbianco, Councilman
SECONDER: Christina Conley, Councilwoman
AYES: Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith, Conley

F. ADMINISTRATIVE REPORTS

Mayor Zelenko reminded everyone about the Pizza with Santa on Saturday, December 8, 2018 at Bendle High School.

Mayor Zelenko spoke about the tax reverted properties that were coming back to the City and they would be on the agenda at the next meeting.

Mayor Zelenko asked Police Chief Odette to relay a story related to the Police Department.

Chief Odette spoke about Greg Greer who made a whole thanksgiving meal and brought it to the Police Station on Thanksgiving feeding first and second shift plus other officers who had come in.

Mr. Slattery gave an update on the roads and the costs associated to date.

G. COMMITTEE REPORTS

Mr. Martinbianco apologized about making a Legislative meeting and having to cancel. He is planning on doing one after the beginning of the New Year.

H. AUDIENCE PARTICIPATION

Minutes Acceptance: Minutes of Dec 3, 2018 7:00 PM (APPROVAL OF MINUTES)

Hal Telling labor representative for Police Officers labor council. Chris Watts, Labor representative he represents the patrol officers also in attendance as well as Michael Aitkins, attorney. The Resolution that was covertly introduced is a problem for them. This resolution was not the language used in negotiations. There was no ambiguity about what was negotiated. They are willing to take any action they need to take legally to make sure the Council stands up to their side of the bargain.

Steve Hatfield spoke about the food distribution on the 29th of November. His second issue was talking about a resolution for a Charter review to be put on the ballot. He went and looked at the video and feels it was quite clear. Feels it should have been on the ballot in November.

I. COUNCIL DISCUSSION

Mr. Smith would like the administration to answer Mr. Hatfield's question on why it was not on the ballot.

Mr. Hayman stated there was no language to put on ballot. Council should have come up with language. Attorney should have come up with language. Had nothing to put on ballot. Mr Wells asked what the resolution was for. Mr. Smith stated it was to ask the residents if they wanted to open the Charter.

The resolution was to put the question to the citizens if they wanted to open the Charter.

Mr. Wells is disturbed about resolution on Police Contract. Wanted to know how Jack Belzer got in the middle of this. Mr. Wells feels 5 votes are needed to spend money on Mr. Belzer. We spent \$300,000.00 on a contract and feels it was a pretty good contract. Continuity among police officers to keep them here 25 years. Feels it is going behind the back of a few of us. It was talked about in closed session. Not about getting Belzer involved. Mr. Wells doesn't feel comfortable with the young man. He was asking Sue Warren who should have been negotiating our contract. Mr. Martinbianco inquired where he was getting the \$300,000.00 number. Going no where with him tonight. Mr. Slattery any idea when Grand Traverse is going to be done? It was submitted in the TIP. Will know in February.

Mr. Smith stated it was a little over \$100,000.00. Feels misled administration had someone there. When I voted for contract bundled agreement with Union. Bonus and pay in lieu of pension. Told the numbers after the fact numbers changed a lot. Asked to vote on something after the fact that is not the way it is supposed to be.

Mr. Heffner wondered how all these people got this information.

Mayor Zelenko says she was misled. Mr Leadford would not give her the opinion. Mr. O'Keefe feels misled going back to last executive session felt he was two chapter behind because he did not have the same information as everyone else. Jack Belzer being at next meeting. Tonight I was handed a resolution. Feel like I am three chapters behind. not going to work for him tonight.

Mr Heffner stated Mr. Belzer is the Council attorney. Mr. Belzer could answer the question if the Council decided to take legal action against administration.

Mr. Martinbianco asked when the closed session minutes would be available. Attorney Doyle stated they could be viewed where they are kept in her office. Minutes are sealed from the public.

Mr. Wells confused about Mr. Belzer being the Council attorney. Needed clarification. Mr. Heffner stated Mr. Belzer is the Council attorney. Ms. Doyle is the City Attorney.

Mayor stated the Belzer bill still says in reference to Paula Zelenko Vs Burton City Council. Common understanding of 25 and out it means just that. If you pass this resolution she will veto it. Mr. Martinbianco stated that is all we needed to know.

Mr. Smith asked for an explanation for the role of each attorney. Ms. Doyle stated she advises the Mayor, Council and administration. She could not represent either side in the Mayor/ Council conflict. Mr. Belzer was hired when the Mayor and Council.

Mayor asked, What is the Labor Attorney if he is not to represent the City? That would be representing the Council and the Mayor. Why is she excluded from his opinion that was given to Council in closed session. Mr. Heffner stated it was because the Mayor was not in attendance. She has asked Mr. Leadford for the opinion from Mr. Leadford and he stated he did not have the authority to release it from Council. Mr. Smith stated Ms. Warren was in closed session and she could have given you the information. Sue was not afforded a copy of the opinion. Council took it as Sue was representing the administration. Mr. Hayman was the designee for the Mayor.

Mr. Heffner stated that Sue Warren was the designee for labor negotiation that is why she was asked to go into closed session. Mr. Hayman is a union employee and why he was excluded.

Mr. Haskins seen politics at its finest. He was voting no on contract. Mr. Leadford made it very clear the language that was in contract. The problem is that contract was approved by Council and ratified by police. How it was explained by labor attorney is what this Council voted on. The grievance that was filed had merit. Should not have been handled on the administrative level. That grievance should have moved forward to the arbitrator. Mayor does not have the authority to change contract language. The only reason I can support the resolution you cannot change contract language on an administrative level. Getting different sides of the story all the way around. The was contract explained was very clear. If something wrong should have been handled in arbitrators hand. Should not have been squashed at administrator level.

Mr. Heffner stated the resolution was more about the Mayor's authority to change meaning of contract.

Mayor stated she has the authority to settle grievances.

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Doyle) 11/13/2018 to 11/26/2018 in the amount \$4,499.75.

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

2. Approve and authorize the Attorney Billing (Belzer) 10/01/2018 to 10/28/2018 in the amount \$2,112.50.

Mr. Haskins stated if the bills are saying what Mayor stated it needs to be changed because it is not the same issue and requested to table until next meeting.

RESULT:	TABLED [UNANIMOUS]	Next: 1/7/2019 7:00 PM
MOVER:	Duane Haskins, Christina Conley	
SECONDER:	Tom Martinbianco, Councilman	
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith, Conley	

3. Approve and authorize the following 2018-2019 budget amendment: Increase 4001-000-887.0000 Clerk/Election Equipment by \$17,000; Decrease 4001-0000-390.0000 Unappropriated Surplus by \$17,000.

Mr. Martinbianco asked for clarification.

Ms. Moffitt stated \$20,000.00 in budget for election equipment. Bill sent about time there was a change in the Clerk office. Recently became aware of the bill.

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

4. Approve and authorize the following 2018-2019 budget amendment in the Major Streets Fund: Increase 2002-0000-557.0000 State Revenue PA 207 by \$184,000 and Increase 2002-4051-802.7603 PA 207 Road Preservation by \$184,000; and within the Local Streets Fund Budget as follows: Increase 2003-0000-557.0000 State Revenue PA 207 by \$276,000 and Increase 2003-4051-802.7603 PA 207 Road Preservation by \$276,000.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith, Conley

5. Approve and authorize the City Treasurer to pay MERS a lump sum of \$1,000,000 via wire transfer by 12/31/18 to be applied to the unfunded liability of the City of Burton pension plan.

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

6. Approve and authorize the "_____" Resolution 2018-____ regarding the cost sharing model set forth in State of Michigan Public Act 152 of 2011. (Choose "opt out" or "hard cap" or "80/20").

Mr. Haskins asked for Opt out be chosen. No support.

Mr. Martinbianco asked for the 80/20 hard cap.

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

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

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

8. Approve the 2019 Meeting Dates for Burton City Council and the Board of Review

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

9. Motion to Approve and Authorize a Resolution to Enforce City Policy Pertaining to Bridged Pension Benefits.

RESULT: **CARRIED [5 TO 2]**
MOVER: Duane Haskins, Vice President
SECONDER: Tom Martinbianco, Councilman
AYES: Martinbianco, Haskins, Heffner, Smith, Conley
NAYS: O'Keefe, Wells

10. Motion to add to agenda: Approve and Authorize a Resolution to Enforce City Policy Pertaining to Bridged Pension Benefit.

RESULT: **CARRIED [5 TO 2]**
MOVER: Tom Martinbianco, Councilman
SECONDER: Vaughn Smith, Councilman
AYES: Martinbianco, Haskins, Heffner, Smith, Conley
NAYS: O'Keefe, Wells

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

K. FIRST READING OF ORDINANCE

1. Approve and authorize the first reading of an ordinance to amend sections A, B, C, D, and E of Ordinance 30.03, Administrative Officers Compensation and Benefits Adopted.

Mr. O'Keefe wished to make a modification to change date to January 1, 2019.

Mr. O'Keefe asked to modify the date to January 2019. Mr. Martinbianco supported the change. Changes initiated by administration is what is being agreed to. Mr. Haskins agrees with Mr. Wells it is a budget issue.

Mr. Haskins made a motion to table and seconded by Mr. Wells.

Mr. O'Keefe, Mr. Martinbianco and Mr. Smith voting in the negative.

RESULT:	TABLED [4 TO 3]	Next: 12/17/2018 7:00 PM
MOVER:	Duane Haskins, Vice President	
SECONDER:	Danny Wells, Councilman	
AYES:	Haskins, Heffner, Wells, Conley	
NAYS:	Martinbianco, O'Keefe, Smith	

Meeting was adjourned at 8:44 PM.



CITY OF BURTON
BURTON CITY COUNCIL MEETING
DECEMBER 17, 2018
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: STEVE HEFFNER

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

C. ROLL CALL

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

D. STAFF PRESENT

Paula Zelenko, Mayor	Rik Hayman, Chief of Staff
Bette Bigsby, Acting City Clerk	Charles Abbey, Deputy DPW Director
Mike Odette, Police Chief	Brian Warden, Lt.
Chuck Iddins, Lt.	Brian Abraham, Police
John Owens, Police	Amber Berry, Police
Erin Hodge, Police	Tony Brooks, Police
Don Schreiber, Police	Dennis Gross, Police
Wayne Newman, Police	Nelson Lakey, Police
Mark Mahon, Police	Kevin Kissel, Police
Dave Powell, Police	Kevin Jones, Police
Eric Freeman, Police	Todd Claerhout, Police

E. APPROVAL OF MINUTES

1. City Council - Committee of the Whole - Nov 5, 2018 6:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith, Conley

2. City Council - Regular Meeting - Nov 5, 2018 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith, Conley

3. City Council - Regular Meeting - Nov 19, 2018 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith, Conley

F. ADMINISTRATIVE REPORTS

Mayor Zelenko gave an overview of the various projects that have happened in the City during 2018. She said we are working on the ballot language proposal for a charter commission and to review and recommend the potential city charter revisions. We will bring this to city council after the first of the year.

Mayor Zelenko spoke regarding the accomplishments of various city employees and the education they have taken on during the year.

1. Revenue and Expenditure Report as of November 30, 2018

G. COMMITTEE REPORTS

Mr. Smith stated Elmwood will be asking to open a medical marijuana facility where their restaurant currently is. This will be coming back in front of the Planning Commission March 12, 2019 @ 5 PM.

Mr. O'Keefe said I am the representative for Genesee County 911 Consortium. We met last Tuesday. Normally we would have had a financial report from Plante & Moran at the end of the year but it was not on the agenda. Maybe we will have it in January. They gave a report on the installation of the 800 MHz radios. The county approved a mileage and the cost of the new radios to all the municipalities was \$6.5 Million. We did not have to pay anything. This is 75% completed and there are still a few glitches they are working through. Emergency sirens will last one minute now. They are leasing 65 acres in Atlas Twp. for a tower.

H. AUDIENCE PARTICIPATION

Christopher Watts on behalf of the Police Officer's Labor Council stated we do not believe that the Mayor has the right to change the terms of the contract. What we asked for in our grievance was to settle the dispute over the contract language.

I. COUNCIL DISCUSSION

Mr. Smith asked Mr. Hayman to give an update on the what the council needs to do to change the pay of the members and chair positions for the Commissions as we discussed previously.

Mr. Hayman stated council expressed a desire several months ago to look at the perdiuims and settle on an amount. The first of the year we can address this. It is allowable for the council to set the perdiuims.

Mr. Smith said I had a resident contact me regarding snow being pushed into the road in the winter and grass being blown into the road in the summer. Grass in the road is slippery and is dangerous for motorcycles, etc. Does the city have an ordinance for this?

Mr. Abbey stated this has been an ongoing problem. We are looking into making an ordinance for this, but an ordinance is only as good as the enforcement. This would have to be enforced on a complaint basis. As far as the snow, that one will be a little tougher to deal with. Residents aren't happy that we push the snow back into their driveway after they have already shoveled it out, but when we plow, that is what happens.

Mr. Martinbianco said the gravel driveway entrance into Kelly Lake Park needs to be regraded before it freezes again. Belsay between Potter and Maple Road there are sewer lift bumps in the road that need to be fixed this Spring. Also, at Hemphill Rd and I-475 there are bumps that need repaired. On Camden Avenue one side of the road was done during Dwarf contracts but we did not address the other side. This needs to be addressed in the next budget year.

Mr. Abbey said we want to hit all the gravel roads again before it freezes. We also have some cleanup where they are adding additional gravel to the southend streets. We are looking into an attachment that will take care of the sewer lift bumps.

Mr. O'keefe stated I would like a breakdown per precinct on the votes from the marijuana proposal that was on the ballot. It would be helpful to see how the City of Burton viewed this.

J. COUNCIL ACTION

1. Approve and authorize the Council to go into Closed Session under Section 8(H) of the Open Meetings Act

RESULT:	CARRIED [5 TO 2]
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Haskins, Heffner, Smith, Conley
NAYS:	O'Keefe, Wells

2. Approve and authorize the Attorney Billing (Doyle) 11/27/2018 to 12/10/2018 in the amount \$3,968.25.

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

3. Motion to Call The Question

RESULT:	CARRIED [5 TO 2]
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Wells, Smith
NAYS:	Heffner, Conley

4. Approve and authorize the override of the Mayor's veto of December 5, 2018 regarding action item no. 9 of the December 3, 2018 regular council meeting resolving to enforce City policy pertaining to Bridged Pension Benefits Pursuant to Burton City Charter Section 5.7 .

Mr. Haskins said I do not agree that the Mayor has the right to change contract language that city council set forth. I don't think the Mayor was settling a grievance to change contract verbage. From all the documentation that I have reviewed, I believe that the Mayor believes that that's what was ratified by the police as well.

Mr. Wells stated there was no doubt in my mind, when we voted for it, what that contract said. I thought that keeping our Police Department together was more important than anything else that we had going at the time. We can still balance the budget, that is the key. These people are very important to the city and I want to keep them.

Mr. Martinbianco stated he appreciates each and every officer. He spoke regarding the police contract, 11.3 of the charter, interpetation and certain rights through arbitration. He said what you are doing is setting new city policy relative to contracts that are made by the city council that are abridged by the administration.

Mr. Haskins said once I got all the documentation that was provided on both sides, in my opinion it proves that the police officers honestly ratified a contact with the 25 and out.

Mr. Smith said that contract was based on how it was presented to us in executive session. After I voted I was told that how it was presented to us wasn't how it was being viewed. I would not have voted for it if that had been the case. I would have rather we went back in the negotiating process. Why didn't this come up in the six months of negotiations. What is happening now is the continuation of the culture and mindset that we have had in our city, that is resulting in close to \$15 million of unfunded liability between the health care and the pension. This year the stock market is going to show a loss. The equity that we have in there is not going to provide the funds so we are going to see a backslide again.

Mr. Wells said I don't understand why we do not negotiate our own contracts like we used to. It worked very well for us for a long time.

Mr. Smith said it didn't work. That is why we have \$15 million of unfunded liability now even though part of that was the state. If the stock market goes south, our pension fund will evaporate quickly.

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

K. FIRST READING OF ORDINANCE

1. Approve and authorize the first reading of an ordinance to amend sections A, B, C, D, and E of Ordinance 30.03, Administrative Officers Compensation and Benefits Adopted.

Attorney Doyle said section G6 has been amended and added to the ordinance.

Mr. Wells said there should be some kind of review before the raises are given.

Motion to approve with the addition of the amended Section G6.

RESULT:	CARRIED TO SECOND READING [UNANIMOUS]	Next:
	1/7/2019 7:00 PM	
MOVER:	Duane Haskins, Vice President	
SECONDER:	Dennis O'Keefe, Councilman	
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith, Conley	

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

Meeting was adjourned at 9:27 PM.

Minutes Acceptance: Minutes of Dec 17, 2018 7:00 PM (APPROVAL OF MINUTES)



CITY OF BURTON
BURTON CITY COUNCIL MEETING
JANUARY 7, 2019
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: TINA CONLEY

B. THE PLEDGE OF ALLEGIANCE IS LED BY: TINA CONLEY

C. ROLL CALL

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

D. STAFF PRESENT

Paula Zelenko, Mayor
Amanda Doyle, Attorney
Bette Bigsby, Acting Clerk
Sue Warren, HR Director
Robert Slattery, DPW Director
Charles Abbey, Assistant DPW Director
Marvin Epperson, Fire Chief
Mike Odette, Police Chief

E. APPROVAL OF MINUTES

NONE

F. ADMINISTRATIVE REPORTS

It has been a busy start to the New Year here as we get caught up from the holiday break with new business, new housing.

Governor Snyder signed 340 Bills into law and vetoed 56. The Michigan Municipal League has been tracking these bills and will be addressing them at the Capital

Minutes Acceptance: Minutes of Jan 7, 2019 7:00 PM (APPROVAL OF MINUTES)

Conference March 19 -20, early registration cutoff date is February 28, 2019.

Regular registration will end March 12, 2019.

In addition, Governor Gretchen Whitmer has issued several executive directives to address increased transparency with state government.

Other notables:

- ☐ The Burton Estates property closed on December 21st.
- ☐ Staff is working on the mid-year budget review for your January 22nd meeting.
- ☐ In addition, Administrators have begun work on their FY 2019-20 departmental budget proposals.
- ☐ We are still determining a date for a special meeting with the Woodhill Group and the final rate study presentation.
- ☐ And as I reported at your last meeting, the language for the action needed to initiate the process for a possible Charter revision is on your agenda as item #3.
- ☐ Grand Blanc is the only school district to notify us that they will hold an election for millage renewal in May.
- ☐ You may have received some inquiries from residents regarding the condition of the catwalk over Bristol Road. We have had engineers out to look at it. The condition known as "flaking" is a cosmetic concern not a structural one, but we are in process of addressing it. Mr. Abbey is here to elaborate on details, if you have questions.
- ☐ There are proposed amendments made to the 2017-2020 TIP. None of the amendments affect the City of Burton's projects.
- ☐ The 2019 Poverty Exemption Application and Guidelines are going to be on your January 22nd agenda for adoption.
- ☐ Today, four new police officers took the oath of office to join the ranks of the Burton Police Department. We would like to introduce them to you at your January 22nd meeting.
- ☐ As you mentioned, our former Roads Superintendent, Howard Throop, passed away on Christmas Day. He worked for the city for 27 years. Additionally, Dr.

Marvin Latchanna and Judge Earl Borradaile passed away over the holiday break, our sincere condolences to all of their families.

Lisa Easterwood from Fleis and Vanderbrink is on her way here to briefly go over the Park and Recreation Five Year Plan update. The Park and Rec Commission has worked diligently with Ms. Easterwood on developing this update and wanted you to have ample time to review prior to your consideration on January 22nd. I would like to allow Ms. Easterwood to give you an overview once she does arrive.

G. COMMITTEE REPORTS

Ms. Conley mentioned the Friends of the Library is going to be a book sale at the library she believes it will be the 24 through the 26 of January. Friends of the library would like volunteers.

H. AUDIENCE PARTICIPATION

Leo Foley introduced himself and let the Council know he was planning on running for judge in Genesee County in two years. Here to observe and learn.

Audience participation re-opened:

Bud LeGrande inquired as to how many people we have working in Burton and what their pay is. Stay with same Charter we elected to do.

I. COUNCIL DISCUSSION

Mr. Smith highlighted items from the performance dashboard on the City's website.

Mr. Martinbianco inquired about the recent stock market issues and our retirement fund.

Mr. Smith asked attorney Doyle how to go about getting the \$10.00 increase for commission members of the Zoning, Planning and Parks & Recreation Commission. Attorney Doyle stated it was done by resolution. Mr. Smith asked attorney Doyle to write the resolution for action tonight.

Mr. Wells had questions on the attorney billing. Several billing where the attorney had been in conversation with HUD over Kings Lane.

Attorney Doyle stated that when a HUD property has been foreclosed on the city has first right of refusal. She is not sure where they are in the process. Not sure if city has actively denied or refused.

Mr. Martinbianco stated that he spoke with the person in charge of foreclosed properties at the County. It looks like this may go through in mid February. If so the city would have the first right of refusal. If we decline they would just put up for bid.

Mr. Smith he handles IT for Chamber of Commerce he took a call about a group of investors interested in Kings Lane. He referred them to Amber Abbey in DPW.

Mr. Wells inquired about VIP land holdings. Wondering if it had closed. Attorney Doyle stated it had.

Mr. Wells inquired about a Rizzo property. Mr. Martinbianco memo from MASUD on 30.03 why are we paying two attorneys?

Mr. Martinbianco needed an opinion because he didn't want anything done at the table to trigger a "ME TOO" clause in another union contract. The only things that triggers the me too clause is wage oriented.

Mr. O'Keefe asked to call Chief Odette up to talk about staffing at the police department.

Chief Odette stated we are up to full staff very near future some retirement possibly one to two retirements. We are at 36 right now.

Mr. O'Keefe annual FBI law enforcement report came out. 2.17 per one thousand. Feel 36 is a great number. The one man car thing bothers him. He hopes administration keeps their eye on it.

Mr. Martinbianco asked Chief Odette why come to Burton and serve us what were the negatives. We have 4 very qualified self driven. We did lose one due to pension issues and pay. Lt. Warden, Lt. Iddins and Sgt. Kissel did interviews.

Mr. Martinbianco asked for special time for Mr. LeGrande to speak to Council

Mr. Smith asked to add item #4 to the agenda.

Approve and authorize Pursuant to 30.01(B) 2 the city to increase the rate of compensation of the Planning Commission members, Zoning Commission members and Park & Recreation Commission members of the city of Burton as follows: for all regularly scheduled monthly meetings an additional \$10.00 per meeting per will be paid to each member. In addition, the Chairperson of each commission shall receive a \$10.00 increase for a total of \$20.00 effective January 1, 2019.

Mayor asked for clarification about IQM2 meetings.

Mr. Heffner offered wording of regularly scheduled meetings.

Mayor stated they would need a budget amendment for the increase.

Mr. Martinbianco asked if we were going to need budget amendments for the Charter 5. Mayor stated it would be needed.

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Doyle) 12/11/2018 to 12/29/2018 in the amount \$4,799.00.

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

2. Approve and authorize the payment of Attorney Billing (Masud) November 6, 2018 - November 30, 2018 in the amount \$2,033.00.

Mr. Smith replied to Mr. Legrande the reasoning for two attorneys. Always had a labor attorney as well as an attorney. The labor attorney also negotiated the labor contracts. We brought in a professional to help us.

Mr. Wells stated we had a competent labor attorney in Kellar Thoma. He doesn't believe we ever paid them \$250,000.00. He would like to see the bills from Kellar Thoma.

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

3. Approve and authorize the City of Burton through the Clerk, and with assistance from the City Attorney, place on the ballot of the next regularly scheduled general election held within the City of Burton / of the November 2019 ballot / a special election [pick one], the question of whether the City of Burton shall have a general Charter revision."

Mr. Smith stated it should be November vote.

Mr. Wells no problem looking at Charter and making changes. His point of view better to work on it with Charter Commission and work on it for a year and vote on it in 2020.

Attorney Doyle stated to create a commission and revise the Charter we have to put it on ballot there has to be a vote.

Mayor Zelenko stated the people on the commission have to be elected by the voters.

Mr. Martinbianco stated he supported Mr. Hatfield. But does not feel it needs to go on the ballot. Going to vote against.

RESULT:	FAILED [2 TO 5]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Dennis O'Keefe, Councilman
AYES:	O'Keefe, Smith
NAYS:	Martinbianco, Haskins, Heffner, Wells, Conley

4. Approve and authorize Pursuant to 30.01(B) 2 the city to increase the rate of compensation of the planning Commission members, Zoning Commission members and Park & Recreation Commission members of the city of Burton as follows: for all IQM2 scheduled meetings an additional \$10.00 per meeting per member shall be paid to each member. In addition, the Chairperson of each commission shall receive a \$10.00 increase for a total of \$20.00.

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

5. Approve and authorize the addition of action item #4 to agenda.

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

K. SECOND READING OF ORDINANCE

1. Motion to amend the second reading of Ordinance.

Ms. Conley asked to amend the Second reading to only D & G. Always a firm believer I only wanted to vote on the Chief. I am not going to vote on the five cause some of them have not been on the job a year. Chief Odette certainly deserves this. Revisit later on, on another date.

Mr. Abbey asked if this constituted a new first reading. Mr Heffner stated it did.

Mr. Wells stated with that kind of logic Chief Odette has been in his position less than anybody else.

Mayor Zelenko stated in regards to Mrs. Conley's proposed re-write of the ordinance, I would respectfully ask what conversations took place between the last council meeting's unanimous approval and tonight's last minute re-write proposal to basically single out one person. All of us and the public need to fully understand the issue.

Mr. Smith the police chief was the only one hired from within. The chances of getting this passed is better than with everyone. It was approved but there was some people had some concerns. Just want to make sure our police chief gets a raise.

Mayor Zelenko said on a separate but related and increasing concern, I would like to know how the council expects a mayor to comply with the City Charter and stay on budget when at any time, any one council member is allowed to, behind the scenes, call the city attorney and give a directive to perform a task that increases budget expenditures.

Mayor Zelenko said I have no issue with council wanting to ask the city attorney to write ordinances, resolutions, and opinions, but no one council person has the authority to give the directive. City Council members only have authority when a quorum is seated at a public meeting and the required majority vote occurs. Without it, I believe you are not only in violation of the OMA, but you may not be in compliance with the City Charter as it relates to budget control.

Mayor said further, I believe you are treading on thin ice with the Open Meetings Act. The public has a right to be a part of and weigh in on such matters. That is why we have a committee process; to openly discuss, deliberate, and decide what matters of concern to the city and citizens should be recommended to the full council for approval. To utilize the city attorney as your personal staff member and then spring it on the public at a meeting smacks of secret meetings. Especially when it appears that four or more members knew about the matter at hand prior to the meeting.

All city council business is to be done in the open, in the sunshine, not behind closed doors. This is why we have sunshine laws, the Open Meetings Act.

Mr. Heffner stated a council member called him and asked for the attorney's phone number

Mayor Zelenko stated when talking about January 2019 base salary shall be X amount of dollars; that option takes away the Mayors right to make it lower. It gives question on whether this is retroactive to when person was appointed to position. Look at 2(D) effective January 1, 2019 base salary upon appointment shall be \$92,000.00. With the shall language I can't adjust that. I don't have the flexibility to go from 78 to 89. Has to be 92. The other thing is the base salary upon appointment says \$92,000.00. Is that retroactive all the way back to his appointment?

Mr. Haskins doesn't believe the language about appointment fits in this case because he was already appointed.

Mr. Heffner stated then it would be effective January 1, 2019 it would be \$92,000.00

Mr. Martinbianco if there is contention then strike "upon appointment". There is no such thing as retroactive. The effective date could be today's date.

Mayor stated the base salary would prefer a range or an amount not to exceed the \$92,000.00. Right at section D the salary shall be an amount determined by the Mayor in accordance with the following. You have taken away any chance for that to be less than \$92,000.00.

Mr. Martinbianco stated then you should strike the above language " shall be an amount determined by the Mayor in accordance with the following" then it should say the annual salary of the Chief of Police of City of Burton shall be this amount.

Mayor Zelenko stated that she believed that any Mayor who is the executive that oversees that person to determine what their benefits would be after they have had their meeting to determine what the evaluation has been.

Mr. Martinbianco stated if that were the case everyone would be a contract employee much like the Assessor.

Mayor stated no because they were covered by an ordinance. I need that flexibility.

Mr. Heffner asked if this was the base salary. Mayor Zelenko answered yes it was and asked if that is where they wanted the salary to go. Mr. Heffner responded that he believed it was.

Mr. Heffner stated the flexibility part is in section 3 & 4 at the Mayor's discretion.

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

2. Approve and authorize the second reading of an ordinance to amend sections A, B, C, D, and E of Ordinance 30.03, Administrative Officers Compensation and Benefits Adopted.

RESULT:	POSTPONED [0 TO 7]
NAYS:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith, Conley

3. Approve and authorize the second reading of amended Ordinance 30.03. An ordinance to amend Chapter 30.03 of the City of Burton Code of Ordinances by the increase in the salary of the Chief of Police of the City of Burton and to provide for the effective dates thereto.

Mr. Smith stated he wanted to vote on the second reading after they voted on the first reading. Mr. Heffner stated the original second reading would be sent to Legislative Committee.

Mr. O'Keefe stated we are voting on only one person. Legislative committee is ridiculous. Let's put it to a vote.

RESULT:	CARRIED TO SECOND READING [4 TO 3] Next: 1/22/2019 7:00 PM
MOVER:	Duane Haskins, Vice President
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, Heffner, Smith, Conley
NAYS:	Haskins, O'Keefe, Wells

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

Meeting was adjourned at 8:25 PM.

Minutes Acceptance: Minutes of Jan 7, 2019 7:00 PM (APPROVAL OF MINUTES)



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

Meeting: 01/22/19 07:00 PM
Department: Treasurer Office
Category: Report
Prepared By: Alice Bryce
Department Head: Alice Bryce

F.1

SCHEDULED

AGENDA ITEM (ID # 4173)

DOC ID: 4173

Jan 2019 Investment Report

ATTACHMENTS:

- January 2019 Investment Report (PDF)

**CITY OF BURTON
POOLED CASH INVESTMENT REPORT**

REPORT DATE: 01/10/19

AGENT	COMM PAPER 1	COMM PAPER 2	SPLIT RATING	CERT DEPOSIT	MONEY MKT	TREASURY BILLS
CHASE	\$0.00	\$0.00	\$0.00	\$0.00	\$959,661.28	\$0.00
COMERICA	\$4,903,865.92	\$0.00	\$0.00	\$1,500,000.00	\$0.00	\$1,300,000.00
CUTWATER	\$0.00	\$0.00	\$0.00	\$0.00	\$6,713,436.97	\$0.00
ELGA CREDIT UNION	\$0.00	\$0.00	\$0.00	\$0.00	\$3,774,995.29	\$0.00
FLAGSTAR	\$0.00	\$0.00	\$0.00	\$261,949.57	\$523,762.26	\$0.00
FRANKENMUTH CREDIT U	\$0.00	\$0.00	\$0.00	\$420,686.25	\$0.00	\$0.00
HUNTINGTON BANK	\$0.00	\$0.00	\$0.00	\$0.00	\$2,723,321.52	\$0.00
MULTI BANK SECURITIES	\$1,955,600.00	\$0.00	\$0.00	\$1,430,000.00	\$0.00	\$1,500,000.00
TOTALS:	\$6,859,465.92	\$0.00	\$0.00	\$3,612,635.82	\$14,695,177.32	\$2,800,000.00

GRAND TOTAL: \$27,967,279.06

50% RULE (NON COMM PAPER - COMM PAPER) : \$14,248,347.22

AVERAGE INTEREST : 1.8881

REPORT DATE: 01/10/19

Purchase Amount		Institution Name	Agent	Rate	Days	Date Pur.	Date Due	Interest Due	Daily Int.	CUSIP
\$1,470,057.76	M-3	ELGA C/U Water	ELGA - M	0.7	75	10/30/18	01/13/19	\$2,143.83	\$28.58	
\$4,097,966.07	M-3	MI CLASS - Pooled	CUT - MM	2.41	75	10/30/18	01/13/19	\$20,575.20	\$274.34	
\$63,549.28	M-3	MI CLASS - Fire Cap Projects	CUT - MM	2.41	75	10/30/18	01/13/19	\$319.07	\$4.25	
\$2,551,921.62	M-3	MI CLASS - Sewer Savings	CUT - MM	2.41	75	10/30/18	01/13/19	\$12,812.77	\$170.84	
\$959,661.28	M-3	Chase Earnings Credit	CHS - MM	0.3	75	10/30/18	01/13/19	\$599.79	\$8.00	
\$2,304,937.53	M-3	ELGA C/U Sewer	ELGA - M	0.7	75	10/30/18	01/13/19	\$3,361.37	\$44.82	
\$158,784.90	M-3	Huntington SP Assessment	HUNT - M	0.451	75	10/30/18	01/13/19	\$149.19	\$1.99	
\$2,564,536.62	M-3	Huntington Earnings Credit	HUNT - M	0.45	75	10/30/18	01/13/19	\$2,404.25	\$32.06	
\$523,762.26	M-3	Flagstar - Pooled	FLAG - M	1.24	75	10/30/18	01/13/19	\$1,353.05	\$18.04	
\$491,369.58	O-3	JP Morgan - Pool	CO - 1	2.31	269	04/24/18	01/18/19	\$8,630.42	\$32.08	
\$500,000.00	M-1	FNMA 6yr Call 8497	MBS - TB	1.3	2191	05/20/13	05/20/19	\$39,559.72	\$18.06	3136G1LC1
\$483,445.46	O-3	ING Funding CP	CO - 1	2.25932	266	08/27/18	05/20/19	\$8,207.60	\$30.86	4497W1SL1
\$491,129.50	O-3	ING Funding LLC - Pooled	CO - 1	2.37426	269	09/07/18	06/03/19	\$8,870.50	\$32.98	4497W1T30
\$491,225.00	O-3	Toyota Motor Credit Corp - Po	CO - 1	2.34	270	09/07/18	06/04/19	\$8,775.00	\$32.50	89233HT46
\$491,136.67	O-3	JP Morgan Securities - Poole	CO - 1	2.37234	269	09/18/18	06/14/19	\$8,863.33	\$32.95	46640QTE1
\$250,000.00	M-1	Wells Fargo 3yr Pool	MBS - CD	1.35	1095	06/17/16	06/17/19	\$10,265.63	\$9.38	9497485T0
\$493,509.17	O-3	JP Morgan Securities - SWR	CO - 1	2.58199	181	12/21/18	06/20/19	\$6,490.83	\$35.86	46640QTL5
\$250,000.00	M-1	Freddie Mac 3yr - Pooled	MBS - TB	1.068	1095	06/28/16	06/28/19	\$8,121.25	\$7.42	3134G9US4
\$340,000.00	M-1	Chase SWR - Call	MBS - CD	1.1	1095	07/15/16	07/15/19	\$11,375.83	\$10.39	48125Y5L4
\$490,752.21	O-3	Toyota Motor Credit - Pooled	CO - 1	2.48448	268	10/24/18	07/19/19	\$9,247.79	\$34.51	89233HUK8
\$490,660.00	O-3	Credit Suisse NY - Pooled	CO - 1	2.52812	266	10/26/18	07/19/19	\$9,340.00	\$35.11	2254EBUK5
\$490,600.00	O-3	Toyota Motor Corp - Pooled	CO - 1	2.50667	270	10/26/18	07/23/19	\$9,400.00	\$34.81	89233HUP7
\$490,038.33	O-3	JP Morgan Securities - Poole	CO - 1	2.69639	266	12/21/18	09/13/19	\$9,961.67	\$37.45	46640QWD9
\$1,955,600.00	O-3	NATIXIS - Pooled	MBS - 1	2.96	270	12/21/18	09/17/19	\$44,400.00	\$164.44	63873KWH6
\$261,949.57	M-1	Flagstar - Local Street	FLAG - C	1.6	730	12/11/17	12/11/19	\$8,498.81	\$11.64	
\$500,000.00	M-1	FHLN 3yr Step - Pooled	CO - TB	1.5	1095	12/30/16	12/30/19	\$22,812.50	\$20.83	3134GAA95
\$250,000.00	M-1	FHLN 2.5 Yr - Sewer	CO - TB	1.5	914	08/28/17	02/28/20	\$9,520.83	\$10.42	3134G95B9

Attachment: January 2019 Investment Report (4173 : January 2019 Investment Report)

REPORT DATE: 01/10/19

Purchase Amount		Institution Name	Agent	Rate	Days	Date Pur.	Date Due	Interest Due	Daily Int.	CUSIP
\$1,500,000.00	M-1	JP Morgan Chase - Pooled	CO - CD	2.5	731	07/31/18	07/31/20	\$76,145.83	\$104.17	48128FLB6
\$250,000.00	M-1	FHL 15yr Call Step SWR	CO - TB	1.75	1459	08/30/16	08/28/20	\$17,730.90	\$12.15	3130A8Z22
\$420,686.25	M-1	FRANKENMUTH C/U SEWE	FCU - CD	2.47	1096	03/12/18	03/12/21	\$31,634.67	\$28.86	
\$250,000.00	M-1	Wells Fargo 5yr Pool	MBS - CD	1.75	1826	06/17/16	06/17/21	\$22,190.97	\$12.15	9497485W3
\$340,000.00	M-1	Chase SWR - Call	MBS - CD	1.45	1826	07/15/16	07/15/21	\$25,006.06	\$13.69	48125Y5N0
\$250,000.00	M-1	FHLB 5Yr Step - Pooled	MBS - TB	1.65	2010	05/10/16	11/10/21	\$23,031.25	\$11.46	3130A7VA0
\$500,000.00	M-1	FNMA 15Yr Step Pool	MBS - TB	2.5	2189	03/30/16	03/28/22	\$76,006.94	\$34.72	3136G3FG5
\$300,000.00	M-1	FHLB 5 yr Step - Pooled	CO - TB	2.5	1826	04/27/18	04/27/23	\$38,041.67	\$20.83	3130ADZA3
\$250,000.00	M-1	WELLS FARGO BK - SWR	MBS - CD	3.5	1834	12/20/18	12/28/23	\$44,576.39	\$24.31	949763WAO
\$27,967,279.06								\$640,424.91	\$1,436.95	



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

Meeting: 01/22/19 07:00 PM
Department: Controller's Office
Category: Report
Prepared By: Karen Moffitt
Department Head: Karen Moffitt

F.2

SCHEDULED

INFORMATION ITEM (ID # 4196)

DOC ID: 4196

Revenue and Expenditure Report as of December 31, 2018

ATTACHMENTS:

- Revenue and Expenditure Report 12-31-18 (PDF)

01/16/2019 04:53 PM

User: moffitttk

DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 1/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			12/31/2018 NORMAL (ABNORMAL)	MONTH 12/31/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 1001 - GENERAL FUND						
Revenues						
Dept 0000						
1001-0000-403.0000	CURRENT REAL/PERSONAL TAXES	2,250,300.00	2,069,460.56	4,713.81	180,839.44	91.96
1001-0000-404.0000	TAX CHARGEBACKS	(75,000.00)	0.00	0.00	(75,000.00)	0.00
1001-0000-407.0000	DELINQUENT REAL TAXES	3,200.00	(2.82)	0.00	3,202.82	(0.09)
1001-0000-446.0000	INTEREST & PENALTIES ON TAXES	120,000.00	24,828.26	2,589.06	95,171.74	20.69
1001-0000-450.0000	ALL PERMITS & LICENSE FEES	6,000.00	3,172.50	460.50	2,827.50	52.88
1001-0000-453.0000	FRANCHISE FEES	450,000.00	105,264.02	0.00	344,735.98	23.39
1001-0000-454.0000	LEASE FEES	41,600.00	19,762.14	3,293.69	21,837.86	47.51
1001-0000-539.0002	GRANT REVENUE (STATE) - DNR GRANT	7,000.00	0.00	0.00	7,000.00	0.00
1001-0000-573.0000	LOC COMM STABILIZ SHR APPROPR (STATE)	30,400.00	49,683.00	0.00	(19,283.00)	163.43
1001-0000-574.0000	STATE SHARED REVENUES	2,731,274.00	494,712.00	0.00	2,236,562.00	18.11
1001-0000-576.0000	LIQUOR FEES	18,100.00	18,971.15	0.00	(871.15)	104.81
1001-0000-608.0000	BOARD OF APPEALS	8,000.00	4,010.00	80.00	3,990.00	50.13
1001-0000-618.0000	ADMINISTRATION FEES-TAXES	273,000.00	197,955.09	407.07	75,044.91	72.51
1001-0000-622.0000	ZONING FEES	11,000.00	6,190.00	1,035.00	4,810.00	56.27
1001-0000-627.0000	COPY FEES	1,500.00	1,159.93	98.56	340.07	77.33
1001-0000-666.0000	INTEREST INCOME	15,000.00	68,093.93	0.00	(53,093.93)	453.96
1001-0000-669.0000	INVESTMENT GAINS AND LOSSES	0.00	(14,165.07)	0.00	14,165.07	100.00
1001-0000-673.0000	SALE OF ASSETS	5,800.00	405,194.71	102,085.20	(399,394.71)	6,986.12
1001-0000-674.0000	PARKS AND REC DONATIONS	3,000.00	1,500.00	1,500.00	1,500.00	50.00
1001-0000-675.0000	REFUNDS & REBATES	14,000.00	0.00	0.00	14,000.00	0.00
1001-0000-678.0000	REIMBURSEMENT INCOME	20,000.00	8,348.48	8.48	11,651.52	41.74
1001-0000-691.0653	MEMORIAL DAY PARADE DONATIONS	1,000.00	0.00	0.00	1,000.00	0.00
1001-0000-694.0000	OTHER REVENUES	15,000.00	1,688.37	250.00	13,311.63	11.26
Total Dept 0000		5,950,174.00	3,465,826.25	116,521.37	2,484,347.75	58.25
TOTAL REVENUES		5,950,174.00	3,465,826.25	116,521.37	2,484,347.75	58.25
Expenditures						
Dept 1001 - COUNCIL						
1001-1001-703.0000	SALARY	67,000.00	33,500.10	5,583.35	33,499.90	50.00
1001-1001-710.0000	BOARD OF REVIEW	2,700.00	525.00	262.50	2,175.00	19.44
1001-1001-719.0000	FRINGE BENEFITS	67,500.00	28,705.07	9,410.11	38,794.93	42.53
1001-1001-727.0000	OFFICE SUPPLIES	1,000.00	155.77	0.00	844.23	15.58
1001-1001-728.0000	INFORMATION TECH ALLOCATION	34,600.00	34,600.00	34,600.00	0.00	100.00
1001-1001-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	22,000.00	16,859.28	12,160.79	5,140.72	76.63
1001-1001-818.0000	CONTRACTUAL SERVICES	5,000.00	400.00	0.00	4,600.00	8.00
1001-1001-818.0001	MASTER PLAN	10,000.00	0.00	0.00	10,000.00	0.00
1001-1001-818.0002	SPEC INTERNAL CONTROL REVIEW	50,000.00	11,625.00	0.00	38,375.00	23.25
1001-1001-826.0000	LEGAL	100,000.00	23,526.25	2,343.75	76,473.75	23.53
1001-1001-828.0000	MEMBERSHIP & DUES	12,000.00	10,423.00	300.00	1,577.00	86.86
1001-1001-864.0000	TRAINING	10,000.00	0.00	0.00	10,000.00	0.00
1001-1001-900.0000	NOTICES	5,000.00	482.88	152.28	4,517.12	9.66
1001-1001-910.0000	INSURANCE	105,000.00	93,289.17	0.00	11,710.83	88.85
1001-1001-956.0000	MISCELLANEOUS	500.00	34.99	0.00	465.01	7.00
1001-1001-956.0003	CITY COUNCIL NEWSLETTER	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 1001 - COUNCIL		497,300.00	254,126.51	64,812.78	243,173.49	51.10
Dept 1071 - MAYOR						
1001-1071-703.0000	SALARY	75,000.00	37,001.25	5,692.50	37,998.75	49.34
1001-1071-706.0000	SALARIES PERMANENT	56,300.00	22,437.37	3,308.57	33,862.63	39.85

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM

User: moffittk

DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 2/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			12/31/2018 NORMAL (ABNORMAL)	MONTH 12/31/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 1001 - GENERAL FUND						
Expenditures						
1001-1071-717.0000	RETIREMENT - MERS ACTIVE	9,100.00	3,663.05	553.90	5,436.95	40.25
1001-1071-718.0000	RETIREMENT - MERS RETIREES	22,300.00	8,319.64	1,250.47	13,980.36	37.31
1001-1071-719.0000	FRINGE BENEFITS	71,500.00	32,213.93	7,163.93	39,286.07	45.05
1001-1071-727.0000	OFFICE SUPPLIES	1,000.00	109.44	0.00	890.56	10.94
1001-1071-728.0000	INFORMATION TECH ALLOCATION	12,500.00	12,500.00	12,500.00	0.00	100.00
1001-1071-731.0000	POSTAGE	400.00	28.10	0.00	371.90	7.03
1001-1071-757.0000	OPERATING EXPENDITURES	1,000.00	339.97	127.12	660.03	34.00
1001-1071-818.0000	CONTRACTUAL SERVICE	1,000.00	0.00	0.00	1,000.00	0.00
1001-1071-828.0000	MEMBERSHIP & DUES	2,000.00	1,696.00	0.00	304.00	84.80
1001-1071-863.0000	AUTO REPAIR	500.00	0.00	0.00	500.00	0.00
1001-1071-864.0000	TRAINING	5,000.00	1,702.58	0.00	3,297.42	34.05
1001-1071-867.0000	GAS & OIL	1,300.00	195.81	0.00	1,104.19	15.06
1001-1071-956.0000	MISCELLANEOUS	1,500.00	936.14	0.00	563.86	62.41
1001-1071-984.0000	OFFICE EQUIPMENT	400.00	0.00	0.00	400.00	0.00
Total Dept 1071 - MAYOR		260,800.00	121,143.28	30,596.49	139,656.72	46.45
Dept 1091 - ELECTION						
1001-1091-706.0000	SALARIES PERMANENT	67,400.00	33,569.32	6,830.23	33,830.68	49.81
1001-1091-709.0000	OVERTIME	9,700.00	2,784.55	49.01	6,915.45	28.71
1001-1091-710.0000	FEES PER DIEM	31,000.00	29,388.65	0.00	1,611.35	94.80
1001-1091-717.0000	RETIREMENT - MERS ACTIVE	5,500.00	0.00	0.00	5,500.00	0.00
1001-1091-718.0000	RETIREMENT - MERS RETIREES	42,000.00	19,377.58	4,832.06	22,622.42	46.14
1001-1091-719.0000	FRINGE BENEFITS	35,500.00	11,485.19	1,875.61	24,014.81	32.35
1001-1091-727.0000	SUPPLIES	6,000.00	797.05	0.00	5,202.95	13.28
1001-1091-728.0000	INFORMATION TECH ALLOCATION	1,500.00	1,500.00	1,500.00	0.00	100.00
1001-1091-731.0000	POSTAGE	5,500.00	3,006.02	0.00	2,493.98	54.65
1001-1091-818.0000	CONTRACTUAL SERVICE	7,000.00	600.00	0.00	6,400.00	8.57
1001-1091-861.0000	AUTO ALLOWANCE	500.00	232.62	0.00	267.38	46.52
1001-1091-864.0000	TRAINING	3,000.00	250.58	0.00	2,749.42	8.35
1001-1091-900.0000	NOTICES	400.00	0.00	0.00	400.00	0.00
1001-1091-943.0000	EQUIPMENT RENTAL	1,500.00	199.53	0.00	1,300.47	13.30
1001-1091-956.0000	MISCELLANEOUS	100.00	78.75	0.00	21.25	78.75
1001-1091-977.7089	NEW EQUIPMENT	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 1091 - ELECTION		217,600.00	103,269.84	15,086.91	114,330.16	47.46
Dept 2009 - ASSESSOR						
1001-2009-703.0000	SALARY	75,000.00	44,937.50	8,437.50	30,062.50	59.92
1001-2009-706.0000	SALARIES PERMANENT	147,300.00	68,535.01	11,185.60	78,764.99	46.53
1001-2009-709.0000	OVERTIME	1,500.00	102.56	38.46	1,397.44	6.84
1001-2009-717.0000	RETIREMENT - MERS ACTIVE	2,800.00	0.00	0.00	2,800.00	0.00
1001-2009-718.0000	RETIREMENT - MERS RETIREES	15,100.00	3,957.00	633.12	11,143.00	26.21
1001-2009-719.0000	FRINGE BENEFITS	83,500.00	34,244.94	5,446.23	49,255.06	41.01
1001-2009-727.0000	OFFICE SUPPLIES	1,200.00	54.00	0.00	1,146.00	4.50
1001-2009-728.0000	INFORMATION TECH ALLOCATION	9,400.00	9,400.00	9,400.00	0.00	100.00
1001-2009-731.0000	POSTAGE	7,000.00	209.06	0.00	6,790.94	2.99
1001-2009-757.0000	OPERATING EXPENDITURES	200.00	0.00	0.00	200.00	0.00
1001-2009-818.0000	CONTRACTUAL SERVICE	4,000.00	0.00	0.00	4,000.00	0.00
1001-2009-818.7100	PICTOMETRY & ORTHOIMAGERY PROJECT	3,000.00	0.00	0.00	3,000.00	0.00
1001-2009-826.0000	LEGAL	2,000.00	1,525.00	0.00	475.00	76.25
1001-2009-828.0000	MEMBERSHIP & DUES	1,000.00	795.00	270.00	205.00	79.50
1001-2009-863.0000	AUTO REPAIR	3,000.00	220.46	0.00	2,779.54	7.35
1001-2009-864.0000	TRAINING	3,500.00	1,640.70	0.00	1,859.30	46.88

01/16/2019 04:53 PM

User: moffitttk

DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 3/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			12/31/2018 NORMAL (ABNORMAL)	MONTH 12/31/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 1001 - GENERAL FUND						
Expenditures						
1001-2009-867.0000	GAS & OIL	500.00	81.36	0.00	418.64	16.27
1001-2009-868.0000	AUTO WASH	100.00	0.00	0.00	100.00	0.00
1001-2009-984.0000	OFFICE EQUIPMENT	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 2009 - ASSESSOR		361,100.00	165,702.59	35,410.91	195,397.41	45.89
Dept 2015 - CLERK						
1001-2015-703.0000	CLERK SALARY	60,600.00	28,887.04	4,659.20	31,712.96	47.67
1001-2015-706.0000	SALARIES PERMANENT	32,200.00	16,116.51	3,104.94	16,083.49	50.05
1001-2015-709.0000	OVERTIME	1,800.00	848.19	16.35	951.81	47.12
1001-2015-717.0000	RETIREMENT - MERS ACTIVE	12,300.00	4,792.35	772.96	7,507.65	38.96
1001-2015-718.0000	RETIREMENT - MERS RETIREES	23,000.00	21,415.34	4,023.48	1,584.66	93.11
1001-2015-719.0000	FRINGE BENEFITS	57,000.00	8,527.97	1,106.81	48,472.03	14.96
1001-2015-727.0000	OFFICE SUPPLIES	800.00	182.40	0.00	617.60	22.80
1001-2015-728.0000	INFORMATION TECH ALLOCATION	4,700.00	4,700.00	4,700.00	0.00	100.00
1001-2015-731.0000	POSTAGE	300.00	49.50	0.00	250.50	16.50
1001-2015-818.0000	CONTRACTUAL SERVICE	600.00	242.04	0.00	357.96	40.34
1001-2015-828.0000	MEMBERSHIP & DUES	900.00	480.00	180.00	420.00	53.33
1001-2015-861.0000	AUTO ALLOWANCE	300.00	0.00	0.00	300.00	0.00
1001-2015-864.0000	TRAINING	3,500.00	45.00	0.00	3,455.00	1.29
1001-2015-956.0000	MISCELLANEOUS	300.00	86.25	0.00	213.75	28.75
1001-2015-977.7089	NEW EQUIPMENT	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 2015 - CLERK		199,300.00	86,372.59	18,563.74	112,927.41	43.34
Dept 2023 - CONTROLLER						
1001-2023-703.0000	CONTROLLER SALARY	12,400.00	6,189.20	928.89	6,210.80	49.91
1001-2023-706.0000	SALARIES PERMANENT	37,400.00	17,833.64	2,901.91	19,566.36	47.68
1001-2023-709.0000	OVERTIME	1,600.00	1,265.74	25.86	334.26	79.11
1001-2023-717.0000	RETIREMENT - MERS ACTIVE	6,500.00	2,169.69	333.80	4,330.31	33.38
1001-2023-718.0000	RETIREMENT - MERS RETIREES	25,900.00	10,573.35	1,069.77	15,326.65	40.82
1001-2023-719.0000	FRINGE BENEFITS	27,800.00	10,866.50	2,091.87	16,933.50	39.09
1001-2023-727.0000	OFFICE SUPPLIES	1,600.00	713.24	0.00	886.76	44.58
1001-2023-728.0000	INFORMATION TECH ALLOCATION	9,400.00	9,400.00	9,400.00	0.00	100.00
1001-2023-731.0000	POSTAGE	200.00	0.47	0.00	199.53	0.24
1001-2023-818.0000	CONTRACTUAL SERVICE	1,500.00	1,000.00	1,000.00	500.00	66.67
1001-2023-828.0000	MEMBERSHIP & DUES	1,800.00	385.00	0.00	1,415.00	21.39
1001-2023-864.0000	TRAINING	3,400.00	126.77	0.00	3,273.23	3.73
1001-2023-956.0000	MISCELLANEOUS	400.00	0.00	0.00	400.00	0.00
Total Dept 2023 - CONTROLLER		129,900.00	60,523.60	17,752.10	69,376.40	46.59
Dept 2053 - TREASURER						
1001-2053-703.0000	TREASURER SALARY	13,900.00	6,922.43	1,064.99	6,977.57	49.80
1001-2053-706.0000	SALARIES PERMANENT	9,700.00	4,620.77	739.34	5,079.23	47.64
1001-2053-709.0000	OVERTIME	200.00	2.30	0.00	197.70	1.15
1001-2053-717.0000	RETIREMENT - MERS ACTIVE	2,200.00	1,038.44	159.76	1,161.56	47.20
1001-2053-718.0000	RETIREMENT - MERS RETIREES	1,000.00	261.57	41.84	738.43	26.16
1001-2053-719.0000	FRINGE BENEFITS	10,600.00	4,096.83	935.77	6,503.17	38.65
1001-2053-727.0000	OFFICE SUPPLIES	600.00	347.56	0.00	252.44	57.93
1001-2053-728.0000	INFORMATION TECH ALLOCATION	2,400.00	2,400.00	2,400.00	0.00	100.00
1001-2053-731.0000	POSTAGE	15,000.00	5,584.83	0.00	9,415.17	37.23
1001-2053-757.0000	OPERATING EXPENDITURES	200.00	0.00	0.00	200.00	0.00

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM
User: moffitttk
DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 4/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			12/31/2018 NORMAL (ABNORMAL)	MONTH 12/31/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 1001 - GENERAL FUND						
Expenditures						
1001-2053-818.0000	CONTRACTUAL SERVICE	2,100.00	105.04	0.00	1,994.96	5.00
1001-2053-827.0000	TAX ROLL EXPENSE	8,000.00	4,517.23	0.00	3,482.77	56.47
1001-2053-828.0000	MEMBERSHIP & DUES	175.00	50.00	50.00	125.00	28.57
1001-2053-864.0000	TRAINING	1,500.00	52.32	52.32	1,447.68	3.49
1001-2053-956.3000	BANKING SUPPLIES	500.00	174.98	0.00	325.02	35.00
1001-2053-984.0000	OFFICE EQUIPMENT	1,500.00	0.00	0.00	1,500.00	0.00
Total Dept 2053 - TREASURER		69,575.00	30,174.30	5,444.02	39,400.70	43.37
Dept 2065 - CITY HALL						
1001-2065-706.0000	SALARIES PERMANENT	45,200.00	22,936.58	3,870.14	22,263.42	50.74
1001-2065-709.0000	OVERTIME	300.00	85.80	7.23	214.20	28.60
1001-2065-717.0000	RETIREMENT - MERS ACTIVE	6,800.00	3,448.77	530.58	3,351.23	50.72
1001-2065-718.0000	RETIREMENT - MERS RETIREES	21,600.00	10,819.81	1,641.24	10,780.19	50.09
1001-2065-719.0000	FRINGE BENEFITS	33,800.00	9,606.20	1,739.34	24,193.80	28.42
1001-2065-727.0000	OFFICE SUPPLIES	6,000.00	1,806.60	93.56	4,193.40	30.11
1001-2065-728.0000	INFORMATION TECH ALLOCATION	110,100.00	110,100.00	110,100.00	0.00	100.00
1001-2065-757.0000	OPERATING EXPENDITURES	200.00	95.70	0.00	104.30	47.85
1001-2065-818.0000	CONTRACTUAL SERVICE	5,700.00	2,838.87	102.00	2,861.13	49.80
1001-2065-825.0000	JANITORIAL	10,000.00	4,320.00	720.00	5,680.00	43.20
1001-2065-826.0000	LEGAL	27,000.00	4,333.75	0.00	22,666.25	16.05
1001-2065-910.0000	BUILDING INSURANCE	4,700.00	4,823.53	0.00	(123.53)	102.63
1001-2065-920.0000	UTILITIES	45,000.00	17,006.61	0.00	27,993.39	37.79
1001-2065-937.0000	BUILDING MAINT & SUPPLIES	25,000.00	4,451.31	1,745.66	20,548.69	17.81
1001-2065-937.8000	ADA BLDG/MAINT & SUPPLIES	4,800.00	825.14	152.00	3,974.86	17.19
1001-2065-938.0000	MAINT OF GROUNDS	5,700.00	2,186.31	329.06	3,513.69	38.36
1001-2065-943.0000	EQUIPMENT RENTAL	8,000.00	2,777.75	0.00	5,222.25	34.72
1001-2065-956.0401	PAYMENT ON PENSION UAL	1,000,000.00	1,000,000.00	1,000,000.00	0.00	100.00
1001-2065-975.0000	BOILER REPLACEMENT	58,000.00	0.00	0.00	58,000.00	0.00
1001-2065-975.0001	ROOF REPLACEMENT	30,000.00	0.00	0.00	30,000.00	0.00
1001-2065-977.7089	NEW EQUIPMENT	3,000.00	0.00	0.00	3,000.00	0.00
1001-2065-977.7090	CITY HALL EXPANSION/LEASE DEBT SERVICE	142,100.00	4,258.65	0.00	137,841.35	3.00
Total Dept 2065 - CITY HALL		1,593,000.00	1,206,721.38	1,121,030.81	386,278.62	75.75
Dept 2071 - PUBLIC SERVICE						
1001-2071-879.0000	PUBLIC RELATIONS	1,200.00	0.00	0.00	1,200.00	0.00
1001-2071-880.0000	ECONOMIC DEVELOPMENT-NEXT CORP	3,000.00	0.00	0.00	3,000.00	0.00
1001-2071-922.0000	DRAINS AT LARGE	46,000.00	39,502.00	39,502.00	6,498.00	85.87
1001-2071-922.0001	GILKEY CREEK PRINCIPAL	39,000.00	38,923.00	38,923.00	77.00	99.80
1001-2071-922.0002	GILKEY CREEK INTEREST	4,800.00	3,958.68	3,958.68	841.32	82.47
1001-2071-926.0000	STREET LIGHTING	435,000.00	179,644.75	672.00	255,355.25	41.30
1001-2071-959.7654	DISASTER AID	10,000.00	0.00	0.00	10,000.00	0.00
1001-2071-959.7660	HOLIDAY DECORATIONS/LABOR COST	5,000.00	0.00	0.00	5,000.00	0.00
1001-2071-961.0000	WEED CUTTING - TAX REVERTED PROP.	37,000.00	20,860.23	130.80	16,139.77	56.38
Total Dept 2071 - PUBLIC SERVICE		581,000.00	282,888.66	83,186.48	298,111.34	48.69
Dept 6090 - PARKS & RECREATION						
1001-6090-705.0000	RECREATION DIRECTOR STIPEND	10,000.00	4,759.58	729.16	5,240.42	47.60
1001-6090-706.0000	SALARIES PERMANENT	1,500.00	0.00	0.00	1,500.00	0.00
1001-6090-709.0000	OVERTIME	600.00	159.91	31.98	440.09	26.65
1001-6090-710.0000	COMMISSION SALARIES	3,900.00	1,120.00	200.00	2,780.00	28.72

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM

User: moffittk

DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 5/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			12/31/2018 NORMAL (ABNORMAL)	MONTH 12/31/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 1001 - GENERAL FUND						
Expenditures						
1001-6090-717.0000	RETIREMENT - MERS ACTIVE	200.00	0.00	0.00	200.00	0.00
1001-6090-718.0000	RETIREMENT - MERS RETIREES	1,300.00	690.28	8.46	609.72	53.10
1001-6090-719.0000	FRINGE BENEFITS	2,000.00	1,045.77	3.41	954.23	52.29
1001-6090-728.0000	INFORMATION TECH ALLOCATION	1,500.00	1,500.00	1,500.00	0.00	100.00
1001-6090-731.0000	POSTAGE	1,000.00	628.35	0.00	371.65	62.84
1001-6090-757.0000	OPERATING EXPENDITURES	3,000.00	1,229.84	0.00	1,770.16	40.99
1001-6090-818.0000	CONTRACTUAL SERVICES	10,000.00	0.00	0.00	10,000.00	0.00
1001-6090-938.0000	MAINT OF GROUNDS	12,800.00	7,338.71	300.26	5,461.29	57.33
1001-6090-943.0000	EQUIPMENT RENTAL	12,700.00	10,176.60	0.00	2,523.40	80.13
1001-6090-956.0000	MISCELLANEOUS	700.00	0.00	0.00	700.00	0.00
1001-6090-956.6090	DNR GRANT EXPENDITURES	10,000.00	0.00	0.00	10,000.00	0.00
1001-6090-959.7674	MEMORIAL DAY PARADE	20,000.00	0.00	0.00	20,000.00	0.00
1001-6090-962.0000	TRAINING & MEMBERSHIPS	1,000.00	0.00	0.00	1,000.00	0.00
1001-6090-973.0000	P & R COMMUNITY EVENTS	5,000.00	156.00	0.00	4,844.00	3.12
1001-6090-973.1000	EASTER EGG HUNT	2,000.00	0.00	0.00	2,000.00	0.00
1001-6090-973.1200	TRICK OR TREAT TRAIL	4,500.00	2,266.79	0.00	2,233.21	50.37
1001-6090-973.1400	PIZZA WITH SANTA	2,500.00	1,115.00	1,044.00	1,385.00	44.60
Total Dept 6090 - PARKS & RECREATION		106,200.00	32,186.83	3,817.27	74,013.17	30.31
Dept 8001 - PLANNING						
1001-8001-706.0000	SALARIES PERMANENT	24,900.00	12,081.61	1,964.53	12,818.39	48.52
1001-8001-709.0000	OVERTIME	1,100.00	352.91	53.85	747.09	32.08
1001-8001-710.0000	COMMISSION SALARIES	3,600.00	1,080.00	160.00	2,520.00	30.00
1001-8001-717.0000	RETIREMENT - MERS ACTIVE	300.00	0.00	0.00	300.00	0.00
1001-8001-718.0000	RETIREMENT - MERS RETIREES	1,400.00	13,822.61	2,155.41	(12,422.61)	987.33
1001-8001-719.0000	FRINGE BENEFITS	16,500.00	7,034.98	1,226.48	9,465.02	42.64
1001-8001-727.0000	SUPPLIES & POSTAGE	700.00	104.61	0.00	595.39	14.94
1001-8001-826.0000	LEGAL	10,000.00	781.25	0.00	9,218.75	7.81
1001-8001-828.0000	MEMBERSHIP & DUES	200.00	152.50	0.00	47.50	76.25
1001-8001-864.0000	TRAINING	1,000.00	499.99	0.00	500.01	50.00
1001-8001-900.0000	NOTICES	600.00	161.33	119.03	438.67	26.89
Total Dept 8001 - PLANNING		60,300.00	36,071.79	5,679.30	24,228.21	59.82
Dept 8005 - ZONING						
1001-8005-706.0000	SALARIES PERMANENT	24,900.00	12,221.72	2,004.34	12,678.28	49.08
1001-8005-709.0000	OVERTIME	700.00	242.65	0.00	457.35	34.66
1001-8005-710.0000	BOARD SALARIES	2,400.00	1,080.00	160.00	1,320.00	45.00
1001-8005-717.0000	RETIREMENT - MERS ACTIVE	300.00	0.00	0.00	300.00	0.00
1001-8005-718.0000	RETIREMENT - MERS RETIREES	1,400.00	13,794.47	2,155.38	(12,394.47)	985.32
1001-8005-719.0000	FRINGE BENEFITS	16,500.00	6,993.51	1,225.04	9,506.49	42.38
1001-8005-727.0000	SUPPLIES & POSTAGE	800.00	237.86	0.00	562.14	29.73
1001-8005-828.0000	MEMBERSHIP & DUES	100.00	92.50	0.00	7.50	92.50
1001-8005-864.0000	TRAINING	1,000.00	499.98	0.00	500.02	50.00
1001-8005-900.0000	NOTICES	1,000.00	380.70	42.30	619.30	38.07
Total Dept 8005 - ZONING		49,100.00	35,543.39	5,587.06	13,556.61	72.39
Dept 9099 - TRANSFERS OUT						
1001-9099-999.2002	TRANSFER TO MAJOR STREETS	150,000.00	150,000.00	150,000.00	0.00	100.00
1001-9099-999.2006	TRANSFER TO FIRE DEPARTMENT FUND	879,200.00	879,200.00	879,200.00	0.00	100.00
1001-9099-999.2007	TRANSFER TO POLICE FUND	252,000.00	252,000.00	252,000.00	0.00	100.00

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM

User: moffitttk

DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 6/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 1001 - GENERAL FUND						
Expenditures						
1001-9099-999.2049	TRANSFER TO BUILDING FUND	200,000.00	200,000.00	200,000.00	0.00	100.00
1001-9099-999.2069	TRANSFER TO SENIOR CITIZENS FUND	180,000.00	180,000.00	180,000.00	0.00	100.00
1001-9099-999.7094	TRANSFER TO OTHER FUNDS	165,000.00	0.00	0.00	165,000.00	0.00
Total Dept 9099 - TRANSFERS OUT		1,826,200.00	1,661,200.00	1,661,200.00	165,000.00	90.96
TOTAL EXPENDITURES		5,951,375.00	4,075,924.76	3,068,167.87	1,875,450.24	68.49
Fund 1001 - GENERAL FUND:						
TOTAL REVENUES		5,950,174.00	3,465,826.25	116,521.37	2,484,347.75	58.25
TOTAL EXPENDITURES		5,951,375.00	4,075,924.76	3,068,167.87	1,875,450.24	68.49
NET OF REVENUES & EXPENDITURES		(1,201.00)	(610,098.51)	(2,951,646.50)	608,897.51	10,799.21
BEG. FUND BALANCE		1,607,641.37	1,607,641.37			
FUND BALANCE ADJUSTMENTS			(13,067.16)			
END FUND BALANCE		1,606,440.37	984,475.70			

01/16/2019 04:53 PM

User: moffitttk

DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 7/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	12/31/2018 (ABNORMAL)	MONTH 12/31/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 2002 - MAJOR STREETS						
Revenues						
Dept 0000						
2002-0000-450.0000	RIGHT OF WAY PERMIT FEES	5,800.00	2,992.85	200.00	2,807.15	51.60
2002-0000-557.0000	STATE REVENUE PA 207	184,000.00	92,028.35	0.00	91,971.65	50.02
2002-0000-574.0000	51 GAS & WEIGHT TAX	3,021,000.00	1,039,765.07	282,172.92	1,981,234.93	34.42
2002-0000-574.0659	ST OF MI ROW MAINTENANCE FEE	78,500.00	0.00	0.00	78,500.00	0.00
2002-0000-574.0665	FEDERAL/STATE CONST. MATCH	137,000.00	0.00	0.00	137,000.00	0.00
2002-0000-649.0000	MATERIAL SALES	6,000.00	3,421.91	0.00	2,578.09	57.03
2002-0000-666.0000	INTEREST INCOME	500.00	0.00	0.00	500.00	0.00
2002-0000-675.0000	REFUNDS & REBATES	100.00	0.00	0.00	100.00	0.00
2002-0000-678.0000	REIMBURSEMENT INCOME	3,000.00	0.00	0.00	3,000.00	0.00
2002-0000-691.0000	TRANSFERS FROM OTHER FUNDS	150,000.00	150,000.00	150,000.00	0.00	100.00
2002-0000-697.7601	LOAN PROCEEDS CENTER RD	2,444,300.00	2,444,256.00	0.00	44.00	100.00
Total Dept 0000		6,030,200.00	3,732,464.18	432,372.92	2,297,735.82	61.90
TOTAL REVENUES		6,030,200.00	3,732,464.18	432,372.92	2,297,735.82	61.90
Expenditures						
Dept 4051 - CONSTRUCTION						
2002-4051-719.0000	FRINGE BENEFITS	0.00	0.02	0.02	(0.02)	100.00
2002-4051-802.7587	LAPEER (BELSAY TO VASSAR)	2,800.00	2,789.66	0.00	10.34	99.63
2002-4051-802.7589	BRISTOL RD BRIDGE	3,000.00	1,596.64	0.00	1,403.36	53.22
2002-4051-802.7591	BELSAY RD. (COURT TO DAVISON)	24,200.00	2,414.72	0.00	21,785.28	9.98
2002-4051-802.7593	CENTER LIGHT SIGNAL CMAQ	50,000.00	11,612.29	0.00	38,387.71	23.22
2002-4051-802.7594	CHIP SEAL	504,000.00	209,462.17	0.00	294,537.83	41.56
2002-4051-802.7597	CENTER RD (LIPPINCOTT TO LAPEER)	400,000.00	169,967.11	31.49	230,032.89	42.49
2002-4051-802.7599	SAGINAW ST. (BRISTOL - HEMPHILL)	250,000.00	51,609.63	31.49	198,390.37	20.64
2002-4051-802.7601	CENTER RD (DAVISON TO NORTH CITY LIMITS)	2,444,300.00	4.26	0.00	2,444,295.74	0.00
2002-4051-802.7602	PA 82 ROAD PRESERVATION	168,400.00	168,400.00	0.00	0.00	100.00
2002-4051-802.7603	PA 207 ROAD PRESERVATION	184,000.00	0.00	0.00	184,000.00	0.00
Total Dept 4051 - CONSTRUCTION		4,030,700.00	617,856.50	63.00	3,412,843.50	15.33
Dept 4063 - SURFACE MAINTENANCE						
2002-4063-705.0000	SUPERVISION SALARIES	44,000.00	21,288.57	2,555.10	22,711.43	48.38
2002-4063-706.0000	SALARIES PERMANENT	123,000.00	40,151.56	6,954.27	82,848.44	32.64
2002-4063-706.2005	SALARIES PROJECT FUSION	1,000.00	206.88	206.88	793.12	20.69
2002-4063-708.0000	SHARED SALARIES	32,500.00	13,475.91	2,070.61	19,024.09	41.46
2002-4063-709.0000	OVERTIME	14,700.00	1,933.88	23.56	12,766.12	13.16
2002-4063-717.0000	RETIREMENT - MERS ACTIVE	10,700.00	2,570.07	246.05	8,129.93	24.02
2002-4063-718.0000	RETIREMENT - MERS RETIREES	69,700.00	31,857.64	3,607.70	37,842.36	45.71
2002-4063-719.0000	FRINGE BENEFITS	118,500.00	34,243.17	4,419.55	84,256.83	28.90
2002-4063-751.0000	PATCH	75,000.00	17,203.77	3,353.24	57,796.23	22.94
2002-4063-752.0000	GRAVEL	25,000.00	5,148.00	0.00	19,852.00	20.59
2002-4063-757.0000	OPERATING EXPENDITURES	5,000.00	812.53	0.00	4,187.47	16.25
2002-4063-818.0000	CONTRACTUAL SERVICE	7,000.00	4,500.00	4,500.00	2,500.00	64.29
2002-4063-818.2000	CONTRACTUAL SERVICE - CRACK SEAL	100,000.00	0.00	0.00	100,000.00	0.00
2002-4063-818.3000	CONTRACTUAL SERVICE - STREET SWEEPING	35,000.00	7,707.53	0.00	27,292.47	22.02
2002-4063-818.4000	BRIDGE INSPECTIONS	6,000.00	0.00	0.00	6,000.00	0.00
2002-4063-943.0000	EQUIPMENT RENTAL	100,000.00	42,059.06	0.00	57,940.94	42.06
Total Dept 4063 - SURFACE MAINTENANCE		767,100.00	223,158.57	27,936.96	543,941.43	29.09

01/16/2019 04:53 PM

User: moffittk

DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 8/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2002 - MAJOR STREETS						
Expenditures						
Dept 4068 - TREES & SHRUBS						
2002-4068-705.0000	SUPERVISION SALARIES	2,500.00	592.82	0.00	1,907.18	23.71
2002-4068-706.0000	SALARIES PERMANENT	3,500.00	1,515.29	290.00	1,984.71	43.29
2002-4068-709.0000	OVERTIME	400.00	61.80	0.00	338.20	15.45
2002-4068-717.0000	RETIREMENT - MERS ACTIVE	300.00	33.38	0.00	266.62	11.13
2002-4068-718.0000	RETIREMENT - MERS RETIREES	1,000.00	834.44	16.41	165.56	83.44
2002-4068-719.0000	FRINGE BENEFITS	2,500.00	366.13	30.89	2,133.87	14.65
2002-4068-818.0000	CONTRACTUAL SERVICE	5,000.00	1,826.85	0.00	3,173.15	36.54
2002-4068-943.0000	EQUIPMENT RENTAL	3,200.00	1,842.88	0.00	1,357.12	57.59
Total Dept 4068 - TREES & SHRUBS		18,400.00	7,073.59	337.30	11,326.41	38.44
Dept 4069 - DRAINAGE						
2002-4069-705.0000	SUPERVISION SALARIES	9,000.00	2,966.60	221.83	6,033.40	32.96
2002-4069-706.0000	SALARIES PERMANENT	20,000.00	5,189.57	711.10	14,810.43	25.95
2002-4069-709.0000	OVERTIME	3,800.00	75.00	0.00	3,725.00	1.97
2002-4069-717.0000	RETIREMENT - MERS ACTIVE	3,300.00	101.08	0.00	3,198.92	3.06
2002-4069-718.0000	RETIREMENT - MERS RETIREES	11,000.00	3,792.60	266.09	7,207.40	34.48
2002-4069-719.0000	FRINGE BENEFITS	14,400.00	1,383.39	96.95	13,016.61	9.61
2002-4069-757.0000	OPERATING EXPENDITURES	35,000.00	1,615.29	30.69	33,384.71	4.62
2002-4069-818.0000	CONTRACTUAL SERVICE	55,000.00	8,737.98	0.00	46,262.02	15.89
2002-4069-943.0000	EQUIPMENT RENTAL	30,000.00	7,654.08	0.00	22,345.92	25.51
Total Dept 4069 - DRAINAGE		181,500.00	31,515.59	1,326.66	149,984.41	17.36
Dept 4074 - TRAFFIC SIGNS						
2002-4074-705.0000	SUPERVISION SALARIES	3,500.00	2,141.76	1,029.93	1,358.24	61.19
2002-4074-706.0000	SALARIES PERMANENT	7,000.00	3,230.27	1,561.92	3,769.73	46.15
2002-4074-709.0000	OVERTIME	1,100.00	109.54	62.00	990.46	9.96
2002-4074-717.0000	RETIREMENT - MERS ACTIVE	600.00	44.74	0.00	555.26	7.46
2002-4074-718.0000	RETIREMENT - MERS RETIREES	3,400.00	2,632.51	1,218.44	767.49	77.43
2002-4074-719.0000	FRINGE BENEFITS	6,600.00	1,081.60	273.40	5,518.40	16.39
2002-4074-757.0000	OPERATING EXPENDITURES	1,500.00	0.00	0.00	1,500.00	0.00
2002-4074-757.7100	MATERIAL SIGNS	20,000.00	2,624.69	0.00	17,375.31	13.12
2002-4074-818.0000	CONTRACTUAL SERVICE	284,000.00	30,245.17	0.00	253,754.83	10.65
2002-4074-943.0000	EQUIPMENT RENTAL	4,500.00	1,890.77	0.00	2,609.23	42.02
2002-4074-949.0000	R.R. CROSSING LIGHTS/SIGNAL REPAIR/MAINT	20,000.00	18,247.83	0.00	1,752.17	91.24
Total Dept 4074 - TRAFFIC SIGNS		352,200.00	62,248.88	4,145.69	289,951.12	17.67
Dept 4077 - PAVEMENT MARK						
2002-4077-818.0000	CONTRACTUAL SERVICES	100,000.00	0.00	0.00	100,000.00	0.00
Total Dept 4077 - PAVEMENT MARK		100,000.00	0.00	0.00	100,000.00	0.00
Dept 4078 - WINTER MAINTENANCE						
2002-4078-705.0000	SUPERVISION SALARIES	6,000.00	1,861.37	636.80	4,138.63	31.02
2002-4078-706.0000	SALARIES PERMANENT	23,500.00	3,464.37	1,305.19	20,035.63	14.74
2002-4078-709.0000	OVERTIME	14,500.00	1,486.89	770.61	13,013.11	10.25
2002-4078-717.0000	RETIREMENT - MERS ACTIVE	1,600.00	13.63	0.00	1,586.37	0.85
2002-4078-718.0000	RETIREMENT - MERS RETIREES	10,800.00	2,225.58	744.24	8,574.42	20.61

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM

User: moffitttk

DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 9/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT USED
			12/31/2018 NORMAL (ABNORMAL)	MONTH 12/31/2018 INCREASE (DECREASE)	NORMAL	BALANCE (ABNORMAL)	
Fund 2002 - MAJOR STREETS							
Expenditures							
2002-4078-719.0000	FRINGE BENEFITS	23,700.00	706.26	258.94		22,993.74	2.98
2002-4078-757.0000	OPERATING EXPENDITURES - SALT	120,000.00	1,602.00	0.00		118,398.00	1.34
2002-4078-943.0000	EQUIPMENT RENTAL	90,000.00	10,130.59	0.00		79,869.41	11.26
Total Dept 4078 - WINTER MAINTENANCE		290,100.00	21,490.69	3,715.78		268,609.31	7.41
Dept 4081 - ROADSIDE CLEANUP							
2002-4081-705.0000	SUPERVISION SALARIES	2,500.00	1,263.39	0.00		1,236.61	50.54
2002-4081-706.0000	SALARIES PERMANENT	9,000.00	3,190.02	0.00		5,809.98	35.44
2002-4081-709.0000	OVERTIME	700.00	33.24	0.00		666.76	4.75
2002-4081-717.0000	RETIREMENT - MERS ACTIVE	200.00	74.83	0.00		125.17	37.42
2002-4081-718.0000	RETIREMENT - MERS RETIREES	2,000.00	1,744.79	0.00		255.21	87.24
2002-4081-719.0000	FRINGE BENEFITS	7,300.00	1,046.64	0.00		6,253.36	14.34
2002-4081-757.0000	OPERATING EXPENDITURES	2,000.00	53.39	0.00		1,946.61	2.67
2002-4081-943.0000	EQUIPMENT RENTAL	15,000.00	8,614.30	0.00		6,385.70	57.43
Total Dept 4081 - ROADSIDE CLEANUP		38,700.00	16,020.60	0.00		22,679.40	41.40
Dept 4082 - ADMINISTRATION							
2002-4082-703.0000	ADMINISTRATION SALARIES	29,500.00	15,033.00	2,336.89		14,467.00	50.96
2002-4082-705.0000	SUPERVISION SALARIES	0.00	1,217.76	804.17		(1,217.76)	100.00
2002-4082-706.0000	SALARIES PERMANENT	8,000.00	4,127.46	682.74		3,872.54	51.59
2002-4082-709.0000	OVERTIME	0.00	10.87	0.00		(10.87)	100.00
2002-4082-717.0000	RETIREMENT - MERS ACTIVE	5,000.00	1,296.59	387.70		3,703.41	25.93
2002-4082-718.0000	RETIREMENT - MERS RETIREES	16,000.00	6,162.70	2,196.38		9,837.30	38.52
2002-4082-719.0000	FRINGE BENEFITS	17,000.00	22,121.30	1,201.04		(5,121.30)	130.13
2002-4082-728.0000	INFORMATION TECH ALLOCATION	3,200.00	3,200.00	3,200.00		0.00	100.00
2002-4082-757.0000	OPERATING EXPENDITURES	6,000.00	2,009.67	10.54		3,990.33	33.49
2002-4082-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	4,000.00	3,065.33	2,211.06		934.67	76.63
2002-4082-818.0000	CONTRACTUAL SERVICE	7,000.00	1,975.00	1,000.00		5,025.00	28.21
2002-4082-826.0000	LEGAL	1,000.00	718.75	250.00		281.25	71.88
2002-4082-828.0000	MEMBERSHIP & DUES	500.00	0.00	0.00		500.00	0.00
2002-4082-864.0000	TRAINING	2,000.00	995.83	186.00		1,004.17	49.79
2002-4082-943.0000	EQUIPMENT RENTAL	0.00	10.44	0.00		(10.44)	100.00
2002-4082-956.7587	INTEREST EXP LAPEER RD LOAN	20,100.00	19,930.67	0.00		169.33	99.16
2002-4082-956.7802	INTEREST EXP CENTER RD LOAN	19,500.00	0.00	0.00		19,500.00	0.00
2002-4082-991.7587	PRINCIPAL PMT LAPEER RD LOAN	1,993,100.00	1,993,066.70	0.00		33.30	100.00
Total Dept 4082 - ADMINISTRATION		2,131,900.00	2,074,942.07	14,466.52		56,957.93	97.33
TOTAL EXPENDITURES		7,910,600.00	3,054,306.49	51,991.91		4,856,293.51	38.61
Fund 2002 - MAJOR STREETS:							
TOTAL REVENUES		6,030,200.00	3,732,464.18	432,372.92		2,297,735.82	61.90
TOTAL EXPENDITURES		7,910,600.00	3,054,306.49	51,991.91		4,856,293.51	38.61
NET OF REVENUES & EXPENDITURES		(1,880,400.00)	678,157.69	380,381.01		(2,558,557.69)	36.06
BEG. FUND BALANCE		3,464,293.25	3,464,293.25				
END FUND BALANCE		1,583,893.25	4,142,450.94				

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM
User: moffittk
DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 10/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2003 - LOCAL STREETS						
Revenues						
Dept 0000						
2003-0000-450.0000	RIGHT OF WAY PERMIT FEES	500.00	280.00	50.00	220.00	56.00
2003-0000-557.0000	STATE REVENUE PA 207	276,000.00	138,042.52	0.00	137,957.48	50.02
2003-0000-574.0000	GAS & WEIGHT TAX	824,000.00	305,332.03	82,861.62	518,667.97	37.05
2003-0000-574.0659	ST OF MI ROW MAINTENANCE FEE	45,000.00	0.00	0.00	45,000.00	0.00
2003-0000-666.0000	INTEREST INCOME	2,000.00	0.00	0.00	2,000.00	0.00
2003-0000-694.0000	MISCELLANEOUS REVENUE	800.00	66.13	0.00	733.87	8.27
Total Dept 0000		1,148,300.00	443,720.68	82,911.62	704,579.32	38.64
TOTAL REVENUES		1,148,300.00	443,720.68	82,911.62	704,579.32	38.64
Expenditures						
Dept 4051 - CONSTRUCTION						
2003-4051-802.7603	PA 207 ROAD PRESERVATION	276,000.00	0.00	0.00	276,000.00	0.00
Total Dept 4051 - CONSTRUCTION		276,000.00	0.00	0.00	276,000.00	0.00
Dept 4063 - SURFACE MAINTENANCE						
2003-4063-705.0000	SUPERVISION SALARIES	27,000.00	8,792.76	1,467.70	18,207.24	32.57
2003-4063-706.0000	SALARIES PERMANENT	62,000.00	29,517.97	5,932.16	32,482.03	47.61
2003-4063-708.0000	SHARED SALARIES	40,000.00	17,509.32	2,705.16	22,490.68	43.77
2003-4063-709.0000	OVERTIME	1,600.00	862.04	34.87	737.96	53.88
2003-4063-717.0000	RETIREMENT - MERS ACTIVE	13,600.00	2,691.35	310.43	10,908.65	19.79
2003-4063-718.0000	RETIREMENT - MERS RETIREES	51,000.00	17,674.70	2,460.19	33,325.30	34.66
2003-4063-719.0000	FRINGE BENEFITS	75,000.00	38,840.37	5,409.46	36,159.63	51.79
2003-4063-750.0000	CHLORIDE	60,000.00	17,091.36	0.00	42,908.64	28.49
2003-4063-751.0000	PATCH	40,000.00	8,315.81	4,485.46	31,684.19	20.79
2003-4063-752.0000	GRAVEL	30,000.00	5,280.34	0.00	24,719.66	17.60
2003-4063-757.0000	OPERATING EXPENDITURES	3,000.00	326.88	0.00	2,673.12	10.90
2003-4063-818.0000	CONTRACTUAL SERVICE	1,000.00	0.00	0.00	1,000.00	0.00
2003-4063-818.2000	CONTRACTUAL SERVICE - CRACK SEAL	75,000.00	0.00	0.00	75,000.00	0.00
2003-4063-818.3000	CONTRACTUAL SERVICE - STREET SWEEPING	60,000.00	11,561.30	0.00	48,438.70	19.27
2003-4063-943.0000	EQUIPMENT RENTAL	65,000.00	20,948.34	0.00	44,051.66	32.23
Total Dept 4063 - SURFACE MAINTENANCE		604,200.00	179,412.54	22,805.43	424,787.46	29.69
Dept 4068 - TREES & SHRUBS						
2003-4068-705.0000	SUPERVISION SALARIES	2,000.00	1,919.43	0.00	80.57	95.97
2003-4068-706.0000	SALARIES PERMANENT	5,000.00	3,356.02	130.86	1,643.98	67.12
2003-4068-709.0000	OVERTIME	300.00	0.00	0.00	300.00	0.00
2003-4068-717.0000	RETIREMENT - MERS ACTIVE	200.00	118.55	0.00	81.45	59.28
2003-4068-718.0000	RETIREMENT - MERS RETIREES	2,700.00	2,616.77	7.41	83.23	96.92
2003-4068-719.0000	FRINGE BENEFITS	3,800.00	1,175.17	13.69	2,624.83	30.93
2003-4068-757.0000	OPERATING EXPENDITURES	500.00	348.58	0.00	151.42	69.72
2003-4068-818.0000	CONTRACTUAL SERVICE	2,100.00	328.30	0.00	1,771.70	15.63
2003-4068-943.0000	EQUIPMENT RENTAL	5,300.00	5,265.18	0.00	34.82	99.34
Total Dept 4068 - TREES & SHRUBS		21,900.00	15,128.00	151.96	6,772.00	69.08
Dept 4069 - DRAINAGE						

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM

User: moffittk

DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 11/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2003 - LOCAL STREETS						
Expenditures						
2003-4069-705.0000	SUPERVISION SALARIES	10,000.00	7,290.09	381.29	2,709.91	72.90
2003-4069-706.0000	SALARIES PERMANENT	20,000.00	8,589.50	413.08	11,410.50	42.95
2003-4069-709.0000	OVERTIME	1,000.00	54.28	0.00	945.72	5.43
2003-4069-717.0000	RETIREMENT - MERS ACTIVE	2,100.00	361.61	0.00	1,738.39	17.22
2003-4069-718.0000	RETIREMENT - MERS RETIREES	16,000.00	9,197.72	436.18	6,802.28	57.49
2003-4069-719.0000	FRINGE BENEFITS	20,000.00	4,667.75	81.91	15,332.25	23.34
2003-4069-757.0000	OPERATING EXPENDITURES	8,000.00	2,247.74	156.07	5,752.26	28.10
2003-4069-818.0000	CONTRACTUAL SERVICE	45,000.00	24,799.00	0.00	20,201.00	55.11
2003-4069-943.0000	EQUIPMENT RENTAL	35,000.00	14,061.80	0.00	20,938.20	40.18
Total Dept 4069 - DRAINAGE		157,100.00	71,269.49	1,468.53	85,830.51	45.37
Dept 4074 - TRAFFIC SIGNS						
2003-4074-705.0000	SUPERVISION SALARIES	5,100.00	1,554.42	331.77	3,545.58	30.48
2003-4074-706.0000	SALARIES PERMANENT	6,400.00	1,847.09	1,202.56	4,552.91	28.86
2003-4074-709.0000	OVERTIME	300.00	74.28	0.00	225.72	24.76
2003-4074-717.0000	RETIREMENT - MERS ACTIVE	700.00	28.64	0.00	671.36	4.09
2003-4074-718.0000	RETIREMENT - MERS RETIREES	3,900.00	1,870.94	432.08	2,029.06	47.97
2003-4074-719.0000	FRINGE BENEFITS	8,200.00	593.26	158.53	7,606.74	7.23
2003-4074-757.0000	OPERATING EXPENDITURES	1,000.00	0.00	0.00	1,000.00	0.00
2003-4074-757.7100	MATERIAL-SIGNS	4,500.00	1,306.43	0.00	3,193.57	29.03
2003-4074-943.0000	EQUIPMENT RENTAL	5,000.00	1,156.52	0.00	3,843.48	23.13
Total Dept 4074 - TRAFFIC SIGNS		35,100.00	8,431.58	2,124.94	26,668.42	24.02
Dept 4078 - WINTER MAINTENANCE						
2003-4078-705.0000	SUPERVISION SALARIES	8,000.00	1,108.19	397.14	6,891.81	13.85
2003-4078-706.0000	SALARIES PERMANENT	15,000.00	2,448.88	1,119.97	12,551.12	16.33
2003-4078-709.0000	OVERTIME	7,000.00	144.18	120.41	6,855.82	2.06
2003-4078-717.0000	RETIREMENT - MERS ACTIVE	1,500.00	16.30	0.00	1,483.70	1.09
2003-4078-718.0000	RETIREMENT - MERS RETIREES	7,000.00	1,353.51	470.81	5,646.49	19.34
2003-4078-719.0000	FRINGE BENEFITS	12,000.00	449.81	167.54	11,550.19	3.75
2003-4078-757.0000	OPERATING EXPENDITURES - SALT	45,000.00	0.00	0.00	45,000.00	0.00
2003-4078-943.0000	EQUIPMENT RENTAL	50,000.00	4,754.85	0.00	45,245.15	9.51
Total Dept 4078 - WINTER MAINTENANCE		145,500.00	10,275.72	2,275.87	135,224.28	7.06
Dept 4081 - ROADSIDE CLEANUP						
2003-4081-705.0000	SUPERVISION SALARIES	1,000.00	142.40	0.00	857.60	14.24
2003-4081-706.0000	SALARIES PERMANENT	3,000.00	585.91	84.00	2,414.09	19.53
2003-4081-709.0000	OVERTIME	100.00	0.00	0.00	100.00	0.00
2003-4081-717.0000	RETIREMENT - MERS ACTIVE	100.00	20.37	0.00	79.63	20.37
2003-4081-718.0000	RETIREMENT - MERS RETIREES	300.00	226.33	0.00	73.67	75.44
2003-4081-719.0000	FRINGE BENEFITS	400.00	242.40	8.84	157.60	60.60
2003-4081-943.0000	EQUIPMENT RENTAL	3,000.00	1,305.68	0.00	1,694.32	43.52
Total Dept 4081 - ROADSIDE CLEANUP		7,900.00	2,523.09	92.84	5,376.91	31.94
Dept 4082 - ADMINISTRATION						
2003-4082-703.0000	ADMINISTRATION SALARIES	29,500.00	15,032.97	2,336.87	14,467.03	50.96
2003-4082-705.0000	SUPERVISION SALARIES	0.00	1,826.67	1,206.28	(1,826.67)	100.00

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM
 User: moffittk
 DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 12/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	12/31/2018 NORMAL (ABNORMAL)	MONTH 12/31/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 2003 - LOCAL STREETS						
Expenditures						
2003-4082-706.0000	SALARIES PERMANENT	8,000.00	3,983.48	605.23	4,016.52	49.79
2003-4082-709.0000	OVERTIME	0.00	10.86	0.00	(10.86)	100.00
2003-4082-717.0000	RETIREMENT - MERS ACTIVE	5,000.00	1,316.05	387.70	3,683.95	26.32
2003-4082-718.0000	RETIREMENT - MERS RETIREES	16,000.00	7,201.08	2,543.02	8,798.92	45.01
2003-4082-719.0000	FRINGE BENEFITS	17,000.00	29,876.95	830.39	(12,876.95)	175.75
2003-4082-728.0000	INFORMATION TECH ALLOCATION	3,200.00	3,200.00	3,200.00	0.00	100.00
2003-4082-757.0000	OPERATING EXPENDITURES	12,000.00	3,464.94	15.81	8,535.06	28.87
2003-4082-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	2,000.00	1,532.67	1,105.53	467.33	76.63
2003-4082-818.0000	CONTRACTUAL SERVICE	2,000.00	1,000.00	1,000.00	1,000.00	50.00
2003-4082-826.0000	LEGAL	200.00	218.75	0.00	(18.75)	109.38
2003-4082-828.0000	MEMBERSHIP & DUES	500.00	0.00	0.00	500.00	0.00
2003-4082-864.0000	TRAINING	2,500.00	1,304.06	124.00	1,195.94	52.16
2003-4082-943.0000	EQUIPMENT RENTAL	0.00	15.66	0.00	(15.66)	100.00
Total Dept 4082 - ADMINISTRATION		97,900.00	69,984.14	13,354.83	27,915.86	71.49
Dept 4090 - CONTINGENCY						
2003-4090-957.0020	SPECIAL ASSESSMENTS CITY OWNED TRANSFERS	84,300.00	0.00	0.00	84,300.00	0.00
Total Dept 4090 - CONTINGENCY		84,300.00	0.00	0.00	84,300.00	0.00
TOTAL EXPENDITURES		1,429,900.00	357,024.56	42,274.40	1,072,875.44	24.97
Fund 2003 - LOCAL STREETS:						
TOTAL REVENUES		1,148,300.00	443,720.68	82,911.62	704,579.32	38.64
TOTAL EXPENDITURES		1,429,900.00	357,024.56	42,274.40	1,072,875.44	24.97
NET OF REVENUES & EXPENDITURES		(281,600.00)	86,696.12	40,637.22	(368,296.12)	30.79
BEG. FUND BALANCE		1,358,894.80	1,358,894.80			
END FUND BALANCE		1,077,294.80	1,445,590.92			

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM

User: moffittk

DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 13/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			12/31/2018 NORMAL (ABNORMAL)	MONTH 12/31/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 2006 - FIRE DEPARTMENT						
Revenues						
Dept 0000						
2006-0000-403.0000	CURRENT REAL/PERSONAL TAXES	562,200.00	517,107.59	1,177.82	45,092.41	91.98
2006-0000-404.0000	TAX CHARGEBACKS	(2,400.00)	0.00	0.00	(2,400.00)	0.00
2006-0000-407.0000	DELINQUENT PERSONAL TAXES	200.00	(0.60)	0.00	200.60	(0.30)
2006-0000-501.0010	FEDERAL AFG FEMA FIRE GRANT	1,300.00	1,237.91	0.00	62.09	95.22
2006-0000-573.0000	LOC COMM STABILIZ SHR APPROPR (STATE)	6,500.00	12,420.75	0.00	(5,920.75)	191.09
2006-0000-630.0000	FIRE RECOVERY FEES	18,700.00	14,484.61	4,479.94	4,215.39	77.46
2006-0000-631.0000	FIRE INSPECTION FEES	3,000.00	1,775.00	375.00	1,225.00	59.17
2006-0000-633.0000	SITE PLAN REVIEW	500.00	600.00	75.00	(100.00)	120.00
2006-0000-634.0000	FIRE ALARM REVIEWS & PERMITS	0.00	1,225.00	0.00	(1,225.00)	100.00
2006-0000-635.0000	FIRE SUPPRESSION REVIEWS & PERMITS	0.00	6,117.00	0.00	(6,117.00)	100.00
2006-0000-666.0000	INTEREST INCOME	1,500.00	0.00	0.00	1,500.00	0.00
2006-0000-673.0000	SALE OF ASSETS	1,500.00	825.00	0.00	675.00	55.00
2006-0000-675.0000	REFUNDS & REBATES	3,000.00	0.00	0.00	3,000.00	0.00
2006-0000-678.0000	REIMBURSEMENT INCOME	2,000.00	2,261.66	70.00	(261.66)	113.08
2006-0000-691.1001	TRANSFER FROM GENERAL FUND	879,200.00	879,200.00	879,200.00	0.00	100.00
2006-0000-694.0000	OTHER REVENUES	2,000.00	1,500.00	0.00	500.00	75.00
Total Dept 0000		1,479,200.00	1,438,753.92	885,377.76	40,446.08	97.27
TOTAL REVENUES		1,479,200.00	1,438,753.92	885,377.76	40,446.08	97.27
Expenditures						
Dept 2006 - FIRE DEPARTMENT EXPENDITURES						
2006-2006-703.0000	SALARY	61,400.00	30,687.17	4,721.10	30,712.83	49.98
2006-2006-706.0000	SALARIES PERMANENT	93,800.00	44,807.52	7,194.07	48,992.48	47.77
2006-2006-707.0000	PART-TIME FIREMEN	215,425.00	73,455.48	10,930.42	141,969.52	34.10
2006-2006-708.0000	SHARED SALARIES	40,000.00	16,748.06	2,617.80	23,251.94	41.87
2006-2006-709.0000	OVERTIME	4,500.00	898.63	71.70	3,601.37	19.97
2006-2006-717.0000	RETIREMENT - MERS ACTIVE	23,700.00	10,767.20	1,652.91	12,932.80	45.43
2006-2006-718.0000	RETIREMENT - MERS RETIREES	47,200.00	20,849.15	2,881.83	26,350.85	44.17
2006-2006-719.0000	FRINGE BENEFITS	135,000.00	56,288.66	4,999.54	78,711.34	41.70
2006-2006-727.0000	OFFICE SUPPLIES	1,500.00	264.65	119.49	1,235.35	17.64
2006-2006-728.0000	INFORMATION TECH ALLOCATION	32,200.00	32,200.00	32,200.00	0.00	100.00
2006-2006-744.0000	SAFETY WEAR & HEALTH	44,000.00	2,900.15	595.09	41,099.85	6.59
2006-2006-757.0000	OPERATING EXPENDITURES	18,000.00	9,028.46	836.74	8,971.54	50.16
2006-2006-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	3,000.00	2,298.99	1,658.29	701.01	76.63
2006-2006-818.0000	CONTRACTUAL SERVICES	15,000.00	8,222.70	1,072.00	6,777.30	54.82
2006-2006-826.0000	LEGAL	3,000.00	1,046.75	62.50	1,953.25	34.89
2006-2006-828.0000	MEMBERSHIP & DUES	6,000.00	4,332.50	0.00	1,667.50	72.21
2006-2006-863.0000	AUTO REPAIR	53,000.00	12,075.47	414.56	40,924.53	22.78
2006-2006-864.0000	TRAINING & CERTIFICATIONS	3,500.00	1,344.68	0.00	2,155.32	38.42
2006-2006-867.0000	GAS & OIL	10,000.00	6,013.57	0.00	3,986.43	60.14
2006-2006-910.0000	INSURANCE	25,000.00	21,052.96	0.00	3,947.04	84.21
2006-2006-910.7020	BUILDING INSURANCE	2,000.00	2,246.86	0.00	(246.86)	112.34
2006-2006-920.0000	UTILITIES	39,000.00	15,415.50	645.53	23,584.50	39.53
2006-2006-921.0000	SEWER PAYMENTS	5,000.00	2,065.07	0.00	2,934.93	41.30
2006-2006-934.0000	EQUIPMENT REPAIR	9,000.00	1,308.81	846.38	7,691.19	14.54
2006-2006-937.0000	BUILDING MAINT & SUPPLIES	65,000.00	11,353.58	4,461.25	53,646.42	17.47
2006-2006-943.0000	EQUIPMENT RENTAL	14,500.00	2,359.20	0.00	12,140.80	16.27
2006-2006-956.0000	MISCELLANEOUS	500.00	0.00	0.00	500.00	0.00
2006-2006-962.0000	TRAINING & MATERIALS	16,200.00	1,401.10	485.00	14,798.90	8.65
2006-2006-963.0000	PREVENTION MATERIALS	9,500.00	5,876.01	1,599.98	3,623.99	61.85
2006-2006-977.7089	NEW EQUIPMENT	32,000.00	31,338.95	499.98	661.05	97.93

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM
 User: moffittk
 DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 14/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2006 - FIRE DEPARTMENT						
Expenditures						
2006-2006-984.0000	OFFICE EQUIPMENT	3,500.00	1,070.00	0.00	2,430.00	30.57
2006-2006-991.0000	PRINCIPAL ON BONDS	200,000.00	200,000.00	0.00	0.00	100.00
2006-2006-991.0001	PRINCIPAL PORTION OF LEASE (CAPITAL) PMT	49,100.00	0.00	0.00	49,100.00	0.00
2006-2006-991.0002	PRINCIPAL PMT ON SCBA LOAN	50,800.00	50,752.73	0.00	47.27	99.91
2006-2006-995.0000	INTEREST ON BONDS	137,400.00	83,388.78	0.00	54,011.22	60.69
2006-2006-995.0001	INTEREST PORTION OF LEASE (CAPITAL) PMT	11,100.00	0.00	0.00	11,100.00	0.00
2006-2006-999.0000	PAYING AGENT FEES ON BONDS	300.00	0.00	0.00	300.00	0.00
2006-2006-999.4206	TRANSFER OUT TO FIRE CAPITAL PROJECTS	50,000.00	0.00	0.00	50,000.00	0.00
Total Dept 2006 - FIRE DEPARTMENT EXPENDITURES		1,530,125.00	763,859.34	80,566.16	766,265.66	49.92
TOTAL EXPENDITURES		1,530,125.00	763,859.34	80,566.16	766,265.66	49.92
Fund 2006 - FIRE DEPARTMENT:						
TOTAL REVENUES		1,479,200.00	1,438,753.92	885,377.76	40,446.08	97.27
TOTAL EXPENDITURES		1,530,125.00	763,859.34	80,566.16	766,265.66	49.92
NET OF REVENUES & EXPENDITURES		(50,925.00)	674,894.58	804,811.60	(725,819.58)	1,325.27
BEG. FUND BALANCE		488,121.32	488,121.32			
END FUND BALANCE		437,196.32	1,163,015.90			

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM

User: moffitttk

DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 15/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	12/31/2018 NORMAL (ABNORMAL)	MONTH 12/31/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 2007 - POLICE FUND						
Revenues						
Dept 0000						
2007-0000-403.0000	CURRENT TAXES	4,773,000.00	4,389,392.10	9,998.06	383,607.90	91.96
2007-0000-404.0000	TAX CHARGEBACKS	(34,000.00)	0.00	0.00	(34,000.00)	0.00
2007-0000-407.0000	DELINQUENT PERSONAL TAXES	2,300.00	(5.08)	0.00	2,305.08	(0.22)
2007-0000-573.0000	LOC COMM STABILIZ SHR APPROP (STATE)	55,000.00	105,422.37	0.00	(50,422.37)	191.68
2007-0000-629.7773	F.A.N.G. CHARGES	85,000.00	41,250.00	3,750.00	43,750.00	48.53
2007-0000-629.7777	DEA OVERTIME GRANT REVENUE	5,000.00	0.00	0.00	5,000.00	0.00
2007-0000-629.7792	HIDTA GRANT REVENUE (FANG)	15,000.00	829.88	0.00	14,170.12	5.53
2007-0000-629.7798	DCESP HEMP GRANT REVENUE (FANG)	5,000.00	430.80	0.00	4,569.20	8.62
2007-0000-629.7808	PT-10-20 OHSP SAFE COMMUNITIES GRANT	5,000.00	1,166.20	476.22	3,833.80	23.32
2007-0000-629.7815	OCDETF POINT BLANK GRANT	5,000.00	0.00	0.00	5,000.00	0.00
2007-0000-660.0000	DISTRICT COURT FEES	60,000.00	15,732.56	0.00	44,267.44	26.22
2007-0000-661.0000	POLICE FEES	16,600.00	13,050.00	1,600.00	3,550.00	78.61
2007-0000-663.0000	S.O. REGISTRY ANNUAL FEE REVENUE	2,000.00	350.00	0.00	1,650.00	17.50
2007-0000-666.0000	INTEREST INCOME	1,000.00	0.00	0.00	1,000.00	0.00
2007-0000-673.0000	SALE OF ASSETS	1,000.00	783.00	783.00	217.00	78.30
2007-0000-675.0000	REFUNDS & REBATES	9,000.00	0.00	0.00	9,000.00	0.00
2007-0000-678.0000	REIMBURSEMENT INCOME	35,000.00	14,139.92	8,051.76	20,860.08	40.40
2007-0000-691.1001	TRANSFER FROM GENERAL FUND	252,000.00	252,000.00	252,000.00	0.00	100.00
2007-0000-691.5013	TRANSFER FROM DDA	5,000.00	0.00	0.00	5,000.00	0.00
2007-0000-694.0000	OTHER REVENUES	10,000.00	6,801.05	566.00	3,198.95	68.01
Total Dept 0000		5,307,900.00	4,841,342.80	277,225.04	466,557.20	91.21
TOTAL REVENUES		5,307,900.00	4,841,342.80	277,225.04	466,557.20	91.21
Expenditures						
Dept 2007 - POLICE FUND EXPENSES						
2007-2007-703.0000	ADMINISTRATIVE SALARIES	70,200.00	32,925.72	(7,556.72)	37,274.28	46.90
2007-2007-704.0000	LIEUTENANTS SALARIES	134,300.00	60,736.61	8,731.46	73,563.39	45.22
2007-2007-705.0000	SERGEANTS SALARIES	369,800.00	150,391.66	28,783.00	219,408.34	40.67
2007-2007-706.0000	SALARIES PERMANENT	1,385,900.00	677,727.44	94,901.68	708,172.56	48.90
2007-2007-708.0000	SHARED SALARIES	132,200.00	62,614.74	9,845.60	69,585.26	47.36
2007-2007-709.0000	OVERTIME	174,200.00	63,334.22	9,416.73	110,865.78	36.36
2007-2007-709.2007	OVERTIME - BACK TO THE BRICKS	13,000.00	12,935.28	0.00	64.72	99.50
2007-2007-717.0000	RETIREMENT - MERS ACTIVE	86,500.00	39,688.48	6,617.49	46,811.52	45.88
2007-2007-718.0000	RETIREMENT - MERS RETIREES	952,800.00	430,506.33	72,039.64	522,293.67	45.18
2007-2007-719.0000	FRINGE BENEFITS	1,320,000.00	564,540.64	105,747.61	755,459.36	42.77
2007-2007-727.0000	OFFICE SUPPLIES	6,000.00	1,774.64	194.61	4,225.36	29.58
2007-2007-728.0000	INFORMATION TECH ALLOCATION	75,200.00	75,200.00	75,200.00	0.00	100.00
2007-2007-731.0000	POSTAGE	1,000.00	319.65	0.00	680.35	31.97
2007-2007-741.0000	AMMUNITION & WEAPONS	15,000.00	97.88	0.00	14,902.12	0.65
2007-2007-744.0000	UNIFORMS	35,000.00	7,027.28	2,381.32	27,972.72	20.08
2007-2007-757.0000	OPERATING EXPENDITURES	12,000.00	7,027.24	225.15	4,972.76	58.56
2007-2007-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	3,200.00	2,452.26	1,768.84	747.74	76.63
2007-2007-811.7773	F.A.N.G. PROJECT OFFICERS	175,000.00	77,031.39	4,978.96	97,968.61	44.02
2007-2007-811.7777	DEA OVERTIME GRANT	5,000.00	196.33	196.33	4,803.67	3.93
2007-2007-811.7792	HIDTA GRANT EXPENSE (FANG)	15,000.00	4,386.27	490.33	10,613.73	29.24
2007-2007-811.7798	HEMP GRANT EXPENSE (FANG)	5,000.00	483.25	0.00	4,516.75	9.67
2007-2007-811.7808	PT-10-20 OHSP SAFE COMMUNITIES GRANT	5,000.00	377.97	0.00	4,622.03	7.56
2007-2007-811.7815	OCDETF POINT BLANK GRANT	5,000.00	0.00	0.00	5,000.00	0.00
2007-2007-818.0000	CONTRACTUAL SERVICE	50,000.00	25,918.73	12,023.00	24,081.27	51.84
2007-2007-818.7170	NARCOTICS INVESTIGATION	26,600.00	26,516.26	0.00	83.74	99.69
2007-2007-826.0000	LEGAL	90,000.00	37,436.00	5,499.25	52,564.00	41.60

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM

User: moffitttk

DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 16/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	12/31/2018 NORMAL (ABNORMAL)	MONTH 12/31/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 2007 - POLICE FUND						
Expenditures						
2007-2007-828.0000	MEMBERSHIP & DUES	1,500.00	25.00	0.00	1,475.00	1.67
2007-2007-863.0000	AUTO REPAIR	85,000.00	17,240.18	2,066.15	67,759.82	20.28
2007-2007-864.0000	TRAINING & CERTIFICATIONS	3,000.00	261.20	0.00	2,738.80	8.71
2007-2007-867.0000	GAS & OIL	75,000.00	36,515.83	0.00	38,484.17	48.69
2007-2007-868.0000	AUTO WASH	3,500.00	990.00	135.00	2,510.00	28.29
2007-2007-910.0000	INSURANCE	75,000.00	68,414.98	0.00	6,585.02	91.22
2007-2007-920.0000	UTILITIES	35,000.00	16,820.44	228.89	18,179.56	48.06
2007-2007-921.0000	SEWER PAYMENTS	4,000.00	1,334.62	0.00	2,665.38	33.37
2007-2007-931.0000	BUILDING REPAIR	15,000.00	7,318.24	1,471.97	7,681.76	48.79
2007-2007-934.0000	EQUIPMENT REPAIRS	1,500.00	357.93	0.00	1,142.07	23.86
2007-2007-943.0000	EQUIPMENT RENTAL	6,000.00	2,085.63	0.00	3,914.37	34.76
2007-2007-956.0000	MISCELLANEOUS	2,400.00	936.08	0.00	1,463.92	39.00
2007-2007-962.0000	TRAINING (OFFICER)	15,000.00	10,607.90	0.00	4,392.10	70.72
2007-2007-975.0000	BOILER REPLACEMENT	52,000.00	0.00	0.00	52,000.00	0.00
2007-2007-984.0000	OFFICE EQUIPMENT	2,000.00	429.00	429.00	1,571.00	21.45
2007-2007-985.0000	POLICE VEHICLES	70,000.00	48,594.00	0.00	21,406.00	69.42
2007-2007-991.0001	PRINCIPAL PORTION OF LEASE (CAPITAL) PMT	17,500.00	0.00	0.00	17,500.00	0.00
2007-2007-995.0001	INTEREST PORTION OF LEASE (CAPITAL) PMT	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 2007 - POLICE FUND EXPENSES		5,627,300.00	2,573,577.30	435,815.29	3,053,722.70	45.73
TOTAL EXPENDITURES		5,627,300.00	2,573,577.30	435,815.29	3,053,722.70	45.73
Fund 2007 - POLICE FUND:						
TOTAL REVENUES		5,307,900.00	4,841,342.80	277,225.04	466,557.20	91.21
TOTAL EXPENDITURES		5,627,300.00	2,573,577.30	435,815.29	3,053,722.70	45.73
NET OF REVENUES & EXPENDITURES		(319,400.00)	2,267,765.50	(158,590.25)	(2,587,165.50)	710.01
BEG. FUND BALANCE		928,511.75	928,511.75			
END FUND BALANCE		609,111.75	3,196,277.25			

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM
 User: moffittk
 DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 17/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2026 - RUBBISH COLLECTION & DISPOSAL						
Revenues						
Dept 0000						
2026-0000-403.0000	RUBBISH FEES	1,423,800.00	1,229,939.11	4,215.11	193,860.89	86.38
2026-0000-404.0000	TAX CHARGEBACKS	(2,000.00)	0.00	0.00	(2,000.00)	0.00
2026-0000-650.0000	CURBSIDE RECYCLING INCOME	1,300.00	567.00	98.00	733.00	43.62
2026-0000-666.0000	INTEREST INCOME	900.00	0.00	0.00	900.00	0.00
2026-0000-671.0000	DONATIONS	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 0000		1,429,000.00	1,230,506.11	4,313.11	198,493.89	86.11
TOTAL REVENUES		1,429,000.00	1,230,506.11	4,313.11	198,493.89	86.11
Expenditures						
Dept 0000						
2026-0000-830.0000	GARBAGE COLLECTION	1,423,800.00	711,874.80	118,645.80	711,925.20	50.00
2026-0000-999.2073	TRANSFER OUT TO VETERANS MEMORIAL PARK	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 0000		1,428,800.00	711,874.80	118,645.80	716,925.20	49.82
TOTAL EXPENDITURES		1,428,800.00	711,874.80	118,645.80	716,925.20	49.82
Fund 2026 - RUBBISH COLLECTION & DISPOSAL:						
TOTAL REVENUES		1,429,000.00	1,230,506.11	4,313.11	198,493.89	86.11
TOTAL EXPENDITURES		1,428,800.00	711,874.80	118,645.80	716,925.20	49.82
NET OF REVENUES & EXPENDITURES		200.00	518,631.31	(114,332.69)	(518,431.31)	9,315.66
BEG. FUND BALANCE		84,768.68	84,768.68			
END FUND BALANCE		84,968.68	603,399.99			

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM

User: moffittk

DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 18/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	12/31/2018 NORMAL (ABNORMAL)	MONTH 12/31/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 2049 - BUILDING DEPARTMENT FUND						
Revenues						
Dept 0000						
2049-0000-450.0000	PERMITS & LICENSE FEES	130,000.00	241,475.00	(18,054.50)	(111,475.00)	185.75
2049-0000-478.0000	MMJ LICENSE & LATE FEES	50,000.00	15,145.00	15,145.00	34,855.00	30.29
2049-0000-624.0000	CONDEMNED HOUSING	13,000.00	54,932.09	0.00	(41,932.09)	422.55
2049-0000-624.0001	SITE CLEAN UP	600.00	18,740.71	0.00	(18,140.71)	3,123.45
2049-0000-625.0000	INSPECTION FEES	30,000.00	16,665.00	1,035.00	13,335.00	55.55
2049-0000-626.0000	ABANDON PROPERTY REGISTRATION FEES	7,000.00	280.00	280.00	6,720.00	4.00
2049-0000-641.0000	WEED CUTTING REVENUE (INVOICED OUT)	30,000.00	17,488.42	0.00	12,511.58	58.29
2049-0000-664.0000	SOIL EROSION SERVICES	4,000.00	1,000.00	0.00	3,000.00	25.00
2049-0000-666.0000	INTEREST INCOME	500.00	0.00	0.00	500.00	0.00
2049-0000-678.0000	REIMBURSEMENT INCOME	6,000.00	0.00	0.00	6,000.00	0.00
2049-0000-691.1001	TRANSFER FROM GENERAL FUND	200,000.00	200,000.00	200,000.00	0.00	100.00
2049-0000-694.0000	MISCELLANEOUS	500.00	(1,936.56)	0.00	2,436.56	(387.31)
Total Dept 0000		471,600.00	563,789.66	198,405.50	(92,189.66)	119.55
TOTAL REVENUES		471,600.00	563,789.66	198,405.50	(92,189.66)	119.55
Expenditures						
Dept 2061 - BUILDING						
2049-2061-703.0000	ADMINISTRATIVE SALARIES	14,800.00	7,516.72	1,168.47	7,283.28	50.79
2049-2061-706.0000	SALARIES PERMANENT	92,000.00	31,136.82	4,164.36	60,863.18	33.84
2049-2061-708.0000	SHARED SALARIES	24,500.00	9,964.85	1,515.87	14,535.15	40.67
2049-2061-709.0000	OVERTIME	2,000.00	296.69	3.35	1,703.31	14.83
2049-2061-717.0000	RETIREMENT - MERS ACTIVE	7,100.00	2,536.05	387.22	4,563.95	35.72
2049-2061-718.0000	RETIREMENT - MERS RETIREES	23,700.00	11,644.10	1,771.76	12,055.90	49.13
2049-2061-719.0000	FRINGE BENEFITS	91,300.00	24,085.18	6,021.40	67,214.82	26.38
2049-2061-727.0000	OFFICE SUPPLIES	1,200.00	336.52	13.17	863.48	28.04
2049-2061-728.0000	INFORMATION TECH ALLOCATION	12,700.00	12,700.00	12,700.00	0.00	100.00
2049-2061-731.0000	POSTAGE	800.00	530.16	0.00	269.84	66.27
2049-2061-757.0000	OPERATING EXPENDITURES	7,000.00	2,404.94	0.00	4,595.06	34.36
2049-2061-804.0000	MMJ RELATED EXPENDITURES	30,000.00	367.41	304.91	29,632.59	1.22
2049-2061-818.0000	CONTRACTUAL SERVICES	42,000.00	31,880.00	3,795.00	10,120.00	75.90
2049-2061-826.0000	LEGAL	2,500.00	812.50	93.75	1,687.50	32.50
2049-2061-828.0000	MEMBERSHIP & DUES	600.00	0.00	0.00	600.00	0.00
2049-2061-864.0000	TRAINING	3,500.00	185.37	130.00	3,314.63	5.30
2049-2061-920.0000	UTILITIES	3,700.00	601.64	0.00	3,098.36	16.26
2049-2061-943.0000	EQUIPMENT RENTAL	18,000.00	7,171.77	0.00	10,828.23	39.84
2049-2061-959.0000	CONDEMNED HOUSING	135,000.00	49,209.67	0.00	85,790.33	36.45
2049-2061-961.0000	WEED CUTTING EXP. TO BE BILLED OUT	25,000.00	6,725.92	0.00	18,274.08	26.90
2049-2061-964.0000	SOIL EROSION SERVICES	1,000.00	267.94	0.00	732.06	26.79
2049-2061-966.0000	BLIGHT ELMINATION GRANT EXPENDITURE	15,000.00	0.00	0.00	15,000.00	0.00
2049-2061-984.0000	OFFICE EQUIPMENT	100.00	0.00	0.00	100.00	0.00
Total Dept 2061 - BUILDING		553,500.00	200,374.25	32,069.26	353,125.75	36.20
TOTAL EXPENDITURES		553,500.00	200,374.25	32,069.26	353,125.75	36.20
Fund 2049 - BUILDING DEPARTMENT FUND:						
TOTAL REVENUES		471,600.00	563,789.66	198,405.50	(92,189.66)	119.55
TOTAL EXPENDITURES		553,500.00	200,374.25	32,069.26	353,125.75	36.20

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM
 User: moffittk
 DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 19/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2049 - BUILDING DEPARTMENT FUND						
	NET OF REVENUES & EXPENDITURES	(81,900.00)	363,415.41	166,336.24	(445,315.41)	443.73
	BEG. FUND BALANCE	524,935.53	524,935.53			
	END FUND BALANCE	443,035.53	888,350.94			

01/16/2019 04:53 PM
 User: moffitttk
 DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 20/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2065 - DRUG LAW ENFORCEMENT FUND						
Revenues						
Dept 0000						
2065-0000-678.0001	DRUG FORFEITURE CLEARED	5,100.00	0.00	0.00	5,100.00	0.00
Total Dept 0000		5,100.00	0.00	0.00	5,100.00	0.00
TOTAL REVENUES		5,100.00	0.00	0.00	5,100.00	0.00
Expenditures						
Dept 0000						
2065-0000-955.0000	DRUG LAW ENFORCEMENT RELATED EXP	11,767.00	6,667.00	(5.00)	5,100.00	56.66
Total Dept 0000		11,767.00	6,667.00	(5.00)	5,100.00	56.66
TOTAL EXPENDITURES		11,767.00	6,667.00	(5.00)	5,100.00	56.66
Fund 2065 - DRUG LAW ENFORCEMENT FUND:						
TOTAL REVENUES		5,100.00	0.00	0.00	5,100.00	0.00
TOTAL EXPENDITURES		11,767.00	6,667.00	(5.00)	5,100.00	56.66
NET OF REVENUES & EXPENDITURES		(6,667.00)	(6,667.00)	5.00	0.00	100.00
BEG. FUND BALANCE		13,145.25	13,145.25			
END FUND BALANCE		6,478.25	6,478.25			

01/16/2019 04:53 PM
 User: moffittk
 DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 21/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2067 - POLICE K9 FUND						
Revenues						
Dept 0000						
2067-0000-671.0000	DONATIONS	100.00	100.00	0.00	0.00	100.00
Total Dept 0000		100.00	100.00	0.00	0.00	100.00
TOTAL REVENUES		100.00	100.00	0.00	0.00	100.00
Expenditures						
Dept 0000						
2067-0000-757.0000	OPERATING EXPENDITURES	1,796.00	410.20	129.26	1,385.80	22.84
Total Dept 0000		1,796.00	410.20	129.26	1,385.80	22.84
TOTAL EXPENDITURES		1,796.00	410.20	129.26	1,385.80	22.84
Fund 2067 - POLICE K9 FUND:						
TOTAL REVENUES		100.00	100.00	0.00	0.00	100.00
TOTAL EXPENDITURES		1,796.00	410.20	129.26	1,385.80	22.84
NET OF REVENUES & EXPENDITURES		(1,696.00)	(310.20)	(129.26)	(1,385.80)	18.29
BEG. FUND BALANCE		2,982.47	2,982.47			
END FUND BALANCE		1,286.47	2,672.27			

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM

User: moffitttk

DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 22/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			12/31/2018 NORMAL (ABNORMAL)	MONTH 12/31/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 2069 - SENIOR CITIZENS CENTER FUND						
Revenues						
Dept 0000						
2069-0000-580.0000	COUNTY SENIOR MILLAGE REVENUE	170,300.00	41,878.58	13,125.71	128,421.42	24.59
2069-0000-666.0000	INTEREST INCOME	300.00	0.00	0.00	300.00	0.00
2069-0000-675.0000	REFUNDS & REBATES	500.00	0.00	0.00	500.00	0.00
2069-0000-678.0000	REIMBURSEMENT INCOME	500.00	0.00	0.00	500.00	0.00
2069-0000-691.0651	COMMUNITY DEVELOPMENT BLOCK GRANT REV	12,400.00	0.00	0.00	12,400.00	0.00
2069-0000-691.0655	SENIOR CITIZENS DONATION REVENUES	12,000.00	3,305.00	0.00	8,695.00	27.54
2069-0000-691.1001	CONTRIBUTION FROM GENERAL FUND	180,000.00	180,000.00	180,000.00	0.00	100.00
2069-0000-694.0001	HALL RENTAL	6,500.00	2,675.00	(100.00)	3,825.00	41.15
Total Dept 0000		382,500.00	227,858.58	193,025.71	154,641.42	59.57
TOTAL REVENUES		382,500.00	227,858.58	193,025.71	154,641.42	59.57
Expenditures						
Dept 2069 - SENIOR CITIZENS CENTER						
2069-2069-705.0000	COORDINATOR SALARY	62,200.00	31,848.80	4,892.24	30,351.20	51.20
2069-2069-706.0000	SALARIES PERMANENT	62,400.00	27,453.91	4,572.40	34,946.09	44.00
2069-2069-708.0000	SHARED SALARIES	23,700.00	11,595.75	1,775.21	12,104.25	48.93
2069-2069-709.0000	OVERTIME	1,000.00	137.34	2.76	862.66	13.73
2069-2069-717.0000	RETIREMENT - MERS ACTIVE	4,200.00	1,654.20	254.50	2,545.80	39.39
2069-2069-718.0000	RETIREMENT - MERS RETIREES	14,000.00	6,266.49	891.93	7,733.51	44.76
2069-2069-719.0000	FRINGE BENEFITS	100,600.00	33,041.44	4,120.75	67,558.56	32.84
2069-2069-728.0000	INFORMATION TECH ALLOCATION	6,300.00	6,300.00	6,300.00	0.00	100.00
2069-2069-757.0000	OPERATING EXPENDITURES	200.00	123.98	0.00	76.02	61.99
2069-2069-776.0000	SUPPLIES	20,000.00	5,821.36	495.86	14,178.64	29.11
2069-2069-818.0000	CONTRACTUAL SERVICES	19,000.00	8,358.00	1,393.00	10,642.00	43.99
2069-2069-828.0000	MEMBERSHIP & DUES	200.00	50.00	50.00	150.00	25.00
2069-2069-864.0000	TRAINING	200.00	13.42	0.00	186.58	6.71
2069-2069-910.0000	INSURANCE	3,900.00	3,066.50	0.00	833.50	78.63
2069-2069-920.0000	UTILITIES	25,000.00	8,980.35	0.00	16,019.65	35.92
2069-2069-921.0000	SEWER PAYMENTS	3,600.00	957.45	0.00	2,642.55	26.60
2069-2069-931.0000	REPAIR & MAINTENANCE	15,000.00	8,837.89	1,436.37	6,162.11	58.92
2069-2069-943.0000	EQUIPMENT RENTAL	19,800.00	4,059.65	0.00	15,740.35	20.50
2069-2069-956.0000	MISCELLANEOUS	1,000.00	95.00	0.00	905.00	9.50
Total Dept 2069 - SENIOR CITIZENS CENTER		382,300.00	158,661.53	26,185.02	223,638.47	41.50
TOTAL EXPENDITURES		382,300.00	158,661.53	26,185.02	223,638.47	41.50
Fund 2069 - SENIOR CITIZENS CENTER FUND:						
TOTAL REVENUES		382,500.00	227,858.58	193,025.71	154,641.42	59.57
TOTAL EXPENDITURES		382,300.00	158,661.53	26,185.02	223,638.47	41.50
NET OF REVENUES & EXPENDITURES		200.00	69,197.05	166,840.69	(68,997.05)	14,598.53
BEG. FUND BALANCE		152,709.73	152,709.73			
END FUND BALANCE		152,909.73	221,906.78			

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM
 User: moffitttk
 DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 23/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2071 - BURTON YOUTH LEAGUE						
Revenues						
Dept 0000						
2071-0000-695.0000	ACTIVITIES REVENUE	31,200.00	0.00	0.00	31,200.00	0.00
Total Dept 0000		31,200.00	0.00	0.00	31,200.00	0.00
TOTAL REVENUES		31,200.00	0.00	0.00	31,200.00	0.00
Expenditures						
Dept 0000						
2071-0000-706.0000	SALARIES PERMANENT	18,000.00	1,130.00	0.00	16,870.00	6.28
2071-0000-719.0000	PAYROLL FRINGES	1,500.00	86.47	0.00	1,413.53	5.76
2071-0000-757.0000	OPERATING EXPENDITURES	14,000.00	569.00	0.00	13,431.00	4.06
Total Dept 0000		33,500.00	1,785.47	0.00	31,714.53	5.33
TOTAL EXPENDITURES		33,500.00	1,785.47	0.00	31,714.53	5.33
Fund 2071 - BURTON YOUTH LEAGUE:						
TOTAL REVENUES		31,200.00	0.00	0.00	31,200.00	0.00
TOTAL EXPENDITURES		33,500.00	1,785.47	0.00	31,714.53	5.33
NET OF REVENUES & EXPENDITURES		(2,300.00)	(1,785.47)	0.00	(514.53)	77.63
BEG. FUND BALANCE		13,167.49	13,167.49			
END FUND BALANCE		10,867.49	11,382.02			

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM
 User: moffitttk
 DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 24/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2072 - POLICE/FIRE SCULPTURE FUND						
Revenues						
Dept 0000						
2072-0000-666.0000	INTEREST INCOME	0.00	11.14	0.00	(11.14)	100.00
Total Dept 0000		0.00	11.14	0.00	(11.14)	100.00
TOTAL REVENUES		0.00	11.14	0.00	(11.14)	100.00
Fund 2072 - POLICE/FIRE SCULPTURE FUND:						
TOTAL REVENUES		0.00	11.14	0.00	(11.14)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	11.14	0.00	(11.14)	100.00
BEG. FUND BALANCE		37,237.09	37,237.09			
END FUND BALANCE		37,237.09	37,248.23			

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM
 User: moffittk
 DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 25/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2073 - VETERAN'S MEMORIAL PARK FUND						
Revenues						
Dept 0000						
2073-0000-666.0000	INTEREST INCOME	100.00	0.00	0.00	100.00	0.00
2073-0000-699.2026	TRANSFER IN FROM RUBBISH FUND	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 0000		5,100.00	0.00	0.00	5,100.00	0.00
TOTAL REVENUES		5,100.00	0.00	0.00	5,100.00	0.00
Expenditures						
Dept 0000						
2073-0000-706.0000	SALARIES PERMANENT	1,200.00	0.00	0.00	1,200.00	0.00
2073-0000-818.0000	CONTRACTUAL SERVICES	400.00	0.00	0.00	400.00	0.00
2073-0000-920.0000	UTILITIES	300.00	0.00	0.00	300.00	0.00
2073-0000-938.0000	MAINT OF GROUNDS	3,500.00	52.13	0.00	3,447.87	1.49
Total Dept 0000		5,400.00	52.13	0.00	5,347.87	0.97
TOTAL EXPENDITURES		5,400.00	52.13	0.00	5,347.87	0.97
Fund 2073 - VETERAN'S MEMORIAL PARK FUND:						
TOTAL REVENUES		5,100.00	0.00	0.00	5,100.00	0.00
TOTAL EXPENDITURES		5,400.00	52.13	0.00	5,347.87	0.97
NET OF REVENUES & EXPENDITURES		(300.00)	(52.13)	0.00	(247.87)	17.38
BEG. FUND BALANCE		14,998.58	14,998.58			
END FUND BALANCE		14,698.58	14,946.45			

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM
 User: moffitttk
 DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 26/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2075 - MEMORIAL DAY RACE FUND						
Revenues						
Dept 0000						
2075-0000-651.0000	RACE ADMISSION FEES	18,000.00	20.00	0.00	17,980.00	0.11
2075-0000-674.0000	DONATIONS	0.00	300.00	0.00	(300.00)	100.00
Total Dept 0000		18,000.00	320.00	0.00	17,680.00	1.78
TOTAL REVENUES		18,000.00	320.00	0.00	17,680.00	1.78
Expenditures						
Dept 7051 - PARKS & RECREATION						
2075-7051-752.0000	SUPPLIES	18,000.00	2,300.00	0.00	15,700.00	12.78
Total Dept 7051 - PARKS & RECREATION		18,000.00	2,300.00	0.00	15,700.00	12.78
TOTAL EXPENDITURES		18,000.00	2,300.00	0.00	15,700.00	12.78
Fund 2075 - MEMORIAL DAY RACE FUND:						
TOTAL REVENUES		18,000.00	320.00	0.00	17,680.00	1.78
TOTAL EXPENDITURES		18,000.00	2,300.00	0.00	15,700.00	12.78
NET OF REVENUES & EXPENDITURES		0.00	(1,980.00)	0.00	1,980.00	100.00
BEG. FUND BALANCE						
FUND BALANCE ADJUSTMENTS			11,034.98			
END FUND BALANCE			9,054.98			

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM
 User: moffittk
 DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 27/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2076 - VETERAN HONOR RUN FUND						
Revenues						
Dept 0000						
2076-0000-651.0000	RACE ADMISSION FEES	17,000.00	9,060.00	0.00	7,940.00	53.29
2076-0000-674.0000	DONATIONS	0.00	4,080.00	0.00	(4,080.00)	100.00
Total Dept 0000		17,000.00	13,140.00	0.00	3,860.00	77.29
TOTAL REVENUES		17,000.00	13,140.00	0.00	3,860.00	77.29
Expenditures						
Dept 7051 - PARKS & RECREATION						
2076-7051-752.0000	SUPPLIES	17,000.00	10,290.83	0.00	6,709.17	60.53
Total Dept 7051 - PARKS & RECREATION		17,000.00	10,290.83	0.00	6,709.17	60.53
TOTAL EXPENDITURES		17,000.00	10,290.83	0.00	6,709.17	60.53
Fund 2076 - VETERAN HONOR RUN FUND:						
TOTAL REVENUES		17,000.00	13,140.00	0.00	3,860.00	77.29
TOTAL EXPENDITURES		17,000.00	10,290.83	0.00	6,709.17	60.53
NET OF REVENUES & EXPENDITURES		0.00	2,849.17	0.00	(2,849.17)	100.00
BEG. FUND BALANCE						
FUND BALANCE ADJUSTMENTS			2,430.86			
END FUND BALANCE			5,280.03			

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM
 User: moffitttk
 DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 28/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2077 - BURTON MILE FUND						
Revenues						
Dept 0000						
2077-0000-651.0000	RACE ADMISSION FEES	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 0000		5,000.00	0.00	0.00	5,000.00	0.00
TOTAL REVENUES		5,000.00	0.00	0.00	5,000.00	0.00
Expenditures						
Dept 7051 - PARKS & RECREATION						
2077-7051-752.0000	SUPPLIES	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 7051 - PARKS & RECREATION		5,000.00	0.00	0.00	5,000.00	0.00
TOTAL EXPENDITURES		5,000.00	0.00	0.00	5,000.00	0.00
Fund 2077 - BURTON MILE FUND:						
TOTAL REVENUES		5,000.00	0.00	0.00	5,000.00	0.00
TOTAL EXPENDITURES		5,000.00	0.00	0.00	5,000.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
BEG. FUND BALANCE						
FUND BALANCE ADJUSTMENTS			1,840.61			
END FUND BALANCE			1,840.61			

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM
 User: moffittk
 DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 29/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2078 - BURTON RACE SERIES FUND						
Revenues						
Dept 0000						
2078-0000-651.0000	RACE ADMISSION FEES	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 0000		5,000.00	0.00	0.00	5,000.00	0.00
TOTAL REVENUES		5,000.00	0.00	0.00	5,000.00	0.00
Expenditures						
Dept 7051 - PARKS & RECREATION						
2078-7051-752.0000	SUPPLIES	5,000.00	431.25	0.00	4,568.75	8.63
Total Dept 7051 - PARKS & RECREATION		5,000.00	431.25	0.00	4,568.75	8.63
TOTAL EXPENDITURES		5,000.00	431.25	0.00	4,568.75	8.63
Fund 2078 - BURTON RACE SERIES FUND:						
TOTAL REVENUES		5,000.00	0.00	0.00	5,000.00	0.00
TOTAL EXPENDITURES		5,000.00	431.25	0.00	4,568.75	8.63
NET OF REVENUES & EXPENDITURES		0.00	(431.25)	0.00	431.25	100.00
BEG. FUND BALANCE						
END FUND BALANCE			(431.25)			

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM
 User: moffittk
 DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 30/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 4001 - CAPITAL IMPROVEMENT						
Revenues						
Dept 0000						
4001-0000-666.0000	INTEREST INCOME	100.00	12.17	0.00	87.83	12.17
4001-0000-691.5013	TRANSFER FROM DDA	3,000.00	0.00	0.00	3,000.00	0.00
Total Dept 0000		3,100.00	12.17	0.00	3,087.83	0.39
TOTAL REVENUES		3,100.00	12.17	0.00	3,087.83	0.39
Expenditures						
Dept 0000						
4001-0000-718.0000	RETIREMENT - MERS RETIREES	0.00	63.02	63.02	(63.02)	100.00
4001-0000-887.0000	CLERK/ELECTION EQUIPMENT	17,000.00	16,863.00	16,863.00	137.00	99.19
4001-0000-903.0000	LIBRARY EXPANSION	38,900.00	10,233.39	10,233.39	28,666.61	26.31
4001-0000-908.0000	DDA CORRIDOR IMPROVEMENTS	9,000.00	0.00	0.00	9,000.00	0.00
Total Dept 0000		64,900.00	27,159.41	27,159.41	37,740.59	41.85
TOTAL EXPENDITURES		64,900.00	27,159.41	27,159.41	37,740.59	41.85
Fund 4001 - CAPITAL IMPROVEMENT:						
TOTAL REVENUES		3,100.00	12.17	0.00	3,087.83	0.39
TOTAL EXPENDITURES		64,900.00	27,159.41	27,159.41	37,740.59	41.85
NET OF REVENUES & EXPENDITURES		(61,800.00)	(27,147.24)	(27,159.41)	(34,652.76)	43.93
BEG. FUND BALANCE		86,314.97	86,314.97			
END FUND BALANCE		24,514.97	59,167.73			

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM
 User: moffitttk
 DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 31/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 4206 - FIRE CAPITAL PROJECTS FUND						
Revenues						
Dept 0000						
4206-0000-666.0000	INTEREST INCOME	500.00	219.80	0.00	280.20	43.96
4206-0000-691.2006	TRANSFER IN FROM FIRE DEPT.	50,000.00	0.00	0.00	50,000.00	0.00
Total Dept 0000		50,500.00	219.80	0.00	50,280.20	0.44
TOTAL REVENUES		50,500.00	219.80	0.00	50,280.20	0.44
Expenditures						
Dept 0000						
4206-0000-991.0000	PRINCIPAL ON FIRE TRUCK LOAN	17,900.00	17,895.85	0.00	4.15	99.98
4206-0000-995.0000	INTEREST ON FIRE TRUCK LOAN	21,400.00	21,360.08	0.00	39.92	99.81
Total Dept 0000		39,300.00	39,255.93	0.00	44.07	99.89
TOTAL EXPENDITURES		39,300.00	39,255.93	0.00	44.07	99.89
Fund 4206 - FIRE CAPITAL PROJECTS FUND:						
TOTAL REVENUES		50,500.00	219.80	0.00	50,280.20	0.44
TOTAL EXPENDITURES		39,300.00	39,255.93	0.00	44.07	99.89
NET OF REVENUES & EXPENDITURES		11,200.00	(39,036.13)	0.00	50,236.13	348.54
BEG. FUND BALANCE		102,422.92	102,422.92			
END FUND BALANCE		113,622.92	63,386.79			

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM

User: moffittk

DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 32/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	12/31/2018 NORMAL (ABNORMAL)	MONTH 12/31/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 5090 - SEWER FUND						
Revenues						
Dept 0000						
5090-0000-610.0000	TAP IN FEES	100,000.00	155,419.76	0.00	(55,419.76)	155.42
5090-0000-611.0000	USAGE FEES	5,800,000.00	3,430,395.21	524,191.16	2,369,604.79	59.14
5090-0000-625.0000	INSPECTION FEES	4,500.00	4,563.33	25.00	(63.33)	101.41
5090-0000-631.0000	SERVICE CHARGES	100.00	25.00	0.00	75.00	25.00
5090-0000-649.0000	MATERIAL SALES	1,900.00	0.00	0.00	1,900.00	0.00
5090-0000-662.0000	PENALTIES	150,000.00	80,018.84	11,371.38	69,981.16	53.35
5090-0000-666.0000	INTEREST INCOME	70,000.00	26,043.46	0.00	43,956.54	37.20
5090-0000-666.2002	INTEREST DUE FROM MAJOR STREETS	19,400.00	0.00	0.00	19,400.00	0.00
5090-0000-666.4146	INTEREST DUE FROM AMY STREET	5,200.00	0.00	0.00	5,200.00	0.00
5090-0000-669.0000	INVESTMENT GAINS AND LOSSES	0.00	3,207.49	0.00	(3,207.49)	100.00
5090-0000-675.0000	REFUNDS & REBATES	3,000.00	0.00	0.00	3,000.00	0.00
5090-0000-678.0000	REIMBURSEMENT INCOME	1,000.00	0.00	0.00	1,000.00	0.00
5090-0000-694.0000	MISCELLANEOUS	1,000.00	250.00	0.00	750.00	25.00
Total Dept 0000		6,156,100.00	3,699,923.09	535,587.54	2,456,176.91	60.10
TOTAL REVENUES		6,156,100.00	3,699,923.09	535,587.54	2,456,176.91	60.10
Expenditures						
Dept 5090 - SEWER EXPENSES						
5090-5090-703.0000	ADMINISTRATION SALARIES	44,300.00	22,549.37	3,505.34	21,750.63	50.90
5090-5090-705.0000	SUPERVISION SALARIES	60,000.00	28,461.13	4,562.63	31,538.87	47.44
5090-5090-706.0000	SALARIES PERMANENT	171,600.00	63,741.47	10,862.46	107,858.53	37.15
5090-5090-706.2005	SALARIES PROJECT FUSION	5,000.00	2,491.82	0.00	2,508.18	49.84
5090-5090-708.0000	SHARED SALARIES	43,200.00	18,306.41	2,825.17	24,893.59	42.38
5090-5090-709.0000	OVERTIME	10,800.00	2,917.48	562.66	7,882.52	27.01
5090-5090-717.0000	RETIREMENT - MERS ACTIVE	22,000.00	5,882.57	902.25	16,117.43	26.74
5090-5090-718.0000	RETIREMENT - MERS RETIREES	109,700.00	51,667.52	7,991.95	58,032.48	47.10
5090-5090-719.0000	FRINGE BENEFITS	225,800.00	79,592.69	13,230.57	146,207.31	35.25
5090-5090-719.1000	OPEB EXPENSE	95,000.00	0.00	0.00	95,000.00	0.00
5090-5090-727.0000	OFFICE SUPPLIES	2,000.00	519.52	13.17	1,480.48	25.98
5090-5090-728.0000	INFORMATION TECH ALLOCATION	69,100.00	69,100.00	69,100.00	0.00	100.00
5090-5090-731.0000	POSTAGE	18,000.00	4,851.92	871.70	13,148.08	26.96
5090-5090-757.0000	OPERATING EXPENDITURES	27,000.00	7,117.50	1,041.25	19,882.50	26.36
5090-5090-789.0000	PIPE & FITTINGS	7,000.00	46.72	0.00	6,953.28	0.67
5090-5090-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	12,000.00	9,195.98	6,633.17	2,804.02	76.63
5090-5090-818.0000	CONTRACTUAL SERVICE	350,000.00	115,182.47	30,993.44	234,817.53	32.91
5090-5090-819.0000	BILL PRINTING/RETURN ENVELOPES	4,600.00	2,036.30	603.36	2,563.70	44.27
5090-5090-826.0000	LEGAL	2,000.00	0.00	0.00	2,000.00	0.00
5090-5090-828.0000	MEMBERSHIP & DUES	200.00	0.00	0.00	200.00	0.00
5090-5090-864.0000	TRAINING	5,000.00	79.87	0.00	4,920.13	1.60
5090-5090-875.0000	PENSION EXPENSE	365,000.00	0.00	0.00	365,000.00	0.00
5090-5090-928.0000	TREATMENT EXPENSE	3,500,000.00	864,024.03	0.00	2,635,975.97	24.69
5090-5090-929.0000	PUMP STATION EXPENSE	35,000.00	14,252.27	1,780.33	20,747.73	40.72
5090-5090-934.0000	REPAIR & MAINTENANCE	100,000.00	6,542.37	150.00	93,457.63	6.54
5090-5090-935.0000	PROPERTY LIABILITY INSURANCE	15,000.00	15,943.72	0.00	(943.72)	106.29
5090-5090-943.0000	EQUIPMENT RENTAL	79,000.00	22,530.45	0.00	56,469.55	28.52
5090-5090-943.2005	EQUIPMENT RENTAL PROJECT FUSION	1,000.00	371.51	0.00	628.49	37.15
5090-5090-956.0000	MISCELLANEOUS EXPENSE	1,000.00	0.00	0.00	1,000.00	0.00
5090-5090-957.0020	SPECIAL ASSESSMENTS CITY OWNED TRANSFERS	23,000.00	0.00	0.00	23,000.00	0.00
5090-5090-968.0000	DEPRECIATION EXPENSE	667,500.00	0.00	0.00	667,500.00	0.00
5090-5090-995.2015	INTEREST ON SRF FINANCING	175,000.00	45,104.79	0.00	129,895.21	25.77

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM
 User: moffitttk
 DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 33/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 5090 - SEWER FUND						
Expenditures						
Total Dept 5090 - SEWER EXPENSES		6,245,800.00	1,452,509.88	155,629.45	4,793,290.12	23.26
TOTAL EXPENDITURES		6,245,800.00	1,452,509.88	155,629.45	4,793,290.12	23.26
Fund 5090 - SEWER FUND:						
TOTAL REVENUES		6,156,100.00	3,699,923.09	535,587.54	2,456,176.91	60.10
TOTAL EXPENDITURES		6,245,800.00	1,452,509.88	155,629.45	4,793,290.12	23.26
NET OF REVENUES & EXPENDITURES		(89,700.00)	2,247,413.21	379,958.09	(2,337,113.21)	2,505.48
BEG. FUND BALANCE		36,276,855.48	36,276,855.48			
END FUND BALANCE		36,187,155.48	38,524,268.69			

01/16/2019 04:53 PM

User: moffittk

DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 34/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	12/31/2018 (ABNORMAL)	MONTH 12/31/2018 INCREASE (DECREASE)	BALANCE (ABNORMAL)	
Fund 5091 - WATER DEPARTMENT						
Revenues						
Dept 0000						
5091-0000-539.2019	DWRF #5 GRANT REVENUE	500,000.00	129,957.92	129,957.96	370,042.08	25.99
5091-0000-610.0000	CITY TAP-IN FEES	100,000.00	111,575.00	75.00	(11,575.00)	111.58
5091-0000-610.0625	FRONT FOOT FEE REVENUE	4,000.00	3,988.47	66.15	11.53	99.71
5091-0000-611.0000	USAGE FEES	5,700,000.00	3,506,124.32	534,954.31	2,193,875.68	61.51
5091-0000-625.0000	INSPECTION & APPROVAL FEES	55,000.00	44,310.80	80.00	10,689.20	80.57
5091-0000-631.0000	SERVICE CHARGES	55,000.00	29,985.71	8,699.01	25,014.29	54.52
5091-0000-632.0000	WATER TURN ON/SHUT OFF REVENUE	45,000.00	23,720.00	800.00	21,280.00	52.71
5091-0000-649.0000	MATERIAL, REPAIRS & MAINTENANCE	35,000.00	53,370.00	15,042.55	(18,370.00)	152.49
5091-0000-661.0000	LATE CHARGES	105,000.00	64,510.28	7,168.43	40,489.72	61.44
5091-0000-666.0000	INTEREST INCOME	10,300.00	2,589.18	0.00	7,710.82	25.14
5091-0000-667.0000	TAP IN INTEREST	800.00	159.98	157.92	640.02	20.00
5091-0000-675.0000	REFUNDS & REBATES	2,000.00	0.00	0.00	2,000.00	0.00
5091-0000-678.0000	REIMBURSEMENT INCOME	2,000.00	4,240.44	4,240.44	(2,240.44)	212.02
5091-0000-694.0000	MISCELLANEOUS	1,400.00	0.00	0.00	1,400.00	0.00
5091-0000-694.0002	FIRE HYDRANT METER DEPOSIT REVENUE	4,000.00	1,000.00	0.00	3,000.00	25.00
Total Dept 0000		6,619,500.00	3,975,532.10	701,241.77	2,643,967.90	60.06
TOTAL REVENUES		6,619,500.00	3,975,532.10	701,241.77	2,643,967.90	60.06
Expenditures						
Dept 5091 - WATER EXPENSES						
5091-5091-703.0000	ADMINISTRATION SALARIES	29,500.00	15,033.18	2,336.90	14,466.82	50.96
5091-5091-705.0000	SUPERVISION SALARIES	60,000.00	28,627.31	4,562.41	31,372.69	47.71
5091-5091-706.0000	SALARIES PERMANENT	316,000.00	120,013.80	20,849.42	195,986.20	37.98
5091-5091-706.2005	SALARIES PROJECT FUSION	4,000.00	3,143.54	3,143.54	856.46	78.59
5091-5091-708.0000	SHARED SALARIES	45,000.00	19,083.73	2,952.23	25,916.27	42.41
5091-5091-709.0000	OVERTIME	35,000.00	5,808.76	181.06	29,191.24	16.60
5091-5091-717.0000	RETIREMENT - MERS ACTIVE	28,200.00	4,722.78	724.27	23,477.22	16.75
5091-5091-718.0000	RETIREMENT - MERS RETIREES	120,000.00	50,920.69	8,102.98	69,079.31	42.43
5091-5091-719.0000	FRINGE BENEFITS	271,700.00	93,786.42	15,268.98	177,913.58	34.52
5091-5091-719.1000	OPEB EXPENSE	100,000.00	0.00	0.00	100,000.00	0.00
5091-5091-727.0000	OFFICE SUPPLIES	1,500.00	444.38	13.18	1,055.62	29.63
5091-5091-728.0000	INFORMATION TECH ALLOCATION	50,200.00	50,200.00	50,200.00	0.00	100.00
5091-5091-731.0000	POSTAGE	13,000.00	5,845.06	871.69	7,154.94	44.96
5091-5091-757.0000	OPERATING EXPENDITURES	28,000.00	13,465.33	8,056.73	14,534.67	48.09
5091-5091-776.0000	REPAIR & MAINTENANCE	45,000.00	9,300.63	1,176.92	35,699.37	20.67
5091-5091-782.0000	SAND & GRAVEL	1,800.00	0.00	0.00	1,800.00	0.00
5091-5091-789.0000	PIPE & FITTING	80,000.00	19,246.95	2,210.00	60,753.05	24.06
5091-5091-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	10,300.00	10,250.65	4,422.11	49.35	99.52
5091-5091-814.0000	BILLING CHARGES	5,000.00	2,036.31	603.38	2,963.69	40.73
5091-5091-816.0000	CHARGES	3,738,000.00	1,577,844.81	362,735.90	2,160,155.19	42.21
5091-5091-818.0000	CONTRACTUAL SERVICE	150,000.00	69,353.26	1,000.00	80,646.74	46.24
5091-5091-818.1000	CONTRACTUAL - WATER TESTING	15,000.00	5,913.00	2,951.00	9,087.00	39.42
5091-5091-826.0000	LEGAL	500.00	0.00	0.00	500.00	0.00
5091-5091-828.0000	DUES & MEMBERSHIPS	1,100.00	1,015.00	95.00	85.00	92.27
5091-5091-864.0000	TRAINING	6,000.00	81.46	0.00	5,918.54	1.36
5091-5091-875.0000	PENSION EXPENSE	200,000.00	0.00	0.00	200,000.00	0.00
5091-5091-910.0000	INSURANCE	23,000.00	15,329.74	0.00	7,670.26	66.65
5091-5091-920.0000	UTILITIES	10,000.00	2,570.36	211.99	7,429.64	25.70
5091-5091-943.0000	EQUIPMENT RENTAL	125,000.00	37,786.35	0.00	87,213.65	30.23
5091-5091-956.0000	MISCELLANEOUS	1,000.00	0.00	0.00	1,000.00	0.00
5091-5091-956.0001	BAD DEBT EXPENDITURE	6,000.00	0.00	0.00	6,000.00	0.00

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM

User: moffittk

DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 35/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	12/31/2018 NORMAL (ABNORMAL)	MONTH 12/31/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 5091 - WATER DEPARTMENT						
Expenditures						
5091-5091-956.0002	FIRE HYDRANT METER REFUNDS	3,000.00	1,525.00	0.00	1,475.00	50.83
5091-5091-957.0020	SPECIAL ASSESSMENTS CITY OWNED TRANSFERS	18,000.00	0.00	0.00	18,000.00	0.00
5091-5091-968.0000	DEPRECIATION EXPENSE	660,000.00	0.00	0.00	660,000.00	0.00
5091-5091-970.0500	STORZ HYDRANT COUPLINGS	10,000.00	0.00	0.00	10,000.00	0.00
5091-5091-995.2011	INTEREST 2011 FENTON RD PROJ	8,300.00	2,088.16	0.00	6,211.84	25.16
5091-5091-995.2012	INTEREST ON DWRF #1 FINANCING	128,300.00	33,015.65	0.00	95,284.35	25.73
5091-5091-995.2016	INTEREST ON DWRF #2 FINANCING	89,700.00	23,063.00	0.00	66,637.00	25.71
5091-5091-995.2017	INTEREST ON DWRF #3 FINANCING	82,200.00	20,899.28	0.00	61,300.72	25.42
5091-5091-995.2018	INTEREST ON DWRF #4 FINANCING	82,000.00	18,661.49	0.00	63,338.51	22.76
5091-5091-995.2019	INTEREST ON DWRF #5 FINANCING	50,000.00	0.00	0.00	50,000.00	0.00
5091-5091-995.7860	2011 REVENUE REFUNDING BOND INTEREST	5,000.00	(494.00)	0.00	5,494.00	(9.88)
5091-5091-999.2011	ADMIN FEE 2011 FENTON RD PROJ	100.00	0.00	0.00	100.00	0.00
5091-5091-999.7095	2011 WATER REFUNDING BOND EXPENDITURES	250.00	0.00	0.00	250.00	0.00
Total Dept 5091 - WATER EXPENSES		6,656,650.00	2,260,582.08	492,669.69	4,396,067.92	33.96
TOTAL EXPENDITURES		6,656,650.00	2,260,582.08	492,669.69	4,396,067.92	33.96
Fund 5091 - WATER DEPARTMENT:						
TOTAL REVENUES		6,619,500.00	3,975,532.10	701,241.77	2,643,967.90	60.06
TOTAL EXPENDITURES		6,656,650.00	2,260,582.08	492,669.69	4,396,067.92	33.96
NET OF REVENUES & EXPENDITURES		(37,150.00)	1,714,950.02	208,572.08	(1,752,100.02)	4,616.29
BEG. FUND BALANCE		16,907,400.09	16,907,400.09			
END FUND BALANCE		16,870,250.09	18,622,350.11			

01/16/2019 04:53 PM

User: moffittk

DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 36/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	12/31/2018 NORMAL (ABNORMAL)	MONTH 12/31/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 6036 - INFORMATION TECHNOLOGY FUND						
Revenues						
Dept 0000						
6036-0000-666.0000	INTEREST INCOME	1,000.00	0.00	0.00	1,000.00	0.00
6036-0000-669.0680	TECH CHARGES - LOCAL STREET	3,200.00	3,200.00	3,200.00	0.00	100.00
6036-0000-669.0681	TECH CHARGES - MAJOR STREET	3,200.00	3,200.00	3,200.00	0.00	100.00
6036-0000-669.0682	TECH CHARGES - SEWER	69,100.00	69,100.00	69,100.00	0.00	100.00
6036-0000-669.0683	TECH CHARGES - WATER	50,200.00	50,200.00	50,200.00	0.00	100.00
6036-0000-669.0684	TECH CHARGES - GENERAL FUND (ALL DEPTS)	186,100.00	186,100.00	186,100.00	0.00	100.00
6036-0000-669.0685	TECH CHARGES - MOTOR POOL	18,900.00	18,900.00	18,900.00	0.00	100.00
6036-0000-669.0686	TECH CHARGES - POLICE	75,200.00	75,200.00	75,200.00	0.00	100.00
6036-0000-669.0687	TECH CHARGES - FIRE	32,200.00	32,200.00	32,200.00	0.00	100.00
6036-0000-669.0689	TECH CHARGES - BUILDING	12,700.00	12,700.00	12,700.00	0.00	100.00
6036-0000-669.0690	TECH CHARGES-SENIOR CITIZEN	6,300.00	6,300.00	6,300.00	0.00	100.00
6036-0000-675.0000	REFUNDS & REBATES	100.00	0.00	0.00	100.00	0.00
Total Dept 0000		458,200.00	457,100.00	457,100.00	1,100.00	99.76
TOTAL REVENUES		458,200.00	457,100.00	457,100.00	1,100.00	99.76
Expenditures						
Dept 6036 - INFO TECH EXPENSES						
6036-6036-703.0000	ADMINISTRATIVE SALARY	69,700.00	35,849.86	5,515.36	33,850.14	51.43
6036-6036-706.0000	SALARIES PERMANENT	10,800.00	5,176.48	828.03	5,623.52	47.93
6036-6036-709.0000	OVERTIME	100.00	60.84	0.00	39.16	60.84
6036-6036-717.0000	RETIREMENT - MERS ACTIVE	11,600.00	5,947.50	915.00	5,652.50	51.27
6036-6036-718.0000	RETIREMENT - MERS RETIREES	36,000.00	18,497.49	2,847.56	17,502.51	51.38
6036-6036-719.0000	FRINGE BENEFITS	28,800.00	14,990.83	983.69	13,809.17	52.05
6036-6036-727.0000	OFFICE SUPPLIES	9,000.00	640.75	0.00	8,359.25	7.12
6036-6036-757.0000	OPERATING EXPENDITURES	1,500.00	119.70	0.00	1,380.30	7.98
6036-6036-818.0000	CONTRACTUAL SERVICES	207,000.00	108,021.92	10,173.22	98,978.08	52.18
6036-6036-818.6036	INFORMATION TECHNOLOGY LEASE	76,700.00	26,012.75	3,460.44	50,687.25	33.91
6036-6036-828.0000	MEMBERSHIP & DUES	300.00	0.00	0.00	300.00	0.00
6036-6036-864.0000	TRAINING	3,000.00	0.00	0.00	3,000.00	0.00
6036-6036-934.0000	EQUIPMENT REPAIRS	2,000.00	345.25	0.00	1,654.75	17.26
6036-6036-956.0000	MISCELLANEOUS	100.00	10.91	0.00	89.09	10.91
6036-6036-984.0000	OFFICE EQUIPMENT	2,500.00	0.00	0.00	2,500.00	0.00
Total Dept 6036 - INFO TECH EXPENSES		459,100.00	215,674.28	24,723.30	243,425.72	46.98
TOTAL EXPENDITURES		459,100.00	215,674.28	24,723.30	243,425.72	46.98
Fund 6036 - INFORMATION TECHNOLOGY FUND:						
TOTAL REVENUES		458,200.00	457,100.00	457,100.00	1,100.00	99.76
TOTAL EXPENDITURES		459,100.00	215,674.28	24,723.30	243,425.72	46.98
NET OF REVENUES & EXPENDITURES		(900.00)	241,425.72	432,376.70	(242,325.72)	6,825.08
BEG. FUND BALANCE		85,636.39	85,636.39			
END FUND BALANCE		84,736.39	327,062.11			

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM

User: moffitttk

DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 37/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	12/31/2018 (ABNORMAL)	MONTH 12/31/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 6061 - MOTOR POOL						
Revenues						
Dept 0000						
6061-0000-650.0606	MATERIAL SALES - CULVERTS	5,000.00	885.32	0.00	4,114.68	17.71
6061-0000-650.0607	MATERIAL SALES - TRAFFIC SIGNS	15,000.00	2,331.12	0.00	12,668.88	15.54
6061-0000-650.0608	MATERIAL SALES - SALT	165,000.00	1,602.00	0.00	163,398.00	0.97
6061-0000-650.0609	MATERIAL SALES - GRAVEL	50,000.00	8,938.00	0.00	41,062.00	17.88
6061-0000-650.0610	SALE OF GAS	45,000.00	9,750.71	0.00	35,249.29	21.67
6061-0000-650.0670	SALE OF SCRAP	1,000.00	0.00	0.00	1,000.00	0.00
6061-0000-666.0000	INTEREST INCOME	3,600.00	0.00	0.00	3,600.00	0.00
6061-0000-669.0680	LOCAL ST EQUIPMENT RENTAL	200,000.00	47,443.85	0.00	152,556.15	23.72
6061-0000-669.0681	MAJOR ST EQUIPMENT RENTAL	300,000.00	72,316.68	0.00	227,683.32	24.11
6061-0000-669.0682	SEWER EQUIPMENT RENTAL	80,000.00	22,901.96	0.00	57,098.04	28.63
6061-0000-669.0683	WATER EQUIPMENT RENTAL	140,000.00	51,426.07	0.00	88,573.93	36.73
6061-0000-669.0684	GEN FUND EQUIPMENT RENTAL	35,000.00	20,613.35	0.00	14,386.65	58.90
6061-0000-669.0685	GEN FUND EQUIPMENT REPAIR	20,000.00	5,512.60	0.00	14,487.40	27.56
6061-0000-669.0686	POLICE EQUIPMENT RENTAL	9,000.00	2,085.63	0.00	6,914.37	23.17
6061-0000-669.0689	BUILDING EQUIPMENT RENTAL	18,000.00	7,522.13	0.00	10,477.87	41.79
6061-0000-669.0690	SENIOR CITIZEN EQUIPMENT RENTAL	28,000.00	4,059.65	0.00	23,940.35	14.50
6061-0000-669.0691	TECH CHARGES FIRE EQUIPMENT	12,000.00	2,359.20	0.00	9,640.80	19.66
6061-0000-669.0693	DDA EQUIPMENT RENTAL	3,000.00	1,119.74	0.00	1,880.26	37.32
6061-0000-673.0000	SALE OF ASSETS	20,000.00	49,133.00	40,000.00	(29,133.00)	245.67
6061-0000-675.0000	REFUNDS & REBATES	9,000.00	0.00	0.00	9,000.00	0.00
6061-0000-678.0000	REIMBURSEMENT INCOME	4,000.00	1,290.08	0.00	2,709.92	32.25
Total Dept 0000		1,162,600.00	311,291.09	40,000.00	851,308.91	26.78
TOTAL REVENUES		1,162,600.00	311,291.09	40,000.00	851,308.91	26.78
Expenditures						
Dept 6061 - MOTOR POOL EXPENSES						
6061-6061-706.0000	SALARIES PERMANENT	86,900.00	42,670.75	6,797.18	44,229.25	49.10
6061-6061-706.7007	EQUIPMENT MAINTENANCE	4,000.00	3,610.23	346.28	389.77	90.26
6061-6061-708.0000	SHARED SALARIES	6,700.00	3,266.58	515.94	3,433.42	48.75
6061-6061-709.0000	OVERTIME	6,400.00	637.50	140.71	5,762.50	9.96
6061-6061-717.0000	RETIREMENT - MERS ACTIVE	3,700.00	320.52	49.31	3,379.48	8.66
6061-6061-718.0000	RETIREMENT - MERS RETIREES	13,900.00	4,389.53	131.81	9,510.47	31.58
6061-6061-719.0000	FRINGE BENEFITS	75,100.00	22,803.77	1,566.80	52,296.23	30.36
6061-6061-728.0000	INFORMATION TECH ALLOCATION	18,900.00	18,900.00	18,900.00	0.00	100.00
6061-6061-746.7006	CULVERTS	5,000.00	885.32	0.00	4,114.68	17.71
6061-6061-747.7009	GRAVEL	50,000.00	8,938.00	0.00	41,062.00	17.88
6061-6061-748.7008	SALT	165,000.00	1,602.00	0.00	163,398.00	0.97
6061-6061-749.7007	TRAFFIC SIGNS	15,000.00	2,331.12	0.00	12,668.88	15.54
6061-6061-757.0000	OPERATING EXPENDITURES	50,000.00	18,618.81	13,753.98	31,381.19	37.24
6061-6061-776.0000	BLDG MAINT/SUPPL/JANITORIAL	20,000.00	18,924.45	2,682.89	1,075.55	94.62
6061-6061-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	5,000.00	3,831.67	2,763.82	1,168.33	76.63
6061-6061-818.0000	CONTRACTUAL SERVICE	1,000.00	248.61	76.50	751.39	24.86
6061-6061-864.0000	TRAINING	3,000.00	208.52	0.00	2,791.48	6.95
6061-6061-867.0000	GAS & OIL	100,000.00	31,559.72	0.00	68,440.28	31.56
6061-6061-910.0000	VEHICLE INSURANCE	50,000.00	41,318.13	0.00	8,681.87	82.64
6061-6061-910.7020	BUILDING INSURANCE	3,000.00	5,226.15	0.00	(2,226.15)	174.21
6061-6061-920.0000	UTILITIES	12,000.00	6,883.87	0.00	5,116.13	57.37
6061-6061-934.0000	EQUIPMENT REPAIRS	175,000.00	17,134.94	4,992.84	157,865.06	9.79
6061-6061-958.0000	FREIGHT	1,000.00	0.00	0.00	1,000.00	0.00
6061-6061-968.0000	DEPRECIATION EXPENSE	406,000.00	0.00	0.00	406,000.00	0.00
6061-6061-978.0000	TOOLS & EQUIPMENT	8,000.00	1,561.37	95.57	6,438.63	19.52

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM
 User: moffitttk
 DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 38/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 6061 - MOTOR POOL						
Expenditures						
6061-6061-979.0000	SMALL PARTS & TOOLS	800.00	432.87	143.37	367.13	54.11
6061-6061-983.0000	LEASE EXPENSE-BUILDING	17,600.00	526.35	0.00	17,073.65	2.99
6061-6061-983.1000	LEASE EXPENSE-EQUIPMENT	21,300.00	21,260.28	11,635.33	39.72	99.81
Total Dept 6061 - MOTOR POOL EXPENSES		1,324,300.00	278,091.06	64,592.33	1,046,208.94	21.00
TOTAL EXPENDITURES		1,324,300.00	278,091.06	64,592.33	1,046,208.94	21.00
Fund 6061 - MOTOR POOL:						
TOTAL REVENUES		1,162,600.00	311,291.09	40,000.00	851,308.91	26.78
TOTAL EXPENDITURES		1,324,300.00	278,091.06	64,592.33	1,046,208.94	21.00
NET OF REVENUES & EXPENDITURES		(161,700.00)	33,200.03	(24,592.33)	(194,900.03)	20.53
BEG. FUND BALANCE		1,791,761.18	1,791,761.18			
END FUND BALANCE		1,630,061.18	1,824,961.21			

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of

01/16/2019 04:53 PM
 User: moffittk
 DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page 39/39

PERIOD ENDING 12/31/2018

% Fiscal Year Completed: 50.41

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 12/31/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 6077 - BURTON SELF INSURANCE FUND						
Revenues						
Dept 0000						
6077-0000-691.0000	CONTRIBUTIONS FROM OTHER FUNDS	1,450,000.00	405,023.63	0.00	1,044,976.37	27.93
Total Dept 0000		1,450,000.00	405,023.63	0.00	1,044,976.37	27.93
TOTAL REVENUES		1,450,000.00	405,023.63	0.00	1,044,976.37	27.93
Expenditures						
Dept 0000						
6077-0000-803.7025	BCBS HEALTH PREMIUM BILLINGS	957,000.00	405,023.63	0.00	551,976.37	42.32
6077-0000-835.7041	BCBS PHARMACY PREMIUMS	319,000.00	0.00	0.00	319,000.00	0.00
6077-0000-835.7045	BCBS DENTAL PREMIUMS	174,000.00	0.00	0.00	174,000.00	0.00
Total Dept 0000		1,450,000.00	405,023.63	0.00	1,044,976.37	27.93
TOTAL EXPENDITURES		1,450,000.00	405,023.63	0.00	1,044,976.37	27.93
Fund 6077 - BURTON SELF INSURANCE FUND:						
TOTAL REVENUES		1,450,000.00	405,023.63	0.00	1,044,976.37	27.93
TOTAL EXPENDITURES		1,450,000.00	405,023.63	0.00	1,044,976.37	27.93
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
BEG. FUND BALANCE		3,040.87	3,040.87			
END FUND BALANCE		3,040.87	3,040.87			
TOTAL REVENUES - ALL FUNDS		38,185,374.00	24,806,935.20	3,924,082.34	13,378,438.80	64.96
TOTAL EXPENDITURES - ALL FUNDS		41,151,413.00	16,595,836.18	4,620,614.15	24,555,576.82	40.33
NET OF REVENUES & EXPENDITURES		(2,966,039.00)	8,211,099.02	(696,531.81)	(11,177,138.02)	276.84
BEG. FUND BALANCE - ALL FUNDS		63,944,839.21	63,944,839.21			
FUND BALANCE ADJ - ALL FUNDS			2,239.29			
END FUND BALANCE - ALL FUNDS		60,978,800.21	72,158,177.52			

Attachment: Revenue and Expenditure Report 12-31-18 (4196 : Revenue and Expenditure Report as of



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

Meeting: 01/22/19 07:00 PM
Department: Clerk's Office
Category: FYI
Prepared By: Bette Bigsby
Department Head: Bette Bigsby

F.3

SCHEDULED

INFORMATION ITEM (ID # 4194)

DOC ID: 4194

Mayor Credit Card statement



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

Meeting: 01/22/19 07:00 PM
Department: Clerk's Office
Category: Budget
Prepared By: Bette Bigsby
Department Head: Bette Bigsby

F.4

SCHEDULED

INFORMATION ITEM (ID # 4229)

DOC ID: 4229

Mid-year budget review

ATTACHMENTS:

- mid year review (PDF)

Percentage of Budget Comparison as of December 31

General Fund	2018-19 % of Budget	2017-18 % of Budget
Revenue	58%	59%
Expenditures	68%	40%
Council	51%	68%
Mayor	46%	45%
Election	47%	45%
Assessor	46%	44%
Clerk	43%	38%
Controller	47%	46%
Treasurer	43%	61%
City Hall	76%	81%
Public Service	49%	47%
Parks & Recreation	30%	23%
Planning	60%	40%
Zoning	72%	40%
Transfers Out	91%	0%

Attachment: mid year review (4229 : Mid-year budget review)

Major Streets	2018-19 % of Budget	2017-18 % of Budget
Revenue	62%	34%
Expenditures	39%	26%
Construction	15%	20%
Surface Maintenance	29%	35%
Trees & Shrubs	38%	14%
Drainage	17%	55%
Traffic Signs	18%	15%
Pavement Markings	0%	0%
Winter Maintenance	7%	5%
Roadside Cleanup	41%	30%
Administration	97%	34%

Local Streets	2018-19 % of Budget	2017-18 % of Budget
Revenue	39%	41%
Expenditures	25%	35%
Surface Maintenance	30%	35%
Trees & Shrubs	69%	21%
Drainage	45%	30%
Traffic Signs	24%	18%
Winter Maintenance	7%	4%
Roadside Cleanup	32%	18%
Administration	71%	67%
Contingency	0%	95%

	2018-19 % of Budget	2017-18 % of Budget
Fire Fund		
Revenue	97%	33%
Expenditures	50%	49%
Police Fund		
Revenue	91%	83%
Expenditures	46%	44%
Rubbish Fund		
Revenue	86%	86%
Expenditures	50%	50%
Building Fund		
Revenue	120%	51%
Expenditures	36%	32%
Drug Law Enforcement		
Revenue	0%	87%
Expenditures	57%	27%
Police K9		
Revenue	100%	0%
Expenditures	23%	14%
Senior Citizens Center		
Revenue	60%	18%
Expenditures	42%	39%
Police/Fire Sculpture Fund		
Revenue		20%
Expenditures		0%

	2018-19 % of Budget	2017-18 % of Budget
Burton Youth League		
Revenue	0%	1%
Expenditures	5%	20%
Veteran's Memorial Park Fund		
Revenue	0%	0%
Expenditures	1%	6%
Memorial Day Race		
Revenue	2%	
Expenditures	13%	
Veteran Honor Run Fund		
Revenue	77%	
Expenditures	61%	
Burton Mile Fund		
Revenue	0%	
Expenditures	0%	
Burton Race Series Fund		
Revenue	0%	
Expenditures	9%	
Capital Improvement Fund		
Revenue	0%	0%
Expenditures	42%	1%
Amy St Capital Projects Fund		
Revenue	0%	0%
Expenditures	0%	0%

Fire Capital Projects	2018-19 % of Budget	2017-18 % of Budget
Revenue	0%	1%
Expenditures	100%	0%
Sewer Fund	Budget	Budget
Revenue	60%	51%
Expenditures	23%	28%
Water Fund		
Revenue	60%	60%
Expenditures	34%	32%
Information Technology Fund		
Revenue	100%	143%
Expenditures	47%	50%
Motor Pool		
Revenue	27%	20%
Expenditures	21%	19%
Self Insurance Fund		
Revenue	28%	42%
Expenditures	28%	42%

City of Burton

Mid – Year Review through December 31, 2018

January 22, 2019

Summary

At mid-year through the fiscal year we are on track in most funds and departments with revenue and expenditures as a percentage of budget. A few budget amendments have been identified and will be presented at the next Council meeting. The budget amendments that have been identified so far are for personal property tax collections, property and liability insurance expense, DWRF #5 and the DNR grant, license and fee revenue, and salary and benefits due mostly to contractual changes for Teamsters and POLC.

General Fund

Revenue

- Overall we are at 58% of budget at half way through the fiscal year. We are on track with the prior year which showed a 59% collection rate at December 31.

Expenditures

- Most departments are hovering around 50% spent which is where they should be at mid-year.
- City Council- Is at 51% of budget compared to 68% last year. This is primarily due to increasing the budgets for Legal and the Specialized Internal Control Review and spending a lower percentage compared to the prior year.
- Treasurer – Is at 43% of budget compared to 61% last year. Postage and tax roll expense for the December tax collection was paid prior to December 31 in the prior year but have not yet been paid this year which accounts for the spending variance compared to the prior year.
- Parks & Recreation - Is at 30% of budget compared to 23% last year. The higher percentage this year is because of moving the expenditures for the

paces into a separate fund. Typically more program revenue and expenditures occur in the second half of the year.

- **City Hall** – Is at 76% compared to 81% last year. The percentage spent is higher than 50% because of the \$1 million additional MERS payment made in December which is charged to this department.
- **Planning** – Is at 60% of budget compared to 40% in the prior year. A budget amendment is needed in the current year to reflect contractual changes to salaries and fringe benefits.
- **Zoning** – Is at 72% of budget compared to 40% in the prior year. A budget amendment is needed in the current year to reflect contractual changes to salaries and benefits.
- **Transfers Out** – Is at 91% of budget compared to 0% in the prior year. All general fund transfers out have been recorded for the current year except for the transfer for any special assessment collection shortfalls which are typically not recorded until the end of the year when the figure is known. In the prior year, the transfers were not recorded until after December.

Major Streets Fund

Revenue

- Is at 62% collected this compared to 34% last year. This is due to the borrowing of \$2.4 million this year to fund the Saginaw St (Bristol to Hemphill) and Center Rd (north of the City limits) projects. ACT 51 revenue collection typically lags by a couple months. Both years showed a 34% collection as of December 31 which is right on target. We transferred \$150,000 this year from general fund to major streets whereas we did not transfer any funds last year.

Expenditures

- **Construction** – 15% was spent on construction compared to 20% last year. Most of the costs budgeted for construction will occur in the spring and summer of 2019. Construction on Saginaw St (Bristol to Hemphill) will begin as soon as the weather breaks, around April 2019, and should finish by July 4, 2019. Construction on Center Rd (north of the City limits) will

begin around July 4, 2019 and should finish by October 1, 2019. \$148,360 was spent on chip seal in the prior year through December 31 whereas this year we have spent \$377,862 on chip seal and road preservation through that date.

- **Surface Maintenance** – Spending was down slightly this fall at 29% compared to the prior year of 35% due to more funds spent out of the chip seal and road preservation line items.
- **Trees & Shrubs** – 38% was spent on trees and shrubs this year compared to 14% last year at this time because of more trees in the right of way compared to the prior year.
- **Drainage** – 17% was spent on drainage this year compared to 55% last year at this time because of focusing more on streets than drainage this year. Will focus more on drainage in the spring.
- **Roadside Cleanup** – 41% was spent on roadside cleanup this year compared to 30% last year because more cleanup was needed.
- **Administration** – 97% this year compared to 34% last year. This is due to the repayment of the \$2 million State Infrastructure Bank Loan in November this year that did not occur last year. In addition, November and December supervisor costs still need to be allocated out of this area to the respective departments where the work was performed.

Local Streets Fund

Revenue

- Is at 39% collected this year compared to 41% last year. ACT 51 revenue collection typically lags by a couple months so we are right on target with where we should be mid-year.

Expenditures

- **Surface Maintenance** – Spending was down slightly this fall at 30% compared to the prior year of 35% due to more funds spent out of the chip seal and road preservation line items.

- **Trees & Shrubs** – 69% was spent on trees and shrubs this year compared to 21% last year at this time because of more low hanging limbs on several streets that needed to be cut.
- **Drainage** – Spending in the current year is 45% compared to 30% last year. This is due to more drainage issues on the local streets.
- **Traffic Signs** –Spending in the current year is 24% compared to 18% last year due to implementing a plan to update old signs in neighborhoods.
- **Roadside Cleanup** – 32% was spent on roadside cleanup this year compared to 18% last year because more cleanup was needed.
- **Administration** – 71% was spent on administration this year compared to 67% last year. November and December supervisor costs still need to be allocated out of this area to the respective departments where the work was performed.
- **Contingency** – 0% was spent on special assessments for City owned property this year compared to 95% last year. 20 Burton Estates properties were sold and not closed on until right before the holiday break in December. We did not know for sure which parcels were being sold until then so we held off on paying the City's obligation until that was known. The City's portion of the special assessments will be paid in January 2019.

Fire Department Fund

Revenue

- Is at 97% collected compared to 33% last year. This is due mostly to the general fund transfer to fire being made in December this year whereas last year the funds were transferred after December. We have also received more in personal property tax reimbursement this year from the State and have started collecting for fire alarm and suppression reviews which we did not provide last year.

Expenditures

- Spending in the current year is 50% compared to 49% last year so we are on track with where we should be at mid-year.

Police Department Fund

Revenue

- Is at 91% collected compared to 83% last year. This is due mostly to the general fund transfer to police being made in December this year whereas last year the funds were transferred after December. We have also received more in personal property tax reimbursement this year from the State.

Expenditures

- Spending in the current year is 46% compared to 44% last year so we are on track with where we should be at mid-year with costs being slightly lower than 50% because of attrition.

Building Department Fund

Revenue

- Is at 120% collected compared to 51% last year. This is due partially to the transfer from the general fund being made in December this year whereas last year it was made after December. We also have collected substantially more in permit and license fees due to the General Motors facility.

Expenditures

- Spending in the current year is 36% compared to 32% last year so we are on track with where we should be we should be at mid-year. Expenditures tend to be lower mid-year because the costs for demolitions usually occur more in the second half of the year.

Drug Law Enforcement Fund

Revenue

- We are no longer collecting drug forfeiture funds so revenue collections are at 0% compared to 87% in the prior year.

Expenditures

- Spending in the current year is 57% compared to 27% last year. Once the remaining funds are spent we will close this fund since we are no longer receiving revenue.

Police K9 Fund

Revenue

- Last year revenue was zero at December 31 whereas this year we have received a donation of \$100 or 100% of budget. This fund works on donations from the public and transfers in from the police department or general fund.

Expenditures

- Spending in the current year is 23% compared to 14% last year. The higher percentage is because the budget for this year was reduced because of lack of donations.

Senior Citizens Fund

Revenue

- Is at 60% collected compared to 18% last year. This is due to the general fund transfer being made in December this year whereas it was made after December in the prior year.

Expenditures

- Spending in the current year is 42% compared to 39% last year which is on track of where it should be at this time of year.

Police/Fire Sculpture Fund

- Nothing is budgeted for revenue or expenditures this year in this fund.

Burton Youth League

Revenue

- Is at 0% collections compared to 1% last year. The majority of the revenue for youth league is collected in the spring.

Expenditures

- Spending in the current year is 5% compared to 20% last year. Stipends paid in July 2018 were accrued back to 2017-18 and should not have been reflecting in a lower percentage spent this year.

Veteran's Memorial Park Fund

Revenue

- We have not collected any revenue this year yet which is the same as the prior year. Revenue would typically come from donations and transfers in from other funds.

Expenditures

- Spending in the current year is 1% compared to 6% last year. Last year we spent more on flags and repairs.

Capital Improvement Fund

Revenue

- Only a small amount of interest was recorded as revenue as of December 31 for this year and last. The \$3,000 transfer from DDA will be made in January.

Expenditures

- Spending in the current year is 42% compared to 1% last year. This is because the equipment in last year's budget was paid for this year and we did not start the Library Expansion project until this year.

Amy Street Capital Projects Fund

Revenue and Expenditures

- Activity in the accounts in this fund usually occur after mid-year when special assessments collected are transferred in and the interest on the loan payment to sewer is recorded.

Fire Capital Projects Fund

Revenue

- The transfer in from the fire fund has not been made yet. The transfer should be made in January.

Expenditures

- This is the first year of payments on the loan for the new fire truck purchased last year. This fund acts as a savings account to purchase fire vehicles.

Sewer Fund

Revenue

- Revenue in the current year is 60% compared to 51% last year. The increase from the prior year is due to lowering the revenue budget for usage fees this year. We should be around 60% the way that the usage revenue is being recorded.

Expenditures

- Spending in the current year is 23% compared to 28% last year. The sewer commodity payments usually lag by a couple months so expenditures should be less than 50% at mid-year. The October payment for last year was paid by December but for this year it wasn't paid until January.

Water Fund

Revenue

- Revenue is at 60% for this year and last year. We should be higher than 50% based on the way that the usage revenue is billed and recorded. Water usage revenue is slightly higher than last year. A budget amendment may be needed in the future.

Expenditures

- Spending in the current year is 34% compared to 32% last year so we are comparable to the previous year. The water commodity payments usually lag by a couple months so expenditures should be less than 50% at mid-year. Water commodity expenditures are slightly higher than last year so a budget amendment may be needed in the future.

Information Technology Fund

Revenue

- The revenue in this fund comes from charges to each department for technology services. These charges have been recorded for the year which is why we are at 100%.

Expenditures

- Expenditures are right around 50% which is where they should be at mid-year.

Motor Pool Fund

Revenue

- Is at 27% collected compared to 20% last year. We had 2 mechanic vacancies last year until the end of December which generated less revenue last year. Mechanic charges have only been posted through October and equipment rental through November which generates a lower revenue percentage.

Expenditures

- Spending in the current year is 21% compared to 19% last year. There is typically a lag of a month or two in paying invoices for repair parts. Salt has not been charged for November or December. Fuel has not been charged for December.

Burton Self Insurance Fund

Revenues

- Is at 28% collected compared to 42% last year. November and December health insurance charges have not yet been posted.

Expenditures

- Spending in the current year is 28% compared to 42% last year. November and December health insurance charges have not yet been posted.



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

Meeting: 01/22/19 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Bette Bigsby
Department Head: Bette Bigsby

J.1

ADOPTED

AGENDA ITEM (ID # 4193)

DOC ID: 4193

**Approve and authorize the Attorney Billing (Doyle) 1/02/2019
to 1/15/2019 in the amount \$5,392.25.**

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



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

Meeting: 01/22/19 07:00 PM
Department: Mayor's Office
Category: Attorney Billing
Prepared By: Sue Warren
Department Head: Paula Zelenko

J.2

ADOPTED

AGENDA ITEM (ID # 4190)

DOC ID: 4190

**Approve and authorize the payment of Attorney Billing
(Masud) December 2, 2018 - December 20, 2018 in the
amount \$1,923.00.**

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Danny Wells



ADOPTED

AGENDA ITEM (ID # 4171)

DOC ID: 4171

Approve and authorize the Poverty Tax Exemption guidelines and application for 2019.

ATTACHMENTS:

- 2019 POVERTY EXEMPTION APPLICATION (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Danny Wells

ASSESSMENT/ TAX YEAR 2019
CITY OF BURTON
APPLICATION INSTRUCTIONS FOR POVERTY TAX EXEMPTION
 (Adopted: _____, 2019- Burton City Council)
 Pursuant to Section 211.7u
 Michigan Compiled Laws

The Application for One- Year Poverty Exemption is in keeping with the requirements of the state of Michigan with regard to poverty exemptions. Filing of this form is necessary to determine if you qualify for a Poverty Tax Exemption. The following questions are necessary in order to determine poverty status and asset status.

Please read these instructions carefully. To be considered for a poverty exemption, the following information must be provided. All sections must be completed and contain accurate information or they may not be considered.

1. COMPLETE ALL SECTIONS OF THIS APPLICATION
2. Submit a completed and signed copy of the following:
 - ☐ 2018 Michigan Homestead Property Tax Credit Claim (MI 1040 CR)
 - or**
 - ☐ 2018 Federal Income Tax Return (1040), if you are required to file Federal Income Tax
 - or**
 - # ☐ 2018 Federal Income Tax Return (1040) for all other occupants of your home
 - ☐ A copy of Michigan Driver's License, or Michigan Personal Identification Card
 - ~~##~~ ☐ A copy of Deed, proof of ownership

(Applications submitted without completed forms or income tax returns will not be processed.)

3. If an occupant of your home is not employed but has income from another source, you must show the income on your application
4. The application must be legible. If you need to provide additional information, please attach a separate sheet. Do not write in the margins of the application.
5. Do not submit originals of supporting documentation as we must keep these for our records and cannot return them.
6. If the application is incomplete or you do not include copies of the required financial documents, it may be considered ineligible for a poverty exemption.

**RETURN THE APPLICATION AND REQUIRED DOCUMENTATION AS SOON AS POSSIBLE
TO ALLOW TIME FOR REVIEW, BEFORE IT IS SUBMITTED TO THE BOARD OF REVIEW.**

MARCH BOARD OF REVIEW: SUBMIT BY MARCH 1, 2019

JULY BOARD OF REVIEW: SUBMIT BY JULY 5, 2019

DECEMBER BOARD OF REVIEW: SUBMIT BY DECEMBER 6, 2019

CONFIDENTIAL – RESTRICTED ACCESS

NOTICE: Any willful misstatements or misrepresentations made on this form may constitute perjury, which, under the law, is a felony punishable by fine or imprisonment.

YEAR: **2019**

PARCEL NO: _____

POVERTY TAX EXEMPTION APPLICATION**Confidential Information****PETITIONER
INFORMATION**

I, _____, being the owner and resident of the property listed below, apply for tax relief under MCL 211.7u of the General Property Tax Act.

Name: _____ Date of Birth: _____
 Phone Numbers: Daytime: _____ Evening: _____
 Cell: _____

Property Address for Which Relief is Being Sought:	<u>Marital Status</u>	<u>No. of Years</u>
_____	Married	_____
_____	Divorced	_____
_____	Widowed	_____
	Separate	_____
	Single	_____

PETITIONER EMPLOYMENT STATUS

Disabled- No. of years _____
 Do you qualify for disability benefits Yes No
 Employed Full-Time
 Employed Part-Time
 Retired- No. of year's _____
 Unemployment- No. of year _____
 Laid-off – No. of year's _____
 Other _____

Occupation (If employed) _____

Employer: _____

Address: _____

Telephone: _____

SPOUSE EMPLOYMENT STATUS:

Disabled- No. of years _____
 Do you qualify for disability benefits Yes
 Employed Full-Time
 Employed Part-Time
 Retired No. of year's _____
 Unemployed- No. of years _____
 Laid-off- No. of years _____
 Other _____

Occupation (If employed) _____

Employer: _____

Address: _____

Telephone: _____

Describe any disabilities or health problems:

Have you applied for Homestead Property Tax Credit this year? _____

A. How much was your Property Tax Credit? _____

Attach copy of 1040 CR and Federal or State Income Tax return for each person residing in the Homestead, if filed for the current or proceeding year.

MORTGAGE INFORMATION

- B. Purchase Date: _____ Amount Paid: _____
 C. Mortgage/ Land Contract Balance: _____
 D. Monthly Payment: _____ Does this payment include taxes? Yes No
 E. Number of Years Remaining on the Mortgage/ Land Contract: _____
 F. Are your property taxes paid? Yes No
 G. Did you apply for a poverty exemption last year? Yes No

OTHER REAL ESTATE HOLDINGS:

H. Do you, your spouse, or any other person residing in the homestead have a financial interest in other real estate? If yes, please provide the following information concerning that financial interest.

Location – City & State	Tax I.D. Number of Property	Value of Property	Amount of Equity

(Attach additional sheet of paper if necessary)

- I. Are you and/ or your spouse the sole owners of the subject property? Yes No
 If no, list all owners and their percentages of ownership:

Owner's Name	Percentage of Ownership

(Attach an additional sheet of paper if necessary)

- J. Do you currently occupy the residency Yes No If no, please explain:

K. Have any improvements, changes or additions been made to the property in the last two (2) years?
 Yes No. If yes, please explain:

L. Do you anticipate selling the Homestead property for which relief is sought in the next year?
 Yes No. Please Explain:

M. Does anyone contribute to your support? Yes-Amount _____ No, Explain

N. Is anyone able to contribute to your support? Yes No

RESIDENT STATUS

O. Please list all the people currently living in your household other than yourself and spouse:

	1	2	3	4
Name				
Age				
Relationship				
Occupation				
Annual Income				
Claimed as Dependent	Yes No	Yes No	Yes No	Yes No
Heir to Estate?	Yes No	Yes No	Yes No	Yes No

ASSET INFORMATION

P. Assets- List all assets:

Cash		Other - describe	Net Value
Savings Account (s)			
Checking Account			
Stocks & Bonds			
Certificates			
Insurance			
Other			

VEHICLES, CARS, TRUCKS, BOATS, TRAILERS, ETC.**Q. VEHICLES** – List vehicle(s) that members of the Homestead own/drive. Include leased vehicles.

Driver/ Owner	Year	Make	Model

(Attach an additional sheet of paper if necessary)

LOAN DEBT**R.** Do you have other loans or land contracts that are outstanding? Yes No

To Whom	
Address	
Monthly Payment	
Current Balance	

To Whom	
Address	
Monthly Payment	
Current Balance	

(Attach an additional sheet of paper of other loans or land contracts that are outstanding if necessary)

EXPENSE INFORMATION**Expenses****S. Monthly Household:**

House Payment		Taxes On Principle Residency		Water	
Heating – Gas / Oil		Taxes on Property		Electricity	
Telephone		Cable T.V.		Cars	
Vehicles					

T. Insurance:

Life	
Home	
Auto	

U. Monthly Medical Expenses:

Persons Name	Relationship	Hospital	Doctor	Prescriptions

V. PERSONAL DEBTS:

Person or Company	Purpose of Debt	Date Debt Incurred	Original Amount of Debt	Monthly Payment	Balance Remaining
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$

(VERIFICATION OF EXPENSES MAY BE REQUIRED)

Do you have any major or unusual expenses? Yes No

If yes, Please explain:

(Please attach an additional sheet
of paper if necessary)

INCOME INFORMATION**W. OTHER ASSETS AND INCOME DATA**

List all sources of personal income. Income includes all money coming into the household from any source of person.

Source	Annual Income	Source	Annual Income
Employment		Pension	
Social Security / SSI		Unemployment Compensation	
Workman's Comp		Welfare Assistance / Food Stamps / WIC	
A.D.C. & GA Benefits		Alimony	
Interests & Dividends		Child Support	
Insurance		Gifts/ Other	

X. HOUSEHOLD INCOME

List the total income for each person residing in the household. Attach an additional sheet of paper if necessary.

Name	Total Income in 2018	Total Income in 2017
Petitioner:		
Spouse:		
Other Person:		
Other Person:		

GRAND TOTAL OF 2018 INCOME: _____

Y. What was the total income from all sources of everyone living in your household for the past two (2) years?

Last year _____ Prior year _____

Z. Do you anticipate any major change in income from the coming year: Yes No
(If yes, please explain)

PLEASE READ EACH POINT CAREFULLY AND PUT A CHECK STATING YOU HAVE READ EACH POINT:



I/We, am/are unable to pay the full property taxes on the above described property and hereby make application for the property tax relief in accordance with Section 211.7u Michigan Compiled Laws and City of Burton Poverty Guidelines.



I/We have read this application and fully understand the contents thereof.



I/We declare that the statements made herein are complete, true, and correct to the best of my/our knowledge.



I/We further understand that if any information contained herein is found to be false or incomplete, any and all relief granted by this application will be forfeited and placed back on the assessment roll with penalties and interests occurring on the additional tax liability in accordance with Section 211.119 Michigan Compiled Laws.



I/We further understand that if this application is incomplete or



I/We fail to include all sources of income this application will not be considered by the Board of Review and that



I/We confirm to the attached income and Asset guidelines.

PLEASE SIGN AND DATE

Applicant's Signature: _____

Date: _____

Applicants Name Printed: _____

PLEASE SIGN AND DATE

Spouse's Signature: _____

Date: _____

Spouse's Name Printed: _____

NOTICE: Any willful misstatement or misrepresentations made on this form may constitute perjury, which, under the law, is a felony punishable by fine or imprisonment.

2019
CITY OF BURTON
GUIDELINES FOR GRANTING POVERTY TAX EXEMPTION
 (Adopted: _____, 2019- Burton City Council)
 Pursuant to Section 211.7u
 Michigan Compiled Laws

I. General Overview

The Board of Review of the City of Burton recognizes the need to have available a procedure by which residents in need of assistance under MCL 211.7u can make an application for property tax relief. The Board of Review further recognizes that, pursuant to statute, as well as case law, they must adopt procedures and guidelines, approved by Burton City Council, to be used as standards when considering appeals made based on financial hardship. The Board of Review understands that these guidelines must be adhered to when reviewing hardship appeals, and reserves the right to make individual considerations within their authority, as they feel necessary. Any form submitted that is inaccurate or not fully completed will result in a denial of the appeal. All information in the form is subject to verification from the Board of Review or the Assessor's Office.

All applicants must obtain the proper applications from the Board of Review. All applicants, if approved by the Board of Review, will pay based on an assessment determined and certified by the Board of Review. The effect of the property tax rebate feature of the Michigan Income Tax will be considered when making this calculation. Additionally, the Board of Review will consider all revenue and non-revenue producing assets during its deliberation as to whether relief shall be granted.

Applications must be filed every year. If granted, the exemption is for one year only.

II. Basic Filing Requirements

In order to be considered for exemption under MCL 211.7u each applicant must:

- A.** Own and occupy the property as a homestead, defined by law, for which the request is being made. This may include vacant, contiguous property as long as it is considered part of the principal homestead and for which a principal residence exemption has been approved.
- B.** Complete and submit an Application for Poverty Tax Exemption on a form designated and supplied by the City of Burton Assessor's Office.
- C.** Submit income verification as required. This may include current Federal and State Income Tax Returns, State Homestead Property Tax Credit Forms, or any additional information requested by the Board of Review.
- D.** Submit a copy of your Michigan Driver's License or a Michigan Personal Identification Card.

2019
CITY OF BURTON
GUIDELINES FOR GRANTING POVERTY TAX EXEMPTION
 (Adopted: _____, 2019- Burton City Council)
 Pursuant to Section 211.7u
 Michigan Compiled Laws

III. Processing Applications

Once an Application for Poverty Tax Exemption is completed and returned to the Assessor's Office, the assessing staff will review the information provided. The assessing staff will complete and attach a Poverty Tax Exemption Worksheet to each appeal. The worksheet will summarize the application and provide the Board of Review with specific information, income of the applicant, an estimated tax amount for the property.

After the above referenced information is compiled, the entire packet will be submitted to the Board of Review to be considered for tax relief in a work session. The Board of Review will determine if Income standards have been met. The Board of Review will determine if Asset limits have been met. The Board of Review, in making their decision, may contact the applicant for any additional information they deem necessary.

- Extraordinary or unusual expenses are, for the purpose of this application, to indicate expenses that are not considered normal or that are not usually incurred as a Head of Household. The Board of Review shall examine each application for valid extraordinary expenses.
- If, in the decision of the Board of Review, the expenses are deemed valid, the Board of Review shall have the authority to review that application separately from the printed guidelines, to determine if the applicant qualifies for a poverty exemption.
- All applicants will be evaluated based on data submitted to the Board of Review by petitioner, testimony taken from petitioner, and any information gathered from any source the Board of Review may deem necessary.
- Any successful applicant may be subject to investigation of their financial and property records by the City of Burton. This would be done to verify information submitted or statements made to the Board of Review or Assessor concerning their poverty tax claim.
- The Board of Review shall follow the guidelines established herein when granting or denying an exemption.

The Board of Review shall also reject any application where the information contained in it appears fraudulent, misleading or incomplete.

2019
CITY OF BURTON
GUIDELINES FOR GRANTING POVERTY TAX EXEMPTION
 (Adopted: _____, 2019- Burton City Council)
 Pursuant to Section 211.7u
 Michigan Compiled Laws

IV. Income Guidelines

The income guidelines to be used by the Board of Review have been established in accordance with P.A. 390 of 1994 and shall be adhered to unless accompanied by special circumstances. In determining qualifications for tax exemption, the Board of Review shall consider every variable on the application, including total household income, the nature and duration of the income stream, the quality and accuracy of the information submitted and any other such evidence, as they feel appropriate in making their decision. In general, however these guidelines shall assist the Board of Review in their decisions.

Following are the federal poverty guidelines for use in setting poverty exemption guidelines for 2019 assessments. These are based on STC Bulletin No. 16 of 2018.

Persons in Household	Household Income
1	\$ 12,140
2	\$ 16,460
3	\$ 20,780
4	\$ 25,100
5	\$ 29,420
6	\$ 33,740
7	\$ 38,060
8	\$ 42,380
For each additional person, add	\$ 4,320

Note: P.A. 390 of 1994 states that the poverty exemption guidelines established by the governing body of the local assessing unit shall also include an asset level test. An asset test means the amount of cash, fixed assets or other property that could be used, or converted to cash for use in the payment of property taxes. The asset test should calculate a maximum amount permitted and all other assets above that amount should be considered as available.

2019
CITY OF BURTON
GUIDELINES FOR GRANTING POVERTY TAX EXEMPTION

(Adopted: _____, 2019- Burton City Council)
Pursuant to Section 211.7u
Michigan Compiled Laws

V. Asset Guidelines

As required by P.A. 390 of 1994, all guidelines for poverty exemptions as established by the governing body of the local assessing unit shall also include an asset level test. The following assets shall not be considered when applying an asset test to determine qualification for tax exemption.

- i. The value of the applicant's primary residence subject to the exemption request along with any contiguous residential land.
- ii. The value of all personal property, such as furniture and clothing.

Notwithstanding the value of property listed above, in order to be considered for tax exemption under MCL 211.7u, the value of all additional assets **shall not exceed five (5) times the annual household income of the applicant**. The Board of Review will consider all revenue and non-revenue producing assets during its deliberation as to whether relief shall be granted. If liquid assets (assets that can be readily converted to cash) exceed five times the gross income and no more cash than an amount equal to one month's gross household income. Assets do include:

- Stock
- Bonds
- Mutual Funds
- Coin Collections
- Boats
- ORVs
- Motorcycles
- Recreational Vehicles
- Second Homes
- Salable Property
- Jewelry, etc.

2019
CITY OF BURTON
GUIDELINES FOR GRANTING POVERTY TAX EXEMPTION

(Adopted: _____, 2018- Burton City Council)

Pursuant to Section 211.7u

Michigan Compiled Laws

The Board of Review retains the authority to examine that application separate from the printed guidelines to determine if that applicant qualifies for a poverty exemption.

All asset information, as requested in the Application for Property Tax Exemption must be completed in total. The Board of Review may request additional information and verification of assets if they determine it to be necessary and may reject any application if assets are not properly identified.

VI. Summary

In conclusion, the Board of Review has been given exclusive jurisdiction over the granting of property tax relief due to financial hardship. The Board of Review for the City of Burton takes this task seriously and attempts to provide relief to all deserving residents within the city. The Board of Review may deny any appeal, regardless of income, if the financial hardship appears to be self-created by the actions of the person or persons making the application. The Board of Review may deviate from the guidelines if it determines there are substantial and compelling reasons, which are to be communicated, in writing, by the applicant. The Board of Review reserves the right to modify these guidelines as necessary.

The Burton City Council shall retain the authority, under P.A. 390 of 1994, and as further amended by P.A. 620 of 2002, to review and change these guidelines, as it deems necessary.

Poverty Exemption Affidavit

This form is issued under authority of Public Act 206 of 1893; MCL 211.7u

INSTRUCTIONS: When completed, this document must accompany a taxpayer's Application for Poverty Exemption filed with the supervisor or the board of review of the local unit where the property is located. MCL 211.7u provides for a whole or partial property tax exemption on the principal residence of an owner of the property by reason of poverty and the inability to contribute toward the public charges. MCL 211.7u(2)(b) requires proof of eligibility for the exemption be provided to the board of review by supplying copies of federal and state income tax returns for all persons residing in the principal residence, including property tax credit returns, or by filing an affidavit for all persons residing in the residence who were not required to file federal or state income tax returns for the current or preceding tax year.

I, _____, swear and affirm by my signature below that I reside in the principal residence that is the subject of this Application for Poverty Exemption and that for the current tax year and the preceding tax year, I was not required to file a federal or state income tax return.

Address of Principal Residence: _____

PLEASE SIGN AND DATE

Signature of Person Applying for Affidavit

Date

Print Name of Person Applying for Affidavit



You will need to print and return this entire completed application along with the required documentation to the:

**City of Burton- Assessing Department
4303 S. Center Rd.
Burton, MI 48519**

**Any questions please feel free to contact our Assessing Office Monday- Friday 9:00am-5:00pm
at (810) 743-1500 ext. 1351**

Attachment: 2019 POVERTY EXEMPTION APPLICATION (4171 : Poverty Tax Exemption Guidelines and Application)



ADOPTED

AGENDA ITEM (ID # 4172)

DOC ID: 4172

Approve and authorize the Park & Recreation Commission 5 year plan

COMMENTS - Current Meeting:

Mayor Zelenko introduced Lisa Easterwood from Fleis and Vandenbrink to give an overview of the Park & Recreation five year plan.

Lisa Easterwood from Fleis and Vandenbrink provided a summary of the new Parks & Recreation 5 year plan. The purpose of the plan is to guide the Park & Recreation Commission through projects and budgeting over the next 5 years. This is also a tool that is used to seek out funding and is required by the DNR when applying for grants. We held a public workshop on August 8, 2018, we had an online survey available, we discussed the plan during November and December Parks and Recreation Meetings that were open to the public, we did an assessment of each park in Burton, we updated the goals and objectives and the 5 year capital improvement sections of the plan. Key projects included are the Iron Belle Trail for which we are currently working on a grant, improvements at Settlement Park, continued improvements at Kelly Lake Park, general maintenance and barrier free compliance on all parks. The 30 day review period required by the DNR was November 15, 2018 to December 15, 2018 it was advertised in the newspaper and on the city website. The plan was sent to the County and Regional Planning Commissions for review and comment. On December 12, 2018 a recommendation was made to City Council to approve the plan. Tonight there is a public comment opportunity to finish the process. It is item H on the agenda. City Council will be acting on the 5 year plan tonight as well. This is agenda item #4.

Mr Martinbianco asked how much of the County presence that we have here in Burton was taken into account when talking about the availability of park services and how do other communities that have parks funded by the county factor into our needs that the new plan brought forth?

Ms. Easterwood stated DNR requires us to do a park inventory where we identified all parks in the city and surrounding areas. This is a tool used by the commission to assess what recreation facilities are available to the community and what areas are lacking.

Mr. Martinbianco stated he is more concerned about the metrics involved regarding how many people went to For-Mar as opposed to Kelly Lake or other parks we provide.

Ms. Easterwood said we don't analyze the activity at the County Parks. They are just identified in the plan as a resource for recreation. The commission uses that information only to assess where recreational needs are met or not met.

Mr. Martinbianco asked if we take into account the aging community needs?

Ms. Easterwood stated demographics does come into play with these plans but a large part of it is based on community input. The age demographic is included in this plan.

Mr. Heffner congratulated the Parks and Recreation Commission on a job well done and thanked them for their hard work on this plan.

ATTACHMENTS:

- P&R resolution (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Danny Wells



PAULA K. ZELENKO
Mayor

City of Burton

4303 SOUTH CENTER ROAD • BURTON, MI 48519

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

J.4.a

RESOLUTION 2018-10 PR

CITY OF BURTON REVISED 2019 FIVE YEAR PARKS AND RECREATION PLAN

RESOLUTION OF RECOMMENDATION TO BURTON CITY COUNCIL

WHEREAS, the City of Burton Parks and Recreation Commission has undertaken a Five Year Parks and Recreation Plan which describes the physical features, existing recreation facilities and the desired actions to be taken to improve and maintain recreation facilities during the period between 2019 and the period to be covered by the Five Year Plan.

WHEREAS, a public comment session was held August 8, 2018 at City Hall to provide an opportunity for citizens to express opinions, ask questions, and discuss all aspects of the Recreation Plan, and

WHEREAS, the City of Burton Parks and Recreation Commission has developed the plan for the benefit of the entire community and to adopt the plan as a document to assist in meeting the recreation needs of the community, and

NOW, THEREFORE BE IT RESOLVED THAT the City of Burton Parks & Recreation Commission hereby recommends that the Burton City Council adopt the City of Burton revised 2019 Five Year Parks and Recreation Plan as a guideline for improving recreation for the residents of the City of Burton.

CERTIFICATION

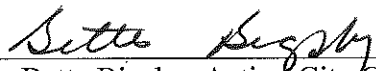
I, Bette Bigsby, Acting City Clerk of Burton, do certify that the above Resolution was duly adopted in conformance with Act 267 Public Acts of Michigan, 1976, at a regular meeting of the Burton Parks & Recreation Commission held at Burton City Hall, December 12, 2018 by the following vote:

Ayes: Craig, Bauldry, Fallis, Scharrer, Dunsmore, and Wilson.

Nays: None.

Absent: Conley and Talbot

Dated: January 4, 2019


Bette Bigsby, Acting City Clerk

Equal Opportunity Employer
Michigan Municipal League Member





ADOPTED

AGENDA ITEM (ID # 4197)

DOC ID: 4197

Approve and authorize the Council appointment of Don Jones, Burton, MI 48509 as an alternate to City of Burton Zoning Board of Appeals, term serving February 2019 through October 2022.

COMMENTS - Current Meeting:

Mrs. Conley stated Don Jones is in the audience tonight. I don't see the other candidates. This proves he wants the job.

Mr. Haskins has a concern, without stating a name, that one of the candidates may not be a Burton Resident.

Council took a brief recess to check on the residency status of the candidate.

Mrs. Bigsby stated the candidate is registered to vote in the City of Burton.

Mr. Heffner asked the City Attorney to share information regarding serving on two boards within the city at the same time.

Attorney Doyle stated there is no inherent conflict in serving on the the city's DDA Board and the ZBA.

ATTACHMENTS:

- Don Jones (PDF)
- Joseph Richvalsky (PDF)
- Mary Kay LaDuke (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Danny Wells

Candidate Zoning Alternate
*Bj***Paula K. Zelenko**

From: Don Jones <gdjonesjr@sbcglobal.net>
Sent: Wednesday, January 09, 2019 1:15 PM
To: Paula K. Zelenko
Subject: ZBA Alternate candidate

Mayor Zelenko,

I'm contacting you in regards to the ZBA Alternate Member position that I see posted on the City of Burton website.

I am a resident of Burton. My wife and I have been in our home on Brookwood more than 30 years and we're graduates of Bentley High school.

I've worked in the building trades as an electrician at General Motors for 35 years. My education follows along the same lines:

Associates Degree - Electronics Tech.
Bachelors Degree - Industrial Management
Graduate Studies - MBA

Although I have never served in local government, my social activities typically have structured leadership and I have participated on committees, ect. in that regard. I understand the need for structure and consistency.

I would be more than happy to answer questions from anyone involved in this process. I can always be reached on my cell (810)397-9795

Don Jones
6057 Brookwood Dr.

Attachment: Don Jones (4197 : Zoning Board Alternate)

Office
(810) 743-0600
Fax
(810) 743-0654

Richvalsky & Sons Realty Co.

Brokers and Appraisers
G-4387 South Saginaw Street
Burton, MI 48529

"Irish Joe" Richvalsky (1907-1993)
Joseph S. Richvalsky, Broker
State Certified Appraiser

Not
With Seal

J.5.b

January 9, 2019

Mayor Paula Zelenko
Burton City Hall
4303 S. Center Rd.
Burton, MI 48519

Candidate
Zoning Alternate
JR

Dear Mayor Zelenko;

Please be informed that I would greatly appreciate the opportunity to serve on the Burton Zoning Board of Appeals as I understand that presently, there is a vacancy on that board. My involvement in the city, all of my life, as a resident and business person behooves me to act. At your recommendation, please, and with council approval; I would be proud to serve.

Respectfully,

Joseph S. Richvalsky
Joseph S. Richvalsky

Attachment: Joseph Richvalsky (4197 : Zoning Board Alternate)

11/21/18

To Whom it may concern,

I would like to enter my name
for consideration for the open
alternate position on the zoning
board of appeals.

Sincerely,

Mary Kay LaDuke

810-564-5473

3333 Creekside Blvd

Burton MI 48519

NOV 21 2018
11:48 AM
BURTON MI 48519



ADOPTED

AGENDA ITEM (ID # 4174)

DOC ID: 4174

Approve and authorize the sale of Vacant Lot – Bergin Ave., Parcel No. 59-32-501-157, to give first and final approval for the sale of this improved parcel to Michael Spencer, 4069 Barnes Ave., Burton, MI 48529 for the sum of \$50 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Spencer PA - Bergin (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Danny Wells

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 Michael Spencer, a single man, of 4069 Barnes, Burton, Michigan 48519, as Purchaser(s), agree to purchase, the following described real property located in the City of Burton, Genesee County, Michigan being legally described as:

Legal Description(s) LOT 268 BENDLECREST

More commonly known as: Vacant Lot – Bergin Ave.

Permanent Parcel #: 59-32-501-157

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

1. **PURCHASE PRICE:**

The Purchase Price for the above described property shall be \$50.00 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 Covenant Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Covenant 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 has obtained title to the above described property through a Circuit Court Quiet Title Action. 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.
- c. Seller will convey its interest in the property, which it has obtained by a Genesee County Circuit Court Judgment Quieting Title to Purchaser by Covenant Deed.

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.
- c. In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Genesee County Circuit Court Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:

SELLER:
THE CITY OF BURTON

BRENDA S. MOULTON

BY: PAULA ZELENKO, MAYOR

DATE

BY: BETTE BIGSBY, ACTING CLERK

DATE

PURCHASER:

Michael W. Spencer

*Michael Spencer

1-10-19

DATE

Attachment: Spencer PA - Bergin (4174 : Sale of City-Owned Properties)



ADOPTED

AGENDA ITEM (ID # 4175)

DOC ID: 4175

Approve and authorize the sale of Vacant Lot – Springfield, Parcel No. 59-15-552-103, to give first and final approval for the sale of this improved parcel to Charles Rogers, 4200 Springfield, Burton, MI 48509 for the sum of \$1500 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Rogers PA - Springfield (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Danny Wells

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 Charles Rogers ~~husband and wife/a single married~~ man/woman, of 4200 Springfield, Burton, Michigan 48509, as Purchaser(s), agree to purchase, the following described real property located in the City of Burton, Genesee County, Michigan being legally described as:

Legal Description(s) Lot 108 Suburban Homesites
 More commonly known as: Vacant Lot - Springfield
 Permanent Parcel #: 59-15-552-103

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

1. **PURCHASE PRICE:**

The Purchase Price for the above described property shall be \$ 1,500.00 payable in cash or certified funds at closing.

2. **DEPOSIT:**

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

3. **CLOSING:**

- a. Purchaser acknowledges 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 Covenant Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Covenant 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 has obtained title to the above described property through a Circuit Court Quiet Title Action. 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.
- c. Seller will convey its interest in the property, which it has obtained by a Genesee County Circuit Court Judgment Quieting Title to Purchaser by Covenant Deed.

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.
- c. In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Genesee County Circuit Court Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:

SELLER:
THE CITY OF BURTON

BRENDA S. MOULTON

BY: PAULA ZELENKO, MAYOR

DATE

BY: BETTE BIGSBY, ACTING CLERK

DATE

PURCHASER:

 _____
*Print Name: Charles Rogers

1-3-18
DATE

Address: _____

Phone: _____

* Print Name:

DATE

Attachment: Rogers PA - Springfield (4175 : Sale of City-Owned Properties)



ADOPTED

AGENDA ITEM (ID # 4176)

DOC ID: 4176

Approve and authorize the sale of Vacant Lot – Lapeer Rd., Parcel No. 59-14-501-001, to give first and final approval for the sale of this improved parcel to Rebecca Cousineau, 4111 Meadow Lane, Mt. Morris, MI 48458 for the sum of \$500 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Cousineau PA - Lapeer Rd. (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Danny Wells

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 Rebecca Cousineau, ~~husband and wife/a single married~~ ~~man~~/woman, of 4111 Meadow Lane, Mt. Morris, Michigan 48458 as Purchaser(s), agree to purchase, the following described real property located in the City of Burton, Genesee County, Michigan being legally described as:

Legal Description(s) Lot 1 Pinecrest Subdivision FR 5900262002

More commonly known as: Vacant lot - Lapeer Rd.

Permanent Parcel #: 59-14-501-001

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

1. **PURCHASE PRICE:**

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

2. **DEPOSIT:**

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

3. **CLOSING:**

- a. Purchaser acknowledges 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 Covenant Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Covenant 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 has obtained title to the above described property through a Circuit Court Quiet Title Action. 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.
- c. Seller will convey its interest in the property, which it has obtained by a Genesee County Circuit Court Judgment Quieting Title to Purchaser by Covenant Deed.

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.
- c. In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Genesee County Circuit Court Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:

SELLER:
THE CITY OF BURTON

BRENDA S. MOULTONBY: PAULA ZELENKO, MAYORDATEBY: BETTE BIGSBY, ACTING CLERKDATE**PURCHASER:**

Rebecca Cousineau
*Print Name: Rebecca Cousineau

1-4-2019
DATE

Address: 4111 Meadow Lane
418456 MT. MORRIS, MI

Phone: (810) 280-2115

Rebecca Cousineau
* Print Name:

1-4-2019
DATE

Attachment: Cousineau PA - Lapeer Rd. (4176 : Sale of City-Owned Properties)



ADOPTED

AGENDA ITEM (ID # 4177)

DOC ID: 4177

Approve and authorize the sale of Vacant Lot – Judd Rd., Parcel No. 59-31-576-003, to give first and final approval for the sale of this improved parcel to Renee Cassidy, 1419 E. Judd Rd., Burton, MI 48529 for the sum of \$5 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Cassidy PA - Judd Rd. (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Danny Wells

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 Renee Cassidy, a single woman, of 1419 E. Judd Rd., Burton, Michigan 48529, as Purchaser(s), agree to purchase, the following described real property located in the City of Burton, Genesee County, Michigan being legally described as:

Legal Description(s) LOT 3 & ALL THAT PART OF N 1/2 OF VACATED ALLEY ADJOINING LOT 3 ON THE SOUTH GREATER FLINT SUB (80)

More commonly known as: Vacant Lot – Judd Rd.

Permanent Parcel #: 59-31-576-003

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

1. **PURCHASE PRICE:**

The Purchase Price for the above described property shall be \$5.00 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 Covenant Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Covenant 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 has obtained title to the above described property through a Circuit Court Quiet Title Action. 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.
- c. Seller will convey its interest in the property, which it has obtained by a Genesee County Circuit Court Judgment Quieting Title to Purchaser by Covenant Deed.

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.
- c. In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Genesee County Circuit Court Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:

SELLER:
THE CITY OF BURTON

BRENDA S. MOULTON

BY: PAULA ZELENKO, MAYOR

DATE

BY: BETTE BIGSBY, ACTING CLERK

DATE

PURCHASER:



*Print Name: Renee Cassidy

1-7-2019
DATE

Phone: (810) 869-7309

Attachment: Cassidy PA - Judd Rd. (4177 : Sale of City-Owned Properties)



ADOPTED

AGENDA ITEM (ID # 4178)

DOC ID: 4178

Approve and authorize the sale of Vacant Lot – Leta St., Parcel No. 59-28-528-069, to give first and final approval for the sale of this improved parcel to Laverne Kingsbury, 3336 Leta St., Burton, MI 48529 for the sum of \$50 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Kingsbury PA - Leta St. (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Danny Wells

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 LaVerne Kingsbury, husband and wife/a single man/woman, of 3336 Leta St, Burton, Michigan 48529 as Purchaser(s), agree to purchase, the following described real property located in the City of Burton, Genesee County, Michigan being legally described as:

Legal Description(s) Lot 8 BLK H South Gate

More commonly known as: Vacant Lot - Leta St.

Permanent Parcel #: 59-28-528-069

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

1. PURCHASE PRICE:

The Purchase Price for the above described property shall be \$ 50.00 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 Covenant Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Covenant 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 has obtained title to the above described property through a Circuit Court Quiet Title Action. 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.
- c. Seller will convey its interest in the property, which it has obtained by a Genesee County Circuit Court Judgment Quieting Title to Purchaser by Covenant Deed.

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.
- c. In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Genesee County Circuit Court Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:

SELLER:
THE CITY OF BURTON

BRENDA S. MOULTON

BY: PAULA ZELENKO, MAYOR

DATE

BY: BETTE BIGSBY, ACTING CLERK

DATE

PURCHASER:

Laverne Kingsbury III
***Print Name:** Laverne KINGSBURY

1/4/2019
DATE

Address: _____

Phone: _____

*** Print Name:**

DATE

Attachment: Kingsbury PA - Leta St. (4178 : Sale of City-Owned Properties)



ADOPTED

AGENDA ITEM (ID # 4179)

DOC ID: 4179

Approve and authorize the sale of Vacant Lots – E. Bristol Rd., Parcel No. 59-26-300-020 and S. Genesee Rd., Parcel No. 59-26-300-031, to give first and final approval for the sale of this improved parcel to Thomas M. McHale Trust, 4124 S. Belsay Rd., Burton, MI 48519 for the sum of \$5000 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- McHale PA - Bristol - Genesee (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Danny Wells

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 Thomas M. McHale Trust, a single man, of 4124 S. Belsay Rd., Burton, Michigan 48519, 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) W 99 FT OF E 891 FT OF S 440 FT OF W 1/2 OF SW 1/4 SEC 26 T7N R7E 1 A

A PARCEL OF LAND BEG N 440 FT & S 89 DEG 50 MIN E 440 FT FROM SW COR OF SEC TH N 495 FT TH S 89 DEG 50 MIN E 885.1 FT TH S 0 DEG 10 MIN W 495 FT TH N 89 DEG 50 MIN W 885.1 FT TO PL OF BEG SEC 26 T7N R7E 10.06 A (80)

More commonly known as: Vacant Lots – E. Bristol Rd. & S. Genesee Rd.

Permanent Parcel #: 59-26-300-020 & 59-26-300-031

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

1. PURCHASE PRICE:

The Purchase Price for the above described property shall be \$5,000.00 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 Covenant Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Covenant 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 has obtained title to the above described property through a Circuit Court Quiet Title Action. 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.
- c. Seller will convey its interest in the property, which it has obtained by a Genesee County Circuit Court Judgment Quieting Title to Purchaser by Covenant Deed.

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.
- c. In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Genesee County Circuit Court Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:

**SELLER:
THE CITY OF BURTON**

BRENDA S. MOULTON

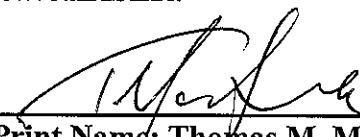
BY: PAULA ZELENKO, MAYOR

DATE

BY: BETTE BIGSBY, ACTING CLERK

DATE

PURCHASER:


*Print Name: Thomas M. McHale Trust

1-4-19
DATE

Address: 4124 S. Belsay Rd.

Burton, MI 48519

Phone: (810) 577-8794

Attachment: McHale PA - Bristol - Genesee (4179 : Sale of City-Owned Properties)



ADOPTED

AGENDA ITEM (ID # 4180)

DOC ID: 4180

Approve and authorize the sale of Vacant Lot – Cutler Ave., Parcel No. 59-14-576-139, to give first and final approval for the sale of this improved parcel to Charles Rogers, 4200 Springfield, Burton, MI 48509 and Thomas M. McHale, 4124 S. Belsay Rd., Burton, MI 48519 for the sum of \$300 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Rogers McHale PA - Cutler (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Danny Wells

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 Charles Rogers, a married man, of 4200 Springfield, Burton, Michigan and Thomas M. McHale, a single man, of 4124 S. Belsay Rd., Burton, Michigan 48519, as Purchaser(s), agree to purchase, the following described real property located in the City of Burton, Genesee County, Michigan being legally described as:

Legal Description(s) LOT 331 LAPEER HEIGHTS

More commonly known as: Vacant Lot – Cutler Ave.

Permanent Parcel #: 59-14-576-139

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

1. PURCHASE PRICE:

The Purchase Price for the above described property shall be \$300.00 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 Covenant Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Covenant 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 has obtained title to the above described property through a Circuit Court Quiet Title Action. 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.
- c. Seller will convey its interest in the property, which it has obtained by a Genesee County Circuit Court Judgment Quieting Title to Purchaser by Covenant Deed.

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.
- c. In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Genesee County Circuit Court Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:

SELLER:
THE CITY OF BURTON

BRENDA S. MOULTON

BY: PAULA ZELENKO, MAYOR

DATE

BY: BETTE BIGSBY, ACTING CLERK

DATE

PURCHASER:

Charles Rogers
*Print Name: Charles Rogers

1-4-19
DATE

Thomas M. McHale
* Print Name: Thomas M. McHale

1-4-19
DATE

Attachment: Rogers McHale PA - Cutler (4180 : Sale of City-Owned Properties)



ADOPTED

AGENDA ITEM (ID # 4181)

DOC ID: 4181

Approve and authorize the sale of Vacant Lot – Connell St., Parcel No. 59-30-578-245, to give first and final approval for the sale of this improved parcel to Charles Rogers, 4200 Springfield, Burton, MI 48509 and Thomas M. McHale, 4124 S. Belsay Rd., Burton, MI 48519 for the sum of \$25 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Rogers McHale PA - Connell St.(PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Danny Wells

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 Charles Rogers, a married man, of 4200 Springfield, Burton, Michigan and Thomas M. McHale, a single man, of 4124 S. Belsay Rd., Burton, Michigan 48519, as Purchaser(s), agree to purchase, the following described real property located in the City of Burton, Genesee County, Michigan being legally described as:

Legal Description(s) LOT 1231 AND W 22 FT OF LOT 1232 BAKER PARK NO 1

More commonly known as: Vacant Lot – Connell St.

Permanent Parcel #: 59-30-578-245

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

1. **PURCHASE PRICE:**

The Purchase Price for the above described property shall be \$25.00 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 Covenant Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Covenant 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 has obtained title to the above described property through a Circuit Court Quiet Title Action. 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.
- c. Seller will convey its interest in the property, which it has obtained by a Genesee County Circuit Court Judgment Quieting Title to Purchaser by Covenant Deed.

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.
- c. In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Genesee County Circuit Court Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:

SELLER:
THE CITY OF BURTON

BRENDA S. MOULTON

BY: PAULA ZELENKO, MAYOR

DATE

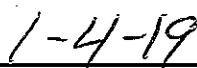
BY: BETTE BIGSBY, ACTING CLERK

DATE

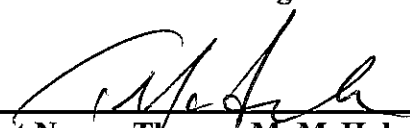
PURCHASER:



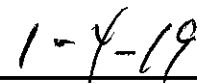
*Print Name: Charles Rogers



DATE



* Print Name: Thomas M. McHale



DATE

Attachment: Rogers McHale PA - Connell St. (4181 : Sale of City-Owned Properties)



ADOPTED

AGENDA ITEM (ID # 4182)

DOC ID: 4182

Approve and authorize the sale of Vacant Lot – Allen St., Parcel No. 59-30-577-236, to give first and final approval for the sale of this improved parcel to Charles Rogers, 4200 Springfield, Burton, MI 48509 and Thomas M. McHale, 4124 S. Belsay Rd., Burton, MI 48519 for the sum of \$300 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Rogers McHale PA - Allen St. (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Danny Wells

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 Charles Rogers, a married man, of 4200 Springfield, Burton, Michigan and Thomas M. McHale, a single man, of 4124 S. Belsay Rd., Burton, Michigan 48519, as Purchaser(s), agree to purchase, the following described real property located in the City of Burton, Genesee County, Michigan being legally described as:

Legal Description(s) LOT 626 AND 627 BAKER PARK (06) FR 5930577073 AND 5903577074 1-2-2006

More commonly known as: Vacant Lot – Allen St.

Permanent Parcel #: 59-30-577-236

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

1. PURCHASE PRICE:

The Purchase Price for the above described property shall be \$300.00 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 Covenant Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Covenant 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 has obtained title to the above described property through a Circuit Court Quiet Title Action. 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.
- c. Seller will convey its interest in the property, which it has obtained by a Genesee County Circuit Court Judgment Quieting Title to Purchaser by Covenant Deed.

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.
- c. In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Genesee County Circuit Court Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:

SELLER:
THE CITY OF BURTON

BRENDA S. MOULTON

BY: PAULA ZELENKO, MAYOR

DATE

BY: BETTE BIGSBY, ACTING CLERK

DATE

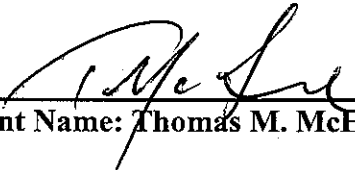
PURCHASER:



*Print Name: Charles Rogers

1-4-19

DATE



* Print Name: Thomas M. McHale

1-4-19

DATE



ADOPTED

AGENDA ITEM (ID # 4183)

DOC ID: 4183

Approve and authorize the sale of Vacant Lot – Morrison Ave., Parcel No. 59-31-527-226, to give first and final approval for the sale of this improved parcel to Charles Rogers, 4200 Springfield, Burton, MI 48509 and Thomas M. McHale, 4124 S. Belsay Rd., Burton, MI 48519 for the sum of \$25 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Rogers McHale PA - Morrison Ave. (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Danny Wells

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 Charles Rogers, a married man, of 4200 Springfield, Burton, Michigan and Thomas M. McHale, a single man, of 4124 S. Belsay Rd., Burton, Michigan 48519, 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) W 99.44 FT OF LOT 364 WEBBER PLACE

More commonly known as: Vacant Lot – Morrison Ave.

Permanent Parcel #: 59-31-527-226

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

1. PURCHASE PRICE:

The Purchase Price for the above described property shall be \$25.00 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 Covenant Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Covenant 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 has obtained title to the above described property through a Circuit Court Quiet Title Action. 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.
- c. Seller will convey its interest in the property, which it has obtained by a Genesee County Circuit Court Judgment Quieting Title to Purchaser by Covenant Deed.

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.
- c. In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Genesee County Circuit Court Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:

SELLER:
THE CITY OF BURTON

BRENDA S. MOULTON

BY: PAULA ZELENKO, MAYOR

DATE

BY: BETTE BIGSBY, ACTING CLERK

DATE

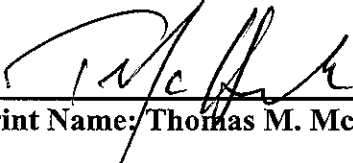
PURCHASER:



*Print Name: Charles Rogers



DATE



* Print Name: Thomas M. McHale



DATE

Attachment: Rogers McHale PA - Morrison Ave. (4183 : Sale of City-Owned Properties)



ADOPTED

AGENDA ITEM (ID # 4184)

DOC ID: 4184

Approve and authorize the sale of Vacant Lot – Brady Ave., Parcel No. 59-32-551-056, to give first and final approval for the sale of this improved parcel to Charles Rogers, 4200 Springfield, Burton, MI 48509 and Thomas M. McHale, 4124 S. Belsay Rd., Burton, MI 48519 for the sum of \$100 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Rogers McHale PA - Brady Ave.(PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Danny Wells

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 Charles Rogers, a married man, of 4200 Springfield, Burton, Michigan and Thomas M. McHale, a single man, of 4124 S. Belsay Rd., Burton, Michigan 48519, as Purchaser(s), agree to purchase, the following described real property located in the City of Burton, Genesee County, Michigan being legally described as:

Legal Description(s) LOT 10 BLK F SOUTHMERE

More commonly known as: Vacant Lot – Brady Ave.

Permanent Parcel #: 59-32-551-056

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

1. **PURCHASE PRICE:**

The Purchase Price for the above described property shall be \$100.00 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 Covenant Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Covenant 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 has obtained title to the above described property through a Circuit Court Quiet Title Action. 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.
- c. Seller will convey its interest in the property, which it has obtained by a Genesee County Circuit Court Judgment Quieting Title to Purchaser by Covenant Deed.

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.
- c. In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Genesee County Circuit Court Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:

SELLER:
THE CITY OF BURTON

BRENDA S. MOULTON

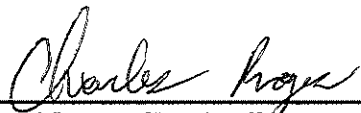
BY: PAULA ZELENKO, MAYOR

DATE

BY: BETTE BIGSBY, ACTING CLERK

DATE

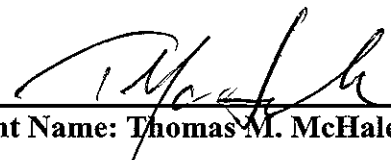
PURCHASER:



*Print Name: Charles Rogers

1-4-19

DATE



* Print Name: Thomas M. McHale

1-4-19

DATE

Attachment: Rogers McHale PA - Brady Ave. (4184 : Sale of City-Owned Properties)



ADOPTED

AGENDA ITEM (ID # 4185)

DOC ID: 4185

Approve and authorize the sale of Vacant Lot – Schumacher Ave., Parcel No. 59-32-504-094, to give first and final approval for the sale of this improved parcel to Charles Rogers, 4200 Springfield, Burton, MI 48509 and Thomas M. McHale, 4124 S. Belsay Rd., Burton, MI 48519 for the sum of \$50 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Rogers McHale PA - Schumacher Ave. (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Danny Wells

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 Charles Rogers, a married man, of 4200 Springfield, Burton, Michigan and Thomas M. McHale, a single man, of 4124 S. Belsay Rd., Burton, Michigan 48519, as Purchaser(s), agree to purchase, the following described real property located in the City of Burton, Genesee County, Michigan being legally described as:

Legal Description(s) LOT 576 DURANT HEIGHTS

More commonly known as: Vacant Lot – Schumacher Ave.

Permanent Parcel #: 59-32-504-094

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

1. **PURCHASE PRICE:**

The Purchase Price for the above described property shall be \$50.00 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 Covenant Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Covenant 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 has obtained title to the above described property through a Circuit Court Quiet Title Action. 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.
- c. Seller will convey its interest in the property, which it has obtained by a Genesee County Circuit Court Judgment Quieting Title to Purchaser by Covenant Deed.

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.
- c. In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Genesee County Circuit Court Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:

SELLER:
THE CITY OF BURTON

BRENDA S. MOULTON

BY: PAULA ZELENKO, MAYOR

DATE

BY: BETTE BIGSBY, ACTING CLERK

DATE

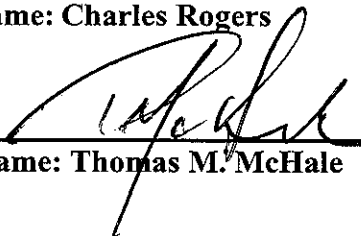
PURCHASER:



*Print Name: Charles Rogers

1-4-19

DATE



* Print Name: Thomas M. McHale

1-4-19

DATE

Attachment: Rogers McHale PA - Schumacher Ave. (4185 : Sale of City-Owned Properties)



ADOPTED

AGENDA ITEM (ID # 4186)

DOC ID: 4186

Approve and authorize the sale of Vacant Lot – Scottwood Ave., Parcel No. 59-32-501-034, to give first and final approval for the sale of this improved parcel to Charles Rogers, 4200 Springfield, Burton, MI 48509 and Thomas M. McHale, 4124 S. Belsay Rd., Burton, MI 48519 for the sum of \$25 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Rogers McHale PA - Scottwood Ave. (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Danny Wells

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 Charles Rogers, a married man, of 4200 Springfield, Burton, Michigan and Thomas M. McHale, a single man, of 4124 S. Belsay Rd., Burton, Michigan 48519, as Purchaser(s), agree to purchase, the following described real property located in the City of Burton, Genesee County, Michigan being legally described as:

Legal Description(s) LOT 59 BENDLECREST

More commonly known as: Vacant Lot – Scottwood Ave.

Permanent Parcel #: 59-32-501-034

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

1. PURCHASE PRICE:

The Purchase Price for the above described property shall be \$25.00 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 Covenant Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Covenant 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 has obtained title to the above described property through a Circuit Court Quiet Title Action. 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.
- c. Seller will convey its interest in the property, which it has obtained by a Genesee County Circuit Court Judgment Quieting Title to Purchaser by Covenant Deed.

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.
- c. In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Genesee County Circuit Court Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:

SELLER:
THE CITY OF BURTON

BRENDA S. MOULTON

BY: PAULA ZELENKO, MAYOR

DATE

BY: BETTE BIGSBY, ACTING CLERK

DATE

PURCHASER:

Charles Rogers
*Print Name: Charles Rogers

1-4-19
DATE

Thomas M. McHale
* Print Name: Thomas M. McHale

1-4-19
DATE

Attachment: Rogers McHale PA - Scottwood Ave. (4186 : Sale of City-Owned Properties)



ADOPTED

AGENDA ITEM (ID # 4187)

DOC ID: 4187

Approve and authorize the sale of Vacant Lot – Williamson Ave., Parcel No. 59-32-504-053, to give first and final approval for the sale of this improved parcel to Charles Rogers, 4200 Springfield, Burton, MI 48509 and Thomas M. McHale, 4124 S. Belsay Rd., Burton, MI 48519 for the sum of \$50 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Rogers McHale PA - Williamson Ave. 053 (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Danny Wells

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 Charles Rogers, a married man, of 4200 Springfield, Burton, Michigan and Thomas M. McHale, a single man, of 4124 S. Belsay Rd., Burton, Michigan 48519, as Purchaser(s), agree to purchase, the following described real property located in the City of Burton, Genesee County, Michigan being legally described as:

Legal Description(s) LOT 519 DURANT HEIGHTS

More commonly known as: Vacant Lot – Williamson Ave.

Permanent Parcel #: 59-32-504-053

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

1. PURCHASE PRICE:

The Purchase Price for the above described property shall be \$50.00 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 Covenant Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Covenant 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 has obtained title to the above described property through a Circuit Court Quiet Title Action. 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.
- c. Seller will convey its interest in the property, which it has obtained by a Genesee County Circuit Court Judgment Quieting Title to Purchaser by Covenant Deed.

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.
- c. In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Genesee County Circuit Court Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:

SELLER:
THE CITY OF BURTON

BRENDA S. MOULTON

BY: PAULA ZELENKO, MAYOR

DATE

BY: BETTE BIGSBY, ACTING CLERK

DATE

PURCHASER:

Charles Rogers
*Print Name: Charles Rogers

1-4-19
DATE

Thomas M. McHale
* Print Name: Thomas M. McHale

1-4-19
DATE

Attachment: Rogers McHale PA - Williamson Ave. 053 (4187 : Sale of City-Owned Properties)



ADOPTED

AGENDA ITEM (ID # 4188)

DOC ID: 4188

Approve and authorize the sale of Vacant Lot – Williamson Ave., Parcel No. 59-32-503-316, to give first and final approval for the sale of this improved parcel to Charles Rogers, 4200 Springfield, Burton, MI 48509 and Thomas M. McHale, 4124 S. Belsay Rd., Burton, MI 48519 for the sum of \$50 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Rogers McHale PA - Williamson Ave. 316 (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Danny Wells

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 Charles Rogers, a married man, of 4200 Springfield, Burton, Michigan and Thomas M. McHale, a single man, of 4124 S. Belsay Rd., Burton, Michigan 48519, 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) LOTS 182 DURANT HEIGHTS (06) SPLIT ON 12/26/2005 FROM 59-32-503-110, 59-32-503-111; SPLIT ON 01/16/2009 FROM 59-32-503-313

More commonly known as: Vacant Lot – Williamson Ave.

Permanent Parcel #: 59-32-503-316

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

1. **PURCHASE PRICE:**

The Purchase Price for the above described property shall be \$50.00 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 Covenant Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Covenant 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 has obtained title to the above described property through a Circuit Court Quiet Title Action. 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.
- c. Seller will convey its interest in the property, which it has obtained by a Genesee County Circuit Court Judgment Quieting Title to Purchaser by Covenant Deed.

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.
- c. In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Genesee County Circuit Court Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:

**SELLER:
THE CITY OF BURTON**

BRENDA S. MOULTON

BY: PAULA ZELENKO, MAYOR

DATE

BY: BETTE BIGSBY, ACTING CLERK

DATE

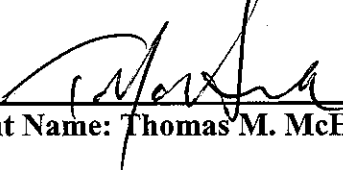
PURCHASER:



***Print Name: Charles Rogers**

1-4-19

DATE



*** Print Name: Thomas M. McHale**

1-4-19

DATE

Attachment: Rogers McHale PA - Williamson Ave. 316 (4188 : Sale of City-Owned Properties)



ADOPTED

AGENDA ITEM (ID # 4189)

DOC ID: 4189

Approve and authorize the sale of Vacant Lot – Williamson Ave., Parcel No. 59-32-503-151, to give first and final approval for the sale of this improved parcel to Charles Rogers, 4200 Springfield, Burton, MI 48509 and Thomas M. McHale, 4124 S. Belsay Rd., Burton, MI 48519 for the sum of \$50 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Rogers McHale PA - Williamson Ave. 151 (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Conley
EXCUSED:	Danny Wells

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 Charles Rogers, a married man, of 4200 Springfield, Burton, Michigan and Thomas M. McHale, a single man, of 4124 S. Belsay Rd., Burton, Michigan 48519, as Purchaser(s), agree to purchase, the following described real property located in the City of Burton, Genesee County, Michigan being legally described as:

Legal Description(s) LOT 235 DURANT HEIGHTS

More commonly known as: Vacant Lot – Williamson Ave.

Permanent Parcel #: 59-32-503-151

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

1. PURCHASE PRICE:

The Purchase Price for the above described property shall be \$50.00 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 Covenant Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Covenant 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 has obtained title to the above described property through a Circuit Court Quiet Title Action. 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.
- c. Seller will convey its interest in the property, which it has obtained by a Genesee County Circuit Court Judgment Quieting Title to Purchaser by Covenant Deed.

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.
- c. In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Genesee County Circuit Court Judgment Quietening Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:

SELLER:
THE CITY OF BURTON

BRENDA S. MOULTON

BY: PAULA ZELENKO, MAYOR

DATE

BY: BETTE BIGSBY, ACTING CLERK

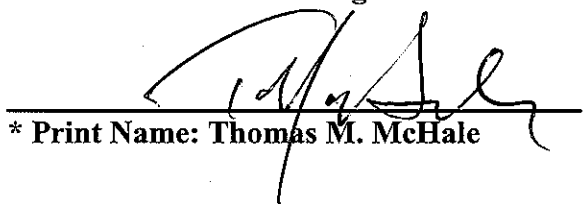
DATE

PURCHASER:



*Print Name: Charles Rogers

1-4-19
DATE



* Print Name: Thomas M. McHale

1-4-19
DATE



DEFEATED

AGENDA ITEM (ID # 4198)

DOC ID: 4198 A

Approve and authorize the first reading of amended Ordinance 30.03. An ordinance to amend Chapter 30.03 of the City of Burton Code of Ordinances by the increase in the salary of the Clerk of the City of Burton and to provide for the effective dates thereto.

COMMENTS - Current Meeting:

Mr. Smith asked for clarification from the City Attorney.

Attorney Doyle stated it is her understanding that because the ordinance states "salary upon appointment" this does not apply to and interim or acting Clerk.

ATTACHMENTS:

- Charter5A (DOCX)

RESULT:	FAILED [3 TO 3]
MOVER:	Duane Haskins, Vice President
SECONDER:	Vaughn Smith, Councilman
AYES:	Duane Haskins, Dennis O'Keefe, Vaughn Smith
NAYS:	Tom Martinbianco, Steven Heffner, Christina Conley
EXCUSED:	Danny Wells

CITY OF BURTON
GENESEE COUNTY, MICHIGAN

ORDINANCE NO. 2018- ____ -30.03

AN ORDINANCE TO AMEND CHAPTER 30.03 OF
THE CITY OF BURTON CODE OF ORDINANCES BY
THE INCREASE IN THE SALARIES OF CERTAIN
ADMINISTRATIVE OFFICERS OF THE CITY OF
BURTON AND TO PROVIDE FOR THE EFFECTIVE
DATES THERETO

THE CITY OF BURTON ORDAINS:

SECTION I

Chapter 30.003 of the Code of ordinances of the City of Burton shall be and is hereby amended as follows:

**§ 30.03 ADMINISTRATIVE OFFICERS; COMPENSATION AND BENEFITS
ADOPTED.**

(A) The annual salary of the Clerk of the City of Burton shall be an amount determined by the Mayor in accordance with the following and until modified by ordinance:

- (1) December 17, 2018 — \$60,571.08.
- (2) Effective January 1, 2019 the base salary upon appointment shall be \$65,000.00.
- (3) Effective December 31, 2019 and upon fulfillment of 12 months of continuous service as City Clerk, the salary shall not exceed \$68,000.00.
- (4) Effective December 31, 2020 and upon fulfillment of 24 months of continuous service as City Clerk, the salary shall not exceed \$70,000.00.

(B) – (F) ****UNCHANGED****

(G) (6) *Pension benefits.* All new administrators hired after July 1, 2006 shall be enrolled into a MERS Defined Contribution Plan with a 15% contribution from the city. Individuals who are appointed to administrator positions from existing employment with the city, and who were hired before July 2006 may, however, be permitted to participate in the retirement system in which they participated prior to promotion, on the same terms and conditions as may be set by the city from time to time.

SECTION II

If any section, sentence, clause, or phrase of the Ordinance is for any reason held to be invalid or unconstitutional by a decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION III

All other provisions of this Chapter shall be and are hereby ratified.

SECTION IV

The violation of the terms of this Ordinance shall be a municipal civil infraction.

SECTION V

This Ordinance, or a synopsis thereof, shall be published in a newspaper of general circulation within the City of Burton, Genesee County, Michigan, and shall become effective upon publication.

SECTION VI

A copy of this Ordinance may be inspected at the City Hall, 4303 S. Center Road, Burton, Michigan, during regular business hours.

CITY OF BURTON,

By: PAULA ZELENKO, MAYOR

By: BETTE BIGSBY, ACTING CLERK

Ordinance introduced on:
Second Reading:
Publication date:
Effective date:



ADOPTED

AGENDA ITEM (ID # 4199)

DOC ID: 4199 A

Approve and authorize the second reading of amended Ordinance 30.03. An ordinance to amend Chapter 30.03 of the City of Burton Code of Ordinances by the increase in the salary of the Treasurer of the City of Burton and to provide for the effective dates thereto.

COMMENTS - Current Meeting:

Mr. Martinbianco is taken back that these positions haven't been bifurcated when talking about the first reading. We didn't say we were going to divide them. In other words, item K is inclusive of 1, 2, 3 and 4 and it was never amended to act on just number 1, 2, 3 or 4. Should we have done this prior to taking the first vote? He would like the opinion of the City Attorney about the proper procedure for this.

Attorney Doyle stated these are all first readings of an ordinance.

Board discussion regarding the proper procedure.

Mayor Zelenko stated the terminology is the same on each one of these as they were given to me from the City Attorney after review from the council. So, the amounts are all the same. It was my understanding from the last meeting that council clearly wanted them broken out so it could be voted on individually.

Mr. Heffner stated he thought after the last meeting this was a done deal. He didn't know they were going to be brought back but he is ok with it.

ATTACHMENTS:

- Charter5B (DOCX)

RESULT:	CARRIED [4 TO 2]
MOVER:	Duane Haskins, Vice President
SECONDER:	Vaughn Smith, Councilman
AYES:	Tom Martinbianco, Duane Haskins, Dennis O'Keefe, Vaughn Smith
NAYS:	Steven Heffner, Christina Conley
EXCUSED:	Danny Wells

CITY OF BURTON
GENESEE COUNTY, MICHIGAN

ORDINANCE NO. 2018- ____ -30.03

AN ORDINANCE TO AMEND CHAPTER 30.03 OF
THE CITY OF BURTON CODE OF ORDINANCES BY
THE INCREASE IN THE SALARIES OF CERTAIN
ADMINISTRATIVE OFFICERS OF THE CITY OF
BURTON AND TO PROVIDE FOR THE EFFECTIVE
DATES THERETO

THE CITY OF BURTON ORDAINS:

SECTION I

Chapter 30.003 of the Code of ordinances of the City of Burton shall be and is hereby amended as follows:

**§ 30.03 ADMINISTRATIVE OFFICERS; COMPENSATION AND BENEFITS
ADOPTED.**

(A) ** UNCHANGED**

(B) The annual salary of the Treasurer of the City of Burton shall be an amount determined by the Mayor in accordance with the following:

- (1) December 17, 2018 — \$60,643.91.
- (2) Effective January 1, 2019 the base salary upon appointment shall be \$65,000.00.
- (3) Effective December 31, 2019 and upon fulfillment of 12 months of continuous service as Treasurer, the salary shall not exceed \$68,000.00.
- (4) Effective December 31, 2020 and upon fulfillment of 24 months of continuous Service as Treasurer, the salary shall not exceed \$70,000.00.

(C) - (F) **UNCHANGED**

(G) (6) *Pension benefits.* All new administrators hired after July 1, 2006 shall be enrolled into a MERS Defined Contribution Plan with a 15% contribution from the city. Individuals who are appointed to administrator positions from existing employment with the city, and who were hired before July 2006 may, however, be permitted to participate in the retirement system in which they participated prior to promotion, on the same terms and conditions as may be set by the city from time to time.

SECTION II

If any section, sentence, clause, or phrase of the Ordinance is for any reason held to be invalid or unconstitutional by a decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION III

All other provisions of this Chapter shall be and are hereby ratified.

SECTION IV

The violation of the terms of this Ordinance shall be a municipal civil infraction.

SECTION V

This Ordinance, or a synopsis thereof, shall be published in a newspaper of general circulation within the City of Burton, Genesee County, Michigan, and shall become effective upon publication.

SECTION VI

A copy of this Ordinance may be inspected at the City Hall, 4303 S. Center Road, Burton, Michigan, during regular business hours.

CITY OF BURTON,

By: PAULA ZELENKO, MAYOR

By: BETTE BIGSBY, ACTING CLERK

Ordinance introduced on:

Second Reading:

Publication date:

Effective date:



DEFEATED

AGENDA ITEM (ID # 4200)

DOC ID: 4200 A

Approve and authorize the first reading of amended Ordinance 30.03. An ordinance to amend Chapter 30.03 of the City of Burton Code of Ordinances by the increase in the salary of the Assessor of the City of Burton and to provide for the effective dates thereto.

COMMENTS - Current Meeting:

Mr. Smith asked to the City Attorney's interpretation of the hourly salary for the Assessor.

Attorney Doyle stated the Assessor is paid hourly and this is ok as long as the pay does not exceed the annual amount identified in the ordinance.

ATTACHMENTS:

- Charter5C (DOCX)

RESULT:	FAILED [3 TO 3]
MOVER:	Duane Haskins, Vice President
SECONDER:	Vaughn Smith, Councilman
AYES:	Duane Haskins, Dennis O'Keefe, Vaughn Smith
NAYS:	Tom Martinbianco, Steven Heffner, Christina Conley
EXCUSED:	Danny Wells

CITY OF BURTON
GENESEE COUNTY, MICHIGAN

ORDINANCE NO. 2018- ____ -30.03

AN ORDINANCE TO AMEND CHAPTER 30.03 OF
THE CITY OF BURTON CODE OF ORDINANCES BY
THE INCREASE IN THE SALARIES OF CERTAIN
ADMINISTRATIVE OFFICERS OF THE CITY OF
BURTON AND TO PROVIDE FOR THE EFFECTIVE
DATES THERETO

THE CITY OF BURTON ORDAINS:

SECTION I

Chapter 30.003 of the Code of ordinances of the City of Burton shall be and is hereby amended as follows:

**§ 30.03 ADMINISTRATIVE OFFICERS; COMPENSATION AND BENEFITS
ADOPTED.**

(A) – (B) ****UNCHANGED****

(C) The annual salary of the Assessor of the City of Burton shall be an amount determined by the Mayor in accordance with the following:

- (1) December 17, 2018 — \$75,612.44.
- (2) Effective January 1, 2019 the base salary upon appointment shall be \$83,000.00.
- (3) Effective December 31, 2019 and upon fulfillment of 12 months of continuous service as Assessor, the salary shall not exceed \$85,000.00.
- (4) Effective December 31, 2020 and upon fulfillment of 24 months of continuous service as Assessor, the salary shall not exceed \$87,000.00.

(D) – (F) ****UNCHANGED****

(G) (6) *Pension benefits.* All new administrators hired after July 1, 2006 shall be enrolled into a MERS Defined Contribution Plan with a 15% contribution from the city. Individuals who are appointed to administrator positions from existing employment with the city, and who were hired before July 2006 may, however, be permitted to participate in the retirement system in which they participated prior to promotion, on the same terms and conditions as may be set by the city from time to time.

SECTION II

If any section, sentence, clause, or phrase of the Ordinance is for any reason held to be invalid or unconstitutional by a decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION III

All other provisions of this Chapter shall be and are hereby ratified.

SECTION IV

The violation of the terms of this Ordinance shall be a municipal civil infraction.

SECTION V

This Ordinance, or a synopsis thereof, shall be published in a newspaper of general circulation within the City of Burton, Genesee County, Michigan, and shall become effective upon publication.

SECTION VI

A copy of this Ordinance may be inspected at the City Hall, 4303 S. Center Road, Burton, Michigan, during regular business hours.

CITY OF BURTON,

By: PAULA ZELENKO, MAYOR

By: BETTE BIGSBY, ACTING CLERK

Ordinance introduced on:

Second Reading:

Publication date:

Effective date:

Attachment: Charter5C (4200 : First reading of ordinance)



ADOPTED

AGENDA ITEM (ID # 4201)

DOC ID: 4201 A

Approve and authorize the first reading of amended Ordinance 30.03. An ordinance to amend Chapter 30.03 of the City of Burton Code of Ordinances by the increase in the salary of the Fire Chief of the City of Burton and to provide for the effective dates thereto.

ATTACHMENTS:

- Charter5E (DOCX)

RESULT:	CARRIED [4 TO 2]
MOVER:	Duane Haskins, Vice President
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Tom Martinbianco, Duane Haskins, Dennis O'Keefe, Vaughn Smith
NAYS:	Steven Heffner, Christina Conley
EXCUSED:	Danny Wells

CITY OF BURTON
GENESEE COUNTY, MICHIGAN

ORDINANCE NO. 2018- ____ -30.03

AN ORDINANCE TO AMEND CHAPTER 30.03 OF
THE CITY OF BURTON CODE OF ORDINANCES BY
THE INCREASE IN THE SALARIES OF CERTAIN
ADMINISTRATIVE OFFICERS OF THE CITY OF
BURTON AND TO PROVIDE FOR THE EFFECTIVE
DATES THERETO

THE CITY OF BURTON ORDAINS:

SECTION I

Chapter 30.003 of the Code of ordinances of the City of Burton shall be and is hereby amended as follows:

**§ 30.03 ADMINISTRATIVE OFFICERS; COMPENSATION AND BENEFITS
ADOPTED.**

(A) – (C) ****UNCHANGED****

(E) The annual salary of the Fire Chief of the City of Burton shall be an amount determined by the Mayor in accordance with the following:

- (1) December 17, 2018 — \$60,571.08.
- (2) Effective January 1, 2019 the base salary upon appointment shall be \$68,000.00.
- (3) Effective December 31, 2019 and upon fulfillment of 12 months of continuous service as Fire Chief, the salary shall not exceed \$70,000.00.
- (4) Effective December 31, 2020 and upon fulfillment of 24 months of continuous service as Fire Chief, the salary shall not exceed \$72,000.00.

(F) ****UNCHANGED****

(G) (6) *Pension benefits.* All new administrators hired after July 1, 2006 shall be enrolled into a MERS Defined Contribution Plan with a 15% contribution from the city. Individuals who are appointed to administrator positions from existing employment with the city, and who were hired before July 2006 may, however, be permitted to participate in the retirement system in which they participated prior to promotion, on the same terms and conditions as may be set by the city from time to time.

SECTION II

If any section, sentence, clause, or phrase of the Ordinance is for any reason held to be invalid or unconstitutional by a decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION III

All other provisions of this Chapter shall be and are hereby ratified.

SECTION IV

The violation of the terms of this Ordinance shall be a municipal civil infraction.

SECTION V

This Ordinance, or a synopsis thereof, shall be published in a newspaper of general circulation within the City of Burton, Genesee County, Michigan, and shall become effective upon publication.

SECTION VI

A copy of this Ordinance may be inspected at the City Hall, 4303 S. Center Road, Burton, Michigan, during regular business hours.

CITY OF BURTON,

By: PAULA ZELENKO, MAYOR

By: BETTE BIGSBY, ACTING CLERK

Ordinance introduced on:

Second Reading:

Publication date:

Effective date:



ADOPTED

AGENDA ITEM (ID # 4192)

DOC ID: 4192

Approve and authorize the second reading of amended Ordinance 30.03. An ordinance to amend Chapter 30.03 of the City of Burton Code of Ordinances by the increase in the salary of the Chief of Police of the City of Burton and to provide for the effective dates thereto.

HISTORY:

01/07/19 **City Council**

CARRIED TO SECOND READING

Mr. Smith stated he wanted to vote on the second reading after they voted on the first reading. Mr. Heffner stated the original second reading would be sent to Legislative Committee.

Mr. O'Keefe stated we are voting on only one person. Legislative committee is ridiculous. Let's put it to a vote.

ATTACHMENTS:

- amended 30.03 (PDF)

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

CITY OF BURTON
 GENESEE COUNTY, MICHIGAN
ORDINANCE NO. 2019-__ -30.03

AN ORDINANCE TO AMEND CHAPTER 30.03 OF
 THE CITY OF BURTON CODE OF ORDINANCES BY
 THE INCREASE IN THE SALARY OF THE CHIEF OF
 THE POLICE OF THE CITY OF BURTON AND TO
 PROVIDE FOR THE EFFECTIVE DATES THERETO

THE CITY OF BURTON ORDAINS:

SECTION I

Chapter 30.03 of the Code of ordinances of the City of Burton shall be and is hereby amended as follows:

**§ 30.03 ADMINISTRATIVE OFFICERS; COMPENSATION AND BENEFITS
 ADOPTED.**

(A) – (C) ****UNCHANGED****

(D) The annual salary of the Chief of Police of the City of Burton shall be an amount determined by the Mayor in accordance with the following:

- (1) December 17, 2018 — \$70,169.55.
- (2) Effective January 1, 2019 the base salary ~~upon appointment~~ shall be \$92,000.00.
- (3) Effective December 31, 2019 and upon fulfillment of 12 months of continuous service as Chief of Police, the salary shall not exceed \$93,500.00.
- (4) Effective December 31, 2020 and upon fulfillment of 24 months of continuous service as Chief of Police, the salary shall not exceed \$95,000.00.

(F) ****UNCHANGED****

(G) (6) *Pension benefits.* All new administrators hired after July 1, 2006 shall be enrolled into a MERS Defined Contribution Plan with a 15% contribution from the city. Individuals who are appointed to administrator positions from existing employment with the city, and who were hired before July 2006 may, however, be permitted to participate in the retirement system in which they participated prior to promotion, on the same terms and conditions as may be set by the city from time to time.

SECTION II

If any section, sentence, clause, or phrase of the Ordinance is for any reason held to be invalid or unconstitutional by a decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION III

All other provisions of this Chapter shall be and are hereby ratified.

SECTION IV

The violation of the terms of this Ordinance shall be a municipal civil infraction.

SECTION V

This Ordinance, or a synopsis thereof, shall be published in a newspaper of general circulation within the City of Burton, Genesee County, Michigan, and shall become effective upon publication.

SECTION VI

A copy of this Ordinance may be inspected at the City Hall, 4303 S. Center Road, Burton, Michigan, during regular business hours.

CITY OF BURTON,

By: PAULA ZELENKO, MAYOR

By: BETTE BIGSBY, INTERIM CLERK

Ordinance introduced on: January 7, 2019

Second Reading: January 21, 2019

Publication date:

Effective date: January 1, 2019