CITY OF BURTON

BURTON CITY COUNCIL MEETING

JUNE 21, 2021

AGENDA

Council Chambers	Regular Meeting	7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

A. INVOCATION LED BY: STEVE HEFFNER

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

C. ROLL CALL

D. STAFF PRESENT

E. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Jun 7, 2021 7:00 PM
2. Budget Meeting - Budget Workshop - Jun 10, 2021 6:00 PM

F. ADMINISTRATIVE REPORTS

G. COMMITTEE REPORTS

H. AUDIENCE PARTICIPATION

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

I. COUNCIL DISCUSSION

J. COUNCIL ACTION

1. Approve and authorize the payment of Attorney Billing (Doyle) 6/1/21 to 6/15/21 in the amount of $4,434.75.

2. Approve and authorize the payment of Attorney Billing (Masud) 5/3/2021 to 5/28/2021 in the amount of $2,660.00.

3. Approve and authorize the Mayor and City Clerk to execute a Contract with the Michigan Department of Transportation for performance of preliminary engineering activities for the roadway rehabilitation work along Belsay Road from Davison Road to Potter Road; and all together with necessary related work in the City of Burton, Genesee County (DPW project No. 20-012-P), MDOT Control Section STU 25000, Michigan Department of Transportation Contract 21-5114 for Job Number 207655PE at an estimated total cost of $37,500.00, of which the City of Burton's final cost will be approximately $8,025.00. and to authorize Amber Abbey, Street Administrator / Deputy DPW Director to digitally sign said contract on behalf of the City of Burton.

4. Approve and authorize the acceptance of the proposal in the amount of $14,110 and allow the Mayor and Clerk to enter into that contract, contingent upon the submittal and approval of the required bonds and insurance documents, on behalf of the City of Burton with Nelson Tank Engineering & Consulting, Inc. 16240 National Parkway, Lansing MI. 48906 for Water Tower Engineering Services for Painting Rehabilitation.

5. Approve and authorize acceptance of the Memorandum of Understanding Agreement between the City of Burton and the Police Officers Labor Council - Burton Patrol Officers wage reopener.

6. Approve and authorize the scheduling of a public hearing for a special City Council meeting of Monday, July 19, 2021 at 6:30 p.m. to discuss the vacating of the 40’ of unimproved Rose Ave R.O.W. adjacent to lot 17 County Gardens (along Connecticut St.). Should the council find this favorable or any other date and time Council prefers, allowing four weeks notice to property taxpayers and newspaper ads per Ordinance.

7. Approve and authorize the Burton City Council to set a Public Hearing on Monday, August 16th, 2021 for the following properties: 6076 Lapeer Rd. at 6:30 p.m.; 3401 S. Center Rd at 6:15 p.m.; 3413 S. Center Rd. at 6:00 p.m.; to consider any objections and/or favorable comments relative to the Investigation of Potential Nuisance or Hazardous Condition of Premises on the following properties located in the City of Burton: should the council find this favorable or any other date and time Council prefers, allowing 45 days to get title search done and notice to property taxpayers for the scheduled hearings.

8. Budget Amendment Approve and authorize the following 2020-2021 budget amendment: Increase 1001-2023-719.0000 Fringe Benefits by $5,000, decreasing the General Fund Balance.

9. Budget Amendment Approve and authorize the following 2020-2021 budget amendment: Increase 2026-0000-830.0000 Garbage Collection by $181,225, decreasing the Rubbish Fund Balance.

10. Budget Amendment Approve and authorize the following 2020-2021 budget amendment: Increase 2002-4074-706.0000 Salaries Permanent by $10,000 and Increase 2002-4074-943.0000 Equipment Rental by $5,000, decreasing the Local Streets Fund Balance.

11. Approve and authorize the proposed 2021-2022 fiscal year Downtown Development Authority Budget.

12. Adopt Resolution 2021-13 to Approve and authorize the following tax millages and fees to be levied for the 2021-2022 fiscal year: General Operating 4.0000 mills; Voted Police 0.9823, Voted Police 0.9947, Voted Police 6.4655 (8.4425 total); Voted Fire 0.9947, a Property Tax Administration Fee of 1% on all tax statements and additional 4% late penalty charge when delinquent.

13. Approve and authorize the City of Burton Budget Resolution for all General Appropriation Act Funds for the 2021-2022 fiscal year and that the City of Burton budget be adopted on a departmental basis.

K. FIRST READING OF ORDINANCE

1. Approve and authorize the first reading Ordinance 2021-6-72.01. An Ordinance amending the Burton City Code of Ordinances by the addition of chapter 72. A chapter to permit and regulate the use of golf carts within the city and to provide the penalty for the violation thereof.

L. SECOND READING OF ORDINANCE

1. Approve and authorize the second reading of amended Ordinance 30.03. An ordinance to amend Chapter 30.03 (F) of the City of Burton Code of Ordinances by the increase in the compensation of the Attorney of the City of Burton and to provide for the effective dates thereto.

   The compensation for the City Attorney of the City of Burton shall be an amount determined by the Council not in excess of the following amounts for the periods set forth: July 1, 2021 until modified by ordinance: $140 per hour.

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

CITY OF BURTON

BURTON CITY COUNCIL MEETING

JUNE 7, 2021

MINUTES

Council Chambers | **Regular Meeting** | **7:00 PM**

4303 S. CENTER ROAD
BURTON, MI 48519

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

A. INVOCATION LED BY: GREG FENNER

B. THE PLEDGE OF ALLEGIANCE IS LED BY: GREG FENNER

C. ROLL CALL

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

D. STAFF PRESENT

Duane Haskins, Mayor
Racheal Boggs, City Clerk
Amanda Doyle, City Attorney
Charles Abbey, DPW Director/HR
Brian Ross, Police Chief
Kirk Wilkinson, Fire Chief
Steve Phillips, IT Director

E. APPROVAL OF MINUTES

1. City Council - Regular Meeting - May 17, 2021 7:00 PM

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

2. Budget Meeting - Budget Workshop - May 18, 2021 6:00 PM

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

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

3. Budget Meeting - Budget Workshop - May 24, 2021 6:00 PM

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

4. Budget Meeting - Budget Workshop - Jun 1, 2021 6:00 PM

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

F. ADMINISTRATIVE REPORTS

Mayor Haskins stated Attorney Leadford is here tonight requesting a closed session under the Open Meetings Act section 8c for negotiation strategy. The City of Burton had a great 25th Memorial Day celebration. I can't say thank you enough to everyone involved especially the Parks & Recreation department, Amy Clous and Lyndsey Burrough. Everyone worked together to make it a success. Thank you to the volunteers, sponsors and all the donations. It was a great day.

1. Motion to go into closed session under the Open Meetings Act section 8c for negotiation strategy.

   Mr. Martibianco would like to go into closed session after public comment.

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

G. COMMITTEE REPORTS

Mr. Fenner stated prior to tonight's meeting, the Legislative Committee held a meeting regarding golf carts. We came up with a consensus to allow golf carts in the manner the state regulates them. Our City Attorney will draft the ordinance and send it to the City Clerk to be added to a future agenda for first reading.

Mr. Smith stated tomorrow night, the Planning Commission has a meeting and on the agenda will be the donation bins. The bins will have to be behind the business and there will be a permit process. The council will have to decide on what the fees are for the permit.

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This could have a positive impact on our community. I am asking you to review the ordinance because this may come to you at our next council meeting.

H. AUDIENCE PARTICIPATION

Martha Ford of Brookwood Drive in Burton spoke regarding Flat Rock Manor that is located at the end of her street. There is a lot of traffic and speeding down the road. There are police, ambulances and fire trucks there all the time. It is chaotic and unsafe. They are threatening neighbors. It is mainly the employees at the manor. Surrey Lane is also having a lot of trouble.

Jean Lewis of Brookwood Drive in Burton expressed concerns about the issues at Flat Rock Manor. How do they have a business in a residential home? There is an association that prevents it. They race up and down the road. They are threatening our neighbors. Our neighborhood used to be peaceful. This has changed the dynamic of our neighborhood. I have kept notes on all the activity. We are asking for your help. No parking signs or speed bumps may help.

Mayor Haskins stated we have been going through this for a long while. It did start on Surrey Lane and the Police Chief is aware. The problem is and what ties our hands is according to the new Michigan law, this is not a business, it is a home that is being rented to people with special needs. The law states they do not have to go to Planning or ZBA for any special use if they have under six people. We are trying to look at different things we can do. We have talked to the prosecutor about it. The city and Police Chief have made several calls to Flat Rock. The state legislature created this. The Police Chief and I visited Surrey Lane and we sat and watched it for awhile. The complaints are not about the residents but about the employees. We are not going to give up. We do not want our residents being terrorized. This is a big problem.

Mr. Heffner asked if we can put up no parking signs.

Discussion continued regarding Flat Rock Manor, parking issues and enforcement.

Mr. Abbey stated we will go out and look at it tomorrow. We can put no parking signs up.

City Council went into closed session at 7:28 PM.
City Council returned from closed session at 8:28 PM.

I. COUNCIL DISCUSSION

Mr. Smith thanked the administration and council for the Memorial Day race. People were ecstatic to go to a live race. We had 306 people sign up and they were really happy. This couldn't happen without the help of everyone involved.

Mrs. Conley asked if the fence at Fire Station #1 was going to be replaced in July. There was only one bid for the fence. We will be using the Parks & Recreation money from last years cancelled events and if we need more, we are going to use the general fund, correct? We also have to accept the bid.

Mayor Haskins stated that is the tentative schedule as long as the contractor can get all the supplies. Where the money comes from is council's decision but that is what I assume you are going to do. You will have to do a budget amendment if we need to use general fund money.

Discussion ensued regarding the funds for the replacement of the fence.

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Mr. Wells stated I have had a couple residents ask about the meeting tomorrow regarding a food truck. Does anyone know about this?

Mr. Smith stated there is a Planning Commission Meeting tomorrow at 5:00PM where we will be discussing an application from Stanley Wright to use a vacant lot that is zoned C-2 for a special use which will allow him to use a mobile food trailer longer than 10 consecutive days. He wants up to three years to use the food truck and then use the proceeds to build a building on the lot for his business. The issue I have is explaining this to the other restaurants who pay taxes on their buildings. I would love to hear your opinions and convey it back to the Planning Commission.

Mr. Heffner stated I don't have a problem with it. He is thinking outside the box.

Mr. Fenner stated I have seen this in another area but in that case, he was there for about three years and has never moved into the building.

Mr. Heffner stated as long as they are not disrupting the other businesses and keeping the property up, I don't see a problem with this.

Mrs. Conley stated if you do this for one person, you would have to do it for anyone else.

Mr. Martinbianco stated three years is a little excessive. I think we could do it for a year and see how it works out, giving them the opportunity to renew after the year if they so choose. What is the fee going to be?

Mr. Smith stated I am not sure. That will probably be brought up by Mrs. Abbey at the meeting tomorrow.

Mr. Wells stated it is a different world nowadays. I don't have a problem if he can hold the corner down and pay his taxes. Are there environmental issues? Where will he put the waste? Can people eat there on the property at tables or in their car?

Mrs. Walton stated I think there should be a contingency that the building must be done within three years. That is a long time. There are so many things that can come into play like Mr. Wells stated.

Mr. Heffner stated anyone who wants to build a successful food business will not have waste laying around or no one will go there.

Mr. Fenner stated I am assuming there would be appropriate dumpsters and parking. I would need to hear what the requirements of him will be before I can make a decision.

Mr. Smith stated I am asking the council to watch this meeting because eventually we will have to set the fees. You can get the agenda packet online.

Discussion ensued regarding the liquor licenses that were approved this year.

J. COUNCIL ACTION

1. Approve and authorize the payment of Attorney Billing (Doyle) 5/12/21 to 5/27/21 in the amount of $5,695.25.

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

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

K. FIRST READING OF ORDINANCE

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

   City Council voted to increase the City Attorney rate of pay to $140 per hour. Second reading for final approval to take place at the next regular meeting on June 21, 2021.

RESULT:	**CARRIED TO SECOND READING [UNANIMOUS]** **Next: 6/21/2021 7:00 PM**
MOVER:	Christina Conley, Councilwoman
SECONDER:	Deborah K Walton, Councilwoman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

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

Meeting was adjourned at 8:47 PM.

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CITY OF BURTON

BUDGET MEETING

JUNE 10, 2021

MINUTES

Council Chambers | **Budget Workshop** | **6:00 PM**

4303 S. CENTER ROAD
BURTON, MI 48519

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

A. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Councilman	Present	
Steven Heffner	Councilman	Present	
Danny Wells	Councilman	Late	6:20 PM
Vaughn Smith	Councilman	Present	
Gregory Fenner	Vice President	Excused	
Deborah K Walton	Councilwoman	Present	
Christina Conley	Councilwoman	Present	

B. STAFF PRESENT

Duane Haskins, Mayor
Racheal Boggs, City Clerk
Jodi Holbrook, Controller
Charles Abbey, DPW Director/HR
Amber Abbey, Deputy DPW Director
Dave Marshke, Water Superintendent

C. AUDIENCE PARTICIPATION

Tom Lilley of Sycamore in Burton discussed water and sewer fees. Does the council believe the budgeted amounts will be sufficient to cover the operating expenses?

Mr. Smith asked the administration to address Mr. Lilley.

Mr. Abbey stated this is a moving target. We think it is sufficient. We monitor it monthly. Water is always really close. We are tracking in the black currently.

Mr. Smith asked about the pass through from the county to the city.

Mr. Abbey stated this is an annual evaluation. They evaluate our high month consumption for the previous 12 months. This is how they set every municipality that buys water from the county. Last July was our high month and that changed our REU factor by 40. This is an automatic pass through based on our ordinance.

D. BUDGET DISCUSSION

DPW Funds

- Water

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Ms. Holbrook stated there is an expected increase of $10,000 this year for tap in fees. There is also an expected increase in usage fees of $200,000. Service charges, there in an expected increase of $15,000. Shut offs were decreased. During projections, we were not doing shut offs so we were seeing a decrease in those fees. Because of that, this is an estimate.

Mr. Heffner asked how much is owed to the city from residents unpaid water bills? How about sewer?

Mr. Abbey stated as of a week ago, I think we were at $45,000 that we have not been able to collect. For sewer, after 6 months, it rolls to their tax bill.

Mr. Heffner stated one of the things we can do with the COVID money we received is to give it to residents that have fallen on hard times due to the pandemic. It will help the residents and us.

Ms. Holbrook stated for investment gains and losses, there has not been anything budgeted prior because of the lack of cash in the water fund. We now have interest coming in and we added a small amount back into the budget. Overall, revenues increased from $6,894,300 to $7,072,800.

Mr. Martinbianco stated we need to talk about late charges for water and sewer. I recommend a resolution for a policy change to go from 10% interest rate to 5%. There are people suffering out there and we have to work on as lean a budget as we can.

Mr. Abbey stated I fully understand. You are trying to lessen the impact on people who are already behind. With the new REU rate from the county, we are covering our costs but we need to be careful. There may be a better way to relieve this.

Mr. Martinbianco stated the City of Flint is connected to the Genesee County water line. Could a rate increase from the county potentially be tied to that?

Mr. Abbey stated I don't think so. Supposedly, that is their secondary water source as mandated by EGLE.

Mr. Smith stated our interest rates on the older bonds for the 5-phase water project are slowly going down. Some are new. Have you looked at the impact on the water fund as we pay the bonds down?

Ms. Holbrook stated the payment stays the same. The interest decreases and the principal increases. The amount is the same. You will see the relief once it is paid off. Right now, you see it in depreciation expense instead of interest.

Mr. Wells asked, where is the $1.4 million? Is there a line item for the water line we ran on Menominee?

Ms. Holbrook said, no.

Mr. Abbey stated we have been told that we will qualify for some of that money back. It may be around the first of July that we can expect it.

Mr. Wells asked if we are still sending out notices for water shut off.

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Mr. Abbey stated yes, we do send shut off notices.

Ms. Holbrook stated under appropriations, we have salary increases for DPW. MERS and fringe increased. The IT allocation is not being reduced this year just like in the other funds. We are expecting a $400,000 increase from the county for charges this year.

Mr. Martinbianco asked if this amount is speculative. This is a big number.

Mr. Abbey stated we have new developments going and that is what drove our REU up. We do have an increase in usage. We are buying the commodity from them. The other thing is that over half of it is the REU change.

Mr. Wells asked if there is any evidence the new pipeline has saved us any money.

Mr. Abbey stated I can't answer that. The county believes the rate of increases to the customers is less than it would have been under the old formulas.

Mr. Marshke stated the county likes to put their increases in fees instead of commodity. They have increased almost all of their fees. We went from 80 equivalent meters to 120. Those are fixed costs that we have no control over. It does not touch the commodity. It is a fixed increase of approximately $18,000 per month. It hit us January 1st which is halfway through our budget. We argued the point at the county that we are at 90 equivalent meters so there should be an increment between 80 and 120. They were looking into it and we haven't heard back from them yet.

Discussion continued regarding county fees.

Ms. Holbrook stated there is a $15,000 increase for contractual water testing. For utilities, it was discovered sewer was not paying utility costs. There is a change since printing the budget to split the cost between the two funds. The water fund will change to $5,000 and when we get to sewer, it will also be $5,000.

Discussion ensued regarding water testing.

Ms. Holbrook stated for interest for the Fenton Road project, there is an error. It should be $6,563.

Mr. Martinbianco asked how many more years we have left on the Fenton Road project.

Ms. Holbrook stated it will be paid off in 2031.

Mr. Smith stated the 2022 budget had a surplus of approximately $206,000. Our unrestricted fund balance in the water fund is $896,623. How close are we to that?

Ms. Holbrook stated we have not booked our depreciation expense for the year which figures into the net investment and capital assets. You will see a reduction of about $600,000 which is on track with what we projected last year. Next year, with the adjustments we are projected to have a surplus of $183,582. The unrestricted fund balance is estimated at right around $200,000.

Mrs. Conley asked about the $672,000 we used from general fund to pay a bond

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payment. Did we pay this back to the general fund?

Mr. Smith stated he doesn't know if he got a definitive answer about this. Does the administration have anything to add?

Mayor Haskins stated when we spoke to Plante Moran, it wasn't technically a loan so there wasn't anything with interest that we had to do. Under the circumstances, they didn't give a definitive answer. If we get to the point where we can pay it back, we are going to.

Mr. Martinbianco stated looking at the 5-year plan, we aren't going to be anywhere near there. By 2027 we are supposed to be $1,600 in the hole, if you can project that far out. There is no way that is going to get paid back out of the water fund. Does the general fund or taxpayers eat that?

Mayor Haskins stated we can pay it with ARP money.

Mr. Smith stated that is a very good idea.

Mr. Abbey stated water has always been an expensive commodity and it keeps going up. We have to try to find creative ways to stay ahead of the water issue so we don't have to raise rates.

Discussion continued on water rates, paying the $672,000 back to general fund, water rate study and interest rates.

- Sewer

Ms. Holbrook stated we have an increase of $150,000 for the usage fees for projected revenue. We also have an increase of $2,000 for inspection fees and a $10,000 increase for estimated penalties.

Mr. Martinbianco stated in the water fund we called them late charges and in the sewer fund, we call them penalties. Why is there a difference? Would you agree that we should have some uniformity?

Ms. Holbrook stated the naming of those accounts was before my time. I think this is clear that a penalty and late charge are the same thing.

Mr. Martinbianco stated I recommend a resolution for a policy change to go from 10% interest rate to 5%, especially with sewer.

Ms. Holbrook stated for interest income, it shows a decrease and it should not. That projection should still be $200,000. For the tap in interest, that was projected for this year and should be the only change. The estimated total revenue is $6,539,100 with the increase of $100,000 to the interest income line. Moving on to appropriations, we have the same format with the increases we saw in the water fund with increases to salaries, MERS, fringe benefits and IT allocation. There is a $150,000 projected increase to our treatment expenses, a $2,000 expected increase to our pump station expense, a $25,375 increase to depreciation expense. This is where we will have the increase in utilities under GL account# 5090-5090-920.0000. You won't find this account because there was nothing budgeted previously. The amount is $5,000. With this correction, the

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total expenses will be $6,164,573 with a net surplus of $274,527.

Mr. Smith stated we are really healthy in the sewer. This isn't the case in water.

Mr. Martinbianco asked, what drives the treatment expense cost?

Mr. Abbey said, the county. It is a pass through. There are other things that go into it too, such as new builds.

Mr. Martinbianco asked if the county bills people directly for the $1,000 on the new builds.

Mr. Abbey said, yes.

- Building Department

Ms. Holbrook stated under revenue, there is an expected increase of $10,000 for permits and license fees and an expected increase of $12,000 for MJ license and late fees. The excise fee is an estimate because we don't have access to their calculation at this point. We used the numbers from what we received this year. There is a $500 expected increase in code enforcement fines and $3,000 increase to interest income for a total of $19,600 increase in revenue to the building fund.

Mr. Heffner asked if the marijuana money went into local streets.

Ms. Holbrook stated it comes into the building department and a transfer can be made for it. We don't know how much we will get for it.

Mayor Haskins stated this is the projection for next year, not what we have already received.

Mr. Heffner asked if we will have to make a motion next year to move it. We can't just make a motion that from now on that money goes to local streets?

Mr. Abbey stated it comes to the building fund and you will know when we get it and you can move the funds.

Mr. Heffner asked if the money from the houses that we sold goes into the building department.

Ms. Holbrook stated it goes into general fund, not the building fund.

Discussion continued regarding marijuana money.

Ms. Holbrook stated under expenditures, there is an increase for the IT allocation, an expected $13,000 increase for contractual services, a $1,000 increase to legal, and an $80,000 decrease to blight elimination.

Mr. Heffner asked, why the decrease for blight?

Mr. Abbey stated this is a moving target. We are doing the same process. With how long the process takes, we probably will not hit that number. Demos and blight are two

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different things. We are now using the alteration maintenance portion of the building codes that allow us to do more and require more. Also, sale value of homes are going up, so this should be better.

Mr. Heffner asked if there is money in here for the second Code Enforcer.

Ms. Holbrook said, yes.

Mr. Abbey stated the same money you put in last year would carry over. If we plan to hire an outside person, we will have to raise this number. We are trying to backfill all kinds of positions right now. We are having the same problem that everyone else is with finding qualified people to do these jobs.

Mr. Wells stated there are two residents by Fire Station #2 that have concerns about the sidewalk. Can we have these replaced?

Mr. Abbey sated we will have to look at them. We have some Act51 money that can be used for non-motorized areas such as sidewalks.

Discussion continued regarding the need for various sidewalks throughout the city, making Burton a walkable community and grants available for this.

Mr. Wells asked if the Burton Auto Glass building is scheduled for demolition.

Mr. Abbey stated the contractor has pulled permits and they are waiting for a cut and cap. It is moving forward. Also, in the building department, we have a service agreement with our Building Official, he is doing a phenomenal job. We would like to retain him for another year under the same terms.

- Related Capital Improvements (water & sewer)

Ms. Holbrook stated in the water fund, we are budgeting $150,000 for the painting of the interior of the water tower. It will be depreciated at $15,000 per year. It was approved and planned for this year but not completed. It will not change the fund balance. It will roll over from this year.

Further discussion regarding the water tower.

- Governmental Building needs (roofs, parking lots, etc.)

Mr. Abbey stated the rubber roof on the back half of City Hall was budgeted for twice and it wasn't done. The money for this rolled back to fund balance. I need to put that back into the budget because that part of the roof needs to be done. It has been patched for several years and it leaks. We had issues with contractors due to COVID. It was in the range of $25,000-$30,000.

Ms. Holbrook provided GL account 1001-2065-975.0001 for this project.

Mr. Heffner stated I missed the last budget meeting and asked Mr. Smith to discuss Plante Moran. They want to do a follow up on the specialized internal control review. This is not another audit. They want to make sure their recommendations are being implemented. There was a couple pages full of things they wrote us up for. Some were

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more critical than others. The cost is $13,000-$15,000. I would like to put $20,000 into the budget for this. The money was already in the budget and Plante Moran shut down, we shut down and the follow-up couldn't happen.

Mr. Abbey stated we had two of them done. The follow-up was done for the DPW but not for the financials.

Mr. Smith took a vote of the council. Council voted unanimously to budget $20,000 for the specialized internal control review follow-up.

Mayor Haskins stated for clarification, I spoke with Eric and Pam from Plante Moran and there were only two things left to take care of. Do we need a $13,000 contract for just two things?

Mr. Smith read the letter from Plante Moran regarding the follow-up. I don't think this should take that long. It is expensive but it wouldn't hurt. I have sent the letter to the Mayor, Controller and DPW Director.

Discussion ensued regarding the library roof and windows.

Mayor Haskins asked if we could have the budget wrapped up at the June 16th meeting. June 18th is a Friday before Father's Day weekend and some employees will be off. I also have employees who are taking time off for open houses and preparing for their kids. I don't know what will happen especially in the Clerk's Office. If it goes until the 18th, I can't guarantee we will have a Clerk here.

Council agreed to try to wrap up the budget meetings on June 16th.

Mr. Wells thanked Mr. Marshke and Mrs. Abbey for their efforts, experience and expertise. They are really looking out for the city.

Meeting was adjourned at 7:47 PM.

Minutes Acceptance: Minutes of Jun 10, 2021 6:00 PM (APPROVAL OF MINUTES)

Approve and authorize the payment of Attorney Billing (Doyle) 6/1/21 to 6/15/21 in the amount of $4,434.75.

Approve and authorize the payment of Attorney Billing (Masud) 5/3/2021 to 5/28/2021 in the amount of $2,660.00.

Approve and authorize the Mayor and City Clerk to execute a Contract with the Michigan Department of Transportation for performance of preliminary engineering activities for the roadway rehabilitation work along Belsay Road from Davison Road to Potter Road; and all together with necessary related work in the City of Burton, Genesee County (DPW project No. 20-012-P), MDOT Control Section STU 25000, Michigan Department of Transportation Contract 21-5114 for Job Number 207655PE at an estimated total cost of $37,500.00, of which the City of Burton's final cost will be approximately $8,025.00. and to authorize Amber Abbey, Street Administrator / Deputy DPW Director to digitally sign said contract on behalf of the City of Burton.

ATTACHMENTS:

- Resolution to approve MDOT Contract (DOCX)
- 207655_21-5114 Contract (PDF)

RESOLUTION 2021-15
CITY OF BURTON
GENESEE COUNTY MICHIGAN

RESOLUTION

RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF BURTON, A MUNICIPAL CORPORATION OF GENESEE COUNTY, DOES HEREBY:

_____ moved and _____ seconded the following:

Approve and authorize the Mayor and City Clerk to execute a Contract with the Michigan Department of Transportation for performance of preliminary engineering activities for the roadway rehabilitation work along Belsay Road from Davison Road to Potter Road; and all together with necessary related work in the City of Burton, Genesee County (DPW project No. 20-012-P), MDOT Control Section STU 25000, Michigan Department of Transportation Contract 21-5114 for Job Number 207655PE at an estimated total cost of $37,500.00, of which the City of Burton's final cost will be approximately $8,025.00. and to authorize Amber Abbey, Street Administrator / Deputy DPW Director to digitally sign said contract on behalf of the City of Burton.

CERTIFICATION

I, Racheal Boggs, 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 Council Meeting of the City of Burton Council held at Burton City Hall, June 21, 2021 by the following vote:

Ayes:
Nays:
Absent:

THIS RESOLUTION IS DECLARED ADOPTED

Dated: _____

_____
Racheal Boggs, City Clerk

Prepared by:
City of Burton
4303 S. Center Rd. Burton, MI 48519

Attachment: Resolution to approve MDOT Contract (5125 : Belsay Road - MDOT Contract for PE)

STP
PRELIMINARY ENGINEERING
MODIFIED PART II

DIR

Control Section	STU 25000
Job Number	207655PE
Project	21A0420
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	21-5114

Attachment: 207655_21-5114 Contract (5125 : Belsay Road - MDOT Contract for PE)

PART I

THIS CONTRACT, consisting of PART I and PART II (Modified Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF BURTON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the performance by the REQUESTING PARTY of preliminary engineering, consisting of the preparation of reports and studies, as well as the surveys and design, necessary for the construction of the following improvements in the City of Burton, Michigan, which preliminary engineering is hereinafter referred to as the "PROJECT":

The performance of preliminary engineering activities for the roadway rehabilitation work along Belsay Road from Davison Road to Potter Road; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s):

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding

the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto approve of and shall undertake and complete the PROJECT in accordance with the terms of this contract.

Pursuant to Title 2 of the Code of Federal Regulations Part 200, a description of the federal award for the project is shown in detail on EXHIBIT "I", dated March 31, 2021, and made a part of this document.

2. The term "PROJECT COST", as herein used, is hereby defined as all the costs necessary for the performance of the PROJECT work, including the costs of design, design surveys, final construction plans and specifications, and any costs incurred by the DEPARTMENT as a result of this contract.

3. The REQUESTING PARTY will perform or cause to be performed all the PROJECT work. A separate work authorization will be issued to the REQUESTING PARTY by the DEPARTMENT for the commencement of the PROJECT work. The method of performing the work will be indicated on the work authorization.

4. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST at the established Federal participation ratio equal to 78.6 percent. The balance of the PROJECT COST, after deduction of Federal Funds, shall be paid by the REQUESTING PARTY. The PROJECT COST and the cost participation are estimated to be as follows:

Attachment: 207655_21-5114 Contract (5125 : Belsay Road - MDOT Contract for PE)

ESTIMATED COST	FEDERAL AID	REQUESTING PARTY'S SHARE
$ 37,500	$ 29,475	$ 8,025

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

5. The construction of the improvements for which the PROJECT work is being performed and the construction engineering work related thereto will be covered by a separate contract.

6. A working capital deposit is not required for the PROJECT.

7. The contracting parties do hereby agree to be bound by all of the provisions and conditions set forth in PART II hereof which are applicable to the PROJECT.

In the event of any inconsistency between PART I and PART II of this contract, the provisions of PART I shall prevail.

8. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the state and/or the FHWA.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

9. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rest with the REQUESTING

Attachment: 207655_21-5114 Contract (5125 : Belsay Road - MDOT Contract for PE)

PARTY and other local agencies having respective jurisdiction.

10. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

Attachment: 207655_21-5114 Contract (5125 : Belsay Road - MDOT Contract for PE)

11. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF BURTON

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT

Attachment: 207655_21-5114 Contract (5125 : Belsay Road - MDOT Contract for PE)

EXHIBIT I

Notification of Required Federal Program Information to Subrecipients for Federal Funding

Does this project receive Federal funds? ☒ Yes ☐ No

Subrecipient's Name: City of Burton

Subrecipient's Data Universal Numbering System Number (DUNS): 84294339

Federal Grant/Project Number(s): 21A0(420)

MDOT Project Number: 207655PE

Project Description: Preliminary engineering activities for the roadway rehabilitation work along Belsay Road from Davison Road to Potter Road.

CFDA Number, Federal Agency, Program Title: CFDA 20.205 Highway Research Planning & Construction

Federal Award Identification Number(s) (FAIN): 2621A0420Z230

Federal Award Date: 02/19/2021

Period of Performance Start Date: 02/19/2021

Period of Performance End Date: 12/31/2021

Amount of Federal Funds obligated by this action: $29,475

Total amount of Federal Funds obligated: $29,475

Total amount of the Federal award: $29,475

Budget Approved Cost sharing or matching, where applicable:
Federal Participation: $29,475; Local Participation: $8,025

Name of Federal awarding agency and contact information for awarding official:

Director Paul C. Ajegba
Michigan Department of Transportation
425 West Ottawa Street
Lansing, MI 48909

Is this a Research and Development award: ☐ Yes ☒ No

Indirect cost rate for the Federal award (if applicable): Not Applicable

Attachment: 207655_21-5114 Contract (5125 : Belsay Road - MDOT Contract for PE)

DOT

BUREAU OF HIGHWAYS
NON CONSTRUCTION
03-15-93

PART II
MODIFIED

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV SPECIAL PROGRAM AND PROJECT CONDITIONS

Attachment: 207655_21-5114 Contract (5125 : Belsay Road - MDOT Contract for PE)

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. All work shall be performed in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

C. In conformance with FAPG (23 CFR 630C): Project Agreements, the parties to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

Attachment: 207655_21-5114 Contract (5125 : Belsay Road - MDOT Contract for PE)

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. On those projects funded with Federal monies, the DEPARTMENT shall, as may be required, secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

C. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

D. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

E. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

Attachment: 207655_21-5114 Contract (5125 : Belsay Road - MDOT Contract for PE)

F. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

G. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

H. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 201, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

I. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

J. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

K. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that canceled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the canceled portions of the PROJECT will be promptly refunded.

L. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

Attachment: 207655_21-5114 Contract (5125 : Belsay Road - MDOT Contract for PE)

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the

Attachment: 207655_21-5114 Contract (5125 : Belsay Road - MDOT Contract for PE)

language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

Attachment: 207655_21-5114 Contract (5125 : Belsay Road - MDOT Contract for PE)

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than $500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FAPG Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

Attachment: 207655_21-5114 Contract (5125 : Belsay Road - MDOT Contract for PE)

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. General Conditions:

1. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

2. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

Attachment: 207655_21-5114 Contract (5125 : Belsay Road - MDOT Contract for PE)

SECTION IV

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way acquisition.

C. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

D. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

Attachment: 207655_21-5114 Contract (5125 : Belsay Road - MDOT Contract for PE)

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

Attachment: 207655_21-5114 Contract (5125 : Belsay Road - MDOT Contract for PE)

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

Attachment: 207655_21-5114 Contract (5125 : Belsay Road - MDOT Contract for PE)

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

   a. Withholding payments to the contractor until the contractor complies; and/or

   b. Canceling, terminating, or suspending the contract, in whole or in part.

Attachment: 207655_21-5114 Contract (5125 : Belsay Road - MDOT Contract for PE)

6. **Incorporation of Provisions**: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

Attachment: 207655_21-5114 Contract (5125 : Belsay Road - MDOT Contract for PE)

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

> The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Attachment: 207655_21-5114 Contract (5125 : Belsay Road - MDOT Contract for PE)

Approve and authorize the acceptance of the proposal in the amount of $14,110 and allow the Mayor and Clerk to enter into that contract, contingent upon the submittal and approval of the required bonds and insurance documents, on behalf of the City of Burton with Nelson Tank Engineering & Consulting, Inc. 16240 National Parkway, Lansing MI. 48906 for Water Tower Engineering Services for Painting Rehabilitation.

ATTACHMENTS:

- Nelson Contract (PDF)

Nelson Tank Engineering
& Consulting, Inc.
16240 National Parkway
Lansing, MI 48906

PROPOSAL AND CONTRACT AGREEMENT

This agreement between the CITY OF BURTON (OWNER) and NELSON TANK ENGINEERING and CONSULTING, INC. (CONSULTANT) for consulting services on the 400,000-Gallon Water Storage Tank (PROJECT) at BURTON, MI is as follows:

The OWNER agrees to engage the services of the CONSULTANT for services hereinafter set forth.

A. CONSULTANT agrees to perform services as detailed in the attached Section I.

B. OWNER agrees to pay CONSULTANT, for services rendered, the sum of Fourteen Thousand One Hundred Ten Dollars ($14,110). Terms of Payment shall be detailed in Section II.

C. Additional services performed by CONSULTANT requested by the OWNER which are not within the proposed scope of services as defined in section I, shall be paid to the CONSULTANT in accordance with time and material fees per Section III plus reimbursable expenses.

D. The OWNER and CONSULTANT agree to the conditions as set forth in the attached General Provisions of the agreement.

This contract format shall include this cover sheet, Sections I, II, III and General Conditions. Any changes in this CONTRACT shall be made by written addendum.

Debra Otberg Proposed by CONSULTANT	June 6, 2021 Date
Contract Approved by CONSULTANT	Date
Contract Approved by OWNER (Title)	Date
Cosignature (If Required) (Title)	Date

Phone: 517-321-1692 • Fax: 517-321-4405 • E-Mail: Keith@nelsontank.com • Web: www.nelsontank.com

Attachment: Nelson Contract (5128 : Contract for Nelson)

SECTION I

Proposed Services and Responsibilities

400,000-Gallon Tank
Painting and Repair
Burton, MI

I. Preparation of Specifications and Contract Documents

A. Scope of Services Performed by the Owner

1. Provide a place for the bid opening.
2. Preside over the Bid Opening and open the bids received.
3. Review insurance certificate coverages.
4. Review Payment, Performance and Maintenance Bonds.

B. Scope of Services Performed by Consultant

1. Prepare Contract Documents and Technical Specifications for project to include, but not limited to, the following:
    a. Advertisement for Bids
    b. Information for Bidders
    c. General Conditions
    d. Detailed Specifications
    e. Inspection Form
    f. Proposal Format
    g. Contract Agreement
2. Address all questions, written or verbal response, concerning the project that are submitted.
3. Direct mail Advertisements to Contractors who have been prior approved as capable and conscientious.
4. Prepare EGLE permit application submitted to Owner for signature.
5. Send Specifications to selected appropriate plan rooms.
6. Review the bids submitted to the Owner and recommend award.
7. Furnish Owner and Contractor Contract Documents to complete.
8. Review Payment and Performance Bonds of selected Contractor and the Insurance Certificates. The Owner's Insurance Consultant and Attorney should also review.

Attachment: Nelson Contract (5128 : Contract for Nelson)

9. Furnish Owner with complete Notice to Proceed to sign and forward to the Contractor.

II. Project Administration

A. Attend and preside over preconstruction meeting.

B. Review material submittals.

C. Review claims and change order requests.

D. Prepare change order documents if applicable.

E. Issue inspection reports in PDF format.

F. Review pay applications and prepare documents for signature.

G. Review final submittal documents.

III. Critical Phase Inspection Services

A. Three visits to observe repairs for specification compliance. Weld repairs visually inspected for surface defects (i.e. undercut, reinforcement, underfill).

B. Six visits to review wet and dry interior abrasive blast cleaning for thoroughness, surface profile, and compliance with specification, prior to application of the primer coat. Record and review all materials delivered to the site for specification compliance.

C. Two visits to review the wet and dry interior primer coat for uniformity, coverage, and dry film thickness, prior to application of the intermediate coat.

D. One visit to review the wet interior intermediate coat uniformity, coverage and dry film thickness prior to application of the topcoat.

E. Two visits to review the wet and dry interior topcoat for uniformity, coverage and dry film thickness for compliance with specification. Conduct holiday test on surfaces below the water line. Examine the overall project for possible damage caused by equipment removal.

F. One visit to finalize the project, to review items in the contract specification for completion. To review the quality of workmanship for contract requirements.

IV. Miscellaneous Provisions

A. All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by the Owner for any other endeavor without the written consent of the Consultant.

B. Inspection reports shall detail work completed, report progress, provide test results and prepare punch list for incomplete work.

C. Consultant shall provide review and recommendations for pay requests submitted by Contractor.

D. Consultant shall provide only inspection visits as described above unless otherwise directed by Owner.

E. Consultant shall endeavor to observe Contractor's corrections of deficiencies or punch list items concurrently with regularly scheduled inspection visits. Additional

Attachment: Nelson Contract (5128 : Contract for Nelson)

visits, beyond the final inspection, required observing Contractor's corrections of deficiencies or punch list items shall be assessed per Section II. Payment to the Contractor shall be reduced to cover the cost of additional inspection services when deemed appropriate.

Attachment: Nelson Contract (5128 : Contract for Nelson)

SECTION II

Proposed Service Fees

400,000-Gallon Tank
Painting and Repair
Burton, MI

1. Payment for preparation of specifications and contract documents shall be the lump sum fee of $3,000.

2. Payment for project administration shall be $910 in accordance the following:

Precon meeting:		$550
Project administration	3 hrs@$120/hr	$360

3. Payment for Inspection Services shall be $10,200. Inspection fees shall be lump sum for each individual site visit. Payment shall be a $680 per visit fee with 15 visits detailed in Section I.

4. Requests for Professional services not included in the original scope of work, Section I, shall be assessed at time and material fees per Section III.

5. Invoices shall include all work performed during the month. The invoice will start on the beginning of each month and will close on the end of each month. Partial payment requests may be allowed if approved by the Owner. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney fees.

Attachment: Nelson Contract (5128 : Contract for Nelson)

Section III

Additional Service Fees

Labor Class	PER HOUR
Project Manager	$120.00
Registered Professional Engineer	$120.00
Project Engineer - Level II	$100.00
Project Engineer - Level I	$ 90.00
Inspector - Level II	$ 85.00
Inspector - Level I	$ 75.00
Secretarial Services	$ 50.00
Modeling or CAD	$120.00

Expenses

Mileage	$1.00/mile
Meals, Lodging	$120 per diem
Air Travel	Business class
Car rental	Full size

Laboratory Testing

TCLP (One metal)	$ 85.00
TCLP (Ten metals)	$350.00
Background Soil (Total lead)	$ 45.00
Paint Sample (1 Metal)	$ 50.00
Paint Sample (2 Metal)	$ 60.00
Paint Sample (3 Metal)	$ 70.00

Attachment: Nelson Contract (5128 : Contract for Nelson)

NELSON TANK ENGINEERING AND CONSULTING, INC.
AGREEMENT

General Conditions
(Owner Document)

I. BASIC PROVISIONS

A) The parties agree to deliver all executed documents upon signing of the Services Agreement.
B) The Owner agrees to furnish Consultant with sufficient copies of all documentation necessary to contract for the work to be completed according to the Services Agreement.
C) All times provided for in the Services Agreement shall commence upon the dates specified therein. Consultant shall commence work upon execution of the Services Agreement.
D) Consultant shall verify all physical data, measurements and other information prior to the commencement of work and report any ambiguities, errors, conflicts or discrepancies to Owner. Consultant shall not be liable to the Owner for failure to report any such ambiguities, discrepancies, errors or conflicts unless Consultant knew or should have reasonably known of the same.
E) Upon request and within a reasonable time of the execution of the Services Agreement, Consultant agrees to provide Owner with Certificates of Insurance or any other evidence of insurance as may be required. At this time, a preliminary conference with Owner shall be held if either party has unclarified questions or ambiguities with regard to the discharge of the Services Agreement.
F) The parties intend that the Services Agreement along with all collateral documents thereto including this Schedule of General Provisions shall constitute all of the contract documents between the parties for the services to be rendered. It is the intention of the parties to adopt all business practices, trade customs and technical definitions as used in the construction industry pertaining to facilities in the interpretation of the Agreement. All ambiguities raised by either party to the Agreement shall be subject to interpretation in writing agreed to by the parties or as settled by mediation as provided herein.
G) The Agreement and all collateral documents may be amended, supplemented, revised or deleted only by written document entered into by the parties which will include change orders as provided herein.

II. MATTERS PERTAINING TO THE AVAILABILITY OF OWNER'S FACILITIES

A) The Owner shall furnish Consultant with unencumbered access to the facility as described in the Services Agreement along with all documentation deemed reasonably necessary by the Consultant as a condition precedent for the performance of Consultant's services.
B) The Consultant may rely upon the technical information and physical data provided by the Owner with regard to the specifications, characteristics, dimensions and condition of the facility and other assets upon which the Consultant has been retained to work.
C) Consultant may rely upon the technical information provided by the Owner in performing its services and shall not be responsible for errors based upon incomplete or erroneous data supplied by the Owner. If Consultant discovers any defects in the performance of services contracted for by the Services Agreement, Owner agrees to issue any necessary change orders providing for such additional work as necessary to correct the defect in question and to authorize payment for any and all additional services or material required by the Consultant to complete Consultant's services.
D) Defects undiscovered by Consultant when estimating the work to be done under the Services Agreement, shall be called to the Owner's notice immediately upon discovery. Owner shall be responsible for the safety and protection of the Consultant with regard to any such unsafe conditions that exist with regard to the facility.

III. INSURANCE

A) Consultant shall purchase and maintain such liability and other insurance as is appropriate for the services being rendered and furnished and will provide protection from claims which may arise out of Consultant's performance and furnishing of services and Consultant's other obligations under the Services Agreement whether to be performed by Consultant, subcontractor, or supplier or by anyone directly or indirectly contracted for or employed by them.
B) Owner shall purchase and maintain such property, liability and other insurance as appropriate for risks attendant to the property upon which Consultant shall perform services and Owner shall make available for Consultant's

Attachment: Nelson Contract (5128 : Contract for Nelson)

inspection Certificates evidencing such coverage extending to Consultant, subcontractors and suppliers and include coverage for the respective officers and employees of such parties.

C) All insurance coverages required by these general conditions shall be for not less than limits of liability required by the Services Agreement or the laws and regulations of the State of Michigan or the federal government. All insurance contracts identified to this Agreement shall contain provisions or endorsements that coverage shall not be canceled, materially changed or renewal refused without at least thirty (30) days prior written notice to the Owner and Consultant and to any other insured to whom a Certificate of Insurance has been issued.

D) The Owner and Consultant intend that all policies purchased in accordance with this Article III will endeavor to protect the Owner, Consultant, subcontractors and suppliers and all other persons listed as additional insureds and will provide primary coverage for losses and damages. Any such policy purchased in accordance with this Agreement shall contain provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Additionally, the Owner waives all rights against the Consultant, subcontractors, consultants and the officers, Directors, employees and agents of any of them for any loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to the Owner's property caused by or arising out of fire or other peril, whether or not insured by Owner, and loss or damage to the completed project or part thereof caused by or arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the project by Owner and any policy issued in accordance with the terms of this Agreement shall contain provisions to the effect that in the event of payment of any loss, damage or consequential loss, the insurers will have no rights of recovery against any contractor, subcontractor, consultant and the officers, Directors, employees or agents of any of them.

IV. CONSULTANT'S RESPONSIBILITIES

A) Consultant shall perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession to perform in accordance with the Services Agreement. Consultant shall be solely responsible for the means, methods, techniques, materials used, and procedures applied in fulfilling its services and shall be solely responsible for the appointment of individuals responsible for the performance of the services contracted for by the Services Agreement.

B) Unless specified elsewhere to the contrary, Consultant shall furnish, be compensated for, and assume all responsibility for all materials, equipment, labor, transportation, equipment and other facilities necessary for the furnishing, performing, testing and completion of the services contracted for by the Services Agreement.

C) Consultant shall adhere to the time schedule for completion of the Services Agreement advising Owner of any alterations necessary in the performance of such schedule and procure the Owner's written agreement, which shall not be unreasonably withheld with regard to any such changes.

D) If, during the course of providing services in accordance with this Services Agreement, Consultant determines that other or equal material or procedures will accomplish the work contracted for by this Agreement, Consultant shall notify the Owner or its appropriate representatives following established change order procedures, if appropriate, and such substitution shall be approved by the Owner's representative unless clear and convincing evidence is shown that the Consultant's basis for substitution is wrong. In such case, if the Consultant continues to adhere to it's decision with regard to the above mentioned substitution and the Owner's representative refuses to approve a change order for the same, if necessary, Consultant may seek alternative dispute resolution of the issue as provided herein by mediation if the same will not substantially protract the time necessary for the completion of the rendition of services.

E) If, in the performance of Consultant's services, other subcontractors or suppliers must be utilized, Consultant shall provide Owner with the identity of any proposed subcontractor or supplier. Consultant refuses to deal with any subcontractor or supplier against whom the Owner has made reasonable objection. If such subcontractor or supplier is rejected by the Owner and Consultant has made diligent inquiry as to an acceptable substitute but is unable to substitute for the objected subcontractor or supplier, Owner agrees to adjust the contract price as necessary for the hiring of replacement subcontractor or supplier.

F) Owner with Consultant's assistance, shall obtain and pay for all permits and licenses, other governmental charges and inspection fees necessary for the completion of the services contracted for by this Services Agreement. This provision shall not be applied to relieve owner of its obligation for the payment of any costs the Owner has assumed by the Services Agreement.

G) Consultant shall give notices and comply with laws and regulations concerning the performance of services contracted for by this Service Agreement. If Consultant knows the performance of services shall be in violation of law or regulation, the Consultant shall bear all claims, costs, losses and damages caused by Consultant's actions. Otherwise, Owner shall be responsible for any and all costs, claims, losses or other obligations arising from the inspection, ownership and maintenance of the facility.

H) It shall be Consultant's responsibility to confine its activities to the premises on which the inspection services are rendered. After the rendition of services, Consultant agrees to remove all of its tools, appliances,

Attachment: Nelson Contract (5128 : Contract for Nelson)

equipment, machinery and surplus materials. The site shall be left clean and ready for use by the Owner after the completion of the rendition of services contracted for by the Services Agreement.

I) Consultant agrees that if any dispute should arise under the terms of this Services Agreement which is submitted to mediation, Consultant shall carry on with the rendition of services and adhere to the time schedule established for the completion of performance of services during all disputes or disagreements with the Owner. No services shall be delayed or postponed pending resolution of any dispute or disagreement except as otherwise permitted in accordance with these general conditions or as agreed to in writing with the Owner.

J) Consultant agrees to indemnify and hold harmless Owner and it's officials, officers, Directors and employees to the fullest extent permitted by law from and against claims, costs, losses and damages (including reasonable legal fees and charges of other professional and all other dispute resolution costs) caused by or arising out of or resulting from the performance of the services rendered by Consultant incident to this Services Agreement provided that any such claim, cost, loss or damage is attributable to the negligent act, error or omission of the Consultant, subcontractor or supplier; provided, comparative negligence shall be taken into account in measuring Consultant's liability for damages hereunder.

V. OWNER'S RESPONSIBILITIES

A) The Owner shall not supervise, direct or have control or authority over nor be responsible for Consultant's means, methods, techniques, or procedures of rendering services or for the safety precautions and programs incident thereto or for any failure of the Consultant to comply with laws and regulations applicable to the furnishing of performance of the services contracted for by this Services Agreement. Owner will not be responsible for Consultant's failure to perform or furnish the services in accordance with this Services Agreement. The Owner shall be responsible for providing a safe and hazard-free site upon which Consultant may perform its services.

B) Owner represents that the authorized governing authorities of Owner have taken all steps necessary to approve the Services Agreement and to furnish Consultant with reasonable evidence of financial responsibility for the satisfaction of its payment obligation under the Services Agreement and that Consultant shall be paid in full for the rendition of services in accordance with the terms of the Services Agreement.

C) Owner shall take no action to impede Consultant's rendition of services in accordance with this Services Agreement and has taken all steps necessary to coordinate the services and work performed on the site so as to not impair Consultant's ability to render services. To this end, Owner has designated its representative in dealing with Consultant who has full and complete authority to bind and represent the Owner with regard to any and all decisions necessary in the fulfillment of the Services Agreement. If no such representative has been designated, the designated representative of the Owner shall be any of its officers or its chief elected official.

VI. CHANGES IN WORK

A) Within the parameters of services to be rendered by Consultant, Owner may, at any time or from time to time, order additions, deletions or revisions to the services to be rendered by Consultant; provided, Owner and Consultant have agreed to compensation for the same.

B) Such additions, deletions or revisions will be authorized by written amendment or change order signed by the Owner's representative and acknowledged in writing by the Consultant. Upon receipt of any such acknowledged change order, Consultant shall promptly proceed with the services involved which will be performed under the applicable conditions of the contract documents except as amended.

C) If the Owner and Consultant are unable to agree as to the extent, if any, of an adjustment in the contract price or an adjustment of the contract terms, allowed as a result of a change order or otherwise, Consultant agrees to continue and the Owner agrees to abide by the terms of the contract provided the parties mutually agree to submit the disagreement to mediation as provided for herein.

VII. PAYMENTS TO CONSULTANT AND COMPLETION

A) Consultant shall be paid in accordance with the provisions of Section II of the Services Agreement provided that if there is a dispute as to the services rendered, Owner shall pay for all services rendered for which objection may not be reasonably made and provide Consultant with an accounting of those services performed for which objection is made and the basis therefore.

B) Such dispute shall be submitted to mediation if the parties cannot otherwise agree to its disposition.

C) Consultant acknowledges that title to all materials and equipment covered by any payment from Owner to Consultant whether incorporated in the services rendered or not will pass to the Owner no later than the time of payment as specified in Section II of the Services Agreement free and clear of all liens.

VIII. TERMINATION OR SUSPENSION OF SERVICES

Attachment: Nelson Contract (5128 : Contract for Nelson)

A) The Owner may suspend services by the Consultant at any time and without cause provided Consultant has been paid to date for services rendered under the Services Agreement. Any resumption of services authorized by the Owner shall only be in accordance with terms, conditions and contract price as agreeable by Consultant.
B) Consultant may cease rendering services under this Services Agreement if, through no act or fault of the Consultant, the performance of services under the Agreement has been materially impaired in which case Consultant may refrain from rendering additional services until satisfactory payment for services rendered and to be rendered has been made by the Owner and the impairment has been corrected.
C) If, prior to the rendition of services under the Services Agreement, conditions materially change through the application of force majeure, the Consultant's obligation for the performance of services by the Owner's obligation for the payment for same may be excused.

IX. DISPUTE RESOLUTION

A) The Owner and Consultant agree that should any dispute arise between them with regard to any term and/or condition of the Services Agreement, the parties mutually consent to mediation.

X. MISCELLANEOUS

A) The Services Agreement shall be binding upon and inure to the benefit of the successors, representatives and assigns of the parties hereto; provided, that due to the personal services nature of the Agreement, it shall not be subject to assignment by the Consultant.
B) Any notice required in accordance with the terms of this Agreement shall be effective and binding if made to the parties at their last business address known to the giver of the notice.
C) The duties and obligations imposed by these general conditions and the rights and remedies available hereunder to the parties hereto, are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by law or regulation.

XI. SAFETY

A) Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at the construction site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance the contract documents and any health or safety precautions required by any regulatory agencies.
B) The Consultant and its personnel have no authority to exercise any control over the Contractor or its employees in connection with their work or any health and safety programs or procedures.
C) The Owner agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Owner's contract with the General Contractor.

Attachment: Nelson Contract (5128 : Contract for Nelson)

Approve and authorize acceptance of the Memorandum of Understanding Agreement between the City of Burton and the Police Officers Labor Council - Burton Patrol Officers wage reopener.

ATTACHMENTS:

- Patrol MEMORANDUM OF UNDERSTANDING AND AGREEMENT - June 2021 Amended Wage Scale (PDF)

Attachment: Patrol MEMORANDUM OF UNDERSTANDING AND AGREEMENT - June 2021 Amended Wage Scale (5131 : POLC Memorandum of

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
Between
CITY OF BURTON
-and-
POLICE OFFICERS LABOR COUNCIL–
BURTON PATROL OFFICERS

2021 Amended Economics

This Memorandum of Understanding and Agreement is made by and between the parties, CITY OF BURTON (hereinafter referred to as "City") and the POLICE OFFICERS LABOR COUNCIL (hereinafter referred to as "Union"). The parties have agreed to amend the current collective bargaining agreement and the 2020 Wage Reopener MOU as follows:

ARTICLE XXXVI
WEAPONS PROFICIENCY

36.1: Both parties recognize the need for officers to acquire and maintain their skills in the use of firearms. Both parties also recognize that the more training that occurs, the more skilled a person becomes. The Chief of Police will determine the location and type of targets that will be utilized in teaching and maintaining officers' skills.

~~36.2: In order to qualify for the gun proficiency allowance, all officers must report to the range at the appointed time. Gun proficiency allowances shall be paid on an attendance basis as outlined in section 36.3 of this Article. Officers can only qualify for this allowance for active periods of employment and not for any retroactive periods when the employee may have been absent from work for any reason.~~

~~36.3: Effective July 1, 1997, the schedule of allowance which will be paid to Officers based on attendance is as follows:~~

~~SHOOTS ATTENDED~~	~~YEARLY COMPENSATION~~
~~0-8~~	~~None~~
~~9~~	~~$400.00~~
~~10~~	~~$750.00~~

(a) The employer shall schedule shoots each month, one of which each year shall be mandatory and held while the member is on duty. Make up shoots will be allowed with the pre-approval of the Chief of Police. Make up shoots must be made up in the following month.

(b) Each member shall be allowed to qualify twice at each monthly shoot.

(c) All members must qualify with the department issued weapons, scoring a minimum of seventy (70%) percent for uniformed officers and sixty (60%) percent for investigators.

~~36.4: A lump sum payment shall be made to all Officers earning gun proficiency allowance during the month of December, beginning in 1984.~~

***

ARTICLE XLVI
WAGES

FULL-TIME PATROL OFFICERS

STEP	July 1, 2018	July 1, 2020	**July 1, 2021**	July 1, 2022
Academy	$36,500	$37,230	$37,974.60	$38,734.10
Hire (certified)	$46,500	$47,430	$48,378.60	$49,346.17
Three Years	$50,000	$51,000	$52,020.00	$53,060.40
Four Years	$52,500	$53,550	$54,621.00	$55,713.42
Five Years	$56,000	$57,120*****	**$65,769.60**	**$67,084.99**

***Base wage to be increased to the $64,480.00 effective June 25, 2021.**

Employees shall be paid on a bi-weekly basis with other City employees (Article 19.1).

Employees shall continue to contribute 1% of base wages to the Retiree Health Care Fund.

Sections 46 and 42.4 shall be subject to reopener negotiations on July 1, 2020, for purposes of negotiation over wages and defined contributions only.

The City of Burton retains the right to hire a patrol officer at any step of the above scale based on outside experience as a police officer.

2. The parties agree that this Memorandum of Understanding shall have no other force and effect than as specifically designated herein and shall not impact any other terms of the parties' current collective bargaining agreement.

3. The parties' June 2021 MOU on compensatory time is hereby incorporated by reference thereto and its execution is a condition precedent to the effectuation of this Memorandum of Understanding.

FOR THE CITY: **FOR THE UNION:**

BY:_____ **BY:**_____

Attachment: Patrol MEMORANDUM OF UNDERSTANDING AND AGREEMENT - June 2021 Amended Wage Scale (5131 : POLC Memorandum of

AGENDA ITEM (ID # 5124)

DOC ID: 5124

Approve and authorize the scheduling of a public hearing for a special City Council meeting of Monday, July 19, 2021 at 6:30 p.m. to discuss the vacating of the 40’ of unimproved Rose Ave R.O.W. adjacent to lot 17 County Gardens (along Connecticut St.). Should the council find this favorable or any other date and time Council prefers, allowing four weeks notice to property taxpayers and newspaper ads per Ordinance.

Approve and authorize the Burton City Council to set a Public Hearing on Monday, August 16th, 2021 for the following properties: 6076 Lapeer Rd. at 6:30 p.m.; 3401 S. Center Rd at 6:15 p.m.; 3413 S. Center Rd. at 6:00 p.m.; to consider any objections and/or favorable comments relative to the Investigation of Potential Nuisance or Hazardous Condition of Premises on the following properties located in the City of Burton: should the council find this favorable or any other date and time Council prefers, allowing 45 days to get title search done and notice to property taxpayers for the scheduled hearings.

Budget Amendment Approve and authorize the following 2020-2021 budget amendment: Increase 1001-2023-719.0000 Fringe Benefits by $5,000, decreasing the General Fund Balance.

ATTACHMENTS:

- BA 6-17-21 GF (PDF)

INTEROFFICE MEMORANDUM

To: Mayor Duane Haskins
From: Controller Jodi Holbrook
Date: June 17, 2021

Re: Memo of Explanation for
City Council Meeting of 06/21/2021

Mayor Haskins:

I am requesting that Council approve a budget amendment within the General Fund Budget as follows: Increase 1001-2023-719.0000 Fringe Benefits by $5,000.

This budget amendment adds $5,000 to cover unexpected departures of two employees from the Controller's Office Budget. The funds will come from the fund balance in the General Fund.

Attachment: BA 6-17-21 GF (5132 : Budget Amendment (Budget #))

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

PERIOD ENDING 06/30/2021

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 06/30/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 06/30/21 INCR (DECR)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BD US
Fund 1001 - GENERAL FUND							
Expenditures							
Dept 2023 - CONTROLLER							
1001-2023-703.0000	CONTROLLER SALARY	26,200.00	24,458.35	1,006.55	0.00	1,741.65	93.3
1001-2023-706.0000	SALARIES PERMANENT	62,300.00	59,239.77	2,393.95	0.00	3,060.23	95.0
1001-2023-709.0000	OVERTIME	1,600.00	14.09	0.00	0.00	1,585.91	0.8
1001-2023-717.0000	RETIREMENT - MERS ACTIVE	200.00	164.32	6.71	0.00	35.68	82.1
1001-2023-718.0000	RETIREMENT - MERS RETIREES	43,500.00	38,347.87	1,619.15	0.00	5,152.13	88.1
1001-2023-719.0000	FRINGE BENEFITS + 5,000	47,900.00	52,247.51	915.09	0.00	(4,347.51)	109.0
1001-2023-727.0000	OFFICE SUPPLIES	1,400.00	1,000.95	0.00	13.90	385.15	72.4
1001-2023-728.0000	INFORMATION TECH ALLOCATION	8,500.00	8,500.00	0.00	0.00	0.00	100.0
1001-2023-731.0000	POSTAGE	200.00	57.28	0.00	0.00	142.72	28.6
1001-2023-818.0000	CONTRACTUAL SERVICE	1,200.00	0.00	0.00	0.00	1,200.00	0.0
1001-2023-828.0000	MEMBERSHIP & DUES	1,200.00	1,120.00	0.00	0.00	80.00	93.3
1001-2023-864.0000	TRAINING	1,000.00	20.00	0.00	0.00	980.00	2.0
1001-2023-956.0000	MISCELLANEOUS	400.00	96.26	0.00	0.00	303.74	24.0
1001-2023-984.0000	OFFICE EQUIPMENT	1,000.00	0.00	0.00	807.55	192.45	80.7
Total Dept 2023 - CONTROLLER		196,600.00	185,266.40	5,941.45	821.45	10,512.15	94.6
TOTAL EXPENDITURES		196,600.00	185,266.40	5,941.45	821.45	10,512.15	94.6
Fund 1001 - GENERAL FUND:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.0
TOTAL EXPENDITURES		196,600.00	185,266.40	5,941.45	821.45	10,512.15	94.6
NET OF REVENUES & EXPENDITURES		(196,600.00)	(185,266.40)	(5,941.45)	(821.45)	(10,512.15)	94.6

Add $ 5,000 for payouts of 2 unplanned departures.

Attachment: BA 6-17-21 GF (5132 : Budget Amendment (Budget #))

Budget Amendment Approve and authorize the following 2020-2021 budget amendment: Increase 2026-0000-830.0000 Garbage Collection by $181,225, decreasing the Rubbish Fund Balance.

ATTACHMENTS:

- BA 6-17-21 Rubbish (PDF)

INTEROFFICE MEMORANDUM

To: Mayor Duane Haskins
From: Controller Jodi Holbrook
Date: June 17, 2021

Re: Memo of Explanation for
City Council Meeting of 06/21/2021

Mayor Haskins:

I am requesting that Council approve a budget amendment within the Rubbish Fund Budget as follows: Increase 2026-0000-830.0000 Garbage Collection by $181,225.

This budget amendment adds $181,225 to cover the difference of the contract not originally budgeted for. These funds will come from the Rubbish fund balance.

Attachment: BA 6-17-21 Rubbish (5133 : Budget Amendment)

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

PERIOD ENDING 06/30/2021

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 06/30/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 06/30/21 INCR (DECR)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BD US
Fund 2026 - RUBBISH COLLECTION & DISPOSAL							
Revenues							
Dept 0000							
2026-0000-403.0000	RUBBISH FEES	1,509,500.00	1,544,547.91	77.50	0.00	(35,047.91)	102.3
2026-0000-404.0000	TAX CHARGEBACKS	(2,000.00)	0.00	0.00	0.00	(2,000.00)	0.0
2026-0000-650.0000	CURBSIDE RECYCLING INCOME	1,700.00	1,358.00	7.00	0.00	342.00	79.8
2026-0000-666.0000	INTEREST INCOME	5,000.00	7,589.15	0.00	0.00	(2,589.15)	151.7
Total Dept 0000		1,514,200.00	1,553,495.06	84.50	0.00	(39,295.06)	102.6
TOTAL REVENUES		1,514,200.00	1,553,495.06	84.50	0.00	(39,295.06)	102.6
Expenditures							
Dept 0000							
2026-0000-830.0000	GARBAGE COLLECTION + 181,225	1,509,500.00	1,549,818.60	0.00	281,785.20	(322,103.80)	121.3
Total Dept 0000		1,509,500.00	1,549,818.60	0.00	281,785.20	(322,103.80)	121.3
TOTAL EXPENDITURES		1,509,500.00	1,549,818.60	0.00	281,785.20	(322,103.80)	121.3
Fund 2026 - RUBBISH COLLECTION & DISPOSAL:							
TOTAL REVENUES		1,514,200.00	1,553,495.06	84.50	0.00	(39,295.06)	102.6
TOTAL EXPENDITURES		1,509,500.00	1,549,818.60	0.00	281,785.20	(322,103.80)	121.3
NET OF REVENUES & EXPENDITURES		4,700.00	3,676.46	84.50	(281,785.20)	282,808.74	5,917.2

Add $181,225 for annual rubbish per contract

Attachment: BA 6-17-21 Rubbish (5133 : Budget Amendment)

Budget Amendment Approve and authorize the following 2020-2021 budget amendment: Increase 2002-4074-706.0000 Salaries Permanent by $10,000 and Increase 2002-4074-943.0000 Equipment Rental by $5,000, decreasing the Local Streets Fund Balance.

ATTACHMENTS:

- BA 6-17-21 LS (PDF)

INTEROFFICE MEMORANDUM

To: Mayor Duane Haskins
From: Controller Jodi Holbrook
Date: June 17, 2021

Re: Memo of Explanation for
City Council Meeting of 06/21/2021

Mayor Haskins:

I am requesting that Council approve a budget amendment within the Local Streets Fund Budget as follows: Increase 2002-4074-706.0000 Salaries Permanent by $10,000 and Increase 2002-4074-943.0000 Equipment Rental by $5,000.

This budget amendment adds $15,000 to the expense for covering project costs added to the fiscal year. The additional funds will come from the local street fund balance.

Attachment: BA 6-17-21 LS (5134 : Budget Amendment)

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

PERIOD ENDING 06/30/2021

J.10.a

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 06/30/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 06/30/21 INCR (DECR)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BD US
Fund 2002 - MAJOR STREETS							
Expenditures							
Dept 4074 - TRAFFIC SIGNS							
2002-4074-706.0000	SALARIES PERMANENT +10,000	9,200.00	18,966.17	67.04	0.00	(9,766.17)	206.1
2002-4074-709.0000	OVERTIME	800.00	173.01	0.00	0.00	626.99	21.6
2002-4074-718.0000	RETIREMENT - MERS RETIREES	3,900.00	6,339.46	35.70	0.00	(2,439.46)	162.5
2002-4074-719.0000	FRINGE BENEFITS	7,100.00	8,232.80	16.55	0.00	(1,132.80)	115.9
2002-4074-757.0000	OPERATING EXPENDITURES	1,000.00	244.79	244.79	0.00	755.21	24.4
2002-4074-757.2030	TRAFFIC CONTROL BARRELS & CONES	18,000.00	0.00	0.00	0.00	18,000.00	0.0
2002-4074-757.7100	MATERIAL SIGNS	50,000.00	45,756.34	0.00	137.20	4,106.46	91.7
2002-4074-818.0000	CONTRACTUAL SERVICE	200,000.00	148,088.01	13,752.35	51,569.98	342.01	99.8
2002-4074-943.0000	EQUIPMENT RENTAL +5,000	6,500.00	11,419.98	0.00	0.00	(4,919.98)	175.6
2002-4074-949.0000	R.R. CROSSING LIGHTS/SIGNAL REPAIR/MAIN	20,000.00	19,753.00	0.00	0.00	247.00	98.7
Total Dept 4074 - TRAFFIC SIGNS		316,500.00	258,973.56	14,116.43	51,707.18	5,819.26	98.1
TOTAL EXPENDITURES		316,500.00	258,973.56	14,116.43	51,707.18	5,819.26	98.1
Fund 2002 - MAJOR STREETS:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.0
TOTAL EXPENDITURES		316,500.00	258,973.56	14,116.43	51,707.18	5,819.26	98.1
NET OF REVENUES & EXPENDITURES		(316,500.00)	(258,973.56)	(14,116.43)	(51,707.18)	(5,819.26)	98.1

increase 15,000 for increased sign work

Attachment: BA 6-17-21 LS (5134 : Budget Amendment)

Approve and authorize the proposed 2021-2022 fiscal year Downtown Development Authority Budget.

ATTACHMENTS:

- DDA Budget Letter 2021-22 (DOCX)
- DDA Budget FY 2021-2022 (PDF)

March 1, 2021

Mr. Joseph S. Richvalsky
Burton Downtown Development Authority
G-4387 S. Saginaw Street
Burton, MI 48529

Dear Joey,

Once again, it is that time of year to see that the following items are accomplished in order to provide the 2021-22 DDA budget proposal:

1) Determine priorities for the DDA for the upcoming year.
2) Hold a meeting for the DDA (April) to propose the 2021-22 DDA budget and also set a DDA budget public hearing no earlier than 15 days from this meeting.
3) Publish notice of the public hearing date at least 7 days prior to the hearing date.
4) Hold the public hearing and adopt the budget.
5) Submit the proposed 2021-22 DDA budget to the Mayor and City Council for approval no later than May 15, 2021

I have attached a tentative format of the proposed budget for your review and completion. Anticipated revenue is $39,000. Total expenditures (appropriations) exceeding this amount would reduce your fund balance. If you provide me with any changes you would like to these figures, I can provide you an updated budget document for approval at your meeting.

Please call me if you have any questions.

Sincerely,

Jodi Holbrook
Controller

cc: Mayor Duane Haskins
Steve Coates

Attachment: DDA Budget Letter 2021-22 (5130 : Downtown Development Authority Budget)

BUDGET REPORT FOR CITY OF BURTON
Fund: 5013 DOWNTOWN DEVELOPMENT AUTHORITY

GL NUMBER	DESCRIPTION	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	2020-21 PROJECTED ACTIVITY	2021- MAYOR RE BUDG
ESTIMATED REVENUES						
Dept 0000						
5013-0000-403.0000	CURRENT TAX REVENUE	34,848	35,400	35,400	35,400	36,00
5013-0000-407.0000	DELINQUENT PERSONAL TAXES	40				
5013-0000-666.0000	INVESTMENT INTEREST	5,081	3,000	3,000	3,000	3,00
5013-0000-669.0000	INVESTMENT GAINS AND LOSSES	1,428				
Totals for dept 0000 -		41,397	38,400	38,400	38,400	39,00
TOTAL ESTIMATED REVENUES		41,397	38,400	38,400	38,400	39,00
APPROPRIATIONS						
Dept 0000						
5013-0000-757.0000	OPERATING EXPENDITURES	77	500	500	500	50
5013-0000-808.0000	AUDIT & OTHER PROFESSIONAL SERVICE	377	500	560	558	50
5013-0000-818.0001	SAGINAW ST CORRIDOR		10,000	10,000	10,000	
5013-0000-826.0000	LEGAL		500	500	500	50
5013-0000-879.0000	PUBLIC RELATIONS	679	1,000	1,000	1,000	1,00
5013-0000-880.0000	COMMUNITY DECORATIONS	611	8,000	4,640	4,276	8,00
5013-0000-938.0000	LANDSCAPE/MAINTENANCE	54	3,400	6,700	6,674	3,40
5013-0000-956.0000	MISCELLANEOUS		2,000	2,000	2,000	2,00
5013-0000-999.1001	TRANSFER TO GENERAL FUND	2,000	2,000	2,000	2,000	2,00
5013-0000-999.2007	TRANSFER TO POLICE FUND	5,000	5,000		5,000	5,00
5013-0000-999.4001	TRANSFER TO CAPITAL IMPROV.	3,000	3,000	3,000	3,000	3,00
Totals for dept 0000 -		11,798	35,900	30,900	35,508	25,90
TOTAL APPROPRIATIONS		11,798	35,900	30,900	35,508	25,90
NET OF REVENUES/APPROPRIATIONS - FUND 5013		29,599	2,500	7,500	2,892	13,10
	BEGINNING FUND BALANCE	207,577	237,177	237,177	237,177	240,06
	ENDING FUND BALANCE	237,176	239,677	244,677	240,069	253,16

Attachment: DDA Budget FY 2021-2022 (5130 : Downtown Development Authority Budget)

Adopt Resolution 2021-13 to Approve and authorize the following tax millages and fees to be levied for the 2021-2022 fiscal year: General Operating 4.0000 mills; Voted Police 0.9823, Voted Police 0.9947, Voted Police 6.4655 (8.4425 total); Voted Fire 0.9947, a Property Tax Administration Fee of 1% on all tax statements and additional 4% late penalty charge when delinquent.

ATTACHMENTS:

- Resolution 2021-13 Budget FY 2021-22 General Appropriations (DOCX)
- 2021 L-4029 Tax Rate Request(PDF)

RESOLUTION 2021-13
CITY OF BURTON RESOLUTION
APPROVING ALL GENERAL APPROPRIATION FUNDS
FOR THE FISCAL YEAR 2021-2022

WHEREAS, Pursuant to the Official Charter of the City of Burton, the fiscal and budget year of the city shall begin on the first day of July of each year and end on the thirtieth day of June of the following year, and

WHEREAS, Pursuant to the Official Charter of the City of Burton, the adoption of the fiscal year budget shall be made by the City Council, by resolution, at a regular meeting, held no later than the second Monday in June, and

WHEREAS, Pursuant to the Official Charter of the City of Burton, a public hearing shall be held not less than one week before its final adoption, and

WHEREAS, Pursuant to the Official Charter of the City of Burton, said resolution shall designate the sum to be raised by taxation for the general purposes of the city and for payment of principal and interest on its indebtedness,

THEREFORE BE IT RESOLVED, this 21st day of June 2021, that in accordance with the Official Charter of the City of Burton and all applicable federal and state statutes, the Burton City Council has found the proposed budget for fiscal year 2021-2022 is in such form, arrangement and content as required and that all estimates of revenue and appropriation are reasonable, accurate and correctly stated, and

FURTHER RESOLVING, that the taxation rates for the fiscal year 2021-2022 are verified and set as follows: The General Operating rate at 4.0000 mills, the Police Operating rates totaling 8.4425 mills, the Fire Operating rate at 0.9947 of a mill, and the Downtown Development Authority Operating rate at 1.8673 mills and that in itemization, form, arrangement and content, the Fiscal Year 2021-2022 budget will permit the exercise of the Mayor and Controller functions within the municipality in accordance with the Official Charter of the City of Burton and all applicable federal and state statutes and regulations.

Moved by: **Seconded by:**

Members voting YAY:

Members voting NAY:

Absent:

CERTIFICATION

I, Racheal Boggs, Burton City Clerk, attest and certify that the above budget resolution was approved by a majority vote of the members of the Burton City Council at its regular meeting held at 7:00 PM on Monday, June 21, 2021.

Racheal Boggs, City Clerk Date

Attachment: Resolution 2021-13 Budget FY 2021-22 General Appropriations [Revision 1] (5121 : Tax Millages Resolution 2021-13)

Michigan Department of Treasury
614 (Rev. 01-21)

ORIGINAL TO: County Clerk(s)
COPY TO: Equalization Department(s)
COPY TO: Each township or city clerk

L-4029

2021 Tax Rate Request (This form must be completed and submitted on or before September 30, 2021)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes	2021 Taxable Value of ALL Properties in the Unit as of 5-24-2021
Genesee	**649,431,358**
Local Government Unit Requesting Millage Levy	For LOCAL School Districts: 2021 Taxable Value excluding Principal Residence, Qualified Agricutlural, Qualified Forest, Industrial Personal and Commercial Personal Properties.
City of Burton	

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2021 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2020 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2021 Current Year "Headlee" Millage Reduction Fraction	(7) 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
CHARTER	OPER	NA	5.0000	4.6872	0.9989	4.6820	1.0000	4.6820	4.0000		CHARTEI
EV	POLICE	11/05/04	1.0000	0.9834	0.9989	0.9823	1.0000	0.9823	0.9823		6/30/24
EV	POLICE	7/01/007	1.0000	0.9958	0.9989	0.9947	1.0000	0.9947	0.9947		6/30/26
EV	FIRE	08/03/10	1.0000	0.9958	0.9989	0.9947	1.0000	0.9947	0.9947		6/30/31
EV	POLICE	11/05/13	6.5000	6.4727	0.9989	6.4655	1.0000	6.4655	6.4655		6/30/34

Prepared by	Telephone Number	Title of Preparer	Date
ANN M ABBEY	810-743-1500	**ASSESSOR**	**06/21/2021**

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

	Signature	Print Name	Date
☐ Clerk ☐ Secretary			**06/21/2021**
☐ Chairperson ☐ President			

** Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.*

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2021 for instructions on completing this section.	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

Attachment: 2021 L-4029 Tax Rate Request (5121 : Tax Millages Resolution 2021-13)

Michigan Department of Treasury
614 (Rev. 01-21)

ORIGINAL TO: County Clerk(s)
COPY TO: Equalization Department(s)
COPY TO: Each township or city clerk

L-4029

2021 Tax Rate Request (This form must be completed and submitted on or before September 30, 2021)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

Carefully read the instructions on page 2.

County(ies) Where the Local Government Unit Levies Taxes	2021 Taxable Value of ALL Properties in the Unit as of 5-24-2021
GENESEE	**20,578,629**
Local Government Unit Requesting Millage Levy	For LOCAL School Districts: 2021 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.
CITY OF BURTON DDA	

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorize for levy on the 2021 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2020 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2021 Current Year "Headlee" Millage Reduction Fraction	(7) 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
CHARTER	OPER	NA	2.0000	1.8673	1.0000	1.8673	1.0000	1.8673	1.8673		CHARTE

Prepared by	Telephone Number	Title of Preparer	Date
ANN M ABBEY	810-743-1500	**ASSESSOR**	**06/21/2021**

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

	Signature	Print Name	Date
☐ Clerk ☐ Secretary			**06/21/2021**
☐ Chairperson ☐ President			

** Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.*

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2021 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

Attachment: 2021 L-4029 Tax Rate Request (5121 : Tax Millages Resolution 2021-13)

Approve and authorize the City of Burton Budget Resolution for all General Appropriation Act Funds for the 2021-2022 fiscal year and that the City of Burton budget be adopted on a departmental basis.

ATTACHMENTS:

- Budget Workshop Changes 2021-22 (XLSX)
- 2021-16 Budget Resolution FY2021-22 (DOC)

Budget Workshop Recommended Changes to 2021-22 Budget

Updated June 17, 2021

GL#	Description	Fund	Proposed Budget	Recommended Changes	Increase (Decrease)	Notes
1001-1001-818.0002	Special Internal Control Review	General Fund	0	20,000	20,000	Updated to reflect council vote to continue IC au
1001-2009-703.0000	Salary	General Fund	85,000	81,500	(3,500)	Updated to reflect Assessor salary final after vo
1001-2015-703.0000	Salary	General Fund	70,000	71,000	1,000	Updated to reflect Clerk salary final after vo
1001-2053-703.0000	Salary	General Fund	26,500	27,360	860	Updated to reflect Treasurer salary final after vo
1001-2065-975.0001	Roof Replacement	General Fund	0	30,000	30,000	Complete roof replacement at City H
1001-6090-705.0000	Recreation Director Stipend	General Fund	10,000	12,500	2,500	Updated to reflect increase to P&R Director stipe
1001-6090-818.0000	Contractual Services	General Fund	9000	28431	19,431	Update for Fence added from rollover funds from Par
1001-6090-959-7660	Holiday Decorations	General Fund	0	20000	20,000	Add money for holiday decoratio
1001-6090-959.7674	Memorial Day Parade	General Fund	19,200	39,200	20,000	Add money for 50th Anniversary additi
1001-6090-973.1000	Easter Egg Hunt	General Fund	2000	3000	1,000	Additional money for park and rec ever
1001-6090-973.1200	Trick or Treat Trail	General Fund	3,800	4,800	1,000	Additional money for park and rec ever
1001-6090-973.1300	Tree Lighting Ceremony	General Fund	3000	4000	1,000	Additional money for park and rec ever
1001-6090-973.1400	Pizza With Santa	General Fund	2,800	3,800	1,000	Additional money for park and rec ever
1001-9099-999.2002	Transfer to Major Streets	General Fund	0	35,000	35,000	Updated to reflect approve additions to other departmer
1001-9099-999.2003	Transfer to Local Streets	General Fund	30,000	1,535,000	1,505,000	Updated to reflect approve additions to other departmer
1001-9009-999.2006	Transfer to Fire Department Fund	General Fund	879200	904200	25,000	Updated to reflect approve additions to other departmer
1001-9099-999.2007	Transfer to Police Fund	General Fund	252,000	407,000	155,000	Updated to reflect approve additions to other departmer
1001-9099-999.2069	Transfer to Senior Citizens Fund	General Fund	180000	230000	50,000	Updated to reflect approve additions to other departmer
1001-9099-999.6061	Transfer to Motor Pool	General Fund	0	935000	935,000	Updated to reflect approve additions to other departmer
2002-0000-691.0000	Transfers from Other Funds	Major Streets Fund	0	35,000	35,000	Updated to reflect approve additions from the General Fu
2002-4074-757.7100	Material Signs	Major Streets Fund	40,000	70,000	30,000	Solar stop sig
2002-4069-757.0000	Operating Expenditures	Major Streets Fund	30,000	35,000	5,000	Increase for culve
2003-0000-691.1001	Contribution from other funds	Local Streets Fund	30,000	1,535,000	1,505,000	Updated to reflect approve additions from the General Fu
2003-4063-818.5000	Road Repavement	Local Streets Fund	0	1,500,000	1,500,000	Establish line and transfer for local street repaveme
2003-4069-757.0000	Operating Expenditures	Local Streets Fund	8,000	13,000	5,000	Increase for culve
2006-0000-691.1001	Transfer from General Fund	Fire Fund	879,200	904,200	25,000	Updated to reflect approve additions from the General Fu
2006-2006-703.0000	Salary	Fire Fund	70,000	74,000	4,000	Updated to reflect Fire Chief increa
2006-2006-977.7089	New Equipment	Fire Fund	55,000	80,000	25,000	Additional tornado sir
2007-0000-691.1001	Transfer from General Fund	Police Fund	252,000	407,000	155,000	Updated to reflect approve additions from the General Fu
2007-2007-818.0000	Contractual Service	Police Fund	50,000	57,200	7,200	Addition of annual expense for body camer
2007-2007-931.0000	Building Repair	Police Fund	27,000	51,500	24,500	Rollover of improvements to the training room and admin are
2007-2007-984.0000	Equipment	Police Fund	1,700	331,500	329,800	Rollover of $182k plus addition $147,800 of body cams and rada
2007-2007-975.0003	Parking Lot and Sidewalks	Police Fund	0	200,000	200,000	Rollover for unfinished proje
2069-0000-691.1001	Contribution from General Fund	Senior Citizens Fund	180,000	230,000	50,000	Updated to reflect approve additions from the General Fu
2069-2069-818.0000	Contractual Services	Senior Citizens Fund	17,000	42,000	25,000	Add for architectural engineer for building expansi
2069-2069-931.0001	Repair and Maint Burton Mem Library	Senior Citizens Fund	0	25,000	25,000	Add separate line and allocate funds for repairs at the libra
2077-0000-651.0000	Race Admission Fees	Burton Mile Fund	5,000	0	(5,000)	Remove expected revenue (no longer existing race)

Attachment: Budget Workshop Changes 2021-22 [Revision 1] (5129 : Budget resolution 2021-16)

GL#	Description	Fund	Proposed Budget	Recommended Changes	Increase (Decrease)	Notes
5090-5090-920.0000	Utilities	Sewer Fund	0	5,000	5,000	Add share of utilities to sewer fund
5091-5091-920.0000	Utilities	Water Fund	10,000	5,000	(5,000)	Allocate portion of utilities to sew
5091-5091-968.0000	Depreciation Expense	Water Fund	690,000	697,500	7,500	Depreciation expense on water tower interior painti
5091-5091-995.2011	Interest 2011 Fenton Road Project	Water Fund	6,282	6,563	281	Interest correction for annual payme
6061-0000-650.0606	Material Sales-Culverts	Motor Pool	5000	15,000	10,000	Add for additional culve
6061-0000-650.0607	Material Sales-Traffic Signs	Motor Pool	15000	45,000	30,000	Add for additional blinking stop sig
6061-0000-691.1001	Transfer from General Fund	Motor Pool	0	935,000	935,000	Updated to reflect approve additions from the General Fu
6061-6061-746.7006	Culverts	Motor Pool	5,000	15,000	10,000	Add for additional culve
6061-6061-749.7007	Traffic Signs	Motor Pool	15000	45,000	30,000	Add for additional blinking stop sig
6061-6061-968.0000	Depreciation Expense	Motor Pool	350000	396,025	46,025	Add for Capital asset purchases at $935,0

Attachment: Budget Workshop Changes 2021-22 [Revision 1] (5129 : Budget resolution 2021-16)

CITY OF BURTON
GENESEE COUNTY MICHIGAN

RESOLUTION 2021-16

RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF BURTON, A MUNICIPAL CORPORATION OF GENESEE COUNTY, DOES HEREBY:

_____ moved and _____seconded the following:

Approve and authorize the City of Burton Budget Resolution for all General Appropriation Act Funds for the 2021-2022 fiscal year and that the City of Burton Budget be adopted on a departmental basis.

CERTIFICATION:

I, Racheal Boggs, 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 Council Meeting of the City of Burton Council held at Burton City Hall, June 21, 2021 by the following vote:

Ayes:
Nays:
Absent:

Dated: June 21, 2021

_____
Racheal Boggs, City Clerk

Prepared by:
Racheal Boggs
City of Burton
4303 S. Center Rd
Burton, MI 48519

Attachment: 2021-16 Budget Resolution FY2021-22 (5129 : Budget resolution 2021-16)

Approve and authorize the first reading Ordinance 2021-6-72.01. An Ordinance amending the Burton City Code of Ordinances by the addition of chapter 72. A chapter to permit and regulate the use of golf carts within the city and to provide the penalty for the violation thereof.

HISTORY:

06/07/21 Legislative Committee RECOMMENDED

Mr. Fenner stated we have done some extensive research on this. There are quite a few state laws governing this that we cannot change. We can adopt an ordinance and we can add restrictions but we cannot change what the state dictates. This is allowable for populations of 30,000 and under and we fall just below that.

Attorney Doyle stated I would like to make clear which vehicles we are discussing today. Are we speaking about only golf carts or are we including ORV's?

Mr. Fenner stated we are only here tonight to address golf carts. This is not for ATV's, ORV's or four wheelers. The state allows a 15 MPH maximum speed limit. They cannot go on roads with a speed limit exceeding 30 MPH. They cannot be driven on sidewalks. They have to be driven only by individuals 16 years or older with a valid driver's license. These are all state rules we will have to abide by. There are other things we can add such as obtaining a permit and brake lights.

Mr. Martinbianco stated if we make the determination to allow this on local streets, our neighbors in the Genesee and Lippincott area will not have a good chance to get off of Genesee or Lippincott until they come back to the subdivisions Lapeer Manor or Lapeer Heights. Do we have to make an exception for limited travel on those streets for these individuals?

Attorney Doyle stated I do not believe we can make an exception. They are allowed to cross the road or use a path alongside the road.

Mr. Martinbianco asked if the shoulder of the road is considered a path.

Attorney Doyle said, no it is not. The law says you can only cross the road when necessary.

Discussion ensued regarding speed limits, maximum speed of a golf cart and enforcement of golf carts.

Mrs. Conley stated I don't mind golf carts. I think you need to have a license. As long as kids aren't on them abusing them.

Mr. Fenner stated there are golf carts going down Saginaw Street or on the sidewalk and that is not allowed. In light of all the state rules, there are other things we can add to this such as a permit policy or different signals and lights. I wouldn't mind seeing a brake light on them. Can we ask them to show proof that this has been added to the home owners policy?

Attorney Doyle stated it is tricky. Michigan is a no fault state and the statute excludes golf carts from having auto insurance. Are we preempted by the state from doing that? I would argue, no but that is something we will have to get into later.

Mr. Fenner stated we need to consider the amount of paperwork required by our city staff. I am in favor of golf carts being allowed in the manner in which the state dictates.

Mr. Martinbianco asked if there was anything from the county regarding this.

Mr. Fenner stated the county deferred it to the cities under 30,000 in population.

Mr. Matinbianco wants to know how the 2020 census numbers could impact this decision. Do we have preemptive rights if our numbers go over 30,000?

Attorney Doyle stated it is based on the 2010 census according to the state statute.

Mr. Fenner stated the state does not allow golf carts to be operated after dark. We can require other things such as mirrors and lights however, I do not want to burden our residents with anymore than just following the state guidelines.

Mr. Martinbianco stated we are trying to be proactive and neighborly. I would like the Police Department to communicate problems with the administration so we can handle them.

Attorney Doyle will draft an ordinance for City Council that mirrors the state statute and provide it to the City Clerk for the first reading.

ATTACHMENTS:

- 2021-6-72.01 golf cart ordinance (DOCX)

CITY OF BURTON
COUNTY OF GENESEE, MICHIGAN

ORDINANCE 2021 - 6 -72.01et seq.

AN ORDINANCE AMENDING THE BURTON CITY CODE OF ORDINANCES BY THE ADDITION OF CHAPTER 72. A CHAPTER TO PERMIT AND REGULATE THE USE OF GOLF CARTS WITHIN THE CITY AND TO PROVIDE THE PENALTY FOR THE VIOLATION THEREOF.

THE CITY OF BURTON HEREBY ORDAINS:

SECTION I

Chapter 72, is hereby added and shall read as follows:

72.01 PURPOSE

These regulations are intended to secure the public peace, health and safety of the residents and property owners of the City of Burton by the regulation of the use of golf carts on public roads within the City and to provide penalties for the violation of these provisions.

72.02 DEFINITIONS

A. Golf cart means a vehicle designed for transportation while playing the game of golf. Off-road vehicles, such as Gators, all-terrain vehicles (ATVs), a multitrack or multi-wheel drive vehicle, dune buggy, or like-vehicles are not considered golf carts.
B. Maintained portion means that portion of a road improved, designated or ordinarily used for vehicular traffic.
C. Operate means to ride in or on, or be in actual physical control of the operation of the golf cart. Operator means a person who operates or is in actual physical control of the operation of a golf cart.
D. Street means a road, roadway, street or right-of-way within the City of Burton street system, but does not include a private road.
E. The terms road, roadway, street and right-of-way are interchangeable.
F. Sunset and sunrise mean that time determined by the National Weather Service on any given day.

72.03 OPERATION OF GOLF CARTS ON CITY STREETS

A person may operate a golf cart on City streets, subject to the following restrictions:

Attachment: 2021-6-72.01 golf cart ordinance (5122 : First Reading of Golf Cart Ordinance)

A. A person shall not operate a golf cart on any street unless he or she is at least 16 years old and is licensed to operate a motor vehicle.
B. The operator of a golf cart shall comply with the signal requirements of MCL 257.648, as amended, that apply to the operation of a vehicle.
C. All golf carts are required to have a red reflector on the rear of the golf cart that shall be visible from all distances up to 500 feet when in front of lawful low beams of headlamps on a motor vehicle.
D. The operator of a golf cart shall obey by all sections pertaining to traffic in the Michigan Vehicle Code and the Uniform Traffic Code.
E. A person operating a golf cart upon a roadway shall ride as near to the right side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.
F. A person shall not operate a golf cart on a state trunk line highway. This subsection does not prohibit a person from crossing a state trunk line highway when operating a golf cart on a street of the City, using the most direct line of crossing.
G. Where a usable and designated path for golf carts is provided adjacent to a road or street, a person operating a golf cart shall be required to use that path. A golf cart shall not be operated on a sidewalk constructed for the use of pedestrians.
H. A person operating a golf cart shall not pass between lines of traffic but may pass on the left of traffic moving in his or her direction in the case of a two-way street, or on the left or right of traffic, in an unoccupied lane, in the case of a one-way street.
I. A golf cart shall be operated at a speed not to exceed 15 miles per hour and shall not be operated on a roadway or street with a speed limit of more than 30 miles per hour except to cross that roadway or street.
J. A golf cart shall not be operated on the streets of the City during the time period from one-half hour before sunset to one-half hour after sunrise.
K. A golf cart shall not be used to carry more persons at one time than the number for which it is designed and equipped.
L. Golf carts shall not be operated on a road or street in a negligent manner, endangering any person or property, or obstructing, hindering, or impeding the lawful course of travel of any motor vehicle or the lawful use by any pedestrian of public streets, sidewalks, paths, trails, walkways or parks.
M. This section does not apply to a police officer, City officials, employees, contractors or volunteers in the performance of City duties.

72.04 PARKING REGULATIONS

The parking, stopping, and standing regulations provided in the City Code, which may be adopted by reference therein, shall also apply to golf carts operated in the City, as if they are motor vehicles under those provisions.

Attachment: 2021-6-72.01 golf cart ordinance (5122 : First Reading of Golf Cart Ordinance)

72.05 VIOLATIONS AND PENALTIES

(A) Any person violating any provisions of this article shall be responsible for a civil infraction. The penalty for the first offense shall be $100.00. For any second or subsequent repeat offense, the fine shall be no more than $250.00.

(B) A court may order a person who causes damage to the environment, a road, or other public property as a result of the operation of a golf cart to pay full restitution for that damage above and beyond the penalties paid for civil infractions.

SECTION II – SEVERABILITY

If any part of this ordinance shall be determined to be unenforceable by a court of competent jurisdiction, that part shall be deemed to be severed and removed from the body of this ordinance, and the rest shall remain in full force and effect.

SECTION III – IMMUNITY

The City of Burton is immune from tort liability for injuries or damages sustained by any person arising out of the operation or use of a golf cart on maintained or unmaintained roads, streets, shoulders, and rights of way over which they have jurisdiction.

SECTION IV – PRIOR ORDINANCES

All City ordinances and resolutions or a part thereof, insofar as the same may be in conflict herewith, are hereby repealed.

SECTION V

This Ordinance 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: DUANE HASKINS, MAYOR

Attachment: 2021-6-72.01 golf cart ordinance (5122 : First Reading of Golf Cart Ordinance)

_____

By: RACHEAL BOGGS, CLERK

Ordinance introduced on: 6/21/21
Second Reading:
Publication date:
Effective date:

Attachment: 2021-6-72.01 golf cart ordinance (5122 : First Reading of Golf Cart Ordinance)

Approve and authorize the second reading of amended Ordinance 30.03. An ordinance to amend Chapter 30.03 (F) of the City of Burton Code of Ordinances by the increase in the compensation of the Attorney of the City of Burton and to provide for the effective dates thereto.

The compensation for the City Attorney of the City of Burton shall be an amount determined by the Council not in excess of the following amounts for the periods set forth: July 1, 2021 until modified by ordinance: $140 per hour.

HISTORY:

05/17/21 Legislative Committee RECOMMENDED

Mr. Martinbianco asked Attorney Doyle, if she still uses Mr. Joliat on cases.

Attorney Doyle said, yes. I still use Mr. Joliat from time to time when necessary.

Mr. Martinbianco asked, if it was difficult during Covid?

Attorney Doyle said, yes. It has been better in some ways, but incredibly difficult in other ways.

Mr. Martinbianco asked, who audits what the district court rebates us back? Does that come before you or does that go to the Treasurer's office?

Attorney Doyle stated it goes to the Treasurer's office. I am sure I could have access to that information though. In municipal civil infractions, the majority of that goes directly to the city. The problem is that it takes a while, so what I have started doing in conjunction with Amber Abbey and Frank Cherveny is bypassing the court entirely. When we remedy these code violations we tell people to go to the Department of Public Works and pay them directly.

Mr. Martinbianco asked, is there any kind of incentive we could offer people to come to the Department of Public works and pay directly?

Attorney Doyle stated we do when there are plea offers and negotiations with the blight matters. I do not see them unless they are habitual or unless they are serious. In serious matters, they have to go before the judge.

Mr. Martinbianco stated in addition to the City of Burton, I see you also work with Montrose Township, Genesee Township, City of Mount Morris and Monitor township.

Attorney Doyle said, yes. I no longer work with Monitor Township.

Mr. Martianbianco stated I ask that question because I want to make sure the concerns of the city are handled. In my opinion you have done a great job taking care of that.

Attorney Doyle said, thank you. The City of Burton makes up 75-80 percent of my time.

Mrs. Conley asked, do you know when the courts plan on opening?

Attorney Doyle stated I believe the Circuit Court jury trials will resume in June. It is my understanding that the District Court will not be opening up for jury trials, but they will be

L.1

opening up for in jail preliminary exams. At this time, we are scheduling jury trials out to September just in case. If we can have them earlier, we will reschedule.

Mr. Fenner asked, when you say the City of Burton makes up about 75-80 percent of your time, our city is the largest single population of people you work with correct?

Attorney Doyle said, yes that is correct.

Mr. Fenner asked, did you receive any kind of PPE or hazard pay through Covid?

Attorney Doyle stated I did not receive hazard pay. I was not required to be anywhere in person. Everything I needed to do, I could do via Zoom or on the phone. I did receive benefits for small business.

Mr. Fenner asked, on average how many hours do you bill the City monthly?

Attorney Doyle stated on average 27-30 hours every pay period.

Mr. Fenner stated that would be around 50-60 hours a month.

Mr. Martinbianco made a motion to send to City Council an increase to the City Attorney's hourly rate to $140.00, effective July 1, 2021.

06/07/21 City Council CARRIED TO SECOND READING

City Council voted to increase the City Attorney rate of pay to $140 per hour. Second reading for final approval to take place at the next regular meeting on June 21, 2021.

ATTACHMENTS:

- Attorney Fees Comparison 5-17-21 (PDF)
- 30.03 (F) City Attorney Compensation (DOCX)

Table 1

	Municipal Attorney Fees by Jurisdiction and Attorney					
Jurisdiction	**Attorney**	**Hourly Rate**				
Argentine Towsnship	Bill Delzer	$125.00				
Atlas Township	Bill Delzer	$125.00				
City of Burton	Amanda Doyle	$125.00				
City of Flushing	Matt McKone	$125.00				
City of Mt Morris	Amanda Doyle	$125.00				
City of New Lothrop	Matt McKone	$135.00				
City of Swartz Creek	Mike Gildner	$140.00				
Davison Township	Bill Delzer	$125.00				
Fenton Township	Jack Belzer	$140.00				
Gaines Township	Mike Gildner	$140.00				
Grand Blanc Township	Bill Delzer	$125.00				
Montrose Township	Amanda Doyle	FLAT MONTHLY FEE				
Mundy Township	Jack Belzer	$140.00				

Attachment: Attorney Fees Comparison 5-17-21 (5107 : Second Reading of Chapter 30.03 (F) of Burton City Charter)

30.03 ADMINISTRATIVE OFFICERS; COMPENSATION AND BENEFITS ADOPTED.

(A) ***UNCHANGED***

(B) ***UNCHANGED***

(C) ***UNCHANGED***

(D) ***UNCHANGED***

(E) ***UNCHANGED***

(F) The compensation for the City Attorney of the City of Burton shall be an amount determined by the Council not in excess of the following amounts for the periods set forth: July 1, 2021 until modified by ordinance: $140 per hour.

Attachment: 30.03 (F) City Attorney Compensation (5107 : Second Reading of Chapter 30.03 (F) of Burton City Charter)