



CITY OF BURTON
BURTON CITY COUNCIL MEETING
MAY 16, 2022
MINUTES

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 7:14 PM.

A. INVOCATION LED BY: GREG HULL

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

C. ROLL CALL

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

D. APPROVAL OF AGENDA

1. Motion to Approve the Agenda as Presented.

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

E. STAFF PRESENT

Duane Haskins, Mayor
Racheal Boggs, City Clerk
Charles Abbey, DPW Director/HR
Brian Ross, Police Chief
Kirk Wilkinson, Fire Chief

F. APPROVAL OF MINUTES

1. City Council - Public Hearing - May 2, 2022 6:30 PM

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

2. City Council - Regular Meeting - May 2, 2022 7:00 PM

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

G. ADMINISTRATIVE REPORTS

Mayor Haskins gave a report on the following:

- The Police Department Parking lot and Veterans Memorial pavers are anticipated to be complete by the weekend, weather permitting.
- Maplewood Meadows repaving project should be complete by the end of the week.
- A special thank you to the City employees for all their hardwork, keeping up with the day to day operations and then all the extra preparation for our 50th Anniversary and Memorial Day Celebration.
- Request to add Agenda item #6 High Weed Cutting Contract.
- Tonight City Council received a copy of the City of Burton's Purchasing Policy for the \$5,000.00 that was allocated for Mrs. Conley to use for the 50th Anniversary Celebration.

H. COMMITTEE REPORTS

Mrs. Conley stated the Burton Library will be celebrating the 50th Anniversary on Saturday, May 28th with a ribbon-cutting ceremony at 10:00 AM, a book sale, and events for the kids.

Mr. Hull stated there will be a clean-up at Fireman's Park on Saturday, June 11, 2022, at 9:00 AM.

Mrs. Conley stated I would like to invite everyone to the Burton City Council Meet and Greet on Sunday, May 29, 2022, from 2-6 PM.

Mr. Smith stated If you are a Veteran that served from November 11, 1955, through May 15, 1975, you are considered a Vietnam Era Veteran. The Department of Defense has a pin to thank you for your service. A pin is available for your spouse if you were married during that time to thank them for their support. There will be a booth set up during the 50th Anniversary and Memorial Day Celebration where you can pick up your pin. If you are unable to attend the event and would like a pin, you can contact Steve Welch at 810-348-7738.

Mr. Fenner reported updates from the Central Communications 911 Consortium Meeting. They have implemented their protocols for those communities that are exclusively signed up to a service and they have opted to buy some new computers. For the LED Committee, I

have not found any grants yet, but I did get an estimate for products that would cover a 1/4 mile stretch.

Mr. Smith reminded everyone about the Memorial Day 5k Race, if you would like to register you can go to burtonraceseries.com.

1. Motion to Add to the Agenda; Approve and authorize the weed cutting agreement with Liem Enterprise, Inc., 1417 Sand Piper Dr., Grand Blanc, Michigan 48439 and authorize the Mayor and the City Clerk to execute any and all documents required to effectuate this Weed Cutting Agreement.

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

2. Motion to Add to the Agenda: Approve and authorize the beer tent on May 27th, 28th and 29th

Mrs. Conley stated I had some concerns about the beer tent, so I called Attorney Doyle and she suggested to add it to the agenda tonight.

Attorney Doyle stated my advice was if you wanted to make it an agreement that you are in support of, but it is not legally required to do so.

Mr. Fenner asked Attorney Doyle if we need to be more specific with the motion.

Attorney Doyle said, no.

Mr. Hull asked, if it is not legally required then why are we adding it?

Mrs. Conley stated I have an issue having a beer tent because the Burton Rotary did not come in and show City Council their paperwork. I would have liked to see more information.

Mayor Haskins stated there has been no hidden agenda, the beer tent has been talked about since we started planning the event. Not once has anyone reached out to me and asked for documentation. I would be more than happy to provide you with any documentation you ask for.

Mrs. Conley asked, who will receive the profits raised from the beer tents?

Mayor Haskins stated it is a fundraiser for the Burton Rotary. They will receive the profits.

Mr. Hull asked, the beer tent is scheduled for just Friday, Saturday and Sunday correct?

Mayor Haskins said yes, that is correct there will be no beer tent on Monday.

Discussion continued regarding the beer tent and rules and regulations to obtain a liquor license.

RESULT:	CARRIED [5 TO 1]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Vaughn Smith, Councilman
AYES:	Heffner, Smith, Fenner, Conley, Hickson
NAYS:	Hull
EXCUSED:	Martinbianco

I. AUDIENCE PARTICIPATION

None.

J. COUNCIL DISCUSSION

Mr. Fenner stated I had a resident reach out to me from Maple Creek, they are having their Homeowner's Association Meeting on Tuesday, May 24, 2022. They are interested and would like more information on the 50/50 program.

Mr. Smith stated I had a resident approach me about the 50/50 program, too. I gave her the information and told her to reach out to Amber Abbey.

Mr. Heffner stated it has been a year now since our Police Department received body cams. I want to ask the Legislative Chair to set up a legislative meeting to set a policy for the body cams.

Mr. Fenner stated I just want to clarify that our Town Hall Meeting will be on Wednesday, May 18, 2022, at 7:00 PM.

Mr. Heffner said, yes.

K. COUNCIL ACTION

1. Approve and authorize the payment of Attorney Billing (Doyle) 4/28/22 to 5/10/22 in the amount of \$4,033.90.

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

2. Approve and authorize the payment of Attorney Billing (Masud) 3/1/2022 to 4/19/2022 in the amount of \$5,040.00.

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

3. Approve and authorize the request for a Residential Sanitary Water & Sewer Installer's License for Steve's Plumbing and Heating, LLC., 1212 North Genesee Road, Burton, Michigan 48509.

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

4. Approve and authorize the updates and revision to the Burton Parks & Recreation Bylaws.

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

5. Approve and authorize the Mayor and City Clerk to execute a contract with Genesee County, 1101 Beach Street, Flint, MI 48502, to receive American Rescue Plan Act (ARPA) funds towards the construction of the Atherton Road Watermain Phase 1 project in the amount of 33% of the construction, contract estimate is \$164,175.00.

Mrs. Conley stated I saw an article in the paper that the Genesee County Commissioners gave \$43 million dollars to local municipalities. How was the decision made to use that for the water main instead of the sewers or a larger project?

Mayor Haskins stated we applied for a lot of things, but for further details I will defer to our DPW Director, Mr. Abbey.

Mr. Abbey stated there are a lot of different funds with ARPA funding. We applied for every grant and funding we were eligible for. We asked the county for a 50/50 match, but because they want help out as many communities as they can, they will only do the 33%.

Mr. Heffner asked if the \$164,175.00 was the cost for the City of Burton.

Mr. Abbey said, no. That is the county's portion.

Mr. Heffner asked, what would be the cost to the city?

Mr. Abbey stated I do not have the exact cost with me tonight, but I believe it was somewhere around \$490,000.00.

Mr. Heffner asked where those funds would come from.

Mr. Abbey stated wherever you choose, it could come from our ARPA funds.

Mr. Heffner stated I thought we have already used our ARPA funds. It was put into General Fund.

Mr. Abbey stated it has not been used, it was allocated to General Fund. You have to delegate where you are going to spend that money at some point.

Mr. Heffner asked if it would be a Bolt violation if we spend the funds on water.

Mr. Abbey said, no. ARPA was designed for infrastructure, water and sewer.

Mr. Heffner stated now that it is in General Fund, it isn't ARPA funds anymore.

Mr. Abbey said yes, it is. It is always ARPA funds and explained the difference between ARPA funds and General Fund.

Mr. Heffner asked Attorney Doyle for her opinion.

Attorney Doyle stated my understanding is there are different requirements for ARPA funds.

Discussion continued regarding ARPA funds and the construction of the Atherton Road Watermain Phase 1 Project.

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

6. Approve and authorize the weed cutting agreement with Liem Enterprise, Inc., 1417 Sand Piper Dr., Grand Blanc, Michigan 48439 and authorize the Mayor and the City Clerk to execute any and all documents required to effectuate this Weed Cutting Agreement.

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

7. Approve and authorize the beer tent on May 27th, 28th and 29th.

RESULT:	FAILED [3 TO 3]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Vaughn Smith, Councilman
AYES:	Heffner, Smith, Fenner
NAYS:	Conley, Hull, Hickson
EXCUSED:	Martinbianco

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

Meeting was adjourned at 8:25 PM.



CITY OF BURTON
BURTON CITY COUNCIL MEETING
MAY 2, 2022
MINUTES

Council Chambers

Public Hearing

6:30 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 6:30 PM.

A. CALL TO ORDER

Mr. Heffner called the meeting to order at 6:31PM.

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

B. PRESENTATION

Mayor Haskins stated there is no presentation.

Mr. Heffner turned the meeting over to Finance Chair, Tom Martinbianco.

C. OPEN PUBLIC HEARING

1. Public Hearing on Proposed Budget for Fiscal Year 2022-2023

Mr. Martinbianco stated we discussed the agenda for budget workshops at the last meeting. We are conducting this Public Hearing in compliance with the City Charter. A copy of the proposed budget is available in the Clerk's Office.

Mr. Heffner called for audience participation.

No audience participation.

D. CLOSE PUBLIC HEARING

The Public Hearing was closed at 6:36PM.

Meeting was adjourned at 6:36 PM.

Minutes Acceptance: Minutes of May 2, 2022 6:30 PM (APPROVAL OF MINUTES)



CITY OF BURTON
BURTON CITY COUNCIL MEETING
MAY 2, 2022
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	Vice President	Present	
Steven Heffner	President	Present	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Councilman	Present	
Christina Conley	Councilwoman	Present	
Greg Hull	Councilman	Present	
Christina Hickson	Councilwoman	Present	

D. APPROVAL OF AGENDA

1. Motion to approve the agenda as presented.

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

E. STAFF PRESENT

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

F. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Apr 18, 2022 7:00 PM

Minutes Acceptance: Minutes of May 2, 2022 7:00 PM (APPROVAL OF MINUTES)

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

G. ADMINISTRATIVE REPORTS

Mayor Haskins gave a report on the following:

- Tonight council was presented with the 3-year forecast as requested.
- The Veterans Memorial project is underway. We contacted the contractor to see if there was anything we could do to help save cost. They stated if we took the pavers up ourselves, we might be able to save \$1,500-\$3,000. We went out and removed the pavers. Thank you to everyone who helped.
- A special thank you to Lindsey Bice for weeding the flowerbeds around City Hall.
- The schedule for the 50th Anniversary and Memorial Day celebration is all set. We will have tons of activities for all ages. Thank you to the volunteers and sponsors. Council has received the 50th Anniversary lapel pins, we are hoping to give them to all past elected leaders and sponsors.
- The Police Department parking lots are well underway and will be complete by Memorial Day weekend.
- An update on the Treasury and Census numbers coming in lower than expected: we did receive the money and the credit and do not have to pay back the \$131,000.
- A reminder that there is an election tomorrow for Precincts 5, 6 and 11. These are school proposed millages for Kearsley and Carman Ainsworth Schools.
- Maplewood Meadows is underway. They are hoping to begin milling and resurfacing on Monday.

1. April 2022 Investment Report

H. COMMITTEE REPORTS

Mrs. Conley thanked everyone who came out to the Fire Station to remove the Christmas lights. I would have come to help remove the pavers at Veterans Memorial. What are you going to do with the old pavers?

Mayor Haskins stated at this time we are not sure. If we can sell them, we will do that.

Mr. Heffner thanked all the volunteers for the help at the Veterans Memorial.

1. Motion to add to the agenda: Approve and authorize Tina Conley, together with the Council President, acting on behalf of the City Council to expend city funds not to exceed \$5,000 budgeted for the Council 50th/Memorial Day celebration to procure items necessary for the Council's Meet and Greet Reception on May 29, 2022 including tent, tables, refreshments, decorations and the advertisement and promotion of same.

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

I. AUDIENCE PARTICIPATION

Sadonna Myers of Alberta Avenue in Burton and President of the Friends of the Burton Library invited everyone to the book sale on Saturday, May 28th at 10:00AM during the Burton Library Grand Opening. Thank you to Buck Coultas who has been instrumental in helping out at the library. Thank you to the DPW staff as well for their help over the years.

Rebecca Jurva-Brinn of West Overpass in Grand Blanc stated she is running for 7th Circuit Court Judge in Genesee County. I have been a Prosecutor in Genesee County for 16 years. I am one of three candidates running for Judge Beagles seat, who is retiring. I do believe I am the most qualified candidate for the position. I hope you will consider voting for me in the Primary on August 3, 2022.

Kevin Burge of Genevieve Street in Burton stated I dropped off some papers about Memorial Day weekend. We have a car show and a corn hole tournament and we are looking for participants. The parade applications can be filled out online or in person and everyone, including council members needs to fill one out.

Deb Walton of Carman Street in Burton stated I brought some information regarding the President's nomination. The City Charter section 4.7 (k), oath of office, section 3.7, code of ethics, section 30.04 (4)(7)(9)(10). Discrimination, intimidation, bullying, name calling, swearing, and yelling at council members when we went against the President's point of view are all things I experienced as a council member. I am asking the council and City Attorney to take responsibility on the President's appointment and resolve this tonight.

J. COUNCIL DISCUSSION

Mr. Martinbianco stated we have plans for a great weekend for the 50th Anniversary and Memorial Day. I would like to know if there is a site plan for the event. The City Council is anticipating a place for a tent, not in the police room, so we can entertain in the fashion we see fit. If we are going to have a beer tent, we have to do it quick because the LCC has to have the license in hand. There has to be security around the tent and include the hours of operation. Has this been done?

Mayor Haskins said, yes. This has all been taken care of.

Mr. Martinbianco stated the license has to come before City Council. We will have to do this at our next meeting. Who is the contact with the Rotary?

Mayor Haskins stated we have submitted everything and we are waiting on the state to issue the license.

Mr. Martinbianco stated we should be able to put the City Council tent in a location that is most available.

Mayor Haskins stated I have no problem with the City Council having a tent. No one has talked to me about it. Someone needs to communicate with me so we can get it there. Logistically, we already have everything planned out.

Mr. Martinbianco stated I still haven't seen a site plan.

Minutes Acceptance: Minutes of May 2, 2022 7:00 PM (APPROVAL OF MINUTES)

Mayor Haskins stated that will be a big part of the council talking to us, communication is key.

Mrs. Conley asked if she can come in tomorrow to talk to the Mayor.

Mayor Haskins said, yes. Call me and we will set up a time.

Mr. Smith stated I have been on City Council since 2010 and after an election, we always pick the Council President the same way. This was brought to my attention and I am looking at section 4.7(k) of the City Charter and I would like the City Attorney's opinion. Are we violating the City Charter unknowingly? How do we move forward, procedurally?

Attorney Doyle stated you first have to decide what amount you consider a substantial amount. The charter says "a substantial direct or indirect financial interest". If the council decides that \$500 a year is not a substantial amount, there would never need to be a vote. If council decides \$500 a year is substantial and the president should have been recusing himself, at this point, all it requires is a vote that he abstain.

Discussion regarding the organization of the council, the City Charter and voting.

Mr. Heffner stated I voted Mrs. Walton for the Planning Commission, City Council and Parks & Recreation. For her to say that I vote against everything she wants is not true.

Mr. Smith stated I am trying to find out what we need to do in the future. Procedurally, what is the right thing to do?

Attorney Doyle stated you need to figure out if you believe a Council President making an additional \$500/year is a substantial financial interest. If historically, it hasn't been, then so be it. It appears that the \$500 difference was never substantial enough to require an abstention.

Mr. Martinbinaco stated in my 35 years, in all councils that have come before me and with me, this is the way we have done it. You follow prior practice.

Attorney Doyle stated I would agree in this case. There is no case law to look to so you go to past practice.

Mr. Smith stated so, we are not disregarding the City Charter by continuing to do what we have been doing.

Attorney Doyle said, no. The only issue then would be, was it necessary for Mrs. Walton to abstain at that time? I may have given her the wrong advice.

Mr. Heffner stated you gave her the same advice I gave her. Truthfully, we did it wrong that night. I have done some research since then. The council should have voted to release her from voting. That is the way the charter reads.

Attorney Doyle stated based on the decision here tonight, it wouldn't have been necessary for her to abstain. The advice I gave her would have been incorrect at that time, looking back.

Mr. Martinbianco stated the Controller brought it to his attention that the charter states the budget shall be approved by the second Monday in June, not by the second meeting in June. This has been violated in the past.

Mr. Fenner asked to get back to the topic. Should council set an amount we think is a substantial monetary gain for future votes? It does seem discriminatory to not allow Mrs. Walton to vote for a \$600 gain but to allow Mr. Heffner to vote for a \$500 gain because of past practices. Do we need to set an amount that we define as substantial for future votes?

Attorney Doyle said, it might make things easier.

Mr. Martinbianco stated the rate of compensation of the Council President is in the charter. This would come through the salary compensation commission.

Mr. Fenner stated we are just determining what is substantial for all future votes. I am suggesting we look into it.

Discussion continued regarding Council President's pay, all other commissions of the city and councils opinion of substantial gain.

Mr. Martinbianco scheduled a Finance Meeting on Monday, May 9, 2022 5:30PM to discuss this further.

Mrs. Conley stated the Veterans Memorial is looking really good. I passed out some pictures of statues. They would look good around the memorial.

K. COUNCIL ACTION

1. Approve and authorize the payment of Attorney Billing (Doyle) 4/14/22 to 4/27/22 in the amount of \$5,319.40.

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

2. Approve and authorize the appointment of Tim Rapacz, 2309 Deer Hollow, Burton, MI 48519 to City of Burton Zoning Board of Appeals, term serving April 2022 through April 2025.

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

3. Approve and authorize the request for a Residential Sanitary Water & Sewer Installer's License for Carson Site-Prep, LLC., P.O. Box 748, Goodrich, Michigan 48438.

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

4. Approve and authorize the request for a Residential Sanitary Water & Sewer Installer's License for D & M Services Pro, LLC., 422 Rising St., Davison, Michigan 48423.

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

5. Approve and authorize the Mayor and Clerk to amend the scope of the Community Development Block Grant monies allocation as follows: Sidewalk- Scottwood from Barnes to Fern -\$30,545.00 transferred to into Scottwood Paving Project for total amount adjustment to \$232,994.00. All other percentages are to remain as previously approved.

Mr. Heffner stated this is exciting. We have been working on it for three years now and you did a great job making the dollars we have fit the project.

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

6. Approve and authorize the Mayor and City Clerk to execute a contract with Superior Contracting, 3044 VanDyke Road, Almont, MI 48003, for the Community Development Block Grant Project of the paving of Scottwood, Parkwood and Bergin in the amount of \$535,948.00.

Mr. Abbey stated the total project cost is \$535,948.00.

Mr. Fenner asked if this company is doing the sidewalks also.

Mr. Abbey stated I explained this to the council president, there are logistic problems on that street and the contractor was willing to omit that. There were private property issues with fences in the right of way and a lot of tree removal that would run the cost of this project up considerably.

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

7. MERS Budget Amendment

Mr. Smith asked the Controller to go through this.

Ms. Holbrook stated the MERS rates are set as a flat rate a couple years ahead of time. In December of 2019, the Annual Actuarial Evaluation gave our dates beginning July 1, 2021. Attached, in your packet is the page from the Actuarial Evaluation that shows the flat rate we used in the budget. There is one number with a phase-in and one number that is a contribution with no phase-in. Looking at the prior year, I went with the amount with the phase-in and that was incorrect. The amount we use is the one with no phase-in which is almost \$200,000 more. This is not something that changed because it was set in 2019. It is a number that when I did the budget, I used the wrong figure. This is the amount we have been paying.

Mr. Smith stated although the amount for MERS with phase-in was \$2,369,736, the city has actually been paying \$2,573,448. This is already in the budget and will not negatively impact our general fund.

Ms. Holbrook stated the general fund portion of that is \$22,459. Respectively, each department has the money in their fund balance for each of their own fund balances, to cover it as if it were budgeted that way from the beginning.

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

8. Budget Amendment Approve and authorize the following 2021-2022 budget amendment: Increase 6036-6036-818.0000 Contractual Services by \$12,644; Decrease Information Technology Fund Balance by \$12,644.

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

9. Budget Amendment Approve and authorize the following 2021-2022 budget amendment: Increase 6061-6061-934.0000 Equipment Repairs by \$40,000; Decrease General Fund Balance by \$40,000.

Mr. Smith asked for an explanation of the amendment.

Mr. Abbey stated we have one of our big snow plow trucks that has engine issues. We took it in and it started off to be an \$11,000 repair. As they tore into it, there was other damage found. Ordinarily, a truck that is a 2007 has outlived its usefulness for what we do. However, if we order these trucks today, they are taking 1-2 years to receive them. It made sense to repair the truck but it was not budgeted for. It is roughly \$39,000.

Mr. Martinbianco asked why this is coming out of the general fund and not motor pool.

Mr. Abbey stated motor pool cannot take that hit right now. Last year, with the depreciation of the vactor truck, it put us into the corrective action plan and we can't deviate from the states corrective action plan.

Mr. Martinbianco stated the motor pool will owe the general fund \$40,000.

Mr. Hull asked if the 2-year wait is normal for this type of truck or if this has to do with the current economy.

Mr. Abbey stated they normally take nine months to a year from the date of order. This is not the norm.

Mr. Hull asked, do we normally replace trucks when they hit a certain age regardless of the working order?

Mr. Abbey stated we try but we have never been able to do that. We have a pretty big fleet for a city our size. The problem is, these trucks cost around \$2.5 million each now. Ideally, you should keep trucks 10 years. We have trucks that are 2003 and 2007. Our mechanics do a heck of a job keeping these trucks on the road for us.

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

10. Motion to Approve and authorize Tina Conley, together with the Council President, acting on behalf of the City Council to expend city funds not to exceed \$5,000 budgeted for the Council 50th/Memorial Day celebration to procure items necessary for the Council's Meet and Greet Reception on May 29, 2022 including tent, tables, refreshments, decorations and the advertisement and promotion of same.

Mr. Smith asked the Finance Chair to give a summary of what we will be covering at the Budget Workshop next week.

Mr. Martinbianco stated on Monday, May 9, 2022 at 6:00PM we will be covering Administrative Overview, MERS, Healthcare, Supplemental and IT Department. That's going to be swallowed up by talking about the General Fund accounts and we will need to reschedule. We are also going to talk about the 3-year forecast.

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

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

Meeting was adjourned at 8:08 PM.

Minutes Acceptance: Minutes of May 2, 2022 7:00 PM (APPROVAL OF MINUTES)



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

Meeting: 05/16/22 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Racheal Boggs
Department Head: Racheal Boggs

K.1

ADOPTED

AGENDA ITEM (ID # 5415)

DOC ID: 5415

**Approve and authorize the payment of Attorney Billing
(Doyle) 4/28/22 to 5/10/22 in the amount of \$4,033.90.**

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



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

Meeting: 05/16/22 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Racheal Boggs
Department Head: Racheal Boggs

K.2

ADOPTED

AGENDA ITEM (ID # 5408)

DOC ID: 5408 A

Approve and authorize the payment of Attorney Billing (Masud) 3/1/2022 to 4/19/2022 in the amount of \$5,040.00.

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



ADOPTED

AGENDA ITEM (ID # 5407)

DOC ID: 5407

Approve and authorize the request for a Residential Sanitary Water & Sewer Installer's License for Steve's Plumbing and Heating, LLC., 1212 North Genesee Road, Burton, Michigan 48509.

ATTACHMENTS:

- Steve's Plumbing application, insurance and bond (PDF)

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



City of Burton
4303 S. Center Rd.
Burton, MI 48519
www.burtonmi.gov

Application for Sewer & Water Installer License

Date: 04/25/22 License Expiration: _____
Name of Applicant: Eric Stack
Applicant Address: 1212 N Genesee Rd, _____
Phone Number: (810) 742-4270 Email: info@stevesphc.com
Name of Business: Steve's Plumbing and Heating, L.L.C.
Business Address: 1212 N Genesee Rd, Burton, MI 48509
Phone Number: (810) 742-4270 Plumbing License #: 8113204

LICENSE FEES	Amount	Proration	PAID
1. Sewer Installer Expires - March 31, _____	\$100.00		☐
2. Water Installer Expires - March 31, _____	\$100.00		☐

- Applicant must file a Performance Bond in the Amount of \$10,000.
- Applicant must maintain insurance against liability in the amounts of \$100,000 for injury to one person and \$300,000 per occurrence, and against liability for property damage in the amount of \$100,000.
- Each contractor shall maintain Workman's Compensation Insurance covering all employees.

The undersigned hereby specifically agrees that any approval granted for license received after said approval is subject to revocation at any time by the Burton City Council, and that there shall be no liability on the part of the Burton City Council of the City of Burton, or any officers, members or employees of said units, because of any revocations and the granting of such approval of license does not create a vested right.

The undersigned hereby specifically agrees to abide by all provisions of Burton City Ordinance #112, adopted 8-4-69, effective 9-15-69, and all City Ordinances and Resolutions of the Burton City Council now in force or hereinafter adopted.

I, Eric Stack (applicant) being duly sworn, state that I have read the foregoing application and exhibits therein contained and attached, by me subscribe and knowingly made the foregoing answers, statements, and representations therein contained and that said statement representations are true.

THIS APPLICATION MUST BE SIGNED BEFORE A NOTARY: _____

Signature of Applicant

Subscribed and sworn before me a Notary Public in and for the County of Genesee, State of Michigan this 25th day of April, 20 22

Ashley Allen
Notary Public

3/5/28
Commission Expires

Ashley Allen
Notary Public of Michigan
Expires 3/5/2028
Acting in the County of Genesee

Y:\Documents\LICENSES\Applications\Sewer & Water Installer.docx

Attachment: Steve's Plumbing application, insurance and bond (5407 : Residential Sanitary Water & Sewer Installer's License)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HIGH FAVOR INSURANCE AGENCY LLC 32844 WOODWARD AVE ROYAL OAK, MI 48073		CONTACT NAME: KELLY AUCKLAND PHONE (A/C, No, Ext): 2487658675 FAX (A/C, No): E-MAIL ADDRESS: KELLY@HIGHFAVORINSURANCE.COM	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: FREMONT INSURANCE COMPANY	
		INSURER B: FREMONT INSURANCE COMPANY	
		INSURER C: FREMONT INSURANCE COMPANY	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	X	X	CPP 0102959	01/08/2022	01/08/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ ADDITIONAL INSURED						MED EXP (Any one person) \$ 5,000
	☒ PER PROJECT AGG						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY			CAP 0036498	01/08/2022	01/08/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$ 1,000,000
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$ 1,000,000
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ 1,000,000
	☒ HIRED/NON						
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WCP 0028390	01/08/2022	01/08/2023	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
CITY OF BURTON	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE KELLY AUCKLAND AGENT

© 1988-2015 ACORD CORPORATION. All rights reserved.



Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 65338813 briefly described as PLUMBER CITY OF BURTON, DEPT OF PUBLIC WORKS,
for STEVE'S PLUMBING & HEATING COMPANY, LLC, as Principal,
in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning April 01, 2022, and ending March 31, 2023, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 16th day of March, 2022.



WESTERN SURETY COMPANY

By Paul T. Brumat
Paul T. Brumat, Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruffat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One PLUMBER CITY OF BURTON, DEPT OF PUBLIC WORKS

bond with bond number 65338813

for STEVE'S PLUMBING & HEATING COMPANY, LLC

as Principal in the penalty amount not to exceed: \$10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruffat with the corporate seal affixed this 16th day of March, 2022.

ATTEST

P. Leitheiser

P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruffat

Paul T. Bruffat, Vice President

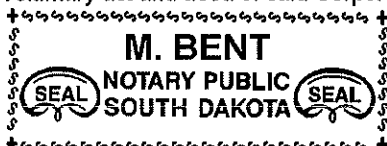
STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

} ss

On this 16th day of March, 2022, before me, a Notary Public, personally appeared Paul T. Bruffat and P. Leitheiser

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



M. Bent

Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



CITY OF BURTON
 4303 S. CENTER RD.
 BURTON, MI 48519
 Phone : 810-743-1500
 WWW.BURTONMI.GOV

Received From:
 STEVE'S PLUMBING & HEATING

Date: 04/29/2022 Time: 3:34:43 PM
 Receipt: 110744964
 Cashier: BRYCEA
 Workstation: Drawer: 1

ITEM REFERENCE	AMOUNT

LICENSE LICENSE FEES	
WATER SEWER LICENSE	
1001-0000-450.0000	\$200.00

TOTAL	\$200.00
CHECK 3551	\$200.00
Total Tendered:	\$200.00
Change:	\$0.00



ADOPTED

AGENDA ITEM (ID # 5412)

DOC ID: 5412

Approve and authorize the updates and revision to the Burton Parks & Recreation Bylaws.

ATTACHMENTS:

- Parks and Rec Bylaws 2022 (Revised) (PDF)

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



City of Burton

PARKS & RECREATION DEPARTMENT

4303 SOUTH CENTER ROAD

BURTON, MI 48519

PHONE (810) 743-1500

FAX (810) 743-5060

www.burtonmi.gov



AMY CLOUS
Director

K.4.a

February 15, 2022

Dear Mayor Haskins:

According to Section 4 of the By-Laws for the Burton Parks and Recreation Commission, we are required to review our By-Laws every three years. January 18, 2022 the By-Laws Committee consisting of:

Jeremy Scharrer

Greg Hull

Jim Craig

Along with myself met and reviewed the By-Laws for the Commission. There were six changes proposed to the By-Laws that was presented to the full commission at its regular meeting on February 9, 2022 and passed unanimously. City Council has stated that a revision was necessary for Section 5 at the March 21, 2022 meeting. It was then presented to the full commission on April 13, 2022 and passed unanimously.

The changes occurred are as follows:

- Section 5, will reflect that "In the event that a School Board Member is not available to sit on Parks and Recreation Commission, the school may recommend for appointment by the Mayor another member from the school with interest, such as a member of the faculty. This member of interest must be a Burton resident."
- Section 6, language added that, "Agenda items will be submitted to the Clerk's Office the Thursday prior to a meeting."
- Section 7, change wording to reflect "prior to" instead of the word "of" after Monday.
- Section 8, will now read, the Parks and Recreation Commission shall meet once a month, unless cancelled by the Parks and Recreation Commission Chairperson, a quorum vote by the Commission or the Director with the consent of the Chair or Vice Chair in the absence of the Chairperson.
- Section 13, it was determined by the board that the language in the second sentence of this section should read, "this conflict of interest shall be stated to this commission."
- Section 14, the second sentence was corrected to read, "Commission Chairperson will receive an additional \$10.00 per month."

We ask that the Burton City Council approve the changes to the By-Laws at their meeting on May 16, 2022.

Thank you,

Amy Clous
Parks and Recreation Director

Attachment: Parks and Rec Bylaws 2022 (Revised) (5412 : Park and Recreation Bylaws)

BURTON PARKS AND RECREATION COMMISSION BYLAWS

1. **PURPOSE OF THE COMMISSION:**

The purpose in establishing a Burton Parks and Recreation Commission is to better serve the community of Burton, Michigan. Service to the community shall be accomplished not only through the combined resources, planning and coordination of our existing parks and school recreational facilities, but also by establishing or improving recreational facilities and programs according to the needs of the community. The Commission shall establish policies, procedures and rules for parks, programs and events. The Commission will strive to provide citizens a higher quality of life through our parks and recreational system.

2. **PURPOSE OF THE DIRECTOR:**

The Director is appointed by the Mayor for the Parks and Recreation Department. The Director will be the Administrative liaison between the Commission and the City Departments. The Director will develop, conduct, supervise, and maintain recreational programs, activities and facilities on properties designated for that purpose. The Director shall establish an Annual departmental budget that is presented to the Mayor. The Director shall keep the Commission informed of budget, events, programs, parks, maintenance, new projects and capital improvements. The Director will provide a financial report with updated incomes and expenses quarterly. The Director shall annually develop a Calendar of events and programs to be presented to the Commission each December. The Director shall manage/oversee other contract employees or volunteers, working for the Parks and Recreation Department.

3. **PARLIMENTARY PROCEDURE:**

The rules of parliamentary procedure comprised in "Roberts Rules of Order" shall govern in all cases in which they are not inconsistent with the standing rules and orders of the Commission, or any existing law of the State of Michigan. Agendas are to drawn up and submitted to the Commission by Monday prior to the scheduled Wednesday meetings.

4. **AMENDING BYLAWS:**

Any changes in the bylaws, will be recommended to the Commission for approval. The Commission may recommend the bylaws be altered, amended, added to, or repealed, in whole or in part, by a quorum vote, at a regular or special meeting. Bylaws shall be reviewed every three years.

5. **APPOINTMENTS AND TERMS:**

The Commission shall consist of (9) nine members with (1) one member being appointed from City Council and (5) five members coming from the general populace of the city, in accordance with City Ordinances and three (3) members (1) one each coming from the School board Atherton, Bendle, and Bentley school districts.

Each member shall be appointed for a (3) three-year term. Members may be reappointed for continuing terms as to the pleasure of the Mayor, or the respective governing bodies. The Mayor will appoint members to the Commission with staggered terms.

In the event that a School Board Member is not available to sit on Parks and Recreation Commission, the school may recommend for appointment by the Mayor another member from the school with interest, such as a member of the faculty. This member of interest must be a Burton resident.

Members may be removed, by the Commission before their term expires, with just cause, and a quorum vote by the Commission. Vacancies for the (5) five Community at large members shall be filled by the Mayor. Their governing bodies will reassign vacancies for the City Council seat, or School Board members. Council President will appoint the Council representative. Each school board will appoint their respective representative.

6. OFFICERS:

The Parks and Recreation Commission shall elect a Chairperson, and Vice Chairperson of who shall serve for one year, with a new vote to be taken in January of each year, or when the position(s) are vacant. The Chairperson shall preside at the meetings of the Commission and shall have a vote upon all resolutions. He/She will work with the Director to establish agendas for each meeting. **Agenda items will be submitted to the Clerk's Office the Thursday prior to a meeting.** The Vice-Chairperson will fulfill the duties of the Chairperson upon his/her absence resignation or death, until a new vote can be taken.

7. SECRETARIAL DUTIES:

The Secretaries duties will be the responsibility of the personnel directed by the Clerk's Office, with copies of all meeting minutes kept at City Hall. It is the responsibility of the Clerk's Office to provide Secretarial duties for all meetings of the Commission. All agendas and minutes of the previous meetings must be made available to the members by Monday ~~of~~ **prior to** the next meeting. It is the job of the Director, or his/her designate to telephone members of any special meetings.

8. MEETINGS:

The Parks and Recreation Commission shall meet once a month, unless cancelled by the Parks and Recreation Commission Chairperson, ~~or a~~ **quorum vote by the Commission or the Director with the consent of the Chair or Vice Chair in the absence if the Chairperson.** Additional meetings shall be called at the request of the Director, Chairperson, or any (3) three Commission members. Notice of all unscheduled meetings must be made by telephone to Commission members, and posted for the Burton community, (48) forty-eight hours prior.

9. ABSENTEEISM:

Attendance at meetings is strongly encouraged for all members. If a member cannot attend a meeting, that member shall notify the Director or Chairperson at least (48) forty-eight hours prior to the start of the meeting in question, unless it is an emergency. If a member misses (3) three consecutive meetings without informing the Director, or Chairperson, the Commission can relieve that member with a majority vote of the Commission. Any member with more than (6) six absents throughout the calendar year, can be removed with a majority vote of the commission.

10. QUORUM:

Five (5) Commission members shall constitute a quorum for the transaction of business, passage of resolutions or any action of the Commission.

11. DUTIES OF THE COMMISSION:

The Commission members shall stay abreast of the recreational needs of their community, by bringing concerns and those needs back to the members of the Commission and Director. Members should be involved, as much as possible, in fundraisers, park openings, and organized community programs put on by the Parks Department.

The Commission shall set goals and review with the director these goals as well as the (5) Five-year plan a minimum of once a year. They shall work with the Director on proposed budget of funds required for the operation, maintenance and improvements of the recreation system. The Commission using the voting process shall authorize unbudgeted funds for new projects or programs.

The Chairperson and Director shall annually make a full and complete report to the Mayor in December of each year, to announce the Parks and Recreation Commission's goals and projects planned for the following year, including updates of that years completed projects or continuing projects. From time to time the Commission, through the Chairperson, shall make such additional reports as may be requested

by the Mayor. The City Council member on the Commission shall update the Council, at City Council meetings, of current projects and programs.

The Parks and Recreation Commission and Director are authorized to explore agreements with the Cities Boards of Education, groups, or other City Recreational Facilities private or public, to exchange use of facilities, services or other arrangements of mutual advantage in the conduct of a recreational program. All agreements must be with acknowledgement of the Mayor and may require City Council approval.

All Gifts, grants, and bequests shall be directed to the Parks & Recreation Director. The Director shall have the duty to notify the Commission of any gifts, grants, or bequests made. The Parks & Recreation Commission reserves the right to specify the manner in which gifts are made; to define the type of gift, grant, or bequest which it considers appropriate; and to reject those which it deems inappropriate or unsuitable. If accepted, the Commission will attempt to carry out the wishes of the donor.

Gifts, grants, and bequests shall become the property of the Commission and will be subject to use by the City as determined by the policies applying to all properties, equipment, materials, and funds owned by the City.

Any equipment purchased or donated by an outside individual or organization for use for a City-related event shall be reviewed to determine if the City would incur any liability by its use.

The Commission reserves the right to not accept such liability and thus deny the use of the equipment.

12. PUBLIC HEARINGS:

Anyone in attendance at the Parks and Recreation Commission public hearing is encouraged to present their ideas and share their concerns with Commission. For reasons of fairness and expedition, each attendee shall be allowed to speak only once unless invited to provide additional input by the Chairperson. A (3) three-minute time limit shall be placed on each person speaking. Audience participation will only be allowed with respect to the order of agenda.

13. VOTING:

In some instances, Commission members may be faced with a conflict of interest issue. In order to ensure fairness, ~~a member faced with a perceived~~ **this** conflict of interest shall **be stated** ~~this~~ to the Commission. The Commission shall determine if it is a conflict of interest by a majority vote of the members present. A member determined to have a conflict of interest shall abstain from all voting of that issue.

14. STIPEND

Commission members shall be paid a stipend of \$50.00 per month provided they attend either a Park & Recreation meeting, a sub-committee meeting or event within the calendar month. Commission Chairpersons will receive an ~~addition~~ **additional** \$10.00 per month. At no time, unless changed by the City Council shall a Commissioner's pay exceed \$50.00 for commission members and \$60.00 for the Commission Chairperson in one-month timeframe.

Amended by Parks & Recreation 2/9/2022
Presented to Council
Effective Date



ADOPTED

AGENDA ITEM (ID # 5413)

DOC ID: 5413

Approve and authorize the Mayor and City Clerk to execute a contract with Genesee County, 1101 Beach Street, Flint, MI 48502, to receive American Rescue Plan Act (ARPA) funds towards the construction of the Atherton Road Watermain Phase 1 project in the amount of 33% of the construction, contract estimate is \$164,175.00.

COMMENTS - Current Meeting:

Mrs. Conley stated I saw an article in the paper that the Genesee County Commissioners gave \$43 million dollars to local municipalities. How was the decision made to use that for the water main instead of the sewers or a larger project?

Mayor Haskins stated we applied for a lot of things, but for further details I will defer to our DPW Director, Mr. Abbey.

Mr. Abbey stated there are a lot of different funds with ARPA funding. We applied for every grant and funding we were eligible for. We asked the county for a 50/50 match, but because they want help out as many communities as they can, they will only do the 33%.

Mr. Heffner asked if the \$164,175.00 was the cost for the City of Burton.

Mr. Abbey said, no. That is the county's portion.

Mr. Heffner asked, what would be the cost to the city?

Mr. Abbey stated I do not have the exact cost with me tonight, but I believe it was somewhere around \$490,000.00.

Mr. Heffner asked where those funds would come from.

Mr. Abbey stated wherever you choose, it could come from our ARPA funds.

Mr. Heffner stated I thought we have already used our ARPA funds. It was put into General Fund.

Mr. Abbey stated it has not been used, it was allocated to General Fund. You have to delegate where you are going to spend that money at some point.

K.5

Mr. Heffner asked if it would be a Bolt violation if we spend the funds on water.

Mr. Abbey said, no. ARPA was designed for infrastructure, water and sewer.

Mr. Heffner stated now that it is in General Fund, it isn't ARPA funds anymore.

Mr. Abbey said yes, it is. It is always ARPA funds and explained the difference between ARPA funds and General Fund.

Mr. Heffner asked Attorney Doyle for her opinion.

Attorney Doyle stated my understanding is there are different requirements for ARPA funds.

Discussion continued regarding ARPA funds and the construction of the Atherton Road Watermain Phase 1 Project.

ATTACHMENTS:

- Burton City Atherton Road Watermain Loop Phase 1 - ARPA Projects Contract Final (PDF)

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

Subrecipient Agreement Between
The County of Genesee
And
The City of Burton

THIS SUBRECIPIENT AGREEMENT, (this "Agreement") made as of the _____ day of _____, 2022
between the County of Genesee, acting by and through the:

Genesee County
1101 Beach Street, Genesee County Administration Building
Flint, Michigan 48502

Hereinafter referred to as the "Grantee" or "County", and

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

Hereinafter referred to as the "Subrecipient", and

WHEREAS, the Grantee has applied for and received American Rescue Plan Act (ARPA) funds from the United States Department of Treasury. Under the ARPA is a program called the Coronavirus State and Local Fiscal Recovery Fund (SLFRF), 31 CFR Part 35 as amended; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing SLFRF funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

The Subrecipient will be responsible for administering the Atherton Road Watermain Loop Phase 1 Project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. The following attachments are hereby incorporated to this Agreement by reference, and included respectively as:

Attachment A:	Reimbursement Request Form
Attachment A-1:	Reimbursement Request Guidance
Attachment B:	Genesee County ARPA Projects Quarterly Reporting Form
Attachment B-1:	Genesee County ARPA Projects Reporting Schedule
Attachment C:	Genesee County Labor Standards
Attachment D:	Genesee County Bid Procedures
Attachment D-1:	ARPA Federal Requirements Checklist
Attachment D-2:	ARPA Projects Under \$10,000
Attachment D-3:	ARPA Projects Over \$10,000
Attachment E:	Minority/Women/Handicap Business Enterprise Procurement Procedures
Attachment F:	Genesee County MBE/WBE/HBE Outreach Report
Attachment G:	Federal Award Information
Attachment H:	Documentation to Keep in Your SLFRF Project Files
Attachment I:	Project Signage Information

Attachment: Burton City Atherton Road Watermain Loop Phase 1 - ARPA Projects Contract Final (5413 : ARPA Contract with County)

If a conflict exists between this document and those incorporated by reference, this document governs.

I. SCOPE OF SERVICE

A. Activities

The following activities are eligible under the American Rescue Plan Act (ARPA):

Atherton Road Watermain Loop Phase 1

Install 12" ductile iron watermain within the road right of way along Atherton Road from Belsay east to Vassar and to continue the install of 12" ductile iron watermain along on Vassar from Atherton north to Milano Street to connect to the dead-end line creating a complete water loop. The project will include design engineering, construction engineering, and construction.

This activity will be funded with up to \$164,175 of Genesee County ARPA funds.

B. Eligibility for ARPA Funds

All activities funded with SLFRF funds must meet the ARPA Program's eligibility requirements as defined in 31 CFR Part 35.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start **upon execution of this Agreement** and end on the 31st day of December 2023. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Subrecipient remains in control of SLFRF funds or other ARPA assets.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement will be an amount up to thirty-three percent (33%) of the total project cost and shall not exceed \$1,000,000. Grantee will disburse Project funds for the payment of eligible expenses for eligible Agreement activities and in accordance with performance per the payment process described in Section VII Administrative Requirements, Part C. 1.

Subrecipients are required to be registered in the County's accounting system to receive reimbursement payments from the Grantee electronically.

IV. AMENDMENTS

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such

amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

The Grantee or Subrecipient may amend the funding amount of this Agreement at any time 60 days prior to end of Agreement. Such requests for amendments shall make specific reference to this Agreement and must include reference to any other agreement that funds shall be transferred to or from. An amendment based on a transfer of funds from the Subrecipient must be evidenced by a signed Resolution made by the Subrecipients governing body. Any request made by the Subrecipient to the County, for a transfer of funds shall be subject to approval by Resolution of the Genesee County Board of County Commissioners.

V. NOTICES

Notices required by the Grantee under this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of 31 CFR Part 35, as amended, (the U.S. Department of Treasury regulations concerning the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (SLFRF)). The Subrecipient agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient also agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.325 and 200.447, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Suspension or Termination

In accordance with 2 CFR Part 200.471, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and ARPA guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Uniform Administrative Requirements, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

H. Signage and printed materials

The Subrecipient agrees that a sign recognizing the federal funding organization and the Grantee will be placed at the jobsite, by the subrecipient, during the project construction period. Signage will be developed and provided by the Grantee. Any printed materials related to this project shall include the Genesee County logo. See Project Signage Information (Attachment I).

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

All Subrecipients, which are governmental entities (including public agencies), shall comply with the requirements and standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Requirements) as may be amended.

The Subrecipient will abide by all applicable policies and procedures imposed by the Genesee County Board of Commissioners and its designated administrative agents.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in Section E.2. of the SLFRF Compliance and Reporting Guidance that are pertinent to the activities to be funded under this Agreement. All records shall be made available to the County and its representatives. Such records shall include but not be limited to:

- a. The original, or a copy, of this executed Agreement
- b. Records providing a full description of each activity undertaken;
- c. Records demonstrating that each activity undertaken meets one of the SLFRF eligibility requirements
- d. Records required to determine the eligibility of activities;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with SLFRF assistance;
- f. The Subrecipient will abide by all applicable policies and procedures imposed by the Genesee County Board of Commissioners and its designated administrative agents.

Subrecipients are required to complete Federal Award Information (Attachment G) which provides details related to the source and amount of federal funds obligated for the project.

During on-site file monitoring, GCMPC staff will look for all ARPA Files located at Local Unit of Government offices to match the files kept at the GCMPC office. What Documentation Do I Keep in ARPA Project Files (Attachment H) explains which documentation the Subrecipient should keep on file.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention

period begins on the date the Agreement is executed. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Demographic data, not to be used for determination of eligibility, including race, ethnicity, and gender shall also be collected and maintained by the Subrecipient. The Subrecipient will report applicable client data with each request for reimbursement and in accordance with Section VI. C. of this Agreement. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by State and Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over the SLFRF funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and 2 CFR Part 200 Subpart F.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement that are consistent with any approved budget and Grantee policy concerning payments. The Grantee shall reimburse the Subrecipient for eligible costs within thirty (30) days of approval of the Subrecipient's submission using the Reimbursement Request Form (Attachment A) and provide documentation substantiating all expenditures for which reimbursement is requested. Requests for reimbursement under this Agreement shall follow the Reimbursement Request Guidance (Attachment A-1). The Reimbursement Request Guidance outlines guidance by which all requests for reimbursement must be submitted, based on the date the Subrecipient expended the funds.

The County retains the right to approve or reject payment requests based on conformity with terms of this Agreement. Prompt reimbursement shall be contingent upon full contractual compliance and submittal of requisite documentation.

2. Performance Monitoring and Accomplishment Reports

The Grantee will monitor the performance of the Subrecipient. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

The Subrecipient must submit quarterly reports to the Grantee in the form and content as required by the Grantee. The Subrecipient will submit an ARPA Project Quarterly Reporting Form (Attachment B) following the attached Reporting Schedule (Attachment B-1).

3. Program Income

The Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

The Subrecipient will comply with the Genesee County Labor Standards (Attachment C), and Genesee County Bid Procedures (Attachment D).

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the Uniform Requirements.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of Uniform Requirements, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any SLFRF funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the ARPA program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-ARPA funds used to acquire the equipment.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the 1964 Civil Rights Act, Section 601 (42 USC 2000d) states "no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination under any program or activity receiving Federal financial assistance" (23 CFR Part 200.9 and 49 CFR Part 21). The Civil Rights Restoration act of 1987 broadened the scope of Title VI, clarified the intent, and expanded the definition of the terms "programs or activity" to include all programs and activities of Federal-aid recipients, subrecipients, and contractors, whether such programs are federally assisted or not (Public Law 100259 [S.557] March 22, 1988).

1. Compliance

The Subrecipient agrees to comply with provisions of Titles VI and VII of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended; 31 CFR Part 35, as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in Title VII of the Civil Rights Act of 1964, as amended.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, as amended. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. Upon request the Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

2. Minority, Women and Handicapped Owned Business Enterprises (M/W/HBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, handicapped owned business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Alaskan/North American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The Subrecipient will submit a Genesee County MBE/WBE/HBE Outreach Report (Attachment F) evidencing compliance with this paragraph.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity (EEO) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity Employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs VIII. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Subrecipient for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under

contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

The Subrecipient will comply with the policies contained on the Genesee County Labor Standards (Attachment C).

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

b. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

c. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements including the requirements of Genesee County (Attachments C, D and E). Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of Uniform Requirements and 2 CFR Parts 200.317 and 200.318, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ARPA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA-assisted activity, or with respect to the proceeds from the ARPA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

- A. If the project utilizes federal funding in addition to the SLFRF funding, then an environmental review may be required under the National Environmental Policy Act (NEPA) 40 CFR Part 1508.1. If required, the Subrecipient should follow NEPA's rules and regulations in completing an environmental review and provide documentation of the environmental review to the Grantee.

B. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

C. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement, or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement, and the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

CERTIFICATION

In witness whereof, the foregoing provisions to this Agreement have been examined by the undersigned and the parties have caused this Agreement to be executed by their duly authorized agents.

County's Authorized Representative

Subrecipient's Authorized Representative

Date

Date

Attachment A
Reimbursement Request Form
Genesee County American Rescue Plan Act (ARPA) Program

K.5.a

I. PROJECT INFORMATION

DATE: _____

Local Unit of Government Name: _____

Project/Activity Title: _____

Contact Person Name: _____

Telephone Number: _____

II. PROJECT FUNDING

ARPA Project Funding Amount: _____

\$ _____

Funds Previously Requested: _____

\$ _____

Balance Remaining Prior to This Request: _____

\$ _____

III. CURRENT REIMBURSEMENT REQUEST

Time Period of Expenditures for this Request: _____

Total Reimbursement Request: _____

\$ _____

Balance Remaining After this Request: _____

\$ _____

IV. EXPENSE ITEMS:

Completion of All Sections in this Part is Mandatory

<u>Use of Funds</u>	<u>ARPA Amount</u>	<u>Other Project Funds Amount</u>	<u>Other Project Source</u>
	\$ _____	\$ _____	
	\$ _____	\$ _____	
	\$ _____	\$ _____	
	\$ _____	\$ _____	
	\$ _____	\$ _____	
	\$ _____	\$ _____	
	\$ _____	\$ _____	
TOTAL:	\$ _____	\$ _____	

V. PROJECT STATUS REPORT / PERFORMANCE REPORT

The Project Status and Accomplishments Report is enclosed: _____

☐ YES

☐ NO

VI. AUTHORIZED SIGNATURE

I certify that, to the best of my knowledge and belief, the billed costs of disbursements are in accordance with the terms of the project, scope of work and budget and that the reimbursement represents the federal share due, which has not been previously requested, and that an inspection has been performed and all work is in accordance with the terms of this grant.

Prepared by: _____

Phone: _____

Name and Title

Approved by: _____

Date: _____

Signature of Authorized Official

Attachment: Burton City Atherton Road Watermain Loop Phase 1 - ARPA Projects Contract Final (5413 : ARPA Contract with County)

Attachment A-1
Reimbursement Request Guidance
Genesee County American Rescue Plan Act (ARPA) Program

The following Reimbursement Request Schedule identifies the last date for which requests for reimbursement will be accepted by the Genesee County Metropolitan Planning Commission (GCMPC), as determined by the date expenses were incurred by the Subrecipient. An expense is incurred when work is performed, an item is purchased, or a service is provided.

Example: Expense Incurred: On October 19, 2022, the contractor installed a new watermain, generators were purchased for the police department, etc.

Payment: A Reimbursement Request Form and all supporting documentation must be submitted to GCMPC no later than December 31, 2023.

The Subrecipient can submit up to three (3) reimbursement requests using the reimbursement request form for up 100% of the ARPA allocation.

NOTE:

These dates are subject to change based upon when contracts are signed with sub-recipients. Reimbursement requests may be required earlier to close the fiscal year. You will be notified if this requirement is applicable.

Attachment B Genesee County American Rescue Plan Act (ARPA) Projects Quarterly Reporting Form

Quarterly Reporting Dates

Period Covered	Due Date
January 1, 2022 – March 31, 2022	April 15, 2022
April 1, 2022 – June 30, 2022	July 15, 2022
July 1, 2022 – September 30, 2022	October 15, 2022
October 1, 2022 – December 31, 2022	January 15, 2023
January 1, 2023 – March 31, 2023	April 15, 2023
April 1, 2023 – June 30, 2023	July 15, 2023
July 1, 2023 – September 30, 2023	October 15, 2023
October 1, 2023 – December 31, 2023	January 15, 2024

Project Details

Project Name:

Project ID Number (determined by Genesee County):

Project Description:

Project Status

Period of Performance Start Date:

Period of Performance End Date:

Not Started

Less than 50% Complete

More than 50% Complete

Completed

Tasks Completed:

Tasks Left to Complete:

Obligations and Expenditures

Genesee County ARPA funding provided this quarter:

Total Genesee County ARPA funding provided to date:

Genesee County ARPA funding spent this quarter:

Total Genesee County ARPA funding spent to date:



Attachment B-1

Genesee County American Rescue Plan Act (ARPA) Projects
Reporting Schedule

The Subrecipient is required to submit reports on a quarterly basis. The table below shows when each quarterly report is due and the period they should cover.

Quarterly Reporting Dates

Period Covered	Due Date
January 1, 2022 – March 31, 2022	April 15, 2022
April 1, 2022 – June 30, 2022	July 15, 2022
July 1, 2022 – September 30, 2022	October 15, 2022
October 1, 2022 – December 31, 2022	January 15, 2023
January 1, 2023 – March 31, 2023	April 15, 2023
April 1, 2023 – June 30, 2023	July 15, 2023
July 1, 2023 – September 30, 2023	October 15, 2023
October 1, 2023 – December 31, 2023	January 15, 2024



Attachment C

Genesee County Labor Standards
Genesee County American Rescue Plan Act (ARPA) Program

- Contract under \$2,000

No Labor Standards required.

- Contract exceeds \$2,000

Notify County staff at least two weeks before advertising or requesting quotes.

County staff will provide the Wage Decision and Federal Requirements/contract material to be incorporated into bid specifications. Obtain approval of Genesee County staff at (810) 257-3010 *prior to advertising bid opportunities.*

Bid Project - Published Notice must state that this project is federally funded with language included according to Federal Requirements.

Notify Genesee County staff at (810) 257-3010 to establish a preconstruction meeting *immediately after contract has been awarded.*

Attachment D

Genesee County Bid Procedures
Genesee County American Rescue Plan Act (ARPA) Program

MANDATORY FOR ALL CONTRACTS

1. Bid specifications submitted to and approved by GCMPC staff
2. Pre-bid meeting with GCMPC staff
3. Staff to provide Wage Decisions for bid packet for construction activities

Davis-Bacon Act: Contracts greater than \$2,000 - all prime contractor and subcontractor laborers must be paid Prevailing Wages to receive reimbursement

4. Submit bid tabulation to GCMPC staff
5. Award bid to lowest responsible bidder
6. Pre-construction meeting (if applicable) with GCMPC staff, prime contractors and subcontractors present
7. A copy of any signed contract assisted with federal funds must be retained in Subrecipient's file and a copy submitted to Genesee County Metropolitan Planning Commission (GCMPC) offices, located at:

Room 111, 1101 Beach Street, Flint, MI 48502

Telephone: (810) 257-3010

Fax: (810) 257-3185

www.gcmpc.org

Contract for Services/Emergency Repairs/Supplies Over \$250

For activities that are on-going throughout the year exceeding \$250, three or more companies should be asked to submit costs/prices (quotes must be retained in subrecipient's file and copies sent to GCMPC). At least one of the three companies asked for quotes should be a Minority/Women/Handicapped Business Enterprise (MBE/WBE/HBE). Lowest responsible bid should be awarded contract. Contract with the selected company may not exceed a one-year period.

New bids must be secured on an annual basis. Examples of activities that may use this process include monthly printing of newsletters, cleaning services, snow removal, trash removal, weed cutting, emergency repairs for such items as heating and plumbing, and monthly purchases of like supplies such as paper, pens, paper towels, etc.

Contract Between \$250 and \$10,000

Three or more companies should be asked to submit costs/prices (quotes must be retained in Subrecipient's file and copies sent to GCMPC). At least one of the three companies asked for quotes should be a MBE/WBE/HBE.

Lowest responsible bid should be awarded contract (letter of award/rejection must be placed in subrecipient's file and copy sent to Genesee County Metropolitan Planning Commission).

Contract Exceeds \$10,000

Bid notice must be formally advertised in local newspapers and a trade journal (affidavit placed in Subrecipient's file and copy sent to GCMPC).

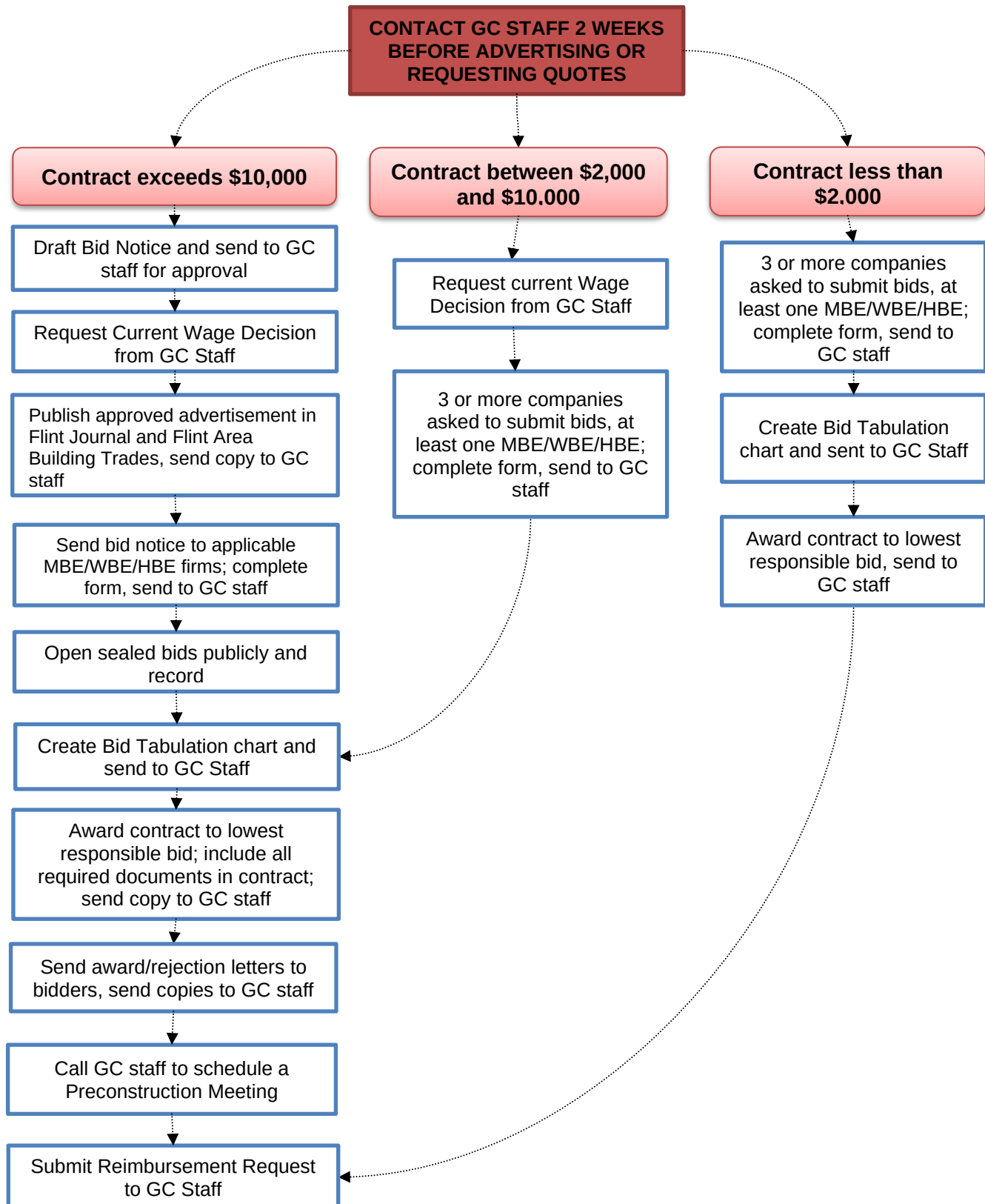
Bid notice also should be sent to as many applicable MBE/WBE/HBE firms as can be found through means inclusive, but not limited to, the "Genesee County Minority Business Directory" (Document this and send copies to GCMPC).

Bid notice must be sent to the Flint Area Building Trades Council.

Sealed bids must be publicly opened and recorded (bid tabulation placed in Subrecipient's file and copy sent to GCMPC).

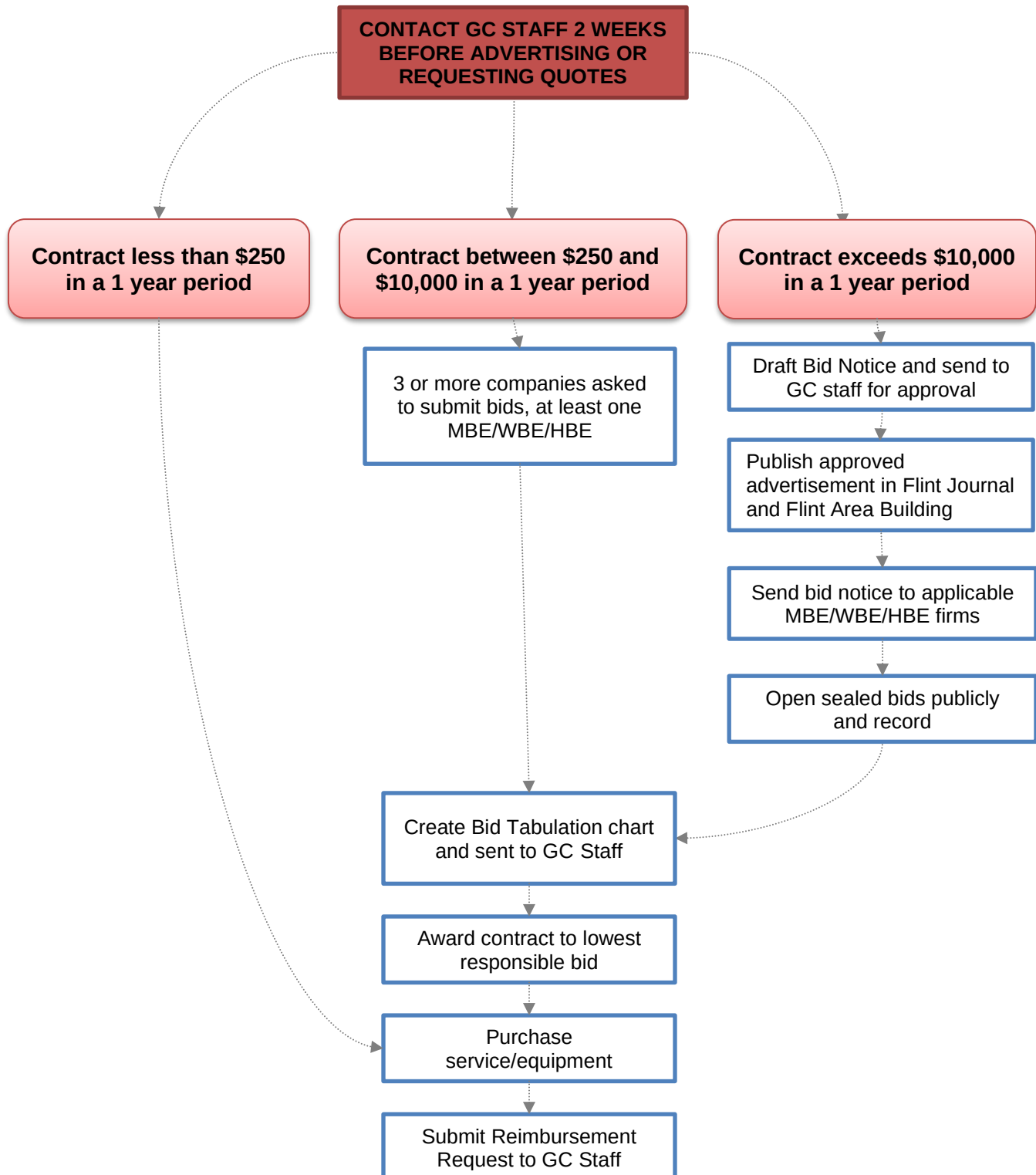
Lowest responsible bid should be awarded contract (letter of award/rejection placed in Subrecipient's file and copy sent to Genesee County Metropolitan Planning Commission). IF lowest responsible bidder is not awarded, the Subrecipient *must submit written justification and obtain approval* of the award from GCMPC staff.

Genesee County American Rescue Plan Act (ARPA) Program Procurement Process for **Construction Contracts**



Note: This chart does not reflect procurement or utilization of an engineering or other professional service company.

Genesee County American Rescue Plan Act (ARPA) Program Procurement Process for **Service/Equipment Contracts**



Attachment: Burton City Atherton Road Watermain Loop Phase 1 - ARPA Projects Contract Final (5413 : ARPA Contract with County)

Attachment D.1 ARPA Federal Requirements Checklist

Advertisement:

___ Sealed Proposals will be received by the Local Unit of Government for Project Name, located at address. Proposals will be received at location, address, until time, date. All bids received will be opened and publicly read aloud.

___ The above referenced project is a federally funded activity authorized under the Coronavirus State and Local Fiscal Recovery Fund (SLFRF), 31 CFR Part 35, as amended. All successful bidders must comply with federal labor standards, including the Davis-Bacon Act and the Copeland Anti-Kickback legislation; federal equal opportunity requirements.

___ Minority/Women/Handicapped business owned enterprises (MBE/WBE/HBE) and Section 3 business concerns seeking bid opportunities under this Project Notice are encouraged to respond.

___ Description of project with enough detail that the contractors can tell if they would want to apply.

___ The right is reserved by Local Unit of Government to accept any bid, to reject any or all bids, and to waive any irregularities in any bid, in the interest of Local Unit of Government.

Bid Packet:

___ The above-reference project is a federal funded activity authorized under the Coronavirus State and Local Fiscal Recovery Fund (SLFRF), 31 CFR Part 35, as amended. All successful bidders must comply with the federal labor standards, including the Davis-Bacon Act and the Copeland Anti-Kickback legislation, federal equal opportunity requirements.

___ Enclosed is the set of documents related to compliance with federal requirements concerning Genesee County American Rescue Plan Act projects/ or Federal Requirements.

- ___ Labor Standards Requirements
 - ___ Federal Labor Standards Provisions (Form HUD-4010)
- ___ Equal Employment Opportunity Requirements
 - ___ Equal Employment Opportunity Clause
 - ___ Standard Federal Equal Employment Opportunity Construction Contract Specifications
 - ___ Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
 - ___ Participation Goals for Minorities and Females
- ___ Minority/Women/Handicap Business Enterprise Requirements
 - ___ Minority/Women/Handicap Business Enterprise (MBE/WBE/HBE) Procurement Procedures
 - ___ Genesee County MBE/WBE/HBE Outreach Form
 - ___ Genesee County Certified Businesses and Minority Directory

- ☐ Applicable Federal Acts, Guidelines, and Orders
 - ☐ Architectural Barriers Act of 1968 Provision
 - ☐ Accessibility Guidelines for Building and Facilities
 - ☐ Clean Air Act of 1970 and Federal Water Pollution Control Act Provisions
 - ☐ Wetlands Protection Clause Executive Order 11990
- ☐ Davis-Bacon Act Requirements
 - ☐ Project Wage Decision

Contract:

☐ "The Contractor acknowledges that this project is funded through an American Rescue Plan Act grant from the U.S. Department of Treasury."

☐ Grant Compliance

☐ *Prevailing Wage*. The Contractor shall pay its employees not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The Contractor shall submit to the Local Unit a certified payroll record at the completion of the project, or within 10 days of the end of each month, and shall permit the Local Unit or Genesee County Metropolitan Planning Commission staff to conduct on-site interviews with the Contractor's employees to ensure compliance with this Section. For the purposed of this Section, the Contractor shall be in compliance if the Contractor is in compliance with the Davis-Bacon Act, 40 U.S.C. §3141, *et seq.*, and pays wages consistent with the prevailing wage rates published by the United States Department of Labor, which can be found at www.WDOL.gov.

☐ The Federal Labor Standards Provisions and the wage decision for this project are attached.

☐ *Equal Employment Opportunity*. The Equal Employment Opportunity requirements (Executive Order 11246, as amended- 41 CFR Part 60-1.4(b)) are detailed)

☐ Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246- 41 SFR Park 60.4.3).

☐ Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246- 41 SFR Park 60.4.3)

☐ Participation Goals for Minorities and Females

☐ *Minority/Women/Handicap Business Enterprises*. The Minority/Women/Handicap Business Enterprise (MBE/WBE/HBE) Procurement Procedures and Outreach Form.

☐ A list of references for locating a MBE/WBE/HBE

___ *Architectural Barriers Act of 1968 Provision.* The Architectural Barriers Act of 1968 Provision (Public Law 90-480, as amended through 1984-42 U.S.C. 4151 et seq.), must be followed, if applicable, and is as follows: All contracts for construction facilities shall contain a provision which requires the recipient to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), as amended, requirement that the design of any facility constructed comply with the "Architectural and Transportation Accessibility Compliance Board Guidelines under the Authority of the Architectural Barriers Act of 1968, as amended.

___ *Accessibility Guidelines for Buildings and Facilities.* A complete version of the Accessibility Guidelines for Buildings and Facilities can be found at [this link](#). This document contains scoping and technical requirements for accessibility to buildings and facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990. These scoping and technical requirements are to be applied during the design, construction, and alteration of buildings and facilities covered by Titles II and III of the ADA to the extent required by regulations issued by federal agencies, including the Department of Justice and the Department of Transportation, under the ADA.

___ *Clean Air Act of 1970 and the Federal Water Pollution Control Act.* Applicable to contracts and subgrants of amounts in excess of \$100,000.00. An amendment must be included in contracts over \$100,000.00 which shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

___ *Wetlands Protection Clause.* Wetlands Protection Clause (Executive Order 11990) is included.

Attachment D.2

ARPA Projects Under \$10,000

Project Check List

Community: _____ Project Number: _____

Project Name: _____ Project Award: _____

Contact: _____ Phone: _____ Email _____

Projects Between \$250 - \$10,000

Quotes / Cost Estimates☐ 3 Price Quotes☐ At least 1 of 3 was Minority/Women/Handicap Business Enterprise☐ Letters of Award / Rejection to Companies that Submitted Quotes

Projects Greater than \$2,000 – Davison Bacon Triggered

☐ Referenced Memo NO. 130 for Project Classification

Wage Decision Type: _____

General Decision Number: _____

Modification Number and Date: _____

Pre-Construction Period☐ Contractor Verification (Excluded Parties List System Printout Attached) Completed on: _____

(Optional) Preconstruction Meeting Date: _____

☐ N/A or ☐ Pre-Construction Meeting Minutes/ Notes☐ Contract Award Letter or Resolution☐ Contract Award Date: _____Is the Award Date Within 90 Days of Bid Opening? ☐ Yes ☐ No

Contract Dollar Amount: \$ _____

☐ Signed Construction Contract

Contractor Compliance

Prime Contractor: _____ Address: _____

Contact: _____ Phone: _____ Email: _____

☐ Construction Start Date / Postcard: _____☐ Signed Notice of Construction Contract Award (NOCCA)☐ Signed Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements☐ Workforce Assessment - Job Expected to Take _____ days/weeks/months or ☐ N/A☐ Job Site Assessment☐ Job Classification: _____ Wages: _____ Fringes: _____☐ Job Classification: _____ Wages: _____ Fringes: _____☐ Job Classification: _____ Wages: _____ Fringes: _____☐ Job Classification: _____ Wages: _____ Fringes: _____☐ Signed Apprenticeship Certification☐ (Optional) GCMPC Staff Prepared Project Wage Rate Sheet☐ Signed Certified Payroll (Original Signatures)

Time Period: _____	☐ Payroll and	☐ Correspond to Wage Decision OR	☐ No Work Performed
Time Period: _____	☐ Payroll and	☐ Correspond to Wage Decision OR	☐ No Work Performed
Time Period: _____	☐ Payroll and	☐ Correspond to Wage Decision OR	☐ No Work Performed
Time Period: _____	☐ Payroll and	☐ Correspond to Wage Decision OR	☐ No Work Performed
Time Period: _____	☐ Payroll and	☐ Correspond to Wage Decision OR	☐ No Work Performed
Time Period: _____	☐ Payroll and	☐ Correspond to Wage Decision OR	☐ No Work Performed

☐ No "Other Deductions"	or	☐ "Other Deductions" with Written Authorization
☐ Fringes Option A	or	☐ Fringes Option B
☐ Payrolls Numbered	and	☐ Final Payroll Marked

☐ Employment Utilization Report

Employee Interview Date: _____

☐ Identified Wages Correspond with Payroll

Date of Project Completion: _____

Other Notes:

Attachment D.3

ARPA Projects Over \$10,000

Project Check List

Community: _____ Project Number: _____

Project Name: _____ Project Award: _____

Contact: _____ Phone: _____ Email _____

Bidding Process☐ Referenced Memo NO. 130 for Project Classification

Wage Decision Type: _____

General Decision Number: _____

Modification Number and Date: _____

☐ Federal Funding Reference Included in Bid Advertisement☐ Federal Funding Requirements Included in Bid Packet

Bid Advertisement Date: _____

Pre-Bid Meeting Date: _____

Bid Opening Date: _____

Wage Decision Verification ☐ 10 ☐ 9 ☐ 8 ☐ 7 ☐ 6 ☐ 5 ☐ 4 ☐ 3 ☐ 2 ☐ 1 days Prior to Bid Opening:☐ No Modification☐ Modification – Do not have reasonable time to notify bidders ☐ Report included in file☐ Modification – Effective

If Modification Effective: New General Decision Number: _____

If Modification Effective: New Modification Number and Date: _____

☐ Minority/Women/Handicap Business Enterprise Outreach Form Completed☐ Bid Tabulation

Other Notes:

Pre-Construction Period

☐ Contractor Verification (Excluded Parties List System Printout Attached) Completed on: _____

(Optional) Preconstruction Meeting Date: _____

- ☐ N/A or ☐ Pre-Construction Meeting Minutes/ Notes
- ☐ Includes Date and Place of Conference
 - ☐ Includes Project Name, Location and Description
 - ☐ Includes Name of Contractor
 - ☐ Includes Contract Amount
 - ☐ Includes Wage Determination Number
 - ☐ Includes Summary of Items Covered
 - ☐ Includes List of Attendees

☐ Contract Award Letter or Resolution

☐ Contract Award Date: _____

Is the Award Date Within 90 Days of Bid Opening? ☐ Yes ☐ No

If No - Wage Decision Verification:

- ☐ No Modification
☐ Modification

If Modification:

General Decision Number: _____

Modification Number and Date: _____

Local Unit Notified on: _____

Bidders Notified on: _____

Contract Dollar Amount: \$ _____

- ☐ Signed Construction Contract
- ☐ Includes Labor Standard Provisions
 - ☐ Includes Wage Decision, Including Modifications

☐ Notice to Proceed Letter

- ☐ N/A or ☐ Contract Change Orders (Only Allowed After the Start of Construction)
- ☐ Approved at Official Meeting
 - ☐ Signed by Contractor
 - ☐ Added as Addendum to Contract
 - ☐ Cumulative Total of Change Orders Does Not Exceed 20% of Original Contract

Other Notes:

Contractor Compliance

Prime Contractor: _____ Address: _____

Contact: _____ Phone: _____ Email: _____

☐ Construction Start Date / Postcard: _____☐ Signed Notice of Construction Contract Award (NOCCA)☐ Workforce Assessment - Job Expected to Take _____ days/weeks/months or ☐ N/A☐ Job Site Assessment☐ Job Classification: _____ Wages: _____ Fringes: _____☐ Job Classification: _____ Wages: _____ Fringes: _____☐ Job Classification: _____ Wages: _____ Fringes: _____☐ Job Classification: _____ Wages: _____ Fringes: _____☐ Signed Apprenticeship Certification☐ (Optional) GCMPC Staff Prepared Project Wage Rate Sheet☐ Signed Certified Payroll (Original Signatures)

Time Period: _____ ☐ Payroll and ☐ Correspond to Wage Decision OR ☐ No Work Performed
Time Period: _____ ☐ Payroll and ☐ Correspond to Wage Decision OR ☐ No Work Performed
Time Period: _____ ☐ Payroll and ☐ Correspond to Wage Decision OR ☐ No Work Performed
Time Period: _____ ☐ Payroll and ☐ Correspond to Wage Decision OR ☐ No Work Performed
Time Period: _____ ☐ Payroll and ☐ Correspond to Wage Decision OR ☐ No Work Performed
Time Period: _____ ☐ Payroll and ☐ Correspond to Wage Decision OR ☐ No Work Performed

☐ No "Other Deductions" or ☐ "Other Deductions" with Written Authorization
☐ Fringes Option A or ☐ Fringes Option B
☐ Payrolls Numbered and ☐ Final Payroll Marked

Employee Interview Date: _____ ☐ Identified Wages Correspond with Payroll

Date of Project Completion: _____

Other Notes:

Sub-Contractor Compliance

Sub-Contractor: _____ Address: _____

Contact: _____ Phone: _____ Email: _____

☐ Construction Start Date / Postcard: _____☐ Signed Notice of Construction Contract Award (NOCCA)☐ Workforce Assessment - Job Expected to Take _____ days/weeks/months☐ Job Site Assessment☐ Job Classification: _____ Wages: _____ Fringes: _____☐ Job Classification: _____ Wages: _____ Fringes: _____☐ Job Classification: _____ Wages: _____ Fringes: _____☐ Job Classification: _____ Wages: _____ Fringes: _____☐ Signed Apprenticeship Certification☐ (Optional) GCMPC Staff Prepared Project Wage Rate Sheet☐ Signed Certified Payroll

Time Period: _____ ☐ Payroll and ☐ Correspond to Wage Decision OR ☐ No Work Performed
Time Period: _____ ☐ Payroll and ☐ Correspond to Wage Decision OR ☐ No Work Performed
Time Period: _____ ☐ Payroll and ☐ Correspond to Wage Decision OR ☐ No Work Performed
Time Period: _____ ☐ Payroll and ☐ Correspond to Wage Decision OR ☐ No Work Performed
Time Period: _____ ☐ Payroll and ☐ Correspond to Wage Decision OR ☐ No Work Performed
Time Period: _____ ☐ Payroll and ☐ Correspond to Wage Decision OR ☐ No Work Performed

☐ No "Other Deductions" or ☐ "Other Deductions" with Written Authorization
☐ Fringes Option A or ☐ Fringes Option B
☐ Payrolls Numbered and ☐ Final Payroll Marked

Employee Interview Date: _____

☐ Identified Wages Correspond with Payroll

Date of Project Completion: _____

Other Notes:

Attachment E

Minority/Women/Handicap Business Enterprise Procurement Procedures
Genesee County American Rescue Plan Act (ARPA) Program

Projects assisted with Genesee County American Rescue Plan Act (ARPA) funds must comply with Program procurement standards. Federal regulations contained at 2 CFR Part 200 require that the opportunity to bid on activities assisted, in any part, with these Genesee County Program funds, be offered to MBE/WBE/HBE firms.

Local Units of Genesee County government, Non-Profit Agencies, Architectural / Engineering / Design / Consulting firms; Prime Contractors, and Subcontractors must complete the appropriate Procurement Outreach form (attached) in order for bid procedures to be complete and compliant with federal regulations. For your convenience a copy of the *Minority Business Directory* can be found at: <http://gcmpc.org/wp-content/uploads/2020/02/DBE.MBE.WBE-Business-Listing.pdf> to assist you in identifying contractors and businesses needed to carry out your project activity. The *Directory* is not to be construed as the sole source listing of MBE/WBE/HBE firms in our community, but rather as one source.

It is required that a minimum of three contractors/business be contacted for each industry Procurement that proposed to be assisted with Genesee County federal Program funds. Of these three, at least one MBE/WBE/HBE per industry must be offered the opportunity to bid on the project activity. Examples of industries are: architectural and engineering services; janitorial services; paper goods; asphalt paving services; roofing firms; electrician services; and other construction trades. This is not an exhaustive list of activities. Procurement procedures depend on the amount of the work to be procured. Please reference the attached information on procurement and labor standards for federally assisted projects and activities.

All subrecipients are responsible for ensuring that their Prime and Subcontractors also complete the MBE/WBE/HBE outreach report (Attachment F) in order for the bid process to be considered compliant. Prime Contractors are required to perform the outreach procedures when seeking subcontractors for performing work / offering materials, services, or supplies on the federally assisted project / activity. Proper documentation includes: the name of the company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/WBE/HBE. Should the outreach documentation not include a potential MBE/WBE/HBE, the subrecipient; prime and subcontractors must indicate through written documentation the reason(s) why this situation has occurred. This must be attached to the proposed bid tabulations prior to approval of acceptable bid by Genesee County.

If the proper documentation is not provided to Genesee County, the project procurement procedures will not be considered compliant, and therefore any resulting bids will not be considered acceptable. The bid process may be delayed and/or may be required to be re-bid should the MBE/WBE/HBE outreach process be non-compliant. This will be determined at the sole discretion of Genesee County.

In order to assure compliance with federal regulations, a copy of all bid tabs and the MBE/WBE/HBE outreach forms must be submitted to Genesee County prior to any award of contracts, the preconstruction meeting; and/or any purchase of equipment, supplies, and / or services to be assisted under a federally assisted project / activity.

Attachment F

Genesee County MBE/WBE/HBE Outreach Report
for Local Units of Government, Contractors and Subcontractors

Date: _____

Local Unit of Government: _____

Prime Contractor: _____

Subcontractor: _____

Contact Person: _____ Telephone Number: _____

Name of Project: _____

Type (Construction, Materials, Services OR Supplies): _____

To comply with federal Procurement and MBE/WBE/HBE outreach requirements, local units of government; non-profit agencies; prime contractors; and subcontractors are required to select three businesses for each category, (i.e., materials, supplies, services, design/engineering/architectural services, construction trades, etc.). Of these three businesses, one business must be selected for solicitation from a MBE/WBE/HBE. This form may be reproduced if necessary for additional contacts.

The following information is required. If the proper documentation is not provided, your bid documentation will be considered as incomplete, and therefore will not be considered acceptable.

Proper documentation includes: name of company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/WBE/HBE's.

- 1) Contractor Name: _____
- Contact Person: _____
- Form of Contact: _____ Date: _____
- Supporting Documentation: _____
- Written Bid Received: YES NO Amount: _____
- Were they Selected for Contract?: YES NO
- If No, Why? _____
- MBE/WBE/HBE: YES NO

2) Contractor Name: _____
 Contact Person: _____
 Form of Contact: _____ Date: _____
 Supporting Documentation: _____
 Written Bid Received: YES NO Amount: _____
 Were they Selected for Contract?: YES NO
 If No, Why? _____
 MBE/WBE/HBE: YES NO

3) Contractor Name: _____
 Contact Person: _____
 Form of Contact: _____ Date: _____
 Supporting Documentation: _____
 Written Bid Received: YES NO Amount: _____
 Were they Selected for Contract?: YES NO
 If No, Why? _____
 MBE/WBE/HBE: YES NO

Local Unit of Government Signature: _____ Date: _____

Prime Contractor Signature: _____ Date: _____

Subcontractor Signature: _____ Date: _____

Attachment G

Federal Award Information
Genesee County American Rescue Plan Act (ARPA) Program

- 1) Recipient Name: _____
- 2) Recipient's Unique Entity Identifier: _____
- 3) Unique Federal Award Identification Number (FAIN): _____
- 4) Federal Award Date: _____
- 5) Period of Performance Start and End Date: _____
- 6) Amount of Federal Funds Obligated by this action: _____
- 7) Total Amount of Federal Funds Obligated: _____
- 8) Total Amount of the Federal Award: _____
- 9) Budget Approved by the Federal Awarding Agency: _____
- 10) Total Approved Cost Sharing or Matching where applicable: _____
- 11) Federal Award Project Description:
- 12) Name of federal awarding agency and contact information for awarding official: _____
- 13) CFDA Number and Name: _____
- 14) Identification of whether the award is R & D: _____
- 15) Indirect Cost Rate for the Federal Award: _____

Attachment H

What Documentation Do I Keep in ARPA Project Files?

During On-site File Monitoring, GCMPC staff will look for all ARPA files located at Local Unit of Government offices to match the files kept at the GCMPC office. To ensure this, it is best that subrecipients copy and save any documentation submitted to GCMPC in respective project folders at the time of submission. Saving any relevant correspondences with GCMPC staff, or participating contractors, regarding a ARPA project is highly recommended. **Each ARPA project should have its own project folder. Genesee County requires record retention at least five years beginning from the date when the contract is executed.

The following details all documentation that should be kept on file, up-to-date and readily available upon request.

Required Documentation:

- o Conflict of Interest Policy
- o Certificate of Insurance (Liability Insurance)
- o Internal Controls
- o Chart of Accounts showing line item for ARPA
- o SAM.gov registration

Documentation that should be in every project folder:

- o Project Application: Save a copy of the project application in each project folder.
 - o Public hearing publication, minutes, and sign-in sheet
 - o Board resolution and/or meeting minutes for approval of proposed projects
- o Contract:
 - o Original signed contract
 - o Any signed contract amendment(s)
 - o Resolution or meeting minutes from local board approval of amendment if project funding or scope changes.
- o Reimbursement requests:
 - o Attachment A – Payment Request Form
 - o Attachment B – ARPA Project Quarterly Reporting Form
 - o Backup documentation (includes proof of purchase, proof of payment, etc.)
 - o It is important that a copy of any payment checks and/or corresponding letters received from GCMPC are saved in project folders.

Procurement for Projects:

1. Public Service Projects: Typically, this type of project will not have any procurement documentation. If there was a single item purchased for more than \$250, three price quotes should have been included with the reimbursement request.
2. Construction Projects:

- a) Municipal staff or Genesee County Water and Waste Services staff used to complete work
 - o Service Agreement/Contract between GCWWS and local unit and/or notification from GCWWS that they will be carrying out the project
 - o Any invoices from GCWWS that should have been included with the payment request
- b) Contractor used to complete work
 - o Bid advertisement and wage decision
 - o Minority outreach and Section 3 documentation (if applicable)
 - o Bids received
 - o Bid Tabulation Chart showing award to lowest responsible bidder
 - o Board Resolution and or meeting minutes accepting bid award
 - o Service agreement/contract between prime contractor and Local Unit of Government

For more information on construction procurement, review the Genesee County Bid Procedures. This is included with ARPA contracts or can be requested from your project manager.

Attachment I

Project Signage Information

The Subrecipient agrees that a sign recognizing the federal funding organization and the Grantee will be placed at the jobsite, by the Subrecipient, during the project construction period. Signage will be developed and provided by the Grantee. Any printed materials related to this project shall include the Genesee County logo.



ADOPTED

AGENDA ITEM (ID # 5419)

DOC ID: 5419

Approve and authorize the weed cutting agreement with Liem Enterprise, Inc., 1417 Sand Piper Dr., Grand Blanc, Michigan 48439 and authorize the Mayor and the City Clerk to execute any and all documents required to effectuate this Weed Cutting Agreement.

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



DEFEATED

AGENDA ITEM (ID # 5420)

DOC ID: 5420

Approve and authorize the beer tent on May 27th, 28th and 29th.

RESULT:	FAILED [3 TO 3]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Vaughn Smith, Councilman
AYES:	Steven Heffner, Vaughn Smith, Gregory Fenner
NAYS:	Christina Conley, Greg Hull, Christina Hickson
EXCUSED:	Tom Martinbianco