



CITY OF BURTON
BURTON CITY COUNCIL MEETING
OCTOBER 19, 2020
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. MEETING INFORMATION

Burton City Council
Hosted by Racheal Boggs

<https://cityofburton.my.webex.com/cityofburton.my/j.php?MTID=mb8e985ab6a21e3be95ba256992582307>

Monday, Oct 19, 2020 7:00 pm | 2 hours | (UTC-04:00) Eastern Time (US & Canada)

Meeting number: 126 881 7720

Password: BCC2020 (2222020 from phones and video systems)

fcb8032160124c308bb9026a03d4cb0d

Join by video system

Dial 1268817720@webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-415-655-0001 US Toll

Access code: 126 881 7720

B. INVOCATION LED BY: DENNIS O'KEEFE

C. THE PLEDGE OF ALLEGIANCE IS LED BY: DENNIS O'KEEFE

Mr. Wells recognized a moment of silence for Luz Martinez owner of Poco Loco who passed away on October 17, 2020.

D. ROLL CALL

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

E. STAFF PRESENT

Duane Haskins, Mayor
Charles Abbey, DPW Director/HR
Racheal Boggs, City Clerk

Karen Moffitt, Controller
Amanda Doyle, City Attorney
Brian Ross, Police Chief
Kirk Wilkinson, Fire Chief
Mike Vogt, Assistant Fire Chief
Matt Stanley, It Department

F. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Oct 5, 2020 7:00 PM

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

G. ADMINISTRATIVE REPORTS

Mayor Haskins stated the Census finished up on October 15th. We were expecting it to go through October 31st however, a ruling came down that made October 15th the deadline. We finished approximately 2% more than what we did 10 years ago. We still don't really know what that number means because we haven't got an answer as to what the number is based off of. Fingers crossed that this puts us above the 30,000 mark. Our Veteran's Day Ceremony will be held on November 11th at 11:00 AM. Things will be a little different this year due to COVID. Project Heats On was a huge success this year and Mr. Smith will be providing that report tonight. We will be having a Christmas light contest for residential homes sponsored by our Parks & Recreation Commission. Because of COVID, we have a lot of activities that are cancelled this year, so we thought this would be a great way to spread happiness. Parks & Recreation Director, Amy Clous has put together an application that explains the contest. After Halloween, we will get the details out to everyone. The top prize will be \$100 gift card and a trophy known as the Clark Griswold trophy. We are hoping residents will get involved. With everything that has gone on this year, it would be nice to inspire some tranquility, peace, caring and giving.

1. Revenue and Expenditure Report as of September 30, 2020

H. COMMITTEE REPORTS

Mrs. Conley stated Pizza with Santa will be cancelled. We will be lighting up the park at Fire Station #1 so families will have a place to go. I would like to give the Christmas light applications to Gary Gould to put it out there. I picked up mums for the Veteran's Memorial Park and we will be cleaning it up before the Veteran's Day Ceremony.

Mr. Wells asked if anyone has heard from the Energy Reduction Coalition. They did all of our LED lights. I tried to get a hold of Robert Florka and Jim Lamareto and I don't think this company is in business anymore. Mr. Slattery was in charge of keeping in contact with them. Who is the city contact person now?

Mayor Haskins stated I am not sure of the contact person but we are still getting bills from them.

Mr. Wells asked if they are doing anything.

Mayor Haskins stated just the original contract of replacing light bulbs and some fixtures.

Mr. Wells would like to look into this.

Mr. O'Keefe stated he concurs with Mr. Wells. We need to look into it. The committee that put this together needs to reconvene.

Mr. Martinbianco stated it is appropriate to have a meeting to decide if we are going to continue those payments.

I. AUDIENCE PARTICIPATION

Public comment may be sent to: public.comment@burtonmi.gov. Comments received prior to the meeting will be read into the record.

No audience participation.

J. COUNCIL DISCUSSION

Mr. Martinbianco stated he had a request from a resident in the Crabtree and Surrey Lane area that would like kids-at-play and neighborhood watch signs. There has been a lot of speeding in that area. Do we have a decimeter? Also, what a great job on Bristol Road. Is there still money left from this project?

Mr. Abbey stated the projects we did were Vassar Road between Maple and Bristol, Maple Road to Dort Highway was chip sealed and resurfacing (mill & fill) on Bristol. It did take up all of our preservation money for this years allocations. We may have a few bucks left because the final numbers are not in yet. It was pretty close. Last I checked, we had spent about \$640,000 of the \$700,000.

Mr. Martinbianco asked about the Maple Road rehabilitation that is on the agenda tonight. Has the administration thought about reaching out to Grand Blanc Township to see if they would like to contribute? They will use the road maybe even more than our constituents.

Mr. Abbey stated we used to have a decimeter but it is probably old.

Mr. Smith thanked everyone for their efforts on the Census. We are way above the national and state average. We are better off than what we would have been if we had done nothing. Project Heats On was a success. This was a group effort as well. Thank you to Collette, Jean Johnson and the entire administration. Also thank you to our business community for the sponsorship. When we started this project 12 years ago, we had eight sponsors. We now have 35. Not only do they donate but, many of them show up on the day of the event to volunteer. We had 65 applicants and were able to help 40 people. The Burton Fire Department steps up every year with fire extinguishers and carbon monoxide detectors. We appreciate everyone who helped out. The other thing I would like to talk about is the Bataan Death March. We have been working with State Representative, Tim Sneller for a year and a half on this. We are going to be recognizing the legacy of the Bataan survivors with two signs on I69 at Center Road and Belsay Road. This will be known as the Burton Memorial Bataan Highway. It was unanimously passed by both the Senate and the House of Representatives. The signs cost about \$4,700. We are raising funds for this. We are trying to get this done before the ground freezes. If you would like to be a part of it, come see the Mayor or give me a call at 810-516-9614. The Mayor had an idea to have a Ceremony on November 11th where we will have a proxy of the signs that will be on the highway. Thank you to everyone involved in making this happen. I would like to suggest we put the Ceremony on our digital sign at City Hall. The council asked me to get with the Mayor and Matt Bach about our social media policy. Matt and the Mayor spoke and I would like an update on that conversation.

Mayor Haskins stated we did meet with Mr. Bach and we are working on getting the policy together. It will take another meeting or two.

Mr. Wells stated we are getting a lot of complaints about Belsay Road north of Davison Road. The bumps need to be skimmed down. Do we have a plan to take care of these?

Mr. Abbey stated there are one or two that we can take a little off of. We have about 40 really bad ones from Atherton to Lapeer Road on Belsay. There are about 175 total. We are looking at some options. North Belsay Road is getting ready to be redone as part of the TIP program, so we don't want to put a lot into that at this time. We will go out there this week to get the worst ones done.

Mr. Wells asked about Center Road between Bristol and Maple.

Mr. Abbey stated that was our original plan with the preservation money but we had to switch gears and go to Bristol Road between Maple and Vassar because Consumer's will be doing gas main repairs there and will be responsible for fixing the outside lane on the west side. We are going to use our money wisely by coordinating that project with Consumer's.

Mr. Wells stated the problem with the guy on Belsay Road is not going away. They call me everyday and I know they are calling the Police Chief. The Chief is doing absolutely the best he can do in this situation. Nobody wants to complain anymore or their names spoke in meetings. He is a domestic terrorist. The neighbors are putting cameras on their houses. This is a great area and that is why they moved there. Chief Ross has been involved and thought outside the box with this situation. I would love to hear everyone else's ideas of what to do.

Mr. O'Keefe stated the administration is thinking out of the box with our roads. A couple years ago, Belsay Road from Lapeer to the expressway was terrible and I got more complaints on that road than any other. You called it a quick fix and it still looks pretty good today. Keep doing what you are doing. It has worked very well. This last years budget went the smoothest it has ever been. In the next meeting or so, I would like to talk about where we are from a revenue standpoint. Are property taxes being paid? Are we up or down? Also, I am getting a lot of questions about the election. I would like an update from the Clerk.

Ms. Boggs stated we have been incredibly busy in the office with absentee voters and answering questions and concerns voters have about this election. We currently have 7,646 ballots issued and 4,226 or 61.81% that have been returned. Ballots are coming in at a rate of 300-500 per day. Approximately 100 per day are being placed in the new drive-up drop box. The drop box is serving the purpose for which it was intended and that is to provide another avenue for voters to return their ballots without relying on the post office or coming in face to face. We are also very busy with voter registration applications coming in from the state as well as other entities. Today was the deadline for mail-in registration applications. From now on, those wishing to register to vote must do it in person in the Clerk's Office. We currently have about 100 Election Workers scheduled for Election Day. That is for all 12 of our precinct locations and four Absentee Counting Boards. This includes Coordinators/Help Desk and sanitizers at each location. My office staff has been working very hard. I have had to hire extra help in the office to keep everything alphabetized, filed and audited for the Counting Boards. We are open Monday through Friday 9AM-5PM and will also be open Saturday, October 31st from 9AM-5PM.

Mr. O'Keefe asked, when are you able to begin processing the absentee ballots you are getting in? Actually taking them out of the envelope and running them through?

Ms. Boggs stated a court ruled that Clerk's could begin preprocessing of absentee ballots which has never been the case before. However, preprocessing only included slicing the ballot envelope and removing the secrecy sleeve. We were still not allowed to remove the ballot or tabulate ballots during this preprocessing time. I decided that we were not going to participate in preprocessing. I felt as though the changes we had already made to the Absentee Counting Boards such as increasing the number of boards from two to four and adding more people per board was enough to still complete the work in a timely fashion. Additionally, we keep our ballots organized and accounted for so well in our office prior to the election that the very limited preprocessing was unnecessary for our jurisdiction. We will have four groups of five people open and count absentee ballots on Election Day beginning at 8:00 AM. We will continue to count until the close of polls because voters can drop absentee ballots off all the way up to 8:00 PM. When all ballots are tabulated, results are submitted electronically to the county.

Mr. O'Keefe stated I have had quite a few people call with questions and they have called your office and spoke to you and your staff and everybody has been super complimentary. On behalf of the council, job well done, Madam Clerk. Please pass this on to your subordinates.

Mayor Haskins stated with all the stuff going on with the election that we are seeing in the news or on social media, I was in the Clerk's Office the other day and was schooled on a few things. It was a valuable lesson. There are a lot of questions out there about double voting and people receiving multiple ballots in the mail and all the extra-curriculars that are going on in attempt to jam up the election. What I learned is that in the State of Michigan, if a Burton voter submits an absentee ballot and then moves to another jurisdiction and registers there, the ballot that was cast in Burton is null and void. The computer system does this automatically so, there can't be double voting. When I learned this the other day, I thought wow. That's pretty intricate. With all the stuff we are hearing on the news, that was great news. To reassure the voters in Burton, Genesee County and the State of Michigan, with the system we have in place, it is virtually impossible to double vote.

Mrs. Conley asked if the ballots that are placed in the drop box are put inside every night.

Ms. Boggs stated yes. We empty the drop box three, four, sometimes five times per day. Monday and Friday are busier days, so we empty it more on those days. All returned ballots are locked into a secure room every night before I go home.

Mr. Smith stated I heard that you can check to see if your ballot has been received, so I did that very easily online and found out that my ballot was received on 10/6/20 and my wife's ballot was received on 10/9/20. If you are wondering if the Clerk received your ballot, you can do it online.

Ms. Boggs stated all of this information including a link to the Michigan Voter Information Center (MVIC) is on our website under the City Clerk page.

Mr. Wells asked if we still have a meeting on November 2nd.

Mr. Heffner stated the meeting will be on Thursday, November 5th.

K. COUNCIL ACTION

1. Approve and authorize the payment of Attorney Billing (Doyle) 9/30/20 to 10/13/20 in the amount of \$4,721.00.

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

2. Approve and authorize the payment of Attorney Billing (Masud) 9/1/2020 to 9/30/2020 in the amount of \$7,334.00.

Mr. O'Keefe stated we hired this firm several years ago to do union negotiations because we did not have the appropriate person on staff to do this. We have paid dearly for this service. We are starting negotiations again and I am having reservations about continuing to pay for this costly service.

Mr. Martinbianco stated I take issue with that. I do not agree with this logic.

Mr. Smith stated the problem is that it is difficult to serve two masters at the same time. We are all flawed human beings and we get emotionally involved when we work with people. We lose perspective. I think the situation we have here now is good. My concern is that we would slip back in to a situation where we would lose our way again. This is money well spent and I am very happy with the way it is now.

Mr. Wells stated in the past, we had people on board that did negotiations. If things got out of hand we had someone to call to help work through the issues. My issue is we have people being forced to accept a 1% raise and we are losing a lot of good people. I have seen both sides of this and there is merit both ways. We need people from Burton that know the area and can execute the job and want to be here. Mr. O'Keefe has a valid point.

Mr. Fenner stated Masud brings some knowledgeable information to the table but, it is a lot of money. My opinion of Masud is that it is a win at all cost philosophy. Sometimes you have to take some consideration and use your heart. We need to take a look at our employees. Why are we not getting quality applicants? I am not sure our attorney understands this. In the past, city employees have negotiated for us and they probably look at both sides more closely than our attorney does.

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

3. Approve and authorize the Mayor and Clerk to sign an amendment to the contract with Consumers Energy to add two street lights on Davison Rd. between Donegal and Covert in the amount of \$200.00, to be paid out of General Fund Street Lighting 1001-2071-926.0000.

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

4. Approve and authorize the Resolution 2020-11 of Intent to Sell the City Owned Properties.

Mr. O'Keefe asked when we will see the minimum bids?

Mr. Abbey stated I am not sure why it is not in the packet. We will get you that information.

Mr. O'Keefe stated these are closed bids and the lowest bidder will be sent to council, correct?

Attorney Doyle stated in the past, the minimum bid was included in the resolution so we can count this as the first council approval of the two approvals.

Mr. Abbey stated we looked up the last two we sold and neither one included the minimum bids.

Attorney Doyle stated if we don't put the minimum price on this resolution, we will have to have two more approvals according to our ordinance.

Discussion continued regarding the resolution for intent to sell and expediting the sale of city owned properties.

RESULT:	CARRIED [6 TO 1]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Smith, Fenner, Conley
NAYS:	Wells

5. Approve and Authorize the Mayor and City Clerk to execute a contract with Orchard, Hiltz & McCliment, In. (OHM), 34000 Plymouth Rd. Livonia, MI 48150, for Professional Engineering of Maple Ave., Sandalwood to Saginaw (DPW Project No. 20-011-P), at an estimated cost of \$49,785.05, contingent upon approval of the City Attorney.

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

6. Approve and Authorize the Mayor and City Clerk to execute a contract with Orchard, Hiltz & McCliment, In. (OHM), 34000 Plymouth Rd. Livonia, MI 48150, for Professional Engineering of Maple Ave., Fenton Rd to Sandalwood (DPW Project No. 20-011-P), at an estimated cost of \$80,371.67, contingent upon approval of the City Attorney.

Mr. Wells asked if there was a local company that bid.

Mr. Abbey stated we have been splitting up the work to all the prequalified companies.

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

7. Approve and authorize the following 2020-2021 budget amendment in the General Fund: Increase 1001-0000-581.0000 CTCL Grant Revenue by \$18,900; Increase 1001-1091-757.1000 Supplies/Services CTCL Grant by \$18,900.

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

8. Approve and authorize the following 2020-2021 budget amendment in the Fire Fund: Increase 2006-0000-501.7082 FEMA AFG COVID-19 Grant Revenue by \$26,600; Increase 2006-0000-672.0000 Walmart Grant Revenue by \$3,800; Increase 2006-0000-672.1000 Hundred Club Grant Revenue by \$3,000; Increase 2006-0000-691.0651 Community Development Block Grant Revenue by \$1,900; Increase 2006-2006-775.0000 Supplies Walmart Grant by \$3,800; Increase 2006-2006-775.1000 Supplies Hundred Club Grant by \$3,000; Increase 2006-2006-977.7082 PPE FEMA AFG COVID-19 Grant by \$26,600; and Increase 2006-2006-977.7087 CDBG Expenditures-Equipment by \$1,900.

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

9. Approve and authorize the following 2020-2021 budget amendment in the Police Fund: Increase 2007-2007-975.0002 Gasoline Storage Tank by \$35,000; Increase 2007-2007-975.0003 Parking Lot & Sidewalks by \$150,000; Decrease 2007-0000-390.0000 Unappropriated Surplus by \$185,000.

Mr. Wells asked if this money was from the sale of property.

Ms. Moffitt stated most of the money was budgeted in the 2019-2020 budget and we did not spend the funds because of the projects being postponed due to COVID.

Mr. Wells stated part of the money was for a new Code Enforcer, right?

Ms. Moffitt stated there was a fund balance in the building department fund, so in addition to transferring the sale of property funds into the general fund, you also approved hiring an additional Code Enforcer out of the building department fund which comes out of fund balance.

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

10. Approve and authorize the following 2020-2021 budget amendment in the Police Fund: Increase 2007-0000-673.0000 Sale of Assets by \$30,000; Increase 2007-2007-984.0000 Equipment by \$30,000.

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

11. Approve and authorize the following 2020-2021 budget amendment in the Police Fund: Increase 2007-0000-528.1000 CESF MSP Grant Revenue by \$19,100; Increase 2007-0000-629.7802 BRYNE JAG Grant Revenue by \$8,800; Increase 2007-2007-775.0000 Supplies CESF MSP Grant by \$15,100; Increase 2007-2007-811.7802 BRYNE JAG Grant Expense by \$8,800 and Increase 2007-0000-390.0000 Unappropriated Surplus by \$4,000.

Mr. Heffner asked if we ever fixed the problem with our Elga Account requiring only one signature.

Mayor Haskins stated we will talk to the Treasurer and make sure it has been fixed.

Mr. O'Keefe stated wire transfers were in the same situation. There should be two signatures on them also.

Ms. Moffitt stated all wire and ACH transfers require two signatures currently. There are other controls in place as well such as reconciling the bank accounts monthly by two individuals.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Danny Wells, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

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

Meeting was adjourned at 8:30 PM.



CITY OF BURTON
BURTON CITY COUNCIL MEETING
OCTOBER 5, 2020
MINUTES

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

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Burton City Council
 Hosted by Racheal Boggs

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Monday, Oct 5, 2020 7:00 pm | 2 hours | (UTC-04:00) Eastern Time (US & Canada)

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Password: BCC2020 (2222020 from phones and video systems)

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Join by video system

Dial 1269346740@webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-415-655-0001 US Toll

Access code: 126 934 6740

B. INVOCATION LED BY: DANNY WELLS

C. THE PLEDGE OF ALLEGIANCE IS LED BY: DANNY WELLS

D. ROLL CALL

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

E. STAFF PRESENT

Duane Haskins, Mayor
 Racheal Boggs, City Clerk
 Brian Ross, Police Chief
 Mike Vogt, Assistant Fire Chief
 Amanda Doyle, City Attorney

Minutes Acceptance: Minutes of Oct 5, 2020 7:00 PM (APPROVAL OF MINUTES)

Josh Leadford, Labor Attorney
Charles Abbey, DPW Director/HR
Matt Stanley, IT Department

F. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Sep 21, 2020 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Danny Wells, Councilman
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

G. ADMINISTRATIVE REPORTS

Mayor Haskins stated Attorney Josh Leadford is here for a closed session for collective bargaining strategy under section 8c of the Open Meetings Act. From everything we are reading, the Census has been extended to October 31st. Right now we are at 76.4% which is 2.2% ahead of where we were 10 years ago. We are still encouraging people to fill it out. The LED sign is up and operational. We are still getting training on it. The City of Burton will be having Trick or Treating from 5:00 PM - 7:30 PM. We are putting out recommendations to stay safe to help eliminate the spread of COVID. Schools are reporting more and more cases everyday. We have two employees who currently cannot come to work because their kids can't go to school because of COVID. State Representative Tim Sneller called me and we did secure a \$250,000 down payment for the water infrastructure improvement for our residents that were on Flint water. On the back side of this, I would like to let our residents who were on the Flint water system know that they do qualify for the \$600 million settlement that was issued through the courts, if they meet the criteria. This was mainly children in the household. The website is www.flintwaterjustice.com to add yourself to the settlement. The phone number is 1-866-536-0717. You may also text the word FLINT to 47177. Governor Whitmer announced a clean water plan of a half a billion dollars. \$290 million of it is allocated for waste water projects. This puts our city in a good position to be eligible under our SRF plan. The money is allocated in the form of grants and principle forgiveness. Stantec is working on securing funding. We had two unfortunate incidents in the city over the weekend. We had a couple shootings. I would like to let the residents know that these were isolated incidents that sort of spilled over into our city. One thing I would like to make clear is that if any of our residents are in immediate danger or a suspect is on the loose in your neighborhood, everyone would be alerted through the reverse 911 system. That means you would get a phone call telling you to stay in your home. That was not the case in these incidents. Agenda item #4 you will see the resolution to reduce water rates. This process was long and tedious. It took several months of tests. We met with each council member individually except Mrs. Conley who was unable to meet. This is huge for our residents. We were able to do it because of the council and administration working together during budget time to make cuts and consolidate positions. We will be revisiting this every year. I am so proud and pleased to say that we are able to reduce rates.

Mr. O'Keefe thanked the Mayor for addressing the folks that were on the Flint water system. Can we put a letter in the water bills for the residents in that area so we can be sure to reach them with this information?

Mayor Haskins stated we are drafting a letter to mail out individually to the approximately 100 residents.

H. COMMITTEE REPORTS

Mr. Smith stated the 2.2% increase in the Census numbers that the Mayor discussed doesn't seem like a lot but, it is. This has been a very strong group effort. For example, I hear Collette still pushing it at the front desk when I come into City Hall. Evidentially, someone here must have spoke to a resident because I received a call from someone this weekend and I walked him through filling out his Census. For the two people in the home that is \$3,600 a year for 10 years, or \$36,000 for the city. Everyone here is helping with this. It really is a group effort. I commend you all for that. If you look at this like a relay race, we are ahead of the pack. We are ahead of county, state and national numbers. Now it becomes how well the Census does at the Michigan level. When looking at the enumeration which is how many households have been contacted, Michigan is at 99%.

I. AUDIENCE PARTICIPATION

Public comment may be sent to publiccomment@burtonmi.gov. Comments received prior to the meeting will be read into the record.

No audience participation.

J. COUNCIL DISCUSSION

1. Motion to go into closed session under section 8C of the Open Meetings Act.

Council went into closed session at 7:19 PM.

Council returned from closed session at 8:10 PM.

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

K. COUNCIL ACTION

1. Approve and authorize the payment of Attorney Billing (Doyle) 9/16/20 to 9/29/20 in the amount of \$3,030.00.

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

2. Approve and authorize the payment of Attorney Billing (Masud) 8/5/2020 to 8/31/2020 in the amount of \$1,911.00.

Minutes Acceptance: Minutes of Oct 5, 2020 7:00 PM (APPROVAL OF MINUTES)

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

3. Approve and authorize the request for a Residential Sanitary Water & Sewer Installer's License for Waldorf & Sons Inc. 9118 N. Dort Highway, Mount Morris, Michigan 48458.

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

4. Water and Sewer Rates and Charges Resolution 2020-10

Mr. Martinbianco stated after doing a re-analysis in conjunction with the meeting that Mr. Smith and I had with the Mayor and Mr. Abbey, I took the liberty to run my own numbers and believe that sewer-only customers are still being overcharged. Right now, according to the study from a year ago, sewer-only customers should be paying \$95 a quarter. My calculation is that it should be \$114 a quarter. I am very happy with that.

Mr. O'Keefe asked what involvement the Woodhill Group had with this.

Mayor Haskins stated the Woodhill Group was involved every step of the way, for every test, meeting and re-check. One of the biggest things that the Woodhill Group had to say was the cost saving measures that the administration and council did by putting over a quarter of a million dollars back into the water fund.

Mr. O'Keefe stated I have been asking for six weeks to have the Woodhill Group address the council. I thought they would be here this evening and they are not. I have questions for them. We hired a consulting group who is supposed to do an annual review on this. I have questions about the 5-year forecast they did. I am not getting my questions answered so, I will not be able to vote on this tonight. If someone would like to table it, that's fine but I will be voting no until I can have my questions answered.

Mayor Haskins stated we called each of you individually to discuss the fee reduction. We broke it out and explained it. Everyone seemed to be good with it. No one asked for Woodhill to be here at that time.

Mr. O'Keefe stated I have been asking for six weeks.

Mayor Haskins stated, I understand that and we can still meet with Woodhill. I am not sure if they are doing in-person meetings. I am not opposed to them coming in, at all. I will say that we have a good opportunity in front of us to reduce the water rates that have been plaguing our residents. I have been working on getting this resolution done since I took office. We have done it through cutting wasteful

spending. We need to give relief to our residents. We should still move forward on this water rate reduction and bring Woodhill in at a different time.

Mr. Abbey asked if there are specific question Mr. O'Keefe wants answered.

Mr. O'Keefe stated I have a lot of questions. I can't believe cost cutting can pay for this reduction. We were on a thin line for five years on this. It is not making sense to me. We had to borrow \$600,000 from the city's general fund six months ago for the water fund.

Mr. Abbey stated it wasn't just the \$233,000 we cut out of water. It was a combination of things. Will we be able to maintain it long term? Who knows. We will have to wait and see. This is a document that has always been designed to re-visit every budget year. Right now we are tracking in the black and we are covering costs, plus. We redistributed the costs. We have not eliminated the revenue we are taking in. There will be a little bit of that because of meter size. Some were considered two meters because they are compound meters. There is also the 3/4 versus 5/8 meters and we went through that exercise. There is savings to those individuals much more than others but everybody, residential and small business will see a reduction because the shift is back on the large rate users. There are anomalies in our system and we have all talked about those. It is unlike anything the Woodhill Group has ever seen. We went to a straight AWWA water table based on meter size. There are variables with those. For example, one of our largest users, a manufacturing facility doubled their size (meter and compound) and their base rate dropped by \$1,000 a month. So, we went back and looked at the hybrid. We looked at the county rates and how they did it. It takes in the same revenue but distributes it differently. That is why we put a number back in the commodity because the high water users have to pay a little more. The low water users were the ones being hit so hard because it went onto the fixed costs. Even if they tried to conserve water, they couldn't save money. There has to be a balance to these things. We think this is a more balanced approach because it spreads the cost more evenly and still takes in the revenue needed.

Mr. O'Keefe stated I still have questions. We are paying Woodhill and the contract says they are supposed to be involved for the next five years. Will they be doing the year end review?

Mr. Abbey stated yes, they are. We look at our budget and they make sure our rates meet the bond obligation. That is their primary function.

Mr. Heffner stated he agrees with Mr. O'Keefe. We do need to sit down with the Woodhill Group. I do support item #4 and I will vote yes on this tonight. Right now, we have a chance to give our residents some relief.

Mr. O'Keefe asked why we are voting on this prior to the meeting with the Woodhill Group.

Mr. Heffner stated I agree with that. Right now we have a chance to give the residents some relief and I don't want to delay that. We may find more savings down the road when Woodhill comes in.

Mr. Wells stated I had a nice conversation with the Mayor about this and I would be excited if we could lower the water rates this much. Part of me is really concerned why this information didn't come out last year at this time. Everyone said we have to raise the rates, the city is going broke and the water fund is broke. Now it's 180 degrees. I have some questions for Woodhill, too. I tried to call Colleen today and she didn't return my call which concerns me. Right now, you probably have the four votes. I would like to hear what they have to say before I vote yes and a year from now we realize we messed up again. I hope it does pass but, I can't vote yes on it tonight. There is something about it that just doesn't make sense. Has this gone into effect already? I have had three people call me who have received their October water bill to thank me for lowering the rates.

Mr. Abbey stated part of it has. We are working on the part that is an administrative function and that is the terminology on the 3/4 inch meter versus 5/8 inch meter. It was a methodology thing from AWWA. Some residents will already see a savings because of this.

Mr. Wells stated so, you think you can lower the water rates without the council even knowing about it?

Mr. Abbey stated this is not lowering water rates. It is making a determination on meter size. Woodhill didn't understand this because some meters say 3/4 inch on them but, they are 5/8 inch. If you don't want to give those 700 or so people a break, then we will leave it.

Mr. Wells stated I don't have one scrap of paper from the Woodhill Group. I had a good conversation with the Mayor and I understand this but I still don't know where the \$250,000 came from.

Mayor Haskins stated there were so many different anomalies that came into play. A lot of it was based off the AWWA table versus how the county bills. These things were never addressed or investigated thoroughly when this went through the first time. That is what we were doing over the last nine months. We went through all of these things, tracked it and tested it to see what we could do to make sure we could keep our water fund in the black and still give relief to our residents.

Mr. Wells stated we have talked to the county about this and they never brought up the 3/4 or 5/8 meter.

Mr. Abbey stated they have no idea what we charge. They bill us off a master meter. We get billed straight for the usage coming into our transmission lines.

Mrs. Conley stated I agree with some of my colleagues. It would have been nice to have Woodhill here or Jeff Wright. We could have had a workshop. I am not against giving relief to our residents but I would sure like to not have it thrown in our lap tonight without the right people giving us answers. This is what got us in trouble last time. We need Woodhill here to answer some questions for everybody.

Mayor Haskins stated last time Woodhill was here. We have spent nine months working on this. We can have Woodhill come in but the relief to our residents shouldn't be delayed. What questions do you have, Mrs. Conley?

Mrs. Conley stated Mr. O'Keefe has asked for six weeks. It is not just me, so you don't have to point it out.

Mr. Heffner asked if we can get the Woodhill Group to come to our first meeting in November. This is a reduction in rates that will help a lot of people if we pass it tonight. If it was an increase I would say, no. If there is something else wrong, we can always change it in the future.

Mayor Haskins stated we can definitely reach out to the Woodhill Group.

Mr. Martinbianco stated this is an increase to the sewer-only customers. Why is our discussion only about water?

Mr. Abbey stated it isn't, they go together. In the document you received from the Woodhill Group, lowering the sewer rates in the original proposal was only for the first couple of years then it would begin to increase. We didn't implement it at that time because we had to have a history. The mistake with the sewer was because the county bills us a different rate than what we charge the sewer-only people. That was never put into the equation. We had to adjust it based on that. We have to bill how they bill us or we are subsidizing people again. Woodhill didn't do anything wrong, it was just a major methodology change. As we saw things pop up that weren't equitable and fair, we adjusted it. We should always re-visit this at budget time to make sure the numbers are going in the right direction and that we are covering our costs and putting a little away for future improvements.

Mr. Martinbianco stated I couldn't agree with you more.

Mr. Smith stated the water has been a really difficult situation for many years. It has a lot of moving parts. In 2018, I can remember us being at a \$20,000 a month deficit. Multiple times, we discussed doing a rate study. We knew we had a problem. A couple years later, \$20,000 went to \$60,000 because of the equity and interest on the bonds. In our most recent CAFER on page 116, it shows in 2010 we paid \$250,000 in interest for water and sewer. By 2019, it was \$1.7 million. We did do raises. We had Karegnondi and the 42 inch pipeline. We had Detroit water and sewer raising double digit numbers. Woodhill is only guilty of using a cookie cutter approach. We are all better educated about the anomalies in our system. Beta runs should have been done back in 2018 and they were not. We didn't have time because we needed to stop the bleeding. Since then, we have done several beta runs with the bills to make sure there are two variables: making sure we are covering the deficit and that the people who use the water are the ones paying. We haven't been hemorrhaging and it has given us time to take a look at this very complicated problem. If this was an increase in rates, I would agree with you but, we are lowering rates and we are still in the black. Why don't we give our residents a water decrease and talk to Woodhill about our questions later. Let's vote and get this passed.

Mr. O'Keefe stated on the proposal for tonight it states, whereas, the City Council has reviewed the proposed rate allocation methodology and has determined that rates and charges are appropriate and equitable. Then there is a small box here and that is it. Maybe to make it clearer, what I am looking for is a cut-off at the end of

September with what was used and the rates. Then we can start up the new thing. There has to be a forecast. We need dollars plugged in there instead of talking about the size of meters. That way, we can see the cash flow of this. We have been bleeding money out of this and had to go to the general fund for \$600,000 not too long ago. We have to get this right. I am not convinced and this resolution says I have to be convinced. It has to be in a timeline or graph and equate to dollars.

Mr. Wells stated all I want is some clarity. The last time we went through this in 2019, the Woodhill Group came in at special meetings and we were able to ask questions. At that time, both Woodhill and the administration told us if we did not do what they said to do then the state would come in and take over our water fund. They said we were \$1.4 million in the red. After all the conversations we had, I thought I was doing the right thing. I fell for it, I guess. I have had many sleepless nights since then. I want to see real numbers and I want to see how we got to this. Apparently, by the phone calls I am getting this is already in motion, so we are not hurting anybody. I don't know how this happened. How do you lower the water rates without City Council voting on it?

Mr. Heffner stated they changed the classifications of the meters, Mr. Wells. They were charging for 3/4 meters and now they are charging for 5/8.

Mr. Wells stated that would have been helpful for us to know. What else is going on behind the scenes? We come in every other Monday and have things thrown in our lap to vote on. That's crap. We deserve better than that. I want to know why things work the way they work. Mr. Smith is privy to this information. Why aren't we all? We have a new Councilman here and he is getting thrown into a storm again.

Mr. Martinbianco asked for the extent of what we are doing with the Census.

Mr. Smith stated in 2010 the city had 74.2% of homes respond to the Census. Currently, for the 2020 Census we have 76.4% of homes in Burton respond to the Census. So, we are up by 2.2%. I say homes because you could have anywhere from one person to a family in it. We don't have a definitive number but we know that we are ahead. Roughly one third of the homes in a typical town, don't respond. That is when the Census workers go out to knock on doors to see who is living in those homes. If the Census workers do an equally good job as they did in 2010, we will see positive numbers. We will not know the final numbers until sometime mid next year.

Mr. O'Keefe stated Mr. Mayor, I would like to make it clear that I have questions for the Woodhill Group so they can be prepared when they get here. My questions are how the usage equates out to dollars with the changes you have made and how it covers our obligations. I understand about the usage but, I have seen nothing about dollars. Please let them know this prior to them meeting with us.

Mr. Abbey stated we know the dollars. We will get them for you.

Mr. Okeefe stated he would like the council to receive this information prior to the meeting so we have a chance to look at it.

RESULT:	CARRIED [5 TO 2]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Gregory Fenner, Vice President
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley
NAYS:	O'Keefe, Wells

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

Meeting was adjourned at 9:03 PM.

Minutes Acceptance: Minutes of Oct 5, 2020 7:00 PM (APPROVAL OF MINUTES)



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

Meeting: 10/19/20 07:00 PM
Department: Controller's Office
Category: Report
Prepared By: Karen Moffitt
Department Head: Karen Moffitt

G.1

SCHEDULED

INFORMATION ITEM (ID # 4908)

DOC ID: 4908

Revenue and Expenditure Report as of September 30, 2020

ATTACHMENTS:

- Revenue and Expenditure Report 9-30-20 (PDF)

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REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

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PERIOD ENDING 09/30/2020

% Fiscal Year Completed: 25.21

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

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	09/30/2020 NORMAL (ABNORMAL)	MONTH 09/30/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 1001 - GENERAL FUND						
Revenues						
Dept 0000						
1001-0000-403.0000	CURRENT REAL/PERSONAL TAXES	2,522,700.00	2,283,536.84	1,727,865.44	239,163.16	90.52
1001-0000-404.0000	TAX CHARGEBACKS	(75,000.00)	0.00	0.00	(75,000.00)	0.00
1001-0000-407.0000	DELINQUENT PERSONAL TAXES	600.00	0.00	0.00	600.00	0.00
1001-0000-446.0000	INTEREST & PENALTIES ON TAXES	130,000.00	66.81	66.81	129,933.19	0.05
1001-0000-450.0000	ALL PERMITS & LICENSE FEES	10,000.00	2,063.00	450.00	7,937.00	20.63
1001-0000-453.0000	FRANCHISE FEES	400,000.00	0.00	0.00	400,000.00	0.00
1001-0000-454.0000	LEASE FEES	44,500.00	7,416.82	3,708.41	37,083.18	16.67
1001-0000-573.0000	LOC COMM STABILIZ SHR APPROPR (STATE)	63,400.00	0.00	0.00	63,400.00	0.00
1001-0000-574.0000	STATE SHARED REVENUES	2,646,700.00	0.00	379,151.00	2,646,700.00	0.00
1001-0000-576.0000	LIQUOR FEES	19,000.00	18,437.65	0.00	562.35	97.04
1001-0000-608.0000	BOARD OF APPEALS	8,000.00	1,800.00	450.00	6,200.00	22.50
1001-0000-618.0000	ADMINISTRATION FEES	307,000.00	218,270.60	162,379.99	88,729.40	71.10
1001-0000-622.0000	ZONING FEES	11,000.00	4,505.00	1,245.00	6,495.00	40.95
1001-0000-627.0000	COPY FEES	1,900.00	528.36	79.50	1,371.64	27.81
1001-0000-666.0000	INTEREST INCOME	26,000.00	41,595.84	0.00	(15,595.84)	159.98
1001-0000-669.0000	INVESTMENT GAINS AND LOSSES	0.00	55,694.96	0.00	(55,694.96)	100.00
1001-0000-673.0000	GAIN (LOSS) ON SALE OF ASSETS	5,800.00	4,700.00	4,700.00	1,100.00	81.03
1001-0000-674.0000	PARKS AND REC DONATIONS	3,000.00	100.00	0.00	2,900.00	3.33
1001-0000-674.0001	TREE LIGHTING DONATIONS	1,700.00	0.00	0.00	1,700.00	0.00
1001-0000-675.0000	REFUNDS & REBATES	14,000.00	0.00	0.00	14,000.00	0.00
1001-0000-678.0000	REIMBURSEMENT INCOME	20,000.00	100.00	0.00	19,900.00	0.50
1001-0000-691.0653	MEMORIAL DAY PARADE DONATIONS	1,000.00	0.00	0.00	1,000.00	0.00
1001-0000-691.2049	TRANSFER FROM BUILDING DEPARTMENT	267,600.00	0.00	0.00	267,600.00	0.00
1001-0000-691.5013	TRANSFER FROM DDA	2,000.00	0.00	0.00	2,000.00	0.00
1001-0000-694.0000	OTHER REVENUES	10,000.00	235.15	50.00	9,764.85	2.35
Total Dept 0000		6,440,900.00	2,639,051.03	2,280,146.15	3,801,848.97	40.97
TOTAL REVENUES		6,440,900.00	2,639,051.03	2,280,146.15	3,801,848.97	40.97
Expenditures						
Dept 1001 - COUNCIL						
1001-1001-703.0000	SALARY	67,000.00	16,750.05	5,583.35	50,249.95	25.00
1001-1001-710.0000	BOARD OF REVIEW	3,000.00	525.00	0.00	2,475.00	17.50
1001-1001-719.0000	FRINGE BENEFITS	82,700.00	16,111.77	5,287.36	66,588.23	19.48
1001-1001-727.0000	OFFICE SUPPLIES	1,500.00	586.69	289.63	913.31	39.11
1001-1001-728.0000	INFORMATION TECH ALLOCATION	23,300.00	23,300.00	23,300.00	0.00	100.00
1001-1001-731.0000	POSTAGE	100.00	0.00	0.00	100.00	0.00
1001-1001-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	22,000.00	14,547.41	14,204.40	7,452.59	66.12
1001-1001-818.0000	CONTRACTUAL SERVICES	5,000.00	0.00	0.00	5,000.00	0.00
1001-1001-818.0001	MASTER PLAN	2,000.00	0.00	0.00	2,000.00	0.00
1001-1001-826.0000	LEGAL	110,000.00	7,777.30	1,482.55	102,222.70	7.07
1001-1001-828.0000	MEMBERSHIP & DUES	13,000.00	10,413.00	0.00	2,587.00	80.10
1001-1001-864.0000	TRAINING	12,000.00	0.00	0.00	12,000.00	0.00
1001-1001-900.0000	NOTICES	5,000.00	219.90	219.90	4,780.10	4.40
1001-1001-910.0000	INSURANCE	112,000.00	94,465.00	94,465.00	17,535.00	84.34
1001-1001-956.0000	MISCELLANEOUS	400.00	0.00	0.00	400.00	0.00
Total Dept 1001 - COUNCIL		459,000.00	184,696.12	144,832.19	274,303.88	40.24
Dept 1071 - MAYOR						
1001-1071-703.0000	SALARY	86,800.00	20,014.77	6,675.52	66,785.23	23.06
1001-1071-706.0000	SALARIES PERMANENT	51,700.00	9,157.09	3,547.66	42,542.91	17.71
1001-1071-717.0000	RETIREMENT - MERS ACTIVE	13,700.00	3,029.67	1,011.98	10,670.33	22.11

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REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

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PERIOD ENDING 09/30/2020

% Fiscal Year Completed: 25.21

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

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			09/30/2020 NORMAL (ABNORMAL)	MONTH 09/30/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 1001 - GENERAL FUND						
Expenditures						
1001-1071-718.0000	RETIREMENT - MERS RETIREES	23,500.00	4,448.55	1,723.45	19,051.45	18.93
1001-1071-719.0000	FRINGE BENEFITS	43,600.00	10,380.75	2,598.85	33,219.25	23.81
1001-1071-727.0000	OFFICE SUPPLIES	1,000.00	0.00	0.00	1,000.00	0.00
1001-1071-728.0000	INFORMATION TECH ALLOCATION	13,800.00	13,800.00	13,800.00	0.00	100.00
1001-1071-731.0000	POSTAGE	500.00	10.60	8.60	489.40	2.12
1001-1071-757.0000	OPERATING EXPENDITURES	1,000.00	0.00	0.00	1,000.00	0.00
1001-1071-818.0000	CONTRACTUAL SERVICE	1,000.00	0.00	0.00	1,000.00	0.00
1001-1071-828.0000	MEMBERSHIP & DUES	2,500.00	579.00	224.00	1,921.00	23.16
1001-1071-863.0000	AUTO REPAIR	1,500.00	33.06	0.00	1,466.94	2.20
1001-1071-864.0000	TRAINING	7,500.00	0.00	0.00	7,500.00	0.00
1001-1071-867.0000	GAS & OIL	1,400.00	0.00	0.00	1,400.00	0.00
1001-1071-910.0000	INSURANCE	600.00	438.19	438.19	161.81	73.03
1001-1071-956.0000	MISCELLANEOUS	400.00	0.00	0.00	400.00	0.00
1001-1071-984.0000	OFFICE EQUIPMENT	700.00	0.00	0.00	700.00	0.00
Total Dept 1071 - MAYOR		251,200.00	61,891.68	30,028.25	189,308.32	24.64
Dept 1091 - ELECTION						
1001-1091-706.0000	SALARIES PERMANENT	62,900.00	13,113.46	4,395.97	49,786.54	20.85
1001-1091-709.0000	OVERTIME	8,500.00	1,292.75	15.24	7,207.25	15.21
1001-1091-710.0000	FEES PER DIEM	66,000.00	12,624.07	0.00	53,375.93	19.13
1001-1091-718.0000	RETIREMENT - MERS RETIREES	29,100.00	656.32	215.95	28,443.68	2.26
1001-1091-719.0000	FRINGE BENEFITS	43,400.00	10,277.31	2,895.16	33,122.69	23.68
1001-1091-727.0000	SUPPLIES	8,000.00	1,421.76	543.71	6,578.24	17.77
1001-1091-728.0000	INFORMATION TECH ALLOCATION	2,100.00	2,100.00	2,100.00	0.00	100.00
1001-1091-731.0000	POSTAGE	6,800.00	8,650.05	5,081.60	(1,850.05)	127.21
1001-1091-757.0000	OPERATING EXPENDITURES	200.00	0.00	0.00	200.00	0.00
1001-1091-818.0000	CONTRACTUAL SERVICE	9,000.00	198.40	0.00	8,801.60	2.20
1001-1091-861.0000	AUTO ALLOWANCE	600.00	19.96	0.00	580.04	3.33
1001-1091-864.0000	TRAINING	4,000.00	0.00	0.00	4,000.00	0.00
1001-1091-900.0000	NOTICES	400.00	0.00	0.00	400.00	0.00
1001-1091-943.0000	EQUIPMENT RENTAL	1,400.00	292.11	0.00	1,107.89	20.87
1001-1091-956.0000	MISCELLANEOUS	100.00	0.00	0.00	100.00	0.00
1001-1091-977.7089	NEW EQUIPMENT	20,000.00	0.00	0.00	20,000.00	0.00
Total Dept 1091 - ELECTION		262,500.00	50,646.19	15,247.63	211,853.81	19.29
Dept 2009 - ASSESSOR						
1001-2009-703.0000	SALARY	75,700.00	17,448.97	5,816.33	58,251.03	23.05
1001-2009-706.0000	SALARIES PERMANENT	112,300.00	24,467.09	9,211.53	87,832.91	21.79
1001-2009-709.0000	OVERTIME	900.00	220.80	156.62	679.20	24.53
1001-2009-717.0000	RETIREMENT - MERS ACTIVE	300.00	52.32	17.44	247.68	17.44
1001-2009-718.0000	RETIREMENT - MERS RETIREES	89,900.00	19,873.55	6,726.51	70,026.45	22.11
1001-2009-719.0000	FRINGE BENEFITS	115,600.00	23,991.20	7,423.01	91,608.80	20.75
1001-2009-727.0000	OFFICE SUPPLIES	1,200.00	0.00	0.00	1,200.00	0.00
1001-2009-728.0000	INFORMATION TECH ALLOCATION	10,600.00	10,600.00	10,600.00	0.00	100.00
1001-2009-731.0000	POSTAGE	7,500.00	233.85	90.50	7,266.15	3.12
1001-2009-757.0000	OPERATING EXPENDITURES	200.00	0.00	0.00	200.00	0.00
1001-2009-818.0000	CONTRACTUAL SERVICE	4,000.00	0.00	0.00	4,000.00	0.00
1001-2009-818.7100	PICTOMETRY & ORTHOIMAGERY PROJECT	2,500.00	0.00	0.00	2,500.00	0.00
1001-2009-826.0000	LEGAL	2,000.00	1,575.00	525.00	425.00	78.75
1001-2009-828.0000	MEMBERSHIP & DUES	1,000.00	0.00	0.00	1,000.00	0.00
1001-2009-863.0000	AUTO REPAIR	1,500.00	530.17	438.19	969.83	35.34
1001-2009-864.0000	TRAINING	3,000.00	0.00	0.00	3,000.00	0.00
1001-2009-867.0000	GAS & OIL	500.00	0.00	0.00	500.00	0.00

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REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

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% Fiscal Year Completed: 25.21

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

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2020 NORMAL (ABNORMAL)	MONTH 09/30/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 1001 - GENERAL FUND						
Expenditures						
1001-2009-868.0000	AUTO WASH	100.00	0.00	0.00	100.00	0.00
1001-2009-984.0000	OFFICE EQUIPMENT	800.00	0.00	0.00	800.00	0.00
Total Dept 2009 - ASSESSOR		429,600.00	98,992.95	41,005.13	330,607.05	23.04
Dept 2015 - CLERK						
1001-2015-703.0000	CLERK SALARY	60,600.00	13,977.60	4,659.20	46,622.40	23.07
1001-2015-706.0000	SALARIES PERMANENT	21,000.00	4,392.04	1,465.41	16,607.96	20.91
1001-2015-709.0000	OVERTIME	2,400.00	474.48	82.71	1,925.52	19.77
1001-2015-717.0000	RETIREMENT - MERS ACTIVE	200.00	41.94	13.98	158.06	20.97
1001-2015-718.0000	RETIREMENT - MERS RETIREES	39,200.00	7,008.28	2,335.43	32,191.72	17.88
1001-2015-719.0000	FRINGE BENEFITS	43,200.00	8,809.45	2,817.59	34,390.55	20.39
1001-2015-727.0000	OFFICE SUPPLIES	700.00	277.03	277.03	422.97	39.58
1001-2015-728.0000	INFORMATION TECH ALLOCATION	6,400.00	6,400.00	6,400.00	0.00	100.00
1001-2015-731.0000	POSTAGE	400.00	12.80	6.60	387.20	3.20
1001-2015-818.0000	CONTRACTUAL SERVICE	500.00	225.74	212.12	274.26	45.15
1001-2015-828.0000	MEMBERSHIP & DUES	900.00	0.00	0.00	900.00	0.00
1001-2015-861.0000	AUTO ALLOWANCE	400.00	97.69	0.00	302.31	24.42
1001-2015-864.0000	TRAINING	3,500.00	0.00	0.00	3,500.00	0.00
1001-2015-956.0000	MISCELLANEOUS	200.00	0.00	0.00	200.00	0.00
1001-2015-977.7089	NEW EQUIPMENT	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 2015 - CLERK		180,600.00	41,717.05	18,270.07	138,882.95	23.10
Dept 2023 - CONTROLLER						
1001-2023-703.0000	CONTROLLER SALARY	26,200.00	6,039.10	2,013.02	20,160.90	23.05
1001-2023-706.0000	SALARIES PERMANENT	62,300.00	14,575.43	4,590.08	47,724.57	23.40
1001-2023-709.0000	OVERTIME	1,600.00	4.53	0.00	1,595.47	0.28
1001-2023-717.0000	RETIREMENT - MERS ACTIVE	200.00	40.25	13.42	159.75	20.13
1001-2023-718.0000	RETIREMENT - MERS RETIREES	43,500.00	8,864.20	3,044.17	34,635.80	20.38
1001-2023-719.0000	FRINGE BENEFITS	47,900.00	10,607.72	2,851.06	37,292.28	22.15
1001-2023-727.0000	OFFICE SUPPLIES	1,400.00	37.77	0.00	1,362.23	2.70
1001-2023-728.0000	INFORMATION TECH ALLOCATION	8,500.00	8,500.00	8,500.00	0.00	100.00
1001-2023-731.0000	POSTAGE	200.00	10.05	1.90	189.95	5.03
1001-2023-818.0000	CONTRACTUAL SERVICE	1,200.00	0.00	0.00	1,200.00	0.00
1001-2023-828.0000	MEMBERSHIP & DUES	1,200.00	395.00	0.00	805.00	32.92
1001-2023-864.0000	TRAINING	2,000.00	0.00	0.00	2,000.00	0.00
1001-2023-956.0000	MISCELLANEOUS	400.00	0.00	0.00	400.00	0.00
Total Dept 2023 - CONTROLLER		196,600.00	49,074.05	21,013.65	147,525.95	24.96
Dept 2053 - TREASURER						
1001-2053-703.0000	TREASURER SALARY	26,300.00	5,700.02	1,900.00	20,599.98	21.67
1001-2053-706.0000	SALARIES PERMANENT	12,600.00	2,893.14	964.41	9,706.86	22.96
1001-2053-709.0000	OVERTIME	200.00	0.00	0.00	200.00	0.00
1001-2053-717.0000	RETIREMENT - MERS ACTIVE	4,000.00	855.00	285.00	3,145.00	21.38
1001-2053-718.0000	RETIREMENT - MERS RETIREES	1,100.00	236.32	78.76	863.68	21.48
1001-2053-719.0000	FRINGE BENEFITS	21,800.00	4,798.42	1,371.65	17,001.58	22.01
1001-2053-727.0000	OFFICE SUPPLIES	600.00	70.95	70.95	529.05	11.83
1001-2053-728.0000	INFORMATION TECH ALLOCATION	2,100.00	2,100.00	2,100.00	0.00	100.00
1001-2053-731.0000	POSTAGE	14,000.00	5,761.45	50.80	8,238.55	41.15
1001-2053-757.0000	OPERATING EXPENDITURES	200.00	0.00	0.00	200.00	0.00
1001-2053-827.0000	TAX ROLL EXPENSE	8,000.00	4,226.21	0.00	3,773.79	52.83
1001-2053-828.0000	MEMBERSHIP & DUES	500.00	125.00	0.00	375.00	25.00

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GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2020 (ABNORMAL)	MONTH 09/30/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 1001 - GENERAL FUND						
Expenditures						
1001-2053-864.0000	TRAINING	1,500.00	0.00	0.00	1,500.00	0.00
1001-2053-956.3000	BANKING SUPPLIES	500.00	114.37	0.00	385.63	22.87
1001-2053-984.0000	OFFICE EQUIPMENT	1,500.00	0.00	0.00	1,500.00	0.00
Total Dept 2053 - TREASURER		94,900.00	26,880.88	6,821.57	68,019.12	28.33
Dept 2065 - CITY HALL						
1001-2065-706.0000	SALARIES PERMANENT	57,300.00	10,862.01	4,125.21	46,437.99	18.96
1001-2065-709.0000	OVERTIME	400.00	51.24	41.14	348.76	12.81
1001-2065-718.0000	RETIREMENT - MERS RETIREES	5,600.00	1,244.61	561.01	4,355.39	22.23
1001-2065-719.0000	FRINGE BENEFITS	44,600.00	6,778.56	1,763.05	37,821.44	15.20
1001-2065-727.0000	OFFICE SUPPLIES	6,000.00	432.51	256.06	5,567.49	7.21
1001-2065-728.0000	INFORMATION TECH ALLOCATION	145,900.00	145,900.00	145,900.00	0.00	100.00
1001-2065-757.0000	OPERATING EXPENDITURES	300.00	0.00	0.00	300.00	0.00
1001-2065-757.0010	COVID-19 PPE FEMA	0.00	679.79	584.52	(679.79)	100.00
1001-2065-818.0000	CONTRACTUAL SERVICE	6,500.00	1,133.64	0.00	5,366.36	17.44
1001-2065-825.0000	JANITORIAL	8,800.00	2,160.00	1,440.00	6,640.00	24.55
1001-2065-826.0000	LEGAL	20,000.00	31.25	0.00	19,968.75	0.16
1001-2065-910.0000	BUILDING INSURANCE	12,000.00	9,137.03	9,137.03	2,862.97	76.14
1001-2065-920.0000	UTILITIES	40,000.00	8,863.81	2,493.24	31,136.19	22.16
1001-2065-920.1000	ERC LED PROGRAM	7,200.00	1,780.02	593.34	5,419.98	24.72
1001-2065-937.0000	BUILDING MAINT & SUPPLIES	25,000.00	537.84	358.09	24,462.16	2.15
1001-2065-937.8000	ADA BLDG/MAINT & SUPPLIES	4,000.00	0.00	0.00	4,000.00	0.00
1001-2065-938.0000	MAINT OF GROUNDS	6,000.00	890.38	550.44	5,109.62	14.84
1001-2065-943.0000	EQUIPMENT RENTAL	8,000.00	2,521.65	966.81	5,478.35	31.52
1001-2065-956.0401	PAYMENT ON PENSION UAL	1,000,000.00	0.00	0.00	1,000,000.00	0.00
1001-2065-977.7089	NEW EQUIPMENT	14,000.00	32,602.69	0.00	(18,602.69)	232.88
1001-2065-977.7090	CITY HALL EXPANSION/LEASE DEBT SERVICE	127,400.00	0.00	0.00	127,400.00	0.00
Total Dept 2065 - CITY HALL		1,539,000.00	225,607.03	168,769.94	1,313,392.97	14.66
Dept 2071 - PUBLIC SERVICE						
1001-2071-879.0000	PUBLIC RELATIONS	2,500.00	85.00	85.00	2,415.00	3.40
1001-2071-880.0000	ECONOMIC DEVELOPMENT-NEXT CORP	3,000.00	0.00	0.00	3,000.00	0.00
1001-2071-922.0000	DRAINS AT LARGE	46,000.00	0.00	0.00	46,000.00	0.00
1001-2071-922.0001	GILKEY CREEK PRINCIPAL	39,000.00	0.00	0.00	39,000.00	0.00
1001-2071-922.0002	GILKEY CREEK INTEREST	2,500.00	0.00	0.00	2,500.00	0.00
1001-2071-926.0000	STREET LIGHTING	465,000.00	105,096.78	35,344.30	359,903.22	22.60
1001-2071-959.7654	DISASTER AID	10,000.00	0.00	0.00	10,000.00	0.00
1001-2071-959.7660	HOLIDAY DECORATIONS/LABOR COST	5,000.00	66.41	0.00	4,933.59	1.33
1001-2071-961.0000	WEED CUTTING - TAX REVERTED PROP.	37,000.00	7,476.48	2,438.83	29,523.52	20.21
Total Dept 2071 - PUBLIC SERVICE		610,000.00	112,724.67	37,868.13	497,275.33	18.48
Dept 6090 - PARKS & RECREATION						
1001-6090-705.0000	RECREATION DIRECTOR STIPEND	10,000.00	2,307.72	769.24	7,692.28	23.08
1001-6090-706.0000	SALARIES PERMANENT	2,700.00	134.19	41.28	2,565.81	4.97
1001-6090-709.0000	OVERTIME	600.00	0.00	0.00	600.00	0.00
1001-6090-710.0000	COMMISSION SALARIES	5,000.00	0.00	0.00	5,000.00	0.00
1001-6090-717.0000	RETIREMENT - MERS ACTIVE	100.00	0.00	0.00	100.00	0.00
1001-6090-718.0000	RETIREMENT - MERS RETIREES	1,500.00	705.43	106.44	794.57	47.03
1001-6090-719.0000	FRINGE BENEFITS	2,300.00	1,098.22	281.90	1,201.78	47.75
1001-6090-728.0000	INFORMATION TECH ALLOCATION	1,100.00	1,100.00	1,100.00	0.00	100.00
1001-6090-731.0000	POSTAGE	1,300.00	0.00	0.00	1,300.00	0.00

Attachment: Revenue and Expenditure Report 9-30-20 (4908 : Revenue and Expenditure Report as of

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		AMENDED BUDGET	09/30/2020 NORMAL (ABNORMAL)	MONTH 09/30/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 1001 - GENERAL FUND						
Expenditures						
1001-6090-757.0000	OPERATING EXPENDITURES	3,000.00	637.50	447.49	2,362.50	21.25
1001-6090-818.0000	CONTRACTUAL SERVICES	9,000.00	1,884.88	1,884.88	7,115.12	20.94
1001-6090-920.1000	ERC LED PROGRAM	1,800.00	434.43	144.81	1,365.57	24.14
1001-6090-938.0000	MAINT OF GROUNDS	14,000.00	3,051.76	1,154.62	10,948.24	21.80
1001-6090-943.0000	EQUIPMENT RENTAL	12,700.00	2,986.68	929.09	9,713.32	23.52
1001-6090-956.0000	MISCELLANEOUS	700.00	0.00	0.00	700.00	0.00
1001-6090-959.7674	MEMORIAL DAY PARADE	19,200.00	0.00	0.00	19,200.00	0.00
1001-6090-962.0000	TRAINING & MEMBERSHIPS	600.00	0.00	0.00	600.00	0.00
1001-6090-973.0000	P & R COMMUNITY EVENTS	3,000.00	0.00	0.00	3,000.00	0.00
1001-6090-973.1000	EASTER EGG HUNT	2,000.00	0.00	0.00	2,000.00	0.00
1001-6090-973.1200	TRICK OR TREAT TRAIL	3,800.00	0.00	0.00	3,800.00	0.00
1001-6090-973.1300	TREE LIGHTING CEREMONY	3,000.00	0.00	0.00	3,000.00	0.00
1001-6090-973.1400	PIZZA WITH SANTA	2,800.00	0.00	0.00	2,800.00	0.00
Total Dept 6090 - PARKS & RECREATION		100,200.00	14,340.81	6,859.75	85,859.19	14.31
Dept 8001 - PLANNING						
1001-8001-706.0000	SALARIES PERMANENT	29,300.00	6,763.06	2,247.44	22,536.94	23.08
1001-8001-709.0000	OVERTIME	900.00	63.14	1.89	836.86	7.02
1001-8001-710.0000	COMMISSION SALARIES	5,000.00	470.00	160.00	4,530.00	9.40
1001-8001-717.0000	RETIREMENT - MERS ACTIVE	100.00	17.82	5.94	82.18	17.82
1001-8001-718.0000	RETIREMENT - MERS RETIREES	12,600.00	2,964.22	987.40	9,635.78	23.53
1001-8001-719.0000	FRINGE BENEFITS	18,700.00	4,983.83	1,294.37	13,716.17	26.65
1001-8001-727.0000	SUPPLIES & POSTAGE	700.00	83.75	18.50	616.25	11.96
1001-8001-728.0000	INFORMATION TECH ALLOCATION	1,100.00	1,100.00	1,100.00	0.00	100.00
1001-8001-757.0000	OPERATING EXPENDITURES	100.00	0.00	0.00	100.00	0.00
1001-8001-818.0000	CONTRACTUAL SERVICE	40,000.00	0.00	0.00	40,000.00	0.00
1001-8001-826.0000	LEGAL	5,000.00	125.00	62.50	4,875.00	2.50
1001-8001-828.0000	MEMBERSHIP & DUES	200.00	152.50	0.00	47.50	76.25
1001-8001-864.0000	TRAINING	2,500.00	0.00	0.00	2,500.00	0.00
1001-8001-900.0000	NOTICES	600.00	42.30	42.30	557.70	7.05
Total Dept 8001 - PLANNING		116,800.00	16,765.62	5,920.34	100,034.38	14.35
Dept 8005 - ZONING						
1001-8005-706.0000	SALARIES PERMANENT	29,300.00	6,812.80	2,247.38	22,487.20	23.25
1001-8005-709.0000	OVERTIME	900.00	8.79	1.88	891.21	0.98
1001-8005-710.0000	BOARD SALARIES	5,000.00	260.00	0.00	4,740.00	5.20
1001-8005-717.0000	RETIREMENT - MERS ACTIVE	100.00	17.79	5.94	82.21	17.79
1001-8005-718.0000	RETIREMENT - MERS RETIREES	12,600.00	2,964.18	987.40	9,635.82	23.53
1001-8005-719.0000	FRINGE BENEFITS	18,700.00	4,959.73	1,282.20	13,740.27	26.52
1001-8005-727.0000	SUPPLIES & POSTAGE	800.00	61.00	18.50	739.00	7.63
1001-8005-728.0000	INFORMATION TECH ALLOCATION	1,100.00	1,100.00	1,100.00	0.00	100.00
1001-8005-757.0000	OPERATING EXPENDITURES	100.00	0.00	0.00	100.00	0.00
1001-8005-828.0000	MEMBERSHIP & DUES	100.00	92.50	0.00	7.50	92.50
1001-8005-864.0000	TRAINING	2,500.00	0.00	0.00	2,500.00	0.00
1001-8005-900.0000	NOTICES	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 8005 - ZONING		72,200.00	16,276.79	5,643.30	55,923.21	22.54
Dept 9001 - CAPITAL OUTLAY						
1001-9001-974.0000	RESURFACE DPW PARKING LOT	60,000.00	110.96	110.96	59,889.04	0.18
Total Dept 9001 - CAPITAL OUTLAY		60,000.00	110.96	110.96	59,889.04	0.18

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GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 1001 - GENERAL FUND						
Expenditures						
Dept 9099 - TRANSFERS OUT						
1001-9099-999.2003	TRANSFER TO LOCAL STREETS	30,000.00	0.00	0.00	30,000.00	0.00
1001-9099-999.2006	TRANSFER TO FIRE DEPARTMENT FUND	879,200.00	0.00	0.00	879,200.00	0.00
1001-9099-999.2007	TRANSFER TO POLICE FUND	252,000.00	0.00	0.00	252,000.00	0.00
1001-9099-999.2069	TRANSFER TO SENIOR CITIZENS FUND	180,000.00	0.00	0.00	180,000.00	0.00
1001-9099-999.7094	TRANSFER TO OTHER FUNDS	165,000.00	0.00	0.00	165,000.00	0.00
Total Dept 9099 - TRANSFERS OUT		1,506,200.00	0.00	0.00	1,506,200.00	0.00
TOTAL EXPENDITURES		5,878,800.00	899,724.80	502,390.91	4,979,075.20	15.30
Fund 1001 - GENERAL FUND:						
TOTAL REVENUES		6,440,900.00	2,639,051.03	2,280,146.15	3,801,848.97	40.97
TOTAL EXPENDITURES		5,878,800.00	899,724.80	502,390.91	4,979,075.20	15.30
NET OF REVENUES & EXPENDITURES		562,100.00	1,739,326.23	1,777,755.24	(1,177,226.23)	309.43
BEG. FUND BALANCE		2,232,133.82	2,232,133.82			
NET OF REVENUES/EXPENDITURES - 2019-20			571,314.46		571,314.46	
END FUND BALANCE		2,794,233.82	4,542,774.51			

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			09/30/2020 NORMAL (ABNORMAL)	MONTH 09/30/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 2002 - MAJOR STREETS						
Revenues						
Dept 0000						
2002-0000-450.0000	RIGHT OF WAY PERMIT FEES	5,800.00	2,060.00	470.00	3,740.00	35.52
2002-0000-574.0000	51 GAS & WEIGHT TAX	3,121,000.00	653,226.86	653,226.86	2,467,773.14	20.93
2002-0000-574.0659	ST OF MI ROW MAINTENANCE FEE	83,000.00	0.00	0.00	83,000.00	0.00
2002-0000-574.0665	FEDERAL/STATE CONST REVENUE	420,000.00	62,959.65	62,959.65	357,040.35	14.99
2002-0000-649.0000	MATERIAL SALES	6,000.00	154.56	0.00	5,845.44	2.58
2002-0000-666.0000	INTEREST INCOME	25,000.00	0.00	0.00	25,000.00	0.00
2002-0000-675.0000	REFUNDS & REBATES	100.00	0.00	0.00	100.00	0.00
2002-0000-678.0000	REIMBURSEMENT INCOME	3,000.00	0.00	0.00	3,000.00	0.00
2002-0000-694.0000	MISCELLANEOUS	500.00	0.00	0.00	500.00	0.00
Total Dept 0000		3,664,400.00	718,401.07	716,656.51	2,945,998.93	19.60
TOTAL REVENUES		3,664,400.00	718,401.07	716,656.51	2,945,998.93	19.60
Expenditures						
Dept 4051 - CONSTRUCTION						
2002-4051-719.0000	FRINGE BENEFITS	0.00	0.00	0.01	0.00	0.00
2002-4051-802.7599	SAGINAW ST. (BRISTOL - HEMPHILL)	0.00	444.81	0.00	(444.81)	100.00
2002-4051-802.7601	CENTER RD (DAVISON TO DOLPHAINE)	0.00	33.81	0.00	(33.81)	100.00
2002-4051-802.7606	S.B. GRAND TRAVERSE ST (BRISTOL-HEMPHILL	194,400.00	12,434.14	264.52	181,965.86	6.40
2002-4051-802.7607	SAGINAW ST (MAPLE-JUDD)	379,600.00	1,069.43	50.75	378,530.57	0.28
2002-4051-802.7608	SAGINAW ST (JUDD-BRISTOL)	330,900.00	11,346.54	10,328.32	319,553.46	3.43
2002-4051-802.7609	BELSAY RD (DAVISON-POTTER)	37,500.00	0.00	0.00	37,500.00	0.00
2002-4051-802.7610	MAPLE AVE (SANDALWOOD-SAGINAW)	49,800.00	0.00	0.00	49,800.00	0.00
2002-4051-802.7611	MAPLE AVE (FENTON-SANDALWOOD)	80,500.00	0.00	0.00	80,500.00	0.00
2002-4051-802.9000	NON-MOTORIZED PROJECT EXPENDITURES	6,300.00	0.00	0.00	6,300.00	0.00
Total Dept 4051 - CONSTRUCTION		1,079,000.00	25,328.73	10,643.60	1,053,671.27	2.35
Dept 4063 - SURFACE MAINTENANCE						
2002-4063-706.0000	SALARIES PERMANENT	169,000.00	20,864.14	8,911.32	148,135.86	12.35
2002-4063-709.0000	OVERTIME	12,000.00	36.19	28.95	11,963.81	0.30
2002-4063-718.0000	RETIREMENT - MERS RETIREES	63,700.00	9,188.14	3,880.05	54,511.86	14.42
2002-4063-719.0000	FRINGE BENEFITS	124,800.00	22,448.10	6,302.04	102,351.90	17.99
2002-4063-751.0000	PATCH	72,000.00	1,812.15	1,237.64	70,187.85	2.52
2002-4063-752.0000	GRAVEL	25,000.00	2,632.50	0.00	22,367.50	10.53
2002-4063-757.0000	OPERATING EXPENDITURES	4,500.00	0.00	0.00	4,500.00	0.00
2002-4063-818.0000	CONTRACTUAL SERVICE	6,000.00	0.00	0.00	6,000.00	0.00
2002-4063-818.2000	ROAD PRESERVATION	700,000.00	1,509.40	1,509.40	698,490.60	0.22
2002-4063-818.3000	CONTRACTUAL SERVICE - STREET SWEEPING	40,000.00	19,089.27	19,089.27	20,910.73	47.72
2002-4063-818.4000	BRIDGE INSPECTIONS	6,000.00	0.00	0.00	6,000.00	0.00
2002-4063-943.0000	EQUIPMENT RENTAL	115,000.00	19,416.22	6,515.09	95,583.78	16.88
2002-4063-943.2005	EQUIPMENT RENTAL PROJECT FUSION	300.00	0.00	0.00	300.00	0.00
Total Dept 4063 - SURFACE MAINTENANCE		1,338,300.00	96,996.11	47,473.76	1,241,303.89	7.25
Dept 4068 - TREES & SHRUBS						
2002-4068-706.0000	SALARIES PERMANENT	3,700.00	318.23	112.54	3,381.77	8.60
2002-4068-709.0000	OVERTIME	400.00	0.00	0.00	400.00	0.00
2002-4068-718.0000	RETIREMENT - MERS RETIREES	1,200.00	87.43	42.46	1,112.57	7.29
2002-4068-719.0000	FRINGE BENEFITS	2,800.00	441.44	126.95	2,358.56	15.77
2002-4068-818.0000	CONTRACTUAL SERVICE	5,000.00	0.00	0.00	5,000.00	0.00
2002-4068-943.0000	EQUIPMENT RENTAL	4,000.00	626.20	545.50	3,373.80	15.66

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

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2002 - MAJOR STREETS						
Expenditures						
Total Dept 4068 - TREES & SHRUBS		17,100.00	1,473.30	827.45	15,626.70	8.62
Dept 4069 - DRAINAGE						
2002-4069-706.0000	SALARIES PERMANENT	33,200.00	9,478.37	2,634.71	23,721.63	28.55
2002-4069-709.0000	OVERTIME	3,000.00	123.64	19.30	2,876.36	4.12
2002-4069-718.0000	RETIREMENT - MERS RETIREES	17,700.00	4,327.27	1,141.33	13,372.73	24.45
2002-4069-719.0000	FRINGE BENEFITS	22,800.00	5,924.22	1,229.77	16,875.78	25.98
2002-4069-757.0000	OPERATING EXPENDITURES	33,500.00	3,266.21	2,127.00	30,233.79	9.75
2002-4069-818.0000	CONTRACTUAL SERVICE	53,000.00	300.00	0.00	52,700.00	0.57
2002-4069-943.0000	EQUIPMENT RENTAL	40,000.00	10,648.37	1,000.50	29,351.63	26.62
Total Dept 4069 - DRAINAGE		203,200.00	34,068.08	8,152.61	169,131.92	16.77
Dept 4074 - TRAFFIC SIGNS						
2002-4074-706.0000	SALARIES PERMANENT	9,200.00	1,513.62	777.16	7,686.38	16.45
2002-4074-709.0000	OVERTIME	800.00	70.86	70.86	729.14	8.86
2002-4074-718.0000	RETIREMENT - MERS RETIREES	3,900.00	523.22	246.72	3,376.78	13.42
2002-4074-719.0000	FRINGE BENEFITS	7,100.00	1,272.25	456.52	5,827.75	17.92
2002-4074-757.0000	OPERATING EXPENDITURES	1,000.00	0.00	0.00	1,000.00	0.00
2002-4074-757.2030	TRAFFIC CONTROL BARRELS & CONES	18,000.00	0.00	0.00	18,000.00	0.00
2002-4074-757.7100	MATERIAL SIGNS	50,000.00	435.15	0.00	49,564.85	0.87
2002-4074-818.0000	CONTRACTUAL SERVICE	200,000.00	17,917.32	6,744.63	182,082.68	8.96
2002-4074-943.0000	EQUIPMENT RENTAL	6,500.00	711.23	219.29	5,788.77	10.94
2002-4074-949.0000	R.R. CROSSING LIGHTS/SIGNAL REPAIR/MAINT	20,000.00	9,451.00	0.00	10,549.00	47.26
Total Dept 4074 - TRAFFIC SIGNS		316,500.00	31,894.65	8,515.18	284,605.35	10.08
Dept 4077 - PAVEMENT MARK						
2002-4077-818.0000	CONTRACTUAL SERVICES	100,000.00	0.00	0.00	100,000.00	0.00
Total Dept 4077 - PAVEMENT MARK		100,000.00	0.00	0.00	100,000.00	0.00
Dept 4078 - WINTER MAINTENANCE						
2002-4078-706.0000	SALARIES PERMANENT	21,300.00	1,262.44	271.41	20,037.56	5.93
2002-4078-709.0000	OVERTIME	14,500.00	0.00	0.00	14,500.00	0.00
2002-4078-718.0000	RETIREMENT - MERS RETIREES	6,600.00	467.41	115.16	6,132.59	7.08
2002-4078-719.0000	FRINGE BENEFITS	17,200.00	2,438.20	645.31	14,761.80	14.18
2002-4078-757.0000	OPERATING EXPENDITURES - SALT	140,000.00	0.00	0.00	140,000.00	0.00
2002-4078-943.0000	EQUIPMENT RENTAL	110,000.00	9.14	0.00	109,990.86	0.01
Total Dept 4078 - WINTER MAINTENANCE		309,600.00	4,177.19	1,031.88	305,422.81	1.35
Dept 4081 - ROADSIDE CLEANUP						
2002-4081-706.0000	SALARIES PERMANENT	5,600.00	3,457.41	311.75	2,142.59	61.74
2002-4081-709.0000	OVERTIME	500.00	70.86	70.86	429.14	14.17
2002-4081-718.0000	RETIREMENT - MERS RETIREES	1,000.00	1,613.64	196.48	(613.64)	161.36
2002-4081-719.0000	FRINGE BENEFITS	4,100.00	1,479.22	240.27	2,620.78	36.08
2002-4081-757.0000	OPERATING EXPENDITURES	2,000.00	0.00	0.00	2,000.00	0.00
2002-4081-943.0000	EQUIPMENT RENTAL	15,000.00	8,987.65	1,613.62	6,012.35	59.92
Total Dept 4081 - ROADSIDE CLEANUP		28,200.00	15,608.78	2,432.98	12,591.22	55.35

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GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2002 - MAJOR STREETS						
Expenditures						
Dept 4082 - ADMINISTRATION						
2002-4082-703.0000	ADMINISTRATION SALARIES	24,300.00	4,149.42	1,359.84	20,150.58	17.08
2002-4082-706.0000	SALARIES PERMANENT	9,400.00	1,824.23	608.10	7,575.77	19.41
2002-4082-708.0000	SHARED SALARIES	23,900.00	6,089.81	2,079.28	17,810.19	25.48
2002-4082-709.0000	OVERTIME	1,000.00	27.84	9.49	972.16	2.78
2002-4082-717.0000	RETIREMENT - MERS ACTIVE	500.00	75.87	25.43	424.13	15.17
2002-4082-718.0000	RETIREMENT - MERS RETIREES	23,500.00	4,742.78	1,611.07	18,757.22	20.18
2002-4082-719.0000	FRINGE BENEFITS	33,800.00	7,199.41	1,727.30	26,600.59	21.30
2002-4082-728.0000	INFORMATION TECH ALLOCATION	6,900.00	6,900.00	6,900.00	0.00	100.00
2002-4082-757.0000	OPERATING EXPENDITURES	11,000.00	6,427.91	5,926.62	4,572.09	58.44
2002-4082-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	4,000.00	2,616.60	2,616.60	1,383.40	65.42
2002-4082-818.0000	CONTRACTUAL SERVICE	5,000.00	0.00	0.00	5,000.00	0.00
2002-4082-826.0000	LEGAL	1,000.00	0.00	0.00	1,000.00	0.00
2002-4082-828.0000	MEMBERSHIP & DUES	500.00	0.00	0.00	500.00	0.00
2002-4082-864.0000	TRAINING	6,000.00	0.00	0.00	6,000.00	0.00
2002-4082-920.1000	ERC LED PROGRAM	200.00	50.61	16.86	149.39	25.31
2002-4082-943.0000	EQUIPMENT RENTAL	100.00	43.85	13.18	56.15	43.85
2002-4082-956.7802	INTEREST EXP CENTER RD LOAN	16,400.00	0.00	0.00	16,400.00	0.00
Total Dept 4082 - ADMINISTRATION		167,500.00	40,148.33	22,893.77	127,351.67	23.97
TOTAL EXPENDITURES		3,559,400.00	249,695.17	101,971.23	3,309,704.83	7.02
Fund 2002 - MAJOR STREETS:						
TOTAL REVENUES		3,664,400.00	718,401.07	716,656.51	2,945,998.93	19.60
TOTAL EXPENDITURES		3,559,400.00	249,695.17	101,971.23	3,309,704.83	7.02
NET OF REVENUES & EXPENDITURES		105,000.00	468,705.90	614,685.28	(363,705.90)	446.39
BEG. FUND BALANCE		4,966,297.12	4,966,297.12			
NET OF REVENUES/EXPENDITURES - 2019-20			(1,001,642.35)		(1,001,642.35)	
END FUND BALANCE		5,071,297.12	4,433,360.67			

Attachment: Revenue and Expenditure Report 9-30-20 (4908 : Revenue and Expenditure Report as of

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GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2020	MONTH 09/30/2020	BALANCE	
Fund 2003 - LOCAL STREETS						
Revenues						
Dept 0000						
2003-0000-450.0000	RIGHT OF WAY PERMIT FEES	1,500.00	460.00	220.00	1,040.00	30.67
2003-0000-574.0000	GAS & WEIGHT TAX	848,000.00	191,643.23	191,643.23	656,356.77	22.60
2003-0000-574.0659	ST OF MI ROW MAINTENANCE FEE	45,000.00	0.00	0.00	45,000.00	0.00
2003-0000-666.0000	INTEREST INCOME	10,000.00	0.00	0.00	10,000.00	0.00
2003-0000-691.1001	CONTRIBUTION FROM OTHER FUNDS	30,000.00	0.00	0.00	30,000.00	0.00
2003-0000-694.0000	MISCELLANEOUS REVENUE	800.00	0.00	0.00	800.00	0.00
Total Dept 0000		935,300.00	192,103.23	191,863.23	743,196.77	20.54
TOTAL REVENUES		935,300.00	192,103.23	191,863.23	743,196.77	20.54
Expenditures						
Dept 4063 - SURFACE MAINTENANCE						
2003-4063-706.0000	SALARIES PERMANENT	99,900.00	13,196.97	2,965.98	86,703.03	13.21
2003-4063-709.0000	OVERTIME	2,500.00	72.12	19.30	2,427.88	2.88
2003-4063-718.0000	RETIREMENT - MERS RETIREES	33,000.00	5,168.96	1,347.93	27,831.04	15.66
2003-4063-719.0000	FRINGE BENEFITS	72,000.00	13,569.90	3,089.43	58,430.10	18.85
2003-4063-750.0000	CHLORIDE	55,000.00	17,071.95	0.00	37,928.05	31.04
2003-4063-751.0000	PATCH	40,000.00	929.41	506.36	39,070.59	2.32
2003-4063-752.0000	GRAVEL	30,000.00	3,738.00	3,630.45	26,262.00	12.46
2003-4063-757.0000	OPERATING EXPENDITURES	2,000.00	0.00	0.00	2,000.00	0.00
2003-4063-818.0000	CONTRACTUAL SERVICE	1,000.00	0.00	0.00	1,000.00	0.00
2003-4063-818.2000	ROAD PRESERVATION	90,000.00	0.00	0.00	90,000.00	0.00
2003-4063-818.3000	CONTRACTUAL SERVICE - STREET SWEEPING	60,000.00	28,633.92	28,633.92	31,366.08	47.72
2003-4063-943.0000	EQUIPMENT RENTAL	65,000.00	16,564.64	6,734.98	48,435.36	25.48
Total Dept 4063 - SURFACE MAINTENANCE		550,400.00	98,945.87	46,928.35	451,454.13	17.98
Dept 4068 - TREES & SHRUBS						
2003-4068-706.0000	SALARIES PERMANENT	4,200.00	746.19	61.28	3,453.81	17.77
2003-4068-709.0000	OVERTIME	500.00	0.00	0.00	500.00	0.00
2003-4068-718.0000	RETIREMENT - MERS RETIREES	1,600.00	211.97	30.67	1,388.03	13.25
2003-4068-719.0000	FRINGE BENEFITS	3,300.00	598.66	131.24	2,701.34	18.14
2003-4068-757.0000	OPERATING EXPENDITURES	500.00	0.00	0.00	500.00	0.00
2003-4068-818.0000	CONTRACTUAL SERVICE	2,500.00	0.00	0.00	2,500.00	0.00
2003-4068-943.0000	EQUIPMENT RENTAL	6,500.00	1,057.86	151.75	5,442.14	16.27
Total Dept 4068 - TREES & SHRUBS		19,100.00	2,614.68	374.94	16,485.32	13.69
Dept 4069 - DRAINAGE						
2003-4069-706.0000	SALARIES PERMANENT	31,900.00	8,975.75	1,571.21	22,924.25	28.14
2003-4069-709.0000	OVERTIME	1,000.00	12.07	9.66	987.93	1.21
2003-4069-718.0000	RETIREMENT - MERS RETIREES	15,000.00	3,565.97	730.45	11,434.03	23.77
2003-4069-719.0000	FRINGE BENEFITS	23,100.00	5,464.47	1,100.29	17,635.53	23.66
2003-4069-757.0000	OPERATING EXPENDITURES	8,000.00	534.46	0.00	7,465.54	6.68
2003-4069-818.0000	CONTRACTUAL SERVICE	45,000.00	0.00	0.00	45,000.00	0.00
2003-4069-943.0000	EQUIPMENT RENTAL	35,000.00	11,932.67	1,929.91	23,067.33	34.09
Total Dept 4069 - DRAINAGE		159,000.00	30,485.39	5,341.52	128,514.61	19.17
Dept 4074 - TRAFFIC SIGNS						
2003-4074-706.0000	SALARIES PERMANENT	9,100.00	1,426.31	735.39	7,673.69	15.67

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GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2020 (ABNORMAL)	MONTH 09/30/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 2003 - LOCAL STREETS						
Expenditures						
2003-4074-709.0000	OVERTIME	300.00	0.00	0.00	300.00	0.00
2003-4074-718.0000	RETIREMENT - MERS RETIREES	3,800.00	673.67	341.57	3,126.33	17.73
2003-4074-719.0000	FRINGE BENEFITS	7,000.00	1,197.25	430.76	5,802.75	17.10
2003-4074-757.0000	OPERATING EXPENDITURES	500.00	0.00	0.00	500.00	0.00
2003-4074-757.7100	MATERIAL-SIGNS	9,000.00	249.60	0.00	8,750.40	2.77
2003-4074-943.0000	EQUIPMENT RENTAL	5,000.00	658.00	215.70	4,342.00	13.16
Total Dept 4074 - TRAFFIC SIGNS		34,700.00	4,204.83	1,723.42	30,495.17	12.12
Dept 4078 - WINTER MAINTENANCE						
2003-4078-706.0000	SALARIES PERMANENT	20,700.00	852.69	257.45	19,847.31	4.12
2003-4078-709.0000	OVERTIME	7,000.00	0.00	0.00	7,000.00	0.00
2003-4078-718.0000	RETIREMENT - MERS RETIREES	6,200.00	317.84	105.09	5,882.16	5.13
2003-4078-719.0000	FRINGE BENEFITS	16,200.00	2,284.92	624.95	13,915.08	14.10
2003-4078-757.0000	OPERATING EXPENDITURES - SALT	54,000.00	0.00	0.00	54,000.00	0.00
2003-4078-943.0000	EQUIPMENT RENTAL	80,000.00	9.14	0.00	79,990.86	0.01
Total Dept 4078 - WINTER MAINTENANCE		184,100.00	3,464.59	987.49	180,635.41	1.88
Dept 4081 - ROADSIDE CLEANUP						
2003-4081-706.0000	SALARIES PERMANENT	3,200.00	319.99	222.15	2,880.01	10.00
2003-4081-709.0000	OVERTIME	100.00	0.00	0.00	100.00	0.00
2003-4081-718.0000	RETIREMENT - MERS RETIREES	800.00	59.62	28.81	740.38	7.45
2003-4081-719.0000	FRINGE BENEFITS	2,300.00	390.51	137.49	1,909.49	16.98
2003-4081-943.0000	EQUIPMENT RENTAL	3,000.00	574.23	0.00	2,425.77	19.14
Total Dept 4081 - ROADSIDE CLEANUP		9,400.00	1,344.35	388.45	8,055.65	14.30
Dept 4082 - ADMINISTRATION						
2003-4082-703.0000	ADMINISTRATION SALARIES	17,300.00	2,932.80	954.30	14,367.20	16.95
2003-4082-706.0000	SALARIES PERMANENT	6,000.00	1,229.45	408.23	4,770.55	20.49
2003-4082-708.0000	SHARED SALARIES	15,800.00	4,051.23	1,376.15	11,748.77	25.64
2003-4082-709.0000	OVERTIME	500.00	6.95	4.94	493.05	1.39
2003-4082-717.0000	RETIREMENT - MERS ACTIVE	400.00	50.66	16.96	349.34	12.67
2003-4082-718.0000	RETIREMENT - MERS RETIREES	16,700.00	3,319.83	1,119.65	13,380.17	19.88
2003-4082-719.0000	FRINGE BENEFITS	22,800.00	4,883.40	1,148.32	17,916.60	21.42
2003-4082-728.0000	INFORMATION TECH ALLOCATION	4,700.00	4,700.00	4,700.00	0.00	100.00
2003-4082-757.0000	OPERATING EXPENDITURES	6,000.00	2,363.82	1,880.87	3,636.18	39.40
2003-4082-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	1,800.00	1,121.40	1,121.40	678.60	62.30
2003-4082-818.0000	CONTRACTUAL SERVICE	2,000.00	0.00	0.00	2,000.00	0.00
2003-4082-826.0000	LEGAL	200.00	0.00	0.00	200.00	0.00
2003-4082-828.0000	MEMBERSHIP & DUES	500.00	0.00	0.00	500.00	0.00
2003-4082-864.0000	TRAINING	4,000.00	0.00	0.00	4,000.00	0.00
2003-4082-920.1000	ERC LED PROGRAM	100.00	33.77	11.26	66.23	33.77
2003-4082-943.0000	EQUIPMENT RENTAL	0.00	43.85	13.18	(43.85)	100.00
Total Dept 4082 - ADMINISTRATION		98,800.00	24,737.16	12,755.26	74,062.84	25.04
TOTAL EXPENDITURES		1,055,500.00	165,796.87	68,499.43	889,703.13	15.71
Fund 2003 - LOCAL STREETS:						

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GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2003 - LOCAL STREETS						
TOTAL REVENUES		935,300.00	192,103.23	191,863.23	743,196.77	20.54
TOTAL EXPENDITURES		1,055,500.00	165,796.87	68,499.43	889,703.13	15.71
NET OF REVENUES & EXPENDITURES		(120,200.00)	26,306.36	123,363.80	(146,506.36)	21.89
BEG. FUND BALANCE		1,469,205.39	1,469,205.39			
NET OF REVENUES/EXPENDITURES - 2019-20			396,433.87		396,433.87	
END FUND BALANCE		1,349,005.39	1,891,945.62			

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

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2020 (ABNORMAL)	MONTH 09/30/2020 (DECREASE)	BALANCE (ABNORMAL)	
Fund 2006 - FIRE DEPARTMENT						
Revenues						
Dept 0000						
2006-0000-403.0000	CURRENT REAL/PERSONAL TAXES	628,000.00	568,438.31	430,118.37	59,561.69	90.52
2006-0000-404.0000	TAX CHARGEBACKS	(2,400.00)	0.00	0.00	(2,400.00)	0.00
2006-0000-407.0000	DELINQUENT PERSONAL TAXES	200.00	0.00	0.00	200.00	0.00
2006-0000-528.0000	FEDERAL CARES ACT GRANT	0.00	16,519.00	16,519.00	(16,519.00)	100.00
2006-0000-573.0000	LOC COMM STABILIZ SHR APPROP (STATE)	15,800.00	0.00	0.00	15,800.00	0.00
2006-0000-630.0000	FIRE RECOVERY FEES	18,700.00	887.64	(1,346.84)	17,812.36	4.75
2006-0000-631.0000	FIRE INSPECTION FEES	5,000.00	2,550.00	1,425.00	2,450.00	51.00
2006-0000-633.0000	SITE PLAN REVIEW	1,500.00	600.00	225.00	900.00	40.00
2006-0000-634.0000	FIRE ALARM REVIEWS & PERMITS	1,000.00	765.00	765.00	235.00	76.50
2006-0000-635.0000	FIRE SUPPRESSION REVIEWS & PERMITS	5,000.00	350.00	0.00	4,650.00	7.00
2006-0000-666.0000	INTEREST INCOME	3,000.00	0.00	0.00	3,000.00	0.00
2006-0000-672.0000	WALMART GRANT REVENUE	0.00	3,750.00	0.00	(3,750.00)	100.00
2006-0000-673.0000	SALE OF ASSETS	100.00	0.00	0.00	100.00	0.00
2006-0000-675.0000	REFUNDS & REBATES	3,000.00	0.00	0.00	3,000.00	0.00
2006-0000-678.0000	REIMBURSEMENT INCOME	2,000.00	(1,756.66)	37.00	3,756.66	(87.83)
2006-0000-691.0651	COMMUNITY DEVELOPMENT BLOCK GRANT REV	0.00	1,857.50	1,857.50	(1,857.50)	100.00
2006-0000-691.1001	TRANSFER FROM GENERAL FUND	879,200.00	0.00	0.00	879,200.00	0.00
2006-0000-694.0000	OTHER REVENUES	2,000.00	0.00	0.00	2,000.00	0.00
2006-0000-694.0004	CPR CLASS REVENUE	500.00	0.00	0.00	500.00	0.00
Total Dept 0000		1,562,600.00	593,960.79	449,600.03	968,639.21	38.01
TOTAL REVENUES		1,562,600.00	593,960.79	449,600.03	968,639.21	38.01
Expenditures						
Dept 2006 - FIRE DEPARTMENT EXPENDITURES						
2006-2006-703.0000	SALARY	70,000.00	15,692.34	5,230.78	54,307.66	22.42
2006-2006-706.0000	SALARIES PERMANENT	111,800.00	24,794.03	8,623.59	87,005.97	22.18
2006-2006-707.0000	PART-TIME FIREMEN	175,000.00	25,552.37	8,064.52	149,447.63	14.60
2006-2006-708.0000	SHARED SALARIES	43,300.00	8,387.37	2,936.79	34,912.63	19.37
2006-2006-709.0000	OVERTIME	4,500.00	2.82	0.20	4,497.18	0.06
2006-2006-717.0000	RETIREMENT - MERS ACTIVE	1,300.00	144.05	48.42	1,155.95	11.08
2006-2006-718.0000	RETIREMENT - MERS RETIREES	87,700.00	18,322.38	6,258.51	69,377.62	20.89
2006-2006-719.0000	FRINGE BENEFITS	140,400.00	29,166.12	7,978.05	111,233.88	20.77
2006-2006-727.0000	OFFICE SUPPLIES	1,275.00	74.17	74.17	1,200.83	5.82
2006-2006-728.0000	INFORMATION TECH ALLOCATION	29,700.00	29,700.00	29,700.00	0.00	100.00
2006-2006-744.0000	SAFETY WEAR & HEALTH	28,900.00	612.15	610.10	28,287.85	2.12
2006-2006-757.0000	OPERATING EXPENDITURES	15,300.00	3,604.63	145.86	11,695.37	23.56
2006-2006-775.0000	SUPPLIES WALMART GRANT	0.00	1,499.94	0.00	(1,499.94)	100.00
2006-2006-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	3,000.00	1,869.00	1,869.00	1,131.00	62.30
2006-2006-818.0000	CONTRACTUAL SERVICES	25,000.00	14,010.00	726.00	10,990.00	56.04
2006-2006-826.0000	LEGAL	3,000.00	0.00	0.00	3,000.00	0.00
2006-2006-828.0000	MEMBERSHIP & DUES	6,000.00	1,519.00	1,155.00	4,481.00	25.32
2006-2006-863.0000	AUTO REPAIR	45,100.00	5,759.73	1,280.81	39,340.27	12.77
2006-2006-864.0000	TRAINING & CERTIFICATIONS	3,000.00	420.00	0.00	2,580.00	14.00
2006-2006-864.0004	CPR CLASS EXPENSES/CARDS	1,700.00	0.00	0.00	1,700.00	0.00
2006-2006-867.0000	GAS & OIL	15,400.00	0.00	0.00	15,400.00	0.00
2006-2006-910.0000	INSURANCE	34,000.00	28,169.08	28,169.08	5,830.92	82.85
2006-2006-910.7020	BUILDING INSURANCE	9,900.00	8,768.56	8,768.56	1,131.44	88.57
2006-2006-920.0000	UTILITIES	36,000.00	8,325.29	2,678.88	27,674.71	23.13
2006-2006-920.1000	ERC LED PROGRAM	5,200.00	1,295.58	431.86	3,904.42	24.92
2006-2006-921.0000	SEWER PAYMENTS	7,000.00	959.88	0.00	6,040.12	13.71
2006-2006-934.0000	EQUIPMENT REPAIR	7,500.00	516.43	63.76	6,983.57	6.89
2006-2006-937.0000	BUILDING MAINT & SUPPLIES	46,800.00	4,461.05	2,450.34	42,338.95	9.53
2006-2006-943.0000	EQUIPMENT RENTAL	12,400.00	2,360.12	1,128.94	10,039.88	19.03

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

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2006 - FIRE DEPARTMENT						
Expenditures						
2006-2006-956.0000	MISCELLANEOUS	500.00	0.00	0.00	500.00	0.00
2006-2006-962.0000	TRAINING & MATERIALS	7,700.00	133.11	0.00	7,566.89	1.73
2006-2006-963.0000	PREVENTION MATERIALS	8,100.00	1,868.87	1,749.93	6,231.13	23.07
2006-2006-977.7087	CDBG EXPENDITURES-EQUIPMENT	0.00	1,857.50	0.00	(1,857.50)	100.00
2006-2006-977.7089	NEW EQUIPMENT	55,000.00	5,787.44	2,367.21	49,212.56	10.52
2006-2006-984.0000	OFFICE EQUIPMENT	3,000.00	642.00	428.00	2,358.00	21.40
2006-2006-991.0000	PRINCIPAL ON BONDS	235,000.00	235,000.00	235,000.00	0.00	100.00
2006-2006-991.0001	PRINCIPAL PORTION OF LEASE (CAPITAL) PMT	52,600.00	0.00	0.00	52,600.00	0.00
2006-2006-991.0002	PRINCIPAL PMT ON SCBA LOAN	40,000.00	39,916.78	0.00	83.22	99.79
2006-2006-992.0002	INTEREST ON SCBA LOAN	10,900.00	10,835.95	0.00	64.05	99.41
2006-2006-995.0000	INTEREST ON BONDS	95,400.00	49,531.25	49,531.25	45,868.75	51.92
2006-2006-995.0001	INTEREST PORTION OF LEASE (CAPITAL) PMT	7,700.00	0.00	0.00	7,700.00	0.00
2006-2006-999.0000	PAYING AGENT FEES ON BONDS	300.00	0.00	0.00	300.00	0.00
2006-2006-999.4206	TRANSFER OUT TO FIRE CAPITAL PROJECTS	150,000.00	150,000.00	0.00	0.00	100.00
Total Dept 2006 - FIRE DEPARTMENT EXPENDITURES		1,636,375.00	731,558.99	407,469.61	904,816.01	44.71
TOTAL EXPENDITURES		1,636,375.00	731,558.99	407,469.61	904,816.01	44.71
Fund 2006 - FIRE DEPARTMENT:						
TOTAL REVENUES		1,562,600.00	593,960.79	449,600.03	968,639.21	38.01
TOTAL EXPENDITURES		1,636,375.00	731,558.99	407,469.61	904,816.01	44.71
NET OF REVENUES & EXPENDITURES		(73,775.00)	(137,598.20)	42,130.42	63,823.20	186.51
BEG. FUND BALANCE		627,357.60	627,357.60			
NET OF REVENUES/EXPENDITURES - 2019-20			25,811.85		25,811.85	
END FUND BALANCE		553,582.60	515,571.25			

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

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2020	MONTH 09/30/2020	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 2007 - POLICE FUND						
Revenues						
Dept 0000						
2007-0000-403.0000	CURRENT TAXES	5,330,400.00	4,825,023.45	3,650,914.13	505,376.55	90.52
2007-0000-404.0000	TAX CHARGEBACKS	(34,000.00)	0.00	0.00	(34,000.00)	0.00
2007-0000-407.0000	DELINQUENT PERSONAL TAXES	1,200.00	0.00	0.00	1,200.00	0.00
2007-0000-528.0000	FEDERAL CARES ACT GRANT	0.00	455,413.00	396,786.00	(455,413.00)	100.00
2007-0000-573.0000	LOC COMM STABILIZ SHR APPROPR (STATE)	134,600.00	0.00	0.00	134,600.00	0.00
2007-0000-629.7773	F.A.N.G. CHARGES	45,000.00	17,638.09	13,888.09	27,361.91	39.20
2007-0000-629.7777	DEA OVERTIME GRANT REVENUE	18,500.00	0.00	0.00	18,500.00	0.00
2007-0000-629.7792	HIDTA GRANT REVENUE (FANG)	7,000.00	1,260.00	1,260.00	5,740.00	18.00
2007-0000-629.7798	DCESP HEMP GRANT REVENUE (FANG)	1,200.00	0.00	0.00	1,200.00	0.00
2007-0000-629.7808	PT-10-20 OHSP SAFE COMMUNITIES GRANT	1,500.00	0.00	0.00	1,500.00	0.00
2007-0000-629.7815	OCDETF HOT SHOT GRANT	500.00	0.00	0.00	500.00	0.00
2007-0000-629.7816	GAIN GRANT	72,000.00	0.00	0.00	72,000.00	0.00
2007-0000-660.0000	DISTRICT COURT FEES	50,000.00	13,767.21	4,087.81	36,232.79	27.53
2007-0000-661.0000	POLICE FEES	20,000.00	4,600.00	850.00	15,400.00	23.00
2007-0000-663.0000	S.O. REGISTRY ANNUAL FEE REVENUE	2,000.00	250.00	50.00	1,750.00	12.50
2007-0000-666.0000	INTEREST INCOME	3,000.00	0.00	0.00	3,000.00	0.00
2007-0000-673.0000	SALE OF ASSETS	0.00	29,359.00	6,059.00	(29,359.00)	100.00
2007-0000-675.0000	REFUNDS & REBATES	5,000.00	0.00	0.00	5,000.00	0.00
2007-0000-678.0000	REIMBURSEMENT INCOME	35,000.00	280.56	280.56	34,719.44	0.80
2007-0000-691.1001	TRANSFER FROM GENERAL FUND	252,000.00	0.00	0.00	252,000.00	0.00
2007-0000-691.5013	TRANSFER FROM DDA	5,000.00	0.00	0.00	5,000.00	0.00
2007-0000-694.0000	OTHER REVENUES	10,000.00	1,379.50	560.00	8,620.50	13.80
Total Dept 0000		5,959,900.00	5,348,970.81	4,074,735.59	610,929.19	89.75
TOTAL REVENUES		5,959,900.00	5,348,970.81	4,074,735.59	610,929.19	89.75
Expenditures						
Dept 2007 - POLICE FUND EXPENSES						
2007-2007-703.0000	ADMINISTRATIVE SALARIES	93,000.00	21,230.82	7,076.94	71,769.18	22.83
2007-2007-704.0000	LIEUTENANTS SALARIES	145,800.00	33,689.64	11,229.88	112,110.36	23.11
2007-2007-705.0000	SERGEANTS SALARIES	462,800.00	90,713.12	30,244.71	372,086.88	19.60
2007-2007-706.0000	SALARIES PERMANENT	1,325,700.00	288,950.48	99,104.40	1,036,749.52	21.80
2007-2007-708.0000	SHARED SALARIES	76,600.00	15,033.87	5,228.71	61,566.13	19.63
2007-2007-709.0000	OVERTIME	180,000.00	40,890.85	12,520.69	139,109.15	22.72
2007-2007-709.2007	OVERTIME - BACK TO THE BRICKS	15,000.00	0.00	0.00	15,000.00	0.00
2007-2007-717.0000	RETIREMENT - MERS ACTIVE	15,400.00	3,256.76	1,086.32	12,143.24	21.15
2007-2007-718.0000	RETIREMENT - MERS RETIREES	1,475,600.00	319,176.71	110,727.09	1,156,423.29	21.63
2007-2007-719.0000	FRINGE BENEFITS	1,500,800.00	293,917.83	84,726.62	1,206,882.17	19.58
2007-2007-727.0000	OFFICE SUPPLIES	5,100.00	168.60	135.65	4,931.40	3.31
2007-2007-728.0000	INFORMATION TECH ALLOCATION	48,800.00	48,800.00	48,800.00	0.00	100.00
2007-2007-731.0000	POSTAGE	700.00	97.22	12.00	602.78	13.89
2007-2007-741.0000	AMMUNITION & WEAPONS	12,700.00	0.00	0.00	12,700.00	0.00
2007-2007-744.0000	UNIFORMS	29,700.00	2,834.60	2,348.70	26,865.40	9.54
2007-2007-757.0000	OPERATING EXPENDITURES	9,000.00	5,328.69	2,019.33	3,671.31	59.21
2007-2007-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	2,800.00	1,869.00	1,869.00	931.00	66.75
2007-2007-811.7773	F.A.N.G. PROJECT OFFICERS	90,000.00	19,246.37	6,661.27	70,753.63	21.38
2007-2007-811.7777	DEA OVERTIME GRANT	18,500.00	0.00	0.00	18,500.00	0.00
2007-2007-811.7792	HIDTA GRANT EXPENSE (FANG)	7,000.00	1,932.00	882.00	5,068.00	27.60
2007-2007-811.7798	HEMP GRANT EXPENSE (FANG)	1,200.00	0.00	0.00	1,200.00	0.00
2007-2007-811.7802	BRYNE JAG GRANT	0.00	8,771.07	6,663.07	(8,771.07)	100.00
2007-2007-811.7808	PT-10-20 OHSP SAFE COMMUNITIES GRANT	1,500.00	0.00	0.00	1,500.00	0.00
2007-2007-811.7815	OCDETF HOT SHOT GRANT	500.00	0.00	0.00	500.00	0.00
2007-2007-811.7816	GAIN GRANT	85,900.00	4,471.38	4,471.38	81,428.62	5.21
2007-2007-818.0000	CONTRACTUAL SERVICE	50,000.00	7,223.30	2,489.80	42,776.70	14.45

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

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			09/30/2020 NORMAL (ABNORMAL)	MONTH 09/30/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 2007 - POLICE FUND						
Expenditures						
2007-2007-818.7170	NARCOTICS INVESTIGATION	26,600.00	0.00	0.00	26,600.00	0.00
2007-2007-826.0000	LEGAL	90,000.00	17,822.50	7,079.75	72,177.50	19.80
2007-2007-828.0000	MEMBERSHIP & DUES	2,000.00	224.00	224.00	1,776.00	11.20
2007-2007-863.0000	AUTO REPAIR	68,000.00	7,222.28	3,885.21	60,777.72	10.62
2007-2007-864.0000	TRAINING & CERTIFICATIONS	3,000.00	0.00	0.00	3,000.00	0.00
2007-2007-867.0000	GAS & OIL	75,000.00	0.00	0.00	75,000.00	0.00
2007-2007-868.0000	AUTO WASH	4,000.00	636.00	312.00	3,364.00	15.90
2007-2007-910.0000	INSURANCE	89,000.00	80,331.90	80,331.90	8,668.10	90.26
2007-2007-920.0000	UTILITIES	34,000.00	6,691.34	1,993.05	27,308.66	19.68
2007-2007-920.1000	ERC LED PROGRAM	7,700.00	1,891.02	630.34	5,808.98	24.56
2007-2007-921.0000	SEWER PAYMENTS	4,000.00	472.25	0.00	3,527.75	11.81
2007-2007-931.0000	BUILDING REPAIR	17,000.00	2,849.17	1,717.27	14,150.83	16.76
2007-2007-934.0000	EQUIPMENT REPAIRS	1,200.00	0.00	0.00	1,200.00	0.00
2007-2007-943.0000	EQUIPMENT RENTAL	6,000.00	1,952.37	745.37	4,047.63	32.54
2007-2007-956.0000	MISCELLANEOUS	1,500.00	0.00	0.00	1,500.00	0.00
2007-2007-962.0000	TRAINING (OFFICER)	12,700.00	(310.00)	1,590.00	13,010.00	(2.44)
2007-2007-984.0000	EQUIPMENT	1,700.00	0.00	0.00	1,700.00	0.00
2007-2007-985.0000	POLICE VEHICLES	0.00	100.00	100.00	(100.00)	100.00
Total Dept 2007 - POLICE FUND EXPENSES		6,097,500.00	1,327,485.14	536,906.45	4,770,014.86	21.77
TOTAL EXPENDITURES		6,097,500.00	1,327,485.14	536,906.45	4,770,014.86	21.77
Fund 2007 - POLICE FUND:						
TOTAL REVENUES		5,959,900.00	5,348,970.81	4,074,735.59	610,929.19	89.75
TOTAL EXPENDITURES		6,097,500.00	1,327,485.14	536,906.45	4,770,014.86	21.77
NET OF REVENUES & EXPENDITURES		(137,600.00)	4,021,485.67	3,537,829.14	(4,159,085.67)	2,922.59
BEG. FUND BALANCE		946,860.93	946,860.93			
NET OF REVENUES/EXPENDITURES - 2019-20			202,415.08		202,415.08	
END FUND BALANCE		809,260.93	5,170,761.68			

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

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2026 - RUBBISH COLLECTION & DISPOSAL						
Revenues						
Dept 0000						
2026-0000-403.0000	RUBBISH FEES	1,509,500.00	1,457,743.75	1,067,633.54	51,756.25	96.57
2026-0000-404.0000	TAX CHARGEBACKS	(2,000.00)	0.00	0.00	(2,000.00)	0.00
2026-0000-650.0000	CURBSIDE RECYCLING INCOME	1,700.00	427.00	154.00	1,273.00	25.12
2026-0000-666.0000	INTEREST INCOME	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 0000		1,514,200.00	1,458,170.75	1,067,787.54	56,029.25	96.30
TOTAL REVENUES		1,514,200.00	1,458,170.75	1,067,787.54	56,029.25	96.30
Expenditures						
Dept 0000						
2026-0000-830.0000	GARBAGE COLLECTION	1,509,500.00	281,785.20	140,892.60	1,227,714.80	18.67
Total Dept 0000		1,509,500.00	281,785.20	140,892.60	1,227,714.80	18.67
TOTAL EXPENDITURES		1,509,500.00	281,785.20	140,892.60	1,227,714.80	18.67
Fund 2026 - RUBBISH COLLECTION & DISPOSAL:						
TOTAL REVENUES		1,514,200.00	1,458,170.75	1,067,787.54	56,029.25	96.30
TOTAL EXPENDITURES		1,509,500.00	281,785.20	140,892.60	1,227,714.80	18.67
NET OF REVENUES & EXPENDITURES		4,700.00	1,176,385.55	926,894.94	(1,171,685.55)	5,029.48
BEG. FUND BALANCE		105,459.26	105,459.26			
NET OF REVENUES/EXPENDITURES - 2019-20			27,308.66		27,308.66	
END FUND BALANCE		110,159.26	1,309,153.47			

Attachment: Revenue and Expenditure Report 9-30-20 (4908 : Revenue and Expenditure Report as of

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

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2020 (ABNORMAL)	MONTH 09/30/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 2049 - BUILDING DEPARTMENT FUND						
Revenues						
Dept 0000						
2049-0000-450.0000	PERMITS & LICENSE FEES	150,000.00	41,371.75	7,051.00	108,628.25	27.58
2049-0000-478.0000	MMJ LICENSE & LATE FEES	68,000.00	25,000.00	16,000.00	43,000.00	36.76
2049-0000-624.0000	CONDEMNED HOUSING	15,000.00	0.00	0.00	15,000.00	0.00
2049-0000-624.0001	SITE CLEAN UP	10,000.00	0.00	0.00	10,000.00	0.00
2049-0000-625.0000	INSPECTION FEES	40,000.00	10,160.00	2,590.00	29,840.00	25.40
2049-0000-626.0000	ABANDON PROPERTY REGISTRATION FEES	800.00	0.00	0.00	800.00	0.00
2049-0000-641.0000	WEED CUTTING REVENUE (INVOICED OUT)	20,000.00	1,763.97	0.00	18,236.03	8.82
2049-0000-657.0000	CODE ENFORCEMENT FINES	500.00	300.00	150.00	200.00	60.00
2049-0000-664.0000	SOIL EROSION SERVICES	4,000.00	200.00	50.00	3,800.00	5.00
2049-0000-666.0000	INTEREST INCOME	6,000.00	0.00	0.00	6,000.00	0.00
2049-0000-678.0000	REIMBURSEMENT INCOME	6,000.00	0.00	0.00	6,000.00	0.00
Total Dept 0000		320,300.00	78,795.72	25,841.00	241,504.28	24.60
TOTAL REVENUES		320,300.00	78,795.72	25,841.00	241,504.28	24.60
Expenditures						
Dept 2061 - BUILDING						
2049-2061-703.0000	ADMINISTRATIVE SALARIES	4,400.00	1,013.97	337.99	3,386.03	23.04
2049-2061-706.0000	SALARIES PERMANENT	150,000.00	15,005.54	5,213.30	134,994.46	10.00
2049-2061-708.0000	SHARED SALARIES	10,200.00	2,177.54	733.84	8,022.46	21.35
2049-2061-709.0000	OVERTIME	1,500.00	147.26	3.83	1,352.74	9.82
2049-2061-717.0000	RETIREMENT - MERS ACTIVE	400.00	63.03	21.05	336.97	15.76
2049-2061-718.0000	RETIREMENT - MERS RETIREES	26,800.00	4,824.50	1,590.11	21,975.50	18.00
2049-2061-719.0000	FRINGE BENEFITS	104,900.00	11,293.91	2,616.61	93,606.09	10.77
2049-2061-727.0000	OFFICE SUPPLIES	1,000.00	287.55	49.46	712.45	28.76
2049-2061-728.0000	INFORMATION TECH ALLOCATION	12,300.00	12,300.00	12,300.00	0.00	100.00
2049-2061-731.0000	POSTAGE	1,500.00	496.50	208.20	1,003.50	33.10
2049-2061-757.0000	OPERATING EXPENDITURES	5,500.00	603.01	198.78	4,896.99	10.96
2049-2061-804.0000	MMJ RELATED EXPENDITURES	20,000.00	543.75	356.25	19,456.25	2.72
2049-2061-818.0000	CONTRACTUAL SERVICES	75,000.00	14,920.00	4,905.00	60,080.00	19.89
2049-2061-826.0000	LEGAL	2,500.00	656.25	218.75	1,843.75	26.25
2049-2061-828.0000	MEMBERSHIP & DUES	600.00	0.00	0.00	600.00	0.00
2049-2061-864.0000	TRAINING	5,000.00	0.00	0.00	5,000.00	0.00
2049-2061-920.0000	UTILITIES	3,500.00	581.86	151.14	2,918.14	16.62
2049-2061-920.1000	ERC LED PROGRAM	400.00	82.47	27.49	317.53	20.62
2049-2061-943.0000	EQUIPMENT RENTAL	18,000.00	3,846.33	1,558.24	14,153.67	21.37
2049-2061-959.0000	CONDEMNED HOUSING	180,000.00	1,859.97	224.50	178,140.03	1.03
2049-2061-961.0000	WEED CUTTING EXP. TO BE BILLED OUT	12,000.00	8,676.76	2,380.78	3,323.24	72.31
2049-2061-964.0000	SOIL EROSION SERVICES	2,500.00	1,479.94	386.41	1,020.06	59.20
2049-2061-984.0000	OFFICE EQUIPMENT	1,000.00	0.00	0.00	1,000.00	0.00
2049-2061-999.1001	TRANSFER TO GENERAL FUND	267,600.00	0.00	0.00	267,600.00	0.00
Total Dept 2061 - BUILDING		906,600.00	80,860.14	33,481.73	825,739.86	8.92
TOTAL EXPENDITURES		906,600.00	80,860.14	33,481.73	825,739.86	8.92
Fund 2049 - BUILDING DEPARTMENT FUND:						
TOTAL REVENUES		320,300.00	78,795.72	25,841.00	241,504.28	24.60
TOTAL EXPENDITURES		906,600.00	80,860.14	33,481.73	825,739.86	8.92
NET OF REVENUES & EXPENDITURES		(586,300.00)	(2,064.42)	(7,640.73)	(584,235.58)	0.35

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REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON
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*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	09/30/2020 (NORMAL (ABNORMAL))	MONTH 09/30/2020	INCREASE (DECREASE)	NORMAL (ABNORMAL) BALANCE		
Fund 2049 - BUILDING DEPARTMENT FUND								
BEG. FUND BALANCE		1,138,096.17	1,138,096.17					
NET OF REVENUES/EXPENDITURES - 2019-20			59,630.94					59,630.94
END FUND BALANCE		551,796.17	1,195,662.69					

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

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVALIABLE	% BDGT USED
		AMENDED BUDGET	09/30/2020 NORMAL (ABNORMAL)	MONTH 09/30/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 2065 - DRUG LAW ENFORCEMENT FUND						
Revenues						
Dept 0000						
2065-0000-678.0001	DRUG FORFEITURE CLEARED	5,000.00	3,345.15	3,049.15	1,654.85	66.90
Total Dept 0000		5,000.00	3,345.15	3,049.15	1,654.85	66.90
TOTAL REVENUES		5,000.00	3,345.15	3,049.15	1,654.85	66.90
Expenditures						
Dept 0000						
2065-0000-955.0000	DRUG LAW ENFORCEMENT RELATED EXP	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 0000		5,000.00	0.00	0.00	5,000.00	0.00
TOTAL EXPENDITURES		5,000.00	0.00	0.00	5,000.00	0.00
Fund 2065 - DRUG LAW ENFORCEMENT FUND:						
TOTAL REVENUES		5,000.00	3,345.15	3,049.15	1,654.85	66.90
TOTAL EXPENDITURES		5,000.00	0.00	0.00	5,000.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	3,345.15	3,049.15	(3,345.15)	100.00
BEG. FUND BALANCE		5,668.48	5,668.48			
NET OF REVENUES/EXPENDITURES - 2019-20			11,806.17		11,806.17	
END FUND BALANCE		5,668.48	20,819.80			

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

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2067 - POLICE K9 FUND						
Revenues						
Dept 0000						
2067-0000-671.0000	DONATIONS	100.00	260.00	160.00	(160.00)	260.00
Total Dept 0000		100.00	260.00	160.00	(160.00)	260.00
TOTAL REVENUES		100.00	260.00	160.00	(160.00)	260.00
Expenditures						
Dept 0000						
2067-0000-757.0000	OPERATING EXPENDITURES	1,300.00	1,600.00	0.00	(300.00)	123.08
Total Dept 0000		1,300.00	1,600.00	0.00	(300.00)	123.08
TOTAL EXPENDITURES		1,300.00	1,600.00	0.00	(300.00)	123.08
Fund 2067 - POLICE K9 FUND:						
TOTAL REVENUES		100.00	260.00	160.00	(160.00)	260.00
TOTAL EXPENDITURES		1,300.00	1,600.00	0.00	(300.00)	123.08
NET OF REVENUES & EXPENDITURES		(1,200.00)	(1,340.00)	160.00	140.00	111.67
BEG. FUND BALANCE		2,736.41	2,736.41			
NET OF REVENUES/EXPENDITURES - 2019-20			878.92		878.92	
END FUND BALANCE		1,536.41	2,275.33			

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

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2020 NORMAL (ABNORMAL)	MONTH 09/30/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 2069 - SENIOR CITIZENS CENTER FUND						
Revenues						
Dept 0000						
2069-0000-580.0000	COUNTY SENIOR MILLAGE REVENUE	170,300.00	14,472.20	0.00	155,827.80	8.50
2069-0000-666.0000	INTEREST INCOME	300.00	0.00	0.00	300.00	0.00
2069-0000-673.0000	SALE OF ASSETS	1,000.00	0.00	0.00	1,000.00	0.00
2069-0000-675.0000	REFUNDS & REBATES	300.00	0.00	0.00	300.00	0.00
2069-0000-678.0000	REIMBURSEMENT INCOME	500.00	100.00	0.00	400.00	20.00
2069-0000-691.0651	COMMUNITY DEVELOPMENT BLOCK GRANT REV	18,100.00	0.00	0.00	18,100.00	0.00
2069-0000-691.0655	SENIOR CITIZENS DONATION REVENUES	12,000.00	205.00	123.00	11,795.00	1.71
2069-0000-691.1001	CONTRIBUTION FROM GENERAL FUND	180,000.00	0.00	0.00	180,000.00	0.00
2069-0000-694.0001	HALL RENTAL	9,000.00	50.00	100.00	8,950.00	0.56
Total Dept 0000		391,500.00	14,827.20	223.00	376,672.80	3.79
TOTAL REVENUES		391,500.00	14,827.20	223.00	376,672.80	3.79
Expenditures						
Dept 2069 - SENIOR CITIZENS CENTER						
2069-2069-705.0000	COORDINATOR SALARY	64,100.00	14,775.23	4,925.07	49,324.77	23.05
2069-2069-706.0000	SALARIES PERMANENT	65,800.00	14,825.67	4,963.53	50,974.33	22.53
2069-2069-708.0000	SHARED SALARIES	14,200.00	3,027.16	1,014.57	11,172.84	21.32
2069-2069-709.0000	OVERTIME	1,000.00	0.94	0.04	999.06	0.09
2069-2069-717.0000	RETIREMENT - MERS ACTIVE	400.00	49.24	16.49	350.76	12.31
2069-2069-718.0000	RETIREMENT - MERS RETIREES	10,100.00	2,277.27	810.61	7,822.73	22.55
2069-2069-719.0000	FRINGE BENEFITS	96,900.00	21,133.35	5,681.40	75,766.65	21.81
2069-2069-728.0000	INFORMATION TECH ALLOCATION	14,900.00	14,900.00	14,900.00	0.00	100.00
2069-2069-757.0000	OPERATING EXPENDITURES	200.00	0.00	0.00	200.00	0.00
2069-2069-776.0000	SUPPLIES	20,000.00	1,000.23	4.15	18,999.77	5.00
2069-2069-818.0000	CONTRACTUAL SERVICES	17,000.00	4,179.00	2,786.00	12,821.00	24.58
2069-2069-828.0000	MEMBERSHIP & DUES	200.00	0.00	0.00	200.00	0.00
2069-2069-864.0000	TRAINING	200.00	0.00	0.00	200.00	0.00
2069-2069-910.0000	INSURANCE	4,600.00	3,981.33	3,981.33	618.67	86.55
2069-2069-920.0000	UTILITIES	24,000.00	5,012.48	1,388.03	18,987.52	20.89
2069-2069-920.1000	ERC LED PROGRAM	2,100.00	506.40	168.80	1,593.60	24.11
2069-2069-921.0000	SEWER PAYMENTS	3,600.00	373.23	0.00	3,226.77	10.37
2069-2069-931.0000	REPAIR & MAINTENANCE	27,500.00	1,792.56	898.61	25,707.44	6.52
2069-2069-943.0000	EQUIPMENT RENTAL	19,000.00	3,204.64	1,274.67	15,795.36	16.87
2069-2069-956.0000	MISCELLANEOUS	1,000.00	85.00	85.00	915.00	8.50
2069-2069-977.7089	NEW EQUIPMENT	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 2069 - SENIOR CITIZENS CENTER		391,800.00	91,123.73	42,898.30	300,676.27	23.26
Dept 9001 - CAPITAL OUTLAY						
2069-9001-974.0000	RESURFACE SR CENTER PARKING LOT	61,100.00	159.51	159.51	60,940.49	0.26
Total Dept 9001 - CAPITAL OUTLAY		61,100.00	159.51	159.51	60,940.49	0.26
TOTAL EXPENDITURES		452,900.00	91,283.24	43,057.81	361,616.76	20.16
Fund 2069 - SENIOR CITIZENS CENTER FUND:						
TOTAL REVENUES		391,500.00	14,827.20	223.00	376,672.80	3.79
TOTAL EXPENDITURES		452,900.00	91,283.24	43,057.81	361,616.76	20.16

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

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2069 - SENIOR CITIZENS CENTER FUND						
NET OF REVENUES & EXPENDITURES		(61,400.00)	(76,456.04)	(42,834.81)	15,056.04	124.52
BEG. FUND BALANCE		202,159.31	202,159.31			
NET OF REVENUES/EXPENDITURES - 2019-20			27,296.10		27,296.10	
END FUND BALANCE		140,759.31	152,999.37			

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

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2071 - BURTON YOUTH LEAGUE						
Revenues						
Dept 0000						
2071-0000-695.0000	ACTIVITIES REVENUE	31,200.00	0.00	0.00	31,200.00	0.00
Total Dept 0000		31,200.00	0.00	0.00	31,200.00	0.00
TOTAL REVENUES		31,200.00	0.00	0.00	31,200.00	0.00
Expenditures						
Dept 0000						
2071-0000-706.0000	SALARIES PERMANENT	15,000.00	0.00	0.00	15,000.00	0.00
2071-0000-719.0000	PAYROLL FRINGES	1,500.00	0.00	0.00	1,500.00	0.00
2071-0000-757.0000	OPERATING EXPENDITURES	13,000.00	0.00	0.00	13,000.00	0.00
Total Dept 0000		29,500.00	0.00	0.00	29,500.00	0.00
TOTAL EXPENDITURES		29,500.00	0.00	0.00	29,500.00	0.00
Fund 2071 - BURTON YOUTH LEAGUE:						
TOTAL REVENUES		31,200.00	0.00	0.00	31,200.00	0.00
TOTAL EXPENDITURES		29,500.00	0.00	0.00	29,500.00	0.00
NET OF REVENUES & EXPENDITURES		1,700.00	0.00	0.00	1,700.00	0.00
BEG. FUND BALANCE		17,457.08	17,457.08			
NET OF REVENUES/EXPENDITURES - 2019-20			(7,108.34)		(7,108.34)	
END FUND BALANCE		19,157.08	10,348.74			

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

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2072 - POLICE/FIRE SCULPTURE FUND						
Revenues						
Dept 0000						
2072-0000-666.0000	INTEREST INCOME	0.00	5.82	0.00	(5.82)	100.00
Total Dept 0000		0.00	5.82	0.00	(5.82)	100.00
TOTAL REVENUES		0.00	5.82	0.00	(5.82)	100.00
Fund 2072 - POLICE/FIRE SCULPTURE FUND:						
TOTAL REVENUES		0.00	5.82	0.00	(5.82)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	5.82	0.00	(5.82)	100.00
BEG. FUND BALANCE		37,377.32	37,377.32			
NET OF REVENUES/EXPENDITURES - 2019-20			157.62		157.62	
END FUND BALANCE		37,377.32	37,540.76			

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

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2073 - VETERAN'S MEMORIAL PARK FUND						
Revenues						
Dept 0000						
2073-0000-666.0000	INTEREST INCOME	200.00	0.00	0.00	200.00	0.00
2073-0000-671.0000	DONATIONS	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 0000		5,200.00	0.00	0.00	5,200.00	0.00
TOTAL REVENUES		5,200.00	0.00	0.00	5,200.00	0.00
Expenditures						
Dept 0000						
2073-0000-818.0000	CONTRACTUAL SERVICES	100.00	0.00	0.00	100.00	0.00
2073-0000-938.0000	MAINT OF GROUNDS	400.00	0.00	0.00	400.00	0.00
Total Dept 0000		500.00	0.00	0.00	500.00	0.00
TOTAL EXPENDITURES		500.00	0.00	0.00	500.00	0.00
Fund 2073 - VETERAN'S MEMORIAL PARK FUND:						
TOTAL REVENUES		5,200.00	0.00	0.00	5,200.00	0.00
TOTAL EXPENDITURES		500.00	0.00	0.00	500.00	0.00
NET OF REVENUES & EXPENDITURES		4,700.00	0.00	0.00	4,700.00	0.00
BEG. FUND BALANCE		20,171.15	20,171.15			
NET OF REVENUES/EXPENDITURES - 2019-20			5,336.12		5,336.12	
END FUND BALANCE		24,871.15	25,507.27			

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

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2075 - MEMORIAL DAY RACE FUND						
Revenues						
Dept 0000						
2075-0000-651.0000	RACE ADMISSION FEES	15,000.00	0.00	0.00	15,000.00	0.00
2075-0000-666.0000	INTEREST INCOME	100.00	0.00	0.00	100.00	0.00
2075-0000-674.0000	DONATIONS	500.00	0.00	0.00	500.00	0.00
2075-0000-691.0000	TRANSFER FROM OTHER FUNDS	1,869.00	0.00	0.00	1,869.00	0.00
Total Dept 0000		17,469.00	0.00	0.00	17,469.00	0.00
TOTAL REVENUES		17,469.00	0.00	0.00	17,469.00	0.00
Expenditures						
Dept 7051 - PARKS & RECREATION						
2075-7051-752.0000	SUPPLIES	15,000.00	0.00	0.00	15,000.00	0.00
Total Dept 7051 - PARKS & RECREATION		15,000.00	0.00	0.00	15,000.00	0.00
TOTAL EXPENDITURES		15,000.00	0.00	0.00	15,000.00	0.00
Fund 2075 - MEMORIAL DAY RACE FUND:						
TOTAL REVENUES		17,469.00	0.00	0.00	17,469.00	0.00
TOTAL EXPENDITURES		15,000.00	0.00	0.00	15,000.00	0.00
NET OF REVENUES & EXPENDITURES		2,469.00	0.00	0.00	2,469.00	0.00
BEG. FUND BALANCE		11,159.19	11,159.19			
NET OF REVENUES/EXPENDITURES - 2019-20			(1,811.13)		(1,811.13)	
END FUND BALANCE		13,628.19	9,348.06			

Attachment: Revenue and Expenditure Report 9-30-20 (4908 : Revenue and Expenditure Report as of

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

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2076 - VETERAN HONOR RUN FUND						
Revenues						
Dept 0000						
2076-0000-651.0000	RACE ADMISSION FEES	15,000.00	0.00	0.00	15,000.00	0.00
2076-0000-666.0000	INTEREST INCOME	100.00	0.00	0.00	100.00	0.00
2076-0000-674.0000	DONATIONS	4,000.00	0.00	0.00	4,000.00	0.00
Total Dept 0000		19,100.00	0.00	0.00	19,100.00	0.00
TOTAL REVENUES		19,100.00	0.00	0.00	19,100.00	0.00
Expenditures						
Dept 7051 - PARKS & RECREATION						
2076-7051-752.0000	SUPPLIES	19,000.00	0.00	0.00	19,000.00	0.00
Total Dept 7051 - PARKS & RECREATION		19,000.00	0.00	0.00	19,000.00	0.00
TOTAL EXPENDITURES		19,000.00	0.00	0.00	19,000.00	0.00
Fund 2076 - VETERAN HONOR RUN FUND:						
TOTAL REVENUES		19,100.00	0.00	0.00	19,100.00	0.00
TOTAL EXPENDITURES		19,000.00	0.00	0.00	19,000.00	0.00
NET OF REVENUES & EXPENDITURES		100.00	0.00	0.00	100.00	0.00
BEG. FUND BALANCE		2,589.56	2,589.56			
NET OF REVENUES/EXPENDITURES - 2019-20			246.75		246.75	
END FUND BALANCE		2,689.56	2,836.31			

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GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2077 - BURTON MILE FUND						
Expenditures						
Dept 7051 - PARKS & RECREATION						
2077-7051-999.0000	TRANSFER TO OTHER FUNDS	1,869.00	0.00	0.00	1,869.00	0.00
Total Dept 7051 - PARKS & RECREATION		1,869.00	0.00	0.00	1,869.00	0.00
TOTAL EXPENDITURES		1,869.00	0.00	0.00	1,869.00	0.00
Fund 2077 - BURTON MILE FUND:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,869.00	0.00	0.00	1,869.00	0.00
NET OF REVENUES & EXPENDITURES		(1,869.00)	0.00	0.00	(1,869.00)	0.00
BEG. FUND BALANCE		1,868.52	1,868.52			
NET OF REVENUES/EXPENDITURES - 2019-20			(229.65)		(229.65)	
END FUND BALANCE		(0.48)	1,638.87			

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GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2078 - BURTON RACE SERIES FUND						
Revenues						
Dept 0000						
2078-0000-674.0000	DONATIONS	2,500.00	50.00	0.00	2,450.00	2.00
Total Dept 0000		2,500.00	50.00	0.00	2,450.00	2.00
TOTAL REVENUES		2,500.00	50.00	0.00	2,450.00	2.00
Expenditures						
Dept 7051 - PARKS & RECREATION						
2078-7051-752.0000	SUPPLIES	2,500.00	1,386.75	1,386.75	1,113.25	55.47
Total Dept 7051 - PARKS & RECREATION		2,500.00	1,386.75	1,386.75	1,113.25	55.47
TOTAL EXPENDITURES		2,500.00	1,386.75	1,386.75	1,113.25	55.47
Fund 2078 - BURTON RACE SERIES FUND:						
TOTAL REVENUES		2,500.00	50.00	0.00	2,450.00	2.00
TOTAL EXPENDITURES		2,500.00	1,386.75	1,386.75	1,113.25	55.47
NET OF REVENUES & EXPENDITURES		0.00	(1,336.75)	(1,386.75)	1,336.75	100.00
BEG. FUND BALANCE		1,828.09	1,828.09			
NET OF REVENUES/EXPENDITURES - 2019-20			372.75		372.75	
END FUND BALANCE		1,828.09	864.09			

Attachment: Revenue and Expenditure Report 9-30-20 (4908 : Revenue and Expenditure Report as of

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GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 4206 - FIRE CAPITAL PROJECTS FUND						
Revenues						
Dept 0000						
4206-0000-666.0000	INTEREST INCOME	1,000.00	25.48	0.00	974.52	2.55
4206-0000-691.2006	TRANSFER IN FROM FIRE DEPT.	150,000.00	150,000.00	0.00	0.00	100.00
Total Dept 0000		151,000.00	150,025.48	0.00	974.52	99.35
TOTAL REVENUES		151,000.00	150,025.48	0.00	974.52	99.35
Expenditures						
Dept 0000						
4206-0000-991.0000	PRINCIPAL ON FIRE TRUCK LOAN	64,200.00	64,085.36	0.00	114.64	99.82
4206-0000-995.0000	INTEREST ON FIRE TRUCK LOAN	48,300.00	48,202.33	0.00	97.67	99.80
Total Dept 0000		112,500.00	112,287.69	0.00	212.31	99.81
TOTAL EXPENDITURES		112,500.00	112,287.69	0.00	212.31	99.81
Fund 4206 - FIRE CAPITAL PROJECTS FUND:						
TOTAL REVENUES		151,000.00	150,025.48	0.00	974.52	99.35
TOTAL EXPENDITURES		112,500.00	112,287.69	0.00	212.31	99.81
NET OF REVENUES & EXPENDITURES		38,500.00	37,737.79	0.00	762.21	98.02
BEG. FUND BALANCE		114,871.40	114,871.40			
NET OF REVENUES/EXPENDITURES - 2019-20			(88,468.03)		(88,468.03)	
END FUND BALANCE		153,371.40	64,141.16			

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

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			09/30/2020 NORMAL (ABNORMAL)	MONTH 09/30/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 5090 - SEWER FUND						
Revenues						
Dept 0000						
5090-0000-610.0000	TAP IN FEES	50,000.00	26,000.00	2,000.00	24,000.00	52.00
5090-0000-611.0000	USAGE FEES	5,900,000.00	1,518,288.16	555,425.86	4,381,711.84	25.73
5090-0000-625.0000	INSPECTION FEES	10,000.00	4,657.13	2,444.68	5,342.87	46.57
5090-0000-631.0000	SERVICE CHARGES	100.00	0.00	0.00	100.00	0.00
5090-0000-649.0000	MATERIAL SALES	1,000.00	0.00	0.00	1,000.00	0.00
5090-0000-662.0000	PENALTIES	190,000.00	49,760.18	16,229.61	140,239.82	26.19
5090-0000-666.0000	INTEREST INCOME	200,000.00	12,118.44	0.00	187,881.56	6.06
5090-0000-666.2002	INTEREST DUE FROM MAJOR STREETS	16,400.00	0.00	0.00	16,400.00	0.00
5090-0000-666.4146	INTEREST DUE FROM AMY STREET	4,300.00	0.00	0.00	4,300.00	0.00
5090-0000-667.0000	TAP IN INTEREST	0.00	1,000.00	0.00	(1,000.00)	100.00
5090-0000-669.0000	INVESTMENT GAINS AND LOSSES	0.00	(1,523.80)	0.00	1,523.80	100.00
5090-0000-675.0000	REFUNDS & REBATES	3,000.00	0.00	0.00	3,000.00	0.00
5090-0000-678.0000	REIMBURSEMENT INCOME	1,000.00	4.93	0.00	995.07	0.49
5090-0000-694.0000	MISCELLANEOUS	300.00	0.00	0.00	300.00	0.00
Total Dept 0000		6,376,100.00	1,610,305.04	576,100.15	4,765,794.96	25.26
TOTAL REVENUES		6,376,100.00	1,610,305.04	576,100.15	4,765,794.96	25.26
Expenditures						
Dept 5090 - SEWER EXPENSES						
5090-5090-703.0000	ADMINISTRATION SALARIES	30,700.00	7,073.05	2,357.68	23,626.95	23.04
5090-5090-706.0000	SALARIES PERMANENT	234,000.00	51,866.53	17,200.25	182,133.47	22.17
5090-5090-708.0000	SHARED SALARIES	93,100.00	18,475.15	6,208.31	74,624.85	19.84
5090-5090-709.0000	OVERTIME	12,000.00	2,594.80	181.42	9,405.20	21.62
5090-5090-717.0000	RETIREMENT - MERS ACTIVE	3,500.00	726.63	242.39	2,773.37	20.76
5090-5090-718.0000	RETIREMENT - MERS RETIREES	108,300.00	22,578.74	8,107.29	85,721.26	20.85
5090-5090-719.0000	FRINGE BENEFITS	284,200.00	51,272.67	13,413.00	232,927.33	18.04
5090-5090-719.1000	OPEB EXPENSE	110,000.00	0.00	0.00	110,000.00	0.00
5090-5090-727.0000	OFFICE SUPPLIES	1,800.00	65.00	0.00	1,735.00	3.61
5090-5090-728.0000	INFORMATION TECH ALLOCATION	12,400.00	12,400.00	12,400.00	0.00	100.00
5090-5090-731.0000	POSTAGE	15,000.00	3,301.67	1,432.32	11,698.33	22.01
5090-5090-757.0000	OPERATING EXPENDITURES	22,000.00	4,125.88	1,697.20	17,874.12	18.75
5090-5090-789.0000	PIPE & FITTINGS	4,000.00	0.00	0.00	4,000.00	0.00
5090-5090-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	11,000.00	7,476.00	7,476.00	3,524.00	67.96
5090-5090-818.0000	CONTRACTUAL SERVICE	300,000.00	25,833.57	13,403.71	274,166.43	8.61
5090-5090-819.0000	BILL PRINTING/RETURN ENVELOPES	5,000.00	1,075.54	453.87	3,924.46	21.51
5090-5090-826.0000	LEGAL	1,500.00	62.50	62.50	1,437.50	4.17
5090-5090-828.0000	MEMBERSHIP & DUES	100.00	0.00	0.00	100.00	0.00
5090-5090-864.0000	TRAINING	8,500.00	0.00	0.00	8,500.00	0.00
5090-5090-875.0000	PENSION EXPENSE	100,000.00	0.00	0.00	100,000.00	0.00
5090-5090-920.1000	ERC LED PROGRAM	500.00	120.72	40.24	379.28	24.14
5090-5090-928.0000	TREATMENT EXPENSE	3,500,000.00	0.00	0.00	3,500,000.00	0.00
5090-5090-929.0000	PUMP STATION EXPENSE	37,000.00	5,900.74	2,463.21	31,099.26	15.95
5090-5090-934.0000	REPAIR & MAINTENANCE	60,000.00	42,833.62	149.62	17,166.38	71.39
5090-5090-935.0000	PROPERTY LIABILITY INSURANCE	14,000.00	10,881.27	10,881.27	3,118.73	77.72
5090-5090-943.0000	EQUIPMENT RENTAL	80,000.00	28,588.52	5,637.23	51,411.48	35.74
5090-5090-956.0000	MISCELLANEOUS EXPENSE	300.00	0.00	0.00	300.00	0.00
5090-5090-968.0000	DEPRECIATION EXPENSE	675,000.00	0.00	0.00	675,000.00	0.00
5090-5090-995.2015	INTEREST ON SRF FINANCING	160,000.00	82,467.94	0.00	77,532.06	51.54
Total Dept 5090 - SEWER EXPENSES		5,883,900.00	379,720.54	103,807.51	5,504,179.46	6.45

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

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 5090 - SEWER FUND						
Expenditures						
TOTAL EXPENDITURES		5,883,900.00	379,720.54	103,807.51	5,504,179.46	6.45
Fund 5090 - SEWER FUND:						
TOTAL REVENUES		6,376,100.00	1,610,305.04	576,100.15	4,765,794.96	25.26
TOTAL EXPENDITURES		5,883,900.00	379,720.54	103,807.51	5,504,179.46	6.45
NET OF REVENUES & EXPENDITURES		492,200.00	1,230,584.50	472,292.64	(738,384.50)	250.02
BEG. FUND BALANCE		37,809,487.56	37,809,487.56			
NET OF REVENUES/EXPENDITURES - 2019-20			1,475,740.69		1,475,740.69	
END FUND BALANCE		38,301,687.56	40,515,812.75			

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GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2020	MONTH 09/30/2020	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 5091 - WATER DEPARTMENT						
Revenues						
Dept 0000						
5091-0000-610.0000	CITY TAP-IN FEES	50,000.00	22,082.50	1,582.50	27,917.50	44.17
5091-0000-610.0625	FRONT FOOT FEE REVENUE	4,000.00	4,373.25	173.25	(373.25)	109.33
5091-0000-611.0000	USAGE FEES	6,400,000.00	1,761,697.98	706,908.87	4,638,302.02	27.53
5091-0000-625.0000	INSPECTION & APPROVAL FEES	45,000.00	39,898.21	11,852.79	5,101.79	88.66
5091-0000-631.0000	SERVICE CHARGES	80,000.00	8,623.27	3,977.58	71,376.73	10.78
5091-0000-632.0000	WATER TURN ON/SHUT OFF REVENUE	70,000.00	0.00	0.00	70,000.00	0.00
5091-0000-649.0000	MATERIAL, REPAIRS & MAINTENANCE	40,000.00	7,295.18	886.17	32,704.82	18.24
5091-0000-661.0000	LATE CHARGES	194,000.00	39,708.62	11,667.10	154,291.38	20.47
5091-0000-667.0000	TAP IN INTEREST	800.00	279.75	257.25	520.25	34.97
5091-0000-673.0000	SALE OF ASSETS	0.00	1,000.00	1,000.00	(1,000.00)	100.00
5091-0000-675.0000	REFUNDS & REBATES	2,000.00	0.00	0.00	2,000.00	0.00
5091-0000-678.0000	REIMBURSEMENT INCOME	4,000.00	107.30	30.00	3,892.70	2.68
5091-0000-694.0000	MISCELLANEOUS	1,500.00	0.00	0.00	1,500.00	0.00
5091-0000-694.0002	FIRE HYDRANT METER DEPOSIT REVENUE	3,000.00	0.00	0.00	3,000.00	0.00
Total Dept 0000		6,894,300.00	1,885,066.06	738,335.51	5,009,233.94	27.34
TOTAL REVENUES		6,894,300.00	1,885,066.06	738,335.51	5,009,233.94	27.34
Expenditures						
Dept 5091 - WATER EXPENSES						
5091-5091-703.0000	ADMINISTRATION SALARIES	21,900.00	5,045.10	1,681.67	16,854.90	23.04
5091-5091-706.0000	SALARIES PERMANENT	298,000.00	57,784.95	20,252.30	240,215.05	19.39
5091-5091-708.0000	SHARED SALARIES	62,600.00	15,767.76	5,322.89	46,832.24	25.19
5091-5091-709.0000	OVERTIME	18,000.00	3,093.42	319.14	14,906.58	17.19
5091-5091-717.0000	RETIREMENT - MERS ACTIVE	2,100.00	405.54	135.39	1,694.46	19.31
5091-5091-718.0000	RETIREMENT - MERS RETIREES	81,300.00	18,562.86	6,356.37	62,737.14	22.83
5091-5091-719.0000	FRINGE BENEFITS	228,200.00	52,501.76	13,640.52	175,698.24	23.01
5091-5091-719.1000	OPEB EXPENSE	40,000.00	0.00	0.00	40,000.00	0.00
5091-5091-727.0000	OFFICE SUPPLIES	1,200.00	100.03	35.03	1,099.97	8.34
5091-5091-728.0000	INFORMATION TECH ALLOCATION	11,900.00	11,900.00	11,900.00	0.00	100.00
5091-5091-731.0000	POSTAGE	12,000.00	2,777.95	889.82	9,222.05	23.15
5091-5091-757.0000	OPERATING EXPENDITURES	23,000.00	2,502.43	791.41	20,497.57	10.88
5091-5091-776.0000	REPAIR & MAINTENANCE	27,500.00	2,286.13	1,422.13	25,213.87	8.31
5091-5091-782.0000	SAND & GRAVEL	1,800.00	0.00	0.00	1,800.00	0.00
5091-5091-789.0000	PIPE & FITTING	50,000.00	11,373.92	0.00	38,626.08	22.75
5091-5091-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	10,000.00	4,859.40	4,859.40	5,140.60	48.59
5091-5091-814.0000	BILLING CHARGES	5,200.00	1,075.55	453.87	4,124.45	20.68
5091-5091-816.0000	CHARGES	4,100,000.00	849,070.14	394,396.69	3,250,929.86	20.71
5091-5091-818.0000	CONTRACTUAL SERVICE	100,000.00	15,474.76	2,000.00	84,525.24	15.47
5091-5091-818.1000	CONTRACTUAL - WATER TESTING	15,500.00	2,170.00	660.00	13,330.00	14.00
5091-5091-826.0000	LEGAL	500.00	31.25	31.25	468.75	6.25
5091-5091-828.0000	DUES & MEMBERSHIPS	1,100.00	875.00	0.00	225.00	79.55
5091-5091-864.0000	TRAINING	8,500.00	0.00	0.00	8,500.00	0.00
5091-5091-875.0000	PENSION EXPENSE	100,000.00	0.00	0.00	100,000.00	0.00
5091-5091-910.0000	INSURANCE	16,000.00	11,667.18	11,667.18	4,332.82	72.92
5091-5091-920.0000	UTILITIES	10,000.00	1,384.52	457.65	8,615.48	13.85
5091-5091-920.1000	ERC LED PROGRAM	500.00	118.37	39.46	381.63	23.67
5091-5091-943.0000	EQUIPMENT RENTAL	90,000.00	30,209.69	13,230.61	59,790.31	33.57
5091-5091-956.0000	MISCELLANEOUS	1,000.00	0.00	0.00	1,000.00	0.00
5091-5091-956.0002	FIRE HYDRANT METER REFUNDS	2,000.00	0.00	0.00	2,000.00	0.00
5091-5091-968.0000	DEPRECIATION EXPENSE	690,000.00	0.00	0.00	690,000.00	0.00
5091-5091-970.0500	STORZ HYDRANT COUPLINGS	10,000.00	0.00	0.00	10,000.00	0.00
5091-5091-995.2011	INTEREST 2011 FENTON RD PROJ	7,200.00	3,526.66	0.00	3,673.34	48.98
5091-5091-995.2012	INTEREST ON DWRF #1 FINANCING	115,000.00	59,298.65	0.00	55,701.35	51.56

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REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

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PERIOD ENDING 09/30/2020

% Fiscal Year Completed: 25.21

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

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	09/30/2020	MONTH 09/30/2020	BALANCE	
Fund 5091 - WATER DEPARTMENT						
Expenditures						
5091-5091-995.2016	INTEREST ON DWRF #2 FINANCING	81,000.00	41,687.50	0.00	39,312.50	51.47
5091-5091-995.2017	INTEREST ON DWRF #3 FINANCING	80,000.00	40,546.39	0.00	39,453.61	50.68
5091-5091-995.2018	INTEREST ON DWRF #4 FINANCING	75,000.00	37,740.60	0.00	37,259.40	50.32
5091-5091-995.2019	INTEREST ON DWRF #5 FINANCING	58,000.00	18,016.07	0.00	39,983.93	31.06
5091-5091-999.2011	ADMIN FEE 2011 FENTON RD PROJ	100.00	50.00	0.00	50.00	50.00
Total Dept 5091 - WATER EXPENSES		6,456,100.00	1,301,903.58	490,542.78	5,154,196.42	20.17
TOTAL EXPENDITURES		6,456,100.00	1,301,903.58	490,542.78	5,154,196.42	20.17
Fund 5091 - WATER DEPARTMENT:						
TOTAL REVENUES		6,894,300.00	1,885,066.06	738,335.51	5,009,233.94	27.34
TOTAL EXPENDITURES		6,456,100.00	1,301,903.58	490,542.78	5,154,196.42	20.17
NET OF REVENUES & EXPENDITURES		438,200.00	583,162.48	247,792.73	(144,962.48)	133.08
BEG. FUND BALANCE		17,630,524.47	17,630,524.47			
NET OF REVENUES/EXPENDITURES - 2019-20			1,851,822.92		1,851,822.92	
END FUND BALANCE		18,068,724.47	20,065,509.87			

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REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

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PERIOD ENDING 09/30/2020

% Fiscal Year Completed: 25.21

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

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	09/30/2020 (NORMAL (ABNORMAL))	MONTH 09/30/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 6036 - INFORMATION TECHNOLOGY FUND						
Revenues						
Dept 0000						
6036-0000-666.0000	INTEREST INCOME	1,000.00	0.00	0.00	1,000.00	0.00
6036-0000-669.0680	TECH CHARGES - LOCAL STREET	4,700.00	4,700.00	4,700.00	0.00	100.00
6036-0000-669.0681	TECH CHARGES - MAJOR STREET	6,900.00	6,900.00	6,900.00	0.00	100.00
6036-0000-669.0682	TECH CHARGES - SEWER	12,400.00	12,400.00	12,400.00	0.00	100.00
6036-0000-669.0683	TECH CHARGES - WATER	11,900.00	11,900.00	11,900.00	0.00	100.00
6036-0000-669.0684	TECH CHARGES - GENERAL FUND (ALL DEPTS)	216,000.00	216,000.00	216,000.00	0.00	100.00
6036-0000-669.0685	TECH CHARGES - MOTOR POOL	2,800.00	2,800.00	2,800.00	0.00	100.00
6036-0000-669.0686	TECH CHARGES - POLICE	48,800.00	48,800.00	48,800.00	0.00	100.00
6036-0000-669.0687	TECH CHARGES - FIRE	29,700.00	29,700.00	29,700.00	0.00	100.00
6036-0000-669.0689	TECH CHARGES - BUILDING	12,300.00	12,300.00	12,300.00	0.00	100.00
6036-0000-669.0690	TECH CHARGES-SENIOR CITIZEN	14,900.00	14,900.00	14,900.00	0.00	100.00
6036-0000-675.0000	REFUNDS & REBATES	100.00	0.00	0.00	100.00	0.00
Total Dept 0000		361,500.00	360,400.00	360,400.00	1,100.00	99.70
TOTAL REVENUES		361,500.00	360,400.00	360,400.00	1,100.00	99.70
Expenditures						
Dept 6036 - INFO TECH EXPENSES						
6036-6036-703.0000	ADMINISTRATIVE SALARY	71,800.00	16,546.08	5,515.36	55,253.92	23.04
6036-6036-706.0000	SALARIES PERMANENT	4,400.00	1,257.66	342.65	3,142.34	28.58
6036-6036-709.0000	OVERTIME	200.00	0.00	0.00	200.00	0.00
6036-6036-717.0000	RETIREMENT - MERS ACTIVE	300.00	49.62	16.54	250.38	16.54
6036-6036-718.0000	RETIREMENT - MERS RETIREES	35,300.00	8,159.56	2,712.46	27,140.44	23.11
6036-6036-719.0000	FRINGE BENEFITS	38,800.00	10,143.54	2,226.57	28,656.46	26.14
6036-6036-727.0000	OFFICE SUPPLIES	6,000.00	370.28	0.00	5,629.72	6.17
6036-6036-757.0000	OPERATING EXPENDITURES	1,500.00	0.00	0.00	1,500.00	0.00
6036-6036-818.0000	CONTRACTUAL SERVICES	198,000.00	71,687.91	6,556.17	126,312.09	36.21
6036-6036-818.6036	INFORMATION TECHNOLOGY LEASE	73,500.00	17,286.55	5,003.20	56,213.45	23.52
6036-6036-828.0000	MEMBERSHIP & DUES	300.00	0.00	0.00	300.00	0.00
6036-6036-864.0000	TRAINING	3,000.00	0.00	0.00	3,000.00	0.00
6036-6036-910.0000	INSURANCE	900.00	663.72	663.72	236.28	73.75
6036-6036-934.0000	EQUIPMENT REPAIRS	2,000.00	170.90	0.00	1,829.10	8.55
6036-6036-956.0000	MISCELLANEOUS	100.00	0.00	0.00	100.00	0.00
6036-6036-984.0000	OFFICE EQUIPMENT	2,500.00	464.88	427.00	2,035.12	18.60
Total Dept 6036 - INFO TECH EXPENSES		438,600.00	126,800.70	23,463.67	311,799.30	28.91
TOTAL EXPENDITURES		438,600.00	126,800.70	23,463.67	311,799.30	28.91
Fund 6036 - INFORMATION TECHNOLOGY FUND:						
TOTAL REVENUES		361,500.00	360,400.00	360,400.00	1,100.00	99.70
TOTAL EXPENDITURES		438,600.00	126,800.70	23,463.67	311,799.30	28.91
NET OF REVENUES & EXPENDITURES		(77,100.00)	233,599.30	336,936.33	(310,699.30)	302.98
BEG. FUND BALANCE		155,799.09	155,799.09			
NET OF REVENUES/EXPENDITURES - 2019-20			60,387.17		60,387.17	
END FUND BALANCE		78,699.09	449,785.56			

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REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

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% Fiscal Year Completed: 25.21

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

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2020 (ABNORMAL)	MONTH 09/30/2020 (DECREASE)	BALANCE (ABNORMAL)	
Fund 6061 - MOTOR POOL						
Revenues						
Dept 0000						
6061-0000-650.0606	MATERIAL SALES - CULVERTS	5,000.00	0.00	0.00	5,000.00	0.00
6061-0000-650.0607	MATERIAL SALES - TRAFFIC SIGNS	15,000.00	705.65	0.00	14,294.35	4.70
6061-0000-650.0608	MATERIAL SALES - SALT	200,000.00	0.00	0.00	200,000.00	0.00
6061-0000-650.0609	MATERIAL SALES - GRAVEL	45,000.00	3,077.55	0.00	41,922.45	6.84
6061-0000-650.0610	SALE OF GAS	20,000.00	392.45	0.00	19,607.55	1.96
6061-0000-650.0670	SALE OF SCRAP	1,000.00	0.00	0.00	1,000.00	0.00
6061-0000-666.0000	INTEREST INCOME	3,000.00	0.00	0.00	3,000.00	0.00
6061-0000-669.0680	LOCAL ST EQUIPMENT RENTAL	200,000.00	30,840.39	9,045.52	169,159.61	15.42
6061-0000-669.0681	MAJOR ST EQUIPMENT RENTAL	300,000.00	41,979.80	11,444.32	258,020.20	13.99
6061-0000-669.0682	SEWER EQUIPMENT RENTAL	80,000.00	28,588.52	5,637.23	51,411.48	35.74
6061-0000-669.0683	WATER EQUIPMENT RENTAL	120,000.00	30,209.69	13,230.61	89,790.31	25.17
6061-0000-669.0684	GEN FUND EQUIPMENT RENTAL	35,000.00	9,919.82	3,032.42	25,080.18	28.34
6061-0000-669.0685	VEHICLE MAINT/REPAIR REVENUE	30,000.00	3,485.09	1,843.75	26,514.91	11.62
6061-0000-669.0686	POLICE EQUIPMENT RENTAL	6,000.00	1,952.37	745.37	4,047.63	32.54
6061-0000-669.0689	BUILDING EQUIPMENT RENTAL	18,000.00	4,849.15	1,558.24	13,150.85	26.94
6061-0000-669.0690	SENIOR CITIZEN EQUIPMENT RENTAL	19,000.00	3,364.15	1,434.18	15,635.85	17.71
6061-0000-669.0691	FIRE EQUIPMENT RENTAL	6,000.00	2,360.12	1,128.94	3,639.88	39.34
6061-0000-669.0693	DDA EQUIPMENT RENTAL	3,000.00	0.00	0.00	3,000.00	0.00
6061-0000-673.0000	SALE OF ASSETS	10,000.00	11,984.00	10,234.00	(1,984.00)	119.84
6061-0000-675.0000	REFUNDS & REBATES	5,000.00	0.00	0.00	5,000.00	0.00
6061-0000-678.0000	REIMBURSEMENT INCOME	10,000.00	0.00	0.00	10,000.00	0.00
Total Dept 0000		1,131,000.00	173,708.75	59,334.58	957,291.25	15.36
TOTAL REVENUES		1,131,000.00	173,708.75	59,334.58	957,291.25	15.36
Expenditures						
Dept 6061 - MOTOR POOL EXPENSES						
6061-6061-703.0000	ADMINISTRATION SALARIES	4,400.00	1,013.89	337.96	3,386.11	23.04
6061-6061-706.0000	SALARIES PERMANENT	103,500.00	24,307.47	9,093.09	79,192.53	23.49
6061-6061-706.7007	EQUIPMENT MAINTENANCE	6,000.00	349.69	66.24	5,650.31	5.83
6061-6061-708.0000	SHARED SALARIES	18,000.00	3,995.63	1,315.39	14,004.37	22.20
6061-6061-709.0000	OVERTIME	6,000.00	75.71	2.26	5,924.29	1.26
6061-6061-717.0000	RETIREMENT - MERS ACTIVE	400.00	54.06	18.09	345.94	13.52
6061-6061-718.0000	RETIREMENT - MERS RETIREES	24,600.00	6,111.99	1,952.85	18,488.01	24.85
6061-6061-719.0000	FRINGE BENEFITS	101,000.00	21,587.63	6,113.21	79,412.37	21.37
6061-6061-728.0000	INFORMATION TECH ALLOCATION	2,800.00	2,800.00	2,800.00	0.00	100.00
6061-6061-746.7006	CULVERTS	5,000.00	0.00	0.00	5,000.00	0.00
6061-6061-747.7009	GRAVEL	45,000.00	3,077.55	0.00	41,922.45	6.84
6061-6061-748.7008	SALT	200,000.00	0.00	0.00	200,000.00	0.00
6061-6061-749.7007	TRAFFIC SIGNS	15,000.00	705.65	0.00	14,294.35	4.70
6061-6061-757.0000	OPERATING EXPENDITURES	50,000.00	3,978.30	1,502.91	46,021.70	7.96
6061-6061-776.0000	BLDG MAINT/SUPPL/JANITORIAL	20,000.00	3,286.37	1,685.92	16,713.63	16.43
6061-6061-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	5,000.00	2,990.40	2,990.40	2,009.60	59.81
6061-6061-818.0000	CONTRACTUAL SERVICE	1,000.00	0.00	0.00	1,000.00	0.00
6061-6061-864.0000	TRAINING	3,000.00	40.00	0.00	2,960.00	1.33
6061-6061-867.0000	GAS & OIL	100,000.00	445.34	445.34	99,554.66	0.45
6061-6061-910.0000	VEHICLE INSURANCE	37,000.00	30,297.41	30,297.41	6,702.59	81.88
6061-6061-910.7020	BUILDING INSURANCE	8,000.00	9,386.25	9,386.25	(1,386.25)	117.33
6061-6061-920.0000	UTILITIES	13,000.00	2,303.69	598.39	10,696.31	17.72
6061-6061-920.1000	ERC LED PROGRAM	1,400.00	326.51	108.84	1,073.49	23.32
6061-6061-934.0000	EQUIPMENT REPAIRS	120,000.00	5,422.65	2,207.04	114,577.35	4.52
6061-6061-968.0000	DEPRECIATION EXPENSE	325,000.00	0.00	0.00	325,000.00	0.00
6061-6061-978.0000	TOOLS & EQUIPMENT	8,800.00	579.96	452.00	8,220.04	6.59
6061-6061-979.0000	SMALL PARTS & TOOLS	0.00	36.25	36.25	(36.25)	100.00

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REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

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% Fiscal Year Completed: 25.21

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

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 6061 - MOTOR POOL						
Expenditures						
6061-6061-983.0000	LEASE EXPENSE-BUILDING	15,800.00	0.00	0.00	15,800.00	0.00
6061-6061-983.1000	LEASE EXPENSE-EQUIPMENT	5,100.00	1,401.43	0.00	3,698.57	27.48
Total Dept 6061 - MOTOR POOL EXPENSES		1,244,800.00	124,573.83	71,409.84	1,120,226.17	10.01
TOTAL EXPENDITURES		1,244,800.00	124,573.83	71,409.84	1,120,226.17	10.01
Fund 6061 - MOTOR POOL:						
TOTAL REVENUES		1,131,000.00	173,708.75	59,334.58	957,291.25	15.36
TOTAL EXPENDITURES		1,244,800.00	124,573.83	71,409.84	1,120,226.17	10.01
NET OF REVENUES & EXPENDITURES		(113,800.00)	49,134.92	(12,075.26)	(162,934.92)	43.18
BEG. FUND BALANCE		1,637,580.83	1,637,580.83			
NET OF REVENUES/EXPENDITURES - 2019-20			(96,577.07)		(96,577.07)	
END FUND BALANCE		1,523,780.83	1,590,138.68			
TOTAL REVENUES - ALL FUNDS						
		35,783,569.00	15,227,446.90	10,544,232.44	20,556,122.10	42.55
TOTAL EXPENDITURES - ALL FUNDS		35,307,144.00	5,876,462.64	2,525,280.32	29,430,681.36	16.64
NET OF REVENUES & EXPENDITURES		476,425.00	9,350,984.26	8,018,952.12	(8,874,559.26)	1,962.74
BEG. FUND BALANCE - ALL FUNDS		69,136,688.75	69,136,688.75			
END FUND BALANCE - ALL FUNDS		69,613,113.75	82,008,796.51			

Attachment: Revenue and Expenditure Report 9-30-20 (4908 : Revenue and Expenditure Report as of



ADOPTED

AGENDA ITEM (ID # 4900)

DOC ID: 4900

**Approve and authorize the payment of Attorney Billing
(Doyle) 9/30/20 to 10/13/20 in the amount of \$4,721.00.**

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



ADOPTED

AGENDA ITEM (ID # 4901)

DOC ID: 4901

Approve and authorize the payment of Attorney Billing (Masud) 9/1/2020 to 9/30/2020 in the amount of \$7,334.00.

COMMENTS - Current Meeting:

Mr. O'Keefe stated we hired this firm several years ago to do union negotiations because we did not have the appropriate person on staff to do this. We have paid dearly for this service. We are starting negotiations again and I am having reservations about continuing to pay for this costly service.

Mr. Martinbianco stated I take issue with that. I do not agree with this logic.

Mr. Smith stated the problem is that it is difficult to serve two masters at the same time. We are all flawed human beings and we get emotionally involved when we work with people. We lose perspective. I think the situation we have here now is good. My concern is that we would slip back in to a situation where we would lose our way again. This is money well spent and I am very happy with the way it is now.

Mr. Wells stated in the past, we had people on board that did negotiations. If things got out of hand we had someone to call to help work through the issues. My issue is we have people being forced to accept a 1% raise and we are losing a lot of good people. I have seen both sides of this and there is merit both ways. We need people from Burton that know the area and can execute the job and want to be here. Mr. O'Keefe has a valid point.

Mr. Fenner stated Masud brings some knowledgeable information to the table but, it is a lot of money. My opinion of Masud is that it is a win at all cost philosophy. Sometimes you have to take some consideration and use your heart. We need to take a look at our employees. Why are we not getting quality applicants? I am not sure our attorney understands this. In the past, city employees have negotiated for us and they probably look at both sides more closely than our attorney does.

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



ADOPTED

AGENDA ITEM (ID # 4899)

DOC ID: 4899

Approve and authorize the Mayor and Clerk to sign an amendment to the contract with Consumers Energy to add two street lights on Davison Rd. between Donegal and Covert in the amount of \$200.00, to be paid out of General Fund Street Lighting 1001-2071-926.0000.

ATTACHMENTS:

- DAVISON RD BETWEEN COVERT AND DONEGAL BURTON (PDF)

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

CEM Support Center

Consumers Energy, CEM Support Center, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

September 8, 2020

NOTIFICATION #:
1053614143

CITY OF BURTON
4303 S CENTER RD
BURTON, MI 48519-1449

REFERENCE: DAVISON RD BETWEEN COVERT AND DONEGAL, BURTON

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). In conjunction with the work, a non-refundable payment of \$100.00 per luminaire is required.

A monthly energy charge associated with this lighting installation for 1 Luminaire(s) is approximately \$7.96
This charge is subject to change based on current rates. After the installation is complete, you will begin receiving a separate monthly bill for the above energy charge. You are responsible for the final restoration

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:

Winter Construction Costs:

\$ -

Installation Charge (\$100.00 per Luminaire):

\$ 200.00

Additional Costs

Total Estimated Cost:

\$ 200.00

Less Prepayment Received:

\$ -

Total Estimated Cost Due:

\$ 200.00

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

Nancy Shirkey at 517-788-0060

Attachment: DAVISON RD BETWEEN COVERT AND DONEGAL BURTON (4899 : Consumers Contract Amendment)

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED	
TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com	
☐	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
☒	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
☐	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
☒	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK)
☐	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
☐	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
☐	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
☐	OTHER:
NOTIFICATION REFERENCE NUMBERS	
ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	1053614143

Attachment: DAVISON RD BETWEEN COVERT AND DONEGAL BURTON (4899 : Consumers Contract Amendment)



CITY OF BURTON
4303 S CENTER RD
BURTON MI 48519-1449

Amount Due: **\$200.00**
Please pay by: **September 22, 2020**

Invoice Number	9319114687
PO Number	
PO Date	
Bill Date	09/08/20

Account: 3000 1741 5856

DAVISON RD BETWEEN COVERT AND DONEGAL BURTON - STREETLIGHTING - NOTIFICATION NUMBER (s):
1053614143 -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Streetlights-CIAC	2.0 EA	\$100.00	\$200.00
TOTAL DUE:			\$200.00
See Page 2 for Payment Options.			
Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan			

INVOICE QUESTIONS - Contact: Nancy Shirkey -517-788-0060 -

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
PO Box 30162
Lansing, MI 48909-7662

PREPAYMENT REQUEST

Account: 3000 1741 585

Amount Due: **\$200.00**
Please pay by: **September 22, 2020**
Enclosed:

6 330028534450 000000200006 0000 2056 9 300017415856 H

Attachment: DAVISON RD BETWEEN COVERT AND DONEGAL BURTON (4899 : Consumers Contract Amendment)

Ways to pay your nonenergy bill:



Same-day payment
ConsumersEnergy.com
Discover® MasterCard®
Visa® or eCheck



Same-day payment
866-329-9593
Discover® MasterCard®
Visa® or eCheck



By mail
Check, money order
Consumers Energy
Payment Center
P.O. Box 740309
Cincinnati, OH 45274-0309



In person
Cash, check, card
or money order
Varies by authorized payment location
Fee may apply



**AUTHORIZATION FOR CHANGE IN
STANDARD LIGHTING CONTRACT
(COMPANY-OWNED) FORM 547**

Contract Number: 103022826483

Consumers Energy Company is authorized as of 9/3/2020, by the City of BURTON, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of BURTON, dated 3/9/2016.

Lighting Type:

General Unmetered Experimental Lighting Rate GU-XL

Notification Number(s):

1053614143

Construction Work Order Number(s):

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 3/9/2016 shall remain in full force and effect.

City of BURTON

By:

(Signature)

(Printed)

Its

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

Attachment: DAVISON RD BETWEEN COVERT AND DONEGAL BURTON (4899 : Consumers Contract Amendment)

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of BURTON, dated 3/9/2016, in accordance with the Authorization for Change in Standard Lighting Contract dated 9/3/2020,

heretofore submitted to and considered by this ☐ commission ☐ council ☐ board ;and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Genesee

I, _____, Clerk of the City of BURTON, do hereby certify that the foregoing resolution was duly adopted by the ☐ commission ☐ council ☐ board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City

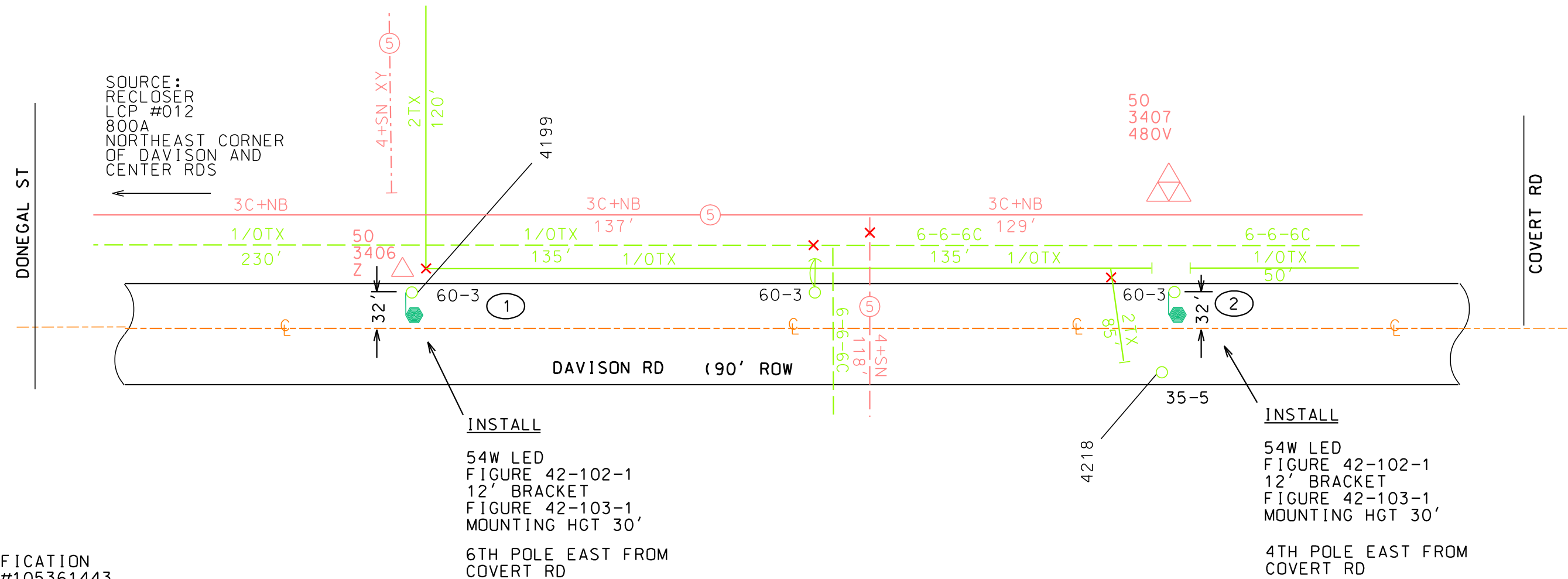
Attachment: DAVISON RD BETWEEN COVERT AND DONEGAL BURTON (4899 : Consumers Contract Amendment)

GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GU-XL

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
1	<u>54</u>	<u>LED</u>	<u>Cobrahead</u>	<u>Cutoff</u>	<u>Install</u>	4199 DAVISON RD
1	<u>54</u>	<u>LED</u>	<u>Cobrahead</u>	<u>Cutoff</u>	<u>Install</u>	ACROSS FROM 4218 DAVISON RD

ADDITION OF TWO NEW STREETLIGHTS
TO THE CITY OF BURTON STREET CONTRACT

GENESEE CO
BURTON TWP
T07 R57 SEC.03



NOTIFICATION
STL #105361443

CONTACTS
PC: KRISTEN GREENWOOD
PHONE (269) 969-8521
LVD: JEREMY CLARK
PHONE (810) 760-3342

INSTALL
54W LED
FIGURE 42-102-1
12' BRACKET
FIGURE 42-103-1,
MOUNTING HGT 30'
6TH POLE EAST FROM
COVERT RD

INSTALL
54W LED
FIGURE 42-102-1
12' BRACKET
FIGURE 42-103-1,
MOUNTING HGT 30'
4TH POLE EAST FROM
COVERT RD

ORDER NUMBER

-CONSTRUCTION CERTIFICATION- Work was constructed as Engineered or Changed as Indicated. All Salvageable Material Was Returned to Stores. Signed _____ in Direct Charge of Work Dates: Started _____ Completed _____ MISS DIG NUMBER: _____ DATE: _____	STAKED ☒ YES ☐ NO			Consumers Energy A CMS Energy Company ELECTRIC		DAVISON RD, BURTON ECNC STL				
	TREES ☐ YES ☒ NO					For: CITY OF BURTON DAVISON ST BETWEEN COVERT AND DONEGAL				
	TLM NUMBER	# OF RODS	OHMS	DESIGNED BY JSCLARK	DATE 08/14/20	SUBSTATION CENTER ROAD	WD NO. 0996	ORDER TYPE ECNC	MAINTENANCE ACTIVITY TYPE STL	DESIGN NUMBER 11166397
	0757033406			APPROVED BY	DATE	CIRCUIT CENTER ROAD	CKT NO. 01	LCP NO. 0366		
				SHEET 1 OF 1	SCALE NONE					



ADOPTED

AGENDA ITEM (ID # 4903)

DOC ID: 4903

Approve and authorize the Resolution 2020-11 of Intent to Sell the City Owned Properties.

COMMENTS - Current Meeting:

Mr. O'Keefe asked when we will see the minimum bids?

Mr. Abbey stated I am not sure why it is not in the packet. We will get you that information.

Mr. O'Keefe stated these are closed bids and the lowest bidder will be sent to council, correct?

Attorney Doyle stated in the past, the minimum bid was included in the resolution so we can count this as the first council approval of the two approvals.

Mr. Abbey stated we looked up the last two we sold and neither one included the minimum bids.

Attorney Doyle stated if we don't put the minimum price on this resolution, we will have to have two more approvals according to our ordinance.

Discussion continued regarding the resolution for intent to sell and expediting the sale of city owned properties.

ATTACHMENTS:

- 2020 resolution intent to sell (1)- final version (DOCX)

RESULT:	CARRIED [6 TO 1]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Smith, Fenner, Conley
NAYS:	Danny Wells

CITY OF BURTON
GENESEE COUNTY, MICHIGAN

RESOLUTION 2020 -11

**A RESOLUTION OF INTENT TO SELL CITY-OWNED
REAL PROPERTY BY SEALED BIDS AND
CONDITIONAL PURCHASE AGREEMENTS**

WHEREAS, Section 32.19 of the Codified Ordinances of the City of Burton establishes a procedure for the sale of City-owned real property not identified as necessary for public purposes; and

WHEREAS, the City's Department Heads, including the Assessor, have identified certain parcels now owned by the City which they believe will not be utilized for any public purpose; and

WHEREAS, the City Council of the City of Burton, in accordance with the above-referenced land sales procedure and the City Charter of the City of Burton, desires to identify those parcels to be made available for sale and to authorize the sale of said parcels;

NOW THEREFORE, BE IT RESOLVED that all real property identified as not necessary for a public purpose received by the City of Burton shall be offered for sale by the City by means of sealed bids; and

BE IT FURTHER RESOLVED that the following properties will, therefore, be offered for sale on a sealed bid basis and sold with a minimum bid equal to or greater than sale price set in accordance with 32.19 of the codified ordinance set forth below:

Parcel	Address
59-13-553-003	1360 Transue
59-14-503-049	1184 Sunnysdale
59-14-527-038	E. Court St.
59-14-554-043	1354 Roat Ct.
59-14-576-178	1327 Potter Blvd.
59-22-529-026	Bramblewood Dr.
59-22-529-064	Sandalwood Dr.
59-28-501-035	3152 Ludwig St.
59-28-501-148	Myrton St.
59-28-502-057	3155 E. Hemphill Rd.

Attachment: 2020 resolution intent to sell (1)- final version (4903 : Intent to Sell)

59-29-576-009	2320 Kenneth St.
59-30-551-008	Mandeville Ave.
59-30-576-068	Allen St.
59-30-576-144	Decamp St.
59-30-576-212	Norton St.
59-30-577-194	Wells St.
59-30-577-196	Wells St.
59-30-578-029	1408 Carman St
59-30-578-033	Carman St.
59-30-578-098	1372 Donovan St.
59-31-526-005	Scottwood Ave.
59-31-526-037	Scottwood Ave.
59-31-528-009	1508 Parkwood Ave.
59-31-528-040	Homestead Dr.
59-31-576-078	Gram St.
59-32-501-254	Boatfield Ave.
59-32-501-312	2189 Boatfield Ave.
59-32-503-212	2121 McLean Ave.
59-32-503-317	2079 E. Judd Rd.
59-32-551-010	2165 Webber Ave.
59-32-552-045	2089 Brady Ave.
59-32-552-089	Brady St.

BE IT FURTHER RESOLVED that the Purchasing Agent shall advertise for sealed bids for the above identified properties by placing an advertisement in the Burton View and in the Grand Blanc View not less than fifteen (15) days prior to the deadline for the submission of sealed bids, and by the placement of a copy of the Resolution or Notice of the Adoption of Resolution of Intent to Sell along with a listing of all properties to be offered for sale by sealed bid on the official website of the City of Burton.

BE IT FURTHER RESOLVED that this Resolution shall be first approval of the sale of City owned property and it, in its final form, shall be transferred to the office of the City Clerk for a period of not less than twenty-eight (28) days at which time the matter of the sale of City owned real property may once again be placed on the City Council agenda for consideration,

BE IT FURTHER RESOLVED that sealed bids for any of the properties above listed shall be received by the City of Burton on a date specified on the notice. Immediately thereafter all sealed bids received will be publicly opened and read aloud.

BE IT FURTHER RESOLVED that each sealed bid shall be accompanied by a certified check, cashier's check, or money order made payable to the City of Burton in an amount not less than ten percent (10%) of the total bid.

BE IT FURTHER RESOLVED that all properties receiving bids in conformance with the requirements set forth in the Resolution shall be presented to the Burton City Council. The City Council may award the property to the highest qualified bidder, but may elect to reject all bids and may further elect to waive any irregularities in any of the bids received. Deposits accompanying any unsuccessful bids shall be returned to the bidders within forty-eight (48) hours.

BE IT FURTHER RESOLVED that all bids accepted by Council shall be accepted by separate Resolution approved by five (5) or more members of the Burton City Council pursuant to City Charter Section 11.3 and shall be considered the second and final approval and, if the sale, acceptance of bid, or other disposal is approved by the affirmative vote of five (5) or more members of the City Council, closing shall be scheduled within fifteen (15) days thereafter.

BE IT FURTHER RESOLVED that any parcel subject to the sealed bid sales procedure which is not sold shall thereafter be available for sale at the pre-approved cash sale price in accordance with Subsection 32.19(B)(1) of the City's Codified Ordinances.

BE IT FURTHER RESOLVED that the Purchasing Director is hereby authorized to accept Conditional Purchase Agreements subject to the adoption of a Resolution Authorizing Sale approved by five (5) or more members of City Council which shall give final authorization to consummate approved sales.

BE IT FURTHER RESOLVED that any proposed sale of City owned real property not specifically identified by this Resolution, or upon terms other than a cash sale, shall be completed in accordance with Section 11.3 of the Charter of the City of Burton.

THIS RESOLUTION IS DECLARED ADOPTED.

Ayes: _____
 Nays: _____
 Absent: _____

I certify that the foregoing is a true and accurate copy of a Resolution adopted by the City Council of the City of Burton Genesee County, Michigan, at its regular meeting held on the ____ of _____, 2020, at the Burton City Hall, 4303 S. Center Road, Burton, Michigan 48519.

 RACHEAL BOGGS, CITY CLERK

Attachment: 2020 resolution intent to sell (1)- final version (4903 : Intent to Sell)



ADOPTED

AGENDA ITEM (ID # 4904)

DOC ID: 4904

Approve and Authorize the Mayor and City Clerk to execute a contract with Orchard, Hiltz & McCliment, In. (OHM), 34000 Plymouth Rd. Livonia, MI 48150, for Professional Engineering of Maple Ave., Sandalwood to Saginaw (DPW Project No. 20-011-P), at an estimated cost of \$49,785.05, contingent upon approval of the City Attorney.

ATTACHMENTS:

- City of Burton_Maple from Sandalwood to Saginaw (PDF)

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

THIRD PARTY AGREEMENT

PROFESSIONAL ENGINEERING

LOCAL AGENCY CONTRACT

THIS CONTRACT, made and entered into as of this date, _____, 2020 by and between Orchard, Hiltz & McCliment, Inc., 34000 Plymouth Road, Livonia, MI 48150 hereinafter referred to as the "CONSULTANT," and the City of Burton, 4303 South Center Road, Burton, MI 48519, hereinafter referred to as the "LOCAL AGENCY."

WITNESSETH:

WHEREAS, the LOCAL AGENCY is planning to rehabilitate Maple Avenue from Sandalwood Street to Saginaw Street in the City of Burton, using Federal funds from the City of Burton; and

WHEREAS, the LOCAL AGENCY has assigned Peter Wingblad, Superintendent of Engineering and Inspection, to be the designated full-time public employee to be in Responsible Charge in accordance with 23 CFR 172.9 (d).

WHEREAS, the LOCAL AGENCY desires to engage the professional services and assistance of the CONSULTANT to perform the preliminary engineering and other related work, said work to be hereinafter referred to as the "SERVICES," required in connection with the rehabilitation of the following Maple Avenue Rehabilitation Project, said improvements to be hereinafter referred to as the "PROJECT:"

0.46 miles of road rehabilitation project that will include cold milling and resurfacing, joint repairs, pavements repairs, storm sewer upgrades, curb and gutter repairs, pavement marking, and signage upgrades and the existing ADA ramps will be upgraded to meet current standards.

WHEREAS, the LOCAL AGENCY has programmed the PROJECT with the Michigan Department of Transportation, hereinafter referred to as the "MDOT," for the use of Surface Transportation Program Funds administered by the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the "FHWA;" and

WHEREAS, the CONSULTANT is willing to render the SERVICES desired by the LOCAL AGENCY for the considerations hereinafter expressed; and

WHEREAS, the CONSULTANT was selected utilizing a qualifications-based selection (QBS) process, as applicable; and CONSULTANT performance evaluations will be completed, as defined in Exhibit D.

WHEREAS, the terms and conditions of the PRIME CONTRACT between the MDOT and the LOCAL AGENCY for the PROJECT shall be incorporated by reference as part of this SUBCONTRACT to ensure that if any discrepancies occur between the PRIME CONTRACT and SUBCONTRACT, the PRIME CONTRACT shall prevail; and

WHEREAS, the parties hereto have reached an understanding as to the scope of the work and the performance of the SERVICES on the PROJECT and desire to set forth this understanding in the form of a written contract;

NOW THEREFORE, it is hereby agreed by and between the parties here that:

The CONSULTANT will:

1. Perform the SERVICES set forth in Exhibit A, attached hereto and made a part hereof (SERVICES).
2. Perform all SERVICES by the applicable codes, laws, and standards of the LOCAL AGENCY and the MDOT and the FHWA.
3. During the performance of the SERVICES herein provided for, be responsible for any loss or damage to the documents, owned by the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANTS expense.
4. Furnish qualified personnel, as per 23 CFR Part 172, to assist the PROJECT Engineer/Supervisor in solving problems, when so requested.
5. Attend conferences and make such trips as necessary to the LOCAL AGENCY'S offices and to the site of the work to confer with representative of the LOCAL AGENCY and the MDOT or the FHWA as may be necessary in the carrying out of the work under THIS CONTRACT.
6. Provide and maintain public liability, property damage, and workers' compensation insurance, insuring as they may appear the interests of all parties to THIS CONTRACT against any and all claims that may arise of the LOCAL AGENCY'S operation hereunder. In addition, provide professional liability insurance, as further defined in Exhibit B, attached hereto and made a part hereof.
7. Commence work on the PROJECT as set forth in and following execution of THIS CONTRACT only upon receipt of written notice from the PROJECT Engineer/Supervisor.
8. Submit billings to the LOCAL AGENCY as set forth in Section 17.
9. Perform all PROJECT work under the direction of the PROJECT Engineer who will be assigned by the LOCAL AGENCY as provide in Section 14.
10. Provide such reports and maintain such records of the PROJECT as are required to document the work to the satisfaction of the PROJECT Engineer, the LOCAL AGENCY, the MDOT, and the FHWA.
11. Permit the LOCAL AGENCY, the MDOT, the FHWA, and other public agencies interested in the plans and designs for the PROJECT to have full access thereto during the progress of the SERVICES being performed thereon.
12. Have their professional endorsement upon all plans, specifications, estimates, and engineering data furnished to the LOCAL AGENCY.
13. Follow standard accounting practices and permit representatives of the LOCAL AGENCY and MDOT, FHWA, U.S. Department of Transportation's Inspector General, and the Controller General of the United States to audit and inspect its PROJECT books and records at any reasonable time.

- a. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under THIS CONTRACT.
- b. In the event of a dispute with regard to the allowable expenses or any other issue under THIS CONTRACT, the CONSULTANT shall thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- c. In the event of a dispute with regard to the allowable expenses or any other issue under THIS CONTRACT, the CONSULTANT shall thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- d. If any part of the work is subcontracted, the conditions for the responsibilities of the CONSULTANT apply to the CONSULTANT and their SUBCONSULTANTS (or affiliates).

The LOCAL AGENCY shall:

- 14. Assign a PROJECT Engineer/Supervisor in responsible charge of the PROJECT.
- 15. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in THIS CONTRACT, pay the CONSULTANT on the basis of actual costs plus a fixed fee amount, which shall not exceed Forty-Nine Thousand Seven Hundred Eighty-Five Dollars and Five Cents (\$49,785.05). The fixed fee (profit) shall be the amount of Four Thousand Six Hundred Eighty-Eight Dollars (\$4,688), which amount is included in the total amount Forty-Nine Thousand Seven Hundred Eighty-Five Dollars and Five Cents (\$49,785.05) as shown in Exhibit A, attached hereto and made part hereof.
- 16. Pay for actual costs for SERVICES. Work required and performed will be determined in accordance with the following terms, subject to the cost criteria set forth in the Federal Acquisition Regulations, 48 CFR, Part 31.
 - a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES work. This cost will be based on the employees' actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by employee time records.
 - b. Direct Costs: Actual costs of materials and SERVICES, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals and shall be supported by proper receipts.
 - c. Indirect (Overhead) Costs: The actual overhead incurred by the CONSULTANT during performance of the PROJECT work shall be computed as set forth in 48 CFR, Federal Acquisition Regulations, Part 31. The amount of overhead payment, including payroll overhead, will be calculated as applied rates to direct labor costs. Overhead shall include those costs, which because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. Consultant shall use the overhead rate as certified in Attachment C. If a certified overhead rate has not been established, a provisional overhead rate, which will be applied to direct labor costs for progress payments, is set forth in Exhibit A. Use the provisional overhead rate until the actual overhead rate has been determined.

- i. Non MDOT Pre-Qualified CONSULTANT: It is agreed that the use of the provisional overhead rate set forth in Exhibit A sets neither a minimum nor maximum to the actual overhead costs to be paid the CONSULTANT. Any overpayments or underpayments made to the CONSULTANT for SERVICES performed resulting from usage of the provisional overhead rate, will be corrected in the first billing submitted subsequent to the CONSULTANT'S calculations of an actual overhead rate for the financial year end applicable to the reported direct labor cost. The audit at the completion of THIS CONTRACT or at such time as THIS CONTRACT is terminated, will verify the propriety of reporting overhead.
 - ii. MDOT Pre-Qualified CONSULTANT: When work occasioned at the LOCAL AGENCY'S request is contracted with the CONSULTANT to perform the SERVICES, the actual overhead costs incurred by the CONSULTANT at the MDOT-accepted rate during work, computed as set forth in 48 CFR, Federal Acquisition Regulations, Part 31, The amount of overhead payment, including payroll overhead, will be calculated as applied rates to direct labor costs. Overhead costs will include those costs that, because of their incurrence for common or joint objectives, are not readily subject to treatment as direct costs. The MDOT- accepted overhead rate is not subject to adjustment for overhead costs, but the LOCAL AGENCY and MDOT retains the right to audit the records of the CONSULTANT at any reasonable time.
- d. Facilities Cost of Capital: A pro-rated portion of the actual facilities costs of capital incurred by the CONSULTANT during work is reimbursable only if the estimated facilities cost of capital was specifically identified in the cost proposal, included in the Scope of Services for this work (Exhibit A).
- e. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein.
- f. Fixes Fee (Profit): In addition to the payments for direct and overhead costs as hereinbefore provided, the LOCAL AGENCY agrees to pay the CONSULTANT a fixed amount for profit for the SERVICES performed. It is agreed and understood that such amount constitutes full compensation to the CONSULTANT for profit and will not vary because of any differences between the estimated cost and the actual cost for work performed, except that in the event THIS CONTRACT is terminated, payment of a fixed fee (profit) in respect to the PROJECT shall be in an amount which can be established by the CONSULTANT from its accounts and records and subject to the provisions of Section 30.
- g. SUBCONSULTANT Costs: Actual costs of SUBCONSULTANTS performing SERVICES under THIS CONTRACT. Amounts for fixed fees paid by the CONSULTANT to the SUBCONSULTANT will not be considered an actual cost of the CONSULTANT but will be considered a part of the fixed fee of the CONSULTANT.
- h. Reimbursement for costs incurred is subject to the cost criteria set forth in 48 CFR Part 31, and/or 2 CFR 200Subpart E-Cost Principles as applicable, is incorporated herein by reference as if the same were repeated in full herein.

17. Make payments to the CONSULTANT in accordance with the following procedures:

- a. Progress payments may be made for reimbursement of amounts earned to date and shall include direct costs, other direct costs, calculated amounts for overhead using overhead, and facilities cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee. The portion of the fixed fee which may be included in progress payments shall be equal to the total fixed fee multiplied by the percentage of the work which has been completed to date of billing.
- b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by properly completed reporting forms and such other evidence of progress as maybe required by the LOCAL AGENCY. Partial payments shall be made only once a month.
- c. Final billing under THIS CONTRACT shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billing for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the MDOT and the FHWA.

In the event such audit indicates an overpayment, the CONSULTANT will repay the LOCAL AGENCY within 30 days of the date of the invoice.

It is further agreed that:

18. Upon completion or termination of THIS CONTRACT, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of SERVICE, shall become property of the LOCAL AGENCY.
19. No portion of the PROJECT work, hereto before defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent for the LOCAL AGENCY and approval by MDOT and the FHWA. Consent to sublet, assign or otherwise dispose of any portion of the SERVICES shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of THIS CONTRACT.
20. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the LOCAL AGENCY'S PROJECT Engineer/Supervisor. All questions as to the satisfactory and acceptable fulfillment of the terms of THIS CONTRACT shall be decided by the LOCAL AGENCY.
21. This agreement is to be governed by the laws of the State of Michigan. All disputes between the LOCAL AGENCY and CONSULTANT shall be resolved per the Dispute Resolution in Exhibit C.
22. Any change in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY and approved by the MDOT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to THIS CONTRACT.

23. The CONSULTANT and the LOCAL AGENCY specifically agree that in the event problems arise that may be the result of errors and/or omissions by the CONSULTANT or due to a failure of the CONSULTANT to otherwise perform in accordance with THIS CONTRACT, the CONSULTANT will be held responsible with no cost to the LOCAL AGENCY or in accordance with Dispute Resolution in Exhibit C.
24. In addition, the CONSULTANT shall comply with, and shall require any CONTRACTOR or SUBCONTRACTOR to comply with, the following:
- a. In connection with the performance of the PROJECT under THIS CONTRACT, the CONSULTANT (hereinafter in Appendix "A" referred to as the "CONTRACTOR") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix "A," attached hereto and made a part hereof and will require a similar covenant on the part of any CONTRACTOR or SUBCONTRACTOR employed in the performance of THIS CONTRACT.
 - b. During the performance of THIS CONTRACT, the CONSULTANT, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "CONTRACTOR"), agrees to comply with the Civil Rights Act of 1964, being P.L.88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the DEPARTMENT of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to THIS CONTRACT.
 - c. The parties hereto further agree that they accept the MDOT'S Minority Business Enterprises/Women's Business Enterprises (MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix C, dated October 1,2005, attached hereto and made a part hereof, being an excerpt from Title 42 C.F.R. Part 23, more specifically 23.43(a)(1) and (2) thereof.
25. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT to solicit or secure THIS CONTRACT and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of THIS CONTRACT. For breach or violation of this warranty, the LOCAL AGENCY will have the right to annul THIS CONTRACT without liability or, at its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
26. The CONSULTANT specifically agrees that in the performance of the SERVICES herein enumerated, by itself, by an approved SUBCONTRACTOR, or by anyone acting on its behalf, it will comply with any and all state, federal, and local statutes, ordinances, and regulations and will obtain all permits applicable to the entry into the performance of THIS CONTRACT.

27. No charges or claims for damages shall be made by the CONSULTANT for delays or hindrances from any cause whatsoever during the progress of any portions of the SERVICES specified in THIS CONTRACT, except as hereinafter provided.

In case of a substantial delay on the part of the LOCAL AGENCY in providing to the CONSULTANT either the necessary information or approval to proceed with the work, resulting, through no fault of the CONSULTANT, in delays of such extent as to require the CONSULTANT to perform its work under changed conditions not contemplated by the parties, the LOCAL AGENCY will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data. Authorization of such supplemental compensation shall be by an amendment to THIS CONTRACT subject to prior approval by the MDOT.

When delays are caused by circumstances or conditions beyond the control of the CONSULTANT, as determined by the LOCAL AGENCY, the CONSULTANT may be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties. However, that permitting of the CONSULTANT to proceed to complete the SERVICES, or any part of them, after the date through which the time of completion may have been extended, will in no way operate as a waiver on the part of the LOCAL AGENCY of any of its rights herein set forth.

28. In case the CONSULTANT deems extra compensation will be due it for work or materials not clearly covered in THIS CONTRACT, or not ordered by the LOCAL AGENCY as a change, or due to changed conditions, the CONSULTANT shall notify the LOCAL AGENCY in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any way be construed to establish the validity of the claim. Such extra compensation shall be provided only by amendment to THIS CONTRACT with approval of the MDOT and the FHWA.
29. In addition to the protection afforded by any policy of insurance, the CONSULTANT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, the FHWA, and all officers, agents, and employees thereof:
- a. From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the CONSULTANT in connection with the CONSULTANT'S performance of the SERVICES; and
 - b. From any and all costs or claims for additional compensation or damages, or injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, response and cleanup cost, including attorney fees and related costs, caused by errors and/or omissions attributable to the CONSULTANT'S performance of the SERVICES under THIS CONTRACT unless the CONSULTANT proves that notwithstanding the error or omission, the CONSULTANT met generally accepted standards of care. In addition to excusing consultants from liability for errors or omissions that the CONSULTANT proves occurred despite its compliance with generally accepted standards of care, the CONSULTANT will only be responsible for the percentage of the damages and costs that corresponds to the proportion of

the total damages and costs caused by the errors and/or omissions attributable to the CONSULTANT for which the CONSULTANT is otherwise liable under this subparagraph.

LOCAL AGENCY will not be subject to any obligations or liabilities by CONTRACTORS of the CONSULTANT or their SUBCONTRACTORS or any other person not a party to THIS CONTRACT without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the CONSULTANT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under THIS CONTRACT that results in claims being asserted against or judgments being imposed against the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, and/or the FHWA, as applicable. In the event that the same occurs, it will be considered as a breach of THIS CONTRACT, thereby giving the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, and/or the FHWA, as applicable, a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

30. LOCAL AGENCY may terminate THIS CONTRACT and/or any AUTHORIZATION(S) under THIS CONTRACT for convenience or cause, as set forth below, before the SERVICES are completed. Written notice of termination will be sent to the CONSULTANT. The CONSULTANT will be reimbursed in accordance with the following:

a. Termination for Convenience:

FOR COSTS TO BE REIMBURSED ON AN ACTUAL COST-PLUS FIXED FEE BASIS: The CONSULTANT will be reimbursed for all costs incurred up to the termination date set forth in the notice of termination. Such reimbursement will be as set forth in Sections 16 and 17. The CONSULTANT will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete as determined by LOCAL AGENCY. LOCAL AGENCY will receive the work product produced by the CONSULTANT under THIS CONTRACT up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

b. Termination for Cause:

The LOCAL AGENCY may terminate this CONTRACT whenever the CONSULTANT causes any of the following events to occur: fails to complete any of the SERVICES in a manner satisfactory to LOCAL AGENCY, and/or discloses LOCAL AGENCY'S confidential information, and/or replaces any Key People without prior written approval from LOCAL AGENCY, and/or fails to find an acceptable replacement to the Project Team within thirty (30) days, (or within the extension of time granted by LOCAL AGENCY, if any), and/or makes any public relations communications, (and/or products) that are intended for external audience without prior written approval from the LOCAL AGENCY. Written notice of termination will be sent to the CONSULTANT. The CONSULTANT will be reimbursed as follows:

FOR COSTS TO BE REIMBURSED ON AN ACTUAL COST-PLUS FIXED FEE BASIS: The CONSULTANT will be reimbursed for SERVICES completed up to receipt of the notice of termination. LOCAL AGENCY may pay a proportionate share for a partially completed work

product. The value of such partially completed work product will be determined by LOCAL AGENCY based on actual costs incurred up to the estimated value of the work product received by LOCAL AGENCY, as determined by LOCAL AGENCY. Such actual costs will be as set forth in Section 16.

The CONSULTANT will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete, as determined by LOCAL AGENCY. LOCAL AGENCY will receive the work product produced by the CONSULTANT under THIS CONTRACT up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of the SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

In the event that termination by LOCAL AGENCY is necessitated by any wrongful breach, failure, default, or omission by the CONSULTANT, LOCAL AGENCY will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to the CONSULTANT under THIS CONTRACT, as well as any other existing or future contracts between the CONSULTANT and LOCAL AGENCY, for any and all damages and costs incurred or sustained by LOCAL AGENCY as a result of its termination of THIS CONTRACT due to the wrongful breach, failure, default, or omission by the CONSULTANT.

In the event of termination of THIS CONTRACT, LOCAL AGENCY may procure the professional SERVICES from other sources and hold the CONSULTANT responsible for any damages or excess costs occasioned thereby.

In the event that the CONSULTANT disagrees with LOCAL AGENCY regarding a determination of the completeness or value of SERVICES performed or the amount of reimbursement for which the CONSULTANT is eligible under the provisions of this section, the CONSULTANT may invoke the dispute process defined in Exhibit C.

31. The CONSULTANT'S signature on THIS CONTRACT constitutes the CONSULTANT'S certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549.

The certification included as a part of THIS CONTRACT as Attachment A is Appendix A of 49 CFR Part 29 and applies to the CONSULTANT (referred to in Appendix A as "the prospective primary participant").

The CONSULTANT is responsible for obtaining the same certification from all SUBCONTRACTORS under THIS CONTRACT by inserting the following paragraph in all subcontracts:

"The SUBCONTRACTOR'S signature on THIS CONTRACT constitutes the SUBCONTRACTOR'S certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549. The certification included as a part of THIS CONTRACT as Attachment B is Appendix B of 49 CFR Part 29."

This certification is required of all SUBCONTRACTORS, testing laboratories and other lower tier participants with whom the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in THIS CONTRACT.

32. The CONSULTANT'S signature on THIS CONTRACT constitutes the CONSULTANT'S certification that to the best of his or her knowledge and belief no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any federal 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, or the extension, continuation, removal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

The CONSULTANT will require that the language of this certification be included in the award documents for all third-party agreements (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

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. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

33. The CONSULTANT agrees to pay each SUBCONTRACTOR for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the CONSULTANT receives from the LOCAL AGENCY. This requirement is also applicable to all sub-tier SUBCONTRACTORS and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR Part 26, as amended, and does not confer third-party beneficiary rights or other direct rights to a SUBCONTRACTOR against the LOCAL AGENCY or MDOT. This provision applies to both DBE and non-DBE SUBCONTRACTORS.

The CONSULTANT further agrees that it will comply with 49 CFR Part 26, as amended, and will report any and all DBE SUBCONTRACTOR payments to MDOT semi-annually in the format set forth in Appendix G, dated July 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

34. The CONSULTANT agrees that the costs reported to LOCAL AGENCY for THIS CONTRACT will represent only those items that are properly chargeable in accordance with THIS CONTRACT. The CONSULTANT also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of THIS CONTRACT that apply to the reporting of costs incurred under the terms of THIS CONTRACT.
35. The following exhibits, appendices, and attachments are included as part of THIS CONTRACT:

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duty authorized agents and representative the day and year first above written.

CITY OF BURTON

By: _____
Duane Haskins
TITLE: MAYOR

By: _____
Racheal Boggs
TITLE: CITY CLERK

OHM ADVISORS

By: _____
Lou Fleury, PE
TITLE: Principal



List of Exhibits/Appendixes/Attachments

Exhibit A – Derivation of Cost

Exhibit B – Professional Liability Insurance

Exhibit C – The Dispute Resolution Process

Exhibit D – Consultant Performance Evaluations

Appendix A – Prohibition of Discrimination in State Contracts

Appendix B – TITLE VI Assurance

Appendix C – Assurances that Recipients and Contractors Must Make

Appendix D – Local Consultant Conflict of Interest

Appendix E – Public Relations Communications, and Use of Project Information for External Audiences

Appendix G – Prime Consultant State of DBE Sub-Consultant Payments

Attachment A – Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

Attachment B – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusions-Lower Tier Covered Transactions

Attachment C – Certification of Indirect Rate (MDOT 5108L)

EXHIBIT A
Derivation of Cost

SUMMARY OF TOTAL PROJECT COSTS BY JOB NUMBER

EXHIBIT

K.5.a

All Prime and Subconsultant Costs for ALL JOB NUMBERS (including phases). For amendment or revision, complete this form showing all job number for all services provided. Report Tier 2 Subconsultant costs with Tier 1 Subconsultants. For use with all Priced Proposals. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S):	CONTRACT / AUTHORIZATION NUMBER:
CS - JN 207657	

PRIME CONSULTANT NAME:	DBE Goal:	PROJECT DESCRIPTION:
Orchard, Hiltz & McCliment, Inc.		Maple Avenue from Sandalwood Saginaw Street, City of Burton

Consultant	Firm Role:	Contracted to:	Payment Method:	Job Number 207657	Job Number	Job Number	Job Number	DBE (Y/N)	Total	% c Conti
HOURS				489	-	-	-		489	
Orchard, Hiltz & McCliment, Inc.	P	MDOT	ACFF	458	-	-	-		458	
G2 Consulting Group, LLC	T1		ACFF	31	-	-	-		31	
LABOR				\$ 15,267.62	\$ -	\$ -	\$ -		\$ 15,267.62	
Orchard, Hiltz & McCliment, Inc.	P	MDOT	ACFF	\$ 14,398.92	\$ -	\$ -	\$ -		\$ 14,398.92	
G2 Consulting Group, LLC	T1		ACFF	\$ 868.70	\$ -	\$ -	\$ -		\$ 868.70	
OVERHEAD				\$ 27,350.56	\$ -	\$ -	\$ -		\$ 27,350.56	
Orchard, Hiltz & McCliment, Inc.	P	MDOT	ACFF	\$ 25,510.57	\$ -	\$ -	\$ -		\$ 25,510.57	
G2 Consulting Group, LLC	T1		ACFF	\$ 1,839.99	\$ -	\$ -	\$ -		\$ 1,839.99	
F.C.C.M.				\$ 110.87	\$ -	\$ -	\$ -		\$ 110.87	
Orchard, Hiltz & McCliment, Inc.	P	MDOT	ACFF	\$ 110.87	\$ -	\$ -	\$ -		\$ 110.87	
OTHER DIRECT EXPENSES				\$ 2,368.00	\$ -	\$ -	\$ -		\$ 2,368.00	
G2 Consulting Group, LLC	T1		ACFF	\$ 2,368.00	\$ -	\$ -	\$ -		\$ 2,368.00	
FIXED FEE				\$ 4,688.00	\$ -	\$ -	\$ -		\$ 4,688.00	
Orchard, Hiltz & McCliment, Inc.	P	MDOT	ACFF	\$ 4,390.04	\$ -	\$ -	\$ -		\$ 4,390.04	
G2 Consulting Group, LLC	T1		ACFF	\$ 297.96	\$ -	\$ -	\$ -		\$ 297.96	

TOTAL COSTS SUMMARY

Consultant Totals	Firm Role:	Contracted to:	Payment Method:	Job Number 207657	Job Number	Job Number	Job Number	DBE (Y/N)	Total	% c Conti
Orchard, Hiltz & McCliment, Inc.	P	MDOT	ACFF	\$ 44,410.40	\$ -	\$ -	\$ -	N	\$ 44,410.40	89.2
G2 Consulting Group, LLC	T1		ACFF	\$ 5,374.65	\$ -	\$ -	\$ -		\$ 5,374.65	10.8
Firm Role Key: P = Prime Firm, T1 = Tier 1 Sub, T2 = Tier 2 Sub										
TOTAL COSTS				\$ 49,785.05	\$ -	\$ -	\$ -		\$ 49,785.05	100.0

Attachment: City of Burton_Maple from Sandalwood to Saginaw (4904 : Third Party Agreement with OHM For PE For Maple Ave Sandalwood to

DERIVATION OF PRIME CONSULTANT COSTS

Exhibit

K.5.a

Summary of all Prime Costs for ALL JOB NUMBERS (including phases) for all services provided. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS - JN 207657	CONTRACT / AUTHORIZATION #:	FIRM ROLE: Prime Firm
PRIME CONSULTANT NAME: Orchard, Hiltz & McCliment, Inc.	PROJECT DESCRIPTION: Maple Avenue from Sandalwood to Saginaw Street, City of Burton	

PRIME LABOR:

CLASSIFICATION	HOURS	x		RATE/HR	=		LABOR COST
Associate		x	\$	52.32	=	\$	-
Prof Eng/Arch IV	4	x	\$	54.68	=	\$	218.72
Prof Eng/Arch III	40	x	\$	46.29	=	\$	1,851.60
Prof Eng/Arch I	200	x	\$	32.72	=	\$	6,544.00
Technician IV	6	x	\$	39.18	=	\$	235.08
Technician II	120	x	\$	25.01	=	\$	3,001.20
Prof Surveyor III	25	x	\$	46.39	=	\$	371.12
Surveyor III	50	x	\$	30.13	=	\$	1,205.20
Surveyor II	40	x	\$	24.30	=	\$	972.00
Total Hours:				485		Total Labor \$	14,398.92

PRIME OVERHEAD: (Total Labor x Overhead Rate)

Overhead Rate: 177.17% Total Overhead \$ 25,510.57

PRIME FACILITIES CAPITAL COST OF MONEY (F.C.C.M.): (Total Labor x F.C.C.M. Rate)

F.C.C.M. Rate: 0.77% Total F.C.C.M. \$ 110.87

PRIME FIXED FEE FOR PROFIT: ((Total Labor + Total Overhead) x 11%)

Fixed Fee Rate: 11% Total Fixed Fee \$ 4,390.04TOTAL PRIME FIRM COSTS \$ 44,410.40

Firm Role: Prime Firm

Note: Payment Method = ACFF

Attachment: City of Burton_Maple from Sandalwood to Saginaw (4904 : Third Party Agreement with OHM For PE For Maple Ave Sandalwood to

DERIVATION OF CONSULTANT COSTS																																																																																										
LCRC	PROJECT DESCRIPTION: Geotechnical Engineering Services W. Maple Avenue: Sandalwood Drive to Saginaw Street City of Burton, Genesee County, MI																																																																																									
CONSULTANT NAME: G2 CONSULTING GROUP, LLC																																																																																										
SUMMARY OF ALL PRIME DIRECT LABOR: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Classification</u></th> <th style="text-align: center;"><u>Person Hours</u></th> <th style="text-align: center;">x</th> <th style="text-align: center;"><u>Hourly Rate</u></th> <th style="text-align: center;">=</th> <th style="text-align: center;"><u>Labor Costs</u></th> </tr> </thead> <tbody> <tr> <td>QA/QC</td> <td style="text-align: center;">1</td> <td></td> <td style="text-align: right;">\$ 72.00</td> <td></td> <td style="text-align: right;">\$ 72.00</td> </tr> <tr> <td>PROJECT MANAGER</td> <td style="text-align: center;">1</td> <td></td> <td style="text-align: right;">\$ 57.70</td> <td></td> <td style="text-align: right;">\$ 57.70</td> </tr> <tr> <td>PROJECT ENGINEER</td> <td style="text-align: center;">5</td> <td></td> <td style="text-align: right;">\$ 30.00</td> <td></td> <td style="text-align: right;">\$ 150.00</td> </tr> <tr> <td>STAFF/FIELD ENGINEER</td> <td style="text-align: center;">10</td> <td></td> <td style="text-align: right;">\$ 28.00</td> <td></td> <td style="text-align: right;">\$ 280.00</td> </tr> <tr> <td>FIELD/LAB TECHNICIAN</td> <td style="text-align: center;">3</td> <td></td> <td style="text-align: right;">\$ 24.00</td> <td></td> <td style="text-align: right;">\$ 72.00</td> </tr> <tr> <td>FLAGGER</td> <td style="text-align: center;">10</td> <td></td> <td style="text-align: right;">\$ 22.00</td> <td></td> <td style="text-align: right;">\$ 220.00</td> </tr> <tr> <td>ADMINISTRATIVE ASSISTANT</td> <td style="text-align: center;">1</td> <td></td> <td style="text-align: right;">\$ 17.00</td> <td></td> <td style="text-align: right;">\$ 17.00</td> </tr> <tr> <td style="text-align: right;">TOTAL HOURS</td> <td style="text-align: center; border-top: 1px solid black;">31</td> <td></td> <td></td> <td style="text-align: right;">TOTAL LABOR</td> <td style="text-align: right; border-top: 1px solid black;">\$ 868.70</td> </tr> </tbody> </table>						<u>Classification</u>	<u>Person Hours</u>	x	<u>Hourly Rate</u>	=	<u>Labor Costs</u>	QA/QC	1		\$ 72.00		\$ 72.00	PROJECT MANAGER	1		\$ 57.70		\$ 57.70	PROJECT ENGINEER	5		\$ 30.00		\$ 150.00	STAFF/FIELD ENGINEER	10		\$ 28.00		\$ 280.00	FIELD/LAB TECHNICIAN	3		\$ 24.00		\$ 72.00	FLAGGER	10		\$ 22.00		\$ 220.00	ADMINISTRATIVE ASSISTANT	1		\$ 17.00		\$ 17.00	TOTAL HOURS	31			TOTAL LABOR	\$ 868.70																															
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EXHIBIT B**PROFESSIONAL LIABILITY INSURANCE June 27,
1996**

The CONSULTANT specifically agrees to maintain professional liability insurance for protection from claims arising out of the performance of SERVICES under THIS CONTRACT.

This insurance will be maintained in an amount not less than One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such insurance will be in effect for the life of THIS CONTRACT and for the period through the construction and DEPARTMENT acceptance of such construction, resulting from the SERVICES provided by THIS CONTRACT, whichever is later.

As evidence of said coverage, the CONSULTANT will submit to the DEPARTMENT certificates of insurance. All required insurance will be in effect and all documents required by this section will be submitted to the DEPARTMENT prior to the commencement of the SERVICES. All such approvals will include a provision for a cancellation notice of not less than thirty (30) days, directed to the DEPARTMENT. The CONSULTANT specifically agrees to immediately provide written notification of any change to its professional liability insurance coverage.

EXHIBIT C

THE DISPUTE RESOLUTION PROCESS November, 2015

BACKGROUND

During the design and construction phases of projects, there are quality assurance and quality assessment procedures required of CONSULTANTS and the LOCAL AGENCY that are intended to minimize the occurrence of errors and/or omissions. Even so, there are often valid changes required during construction in order to complete the project. These changes may or may not be the result of the Design or Construction Engineering Consultant's errors or omissions.

Some of the changes may be due to errors and/or omissions in the Design Plans or Construction Engineering Services resulting in cost increases to the project or degradation of quality of the road project. When changes to a project result in errors or omissions and cause additional costs or reduction in quality, an assessment must be made to determine the extent of the Design and/or Construction Engineering consultant's responsibility for the errors and/or omissions, including the CONSULTANT'S share of the additional costs.

LOCAL AGENCY personnel must keep in mind that Design Plans and Construction Engineering Services will normally contain minor deficiencies that do not materially (*an issue is considered material when the perceived cost of the error and/or omission is greater than the administrative cost of the dispute resolution process*) affect the cost or quality of the project. The steps to assign responsibility are intended to be used in those cases where LOCAL AGENCY personnel have reason to believe that, in their professional judgment, a Design and/or Construction Engineering CONSULTANT did not adhere to recognized professional standards of care in the performance of its duties, resulting in substantial additional costs to the LOCAL AGENCY.

It is also important to understand that the cost of correcting an error and/or omission should be compared to the estimated first-time cost that would have been incurred had the services or contract documents been correct to begin with. For example, the omission of a pay item that has to be added during construction will cause an increase in the construction cost, but the cost would have been higher had the pay item been included from the beginning. In this case, the cost of the omission depends on how much more it costs to include the item during construction than it would have cost had the item been included when the project was bid. This is known as premium cost. Premium costs are the additional cost of a contract that would not have been incurred if the work had been included in the original contract. More specifically, premium costs are dollar amounts paid for non-value-added work. Delays, inefficiencies, rework, or extra work as shown below, other than those caused by the CONTRACTOR or his or her SUBCONTRACTORS or suppliers, will be considered as non-value-added work. Non-value-added work can occur in three distinct situations.

- Work delays or inefficiencies. The premium costs are the total delay/ inefficiencies damages paid to the CONTRACTOR.
- Rework. The premium costs are the dollar amounts paid for the original items of work that have to be removed plus the costs to remove these items.
- Extra work. The premium costs are the net difference between the final, agreed-upon price paid to the CONTRACTOR and the Engineer's Estimate i.e., what the cost would have been had the extra work been included in the original bid at letting.

Premium costs associated with Errors and Omissions shall be Federal-aid Non-Participating.

Another example is improper or missing testing documentation. In this case, the cost of the omission depends on whether or not the Federal Aid or State participation will remain as the quality of the construction may not be able to be determined and was affected by the missing or improper acceptance documentation to support payment.

THE PROCESS – OVERVIEW

PROJECTS will be built as designed and let. Furthermore, field staff will not revise the design for purposes of enhancement or personal choice. In the event the PROJECT cannot be practically built or let as designed, due to omissions or errors, then the steps of this procedure will govern.

There are three (3) possible categories of potential errors, omissions, or questions of a material nature.

Category 1 – Design Issues The first category is when potential errors, omissions, or questions of a material nature are related to the Design Plans only. These events will be referred to as “Design Issues” until such time as the cause, effect, and responsibility have been determined. *[Any issue is material when the cost of the error and/or omission is perceived to be greater than the administrative cost of the dispute resolution process.]*

Category 2 – Design/Construction Engineering Issues The second category is when it cannot be determined whether the potential errors, omissions, or questions of a material nature are encountered in the Construction Engineering Services or in the Design Plans. These events will be referred to as “Construction Engineering/Design Issues” until such time as the cause, effect, and responsibility have been determined.

Category 3 – Construction Engineering Issues The third category is when the potential errors, omissions, or questions of a material nature are encountered in Construction Engineering Services and not related to the Design Plans. These events will be referred to as “Construction Engineering Issues” until such time as the cause, effect, and responsibility have been determined.

In the event that the **MDOT TSC Construction Engineer** decides that the Design and/or Construction Engineering Issue is not material, the Local Agency Project Supervisor will proceed unilaterally. A copy of the Design Issue decision, changes, and/or other relevant documents must be sent immediately to the **LOCAL AGENCY**, and the Construction Engineering CONSULTANT, if applicable. Typically, this will be a e-mail of the work order. The LOCAL AGENCY will forward these decisions, changes, and/or other documents to the Design Consultant. This step is important for two reasons. First, the Design CONSULTANT, and/or the **LOCAL AGENCY** will have an opportunity to review the change and take action if they disagree. Second, this will give an opportunity for everyone to learn of the deficiencies in order to improve the product in the future.

In the event that the **MDOT TSC Construction Engineer** is uncertain regarding the designer’s intent, he/she must contact the **LOCAL AGENCY** to determine the intent. The **LOCAL AGENCY** will contact the CONSULTANT staff when appropriate.

The process will initially focus on solving the problem with the objective of minimizing the impact on construction. After that, the process will focus on responsibility according to the multi-step procedure that follows. The step of determining responsibility must be taken any time the Design and/or Construction

Engineering CONSULTANT is brought into the process and incurs costs. These steps must also be taken any time errors and/or omissions in consultant prepared Design Plans or Construction Engineering Services result in increased cost during construction or decrease in the quality of the project.

The determination of the degree of responsibility for substandard work must include a review of the CONSULTANT'S scope of work, the standards in effect when the work was done, design information provided to the CONSULTANT, and directions provided by the LOCAL AGENCY. In making this determination, the LOCAL AGENCY must discuss the error and/or omission with the CONSULTANT and any involved LOCAL AGENCY personnel to obtain all information and points of view. The LOCAL AGENCY is to make a record of conversations and other documentation that support whatever determination is made and then place copies of those records in the project files. Separate budgets will be created for payment to Design and Construction Engineering CONSULTANTS for their correction of Design or Construction Engineering Issues that are judged not to be their responsibility and for changes by the LOCAL AGENCY for their activities during this process.

PROCESS – DISPUTE RESOLUTION

For levels one and two of these proceedings, the first focus should be on resolving the Design or Construction Engineering Issue in order to minimize the impact on construction. The LOCAL AGENCY and the consultant will attempt to jointly determine the solution. In the event that such agreement cannot be reached, the LOCAL AGENCY alone will decide on the appropriate solution. In the event that the Design and/or Construction Engineering CONSULTANT does not agree with any of these decisions, it may appeal its financial responsibility to the next level. After the Design or Construction Engineering Issue is resolved, the focus shifts to responsibility and financial implications. All decisions must be completely agreed upon by the representatives of the LOCAL AGENCY.

Level 1 – Omissions and Errors Identification and Correction

Step A – Notify the Design or Construction Engineering CONSULTANT of the first notice of the issue in either design or construction.

Step B – The LOCAL AGENCY and CONSULTANT personnel will collaborate on the safest, cost efficient solution to construct the project within the character of the scope of work. If consensus cannot be reached the LOCAL AGENCY is then charged with determining the appropriate resolution to the issue to get the project back under design or construction. This issue resolution should be discussed with the MDOT TSC Construction Engineer with regards to appropriateness and potential project financial participation implications prior to any final decisions being made.

Step C – Issue Work Order/Contract Modification that resolves issue so that design or construction work may continue. Processes for contract modifications will follow those set forth in the MDOT Construction Manual or other guidance documents pertaining to revisions to the contract.

Level 2 – Cost Responsibility Determination

Step A – Mutually determine, between the LOCAL AGENCY and the CONSULTANT, if the issue was caused by a plan error or omission.

If it is determined that a plan error created the issue, the financial responsibility for the correction and associated design and construction costs will be borne 100% by the CONSULTANT.

If it is determined that an omission created the issue, only the premium cost above what the LOCAL AGENCY would have expected to pay, if the work was included in the original bid construction documents, will be borne by the CONSULTANT.

Step B – If the CONSULTANT disagrees with the determination in Step 2 A, then the disputed items are sent to the mutually agreed upon review PANEL for a recommendation of cost responsibility. The LOCAL AGENCY will facilitate the development of the members of the review PANEL.

The LOCAL AGENCY and the CONSULTANT will each select a member of their choosing, the two selected members will then mutually agree to select one more member. The review PANEL will be made up of three members. The LOCAL AGENCY will then notify a PANEL of impartial and non-interested individuals to mediate a resolution to the issue. The cost for the PANEL members should be shared between the LOCAL AGENCY and the CONSULTANT. Example participants could be members ACEC, CRA, MML, etc. The PANEL will guide the LOCAL AGENCY and the CONSULTANT toward an agreement. The staff from MDOT may also be present as observers. At such time as the PANEL determines that the LOCAL AGENCY and the CONSULTANT are not making reasonable progress toward resolving one or more issues, the PANEL will render a non-binding written decision of those issues. In the event the non-binding written decision is not acceptable to either party, then other legal remedies may be sought.

Level 3 – Cost Recovery or Payment

Upon the conclusion of the level 2 process, the LOCAL AGENCY will do one of the following in accordance with the results of this process:

Cost Recovery The LOCAL AGENCY will prepare a billing to the Design or Construction Engineering Consultant for its share of the costs incurred for work performed during this process plus its share of any increased costs of construction, in accordance with the Design Consultant's determined share of responsibility; or

Payment The LOCAL AGENCY will prepare a payment to the Design or Construction Engineering Consultant for a share of its costs incurred for work performed during this process in accordance with its determined share of responsibility.

Upon the conclusion of this process, the LOCAL AGENCY will do one of the following in accordance with the results of this process:

- a. The LOCAL AGENCY will prepare a billing to the Design or Construction Engineering Consultant for its share of the costs incurred for work performed during this process plus its share of any increased costs of construction, in accordance with the Design Consultant's determined share of responsibility; or
- b. The LOCAL AGENCY will prepare a payment to the Design or Construction Engineering Consultant for a share of its costs incurred for work performed during this process in accordance with its determined share of responsibility.

EXHIBIT D
CONSULTANT PERFORMANCE EVALUATIONS

May 20, 2015

The purpose of the Consultant Performance Evaluation process is to: provide CONSULTANTS documented feedback of their performance on local federal-aid projects; promote project management/consultant communication; identify and document areas of potential improvements of CONSULTANT performance, improve the overall quality of local projects, and to obtain ratings for use in future project selections.

The performance evaluation process is required for all types of CONSULTANT services utilizing federal-aid. An evaluation must be prepared for the prime vendor, as well as separate evaluations for each sub-vendor. Evaluations of both prime and SUB-CONSULTANTS are critical because their evaluation scores affect future selection scoring and ranking. The performance evaluation should include, but not be limited to, an assessment of timely completion of work, adherence to contract scope and budget, and the quality of the work conducted.

The LOCAL AGENCY specifically agrees to complete and maintain CONSULTANT performance evaluations at the end of THIS CONTRACT and submit them to MDOT before the final reimbursement will be processed in LARS.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under THIS CONTRACT; the CONTRACTOR agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the CONTRACTOR shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of THIS CONTRACT. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the CONTRACTOR shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of THIS CONTRACT.
2. The CONTRACTOR hereby agrees that any and all subcontracts to THIS CONTRACT, whereby a portion of the work set forth in THIS CONTRACT is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The CONTRACTOR will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The CONTRACTOR or its collective bargaining representative shall send to each labor union or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the CONTRACTOR'S commitments under this Appendix.
6. The CONTRACTOR shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The CONTRACTOR shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each SUBCONTRACTOR, as well as the CONTRACTOR itself, and said CONTRACTOR shall permit access to the CONTRACTOR'S books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under THIS CONTRACT and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a CONTRACTOR has not complied with the contractual obligations under THIS CONTRACT, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the Contract found to have been violated and/or declare the CONTRACTOR ineligible for future contracts with the state and its political and civil subdivisions, DEPARTMENTS, and officers, including the governing boards of institutions of higher education, until the CONTRACTOR complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the CONTRACTOR is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The CONTRACTOR shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each SUBCONTRACTOR or supplier.

Revised June 2011

APPENDIX B TITLE VI

ASSURANCE

During the performance of THIS CONTRACT, the CONTRACTOR, for itself, its assignees, and its successors in interest (hereinafter referred to as the "CONTRACTOR"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the CONTRACTOR shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of THIS CONTRACT.
2. **Nondiscrimination:** The CONTRACTOR, with regard to the work performed under THE CONTRACT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of SUBCONTRACTORS, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the CONTRACTOR covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the CONTRACTOR, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential SUBCONTRACTOR or supplier of the CONTRACTOR'S obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the DEPARTMENT or the United States DEPARTMENT of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the required information, the CONTRACTOR shall certify to the DEPARTMENT or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of THIS CONTRACT, the DEPARTMENT shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the CONTRACTOR until the CONTRACTOR complies; and/or b.
 - b. Canceling, terminating, or suspending THE CONTRACT, in whole or in part.

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

Revised June 2011

APPENDIX C

Assurances that Recipients and CONTRACTORs Must Make

(Excerpts from US DOT Regulation 49 CFR § 26.13)

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

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

2. Each contract MDOT signs with a CONTRACTOR (and each subcontract the prime CONTRACTOR signs with a SUBCONTRACTOR) must include the following assurance:

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

(Revised October 1, 2005)

APPENDIX D

LOCAL CONSULTANT CONFLICT OF INTEREST

The CONSULTANT and its Affiliates agree not to have any public or private interest, and shall not acquire directly or indirectly any such interest in connection with the project, that would conflict or appear to conflict in any manner with the performance of SERVICES under THIS CONTRACT. "Affiliate" means a corporate entity linked to the CONSULTANT through common ownership. The CONSULTANT and its Affiliates agree not to provide any services to a construction CONTRACTOR or any entity that may have an adversarial interest in a project for which it has provided services to the MDOT OR LOCAL AGENCY. The CONSULTANT and its Affiliates agree to disclose to the LOCAL AGENCY and the MDOT all other interests that the prime or SUBCONSULTANT have or contemplate having during each phase of the project. The phases of the PROJECT include, but are not limited to, planning, scoping, early preliminary engineering, design engineering, real estate acquisition, and construction engineering. In all situations, the MDOT will decide if a conflict of interest exists. If the MDOT concludes that a conflict of interest exists, it will inform the LOCAL AGENCY and CONSULTANT and its Affiliates. If the CONSULTANT and its Affiliates choose to retain the interest constituting the conflict, the MDOT may require the LOCAL AGENCY to terminate the Contract for cause if a conflict of interest finding is upheld.

Appendix E

Public Relations Communications and Use of Project Information for External Audiences

Any public relations communications and/or products pertaining to this CONTRACT or the SERVICES hereunder that are intended for an external audience will not be made without prior written approval from LOCAL AGENCY, and then only in accordance with explicit instructions from LOCAL AGENCY. Examples of public relations communications and/or products may include the following:

Use of the LOCAL AGENCY logo;

Brochures, flyers, invitations, programs, or any other printed materials intended for external audiences;

Posting on social media sites or web sites;

New or updated video, digital versatile disk (DVD), or video sharing productions;

Exhibits or presentations.

A violation of this provision will be considered a breach of this CONTRACT, and LOCAL AGENCY may terminate this CONTRACT under provisions of Section 30(b).

Appendix G
Prime Consultant State of DBE Sub-Consultant Payments

ATTACHMENT A

(This is a reproduction of Appendix A of 49 CFR Part 29) **Certification
Regarding Debarment, Suspension, and Other Responsibility
Matters -- Primary Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the DEPARTMENT or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the DEPARTMENT or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DEPARTMENT or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DEPARTMENT or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the DEPARTMENT or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal DEPARTMENT or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[60 FR 33042, 33064, June 26, 1995]

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29] **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification

is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-

- Lower

Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal DEPARTMENT or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.] March 9, 1989

ATTACHMENT C

Certification of Indirect Rate (MDOT 5108L)

Michigan Department
Of Transportation
5108L (01/11)

CERTIFICATION OF INDIRECT (OVERHEAD) RATE

This Certification is required according to U.S. Department of Transportation, Federal Highway Administration (FHWA) Order 4470.1A, dated October 27, 2010. FHWA has issued this new policy to be effective January 1, 2011. This policy requires consultants to certify that costs used to establish indirect (overhead) cost rates applicable to Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable, and that the indirect (overhead) rate was established based only on allowable costs.

This certification is to provide assurance that the indirect (overhead) cost rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.

This form shall be completed and submitted by the prime consultant, for the prime contract as well as for each subcontract (first and second tier subcontract(s)) proposed to be included as part of this priced proposal, where an indirect (overhead) rate is proposed. Please note that the Certifying Official is defined as the firm's Executive (Vice President, President or equivalent) or Chief Financial Officer.

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBERS(S): JN 207657	CONTRACT / AUTHORIZATION NUMBER:
LOCAL AGENCY: City of Burton	
PROJECT DESCRIPTION: Maple Avenue from Sandalwood to Saginaw, City of Burton	

DECLARATION OF CERTIFICATION

INDIRECT (OVERHEAD) COST RATE:	177.17%
DATE OF INDIRECT (OVERHEAD) COST RATE DETERMINATION (mm/dd/yyyy):	07/23/2020
FISCAL PERIOD COVERED (mm/dd/yyyy to mm/dd/yyyy):	08/01/2020 to 07/31/2021

I, the undersigned, certify that I have reviewed the indirect (overhead) rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:

- 1) All costs included to establish the above rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulation (CFR), part 31.
- 2) This indirect (overhead) cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect (overhead) cost rates have been disclosed.

CONSULTANT INFORMATION

ROLE ☒ Prime ☐ Tier 1 Sub ☐ Tier 2 Sub			
LEGAL BUSINESS NAME: Orchard, Hiltz & McCliment, Inc.		FEDERAL ID NUMBER (Must match prequalification file): 38-1691323	
COMPANY ADDRESS: 34000 Plymouth Road	CITY: Livonia	STATE: MI	ZIP CODE: 48150
EMAIL ADDRESS: pat.wingate@ohm-advisors.com	PHONE NO.: (734) 522-6711		

CERTIFYING OFFICIAL

NAME OF CERTIFYING OFFICIAL (Print Name and Title): Patrick G. Wingate, PE - Vice President	SIGNATURE OF CERTIFYING OFFICIAL: Patrick G. Wingate, PE Sep 30 2020 11:35 AM
--	---

Attachment: City of Burton_Maple from Sandalwood to Saginaw (4904 : Third Party Agreement with OHM For PE For Maple Ave Sandalwood to

Michigan Department
Of Transportation
5108L (01/11)

CERTIFICATION OF INDIRECT (OVERHEAD) RATE

This Certification is required according to U.S. Department of Transportation, Federal Highway Administration (FHWA) Order 4470.1A, dated October 27, 2010. FHWA has issued this new policy to be effective January 1, 2011. This policy requires consultants to certify that costs used to establish indirect (overhead) cost rates applicable to Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable, and that the indirect (overhead) rate was established based only on allowable costs.

This certification is to provide assurance that the indirect (overhead) cost rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.

This form shall be completed and submitted by the prime consultant, for the prime contract as well as for each subcontract (first and second tier subconsultant(s)) proposed to be included as part of this priced proposal, where an indirect (overhead) rate is proposed. Please note that the Certifying Official is defined as the firm's Executive (Vice President, President or equivalent) or Chief Financial Officer.

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBERS(S): JN 207657	CONTRACT / AUTHORIZATION NUMBER:
LOCAL AGENCY: City of Burton	
PROJECT DESCRIPTION: Rehabilitate W. Maple Avenue from Sandalwood Drive to Saginaw Street in the City of Burton	

DECLARATION OF CERTIFICATION

INDIRECT (OVERHEAD) COST RATE:	211.81%
DATE OF INDIRECT (OVERHEAD) COST RATE DETERMINATION (mm/dd/yyyy):	07/21/2020
FISCAL PERIOD COVERED (mm/dd/yyyy to mm/dd/yyyy):	08/01/2020 to 07/31/2021

I, the undersigned, certify that I have reviewed the indirect (overhead) rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:

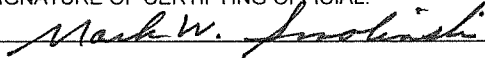
- 1) All costs included to establish the above rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulation (CFR), part 31.
- 2) This indirect (overhead) cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect (overhead) cost rates have been disclosed.

CONSULTANT INFORMATION

ROLE ☐ Prime ☒ Tier 1 Sub ☐ Tier 2 Sub			
LEGAL BUSINESS NAME: G2 Consulting Group LLC		FEDERAL ID NUMBER (Must match prequalification file): 38-3190422	
COMPANY ADDRESS: 1866 Woodslee	CITY: Troy	STATE: MI	ZIP CODE: 48083
EMAIL ADDRESS: msmolinski@g2consultinggroup.com	PHONE NO.: 248-680-0400		

CERTIFYING OFFICIAL

NAME OF CERTIFYING OFFICIAL (Print Name and Title): Mark W. Smolinski Principal	SIGNATURE OF CERTIFYING OFFICIAL: 
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ADOPTED

AGENDA ITEM (ID # 4905)

DOC ID: 4905

Approve and Authorize the Mayor and City Clerk to execute a contract with Orchard, Hiltz & McCliment, In. (OHM), 34000 Plymouth Rd. Livonia, MI 48150, for Professional Engineering of Maple Ave., Fenton Rd to Sandalwood (DPW Project No. 20-011-P), at an estimated cost of \$80,371.67, contingent upon approval of the City Attorney.

COMMENTS - Current Meeting:

Mr. Wells asked if there was a local company that bid.

Mr. Abbey stated we have been splitting up the work to all the prequalified companies.

ATTACHMENTS:

- City of Burton_Maple from Fenton to Sandalwood (PDF)

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

THIRD PARTY AGREEMENT

PROFESSIONAL ENGINEERING

LOCAL AGENCY CONTRACT

THIS CONTRACT, made and entered into as of this date, _____, 2020 by and between Orchard, Hiltz & McCliment, Inc., 34000 Plymouth Road, Livonia, MI 48150 hereinafter referred to as the "CONSULTANT," and the City of Burton, 4303 South Center Road, Burton, MI 48519, hereinafter referred to as the "LOCAL AGENCY."

WITNESSETH:

WHEREAS, the LOCAL AGENCY is planning to rehabilitate Maple Avenue from Fenton Road to Sandalwood Street in the City of Burton, using Federal funds from the City of Burton; and

WHEREAS, the LOCAL AGENCY has assigned Peter Wingblad, Superintendent of Engineering and Inspection, to be the designated full-time public employee to be in Responsible Charge in accordance with 23 CFR 172.9 (d).

WHEREAS, the LOCAL AGENCY desires to engage the professional services and assistance of the CONSULTANT to perform the preliminary engineering and other related work, said work to be hereinafter referred to as the "SERVICES," required in connection with the rehabilitation of the following Maple Avenue Rehabilitation Project, said improvements to be hereinafter referred to as the "PROJECT:"

0.80 miles of road rehabilitation project that will include cold milling and resurfacing, joint repairs, pavements repairs, storm sewer upgrades, curb and gutter repairs, pavement marking, and signage upgrades and the existing ADA ramps will be upgraded to meet current standards.

WHEREAS, the LOCAL AGENCY has programmed the PROJECT with the Michigan Department of Transportation, hereinafter referred to as the "MDOT," for the use of Surface Transportation Program Funds administered by the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the "FHWA;" and

WHEREAS, the CONSULTANT is willing to render the SERVICES desired by the LOCAL AGENCY for the considerations hereinafter expressed; and

WHEREAS, the CONSULTANT was selected utilizing a qualifications-based selection (QBS) process, as applicable; and CONSULTANT performance evaluations will be completed, as defined in Exhibit D.

WHEREAS, the terms and conditions of the PRIME CONTRACT between the MDOT and the LOCAL AGENCY for the PROJECT shall be incorporated by reference as part of this SUBCONTRACT to ensure that if any discrepancies occur between the PRIME CONTRACT and SUBCONTRACT, the PRIME CONTRACT shall prevail; and

WHEREAS, the parties hereto have reached an understanding as to the scope of the work and the performance of the SERVICES on the PROJECT and desire to set forth this understanding in the form of a written contract;

NOW THEREFORE, it is hereby agreed by and between the parties here that:

The CONSULTANT will:

1. Perform the SERVICES set forth in Exhibit A, attached hereto and made a part hereof (SERVICES).
2. Perform all SERVICES by the applicable codes, laws, and standards of the LOCAL AGENCY and the MDOT and the FHWA.
3. During the performance of the SERVICES herein provided for, be responsible for any loss or damage to the documents, owned by the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANTS expense.
4. Furnish qualified personnel, as per 23 CFR Part 172, to assist the PROJECT Engineer/Supervisor in solving problems, when so requested.
5. Attend conferences and make such trips as necessary to the LOCAL AGENCY'S offices and to the site of the work to confer with representative of the LOCAL AGENCY and the MDOT or the FHWA as may be necessary in the carrying out of the work under THIS CONTRACT.
6. Provide and maintain public liability, property damage, and workers' compensation insurance, insuring as they may appear the interests of all parties to THIS CONTRACT against any and all claims that may arise of the LOCAL AGENCY'S operation hereunder. In addition, provide professional liability insurance, as further defined in Exhibit B, attached hereto and made a part hereof.
7. Commence work on the PROJECT as set forth in and following execution of THIS CONTRACT only upon receipt of written notice from the PROJECT Engineer/Supervisor.
8. Submit billings to the LOCAL AGENCY as set forth in Section 17.
9. Perform all PROJECT work under the direction of the PROJECT Engineer who will be assigned by the LOCAL AGENCY as provide in Section 14.
10. Provide such reports and maintain such records of the PROJECT as are required to document the work to the satisfaction of the PROJECT Engineer, the LOCAL AGENCY, the MDOT, and the FHWA.
11. Permit the LOCAL AGENCY, the MDOT, the FHWA, and other public agencies interested in the plans and designs for the PROJECT to have full access thereto during the progress of the SERVICES being performed thereon.
12. Have their professional endorsement upon all plans, specifications, estimates, and engineering data furnished to the LOCAL AGENCY.
13. Follow standard accounting practices and permit representatives of the LOCAL AGENCY and MDOT, FHWA, U.S. Department of Transportation's Inspector General, and the Controller General of the United States to audit and inspect its PROJECT books and records at any reasonable time.

- a. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under THIS CONTRACT.
- b. In the event of a dispute with regard to the allowable expenses or any other issue under THIS CONTRACT, the CONSULTANT shall thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- c. In the event of a dispute with regard to the allowable expenses or any other issue under THIS CONTRACT, the CONSULTANT shall thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- d. If any part of the work is subcontracted, the conditions for the responsibilities of the CONSULTANT apply to the CONSULTANT and their SUBCONSULTANTS (or affiliates).

The LOCAL AGENCY shall:

- 14. Assign a PROJECT Engineer/Supervisor in responsible charge of the PROJECT.
- 15. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in THIS CONTRACT, pay the CONSULTANT on the basis of actual costs plus a fixed fee amount, which shall not exceed Eighty Thousand Three Hundred Seventy-One Dollars and Sixty-Seven Cents (\$80,371.67). The fixed fee (profit) shall be the amount of Seven Thousand Seven Hundred Eleven Dollars and Fifty-Four Cents (\$7,711.54), which amount is included in the total amount Eighty Thousand Three Hundred Seventy-One Dollars and Sixty-Seven Cents (\$80,371.67) as shown in Exhibit A, attached hereto and made part hereof.
- 16. Pay for actual costs for SERVICES. Work required and performed will be determined in accordance with the following terms, subject to the cost criteria set forth in the Federal Acquisition Regulations, 48 CFR, Part 31.
 - a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES work. This cost will be based on the employees' actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by employee time records.
 - b. Direct Costs: Actual costs of materials and SERVICES, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals and shall be supported by proper receipts.
 - c. Indirect (Overhead) Costs: The actual overhead incurred by the CONSULTANT during performance of the PROJECT work shall be computed as set forth in 48 CFR, Federal Acquisition Regulations, Part 31. The amount of overhead payment, including payroll overhead, will be calculated as applied rates to direct labor costs. Overhead shall include those costs, which because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. Consultant shall use the overhead rate as certified in Attachment C. If a certified overhead rate has not been established, a provisional overhead rate, which will be applied to direct labor costs for progress payments, is set forth in Exhibit A. Use the provisional overhead rate until the actual overhead rate has been determined.

- i. Non MDOT Pre-Qualified CONSULTANT: It is agreed that the use of the provisional overhead rate set forth in Exhibit A sets neither a minimum nor maximum to the actual overhead costs to be paid the CONSULTANT. Any overpayments or underpayments made to the CONSULTANT for SERVICES performed resulting from usage of the provisional overhead rate, will be corrected in the first billing submitted subsequent to the CONSULTANT'S calculations of an actual overhead rate for the financial year end applicable to the reported direct labor cost. The audit at the completion of THIS CONTRACT or at such time as THIS CONTRACT is terminated, will verify the propriety of reporting overhead.
 - ii. MDOT Pre-Qualified CONSULTANT: When work occasioned at the LOCAL AGENCY'S request is contracted with the CONSULTANT to perform the SERVICES, the actual overhead costs incurred by the CONSULTANT at the MDOT-accepted rate during work, computed as set forth in 48 CFR, Federal Acquisition Regulations, Part 31, The amount of overhead payment, including payroll overhead, will be calculated as applied rates to direct labor costs. Overhead costs will include those costs that, because of their incurrence for common or joint objectives, are not readily subject to treatment as direct costs. The MDOT- accepted overhead rate is not subject to adjustment for overhead costs, but the LOCAL AGENCY and MDOT retains the right to audit the records of the CONSULTANT at any reasonable time.
- d. Facilities Cost of Capital: A pro-rated portion of the actual facilities costs of capital incurred by the CONSULTANT during work is reimbursable only if the estimated facilities cost of capital was specifically identified in the cost proposal, included in the Scope of Services for this work (Exhibit A).
- e. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein.
- f. Fixes Fee (Profit): In addition to the payments for direct and overhead costs as hereinbefore provided, the LOCAL AGENCY agrees to pay the CONSULTANT a fixed amount for profit for the SERVICES performed. It is agreed and understood that such amount constitutes full compensation to the CONSULTANT for profit and will not vary because of any differences between the estimated cost and the actual cost for work performed, except that in the event THIS CONTRACT is terminated, payment of a fixed fee (profit) in respect to the PROJECT shall be in an amount which can be established by the CONSULTANT from its accounts and records and subject to the provisions of Section 30.
- g. SUBCONSULTANT Costs: Actual costs of SUBCONSULTANTS performing SERVICES under THIS CONTRACT. Amounts for fixed fees paid by the CONSULTANT to the SUBCONSULTANT will not be considered an actual cost of the CONSULTANT but will be considered a part of the fixed fee of the CONSULTANT.
- h. Reimbursement for costs incurred is subject to the cost criteria set forth in 48 CFR Part 31, and/or 2 CFR 200Subpart E-Cost Principles as applicable, is incorporated herein by reference as if the same were repeated in full herein.

17. Make payments to the CONSULTANT in accordance with the following procedures:

- a. Progress payments may be made for reimbursement of amounts earned to date and shall include direct costs, other direct costs, calculated amounts for overhead using overhead, and facilities cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee. The portion of the fixed fee which may be included in progress payments shall be equal to the total fixed fee multiplied by the percentage of the work which has been completed to date of billing.
- b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by properly completed reporting forms and such other evidence of progress as maybe required by the LOCAL AGENCY. Partial payments shall be made only once a month.
- c. Final billing under THIS CONTRACT shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billing for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the MDOT and the FHWA.

In the event such audit indicates an overpayment, the CONSULTANT will repay the LOCAL AGENCY within 30 days of the date of the invoice.

It is further agreed that:

18. Upon completion or termination of THIS CONTRACT, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of SERVICE, shall become property of the LOCAL AGENCY.
19. No portion of the PROJECT work, hereto before defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent for the LOCAL AGENCY and approval by MDOT and the FHWA. Consent to sublet, assign or otherwise dispose of any portion of the SERVICES shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of THIS CONTRACT.
20. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the LOCAL AGENCY'S PROJECT Engineer/Supervisor. All questions as to the satisfactory and acceptable fulfillment of the terms of THIS CONTRACT shall be decided by the LOCAL AGENCY.
21. This agreement is to be governed by the laws of the State of Michigan. All disputes between the LOCAL AGENCY and CONSULTANT shall be resolved per the Dispute Resolution in Exhibit C.
22. Any change in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY and approved by the MDOT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to THIS CONTRACT.

23. The CONSULTANT and the LOCAL AGENCY specifically agree that in the event problems arise that may be the result of errors and/or omissions by the CONSULTANT or due to a failure of the CONSULTANT to otherwise perform in accordance with THIS CONTRACT, the CONSULTANT will be held responsible with no cost to the LOCAL AGENCY or in accordance with Dispute Resolution in Exhibit C.
24. In addition, the CONSULTANT shall comply with, and shall require any CONTRACTOR or SUBCONTRACTOR to comply with, the following:
- a. In connection with the performance of the PROJECT under THIS CONTRACT, the CONSULTANT (hereinafter in Appendix "A" referred to as the "CONTRACTOR") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix "A," attached hereto and made a part hereof and will require a similar covenant on the part of any CONTRACTOR or SUBCONTRACTOR employed in the performance of THIS CONTRACT.
 - b. During the performance of THIS CONTRACT, the CONSULTANT, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "CONTRACTOR"), agrees to comply with the Civil Rights Act of 1964, being P.L.88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the DEPARTMENT of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to THIS CONTRACT.
 - c. The parties hereto further agree that they accept the MDOT'S Minority Business Enterprises/Women's Business Enterprises (MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix C, dated October 1,2005, attached hereto and made a part hereof, being an excerpt from Title 42 C.F.R. Part 23, more specifically 23.43(a)(1) and (2) thereof.
25. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT to solicit or secure THIS CONTRACT and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of THIS CONTRACT. For breach or violation of this warranty, the LOCAL AGENCY will have the right to annul THIS CONTRACT without liability or, at its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
26. The CONSULTANT specifically agrees that in the performance of the SERVICES herein enumerated, by itself, by an approved SUBCONTRACTOR, or by anyone acting on its behalf, it will comply with any and all state, federal, and local statutes, ordinances, and regulations and will obtain all permits applicable to the entry into the performance of THIS CONTRACT.

27. No charges or claims for damages shall be made by the CONSULTANT for delays or hindrances from any cause whatsoever during the progress of any portions of the SERVICES specified in THIS CONTRACT, except as hereinafter provided.

In case of a substantial delay on the part of the LOCAL AGENCY in providing to the CONSULTANT either the necessary information or approval to proceed with the work, resulting, through no fault of the CONSULTANT, in delays of such extent as to require the CONSULTANT to perform its work under changed conditions not contemplated by the parties, the LOCAL AGENCY will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data. Authorization of such supplemental compensation shall be by an amendment to THIS CONTRACT subject to prior approval by the MDOT.

When delays are caused by circumstances or conditions beyond the control of the CONSULTANT, as determined by the LOCAL AGENCY, the CONSULTANT may be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties. However, that permitting of the CONSULTANT to proceed to complete the SERVICES, or any part of them, after the date through which the time of completion may have been extended, will in no way operate as a waiver on the part of the LOCAL AGENCY of any of its rights herein set forth.

28. In case the CONSULTANT deems extra compensation will be due it for work or materials not clearly covered in THIS CONTRACT, or not ordered by the LOCAL AGENCY as a change, or due to changed conditions, the CONSULTANT shall notify the LOCAL AGENCY in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any way be construed to establish the validity of the claim. Such extra compensation shall be provided only by amendment to THIS CONTRACT with approval of the MDOT and the FHWA.
29. In addition to the protection afforded by any policy of insurance, the CONSULTANT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, the FHWA, and all officers, agents, and employees thereof:
- a. From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the CONSULTANT in connection with the CONSULTANT'S performance of the SERVICES; and
 - b. From any and all costs or claims for additional compensation or damages, or injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, response and cleanup cost, including attorney fees and related costs, caused by errors and/or omissions attributable to the CONSULTANT'S performance of the SERVICES under THIS CONTRACT unless the CONSULTANT proves that notwithstanding the error or omission, the CONSULTANT met generally accepted standards of care. In addition to excusing consultants from liability for errors or omissions that the CONSULTANT proves occurred despite its compliance with generally accepted standards of care, the CONSULTANT will only be responsible for the percentage of the damages and costs that corresponds to the proportion of

the total damages and costs caused by the errors and/or omissions attributable to the CONSULTANT for which the CONSULTANT is otherwise liable under this subparagraph.

LOCAL AGENCY will not be subject to any obligations or liabilities by CONTRACTORS of the CONSULTANT or their SUBCONTRACTORS or any other person not a party to THIS CONTRACT without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the CONSULTANT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under THIS CONTRACT that results in claims being asserted against or judgments being imposed against the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, and/or the FHWA, as applicable. In the event that the same occurs, it will be considered as a breach of THIS CONTRACT, thereby giving the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, and/or the FHWA, as applicable, a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

30. LOCAL AGENCY may terminate THIS CONTRACT and/or any AUTHORIZATION(S) under THIS CONTRACT for convenience or cause, as set forth below, before the SERVICES are completed. Written notice of termination will be sent to the CONSULTANT. The CONSULTANT will be reimbursed in accordance with the following:

a. Termination for Convenience:

FOR COSTS TO BE REIMBURSED ON AN ACTUAL COST-PLUS FIXED FEE BASIS: The CONSULTANT will be reimbursed for all costs incurred up to the termination date set forth in the notice of termination. Such reimbursement will be as set forth in Sections 16 and 17. The CONSULTANT will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete as determined by LOCAL AGENCY. LOCAL AGENCY will receive the work product produced by the CONSULTANT under THIS CONTRACT up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

b. Termination for Cause:

The LOCAL AGENCY may terminate this CONTRACT whenever the CONSULTANT causes any of the following events to occur: fails to complete any of the SERVICES in a manner satisfactory to LOCAL AGENCY, and/or discloses LOCAL AGENCY'S confidential information, and/or replaces any Key People without prior written approval from LOCAL AGENCY, and/or fails to find an acceptable replacement to the Project Team within thirty (30) days, (or within the extension of time granted by LOCAL AGENCY, if any), and/or makes any public relations communications, (and/or products) that are intended for external audience without prior written approval from the LOCAL AGENCY. Written notice of termination will be sent to the CONSULTANT. The CONSULTANT will be reimbursed as follows:

FOR COSTS TO BE REIMBURSED ON AN ACTUAL COST-PLUS FIXED FEE BASIS: The CONSULTANT will be reimbursed for SERVICES completed up to receipt of the notice of termination. LOCAL AGENCY may pay a proportionate share for a partially completed work

product. The value of such partially completed work product will be determined by LOCAL AGENCY based on actual costs incurred up to the estimated value of the work product received by LOCAL AGENCY, as determined by LOCAL AGENCY. Such actual costs will be as set forth in Section 16.

The CONSULTANT will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete, as determined by LOCAL AGENCY. LOCAL AGENCY will receive the work product produced by the CONSULTANT under THIS CONTRACT up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of the SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

In the event that termination by LOCAL AGENCY is necessitated by any wrongful breach, failure, default, or omission by the CONSULTANT, LOCAL AGENCY will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to the CONSULTANT under THIS CONTRACT, as well as any other existing or future contracts between the CONSULTANT and LOCAL AGENCY, for any and all damages and costs incurred or sustained by LOCAL AGENCY as a result of its termination of THIS CONTRACT due to the wrongful breach, failure, default, or omission by the CONSULTANT.

In the event of termination of THIS CONTRACT, LOCAL AGENCY may procure the professional SERVICES from other sources and hold the CONSULTANT responsible for any damages or excess costs occasioned thereby.

In the event that the CONSULTANT disagrees with LOCAL AGENCY regarding a determination of the completeness or value of SERVICES performed or the amount of reimbursement for which the CONSULTANT is eligible under the provisions of this section, the CONSULTANT may invoke the dispute process defined in Exhibit C.

31. The CONSULTANT'S signature on THIS CONTRACT constitutes the CONSULTANT'S certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549.

The certification included as a part of THIS CONTRACT as Attachment A is Appendix A of 49 CFR Part 29 and applies to the CONSULTANT (referred to in Appendix A as "the prospective primary participant").

The CONSULTANT is responsible for obtaining the same certification from all SUBCONTRACTORS under THIS CONTRACT by inserting the following paragraph in all subcontracts:

"The SUBCONTRACTOR'S signature on THIS CONTRACT constitutes the SUBCONTRACTOR'S certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549. The certification included as a part of THIS CONTRACT as Attachment B is Appendix B of 49 CFR Part 29."

This certification is required of all SUBCONTRACTORS, testing laboratories and other lower tier participants with whom the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in THIS CONTRACT.

32. The CONSULTANT'S signature on THIS CONTRACT constitutes the CONSULTANT'S certification that to the best of his or her knowledge and belief no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any federal 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, or the extension, continuation, removal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

The CONSULTANT will require that the language of this certification be included in the award documents for all third-party agreements (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

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. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

33. The CONSULTANT agrees to pay each SUBCONTRACTOR for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the CONSULTANT receives from the LOCAL AGENCY. This requirement is also applicable to all sub-tier SUBCONTRACTORS and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR Part 26, as amended, and does not confer third-party beneficiary rights or other direct rights to a SUBCONTRACTOR against the LOCAL AGENCY or MDOT. This provision applies to both DBE and non-DBE SUBCONTRACTORS.

The CONSULTANT further agrees that it will comply with 49 CFR Part 26, as amended, and will report any and all DBE SUBCONTRACTOR payments to MDOT semi-annually in the format set forth in Appendix G, dated July 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

34. The CONSULTANT agrees that the costs reported to LOCAL AGENCY for THIS CONTRACT will represent only those items that are properly chargeable in accordance with THIS CONTRACT. The CONSULTANT also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of THIS CONTRACT that apply to the reporting of costs incurred under the terms of THIS CONTRACT.
35. The following exhibits, appendices, and attachments are included as part of THIS CONTRACT:

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duty authorized agents and representative the day and year first above written.

CITY OF BURTON

By: _____
Duane Haskins
TITLE: MAYOR

By: _____
Racheal Boggs
TITLE: CITY CLERK

OHM ADVISORS

By: _____
Lou Fleury, PE
TITLE: Principal



List of Exhibits/Appendixes/Attachments

Exhibit A – Derivation of Cost

Exhibit B – Professional Liability Insurance

Exhibit C – The Dispute Resolution Process

Exhibit D – Consultant Performance Evaluations

Appendix A – Prohibition of Discrimination in State Contracts

Appendix B – TITLE VI Assurance

Appendix C – Assurances that Recipients and Contractors Must Make

Appendix D – Local Consultant Conflict of Interest

Appendix E – Public Relations Communications, and Use of Project Information for External Audiences

Appendix G – Prime Consultant State of DBE Sub-Consultant Payments

Attachment A – Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

Attachment B – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusions-Lower Tier Covered Transactions

Attachment C – Certification of Indirect Rate (MDOT 5108L)

EXHIBIT A
Derivation of Cost

SUMMARY OF TOTAL PROJECT COSTS BY JOB NUMBER

EXHIBIT

K.6.a

All Prime and Subconsultant Costs for ALL JOB NUMBERS (including phases). For amendment or revision, complete this form showing all job number for all services provided. Report Tier 2 Subconsultant costs with Tier 1 Subconsultants. For use with all Priced Proposals. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S):	CONTRACT / AUTHORIZATION NUMBER:
CS - JN 207656	

PRIME CONSULTANT NAME:	DBE Goal:	PROJECT DESCRIPTION:
Orchard, Hiltz & McCliment, Inc.		Maple Avenue from Fenton Road to Sandalwood, City of Burton

Consultant	Firm Role:	Contracted to:	Payment Method:	Job Number 207656	Job Number	Job Number	Job Number	DBE (Y/N)	Total	% c
HOURS				765	-	-	-		765	
Orchard, Hiltz & McCliment, Inc.	P	MDOT	ACFF	734	-	-	-		734	
G2 Consulting Group, LLC	T1		ACFF	31	-	-	-		31	
LABOR				\$ 25,184.54	\$ -	\$ -	\$ -		\$ 25,184.54	
Orchard, Hiltz & McCliment, Inc.	P	MDOT	ACFF	\$ 24,315.84	\$ -	\$ -	\$ -		\$ 24,315.84	
G2 Consulting Group, LLC	T1		ACFF	\$ 868.70	\$ -	\$ -	\$ -		\$ 868.70	
OVERHEAD				\$ 44,920.36	\$ -	\$ -	\$ -		\$ 44,920.36	
Orchard, Hiltz & McCliment, Inc.	P	MDOT	ACFF	\$ 43,080.37	\$ -	\$ -	\$ -		\$ 43,080.37	
G2 Consulting Group, LLC	T1		ACFF	\$ 1,839.99	\$ -	\$ -	\$ -		\$ 1,839.99	
F.C.C.M.				\$ 187.23	\$ -	\$ -	\$ -		\$ 187.23	
Orchard, Hiltz & McCliment, Inc.	P	MDOT	ACFF	\$ 187.23	\$ -	\$ -	\$ -		\$ 187.23	
OTHER DIRECT EXPENSES				\$ 2,368.00	\$ -	\$ -	\$ -		\$ 2,368.00	
G2 Consulting Group, LLC	T1		ACFF	\$ 2,368.00	\$ -	\$ -	\$ -		\$ 2,368.00	
FIXED FEE				\$ 7,711.54	\$ -	\$ -	\$ -		\$ 7,711.54	
Orchard, Hiltz & McCliment, Inc.	P	MDOT	ACFF	\$ 7,413.58	\$ -	\$ -	\$ -		\$ 7,413.58	
G2 Consulting Group, LLC	T1		ACFF	\$ 297.96	\$ -	\$ -	\$ -		\$ 297.96	

TOTAL COSTS SUMMARY

Consultant Totals	Firm Role:	Contracted to:	Payment Method:	Job Number 207656	Job Number	Job Number	Job Number	DBE (Y/N)	Total	% c
Orchard, Hiltz & McCliment, Inc.	P	MDOT	ACFF	\$ 74,997.02	\$ -	\$ -	\$ -	N	\$ 74,997.02	93.3
G2 Consulting Group, LLC	T1		ACFF	\$ 5,374.65	\$ -	\$ -	\$ -		\$ 5,374.65	6.7

Firm Role Key: P = Prime Firm, T1 = Tier 1 Sub, T2 = Tier 2 Sub

TOTAL COSTS				\$ 80,371.67	\$ -	\$ -	\$ -		\$ 80,371.67	100.0
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Attachment: City of Burton_Maple from Fenton to Sandalwood (4905 : Third Party Agreement with OHM For PE For Maple Ave, Fenton Road to

DERIVATION OF PRIME CONSULTANT COSTS

Exhibit

K.6.a

Summary of all Prime Costs for ALL JOB NUMBERS (including phases) for all services provided. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS - JN 207656	CONTRACT / AUTHORIZATION #: 	FIRM ROLE: Prime Firm
PRIME CONSULTANT NAME: Orchard, Hiltz & McCliment, Inc.	PROJECT DESCRIPTION: Maple Avenue from Fenton Road to Sandalwood, City of Burton	

PRIME LABOR:

CLASSIFICATION	HOURS	x		RATE/HR	=		LABOR COST
Associate	16	x	\$	52.32	=	\$	837.12
Prof Eng/Arch IV	24	x	\$	54.68	=	\$	1,312.32
Prof Eng/Arch III	110	x	\$	46.29	=	\$	5,091.90
Prof Eng/Arch I	240	x	\$	32.72	=	\$	7,852.80
Technician IV	16	x	\$	39.18	=	\$	626.88
Technician II	220	x	\$	25.01	=	\$	5,502.20
Prof Surveyor III	8	x	\$	46.39	=	\$	371.12
Surveyor III	50	x	\$	30.13	=	\$	1,506.50
Surveyor II	50	x	\$	24.30	=	\$	1,215.00
Total Hours:				734		Total Labor	\$ 24,315.84

PRIME OVERHEAD: (Total Labor x Overhead Rate)

Overhead Rate: 177.17% Total Overhead **\$ 43,080.37**

PRIME FACILITIES CAPITAL COST OF MONEY (F.C.C.M.): (Total Labor x F.C.C.M. Rate)

F.C.C.M. Rate: 0.77% Total F.C.C.M. **\$ 187.23**

PRIME FIXED FEE FOR PROFIT: ((Total Labor + Total Overhead) x 11%)

Fixed Fee Rate: 11% Total Fixed Fee **\$ 7,413.58**TOTAL PRIME FIRM COSTS **\$ 74,997.02**

Firm Role: Prime Firm

Note: Payment Method = ACFF

Attachment: City of Burton_Maple from Fenton to Sandalwood (4905 : Third Party Agreement with OHM For PE For Maple Ave, Fenton Road to

DERIVATION OF CONSULTANT COSTS																																																																																										
LCRC	PROJECT DESCRIPTION: Geotechnical Engineering Services W. Maple Avenue: Fenton Road to Sandalwood Drive City of Burton, Genesee County, MI																																																																																									
CONSULTANT NAME: G2 CONSULTING GROUP, LLC																																																																																										
SUMMARY OF ALL PRIME DIRECT LABOR: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Classification</u></th> <th style="text-align: center;"><u>Person Hours</u></th> <th style="text-align: center;">x</th> <th style="text-align: center;"><u>Hourly Rate</u></th> <th style="text-align: center;">=</th> <th style="text-align: center;"><u>Labor Costs</u></th> </tr> </thead> <tbody> <tr> <td>QA/QC</td> <td style="text-align: center;">1</td> <td></td> <td style="text-align: right;">\$ 72.00</td> <td></td> <td style="text-align: right;">\$ 72.00</td> </tr> <tr> <td>PROJECT MANAGER</td> <td style="text-align: center;">1</td> <td></td> <td style="text-align: right;">\$ 57.70</td> <td></td> <td style="text-align: right;">\$ 57.70</td> </tr> <tr> <td>PROJECT ENGINEER</td> <td style="text-align: center;">5</td> <td></td> <td style="text-align: right;">\$ 30.00</td> <td></td> <td style="text-align: right;">\$ 150.00</td> </tr> <tr> <td>STAFF/FIELD ENGINEER</td> <td style="text-align: center;">10</td> <td></td> <td style="text-align: right;">\$ 28.00</td> <td></td> <td style="text-align: right;">\$ 280.00</td> </tr> <tr> <td>FIELD/LAB TECHNICIAN</td> <td style="text-align: center;">3</td> <td></td> <td style="text-align: right;">\$ 24.00</td> <td></td> <td style="text-align: right;">\$ 72.00</td> </tr> <tr> <td>FLAGGER</td> <td style="text-align: center;">10</td> <td></td> <td style="text-align: right;">\$ 22.00</td> <td></td> <td style="text-align: right;">\$ 220.00</td> </tr> <tr> <td>ADMINISTRATIVE ASSISTANT</td> <td style="text-align: center;">1</td> <td></td> <td style="text-align: right;">\$ 17.00</td> <td></td> <td style="text-align: right;">\$ 17.00</td> </tr> <tr> <td style="text-align: right;">TOTAL HOURS</td> <td style="text-align: center; border-top: 1px solid black;">31</td> <td></td> <td></td> <td style="text-align: right;">TOTAL LABOR</td> <td style="text-align: right; border-top: 1px solid black;">\$ 868.70</td> </tr> </tbody> </table>						<u>Classification</u>	<u>Person Hours</u>	x	<u>Hourly Rate</u>	=	<u>Labor Costs</u>	QA/QC	1		\$ 72.00		\$ 72.00	PROJECT MANAGER	1		\$ 57.70		\$ 57.70	PROJECT ENGINEER	5		\$ 30.00		\$ 150.00	STAFF/FIELD ENGINEER	10		\$ 28.00		\$ 280.00	FIELD/LAB TECHNICIAN	3		\$ 24.00		\$ 72.00	FLAGGER	10		\$ 22.00		\$ 220.00	ADMINISTRATIVE ASSISTANT	1		\$ 17.00		\$ 17.00	TOTAL HOURS	31			TOTAL LABOR	\$ 868.70																															
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EXHIBIT B**PROFESSIONAL LIABILITY INSURANCE June 27,
1996**

The CONSULTANT specifically agrees to maintain professional liability insurance for protection from claims arising out of the performance of SERVICES under THIS CONTRACT.

This insurance will be maintained in an amount not less than One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such insurance will be in effect for the life of THIS CONTRACT and for the period through the construction and DEPARTMENT acceptance of such construction, resulting from the SERVICES provided by THIS CONTRACT, whichever is later.

As evidence of said coverage, the CONSULTANT will submit to the DEPARTMENT certificates of insurance. All required insurance will be in effect and all documents required by this section will be submitted to the DEPARTMENT prior to the commencement of the SERVICES. All such approvals will include a provision for a cancellation notice of not less than thirty (30) days, directed to the DEPARTMENT. The CONSULTANT specifically agrees to immediately provide written notification of any change to its professional liability insurance coverage.

EXHIBIT C

THE DISPUTE RESOLUTION PROCESS November, 2015

BACKGROUND

During the design and construction phases of projects, there are quality assurance and quality assessment procedures required of CONSULTANTS and the LOCAL AGENCY that are intended to minimize the occurrence of errors and/or omissions. Even so, there are often valid changes required during construction in order to complete the project. These changes may or may not be the result of the Design or Construction Engineering Consultant's errors or omissions.

Some of the changes may be due to errors and/or omissions in the Design Plans or Construction Engineering Services resulting in cost increases to the project or degradation of quality of the road project. When changes to a project result in errors or omissions and cause additional costs or reduction in quality, an assessment must be made to determine the extent of the Design and/or Construction Engineering consultant's responsibility for the errors and/or omissions, including the CONSULTANT'S share of the additional costs.

LOCAL AGENCY personnel must keep in mind that Design Plans and Construction Engineering Services will normally contain minor deficiencies that do not materially (*an issue is considered material when the perceived cost of the error and/or omission is greater than the administrative cost of the dispute resolution process*) affect the cost or quality of the project. The steps to assign responsibility are intended to be used in those cases where LOCAL AGENCY personnel have reason to believe that, in their professional judgment, a Design and/or Construction Engineering CONSULTANT did not adhere to recognized professional standards of care in the performance of its duties, resulting in substantial additional costs to the LOCAL AGENCY.

It is also important to understand that the cost of correcting an error and/or omission should be compared to the estimated first-time cost that would have been incurred had the services or contract documents been correct to begin with. For example, the omission of a pay item that has to be added during construction will cause an increase in the construction cost, but the cost would have been higher had the pay item been included from the beginning. In this case, the cost of the omission depends on how much more it costs to include the item during construction than it would have cost had the item been included when the project was bid. This is known as premium cost. Premium costs are the additional cost of a contract that would not have been incurred if the work had been included in the original contract. More specifically, premium costs are dollar amounts paid for non-value-added work. Delays, inefficiencies, rework, or extra work as shown below, other than those caused by the CONTRACTOR or his or her SUBCONTRACTORS or suppliers, will be considered as non-value-added work. Non-value-added work can occur in three distinct situations.

- ▢ Work delays or inefficiencies. The premium costs are the total delay/ inefficiencies damages paid to the CONTRACTOR.
- ▢ Rework. The premium costs are the dollar amounts paid for the original items of work that have to be removed plus the costs to remove these items.
- ▢ Extra work. The premium costs are the net difference between the final, agreed-upon price paid to the CONTRACTOR and the Engineer's Estimate i.e., what the cost would have been had the extra work been included in the original bid at letting.

Premium costs associated with Errors and Omissions shall be Federal-aid Non-Participating.

Another example is improper or missing testing documentation. In this case, the cost of the omission depends on whether or not the Federal Aid or State participation will remain as the quality of the construction may not be able to be determined and was affected by the missing or improper acceptance documentation to support payment.

THE PROCESS – OVERVIEW

PROJECTS will be built as designed and let. Furthermore, field staff will not revise the design for purposes of enhancement or personal choice. In the event the PROJECT cannot be practically built or let as designed, due to omissions or errors, then the steps of this procedure will govern.

There are three (3) possible categories of potential errors, omissions, or questions of a material nature.

Category 1 – Design Issues The first category is when potential errors, omissions, or questions of a material nature are related to the Design Plans only. These events will be referred to as “Design Issues” until such time as the cause, effect, and responsibility have been determined. *[Any issue is material when the cost of the error and/or omission is perceived to be greater than the administrative cost of the dispute resolution process.]*

Category 2 – Design/Construction Engineering Issues The second category is when it cannot be determined whether the potential errors, omissions, or questions of a material nature are encountered in the Construction Engineering Services or in the Design Plans. These events will be referred to as “Construction Engineering/Design Issues” until such time as the cause, effect, and responsibility have been determined.

Category 3 – Construction Engineering Issues The third category is when the potential errors, omissions, or questions of a material nature are encountered in Construction Engineering Services and not related to the Design Plans. These events will be referred to as “Construction Engineering Issues” until such time as the cause, effect, and responsibility have been determined.

In the event that the **MDOT TSC Construction Engineer** decides that the Design and/or Construction Engineering Issue is not material, the Local Agency Project Supervisor will proceed unilaterally. A copy of the Design Issue decision, changes, and/or other relevant documents must be sent immediately to the **LOCAL AGENCY**, and the Construction Engineering CONSULTANT, if applicable. Typically, this will be a e-mail of the work order. The LOCAL AGENCY will forward these decisions, changes, and/or other documents to the Design Consultant. This step is important for two reasons. First, the Design CONSULTANT, and/or the **LOCAL AGENCY** will have an opportunity to review the change and take action if they disagree. Second, this will give an opportunity for everyone to learn of the deficiencies in order to improve the product in the future.

In the event that the **MDOT TSC Construction Engineer** is uncertain regarding the designer’s intent, he/she must contact the **LOCAL AGENCY** to determine the intent. The **LOCAL AGENCY** will contact the CONSULTANT staff when appropriate.

The process will initially focus on solving the problem with the objective of minimizing the impact on construction. After that, the process will focus on responsibility according to the multi-step procedure that follows. The step of determining responsibility must be taken any time the Design and/or Construction

Engineering CONSULTANT is brought into the process and incurs costs. These steps must also be taken any time errors and/or omissions in consultant prepared Design Plans or Construction Engineering Services result in increased cost during construction or decrease in the quality of the project.

The determination of the degree of responsibility for substandard work must include a review of the CONSULTANT'S scope of work, the standards in effect when the work was done, design information provided to the CONSULTANT, and directions provided by the LOCAL AGENCY. In making this determination, the LOCAL AGENCY must discuss the error and/or omission with the CONSULTANT and any involved LOCAL AGENCY personnel to obtain all information and points of view. The LOCAL AGENCY is to make a record of conversations and other documentation that support whatever determination is made and then place copies of those records in the project files. Separate budgets will be created for payment to Design and Construction Engineering CONSULTANTS for their correction of Design or Construction Engineering Issues that are judged not to be their responsibility and for changes by the LOCAL AGENCY for their activities during this process.

PROCESS – DISPUTE RESOLUTION

For levels one and two of these proceedings, the first focus should be on resolving the Design or Construction Engineering Issue in order to minimize the impact on construction. The LOCAL AGENCY and the consultant will attempt to jointly determine the solution. In the event that such agreement cannot be reached, the LOCAL AGENCY alone will decide on the appropriate solution. In the event that the Design and/or Construction Engineering CONSULTANT does not agree with any of these decisions, it may appeal its financial responsibility to the next level. After the Design or Construction Engineering Issue is resolved, the focus shifts to responsibility and financial implications. All decisions must be completely agreed upon by the representatives of the LOCAL AGENCY.

Level 1 – Omissions and Errors Identification and Correction

Step A – Notify the Design or Construction Engineering CONSULTANT of the first notice of the issue in either design or construction.

Step B – The LOCAL AGENCY and CONSULTANT personnel will collaborate on the safest, cost efficient solution to construct the project within the character of the scope of work. If consensus cannot be reached the LOCAL AGENCY is then charged with determining the appropriate resolution to the issue to get the project back under design or construction. This issue resolution should be discussed with the MDOT TSC Construction Engineer with regards to appropriateness and potential project financial participation implications prior to any final decisions being made.

Step C – Issue Work Order/Contract Modification that resolves issue so that design or construction work may continue. Processes for contract modifications will follow those set forth in the MDOT Construction Manual or other guidance documents pertaining to revisions to the contract.

Level 2 – Cost Responsibility Determination

Step A – Mutually determine, between the LOCAL AGENCY and the CONSULTANT, if the issue was caused by a plan error or omission.

If it is determined that a plan error created the issue, the financial responsibility for the correction and associated design and construction costs will be borne 100% by the CONSULTANT.

If it is determined that an omission created the issue, only the premium cost above what the LOCAL AGENCY would have expected to pay, if the work was included in the original bid construction documents, will be borne by the CONSULTANT.

Step B – If the CONSULTANT disagrees with the determination in Step 2 A, then the disputed items are sent to the mutually agreed upon review PANEL for a recommendation of cost responsibility. The LOCAL AGENCY will facilitate the development of the members of the review PANEL.

The LOCAL AGENCY and the CONSULTANT will each select a member of their choosing, the two selected members will then mutually agree to select one more member. The review PANEL will be made up of three members. The LOCAL AGENCY will then notify a PANEL of impartial and non-interested individuals to mediate a resolution to the issue. The cost for the PANEL members should be shared between the LOCAL AGENCY and the CONSULTANT. Example participants could be members ACEC, CRA, MML, etc. The PANEL will guide the LOCAL AGENCY and the CONSULTANT toward an agreement. The staff from MDOT may also be present as observers. At such time as the PANEL determines that the LOCAL AGENCY and the CONSULTANT are not making reasonable progress toward resolving one or more issues, the PANEL will render a non-binding written decision of those issues. In the event the non-binding written decision is not acceptable to either party, then other legal remedies may be sought.

Level 3 – Cost Recovery or Payment

Upon the conclusion of the level 2 process, the LOCAL AGENCY will do one of the following in accordance with the results of this process:

Cost Recovery The LOCAL AGENCY will prepare a billing to the Design or Construction Engineering Consultant for its share of the costs incurred for work performed during this process plus its share of any increased costs of construction, in accordance with the Design Consultant's determined share of responsibility; or

Payment The LOCAL AGENCY will prepare a payment to the Design or Construction Engineering Consultant for a share of its costs incurred for work performed during this process in accordance with its determined share of responsibility.

Upon the conclusion of this process, the LOCAL AGENCY will do one of the following in accordance with the results of this process:

- a. The LOCAL AGENCY will prepare a billing to the Design or Construction Engineering Consultant for its share of the costs incurred for work performed during this process plus its share of any increased costs of construction, in accordance with the Design Consultant's determined share of responsibility; or
- b. The LOCAL AGENCY will prepare a payment to the Design or Construction Engineering Consultant for a share of its costs incurred for work performed during this process in accordance with its determined share of responsibility.

EXHIBIT D
CONSULTANT PERFORMANCE EVALUATIONS

May 20, 2015

The purpose of the Consultant Performance Evaluation process is to: provide CONSULTANTS documented feedback of their performance on local federal-aid projects; promote project management/consultant communication; identify and document areas of potential improvements of CONSULTANT performance, improve the overall quality of local projects, and to obtain ratings for use in future project selections.

The performance evaluation process is required for all types of CONSULTANT services utilizing federal-aid. An evaluation must be prepared for the prime vendor, as well as separate evaluations for each sub-vendor. Evaluations of both prime and SUB-CONSULTANTS are critical because their evaluation scores affect future selection scoring and ranking. The performance evaluation should include, but not be limited to, an assessment of timely completion of work, adherence to contract scope and budget, and the quality of the work conducted.

The LOCAL AGENCY specifically agrees to complete and maintain CONSULTANT performance evaluations at the end of THIS CONTRACT and submit them to MDOT before the final reimbursement will be processed in LARS.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under THIS CONTRACT; the CONTRACTOR agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the CONTRACTOR shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of THIS CONTRACT. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the CONTRACTOR shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of THIS CONTRACT.
2. The CONTRACTOR hereby agrees that any and all subcontracts to THIS CONTRACT, whereby a portion of the work set forth in THIS CONTRACT is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The CONTRACTOR will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The CONTRACTOR or its collective bargaining representative shall send to each labor union or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the CONTRACTOR'S commitments under this Appendix.
6. The CONTRACTOR shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The CONTRACTOR shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each SUBCONTRACTOR, as well as the CONTRACTOR itself, and said CONTRACTOR shall permit access to the CONTRACTOR'S books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under THIS CONTRACT and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a CONTRACTOR has not complied with the contractual obligations under THIS CONTRACT, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the Contract found to have been violated and/or declare the CONTRACTOR ineligible for future contracts with the state and its political and civil subdivisions, DEPARTMENTS, and officers, including the governing boards of institutions of higher education, until the CONTRACTOR complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the CONTRACTOR is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The CONTRACTOR shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each SUBCONTRACTOR or supplier.

Revised June 2011

APPENDIX B TITLE VI

ASSURANCE

During the performance of THIS CONTRACT, the CONTRACTOR, for itself, its assignees, and its successors in interest (hereinafter referred to as the "CONTRACTOR"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the CONTRACTOR shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of THIS CONTRACT.
2. **Nondiscrimination:** The CONTRACTOR, with regard to the work performed under THE CONTRACT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of SUBCONTRACTORS, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the CONTRACTOR covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the CONTRACTOR, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential SUBCONTRACTOR or supplier of the CONTRACTOR'S obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the DEPARTMENT or the United States DEPARTMENT of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the required information, the CONTRACTOR shall certify to the DEPARTMENT or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of THIS CONTRACT, the DEPARTMENT shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the CONTRACTOR until the CONTRACTOR complies; and/or b.
 - b. Canceling, terminating, or suspending THE CONTRACT, in whole or in part.

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

Revised June 2011

APPENDIX C

Assurances that Recipients and CONTRACTORs Must Make

(Excerpts from US DOT Regulation 49 CFR § 26.13)

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

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

2. Each contract MDOT signs with a CONTRACTOR (and each subcontract the prime CONTRACTOR signs with a SUBCONTRACTOR) must include the following assurance:

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

(Revised October 1, 2005)

APPENDIX D

LOCAL CONSULTANT CONFLICT OF INTEREST

The CONSULTANT and its Affiliates agree not to have any public or private interest, and shall not acquire directly or indirectly any such interest in connection with the project, that would conflict or appear to conflict in any manner with the performance of SERVICES under THIS CONTRACT. "Affiliate" means a corporate entity linked to the CONSULTANT through common ownership. The CONSULTANT and its Affiliates agree not to provide any services to a construction CONTRACTOR or any entity that may have an adversarial interest in a project for which it has provided services to the MDOT OR LOCAL AGENCY. The CONSULTANT and its Affiliates agree to disclose to the LOCAL AGENCY and the MDOT all other interests that the prime or SUBCONSULTANT have or contemplate having during each phase of the project. The phases of the PROJECT include, but are not limited to, planning, scoping, early preliminary engineering, design engineering, real estate acquisition, and construction engineering. In all situations, the MDOT will decide if a conflict of interest exists. If the MDOT concludes that a conflict of interest exists, it will inform the LOCAL AGENCY and CONSULTANT and its Affiliates. If the CONSULTANT and its Affiliates choose to retain the interest constituting the conflict, the MDOT may require the LOCAL AGENCY to terminate the Contract for cause if a conflict of interest finding is upheld.

Appendix E

Public Relations Communications and Use of Project Information for External Audiences

Any public relations communications and/or products pertaining to this CONTRACT or the SERVICES hereunder that are intended for an external audience will not be made without prior written approval from LOCAL AGENCY, and then only in accordance with explicit instructions from LOCAL AGENCY. Examples of public relations communications and/or products may include the following:

Use of the LOCAL AGENCY logo;

Brochures, flyers, invitations, programs, or any other printed materials intended for external audiences;

Posting on social media sites or web sites;

New or updated video, digital versatile disk (DVD), or video sharing productions;

Exhibits or presentations.

A violation of this provision will be considered a breach of this CONTRACT, and LOCAL AGENCY may terminate this CONTRACT under provisions of Section 30(b).

Appendix G
Prime Consultant State of DBE Sub-Consultant Payments

ATTACHMENT A

(This is a reproduction of Appendix A of 49 CFR Part 29) **Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the DEPARTMENT or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the DEPARTMENT or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DEPARTMENT or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DEPARTMENT or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the DEPARTMENT or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal DEPARTMENT or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[60 FR 33042, 33064, June 26, 1995]

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29] **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification

is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-

- Lower

Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal DEPARTMENT or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.] March 9, 1989

ATTACHMENT C

Certification of Indirect Rate (MDOT 5108L)

Michigan Department
Of Transportation
5108L (01/11)

CERTIFICATION OF INDIRECT (OVERHEAD) RATE

This Certification is required according to U.S. Department of Transportation, Federal Highway Administration (FHWA) Order 4470.1A, dated October 27, 2010. FHWA has issued this new policy to be effective January 1, 2011. This policy requires consultants to certify that costs used to establish indirect (overhead) cost rates applicable to Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable, and that the indirect (overhead) rate was established based only on allowable costs.

This certification is to provide assurance that the indirect (overhead) cost rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.

This form shall be completed and submitted by the prime consultant, for the prime contract as well as for each subcontract (first and second tier subcontract(s)) proposed to be included as part of this priced proposal, where an indirect (overhead) rate is proposed. Please note that the Certifying Official is defined as the firm's Executive (Vice President, President or equivalent) or Chief Financial Officer.

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBERS(S): JN 207656	CONTRACT / AUTHORIZATION NUMBER:
LOCAL AGENCY: City of Burton	
PROJECT DESCRIPTION: Maple Avenue from Fenton Road to Sandalwood, City of Burton	

DECLARATION OF CERTIFICATION

INDIRECT (OVERHEAD) COST RATE:	177.17%
DATE OF INDIRECT (OVERHEAD) COST RATE DETERMINATION (mm/dd/yyyy):	07/23/2020
FISCAL PERIOD COVERED (mm/dd/yyyy to mm/dd/yyyy):	08/01/2020 to 07/31/2021

I, the undersigned, certify that I have reviewed the indirect (overhead) rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:

- 1) All costs included to establish the above rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulation (CFR), part 31.
- 2) This indirect (overhead) cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect (overhead) cost rates have been disclosed.

CONSULTANT INFORMATION

ROLE ☒ Prime ☐ Tier 1 Sub ☐ Tier 2 Sub			
LEGAL BUSINESS NAME: Orchard, Hiltz & McCliment, Inc.		FEDERAL ID NUMBER (Must match prequalification file): 38-1691323	
COMPANY ADDRESS: 34000 Plymouth Road	CITY: Livonia	STATE: MI	ZIP CODE: 48150
EMAIL ADDRESS: pat.wingate@ohm-advisors.com	PHONE NO.: (734) 522-6711		

CERTIFYING OFFICIAL

NAME OF CERTIFYING OFFICIAL (Print Name and Title): Patrick G. Wingate, PE - Vice President	SIGNATURE OF CERTIFYING OFFICIAL: Patrick G. Wingate, PE Sep 30 2020 11:35 AM
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Attachment: City of Burton_Maple from Fenton to Sandalwood (4905 : Third Party Agreement with OHM For PE For Maple Ave, Fenton Road to

Michigan Department
Of Transportation
5108L (01/11)

CERTIFICATION OF INDIRECT (OVERHEAD) RATE

This Certification is required according to U.S. Department of Transportation, Federal Highway Administration (FHWA) Order 4470.1A, dated October 27, 2010. FHWA has issued this new policy to be effective January 1, 2011. This policy requires consultants to certify that costs used to establish indirect (overhead) cost rates applicable to Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable, and that the indirect (overhead) rate was established based only on allowable costs.

This certification is to provide assurance that the indirect (overhead) cost rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.

This form shall be completed and submitted by the prime consultant, for the prime contract as well as for each subcontract (first and second tier subconsultant(s)) proposed to be included as part of this priced proposal, where an indirect (overhead) rate is proposed. Please note that the Certifying Official is defined as the firm's Executive (Vice President, President or equivalent) or Chief Financial Officer.

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBERS(S): JN 207656	CONTRACT / AUTHORIZATION NUMBER:
LOCAL AGENCY: City of Burton	
PROJECT DESCRIPTION: Rehabilitate W. Maple Avenue from Fenton Road to Sandalwood Drive in the City of Burton	

DECLARATION OF CERTIFICATION

INDIRECT (OVERHEAD) COST RATE:	211.81%
DATE OF INDIRECT (OVERHEAD) COST RATE DETERMINATION (mm/dd/yyyy):	07/21/2020
FISCAL PERIOD COVERED (mm/dd/yyyy to mm/dd/yyyy):	08/01/2020 to 07/31/2021

I, the undersigned, certify that I have reviewed the indirect (overhead) rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:

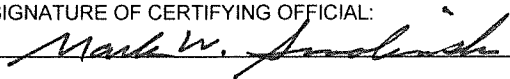
- 1) All costs included to establish the above rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulation (CFR), part 31.
- 2) This indirect (overhead) cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect (overhead) cost rates have been disclosed.

CONSULTANT INFORMATION

ROLE ☐ Prime ☒ Tier 1 Sub ☐ Tier 2 Sub			
LEGAL BUSINESS NAME: G2 Consulting Group LLC		FEDERAL ID NUMBER (Must match prequalification file): 38-3190422	
COMPANY ADDRESS: 1866 Woodslee	CITY: Troy	STATE: MI	ZIP CODE: 48083
EMAIL ADDRESS: msmolinski@g2consultinggroup.com	PHONE NO.: 248-680-0400		

CERTIFYING OFFICIAL

NAME OF CERTIFYING OFFICIAL (Print Name and Title): Mark W. Smolinski Principal	SIGNATURE OF CERTIFYING OFFICIAL: 
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ADOPTED

AGENDA ITEM (ID # 4902)

DOC ID: 4902

Approve and authorize the following 2020-2021 budget amendment in the General Fund: Increase 1001-0000-581.0000 CTCL Grant Revenue by \$18,900; Increase 1001-1091-757.1000 Supplies/Services CTCL Grant by \$18,900.

ATTACHMENTS:

- BA 4902 (PDF)

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

INTEROFFICE MEMORANDUM

To: Mayor Duane Haskins
From: Controller Karen Moffitt
Date: October 14, 2020

Re: Memo of Explanation for
City Council Meeting of 10/19/2020

Mayor Haskins:

I am requesting that Council approve a budget amendment within the General Fund Budget as follows: Increase 1001-0000-581.0000 CTCL Grant Revenue by \$18,900; Increase 1001-1091-757.1000 Supplies/Services CTCL Grant by \$18,900.

This budget amendment amends the 2020-21 budget to reflect the revenue to be received and expenditures to be incurred for the Center for Tech and Civic Life (CTCL) Grant. These funds will be used to purchase PPE, election supplies and equipment, and election staff services for operationalizing safe and secure election administration.

Attachment: BA 4902 (4902 : Budget Amendment (Budget #))

PERIOD ENDING 09/30/2020

% Fiscal Year Completed: 25.21

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

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDC
		AMENDED BUDGET	09/30/2020 NORMAL (ABNORMAL)	MONTH 09/30/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 1001 - GENERAL FUND						
Revenues						
Dept 0000						
1001-0000-403.0000	CURRENT REAL/PERSONAL TAXES	2,522,700.00	2,283,536.84	1,727,865.44	239,163.16	90.52
1001-0000-404.0000	TAX CHARGEBACKS	(75,000.00)	0.00	0.00	(75,000.00)	0.00
1001-0000-407.0000	DELINQUENT PERSONAL TAXES	600.00	0.00	0.00	600.00	0.00
1001-0000-446.0000	INTEREST & PENALTIES ON TAXES	130,000.00	66.81	66.81	129,933.19	0.05
1001-0000-450.0000	ALL PERMITS & LICENSE FEES	10,000.00	2,063.00	450.00	7,937.00	20.63
1001-0000-453.0000	FRANCHISE FEES	400,000.00	0.00	0.00	400,000.00	0.00
1001-0000-454.0000	LEASE FEES	44,500.00	7,416.82	3,708.41	37,083.18	16.67
1001-0000-501.0000	FEDERAL VOTER EQUIPMENT GRANT	0.00	0.00	0.00	0.00	0.00
1001-0000-501.0010	FEDERAL DHS FIRE ACT GRANT	0.00	0.00	0.00	0.00	0.00
1001-0000-528.0000	FEDERAL CARES ACT GRANT	0.00	0.00	0.00	0.00	0.00
1001-0000-539.0002	GRANT REVENUE (STATE) - DNR GRANT	0.00	0.00	0.00	0.00	0.00
1001-0000-539.0005	HAVA GRANT REVENUE	0.00	0.00	0.00	0.00	0.00
1001-0000-539.0010	STATE OF MICHIGAN EMERGENCY FLINT H2O	0.00	0.00	0.00	0.00	0.00
1001-0000-573.0000	LOC COMM STABILIZ SHR APPROPR (STATE)	63,400.00	0.00	0.00	63,400.00	0.00
1001-0000-574.0000	STATE SHARED REVENUES	2,646,700.00	379,151.00	379,151.00	2,267,549.00	14.33
1001-0000-574.0665	FED./STATE PASS THROUGH FUNDS	0.00	0.00	0.00	0.00	0.00
1001-0000-576.0000	LIQUOR FEES	19,000.00	18,437.65	0.00	562.35	97.04
1001-0000-581.0000	CTCL GRANT REVENUE	0.00	0.00	0.00	0.00	0.00
1001-0000-608.0000	BOARD OF APPEALS	8,000.00	1,800.00	450.00	6,200.00	22.50
1001-0000-618.0000	ADMINISTRATION FEES	307,000.00	217,505.24	161,614.63	89,494.76	70.85
1001-0000-619.0000	COLLECTION FEES-DOG LICENSE	0.00	0.00	0.00	0.00	0.00
1001-0000-622.0000	ZONING FEES	11,000.00	4,505.00	1,245.00	6,495.00	40.95
1001-0000-627.0000	COPY FEES	1,900.00	528.36	79.50	1,371.64	27.81
1001-0000-633.0000	SITE PLAN REVIEW - PLANNING/ZONING	0.00	0.00	0.00	0.00	0.00
1001-0000-640.0000	PROPERTY TRANSFER AFFIDAVIT REVENUE	0.00	0.00	0.00	0.00	0.00
1001-0000-645.0000	SALE OF EQUIPMENT/LAND	0.00	0.00	0.00	0.00	0.00
1001-0000-666.0000	INTEREST INCOME	26,000.00	29,662.78	0.00	(3,662.78)	114.09
1001-0000-669.0000	INVESTMENT GAINS AND LOSSES	0.00	152,024.76	0.00	(152,024.76)	100.00
1001-0000-673.0000	GAIN (LOSS) ON SALE OF ASSETS	5,800.00	4,700.00	4,700.00	1,100.00	81.03
1001-0000-674.0000	PARKS AND REC DONATIONS	3,000.00	100.00	0.00	2,900.00	3.33
1001-0000-674.0001	TREE LIGHTING DONATIONS	1,700.00	0.00	0.00	1,700.00	0.00
1001-0000-675.0000	REFUNDS & REBATES	14,000.00	0.00	0.00	14,000.00	0.00
1001-0000-678.0000	REIMBURSEMENT INCOME	20,000.00	100.00	0.00	19,900.00	0.50
1001-0000-690.2000	VETERAN'S HONOR RACE REVENUE	0.00	0.00	0.00	0.00	0.00
1001-0000-690.2001	BURTON MEMORIAL DAY RACE	0.00	0.00	0.00	0.00	0.00
1001-0000-690.2002	THREE ON THREE BASKETBALL REVENUE	0.00	0.00	0.00	0.00	0.00
1001-0000-690.2003	BURTON MEMORIAL DAY CAR SHOW REVENUE	0.00	0.00	0.00	0.00	0.00
1001-0000-690.2004	MOVIES REVENUE (P&R)	0.00	0.00	0.00	0.00	0.00
1001-0000-690.2005	PATRIOT DAY HERO RACE PROCEEDS	0.00	0.00	0.00	0.00	0.00
1001-0000-691.0000	TRANSFERS IN - RESIDUAL	0.00	0.00	0.00	0.00	0.00
1001-0000-691.0651	COMMUNITY DEVELOPMENT BLOCK GRANT REV	0.00	0.00	0.00	0.00	0.00
1001-0000-691.0653	MEMORIAL DAY PARADE DONATIONS	1,000.00	0.00	0.00	1,000.00	0.00
1001-0000-691.2026	TRANSFER FROM RUBBISH FUND	0.00	0.00	0.00	0.00	0.00
1001-0000-691.2049	TRANSFER FROM BUILDING DEPARTMENT	267,600.00	0.00	0.00	267,600.00	0.00
1001-0000-691.3001	TRANSFERS IN SWR DEBT RETIREMENT	0.00	0.00	0.00	0.00	0.00
1001-0000-691.4001	TRANSFER FROM CAPITAL IMPROV.	0.00	0.00	0.00	0.00	0.00
1001-0000-691.5013	TRANSFER FROM DDA	2,000.00	0.00	0.00	2,000.00	0.00
1001-0000-694.0000	OTHER REVENUES	10,000.00	235.15	50.00	9,764.85	2.35
1001-0000-699.0000	CONTINGENCY	0.00	0.00	0.00	0.00	0.00
Total Dept 0000		6,440,900.00	3,101,833.41	2,279,380.79	3,339,066.59	48.16

+18,900

Attachment: BA 4902 : Budget Amendment (Budget #)

PERIOD ENDING 09/30/2020

% Fiscal Year Completed: 25.21

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

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDC
		AMENDED BUDGET	09/30/2020 NORMAL (ABNORMAL)	MONTH 09/30/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 1001 - GENERAL FUND						
Expenditures						
1001-1071-910.0000	INSURANCE	600.00	0.00	0.00	600.00	0.00
1001-1071-956.0000	MISCELLANEOUS	400.00	0.00	0.00	400.00	0.00
1001-1071-984.0000	OFFICE EQUIPMENT	700.00	0.00	0.00	700.00	0.00
1001-1071-985.0000	VEHICLE	0.00	0.00	0.00	0.00	0.00
Total Dept 1071 - MAYOR		251,200.00	46,546.92	14,683.49	204,653.08	18.53
Dept 1091 - ELECTION						
1001-1091-706.0000	SALARIES PERMANENT	62,900.00	13,113.46	4,395.97	49,786.54	20.85
1001-1091-709.0000	OVERTIME	8,500.00	1,292.75	15.24	7,207.25	15.21
1001-1091-710.0000	FEES PER DIEM	46,000.00	12,624.07	0.00	33,375.93	27.44
1001-1091-717.0000	RETIREMENT - MERS ACTIVE	0.00	0.00	0.00	0.00	0.00
1001-1091-718.0000	RETIREMENT - MERS RETIREES	29,100.00	656.32	215.95	28,443.68	2.26
1001-1091-719.0000	FRINGE BENEFITS	43,400.00	8,837.90	1,455.75	34,562.10	20.36
1001-1091-720.0000	UNEMPLOYMENT EXPENDITURES - MESC CHARGE	0.00	0.00	0.00	0.00	0.00
1001-1091-727.0000	SUPPLIES	8,000.00	1,421.76	543.71	6,578.24	17.77
1001-1091-728.0000	INFORMATION TECH ALLOCATION	2,100.00	0.00	0.00	2,100.00	0.00
1001-1091-731.0000	POSTAGE	6,800.00	3,568.45	0.00	3,231.55	52.48
1001-1091-757.0000	OPERATING EXPENDITURES	200.00	0.00	0.00	200.00	0.00
1001-1091-757.1000	SUPPLIES/SERVICES CTCL GRANT	0.00	0.00	0.00	0.00	0.00
1001-1091-818.0000	CONTRACTUAL SERVICE	9,000.00	198.40	0.00	8,801.60	2.20
1001-1091-861.0000	AUTO ALLOWANCE	600.00	19.96	0.00	580.04	3.33
1001-1091-864.0000	TRAINING	4,000.00	0.00	0.00	4,000.00	0.00
1001-1091-900.0000	NOTICES	400.00	0.00	0.00	400.00	0.00
1001-1091-943.0000	EQUIPMENT RENTAL	1,400.00	292.11	0.00	1,107.89	20.87
1001-1091-956.0000	MISCELLANEOUS	100.00	0.00	0.00	100.00	0.00
1001-1091-956.1091	HAVA GRANT EXPENDITURES	0.00	0.00	0.00	0.00	0.00
1001-1091-977.7089	NEW EQUIPMENT	0.00	0.00	0.00	0.00	0.00
1001-1091-999.4001	TRANSFER TO CAPITAL IMPROV.	0.00	0.00	0.00	0.00	0.00
Total Dept 1091 - ELECTION		222,500.00	42,025.18	6,626.62	180,474.82	18.89
Dept 2009 - ASSESSOR						
1001-2009-703.0000	SALARY	75,700.00	17,448.97	5,816.33	58,251.03	23.05
1001-2009-706.0000	SALARIES PERMANENT	112,300.00	24,467.09	9,211.53	87,832.91	21.79
1001-2009-709.0000	OVERTIME	900.00	220.80	156.62	679.20	24.53
1001-2009-717.0000	RETIREMENT - MERS ACTIVE	300.00	52.32	17.44	247.68	17.44
1001-2009-718.0000	RETIREMENT - MERS RETIREES	89,900.00	19,873.55	6,726.51	70,026.45	22.11
1001-2009-719.0000	FRINGE BENEFITS	115,600.00	20,431.01	3,862.82	95,168.99	17.67
1001-2009-720.0000	UNEMPLOYMENT EXPENDITURES - MESC CHARGE	0.00	0.00	0.00	0.00	0.00
1001-2009-727.0000	OFFICE SUPPLIES	1,200.00	0.00	0.00	1,200.00	0.00
1001-2009-728.0000	INFORMATION TECH ALLOCATION	10,600.00	0.00	0.00	10,600.00	0.00
1001-2009-731.0000	POSTAGE	7,500.00	143.35	0.00	7,356.65	1.91
1001-2009-757.0000	OPERATING EXPENDITURES	200.00	0.00	0.00	200.00	0.00
1001-2009-818.0000	CONTRACTUAL SERVICE	4,000.00	0.00	0.00	4,000.00	0.00
1001-2009-818.7100	PICTOMETRY & ORTHOIMAGERY PROJECT	2,500.00	0.00	0.00	2,500.00	0.00
1001-2009-826.0000	LEGAL	2,000.00	1,575.00	525.00	425.00	78.75
1001-2009-828.0000	MEMBERSHIP & DUES	1,000.00	0.00	0.00	1,000.00	0.00
1001-2009-863.0000	AUTO REPAIR	1,500.00	0.00	0.00	1,500.00	0.00
1001-2009-864.0000	TRAINING	3,000.00	0.00	0.00	3,000.00	0.00
1001-2009-867.0000	GAS & OIL	500.00	0.00	0.00	500.00	0.00

+18,900

Attachment: BA 4902 : Budget Amendment (Budget #))



ADOPTED

AGENDA ITEM (ID # 4906)

DOC ID: 4906

Approve and authorize the following 2020-2021 budget amendment in the Fire Fund: Increase 2006-0000-501.7082 FEMA AFG COVID-19 Grant Revenue by \$26,600; Increase 2006-0000-672.0000 Walmart Grant Revenue by \$3,800; Increase 2006-0000-672.1000 Hundred Club Grant Revenue by \$3,000; Increase 2006-0000-691.0651 Community Development Block Grant Revenue by \$1,900; Increase 2006-2006-775.0000 Supplies Walmart Grant by \$3,800; Increase 2006-2006-775.1000 Supplies Hundred Club Grant by \$3,000; Increase 2006-2006-977.7082 PPE FEMA AFG COVID-19 Grant by \$26,600; and Increase 2006-2006-977.7087 CDBG Expenditures-Equipment by \$1,900.

ATTACHMENTS:

- BA 4906 (PDF)

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

INTEROFFICE MEMORANDUM

To: Mayor Duane Haskins
From: Controller Karen Moffitt
Date: October 14, 2020

Re: Memo of Explanation for
City Council Meeting of 10/19/2020

Mayor Haskins:

I am requesting that Council approve a budget amendment within the Fire Fund Budget as follows: Increase 2006-0000-501.7082 FEMA AFG COVID-19 Grant Revenue by \$26,600; Increase 2006-0000-672.0000 Walmart Grant Revenue by \$3,800; Increase 2006-0000-672.1000 Hundred Club Grant Revenue by \$3,000; Increase 2006-0000-691.0651 Community Development Block Grant Revenue by \$1,900; Increase 2006-2006-775.0000 Supplies Walmart Grant by \$3,800; Increase 2006-2006-775.1000 Supplies Hundred Club Grant by \$3,000; Increase 2006-2006-977.7082 PPE FEMA AFG COVID-19 Grant by \$26,600; and Increase 2006-2006-977.7087 CDBG Expenditures-Equipment by \$1,900.

This budget amendment amends the 2020-21 budget to reflect the revenue to be received and expenditures to be incurred for several fire department grants. The FEMA AFG COVID-19 Grant will be used to purchase PPE, the Walmart Grant will be used to purchase smoke detectors for the community, the Hundred Club Grant will be used to replace 10 fire helmets that are at the end of their service life, and the CDBG Grant will be used to purchase new fire fighting nozzles.

Attachment: BA 4906 (4906 : Budget Amendment (Budget #))

PERIOD ENDING 09/30/2020

% Fiscal Year Completed: 25.21

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

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDG
		AMENDED BUDGET	09/30/2020	MONTH 09/30/2020	BALANCE	
Fund 2006 - FIRE DEPARTMENT						
Revenues						
Dept 0000						
2006-0000-403.0000	CURRENT REAL/PERSONAL TAXES	628,000.00	568,438.31	430,118.37	59,561.69	90.52
2006-0000-404.0000	TAX CHARGEBACKS	(2,400.00)	0.00	0.00	(2,400.00)	0.00
2006-0000-407.0000	DELINQUENT PERSONAL TAXES	200.00	0.00	0.00	200.00	0.00
2006-0000-501.0010	FEDERAL AFG FEMA FIRE GRANT	0.00	0.00	0.00	0.00	0.00
2006-0000-501.0020	FEMA SIREN GRANT REVENUE	0.00	0.00	0.00	0.00	0.00
2006-0000-501.7081	AFG GRANT REVENUE - RADIOS/EMT TRAININ	0.00	0.00	0.00	0.00	0.00
2006-0000-501.7082	FEMA AFG COVID 19 GRANT REVENUE	0.00	0.00	0.00	0.00	0.00
2006-0000-501.7083	AFG GRANT REVENUE - FIRE ENGINE	0.00	0.00	0.00	0.00	0.00
2006-0000-501.7084	HAZARD MITIGATION GRANT (FEDERAL)	0.00	0.00	0.00	0.00	0.00
2006-0000-528.0000	FEDERAL CARES ACT GRANT	0.00	16,519.00	16,519.00	(16,519.00)	100.00
2006-0000-539.0010	STATE OF MICHIGAN EMERGENCY FLINT H2O	0.00	0.00	0.00	0.00	0.00
2006-0000-573.0000	LOC COMM STABILIZ SHR APPROP (STATE)	15,800.00	0.00	0.00	15,800.00	0.00
2006-0000-630.0000	FIRE RECOVERY FEES	18,700.00	887.64	(1,346.84)	17,812.36	4.75
2006-0000-631.0000	FIRE INSPECTION FEES	5,000.00	2,550.00	1,425.00	2,450.00	51.00
2006-0000-633.0000	SITE PLAN REVIEW	1,500.00	600.00	225.00	900.00	40.00
2006-0000-634.0000	FIRE ALARM REVIEWS & PERMITS	1,000.00	765.00	765.00	235.00	76.50
2006-0000-635.0000	FIRE SUPPRESSION REVIEWS & PERMITS	5,000.00	350.00	0.00	4,650.00	7.00
2006-0000-666.0000	INTEREST INCOME	3,000.00	0.00	0.00	3,000.00	0.00
2006-0000-669.0000	INVESTMENT GAINS AND LOSSES	0.00	0.00	0.00	0.00	0.00
2006-0000-672.0000	WALMART GRANT REVENUE	0.00	3,750.00	0.00	(3,750.00)	100.00
2006-0000-672.1000	HUNDRED CLUB GRANT REVENUE	0.00	0.00	0.00	0.00	0.00
2006-0000-673.0000	SALE OF ASSETS	100.00	0.00	0.00	100.00	0.00
2006-0000-675.0000	REFUNDS & REBATES	3,000.00	0.00	0.00	3,000.00	0.00
2006-0000-678.0000	REIMBURSEMENT INCOME	2,000.00	(1,756.66)	37.00	3,756.66	(87.83)
2006-0000-691.0651	COMMUNITY DEVELOPMENT BLOCK GRANT REV	0.00	1,857.50	1,857.50	(1,857.50)	100.00
2006-0000-691.1001	TRANSFER FROM GENERAL FUND	879,200.00	0.00	0.00	879,200.00	0.00
2006-0000-694.0000	OTHER REVENUES	2,000.00	0.00	0.00	2,000.00	0.00
2006-0000-694.0004	CPR CLASS REVENUE	500.00	0.00	0.00	500.00	0.00
2006-0000-696.0000	BOND PROCEEDS	0.00	0.00	0.00	0.00	0.00
2006-0000-697.0000	LOAN PROCEEDS	0.00	0.00	0.00	0.00	0.00
2006-0000-699.0000	CONTINGENCY	0.00	0.00	0.00	0.00	0.00

Total Dept 0000	1,562,600.00	593,960.79	449,600.03	968,639.21	38.01
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TOTAL REVENUES	1,562,600.00	593,960.79	449,600.03	968,639.21	38.01
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Expenditures						
Dept 2006 - FIRE DEPARTMENT EXPENDITURES						
2006-2006-703.0000	SALARY	70,000.00	15,692.34	5,230.78	54,307.66	22.42
2006-2006-706.0000	SALARIES PERMANENT	111,800.00	24,794.03	8,623.59	87,005.97	22.18
2006-2006-707.0000	PART-TIME FIREMEN	175,000.00	25,552.37	8,064.52	149,447.63	14.60
2006-2006-708.0000	SHARED SALARIES	43,300.00	8,387.37	2,936.79	34,912.63	19.37
2006-2006-709.0000	OVERTIME	4,500.00	2.82	0.20	4,497.18	0.06
2006-2006-717.0000	RETIREMENT - MERS ACTIVE	1,300.00	144.05	48.42	1,155.95	11.08
2006-2006-718.0000	RETIREMENT - MERS RETIREES	87,700.00	18,322.38	6,258.51	69,377.62	20.89
2006-2006-719.0000	FRINGE BENEFITS	140,400.00	29,166.12	7,978.05	111,233.88	20.77
2006-2006-720.0000	UNEMPLOYMENT EXPENDITURES - MESC CHARGE	0.00	0.00	0.00	0.00	0.00
2006-2006-727.0000	OFFICE SUPPLIES	1,275.00	74.17	74.17	1,200.83	5.82
2006-2006-728.0000	INFORMATION TECH ALLOCATION	29,700.00	29,700.00	29,700.00	0.00	100.00
2006-2006-744.0000	SAFETY WEAR & HEALTH	28,900.00	612.15	610.10	28,287.85	2.12
2006-2006-757.0000	OPERATING EXPENDITURES	15,300.00	3,604.63	145.86	11,695.51	76.44

Attachment: BA 4906 : Budget Amendment (Budget #)

PERIOD ENDING 09/30/2020

% Fiscal Year Completed: 25.21

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

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDG USE
Fund 2006 - FIRE DEPARTMENT						
Expenditures						
2006-2006-775.0000	SUPPLIES WALMART GRANT	0.00	1,499.94	0.00	(1,499.94)	100.00
2006-2006-775.1000	SUPPLIES HUNDRED CLUB GRANT	0.00	0.00	0.00	0.00	0.00
2006-2006-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	3,000.00	1,869.00	1,869.00	1,131.00	62.30
2006-2006-818.0000	CONTRACTUAL SERVICES	25,000.00	14,010.00	726.00	10,990.00	56.04
2006-2006-826.0000	LEGAL	3,000.00	0.00	0.00	3,000.00	0.00
2006-2006-828.0000	MEMBERSHIP & DUES	6,000.00	1,519.00	1,155.00	4,481.00	25.32
2006-2006-863.0000	AUTO REPAIR	45,100.00	5,759.73	1,280.81	39,340.27	12.77
2006-2006-864.0000	TRAINING & CERTIFICATIONS	3,000.00	420.00	0.00	2,580.00	14.00
2006-2006-864.0004	CPR CLASS EXPENSES/CARDS	1,700.00	0.00	0.00	1,700.00	0.00
2006-2006-867.0000	GAS & OIL	15,400.00	0.00	0.00	15,400.00	0.00
2006-2006-910.0000	INSURANCE	34,000.00	28,169.08	28,169.08	5,830.92	82.85
2006-2006-910.7020	BUILDING INSURANCE	9,900.00	8,768.56	8,768.56	1,131.44	88.57
2006-2006-920.0000	UTILITIES	36,000.00	8,325.29	2,678.88	27,674.71	23.13
2006-2006-920.1000	ERC LED PROGRAM	5,200.00	1,295.58	431.86	3,904.42	24.92
2006-2006-921.0000	SEWER PAYMENTS	7,000.00	959.88	0.00	6,040.12	13.71
2006-2006-924.0000	CHANGE IN INVESTMENT VALUE (DECLINE)	0.00	0.00	0.00	0.00	0.00
2006-2006-934.0000	EQUIPMENT REPAIR	7,500.00	516.43	63.76	6,983.57	6.89
2006-2006-937.0000	BUILDING MAINT & SUPPLIES	46,800.00	4,461.05	2,450.34	42,338.95	9.53
2006-2006-943.0000	EQUIPMENT RENTAL	12,400.00	2,360.12	1,128.94	10,039.88	19.03
2006-2006-956.0000	MISCELLANEOUS	500.00	0.00	0.00	500.00	0.00
2006-2006-957.0000	CONTINGENCY	0.00	0.00	0.00	0.00	0.00
2006-2006-962.0000	TRAINING & MATERIALS	7,700.00	133.11	0.00	7,566.89	1.73
2006-2006-963.0000	PREVENTION MATERIALS	8,100.00	1,868.87	1,749.93	6,231.13	23.07
2006-2006-977.0020	FEMA SIREN GRANT EXPENDITURE	0.00	0.00	0.00	0.00	0.00
2006-2006-977.7081	AFG (FEDERAL)- RADIOS/EMT/SAFETYWEAR	0.00	0.00	0.00	0.00	0.00
2006-2006-977.7082	PPE FEMA AFG COVID 19 GRANT	0.00	0.00	0.00	0.00	0.00
2006-2006-977.7087	CDBG EXPENDITURES-EQUIPMENT	0.00	1,857.50	0.00	(1,857.50)	100.00
2006-2006-977.7089	NEW EQUIPMENT	55,000.00	5,787.44	2,367.21	49,212.56	10.52
2006-2006-977.8010	AFG GRANT EXPENDITURES (FEDERAL)	0.00	0.00	0.00	0.00	0.00
2006-2006-984.0000	OFFICE EQUIPMENT	3,000.00	642.00	428.00	2,358.00	21.40
2006-2006-985.0000	VEHICLE	0.00	0.00	0.00	0.00	0.00
2006-2006-985.7083	AFG - FIRE ENGINE	0.00	0.00	0.00	0.00	0.00
2006-2006-991.0000	PRINCIPAL ON BONDS	235,000.00	235,000.00	235,000.00	0.00	100.00
2006-2006-991.0001	PRINCIPAL PORTION OF LEASE (CAPITAL) PM	52,600.00	0.00	0.00	52,600.00	0.00
2006-2006-991.0002	PRINCIPAL PMT ON SCBA LOAN	40,000.00	39,916.78	0.00	83.22	99.79
2006-2006-992.0002	INTEREST ON SCBA LOAN	10,900.00	10,835.95	0.00	64.05	99.41
2006-2006-995.0000	INTEREST ON BONDS	95,400.00	49,531.25	49,531.25	45,868.75	51.92
2006-2006-995.0001	INTEREST PORTION OF LEASE (CAPITAL) PMT	7,700.00	0.00	0.00	7,700.00	0.00
2006-2006-996.0000	BOND ISSUE COSTS	0.00	0.00	0.00	0.00	0.00
2006-2006-997.0000	TRANSFER TO ESCROW BOND REFUNDING	0.00	0.00	0.00	0.00	0.00
2006-2006-999.0000	PAYING AGENT FEES ON BONDS	300.00	0.00	0.00	300.00	0.00
2006-2006-999.3000	TRANSFER OUT TO DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
2006-2006-999.4206	TRANSFER OUT TO FIRE CAPITAL PROJECTS	150,000.00	150,000.00	0.00	0.00	100.00

Total Dept 2006 - FIRE DEPARTMENT EXPENDITURES	1,636,375.00	731,558.99	407,469.61	904,816.01	44.71
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TOTAL EXPENDITURES	1,636,375.00	731,558.99	407,469.61	904,816.01	44.71
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Fund 2006 - FIRE DEPARTMENT: TOTAL REVENUES	1,562,600.00	593,960.79	449,600.03	968,039.18	
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Attachment: BA 4906 : Budget Amendment (Budget #)



ADOPTED

AGENDA ITEM (ID # 4909)

DOC ID: 4909

Approve and authorize the following 2020-2021 budget amendment in the Police Fund: Increase 2007-2007-975.0002 Gasoline Storage Tank by \$35,000; Increase 2007-2007-975.0003 Parking Lot & Sidewalks by \$150,000; Decrease 2007-0000-390.0000 Unappropriated Surplus by \$185,000.

COMMENTS - Current Meeting:

Mr. Wells asked if this money was from the sale of property.

Ms. Moffitt stated most of the money was budgeted in the 2019-2020 budget and we did not spend the funds because of the projects being postponed due to COVID.

Mr. Wells stated part of the money was for a new Code Enforcer, right?

Ms. Moffitt stated there was a fund balance in the building department fund, so in addition to transferring the sale of property funds into the general fund, you also approved hiring an additional Code Enforcer out of the building department fund which comes out of fund balance.

ATTACHMENTS:

- BA 4909 (PDF)

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

INTEROFFICE MEMORANDUM

To: Mayor Duane Haskins
From: Controller Karen Moffitt
Date: October 14, 2020

Re: Memo of Explanation for
City Council Meeting of 10/19/2020

Mayor Haskins:

I am requesting that Council approve a budget amendment within the Police Fund Budget as follows: Increase 2007-2007-975.0002 Gasoline Storage Tank by \$35,000; Increase 2007-2007-975.0003 Parking Lot & Sidewalks by \$150,000; Decrease 2007-0000-390.0000 Unappropriated Surplus by \$185,000.

This budget amendment adds the replacement of the police gasoline storage tank and the repaving of the police parking lot and sidewalks to the 2020-21 budget. These items were approved in the 2019-20 budget but because of the COVID-19 shutdown were not completed. The unspent funds ended up in fund balance for the 2019-20 fiscal year so the amendment pulls the funds from the fund balance. The budget amendment amounts have been increased to more closely reflect the estimated cost of the projects.

Attachment: BA 4909 (4909 : Budget Amendment (Budget #))

PERIOD ENDING 10/31/2020

% Fiscal Year Completed: 33.70

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

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BD
		AMENDED BUDGET	10/31/2020 NORMAL (ABNORMAL)	MONTH 10/31/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 2007 - POLICE FUND						
Expenditures						
2007-2007-826.0000	LEGAL	90,000.00	20,008.75	2,186.25	69,991.25	22.2
2007-2007-828.0000	MEMBERSHIP & DUES	2,000.00	224.00	0.00	1,776.00	11.2
2007-2007-863.0000	AUTO REPAIR	68,000.00	5,428.17	0.00	62,571.83	7.9
2007-2007-864.0000	TRAINING & CERTIFICATIONS	3,000.00	0.00	0.00	3,000.00	0.0
2007-2007-867.0000	GAS & OIL	75,000.00	0.00	0.00	75,000.00	0.0
2007-2007-868.0000	AUTO WASH	4,000.00	924.00	288.00	3,076.00	23.1
2007-2007-910.0000	INSURANCE	89,000.00	0.00	0.00	89,000.00	0.0
2007-2007-920.0000	UTILITIES	34,000.00	6,701.84	10.50	27,298.16	19.7
2007-2007-920.1000	ERC LED PROGRAM	7,700.00	2,521.36	630.34	5,178.64	32.7
2007-2007-921.0000	SEWER PAYMENTS	4,000.00	472.25	0.00	3,527.75	11.8
2007-2007-924.0000	CHANGE IN INVESTMENT VALUE (DECLINE)	0.00	0.00	0.00	0.00	0.0
2007-2007-931.0000	BUILDING REPAIR	17,000.00	5,335.75	2,486.58	11,664.25	31.3
2007-2007-934.0000	EQUIPMENT REPAIRS	1,200.00	0.00	0.00	1,200.00	0.0
2007-2007-943.0000	EQUIPMENT RENTAL	6,000.00	1,207.00	0.00	4,793.00	20.1
2007-2007-956.0000	MISCELLANEOUS	1,500.00	0.00	0.00	1,500.00	0.0
2007-2007-957.0000	CONTINGENCY (SURPLUS)	0.00	0.00	0.00	0.00	0.0
2007-2007-962.0000	TRAINING (OFFICER)	12,700.00	(310.00)	0.00	13,010.00	(2.4
2007-2007-965.0000	SOR ANNUAL FEE- STATE OF MI PORTION	0.00	0.00	0.00	0.00	0.0
2007-2007-975.0000	BOILER REPLACEMENT	0.00	0.00	0.00	0.00	0.0
2007-2007-975.0002	GASOLINE STORAGE TANK	0.00	0.00	0.00	0.00	0.0
2007-2007-975.0003	PARKING LOT & SIDEWALKS	0.00	0.00	0.00	0.00	0.0
2007-2007-984.0000	EQUIPMENT	1,700.00	0.00	0.00	1,700.00	0.0
2007-2007-985.0000	POLICE VEHICLES	0.00	100.00	0.00	(100.00)	100.0
2007-2007-991.0000	PRINCIPAL	0.00	0.00	0.00	0.00	0.0
2007-2007-991.0001	PRINCIPAL PORTION OF LEASE (CAPITAL) PM	0.00	0.00	0.00	0.00	0.0
2007-2007-995.0001	INTEREST PORTION OF LEASE (CAPITAL) PMT	0.00	0.00	0.00	0.00	0.0
2007-2007-999.7094	TRANSFER TO OTHER FUNDS	0.00	0.00	0.00	0.00	0.0
Total Dept 2007 - POLICE FUND EXPENSES		6,097,500.00	1,332,442.90	178,104.73	4,765,057.10	21.8
TOTAL EXPENDITURES		6,097,500.00	1,332,442.90	178,104.73	4,765,057.10	21.8
Fund 2007 - POLICE FUND:						
TOTAL REVENUES		5,959,900.00	5,397,554.49	48,583.68	562,345.51	90.5
TOTAL EXPENDITURES		6,097,500.00	1,332,442.90	178,104.73	4,765,057.10	21.8
NET OF REVENUES & EXPENDITURES		(137,600.00)	4,065,111.59	(129,521.05)	(4,202,711.59)	2,954.3
BEG. FUND BALANCE		946,860.93	946,860.93			
NET OF REVENUES/EXPENDITURES - 2019-20			202,415.08		202,415.08	
END FUND BALANCE		809,260.93	5,214,387.60			

+35,000
+150,000

Attachment: BA 4909 : Budget Amendment (Budget #)



ADOPTED

AGENDA ITEM (ID # 4911)

DOC ID: 4911

Approve and authorize the following 2020-2021 budget amendment in the Police Fund: Increase 2007-0000-673.0000 Sale of Assets by \$30,000; Increase 2007-2007-984.0000 Equipment by \$30,000.

ATTACHMENTS:

- BA 4911 (PDF)

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

INTEROFFICE MEMORANDUM

To: Mayor Duane Haskins
From: Controller Karen Moffitt
Date: October 14, 2020

Re: Memo of Explanation for
City Council Meeting of 10/19/2020

Mayor Haskins:

I am requesting that Council approve a budget amendment within the Police Fund Budget as follows: Increase 2007-0000-673.0000 Sale of Assets by \$30,000; Increase 2007-2007-984.0000 Equipment by \$30,000.

This budget amendment increases the budget for the Sale of Asset revenue account to reflect the proceeds received from the recent sale of police vehicles and increases the Equipment line item by the same amount to cover the cost of replacement accident investigation equipment and software that has become outdated and no longer operational.

Attachment: BA 4911 (4911 : Budget Amendment (Budget #))

PERIOD ENDING 09/30/2020

% Fiscal Year Completed: 25.21

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

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDG
		AMENDED BUDGET	09/30/2020	MONTH	09/30/2020	BALANCE	
			NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL (ABNORMAL)	USE
Fund 2007 - POLICE FUND							
Revenues							
Dept 0000							
2007-0000-403.0000	CURRENT TAXES	5,330,400.00	4,825,023.45	3,650,914.13		505,376.55	90.52
2007-0000-404.0000	TAX CHARGEBACKS	(34,000.00)	0.00	0.00		(34,000.00)	0.00
2007-0000-407.0000	DELINQUENT PERSONAL TAXES	1,200.00	0.00	0.00		1,200.00	0.00
2007-0000-501.0000	FEDERAL DONATIONS	0.00	0.00	0.00		0.00	0.00
2007-0000-528.0000	FEDERAL CARES ACT GRANT	0.00	455,413.00	396,786.00		(455,413.00)	100.00
2007-0000-573.0000	LOC COMM STABILIZ SHR APPROP (STATE)	134,600.00	0.00	0.00		134,600.00	0.00
2007-0000-580.0000	CONTRIBUTION FROM LOCAL UNITS	0.00	0.00	0.00		0.00	0.00
2007-0000-629.7771	COURTLAND CENTER CHARGES	0.00	0.00	0.00		0.00	0.00
2007-0000-629.7773	F.A.N.G. CHARGES	45,000.00	17,638.09	13,888.09		27,361.91	39.20
2007-0000-629.7774	CMH GRANT REVENUES	0.00	0.00	0.00		0.00	0.00
2007-0000-629.7775	D.D.A. LABOR CHARGES	0.00	0.00	0.00		0.00	0.00
2007-0000-629.7776	SCHOOL RESOURCE PROGRAM REVENUE	0.00	0.00	0.00		0.00	0.00
2007-0000-629.7777	DEA OVERTIME GRANT REVENUE	18,500.00	0.00	0.00		18,500.00	0.00
2007-0000-629.7792	HIDTA GRANT REVENUE (FANG)	7,000.00	1,260.00	1,260.00		5,740.00	18.00
2007-0000-629.7797	D.H.E. GRANT REVENUE (FANG)	0.00	0.00	0.00		0.00	0.00
2007-0000-629.7798	DCESP HEMP GRANT REVENUE (FANG)	1,200.00	0.00	0.00		1,200.00	0.00
2007-0000-629.7800	F.A.C.T. GRANT REVENUE	0.00	0.00	0.00		0.00	0.00
2007-0000-629.7802	BRYNE JAG GRANT	0.00	0.00	0.00		0.00	0.00
2007-0000-629.7803	PT-08-38 OHSP SAFE COMMUNITIES GRANT	0.00	0.00	0.00		0.00	0.00
2007-0000-629.7804	PROJECT SAFE NEIGHBORHOODS (FANG)	0.00	0.00	0.00		0.00	0.00
2007-0000-629.7806	PT-09-25 OHSP SAFE COMMUNITIES GRANT	0.00	0.00	0.00		0.00	0.00
2007-0000-629.7807	OCDETF GRANT (FANG) DOJ GLMIE0472	0.00	0.00	0.00		0.00	0.00
2007-0000-629.7808	PT-10-20 OHSP SAFE COMMUNITIES GRANT	1,500.00	0.00	0.00		1,500.00	0.00
2007-0000-629.7809	WEED & SEED GRANT (FANG)	0.00	0.00	0.00		0.00	0.00
2007-0000-629.7810	SOUTH SIDE GRANT (FANG)	0.00	0.00	0.00		0.00	0.00
2007-0000-629.7811	ATF TASK FORCE REVENUE (FANG)	0.00	0.00	0.00		0.00	0.00
2007-0000-629.7812	GENESEE CTY POSSE	0.00	0.00	0.00		0.00	0.00
2007-0000-629.7813	COPS GRANT REVENUE	0.00	0.00	0.00		0.00	0.00
2007-0000-629.7814	BYRNE GRANT - METH (FANG) FED \$	0.00	0.00	0.00		0.00	0.00
2007-0000-629.7815	OCDETF HOT SHOT GRANT	500.00	0.00	0.00		500.00	0.00
2007-0000-629.7816	GAIN GRANT	72,000.00	0.00	0.00		72,000.00	0.00
2007-0000-660.0000	DISTRICT COURT FEES	50,000.00	13,767.21	4,087.81		36,232.79	27.53
2007-0000-661.0000	POLICE FEES	20,000.00	4,600.00	850.00		15,400.00	23.00
2007-0000-663.0000	S.O. REGISTRY ANNUAL FEE REVENUE	2,000.00	250.00	50.00		1,750.00	12.50
2007-0000-666.0000	INTEREST INCOME	3,000.00	0.00	0.00		3,000.00	0.00
2007-0000-669.0000	INVESTMENT GAINS AND LOSSES	0.00	0.00	0.00		0.00	0.00
2007-0000-671.0000	DONATIONS	0.00	0.00	0.00		0.00	0.00
2007-0000-673.0000	SALE OF ASSETS	0.00	29,359.00	6,059.00		(29,359.00)	100.00
2007-0000-675.0000	REFUNDS & REBATES	5,000.00	0.00	0.00		5,000.00	0.00
2007-0000-678.0000	REIMBURSEMENT INCOME	35,000.00	280.56	280.56		34,719.44	0.80
2007-0000-691.1001	TRANSFER FROM GENERAL FUND	252,000.00	0.00	0.00		252,000.00	0.00
2007-0000-691.5013	TRANSFER FROM DDA	5,000.00	0.00	0.00		5,000.00	0.00
2007-0000-694.0000	OTHER REVENUES	10,000.00	1,379.50	560.00		8,620.50	13.80
2007-0000-696.0000	BOND PROCEEDS	0.00	0.00	0.00		0.00	0.00
2007-0000-699.0000	CONTINGENCY	0.00	0.00	0.00		0.00	0.00
Total Dept 0000		5,959,900.00	5,348,970.81	4,074,735.59		610,929.19	89.75
TOTAL REVENUES		5,959,900.00	5,348,970.81	4,074,735.59		610,929.19	89.75

Expenditures

PERIOD ENDING 09/30/2020

% Fiscal Year Completed: 25.21

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

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDC
		AMENDED BUDGET	09/30/2020	MONTH 09/30/2020	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USE
Fund 2007 - POLICE FUND						
Expenditures						
2007-2007-826.0000	LEGAL	90,000.00	17,822.50	7,079.75	72,177.50	19.80
2007-2007-828.0000	MEMBERSHIP & DUES	2,000.00	224.00	224.00	1,776.00	11.20
2007-2007-863.0000	AUTO REPAIR	68,000.00	7,222.28	3,885.21	60,777.72	10.62
2007-2007-864.0000	TRAINING & CERTIFICATIONS	3,000.00	0.00	0.00	3,000.00	0.00
2007-2007-867.0000	GAS & OIL	75,000.00	0.00	0.00	75,000.00	0.00
2007-2007-868.0000	AUTO WASH	4,000.00	636.00	312.00	3,364.00	15.90
2007-2007-910.0000	INSURANCE	89,000.00	80,331.90	80,331.90	8,668.10	90.26
2007-2007-920.0000	UTILITIES	34,000.00	6,691.34	1,993.05	27,308.66	19.68
2007-2007-920.1000	ERC LED PROGRAM	7,700.00	1,891.02	630.34	5,808.98	24.56
2007-2007-921.0000	SEWER PAYMENTS	4,000.00	472.25	0.00	3,527.75	11.81
2007-2007-924.0000	CHANGE IN INVESTMENT VALUE (DECLINE)	0.00	0.00	0.00	0.00	0.00
2007-2007-931.0000	BUILDING REPAIR	17,000.00	2,849.17	1,717.27	14,150.83	16.76
2007-2007-934.0000	EQUIPMENT REPAIRS	1,200.00	0.00	0.00	1,200.00	0.00
2007-2007-943.0000	EQUIPMENT RENTAL	6,000.00	1,952.37	745.37	4,047.63	32.54
2007-2007-956.0000	MISCELLANEOUS	1,500.00	0.00	0.00	1,500.00	0.00
2007-2007-957.0000	CONTINGENCY (SURPLUS)	0.00	0.00	0.00	0.00	0.00
2007-2007-962.0000	TRAINING (OFFICER)	12,700.00	(310.00)	1,590.00	13,010.00	(2.44
2007-2007-965.0000	SOR ANNUAL FEE- STATE OF MI PORTION	0.00	0.00	0.00	0.00	0.00
2007-2007-975.0000	BOILER REPLACEMENT	0.00	0.00	0.00	0.00	0.00
2007-2007-975.0002	GASOLINE STORAGE TANK	0.00	0.00	0.00	0.00	0.00
2007-2007-975.0003	PARKING LOT & SIDEWALKS	0.00	0.00	0.00	0.00	0.00
2007-2007-984.0000	EQUIPMENT	+30,000 1,700.00	0.00	0.00	1,700.00	0.00
2007-2007-985.0000	POLICE VEHICLES	0.00	100.00	100.00	(100.00)	100.00
2007-2007-991.0000	PRINCIPAL	0.00	0.00	0.00	0.00	0.00
2007-2007-991.0001	PRINCIPAL PORTION OF LEASE (CAPITAL) PM	0.00	0.00	0.00	0.00	0.00
2007-2007-995.0001	INTEREST PORTION OF LEASE (CAPITAL) PMT	0.00	0.00	0.00	0.00	0.00
2007-2007-999.7094	TRANSFER TO OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
Total Dept 2007 - POLICE FUND EXPENSES		6,097,500.00	1,327,485.14	536,906.45	4,770,014.86	21.77
TOTAL EXPENDITURES		6,097,500.00	1,327,485.14	536,906.45	4,770,014.86	21.77
Fund 2007 - POLICE FUND:						
TOTAL REVENUES		5,959,900.00	5,348,970.81	4,074,735.59	610,929.19	89.75
TOTAL EXPENDITURES		6,097,500.00	1,327,485.14	536,906.45	4,770,014.86	21.77
NET OF REVENUES & EXPENDITURES		(137,600.00)	4,021,485.67	3,537,829.14	(4,159,085.67)	2,922.59
BEG. FUND BALANCE		946,860.93	946,860.93			
NET OF REVENUES/EXPENDITURES - 2019-20			202,415.08		202,415.08	
END FUND BALANCE		809,260.93	5,170,761.68			

Attachment: BA 4911 (4911 : Budget Amendment (Budget #))



ADOPTED

AGENDA ITEM (ID # 4912)

DOC ID: 4912

Approve and authorize the following 2020-2021 budget amendment in the Police Fund: Increase 2007-0000-528.1000 CESF MSP Grant Revenue by \$19,100; Increase 2007-0000-629.7802 BRYNE JAG Grant Revenue by \$8,800; Increase 2007-2007-775.0000 Supplies CESF MSP Grant by \$15,100; Increase 2007-2007-811.7802 BRYNE JAG Grant Expense by \$8,800 and Increase 2007-0000-390.0000 Unappropriated Surplus by \$4,000.

COMMENTS - Current Meeting:

Mr. Heffner asked if we ever fixed the problem with our Elga Account requiring only one signature.

Mayor Haskins stated we will talk to the Treasurer and make sure it has been fixed.

Mr. O'Keefe stated wire transfers were in the same situation. There should be two signatures on them also.

Ms. Moffitt stated all wire and ACH transfers require two signatures currently. There are other controls in place as well such as reconciling the bank accounts monthly by two individuals.

ATTACHMENTS:

- BA 4912 (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Danny Wells, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

INTEROFFICE MEMORANDUM

To: Mayor Duane Haskins
From: Controller Karen Moffitt
Date: October 14, 2020

Re: Memo of Explanation for
City Council Meeting of 10/19/2020

Mayor Haskins:

I am requesting that Council approve a budget amendment within the Police Fund Budget as follows: Increase 2007-0000-528.1000 CESF MSP Grant Revenue by \$19,100; Increase 2007-0000-629.7802 BRYNE JAG Grant Revenue by \$8,800; Increase 2007-2007-775.0000 Supplies CESF MSP Grant by \$15,100; Increase 2007-2007-811.7802 BRYNE JAG Grant Expense by \$8,800 and Increase 2007-0000-390.0000 Unappropriated Surplus by \$4,000.

This budget amendment amends the 2020-21 budget to reflect the revenue to be received and expenditures to be incurred for two police department grants. The Coronavirus Emergency Supplemental Funding (CESF) Grant will be used to purchase PPE. \$4,000 of this grant was spent in 2019-20 so the revenue for 2020-21 will exceed the expenditures by that amount. The BRYNE JAG Grant was used to purchase a thermal imaging monocular, a crime scene tent, a trauma kit for each vehicle and a digital camera for each officer to make our police officers more efficient and effective at serving our community.

Attachment: BA 4912 (4912 : Budget Amendment (Budget #))

PERIOD ENDING 09/30/2020

% Fiscal Year Completed: 25.21

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

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDG
		AMENDED BUDGET	09/30/2020	MONTH 09/30/2020	BALANCE	
Fund 2007 - POLICE FUND						
Revenues						
Dept 0000						
2007-0000-403.0000	CURRENT TAXES	5,330,400.00	4,825,023.45	3,650,914.13	505,376.55	90.52
2007-0000-404.0000	TAX CHARGEBACKS	(34,000.00)	0.00	0.00	(34,000.00)	0.00
2007-0000-407.0000	DELINQUENT PERSONAL TAXES	1,200.00	0.00	0.00	1,200.00	0.00
2007-0000-501.0000	FEDERAL DONATIONS	0.00	0.00	0.00	0.00	0.00
2007-0000-528.0000	FEDERAL CARES ACT GRANT	0.00	455,413.00	396,786.00	(455,413.00)	100.00
2007-0000-528.1000	CESF MSP GRANT REVENUE	+19,100 0.00	0.00	0.00	0.00	0.00
2007-0000-573.0000	LOC COMM STABILIZ SHR APPROPR (STATE)	134,600.00	0.00	0.00	134,600.00	0.00
2007-0000-580.0000	CONTRIBUTION FROM LOCAL UNITS	0.00	0.00	0.00	0.00	0.00
2007-0000-629.7771	COURTLAND CENTER CHARGES	0.00	0.00	0.00	0.00	0.00
2007-0000-629.7773	F.A.N.G. CHARGES	45,000.00	17,638.09	13,888.09	27,361.91	39.20
2007-0000-629.7774	CMH GRANT REVENUES	0.00	0.00	0.00	0.00	0.00
2007-0000-629.7775	D.D.A. LABOR CHARGES	0.00	0.00	0.00	0.00	0.00
2007-0000-629.7776	SCHOOL RESOURCE PROGRAM REVENUE	0.00	0.00	0.00	0.00	0.00
2007-0000-629.7777	DEA OVERTIME GRANT REVENUE	18,500.00	0.00	0.00	18,500.00	0.00
2007-0000-629.7792	HIDTA GRANT REVENUE (FANG)	7,000.00	1,260.00	1,260.00	5,740.00	18.00
2007-0000-629.7797	D.H.E. GRANT REVENUE (FANG)	0.00	0.00	0.00	0.00	0.00
2007-0000-629.7798	DCESP HEMP GRANT REVENUE (FANG)	1,200.00	0.00	0.00	1,200.00	0.00
2007-0000-629.7800	F.A.C.T. GRANT REVENUE	0.00	0.00	0.00	0.00	0.00
2007-0000-629.7802	BRYNE JAG GRANT	+8,800 0.00	0.00	0.00	0.00	0.00
2007-0000-629.7803	PT-08-38 OHSP SAFE COMMUNITIES GRANT	0.00	0.00	0.00	0.00	0.00
2007-0000-629.7804	PROJECT SAFE NEIGHBORHOODS (FANG)	0.00	0.00	0.00	0.00	0.00
2007-0000-629.7806	PT-09-25 OHSP SAFE COMMUNITIES GRANT	0.00	0.00	0.00	0.00	0.00
2007-0000-629.7807	OCDETF GRANT (FANG) DOJ GLMIE0472	0.00	0.00	0.00	0.00	0.00
2007-0000-629.7808	PT-10-20 OHSP SAFE COMMUNITIES GRANT	1,500.00	0.00	0.00	1,500.00	0.00
2007-0000-629.7809	WEED & SEED GRANT (FANG)	0.00	0.00	0.00	0.00	0.00
2007-0000-629.7810	SOUTH SIDE GRANT (FANG)	0.00	0.00	0.00	0.00	0.00
2007-0000-629.7811	ATF TASK FORCE REVENUE (FANG)	0.00	0.00	0.00	0.00	0.00
2007-0000-629.7812	GENESEE CTY POSSE	0.00	0.00	0.00	0.00	0.00
2007-0000-629.7813	COPS GRANT REVENUE	0.00	0.00	0.00	0.00	0.00
2007-0000-629.7814	BYRNE GRANT - METH (FANG) FED \$	0.00	0.00	0.00	0.00	0.00
2007-0000-629.7815	OCDETF HOT SHOT GRANT	500.00	0.00	0.00	500.00	0.00
2007-0000-629.7816	GAIN GRANT	72,000.00	0.00	0.00	72,000.00	0.00
2007-0000-660.0000	DISTRICT COURT FEES	50,000.00	13,767.21	4,087.81	36,232.79	27.53
2007-0000-661.0000	POLICE FEES	20,000.00	4,600.00	850.00	15,400.00	23.00
2007-0000-663.0000	S.O. REGISTRY ANNUAL FEE REVENUE	2,000.00	250.00	50.00	1,750.00	12.50
2007-0000-666.0000	INTEREST INCOME	3,000.00	0.00	0.00	3,000.00	0.00
2007-0000-669.0000	INVESTMENT GAINS AND LOSSES	0.00	0.00	0.00	0.00	0.00
2007-0000-671.0000	DONATIONS	0.00	0.00	0.00	0.00	0.00
2007-0000-673.0000	SALE OF ASSETS	0.00	29,359.00	6,059.00	(29,359.00)	100.00
2007-0000-675.0000	REFUNDS & REBATES	5,000.00	0.00	0.00	5,000.00	0.00
2007-0000-678.0000	REIMBURSEMENT INCOME	35,000.00	280.56	280.56	34,719.44	0.80
2007-0000-691.1001	TRANSFER FROM GENERAL FUND	252,000.00	0.00	0.00	252,000.00	0.00
2007-0000-691.5013	TRANSFER FROM DDA	5,000.00	0.00	0.00	5,000.00	0.00
2007-0000-694.0000	OTHER REVENUES	10,000.00	1,379.50	560.00	8,620.50	13.80
2007-0000-696.0000	BOND PROCEEDS	0.00	0.00	0.00	0.00	0.00
2007-0000-699.0000	CONTINGENCY	0.00	0.00	0.00	0.00	0.00
Total Dept 0000		5,959,900.00	5,348,970.81	4,074,735.59	610,929.19	89.75
TOTAL REVENUES		5,959,900.00	5,348,970.81	4,074,735.59	610,929.19	89.75

Attachment: BA 4912 : Budget Amendment (Budget #)

PERIOD ENDING 09/30/2020

% Fiscal Year Completed: 25.21

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

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 09/30/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDG USE
Fund 2007 - POLICE FUND						
Expenditures						
Dept 0000						
2007-0000-718.0000	RETIREMENT - MERS RETIREES	0.00	0.00	0.00	0.00	0.00
2007-0000-719.0000	Payroll Fringes	0.00	0.00	0.00	0.00	0.00
2007-0000-999.7094	TRANSFER TO OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
Total Dept 0000		0.00	0.00	0.00	0.00	0.00
Dept 2007 - POLICE FUND EXPENSES						
2007-2007-703.0000	ADMINISTRATIVE SALARIES	93,000.00	21,230.82	7,076.94	71,769.18	22.83
2007-2007-704.0000	LIEUTENANTS SALARIES	145,800.00	33,689.64	11,229.88	112,110.36	23.11
2007-2007-705.0000	SERGEANTS SALARIES	462,800.00	90,713.12	30,244.71	372,086.88	19.60
2007-2007-706.0000	SALARIES PERMANENT	1,325,700.00	288,950.48	99,104.40	1,036,749.52	21.80
2007-2007-708.0000	SHARED SALARIES	76,600.00	15,033.87	5,228.71	61,566.13	19.63
2007-2007-709.0000	OVERTIME	180,000.00	40,890.85	12,520.69	139,109.15	22.72
2007-2007-709.2007	OVERTIME - BACK TO THE BRICKS	15,000.00	0.00	0.00	15,000.00	0.00
2007-2007-717.0000	RETIREMENT - MERS ACTIVE	15,400.00	3,256.76	1,086.32	12,143.24	21.15
2007-2007-718.0000	RETIREMENT - MERS RETIREES	1,475,600.00	319,176.71	110,727.09	1,156,423.29	21.63
2007-2007-719.0000	FRINGE BENEFITS	1,500,800.00	293,917.83	84,726.62	1,206,882.17	19.58
2007-2007-720.0000	UNEMPLOYMENT EXPENDITURES - MESC CHARGE	0.00	0.00	0.00	0.00	0.00
2007-2007-727.0000	OFFICE SUPPLIES	5,100.00	168.60	135.65	4,931.40	3.31
2007-2007-728.0000	INFORMATION TECH ALLOCATION	48,800.00	48,800.00	48,800.00	0.00	100.00
2007-2007-728.0001	IT CONNECTIVITY CHARGES	0.00	0.00	0.00	0.00	0.00
2007-2007-731.0000	POSTAGE	700.00	97.22	12.00	602.78	13.89
2007-2007-741.0000	AMMUNITION & WEAPONS	12,700.00	0.00	0.00	12,700.00	0.00
2007-2007-744.0000	UNIFORMS	29,700.00	2,834.60	2,348.70	26,865.40	9.54
2007-2007-757.0000	OPERATING EXPENDITURES	9,000.00	5,328.69	2,019.33	3,671.31	59.21
2007-2007-775.0000	SUPPLIES CESF MSP GRANT	0.00	0.00	0.00	0.00	0.00
2007-2007-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	2,800.00	1,869.00	1,869.00	931.00	66.75
2007-2007-811.7773	F.A.N.G. PROJECT OFFICERS	90,000.00	19,246.37	6,661.27	70,753.63	21.38
2007-2007-811.7774	CMH GRANT - OWI	0.00	0.00	0.00	0.00	0.00
2007-2007-811.7776	SCHOOL RESOURCE PROGRAM CHARGES	0.00	0.00	0.00	0.00	0.00
2007-2007-811.7777	DEA OVERTIME GRANT	18,500.00	0.00	0.00	18,500.00	0.00
2007-2007-811.7792	HIDTA GRANT EXPENSE (FANG)	7,000.00	1,932.00	882.00	5,068.00	27.60
2007-2007-811.7797	D.H.E. GRANT EXPENSE (FANG)	0.00	0.00	0.00	0.00	0.00
2007-2007-811.7798	HEMP GRANT EXPENSE (FANG)	1,200.00	0.00	0.00	1,200.00	0.00
2007-2007-811.7800	F.A.C.T. GRANT EXPENSE	0.00	0.00	0.00	0.00	0.00
2007-2007-811.7802	BRYNE JAG GRANT	0.00	8,771.07	6,663.07	(8,771.07)	100.00
2007-2007-811.7803	PT-08-38 OHSP SAFE COMMUNITIES GRANT	0.00	0.00	0.00	0.00	0.00
2007-2007-811.7804	PROJECT SAFE NEIGHBORHOODS (FANG)	0.00	0.00	0.00	0.00	0.00
2007-2007-811.7805	PT-08-38 OHSP ENFORCEMENT EQUIPMENT GRN	0.00	0.00	0.00	0.00	0.00
2007-2007-811.7806	PT-09-25 OHSP SAFE COMMUNITIES GRANT	0.00	0.00	0.00	0.00	0.00
2007-2007-811.7807	PT-09-25 OHSP OPERATING/EQUIPMENT GRANT	0.00	0.00	0.00	0.00	0.00
2007-2007-811.7808	PT-10-20 OHSP SAFE COMMUNITIES GRANT	1,500.00	0.00	0.00	1,500.00	0.00
2007-2007-811.7809	WEED & SEED GRANT (FANG)	0.00	0.00	0.00	0.00	0.00
2007-2007-811.7810	SOUTH SIDE GRANT (FANG)	0.00	0.00	0.00	0.00	0.00
2007-2007-811.7811	ATF TASK FORCE EXPENSE (FANG)	0.00	0.00	0.00	0.00	0.00
2007-2007-811.7812	GENESEE CTY POSSE	0.00	0.00	0.00	0.00	0.00
2007-2007-811.7813	OCDETF EXPENDITURES	0.00	0.00	0.00	0.00	0.00
2007-2007-811.7814	METH GRANT EXPENDITURES	0.00	0.00	0.00	0.00	0.00
2007-2007-811.7815	OCDETF HOT SHOT GRANT	500.00	0.00	0.00	500.00	0.00
2007-2007-811.7816	GAIN GRANT	85,900.00	4,471.38	4,471.38	81,428.62	5.21
2007-2007-818.0000	CONTRACTUAL SERVICE	50,000.00	7,223.30	2,489.80	42,776.70	14.45
2007-2007-818.7170	NARCOTICS INVESTIGATION	26,600.00	0.00	0.00	26,600.00	0.00

+15,100

+8,800

Attachment: BA 4912 (4912 : Budget Amendment (Budget #))