



CITY OF BURTON
BURTON CITY COUNCIL MEETING
SEPTEMBER 5, 2019
AGENDA

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

A. INVOCATION LED BY: DENNIS O'KEEFE

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

C. ROLL CALL

D. STAFF PRESENT

E. APPROVAL OF MINUTES

F. ADMINISTRATIVE REPORTS

G. COMMITTEE REPORTS

H. AUDIENCE PARTICIPATION

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

I. COUNCIL DISCUSSION

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Doyle) 8/13/2019 to 8/27/2019 in the amount \$4,781.50.
2. Approve and authorize the sale of Vacant Lot - S. Center Rd., Parcel No. 59-28-529-035, to give first and final approval for the sale of this improved parcel to Joseph Poma, 175 E. Riverside Dr., Ionia, MI 48846 for the sum of \$1,000.00 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.
3. Approve and authorize the sale of Vacant Lot - Pine Creek Dr., Parcel No. 59-22-400-017, to give the first of two approvals for the sale of this improved parcel to Joseph Poma, 175 E. Riverside Dr., Ionia, MI 48846 for the sum of \$4,000.00 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

4. Approve and authorize the sale of Vacant Lot - Pine Creek Dr., Parcel No. 59-22-400-016, to give the first of two approvals for the sale of this improved parcel to Joseph Poma, 175 E. Riverside Dr., Ionia, MI 48846 for the sum of \$4,000.00 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.
5. Approve and Authorize utility fee adjustments as referenced in Chapter 51 of the City of Burton Code of Ordinances (Water) and Chapter 52 of the City of Burton Code of Ordinances (Sewer) in accordance with the attached addendum (Fee Updates19).
6. Approve and authorize the following 2019-2020 budget amendment in the General Fund: Increase 1001-1091-977.7089 New Equipment-Election by \$_____;
Decrease 1001-0000-390.0000 Unappropriated Surplus by \$_____.
7. Approve and authorize the following 2019-2020 budget amendment in the General Fund: Increase 1001-9099-999.5091 Transfer to Water Fund by \$672,000; Decrease 1001-0000-390.0000 Unappropriated Surplus by \$672,000; and within the Water Fund: Increase 5091-0000-691.1001 Transfer from General Fund by \$672,000 and Increase 5091-0000-390.0000 Unappropriated Surplus by \$672,000.

K. FIRST READING OF ORDINANCE

1. 4533 : First Reading of Ordinance

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



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

Meeting: 09/05/19 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Bette Bigsby
Department Head: Bette Bigsby

J.1

SCHEDULED

AGENDA ITEM (ID # 4551)

DOC ID: 4551

**Approve and authorize the Attorney Billing (Doyle) 8/13/2019
to 8/27/2019 in the amount \$4,781.50.**

ATTACHMENTS:

- 2019-08-28 Invoice_409 (PDF)

Amanda N. Doyle, PLLC

702 Church Street
Flint, MI 48502

PHONE: (810) 767-6860 FAX: (810) 767-2817

MONTHLY BILLING INVOICE

INVOICE NUMBER: 409
INVOICE DATE: AUGUST 28, 2019

City of Burton
Clerk
4094 Manor Drive
Burton, MI 48519

DATE	PROJECT	DESCRIPTION	QTY	RATE	AMOUNT
AUG-13-19	Non-Prosecutorial	Rec/rev email from City re: Arabbo Supreme Court filing (N/C)	0:00	\$125.00	\$0.00
AUG-16-19	Non-Prosecutorial	8/15-8/16: Various email correspondence re: execution of severance agreement; timeline for check and original signatures; follow up w/ City and S. Warren	0:45	\$125.00	\$93.75
AUG-16-19	Non-Prosecutorial	Call from/with DPW and rec/rev email w/ attached contract re: closure of street by consumers (liquidated damages agreement); respond and follow up re: same	0:30	\$125.00	\$62.50
AUG-19-19	Non-Prosecutorial	Rec/rev email and attached subpoena/correspondence in civil lawsuit involving employee/former employee/insurance claim; respond to same	0:15	\$125.00	\$31.25
AUG-19-19	Non-Prosecutorial	8/15,17,19: Email correspondence w/ FEMA/City re: scheduling conference	0:15	\$125.00	\$31.25
AUG-19-19	Non-Prosecutorial	Preparation for/attendance at Burton City Council Meeting	2:45	\$125.00	\$343.75
AUG-20-19	Non-Prosecutorial	Correspondence w/ City re: original executed severance agreement	0:15	\$125.00	\$31.25
AUG-20-19	Non-Prosecutorial	Rec/rev email and attached civil infraction ticket from DPW in Adler (DeCamp St.) property	0:15	\$125.00	\$31.25
AUG-20-19	Non-Prosecutorial	Call from/with City re: payout in severance agreement; 1099/tax questions; etc.	0:15	\$125.00	\$31.25
AUG-22-19	Non-Prosecutorial	8/20-8/22: Rec/rev email and correspondence from purchasing re: deed prep; review PAs and council agenda items in sale of city owned property; pull quiet title judgments and review for same; prepare, review, revise, transmit 15 deeds (Quit Claim and Covenant): E. Hemphill Ave; Scottwood Ave; Brady Ave; James St.; Scottwood; S. Dort Hwy; Shaw; Lapeer Rd; Term St; Sandy Ln; Nelson; Ludwig; Decamp St.; Bergin; Barcey Ct	4:00	\$125.00	\$500.00
AUG-22-19	Non-Prosecutorial	Call from/with First American Title re: closing on Burton Estates Property; request for quiet title judgment; follow up calls/emails re: same	0:30	\$125.00	\$62.50

Attachment: 2019-08-28 Invoice_409 (4551 : Attorney Billing)

DATE	PROJECT	DESCRIPTION	QTY	RATE	AMOUNT
AUG-22-19	Non-Prosecutorial	Meeting at City/ conference call with FEMA re: Clarice Ave properties; extensive review of Genesee County Register of Deeds (Clarice Avenue) - Need deed from 1982; follow up with City re: same	1:45	\$125.00	\$218.75
AUG-22-19	Non-Prosecutorial	GCROD - Legal Search	1.00	\$7.50	\$7.50
AUG-23-19	Non-Prosecutorial	Correspondence w/ S. Warren; mtg at office; delivery of final docs and severance funds; etc.	1:00	\$125.00	\$125.00
AUG-23-19	Non-Prosecutorial	Rec/rev various emails from Atty Bengston re: Vassar Rd property and foreclosure of same to resolve issue	0:15	\$125.00	\$31.25
AUG-23-19	Non-Prosecutorial	Rec/rev email from Atty Edmonds re: Kacharos property; lawsuit filed to stop demo; etc. Correspondence w/ City re: same; awaiting receipt of suit	0:30	\$125.00	\$62.50
AUG-26-19	Non-Prosecutorial	8/22-8/26: various emails re: Plante Moran SICR draft docs (N/C)	0:00	\$125.00	\$0.00
AUG-26-19	Non-Prosecutorial	Various correspondence w/ VIP holdings/First American Title re: Burton Estates Deed; correspondence w/ City re: same; review files, secure and resend deed from December 2018 to Title Company; follow up re: same	1:00	\$125.00	\$125.00
AUG-26-19	Non-Prosecutorial	Rec/rev email and attached 3 civil infraction tickets from code enforcement re: Buder, Genesee, Whittemore	0:15	\$125.00	\$31.25
AUG-26-19	Non-Prosecutorial	Rec/rev email and attached correspondence, motion for Summary Disposition; Brief in Support; related exhibits; etc. in Karsney matter	0:30	\$125.00	\$62.50
AUG-26-19	Non-Prosecutorial	Finalize file; compose and transmit final letter/closing of matter correspondence to City (Warren Severance agreement)	0:15	\$125.00	\$31.25
AUG-27-19	Non-Prosecutorial	Additional emails from VIP Land Holdings; correspondence and tx w/ City re: same; follow up email w/ V. Castellana re: process	0:30	\$125.00	\$62.50
		Total hours for this invoice	15:45		
		Total amount of this invoice			\$1,976.25

Attachment: 2019-08-28 Invoice_409 (4551 : Attorney Billing)



SCHEDULED

AGENDA ITEM (ID # 4548)

DOC ID: 4548

Approve and authorize the sale of Vacant Lot - S. Center Rd., Parcel No. 59-28-529-035, to give first and final approval for the sale of this improved parcel to Joseph Poma, 175 E. Riverside Dr., Ionia, MI 48846 for the sum of \$1,000.00 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Poma PA - 035 (PDF)

CONDITIONAL PURCHASE AGREEMENT

Conditioned upon City Council Approvals with possible Combination with Adjacent Parcel

Section 11.3 of the Burton City Charter requires the Burton City Council to approve all land sales by an affirmative vote of five of the seven council members. No sale can be finalized without these approvals.

For valuable consideration **THE CITY OF BURTON**, a municipal corporation, of 4303 S. Center Road, Burton, Michigan 48519, as Seller and Joseph W. Poma, ~~husband and wife~~ a single man/~~woman~~, of 175 E. Riverside Dr., Ionia, Michigan 48846 as Purchaser(s), agree to purchase, the following described real property located in the City of Burton, Genesee County, Michigan being legally described as:

Legal Description(s) Lot 44 Supervisors PIAT NO 12
 More commonly known as: Vacant lot - S Center Rd.
 Permanent Parcel #: 59-28-529-035

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

1. PURCHASE PRICE:

The Purchase Price for the above described property shall be \$ 1,000.00 payable in cash or certified funds at closing.

2. DEPOSIT:

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

3. CLOSING:

- a. Purchaser acknowledges that all sales of City owned property must be approved by the Burton City Council. If the Council fails to approve this sale, then and in that event this Agreement will be deemed null and void and Seller shall forthwith return Purchaser's earnest money deposit.
- b. Closing shall take place within fifteen (15) business days of the City Council approval of this sale. At which time Purchaser will pay to Seller the balance of the purchase price in cash or certified funds and Seller shall convey a Covenant Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Covenant Deed.**

4. Supplemental Conditions:

- a. Purchaser acknowledges and stipulates that Purchaser shall be solely responsible for the maintenance of the property from the date of closing forward, this shall include lawn mowing, tree upkeep, junk removal, brush, and any other violations of the City of Burton Ordinances.
- b. Purchaser further acknowledges and stipulates that said maintenance shall be at the sole expense of the Purchaser and Seller shall not bear any liability therefrom.
- c. Purchaser further acknowledges that if they are the adjacent property owner, they must combine the purchased parcel with their principle parcel within 30 days of the date of closing. (as set forth in section 5 of the agreement)

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

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

6. **TITLE:**

- a. Seller has obtained title to the above described property through a Circuit Court Quiet Title Action. Seller does not warrant title. Purchaser is responsible to obtain evidence of satisfactory title. Seller will not provide title insurance.
- b. In the event that Purchaser's title search discloses title defects, Purchaser shall have twenty (20) days from the date of the execution of this Agreement to rescind this transaction by written notification to the City Clerk. Upon termination within the twenty (20) day period, Seller shall return the earnest money deposit to Purchaser and this Agreement shall be null and void.
- c. Seller will convey its interest in the property, which it has obtained by a Genesee County Circuit Court Judgment Quieting Title to Purchaser by Covenant Deed.

7. **CONDITION OF PREMISES:**

Purchaser acknowledges, notwithstanding paragraph 4, above, that the premises is being sold "AS IS" and that Seller has made absolutely no representations to Purchaser regarding the condition of the premises or any personal property which may be located within or upon the premises. There are no warranties of any type, expressed or implied being given by Seller to Purchaser.

8. **TAXES:**

Seller makes no representations regarding the status of either real or personal property taxes pertaining to the property above described. There shall be no proration of taxes as Purchaser shall be solely responsible for all unpaid taxes, assessments, and fees which may or may not be a lien against the premises at the time of closing. In addition to being solely responsible for all taxes, both past due and current, Purchaser is also responsible to pay any tax certification, revenue stamp and recording fees which may be associated with the recording of the deed.

9. **ENTIRE CONTRACT:**

Seller and Purchaser agree that they have read this document, that they understand its terms and agree to be bound thereby, and that there are no other agreements in writing or otherwise between them concerning the subject of this contract, and that this contract embodies the complete and entire agreement between them concerning the subject of this contract.

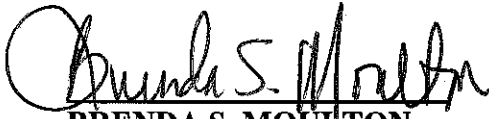
10. BINDING EFFECT:

Seller and Purchaser agree that the covenants and undertakings of this contract shall also bind their heirs, personal representatives, administrators, executors, assigns and successors; and that said covenants and undertakings as expressed herein shall continue to bind the parties subsequent to the final closing.

11. MISCELLANEOUS PROVISIONS:

- a. Each party shall be responsible to pay their respective attorney fees.
- b. All parties acknowledge receipt of a signed copy of this Purchase Agreement.
- c. In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Genesee County Circuit Court Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:**SELLER:****THE CITY OF BURTON**


BRENDA S. MOULTON

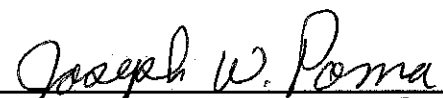
BY: PAULA ZELENKO, MAYOR

DATE

BY: BETTE BIGSBY, ACTING CLERK

DATE

PURCHASER:


***Print Name: Joseph W Poma**
Address: 175 E. Riverside D
Tonia, MI. 48846
Phone: 1616-755-1411

8-23-19
DATE

*** Print Name:**

DATE

Attachment: Poma PA - 035 (4548 : Sale of City-Owned Properties)



SCHEDULED

AGENDA ITEM (ID # 4549)

DOC ID: 4549

Approve and authorize the sale of Vacant Lot - Pine Creek Dr., Parcel No. 59-22-400-017, to give the first of two approvals for the sale of this improved parcel to Joseph Poma, 175 E. Riverside Dr., Ionia, MI 48846 for the sum of \$4,000.00 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Poma PA - 017 (PDF)

CONDITIONAL PURCHASE AGREEMENT

Conditioned upon City Council Approvals with possible Combination with Adjacent Parcel

Section 11.3 of the Burton City Charter requires the Burton City Council to approve all land sales by an affirmative vote of five of the seven council members. No sale can be finalized without these approvals.

For valuable consideration **THE CITY OF BURTON**, a municipal corporation, of 4303 S. Center Road, Burton, Michigan 48519, as Seller and Joseph W. POMA, ~~husband and wife/a single man/woman~~, of 175 E. Riverside Dr. TONIA, Michigan 48846 as Purchaser(s), agree to purchase, the following described real property located in the City of Burton, Genesee County, Michigan being legally described as:

Legal Description(s) See Attached

More commonly known as: Vacant Lot - Pine Creek Dr.

Permanent Parcel #: 59-22-400-017

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

1. PURCHASE PRICE:

The Purchase Price for the above described property shall be \$ 4,000.00 payable in cash or certified funds at closing.

2. DEPOSIT:

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

3. CLOSING:

- a. Purchaser acknowledges that all sales of City owned property must be approved by the Burton City Council. If the Council fails to approve this sale, then and in that event this Agreement will be deemed null and void and Seller shall forthwith return Purchaser's earnest money deposit.
- b. Closing shall take place within fifteen (15) business days of the City Council approval of this sale. At which time Purchaser will pay to Seller the balance of the purchase price in cash or certified funds and Seller shall convey a Covenant Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Covenant Deed.**

4. Supplemental Conditions:

- a. Purchaser acknowledges and stipulates that Purchaser shall be solely responsible for the maintenance of the property from the date of closing forward, this shall include lawn mowing, tree upkeep, junk removal, brush, and any other violations of the City of Burton Ordinances.
- b. Purchaser further acknowledges and stipulates that said maintenance shall be at the sole expense of the Purchaser and Seller shall not bear any liability therefrom.
- c. Purchaser further acknowledges that if they are the adjacent property owner, they must combine the purchased parcel with their principle parcel within 30 days of the date of closing. (as set forth in section 5 of the agreement)

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

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

6. **TITLE:**

- a. Seller has obtained title to the above described property through a Circuit Court Quiet Title Action. Seller does not warrant title. Purchaser is responsible to obtain evidence of satisfactory title. Seller will not provide title insurance.
- b. In the event that Purchaser's title search discloses title defects, Purchaser shall have twenty (20) days from the date of the execution of this Agreement to rescind this transaction by written notification to the City Clerk. Upon termination within the twenty (20) day period, Seller shall return the earnest money deposit to Purchaser and this Agreement shall be null and void.
- c. Seller will convey its interest in the property, which it has obtained by a Genesee County Circuit Court Judgment Quieting Title to Purchaser by Covenant Deed.

7. **CONDITION OF PREMISES:**

Purchaser acknowledges, notwithstanding paragraph 4, above, that the premises is being sold "AS IS" and that Seller has made absolutely no representations to Purchaser regarding the condition of the premises or any personal property which may be located within or upon the premises. There are no warranties of any type, expressed or implied being given by Seller to Purchaser.

8. **TAXES:**

Seller makes no representations regarding the status of either real or personal property taxes pertaining to the property above described. There shall be no proration of taxes as Purchaser shall be solely responsible for all unpaid taxes, assessments, and fees which may or may not be a lien against the premises at the time of closing. In addition to being solely responsible for all taxes, both past due and current, Purchaser is also responsible to pay any tax certification, revenue stamp and recording fees which may be associated with the recording of the deed.

9. **ENTIRE CONTRACT:**

Seller and Purchaser agree that they have read this document, that they understand its terms and agree to be bound thereby, and that there are no other agreements in writing or otherwise between them concerning the subject of this contract, and that this contract embodies the complete and entire agreement between them concerning the subject of this contract.

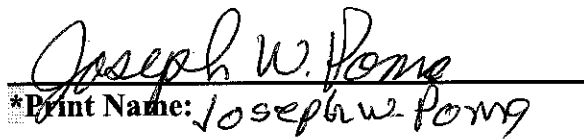
10. BINDING EFFECT:

Seller and Purchaser agree that the covenants and undertakings of this contract shall also bind their heirs, personal representatives, administrators, executors, assigns and successors; and that said covenants and undertakings as expressed herein shall continue to bind the parties subsequent to the final closing.

11. MISCELLANEOUS PROVISIONS:

- a. Each party shall be responsible to pay their respective attorney fees.
- b. All parties acknowledge receipt of a signed copy of this Purchase Agreement.
- c. In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Genesee County Circuit Court Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:**SELLER:
THE CITY OF BURTON**

BRENDA S. MOULTON**BY: PAULA ZELENKO, MAYOR****DATE****BY: BETTE BIGSBY, ACTING CLERK****DATE****PURCHASER:**

***Print Name:** Joseph W. Poma**DATE**

8-23-19

Address: 175 E. Riverside DR

TONIA, MI 48846

Phone: 1-616-755-1411*** Print Name:****DATE**

Attachment: Poma PA - 017 (4549 : Sale of City-Owned Properties)

A PARCEL OF LAND BEG TH S 34 DEG 45 MIN 20 SEC E 572.16 FRO NW COR OF LOT 56 PINE CREEK ESTATES NO 2
TH S 34 DEG 45 MIN 22 SEC E 57.35 FT TH S 62 DEG 28 MIN 33 SEC W 375.13 FT TH N 224.62 FT TH S 89 DEG 12
MIN 30 SEC E 300 FT TO PL OG BEG SEC 22 T7N R7E 1.02 ACRES (04) SPLIT ON 10/14/2003 FROM 59-22-400-001;



SCHEDULED

AGENDA ITEM (ID # 4550)

DOC ID: 4550

Approve and authorize the sale of Vacant Lot - Pine Creek Dr., Parcel No. 59-22-400-016, to give the first of two approvals for the sale of this improved parcel to Joseph Poma, 175 E. Riverside Dr., Ionia, MI 48846 for the sum of \$4,000.00 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Poma PA - 016 (PDF)

CONDITIONAL PURCHASE AGREEMENT

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Legal Description(s) See Attached
 More commonly known as: Vacant lot - Pine Creek Dr.
 Permanent Parcel #: 59-22-400-016

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

1. PURCHASE PRICE:

The Purchase Price for the above described property shall be \$ 4,000.00 payable in cash or certified funds at closing.

2. DEPOSIT:

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

3. CLOSING:

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9. **ENTIRE CONTRACT:**

Seller and Purchaser agree that they have read this document, that they understand its terms and agree to be bound thereby, and that there are no other agreements in writing or otherwise between them concerning the subject of this contract, and that this contract embodies the complete and entire agreement between them concerning the subject of this contract.

10. BINDING EFFECT:

Seller and Purchaser agree that the covenants and undertakings of this contract shall also bind their heirs, personal representatives, administrators, executors, assigns and successors; and that said covenants and undertakings as expressed herein shall continue to bind the parties subsequent to the final closing.

11. MISCELLANEOUS PROVISIONS:

- a. Each party shall be responsible to pay their respective attorney fees.
- b. All parties acknowledge receipt of a signed copy of this Purchase Agreement.
- c. In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Genesee County Circuit Court Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:**SELLER:****THE CITY OF BURTON**

BRENDA S. MOULTON**BY: PAULA ZELENKO, MAYOR****DATE****BY: BETTE BIGSBY, ACTING CLERK****DATE****PURCHASER:**

***Print Name:** Joseph W. Poma**8-23-19**
DATE**Address:** 175 E. Riverside DR

Tonia, MI. 48846

Phone: 1-616-755-1411*** Print Name:****DATE**

Attachment: Poma PA - 016 (4550 : Sale of City-Owned Properties)

A PARCEL OF LAND BEG S 34 DEG 45 MIN 20 SEC E 308.71 FT FROM NW COR OF LOT 56 PINE CREEK ESTATES NO 2 TH S 34 DEG 45 MIN 22 SEC E 263.45 FT TH N 89 DEG 12 MIN 30 SEC W 300 FT TH N 212.30 FT TH E 149.79 FT TO PL OF BEG SEC 22 T7N R7E 1.1 ACRES (04) SPLIT ON 10/14/2003 FROM 59-22-400-001;



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

Meeting: 09/05/19 07:00 PM
Department: Mayor's Office
Category: Resolution
Prepared By: Rik Hayman
Department Head: Rik Hayman

J.5

SCHEDULED

AGENDA ITEM (ID # 4556)

DOC ID: 4556

Approve and Authorize utility fee adjustments as referenced in Chapter 51 of the City of Burton Code of Ordinances (Water) and Chapter 52 of the City of Burton Code of Ordinances (Sewer) in accordance with the attached addendum (Fee Updates19).

ATTACHMENTS:

- Fee Updates19 (XLSX)

Water and Sewer Divisions
(Fee Adjustments Addendum)

1 Fire Hydrant Availability Fee	No charge
2 Inspection charges	
a MDEQ Required	
Commercial Cross Connections	\$29.20/month
Sprinkler System Customers	\$3.88/month
Addt'l External Water Ssource	\$5.66/month
FOG Inspections	\$14.56/month
Re-Inspections	\$ 50.00
b All other inspections	\$ 50.00
3 Final Read/Final Bill	\$ 30.00
4 Turn Off	
a Winter Regulary Scheduled	\$ 25.00
b Other	\$ 85.00
5 Turn On	
a Winter Regulary Scheduled	\$ 25.00
b Other	\$ 85.00
6 Non-responsibility Affidavit Accounts	
a First Year Filing Fee	\$ 75.00
b Each Additional Year Filing Fee	\$ 45.00
c Each Subsequent Tenant Affidavit Processing Fee	\$ 15.00
d Monthly Billing Deposit	\$ 500.00
7 Duplicate invoice at Billing Time	
a Electronic	\$ 0.50
b Paper	\$ 1.00

Attachment: Fee Updates19 (4556 : Fee Schedule Changes)



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

Meeting: 09/05/19 07:00 PM
Department: Controller's Office
Category: Budget
Prepared By: Karen Moffitt
Department Head: Karen Moffitt

J.6

SCHEDULED

AGENDA ITEM (ID # 4557)

DOC ID: 4557

Approve and authorize the following 2019-2020 budget amendment in the General Fund: Increase 1001-1091-977.7089 New Equipment-Election by \$_____ ; Decrease 1001-0000-390.0000 Unappropriated Surplus by \$_____.

ATTACHMENTS:

- BA 4557 (PDF)

INTEROFFICE MEMORANDUM

To: Mayor Paula Zelenko
From: Controller Karen Moffitt
Date: August 28, 2019

Re: Memo of Explanation for
City Council Meeting of 9/5/2019

Madam Mayor:

I am requesting that Council approve a budget amendment within the General Fund Budget as follows: Increase 1001-1091-977.7089 New Equipment-Election by \$ _____; Decrease 1001-0000-390.0000 Unappropriated Surplus by \$ _____.

This budget amendment adds funds to the New Equipment-Election line item to cover the cost of new computers.

Attachment: BA 4557 (4557 : Budget Amendment (Budget #))



SCHEDULED

AGENDA ITEM (ID # 4558)

DOC ID: 4558

Approve and authorize the following 2019-2020 budget amendment in the General Fund: Increase 1001-9099-999.5091 Transfer to Water Fund by \$672,000; Decrease 1001-0000-390.0000 Unappropriated Surplus by \$672,000; and within the Water Fund: Increase 5091-0000-691.1001 Transfer from General Fund by \$672,000 and Increase 5091-0000-390.0000 Unappropriated Surplus by \$672,000.

ATTACHMENTS:

- BA 4558 (PDF)

INTEROFFICE MEMORANDUM

To: Mayor Paula Zelenko
From: Controller Karen Moffitt
Date: August 28, 2019

Re: Memo of Explanation for
City Council Meeting of 9/5/2019

Madam Mayor:

I am requesting that Council approve a budget amendment within the General Fund Budget as follows: Increase 1001-9099-999.5091 Transfer to Water Fund by \$672,000; Decrease 1001-0000-390.0000 Unappropriated Surplus by \$672,000; and within the Water Fund as follows: Increase 5091-0000-691.1001 Transfer from General Fund by \$672,000 and Increase 5091-0000-390.0000 Unappropriated Surplus by \$672,000.

The Water Fund does not have enough cash to make its debt payments totaling \$797,731.50 which are due September 17, 2019 to the Michigan Finance Authority. The cash coming in to the fund appears to be only covering operating costs. The cash shortfall after making the debt payments is estimated at \$671,601.64. We are requesting that the General Fund transfer \$672,000 to the Water Fund to cover the cash shortfall. Depending on the implications of the rate and fee increases to cash, this amount may need to be adjusted before fiscal year end.

Attachment: BA 4558 (4558 : Budget Amendment (Budget #))

08/30/2019 12:34 PM

User: moffittk

DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page: 8/11

PERIOD ENDING 08/31/2019

% Fiscal Year Completed: 16.94

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

GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 08/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 08/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BD US
Fund 1001 - GENERAL FUND						
Expenditures						
1001-8005-828.0000	MEMBERSHIP & DUES	100.00	92.50	92.50	7.50	92.5
1001-8005-864.0000	TRAINING	2,000.00	0.00	0.00	2,000.00	0.0
1001-8005-900.0000	NOTICES	1,000.00	126.90	126.90	873.10	12.6
Total Dept 8005 - ZONING		73,000.00	9,530.84	4,477.31	63,469.16	13.0
Dept 8090 - CONTINGENCY						
1001-8090-957.7890	CONTINGENCY-SURPLUS	0.00	0.00	0.00	0.00	0.0
Total Dept 8090 - CONTINGENCY		0.00	0.00	0.00	0.00	0.0
Dept 9001 - CAPITAL OUTLAY						
1001-9001-974.0000	RESURFACE DPW PARKING LOT	60,000.00	0.00	0.00	60,000.00	0.0
Total Dept 9001 - CAPITAL OUTLAY		60,000.00	0.00	0.00	60,000.00	0.0
Dept 9099 - TRANSFERS OUT						
1001-9099-957.7890	CONTINGENCY-SURPLUS	0.00	0.00	0.00	0.00	0.0
1001-9099-999.2002	TRANSFER TO MAJOR STREETS	0.00	0.00	0.00	0.00	0.0
1001-9099-999.2003	TRANSFER TO LOCAL STREETS	30,000.00	0.00	0.00	30,000.00	0.0
1001-9099-999.2006	TRANSFER TO FIRE DEPARTMENT FUND	879,200.00	0.00	0.00	879,200.00	0.0
1001-9099-999.2007	TRANSFER TO POLICE FUND	252,000.00	0.00	0.00	252,000.00	0.0
1001-9099-999.2049	TRANSFER TO BUILDING FUND	0.00	0.00	0.00	0.00	0.0
1001-9099-999.2069	TRANSFER TO SENIOR CITIZENS FUND	180,000.00	0.00	0.00	180,000.00	0.0
1001-9099-999.4001	TRANSFER TO CAPITAL IMPROV.	0.00	0.00	0.00	0.00	0.0
1001-9099-999.4146	TRANSFER TO AMY ST. PAVING CAP PROJECT	0.00	0.00	0.00	0.00	0.0
1001-9099-999.5091	TRANSFER TO WATER FUND	0.00	0.00	0.00	0.00	0.0
1001-9099-999.7094	TRANSFER TO OTHER FUNDS	165,000.00	0.00	0.00	165,000.00	0.0
Total Dept 9099 - TRANSFERS OUT		1,506,200.00	0.00	0.00	1,506,200.00	0.0
TOTAL EXPENDITURES		5,838,900.00	330,560.77	127,196.21	5,508,339.23	5.6
Fund 1001 - GENERAL FUND:						
TOTAL REVENUES		6,185,900.00	1,009,611.08	485,806.71	5,176,288.92	16.3
TOTAL EXPENDITURES		5,838,900.00	330,560.77	127,196.21	5,508,339.23	5.6
NET OF REVENUES & EXPENDITURES		347,000.00	679,050.31	358,610.50	(332,050.31)	195.6
BEG. FUND BALANCE		1,592,334.92	1,592,334.92			
NET OF REVENUES/EXPENDITURES - 2018-19			(291,160.35)		(291,160.35)	
END FUND BALANCE		1,939,334.92	1,980,224.88			

+ 672,000

Attachment: BA 4558 : Budget Amendment (Budget #)

08/30/2019 12:34 PM

User: moffittk

DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page: 9/11

PERIOD ENDING 08/31/2019

% Fiscal Year Completed: 16.94

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

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BD
		AMENDED BUDGET	08/31/2019	MONTH 08/31/2019	BALANCE	
Fund 5091 - WATER DEPARTMENT						
Revenues						
Dept 0000						
5091-0000-403.0000	SPECIAL ASSESSMENT REVENUE	0.00	0.00	0.00	0.00	0.0
5091-0000-539.0004	DISADV COMMUNITY GRANT (DWRP)	0.00	0.00	0.00	0.00	0.0
5091-0000-539.0010	STATE OF MICHIGAN EMERGENCY FLINT H2O	0.00	0.00	0.00	0.00	0.0
5091-0000-539.2016	DWRP #2 GRANT REVENUE	0.00	0.00	0.00	0.00	0.0
5091-0000-539.2017	DWRP #3 GRANT REVENUE	0.00	0.00	0.00	0.00	0.0
5091-0000-539.2018	DWRP #4 GRANT REVENUE	0.00	0.00	0.00	0.00	0.0
5091-0000-539.2019	DWRP #5 GRANT REVENUE	0.00	0.00	0.00	0.00	0.0
5091-0000-610.0000	CITY TAP-IN FEES	75,000.00	3,250.00	3,000.00	71,750.00	4.3
5091-0000-610.0625	FRONT FOOT FEE REVENUE	3,000.00	420.00	0.00	2,580.00	14.0
5091-0000-610.1000	CAPITAL CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.0
5091-0000-611.0000	USAGE FEES	5,750,000.00	924,927.02	473,629.15	4,825,072.98	16.0
5091-0000-625.0000	INSPECTION & APPROVAL FEES	45,000.00	2,695.21	915.00	42,304.79	5.9
5091-0000-629.0000	LABOR CHARGES	0.00	0.00	0.00	0.00	0.0
5091-0000-631.0000	SERVICE CHARGES	58,000.00	13,455.07	6,007.03	44,544.93	23.2
5091-0000-632.0000	WATER TURN ON/SHUT OFF REVENUE	50,000.00	8,960.00	3,720.00	41,040.00	17.9
5091-0000-648.0000	EQUIPMENT RENTAL SALES	0.00	0.00	0.00	0.00	0.0
5091-0000-649.0000	MATERIAL, REPAIRS & MAINTENANCE	40,000.00	4,689.22	2,302.87	35,310.78	11.7
5091-0000-661.0000	LATE CHARGES	194,000.00	22,470.14	7,027.33	171,529.86	11.5
5091-0000-666.0000	INTEREST INCOME	10,300.00	0.00	0.00	10,300.00	0.0
5091-0000-667.0000	TAP IN INTEREST	800.00	0.00	0.00	800.00	0.0
5091-0000-669.0000	INVESTMENT GAINS AND LOSSES	0.00	0.00	0.00	0.00	0.0
5091-0000-673.0000	SALE OF ASSETS	0.00	0.00	0.00	0.00	0.0
5091-0000-675.0000	REFUNDS & REBATES	2,000.00	1,745.77	1,745.77	254.23	87.2
5091-0000-678.0000	REIMBURSEMENT INCOME	4,000.00	8,013.40	0.00	(4,013.40)	200.3
5091-0000-691.0651	COMMUNITY DEVELOPMENT BLOCK GRANT REV	0.00	0.00	0.00	0.00	0.0
5091-0000-691.1001	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.0
5091-0000-691.3136	TRANSFER IN FROM TRAIL RIDGE WATER	0.00	0.00	0.00	0.00	0.0
5091-0000-691.7094	TRANSFERS FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.0
5091-0000-693.0001	GAIN ON SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.0
5091-0000-694.0000	MISCELLANEOUS	1,500.00	0.00	0.00	1,500.00	0.0
5091-0000-694.0002	FIRE HYDRANT METER DEPOSIT REVENUE	3,000.00	1,000.00	0.00	2,000.00	33.3
5091-0000-699.0000	CONTINGENCY	0.00	0.00	0.00	0.00	0.0
Total Dept 0000		6,236,600.00	991,625.83	498,347.15	5,244,974.17	15.9
TOTAL REVENUES		6,236,600.00	991,625.83	498,347.15	5,244,974.17	15.9
Expenditures						
Dept 0000						
5091-0000-717.0000	RETIREMENT - MERS ACTIVE	0.00	0.00	0.00	0.00	0.0
5091-0000-718.0000	RETIREMENT - MERS RETIREES	0.00	6.96	6.96	(6.96)	100.0
5091-0000-719.0000	Payroll Fringes	0.00	16.80	16.80	(16.80)	100.0
5091-0000-925.0000	LOSS ON SALE OF ASSETS	0.00	0.00	0.00	0.00	0.0
Total Dept 0000		0.00	23.76	23.76	(23.76)	100.0
Dept 4090 - CONTINGENCY						
5091-4090-957.0030	SPECIAL ASSESSMENTS CITY OWNED TX BILL	0.00	0.00	0.00		

+672,000

Attachment: BA 4558 : Budget Amendment (Budget #)

8/5/2019

BURTON CITY/GENESEE

Michigan Finance Authority State Revolving Funds

Mr. Robert Slattery Jr.,
City of Burton
4093 Manor Drive

Burton, MI 48519
Phone: (810) 742-9230 Ext: 301 Fax: (810) 742-8015
Email: r.slattery@burtonmi.gov

INVOICE

<u>Due Date</u>	<u>Project Number</u>	<u>ID</u>	<u>Loan Commitment</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/24/2019	5613-01/Final	CW	\$7,512,435.00	\$310,000.00	\$86,342.94	\$396,342.94
09/24/2019	7388-01/Final	DW DWRF 1	\$5,973,892.00	\$260,000.00	\$62,548.65	\$322,548.65
09/24/2019	7397-01*/Final	DW DWRF 2	\$3,986,437.00	\$170,000.00	\$43,812.50	\$213,812.50
09/24/2019	7398-01*/Final	DW DWRF 3	\$3,488,711.00	\$85,000.00	\$41,608.89	\$126,608.89
09/24/2019	7399-01*	DW DWRF 4	\$3,395,000.00	\$80,000.00	\$36,709.74	\$116,709.74
09/24/2019	7400-01*	DW DWRF 5	\$2,190,000.00	\$0.00	\$18,051.72	\$18,051.72

797,731.5

Below please find three methods of payment to the Michigan Finance Authority

Preferred Method of Payment

Payment via Federal Wire Transfer for ALL Loan Types:

WIRE transfers MUST be initiated by 10:00 a.m. on

09/24/2019 and sent to:

The Bank of New York Mellon, N.A.

ABA: 021-000-018

A/C: 3919348400

Reference: 2786-MFA

Please note, the Reference information must be included on the wire transfer.

Payment via ACH Transfer for ALL Loan Types:

To allow for processing time ACH transfers MUST

be initiated by 09/20/2019 and sent to:

The Bank of New York Mellon, N.A.

ABA: 021-000-018

A/C: 8900626003

Reference: 2786-MFA

Please note, the Reference information must be included on the ACH transfer.

Payment By Check For ALL Loan Types

To allow for processing time checks must be RECEIVED by 9/17/2019 .

For proper credit please include a copy of this invoice and note the reference 2786-MFA on the check. Please mail your payment to:

The Bank of New York Mellon, N.A.

ATTN: Pooled Finance Unit - Robert Ferenchik

10161 Centurion Parkway N.

Jacksonville, FL 32256

Attachment: BA 4558 : Budget Amendment (Budget #))

PERIOD ENDING 08/31/2019

GL NUMBER	DESCRIPTION	BALANCE	2019-20	END BALAN
		08/31/2018	AMENDED BUDGET	08/31/20
		NORMAL (ABNORMAL)		NORMAL (ABNORMA
Fund 5091 - WATER DEPARTMENT				
Assets				
5091-0000-001.0000	CASH	(2,006,736.57)		(1,215,984.8
5091-0000-001.0002	CREDIT CARDS ENTERED VIA CASH RECEIPTS	99,857.39		67,849.9
5091-0000-003.0893	M.M.I. SAVINGS #235001538489	22,678.81		0.0
5091-0000-003.0894	ELGA LEGACY SAVINGS FUND	1,467,468.58		476,533.2
5091-0000-011.0000	WATER PARTS INVENTORY	141,283.36		142,109.2
5091-0000-017.0000	WATER CASH ON HAND	400.00		400.0
5091-0000-030.0000	ALLOWANCE FOR UNCOLLECTIBLE ACCOUNTS	(66,915.48)		(66,915.4
5091-0000-040.0000	ACCOUNTS RECEIVABLE	618,591.22		687,098.0
5091-0000-040.0005	ACCOUNTS RECEIVABLE SENT TO COLLECTIONS	7,012.26		7,012.2
5091-0000-040.0022	ACCOUNTS RECEIVABLE-MISC INVOI	23,909.39		29,617.5
5091-0000-040.0024	GRANTS RECEIVABLE/DUE FROM GOVT	456,657.73		162,468.6
5091-0000-040.0025	FRONT FOOT FEE RECEIVABLE	2,676.69		4,014.6
5091-0000-040.0028	WATER ACCOUNTS RECEIVABLE-OTHE	1,109,249.83		1,109,249.8
5091-0000-040.0029	NEW WATER SERVICE	3,675.65		4,313.1
5091-0000-040.0030	DUE IN FROM TX COLLECTION (MR/UB)	47,509.00		21,519.0
5091-0000-040.0258	MAPLEPOINT 7 S/A RECEIVABLE	(3,969.75)		(3,969.7
5091-0000-040.0266	PINECREEK 1 S/A RECEIVABLE	12,298.80		10,761.4
5091-0000-040.0269	MAPLEWOOD MEADOWS 1 S/A REC	(11,140.49)		(11,140.4
5091-0000-040.0270	PINECREEK 2 S/A RECEIVABLE	39,482.30		39,482.3
5091-0000-040.0271	MAPLEWOOD MEADOWS 2 S/A REC	7,291.03		7,291.0
5091-0000-040.0274	RIZZO INDUSTRIAL PARK S/A REC	15,941.33		15,941.3
5091-0000-044.0000	EQUIPMENT	157,495.05		166,495.0
5091-0000-048.0000	LAND/INFRASTRUCTURE IMPROVEMENTS	42,982,525.46		42,987,735.4
5091-0000-051.0000	RESERVE FOR DEPRECIATION	(9,214,161.30)		(9,214,161.3
5091-0000-067.1001	DUE GENERAL FUND	0.00		(45,858.8
5091-0000-158.2018	CIP-DWRF #4	0.00		(38.2
5091-0000-158.2019	CIP-DWRF #5	1,000,764.75		2,854,098.8
5091-0000-180.0000	DEFERRED OUTFLOWS-PENSION	121,624.00		121,624.0
5091-0000-180.0002	DEFERRED OUTFLOWS-OPEB	97,749.00		97,749.0
TOTAL ASSETS		37,133,218.04		38,455,295.3
Liabilities				
5091-0000-202.0000	ACCOUNTS PAYABLE	485,629.17		0.0
5091-0000-241.2012	DUE TO OTHERS - DEPOSITS	47,235.00		54,001.6
5091-0000-250.0000	CURRENT PORTION OF LONG TERM DEBT	762,500.00		0.0
5091-0000-257.0000	ACCRUED PAYROLL	12,679.58		9,705.4
5091-0000-258.0000	OPEB LIABILITY	1,033,242.00		1,033,242.0
5091-0000-264.0001	ACCRUED INTEREST PAYABLE	97,145.00		0.0
5091-0000-300.0000	2011 REVENUE BONDS REFUNDING PAYABLE	165,000.00		165,000.0
5091-0000-300.2011	FENTON RD. WATER MAIN	307,500.00		307,500.0
5091-0000-300.2014	DWRF #1 LIABILITY	4,753,892.00		4,743,892.0
5091-0000-300.2016	DWRF #2 LIABILITY	3,340,000.00		3,335,000.0
5091-0000-300.2017	DWRF #3 LIABILITY	3,271,050.00		3,243,711.0
5091-0000-300.2018	DWRF #4 LIABILITY	3,024,247.69		3,019,247.6
5091-0000-300.2019	DWRF #5 LIABILITY	0.00		1,829,442.0
5091-0000-339.0001	DEFERRED INFLOWS-PENSION	135,365.00		135,365.0
5091-0000-339.0002	DEFERRED INFLOWS-OPEB	17,607.00		17,607.0
5091-0000-344.0001	NET PENSION LIABILITY	1,791,651.00		1,791,651.0
5091-0000-389.0591	ACCRUED SICK/PERS/VAC BENEFITS	17,455.06		17,455.0
TOTAL LIABILITIES		19,262,198.50		19,702,819.8
Fund Equity				
5091-0000-390.0000	FUND BALANCE - UNASSIGNED	666,247.09		666,247.0
5091-0000-392.0000	NET POSITION RESTRICTED	139,000.00		139,000.0
5091-0000-399.0000	INVESTMENT IN GENERAL FIXED ASSETS	16,102,153.00		16,102,153.0
TOTAL FUND EQUITY		16,907,400.09		16,907,400.0
Revenues				
5091-0000-539.2019	DWRF #5 GRANT REVENUE	188,841.00	0.00	0.0
5091-0000-610.0000	CITY TAP-IN FEES	91,500.00	75,000.00	3,250.0
5091-0000-610.0625	FRONT FOOT FEE REVENUE	0.00	3,000.00	420.0
5091-0000-611.0000	USAGE FEES	1,461,952.91	5,750,000.00	924,927.0
5091-0000-625.0000	INSPECTION & APPROVAL FEES	30,701.00	45,000.00	2,695.2
5091-0000-631.0000	SERVICE CHARGES	7,394.77	58,000.00	13,455.0
5091-0000-632.0000	WATER TURN ON/SHUT OFF REVENUE	8,680.00	50,000.00	8,960.0
5091-0000-649.0000	MATERIAL, REPAIRS & MAINTENANCE	3,654.23	40,000.00	4,689.2
5091-0000-661.0000	LATE CHARGES	24,017.48	194,000.00	22,470.1
5091-0000-666.0000	INTEREST INCOME	0.00	10,300.00	0.0
5091-0000-667.0000	TAP IN INTEREST	2.06	800.00	0.00
5091-0000-675.0000	REFUNDS & REBATES	0.00	2,000.00	1,745.77
5091-0000-678.0000	REIMBURSEMENT INCOME	0.00	4,000.00	

(671,601.64)
CASH
BALANCE

Attachment: BA 4558 (4558 : Budget Amendment (Budget #))



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

Meeting: 09/05/19 07:00 PM
Department: Department of Public Works
Category: Ordinance
Prepared By: Amber Abbey
Department Head: Bette Bigsby

K.1

SCHEDULED

AGENDA ITEM (ID # 4533)

DOC ID: 4533

Approve and authorize the first reading of amended Ordinance 157. An ordinance to amend Chapter 157, the Zoning Ordinance, of the Code of Ordinances of the City of Burton to regulate Commercial Marijuana Establishments (recreational marijuana)

ATTACHMENTS:

- Rec Marijuana Ordinance.Draft2 (PDF)

CITY OF BURTON
GENESEE COUNTY, MICHIGAN

ORDINANCE NO. 2019- -157

AN ORDINANCE TO AMEND CHAPTER 157, the ZONING
ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY
OF BURTON TO REGULATE MARIJUANA
ESTABLISHMENTS (RECREATIONAL MARIJUANA)

THE CITY OF BURTON ORDAINS:

SECTION I

Section 157.006 of Chapter 157 of the Code of ordinances of the City of Burton shall be amended by the addition of the following:

§157.006 DEFINITIONS.

DESIGNATED CONSUMPTION ESTABLISHMENT means a commercial space that is licensed by the State of Michigan and City of Burton and authorized to permit adults 21 years of age and older to consume marijuana products at the location indicated on the State and City license. An establishment that allows consumption of marijuana products on the premises of a non-residential location and charges a fee for entry, sells good or services while individuals are consuming on the premises, or requires membership for entry shall acquire a designated consumption establishment license.

LOCATIONAL LIMITATIONS when determining the distance requirements of any commercial medical marijuana transaction facility and/or marijuana establishment the term “within” shall mean as measured from property line to property line.

MARIJUANA ESTABLISHMENT means a marijuana grower, marijuana safety compliance facility, marijuana processor, marijuana microbusiness, marijuana retailer, marijuana secure transporter, marijuana designated consumption establishment, or any other type of marijuana-related business licensed by the State of Michigan.

MARIJUANA GROWER means a person licensed to cultivate marijuana and sell or otherwise transfer marijuana to marijuana establishments. Shall include a State licensed Excess Marijuana Grower.

MARIJUANA MICROBUSINESS means a person licensed to cultivate not more than 150 marijuana plants; process and package marijuana; and sell or otherwise transfer marijuana to individuals who are 21 years of age or older or to a marijuana safety compliance facility, but not to other marijuana establishments.

MARIJUANA PROCESSOR means a person licensed to obtain marijuana from marijuana establishments; process and package marijuana; and sell or otherwise transfer marijuana to marijuana establishments.

MARIJUANA RETAILER means a person licensed to obtain marijuana from marijuana establishments and to sell or otherwise transfer marijuana to marijuana establishments and to individuals who are 21 years of age or older.

MARIJUANA SECURE TRANSPORTER means a person licensed to obtain marijuana from marijuana establishments in order to transport marijuana to marijuana establishments.

MARIJUANA SAFETY COMPLIANCE FACILITY means a person licensed to test marijuana, including certification for potency and the presence of contaminants.

TEMPORARY MARIJUANA EVENT means a State license with Zoning Board of Appeals approval held by a marijuana event organizer for an event where the onsite sale or consumption of marijuana products, or both, are authorized at the location indicated on the State and City license during the dates indicated on the State and City license.

SECTION II

Section 157.043 of Chapter 157 of the Code of Ordinances of the City of Burton shall be amended by the addition of the following:

§ 157.043 GENERAL BUSINESS DISTRICT, C-2

(C)(10) Marijuana Retailer

(A) Shall be subject to all requirements as set forth in section 157.092 of this Code for site plan review provided that the marijuana retailer shall not be permitted within the locational limitations as follows:

1. Within five hundred (500) feet of any other commercial medical marijuana transaction facility and/or marijuana establishment;
2. Within two hundred (200) feet of a residential district or use;
3. Within one thousand (1000) feet of any school, nursery, licensed day care center or other building used for the care or instruction of children under 18 years of age;
4. Within one thousand (1000) feet of any church, house of worship or other religious facility or institution; and
5. Within one thousand (1000) feet of any public or municipal park.

(B) While subject to all other requirements of this Ordinance, it is not the intention of the City of Burton to require an additional special use approval for the marijuana establishment if the Planning Commission has already approved a special use for a medical marijuana provisioning center and said provisioning center has been operating under that approval with a State of Michigan approved license.

(C)(11) Designated Consumption Establishment Shall be subject to all requirements as set forth in section 157.092 of this Code for site plan review provided that the marijuana designated consumption establishment shall not be permitted within the locational limitations as follows:

1. Within five hundred (500) feet of any other commercial medical marijuana transaction facility and/or marijuana establishment;
2. Within five hundred (500) feet of a residential district or use;
3. Within one thousand (1000) feet of any school, nursery, licensed day care center or other building used for the care or instruction of children under 18 years of age;
4. Within one thousand (1000) feet of any church, house of worship or other religious facility or institution; and
5. Within one thousand (1000) feet of any public or municipal park.

SECTION III

Section 157.046 of Chapter 157 of the Code of Ordinances of the City of Burton, shall be amended by the removal and addition of the following:

§157.046 LIGHT INDUSTRIAL DISTRICT, M-1.

(B) (10) Marijuana Retailer Shall be subject to all requirements as set forth in section 157.092 of this Code for site plan review provided that the marijuana retailer shall not be permitted within the locational limitations as follows:

(a) within five hundred (500) feet of any other commercial medical marijuana transaction facility and/or marijuana establishment; if the same applicant has one parcel of land in which they have the ability to co-locate a provisioning center/retailer, a grow facility/grower and/or processing center/processor, there may be an exception given to permit these uses on that one parcel of land. Each facility will provide separate applications and will be given separate consideration along with individual annual fees.

(b) Within two hundred (200) feet of a residential district Or use;

(c) Within one thousand (1000) feet of any school, nursery, licensed day care center or other building used for the care or instruction of children under 18 years of age;

(d) Within one thousand (1000) feet of any church, house of worship or other religious facility or institution; and

(e) Within one thousand (1000) feet of any public or municipal park.

(B) (11) Marijuana Microbusiness Shall be subject to all requirements as set forth in section 157.092 of this Code for site plan review provided that the marijuana microbusiness shall not be permitted within the locational limitations as follows::

(a) Within five hundred (500) feet of any other commercial medical marijuana transaction facility and/or marijuana establishment;

(b) Within two hundred (200) feet of a residential district Or use;

(c) Within one thousand (1000) feet of any school, nursery, licensed day care center or other building used for the care or instruction of children under 18 years of age;

(d) Within one thousand (1000) feet of any church, house of worship or other religious facility or institution; and

(e) Within one thousand (1000) feet of any public or municipal park.

(B)(12) Marijuana Grower Shall be subject to all requirements as set forth in section 157.092 of this Code for site plan review provided that the marijuana grower shall not be permitted within the locational limitations as follows::

(a) within five hundred (500) feet of any other commercial medical marijuana transaction facility and/or marijuana establishment; if the same applicant has one parcel of land in which they have the ability to co-locate a provisioning center/retailer, a grow facility/grower and/or processing center/processor, there may be an exception given to permit these uses on that one parcel of land. Each facility will provide separate applications and will be given separate consideration along with individual annual fees.

(b) Within two hundred (200) feet of a residential district Or use;

(c) Within one thousand (1000) feet of any school, nursery, licensed day care center or other building used for the care or instruction of children under 18 years of age;

(d) Within one thousand (1000) feet of any church, house of worship or other religious facility or institution; and

- (e) Within one thousand (1000) feet of any public or municipal park.

(B)(13) Marijuana Processor: Shall be subject to all requirements as set forth in section 157.092 of this Code for site plan review provided that the marijuana processor shall not be permitted within the locational limitations as follows:

(a) within five hundred (500) feet of any other commercial medical marijuana transaction facility and/or marijuana establishment; if the same applicant has one parcel of land in which they have the ability to co-locate a provisioning center/retailer, a grow facility/grower and/or processing center/processor, there may be an exception given to permit these uses on that one parcel of land. Each facility will provide separate applications and will be given separate consideration along with individual annual fees.

(b) Within two hundred (200) feet of a residential district Or use;

(c) Within one thousand (1000) feet of any school, nursery, licensed day care center or other building used for the care or instruction of children under 18 years of age;

(d) Within one thousand (1000) feet of any church, house of worship or other religious facility or institution; and

(e) Within one thousand (1000) feet of any public or municipal park.

(B)(14) Marijuana Safety Compliance Facility: Shall be subject to all requirements as set forth in section 157.092 of this Code for site plan review provided that the safety compliance facility shall not be permitted within the locational limitations as follows:

(a) Within five hundred (500) feet of any other commercial medical marijuana transaction facility and/or marijuana establishment;

(b) Within two hundred (200) feet of a residential district or use;

(c) Within one thousand (1000) feet of any school, nursery, licensed day care center or other building used for the care or instruction of children under 18 years of age;

(d) Within one thousand (1000) feet of any church, house of worship or other religious facility or institution; and

(e) Within one thousand (1000) feet of any public or municipal park.

(B)(15) Marijuana Secure Transporter: Shall be subject to all requirements as set forth in section 157.092 of this Code for site plan review provided that the secure transporter facility shall not be permitted within the locational limitations as follows:

(a) Within five hundred (500) feet of any other commercial medical marijuana transaction facility and/or marijuana establishment;

(b) Within two hundred (200) feet of a residential district or use;

(c) Within one thousand (1000) feet of any school, nursery, licensed day care center or other building used for the care or instruction of children under 18 years of age;

(d) Within one thousand (1000) feet of any church, house of worship or other religious facility or institution; and

(e) Within one thousand (1000) feet of any public or municipal park.

(B)(16) Designated Consumption Establishment Shall be subject to all requirements as set forth in section 157.092 of this Code for site plan review provided that the marijuana designated consumption establishment shall not be permitted within the locational limitations as follows:

1. Within five hundred (500) feet of any other commercial medical marijuana transaction facility and/or marijuana establishment;

2. Within five hundred (500) feet of a residential district or use;

3. Within one thousand (1000) feet of any school, nursery, licensed day care center or other building used for the care or instruction of children under 18 years of age;
4. Within one thousand (1000) feet of any church, house of worship or other religious facility or institution; and
5. Within one thousand (1000) feet of any public or municipal park.

SECTION IV

Chapter 157 of the Code of Ordinances of the City of Burton shall be amended by the addition of Section 157.101 to provide as follows:

§157.101 MARIJUANA ESTABLISHMENTS

It is the intent of this section to regulate any marijuana establishments by the following requirements:

(A) Operational Limitations.

(1) A marijuana establishments shall only operate between 8:00 a.m. and 8:00 p.m. Monday through Saturday and 12:00 noon and 6:00 p.m. Sunday.

(2) A marijuana establishments shall comply at all times with each and every provision of the State of Michigan, Michigan Regulation and Taxation of Marihuana Act (MRTMA)

(3) Any permitted activities conducted by a marijuana establishments must be done inside a fully enclosed structure or building that is kept secured with locks to prevent unintended or uninvited access.

(4) Persons under the age of twenty one (21) years of age are not permitted to be on the property of any marijuana establishments unless they possess a valid Medical Marijuana Registry Card issued by the State of Michigan or other state and the marijuana establishments is co-located with an approved medical marijuana transaction facility.

(5) Advertising and/or marketing for a marijuana establishments, viewed from the exterior, shall not appeal to or have the effect of appealing to minors, this shall include but is not limited to signage, flyers, banners, etc. as permitted in Chapter 153.10 of the City Code of Ordinances.

(6) Any owners and/or operators of any marijuana establishments who violates these sections shall be liable for all costs associated with the investigation, prosecution and enforcement of that violation.

(7) Unless otherwise permitted through co-location with another commercial medical marijuana transaction facility and/or marijuana establishment, no license will be approved on a property that has any other approved uses.

(B) Site Plan Requirements.

(1) Any person who wished to operate any marijuana establishments shall submit an application for site plan review to the City of Burton as set forth in Section 157.092, consistent with the zoning of the property, showing required locational limitations as set forth in Section 157.043(C)(10), Section 157.046 (B)(10) (B)(11), (B)(12), (B)(13), (B)(14), and (B)(15) as they apply, shall pay a nonrefundable fee as shall be established, and from time to time be amended by resolution of the Burton City Council, and which shall include the following:

- (a) Security system details which shall include, at the minimum, audible and silent alarms and video surveillance cameras.

(b) Details regarding the building electrical system, power demands of specialized lighting and other necessary equipment, and method proposed to prevent excessive heat build-up and risk of fire within the building.

(c) Ventilation equipment details, including fresh air intake and filtration of exhaust air to prevent offensive odors from leaving the site.

(d) Proposed methods for controlling insects within the building and preventing insects from becoming a nuisance or health hazard, off the site.

(e) A description of the operation of the commercial marijuana establishments in sufficient detail to permit the City to determine if the operation, as described would be lawful and fully compliant with The Michigan Regulation and Taxation of Marihuana Act (MRTMA)

(2) Once the application is approved and within 30 days, the applicant must then submit any further documentation necessary to receive a certificate of occupancy which shall include but is not limited to building permits, inspections, and audits as deemed necessary by the Department of Public Works. At this time the applicant must also pay an annual, nonrefundable license fee as shall be established, and from time to time be amended by resolution of the Burton City Council.

(3) Annual renewal of the application is required for any marijuana establishments and must comply with 157.101 (D).

(4) All applicants must provide a copy of the State of Michigan approved operating license before certificate of occupancy can be issued.

(5) Any change of ownership of the property and/or facility or change of use will be considered a new application for all purposes of this ordinance, with the exception of 157.101 (E). In the case in which the existing facility has not vacated the new application will be secured from any new locational limitation.

(6) A licensed Marijuana establishment shall maintain a clearly legible sign, not less than 18" x 24" in size, and white background with black lettering in color, reading "No Loitering" at or near each public entrance. The sign shall also display the Ordinance number as the following design:

NO LOITERING

Ordinance 144.08(B)(1)(c)

(C) Periodic Inspections. Prior to the start of operations all marijuana establishments shall submit and allow authorized City zoning and building inspection and/or law enforcement personnel to make unannounced, periodic inspections for purposes of verifying compliance with all requirements of this Ordinance and Section, and any reasonable conditions placed upon any special land use approval. Once operations begin, all marijuana establishments shall submit and allow authorized City zoning and building inspection and/or law enforcement personnel to make inspections in accordance with applicable codes.

(D) Annual Renewal. A marijuana establishment approval shall be issued for a 1-year period and is renewable annually.

(1) Except as set forth in this Ordinance, the Department of Public Works shall renew a license if all of the following requirements are met:

(a) The applicant submits a renewal application provided by the City of Burton and pay the an annual, nonrefundable license fee as shall be established, and from time to time be amended by resolution of the Burton City Council; and

(b) The application is received by the City on or before the expiration date of the current approval.

(2) It is the sole responsibility of the applicant to apply for renewal prior to the expiration. Upon or after the date of expiration the City of Burton shall notify the applicant at the last known address on file advising them they have 30 days to apply for renewal and pay any applicable late fees and the annual non-refundable fee. Failure to renew 30 days from date noticed mailed will revoke the establishment's certificate of occupancy and require any future application to be considered new.

(3) Renewal shall be considered 1-year from the date in which the annual fee is paid.

(4) In its decision on an application for renewal, the City of Burton shall consider any input from the building official, code enforcement officer, fire department and/or police department.

(E) Securing locational limitations. Applications are considered on a first come basis for purpose of required locational limitations as set forth in Section in Section 157.043(C)(10) and (C)(11) Section 157.046 (B)(10) (B)(11), (B)(12), (B)(13), (B)(14), (B)(15) and (B)(16). Consideration is only taken when the complete application is submitted to the City of Burton and any required fees are paid in full. Consideration may be taken when there is a pending application to the Zoning Board of Appeals or Planning Commission, as appropriate. Application for a State operating license does not secure any position for locational limitations.

(F) Special Consideration for Temporary Marijuana Event permits.

(1) It shall be unlawful on commercial or industrial property, without first obtaining a permit from the city's Zoning Board of Appeals, for any person or firm to conduct or to take part in, or for the landowner of any private land to permit upon his or her land, an establishment that allows consumption of marijuana products on the premises of a non-residential location and charges a fee for entry, sells good or services while individuals are consuming on the premises, or requires membership for entry shall acquire a temporary marijuana event license.

(2) Any cease of operations order issued under the provisions of this ordinance will include a penalty in an amount as established by resolution of the City Council.

(3) Permit for any of these activities shall be known as a "Temporary Marijuana Event Permits".

(4) All applications for an Temporary Marijuana Event permits under this ordinance shall conform to the requirements set forth in the city's zoning ordinance, [Chapter 157](#) of this code, as amended, for applications to the Zoning Board of Appeals, including form, signatures, and notice requirements, and to the rules and regulations of the Board of Appeals relating thereto. Applications must include the following:

(a) The address of the location where the temporary marijuana event will be held.

(b) The name of the temporary marijuana event.

(c) A diagram of the physical layout of the temporary marijuana event. The diagram shall clearly indicate all of the following:

1. Where the temporary marijuana event will be taking place on the location grounds.

2. All entrances and exits that will be used by participants during the event.
 3. All marijuana consumption areas.
 4. All marijuana retail areas where marijuana products will be sold.
 5. Where marijuana waste will be stored.
- (d) The dates and hours of operation for which the temporary marijuana event permit is being sought.

(5) Any permits issued by the Zoning Board of Appeals shall only be issued for a single day or up to 7 consecutive days. No temporary marijuana event permit will be issued for more than 7 days.

(6) The applicant must secure approval from the Zoning Board of Appeals before a written attestation will be authorized to the State of Michigan. It is the applicant's sole responsibility to ensure the deadlines for applications are met.

SECTION V

All other provisions of Chapter 157.101 shall be and are hereby ratified.

SECTION VI

This Ordinance shall be published in a newspaper of general circulation within the City of Burton, Genesee County, Michigan, and shall become effective December 6, 2019 or upon State of Michigan's acceptance of applications for Marijuana Establishments license, whichever may first occur.

SECTION VII

A copy of this Ordinance may be inspected at the City Clerk's office at the Burton City Hall, 4303 S. Center Road, Burton, Michigan, during regular business hours.

CITY OF BURTON

BY: PAULA ZELENKO, MAYOR

BY: BETTE BIGSBY, ACTING CITY CLERK

Ordinance introduced on:

Enacted:

Effective date: