



CITY OF BURTON

BURTON LEGISLATIVE COMMITTEE MEETING

AUGUST 17, 2015

AGENDA

Council Chambers

Special Meeting

5:30 PM

**4303 S. CENTER ROAD
BURTON, MI 48519**

A. CALL TO ORDER

B. STAFF PRESENT

C. MINUTES APPROVAL

1. Legislative Committee - Special Meeting - Feb 16, 2015 6:00 PM

D. AUDIENCE PARTICIPATION

Now is the time set-aside for members of the audience to address the Burton Legislative Committee. I would ask each individual to give their name and address for the record and to limit their comments to five (5) minutes and to speak on the topics germane to City business.

E. COUNCIL DISCUSSION ON THE FOLLOWING ITEMS.

1. Discussion and recommendation regarding the approval of the resolution to accept the Third Amendment to the Genesee County Phase II Storm Water Management System Contract.

DRAFT

BURTON, MICHIGAN

BURTON LEGISLATIVE COMMITTEE MEETING

FEBRUARY 16, 2015

MINUTES

Council Chambers

Special Meeting

6:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by Chairwoman Ellen Ellenburg at 6:00 PM.

A. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Dennis O'Keefe	Councilman	Present	
Steven Heffner	Councilman	Present	
Ellen Ellenburg	Chairwoman	Present	

B. STAFF PRESENT

Amanda Doyle, Attorney
Marvin Epperson, Fire Chief
Kirk Wilkinson, Assistant Fire Chief
Sue Warren, Human Resources
Steven Hatfield, Council member
Teresa Karsney, Clerk

C. APPROVAL OF MINUTES

- Legislative Committee - Special Meeting - Dec 15, 2014 5:30 PM

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Dennis O'Keefe, Councilman
SECONDER: Ellen Ellenburg, Chairwoman
AYES: O'Keefe, Heffner, Ellenburg

D. AUDIENCE PARTICIPATION

Mrs. Ellenburg asked Marvin Epperson, Fire Chief, to give an explanation as to why these changes to the burn permit regulations would benefit and better our city.

Marvin Epperson, Fire Chief stated as I've looked over the most recent revisions of our burning regulations, I see an opportunity to make adjustments to make our regulations more current and citizen friendly. We currently have two types of permits, one for open burn and one for recreation burn. Residents are able to get up to four, two day open burn permits per year and an unlimited number of one day recreation burn permits. I would like to ask this committee to consider changing the requirements for recreation burn for one time per calendar year. The open burn would remain the same. I am asking Burton City Council to approve a onetime fee of \$20.00 per year for a yearly recreation burn permit. We have done a lot of research around our communities and other cities and this is our recommendation. There are at least four municipalities that charge. Some do not charge but limit the number of open burn and recreational burn. If they come out and are not abiding by the rules, they charge around \$1,500.00 for that call. I don't want to do that. I

want to work with the citizens, not against them.

E. COUNCIL DISCUSSION ON THE FOLLOWING ITEMS.

1. Discussion and possible recommendation on Open Burn permit and Recreational Burn permit.

Mr. O'Keefe said I have been approached by many residents who have asked me why we don't have a yearly permit like other cities and they are very willing to pay for this convenience. When you feel like having a recreational burn on the weekend, you can. I think this is a smart thing to do and the residents have asked for this. I will be supporting this.

Mrs. Ellenburg stated this subject has come up many times in the past, it seems like it comes up every year. Residents from the last Neighbor Watch Meeting asked about it again. Mr. Wilkinson, Assistant Fire Chief, was there and explained how they can have a recreation burn without having a permit if it's in the patio burners with the screened lid. There were many people at the meeting who were in favor of having a one year recreational burn permit. They would be able to do it when they wanted to, as long as they were abiding by the rules. I would like to have it on record how many permits were issued last year.

Chief Epperson replied our I.T. Director was able to determine that around 4,000 permits were issued last year, 1,600 were different addresses. There was no way to break it down to how many were recreational burn and how many were open burn. We just guessed about 1,000 were recreation burn permits.

Mrs. Ellenburg asked if we were to charge for a yearly permit, would the money from this go back into the Fire Department's budget?

Chief Epperson replied, if the Council so agrees to this, the money would go toward Personal Protective Equipment for our fire fighters. We could possibly purchase three to five sets of gear each year. Our firefighters are in desperate need of it, a lot of gear that we have does not meet N.F.P.A. standards.

Mrs. Ellenburg said I think we need to have an explanation as to why there is a fee and that the money will go back to the Fire Department to help with their safety.

Mr. Heffner asked what the process was after the request for a fire permit is made online.

Chief Epperson replied if the Council adopts this, the residents could still request their open burn permit online. They would have to come in to City Hall to receive their yearly recreational permit. There isn't a way to pay the fee online. Currently, when the resident requests the permit online, it goes to the front desk. The person at the front desk has to pull up their address on the Fire and Dump program and look at the number of burn permits, input the permit with the dates, check open burn or recreational burn, email it back to the resident and the resident must print out their permit before burning. Or if that person didn't have a computer and printer, they would have to come in to City Hall each time they want a permit. I have had many people ask why we can't set up a yearly permit for recreational burn like other municipalities. This would be more convenient for them, saving them time and gas money. I have people tell me that their time is worth money.

Mr. Heffner asked what the ordinance states regarding the distance the fire has to be from a building.

Chief Epperson stated under the ordinance it does state that an open burn needs to be at least 50 feet away from a building or structure, and a recreational permit needs to be at least 25 feet away. This is also what our fire code states. We aren't looking for any ordinance change; the ordinance allows the Fire Chief to set the rules for burning. The ordinance states that City Council has the right to establish a fee for a burn permit. We are just asking for a fee to be set for a recreational burn permit. We are not asking for one to be set for open burn because we believe that is a necessity for residents to be able to clean up their yards. The recreational burn permit is a voluntary, let's have fun, type of fire and our recommendations was that a yearly fee of \$20.00 be set for this.

Attorney Amanda Doyle recommended that we put this in as a resolution instead of an ordinance, because Council can change, by resolution, a permit fee as needed. I wouldn't put that fee of \$20.00 in an ordinance.

Mr. Heffner asked if this was approved, would the residents still be able to get a one day recreational permit free without buying a year permit.

Chief Epperson stated no, if they wanted to have recreational burns they would have to buy the one time a year permit for \$20.00. Open burn would still be no charge. You would still be able to get four, two day, open burn permits per year. We look at this as a necessity to clean up yards. Recreational permits are just that, a recreational and voluntary campfire burn.

Mr. Heffner said I am concerned about adding another fee on to the residents after just passed a 6.5 mills for the Police Department and sewer and water fees have sky rocketed. I just don't see this as something that's real critical to the city.

Mr. Epperson said I am trying to work for the citizens, not against them. Many residents have stated that they would like to see this yearly recreational permit and this is why I am bringing it to this committee.

Mrs. Ellenburg feels this would be worthwhile and will help the residents in the long run. She asked about how this would be set up online.

Chief Epperson said I have spoken to Doug Bingaman and Mark Udell to see if there is a way we can set up the payment on our website.

Mr. O'Keefe stated I think this would be a great thing if we can set up this payment on our website. It will streamline the City in setting up the future things that we do like this if we are able to accept payments, getting it processed, not have to stand in front of a person, not have to drive to the City, etc. I would like to send this to the Council, have them review it and see what their recommendation is.

Mr. Heffner asked if we charged for a yearly recreational permit, how much money do you think this would generate for Fire Department safety equipment?

Chief Epperson stated out of 4,000 permits we are guessing at least 1,000 residents were burning recreational. At this figure we would generate approximately \$20,000.00.

Mr. Heffner said it seems, since we have freed up money from the Police budget into general fund, it seems like we could make a compromise to maybe move a few of those dollars your way. Since the residents are already paying that millage.

2. Recommendation to send to City Council on March 16th, 2015 to approve the fee.

RESULT:	CARRIED [2 TO 1]
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Ellen Ellenburg, Chairwoman
AYES:	O'Keefe, Ellenburg
NAYS:	Heffner



SCHEDULED

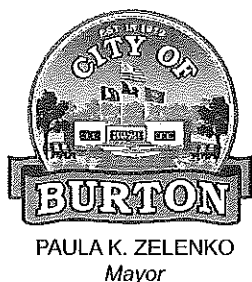
INFORMATION ITEM (ID # 1760)

DOC ID: 1760

**Discussion and recommendation regarding the approval of
the resolution to accept the Third Amendment to the
Genesee County Phase II Storm Water Management System
Contract.**

ATTACHMENTS:

- Storm Water Management 2015 (PDF)



City of Burton

4303 SOUTH CENTER ROAD • BURTON, MI 48519

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

Memorandum

August 7, 2015

From: Mayor Paula Zelenko 

To: Legislative Committee Chairwoman Ellen Ellenburg

RE: Third Amendment to the Genesee County Phase II Regulations Storm Water Management System Contract Resolution

Per our telephone conversation, I have scheduled a Legislative Committee meeting for 5:30 pm on Monday, August 17, 2015. The purpose of the meeting is the recommendation of the passage of the resolution to accept the Third Amendment to the Genesee County Phase II Regulations Storm Water Management System Contract.

The Genesee County Drain Commission is the designated agency for all participating Genesee County governmental entities for the activities related to the storm water and watershed management, controls, public education, NPDES permit coverage for 2015 through 2020 and as such we are required to pass a resolution to that effect. As the designated agency, GCDC assists the local entities, such as the City of Burton, to ensure compliance with the Phase II Storm Water Regulations published by the United States Environmental Protection Agency (EPA).

The City of Burton Administration is recommending the Legislative Committee vote to recommend approval to the Burton City Council. I have placed the item on the agenda of the 7:00 PM Burton City Council Regular Meeting of August 17, 2015.

Attachments: Resolution and Amendment III from GCDC

Attachment: Storm Water Management 2015 (1760 : Genesee County Phase II Regulations Storm Water Management)

At a _____ meeting of the _____ of the _____ of _____, Genesee County, Michigan, held on _____, 2015.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and seconded by _____:

The Clerk presented to the _____ a form of third amendment to contract dated as of October 1, 2015, among the County of Genesee, acting through its Drain Commissioner, as County Agency, and the cities, townships and charter townships identified on Exhibit A attached hereto (hereinafter referred to individually as a "Municipality" or collectively as the "Municipalities"), relative to the provision of services for implementation activities required by the Phase II Storm Water Regulations (the "Phase II Regulations") and the allocation of the costs of such activities among the County and the Municipalities. After discussion of the third amendment to contract, the following resolution was offered by _____ and seconded by _____:

BE IT RESOLVED:

1. The _____ hereby approves the Third Amendment to Genesee County Phase II Regulations Storm Water Management System Contract to be dated as of October 1, 2015, among the County of Genesee, acting through its Drain Commissioner, as County Agency, and the Municipalities (the "Amendment"), which Amendment provides, among

other things, for the provision by the Genesee County Storm Water Management System of services for implementation activities required by the Phase II Regulations, the allocation of the costs of such activities among the County and the Municipalities, and the payment by the County and the Municipalities of their respective share of the cost of the services as set forth in the Amendment.

2. The _____ and the Clerk are authorized and directed to execute and deliver the Amendment for and on behalf of the _____ (in such number of counterparts as may be desirable).

3. A copy of the Amendment presented on this date and herein approved and authorized to be executed and delivered shall be attached to the minutes of this meeting and made a part thereof and shall be placed on file with the Clerk and made available for examination by any interested person during normal business hours.

4. All resolutions and parts of resolutions, insofar as they may be in conflict herewith, are hereby rescinded.

ADOPTED: YEAS:

NAYS:

EXHIBIT A

MUNICIPALITIES

Township of Argentine
Township of Davison
Charter Township of Fenton
Charter Township of Flint
Charter Township of Genesee
Charter Township of Mt. Morris
Charter Township of Vienna
City of Burton
City of Clio
City of Davison
City of Fenton
City of Flushing
City of Grand Blanc
City of Linden
City of Mt. Morris
City of Swartz Creek

STATE OF MICHIGAN)
)ss
 COUNTY OF GENESEE)

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the _____ of the _____ of _____, Genesee County, Michigan, at a _____ meeting held on _____, 2015, the original of which resolution is on file in my office. I further certify that notice of said meeting was given in accordance with the provisions of the Open Meetings Act.

 Clerk

THIRD AMENDMENT TO
GENESEE COUNTY PHASE II REGULATIONS STORM WATER
MANAGEMENT SYSTEM CONTRACT

THIS THIRD AMENDMENT TO CONTRACT, made and entered into as of the 1st day of October, 2015, by and among the COUNTY OF GENESEE, a Michigan county corporation (hereinafter referred to as the "County"), by and through its Drain Commissioner, as County Agency, and the TOWNSHIP OF ARGENTINE, TOWNSHIP OF DAVISON, CHARTER TOWNSHIP OF FENTON, CHARTER TOWNSHIP OF FLINT, CHARTER TOWNSHIP OF GENESEE, CHARTER TOWNSHIP OF MT. MORRIS, CHARTER TOWNSHIP OF VIENNA, CITY OF BURTON, CITY OF CLIO, CITY OF DAVISON, CITY OF FENTON, CITY OF FLUSHING, CITY OF GRAND BLANC, CITY OF LINDEN, CITY OF MT. MORRIS and CITY OF SWARTZ CREEK (hereinafter referred to individually as a "Municipality" or collectively as the "Municipalities"):

WITNESSETH:

WHEREAS, the County and the Municipalities are subject to the requirements of the Phase II Storm Water Regulations (the "Phase II Regulations") published by the United States Environmental Protection Agency ("EPA") in the Federal Register on December 8, 1999; and

WHEREAS, the Board of Commissioners of the County of Genesee has established the Genesee County Storm Water Management System (the "System") to provide, among other things, storm water management services to the Municipalities pursuant to the provisions of Act 342, Public Acts of Michigan, 1939, as amended ("Act 342"), to enable the County and the Municipalities to comply with the requirements of the Phase II Regulations and to engage in other watershed management activities related thereto; and

WHEREAS, the County Drain Commissioner (hereinafter referred to as the "County Agency") has been designated as the agency of the County in connection with the establishment, management and operation of the System; and

WHEREAS, the County, the Municipalities and other units of local government in the County have previously entered into the Genesee County Phase II Regulations Storm Water Management System Contract, dated as of May 1, 2001, as amended by the First Amendment to Genesee County Phase II Regulations Storm Water Management System Contract and the Second Amendment to Genesee County Phase II Regulations Storm Water Management System Contract (as amended, the "Contract"), pursuant to which the County agreed to provide such services as are necessary (defined therein as the "Services") to assist the County, the Municipalities and such other local units of government in complying with the requirements of the Phase II Regulations and in other watershed management activities, including, but not limited to, applying for NPDES permit coverage and planning for and implementing storm water discharge management controls (known as "best management practices") with respect to the following minimum control measures: (a) public education and outreach on storm water impacts; (b) public participation/involvement; (c) illicit discharge detection and elimination; (d) construction site storm water runoff control; (e) post-construction storm water runoff control; and (f) pollution prevention/good housekeeping for municipal operations; and

WHEREAS, the Contract provided for a budget of not to exceed \$250,000 for the Services and set forth the manner in which the budgeted cost of the Services was to be allocated among the County and the Municipalities; and

WHEREAS, the Contract also provided for the creation of a Phase II Storm Water Advisory Committee (the Committee"), which consists of one representative from the County and each of the Municipalities; and

WHEREAS, the Committee has appointed three subcommittees with the following responsibilities to assist in the implementation of the best management practices: (a) the Public Education Program Subcommittee, with responsibility for public education and participation; (b) the Monitoring and Mapping Subcommittee, with responsibility for the illicit discharge program, which will identify and map all municipal discharges to open waters; and (c) the New Construction Standards Subcommittee, with responsibility for construction standards, redevelopment standards, oversight of all watersheds and the preparation of the pollution prevention program known as the Storm Water Pollution Prevention Initiative; and

WHEREAS, the County and the Municipalities desire to proceed with the foregoing implementation activities and any other activities required by the Phase II Regulations (hereinafter referred to as the "Implementation Activities") and to provide a method for allocating the costs of such activities, and it is therefore necessary to amend and supplement the Contract in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

1. The cost of the Services to be provided by the County in connection with the Implementation Activities will consist of budgeted costs and variable costs.

(a) The budgeted costs shall not exceed \$150,000 per Fiscal Year (as hereinafter defined), which amount is hereby approved by the parties. For purposes of this Third Amendment to Contract, the term "Fiscal Year" shall mean the fiscal year of the County, which currently begins on October 1 of each year and ends on September 30 of the following year. The County agrees to pay twenty-five percent (25%) of the budgeted cost of such Services each Fiscal Year and the remaining seventy-five percent (75%) of the budgeted cost of such Services

(the "Local Share") shall be allocated each Fiscal Year to each Municipality on the basis of a fraction, the numerator of which is the population for such Municipality at the beginning of such Fiscal Year and the denominator of which is the population for all Municipalities at the beginning of such Fiscal Year.

(b) Budgeted costs referred to in subsection (a) above do not include Services relating to the illicit discharge elimination program ("IDEP"). Those Services relating to the IDEP shall be allocated to each Municipality as a variable cost. Each Municipality shall be responsible for paying for IDEP Services that are directly related to each Municipal Separate Storm Sewer System ("MS4") that is owned by such Municipality. During each year that this Third Amendment to Contract is in effect, the County shall prepare a statement for each Municipality identifying each MS4 owned by such Municipality and an estimated amount for each Municipality to comply with the IDEP. If requested by the Municipality, the variable costs for the IDEP will be payable in equal annual installments over the five years of the permit cycle.

2. Each Municipality agrees to pay the County its share, as set forth in Section 1, of the cost of the Services for the Implementation Activities, promptly upon receipt of an invoice for the same from the County Agency. The County Agency intends to send such an invoice to each Municipality quarterly on December 1, March 1, June 1 and September 1 of each Fiscal Year. The Municipalities shall not be responsible for their share of any budgeted costs for the Services in connection with the Implementation Activities that exceed \$150,000 in any Fiscal Year unless such additional costs shall have been approved by a majority of the members of the Committee. If such additional costs are so approved, each Municipality agrees to pay its share, as set forth in Section 1, of such costs promptly upon receipt of an invoice for the same from the County Agency.

3. The payments made by the Municipalities pursuant to Section 2 shall be used solely and only to pay for the Services for the Implementation Activities, and after payment of all costs of the Services as contemplated by this Third Amendment to Contract, any surplus remaining from the payments made by the County and the Municipalities for such Services shall be credited to the County and the Municipalities for charges for Services in the following Fiscal Year pro rata in accordance with the percentages set forth in Section 1.

4. All powers, duties and functions vested by this Third Amendment to Contract in the County shall be exercised and performed by the County Agency for and on behalf of the County unless otherwise provided by law or in this Third Amendment to Contract.

5. In the event that any one or more of the provisions of this Third Amendment to Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, but this Third Amendment to Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6. This Third Amendment to Contract shall become effective on October 1, 2015, after approval by the governing body of each Municipality and by the Board of Commissioners of the County and execution by the authorized officials of the parties; may be executed in several counterparts; and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. The Contract, as amended and supplemented by this Third Amendment to Contract, is hereby ratified and confirmed, and shall terminate on October 1, 2020 unless extended by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Contract to be executed and delivered, by their respective duly authorized officers, all as of the day and year first above written.

COUNTY OF GENESEE

By: _____
 Drain Commissioner, as County
 Agency

TOWNSHIP OF ARGENTINE

By: _____
 Supervisor

And: _____
 Clerk

TOWNSHIP OF DAVISON

By: _____
 Supervisor

And: _____
 Clerk

CHARTER TOWNSHIP OF FENTON

By: _____
 Supervisor

And: _____
 Clerk

CHARTER TOWNSHIP OF FLINT

By: _____
 Supervisor

And: _____
 Clerk

CHARTER TOWNSHIP OF GENESEE

By: _____
 Supervisor

And: _____
 Clerk

CHARTER TOWNSHIP OF MT. MORRIS

By: _____
SupervisorAnd: _____
Clerk

CITY OF BURTON

By: _____
MayorAnd: _____
Clerk

CITY OF DAVISON

By: _____
MayorAnd: _____
Clerk

CITY OF FLUSHING

By: _____
MayorAnd: _____
Clerk

CHARTER TOWNSHIP OF VIENNA

By: _____
SupervisorAnd: _____
Clerk

CITY OF CLIO

By: _____
MayorAnd: _____
Clerk

CITY OF FENTON

By: _____
MayorAnd: _____
Clerk

CITY OF GRAND BLANC

By: _____
MayorAnd: _____
Clerk

CITY OF LINDEN

By: _____
Mayor

And: _____
Clerk

CITY OF MT. MORRIS

By: _____
Mayor

And: _____
Clerk

CITY OF SWARTZ CREEK

By: _____
Mayor

And: _____
Clerk

Troy 9075-247 1480772vl