



CITY OF BURTON

CITY COUNCIL MEETING

JUNE 15, 2026

AGENDA

Council Chambers

Regular Meeting

7:00 PM

**4303 S. Center Road
Burton, MI 48519**

A. Call To Order

B. Invocation

LED BY: Councilwoman Candice Miller

C. Pledge of Allegiance to the Flag of the United States of America

LED BY: Councilwoman Candice Miller

D. Roll Call

E. Approval of Agenda

1. Approve the agenda as presented.

F. Staff Present

G. Approval of Minutes

1. City Council Budget Workshop, May 11, 2026 at 6:00 PM.
City Council Budget Workshop, May 14, 2026 at 6:00 PM.

H. Administrative Reports

I. Committee Reports

J. 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.

K. Council Discussion

L. Council Action

1. Approve and authorize the payment of Attorney Billing (Odette) 5/28/26 to 6/10/26, invoice 1099 & 1100, in the amount of \$2,121.00.
2. Approve and authorize the payment of Attorney Billing (Miller Johnson) 5/1/26 to 5/30/26, invoice 2074050, in the amount of \$535.60.
3. Approve and authorize the mayor's re-appointment of Gregg Dunkel, 4075 Howe Road, Grand Blanc, MI 48439, to the Planning Commission, term to expire June 2029.
4. Approve and authorize the mayor's re-appointment of Kevin Burge, 1415 S. Genevieve St., Burton, MI 48509, to the Planning Commission, term to expire June 2029.

5. Motion to rescind the previously adopted 80/20 resolution (2025-21), enacted on December 4, 2025, and approve and authorize the Hardcap Resolution 2026-10 regarding the cost-sharing model set forth in the State of Michigan Public Act of 2011.
6. Approve and Authorize the Mayor and Clerk to approve the contract with Stantec Consulting Michigan Inc., 3754 Rancho Drive, Ann Arbor, MI 48108-2771. To provide flow monitoring and modeling for the 2026 citywide wastewater assessment in an amount not to exceed \$206,778.00.

M. First Reading of Ordinance

1. Approve and Authorize an ordinance to amend chapter 157 of the Code of Ordinances of the City of Burton by the amendment of the hours of operation for marijuana facilities.

N. Meeting Adjournment

The next regularly scheduled meeting will be held on DATE @ 7:00 PM.

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



CITY OF BURTON

CITY COUNCIL MEETING

MAY 11, 2026

MINUTES

Council Chambers

Budget Workshop

6:00 PM

**4303 S. Center Road
Burton, MI 48519**

A. Call To Order

Mr. Fenner handed the meeting over to Finance Chair, Kris Johns.

B. Roll Call

Present: Council President Gregory Fenner, Council Member Candice Miller, Council Member Steven Heffner, Council Member Ellen Ellenburg, Council Member Kris Johns, Council Member Tina Conley, Council Member John Wright

Absent: None

C. Staff Present

Duane Haskins, Mayor
Racheal Boggs, City Clerk
Charles Abbey, DPW Director
Brandy Ruth, Controller

D. Budget Discussion

Finance Chair, Kris Johns deferred to Controller, Brandy Ruth to begin the budget discussion.

1. Major Roads

Mrs. Ruth stated that we will begin on page 22 of the budget book. We are expecting an approximate increase in gas & weight tax of 4%. Also, a transfer from the general operating fund is not included under revenues at this time, bringing the total revenues to \$4,649,075.00.

Mr. Fenner asked why there is no transfer from general fund.

Mrs. Ruth stated the transfer was to cover projects on Covert Road and Genesee Road that were not covered by TIP funding. Moving on to expenditures, Court Street from Genesee Road to the city limits is budgeted this year and next fiscal year. That is the same for all road projects listed in the construction section.

Mr. Johns posed questions about widening Covert Road to create a bike lane.

Mr. Abbey stated that it is already in the plans. Lanes were added, so people could cut across to the back of the subdivision and come out on Davison Road to get to For-Mar.

Mr. Heffner asked questions about a project on Term Street.

Mr. Abbey said that it has been on our radar. It is horrible. This one will take some work.

We will probably have to do it ourselves.

Mrs. Ruth stated that we have reduced surface maintenance by 5.8% due to salaries and benefits. There was also a reduction in the patch and gravel line based on the 5-year trend.

Mrs. Ellenburg asked if we had looked into getting our own street sweeper.

Mr. Abbey stated that it is not feasible. They are expensive and need a lot of work. The new company is phenomenal.

Mrs. Ruth stated that trees and shrubs only had a 1% increase. There has been a reduction to the ditching program because we will be doing more work internally.

Discussion regarding the ditching program and water problems.

Mr. Heffner stated the ditching in the city has been neglected. If you need more money, let us know.

Mr. Fenner asked if we would have fewer ditches done this year because we are not contracting it out.

Mr. Johns asked about Atherton Road and Curtis Drain.

Mr. Abbey said the drains belong to the county. There are issues there that we have fixed. We can't go on private property to fix their stuff.

Mr. Heffner stated he would like to increase drainage by \$100,000. Council agreed.

Mrs. Ruth stated for clarity, if there is a balance, it will go into the major street fund balance, not the general fund.

Mr. Abbey discussed the turnover and young employees in the Department of Public Works. We are losing a lot of experience with retirements coming up. We will do our best to use the money on drains.

Mrs. Ruth stated there is a 4.8% decrease in traffic signs. There is an increase in winter maintenance due to the increase in the price of salt.

Discussion ensued on salt prices, alternatives such as sand and beet juice, and partnerships with the county and state (EGLE).

Mrs. Ruth stated we are asking to correct the number to \$200,000 for the increase in salt. Under roadside clean-up there is a change due to wages. There was an increase in operating expenditures because of an insurance increase.

2. Local Roads

Mrs. Ruth stated again that the only revenue change is the general operating fund transfer. For expenditures under construction, you'll see the paving of Homestead, Buder, and the CDBG grant, as well as half a million for Burton Estates. The surface maintenance budget increased by 10%. The road re-pavement line was increased to \$300,000 for the Sitka Paving project.

Mr. Johns asked for clarification on the Burton Estates project.

Mr. Abbey stated the council sold the property to a developer, who sold it to another builder to finish it. They did some damage in that area. Now that the homes are complete, we need to mill and resurface.

Council members agreed that this needs to be done.

Mrs. Conley asked if it would be done sometime this year?

Mr. Abbey said, yes.

Mrs. Ruth stated that the trees and shrubs budget and drainage had a significant decrease. Are we interested in an increase here as well?

Mr. Heffner stated I would like to increase it by at least another \$100,000. Council agreed.

Mrs. Ruth stated that under traffic signs, there was a shift due to the wage allocations. Under winter maintenance, we would like to increase the salt budget to \$150,000. Council agreed to this change.

Discussion ensued about Dort Hwy being Genesee County's and the state's responsibility.

Mrs. Ruth stated that the roadside clean-up was adjusted for wages and fringes. The administration budget increased by 5.8%.

3. Building Department

Mrs. Ruth stated that this fund starts on page 28. Overall, we are projecting an 8% increase to revenue due to fees, permits, and licenses.

Mr. Heffner stated we need to update our fees. We are tremendously lower than everyone else.

Mr. Abbey stated there are fees in that book that have not been raised in over 10 years. We are so low in some areas that we are not even covering our costs. We will schedule a finance meeting and go over our recommendations, so we can bring it to City Council.

Discussion about Consumers and other companies tearing up new roads in Burton, and the Building Inspector and Code Enforcer positions.

Mrs. Ruth stated that under the expenditures in this budget, you'll see the salary changes. Contractual services and the training budget were both decreased. Blight elimination is budgeted at \$19,000.

Discussion continued about Code Enforcement positions.

Mr. Wright would like to increase the training budget. Council agrees to increase training from \$1,500 to \$4,500.

Mr. Heffner stated that we budgeted \$19,000 for blight elimination. I would like to increase it to \$50,000. Council supported this increase.

Discussion about grants and the demo process.

Mrs. Ruth stated with all the changes, this totals a \$34,000 transfer from the general operating fund to the building fund.

4. PCB Fund

Mrs. Ruth stated on page 29, the PCB Fund, we received funding of \$17,453, with interest, we are at \$18,500, and we expect to spend the full amount once we decide on the project.

5. Related Capital Improvements (Roads & Motor Pool)

No discussion.

E. Meeting Adjournment

Meeting adjourned at 7:17 PM.

[MIN_SIGNATURES]



CITY OF BURTON

CITY COUNCIL MEETING

MAY 14, 2026

MINUTES

Council Chambers

Budget Workshop

6:00 PM

**4303 S. Center Road
Burton, MI 48519**

A. Call To Order

President Greg Fenner called the meeting to order at 6:00 PM and handed the meeting over to Finance Chair, Kris Johns.

B. Roll Call

Present: Council President Gregory Fenner, Council Member Candice Miller, Council Member Steven Heffner, Council Member Ellen Ellenburg, Council Member Kris Johns, Council Member Tina Conley, Council Member John Wright
Absent: None.

C. Staff Present

Racheal Boggs, City Clerk
Charles Abbey, DPW Director
Brandy Ruth, Controller

D. Budget Discussion

1. Sewer

Mrs. Ruth stated we will start on page 30 tonight. The sewer fund revenues increased by 9.7%. Usage fees had no change. Interest income has increased because of economic volatility issues.

Mr. Fenner asked how new subdivisions affect revenues related to sewer.

Mr. Abbey stated taxable value is our source of new income. We have a sewer ordinance that establishes a tap fee. These fees are really important.

Mr. Wright asked about how revenue is determined.

Mr. Abbey stated that we look at trends and averages and make an educated guess.

Mrs. Ellenburg asked if the tap-in fees have been raised recently. What are the fees?

Mr. Abbey said, No, we have not raised the fees. The fees are set by ordinance, and I did not bring that with me.

Discussion ensued about fees, rate studies, and how the county charges us.

Mrs. Ruth stated that under expenditures, the top six lines have to do with wages and

fringes, so you will see a 4% increase. OPEB expenses dropped significantly because of our aggressive payment schedules. Contractual service dropped due to the trend analysis I completed. Treatment expense increased slightly. Pump station expense increased for the additional utility charges. Equipment rental increased based on the trend.

Discussion about treatment, I & I, and how that impacts fees.

2. Water

Mrs. Ruth stated on the next page we have the water fund revenues. Inspection and approval fees increased based on the trend analysis. Labor and service charges had a split-coding change. City tap-in fees increased based on the growth projection in the community. Usage fees increased by a minimum amount. Interest income is roughly half due to the volatile market. Fire hydrant meter deposits are trending higher because of the new builds.

Discussion about the general fund money not being used for this fund.

Mr. Abbey stated we did \$25 million worth of work on our waterlines on 1/3 of our water system. We still have aging pipes out there. We have had some watermain breaks and have been very lucky. Some pipes are 40–50 years old, and the cold temperatures do damage. We have to make sure our rates and fee structure can keep the system maintained.

Mrs. Ellenburg asked if it was advisable to borrow from the sewer fund to fix the aging pipes in the north end.

Mr. Abbey said, "No." We don't need to.

Discussion ensued about bonds, and televising and cleaning sewers.

Mrs. Ruth stated moving into expenditures, you will see the top six lines have to do with the wage increases. OPEB is much lower here with the aggressive payment. The pipe and fitting line increased because of smart meter installation. Contractual services and repair and maintenance are both on target with our trend analysis.

3. Related Capital Improvements (Water & Sewer)

No Discussion.

4. Governmental Building Needs (Roofs, Parking lots, etc.)

No Discussion.

5. Motor Pool

Mrs. Ruth stated that this fund is sustained by the equipment rental lines associated with all the vehicles the motor pool works on. The revenue lines match up independently for each department. Increases and decreases are based on trends. The Federal government mandates the rates we can charge, which is why the end balance may look a little skinny. There is a system error that does not reflect the \$1 million transfer for the two vehicle purchases. Under expenditures, the top six lines are for wage increases. Gravel and culvert are based on trend analysis. Building maintenance and supply/janitorial, we

reevaluated our allocation setup, and that resulted in a cost savings. Gas and oil went up an additional \$10,000 based on the rates we are projecting.

Mrs. Ellenburg asked if we go out to bid on our insurance policies.

Mr. Abbey stated that we are part of the consortium with the MML, and it has served us well for many years. Costs are going up on everything.

Mr. Heffner asked how many vehicles this covers.

Mr. Abbey said all of them, including police cars and all DPW vehicles.

Discussion about insurance costs, selling old vehicles, and providing a high level of service.

E. Meeting Adjournment

Discussion about maintenance and painting of City Hall.

Meeting adjourned at 6:48 PM.

[MIN_SIGNATURES]

RESOLUTION 2026-10
CITY OF BURTON
GENESEE COUNTY MICHIGAN

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

Approve and authorize the Hardcap Resolution regarding the cost sharing model set forth in State of Michigan Public Act of 2011.

Public Act 152 Options

	City Cost	Employee Cost	Total Cost	Annual Out of Pocket for Employees			
				Opt Out	Hard Cap	80/20	
Opt Out	\$1,418,836		\$1,418,836	Single	\$2,300.00	\$3,183.77	\$3,971.19
Hard Cap	\$1,268,772	\$150,064	\$1,418,836	Two Person	\$4,600.00	\$6,721.05	\$8,610.84
80/20	\$1,135,069	\$283,767	\$1,418,836	Family	\$4,600.00	\$7,251.31	\$9,613.56

Hard Cap			80/20		
	2025-26	2026-27		2025-26	2026-27
Hard Cap-Simply Blue	Per Pay	Per Pay	80/20-Simply Blue	Per Pay	Per Pay
Single	\$24.08	\$33.99	Single	\$69.51	\$64.28
Two Person	\$57.79	\$81.58	Two Person	\$166.82	\$154.26
Family	\$72.24	\$101.97	Family	\$208.53	\$192.83
			Council Person-Single (monthly)	\$150.60	\$140.73
			Council Person-Two Person (monthly)	\$361.46	\$333.83
			Council Person-Family (monthly)	\$451.82	\$416.59

Hard Cap Limits			
	2023-2024	2025-2026	2026-2027
Single	\$7,399.47	\$7,942.09	\$8,180.35
Two Person	\$15,474.60	\$16,609.38	\$17,107.66
Family	\$20,180.43	\$21,660.30	\$22,310.11

Motion was moved by _____ and supported by _____

Ayes:

Nays:

Absent:

CLERK CERTIFICATION

I, Racheal Boggs, the duly appointed Clerk of The City of Burton, Genesee County, Michigan, hereby certify that the above resolution was passed in conformance with Act 267 Public Acts of Michigan, 1976, by the Burton City Council at a regular meeting on Monday, June 15, 2026, held at Burton City Hall at 7:00 PM.

THIS RESOLUTION IS DECLARED ADOPTED.

Racheal Boggs, Burton City Clerk

Date

Public Act 152 Options

	City Cost	Employee Cost	Total Cost
Opt Out	\$1,418,836		\$1,418,836
Hard Cap	\$1,268,772	\$150,064	\$1,418,836
80/20	\$1,135,069	\$283,767	\$1,418,836

Annual Out of Pocket for Employees			
	Opt Out	Hard Cap	80/20
Single	\$2,300.00	\$3,183.77	\$3,971.19
Two Person	\$4,600.00	\$6,721.05	\$8,610.84
Family	\$4,600.00	\$7,251.31	\$9,613.56

Hard Cap		
	2025-26 Per Pay	2026-27 Per Pay
Hard Cap-Simply Blue		
Single	\$24.08	\$33.99
Two Person	\$57.79	\$81.58
Family	\$72.24	\$101.97

80/20		
	2025-26 Per Pay	2026-27 Per Pay
80/20-Simply Blue		
Single	\$69.51	\$64.28
Two Person	\$166.82	\$154.26
Family	\$208.53	\$192.83
Council Person-Single (monthly)	\$150.60	\$140.73
Council Person-Two Person (monthly)	\$361.46	\$333.83
Council Person-Family (monthly)	\$451.82	\$416.59

Hard Cap Limits			
	2023-2024	2025-2026	2026-2027
Single	\$7,399.47	\$7,942.09	\$8,180.35
Two Person	\$15,474.60	\$16,609.38	\$17,107.66
Family	\$20,180.43	\$21,660.30	\$22,310.11



Stantec Consulting Michigan Inc.
1168 Oak Valley Drive, Suite 100
Ann Arbor MI 48108-9200

June 10, 2026

Project/File: 207585004

City of Burton

Mr. Charles Abbey, DPW Director
Department of Public Works
4093 Manor Drive
Burton, Michigan 48519

Dear Mr. Charles Abbey, DPW Director,

Reference: Proposal for Professional Services - 2026 Citywide Wastewater Assessment Update (Flow Monitoring & Modelling)

1 Project Background & Understanding

As requested by the City of Burton (City), Stantec is pleased to submit this proposal to undertake a targeted sanitary sewer flow monitoring program, hydraulic model update and recalibration, and a full collection system performance assessment. The overall objective of this work is to update the City's existing sanitary sewer hydraulic model such that it can be confidently used to respond to ongoing and future development-related capacity and servicing questions and to inform broader infrastructure planning decisions.

Stantec has previously completed several sanitary sewer flow monitoring and hydraulic modelling studies for the City, including city-wide and district-level investigations completed under the 2013 S2 Grant and the subsequent *Inconclusive District Flow Monitoring, Modelling, and Assessment Study* completed in 2017 under the SAW Grant. These studies demonstrated that the City's collection system model could be calibrated to observed data and indicated that capacity constraints were localized rather than system-wide.

Since completion of that earlier work, the City's hydraulic model has not undergone a comprehensive recalibration using contemporary flow monitoring data. Given the time elapsed, changes in system conditions, and increasing development-related evaluation pressure (including recent assessments associated with the Atherton Road corridor), recalibration of the model and a renewed system-wide performance assessment are warranted.

The intent of this study is therefore to:

- Implement a six-month sanitary sewer flow monitoring program at eleven (11) targeted locations.
- Update and recalibrate the City's existing hydraulic model.

Reference: Proposal for Professional Services - 2026 Citywide Wastewater Assessment Update (Flow Monitoring & Modelling)

- Use the recalibrated model to complete a comprehensive assessment of system performance under existing conditions.
- Provide the City with a defensible, updated technical tool to support development reviews, servicing inquiries, and long-term planning discussions.

2 Project Scope of Services

Task 0 – Project Management & Meetings

Task 0 includes project management, coordination, communication, and quality assurance services required to successfully deliver the study. These activities are intended to ensure alignment with City objectives, maintain schedule and budget control, and provide adequate technical oversight throughout the project.

Stantec will assign a Project Manager responsible for overall coordination, internal quality control, scheduling, invoicing, and primary communication with City staff. Project management activities include coordination of field operations, technical work, and document control.

The following meetings are anticipated as part of this task:

- **Meeting #1 – Project Kick-Off**
Confirmation of objectives, scope assumptions, background information, and communication protocols.
- **Meeting #2 – Genesee County Coordination**
Coordination meeting with GCDC staff to discuss the project and request updated information about the County system.
- **Meeting #3 – Flow Monitoring Program and Location Review**
Review of proposed monitoring locations, access considerations, and any refinements prior to installation.
- **Meeting #4 – Model Update, Calibration, and System Assessment Findings**
Presentation of preliminary calibration performance and key system assessment observations.
- **Meeting #5 – Draft Technical Memorandum Review**
Review of draft findings prior to finalization.

All meetings are assumed to be conducted virtually.

Task 1 – Review of Previous Work and Flow Monitoring Program Design

Task 1 includes a targeted review of relevant previous flow monitoring, modelling, and assessment work completed for the City to inform development of the current monitoring and modelling approach. This review is intended to ensure that the proposed scope builds directly on prior investments and addresses current planning and development needs.

Reference: Proposal for Professional Services - 2026 Citywide Wastewater Assessment Update (Flow Monitoring & Modelling)

This task includes review of previous S2 and SAW Grant studies, the 2017 Inconclusive District assessment, and more recent development-related evaluations, including those associated with the Atherton Road corridor. Key findings from these studies will be considered when confirming monitoring locations, calibration priorities, and assessment objectives.

Based on this review, Stantec will:

- Confirm the key technical questions the updated model is intended to address, with emphasis on development-related capacity inquiries.
- Refine the flow monitoring strategy to ensure data is suitable for both DWF and WWF calibration.
- Review the six (6) locations and monitoring hardware that have already been installed by the Genesee County Drainage Commissioner – Division of Water and Waste Services (GCDC), for which the City is expected to be provided data access.
- Finalize up to five (5) flow monitoring locations, recognizing that final locations may be adjusted in the field based on suitability, safety, and hydraulic conditions.

The outcome of Task 1 will be a finalized monitoring plan explicitly aligned with recalibration of the hydraulic model and a system-wide performance assessment.

Task 2 – Flow Monitoring Program (5 Sites, Six-Month Duration)

Task 2 includes services related to the installation, operation, maintenance, and removal of temporary sanitary sewer flow monitoring equipment.

Stantec will install up to five (5) temporary flow monitors at the selected locations. Final locations may be modified by Stantec field staff as required to address site accessibility, depth, flow conditions, or safety considerations. Stantec will also collect flow information from the six (6) permanent GCDC meters that are installed on GCDC interceptors.

The scope includes:

- Installation and calibration of flow monitoring equipment
- Continuous data collection over a six (6) month monitoring period
- Remote data retrieval and routine data review where telemetry is feasible.
- Two interim site visits for equipment verification, sensor cleaning, battery replacement, or adjustment, as required.
- Removal and demobilization of equipment at the conclusion of monitoring

The six-month monitoring duration is intended to capture representative dry weather conditions and multiple wet weather events suitable for subsequent calibration and assessment activities.

Deliverable 1 – Flow Monitoring Technical Memorandum

Reference: Proposal for Professional Services - 2026 Citywide Wastewater Assessment Update (Flow Monitoring & Modelling)

Task 3 – Hydraulic Model Update and Calibration

Task 3 includes updating and recalibrating the City’s existing sanitary sewer hydraulic model using data collected during the current monitoring program.

Stantec will review the existing model structure and inputs and update flow generation parameters to reflect observed system behavior. Calibration will be completed in general accordance with the CIWEM Urban Drainage Group Code of Practice, including both dry and wet weather calibration exercises.

Dry Weather Flow (DWF) calibration will be completed using one representative 48-hour dry weather periods, focusing on agreement between simulated and monitored flow magnitude, volume, and diurnal patterns.

Wet Weather Flow (WWF) calibration will be completed using a single selected rainfall event captured during the monitoring period. Calibration performance will be evaluated based on best practices, including time to peaks – these should be within 0.5hrs, Peak depth (un-surge) – should be within 4in or 10%, Peak depth (surged) – should be within 2-4in, Peak flow should be within -15% to +25%, and Flow volume should be within -10% to +20%.

Calibration will focus on achieving reasonable agreement with observed data appropriate for planning-level use. Any limitations or data constraints will be clearly documented.

This task also includes updating the model with capital improvements since the last calibration across the City. It is assumed that drawings are available for reference for the model updates.

Deliverable 2 – Model Update & Calibration Technical Memorandum

Task 4 – Full Collection System Performance Assessment

Using the updated and recalibrated hydraulic model, Stantec will complete a system-wide assessment of the City’s sanitary sewer collection system under existing conditions, as well as one growth condition.

The assessment will include:

- Review of hydraulic grade line (HGL) conditions throughout the system
- Evaluation of surcharge and backwater conditions
- Assessment of depth-to-diameter (or depth-to-rise) ratios.
- Identification of localized capacity constraints and conveyance bottlenecks
- Review of residual hydraulic capacity in key trunk sewers

The assessment will be completed using one representative observed wet weather event agreed upon with the City and will be framed to support development review and infrastructure planning discussions.

Task 5 – Servicing Strategy

Following completion of the collection system performance assessment, Stantec will develop conceptual collection system improvement alternatives to address identified constraints under:

- Existing conditions, and
- The growth conditions provided by the City.

The objective of this task is to translate modelling and assessment findings into practical, implementable solutions that support City decision-making related to system performance, development servicing, and long-term capital planning.

As part of this task, Stantec will also complete a targeted resiliency assessment of the collection system using selected design storm events. This will include simulation of a 10-year and 25-year design storm to evaluate system response under elevated wet weather conditions. This analysis will provide additional insight into the robustness of the system and proposed improvement alternatives, including identification of areas that may experience increased surcharge risk, reduced level of service, or diminished performance under higher loading conditions.

This resiliency assessment will be completed at a planning level and is intended to supplement, rather than replace, the observed-event-based system assessment completed under Task 4.

Identification of Deficiencies

Stantec will review assessment and resiliency simulation results to confirm:

- Locations where hydraulic performance is unsatisfactory under existing conditions (observed-event based).
- System components projected to become constrained under growth conditions.
- Areas where performance meaningfully degrades under 10-year and 25-year design storm conditions, including increased surcharge risk, reduced available capacity, or elevated hydraulic grade line levels.
- Whether identified constraints are related to sewer conveyance, lift station capacity or operation, or downstream boundary limitations.

Development of Improvement Alternatives

For each key constraint area, Stantec will develop planning-level improvement alternatives informed by both observed-event performance and resiliency simulation results. Alternatives will be developed to:

- Address deficiencies under existing and growth conditions.
- Improve system performance and reliability under 10-year and 25-year design storm scenarios, where warranted.

Reference: Proposal for Professional Services - 2026 Citywide Wastewater Assessment Update (Flow Monitoring & Modelling)

- Alternatives may include:
- **Gravity sewer improvements**, such as pipe upsizing, twinning, localized relief sewers, or realignment.
- **Lift station improvements**, including increased firm pumping capacity, operational modifications, or wet well storage considerations.
- **Targeted resiliency-focused measures**, where appropriate, to mitigate performance degradation under higher loading conditions (e.g. localized storage, conveyance relief, or operational adjustments).
- Supporting system modifications required to maintain hydraulic continuity.

Alternatives will be developed at a conceptual (Class D) level, appropriate for planning purposes.

Class D Opinion of Probable Cost

For each recommended improvement, Stantec will prepare a Class D opinion of probable cost, suitable for early planning and capital prioritization.

Class D cost estimates will:

- Be based on conceptual quantities and typical unit costs.
- Identify major cost components (e.g. sewer lengths, lift station upgrades)
- Be clearly described as planning-level estimates subject to refinement during later design phases.

Task 6 – Final Reporting and Recommendations

Stantec will prepare a comprehensive report integrating findings from all tasks. The report will present a clear synthesis of observed system performance, model calibration results, and resiliency assessment outcomes to support informed decision-making.

- Summary of flow monitoring program and data quality
- Hydraulic model updates and calibration results
- Results of the full system performance assessment under observed conditions
- Summary of system performance under 10-year and 25-year design storm conditions, highlighting areas of increased surcharge risk, reduced level of service, or elevated hydraulic grade line response
- Summary of evaluated improvement alternatives and their effectiveness under existing, growth, and resiliency conditions
- Class D opinions of probable cost

Reference: **Proposal for Professional Services - 2026 Citywide Wastewater Assessment Update (Flow Monitoring & Modelling)**

- A recommended path forward that prioritizes improvements based on both current system needs and resiliency considerations, including identification of upgrades that provide the greatest overall benefit across multiple operating conditions

One draft report and one final report are included, based on a single consolidated set of City comments.

Deliverable 3 – Draft and Final System Assessment Report

3 Project Schedule

Stantec will schedule a project kick-off meeting within 2 weeks of receiving approval to proceed. Other schedule details include:

- Project initiation and kick-off meeting: Upon authorization
- Flow monitor installation: Within approximately 2 weeks of flow monitor acquisition.
- Flow monitoring period: Six (6) months.
- Flow Monitoring TM submission: Within 6 weeks following monitoring completion.
- Model calibration and assessment: Within 6 weeks of flow monitoring program completion.
- Draft Final Report submission: Within 8 weeks of submission of the final model calibration technical memorandum.
- Final Report submission: Within 2 weeks of receipt of consolidated City comments

Note this schedule is subject to timely authorization and site access.

4 Project Budget

Stantec will invoice on a time and materials basis and will not exceed below fee without prior authorization. The not-to-exceed budget amount stated above includes all fees for the work described in this proposal, including all reimbursable charges such as charges for sub-consultants and other specialized services. Please note that Stantec reserves the right to transfer budget between tasks outlined in the scope of work due to the possible occurrence of overlapping tasks but will not exceed the total amount. A summary of project costs is provided in the table below:

Reference: Proposal for Professional Services - 2026 Citywide Wastewater Assessment Update (Flow Monitoring & Modelling)

Task	Budget
Task 0 – Project Management and Meetings	\$16,177
Task 1 – Review of Previous Work and Monitoring Program Design	\$7,727
Task 2 – Flow Monitoring Program	\$77,721
Task 3 – Hydraulic Model Update and Calibration	\$25,438
Task 4 – Collection System Performance Assessment	\$32,279
Task 5 – Servicing Strategy	\$25,097
Task 6 – Project Reporting	\$22,339
TOTAL	\$206,778

5 Assumptions & Limitations

The following assumptions and limitations apply:

- The flow monitoring program scope includes a maximum of eleven (11) sites, with six (6) owned and operated by GCDC, and five (5) to be purchased by the City, then installed and maintained by Stantec.
- The flow monitoring program duration is scoped as six (6) months.
- One primary dry weather calibration period and one primary wet weather calibration event are included for formal calibration.
- Design storm simulations completed as part of Task 5 are for planning-level resiliency assessment purposes only and are not part of the formal calibration process.
- The City will provide available GIS data, and growth assumptions required to support the modelling and assessment activities.
- The City will coordinate a meeting with GCDC to discuss the project and request available information from the County system.
- It is assumed that GCDC will provide access to the data from their relevant permanent flow meters as well as the information and historical data from the GCDC owned/operated pump stations that influence the City's collection system.

Reference: Proposal for Professional Services - 2026 Citywide Wastewater Assessment Update (Flow Monitoring & Modelling)

- All GCDC data collection and maintenance activities associated with County monitors will be performed by the GCDC.
- Growth conditions to be evaluated will be provided by the City as a single planning-level scenario for use in model testing and solution development.
- Flow monitoring data collected under this study will be subject to inherent limitations associated with rainfall variability, equipment performance, and site conditions. Calibration results will be representative of observed conditions but may not capture all extreme events.
- Model calibration and system assessment are completed for planning-level purposes.
- The collection system improvement alternatives developed under Task 5 are conceptual only and intended to support planning and decision-making.
- Class D opinions of probable cost are based on conceptual assumptions and typical unit costs and are subject to significant uncertainty. Detailed design, geotechnical investigations, surveying, or utility coordination are not included.
- Detailed design, phasing, tender preparation, Class C/B/A cost estimates, property acquisition, permitting, and construction administration are not included in this scope.
- The effectiveness of recommended improvements is based on modelling assumptions and is subject to refinement during subsequent engineering phases.
- Developer-specific servicing scenarios are excluded unless separately authorized.
- Three deliverables are provided: two Technical Memoranda and one Draft/Final Report.
- One consolidated set of City comments is assumed for each deliverable stage.
- All meetings are assumed to be virtual.

6 Close

Stantec appreciates the opportunity to provide this proposal for the City of Burton. The proposed program builds directly on prior City investments, updates the hydraulic modelling tool using contemporary monitoring data, and provides clear, defensible documentation to support development-related decision-making and infrastructure planning. Should this proposal be acceptable, please sign and return the attached professional services agreement. Stantec looks forward to continuing to support the City with this important work.

Reference: Proposal for Professional Services - 2026 Citywide Wastewater Assessment Update (Flow Monitoring & Modelling)

Regards,

Stantec Consulting Michigan Inc.



Shagha Yaghmaie PE
Civil Engineer
Phone: (734) 214-1875
Mobile: 947-216-7757
shaghayegh.yaghmaie@stantec.com



Spencer Cain PE
Principal
Phone: (734) 214-1858
Mobile: (734) 546-6694
spencer.cain@stantec.com

stantec.com

Attachment: Professional Services Agreement

- c. Marc Telmosse
- Joseph Kamalesh

ws v:\2075\promotion\2075800\85004 - burton\sses\pro_abbey_sses_20260610_wo_flow.docx

This Agreement is made and entered into effective June 10, 2026 (the "Agreement Date") by and between:

"Client"

Name: City of Burton
Address: 4093 Manor Drive, Burton, Michigan 48519
Phone:
Representative: Charles Abbey, DPW Director Email: c.abbey@burtonmi.gov

"Stantec"

Name: Stantec Consulting Michigan Inc.
Address: 1168 Oak Valley Drive, Suite 100, Ann Arbor, MI 48108
Phone: 734-761-1010
Representative: Spencer Cain, PE, Principal Email: spencer.cain@stantec.com

Professional Services - 2026 Citywide Wastewater Assessment Update (Flow Monitoring & Modelling) (the "Project"):

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff within 28 days of receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make electronic payment of the invoices, the details of which can be obtained or verified by contacting ar@stantec.com.

Unless expressly defined in the scope of work attached to this Agreement, the Services do not include any services related to lawsuits, arbitrations, mediations, government enforcement actions, or freedom of information requests ("FOI"). The Client agrees to compensate Stantec on a time and materials basis at rates two times (2x) those identified in Stantec's current rate table if Stantec is required to respond to a FOI, subpoena, serve as a witness, or prepare for or attend a deposition, examination for discovery, trial, arbitration, or mediation arising out of the Project or related to a legal proceeding to which Stantec is not a named defendant.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits, or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as or be an employee of the Client.

TERMINATION: Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations, and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the Services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities, or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup, or related costs.

In the prosecution of work, Stantec will take reasonable precautions to avoid damage to subterranean structures or utilities. However, it is the responsibility of the Client to provide Stantec with assistance in locating underground structures and utilities in the vicinity of any construction, exploration, or investigation. Stantec shall also rely upon third party sources in order to determine the existence and location of any underground structures and utilities of any kind. The Client acknowledges and agrees that Stantec may rely on such third-party advice, so long as such third party is, in Stantec's opinion, a reasonable source for such information, without any requirement that Stantec shall make an independent evaluation or investigation of such underground structures and utilities. In the event that the information supplied by third parties is incorrect, the Client acknowledges that Stantec shall not be responsible for any damages done to any such underground structures or utilities. If neither party can confirm the location of such structures and utilities, the Client agrees to accept all liabilities, costs, expenses and damages, whether direct, indirect, economic, punitive, incidental, special, exemplary or consequential, associated with the repair, replacement or restoration of any damages to such structures and utilities caused by Stantec or its subcontractor(s) or subconsultant(s) in the performance of the Services and the Client agrees to defend, indemnify and hold Stantec harmless from any such damages.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws, and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes, and regulations of government agencies, including federal, state, provincial, municipal, and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations, and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment, or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify, and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers, or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

In no event shall Stantec's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon, or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify, and hold Stantec, its officers, employees, consultants, and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed, and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions, or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Agreement Date noted above.

City of Burton**Stantec Consulting Michigan Inc.**

Charles Abbey
DPW Director

Print Name and Title

Spencer Cain, PE
Principal

Print Name and Title

Signature _____

Signature  _____

Attached to and forming part of the Agreement BETWEEN:

City of Burton
(Hereinafter called the "Client")
- and -
Stantec Consulting Michigan Inc.
(Hereinafter called "Stantec")

EFFECTIVE: June 10, 2026

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above-described Agreement.

SERVICES: Stantec shall perform the following Services:

See Attached Proposal
(Hereinafter called the "Services")

CONTRACT TIME: Commencement Date: June, 2026
Estimated Completion Date: June, 2027

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

\$206,778.00

Project specific charges, such as subconsultants; travel, accommodations, and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased, or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

No additional conditions

**ADDITIONAL
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Rate Table

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.

Title	Hourly Rate	Description
Construction Technician CAD Technician	\$119 - \$145	<ul style="list-style-type: none"> Junior-level position Independently carries out assignments of limited scope using standard procedures, methods, and techniques Assists senior staff in carrying out more advanced procedures Completed work is reviewed for feasibility and soundness of judgment Graduate from an appropriate post-secondary program or equivalent Generally, four years' work experience
Engineering Assistant Engineer-In-Training Construction Technician Administrative Support	\$150 - \$164	<ul style="list-style-type: none"> Fully qualified professional position Carries out assignments requiring general familiarity within a broad field of the respective profession Makes decisions by using a combination of standard methods and techniques Actively participates in planning to ensure the achievement of objectives Works independently to interpret information and resolve difficulties Graduate from an appropriate post-secondary program, with credentials or equivalent Generally, six years experience
CAD Manager Designer Process Designer Project Engineer Senior Project Engineer Survey Manager Construction Technician Senior Civil Engineer Environmental Engineer Survey Crew Chief	\$177 - \$197	<ul style="list-style-type: none"> First level supervisor of first complete level of specialization Provides applied professional knowledge and initiative in planning and coordinating work programs Adapts established guidelines as necessary to address unusual issues Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment Graduate from an appropriate post-secondary program, with credentials or equivalent Generally, nine years' experience
Associate Senior Associate Project Manager Field Services Manager Landscape Architect	\$203 - \$223	<ul style="list-style-type: none"> Highly-specialized technical professional or supervisor of groups of professionals Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise Participates in short and long range planning to ensure the achievement of objectives Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures Reviews and evaluates technical work Graduate from an appropriate post-secondary program, with credentials or equivalent Generally, ten years' experience with extensive, broad experience
Principal Senior Principal Vice President	\$251 - \$285 \$295 - \$302	<ul style="list-style-type: none"> Senior level consultant or management function Recognized as an authority in a specific field with qualifications of significant value Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise Independently conceives programs and problems for investigation Participates in discussions to ensure the achievement of program and/or project objectives Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects Graduate from an appropriate post-secondary program, with credentials or equivalent Generally, fifteen years' experience with extensive professional and management experience
Survey Crew	\$205 \$225 \$300 \$340	1 person crew 1 person crew – overtime 2 person crew 2 person crew – overtime

CITY OF BURTON
GENESEE COUNTY, MICHIGAN

ORDINANCE NO. 2026 -02- 157

AN ORDINANCE AMENDING, CHAPTER 157 OF THE CODE
OF ORDINANCES OF THE CITY OF BURTON BY THE
AMENDMENT OF THE HOURS OF OPERATION FOR
MARIJUANA FACILITY

THE CITY OF BURTON ORDAINS:

SECTION I

Chapter 157.099(A)(1) of the Code of Ordinances of the City of Burton shall be amended by the following:

(A) Operational limitations.

- (1) A commercial medical marijuana transaction facility shall only operate between 8:00 a.m. and 9:00 p.m. Monday through Saturday and 8:00a.m. and 9:00 p.m. Sunday.

SECTION II

Chapter 157.101(A)(1) of the Code of Ordinances of the City of Burton shall be amended by the following:

(A) Operational limitations.

- (1) A marijuana establishment shall only operate between 8:00 a.m. and 9:00 p.m. Monday through Saturday and 8:00a.m. and 9:00 p.m. Sunday.

SECTION III

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

SECTION IV

The violation of the terms of this Ordinance shall be a municipal civil infraction.

SECTION V

If any section, part, or provision of this Ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, then it is expressly provided and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION VI

This Ordinance, or a synopsis thereof, shall be published in a newspaper of general circulation within the City of Burton, Genesee County, Michigan, and shall become effective 30 days after publication.

SECTION VII

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

CITY OF BURTON,

By: Duane Haskins, MAYOR

By: Rachael Boggs, CLERK

Ordinance introduced on:

Second Reading:

Publication date:

Effective date: