



CITY OF BURTON

CITY COUNCIL MEETING

JULY 6, 2026

AGENDA

Council Chambers

Regular Meeting

7:00 PM

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

A. Call To Order

B. Invocation

LED BY: Councilman Kris Johns

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

LED BY: Councilman Kris Johns

D. Roll Call

E. Approval of Agenda

1. Approve the agenda as presented.

F. Staff Present

G. Approval of Minutes

1. City Council Regular Meeting May 18, 2026, at 7:00 PM.
City Council Budget Workshop May 19, 2026, at 6:00 PM.
City Council Regular Meeting June 1, 2026, at 7:00 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), 6/11/26 to 6/30/26, invoice # 1102 & 1103, in the amount of \$3,539.00.
2. Approve and authorize the Mayor and City Clerk to execute a Contract with the Michigan Department of Transportation for The performance of preliminary engineering activities for road rehabilitation along East Maple Ave from Dort Hwy to Center Road; and all together with necessary related work in the City of Burton, Genesee County (DPW project No. 26-002-P) MDOT Control Section STU 25000, Michigan Department of Transportation Contract 26-5219 for Job Number 223947PE at an estimated total cost of \$25,425 of which the City of Burton's final cost will be approximately

\$5,085.00. and to authorize Amber Abbey, Street Administrator / Deputy DPW Director to digitally sign said contract on behalf of the City of Burton.

3. Approve and authorize the Mayor and City Clerk on behalf of the City of Burton to execute a construction contract with Zito Construction, 8033 Fenton Road Grand Blanc, MI 48439, for the Eugene Street Drain Crossing over the Phillips Drain, in amount of \$61,952.00.
4. Approve and authorize the Burton City Council to set a Public Hearing on Monday, August 17, 2026 for the following properties: 1409 Allen at 6:45 p.m.; 1415 Allen at 6:30 p.m.; 3260 Alpena at 6:15 p.m.; 5240 Arnold at 6:00 p.m.; 3191 Bristol Rd at 5:45 p.m.; 4312 S. Dort Hwy (including all 3 parcels) at 5:30 p.m.; and Tuesday August 18th, 2026 for the following properties: 1252 Decamp at 6:45 p.m.; 2457 Judd Rd at 6:30 p.m.; 6254 Mercury at 6:15 p.m.; 4153 S. Saginaw at 6:00 p.m.; 4225 S. Saginaw at 5:45 p.m.; to consider any objections and/or favorable comments relative to the Investigation of Potential Nuisance or Hazardous Condition of Premises on the following properties located in the City of Burton: should the council find this favorable or any other date and time Council prefers, allowing 45 days to get title search done and notice to property taxpayers for the scheduled hearings.
5. Approve a budget amendment within the General Operating Fund- Election Department as follows; Increase 101-262-977.000 New Equipment by \$4,000.
6. Approve a budget amendment within the General Operating Fund- Assessor Department as follows; Increase 101-257-985.000 Vehicle from \$28,000 to \$28,687.

M. Second Reading of Ordinance

1. Approve and Authorize the second reading of 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 July 20, 2026 @ 7:00 PM.

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



CITY OF BURTON

CITY COUNCIL MEETING

MAY 18, 2026

MINUTES

Council Chambers

Regular Meeting

7:00 PM

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

A. Call To Order

President Fenner called the meeting to order at 7:00 PM.

B. Invocation

Led by: President Fenner

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

Led by: President Fenner

D. 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 John Wright

Absent: Tina Conley, Excused

E. Approval of Agenda

Motion to add to the agenda, item # 5: Motion to cancel the contract with ERC and instruct the administration to take the steps necessary to effectuate the same.

Motion by Council Member Heffner, second by Council Member Ellenburg, to Approve.

Voting Yes: Gregory Fenner, Candice Miller, Steven Heffner, Ellen Ellenburg, Kris Johns, John Wright

Voting No: None

Motion Passed 6 - 0.

1. Approve the agenda as amended.

Motion by Council Member Heffner, second by City Council Member Wright, to Approve with the addition of agenda item # 5.

Voting Yes: Gregory Fenner, Candice Miller, Steven Heffner, Ellen Ellenburg, Kris Johns, John Wright

Voting No: None

Motion Passed 6 - 0.

F. Staff Present

Duane Haskins, Mayor

Racheal Boggs, City Clerk

Charles Abbey, DPW Director

Kirk Wilkinson, Fire Chief
Amanda Odette, City Attorney

G. Approval of Minutes

1. City Council Special Meeting, April 29, 2026, at 6:00 PM.
City Council Public Hearing, May 4, 2026, at 6:00 PM
City Council Budget Hearing, May 4, 2026, at 6:30 PM.

Motion by Council Member Miller, second by Council Member Ellenburg, to Approve.
Voting Yes: Gregory Fenner, Candice Miller, Steven Heffner, Ellen Ellenburg, Kris Johns, John Wright

Voting No: None

Motion Passed 6 - 0.

H. Administrative Reports

Mayor Haskins reported the following:

The staff has been busy with road projects and the Memorial Day celebration coming up. Happy Memorial Day to everyone. We hope you will come out and enjoy the following festivities:

Memorial Day Race 8:30 AM

Cornhole 12:00 PM

Parade 1:00 PM

Kid Zone 2:00 PM

Car Show, flyover, and memorial service 3:00 PM

Live Music 5:00 PM

Fireworks at dusk

I. Committee Reports

Mrs. Miller stated the library had another great sale on Saturday. We are planting flowers this Saturday that were donated by Beautify Burton. Anyone who would like to help is welcome.

Mrs. Ellenburg stated the 911 Consortium met last Tuesday. I get to sit in the Council President's position on the Executive Board. The consortium has agreed to go to BS&A and pay for the upgrade that will be required in five years for cloud services. We should think about earmarking some money for this during our budget discussions.

Mr. Johns stated Parks & Recreation met last week. We had wonderful direction with the new Chairperson and new Parks Directors. Historically, we have been focused on events geared toward our youth. We are now making active efforts to have a full age spectrum of event options. We are taking feedback from the community through surveys. We now have a full board representing all areas of Burton, and positive things are coming out of this department.

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.

Dr. Kristy Spann of 6143 Greenview Court in Burton spoke about the Burton Rock and Blues Fest that will take place this Saturday. The Chamber has worked very hard on this event for the third year in a row. There will be several rock and blues bands, and it should be a fun time.

Dr. Melinda Benn of 6177 E. Bristol Road in Burton stated it is EMS Week. In August, there will be a millage renewal for the Sheriff/Paramedic division. She spoke in support of the millage renewal.

Jim Craig of 6295 Hidden Trails in Burton stated one of the goals of the Parks & Recreation Department is to promote health and wellness in the community. He spoke about the Burton Walking Club that will meet on the first and third Wednesday of each month at 7:00 PM. June 3rd will be the first meeting at Formar.

K. Council Discussion

None.

L. Council Action

1. Approve and Authorize the payment of Attorney Billing (Odette) 4/30/26 to 5/13/26, invoice 1090 & 1091, in the amount of \$3,745.00.

Motion by Council Member Heffner, second by Council Member Miller, to Approve.

Voting Yes: Gregory Fenner, Candice Miller, Steven Heffner, Ellen Ellenburg, Kris Johns, John Wright

Voting No: None

Motion Passed 6 - 0.

2. Approve and Authorize the payment of Attorney Billing (Miller Johnson) 4/1/26 to 4/30/26, invoice 2069523, in the amount of \$4,565.40.

Motion by Council Member Heffner, second by Council Member Miller, to Approve.

Voting Yes: Gregory Fenner, Candice Miller, Steven Heffner, Ellen Ellenburg, Kris Johns, John Wright

Voting No: None

Motion Passed 6 - 0.

3. Approve and authorize the request for Residential Sanitary Sewer & Water Installer's License for Gazda's Grading & Excavating, 9440 Apple CT. Fenton MI, 48430.

Motion by Council Member Miller, second by Council Member Heffner, to Approve.

Voting Yes: Gregory Fenner, Candice Miller, Steven Heffner, Ellen Ellenburg, Kris Johns, John Wright

Voting No: None

Motion Passed 6 - 0.

4. Approve and authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Burton, dated 3/9/2016, in accordance with the Authorization for Change in Standard Lighting Contract to install 1 streetlight at the corner of Pear Tree and Belsay Road at a cost estimate of \$230.00.

Motion by Council Member Heffner, second by Council Member Miller, to Approve.

Voting Yes: Gregory Fenner, Candice Miller, Steven Heffner, Ellen Ellenburg, Kris Johns,

John Wright

Voting No: None

Motion Passed 6 - 0.

5. Motion to cancel the contract with ERC and instruct the administration to take the steps necessary to effectuate the same.

Motion by Council Member Heffner, second by Council Member Miller, to Approve.

Voting Yes: Gregory Fenner, Candice Miller, Steven Heffner, Ellen Ellenburg, Kris Johns, John Wright

Voting No: None

Motion Passed 6 - 0.

Mr. Fenner announced that the Burton Kiwanis had donated four pitching machines to the Burton Youth League. Thank you to the members of the Kiwanis who were instrumental in doing this.

Mr. Heffner asked about the time for the Burton Rock and Blues Fest.

Mrs. Ellenburg responded that the event would be at the Burton Eagles from 1:00 PM to 10:00 PM.

M. Meeting Adjournment

The next regularly scheduled meeting will be held on June 1, 2026 @ 7:00 PM.

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

President Fenner adjourned the meeting at 7:17 PM.

[MIN_SIGNATURES]



CITY OF BURTON

CITY COUNCIL MEETING

MAY 19, 2026

MINUTES

Council Chambers

Budget Workshop

6:00 PM

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

A. Call To Order

President Fenner called the meeting to order at 6:00 PM.

B. Roll Call

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

Absent: Council Member Tina Conley

C. Staff Present

Duane Haskins, Mayor
Racheal Boggs, City Clerk
Brandy Ruth, Controller
Ryan Bertram, IT Director
Jean Johnson, Senior Center Director

D. Budget Discussion

Mayor Haskins stated, I just want to fill you guys in on something real fast as it pertains to the rubbish section that we will be getting into. At the Council meeting, we will be coming for a budget transfer for rubbish. Due to the fuel surcharge, we do not have enough to cover the bill. It is averaging about \$10,000 a month. There will be an adjustment in this year's budget up to \$120,000 to cover the approximate \$10,000 a month in fuel surcharge. If fuel prices go back down, then obviously that would be eliminated. So, we just wanted to give you a heads-up that it will be at Council and that is why there are adjustments to the budget. Also, I want to let everyone know that our Senior Center Director, Jean Johnson, is here with us tonight, but she will not be here with us for much longer as she is moving on into heavenly retirement. She will be sadly missed. Her replacement will be announced soon.

1. IT

Mr. Fenner stated at this time, I will turn it over to our Finance chair, Mr. Johns.

Mr. Johns stated that tonight we will be addressing IT, senior center and libraries, rubbish, SAD's and component units. I would like to turn it over to Mrs. Ruth.

Mrs. Ruth stated that on page 36 is the information technology fund budget, and that is where we will begin this evening. As you will notice, we have covered these budget revenues in other budget meetings. We were able to get a 3.5% reduction in the IT revenues. With an overall reduction in expenditures of 1.6%.

Mrs. Ellenburg stated that I mentioned the BS&A Cloud at the last meeting. Would it be possible to earmark \$50,000 for that? Earmark it for the increase that is going to be mandated in 5 years.

Mrs. Ruth stated, I am unaware of what you are referring to. Could you explain further, please?

Mrs. Ellenburg stated, I talked with Flint Township, and they were told that in approximately 5 years, BS&A would be mandating it to all go to the cloud. Is everything all on the cloud now?

Mrs. Ruth stated that we are currently not on BS&A Cloud. That is a system transfer, and that would look closer to a quarter of a million dollars for us to transfer to the cloud.

Mrs. Ellenburg stated the mandate will be to switch to the BS&A Cloud.

Mrs. Ruth stated we have inquired with BS&A, and we have not been given a sunset date for the dot net version, which is what we currently work with. We will seek additional information from them.

Mrs. Ellenburg stated, Yes, could you look into that and get back with us? Because I think if it is going to be that big of an amount, then we need to start putting money aside so that we are not hit with it all at once in 5 years.

Mr. Fenner stated, how do we allocate BS&A? Is it paid for by all the other departments that use it, like everything else with IT?

Mrs. Ruth stated that is correct.

Mr. Fenner stated, to Mrs. Ellenburg's point, we would need all the departments to start putting money aside to save for this then.

Mayor Haskins stated, I think the problem is, we do not have a sunset date for this yet and without one, we do not know when our end date is and when we have to start new again. So we can not just throw out a frivolous amount right now and hope it will be done for this budget. We have to wait for the numbers from BS&A.

Discussion continued about BS&A Cloud and the possible mandate in the future.

Mr. Heffner asked, have we been progressing with our new website?

Mr. Bertram stated, yes, we are. We just got the final notice from them on the content migrations, so we are doing spot checks to make sure that the existing site's content transfers over correctly to each department site and that it is specified correctly. At that point, we will be scheduling trainings for the department heads so they will be able to make changes to their existing sites, and then we will be going live soon.

Mr. Fenner asked, will the notification system still be available on the new website for the residents?

Mr. Bertram said yes, that is correct. That will be built right into the new system.

Discussion ensued about the current website's features.

Mr. Johns said, thank you, everyone. Those were all good questions that I know the public has brought up as well. Are there any further questions about the IT budget?

2. Senior Center & Libraries

Mrs. Ruth stated moving on to the senior center, which is on page 37. The change in revenue in the budget is due to the ARPA senior center improvement grant that we received. But overall the budget revenues did not change significantly. The line item with the most significant increase is for repairs and maintenance. That is because we have 5 different projects planned for the senior center in additional capital improvements.

Mrs. Miller stated, I have noticed that the library has been repaired in some areas and not in other areas. I think we need to put more money in there to make sure they can get it painted this year and replace the shutters and things like that. What do we think about putting another \$5,000 in there and making it \$20,000?

Discussion ensues about adding additional funding for the library.

Mayor Haskins stated, let's move back to the senior center discussion. When we are done with that, we can move on to the library. But, if you guys are done with that, then I am fine with that too.

Mr. Johns stated that knowing we will have a transition in leadership there, I would ask to increase the training budget for the senior center just to allow additional training opportunities for them.

Mrs. Johnson stated that the amount of money that is there now would be adequate for providing training and would also allow extra training for potential new hires as well.

Mr. Johns stated that in light of the transition and the opportunity for networking and for the greater enrichment for the future of the Burton Senior Center. Is there a certain number that the Council would be comfortable with?

The Council agrees to put that line item for training at \$2,500.

Discussion ensued about the ARPA money and the Senior Center.

Mr. Johns stated, any additional discussion on the Senior Center budget?

Mrs. Johnson stated, Thank you, you've all been a pleasure to work with.

Mr. Heffner stated, I would like to add \$5,000 to the Memorial Library budget.

Mr. Johns stated the Council proposes an increase of \$5,000 for the line item repairs and maintenance for the Memorial Library. Thank you.

3. Rubbish

Mrs. Ruth stated, moving on to the rubbish portion of the budget on page 40. You will see a rubbish fee of \$2,038,242.00 with the \$120,000 increase that you will need to make a note of on your budget books. Please make the same adjustment to the garbage collection line under expenditures.

Mr. Johns asked how Emterra notifies the city of changes in fuel charges.

Mayor Haskins stated Emterra has a cap on their gas prices per the contract. It is roughly around \$10,000 a month. This is sort of an enterprise fund in a way, because people are paying for that service. Residents are only billed what we get charged.

4. SAD's

Mrs. Ruth said Special Assessments begin on page 42. For the SAD's, we have an account where we receive the revenue and a debt service account going out. They are all structured repayments with specified end dates and stipulated interest rates.

Mr. Fenner stated we have to be close to the end of Amy Street.

Mrs. Ruth stated there is one more year after this fiscal year's budget.

5. Component Units

Mrs. Ruth stated that Component Units begin on page 53. Economic Development Corporation is a fund with just interest income coming in. The account is not active, so there are no expenditures.

Mayor Haskins stated this has been here forever. It may be something we can use for Southmoor.

Mrs. Ruth stated on page 54, you'll see the Downtown Development Authority (DDA). They have set their budget up and held the public hearing. The final component unit is the building authority. This account has no activity and has a balance of \$3,260.

Mrs. Ellenburg asked about plans to enhance the Welcome to Burton sign at Saginaw and Maple.

Mayor Haskins stated that there are plans for that, as well as something similar on Saginaw and Hemphill.

Mrs. Ruth stated the DDA has budgeted \$20,000 for landscape, lighting, and water to be added to that area.

Discussion continued about the DDA plans, Consumers Energy, the existing banner poles, and potential arches in the downtown district.

Mrs. Ruth stated that it concludes the scheduled topics for tonight. I have the wrap-up prepared for you with the changes we have made. Would you like to complete the wrap-up tonight?

Mr. Johns said yes, please.

Mrs. Ruth provided the council members with a spreadsheet and summarized the recommended changes to the 2026-27 budget.

Mr. Heffner asked about the \$250 tip for employees.

Mayor Haskins stated Plante Moran and the labor attorney have both said this cannot be

a tip.

Mrs. Ellenburg stated, I thought the idea was to commemorate the 250th Anniversary of America. We could buy a bench to put in front of City Hall to honor the employees and the 250th Anniversary. I believe the taxpayers would rather see this. I would like to add \$20,000 to the budget for benches. Council agreed.

Discussion continued about the purchase of benches and ways to reward employees.

Mr. Fenner asked council if they would like to keep the \$33,000 in the budget as a bonus for employees. Council agreed.

Mr. Johns said I have total additions to the budget of \$271,165.00. Is that correct, Madam Controller?

Mrs. Ruth said, yes. The new ending fund balance would be \$1,727,152.00.

Discussion regarding Veterans Memorial Park and the addition of names to the wall. Council is in support of adding additional walls to the Veterans Memorial Park.

Mayor Haskins stated, I will bring you the estimates.

Mr. Heffner stated I would like to put \$60,000 in the budget for engineering under contractual services. Council agreed.

Discussion continued about Veterans Memorial improvements.

Mr. Johns asked for confirmation of the total additions to the budget. Controller Ruth confirmed the total increase is \$331,165.00.

Mr. Fenner thanked the Controller, administration, and council for a smooth budget process. Mayor Haskins agreed. Thank you. We have done things together that have never been done, and I am proud that we can all work together for the betterment of our city.

E. Meeting Adjournment

The meeting was adjourned at 7:06 PM.

[MIN_SIGNATURES]



CITY OF BURTON

CITY COUNCIL MEETING

JUNE 1, 2026

MINUTES

Council Chambers

Regular Meeting

7:00 PM

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

A. Call To Order

President Fenner called the meeting to order at 7:00 PM.

B. Invocation

LED BY: Council President Greg Fenner

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

LED BY: Council President Greg Fenner

D. 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

E. Approval of Agenda

1. Approve the agenda as presented.

Motion by Council Member Ellenburg, second by Council Member Conley, to Approve.

Voting Yes: Gregory Fenner, Candice Miller, Steven Heffner, Ellen Ellenburg, Kris Johns, Tina Conley, John Wright

Voting No: None

Motion Passed 7 - 0.

F. Staff Present

Racheal Boggs, City Clerk

Charles Abbey, DPW Director

Ted Valley, HR Director

Brian Ross, Police Chief

Kirk Wilkinson, Fire Chief

Amanda Odette, City Attorney

G. Approval of Minutes

1. City Council Regular Meeting May 4, 2026, at 7:00 PM
City Council Budget Workshop May 5, 2026, at 6:00 PM
City Council Budget Workshop May 6, 2026, at 6:00 PM

Mr. Miller stated I spoke to the clerk, and she will add the roll call for the May 4th meeting.

Motion by Council Member Miller, second by Council Member Ellenburg, to Approve as Amended.

Voting Yes: Gregory Fenner, Candice Miller, Steven Heffner, Ellen Ellenburg, Kris Johns, Tina Conley, John Wright

Voting No: None

Motion Passed 7 - 0.

H. Administrative Reports

Mr. Abbey stated that the mayor cannot be here tonight. Belsay Road will be closed at the Railroad crossing for two weeks. There will be public service announcements, and dates will be on our website. The first phase of road projects is underway. We are getting things done fast. Toward the end of the season, if there is money left, we would like to get the contractor to do a couple more areas.

I. Committee Reports

Mrs. Ellenburg stated that the legislative meeting scheduled for June 15th will be canceled as we have no items that need to be discussed. I met with MSU Extension today with Mayor Haskins. We have a special meeting set up on July 20th at 6:00 PM to discuss bringing a Youth Advisory to Burton.

Mr. Heffner stated this will be a good resource for our Youth Advisory. The MML will have all the information we need and there is no cost to us.

Mr. Fenner asked if MML would give a presentation as well.

Mr. Heffner said we can probably get them to do it.

Mr. Fenner stated our Retail Fraud Task Force is doing very well. The word is out that Burton is not the place to come and commit retail fraud. I would like to thank everyone for their hard work.

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.

Patrick Dargel of 6119 Hugh Street spoke about the train stopped at the Canadian National Railroad crossing on Genesee Road.

Mike Wilson of 2273 Dudley Street spoke about motorcycles parked on sidewalks on Judd and Bristol Roads, Hedges at Fern and Bristol, which creates a blind corner for traffic, and dogs running loose. He also expressed concerns about mini bikes and side by sides speeding down Fern Avenue.

Jim Craig of 6295 Hidden Trails invited everyone to join the Burton Walking Club this Wednesday, June 3rd at Formar at 7:00 PM. We will rotate through different areas of the city on the first and third Wednesdays of each month at 7:00 PM. Everyone is welcome.

Dr. Melinda Benn of 6177 E. Bristol Road spoke in favor of the paramedic millage renewal and her disappointment in the council's response to her comments at the last meeting.

Rebecca Martin of 2039 E. Williamson thanked Mr. Johns for providing flowers and spoke

about the condition of the old Bourbon Street building on Saginaw Street.

K. Council Discussion

Mr. Heffner asked, what terms did we give Bourbon Street?

Mr. Abbey stated we gave him some time. I can't recall what it was, but he planned to put a laundromat in there and was supposed to submit a site plan. They have done nothing except use it as a storage unit. We talk about this place every day at the DPW. We need to start the demo proceedings over again.

Mrs. Ellenburg asked if the taxes were paid.

Mr. Abbey stated they were at one time. I haven't checked lately. It appears that you asked for an immediate remedy of the parking lot and weeds, and to provide drawings and financing paperwork within 60 days. That was in July of 2024.

Attorney Odette stated there is an argument that we unreasonably delayed.

Mr. Abbey said we sent a letter a couple of weeks ago, and I'll check to see if they responded. If not, we will have to set up a hearing for the demo.

Discussion continued regarding the condition of the building and the demo process.

Mrs. Ellenburg stated, I understand the issues on Fern. I would like Mr. Wilson to provide the addresses to the Police Chief.

Mr. Johns thanked Lyndi Bigsby for her wonderful coordination of the Memorial Day event. Thank you Madam Clerk for leading the efforts to get Veterans Memorial ready for the ceremony. Also, thank you to Chris Kupaldi from the Wolverine Model Boat Club, who held a wonderful event at Kelly Lake. It was great to see so many people come out to use the park.

L. Council Action

1. Approve and Authorize the payment of Attorney Billing (Odette) 5/14/26 to 5/27/26, invoice 1092 & 1093, in the amount of \$1,984.00.

Motion by Council Member Conley, second by Council Member Miller, to Approve.

Voting Yes: Gregory Fenner, Candice Miller, Steven Heffner, Ellen Ellenburg, Kris Johns, Tina Conley, John Wright

Voting No: None

Motion Passed 7 - 0.

2. Approve and authorize the Mayor and Clerk to execute a contract with Springline Excavating, LLC, Farmington Hills, MI for the Center Road Watermain Improvements 25-001-W in the amount of \$1,120,415.50.

Motion by Council Member Heffner, second by Council Member Miller, to Approve.

Voting Yes: Gregory Fenner, Candice Miller, Steven Heffner, Ellen Ellenburg, Kris Johns, Tina Conley, John Wright

Voting No: None

Motion Passed 7 - 0.

3. Approve and Authorize the Mayor and Clerk to approve the contract with Stantec Consulting Michigan Inc., 3754 Ranchero Drive, Ann Arbor, MI 48108-2771. To provide as needed construction engineering for the Center Road Watermain upgrade project at a cost not to exceed \$144,520.00.

Motion by Council Member Heffner, second by Council Member Miller, to Approve.

Voting Yes: Gregory Fenner, Candice Miller, Steven Heffner, Ellen Ellenburg, Kris Johns, Tina Conley, John Wright

Voting No: None

Motion Passed 7 - 0.

4. Approve and authorize the Mayor and Clerk to execute a contract with ROWE Professional Services Company for Design Engineering for SAD 26-009-P for gravel to asphalt paving of Sitka Street in the amount not to exceed \$42,500.00.

Motion by Council Member Heffner, second by Council Member Conley, to Approve.

Voting Yes: Gregory Fenner, Candice Miller, Steven Heffner, Ellen Ellenburg, Kris Johns, Tina Conley, John Wright

Voting No: None

Motion Passed 7 - 0.

5. Approve the following budget amendment within the Rubbish Collection & Disposal Fund as follows; Increase 226-000-830.000 Garbage Collection to \$2,015,265.00.

Mr. Johns asked for clarification of this amount and why it differs from the budget meeting. It is less than we budgeted.

Mr. Abbey stated, I think when we got the fuel surcharges, it had to be recalculated.

Mr. Fenner stated this is for this year's budget, not the new 2026-27 budget.

Mr. Abbey stated part of it is for this year, and part of it is for the 2026-27 budget.

Mr. Heffner stated, speaking of rubbish, what is considered a breach of contract with Emterra? They miss streets every week. That is not what our residents are paying for. They deserve better.

Motion by Council Member Heffner, second by Council Member Miller, to Approve.

Voting Yes: Gregory Fenner, Candice Miller, Steven Heffner, Ellen Ellenburg, Kris Johns, Tina Conley, John Wright

Voting No: None

Motion Passed 7 - 0.

6. Approve and Authorize the City of Burton Resolution 2026-09, a Resolution Approving all General Appropriation Funds for Fiscal Year 2026-2027.

Motion by Council Member Heffner, second by Council Member Conley, to Approve.

Voting Yes: Gregory Fenner, Candice Miller, Steven Heffner, Ellen Ellenburg, Kris Johns, Tina Conley, John Wright

Voting No: None

Motion Passed 7 - 0.

7. Approve and authorize the City of Burton Budget Resolution 2026-08 for all

General Appropriation Act Funds for the
2026-2027 fiscal year and that the City of Burton Budget be adopted on a
departmental basis.

Mr. Heffner stated in the past that this agenda language always had a blank spot, and we could fill in "on a departmental basis" or a "line item" budget. For some reason, that was left out, but I want the new council members to know this is our choice. I am not suggesting a line item budget. We have done it in the past when past administrations were out of control. That is not the case here.

Motion by Council Member Heffner, second by Council Member Miller, to Approve.
Voting Yes: Gregory Fenner, Candice Miller, Steven Heffner, Ellen Ellenburg, Kris Johns, Tina Conley, John Wright
Voting No: None
Motion Passed 7 - 0.

M. Meeting Adjournment

The next regularly scheduled meeting will be held on June 15, 2026 @ 7:00 PM.

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

Meeting adjourned at 7:41 PM.

[MIN_SIGNATURES]

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

STP
PRELIMINARY ENGINEERING
MODIFIED PART II

Control Section
Job Number
Project
CFDA No.

Contract Number

DA
STU 25000
223947PE
26A0577
20.205 (Highway
Research Planning &
Construction)
26-5219

PART 1

THIS CONTRACT, consisting of PART 1 and PART II (Modified Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT and the CITY OF BURTON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the performance by the REQUESTING PARTY of preliminary engineering, consisting of the preparation of reports and studies, as well as the surveys and design, necessary for the construction of the following improvements in the Burton, Michigan, which preliminary engineering is hereinafter referred to as the "PROJECT":

The performance of preliminary engineering activities for roadway improvements along East Maple Avenue from Dort Highway to Center Road; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART 1 and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s):

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

5/13/87 STPPE.FOR 6/8/26

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto approve of and shall undertake and complete the PROJECT in accordance with the terms of this contract.

Pursuant to Title 2 of the Code of Federal Regulations Part 200, a description of the federal award for the project is shown in detail on EXHIBIT "1", dated June 8, 2026, and made a part of this document.

2. The term "PROJECT COST", as herein used, is hereby defined as all the costs necessary for the performance of the PROJECT work, including the costs of design, design surveys, final construction plans and specifications, and any costs incurred by the DEPARTMENT as a result of this contract.

3. The REQUESTING PARTY will perform or cause to be performed all the PROJECT work. A separate work authorization will be issued to the REQUESTING PARTY by the DEPARTMENT for the commencement of the PROJECT work. The method of performing the work will be indicated on the work authorization.

4. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Flex Funds in combination with Federal Surface Transportation Urban Funds shall be applied to the eligible items of the PROJECT COST at the established Federal participation ratio equal to 80 percent with Federal Surface Transportation Flex Funds limited to \$626 and used first. The balance of the PROJECT COST, after deduction of Federal Funds, shall be paid by the REQUESTING PARTY. The PROJECT COST and the cost participation are estimated to be as follows:

ESTIMATED COST	\$25,425
FEDERAL SHARE	\$20,340
REQUESTING PARTY'S SHARE	\$5,085

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

5. The construction of the improvements for which the PROJECT work is being performed and the construction engineering work related thereto will be covered by a separate contract.

6. A working capital deposit is not required for the PROJECT.

7. The contracting parties do hereby agree to be bound by all of the provisions and conditions set forth in PART II hereof which are applicable to the PROJECT.

In the event of any inconsistency between PART 1 and PART II of this contract, the provisions of PART 1 shall prevail.

8. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the state and/or the FHWA.

5/13/87 STPPE.FOR 6/8/26

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

9. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

10. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

11. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF BURTON

By
Title

By
Title

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By
for Department Director MDOT



5/13/87 STPPE.FOR 6/8/26

EXHIBIT 1

Notification of Required Federal Program Information to Subrecipients for
Federal Funding

Does this project receive Federal funds? Yes

Subrecipient's Name: City of Burton

Subrecipient's Unique Entity Identifier Number (UEI): JL8YL7QGJA64

Federal Grant/Project Number(s): 26A0577

MDOT Project Number: 223947PE

Project Description: The performance of preliminary engineering activities for roadway improvements along East Maple Avenue from Dort Highway to Center Road; and all together with necessary related work.

CFDA Number, Federal Agency, Program Title: CFDA 20.205
Highway Research Planning & Construction

Federal Award Identification Number(s) (FAIN): 693JJ22630000Y230MI26A0577 and
693JJ22630000Y240MI26A0577

Federal Award Date: April 24, 2026

Period of Performance Start Date: April 24, 2026

Period of Performance End Date: December 31, 2026

Amount of Federal Funds obligated by this action: \$20,340

Total amount of Federal Funds obligated: \$20,340

Total amount of the Federal award: \$25,425

Budget Approved Cost sharing or matching, where applicable:
Federal Participation: \$20,340; Local Participation: \$5,085

Name of Federal awarding agency and contact information for awarding official:

Director Bradley C. Wieferich, P.E.
Michigan Department of Transportation
425 West Ottawa Street
Lansing, MI 48909

Is this a Research and Development award: No

Indirect cost rate for the Federal award (if applicable): Not Applicable

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

DOT

BUREAU OF HIGHWAYS
NON CONSTRUCTION
03-15-93

PART II
MODIFIED

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. All work shall be performed in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
- C. In conformance with FAPG (23 CFR 630C): Project Agreements, the parties to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. On those projects funded with Federal monies, the DEPARTMENT shall, as may be required, secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- C. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- D. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.
- E. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

- F. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- G. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- H. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 201, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- I. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- J. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- K. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that canceled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the canceled portions of the PROJECT will be promptly refunded.
- L. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the

language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FAPG Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. General Conditions:

1. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
2. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

SECTION IV

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way acquisition.
- C. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- D. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

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

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

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

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

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

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

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

RESOLUTION 2026-11
CITY OF BURTON
GENESEE COUNTY MICHIGAN

RESOLUTION

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

_____ **moved and** _____ **seconded the following:**

Approve and authorize the Mayor and City Clerk to execute a Contract with the Michigan Department of Transportation for The performance of preliminary engineering activities for road rehabilitation along East Maple Ave from Dort Hwy to Center Road; and all together with necessary related work in the City of Burton, Genesee County (DPW project No. 26-002-P) MDOT Control Section STU 25000, Michigan Department of Transportation Contract 26-5219 for Job Number 223947PE at an estimated total cost of \$25,425 of which the City of Burton's final cost will be approximately \$5,085.00. and to authorize Amber Abbey, Street Administrator / Deputy DPW Director to digitally sign said contract on behalf of the City of Burton.

CERTIFICATION

I, Racheal Boggs, City Clerk of Burton, do certify that the above Resolution was duly adopted in conformance with Act 267 Public Acts of Michigan, 1976, at a Regular Council Meeting of the City of Burton Council held at Burton City Hall, July 6, 2026 by the following vote:

Ayes:

Nays:

Absent:

THIS RESOLUTION IS DECLARED ADOPTED

Dated: _____

Racheal Boggs, City Clerk

Prepared by:
City of Burton
4303 S. Center Rd. Burton, MI 48519



June 30, 2026

Mr. Charles Abbey
City of Burton – DPW Director
4093 Manor Drive
Burton, MI 48519

RE: Eugene Street over Phillips Drain
Recommendation for Award

Dear Mr. Abbey:

On Tuesday, June 30, 2026, bids were opened and read publicly for the above reference project. The contractors that submitted a bid are stated below and detailed on the attached bid tabulation.

<u>Contractor</u>	<u>Total Bid Amount</u>
Zito Construction	\$ 61,952.00
Anlaan Corporation	\$107,880.00
L.A. Construction Corporation	\$207,245.60

Zito Construction is the lowest responsive bidder for the project. ROWE would support awarding the above-mentioned project to Zito Construction.

If you have any questions or need additional information regarding this matter, please contact me at phone number (810) 341-7500.

Sincerely,
ROWE Professional Services Company

Amanda N. Hemeyer, P.E.
Assistant Division Manager

Attachment

R:\Projects\2500806\Docs\Specs or Special Provisions\Bidding\Bids\Recommendation of Award.docx

SINCE 1962

Flint, MI | Lapeer, MI | Farmington Hills, MI | Grand Rapids, MI | Mt. Pleasant, MI | Oscoda, MI | Grayling, MI | Myrtle Beach, SC

Bid Comparison

Contract ID: 2500806
Description:
Location: Eugene Street over Phillips Drain
Projects(s): 2500806

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$142,246.00	129.60%	0.00%
1	(02985) Zito Construction	\$61,952.00	0.00%	-56.44%
2	(02946) Anlaan Corporation	\$107,880.00	74.13%	-24.15%
3	(_04067) L.A. Construction Corporation	\$207,245.60	234.52%	45.69%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Zito Construction		(2) Anlaan Corporation	
Description				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1100001	1	LSUM	\$13,000.00	\$13,000.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00
	Mobilization, Max								
0002	2017002	1	Sta	\$1,000.00	\$1,000.00	\$3,750.00	\$3,750.00	\$5,000.00	\$5,000.00
	_ Clearing, Modified								
0003	2050016	10	Cyd	\$35.00	\$350.00	\$565.00	\$5,650.00	\$100.00	\$1,000.00
	Excavation, Earth								
0004	2080044	10	Ft	\$20.00	\$200.00	\$20.00	\$200.00	\$5.00	\$50.00
	Erosion Control, Turbidity Curtain, Shallow								
0005	4017051	1	LSUM	\$60,000.00	\$60,000.00	\$30,000.00	\$30,000.00	\$27,000.00	\$27,000.00
	_ Culv Void Filling								
0006	7047051	1	LSUM	\$25,000.00	\$25,000.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00
	_ Bypass Pumping								
0007	7047051	1	LSUM	\$25,000.00	\$25,000.00	\$1,000.00	\$1,000.00	\$28,000.00	\$28,000.00
	_ Construction Dam								
0008	7062000	2	Cyd	\$600.00	\$1,200.00	\$1,600.00	\$3,200.00	\$3,500.00	\$7,000.00
	Conc, Grade 3500, Subfooting								
0009	8120140	2	Ea	\$550.00	\$1,100.00	\$1.00	\$2.00	\$400.00	\$800.00
	Lighted Arrow, Type C, Furn								
0010	8120141	2	Ea	\$100.00	\$200.00	\$1.00	\$2.00	\$100.00	\$200.00
	Lighted Arrow, Type C, Oper								
0011	8120170	1	LSUM	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00
	Minor Traf Devices								
0012	8120350	216	Sft	\$5.00	\$1,080.00	\$2.00	\$432.00	\$4.00	\$864.00
	Sign, Type B, Temp, Prismatic, Furn								
0013	8120351	216	Sft	\$1.00	\$216.00	\$1.00	\$216.00	\$1.00	\$216.00
	Sign, Type B, Temp, Prismatic, Oper								
0014	8130011	30	Ton	\$120.00	\$3,600.00	\$350.00	\$10,500.00	\$300.00	\$9,000.00
	Riprap, Plain								

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Zito Construction		(2) Anlaan Corporation	
					Bid Price	Total	Bid Price	Total	Bid Price	Total
0015	8167011	_ Slope Restoration, Modified	50	Syd	\$6.00	\$300.00	\$20.00	\$1,000.00	\$25.00	\$1,250.00
Bid Totals:					\$142,246.00		\$61,952.00		\$107,880.00	

Line	Pay Item Code	Description	Quantity	Units	(3) L.A. Construction Corporation		Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1100001	Mobilization, Max	1	LSUM			\$50,000.00	\$50,000.00		\$0.00		\$0.00
0002	2017002	_ Clearing, Modified	1	Sta			\$5,100.00	\$5,100.00		\$0.00		\$0.00
0003	2050016	Excavation, Earth	10	Cyd			\$5,768.00	\$57,680.00		\$0.00		\$0.00
0004	2080044	Erosion Control, Turbidity Curtain, Shallow	10	Ft			\$56.00	\$560.00		\$0.00		\$0.00
0005	4017051	_ Culv Void Filling	1	LSUM			\$60,078.00	\$60,078.00		\$0.00		\$0.00
0006	7047051	_ Bypass Pumping	1	LSUM			\$15,300.00	\$15,300.00		\$0.00		\$0.00
0007	7047051	_ Construction Dam	1	LSUM			\$8,960.00	\$8,960.00		\$0.00		\$0.00
0008	7062000	Conc, Grade 3500, Subfooting	2	Cyd			\$1,680.00	\$3,360.00		\$0.00		\$0.00
0009	8120140	Lighted Arrow, Type C, Furn	2	Ea			\$408.00	\$816.00		\$0.00		\$0.00
0010	8120141	Lighted Arrow, Type C, Oper	2	Ea			\$102.00	\$204.00		\$0.00		\$0.00
0011	8120170	Minor Traf Devices	1	LSUM			\$1,734.00	\$1,734.00		\$0.00		\$0.00
0012	8120350	Sign, Type B, Temp, Prismatic, Furn	216	Sft			\$4.08	\$881.28		\$0.00		\$0.00
0013	8120351	Sign, Type B, Temp, Prismatic, Oper	216	Sft			\$1.02	\$220.32		\$0.00		\$0.00
0014	8130011	Riprap, Plain	30	Ton			\$56.00	\$1,680.00		\$0.00		\$0.00
0015	8167011	_ Slope Restoration, Modified	50	Syd			\$13.44	\$672.00		\$0.00		\$0.00
Bid Totals:							\$207,245.60					



City of Burton

4303 SOUTH CENTER ROAD • BURTON, MI 48519

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

INTEROFFICE MEMORANDUM

To: Mayor Duane Haskins

From: Controller Brandy Ruth

Date: June 30, 2026

Re: Memo of Explanation for
City Council Meeting of 7/6/2026

Mayor Haskins:

I am requesting that Council approve a budget amendment within the General Operating Fund- Election Department as follows; Increase 101-262-977.000 New Equipment by \$4,000.

This amends the 2026-27 budget for the General Operating- Election Fund. The City was awarded a grant from the Michigan Association of Municipal Clerks for \$4,000 for ADA improvements. The Clerk will utilize these funds for signage, ramps, etc. to facilitate ADA voters at various precincts.



City of Burton

4303 SOUTH CENTER ROAD • BURTON, MI 48519

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

INTEROFFICE MEMORANDUM

To: Mayor Duane Haskins

From: Controller Brandy Ruth

Date: June 29, 2026

Re: Memo of Explanation for
City Council Meeting of 7/6/2026

Mayor Haskins:

I am requesting that Council approve a budget amendment within the General Operating Fund- Assessor Department as follows; Increase 101-257-985.000 Vehicle from \$28,000 to \$28,687.

This amends the 2026-27 budget for the General Operating Fund- Assessor Department. Due to rising costs in the automotive industry the estimate for the purchase of the assessing departments Chevrolet equinox came in slightly higher than originally budgeted.

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: