CITY OF BURTON

BURTON CITY COUNCIL MEETING

APRIL 15, 2019

AGENDA

Council Chambers	Regular Meeting	7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

A. INVOCATION LED BY: TINA CONLEY

B. THE PLEDGE OF ALLEGIANCE IS LED BY: TINA CONLEY

C. ROLL CALL

D. STAFF PRESENT

E. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Apr 1, 2019 7:00 PM

F. ADMINISTRATIVE REPORTS

1. Revenue and Expenditure Report as of March 31, 2019
2. April 2019 Investment Report
3. Credit Card statement
4. Proposed Budget Hearing Dates for the 2019-2020 fiscal year budget.

G. COMMITTEE REPORTS

H. AUDIENCE PARTICIPATION

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

I. COUNCIL DISCUSSION

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Doyle) 3/27/2019 to 4/09/2019 in the amount $6,642.55.

2. Approve and authorize the payment of Attorney Billing (Masud) March 5, 2019 - March 29, 2019 in the amount $1,115.50.

3. Approve and authorize the request for Solicitation License for Chad Prieur, TruGreen Lawn Care, 6272 Taylor Drive. Flint, MI 48507.

4. Approve and authorize the Mayor and City Clerk to execute an Advance Construct Contract with the Michigan Department of Transportation for hot mix asphalt cold milling and resurfacing work, including aggregate base, pavement repair, miscellaneous concrete curb and gutter, and concrete sidewalk ramp installation work; and all together with necessary related work along Center Road from Davison Road northerly to Dolphaine Street in the City of Burton, Genesee County (DPW project No. 18-006-P), MDOT Control Section EDFC 25000, Job number 130633CON, Federal Project Number 1900(578) at an estimated total cost of $2,251,700, of which the City of Burton's final cost will be approximately $417,200.

5. Approve and Authorize the Mayor and City Clerk to execute a contract with OHM Advisors, G3101 West Bristol Road, Flint, MI 48507, for Construction Engineering of Center Road from Davison Road to Dolphaine Street (DPW Project No. 18-006-P), at an estimated cost of $185,610.89, contingent upon approval of the City Attorney.

6. Approve and authorize a special city council meeting for the purpose of a public hearing to consider any objections and/or favorable comments relative to the 2019-2020 proposed budget on ________________ at ______________.

7. Approve and authorize the acceptance of the lowest responsible bid and allow the Mayor and Clerk to enter into a contract, contingent upon receipt of the required bonds and insurance documents, on behalf of the City of Burton with National Industrial Maintenance, Inc. , 4400 Stecker St., Dearborn, MI 48126-3895, for the 2019-2020 Street Sweeping Contract in an amount not to exceed $ 178,706.11.

8. Approve and authorize the Mayor's appointment of Neil R. Martz, 1441 Allen Street, Burton, MI 48529 as our resident member to the Downtown Development Authority, with a term ending January 2023.

9. Approve and authorize the Council appointment of Joey Richvalsky to City of Burton Zoning Board of Appeals Alternate, term serving April 2019 through March 2022.

10. Approve and Authorize a waiver of payment on all outstanding fees and penalties attached to the delinquent personal property taxes for Southmoor Golf Course, 4312 S. Dort Highway, Burton, MI 48519 (Parcel No. 59-80-618-013), totaling $3,383.57.

11. Approve and Authorize a waiver of payment on all outstanding fees and penalties attached to the delinquent personal property taxes for Papa Joe's Pizza/All Star Sports Bar, 4312 S. Dort Highway, Burton, MI 48519 (Parcel No. 59-80-595-610), totaling $2,195.78.

12. Approve and Authorize a payment plan on the delinquent personal property taxes for Southmoor Golf Course, 4312 S. Dort Highway, Burton, MI 48519 (Parcel No. 59-80-618-013), in monthly installments of no less than $_______ to be paid in full by __________.

13. Approve and Authorize a payment plan on the delinquent personal property taxes for Papa Joe's Pizza/All Star Sports Bar, 4312 S. Dort Highway, Burton, MI 48519 (Parcel No. 59-80-595-610), in monthly installments of no less than $_______ to be paid in full by __________.

14. Approve and authorize the City Attorney to research and provide written opinion as to the advisability of seeking Circuit Court action to waive the delinquent personal property taxes for Summer and Winter 2013 for Southmoor Golf Course, 4312 S. Dort Highway, Burton, MI 48519 (Parcel No. 59-80-618-013) for a total of $3,964.96.

15. Approve and authorize the City Attorney to research and provide written opinion as to the advisability of seeking Circuit Court action to waive the delinquent personal property taxes for Summer and Winter 2013 for Papa Joe's PIzza/All Star Sports Bar, 4312 S. Dort Highway, Burton, MI 48519 (Parcel No. 59-80-595-610) for a total of $2,590.44.

K. FIRST READING OF ORDINANCE

1. Approve and authorize the first reading of Ordinance 2019 - ___ - 51; An ordinance amending Chapter 51, the Water Ordinance, of the City of Burton Code of Ordinances to update building materials and standards, to revise process for connection and treatment charges and for fees and billings, and to provide the penalty for the violation thereof.

2. Approve and authorize the first reading of Ordinance 2019 - ___ - 52; An ordinance amending Chapter 52, the Sewer Ordinance, of the City of Burton Code of Ordinances to update building materials and standards, to revise process for connection and treatment charges and for fees and billings, and to provide the penalty for the violation thereof.

L. SECOND READING OF ORDINANCE

1. Approve and authorize second reading of ordinance 91.05, which shall amend the City of Burton Code of Ordinances by the addition of an ordinance regulating litter and solicited and unsolicited printed matter and providing for the penalty for violation thereof.

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

CITY OF BURTON

BURTON CITY COUNCIL MEETING

APRIL 1, 2019

MINUTES

Council Chambers	Regular Meeting	7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 7:00 PM.

A. INVOCATION LED BY: STEVEN HEFFNER

B. THE PLEDGE OF ALLEGIANCE IS LED BY: STEVEN HEFFNER

C. ROLL CALL

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

D. STAFF PRESENT

Paula Zelenko, Mayor
Rik Hayman, Chief of Staff
Mike Joliat, Attorney
Bette Bigsby, Acting City Clerk
Mike Odette, Police Chief
Charles Abbey, Assistant DPW Director

E. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Mar 18, 2019 7:00 PM

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

F. ADMINISTRATIVE REPORTS

G. COMMITTEE REPORTS

1. Water & Sewer Work Group update

H. AUDIENCE PARTICIPATION

I. COUNCIL DISCUSSION

Mr. Wells spoke about classes he took at the MML Conference.

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Doyle) 3/13/2019 to 3/26/2019 in the amount $3,774.00.

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

2. Approve and authorize the payment of Attorney Billing (Masud) February 4, 2019 - February 28, 2019 in the amount $7,387.00.

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

3. Approve and authorize the sale of Vacant Lot - Hemphill Rd., Parcel No. 59-29-300-023, to give first and final approval for the sale of this improved parcel to Michael Thornton, 3234 S. Term St., Burton, MI 48529 for the sum of $100 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

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

4. Approve and Authorize the Mayor and Clerk to send the required letter to the Genesee County Metropolitan Planning Commission indicating that the City of Burton wishes to continue participation in the Community Development Block Grant Program.

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

5. Approve and authorize the Mayor and Clerk to enter into a Professional Service Agreement with Plante & Moran, PLLC, 4444 W. Bristol Road, Suite 360, Flint, MI 48507 for the purpose of a 2019 Specialized Internal Control Review.

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

6. Approve and authorize the request for Residential Sanitary Sewer & Water Installer's License for D & D Excavating, 2116 Pero Lake Road, Lapeer, MI 48446

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Duane Haskins, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Wells, Smith, Conley

7. Approve and authorize the Mayor's appointment of John Benthall, 6252 Greenview Drive, Burton, MI 48509 to the City of Burton Planning Commission for a term serving March 2019 through February 2022.

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

8. Approve and Authorize the Mayor's appointment of Bette Bigsby, 4363 Bennett Drive, Burton, MI 48519 as the City of Burton City Clerk.

RESULT:	**FAILED [2 TO 5]**
MOVER:	Danny Wells, Councilman
SECONDER:	Dennis O'Keefe, Councilman
AYES:	O'Keefe, Wells
NAYS:	Martinbianco, Haskins, Heffner, Smith, Conley

K. FIRST READING OF ORDINANCE

1. Approve and authorize first reading of ordinance 91.05, which shall amend the City of Burton Code of Ordinances by the addition of an ordinance regulating litter and solicited and unsolicited printed matter and providing for the penalty for violation thereof.

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

2. Approve and authorize the first reading of Ordinance 2019 - ___ - 51; An ordinance amending Chapter 51, the Water Ordinance, of the City of Burton Code of Ordinances to update building materials and standards, to revise process for connection and treatment charges and for fees and billings, and to provide the penalty for the violation thereof.

3. Approve and authorize the first reading of Ordinance 2019 - ___ - 52; An ordinance amending Chapter 52, the Sewer Ordinance, of the City of Burton Code of Ordinances to update building materials and standards, to revise process for connection and treatment charges and for fees and billings, and to provide the penalty for the violation thereof.

L. SECOND READING OF ORDINANCE

1. Approve and Authorize the second formal reading of ordinance for ZC# 324 - Ronald James 3189 Carr St. Flint, MI 48506 requests a zoning change from R-1B, Single Family Residential to M-1, Light Industrial on the following described parcel: being located at 4274 Davison Rd. Burton, MI 48509 as follows: 59-10-200-001 described as: W 200 FT OF N 300 FT OF W 1/2 OF NE 1/4 SEC 10 T7N R7E

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

M. TABLED ITEMS

1. Approve and authorize the Council appointment of _________________ to City of Burton Zoning Board of Appeals, term serving March 2019 through March 2022.

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

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

Meeting was adjourned at 8:23 PM.

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

SCHEDULED

Meeting: 04/15/19 07:00 PM
Department: Controller's Office
Category: Report
Prepared By: Karen Moffitt
Department Head: Karen Moffitt

INFORMATION ITEM (ID # 4327)

DOC ID: 4327

Revenue and Expenditure Report as of March 31, 2019

ATTACHMENTS:

- Revenue and Expenditure Report 3-31-19 (PDF)

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

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 1001 - GENERAL FUND						
Revenues						
Dept 0000						
1001-0000-403.0000	CURRENT REAL/PERSONAL TAXES	2,250,300.00	2,127,683.71	18,795.33	122,616.29	94.55
1001-0000-404.0000	TAX CHARGEBACKS	(75,000.00)	0.00	0.00	(75,000.00)	0.00
1001-0000-407.0000	DELINQUENT REAL TAXES	3,200.00	(2.82)	0.00	3,202.82	(0.09)
1001-0000-446.0000	INTEREST & PENALTIES ON TAXES	120,000.00	69,114.01	15,315.97	50,885.99	57.60
1001-0000-450.0000	ALL PERMITS & LICENSE FEES	6,000.00	4,002.50	400.00	1,997.50	66.71
1001-0000-453.0000	FRANCHISE FEES	450,000.00	211,322.47	0.00	238,677.53	46.96
1001-0000-454.0000	LEASE FEES	41,600.00	32,936.90	3,293.69	8,663.10	79.18
1001-0000-573.0000	LOC COMM STABILIZ SHR APPROPR (STATE)	49,700.00	49,683.00	0.00	17.00	99.97
1001-0000-574.0000	STATE SHARED REVENUES	2,731,274.00	1,451,425.00	463,558.00	1,279,849.00	53.14
1001-0000-576.0000	LIQUOR FEES	18,100.00	18,971.15	0.00	(871.15)	104.81
1001-0000-608.0000	BOARD OF APPEALS	8,000.00	7,085.00	450.00	915.00	88.56
1001-0000-618.0000	ADMINISTRATION FEES-TAXES	273,000.00	271,574.19	17,452.19	1,425.41	99.48
1001-0000-619.0000	COLLECTION FEES-DOG LICENSE	0.00	12.00	12.00	(12.00)	100.00
1001-0000-622.0000	ZONING FEES	11,000.00	9,140.00	1,005.00	1,860.00	83.09
1001-0000-627.0000	COPY FEES	1,500.00	2,052.42	433.59	(552.42)	136.83
1001-0000-666.0000	INTEREST INCOME	15,000.00	142,900.78	0.00	(127,900.78)	952.67
1001-0000-669.0000	INVESTMENT GAINS AND LOSSES	0.00	50,467.43	0.00	(50,467.43)	100.00
1001-0000-673.0000	SALE OF ASSETS	5,800.00	110,704.30	(319,602.91)	(104,904.30)	1,908.69
1001-0000-674.0000	PARKS AND REC DONATIONS	3,000.00	1,500.00	0.00	1,500.00	50.00
1001-0000-675.0000	REFUNDS & REBATES	14,000.00	0.00	0.00	14,000.00	0.00
1001-0000-678.0000	REIMBURSEMENT INCOME	20,000.00	12,621.06	0.00	7,378.94	63.11
1001-0000-691.0653	MEMORIAL DAY PARADE DONATIONS	1,000.00	0.00	0.00	1,000.00	0.00
1001-0000-694.0000	OTHER REVENUES	15,000.00	2,523.37	200.00	12,476.63	16.82
Total Dept 0000		5,962,474.00	4,575,716.87	201,312.86	1,386,757.13	76.74
TOTAL REVENUES		5,962,474.00	4,575,716.87	201,312.86	1,386,757.13	76.74
Expenditures						
Dept 1001 - COUNCIL						
1001-1001-703.0000	SALARY	67,000.00	50,250.15	5,583.35	16,749.85	75.00
1001-1001-710.0000	BOARD OF REVIEW	2,700.00	1,925.00	1,400.00	775.00	71.30
1001-1001-719.0000	FRINGE BENEFITS	67,500.00	44,982.66	1,319.42	22,517.34	66.64
1001-1001-727.0000	OFFICE SUPPLIES	1,000.00	155.77	0.00	844.23	15.58
1001-1001-728.0000	INFORMATION TECH ALLOCATION	34,600.00	34,600.00	0.00	0.00	100.00
1001-1001-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	22,000.00	17,859.28	0.00	4,140.72	81.18
1001-1001-818.0000	CONTRACTUAL SERVICES	7,000.00	6,598.68	6,198.68	401.32	94.27
1001-1001-818.0001	MASTER PLAN	10,000.00	0.00	0.00	10,000.00	0.00
1001-1001-818.0002	SPEC INTERNAL CONTROL REVIEW	50,000.00	11,625.00	0.00	38,375.00	23.25
1001-1001-826.0000	LEGAL	98,000.00	35,855.21	2,882.45	62,144.79	36.59
1001-1001-828.0000	MEMBERSHIP & DUES	12,000.00	10,773.00	0.00	1,227.00	89.78
1001-1001-864.0000	TRAINING	10,000.00	30.11	0.00	9,969.89	0.30
1001-1001-900.0000	NOTICES	5,000.00	1,009.02	0.00	3,990.98	20.18
1001-1001-910.0000	INSURANCE	112,400.00	93,289.17	0.00	19,110.83	83.00
1001-1001-956.0000	MISCELLANEOUS	500.00	70.90	0.00	429.10	14.18
1001-1001-956.0003	CITY COUNCIL NEWSLETTER	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 1001 - COUNCIL		504,700.00	309,023.95	17,383.90	195,676.05	61.23
Dept 1071 - MAYOR						
1001-1071-703.0000	SALARY	75,000.00	54,078.75	5,692.50	20,921.25	72.11
1001-1071-706.0000	SALARIES PERMANENT	57,700.00	35,484.92	3,431.73	22,215.08	61.50

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON
PERIOD ENDING 03/31/2019
% Fiscal Year Completed: 75.07
*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 1001 - GENERAL FUND						
Expenditures						
1001-1071-717.0000	RETIREMENT - MERS ACTIVE	9,400.00	6,586.90	553.92	2,813.10	70.07
1001-1071-718.0000	RETIREMENT - MERS RETIREES	23,000.00	15,600.41	1,250.46	7,399.59	67.83
1001-1071-719.0000	FRINGE BENEFITS	75,700.00	60,477.38	1,935.86	15,222.62	79.89
1001-1071-727.0000	OFFICE SUPPLIES	1,000.00	170.38	0.00	829.62	17.04
1001-1071-728.0000	INFORMATION TECH ALLOCATION	12,500.00	12,500.00	0.00	0.00	100.00
1001-1071-731.0000	POSTAGE	400.00	36.15	0.00	363.85	9.04
1001-1071-757.0000	OPERATING EXPENDITURES	1,000.00	492.52	37.85	507.48	49.25
1001-1071-818.0000	CONTRACTUAL SERVICE	1,000.00	0.00	0.00	1,000.00	0.00
1001-1071-828.0000	MEMBERSHIP & DUES	2,000.00	1,696.00	0.00	304.00	84.80
1001-1071-863.0000	AUTO REPAIR	800.00	732.40	362.09	67.60	91.55
1001-1071-864.0000	TRAINING	5,000.00	4,406.31	0.00	593.69	88.13
1001-1071-867.0000	GAS & OIL	1,300.00	374.24	51.77	925.76	28.79
1001-1071-956.0000	MISCELLANEOUS	1,500.00	936.14	0.00	563.86	62.41
1001-1071-984.0000	OFFICE EQUIPMENT	400.00	0.00	0.00	400.00	0.00
Total Dept 1071 - MAYOR		267,700.00	193,572.50	13,316.18	74,127.50	72.31
Dept 1091 - ELECTION						
1001-1091-706.0000	SALARIES PERMANENT	67,400.00	45,141.21	6,830.29	22,258.79	66.98
1001-1091-709.0000	OVERTIME	9,700.00	2,952.59	36.26	6,747.41	30.44
1001-1091-710.0000	FEES PER DIEM	31,000.00	29,388.65	0.00	1,611.35	94.80
1001-1091-718.0000	RETIREMENT - MERS RETIREES	47,500.00	19,948.99	3,931.94	27,551.01	42.00
1001-1091-719.0000	FRINGE BENEFITS	35,500.00	18,791.77	1,108.22	16,708.23	52.93
1001-1091-727.0000	SUPPLIES	6,000.00	1,033.07	0.00	4,966.93	17.22
1001-1091-728.0000	INFORMATION TECH ALLOCATION	1,500.00	1,500.00	0.00	0.00	100.00
1001-1091-731.0000	POSTAGE	5,500.00	3,373.04	0.00	2,126.96	61.33
1001-1091-818.0000	CONTRACTUAL SERVICE	7,000.00	920.00	0.00	6,080.00	13.14
1001-1091-861.0000	AUTO ALLOWANCE	500.00	236.62	0.00	263.38	47.32
1001-1091-864.0000	TRAINING	3,000.00	250.58	0.00	2,749.42	8.35
1001-1091-900.0000	NOTICES	400.00	0.00	0.00	400.00	0.00
1001-1091-943.0000	EQUIPMENT RENTAL	1,500.00	199.53	0.00	1,300.47	13.30
1001-1091-956.0000	MISCELLANEOUS	100.00	91.47	0.00	8.53	91.47
1001-1091-977.7089	NEW EQUIPMENT	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 1091 - ELECTION		217,600.00	123,827.52	11,906.71	93,772.48	56.91
Dept 2009 - ASSESSOR						
1001-2009-703.0000	SALARY	75,000.00	55,125.00	2,125.00	19,875.00	73.50
1001-2009-706.0000	SALARIES PERMANENT	147,300.00	103,701.97	12,328.00	43,598.03	70.40
1001-2009-709.0000	OVERTIME	1,500.00	1,374.89	1,155.75	125.11	91.66
1001-2009-718.0000	RETIREMENT - MERS RETIREES	17,900.00	10,025.27	4,775.56	7,874.73	56.01
1001-2009-719.0000	FRINGE BENEFITS	83,500.00	50,151.72	2,241.46	33,348.28	60.06
1001-2009-727.0000	OFFICE SUPPLIES	1,200.00	360.16	29.00	839.84	30.01
1001-2009-728.0000	INFORMATION TECH ALLOCATION	9,400.00	9,400.00	0.00	0.00	100.00
1001-2009-731.0000	POSTAGE	7,000.00	6,247.38	36.90	752.62	89.25
1001-2009-757.0000	OPERATING EXPENDITURES	200.00	103.23	103.23	96.77	51.62
1001-2009-818.0000	CONTRACTUAL SERVICE	4,000.00	2,520.92	1,294.48	1,479.08	63.02
1001-2009-818.7100	PICTOMETRY & ORTHOIMAGERY PROJECT	3,000.00	0.00	0.00	3,000.00	0.00
1001-2009-826.0000	LEGAL	2,000.00	1,525.00	0.00	475.00	76.25
1001-2009-828.0000	MEMBERSHIP & DUES	1,000.00	825.00	0.00	175.00	82.50
1001-2009-863.0000	AUTO REPAIR	3,000.00	220.46	0.00	2,779.54	7.35
1001-2009-864.0000	TRAINING	3,500.00	2,390.70	0.00	1,109.30	68.31
1001-2009-867.0000	GAS & OIL	500.00	101.88	0.00	398.12	20.38

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

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 1001 - GENERAL FUND						
Expenditures						
1001-2009-868.0000	AUTO WASH	100.00	0.00	0.00	100.00	0.00
1001-2009-984.0000	OFFICE EQUIPMENT	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 2009 - ASSESSOR		361,100.00	244,073.58	24,089.38	117,026.42	67.59
Dept 2015 - CLERK						
1001-2015-703.0000	CLERK SALARY	60,600.00	32,670.73	4,659.20	27,929.27	53.91
1001-2015-706.0000	SALARIES PERMANENT	32,200.00	22,021.11	3,104.90	10,178.89	68.39
1001-2015-709.0000	OVERTIME	1,800.00	981.92	12.11	818.08	54.55
1001-2015-717.0000	RETIREMENT - MERS ACTIVE	12,300.00	2,840.63	772.96	9,459.37	23.09
1001-2015-718.0000	RETIREMENT - MERS RETIREES	23,000.00	15,772.46	3,723.45	7,227.54	68.58
1001-2015-719.0000	FRINGE BENEFITS	57,000.00	7,932.52	910.06	49,067.48	13.92
1001-2015-727.0000	OFFICE SUPPLIES	800.00	382.45	50.00	417.55	47.81
1001-2015-728.0000	INFORMATION TECH ALLOCATION	4,700.00	4,700.00	0.00	0.00	100.00
1001-2015-731.0000	POSTAGE	300.00	55.64	0.00	244.36	18.55
1001-2015-818.0000	CONTRACTUAL SERVICE	600.00	242.04	0.00	357.96	40.34
1001-2015-828.0000	MEMBERSHIP & DUES	900.00	712.00	22.00	188.00	79.11
1001-2015-861.0000	AUTO ALLOWANCE	300.00	19.49	19.49	280.51	6.50
1001-2015-864.0000	TRAINING	3,500.00	1,706.22	194.61	1,793.78	48.75
1001-2015-956.0000	MISCELLANEOUS	300.00	140.19	0.00	159.81	46.73
1001-2015-977.7089	NEW EQUIPMENT	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 2015 - CLERK		199,300.00	90,177.40	13,468.78	109,122.60	45.25
Dept 2023 - CONTROLLER						
1001-2023-703.0000	CONTROLLER SALARY	12,800.00	9,122.50	977.76	3,677.50	71.27
1001-2023-706.0000	SALARIES PERMANENT	37,800.00	26,539.46	2,901.99	11,260.54	70.21
1001-2023-709.0000	OVERTIME	2,000.00	1,728.61	154.00	271.39	86.43
1001-2023-717.0000	RETIREMENT - MERS ACTIVE	6,700.00	3,171.11	333.79	3,528.89	47.33
1001-2023-718.0000	RETIREMENT - MERS RETIREES	26,300.00	13,782.70	1,069.79	12,517.30	52.41
1001-2023-719.0000	FRINGE BENEFITS	29,800.00	17,866.56	611.89	11,933.44	59.95
1001-2023-727.0000	OFFICE SUPPLIES	1,600.00	911.04	0.00	688.96	56.94
1001-2023-728.0000	INFORMATION TECH ALLOCATION	9,400.00	9,400.00	0.00	0.00	100.00
1001-2023-731.0000	POSTAGE	200.00	44.07	0.00	155.93	22.04
1001-2023-818.0000	CONTRACTUAL SERVICE	1,500.00	1,000.00	0.00	500.00	66.67
1001-2023-828.0000	MEMBERSHIP & DUES	1,800.00	870.00	0.00	930.00	48.33
1001-2023-864.0000	TRAINING	3,400.00	393.98	109.21	3,006.02	11.59
1001-2023-956.0000	MISCELLANEOUS	400.00	0.00	0.00	400.00	0.00
Total Dept 2023 - CONTROLLER		133,700.00	84,830.03	6,158.43	48,869.97	63.45
Dept 2053 - TREASURER						
1001-2053-703.0000	TREASURER SALARY	13,900.00	10,213.08	1,160.62	3,686.92	73.48
1001-2053-706.0000	SALARIES PERMANENT	9,700.00	6,838.73	739.28	2,861.27	70.50
1001-2053-709.0000	OVERTIME	200.00	4.04	0.00	195.96	2.02
1001-2053-717.0000	RETIREMENT - MERS ACTIVE	2,200.00	1,691.81	174.09	508.19	76.90
1001-2053-718.0000	RETIREMENT - MERS RETIREES	1,000.00	387.12	41.86	612.88	38.71
1001-2053-719.0000	FRINGE BENEFITS	10,600.00	7,625.98	217.66	2,974.02	71.94
1001-2053-727.0000	OFFICE SUPPLIES	600.00	398.39	0.00	201.61	66.40
1001-2053-728.0000	INFORMATION TECH ALLOCATION	2,400.00	2,400.00	0.00	0.00	100.00
1001-2053-731.0000	POSTAGE	15,000.00	11,194.91	0.00	3,805.09	74.63
1001-2053-757.0000	OPERATING EXPENDITURES	200.00	0.00	0.00	200.00	0.00

PERIOD ENDING 03/31/2019
% Fiscal Year Completed: 75.07
*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 1001 - GENERAL FUND						
Expenditures						
1001-2053-818.0000	CONTRACTUAL SERVICE	2,100.00	105.04	0.00	1,994.96	5.00
1001-2053-827.0000	TAX ROLL EXPENSE	8,000.00	7,653.38	0.00	346.62	95.67
1001-2053-828.0000	MEMBERSHIP & DUES	175.00	50.00	0.00	125.00	28.57
1001-2053-864.0000	TRAINING	1,500.00	930.16	0.00	569.84	62.01
1001-2053-956.3000	BANKING SUPPLIES	500.00	174.98	0.00	325.02	35.00
1001-2053-984.0000	OFFICE EQUIPMENT	1,500.00	0.00	0.00	1,500.00	0.00
Total Dept 2053 - TREASURER		69,575.00	49,667.62	2,333.51	19,907.38	71.39
Dept 2065 - CITY HALL						
1001-2065-706.0000	SALARIES PERMANENT	46,500.00	34,362.15	3,872.99	12,137.85	73.90
1001-2065-709.0000	OVERTIME	400.00	329.63	0.00	70.37	82.41
1001-2065-717.0000	RETIREMENT - MERS ACTIVE	7,000.00	5,040.51	530.58	1,959.49	72.01
1001-2065-718.0000	RETIREMENT - MERS RETIREES	22,300.00	15,781.65	1,658.62	6,518.35	70.77
1001-2065-719.0000	FRINGE BENEFITS	38,600.00	14,740.91	1,030.05	23,859.09	38.19
1001-2065-727.0000	OFFICE SUPPLIES	6,000.00	2,981.38	69.50	3,018.62	49.69
1001-2065-728.0000	INFORMATION TECH ALLOCATION	110,100.00	110,100.00	0.00	0.00	100.00
1001-2065-757.0000	OPERATING EXPENDITURES	200.00	95.70	0.00	104.30	47.85
1001-2065-818.0000	CONTRACTUAL SERVICE	5,700.00	4,719.24	111.20	980.76	82.79
1001-2065-825.0000	JANITORIAL	10,000.00	6,555.00	720.00	3,445.00	65.55
1001-2065-826.0000	LEGAL	27,000.00	8,477.99	93.75	18,522.01	31.40
1001-2065-910.0000	BUILDING INSURANCE	5,900.00	4,823.53	0.00	1,076.47	81.75
1001-2065-920.0000	UTILITIES	41,300.00	26,836.16	0.00	14,463.84	64.98
1001-2065-920.1000	ERC LED PROGRAM	3,700.00	1,434.83	1,434.83	2,265.17	38.78
1001-2065-937.0000	BUILDING MAINT & SUPPLIES	25,000.00	5,909.05	545.63	19,090.95	23.64
1001-2065-937.8000	ADA BLDG/MAINT & SUPPLIES	4,800.00	825.14	0.00	3,974.86	17.19
1001-2065-938.0000	MAINT OF GROUNDS	5,700.00	3,342.03	279.22	2,357.97	58.63
1001-2065-943.0000	EQUIPMENT RENTAL	8,000.00	5,057.01	0.00	2,942.99	63.21
1001-2065-956.0401	PAYMENT ON PENSION UAL	1,000,000.00	1,000,000.00	0.00	0.00	100.00
1001-2065-975.0000	BOILER REPLACEMENT	58,000.00	0.00	0.00	58,000.00	0.00
1001-2065-975.0001	ROOF REPLACEMENT	30,000.00	0.00	0.00	30,000.00	0.00
1001-2065-977.7089	NEW EQUIPMENT	3,000.00	0.00	0.00	3,000.00	0.00
1001-2065-977.7090	CITY HALL EXPANSION/LEASE DEBT SERVICE	142,100.00	4,369.90	0.00	137,730.10	3.08
Total Dept 2065 - CITY HALL		1,601,300.00	1,255,781.81	10,346.37	345,518.19	78.42
Dept 2071 - PUBLIC SERVICE						
1001-2071-879.0000	PUBLIC RELATIONS	1,200.00	0.00	0.00	1,200.00	0.00
1001-2071-880.0000	ECONOMIC DEVELOPMENT-NEXT CORP	3,000.00	3,000.00	3,000.00	0.00	100.00
1001-2071-922.0000	DRAINS AT LARGE	46,000.00	39,502.00	0.00	6,498.00	85.87
1001-2071-922.0001	GILKEY CREEK PRINCIPAL	39,000.00	38,923.00	0.00	77.00	99.80
1001-2071-922.0002	GILKEY CREEK INTEREST	4,800.00	3,958.68	0.00	841.32	82.47
1001-2071-926.0000	STREET LIGHTING	435,000.00	289,570.32	674.34	145,429.68	66.57
1001-2071-959.7654	DISASTER AID	10,000.00	0.00	0.00	10,000.00	0.00
1001-2071-959.7660	HOLIDAY DECORATIONS/LABOR COST	5,000.00	232.85	0.00	4,767.15	4.66
1001-2071-961.0000	WEED CUTTING - TAX REVERTED PROP.	37,000.00	21,811.96	352.44	15,188.04	58.95
Total Dept 2071 - PUBLIC SERVICE		581,000.00	396,998.81	4,026.78	184,001.19	68.33
Dept 6090 - PARKS & RECREATION						
1001-6090-705.0000	RECREATION DIRECTOR STIPEND	10,000.00	6,947.06	729.16	3,052.94	69.47
1001-6090-706.0000	SALARIES PERMANENT	1,500.00	0.00	0.00	1,500.00	0.00

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

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 1001 - GENERAL FUND						
Expenditures						
1001-6090-709.0000	OVERTIME	600.00	327.88	0.00	272.12	54.65
1001-6090-710.0000	COMMISSION SALARIES	3,900.00	1,850.00	210.00	2,050.00	47.44
1001-6090-718.0000	RETIREMENT - MERS RETIREES	1,500.00	695.22	0.00	804.78	46.35
1001-6090-719.0000	FRINGE BENEFITS	2,000.00	1,294.07	76.18	705.93	64.70
1001-6090-728.0000	INFORMATION TECH ALLOCATION	1,500.00	1,500.00	0.00	0.00	100.00
1001-6090-731.0000	POSTAGE	1,000.00	687.57	0.00	312.43	68.76
1001-6090-757.0000	OPERATING EXPENDITURES	2,100.00	1,838.54	0.00	261.46	87.55
1001-6090-818.0000	CONTRACTUAL SERVICES	10,000.00	0.00	0.00	10,000.00	0.00
1001-6090-920.1000	ERC LED PROGRAM	900.00	313.07	313.07	586.93	34.79
1001-6090-938.0000	MAINT OF GROUNDS	12,800.00	7,915.63	155.61	4,884.37	61.84
1001-6090-943.0000	EQUIPMENT RENTAL	12,700.00	10,397.22	0.00	2,302.78	81.87
1001-6090-956.0000	MISCELLANEOUS	700.00	0.00	0.00	700.00	0.00
1001-6090-959.7674	MEMORIAL DAY PARADE	20,000.00	0.00	0.00	20,000.00	0.00
1001-6090-962.0000	TRAINING & MEMBERSHIPS	1,000.00	475.00	0.00	525.00	47.50
1001-6090-973.0000	P & R COMMUNITY EVENTS	5,000.00	679.38	59.38	4,320.62	13.59
1001-6090-973.1000	EASTER EGG HUNT	2,000.00	532.92	60.94	1,467.08	26.65
1001-6090-973.1200	TRICK OR TREAT TRAIL	4,500.00	3,077.23	0.00	1,422.77	68.38
1001-6090-973.1400	PIZZA WITH SANTA	2,500.00	2,500.00	(59.38)	0.00	100.00
Total Dept 6090 - PARKS & RECREATION		96,200.00	41,030.79	1,544.96	55,169.21	42.65
Dept 8001 - PLANNING						
1001-8001-706.0000	SALARIES PERMANENT	27,800.00	18,039.76	1,951.61	9,760.24	64.89
1001-8001-709.0000	OVERTIME	1,100.00	446.62	72.17	653.38	40.60
1001-8001-710.0000	COMMISSION SALARIES	3,600.00	1,430.00	0.00	2,170.00	39.72
1001-8001-718.0000	RETIREMENT - MERS RETIREES	25,100.00	19,104.37	1,730.04	5,995.63	76.11
1001-8001-719.0000	FRINGE BENEFITS	17,000.00	11,049.81	344.97	5,950.19	65.00
1001-8001-727.0000	SUPPLIES & POSTAGE	700.00	227.92	0.00	472.08	32.56
1001-8001-826.0000	LEGAL	10,000.00	843.75	62.50	9,156.25	8.44
1001-8001-828.0000	MEMBERSHIP & DUES	200.00	152.50	0.00	47.50	76.25
1001-8001-864.0000	TRAINING	1,000.00	499.99	0.00	500.01	50.00
1001-8001-900.0000	NOTICES	600.00	203.63	0.00	396.37	33.94
Total Dept 8001 - PLANNING		87,100.00	51,998.35	4,161.29	35,101.65	59.70
Dept 8005 - ZONING						
1001-8005-706.0000	SALARIES PERMANENT	27,800.00	18,286.05	1,951.42	9,513.95	65.78
1001-8005-709.0000	OVERTIME	700.00	622.85	164.80	77.15	88.98
1001-8005-710.0000	BOARD SALARIES	2,400.00	1,590.00	310.00	810.00	66.25
1001-8005-718.0000	RETIREMENT - MERS RETIREES	25,100.00	19,082.20	1,730.01	6,017.80	76.02
1001-8005-719.0000	FRINGE BENEFITS	17,000.00	11,052.71	375.65	5,947.29	65.02
1001-8005-727.0000	SUPPLIES & POSTAGE	800.00	274.90	0.00	525.10	34.36
1001-8005-828.0000	MEMBERSHIP & DUES	100.00	92.50	0.00	7.50	92.50
1001-8005-864.0000	TRAINING	1,000.00	499.98	0.00	500.02	50.00
1001-8005-900.0000	NOTICES	1,000.00	634.50	0.00	365.50	63.45
Total Dept 8005 - ZONING		75,900.00	52,135.69	4,531.88	23,764.31	68.69
Dept 9099 - TRANSFERS OUT						
1001-9099-999.2002	TRANSFER TO MAJOR STREETS	150,000.00	150,000.00	0.00	0.00	100.00
1001-9099-999.2006	TRANSFER TO FIRE DEPARTMENT FUND	879,200.00	879,200.00	0.00	0.00	100.00
1001-9099-999.2007	TRANSFER TO POLICE FUND	252,000.00	252,000.00	0.00	0.00	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

PERIOD ENDING 03/31/2019

% Fiscal Year Completed: 75.07

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

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 1001 - GENERAL FUND						
Expenditures						
1001-9099-999.2049	TRANSFER TO BUILDING FUND	200,000.00	200,000.00	0.00	0.00	100.00
1001-9099-999.2069	TRANSFER TO SENIOR CITIZENS FUND	180,000.00	180,000.00	0.00	0.00	100.00
1001-9099-999.7094	TRANSFER TO OTHER FUNDS	165,000.00	0.00	0.00	165,000.00	0.00
Total Dept 9099 - TRANSFERS OUT		1,826,200.00	1,661,200.00	0.00	165,000.00	90.96
TOTAL EXPENDITURES		6,021,375.00	4,554,318.05	113,268.17	1,467,056.95	75.64
Fund 1001 - GENERAL FUND:						
TOTAL REVENUES		5,962,474.00	4,575,716.87	201,312.86	1,386,757.13	76.74
TOTAL EXPENDITURES		6,021,375.00	4,554,318.05	113,268.17	1,467,056.95	75.64
NET OF REVENUES & EXPENDITURES		(58,901.00)	21,398.82	88,044.69	(80,299.82)	36.33

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

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2002 - MAJOR STREETS						
Revenues						
Dept 0000						
2002-0000-450.0000	RIGHT OF WAY PERMIT FEES	5,800.00	4,557.00	747.60	1,243.00	78.57
2002-0000-557.0000	STATE REVENUE PA 207	184,000.00	184,056.70	0.00	(56.70)	100.03
2002-0000-574.0000	51 GAS & WEIGHT TAX	3,021,000.00	1,706,542.02	268,274.26	1,314,457.98	56.49
2002-0000-574.0659	ST OF MI ROW MAINTENANCE FEE	78,500.00	0.00	0.00	78,500.00	0.00
2002-0000-574.0665	FEDERAL/STATE CONST. MATCH	137,000.00	44,068.14	0.00	92,931.86	32.17
2002-0000-649.0000	MATERIAL SALES	6,000.00	9,804.14	4,645.08	(3,804.14)	163.40
2002-0000-666.0000	INTEREST INCOME	500.00	0.00	0.00	500.00	0.00
2002-0000-675.0000	REFUNDS & REBATES	100.00	0.00	0.00	100.00	0.00
2002-0000-678.0000	REIMBURSEMENT INCOME	3,000.00	1,163.30	0.00	1,836.70	38.78
2002-0000-691.0000	TRANSFERS FROM OTHER FUNDS	150,000.00	150,000.00	0.00	0.00	100.00
2002-0000-694.0000	MISCELLANEOUS	0.00	638.14	366.01	(638.14)	100.00
2002-0000-697.7601	LOAN PROCEEDS CENTER RD	2,444,300.00	2,444,256.00	0.00	44.00	100.00
Total Dept 0000		6,030,200.00	4,545,085.44	274,032.95	1,485,114.56	75.37
TOTAL REVENUES		6,030,200.00	4,545,085.44	274,032.95	1,485,114.56	75.37
Expenditures						
Dept 4051 - CONSTRUCTION						
2002-4051-802.7587	LAPEER (BELSAY TO VASSAR)	2,800.00	2,789.66	0.00	10.34	99.63
2002-4051-802.7589	BRISTOL RD BRIDGE	3,000.00	1,596.64	0.00	1,403.36	53.22
2002-4051-802.7591	BELSAY RD. (COURT TO DAVISON)	24,200.00	2,516.42	62.91	21,683.58	10.40
2002-4051-802.7593	CENTER LIGHT SIGNAL CMAQ	50,000.00	11,694.79	0.00	38,305.21	23.39
2002-4051-802.7594	CHIP SEAL	504,000.00	209,462.17	0.00	294,537.83	41.56
2002-4051-802.7597	CENTER RD (LIPPINCOTT TO LAPEER)	400,000.00	175,974.18	5,912.39	224,025.82	43.99
2002-4051-802.7599	SAGINAW ST. (BRISTOL - HEMPHILL)	250,000.00	73,908.01	2,542.51	176,091.99	29.56
2002-4051-802.7601	CENTER RD (DAVISON TO NORTH CITY LIMITS)	195,600.00	68,482.08	44,252.58	127,117.92	35.01
2002-4051-802.7602	PA 82 ROAD PRESERVATION	168,400.00	168,400.00	0.00	0.00	100.00
2002-4051-802.7603	PA 207 ROAD PRESERVATION	184,000.00	0.00	0.00	184,000.00	0.00
Total Dept 4051 - CONSTRUCTION		1,782,000.00	714,823.95	52,770.39	1,067,176.05	40.11
Dept 4063 - SURFACE MAINTENANCE						
2002-4063-705.0000	SUPERVISION SALARIES	44,000.00	31,593.78	3,726.21	12,406.22	71.80
2002-4063-706.0000	SALARIES PERMANENT	123,000.00	64,545.66	11,001.59	58,454.34	52.48
2002-4063-706.2005	SALARIES PROJECT FUSION	1,000.00	258.60	51.72	741.40	25.86
2002-4063-708.0000	SHARED SALARIES	33,000.00	20,827.33	2,124.32	12,172.67	63.11
2002-4063-709.0000	OVERTIME	14,700.00	2,502.38	61.55	12,197.62	17.02
2002-4063-717.0000	RETIREMENT - MERS ACTIVE	10,800.00	4,705.77	249.13	6,094.23	43.57
2002-4063-718.0000	RETIREMENT - MERS RETIREES	70,000.00	47,310.02	4,261.16	22,689.98	67.59
2002-4063-719.0000	FRINGE BENEFITS	120,200.00	70,483.15	(326.25)	49,716.85	58.64
2002-4063-751.0000	PATCH	75,000.00	22,600.47	2,702.15	52,399.53	30.13
2002-4063-752.0000	GRAVEL	25,000.00	7,476.20	0.00	17,523.80	29.90
2002-4063-757.0000	OPERATING EXPENDITURES	5,000.00	1,204.80	16.27	3,795.20	24.10
2002-4063-818.0000	CONTRACTUAL SERVICE	7,000.00	4,500.00	0.00	2,500.00	64.29
2002-4063-818.2000	ROAD PRESERVATION	100,000.00	0.00	0.00	100,000.00	0.00
2002-4063-818.3000	CONTRACTUAL SERVICE - STREET SWEEPING	35,000.00	7,707.53	0.00	27,292.47	22.02
2002-4063-818.4000	BRIDGE INSPECTIONS	6,000.00	0.00	0.00	6,000.00	0.00
2002-4063-943.0000	EQUIPMENT RENTAL	99,500.00	57,236.75	6.67	42,263.25	57.52
2002-4063-943.2005	EQUIPMENT RENTAL PROJECT FUSION	500.00	65.25	0.00	434.75	13.05

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

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2002 - MAJOR STREETS						
Expenditures						
Total Dept 4063 - SURFACE MAINTENANCE		769,700.00	343,017.69	23,874.52	426,682.31	44.57
Dept 4068 - TREES & SHRUBS						
2002-4068-705.0000	SUPERVISION SALARIES	2,500.00	708.25	74.28	1,791.75	28.33
2002-4068-706.0000	SALARIES PERMANENT	3,500.00	1,884.80	630.36	1,615.20	53.85
2002-4068-709.0000	OVERTIME	400.00	61.80	0.00	338.20	15.45
2002-4068-717.0000	RETIREMENT - MERS ACTIVE	300.00	52.17	0.00	247.83	17.39
2002-4068-718.0000	RETIREMENT - MERS RETIREES	1,000.00	999.04	89.64	0.96	99.90
2002-4068-719.0000	FRINGE BENEFITS	2,500.00	1,003.49	431.82	1,496.51	40.14
2002-4068-818.0000	CONTRACTUAL SERVICE	5,000.00	1,826.85	0.00	3,173.15	36.54
2002-4068-943.0000	EQUIPMENT RENTAL	3,200.00	1,843.16	0.28	1,356.84	57.60
Total Dept 4068 - TREES & SHRUBS		18,400.00	8,379.56	1,226.38	10,020.44	45.54
Dept 4069 - DRAINAGE						
2002-4069-705.0000	SUPERVISION SALARIES	9,000.00	3,599.93	95.07	5,400.07	40.00
2002-4069-706.0000	SALARIES PERMANENT	20,000.00	5,719.19	87.24	14,280.81	28.60
2002-4069-709.0000	OVERTIME	3,800.00	930.00	240.00	2,870.00	24.47
2002-4069-717.0000	RETIREMENT - MERS ACTIVE	3,300.00	189.12	0.00	3,110.88	5.73
2002-4069-718.0000	RETIREMENT - MERS RETIREES	11,000.00	4,610.42	89.21	6,389.58	41.91
2002-4069-719.0000	FRINGE BENEFITS	14,400.00	10,028.81	6,819.58	4,371.19	69.64
2002-4069-757.0000	OPERATING EXPENDITURES	35,000.00	1,821.13	0.00	33,178.87	5.20
2002-4069-818.0000	CONTRACTUAL SERVICE	55,000.00	17,756.94	3,909.48	37,243.06	32.29
2002-4069-943.0000	EQUIPMENT RENTAL	30,000.00	9,089.19	2.04	20,910.81	30.30
Total Dept 4069 - DRAINAGE		181,500.00	53,744.73	11,242.62	127,755.27	29.61
Dept 4074 - TRAFFIC SIGNS						
2002-4074-705.0000	SUPERVISION SALARIES	3,500.00	3,440.61	447.63	59.39	98.30
2002-4074-706.0000	SALARIES PERMANENT	7,000.00	4,555.25	485.82	2,444.75	65.08
2002-4074-709.0000	OVERTIME	1,100.00	235.51	0.00	864.49	21.41
2002-4074-717.0000	RETIREMENT - MERS ACTIVE	300.00	140.64	0.00	159.36	46.88
2002-4074-718.0000	RETIREMENT - MERS RETIREES	4,400.00	4,143.82	424.32	256.18	94.18
2002-4074-719.0000	FRINGE BENEFITS	5,900.00	5,221.97	2,406.03	678.03	88.51
2002-4074-757.0000	OPERATING EXPENDITURES	1,500.00	0.00	0.00	1,500.00	0.00
2002-4074-757.7100	MATERIAL SIGNS	20,000.00	5,638.71	0.00	14,361.29	28.19
2002-4074-818.0000	CONTRACTUAL SERVICE	284,000.00	101,349.64	20,844.16	182,650.36	35.69
2002-4074-943.0000	EQUIPMENT RENTAL	4,500.00	3,871.36	0.27	628.64	86.03
2002-4074-949.0000	R.R. CROSSING LIGHTS/SIGNAL REPAIR/MAINT	20,000.00	18,247.83	0.00	1,752.17	91.24
Total Dept 4074 - TRAFFIC SIGNS		352,200.00	146,845.34	24,608.23	205,354.66	41.69
Dept 4077 - PAVEMENT MARK						
2002-4077-818.0000	CONTRACTUAL SERVICES	100,000.00	62,964.38	0.00	37,035.62	62.96
Total Dept 4077 - PAVEMENT MARK		100,000.00	62,964.38	0.00	37,035.62	62.96
Dept 4078 - WINTER MAINTENANCE						
2002-4078-705.0000	SUPERVISION SALARIES	7,200.00	7,188.05	964.60	11.95	99.83
2002-4078-706.0000	SALARIES PERMANENT	22,300.00	15,017.14	1,794.65	7,282.86	67.34
2002-4078-709.0000	OVERTIME	14,500.00	10,455.24	1,555.75	4,044.76	72.11

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON
PERIOD ENDING 03/31/2019
% Fiscal Year Completed: 75.07

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

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2002 - MAJOR STREETS						
Expenditures						
2002-4078-717.0000	RETIREMENT - MERS ACTIVE	1,600.00	356.32	0.00	1,243.68	22.27
2002-4078-718.0000	RETIREMENT - MERS RETIREES	10,800.00	8,748.84	943.11	2,051.16	81.01
2002-4078-719.0000	FRINGE BENEFITS	23,700.00	15,117.49	8,833.04	8,582.51	63.79
2002-4078-757.0000	OPERATING EXPENDITURES - SALT	120,000.00	90,386.20	0.00	29,613.80	75.32
2002-4078-943.0000	EQUIPMENT RENTAL	90,000.00	85,690.88	0.11	4,309.12	95.21
Total Dept 4078 - WINTER MAINTENANCE		290,100.00	232,960.16	14,091.26	57,139.84	80.30
Dept 4081 - ROADSIDE CLEANUP						
2002-4081-705.0000	SUPERVISION SALARIES	2,500.00	1,391.24	0.00	1,108.76	55.65
2002-4081-706.0000	SALARIES PERMANENT	9,000.00	3,377.11	0.00	5,622.89	37.52
2002-4081-709.0000	OVERTIME	700.00	93.24	0.00	606.76	13.32
2002-4081-717.0000	RETIREMENT - MERS ACTIVE	200.00	143.49	0.00	56.51	71.75
2002-4081-718.0000	RETIREMENT - MERS RETIREES	3,000.00	2,060.17	0.00	939.83	68.67
2002-4081-719.0000	FRINGE BENEFITS	6,300.00	4,836.25	3,158.00	1,463.75	76.77
2002-4081-757.0000	OPERATING EXPENDITURES	2,000.00	53.39	0.00	1,946.61	2.67
2002-4081-943.0000	EQUIPMENT RENTAL	15,000.00	8,975.18	1.07	6,024.82	59.83
Total Dept 4081 - ROADSIDE CLEANUP		38,700.00	20,930.07	3,159.07	17,769.93	54.08
Dept 4082 - ADMINISTRATION						
2002-4082-703.0000	ADMINISTRATION SALARIES	30,400.00	21,748.17	2,041.38	8,651.83	71.54
2002-4082-705.0000	SUPERVISION SALARIES	0.00	62.36	507.62	(62.36)	100.00
2002-4082-706.0000	SALARIES PERMANENT	8,000.00	5,605.73	627.86	2,394.27	70.07
2002-4082-709.0000	OVERTIME	100.00	10.87	0.00	89.13	10.87
2002-4082-717.0000	RETIREMENT - MERS ACTIVE	5,200.00	958.50	387.69	4,241.50	18.43
2002-4082-718.0000	RETIREMENT - MERS RETIREES	16,500.00	4,290.81	1,669.55	12,209.19	26.00
2002-4082-719.0000	FRINGE BENEFITS	19,700.00	14,422.37	1,810.32	5,277.63	73.21
2002-4082-728.0000	INFORMATION TECH ALLOCATION	3,200.00	3,200.00	0.00	0.00	100.00
2002-4082-757.0000	OPERATING EXPENDITURES	7,800.00	4,887.71	17.64	2,912.29	62.66
2002-4082-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	4,000.00	3,065.33	0.00	934.67	76.63
2002-4082-818.0000	CONTRACTUAL SERVICE	7,000.00	1,975.00	0.00	5,025.00	28.21
2002-4082-826.0000	LEGAL	1,000.00	718.75	0.00	281.25	71.88
2002-4082-828.0000	MEMBERSHIP & DUES	500.00	252.00	0.00	248.00	50.40
2002-4082-864.0000	TRAINING	2,000.00	1,811.24	52.96	188.76	90.56
2002-4082-920.1000	ERC LED PROGRAM	100.00	33.80	33.80	66.20	33.80
2002-4082-943.0000	EQUIPMENT RENTAL	0.00	0.00	(10.44)	0.00	0.00
2002-4082-956.7587	INTEREST EXP LAPEER RD LOAN	20,000.00	19,930.67	0.00	69.33	99.65
2002-4082-956.7802	INTEREST EXP CENTER RD LOAN	19,500.00	0.00	0.00	19,500.00	0.00
2002-4082-991.7587	PRINCIPAL PMT LAPEER RD LOAN	1,993,100.00	1,993,066.70	0.00	33.30	100.00
Total Dept 4082 - ADMINISTRATION		2,138,100.00	2,076,040.01	7,138.38	62,059.99	97.10
TOTAL EXPENDITURES		5,670,700.00	3,659,705.89	138,110.85	2,010,994.11	64.54
Fund 2002 - MAJOR STREETS:						
TOTAL REVENUES		6,030,200.00	4,545,085.44	274,032.95	1,485,114.56	75.37
TOTAL EXPENDITURES		5,670,700.00	3,659,705.89	138,110.85	2,010,994.11	64.54
NET OF REVENUES & EXPENDITURES		359,500.00	885,379.55	135,922.10	(525,879.55)	246.28

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

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2003 - LOCAL STREETS						
Revenues						
Dept 0000						
2003-0000-450.0000	RIGHT OF WAY PERMIT FEES	500.00	730.00	100.00	(230.00)	146.00
2003-0000-557.0000	STATE REVENUE PA 207	276,000.00	276,085.04	0.00	(85.04)	100.03
2003-0000-574.0000	GAS & WEIGHT TAX	824,000.00	501,058.12	78,704.19	322,941.88	60.81
2003-0000-574.0659	ST OF MI ROW MAINTENANCE FEE	45,000.00	0.00	0.00	45,000.00	0.00
2003-0000-666.0000	INTEREST INCOME	2,000.00	0.00	0.00	2,000.00	0.00
2003-0000-694.0000	MISCELLANEOUS REVENUE	800.00	66.13	0.00	733.87	8.27
Total Dept 0000		1,148,300.00	777,939.29	78,804.19	370,360.71	67.75
TOTAL REVENUES		1,148,300.00	777,939.29	78,804.19	370,360.71	67.75
Expenditures						
Dept 4051 - CONSTRUCTION						
2003-4051-802.7087	PAVING SCOTTWOOD CDBG GRANT	0.00	90.42	90.42	(90.42)	100.00
2003-4051-802.7603	PA 207 ROAD PRESERVATION	276,000.00	0.00	0.00	276,000.00	0.00
Total Dept 4051 - CONSTRUCTION		276,000.00	90.42	90.42	275,909.58	0.03
Dept 4063 - SURFACE MAINTENANCE						
2003-4063-705.0000	SUPERVISION SALARIES	27,000.00	14,931.16	1,148.89	12,068.84	55.30
2003-4063-706.0000	SALARIES PERMANENT	62,000.00	44,473.85	3,741.09	17,526.15	71.73
2003-4063-708.0000	SHARED SALARIES	40,600.00	26,790.54	2,773.35	13,809.46	65.99
2003-4063-709.0000	OVERTIME	1,600.00	1,301.18	89.65	298.82	81.32
2003-4063-717.0000	RETIREMENT - MERS ACTIVE	13,700.00	5,223.51	314.79	8,476.49	38.13
2003-4063-718.0000	RETIREMENT - MERS RETIREES	51,300.00	29,938.12	1,535.11	21,361.88	58.36
2003-4063-719.0000	FRINGE BENEFITS	76,900.00	48,831.75	(34,588.27)	28,068.25	63.50
2003-4063-750.0000	CHLORIDE	60,000.00	17,091.36	0.00	42,908.64	28.49
2003-4063-751.0000	PATCH	40,000.00	16,435.27	4,077.64	23,564.73	41.09
2003-4063-752.0000	GRAVEL	30,000.00	8,746.44	0.00	21,253.56	29.15
2003-4063-757.0000	OPERATING EXPENDITURES	3,000.00	326.88	0.00	2,673.12	10.90
2003-4063-818.0000	CONTRACTUAL SERVICE	1,000.00	0.00	0.00	1,000.00	0.00
2003-4063-818.2000	ROAD PRESERVATION	75,000.00	0.00	0.00	75,000.00	0.00
2003-4063-818.3000	CONTRACTUAL SERVICE - STREET SWEEPING	60,000.00	11,561.30	0.00	48,438.70	19.27
2003-4063-943.0000	EQUIPMENT RENTAL	65,000.00	32,008.36	10.11	32,991.64	49.24
Total Dept 4063 - SURFACE MAINTENANCE		607,100.00	257,659.72	(20,897.64)	349,440.28	42.44
Dept 4068 - TREES & SHRUBS						
2003-4068-705.0000	SUPERVISION SALARIES	2,000.00	1,975.12	11.49	24.88	98.76
2003-4068-706.0000	SALARIES PERMANENT	5,000.00	3,515.09	150.00	1,484.91	70.30
2003-4068-709.0000	OVERTIME	300.00	0.00	0.00	300.00	0.00
2003-4068-717.0000	RETIREMENT - MERS ACTIVE	200.00	132.54	0.00	67.46	66.27
2003-4068-718.0000	RETIREMENT - MERS RETIREES	2,700.00	2,691.37	3.40	8.63	99.68
2003-4068-719.0000	FRINGE BENEFITS	3,800.00	2,585.17	1,047.60	1,214.83	68.03
2003-4068-757.0000	OPERATING EXPENDITURES	500.00	348.58	0.00	151.42	69.72
2003-4068-818.0000	CONTRACTUAL SERVICE	2,100.00	328.30	0.00	1,771.70	15.63
2003-4068-943.0000	EQUIPMENT RENTAL	5,300.00	5,265.58	0.40	34.42	99.35
Total Dept 4068 - TREES & SHRUBS		21,900.00	16,841.75	1,212.89	5,058.25	76.90

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GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2003 - LOCAL STREETS						
Expenditures						
Dept 4069 - DRAINAGE						
2003-4069-705.0000	SUPERVISION SALARIES	10,000.00	7,938.52	355.69	2,061.48	79.39
2003-4069-706.0000	SALARIES PERMANENT	20,000.00	9,313.85	267.24	10,686.15	46.57
2003-4069-709.0000	OVERTIME	1,000.00	69.28	15.00	930.72	6.93
2003-4069-717.0000	RETIREMENT - MERS ACTIVE	2,100.00	418.22	0.00	1,681.78	19.92
2003-4069-718.0000	RETIREMENT - MERS RETIREES	16,000.00	9,805.90	205.11	6,194.10	61.29
2003-4069-719.0000	FRINGE BENEFITS	20,000.00	13,592.81	6,454.19	6,407.19	67.96
2003-4069-757.0000	OPERATING EXPENDITURES	8,000.00	2,394.31	0.00	5,605.69	29.93
2003-4069-818.0000	CONTRACTUAL SERVICE	45,000.00	26,599.00	0.00	18,401.00	59.11
2003-4069-943.0000	EQUIPMENT RENTAL	35,000.00	14,714.95	4.57	20,285.05	42.04
Total Dept 4069 - DRAINAGE		157,100.00	84,846.84	7,301.80	72,253.16	54.01
Dept 4074 - TRAFFIC SIGNS						
2003-4074-705.0000	SUPERVISION SALARIES	5,100.00	2,762.94	558.93	2,337.06	54.18
2003-4074-706.0000	SALARIES PERMANENT	6,400.00	4,218.94	1,279.40	2,181.06	65.92
2003-4074-709.0000	OVERTIME	300.00	74.28	0.00	225.72	24.76
2003-4074-717.0000	RETIREMENT - MERS ACTIVE	700.00	111.06	0.00	588.94	15.87
2003-4074-718.0000	RETIREMENT - MERS RETIREES	3,900.00	3,367.43	565.82	532.57	86.34
2003-4074-719.0000	FRINGE BENEFITS	8,200.00	3,407.04	1,173.14	4,792.96	41.55
2003-4074-757.0000	OPERATING EXPENDITURES	1,000.00	0.00	0.00	1,000.00	0.00
2003-4074-757.7100	MATERIAL-SIGNS	4,500.00	4,245.23	0.00	254.77	94.34
2003-4074-943.0000	EQUIPMENT RENTAL	5,000.00	2,391.05	0.08	2,608.95	47.82
Total Dept 4074 - TRAFFIC SIGNS		35,100.00	20,577.97	3,577.37	14,522.03	58.63
Dept 4078 - WINTER MAINTENANCE						
2003-4078-705.0000	SUPERVISION SALARIES	6,700.00	4,973.22	641.61	1,726.78	74.23
2003-4078-706.0000	SALARIES PERMANENT	15,000.00	12,171.66	2,145.03	2,828.34	81.14
2003-4078-709.0000	OVERTIME	7,000.00	2,779.33	544.10	4,220.67	39.70
2003-4078-717.0000	RETIREMENT - MERS ACTIVE	1,500.00	289.38	0.00	1,210.62	19.29
2003-4078-718.0000	RETIREMENT - MERS RETIREES	7,000.00	6,649.41	675.09	350.59	94.99
2003-4078-719.0000	FRINGE BENEFITS	13,300.00	13,209.78	7,947.89	90.22	99.32
2003-4078-757.0000	OPERATING EXPENDITURES - SALT	45,000.00	28,410.00	0.00	16,590.00	63.13
2003-4078-943.0000	EQUIPMENT RENTAL	50,000.00	44,815.39	0.17	5,184.61	89.63
Total Dept 4078 - WINTER MAINTENANCE		145,500.00	113,298.17	11,953.89	32,201.83	77.87
Dept 4081 - ROADSIDE CLEANUP						
2003-4081-705.0000	SUPERVISION SALARIES	1,000.00	189.14	9.43	810.86	18.91
2003-4081-706.0000	SALARIES PERMANENT	2,400.00	686.21	0.00	1,713.79	28.59
2003-4081-709.0000	OVERTIME	100.00	0.00	0.00	100.00	0.00
2003-4081-717.0000	RETIREMENT - MERS ACTIVE	100.00	28.70	0.00	71.30	28.70
2003-4081-718.0000	RETIREMENT - MERS RETIREES	300.00	285.19	0.00	14.81	95.06
2003-4081-719.0000	FRINGE BENEFITS	1,000.00	781.99	350.00	218.01	78.20
2003-4081-943.0000	EQUIPMENT RENTAL	3,000.00	1,381.66	0.33	1,618.34	46.06
Total Dept 4081 - ROADSIDE CLEANUP		7,900.00	3,352.89	359.76	4,547.11	42.44
Dept 4082 - ADMINISTRATION						
2003-4082-703.0000	ADMINISTRATION SALARIES	30,400.00	21,748.09	2,041.38	8,651.91	71.54

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

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2003 - LOCAL STREETS						
Expenditures						
2003-4082-705.0000	SUPERVISION SALARIES	0.00	(351.61)	316.27	351.61	100.00
2003-4082-706.0000	SALARIES PERMANENT	8,000.00	5,373.28	651.93	2,626.72	67.17
2003-4082-709.0000	OVERTIME	100.00	10.86	0.00	89.14	10.86
2003-4082-717.0000	RETIREMENT - MERS ACTIVE	5,200.00	980.58	387.69	4,219.42	18.86
2003-4082-718.0000	RETIREMENT - MERS RETIREES	16,500.00	4,209.77	1,894.56	12,290.23	25.51
2003-4082-719.0000	FRINGE BENEFITS	19,500.00	19,083.92	2,303.75	416.08	97.87
2003-4082-728.0000	INFORMATION TECH ALLOCATION	3,200.00	3,200.00	0.00	0.00	100.00
2003-4082-757.0000	OPERATING EXPENDITURES	11,900.00	6,426.68	30.20	5,473.32	54.01
2003-4082-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	2,000.00	1,532.67	0.00	467.33	76.63
2003-4082-818.0000	CONTRACTUAL SERVICE	2,000.00	1,000.00	0.00	1,000.00	50.00
2003-4082-826.0000	LEGAL	300.00	218.75	0.00	81.25	72.92
2003-4082-828.0000	MEMBERSHIP & DUES	500.00	378.00	0.00	122.00	75.60
2003-4082-864.0000	TRAINING	2,500.00	2,145.47	52.96	354.53	85.82
2003-4082-920.1000	ERC LED PROGRAM	100.00	33.80	33.80	66.20	33.80
2003-4082-943.0000	EQUIPMENT RENTAL	0.00	0.00	(15.66)	0.00	0.00
Total Dept 4082 - ADMINISTRATION		102,200.00	65,990.26	7,696.88	36,209.74	64.57
Dept 4090 - CONTINGENCY						
2003-4090-957.0020	SPECIAL ASSESSMENTS CITY OWNED TRANSFERS	84,300.00	56,485.39	0.00	27,814.61	67.01
Total Dept 4090 - CONTINGENCY		84,300.00	56,485.39	0.00	27,814.61	67.01
TOTAL EXPENDITURES		1,437,100.00	619,143.41	11,295.37	817,956.59	43.08
Fund 2003 - LOCAL STREETS:						
TOTAL REVENUES		1,148,300.00	777,939.29	78,804.19	370,360.71	67.75
TOTAL EXPENDITURES		1,437,100.00	619,143.41	11,295.37	817,956.59	43.08
NET OF REVENUES & EXPENDITURES		(288,800.00)	158,795.88	67,508.82	(447,595.88)	54.98

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

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2006 - FIRE DEPARTMENT						
Revenues						
Dept 0000						
2006-0000-403.0000	CURRENT REAL/PERSONAL TAXES	562,200.00	531,655.87	4,696.20	30,544.13	94.57
2006-0000-404.0000	TAX CHARGEBACKS	(2,400.00)	0.00	0.00	(2,400.00)	0.00
2006-0000-407.0000	DELINQUENT PERSONAL TAXES	200.00	(0.60)	0.00	200.60	(0.30)
2006-0000-501.0010	FEDERAL AFG FEMA FIRE GRANT	1,300.00	1,237.91	0.00	62.09	95.22
2006-0000-573.0000	LOC COMM STABILIZ SHR APPROPR (STATE)	12,400.00	12,420.75	0.00	(20.75)	100.17
2006-0000-630.0000	FIRE RECOVERY FEES	18,700.00	17,295.53	0.00	1,404.47	92.49
2006-0000-631.0000	FIRE INSPECTION FEES	3,000.00	2,300.00	150.00	700.00	76.67
2006-0000-633.0000	SITE PLAN REVIEW	500.00	675.00	0.00	(175.00)	135.00
2006-0000-634.0000	FIRE ALARM REVIEWS & PERMITS	1,700.00	19,040.00	17,355.00	(17,340.00)	1,120.00
2006-0000-635.0000	FIRE SUPPRESSION REVIEWS & PERMITS	6,800.00	6,817.00	0.00	(17.00)	100.25
2006-0000-666.0000	INTEREST INCOME	1,500.00	0.00	0.00	1,500.00	0.00
2006-0000-673.0000	SALE OF ASSETS	1,500.00	1,025.00	0.00	475.00	68.33
2006-0000-675.0000	REFUNDS & REBATES	3,000.00	0.00	0.00	3,000.00	0.00
2006-0000-678.0000	REIMBURSEMENT INCOME	2,000.00	2,782.20	0.00	(782.20)	139.11
2006-0000-691.1001	TRANSFER FROM GENERAL FUND	879,200.00	879,200.00	0.00	0.00	100.00
2006-0000-694.0000	OTHER REVENUES	2,000.00	1,500.00	0.00	500.00	75.00
Total Dept 0000		1,493,600.00	1,475,948.66	22,201.20	17,651.34	98.82
TOTAL REVENUES		1,493,600.00	1,475,948.66	22,201.20	17,651.34	98.82
Expenditures						
Dept 2006 - FIRE DEPARTMENT EXPENDITURES						
2006-2006-703.0000	SALARY	61,400.00	45,487.56	5,358.18	15,912.44	74.08
2006-2006-706.0000	SALARIES PERMANENT	95,300.00	66,415.15	7,094.74	28,884.85	69.69
2006-2006-707.0000	PART-TIME FIREMEN	215,325.00	95,520.63	8,606.91	119,804.37	44.36
2006-2006-708.0000	SHARED SALARIES	40,600.00	25,793.44	2,675.31	14,806.56	63.53
2006-2006-709.0000	OVERTIME	4,500.00	1,603.33	315.79	2,896.67	35.63
2006-2006-717.0000	RETIREMENT - MERS ACTIVE	24,100.00	16,884.76	1,748.49	7,215.24	70.06
2006-2006-718.0000	RETIREMENT - MERS RETIREES	48,300.00	30,858.13	2,890.33	17,441.87	63.89
2006-2006-719.0000	FRINGE BENEFITS	142,500.00	84,298.73	3,149.92	58,201.27	59.16
2006-2006-727.0000	OFFICE SUPPLIES	1,500.00	377.39	0.00	1,122.61	25.16
2006-2006-728.0000	INFORMATION TECH ALLOCATION	32,200.00	32,200.00	0.00	0.00	100.00
2006-2006-744.0000	SAFETY WEAR & HEALTH	44,000.00	18,014.09	6,461.34	25,985.91	40.94
2006-2006-757.0000	OPERATING EXPENDITURES	18,000.00	10,352.12	298.68	7,647.88	57.51
2006-2006-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	3,000.00	2,298.99	0.00	701.01	76.63
2006-2006-818.0000	CONTRACTUAL SERVICES	15,000.00	9,388.70	551.00	5,611.30	62.59
2006-2006-826.0000	LEGAL	3,000.00	1,912.75	62.50	1,087.25	63.76
2006-2006-828.0000	MEMBERSHIP & DUES	6,100.00	5,693.50	0.00	406.50	93.34
2006-2006-863.0000	AUTO REPAIR	53,000.00	29,919.56	4,643.47	23,080.44	56.45
2006-2006-864.0000	TRAINING & CERTIFICATIONS	3,500.00	2,190.32	0.00	1,309.68	62.58
2006-2006-867.0000	GAS & OIL	10,000.00	8,579.67	0.00	1,420.33	85.80
2006-2006-910.0000	INSURANCE	25,400.00	21,052.96	0.00	4,347.04	82.89
2006-2006-910.7020	BUILDING INSURANCE	2,800.00	2,246.86	0.00	553.14	80.25
2006-2006-920.0000	UTILITIES	36,300.00	28,295.63	632.18	8,004.37	77.95
2006-2006-920.1000	ERC LED PROGRAM	2,700.00	884.44	884.44	1,815.56	32.76
2006-2006-921.0000	SEWER PAYMENTS	5,000.00	3,744.66	0.00	1,255.34	74.89
2006-2006-934.0000	EQUIPMENT REPAIR	9,000.00	2,056.67	298.00	6,943.33	22.85
2006-2006-937.0000	BUILDING MAINT & SUPPLIES	65,000.00	39,575.82	2,166.14	25,424.18	60.89
2006-2006-943.0000	EQUIPMENT RENTAL	14,500.00	4,432.21	0.00	10,067.79	30.57
2006-2006-956.0000	MISCELLANEOUS	500.00	0.00	0.00	500.00	0.00
2006-2006-962.0000	TRAINING & MATERIALS	16,200.00	4,596.52	300.00	11,603.48	28.37
2006-2006-963.0000	PREVENTION MATERIALS	9,500.00	8,044.68	0.00	1,455.32	84.68

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GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2006 - FIRE DEPARTMENT						
Expenditures						
2006-2006-977.7089	NEW EQUIPMENT	32,000.00	28,450.75	0.00	3,549.25	88.91
2006-2006-984.0000	OFFICE EQUIPMENT	3,500.00	1,926.00	214.00	1,574.00	55.03
2006-2006-991.0000	PRINCIPAL ON BONDS	200,000.00	200,000.00	0.00	0.00	100.00
2006-2006-991.0001	PRINCIPAL PORTION OF LEASE (CAPITAL) PMT	49,100.00	0.00	0.00	49,100.00	0.00
2006-2006-991.0002	PRINCIPAL PMT ON SCBA LOAN	50,800.00	50,752.73	0.00	47.27	99.91
2006-2006-995.0000	INTEREST ON BONDS	137,400.00	133,474.79	50,086.01	3,925.21	97.14
2006-2006-995.0001	INTEREST PORTION OF LEASE (CAPITAL) PMT	11,100.00	0.00	0.00	11,100.00	0.00
2006-2006-999.0000	PAYING AGENT FEES ON BONDS	300.00	125.00	0.00	175.00	41.67
2006-2006-999.4206	TRANSFER OUT TO FIRE CAPITAL PROJECTS	50,000.00	0.00	0.00	50,000.00	0.00
Total Dept 2006 - FIRE DEPARTMENT EXPENDITURES		1,542,425.00	1,017,448.54	98,437.43	524,976.46	65.96
TOTAL EXPENDITURES		1,542,425.00	1,017,448.54	98,437.43	524,976.46	65.96
Fund 2006 - FIRE DEPARTMENT:						
TOTAL REVENUES		1,493,600.00	1,475,948.66	22,201.20	17,651.34	98.82
TOTAL EXPENDITURES		1,542,425.00	1,017,448.54	98,437.43	524,976.46	65.96
NET OF REVENUES & EXPENDITURES		(48,825.00)	458,500.12	(76,236.23)	(507,325.12)	939.07

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON
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GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2007 - POLICE FUND						
Revenues						
Dept 0000						
2007-0000-403.0000	CURRENT TAXES	4,773,000.00	4,512,885.01	39,865.05	260,114.99	94.55
2007-0000-404.0000	TAX CHARGEBACKS	(34,000.00)	0.00	0.00	(34,000.00)	0.00
2007-0000-407.0000	DELINQUENT PERSONAL TAXES	2,300.00	(5.08)	0.00	2,305.08	(0.22)
2007-0000-573.0000	LOC COMM STABILIZ SHR APPROPR (STATE)	105,400.00	105,422.37	0.00	(22.37)	100.02
2007-0000-629.7773	F.A.N.G. CHARGES	85,000.00	52,500.00	7,500.00	32,500.00	61.76
2007-0000-629.7777	DEA OVERTIME GRANT REVENUE	5,000.00	196.33	0.00	4,803.67	3.93
2007-0000-629.7792	HIDTA GRANT REVENUE (FANG)	15,000.00	4,641.56	0.00	10,358.44	30.94
2007-0000-629.7798	DCESP HEMP GRANT REVENUE (FANG)	5,000.00	430.80	0.00	4,569.20	8.62
2007-0000-629.7808	PT-10-20 OHSP SAFE COMMUNITIES GRANT	5,000.00	1,166.20	0.00	3,833.80	23.32
2007-0000-629.7815	OCDETF POINT BLANK GRANT	5,000.00	0.00	0.00	5,000.00	0.00
2007-0000-660.0000	DISTRICT COURT FEES	60,000.00	29,811.93	4,421.22	30,188.07	49.69
2007-0000-661.0000	POLICE FEES	16,600.00	19,100.00	2,050.00	(2,500.00)	115.06
2007-0000-663.0000	S.O. REGISTRY ANNUAL FEE REVENUE	2,000.00	2,600.00	1,000.00	(600.00)	130.00
2007-0000-666.0000	INTEREST INCOME	1,000.00	0.00	0.00	1,000.00	0.00
2007-0000-673.0000	SALE OF ASSETS	1,000.00	783.00	0.00	217.00	78.30
2007-0000-675.0000	REFUNDS & REBATES	9,000.00	0.00	0.00	9,000.00	0.00
2007-0000-678.0000	REIMBURSEMENT INCOME	35,000.00	21,579.98	0.00	13,420.02	61.66
2007-0000-691.1001	TRANSFER FROM GENERAL FUND	252,000.00	252,000.00	0.00	0.00	100.00
2007-0000-691.5013	TRANSFER FROM DDA	5,000.00	5,000.00	0.00	0.00	100.00
2007-0000-694.0000	OTHER REVENUES	10,000.00	9,973.49	781.44	26.51	99.73
Total Dept 0000		5,358,300.00	5,018,085.59	55,617.71	340,214.41	93.65
TOTAL REVENUES		5,358,300.00	5,018,085.59	55,617.71	340,214.41	93.65
Expenditures						
Dept 2007 - POLICE FUND EXPENSES						
2007-2007-703.0000	ADMINISTRATIVE SALARIES	70,200.00	51,217.79	7,496.75	18,982.21	72.96
2007-2007-704.0000	LIEUTENANTS SALARIES	134,300.00	94,382.21	11,215.20	39,917.79	70.28
2007-2007-705.0000	SERGEANTS SALARIES	455,600.00	226,784.10	24,790.76	228,815.90	49.78
2007-2007-706.0000	SALARIES PERMANENT	1,385,900.00	995,538.97	106,556.19	390,361.03	71.83
2007-2007-708.0000	SHARED SALARIES	133,700.00	93,523.67	10,083.22	40,176.33	69.95
2007-2007-709.0000	OVERTIME	174,200.00	112,950.10	12,703.45	61,249.90	64.84
2007-2007-709.2007	OVERTIME - BACK TO THE BRICKS	13,000.00	12,935.28	0.00	64.72	99.50
2007-2007-717.0000	RETIREMENT - MERS ACTIVE	89,800.00	59,836.71	5,509.85	29,963.29	66.63
2007-2007-718.0000	RETIREMENT - MERS RETIREES	990,200.00	650,362.92	68,997.14	339,837.08	65.68
2007-2007-719.0000	FRINGE BENEFITS	1,384,600.00	920,273.37	28,532.60	464,326.63	66.46
2007-2007-727.0000	OFFICE SUPPLIES	6,000.00	3,323.25	519.82	2,676.75	55.39
2007-2007-728.0000	INFORMATION TECH ALLOCATION	75,200.00	75,200.00	0.00	0.00	100.00
2007-2007-731.0000	POSTAGE	1,000.00	453.17	0.00	546.83	45.32
2007-2007-741.0000	AMMUNITION & WEAPONS	15,000.00	6,123.05	420.00	8,876.95	40.82
2007-2007-744.0000	UNIFORMS	35,000.00	18,706.38	720.79	16,293.62	53.45
2007-2007-757.0000	OPERATING EXPENDITURES	12,000.00	5,881.47	244.08	6,118.53	49.01
2007-2007-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	3,200.00	2,452.26	0.00	747.74	76.63
2007-2007-811.7773	F.A.N.G. PROJECT OFFICERS	175,000.00	108,800.34	6,590.72	66,199.66	62.17
2007-2007-811.7777	DEA OVERTIME GRANT	5,000.00	4,368.41	1,423.41	631.59	87.37
2007-2007-811.7792	HIDTA GRANT EXPENSE (FANG)	15,000.00	5,436.27	210.00	9,563.73	36.24
2007-2007-811.7798	HEMP GRANT EXPENSE (FANG)	5,000.00	483.25	0.00	4,516.75	9.67
2007-2007-811.7808	PT-10-20 OHSP SAFE COMMUNITIES GRANT	5,000.00	377.97	0.00	4,622.03	7.56
2007-2007-811.7815	OCDETF POINT BLANK GRANT	5,000.00	0.00	0.00	5,000.00	0.00
2007-2007-818.0000	CONTRACTUAL SERVICE	50,000.00	33,456.83	2,563.60	16,543.17	66.91
2007-2007-818.7170	NARCOTICS INVESTIGATION	26,600.00	26,516.26	0.00	83.74	99.69
2007-2007-826.0000	LEGAL	90,000.00	61,958.87	8,539.75	28,041.13	68.84

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON
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GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2007 - POLICE FUND						
Expenditures						
2007-2007-828.0000	MEMBERSHIP & DUES	1,500.00	140.00	0.00	1,360.00	9.33
2007-2007-863.0000	AUTO REPAIR	85,000.00	31,655.65	6,307.24	53,344.35	37.24
2007-2007-864.0000	TRAINING & CERTIFICATIONS	3,000.00	596.20	80.00	2,403.80	19.87
2007-2007-867.0000	GAS & OIL	75,000.00	50,059.96	0.00	24,940.04	66.75
2007-2007-868.0000	AUTO WASH	3,500.00	2,116.00	294.00	1,384.00	60.46
2007-2007-910.0000	INSURANCE	81,600.00	68,414.98	0.00	13,185.02	83.84
2007-2007-920.0000	UTILITIES	31,100.00	25,530.69	67.54	5,569.31	82.09
2007-2007-920.1000	ERC LED PROGRAM	3,900.00	1,536.19	1,536.19	2,363.81	39.39
2007-2007-921.0000	SEWER PAYMENTS	4,000.00	2,315.96	0.00	1,684.04	57.90
2007-2007-931.0000	BUILDING REPAIR	15,000.00	9,194.28	566.47	5,805.72	61.30
2007-2007-934.0000	EQUIPMENT REPAIRS	1,500.00	357.93	0.00	1,142.07	23.86
2007-2007-943.0000	EQUIPMENT RENTAL	6,000.00	3,716.45	0.00	2,283.55	61.94
2007-2007-956.0000	MISCELLANEOUS	2,400.00	990.00	0.00	1,410.00	41.25
2007-2007-962.0000	TRAINING (OFFICER)	15,000.00	11,582.90	325.00	3,417.10	77.22
2007-2007-975.0000	BOILER REPLACEMENT	52,000.00	0.00	0.00	52,000.00	0.00
2007-2007-984.0000	OFFICE EQUIPMENT	2,000.00	700.00	55.00	1,300.00	35.00
2007-2007-985.0000	POLICE VEHICLES	70,000.00	65,989.87	630.00	4,010.13	94.27
2007-2007-991.0001	PRINCIPAL PORTION OF LEASE (CAPITAL) PMT	17,500.00	0.00	0.00	17,500.00	0.00
2007-2007-995.0001	INTEREST PORTION OF LEASE (CAPITAL) PMT	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 2007 - POLICE FUND EXPENSES		5,826,500.00	3,846,239.96	306,978.77	1,980,260.04	66.01
TOTAL EXPENDITURES		5,826,500.00	3,846,239.96	306,978.77	1,980,260.04	66.01
Fund 2007 - POLICE FUND:						
TOTAL REVENUES		5,358,300.00	5,018,085.59	55,617.71	340,214.41	93.65
TOTAL EXPENDITURES		5,826,500.00	3,846,239.96	306,978.77	1,980,260.04	66.01
NET OF REVENUES & EXPENDITURES		(468,200.00)	1,171,845.63	(251,361.06)	(1,640,045.63)	250.29

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON
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GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2026 - RUBBISH COLLECTION & DISPOSAL						
Revenues						
Dept 0000						
2026-0000-403.0000	RUBBISH FEES	1,423,800.00	1,279,727.04	22,131.08	144,072.96	89.88
2026-0000-404.0000	TAX CHARGEBACKS	(2,000.00)	0.00	0.00	(2,000.00)	0.00
2026-0000-650.0000	CURBSIDE RECYCLING INCOME	1,300.00	1,099.00	133.00	201.00	84.54
2026-0000-666.0000	INTEREST INCOME	900.00	0.00	0.00	900.00	0.00
2026-0000-671.0000	DONATIONS	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 0000		1,429,000.00	1,280,826.04	22,264.08	148,173.96	89.63
TOTAL REVENUES		1,429,000.00	1,280,826.04	22,264.08	148,173.96	89.63
Expenditures						
Dept 0000						
2026-0000-830.0000	GARBAGE COLLECTION	1,423,800.00	1,186,458.00	237,291.60	237,342.00	83.33
2026-0000-999.2073	TRANSFER OUT TO VETERANS MEMORIAL PARK	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 0000		1,428,800.00	1,186,458.00	237,291.60	242,342.00	83.04
TOTAL EXPENDITURES		1,428,800.00	1,186,458.00	237,291.60	242,342.00	83.04
Fund 2026 - RUBBISH COLLECTION & DISPOSAL:						
TOTAL REVENUES		1,429,000.00	1,280,826.04	22,264.08	148,173.96	89.63
TOTAL EXPENDITURES		1,428,800.00	1,186,458.00	237,291.60	242,342.00	83.04
NET OF REVENUES & EXPENDITURES		200.00	94,368.04	(215,027.52)	(94,168.04)	7,184.02

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REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON
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GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2049 - BUILDING DEPARTMENT FUND						
Revenues						
Dept 0000						
2049-0000-450.0000	PERMITS & LICENSE FEES	290,000.00	269,441.00	12,134.00	20,559.00	92.91
2049-0000-478.0000	MMJ LICENSE & LATE FEES	50,000.00	52,785.00	20,450.00	(2,785.00)	105.57
2049-0000-577.0000	MMJ EXCISE TAX REVENUE	0.00	180.40	180.40	(180.40)	100.00
2049-0000-624.0000	CONDEMNED HOUSING	13,000.00	55,961.73	0.00	(42,961.73)	430.47
2049-0000-624.0001	SITE CLEAN UP	600.00	23,246.93	2,900.30	(22,646.93)	3,874.49
2049-0000-625.0000	INSPECTION FEES	30,000.00	22,460.00	3,655.00	7,540.00	74.87
2049-0000-626.0000	ABANDON PROPERTY REGISTRATION FEES	7,000.00	280.00	0.00	6,720.00	4.00
2049-0000-641.0000	WEED CUTTING REVENUE (INVOICED OUT)	30,000.00	17,488.42	0.00	12,511.58	58.29
2049-0000-657.0000	CODE ENFORCEMENT FINES	1,000.00	100.00	0.00	900.00	10.00
2049-0000-664.0000	SOIL EROSION SERVICES	4,000.00	1,000.00	0.00	3,000.00	25.00
2049-0000-666.0000	INTEREST INCOME	500.00	0.00	0.00	500.00	0.00
2049-0000-673.0000	SALE OF PROPERTY	0.00	332,112.91	332,112.91	(332,112.91)	100.00
2049-0000-678.0000	REIMBURSEMENT INCOME	6,000.00	0.00	0.00	6,000.00	0.00
2049-0000-691.1001	TRANSFER FROM GENERAL FUND	200,000.00	200,000.00	0.00	0.00	100.00
2049-0000-694.0000	MISCELLANEOUS	500.00	0.00	0.00	500.00	0.00
Total Dept 0000		632,600.00	975,056.39	371,432.61	(342,456.39)	154.13
TOTAL REVENUES		632,600.00	975,056.39	371,432.61	(342,456.39)	154.13
Expenditures						
Dept 2061 - BUILDING						
2049-2061-703.0000	ADMINISTRATIVE SALARIES	15,300.00	10,874.39	1,020.71	4,425.61	71.07
2049-2061-706.0000	SALARIES PERMANENT	77,700.00	41,940.66	3,903.49	35,759.34	53.98
2049-2061-708.0000	SHARED SALARIES	25,000.00	15,635.33	1,558.59	9,364.67	62.54
2049-2061-709.0000	OVERTIME	2,000.00	363.17	26.39	1,636.83	18.16
2049-2061-717.0000	RETIREMENT - MERS ACTIVE	7,300.00	4,183.16	389.09	3,116.84	57.30
2049-2061-718.0000	RETIREMENT - MERS RETIREES	29,400.00	18,055.17	1,797.21	11,344.83	61.41
2049-2061-719.0000	FRINGE BENEFITS	94,200.00	34,684.83	1,370.83	59,515.17	36.82
2049-2061-727.0000	OFFICE SUPPLIES	1,200.00	502.08	12.34	697.92	41.84
2049-2061-728.0000	INFORMATION TECH ALLOCATION	12,700.00	12,700.00	0.00	0.00	100.00
2049-2061-731.0000	POSTAGE	800.00	695.94	0.00	104.06	86.99
2049-2061-757.0000	OPERATING EXPENDITURES	7,000.00	5,327.74	0.00	1,672.26	76.11
2049-2061-804.0000	MMJ RELATED EXPENDITURES	30,000.00	560.63	0.00	29,439.37	1.87
2049-2061-818.0000	CONTRACTUAL SERVICES	57,000.00	42,910.00	2,630.00	14,090.00	75.28
2049-2061-826.0000	LEGAL	2,500.00	953.13	0.00	1,546.87	38.13
2049-2061-828.0000	MEMBERSHIP & DUES	600.00	0.00	0.00	600.00	0.00
2049-2061-864.0000	TRAINING	3,500.00	622.26	26.44	2,877.74	17.78
2049-2061-920.0000	UTILITIES	3,500.00	2,245.00	0.00	1,255.00	64.14
2049-2061-920.1000	ERC LED PROGRAM	200.00	66.19	66.19	133.81	33.10
2049-2061-943.0000	EQUIPMENT RENTAL	18,000.00	10,667.51	0.00	7,332.49	59.26
2049-2061-959.0000	CONDEMNED HOUSING	135,000.00	59,441.97	0.00	75,558.03	44.03
2049-2061-961.0000	WEED CUTTING EXP. TO BE BILLED OUT	25,000.00	6,725.92	0.00	18,274.08	26.90
2049-2061-964.0000	SOIL EROSION SERVICES	1,000.00	526.42	258.48	473.58	52.64
2049-2061-966.0000	BLIGHT ELMINATION GRANT EXPENDITURE	15,000.00	0.00	0.00	15,000.00	0.00
2049-2061-984.0000	OFFICE EQUIPMENT	100.00	0.00	0.00	100.00	0.00
Total Dept 2061 - BUILDING		564,000.00	269,681.50	13,059.76	294,318.50	47.82
TOTAL EXPENDITURES		564,000.00	269,681.50	13,059.76	294,318.50	47.82

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON
PERIOD ENDING 03/31/2019
% Fiscal Year Completed: 75.07
*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2049 - BUILDING DEPARTMENT FUND						
Fund 2049 - BUILDING DEPARTMENT FUND:						
TOTAL REVENUES		632,600.00	975,056.39	371,432.61	(342,456.39)	154.13
TOTAL EXPENDITURES		564,000.00	269,681.50	13,059.76	294,318.50	47.82
NET OF REVENUES & EXPENDITURES		68,600.00	705,374.89	358,372.85	(636,774.89)	1,028.24

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

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2065 - DRUG LAW ENFORCEMENT FUND						
Revenues						
Dept 0000						
2065-0000-678.0001	DRUG FORFEITURE CLEARED	5,100.00	0.00	0.00	5,100.00	0.00
Total Dept 0000		5,100.00	0.00	0.00	5,100.00	0.00
TOTAL REVENUES		5,100.00	0.00	0.00	5,100.00	0.00
Expenditures						
Dept 0000						
2065-0000-955.0000	DRUG LAW ENFORCEMENT RELATED EXP	11,767.00	7,468.20	0.00	4,298.80	63.47
Total Dept 0000		11,767.00	7,468.20	0.00	4,298.80	63.47
TOTAL EXPENDITURES		11,767.00	7,468.20	0.00	4,298.80	63.47
Fund 2065 - DRUG LAW ENFORCEMENT FUND:						
TOTAL REVENUES		5,100.00	0.00	0.00	5,100.00	0.00
TOTAL EXPENDITURES		11,767.00	7,468.20	0.00	4,298.80	63.47
NET OF REVENUES & EXPENDITURES		(6,667.00)	(7,468.20)	0.00	801.20	112.02

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON
PERIOD ENDING 03/31/2019
% Fiscal Year Completed: 75.07
*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2067 - POLICE K9 FUND						
Revenues						
Dept 0000						
2067-0000-671.0000	DONATIONS	100.00	600.00	0.00	(500.00)	600.00
Total Dept 0000		100.00	600.00	0.00	(500.00)	600.00
TOTAL REVENUES		100.00	600.00	0.00	(500.00)	600.00
Expenditures						
Dept 0000						
2067-0000-757.0000	OPERATING EXPENDITURES	1,796.00	579.16	4.99	1,216.84	32.25
Total Dept 0000		1,796.00	579.16	4.99	1,216.84	32.25
TOTAL EXPENDITURES		1,796.00	579.16	4.99	1,216.84	32.25
Fund 2067 - POLICE K9 FUND:						
TOTAL REVENUES		100.00	600.00	0.00	(500.00)	600.00
TOTAL EXPENDITURES		1,796.00	579.16	4.99	1,216.84	32.25
NET OF REVENUES & EXPENDITURES		(1,696.00)	20.84	(4.99)	(1,716.84)	1.23

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON
PERIOD ENDING 03/31/2019
% Fiscal Year Completed: 75.07

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

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2069 - SENIOR CITIZENS CENTER FUND						
Revenues						
Dept 0000						
2069-0000-580.0000	COUNTY SENIOR MILLAGE REVENUE	170,300.00	101,740.93	15,749.07	68,559.07	59.74
2069-0000-666.0000	INTEREST INCOME	300.00	0.00	0.00	300.00	0.00
2069-0000-675.0000	REFUNDS & REBATES	500.00	0.00	0.00	500.00	0.00
2069-0000-678.0000	REIMBURSEMENT INCOME	500.00	850.00	0.00	(350.00)	170.00
2069-0000-691.0651	COMMUNITY DEVELOPMENT BLOCK GRANT REV	12,400.00	12,379.00	0.00	21.00	99.83
2069-0000-691.0655	SENIOR CITIZENS DONATION REVENUES	12,000.00	4,873.00	0.00	7,127.00	40.61
2069-0000-691.1001	CONTRIBUTION FROM GENERAL FUND	180,000.00	180,000.00	0.00	0.00	100.00
2069-0000-694.0001	HALL RENTAL	6,500.00	6,225.00	(200.00)	275.00	95.77
Total Dept 0000		382,500.00	306,067.93	15,549.07	76,432.07	80.02
TOTAL REVENUES		382,500.00	306,067.93	15,549.07	76,432.07	80.02
Expenditures						
Dept 2069 - SENIOR CITIZENS CENTER						
2069-2069-705.0000	COORDINATOR SALARY	64,100.00	46,624.03	4,925.07	17,475.97	72.74
2069-2069-706.0000	SALARIES PERMANENT	62,400.00	40,783.01	4,579.82	21,616.99	65.36
2069-2069-708.0000	SHARED SALARIES	24,300.00	17,112.77	1,845.92	7,187.23	70.42
2069-2069-709.0000	OVERTIME	1,000.00	190.63	16.50	809.37	19.06
2069-2069-717.0000	RETIREMENT - MERS ACTIVE	4,600.00	2,449.10	256.04	2,150.90	53.24
2069-2069-718.0000	RETIREMENT - MERS RETIREES	15,300.00	9,038.04	914.79	6,261.96	59.07
2069-2069-719.0000	FRINGE BENEFITS	103,300.00	59,874.82	2,571.67	43,425.18	57.96
2069-2069-728.0000	INFORMATION TECH ALLOCATION	6,300.00	6,300.00	0.00	0.00	100.00
2069-2069-757.0000	OPERATING EXPENDITURES	200.00	123.98	0.00	76.02	61.99
2069-2069-776.0000	SUPPLIES	20,000.00	8,354.79	704.57	11,645.21	41.77
2069-2069-818.0000	CONTRACTUAL SERVICES	19,000.00	12,537.00	1,393.00	6,463.00	65.98
2069-2069-828.0000	MEMBERSHIP & DUES	200.00	50.00	0.00	150.00	25.00
2069-2069-864.0000	TRAINING	200.00	13.42	0.00	186.58	6.71
2069-2069-910.0000	INSURANCE	3,900.00	3,066.50	0.00	833.50	78.63
2069-2069-920.0000	UTILITIES	23,900.00	15,162.40	0.00	8,737.60	63.44
2069-2069-920.1000	ERC LED PROGRAM	1,100.00	411.47	411.47	688.53	37.41
2069-2069-921.0000	SEWER PAYMENTS	3,600.00	1,731.80	0.00	1,868.20	48.11
2069-2069-931.0000	REPAIR & MAINTENANCE	15,000.00	13,533.83	1,354.26	1,466.17	90.23
2069-2069-943.0000	EQUIPMENT RENTAL	19,800.00	5,873.30	0.00	13,926.70	29.66
2069-2069-956.0000	MISCELLANEOUS	1,000.00	345.00	350.00	655.00	34.50
Total Dept 2069 - SENIOR CITIZENS CENTER		389,200.00	243,575.89	19,323.11	145,624.11	62.58
TOTAL EXPENDITURES		389,200.00	243,575.89	19,323.11	145,624.11	62.58
Fund 2069 - SENIOR CITIZENS CENTER FUND:						
TOTAL REVENUES		382,500.00	306,067.93	15,549.07	76,432.07	80.02
TOTAL EXPENDITURES		389,200.00	243,575.89	19,323.11	145,624.11	62.58
NET OF REVENUES & EXPENDITURES		(6,700.00)	62,492.04	(3,774.04)	(69,192.04)	932.72

Attachment: Revenue and Expenditure Report 3-31-19 (4327 : Revenue and Expenditure Report as of

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

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2071 - BURTON YOUTH LEAGUE						
Revenues						
Dept 0000						
2071-0000-695.0000	ACTIVITIES REVENUE	31,200.00	1,340.00	1,230.00	29,860.00	4.29
Total Dept 0000		31,200.00	1,340.00	1,230.00	29,860.00	4.29
TOTAL REVENUES		31,200.00	1,340.00	1,230.00	29,860.00	4.29
Expenditures						
Dept 0000						
2071-0000-706.0000	SALARIES PERMANENT	18,000.00	1,130.00	0.00	16,870.00	6.28
2071-0000-719.0000	PAYROLL FRINGES	1,500.00	86.47	0.00	1,413.53	5.76
2071-0000-757.0000	OPERATING EXPENDITURES	14,000.00	711.00	71.00	13,289.00	5.08
Total Dept 0000		33,500.00	1,927.47	71.00	31,572.53	5.75
TOTAL EXPENDITURES		33,500.00	1,927.47	71.00	31,572.53	5.75
Fund 2071 - BURTON YOUTH LEAGUE:						
TOTAL REVENUES		31,200.00	1,340.00	1,230.00	29,860.00	4.29
TOTAL EXPENDITURES		33,500.00	1,927.47	71.00	31,572.53	5.75
NET OF REVENUES & EXPENDITURES		(2,300.00)	(587.47)	1,159.00	(1,712.53)	25.54

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2072 - POLICE/FIRE SCULPTURE FUND						
Revenues						
Dept 0000						
2072-0000-666.0000	INTEREST INCOME	0.00	64.75	0.00	(64.75)	100.00
Total Dept 0000		0.00	64.75	0.00	(64.75)	100.00
TOTAL REVENUES		0.00	64.75	0.00	(64.75)	100.00
Fund 2072 - POLICE/FIRE SCULPTURE FUND:						
TOTAL REVENUES		0.00	64.75	0.00	(64.75)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	64.75	0.00	(64.75)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON
PERIOD ENDING 03/31/2019
% Fiscal Year Completed: 75.07
*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2073 - VETERAN'S MEMORIAL PARK FUND						
Revenues						
Dept 0000						
2073-0000-666.0000	INTEREST INCOME	100.00	0.00	0.00	100.00	0.00
2073-0000-699.2026	TRANSFER IN FROM RUBBISH FUND	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 0000		5,100.00	0.00	0.00	5,100.00	0.00
TOTAL REVENUES		5,100.00	0.00	0.00	5,100.00	0.00
Expenditures						
Dept 0000						
2073-0000-706.0000	SALARIES PERMANENT	1,200.00	0.00	0.00	1,200.00	0.00
2073-0000-818.0000	CONTRACTUAL SERVICES	400.00	0.00	0.00	400.00	0.00
2073-0000-920.0000	UTILITIES	300.00	0.00	0.00	300.00	0.00
2073-0000-938.0000	MAINT OF GROUNDS	3,500.00	0.00	(52.13)	3,500.00	0.00
Total Dept 0000		5,400.00	0.00	(52.13)	5,400.00	0.00
TOTAL EXPENDITURES		5,400.00	0.00	(52.13)	5,400.00	0.00
Fund 2073 - VETERAN'S MEMORIAL PARK FUND:						
TOTAL REVENUES		5,100.00	0.00	0.00	5,100.00	0.00
TOTAL EXPENDITURES		5,400.00	0.00	(52.13)	5,400.00	0.00
NET OF REVENUES & EXPENDITURES		(300.00)	0.00	52.13	(300.00)	0.00

% Fiscal Year Completed: 75.07

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

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2075 - MEMORIAL DAY RACE FUND						
Revenues						
Dept 0000						
2075-0000-651.0000	RACE ADMISSION FEES	18,000.00	260.00	169.00	17,740.00	1.44
2075-0000-674.0000	DONATIONS	0.00	800.00	0.00	(800.00)	100.00
Total Dept 0000		18,000.00	1,060.00	169.00	16,940.00	5.89
TOTAL REVENUES		18,000.00	1,060.00	169.00	16,940.00	5.89
Expenditures						
Dept 7051 - PARKS & RECREATION						
2075-7051-752.0000	SUPPLIES	18,000.00	2,400.00	0.00	15,600.00	13.33
Total Dept 7051 - PARKS & RECREATION		18,000.00	2,400.00	0.00	15,600.00	13.33
TOTAL EXPENDITURES		18,000.00	2,400.00	0.00	15,600.00	13.33
Fund 2075 - MEMORIAL DAY RACE FUND:						
TOTAL REVENUES		18,000.00	1,060.00	169.00	16,940.00	5.89
TOTAL EXPENDITURES		18,000.00	2,400.00	0.00	15,600.00	13.33
NET OF REVENUES & EXPENDITURES		0.00	(1,340.00)	169.00	1,340.00	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON
PERIOD ENDING 03/31/2019
% Fiscal Year Completed: 75.07
*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2076 - VETERAN HONOR RUN FUND						
Revenues						
Dept 0000						
2076-0000-651.0000	RACE ADMISSION FEES	17,000.00	9,150.00	90.00	7,850.00	53.82
2076-0000-674.0000	DONATIONS	0.00	4,080.00	0.00	(4,080.00)	100.00
Total Dept 0000		17,000.00	13,230.00	90.00	3,770.00	77.82
TOTAL REVENUES		17,000.00	13,230.00	90.00	3,770.00	77.82
Expenditures						
Dept 7051 - PARKS & RECREATION						
2076-7051-752.0000	SUPPLIES	17,000.00	14,393.33	102.50	2,606.67	84.67
Total Dept 7051 - PARKS & RECREATION		17,000.00	14,393.33	102.50	2,606.67	84.67
TOTAL EXPENDITURES		17,000.00	14,393.33	102.50	2,606.67	84.67
Fund 2076 - VETERAN HONOR RUN FUND:						
TOTAL REVENUES		17,000.00	13,230.00	90.00	3,770.00	77.82
TOTAL EXPENDITURES		17,000.00	14,393.33	102.50	2,606.67	84.67
NET OF REVENUES & EXPENDITURES		0.00	(1,163.33)	(12.50)	1,163.33	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON
PERIOD ENDING 03/31/2019
% Fiscal Year Completed: 75.07
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GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2077 - BURTON MILE FUND						
Revenues						
Dept 0000						
2077-0000-651.0000	RACE ADMISSION FEES	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 0000		5,000.00	0.00	0.00	5,000.00	0.00
TOTAL REVENUES		5,000.00	0.00	0.00	5,000.00	0.00
Expenditures						
Dept 7051 - PARKS & RECREATION						
2077-7051-752.0000	SUPPLIES	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 7051 - PARKS & RECREATION		5,000.00	0.00	0.00	5,000.00	0.00
TOTAL EXPENDITURES		5,000.00	0.00	0.00	5,000.00	0.00
Fund 2077 - BURTON MILE FUND:						
TOTAL REVENUES		5,000.00	0.00	0.00	5,000.00	0.00
TOTAL EXPENDITURES		5,000.00	0.00	0.00	5,000.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON
PERIOD ENDING 03/31/2019
% Fiscal Year Completed: 75.07
*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 2078 - BURTON RACE SERIES FUND						
Revenues						
Dept 0000						
2078-0000-651.0000	RACE ADMISSION FEES	5,000.00	0.00	0.00	5,000.00	0.00
2078-0000-674.0000	DONATIONS	0.00	2,500.00	2,500.00	(2,500.00)	100.00
Total Dept 0000		5,000.00	2,500.00	2,500.00	2,500.00	50.00
TOTAL REVENUES		5,000.00	2,500.00	2,500.00	2,500.00	50.00
Expenditures						
Dept 7051 - PARKS & RECREATION						
2078-7051-752.0000	SUPPLIES	5,000.00	681.25	250.00	4,318.75	13.63
Total Dept 7051 - PARKS & RECREATION		5,000.00	681.25	250.00	4,318.75	13.63
TOTAL EXPENDITURES		5,000.00	681.25	250.00	4,318.75	13.63
Fund 2078 - BURTON RACE SERIES FUND:						
TOTAL REVENUES		5,000.00	2,500.00	2,500.00	2,500.00	50.00
TOTAL EXPENDITURES		5,000.00	681.25	250.00	4,318.75	13.63
NET OF REVENUES & EXPENDITURES		0.00	1,818.75	2,250.00	(1,818.75)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON
PERIOD ENDING 03/31/2019
% Fiscal Year Completed: 75.07
*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 4001 - CAPITAL IMPROVEMENT						
Revenues						
Dept 0000						
4001-0000-666.0000	INTEREST INCOME	100.00	19.75	0.00	80.25	19.75
4001-0000-691.5013	TRANSFER FROM DDA	3,000.00	0.00	0.00	3,000.00	0.00
Total Dept 0000		3,100.00	19.75	0.00	3,080.25	0.64
TOTAL REVENUES		3,100.00	19.75	0.00	3,080.25	0.64
Expenditures						
Dept 0000						
4001-0000-887.0000	CLERK/ELECTION EQUIPMENT	17,000.00	16,863.00	0.00	137.00	99.19
4001-0000-903.0000	LIBRARY EXPANSION	38,900.00	10,296.41	0.00	28,603.59	26.47
4001-0000-908.0000	DDA CORRIDOR IMPROVEMENTS	9,000.00	0.00	0.00	9,000.00	0.00
Total Dept 0000		64,900.00	27,159.41	0.00	37,740.59	41.85
TOTAL EXPENDITURES		64,900.00	27,159.41	0.00	37,740.59	41.85
Fund 4001 - CAPITAL IMPROVEMENT:						
TOTAL REVENUES		3,100.00	19.75	0.00	3,080.25	0.64
TOTAL EXPENDITURES		64,900.00	27,159.41	0.00	37,740.59	41.85
NET OF REVENUES & EXPENDITURES		(61,800.00)	(27,139.66)	0.00	(34,660.34)	43.92

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

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 4206 - FIRE CAPITAL PROJECTS FUND						
Revenues						
Dept 0000						
4206-0000-666.0000	INTEREST INCOME	500.00	729.79	0.00	(229.79)	145.96
4206-0000-691.2006	TRANSFER IN FROM FIRE DEPT.	50,000.00	0.00	0.00	50,000.00	0.00
Total Dept 0000		50,500.00	729.79	0.00	49,770.21	1.45
TOTAL REVENUES		50,500.00	729.79	0.00	49,770.21	1.45
Expenditures						
Dept 0000						
4206-0000-991.0000	PRINCIPAL ON FIRE TRUCK LOAN	17,900.00	17,895.85	0.00	4.15	99.98
4206-0000-995.0000	INTEREST ON FIRE TRUCK LOAN	21,400.00	21,360.08	0.00	39.92	99.81
Total Dept 0000		39,300.00	39,255.93	0.00	44.07	99.89
TOTAL EXPENDITURES		39,300.00	39,255.93	0.00	44.07	99.89
Fund 4206 - FIRE CAPITAL PROJECTS FUND:						
TOTAL REVENUES		50,500.00	729.79	0.00	49,770.21	1.45
TOTAL EXPENDITURES		39,300.00	39,255.93	0.00	44.07	99.89
NET OF REVENUES & EXPENDITURES		11,200.00	(38,526.14)	0.00	49,726.14	343.98

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

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 5090 - SEWER FUND						
Revenues						
Dept 0000						
5090-0000-610.0000	TAP IN FEES	200,000.00	177,934.74	12,014.98	22,065.26	88.97
5090-0000-611.0000	USAGE FEES	5,800,000.00	4,873,199.25	526,642.76	926,800.75	84.02
5090-0000-625.0000	INSPECTION FEES	4,500.00	6,092.96	475.00	(1,592.96)	135.40
5090-0000-631.0000	SERVICE CHARGES	100.00	25.00	0.00	75.00	25.00
5090-0000-649.0000	MATERIAL SALES	1,900.00	0.00	0.00	1,900.00	0.00
5090-0000-662.0000	PENALTIES	150,000.00	118,672.10	11,661.62	31,327.90	79.11
5090-0000-666.0000	INTEREST INCOME	70,000.00	72,549.00	0.00	(2,549.00)	103.64
5090-0000-666.2002	INTEREST DUE FROM MAJOR STREETS	19,400.00	0.00	0.00	19,400.00	0.00
5090-0000-666.4146	INTEREST DUE FROM AMY STREET	5,200.00	0.00	0.00	5,200.00	0.00
5090-0000-667.0000	TAP IN INTEREST	0.00	3,039.35	0.00	(3,039.35)	100.00
5090-0000-669.0000	INVESTMENT GAINS AND LOSSES	0.00	23,705.02	0.00	(23,705.02)	100.00
5090-0000-675.0000	REFUNDS & REBATES	3,000.00	0.00	0.00	3,000.00	0.00
5090-0000-678.0000	REIMBURSEMENT INCOME	1,000.00	0.00	0.00	1,000.00	0.00
5090-0000-694.0000	MISCELLANEOUS	1,000.00	250.00	0.00	750.00	25.00
Total Dept 0000		6,256,100.00	5,275,467.42	550,794.36	980,632.58	84.33
TOTAL REVENUES		6,256,100.00	5,275,467.42	550,794.36	980,632.58	84.33
Expenditures						
Dept 5090 - SEWER EXPENSES						
5090-5090-703.0000	ADMINISTRATION SALARIES	45,700.00	32,622.02	3,062.06	13,077.98	71.38
5090-5090-705.0000	SUPERVISION SALARIES	60,000.00	42,073.79	4,595.36	17,926.21	70.12
5090-5090-706.0000	SALARIES PERMANENT	171,600.00	100,178.38	13,992.57	71,421.62	58.38
5090-5090-706.2005	SALARIES PROJECT FUSION	5,000.00	2,657.06	61.80	2,342.94	53.14
5090-5090-708.0000	SHARED SALARIES	43,900.00	28,255.26	2,895.26	15,644.74	64.36
5090-5090-709.0000	OVERTIME	10,800.00	5,229.30	889.43	5,570.70	48.42
5090-5090-717.0000	RETIREMENT - MERS ACTIVE	22,400.00	9,260.17	906.91	13,139.83	41.34
5090-5090-718.0000	RETIREMENT - MERS RETIREES	110,700.00	74,615.19	7,238.91	36,084.81	67.40
5090-5090-719.0000	FRINGE BENEFITS	226,900.00	126,613.50	4,879.69	100,286.50	55.80
5090-5090-719.1000	OPEB EXPENSE	95,000.00	0.00	0.00	95,000.00	0.00
5090-5090-727.0000	OFFICE SUPPLIES	2,000.00	716.56	12.34	1,283.44	35.83
5090-5090-728.0000	INFORMATION TECH ALLOCATION	69,100.00	69,100.00	0.00	0.00	100.00
5090-5090-731.0000	POSTAGE	18,000.00	8,467.08	826.68	9,532.92	47.04
5090-5090-757.0000	OPERATING EXPENDITURES	26,700.00	14,630.45	835.83	12,069.55	54.80
5090-5090-789.0000	PIPE & FITTINGS	7,000.00	46.72	0.00	6,953.28	0.67
5090-5090-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	12,000.00	9,195.98	0.00	2,804.02	76.63
5090-5090-818.0000	CONTRACTUAL SERVICE	350,000.00	168,739.99	16,322.69	181,260.01	48.21
5090-5090-819.0000	BILL PRINTING/RETURN ENVELOPES	4,600.00	3,186.84	285.54	1,413.16	69.28
5090-5090-826.0000	LEGAL	2,000.00	0.00	0.00	2,000.00	0.00
5090-5090-828.0000	MEMBERSHIP & DUES	200.00	0.00	0.00	200.00	0.00
5090-5090-864.0000	TRAINING	5,000.00	907.26	79.44	4,092.74	18.15
5090-5090-875.0000	PENSION EXPENSE	365,000.00	0.00	0.00	365,000.00	0.00
5090-5090-920.1000	ERC LED PROGRAM	300.00	96.85	96.85	203.15	32.28
5090-5090-928.0000	TREATMENT EXPENSE	3,500,000.00	1,966,884.37	283,573.17	1,533,115.63	56.20
5090-5090-929.0000	PUMP STATION EXPENSE	35,000.00	21,527.49	3,146.58	13,472.51	61.51
5090-5090-934.0000	REPAIR & MAINTENANCE	100,000.00	7,632.29	0.00	92,367.71	7.63
5090-5090-935.0000	PROPERTY LIABILITY INSURANCE	20,000.00	16,619.27	675.55	3,380.73	83.10
5090-5090-943.0000	EQUIPMENT RENTAL	79,000.00	33,646.93	0.00	45,353.07	42.59
5090-5090-943.2005	EQUIPMENT RENTAL PROJECT FUSION	1,000.00	926.14	0.00	73.86	92.61
5090-5090-956.0000	MISCELLANEOUS EXPENSE	1,000.00	280.00	0.00	720.00	28.00
5090-5090-957.0020	SPECIAL ASSESSMENTS CITY OWNED TRANSFERS	23,000.00	14,790.67	0.00	8,209.33	64.31
5090-5090-968.0000	DEPRECIATION EXPENSE	667,500.00	0.00	0.00	667,500.00	0.00

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GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 5090 - SEWER FUND						
Expenditures						
5090-5090-995.2015	INTEREST ON SRF FINANCING	175,000.00	131,447.73	86,342.94	43,552.27	75.11
Total Dept 5090 - SEWER EXPENSES		6,255,400.00	2,890,347.29	430,719.60	3,365,052.71	46.21
TOTAL EXPENDITURES		6,255,400.00	2,890,347.29	430,719.60	3,365,052.71	46.21
Fund 5090 - SEWER FUND:						
TOTAL REVENUES		6,256,100.00	5,275,467.42	550,794.36	980,632.58	84.33
TOTAL EXPENDITURES		6,255,400.00	2,890,347.29	430,719.60	3,365,052.71	46.21
NET OF REVENUES & EXPENDITURES		700.00	2,385,120.13	120,074.76	(2,384,420.13)	:0,731.45

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON
PERIOD ENDING 03/31/2019
% Fiscal Year Completed: 75.07
*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 5091 - WATER DEPARTMENT						
Revenues						
Dept 0000						
5091-0000-539.2019	DWRF #5 GRANT REVENUE	430,000.00	429,957.96	0.00	42.04	99.99
5091-0000-610.0000	CITY TAP-IN FEES	160,000.00	133,396.10	8,875.00	26,603.90	83.37
5091-0000-610.0625	FRONT FOOT FEE REVENUE	4,000.00	4,108.47	0.00	(108.47)	102.71
5091-0000-611.0000	USAGE FEES	5,700,000.00	4,856,499.42	550,407.57	843,500.58	85.20
5091-0000-625.0000	INSPECTION & APPROVAL FEES	55,000.00	59,897.93	4,265.00	(4,897.93)	108.91
5091-0000-631.0000	SERVICE CHARGES	55,000.00	42,955.06	4,180.52	12,044.94	78.10
5091-0000-632.0000	WATER TURN ON/SHUT OFF REVENUE	45,000.00	42,733.73	5,840.00	2,266.27	94.96
5091-0000-649.0000	MATERIAL, REPAIRS & MAINTENANCE	35,000.00	60,518.15	1,828.81	(25,518.15)	172.91
5091-0000-661.0000	LATE CHARGES	105,000.00	92,765.79	7,971.66	12,234.21	88.35
5091-0000-666.0000	INTEREST INCOME	10,300.00	5,182.93	0.00	5,117.07	50.32
5091-0000-667.0000	TAP IN INTEREST	800.00	401.86	0.00	398.14	50.23
5091-0000-675.0000	REFUNDS & REBATES	2,000.00	0.00	0.00	2,000.00	0.00
5091-0000-678.0000	REIMBURSEMENT INCOME	2,000.00	9,894.36	5,653.92	(7,894.36)	494.72
5091-0000-694.0000	MISCELLANEOUS	1,400.00	1,787.92	0.00	(387.92)	127.71
5091-0000-694.0002	FIRE HYDRANT METER DEPOSIT REVENUE	4,000.00	2,000.00	1,000.00	2,000.00	50.00
Total Dept 0000		6,609,500.00	5,742,099.68	590,022.48	867,400.32	86.88
TOTAL REVENUES		6,609,500.00	5,742,099.68	590,022.48	867,400.32	86.88
Expenditures						
Dept 5091 - WATER EXPENSES						
5091-5091-703.0000	ADMINISTRATION SALARIES	30,400.00	21,748.47	2,041.42	8,651.53	71.54
5091-5091-705.0000	SUPERVISION SALARIES	60,000.00	42,189.69	4,557.90	17,810.31	70.32
5091-5091-706.0000	SALARIES PERMANENT	316,000.00	178,907.41	18,362.28	137,092.59	56.62
5091-5091-706.2005	SALARIES PROJECT FUSION	4,000.00	3,667.21	142.23	332.79	91.68
5091-5091-708.0000	SHARED SALARIES	45,700.00	29,117.46	3,026.31	16,582.54	63.71
5091-5091-709.0000	OVERTIME	35,000.00	9,218.32	1,226.15	25,781.68	26.34
5091-5091-717.0000	RETIREMENT - MERS ACTIVE	28,500.00	7,442.01	729.13	21,057.99	26.11
5091-5091-718.0000	RETIREMENT - MERS RETIREES	120,800.00	72,761.10	6,801.79	48,038.90	60.23
5091-5091-719.0000	FRINGE BENEFITS	226,400.00	144,093.24	5,133.07	82,306.76	63.65
5091-5091-719.1000	OPEB EXPENSE	100,000.00	0.00	0.00	100,000.00	0.00
5091-5091-727.0000	OFFICE SUPPLIES	1,500.00	641.63	12.34	858.37	42.78
5091-5091-728.0000	INFORMATION TECH ALLOCATION	50,200.00	50,200.00	0.00	0.00	100.00
5091-5091-731.0000	POSTAGE	13,000.00	10,176.87	826.69	2,823.13	78.28
5091-5091-757.0000	OPERATING EXPENDITURES	28,000.00	18,056.99	(34.51)	9,943.01	64.49
5091-5091-776.0000	REPAIR & MAINTENANCE	45,000.00	15,222.15	230.86	29,777.85	33.83
5091-5091-782.0000	SAND & GRAVEL	1,800.00	226.26	0.00	1,573.74	12.57
5091-5091-789.0000	PIPE & FITTING	130,000.00	84,241.99	0.00	45,758.01	64.80
5091-5091-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	10,300.00	10,250.65	0.00	49.35	99.52
5091-5091-814.0000	BILLING CHARGES	5,000.00	3,186.86	285.55	1,813.14	63.74
5091-5091-816.0000	CHARGES	3,738,000.00	2,509,649.16	319,965.30	1,228,350.84	67.14
5091-5091-818.0000	CONTRACTUAL SERVICE	150,000.00	91,204.42	5,837.23	58,795.58	60.80
5091-5091-818.1000	CONTRACTUAL - WATER TESTING	15,000.00	9,813.00	980.00	5,187.00	65.42
5091-5091-826.0000	LEGAL	500.00	0.00	0.00	500.00	0.00
5091-5091-828.0000	DUES & MEMBERSHIPS	1,100.00	1,015.00	0.00	85.00	92.27
5091-5091-864.0000	TRAINING	6,000.00	2,174.38	52.96	3,825.62	36.24
5091-5091-875.0000	PENSION EXPENSE	200,000.00	0.00	0.00	200,000.00	0.00
5091-5091-910.0000	INSURANCE	23,000.00	15,329.74	0.00	7,670.26	66.65
5091-5091-920.0000	UTILITIES	9,700.00	5,830.72	703.09	3,869.28	60.11
5091-5091-920.1000	ERC LED PROGRAM	300.00	94.97	94.97	205.03	31.66
5091-5091-943.0000	EQUIPMENT RENTAL	123,000.00	53,113.22	0.00	69,886.78	43.18
5091-5091-943.2005	EQUIPMENT RENTAL PROJECT FUSION	2,000.00	985.26	0.00	1,014.74	49.26

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON
PERIOD ENDING 03/31/2019
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*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 5091 - WATER DEPARTMENT						
Expenditures						
5091-5091-956.0000	MISCELLANEOUS	1,000.00	280.00	0.00	720.00	28.00
5091-5091-956.0001	BAD DEBT EXPENDITURE	6,000.00	0.00	0.00	6,000.00	0.00
5091-5091-956.0002	FIRE HYDRANT METER REFUNDS	3,000.00	1,525.00	0.00	1,475.00	50.83
5091-5091-957.0020	SPECIAL ASSESSMENTS CITY OWNED TRANSFERS	18,000.00	10,934.25	0.00	7,065.75	60.75
5091-5091-968.0000	DEPRECIATION EXPENSE	660,000.00	0.00	0.00	660,000.00	0.00
5091-5091-970.0500	STORZ HYDRANT COUPLINGS	10,000.00	0.00	0.00	10,000.00	0.00
5091-5091-995.2011	INTEREST 2011 FENTON RD PROJ	8,300.00	6,177.31	0.00	2,122.69	74.43
5091-5091-995.2012	INTEREST ON DWRF #1 FINANCING	128,300.00	95,564.30	62,548.65	32,735.70	74.49
5091-5091-995.2016	INTEREST ON DWRF #2 FINANCING	89,700.00	66,875.50	43,812.50	22,824.50	74.55
5091-5091-995.2017	INTEREST ON DWRF #3 FINANCING	82,200.00	62,087.36	41,188.08	20,112.64	75.53
5091-5091-995.2018	INTEREST ON DWRF #4 FINANCING	82,000.00	55,371.23	36,709.74	26,628.77	67.53
5091-5091-995.2019	INTEREST ON DWRF #5 FINANCING	50,000.00	9,248.58	9,248.58	40,751.42	18.50
5091-5091-995.7860	2011 REVENUE REFUNDING BOND INTEREST	5,000.00	2,521.00	0.00	2,479.00	50.42
5091-5091-999.2011	ADMIN FEE 2011 FENTON RD PROJ	100.00	50.00	0.00	50.00	50.00
5091-5091-999.7095	2011 WATER REFUNDING BOND EXPENDITURES	250.00	0.00	0.00	250.00	0.00
Total Dept 5091 - WATER EXPENSES		6,664,050.00	3,701,192.71	564,482.31	2,962,857.29	55.54
TOTAL EXPENDITURES		6,664,050.00	3,701,192.71	564,482.31	2,962,857.29	55.54
Fund 5091 - WATER DEPARTMENT:						
TOTAL REVENUES		6,609,500.00	5,742,099.68	590,022.48	867,400.32	86.88
TOTAL EXPENDITURES		6,664,050.00	3,701,192.71	564,482.31	2,962,857.29	55.54
NET OF REVENUES & EXPENDITURES		(54,550.00)	2,040,906.97	25,540.17	(2,095,456.97)	3,741.35

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REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON
PERIOD ENDING 03/31/2019
% Fiscal Year Completed: 75.07
*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 6036 - INFORMATION TECHNOLOGY FUND						
Revenues						
Dept 0000						
6036-0000-666.0000	INTEREST INCOME	1,000.00	0.00	0.00	1,000.00	0.00
6036-0000-669.0680	TECH CHARGES - LOCAL STREET	3,200.00	3,200.00	0.00	0.00	100.00
6036-0000-669.0681	TECH CHARGES - MAJOR STREET	3,200.00	3,200.00	0.00	0.00	100.00
6036-0000-669.0682	TECH CHARGES - SEWER	69,100.00	69,100.00	0.00	0.00	100.00
6036-0000-669.0683	TECH CHARGES - WATER	50,200.00	50,200.00	0.00	0.00	100.00
6036-0000-669.0684	TECH CHARGES - GENERAL FUND (ALL DEPTS)	186,100.00	186,100.00	0.00	0.00	100.00
6036-0000-669.0685	TECH CHARGES - MOTOR POOL	18,900.00	18,900.00	0.00	0.00	100.00
6036-0000-669.0686	TECH CHARGES - POLICE	75,200.00	75,200.00	0.00	0.00	100.00
6036-0000-669.0687	TECH CHARGES - FIRE	32,200.00	32,200.00	0.00	0.00	100.00
6036-0000-669.0689	TECH CHARGES - BUILDING	12,700.00	12,700.00	0.00	0.00	100.00
6036-0000-669.0690	TECH CHARGES-SENIOR CITIZEN	6,300.00	6,300.00	0.00	0.00	100.00
6036-0000-675.0000	REFUNDS & REBATES	100.00	0.00	0.00	100.00	0.00
Total Dept 0000		458,200.00	457,100.00	0.00	1,100.00	99.76
TOTAL REVENUES		458,200.00	457,100.00	0.00	1,100.00	99.76
Expenditures						
Dept 6036 - INFO TECH EXPENSES						
6036-6036-703.0000	ADMINISTRATIVE SALARY	71,800.00	52,395.94	5,515.36	19,404.06	72.97
6036-6036-706.0000	SALARIES PERMANENT	10,800.00	7,660.62	828.04	3,139.38	70.93
6036-6036-709.0000	OVERTIME	200.00	107.43	0.00	92.57	53.72
6036-6036-717.0000	RETIREMENT - MERS ACTIVE	12,000.00	8,692.50	915.00	3,307.50	72.44
6036-6036-718.0000	RETIREMENT - MERS RETIREES	37,100.00	27,040.18	2,847.56	10,059.82	72.88
6036-6036-719.0000	FRINGE BENEFITS	35,200.00	23,854.68	961.21	11,345.32	67.77
6036-6036-727.0000	OFFICE SUPPLIES	8,000.00	2,005.31	0.00	5,994.69	25.07
6036-6036-757.0000	OPERATING EXPENDITURES	1,500.00	119.70	0.00	1,380.30	7.98
6036-6036-818.0000	CONTRACTUAL SERVICES	207,000.00	141,917.87	8,250.92	65,082.13	68.56
6036-6036-818.6036	INFORMATION TECHNOLOGY LEASE	76,700.00	40,761.95	5,644.38	35,938.05	53.14
6036-6036-828.0000	MEMBERSHIP & DUES	300.00	0.00	0.00	300.00	0.00
6036-6036-864.0000	TRAINING	3,000.00	0.00	0.00	3,000.00	0.00
6036-6036-934.0000	EQUIPMENT REPAIRS	3,000.00	1,009.05	0.00	1,990.95	33.64
6036-6036-956.0000	MISCELLANEOUS	100.00	10.91	0.00	89.09	10.91
6036-6036-984.0000	OFFICE EQUIPMENT	2,500.00	1,313.69	493.73	1,186.31	52.55
Total Dept 6036 - INFO TECH EXPENSES		469,200.00	306,889.83	25,456.20	162,310.17	65.41
TOTAL EXPENDITURES		469,200.00	306,889.83	25,456.20	162,310.17	65.41
Fund 6036 - INFORMATION TECHNOLOGY FUND:						
TOTAL REVENUES		458,200.00	457,100.00	0.00	1,100.00	99.76
TOTAL EXPENDITURES		469,200.00	306,889.83	25,456.20	162,310.17	65.41
NET OF REVENUES & EXPENDITURES		(11,000.00)	150,210.17	(25,456.20)	(161,210.17)	1,365.55

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

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 6061 - MOTOR POOL						
Revenues						
Dept 0000						
6061-0000-650.0606	MATERIAL SALES - CULVERTS	5,000.00	885.32	0.00	4,114.68	17.71
6061-0000-650.0607	MATERIAL SALES - TRAFFIC SIGNS	15,000.00	8,283.94	0.00	6,716.06	55.23
6061-0000-650.0608	MATERIAL SALES - SALT	165,000.00	118,796.20	0.00	46,203.80	72.00
6061-0000-650.0609	MATERIAL SALES - GRAVEL	50,000.00	12,578.00	0.00	37,422.00	25.16
6061-0000-650.0610	SALE OF GAS	45,000.00	15,102.07	1,875.81	29,897.93	33.56
6061-0000-650.0670	SALE OF SCRAP	1,000.00	632.80	0.00	367.20	63.28
6061-0000-666.0000	INTEREST INCOME	3,600.00	0.00	0.00	3,600.00	0.00
6061-0000-669.0680	LOCAL ST EQUIPMENT RENTAL	200,000.00	100,512.81	0.00	99,487.19	50.26
6061-0000-669.0681	MAJOR ST EQUIPMENT RENTAL	300,000.00	166,886.33	0.00	133,113.67	55.63
6061-0000-669.0682	SEWER EQUIPMENT RENTAL	80,000.00	34,573.07	0.00	45,426.93	43.22
6061-0000-669.0683	WATER EQUIPMENT RENTAL	140,000.00	67,738.20	0.00	72,261.80	48.38
6061-0000-669.0684	GEN FUND EQUIPMENT RENTAL	35,000.00	23,208.12	0.00	11,791.88	66.31
6061-0000-669.0685	GEN FUND EQUPMENT REPAIR	20,000.00	11,182.98	0.00	8,817.02	55.91
6061-0000-669.0686	POLICE EQUIPMENT RENTAL	9,000.00	3,716.45	0.00	5,283.55	41.29
6061-0000-669.0689	BUILDING EQUIPMENT RENTAL	18,000.00	11,017.87	0.00	6,982.13	61.21
6061-0000-669.0690	SENIOR CITIZEN EQUIPMENT RENTAL	28,000.00	5,873.30	0.00	22,126.70	20.98
6061-0000-669.0691	FIRE EQUIPMENT RENTAL	12,000.00	4,432.21	0.00	7,567.79	36.94
6061-0000-669.0693	DDA EQUIPMENT RENTAL	3,000.00	2,486.65	0.00	513.35	82.89
6061-0000-673.0000	SALE OF ASSETS	20,000.00	49,583.00	0.00	(29,583.00)	247.92
6061-0000-675.0000	REFUNDS & REBATES	9,000.00	0.00	0.00	9,000.00	0.00
6061-0000-678.0000	REIMBURSEMENT INCOME	4,000.00	1,290.08	0.00	2,709.92	32.25
Total Dept 0000		1,162,600.00	638,779.40	1,875.81	523,820.60	54.94
TOTAL REVENUES		1,162,600.00	638,779.40	1,875.81	523,820.60	54.94
Expenditures						
Dept 6061 - MOTOR POOL EXPENSES						
6061-6061-706.0000	SALARIES PERMANENT	86,900.00	61,968.75	6,855.56	24,931.25	71.31
6061-6061-706.7007	EQUIPMENT MAINTENANCE	7,000.00	6,252.43	863.18	747.57	89.32
6061-6061-708.0000	SHARED SALARIES	6,800.00	4,830.39	526.30	1,969.61	71.04
6061-6061-709.0000	OVERTIME	6,000.00	2,432.03	412.97	3,567.97	40.53
6061-6061-717.0000	RETIREMENT - MERS ACTIVE	2,800.00	491.51	50.44	2,308.49	17.55
6061-6061-718.0000	RETIREMENT - MERS RETIREES	14,000.00	5,300.16	254.37	8,699.84	37.86
6061-6061-719.0000	FRINGE BENEFITS	70,700.00	36,197.10	1,272.07	34,502.90	51.20
6061-6061-728.0000	INFORMATION TECH ALLOCATION	18,900.00	18,900.00	0.00	0.00	100.00
6061-6061-746.7006	CULVERTS	5,000.00	885.32	0.00	4,114.68	17.71
6061-6061-747.7009	GRAVEL	50,000.00	12,578.00	0.00	37,422.00	25.16
6061-6061-748.7008	SALT	165,000.00	118,796.20	0.00	46,203.80	72.00
6061-6061-749.7007	TRAFFIC SIGNS	15,000.00	8,283.94	0.00	6,716.06	55.23
6061-6061-757.0000	OPERATING EXPENDITURES	50,000.00	21,099.57	1,044.18	28,900.43	42.20
6061-6061-776.0000	BLDG MAINT/SUPPL/JANITORIAL	20,000.00	15,198.18	2,163.15	4,801.82	75.99
6061-6061-808.0000	AUDIT & OTHER PROFESSIONAL SERVICES	5,000.00	3,831.67	0.00	1,168.33	76.63
6061-6061-818.0000	CONTRACTUAL SERVICE	1,000.00	301.39	76.50	698.61	30.14
6061-6061-864.0000	TRAINING	3,000.00	514.49	80.97	2,485.51	17.15
6061-6061-867.0000	GAS & OIL	100,000.00	59,315.63	644.47	40,684.37	59.32
6061-6061-910.0000	VEHICLE INSURANCE	50,000.00	41,318.13	0.00	8,681.87	82.64
6061-6061-910.7020	BUILDING INSURANCE	6,000.00	5,226.15	0.00	773.85	87.10
6061-6061-920.0000	UTILITIES	11,200.00	10,280.29	0.00	919.71	91.79
6061-6061-920.1000	ERC LED PROGRAM	800.00	262.01	262.01	537.99	32.75
6061-6061-934.0000	EQUIPMENT REPAIRS	175,000.00	27,980.23	3,169.56	147,019.77	15.99
6061-6061-958.0000	FREIGHT	1,000.00	0.00	0.00	1,000.00	0.00
6061-6061-968.0000	DEPRECIATION EXPENSE	406,000.00	0.00	0.00	406,000.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON
PERIOD ENDING 03/31/2019
% Fiscal Year Completed: 75.07
*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2019 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 6061 - MOTOR POOL						
Expenditures						
6061-6061-978.0000	TOOLS & EQUIPMENT	8,000.00	4,922.31	1,205.46	3,077.69	61.53
6061-6061-979.0000	SMALL PARTS & TOOLS	800.00	793.55	81.08	6.45	99.19
6061-6061-983.0000	LEASE EXPENSE-BUILDING	17,600.00	540.10	0.00	17,059.90	3.07
6061-6061-983.1000	LEASE EXPENSE-EQUIPMENT	21,300.00	21,260.28	0.00	39.72	99.81
Total Dept 6061 - MOTOR POOL EXPENSES		1,324,800.00	489,759.81	18,962.27	835,040.19	36.97
TOTAL EXPENDITURES		1,324,800.00	489,759.81	18,962.27	835,040.19	36.97
Fund 6061 - MOTOR POOL:						
TOTAL REVENUES		1,162,600.00	638,779.40	1,875.81	523,820.60	54.94
TOTAL EXPENDITURES		1,324,800.00	489,759.81	18,962.27	835,040.19	36.97
NET OF REVENUES & EXPENDITURES		(162,200.00)	149,019.59	(17,086.46)	(311,219.59)	91.87
TOTAL REVENUES - ALL FUNDS		37,063,474.00	31,087,717.00	2,187,896.32	5,975,757.00	83.88
TOTAL EXPENDITURES - ALL FUNDS		37,795,213.00	22,878,625.63	1,977,761.80	14,916,587.37	60.53
NET OF REVENUES & EXPENDITURES		(731,739.00)	8,209,091.37	210,134.52	(8,940,830.37)	1,121.86

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

SCHEDULED

Meeting: 04/15/19 07:00 PM
Department: Treasurer Office
Category: Report
Prepared By: Alice Bryce
Department Head: Alice Bryce

AGENDA ITEM (ID # 4325)

DOC ID: 4325

April 2019 Investment Report

ATTACHMENTS:

- April 2019 Investment Report (PDF)

CITY OF BURTON
POOLED CASH INVESTMENT REPORT

REPORT DATE: 04/03/19

AGENT	COMM PAPER 1	COMM PAPER 2	SPLIT RATING	CERT DEPOSIT	MONEY MKT	TREASURY BILLS
CHASE	$0.00	$0.00	$0.00	$0.00	$1,097,654.00	$0.00
COMERICA	$4,903,221.62	$0.00	$0.00	$1,750,000.00	$0.00	$1,300,000.00
CUTWATER	$0.00	$0.00	$0.00	$0.00	$6,806,044.62	$0.00
ELGA CREDIT UNION	$0.00	$0.00	$0.00	$0.00	$3,788,183.07	$0.00
FLAGSTAR	$0.00	$0.00	$0.00	$261,949.57	$524,812.60	$0.00
FRANKENMUTH CREDIT U	$0.00	$0.00	$0.00	$420,686.25	$0.00	$0.00
HUNTINGTON BANK	$0.00	$0.00	$0.00	$0.00	$1,534,328.00	$0.00
MULTI BANK SECURITIES	$1,955,600.00	$0.00	$0.00	$1,430,000.00	$0.00	$1,500,000.00
TOTALS:	$6,858,821.62	$0.00	$0.00	$3,862,635.82	$13,751,022.29	$2,800,000.00

GRAND TOTAL: $27,272,479.73

50% RULE (NON COMM PAPER - COMM PAPER) : $13,554,836.49

AVERAGE INTEREST : 2.0471

REPORT DATE: 04/03/19

Purchase Amount		Institution Name	Agent	Rate	Days	Date Pur.	Date Due	Interest Due	Daily Int.	CUSIP
$1,475,193.35	M-3	ELGA C/U Water	ELGA - M	0.7	90	01/04/19	04/04/19	$2,581.59	$28.68	
$524,812.60	M-3	Flagstar - Pooled	FLAG - M	1.24	90	01/04/19	04/04/19	$1,626.92	$18.08	
$1,152,574.21	M-3	Huntington Earnings Credit	HUNT - M	0.45	90	01/04/19	04/04/19	$1,296.65	$14.41	
$381,753.79	M-3	Huntington SP Assessment	HUNT - M	0.45	90	01/04/19	04/04/19	$429.47	$4.77	
$1,097,654.00	M-3	Chase Earnings Credit	CHS - MM	0.3	90	01/04/19	04/04/19	$823.24	$9.15	
$2,568,044.36	M-3	MI CLASS - Sewer Savings	CUT - MM	2.55	90	01/04/19	04/04/19	$16,371.28	$181.90	
$114,143.73	M-3	MI CLASS - Fire Cap Projects	CUT - MM	2.55	90	01/04/19	04/04/19	$727.67	$8.09	
$4,123,856.53	M-3	MI CLASS - Pooled	CUT - MM	2.55	90	01/04/19	04/04/19	$26,289.59	$292.11	
$2,312,989.72	M-3	ELGA C/U Sewer	ELGA - M	0.7	90	01/04/19	04/04/19	$4,047.73	$44.97	
$500,000.00	M-1	FNMA 6yr Call 8497	MBS - TB	1.3	2191	05/20/13	05/20/19	$39,559.72	$18.06	3136G1LC1
$483,445.46	O-3	ING Funding CP	CO - 1	2.25932	266	08/27/18	05/20/19	$8,207.60	$30.86	4497W1SL1
$491,129.50	O-3	ING Funding LLC - Pooled	CO - 1	2.37426	269	09/07/18	06/03/19	$8,870.50	$32.98	4497W1T30
$491,225.00	O-3	Toyota Motor Credit Corp - Po	CO - 1	2.34	270	09/07/18	06/04/19	$8,775.00	$32.50	89233HT46
$491,136.67	O-3	JP Morgan Securities - Poole	CO - 1	2.37234	269	09/18/18	06/14/19	$8,863.33	$32.95	46640QTE1
$493,509.17	O-3	JP Morgan Securities - SWR	CO - 1	2.58199	181	12/21/18	06/20/19	$6,490.83	$35.86	46640QTL5
$250,000.00	M-1	Freddie Mac 3yr - Pooled	MBS - TB	1.068	1095	06/28/16	06/28/19	$8,121.25	$7.42	3134G9US4
$490,752.21	O-3	Toyota Motor Credit - Pooled	CO - 1	2.48448	268	10/24/18	07/19/19	$9,247.79	$34.51	89233HUK8
$490,660.00	O-3	Credit Suisse NY - Pooled	CO - 1	2.52812	266	10/26/18	07/19/19	$9,340.00	$35.11	2254EBUK5
$490,600.00	O-3	Toyota Motor Corp - Pooled	CO - 1	2.50667	270	10/26/18	07/23/19	$9,400.00	$34.81	89233HUP7
$490,038.33	O-3	JP Morgan Securities - Poole	CO - 1	2.69639	266	12/21/18	09/13/19	$9,961.67	$37.45	46640QWD9
$1,955,600.00	O-3	NATIXIS - Pooled	MBS - 1	2.96	270	12/21/18	09/17/19	$44,400.00	$164.44	63873KWH6
$490,725.28	O-3	BANCO SANTANDER - POO	CO - 1	2.51045	266	01/18/19	10/11/19	$9,274.72	$34.87	05971SXB3
$261,949.57	M-1	Flagstar - Local Street	FLAG - C	1.6	730	12/11/17	12/11/19	$8,498.81	$11.64	
$500,000.00	M-1	FHLN 3yr Step - Pooled	CO - TB	1.5	1095	12/30/16	12/30/19	$22,812.50	$20.83	3134GAA95
$250,000.00	M-1	FHLN 2.5 Yr - Sewer	CO - TB	1.5	914	08/28/17	02/28/20	$9,520.83	$10.42	3134G95B9
$1,500,000.00	M-1	JP Morgan Chase - Pooled	CO - CD	2.5	731	07/31/18	07/31/20	$76,145.83	$104.17	48128FLB6
$250,000.00	M-1	FHL 15yr Call Step SWR	CO - TB	1.75	1459	08/30/16	08/28/20	$17,730.90	$12.15	3130A8Z22

REPORT DATE: 04/03/19

Purchase Amount		Institution Name	Agent	Rate	Days	Date Pur.	Date Due	Interest Due	Daily Int.	CUSIP
$420,686.25	M-1	FRANKENMUTH C/U SEWE	FCU - CD	2.47	1096	03/12/18	03/12/21	$31,634.67	$28.86	
$250,000.00	M-1	Wells Fargo 5yr Pool	MBS - CD	1.75	1826	06/17/16	06/17/21	$22,190.97	$12.15	9497485W3
$340,000.00	M-1	Chase SWR - Call	MBS - CD	1.45	1826	07/15/16	07/15/21	$25,006.06	$13.69	48125Y5N0
$250,000.00	M-1	FHLB 5Yr Step - Pooled	MBS - TB	1.65	2010	05/10/16	11/10/21	$23,031.25	$11.46	3130A7VA0
$500,000.00	M-1	FNMA 15Yr Step Pool	MBS - TB	2.5	2189	03/30/16	03/28/22	$76,006.94	$34.72	3136G3FG5
$340,000.00	M-1	JP MORGAN CHASE - SWR	MBS - CD	3.4	1456	02/08/19	02/03/23	$46,753.78	$32.11	48128HBX5
$300,000.00	M-1	FHLB 5 yr Step - Pooled	CO - TB	2.5	1826	04/27/18	04/27/23	$38,041.67	$20.83	3130ADZA3
$250,000.00	M-1	WELLS FARGO BK - SWR	MBS - CD	3.5	1834	12/20/18	12/28/23	$44,576.39	$24.31	949763WAO
$250,000.00	M-3	Wells Fargo - Pooled	MBS - CD	3.1	1825	02/13/19	02/12/24	$39,288.19	$21.53	949763XQ4
$250,000.00	M-1	Wells Fargo - Pooled	CO - CD	3.1	1826	02/13/19	02/13/24	$39,309.72	$21.53	949763XQ4
$27,272,479.73								$755,255.06	$1,514.38	

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

SCHEDULED

Meeting: 04/15/19 07:00 PM
Department: Clerk's Office
Category: FYI
Prepared By: Bette Bigsby
Department Head: Bette Bigsby

INFORMATION ITEM (ID # 4337)

DOC ID: 4337

Credit Card statement

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

SCHEDULED

Meeting: 04/15/19 07:00 PM
Department: Clerk's Office
Category: FYI
Prepared By: Bette Bigsby
Department Head: Bette Bigsby

INFORMATION ITEM (ID # 4340)

DOC ID: 4340

Proposed Budget Hearing Dates for the 2019-2020 fiscal year budget.

ATTACHMENTS:

- Budget Hearing Dates (PDF)

	2019 Budget Workshops	
Date	**Subjects**	**Administrators to Attend**
6-May	Administrative Overview of Proposed Budget	Mayor
	5 Year Forecasts, Health Care	Chief of Staff
	MERS, Supplimental Information	Controller
		HR Director and Benefits Representative
21-May	**Police Department**	Police Chief
	Fire Department	Fire Chief, Asst. Fire Chief
	Related Capital Improvements (PD & FD)	Mayor, Chief of Staff, Controller
29-May	**DPW Funds**	DPW Director
	Major Roads	DPW Deputy Director
	Local Roads	Mayor, Chief of Staff
	Motor Pool	Controller
	Related Capital Improvements (Roads & Motor Pool)	Roads Superintendent
4-Jun	**DPW Funds**	DPW Director
	Water	DPW Deputy Director
	Sewer	Mayor, Chief of Staff
	Building Department	Controller
	Related Capital Improvements (Water & Sewer)	Water Sewer Superintendent
	Governmental Building needs (Roofs, parking lots, etc)	
5-Jun	**General Funds Departments**	Mayor, Chief of Staff
		Controller
		All General Fund Dept Heads
6-Jun	**Senior Center & Libraries**	Mayor, Chief of Staff
	IT	Controller
	Rubbish	Sr. Citizen Director
	Related Capital Improvements	IT Director
	Park and Rec and Race Events	Park & Rec Director
	Wrap UP	
13-Jun	**Wrap UP if needed**	
17-Jun	**Deadline to approve budget**	

Attachment: Budget Hearing Dates (4340 : Proposed Budget Hearing Dates)

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

ADOPTED

Meeting: 04/15/19 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Bette Bigsby
Department Head: Bette Bigsby

J.1

AGENDA ITEM (ID # 4321)

DOC ID: 4321

Approve and authorize the Attorney Billing (Doyle) 3/27/2019 to 4/09/2019 in the amount $6,642.55.

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

ADOPTED

Meeting: 04/15/19 07:00 PM
Department: Mayor's Office
Category: Attorney Billing
Prepared By: Sue Warren
Department Head: Paula Zelenko

AGENDA ITEM (ID # 4338)

DOC ID: 4338

Approve and authorize the payment of Attorney Billing (Masud) March 5, 2019 - March 29, 2019 in the amount $1,115.50.

Approve and authorize the request for Solicitation License for Chad Prieur, TruGreen Lawn Care, 6272 Taylor Drive. Flint, MI 48507.

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

ADOPTED

Meeting: 04/15/19 07:00 PM
Department: Department of Public Works
Category: Contract Amendment
Prepared By: Robert Slattery
Department Head: Robert Slattery

AGENDA ITEM (ID # 4319)

DOC ID: 4319

Approve and authorize the Mayor and City Clerk to execute an Advance Construct Contract with the Michigan Department of Transportation for hot mix asphalt cold milling and resurfacing work, including aggregate base, pavement repair, miscellaneous concrete curb and gutter, and concrete sidewalk ramp installation work; and all together with necessary related work along Center Road from Davison Road northerly to Dolphaine Street in the City of Burton, Genesee County (DPW project No. 18-006-P), MDOT Control Section EDFC 25000, Job number 130633CON, Federal Project Number 1900(578) at an estimated total cost of $2,251,700, of which the City of Burton's final cost will be approximately $417,200.

ATTACHMENTS:

- MoE - MDOT Contract - Center Road Davison-Dolphaine Construction (DOC)
- MDOT Blue Corner Contract - Advance Construct - Center Road - Davison-Dolphaine (PDF)
- Resolution - Adoption of MDOT Contract for Center Road Davison to Dolphaine - Construction (DOCX)

INTEROFFICE MEMORANDUM

To: Paula Zelenko, Mayor
From: Robert Slattery – DPW Director
Date: April 9, 2019

Re: Re: Memo of Explanation for Agenda ID # 4319
MDOT Contract for Rehabilitation of Center Road from Davison to Dolphaine
Regular Council Meeting of April 15, 2019

Madam Mayor:

AGENDA LANGUAGE:
Approve and authorize the Mayor and City Clerk to execute an Advance Construct Contract with the Michigan Department of Transportation for hot mix asphalt cold milling and resurfacing work, including aggregate base, pavement repair, miscellaneous concrete curb and gutter, and concrete sidewalk ramp installation work; and all together with necessary related work along Center Road from Davison Road northerly to Dolphaine Street in the City of Burton, Genesee County (DPW project No. 18-006-P), MDOT Control Section EDFC 25000, Job number 130633CON, Federal Project Number 1900(578) at an estimated total cost of $2,251,700, of which the City of Burton's final cost will be approximately $417,200.

The construction plans and specifications for Center Road have been completed and a letting date has been scheduled. Prior to the state executing a contract for construction on our behalf, MDOT’s financial operations require that we approve and execute a contract with MDOT, and reserve the estimated local share of the proposed construction costs. The sole purpose of this contract is to enable the City of Burton to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the U.S. Code.

City Council has previously committed to providing Local Match totaling $217,000 for the construction phase of this project.

(ADVANCE CONSTRUCTION CONTRACT)
TED (C)
FED

	CAB
Control Section	EDCF 25000
Job Number	130633CON
Project	1900(578)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	19-5170

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of ________________________, 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 following improvements, in the City of Burton, Michigan hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 26, 2019, attached hereto and made a part hereof:

PART A – FEDERAL AND STATE PARTICIPATION
Hot mix asphalt cold milling and resurfacing work along Center Road from Davison Road to Dolphaine Lane; including aggregate base, pavement repair, miscellaneous concrete curb and gutter, and concrete sidewalk ramp installation work; and all together with necessary related work.

PART B – NO FEDERAL OR STATE PARTICIPATION
Drainage structure cleaning and audio-visual survey recording work within the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

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

WHEREAS, the PROJECT will be performed as an advance construction project; and

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS", pursuant to PA 234 of the Public Acts of 1987, MCL 247.660; and

WHEREAS, it was determined that the PROJECT as described by this contract qualifies for funding pursuant to PA 231, Section 11(3)(c); Public Act of 1987 and categorized as:

C FUNDED PROJECT

WHEREAS, the reference "FHWA" in PART I 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) or funding:

SURFACE TRANSPORTATION PROGRAM
EQUITY BONUS FUNDS

WHEREAS, the Federal Equity Bonus Funds will be used as TED FUNDS Category C; and

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.

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 shall undertake and complete the PROJECT in accordance with the terms of this contract.

The PROJECT work shall be performed as an advance construction PROJECT and shall meet applicable Federal requirements set forth on 23 CFR Subpart G; 23 U.S.C. 115 and state requirements governing TED FUNDS.

It is understood that authorization to undertake the performance of the work under this contract as an advance construction PROJECT does not constitute any commitment of DEPARTMENT or Federal Funds for this PROJECT.

Expenditures incurred on the portions of this PROJECT as advance construction will not be subject to reimbursement with Federal Funds until the PROJECT is converted to a regular Federal-aid project as provided under 23 CFR 630.705(2); CFR 630.709.

Request for PROJECT conversion to a regular Federal-Aid project shall be submitted to the DEPARTMENT by the REQUESTING PARTY as early as possible in the fiscal year that the advance construction PROJECT is anticipated to be reimbursed.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the force account work necessary for the completion of the PART A portion of the PROJECT incurred by the REQUESTING PARTY and the physical construction necessary for the completion of the PART A portion of the PROJECT, including costs incurred by the DEPARTMENT and the REQUESTING PARTY for construction engineering, construction materials testing, and inspection and any other costs incurred by the DEPARTMENT as a result of this contract.

Costs for construction engineering, construction materials testing, and inspection incurred by the DEPARTMENT and the REQUESTING PARTY including any other costs by the DEPARTMENT as a result of this contract, will be at PROJECT COST. Costs for construction engineering and inspection incurred by the REQUESTING PARTY for the PART A portion of the PROJECT shall be limited to the lesser of: (1) 100 percent of the actual costs for construction engineering, construction materials testing, and inspection for the PART A portion of the PROJECT, or (2) 13 percent of the actual contracted physical construction costs for the PART A portion of the PROJECT.

The costs incurred by the REQUESTING PARTY for construction engineering, construction materials testing, and inspection for the PART B portion of the PROJECT, preliminary engineering and right of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

B. At PROJECT COST, perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PART A portion of the PROJECT.

C. At PROJECT COST, perform or cause to be performed temporary traffic signal work necessary for the completion of the PART A portion of the PROJECT.

D. At no cost to the PROJECT

(1) Design or cause to be designed the plans for the PROJECT.

(2) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PART B portion of the PROJECT.

The REQUESTING PARTY shall submit biweekly pay estimates and construction contract modifications to the DEPARTMENT in a timely manner.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

The method of performing the work will be indicated on the work authorization. The REQUESTING PARTY will comply with PART II, Section IIF, when applicable.

5. The PROJECT COST shall be met in accordance with the following:

PART A
The PART A portion of the PROJECT COST shall be met 100 percent by the REQUESTING PARTY.

Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds in combination with Federal Equity Bonus Funds being used as TED FUNDS Category C, for future fiscal years, may be applied to that portion of the PART A cost incurred as advance construction in an amount such that the Federal Funds equal a participation ratio of 81.85 percent with Federal Equity Bonus Funds being used as TED FUNDS Category C limited to $1,213,000.

The remaining balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds and/or TED FUNDS, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B
The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST or any advance construction expenditure not reimbursed by Federal Funds or TED FUNDS will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will be required for this PROJECT and is estimated to be:

PART A	$500,000
PART B	$ -0-
TOTAL	$500,000

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less available Federal Funds and/or TED FUNDS as the PROJECT progresses.

Failure to make such payments within 30 days of receipt of billings from the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold without further notice an equal amount from the REQUESTING PARTY'S share of any future Act 51 monthly allocations.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

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

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is a person under the Natural Resources and Environmental Protection Act (NREPA); 1995 PA 71 and is not aware of and has no reason to believe that the property on which the work under this agreement is to be performed is a facility as defined in MCL 324.20101(o); MSA 13A.20101(1)(l). The REQUESTING PARTY certifies that it is not a person liable under Part 201 or Part 213 of the Natural Resource and Environmental Protection Act (NREPA); MCL 324.20101 et seq. and Part 213 of NREPA; MCL 324.21301a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will be acquiring property for a transportation corridor or public right-of-way and

was not responsible for any activities causing a release or threat of release at or on the property. Pursuant to MCL 324.20126, the REQUESTING PARTY is not a person who is liable for response activity or response activity costs as defined by MCL 324.20101(ee) and (ff).

10. Both the REQUESTING PARTY and the DEPARTMENT certify that the DEPARTMENT is not a person liable under Parts 201 and 213 of the NREPA; that the DEPARTMENT is not an owner or operator of any property within the PROJECT limits; that the DEPARTMENT has not arranged for the disposal of hazardous substances within the PROJECT limits, nor has the DEPARTMENT transported any hazardous substances to the PROJECT limits; that the DEPARTMENT has not conducted any activities which have resulted in a release or threat of release of hazardous substances at the facility or within the PROJECT limits and that the DEPARTMENT is otherwise not liable for any response activities or response activity costs at the facility.

11. If subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require the incurrence of response costs for response activity pursuant to state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall notify the DEPARTMENT, both orally and in writing within 24 hours of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine whether the area within the PROJECT limits constitutes a facility and whether the REQUESTING PARTY is required to incur response costs to address the contamination under state or federal law. If the REQUESTING PARTY is liable for response activities or response costs under state or federal laws, the DEPARTMENT will consult with the FHWA to determine the eligibility of such response costs for reimbursement. In the event that the response costs and other incidental costs including, but not limited to delay costs, are deemed not to be eligible for reimbursement by the FHWA, the REQUESTING PARTY shall be charged for and shall pay to the DEPARTMENT all response costs and delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in such costs, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

12. If state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

13. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use Transportation Economic Development Funds.

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 and its agents 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 and its agents 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 and its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT and its agents 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 and its agents is performing a governmental function, as that term is defined in MCL 691.1401et seq., as amended, which is incidental to the completion of the PROJECT.

14. 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 691.1402et 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.

15. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. 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.

18. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

19. The REQUESTING PARTY and other local agencies, as applicable parties, understand and agree that the highway(s) or street(s) being improved under the terms of this agreement and funded with Transportation Economic Development Funds, shall not be subject to any restriction by local authorities in using certain commercial vehicles on such highway(s) or street(s). Such restrictions are in conflict with the basic concept of the Transportation Economic Development Program and Funding. The REQUESTING PARTY, by signing this agreement, agrees to obtain concurrence from other local governmental agencies within whose jurisdiction or control the highway(s) or street(s) are being improved.

20. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current standard specifications for construction, and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owners protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

21. 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 the day and year first above written.

CITY OF BURTON	MICHIGAN DEPARTMENT OF TRANSPORTATION
By________________________ Title:	By________________________ Department Director MDOT
By________________________ Title:	

March 26, 2019

EXHIBIT I

CONTROL SECTION	EDCF 25000
JOB NUMBER	130633CON
PROJECT	1900(578)

ESTIMATED COST

	PART A	PART B	TOTAL
CONTRACTED WORK			
Estimated Cost	$1,967,000	$10,400	$1,977,400
FORCE ACCOUNT WORK (REQUESTING PARTY)			
Temporary Traffic Signal Work	$ 18,600	$ -0-	$ 18,600
Construction Engineering, Construction Materials Testing & Inspection (Requesting Party)	$ 255,700	$ -0-	$ 255,700
TOTAL ESTIMATED COST	$ 274,300	$ -0-	$ 274,300
GRAND TOTAL ESTIMATED COST	$2,241,300	$10,400	$2,251,700

COST PARTICIPATION

	PART A	PART B	TOTAL
GRAND TOTAL ESTIMATED COST	$2,241,300	$10,400	$2,251,700
Less Federal Equity Bonus Funds being used as TED FUNDS (Advance Construction) Future Fiscal Year*	$1,213,000	$ -0-	$ 1,213,000
Less Federal Funds (Advance Construction) Future Fiscal Year*	$ 621,500	$ -0-	$ 621,500
REQUESTING PARTY'S SHARE (Future Fiscal Year)	$ 406,800	$10,400	$ 417,200

*Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds in combination with Federal Equity Bonus Funds being used as TED FUNDS Category C, for future fiscal years, may be applied to that portion of the PART A cost incurred as advance construction in an amount such that the Federal Funds equal a participation ratio of 81.85 percent with Federal Equity Bonus Funds being used as TED FUNDS Category C limited to $1,213,000.

DEPOSIT (Minimum Required - PART A - $1,834,500)	$500,000
(NONE REQUIRED - PART B)	$ -0-
	$500,000

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented 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 following 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.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party 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. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. 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.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

F. 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.

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. 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.

J. 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.

K. 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.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. 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.

O. 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.

P. 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 cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. 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 FHPM 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. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. 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.

3. 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.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. 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.

B. 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.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. 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.

E. 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____________
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 an Advance Construct Contract with the Michigan Department of Transportation for hot mix asphalt cold milling and resurfacing work, including aggregate base, pavement repair, miscellaneous concrete curb and gutter, and concrete sidewalk ramp installation work; and all together with necessary related work **along Center Road from Davison Road northerly to Dolphaine Street** in the City of Burton, Genesee County (DPW project No. 18-006-P), MDOT Control Section EDFC 25000, Job number 130633CON, Federal Project Number 1900(578) at an estimated total cost of $2,251,700, of which the City of Burton's final cost will be approximately $417,200.

CERTIFICATION

I, Bette Bigsby, Acting 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, February 4, 2019 by the following vote:

Ayes:
Nays:
Absent:

THIS RESOLUTION IS DECLARED ADOPTED

Dated: _____________________

____

Bette Bigsby, Acting City Clerk
Prepared by: Bette Bigsby
City of Burton
4303 S. Center Rd.
Burton, MI 48519

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

ADOPTED

Meeting: 04/15/19 07:00 PM
Department: Department of Public Works
Category: Contract
Prepared By: Robert Slattery
Department Head: Robert Slattery

AGENDA ITEM (ID # 4320)

DOC ID: 4320

Approve and Authorize the Mayor and City Clerk to execute a contract with OHM Advisors, G3101 West Bristol Road, Flint, MI 48507, for Construction Engineering of Center Road from Davison Road to Dolphaine Street (DPW Project No. 18-006-P), at an estimated cost of $185,610.89, contingent upon approval of the City Attorney.

ATTACHMENTS:

- MoE Third Party Agreement with OHM Advisors - Center Road Davison-Dolphaine - CE (DOC)
- Center Rd CE Third Party Agreement - OHM Advisors (PDF)

INTEROFFICE MEMORANDUM

To: Paula Zelenko, Mayor
From: Robert Slattery – DPW Director
Date: April 9, 2019

Re: Agenda Item #4320
Meeting of April 15, 2019
Construction Engineering Contract – OHM Advisors
DPW Project No. 18-006-P, Center Road, Davison to Dolphaine

Madam Mayor:

AGENDA LANGUAGE:
Approve and Authorize the Mayor and City Clerk to execute a contract with OHM Advisors, G3101 West Bristol Road, Flint, MI 48507, for Construction Engineering of Center Road from Davison Road to Dolphaine Street (DPW Project No. 18-006-P), at an estimated cost of $185,610.89, contingent upon approval of the City Attorney.

We have received approval to use federal aid monies to fund a portion of the Saginaw Street rehabilitation. Prior to being eligible to receive these funds, MDOT's financial operations require that we approve and execute a 3rd Party Agreement with our selected design engineering firm, In this case OHM Advisors, G3101 West Bristol Road, Flint MI 48507, and reserve the estimated local share of the proposed engineering fee.

The proposed fee for this work is $ ($185,610.89). I have reviewed the proposal and feel it is fair and reasonable, and within MDOT guidelines. (We have calculated the engineering fee as if OHM advisors was going to provide the bulk of the on-site inspection, but in all likelihood City of Burton will actually provide much, if not most, of the inspection.) In addition to the engineering fee, we need to include 15% ($27,841.63) for local staff to cover review and meetings. This totals $ $213,452.52. Of this amount, 80% ($170,762.02) will be covered by federal funds. **This leaves $42,690.50 to be covered with local funds**. City Council has previously committed to providing Local Match totaling $ $450,000 for the construction phase of this project.

SUBCONTRACT NO.
CONTROL SECTION NO. STU 82163
JOB NO. 132286A

THIRD PARTY AGREEMENT

CONSTRUCTION ENGINEERING

LOCAL AGENCY CONTRACT

THIS CONTRACT, made and entered into as of this date,___________,2019 by and between Orchard, Hiltz & McCliment, Inc., 34000 Plymouth Road, Livonia, MI 48150 hereinafter referred to as the "CONSULTANT," and the City of Burton, 4303 South Center Road, Burton, MI 48519, hereinafter referred to as the "LOCAL AGENCY."

WITNESSETH:

WHEREAS, the LOCAL AGENCY is planning to rehabilitate Center Road from Davison Road to the north City limit (Dolphaine Lane) in the City of Burton, using Federal funds from the City of Burton; and

WHEREAS, the LOCAL AGENCY has assigned Robert Slattery, Department of Public Works (DPW) Director, to be the designated full-time public employee to be in Responsible Charge in accordance with 23 CFR 172.9 (d).

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

> milling and resurfacing of approximately 5,200 linear feet of roadway, perform pavement repairs, removal of center left turn lane and southbound inside lane including existing HMA and existing concrete/soil cement, place aggregate base as needed in two lanes removed and repave with HMA, replace broken/deteriorated sections of curb and gutter, replace sidewalk approaches (ADA compliant), minor grading and driveway approach replacement, utility structure adjustments, pavement markings, permanent signing, and restoration.

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

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

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

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

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

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

The CONSULTANT will:

1. Perform the SERVICES set forth in Exhibit A, attached hereto and made a part hereof (SERVICES).

2. Perform all SERVICES by the applicable codes, laws, and standards of the LOCAL AGENCY and the MDOT and the FHWA.

3. During the performance of the SERVICES herein provided for, be responsible for any loss or damage to the documents, owned by the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANTS expense.

4. Furnish qualified personnel, as per 23 CFR Part 172, to assist the PROJECT Engineer/Supervisor in solving problems, when so requested.

5. Attend conferences and make such trips as necessary to the LOCAL AGENCY'S offices and to the site of the work to confer with representative of the LOCAL AGENCY and the MDOT or the FHWA as may be necessary in the carrying out of the work under THIS CONTRACT.

6. Provide and maintain public liability, property damage, and workers' compensation insurance, insuring as they may appear the interests of all parties to THIS CONTRACT against any and all claims that may arise of the LOCAL AGENCY'S operation hereunder. In addition, provide professional liability insurance, as further defined in Exhibit B, attached hereto and made a part hereof.

7. Commence work on the PROJECT as set forth in and following execution of THIS CONTRACT only upon receipt of written notice from the PROJECT Engineer/Supervisor.

8. Submit billings to the LOCAL AGENCY as set forth in Section 17.

9. Perform all PROJECT work under the direction of the PROJECT Engineer who will be assigned by the LOCAL AGENCY as provide in Section 14.

10. Provide such reports and maintain such records of the PROJECT as are required to document the work to the satisfaction of the PROJECT Engineer, the LOCAL AGENCY, the MDOT, and the FHWA.

11. Permit the LOCAL AGENCY, the MDOT, the FHWA, and other public agencies interested in the plans and designs for the PROJECT to have full access thereto during the progress of the SERVICES being performed thereon.

12. Have their professional endorsement upon all plans, specifications, estimates, and engineering data furnished to the LOCAL AGENCY.

13. Follow standard accounting practices and permit representatives of the LOCAL AGENCY and MDOT, FHWA, U.S. Department of Transportation's Inspector General, and the Controller General of the United States to audit and inspect its PROJECT books and records at any reasonable time.

    a. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under THIS CONTRACT.

    b. In the event of a dispute with regard to the allowable expenses or any other issue under THIS CONTRACT, the CONSULTANT shall thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

    c. In the event of a dispute with regard to the allowable expenses or any other issue under THIS CONTRACT, the CONSULTANT shall thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

    d. If any part of the work is subcontracted, the conditions for the responsibilities of the CONSULTANT apply to the CONSULTANT and their SUBCONSULTANTS (or affiliates).

The LOCAL AGENCY shall:

14. Assign a PROJECT Engineer/Supervisor in responsible charge of the PROJECT.

15. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in THIS CONTRACT, pay the CONSULTANT on the basis of actual costs plus a fixed fee amount, which shall not exceed one hundred eighty-five thousand six hundred ten dollars and eighty-nine cents ($185,610.89). The fixed fee (profit) shall be the amount of seventeen thousand nine hundred fifty-three dollars and seventy-five cents ($17,953.75), which amount is included in the total amount of one hundred eighty-five thousand six hundred ten dollars and eighty-nine cents ($185,610.89) as shown in Exhibit A, attached hereto and made part hereof.

16. Pay for actual costs for SERVICES. Work required and performed will be determined in accordance with the following terms, subject to the cost criteria set forth in the Federal Acquisition Regulations, 48 CFR, Part 31.

a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES work. This cost will be based on the employees' actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by employee time records.

b. Direct Costs: Actual costs of materials and SERVICES, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals, and shall be supported by proper receipts.

c. Indirect (Overhead) Costs: The actual overhead incurred by the CONSULTANT during performance of the PROJECT work shall be computed as set forth in 48 CFR, Federal Acquisition Regulations, Part 31. The amount of overhead payment, including payroll overhead, will be calculated as applied rates to direct labor costs. Overhead shall include those costs, which because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. Consultant shall use the overhead rate as certified in Attachment C. If a certified overhead rate has not been established, a provisional overhead rate, which will be applied to direct labor costs for progress payments, is set forth in Exhibit A. Use the provisional overhead rate until the actual overhead rate has been determined.

   i. Non MDOT Pre-Qualified CONSULTANT: It is agreed that the use of the provisional overhead rate set forth in Exhibit A sets neither a minimum nor maximum to the actual overhead costs to be paid the CONSULTANT. Any overpayments or underpayments made to the CONSULTANT for SERVICES performed resulting from usage of the provisional overhead rate, will be corrected in the first billing submitted subsequent to the CONSULTANT'S calculations of an actual overhead rate for the financial year end applicable to the reported direct labor cost. The audit at the completion of THIS CONTRACT or at such time as THIS CONTRACT is terminated, will verify the propriety of reporting overhead.

   ii. MDOT Pre-Qualified CONSULTANT: When work occasioned at the LOCAL AGENCY'S request is contracted with the CONSULTANT to perform the SERVICES, the actual overhead costs incurred by the CONSULTANT at the MDOT-accepted rate during work, computed as set forth in 48 CFR, Federal Acquisition Regulations, Part 31, The amount of overhead payment, including payroll overhead, will be calculated as applied rates to direct labor costs. Overhead costs will include those costs that, because of their incurrence for common or joint objectives, are not readily subject to treatment as direct costs. The MDOT- accepted overhead rate is not subject to adjustment for overhead costs, but the LOCAL AGENCY and MDOT retains the right to audit the records of the CONSULTANT at any reasonable time.

d. Facilities Cost of Capital: A pro-rated portion of the actual facilities costs of capital incurred by the CONSULTANT during work is reimbursable only if the estimated facilities cost of capital was specifically identified in the cost proposal, included in the Scope of Services for this work (Exhibit A).

e. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein.

f. Fixes Fee (Profit): In addition to the payments for direct and overhead costs as hereinbefore provided, the LOCAL AGENCY agrees to pay the CONSULTANT a fixed amount for profit for the SERVICES performed. It is agreed and understood that such amount constitutes full compensation to the CONSULTANT for profit and will not vary because of any differences between the estimated cost and the actual cost for work performed, except that in the event THIS CONTRACT is terminated, payment of a fixed fee (profit) in respect to the PROJECT shall be in an amount which can be established by the CONSULTANT from its accounts and records and subject to the provisions of Section 30.

g. SUBCONSULTANT Costs: Actual costs of SUBCONSULTANTS performing SERVICES under THIS CONTRACT. Amounts for fixed fees paid by the CONSULTANT to the SUBCONSULTANT will not be considered an actual cost of the CONSULTANT but will be considered a part of the fixed fee of the CONSULTANT.

h. Reimbursement for costs incurred is subject to the cost criteria set forth in 48 CFR Part 31, and/or 2 CFR 200Subpart E-Cost Principles as applicable, is incorporated herein by reference as if the same were repeated in full herein.

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

a. Progress payments may be made for reimbursement of amounts earned to date and shall include direct costs, other direct costs, calculated amounts for overhead using overhead, and facilities cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee. The portion of the fixed fee which may be included in progress payments shall be equal to the total fixed fee multiplied by the percentage of the work which has been completed to date of billing.

b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by properly completed reporting forms and such other evidence of progress as maybe required by the LOCAL AGENCY. Partial payments shall be made only once a month.

c. Final billing under THIS CONTRACT shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billing for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the MDOT and the FHWA.

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

It is further agreed that:

18. Upon completion or termination of THIS CONTRACT, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of SERVICE, shall become property of the LOCAL AGENCY.

19. No portion of the PROJECT work, hereto before defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent for the LOCAL AGENCY and approval by MDOT and the FHWA. Consent to sublet, assign or otherwise dispose of any portion of the SERVICES shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of THIS CONTRACT.

20. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the LOCAL AGENCY'S PROJECT Engineer/Supervisor. All questions as to the satisfactory and acceptable fulfillment of the terms of THIS CONTRACT shall be decided by the LOCAL AGENCY.

21. This agreement is to be governed by the laws of the State of Michigan. All disputes between the LOCAL AGENCY and CONSULTANT shall be resolved per the Dispute Resolution in Exhibit C.

22. Any change in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY and approved by the MDOT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to THIS CONTRACT.

23. The CONSULTANT and the LOCAL AGENCY specifically agree that in the event problems arise that may be the result of errors and/or omissions by the CONSULTANT or due to a failure of the CONSULTANT to otherwise perform in accordance with THIS CONTRACT, the CONSULTANT will be held responsible with no cost to the LOCAL AGENCY or in accordance with Dispute Resolution in Exhibit C.

24. In addition, the CONSULTANT shall comply with, and shall require any CONTRACTOR or SUBCONTRACTOR to comply with, the following:

    a. In connection with the performance of the PROJECT under THIS CONTRACT, the CONSULTANT (hereinafter in Appendix "A" referred to as the "CONTRACTOR") agrees to comply with the State of Michigan provisions for "Prohibition of

Discrimination in State Contracts," as set forth in Appendix "A," attached hereto and made a part hereof and will require a similar covenant on the part of any CONTRACTOR or SUBCONTRACTOR employed in the performance of THIS CONTRACT.

b. During the performance of THIS CONTRACT, the CONSULTANT, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "CONTRACTOR"), agrees to comply with the Civil Rights Act of 1964, being P.L.88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the DEPARTMENT of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to THIS CONTRACT.

c. The parties hereto further agree that they accept the MDOT'S Minority Business Enterprises/Women's Business Enterprises (MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix C, dated October 1,2005, attached hereto and made a part hereof, being an excerpt from Title 42 C.F.R. Part 23, more specifically 23.43(a)(1) and (2) thereof.

25. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT to solicit or secure THIS CONTRACT and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of THIS CONTRACT. For breach or violation of this warranty, the LOCAL AGENCY will have the right to annul THIS CONTRACT without liability or, at its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

26. The CONSULTANT specifically agrees that in the performance of the SERVICES herein enumerated, by itself, by an approved SUBCONTRACTOR, or by anyone acting on its behalf, it will comply with any and all state, federal, and local statutes, ordinances, and regulations and will obtain all permits applicable to the entry into the performance of THIS CONTRACT.

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

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

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

28. In case the CONSULTANT deems extra compensation will be due it for work or materials not clearly covered in THIS CONTRACT, or not ordered by the LOCAL AGENCY as a change, or due to changed conditions, the CONSULTANT shall notify the LOCAL AGENCY in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any way be construed to establish the validity of the claim. Such extra compensation shall be provided only by amendment to THIS CONTRACT with approval of the MDOT and the FHWA.

29. In addition to the protection afforded by any policy of insurance, the CONSULTANT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, the FHWA, and all officers, agents, and employees thereof:

    a. From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the CONSULTANT in connection with the CONSULTANT'S performance of the SERVICES; and

    b. From any and all costs or claims for additional compensation or damages, or injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, response and cleanup cost, including attorney fees and related costs, caused by errors and/or omissions attributable to the CONSULTANT'S performance of the SERVICES under THIS CONTRACT unless the CONSULTANT proves that notwithstanding the error or omission, the CONSULTANT met generally accepted standards of care. In addition to excusing consultants from liability for errors or omissions that the CONSULTANT proves occurred despite its compliance with generally accepted standards of care, the CONSULTANT will only be responsible for the percentage of the damages and costs that corresponds to the proportion of the total damages and costs caused by the errors and/or omissions attributable to the CONSULTANT for which the CONSULTANT is otherwise liable under this subparagraph.

LOCAL AGENCY will not be subject to any obligations or liabilities by CONTRACTORS of the CONSULTANT or their SUBCONTRACTORS or any other person not a party to THIS

CONTRACT without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

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

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

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

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

FOR COSTS TO BE REIMBURSED ON AN ACTUAL COST PLUS FIXED FEE BASIS: The CONSULTANT will be reimbursed for SERVICES completed up to receipt of the notice of termination. LOCAL AGENCY may pay a proportionate share for a partially completed work product. The value of such partially completed work product will be determined by LOCAL AGENCY based on actual costs incurred up to the estimated value of the work product received by LOCAL AGENCY, as determined by LOCAL AGENCY. Such actual costs will be as set forth in Section 16.

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

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

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

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

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

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

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

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

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

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

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

    This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000.00) and not more than One Hundred Thousand Dollars ($100,000.00) for each such failure.

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

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

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

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

35. The following exhibits, appendices, and attachments are included as part of THIS CONTRACT:

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

CITY OF BURTON

By: ______________________________________

PAULA ZELENKO
TITLE: MAYOR

By: ______________________________________

BETTE BIGSBY
TITLE: ACTING CITY CLERK

OHM ADVISORS

Patrick G. Wingate, PE Patrick Gregory Wingate
Apr 9 2019 10:36 AM

By: ______________________________________

PATRICK G. WINGATE, PE
TITLE: DIRECTOR OF TRANSPORTATION

List of Exhibits/Appendixes/Attachments

Exhibit A – Derivation of Cost

Exhibit B – Professional Liability Insurance

Exhibit C – The Dispute Resolution Process

Exhibit D – Consultant Performance Evaluations

Appendix A – Prohibition of Discrimination in State Contracts

Appendix B – TITLE VI Assurance

Appendix C – Assurances that Recipients and Contractors Must Make

Appendix D – Local Consultant Conflict of Interest

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

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

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

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

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

EXHIBIT A

Derivation of Cost

Michigan Department of Transportation
5101A-1 (11.7.18)

SUMMARY OF TOTAL PROJECT COSTS BY JOB NUMBER

EXHIB

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

MDOT CONTROL SECTION(S) - JOB NUMBER(S):

CS - JN

CONTRACT / AUTHORIZATION NUMBER:

PRIME CONSULTANT NAME:

Orchard, Hiltz & McCliment, Inc.

DBE Goal:

PROJECT DESCRIPTION:

Construction Engineering for Center Road, City of Burton

Consultant	Firm Role:	Contracted to:	Payment Method:	Job Number	Job Number	Job Number	Job Number	DBE (Y/N)	Total	% c Contr
HOURS				**1,994**	**-**	**-**	**-**		**1,994**	
Orchard, Hiltz & McCliment, Inc.	P	MDOT	ACFF	1,994	-	-	-		1,994	
LABOR				**$ 58,387.33**	**$ -**	**$ -**	**$ -**		**$ 58,387.33**	
Orchard, Hiltz & McCliment, Inc.	P	MDOT	ACFF	$ 58,387.33	$ -	$ -	$ -		$ 58,387.33	
OVERHEAD				**$ 104,828.61**	**$ -**	**$ -**	**$ -**		**$ 104,828.61**	
Orchard, Hiltz & McCliment, Inc.	P	MDOT	ACFF	$ 104,828.61	$ -	$ -	$ -		$ 104,828.61	
F.C.C.M.				**$ 391.20**	**$ -**	**$ -**	**$ -**		**$ 391.20**	
Orchard, Hiltz & McCliment, Inc.	P	MDOT	ACFF	$ 391.20	$ -	$ -	$ -		$ 391.20	
LSUM / MILE / UNIT COSTS				**$ 4,050.00**	**$ -**	**$ -**	**$ -**		**$ 4,050.00**	
SMAC Testing, Inc.	T1		ACFF	$ 4,050.00	$ -	$ -	$ -		$ 4,050.00	
FIXED FEE				**$ 17,953.75**	**$ -**	**$ -**	**$ -**		**$ 17,953.75**	
Orchard, Hiltz & McCliment, Inc.	P	MDOT	ACFF	$ 17,953.75	$ -	$ -	$ -		$ 17,953.75	

TOTAL COSTS SUMMARY

Consultant Totals	Firm Role:	Contracted to:	Payment Method:	Job Number	Job Number	Job Number	Job Number	DBE (Y/N)	Total	% c Contr
Orchard, Hiltz & McCliment, Inc.	**P**	**MDOT**	**ACFF**	**$ 181,560.89**	**$ -**	**$ -**	**$ -**	**N**	**$ 181,560.89**	**97.8**
SMAC Testing, Inc.	T1		ACFF	$ 4,050.00	$ -	$ -	$ -		$ 4,050.00	2.2'
Firm Role Key: P = Prime Firm, T1 = Tier 1 Sub, T2 = Tier 2 Sub										
TOTAL COSTS				**$ 185,610.89**	**$ -**	**$ -**	**$ -**		**$ 185,610.89**	100.(

Michigan Department
of Transportation
5101B (11.7.18)

DERIVATION OF PRIME CONSULTANT COSTS

Exhib J.5.b

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

MDOT CONTROL SECTION(S) - JOB NUMBER(S):	CONTRACT / AUTHORIZATION #:	FIRM ROLE:
CS - JN		**Prime Firm**

PRIME CONSULTANT NAME:	PROJECT DESCRIPTION:
Orchard, Hiltz & McCliment, Inc.	**Construction Engineering for Center Road, City of Burton**

PRIME LABOR:

CLASSIFICATION	*HOURS*	*x*	*RATE/HR*	=	*LABOR COST*
Prof Eng/Arch IV	30	x	$ 54.68	=	$ 1,640.40
Prof Eng/Arch III	175	x	$ 46.29	=	$ 8,100.75
Prof Eng/Arch I	114	x	$ 32.72	=	$ 3,730.08
Technician IV	235	x	$ 39.18	=	$ 9,207.30
Technician II	1060	x	$ 25.01	=	$ 26,510.60
Prof Surveyor III	20	x	$ 46.39	=	$ 927.80
Surveyor III	80	x	$ 30.13	=	$ 2,410.40
Surveyor II	80	x	$ 24.30	=	$ 1,944.00
Technician I	200	x	$ 19.58	=	$ 3,916.00
Total Hours:	**1994**			**Total Labor**	**$ 58,387.33**

PRIME OVERHEAD: (Total Labor x Overhead Rate)

Overhead Rate: **179.54%** **Total Overhead $ 104,828.61**

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

F.C.C.M. Rate: **0.67%** **Total F.C.C.M. $ 391.20**

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

Fixed Fee Rate: 11% **Total Fixed Fee $ 17,953.75**

TOTAL PRIME FIRM COSTS $ 181,560.89

Firm Role: Prime Firm *Note: Payment Method = ACFF*

Michigan Department
of Transportation
5101C (11.7.18)

DERIVATION OF SUBCONSULTANT COSTS

Exhib

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

MDOT CONTROL SECTION(S) - JOB NUMBER(S):	CONTRACT / AUTHORIZATION #:	FIRM ROLE:
CS 25000 - JN 130642		**Tier 1 Sub**

SUBCONSULTANT NAME:	PROJECT DESCRIPTION:
SMAC Testing, Inc.	**Construction Engineering for Saginaw St from Bristol Rd to Hemphill Rd, City of Burton**

SUB LSUM / MILE / UNIT COSTS:

Items	Quantity	@	Bid Price	Unit		Item Price
HMA Materials Testing	6.00	@	$ 608.330	Per Day	=	$ 3,649.98
					Total Unit Costs	**$ 3,649.98**

TOTAL SUBCONSULTANT COSTS $ 3,649.98

Firm Role: Tier 1 Sub to

Note: Payment Method = ACFF

EXHIBIT B

PROFESSIONAL LIABILITY INSURANCE
June 27, 1996

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

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

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

EXHIBIT C

THE DISPUTE RESOLUTION PROCESS
November, 2015

BACKGROUND

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

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

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

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

- Work delays or inefficiencies. The premium costs are the total delay/ inefficiencies damages paid to the CONTRACTOR.
- Rework. The premium costs are the dollar amounts paid for the original items of work that have to be removed plus the costs to remove these items.

- Extra work. The premium costs are the net difference between the final, agreed-upon price paid to the CONTRACTOR and the Engineer's Estimate i.e., what the cost would have been had the extra work been included in the original bid at letting.

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

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

THE PROCESS – OVERVIEW

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

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

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

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

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

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

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

The process will initially focus on solving the problem with the objective of minimizing the impact on construction. After that, the process will focus on responsibility according to the multi-step procedure that follows. The step of determining responsibility must be taken any time the Design and/or Construction Engineering CONSULTANT is brought into the process and incurs costs. These steps must also be taken any time errors and/or omissions in consultant prepared Design Plans or Construction Engineering Services result in increased cost during construction or decrease in the quality of the project.

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

PROCESS – DISPUTE RESOLUTION

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

Level 1 – Omissions and Errors Identification and Correction

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

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

Engineer with regards to appropriateness and potential project financial participation implications prior to any final decisions being made.

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

Level 2 – Cost Responsibility Determination

Step A – Mutually determine, between the LOCAL AGENCY and the CONSULTANT, if the issue was caused by a plan error or omission.
If it is determined that a plan error created the issue, the financial responsibility for the correction and associated design and construction costs will be borne 100% by the CONSULTANT.

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

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

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

Level 3 – Cost Recovery or Payment

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

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

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

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

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

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

EXHIBIT D

CONSULTANT PERFORMANCE EVALUATIONS

May 20, 2015

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

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

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

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the CONTRACTOR shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of THIS CONTRACT. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the CONTRACTOR shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of THIS CONTRACT.

2. The CONTRACTOR hereby agrees that any and all subcontracts to THIS CONTRACT, whereby a portion of the work set forth in THIS CONTRACT is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The CONTRACTOR will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The CONTRACTOR or its collective bargaining representative shall send to each labor union or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the CONTRACTOR'S commitments under this Appendix.

6. The CONTRACTOR shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The CONTRACTOR shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each SUBCONTRACTOR, as well as the CONTRACTOR itself, and said CONTRACTOR shall permit access to the CONTRACTOR'S books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under THIS CONTRACT and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a CONTRACTOR has not complied with the contractual obligations under THIS CONTRACT, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the Contract found to have been violated and/or declare the CONTRACTOR ineligible for future contracts with the state and its political and civil subdivisions, DEPARTMENTs, and officers, including the governing boards of institutions of higher education, until the CONTRACTOR complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the CONTRACTOR is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The CONTRACTOR shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each SUBCONTRACTOR or supplier.

Revised June 2011

APPENDIX B TITLE VI

ASSURANCE

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

1. **Compliance with Regulations**: For all federally assisted programs, the CONTRACTOR shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of THIS CONTRACT.

2. **Nondiscrimination**: The CONTRACTOR, with regard to the work performed under THE CONTRACT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of SUBCONTRACTORs, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the CONTRACTOR covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the CONTRACTOR, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential SUBCONTRACTOR or supplier of the CONTRACTOR'S obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the DEPARTMENT or the United States DEPARTMENT of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the required information, the CONTRACTOR shall certify to the DEPARTMENT or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of THIS CONTRACT, the DEPARTMENT shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

   a. Withholding payments to the CONTRACTOR until the CONTRACTOR complies; and/or b.
   b. Canceling, terminating, or suspending THE CONTRACT, in whole or in part.

6. **<u>Incorporation of Provisions</u>**: 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.

<u>Revised June 2011</u>

APPENDIX C

Assurances that Recipients and CONTRACTORs Must Make

(Excerpts from US DOT Regulation 49 CFR § 26.13)

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

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

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

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

(Revised October 1, 2005)

APPENDIX D

LOCAL CONSULTANT CONFLICT OF INTEREST

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

Appendix E

Public Relations Communications and Use of Project Information for External Audiences

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

Use of the LOCAL AGENCY logo;

Brochures, flyers, invitations, programs, or any other printed materials intended for external audiences; Posting on social media sites or web sites;

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

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

Appendix G

Prime Consultant State of DBE Sub-Consultant Payments

ATTACHMENT A

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

<u>Instructions for Certification</u>

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the DEPARTMENT or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the DEPARTMENT or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DEPARTMENT or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DEPARTMENT or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction,” provided by the DEPARTMENT

or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency may terminate this transaction for cause or default.

<u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions</u>

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

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

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification

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

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

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-- Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal DEPARTMENT or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

ATTACHMENT C

Certification of Indirect Rate (MDOT 5108L)

Michigan Department
Of Transportation
5108L (01/11)

CERTIFICATION OF INDIRECT (OVERHEAD) RATE

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

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

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

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBERS(S):	CONTRACT / AUTHORIZATION NUMBER:

LOCAL AGENCY:
City of Burton

PROJECT DESCRIPTION:
Rehabilitate Center Road from Davison Road to the north City limit (Dolphaine Lane) in the City of Burton

DECLARATION OF CERTIFICATION

INDIRECT (OVERHEAD) COST RATE: 179.54%

DATE OF INDIRECT (OVERHEAD) COST RATE DETERMINATION (mm/dd/yyyy): 07/10/2018

FISCAL PERIOD COVERED (mm/dd/yyyy to mm/dd/yyyy): 08/01/2018 **to** 07/31/2019

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

1) All costs included to establish the above rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulation (CFR), part 31.

2) This indirect (overhead) cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

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

CONSULTANT INFORMATION

ROLE
☑ Prime ☐ Tier 1 Sub ☐ Tier 2 Sub

LEGAL BUSINESS NAME:	FEDERAL ID NUMBER (Must match prequalification file):
Orchard, Hiltz & McCliment, Inc.	38-1691323

COMPANY ADDRESS:	CITY:	STATE:	ZIP CODE:
34000 Plymouth Road	Livonia	MI	48150

EMAIL ADDRESS:	PHONE NO.:
pat.wingate@ohm-advisors.com	(734) 522-6711

CERTIFYING OFFICIAL

NAME OF CERTIFYING OFFICIAL (Print Name and Title):	SIGNATURE OF CERTIFYING OFFICIAL:
Patrick G. Wingate, PE - Director of Transportation	Patrick G. Wingate, PE Patrick Gregory Wingate Apr 8 2019 3:40 PM

Michigan Department
Of Transportation
5108L (01/11)

CERTIFICATION OF INDIRECT (OVERHEAD) RATE

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

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

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

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBERS(S):	CONTRACT / AUTHORIZATION NUMBER: 130633
LOCAL AGENCY: City of Burton	
PROJECT DESCRIPTION: Center Rd Improvements	

DECLARATION OF CERTIFICATION

INDIRECT (OVERHEAD) COST RATE: 110.0%

DATE OF INDIRECT (OVERHEAD) COST RATE DETERMINATION (mm/dd/yyyy): 02/10/2019

FISCAL PERIOD COVERED (mm/dd/yyyy to mm/dd/yyyy): 01/01/2017 **to** 12/31/2017

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

1) All costs included to establish the above rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulation (CFR), part 31.

2) This indirect (overhead) cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

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

CONSULTANT INFORMATION

ROLE
☐ Prime ☑ Tier 1 Sub ☐ Tier 2 Sub

LEGAL BUSINESS NAME: SMAC Testing		FEDERAL ID NUMBER (Must match prequalification file): 14-2012446	
COMPANY ADDRESS: 824 Tittabawassee Raod	CITY: Saginaw	STATE: MI	ZIP CODE: 48604
EMAIL ADDRESS: smacdonald@smactesting.com	PHONE NO.: (989) 249-1105		

CERTIFYING OFFICIAL

NAME OF CERTIFYING OFFICIAL (Print Name and Title): Stuart MacDonald, Owner	SIGNATURE OF CERTIFYING OFFICIAL: Stuart MacDonald Digitally signed by Stuart MacDonald DN: cn=Stuart MacDonald, o=SMAC Testing, Inc, ou, email=smacdonald@smactesting.com, c=US Date: 2019.04.02 14:44:26 -04'00'

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

ADOPTED

Meeting: 04/15/19 07:00 PM
Department: Clerk's Office
Category: Discussion
Prepared By: Bette Bigsby
Department Head: Bette Bigsby

AGENDA ITEM (ID # 4329)

DOC ID: 4329

Approve and authorize a special city council meeting for the purpose of a public hearing to consider any objections and/or favorable comments relative to the 2019-2020 proposed budget on _________________ at _______________.

Approve and authorize the acceptance of the lowest responsible bid and allow the Mayor and Clerk to enter into a contract, contingent upon receipt of the required bonds and insurance documents, on behalf of the City of Burton with National Industrial Maintenance, Inc. , 4400 Stecker St., Dearborn, MI 48126-3895, for the 2019-2020 Street Sweeping Contract in an amount not to exceed $ 178,706.11.

ATTACHMENTS:

- 2019-2020 Street Sweeping Bid Tab (PDF)
- Bid Items - National Industrial Maintenance, Inc - 2019-2020 Street Sweeping (PDF)
- 2019 - 2020 Street Sweep Contract - Burton (PDF)

BID TABULATION

City of Burton
Department of Public Works

Project: **2019-2020 STREET SWEEPING**
Bid opening at: Council Chambers
Date & Time: APRIL 10, 2019 10:00 A.M.

Bidder Name & Address	National Industrial Maint.. Inc. 4400 Stecker Dearborn, MI 48126	Rolar Property Services, Inc. 33333 Dequindre Rd., Ste. B Troy, MI 48083			
TOTAL	$178,706.11	$234,398.02			
5% Bid Bond	**yes**	**yes**			
Signed Bid	**yes**	**yes**			
Ranking	1				

Present:
Robert Slattery
Brenda Moulton

BID ITEMS

First Sweep (Year 1)

No.	Description of Work	Qty.	Unit	Unit Price	Amount
*1	Sweep Curb & Gutter – Major Streets	38.81	Curb Miles	$ 537.	$20,840.97
*2	Sweep Curb & Gutter – Local Streets	54.51	Curb Miles	$ 270.	$14,717.70
*3	Sweep Curb & Gutter Radiuses Local and/or Major	561	Radiuses at various locations	$ 18.00	$10,098.00
*4	Sweep City Parking Lots	26,947	Square Yards	$ .094	$ 2,533.02

Second Sweep (Year 1)

No.	Description of Work	Qty.	Unit	Unit Price	Amount
*5	Sweep Curb & Gutter – Major Streets	38.81	Curb Miles	$ 431.	$16,727.11
*6	Sweep Curb & Gutter – Local Streets	54.51	Curb Miles	$ 207.	$11,283.57
*7	Sweep Curb & Gutter Radiuses Local and/or Major	561	Radiuses at various locations	$ 16.	$ 8,976.00
*8	Sweep City Parking Lots	26,947	Square Yards	$ .075	$ 2,021.03

First Sweep (Year 2)

No.	Description of Work	Qty.	Unit	Unit Price	Amount
*9	Sweep Curb & Gutter – Major Streets	38.81	Curb Miles	$ 553.	$21,461.93
*10	Sweep Curb & Gutter – Local Streets	54.51	Curb Miles	$ 278.	$15,153.78
*11	Sweep Curb & Gutter Radiuses Local and/or Major	561	Radiuses at various locations	$ 18.50	$10,378.50
*12	Sweep City Parking Lots	26,947	Square Yards	$ .097	$2,613.86

Second Sweep (Year 2)

No.	Description of Work	Qty.	Unit	Unit Price	Amount
*13	Sweep Curb & Gutter – Major Streets	38.81	Curb Miles	$ 444.	$17,231.64
*14	Sweep Curb & Gutter – Local Streets	54.51	Curb Miles	$ 213.	$11,610.63
*15	Sweep Curb & Gutter Radiuses Local and/or Major	561	Radiuses at various locations	$ 16.50	$ 9256.50
*16	Sweep City Parking Lots	26,947	Square Yards	$ .078	$ 2,101.87

Emergency Sweeps if Necessary

**17	Sweeping Per Hour / Per Sweeper	5 hr.	Per Hour	$ 165.	$ 825.00
***18	Sweeping Per Hour on Emergency Call –	5 hr.	Per Hour	$ 175.	$ 875.00

TOTAL - ITEMS 1-18 $178,706.11

CITY OF BURTON
2019 - 2020 STREET SWEEPING CONTRACT

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

MAJOR AND LOCAL STREETS AND

CITY PARKING LOTS

PAULA K. ZELENKO, MAYOR

Prepared By:

CITY OF BURTON
PURCHASING DEPARTMENT
4303 S. CENTER ROAD
BURTON, MICHIGAN 48519
PHONE (810) 743-1500

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ADVERTISEMENT FOR BIDS

CITY OF BURTON
2019 STREET SWEEPING

RECEIPT OF PROPOSALS

Sealed proposals for street sweeping services are invited and will be received by the City of Burton, a Michigan Governmental Corporation (hereinafter referred to as the Owner) at Clerk's Office, Burton City Hall, at 4303 S. Center Rd., Burton, Michigan 48519 on or before April 10, 2019 no later than 10:00 A.M. local time. Immediately thereafter all bids received will be publicly opened and read aloud.

GENERAL DESCRIPTION OF WORK

Bids are solicited under a general contract for the following approximate quantities of work:

1. Sweep approximately 38.81 curb miles of Major Streets curb & gutter.

2. Sweep approximately 54.51 curb miles of Local Streets curb & gutter.

3. Sweep 561 curb & gutter radiuses of Major and/or Local Streets at various locations.

4. Sweep 8 City parking lots equaling approximately 26,947 square yards.

5. Sweeping Per Hour.

6. Emergency Sweeping Per Hour.

The City reserves the right to omit any or all of these items from the contract or to increase or reduce the miles or square yards swept at the unit prices as bid, with no increase in unit price by the contractor.

OBTAINING CONTRACT DOCUMENTS

A copy of all contract documents are on file and available for review at the City of Burton Purchasing Department, 4303 S. Center Road, Burton, Michigan 48519.

PROPOSAL GUARANTEE

Each proposal submitted to the Owner shall be accompanied by a certified check, cashiers check, money order, or bid bond in an amount not less that five percent (5%) of the total base bid. Proposals submitted without a proposal guarantee will not be read at the bid opening.

If a bidder is given a "Notice of Award" and fails to execute the contract as required by the specifications with fifteen (15) calendar days after the notice, he shall forfeit all claims to the contract and the amount of security submitted with his proposal shall be forfeited as liquidated damages.

ACCEPTANCE OF PROPOSAL

The right is reserved by the Owner to accept any proposal, to reject any proposal, and waive irregularities in proposals.

WITHDRAWAL OF PROPOSAL

No bids may be withdrawn after the above date and time for receiving bids for a period of ninety (90) days.

City of Burton
4303 S. Center Road
Burton, Michigan 48519
(810) 743-1500

INSTRUCTION TO BIDDERS

GENERAL

These instructions together with the project specifications and contract agreement shall constitute the terms and conditions of the agreement between the successful bidder and the City of Burton.

PREPARATION OF THE PROPOSAL

A bid on this project shall be made on the proposal form included with this document. Bidders are warned against making any erasures or alterations of any kind. Any proposal which contains omissions, erasures, conditions, alterations, or additions not called for may be rejected at the discretion of the Owner.

Proposals shall not be removed from the bound document. Each proposal shall be submitted in a sealed envelope clearly identifying the project and the name of the bidder.

SIGNING OF PROPOSALS

If the bidder is a Corporation, the legal name of the Corporation shall be set forth together with the signature of the Officer or Officers authorized to sign the contracts on behalf of the Corporation. If the bidder is a Co-Partnership, the true name of the firm shall be set forth together with the signatures of all the partners. If the bidder is an individual, his signature shall be inscribed. If the signature is by an agent other than an officer of a Corporation or a member of a partnership, a power of attorney must be on file with the Owner prior to opening bids or submitting bids, otherwise the bid may be disregarded as irregular and unauthorized. If the bidder is a corporation, then it shall attach a resolution of its Board showing the authority of the person authorized to execute the contract.

REJECTION OF PROPOSALS

Proposals will be rejected if the bidder fails to fill in any unit price or if the proposal is prepared in pencil. Collusion between bidders will be sufficient cause for the rejection of all proposals affected thereby. A bid that is qualified is subject to rejection by the Owner at his discretion.

CONSIDERATION OF PROPOSALS

Proposals received will be compared on the basis of total bid prices. A single contract will be prepared and executed covering all work called for in this document.

EXAMINATION OF SITE AND CONTRACT DOCUMENTS

Prospective bidders shall be responsible for ascertaining all existing conditions under which the proposed work will be performed. Each Bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the contract agreement. The failure of any bidder to receive or examine any form, instrument, addendum or other document, or to be aware of existing conditions shall in no way relieve the Bidder of any obligations with respect to the bid or to the contract.

Each bidder shall make a determination as to conditions and shall assume all risk and responsibility, and shall complete the work in and under any conditions encountered or created, without extra cost to the City.

WITHDRAWAL OF PROPOSALS

A Bidder will be permitted to withdraw his proposal unopened after it has been deposited if such request is received prior to the time specified for opening proposals.

No bid shall be withdrawn after the opening of proposals without the consent of the Owner for a period of ninety (90) days after the scheduled time for receiving bids.

PROPOSAL GUARANTEE

Each proposal submitted to the Owner shall be accompanied by a certified check, cashiers check, money order, or bid bond in an amount not less that five percent (5%) of the total base bid. Proposals submitted without a proposal guarantee will not be read at the bid opening.

If a Bidder is given a "Notice of Award" and fails to execute the contract as required within fifteen (15) calendar days after the notice, he shall forfeit all claims to the contract, and the amount of the security submitted with his proposal shall be forfeited as liquidated damages.

PUBLIC OPENING OF PROPOSAL

All proposals will be opened publicly and read aloud at the time and place hereinbefore specified. Only the total amount of each bid will be read.

All contractors bidding this project and submitting a written request to the Owner will be given a tabulation of all bids received.

BIDDERS QUALIFICATION

No proposal will be considered from any bidder unless known to be skilled and regularly engaged in work of character similar to that covered by this document.

In order to aid the Owner in determining the responsibility of any Bidder, the Bidder shall, within forty-eight (48) hours after being requested in writing by the Owner to do so, furnish evidence satisfactory to the Owner of the Bidder's experience and familiarity with work of the character specified herein.

AWARD OF CONTRACT

The Owner will award the contract for street sweeping to the lowest responsible bidder within a period of ninety (90) days after the opening of the bids.

The bid security received with all bids, except the security submitted with the two (2) lowest bids, will be returned within ten (10) days following the receipt of bids. The bid security of the two (2) lowest acceptable proposals will be returned after the Owner awards to the successful bidder and the required performance bond, insurance, and contract are furnished to the Owner.

LENGTH OF CONTRACT

Once executed, the terms and conditions of this Street Sweeping Contract shall be in full force and effect from date of award to December 31, 2019. The City of Burton reserves the right to extend the contract unit prices for two (2) additional years, one (1) year at a time, through calendar year 2021, upon mutual agreement of both parties. Pricing, terms and conditions of renewal to be determined.

PREVAILING WAGE

This project is subject to the provisions of the July 7, 1980, City of Burton Prevailing Wage Resolution (attached). The City of Burton requires that the rates of wages and fringe benefits to be paid to each class of construction mechanics by the contractors and all of his subcontractors, on the project which is the subject of the contract, shall not be less than the wages and fringe benefits currently prevailing within the City of Burton. Prevailing wage and benefit rates are determined by the Commissioner of the Michigan Department of Labor. The City requires that the successful bidder post a copy of all prevailing wage and benefit rates. Failure to do so may, at the option of the City of Burton, be considered a material breach of this contract, cause the immediate termination thereof, and subject the contractor to costs associated therewith. To get a current copy of Prevailing Wage Schedule, please contact the Bureau of Employment Standards Wage Hour Administration.

Prevailing Wage Resolution

CITY OF BURTON
GENESEE COUNTY, MICHIGAN

RESOLUTION

At a regular Council Meeting of the Burton City Council held on the 7th day of July, A.D., 1980,

IT WAS RESOLVED, by City Council of the City of Burton that:

1. Every construction contract executed by the City of Burton or by the contracting agent must contain express terms as follows:

   a. That the rates of wages and fringe benefits to be paid to each class of construction mechanics by the contractors and all of his subcontractors, on the project which is the subject of the contract, shall not be less than the wages and fringe benefits currently prevailing within the City of Burton.

   b. That the contractor and all of his subcontractors shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, ancestry, sex or age.

   c. Residency: Any contractor or employer of construction employees on projects covered by this resolution shall, when available, employ a majority of employees residing within the geographical areas of Genesee, Lapeer, or Shiawassee Counties, State of Michigan.

2. Each contracting agent, before awarding any contract, shall determine the schedule of prevailing wages and fringe benefits for all classes of construction mechanics called for in the contract. Such wages and fringe benefits shall be those prevailing in the City of Burton, on projects of a character similar to that being contracted under collective agreements or understandings between bona fide organizations of construction mechanics and their employers. Such agreements and understandings, to meet the requirements of this section, shall not be controlled in any way by either an employee or employer organization. Such schedule of prevailing rates of wages and fringe benefits shall be made a part of the specifications for the work to be performed.

3. Every contractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in the contract and shall keep an accurate record showing the name and occupation of, and actual wages and benefits paid to, each construction mechanic employed by him in connection with said contract, and provide such records when requested by an interested party or person.

4. If the contractor or subcontractor is in default in the performance of the covenants set forth in paragraph 1 above, the contracting agent shall proceed to enforce said covenants, and upon the failure of the contractor or subcontractor to abide by said covenants, the contracting agent shall proceed with its remedies as provided for by State and Federal law.

5. If any interested party or person may challenge the performance of the contractor or subcontractor of the covenants of paragraph 1 above by filing a written complaint with the contracting agent, the contracting agent shall then conduct an investigation, which may include a public hearing, to determine whether it will proceed as provided in paragraph 4 above.

6. As used herein,

a. "Contracting Agent" means an officer, board, commission or organization which received directly or indirectly monies or properties from or on behalf of the City of Burton, including without limitation, a lessee or sub-lessee of land owned by the City of Burton.

b. "Contract" means any agreement, as a result of competitive bids or otherwise, for a new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning or improvement of public buildings, works, bridges, highways or roads, which is to be performed in the City of Burton and either on City of Burton property or financed by or through the City of Burton.

c. "Construction Mechanic" means any skilled or unskilled mechanic, laborer, worker, helper, assistant, apprentice or driver, but shall not include executive, administrative, professional, office or custodial employees, and shall not include City of Burton employees who are working pursuant to a collective bargaining agreement between said City and a bona fide labor organization.

7. Contracts which contain provisions requiring the payment of prevailing wages as determined by the United States Secretary of Labor pursuant to the Federal Davis-Bacon Act (United States Code, Title 40, Section 276A, et seq.) or which contain provisions requiring the payment of prevailing wages as determined et seq., or which contain minimum wage schedules which are the same as prevailing wages in the locality as determined by collective bargaining agreements or understandings between bona fide organizations of construction mechanics and their employers, are exempt from the provisions of this resolution.

8. Any lease of property owned by the City of Burton shall include a provision that new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning or improvement of buildings, works, bridges, highways or roads on such property shall be considered work on public buildings, works, bridges, highways or roads within the meaning of provisions 6(b) of this resolution and that the lessee or any sub-lessee will be bound by the provisions of this resolution.

9. It is the intent of this City Council that every contracting agent shall adopt the preceding paragraphs of this resolution.

10. The City of Burton Controller and the City of Burton Engineer are hereby directed to effectuate this resolution on behalf of this Council within their respective spheres of responsibility.

11. The City Clerk is hereby directed to forward to each City Council member, elected official, agency and department a copy of this resolution and a notation of the adoption of it.

12. If any portion of the resolution is declared illegal, the remainder, so far as practicable, shall remain in full force and effect.

CERTIFICATION

The above resolution was duly adopted by the City Council of the City of Burton at a regular meeting of the City Council, held at City Hall, in the City of Burton at seven o'clock P.M. on July 7, A.D., 1980, in conformance with Act 267 of Public Acts of Michigan 1976 by the following vote:

Ayes: 7
Nays: 0

Dated July 8, 1980
Darene Woodbury
Burton City Clerk

5% BID BOND TO BE SUPPLIED BY CONTRACTOR.

PROPOSAL

TO THE CITY OF BURTON
GENESEE COUNTY, MICHIGAN

The undersigned, having become familiar with the local conditions affecting the work to be done and with the Instruction to Bidders, Contract, Bond Form, Plans and Specifications on file at the City of Burton Office, hereby proposes to furnish all labor and equipment and perform all the work shown on the plans and described in the specifications designated as "City of Burton, 2019 Street Sweeping" for the following unit prices:

BID ITEMS

First Sweep (Year 1)

No.	Description of Work	Qty.	Unit	Unit Price	Amount
*1	Sweep Curb & Gutter – Major Streets	38.81	Curb Miles	$	$
*2	Sweep Curb & Gutter – Local Streets	54.51	Curb Miles	$	$
*3	Sweep Curb & Gutter Radiuses Local and/or Major	561	Radiuses at various locations	$	$
*4	Sweep City Parking Lots	26,947	Square Yards	$	$

Second Sweep (Year 1)

No.	Description of Work	Qty.	Unit	Unit Price	Amount
*5	Sweep Curb & Gutter – Major Streets	38.81	Curb Miles	$	$
*6	Sweep Curb & Gutter – Local Streets	54.51	Curb Miles	$	$
*7	Sweep Curb & Gutter Radiuses Local and/or Major	561	Radiuses at various locations	$	$
*8	Sweep City Parking Lots	26,947	Square Yards	$	$

First Sweep (Year 2)

No.	Description of Work	Qty.	Unit	Unit Price	Amount
*9	Sweep Curb & Gutter – Major Streets	38.81	Curb Miles	$	$
*10	Sweep Curb & Gutter – Local Streets	54.51	Curb Miles	$	$
*11	Sweep Curb & Gutter Radiuses Local and/or Major	561	Radiuses at various locations	$	$
*12	Sweep City Parking Lots	26,947	Square Yards	$	$

Second Sweep (Year 2)

No.	Description of Work	Qty.	Unit	Unit Price	Amount
*13	Sweep Curb & Gutter – Major Streets	38.81	Curb Miles	$	$
*14	Sweep Curb & Gutter – Local Streets	54.51	Curb Miles	$	$
*15	Sweep Curb & Gutter Radiuses Local and/or Major	561	Radiuses at various locations	$	$
*16	Sweep City Parking Lots	26,947	Square Yards	$	$

Emergency Sweeps if Necessary

**17	Sweeping Per Hour / Per Sweeper	5 hr.	Per Hour	$	$
***18	Sweeping Per Hour on Emergency Call –	5 hr.	Per Hour	$	$

TOTAL - ITEMS 1-18 $______________

* The City reserves the right to omit any or all of these items from the contract or to increase or to reduce the miles or square yards swept at the unit prices as bid, with no increase in unit price by the Contractor.

****** Sweeping Contractor to respond within 48 hours.

******* Sweeping Contractor must respond within 4 hours or the City has the right to call in another sweeping contractor irrespective of the contract, and current sweeping contractor will be billed for the cost of sweeping.

- The first year of the contract shall include an initial sweep to be performed in the spring (prior to June 1st) and a second sweep (in the fall).

- Subsequent years shall include a first sweep (in the spring), and a second sweep (in the fall). Base contract shall be in effect until December 31, 2020.

- There may be two optional bilateral extension years. Price adjustments, if any, must be approved by both parties.

****NOTE**** No written qualifications on any proposal will be accepted, bids will be rejected if altered.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the Owner, he will, within fifteen (15) consecutive calendar days after receiving notice on the acceptance of such proposal, enter into contract, in the appropriate form to furnish the labor and equipment necessary for the full and complete execution of work at and for the prices named in his proposal. He will furnish to the Owner all required insurance certificates and policies, and furnish such surety as shall be approved by the Owner for the faithful performance of such contract.

The undersigned attached hereto a (Bidder's Bond) (Certified Check) in the sum of ____Dollars ($________________) as required in the Advertisement and the undersigned agrees that in case he shall fail to fulfill his obligations under the foregoing proposal and agreement, the Owner may, at its option, determine that the undersigned has abandoned his rights and interest in such proposal and that the certified check or Bidder's Bond shall be returned to the undersigned upon the execution of such contract and the acceptance of his bonds or upon the rejection of his proposal.

In submitting this bid it is understood that the right is reserved by the Owner to waive any informality in bids, to reject any or all bids, or accept by bid, or any combination of bids, which is considered most favorable to the Owner.

The successful Bidder further agrees to hold his prices firm until ___________________________ or until such time as the contract has been fully executed.

Name of Bidder __________________________

By __________________________

Telephone Number __________________________

Business Address __________________________

Zip Code __________________________

BIDDER'S GENERAL QUESTIONNAIRE

Please give the following information regarding your proposal for this bid:

1. Number of years experience in this work: ___________________

2. List number and types of equipment to be used if awarded this bid: ____

____

3. List the municipalities that you have contracted with during the past ten (10) years for this type of work:

____

____

4. Name of your Bank and other Financial References:

____

____

5. Name of your Insurance carrier:

____

____

6. Comments:

____

____

Signed: ______________________________

Title: ______________________________

Name and Address of Firm: ______________________________

____

____

Date: ______________________________

LEGAL STATUS OF BIDDER

A Corporation duly organized and doing business under the laws of the State of ______________________________for whom __________________________ bearing the official title of __________________________________ whose signature is affixed to this proposal, is duly authorized to execute contracts.

A Partnership, all of the members of which with addresses are:

__________________________________ __________________________________

__________________________________ __________________________________

__________________________________ __________________________________

An Individual, whose signature is affixed to this proposal.

(The Bidder shall fill out the appropriate form and strike out the other two.)

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION:

2019 STREET SWEEPING CONTRACT

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____________ and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $___________.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND and Insurances within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and Insurances within fifteen (15) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this_______________ day of ______________________________, _______.

City of Burton

(Owner)

By: _______________________________

Title: ______________________________

ACCEPTANCE OF NOTICE

Receipt of the NOTICE OF AWARD is hereby acknowledged this, ________ day of _______________, 2019.

By: _______________________________

Title: ________________________________

CONTRACT

CITY OF BURTON

GENESEE COUNTY, MICHIGAN

THIS AGREEMENT MADE this _____ day of ________, 2019, by and between the City of Burton, a Michigan Governmental Corporation, herein called the "Owner" and ______________________, doing business at____and County of _________________ and State of __________, hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made by the Owner, the Contractor hereby agrees to commerce and perform street sweeping and appurtenant services as called for in the contract documents designated as "City of Burton 2019 Street Sweeping", and to furnish all machinery, equipment, tools, superintendents, labor, bonds, insurance, and other accessories necessary to complete the said work, all in conformance with the contract documents, the plans and specifications therefore as prepared by the Department of Public Works for the City of Burton, herein entitled the Owner.

All elements of the plans and specifications are hereby made a part of and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence street sweeping under this contract no later than ten (10) working days following receipt of a written work order from the Owner requesting him to do so.

The Owner agrees to pay the Contractor in current funds for the performance of the contract subject to the actual miles of work completed by the Contractor.

This contract shall remain in full force and effect until December 31, 2020.

IN WITNESS WHEREOF: The parties to these present have executed this contract in all counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

WITNESS:

CITY OF BURTON

____

Paula K. Zelenko, Mayor

____

Bette Bigsby, Acting Clerk

CONTRACTOR:

Company Name ____________________________________

Signature _______________________________________

Name & Title ____________________________________

Attest ____

Name & Title_____________________________________

Note: If Contractor is a Corporation, Secretary should attest. Submit authorized by Board for signer.

SEAL

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _________________________________, as principal, and ______________________ as Surety, are held and firmly bound unto The City of Burton in the amount of five Thousand Dollars ($5000.00) to be paid to the Owner for which payment well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators and assigned firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, WHEREAS, the said ____________________________, did, on the _______ day of ___________, 2019 by articles that date enter into contract with the said Owner for the

2019 STREET SWEEPING CONTRACT

NOW THEREFORE, if the said Contractor shall save and hold harmless the said Owner from all public liability and damages of every description in connection therewith, shall well and faithfully in all things fulfill the said contract according to all the conditions and stipulations therein contained in all respects, and shall save and hold harmless the said Owner from and against all liens and claims of every description in connection therewith, then this obligation shall be void and of no effect; but otherwise it shall remain in full force and virtue and in the event that said Owner shall extend the time for the completion of said work or otherwise modify elements of the contract in accordance with provisions thereof, such extension of time or modification of the contract shall not in any way release the sureties of this bond.

WITNESS our hands and seals this _______ day of ________________, 2019.

WITNESS

________________________ ____________________________(seal)

________________________ ____________________________(seal)

Principal

________________________ ____________________________(seal)

________________________ ____________________________(seal)

Surety

INSURANCE

A. GENERAL

The Contractor shall not begin construction, nor shall he allow any sub-contractor to commence work under this contract until all insurance requirements stated in this section have been complied with.

B. REQUIRED INSURANCE

The Contractor shall procure and maintain during the life of this contract, the following minimum insurance coverages.

1. WORKMEN'S COMPENSATION INSURANCE

The Contractor shall furnish to the Owner satisfactory proof that he has taken out, for the period covered by the work under this contract, full Workman's Compensation Insurance, as required by Michigan law, for all persons which he may employ in carrying out the work contemplated under this contract. In case any work under this contract is sublet, the prime contractor shall require each sub-contractor to provide Workman's Compensation Insurance for all the sub-contractor's employees to be engaged in such work.

The Owner will accept a certificate that the contractor is covered with Workman's Compensation Insurance. The certificate shall include but be not limited to, the policy number, the effective date, the expiration date, and the statement that coverage is provided for the class of employees doing street paving and excavating work. In case any class of employees engaged in street paving is not protected under the Workman's Compensation Insurance policy, the Contractor shall provide, and shall cause each of his sub-contractors to provide, adequate Employers' Liability Insurance for the protection of the employees not so protected. The minimum Employer's Liability Insurance shall be one hundred thousand dollars ($100,000.00).

2. CONTRACTOR'S COMPREHENSIVE PROPERTY DAMAGE & BODILY DAMAGE

The Contractor shall take out and pay for and maintain until completion of the work required by this contract, public liability and property damage insurance as shall protect him from claim for personal injury and property damage which may arise because of the work, or from operations under this contract. This insurance shall be on an occurrence basis and shall protect the contractor, against liability arising from: his operations, operations of sub-contractors, completed operations and contractual liability assumed under the indemnity provisions hereinafter insured.

Each of said policies of insurance shall provide coverage in the following minimum amounts:

COVERAGE	LIMITS OF LIABILITY
Comprehensive Property Damage	$500,000 each occurrence $1,000,000 aggregate
Comprehensive Bodily Damage	$500,000 each person $1,000,000 each occurrence Unlimited aggregate

Contractors desiring to use "excess insurance" or "umbrella coverage" to bring existing policies up to the limitations required by this contract shall submit copies of the policy for review by the Owner. A certificate of excess insurance will not be accepted.

The public liability and property damage insurance shall not be deemed to require the Contractor to have his sub-contractors named as co-insureds in his policy of public liability and property damage, but the policy shall protect him from contingent liability, which may arise from operations of his sub-contractors.

3. CONTRACTOR'S MOTOR VEHICLE LIABILITY INSURANCE

The Contractor shall procure and maintain during the life of this contract insurance for the protection of bodily injury and property damage to OTHER persons caused by the operation of his motor vehicles. The limits of liability shall be as follows:

COVERAGE	LIMITS OF LIABILITY
Bodily Injury	$500,000 each person $1,000,000 each occurrence
Property Damage	$500,000 each occurrence $1,000,000 aggregate

In addition to the above insurance on the Contractor's motor vehicles he shall maintain similar insurance for any hired or non-owned vehicle used on this contract. These policies shall cover, by specific endorsement, motor vehicle bodily injury and property damage by the Contractor and all sub-contractors whether with owned or non-owned vehicles.

4. OWNER'S PROTECTIVE LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall furnish and maintain during the duration of this contract A SEPARATE POLICY of contingency insurance naming the Owner, City of Burton, a Michigan Governmental Corporation, its officers, agents and employees as insureds. The separate policy shall provide coverage to said insureds with respect to all CONTINGENT LIABILITY for damages due to bodily injury, including death resulting therefrom and property damage caused by an accident arising from the street paving and excavation operations performed by the prime contractor or any sub-contractor. This insurance shall protect the insured against contingent liability, which may be imposed upon him by law because of his supervisory acts or omission thereof in connection with the work performed by the general contractor and his sub-contractors.
This contingent liability insurance must be on an occurrence basis and said policy shall provide coverage to the following stated limits:

COVERAGES	LIMITS OF CONTINGENT LIABILITY
Bodily Injury Liability	$500,000 each person $1,000,000 each occurrence
Property Damage Liability	$500,000 each occurrence $1,000,000 aggregate

This coverage provided by this contingent liability policy is not intended to cover engineers or surveyors professional liability.

The insurance company shall provide five (5) copies of this policy for insertion into the contract document.

C. CERTIFICATES OF INSURANCE

Certificates of insurance will be accepted for all coverages except Owners and Contractors Protective Liability Insurance and excess insurance for Contractors Comprehensive Property Damage and Bodily Injury. These certificates shall clearly state that the authorized representative of the insurance company has complied with the provisions as required by this insurance section. The certificate must state which particular project is covered by that particular certificate.

D. NOTICE OF CANCELLATION

All insurance policies and certificates required by this contract must include an endorsement providing ten (10) days prior written notice of termination, expiration or material change in terms to be provided to the Owner. The Contractor shall cease operations on the occurrence of any such event, and shall not resume operations until new insurance is in force.

E. HOLD HARMLESS AGREEMENT

The Contractor agrees to indemnify and save harmless the Owner and all of their officers, partners, agents and employees from and against all loss of expense (including court costs and attorney's fees) by reason of liability imposed by law upon the Owner for damages because of bodily injury, including death at any time, resulting therefrom sustained by any person or persons or on account of damage to or destruction of property, real or personal, including loss of use thereof, arising out of or in consequence of performance of this work whether such injuries to or death of persons or damage to property is due or claimed to be due to the negligence of the Contractor, his sub-contractors, the Owner, their officers, partners, agents and employees except only such injury, death or damage as shall have been occasioned by the sole negligence of the Owner.

NOTE: This Certificate of Insurance must be executed after the award of the contract and before work commences.

PROJECT SPECIFICATIONS

SCOPE OF WORK

The work to be done under these specifications includes the furnishing of all labor and equipment necessary for the performance of designated street and parking lot sweeping and cleaning services.

ALL SWEEPING WORK SHALL BE DONE BETWEEN THE HOURS OF 7:00 AM. AND 3:00 P.M., MONDAY THROUGH FRIDAY, UNLESS APPROVED TO THE CONTRARY BY THE DIRECTOR OF PUBLIC WORKS. Sweeping shall not be done on Holidays or when adverse weather conditions exist.

DEFINITIONS

DEBRIS: Any material normally picked up by a mechanical sweeper such as sand, salt, glass, paper, cans, and other material. It shall also include such items as large stones, tree limbs, wood, cable, rubber, car and truck parts, and other such materials in the areas to be swept.

STREET: The paved area between the normal curb line of a roadway whether an actual curb line exists or not.

PARKING LOT: Shall mean the City owned parking lots at City Hall, 4303 South Center Road; DPW, 4093 Manor Drive; The Burton Senior Citizen's Activity Center, 3410 South Grand Traverse Road; Burton Police & Fire Building, 4090 Manor Drive; Burton Memorial Library, 4012 Atherton; Fire Station #1, 2035 Bristol; Fire Station #2, 1320 S. Belsay; and Fire Station #3, 4515 Davison.

ADVERSE WEATHER CONDITIONS: Shall mean heavy rains, extreme cold and snow, and other inclement weather as so designated by the City Engineer/Street Superintendent.

HOLIDAYS: Shall be New Years Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

EQUIPMENT REQUIREMENTS

The Contractor shall utilize motorized street sweeping equipment suitable for meeting the requirements of this contract. Street sweeping shall be capable of dumping directly into trucks or of transporting debris to suitable dumpsites. Machines must be equipped with an efficient functioning water spray system for dust control, and the spray system must be maintained in good operating condition. Vehicles must be equipped with gutter brooms and a main broom or vacuum capable of sweeping at minimum an eight feet (8') path. A sufficient supply of spare brooms and other parts must be kept on hand to ensure the timely and continuous fulfillment of this contract. Street sweeping equipment must be capable of removing debris. All equipment must conform to federal, state and local safety standards, and shall be properly registered and insured in accordance with the motor vehicle laws of the State of Michigan.

OWNER'S OBLIGATIONS

The City of Burton will provide water at Contractor expenses. Hydrant access will be at designated points throughout the City. A list of usable hydrants will be furnished to the contractor by the Superintendent of the Water Department.

CONTRACTOR'S OBLIGATIONS

The Contractor must be able to meet all the requirements of the project. It will be the Contractor's responsibility to find adequate disposal sites for dumping debris. The Contractor shall provide all fuel and vehicle maintenance. The Contractor will apply water to streets as necessary to minimize creation of dust during sweeping operations. The Contractor will be required to maintain a record of the number of loads of City water that are used daily during the course of the work. This information shall be reported daily to the Utilities Superintendent.

The Contractor shall conduct all street sweeping in the direction of traffic flow. Street sweeping shall not be conducted when weather conditions are not suitable. The Contractor will be required to perform hand sweeping as needed to remove debris not picked up by his street sweeping equipment. Likewise, the Contractor will be required to remove all leaves, twigs, limbs, rocks, and other obstructions at curb inlets and catch basins.

The Contractor must have a Supervisor or Foreman available at all times to direct operations. This Supervisor or Foreman will report to Owner any problems that occur, and provide daily progress reports.

Proper traffic control and traffic control devices must be maintained at all times.

The Contractor cannot have a sublet or assign this contract in whole or in part without the written authorization of the Director of Public Works.

SCHEDULING WORK

In each year, the First Sweep shall begin by April 1st or as directed by the City, shall begin with the Local Streets followed by the Major Streets, and shall be completed by May 31st. Additional sweeps may be requested by the Owner as conditions require. The second sweep shall begin October 15th and shall be completed by November 30th. The Second Sweep shall start with City Major Streets. The Contractor will be duly notified of the areas to be swept in a written work order from the City. Once notified, the Contractor will be required to begin the work as soon as practical, but no later than ten (10) working days from receipt of the written notice.

PROGRESS REPORT

The Contractor will be required to notify the City on a weekly basis the status of streets that have been swept. Notification will be by fax. Notification will include a list of streets that have been swept for that week. Notifications will be faxed to the DPW at (810) 742-8015, or emailed to the DPW Director at r.slattery@burtonmi.gov, by noon on Friday.

FAILURE TO COMPLETE WORK ON TIME

The Contractor shall complete the entire project on or before the time specified in the contract or by authorized extension without Liquidated Damages. The Contractor will be charged the amount shown in Table 108-1 of the MDOT 2003 Standard Specifications for each calendar day that the work shall remain uncompleted.

DISPOSAL OF DEBRIS

The Contractor will be responsible to dispose of ALL debris in accordance with DEQ requirements. The Contractor must provide the City of Burton with copies of the dumping slips from a certified dumpsite assuring the City of Burton that the Contractor is in compliance with this requirement. Payment for disposal is included in the bid items.

INSURANCE REQUIREMENTS

The Contractor will be required to furnish the insurance called for in the insurance section of this document.

PAYMENT FOR WORK

Payment will be made to the Contractor upon completion of the requested work. Payment will be figured on the actual units of work completed multiplied by the unit prices contained in the proposal.

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

ADOPTED

Meeting: 04/15/19 07:00 PM
Department: Clerk's Office
Category: Appointment
Prepared By: Bette Bigsby
Department Head: Bette Bigsby

AGENDA ITEM (ID # 4336)

DOC ID: 4336

Approve and authorize the Mayor's appointment of Neil R. Martz, 1441 Allen Street, Burton, MI 48529 as our resident member to the Downtown Development Authority, with a term ending January 2023.

ATTACHMENTS:

- Martz (PDF)

(For Re-appointment
Term Expired: Jan 2019.)

OK

City of Burton
4303 S. Center Road
Burton, MI 48519
810-743-1500
www.burtonmi.gov

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

NAME: MARTZ NEIL R.
(Please Print) (Last) (First) (Middle Initial)

HOME ADDRESS: 1441 ALLEN ST BURTON 48529 810-969-3133
(Street) (City/Zip) (Phone)

EMAIL ADDRESS: BURTON29ER@GMAIL.COM

HOW LONG HAVE YOU LIVED IN BURTON? 35 YRS (PREVIOUSLY RES. IN 09, 19 & 29 ZIP CODES IN BURTON) ARE YOU A U.S.CITIZEN: YES

DO YOU WORK IN BURTON? RETIRED GCWWS LENGTH OF TIME EMPLOYED IN BURTON: BURTON CITY 8 YRS

If you work in Burton, please list the name and address of the business:

(Business Name) (Number/Street) (Phone)

PLEASE LIST WHICH BOARD/COMMISSION YOU ARE INTERESTED IN: DDA & PLANNING COMMISSON

WHAT SPECIALTIES/EXPERIENCE/EDUCATION DO YOU BRING TO THIS BOARD/COMMISSION:
(Attach additional sheet if necessary)
33 YRS OF GOVERNMENT SERVICE, EX CERTIFIED BLDG INSP., PUBLIC WORKS INSP., 16 YRS ADMIN, BLDG & ZONING, EX SOIL EROSION AGENT FOR GENESEE CO. 14 YRS DIR OF INSPECTION, CONSTRUCTION & PERMIT AGENT TO STATE FOR LOCAL GOV. TO STATE DEQ FOR WATERMAIN & SANITARY SEWER LINK (PUBLIC)

LIST ANY CIVIC/COMMUNITY ACTIVITIES THAT ARE YOU INVOLVED IN:
(Attach additional sheet if necessary)
HABITAT FOR HUMANITY, CITY OF BURTON DDA

Please return this form to the City Clerk's Office at the above address for processing. This information will be provided to the City Council, on a public agenda, for the use in making appointment to the various Boards and Commissions at the City Council Meeting.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Neil R Martz
(Signature)

3-18-2019
(Date)

Y:\Documents\Master Documents\BOARD BOOK

Attachment: Martz (4336 : DDA Appointment)

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

Meeting: 04/15/19 07:00 PM
Department: Clerk's Office
Category: Appointment
Prepared By: Racheal Boggs
Department Head: Bette Bigsby

ADOPTED

AGENDA ITEM (ID # 4341)

DOC ID: 4341

Approve and authorize the Council appointment of Joey Richvalsky to City of Burton Zoning Board of Appeals Alternate, term serving April 2019 through March 2022.

ATTACHMENTS:

- Joey Richvalsky letter of intent (PDF)

Office
(810) 743-0600
Fax
(810) 743-0654

Not
With Seal

Richvalsky & Sons Realty Co.

Brokers and Appraisers
G-4387 South Saginaw Street
Burton, MI 48529

"Irish Joe" Richvalsky (1907-1993)
Joseph S. Richvalsky, Broker
State Certified Appraiser

Candidate
Zoning Alternate
JR

January 9, 2019

Mayor Paula Zelenko
Burton City Hall
4303 S. Center Rd.
Burton, MI 48519

Dear Mayor Zelenko;

Please be informed that I would greatly appreciate the opportunity to serve on the Burton Zoning Board of Appeals as I understand that presently, there is a vacancy on that board. My involvement in the city, all of my life, as a resident and business person behooves me to act. At your recommendation, please, and with council approval; I would be proud to serve.

Respectfully,

Joseph S. Richvalsky

Joseph S. Richvalsky

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

TABLED

Meeting: 04/15/19 07:00 PM
Department: Mayor's Office
Category: Finance
Prepared By: Rik Hayman
Department Head: Rik Hayman

AGENDA ITEM (ID # 4330)

DOC ID: 4330

Approve and Authorize a waiver of payment on all outstanding fees and penalties attached to the delinquent personal property taxes for Southmoor Golf Course, 4312 S. Dort Highway, Burton, MI 48519 (Parcel No. 59-80-618-013), totaling $3,383.57.

ATTACHMENTS:

- Southmoor (PDF)

City of Burton

4303 South Center Rd
Burton, MI 48519
(810) 743-1500

Southmoor Golf Course
4312 S Dort Hwy
Burton, MI 48519

March 18, 2019

Parcel #: 59-80-618-013

Delinquent Personal Property Taxes

Year	Summer/Winter	Tax	Interest	Paid	Total
2018	Winter	934.03	41.61	-	975.64
2018	Summer	2,894.26	200.59	-	3,094.85
2017	Winter	858.81	85.03	-	943.84
2017	Summer	2,896.60	358.49	-	3,255.09
2016	Winter	871.71	129.46	-	1,001.17
2016	Summer	2,874.13	498.00	-	3,372.13
2015	Winter	862.36	98.19	-	960.55
2015	Summer	2,940.62	407.61	-	3,348.23
~~2014~~	~~Winter~~	~~845.68~~	~~66.98~~	~~845.68~~	~~66.98~~
~~2014~~	~~Summer~~	~~2,957.76~~	~~585.70~~	~~-~~	~~3,543.46~~
2013	Winter	748.45	318.65	-	1,067.10
2013	Summer	2,304.60	593.26	-	2,897.86
Total		**$21,989.01**	**$3,383.57**	**$845.68**	**$24,526.90**

Please remit payment to:

City of Burton
4303 S. Center Rd
Burton, MI 48519

Please return this part with your payment

Pay this tax to:

City of Burton
4303 South Center Rd
Burton, MI 48519

Year	Taxes
2018	$975.64
2018	$3,094.85
2017	$943.84
2017	$3,255.09
2016	$1,001.17
2016	$3,372.13
2015	$960.55
2015	$3,348.23
2014	$66.98
2014	$3,543.46
2013	$1,067.10
2013	$2,897.86

Southmoor Golf Course
4312 S Dort Hwy
Burton, MI 48519

Parcel #: 59-80-618-013

$24,526.90

Delinquent Personal Property Taxes

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

TABLED

Meeting: 04/15/19 07:00 PM
Department: Mayor's Office
Category: Finance
Prepared By: Rik Hayman
Department Head: Rik Hayman

AGENDA ITEM (ID # 4331)

DOC ID: 4331

Approve and Authorize a waiver of payment on all outstanding fees and penalties attached to the delinquent personal property taxes for Papa Joe's Pizza/All Star Sports Bar, 4312 S. Dort Highway, Burton, MI 48519 (Parcel No. 59-80-595-610), totaling $2,195.78.

ATTACHMENTS:

- Papa Joes (PDF)

City of Burton

4303 South Center Rd
Burton, MI 48519
(810) 743-1500

PAPA JOE'S PIZZA/ALL STAR SPORTS BA
4312 S Dort Hwy
Burton, MI 48519

March 18, 2019

Parcel #: 59-80-595-610

Delinquent Personal Property Taxes

Year	Summer/Winter	Tax	Interest	Paid	Total
2018	Winter	551.16	24.56	-	575.72
2018	Summer	1,707.88	118.37	-	1,826.25
2017	Winter	561.25	55.57	-	616.82
2017	Summer	1,893.09	234.29	-	2,127.38
2016	Winter	569.69	84.61	-	654.30
2016	Summer	1,878.39	325.46	-	2,203.85
2015	Winter	563.59	64.17	-	627.76
2015	Summer	1,921.85	266.39	-	2,188.24
2014	Winter	552.69	43.78	552.69	43.78
2014	Summer	1,933.05	382.79	-	2,315.84
2013	Winter	488.99	208.19	-	697.18
2013	Summer	1,505.66	387.60	-	1,893.26
Total		**$14,127.29**	**$2,195.78**	**$552.69**	**$15,770.38**

Please remit payment to: **City of Burton**
4303 S. Center Rd
Burton, MI 48519

Please return this part with your payment

Pay this tax to:
City of Burton
4303 South Center Rd
Burton, MI 48519

Year	Taxes
2018	$575.72
2018	$1,826.25
2017	$616.82
2017	$2,127.38
2016	$654.30
2016	$2,203.85
2015	$627.76
2015	$2,188.24
2014	$43.78
2014	$2,315.84
2013	$697.18
2013	$1,893.26

PAPA JOE'S PIZZA/ALL STAR SPORTS BA
4312 S Dort Hwy
Burton, MI 48519

Parcel #: 59-80-595-610

Delinquent Personal Property Taxes **$15,770.38**

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

Meeting: 04/15/19 07:00 PM
Department: Mayor's Office
Category: Finance
Prepared By: Rik Hayman
Department Head: Rik Hayman

TABLED

AGENDA ITEM (ID # 4332)

DOC ID: 4332

Approve and Authorize a payment plan on the delinquent personal property taxes for Southmoor Golf Course, 4312 S. Dort Highway, Burton, MI 48519 (Parcel No. 59-80-618-013), in monthly installments of no less than $_______ to be paid in full by __________.

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

TABLED

Meeting: 04/15/19 07:00 PM
Department: Mayor's Office
Category: Finance
Prepared By: Rik Hayman
Department Head: Rik Hayman

AGENDA ITEM (ID # 4333)

DOC ID: 4333

Approve and Authorize a payment plan on the delinquent personal property taxes for Papa Joe's Pizza/All Star Sports Bar, 4312 S. Dort Highway, Burton, MI 48519 (Parcel No. 59-80-595-610), in monthly installments of no less than $_______ to be paid in full by __________.

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

TABLED

Meeting: 04/15/19 07:00 PM
Department: Mayor's Office
Category: Elections
Prepared By: Rik Hayman
Department Head: Rik Hayman

AGENDA ITEM (ID # 4334)

DOC ID: 4334 A

Approve and authorize the City Attorney to research and provide written opinion as to the advisability of seeking Circuit Court action to waive the delinquent personal property taxes for Summer and Winter 2013 for Southmoor Golf Course, 4312 S. Dort Highway, Burton, MI 48519 (Parcel No. 59-80-618-013) for a total of $3,964.96.

TABLED

AGENDA ITEM (ID # 4335)

DOC ID: 4335 A

Approve and authorize the City Attorney to research and provide written opinion as to the advisability of seeking Circuit Court action to waive the delinquent personal property taxes for Summer and Winter 2013 for Papa Joe's PIzza/All Star Sports Bar, 4312 S. Dort Highway, Burton, MI 48519 (Parcel No. 59-80-595-610) for a total of $2,590.44.

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

DRAFT

Meeting: 04/15/19 07:00 PM
Department: Clerk's Office
Category: Ordinance
Prepared By: Bette Bigsby
Department Head: Bette Bigsby

AGENDA ITEM (ID # 4345)

DOC ID: 4345

Approve and authorize the first reading of Ordinance 2019 - ___ - 51; An ordinance amending Chapter 51, the Water Ordinance, of the City of Burton Code of Ordinances to update building materials and standards, to revise process for connection and treatment charges and for fees and billings, and to provide the penalty for the violation thereof.

ATTACHMENTS:

- water ordinance updates. 2. 4.8.19 (DOCX)

CITY OF BURTON
GENESEE COUNTY, MICHIGAN

ORDINANCE NO. 2019- ___ - 51

AN ORDINANCE TO AMEND CHAPTER 51, WATER, OF THE CITY OF BURTON CODE OF ORDINANCES BY THE UPDATE OF BUILDINGS AND STANDARDS, REVISION OF PROCESS FOR CONNECTION AND TREATMENT CHARGES AND FOR FEES AND BILLINGS AND TO PROVIDE THE PENALTY FOR THE VIOLATION THEREOF

THE CITY OF BURTON ORDAINS:

SECTION I

Chapter 51 of the Code of ordinances of the City of Burton shall be and is hereby amended as follows:

§ 51.001 DEFINITIONS.

TAP, METER, INSPECTION AND APPROVAL FEE. The amount charged to each applicant by the County or City at the time an application is made to the city to connect the premises in the city to the water distribution system to cover the cost of the water meter, the cost of installing the line from the main to the property line, the cost of the corporation stop and curb box, curb stop, and pipe, the cost of inspection and approving the physical connection from the curb box to the meter, and the issuance of a connection permit.

WATER SUPPLY DISTRICT or ***DISTRICT.*** The county loop, and city water supply system in the city, established and constructed by the county or city, including all extensions, enlargements, and improvements thereto in the area served by the system in the city.

§ 51.003 METERING; RATES.

(A) UNCHANGED

(B) The rates shall be estimated to be sufficient to provide for the payment of the expenses of administration and operation, and the expenses for the maintenance of the system necessary to preserve the same in good repair and working order, to comply with Federal and State Safe Drinking Water Acts and related regulations, to provide for the payment of the interest upon the principal of any bonds authorized to be issued as and when the same become due and payable, to build up a reserve for depreciation of the existing system and for improvements, betterments, and extensions thereto other than those necessary to maintain the same in good repair and working order as hereinbefore provided in this section. The charges for water supply services in effect at the time of adoption of this section shall continue in effect until revised by the Council.

§ 51.005 NO FREE SERVICE; UNLAWFUL USE.

(A) No free service shall be furnished by the system to any person, firm, corporation, public or private, or to any public agency or instrumentality. The city shall pay for all water used by it at the established rates, from the current funds of the city. It shall be unlawful for any person to take or use water from any watermain, water service pipe, or stop cock connected therewith, except for use in connection with the premises for the supplying of which that service pipe was installed, without first having obtained a permit for that use from the Department and without first having paid for that permit the sum established.

(B) Any person who owns or who is in lawful possession of any premises where water has been unlawfully turned on shall be guilty of a misdemeanor.

§ 51.023 UNAUTHORIZED CONNECTION PROHIBITED.

Only authorized city employees or persons or firms authorized by the Department shall tap or make connection to the water supply district or distribution system of the water system.

§ **51.029 ENDANGERED SUPPLY; EMERGENCY USE RESTRICTIONS; NOTICE.**

(A) Whenever the Mayor (or the highest ranking operating official) of the city receives notification, that the supply or pressure demand of water cannot be accommodated and general welfare is likely to be endangered, or conditions within the water system of the city are likely to endanger the general welfare of the consumers, the Mayor (or the highest ranking operating official) shall determine that a state of emergency exists and prescribe the following regulations, which shall apply for all properties connected to the city water system:

Sprinkling of lawns and landscaping and all outdoor water use shall only be allowed for properties with even-numbered addresses on even-numbered dates within a month and for properties with odd-numbered addresses on odd-numbered dates within a month.

(B) Whenever the Mayor (or the highest-ranking operating official) receives notification that provisions in subsection (A) are not sufficient, or conditions within the water system are likely to endanger the general welfare of the consumers, the following emergency regulations shall apply for all properties connected to the city water system:

Sprinkling of lawns and landscaping and all outdoor water use shall not be allowed.

(C) The city, within 24 hours of notification, shall cause these regulations to be posted at the city's public offices and publicly announced by means of broadcasts or telecasts by the stations with a normal operating range covering the city, and may cause the announcement to be further declared in newspapers of general circulation when feasible.

(1) UNCHANGED

(2) Upon notification from the Keregnondi Water Authority and in conjunction with the Drinking Water and Radiological Protection Division of the State Department of Environmental Quality that the emergency regulations are no longer necessary, the city shall cause a public announcement lifting the water restrictions.

§ 51.041 COUNTY STANDARDS ADOPTED BY REFERENCE; INSTALLATION AND MATERIALS; SPECIFICATIONS.

The installation and materials specifications and standards shall be set by the City in accordance with the Genesee County Drain Commissioner Division of Water and Waste Services standards and specifications, which are hereby adopted by reference and may be changed by the GCDC from time to time.

§ 51.045 APPLICATION FOR CONNECTION OUTSIDE CITY.

Application for connection outside the city shall provide, among other items, that the consumer of water in territory outside of the city shall make an application in writing for the supply of water and shall deposit with that application an amount to secure payment of all bills against the depositor. The applicant shall purchase a water meter from the Department this meter shall be under the control of the Department during the time that water may be so supplied.

§ 51.067 METERS PROPERTY OF DEPARTMENT.

(A) UNCHANGED

(B) The Department shall determine the water meter size for the service. Where application is made for a larger than normal meter, the Department shall determine if a meter of that size will be permitted.

§ 51.085 WATER METERS ON PRIVATE SUPPLY.

(A) UNCHANGED

(B) (1) UNCHANGED
(2) UNCHANGED
(3) UNCHANGED

(4) REMOVED

§ 51.115 FIRE HYDRANTS; SPECIFICATIONS.

No hydrant shall be installed in the city unless having met the City's engineering specifications and having received approval from the Department.

§ 51.116 UNAUTHORIZED USE; OBSTRUCTION PROHIBITED.

(A) No person, except an employee of the city in the performance of his or her duties, shall open or use any fire hydrant, including hydrants located on private property or located outside the city and serviced by city water, except in case of an emergency, without first being specifically authorized by the Department and paying those charges as may be prescribed by Council and amended by resolution from time to time.

(B) UNCHANGED.

§ 51.117 REPAIR OR REPLACEMENT; EXPENSE.

The Department shall repair or replace fire hydrants on private property when it has been determined that neglect has occurred in the maintenance of the hydrant or hydrants. The cost of this work shall be borne by the owner at rates set by Council and amended by resolution from time to time.

§ 51.118 FIRE HYDRANT FEE; DISPOSITION.

A fire hydrant fee, if established by resolution of the Council shall be used to offset the cost of hydrant maintenance, repair, and replacements. The fee shall also cover the oversizing of watermains to ensure system capacity can meet minimum fire demands.

§ 51.119 HYDRANT RENTAL – REMOVED IN ENTIRETY

§ 51.135 CONNECTION CHARGES.

(A) *Initial fees required.* Owners of premises in which public municipal water is used or who hereafter improve the premises by the erection of a building shall pay a connection charge, or advance construction charge, and a tap-in fee computed on the basis of unit factors, as established on the Equivalent User Table–Appendix A or Appendix B as established by resolution of Council and amended from time to time., at the time a connection permit or construction permit is issued.

(B) *Tap-in fees.*

(1) *Indirect connection.* Where premises are connected indirectly to a public watermain installed at the expense of the owner or by special assessment or at the

expense of the subdivider or the developer of the premises or by the city, when cost recovery is to be made by a construction charge, established by resolution of the City Council and not at the unreimbursed expense of the city, the connection charge shall be as set by the City Council, and amended by resolution from time to time.

(2) UNCHANGED

(C) *Expansion.* The owner of any premises within the city who shall expand the use or change the nature of the use of any premises subsequent to the calculation and imposition of the initial connection charge as provided by this section, prior to the issuance of a building permit, if required, shall be assessed an additional connection charge in accordance with this ordinance, as amended, in the event it is determined that the expansion or change in use results in an increase of the premises' REU factor as expressed on the Equivalent User Table—Appendix A or Appendix B as set by resolution of Council and amended from time to time.

(D) UNCHANGED

(E) UNCHANGED

(F) UNCHANGED

§ 51.137 UNIT CLASSIFICATION OF PREMISES.

(A) The number of units to be assigned to any particular premises used for any purpose or purposes shall be determined on the basis of the Equivalent User Table—Appendix A or Appendix B as set by resolution of Council and amended by resolution from time to time. If the circumstances justify, more than 1 unit may be assigned to a single-family dwelling. No less than 1 unit shall be assigned to each premises, but units in excess of 1 may be computed and assigned to the nearest whole unit. If subsequent changes in use of a premises increases or decreases the unit classification, the number of units assigned to the premises may be increased or decreased.

(B) UNCHANGED

§ 51.141 EMERGENCY REPAIRS; EXPENSE.

The Department, in case of emergency, may repair any service pipes. Charges for the repairs will be the responsibility of the premises served and will be billed at actual time and material costs, including overhead and equipment rental, plus an administrative fee as established by Council and amended by resolution from time to time.

§ 51.144 LIEN OF DELINQUENT ACCOUNTS; RENTAL PROPERTY RESPONSIBILITY.

(A) The foregoing charges, including penalties and interest accrued to any premises shall be a lien on the premises, and on May 1 of each year the City Treasurer shall certify to the City Assessor any charges which have been delinquent for 6 months or more, who shall enter the same upon the next tax roll against the premises, and the charges and penalties and interest accrued thereon shall be collected and this lien enforced in the same manner as provided in respect to city taxes assessed upon the roll.

(B) Whenever the owner of property serviced by either or both city sewer and water systems shall have the premises rented or leased to another, the property owner may file an affidavit of non- responsibility with the City Treasurer, together with a deposit which shall be held as a guarantee of payment of all charges, including shut-off and turn-on fees. Any portion of the deposit not used for the payment of delinquent charges shall be returned to the depositor (as reflected in the affidavit of non-responsibility) upon discontinuance of service to the property, or may be transferred to the credit of a future occupant by written request to transfer received from the depositor.

(1) Deposits shall not bear interest, and in the event that a deposit has been made which is unclaimed by the original depositor within 5 years following discontinuance of service to the tenant(s) reflected on the affidavit, and the city has not received a written request to transfer the deposit to a successor tenant, then the city may forfeit the deposit and transfer the deposit to the water fund or sewer fund of the city.

(2) In the event the city is notified of a change of ownership or occupancy at a premises where an affidavit of non-responsibility has been filed, the city shall require the successor owner or occupant to place a new deposit with the city unless the original depositor shall have transferred the deposit to the owner or successor occupant by a written transfer. The city shall not be obligated to return an original or successor owner or occupant's deposit unless the person entitled thereto shall apply to the City Treasurer for the return thereof.

(C)

(1) The filing of an affidavit of non-responsibility and deposit shall preclude the city from placing a lien upon the premises in accordance with M.C.L.A. § 123.165 for usage charges, although property owners shall, however, remain liable for all tap-in (connection) charges for the use of the city water and sewer supply systems and these charges may be entered upon the tax roll, and shall remain liable for all water and sewer fees during the time(s) when the property is not occupied by a tenant or an approved affidavit has not been accepted and is not on file with the city.

(2) The filing of an affidavit of non-responsibility shall further have the effect of waiving liability for usage charges as to the property owner for that property for so long as the affidavit and deposit remain on file with the city and all

annual fees, if applicable, are paid.

(D) An affidavit of non-responsibility shall be in the form as prescribed by the City Treasurer and shall, in addition to the signature of the owner, be executed by the person(s) in possession of the premises and using the services.

(E) There shall be 2 categories of affidavits of non-responsibility and the property owner or occupant responsible for payment of the water bill may elect to file either 1 or neither of the 2 alternatives.

(1) (a) An affidavit of non-responsibility with request for monthly billing shall be accompanied by a deposit initially established at $225. In addition to the deposit the property owner or tenant shall pay an annual fee to the city initially established at $45 for the first year, and $30 for each year thereafter that the affidavit of non-responsibility remains on file with the city. Failure to pay the annual fee will cause the affidavit of non-responsibility to become null and void immediately and without notice to the property owner or to the tenant.

(b) Whenever an affidavit of non-responsibility with request for monthly billing shall be properly filed with the required deposit and affidavit fee, then the city will read the water meter of the premises monthly. The city will further submit monthly billings to the tenant at the subject premises and discontinue waster service if the bill is not paid in full after 30 days from its due date in accordance with the procedure established in § 51.143(C).

(2) (a) An affidavit of non-responsibility with request for quarterly bill shall be accompanied by a deposit initially established at $675 and amended by resolution of Council from time to time. There shall be no fee forthe filing of this type of affidavit.

(b) Whenever an affidavit of non-responsibility with request for quarterly billing shall be properly filed with the required deposit, the city will read the water meter and bill usage fees quarterly. Service discontinuance shall be in accordance with § 51.143(C) (1).

§ 51.145 SERVICE RATES.

(A) All charges, fees and deposits for water service to each premises within the city connected with the water supply system shall be established by the City Council, and amended by resolution from time to time.

(B) All water used shall be at the uniform commodity charge as set by the City Council, and amended by resolution from time to time.

(C) (1) No free service shall be furnished by the system to the city or to any person, firm, or corporation, public or private, or to any public agency or instrumentality.

(2) The city shall pay for all water used by it at the foregoing rates.

SECTION II

If any section, sentence, clause, or phrase of the Ordinance is for any reason held to be invalid or unconstitutional by a decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION III

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

SECTION IV

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 from publication.

SECTION V

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: PAULA ZELENKO, MAYOR

____
By: BETTE BIGSBY, ACTING CLERK

Ordinance introduced on:
Second Reading:
Publication date:
Effective date:

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

DRAFT

Meeting: 04/15/19 07:00 PM
Department: Clerk's Office
Category: Ordinance
Prepared By: Bette Bigsby
Department Head: Bette Bigsby

AGENDA ITEM (ID # 4346)

DOC ID: 4346

Approve and authorize the first reading of Ordinance 2019 - ___ - 52; An ordinance amending Chapter 52, the Sewer Ordinance, of the City of Burton Code of Ordinances to update building materials and standards, to revise process for connection and treatment charges and for fees and billings, and to provide the penalty for the violation thereof.

ATTACHMENTS:

- sewer ordinance update 4.18.19 (DOCX)

CITY OF BURTON
GENESEE COUNTY, MICHIGAN

ORDINANCE NO. 2019- ___ - 52

AN ORDINANCE TO AMEND CHAPTER 52, SEWER, OF THE CITY OF BURTON CODE OF ORDINANCES BY THE UPDATE OF BUILDINGS AND STANDARDS, REVISION OF PROCESS FOR CONNECTION AND TREATMENT CHARGES AND FOR FEES AND BILLINGS AND TO PROVIDE THE PENALTY FOR THE VIOLATION THEREOF

THE CITY OF BURTON ORDAINS:

SECTION I

Chapter 52 of the Code of ordinances of the City of Burton shall be and is hereby amended as follows:

§ 52.002 DEFINITIONS.

CONNECTION FEE or AVAILABILITY FEE. The amount charged at the time and in the amount hereinafter provided, to each premises in the city for connecting directly or indirectly to the system.

TAP, METER, INSPECTION AND APPROVAL FEE. The amount charged to each applicant at the time an application is made to the city to connect the premises in the city to the sewer distribution system to cover any cost of connection including the cost of the water meter, the cost of installing the line from the main to the property line, the pipe, the cost of inspection and approving the physical connection and the issuance of a connection permit.

§ 52.033 BUILDING SEWER INSPECTION.

The applicant for the building sewer shall notify the City of Burton when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the City of Burton Water Department and shall be subject to the review and approval of Genesee County Water and Waste and the city.

§ 52.080 CONNECTION CHARGES ADOPTED.

(A) *Charge established.* Each user whose premises are hereafter connected directly to a public sanitary sewer shall pay to the city a connection charge as provided in this ordinance and based on the unit factors shown on the Equivalent User Table—Appendix A or Appendix B as set by Council and amended by resolution time to time.

(B) *Tap-in-fees.*

(1) *Indirect connection.* Where the premises are connected indirectly to a public sanitary sewer which sewer has been installed at the expense of the owner or by special assessment or at the expense of the subdivider or developer from whom the owner purchased, or by the city, when cost recovery is to be made by a construction charge as established by resolution of the City Council and not at the unreimbursed expense of the city, the connection charge for each connection shall be as set by the City Council, and amended by resolution from time to time.

(2) UNCHANGED.

(3) *Expansion or change of use prior to building permit.* The owner of any premises within the city who shall expand the use or change the nature of the use of any premises subsequent to the calculation and imposition of the initial connection charge as provided by this section, prior to the issuance of a building permit, if required, shall be assessed an additional connection charge in accordance with this section, as amended, in the event it is determined that the expansion or change in use results in an increase of the premises' REU factor as expressed on the Equivalent User Table–Appendix A or Appendix B as set by Council and amended by resolution time to time.
(C) UNCHANGED.

§ 52.082 HARDSHIP DEFERMENT OF CONNECTION CHARGES.

(A) UNCHANGED.

(B) UNCHANGED.

(C) Any landowner who is required to connect to the public sanitary sewer system available for connection to the landowner’s property, as defined by state law or city ordinance, who shall believe that he or she is financially unable to pay the tap-in charge or other costs of connection, may apply to the Hardship Committee by application form provided by the Committee through the office of the City Clerk, for deferment of the connection and/or tap-in charge. The application shall be signed by the applicant under oath or by an adult child on behalf of a parent.

(D) The Committee may establish a date of hearing which shall be a private hearing between the Committee and the applicant, and the Committee may decide at the hearing or any adjourned date to grant a total or partial deferment of the connection and/or tap-in charge under those conditions as the Committee shall deem advisable and reasonable.

(E) The Committee may provide for temporary deferment of payment of connection and/or tap-in charges or other costs of connection or may provide for deferment until death or sale or transfer of the landowner’s parcel and may take a lien and mortgage security on the real property of the landowner for whom the deferment in payment of the tap-in or other costs of connection is granted.

(F) – (H) UNCHANGED.

§ 52.083 TREATMENT CHARGES; BASIS.

(A) UNCHANGED.

(B) Where individual water meter readings are available from meters approved by the Director, measuring water from public or private supplies, the readings shall be used as a basis for payment. When water meter readings are not available, a flat rate charge shall be made on the basis of equivalent units and shall be based on the Equivalent User Table—Appendix A or Appendix B as set by Council and amended by resolution from time to time.

(C) UNCHANGED.

(D) Individually metered users' monthly charges as set by the City Council, and amended by resolution from time to time, or

(E) Individually unmetered users' monthly charges as set by the City Council, and amended by resolution from time to time, and

(F) Industrial pollutant loading charges to be levied by Genesee County Water and Waste to be made when industrial waste strength exceeds the limits as adopted by the Genesee County Board of Water Commissioners.

(G) UNCHANGED.

(H) Any person who is responsible for discharging prohibited material shall be charged the actual expense incurred by the Genesee County Water and Waste for the handling, treatment, and removal of that material in the system, including an administrative fee as established by Council and amended from time to time by resolution.

(I) UNCHANGED.

§ 52.084 CLASSIFICATION OF USERS.

(A) UNCHANGED.

(B) UNCHANGED.

(C) Charges for sewer service during a selected 3-month summer period will be a maximum of that charge determined from individual water meter readings at single- family residential customers based on a formula adopted by Council resolution and amended from time to time.

§ 52.100 AFFIDAVIT.

Whenever the owner of residential property serviced by both city sewer and water systems shall have the premises rented or leased to another, the property owner may file an affidavit of non-responsibility with the City Treasurer, then the City Treasurer may waive collections of usage charges and deposits from the property owner. An affidavit of non-responsibility shall be in the form as prescribed by the City Treasurer and shall, in addition to the signature of the owner, be executed by the person in possession and using the services, and the person in possession shall agree therein to be responsible for payment of all deposits and usage charges. The property owner shall, however, remain liable for all connection and/or tap-in charges for the use of the city water and sewer supply systems. The property owner shall remain liable for all water and sewer fees during the time(s) when the property is not occupied by a tenant or an approved affidavit has not been accepted and is not on file with the city.

§ 52.103 CHANGE OF OWNER OR OCCUPANCY.

In the event the City is notified a change of owner or occupancy occurred on a premises where a non- responsibility affidavit has been filed, the city may require the successor owner or occupant to place a new deposit with the city in the amount as set by the City Council, and amended by resolution from time to time, per residential single-family dwelling unit unless the original depositor shall have transferred the deposit to the successor owner or occupant by a written transfer. The city shall not be obligated to return any original successor owner or occupant’s deposit unless the person entitled thereto shall apply to the City Treasurer for the return thereof.

SECTION II

If any section, sentence, clause, or phrase of the Ordinance is for any reason held to be invalid or unconstitutional by a decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION III

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

SECTION IV

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 from publication.

SECTION V

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: PAULA ZELENKO, MAYOR

____
By: BETTE BIGSBY, ACTING CLERK

Ordinance introduced on:
Second Reading:
Publication date:
Effective date:

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

ADOPTED

Meeting: 04/15/19 07:00 PM
Department: Clerk's Office
Category: Ordinance
Prepared By: Bette Bigsby
Department Head: Bette Bigsby

AGENDA ITEM (ID # 4313)

DOC ID: 4313

Approve and authorize second reading of ordinance 91.05, which shall amend the City of Burton Code of Ordinances by the addition of an ordinance regulating litter and solicited and unsolicited printed matter and providing for the penalty for violation thereof.

HISTORY:

04/01/19	**City Council**	**CARRIED TO SECOND READING**

ATTACHMENTS:

- LITTER.NEWSPAPERS.FOR COUNCIL (DOCX)

CITY OF BURTON

GENESEE COUNTY, MICHIGAN

ORDINANCE NO. 2019- ___ - 91.05

AN ORDINANCE TO AMEND CHAPTER 91 OF THE CITY OF BURTON CODE OF ORDINANCES BY THE ADDITION OF SECTION 05 TO REGULATE LITTER AND SOLICITED AND UNSOLICITED PRINTED MATTTER WITHIN THE CITY AND TO PROVIDE THE PENALTIES FOR THE VIOLATION THEREOF

THE CITY OF BURTON ORDAINS:

SECTION I

Chapter 91 of the Code of ordinances of the City of Burton shall be and is hereby amended by the addition of section 05 as follows:

§ 91.05- Litter and Solicited Printed and Unsolicited Printed Matter

(A) Definitions – the following definition shall apply to this section

(1) *Litter*. Any garbage, refuse, rubbish, or other waste material.

(2) *Solicited Printed Matter.* Any printed matter that is delivered to any Person or Residential Private Property with the express invitation or permission in writing or otherwise, of the Person or an owner, occupant, or lessee of the Residential Private Property.

(3) *Unsolicited Print Matter.* Any printed matter that is delivered to any Person or Residential Private Property without the express invitation or permission, in writing or otherwise, of the Person or an owner, occupant, or lessee of the Residential Private Property.

(B) Scattering Posters and Handbills, Printed Matter

It shall be unlawful for any person to throw, scatter or deposit any posters, handbills, cards or other written or printed matter or any waste paper in any public street, alley or public place, nor shall any person leave or deposit the same on any private property in such a manner as to permit them to be blown onto any public street, alley or public place.

(C) Distributing Solicited Printed Matter and Unsolicited Printed Matter

(1) Solicited Printed Matter

(a) Except as otherwise provided in this section, no Person shall cause Solicited Printed Matter to be thrown or deposited upon any Sidewalk, Street, portion of the Street commonly referred to as the "lawn extension," public park, or other public place.

(b) It shall not be unlawful for a person to:

1. Deposit Solicited Printed Matter into a receptacle that is attached to a mailbox post or support but separate from the mailbox and that is located in that portion of the Street commonly referred to as the "lawn extension."
2. Deposit Solicited Printed Matter into a receptacle on the Sidewalk into which the person is authorized to deposit it to make copies available to the public and which is lawfully located on the Sidewalk.
3. Hand out or distribute Solicited Printed Matter to any person willing to accept it.
4. Cause Solicited Printed Matter to be thrown or deposited upon that portion of Residential Private Property that is not a Sidewalk, Street, or "lawn extension" if the delivery of the printed matter is made pursuant to an express invitation or permission for delivery.

(2) Unsolicited Printed Matter.

(a) No Person shall cause Unsolicited Printed Matter to be deposited upon any Residential Private Property except by (i) placing and securing it on the porch nearest the Front Door, or (ii) attaching it securely to the Front Door, or (iii) putting it through a mail slot on the Front Door, or (iv) putting it between the exterior Front Door and the interior Front Door, or (v) handing it personally to the owner, occupant or lessee of the Residential Private Property.

(b) No Person shall cause Unsolicited Printed Matter to be thrown or deposited upon any Sidewalk, Street, the portion of the Street commonly referred to as the "lawn extension," public park or other Public Place.

(c) No person shall cause Unsolicited Printed Matter to be placed upon, attached to, or hung from a mailbox or any apparatus that supports the mailbox.

(d) It shall not be unlawful for a person to:

1. Deposit Unsolicited Printed Matter into a receptacle on the Sidewalk into which the person is authorized to deposit it and which is lawfully located on the Sidewalk.
2. Hand out or distribute Unsolicited Printed Matter to any person willing to accept it.

(3) Rebuttable Presumption. When Solicited or Unsolicited Printed Matter is in a location where it is prohibited, a rebuttable presumption arises that the Person who published or distributed it or on whose behalf it is published or distributed caused it to be thrown or deposited there.

(D) Owner to Maintain Property Free of Litter, Unsolicited Printed Matter and Solicited Printed Matter

The owner or Person in control of private property shall at all times maintain the property free of Litter, and more than 3 days accumulation of Unsolicited Printed Matter and Solicited Printed Matter. Provided, however, that this section shall not prohibit the storage of Litter, Unsolicited Printed Matter, or Solicited Printed Matter in authorized private receptacles for collection.

(E) Enforcement and Penalty for Violation of this Chapter

(1) Clearing of Litter, Unsolicited Printed Matter and Solicited Printed Matter from Private Property by the City

Whenever private property is in a condition in violation of this Chapter/section, the Administrator is authorized to remove the Litter, Unsolicited Printed Matter, or Solicited Printed Matter. Before removing materials pursuant to this section, the City shall give notice of violation. The City shall give notice of violation by posting the notice at a conspicuous place on the property at least 24 hours prior to removing materials. The City may also deliver the notice to the property owner as shown on assessment records or by sending the notice by first-class mail to the property owner as shown on assessment records at least 72 hours prior to removing materials. No notice shall be required if a public health hazard necessitates immediate removal of materials. All costs (including labor, equipment, materials, disposal and overhead) of work performed by the City under this section shall be charged to the owner of the involved property. If the charges are not paid within 45 days, they may be assessed against the property.

(2) Violation as Civil Infraction

Violation of this Chapter shall be a civil infraction punishable by a civil fine of not less than $200.00 and up to $1,000.00, plus costs and all other remedies available by statute. Each day of violation shall be a separate violation.

SECTION II

If any section, sentence, clause, or phrase of the Ordinance is for any reason held to be invalid or unconstitutional by a decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION III

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

SECTION IV

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 V

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,

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By: PAULA ZELENKO, MAYOR

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By: BETTE BIGSBY, ACTING CLERK

Ordinance introduced on:
Second Reading:
Publication date:
Effective date: