



CITY OF BURTON
BURTON CITY COUNCIL MEETING
APRIL 19, 2021
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. MEETING INFORMATION

Burton City Council
Hosted by Racheal Boggs

<https://cityofburton.my.webex.com/cityofburton.my/j.php?MTID=me377f9b0b980c8bc0f7ae5cbf45c3d3b>

Monday, Apr 19, 2021 7:00 pm | 2 hours | (UTC-04:00) Eastern Time (US & Canada)

Meeting number: 182 785 5455

Password: BCC2021 (2222021 from phones and video systems)

Join by video system

Dial 1827855455@webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-415-655-0001 US Toll

Access code: 182 785 5455

B. INVOCATION LED BY: TOM MARTINBIANCO

C. THE PLEDGE OF ALLEGIANCE IS LED BY: TOM MARTINBIANCO

D. ROLL CALL

Council members attending through the virtual forum must state their name and physical location for the record.

Mr. Martinbianco, Burton, MI

Mr. O'Keefe, Burton, MI

Mr. Heffner, Burton, MI

Mrs. Conley, Burton, MI

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

E. STAFF PRESENT

Duane Haskins, Mayor
Racheal Boggs, City Clerk
Brian Ross, Police Chief
Kirk Wilkinson, Fire Chief
Mike Vogt, Assistant Fire Chief
Charles Abbey, DPW Director/HR
Ann Abbey, Assessor
Amanda Doyle, City Attorney
Steve Phillips, IT Director

F. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Apr 5, 2021 7:00 PM

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

G. ADMINISTRATIVE REPORTS

Mayor Haskins stated Saginaw Street is well underway with construction. The Grand Traverse project is on the agenda tonight so hopefully, that one will be next. Memorial Day festivities are still moving forward. Mr. Smith will be discussing the budget schedule tonight. Mr. Abbey would like to provide updates regarding the storage tanks and the Grand Traverse projects. Attorney Leadford requested a closed session for negotiation strategy at the first meeting in May. I believe he contacted President Heffner about this.

Mr. Abbey stated on the agenda tonight is the Grand Traverse project and a request to allow Amber Abbey to digitally sign for road projects because she is already set up for DocuSign with the state. It slows the process down if we have to have the Mayor sign for these. The schedule to build Grand Traverse is on time and very aggressive. The contract documents will still be signed by the Mayor and Clerk. The storage tanks have been a problem. We have been trying to get these done for several years. It is difficult because one of them is part of an insurance job at the Police Station. We need to get the above ground tanks ordered so they can be installed before excavation of the old tanks. We already have bids.

Mr. Martinbianco asked why Mr. Howser is not a signatory as opposed to Amber.

Mr. Abbey stated it has always been the Director. Mr. Howser doesn't control the contracts. The Act 51 projects are administered through the administration. The Road Superintendent does the day to day maintenance of the roads but not the federally funded projects.

H. COMMITTEE REPORTS

Mrs. Conley stated if anyone would like to volunteer to clean up the Veteran's Memorial Park for the Memorial Day Parade, we will be doing it at 1:00 PM on May 15, 2021. We would love to have your help. Also, the Memorial Day Parade is putting together a book if anyone would like to advertise in it. If City Council would like to do a page together, we can split the amount.

Mr. Fenner stated we held a Legislative Committee Meeting tonight prior to the Council Meeting. After much give and take, we came up with a couple proposals for the Ordinance

30.03 to be on the next Council Meeting Agenda. Thank you to my colleagues for a spirited and productive meeting.

I. AUDIENCE PARTICIPATION

Public comment may be sent to publiccomment@burtonmi.gov. Comments received prior to the meeting will be read into the record.

Ms. Boggs read the following letter into the record:

Mark Yuschak of MEY Investments in Grand Blanc stated he has a property under contract to purchase at 6044 Davison Road. He recently learned the property is scheduled to be demolished by June 1, 2021. He asked the council to extend the demolition deadline until December 1, 2021.

Mrs. Conley asked if Mr. Yuschak purchased the house next door.

Mr. Yuschak stated he did not purchase it. He looked at it but the price was too high.

Mrs. Conley stated we have always had problems with this house. It has been reported to code enforcement a couple times. Do we know who purchased it?

Mr. Abbey stated I do not know who purchased it but, I would like to make a statement regarding Mr. Yuschak. He has rehabbed several homes in Burton and we have no issues with him. He does a good job. He does what he says he is going to do. If it is the council's intent to provide an extension, we ask that you include the name change on the extension. That way, if the purchase falls through, we are not stuck beginning the process all over again with the current owner.

Mr. Heffner stated we could go one step further and ask for a surety bond in the amount of \$2,500 and give him until January 1, 2022.

Mr. Abbey stated I concur. We would normally ask for \$10,000 but his history has been very good with the city.

Mr. Fenner stated there is still \$13,000 set aside for the demo on this property because of the fire.

Discussion ensued regarding insurance money being held in the name of the former owner due to the fire.

Chief Wilkinson stated we have gone through this a couple times with different homes where homeowners have perished or a house is sold before it is rehabbed. We still hold the money until the house is rehabbed. We advise the homeowners if they sell the house and the new owner does not fix the house or return the land to grade, you are out that money. We will use the money to demolish the house and return the property to grade. Once they get a certificate of occupancy, the original owner will get the money back.

J. COUNCIL DISCUSSION

Mrs. Conley stated I have received complaints regarding 4408 Lawnwood Court. It looks like a junk yard and I would like the Code Enforcer to go out there. I also want to inform the city that the roof at one of the Kelly Lake pavilions needs to be fixed.

Mr. Abbey stated we are aware of Lawnwood. It has been an ongoing problem. This is one that will probably end up going to our attorney. The roof at Kelly Lake is a few shingles blowing loose. It does need to be repaired.

Mr. Smith stated a friend of ours and a Member of Kiwanis built that pavilion and they will want to take care of it. I will contact them. I had a resident call me who spoke highly of all parties involved. He read it in the Burton View. He asked if there was a plan for the Fire Chief to look at recruitment of Fire Fighters.

Mayor Haskins stated the Fire Chief has been working on a different type of recruiting process.

Chief Wilkinson stated what we face here in Burton is the same as what is happening with fire departments across the country. We are all having a hard time with recruiting new firefighters. Last year, we started recruiting at the high schools with no luck in getting people interested. This year, myself and Assistant Chief Vogt partnered with the Genesee Intermediate School District. The program most of us knew as Skill Center, is now called The Career Institute. Starting this fall, they will have a fire academy for high school seniors. They are also building a brand new fire station on their campus to run the program out of, starting next year. The goal is by this fall to have 20-24 students from around the county in one session and then expand to 2-3 sessions including up to 75 high school seniors. They also have an EMT program and the goal is to have the kids in the EMT program the first year and the firefighter program the second year. When they graduate from high school, they will be certified firefighter/EMT's ready to go into the work field at a young age. We are still relying on our mutual aid agreements.

Mr. Smith asked if there would be any benefit to the council setting aside money for recruitment such as current firefighters receiving a stipend for referring family or friends.

Chief Wilkinson stated he would have to think about this. It may be an incentive to get them out to recruit in the neighborhoods. I am all for trying anything to getting our numbers up to where they should be.

Mr. Fenner stated anytime I have reached out to our Code Enforcer, whether it is a complaint from a citizen or something I have asked him to go look at, he never fails to take care of it. This Code Enforcer has towed more cars and written more tickets than the previous Code Enforcer by double or triple. He has a lot of area to cover. Let's not sell him short. Since we are working on Saginaw Street, I would like to bring up that the DDA had a road study done as part of their Master Plan for a uniform speed limit down Saginaw Street. The number the study has come up with is 40MPH. Currently, we have three speed limits of 35, 40 and 45MPH. This might be the time to consider putting in that uniform speed of 40 MPH on Saginaw Street. We can add this to the agenda tonight or put it on the next agenda.

Mr. Heffner recommends putting it on the next Council Agenda to give everyone a chance to review it along with the recommendations of the DDA.

Mr. Abbey stated our Code Enforcer must be watching tonight because he just contacted me regarding Lawnwood and he wants you to know he has already served a notice to the property owner there.

Mrs. Conley asked about the orange cones on Davison and Belsay Road.

Mr. Abbey stated I cannot tell you off the top of my head.

Attorney Doyle stated they are no longer there.

Mr. Wells stated thank you to the Mayor for getting back to me about the problem on Alcona Street. Also, our friend on Belsay Road had a shindig on Friday night starting about 6:00 PM

that lasted until Monday morning. The neighbors are not happy. They said they are not going to bother calling it in anymore and will just wait it out. I am looking at the comparables for the Fire Chief. I am curious how many municipalities also have an Assistant Fire Chief like we have and full time Secretary in the Fire Department? I think they do a good job. With such low manpower and this being a part time job, Mayor, do you get some kind of weekly report of what they are doing while they're working?

Mayor Haskins stated the Assistant Chief fills out a daily report. The Secretary is busy in the office taking care of reports and the Fire Chief is busy doing the administrative duties.

Mr. Wells stated at one time, the Assistant Chief did all the inspections. Are we still keeping up with those?

Mayor Haskins stated the Assistant Chief plays an integral role in the inspections along with being a Certified Fire Marshal for investigations.

Mr. Wells stated because of the extensive work they have done and all the experience, what if we used them as part of our Code Enforcement?

Mayor Haskins stated I am not opposed to the idea however, the Code Enforcement position is an AFSCME Union position.

Mr. Wells stated someone paid their water bill late and we charged them \$10.00. He wants to know why we are charging late fees during COVID when no one else is charging late fees. He was under the impression that some places weren't even sending water bills due to COVID.

Mayor Haskins stated this is a deep subject that is ordinance driven. There are sometimes special circumstances that might grant me some leniency in helping people out. There have been numerous programs out there since COVID began to help people that were in need of help. If you are telling me that other municipalities are not charging for these things, I am unaware. Not that long ago, our water fund was bleeding \$60,000 a month and when I got elected, we put things together to get the rates reduced and we are still staying flush. If we start going down a different path and we go in the negative again with our water, we will have another huge issue. We definitely don't want to go backwards. If we have people who don't pay their water bill that means we will have to come before council and ask to raise water rates. If there are special circumstances and we need to help people out, we are more than willing to try to help. Some residents are habitual late payers and with the pandemic, they are using it as an excuse. It is a fine line between helping people out and putting our water system in a deficit again. We don't close the door on people. We look at each circumstance and try to help when we can. If the individual calls me and there is something I can do without violating any laws or ordinances, we will do what we can.

Attorney Doyle stated I would like the council to know that Mr. Hyde on Belsay Road was found guilty of a disturbing the peace charge. He served 63 days in jail. Prior to that sentence, I received at least three letters in support of Mr. Hyde from neighbors. There are two sides to every story. If there is an issue, call the police.

Mr. Smith stated he would like to confirm the budget schedule with everyone. The first meeting is scheduled for May 3rd at 6:30PM. The rest of the meetings are at 6:00PM. I have talked to the Mayor and administration and they are fine with the schedule. Does anyone else have any trouble with these dates?

Mr. Heffner stated they work for me.

Mr. O'Keefe asked the council if they intend to react to 6044 Davison Road.

Mr. Smith stated the Memorial Day 5K will be on Memorial Day beginning at 8:30 AM at Atherton High School. We will have an in-person and virtual option this year. We are limiting it to 300 participants. Due to COVID, we will not be able to go inside the school but they have allowed us to use the parking lot. We will have port-a-potties. The course will remain the same. The money will come out of the Memorial Day 5K Committee. It will be a staggered start. Your time will be registered. Masks are required at the start but you can take them off throughout the race. Food items will be handed out in bags. You can register at www.runburton.com. Hope to see you there.

Mr. Heffner stated as far as Memorial Day, we need to take this one step at a time and be very careful. Michigan has been designated as the epicenter of the pandemic right now here in the United States. We need to be careful that we don't put our residents in danger by hosting something that could potentially get people sick. We really need to pay attention to what the Governor, doctors and scientists are saying. If this were going to happen this weekend or next weekend, I would say we would need to cancel it. I don't know what will change in the next month but if it were held right now, I wouldn't attend.

Mr. Martinbianco stated point well taken. How many people do you think come from Burton and other communities to watch the parade?

Mr. Heffner stated Memorial Day is supposed to be to honor the people who gave their lives to protect us. I can't think of a better way to honor them than to keep that going by protecting our residents. We really need to think long and hard about this Memorial Day.

Mr. Martinbianco stated he agrees.

1. Motion to add to the agenda: Approve and authorize to extend the demolition deadline to January 1, 2022 for the property at 6044 Davison Road and require a \$2,500 surety bond and name change to the property.

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

K. COUNCIL ACTION

1. Approve and authorize the payment of Attorney Billing (Doyle) 4/1/21 to 4/13/21 in the amount of \$4,224.50.

RESULT:	CARRIED [6 TO 0]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Conley
AWAY:	O'Keefe

2. Approve and authorize the payment of Attorney Billing (Masud) 3/1/2021 to 3/31/2021 in the amount of \$4,294.00.

RESULT:	CARRIED [6 TO 0]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Conley
AWAY:	O'Keefe

3. Approve and authorize the Mayor's reappointment of Robert E. Wilson, 4059 Grand Oaks Court, Burton, MI., 48519 to the City of Burton Parks and Recreation Commission for a term expiring in April 2024.

RESULT:	CARRIED [6 TO 0]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Conley
AWAY:	O'Keefe

4. Approve and authorize the Mayor's appointment of Greg Hull, 3433 Columbine Ave, Burton, MI., 48529 to the City of Burton Parks and Recreation Commission for a term expiring in April 2024.

Mr. Fenner stated I don't know if anyone has had the chance to meet Greg Hull. I truly expect him to be an asset to the Parks & Recreation Commission. He is very knowledgeable in grants and other things and will help the board immensely.

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

5. Approve and authorize the request for a Residential Sanitary Water & Sewer Installer's License for K-1 Concrete, Inc., 10009 Taymouth Drive, Montrose, Michigan.

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

6. Approve and authorize the Mayor and City Clerk to execute a Contract with the Michigan Department of Transportation for hot mix asphalt cold milling and resurfacing work, including drainage improvement, pavement repair, miscellaneous concrete curb and gutter, concrete sidewalk and ramp, and pedestrian signal installation work; and all together with necessary related work along Southbound Grand Traverse from Hemphill to Bristol Road in the City of Burton, Genesee County (DPW project No. 20-003-P), MDOT Control Section STU 25000, Job number 207658CON, MDOT Contract Number 21-5063 at an estimated total cost of \$607,389.00, of which the City of Burton's final cost will be approximately \$121,478.00 and to authorize Amber Abbey, Street Administrator/Deputy DPW Director to digitally sign said contract on behalf of the City of Burton.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

7. Approve and authorize to extend the demolition deadline to January 1, 2022 for the property at 6044 Davison Road and require a \$2,500 surety bond and name change to the property.

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

L. SECOND READING OF ORDINANCE

1. Second reading of amended Ordinance 30.03 (A)

Mr. Martinbianco asked if this was for option A or B.

Mr. Heffner stated option B based both times. It is part B.

Mr. Wells asked if we need to add at the Mayor's discretion.

Mr. Heffner stated it was already added in for option B.

RESULT:	CARRIED [6 TO 1]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	O'Keefe, Heffner, Wells, Smith, Fenner, Conley
NAYS:	Martinbianco

2. Second reading of amended Ordinance 30.03 (C)

RESULT:	CARRIED [6 TO 1]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	O'Keefe, Heffner, Wells, Smith, Fenner, Conley
NAYS:	Martinbianco

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

Meeting was adjourned at 8:13 PM.



CITY OF BURTON
BURTON CITY COUNCIL MEETING
APRIL 5, 2021
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. MEETING INFORMATION

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 Hosted by Racheal Boggs

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Access code: 182 003 6721

B. INVOCATION LED BY: TINA CONLEY

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

D. ROLL CALL

Council Members attending through the virtual forum must state their name and physical location for the record.

Mrs. Conley, Burton, MI

Mr. Martinbianco, Burton, MI

Mr. O'Keefe, Burton, MI

Mr. Heffner, Burton, MI

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

E. STAFF PRESENT

Duane Haskins, Mayor
 Racheal Boggs, City Clerk
 Brian Ross, Police Chief
 Kirk Wilkinson, Fire Chief
 Charles Abbey, DPW Director/HR
 Amanda Doyle, City Attorney
 Jodi Holbrook, Controller
 Mike Vogt, Assistant Fire Chief
 Steve Phillips, IT Director
 Ann Abbey, Assessor

F. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Mar 15, 2021 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

2. City Council - Workshop - Mar 29, 2021 6:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

G. ADMINISTRATIVE REPORTS

Mayor Haskins stated Attorney Leadford is here if the council chooses to go into closed session under section 8c of the Open Meetings Act for contract strategy and discussion on the Police Patrol MOU. I extended the Local State of Emergency. Virtual meetings allowed through the Open Meetings Act ended on March 31, 2021. I extended it so we will continue to be allowed to hold virtual meetings in the city for board members who are medically vulnerable. Regarding agenda item #7, the Police equipment being requested, the money came from reimbursement from CARES Act funding for hazardous first responder pay. This gives us the ability to do some things that we otherwise would not be able to do. One of the things is in-car cameras. Ours are out of date and no longer serviceable. There are two options, a lease for \$25,000 a year at 8% interest (\$22,000) or we can purchase them outright for roughly \$100,000. City Council and the residents in Burton have expressed concerns about speeding, stop signs and the amount of travel in local neighborhoods. We will also be able to purchase 3-4 speed signs that have cameras on them. They will also have data technology for license plate retrieval. The Police Chief came up with these ideas to spend the money and this will be an asset to the city. Parking lots, sidewalks and gasoline storage tank have been in the budget for a while. Police vehicles are for the detectives. The vehicles we have currently are outdated and have high miles. Also on the agenda, under First Reading of an Ordinance, you will see an option A and option B. The reason that is on there is to make the dates in alignment with the other Charter Five members. Also, these two administrators have not had an increase since 2009. To keep the continuity of addressing them all at the same time on December 31st. Also tonight, I am proud to present the 2021-22 proposed balanced budget. Those council members here in person tonight have received theirs. Mr. Smith has offered to deliver the budget to those of

you who are at home. It was a lot of hard work especially with a new Controller but, she did a great job. I am looking forward to working with you on the budget. Memorial Day events are progressing along well. Anyone wishing to volunteer or help out, we are happy to have them. We are slated to have probably the biggest firework show in Burton history. We have three platinum sponsors who stepped up to donate money. We are still getting parade participants. We are encouraging churches, schools or anyone who would like to be in the parade. The Police Chief and I have been talking a lot about community policing. COVID has stalled some of these ideas. We have been able to move forward with the Community And Resident Equality Services (CARES) Program. The Police will have door hangers with them and when they see something unusual such as an open car door, they will leave a door hanger on residents doors to let them know. The door hanger also provides safety tips to residents. Mr. Smith has given me proposed budget meeting dates. As of right now, those dates work for the administration.

1. Motion to go into closed session for negotiation strategy under the Open Meetings Act Section 8C.

Council went into closed session at 7:28 PM.

Council returned from closed session at 7:52 PM.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

H. COMMITTEE REPORTS

Mayor Haskins stated two meetings ago, Mr. Abbey brought up the \$140,000 we are receiving from our marijuana business. If it is councils wish to have that money go into street preservation, as discussed, we would need council to make a motion to secure the funds because the contract expires tomorrow with the contractor we have hired to do that work.

Mr. Abbey stated the council indicated wanting to use the money toward local streets using a multitude of approaches. We have analyzed them, the money is in the building fund currently and would need to be transferred into local street preservation. We have a contract from last year and are one of the first ones on the docket with the contractor. We will get better pricing if we do it now. Once they get started, we may not get them back in this construction season. We need to give them the commitment.

Mr. Heffner asked if the exact amount is \$140,006.60.

Ms. Holbrook concurred.

Mr. Martinbianco asked where will we be spending it.

Mr. Abbey stated we were going to start in the south end off of Maple Road. Local streets take a little more than just a chip seal so we are going to fog seal them. The next area will be the Killarney Park neighborhood. They are still salvageable. Then, we will keep going on the worst ones until the money runs out. You will get the list before we do them.

Mr. Fenner stated we held a Legislative Meeting prior to the council meeting tonight. We discussed the salary of the Fire Chief. We were unable to come up with a consensus on a number so we voted to bring it to council for discussion. We do have some comparable

information however, I wasn't able to get with the administration in time to get full comparables, that was my fault.

1. Motion to add item # 8 to the agenda: Approve and authorize \$140,006.60 from marijuana money to be placed into road preservation GL# 2003-4063-818.2000.

Mr. Smith stated there is \$90,000 in there currently. Where did this come from?

Mr. Abbey stated we made it a priority last year to fund local streets and we tried to transfer money from other line items that were broke out such as chip seal. We eliminated some line items to streamline them and added the money to local streets.

Mr. Smith stated so when we add the \$140,000, that will give us \$230,000 for local streets, correct?

Mr. Abbey said, correct.

Mr. Wells asked if this will apply to ditching as well.

Mr. Abbey stated when you get your budget book you will see that we added a plan for ditching.

Mr. Martibianco asked if this will be going into this fiscal year or next fiscal year budget.

Mr. Abbey stated he believes the work will be done by July so, it should be in this years budget.

Further discussion ensued regarding road preservation and budget line items.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Danny Wells, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

I. AUDIENCE PARTICIPATION

Public comment may be sent to: publiccomment@burtonmi.gov. Comments received prior to the meeting will be read into the record.

The following comments were received by the Clerk's Office prior to the meeting and read into the record:

John Stapish of Burton expressed concerns regarding trees limbs and logs being left after demolition on the property at the Tom Burns building on Belsay Road.

Mr. Heffner stated Sweet After Thoughts, a new business opened December 23, 2020 in the old Jablonski's Bakery building. Owner Diana Rhines stated Sweet After Thoughts is more of a sweet shop than a bakery. We are excited to serve the people of Burton and look forward to many years of serving our faithful customers.

J. COUNCIL DISCUSSION

Mr. Wells stated I have been to Sweet Afterthoughts and give it two thumbs up. The food is delicious.

Mrs. Conley stated last week, I had a couple residents ask about 1071 Forest Avenue, did anyone go by there and check it out? Also, 1057 Bristol Road needs to go on the demo list. It is an eyesore. There are port-a-johns laying around. Has the fence at Fire Station #1 gone out for bid yet? At the Legislative Meeting, we discussed Ordinance 30.03. A couple summers ago, we voted and I did not vote for the Fire Chief at that time because he did not live in Burton. If you are in the Charter Five, you should live in Burton and give back. I think the Fire Chief needs a raise. He has been with the city for 25 years, he works 24/7, he is at every city event and he has worked under all the other Fire Chiefs so he is well experienced. We did not get the comparables like we did the week before for the Clerk and Assessor. I want the council to discuss this. If you look at what everyone makes, the Fire Chief deserves a raise more than anybody. I would like everyone to give their input.

Mr. Martinbianco stated we had a long discussion at the Legislative Committee Meeting. The committee was charged with dealing with the Assessor and Clerk not the Fire Chief. If Mrs. Conley would like to bring this up at a later date, I don't have a problem with that. This was also expressed by the Legislative Committee Chairman and I think we need to take that into account and discuss this later on, maybe during or after the budget. The one thing we have to divorce ourselves on is that this is not about the individual, it is about the position. Mrs. Conley continues to focus on the individual. She has not brought forth anything of a material nature as far as comparables. I would eliminate this discussion this evening and focus on the ordinances that have already been brought forth.

Mrs. Conley stated I was looking online for average salaries in Michigan and it says the average salary for a Fire Chief is \$85,764 per year. I asked for back up at our last meeting and I didn't get it. I don't understand that. I looked it up on Google and it says Fenton gets \$83,231 and Fenton/Fenton Township is \$87,642. This isn't about our Fire Chief. I just feel that after getting the research I got, and comparing to the other Charter Five members, the Fire Chief deserves more. As far as the Clerk not getting a raise since 2009, that's not what Racheal didn't get paid, it was previous Clerks, as an example.

Mayor Haskins reminded everyone to mute and unmute themselves because of the back feed we are getting in Council Chambers.

Mr. O'Keefe stated I don't have a problem looking at this but I don't know what to look at. I respect Kirk but these decisions need to be made based on the position not the person. Unfortunately, in the past and you just brought it up, personalities got involved which is why the Clerk hasn't got a raise since 2009. I would be happy to look at this but I need the peer group analysis in Burton not how long someone has lived in Burton or they do a lot of community stuff. When we look at the other two readings tonight, I would encourage everyone to look at option B which states an amount determined by the mayor. These people are senior management, they are not in a union. Just because December 31st comes doesn't mean they are entitled to the raise. That should come from their boss, the Mayor. If they are not performing at the right level, he should be doing some counseling to get them there. It would be a travesty to just give someone a raise regardless of performance. I would be glad to look at the Fire Chief at a later date and perhaps the Treasurer too. These are the only two we haven't looked at. Again, this is not about the person. It is about the position.

Mrs. Conley stated what I will do is, if the Legislative Committee wants to meet again, I will go out to the cities and townships and get the information myself. I am not looking at the person, I am looking at the Fire Chief position.

Mr. Heffner stated my two cents is that the two go together. When you look at the position, you also have to look at the person that's filling the position. We have a wonderful Fire Chief right now. God forbid he get a job offer somewhere else that pays more money. The Legislative Committee should take this seriously and bring it back to council. Hopefully, the administration will get these numbers together that Mrs. Conley is requesting so they can have it on April 19th.

Mr. O'Keefe stated we need to add the Treasurer to that meeting as well.

Mr. Heffner said, I agree.

Mr. Abbey stated I don't have a problem with this but I want to make it clear, we did give Mr. Fenner a group of comparables around the county as well as state figures and averages for the Fire Chief. Mr. Fenner does have a packet for you and if we need more, we have more. To say that these two have not been addressed is not an accurate statement. Both the Fire Chief and Treasurer were given raises in 2019 when you gave the Police Chief a raise. The only two that were not addressed at all since 2009 were the Clerk and Assessor. Mr. Martinbianco's statement was that we had a part time Assessor and that when we had a full time Assessor, we would address it then. With the Clerk, the council had a different take on why that wasn't getting addressed.

Mr. Heffner stated we did not have a Clerk at that time.

Mr. Abbey stated that is correct. My point is, the other three did get addressed and received an increase. Read the ordinance. I am okay with what you decide to do, and if you want to re-address it. I just want you to be accurate.

Mr. Smith stated I had the opportunity to look over the comparables. Mr. Fenner shared them with me tonight. Did we just receive these tonight?

Mr. Fenner said, yes. I didn't ask for them in a timely manner. I asked on Friday and they were given to me today. Unfortunately, with Webex, I wasn't able to get this to my colleagues.

Mr. Smith stated we have the comparable information here and it is a lot of information. We didn't have time to look at it for tonight and there are too many questions. Some of these are full time, on-call and volunteer. These are questions I would be asking. Kirk is a wonderful Fire Chief. He is at \$70,000 now and December 31st, he will be at \$72,000. I ask that the Legislative Committee take this into account when discussing it. I request the Legislative Committee meet again to get a handle on this. If you do that, whatever you recommend, I will support.

Mrs. Conley stated I came to City Hall on Thursday and got my agenda. There was nothing on the agenda for the Legislative Meeting. I did my homework, getting wages and salaries on my own and all of a sudden, tonight, somebody has got the stuff? Why don't I have the stuff? Why wasn't it given in a packet before tonight like normal things that people ask for? It was not in my email, at all. I brought it to their attention and that's why it is there tonight.

Mayor Haskins stated I need to address this because it has been said numerous times and I believe it is being pointed in my direction. I would like to clarify this. First of all, I was at the last Legislative Meeting and the portion of that meeting that I heard was Mr. Martinbianco when he stated we are not willing to discuss this, we don't have comparables. During that time, I left Council Chambers to go to the outside door to let Councilman Smith in the building. If something changed in that meeting or if Mrs. Conley scheduled a meeting or

asked for comparables, I did not hear that. The Clerk notified me when she stayed after work to give Mrs. Conley her council packet. Mr. Fenner got a hold of me on Friday to request it. Wherever the breakdown is in communication, all anyone had to do was call me. You didn't even have to come in just call, text or email Mr. Abbey or myself. I apologize for the communication breakdown but no one ever came to me to request it. It is not the Clerk's job and you all know that. It was as simple as a phone call to me. If it was a miscommunication our end, I apologize. There was nothing intentional there. There does not have to be this breakdown in communication. Everything we have been doing between the administration and city council is progressing and moving this city forward. Why do we want to go back to the old days of bickering, fighting and arguing over simple things when all it takes is a phone call. We could have had this done and there wouldn't have been an issue. Why is this being made into something personal? Mrs. Conley said in the Legislative Meeting that because it was something she wanted, that's why you didn't get it. It has nothing to do with that. I wasn't aware of it. I am willing to work with each of you as much as possible on these things. I am all about giving raises, especially to my Charter Five. How am I supposed to do things if I am unaware of your intentions? Never once did anyone say to me that was the intention. It wasn't even discussed at the council meeting just following the Legislative Meeting. No one said anything about needing comparables for the Legislative Meeting. Nothing was brought up about the Fire Chief or anything else. We will get the comparables for the next Legislative Meeting, please just let me know when you schedule it. Let's just all try to work together and get through this. If you intend to include the Treasurer, let me know and we will have the stuff together for that as well.

Mr. Smith stated I have spoke to the Mayor and Mrs. Conley both about this and I don't see any intent to create ill-will or knowingly do something malicious. Sometimes there are breakdowns in communication. To me, the administration and council are working together better now than they ever have and one of my concerns is that I do not want to lose sight of that. We can agree to disagree. We have good workers here and we are trying to do what's right for the employees and also represent the residents. The Mayor did have to let me in the building that day and he did say he was missing part of the meeting. What he said happened. There was no ill-intent just a miscommunication. We have a good thing going right now. If the Legislative Committee meets again, they can come back to council with the types of Fire Chiefs these are and comparable cities as far as wealth. They will have time to do it and do it right. I don't want this to set us back.

Mr. O'Keefe stated I think we have discussed this enough. My suggestion is that we have a plan to have another Legislative Meeting so let's get the information out to everybody so we can move on.

Mr. Fenner stated I would like to schedule the next Legislative Meeting prior to the next council meeting at 6:00 PM on April 19th to discuss the Fire Chief. The administration is here and I am sure they will send out the information that they gave me for tonight. Again, I apologize for not getting with the administration sooner this time. I did call the Mayor on Friday and got the information on Monday. That is pretty quick. Unfortunately, it is not quick enough to get it to peoples houses when they are not physically at the meeting. Will the administration please email the information to the Legislative Committee as well as the other council members?

Mayor Haskins asked for clarification. Will it be just the Fire Chief or the Fire Chief and Treasurer?

Council agreed that they would like to discuss both positions.

Mayor Haskins stated we will get that information out to you. Thank you.

Mr. Martinbianco asked if Mr. Abbey is a union member?

Mr. Abbey said, yes, I am.

Mr. Martinbianco stated he has a problem with a union member negotiating on behalf of non-union people. I prefer not having a union member discussing these positions and on the behalf of the Mayor.

K. COUNCIL ACTION

1. Approve and authorize the payment of Attorney Billing (Doyle) 3/10/21 to 3/30/21 in the amount of \$4,859.00.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

2. Approve and authorize the request for a Residential Sanitary Water & Sewer Installer's License for Greg Prose Excavating, LLC., 10615 Eagle Road, Davisburg, Michigan.

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

3. Approve and authorize the Mayor and City Clerk to sign Resolution 2021-09 Local Government Approval for a request for a new liquor license by NCG Courtland, Inc., located at 4190 East Court Street, Suite 200, Burton, MI. 48509 and forward recommendation of approval to the Michigan Liquor Control Commission (MCL 436.1501).

Mr. Martibianco stated he went to LARA and there are three requests for two liquor licenses. I am not sure the theater is the proper venue for that.

Ms. Boggs stated she contacted LARA regarding this. They assured me that they will only allocate up to the maximum number of licenses allowed which for the city is 20 licenses. They allocate them on a first come basis so they asked me to provide to you with the dates of outstanding local approvals for the year. You will see that in a memo that is attached for your packet. Mr. Martinbianco you are correct. This will be the second and third licenses this year for two available licenses.

Mr. O'Keefe asked if the Police Chief has signed off on both of these.

Chief Ross stated my part of the process takes place after the information goes to LARA. They will send me their packet and ask me if I have issues with it. If there are issues at that time, we will explain why. Looking at these two, I don't know if there would be an issue.

Minutes Acceptance: Minutes of Apr 5, 2021 7:00 PM (APPROVAL OF MINUTES)

Mr. O'Keefe stated this isn't a trick question. You are very close to what is going on. It is very important to me that from a police angle, there are no problems with it.

Chief Ross stated he does not see a problem with either one of these licenses.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

4. Approve and authorize the Mayor and City Clerk to sign Resolution 2021-10 Local Government Approval for a request for a new liquor license by Drinks of Essence, Inc., located at G-4549 S. Saginaw Street, Burton, MI. 48529 and forward recommendation of approval to the Michigan Liquor Control Commission (MCL 436.1501).

Mr. Fenner stated, for Drinks of Essence, I know where this building is and the size of the building. What is their intention?

Ms. Boggs stated the applicant intends to provide bartending training and services.

Discussion ensued regarding the building and services provided.

Mr. Wells stated to be clear, we have two licenses available so the first two would be Brother's Brunch House on Davison Road and NCG Cinemas. The third one here, even if approved, would have to wait until another one opened up. Is that correct?

Ms. Boggs stated that is correct. I would like to point out that none of the licenses, including Brother's Brunch House that you approved in January, have been allocated by the state which means they have not turned in their application paperwork. So, if Brother's Brunch House changes their mind and never turns their paperwork in then these other two licenses could be allocated.

Discussion continued on the number of allowable and allocated licenses.

Mayor Haskins stated once council approves a liquor license it is up to the applicant to turn their paperwork in to the state. It is first come first served.

RESULT:	CARRIED [5 TO 2]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Smith, Conley
NAYS:	Wells, Fenner

5. Approve and authorize the Mayor and Clerk to sign an amendment to the contract with Consumers Energy to correct low hanging traffic signals at the corner of Genesee Road and Lapeer Road at no additional cost to the city.

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

6. Approve and authorize acceptance of the Memorandum of Understanding between the City of Burton and the Police Officers Labor Council - Burton Patrol Officers wage reopener.

RESULT: CARRIED [6 TO 1]
MOVER: Gregory Fenner, Vice President
SECONDER: Tom Martinbianco, Councilman
AYES: Martinbianco, Heffner, Wells, Smith, Fenner, Conley
NAYS: O'Keefe

7. Budget Amendment POL3 Approve and authorize the following 2020-2021 budget amendment: Increase 2007-2007-975.0002 Gasoline Storage Tank by \$5,000; Increase 2007-2007-975.0003 Parking Lot & Sidewalks by \$50,000; Increase 2007-2007-985.0000 Police Vehicles by \$100,000; Increase 2007-2007-984.0000 Equipment by \$227,000; Increase 2007-2007-934.0000 by \$24,500, Decreasing the 2007 Police Fund Balance by \$406,500.

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

8. Approve and authorize \$140,006.60 from marijuana money to be placed into road preservation GL# 2003-4063-818.2000.

RESULT: CARRIED [UNANIMOUS]
MOVER: Vaughn Smith, Councilman
SECONDER: Danny Wells, Councilman
AYES: Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

L. FIRST READING OF ORDINANCE

1. 5043 : First reading of amended Ordinance 30.03 (A) with option B.

Mr. Martinbianco stated at Legislative Committee, there was no option (B). It was only option (A). I do not know where it came from.

Mr. Heffner stated the Mayor previously stated that he added option (B).

Mr. Martinbianco stated he cannot add that. We only discussed option (A). I would

like the Legislative Chair to weigh in on this.

Mr. Fenner stated I can only agree that option (A) was the only thing we decided. I understand the reason behind the Mayor adding the option. I also agree with Mr. O'Keefe.

Mr. Martinbianco stated the Mayor has no authority over the Legislative Committee. It is an ordinance and we said how it was going to be. The amount determined by the Mayor was removed. We could have left it in there and we chose not to.

Attorney Doyle stated the Legislative Committee is just a committee that gives recommendations. The Mayor has the authority to add to the agenda just like the Council President or any of you. There is nothing improper here.

Mr. O'Keefe stated I see the dates as a secondary situation. These people work at the will of the Mayor. They are not in a union or entitled to that money just because they are in that position. These are the Mayor's employees. This is why I would like to choose option (B).

Motion was made by Mr. O'Keefe and supported by Mr. Wells to approve option (B). Motion was made by Mrs. Conley and supported by Mr. Martinbianco to approve option (A).

Mr. Heffner stated this is what we are going to do, we will take a roll call vote and each council person will state either (A) or (B). Whichever gets the most votes will be the victor.

Mr. Martinbianco stated I will probably protest that.

Roll call results are as follows:

Mrs. Conley: A
Mr. Martinbianco: A
Mr. Wells: B
Mr. O'Keefe: B
Mr. Smith: B
Mr. Fenner: B
Mr. Heffner: A

Vote result: 3 votes for option (A), 4 votes for option (B).

RESULT:	CARRIED TO SECOND READING [4 TO 3] Next: 4/19/2021 7:00 PM
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Danny Wells, Councilman
AYES:	O'Keefe, Wells, Smith, Fenner
NAYS:	Martinbianco, Heffner, Conley

2. 5044 : First reading of amended Ordinance 30.03 (C) with option B.

Motion was made by Mr. O'keefe and supported by Mr. Wells to approve option (B).

Mr. Martibianco stated he would like to pass.

Mr. Heffner stated you cannot do that.

Attorney Doyle stated there is no reason for you to abstain.

Roll call results are as follows:

Mrs. Conley: A
Mr. Martinbianco: B
Mr. Wells: B
Mr. O'Keefe: B
Mr. Smith: B
Mr. Fenner: B
Mr. Heffner: A

Vote result: 2 votes for option (A), 5 votes for option (B).

Mrs. Conley would like an answer if the fence has gone out to bid yet?

Mr. Abbey stated the budget was our priority by law. We will get it done as soon as possible. Regarding your other questions, Bristol Road is well underway and will be on the next set of demos. We don't do demos individually because it is not cost effective. We have to wait until after the budget is approved because we need additional funding. All notifications have been given and they are moving forward.

Mrs. Conley stated if you want me to paint at the Fire Station, I will work with you. Regarding the Legislative Meeting, I would rather have seen it cancelled. Hopefully, this doesn't happen again and we can get it all straightened out.

Mr. Heffner stated on the corner of Lombarde and Lapeer, Consumers tore out part of the turn lane and replaced it with cold patch. They were supposed to fix it last year and it is still not fixed. Can you contact Consumers while they are in the area? Who cut the holes on Center Road South of Lippincott? One more spot on Belsay Road where we did the temporary asphalt in the southbound lane, there was a hole cut there that is settling.

Mr. Abbey stated we will put Consumers on notice. Center Road was probably Consumers as well. They have a new process that includes the temporary patch.

Mr. Wells asked about Burton Auto Glass. Is that scheduled for demolition?

Mayor Haskins stated Mr. Fenner asked me about this the other day. The owner that is responsible for that was medically incapacitated and was off the charts for a few months. About three weeks ago, I was told they are starting to move on it.

Mr. O'Keefe stated at the last budget, I think it was \$180,000 in demolitions. I added up this year and we are nowhere close. We need to check on it and destroy some houses. What is going on with the Code Enforcement Officer we approved last year?

Mr. Abbey stated if we post the position we will lose another operator from another position. I am going to come to you with a proposal. It isn't going to benefit us like you think it is. The courts are not open. It takes a long time to get through the process. We have many bigger needs than that.

Mr. Heffner stated the council said we want another Code Enforcer. We expect them to be hired. That is what those dollars were set aside for.

Discussion continued regarding the Code Enforcer position.

RESULT:	CARRIED TO SECOND READING [5 TO 2] Next: 4/19/2021 7:00 PM
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Danny Wells, Councilman
AYES:	Martinbianco, O'Keefe, Wells, Smith, Fenner
NAYS:	Heffner, Conley

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

Meeting was adjourned at 9:23 PM.

Minutes Acceptance: Minutes of Apr 5, 2021 7:00 PM (APPROVAL OF MINUTES)



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

Meeting: 04/19/21 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Racheal Boggs
Department Head: Racheal Boggs

K.1

ADOPTED

AGENDA ITEM (ID # 5061)

DOC ID: 5061 A

**Approve and authorize the payment of Attorney Billing
(Doyle) 4/1/21 to 4/13/21 in the amount of \$4,224.50.**

RESULT:	CARRIED [6 TO 0]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Conley
AWAY:	Dennis O'Keefe



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

Meeting: 04/19/21 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Racheal Boggs
Department Head: Racheal Boggs

K.2

ADOPTED

AGENDA ITEM (ID # 5059)

DOC ID: 5059

**Approve and authorize the payment of Attorney Billing
(Masud) 3/1/2021 to 3/31/2021 in the amount of \$4,294.00.**

RESULT:	CARRIED [6 TO 0]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Conley
AWAY:	Dennis O'Keefe



ADOPTED

AGENDA ITEM (ID # 5058)

DOC ID: 5058

Approve and authorize the Mayor's reappointment of Robert E. Wilson, 4059 Grand Oaks Court, Burton, MI., 48519 to the City of Burton Parks and Recreation Commission for a term expiring in April 2024.

ATTACHMENTS:

- Robert Wilson Letter of Interest-P&R (PDF)

RESULT:	CARRIED [6 TO 0]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Conley
AWAY:	Dennis O'Keefe

13 April 2021

From: Robert E. Wilson 4059 Grand Oaks Court Burton, MI. 48519
 To: Honorable Duane Haskins Major City of Burton

Subj: Reappointment to City of Burton Parks and Recreation Commission

I would like to be reappointed to the City of Burton Parks and Recreation Commission for another term. I have enjoyed working with the City and the community. I have supported the commission in various programs. But my favorite activity is that of supporting all our Veterans Programs.

Respectfully,


 PGC Robert E. Wilson
 4059 Grand Oaks CT
 Burton, MI. 48519

Background:

Retired Navy, Retired At&t Computer System Tech, VFW Past District Commander, VFW Post Jr. Vice Commander, Past Grand Commander Military Order of the Cootie, DAY #3 Adjutant and JAG, Chairman of VCAT Reg-6, President of Michigan Area Council of the Navy League of the United States, Vice President of Legislative Affairs for the Great Lakes Region, City of Burton Parks and Recreation Commission, Vice President 2 Year, assisted with several programs and chair the Memorial Day and Veterans Day Programs.

Attachment: Robert Wilson Letter of Interest-P&R (5058 : Parks and Recreation Reappointment)



ADOPTED

AGENDA ITEM (ID # 5062)

DOC ID: 5062

Approve and authorize the Mayor's appointment of Greg Hull, 3433 Columbine Ave, Burton, MI., 48529 to the City of Burton Parks and Recreation Commission for a term expiring in April 2024.

COMMENTS - Current Meeting:

Mr. Fenner stated I don't know if anyone has had the chance to meet Greg Hull. I truly expect him to be an asset to the Parks & Recreation Commission. He is very knowledgeable in grants and other things and will help the board immensely.

ATTACHMENTS:

- Greg Hull Letter of Interest-P&R (DOCX)

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

From: Greg Hull <ghull@uwalumni.com>
Sent: Thursday, April 15, 2021 9:00 AM
To: Duane D. Haskins <d.haskins@burtonmi.gov>
Subject: Parks & Rec Board

Mayor Haskins,

I understand there is an opening on the City's Parks and Recreation Board. As an avid park goer and a proud Burton resident, I would like to serve on said Board. Thank you for your consideration.

Have a nice day,

--

Greg Hull
3433 Columbine Ave, Burton, MI 48529
Cell: 608-443-9169

Attachment: Greg Hull Letter of Interest-P&R (5062 : Parks and Recreation Appointment)



ADOPTED

AGENDA ITEM (ID # 5060)

DOC ID: 5060

**Approve and authorize the request for a Residential Sanitary
Water & Sewer Installer's License for K-1 Concrete, Inc.,
10009 Taymouth Drive, Montrose, Michigan.**

ATTACHMENTS:

- K-1 Concrete Inc. Application (PDF)

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



City of Burton
4303 S. Center Rd.
Burton, MI 48519
www.burtonmi.gov

Application for Sewer & Water Installer License

Date: 4-12-2021 License Expiration: _____
 Name of Applicant: Edye Potter / Terry Potter
 Applicant Address: 10009 Taymouth Dr Montrose
 Phone Number: 810, 247-0614 Email: eharris.potter@gmail.com
 Name of Business: K-1 Concrete Inc
 Business Address: 10009 Taymouth Dr Montrose MI
 Phone Number: 810, 869 4163 Plumbing License #: _____

LICENSE FEES	Amount	Proration	PAID
1. Sewer Installer Expires - March 31, _____	\$100.00		☐
2. Water Installer Expires - March 31, _____	\$100.00		☐

- Applicant must file a Performance Bond in the Amount of \$10,000.
- Applicant must maintain insurance against liability in the amounts of \$100,000 for injury to one person and \$300,000 per occurrence, and against liability for property damage in the amount of \$100,000.
- Each contractor shall maintain Workman's Compensation insurance covering all employees.

The undersigned hereby specifically agrees that any approval granted for license received after said approval is subject to revocation at any time by the Burton City Council, and that there shall be no liability on the part of the Burton City Council of the City of Burton, or any officers, members or employees of said units, because of any revocations and the granting of such approval of license does not create a vested right.

The undersigned hereby specifically agrees to abide by all provisions of Burton City Ordinance #112, adopted 8-4-69, effective 9-15-69, and all City Ordinances and Resolutions of the Burton City Council now in force or hereinafter adopted.

I, Edye Potter (applicant) being duly sworn, state that I have read the foregoing application and exhibits therein contained and attached, by me subscribe and knowingly made the foregoing answers, statements, and representations therein contained and that said statement representations are true.

THIS APPLICATION MUST BE SIGNED BEFORE A NOTARY: _____

Edye A. Potter
Signature of Applicant

Subscribed and sworn before me a Notary Public in and for the County of Genesee, State of Michigan this 12 day of April, 20 21.

Lindsay Bee
Notary Public

01/04/2026
Commission Expires

Y:\Documents\LICENSES\Applications\Sewer & Water Installer.docx

CITY OF BURTON
 4303 S. CENTER RD.
 BURTON, MI 48519
 Phone : 810-743-1500
 WWW.BURTONMI.GOV

Received From:
 EDYE POTTER

Date: 04/12/2021 Time: 11:13:09 AM
 Receipt: 110700553
 Cashier: HOLBROOKC
 Workstation: Drawer: 1

ITEM REFERENCE	AMOUNT
LICENSE LICENSE FEES	
WATER & SEWER K1 CONCRETE	
1001-0000-450.0000	\$200.00
SUB-TOTAL	\$200.00
Total Tendered:	\$200.00
ORDER #:	
b00e8c36-1dc1-49c6-bf1b-c59a007c6135	
Credit Card Type Visa	
CC Processing Fee	\$5.90
CREDIT CARD XXXXXXXXXXXX4265	
Grand Total:	\$205.90
Change:	\$0.00

Signature

Attachment: K-1 Concrete Inc. Application (5060 : Residential Sanitary Water & Sewer Installer's License)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 04/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CIS AGENCY INC 3489C PIERSON PLACE FLUSHING MI 48433 INSURED K-1 CONCRETE INC 10009 Taymouth Dr Montrose MI 48457-9730	CONTACT NAME: Jeffery James PHONE (A/C, No, Ext): 810-733-3880 FAX (A/C, No): 810-733-6211 E-MAIL ADDRESS: james@clsagencyinc.com INSURER(S) AFFORDING COVERAGE INSURER A: EMC Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	5D88642	06/07/2020	06/07/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	5E88642	06/07/2020	06/07/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	N	N	5J88642	06/07/2020	06/07/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5H88642	06/07/2020	06/07/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CANCELLATION

 City of Burton
 4303 S. Center Rd

Burton

MI 48519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls
State of South Dakota, its regularly elected Vice President
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Sewer Digger City of Burton

bond with bond number 65453711

for K-1 Concrete, Inc.

as Principal in the penalty amount not to exceed: \$ 10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings. Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 12th day of April,
2021.

ATTEST

L. Nelson

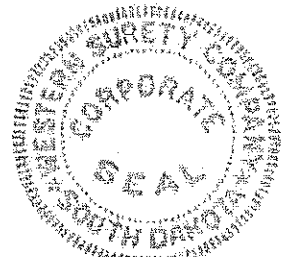
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

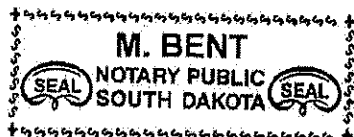
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 12th day of April, 2021, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires March 2, 2026

Notary Public

M. Bent

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.





ADOPTED

AGENDA ITEM (ID # 5057)

DOC ID: 5057

Approve and authorize the Mayor and City Clerk to execute a Contract with the Michigan Department of Transportation for hot mix asphalt cold milling and resurfacing work, including drainage improvement, pavement repair, miscellaneous concrete curb and gutter, concrete sidewalk and ramp, and pedestrian signal installation work; and all together with necessary related work along Southbound Grand Traverse from Hemphill to Bristol Road in the City of Burton, Genesee County (DPW project No. 20-003-P), MDOT Control Section STU 25000, Job number 207658CON, MDOT Contract Number 21-5063 at an estimated total cost of \$607,389.00, of which the City of Burton's final cost will be approximately \$121,478.00 and to authorize Amber Abbey, Street Administrator/Deputy DPW Director to digitally sign said contract on behalf of the City of Burton.

ATTACHMENTS:

- 207658_21-5063. contract (PDF)
- Resolution to approve MDOT Contract (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

STP

DA

Control Section	STU 25000
Job Number	207658CON
Project	21A0(356)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	21-5063

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF BURTON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the city of Burton and Flint, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 29, 2021, attached hereto and made a part hereof:

Hot mix asphalt overlay, cold milling hot mix asphalt and concrete along Southbound Grand Traverse Street from Bristol Road to Hemphill Road and including joint and base repairs, storm sewer, concrete curb and gutter, sidewalk and ramps signing and pavement markings; and all together with necessary related work.

WITNESSETH:

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

WHEREAS, the reference "FHWA" in PART 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

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.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

Costs for construction engineering, construction materials testing, and inspection as may be incurred by the DEPARTMENT and the REQUESTING PARTY, including any other costs incurred by the DEPARTMENT as a result of this contract, will be at PROJECT COST. Costs for construction engineering, construction materials testing, and inspection incurred by the REQUESTING PARTY for the PROJECT shall be limited to the lesser of: (1) 100 percent of the actual costs for construction engineering, construction materials testing, and inspection, or (2) 15 percent of the actual contracted physical construction costs.

The costs incurred by the REQUESTING PARTY for preliminary engineering and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

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 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 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

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio equal to 78.61 percent. The balance of the PART A portion of the PROJECT COST, after deduction of Federal 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 not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

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 Federal Funds earned as the PROJECT progresses.

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 365.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, 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.

11. If federal and/or 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.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

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

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

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

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

14. 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.

15. 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.

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 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.

18. 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 owner's 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.

19. 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 resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

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

CITY OF BURTON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



Attachment: 207658_21-5063. contract (5057 : MDOT Contract for Southbound Grand Taverse)

March 29, 2021

EXHIBIT I

CONTROL SECTION	STU 25000
JOB NUMBER	207685CON
PROJECT	21A0(356)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$558,410	\$ 94,540	\$652,950
Construction Engineering, Construction Materials Testing, & Inspection			
	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
	\$73,400	\$ 0	\$73,400
GRAND TOTAL	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
	\$631,810	\$94,540	\$726,350

COST PARTICIPATION

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
GRAND TOTAL ESTIMATED COST	\$631,810	\$94,540	\$726,350
Less Federal Funds*	<u>\$496,666</u>	<u>\$ 0</u>	<u>\$496,666</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$135,144	\$94,540	\$229,684

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

Attachment: 207658_21-5063. contract (5057 : MDOT Contract for Southbound Grand Taverse)

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

Attachment: 207658_21-5063_contract (5057 : MDOT Contract for Southbound Grand Taverse)

03-15-93

1

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 2021-12
CITY OF BURTON
GENESEE COUNTY MICHIGAN

RESOLUTION

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

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

Approve and authorize the Mayor and City Clerk to execute a Contract with the Michigan Department of Transportation for hot mix asphalt overlay, cold milling hot mix asphalt and concrete along Southbound Grand Traverse Street from Bristol Road to Hemphill Road and including joint and base repairs, storm sewer, concrete curb and gutter, sidewalk and ramps signing and pavement markings; and all together with necessary related work in the City of Burton, Genesee County (DPW project No. 20-003-P), MDOT Control Section STU 25000, Job number 207658CON, MDOT Contract Number 21-5063 at an estimated total cost of \$607,389.00, of which the City of Burton's final cost will be approximately \$121,478.00. and to authorize Amber Abbey, Street Administrator / Deputy DPW Director to digitally sign said contract on behalf of the City of Burton.

CERTIFICATION

I, Racheal Boggs, City Clerk of Burton, do certify that the above Resolution was duly adopted in conformance with Act 267 Public Acts of Michigan, 1976, at a Regular Council Meeting of the City of Burton Council held at Burton City Hall, April 19, 2021 by the following vote:

Ayes:

Nays:

Absent:

THIS RESOLUTION IS DECLARED ADOPTED

Dated: _____

Racheal Boggs, City Clerk

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

Attachment: Resolution to approve MDOT Contract (5057 : MDOT Contract for Southbound Grand Traverse)



ADOPTED

AGENDA ITEM (ID # 5043)

DOC ID: 5043

Approve and authorize the first reading of amended Ordinance 30.03. An ordinance to amend Chapter 30.03 (A) of the City of Burton Code of Ordinances by the increase in the salary of the City Clerk of the City of Burton and to provide for the effective dates thereto.

The annual salary of the Clerk of the City of Burton shall be an amount determined by the Mayor not in excess of the following amounts for the periods set forth:

- (1) April 5, 2021: \$60,571.08
- (2) Effective July 1, 2021 - \$70,000
- (3) Effective December 31, 2021 - \$72,000
- (4) Effective December 31, 2022 - \$75,000

HISTORY:

04/05/21 City Council

CARRIED TO SECOND READING

Mr. Martinbianco stated at Legislative Committee, there was no option (B). It was only option (A). I do not know where it came from.

Mr. Heffner stated the Mayor previously stated that he added option (B).

Mr. Martinbianco stated he cannot add that. We only discussed option (A). I would like the Legislative Chair to weigh in on this.

Mr. Fenner stated I can only agree that option (A) was the only thing we decided. I understand the reason behind the Mayor adding the option. I also agree with Mr. O'Keefe.

Mr. Martinbianco stated the Mayor has no authority over the Legislative Committee. It is an ordinance and we said how it was going to be. The amount determined by the Mayor was removed. We could have left it in there and we chose not to.

Attorney Doyle stated the Legislative Committee is just a committee that gives recommendations. The Mayor has the authority to add to the agenda just like the Council President or any of you. There is nothing improper here.

Mr. O'Keefe stated I see the dates as a secondary situation. These people work at the will of the Mayor. They are not in a union or entitled to that money just because they are in that position. These are the Mayor's employees. This is why I would like to choose option (B).

Motion was made by Mr. O'Keefe and supported by Mr. Wells to approve option (B).

Motion was made by Mrs. Conley and supported by Mr. Martinbianco to approve option (A).

Mr. Heffner stated this is what we are going to do, we will take a roll call vote and each council person will state either (A) or (B). Whichever gets the most votes will be the victor.

Mr. Martinbianco stated I will probably protest that.

Roll call results are as follows:

Mrs. Conley: A

Mr. Martinbianco: A

Mr. Wells: B

Mr. O'Keefe: B

Mr. Smith: B

Mr. Fenner: B

Mr. Heffner: A

Vote result: 3 votes for option (A), 4 votes for option (B).

COMMENTS - Current Meeting:

Mr. Martinbianco asked if this was for option A or B.

Mr. Heffner stated option B based both times. It is part B.

Mr. Wells asked if we need to add at the Mayor's discretion.

Mr. Heffner stated it was already added in for option B.

ATTACHMENTS:

- CH 30.03 (A) Administrative Officers- Clerk (DOCX)

RESULT:	CARRIED [6 TO 1]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	O'Keefe, Heffner, Wells, Smith, Fenner, Conley
NAYS:	Tom Martinbianco

§ 30.03 ADMINISTRATIVE OFFICERS; COMPENSATION AND BENEFITS ADOPTED.

(A) The annual salary of the Clerk of the City of Burton shall be an amount determined by the Mayor not in excess of the following amounts for the periods set forth:

(1) March 9, 2009 — \$58,241.42.

(2) July 1, 2009 until modified by ordinance: \$60,571.08.

(B) The annual salary of the Treasurer of the City of Burton shall be an amount determined by the Mayor in accordance with the following:

(1) December 17, 2018 — \$60,643.91.

(2) Effective January 1, 2019 the base salary upon appointment shall be \$65,000.00.

(3) Effective December 31, 2019 and upon fulfillment of 12 months of continuous service as Treasurer, the salary shall not exceed \$68,000.00.

(4) Effective December 31, 2020 and upon fulfillment of 24 months of continuous Service as Treasurer, the salary shall not exceed \$70,000.00.

(C) The annual salary of the Assessor of the City of Burton shall be an amount determined by the Mayor not in excess of the following amounts for the periods set forth:

(1) March 9, 2009 — \$72,704.27.

(2) July 1, 2009 until modified by ordinance: \$75,612.44.

(D) The annual salary of the Chief of Police of the City of Burton shall be an amount determined by the Mayor in accordance with the following:

(1) December 17, 2018 — \$70,169.55.

(2) Effective January 1, 2019 the base salary upon appointment shall be \$92,000.00.

(3) Effective December 31, 2019 and upon fulfillment of 12 months of continuous service as Chief of Police, the salary shall not exceed \$93,500.00.

(4) Effective December 31, 2020 and upon fulfillment of 24 months of continuous service as Chief of Police, the salary shall not exceed \$95,000.00.

(E) The annual salary of the Fire Chief of the City of Burton shall be an amount determined by the Mayor in accordance with the following:

(1) December 17, 2018 — \$60,571.08.

(2) Effective January 1, 2019 the base salary upon appointment shall be \$68,000.00.

(3) Effective December 31, 2019 and upon fulfillment of 12 months of continuous service as Fire Chief, the salary shall not exceed \$70,000.00.

(4) Effective December 31, 2020 and upon fulfillment of 24 months of continuous service as Fire Chief, the salary shall not exceed \$72,000.00.



ADOPTED

AGENDA ITEM (ID # 5044)

DOC ID: 5044

Approve and authorize the first reading of amended Ordinance 30.03. An ordinance to amend Chapter 30.03 (C) of the City of Burton Code of Ordinances by the increase in the salary of the City Assessor of the City of Burton and to provide for the effective dates thereto.

The annual salary of the Assessor of the City of Burton shall be an amount determined by the Mayor not in excess of the following amounts for the periods set forth:

- (1) April 5, 2021: \$75,612.44
- (2) Effective July 1, 2021 - \$80,000
- (3) Effective December 31, 2021 - \$83,000
- (4) Effective December 31, 2022 - \$86,000

HISTORY:

04/05/21 City Council

CARRIED TO SECOND READING

Motion was made by Mr. O'keefe and supported by Mr. Wells to approve option (B).

Mr. Martibianco stated he would like to pass.

Mr. Heffner stated you cannot do that.

Attorney Doyle stated there is no reason for you to abstain.

Roll call results are as follows:

Mrs. Conley: A

Mr. Martinbianco: B

Mr. Wells: B

Mr. O'Keefe: B

Mr. Smith: B

Mr. Fenner: B

Mr. Heffner: A

Vote result: 2 votes for option (A), 5 votes for option (B).

Mrs. Conley would like an answer if the fence has gone out to bid yet?

Mr. Abbey stated the budget was our priority by law. We will get it done as soon as possible. Regarding your other questions, Bristol Road is well underway and will be on the next set of demos. We don't do demos individually because it is not cost effective. We have to wait until after the budget is approved because we need additional funding. All notifications have been given and they are moving forward.

Mrs. Conley stated if you want me to paint at the Fire Station, I will work with you. Regarding the Legislative Meeting, I would rather have seen it cancelled. Hopefully, this doesn't happen again and we can get it all straightened out.

Mr. Heffner stated on the corner of Lombarde and Lapeer, Consumers tore out part of the turn lane and replaced it with cold patch. They were supposed to fix it last year and it is still

not fixed. Can you contact Consumers while they are in the area? Who cut the holes on Center Road South of Lippincott? One more spot on Belsay Road where we did the temporary asphalt in the southbound lane, there was a hole cut there that is settling.

Mr. Abbey stated we will put Consumers on notice. Center Road was probably Consumers as well. They have a new process that includes the temporary patch.

Mr. Wells asked about Burton Auto Glass. Is that scheduled for demolition?

Mayor Haskins stated Mr. Fenner asked me about this the other day. The owner that is responsible for that was medically incapacitated and was off the charts for a few months. About three weeks ago, I was told they are starting to move on it.

Mr. O'Keefe stated at the last budget, I think it was \$180,000 in demolitions. I added up this year and we are nowhere close. We need to check on it and destroy some houses. What is going on with the Code Enforcement Officer we approved last year?

Mr. Abbey stated if we post the position we will lose another operator from another position. I am going to come to you with a proposal. It isn't going to benefit us like you think it is. The courts are not open. It takes a long time to get through the process. We have many bigger needs than that.

Mr. Heffner stated the council said we want another Code Enforcer. We expect them to be hired. That is what those dollars were set aside for.

Discussion continued regarding the Code Enforcer position.

ATTACHMENTS:

- CH 30.03 (C) Administrative Officers- Assessor (DOCX)

RESULT:	CARRIED [6 TO 1]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	O'Keefe, Heffner, Wells, Smith, Fenner, Conley
NAYS:	Tom Martinbianco

§ 30.03 ADMINISTRATIVE OFFICERS; COMPENSATION AND BENEFITS ADOPTED.

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- (2) Effective January 1, 2019 the base salary upon appointment shall be \$68,000.00.
- (3) Effective December 31, 2019 and upon fulfillment of 12 months of continuous service as Fire Chief, the salary shall not exceed \$70,000.00.
- (4) Effective December 31, 2020 and upon fulfillment of 24 months of continuous service as Fire Chief, the salary shall not exceed \$72,000.00.