



CITY OF BURTON
BURTON CITY COUNCIL MEETING
APRIL 4, 2016
MINUTES

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 7:10 PM.

A. INVOCATION LED BY: STEVEN HEFFNER

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

C. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Councilman	Late	7:46 PM
Duane Haskins	Vice-President	Present	
Dennis O'Keefe	Councilman	Present	
Steven Heffner	President	Present	
Ellen Ellenburg	Councilwoman	Present	
Vaughn Smith	Councilman	Present	
Steven Hatfield	Councilman	Present	

D. STAFF PRESENT

Paul Zelenko, Mayor
Robert Slattery, DPW Director
Ginger Burke-Miller, Controller
Bette Bigsby, Benefits

Teresa Karsney, Clerk
Sue Warren, HR Director
Rik Hayman, Chief of Staff

1. President Heffner stated the following items will be removed from the Agenda.

Council Action:

Items #3, 4, 5, 6 were removed from agenda

Tabled Items from Previous Meeting:

Item #1 was removed from agenda.

E. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Mar 21, 2016 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

F. ADMINISTRATIVE REPORTS

Mayor Zelenko read into the record budget letter submitted to Council with the Budget for Fiscal year 2016-2017. Also she gave City Council a post budget item list that Council made last year with an update on each item.

Updated Council on the following:

Sanitary sewer repair on Farmcrest-Covert to Wilmar.

Demolition program:

- Inspections on all the houses will be done the week of April 11th
- Dates will be set up to come before City Council for the setting of public hearings
- Will have list of address to Council starting April 18th meeting

1224 Wells

- Getting bids on the demolition
- Title work in process
- Sent letter to owner

House Fires - Demolitions

3438 Camden

- Going to rebuild or repair
- Waiting for the Insurance
- Going to the Zoning board of Appeals on April 21, 2016 to see if they can put an RV on the site during construction

4350 Chicory

- Owner will have personal items out of the garage by April 3, 2016
- Demolition will be in the next 2 weeks
- Burnash will let us know what day he can be there

LED/Consumers Information

- On East Court Street South from Genesee east to the dead end, there are 12 lights. Cost to convert if \$2,062.22 installed
- On Risdorph, Leith and that subdivision loop (Centerwood, Glade, Rhea, Woodstead and Coral) there are 26 lights. Cost to convert \$6,439.96 installed.
- No specific time frame available, but can certainly be done this summer if approval is obtained relatively soon. All are cobra head lights on poles with brackets. Lights on Covert Street are center-suspended which will require further analysis and conversion to pole mounted. Might require additional lights or brighter lights.

Mayor Zelenko presented the agenda items for tonight's meeting. She also noted a new section has been added to your agenda so that we do not lose track of items that were tabled from previous meetings.

G. COMMITTEE REPORTS

Mr. Hatfield reported on Park and Recreation: Family Movie nights. That there is a fundraiser for Movies in Park at Sharky's at 6:00 p.m. on April 29, 2016.

Mr. O'Keefe stated he would like to schedule a LED Committee meeting on April 20, 2016 at 6:00 p.m.

Mr. Smith stated he would like to schedule a Finance Meeting.

H. AUDIENCE PARTICIPATION

City Council received comments from the following people:

Kathy Hall of Burton - Houses on Forest Street.

Lisa Williams of Burton - Trash cans, foreclosed houses and parking on lawns.

Deb Walton of Burton - Code enforcement and harassment of by code enforcement officer.

John Stapish of Burton - Keller Thoma bill and code enforcement.

Roger Coach of Burton - Flint water

Sandy Coach of Burton - Flint water

Doris Hilt of Burton - Being bullied by DPW Director and Code Enforcement.

Rick Fuhst of Burton - Houses on Forest Street.

Jim Shustock of Burton - How code enforcement is done.

I. COUNCIL DISCUSSION

City Council discussed the following items:

Coyote problem at the church

Set an LED Committee Meeting

Discussion on Public Hearing Date

Gabriel, Roeder, Smith and Company new meeting date

Keller Thoma bill

Water issue with the Flint customers

Code enforcement

New business

Setting a public hearing on budget

Sound system quotes

Employee hours

1. Motion to add as Item # 12 in Council Action "Approve and authorize the administration to send written notification to all bargaining units that per action of the City Council on April 4, 2016 that no further negotiations will take place until further notice".

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Amanda Doyle) 3/16/16 to 3/30/16 in the amount \$3,565.50.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Steven Hatfield, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

2. Approve and authorize the Attorney Billing (Keller Thoma) 2/6/16 to 2/29/16 in the amount \$1,137.50.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

3. Approve and Authorize the Mayor and City Clerk to execute an Advance Construction Contract with the Michigan Department of Transportation for 0.99 mi of hot mix asphalt surface removal, cold milling and resurfacing, pavement removal and rubblizing, aggregate base, culverts, storm sewers, concrete curb, gutter, and ramps, on Lapeer Road from Belsay Road to Vassar Road in the City of Burton, Genesee County, (DPW project number 14-004-P) (MDOT; Control Section STU 25405, Job No. 117912A) (Federal; Project No. STP 1625(015), Item No. HK 0849), at an estimated total cost of \$1,709,390 of which the City of Burton's share will be approximately \$310,253.75 contingent upon approval of the controller.

Removed by President Heffner at beginning of meeting.

4. Approve and Authorize the City Controller to transfer \$1,709,390 from the 2015/2016 General Fund unappropriated surplus to DPW Project No. 14-004-P, Lapeer Road.

Removed by President Heffner at beginning of meeting.

5. Approve and authorize the Mayor and City Clerk to execute a contract with ROWE Professional Services Company, 540 S. Saginaw Street, Ste. 200, Flint, MI 48502, for Construction Engineering Assistance and Material Testing on Lapeer Road from Belsay to Vassar in the Not-to-Exceed amount of \$41,019.81.

Removed by President Heffner at beginning of meeting.

6. Approve and authorize the Controller to transfer \$6152.97 from Major Streets unappropriated surplus to DPW Project No. 14-004-P, Lapeer Road.

Removed by President Heffner at beginning of meeting.

7. Approve and authorize the Mayor and City Clerk on behalf of the City of Burton and its Council to execute a construction contract with Zito Construction, 2374 Red Arrow Rd, Burton, MI 48529, in the Not to Exceed amount of \$121,375 for Center Road Drain Crossing Reconstruction along Center Road, DPW Job No15-002-R.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

8. Approve and authorize the Controller to transfer \$121,375, from General Fund to DPW Project No. 15-002-R, Center Road Drain Replacement.

RESULT:	CARRIED [6 TO 1]
MOVER:	Steven Hatfield, Councilman
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
NAYS:	Haskins

9. Approve and authorize the Weed Cutting Agreement with Red Hawk Lawn Care, 1390 Iva, Burton, MI 48509 and authorize the Mayor and Clerk to execute any and all documents required to effectuate this Weed Cutting Agreement.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Steven Hatfield, Councilman
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

10. Approve and authorize Gregory Kray to purchase two (2) years of MERS pension generic service time. The total cost of \$39,906.00 will be at the employee's expense.

RESULT:	CARRIED [4 TO 3]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Hatfield, Councilman
AYES:	Haskins, O'Keefe, Ellenburg, Hatfield
NAYS:	Martinbianco, Heffner, Smith

11. Approve and authorize to set Public Hearing for on April 18, 2016 at 6:30 p.m. to receive public comments on the proposed Fiscal Year 2016-2017 budget.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Hatfield, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

12. Approve and authorize the administration to send written notification to all bargaining units that per action of the City Council on April 4, 2016 that no further negotiations will take place until further notice.

RESULT:	CARRIED [6 TO 1]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Hatfield
NAYS:	Ellenburg

K. TABLED ITEMS FROM PREVIOUS MEETING

1. Approve and authorize the ratification of Teamsters Local 214 Administrative/Supervisory agreement for 2016-2020.

Removed by President Heffner at beginning of meeting.

2. Budget Amendment 213-215 Approve and authorize the following 2015-2016 budget amendment: Increase 2006-2006-991.0001 Principal Portion of lease by \$44,500; Increase 2006-2006-995.0001 Interest Portion of Lease by \$15,900; Decrease 2006-2006-985.7094 Vehicle by \$60,400.

RESULT:	CARRIED [6 TO 1]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
NAYS:	Haskins

3. Budget Amendment 218-220 Approve and authorize the following 2015-2016 budget amendment: Increase 5091-5091-995.2016 Interest on DWRP Financing Phase 2 by \$42,000; Increase 5091-5091-995.7860 Revenue Refunding bond interest by \$1,000 and Decrease 5091-5091-957.0000 Contingency by \$43,000.

RESULT: **CARRIED [6 TO 1]**
MOVER: Vaughn Smith, Councilman
SECONDER: Tom Martinbianco, Councilman
AYES: Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
NAYS: Haskins

4. Budget Amendment 221-223 Approve and authorize the following 2015-2016 budget amendment: Increase 6061-6061-699.0000 Contingency by \$15,300; Increase 6061-6061-983.1000 Lease Expense - Equipment by \$10,500 and increase 6061-6061-983.0000 Lease Expense - Building by \$4,800.

RESULT: **CARRIED [6 TO 1]**
MOVER: Vaughn Smith, Councilman
SECONDER: Tom Martinbianco, Councilman
AYES: Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
NAYS: Haskins

5. Budget Amendment 216-217 Approve and authorize the following 2015-2016 budget amendment: Increase 5090-5090-995.2015 SRF Loan Interest by \$10,000 and Decrease 5090-5090-957.0000 Contingency by \$10,000.

RESULT: **CARRIED AS AMENDED [6 TO 1]**
MOVER: Tom Martinbianco, Councilman
SECONDER: Vaughn Smith, Councilman
AYES: Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
NAYS: Haskins

6. Budget Amendment 224-225 Approve and authorize the following 2015-2016 budget amendment: Increase 2003-4078-757.0000 Material-Salt by \$13,000 and Decrease 2003-4078-943.0000 Equipment Rental by \$13,000.

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

7. Budget Amendment 226-227 Approve and authorize the following 2015-2016 budget amendment: Increase 6061-0000-650.0607 Material Sales Revenue - Traffic Signs by \$400 and Increase 6061-6061-749.7007 Traffic Signs Expenditure by \$400.

RESULT:	CARRIED [6 TO 1]
MOVER:	Steven Hatfield, Councilman
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
NAYS:	Haskins

Meeting was adjourned at 9:40 PM.



CITY OF BURTON
BURTON CITY COUNCIL MEETING
MARCH 21, 2016
MINUTES

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 7:04 PM.

A. INVOCATION LED BY: DUANE HASKINS

B. THE PLEDGE OF ALLEGIANCE IS LED BY: DUANE HASKINS

C. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Councilman	Present	
Duane Haskins	Vice-President	Present	
Dennis O'Keefe	Councilman	Present	
Steven Heffner	President	Present	
Ellen Ellenburg	Councilwoman	Present	
Vaughn Smith	Councilman	Present	
Steven Hatfield	Councilman	Present	

D. STAFF PRESENT

Paula Zelenko, Mayor
 Rik Hayman, Chief of Staff
 Ginger Burke-Miller, Controller
 Bette Bigsby, Benefits

Teresa Karsney, Clerk
 Sue Warren, Human Resources
 Robert Slattery, DPW Director

E. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Mar 10, 2016 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Steven Hatfield, Councilman
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

2. City Council - Committee of the Whole - Mar 10, 2016 6:00 PM

Minutes Acceptance: Minutes of Mar 21, 2016 7:00 PM (APPROVAL OF MINUTES)

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Steven Hatfield, Councilman
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

F. ADMINISTRATIVE REPORTS

Mayor Zelenko stated the following:

- Discussed the water/sewer bill late fees.
- Crime Stats for February 2016
- Amanda has been restored back to full duty.
- An arrest has been made in the homicide case in Burton
- Ginger Burke-Miller received the Certificate of Achievement for Excellence in Financial Reporting from the Governmental Finance Officers Association. This is the 31st award issued to the City. The 29th consecutive time and my 5th with the City.

Mayor Zelenko presented the agenda items for tonight's meeting.

Commissioner Jamie Curtis gave an update on the water situation. He was able to get Mayor Zelenko and Mayor Weaver together on a conference call. He is going to help the City apply for the Tiger Grant for Dort Highway to get the Burton Customers back on the Burton water system.

G. COMMITTEE REPORTS

Mr. Smith stated they had a Finance Meeting about the budget amendments.

Mr. Hatfield said the Park and Recreation held a Easter Egg hunt with a great turnout. Memorial Day Parade is coming up. Movie night will be held at Bentley on April 30, 2016 and the movie will be Hotel Transylvania 2.

H. AUDIENCE PARTICIPATION

City Council received comments from the following people:

Nora Richards of Burton - On houses on Schafer street have so many cars that park in the street.

Rick Fuhst of Burton - On where the money from the brush truck would go. Copper pipes causing the lead in water.

I. COUNCIL DISCUSSION

City Council discussed the following items.

- Cars parked in road on Schafer Street
- Update on Website
- LED Committee
- Fleet Rotation Plan
- Social Media Policy
- Demo list
- Update on Mrs. Estes flooding problem
- Sue Warren wage increase
- Employees going to 40 hours
- Newly created position in union contract
- MERS funding

1. Motion to go into Executive Session

City Council came out of executive session at 9:20 p.m.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Steven Hatfield, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Amanda Doyle) 03/02/16 to 03/15/16 in the amount \$6,772.99.

RESULT:	CARRIED [6 TO 1]
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Hatfield
NAYS:	Smith

2. Approve and authorize Gregory Kray to purchase five (5) months of MERS pension generic service time. The total cost of \$8,325.00 will be at the employee's expense.

RESULT:	CARRIED [5 TO 2]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Haskins, O'Keefe, Ellenburg, Smith, Hatfield
NAYS:	Martinbianco, Heffner

3. Approve and authorize a permit for a Fireworks Display for Wolverine Fireworks Display, Inc., 205 W. Seidlers Road, Kawkawlin, MI 48631, for the City of Burton's Memorial Day Parade & Festivities on Memorial Day, May 30, 2016.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

4. Approve & authorize the Mayor and Clerk to enter into a contract with Wolverine Fireworks Display, Inc., 205 W. Seidlers Road, Kawkawlin, MI 48631 for the City of Burton's Memorial Day Parade & Festivities on Memorial Day, May 30, 2016 to provide the fireworks performance.

RESULT: CARRIED [UNANIMOUS]
MOVER: Duane Haskins, Vice-President
SECONDER: Ellen Ellenburg, Councilwoman
AYES: Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

5. 2240 : Intent to Sell City Owned Property as amended

Resolution 2016-12 was amended to remove property 59-29-576-021 E. Bristol Dr.

RESULT: CARRIED AS AMENDED [UNANIMOUS]
MOVER: Steven Hatfield, Councilman
SECONDER: Ellen Ellenburg, Councilwoman
AYES: Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

6. Approve and authorize the request for Residential Sanitary Sewer & Water Installer's License for Steve's Plumbing & Heating Co., Inc. G1212 N. Genesee Rd. Burton, MI. 48509

RESULT: CARRIED [UNANIMOUS]
MOVER: Duane Haskins, Vice-President
SECONDER: Steven Hatfield, Councilman
AYES: Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

7. Lease of Dump/Snowplow Truck From 2016-2017 Budget Approve and authorize the lease of two dump/snowplow trucks from the 2016-2017 Budget

RESULT: CARRIED [6 TO 1]
MOVER: Steven Hatfield, Councilman
SECONDER: Tom Martinbianco, Councilman
AYES: Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
NAYS: Haskins

8. Approve and authorize the ratification of Teamsters Local 214 Administrative/Supervisory agreement for 2016-2020.

RESULT:	TABLED [UNANIMOUS]	Next: 4/4/2016 7:00 PM
MOVER:	Tom Martinbianco, Councilman	
SECONDER:	Dennis O'Keefe, Councilman	
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield	

9. Budget Amendment 213-215 Approve and authorize the following 2015-2016 budget amendment: Increase 2006-2006-991.0001 Principal Portion of lease by \$44,500; Increase 2006-2006-995.0001 Interest Portion of Lease by \$15,900; Decrease 2006-2006-985.7094 Vehicle by \$60,400.

Mr. O'Keefe feels that Controller needs to be here explain these budget amendments even though Mrs. Burke-Miller explained them to the Finance Committee. His thought if other Council members have questions she would be there to answer them.

Mr. Hatfield would like to see a written explanation attached so they have a better understanding.

RESULT:	TABLED [4 TO 3]	Next: 4/4/2016 7:00 PM
MOVER:	Tom Martinbianco, Councilman	
SECONDER:	Vaughn Smith, Councilman	
AYES:	Haskins, O'Keefe, Heffner, Hatfield	
NAYS:	Martinbianco, Ellenburg, Smith	

10. Approve and authorize Resolution 2016-11 for Mayor and Clerk to submit the passport grant application for the Douglas E. Halstead Police Fire Living Memorial Park.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

11. Budget Amendment 216-217 Approve and authorize the following 2015-2016 budget amendment: Increase 5090-5090-995.2015 SRF Loan Interest by \$10,000 and Decrease 5090-5090-957.0000 Contingency by \$10,000.

RESULT:	TABLED [5 TO 2]	Next: 4/4/2016 7:00 PM
MOVER:	Duane Haskins, Vice-President	
SECONDER:	Dennis O'Keefe, Councilman	
AYES:	Haskins, O'Keefe, Heffner, Smith, Hatfield	
NAYS:	Martinbianco, Ellenburg	

12. Budget Amendment 218-220 Approve and authorize the following 2015-2016 budget amendment: Increase 5091-5091-995.2016 Interest on DWRP Financing Phase 2 by \$42,000; Increase 5091-5091-995.7860 Revenue Refunding bond interest by \$1,000 and Decrease 5091-5091-957.0000 Contingency by \$43,000.

RESULT:	TABLED [5 TO 2]	Next: 4/4/2016 7:00 PM
MOVER:	Duane Haskins, Vice-President	
SECONDER:	Dennis O'Keefe, Councilman	
AYES:	Haskins, O'Keefe, Heffner, Smith, Hatfield	
NAYS:	Martinbianco, Ellenburg	

13. Budget Amendment 221-223 Approve and authorize the following 2015-2016 budget amendment: Increase 6061-6061-699.0000 Contingency by \$15,300; Increase 6061-6061-983.1000 Lease Expense - Equipment by \$10,500 and increase 6061-6061-983.0000 Lease Expense - Building by \$4,800.

RESULT:	TABLED [6 TO 1]	Next: 4/4/2016 7:00 PM
MOVER:	Duane Haskins, Vice-President	
SECONDER:	Dennis O'Keefe, Councilman	
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Hatfield	
NAYS:	Ellenburg	

14. Budget Amendment 224-225 Approve and authorize the following 2015-2016 budget amendment: Increase 2003-4078-757.0000 Material-Salt by \$13,000 and Decrease 2003-4078-943.0000 Equipment Rental by \$13,000.

RESULT:	TABLED [5 TO 2]	Next: 4/4/2016 7:00 PM
MOVER:	Duane Haskins, Vice-President	
SECONDER:	Dennis O'Keefe, Councilman	
AYES:	Haskins, O'Keefe, Heffner, Smith, Hatfield	
NAYS:	Martinbianco, Ellenburg	

15. Budget Amendment 226-227 Approve and authorize the following 2015-2016 budget amendment: Increase 6061-0000-650.0607 Material Sales Revenue - Traffic Signs by \$400 and Increase 6061-6061-749.7007 Traffic Signs Expenditure by \$400.

RESULT:	TABLED [5 TO 2]	Next: 4/4/2016 7:00 PM
MOVER:	Duane Haskins, Vice-President	
SECONDER:	Dennis O'Keefe, Councilman	
AYES:	Haskins, O'Keefe, Heffner, Smith, Hatfield	
NAYS:	Martinbianco, Ellenburg	

16. Motion to add as Item # 16 Approve and authorize the Mayor and Clerk to deed parcel number 59-29-576-021 back to Genesee County to transfer to Edith Grimes.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

17. Approve and authorize the Mayor and Clerk to deed parcel number 59-29-576-021 back to Genesee County to transfer to Edith Grimes.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Steven Hatfield, Councilman
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

18. Motion to add as Item # 17 To postpone all negotiations with the unions until further notified by Council.

RESULT:	CARRIED [6 TO 1]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Hatfield
NAYS:	Ellenburg

19. To postpone all negotiations with the unions until further notified by Council.

RESULT:	CARRIED [6 TO 1]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Hatfield
NAYS:	Ellenburg

Meeting was adjourned at 10:33 PM.



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

Meeting: 04/04/16 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Rachael Boggs
Department Head: Teresa M. Karsney

J.1

ADOPTED

AGENDA ITEM (ID # 2261)

DOC ID: 2261

**Approve and authorize the Attorney Billing (Amanda Doyle)
3/16/16 to 3/30/16 in the amount \$3,565.50.**

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Steven Hatfield, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield



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

Meeting: 04/04/16 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Rachael Boggs
Department Head: Teresa M. Karsney

J.2

ADOPTED

AGENDA ITEM (ID # 2262)

DOC ID: 2262

Approve and authorize the Attorney Billing (Keller Thoma) 2/6/16 to 2/29/16 in the amount \$1,137.50.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield



SCHEDULED

AGENDA ITEM (ID # 2243)

DOC ID: 2243

Approve and Authorize the Mayor and City Clerk to execute an Advance Construction Contract with the Michigan Department of Transportation for 0.99 mi of hot mix asphalt surface removal, cold milling and resurfacing, pavement removal and rubblizing, aggregate base, culverts, storm sewers, concrete curb, gutter, and ramps, on Lapeer Road from Belsay Road to Vassar Road in the City of Burton, Genesee County, (DPW project number 14-004-P) (MDOT; Control Section STU 25405, Job No. 117912A) (Federal; Project No. STP 1625(015), Item No. HK 0849), at an estimated total cost of \$1,709,390 of which the City of Burton's share will be approximately \$310,253.75 contingent upon approval of the controller.



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

Meeting: 04/04/16 07:00 PM
Department: Department of Public Works
Category: Transfer
Prepared By: Greg Kray
Department Head: Robert Slattery

J.4

SCHEDULED

AGENDA ITEM (ID # 2244)

DOC ID: 2244

Approve and Authorize the City Controller to transfer \$1,709,390 from the 2015/2016 General Fund unappropriated surplus to DPW Project No. 14-004-P, Lapeer Road.

ATTACHMENTS:

- Memo 4-4-16 DPW Project Agenda ID 2243-2244 (PDF)

INTEROFFICE MEMORANDUM

To: Paula Zelenko, Mayor
From: Gregory A. Kray, P.E. – City Engineer
Date: March 21, 2016



Re: Memo of Explanation for Agenda ID Nos. 2245-2246
City Council Regular meeting April 04, 2016
CE Assistance for the Lapeer Road from Belsay to Vassar construction project (DPW
Project no. 14-004-P

Madam Mayor:

The referenced Agenda items are necessary to provide staff to assist in performing surveying and material testing on the referenced project, and to provide funding for contract administration. City staff will be in ultimate charge of the project.

The amount of the contract will be funded by monies already transferred into the project for Construction Engineering requested as Agenda ID No. 2244. However, there will be contract administration expenses estimated at 15% of the contract which amounts to \$6152.97.

Agenda ID No. 2245 requests authorization to execute the contract with ROWE PSC.

Agenda ID No. 2246 requests a transfer of \$6152.97 from Major Streets unappropriated surplus into the project.

VR



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

Meeting: 04/04/16 07:00 PM
Department: Department of Public Works
Category: Contract
Prepared By: Greg Kray
Department Head: Robert Slattery

J.5

SCHEDULED

AGENDA ITEM (ID # 2245)

DOC ID: 2245

Approve and authorize the Mayor and City Clerk to execute a contract with ROWE Professional Services Company, 540 S. Saginaw Street, Ste. 200, Flint, MI 48502, for Construction Engineering Assistance and Material Testing on Lapeer Road from Belsay to Vassar in the Not-to-Exceed amount of \$41,019.81.

ATTACHMENTS:

- MDOT 3rd Party Agreement w ROWE PSC Lapeer RD CE (PDF)

SUBCONTRACT NO. _____
 CONTROL SECTION NO. _____
 JOB NO. _____
 FED. PROJECT NO. _____
 FED. ITEM NO. _____

LAPEER ROAD IMPROVEMENTS
 CITY OF BURTON
 TESTING, ENGINEERING & CONSULTANT SERVICES CONTRACT
 A ROAD IMPROVEMENT PROJECT

THIS Contract, made and entered into as of this date of _____, and between ROWE Professional Services Company, Consulting Engineers, of Flint, Michigan, hereinafter referred to as the "CONSULTANT", and the City of Burton, hereinafter referred to as the "LOCAL AGENCY."

WITNESSETH:

WHEREAS, the LOCAL AGENCY is planning to reconstruct a major street project within its limits; and

WHEREAS, the LOCAL AGENCY desires to engage the professional services and assistance of the CONSULTANT to perform certain construction materials testing and inspection services, said work to be hereinafter referred to as the "SERVICES," required in connection with the construction of the following LAPEER ROAD improvements under the _____, said improvements to be hereinafter referred to as the "PROJECT:"

"Reconstruction of LAPEER ROAD from Belsay Road to Vassar Road;" and

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

WHEREAS, the CONSULTANT has reviewed the contract plans, specifications, requirements to the DEPARTMENT and FHWA, and is willing to render the SERVICES desired by the LOCAL AGENCY for the considerations hereinafter expressed; and

WHEREAS, the CONSULTANT was selected utilizing a qualifications based selection (QBS) process; and

WHEREAS, the terms and conditions of the prime contract between the DEPARTMENT and the LOCAL AGENCY for the PROJECT shall be incorporated by reference as part of this subcontract to ensure that if any discrepancies occur between the prime contract and subcontract, the prime contract shall prevail; and

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

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

THE CONSULTANT SHALL:

1. Perform and conduct field checks and laboratory testing of materials and equipment to assure compliance with the contract specifications and requirements of the DEPARTMENT and the FHWA. Reference is made to the DEPARTMENT'S 2012 Standard Specifications for Construction Manual and the PROJECT's plans and proposal.
2. Provide DEPARTMENT'S Construction and Technology Division notification in a timely manner to provide for independent assurance testing as prescribed in the DEPARTMENT'S Soils and Procedure Manual and Construction Manual. Permit the LOCAL AGENCY, the DEPARTMENT, and other public agencies having an interest in the service, to be present during the time of performance of the services to allow for review and inspection of work procedures and performances.
3. Perform all work under the direction of the LOCAL AGENCY's Project Engineer.
4. Provide such reports and maintain such records of the PROJECT as are determined necessary by the PROJECT Engineer, the LOCAL AGENCY, the DEPARTMENT and the FHWA. Upon request by the LOCAL AGENCY, make available thereto all notes and records relating to any and all services performed, including inspector's diaries and worksheets. Have its official seal or other identification on all data furnished to the LOCAL AGENCY.
5. Govern all SERVICES by the applicable codes, laws, and standards of the LOCAL AGENCY, the DEPARTMENT, and the FHWA.
6. During the performance of the SERVICES herein provided for, be responsible for any loss or damage to samples and test documents requested by the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANT'S expense.
7. Attend conferences and make such trips as necessary to the LOCAL AGENCY'S offices and to the site of the work to confer with representatives of the LOCAL AGENCY, the DEPARTMENT or the FHWA as may be necessary in the carrying out of the work under this contract.
8. AGENCY, the DEPARTMENT and the FHWA to audit and inspect its PROJECT books and records at any reasonable time. Such records are to be kept available for three (3) years from the date of the final payment of federal aid for work conducted under this contract.
 - a. The CONSULTANT 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.
 - b. The CONSULTANT 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 CONSULTANT shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. The DEPARTMENT, or their representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, the CONSULTANT shall assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

9. Have in its employ a sufficient number of qualified employees available to complete the SERVICES in accordance with the schedule for construction and completion of the PROJECT upon the authorization to proceed with the SERVICES as outlined herein.

10. Show evidence of Workers' Compensation Insurance, said insurance to be as required by law.

11. Commence work on the PROJECT as set forth in this contract only upon receipt of written notice from the Project Engineer that the CONSULTANT'S services are desired.

12. Submit billings to the LOCAL AGENCY as set forth in Section 14.

THE LOCAL AGENCY WILL:

13. Furnish ROWE Professional Services Company with the necessary information deemed appropriate to the furtherance and completion of its SERVICES as herein set forth.

Process instruction and work assignments as follows:

- a. When it is desired to have ROWE Professional Services Company perform a specific SERVICE, inform ROWE Professional Services Company of the work to be performed by means of an "Instruction Letter" supplemented by verbal contacts which provide project information and authorizes the performance of SERVICES.
- b. Have the right to withdraw individual work assignment upon which no work has been performed or is scheduled to commence within two (2) weeks from the date of notification of withdrawal.

14. Pay the CONSULTANT as soon as practical after receipt of billings of SERVICES of the kind and performed in the manner set forth above, said billing being subject to verification by the LOCAL AGENCY and approval by the Engineer. Payments shall be in accordance with Exhibit A, attached hereto and made a part hereof:

- a. For work performed on a unit cost basis, which cost shall include full compensation for all labor, material, and equipment necessary to complete any requested unit of work, at the unit prices set forth in Exhibit A, attached hereto and made a part hereof.
- b. For transportation and travel expenses.
 - 1. CONSULTANT shall be reimbursed for actual mileage and travel expenses incurred by and paid to their employees in the performance of

SERVICES requested by the LOCAL AGENCY. Said transportation and travel expenses shall not exceed the State of Michigan regulations. Amounts claimed for mileage and travel expenses paid to their employees, in the performance of SERVICES requested by the LOCAL AGENCY, shall be included along with a detailed breakdown of charges for SERVICES performed, by state and federal project, showing names of employees, dates, and amounts of mileage and travel expenses incurred.

2. Whenever the CONSULTANT performs services for the LOCAL AGENCY and other clients on the same trip, transportation and travel expenses shall all be pro-rated on the basis of hours worked for the LOCAL AGENCY and other clients.

Example:

Hours worked for the LOCAL AGENCY	3
<u>Hours worked for other Clients</u>	<u>5</u>
Total hours worked	8

3/8 of the transportation and travel expenses on that trip shall be charged to and paid by the LOCAL AGENCY.

3. The CONSULTANT shall make their records pertaining to mileage and travel expenses incurred and paid to employees available for audit.
- c. Reimbursement for costs incurred are subject to the cost criteria as set forth in 48 C.F.R., Federal Acquisition Regulations, Part 31, incorporated herein by reference as if the same were repeated in full herein.

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

15. In the event this contract is terminated prior to completion of the requested SERVICES from the CONSULTANT, reimburse the CONSULTANT at the above stated rates for all of said SERVICES rendered prior to termination.

16. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in this contract, pay the CONSULTANT on the basis of actual cost plus a fixed fee (profit) amount which shall not exceed Forty One Thousand Nineteen dollars and Eighty One cents (\$41,019.81). The fixed fee (profit) shall be the amount of Three Thousand Four Hundred Seventy Seven dollars and Forty cents (\$3,477.40), which amount is included in the total amount of Forty One Thousand Nineteen dollars and Eighty One cents (\$41,019.81) as shown in Exhibit "A," attached hereto and made a part hereof.

Actual costs for SERVICES work required and performed will be determined in accordance with the following terms, subject to the cost criteria set forth in the Federal Acquisition Regulations, 48 CFR, Part 31:

- a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES work. This cost will be based on the employees actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by employee time records.
- b. Direct Costs: Actual costs of materials and services, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals, and shall be supported by proper receipts.
- c. Overhead (Indirect Costs): A pro-rated portion of the actual overhead incurred by the CONSULTANT during performance of the PROJECT work. The amount of overhead payment, including payroll overhead, will be calculated as a percentage of all direct labor costs related to staff personnel and members of the firm. Overhead shall include those costs, which because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. The provisional overhead rate, which will be applied to direct labor costs for progress payments, is set forth in Exhibit A.

It is agreed that the use of the provisional rate set forth in Exhibit A sets neither a minimum nor maximum to the actual overhead costs to be paid the CONSULTANT. Any overpayments or under payments made to the CONSULTANT for SERVICES performed resulting from usage of the provisional overhead rate, will be corrected in the first billing submitted subsequent to the CONSULTANT'S calculation of an actual overhead rate for the financial year end applicable to the reported direct labor cost. The audit at the completion of this contract, or at such time as this contract is terminated, will verify the propriety of reported overhead.

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

- d. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein.
- e. Fixed Fee (Profit): In addition to the payments for direct and overhead costs as hereinbefore provided, the LOCAL AGENCY agrees to pay the CONSULTANT a fixed amount for profit for the SERVICES performed. It is agreed and understood that such amount will constitute full compensation to the CONSULTANT for profit and will not vary because of any differences between the estimated cost and the actual cost for work performed, except that in the event this contract is terminated, payment of a fixed fee (profit) in respect to the PROJECT shall be in an amount which can be established by the CONSULTANT from its accounts and records and subject to the provisions of Section 18.

- f. Subconsultant Costs: Actual costs of subconsultants performing SERVICES under this Contract. Amounts for fixed fees paid by the CONSULTANT to the subconsultant will not be considered an actual cost of the CONSULTANT, but will be considered a part of the fixed fee of the CONSULTANT.

IT IS FURTHER AGREED THAT:

17. Approval of this contract by the DEPARTMENT in no way obligates the DEPARTMENT for any cost or other responsibilities, except for as fiscal agent for the FHWA with respect to making federal funds available for the SERVICES performed by the CONSULTANT for the LOCAL AGENCY.

18. Upon completion or termination of this contract, all documents prepared by the CONSULTANT, including field notes, investigations, studies, etc., as instruments of SERVICE shall become the property of the LOCAL AGENCY.

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

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

21. The CONSULTANT and the LOCAL AGENCY specifically agree that in the event problems arise that may be the result of errors and/or omissions by the CONSULTANT or due to a failure of the CONSULTANT to otherwise perform in accordance with this contract, that the CONSULTANT will be held responsible with no cost to the LOCAL AGENCY, or in accordance with the LOCAL AGENCY'S dispute resolution process, if applicable.

22. Any change in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY and approved by the DEPARTMENT and the FHWA prior to the performance of the CONSULTANT and requires an amendment to this Contract.

23. In addition, the CONSULTANT shall comply with, and shall require any contractor or subcontractor to comply with, the following:

- a. In connection with the performance of the PROJECT under this contract, the CONSULTANT (hereinafter in Appendix "A" referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix "A," attached hereto and made a part hereof and will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this contract.
- b. During the performance of this contract, the CONSULTANT for itself, its assignees, and successors in interest (hereinafter in Appendix "B" referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L.

88-352, 78 Stat. 241, as amended, being Title 42 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.

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

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

25. The CONSULTANT specifically agrees that in the performance of SERVICES herein enumerated by it, or by an approved subcontractor, or anyone acting in its behalf, they will, to the best of their professional knowledge and ability, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations.

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

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

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

27. In case the CONSULTANT deems extra compensation will be due it for work or materials not clearly covered in this contract, or not ordered by the LOCAL AGENCY as a change, or due to changed conditions, the CONSULTANT shall notify the LOCAL AGENCY in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the

CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any way be construed to establish the validity of the claim. Such extra compensation shall be provided only by amendment to this contract with approval of the DEPARTMENT and the FHWA.

28. The CONSULTANT agrees to obtain the necessary liability insurance, acceptable to the LOCAL AGENCY, naming the City of Burton, the Michigan State Transportation Commission, and the Michigan Department of Transportation as insured, and to provide the LOCAL AGENCY with evidence of said insurance, and to indemnify and save harmless the LOCAL AGENCY, the Michigan State Transportation Commission, and the DEPARTMENT, their officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the CONSULTANT in the performance of this contract.

29. The CONSULTANT'S signature on this Contract constitutes the CONSULTANT'S certification of "status" under penalty of perjury under the laws of the United States in respect to 49 CFR Part 29 pursuant to Executive Order 12549.

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

The CONSULTANT is responsible for obtaining the same certification from all subcontractors under this contract by inserting the following paragraph in all subcontracts:

"The subcontractor's signature on this Contract constitutes the subcontractor's certification of 'status' under penalty of perjury under the laws of the United States in respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification which is included as a part of this Contract as Attachment "B," is Appendix B of 49 CFR Part 29."

This certification is required of all subcontractors, testing laboratories, and other lower tier participants with which the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in this Contract.

30. This contract shall be terminated upon advisement to the CONSULTANT by the LOCAL AGENCY that its SERVICES are completed and accepted.

31. The CONSULTANT hereby agrees that the costs reported to the LOCAL AGENCY for this Contract shall represent only those items which are properly chargeable in accordance with this Contract. The CONSULTANT also hereby 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.

32. Upon execution of this contract by the parties hereto, the same shall become binding on the parties hereto and their successors and assigns, until such time as all work contemplated hereunder is complete, or until such time as this contract is terminated by mutual consent of the parties hereto.

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

BY: _____
TITLE: _____

BY: _____
TITLE: _____

BY: _____
TITLE: _____

BY: _____
TITLE: _____

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 Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an 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 shall 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 insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a 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, 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 will, 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 his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will 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 himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which 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, and including the governing boards of institutions of higher education, until the contractor complies with said order of the 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 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 Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

(Rev. 03/92)

APPENDIX B

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

1. Compliance with Regulations: The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention 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 contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this 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 its facilities, as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has 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 Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials 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 Michigan Department of Transportation or the Federal Highway Administration 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 with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the state, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE
AGREEMENTS WITH LOCAL AGENCIES

General Requirements for Recipients

Excerpts from USDOT Regulation
49 CFR, Part 23, Section 23.43

- A. Policy: It is the policy of the Department that MBE as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the MBE requirements of 49 CFR, Part 23, apply to this contract.
- B. MBE Obligation: The recipient or its contractor agrees to ensure that MBE as defined in 49 CFR, Part 23, has the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that MBE has the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of departmentally-assisted contracts.
- C. If, as a condition of assistance, the recipient has submitted and the department has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to this recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future departmental, financial assistance.
- D. The Department hereby advises each recipient, contractor, or subcontractor that failure to carry out the requirements set forth in Section 23.43(a) 49 CFR, Part 23, shall constitute a breach of contract, and after the notification of the USDOT, may result in termination of the agreement or contract by the Department or such remedy as the Department deems appropriate.

APPENDIX D

LOCAL CONSULTANT CONFLICT OF INTEREST

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

SUBCONTRACT NO. _____
 CONTROL SECTION NO. _____
 JOB NO. _____
 FED. PROJECT NO. _____
 FED. ITEM NO. _____

CERTIFICATION

I hereby certify that I am Rick Freeman, P.E. and a duly authorized representative of the firm Rowe Professional Services Company, of whose address is 540 S. Saginaw Street, Flint, MI 48502, and that neither I nor the above firm I here represent has:

a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above referenced firm) to solicit or secure this contract.

b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above referenced firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract:

except as here expressly stated (if any):

I acknowledge that this certification is to be furnished to the Michigan Department of Transportation in connection with this contract involving participation of state and/or federal funds, and is subject to applicable state and federal laws, both criminal and civil.

3/9/16
 Date

Rick A. Freeman, P.E.
 Signature

ATTACHMENT A
(This is a reproduction of Appendix A of 49 CFR Part 29)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS –
PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposed," and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT B
(This is a reproduction of Appendix B of 49 C.F.R. Part 29)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction," without notification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.)

March 9, 1989

Attachment: MDOT 3rd Party Agreement w ROWE PSC Lapeer RD CE (2245 : Approve and authorize the Mayor and City Clerk to execute a

EXHIBIT A - DERIVATION OF COST PROPOSAL (CONSTRUCTION TESTING AND STAKING SERVICES)				
			PROJECT DESCRIPTION:	
City of Burton			Lapeer Road Improvements	
CONSULTANT NAME				
ROWE Professional Services Company				
DIRECT LABOR:				
	<u>Hours</u>	X	<u>Hourly Rate</u>	= <u>Labor Costs</u>
<u>Classification</u>				
Project Engineer	40		25.25	\$1,010.00
Engineering Technician	232		27.00	\$6,264.00
Survey Project Manager	20		32.00	\$640.00
Survey Crew	72		52.25	\$3,762.00
Total Hours	364		Total Labor	\$11,676.00
OVERHEAD:				
	\$11,676.00	X	170.75%	= Total Overhead \$19,936.77
FACILITIES CAPITAL COST OF MONIES:				
	\$11,676.00	X	0.682%	\$79.63
FIXED FEE:				
	\$31,612.77	X	11.00%	= Total Fixed Fee \$3,477.40
concrete lab testing				\$2,250.00
HMA lab testing				\$3,600.00
TOTAL CONSULTANT COSTS				<u>\$41,019.81</u>

CERTIFICATION OF OVERHEAD COST RATE

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

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

This form shall be completed and submitted by the prime consultant and each subconsultant (first and second tier subconsultant(s)) that have a derivation of cost sheet as part of this priced proposal where an overhead rate was proposed. Please note that the Certifying Official is defined as the firm's Executive (President, Vice President or equivalent) of Chief Financial Officer.

PROJECT INFORMATION

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

CONTRACT / AUTHORIZATION NUMBER:

PROJECT DESCRIPTION:

As-needed Construction Testing & Staking for Lapeer Road Reconstruction, City of Burton

DECLARATION OF CERTIFICATION

OVERHEAD COST RATE:

170.75%

DATE OF OVERHEAD COST RATE DETERMINATION (mm/dd/yyyy):

6/28/2015

FISCAL PERIOD COVERED: (mm/dd/yyyy to mm/dd/yyyy)

1/1/2014

to

12/31/2014

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

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

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

Has the firm been approved to use the SAFE HARBOR INDIRECT COST RATE of 110% with the understanding that the Safe Harbor Rate will be used for the life of the agreement?

N

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

CONSULTANT INFORMATION

LEGAL BUSINESS NAME:

ROWE Professional Services Company

FEDERAL ID NUMBER: (Must match prequalification file)

38-1867099

ROLE: (Prime/Tier 1/Tier 2)

Prime Firm

COMPANY ADDRESS:

540 S. Saginaw Street, Suite 200

CITY:

Flint

STATE:

MI

ZIP CODE:

48502

EMAIL (AUTHORIZED CONTRACT SIGNER):

jredding@rowepsc.com

PHONE NO.:

810-341-7500

EMAIL (FOR SIGNED CONTRACT DISTRIBUTION):

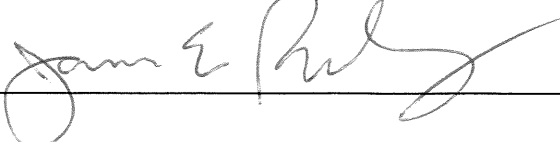
lfleury@rowepsc.com

By signature on this form, the consultant agrees that information provided in the consultant priced proposal does not contradict the scope of services or violate the contract terms and conditions.

CERTIFYING OFFICIAL: (Printed Name - Title)

**James Redding, PE
Vice President**

SIGNATURE OF CERTIFYING OFFICIAL:



DATE:

3/8/2016



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

Meeting: 04/04/16 07:00 PM
Department: Department of Public Works
Category: Transfer
Prepared By: Greg Kray
Department Head: Robert Slattery

J.6

SCHEDULED

AGENDA ITEM (ID # 2246)

DOC ID: 2246

**Approve and authorize the Controller to transfer \$6152.97
from Major Streets unappropriated surplus to DPW Project
No. 14-004-P, Lapeer Road.**

ATTACHMENTS:

- Memo 4-4-16 DPW Project Agenda ID 2245-2246 (PDF)

INTEROFFICE MEMORANDUM

To: Paula Zelenko, Mayor
From: Gregory A. Kray, P.E. – City Engineer 
Date: March 21, 2016

Re: Memo of Explanation for Agenda ID Nos. 2243 and 2244
Lapeer Road, Belsay to Vassar Advance Construction Contract
MDOT Contract No. 16-5090
DPW Project No. 14-004-P

Madam Mayor:

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

MDOT estimates the cost of construction to be \$1,556,000, and the cost of construction engineering to be \$150,890, for a total cost of \$1,709,390. The estimated federal dollars available total 1,399,136.25. This leaves \$310,253.75 to be funded locally. However, as this is an Advance Construct, the entire \$1,709,390 will need to be funded locally until such time as we receive the Federal monies in FY 2018. All of these dollar figures are NTE (Not to Exceed) amounts.

Agenda ID No. 2243 requests authorization to execute the contract with MDOT.

Agenda ID No. 2244 requests a transfer of \$1,709,390 from the 2015/2015 General Fund unappropriated surplus to DPW Project No. 14-004-P.

VR

Attachment: Memo 4-4-16 DPW Project Agenda ID 2245-2246 (2246 : Approve and authorize the Controller to transfer \$6152.97 from Major



ADOPTED

AGENDA ITEM (ID # 2260)

DOC ID: 2260

Approve and authorize the Mayor and City Clerk on behalf of the City of Burton and its Council to execute a construction contract with Zito Construction, 2374 Red Arrow Rd, Burton, MI 48529, in the Not to Exceed amount of \$121,375 for Center Road Drain Crossing Reconstruction along Center Road, DPW Job No15-002-R.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Ellen Ellenburg, Councilwoman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield



ADOPTED

AGENDA ITEM (ID # 2264)

DOC ID: 2264

**Approve and authorize the Controller to transfer \$121,375,
from General Fund to DPW Project No. 15-002-R, Center
Road Drain Replacement.**

RESULT:	CARRIED [6 TO 1]
MOVER:	Steven Hatfield, Councilman
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
NAYS:	Duane Haskins



ADOPTED

AGENDA ITEM (ID # 2263)

DOC ID: 2263

Approve and authorize the Weed Cutting Agreement with Red Hawk Lawn Care, 1390 Iva, Burton, MI 48509 and authorize the Mayor and Clerk to execute any and all documents required to effectuate this Weed Cutting Agreement.

ATTACHMENTS:

- Weed Cutting Memo to Mayor 3-30-16 (PDF)
- Weed Cutting Bid Tab 3-30-16 (PDF)
- Weed Cutting Agreement 3-30-16 (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Steven Hatfield, Councilman
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

INTEROFFICE MEMORANDUM

DATE: March 29, 2016
 TO: Paula Zelenko, Mayor
 FROM: Brenda S. Moulton, Purchasing
 RE: Weed Cutting

April 4 reg council meeting

The Weed Cutting bid opening was held today at 10:00 a.m. and I only received two bids. I am attaching to this email the Bid Tabulation. The low bidder was Red Hawk Lawn Care, 1390 Iva, Burton, MI 48509 and the pricing is as follows: Brush-hog cutting residential parcels of land with use of a tractor at \$50.00 per lot, hand mow and weed cutting of residential parcels of land with a power hand mower and weed cutter at \$50.00 per lot, remove yard rubbish at \$8.00 per yd., and for residential lots larger than 50 ft. x 100 ft. add \$0.0026 per sq. ft. to prices referenced above.

The other bid received was from Incredible Lawn Scapes, LLC, 3289 S. Center Rd., Burton, MI 48519 and their prices were as follows: Brush-hog cutting residential parcels of land with use of a tractor at \$100.00 per lot, hand mow and weed cutting of residential parcels of land with a power hand mower and weed cutter at \$50.00 per lot, remove yard rubbish at \$35.00 per yd., and for residential lots larger than 50 ft. x 100 ft. add \$0.005 per sq. ft. to the prices referenced above.

This project was advertised in the Burton and the Grand Blanc Views for two weeks. I also went beyond my due diligence and reached out to other local lawn care businesses for their interest in submitting bids for this project, to no avail. I contacted the following businesses between the dates of March 17 and March 20, 2016: AA Lawn Care, L&M Lawn care, Emerald Lawn & Landshaping, K & M Lawn Care and Great Lakes Land Care.

Please place the following on the agenda for the next regularly scheduled Burton City Council meeting:

Approve and authorize the Weed Cutting Agreement with Red Hawk Lawn Care, 1390 Iva, Burton, MI 48509 and authorize the Mayor and Clerk to execute any and all documents required to effectuate this Weed Cutting Agreement.

Attachment: Weed Cutting Memo to Mayor 3-30-16 (2263 : Weed Cutting Agreement)

PROJECT: 2016 Weed Cutting Contract

Attachment: Weed Cutting Bid Tab 3-30-16 (2263 : Weed Cutting Agreement)

CITY OF BURTON
WEED CUTTING AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2016, by and between the **CITY OF BURTON**, hereinafter referred to as “the City” and _____, _____, Michigan, 485____, hereinafter referred to as “Contractor”.

WHEREAS, the City desires to secure unit pricing for mowing services for the cutting of residential lots within the City and the removal of yard rubbish on an “as needed” and “as requested” basis, and

WHEREAS, the Contractor has submitted a proposal indicating its willingness to perform these services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the City and the Contractor, as follows:

SECTION ONE
Scope of Work

- a) The Contractor shall be available to perform the following work at the stated prices:

Brush-hog cutting residential parcels of land (50 feet x 100 feet) with use of a tractor at \$_____ per lot (estimated quantity: seven (7) lots);

Hand mow and weed cutting residential parcels of land (50 feet x 100 feet) with one (1) operator using a power hand mower and weed cutter at \$_____ per lot (estimated quantity: 280 lots);

Remove yard rubbish at \$_____ per yard (estimated quantity: 70 yards);

For residential lots larger than 50 feet x 100 feet the Contractor shall be entitled to add \$_____ per square foot to the prices referenced above (estimated quantity: 1,600,000 square feet);

- b) The estimates of quantities have been utilized for bidding purposes only. The Contractor understands that these are estimates only and that the unit prices shall be fixed irrespective of the accuracy of any of the estimates.

- c) The Contractor’s services will be utilized by the City on an “as needed” basis. There is no minimum amount of work that has been guaranteed to the Contractor. Further, the City reserves the exclusive right to determine which mowing option will be utilized for each lot, and the right to select the type of equipment to be used on a site-by-site basis.

d) All work will be performed within a seven (7) day period of the date the work is awarded by the City. A \$25.00 penalty fee will be assessed to the Contractor on any weed order not cut within the seven (7) days, weather permitting.

e) Photographic proof of weed cutting shall be attached to each order. Photos shall include a minimum of one before picture and one after picture with clear representation of the lawn above 10 inches along with the date cut clearly shown on the photo.

f) The Contractor shall cut the property to a level and safe condition, comparable to the adjacent property.

g) The Contractor will mow properties in the order in which they were received, unless otherwise directed by the City. The City reserves the right to assign cutting locations on a priority basis.

h) The Contractor shall submit a weekly sheet to the City, showing which orders were cut the previous week.

i) The Contractor shall be required to use the form furnished by the City for the cutting locations and return the same form to the City. Along with the forms the Contractor shall submit an invoice for payment that includes the locations of each property and the total to be paid for said property.

j) The City will pre-determine square footage of each lot to be cut with the billing amount on the cutting order. If Contractor is unable to mow the entire parcel, the Contractor must lower the amount of square footage provided to account for the area not mowed and document the mowed area with drawings, measurements, and photos.

SECTION TWO **Liability and Insurance**

a) Contractor shall furnish, at Contractor's expense, proper and adequate equipment, machinery, tools and supplies necessary to perform all jobs and services in a safe, diligent manner, and shall provide and have available at all times for use by Contractor's employees engaged in the performance of such work, all safety applications needed for the maximum protection of the Contractor's employees and the general public against injury.

b) The work to be performed under this contract will be performed entirely at Contractor's risk and Contractor assumes all responsibility to provide and for the condition of tools and equipment used in the performance of this contract. The Contractor shall hold harmless and indemnify the City, it's officers, agents and employees against any and all claims for damage to public or private property, and for injuries to persons arising out of, or during the progress and/or completion of the work.

c) The Contractor shall maintain and provide the City with proof of the following during the term of this Agreement:

1) OWNERS....PROTECTIVE LIABILITY & PROPERTY DAMAGE INSURANCE.

COVERAGES

Bodily Injury

LIMITS OF CONTINGENT LIABILITY

\$ 500,000 each person
\$1,000,000 each occurrence

Property Damage Liability	\$ 500,000 each occurrence \$1,000,000 aggregate
---------------------------	---

2) CONTRACTOR'S MOTOR VEHICLE LIABILITY INSURANCE.

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Bodily Injury	\$ 500,000 each person \$1,000,000 each occurrence
Property Damage Liability	\$ 500,000 each occurrence \$1,000,000 aggregate

3) CONTRACTOR'S COMPREHENSIVE PROPERTY DAMAGE & BODILY DAMAGE.

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Comprehensive Property Damage	\$ 500,000 each occurrence \$1,000,000 aggregate
Comprehensive Bodily Damage	\$ 500,000 each person \$1,000,000 each occurrence \$1,000,000 aggregate

4) Performance bond in the amount of Five Hundred (\$500.00) Dollars.

SECTION THREE
Relationship of the Parties

The parties intend that an independent contractor relationship will be created by this Agreement. The City is interested only in the results to be achieved and the conduct and control of the work will lie solely with the Contractor. Contractor is not considered an agent or employee of the City for any purpose, and the employees of Contractor are not entitled to any benefits that the City provides for the City's employees. It is understood that the City does not agree to use the Contractor exclusively. It is further understood that Contractor is free to contract similar services to be performed for other municipalities while under contract with the City, and that the Contractor shall be solely responsible to pay all taxes and the City shall not withhold any sums of money as withholding from compensation paid to Contractor.

SECTION FOUR
Term and Termination

a) This Agreement shall be in full force and effect upon the execution by the authorized representatives of both parties and shall expire December 31, 2017.

b) This Agreement may be terminated with or without cause by the City upon ten (10) days written notice to the Contractor. All work completed, inspected and approved prior to the effective date of such termination shall be paid by the City.

CITY OF BURTON

Dated: _____

By: Paula Zelenko
Its' Mayor

Dated: _____

By: Teresa Karsney
Its' Clerk

CONTRACTOR

Dated: _____

By:
Its Owner

Attachment: Weed Cutting Agreement 3-30-16 (2263 : Weed Cutting Agreement)



ADOPTED

AGENDA ITEM (ID # 2265)

DOC ID: 2265

Approve and authorize Gregory Kray to purchase two (2) years of MERS pension generic service time. The total cost of \$39,906.00 will be at the employee's expense.

RESULT:	CARRIED [4 TO 3]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Hatfield, Councilman
AYES:	Duane Haskins, Dennis O'Keefe, Ellen Ellenburg, Steven Hatfield
NAYS:	Tom Martinbianco, Steven Heffner, Vaughn Smith



ADOPTED

AGENDA ITEM (ID # 2266)

DOC ID: 2266

Approve and authorize to set a Public Hearing on 18th, April, 2016 at 6:30 p.m. to receive public comments on the proposed Fiscal Year 2016-2017 Budget.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Hatfield, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield



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

Meeting: 04/04/16 07:00 PM
Department: Mayor's Office
Category: Contract Amendment
Prepared By: Sue Warren
Department Head: Paula Zelenko

K.1

TABLED

AGENDA ITEM (ID # 2238)

DOC ID: 2238

Approve and authorize the ratification of Teamsters Local 214 Administrative/Supervisory agreement for 2016-2020.

HISTORY:

03/21/16 **City Council**

TABLED

Next: 04/04/16



ADOPTED

AGENDA ITEM (ID # 2227)

DOC ID: 2227

Budget Amendment 213-215 Approve and authorize the following 2015-2016 budget amendment: Increase 2006-2006-991.0001 Principal Portion of lease by \$44,500; Increase 2006-2006-995.0001 Interest Portion of Lease by \$15,900; Decrease 2006-2006-985.7094 Vehicle by \$60,400.

HISTORY:

03/16/16 **Finance Committee** **CARRIED**

03/21/16 **City Council** **TABLED**

Next: 04/04/16

ATTACHMENTS:

- 2227 (PDF)

RESULT: **CARRIED [6 TO 1]**
MOVER: Vaughn Smith, Councilman
SECONDER: Tom Martinbianco, Councilman
AYES: Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
NAYS: Duane Haskins

City of Burton Debt Payments

BA 213-215
2227

	2015-16	2016-17	2017-18	2018-19
1001-2065-977.7090 City Hall Expansion/Lease				
Huntington Bank-City Hall Expansion/Lease	160,440.30	157,307.50	149,724.70	142,239.80
1001-2071-922.0001 Gilkey Creek Principal				
Genesee County Drain Commission-Gilkey Creek Principal	38,923.00	38,923.00	38,923.00	38,923.00
1001-2071-922.0002 Gilkey Creek Interest				
Genesee County Drain Commission-Gilkey Creek Interest	7,674.00	6,701.00	5,728.00	4,755.00
2006-2006-991.0000 Principal Fire Bonds				
Huntington Bank-Fire Bonds	150,000.00	195,000.00	200,000.00	200,000.00
2006-2006-991.0001 Principal Portion of Lease				
Oshkosh Capital-Capital Lease Fire Trucks	44,322.87	45,853.14	47,436.26	49,074.03
2006-2006-995.0000 Interest Fire Bonds				
Huntington Bank-Fire Bonds	179,725.00	171,100.00	161,225.00	152,675.00
2006-2006-995.0001 Interest Portion of Lease				
Oshkosh Capital-Capital Lease Fire Trucks	15,835.97	14,305.70	12,722.58	11,084.81
2007-2007-991.0001 Principal				
Fleetwood Leasing-Capital Lease Police Video System	14,889.34	15,709.44	16,574.71	17,487.65
2007-2007-995.0001 Interest				
Fleetwood Leasing-Capital Lease Police Video System	3,561.52	2,741.42	1,876.15	963.21
5090-5090-995.2015 SRF Loan Interest				
Michigan Finance Authority	9,635.00	87,500.00		
5091-5091-995.2011 Interest 2011 Fenton Rd Project				
Genesee County Drain Commission	9,658.80	9,228.50	8,718.50	8,157.00

Attachment: 2227 : Budget Amendment 213-215)

	2015-2016	2016-2017	2017-2018	2018-2019
5091-5091-995.2012 DWRP 1 Loan Interest				
Michigan Finance Authority	119,814.00	148,331.00		
5091-5091-995.2016 DWRP 2 Loan Interest				
Michigan Finance Authority	38,087.00	95,750.00		
5091-5091-995.7860 Interest Revenue Refunding Bond				
Huntington Bank-Water Supply and Sewage Disposal Bonds	15,360.00	10,658.00	7,380.00	4,245.00
6061-6061-983.0000 Lease Expense Building				
Huntington Bank-City Hall Expansion/Lease	20,280.92	19,346.25	18,412.02	17,490.00
6061-6061-983.1000 Lease Expense Equipment				
MBFS USA LLC-Interest on Dump Truck Loan	9,283.20	8,575.95	5,941.51	3,214.37
KS State Bank-Interest on Bucket Truck Loan	4,755.18	2,560.62	1,624.10	653.40
Deere Credit-Principal/Interest on Grader, Backhoe, Loader	57,145.06	57,145.06		
	<u>71,183.44</u>	<u>68,281.63</u>	<u>7,565.61</u>	<u>3,867.77</u>

User: millerg

PERIOD ENDING 06/30/2016

DB: Burton

BB: Burton		BALANCE	2015-16	END BALANCE
		06/30/2015	AMENDED	06/30/20
GL NUMBER	DESCRIPTION	NORMAL (ABNORMAL)	BUDGET	NORMAL (ABNORMA
Fund 2006 - FIRE DEPARTMENT				
Assets				
2006-0000-001.0000	CASH	287,355.21		564,566.5
2006-0000-001.0002	CREDIT CARDS ENTERED VIA CASH RECEIPTS	0.00		0.0
2006-0000-018.0000	PETTY CASH	0.00		0.0
2006-0000-020.0000	TAX RECEIVABLE-CURRENT REAL	0.00		0.0
2006-0000-040.0000	ACCOUNTS RECEIVABLE	9,504.15		5,004.1
2006-0000-040.0005	ACCOUNTS RECEIVABLE SENT TO COLLECTIONS	0.00		0.0
2006-0000-040.0022	ACCOUNTS RECEIVABLE-MISC INVOI	2,745.21		23,403.4
2006-0000-040.0030	DUE IN FROM TX COLLECTION (MR/UB)	0.00		150.0
2006-0000-067.1001	DUE GENERAL FUND	2,817.01		(23,768.5
2006-0000-067.2007	DUE POLICE MILLAGE	0.00		0.0
2006-0000-067.2049	DUE BUILDING FUND	0.00		0.0
2006-0000-067.3001	DUE DEBT RETIREMENT	0.00		0.0
2006-0000-067.4145	DUE FIRE 2011 CP	0.00		0.0
2006-0000-067.5090	DUE SEWER OPERATING	0.00		0.0
2006-0000-067.5091	DUE WATER DEPT.	0.00		0.0
2006-0000-067.6061	DUE MOTOR POOL	0.00		0.0
2006-0000-067.7001	DUE TRUST & AGENCY	699.45		0.0
2006-0000-067.7003	DUE CURRENT TAX ACCOUNT	0.00		0.0
2006-0000-086.1001	DUE FROM GENERAL FUND	0.00		0.0
TOTAL Assets		303,121.03		569,355.6
Liabilities				
2006-0000-202.0000	ACCOUNTS PAYABLE	73,058.10		0.0
2006-0000-216.1001	DUE TO GENERAL FUND	0.00		0.0
2006-0000-257.0000	ACCRUED PAYROLL	5,466.61		398.6
2006-0000-264.0000	ACCRUED LIABILITY	0.00		0.0
2006-0000-267.0000	ALLOWANCE FOR MTT AND CHARGEBACKS	0.00		0.0
2006-0000-339.0000	DEFERRED REVENUE	1,440.21		0.0
TOTAL Liabilities		79,964.92		398.6
Fund Equity				
2006-0000-390.0000	FUND BALANCE - UNASSIGNED	235,091.26		223,156.1
TOTAL Fund Equity		235,091.26		223,156.1
Revenues				
2006-0000-403.0000	CURRENT REAL/PERSONAL TAXES	527,768.60	490,100.00	492,098.5
2006-0000-404.0000	TAX CHARGEBACKS	(839.48)	(4,000.00)	0.0
2006-0000-407.0000	DELINQUENT PERSONAL TAXES	210.69	29,300.00	0.0
2006-0000-450.0000	CAMPFIRE PERMITS	0.00	0.00	0.0
2006-0000-501.0010	FEDERAL AFG FEMA FIRE GRANT	0.00	1,000,000.00	62,291.0
2006-0000-501.0020	FEMA SIREN GRANT	0.00	90,000.00	0.0
2006-0000-573.0000	LOC COMM STABILIZ SHR APPROP (STATE)	0.00	10,000.00	9,026.9
2006-0000-580.0000	CONTRIBUTION FROM LOCAL UNITS	0.00	0.00	0.0
2006-0000-630.0000	FIRE RECOVERY FEES	31,125.36	33,000.00	34,961.2
2006-0000-631.0000	FIRE INSPECTION FEES	3,600.00	3,000.00	1,275.0
2006-0000-633.0000	SITE PLAN REVIEW	225.00	1,200.00	450.0
2006-0000-666.0000	INTEREST INCOME	3,289.81	900.00	0.0
2006-0000-673.0000	SALE OF ASSETS	13,000.00	7,500.00	125.0
2006-0000-675.0000	REFUNDS & REBATES	7,249.37	3,500.00	0.0
2006-0000-678.0000	REIMBURSEMENT INCOME	5,134.34	18,125.22	17,446.8
2006-0000-690.0001	FIRE STATION #2 PLAYGRD EQUIP DONATION	0.00	0.00	0.0
2006-0000-691.0651	COMMUNITY DEVELOPMENT	0.00	0.00	0.0
2006-0000-691.1001	CONTRIBUTION FROM OTHER FUNDS	642,000.00	900,000.00	900,000.0
2006-0000-691.4001	TRANSFER FROM CAPITAL IMPROV.	0.00	0.00	0.0
2006-0000-691.4145	TRANSFER IN FROM 4145	0.00	0.00	0.0
2006-0000-694.0000	OTHER REVENUES	8,912.63	3,500.00	1,998.1
2006-0000-699.0000	CONTINGENCY	0.00	136,400.00	0.0
TOTAL Revenues		1,241,676.32	2,722,525.22	1,519,672.7
Expenditures				
2006-0000-999.3001	CONTRIBUTION TO DEBT FUND	0.00	0.00	0.0
2006-0000-999.3082	CONTRIBUTION TO DEBT FUND	0.00	0.00	0.0
2006-2006-703.0000	SALARY	62,105.89	61,400.00	43,596.7
2006-2006-706.0000	SALARIES PERMANENT	95,614.94	99,800.00	69,947.3
2006-2006-707.0000	PART-TIME FIREMEN	151,997.69	240,000.00	135,355.0
2006-2006-708.0000	SHARED SALARIES	0.00	0.00	0.0
2006-2006-709.0000	OVERTIME	0.00	0.00	0.0
2006-2006-717.0000	RETIREMENT - ACTIVE	0.00	0.00	806.66
2006-2006-718.0000	RETIREMENT - RETIREES	0.00	0.00	1,992.23
2006-2006-719.0000	Payroll Fringes	171,283.16	161,000.00	

Attachment: 2227 : Budget Amendment 213-215)

Packet Pg. 58

Attachment: 2227 : Budget Amendment 213-215)

User: millerg

PERIOD ENDING 06/30/2016

DB: Burton

GL NUMBER	DESCRIPTION	BALANCE	2015-16	END BALANCE
		06/30/2015	AMENDED	06/30/2016
		NORMAL (ABNORMAL)	BUDGET	NORMAL (ABNORMAL)
Fund 2006 - FIRE DEPARTMENT				
Expenditures				
2006-2006-720.0000	UNEMPLOYMENT EXPENDITURES - MESC CHARGE	0.00	0.00	0.00
2006-2006-727.0000	OFFICE SUPPLIES	3,787.65	1,000.00	809.1
2006-2006-728.0000	INFORMATION TECH ALLOCATION	27,200.00	25,100.00	25,100.0
2006-2006-744.0000	SAFETY WEAR & HEALTH	28,462.08	54,000.00	38,595.5
2006-2006-757.0000	OPERATING SUPPLIES	18,824.57	20,000.00	11,272.0
2006-2006-808.0000	AUDIT	2,807.50	2,800.00	2,800.0
2006-2006-818.0000	CONTRACTUAL SERVICES	10,389.23	26,000.00	8,660.2
2006-2006-826.0000	LEGAL	5,140.03	5,000.00	461.2
2006-2006-828.0000	MEMBERSHIP & DUES	3,735.00	5,000.00	3,545.0
2006-2006-863.0000	AUTO REPAIR	54,312.12	53,000.00	28,179.0
2006-2006-864.0000	TRAINING	2,048.28	2,500.00	526.5
2006-2006-867.0000	GAS & OIL	12,738.60	16,000.00	7,274.0
2006-2006-910.0000	INSURANCE	24,296.45	32,000.00	20,362.5
2006-2006-910.7020	BUILDING INSURANCE	2,167.07	2,000.00	1,848.2
2006-2006-920.0000	UTILITIES	42,017.74	39,000.00	21,931.5
2006-2006-921.0000	SEWER PAYMENTS	6,171.59	5,000.00	3,218.5
2006-2006-934.0000	EQUIPMENT REPAIR	6,687.37	9,000.00	8.3
2006-2006-937.0000	BUILDING MAINT & SUPPLIES	19,648.90	25,749.03	24,722.5
2006-2006-943.0000	EQUIPMENT RENTAL	11,064.63	14,500.00	7,455.1
2006-2006-956.0000	MISCELLANEOUS	320.00	800.00	663.7
2006-2006-957.0000	CONTINGENCY	0.00	0.00	0.0
2006-2006-962.0000	TRAINING & MATERIALS	13,541.14	12,000.00	7,805.6
2006-2006-963.0000	PREVENTION MATERIALS	7,126.04	9,376.19	8,227.5
2006-2006-969.0001	STATION #2 PLAYGRD EQUIPMENT EXPENDITUR	0.00	0.00	0.0
2006-2006-977.7087	COMMUNITY DEVELOPMENT	0.00	0.00	0.0
2006-2006-977.7088	LAND ACQUISITION	0.00	0.00	0.0
2006-2006-977.7089	NEW EQUIPMENT	29,578.10	359,500.00	177,642.0
2006-2006-977.7090	BLDG EXPANSION	0.00	0.00	0.0
2006-2006-984.0000	OFFICE EQUIPMENT	0.00	300.00	0.0
2006-2006-985.0000	VEHICLE	42,911.86	960,200.00	45,213.1
2006-2006-991.0000	PRINCIPAL	150,000.00	150,000.00	150,000.0
2006-2006-991.0001	PRINCIPAL PORTION OF LEASE (CAPITAL) PM	42,843.00	0.00	0.0
2006-2006-995.0000	INTEREST ON BONDS	187,225.00	179,800.00	179,725.0
2006-2006-995.0001	INTEREST PORTION OF LEASE (CAPITAL) PMT	17,315.84	0.00	0.0
2006-2006-999.0000	PAYING AGENT FEES	250.00	700.00	250.0
2006-2006-999.3000	TRANSFER OUT TO DEBT SERVICE	0.00	0.00	0.0
2006-2006-999.3001	CONTRIBUTION TO DEBT FUND	0.00	0.00	0.0
2006-2006-999.4001	TRANSFER TO CAPITAL IMPROV.	0.00	0.00	0.0
2006-2006-999.4206	TRANSFER OUT TO FIRE CAPITAL PROJECTS	0.00	150,000.00	0.0
2006-4063-709.0000	OVERTIME	0.00	0.00	0.0
TOTAL Expenditures		1,253,611.47	2,722,525.22	1,173,871.8
Total Fund 2006 - FIRE DEPARTMENT				
TOTAL ASSETS		303,121.03		569,355.6
BEG. FUND BALANCE		235,091.26		223,156.1
+ NET OF REVENUES & EXPENDITURES		(11,935.15)		345,800.9
= ENDING FUND BALANCE		223,156.11		568,957.0
+ LIABILITIES		79,964.92		398.6
= TOTAL LIABILITIES AND FUND BALANCE		303,121.03		569,355.6

Attachment: 2227 (2227 : Budget Amendment 213-215)



ADOPTED

AGENDA ITEM (ID # 2229)

DOC ID: 2229

Budget Amendment 218-220 Approve and authorize the following 2015-2016 budget amendment: Increase 5091-5091-995.2016 Interest on DWRP Financing Phase 2 by \$42,000; Increase 5091-5091-995.7860 Revenue Refunding bond interest by \$1,000 and Decrease 5091-5091-957.0000 Contingency by \$43,000.

HISTORY:

03/16/16 **Finance Committee** **CARRIED**

03/21/16 **City Council** **TABLED**

Next: 04/04/16

ATTACHMENTS:

- 2229 (PDF)

RESULT:	CARRIED [6 TO 1]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
NAYS:	Duane Haskins

City of Burton Debt Payments

BA 218-220
2229

	2015-16	2016-17	2017-18	2018-19
1001-2065-977.7090 City Hall Expansion/Lease				
Huntington Bank-City Hall Expansion/Lease	160,440.30	157,307.50	149,724.70	142,239.80
1001-2071-922.0001 Gilkey Creek Principal				
Genesee County Drain Commission-Gilkey Creek Principal	38,923.00	38,923.00	38,923.00	38,923.00
1001-2071-922.0002 Gilkey Creek Interest				
Genesee County Drain Commission-Gilkey Creek Interest	7,674.00	6,701.00	5,728.00	4,755.00
2006-2006-991.0000 Principal Fire Bonds				
Huntington Bank-Fire Bonds	150,000.00	195,000.00	200,000.00	200,000.00
2006-2006-991.0001 Principal Portion of Lease				
Oshkosh Capital-Capital Lease Fire Trucks	44,322.87	45,853.14	47,436.26	49,074.03
2006-2006-995.0000 Interest Fire Bonds				
Huntington Bank-Fire Bonds	179,725.00	171,100.00	161,225.00	152,675.00
2006-2006-995.0001 Interest Portion of Lease				
Oshkosh Capital-Capital Lease Fire Trucks	15,835.97	14,305.70	12,722.58	11,084.81
2007-2007-991.000 Principal				
Fleetwood Leasing-Capital Lease Police Video System	14,889.34	15,709.44	16,574.71	17,487.65
2007-2007-995.0001 Interest				
Fleetwood Leasing-Capital Lease Police Video System	3,561.52	2,741.42	1,876.15	963.21
5090-5090-995.2015 SRF Loan Interest				
Michigan Finance Authority	9,635.00	87,500.00		
5091-5091-995.2011 Interest 2011 Fenton Rd Project				
Genesee County Drain Commission	9,658.80	9,228.50	8,718.50	8,157.00

Attachment: 2229 : Budget Amendment 218-220)

5091-5091-995.2012 DWRP 1 Loan Interest

Michigan Finance Authority

2015-2016

2016-2017

2017-2018

2018-2019

119,814.00 148,331.00

5091-5091-995.2016 DWRP 2 Loan Interest

Michigan Finance Authority

38,087.00 95,750.00

5091-5091-995.7860 Interest Revenue Refunding Bond

Huntington Bank-Water Supply and Sewage Disposal Bonds

15,360.00 10,658.00 7,380.00 4,245.00

6061-6061-983.0000 Lease Expense Building

Huntington Bank-City Hall Expansion/Lease

20,280.92 19,346.25 18,412.02 17,490.00

6061-6061-983.1000 Lease Expense Equipment

MBFS USA LLC-Interest on Dump Truck Loan

9,283.20 8,575.95 5,941.51 3,214.37

KS State Bank-Interest on Bucket Truck Loan

4,755.18 2,560.62 1,624.10 653.40

Deere Credit-Principal/Interest on Grader, Backhoe, Loader

57,145.06 57,145.06

71,183.44 68,281.63 7,565.61 3,867.77

Need \$1,000
more for interest
accrual.

going to \$42K
as a cushion -- in
case we take larger draw
on the loan this spring.

PERIOD ENDING 02/29/2016

% Fiscal Year Completed: 66.67

GL NUMBER	DESCRIPTION	2015-16	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDI
		AMENDED	02/29/2016	MONTH 02/29/2016	INCREASE (DECREASE)	BALANCE	
		BUDGET	NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	US
Fund 5091 - WATER DEPARTMENT							
Revenues							
Dept 0000							
5091-0000-403.0000	SPECIAL ASSESSMENT REVENUE	0.00	0.00	0.00		0.00	0.0
5091-0000-539.0004	GRANT (STATE) - DISADV COMMUNITY (DWRF)	0.00	0.00	0.00		0.00	0.0
5091-0000-539.2016	DWRF #2 GRANT REVENUE	807,873.00	807,873.00	1,013,563.00		0.00	100.0
5091-0000-610.0000	CITY TAP-IN FEES	120,500.00	119,571.33	3,000.00		928.67	99.2
5091-0000-610.0625	FRONT FOOT FEE REVENUE	12,000.00	11,704.52	0.00		295.48	97.5
5091-0000-610.1000	CAPITAL CONTRIBUTIONS	0.00	0.00	0.00		0.00	0.0
5091-0000-611.0000	USAGE FEES	4,646,380.00	3,516,263.61	296,135.58		1,130,116.39	75.6
5091-0000-625.0000	INSPECTION & APPROVAL FEES	26,000.00	25,440.00	1,650.00		560.00	97.8
5091-0000-629.0000	LABOR CHARGES	0.00	0.00	0.00		0.00	0.0
5091-0000-631.0000	SERVICE CHARGES	52,500.00	51,256.01	5,493.87		1,243.99	97.6
5091-0000-632.0000	WATER TURN ON/SHUT OFF REVENUE	35,000.00	32,365.44	5,280.44		2,634.56	92.4
5091-0000-648.0000	EQUIPMENT RENTAL SALES	0.00	0.00	0.00		0.00	0.0
5091-0000-649.0000	MATERIAL, REPAIRS & MAINTENANCE	22,000.00	20,662.38	(192.70)		1,337.62	93.9
5091-0000-661.0000	LATE CHARGES	95,000.00	71,608.24	7,868.40		23,391.76	75.3
5091-0000-666.0000	INTEREST INCOME	12,500.00	5,075.21	0.00		7,424.79	40.6
5091-0000-667.0000	TAP IN INTEREST	25,000.00	9,515.20	0.00		15,484.80	38.0
5091-0000-673.0000	SALE OF ASSETS	0.00	0.00	0.00		0.00	0.0
5091-0000-675.0000	REFUNDS & REBATES	3,000.00	0.00	0.00		3,000.00	0.0
5091-0000-678.0000	REIMBURSEMENT INCOME	0.00	1,651.23	1,651.23		(1,651.23)	100.0
5091-0000-691.0651	COMMUNITY DEVELOPMENT	0.00	0.00	0.00		0.00	0.0
5091-0000-691.3136	TRANSFER IN FROM TRAIL RIDGE WATER	0.00	0.00	0.00		0.00	0.0
5091-0000-691.7094	TRANSFERS FROM OTHER FUNDS	0.00	0.00	0.00		0.00	0.0
5091-0000-693.0001	GAIN ON SALE OF FIXED ASSETS	0.00	0.00	0.00		0.00	0.0
5091-0000-694.0000	MISCELLANEOUS	0.00	0.00	0.00		0.00	0.0
5091-0000-694.0002	FIRE HYDRANT METER DEPOSIT REVENUE	3,000.00	2,000.00	0.00		1,000.00	66.6
5091-0000-699.0000	CONTINGENCY	0.00	0.00	0.00		0.00	0.0
Total Dept 0000		5,860,753.00	4,674,986.17	1,334,449.82		1,185,766.83	79.7
TOTAL Revenues		5,860,753.00	4,674,986.17	1,334,449.82		1,185,766.83	79.7
Expenditures							
Dept 0000							
5091-0000-717.0000	RETIREMENT - ACTIVE	0.00	0.00	0.00		0.00	0.0
5091-0000-718.0000	RETIREMENT - RETIREES	0.00	0.00	0.00		0.00	0.0
5091-0000-719.0000	Payroll Fringes	0.00	0.00	0.00		0.00	0.0
5091-0000-925.0000	LOSS ON SALE OF ASSETS	0.00	0.00	0.00		0.00	0.0
Total Dept 0000		0.00	0.00	0.00		0.00	0.0
Dept 4090-CONTINGENCY							
5091-4090-957.0030	SPECIAL ASSESSMENTS CITY OWNED TX BILL	0.00	0.00	0.00		0.00	0.0
Total Dept 4090-CONTINGENCY		0.00	0.00	0.00		0.00	0.0
Dept 5091-WATER EXPENSES							
5091-5091-703.0000	ADMINISTRATION SALARIES	41,100.00	17,297.69	2,064.59		23,802.31	42.0
5091-5091-703.2042	ADMINISTRATION SALARIES - 2042	0.00	0.00	0.00		0.00	0.0
5091-5091-705.0000	SUPERVISION SALARIES	0.00	0.00	0.00		0.00	0.0
5091-5091-705.2066	SUPERVISION SALARIES - 2066	0.00	0.00	0.00		0.00	0.0
5091-5091-706.0000	SALARIES PERMANENT	349,216.40	256,085.63	28,593.89		93,130.77	73.33
5091-5091-706.2021	SALARIES PERMANENT - 2021	0.00	0.00	0.00			

Attachment: 2229 : Budget Amendment 218-220)

PERIOD ENDING 02/29/2016

% Fiscal Year Completed: 66.67

GL NUMBER	DESCRIPTION	2015-16	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDC
		AMENDED	02/29/2016	MONTH 02/29/2016	INCREASE (DECREASE)	BALANCE	
		BUDGET	NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	USI
Fund 5091 - WATER DEPARTMENT							
Expenditures							
5091-5091-706.2030	SALARIES PERMANENT - 2030	0.00	0.00	0.00		0.00	0.00
5091-5091-706.2036	SALARIES PERMANENT - 2036	0.00	0.00	0.00		0.00	0.00
5091-5091-706.2037	SALARIES PERMANENT - 2037	0.00	0.00	0.00		0.00	0.00
5091-5091-706.2044	SALARIES PERMANENT - 2044	0.00	0.00	0.00		0.00	0.00
5091-5091-706.2045	SALARIES PERMANENT - 2045	0.00	0.00	0.00		0.00	0.00
5091-5091-706.2069	SALARIES PERMANENT - 2069	0.00	0.00	0.00		0.00	0.00
5091-5091-706.2073	SALARIES PERMANENT - 2073	0.00	0.00	0.00		0.00	0.00
5091-5091-706.2081	SALARIES PERMANENT - 2081	0.00	0.00	0.00		0.00	0.00
5091-5091-706.2087	SALARIES PERMANENT - 2087	0.00	0.00	0.00		0.00	0.00
5091-5091-706.2088	SALARIES PERMANENT - 2088	0.00	0.00	0.00		0.00	0.00
5091-5091-706.2093	SALARIES PERMANENT - 2093	0.00	0.00	0.00		0.00	0.00
5091-5091-706.2094	SALARIES PERMANENT - 2094	0.00	0.00	0.00		0.00	0.00
5091-5091-706.2099	SALARIES PERMANENT - 2099	0.00	0.00	0.00		0.00	0.00
5091-5091-706.2128	SALARIES PERMANENT - 2128	0.00	0.00	0.00		0.00	0.00
5091-5091-708.0000	SHARED SALARIES	0.00	0.00	0.00		0.00	0.00
5091-5091-709.0000	OVERTIME	0.00	0.00	0.00		0.00	0.00
5091-5091-717.0000	RETIREMENT - ACTIVE	0.00	0.00	0.00		0.00	0.00
5091-5091-718.0000	RETIREMENT - RETIREES	0.00	0.00	0.00		0.00	0.00
5091-5091-719.0000	FRINGE BENEFITS	423,988.13	321,456.67	29,537.02		102,531.46	75.8%
5091-5091-719.1000	OPEB EXPENSE	100,000.00	0.00	0.00		100,000.00	0.00
5091-5091-720.0000	UNEMPLOYMENT EXPENDITURES - MESC CHARGE	37.00	36.64	0.00		0.36	99.0%
5091-5091-727.0000	OFFICE SUPPLIES	2,000.00	1,067.32	191.62		932.68	53.3%
5091-5091-728.0000	INFORMATION TECH ALLOCATION	39,200.00	39,200.00	0.00		0.00	100.0%
5091-5091-731.0000	POSTAGE	11,000.00	7,033.81	1,216.87		3,966.19	63.9%
5091-5091-757.0000	OPERATING SUPPLIES	20,000.00	11,310.95	(759.60)		8,689.05	56.5%
5091-5091-776.0000	REPAIR & MAINTENANCE SUPPLIES	58,500.00	13,152.13	(1,307.22)		45,347.87	22.4%
5091-5091-782.0000	SAND & GRAVEL	1,800.00	647.63	0.00		1,152.37	35.9%
5091-5091-789.0000	PIPE & FITTING	50,000.00	30,023.41	2,441.47		19,976.59	60.0%
5091-5091-808.0000	AUDIT	7,163.00	7,163.00	1,941.81		0.00	100.0%
5091-5091-814.0000	BILLING CHARGES	5,000.00	2,763.74	1,110.05		2,236.26	55.2%
5091-5091-816.0000	CHARGES	2,958,000.00	1,622,485.27	5,426.44		1,335,514.73	54.8%
5091-5091-818.0000	CONTRACTUAL SERVICE	80,000.00	70,553.66	18,508.95		9,446.34	88.1%
5091-5091-818.1000	CONTRACTUAL - WATER TESTING	10,000.00	4,194.00	1,118.00		5,806.00	41.9%
5091-5091-826.0000	LEGAL	500.00	31.25	0.00		468.75	6.2%
5091-5091-828.0000	DUES & MEMBERSHIPS	1,500.00	735.00	0.00		765.00	49.0%
5091-5091-864.0000	TRAINING	5,000.00	1,709.87	214.75		3,290.13	34.2%
5091-5091-875.0000	PENSION EXPENSE	0.00	0.00	0.00		0.00	0.00
5091-5091-910.0000	INSURANCE	20,000.00	14,128.91	0.00		5,871.09	70.6%
5091-5091-920.0000	UTILITIES	18,000.00	2,609.12	666.65		15,390.88	14.5%
5091-5091-925.0000	LOSS ON SALE OF ASSETS	0.00	0.00	0.00		0.00	0.00
5091-5091-928.0000	TREATMENT	0.00	0.00	0.00		0.00	0.00
5091-5091-943.0000	EQUIPMENT RENTAL	125,000.00	63,777.66	6,990.97		61,222.34	51.0%
5091-5091-956.0000	MISCELLANEOUS	3,000.00	189.00	0.00		2,811.00	6.3%
5091-5091-956.0001	BAD DEBT EXPENDITURE	1,500.00	1,472.03	0.00		27.97	98.1%
5091-5091-956.0002	FIRE HYDRANT METER REFUNDS	3,000.00	2,674.51	0.00		325.49	89.1%
5091-5091-956.7801	PAVING ASSESSMENTS	0.00	0.00	0.00		0.00	0.00
5091-5091-957.0000	CONTINGENCY	837,448.47	0.00	0.00		837,448.47	0.00
5091-5091-957.0020	SPECIAL ASSESSMENTS CITY OWNED TRANSFER	33,000.00	31,664.05	0.00		1,335.95	95.9%
5091-5091-968.0000	DEPRECIATION EXPENSE	470,000.00	0.00	0.00		470,000.00	0.00
5091-5091-970.0200	GIS PHASE I - 50% SWR, 50% WTR	0.00	0.00	0.00		0.00	0.00
5091-5091-970.0400	TAPPING MACHINE	0.00	0.00	0.00		0.00	0.00
5091-5091-970.0500	STORZ HYDRANT COUPLINGS	10,000.00	9,975.00	9,975.00		25.00	99.7%
5091-5091-977.7087	COMMUNITY DEVELOPMENT	0.00	0.00	0.00		0.00	0.00
5091-5091-984.7850	OFFICE EQUIPMENT	0.00	0.00	0.00		0.00	0.00
5091-5091-991.0000	2011 REVENUE REFUNDING BOND PRINCIPAL	0.00	0.00	0.00		0.00	0.00
5091-5091-991.2011	PRINCIPAL 2011 FENTON RD PROJ	0.00	0.00	0.00		0.00	0.00

Attachment: 2229 : Budget Amendment 218-220)

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

PERIOD ENDING 02/29/2016

% Fiscal Year Completed: 66.67

GL NUMBER	DESCRIPTION	2015-16	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDC
		AMENDED	02/29/2016	MONTH 02/29/2016	BALANCE	
		BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USF
Fund 5091 - WATER DEPARTMENT						
Expenditures						
5091-5091-994.7851	DISCOUNT ON REVENUE BONDS	0.00	0.00	0.00	0.00	0.00
5091-5091-995.2011	INTEREST 2011 FENTON RD PROJ	9,900.00	8,105.80	3,235.40	1,794.20	81.88
5091-5091-995.2012	INTEREST ON DWRF FINANCING-PHASE I	150,000.00	18,441.08	(19,538.00)	131,558.92	12.29
5091-5091-995.2016	INTEREST ON DWRF FINANCING-PHASE 2	0.00	0.00	0.00	0.00	0.00
5091-5091-995.7860	2011 REVENUE REFUNDING BOND INTEREST	14,500.00	8,010.00	0.00	6,490.00	55.24
5091-5091-999.2011	ADMIN FEE 2011 FENTON RD PROJ	700.00	100.00	50.00	600.00	14.29
5091-5091-999.7094	TRANSFER TO OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
5091-5091-999.7095	2011 WATER REFUNDING BOND EXPENDITURES	700.00	125.00	0.00	575.00	17.86
Total Dept 5091-WATER EXPENSES		5,860,753.00	2,568,219.83	91,678.66	3,292,533.17	43.82
TOTAL Expenditures		5,860,753.00	2,568,219.83	91,678.66	3,292,533.17	43.82
Fund 5091 - WATER DEPARTMENT:						
TOTAL REVENUES		5,860,753.00	4,674,986.17	1,334,449.82	1,185,766.83	79.71
TOTAL EXPENDITURES		5,860,753.00	2,568,219.83	91,678.66	3,292,533.17	43.82
NET OF REVENUES & EXPENDITURES		0.00	2,106,766.34	1,242,771.16	(2,106,766.34)	100.00
BEG. FUND BALANCE		13,838,020.54	13,838,020.54			
END FUND BALANCE		13,838,020.54	15,944,786.88			

Attachment: 2229 : Budget Amendment 218-220)



ADOPTED

AGENDA ITEM (ID # 2230)

DOC ID: 2230

Budget Amendment 221-223 Approve and authorize the following 2015-2016 budget amendment: Increase 6061-6061-699.0000 Contingency by \$15,300; Increase 6061-6061-983.1000 Lease Expense - Equipment by \$10,500 and increase 6061-6061-983.0000 Lease Expense - Building by \$4,800.

HISTORY:

03/16/16 **Finance Committee** **CARRIED**

03/21/16 **City Council** **TABLED**

Next: 04/04/16

ATTACHMENTS:

- 2230 (PDF)

RESULT:	CARRIED [6 TO 1]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
NAYS:	Duane Haskins

City of Burton Debt Payments

BA 221-223
2230

	2015-16	2016-17	2017-18	2018-19
1001-2065-977.7090 City Hall Expansion/Lease				
Huntington Bank-City Hall Expansion/Lease	160,440.30	157,307.50	149,724.70	142,239.80
1001-2071-922.0001 Gilkey Creek Principal				
Genesee County Drain Commission-Gilkey Creek Principal	38,923.00	38,923.00	38,923.00	38,923.00
1001-2071-922.0002 Gilkey Creek Interest				
Genesee County Drain Commission-Gilkey Creek Interest	7,674.00	6,701.00	5,728.00	4,755.00
2006-2006-991.0000 Principal Fire Bonds				
Huntington Bank-Fire Bonds	150,000.00	195,000.00	200,000.00	200,000.00
2006-2006-991.0001 Principal Portion of Lease				
Oshkosh Capital-Capital Lease Fire Trucks	44,322.87	45,853.14	47,436.26	49,074.03
2006-2006-995.0000 Interest Fire Bonds				
Huntington Bank-Fire Bonds	179,725.00	171,100.00	161,225.00	152,675.00
2006-2006-995.0001 Interest Portion of Lease				
Oshkosh Capital-Capital Lease Fire Trucks	15,835.97	14,305.70	12,722.58	11,084.81
2007-2007-991.0001 Principal				
Fleetwood Leasing-Capital Lease Police Video System	14,889.34	15,709.44	16,574.71	17,487.65
2007-2007-995.0001 Interest				
Fleetwood Leasing-Capital Lease Police Video System	3,561.52	2,741.42	1,876.15	963.21
5090-5090-995.2015 SRF Loan Interest				
Michigan Finance Authority	9,635.00	87,500.00		
5091-5091-995.2011 Interest 2011 Fenton Rd Project				
Genesee County Drain Commission	9,658.80	9,228.50	8,718.50	8,157.00

Attachment: 2230 (2230 : Budget Amendment 221-223)

5091-5091-995.2012 DWRP 1 Loan Interest

Michigan Finance Authority

2015-2016

2016-2017

2017-2018

2018-2019

119,814.00 148,331.00

5091-5091-995.2016 DWRP 2 Loan Interest

Michigan Finance Authority

38,087.00 95,750.00

5091-5091-995.7860 Interest Revenue Refunding Bond

Huntington Bank-Water Supply and Sewage Disposal Bonds

15,360.00 10,658.00 7,380.00 4,245.00

6061-6061-983.0000 Lease Expense Building

Huntington Bank-City Hall Expansion/Lease

20,280.92 19,346.25 18,412.02 17,490.00

6061-6061-983.1000 Lease Expense Equipment

MBFS USA LLC-Interest on Dump Truck Loan

9,283.20 8,575.95 5,941.51 3,214.37

KS State Bank-Interest on Bucket Truck Loan

4,755.18 2,560.62 1,624.10 653.40

Deere Credit-Principal/Interest on Grader, Backhoe, Loader

57,145.06 57,145.06

71,183.44 68,281.63 7,565.61 3,867.77

^ 221-223

PERIOD ENDING 02/29/2016

% Fiscal Year Completed: 66.67

		2015-16	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDI
		AMENDED	02/29/2016	MONTH 02/29/2016		BALANCE	
GL NUMBER	DESCRIPTION	BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)		US
Fund 6061 - MOTOR POOL							
Revenues							
Dept 0000							
6061-0000-645.0000	SALE OF VEHICLES	500.00	0.00	0.00	500.00	0.00	
6061-0000-650.0606	MATERIAL SALES - CULVERTS	5,000.00	4,034.43	0.00	965.57	80.6	
6061-0000-650.0607	MATERIAL SALES - TRAFFIC SIGNS	3,000.00	3,075.81	1,018.26	(75.81)	102.5	
6061-0000-650.0608	MATERIAL SALES - SALT	140,000.00	135,675.74	53,847.00	4,324.26	96.9	
6061-0000-650.0609	MATERIAL SALES - GRAVEL	40,000.00	20,253.01	0.00	19,746.99	50.6	
6061-0000-650.0610	SALE OF GAS	45,000.00	5,503.93	0.00	39,496.07	12.2	
6061-0000-650.0670	SALE OF SCRAP	500.00	0.00	0.00	500.00	0.00	
6061-0000-666.0000	INTEREST INCOME	1,200.00	0.00	0.00	1,200.00	0.00	
6061-0000-669.0680	LOCAL ST EQUIPMENT RENTAL	238,000.00	81,638.76	14,790.74	156,361.24	34.3	
6061-0000-669.0681	MAJOR ST EQUIPMENT RENTAL	332,000.00	186,349.20	29,593.39	145,650.80	56.1	
6061-0000-669.0682	SEWER EQUIPMENT RENTAL	78,000.00	87,995.08	5,920.75	(9,995.08)	112.8	
6061-0000-669.0683	WATER EQUIPMENT RENTAL	125,000.00	85,100.06	9,505.97	39,899.94	68.0	
6061-0000-669.0684	GEN FUND EQUIPMENT RENTAL	39,200.00	38,850.49	1,392.15	349.51	99.1	
6061-0000-669.0685	GEN FUND EQUIPMENT REPAIR	20,000.00	12,289.56	0.00	7,710.44	61.4	
6061-0000-669.0686	POLICE EQUIPMENT RENTAL	6,000.00	5,971.42	1,217.29	28.58	99.5	
6061-0000-669.0689	BUILDING EQUIPMENT RENTAL	10,000.00	10,188.57	912.12	(188.57)	101.8	
6061-0000-669.0690	SENIOR CITIZEN EQUIPMENT RENTAL	10,000.00	12,916.66	1,145.08	(2,916.66)	129.1	
6061-0000-669.0691	TECH CHARGES FIRE EQUIPMENT	12,000.00	7,455.11	811.03	4,544.89	62.1	
6061-0000-669.0693	DDA EQUIPMENT RENTAL	600.00	1,105.07	0.00	(505.07)	184.1	
6061-0000-673.0000	SALE OF ASSETS	18,000.00	17,130.00	0.00	870.00	95.1	
6061-0000-675.0000	REFUNDS & REBATES	9,000.00	0.00	0.00	9,000.00	0.00	
6061-0000-678.0000	REIMBURSEMENT INCOME	3,700.00	2,407.70	0.00	1,292.30	65.0	
6061-0000-699.0000	CONTINGENCY	10,100.00	0.00	0.00	10,100.00	0.00	
Total Dept 0000		1,146,800.00	717,940.60	120,153.78	428,859.40	62.6	
TOTAL Revenues		1,146,800.00	717,940.60	120,153.78	428,859.40	62.6	
Expenditures							
Dept 6061-MOTOR POOL EXPENSES							
6061-6061-706.0000	SALARIES PERMANENT	95,000.00	67,559.26	7,744.12	27,440.74	71.1	
6061-6061-706.7007	EQUIPMENT MAINTENANCE	3,640.20	2,360.18	39.81	1,280.02	64.8	
6061-6061-719.0000	FRINGE BENEFITS	95,300.00	48,941.15	5,569.48	46,358.85	51.3	
6061-6061-728.0000	INFORMATION TECH ALLOCATION	14,700.00	14,700.00	0.00	0.00	100.00	
6061-6061-746.7006	CULVERTS	5,000.00	4,034.43	0.00	965.57	80.6	
6061-6061-747.7009	GRAVEL	40,000.00	20,253.01	0.00	19,746.99	50.6	
6061-6061-748.7008	SALT	140,000.00	135,675.74	53,847.00	4,324.26	96.9	
6061-6061-749.7007	TRAFFIC SIGNS	3,000.00	3,075.81	1,018.26	(75.81)	102.5	
6061-6061-757.0000	OPERATING SUPPLIES	50,000.00	35,202.38	7,809.86	14,797.62	70.4	
6061-6061-776.0000	BLDG MAINT/SUPL/JANITORIAL	35,000.00	30,578.65	2,533.44	4,421.35	87.3	
6061-6061-808.0000	AUDIT	3,800.00	3,800.00	3,065.00	0.00	100.00	
6061-6061-818.0000	CONTRACTUAL SERVICE	5,659.80	1,315.26	462.33	4,344.54	23.2	
6061-6061-864.0000	TRAINING	1,200.00	565.68	0.00	634.32	47.1	
6061-6061-867.0000	GAS & OIL	157,000.00	54,823.23	15,583.17	102,176.77	34.9	
6061-6061-910.0000	VEHICLE INSURANCE	70,000.00	41,884.89	0.00	28,115.11	59.8	
6061-6061-910.7020	BUILDING INSURANCE	3,000.00	2,521.19	0.00	478.81	84.0	
6061-6061-920.0000	UTILITIES	30,000.00	16,655.41	3,847.87	13,344.59	55.5	
6061-6061-934.0000	EQUIPMENT REPAIRS	165,000.00	118,581.32	16,031.15	46,418.68	71.8	
6061-6061-958.0000	FREIGHT	2,000.00	636.43	85.65	1,363.57	31.8	
6061-6061-968.0000	DEPRECIATION EXPENSE	140,000.00	0.00	0.00	140,000.00	0.00	
6061-6061-978.0000	TOOLS & EQUIPMENT	10,000.00	6,827.55	668.60	3,172.45	68.2	
6061-6061-979.0000	SMALL PARTS & TOOLS	1,000.00	8.29	0.00	991.71	0.83	
6061-6061-983.0000	LEASE EXPENSE-BUILDING	15,500.00	1,114.85	0.00	14,385.15	7.2	
6061-6061-983.1000	LEASE EXPENSE-EQUIPMENT	61,000.00	60,914.83	57,145.06			

Packet Pg. 69

Attachment: 2230 : Budget Amendment 221-223)

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DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

Page: 2/2

K.4.a

PERIOD ENDING 02/29/2016
% Fiscal Year Completed: 66.67

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 02/29/2016 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 02/29/2016 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDC USI
Fund 6061 - MOTOR POOL						
Expenditures						
Total Dept 6061-MOTOR POOL EXPENSES		1,146,800.00	672,029.54	175,450.80	474,770.46	58.61
TOTAL Expenditures		1,146,800.00	672,029.54	175,450.80	474,770.46	58.61
Fund 6061 - MOTOR POOL:						
TOTAL REVENUES		1,146,800.00	717,940.60	120,153.78	428,859.40	62.61
TOTAL EXPENDITURES		1,146,800.00	672,029.54	175,450.80	474,770.46	58.61
NET OF REVENUES & EXPENDITURES		0.00	45,911.06	(55,297.02)	(45,911.06)	100.00
BEG. FUND BALANCE		1,961,185.75	1,961,185.75			
END FUND BALANCE		1,961,185.75	2,007,096.81			

Attachment: 2230 : Budget Amendment 221-223)



ADOPTED

AGENDA ITEM (ID # 2228)

DOC ID: 2228

Budget Amendment 216-217 Approve and authorize the following 2015-2016 budget amendment: Increase 5090-5090-995.2015 SRF Loan Interest by \$10,000 and Decrease 5090-5090-957.0000 Contingency by \$10,000.

HISTORY:

03/16/16 **Finance Committee** **CARRIED**

03/21/16 **City Council** **TABLED**

Next: 04/04/16

ATTACHMENTS:

- 2228 (PDF)

RESULT:	CARRIED AS AMENDED [6 TO 1]
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
NAYS:	Duane Haskins

BA 216-217
2228

City of Burton Debt Payments

	2015-16	2016-17	2017-18	2018-19
1001-2065-977.7090 City Hall Expansion/Lease				
Huntington Bank-City Hall Expansion/Lease	160,440.30	157,307.50	149,724.70	142,239.80
1001-2071-922.0001 Gilkey Creek Principal				
Genesee County Drain Commission-Gilkey Creek Principal	38,923.00	38,923.00	38,923.00	38,923.00
1001-2071-922.0002 Gilkey Creek Interest				
Genesee County Drain Commission-Gilkey Creek Interest	7,674.00	6,701.00	5,728.00	4,755.00
2006-2006-991.0000 Principal Fire Bonds				
Huntington Bank-Fire Bonds	150,000.00	195,000.00	200,000.00	200,000.00
2006-2006-991.0001 Principal Portion of Lease				
Oshkosh Capital-Capital Lease Fire Trucks	44,322.87	45,853.14	47,436.26	49,074.03
2006-2006-995.0000 Interest Fire Bonds				
Huntington Bank-Fire Bonds	179,725.00	171,100.00	161,225.00	152,675.00
2006-2006-995.0001 Interest Portion of Lease				
Oshkosh Capital-Capital Lease Fire Trucks	15,835.97	14,305.70	12,722.58	11,084.81
2007-2007-991.0001 Principal				
Fleetwood Leasing-Capital Lease Police Video System	14,889.34	15,709.44	16,574.71	17,487.65
2007-2007-995.0001 Interest				
Fleetwood Leasing-Capital Lease Police Video System	3,561.52	2,741.42	1,876.15	963.21
5090-5090-995.2015 SRF Loan Interest				
Michigan Finance Authority	9,635.00	87,500.00		
5091-5091-995.2011 Interest 2011 Fenton Rd Project				
Genesee County Drain Commission	9,658.80	9,228.50	8,718.50	8,157.00

*

Attachment: 2228 (2228 : Budget Amendment 216-217)

	<i>2015-2016</i>	<i>2016-2017</i>	<i>2017-2018</i>	<i>2018-2019</i>
5091-5091-995.2012 DWRF 1 Loan Interest				
Michigan Finance Authority	119,814.00	148,331.00		
5091-5091-995.2016 DWRF 2 Loan Interest				
Michigan Finance Authority	38,087.00	95,750.00		
5091-5091-995.7860 Interest Revenue Refunding Bond				
Huntington Bank-Water Supply and Sewage Disposal Bonds	15,360.00	10,658.00	7,380.00	4,245.00
6061-6061-983.0000 Lease Expense Building				
Huntington Bank-City Hall Expansion/Lease	20,280.92	19,346.25	18,412.02	17,490.00
6061-6061-983.1000 Lease Expense Equipment				
MBFS USA LLC-Interest on Dump Truck Loan	9,283.20	8,575.95	5,941.51	3,214.37
KS State Bank-Interest on Bucket Truck Loan	4,755.18	2,560.62	1,624.10	653.40
Deere Credit-Principal/Interest on Grader, Backhoe, Loader	57,145.06	57,145.06		
	<u>71,183.44</u>	<u>68,281.63</u>	<u>7,565.61</u>	<u>3,867.77</u>

PERIOD ENDING 02/29/2016

% Fiscal Year Completed: 66.67

		2015-16	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDC
		AMENDED	02/29/2016	MONTH 02/29/2016	BALANCE	
GL NUMBER	DESCRIPTION	BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USI
Fund 5090 - SEWER FUND						
Revenues						
Dept 0000						
5090-0000-539.0001	GRANT REVENUE (STATE) - S2 GRANT	0.00	0.00	0.00	0.00	0.00
5090-0000-539.0003	SAW GRANT REVENUE (STATE)	1,738,300.00	830,921.64	358,708.05	907,378.36	47.80
5090-0000-610.0000	TAP IN FEES	30,500.00	29,243.21	3,025.23	1,256.79	95.88
5090-0000-610.1000	CAPITAL CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
5090-0000-611.0000	USAGE FEES	5,200,000.00	4,150,039.20	426,724.46	1,049,960.80	79.81
5090-0000-625.0000	INSPECTION FEES	2,000.00	1,775.00	50.00	225.00	88.75
5090-0000-631.0000	SERVICE CHARGES	0.00	0.00	0.00	0.00	0.00
5090-0000-649.0000	MATERIAL SALES	2,700.00	1,649.97	0.00	1,050.03	61.11
5090-0000-661.0000	LATE CHARGES	0.00	0.00	0.00	0.00	0.00
5090-0000-662.0000	PENALTIES	126,100.00	106,583.39	11,700.18	19,516.61	84.52
5090-0000-666.0000	INTEREST INCOME	55,500.00	34,983.67	15,198.83	20,516.33	63.00
5090-0000-666.2002	INTEREST DUE FROM MAJOR STREETS	0.00	0.00	0.00	0.00	0.00
5090-0000-666.2003	INTEREST DUE FROM LOCAL STREETS	0.00	0.00	0.00	0.00	0.00
5090-0000-667.0000	TAP IN INTEREST CONTRACTS	500.00	416.24	6.75	83.76	83.25
5090-0000-673.0000	SALE OF ASSETS	0.00	0.00	0.00	0.00	0.00
5090-0000-675.0000	REFUNDS & REBATES	3,000.00	0.00	0.00	3,000.00	0.00
5090-0000-678.0000	REIMBURSEMENT INCOME	5,000.00	0.00	0.00	5,000.00	0.00
5090-0000-691.0000	TRANSFERS FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
5090-0000-691.3135	TRANSFER IN FROM TRAIL RIDGE SEWER	0.00	0.00	0.00	0.00	0.00
5090-0000-693.0001	GAIN ON SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
5090-0000-694.0000	MISCELLANEOUS	100.00	1,010.00	0.00	(910.00)	1,010.00
5090-0000-699.0000	CONTINGENCY REVENUE	434,100.00	0.00	0.00	434,100.00	0.00
Total Dept 0000		7,597,800.00	5,156,622.32	815,413.50	2,441,177.68	67.81
TOTAL Revenues		7,597,800.00	5,156,622.32	815,413.50	2,441,177.68	67.81
Expenditures						
Dept 0000						
5090-0000-717.0000	RETIREMENT - ACTIVE	0.00	0.00	0.00	0.00	0.00
5090-0000-718.0000	RETIREMENT - RETIREES	0.00	0.00	0.00	0.00	0.00
5090-0000-719.0000	Payroll Fringes	0.00	0.00	0.00	0.00	0.00
5090-0000-925.0000	LOSS ON SALE OF ASSETS	0.00	0.00	0.00	0.00	0.00
Total Dept 0000		0.00	0.00	0.00	0.00	0.00
Dept 4090-CONTINGENCY						
5090-4090-957.0030	SPECIAL ASSESSMENTS CITY OWNED TX BILL	20,000.00	0.00	0.00	20,000.00	0.00
Total Dept 4090-CONTINGENCY		20,000.00	0.00	0.00	20,000.00	0.00
Dept 5090-SEWER EXPENSES						
5090-5090-703.0000	ADMINISTRATION SALARIES	56,900.00	25,324.28	3,024.89	31,575.72	44.51
5090-5090-703.2042	ADMINISTRATION SALARIES - 2042	0.00	0.00	0.00	0.00	0.00
5090-5090-705.0000	SUPERVISION SALARIES	0.00	0.00	0.00	0.00	0.00
5090-5090-705.2066	SUPERVISION SALARIES - 2066	0.00	0.00	0.00	0.00	0.00
5090-5090-706.0000	SALARIES PERMANENT	326,216.40	148,863.44	18,939.11	177,352.96	45.63
5090-5090-706.2021	SALARIES PERMANENT - 2021	0.00	0.00	0.00	0.00	0.00
5090-5090-706.2044	SALARIES PERMANENT - 2044	0.00	0.00	0.00	0.00	0.00
5090-5090-706.2045	SALARIES PERMANENT - 2045	0.00	0.00	0.00	0.00	0.00
5090-5090-706.2069	SALARIES PERMANENT - 2069	0.00	0.00	0.00	0.00	0.00
5090-5090-706.2073	SALARIES PERMANENT - 2073	0.00	0.00	0.00	0.00	0.00

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PERIOD ENDING 02/29/2016

% Fiscal Year Completed: 66.67

GL NUMBER	DESCRIPTION	2015-16	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDC
		AMENDED BUDGET	02/29/2016 (ABNORMAL)	MONTH 02/29/2016 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	USI	
Fund 5090 - SEWER FUND							
Expenditures							
5090-5090-706.2077	SALARIES PERMANENT - 2077	0.00	0.00	0.00	0.00	0.00	0.00
5090-5090-706.2081	SALARIES PERMANENT - 2081	0.00	0.00	0.00	0.00	0.00	0.00
5090-5090-706.2087	SALARIES PERMANENT - 2087	0.00	0.00	0.00	0.00	0.00	0.00
5090-5090-706.2093	SALARIES PERMANENT - 2093	0.00	0.00	0.00	0.00	0.00	0.00
5090-5090-706.2094	SALARIES PERMANENT - 2094	0.00	0.00	0.00	0.00	0.00	0.00
5090-5090-706.2099	SALARIES PERMANENT - 2099	0.00	0.00	0.00	0.00	0.00	0.00
5090-5090-706.2128	SALARIES PERMANENT - 2128	0.00	0.00	0.00	0.00	0.00	0.00
5090-5090-706.2129	SALARIES PERMANENT - 2129	0.00	0.00	0.00	0.00	0.00	0.00
5090-5090-708.0000	SHARED SALARIES	0.00	0.00	0.00	0.00	0.00	0.00
5090-5090-709.0000	OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00
5090-5090-717.0000	RETIREMENT - ACTIVE	0.00	0.00	0.00	0.00	0.00	0.00
5090-5090-718.0000	RETIREMENT - RETIREES	0.00	0.00	0.00	0.00	0.00	0.00
5090-5090-719.0000	FRINGE BENEFITS	392,788.13	267,845.79	26,177.74	124,942.34	68.19	
5090-5090-719.1000	OPEB EXPENSE	95,000.00	0.00	0.00	95,000.00	0.00	
5090-5090-719.2003	FRINGE BENEFITS - 2003	0.00	0.00	0.00	0.00	0.00	
5090-5090-719.2021	FRINGE BENEFITS - 2021	0.00	0.00	0.00	0.00	0.00	
5090-5090-719.2042	FRINGE BENEFITS - 2042	0.00	0.00	0.00	0.00	0.00	
5090-5090-719.2044	FRINGE BENEFITS - 2044	0.00	0.00	0.00	0.00	0.00	
5090-5090-719.2045	FRINGE BENEFITS - 2045	0.00	0.00	0.00	0.00	0.00	
5090-5090-719.2066	FRINGE BENEFITS - 2066	0.00	0.00	0.00	0.00	0.00	
5090-5090-719.2069	FRINGE BENEFITS - 2069	0.00	0.00	0.00	0.00	0.00	
5090-5090-719.2073	FRINGE BENEFITS - 2073	0.00	0.00	0.00	0.00	0.00	
5090-5090-719.2077	FRINGE BENEFITS - 2077	0.00	0.00	0.00	0.00	0.00	
5090-5090-719.2081	FRINGE BENEFITS - 2081	0.00	0.00	0.00	0.00	0.00	
5090-5090-719.2087	FRINGE BENEFITS - 2087	0.00	0.00	0.00	0.00	0.00	
5090-5090-719.2128	FRINGE BENEFITS - 2128	0.00	0.00	0.00	0.00	0.00	
5090-5090-720.0000	UNEMPLOYMENT EXPENDITURES - MESC CHARGE	0.00	0.00	0.00	0.00	0.00	
5090-5090-727.0000	OFFICE SUPPLIES	2,000.00	1,110.74	191.62	889.26	55.54	
5090-5090-728.0000	INFORMATION TECH ALLOCATION	54,000.00	54,000.00	0.00	0.00	100.00	
5090-5090-731.0000	POSTAGE	17,500.00	8,917.40	1,845.37	8,582.60	50.91	
5090-5090-757.0000	OPERATING SUPPLIES	30,000.00	6,511.77	(1,202.56)	23,488.23	21.71	
5090-5090-789.0000	PIPE & FITTINGS	1,500.00	128.28	0.00	1,371.72	8.58	
5090-5090-808.0000	AUDIT	11,000.00	11,000.00	2,808.92	0.00	100.00	
5090-5090-818.0000	CONTRACTUAL SERVICE	37,700.00	29,598.06	16,789.95	8,101.94	78.51	
5090-5090-819.0000	COMPUTER CHARGES	5,500.00	2,763.69	1,110.03	2,736.31	50.21	
5090-5090-826.0000	LEGAL	2,600.00	93.75	0.00	2,506.25	3.61	
5090-5090-828.0000	MEMBERSHIP & DUES	0.00	0.00	0.00	0.00	0.00	
5090-5090-864.0000	TRAINING	4,500.00	80.14	24.75	4,419.86	1.78	
5090-5090-875.0000	PENSION EXPENSE	0.00	0.00	0.00	0.00	0.00	
5090-5090-924.0000	CHANGE IN INVESTMENT VALUE	0.00	0.00	0.00	0.00	0.00	
5090-5090-925.0000	LOSS ON SALE OF ASSETS	0.00	0.00	0.00	0.00	0.00	
5090-5090-928.0000	TREATMENT EXPENSE	3,500,000.00	1,999,388.38	277,382.93	1,500,611.62	57.11	
5090-5090-929.0000	PUMP STATION EXPENSE	50,000.00	31,790.89	1,493.76	18,209.11	63.58	
5090-5090-934.0000	REPAIR & MAINTENANCE	68,000.00	13,277.27	1,996.11	54,722.73	19.51	
5090-5090-943.0000	EQUIPMENT RENTAL	70,000.00	30,815.87	3,446.97	39,184.13	44.02	
5090-5090-956.0000	MISCELLANEOUS EXPENSE	5,000.00	444.00	0.00	4,556.00	8.88	
5090-5090-956.0001	BAD DEBT EXPENDITURE	0.00	0.00	0.00	0.00	0.00	
5090-5090-956.0025	WOODROW LIFT STATION	0.00	0.00	0.00	0.00	0.00	
5090-5090-956.2013	S2 GRANT COSTS (TO BE REIMB BY STATE)	0.00	0.00	0.00	0.00	0.00	
5090-5090-956.2014	SAW GRANT EXPENSES (TO BE REIMB BY STAT	2,168,300.00	1,047,717.45	19,228.21	1,120,582.55	48.32	
5090-5090-956.2015	SRF (TO BE REIMBURSED BY STATE)	0.00	0.00	0.00	0.00	0.00	
5090-5090-957.0000	CONTINGENCY/CAPITAL	79,295.47	0.00	0.00	79,295.47	0.00	
5090-5090-957.0020	SPECIAL ASSESSMENTS CITY OWNED TRANSFER	50,000.00	45,891.25	0.00	4,108.75	91.78	
5090-5090-968.0000	DEPRECIATION EXPENSE	550,000.00	0.00	0.00	550,000.00	0.00	
5090-5090-970.0200	GIS PHASE I - 50% SWR, 50% WTR	0.00	0.00	0.00	0.00	0.00	
5090-5090-970.0300	LATERAL LAUNCH CAMERA	0.00	0.00	0.00			

Attachment: 2228 : Budget Amendment 216-217)

03/14/2016 04:40 PM
User: millerg
DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON
PERIOD ENDING 02/29/2016
% Fiscal Year Completed: 66.67

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K.5.a

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 02/29/2016 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 02/29/2016 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDC USI
Fund 5090 - SEWER FUND						
Expenditures						
5090-5090-984.0000	OFFICE EQUIPMENT	0.00	0.00	0.00	0.00	0.00
5090-5090-995.2015	INTEREST ON SRF FINANCING	0.00	0.00	0.00	0.00	0.00
5090-5090-999.7094	TRANSFER TO OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
Total Dept 5090-SEWER EXPENSES		7,577,800.00	3,725,562.45	373,257.80	3,852,237.55	49.10
TOTAL Expenditures		7,597,800.00	3,725,562.45	373,257.80	3,872,237.55	49.00
Fund 5090 - SEWER FUND:						
TOTAL REVENUES		7,597,800.00	5,156,622.32	815,413.50	2,441,177.68	67.80
TOTAL EXPENDITURES		7,597,800.00	3,725,562.45	373,257.80	3,872,237.55	49.00
NET OF REVENUES & EXPENDITURES		0.00	1,431,059.87	442,155.70	(1,431,059.87)	100.00
BEG. FUND BALANCE		34,515,965.92	34,515,965.92			
END FUND BALANCE		34,515,965.92	35,947,025.79			

Attachment: 2228 : Budget Amendment 216-217)



ADOPTED

AGENDA ITEM (ID # 2231)

DOC ID: 2231

Budget Amendment 224-225 Approve and authorize the following 2015-2016 budget amendment: Increase 2003-4078-757.0000 Material-Salt by \$13,000 and Decrease 2003-4078-943.0000 Equipment Rental by \$13,000.

HISTORY:

03/16/16 **Finance Committee** **CARRIED**

03/21/16 **City Council** **TABLED**

Next: 04/04/16

ATTACHMENTS:

- 2231 (PDF)

RESULT:	CARRIED [6 TO 1]
MOVER:	Dennis O'Keefe, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
NAYS:	Duane Haskins

03/14/2016 10:18 AM

User: millerg

DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON

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K.6.a

PERIOD ENDING 02/29/2016

% Fiscal Year Completed: 66.67

BA 224-225
223
% BDC
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GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 02/29/2016 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 02/29/2016 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDC US
Fund 2003 - LOCAL STREETS						
Expenditures						
2003-4074-719.0000	FRINGE BENEFITS	14,000.00	9,885.48	1,072.25	4,114.52	70.6%
2003-4074-757.0000	OPERATING SUPPLIES	2,000.00	0.00	0.00	2,000.00	0.0%
2003-4074-757.7100	MATERIAL-SIGNS	5,000.00	3,016.60	1,445.55	1,983.40	60.3%
2003-4074-943.0000	EQUIPMENT RENTAL	3,000.00	2,673.83	120.53	326.17	89.1%
Total Dept 4074-TRAFFIC SIGNS		33,400.00	22,056.40	3,391.79	11,343.60	66.0%
Dept 4078-WINTER MAINTENANCE						
2003-4078-705.0000	SUPERVISION SALARIES	5,400.00	1,996.21	899.40	3,403.79	36.9%
2003-4078-706.0000	SALARIES PERMANENT	32,000.00	17,010.57	4,316.90	14,989.43	53.1%
2003-4078-719.0000	FRINGE BENEFITS	45,000.00	24,829.03	8,949.01	20,170.97	55.1%
2003-4078-757.0000	MATERIAL-SALT	25,000.00	37,207.25	13,511.75	(12,207.25)	148.8%
2003-4078-818.0000	CONTRACTUAL SERVICES	500.00	0.00	0.00	500.00	0.0%
2003-4078-943.0000	EQUIPMENT RENTAL	10,000.00	31,573.97	11,912.31	38,426.03	45.1%
Total Dept 4078-WINTER MAINTENANCE		177,900.00	112,617.03	39,589.37	65,282.97	63.3%
Dept 4081-ROADSIDE CLEANUP						
2003-4081-705.0000	SUPERVISION SALARIES	2,600.00	430.31	0.00	2,169.69	16.5%
2003-4081-706.0000	SALARIES PERMANENT	4,100.00	1,576.67	625.63	2,523.33	38.4%
2003-4081-719.0000	FRINGE BENEFITS	3,200.00	2,981.03	0.00	218.97	93.1%
2003-4081-943.0000	EQUIPMENT RENTAL	2,800.00	1,265.27	0.00	1,534.73	45.1%
Total Dept 4081-ROADSIDE CLEANUP		12,700.00	6,253.28	625.63	6,446.72	49.2%
Dept 4082-ADMINISTRATION						
2003-4082-703.0000	ADMINISTRATION SALARIES	11,100.00	2,460.60	0.00	8,639.40	22.1%
2003-4082-706.0000	SALARIES PERMANENT	18,700.00	15,323.90	0.00	3,376.10	81.9%
2003-4082-719.0000	FRINGE BENEFITS	20,000.00	0.00	0.00	20,000.00	0.0%
2003-4082-728.0000	INFORMATION TECH ALLOCATION	2,500.00	2,500.00	0.00	0.00	100.0%
2003-4082-757.0000	SUPPLIES	10,000.00	4,696.55	257.06	5,303.45	46.9%
2003-4082-808.0000	AUDIT	1,300.00	1,300.00	285.00	0.00	100.0%
2003-4082-818.0000	CONTRACTUAL SERVICE	11,186.21	219.98	219.98	10,966.23	1.9%
2003-4082-826.0000	LEGAL	200.00	0.00	0.00	200.00	0.0%
2003-4082-828.0000	MEMBERSHIP & DUES	500.00	476.00	0.00	24.00	95.2%
2003-4082-864.0000	TRAINING	1,000.00	633.00	491.50	367.00	63.3%
2003-4082-943.0000	EQUIPMENT RENTAL	513.79	19.13	0.00	494.66	3.7%
Total Dept 4082-ADMINISTRATION		77,000.00	27,629.16	1,253.54	49,370.84	35.8%
Dept 4090-CONTINGENCY						
2003-4090-957.0020	SPECIAL ASSESSMENTS CITY OWNED TRANSFER	160,000.00	151,018.46	0.00	8,981.54	94.3%
Total Dept 4090-CONTINGENCY		160,000.00	151,018.46	0.00	8,981.54	94.3%
TOTAL Expenditures		1,252,700.00	652,387.41	71,266.51	600,312.59	52.0%
Fund 2003 - LOCAL STREETS:						
TOTAL REVENUES		1,252,700.00	692,460.11	75,929.30	560,	



ADOPTED

AGENDA ITEM (ID # 2234)

DOC ID: 2234

Budget Amendment 226-227 Approve and authorize the following 2015-2016 budget amendment: Increase 6061-0000-650.0607 Material Sales Revenue - Traffic Signs by \$400 and Increase 6061-6061-749.7007 Traffic Signs Expenditure by \$400.

HISTORY:

03/16/16 **Finance Committee** **CARRIED**

03/21/16 **City Council** **TABLED**

Next: 04/04/16

ATTACHMENTS:

- 2234 (PDF)

RESULT: **CARRIED [6 TO 1]**
MOVER: Steven Hatfield, Councilman
SECONDER: Dennis O'Keefe, Councilman
AYES: Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
NAYS: Duane Haskins

03/14/2016 10:18 AM
User: millerg
DB: Burton

REVENUE AND EXPENDITURE REPORT FOR CITY OF BURTON
PERIOD ENDING 02/29/2016
% Fiscal Year Completed: 66.67

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BA 226-227
223'

GL NUMBER	DESCRIPTION	2015-16	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDI
		AMENDED	02/29/2016	MONTH 02/29/2016		BALANCE	
		BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)		NORMAL (ABNORMAL)	US
Fund 6061 - MOTOR POOL							
Revenues							
Dept 0000							
6061-0000-645.0000	SALE OF VEHICLES	500.00	0.00	0.00		500.00	0.0
6061-0000-650.0606	MATERIAL SALES - CULVERTS	5,000.00	4,034.43	0.00		965.57	80.6
6061-0000-650.0607	MATERIAL SALES - TRAFFIC SIGNS	3,000.00	3,075.81	1,018.26		(75.81)	102.5
6061-0000-650.0608	MATERIAL SALES - SALT	140,000.00	135,675.74	53,847.00		4,324.26	96.9
6061-0000-650.0609	MATERIAL SALES - GRAVEL	40,000.00	20,253.01	0.00		19,746.99	50.6
6061-0000-650.0610	SALE OF GAS	45,000.00	5,503.93	0.00		39,496.07	12.2
6061-0000-650.0670	SALE OF SCRAP	500.00	0.00	0.00		500.00	0.0
6061-0000-666.0000	INTEREST INCOME	1,200.00	0.00	0.00		1,200.00	0.0
6061-0000-669.0680	LOCAL ST EQUIPMENT RENTAL	238,000.00	81,638.76	14,790.74		156,361.24	34.3
6061-0000-669.0681	MAJOR ST EQUIPMENT RENTAL	332,000.00	186,349.20	29,593.39		145,650.80	56.1
6061-0000-669.0682	SEWER EQUIPMENT RENTAL	78,000.00	87,995.08	5,920.75		(9,995.08)	112.8
6061-0000-669.0683	WATER EQUIPMENT RENTAL	125,000.00	85,100.06	9,505.97		39,899.94	68.0
6061-0000-669.0684	GEN FUND EQUIPMENT RENTAL	39,200.00	38,850.49	1,392.15		349.51	99.1
6061-0000-669.0685	GEN FUND EQUIPMENT REPAIR	20,000.00	12,289.56	0.00		7,710.44	61.4
6061-0000-669.0686	POLICE EQUIPMENT RENTAL	6,000.00	5,971.42	1,217.29		28.58	99.5
6061-0000-669.0689	BUILDING EQUIPMENT RENTAL	10,000.00	10,188.57	912.12		(188.57)	101.8
6061-0000-669.0690	SENIOR CITIZEN EQUIPMENT RENTAL	10,000.00	12,916.66	1,145.08		(2,916.66)	129.1
6061-0000-669.0691	TECH CHARGES FIRE EQUIPMENT	12,000.00	7,455.11	811.03		4,544.89	62.1
6061-0000-669.0693	DDA EQUIPMENT RENTAL	600.00	1,105.07	0.00		(505.07)	184.1
6061-0000-673.0000	SALE OF ASSETS	18,000.00	17,130.00	0.00		870.00	95.1
6061-0000-675.0000	REFUNDS & REBATES	9,000.00	0.00	0.00		9,000.00	0.0
6061-0000-678.0000	REIMBURSEMENT INCOME	3,700.00	2,407.70	0.00		1,292.30	65.0
6061-0000-699.0000	CONTINGENCY	10,100.00	0.00	0.00		10,100.00	0.0
Total Dept 0000		1,146,800.00	717,940.60	120,153.78		428,859.40	62.6
TOTAL Revenues		1,146,800.00	717,940.60	120,153.78		428,859.40	62.6
Expenditures							
Dept 6061-MOTOR POOL EXPENSES							
6061-6061-706.0000	SALARIES PERMANENT	95,000.00	67,559.26	7,744.12		27,440.74	71.1
6061-6061-706.7007	EQUIPMENT MAINTENANCE	3,640.20	2,360.18	39.81		1,280.02	64.8
6061-6061-719.0000	FRINGE BENEFITS	95,300.00	48,941.15	5,569.48		46,358.85	51.3
6061-6061-728.0000	INFORMATION TECH ALLOCATION	14,700.00	14,700.00	0.00		0.00	100.0
6061-6061-746.7006	CULVERTS	5,000.00	4,034.43	0.00		965.57	80.6
6061-6061-747.7009	GRAVEL	40,000.00	20,253.01	0.00		19,746.99	50.6
6061-6061-748.7008	SALT	140,000.00	135,675.74	53,847.00		4,324.26	96.9
6061-6061-749.7007	TRAFFIC SIGNS	3,000.00	3,075.81	1,018.26		(75.81)	102.5
6061-6061-757.0000	OPERATING SUPPLIES	50,000.00	35,202.38	7,809.86		14,797.62	70.4
6061-6061-776.0000	BLDG MAINT/SUPPL/JANITORIAL	35,000.00	30,578.65	2,533.44		4,421.35	87.3
6061-6061-808.0000	AUDIT	3,800.00	3,800.00	3,065.00		0.00	100.0
6061-6061-818.0000	CONTRACTUAL SERVICE	5,659.80	1,315.26	462.33		4,344.54	23.2
6061-6061-864.0000	TRAINING	1,200.00	565.68	0.00		634.32	47.1
6061-6061-867.0000	GAS & OIL	157,000.00	54,823.23	15,583.17		102,176.77	34.9
6061-6061-910.0000	VEHICLE INSURANCE	70,000.00	41,884.89	0.00		28,115.11	59.8
6061-6061-910.7020	BUILDING INSURANCE	3,000.00	2,521.19	0.00		478.81	84.0
6061-6061-920.0000	UTILITIES	30,000.00	16,655.41	3,847.87		13,344.59	55.5
6061-6061-934.0000	EQUIPMENT REPAIRS	165,000.00	118,581.32	16,031.15		46,418.68	71.8
6061-6061-958.0000	FREIGHT	2,000.00	636.43	85.65		1,363.57	31.8
6061-6061-968.0000	DEPRECIATION EXPENSE	140,000.00	0.00	0.00		140,000.00	0.0
6061-6061-978.0000	TOOLS & EQUIPMENT	10,000.00	6,827.55	668.60		3,172.45	68.28
6061-6061-979.0000	SMALL PARTS & TOOLS	1,000.00	8.29	0.00		991.71	0.83
6061-6061-983.0000	LEASE EXPENSE-BUILDING	15,500.00	1,114.85	0.00		14,385.15	92.8
6061-6061-983.1000	LEASE EXPENSE-EQUIPMENT	61,000.00	60,914.83	57,145.06			

Attachment: 2234 : Budget Amendment 226-227)