



CITY OF BURTON
BURTON CITY COUNCIL MEETING
AUGUST 2, 2021
MINUTES

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

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

A. INVOCATION LED BY: VAUGHN SMITH

B. THE PLEDGE OF ALLEGIANCE IS LED BY: VAUGHN SMITH

C. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Councilman	Present	
Steven Heffner	President	Present	
Danny Wells	Councilman	Excused	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Vice President	Present	
Deborah K Walton	Councilwoman	Excused	
Christina Conley	Councilwoman	Present	

D. APPROVAL OF AGENDA

1. Motion to approve the agenda as proposed.

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

E. STAFF PRESENT

Duane Haskins, Mayor
Racheal Boggs, City Clerk
Charles Abbey, DPW Director/HR
Brian Ross, Police Chief
Kirk Wilkinson, Fire Chief
Amber Abbey, Deputy DPW Director
Jodi Holbrook, Controller

F. APPROVAL OF MINUTES

1. City Council - Public Hearing - Jul 19, 2021 6:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley
EXCUSED:	Wells, Walton

2. City Council - Regular Meeting - Jul 19, 2021 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley
EXCUSED:	Wells, Walton

G. ADMINISTRATIVE REPORTS

Mayor Haskins stated City Hall was flooded by the heavy rain. The insurance adjuster is going through everything to find out what is salvageable and what is not. We will know more once that has taken place. Item #2 on your agenda is the preliminary engineering for phase 2 of the sanitary sewer system. Brian Simons is here from Stantec if you have any questions.

H. COMMITTEE REPORTS

Mr. Smith stated last Monday, I had a meeting with the Mayor, Controller and Mr. Abbey regarding the audit. This is for our CAFR and we do it every year. I didn't see anything out of the ordinary from what I heard from Plante Moran. You will be getting dates from the administration shortly.

Mr. Heffner gave kudos to Mrs. Conley for pulling weeds and fixing up the flower beds at Kelly Lake.

I. AUDIENCE PARTICIPATION

Kathy Hall of Forest Avenue stated she is here tonight to clear up the rumor that Mrs. Walton sent her in at the last meeting to speak. That is not true. I do not need anyone to talk for me. If you have questions of me you can simply ask me. People are watching all of us. We are all under the mirror. The council works for the residents, like me. Mr. Martinbianco, your words last week were touching. I appreciate you all.

J. COUNCIL DISCUSSION

Mr. Smith stated Burton Project Heats On is scheduled for Saturday, October 16, 2021. Applications will be updated and sent out soon. The application will be posted in The Burton View. You must be a Burton resident and own your own home. I will keep you updated as this progresses.

Mrs. Conley reminded everyone of the Neighborhood Watch meeting on August 9th. Mrs. Hall, we do work for the residents and I know that. I would like an update on the house on Forest Avenue at the corner of Court Street. I have reported it a couple of times and would like to know if it was taken care of.

Mr. Fenner asked for an update on the Medstar agreement and having a representative here to discuss it.

Mayor Haskins stated there is nothing going on with this until September 14th. If the 911 Consortium Board does not approve it, it will not happen. After that decision is made, we will move forward.

Mr. Fenner clarified, there is no service agreement at this time?

Mayor Haskins said, no.

Mr. Martinbianco asked the City Attorney for her opinion regarding the agreement/contract.

Attorney Doyle stated we are relying on a third party intervention so there is no binding contract or agreement until the decision is made. With regard to the Mayor's ability to enter into an agreement of this nature, the agreement I was provided was for one year and renewable after the year. I am concerned that any contract of this nature may violate the 911 policy or Michigan statutes. I won't know enough about this until 911 decides how they are going to go about it on September 14th.

Mayor Haskins stated Mr. Fenner was appointed to the 911 Consortium, he is well aware of it and will be there to represent the council.

Mr. Fenner stated the meeting is open to the public so, anyone can attend. I will be there. If the meeting will be live streamed, I will let everyone know.

Mr. Martinbianco expressed concerns about the water quality at Kelly Lake.

Mayor Haskins stated we have not been notified of any issues at Kelly Lake this year.

Mr. Smith stated he spoke with the administration regarding item #3, the Country Gardens plat. Could you please provide the council the information you gave me?

Mrs. Abbey stated this is not a purchase. We are proposing it to be vacated. Therefore, the only person who would have rights to absorb the property would be 3273 Connecticut. This is from the Land Division Act. It says anyone within that subdivision who adjoins the property can absorb it and the only one that does is 3273 Connecticut.

Mr. Smith asked for the City Attorney's opinion regarding this.

Attorney Doyle stated after our last meeting, I spoke with Mrs. Abbey at length. We were able to review the city ordinance as well as the statute. The first step in vacating is a Public Hearing then a resolution by council to deem that is unnecessary for us to own and maintain the property and that it is in the best interest of the city to vacate it. The next step is for the petitioner to file a judgment in circuit court and for a judge to determine that the property can be vacated.

Discussion continued regarding the process for vacating a property.

Mrs. Conley stated I would like you to show me where it says in the Land Division Act that the adjacent property owner gets it. To me, the other person's property still butts up to it and I don't want to do anything I shouldn't do because of that.

Attorney Doyle stated it starts in section 560.222. The council doesn't get to decide who gets the property.

Mrs. Conley stated I don't want to make the wrong move because to me, two properties are butting up to it. I don't want to get in trouble or be taken to court. My next question is the other parcel that goes from Coin to Connecticut, does it belong to the city or was it given to the other people?

Mrs. Abbey stated if you look at the map I provided in your back up material, it shows that property was vacated in 1990.

K. COUNCIL ACTION

1. Approve and authorize the payment of Attorney Billing (Doyle) 7/14/21 to 7/27/21 in the amount of \$5,890.00.

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

2. Approve and authorize the Mayor and Clerk to enter into an agreement with Stantec Consulting Michigan Inc., 3754 Ranchero Drive, Ann Arbor, MI 48108-2771 to complete the preliminary engineering, design and plan preparation phases of the 2021 State Revolving Fund for improvements Phase 2 to the City of Burton's Sanitary Sewer System at a cost not to exceed \$196,500.

Mr. Martinbianco stated for the record, I voted against Phase 1 of this project and I will be voting against it again tonight however, I would like an update on Phase 1?

Mr. Abbey stated we are well underway. The open cuts have been completed. A lot of the fieldwork has been done and we are in the lining stage.

Mr. Martinbianco asked for more specific information.

Mr. Abbey stated we are lining the pipe than needs to be lined. We fixed the ones that were open digs that had to be replaced or repaired because they were too far gone. There are other sections that qualify for the CIPP liner which is a pipe within the host pipe.

Mr. Martinbianco stated I cannot believe that you are coming to us to ask for legitimacy of phase 2 when we haven't even received a report on where we are on phase 1. I don't agree with this entire concept.

Mr. Abbey stated these are time sensitive and there is a schedule that we talked about early on. The phases overlap because of the timeline. That is why they are here today; we have to stay on schedule to qualify for the funding through the state revolving fund.

Mr. Martinbianco asked what reimbursements we have received from the state revolving fund and what are we getting from the new enactment from the federal government?

Mr. Abbey stated those are two different questions all together. The federal government infrastructure bill has not been completed. It is not available now, that is for down the road. I asked Brian Simons from Stantec to come and speak to explain to you the reasons for going this route. This will always give us other options with our own money in later phases. If we don't stay on this track, we will lose this funding and not be able to get into phases 3, 4 and 5 and we will have to fund it out of pocket 100%. We are borrowing money and it is cheap. We may qualify for loan forgiveness for part of this.

Brian Simons from Stantec stated the schedule is dictated by EGLE, the funding source, is located in the back of your agenda packet. It is quite a tight schedule and it does overlap. This portion of the project (phase 2) is about the same number of manholes and costs about the same as phase 1. We divided the five phases pretty equally. Mr. Abbey is correct, if you step out of line now, you may lose eligibility for some of the programs including principle forgiveness or losing your spot for future phases. Down the road, if you want to apply for other revolving fund programs, you may be looked at unfavorably by EGLE because you took someone else's spot and didn't continue the program.

Mr. Heffner asked, what is the total cost of the project for phase 2?

Spencer Cain from Stantec stated the initial estimates were somewhere around \$3 million.

Mr. Abbey stated all the phases are about \$3 million because we tried to balance them out pretty evenly over the course of the five years.

Mr. Heffner stated I think when we initially started talking about this, we figured we could get through two or three phases before it would start costing residents out of their pocket. There is a bi-partisan infrastructure bill that should be getting to the presidents desk in about a week or two. We also have our CARES money. I hate to see us miss out on federal money.

Mr. Abbey stated those funds are to be allocated in 2024 with an expenditure in 2025. If you remember, we talked about this. You asked for a review at the end to make sure this accomplished what we set out to do. These are the busted sewers in our system today. They are the worst of the worst, rated four and five on the scale. That is all we are doing. It would be a \$40 million endeavor if we fixed all our sewers throughout the system. We are not doing that. We are doing the ones that have outlived their usefulness according to the engineers. It would be foolish of us not to stay the course.

Mr. Heffner stated I can't let myself vote in a way that will get us in the same predicament with the water when the residents were bleeding money out of their wallets to pay their water bills.

Mayor Haskins stated never in any of these phases when we discussed this did we talk about raising the residents rates. We are flush in the sewer fund. We are making more money in interest that will pay the bond payment because the interest is so low. The administration has never discussed raising rates, ever.

Mr. Heffner stated we had a 1:00 meeting back then and Mr. Abbey stated he was pretty sure there would be no rate increases in the first three phases but he couldn't promise there wouldn't be increases in the last phases.

Mayor Haskins stated he wasn't going to guarantee that rates would never have to go up. We have never discussed that fixing this infrastructure would cause rates to go up. We watch this diligently. Things that haven't been done in the past are being done today.

Mr. Abbey stated keep in mind, this is different than the water improvements because the water fund was not flush. It has never been flush. We are continually working to build reserves up. Sewer is different. We are taking in enough money to support the sewer system. That is different. We also have a healthy fund balance in the sewer if we ever need to go there to pay this off. Either way, it makes sense to borrow the money at 2% but, that's your call.

Mr. Heffner stated we don't want to put the residents behind the eight ball like we did with the water. It's not fair to them.

Mr. Abbey stated anytime you have a system, it has to be maintained. This system is 60 years or older in all cases. It has outlived its usefulness. It is falling apart. We don't want to end up in a situation like some of our neighbors did where the infrastructure was a major problem in the city. We are trying to make the improvements a little at a time so it doesn't impact them drastically. To say there will never be any increases would be foolish. You can't guarantee that nor can I. All I can say is we have made cuts and you know that. We have managed this budget as tight as we can in the last two years and we have turned the numbers around into the black across the board. You just have to monitor it year by year.

Mr. Heffner stated once we commit to this, there is no going back. When we spent the \$25,000,000 on water, there was no going back. We are on the hook for that money.

Mr. Abbey stated I don't think we have been very clear, we don't have a lot of options. You are going to fix this infrastructure, it's about how you are going to fix it. DEQ and EGLE are going to demand that you fix these things.

Mr. Fenner stated in my recollection, we were talking about the interest on the money to make these bond payments. As far as raising the rates, if the county raises our rates, what can we do? Are we supposed to absorb that continually until we get in the same situation as we did with water? The other part of this is none of the money we are talking about is here, nor do we have a date when it will be here. This is phase 2. I don't expect any of this money to come in before phase 2 begins. Let's consider phase 2 tonight. If the money comes in, we can cancel future phases of the project. We are getting money at a great rate and the interest we are getting on our sewer fund pays the payment. We should keep our money in the bank and if the federal money comes in, we can take a look at it. There is no reason to bail on the program we began until we see the extra money come in. EGLE is going to make us fix it either way. I can't spend the money until it is here. This plan makes sense.

Mayor Haskins stated we need to remember this is for the preliminary engineering. It is not for bond approval for the project or anything else. This enables us to stay on track and in line with EGLE and state guidelines.

Mr. Smith stated water and sewer are two different things. Shovels won't hit the ground for phase 2 until next year. This is basically a timeline for the project. It is just for the engineering. Without the engineering in place, if the money does come in, we will lose the whole summer again. I don't want to see that. This takes time. We have been able to enjoy a low interest environment. It is predicted to go up again. Phase 1 bonds were 2.12% if I remember correctly. Financially, it is smart to use other money instead of using our own. This is to plan ahead. Passing this tonight keeps our place in line. It will be next summer and the plans are in place to do it. By then, we will have a better understanding of the stimulus money. As a financial manager for the city, I see this as a smart move. I would like to see us get the planning done for this phase. It is smart to leverage our money.

Mr. Heffner stated this is giving our blessing on phase 2.

Mr. Martinbianco asked, what makes you think that if we don't do this tonight it will be a problem with EGLE? You are trying to stress that will be the case.

Mr. Smith stated, I did not say that. What I said was eventually, we will have to do this. This is a good planning move. If we don't do it now, we will not have time.

Mr. Martinbianco stated they are telling us we have to do this now to save our place in line and I don't think that is true.

Discussion continued regarding infrastructure improvements, phase 2 timeline, interest rates, stimulus money and bidding process.

Mr. Abbey stated in your back up material, there is a timeline and part of that is council having to approve a resolution to award the contract in March of 2022. We are getting caught up in the schedules. The schedule is so we meet the deadlines, so we don't get out of line and we don't lose a year or two with construction or worse, we lose favor and don't get approved for future phases. Then, we are going to fund this out of our fund balances and deplete it like the water fund. You'll be chasing a black budget every year. Financially, you are wrong because our money is still there and you can pay them off anytime.

Mr. Heffner stated we just don't want you to come to us in two years and ask for a rate increase to our residents because the sewer fund is in trouble.

Mr. Abbey stated if you deplete that fund balance, you will be doing that much earlier. It's interest income and the savings and cuts that we have made in those departments are helping to pay this when it is time. We are building that fund balance now for that rainy day.

Mr. Heffner stated it was the situation with the water that opened my eyes as to how things are presented to the council. The water was presented one way and it ended up being something different.

Mr. Abbey said, not by this administration.

Mr. Heffner said, of course not. You weren't working here at the time and Mayor Haskins was on council. We were presented a set of circumstances and it didn't end up being the way it was presented. It cost our residents a ton of money. We did too much too fast.

Mayor Haskins stated on the back side of that, we had 80 year old infrastructure. We didn't have plans (phases) like this in place at that time to take care of serious problems like what we are trying to address now. In 2012, we had to do it all at once.

Mr. Abbey stated we should have been setting money aside all along. There has to be a set schedule to set aside money for the depreciation so when the time comes, you can do it. You can blame anybody from the past but the point is, the infrastructure has outlived its usefulness and it is collapsing in the ground.

Mr. Heffner stated we have 80 years worth of use that we want to fix in five years.

Discussion ensued regarding project phases and rating system.

RESULT:	CARRIED [4 TO 1]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Gregory Fenner, Vice President
AYES:	Martinbianco, Heffner, Smith, Fenner
NAYS:	Conley
EXCUSED:	Wells, Walton

3. Motion to Call the Question on agenda item # 2.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Gregory Fenner, Vice President
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley
EXCUSED:	Wells, Walton

4. Approve and Authorize the resolution that the City of Burton deems all that part of Rose Avenue lying within the recorded plat of Country Gardens adjoining lot 17 on the North unnecessary for public use and approves vacating.

Mr. Martinbianco asked, has this lot ever been offered for sale?

Mrs. Abbey said, it is not a lot. It is an unapproved public right of way.

Mr. Martinbianco asked, have we ever offered it for sale?

Mrs. Abbey said, you can't sell it. It is not the sale of a lot. You cannot sell an unapproved right of way.

Mr. Martinbianco asked what the frontage is along Connecticut.

Mrs. Abbey said, 40 feet.

Mr. Martinbinaco stated there is no build-able lot there anyway.

Mrs. Abbey stated you cannot build in a public right of way.

RESULT:	CARRIED [4 TO 1]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Smith, Fenner
NAYS:	Conley
EXCUSED:	Wells, Walton

5. Motion to remove McLaren from Columbine to Fern from the Center Road Preservation Project.

Mr. Martinbianco asked the City Attorney, how do we bifurcate that to remove the section of McLaren from Columbine to Fern? How will we split the money up? The one thing that bothers me about this is, we talked in budget meetings about local streets and all of a sudden this shows up in conjunction with a major street. How did that happen? To me, this makes no sense.

Attorney Doyle recommended making a new motion.

Mr. Abbey stated we have engineers for a reason and they look at the roads to decide the type of fix each road needs. Not every road is the same. This road has curb and gutter. Most curb and gutter roads are not ideal for chip seal. We used the preservation money and we got unit pricing because they are already here to do other projects. It is better pricing. We are trying to stretch our dollars as far as we can to get the biggest bang for our buck. It is part of a mill and fill and they are already here with the milling machine. If they had to come back to do that road by itself, you will pay three times that amount.

Mr. Martinbianco said, that is absolutely not true. Part of the motivation in prices is because of the mobilization of equipment. Don't tell me they are going to take road stuff and road equipment all the way over from Center Road to McLaren to do that. That's not happening. It doesn't make sense. Why pick McLaren? I could take you to Lapeer Heights or Lapeer Manor and show you other roads that have the same issue. I have my own thoughts on why they picked McLaren. Madam Attorney, do we have to go back and rebid it?

Attorney Doyle stated I don't know what the original bidding documents said. I will have to look at them.

Mr. Abbey said, it was a unit price. So we are clear, are you saying you want to do nothing with that road? It is the last one in that whole section. I don't know what you think went on here but we were doing roads in sections from A-Z starting at Maple Road. Are we going to skip some that need repairs?

Mr. Martinbianco said, this makes no sense to me to do a local street with a major street. During budget sessions we were going to establish a policy in our road preservation work on local streets. That is a council decision and not yours to make. It's not your call. That is our call. This does not belong in that project. I would like to make a motion to remove McLaren from the Center Road project.

Mr. Smith stated he is reading the contract and it will have to go back out for bid. I am also looking at the expiration date for the contract. We are already heading toward the end of the season. This is called bundling. We do it with the race series. You add on to the cost that is already being incurred. It increases the effectiveness and cuts the cost per unit. The residents will benefit from this because they won't pay those additional costs. The clock is ticking on our construction time. The more we can do by bundling, I am all for it.

Mr. Martinbianco stated it is disingenuous to select a particular street when there may be similar streets in dire straights. Why pick this one?

Mr. Smith stated I heard what you said about it being a council decision. I get that but we are losing time. It will take several weeks to rebid it and it will take longer. Who benefits from that? Not the residents. The older streets are getting older. Let's slap them on the hand and take care of this action.

Mr. Fenner stated this is part of the road preservation on the south end. If McLaren didn't have curbs and gutters, we would have already chip sealed this road. We are also getting a better price by bundling this. My guess is that with next years road preservation money, one of these subdivisions that Mr. Martinbianco has suggested could get done. Unfortunately because of the curbs and gutters, McLaren was left out of the south end project. We are trying to wrap up this end of town by bundling it. I don't want McLaren to get to the point where it is too far gone like Columbine and Barnes that need reconstruction.

Mr. Abbey stated we talked about this. We said we were going to try to stay in one area to get the biggest bang for our buck. If you remember, last year, we did some independent roads such as Blanch and Crestline because they could be saved. We target areas based on the engineers. I want to make this clear, that overlay is just a slight mill to get the crevices down and then an overlay. It is not a full reconstruct like you are thinking.

Mr. Heffner asked what the total cost is for McLaren.

Mr. Abbey stated it is on page 40 in your back up material. It is unit pricing but it is roughly \$30,000 for McLaren. I know you guys think \$700,000 is a lot of money. When we are building roads, it is nothing. We are getting seven, eight and ten roads done with this. You have done a great job at funding this the last couple of years. Don't let off the gas pedal now because we are doing things with our fund balances. I have to take the professional engineers and contractors advice of what will work. We use unit pricing to take care of as many streets as we can. We have always done it this way. If you want to go in a different direction, we need clear direction of what council wants to do.

Discussion ensued regarding the condition of McLaren, whether the contract will be void by removing McLaren, discussions regarding local roads during budget meetings and setting a meeting to discuss roads.

Mr. Smith stated this will buy us time. This is similar to what we did on Belsay Road in front of Bentley Florist and that was a great investment.

RESULT:	CARRIED [3 TO 2]
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Conley
NAYS:	Smith, Fenner
EXCUSED:	Wells, Walton

6. Approve and authorize the Mayor and City Clerk to execute a contract with ACE Saginaw Paving Co. 115 S. Averill Ave., Flint, MI 48506, for the 2021 Pavement Preservation contract which will include the Milling and Resurfacing of Center Road from Atherton to Maple for the Not-to-Exceed fee of \$770,242.00.

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

7. Approve and authorize the Mayor and City Clerk to execute a contract with RW Mercer P.O. Box 180 2322 Brooklyn Rd. Jackson, MI 49204, for the removal of underground fuel tanks at the DPW and the Police Department and the install of new aboveground fuel tanks, for the Not-to-Exceed fee of \$219,999.

Mr. Smith asked for a summary of the transactions for fuel tanks.

Mr. Abbey stated the sealed bids came back much higher than anticipated.

Mr. Smith asked if this has to come out of the police fund or can we use general fund.

Ms. Holbrook stated it can come out of general fund. This item is just for the contract. The last two items on the agenda are the budget amendments.

Mr. Smith expressed concerns about how this will impact the balance in the police fund.

Ms. Holbrook stated comparatively to expenditures, it is not great. It will not have a huge negative impact. The general fund will subsidize it.

RESULT: CARRIED [4 TO 0]
MOVER: Tom Martinbianco, Councilman
SECONDER: Christina Conley, Councilwoman
AYES: Heffner, Smith, Fenner, Conley
EXCUSED: Wells, Walton
AWAY: Martinbianco

8. Budget Amendment Approve and authorize the following 2021-2022 budget amendment: Increase 2007-2007-975.0002 Gasoline Storage Tank by \$85,000; Decrease Police Fund Balance by \$85,000.

RESULT: CARRIED [UNANIMOUS]
MOVER: Gregory Fenner, Vice President
SECONDER: Christina Conley, Councilwoman
AYES: Martinbianco, Heffner, Smith, Fenner, Conley
EXCUSED: Wells, Walton

9. Budget Amendment Approve and authorize the following 2021-2022 Capital Expenditure Amendment: Increase DPW Gasoline Storage Tank by \$71,000; Decrease General Fund Balance by \$71,000.

Mr. Heffner asked if this would be better served coming out of motorpool.

Ms. Holbrook stated in the budget discussions, it was decided it would come from general fund.

Mr. Heffner stated that doesn't answer my question. Shouldn't this come out of motorpool?

Ms. Holbrook stated motorpool typically rents and leases and serves that purpose. We are not really renting out fuel to people. A gasoline storage tank isn't really held or functioned by motorpool itself.

Mr. Heffner asked, is it held by DPW?

Ms. Holbrook said, that is correct.

Mr. Heffner asked, should it come out of DPW then?

Ms. Holbrook stated the police has its own tank. The other tank is used by all other city departments.

Mr. Heffner said, correct and that all goes back to motorpool.

Ms. Holbrook said, motorpool is eventually reimbursed for the cost of items. Unless we are going to inflate the price of fuel, it would not be able to be reimbursed for the price of a storage tank.

Mr. Smith asked if this is an interagency fund where departments are charged for what they use as a pass through.

Ms. Holbrook said, basically. It is set up in motorpool but it is not an enterprise fund. Enterprise funds make money to reimburse themselves for the cost of that asset. When we are charging rental fees by the hour for trucks, eventually they are reimbursed money for that. Departments are only charged the cost for fuel. Unless we are inflating the cost of fuel and charging our departments, in this situation it would not make sense for motorpool to expend the cost of a storage tank.

Discussion continued on the motorpool fund.

Mr. Smith asked for an update from the administration on the local road projects throughout the city.

Mr. Abbey stated in this years budget, you allocated money. We gave you the list of roads tonight and you approved it. We will fix those roads. On top of that, we have our TIP projects. In the next round in 2023, we will start another TIP program. For the local roads, we are waiting on council to set a meeting to discuss your priorities. We would like to do it as soon as possible.

Discussion continued regarding local road projects and setting a meeting to discuss roads.

City Council set a special meeting for Tuesday, August 10, 2021 at 6:30 PM for the purpose of discussion and possible action on local road projects.

Mayor Haskins stated that date doesn't work if you want someone from the DPW at the meeting.

Attorney Doyle stated she will be unavailable for the meeting.

Mrs. Conley asked when the police parking lot will be done.

Mr. Abbey stated we explained to you earlier this year that there is an issue with the underground tank and there is an insurance claim involved.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Gregory Fenner, Vice President
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley
EXCUSED:	Wells, Walton

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

Meeting was adjourned at 8:50 PM.



CITY OF BURTON
BURTON CITY COUNCIL MEETING
JULY 19, 2021
MINUTES

Council Chambers

Public Hearing

6:30 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 6:30 PM.

A. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Councilman	Present	
Steven Heffner	President	Present	
Danny Wells	Councilman	Present	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Vice President	Late	6:45 PM
Deborah K Walton	Councilwoman	Present	
Christina Conley	Councilwoman	Present	

B. PRESENTATION

Mrs. Abbey stated the property in question is just north of 3273 Connecticut. We received a petition by the applicant, Jonathan Shaski to vacate an unapproved right of way. I provided the council with a map. It is 40 feet north of his property. The city has no public use for it. The properties across the street were vacated in 1990 as you see on the map. We recommend approval.

C. OPEN PUBLIC HEARING

THIS IS THE TIME FIXED FOR HEARING AND CONSIDERING ANY COMMENTS TO THE VACATING UNDER CONSIDERATION, TO-WIT:

Vacating all that part of Rose Avenue lying within the recorded plat of Country Gardens adjoining lot 17 on the North.

Steven Hendrickson, 3237 Connecticut Street stated I own 36 acres east of Rose Avenue. This is access to my property. There are two pieces of property there that are 80 feet wide. If you eliminate one of them, that limits the future development of the property. If this property was to be developed at a future date, it would be a benefit to the city. You could put one house or a whole subdivision back there. I have access to my home but if I wanted to build something on the rest of my property, I will need access. There may be access to my property at the end of Long Street but it is unclear. The title company will not guarantee the description of the property as it is listed with the city because they are two different descriptions. It has not been surveyed. If the city feels the property is not worth keeping as a right of way, I have been helping maintain it until 2019 when Mr. Shaski got a riding lawn mower and began mowing it. I am the only one that has a benefit from the property besides the city for future development. There is a road going through the property and there is a reason the developers put it there. It was for future development on the property directly to the west of it. In 2017, I inquired about buying this property and was told it wasn't for sale and I could not buy it. Other land owners that bordered it

were told the same thing when they inquired about buying it. If it is a burden to the City of Burton, I will be happy to take the property and maintain it. Mr. Shaski has no reason for taking over the property. I am the dominant beneficiary of the property and think it should be maintained for the future of the City of Burton.

Jonathan Shaski, 3273 Connecticut Street stated I have been there since 2015 maintaining the property. I have two big dogs who love to run. The property adjoins directly to my property. I checked with the city and there is another access point to Mr. Hendrickson's property on Long Street. I have maintained it for six years and already feel it is a part of my own property.

D. CLOSE PUBLIC HEARING

E. AGENDA ITEMS

Mr. Smith asked the administration what the benefits and negatives are for the city regarding this property.

Mrs. Abbey stated we have quite a few unapproved right of ways throughout the city that were future roads that were never developed. Throughout the years, you have seen vacating petitions. According to our ordinance, when a vacating petition is given, it is done based on everyone in that plat who is adjoining the property. In this particular case, the northern portion of the property is the end of the plat therefore, the only person who has the right to the property when vacated is 3273 Connecticut which is Mr. Shaski's property. No other person can purchase this. It is not a parcel of land, it is an unapproved right of way that can be vacated by ordinance. It would be absorbed by Mr. Shaski and paid for through his land taxes.

Mr. Smith asked for the history of 3249 Connecticut which is the city owned property adjacent to this property.

Mrs. Abbey stated that is not part of this application. I gave it to you for a reference. It is a 40 foot wide parcel of land that we will probably have to keep because it has a portion of the road that we own with it. I can't tell you the history or how it came to be what it is. There would be no reason to give this property away or sell the parcel due to the road going through it.

Mr. Smith stated the benefit to the city would be that the property would be taken care of and we would have the additional property taxes, correct?

Mrs. Abbey said, that is correct.

Mrs. Walton asked if the land would become one parcel number if approved.

Mrs. Abbey stated yes, it would be combined.

Mr. Heffner asked if Mr. Hendrickson would still have a way to enter his property.

Mrs. Abbey said, yes. There is 60 feet of right of way at the dead end of Long Street that adjoins his property as well as the city's 40 feet that contains the portion of the road. He has two different options for access. He also has a parcel that adjoins it, so he has access there.

Mr. Heffner asked if Mr. Hendrickson can buy the other half of it.

Mrs. Abbey stated he is two houses away from it. We would be giving up our road if we sold him that parcel.

Mr. Abbey asked the City Attorney if it is possible to split the lot that we own next to the property.

Attorney Doyle stated without knowing more about it, I can't give you a definite answer. We would need some help from the Assessor. Mrs. Abbey and I can sit down and take a look at the history. As long as we retain the street, I am sure it could be possible.

Mr. Abbey asked, what if we sold a portion of it from the road access back to his parcel and he combined it with his existing 36 acres?

Attorney Doyle stated it may be something as simple as an easement through the city property.

Mrs. Abbey stated if we gave it to him as an easement, we would be fine but if not, we would have to offer it for sale and that would likely require a bid in this situation.

Discussion ensued regarding Long Street frontage and details of Mr. Hendrickson's property.

Mr. Martinbianco would like the City Attorney and Mrs. Abbey to get together and discuss this. This is not only a complex issue but a precedence setter. We need a recommendation. I would like to make a motion to table this issue.

Mr. Heffner stated this is a public hearing. You can't do that.

Mrs. Conley stated Mr. Hendrickson stated he approached the city to buy the property and nothing ever got done and tonight we want to give the property away. That doesn't make sense.

Mrs. Abbey stated this is not a parcel of land. You can't sell it. It is an unapproved right of way. You can only vacate it. By our ordinance, the only person who has a right to that property is the person within the subdivision and that is only 3273 Connecticut. If you did nothing, he still can't get the property legally by our ordinance. It is not a parcel of land.

Mr. Martinbianco stated that's not true of the parcel to the north.

Mrs. Abbey stated we are only here to talk about the vacating. The parcel to the north is not on this petition. The petition is to vacate 40 feet of unapproved right of way, that's it.

Mr. Fenner stated I have gone through the vacating process with one of my businesses so I do understand how it works. In my situation, half of the property went to the residential neighbor and half went to my business. The ordinance is pretty cut and dry. There is no other property adjoining this land. He is asking that it be vacated. The other two pieces of land were already vacated. They were not sold, they were vacated. I feel for Mr. Hendrickson that he is in this dilemma. We are not violating our ordinance but following our ordinance by vacating this. It would be setting a precedence by not vacating this property.

Mr. Heffner stated I think you missed the part about his 36 acres being land locked if he can't access it.

Mr. Fenner stated I thought the administration addressed that and he can access it.

Mr. Heffner stated there was an issue regarding his access on Long Street. That is why we think we need to talk about this a little more.

Mr. Fenner asked, who would answer this question for us?

Mrs. Abbey stated I have the plat right here and it shows he has it.

Mr. Fenner stated if that is not a definitive answer about his access off of Long Street, I don't know what would be.

Mr. Smith stated I like the idea of discussing the option for an easement. Can the administration come back to us to let us know how that works out?

Mrs. Abbey stated that is the property to the north that the city owns. We can try to work out a deal with him and the council would have to approve the easement anyway.

Mr. Wells stated these things are never easy. It seems like we never get the full story. We are in court right now for a sale of city property. I appreciate all the history of the property and I understand what Mr. Hendrickson is wanting to do with it. It makes sense. I don't want to get involved in a lawsuit that costs us 10 times more than what the property is worth by making a quick decision. Bring us the facts of what we can actually do. I would like to do a little more exploring and bring it back and we can make a final decision.

Mayor Haskins stated there is an action item on this agenda. Madam Attorney, does council have to act on it?

Attorney Doyle said, yes. They would either have to remove it at the beginning or table it.

Mr. Heffner stated I closed the Public Hearing. Madam Attorney, how does that work?

Attorney Doyle stated you can simply reopen it and take action on it. The item should probably be on the City Council agenda and not the Public Hearing agenda.

Mr. Heffner stated I didn't know we did action items at a Public Hearing.

Attorney Doyle stated the action should probably have been to refer or suggest approval. I wasn't under the impression that action would be taken until the City Council meeting.

Mr. Heffner stated I have never seen us take action at a Public Hearing. Maybe someone will want to add it to our agenda at the Council Meeting. We are still adjourned.

1. Approve and Authorize vacating all that part of Rose Avenue lying within the recorded plat of Country Gardens adjoining lot 17 on the North.

No action was taken for this agenda item.

Meeting was adjourned at 7:06 PM.



CITY OF BURTON
BURTON CITY COUNCIL MEETING
JULY 19, 2021
MINUTES

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

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

A. INVOCATION LED BY: TOM MARTINBIANCO

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

C. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Councilman	Present	
Steven Heffner	President	Present	
Danny Wells	Councilman	Present	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Vice President	Present	
Deborah K Walton	Councilwoman	Present	
Christina Conley	Councilwoman	Present	

D. APPROVAL OF AGENDA

1. Motion to approve the agenda as presented.

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

E. STAFF PRESENT

Duane Haskins, Mayor
 Racheal Boggs, City Clerk
 Charles Abbey, DPW Director/HR
 Brian Ross, Police Chief
 Kirk Wilkinson, Fire Chief

F. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Jul 8, 2021 7:00 PM

Minutes Acceptance: Minutes of Jul 19, 2021 7:00 PM (APPROVAL OF MINUTES)

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

G. ADMINISTRATIVE REPORTS

Mayor Haskins stated the Saginaw Street project is almost complete. We hope to have it wrapped up and totally opened with the next week or so. Two weeks after that, the Grand Traverse project should be starting. Next, Center Road will be underway. We do have a drain tube that needs repair that runs under all five lanes of Center Road. Once we get estimates on the repair, we will come before council for approval and a transfer. It could cost upwards of \$500,000 to replace it or fix it. We have had two Neighborhood Watch meetings so far and we are still hoping to have more people attend. Meetings are the second Monday of every month at 6:00PM. The next meeting is August 9th at the pavilion next to the Police Station unless the training room at the Police Department is finished before then. Eventually, we would like to move the location to each of the schools. The Government Finance Officers Association has awarded the Certificate of Achievement of Excellence in financial reporting to the City of Burton for its Comprehensive Annual Financial Report for fiscal year ending June 30, 2020. This is the highest form of recognition in the area of government accounting and finance reporting and it represents a significant accomplishment by government, its management and transparency. Great job to the Controlling staff for doing well on that. Our Fire Department has been picked out of 12 departments by the Michigan Department of Health and Human Services for a PFOMS study. It is a project to detect exposure to PFAS. We are one of 12 that are participating throughout the state. This will take place in August. We have a special presentation tonight for promotions within our Fire Department.

Fire Chief, Kirk Wilkinson presented the following:

Joshua Mather, promoted to Lieutenant on the day shift at Fire Station #2 with six years of service.

Gregory Pray, promoted to Lieutenant on the night shift at Station #2 with almost nine years of service.

James Lincoln, promoted to Battalion Chief at Station #1 with over 28 years of service.

1. July 2021 Investment Report

No Discussion.

H. COMMITTEE REPORTS

None.

I. AUDIENCE PARTICIPATION

Martha Ford of Brookwood Drive stated she is here again tonight regarding Flatrock. The traffic from the employees has slowed down a little bit but it is still crazy over there. Is there someone who oversees places like this? There should be cameras because there is constantly people coming and going and hanging out there. Has anyone spoke with the owner?

Terri Dolan of Brookwood Drive stated I live directly across the street from the property. I have lived here for 34 years. When this became an assisted living facility, it has been

nothing but noise. I would like to know more information about the business. The deliveries to the property are all day and all night. Ambulances and police being there is a daily occurrence. I have called 911 myself at least a dozen times because of the noise. There is trash all over in my yard. This used to be a quiet area.

Kathy Hall of Forest Avenue stated thank you to the Mayor and everyone here for passing the budget. I normally watch the meetings from home. Some of the council looks very uninterested and unprofessional on the video. I would like Burton to get back to some kind of respect and that doesn't mean bad mouthing and going against the Mayor every chance you get, Mr. Heffner. If you don't like where you're at or what you're doing, you should leave that chair. Look at your crowd. It is the same people every week and they are either on a committee or they have a problem. Please show the Mayor some respect, give him a chance.

1. Motion to go into closed session under the Open Meetings Act section 8c for the purpose of collective bargaining strategy.

Council went into closed session at 7:36 PM.

Council returned from closed session at 8:30 PM.

RESULT:	CARRIED [6 TO 1]
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Conley
NAYS:	Walton

J. COUNCIL DISCUSSION

Mrs. Conley stated there is a new business coming into the Park Plaza Center where the old Pier One was located. It is called Spy Maker Escape Room and they will have axe throwing. Collette's on Davison Road will be holding an art festival on their property from July 31st to August 1st. I attended the first Burton Neighborhood Watch meeting. I would like to encourage my colleagues to come to the next one on August 9th at 6:00 PM. I would like to discuss scheduling a meeting to discuss our roads.

Mr. Wells stated we have to do something to help the people that are here about the group home.

Mayor Haskins stated I will defer to our City Attorney. They are mandated by the state. Residents need to call the police if there is speeding or other issues.

Mr. Wells stated they need to be ticketed. I have a resident on Brookwood Drive west of Belsay stating there is a white Chrysler 300 that races up and down the road every night and early into the morning. He called the police and asked me what they are doing about it. I don't know. Some of our best neighborhoods are being terrorized by people who probably don't even live in Burton.

Mayor Haskins stated our rental properties are probably one of the biggest problems we have in Burton. Is there a law to regulate them? I spoke with the City Attorney about creating an ordinance where we can fine the landlords when police are called to their property. She said we can't do that. I have thrown ideas out there to find ways to make landlords more responsible for their properties. There is a bad house on Schumacher that we receive numerous complaints about. We send Code Enforcement out there over and over again. How do we control it? If there is no law that allows us to hold landowners

accountable, I don't know what else we can do. With group homes, it is state legislation. They passed a law that they can have up to six individuals living there without any type of license. That is the issue with Flatrock. We have been dealing with the same issue for six months on Surrey Lane.

Mr. Wells stated these are the same people on Brookwood that have been dealing with the guy around the corner on Belsay Road. They have given up. They have been dealing with this for almost three years. Their kids won't bring their grand kids over there because of that guy. That's ridiculous.

Mayor Haskins stated our Police Department has done everything in their power with Mr. Hyde. He was sentenced to jail and everything.

Mr. Wells stated this can't continue to go on. Something bad is going to happen over there. These are all long term, good Burton people having to put up with this. I never thought we would have to put up with some of the stuff that goes on in this town. It's a sad situation. My hat is off to Chief Ross. He is doing everything he can. The Neighborhood Watch should help. Maybe you can advise them of the steps to take care of things like this. I have heard some of the Census numbers are in. According to what I saw, we are down about 400 people.

Mayor Haskins stated I keep track of this and the last I was told is the numbers would be available in September. I don't know what numbers you are looking at but that's what they have told me. I know the state is waiting for the numbers because that is what they will use for redistricting.

Mr. Smith stated I believe the state numbers are up based on the information I have. They do projections but they are just estimates.

Discussion continued regarding the 2020 Census numbers.

Mrs. Conley stated I thought we were supposed to have a representative here from Medstar to ask questions. I thought we discussed this at our last meeting.

Mayor Haskins stated Medstar was unavailable for this meeting. We are still working on it.

Mrs. Conley stated if I had known there was a press release at the Fire Department, I would have like to have been there. I think the council should be invited to everything so if we are asked questions by residents, we have the answers.

Mr. Heffner stated I have a different issue with this. Madam Attorney, what separates a contract and a service agreement?

Attorney Doyle stated I can't answer that off the top of my head. It would depend because sometimes those terms are interchangeable. It depends on the terms of it. From what I understood after speaking to the Fire Chief, it didn't sound like something that was incredibly binding and that would be the distinction.

Mr. Heffner stated there is an opt-out clause in it and we are giving exclusivity to one company over everyone else.

Attorney Doyle stated I would like to know if there is a penalty or repercussion. Those things would determine if it is an enforceable contract.

Mr. Heffner stated I believe it would have passed if it had come to the council. I see that

Davison Township, Davison City and Richfield Township just signed a contract with Medstar. What separates us from a contract to a service agreement? A lot of service agreements such as with Plante Moran for our audit, they come in and do the audit and they're done. This is a five-year agreement. To me, this is a contract and I feel it should come to the council for approval. The charter is very clear on contracts. Our forefathers made it so seven people approve contracts, not one. There is a reason for that.

Mr. Wells stated an agreement is a contract. They are one in the same. At some point, it will have to come before us for a vote.

Attorney Doyle stated there are certain terms that according to law, define a contract. It is an offer of goods or services and the acceptance and terms of those. Also, what the obligations are and who is gaining what. Is it equal or something I am bargaining for? There are a lot of terms to be met to make it a contract, but I cannot speak to this specifically because I have not seen the agreement or contract.

Mr. Wells stated we are talking about an agreement regarding the public safety of the residents of the City of Burton. It has to be ratified by the City Council. I have talked to Davison, Grand Blanc and Flint Township and in these cases, the company comes to City Council and they sign up for it by taking a vote on it.

Mr. Martinbianco asked, do any of these municipalities have boiler plate language used in the contract that you are aware of?

Mr. Wells stated I don't go into a whole lot of detail. I just asked what they thought. If something happens, this will come back on us not the Fire Chief.

Mr. Martinbianco stated the three components of a contract are offer, acceptance and consideration. I don't know what the consideration in this case is except for they are willing to offer services exclusively to Burton. I didn't get the impression that anyone else would be blocked out but I did get the impression that there were virtually no other ambulance services to service us at this point in time. I think it would behoove us, before we endorse anything to have the City Attorney research this to determine if it is of a contractual nature and if it is, bring it back to the council. As the President stated, we will probably all be in concert with what they have to offer.

Mr. Heffner stated I am not trying to bully anybody here but, contracts are our responsibility.

Mr. Smith stated what I understand of contractual law, there has to be an exchange of something of value.

Mr. Heffner stated let me stop you right there. The value is the right to do the service here. That is a value to that company.

Mr. Smith stated I believe the Mayor has a right to sign contracts up to \$10,000.

Mr. Heffner stated he has a right to spend money up to \$10,000 but not contracts. It is in section 11.1 of the City Charter.

Mr. Smith stated I can only go by what I learned in business law. There has to be some type of enumeration and it was always financial. I think this is a service agreement and that the other contingency was the eight minutes. I do think it would be a good idea for the City Attorney to look at it.

Attorney Doyle stated it doesn't necessarily have to be financial. There is a mutuality of obligation. I will do this for you if you do this for me. That would work as well. If it is not an exclusivity agreement then I don't know if there would be a contract because the benefit is not necessarily there. There is no consideration. Yes, you can have the exclusive right to use this but other ambulances can still come in. I don't know what is said so I am just speculating.

Mr. Fenner stated I am not here to argue whether this is a contract or an agreement. What I do want to specify is this is an exclusivity. When 911 gets a call for an ambulance for the city, they are just going to call Medstar. Our consideration is they guarantee eight minutes or less to any spot in Burton. Whether that is a contract or an agreement, I don't know. I don't know how this is different than cable in our city for example. Comcast/Xfinity kind of has exclusivity to cable in our city. How did that happen years ago? Was there an agreement made or a contract where someone paid someone to do this? I don't know the circumstances but there is no other cable service available in the City of Burton. Is this the same sort of thing?

Mr. Heffner stated this is the exact same thing. The difference is in the past, the council has allowed the administration to do the Comcast and phone contracts.

Mr. Fenner stated I am not arguing whether or not council should vote this on. Like Mrs. Conley, I was hoping to see the Medstar representative come in and explain everything to me.

Mr. Heffner stated when each of us were sworn in; we swore an oath to uphold the City Charter. That is what we are trying to do tonight.

Further discussion ensued regarding Medstar, a contracts versus an agreement and other municipality's decisions regarding ambulance services.

Mrs. Walton asked, Chief Wilkinson, are you allowed to make the decision to enter into a service contract up to \$10,000 on your own?

Chief Wilkinson deferred to Mayor Haskins.

Mayor Haskins said, yes. Up to \$10,000 is the way it has always been set up. The conflict here is because you are calling it a contract instead of a service agreement. I would have never thought in a million years that being able to guarantee our residents ambulance coverage could turn into this controversy. If it is a power play, so be it I guess. This was a good thing for our city. There was an ambulance shortage, our residents weren't even getting ambulances at times and the average response time was 9-13 minutes. Now, we are guaranteed eight minutes. I never thought this would be an issue. Had I thought it would be an issue, I would have come here and begged for your mercy first. I thought this was a great thing for the city. I will make it very clear that this was not a contract. It was a service agreement that we can terminate within 30 days if we don't like it or they are not holding up their end of the bargain. There is no cost to our city government, period. No monetary value whatsoever. It is just guaranteeing our resident that they will be able to have an ambulance so they can get their loved one to the hospital in time. I never thought this would be an issue. I apologize for creating the issue. I thought this would be a great thing.

Mrs. Conley stated I don't want this to be an issue either. I never knew there was an ambulance shortage until our last meeting. I would like to be informed so I can go and learn more about it. I am extremely happy this is happening for our residents.

Mayor Haskins stated the shortage has been all over the news for six months. That is how I learned about it. They have done special coverages on it and interviews with the ambulance companies. They have never allowed these types of agreements before until the head of the Medical Control Board brought it up at a 911 meeting that because of the shortage, this was the best way to protect your residents. That is why we did it. I didn't want to wait another 1-2 weeks if it could save a life. That is why it happened this way. There was nothing underhanded or sneaky, I just thought it was a great thing for our residents.

Mr. Heffner stated I think it's a great thing also as long as it comes before us to approve the contract.

Mayor Haskins stated it is not a contract and I will say it over and over again. I know that is your play on words, Mr. Heffner, but it is not a contract. There is a difference.

Mr. Fenner stated I would like to add an agenda item to approve and authorize the acceptance of the SEIU collective bargaining agreement effective July 1, 2021 - June 30, 2025. Please correct my dates if I am wrong on those.

Mr. Abbey stated that is correct.

Mayor Haskins suggested removing the dates and state "the contract ratified by SEIU to date". Spelling out the dates as far as voting on it, isn't going to matter but if you put a specific end date on it then it could be a bad vote.

Mr. Fenner stated I was mirroring the AFSCME contract that is on the agenda tonight, using the same dates so they will be lined up.

Mr. Martinbianco stated it is through 2024.

Mr. Fenner restated the motion and asked, through 2024?

Mr. Martinbianco said, that is correct.

Mr. Heffner asked the administration to send the council and City Attorney a copy of the Medstar service agreement.

1. Motion to add item to the agenda: Approve and Authorize the acceptance of the SEIU Collective Bargaining Agreement effective July 1, 2021- June 30, 2024.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Tom Martinbianco, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

K. COUNCIL ACTION

1. Approve and authorize the payment of Attorney Billing (Doyle) 7/1/21 to 7/13/21 in the amount of \$4,758.00.

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

2. Approve and authorize the payment of Attorney Billing (Masud) 6/1/2021 to 6/30/2021 in the amount of \$9,272.00.

RESULT: CARRIED [UNANIMOUS]
MOVER: Christina Conley, Councilwoman
SECONDER: Gregory Fenner, Vice President
AYES: Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

3. Approve and authorize the acceptance of the AFSCME Collective Bargaining Agreement effective July 1, 2021 through June 30, 2025.

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

4. Approve and Authorize the acceptance of the SEIU Collective Bargaining Agreement effective July 1, 2021- June 30, 2024.

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

L. SECOND READING OF ORDINANCE

1. Approve and authorize the second reading of amended Chapter 157, the zoning ordinance, of the code of ordinances of the City of Burton to regulate incinerators, trash containers and collection/donation containers.

RESULT: CARRIED [UNANIMOUS]
MOVER: Gregory Fenner, Vice President
SECONDER: Christina Conley, Councilwoman
AYES: Martinbianco, Heffner, Wells, Smith, Fenner, Walton, Conley

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

Meeting was adjourned at 9:15 PM.



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

Meeting: 08/02/21 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Racheal Boggs
Department Head: Racheal Boggs

K.1

ADOPTED

AGENDA ITEM (ID # 5163)

DOC ID: 5163

Approve and authorize the payment of Attorney Billing (Doyle) 7/14/21 to 7/27/21 in the amount of \$5,890.00.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley
EXCUSED:	Danny Wells, Deborah K Walton



ADOPTED

AGENDA ITEM (ID # 5159)

DOC ID: 5159

Approve and authorize the Mayor and Clerk to enter into an agreement with Stantec Consulting Michigan Inc., 3754 Ranchero Drive, Ann Arbor, MI 48108-2771 to complete the preliminary engineering, design and plan preparation phases of the 2021 State Revolving Fund for improvements Phase 2 to the City of Burton's Sanitary Sewer System at a cost not to exceed \$196,500.

COMMENTS - Current Meeting:

Mr. Martinbianco stated for the record, I voted against Phase 1 of this project and I will be voting against it again tonight however, I would like an update on Phase 1?

Mr. Abbey stated we are well underway. The open cuts have been completed. A lot of the fieldwork has been done and we are in the lining stage.

Mr. Martinbianco asked for more specific information.

Mr. Abbey stated we are lining the pipe than needs to be lined. We fixed the ones that were open digs that had to be replaced or repaired because they were too far gone. There are other sections that qualify for the CIPP liner which is a pipe within the host pipe.

Mr. Martinbianco stated I cannot believe that you are coming to us to ask for legitimacy of phase 2 when we haven't even received a report on where we are on phase 1. I don't agree with this entire concept.

Mr. Abbey stated these are time sensitive and there is a schedule that we talked about early on. The phases overlap because of the timeline. That is why they are here today; we have to stay on schedule to qualify for the funding through the state revolving fund.

Mr. Martinbianco asked what reimbursements we have received from the state revolving fund and what are we getting from the new enactment from the federal government?

Mr. Abbey stated those are two different questions all together. The federal government infrastructure bill has not been completed. It is not available now, that is for down the road. I asked Brian Simons from Stantec to come and speak to explain to you the reasons for going this route. This will always give us other options with our own money in later phases. If we don't stay on this track, we will lose this funding and not be able to get into phases 3,

4 and 5 and we will have to fund it out of pocket 100%. We are borrowing money and it is cheap. We may qualify for loan forgiveness for part of this.

Brian Simons from Stantec stated the schedule is dictated by EGLE, the funding source, is located in the back of your agenda packet. It is quite a tight schedule and it does overlap. This portion of the project (phase 2) is about the same number of manholes and costs about the same as phase 1. We divided the five phases pretty equally. Mr. Abbey is correct, if you step out of line now, you may lose eligibility for some of the programs including principle forgiveness or losing your spot for future phases. Down the road, if you want to apply for other revolving fund programs, you may be looked at unfavorably by EGLE because you took someone else's spot and didn't continue the program.

Mr. Heffner asked, what is the total cost of the project for phase 2?

Spencer Cain from Stantec stated the initial estimates were somewhere around \$3 million.

Mr. Abbey stated all the phases are about \$3 million because we tried to balance them out pretty evenly over the course of the five years.

Mr. Heffner stated I think when we initially started talking about this, we figured we could get through two or three phases before it would start costing residents out of their pocket. There is a bi-partisan infrastructure bill that should be getting to the presidents desk in about a week or two. We also have our CARES money. I hate to see us miss out on federal money.

Mr. Abbey stated those funds are to be allocated in 2024 with an expenditure in 2025. If you remember, we talked about this. You asked for a review at the end to make sure this accomplished what we set out to do. These are the busted sewers in our system today. They are the worst of the worst, rated four and five on the scale. That is all we are doing. It would be a \$40 million endeavor if we fixed all our sewers throughout the system. We are not doing that. We are doing the ones that have outlived their usefulness according to the engineers. It would be foolish of us not to stay the course.

Mr. Heffner stated I can't let myself vote in a way that will get us in the same predicament with the water when the residents were bleeding money out of their wallets to pay their water bills.

Mayor Haskins stated never in any of these phases when we discussed this did we talk about raising the residents rates. We are flush in the sewer fund. We are making more money in interest that will pay the bond payment because the interest is so low. The administration has never discussed raising rates, ever.

Mr. Heffner stated we had a 1:00 meeting back then and Mr. Abbey stated he was pretty sure there would be no rate increases in the first three phases but he couldn't promise there wouldn't be increases in the last phases.

Mayor Haskins stated he wasn't going to guarantee that rates would never have to go up. We have never discussed that fixing this infrastructure would cause rates to go up. We watch this diligently. Things that haven't been done in the past are being done today.

Mr. Abbey stated keep in mind, this is different than the water improvements because the water fund was not flush. It has never been flush. We are continually working to build reserves up. Sewer is different. We are taking in enough money to support the sewer system. That is different. We also have a healthy fund balance in the sewer if we ever need to go there to pay this off. Either way, it makes sense to borrow the money at 2% but, that's your call.

Mr. Heffner stated we don't want to put the residents behind the eight ball like we did with the water. It's not fair to them.

Mr. Abbey stated anytime you have a system, it has to be maintained. This system is 60 years or older in all cases. It has outlived its usefulness. It is falling apart. We don't want to end up in a situation like some of our neighbors did where the infrastructure was a major problem in the city. We are trying to make the improvements a little at a time so it doesn't impact them drastically. To say there will never be any increases would be foolish. You can't guarantee that nor can I. All I can say is we have made cuts and you know that. We have managed this budget as tight as we can in the last two years and we have turned the numbers around into the black across the board. You just have to monitor it year by year.

Mr. Heffner stated once we commit to this, there is no going back. When we spent the \$25,000,000 on water, there was no going back. We are on the hook for that money.

Mr. Abbey stated I don't think we have been very clear, we don't have a lot of options. You are going to fix this infrastructure, it's about how you are going to fix it. DEQ and EGLE are going to demand that you fix these things.

Mr. Fenner stated in my recollection, we were talking about the interest on the money to make these bond payments. As far as raising the rates, if the county raises our rates, what can we do? Are we supposed to absorb that continually until we get in the same situation as we did with water? The other part of this is none of the money we are talking about is here, nor do we have a date when it will be here. This is phase 2. I don't expect any of this money to come in before phase 2 begins. Let's consider phase 2 tonight. If the money comes in, we can cancel future phases of the project. We are getting money at a great rate and the interest we are getting on our sewer fund pays the payment. We should keep our money in the bank and if the federal money comes in, we can take a look at it. There is no reason to bail on the program we began until we see the extra money come in. EGLE is going to make us fix it either way. I can't spend the money until it is here. This plan makes sense.

Mayor Haskins stated we need to remember this is for the preliminary engineering. It is not for bond approval for the project or anything else. This enables us to stay on track and in line with EGLE and state guidelines.

Mr. Smith stated water and sewer are two different things. Shovels won't hit the ground for phase 2 until next year. This is basically a timeline for the project. It is just for the engineering. Without the engineering in place, if the money does come in, we will lose the

whole summer again. I don't want to see that. This takes time. We have been able to enjoy a low interest environment. It is predicted to go up again. Phase 1 bonds were 2.12% if I remember correctly. Financially, it is smart to use other money instead of using our own. This is to plan ahead. Passing this tonight keeps our place in line. It will be next summer and the plans are in place to do it. By then, we will have a better understanding of the stimulus money. As a financial manager for the city, I see this as a smart move. I would like to see us get the planning done for this phase. It is smart to leverage our money.

Mr. Heffner stated this is giving our blessing on phase 2.

Mr. Martinbianco asked, what makes you think that if we don't do this tonight it will be a problem with EGLE? You are trying to stress that will be the case.

Mr. Smith stated, I did not say that. What I said was eventually, we will have to do this. This is a good planning move. If we don't do it now, we will not have time.

Mr. Martinbianco stated they are telling us we have to do this now to save our place in line and I don't think that is true.

Discussion continued regarding infrastructure improvements, phase 2 timeline, interest rates, stimulus money and bidding process.

Mr. Abbey stated in your back up material, there is a timeline and part of that is council having to approve a resolution to award the contract in March of 2022. We are getting caught up in the schedules. The schedule is so we meet the deadlines, so we don't get out of line and we don't lose a year or two with construction or worse, we lose favor and don't get approved for future phases. Then, we are going to fund this out of our fund balances and deplete it like the water fund. You'll be chasing a black budget every year. Financially, you are wrong because our money is still there and you can pay them off anytime.

Mr. Heffner stated we just don't want you to come to us in two years and ask for a rate increase to our residents because the sewer fund is in trouble.

Mr. Abbey stated if you deplete that fund balance, you will be doing that much earlier. It's interest income and the savings and cuts that we have made in those departments are helping to pay this when it is time. We are building that fund balance now for that rainy day.

Mr. Heffner stated it was the situation with the water that opened my eyes as to how things are presented to the council. The water was presented one way and it ended up being something different.

Mr. Abbey said, not by this administration.

Mr. Heffner said, of course not. You weren't working here at the time and Mayor Haskins was on council. We were presented a set of circumstances and it didn't end up being the way it was presented. It cost our residents a ton of money. We did too much too fast.

Mayor Haskins stated on the back side of that, we had 80 year old infrastructure. We didn't have plans (phases) like this in place at that time to take care of serious problems like what we are trying to address now. In 2012, we had to do it all at once.

Mr. Abbey stated we should have been setting money aside all along. There has to be a set schedule to set aside money for the depreciation so when the time comes, you can do it. You can blame anybody from the past but the point is, the infrastructure has outlived its usefulness and it is collapsing in the ground.

Mr. Heffner stated we have 80 years worth of use that we want to fix in five years.

Discussion ensued regarding project phases and rating system.

ATTACHMENTS:

- [pro_abbey_srf_design 2020_phase 2_20210712_rev_signed_w_attach](#) (PDF)

RESULT:	CARRIED [4 TO 1]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Gregory Fenner, Vice President
AYES:	Tom Martinbianco, Steven Heffner, Vaughn Smith, Gregory Fenner
NAYS:	Christina Conley
EXCUSED:	Danny Wells, Deborah K Walton



Stantec Consulting Michigan Inc.
3754 Ranchero Drive, Ann Arbor MI 48108-2771

July 12, 2021
File: 2075154300

Attention: Amber Abbey, DPW Deputy Director
Department of Public Works
4093 Manor Drive
Burton, MI 48519

Dear Ms. Abbey,

Reference: Proposal for Professional Services for the Design of the SRF Phase 2

Pursuant to the City of Burton's (City) request, Stantec Consulting Michigan Inc. (Stantec) is pleased to submit this proposal for providing professional engineering services related to the design of the City's Sanitary Sewer System as illustrated in the 2020 State Revolving Fund (SRF) project plan. This letter proposal is divided into the following major sections:

- Project Background and Understanding
- Project Scope of Services
- Project Assumptions
- Project Schedule
- Project Proposed Budget

Project Background and Understanding

Stantec completed an SRF project plan in August 2020 for the City's sanitary sewer system. The SRF project plan utilized the Pipeline/Manhole Assessment Certification Program (PACP/MACP), which is the National Association of Sewer Service Companies (NASSCO) standard for pipeline defect identification and assessment rating system, to identify improvements needed over five years throughout the City. The improvements address the gravity sewers and manholes that have been categorized in the City's Capital Improvement Plan (CIP) and Asset Management Program (AMP) as having poor structural condition rating (PACP/MACP structural condition ratings of 4 and 5) and/or identified as contributing to Infiltration and Inflow (I&I) per the flow metering data and PACP/MACP data.

The proposed rehabilitation measures include point repairs, lining, and/or replacement (Rehabilitation Measures) of approximately 150,000 feet of gravity sewers and approximately 125 manholes over five years (five individual SRF projects). It is estimated that Phase 2, which is addressed in this proposal, will cover the proposed Rehabilitation Measures of approximately 30,383 feet of gravity sewers and 23 manholes. More details on the improvements proposed are depicted in the 2020 SRF project plan.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has confirmed the attached milestone schedule for Phase 2.

It should be noted that the objectives of the rehab work are as follows:

July 12, 2021
 Amber Abbey, DPW Deputy Director
 Page 2 of 7

Reference: Proposal for Professional Services for the Design of the SRF Phase 2

- **Replacement:**

Replace sewers and manholes that are identified as collapsed, sagging or at critical condition of collapsing. Eliminate direct source of I&I caused by the collapsed sections.

- **Lining:**

Repair areas of sewer and manholes where lining is a suitable rehab method.
 Maximize the structural integrity of the sewers/manholes.
 Minimize impacts on internal diameter and capacity.
 Minimize O&M impacts such as but not limited to root intrusions and I&I.

PROJECT SCOPE OF SERVICES

Task 1 – Preliminary Engineering Design and Specifications Development

Under this Task, Stantec will identify all critical aspects of the project that will be necessary to allow for a streamlined and efficient design process. Specific work conducted under this Task includes:

- Attend a project kickoff meeting with City staff to confirm scope, project approach, and define responsibilities.
- Address EGLE's comments on the SRF project plan, if any, to allow for the issuance of the Environment Assessment.
- Review available background information including record drawings from the City and any other pertinent sources.
- If insufficient record drawings are available, coordinate with the City's Utilities Department to field verify manhole locations of the existing system.
- Contact and coordinate with utility companies as necessary to obtain location information relative to gas, electric, phone, cable, etc.
- Perform geotechnical exploration of the project site by drilling soil borings along the sewer replacement routes.
- Within the sewer and manhole replacement areas:
 - Establish Right-of-Way along the project route.
 - Provide survey mapping of the road and front yard corridors to use as a base map.
 - Provide a preliminary horizontal sewer layout for review by the City and County to initiate agency coordination at any early stage of the project.

July 12, 2021
 Amber Abbey, DPW Deputy Director
 Page 3 of 7

Reference: Proposal for Professional Services for the Design of the SRF Phase 2

- Within the point repair and lining areas:
 - Develop GIS maps of all sewer and manhole lining routes.
 - Perform detailed review of the CCTV information to further assess and develop rehab methods.
 - Assess the need for supplemental CCTV (to be done by others).
 - Characterize design parameters, lining extents, and lining prep work needed.
 - Identify location of leads, sewer junctions, issues that may impact lining if any.
 - Launch the development of preliminary project specifications and project information compilation.
 - Work closely with the City to identify traffic control plans.
- Perform a field reconnaissance to establish a clear understanding of all field conditions, including but not limited to, visual reevaluation of some of the manholes to confirm needed rehabilitation method.
- Prepare a preliminary estimate of EOPCC based on the findings of this phase of work.
- Work closely with the City, EGLE District, and SRF EGLE staff to meet necessary submittals related to the engineering components within the SRF milestone schedule

Task 2 – Detailed Design, Plan Preparation and Contract Documents

Under Task 2, detailed construction plans and specifications would be prepared. A detailed scope for this phase of work is as follows:

- Perform supplemental topographic survey as needed in the specific locations of sewer replacement necessary for the detailed stage of design.
- Prepare plan and profile sheets for the proposed replacement work consistent with City, County and EGLE standards for agency review and approval.
- Include necessary City and County standard detail sheets, as well as prepare any specialized details for the project.
- Review and include a traffic control plan and bypass pumping requirements for all sewer replacement, and lining (where needed).
- Prepare Contract Documents, including the necessary bidding documents and detailed specifications for the project detailing items such as, but not limited to, location of work, sewer preparation, type of rehab, traffic control, bypass pumping, replacement plans and profiles, etc. for City, County and EGLE review and approval.
- Prepare and submit a Part 41 Permit for Wastewater Systems application and submit to EGLE.
- Prepare and submit other regulatory permits including soil erosion, EGLE Joint Permit Application, etc. if deemed necessary.

Design with community in mind

July 12, 2021
 Amber Abbey, DPW Deputy Director
 Page 4 of 7

Reference: Proposal for Professional Services for the Design of the SRF Phase 2

- Attend design review meetings with the City. It is assumed that approximately six (6) meetings with the City will be necessary during the design phase.
- Prepare an updated EOPCC for the project at the permitting and bidding stages of the project.

Task 3 – Bidding Assistance

Under this Task Stantec will provide public bidding assistance for the project including the following:

- Advertise the project for bidding on MITA website.
- Distribute electronic bidding documents (plans and specifications) to interested bidders and plan houses.
- Coordinate and facilitate a pre-bid meeting, if deemed necessary.
- Review bid questions, prepare and distribute addenda.
- Attend a public bid opening (virtual or in person).
- Provide the City with a bid review letter.
- Aid the City in completing SRF Part 2 and Part 3 applications.

PROJECT ASSUMPTIONS

The following are major project assumptions associated with Stantec's project scope of work:

- The City's Department of Public Works would be available to assist in field verification of pipe and manhole locations and elevations as requested by Stantec.
- The City's existing GIS will be utilized in preparation of the sewer lining design.
- The existing subdivision plat information can be used to establish a majority of the right-of-way locations for this project with minimal field verification of irons and monuments.
- Within the sewer replacement sections, sewer service leads will be replaced from the new sewer lines, if any, up to the edge of the right-of-way consistent with GCDRC requirements. We assume that no easements will be necessary for replacement of service leads.
- The condition of the City's Sewer System was based on third party evaluations (Young's Environmental and by City staff) using CCTV and the PACP national standard rating system.
- Stantec evaluated the rehab needs based on the PACP reported condition ratings to develop the CIP/AMP. These needs will be re-examined during the Task 1, where warranted.
- Supplemental CCTV inspections, if needed, will be conducted by PACP certified City staff at the direction of Stantec.

Design with community in mind

Attachment: pro_abbey_srf_design_2020_phase_2_20210712_rev_signed_w_attach (5159 : Proposal for Professional Services for the design of

July 12, 2021
 Amber Abbey, DPW Deputy Director
 Page 5 of 7

Reference: Proposal for Professional Services for the Design of the SRF Phase 2

- No wetland delineation will be necessary for this project.
- No traffic study will be required.
- We have only accounted for a standard traffic control plan in our proposal.
- All permit applications fees, if any, will be paid by the City.
- Construction administration services are not included in this proposal. Stantec will be happy to provide a proposal for construction administration later.
- The City will retain a financial consultant and a legal consultant to comply with the financial and legal obligations under the SRF milestone schedule.
- Part 1 SRF application will be prepared by the City's financial consultant.
- User charge system study to satisfy EGLE's milestone schedule will be completed by others.
- Stantec will endeavor to meet EGLE's milestone schedule for a second quarter closing (April 2021) to allow the City to benefit from competitive winter bidding. This can only be achieved with timely design authorization (September 8) and EGLE's approval of the proposed review schedule shown below.

Project Schedule

We propose to follow the critical schedule below, which will be refined as we work with EGLE to finalize. Once we finalize with EGLE, we understand that there is no float to this schedule, and we are committed to providing the necessary resources to meet the schedule.

ACTIONS	NO LATER THAN
City Council Authorization	August, 2021
Project Kickoff and Field Work	August / September 2021
Submittal of Draft Plans and Specifications	October 25, 2021
Submittal of Final Plans and Specifications	December 27, 2021
Publication of Bid Advertisement (no later than)	January 10, 2022
Opening of Bids (no later than)	February 15, 2022
City Council Resolution for Tentative Award	March 2, 2022
Loan Closing	May 6, 2022

July 12, 2021
 Amber Abbey, DPW Deputy Director
 Page 6 of 7

Reference: Proposal for Professional Services for the Design of the SRF Phase 2

Project Proposed Budget

Stantec proposes to complete tasks 1, 2, and 3 on a time and material basis for a Not-to-Exceed fee of \$196,500.

SRF Design -Segment 2		
Task 1	Preliminary Engineering (70%)	\$122,500
Task 2	Detailed Design, Plan Preparation and Contract Documents	\$ 49,000
Task 3	Bidding Assistance	\$ 15,000
	Geotechnical Investigation Allowance	\$ 10,000
TOTAL NOT-TO-EXCEED FEE*		\$196,500

The not-to-exceed budget amount stated above includes all fees for the work described in this proposal, including all reimbursable charges such as charges for sub-consultants and other specialized services.

*Please note that Stantec reserves the right to transfer budget between tasks outlined in the scope of work due to the possible occurrence of overlapping tasks but will not exceed the total amount stated above.

Please note that this work would be conducted under the General Engineering Services Agreement dated August 7, 2017.

If the above proposal meets your approval, sign this letter, and return a copy to our office. We take pride in providing the City with quality engineering services and look forward to continuing our services for years to come.

Regards,

Stantec Consulting Michigan Inc.



Spencer Cain PE
 Project Engineer
 Phone: 734 214 1858
 Spencer.cain@stantec.com

Stantec Consulting Michigan Inc.



Brian Simons PE, MBA, LEED-AP
 Senior Principal
 Phone: 734 214 2518
 brian.simons@stantec.com

July 12, 2021
 Amber Abbey, DPW Deputy Director
 Page 7 of 7

Reference: Proposal for Professional Services for the Design of the SRF Phase 2

By signing this proposal, the City of Burton authorizes Stantec to proceed with the services as listed below, please check all that apply:

This proposal is accepted and agreed on the _____ day of July, 2021.

Per: City of Burton

 Print Name & Title

 Signature

Attachment: Project Milestone Schedule

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**Michigan Department of Environment, Great Lakes, and Energy (EGLE)
Clean Water State Revolving Fund (CWSRF) Project Milestone Schedule
for 2.5 Quarter Financing in Fiscal Year 2022
Anticipated Loan Closing on May 6, 2022**

Applicant Name: City of Burton
Project Number: 5738-01 (Phase 2 of 5)
Project Description: Wastewater Collection System Improvements to Pipes and Manholes
to address various needs of Structural Integrity & Inflow and Infiltration (I/I)

<u>Milestone</u>	<u>By No Later Than</u>
Phase 2 Project Update (Confirm the Phase 2 Scope of Work & Project Cost Estimate (\$3,030,000))	Completed
Disclosure of any change(s) warranted based upon obtained field data (NOTE: Any change(s) outside of the EGLE approved Phase 2 Scope of Work will prompt an EGLE planning review of which may necessitate additional milestones Not identified within this schedule to achieve successful CWSRF loan financing and in turn, may require moving to a future CWSRF loan quarter financing target.)	September 20, 2021
Submittal of Draft Plans & Specifications and Basis of Design (Phase 2 only)	October 25, 2021
EGLE Comments on Draft Plans & Specifications (Phase 2 only)	November 26, 2021
Submittal of Final Plans & Specifications and Basis of Design (Phase 2 only)	December 27, 2021
Issuance of Construction Permit (Phase 2 only)	January 25, 2022
EGLE Approval of Plans & Specifications (Phase 2 only)	January 28, 2022
Submittal of CWSRF Application Part I (Phase 2 only)	January 7, 2022
Submittal of CWSRF Application Part II (Phase 2 only)	January 7, 2022
Submittal of CWSRF Application Part III (Phase 2 only) (including Resolution of Tentative Contract Award)	March 7, 2022
Publication of Bid Advertisement (Phase 2 only)	January 10, 2022
Opening of Bids (Phase 2 only)	February 15, 2022
Resolution of Tentative Contract Award by Governing Body (Phase 2 only)	March 2, 2022
EGLE Order of Approval* (Phase 2 only)	April 8, 2022
MFA Loan Closing (Phase 2 only)	May 6, 2022
Notice To Proceed Issued (Phase 2 only)	July 5, 2022

*contingent upon the availability of CWSRF funds

As the authorized representative for this project, I understand that failure to adhere to this schedule may result in the deferral of EGLE action on this project until a subsequent fiscal year.

Accepted on 6-30-21

By: [Signature]
Applicant's Authorized Representative

Accepted on 07/01/2021

By: Jonathan M. Berman
Project Manager, Finance Division
Water Infrastructure Financing Section

Approved on 7/6/2021

By: [Signature]
Administrator, Finance Division
Water Infrastructure Financing Section

Attachment: pro_abbey_srf_design_2020_phase_2_20210712_rev_signed_w_attach (5159 : Proposal for Professional Services for the design of



ADOPTED

AGENDA ITEM (ID # 5160)

DOC ID: 5160

Approve and Authorize the resolution that the City of Burton deems all that part of Rose Avenue lying within the recorded plat of Country Gardens adjoining lot 17 on the North unnecessary for public use and approves vacating.

COMMENTS - Current Meeting:

Mr. Martinbianco asked, has this lot ever been offered for sale?

Mrs. Abbey said, it is not a lot. It is an unapproved public right of way.

Mr. Martinbianco asked, have we ever offered it for sale?

Mrs. Abbey said, you can't sell it. It is not the sale of a lot. You cannot sell an unapproved right of way.

Mr. Martinbianco asked what the frontage is along Connecticut.

Mrs. Abbey said, 40 feet.

Mr. Martinbinaco stated there is no build-able lot there anyway.

Mrs. Abbey stated you cannot build in a public right of way.

ATTACHMENTS:

- Signed Pet (PDF)

RESULT:	CARRIED [4 TO 1]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Vaughn Smith, Councilman
AYES:	Tom Martinbianco, Steven Heffner, Vaughn Smith, Gregory Fenner
NAYS:	Christina Conley
EXCUSED:	Danny Wells, Deborah K Walton



City of Burton

Department of Public Works

4093 Manor Drive

Genesee County, Burton, Michigan 48519

(810) 742-9230



DATE: 5-28-2021

APPLICANTS NAME: Jonathan Shaski

APPLICANTS ADDRESS: 3273 Connecticut St. Burton, MI 48519

APPLICANTS PHONE NO: 810-397-0556

We, the undersigned, being freeholders in the City of Burton, County of Genesee and State of Michigan, hereby petition that a portion of a certain public unimproved right of way, which is not in use as such and is abandoned, be declared absolutely abandoned and discontinued in accordance with the provisions of the Laws of the State of Michigan, including Section 9.118 of Michigan Statutes as amended and supplemented, said portion of Rose Ave being described as follows:

ALL THAT PART OF ROSE AVE LYING WITHIN THE RECORDED PLAT OF COUNTRY
GARDENS ADJOINING LOT 17 ON THE N

Trusting that your honorable body will give this matter your careful consideration, your petitioners will ever pray:

Name	Mailing Address	Phone	Date
Jonathan Shaski	3273 Connecticut	810-397-0556	5-28-2021

Attachment: Signed Pet (5160 : Vacating- Rose Ave/Connecticut)

Signature

Date

STATE OF MICHIGAN } SS
 COUNTY OF GENESEE }

On May 28, 2021, Jonathan Shaski being duly sworn,
 deposes and says:

That the attached is a true and correct list of the names and mailing addresses of the owners of each
 parcel of land abutting the unimproved right of Way, as described on the attached
 petition, which is requested to be absolutely abandoned and discontinued.

RACHEAL K. ERVIN-BOGGS
 Notary Public, State of Michigan
 County of Genesee
 My Commission Expires 07-28-2021
 Acting in the County of Genesee

Racheal K. Ervin-Boggs
 Notary Public

Racheal K. Ervin-Boggs
 Name

My Commission Expires: 7/28/21

Genesee County, Michigan

Attachment: Signed Pet (5160 : Vacating- Rose Ave/Connecticut)

COUNTRY GARDENS

PART OF THE SW 1/4 OF SECTION 26,
T7N, R7E, BURTON TOWNSHIP, MICHIGAN
MERIDIAN, GENESEE COUNTY, MICHIGAN.

Surveyor's Office
Genesee County, Michigan
Plat Country Gardens
Burton Township
was Recorded this 14th day of
November A.D., 1955 at 12 o'clock
A. M. in Liber 28 of Plat
in Page 23
Emile J. Hutchinson
REGISTERED SURVEYOR

I hereby certify this copy is a true and correct copy of the plat forwarded to the Register of Deeds for recording.
Date November 7, 1955
Filed in Auditor General's Dept.
Date November 15, 1955
Examined and approved
Date November 7, 1955
Vladimir J. Targumski
REGISTERED CLERK

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That we, Harry M. Long and Hildred L. Long, his wife, as proprietors, have caused the land embraced in the annexed plat to be surveyed, laid out and platted, to be known as "COUNTRY GARDENS", Part of the SW 1/4 of Section 26, T7N, R7E, Burton Township, Michigan Meridian, Genesee County, Michigan, and that the roads as shown on said plat are hereby dedicated to the use of the public.

Witnesses:
Ronald Reid
Charles J. Housler
JAMES P. BARKEY
CLERK OF DEEDS
COUNTY OF GENESEE

Harry M. Long
Harry M. Long
Hildred L. Long
Hildred L. Long

On this 10th day of Nov, 1954, before me, a notary public, in and for said county, personally appeared the above named Harry M. Long and Hildred L. Long, his wife, known to me to be the above named persons who executed the above dedication and who acknowledged the same to be their free act and deed.

My commission expires Apr 6, 1957

Lytle P. Mod
1716 P. Mod
Notary Public, Genesee Co., Michigan

DESCRIPTION OF LAND PLATTED

The land embraced in the annexed plat of "COUNTRY GARDENS", Part of the SW 1/4 of Section 26, T7 N, R7E, Burton Township, Michigan Meridian, Genesee County, Michigan, is described as: Beginning at a point on the NW 1/4 line of Section 26, T7N, R7E, Burton Township, Genesee County that is S 01°20'E, 2546.33 feet, S 53°02'E, 144.25 feet, and N 89°22'E, 1809.14 feet from the N. W. Corner of said Section 26; thence S 00°37'E, 982.44 feet; thence N 89°00'W, 948.97 feet; thence N 01°23'W, 406.2 feet to the NW 1/4 line of said Section 26; thence E 89°22'E, 753.18 feet along said NW 1/4 line to the place of beginning, containing 24 Lots.

CERTIFICATE OF MUNICIPAL APPROVAL

This plat was approved on the 13th day of October, 1954, by the Township Board of the Township of Burton.

James P. Barkey
Twp. Clerk

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY ROAD COMMISSIONERS

This Plat has been examined and was approved on the 29 day of Sept, 1954, by the Genesee County Board of Road Commissioners.

Robert G. Stoddard
Comm.

A. Harold Bergh
Comm.

G. M. Bullard
Comm.

CERTIFICATE OF APPROVAL BY COUNTY BOARD

This plat was approved on the 3rd day of October, 1954, by the Genesee County Plat Board.

Paul M. Smith
Reg. of Deeds

James P. Barkey
County Treas.

Wm. H. Dunn
County Clerk

B. E. O'Brien
Co. Drain Comm.

COUNTY TREASURER'S CERTIFICATE RELATING TO TAXES

Office of the County Treasurer, Genesee County, Michigan

I hereby certify that there are no tax liens or titles held by the State on the lands described hereon, and that there are no tax liens or titles held by individuals on said lands for the five years preceding the 29 day of November, 1954, and that the taxes for said period of five years are paid as shown by the records of this office.

This certificate does not apply to taxes, if any, now in process of collection by township, City or Village collection officers.

James P. Barkey
Co. Treas.

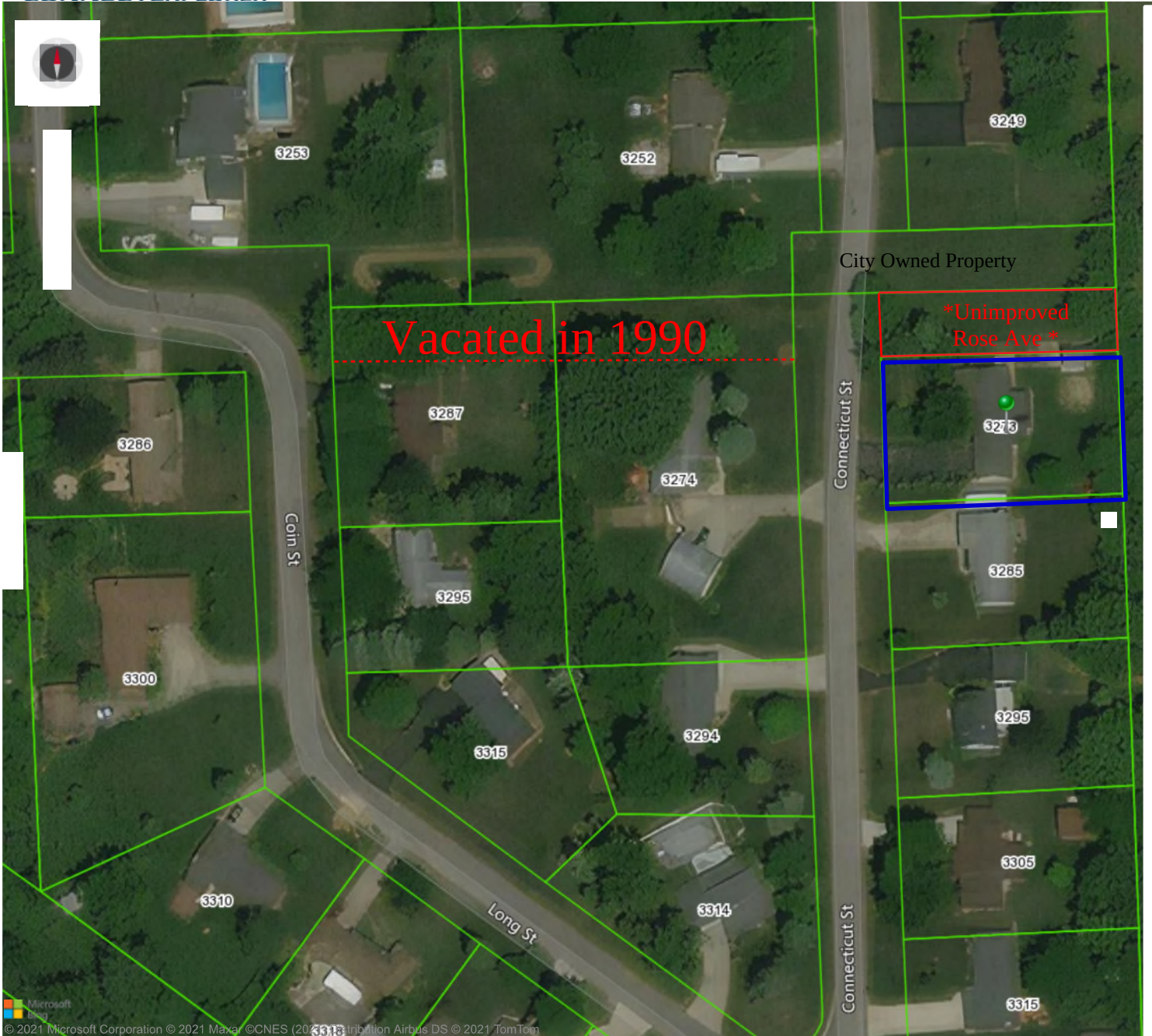
SURVEYOR'S CERTIFICATE

I hereby certify that the plat hereon delineated is a correct one, and that permanent monuments consisting of iron rods at least one-half inch in diameter and thirty-six inches in length, encased in concrete cylinders four inches in diameter and thirty-six inches in length have been set at all points marked thus (o) as thereon shown at all angles in the boundaries of the land platted, at all intersections of the lines of streets and at intersections of the lines of streets with the boundaries of the plat.

Richard C. West
Richard C. West Registered Surveyor No. 5100



WEST ENGINE E RING 1665 N. CHEVROLET AVE. FLINT, MICH.



map: Aerial

Dates: Latest

Attachment: Signed Pet (5160 : Vacating- Rose Ave/Connecticut)



ADOPTED

AGENDA ITEM (ID # 5161)

DOC ID: 5161 B

Approve and authorize the Mayor and City Clerk to execute a contract with ACE Saginaw Paving Co. 115 S. Averill Ave., Flint, MI 48506, for the 2021 Pavement Preservation contract which will include the Milling and Resurfacing of Center Road from Atherton to Maple for the Not-to-Exceed fee of \$770,242.00

ATTACHMENTS:

- bidtab (PDF)
- Ace Bid (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley
EXCUSED:	Danny Wells, Deborah K Walton



BID TABULATION

CITY OF BURTON

Department of Public Works



Project: 2021 Pavement Preservation

Bid opening at: City Council Chambers

Date & Time: July 15, 2021 at 10 a.m.

Julie Griffith, Purchasing Agent

Pete Wingblad, Sup't of Engineering

Amber Abbey, Deputy DPW Director

	Bidder Name & Address	Bid Bond	Signed Bid	Total Bid	Rank
1	Cadillac	Yes	Yes	\$1,041,450.10	6
2	Ajax	Yes	Yes	\$998,201.60	4
3	Hutch	Yes	Yes	\$945,030.04	3
4	Spartan	Yes	Yes	\$1,001,451.60	5
5	ASI	Yes	Yes	\$826,379.00	2
6	Ace-Saginaw	Yes	Yes	\$770,242.00	1
7					
8					
9					
10					

Amount in **bold** type denotes low bid

() Contractor is disqualified due to failure to submit bid bond with bid

Attachment: bidtab (5161 : 2021 Pavement Preservation contract)

PROPOSAL

2021 PAVEMENT PRESERVATION PROGRAM

This is the PROPOSAL of Ace-Saginaw Paving Company, hereinafter called the Bidder, to the City of Burton, a Michigan Governmental Corporation, hereinafter called the Owner.

The Bidder, having familiarized himself with the local conditions affecting the work, and having examined the contract documents including the Advertisement, Instruction to Bidders, Proposal, Agreement, Bonds, Insurances, Specifications and Addenda, hereby proposes to furnish all labor, materials, tools, equipment, utilities and transportation services, and to perform and fully complete all the work listed on the proposal form and/or described in the contract documents and specifications designated as:

CITY OF BURTON, MICHIGAN 2021 PAVEMENT PRESERVATION PROGRAM

SCHEDULE

The successful Bidder will be required to complete all work within the schedule specified below.

All contract work must be completed in its entirety by October 15, 2021. Failure to complete all contract work by October 15, 2021 will result in the Contractor being assessed liquidated damages in accordance with MDOT 2012 Standard Specifications for Construction. Turf establishment must be placed by October 15, 2021. The project shall be completed in its entirety, including final site restoration and clean-up for final completion on or before November 10, 2021.

The successful Bidder will be required to submit a construction schedule to the Owner indicating the dates of completion of the various items of work. This schedule, when approved by the Owner, will become a part of the contract documents.

* See attached documentation of basis of proposal.

BASE PROPOSAL

[illegible]

Attachment: Ace Bid (5161 : 2021 Pavement Preservation contract)

8

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

The attention of the undersigned is directed to the liquidated damages provision of the contract documents. The undersigned hereby agrees that if this proposal be accepted by the Owner, he will complete the entire work of the contract within the specified number of consecutive calendar days after being notified to proceed, and if the work is not completed in the designated time, the liquidated damages specified shall be deducted from any money due the Contractor.

Project to be opened to traffic throughout construction.

Project shall be to complete all work within the schedule specified in this proposal.

The successful Bidder

The undersigned has attached hereto a (Bid Bond) (Certified Check) in the sum of
5% of Bid

(\$) as required in the "Advertisement" and the undersigned agrees that in case he shall fail to fulfill his obligations under the foregoing proposal and agreement, the Owner may, at its option, determine that the undersigned has abandoned his rights and interest in such proposal, and that the certified check or bid bond accompanying his proposal has been forfeited to the said Owner, but otherwise, the said certified check or bid bond shall be returned to the undersigned upon the execution of such contract and the acceptance of his bonds and insurances or upon the rejection of his proposal.

The undersigned affirms that in making such proposal neither he nor any company that he may represent, nor anyone on behalf of himself or his company, has directly or indirectly entered into any collusion, undertaking, or agreement with any bidder to maintain the prices of said work, and further affirms that such proposal is made without regard or reference to any other bidder or proposal and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding.

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

The Owner reserves the right to decide which divisions will be constructed under this contract. Once the bids are received, the scope of the work will be decided.

Bidder acknowledges receipt of the following addenda(s): None

Dated and signed at City of Flint, State of Michigan, this 15th day of July, 2021.

Name of Bidder Ace-Saginaw Paving Company

By: 

Michael Hlavacek, Project Manager

Address: 115 S. Averill Avenue, Flint, MI. 48506

Telephone: 810-238-1737

Attachment: Ace Bid (5161 : 2021 Pavement Preservation contract)



ADOPTED

AGENDA ITEM (ID # 5162)

DOC ID: 5162

Approve and authorize the Mayor and City Clerk to execute a contract with RW Mercer P.O. Box 180 2322 Brooklyn Rd. Jackson, MI 49204, for the removal of underground fuel tanks at the DPW and the Police Department and the install of new aboveground fuel tanks, for the Not-to-Exceed fee of \$219,999.

COMMENTS - Current Meeting:

Mr. Smith asked for a summary of the transactions for fuel tanks.

Mr. Abbey stated the sealed bids came back much higher than anticipated.

Mr. Smith asked if this has to come out of the police fund or can we use general fund.

Ms. Holbrook stated it can come out of general fund. This item is just for the contract. The last two items on the agenda are the budget amendments.

Mr. Smith expressed concerns about how this will impact the balance in the police fund.

Ms. Holbrook stated comparatively to expenditures, it is not great. It will not have a huge negative impact. The general fund will subsidize it.

ATTACHMENTS:

- City of Burton AST (PDF)
- Award Recommendation_Burton AST (003) (PDF)

RESULT:	CARRIED [4 TO 0]
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Steven Heffner, Vaughn Smith, Gregory Fenner, Christina Conley
EXCUSED:	Danny Wells, Deborah K Walton
AWAY:	Tom Martinbianco



PETROLEUM PROPOSAL/CONTRACT

Page 1 of 3

2322 Brooklyn Rd. Jackson, MI 49203 (517) 787-2960 ph. (517) 787-8111 fax	4585 Executive Drive Portage, MI 49002 (269) 321-2280 ph. (269) 321-2285 fax	3366 Three Mile Rd., NW Walker, MI 49544 (616) 453-7444 ph. (616) 453-7813 fax	12870 Inkster Rd Redford, MI 48239 (313) 286-3300 ph. (313) 766-4850 fax	3124 Commerce Center Dr. Saginaw, MI 48601 (989) 753-4016 ph. (989) 753-9360 fax	2801 Dickerson Rd. Gaylord, MI 49734 (989) 732-2971 ph. (989) 732-5329 fax	4022 Merchant Rd. Ft. Wayne, IN 46818 (260) 489-3566 ph. (260) 489-0738 fax
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Legal Company Name

City of Burton

Proposal Submitted to Amber Abbey	Phone 810-742-9230	Fax	Date 7/27/2021
Street Address 4303 S. Center Road	Site Name DPW/Police Department	Job #	Site Phone
City, State, Zip Code Burton, MI 48519	Site Location - Address 4093 Manor Dr/4090 Manor Dr, Burton, MI 48519		
Contact Email	Job Description UST Removal & AST Replacement	Proposal Submitted By: Jason R. Foster	

We appreciate the opportunity to submit the following proposal.

Please review the following Scope of Work:

DPW

- A) **EXCAVATION:**
Saw cut and break out concrete and asphalt over existing USTs, piping, and fuel island.
Excavate as necessary for removal of all piping, dispensers, and (1) 10,000 gallon UST.
Backfill tank void with class II sand.
- B) **TANKS:**
Install (owner furnished) 4,000 gallon AST with dispenser, submersible pump, level gauge, leak gauge, and fuel management system.
- C) **LIGHTING:**
Furnish and install one (1) light fixture on existing light pole.
- D) **PIPING:**
Remove/dispose of existing piping up to 60 LF.
- E) **ISLANDS:**
Remove/dispose of existing fuel island.
- F) **ASPHALT:**
Prep and pave 2" 1100L HMA leveling course, apply bonding coat, then pave 1100T HMA top course up to 1,800 sq. ft.
- G) **CONCRETE:**
Prep and pour 8" thick, rebar reinforced concrete tank slab with thickened concrete under saddles, up to 600 sq. ft.
Prep and pour 8" thick concrete fueling slabs adjacent to tank slab on either side of tank, up to 1,600 sq. ft.
Furnish and install twenty eight (28) bollards around AST/dispenser for impact protection.
- H) **PERMITES:**
Submit for LARA AST plan review.
All UST closure reports and sampling/analysis to be performed by owner's environmental consultant.
- I) **ELECTRICAL:**

*Standard R.W. Mercer Co. Terms and Conditions will apply including winter/frost clauses.



PETROLEUM PROPOSAL/CONTRACT

Page 2 of 3

Lock out/tag out power to existing fuel system and disconnect, cut back conduits, and abandon in place.

Furnish and install new conduit/wiring for (1) submersible pump, (1) dispenser, and (1) fuel management system.

Furnish and install (1) conduit/wire for communication.

J) SERVICE:

Provide labor for installation of equipment, startup, purging/calibration, and training.

\$ 120,596.00

Police Department

A) EXCAVATION:

Saw cut and break out concrete and asphalt over existing UST.

Excavate as necessary for removal of all piping, dispensers, and (1) 2,000 gallon UST.

Remove, haul and dispose of 450 tons of impacted soils.

Backfill tank void and excavation with class II sand.

B) TANKS:

Install (owner furnished) 4,000 gallon AST with dispenser, submersible pump, level gauge, leak gauge, and fuel management system.

C) PIPING:

Remove/dispose of existing piping.

D) ISLANDS:

Remove/dispose of existing fuel island.

E) CONCRETE:

Prep and pour 8" thick, rebar reinforced concrete tank slab with thickened concrete under saddles, up to 600 sq. ft.

Furnish and install twenty eight (28) bollards around AST for impact protection.

F) PERMITES:

Submit for LARA AST plan review.

All UST closure reports and sampling/analysis to be performed by owner's environmental consultant.

G) ELECTRICAL:

Lock out/Tag out power to fuel system and disconnect existing dispenser/card reader.

Reconnect existing wire/conduit to new STP, dispenser, and card reader.

H) SERVICE:

Provide labor for installation of equipment, startup, purging/calibration, and training.

\$ 99,403.00

NOTE:

- Due to the significant increases/volatility of pricing for steel, copper and PVC, that are being assessed by certain vendors, R.W. Mercer Co. shall not be responsible for any price increase it may receive from manufacturers or suppliers that are made without notice prior to shipment. Such unanticipated increases in price shall be applied directly to the Contract Sum and paid by Owner including applicable mark-up and taxes
- Does not include dewatering, environmental testing, removal or disposal of contaminated soils or liquids if found.
- Price assumes all equipment will be owner furnished and come pre-piped/wired with all ancillary equipment installed.
- Price assumes all conduit/wire at Police Department can be reused.

*Standard R.W. Mercer Co. Terms and Conditions will apply including winter/frost clauses.

Attachment: City of Burton AST (5162 : Underground remove and aboveground install of fuel tanks)



PETROLEUM PROPOSAL/CONTRACT

Page 3 of 3

- DPW trench to be backfilled with existing material and compacted to grade to match surrounding unpaved areas

We propose to furnish the above, in accordance with the specifications as referenced below, for the **TOTAL SUM** of:
Two Hundred Nineteen Thousand, Nine Hundred Ninety Nine Dollars and NO/100.....\$219,999.00

Acceptance: Customer hereby accepts the Terms and Conditions set forth on the reverse side of this contract. Customer is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. R.W. Mercer Co. is authorized to perform the work as specified. This Proposal/Contract is subject to credit approval and may be revoked before acceptance.

Note: Once this proposal is approved, you will receive a contract electronically for signature.

Attachment: City of Burton AST (5162 : Underground remove and aboveground install of fuel tanks)

**Standard R.W. Mercer Co. Terms and Conditions will apply including winter/frost clauses.*



ARCHITECTS. ENGINEERS. PLANNERS.

July 23, 2021

Amber Abbey, DPW Deputy Director
City of Burton
Department of Public Works
4093 Manor Drive
Burton, MI 48519

RE: 2021 DPW And Police Station Fuel Tanks
OHM JN: 4047-21-0030

Dear Ms. Abbey:

Sealed bids were received and publicly read aloud on Wednesday July 14, 2021, at the City of Burton Clerks Office at 12:00 PM. We have reviewed the bids and attached the Bid Tabulation for your information. The bidders are as follows:

Contractor	TOTAL BID
DHT Excavating	\$262,950.72
R.W. Mercer Co.	\$219,999.00

The project scope consists of providing a design-build proposal for the removal of the existing underground fuel storage tanks and replacement with above ground fuel storage tanks at the DPW and Police Station. The City of Burton will be furnishing the new above ground fuel storage tanks and associated fuel management systems for installation by the contractor.

R.W. Mercer Co. is the low bidder for this project with a bid of \$219,999.00. Based on feedback from provided references, it has been determined that R.W. Mercer Co has satisfactorily completed projects for multiple private and public entities in the area. They have been in business for nearly 50 years and have an acceptable amount of experience in the petroleum industry. Therefore, we recommend award of this contract to R.W. Mercer Co. in the amount of \$219,999.00 per the unit prices bid for the project.

Should you have any questions regarding this recommendation, please do not hesitate to give me a call at (248) 751-3107.

Sincerely,
OHM Advisors

Mark Landis

Digitally signed by Mark Landis
DN: cn=US,
c=Mark Landis@ohm-advisors.com,
o=OHM, ou=Muni, cn=Mark Landis
Date: 2021.07.23 10:44:12-0400

Mark Landis, P.E.
Project Manager

Encl: *Bid Tabulation*
cc: Peter Wingblad, Superintendent of Engineering and Inspection
Michael Campos, OHM Advisors

P:\4000_4100\4047210030_Burton_-_RPF_for_ASTs\PM\Bids\Award Recommendation_Burton AST.docx



ADOPTED

AGENDA ITEM (ID # 5164)

DOC ID: 5164

**Budget Amendment Approve and authorize the following
2021-2022 budget amendment: Increase 2007-2007-975.0002
Gasoline Storage Tank by \$85,000; Decrease Police Fund
Balance by \$85,000.**

ATTACHMENTS:

- Budget Amendment 2021-22 08-02-2021 Pol (DOC)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley
EXCUSED:	Danny Wells, Deborah K Walton

INTEROFFICE MEMORANDUM

To: Mayor Duane Haskins
From: Controller Jodi J. Holbrook
Date: July 28, 2021

Re: Memo of Explanation for
City Council Meeting of 08/02/2021

Mayor Haskins:

I am requesting that Council approve a budget amendment within the Police Fund Budget as follows: Increase 2007-2007-975.0002 Gasoline Storage Tank by \$85,000; Decrease Police Fund Balance by \$85,000.

This budget amendment adds for the installation of the gasoline storage tank that was previously intended to be paid by the insurance company. A portion of this will be reimbursed from the insurance, but not in entirety.

Attachment: Budget Amendment 2021-22 08-02-2021 Pol (5164 : Budget Amendment)



ADOPTED

AGENDA ITEM (ID # 5165)

DOC ID: 5165

**Budget Amendment Approve and authorize the following
2021-2022 Capital Expenditure Amendment: Increase DPW
Gasoline Storage Tank by \$71,000; Decrease General Fund
Balance by \$71,000.**

COMMENTS - Current Meeting:

Mr. Heffner asked if this would be better served coming out of motorpool.

Ms. Holbrook stated in the budget discussions, it was decided it would come from general fund.

Mr. Heffner stated that doesn't answer my question. Shouldn't this come out of motorpool?

Ms. Holbrook stated motorpool typically rents and leases and serves that purpose. We are not really renting out fuel to people. A gasoline storage tank isn't really held or functioned by motorpool itself.

Mr. Heffner asked, is it held by DPW?

Ms. Holbrook said, that is correct.

Mr. Heffner asked, should it come out of DPW then?

Ms. Holbrook stated the police has its own tank. The other tank is used by all other city departments.

Mr. Heffner said, correct and that all goes back to motorpool.

Ms. Holbrook said, motorpool is eventually reimbursed for the cost of items. Unless we are going to inflate the price of fuel, it would not be able to be reimbursed for the price of a storage tank.

Mr. Smith asked if this is an interagency fund where departments are charged for what they use as a pass through.

Ms. Holbrook said, basically. It is set up in motorpool but it is not an enterprise fund. Enterprise funds make money to reimburse themselves for the cost of that asset. When we are charging rental fees by the hour for trucks, eventually they are reimbursed money for that. Departments are only charged the cost for fuel. Unless we are inflating the cost of fuel and charging our departments, in this situation it would not make sense for motorpool to expend the cost of a storage tank.

Discussion continued on the motorpool fund.

Mr. Smith asked for an update from the administration on the local road projects throughout the city.

Mr. Abbey stated in this years budget, you allocated money. We gave you the list of roads tonight and you approved it. We will fix those roads. On top of that, we have our TIP projects. In the next round in 2023, we will start another TIP program. For the local roads, we are waiting on council to set a meeting to discuss your priorities. We would like to do it as soon as possible.

Discussion continued regarding local road projects and setting a meeting to discuss roads.

City Council set a special meeting for Tuesday, August 10, 2021 at 6:30 PM for the purpose of discussion and possible action on local road projects.

Mayor Haskins stated that date doesn't work if you want someone from the DPW at the meeting.

Attorney Doyle stated she will be unavailable for the meeting.

Mrs. Conley asked when the police parking lot will be done.

Mr. Abbey stated we explained to you earlier this year that there is an issue with the underground tank and there is an insurance claim involved.

ATTACHMENTS:

- Capital Expenditure Amendment 2021-22 08-02-2021 DPW (DOC)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tom Martinbianco, Councilman
SECONDER:	Gregory Fenner, Vice President
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley
EXCUSED:	Danny Wells, Deborah K Walton

INTEROFFICE MEMORANDUM

To: Mayor Duane Haskins
From: Controller Jodi Holbrook
Date: July 28, 2021

Re: Memo of Explanation for
City Council Meeting of 08/02/2021

Mayor Haskins:

I am requesting that Council approve a Capital Expenditure amendment for the DPW gasoline storage tank as follows: Increase DPW Gasoline Storage Tank by \$71,000; Decrease General Fund Balance by \$71,000.

The amount previously approved for the installation of the new gasoline storage tank was estimated to be \$50,000. After a sealed bid process, the total cost is \$120,596 installation, startup, purging/calibration, and training for the new DPW gasoline storage tank.

Attachment: Capital Expenditure Amendment 2021-22 08-02-2021 DPW (5165 : Budget Amendment)