



CITY OF BURTON
BURTON CITY COUNCIL MEETING
OCTOBER 17, 2022
MINUTES

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by Vice President Tom Martinbianco at 7:00 PM.

A. INVOCATION LED BY: STEVE HEFFNER

Vice President, Martinbianco led the invocation and pledge of allegiance in President Heffner's absence.

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

C. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Vice President	Present	
Steven Heffner	President	Excused	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Councilman	Present	
Christina Conley	Councilwoman	Present	
Greg Hull	Councilman	Present	
Christina Hickson	Councilwoman	Present	

D. APPROVAL OF AGENDA

1. Motion to approve the agenda as presented.

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

E. STAFF PRESENT

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

F. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Oct 3, 2022 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Gregory Fenner, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Smith, Fenner, Conley, Hull, Hickson
EXCUSED:	Heffner

G. ADMINISTRATIVE REPORTS

Mayor Haskins expressed condolences for the family of Genesee County Treasurer, Deb Cherry and former Lieutenant Governor, Cherry for the passing of family member Duane Cherry. He was a pillar in the community with his police work and training throughout his career. The mayor also provided the following updates:

- Attorney Josh Leadford will be at our next meeting requesting a closed session to go over details of ratification of a tentative agreement with the patrol division.
- The Davenport and Judd project should be complete this week, weather permitting.
- Fire Chief, Kirk Wilkinson has successfully completed the process and designation of Chief Fire Officer (CFO). He becomes one of only 1,700 CFO's worldwide and one of 20 in the State of Michigan. Congratulations.
- We had a meeting with the owners of the Flat Rock properties and LARA. We are going to meet monthly to try to get some of these issues resolved. We are going to need to ban together with other communities to get a legislative update. This is going to be a long process.

Mr. Hull stated he did draft a letter to the State of Michigan as we discussed at the last meeting but recommends in light of the mayor's report, that we wait to submit it until the new legislators are installed in January.

Discussion regarding adding other municipalities to the letter and the timeline to submit it.

H. COMMITTEE REPORTS

Mrs. Conley stated the Burton Library will be holding their last book sale on Saturday, October 22nd from 10:00AM to 4:00PM. We are putting up Christmas lights at Fire Station #1 on Thursday at 10:00AM. The Christmas Tree is going in at 8:30AM on October 29th.

Mr. Hull stated the following Parks & Recreation Events are coming up. This Saturday, October 22nd is the Trick or Treat Trail from 12:00PM-3:00PM at Bentley High School. Our Christmas Decorating Contest starts in November and ends December 12th. November 12th is the Veteran's Honor Run, with the ceremony being on November 11th at 11:11AM at Veterans Memorial. November 19th is the Christmas Tree Lighting Ceremony and on December 3rd we will have Pizza with Santa at Bendle High School.

Mr. Fenner gave a report on the DDA Meeting he attended this morning. The DDA is doing a Christmas decorating contest for the businesses in the downtown area. Today, I also attended the Election Commission Meeting. I learned a couple things. This year the state is allowing Clerk's to do early pre-processing of absentee ballots which includes opening ballot envelopes to prepare for counting. Our Clerk and the Election Commission have decided not to do that. I was encouraged by that. Also, there is a public testing of our election machines on November 1st at 10:00AM at the Clerk's Office. The public is welcome.

Mrs. Conley stated the Clerk has provided me with a voter guide from the League of Women's Voters that has information on the candidates and proposals on the ballot. They are available in the Clerk's Office or you can find it at www.vote411.org.

I. AUDIENCE PARTICIPATION

Jessica Hann of 5451 Maplewood Meadows in Burton spoke regarding the curbs in her subdivision. She has made multiple attempts to contact the city, DPW and City Council with no response. The curb is cracked in front of the storm drain and I would like to know when it will be fixed.

Terry Gabriel of 5167 Lapeer Rd in Burton spoke regarding the property at 4230 Leith Street that is on the demolition list. I did not receive the notification sent to the property. I did not find out it was on the demo list until after the hearing. I have a buyer for the house but I am having trouble getting the deed. I am asking the council to reconsider the demolition.

Amanda Mobley of Packard Avenue in Burton stated she is the current president of the Bentley School Board. She is running again for the Bentley School District because of the collaboration on the board. I want to continue to serve the community.

Dawn McDaniel of 1388 Clairwood Drive of Burton stated she was appointed to the Bentley School Board. We work hard everyday for the students of Bentley. I would appreciate your support in my re-election.

J. COUNCIL DISCUSSION

Mr. Smith provided an update on Burton Project Heats On that took place this past Saturday. It was a successful event. We serviced over 50 homes and we have 34 sponsors. Thank you to everyone including Goyette Mechanical and Bentley Schools. Over the past 13 years, we have serviced over 700 homes with this program. He asked for an update from Mr. Abbey about Jessica Hann's concerns.

Mr. Abbey stated I did receive the complaint and we have gone out to visit the site. Our engineer and the inspector have gone out as well as the Mayor and myself. We are aware of it. There are several locations like this in the subdivision. The project was never a complete rebuild. The curb she refers to is cracked. They are not structural failures, they are just cosmetic in nature. The engineers and field inspectors made the determination which ones had to be cut out and replaced. The residents in the neighborhood were told at the time the petitions were circulated that this was a mill and fill with some drainage improvements and not a reconstruct. This was due to the cost and how it can escalate so fast. The cost would have been four times more than what these homeowners are paying, that is why it was done this way.

Mr. Smith asked Mr. Abbey about Mr. Gabriel and the Leith Street property.

Mr. Abbey stated council took action to demolish a home that has been sitting vacant in very bad shape for many years. I am not sure the building official will let them rehab this home. It has collapsed walls and at one time, 7-8 feet of water in the basement. There are a lot of complaints from neighboring residents. It is an eye sore. I feel bad about this. I like Terry, he was a good and loyal employee of the city. That doesn't negate the problem in the community or the danger to the community. If it could be rehabbed, we would have to put them on a strict timeline. It would be a challenge for anyone to make this a profitable home. We did go out of our way to contact Terry at different times. He may not have received the letter but he has been contacted over the years.

Mrs. Conley stated The Answer Center on Hemphill Road is there for any young girls who may need help. They have diapers, formula and other baby items. They offer counseling. I want to thank the council for donating to this great cause.

Mr. Hull stated I would like to thank Vaughn Smith for his hard work with Project Heats On. Being able to service 40 furnaces is not easy. Furnaces are one of the most difficult things

to find funding for and it is one of the most important components of a house. This is a tremendous achievement.

Mr. Martinbianco stated I do not defend the commentary of the Deputy DPW Director with Mark Ferrand on Maplewood Meadows regarding his questions about the reconstruction of the subdivision. The engineer also told him that the original road was not up to specifications. Is there a correction we can make that will be under budget? Maybe our share should be a little more for the remediation there. This should have been done. Also, in the minutes of the last meeting, Mr. Abbey had indicated there was a loss of \$459,000 loss in the water investment fund. We are not talking about a loss in investment income, but rather a loss in the net asset value of the fund, correct?

Mr. Abbey said, that is correct. Just like everything in the stock market, it is down about 40% for the year.

Further discussion regarding the stock market and losses.

Mr. Martinbianco stated he will be calling the Treasurer and Controller regarding this and other things. He asked the Clerk for an update on how we are doing with the new legislation (HB4451) put into place on October 20th.

Ms. Boggs stated the new legislation includes absentee ballot drop box requirements and allows for pre-processing of absentee ballots. As far as the ballot drop box requirements, this doesn't effect us too much because all of the requirements included are items we already do. Such as the drop box being cemented into the ground and locked, lighting and video monitoring are in place, it has a single mail slot, election officials are the only ones with access, a log is kept of when it is emptied, who empties it and how many ballots are retrieved, ballots are locked up and secured after retrieval. We do not have to make changes to abide by the new legislation. For pre-processing, there are a number of things required. However, I do not intend to participate in pre-processing. We set our election structure months ago and this legislation came in at the 11th hour. I set the structure of our precincts to add additional absentee counting boards for a total of four to account for the increase in absentee ballots. This council was gracious enough to help me with the funding for new tabulators several years ago to do this. I did this to allow processing of the ballots in a timely fashion and reporting results in a timely fashion. The City of Burton will not participate in the pre-processing for the November 8th election and I may revisit this at a later time when more detailed information is available.

Mr. Martinbianco stated if you have an update that you can furnish the council, we would appreciate it. Thank you for your efforts.

Mr. Fenner stated again, the Election Commission Meeting was very informative and I encourage the council to attend. The Clerk and our Commission have discussed an additional camera for the drop box to make it even more secure. They are doing everything possible to make sure that if there are any questions, we have an answer to it.

K. COUNCIL ACTION

1. Approve and authorize the payment of Attorney Billing (Doyle) 9/28/22 to 10/11/22 in the amount of \$4,535.00.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Christina Hickson, Councilwoman
AYES:	Martinbianco, Smith, Fenner, Conley, Hull, Hickson
EXCUSED:	Heffner

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

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

3. 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 open cut lateral and point repairs to the City of Burton's Sanitary Sewer System at a cost not to exceed \$26,300.00

Mr. Martinbianco asked for clarification. Did they not get this in their initial evaluation?

Mr. Abbey stated there are eight sections that we had collapsed laterals. This is going to be an open dig and more of a maintenance problem. They couldn't be lined because they are so collapsed in the ground. We have to be careful. They are in such bad shape that they could go anytime. If they do, the emergency repairs would be horrible. We have to plan to fix them.

Further discussion on the collapsed laterals.

Mr. Martibianco would like to have the addresses of these locations.

Mr. Abbey stated most of these are underground in right of ways in the greenbelt.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Gregory Fenner, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Smith, Fenner, Conley, Hull, Hickson
EXCUSED:	Heffner

4. Approve and authorize the Mayor and City Clerk authority to sign, and the City Controller authority to issue a payment of one dollar (\$1.00) for a full compensation payment to Gregory Benjamin of 1037 Carla Blvd Davison, MI 48423, for granting of a permanent watermain easement on and across parcel #59-24-551-034 as part of DPW project#22-001-W

Mr. Fenner asked for clarification about the location of the property.

Mr. Abbey stated it is part of the water-main extension along Atherton Road. There has to be separation of so many feet, 10 feet between utilities. To get that, we had to get an easement from Mr. Benjamin for 10 feet into his property in front of Captains Quarters. We have had to this over the years. Mr. Benjamin has agreed to do it for \$1.00 and we should be very grateful to him on behalf of the residents.

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

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

Meeting was adjourned at 8:05 PM.



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BURTON CITY COUNCIL MEETING
OCTOBER 3, 2022
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: TOM MARTINBIANCO

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

C. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Vice President	Present	
Steven Heffner	President	Present	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Councilman	Present	
Christina Conley	Councilwoman	Present	
Greg Hull	Councilman	Present	
Christina Hickson	Councilwoman	Late	7:06 PM

D. APPROVAL OF AGENDA

1. Motion to Approve the Agenda as Presented.

Mr. Martinbianco asked about making alterations to the agenda after closed session if necessary.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Gregory Fenner, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

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

Mr. Fenner made a motion to approve items 1-10 under approval of minutes. Supported by Mr. Martinbianco.

1. City Council - Special Meeting - Sep 19, 2022 5:30 PM

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Gregory Fenner, Councilman
SECONDER: Tom Martinbianco, Vice President
AYES: Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

2. City Council - Special Meeting - Sep 19, 2022 5:45 PM

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Gregory Fenner, Councilman
SECONDER: Tom Martinbianco, Vice President
AYES: Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

3. City Council - Special Meeting - Sep 19, 2022 6:00 PM

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Gregory Fenner, Councilman
SECONDER: Tom Martinbianco, Vice President
AYES: Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

4. City Council - Special Meeting - Sep 19, 2022 6:15 PM

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Gregory Fenner, Councilman
SECONDER: Tom Martinbianco, Vice President
AYES: Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

5. City Council - Special Meeting - Sep 19, 2022 6:30 PM

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Gregory Fenner, Councilman
SECONDER: Tom Martinbianco, Vice President
AYES: Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

6. City Council - Regular Meeting - Sep 19, 2022 7:00 PM

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Gregory Fenner, Councilman
SECONDER: Tom Martinbianco, Vice President
AYES: Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

7. City Council - Special Meeting - Sep 20, 2022 5:45 PM

Minutes Acceptance: Minutes of Oct 3, 2022 7:00 PM (APPROVAL OF MINUTES)

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Gregory Fenner, Councilman
SECONDER: Tom Martinbianco, Vice President
AYES: Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

8. City Council - Special Meeting - Sep 20, 2022 6:00 PM

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Gregory Fenner, Councilman
SECONDER: Tom Martinbianco, Vice President
AYES: Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

9. City Council - Special Meeting - Sep 20, 2022 6:15 PM

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Gregory Fenner, Councilman
SECONDER: Tom Martinbianco, Vice President
AYES: Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

10. City Council - Special Meeting - Sep 20, 2022 6:30 PM

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Gregory Fenner, Councilman
SECONDER: Tom Martinbianco, Vice President
AYES: Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

G. ADMINISTRATIVE REPORTS

Mayor Haskins gave a report on the following:

- October is Breast Cancer Awareness Month and I would like to remind everyone to get screened.
- Attorney Forbush from Plunkett & Cooney is here tonight requesting a closed session under section 8E of the Open Meetings Act for a potential settlement offer. This will not require a vote tonight.
- Saturday, October 15th from 10AM-2PM, The Fire Department is hosting an Open House for fire prevention at Fire Station #2 at Belsay and Lapeer. There will be food, demonstrations, and activities for the kids. All are welcome.
- Project Heats On will take place on October 15th to help our residents in need. Councilman Smith will provide more details.
- Saturday, October 22nd, Parks & Recreation will have the Trick or Treat Trail at Bentley High School at 12PM. We are still in need of vendors to pass out candy. Call Amy, Parks & Rec Director at City Hall to sign up.
- I passed out an email from Pam Hill with Plante Moran regarding the grant reimbursement we received from the state. The money was deposited into the water fund.

- Mr. Abbey has an update on Vassar Road.

Mr. Abbey stated we are getting inquiries about the condition of Vassar Road. It is currently under construction. It was a chip seal project as part of the preservation project the council adopted on April 4th, unanimously. What we are doing is a 2-part process. We crack seal and patch the deep holes. Then you chip seal and micro-surface. These are two different contractors and processes under the same contract. They are running behind. They stated they will be there between Monday and Wednesday of this week for the second part of the project. This road has been neglected for many, many years. The city does not have enough money to reconstruct these roads. We have to use different processes to preserve them. It has to be done by October 15th.

Discussion continued about the preservation process.

Mr. Heffner stated I think this road is past its life expectancy.

Mr. Abbey stated we are doing as many roads as we can. The council and the administration ought to be proud. We have three TIP projects scheduled next year. When we have the money, we move projects up. We are always trying to find ways to stretch the dollar.

Mr. Martinbianco stated one thing that is bothersome to me is that Davison Township gets an allocation from the Road Commission and we have not corresponded with them to help out with funding.

Mr. Abbey stated we have talked to Mr. Slezack about this as well as joint water projects. We do partner with neighboring communities and ask them to be involved in projects. We are applying for more grants than we have in a long time.

Mr. Martinbianco stated the council would like to be privy to these conversations with other municipalities. For you to internalize them, I don't think that's a very good policy.

Mr. Abbey stated what makes good policy is the statutes. They tell us how to fund these roads and who gets funding, such as Act 51 dollars. We will keep you updated.

Mr. Fenner asked, did you say this is a four part process and three have been done?

Mr. Abbey stated all of these processes are designed to keep water out of the cracks so when the weather turns and starts freezing, they don't pop and swell. We mill them off and they heave back up. It's an ongoing process. Some of these roads were put in 50-70 years ago. The temperatures have to be right for some of these processes.

Mayor Haskins stated I see we have residents from Brookwood here tonight. I want to thank State Representative Sneller for scheduling a meeting between myself and LARA. We made some headway. I learned that the Brookwood property is a licensed facility. LARA has a website for filing complaints. Residents can Google Michigan LARA and type in the search bar "group home" or "foster care" to see licensed facilities and file a complaint. This is documented and they check it regularly. We are also hoping for an update from LARA on Flat Rock. We have sent them statistics as far as how many calls we are receiving and types of calls. For clarification, group homes with four or less residents do not have to be licensed through LARA. Whether a facility is licensed or not, the law does not allow the City of Burton to treat this as a commercial business. This is still a residence. This is where the confusion comes in. We have a meeting scheduled with Genesee Health Systems regarding the group homes with four or less residents to try to get a resolution for our neighboring residents.

H. COMMITTEE REPORTS

Mr. Hull stated he has fliers and sponsorship forms for the Trick or Treat Trail. If you need them, call or email me and I will get them to you. Thank you to Jeremy Scharrer for doing the fundraiser for Hurley Children's Hospital at Fire Station #1. This was a good event.

Mrs. Conley stated we are looking for volunteers for the last week of October to put up Christmas tree lights.

1. Motion to go into Closed Session after Audience Participation under section 8E of the Open Meetings Act for an update on pending city litigation.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Tom Martinbianco, Vice President
SECONDER:	Christina Hickson, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

I. AUDIENCE PARTICIPATION

Kevin Burge of Genevieve Street in Burton spoke regarding the need to have an ambulance service stationed in the City of Burton.

Martha Ford of Brookwood Drive in Burton asked about zoning restrictions in her neighborhood that could help with the adult care facilities.

Jean Lewis of Brookwood Drive in Burton spoke regarding speeding, trash, noise, and disturbances on her street being caused by the adult care facility.

David Lewis of Brookwood Drive in Burton spoke regarding a delivery service, employees and clients speeding down the road in their neighborhood. He would like to see cameras put in on the street.

Terri Dolan of Brookwood Drive in Burton expressed concerns about the adult facility across the street. There is a lot of cars and activity going on. Another one is going in next door to me. I feel bombarded and that my property value will suffer.

Harriet Batson of Brookwood Drive in Burton thanked the Mayor and Council for trying to help with the situation on Brookwood Drive. She recently had a very abusive encounter with a person leaving the adult facility who was speeding.

Jim Craig of Hidden Trails in Burton thanked Mr. Abbey for getting Vassar Road done. This is the 10th anniversary of the Veterans Honor Run. We appreciate your participation.

City Council went into closed session at 7:54 PM.

City Council returned from closed session at 8:18 PM.

J. COUNCIL DISCUSSION

Mrs. Conley stated The Answer Center is a Burton business on Hemphill Road and they have baby clothes, diapers and formula for anyone that needs it. They also accept donations of clothing and baby supplies. I gave everyone a baby bottle to fill up with change. I have been getting a lot of phone calls about the proposals on the ballot. I don't know if the Burton View could do an article or voters can come in to see the Clerk. They are difficult to understand and people need to be educated. There are three proposals, right?

Ms. Boggs stated there are four proposals. Proposal 1 involves a term limit of 12 years for state legislators, Proposal 2 is for election provisions, Proposal 3 is in regards to individual rights to reproductive freedom and there is a Genesee County Proposal for services for Veterans and dependents. Anyone wanting to read the proposal language can go to www.gc4me and click on County Clerk and Election Division. We also have proposal language printed on the counter in the Clerk's Office.

Mayor Haskins stated you know the Clerk cannot decipher and explain the proposal language.

Mrs. Conley stated I understand Racheal can't do it. If voters have the proposals ahead of time, they will have time to ask questions or call their State Rep or council person. Proposals are always tricky.

Mr. Hull stated the Flat Rock issue comes up at every meeting. Can this council pass a resolution to send along in show of our support. I feel helpless. We have done everything we can and I feel terrible for these people. What else can we do?

Mr. Heffner suggests hiring a part time Police Officer specifically for this issue or placing a patrol car there in a driveway. We can allocate some money toward this, whatever it costs.

Mr. Hull stated I would defer to the Chief for this. Our Police are doing what they can. I would like to show the public that we are doing what we can.

Further discussion regarding placing Police Officers at the group homes in the city.

Mayor Haskins stated if it was easy to hire officers, we would have been at full staff two years ago. We have had 617 police calls just from Flat Rock since February. An officer has to be there when these things are going on.

Discussion on the amount and types of complaints received from the Flat Rock properties.

Mr. Heffner mentioned speed bumps or rumble strips. We can have the attorney draft a resolution.

Mr. Martibinaco stated we are not unique. This has to be happening in other communities throughout the state. The MML is a great resource for this. If we collaborate, we can come up with something.

Mr. Hull stated I will draft something and let the attorney review it, if that's alright.

Council concurred.

Mrs. Conley stated in response to Mr. Burge's comments, my parents live with me and we have had to use ambulance service a lot and we have not waited longer than five minutes for an ambulance. I appreciate everything they are doing.

Mr. Fenner stated the proposal put in front of us at the 911 Consortium was not to guarantee that an ambulance be stationed in Burton it was instead to guarantee a response time of 8 minutes and 59 seconds 80% of the time. The other part that there are questions about is if a back-up ambulance is used, if that is included in the 80% agreement. Also, do they call the closest most readily available ambulance. This is why we are taking a wait-and-see approach. This is a work in progress.

Mr Heffner stated I can correct you on a few things. This never came before the council. We were notified that the administration had signed a service agreement. It needs to come to council for approval.

Discussion continued regarding 911, ambulance service within the city and a service agreement versus a contract.

Mr. Smith stated if you are a Burton resident, own your home and are current on your water, sewer, and property taxes and your furnace is not working properly, we have a program called Burton Project Heats On. You can fill out a confidential application found in the Burton View, at Burton City Hall or the Senior Center. Applications are due October 5th. It is free. We partner with Goyette Mechanical to make sure your home is providing clean, safe heat. We do over 40 homes each year. This is our 13th year and we have done over 700 homes since the project began.

Mr. Martinbianco stated in regards to a memorandum from the Mayor, I would like to know which account the reimbursement went into and an account balance through September, so we can move the money as soon as possible, if needed.

Mayor Haskins stated the money is grant money, so you cannot move it. That's the way the state reimbursed us.

Mr. Heffner stated we can move other money out of there to repay the loan. Madam Controller, do you have the balance?

Ms. Holbrook stated the unassigned fund balance in the water department is \$2,276,155.76. This includes the grant money.

Mr. Heffner stated we have close to \$1 million that is unrestricted that the council could transfer, correct?

Ms. Holbrook stated it can only be transferred into the general fund.

Mr. Smith stated I think we appropriated \$672,000. I am trying to figure out if we will have enough money after expenses. What comes in from revenue is going out. I know we need to pay it back. Does it have to be done all at once?

Mayor Haskins stated like we have said over the last three years, the water fund is very fragile. If you pull \$670,000 out of water to put back in general fund which is a very healthy fund, be prepared to raise water rates. Any money you take out of the water account, you are creating a more delicate fund balance, period. I am not debating it. These are the facts, black and white in the budget and you can see it. We have said it from day one, the fund is fragile.

Mr. Martinbianco asked about the obligations and what we can afford to pull out. We cannot continue to supplement from the general fund.

Mr. Smith expressed concerns about the net revenue of expenditures and putting the money in and then having to take it back out to keep the account in the black.

Mr. Abbey stated council has to make the ultimate decision. The water fund will always be delicate. We have made major cuts in the last couple of years, and made changes with financing that have us tracking in the right direction. When we took the \$1.4 million out of there to build the water system on Joyce and Menominee, that's what originally put us in the red. After that, when the rates didn't keep up with the demand, it compounded the

problem. After we restructured with the Woodhill Group, when the Mayor was elected, we revisited it and readjusted it. We are now tracking right where we should be. We want to track a little ahead for a rainy day fund similar to your personal finances. We still have an aging system. DWRP fixed one third of the system. The other two thirds is aging everyday as well. Start thinking in terms of building the fund balance so we are able to operate the system both short term and long term so we don't get into a situation where we have to raise rates. We are only half of this equation. If KWA or the Genesee County Drain office decides to increase rates, it is passed through to us. If this happens we want a cushion to buffer that. I want you to think about that because we need to be smart about it.

Mr. Heffner asked, isn't it now built into the system where the residents pay a portion that goes into future projects? That's what we were told by the Woodhill Group and the former administration.

Mr. Abbey said, yes. That is the fixed cost. If rates go up from outside entities, that is not built into it. It's in our ordinance that those fees get passed on to the consumers.

Discussion continued on water rates, the water account, pass through.

Mr. Abbey stated we just lost \$459,000 in our investment funds in the water department. When the market is down, that's where our money is invested. We have to hope it comes back up. This has depleted our cash on hand.

Mr. Martinbianco stated our debt service comes to about \$1.5 million per year to ensure we are taking care of our bond obligations.

Mr. Abbey stated that has to be done, by law. We entered into a contract when we took the loan.

Mr. Martinbianco asked if we have received a report on phase one or two of the SRF. I have not received anything and we are beginning phase three.

Mr. Abbey stated phase two has not wrapped up yet. The time lines will always overlap. We did receive the news that we are not approved for phase three of the SRF funding. Amber did a great job disputing this. Council made a five year plan to fix our sewer system that was dilapidated. This was with no guarantee of loan forgiveness. Now the program has changed to include loan forgiveness and all the big municipalities come to the table asking for millions of dollars. We were going to be cut out of the will, so to speak. We had to fill out forms and go through some processes to argue this. We did get eligibility for year three and likely year four.

Discussion continued on the SRF project and interest rates.

K. COUNCIL ACTION

1. Approve and authorize the payment of Attorney Billing (Doyle) 9/14/22 to 9/27/22 in the amount of \$4,603.00.

RESULT: CARRIED [UNANIMOUS]
MOVER: Christina Conley, Councilwoman
SECONDER: Christina Hickson, Councilwoman
AYES: Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

2. Approve and authorize the payment of Attorney Billing (Masud) 8/1/2022 to 8/29/2022 in the amount of \$3,835.32.

Mr. Martinbianco would like to have a meeting with the MASUD Attorney to give us an update.

Mayor Haskins stated there is nothing new at this time.

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

3. Approve and authorize the request for a Residential Sanitary Water & Sewer Installer's License for Waldorf and Sons, Inc., 9118 North Dort Highway, Mt.Morris, Michigan.

RESULT: CARRIED [UNANIMOUS]
MOVER: Gregory Fenner, Councilman
SECONDER: Christina Conley, Councilwoman
AYES: Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

4. Approve and authorize the Mayor and Clerk to execute a contract with Andy's Roofing, 3140 Kleinpell Street, Burton, MI 48529, in the amount of \$49,875 for the Re-Roofing of the City Hall Building.

RESULT: CARRIED [UNANIMOUS]
MOVER: Tom Martinbianco, Vice President
SECONDER: Christina Hickson, Councilwoman
AYES: Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

5. 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 State Revolving Fund for improvements Phase 3 to the City of Burton's Sanitary Sewer System at a cost not to exceed \$199,500.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Gregory Fenner, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

6. Approve and authorize the following 2022-2023 budget amendment: Increase 2069-2069-931.0001 Repair and Maintenance for Burton Memorial Library by \$12,000; Decrease Senior Center Fund Balance by \$12,000.

Mr. Heffner asked, why are we doing this budget amendment? Didn't we approve this in last years budget?

Ms. Holbrook stated this is a governmental fund with a line item. It does have to be in the line versus an enterprise fund where it does not. It is a capital asset.

Mr. Heffner stated so, it went back into general fund.

Ms. Holbrook said, no. It doesn't go back to general fund for three years. It is in the senior center fund. The library is in the senior center fund. It is staying there moving from the fund to be allocated as an expenditure.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Greg Hull, Councilman
SECONDER:	Christina Hickson, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

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

Meeting was adjourned at 9:01 PM.



ADOPTED

AGENDA ITEM (ID # 5529)

DOC ID: 5529

**Approve and authorize the payment of Attorney Billing
(Doyle) 9/28/22 to 10/11/22 in the amount of \$4,535.00.**

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Christina Hickson, Councilwoman
AYES:	Martinbianco, Smith, Fenner, Conley, Hull, Hickson
EXCUSED:	Steven Heffner



ADOPTED

AGENDA ITEM (ID # 5531)

DOC ID: 5531

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

ATTACHMENTS:

- K1 Concrete Application (PDF)

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



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

Application for Sewer & Water Installer License

Date: October 13, 2022 License Expiration: April 19, 2022
Name of Applicant: Terry Potter
Applicant Address: 10009 Taymouth dr Montrose MI 48457
Phone Number: 810, 869-4163 Email: charispotter@gmail.com
Name of Business: K1 Concrete, INC
Business Address: 10009 Taymouth dr Montrose MI 48457
Phone Number: 810, 247-0611 Plumbing License #: 2101052393

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

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

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

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

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

THIS APPLICATION MUST BE SIGNED BEFORE A NOTARY: _____

Signature of Applicant

Subscribed and sworn before me a Notary Public in and for the County of Genesee, State of Michigan this 13th day of October, 20 22.

Rachul Frost

Notary Public

10-4-2026

Commission Expires

SHARE

MORE

FILE

VIEW ONLY

CLOSING DOCS 11241 WEBSTER



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 10/13/2022

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

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

PRODUCER Bois Insurance Agency Inc 1456 E. Pierson Road P.O. Box 420 Flushing MI 48433	CONTACT NAME: JEFF JAMES PHONE (A/C, No, Ext): (810) 659-7330 FAX (A/C, No): (810) 659-8910 E-MAIL ADDRESS: JEFF@BOISINSURANCE.COM														
INSURED K1 CONCRETE INC 10009 TAYMOUTH DR MONTROSE MI 48457-9730	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: EMCASCO Insurance Company</td> <td>21407</td> </tr> <tr> <td>INSURER B: Employers Mutual Casualty Company</td> <td>21415</td> </tr> <tr> <td>INSURER C: Atlantic States Ins Co</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: EMCASCO Insurance Company	21407	INSURER B: Employers Mutual Casualty Company	21415	INSURER C: Atlantic States Ins Co		INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Atlantic States Ins Co															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** CL226810640 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			5D88642	06/07/2022	06/07/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			5E88642	06/07/2022	06/07/2023	GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/PROP AGG \$ 2,000,000
							Empl Practices Liab Ins \$ 100,000
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			5J88642	06/07/2022	06/07/2023	BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							PIP-Broadened or named \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			3000269335	06/07/2022	06/07/2023	PER STATUTE ☒ OTH-ER ☐
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER
CANCELLATION

City of Burton 4303 S. Center Road Burton MI 48519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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BOND NO. 66424350

SEWER DIGGER'S BOND

KNOWN ALL MEN BY THESE PRESENTS: That We, K1 Concrete Inc. of the City, Township or Village of Montrose, State of Michigan, hereinafter called the Principal and WESTERN SURETY COMPANY, hereinafter called the Surety, a corporation organized under the laws of the State of South Dakota, with its home office in the City of Sioux Falls, in the said state are held and firmly bound unto the City of Burton, a Municipal Corporation of the State of Michigan, hereinafter called the Obligee, in the sum of Ten Thousand and no/100ths Dollars (\$10,000.00), lawful money of the United States of America; for the payment whereof to the Obligee, the Principal/Principals bind (s) himself/themselves, his/their heirs, executors, administrator, successors and assigns, and the surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the above named Principal is about to engage in the business of tapping and making connections with sewers and other service pipes and excavating for that purpose within the streets, lanes and alleys of the City of Burton in accordance with the provisions of Ordinance No. 56 as amended, entitled, "An Ordinance providing for the operation of Public Sewers and Sewer Systems within the City of Burton, connections thereto and use thereof; Providing penalties for violations, and providing for other related matters." Adopted August 4, 1969, and has made application for a license therefore as provided in said ordinance during the period between ~~April 1st~~ ^{October 13th} 2022, and March 31, 2023. Therefore, if the above named Principal shall well and faithfully comply with all the provisions of said ordinance and those of all other ordinances of the City of Burton relative to said business and shall save and keep harmless the said City of Burton from any and all claims or suits for damages resulting from any violation thereof by him or his employees in case such license is issued, then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 13th day of October A.D., 2022.



(Power of Attorney with seal thereon, must be attached)



K1 Concrete Inc.

Principal

BY:

WESTERN SURETY COMPANY

Surety

BY

(Attorney-in-fact)

Paul T. Bruflat, Vice President

Attachment: K1 Concrete Application (5531 : Residential Sanitary Water & Sewer Installer's License)

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

One Sewer Digger City of Burton

bond with bond number 66424350

for K1 Concrete Inc.

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

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 13th day of October,
2022.

ATTEST

P. Leitheiser

P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

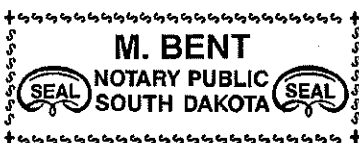
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 13th day of October, 2022, before me, a Notary Public, personally appeared
Paul T. Bruflat and P. Leitheiser

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



My Commission Expires March 2, 2026

Notary Public

M. Bent

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

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

Received From:
 K1 CONCRETE

Date: 10/13/2022 Time: 3:34:03 PM
 Receipt: 110762867 *** REPRINT ***
 Cashier: 006
 Workstation: Drawer: 1

ITEM REFERENCE	AMOUNT
LICENSE LICENSE FEES	
WATER	
1001-0000-450.0000	\$100.00
LICENSE LICENSE FEES	
SEWER	
1001-0000-450.0000	\$100.00
SUB-TOTAL	\$200.00

Total Tendered: \$200.00
 ORDER #:
 68848a2d-71d7-4aaa-9529-9e7c17304995
 Credit Card Type Visa
 CC Processing Fee \$5.90
 CREDIT CARD XXXXXXXXXXXXXXXXXXXXXXXXXXXX
 XX4995
 Grand Total: \$205.90
 Change: \$0.00

Attachment: K1 Concrete Application (5531 : Residential Sanitary Water & Sewer Installer's License)



ADOPTED

AGENDA ITEM (ID # 5522)

DOC ID: 5522

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 open cut lateral and point repairs to the City of Burton's Sanitary Sewer System at a cost not to exceed \$26,300.00

COMMENTS - Current Meeting:

Mr. Martinbianco asked for clarification. Did they not get this in their initial evaluation?

Mr. Abbey stated there are eight sections that we had collapsed laterals. This is going to be an open dig and more of a maintenance problem. They couldn't be lined because they are so collapsed in the ground. We have to be careful. They are in such bad shape that they could go anytime. If they do, the emergency repairs would be horrible. We have to plan to fix them.

Further discussion on the collapsed laterals.

Mr. Martibianco would like to have the addresses of these locations.

Mr. Abbey stated most of these are underground in right of ways in the greenbelt.

ATTACHMENTS:

- pro_abbey_srf_design_add-on_opencut_20221010_signed (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Gregory Fenner, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, Smith, Fenner, Conley, Hull, Hickson
EXCUSED:	Steven Heffner



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

October 10, 2022
File: 207585004

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 Open Cut Lateral and Point Repairs

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 repairs identified during construction of Phase 2 of the City's SRF Wastewater Improvements project. 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, and construction of Phase 2 of that project is nearing completion. The bulk of the SRF project is focused on trenchless rehabilitation by Cured-In-Place Pipe (CIPP), including section liners on the mainline pipe and lateral liners where appropriate. During construction, the contractor has identified 11 locations on 8 pipes where the condition of the lateral or mainline has deteriorated to the point where they are unable to perform the trenchless CIPP repair as intended. In some cases this is due to the advancement of the deterioration that was originally observed in the 2016 inspections, in others the true severity of the defect emerged when attempting to prepare the pipe for rehabilitation.

Due to the nature and scope of these repairs, they cannot be included as a part of the ongoing Phase 2 construction contract. The additional work would exceed the 6% threshold for change orders allowable within the SRF program, and delay closure of the construction project into 2023. The City has opted instead to prepare a design package for competitive bidding in the next several months, with construction anticipated for Spring of 2023.

The objectives of the rehabilitation are to repair 8 lateral connections, and 3 sections of mainline sewer on the following pipes:

- SSPIPE-3884 – two lateral connections
- SSPIPE-2880 – one lateral connection
- SSPIPE-2867 – two lateral connections
- SSPIPE-2869 – one lateral connection
- SSPIPE-2733 – one lateral connection

October 10, 2022
 Amber Abbey, DPW Deputy Director
 Page 2 of 5

Reference: Proposal for Professional Services for the Design of Open Cut Lateral and Point Repairs

- SSPIPE-3250 – mainline repair and one lateral connection
- SSPIPE-2600 – mainline repair
- SSPIPE-3238 – mainline repair

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.
- 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 repair locations.
- Within the sewer and lateral repair 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.
- Perform detailed review of the CCTV information to further assess and develop rehab scope.
 - Assess the need for supplemental CCTV (to be done by others).
 - Characterize design parameters, lateral replacement and sewer repair extent.
- 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.
- Prepare a preliminary estimate of EOPCC based on the findings of this phase of work.

Design with community in mind

October 10, 2022
 Amber Abbey, DPW Deputy Director
 Page 3 of 5

Reference: Proposal for Professional Services for the Design of Open Cut Lateral and Point Repairs

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 repairs, as 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.
- 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 review and approval.
- Attend design review meetings with the City. It is assumed that 2 meetings with the City will be necessary during the design phase.
- Prepare an updated EOPCC for the project at the 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.

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 repair design.

Design with community in mind

October 10, 2022
 Amber Abbey, DPW Deputy Director
 Page 4 of 5

Reference: Proposal for Professional Services for the Design of Open Cut Lateral and Point Repairs

- 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.
- We assume that no easements will be necessary for replacement of service leads.
- Supplemental CCTV inspections, if needed, will be conducted by PACP certified City staff at the direction of Stantec.
- 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.
- As a repair project, this project will not be submitted for agency approval by EGLE and GCDCWWS.

Project Schedule

We propose to follow the schedule below to meet the City's desire to begin construction in March 2023.

ACTIONS	PROPOSED DATE
City Council Authorization	October 17, 2022
Project Kickoff and Field Work	October 24, 2022
Submittal of Draft Plans and Specifications	November 23, 2022
Submittal of Final Plans and Specifications	December 14, 2022
Publication of Bid Advertisement (no later than)	January 6, 2023
Opening of Bids (no later than)	January 27, 2023
City Council Resolution for Tentative Award	February 6, 2023
Construction Start	March, 2023

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 \$26,300.

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.

Design with community in mind

October 10, 2022
 Amber Abbey, DPW Deputy Director
 Page 5 of 5

Reference: Proposal for Professional Services for the Design of Open Cut Lateral and Point Repairs

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.

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



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

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 _____, 2022.

Per: City of Burton

 Print Name & Title

 Signature

Attachment: Terms & Conditions
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Design with community in mind



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.



FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.



ADOPTED

AGENDA ITEM (ID # 5527)

DOC ID: 5527 A

Approve and authorize the Mayor and City Clerk authority to sign, and the City Controller authority to issue a payment of one dollar (\$1.00) for a full compensation payment to Gregory Benjamin of 1037 Carla Blvd Davison, MI 48423, for granting of a permanent watermain easement on and across parcel #59-24-551-034 as part of DPW project#22-001-W

COMMENTS - Current Meeting:

Mr. Fenner asked for clarification about the location of the property.

Mr. Abbey stated it is part of the water-main extension along Atherton Road. There has to be separation of so many feet, 10 feet between utilities. To get that, we had to get an easement from Mr. Benjamin for 10 feet into his property in front of Captains Quarters. We have had to this over the years. Mr. Benjamin has agreed to do it for \$1.00 and we should be very grateful to him on behalf of the residents.

ATTACHMENTS:

- Easement signed (JPG)
- 855070_59_24_551_034_Esmnt-1 (PDF)

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

GENERAL EASEMENT FOR PUBLIC UTILITIES CONSTRUCTION AND MAINTENANCE

KNOW ALL MEN BY THESE PRESENTS: That Gregory Benjamin, Trust, Grantor, whose address is, 1037 Carla Blvd Davison, MI 48423 for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid to them by the City of Burton, Grantee, whose address is 4093 Manor Drive, Burton, MI 48519, does hereby grant, convey and release to the said Grantee a permanent easement in which to construct, operate, maintain, repair and/or replace over, across, under, and through the following parcels of land situated in City of Burton, Genesee County, Michigan described as: Parcel No. 59-24-551-034:

LOT 1 EXCEPT N 100 FT & LOT 2 HILL-LAWN ACRES

The easement herein granted and right of way thereon being 5 x 200 feet in width described as:

A PUBLIC EASEMENT FOR WATER MAIN PURPOSES, BEING THE SOUTH 5 FEET OF THE WEST 200 FEET OF LOT 1 EXCEPT N 100 FT & LOT 2 HILL-LAWN ACRES, CONTAINING 1,000 NET SQ FT OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS, RESTRICTIONS AND OTHER PERTINENT INSTRUMENTS.

And to enter upon sufficient land adjacent to said easement and right of way for the purpose of the construction, repair and/or replacement thereof. This conveyance includes a release of any and all claims for damage arising from or incidental to the exercise of any of the foregoing powers.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their representatives, successors, and assigns.

IN WITNESS WHEREOF the said Grantors have hereunto affixed their signature this 11th day of October, A.D., 2022.

Signed, sealed and delivered in the presence of:

Gregory Benjamin, Trust

Gregory Benjamin (seal)

STATE OF ~~MICHIGAN~~ Florida
COUNTY OF ~~GENESEE~~ Lee

On this 11 day of October, 2022, before me a notary public in and for said County, personally appeared Gregory Benjamin to me known to be the person who described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

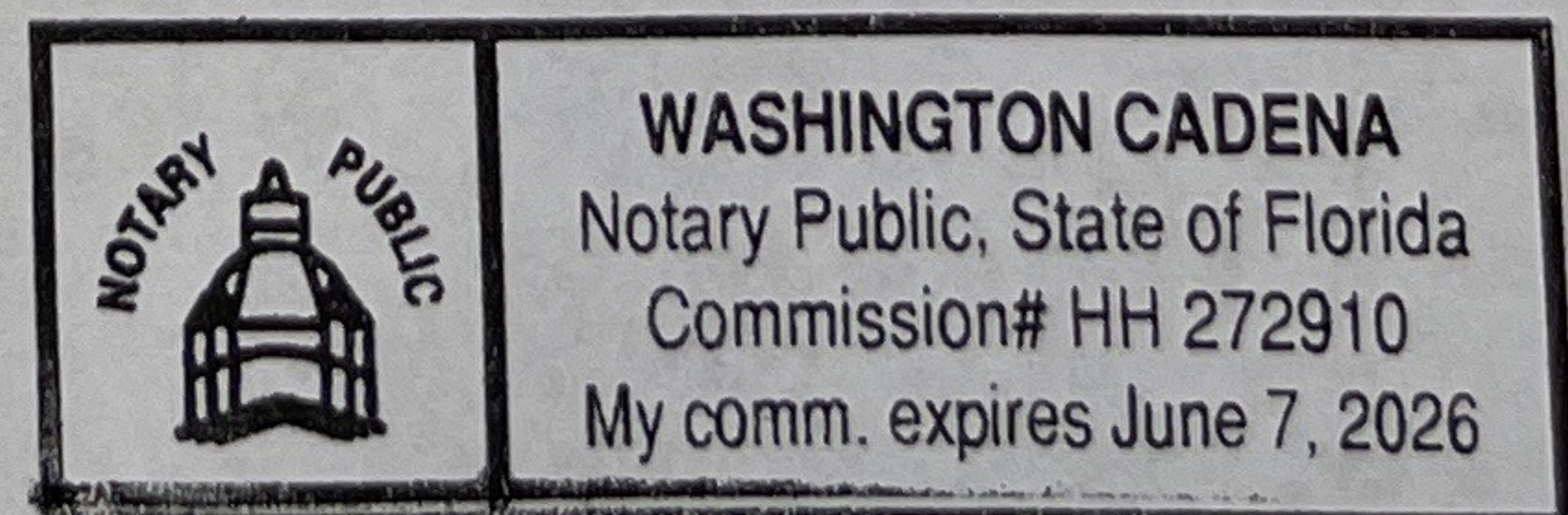
My commission expires: JUNE 7th 2026

Washington Cadena

, Notary Public, ~~Genesee County, Michigan~~
Lee County, Florida

Prepared by: Amber Abbey, City of Burton, 4093 Manor Drive, Burton, MI 48519

Michigan Driver License used.



EASEMENT SKETCH

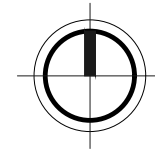
DESCRIPTION OF LAND (59-24-551-034)

LOT 1 EXCEPT THE N 100 FEET AND LOT 2 HILL-LAWN ACRES

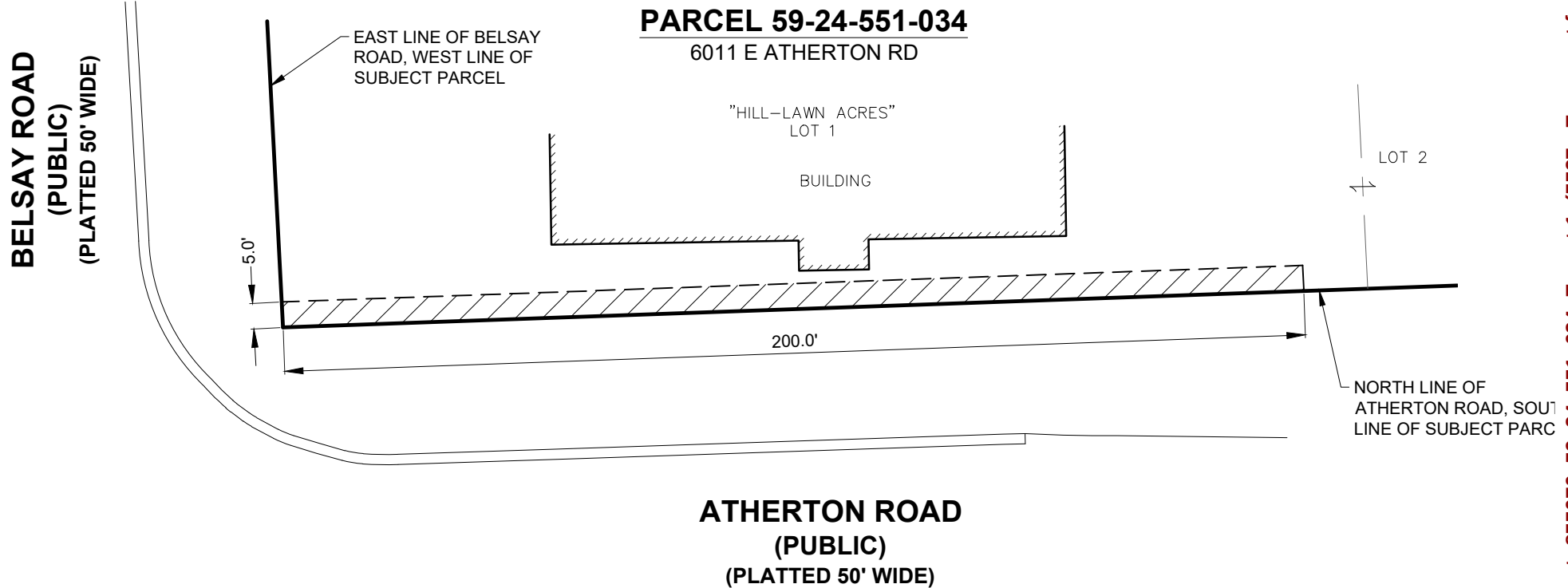
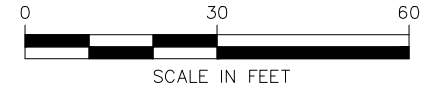
NOTE THE ABOVE DESCRIPTION WAS TAKEN FROM THE CITY OF BURTON
TAX INFORMATION

DESCRIPTION OF PROPOSED EASEMENT

THE SOUTH 5 FEET OF THE WEST 200 FEET OF SAID PARCEL,
CONTAINING 1,000 NET SQUARE FEET OF LAND, MORE OR LESS.



NORTH



DATE: MAY 9, 20
F&V PROJECT NO. 8550

EASEMENT SKETCH