

MARTIN SANITARY DIVERSION DRAIN
INTRA-COUNTY DRAINAGE BOARD
SEPTEMBER 12, 2022
10:00 A.M.
AGENDA

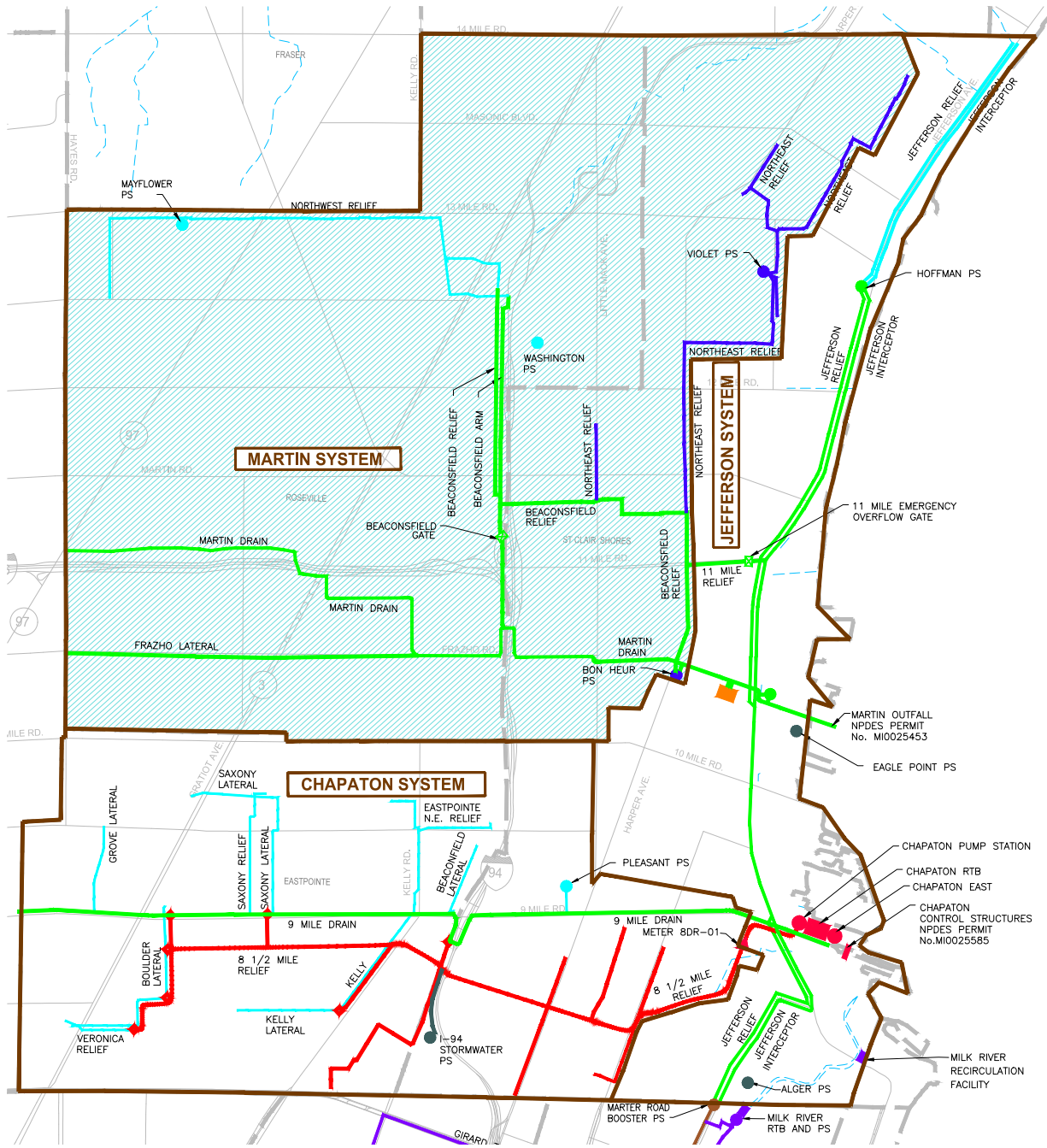
**NOTE: THIS MEETING WILL BE HELD IN PERSON WITH TELECONFERENCE
OPTION FOR PUBLIC**

**Call in Number: 1-385-645-1319
Access Code: 310 230 337**

	Page
1. Call of meeting to order and roll call	
2. Approval of Agenda for September 12, 2022	
3. Approval of Minutes for August 08, 2022	3
4. Public Participation	
5. Project & Operations Update – Vince Astorino	6
6. Intergovernmental Agreement - Martin In-System Storage Project - Vince Astorino	8
Motion: To approve and authorize Board Chairperson to sign the Martin In-System Project Intergovernment Agreement between the Marin District and SEMSD.	
7. Martin RTB Miscellaneous Improvement Project Study – Vince Astorino	13
Motion: To approve the proposal from Fishbeck for \$37,250 for the Martin RTB miscellaneous upgrade study.	
8. Consideration for approval of invoices (see attached)	15
9. Financial Report – Bruce Manning	16
10. Adjourn	

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

MARTIN SYSTEM MAP
Macomb County, MI
Southeast Macomb Sanitary District
Wastewater Master Plan



SYSTEM LEGEND

(AS OF DATE OF PUBLICATION)

- SYSTEM BOUNDARY

DISTRICT LEGEND

(AS OF DATE OF PUBLICATION)

- 8 1/2 MILE RELIEF DRAIN DRAINAGE DISTRICT
- SOUTHEAST MACOMB COUNTY WASTEWATER DISPOSAL SYSTEM
- MARTIN SANITARY DIVERSION DISTRICT
- SOUTHEAST MACOMB SANITARY DISTRICT
- NORTHEAST SEWAGE DISPOSAL SYSTEM
- MILK RIVER INTERCOUNTY DRAIN DRAINAGE DISTRICT
- LOCAL MUNICIPALITY
- OTHER

ASSET LEGEND

- PUMP STATION
- ⊠ FLOW CONTROL STRUCTURE
- RETENTION TREATMENT BASIN
- GRAVITY INTERCEPTOR
- ◆ OVERFLOW POINT

PLOT INFO: Z:\2018\181053\CAD\PRECED\SEMSD_OVERALL.DWG LAYOUT: FIG 3-4_MARTIN SYS DATE: 1/25/2020 TIME: 7:48:56 AM USER: MESEDKI

An adjourned meeting of the Intra-County Drainage Board for the **MARTIN SANITARY DIVERSION DRAIN** was held in the Office of the Macomb County Public Works Commissioner, 21777 Dunham Clinton Township, Michigan on August 8, 2022, at 10:02 A.M.

PRESENT: Candice S. Miller, Chair
Bryan Santo, Member
Harold Haugh, Member

ALSO PRESENT: Vince Astorino, Operations & Flow Manager; Brian Baker, Chief Deputy; Jeff Bednar, Environmental Resources Manager; Stephen Downing, Construction and Maintenance Manager; Norb Franz, Communications Manager; Denise Harwood, Financial Analyst; Bruce Manning, Finance Manager; Pam Sonnenberg, Administrative Assistant; Tom Stockel, Construction Supervisor; Veronica Klinefelt, Macomb County Board of Commissioners; Don VanSyckel, Macomb County Board of Commissioners; Robert DeBruyn, Public Services Director City of Roseville

PRESENT VIA TELECONFERENCE: Mary Shepard, Environmental and Safety Services Supervisor City of Sterling Heights

The meeting was called to order by the Chair, Candice Miller. A motion was made by Mr. Haugh, supported by Mr. Santo to approve the agenda as presented.

Adopted: YEAS: 3
NAYS: 0

Minutes of the meeting of July 11, 2022 were presented. A motion was made by Mr. Santo, supported by Mr. Haugh to approve the minutes as presented.

Adopted: YEAS: 3
NAYS: 0

The meeting was opened to public participation, then closed, there being no comments from the public.

Mr. Astorino stated there were no wet weather events for the past month.

He next updated on the Martin Flushing Improvements Project. MCPWO sent a letter to D'Agostini that said we will start enforcing liquidated damages. The next day they started working on the project and are essentially done. We are working out small details and will have it closed out very soon.

The Martin In-System Storage is nearly complete with project design. Ms. Miller added that after we were awarded the Federal earmarks back in March 2022, they informed us that we had to comply with Federal standards which were not known before we started the project. So it is unclear if we will be able to receive these Federal earmarks unless they provide a waiver.

A motion was made by Mr. Haugh, supported by Mr. Santo to receive and file the project and operations updates as presented.

Adopted: YEAS: 3
NAYS: 0

Mr. Baker mentioned that Bruce, Vince, and Denise did a great job on the proposed FY 2023 budget. We came in at 4.9% increase for each community. There is no cost to the cities for the Martin In-System Storage Project. The budget includes several new projects including \$1.1 million out of a \$2 million total project to rehab the dry weather gate, drain vault, HVAC blower and ductwork in the Martin retention basin. We will finish that project next year as funds come in. There are also some smaller projects that are in our CIP including new chlorine sample pumps and replacement of the equipment crane. We received a grant for \$70,000 to replace the parking lot using green infrastructure, \$44,000 for a computerized door entry system, \$30,000 to replace the basin equipment hatch, and \$18,000 for replacement of building lighting and two entry doors.

A motion was made by Mr. Haugh, supported by Mr. Santo to approve the 2022/23 Martin Sanitary Diversion Drain budget and revenue requirement for the fiscal year beginning October 1, 2022.

Adopted: YEAS: 3
NAYS: 0

The Chair presented the invoices totaling \$251,433.74 to the board for review and approval.

A motion was made by Mr. Haugh, supported by Mr. Santo to approve the invoices as presented.

Adopted: YEAS: 3
NAYS: 0

A motion to receive and file the financial report given by Mr. Manning was made by Mr. Santo and supported by Mr. Haugh.

Adopted: YEAS: 3
NAYS: 0

There being no further business, it was moved by Mr. Haugh, supported by Mr. Santo, that the meeting of the Martin Sanitary Diversion Drain Board be adjourned.

Adopted: YEAS: 3
NAYS: 0

The meeting was adjourned at 10:11 a.m.



Candice S. Miller, Chair
Macomb County Public Works Commissioner

STATE OF MICHIGAN
COUNTY OF MACOMB

I certify that the foregoing is a true and correct copy of proceedings taken by the Intra-County Drainage Board for the Drainage District shown on the attached set of minutes, on August 8, 2022 the original of which is on file in the Public Works Commissioner's Office. Public notice of the meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1975, including, in the case of a special or rescheduled meeting or a meeting secured for more than 36 hours, notice by posting at least 18 hours prior to the time set for the meeting.



Candice S. Miller Chair
Macomb County Public Works Commissioner

DATED: 08/08/22



Candice S. Miller

Public Works Commissioner
Macomb County

To: Martin Sanitary Diversion Drainage District Board Members

CC: File

From: Vincent Astorino, Operations & Flow Manager

Date: September 12, 2022

Subject: Construction Projects Status Updates for the September 2022 Board Meeting

The following provides a status update for construction work completed within the Martin Sanitary Diversion Drain District (MSDDD) for the previous month.

Wet Weather Operations

No wet weather events for this past month.

Martin Flushing Improvements Project

Contractor: L. D'Agostini & Sons, Inc.

Engineering Consultant: AEW

Project Description:

This project consists of the installation of two small sluice gates and a concrete weir within the Martin Retention Treatment Basin (RTB) to aid in flushing sediment and debris. The existing piped flushing systems at the facility are largely abandoned and require the use of storm water or lake water to use as the water source. This adds cost since these sources ultimately become metered flow. In 2016, MCPWO obtained approval from EGLE for a pilot program to use dry-weather flow in the Martin Drain as the flushing water source. This program involves installing temporary stoplogs within the influent channel of the RTB to divert flow through the three main zones within the RTB. This program was successful but requires manned-entries to install and reconfigure the stoplogs. The completion of this project will provide remotely-operated gates and a passive weir to direct flow where needed.

Significant project tasks that have occurred over the past month:

1. Performed punchlist items including restoration touch-ups.
2. Continued efforts to get project ready for closeout.

Construction Costs:

	Date (if applicable)	Amount
Original Contract Amount	10/19/21	\$610,049.34
Change Order	-	-
Revised Contract Amount	-	-
Total Spent to Date	Pay Apps 1 - 3	\$575,181.87
Remaining Budget		\$34,867.47

Figure 1 – Re-established Vegetation within Work Area





Candice S. Miller

Public Works Commissioner
Macomb County

To: Martin Sanitary Diversion Drainage District (MSDDD) Board Members

CC: File

From: Vincent Astorino, Operations & Flow Manager

Date: August 19, 2022

Subject: Intergovernmental Agreement between MSDDD and SEMSD for the Martin In-System Storage Project

Macomb County Public Works Office (MCPWO), on behalf of the Martin Sanitary Diversion Drainage District (MSDDD), has been working with the Southeast Macomb Sanitary District (SEMSD) to put together an agreement to construct and maintain the Martin In-System Storage Device (ISD). This agreement is necessary due to the ISD being located within the SEMSD owned Martin Drain. Per the agreed upon terms of the agreement, MSDDD shall be granted a 30-year license to construct, operate, and maintain the Martin ISD.

A few of the key items within the agreement that the MSDDD board should be made aware of are as follows:

- SEMSD will inspect the Martin Drain upstream of the proposed ISD before construction begins to establish a baseline condition. 12 months after being constructed the MSDDD shall perform a follow-up inspection at the expense of the MSDDD.
- In the event that the Martin ISD creates nuisance odors, the MSDDD will be tasked with creating a corrective action plan which shall be provided to the SEMSD.
- This license agreement has been developed by both parties with a common goal to reduce combined sewer overflows to Lake St. Clair. Therefore, the cost for this license will be in the amount of \$1 to the SEMSD.

This agreement has been developed by both parties' legal staff and with support of technical staff for each district.

MCPWO staff is recommending to sign the agreement between MSDDD and SEMSD.

Attachment: MSDDD – SEMSD Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is entered into between the Martin Sanitary Diversion Drainage District (“MSDDD”) and the Southeast Macomb Sanitary District (“SEMSD”) and is effective as of _____, 2022. MSDDD and SEMSD may be referred to collectively as the Parties.

- A. The MSDDD is a drainage district formed pursuant to Chapter 20 of the Drain Code of 1956, MCL 280.1, *et seq.*
- B. The SEMSD is a public authority formed pursuant to the Municipal Sewage and Water Supply Systems Act of 1955, MCL 124.281, *et seq.*
- C. The Martin Drain is a drain located within the SEMSD collection system and is owned by SEMSD.
- D. The MSDDD and SEMSD share an objective to reduce Combined Sewer Overflows (CSOs) to Lake St. Clair from the MSDDD, SEMSD, and the Southeast Macomb County Wastewater Disposal System. To achieve this objective, the Parties desire to install an in-system storage device within the Martin Drain (the “Martin ISD”). Structural modifications to the Martin Drain will be required to facilitate the Martin ISD construction.
- E. The Martin ISD and its related equipment will be owned by the MSDDD.
- F. MSDDD desires to obtain and SEMSD desires to grant a license for the portion of the Martin Drain where the Martin ISD and its related equipment will be located for purposes of access, maintenance, and storing equipment in accordance with this License Agreement.

WHEREFORE, in consideration of the sum of one dollar (\$1.00), the parties’ mutual interest in reducing CSOs, the mutual promises contained herein, and other good and valuable consideration, the MSDDD and the SEMSD agree as follows:

- 1. License. SEMSD hereby grants a license to MSDDD for the purpose of constructing, locating, operating, accessing, and maintaining the Martin ISD and its related equipment, controls, electrical, sluice gates, and the like in the area of the Martin Drain identified on Exhibit A in red. The term of this license shall be for thirty (30) years (the “Term”) and will automatically renew for an additional thirty (30) year term unless one party notifies the other party of termination at least sixty (60) days prior to the expiration of the Term. This license may otherwise be terminated by the written agreement of both Parties.
- 2. Ownership. The MSDDD shall own the Martin ISD and its related equipment. The Martin Drain will continue to be owned by the SEMSD.
- 3. SEMSD Permitting, Construction and Maintenance of the Martin ISD. The MSDDD shall obtain a permit from the SEMSD prior to construction of the Martin ISD. Review

fees shall be waived. The MSDDD shall be responsible for the construction, installation, and maintenance of the Martin ISD. Any material changes in equipment, materials, designs or plans shall be submitted to the SEMSD for review, comment and signed approval. The MSDDD is hereby authorized to utilize the Macomb County Public Works Office ("MCPWO") personnel to perform construction oversight, contract administration, the operation and maintenance of the Martin ISD, and any related services as determined by the parties.

4. Additional Sewer Maintenance. It is understood that additional sewer maintenance may be required as a result of the Martin ISD which includes potential sewer cleaning if it is found that the Martin ISD is causing increased sediment buildup within the Martin Drain. Prior to installation of the Martin ISD, SEMSD will televise the in-system storage area to establish a baseline condition and maintenance. After 12 months of operation, the parties agree to a televised inspection of the upstream portion of the effective in-system storage area which will be at the expense of MSDDD. Any maintenance as described above, over and above the SEMSD's regularly scheduled maintenance, shall be administered by the SEMSD and the cost associated will be invoiced and payable within thirty (30) days by the MSDDD.
5. Odor Control. In the event of odors resulting in a nuisance as a result of the installation of the Martin ISD, MSDDD shall provide a corrective action plan upon request of and subsequent approval by the SEMSD. Any costs associated with the remedies under the corrective action plan shall be paid by the MSDDD.
6. Easement Agreements. The Parties acknowledge that certain easement agreements will be required in order to access, construct, maintain, and operate the Martin ISD. Each Party shall duly execute and deliver, and shall use all reasonable endeavors to procure any necessary public entity to execute and deliver, such easement agreements and further instruments, as needed, and to take other reasonable steps necessary to accomplish the purpose of this Agreement.
7. Indemnification. To the extent permitted by law, MSDDD does hereby agree to save harmless and indemnify the SEMSD, its agents, servants and employees from any and all claims, damages, demands, actions, or causes of action, which may hereafter be asserted against the SEMSD, its agents, servants and employees, by or on behalf of anyone claiming an injury and/or other damages that are caused by the construction, installation or maintenance of the Martin ISD. The SEMSD shall be named as an additional insured, primary and noncontributory, on the MSDDD general liability policy.
8. Immunity. In undertaking the obligations of this Agreement, the MSDDD and the SEMSD are engaging in a governmental function. The activities undertaken herein are not proprietary; and, specifically are not for pecuniary profit and are the type of activities which are typically paid for by taxes, fees, or assessments. Nothing in this Agreement is intended to, or shall be construed as, in any way diminishing the immunity the MSDDD and the SEMSD enjoy under applicable law.

9. Due Authorization. This Agreement has been duly authorized by the governing bodies of the MSDDD and the SEMSD.

10. Miscellaneous.

- a. This Agreement has been the product of negotiation between the parties, and there shall be no presumption in favor of either party on the basis of draftsmanship.
- b. Each party has had the opportunity to consult with its legal counsel prior to executing this Agreement, fully understands its terms, and signs as its free act.
- c. This Agreement, and any provision hereof, may not be amended, modified, or waived in the absence of a written instrument executed by the parties and authorized by the governing bodies of the MSDDD and the SEMSD.
- d. Any part or provision of this Agreement which is prohibited or which is held to unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- e. This Agreement is the complete and entire agreement between the parties related to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements, representations, or communications of any kind.
- f. This Agreement shall be construed and governed in all respects in accordance with the laws of the State of Michigan.
- g. This Agreement may be executed in counterparts. An executed facsimile or copy of this Agreement shall be effective as an original.

**MARTIN SANITARY DIVERSION
DRAINAGE DISTRICT**

**SOUTHEAST MACOMB SANITARY
DISTRICT**

By: Candice S. Miller
Its: Board Chairperson

By: Robert Taylor
Its: Chairman

PLOT INFO: Z:\2021\211046\CAD\GD\1_211046_SITE_EXHIBIT_A.DWG LAYOUT: C-106 SITE PLAN DATE: 4/3/2022 TIME: 11:01:22 AM USER: IBLAZEYSKI

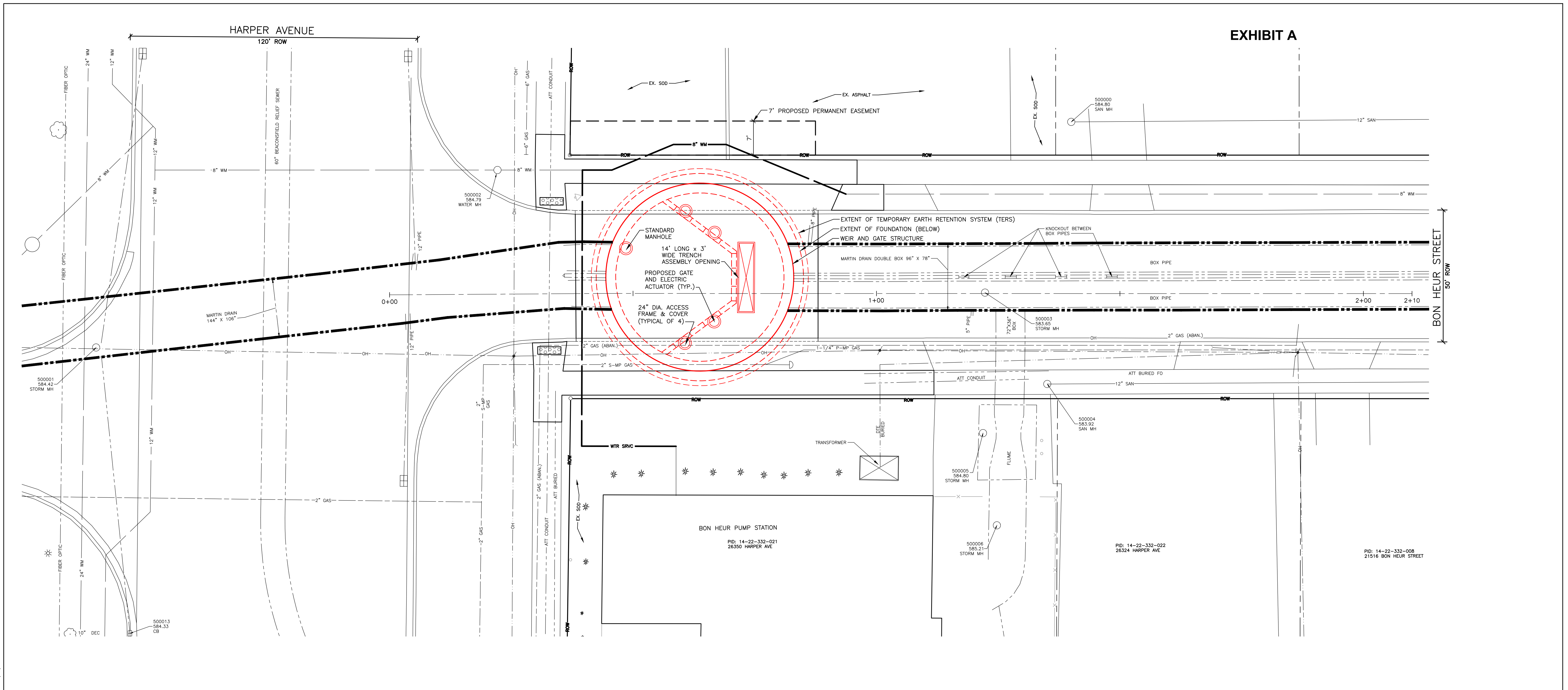


EXHIBIT A

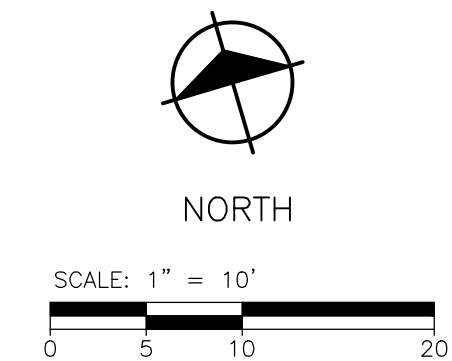


EXHIBIT A			
MARTIN SANITARY DIVERSION DRAINAGE DISTRICT IN-SYSTEM STORAGE St. Clair Shores, Michigan			
MACOMB COUNTY PUBLIC WORKS COMMISSIONER CANDICE S. MILLER 21777 Dunham Road, Clinton Township, MI 48036			
ENGINEER			
Applied Science, Inc. NTH Consultants, Ltd. <small>Infrastructure Engineering and Environmental Services</small>			
REV.	BY	DATE	DESCRIPTION
PROJECT NO. 211046		SCALE 1" = 10'	SHEET NO. 1



Candice S. Miller

Public Works Commissioner
Macomb County

To: Martin Sanitary Diversion Drainage District (MSDDD) Board Members

CC: File

From: Vincent Astorino, Operations & Flow Manager

Date: August 19, 2022

Subject: Martin RTB Miscellaneous Improvement Project Study Phase Recommendation

Macomb County Public Works Office (MCPWO), on behalf of the Martin Sanitary Diversion Drainage District (MSDDD), has budgeted to start a miscellaneous improvements project at the Martin Retention Treatment Basin (RTB). There have been multiple projects identified within the MSDDD capital improvement plan (CIP) that will be worked into this project. Some of the CIP projects that have been identified are as follows:

- Replacement of the Martin RTB dewatering gate which is original to the facility.
- Rehabilitation of the dry weather and drain underground vaults.
- Demolition of the old flushing system which includes pipe and pump removal along with properly abandoning the old underground flushing chambers.
- Installation of new underground electrical conduits to abandon old failing conduits.
- Chemical grouting of infiltration within the basement of the Martin building.
- Martin RTB blower and ductwork replacement.
- Equipment hatch cover replacement.
- Equipment crane and trolley replacement/rehab.

Due to the current construction market, it is critical that we work through a study phase of all the projects to fine tune priorities and cost estimates to ensure that we can stay within the approved budget. MCPWO has started discussions with the MSDDD as-needed engineer Fishbeck to put together a proposal for this study in the total NTE amount of \$37,250. This study is anticipated to be completed within 3 months.

MCPWO staff is recommending to award the contract to Fishbeck in the total amount of \$37,250 to perform the work associated with the Martin RTB Misc. Upgrades Study.

Attachment: Fishbeck Cost Proposal - Dated August 3, 2022

Estimated Work Hours and Fees

Project Name: **Task 2k - 2022 Martin RTB Misc. Upgrades - Study Phase**

Project Location/Client: **Macomb County Public Works Office**

Date: **8/3/2022**

Prepared By: **Erin Szczegielniak**

	QA/QC	Project Manager/Sr. Process Engineer	Sr. Civil Engineer	Sr. Electrical Engineer	Sr. Structural Engineer	Sr. Mechanical Engineer	Engineer	Staff Engineer	CAD Technician	2 Person Survey Crew	Production Support	Total Hours	Labor Fee	Expenses	Totals
Kickoff Mtg	2	2										4	\$ 770.00		\$ 770.00
Site Visit for Structural and Electrical Survey		4	2	4	8		4	4		16		24	\$ 4,024.00	\$ 302.00	\$ 4,326.00
Preliminary Analysis		16	4	8	8	8	8	16				68	\$ 11,244.00		\$ 11,244.00
Tech Memo and Cost Estimates	4	20	4	4	4	4	8	20	16		6	90	\$ 13,376.00		\$ 13,376.00
Mtgs w MCPWO (assume 2 Virtual)	4	4					4	4				16	\$ 2,604.00		\$ 2,604.00
												0	\$ -		\$ -
												0	\$ -		\$ -
Total Hours	10	46	10	16	20	12	24	44	16	16	6	220			
Total Fee	\$ 2,000.00	\$ 8,510.00	\$ 1,850.00	\$ 2,960.00	\$ 3,700.00	\$ 2,220.00	\$ 3,456.00	\$ 5,368.00	\$ 1,856.00	\$ 4,160.00	\$ 468.00		\$ 36,548.00	\$ 702.00	\$ 37,250.00

<u>Funding Source</u>	<u>Apportionment</u>	<u>Manager</u>	<u>Vendor</u>	<u>Amount</u>	<u>Invoice Detail</u>	<u>Project Summary</u>	<u>Project Balance</u>
Martin Sanitary Diversion Drain	Chapter 20 Roseville - 78.09% St. Clair Shores - 21.91%	Astorino	Cummins Sales & Service	\$ 1,291.07	Invoice #S6-93037 - 08.15.22	Replace Generator Battery	
		Astorino	Fishbeck	\$ 35,529.09	Invoice #414060 - 08.11.22	In-System Storage Design 07.09.22 - 08.05.22	\$ 29,473.33
		Astorino	Fishbeck	\$ 11,225.73	Invoice #414040 - 08.11.22	Martin Flushing System - CCA	\$ 79,729.92
		Baker	KHVPF	\$ 542.50	Invoice #48597 - 07.01.22	SEMSD Agreement - ISS Project	
		Total			\$ 48,588.39		

YTD Budget

Fund: Martin Sanitary Diversion

As of Fiscal Period: Oct 1, 2021-Aug 31, 2022(92%)

DESCRIPTION	2022 FINAL BUDGET	ENCUMBERED	ACTUAL	REMAINING BUDGET	PCT UTILIZED
REVENUE ACCOUNTS					
Investment Inc-Interest	2,400		2,012	388	83.8%
Contribution from Community	600,000		600,000	-	100.0%
Reimb-Local Communities	1,011,270		1,011,270	-	100.0%
PY Revenue-Fund Balance	1,183,960			1,183,960	0.0%
Total Revenue Accounts	2,797,630	-	1,613,282	1,184,348	57.7%
EXPENSE ACCOUNTS					
Application/Permit Fee	6,000			6,000	0.0%
Dues, Training, Conf, Subs.	4,830		1,025	3,805	21.2%
Engineering					
-As Needed Engineering	25,000		8,170	16,830	32.7%
-Misc Sewer Repairs	20,000		116	19,884	0.6%
-Flushing System Upgrades-Design,Const, and CCA	795,040		701,331	93,709	88.2%
-In System Storage-Design and CCA	1,218,000		178,056	1,039,944	14.6%
-Design Basin Equipment Hatch	9,950			9,950	0.0%
-In System Storage-Design Money from SEMSD	333,000		12,620	320,380	3.8%
New Equipment	5,120		4,164	956	81.3%
Operating Supplies	44,880		34,841	10,039	77.6%
Other Professional Svcs	8,750		5,175	3,575	59.1%
Personnel Services	199,390		82,627	116,763	41.4%
Repair & Maintenance	58,800		36,886	21,914	62.7%
Scada System	26,320		11,891	14,429	45.2%
Utilities	42,550		35,286	7,264	82.9%
Total Expense Accounts	2,797,630	-	1,112,188	1,685,442	39.8%

	O&M Balance 9/30/2021	O&M	Total 8/31/2022
Cash - Operating	1,656,008	501,094	2,157,102
Accounts Receivable			0
Assets			0
Liabilities			0
Revenues		1,613,282	1,613,282
Expenditures		1,112,188	1,112,188
Equity	1,656,008		2,157,102

Detail of 2021 Equity

Design Basin Equipment Hatch	9,950	SolarWinds-Net Mgt Software	1,940
Misc Sewer Repairs	20,000	Obsolete Wireless Backhaul Links	3,230
ISS SEMSD Contribution	329,155	Fiber Optic improvements	3,220
Flushing System Upgrades-Design, Const, CCA	807,127	Firewall Hard Design/Config	2,580
CCTV of Dewatering Line and Influent and Effluent Boxes	25,000	Parking Lot Resurface	15,000
SCADA Reserves	14,090		
Capital Reserves	434,716		