

MACOMB INTERCEPTOR DRAIN
DECEMBER 10, 2018
10:45 A.M.
AGENDA

	Page
1. Call of meeting to order and roll call	
2. Approval of Agenda for December 10, 2018	
3. Approval of Minutes for November 19, 2018	3
4. Public participation	
5. Project Updates (Project Plan, Master Plan) – Vince Astorino and Evans Bantios	
6. Purchase Agreement – 15370 15 Mile Road – Tamara Keskeny	6
Motion: To approve the Purchase Agreement for the sale of 15370 15 Mile Road and authorize Candice Miller to sign the closing documents and finalize the sale of this parcel of land	
7. Transfer of Property – 34980 Eberlein to City of Fraser	16
Motion: To authorize the transfer of property located at 34980 Eberlein, Fraser, MI from the Macomb Interceptor Drain Drainage District to the City of Fraser and authorize Candice Miller to finalize and sign any needed documents	
8. Consideration for approval of invoices (see attached)	24
9. MIDD Financial Report – Bruce Manning	26
10. Old Business	
11. New Business	
12. Adjourn	

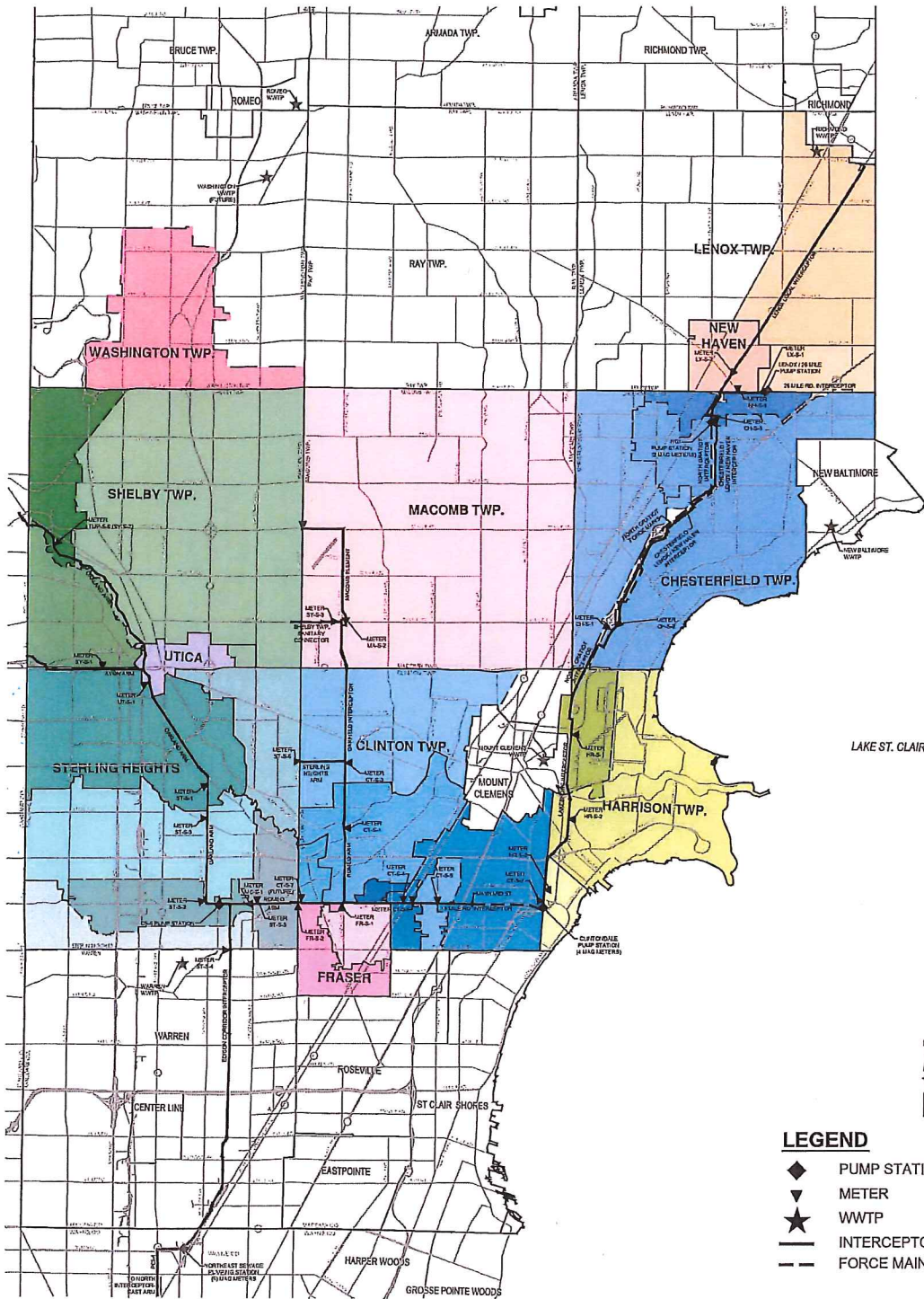
Special Meeting

December 19, 2018 – 9:00 a.m.

Next Regular Meeting

January 14, 2019 at the Office of the Macomb County Public Works Commissioner,
21777 Dunham Road, Clinton Township, Michigan 48036

MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT



- LEGEND**
- ◆ PUMP STATION
 - ▼ METER
 - ★ WWTP
 - INTERCEPTOR
 - FORCE MAIN



Candice S. Miller
 MACOMB COUNTY PUBLIC WORKS COMMISSIONER

frc
 UPDATED: FEBRUARY 2017

An adjourned meeting of the Intra-County Drainage District for the **MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT** was held in the Office of the Macomb County Public Works Commissioner, 21777 Dunham Road, Clinton Township, Michigan, on November 19, 2018 at 10:48 A.M.

PRESENT: Candice Miller, Chair
Bryan Santo, Member
Robert Mijac, Member

ALSO PRESENT: Robert Leonetti, Macomb County Board of Commissioners; Karen Czernel, Deputy, Vincent Astorino, Operations and Flow Manager, Evans Bantios, P.E., Construction and Maintenance Manager, Jeff Bednar, P.E., Environmental Resources Manager, Bruce Manning, Financial Manager, Dan Heaton, Public Relations Manager, Tamara Keskeny, Manager Real Property, Anthony Lewis, Community Services Manager, Barbara Delecke, Administrative Services, Macomb County Public Works (MCPW); Chris Dilbert, President, Village of New Haven

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

Adopted: YEAS: 3
NAYS: 0

Minutes of the meeting of November 19, 2018 were presented. A motion was made by Mr. Mijac and supported by Mr. Santo to approve the minutes as presented.

Adopted: YEAS: 3
NAYS: 0

Minutes of the meeting of October 15, 2018 were presented. A motion was made by Mr. Mijac and supported by Mr. Santo to approve the minutes as presented.

Adopted: YEAS: 3
NAYS: 0

The property at M-59 and Garfield Roads was sold for \$3.5 million. The purchaser has 120-days for due diligence. Once the sale is finalized, monies will be put into the MIDDD for future projects.

The Master Plan is progressing. A meeting will be held with the northern communities regarding their future needs and whether they are interested in joining the MIDDD.

A Project Plan is being developed and will include engineering design projects.

The drop-shaft design should be complete by January 2019.

A motion was made by Mr. Mijac, supported by Mr. Santo to receive and file the project updates given by Mr. Astorino and Mr. Bantios.

Adopted: YEAS: 3
NAYS: 0

A motion was made by Mr. Santo, supported by Mr. Mijac to approve Change Order No. 11 to incorporate interest on retainage, balance estimated contract plan quantities with actual quantities and establish final contract value resulting in a \$4.35 million contract reduction.

Adopted: YEAS: 3
NAYS: 0

A motion was made by Mr. Mijac, supported by Mr. Santo to authorize Candice Miller, MIDDD Chair, to sign the Data Sharing Agreements on behalf of the MIDDD with all participating communities.

Adopted: YEAS: 3
NAYS: 0

A motion was made by Mr. Mijac, supported by Mr. Santo to approve the Settlement Agreement and Release for a total compensation amount of \$5,628.00 for the reimbursement of funds used to restore sod to the subject property.

Adopted: YEAS: 3
NAYS: 0

The Chair presented the invoices totaling \$843,372.56 to the board for review and approval.

A motion was made by Mr. Mijac, 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. Mijac and supported by Mr. Santo.

Adopted: YEAS: 3
NAYS: 0

There being no further business, it was moved by Mr. Santo, supported by Mr. Mijac, that the meeting of the Macomb Interceptor Drain Board be adjourned.

Adopted: YEAS: 3
NAYS: 0

The meeting was adjourned at 11:15 a.m.



Candice S. Miller
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 District shown on the attached set of minutes, on November 19, 2018, 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
Macomb County Public Works Commissioner

DATED: 11/20/18

9532.bd

November 27, 2018

MEMORANDUM

TO: Brian Baker

FROM: Tamara Keskeny, Property Manager

RE: Purchase Agreement (vacant parcel)

PIN 11-31-100-002

15370 15 Mile Road, Fraser

The attached is the purchase agreement for the MIDD Board to review for approval of above mentioned parcel in Fraser, MI.

Attachment

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made this day 19 of November, 2018 (the "Effective Date"), by and between Staven Michael Loewen (the "Purchaser"), and the MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT, as Seller (the "MIDDD").

Darlene Marie Loewen General Terms and Conditions. Subject to the terms and conditions of this Agreement, Purchaser hereby offers to purchase, and MIDDD agrees to sell to Purchaser, the Subject Property described in paragraph 2 of this Agreement. Purchaser acknowledges and agrees the offer to purchase real estate presented in this Agreement is being submitted to the MIDDD c/o the Macomb County Department of Public Works ("MCPW").

2. **Subject Real Property.** The real property that is the subject of this Agreement, legally described on Exhibit A, is commonly known as:

Address: 15370 15 Mile Road
Fraser, Michigan 48026

Parcel/Tax ID: 11-31-100-002

Legal Description: See Exhibit A

together with all structures, improvements, appurtenances, rights, tenements and hereditaments, now with the land, and subject to any easements, covenants and restrictions of record and zoning laws and ordinances affecting the real property (the "Subject Property"). Purchaser acknowledges that upon consummation of the sale contemplated by the Agreement that Purchaser will acquire whatever title to the Subject Property that is being offered by the MIDDD, "as is," "where is," subject to assessments, debt service fees, taxes, liens, easements, or claims of rights of others, if any.

3. **Eligibility of Purchaser.** The Purchaser represents and warrants that he/she, and/or any affiliated member or shareholder is not: (a) under 18 years of age; (b) an employee of the MIDDD, MCPW or Macomb County; or (c) an agent or immediate member of the household of an employee of the MIDDD, MCPW or Macomb County. For breach of this warranty, the MIDDD shall have the right to terminate this Agreement without and further liability on the part of the MIDDD and Purchaser shall be deemed to be in default as provided in Paragraph 6 below.

4. **Offer to Purchase and Sale of Real Property.** Subject to the terms and conditions herein, MIDDD Agrees to sell and convey to Purchaser, and Purchaser agrees to purchase the Subject Property from the MIDDD for \$ 30,000.00 in U.S. Dollars (the "Purchase Price").
(thirty thousand dollars)

5. **Terms of Payment.** The Purchase Price shall be paid by Purchaser to the MIDDD as follows:

a. **Earnest Money Deposit.** Simultaneously with submitting this signed Agreement, Purchaser shall deposit ten (10%) percent of the Purchase Price, in the amount of \$ 3,000.00 in U.S. Dollars with the MCPW to be held as an earnest money

three thousand dollars Page 1 of 9

deposit (the "**Deposit**"). The Deposit shall be applied to reduce the funds due at Closing, or shall be refunded to Purchaser or retained by the MIDD in accordance with the terms of this Agreement and the "Escrow Agreement" (as defined in subparagraph (c) below).

b. The entire unpaid balance of the Purchase Price shall be paid by the Purchaser at closing in cash, certified funds, cashier's check or wire transfer.

i. Certified Funds. As used in this Agreement, the term "Certified Funds" shall mean, funds that are guaranteed by bank, (cashier's check), or paid in cash (subject to the cash limit as defined herein below).

ii. Cash Limit. No more than Ten Thousand and 00/100 (\$10,000.00) Dollars in total may be paid in cash to MCPDW to pay all, or any part of, the Minimum Deposit, the Purchase Price or the Additional Deposit.

c. Escrow Agreement. The Deposit shall be held in escrow by the MIDD pursuant to the signed Acknowledgment of Receipt of Deposit and Escrow Agreement in the form attached hereto as **Exhibit B**. The Deposit held in Escrow may only be returned to Purchaser if the Purchaser properly terminates this Agreement in a signed written notice submitted to the MIDD during the Due Diligence Period, as described below in Paragraph 6, requesting the Deposit be returned. In the event of Purchaser's Default under this Agreement, then Purchaser hereby expressly authorizes the MIDD to retain Purchaser's Deposit held in escrow as Liquidated Damages, as more fully provided in Paragraph 12 below.

6. Due Diligence and Access to Property. Purchaser shall have the right to inspect and determine the feasibility of the purchase of the Property within twenty-one (21) days of the Effective Date (the "Due Diligence Period"), including, but not limited to investigations relating to zoning and municipal restrictions, easements and title encumbrances, available utilities, development potential, and conducting soil tests, structural, subsurface, environmental, topographical analysis or any other test or analysis the Purchaser desires in order to determine the feasibility of the purchase of the Property in the Purchaser's sole discretion (the "**Due Diligence**"). During the Due Diligence Period, Purchaser, its agents and representatives, shall have reasonable access to the Property, including, the right to inspect the Property via Purchaser's employees, appraisers, agents, architects, environmental consultants and engineers. All appraisals, inspections, audits, tests, that Purchaser requests shall be at the Purchaser's sole cost and expense, and shall be performed during reasonable business hours with reasonable prior advance to the MIDD. Purchaser shall, at its sole cost and expense, restore any damage to the Subject Property resulting from any of Purchaser's inspections or testing. Purchaser shall also indemnify, defend, and hold the MIDD harmless with respect to any personal liability, bodily injury, property damage, and construction and/or mechanic's liens resulting from Purchaser's entry and conduct of due diligence activities upon the Subject Property, including but not limited to all attorneys' fees and costs incurred in connection therewith. Upon the MIDD's written request, Purchaser shall provide a PDF or paper copy to the MIDD of any testing results or reports pertaining to the Subject Property arising out of Purchaser's due diligence activities.

If the Purchaser deems that the purchase of the Subject Property is not acceptable, which shall be in Purchaser's sole, subjective, and discretionary decision, Purchaser may terminate this Agreement by written notice delivered to MIDD on or before the expiration of the Due Diligence

Period. Upon the timely termination of this Agreement, the Purchaser shall receive a return of its Deposit and neither party shall have any further liability or obligation to the other under this Agreement. In the event Purchaser does not terminate this Agreement on or before the expiration of the Due Diligence Period, then Purchaser shall be deemed to have approved all matters relating to Property (other than the conditions to closing set forth in this Agreement) and the Deposit shall become non-refundable, and the Purchaser shall be bound to close.

7. **Covenant Deed.** Purchaser acknowledges that it will receive a Covenant Deed transferring whatever rights, title and interest the MIDD had in the Subject Property at the time of the Closing. The Purchaser will also receive a Property Transfer Affidavit that must be submitted to the Sterling Heights Assessor in accordance with state law.

8. **"AS IS" Sale.** THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AS OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE HAWKIN DRAIN SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED CONCERNING THE PROPERTY. PURCHASER ACKNOWLEDGES THAT PURCHASER IS PURCHASING THE PROPERTY BASED SOLELY UPON PURCHASER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY THE MIDD'S MCPW'S OR MACOMB COUNTY'S, EMPLOYEES, AGENTS, OR CONTRACTORS. PURCHASER ACKNOWLEDGES THAT IT HAS BEEN INFORMED THAT THE SUBJECT PROPERTY WAS ACQUIRED BY THE MIDD CONDEMNATION AS A RESULT OF THE MACOMB INTERCEPTOR COLLAPSE THAT OCCURRED IN 2016, THE HOME THEREON WAS CONDEMNED AND DEMOLISHED AND THE SUBJECT PROPERTY WAS REHABILITATED TO ITS CURRENT CONDITION AND LISTED FOR SALE.

9. **General Release.** Purchaser releases MIDD and its agents, employees and representatives, including the MCPW, Macomb County and the Macomb County Public Works Commissioner Candice S. Miller, from any and all claims demands, causes of action, judgments, losses, damages, liabilities, costs and expenses (including without limitation attorney's fees whether suit is instituted or not) whether known or unknown, liquidated or contingent (collectively "Claims") arising from or related to (a) the sale administered by the MIDD, the MCPW or their agents, employees and contractors, or (b) any defects, errors or omissions in the design, condition or construction of the Property, whether the same are a result of negligence or otherwise, or (c) other conditions (including, but not limited to environmental conditions, zoning and suitability) affecting the Property, whether the same are a result of negligence or otherwise, or (d) the ownership, title, possession, occupancy, use, management or leasing of the Property.

10. **Environmental Release.** The release set forth in Paragraph 9 above specifically includes any Claims under any Environmental Laws, or with respect to any environmental risk. "Environmental Laws" includes, but is not limited to the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§11001 et seq.), the Clean

Air Act (42 U.S.C. §§7401 at seq.), the Clean Water Act (33 U.S.C. §§1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§1801 at seq.), the Occupational Safety and Health Act (29 U.S.C. §§651 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§300f et seq.), as any of the same may be amended from time to time, and any state or local law dealing with environmental matters, and any regulations, orders, rules, procedures, guidelines and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Agreement.

11. Claims Liability. The Purchaser acknowledges and agrees hold the MIDD D harmless from any and all losses, liabilities, actions, claims, debts, demands, judgments, liabilities, costs and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property and injuries, illness or disabilities to or death of any and all persons whatsoever, including the Purchaser, members of the general public, or to the property of any legal or political entity including State, local and interstate bodies, in any manner caused by or contributed to by the Purchaser, its agents, contractors, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site of the Subject Property during due diligence and before Closing, or while the Subject Property is in the possession of or subject to the control of the Purchaser, its agents, servants or employees after the Subject Property has been removed from the MIDD D's ownership, possession and control.

12. Default. In the event Purchaser defaults in its obligations to perform any of the covenants and agreements contained herein to be performed by Purchaser after acceptance and within the time for performance as specified herein, then MIDD D may either (i) be entitled to an action for specific performance of the sale and the agreement to purchase the Subject Property expressly provided herein, including the recoupment of actual attorney fees and costs associated with the enforcement of this Agreement, as its sole remedy, or (ii) be entitled to terminate this Agreement, and to retain Purchaser's Deposit as Liquidated Damages, as its sole remedy.

13. Closing. The closing of this transaction shall take place within seven (7) days of the close of the Due Diligence Period defined in Paragraph 6, at the offices of the MCPW, or at another mutually acceptable location agreed to by the parties (the "Closing"). At Closing, the Purchaser may obtain a title insurance policy at its own expense; however, the MIDD D will have no obligation or responsibility to issue or pay for any title insurance policy at or before Closing.

a. Closing Deliveries. At Closing (or such other times as may be specified below), MIDD D and/or Purchaser, as appropriate, shall deliver or cause to be delivered the following:

- i. Covenant Deed. A Covenant Deed transferring whatever rights, title and interest the MIDD D had in the Subject Property at the time of the sale.
- ii. Closing Statement. A closing statement conforming to the relevant provisions of this Agreement.
- iii. Property Transfer Affidavit. A property transfer affidavit to be submitted by Purchaser to the Sterling Heights Assessor in accordance with state law.

Purchaser shall be responsible to pay for any and all escrow fees, closing costs and recording fees arising out of the Closing. The Purchaser shall also pay any and all state and local transfer taxes applicable to the transfer of title at Closing, if any.

14. Possession. MIDDD shall deliver possession of the Subject Property to Purchaser at Closing.

15. Construction. The headings of various Sections in this Agreement are for convenience only, and are not to be utilized in construing the content or meaning of the substantive provisions hereof.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflicts of law principles.

17. Severability. Whenever possible, each provision of this Agreement and all related documents shall be interpreted in such a manner as to be valid under applicable law but to the extent any provision is invalid or prohibited under applicable law such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provisions of this Agreement.

18. Assignment. Purchaser shall have no right to assign this Agreement or any of its rights, title or interests without the express written consent of the MIDDD, which may be withheld in its sole discretion, except in the event that Purchaser assigns its rights to an affiliated and/or commonly controlled entity, in which case Purchaser shall not need consent from MIDDD.

19. Counter-Parts/Electronic Signatures. This Agreement may be executed in one or more counter-parts, each of which shall be deemed an original, but all which together can constitute one and the same document. All electronic copies of signatures of this Agreement shall be treated as an original for all purposes.

20. Notices. All notices and other communications hereunder shall be in writing and shall be effective if and when sent by registered or certified U.S. mail or reputable same-day or overnight courier, postage prepaid or otherwise accounted for by sender, and sent to the addresses set forth below (or at such other address for a party as shall be specified in a notice given in accordance with this Agreement):

If to MIDDD:

Macomb Interceptor Drain Drainage District
c/o Macomb County Department of Public Works
Attn: Tamara Keskeny, Manager Real Property
21777 Dunham Road
Clinton Township, MI 48036
E-mail: tamara.keskeny@macombgov.org

with copy to:

Benjamin J. Aloia, Esq.
Aloia & Associates, P.C.
48 S. Main Street, Ste. 3
Mount Clemens, MI 48043
Email: aloia@aloiaandassociates.com

If to Purchaser:

STEVEN + DARLENE LOEWEN
34941 Eberlein Dr
FRASER, MI 48026

Either party may, by written notice to the other, change the address to which notices are to be sent. Unless otherwise provided herein, all notices shall be deemed given as provided above, except that a notice of a change of address shall be deemed given when actually received. Seller's affidavit of the date and time of deposit in a mailbox or with the express mail service or the postmark, whichever is earlier shall constitute evidence of the effective date when the notice has been given.

21. Entire Agreement. This written Agreement, including all Exhibits incorporated herein, embodies the entire understanding between the parties hereto with respect to the subject matter contained herein, and supersedes any and all prior negotiations, discussions, understandings and written or oral agreements among them with respect to the subject matter. The terms of this Agreement are contractual and not merely recital and supersede and control any previous course of dealing or usage of trade. In the event there is any conflict between the terms of this Agreement and the terms of any acknowledgment or other documents relating to this Agreement, the terms of this Agreement shall control. All of the documents attached to this Agreement as Exhibits are hereby integrated into this Agreement, and have been reviewed and approved by each party, and each party acknowledges its consent to sign those documents at Closing.

[SIGNATURES ON PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Purchaser has executed this Agreement on the date written below.

Macomb Interceptor Drain Drainage District
c/o Macomb County Department of Public Works:

Dated: 11/20, 2018

/s/ Candice S. Miller
By: Candice S. Miller
Its: Chairperson

PURCHASER:

Dated: Nov. 19TH, 2018

/s/ [Signature]
STEVEN MICHAEL LOEWEN

/s/ [Signature]
DARLENE MARIE LOEWEN

EXHIBIT A

Subject Property Legal Description

Real property situated in the City of Fraser, County of Macomb, State of Michigan, described as follows:

A parcel of land located in and being a part of the Northwest ¼ of Section 31, Town 2 North, Range 13 East, City of Fraser, County of Macomb, State of Michigan, and being more particularly described as follows: Commencing at the Northwest corner of Section 31; thence North 89°23'30" East 472.24 feet to the point of beginning; thence North 89°23'30" East 109.80 feet; thence South 00°01'30" East 200.00 feet; thence South 89°23'30" West 109.80 feet; thence North 00°01'30" West 200.00 feet to the point of beginning, except the North 60.00 feet for road purposes, containing 0.504 acres.

Commonly known as: 15370 15 Mile Road, Fraser, Michigan, 48026
Parcel ID No. 11-31-100-002

EXHIBIT B

ACKNOWLEDGEMENT OF RECEIPT OF DEPOSIT AND ESCROW AGREEMENT

The Macomb County Department of Public Works ("MCPW") on behalf of Macomb Interceptor Drain Drainage District ("MIDDD") hereby acknowledges receipt of a certain signed "Real Estate Purchase Agreement" made by Steven Michael Loewen and Darlene Marie Loewen (the "Purchaser") dated 11-19, 2018 (the "Agreement"), together with the receipt the "Deposit" to be held in escrow by the MIDDD subject to the terms and conditions of the Agreement.

The Deposit held in Escrow may only be returned to Purchaser if the Purchaser terminates the Real Estate Purchase Agreement in a signed written notice submitted to the MIDDD during the Due Diligence Period, as described in Paragraph 6 thereof, requesting the Deposit be returned. In the event of Purchaser's Default under this Real Estate Purchase Agreement, then Purchaser hereby expressly authorizes the MIDDD to retain Purchaser's Deposit held in escrow as Liquidated Damages, as more fully provided in paragraph 12 thereof.

Purchaser expressly acknowledges and agrees that this receipt is only an acknowledgement of MCPW's receipt of the Deposit on behalf of the MIDDD.

MIDDD Drainage District c/o
Macomb County Department of Public Works:

Dated: 11/20, 2018

/s/ Candice S. Miller
By: Candice S. Miller
Its: Chairperson

PURCHASER:

Dated: Nov 19th, 2018

/s/ [Signature]

/s/ Darlene M. Loewen



Candice S. Miller

Public Works Commissioner
Macomb County

December 4, 2018

Dear Mr. O'Neal,

During the incredible challenge of the 2016-2017 sewer collapse and repair, one of several positives that came to the fore was the working relationship between the City of Fraser and the Macomb County Public Works Office.

During 2018, a number of the final details from that massive project have been completed. This includes the sale of two of the three parcels purchased by the drainage district. These parcels, one vacant and one a single-family home, have now been returned to the tax roll. The home is now occupied by a family and the vacant lot was purchased by the neighboring resident, returning that neighborhood to normalcy.

There is a final, vacant parcel in that neighborhood, at 34980 Eberlein (the legal description of the property is attached). I propose that the City of Fraser purchase that parcel from the drainage district for \$1. Once purchased, the city would be free to utilize or dispose of this property in a way determined by the City Council. As the leaders of the community, it makes the most sense to me that the Council should make the decision on what happens next to that property, rather than the drainage district board.

The lot at 34980 Eberlein was the location of the house that originally reported a problem on Christmas Eve 2016 when the 15 Mile Road sinkhole first developed. The house was demolished as part of the repair process. The lot has since been rehabilitated and restored. Attached is a memo prepared by a local engineering firm declaring that the property is stable and suitable for building or other public use. Further, our property management specialist has completed a title and deed review and found no restrictions, covenants or other limitations on the property. And, of course, that property is now located on the best piece of underground infrastructure you'll find anywhere in the country.

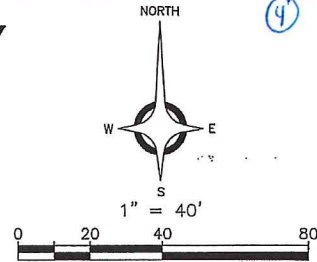
Should you, or members of Council, have any questions, please do not hesitate to contact me at 586-469-6101 or candice.miller@macombgov.org. I believe the city and my office can once again work in partnership to close out this final chapter from the 2016-2017 sewer collapse in a way that best serves the residents of the local neighborhood and the community as a whole.

Sincerely,

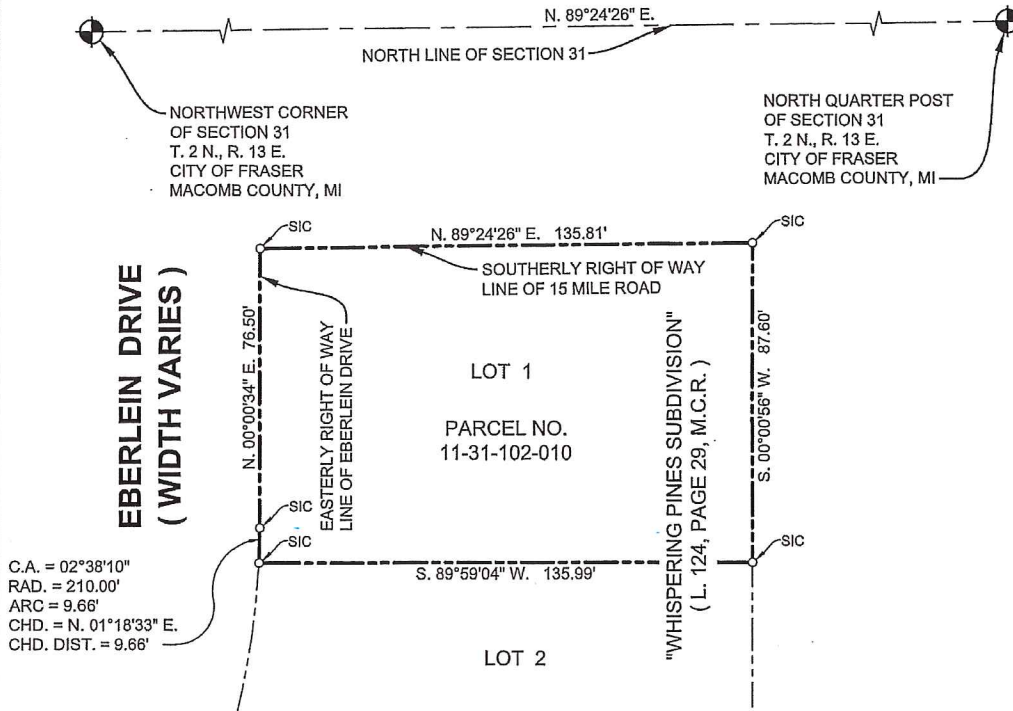
Candice S. Miller
Macomb County Public Works Commissioner

CERTIFICATE OF SURVEY

ANDERSON, ECKSTEIN AND WESTRICK, INC.
 51301 SCHOENHERR ROAD
 SHELBY TWP., MI 48315
 PHONE: (586) 726-1234
 FAX: (586) 726-8780
 aewinc@aewinc.com
 www.aewinc.com



15 MILE ROAD (120 FT. WIDE)



DESCRIPTION
 PARCEL No. 11-31-102-010

LOT 1 OF "WHISPERING PINES SUBDIVISION" AS RECORDED IN LIBER 124, PAGE 29, MACOMB COUNTY RECORDS, BEING A PART OF SECTION 31, TOWN 2 NORTH, RANGE 13 EAST, CITY OF FRASER, MACOMB COUNTY.

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR OTHERWISE.

FI = ● = FOUND IRON		FM = FOUND MONUMENT		FP = FOUND PIPE		SIC = ○ = SET IRON W/CAP #60863	
AEW NO.:	0211-0184	SURVEY DATE:	MAY 9, 2018	SEC:	31	CITY OF FRASER	
DRAWN BY:	GML	CHKD BY:	MAT	REV:	MAY 9, 2018	COUNTY: MACOMB	
PARCEL ID.:	11-31-100-002	SHEET NO.:	1 OF 1	SCALE:	1" = 40'	BOOK NO.:	
CERTIFY TO:	MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT			DWG NAME: 11-31-102-010.DWG			
ADDRESS:	21777 DUNHAM ROAD			Basis of Bearing: WHISPERING PINES SUBDIVISION LIBER 124, PAGE 29, MCR			
CITY, ST., & ZIP:	.CLINTON TOWNSHIP, MI 48036						



Michael A. Truax
 MICHAEL A. TRUAX, P.S. 60863

I hereby certify that we have surveyed the land above according to Public Act 132 of 1970 as amended, and that the ratio of unadjusted field observations of such survey was less than 1/5000.

M:\0211\0211-0184\DWG\CIVIL\CERT OF SURVEY\11-31-102-010.DWG LAYOUT: Layout1 5/14/2018 8:08 AM



16-113

PROJECT MEMORANDUM

To: L. Urban, P.E. - AEW
E. Bantios, P.E. - MCPWO
From: N. Bassett, P.E.; Z. Carr, P.E. - FKE
cc: F. Klingler, P.E. - FKE

May 16, 2018
Project No. 16-113

Re: Consolidation Analysis and Geotechnical Monitoring
2016 PCI-12A Interceptor Collapse Area
Fraser, Michigan

The purpose of this memorandum is to present the findings of the consolidation assessment performed by FK Engineering (FKE) in the area near the PCI-12A interceptor collapse of 2016 and to assess the area for future residential/light commercial construction.

Consolidation (settlement) is a concern due to the construction dewatering and the disturbance to the clay subsurface profile caused by the interceptor collapse. Shelby Tube samples were taken within the clay stratum during the recovery shaft excavation at varied depths. This memo contains a summary of the sample acquisition and testing; related analysis; geotechnical instrument monitoring; and findings.

Sample Acquisition and Testing

Shelby Tube soil samples were obtained from the western half of the recovery shaft between Elevation 569 to 564. These samples were obtained by using a mini-excavator to push the Shelby Tube into the excavation bottom, vertically, allowing 15 minutes for swelling, then rotating the Shelby tube before extracting. Three samples were tested: two in the soft clay layer at about Elevation 564 and one in the medium clay layer at about Elevation 569.

Samples 1 and 3 were placed in a consolidation ring with as little disturbance as possible, while Sample 2 was manually disturbed to simulate remolded conditions. This was accomplished by kneading the sample. The remolding of the clay sample was an attempt to recreate conditions caused by the shear failure of the clay layer above the interceptor collapse.

Consolidation Testing Analysis

Consolidation analysis was performed to estimate the amount of settlement that took place during construction activities. This analysis was used to evaluate settlement that would have occurred as a result of the effective stress increase within the predominantly clay layer (Elevation 610 to 559) due to the long-term construction dewatering.

Assumptions for analysis:

- The groundwater table before the collapse was at Elevation 585 feet.
- The clay layer is generally homogenous. This is considered conservative due to the clay being predominantly stiff, and that some consolidation of the remolded clay layer would occur during the construction period.
- The change in effective stress within the clay layer resulting from dewatering was instantaneous at start of dewatering. This is considered conservative due to it taking several months for dewatering efforts to reach Elevation 538 (lowest groundwater reading) and the actual effective stress change within the clay layer would not be instantaneous.
- Lab results were interpreted first, with the assumption that the specific gravity of the tested soil was 2.65, and separately with the assumption that the tested soil reached a degree of saturation of 100% at the end of the test.

The following table summarizes testing results:

Summary Table	Sample 1		Sample 2	Sample 3		
	Non-Remolded		Non-Remolded	Remolded		
Sample Location	Bay 10 El 564		Strut 11 El 569	Bay 10 El 564		
Specific Gravity (assumed)	3.01	2.65	3.10	3.10	2.65	
e_o , Original Void Ratio	1.02	0.81	1.09	1.09	0.76	
S_c (Total Primary Consolidation Settlement, in)	1.59	1.79	0.32	0.32	0.38	
Moisture Content Before Test	32.3		14.02	31.2		
Moisture Content After Test	25.8		13.32	20.2		
2-way drainage (est.)	Settlement at End of Dewatering (in)	0.69	0.77	0.12	0.12	0.15
	% of Total Consolidation at End of Dewatering	43%		99%	39%	
	Time for 50% Consolidation (years)	1		27 days	1.3	
	Time for 99% Consolidation (years)	9		243 days	11.5	
1-way drainage (est.)	Settlement at end of dewatering (in)	0.15	0.17	0.06	0.06	0.07
	% of Total Consolidation at End of Dewatering	9%		80%	19%	
	Time for 50% Consolidation (years)	4		0.3	5	
	Time for 99% Consolidation (years)	36		2.67	46	
Average of 1-way & 2-way (est.)	Settlement at End of Dewatering (in)	0.42	0.47	0.09	0.09	0.11
	% of Total Consolidation at End of Dewatering	26%		90%	28%	
	Time for 50% Consolidation (years)	2.5		0.2	3.2	
	Time for 99% Consolidation (years)	22.5		1.7	28.8	

These findings indicate that at the time dewatering stopped, estimated settlement that had occurred due to effective stress increase ranged from 0.1 to 0.5 inches. This settlement potentially extends about 500 feet from the site in all directions (estimated drawdown area from dewatering activities). Now that groundwater levels have recovered at the construction site, causing the effective stress within the clay layer to return to original levels, we do not expect continued settlement.

Geotechnical Instrumentation

To monitor potential on-going settlement at the site south of the former sinkhole location and in the general area where new residential/light commercial structures could be constructed, we installed nine surface monitoring points. These points were baselined in December 2017 and January 2018 and then surveyed once monthly by AEW, Inc. through May 2018. Figure No. 1 provides a general surface monitoring point location plan. These monitoring points have shown negligible settlement (<1/4-inch) over the approximate 6-month observation period. Figure No. 2 shows a graphical representation of the monitoring point survey readings.

Findings

Based on our consolidation testing analysis and the surface monitoring completed to date, it is our opinion that future settlement of the properties to the south of the former sinkhole area will be negligible (less than 0.5 inch) and not damaging to residential/light commercial structures that may be built on these sites.



ANDERSON, ECKSTEIN
AND WESTRICK, INC.
Engineers | Surveyors | Architects



FK ENGINEERING

Applied Sciences, Inc.



NTI CONSULTANTS, LLC
NTI CONSULTANTS, LLC

DATE	REVISION/DESCRIPTION
	18 Revisions below. Call 24 hours before you dig.

PROJECT NAME
MID PCI-12A
16 MILE ROAD
INTERCEPTOR REPAIR
RECOVERY SHEET

GEOTECHNICAL
INSTRUMENTATION
LOCATION PLAN

STATE OF MACOMB COUNTY
PUBLIC WORKS COMMISSIONER

DESIGNED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE

FOR THE RECORD: THIS SHEET IS A PART OF THE PROJECT AND SHALL BE KEPT WITH THE PROJECT RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL INSTRUMENTATION THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL INSTRUMENTATION THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL INSTRUMENTATION THROUGHOUT THE PROJECT.

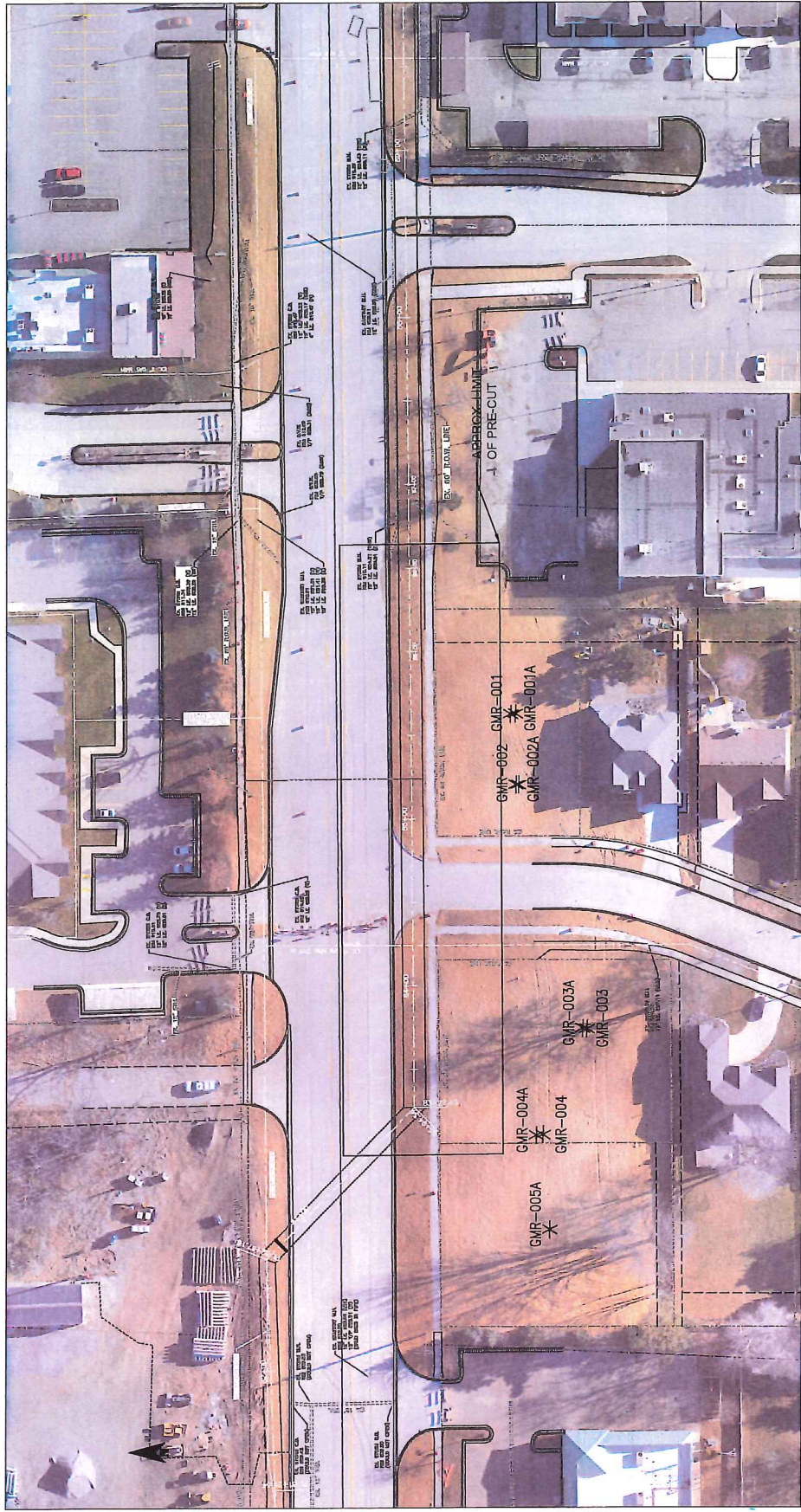
PROJECT NO. 0211-0185
SHEET NO. 1 OF 1

FIGURE 1

GROUND MONITORING PLAN

SCALE: 1" = 30'

LEGEND
* GROUND MONITORING ROD





16-113 Ground Monitoring Points

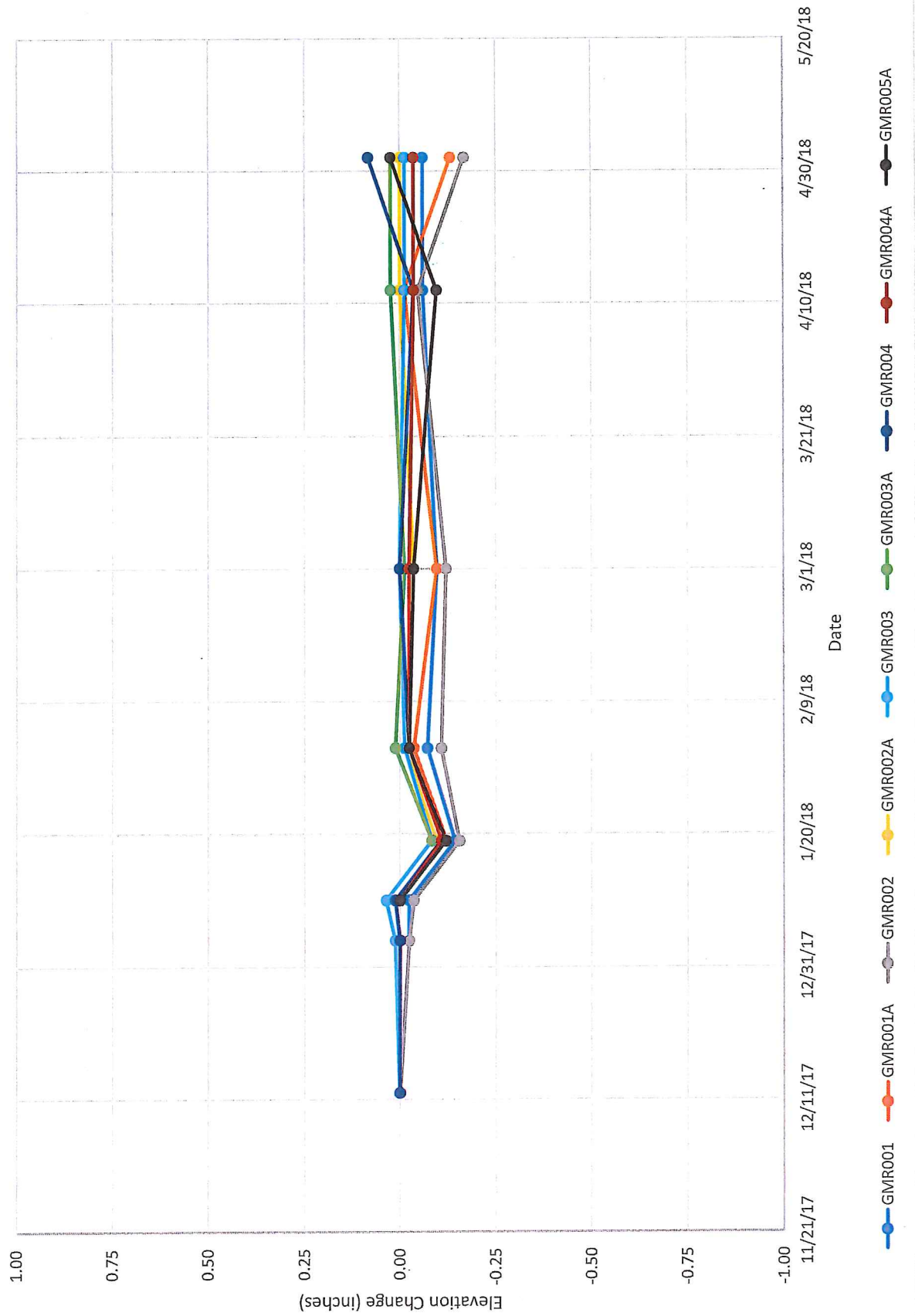


Figure No. 2

MACOMB INTERCEPTOR DRAIN - 12/10/18

Funding Source	Apportionment	Manager	Vendor	Amount	Invoice Detail	Project Summary	Project Balance	
Macomb Interceptor Drain Administration	Chapter 20 Chesterfield - 6.9899% Clinton - 20.9164% Fraser - 4.1343% Harrison - 5.9902% Lenox - .8610% Macomb - 14.5180% New Haven - .8150% Shelby - 9.9241% Sterling Heights - 31.2761% Utica - 1.7244% Washington - 2.8507%							
		Bantios	Aloia & Associates, P.C.	\$ 1,026.00	Invoice #17761 - 10/1/18	Sale of 45345 Garfield Property	\$ 31,003.70	
		Astorino	8 1/2 Mile Relief	\$ 1,600.42	Invoice #P18-83 and P18-85	Personnel Reimbursement - 9/8/18 - 10/5/18		
		Bantios	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 3,892.50	Invoice #378846 - 11/12/18	GLWA Assistance		
		Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 992.40	Invoice #378848 - 11/12/18	Engineering Services - ending 11/2/18		
		Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 15,989.65	Invoice #379279 - 11/12/18	Engineering Services - ending 11/2/18		
		Bantios	FK Engineering Associates	\$ 5,767.40	Invoice #17-134-009 - 11/12/18	Engineering Services - ending 11/9/18		
		Astorino	Hubbell, Roth & Clark, Inc.	\$ 1,862.37	Invoice #165714 - 11/16/18	Engineering Services - 10/1/18 - 10/31/18		
		Astorino	Hubbell, Roth & Clark, Inc.	\$ 1,028.25	Invoice #165712 - 11/16/18	Engineering Services - ending 11/3/18		
		Astorino	Hubbell, Roth & Clark, Inc.	\$ 3,377.91	Invoice #0165713 - 11/16/18	Engineering Services - ending 11/3/18		
		Astorino	Johnson & Anderson	\$ 1,000.00	Invoice #42363 - 11/20/18	Engineering Services - ending 10/27/18		
		Astorino	Motor City Electric Technologies, Inc.	\$ 1,660.78	Invoice #92176 - 11/20/18	Conversion of MCMARS to Bluewater		
		Astorino	Motor City Electric Technologies, Inc.	\$ 529.76	Invoice #92193 - 10/23/18	Purchase Dell Sonicwall/VPN License		
		Bantios	Viviano Law	\$ 8,849.70	Invoice #20174 - 11/9/18	Install/Configure Replacement Sonicwall General Matters		

MACOMB INTERCEPTOR DRAIN - 12/10/18

Funding Source	Apportionment	Manager	Vendor	Amount	Invoice Detail	Project Summary	Project Balance	
Macomb Interceptor Drain (Cont'd) Clintondale P.S.		Astorino	Clinton Township	\$ 2,345.13	Water - 10/23/18 - 11/21/18	2-hour Load Bank Test - 2000kw Generator Replace Temperature Switch on Generator		
		Astorino	Cummins Bridgeway	\$ 3,638.00	Invoice #56-8162 - 11/1/18			
		Astorino	Cummins Bridgeway	\$ 843.73	Invoice #56-9105 - 11/13/18			
		Astorino	DTE Energy	\$ 14,659.49	Monthly Electric - 10/2/18 - 11/1/18			
15 Mile Sinkhole		Bantios	Aloia & Associates, P.C.	\$ 1,633.50	Invoice #17763 - 10/1/18 Legal Services - ending 9/30/18	15 Mile Sinkhole		
		Bantios	Viviano Law	\$ 13,976.36	Invoice #20172 - 11/9/18 Legal Services - ending 10/31/18	15 Mile Sinkhole		
Meters		Astorino	HESCO	\$ 2,387.50	Invoice #10323 - 11/12/18	MID Meter Repair	\$ 279,100.00	
		Astorino	HESCO	\$ 20,180.00	Application #24 - 11/13/18	MID Meter Maintenance	\$ 539.39	
		Bantios	Hubbell, Roth & Clark, Inc.	\$ 3,268.77	Invoice #0165730 - 11/19/18 Engineering Services - ending 11/3/18	Meter Facility Rehabilitation - SY-S-1		
	SRF 5487-01		Bantios	Hubbell, Roth & Clark, Inc.	\$ 2,303.00	Invoice #0165770 - 11/20/18 Engineering Services - ending 11/17/18	Meter Pit Evaluations - Lakeshore Global Project	\$ 89,262.00
			Bantios	NTH Consultants, Ltd.	\$ 26,626.30	Invoice #616406 - 11/5/18 Engineering Services - ending 10/26/18	Dropshaft & Connecting Sewer Rehab	\$ 340,903.76
NGI		Astorino	8 1/2 Mile Relief	\$ 2,136.48	Invoice #P18-83	Personnel Reimbursement - 9/8/18 - 10/5/18		
	OMID	Bantios	Oakland County Treasurer	\$ 4,570,860.67	Invoice #SDS0006056 - 11/1/18	Sewerage Disposal Charges - October 2018		
		Bantios	Oakland County Treasurer	\$ 4,570,860.67	Invoice #SDS0006104 - 12/1/18	Sewerage Disposal Charges - November 2018		
Total				\$ 9,283,296.74				

Income Statement
MIDDD
As of November 30, 2018

	30-Jun-18	7-1-18 to 11-30-18
	Total Fund	O&M**
Revenues		27,253,004.37
Expenditures		25,439,414.17
Equity*	24,259,763	

NOTES

- *Projected reserve at 6/30/2018 15,675,763
- *Projected Engineering Reserve 3,250,000
- *Projected Sinkhole Surplus 4,800,000
- *Life Cycle Reserve 534,000
- Use of surplus for 18/19 (3,000,000)

** Includes following Projects:

Dec 2016 Sinkhole	Revenue	70,000,000	2017A Bond
	Expenditures	5,150,000	State Grant
	Net	131,735	Clinton Twp share of AEW invoice
		233,968	sale of property
		4,279,995	