

MARTIN SANITARY DIVERSION DRAIN
INTRA-COUNTY DRAINAGE BOARD
FEBRUARY 12, 2024
10:00 A.M.
AGENDA

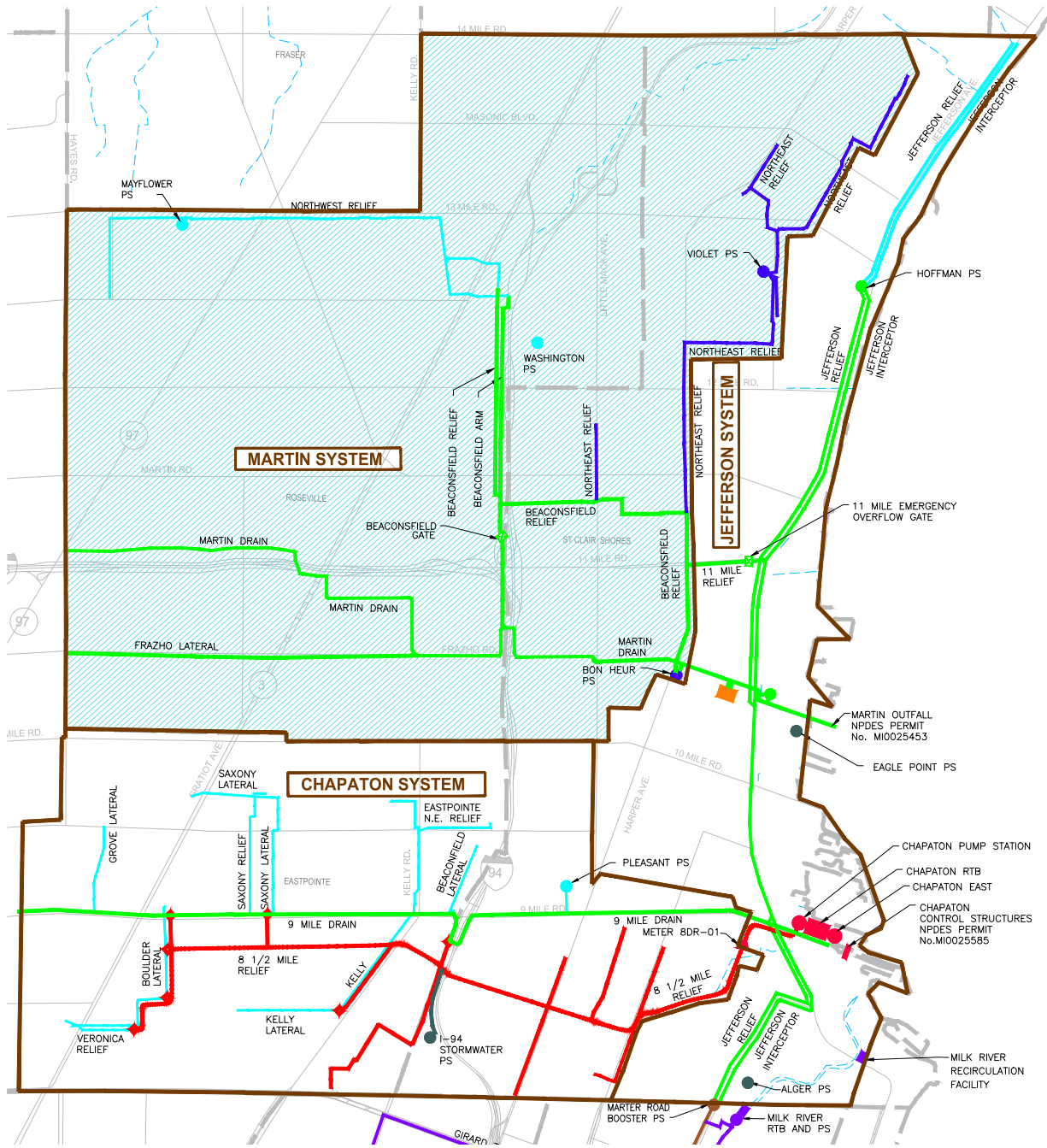
**NOTE: THIS MEETING WILL BE HELD IN PERSON WITH TELECONFERENCE
OPTION FOR PUBLIC**

**Call in Number: 1-470-499-2258
Access Code: 415 487 641**

	Page
1. Call of meeting to order and roll call	
2. Approval of Agenda for February 12, 2024	
3. Approval of Minutes for January 8, 2024	3
4. Public Participation	
5. Project & Operations Update – Vince Astorino	5
6. \$20 million County ARPA Subrecipient Agreement – Jefferson Relief Sewer – Project – Brian Baker	9
Motion: To approve and authorize the Drain Board Chair to sign the \$20 million County ARPA Subrecipient Agreement between Macomb County and the Martin Drainage District.	
7. \$20 million County ARPA - Martin Drainage District and SEMSD 2nd-Tier Subrecipient Agreement - Jefferson Relief Sewer - Brian Baker/Vince Astorino	18
Motion: To approve and authorize the Drain Board Chair to sign the 2nd-Tier Subrecipient Agreement with SEMSD on behalf of the Martin Drainage District.	
8. Consideration for approval of invoices (see attached)	27
9. Financial Report – Bruce Manning	28
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 January 08, 2024, at 10:08 A.M.

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

ALSO PRESENT: Daniel Acciavatti, Deputy Government Relations; Vince Astorino, Operations & Flow Manager; Brian Baker, Chief Deputy; Stephen Downing, Construction and Maintenance Manager; Norb Franz, Communications Manager; Bruce Manning, Finance Manager; Pam Sonnenberg, Administrative Assistant; Sarah Lucido, Board of Commissioners; Don Van Syckel, Board of Commissioners

The meeting was called to order by the Chair, Candice S. 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 December 11, 2023, 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 provided an update that the Martin Sanitary Diversion had no wet weather events in the past month and there is no construction going on right now. He will provide a year in review for 2023 at the next meeting. The Martin RTB project design is on hold as we await EPA funding and should be going out to bid possibly in February. We are still waiting to hear back from the Army Corps on the agreement for the Green Infrastructure grant project.

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 updated on the \$5 million State ARPA grant that Ms. Miller was able to obtain from Senator Hertel for the Jefferson Relief Sewer project. Mr. Astorino has been working with the SEMSD. There is a grant intake form that has been completed and submitted. Once the grant agreement is given to us, Ms. Miller will be asked to approve it and, in this motion, we are also asking for authorization for Ms. Miller to sign the grant agreement.

A motion was made by Mr. Haugh, supported by Mr. Santo to receive and file the Jefferson Sewer \$5 million State ARPA Grant Agreement intake form and authorize Candice Miller to execute the State Grant Agreement.

Adopted: YEAS: 3
NAYS: 0

The Chair presented the invoices totaling \$6,992.61 to the board for review and approval.

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

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 10:16 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 January 8, 2024, 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: 1/08/2024



Candice S. Miller

Public Works Commissioner
Macomb County

To: Martin Sanitary Diversion Drainage District Board Members

CC: File

From: Vincent Astorino, Operations Director

Date: February 12, 2024

Subject: Construction Projects Status Updates for the February 2024 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

Wet Weather Event 1: January 9, 2024

Rainfall: 1.13 inches

Treated Discharge Volume: 11.4 MG

Water Quality Numbers: 40 cts / 100 ml geometric mean (Permit maximum is 1000 cts/ml)

Description: No major issues during the event. We did have a sample pump for the TRC system fail during the event. This is for one of three sample points, so we were able to manage, and the pump has since been replaced.

Wet Weather Event 2: January 13, 2024

Rainfall: 1.12 inches

Treated Discharge Volume: 8.7 MG

Water Quality Numbers: 6 cts / 100 ml geometric mean (Permit maximum is 1000 cts/ml)

Description: No issues during this event.

Wet Weather Event 3: January 26, 2024

Rainfall: 1.50 inches

Treated Discharge Volume: 71.2 MG

Water Quality Numbers: 81 cts / 100 ml geometric mean (Permit maximum is 1000 cts/ml)

Description: This was the largest event of the three that occurred this month. The rain was more intense, there was considerable snow melt, and the basin was unable to dewater from the rain/snow melt we received on 1/24/24. Overall there were no major issues to report from this event and everything operated as designed.

Construction

No construction activities at this time.

Design Projects

- Martin RTB Improvements.
 - This project consists of replacing the dewatering gate, basin blower and ductwork, equipment hatch and crane system, removal of the old flushing systems in the building and basin, and various electrical improvements.
 - Part 41 permit has been submitted to EGLE and approved.
 - Design is 90% complete. Waiting on EPA approval for funding requirements to finish design specifications. Once that is complete, we will put the project out to bid.
 - Working with the EPA and have started making some progress with them. Technical correction is in process. Workplan and CATEX forms have also been submitted.
- USACE Green Infrastructure Grant
 - Have started the agreement process with USACE for this \$400,000 project with USACE covering \$300,000 of that. The \$100,000 match to be provided by MSDDD has already been budgeted.
 - Contract signed. Next step is for USACE to setup a meeting to discuss project scope to be bid out for design.
 - USACE has started working on scope for the project.
 - USACE has requested our cost share of \$100,000 for this project. That payment is within the invoices for today.



Martin District Overview

- Located at 22301 Bon Brae, St. Clair Shores, MI 48080
- Constructed in the late 1960's as a 8.6 Million Gallon Combined Sewer Overflow (CSO) Facility
- Flushing, Disinfection, Diversion Chamber, and Inlet/Outlet Structures added the late 1970's
- Sodium Hypochlorite Tanks in the Late 1990's
- Retention Basin Baffles Added in the Early 2000's
- Services Approximately 69,354 Residents in the Following Communities
 - Roseville
 - St. Clair Shores
- Annual Operation & Maintenance Budget of \$1,113,520

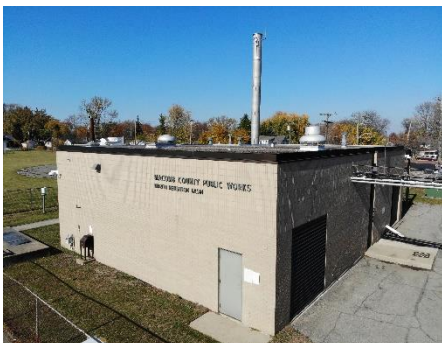
2023 LOOK BACK

During the 2023 calendar year, the Martin Retention Treatment Basin (RTB) had six (6) treated CSO discharge events. Each of these events was in compliance with the current EGLE permits and all sampling for e-coli, total suspended solids (TSS), Carbonaceous Biochemical Oxygen Demand (CBOD), ammonia, nitrogen, phosphorous, pH, dissolved oxygen (DO), and total residual chlorine (TRC) met or exceeded the EGLE standards.

MOVING FORWARD

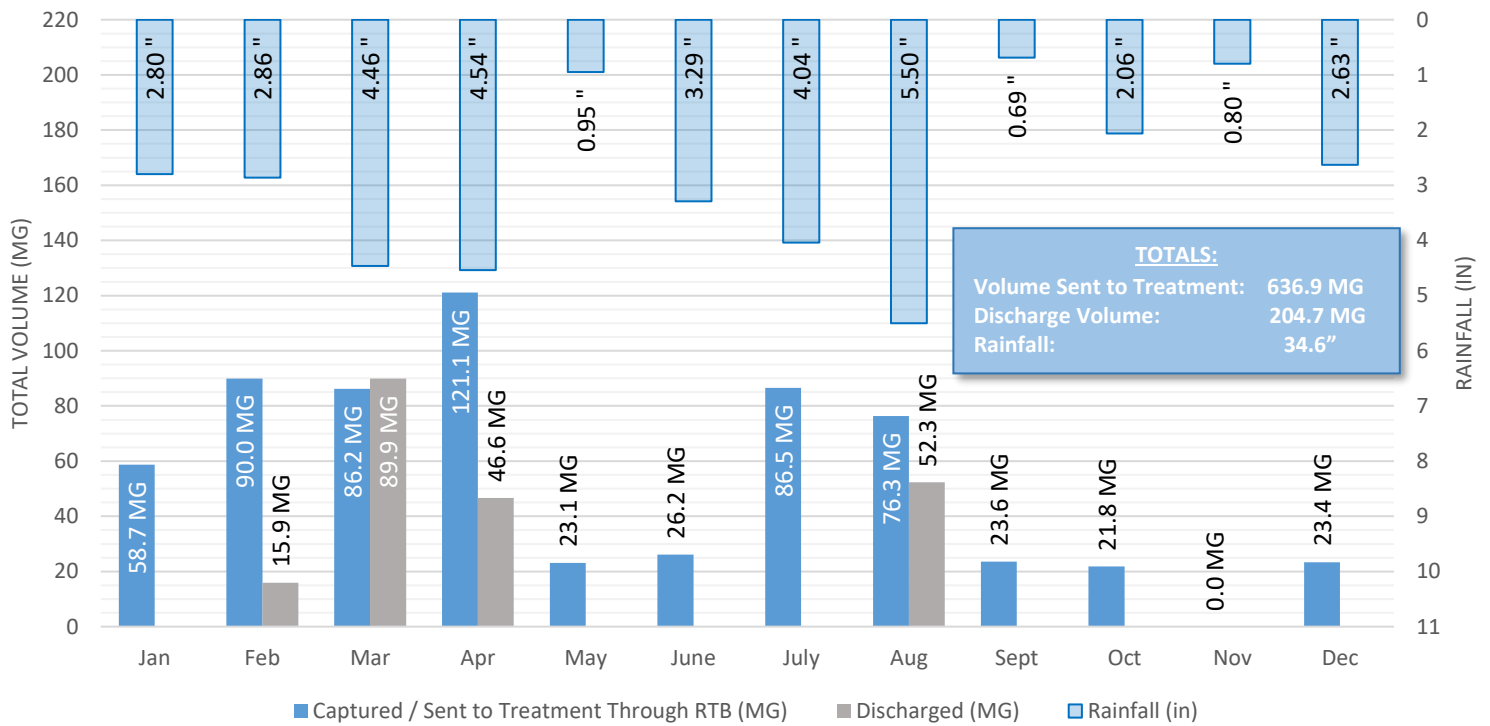
The Martin District is scheduled to have several improvement studies and projects procured during the 2024 calendar year. The following projects are intended to increase the level of service within the district and to improve upon existing operation and maintenance efforts.

- **Martin RTB Improvements:** This project is currently in design and will target various life-cycle improvements at the Martin RTB. This includes items such as sluice gate replacement, abandoned flushing system demolition, basin blower and ductwork replacement, equipment hoist and hatch replacement, HVAC improvements, and various electrical improvements. Design has been completed and solicitations for contractors bids will be published in early 2024.
- **Green Infrastructure Project:** In collaboration with the United States Army Corps of Engineers and the Martin District, grant funding has been secured to establish a green infrastructure project at the Martin RTB. This project will reduce stormwater from entering the combined sewer system.
- **Jefferson Relief:** In collaboration with the Southeast Macomb Sanitary District and the Martin District, design has commenced on a relief sewer between 10.5 Mile and 9 Mile. When completed, this relief sewer will reduce CSO's from the Martin RTB by approximately 50%. This design should be completed by the end of 2024.

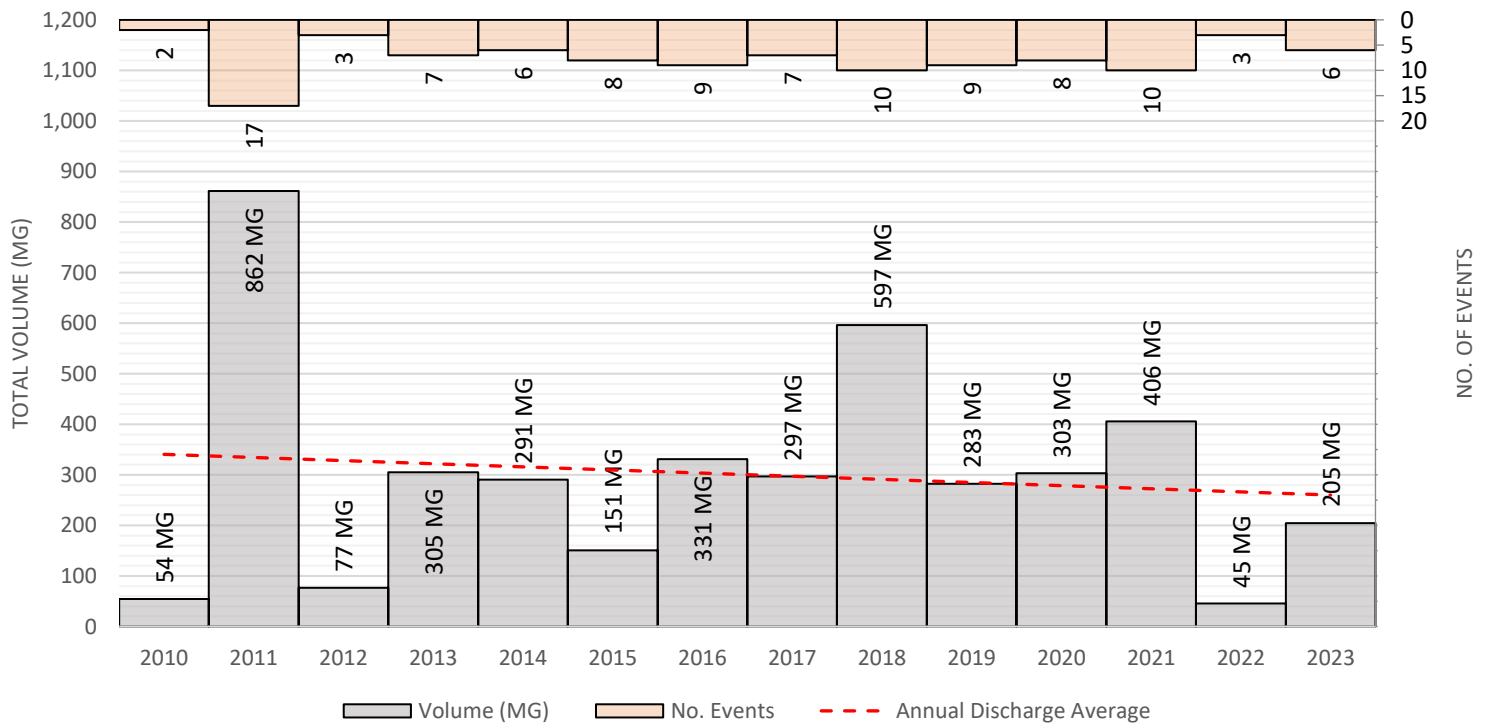




MARTIN RTB 2023 VOLUME STATISTICS



MARTIN RTB LONG TERM DISCHARGE STATISTICS





Macomb County Board of Commissioners

RESOLUTION NO. 2023-10443

Adopted: July 20, 2023

A RESOLUTION APPROVING THE CORONAVIRUS STATE AND LOCAL FISCAL RELIEF FUNDS SUBRECIPIENT AGREEMENT

The Macomb County Board of Commissioners offers the following Resolution:

WHEREAS, the County has entered into a Coronavirus State and Local Fiscal Relief Funds (SLFRF) (ALN 21,027) Subrecipient Agreement with the County of Macomb as the Grantee and the "District," known as the Subrecipient a copy of which is attached as Exhibit A; and

WHEREAS, an agreement made with a District through the SLFRF Subrecipient Agreement is to provide funding totaling the following amounts:

8 ½ Mile Relief Drain Drainage District (Chapaton)

Total Proposed ARPA Funding: \$18,300,000

Martin Sanitary Diversion District (Jefferson)

Total Proposed ARPA Funding: \$20,000,000

Southeast Macomb County Wastewater Disposal System (Bon Heur)

Total Proposed ARPA Funding: \$1,700,000

WHEREAS, the Commission wishes to approve the form of the Coronavirus State and Local Fiscal Relief Funds (SLFRF) (ALN 21.027)) Subrecipient Agreement for each of the subrecipients without approving each individual SLFRF Subrecipient Agreement as might otherwise be required by the Macomb County Charter.

THEREFORE BE IT RESOLVED that the form and substance of the SLFRF Subrecipient Agreement as attached as Exhibit A is hereby approved.

BE IT FURTHER RESOLVED that the SLFRF Subrecipient Agreements between Macomb County and each of the subrecipients in the amounts stated above are hereby approved in the form and substance attached as Exhibit A, subject only to such changes as are needed to fill in the blanks applicable to each agreement and with no other changes. If any other changes are made, the particular SLFRF Subrecipient Agreement in which such changes are made shall require Commission approval.



DON BROWN, Board Chair



ANTHONY G. FORLINI, Clerk/Register of Deeds

CORONAVIRUS STATE AND LOCAL FISCAL RELIEF FUNDS (SLFRF) (ALN 21.027)
SUBRECIPIENT AGREEMENT

This agreement is entered into by and between the County of Macomb, a Michigan constitutional corporation (herein called the "Grantee") and the Martin Sanitary Diversion District (the "District"), with offices located at 21177 Dunham Rd, Clinton Twp, MI. 48036 and whose UEI number is _____, herein called the "Subrecipient" as defined by 2 CFR 200.330. The Grantee is designated as a Prime Recipient under the Coronavirus State and Local Fiscal Relief Funds (SLFRF, ALN 21.027) program contained within the American Rescue Plan Act of 2021. As a Prime Recipient, the grantee has elected to distribute funds to the District for the purpose of aiding the District in covering costs related to necessary improvements to the wastewater and stormwater infrastructure within the District, primarily for the purpose of reducing combined sewer overflows into Lake St Clair. The following statements and provisions are acknowledged and agreed upon by and between parties.

- 1. Time of Performance** – This agreement between the Grantee and the Subrecipient shall go into effect on the day that SLFRF funds are made available to the Subrecipient for expenditure and will remain in effect until December 31, 2026. Eligible expenditures under the SLFRF program will be reimbursed under the program provided that they were obligated between March 3, 2021 and December 31, 2024 and expended in accordance with generally accepted accounting principles no later than December 31, 2026.

Reporting of all expenditures requested to be reimbursed with SLFRF funds shall be reported to the Grantee monthly by no later than the tenth (10th) of each month. A final report shall be reported to the Grantee by no later than February 28, 2027. Unused budgeted SLFRF distributions can be recaptured by the Grantee for other eligible projects if needed.

- 2. Scope of Work** – The Subrecipient will use funds for eligible SLFRF expenditures, which will be pre-approved by the Grantee.
- 3. Amendments** – The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and are approved by the Grantee. Such amendments shall not invalidate the terms and conditions reflected in this Agreement not otherwise altered or impacted by the amendment, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement, except to the extent those obligations are altered by amendment.

The Grantee may, at its discretion, amend this Agreement to conform with Federal, State, or Local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by a written amendment signed by both the Grantee and Subrecipient. In the event such amendments are made for the purpose of conforming with Federal, State, or Local governmental guidelines, policies, and availability of funding, Subrecipient shall have no claim or cause of action against the Grantee.

SPECIAL CONDITIONS: The following special conditions apply:

4. **Compensation and Method of Payment** – Grantee will pay to the Subrecipient on a reimbursement basis, funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payment. **Payments will be made for eligible expenses incurred by the Subrecipient, not to exceed the total budgeted distribution of SLFRF funds of \$20,000,000.** (see attached schedule) Subrecipient will submit a Reimbursement Request Voucher, as provided by the Grantee, to the Grantee, along with support documentation, to obtain payment for costs incurred under this Agreement. The Grantee will use the documentation to review and validate requests for payment, and otherwise monitor performance under this agreement. Based on monthly reporting results, Subrecipients which are projected to significantly underspend their awarded CRF distribution will be subject to the funding being reallocated for other purposes by the Grantee.

Indirect cost rate for the Federal award: *N/A*

5. **Records, Reports, Monitoring and Audits** – The Subrecipient shall maintain all records required by the Federal regulations specified in 2 CFR 200 and the SLFRF Compliance and Reporting Guidance. Such records shall include but not be limited to: records providing a full description of each activity undertaken; records required to determine eligibility of activities and records required to document acquisition, including financial records.

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, Comptroller General of the United States, the Office of the Inspector General of the United States Treasury, or any of their authorized representatives, at any time, as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with the audit requirements set forth in 2 CFR 200, Subpart F - Audit Requirements.

6. **Grant Administration** – the Subrecipient will comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements as defined by 2 CFR 200.
7. **Program Income** – the Subrecipient is not expected to receive Program Income as defined at 2 CFR 200.80. Should that occur, Subrecipient will report and remit the income received to the Grantee.
8. **Other Requirements** – the Subrecipient must comply with each of the following:
 - a. Anti-Discrimination/Affirmative Action and Equal Employment Opportunity – Subrecipient will comply with President's Executive Order 11246 of September 24, 1965.
 - b. Grant Monitoring – In accordance with 2 CFR 200.331, Subrecipient monitoring will be required. In addition, the Grantee reserves rights to perform additional procedures or may impose additional specific award conditions as determined are necessary by the Grantee per 2 CFR 200.207.

9. Suspension or Termination for Cause: In accordance with 2 CFR part 200, subpart D, the Subrecipient's failure to fulfill the terms of this Agreement, or Subrecipient's violation of its covenants, agreements or stipulations, may result in full or partial suspension or termination of this Agreement by Grantee. Upon termination, if applicable, the Subrecipient will provide all expenditures not yet submitted for reimbursement as of the date of suspension or termination. Expenditures occurring after the date of suspension or termination will not be eligible for reimbursement. Suspension or termination would not relieve the Subrecipient of its obligations under this agreement, including Reversions of Assets, Record Retention, Monitoring, or Audits for activity occurring before suspension or termination. Final payments under the grant may be withheld until the amount of damages is determined. Contract termination will not nullify the Subrecipient's cooperation agreement with the Grantee.

10. Termination for Convenience: Either party may terminate this Agreement by giving written notice to the other party at least thirty days prior to termination. Upon termination, Subrecipient would be paid for permissible services rendered under this Agreement up to the date of termination. Contract termination will not, however, nullify the Subrecipient's cooperation agreement with the Grantee.

11. Record Retention: Per 2 CFR 200.333, the Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three (3) year period, such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three (3) year period, whichever is greater.

All records are public to the extent allowed by State and Federal Freedom of Information law, unless protected by Federal and State privacy law. Personal income, address, individual and family names, and payroll information (including but not limited to names, addresses and social security numbers of payees) may not therefore be released unless such identifiers have been removed to the extent required by law.

12. Reversion of Assets - The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of the SLFRF program, with the applicability and cross reference to 2 CFR 200 and the ~~U.S. Treasury CRF FAQ memo dated August 10, 2020,~~ which include but are not limited to the following:

- a. The Subrecipient shall transfer to the Grantee any SLFRF funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.
- b. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with SLFRF funds under this Agreement, shall remain the property of the Subrecipient at the time of expiration, cancellation, or termination of this Agreement.
- c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold on or before December 31, 2026, such proceeds must be reverted back to the Grantee.
- d. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold after December 31, 2026, such proceeds shall be retained by the Subrecipient.

13. Legal Indemnity - Subrecipient will indemnify, defend, and hold harmless Grantee, its officials, volunteers, boards, commissions, and agents against any and all expense and liability arising from any act, omission, or negligence of the Subrecipient. Subrecipient will immediately notify Grantee of any threatened or actual litigation related to activities under this agreement, or the CRF program. Grantee may enter into such litigation to protect its interests as they may appear.

In the instance of expense and liability arising from non-compliance with Federal Regulations, the Subrecipient's financial liability under this section of the agreement shall not exceed the cumulative amount of CRF funds expended for the benefit of the project or activity for which the act of program or regulation noncompliance occurs.

If the act of non-compliance is on the part of the Subrecipient, the Subrecipient is fully responsible for all legal and financial expense and liability, which may include, but is not limited to, any fines or penalties imposed by the U.S Treasury or other government agencies resulting from the act of non-compliance.

14. Relationship of Grantee and Subrecipient - Subrecipient and Grantee are two independent entities. No partnership, association, or joint enterprise exists between them because of this agreement except as specified in the Cooperation Agreement executed between Subrecipient and Grantee. This agreement, moreover, will not be construed as making an employee of the Subrecipient an agent or employee of Grantee.

15. Conflict of Interest - The Subrecipient agrees to abide by the provisions of 2 CFR 200.318, which includes (but is not limited to the following):

- a. The Subrecipient shall maintain a written code of standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal Funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. The officers, employees, and agent of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

16. Notification of Legal Action - Subrecipient will provide written notice to Grantee should it intend to pursue a claim against the Grantee for breach of any terms of this Agreement. Subrecipient will wait for at least 90 days before filing suit and, at the request of Grantee, will meet with an appointed Grantee representative to attempt to resolve the dispute.

17. Remedies for noncompliance - As described in 2 CFR 200.338, if the Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or Grantee may impose additional conditions, as described in 2 CFR 200.207 Specific conditions. If the Federal awarding agency or Grantee determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- c. Wholly or partly suspend or terminate the Federal award.
- d. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- e. Withhold further Federal awards for the project or program.
- f. Take other remedies that may be legally available.

18. Severability - If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected and all other parts of this Agreement shall remain in full force and effect.

19. Code of Federal Regulations: The subrecipient may view the entire Code of Federal Regulations (CFR) at <http://www.ecfr.gov>

20. Equal Access - The subrecipient will comply with the equal access requirements at 24 CFR 5.106.

21. National Policy Requirements: The subrecipient will comply with the Statutory and national policy requirements at 2 CFR 200.300.

IN WITNESS WHEREOF, the authorized representatives of Grantee and Subrecipient have signed this agreement below, and agree to abide by all terms as set forth herein.

County of Macomb by



Mark F. Deldin
Chief Deputy County Executive

Date: 7/20/2023

Print Name & Title

Date: _____

Witnessed by:



Date: 7/20/2023

Witnessed by:

Date: _____

Public Works Projects Clean Water Projects – \$40 million County ARPA Funds

Chapaton In-System Storage

The Chapaton In-System Storage project entails the construction of an access shaft and installation of an inflatable bladder within the 12-foot diameter 8 ½ Mile tunnel in Eastpointe to temporarily store 3.5 million gallons of excess combined sewer flows during rain events. These flows will be retained and stored until after the rain event and then sent to GLWA for full treatment rather than discharged to Lake St. Clair. This project along with several others will reduce combined sewer overflows at Chapaton into Lake St. Clair by 70%.

Proposing to use \$8.8 million of County ARPA funds to offset the total \$12.4 million project cost.

Construction started in January 2022 and will be completed by spring 2024.

Chapaton Electrical/Generator Upgrades

The Chapaton Electrical Upgrades project replaces the original 55 year old electrical components at the pump station and will provide 5 backup generators to fully power the station. The station has had several small electrical fires and is at risk of not operating during critical times. The current single generator only provides house power and is unable to power the three large storm pumps. The project includes new motor starters for the three storm pumps, new 15kV switchgear to replace the existing obsolete units, and a motor rebuild for one of the pumps.

Proposing to use \$9.5 million of County ARPA funds to offset the total \$22.0 million project cost.

The project is currently out for construction bids for contract award in June 2023.

Jefferson Interceptor Relief Sewer

The Jefferson Interceptor Relief project consists of installing 1.5 miles of 72” sewer from 9 Mile to Bon Brae in St. Clair Shores, Locations north and south on Jefferson have dual mains, so flows here are bottlenecked, which result in unnecessary CSO discharges. This project will reduce CSO discharges by approximately 50% from the Martin RTB district and will assist in preventing basement backups. Coupled with the Martin In-System Storage and Bon Heur rehabilitation projects, we will be able to reduce CSOs into Lake St. Clair by 70% at Martin. SEMSD will partner with the County on this project.

Proposing to use \$20 million of County ARPA funds to offset the \$25 million project cost.

The project is currently in the planning phase and will be ready to construct by early 2024.

Bon Heur Pump Station Rehabilitation

The Bon Heur Pump Station is 45 years old and is in need of rehabilitation. This project includes the replacements of the 4 existing Archimedes Screw Pumps (40,000 gallons per minute) which have reached the end of their useful life. The pumps are at risk of failure which would put thousands of upstream residents at risk of basement backups. The new energy efficient and operationally flexible pumps will also work to reduce combined sewer overflows for the Martin RTB by utilizing upstream pipe capacity. This project also includes sluice gate, electrical replacements, and odor control improvements.

Proposing to use \$1.7 million of County ARPA fund to offset the \$9.5 million project cost.

Design for this project will be completed by September 2023 for bidding in the fall and construction to start in early 2024.

Macomb County, Michigan

List of ARPA Subrecipients – Water & Sewer Infrastructure Projects

<u>Drainage District Name</u>	<u>Total Estimated Cost</u>	<u>Proposed ARPA Funding</u>
8 ½ Mile Relief Drain Drainage District (Chapaton)	\$34.4M	\$18.3M
Martin Sanitary Diversion District (Jefferson)	\$25.0M	\$20.0M
Southeast Macomb County Wastewater Disposal System (Bon Heur)	<u>\$ 9.5M</u>	<u>\$ 1.7M</u>
Totals	\$68.9M	\$40.0M

CORONAVIRUS STATE AND LOCAL FISCAL RELIEF FUNDS (SLFRF) (ALN 21.027)
SECOND-TIER SUBRECIPIENT AGREEMENT

This agreement is entered into by and between the Martin Sanitary Diversion Drainage District, an intra-county drain drainage district established under the Drain Code of 1956, (herein called the "District") and the Southeast Macomb Sanitary District, a sewer system established under Public Act 129 of 1943 (the "SEMSD"), with offices located at 20001 Pleasant Street, St. Clair Shores, Michigan, and whose UEI number is MUN5FKTBJLQ5. The District has been designated as a Subrecipient of funds received by the County of Macomb (the "Grantee") under the Coronavirus State and Local Fiscal Relief Funds (SLFRF, ALN 21.027) program contained within the American Rescue Plan Act of 2021. As a Subrecipient, the District has elected to distribute funds to SEMSD as a Sub-subrecipient for the purpose of aiding the District in covering costs related to necessary improvements to the wastewater and stormwater infrastructure within the District, primarily for the purpose of reducing combined sewer overflows into Lake St Clair. The following statements and provisions are acknowledged and agreed upon by and between parties.

1. **Time of Performance** – This agreement between the District and the SEMSD shall go into effect on the day that SLFRF funds are made available to the SEMSD for expenditure and will remain in effect until December 31, 2026. Eligible expenditures under the SLFRF program will be reimbursed under the program provided that they were obligated between March 3, 2021 and December 31, 2024 and expended in accordance with generally accepted accounting principles no later than December 31, 2026.

Reporting of all expenditures requested to be reimbursed with SLFRF funds shall be reported to the District monthly by no later than the first (1st) of each month. A final report shall be reported to the District by no later than February 28, 2027. Unused budgeted SLFRF distributions can be recaptured by the District for other eligible projects if needed.

2. **Scope of Work** – The SEMSD shall complete the work as set forth in the Scope of Work attached hereto as Exhibit and incorporated herein by reference. The SEMSD will only use funds for eligible SLFRF expenditures, which must be pre-approved by the District in writing.
3. **Amendments** – The District or SEMSD may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and are approved by the District. Such amendments shall not invalidate the terms and conditions reflected in this Agreement not otherwise altered or impacted by the amendment, nor relieve or release the District or SEMSD from its obligations under this Agreement, except to the extent those obligations are altered by amendment.

The District may, at its discretion, amend this Agreement to conform with Federal, State, or Local governmental guidelines, and policies. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by a written amendment signed by both the District and SEMSD. In the event such amendments are made for the purpose of conforming with Federal, State, or Local governmental guidelines, and policies, SEMSD shall have no claim or cause of action against the District.

SPECIAL CONDITIONS: The following special conditions apply:

4. **Compensation and Method of Payment** – Grantee will pay to the SEMSD on a reimbursement basis, funds available under this Agreement based upon information submitted by the SEMSD and consistent with any approved budget and Grantee policy concerning payment. **Payments will be made for eligible expenses incurred by the SEMSD, not to exceed the total budgeted distribution of SLFRF funds of \$20,000,000.00.** In order to receive reimbursement, SEMSD shall submit a Reimbursement Request Voucher, as provided by the District, to the District, along with support documentation. The District will use

the documentation to administratively review requests for payment, and otherwise monitor performance under this agreement. The District will then submit the documentation to the Grantee for Grantee's review, approval, and reimbursement to SEMSD. Based on monthly reporting results, Covid Relief Fund ("CRF") distributions will be subject to the funding being reallocated for other purposes by the Grantee.

Indirect cost rate for the Federal award: *N/A*

5. **Records, Reports, Monitoring and Audits** – The SEMSD shall maintain all records required by the Federal regulations specified in 2 CFR 200 and the SLFRF Compliance and Reporting Guidance. Such records shall include but not be limited to: records providing a full description of each activity undertaken, records required to determine eligibility of activities, and records required to document acquisition, including financial records.

All SEMSD records with respect to any matters covered by this Agreement shall be made available to the District, the Grantee, the Comptroller General of the United States, the Office of the Inspector General of the United States Treasury, or any of their authorized representatives, at any time, as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SEMSD within 30 days after receipt by the SEMSD. Failure of the SEMSD to comply with the above audit requirements will constitute a violation of this contract and may result in withholding of future payments. The SEMSD hereby agrees to have an annual agency audit conducted in accordance with the audit requirements set forth in 2 CFR 200, Subpart F - Audit Requirements.

6. **Grant Administration** – the SEMSD will comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements as defined by 2 CFR 200.
7. **Program Income** – the SEMSD is not expected to receive Program Income as defined at 2 CFR 200.80. Should that occur, SEMSD will report and remit the income received to the District.
8. **Other Requirements** – the SEMSD must comply with each of the following:
 - a. Anti-Discrimination/Affirmative Action and Equal Employment Opportunity – SEMSD will comply with President's Executive Order 11246 of September 24, 1965.
 - b. Grant Monitoring – In accordance with 2 CFR 200.331, SEMSD monitoring will be required. In addition, the District reserves rights to perform additional procedures or may impose additional specific award conditions as determined are necessary by the District per 2 CFR 200.207.
9. **Suspension or Termination for Cause:** In accordance with 2 CFR part 200, subpart D, the SEMSD's failure to fulfill the terms of this Agreement, or SEMSD's violation of its covenants, agreements or stipulations, may result in full or partial suspension or termination of this Agreement by the District. Upon termination, if applicable, the SEMSD will provide all expenditures not yet submitted for reimbursement as of the date of suspension or termination. Expenditures occurring after the date of suspension or termination will not be eligible for reimbursement. Suspension or termination would not relieve the SEMSD of its obligations under this agreement, including Reversions of Assets, Record Retention, Monitoring, or Audits for activity occurring before suspension or termination. Final payments under the grant may be withheld until the amount of damages is determined.
10. **Termination for Convenience:** Either party may terminate this Agreement by giving written notice to the other party at least thirty days prior to termination. Upon termination, SEMSD would be paid for permissible services rendered under this Agreement up to the date of termination.
11. **Record Retention:** Per 2 CFR 200.333, the SEMSD shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years. If there

are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three (3) year period, such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three (3) year period, whichever is greater.

All records are public to the extent allowed by State and Federal Freedom of Information law, unless protected by Federal and State privacy law. Personal income, address, individual and family names, and payroll information (including but not limited to names, addresses and social security numbers of payees) may not therefore be released unless such identifiers have been removed to the extent required by law.

12. Reversion of Assets - The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of the SLFRF program, with the applicability and cross reference to 2 CFR 200 which include but are not limited to the following:

- a. The SEMSD shall transfer to the District any SLFRF funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.
- b. Real property under the District's control that was acquired or improved, in whole or in part, with SLFRF funds under this Agreement, shall remain the property of the District at the time of expiration, cancellation, or termination of this Agreement.
- c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold on or before December 31, 2026, such proceeds must be reverted back to the District.
- d. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold after December 31, 2026, such proceeds shall be retained by the District.

13. Legal Indemnity – To the extent permitted by law, the SEMSD will indemnify, defend, and hold harmless the District, its officials, volunteers, boards, commissions, and agents (including those shared with Macomb County Public Works Office) against any and all expense and liability arising from any act, omission, or negligence of the SEMSD. SEMSD will immediately notify the District of any threatened or actual litigation related to activities under this agreement, or the CRF program. District may enter into such litigation to protect its interests as they may appear.

In the instance of expense and liability arising from non-compliance with Federal Regulations, the SEMSD's financial liability under this section of the agreement shall not exceed the cumulative amount of CRF funds expended for the benefit of the project or activity for which the act of program or regulation noncompliance occurs.

If the act of non-compliance is on the part of the SEMSD, the SEMSD is fully responsible for all legal and financial expense and liability, which may include, but is not limited to, any fines or penalties imposed by the U.S Treasury or other government agencies resulting from the act of non-compliance.

14. Relationship of District and SEMSD - SEMSD and the District are two independent entities. No partnership, association, or joint enterprise exists between them because of this agreement. This agreement, moreover, will not be construed as making an employee of the SEMSD an agent or employee of the District.

15. Conflict of Interest - The SEMSD agrees to abide by the provisions of 2 CFR 200.318, which includes (but is not limited to the following):

- a. The SEMSD shall maintain a written code of standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal Funds.

- b. No employee, officer or agent of the SEMSD shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c. The officers, employees, and agent of the SEMSD may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the SEMSD may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the SEMSD.
- 16. Notification of Legal Action** - SEMSD will provide written notice to the District should it intend to pursue a claim against the District for breach of any terms of this Agreement. SEMSD will wait for at least 90 days before filing suit and, at the request of District, will meet with an appointed District representative to attempt to resolve the dispute.
- 17. Federal Regulations:** The Final Rule of the U.S. Department of Treasury implementing the distribution of SLFRF, as it is in effect at the time SEMSD expends funds pursuant to this Agreement, is hereby incorporated into this Agreement as though fully set forth herein. The SEMSD may view the entire Code of Federal Regulations (CFR) at <http://www.ecfr.gov>.
- 18. Remedies for noncompliance** - As described in 2 CFR 200.338, if the SEMSD fails to comply the Final Rule, or with any Federal statutes, regulations, or terms and conditions of a Federal award, the Federal awarding agency, the Grantee, or District may impose additional conditions, as described in 2 CFR 200.207
- 19. Specific conditions.** If the Federal awarding agency, the Grantee, or the District determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:
- a. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
 - b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the Federal award.
 - d. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
 - e. Withhold further Federal awards for the project or program.
 - f. Take other remedies that may be legally available.
- 20. Severability** - If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected and all other parts of this Agreement shall remain in full force and effect.
- 21. Equal Access** - The SEMSD will comply with the equal access requirements at 24 CFR 5.106.
- 22. No Assignment** - Through this Agreement, SEMSD is designated a Sub-Subrecipient of funds received by the District from the Grantee, as permitted by 42 USC § 803(c)(3). This agreement is otherwise non-assignable

with duties that are non-delegable.

23. National Policy Requirements: The SEMSD will comply with the Statutory and national policy requirements at 2 CFR 200.300.

IN WITNESS WHEREOF, the authorized representatives of the District and the SEMSD have signed this agreement below, and agree to abide by all terms as set forth herein.

The Southeast Macomb Sanitary District

By: _____

Its:

Witnessed by:

Date: _____

Print Name & Title _____

Date: _____

Witnessed by:

Date: _____

The Martin Sanitary Drain Drainage District

By: _____

Its:

Witnessed by:

Date: _____

Print Name & Title _____

Date: _____

Witnessed by:

Date: _____

EXHIBIT

SCOPE OF WORK AND COST ESTIMATE

The purpose of the Jefferson Relief Sewer is to improve water quality in Lake St. Clair. This will be accomplished by the construction of a new sanitary sewer on Jefferson Avenue from Rio Vista to 9 Mile Road. This new sewer will be able to convey additional combined sewage to the Chapaton Retention Treatment Basin for additional system storage. This project will reduce the discharge volume of combined sewer overflows from the Martin retention treatment basin into Lake St. Clair.



CONSTRUCTION ESTIMATE
SOUTHEAST MACOMB SANITARY DISTRICT
JEFFERSON RELIEF SEWER

PREPARED BY: Elise Walker
 DATE: 1/10/2024
 PROJECT NO. 0208-0111

CHECKED BY: Taylor Sting, PE
 DATE: 1/10/2024

Kyle Seidel, PE
 1/10/2024

Item No.	Description	Estimated Quantity	Units	State of Michigan			Macomb County	
				Unit Price	Amount	ARPA Fairmark Grant	ARPA Funding	Self Funded
1.	_Mobilization, Max. 5%	1	LSUM	1,034,000.00 \$	1,034,000.00 \$	- \$	1,034,000 \$	-
2.	_Audio Visual Record of the Construction Influence Area	1	LSUM	10,000.00 \$	10,000.00 \$	- \$	10,000 \$	-
3.	_Traffic Control	1	LSUM	300,000.00 \$	300,000.00 \$	- \$	300,000 \$	-
4.	Tree, Rem. 6 inch to 18 inch	52	Ea	500.00 \$	26,000.00 \$	- \$	26,000 \$	-
5.	Dr Structure, Rem	40	Ea	850.00 \$	34,000.00 \$	- \$	34,000 \$	-
6.	Sewer, Rem, Less than 24 inch	800	Ft	40.00 \$	32,000.00 \$	- \$	32,000 \$	-
7.	Pavt, Rem	40,000	Syd	11.00 \$	440,000.00 \$	- \$	440,000 \$	-
8.	Sidewalk, Rem	1,700	Syd	26.00 \$	44,200.00 \$	- \$	44,200 \$	-
9.	_Water Main, Rem	500	Ft	65.00 \$	32,500.00 \$	- \$	32,500 \$	-
10.	Erosion Control, Inlet Protection, Fabric Drop	75	Ea	195.00 \$	14,625.00 \$	- \$	14,625 \$	-
11.	_Aggregate Base, 10 inch	40,000	Syd	16.00 \$	640,000.00 \$	- \$	640,000 \$	-
12.	Maintenance Gravel	1,200	Ton	40.00 \$	48,000.00 \$	- \$	48,000 \$	-
13.	_Hydrant, Relocate case 1	17	Ea	3,900.00 \$	66,300.00 \$	- \$	66,300 \$	-
14.	Water Main, DI, 6 inch, Tr Det G	200	Ft	215.00 \$	43,000.00 \$	- \$	43,000 \$	-
15.	Water Main, DI, 8 inch, Tr Det G	500	Ft	200.00 \$	100,000.00 \$	- \$	100,000 \$	-
16.	_Storm Sewer, Sch 40 PVC, 8 inch, Tr Det B	30	Ft	72.00 \$	2,160.00 \$	- \$	2,160 \$	-
17.	Sewer, CI IV, 12 inch, Tr Det A	850	Ft	85.00 \$	72,250.00 \$	- \$	72,250 \$	-
18.	Sewer, CI IV, 15 inch, Tr Det A	150	Ft	125.00 \$	18,750.00 \$	- \$	18,750 \$	-
19.	Sewer, CI IV, 18 inch, Tr Det A	60	Ft	130.00 \$	7,800.00 \$	- \$	7,800 \$	-
20.	Sewer, CI IV, 60 inch, Tr Det A	7,100	Ft	1,400.00 \$	9,940,000.00 \$	5,000,000 \$	4,940,000 \$	-
21.	_External Seal, Manhole	15	Ea	650.00 \$	9,750.00 \$	- \$	9,750 \$	-
22.	_Sanitary Sewer Bulkhead, 12 inch (E)	9	Ea	325.00 \$	2,925.00 \$	- \$	2,925 \$	-
23.	Video Taping Sewer and Culv Pipe	10,000	Ft	6.50 \$	65,000.00 \$	- \$	65,000 \$	-
24.	Dr Structure, 36 inch dia	10	Ea	2,400.00 \$	24,000.00 \$	- \$	24,000 \$	-
25.	Dr Structure, 48 inch dia	80	Ea	2,765.00 \$	221,200.00 \$	- \$	221,200 \$	-
26.	Dr Structure, 60 inch dia	15	Ea	3,500.00 \$	52,500.00 \$	- \$	52,500 \$	-
27.	_Sanitary Manhole, Adj, Add Depth	50	Ft	374.00 \$	18,700.00 \$	- \$	18,700 \$	-
28.	_Catch Basin Cover	80	Ea	700.00 \$	56,000.00 \$	- \$	56,000 \$	-
29.	_Sanitary Manhole Cover	15	Ea	1,000.00 \$	15,000.00 \$	- \$	15,000 \$	-
30.	_Sanitary Manhole Cover, Adj, Case 1	15	Ea	1,000.00 \$	15,000.00 \$	- \$	15,000 \$	-



CONSTRUCTION ESTIMATE
SOUTHEAST MACOMB SANITARY DISTRICT
JEFFERSON RELIEF SEWER

PREPARED BY: Elise Walker
 DATE: 1/10/2024
 PROJECT NO. 0208-0111

CHECKED BY: Taylor Sling, PE
 DATE: 1/10/2024

Kyle Seidel, PE
 1/10/2024

Item No.	Description	Estimated Quantity	Units	State of Michigan				Self Funded
				Unit Price	Amount	ARPA Earmark Grant	Macomb County ARPA Funding	
31.	_Sanitary Manhole, 60 inch dia	15	Ea	5,000.00 \$	75,000.00 \$	- \$	75,000 \$	-
32.	_Sanitary Manhole, Tap, 10 inch	2	Ea	650.00 \$	1,300.00 \$	- \$	1,300 \$	-
33.	_Sanitary Manhole, Tap, 12 inch	25	Ea	980.00 \$	24,500.00 \$	- \$	24,500 \$	-
34.	_Sanitary Manhole, Tap, 15 inch	2	Ea	1,100.00 \$	2,200.00 \$	- \$	2,200 \$	-
35.	_Storm Manhole Cover	17	Ea	910.00 \$	15,470.00 \$	- \$	15,470 \$	-
36.	_Underdrain, Subgrade, 6 inch, Modified	14,200	Ft	20.00 \$	284,000.00 \$	- \$	284,000 \$	-
37.	Conc Pavt with Integral Curb, Nonreinf, 9 inch	40,000	Syd	60.00 \$	2,400,000.00 \$	- \$	2,400,000 \$	-
38.	Joint, Expansion, E3	700	Ft	20.00 \$	14,000.00 \$	- \$	14,000 \$	-
39.	Lane Tie, Epoxy Anchored	6,000	Ea	10.00 \$	60,000.00 \$	- \$	60,000 \$	-
40.	Driveway, Nonreinf Conc, 6 inch	5,500	Syd	70.00 \$	385,000.00 \$	- \$	385,000 \$	-
41.	Driveway, Nonreinf Conc, 8 inch	11,000	Syd	100.00 \$	1,100,000.00 \$	- \$	1,100,000 \$	-
42.	Curb and Gutter, Conc, Det C1	1,500	Ft	47.00 \$	70,500.00 \$	- \$	70,500 \$	-
43.	Detectable Warning Surface	250	Ft	70.00 \$	17,500.00 \$	- \$	17,500 \$	-
44.	Sidewalk, Conc, 4 inch	84,600	Sft	10.00 \$	846,000.00 \$	- \$	846,000 \$	-
45.	Sidewalk, Conc, 6 inch	2,000	Sft	14.00 \$	28,000.00 \$	- \$	28,000 \$	-
46.	_Brick Pavers, Rem. Salv, Replace	5,000	Sft	30.00 \$	150,000.00 \$	- \$	150,000 \$	-
47.	_Sidewalk Ramp, Conc, 8 inch	1,200	Sft	10.00 \$	12,000.00 \$	- \$	12,000 \$	-
48.	_Pavement Marking	1	LSUM	50,000.00 \$	50,000.00 \$	- \$	50,000 \$	-
49.	_Pavement Marking Temp	1	LSUM	10,000.00 \$	10,000.00 \$	- \$	10,000 \$	-
50.	Sodding	10,000	Syd	10.00 \$	100,000.00 \$	- \$	100,000 \$	-
51.	Topsoil Surface, Furn, 3 inch	10,000	Syd	5.00 \$	50,000.00 \$	- \$	50,000 \$	-
52.	Water Sodding/Seeding	2,000	Unit	61.00 \$	122,000.00 \$	- \$	122,000 \$	-
53.	_Landscape Mulch	100	Syd	65.00 \$	6,500.00 \$	- \$	6,500 \$	-
54.	_Replacement Tree	52	Ea	780.00 \$	40,560.00 \$	- \$	40,560 \$	-
55.	_Irrigation Pipe	50	Ft	13.00 \$	650.00 \$	- \$	650 \$	-
56.	Dewatering	1	LSUM	800,000.00 \$	800,000.00 \$	- \$	800,000 \$	-
57.	Street Lighting	60	Ea	75,000.00 \$	75,000.00 \$	- \$	75,000 \$	-
58.	_Sprinkler Head	10	Ea	104.00 \$	1,040.00 \$	- \$	1,040 \$	-
59.	Project Cleanup	1	LSUM	50,000.00 \$	50,000.00 \$	- \$	50,000 \$	-
60.	Contingencies (8%)	1	LSUM	1,531,000.00 \$	1,531,000.00 \$	- \$	1,531,000 \$	-
TOTAL Construction Estimate				\$ 21,700,000.00 \$	\$ 5,000,000 \$	\$ 16,700,000 \$	\$ 16,700,000 \$	\$ -



**CONSTRUCTION ESTIMATE
SOUTHEAST MACOMB SANITARY DISTRICT
JEFFERSON RELIEF SEWER**

PREPARED BY: Elise Walker CHECKED BY: Taylor Sting, PE Kyle Seidel, PE
 DATE: 1/10/2024 DATE: 1/10/2024 DATE: 1/10/2024
 PROJECT NO. 0208-0111

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	State of Michigan			Self Funded
						ARPA Earmark Grant	Macomb County ARPA Funding	Macomb County ARPA Funding	
62.	Engineering Phase 1	1	LSUM	592,543.00 \$	590,000.00 \$	- \$	- \$	500,000 \$	90,000
63.	Engineering Phase 2 (4.91%)	1	LSUM	1,065,000.00 \$	1,070,000.00 \$	- \$	- \$	900,000 \$	170,000
64.	Engineering Phase 3	1	LSUM	23,335.00 \$	20,000.00 \$	- \$	- \$	20,000 \$	-
65.	Engineering Phase 4 (10%)	1	LSUM	2,170,000.00 \$	2,170,000.00 \$	- \$	- \$	1,830,000 \$	340,000
TOTAL Project Estimate					\$ 25,600,000.00 \$	\$ 5,000,000 \$	\$ 20,000,000 \$	\$ 20,000,000 \$	\$ 600,000

MARTIN SANITARY DIVERSION
01/16/2024 - 02/06/2024

<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	Army Corps of Engineers	\$ 100,000.00	Invoice #24-116 - 02.05.24	Green Infrastructure Grant Match	
		Astorino	Cintas	\$ 711.43	Invoice #0D26638263 - 01.22.24	Fire Inspection	
		Astorino	De-Cal, Inc.	\$ 701.20	Invoice #WO90023161-4 - 01.17.24	HVAC Maintenance	
		Astorino	DTE Energy	\$ 1,459.06	Invoice #240-74 - 01.18.24	Monthly Electric - 12.16.23 - 01.17.24	
		Astorino	Grainger	\$ 870.59	Invoice #9964112115 - 01.16.24	Replacement Sample Pump	
		Astorino	Grainger	\$ 564.65	Invoice #9972162029 - 01.23.24	Lighting Supplies	
		Astorino	JCI Jones Chemicals	\$ 11,217.43	Invoice #931791 - 01.16.24	Hypochlorite Solution	
		Astorino	Swan Analytical Instruments	\$ 3,324.85	Invoice #CD10010789 - 01.03.24	Lab Testing Supplies	
		Astorino	Weatherproofing Technologies	\$ 1,236.00	Invoice #97386340 - 11.21.23	Tremcare - Roof Warranty Renewal Years 11-15	
		Total			\$ 120,085.21		

YTD Budget

Fund: Martin Sanitary Diversion

As of Fiscal Period: Oct 1, 2023-Jan 31, 2024 (33%)

DESCRIPTION	2024 FINAL BUDGET	ENCUMBERED	ACTUAL	REMAINING BUDGET	PCT UTILIZED
REVENUE ACCOUNTS					
Investment Inc-Interest	28,000		1,174	26,826	4.2%
Reimb-Local Communities	1,113,520		556,760	556,760	50.0%
Federal Earmark	1,000,000			1,000,000	0.0%
PY Revenue-Fund Balance	1,188,490			1,188,490	0.0%
<i>Total Revenue Accounts</i>	3,330,010	-	557,934	2,772,076	16.8%
EXPENSE ACCOUNTS					
Application/Permit Fee	6,000		6,000	-	100.0%
Dues, Training, Conf, Subs.	3,380			3,380	0.0%
Engineering					
-Martin Improvement Project	2,402,210		20,912	2,381,298	0.9%
-Martin Electrical Improvements	309,000			309,000	0.0%
-As Needed Engineering	57,000			57,000	0.0%
-Misc Sewer Repairs	20,000			20,000	0.0%
Equipment	6,850			6,850	0.0%
Operating Supplies	72,280		15,650	56,630	21.7%
Other Professional Svcs	12,200		2,957	9,243	24.2%
Personnel Services	242,930			242,930	0.0%
Repair & Maintenance	134,800		16,961	117,839	12.6%
Contribution to SCADA Reserve	5,810			5,810	0.0%
Scada System	11,410		894	10,516	7.8%
Utilities	46,140		6,126	40,014	13.3%
<i>Total Expense Accounts</i>	3,330,010	-	69,500	3,260,510	2.1%

	O&M Balance 9/30/2023	O&M	Total 1/31/2024
Cash - Operating	1,915,814	488,434	2,404,248
Assets			0
Liabilities			0
Revenues		557,934	557,934
Expenditures		69,500	69,500
Equity	1,915,814		2,404,248

Detail of 2023 Equity

Misc Sewer Repairs	20,000
USACE Green Infrastructure Project	100,000
SCADA Reserves	-
As Needed Engineering	27,000
Martin Improvement Project	1,042,529
Capital Reserve	726,285