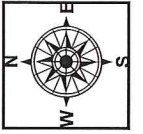


Miller  
Santo  
Leonetti

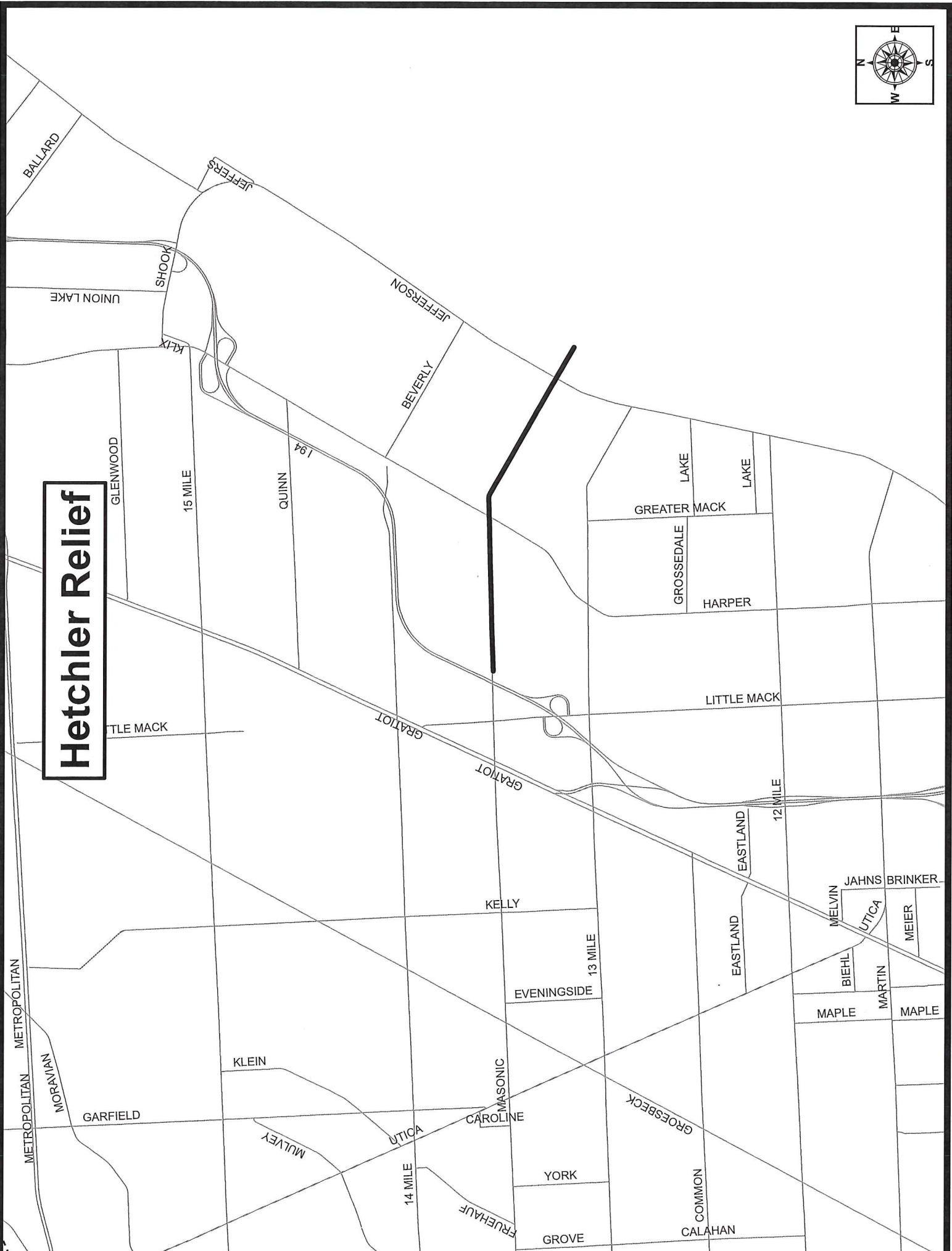
HETCHLER RELIEF DRAIN  
INTRA-COUNTY DRAINAGE BOARD  
MAY 8, 2017  
11:45 A.M.  
AGENDA

Page No.

1. Call of meeting to order and roll call
2. Approval of Agenda for May 8, 2017
3. Approval of Minutes for January 31, 2006 3
4. Public participation
5. Motion: To approve the Fishbeck, Thompson, Carr & Huber Professional Services Agreement for \$169,000 to inspect the condition of the Hetchler Drain and to verify that no sanitary sewer leads are connected to it. 5
6. Financial Report – Bruce Manning 16
7. Adjourn



# Hetchler Relief



An adjourned meeting of the Intra-County Drainage Board for the **HETCHLER RELIEF DRAIN** was held in the Office of the Macomb County Public Works Commissioner, 115 S. Groesbeck, Mt. Clemens, Michigan, on January 31, 2006, at 8:00 A.M.

PRESENT: William Misterovich, Acting Chairman  
Nancy White, Member  
Elizabeth Slinde, Member

ALSO PRESENT: Diana Kolakowski, Secretary to the Board  
William Revoir, Macomb County Board of Commissioners  
Robert Sinnamon, Coordinator  
Brent Avery, Operations Manager  
Nancy Eckman, Finance Officer  
James Pistilli, Asst. Chief Engineer  
Gene Schabath, Deputy Drain Commissioner  
David Lakin, Spalding DeDecker Associates, Inc.

The meeting was called to order by the Acting Chairman, William Misterovich. The meeting was opened to public participation, then closed, there being no comments from the public.

Minutes of the meeting of August 30, 2005 were presented and approved on a motion by Ms. Slinde, supported by Ms. White and unanimously carried.

Acting Chairman presented the following invoices to the board for review and approval:

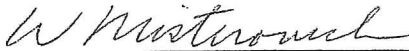
Anderson, Eckstein & Westrick, Inc. Invoice 0068380 – Storm Sewer Investigations Engineering Services	\$772.37
Invoice 0069662 – Storm Sewer Investigations Engineering Services	\$979.67

Motion was made by Ms. Slinde, supported by Ms. White to approve the above referenced invoices as presented.

Ayes: Slinde, White, Misterovich  
Nays: None

Motion approved.

The meeting was adjourned on a motion by Ms. Slinde, seconded by Mr. White, and unanimously approved.



---

William Misterovich, Acting Chairman  
Chief Deputy 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 31, 2006, 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.



---

William Misterovich, Acting Chairman  
Chief Deputy Public Works Commissioner

DATED: 1/31/06

C:\Documents and Settings\bsaille.HQ\Desktop\2005 Correspondence\3313.rs.doc





**Candice S. Miller**  
Public Works Commissioner  
Macomb County

March 28, 2017

Mayor Kip C. Walby  
City of St. Clair Shores  
27600 Jefferson Circle Drive  
St. Clair Shores, MI 48081

RE: Hetchler Relief Drain Inspection

Dear Mayor Walby:

As the new Macomb County Public Works Commissioner, one of the keystones of my office is clean water. As a community bordering beautiful Lake St. Clair, I am confident you and the residents of your great city share this priority.

The Macomb County Public Works Office owns several large storm drains in your community that also service the neighboring communities of Eastpointe and Roseville. These drains are designed to carry stormwater and snow melt and discharge the water to Lake St. Clair. Currently, we have drain projects underway on two of these drains, the Stephens Relief Drain and the Eleven and One-Half Mile Relief Drain, to inspect the structural integrity of the drains as well as look for any illicit connections that may exist. You may have read about a recent success story from the Stephens Relief Drain (article attached) where our office discovered and promptly disconnected a sanitary sewer connection from an apartment complex directly discharging sewage to the drain. Working with the City of Eastpointe, they were able to hire a company to disconnect the illicit connection, eliminating over 211,000 gallons of sewage from entering Lake St. Clair annually.

Due to the influence of Lake St. Clair, the easterly portion of these drains are inundated with lake water throughout the year. These submerged conditions do not allow us to inspect our drains as we would our dry drains. Therefore, to complete our inspection, these drains will be bulk-headed at the drain outlet and dewatered in April. While the drain is dewatered, we will be coordinating with the Macomb County Health Department to sample and track sources of *e. coli* entering the drain. If and when an illicit connection is found in your community, we will be relying on the City of St. Clair Shores to correct the problem, to ensure that Lake St. Clair is not impacted. I will have my staff coordinate with your Department of Public Works as to the schedule of these investigations and the findings, especially if any problems are identified.

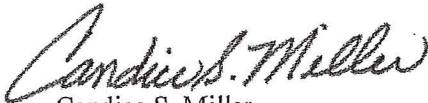
After seeing the immediate success of these investigations, I am interested in conducting a similar investigation on the Hetchler Relief Drain. The Hetchler Relief Drain starts just east of I-94, along Masonic Boulevard, with the KYTE Monroe Branch going north at Jefferson, eventually outletting through Veterans' Memorial Park to Lake St. Clair. This drain has caused much consternation due to its close proximity to your great community asset, Memorial Park beach, and the suspicion of illicit connections impacting the beach.

Mayor Kip C. Walby  
City of St. Clair Shores  
Page 2  
March 24, 2017

The proposed project (scope attached) would include televising the drain to perform a condition assessment and walking the drain segments that are 60 inches or greater in diameter. Similar to the other two drains currently underway, the easterly portion of the Hetchler Relief Drain is inundated with lake water so it would require bulk-heading and dewatering the drain in order to perform our inspection. Again, we would be coordinating with the Macomb County Health Department to sample and track sources of *e. coli* entering the drain. If and when an illicit connection is found in your community, we would be relying on the City of St. Clair Shores to correct the problem, to ensure that Lake St. Clair is not impacted.

When we talked over the phone, I mentioned there are some available funds in the Lake St. Clair Clean Water Initiative (LSCCWI) account that could be used for this project. I am considering transferring some of the funding in this account to the Hetchler Relief Drain to pay for this investigation since the expenditure is true to the intent of the funding, clean water. In order to proceed, I will need to get approval from the Hetchler Relief Drain Drainage Board. Please keep in mind that any corrections needed for illicit connections would be at the cost to the city. I strongly urge the City of St. Clair Shores council pass a resolution encouraging this project and the use of the L SCCWI funds. I look forward to the city's response to this proposal.

Sincerely,



Candice S. Miller  
Macomb County  
Public Works Commissioner

Attachment

cc: Brian Baker, Chief Deputy, MCPWO  
Lynne Seymour, PE, Environmental Engineer, MCPWO  
Bruce Manning, Acting Financial Manager, MCPWO

8651.ly



March 28, 2017

Ms. Candice S. Miller  
Macomb County Public Works Commissioner  
Office of the Macomb County Public Works Commissioner  
21777 Dunham Road  
Clinton Township, MI 48036

Re: Proposal for Professional Engineering Services  
Hetchler Relief Drain Inspection

Dear Ms. Miller:

Fishbeck, Thompson, Carr & Huber (FTCH), Inc. is pleased to submit the following proposal to assist the Office of the Macomb County Public Works Commissioner (MCPWC) in inspecting the Hetchler Relief Drain (Drain).

## Background

The Drain was constructed in the early 1960s and includes approximately 8,500 feet of enclosed pipe ranging in size from 7-foot at the discharge point to 24-inch at some of the upstream points. The Drain discharges directly into Lake St. Clair and a large portion of the Drain is submerged under lake water at all times.

The MCPWC is interested in inspecting the Drain to determine the condition of it and to verify that no sanitary sewer leads are connected to it.

## Scope

We propose to team with Doetsch Environmental Services, Inc., (Doetsch) to perform the inspection of the Drain. Our joint scope will include:

### Geographic Information System (GIS) Services

- Check out the GIS database for the Drain from the County's Planning Department.
- Update the GIS Schema for the Drain based on the new guidelines set up by the MCPWC as part of the Stormwater, Asset Management, and Wastewater (SAW) Grant Program.
- Update the manhole and pipe naming convention for the Drain in GIS.
- Incorporate the inspection reports and video recording files into GIS once completed.

### Manhole Inspection

- Locate and survey the rim elevations of the manholes and incorporate the data into the County's GIS.
- Inspect the manholes using Manhole Assessment Certification Program (MACP) guidelines. The manhole inspection will rate the manholes and identify manholes requiring rehabilitation.

### Sewer Inspection

- Close circuit televise the portions of the Drain that are less than 60 inches in diameter (approximately 2,350 feet) in accordance with Pipeline Assessment Certification Program (PACP) guidelines. We will use the televising to rate the pipe segments and identify the ones requiring rehabilitation.





- Clean the current outlet into Lake St. Clair, bulkhead the Drain outlet, pump down the water in the Drain, and physically walk the portions of the Drain that are greater than or equal to 60 inches in diameter (approximately 6,150 feet). Some challenges with performing the work include:
  - There are currently large rocks located at the outlet. It is unknown how far they are up the pipe. A diver may be required to remove the rocks.
  - The outlet is located at the end of the park. To prevent damage to the park from the truck movement, we may need to install temporary wood mats in some areas.
  - We will not be able to re-use the bulkheads from the previous inspections. An entirely different bulkhead will be constructed due to the different style tracks featured at the outlet.
  - There is no buffer (i.e. canal or cofferdam) at the outlet to help minimize the effect of the lake on the dam and dewatering process.
- During the physical inspection of the Drain, collect samples of flow from the sewer leads (if flow is present) and forward them to the Chapaton Pump Station Facility for analysis.

Reporting

- Incorporate findings into a technical memorandum to be submitted to the MCPWC at the conclusion of the project.

**Fee**

We propose to complete the inspection of the Drain for a lump sum fee of One Hundred Sixty-Nine Thousand Dollars (\$169,000), broken down as follows:

GIS Services	\$7,000
Survey & Manhole Inspection	\$7,000
Sewer Plugging and Dewatering, Site Restoration	\$95,000
Sewer Inspection (< 60-inch Diameter)	\$12,400
Sewer Inspection (> 60-inch Diameter)	\$31,600
Project Coordination, Permits, Data Review, & Condition Assessment Report	\$16,000
<b>Total</b>	<b>\$169,000</b>

If we find the scope of services required differs from that proposed, we will notify you immediately of any appropriate amendment to the scope and fees.

**Schedule**

We propose to perform the sewer inspection immediately in conjunction with the inspection of the Stephens Relief Drain and the 11 1/2 Mile Relief Drain.

We propose to complete the inspection and have the technical memorandum available by Fall 2017.



Ms. Candice S. Miller  
Page 3  
March 28, 2017



## Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to my attention at [mesedki@ftch.com](mailto:mesedki@ftch.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 248.324.1228. We look forward to assisting the Office of the MCPWC in its efforts to improve the lives of Macomb County residents.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink, appearing to read "Maria Sedki", is positioned above the typed name.

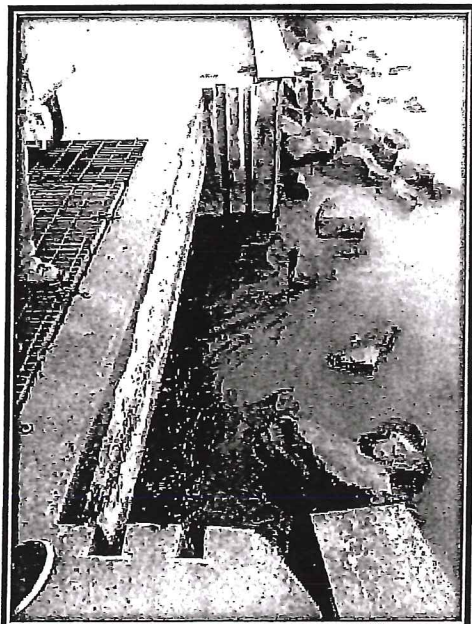
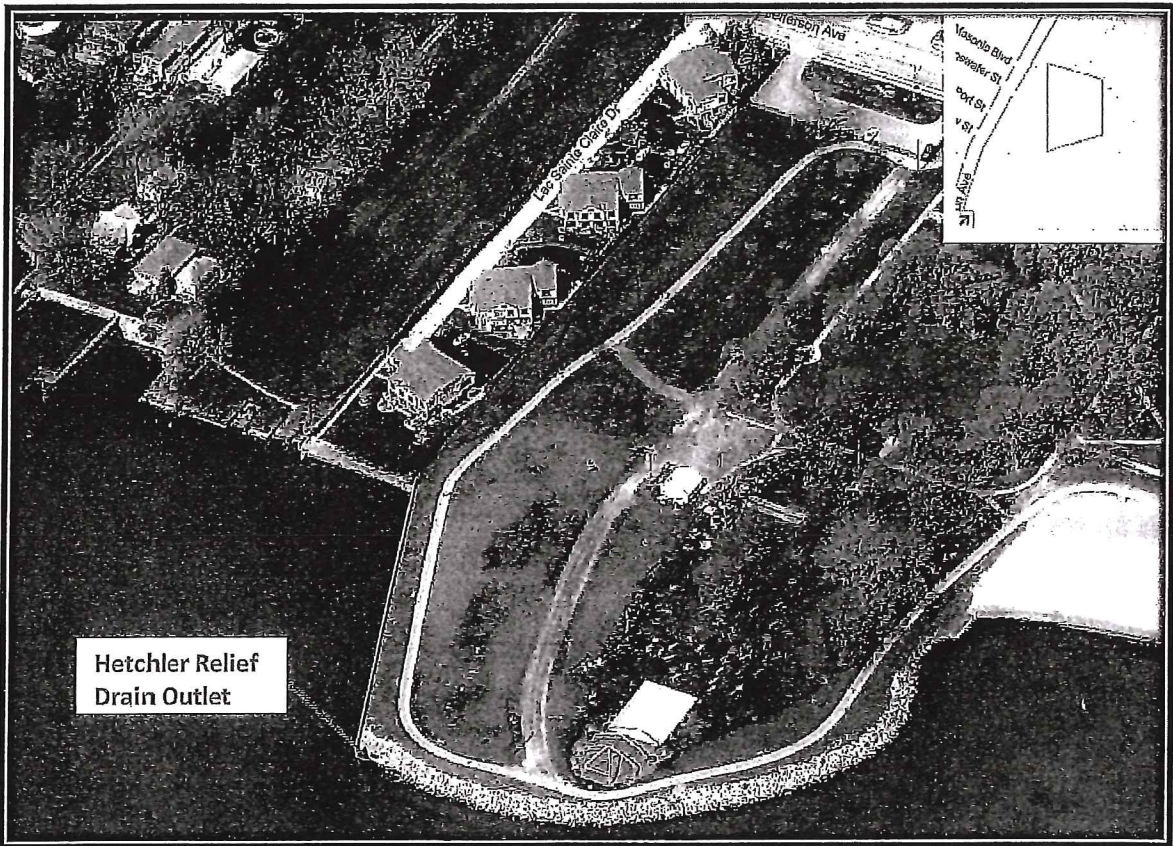
Maria E. Sedki, PE

nac

Attachments

By email

cc: Ms. Lynne Seymour, PE – MCPWC







# PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME      Hetchler Relief Drain Inspection  
 FTCH CONTACT      Maria E. Sedki, PE  
 CLIENT              Office of the Macomb County Public Works Commissioner  
 CLIENT CONTACT    Ms. Candice S. Miller  
 ADDRESS            21777 Dunham Road, Clinton Township, MI 48036

hereby requests and authorizes Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) to perform the following:

### SCOPE OF SERVICES:

Provide professional engineering services in accordance with FTCH letter proposal dated March 28, 2017.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services, attached.
- Proposal dated March 28, 2017.
- Other:

### METHOD OF COMPENSATION:

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates plus Reimbursable Expenses
- Other:

### Budget for above Scope of Services:

One Hundred Sixty-Nine Thousand Dollars (\$169,000).

### ADDITIONAL PROVISIONS (IF ANY):

None.

### APPROVED FOR:

Office of the Macomb County Public Works Commissioner

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

### ACCEPTED FOR:

Fishbeck, Thompson, Carr & Huber, Inc.

BY: Jeffrey J. Brown

TITLE: Vice President

DATE: March 28, 2017



## Terms and Conditions for Professional Services

1. **METHOD OF AUTHORIZATION.** CLIENT may authorize FTCH to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of CLIENT's authorization to FTCH. Any CLIENT document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** CLIENT shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on CLIENT's behalf on all matters concerning the Project. If FTCH's services under this Agreement do not include full-time construction observation or review of Contractor's performance, CLIENT shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against FTCH that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, CLIENT shall compensate FTCH at hourly billing rates in effect when services are provided by FTCH employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for CLIENT's Project. Reimbursement shall be at FTCH's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by FTCH will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, FTCH cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by FTCH will be the care and skill ordinarily used by members of FTCH's profession practicing under similar circumstances at the same time and in the same locality. FTCH makes no warranties, express or implied, under this Agreement or otherwise, in connection with FTCH's services.
7. **TERMINATION.** Either CLIENT or FTCH may terminate this Agreement by giving ten days' written notice to the other party. In such event, CLIENT shall pay FTCH in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of FTCH) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, FTCH will return to CLIENT all documents and information which are the property of CLIENT.
8. **SUBCONTRACTORS.** FTCH may engage subcontractors on behalf of CLIENT to perform any portion of the services to be provided by FTCH hereunder.
9. **PAYMENT TO FTCH.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by CLIENT.  

CLIENT agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on FTCH by any governmental entity.

If CLIENT directs FTCH to invoice another, FTCH will do so, but CLIENT agrees to be ultimately responsible for FTCH's compensation until CLIENT provides FTCH with that third party's written acceptance of all terms of this Agreement and until FTCH agrees to the substitution.

In addition to any other remedies FTCH may have, FTCH shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.
10. **HAZARDOUS WASTE.** FTCH has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. FTCH shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of FTCH.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, FTCH's total liability to CLIENT for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$50,000 or the amount of the fee earned under this Agreement.





## Terms and Conditions for Professional Services (continued)

To the fullest extent permitted by law, FTCH's total liability to CLIENT for any cause or combination of causes, which arise out of claims for which FTCH is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to FTCH by FTCH's insurers in settlement or satisfaction of CLIENT's claims under the terms and conditions of FTCH's insurance policies applicable thereto.

Higher limits of liability may be considered upon CLIENT's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** CLIENT recognizes and holds FTCH harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** CLIENT shall cause FTCH and FTCH's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by CLIENT which are applicable to the Project. CLIENT shall also provide workers' compensation insurance for CLIENT's employees. CLIENT agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against FTCH.  
Upon request, CLIENT and FTCH shall each deliver to the other certificates of insurance evidencing their coverages.  
CLIENT shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause FTCH and FTCH's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against FTCH.
14. **INDEMNIFICATION.** FTCH will defend, indemnify, and hold CLIENT harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by FTCH's negligence or willful misconduct. CLIENT agrees to defend, indemnify, and hold FTCH harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by FTCH's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of FTCH. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** CLIENT and FTCH waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either CLIENT or FTCH makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If FTCH brings a lawsuit against CLIENT to collect invoiced fees and expenses, CLIENT agrees to pay FTCH's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** FTCH shall remain the owner of all drawings, reports, and other material provided to CLIENT, whether in hard copy or electronic media form. CLIENT shall be authorized to use the copies provided by FTCH only in connection with the Project. Any other use or reuse by CLIENT or others for any purpose whatsoever shall be at CLIENT's risk and full legal responsibility, without liability to FTCH. CLIENT shall defend, indemnify, and hold harmless FTCH from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to CLIENT in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in FTCH's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on FTCH's computer network shall govern. FTCH cannot guarantee the longevity of any material transmitted electronically nor can FTCH guarantee the ability of the CLIENT to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** CLIENT and FTCH each are hereby bound and the partners, successors, executors, administrators, and legal representatives of CLIENT and FTCH are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither CLIENT nor FTCH shall assign this Agreement without the written consent of the other.

Neither CLIENT nor FTCH will have any liability for nonperformance caused in whole or in part by causes beyond FTCH's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of FTCH.

This Agreement constitutes the entire agreement between CLIENT and FTCH and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services



**Candice S. Miller**

Public Works Commissioner  
Macomb County

May 5, 2017

Hetchler Relief Drain Drainage Board,

Enclosed you will find a legal opinion from our Bond Council stating that it is permissible for the expenditure of excess funds from the Lake St. Clair Clean Water Initiative account to be used in accordance with provisions of the Drain Code.

Therefore, it is my recommendation that funds from the Lake St. Clair Clean Water Initiative account in the amount of \$169,000 be transferred to the Hetchler Relief Drain for the drain and sanitary sewer lead inspection project.

Sincerely,

Candice S. Miller  
Macomb County Public Works Commissioner  
Chair, Hetchler Relief Drain Drainage Board



**From:** Kamins, John [<mailto:JKamins@fosterswift.com>]  
**Sent:** Wednesday, May 03, 2017 6:50 PM  
**To:** 'brian.bRaker@macombgov.org'  
**Cc:** 'Bruce Manning'; Joe Viviano  
**Subject:** Advice on surplus LSCCWI bond funds

You have told me that some amounts of surplus bond proceeds currently remain from the Lake St. Clair Clean Water Initiative (St. Clair Shores – Roseville – Eastpointe) Drain Drainage District bonds issued in 2004 as Series A and Series B. On your behalf, attorney Joe Viviano has informed me that he has already provided the Macomb County Public Works Commissioner with a detailed opinion regarding the expenditure of such surplus funds under the Drain Code (Act 40, Michigan Public Acts of 1956, as amended) and that the Commissioner is looking for my advice as a bond lawyer regarding any restrictions and limitations imposed by virtue of the fact that this involves bond proceeds.

For this purpose, I have examined the bond authorizing resolution and such other contents as I deemed relevant in the bond closing transcript for those bond issues (the "*LSCCWI Bonds*").

**ANSWER:** Based on such examination and consideration of such other matters as I deem relevant, it is my advice that any surplus construction moneys remaining in the Construction Fund established for the LSCCWI Bonds, after completion of the Completion Projects (as defined in the bond authorizing resolution), can be used in accordance with the provisions of the Drain Code, without any restrictions and limitations imposed by virtue of the fact that this involves bond proceeds.

Please note, however, that because the LSCCWI Bonds were originally issued as tax-exempt bonds, while I am not aware of any current plans to issue tax-exempt refunding bonds for the purpose of refunding any now outstanding LSCCWI Bonds prior to maturity, in that event and to that extent any such available surplus LSCCWI Bond moneys should be used for payment of the redemption price of the outstanding LSCCWI Bonds rather than issuing that amount of the refunding bonds for that purpose. This is because tax-exempt refunding bonds could not be issued if and to the extent that the drainage district issuing the refunding bonds then had available any such surplus moneys from the LSCCWI Bonds to be refunded which moneys were not being used to provide a portion of the funds (together with the refunding bond proceeds) for redemption of the prior bonds on the date fixed for redemption.

The foregoing advice is subject to the limitation that, with your approval, I am providing no advice regarding any statutory provisions in the Drain Code, as to which I understand the Commissioner is relying on Mr. Viviano's opinion first referred to above.

If you have any questions, please let me know.

**John M. Kamins**

Attorney

Foster Swift Collins & Smith PC

28411 Northwestern Highway, Suite 500

Southfield, MI 48034

Phone: **248.785.4727**

Fax: **248.538.2090**

Mobile: **248.229.1466**

[jkamins@fosterswift.com](mailto:jkamins@fosterswift.com)

[www.fosterswift.com](http://www.fosterswift.com)

**YTD Trial Balance**

**Fund: Hetchler Relief**

**As of Fiscal Period: Oct 1, 2016-April 30, 2017**

	<b>O&amp;M Balance 9/30/2016</b>	<b>O&amp;M</b>	<b>Total 4/30/2017</b>
<b>Cash - Operating</b>	3,417.76	(2.97)	3,414.79
<b>Accounts Receivable</b>			0.00
<b>Assets</b>			0.00
<b>Liabilities</b>			0.00
<b>Revenues</b>		2.55	2.55
<b>Expenditures</b>		5.52	5.52
<b>Equity</b>	3,417.76		3,414.79