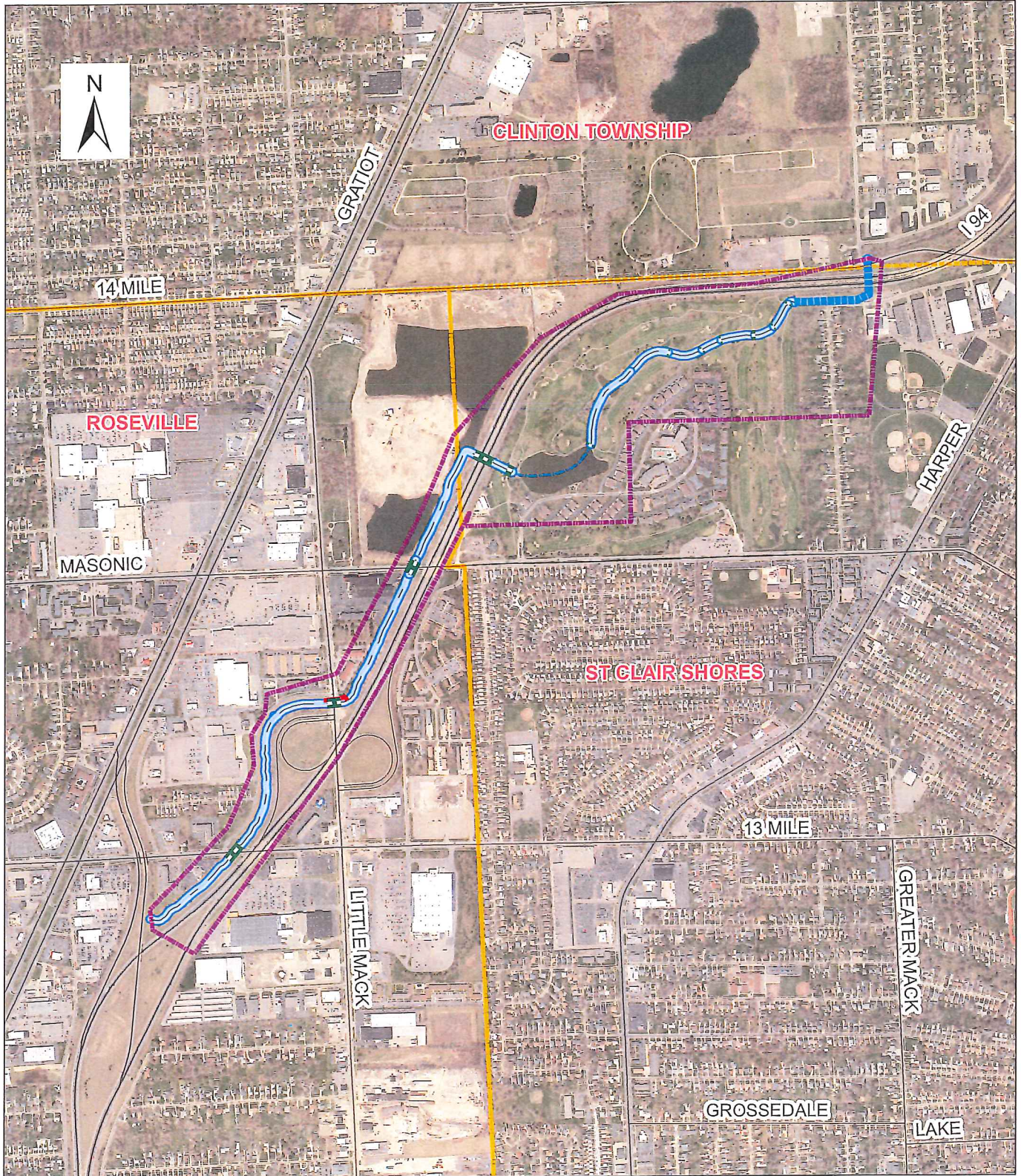


Miller
Santo
Leonetti

ROHRBECK EXTENSION DRAIN
INTRA-COUNTY DRAINAGE BOARD
AUGUST 12, 2019
10:00 A.M.
AGENDA

	Page
1. Call of meeting to order and roll call	
2. Approval of Agenda for August 12, 2019	
3. Approval of Minutes for May 13, 2019	3
4. Public Participation	
5. Proposal for Review of Phase II ESA Data Collected by Darcy Environmental – Daryl Gapshes	5
Motion: To approve the proposal from Environmental Consulting & Technology (ECT) for review of Phase II environmental assessment data at the Marsack Gravel Pit at a not to exceed cost of \$2,895	
6. Consideration for approval of invoices (see attached)	12
7. Financial Report – Bruce Manning	13
8. Adjourn	

ROHRBECK EXTENSION ROSEVILLE / ST. CLAIR SHORES



Drain Length (Feet/Miles):
11,797.21 / 2.23

Legend

Enclosed Gravity

$\geq 60''$ Dia

$< 60''$ Dia

Open Channel

Ditch

Pond

Culverts

District Boundary

Roads

Municipal Boundaries

An adjourned meeting of the Intra-County Drainage Board for the **ROHRBECK EXTENSION DRAIN** was held in the Office of the Macomb County Public Works Commissioner, 21777 Dunham, Clinton Township, Michigan, on May 13, 2019, at 10:08 A.M.

PRESENT: Candice S. Miller, Chair
Bryan Santo, Member
Robert Leonetti, Member

ALSO PRESENT: Veronica Klinefelt, Macomb County Board of Commissioners; Brian Baker, Chief Deputy Commissioner, Vince Astorino, Operations & Flow Manager, Evans Bantios, Engineer II, Daryl Gapshes, Plan Review Manager, Dan Heaton, Communications Manager, Kellie Kource, Drain Account Specialist, Bruce Manning, Financial Manager, Tom Stockel, Construction Engineer, Stephen Downing, Construction & Maintenance Manager, Macomb County Public Works

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

Adopted: YEAS: 3
NAYS: 0

Minutes of the meeting of April 8, 2019 were presented. A motion was made by Mr. Leonetti, supported by Mr. Santo 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. Gapshes updated the board on the Marsack property. With the assistance of Joe Viviano and AEW we are making a lot of progress, but have not closed the deal yet. We are very close to an agreement on the Phase II Environmental Study with Darcy Environmental Consultants LLC to do testing of the soil and water. We have heard this property used to be a dumping area and want to know what is in the area. We will also test on the other side of I-94 leading into the golf course. The borings will go to a depth of 30 feet. The cost will be split between Marsacks and the County for a cost of \$15,400 each. We want additional testing done that Darcy does not feel is necessary for a cost around \$6,000 and the Marsacks will not pay for. We need to push forward with the additional testing regardless to tell us what we will do with the land going forward because it is could be a good opportunity for the County and Roseville to develop the area. Phase II scope of work will take around 6 weeks once the issue of additional cost is solved.

A motion was made by Mr. Leonetti, supported by Mr. Santo to allocate \$21,400 to Darcy for Phase II testing.

Adopted: YEAS: 3
NAYS: 0

The Chair presented the invoices totaling \$2,336.00 to the board for review and approval.

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

Adopted: YEAS: 3
NAYS: 0

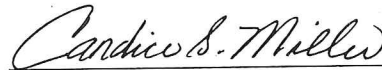
A motion to receive and file the financial report given by Mr. Manning was made by Ms. Miller and supported by Mr. Leonetti.

Adopted: YEAS: 3
NAYS: 0

There being no further business, it was moved by Mr. Leonetti, supported by Mr. Santo, that the meeting of the Rohrbeck Extension Drain Board be adjourned.

Adopted: YEAS: 3
NAYS: 0

The meeting was adjourned at 10:20 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 taking by the Intra-County Drainage Board for the Drainage District shown on the attached set of minutes, on May 13, 2019 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: 5/13/19



July 11, 2019

Daryl Gapshes
Plan Review Specialist
Macomb County Public Works Office
21777 Dunham Road
Clinton Township, MI 48036

**Subject: Proposal for Review of Phase II ESA Data Collected by Others
Marsack Sand & Gravel, 20900 14 Mile Road, Roseville, MI**

Dear Mr. Gapshes:

Environmental Consulting & Technology, Inc. (ECT) is pleased to provide the Macomb County Public Works Office (County) with this proposal for conducting a review of Phase II Environmental Site Assessment (ESA) data collected by Darcy Environmental at the Marsack Sand & Gravel site, located at 20900 14 Mile Road, Roseville, Michigan, (Site). This proposal was requested by the County via telephone message on July 2, 2019, and follow-up e-mail correspondence from you on July 3, 2019.

SITE INFORMATION/BACKGROUND

Notable information related to the Site is summarized below:

- The Site occupies approximately 70-75 acres and is bounded to the east by I-94, to the west by the Beth-Ahm Memorial Park and a golf driving range, to the north by 14 Mile Road, and to the South by Masonic Boulevard.
- There are two lakes on the Site (the North and South Retention Ponds) connected to each other along the eastern edge of the Site by a canal. Water drains from the canal to an outlet passing under I-94, then flows through the St. Clair Shores Golf Club, merging downstream with the County drain system, which ultimately flows into the Clinton River and Lake St. Clair.
- The Site is currently vacant with no active business or commercial operations.
- The Site operated as a sand and gravel mining operation from the 1930's until about 2013. Approximately 5 acres in the western portion of the Site was also used as a commercial solid waste disposal landfill, beginning in the 1960's. A 1,200 square-foot machine/maintenance shop is located within the central portion of the Site.
- A confirmed release in one or both diesel USTs was reported in 1999. The release(s) resulted in soil contamination and a restrictive covenant was applied to the area around the former USTs and dispensers.
- Previous environmental investigation (1999-2018) conducted by others identified various recognized environmental concerns (RECs) and/or environmental contaminants on the Site. Contaminants detected in soils above regulatory cleanup and screening levels included volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), and metals.

PROJECT UNDERSTANDING AND OBJECTIVES

Darcy Environmental conducted a Phase II ESA on the Site to evaluate the current environmental conditions at the Site. The Phase II ESA was conducted on behalf of Marsack Sand & Gravel and included the following scope of work:

- Advanced 17 soil borings to collect soil and groundwater samples.

2200 Commonwealth
Blvd, Suite 300
Ann Arbor, MI
48105

(734) 769-3004

FAX
(734) 769-3164

- Collection of 34 soil samples, 4 sediment samples, 12 groundwater samples (plus one duplicate QC sample), and 6 surface water samples.
- Analyses of soil and sediment samples for VOCs, PNAs, polychlorinated biphenyl's (PCBs) and Michigan 10-metals (MI-10); analyses of groundwater and surface water samples for VOCs, PNAs, and MI-10.
- Several samples obtained from the Site contained regulated substances above the Michigan Natural Resources and Environmental Protection Act (NREPA) generic cleanup criteria (Part 201 GCC) and risk-based screening levels (Part 213 RBSLs), designating this Site a "facility" as defined by Part 201 of the NREPA.

It is ECT's understanding that the County is requesting a third-party review and assessment of the data collected by Darcy Environmental, and an evaluation of the potential risks, liabilities, and due-care obligations the County or a potential developer could face as the result of future development of the Site.

SCOPE OF WORK

ECT will review any data and reports produced by Darcy Environmental and made available to the County. The information that will be reviewed includes: soil boring logs with soil classifications and photoionization (PID) soil screening levels; soil, sediment, surface water and groundwater analytical data; locations and depths at which samples were collected and the methods used to collect the samples; and other pertinent information presented in written summaries or documents.

ECT will prepare short letter report discussing the adequacy of the data and providing an opinion as to whether the current information is adequate to assess the Site for risks and liabilities. This document will also provide a discussion of options to addressing remaining risks, liabilities, and due care obligations under Part 201 of the NREPA.

If requested, ECT will meet with the County to discuss our findings. This is an optional scope item; it is presented below as an optional cost. It is assumed travel to/from the meeting, preparation for the meeting, and the meeting itself will require approximately 6 hours of labor time.

COST ESTIMATE

Primary Scope of Work

ECT proposes to perform this Scope of Work for an estimated Not-to-Exceed cost of One Thousand, Seven Hundred and Eighty-Five Dollars (\$1,785.00).

Optional Scope of Work

The estimated cost to attend an optional meeting with the County to discuss our findings is One Thousand, One Hundred and Ten Dollars (\$1,110.00).

The work will be completed pursuant to ECT's Standard Terms and Conditions (Attached). Any services requested beyond the stated scope of work in this proposal will be performed at additional costs upon your authorization.

This cost estimate includes the following assumptions:

- Macomb County will provide all data, reports, and information necessary to conduct the review to ECT.
- The budget for the optional meeting task includes time for a senior professional to prepare for the meeting, to travel to/from the client's location in Macomb County and attend one meeting

GENERAL TERMS & CONDITIONS

This Agreement, by and between "CLIENT" and Environmental Consulting & Technology, Inc., 3701 NW 98th Street, Gainesville, Florida, 32606-5004, with an office at 1155 Brewery Park Blvd., Suite 115, Detroit, Michigan 48207 (hereinafter called "ECT"), effective upon project approval.

ARTICLE I--TERM OF AGREEMENT

The term of this Agreement shall be from the date beginning upon project approval through December 31, 2018. The term may be extended upon agreement in writing by both parties to this Agreement.

ARTICLE II--SCOPE OF WORK

ECT shall perform professional services as described in the attached Proposal.

ARTICLE III--COMPENSATION

1. ECT's charge for services has been presented in the attached Proposal.
2. The maximum cost for these services will not be exceeded without authorization from CLIENT.
3. CLIENT shall pay any applicable state sales tax in the manner and in the amount as required by law. Any such tax is in addition to the maximum cost specified for this Agreement.
4. Delays caused by unforeseen occurrences including, but not limited to unfavorable weather conditions, partial or complete plant or process shutdowns, strikes, floods, or fires that extend the effort required will constitute a Change-of-Scope. Additional effort resulting from such delays will be billed in accordance with Subparagraphs 1 and 2 above.
5. Services performed at CLIENT's request beyond that defined by the Scope of Work shall constitute a Change-of-Scope, will be documented by a change order, and will be billed as outlined above.

ARTICLE IV--METHOD OF PAYMENT

1. Monthly, ECT will invoice CLIENT for all services rendered under this Agreement. Invoices shall be due and payable within thirty calendar days after receipt. Any unpaid balances for other than disputed charges will draw interest at the lesser of one and one-half percent per month or the highest rate allowed by law commencing thirty days after date of invoice. CLIENT shall notify ECT in writing of any disputed amount within fifteen calendar days after date of invoice; otherwise all invoice charges are agreed to be acceptable and correct.
2. ECT's invoice will provide the following information:
 - a. Total number of hours worked on the project,
 - b. Total labor costs which include overhead and fee, and
 - c. Listing of other direct charges summarized by type of charge.
3. Should any additional documentation be required, time and materials spent compiling information beyond that supplied by a Billing Report, available on request, is considered additional effort and will be billed to CLIENT as outlined in Article III. CLIENT has the right to audit ECT's books and records relating to this Agreement during the performance period and for one year following termination of the Agreement.

ARTICLE V--CONFIDENTIAL INFORMATION

In the course of performance of services by ECT for CLIENT, it is possible that CLIENT will reveal certain confidential information to ECT or that ECT will obtain knowledge of such confidential information through other sources. Likewise, it is possible that CLIENT will become acquainted with certain techniques and procedures used by ECT which ECT considers confidential. ECT and CLIENT will maintain the confidentiality of, and will not release or allow access to, any information, documents, or materials that are designated as confidential by ECT or CLIENT.

ARTICLE VI--REUSE OF DOCUMENTS

All documents including reports, drawings, and specifications furnished by ECT pursuant to this Agreement are instruments of service. They are not intended to be suitable for reuse by the CLIENT or others on extensions of work for which they were provided or on any other project. Any reuse without specific written verification of adaptation by ECT will be prohibited by this Agreement. Any such verification of adaptation will entitle ECT to further compensation at rates to be agreed upon by ECT and the CLIENT.

ARTICLE VII--TERMINATION

CLIENT reserves the right to terminate this Agreement at any time, for any reason, upon thirty days written notice to ECT. In the event CLIENT shall fail to make timely payment of any sum owing and due ECT, ECT shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement upon immediate written notice to CLIENT. In either event, payment shall be due to ECT only for those services performed by ECT up to the date of receipt of termination plus reasonable costs incurred in terminating the services as of the termination date. Upon termination, ECT shall provide and turn over to CLIENT all environmental data and analyses prepared up to and including the date of such termination.

ARTICLE VIII--INSURANCE

ECT shall at all times during this Agreement maintain such insurance as is generally available at reasonable expense to businesses similarly situated and as will protect it from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damage because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom--any or all of which may arise out of or result from any action of ECT or its employees in its performance of this Agreement.

ARTICLE IX--INDEMNITY

1. ECT agrees to hold harmless and indemnify CLIENT from and against any and all claims, demands, actions, or causes of action, including, but not limited to, any and all costs, expenses, legal fees and liabilities incurred in and about the investigation and defense thereof, for personal injuries, including death, or property damage suffered by any person, firm or corporation whatsoever and arising from the gross negligence of ECT, its agents, servants, or employees under this Agreement.
2. ECT shall not be liable to CLIENT for any special, indirect or consequential damages whatsoever, whether caused or alleged to be caused by negligence, errors, omissions, strict liability, breach of contract or warranty, or any performance of services under this Agreement.
3. In any event, ECT's entire liability under this agreement shall not exceed \$50,000.00.

ARTICLE X--NONDISCRIMINATION

1. ECT will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, or national origin. ECT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, sex, or national origin.
2. ECT agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical, or mental impairment, or age. In particular, ECT agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable Executive Orders, including but not limited to Executive Order No. 11246.

ARTICLE XI--STANDARD OF PERFORMANCE

1. ECT will deliver its services under this Agreement in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the standard practices of the engineering profession. NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, IS INCLUDED OR INTENDED IN ECT PROPOSALS, CONTRACTS, OR REPORTS.
2. If any part of ECT's work is found to be defective for reasons attributable to ECT within a period of twelve months after completion of the work, ECT's entire liability for such defective work shall be to reperform at its own expense those aspects of the work found defective, provided CLIENT notifies ECT in writing as soon as the defect is discovered and within the above-mentioned twelve month warranty period.

ARTICLE XII--GENERAL CONDITIONS

1. When participating in any activities in connection with this Agreement, ECT and CLIENT will comply, at their own expense, with all health and safety programs required by law, including but not limited to requiring its employees to attend health and safety training workshops and to use safety equipment and procedures required by applicable law.
2. Prior to the start of any work under this Agreement or at any time thereafter when new information becomes available to CLIENT, CLIENT will provide prompt, full and complete disclosure to ECT of known or potential hazardous conditions or risks to the health or safety of

employees, agents, representatives, officers, or directors of ECT or its subcontractors or consultants which may be encountered on CLIENT's properties or in connection with work performed for CLIENT under this Agreement.

3. It is understood and agreed that ECT is not, and has no responsibility as, a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at a site, and that CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at a site.
 4. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Michigan, both as to interpretation and performance, and that any action at law, suit in equity or judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the courts of the State of Michigan.
 5. In the event any legal or other action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including court costs and a reasonable sum for attorney fees at trial and on appeal.
 6. The provisions of this Agreement are severable; and, should one or more provisions be unenforceable, all other provisions will remain in full force and effect.
 7. This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties, and any negotiations, proposals, purchase orders, or oral agreements are superseded by this written Agreement and are not intended to be integrated herein.
 8. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by ECT and CLIENT.
- IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their respective representatives, each such representative having been first duly authorized so to act, as of the date and year first herein above written.

Marsack Sand & Gravel

Proposed Sampling Locations -FIGURE 1

Environmental Consulting & Technology, Inc.

Mace St

Lakeworth St

Stamsted St

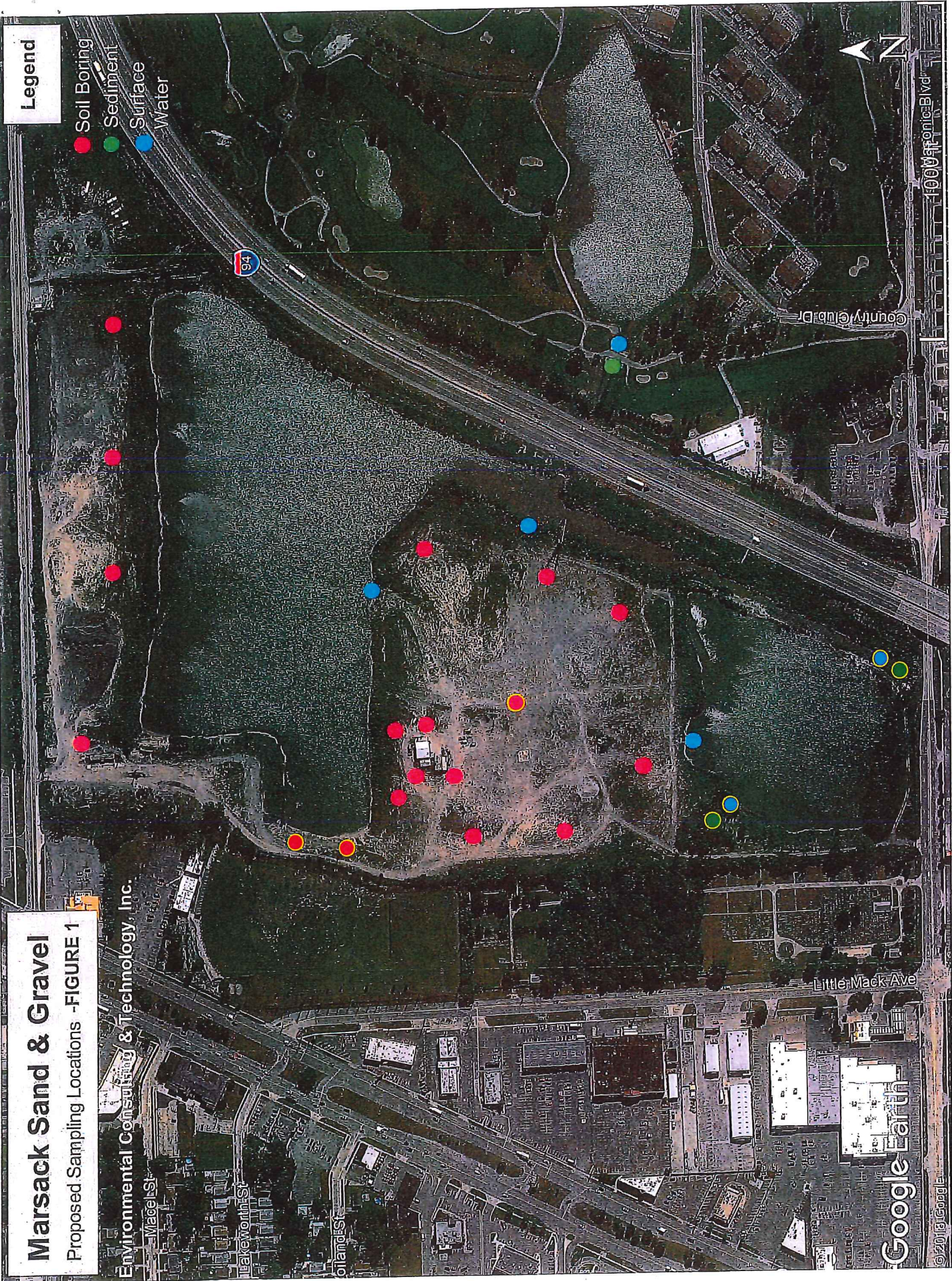
Little Mack Ave

Country Club Dr

1000 Atomic Blvd

Legend

- Soil Boring (Red dot)
- Sediment (Green dot)
- Surface Water (Blue dot)



ROHRBECK EXTENSION DRAIN 07/16/19 - 08/06/19

<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>
Rohrbeck Extension Drain	Chapter 20 State of MI - 4.74436% Macomb County - 8.12643% Roseville - 87.12921%	Gapshes	Marsack Sand & Gravel	\$ 17,993.21	Invoice #19-340 - 07.23.19	MCPWO share of Invoice for Darcy Sampling	
Total				\$ 17,993.21			

YTD Trial Balance

Fund: Rohrbeck Extension

As of Fiscal Period: Oct 1, 2018-Jul 31, 2019

	O&M Balance 9/30/2018	O&M	Total 7/31/2019
Cash - Operating	49,110	(23,290)	25,820
Accounts Receivable			0
Assets			0
Liabilities			0
Revenues		221	221
Expenditures		23,511	23,511
Equity	49,110		25,820