



VILLAGE OF CHESANING
REGULAR COUNCIL MEETING AGENDA
October 4, 2016

1. Call To Order: 7:30 p.m.
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda

5. Public Statement I: *Limited to 2 minutes*

Designated for statements concerning current agenda items

6. Consent Agenda

The purpose of the Consent Agenda is to expedite business by grouping non-controversial items together to be dealt with by one Board motion (roll-call vote) without discussion. Any person, whether Board Member, staff or public may ask that any item be removed from the Consent Agenda to be placed elsewhere on the regular agenda for discussion. All such requests will be granted.

A. Receive and File: (None)

B. Approval of the Village Council Meeting Minutes

- a. Regular Meeting of September 20, 2016
- b. Approval of Accounts Payable

7. Department of Public Works: Superintendent Trzil

8. Unfinished Business

9. New Business

A. Items for Introduction/Discussion:

- a. FY 2015/16 Fiscal Year Audit: Roxanne Nicholas, Dept. of Treasury

B. Items for Action:

- a. Line-Brady Street Intersection & Main-Broad Street Intersection: Keeping 4-way Stop After Detour Ends

- b. Waive Permit Fee for Candle Walk Carriage Rides
- c. Set Halloween Trick-or-Treat Hours for 2016
- d. MDEQ SAW Grant: OHM Agreements

10. Public Statement II: *Limited to 3 minutes, on any topic*

Questions requiring short, timely answers may be posed to the Board, staying within the 3 minute limit. This shall not be interpreted as a means to initiate dialog or debate.

11. Committee Reports

- a. Infrastructure (Swartzmiller, Cicalo, Larner)
- b. Finance & Administration (Hoover, Vondrasek, Navarre)
- c. DDA (Sedlar, Feltman)
- d. Chamber of Commerce Board (Feltman)
- e. Planning Commission (Hoover, Vondrasek)
- f. Airport (Navarre, Hoover)
- g. Parks & Recreation (Cicalo, Vondrasek)
- h. Fire Board (Larner, Swartzmiller)
- i. Mid-Michigan Waste Authority (Cicalo, Feltman)
- j. Task Force (Sedlar, Swartzmiller)

12. Administrator's Report

13. Executive Session

14. Adjournment

In accordance with Public Act 267 (Open Meetings Act) individuals with disabilities requiring special assistance that are planning to attend the meeting should contact the Office of the Village Clerk for accommodations. This request must be made two (2) business days in advance of the meeting.

The next regular meeting of the Chesaning Village Council will be held Tuesday, October 18, 2016 in the Village Hall Council Chambers at 7:30 p.m.

Chesaning Village Council Meeting Minutes
September 20, 2016

President Sedlar called the meeting of the Chesaning Village Council to order at 7:30 p.m. on September 20, 2016, in the Village of Chesaning council chambers.

Roll Call: Present- Cicalo, Hoover, Lerner, Navarre, Sedlar, Swartzmiller, Valentine, Feltman, Ebenhoeh.
Absent - Vondrasek.

Motion by Hoover, supported by Cicalo to approve the agenda with the addition of review of Stoddard's Quote of Chamber of Commerce / Village of Chesaning shared space; and remove Item D – New Business – Diana Millikan: Request to Purchase Village Property. Motion carried.

Public Statement I – Statements concerning current agenda items. – None.

Consent Agenda –

Receive & file: Michigan Coalition to Protect Public Rights-of-Way Letter.
Approval of the Village Council meeting minutes from September 6, 2016.
Approval of Accounts Payable - \$441,386.68.
Motion by Hoover, supported by Cicalo to approve the consent agenda. Motion carried.

Police Department – Chief Wilburn reviewed Village of Chesaning Public Safety Report for the period of August 15 to September 18, 2016. 507.25 hours worked. Chief Wilburn stated Police Department has bikes that have been turned in. If you are missing a bike, check with the Police Department.

Discussion was held regarding posting the Police Report on the Village website.
Police Department is looking into charging for impounds. Discussion followed.

Unfinished Business – none.

New Business

Items for Introduction / Discussion-

Public Hearing – Property Maintenance Code –

Motion by Hoover, supported by Cicalo to go into Public Hearing regarding Property Maintenance Code. Motion carried.

Entered Public Hearing at 7:41 p.m. Discussion was held regarding Property Maintenance Code and how it will help addressing property issues.

Motion by Hoover, supported by Lerner to close Public Hearing. Motion carried.
Back in open session at 7:44 p.m.

OHM Advisors: Water / Sewer Improvement Project Update – Chuck Rolfe, OHM, gave update on street project and water looping project. Due to a wet spring, the water looping project has been delayed and will need an extension. Feltman has been reaching out to residents regarding the placement of trees.

The Village of Chesaning is included in the list from DEQ for SAW Grant funding. The total project costs are \$606,115 with \$569,871 in grant funding and \$36,244 in local match. The purpose of this funding is to support the establishment of an asset management system for the sanitary sewer distribution lines, WWTP and storm water infrastructure. The awarding of grants from MDEQ will be in October.

FY 2017 / 2018 Budget Priorities: Planning Session –

Discussion was held with the plan of setting up a special meeting of whole council on October 25, 2016 to set budget priorities.

Waddell & Reed: Review of Village of Chesaning Portfolio –

Martin Maier & Greg Bruff presented a report of the investment performance of the Village of Chesaning accounts.

Review Proposal for Chamber of Commerce / Village of Chesaning Shared Office Project - Council reviewed proposal from Homes By Stoddards. Discussion followed. Feltman stated there are USDA RD Funding opportunities for this project. Feltman asked council what direction they want to move in.

Motion by Hoover, supported by Navarre to move forward with the Chamber of Commerce / Village of Chesaning shared office space project with getting engineered prints and bids. Motion carried.

Items for Action –

Request to Host Tractor Pull at Showboat Park – Brent Gross – Council discussed the request from River Flats Cement Pullers LLC for tractor pull at Showboat Park. Council stated tractors must stay away from trees and attendees must park in designated parking areas.

Motion by Hoover, supported by Swartzmiller to approve the request for a tractor pull to be held October 8, 2016; using the standard lease agreement with security deposit; and parking in designated areas. Motion carried.

Ordinance #2016-06 – Property Maintenance Code Adoption –

Motion by Hoover, supported by Cicalo to accept Ordinance 2016-06 as written. Motion carried.

Homecoming Parade Route Street Closure Request – September 30, 2016 – Feltman reviewed request for Homecoming Parade Route Street Closure. Discussion followed.

Motion by Hoover, supported by Navarre to approve the traditional homecoming parade route and use alternate route if construction isn't complete. Motion carried.

Designating Authorized Representative for MDEQ SAW Grant –

Motion by Cicalo, supported by Hoover to designate the Village Administrator as designated Authorized Representative for the MDEQ SAW Grant. Motion carried.

Street / Water System Improvement Project Contractor Pay Request – Pay Application #8 -

Motion by Cicalo, supported by Navarre to approve pay application #8 in the amount of \$32,352.07. Motion carried.

Public Statement –

Diana Millikan gave her thoughts on the following: 1. Lack of competition for elected offices; 2. The need for term limits; 3. And voting rights (people vote for people).

Committee Reports

Infrastructure – The Village will do a street walk for completed street project this Thursday at 9:00 a.m.

Finance & Administration – no meeting.

DDA – Next meeting date is 10/12/16.

Chamber of Commerce Board Meeting – no report.

Planning Commission – a site plan review is scheduled for the Comfort Care facility at the 9/27/16 meeting.

Airport – committee is working on an emergency plan.

Parks & Rec – Cicalo reported Halloween Campground Weekend will occur on 9/23 – 9/25/16.

Discussion was held regarding MDOT requirement to have a resolution to request the MDOT to authorize the local government to adopt an ordinance authorizing the operation of ORVs on a highway located within local unit of government.

Motion by Hoover, supported by Cicalo to adopt the resolution to request Authorization to Adopt the Off Road Vehicle (ORV) Ordinance. Motion carried.

Fire Board – Larner reported they had 6 runs since last meeting.

Mid-Michigan Waste Authority – no report.

Task Force – next meeting is 9/27/16.

Administrators Report – Feltman submitted a written report.

Brush pick up started today.

Motion by Hoover, supported by Navarre to adjourn the meeting. Motion carried.

President Sedlar adjourned the regular council meeting at 9:05 p.m.

Minutes respectfully submitted by Village Clerk Denise Ebenhoeh

VILLAGE OF CHESANING
 VENDOR APPROVAL LIST
 COUNCIL MEETING OCTOBER 4, 2016

Ref#	VENDOR NAME	DESCRIPTION	AMOUNT
20160858	Alerus Financial	employer portion of admin defined contrib	\$659.07
20160859	CENTURYLINK	landline phones	\$851.10
20160860	CHARTER COMMUNICATIONS	internet	\$164.98
20160861	CONSUMERS ENERGY	utilities	\$7,579.63
20160862	CONSUMERS ENERGY	split with dda	\$167.44
20160863	Corelogic Real Estate Tax Service	refund duplicate tax payment	\$1,775.54
20160864	DAN HAUMAN	disc golf signs	\$118.00
20160865	DORNBOS SIGNS & SAFETY INC.	No U Turn signs	\$65.51
20160866	ELHORN ENGINEERING CO.	aquadene	\$1,320.00
20160867	ELHORN ENGINEERING CO.	el-chlor	\$355.00
20160868	ETNA SUPPLY COMPANY	2" meter, flange	\$1,667.50
20160869	FRANK'S SUPERMARKET	supplies,envelopes	\$40.27
20160870	GEWIRTZ DO IT BEST HARDWARE	supplies	\$237.57
20160871	HERITAGE TIRE & SERVICE CENTER	Stihl saw	\$630.00
20160872	Huntington National Bank	Street bond interest	\$9,575.00
20160873	John Deere Credit	tractor - lease	\$784.00
20160874	John Deere Credit	gator-lease	\$379.57
20160875	John Van Benschoten	legal services April 2016 - Aug 2016	\$1,541.25
20160876	Larry's Gunsmithing LLC	qualification ammo - LED	\$240.00
20160877	LAURA GREENFELDER	reimburse fees	\$35.00
20160878	Lynelle Latosynski	retiree spouse health insurance	\$755.15
20160879	Mad Dog Mfg	lexan for sign @ airport	\$140.00
20160880	MARLENE SCHULTZ	insurance supplement	\$150.00
20160881	MERS	additional payment towards unfunded	\$3,901.00
20160882	MERS	retirement	\$14,480.92
20160883	Miller Canfield	legal services USDA	\$14,500.00
20160884	NCL OF WISCONSIN INC.	lab supplies	\$3,935.36
20160885	ORKIN PEST CONTROL	village office	\$61.80
20160886	OWOSSO BOLT AND BRASS CO	curb stop	\$156.56
20160887	PAYROLL ACCOUNT	wages, fica, suta	\$24,724.92
20160888	PITNEY BOWES INC.	meter use	\$117.00
20160889	QUILL CORP.	supplies	\$83.77
20160890	REPUBLIC SERVICES #237	dumpsters	\$700.79
20160891	SAGINAW AREA GIS AUTHORITY	annual membership	\$1,939.20
20160892	SLINGERLAND	2011 charger	\$189.89
20160893	SLINGERLAND	#410	\$635.89
20160894	STANDARD INSURANCE	life and disability insurance	\$258.40
20160895	STATE OF MICHIGAN	Airport License	\$25.00
20160896	STATE OF MICHIGAN	2015-2016 Audit services	\$14,478.75
20160897	Tri-Lakes Petroleum	diesel fuel	\$374.81
20160898	Tri-Lakes Petroleum	gas fuel	\$839.52
20160899	Troy Feltman	cell phone reimbursement	\$35.00
20160900	U.S. POSTAL SERVICES	WWTP USDA closing documents	\$49.67
20160901	VERIZON WIRELESS - CELLULAR	cell service	\$207.19
20160902	WADE TRIM	sanitary sewer Improvement USDA proj	\$1,350.90
20160903	WASTE MANAGEMENT	Peet Ctr garbage pickup final	\$7.77
			\$112,285.69

--- TOTALS BY FUND ---

101 - General Fund	\$42,439.84
202 - Major Street Fund	\$606.56
203 - Local Street Fund	\$837.01
204 - Local Raised Streets	\$9,792.18
590 - Wastewater Treatment Plant	\$39,290.25
591 - Water Fund	\$13,791.59
661 - Equipment Pool	\$5,528.26
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	\$112,285.69

--- TOTALS BY DEPT/ACTIVITY ---

000.000 -	\$24,942.10
170.000 - General Government	\$12,330.66
172.000 - Administrator	\$731.87
173.000 - Former Administrator	\$150.00
265.000 - Buildings & Grounds	\$333.37
301.000 - Police Department	\$3,195.77
302.000 - Former Police	\$5,450.00
441.000 - Public Works	\$3,916.79
444.000 - Former WWTP employee	\$755.15
456.000 - TRAFFIC SERVICES	\$65.51
536.000 - Wells & elevated storage tank	\$9,311.04
537.000 - wastewater treatment	\$30,144.81
538.000 - collect/distribution system	\$4,792.63
751.000 - Parks	\$965.47
800.000 - Community Building	\$146.11
820.000 - AIRPORT	\$271.07
895.000 - FLEET MAINT	\$5,208.34
906.000 - DEBT SERVICE	\$9,575.00
	<hr/>
	\$112,285.69

September 28, 2016

Mr. Troy Feltman
Village Administrator
Village of Chesaning
1100 W. Broad St.
Chesaning, MI 48616

RE: MDEQ SAW Grant – Wastewater Asset Management Plan

Dear Mr. Feltman:

OHM Advisors is pleased to submit this proposal to provide the services as outlined in the APPROVED MDEQ SAW Grant Application. Below is a task breakdown of our services.

Task 1 – Grant Application

Under this task, the Village, with assistance from OHM Advisors, completed and was awarded a State of Michigan SAW (stormwater, asset management and wastewater) grant for development of a sanitary sewer asset management plan.

Task 2 – Project Initiation

Under this task, the Village will initiate the project and meet with OHM Advisors to kick off the project, refine the scope if needed and confirm the project schedule. Critical information will be gathered and analyzed including the physical properties of the surrounding area. Specific work efforts include:

1. The Village will meet with OHM Advisors to discuss the project scope and schedule. This was partially completed as part of the SAW grant application.
2. The Village will provide information to OHM Advisors including existing plans, operator's reports, correspondence and utility information. This information will be used to assist with identifying additional deficiencies and the asset condition. This was partially completed as part of the SAW grant application.

Task 3 – Asset Inventory Survey

Under this task, OHM Advisors will obtain locations of pumps, electrical panels, valves, manholes, and other system appurtenances. Specific work efforts include:

1. OHM Advisors will survey locations of collection system network, associated structures, lift stations, electrical panels, valves and other system appurtenances. Preliminary estimates are that there could be as many as 376 features to be surveyed. This is dependent on those features that are both visible and accessible. The Village will work with OHM Advisors to mark known appurtenance locations that may not be visible.
2. OHM Advisors will review original construction plans as made available to determine sewer main sizes for inclusion in the system plan.
3. OHM Advisors will process the survey and create a GIS ready plan of the system. This will include obtaining



an aerial of the sewer district and overlaying surveyed information on the aerial.

4. The Village will review the plan and meet with OHM Advisors to provide comments.
5. We will prepare a list of assets for use in the Condition Assessment, Criticality of Assets and Revenue Structure. The plan will be finalized based on Village comments. OHM Advisors will finalize the plan and provide 2 display and 10 file copies of the plan to the Village for display.

Task 4 – Condition Assessment

Under this task, OHM Advisors will estimate the condition based on input from the Village, minor field verifications, and a careful review of the system study previously completed. Specific work efforts include:

1. Records Review of Manhole Inspection with MACP
 - a. With the inspection as completed, the MACP coding will be reviewed to determine remaining manholes with excessive I/I leading to water quality concerns and/or manholes that are structurally deficient. The results will then be used to select manholes for rehabilitation during future projects for budgeting purposes. Various rehabilitation methods may be recommended and a cost for that rehabilitation will be estimated.
2. Records Review of Sewer Cleaning and CCTV Work with PACP
 - a. The Village has previous CCTV data and PACP coding documentation on record that will be used and organized into a GIS database. No new CCTV work is anticipated.
 - b. With the inspection as completed, the PACP coding will be reviewed to determine remaining sanitary sewers with excessive failure risk expected to contribute to I/I and as designated structurally deficient. The results will then be used to select sewers for future rehabilitation projects. Based on the codes and review of the existing inspection effort, various rehabilitation methods will be recommended and a cost for that rehabilitation will be estimated.
3. Using the Sewer Asset Plan, OHM Advisors will meet with the Village to identify existing original pipe/appurtenances and replacement year for pipe/appurtenances that have been replaced. This will also be completed for lift station assets.
4. OHM Advisors will estimate replacement costs based on recent bid tabulations for similar projects in the area, industry standards and other available information.
5. OHM Advisors will place collected data in the MDEQ Asset Workbook spreadsheet database.
6. Specific to the Waste Water Treatment Facility the Village has contracted with Wade Trim to complete an Engineering Evaluation in response to an Administrative Consent Order requirement. Currently the first three tasks of seven identified in the contract with Wade Trim are being completed via an S2 Grant. The funding requested as part of this application is specific to the remaining four tasks as outlined below.
 1. Repair/Rehabilitation Determination of Mechanical & Electrical Equipment
 2. New/Upgrade Determination of Mechanical & Electrical Equipment
 3. Schedule
 4. Summary of Findings



Task 5 – Level of Service Determination

The level of service is determined through a series of meetings between the Village and their customers. Minimum level of service (LOS) is ensuring the sanitary collection system is compliant with all MDEQ and federal regulations. Specific work efforts are as follows:

1. OHM Advisors will review MDEQ discharge permits and other applicable computations and data to assure that the system is in compliance with MDEQ regulations. Information and data will be summarized in the final asset management plan document.
2. The Village will meet with OHM Advisors to develop asset management plan goals and mission statement. We will outline questions to be answered and information that needs to be provided relating to regulatory compliance and related issues, operator certifications, training, customer complaint response and tracking process, asset maintenance schedules and process, critical system assets, funding availability and how O&M is related to the current LOS. A draft of the goals and mission statement based on Village input.
3. OHM Advisors will coordinate a public meeting to educate the customers on the cost associated with maintaining the sanitary collection system, obtain customer input regarding their concerns and satisfaction and outline the Village's goals and mission statement to the public.
4. OHM Advisors will prepare a meeting summary and meet with the Village to finalize goals, mission statement and LOS.

Task 6 – Criticality of Assets Determination

After the sanitary system has been inventoried and the condition assessed, information prioritization can occur. OHM Advisors will apply a numerical rating to each system element based on condition. A second numerical rating will be applied to each element based on the consequence of failure and desired level of service. These two criteria will then be used in combination to calculate a business risk factor by multiplying the probability of failure by the criticality rating. Deterioration forecasting will be performed to "age" the infrastructure so an analysis can be developed based on current conditions. The most critical assets will be included in the subsequent capital improvement plan. Specific work efforts to determine asset criticality are outlined below:

1. OHM Advisors will develop a condition assessment, probability of failure and asset criticality ranking systems. The ranking systems will be developed by using a system used for a similar community and/or the MDEQ's guidance and modifying it to suit the Village's needs.
2. Based on information collected, OHM Advisors will determine the condition, probability of failure and asset criticality rating of each asset and input data in the MDEQ Asset Inventory database to obtain a Business Risk Factor for each asset.

Task 7 – Revenue Structure Development

Under this task, a financial consultant will perform a financial analysis to develop a strategic business plan designed to sustain the utility in the most efficient and cost-effective manner. Specific work efforts to complete this task are as follows:

1. OHM Advisors will hire a financial consultant (H.J. Umbaugh & Associates) to assist in obtaining and reviewing Village ordinances as well as historical audited and budgeted O & M information. This will include financial reports, 3 year audits, customer data, current rate structure, current and proposed budgets and fund balances. The allocated budget within the grant for the financial consultant is \$15,000.



2. Rates and charges will be reviewed and compared to the draft CIP program by the financial consultant to determine if there are sufficient revenues to cover expenses. This will include an analysis of replacement costs and adequacy of replacement cost funding reserves and practices.
3. Based on the information obtained, a "test year" will be developed by the financial consultant that reflects baseline operating costs. The customer base will be reviewed, including the number of billable customers and volumetric sales. Verification will be performed by comparing the current rate structure to the "test year" revenue. A determination of anticipated changes to operating costs will be discussed with the Village.
4. Based on information provided by the Village and population trends, customer base and O&M costs will be projected for the forecasted period by the financial consultant. This includes any trending in cost as well as inflation. Existing debt will be evaluated and included in the forecast.
5. The estimated annual asset investment cost will be separated into cash funding and debt financing by the financial consultant. Options will be provided for debt financing including all possibilities for state or federal grant and loans.
6. A cash balance policy will be developed by the financial consultant so that a proper fund balance is maintained. This includes a lower and upper recommended limit.
7. If needed, rate modifications will be developed by the financial consultant from changes to ordinances, determining the O&M needs, replacement reserves, debt service, future cash and financing asset investment, and maintenance of a recommended cash balance. Rate modification scenarios will be considered for implementation over both immediate and incremental time frames.

Task 8 – Long-term Funding & Capital Improvement Planning

Under this task, OHM Advisors will develop a 5 to 20-year capital improvement program (CIP) based on projects identified in the asset inventory database. Capital improvements will be identified for projects related to future/upcoming regulations, major asset replacement, system expansion, improved technology, changes in operations (operator requirements, additional O&M costs, regulatory changes and efficiencies) and the projects impact on the LOS. Specific work efforts include:

1. Based on the collected information, OHM Advisors will prepare an initial list of capital projects along with the year of anticipated replacement/construction and the cost of each. Information on each project will be obtained and summarized including project description, project need statement, year project is needed, flexibility in replacement year, cost, and method of cost estimating and potential funding sources.
2. Based on the list of capital projects, OHM Advisors will prioritize projects based on criticality, remaining life expectancy, estimated cost, annual anticipated revenue and other factors. OHM Advisors will develop a draft CIP program and provide it to the financial consultant for use in the revenue structure development.
3. Based on Village and financial consultant input, the engineering consultant will finalize the CIP program and input data in the Capital Improvement Project Plan spreadsheet.
4. OHM Advisors will develop and outline a process for updating the CIP on an annual basis.

Task 9 – Asset Management Plan Report

Under this task, OHM Advisors will compile information from the tasks noted above and develop the Asset Management Plan Report. Specific work efforts include:

1. OHM Advisors will compile the information from the above tasks into a draft asset management report for review by the Village and financial consultant.



2. Based on comments, the final asset management system report will be finalized by OHM Advisors and forwarded to the Village and the MDEQ along with the Village statement certifying that all grant activities have been completed.

Task 10 – GIS/GPS Hardware/Software/Training

Under this task, OHM Advisors will work with the Village to purchase, install, and train on the use of GIS/GPS equipment. Items to be purchased include a desktop GIS workstation, field laptop, tablet, and Trimble GPS collection unit along with necessary licensing and software. The allocated budget within the grant for this task is \$14,685. Specific work efforts include:

1. OHM Advisors will provide the necessary support to assist the Village to develop and deploy a fully operational GIS.
2. The Village will complete GIS Software training.
3. OHM Advisors will work with field staff to train them on the use of the data collection device.
4. OHM Advisors will meet with appropriate staff members to train them on the use of the GIS system.
5. OHM Advisors will maintain a thorough and continual quality control to ensure that the Village is satisfied with the deliverable and the project is successful.

Total Fees

OHM Advisors will provide services on an hourly rate basis for a fee not-to-exceed Two Hundred Thirty-Three Thousand Three Hundred Forty-Five Dollars (\$233,345). The Village will be invoiced monthly for the value of services completed to date, based on OHM's current hourly rate schedule. All invoices are payable upon receipt.

The Village of Chesaning is responsible for a 10% match of the Wastewater Asset Management Plan costs.

$$\$233,345 + \$3,000 \text{ (incurred costs)} = \$236,345 \times 10\% = \$23,634.50$$

Spread over the three-year length of the grant yields a payment of \$7,878.17 per year.

Schedule

The project will be completed as stipulated in the SAW Grant Agreement between the Village of Chesaning and the MDEQ. Once the Village approves this scope and fees document, OHM will develop a detailed schedule with milestones and associated deliverables.



Approval and Acceptance

Exhibit 1 (attached), "Standard Terms and Conditions" is incorporated into this Scope & Fee by reference. Approval and acceptance of this Scope of Services and Fee is effective upon the City's signature. CONSULTANT is authorized to begin performance upon its receipt of a copy of this document signed by CLIENT.

The effective date of this Scope of Services is _____, 2016.

Village of Chesaning
CLIENT

Signature

Date

Name

Title

Orchard, Hiltz & McCliment, Inc.
CONSULTANT



Signature

9-29-16

Date

Chuck Rolfe, PE

Name

Principal in Charge

Title

EXHIBIT 1: STANDARD TERMS and CONDITIONS

1. **THE AGREEMENT** – These Standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM), a registered Michigan Corporation, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM and the Owner and said amendments must be in written form.

2. **SERVICES TO BE PROVIDED** – OHM will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.

3. **SERVICES TO BE PROVIDED BY OWNER** – The Owner shall at no cost to OHM:

- a) Provide OHM personnel with access to the work site to allow timely performance of the work required under this Agreement.
- b) Provide to OHM within a reasonable time frame, any and all data and information in the Owners possession as may be required by OHM to perform the services under this Agreement.
- c) Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.

4. **PERIOD OF SERVICE** – The services called for in this Agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM's reasonable control.

5. **COMPENSATION** – The Owner shall pay OHM for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may be lump sum, hourly; based on a rate schedule, percentage of the construction cost, or cost plus

a fixed fee. The Owner shall pay OHM for reimbursable expenses for subconsultant services, equipment rental or other special project related items at a rate of 1.15 times the invoice amount.

6. **TERMS OF PAYMENT** – Invoices shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM shall include a charge at the rate of one percent per month from said thirtieth day.

7. **LIMIT OF LIABILITY** – OHM shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability in the aggregate, of OHM and its Officers, Directors, Partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM or OHM's Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or OHM's fee, whichever is greater.

8. **ASSIGNMENT** – Neither party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.

9. **NO WAIVER** – Failure of either party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

10. GOVERNING LAW – The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.

11. DOCUMENTS OF SERVICE – The Owner acknowledges OHM's reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM, however, OHM shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM. In accepting and utilizing any drawings or other data on any electronic media provided by OHM, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM and will be corrected as part of OHM's basic Scope of Services.

12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days prior written notice. The Owner shall within 45 days of termination, pay OHM for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.

13. OHM'S RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM the amount shown on any invoice within 60 days of the date of the invoice, OHM may, after giving 7 days notice to the Owner, suspend its services until payment in full for all services and expenses is received.

14. OPINIONS OF PROBABLE COST – OHM's preparation of Opinions of Probable Cost represent OHM's best judgment as a design professional familiar with the industry. The Owner must recognize that OHM has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

15. JOB SITE SAFETY – Neither the professional activities of OHM, nor the presence of OHM or our employees and subconsultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM shall be indemnified and shall be made additional insureds under the General Contractors general liability Insurance policy.

16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

September 28, 2016

Mr. Troy Feltman
Village Administrator
Village of Chesaning
1100 W. Broad St.
Chesaning, MI 48616

RE: MDEQ SAW Grant – Stormwater Asset Management Plan

Dear Mr. Feltman:

OHM Advisors is pleased to submit this proposal to provide the services as outlined in the APPROVED MDEQ SAW Grant Application. Below is a task breakdown of our services.

Task 1 – Grant Application

Under this task, the Village, with assistance from OHM Advisors, completed and was awarded a State of Michigan SAW (stormwater, asset management and wastewater) grant for development of a storm water asset management plan.

Task 2 – Project Initiation

Under this task, the Village will initiate the project and meet with OHM Advisors to kick off the project, refine the scope if needed and confirm the project schedule. Critical information will be gathered and analyzed including the physical properties of the surrounding area. Specific work efforts include:

1. The Village will meet with OHM Advisors to discuss the project scope and schedule. This was partially completed as part of the SAW grant application.
2. The Village will provide information to OHM Advisors including existing plans, operator's reports, correspondence and utility information. This information will be used to assist with identifying additional deficiencies and the asset condition. This was partially completed as part of the SAW grant application.

Task 3 – Asset Inventory Survey

Under this task, OHM Advisors will obtain locations for all system components including inlets, manholes, outfall structures, and other system appurtenances. Specific work efforts include:

1. OHM Advisors will survey locations of collection system network, associated structures, and other system appurtenances. Preliminary estimates are that there could be as many as 418 features to be surveyed. This is dependent on those features that are both visible and accessible. The Village will work with OHM Advisors to mark known appurtenance locations that may not be visible.
2. OHM Advisors will process the survey and create a GIS ready plan of the system. This will include obtaining an aerial of the sewer district and overlaying surveyed information on the aerial.
3. The Village will review the plan and meet with OHM Advisors to provide comments.



4. OHM Advisors will prepare a list of assets for use in the Condition Assessment, Criticality of Assets and CIP Plan. The plan will be finalized based on Village comments. OHM Advisors will finalize the plan and provide 2 display and 10 file copies of the plan to the Village for display.

Task 4 – CCTV Inspection

Under this task, OHM Advisors will assess the storm sewer system through cleaning and televising pipes, inlets and manholes. The CCTV inspection will be to NASSCO PACP/MACP requirements and by PACP/MACP certified personnel. This information will be used as part of the information used in the condition assessment task (Task 5). Specific work efforts include:

1. Inspection has not been performed on any of the structures in the Village's storm sewer system. A MACP certified contractor will be contracted with to inspect manholes utilizing MACP technology and certified MACP personnel. Once the inspection is completed, the MACP coding will be processed to determine manhole condition and manholes that are structurally deficient. The results will then be used to as part of the condition assessment. Based on the codes and review of inspection video, alternative rehabilitation methods will be listed along with the associated cost estimate for each.
2. The Village's storm sewer collection system has never been inspected and is over 50 years old. Therefore, a certified PACP contractor will be contracted with to perform the CCTV inspection and cleaning for a minimum of 75% of the system with the intent of performing inspection on the entire system depending on existing conditions and accessibility. It is estimated that the entire system has approximately 42,000 feet of storm sewer. Once the inspection is completed, the PACP coding will be processed to determine storm sewers with excessive failure designation contributing to structural deficiencies. The results will then be used to as part of the condition assessment. Based on the codes and review of inspection video, alternative rehabilitation methods will be listed along with the associated cost estimate for each.

Task 5 – Condition Assessment

Under this task, OHM Advisors will estimate the condition based on input from the Village, field investigation, and industry data. Specific work efforts include:

1. Using the created Storm Asset Plan, OHM Advisors will meet with the Village to identify existing original pipe/structures and replacement year for pipe/structures that have been replaced.
2. OHM Advisors will estimate replacement costs based on recent bid tabulations for similar projects in the area, industry standards and other available information.
3. OHM Advisors will place collected data in the MDEQ Asset Workbook spreadsheet database.

Task 6 – Level of Service Determination

The level of service is determined through a series of meetings between the Village and their customers. Minimum level of service (LOS) is ensuring the storm collection system is compliant with all MDEQ and federal regulations. Specific work efforts are as follows:

1. OHM Advisors will review planning level information with the Village and communicate potential watershed impacts as relevant. These findings will be conducted such to confirm the management system in place is in compliance with current regulations. Information and data will be summarized in the final asset management plan document.



2. OHM Advisors will meet with the Village to develop asset management plan goals and mission statement. We will outline questions to be answered and information that needs to be provided relating to regulatory compliance and related issues, operator certifications, training, customer complaint response and tracking process, asset maintenance schedules and process, critical system assets, funding availability and how O&M is related to the current LOS. A draft of the goals and mission statement will be provided based on Village input.
3. OHM Advisors will coordinate a public meeting to educate the customers on the cost associated with maintaining the storm water collection system, obtain customer input regarding their concerns and satisfaction and outline the Village's goals and mission statement to the public.
4. OHM Advisors will prepare a meeting summary and meet with the Village to finalize goals, mission statement and LOS.

Task 7 – Criticality of Assets Determination

After the storm water system has been inventoried and the condition assessed, information prioritization can occur. A numerical rating will be applied to each system element based on condition. A second numerical rating will be applied to each element based on the consequence of failure and desired level of service. These two criteria will then be used in combination to calculate a business risk factor by multiplying the probability of failure by the criticality rating. Deterioration forecasting will be performed to “age” the infrastructure so an analysis can be developed based on current conditions. The most critical assets will be included in the subsequent capital improvement plan. Specific work efforts to determine asset criticality are outlined below:

1. OHM Advisors will develop a condition assessment, probability of failure and asset criticality ranking systems. The ranking systems will be developed by using a system used for a similar community and/or the MDEQ's guidance and modifying it to suit the Village's needs.
2. Based on information collected, OHM Advisors will determine the condition, probability of failure and asset criticality rating of each asset and input data in the MDEQ Asset Inventory database to obtain a Business Risk Factor for each asset.

Task 8 – Long-term Funding & Capital Improvement Planning

Under this task, OHM Advisors will develop a 5 to 20-year capital improvement program (CIP) based on projects identified in the asset inventory database. Capital improvements will be identified for projects related to future/upcoming regulations, major asset replacement, system expansion, improved technology, changes in operations (operator requirements, additional O&M costs, regulatory changes and efficiencies) and the project's impact on the LOS. Specific work efforts include:

1. Based on the collected information, OHM Advisors will prepare an initial list of capital projects along with the year of anticipated replacement/construction and the cost of each. Information on each project will be obtained and summarized including project description, project need statement, year project is needed, flexibility in replacement year, cost, method of cost estimating and potential funding sources (grants, loans, other).
2. OHM Advisors will develop a draft CIP. This will include creating a list of capital projects, prioritize projects based on criticality, remaining life expectancy, estimated cost, annual anticipated revenue and other factors.
3. Based on Village and financial consultant input, the engineering consultant will finalize the CIP program and input data in the Capital Improvement Project Plan spreadsheet.
4. OHM Advisors will develop and outline a process for updating the CIP on an annual basis.



Task 9 – Asset Management Plan Report

Under this task, OHM Advisors will compile information from the tasks noted above and develop the Asset Management Plan Report. Specific work efforts include:

1. OHM Advisors will compile the information from the above tasks into a draft asset management report for review by the Village and financial consultant.
2. Based on comments, the final asset management system report will be finalized by OHM Advisors and forwarded to the Village and the MDEQ along with the Village statement certifying that all grant activities have been completed.

Task 10 – GIS/GPS Hardware/Software/Training

Under this task, OHM Advisors will work with the Village to purchase, install, and train on the use of GIS/GPS equipment. Items to be purchased include a desktop GIS workstation, field laptop, tablet, and Trimble GPS collection unit along with necessary licensing and software. The allocated budget within the grant for this task is \$14,685. Specific work efforts include:

1. OHM Advisors will provide the necessary support to assist the Village to develop and deploy a fully operational GIS.
2. The Village will complete GIS Software training.
3. OHM Advisors will work with field staff to train them on the use of the data collection device.
4. OHM Advisors will meet with appropriate staff members to train them on the use of the GIS system.
5. OHM Advisors will maintain thorough and continual quality control to ensure that the Village is satisfied with the deliverable and the project is successful.

Total Fees

OHM Advisors will provide services on an hourly rate basis for a fee not-to-exceed **Three Hundred Eighty-One Thousand Four Hundred Seventy Dollars (\$381,470)**. The Village will be invoiced monthly for the value of services completed to date, based on OHM's current hourly rate schedule. All invoices are payable upon receipt.

The Village of Chesaning is responsible for a 10% match of the Wastewater Asset Management Plan costs.

$\$381,470 + \$3,000$ (incurred costs) = $\$384,470 \times 10\% = \$38,447.00$

Spread over the three-year length of the grant yields a payment of \$12,815.67 per year.

Schedule

The project will be completed as stipulated in the SAW Grant Agreement between the Village of Chesaning and the MDEQ. Once the Village approves this scope and fees document, OHM will develop a detailed schedule with milestones and associated deliverables.



Approval and Acceptance

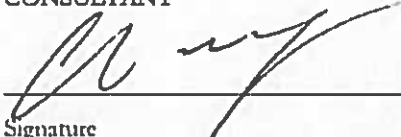
Exhibit 1 (attached), "Standard Terms and Conditions" is incorporated into this Scope & Fee by reference. Approval and acceptance of this Scope of Services and Fee is effective upon the Village's signature. CONSULTANT is authorized to begin performance upon its receipt of a copy of this document signed by CLIENT.

The effective date of this Scope of Services is _____, 2016.

Village of Chesaning
CLIENT

Orchard, Hiltz & McCliment, Inc.
CONSULTANT

Signature



Signature

Date

9-29-16

Date

Name

Chuck Rolfe, PE
Name

Title

Principal in Charge
Title

EXHIBIT 1: STANDARD TERMS and CONDITIONS

1. THE AGREEMENT – These Standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM), a registered Michigan Corporation, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM and the Owner and said amendments must be in written form.
2. SERVICES TO BE PROVIDED – OHM will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.
3. SERVICES TO BE PROVIDED BY OWNER – The Owner shall at no cost to OHM:
 - a) Provide OHM personnel with access to the work site to allow timely performance of the work required under this Agreement.
 - b) Provide to OHM within a reasonable time frame, any and all data and information in the Owners possession as may be required by OHM to perform the services under this Agreement.
 - c) Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.
4. PERIOD OF SERVICE – The services called for in this Agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM's reasonable control.
5. COMPENSATION – The Owner shall pay OHM for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may be lump sum, hourly; based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM for reimbursable expenses for subconsultant services, equipment rental or other special project related items at a rate of 1.15 times the invoice amount.
6. TERMS OF PAYMENT – Invoices shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM shall include a charge at the rate of one percent per month from said thirtieth day.
7. LIMIT OF LIABILITY – OHM shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability in the aggregate, of OHM and its Officers, Directors, Partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM or OHM's Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or OHM's fee, whichever is greater.
8. ASSIGNMENT – Neither party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.
9. NO WAIVER – Failure of either party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

10. GOVERNING LAW – The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.

11. DOCUMENTS OF SERVICE – The Owner acknowledges OHM's reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM, however, OHM shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM. In accepting and utilizing any drawings or other data on any electronic media provided by OHM, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM and will be corrected as part of OHM's basic Scope of Services.

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16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.



Village Administrator's Report October 4, 2016

PROPOSAL TO KEEP BRADY/LINE & BROAD/MAIN INTERSECTIONS AS 4-WAY STOPS

Dates to Note:

- October 5th at 6:30 pm Parks & Recreation Committee
- October 7th at 10:00 am OHM Strategic Planning
- October 11th at 4:00 pm AHP Accounting Services
- October 12th 6:00 pm Downtown Development Authority
- October 13th at 8:00 am Chamber of Commerce Board Meeting

The Police Department and a number of residents have asked the Village to consider leaving the 4-way stop in place at Line Street & Brady Street intersection now that the Deer Creek detour has been removed. I have asked the DPW to install the stop signs temporarily while the Council discusses this request. If you do choose to keep the stop signs permanently, Council will have to vote to do so and direct the Police Department/ Administration to have the new signs certified through Saginaw County.

There has also been interest in keeping the 4-way stop at the intersection of Broad Street and Main Street. Again, the Police Department is in support of this request. They believe that the 4-way stop is assisting in the control of traffic through the intersection, reducing speeds and with the school traffic coming from Big Rock. Needless to say, this location will require a conversation with the Michigan Department of Transportation. If Council is interested, then my office will reach out to the TSC in Bay City to start the conversation.

AUDIT CONTRACT BIDS?

First, Roxanne Nicholas from Department of Treasury will be at the meeting Tuesday night to review the FY 2015/16 audit with the Council. It was an active year with the road bonds, USDA Rural Development Funds, and DDA Bond refinance as well as the normal operational financial transactions. Again, we have the ongoing notes about separating the financial statements from the auditing process and doing more routine budget adjustments, but overall the Village continues to perform remarkably well. The unfunded liability for the pension system and infrastructure maintenance costs continue to be a burden to the annual budgets.

Also, I wanted to point out that the FY 15/16 budget year was the last on the current contract with the Department of Treasury for auditing services. It would be my recommendation that the Village bid the auditing services contract so that we can ensure that the community is getting the most cost-effective professional services available to the organization. I want to be clear that this recommendation is in no way a reflection of the quality of the services provided by Roxanne. Staff

are very supportive of the excellent service provided by Roxanne and the Department of Treasury in general. However, bidding out the contract does not preclude a continued relationship with Treasury moving forward...assuming they are the selected bidder.

CHAMBER/VILLAGE FACILITY UPDATE

Per Village Council direction, I have taken steps to move forward with the Chamber/Village shared facility proposal. I met with Chuck Rolfe to discuss the need for architectural plans for the redesign of the existing structures as well as for the additional space specified in the current scope of work. Chuck is setting up an on-site meeting for me to meet with the architects and review the site, our existing set of plans and the vision for the new facility.

In addition, I did reach out to USDA Rural Development to discuss the facilities funding program. To be candid, I am not sure that utilizing a federal program is the best solution. The

Good ideas are seldom enough to produce good public policy. Follow-through, diligence and persistence are also necessary to produce system change—often in the face of entrenched interests.
-Anonymous

engineering, legal work and administrative overhead for such a small (relatively speaking) project is hard to justify. Once I meet with the architects and get a sense of whether or not our current scope of work and estimated cost is sound, I am going to contact PNC and Community State Bank to discuss other financing options.

COMFORT CARE SITE PLAN & SPECIAL USE PERMIT APPROVED BY PLANNING COMMISSION

The Planning Commission held a meeting on September 27th. On the agenda was a special use and site plan review application from Comfort Care for a 40 bed adult foster care facility. If you will remember, the Village Council authorized a rezoning of this project back in June. It is my understanding that the developer wants to start construction yet this fall and is pushing to get the closing scheduled within the next two weeks.

DEER CREEK/MDOT BRIDGE UPDATE

As I am sure you are all aware, the detour established for the Deer Creek culvert replacement by MDOT has been removed. The center two lanes of M-57 are now open (effective the afternoon of September 29th). The outer lanes will remain closed until the remaining concrete work and guardrails are installed. MDOT is reporting that the this work is scheduled to be completed by October 7th.

Miscellaneous

- *Audit Presentation:* Please note that Roxanne Nicholas from Michigan Department of Treasury will be at the meeting Tuesday to review the audit. I have attached a digital copy of the audit to the email containing the Council Meeting Packet.
- *Tractor Pull Request Rescinded:* Just as a quick FYI, the organizers of the tractor pull have decided not to hold the event at Showboat Park. They indicated that they were not comfortable assuming liability for the landscaping and grounds of the park.