

# AGENDA

## COUNTY SERVICES COMMITTEE

111 S. Michigan Ave., Room 200, Saginaw MI 48602

**Wednesday, December 4, 2024 - 4:00 p.m.**

Members: Michael Webster – Chair, Dennis Krafft – Vice-Chair, Denny Harris, Gerald Little, Christopher Boyd

Others: Administrator, Finance Director, Civil Counsel, Board Staff, *Media*

I. Call to order

II. Welcome

III. Correction/Approval of Minutes ***November 6, 2024 - Attached***

IV. Public Comment (*Speakers limited to 3 minutes*)

V. Agenda

1. **Jonathan Webb, President/CEO, Castle Museum**, re:

- **12-17-3** Presenting Castle Museum financial statements for FY 2024 Quarter 3 provided in accordance with the terms of the agreement in place with Saginaw County

2. **Brian Wendling, Public Works Director**, re:

- **12-17-4** Requesting approval of a resolution authorizing the “Richland Township Sewage Disposal System Improvements” project
- **12-17-5** Requesting approval of a resolution and forwarding the annual Saginaw Area Storm Water Authority cost apportionment and 2025 budget

3. **Brian Keenan-Lechel, Director, Saginaw County Parks & Recreation Commission**

- **12-17-6** Requesting a resolution accepting the terms of a Michigan Natural Resources Trust Fund (MNRTF) Development grant agreement for the Saginaw Valley Rail Trail; \$300,000 from the MNRTF matched with \$200,000 in county funding with a project total of \$500,000 for new asphalt, boardwalk repair/replacement, benches, signage and bollard replacement

4. **INFORMATIONAL COMMUNICATIONS (To be Received & Filed in Committee)**

- **12-17-7** **GENESEE COUNTY METROPOLITAN PLANNING COMMISSION** submitting its intent to update the Genesee: Our County, Our Future plan to meet the requirements of a County Master Plan
- **12-17-8** **VILLAGE OF BIRCH RUN DDA** sending notice of an informational meeting during its regular DDA meeting on December 12, 2024 at 7:30 a.m.
- **12-17-9** **CITY OF SAGINAW** submitting notice of a public hearing on November 18, 2024 in regard to the Fifth Avenue Limited Partnership application for an OPRA and the potential for a “tax freeze” for up to twelve years

5. Any other matters to come before the committee

VI. Miscellaneous

VII. Adjournment

# MINUTES

## COUNTY SERVICES COMMITTEE

DRAFT

111 S. Michigan Ave., Room 200, Saginaw MI 48602

Wednesday, November 6, 2024 - 4:00 p.m.

Present: Michael Webster – Chair, Denny Harris, Gerald Little, Christopher Boyd  
Absent: Dennis Krafft – Vice-Chair  
Others: Mary Catherine Hannah, Koren Thurston, Dave Gilbert, Jack Tany, Jaime Ceja, Darcie Totten, Kevin Murphy, Syndi Thayer, Annette Rummel, Ann Bruzewski, Jessie Hund, Suzy Koeplinger, Renee Sharkey, Catherine Hicks

- I. Call to order ---**Webster @ 4:02 p.m.**
- II. Welcome
- III. Correction/Approval of Minutes (**October 2, 2024**)  
---**Moved by Harris, seconded by Boyd, to approve. Motion carried.**
- IV. Public Comment (*Speakers limited to 3 minutes*)
- V. Agenda
  1. Annette Rummel, President/CEO, and Ann Bruzewski, Director of Operations, Saginaw County Convention & Visitors Bureau, re:
    - **11-19-1** Submitted its 2023 Audited Financial Statements to receive and file and its proposed 2025 Budget for approval  
---**Moved by Boyd, seconded by Little, to receive and file the 2023 audited financial statements. Motion carried. (Receive & File)**  
---**Moved by Boyd, seconded by Little, to approve the 2025 Budget. Motion carried. (Board Report)**
  2. Mary Catherine Hannah, County Administrator, re:
    - **11-19-2** Submitting new County Policy #414 - "Use of County Grounds and Facilities Policy" for review and approval  
---**Discussion was held regarding the need to have a county policy to provide guidelines for the use of county grounds and facilities, excluding Saginaw County Parks and Recreation. Commissioners agreed to approve and forward the policy to the full Board as is, noting it can be updated as needed.**  
---**Moved by Boyd, seconded by Little, to approve. Motion carried. (Board Report)**
  3. Any other matters to come before the committee ---**None**
- VI. Miscellaneous ---**None**
- VII. Adjournment ---**Moved by Harris, seconded by Boyd, to adjourn. Motion carried; time being 4:30 p.m.**

Respectfully Submitted,  
Michael Webster, Committee Chair  
Suzy Koeplinger, Committee Clerk



County of Saginaw

**COUNTY  
SERVICES**

111 South Michigan Avenue  
Saginaw, MI 48602

Mary Catherine Hannah  
County Administrator

November 21, 2024

12-17-3

Michael Webster, Chairman  
**County Services Committee**  
111 S. Michigan Avenue  
Saginaw, MI 48602

SAGINAW COUNTY BOC  
NOV 25 '24 AM 10:59

**RE: CASTLE MUSEUM – FY2024 QUARTER 3 FINANCIALS**

Dear Chair Webster,

Included with this letter you will find a copy of the Fiscal Year 2024, Quarter 3 financials for the Castle Museum of Saginaw County. It is provided in accordance with the terms of the agreement in place with Saginaw County.

We request that this item is received and filed at the December 2024 County Services Committee meeting.

I, along with Jonathan Webb, President/CEO of Castle Museum will be in attendance at the December 8 County Services Committee meeting, should you have any questions.

Sincerely,

Mary Catherine Hannah  
County Administrator

Cc: Jonathan Webb, President/CEO Castle Museum



(989) 790-5210



administratorsoffice@saginawcounty.com

# HISTORICAL SOCIETY OF SAGINAW COUNTY, INC.

## Statement of Financial Position

As of September 30, 2024

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
101 Cash & Cash Equivalents	0.00
100 Huntington Checking Account	12,915.89
105 Petty Cash	250.00
106 Change Bags	160.00
107 Cash in Drawer	37.72
116 Huntington Money Market - 3.55%	92,465.28
131 FCU Savings	5.11
159 FCU CD 15 - 11/9/25 - 5.0%	257,201.90
170 Mercantile Bank MM - 5.4%	152,063.53
190 Misc. CDs	
154 Federated Hermes Trust MM	167.32
163 WF Sioux Falls- 5.0% -2/20/2025	100,000.00
171 PNC - 10/24/24 - 5.45%	200,000.00
174 Bank Amer Na Charlotte NC 5.05%	100,000.00
176 Bank Amer NA Charlotte NC 5.1%	113,000.00
177 Wells Fargo BkNA SiouxFall5.2%	132,000.00
178 First Natl Bk Omaha Neb	96,000.00
179 Optimumbank FT Lauderdale 4.25%	239,000.00
180 Hapoalim BM New York Brh 4.25%	239,000.00
<b>Total 190 Misc. CDs</b>	<b>1,219,167.32</b>
<b>Total 101 Cash &amp; Cash Equivalents</b>	<b>1,734,266.75</b>
<b>Total Bank Accounts</b>	<b>\$1,734,266.75</b>
Other Current Assets	
244 Assets held by others	112,268.10
<b>Total Other Current Assets</b>	<b>\$112,268.10</b>
<b>Total Current Assets</b>	<b>\$1,846,534.85</b>
<b>TOTAL ASSETS</b>	<b>\$1,846,534.85</b>

# HISTORICAL SOCIETY OF SAGINAW COUNTY, INC.

## Statement of Financial Position

As of September 30, 2024

	TOTAL
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Credit Cards	
CC Payable - Huntington	6,510.58
<b>Total Credit Cards</b>	<b>\$6,510.58</b>
Other Current Liabilities	
2100 Payroll Liabilities	0.00
Federal Taxes (941/944)	6,139.89
Federal Unemployment (940)	-41.54
MI Income Tax	1,996.00
MI Local Tax	985.80
MI Unemployment Tax	1,431.29
<b>Total 2100 Payroll Liabilities</b>	<b>10,511.44</b>
2200 Sales Tax Payable	54.80
<b>Total Other Current Liabilities</b>	<b>\$10,566.24</b>
<b>Total Current Liabilities</b>	<b>\$17,076.82</b>
<b>Total Liabilities</b>	<b>\$17,076.82</b>
Equity	
293 Endowment	112,268.10
294 Designated for future repairs	100,000.00
295 Fund Balance	1,236,918.00
3900 Retained Earnings	388,222.41
Net Revenue	-7,950.48
<b>Total Equity</b>	<b>\$1,829,458.03</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$1,846,534.85</b>

# HISTORICAL SOCIETY OF SAGINAW COUNTY, INC.

## Statement of Activity

July - September, 2024

	TOTAL
Revenue	
407 Museum Store Revenue	7,502.01
410 Membership	175.57
420 Gifts and Grants	
422 Donations	6,613.37
<b>Total 420 Gifts and Grants</b>	<b>6,613.37</b>
428 Special Events	205.88
430 Admissions	-572.03
436 Contracted Services-County	291,685.75
440.1 Interest Income	32,118.56
443.1 Room Rentals	100.00
450.1 Museum Store	
409 Store Sales Tax	12.09
<b>Total 450.1 Museum Store</b>	<b>12.09</b>
461 Contract Work	3,580.00
<b>Total Revenue</b>	<b>\$341,421.20</b>
<b>GROSS PROFIT</b>	<b>\$341,421.20</b>
Expenditures	
500.1 Personnel	-344,080.71
500 Payroll Expenses	-9,023.00
500.2 Safe Harbor Contributions	-18,045.96
500.3 Profit Sharing Employer Contrib	-32,153.99
501 Payroll Taxes	641.26
503 Employee Benefits	2,277.00
505 Workers Compensation	
<b>Total 500.1 Personnel</b>	<b>-400,385.40</b>
510.1 Castle Building Operation	4,963.00
506 Insurance-Other	19,891.13
551 Utilities	4,839.87
557 Building Repair & Maintenance	45.56
563 Janitor Supplies	
<b>Total 510.1 Castle Building Operation</b>	<b>29,739.56</b>
520 Museum & Society Operation	1,457.45
507 Office Operations & Equipment	60.26
510 Equipment - Misc	1,236.29
517 Telephone/Internet	30.03
519 Postage	138.32
520.1 Bank Service Fees	4,983.64
521 Printing	1,106.00
523 Dues & Subscriptions	5,369.65
525 Professional Fees	

# HISTORICAL SOCIETY OF SAGINAW COUNTY, INC.

## Statement of Activity

July - September, 2024

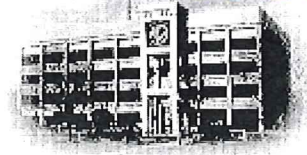
	TOTAL
527 Training & Conferences	1,275.92
537 Promotions/Publicity	359.18
541 Activities & Special Events	2,181.34
<b>Total 520 Museum &amp; Society Operation</b>	<b>18,198.08</b>
530.1 Grants to Out County Museums	29,168.50
545 Collections/Exhibits/Education	9.18
511 Collections Supplies & Equipmen	258.44
535 Achaeology Supplies & Equipment	445.07
<b>Total 511 Collections Supplies &amp; Equipmen</b>	<b>703.51</b>
513 Exhibits Plan, Design, & Produc	16,761.64
516 Educational Activit & Supplies	565.74
516.1 Time Machine Operating	65.00
516.3 Education & Program Materials	265.24
<b>Total 516.1 Time Machine Operating</b>	<b>330.24</b>
<b>Total 516 Educational Activit &amp; Supplies</b>	<b>895.98</b>
<b>Total 545 Collections/Exhibits/Education</b>	<b>18,370.31</b>
546 Museum Store Operations	3,454.39
Payroll Expenses	
Company Contributions	
Retirement	43,449.51
<b>Total Company Contributions</b>	<b>43,449.51</b>
Taxes	45,596.86
Wages	533,592.53
<b>Total Payroll Expenses</b>	<b>622,638.90</b>
<b>Total Expenditures</b>	<b>\$321,184.34</b>
NET OPERATING REVENUE	<b>\$20,236.86</b>
NET REVENUE	<b>\$20,236.86</b>

# COUNTY OF SAGINAW

**BRIAN J. WENDLING**  
**PUBLIC WORKS COMMISSIONER**

Governmental Center  
111 S. Michigan Avenue  
Saginaw, Michigan 48602-2086  
Phone 989-790-5258 • FAX 989-790-5259

# COUNTY SERVICES



November 19, 2024

12-17-4

Honorable Chairman Chris Boyd  
Saginaw County Board of Commissioners  
111 South Michigan Avenue  
Saginaw, MI 48602

SAGINAW COUNTY BOC  
NOV 20 '24 PM2:13

Dear Chairman Boyd,

Please allow this letter to serve as request to meet with the County Services Committee at its December 4, 2024, meeting regarding the following matter:

- Resolution authorizing the Public Works Commissioner to sign a contract and undertake a project known as the “Richland Township Sewage Disposal System Improvements” under Act 185 as requested by the Township of Richland.

Included with this correspondence is a copy of the resolution passed by the Richland Township Board requesting assistance from the County Public Works Department, a copy of the approved contract by Richland Township which includes a project description, an estimated project cost, and a map of the proposed service area.

I will be in attendance on December 4<sup>th</sup> to answer any questions you or the committee may have.

Respectfully,

Brian J. Wendling  
Public Works Commissioner



ORDER APPROVING RESOLUTION APPROVING PROJECT AND RESOLUTION  
APPROVING RICHLAND SEWAGE DISPOSAL SYSTEM IMPROVEMENTS CONTRACT

BE IT ORDERED, as follows:

1. The resolution approving the Richland Sewage Disposal System Improvements as a County project under Act 185, Public Acts of Michigan, 1957, as amended (“Act 185”), and approving the Richland Sewage Disposal System Improvements Contract, dated as of December 1, 2024, between the County of Saginaw and the Township of Richland, to be entered into pursuant to Act 185, is approved and shall be submitted to the Board of Commissioners of the County of Saginaw with the recommendation of the Public Works Commissioner, acting as the Board of Public Works under Act 185, that the resolution be adopted by the Board of Commissioners.

2. All orders and parts of orders insofar as they may be in conflict herewith are hereby rescinded.

SO ORDERED.

  
\_\_\_\_\_  
Brian J. Wendling  
Saginaw County Public Works Commissioner

November 20, 2024

At a regular meeting of the Board of Commissioners of the County of Saginaw held in the City of Saginaw, Michigan, on December 17, 2024.

PRESENT: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_

The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

WHEREAS, the County of Saginaw (the "County"), by resolution of its Board of Commissioners, has established a Department of Public Works for the administration of the powers conferred upon the County by Act 185 of the Michigan Public Acts of 1957, as amended ("Act 185"), which Department is administered by the Saginaw County Public Works Commissioner, acting as the Board of Public Works, under the general control of the Board of Commissioners; and

WHEREAS, the Township Board of the Township of Richland (the "Township"), by resolution adopted on November 12, 2024, has requested the County, acting through its Department of Public Works under Act 185, to assist the Township in financing the acquisition and construction of improvements to the Township's sewage disposal system (the "System") consisting of the replacement of Pump Station No.1, including 1,700ft of gravity sewer and 2,300ft of force main; replacement of Pump Station No.2; and rehabilitation of Pump Station No.3; together with related improvements, including, but not limited to, the restoration of property, streets, rights-of-way and easements affected by the improvements, as well as all work necessary and incidental to these improvements (collectively, the "Project"); and approved the proposed Richland Sewage Disposal System Improvements Contract, dated as of December 1, 2024,

between the County and the Township (the "Contract"), which provides for the acquisition, construction and financing of the Project; and

WHEREAS, the establishment of a County project as requested by the Township will protect the public health and welfare of the citizens of the Township to be served by the Project; and

WHEREAS, there has been presented to this Board by the Public Works Commissioner a description of the specific area to be served by the Project and estimates of cost and the period of usefulness thereof and the proposed Contract relating to the acquisition, construction and financing of the Project; and

WHEREAS, in order to provide financing to pay part of the costs of the Project, the County expects to issue its bonds (the "Bonds") pursuant to the Contract in the amount of \$3,250,000 in anticipation of payments to be made by the Township pursuant to the Contract, which Bonds shall be a full faith and credit limited tax general obligation of the County.

WHEREAS, the County desires to approve the Project as a County project under Act 185, approve the Contract and authorize the issuance of the Bonds; and

WHEREAS, it is anticipated that the County will advance a portion of the costs of the Project prior to the issuance of the Bonds, such advances to be repaid from proceeds of the Bonds upon the issuance thereof; and

WHEREAS, Section 1.150-2 of the Treasury Regulations on Income Tax (the "Reimbursement Regulations") specifies conditions under which a reimbursement allocation may be treated as an expenditure of the proceeds of tax-exempt obligations, and the County intends by this resolution to qualify amounts advanced by the County to the Project for reimbursement from proceeds of the Bonds in accordance with the requirements of the Reimbursement Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF SAGINAW, as follows:

1. The Board of Commissioners of the County hereby authorizes and directs the Public Works Commissioner, acting as the Board of Public Works, to undertake the Project under Act 185 as requested by the Township.

2. Said County project shall be known as the "Richland Sewage Disposal System Improvements."

3. The Board of Commissioners does hereby approve the description of the specific area to be served by the Project, as set forth on Exhibit A attached to the form of the Contract, and the estimates of cost and period of usefulness for the Project, as set forth on Exhibit B attached to the form of the Contract, and the County Clerk is hereby authorized to endorse on said description and estimates the fact of such approval and return the same to the Public Works Commissioner.

4. The Public Works Commissioner is hereby authorized and directed to execute and deliver on behalf of the County the Contract in the form presented to this meeting in such number of original copies as he may deem appropriate.

5. The Project shall be as described in the preamble hereto and the principal amount of Bonds expected to be issued for the Project is \$3,250,000.

7. The County hereby declares its official intent to issue the Bonds to provide financing to part of the costs of the Project, and hereby declares that it reasonably expects to reimburse the County's advances to the Project as anticipated by this resolution.

8. The issuance and sale of the Bonds shall be authorized by a subsequent resolution to be adopted by the Board of Commissioners of the County.

9. All resolutions and parts of resolutions insofar as the same may be in conflict herewith are hereby rescinded.

ADOPTED: Yeas: \_\_\_\_\_

\_\_\_\_\_

Nays: \_\_\_\_\_

STATE OF MICHIGAN            )  
  ) SS  
COUNTY OF SAGINAW        )

I, the undersigned, the duly qualified and acting County Clerk of the County of Saginaw, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of said County at a regular meeting held on December 17, 2024, the original of which is on file in my office. I further certify that notice of the meeting was given pursuant to and in compliance with the Open Meetings Act.

\_\_\_\_\_

County Clerk

RESOLUTION R-2024-20  
REQUESTING ASSISTANCE OF THE  
COUNTY OF SAGINAW UNDER ACT 185 FOR THE ACQUISITION,  
CONSTRUCTION AND FINANCING OF  
SEWAGE DISPOSAL SYSTEM IMPROVEMENTS AND APPROVING CONTRACT  
BETWEEN TOWNSHIP OF RICHLAND AND COUNTY OF SAGINAW

At a regular meeting of the Township Board of the Township of Richland, Saginaw County, Michigan, held on November 12, 2024.

PRESENT: Supervisor, Brian Frederick, Clerk, Renee Herhold, Treasurer, David Earley,  
Trustee, Susan Neuenfeldt, Trustee, Brian Beckrow

ABSENT: None

The following resolution was offered by David Earley and supported by Brian Beckrow.

WHEREAS, this Township Board has determined that it is necessary for the public health, safety and welfare of the Township of Richland (the "Township") to acquire and construct improvements to the Richland sewage disposal system (the "System") consisting of the replacement of pump stations together with related improvements, including, but not limited to, the restoration of property, streets, rights-of-way and easements affected by the improvements, and improvements to related facilities, as well as all work necessary and incidental to these improvements (the "Project"); and

WHEREAS, this Township Board has determined that it is not desirable for the Township to finance the cost of the Project alone; and

WHEREAS, the County of Saginaw (the "County") has established a Department of Public Works under Act 185, Public Acts of Michigan, 1957, as amended ("Act 185"), under the control of the Saginaw County Public Works Commissioner, acting as the Board of Public Works, with authority to acquire, construct and finance sewage disposal system improvements for public corporations within the County; and

WHEREAS, pursuant to the provisions of Act 185, the Township and the County are authorized to enter into a contract for the acquisition, construction and financing of the Project and for the payment of the cost thereof by the Township, with interest, and the County is then authorized to issue its bonds (the "Bonds") to provide the funds necessary to pay all or part of the costs of the Project; and

WHEREAS, a proposed Richland Sewage Disposal System Improvements Contract (the "Contract") to be dated as of January 1, 2025, between the County and the Township, has been submitted to the Township for approval, which Contract provides for the acquisition, construction and financing of the Project pursuant to Act 185, including the issuance of the Bonds by the County in anticipation of payments to be made by the Township, which payments will be sufficient to pay the principal of and interest on the Bonds and that for the making of such payments the Township will pledge its limited tax full faith and credit.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE TOWNSHIP OF RICHLAND, as follows:

1. The Township hereby requests the assistance of the County, acting through its Department of Public Works, in the acquisition, construction and financing of the Project under the terms of Act 185.

2. The Contract as presented at this meeting is approved and the Township Supervisor and the Township Clerk are authorized and directed to execute and deliver the Contract on behalf of the Township (in such number of counterparts as may be desirable). The cost estimate of the Project included in the Contract and the designation in the Contract of the area to be served by the Project are approved.

3. The form of the Contract submitted to and approved by this Township Board shall be filed with the Township Clerk, who shall indicate thereon the date of approval by the Township Board.

4. The Township Supervisor is authorized to file with the Michigan Department of Treasury a qualifying statement or application for approval, as applicable, in order to receive

permission from the Michigan Department of Treasury under Act 34, Public Acts of Michigan, 2001, as amended, for the issuance of the Bonds.

5. The Township hereby recommends that the County, acting through its Department of Public Works, employ the following consultants in connection with the Project:

- As engineers: Spicer Group, Inc.  
Saginaw, Michigan
- As registered municipal advisor: Bendzinski & Co., Municipal Finance Advisors  
Grosse Pointe, Michigan
- As bond counsel: Dickinson Wright PLLC  
Troy, Michigan

5. This Township Board and all Township employees shall cooperate with the Saginaw County Department of Public Works and the Saginaw County Public Works Commissioner to the end that the Bonds of the County may be issued as promptly as possible to pay all or part of the costs of the Project. The Bonds shall be retired solely out of payments made by the Township in amounts fully sufficient to meet all principal and interest requirements thereon. The full faith and credit of the County as additional and secondary security for the bonds are hereby requested.

6. The Township hereby agrees to reimburse the County and its Department of Public Works for all expenses incurred in connection with the Project in the event that, for any reason, the Project is not completed or the Bonds are not sold.

7. All prior resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.



AYES: Frederick, Herhold, Earley, Neuenfeldt, Beckrow

NAYS: None

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN    )  
                                  ) SS  
COUNTY OF SAGINAW   )

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Township Board of the Township of Richland, Saginaw County, Michigan, at a regular meeting held on November 12, 2024, the original of which is on file in my office. I further certify that notice of said meeting was given in accordance with the Open Meetings Act.

  
Renee Herhold, Township Clerk  
Township of Richland

## RICHLAND SEWAGE DISPOSAL SYSTEM IMPROVEMENTS CONTRACT

THIS CONTRACT, made and entered into as of December 1, 2024, by and between the COUNTY OF SAGINAW, a Michigan county corporation (hereinafter referred to as the "County"), acting through its Public Works Commissioner as its Board of Public Works, and the TOWNSHIP OF RICHLAND, a municipal corporation located in the County of Saginaw, Michigan (hereinafter referred to as the "Township").

### WITNESSETH:

WHEREAS, it is immediately necessary and imperative for the public health and welfare of the present and future residents of the Township that improvements to the Township of Richland' sewage disposal system (the "System") be acquired and constructed to serve property all within the Township; and

WHEREAS, the County, under the provisions of Act 185, Public Acts of Michigan, 1957, as amended ("Act 185"), has established a Department of Public Works for the administration of the powers conferred upon the County by Act 185, which department is under the immediate control of the Public Works Commissioner, acting as the Board of Public Works (hereinafter sometimes referred to as the "Board"), and under the general control of the Board of Commissioners of the County of Saginaw; and

WHEREAS, Act 185 authorizes a county to acquire, improve, enlarge, extend, finance and operate sewage disposal systems as defined therein; and

WHEREAS, the County of Saginaw has, by resolution of the Board of Commissioners, established as a County project under Act 185 the acquisition and construction of improvements to the System to serve property in the Township, all substantially as described on Exhibit A attached hereto and by this reference made a part hereof (the "Project"); and

WHEREAS, by the terms of Act 185 the County and the Township are authorized to enter into a Contract for the acquisition, construction, financing and operation of the Project and for the payment of the cost thereof by the Township, with interest, over a period of not exceeding forty (40) years, and the County is then authorized, pursuant to appropriate action of its Board of Commissioners, to issue its bonds to provide the funds for the facilities to be paid for and used by the Township, secured primarily by the full faith and credit contractual obligation of the Township and secondarily by the full faith and credit of the County; and

WHEREAS, Act 185 provides, in the opinion of the Township and the County, the fairest and most equitable means of acquiring the System improvements so vitally necessary for the public health and welfare of the residents and customers of the County within the Township to be served, at the most reasonable cost; and

WHEREAS, the County through the Board has obtained a depiction of the service area of the Project, as outlined on Exhibit A, as prepared by Spicer Group, Inc., consulting engineers of Saginaw, Michigan (hereinafter sometimes referred to as the "Engineers"), and has obtained an estimate of cost as shown on Exhibit B; and

WHEREAS, in order to finance the acquisition and construction of the Project and to issue such bonds, it is necessary that the County and the Township enter into this Contract.

NOW THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

1. The County and the Township approve the acquisition and construction of the Project under the provisions of Act 185, which Project is described on Exhibit A and is hereby designated "Richland Sewage Disposal System Improvements." The area to be served by the Project, as set forth on Exhibit A and which comprises property all in the Township, is hereby designated "Richland Sewage Disposal System Improvements District" (hereinafter sometimes referred to as the "District"). The Project shall consist of the System improvements substantially as indicated on Exhibit A attached hereto.

2. The County and the Township hereby approve the estimate of cost of the Project consisting of the items set forth in Exhibit B attached hereto, and an estimate of 40 years and upwards as the period of usefulness thereof, as prepared by the Engineers.

3. After the execution of this Contract by the County and the Township, the Board shall take the following steps:

(a) Obtain final construction plans and specifications for the Project prepared by the Engineers.

(b) Submit to the Board of Commissioners of Saginaw County a resolution, duly approved and recommended by the Board, providing for the issuance of bonds in the aggregate principal amount of the present estimated cost of the Project or such different amount reflecting any revision in the estimate of cost agreed to by the County and the Township or reflecting the amount of grant or other funds available to pay the cost of the Project, maturing serially as authorized by law, over a period not to exceed forty (40) years, which bonds will be secured primarily by the payments hereinafter provided to be made by the Township, to the making of which payments the full faith and credit of the Township are hereby pledged, and secondarily, if 3/5ths of the members elect of the Board of Commissioners so vote, by the full faith and credit pledge of the County.

(c) The Board will take all necessary procedures to obtain the approval of the Department of Treasury of the State of Michigan under Act 34, Public Acts of Michigan, 2001, as amended, necessary to the issuance of the bonds by the County, obtain approval of and receive construction bids for the Project, and, after the Board of Commissioners of Saginaw County has adopted the bond resolution and subject to the sale and delivery of the bonds, enter into construction contracts with the lowest responsible bidders, and sell and deliver the bonds in a manner authorized by law, and construct the Project; provided, however, the Board shall in no event enter into any final contract or contracts for the acquisition and construction of the Project if such contract price or prices will be such as to cause the actual cost of the Project to the Township to exceed the present estimated cost

of the Project set forth in Exhibit B attached hereto, unless the Township, by resolution of its legislative body, (i) approves the increased cost and (ii) agrees to pay the increased amount in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in paragraph 5 of this Contract, to be increased to an amount which will provide sufficient funds to meet the increased cost and a similar increase in its installment obligation pledged under the terms of this Contract to the payment of such bonds.

4. It is understood and agreed by the parties hereto that the Project is to serve the Township and that the responsibility of serving the individual users connected to the Project shall be that of the Township, which shall bill and collect all charges in connection therewith and shall maintain and operate the System as provided in paragraph 13 hereof. The County shall not be obligated by this Contract to serve any area outside the District as described in paragraph 1 hereof, or to construct any facilities other than those designated in paragraph 1 hereof, and the Township shall not provide such service outside the District or extend or enlarge the Project without the express written consent of the County in the form of an amendment to this Contract.

5. The Township shall pay to the County the cost of the Project. The term "cost" as used herein shall be construed to include all items of cost of the type set forth in Exhibit B attached hereto and any other items of cost of a similar nature as may be set forth in any revision of Exhibit B agreed to by the parties hereto. The cost of the Project will be funded by the proceeds of one or more series of bonds to be issued by the County hereunder in the aggregate principal amount not to exceed the cost of the Project, or any portion thereof, as determined or estimated at the time or times of such issuance.

If a grant, advance or payment becomes available from the State or Federal government or any other source that is in the best interest of the Project as determined by the Township, the Township hereby agrees to adopt such resolutions or ordinances as may be required by State or Federal laws, regulations or orders to make the County of Saginaw and the Project and District eligible to accept and receive the grant, advance or payment, and if the terms of the grant, advance

or payment require a local contribution, the Township hereby agrees to raise and contribute its share thereof as herein provided.

6. No change in the jurisdiction over any territory in the Township shall in any manner impair the obligations of this Contract based on the full faith and credit of the Township or of the County. In the event all or any part of the territory of the Township in the area to be served by the Project is incorporated as a new city or is annexed to or becomes a part of the territory of another municipality, the municipality into which such territory is incorporated or to which such territory is annexed, shall assume the proper proportionate share of the contractual obligation and capacity in the Project of the Township from which such territory is taken, based upon a division determined by the Board, which shall make such determination after taking into consideration all factors necessary to make the division equitable, and in addition shall, prior to such determination, receive a written recommendation as to the proper division from a committee composed of one representative designated by the governing body of the Township from which the territory is taken, one designated by the governing body of the new municipality or the municipality annexing such territory, and one independent registered engineer appointed by the Board. The Township and municipality shall appoint its representative within thirty (30) days after being notified to do so by the Board and within a like time the Board shall appoint the engineer third member. If the Township or municipality shall fail to appoint its representative within the time above provided, then the Board may proceed without said appointment. If the committee shall not make its recommendation within forty-five (45) days after its appointment or within any extension thereof by the Board, then the Board may proceed without such recommendation. In the consideration of the matters herein provided, including the designation of the third member of the committee, any member of the Board who is also an official of the Township or municipality shall be disqualified to act or vote.

7. The Township shall pay the principal of and interest on notes, if any, and bonds issued by the County for the Project and all paying agent fees and other expenses and charges (including the County's administrative expenses) which are payable on account of such notes and

bonds (such fees, expenses and charges being herein called "financing service charges"). The Board shall notify the Township within thirty days after the issuance of any notes and bonds by the County to finance all or any part of the cost of the Project, by written communication addressed to its treasurer, of the principal of and interest on the County notes and bonds, and the Board shall also, at least thirty days before each payment is due to be made by the Township, advise the treasurer in writing of the amount payable to the County on such date.

The Township hereby covenants and agrees, not less than thirty (30) days prior to the due date of any principal of or interest on any such notes and bonds, to remit to the Board sufficient funds to meet said payments in full and any financing service charges as determined by the Board, applicable thereto. If the Township shall fail to make any of such payments when due, the amount thereof shall be subject to a penalty in addition to interest of one percent (1%) for each month or fraction thereof that the same remains unpaid after the due date. The Township may pay in advance of maturity all or any part of an annual installment due to the County, by surrendering to the County bonds issued in anticipation of payments to be made under this Contract, of a like principal amount maturing in the same calendar year. Failure of the Board to furnish the scheduling or give the notice as above required shall not excuse the Township from the obligation to make payment when due. Payments shall be made by the Township when due whether or not the Project has then been completed. The foregoing obligations shall apply to all notes and bonds issued by the County to defray all or any part of the cost of the Project.

The County agrees that upon the written request of the Township, it shall take all necessary steps to call for redemption those notes or bonds designated in such request, provided that the Township shall have furnished the County with sufficient funds to effect such redemption on or before the date notice of such redemption is to be given.

8. In the event that the Township shall fail for any reason to pay to the Board at the times specified, the amounts herein required to be paid, the Board shall immediately notify, in writing, both the State Treasurer or other appropriate disbursing official and the governing body of the Township of such default and the amount thereof, and if such default is not corrected within



ten (10) days after such notification, the State Treasurer or other official charged with disbursement to the Township of funds derived from unrestricted state funds returnable to the Township, is by these presents specifically authorized by the Township to deduct the amount from any moneys in such official's possession belonging to the Township and not pledged, prior to the date of this Contract, to the payment of other debt, but not to exceed in any one fiscal year of the Township 25% of the aggregate amount then in default and to pay said sums so withheld to the Board to apply on the past due obligation of the Township as herein set forth. Any such moneys so withheld and paid shall be considered to have been returned to the Township within the meaning of the Michigan Constitution, the purpose being solely to authorize voluntarily the use of such funds to meet such past due obligations of the Township to the County. In addition to the foregoing, the Board shall have all other rights and remedies provided by law to enforce the obligation of the Township to make payments in the manner and at the times required by this Contract. It is specifically recognized by the Township that the payments required to be made by it pursuant to the terms of this Contract are to be pledged for the payment of the principal of and interest on notes and bonds to be issued by the County, and the Township covenants and agrees that it will make its required payments to the Board promptly and at the times herein specified, without regard as to whether the Project herein contemplated is actually completed or placed in operation.

9. After completion of the Project and payment of all costs thereof, any surplus remaining from the sale of any notes or bonds therefor shall be retained by the Board and used for the payment of bond principal and interest maturities next falling due, and in such event the contractual obligation of the Township in respect to such maturities shall be reduced by the amount of said reserve. In the alternative, the surplus funds may be used to improve, enlarge and extend the Project on the approval by resolution of the legislative body of the Township and of the Board of Commissioners of the County.

10. If the proceeds of the sale of the original bonds to be issued by the County for the Project are for any reason insufficient to complete the Project in accordance with the plans and specifications therefor, the Board shall, if necessary, submit to the Board of Commissioners of the

County a resolution providing for the issuance of additional bonds in an amount necessary to provide funds to complete the Project in which event the duties and obligations of the Board and the Township as expressed and set forth in this Contract shall be applicable to such additional issue of bonds as well as the original issue, it being at all times fully recognized and agreed that the payments to be made by the Township, in the manner specified in paragraph 7 of this Contract, shall be based upon the cost of the Project. In lieu of the issuance of such additional bonds, any other method may be agreed upon by the County and the Township to provide the necessary funds to complete the Project.

11. The Township, pursuant to the authorization of paragraph (2), Section 12 of Act 185, does hereby pledge its full faith and credit for the prompt and timely payment of the obligations expressed in this Contract and shall each year, commencing with the year 2022, levy a tax on the taxable property in the Township in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay its obligations under this Contract becoming due before the time of the following year's tax collections: provided however, that the annual tax levy may be reduced by the amount of any sewage system revenues reasonably anticipated to be collected and available for the payment of such obligations and by the amount of cash or other funds that the Township has on hand (or to its credit in the hands of the County) and available for the payment of such obligations and provided further, that the annual tax levy is understood and agreed to be subject to applicable constitutional and statutory limitations as to rate and amount inasmuch as this Contract has not been approved by a vote of the Township electors. Such other funds may be raised in the manner provided in paragraph (2), Section 12 of Act 185, it being specifically understood that the Township intends to impose and collect some combination of connection, availability and sewage disposal service charges to provide all or part of such other funds.

12. This Contract is contingent upon the County issuing its negotiable bonds as set forth in subparagraph (c) of paragraph 3 of this Contract, to defray the estimated cost of the Project, which bonds shall be issued under the authorization provided in paragraph (1), subparagraph (b),

Section 11 of Act 185. If bonds are not sold to finance the acquisition and construction of the Project within three years from the date of this Contract through no fault of the County or if the Project is abandoned for any reason, this Contract shall thereupon terminate, the Township shall pay the principal and interest on the notes, if any, issued by the County hereunder and, to the extent not paid from the proceeds of the notes, all engineering, legal and other costs and expenses incurred by the County in connection with the Project, and the Township shall be entitled to all plans, specifications and other engineering data and materials related to the Project.

13. The Township consents to the establishment and location of the Project in the Township and hereby permits and licenses the County to use the streets, highways, alleys and public ways and places in the Township in which to locate, establish, construct, maintain and operate the Project and the facilities thereof. All necessary easements and interests in land for the Project shall be acquired in the name of the County. Upon completion of the Project, the Township shall be responsible for the operation and maintenance of the Project in accordance with applicable governmental standards and regulations, including the requirements of any operating permit issued by the Michigan Department of Environment, Great Lakes, and Energy. The Township shall be entitled to contract with any public or private corporation (including the County) for the performance of such operation and maintenance.

14. The County and the Township each recognize that the holders from time to time of notes and bonds issued by the County under the provisions of Act 185 and secured by the full faith and credit pledge of the Township to the making of its payments as set forth in this Contract, will have contractual rights in this Contract and it is therefore covenanted and agreed by each of them that so long as any of the notes or bonds shall remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration or revision which would in any manner affect either the security of the notes or bonds or the prompt payment of principal or interest thereon. The Township and the County further covenant and agree that they will comply with their respective duties and obligations under the terms of this Contract promptly, at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the

notes or bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this Contract insofar as they pertain to the security of any such notes or bonds, shall be deemed to be for the benefit of the holders of the notes or bonds.

15. The County and the Township expressly agree that the County and the Board shall not be liable and the Township shall pay, indemnify and save the County and the Board harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the ownership, acquisition and construction of the Project, this Contract, or the issuance, sale and delivery by the County of notes or bonds described in this Contract. It is the intent of the County and the Township that the County and the Board be held harmless by the Township from liability for such claims, actions, demands, expenses, damages and losses, however caused or however arising, including, but not limited to, to the extent not prohibited by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed by the negligence, sole or concurrent, of the County or the Board for which the County or the Board may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the Township shall also pay, indemnify and save the County and the Board harmless from and against all costs, reasonable attorneys' fees and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands, or any of them, in the event it is determined that there is any liability on the part of the County or the Board. Upon the entry of any final judgment or a final award by an arbitration panel against the County or the Board on any claim, action, demand, expense, damage or loss contemplated by this paragraph and notwithstanding that the County or the Board has not paid the same, the Township shall be obligated to pay to the County or the Board, as the case may be, upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is

made. In the event that any action or proceeding is brought against the County or the Board by reason of any such claims or demands, whether such claims or demands are groundless or not, the Township shall, upon written notice and demand from the County or the Board, resist and defend such action or proceeding in behalf of the County or the Board, as the case may be, but will not settle any such action or proceeding without the consent of the County or the Board, as the case may be. Notwithstanding the foregoing, nothing contained in this paragraph 15 shall be construed to indemnify or release the County or the Board against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the County's or the Board's employees, agents or representatives with respect to matters not related to the ownership, acquisition or construction of the Project, this Contract or the issuance, sale or delivery of the notes or bonds issued to finance the Project.

16. This Contract shall become effective upon approval by the legislative body of the Township, by the Board and by the Board of Commissioners of Saginaw County, and duly executed by the authorized officers of the Township and the Board. It shall terminate forty (40) years from the date of this Contract, or upon such earlier date when all County obligations issued pursuant to this Contract and interest thereon are paid and fully discharged or provision has been made therefor and the Township is not in any manner or amount in default hereunder, and upon such termination the Project and all related easements and rights-of-way therefor shall become the property of the Township. In the event that the County obligations issued pursuant to this Contract mature beyond the termination date of this Contract, this Contract shall be automatically be extended for a period ending on the day after the final maturity of such obligations and shall terminate on the day after all such obligations have been paid or provision for payment has been made therefor and the Township is not in any manner or amount in default hereunder. This Contract may be executed in several counterparts.

17. All disputes arising under this Contract shall first be referred to a committee to consist of the Supervisor of the Township and the Public Works Commissioner. The committee shall meet in an effort to resolve the dispute. If deemed necessary, the committee shall draft for

consideration by the respective boards appropriate amendments to this Contract to clarify any item or to address additional matters. If the dispute cannot be resolved, the parties may use any other appropriate legal remedy.

18. The provisions of this Contract shall be in full force and effect and binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and delivered by their respective duly authorized officers, all as of the day and year first above written.

COUNTY OF SAGINAW  
By its Board of Public Works

By: \_\_\_\_\_  
Its: Public Works Commissioner

TOWNSHIP OF RICHLAND

By: Brian R. Dredel  
Its: Township Supervisor

And: Bonnie B. Herhold  
Its: Township Clerk

## EXHIBIT A

### DESCRIPTION OF RICHLAND SEWAGE DISPOSAL SYSTEM IMPROVEMENTS

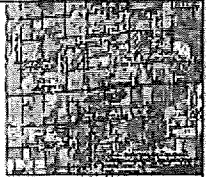
The Richland Sewage Disposal System Improvements consist of the replacement of Pump Station No.1, including 1,700ft of gravity sewer and 2,300ft of force main; replacement of Pump Station No.2; and rehabilitation of Pump Station No.3; together with related improvements, including, but not limited to, the restoration of property, streets, rights-of-way and easements affected by the improvements, as well as all work necessary and incidental to these improvements (collectively, the "Project"). The Project will serve property located in the Township, and the area to be served by the Project is set forth in Figure 1 attached hereto.

Figure 1

[Attached]



# WASTEWATER SEWER SYSTEM RICHLAND TOWNSHIP



AS SHOWN  
NOT TO SCALE

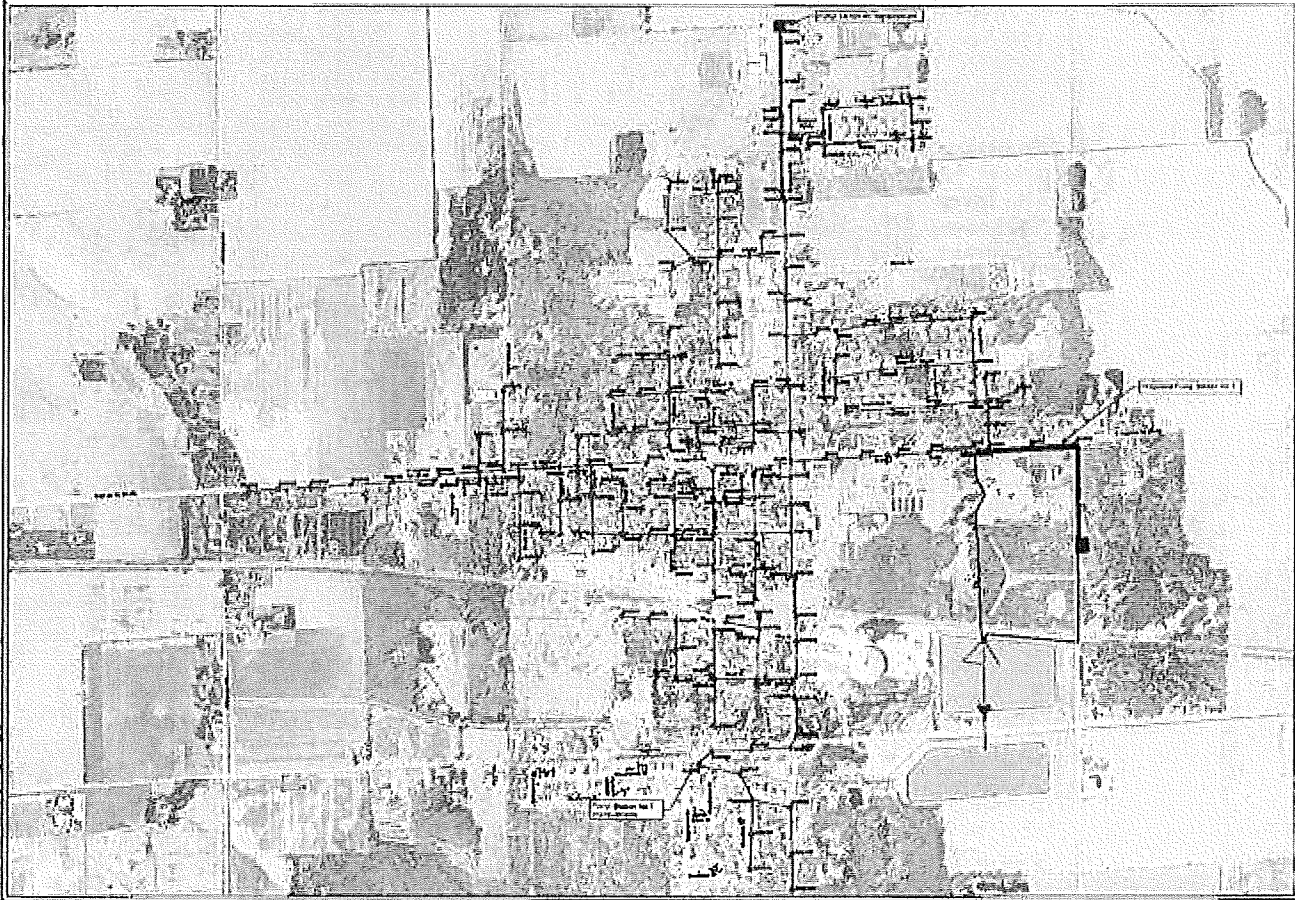
N



0 200 400 600 Feet

### Legend

- Boundary Map
- Partition
- Sewer Manhole
- Pump Station
- Lagoon Side Structure
- Lagoon Manhole
- Lagoon Outlet Structure
- Lagoon Cell



DATE	DESCRIPTION	BY	CHECKED
11/15/07	ISSUED FOR PERMITTING	J. M. ...	J. M. ...
<b>RICHLAND TOWNSHIP WASTEWATER SEWER SYSTEM</b>			
<b>WASTEWATER SEWER SYSTEM BASEMAP</b>			
DATE	DESCRIPTION	BY	CHECKED
11/15/07	ISSUED FOR PERMITTING	J. M. ...	J. M. ...
DATE	DESCRIPTION	BY	CHECKED
11/15/07	ISSUED FOR PERMITTING	J. M. ...	J. M. ...

**EXHIBIT B**

**RICHLAND SEWAGE DISPOSAL SYSTEM IMPROVEMENTS  
ESTIMATE OF COST**

[Attached]

**SAGINAW COUNTY PUBLIC WORKS COMMISSIONER**

**Computation of Cost**  
(In accordance with P.A. 40, of 1956, as amended)

Be it known that I Brian J. Wendling, Saginaw County Public Works Commissioner, in accordance with the statute in such a case made and provided, did on the 30th day of May, 2024 make the following computation of the entire cost of said project to wit:

**Richland Twp. Waste Water Computation of Cost**

<b>Engineering Costs</b>		
Preliminary Design		\$65,000.00
Final Design and Bidding (estimated)		\$170,000.00
Construction Administration and Staking (estimated)		\$215,000.00
Easement/Property Acquisition Assistance		\$10,000.00
MDOT/Railroad Permitting Assistance		\$15,000.00
	<b>Total Engineering Expenses</b>	<b>\$475,000.00</b>
<b>Construction Contracts</b>		
American Excavating		\$2,400,000.00
	<b>Total Construction Expenses</b>	<b>\$2,400,000.00</b>
<b>Administrative Costs</b>		
Mailing, Publication, Administrative Costs, Advertising		\$0.00
Land Rights, Landowner Compensation, Attorney, Appraisal Fees & Title Searches: Total Land Rights		\$1,000.00
Board of Determination Cost (Board Members, Court Reporter)		\$0.00
Bond Interest (capitalized interest - 1 year @ 4%)		\$0.00
Bond Counsel Fees		\$27,000.00
Municipal Advisor Fees		\$25,350.00
Rating Fee		\$17,500.00
Official Statement		\$750.00
Notice of Sale Publication		\$2,500.00
Municipal Advisory Council of Michigan fee		\$450.00
Michigan Department of Treasury filing fee		\$740.00
	<b>Total Administrative Costs</b>	<b>\$75,290.00</b>
	<b>Subtotal</b>	<b>\$2,950,290.00</b>
Percent Contingency	10.159%	\$299,710.00
	<b>Total Computed Cost for Constructing Drain</b>	<b>\$3,250,000.00</b>
<b>AMOUNT OF BOND ISSUE</b>		<b>\$3,250,000.00</b>

Filed in my office with other documents pertaining to the Richland Twp. Waste Water Improvements on October 15, 2024

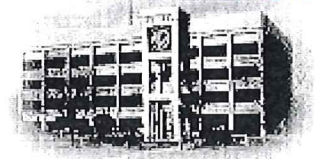
Brian J. Wendling  
Saginaw County Public Works Commissioner

# COUNTY OF SAGINAW

**BRIAN J. WENDLING**  
**PUBLIC WORKS COMMISSIONER**

Governmental Center  
111 S. Michigan Avenue  
Saginaw, Michigan 48602-2086  
Phone 989-790-5258 • FAX 989-790-5259

# COUNTY SERVICES



November 20, 2024

12-17-5

Honorable Chairman Chris Boyd  
Saginaw County Board of Commissioners  
111 South Michigan Avenue  
Saginaw, MI 48602

SAGINAW COUNTY BOC  
NOV 20 '24 PM 3:54

Dear Chairman Boyd,

Please allow this letter to serve as my request to meet with the County Services Committee at its December 4, 2024, meeting regarding the following matter:

- Request to approve by resolution and forward the annual Saginaw Area Storm Water Authority cost apportionments and 2025 budget.

Attached for your review is a copy of the 2024 annual membership apportionments as well as the proposed 2025 apportionments. I will be in attendance on December 4<sup>th</sup> to answer any questions you or the committee may have.

Thank you for your consideration.

Respectfully,

Brian J. Wendling  
Public Works Commissioner

SAGINAW COUNTY, MICHIGAN  
RESOLUTION: APPROVING APPORTIONMENT OF OPERATIONAL COSTS and  
ACCEPTING FOR FILE THE FISCAL 2025 BUDGET OF THE  
SAGINAW AREA STORM WATER AUTHORITY

At a regular meeting of the Board of Commissioners of the County of Saginaw, held on the 17th day of December, 2024, at 5:00 o'clock p. m. Michigan Time.

PRESENT:  
ABSENT:

\_\_\_\_\_ offered the following resolution and moved for adoption. The motion was seconded by \_\_\_\_\_.

**WHEREAS,** \_\_\_\_\_ has previously joined the Saginaw Area Storm Water Authority, hereafter "Authority", and is a constituent municipality pursuant to the Articles of Incorporation adopted by the Authority and

**WHEREAS,** two-thirds (2/3) of the legislative bodies of the Member Municipalities are required to approve the apportionment of the annual operating costs of the Authority and

**WHEREAS,** the authority is required to file with the legislative bodies of the Member Municipalities an annual budget for the next fiscal year covering the proposed expenditures to be made for the organization and operation of the Authority.

**NOW, THEREFORE, BE IT RESOLVED** by the Saginaw County Board of Commissioners as follows:

1. The apportionment of the 2025 annual operational costs for the Authority is approved as presented.
2. The 2025 annual budget of the Authority is received and accepted as presented.

YEAS:  
NAYS:  
ABSENT:

The Chairman declared the resolution duly adopted.

\_\_\_\_\_, Chairman \_\_\_\_\_, Clerk

**IN WITNESS WHEREFORE,** I have hereunto fixed my official signature on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
\_\_\_\_\_  
\_\_\_\_\_, Clerk



## SASWA ANNUAL BUDGET 2025

	Cost estimate	2024 Cost	Difference
<b>Public Participation Process (PPP)/ Public Education Plan (PEP) Implementation</b>			
Public Education Implimentation and Documentation	\$3,000.00	\$3,000.00	\$0.00
Surveys for PEP 2028 (year five of permit)	\$0.00	\$0.00	\$0.00
Website (upload documents, utilization fee, etc.)	\$3,000.00	\$3,000.00	\$0.00
<b>Illicit Discharge Elimination Program (IDEP) Implementation</b>			
Water Quality test supplies	\$1,000.00	\$1,000.00	\$0.00
Dry Weather Screening	\$8,000.00	\$8,000.00	\$0.00
Spill Documentation and follow-ups	\$3,000.00	\$3,000.00	\$0.00
<b>Post Construction Controls (Documentation)</b>	\$1,000.00	\$1,000.00	\$0.00
<b>Pollution Control and Good Housekeeping Controls</b>			
Employee training (IDEP & spill refresher)	\$1,000.00	\$1,000.00	\$0.00
Catch Basin Inspections	\$25,000.00	\$25,000.00	\$0.00
PIPP / SWPPP Updates	\$2,500.00	\$2,500.00	\$0.00
<b>Total Maximum Daily Load (TMDL)</b>			
Water Quality test supplies	\$500.00	-	\$500.00
Wet Weather Screening	\$5,000.00	-	\$5,000.00
<b>Progress Report - Documentation &amp; Submittal via MiWaters</b>	\$12,500.00	\$12,500.00	\$0.00
<b>Permit Reissuance</b>			
Permit Reissuance Submittal 2025	\$10,000.00	\$0.00	\$10,000.00
Permit Document Reivew and Update	\$4,000.00	\$4,000.00	\$0.00
Mapping Updates	\$4,000.00	\$4,000.00	\$0.00
Administration, consultation & meetings	\$30,000.00	\$30,000.00	\$0.00
EGLE Audits	\$0.00	\$0.00	\$0.00
Insurance, mailing, miscellaneous	\$6,000.00	\$6,000.00	\$0.00
Accountant and Auditor	\$9,000.00	\$9,000.00	\$0.00
Legal consultation	\$1,000.00	\$1,000.00	\$0.00
<b>TOTAL =</b>	<b>\$129,500.00</b>	<b>\$114,000.00</b>	<b>\$15,500.00</b>
Contingencies (10%) =	\$12,950.00	\$11,400.00	\$1,550.00
<b>Budget for 2025 =</b>	<b>\$142,450.00</b>	<b>\$125,400.00</b>	<b>\$17,050.00</b>



### Saginaw Area Storm Water Authority Apportionment 2025 - Option #3

Total Number of Members	15									
Member Name	Standard Apportionment (%)	2025 Standard Apportionment	CB Inspection Apportionment	2025 Budget CB Apportionment	2025 Budget Total Apportionment	Quarterly Amounts	2024 Budget Total Apportionment	Increase for 2025		
<b>Municipalities</b>										
Bridgeport Charter Twp.	6.667	\$7,830.00	1.5%	\$387.32	\$8,217.32	\$2,054.33	7,080.66	\$1,136.67		
Buena Vista Charter Twp.	6.667	\$7,830.00	4.4%	\$1,091.55	\$8,921.55	\$2,230.39	7,784.88	\$1,136.67		
Carrrollton Twp. & Schools	6.667	\$7,830.00	8.7%	\$2,183.10	\$10,013.10	\$2,503.27	8,876.43	\$1,136.67		
Saginaw - City	6.667	\$7,830.00	6.3%	\$1,584.51	\$9,414.51	\$2,353.63	8,277.84	\$1,136.67		
Saginaw Charter Twp.	6.667	\$7,830.00	23.8%	\$5,950.70	\$13,780.70	\$3,445.18	12,644.04	\$1,136.67		
Thomas Twp.	6.667	\$7,830.00	5.6%	\$1,408.45	\$9,238.45	\$2,309.61	8,101.78	\$1,136.67		
Tittabawassee Twp.	6.667	\$7,830.00	11.1%	\$2,781.69	\$10,611.69	\$2,652.92	9,475.02	\$1,136.67		
Zilwaukee - City	6.667	\$7,830.00	2.3%	\$563.38	\$8,393.38	\$2,098.35	7,256.71	\$1,136.67		
<b>Agencies</b>										
Saginaw County	6.667	\$7,830.00	0.0%	\$0.00	\$7,830.00	\$1,957.50	6,693.33	\$1,136.67		
<b>School Districts / University</b>										
Bridgeport/Spaulding Schools	6.667	\$7,830.00	9.4%	\$2,359.15	\$10,189.15	\$2,547.29	9,052.49	\$1,136.67		
Saginaw Twp. Community Schools	6.667	\$7,830.00	14.6%	\$3,661.97	\$11,491.97	\$2,872.99	10,355.31	\$1,136.67		
Saginaw ISD	6.667	\$7,830.00	9.2%	\$2,288.73	\$10,118.73	\$2,529.68	8,982.07	\$1,136.67		
Saginaw Valley State University	6.667	\$7,830.00	0.0%	\$0.00	\$7,830.00	\$1,957.50	6,693.33	\$1,136.67		
Swan Valley School District	6.667	\$7,830.00	3.0%	\$739.44	\$8,569.44	\$2,142.36	7,432.77	\$1,136.67		
<b>Agencies</b>										
SCRC	6.667	\$7,830.00	0.0%	\$0.00	\$7,830.00	\$1,957.50	6,693.33	\$1,136.67		
<b>Total</b>	<b>100.00</b>	<b>\$117,450.00</b>	<b>100%</b>	<b>\$25,000.00</b>	<b>\$142,450.00</b>	<b>\$</b>	<b>\$ 125,400.00</b>	<b>\$17,050.00</b>		



## SASWA ANNUAL BUDGET 2024

	Cost estimate	2023 Cost	Difference
<b>Public Participation Process (PPP)/ Public Education Plan (PEP) Implementation</b>			
Public Education Implimentation and Documentation	\$3,000.00	\$1,000.00	\$2,000.00
Surveys for PEP (year five of permit)	\$0.00	\$500.00	-\$500.00
Website (upload documents, utilization fee, etc.)	\$3,000.00	\$1,000.00	\$2,000.00
<b>Illicit Discharge Elimination Program (IDEP) Implementation</b>			
Water Quality test supplies	\$1,000.00	\$1,000.00	\$0.00
Dry Weather Screening	\$8,000.00	\$5,600.00	\$2,400.00
Spill Documentation and follow-ups	\$3,000.00	\$3,000.00	\$0.00
<b>Post Construction Controls (Documentation)</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$0.00</b>
<b>Pollution Control and Good Housekeeping Controls</b>			
Employee training (IDEP & spill refresher)	\$1,000.00	\$1,000.00	\$0.00
Catch Basin Inspections	\$25,000.00	\$25,000.00	\$0.00
PIPP / SWPPP Updates	\$2,500.00	\$2,500.00	\$0.00
<b>Progress Report - Documentation &amp; Submittal via MiWaters</b>	<b>\$12,500.00</b>	<b>\$10,000.00</b>	<b>\$2,500.00</b>
<b>Permit Reissuance</b>			
Permit Document Reivew and Update	\$4,000.00	\$ 8,000.00	-\$4,000.00
Mapping Updates	\$4,000.00	\$ 8,000.00	-\$4,000.00
Administration, consultation & meetings	\$30,000.00	\$24,000.00	\$6,000.00
EGLE Audits	\$0.00	\$10,000.00	-\$10,000.00
Insurance, mailing, miscellaneous	\$6,000.00	\$6,000.00	\$0.00
Accountant and Auditor	\$9,000.00	\$9,000.00	\$0.00
Legal consultation	\$1,000.00	\$1,000.00	\$0.00
<b>TOTAL =</b>	<b>\$114,000.00</b>	<b>\$117,600.00</b>	<b>-\$3,600.00</b>
Contingencies (10%) =	\$11,400.00	\$11,760.00	-\$360.00
<b>Budget for 2024 =</b>	<b>\$125,400.00</b>	<b>\$129,360.00</b>	<b>-\$3,960.00</b>





## Saginaw Area Storm Water Authority Apportionment 2024

Total Number of Members		15							
Member Name		Standard Apportionment (%)	2024 Standard Apportionment	CB Inspection Apportionment	2024 Budget CB Apportionment	2024 Budget Total Apportionment			
<b>Municipalities</b>									
Bridgeport Charter Twp.		6.667	\$6,693.33	1.5%	\$387.32	\$7,080.66			
Buena Vista Charter Twp.		6.667	\$6,693.33	4.4%	\$1,091.55	\$7,784.88			
Carrollton Twp. & Schools		6.667	\$6,693.33	8.7%	\$2,183.10	\$8,876.43			
Saginaw - City		6.667	\$6,693.33	6.3%	\$1,584.51	\$8,277.84			
Saginaw Charter Twp.		6.667	\$6,693.33	23.8%	\$5,950.70	\$12,644.04			
Thomas Twp.		6.667	\$6,693.33	5.6%	\$1,408.45	\$8,101.78			
Tittabawassee Twp.		6.667	\$6,693.33	11.1%	\$2,781.69	\$9,475.02			
Zilwaukee - City		6.667	\$6,693.33	2.3%	\$563.38	\$7,256.71			
<b>Sub-Total</b>		<b>53.33</b>							
<b>Agencies</b>									
Saginaw County		6.667	\$6,693.33	0.0%	\$0.00	\$6,693.33			
<b>Sub-Total</b>		<b>6.667</b>							
<b>Area Apportioned Total</b>		<b>60.00</b>							
<b>School Districts / University</b>									
Bridgeport/Spaulding Schools		6.667	\$6,693.33	9.4%	\$2,359.15	\$9,052.49			
Saginaw Twp. Community Schools		6.667	\$6,693.33	14.6%	\$3,661.97	\$10,355.31			
Saginaw ISD		6.667	\$6,693.33	9.2%	\$2,288.73	\$8,982.07			
Saginaw Valley State University		6.667	\$6,693.33	0.0%	\$0.00	\$6,693.33			
Swan Valley School District		6.667	\$6,693.33	3.0%	\$739.44	\$7,432.77			
<b>Agencies</b>									
S.C.R.C.		6.667	\$6,693.33	0.0%	\$0.00	\$6,693.33			
<b>Pre Determined Total</b>		<b>40.000</b>							
<b>Total</b>		<b>100.00</b>	<b>\$100,400.00</b>	<b>100%</b>	<b>\$25,000.00</b>	<b>\$125,400.00</b>			



111 S. Michigan Ave LL012, Saginaw, MI 48602  
www.saginawcounty.com/parks

12-17-6

SAGINAW COUNTY BOC  
NOV 26 '24 PM2:22

**Ruth Averill**  
*Chair*  
**Tim Courtney**  
*Vice Chair*  
**Brian Wendling**  
*Secretary*  
**Dave Adams**  
**Delena Spates-Allen**  
**Darwin Baranski**  
**Rob Brown**  
**Sheldon Matthews**  
**Isaac Reeves**  
**Demond Tibbs**

**Brian Keenan-Lechel**  
*Director*  
**Jordan Beal**  
*Operations Supervisor*  
**Jeanette Fiers**  
*Outdoor Recreation and Event Coordinator*  
**Tom Kowalski**  
*Parks Foreman*  
**Fred Raymond**  
*Parks Specialist*

*Office Manager*

**Phone**  
**(989) 790-5280**

**Fax**  
**(989) 790-5284**

**Saginaw County Parks**

*Imerman Memorial Park*

*Price Nature Center*

*Ringwood Forest*

*Saginaw River Headwaters Rec Area*

*Saginaw Valley Rail Trail*

*Veterans Memorial Park*

*William H. Haithco Recreation Area*

November 25<sup>th</sup>, 2024

Chair Webster and the County Services Committee,

The Saginaw County Parks and Recreation Commission respectfully requests a resolution from the Saginaw County Board of Commissioners accepting the terms of a Michigan Natural Resources Trust Fund (MNRTF) Development grant agreement for the Saginaw Valley Rail Trail.

A grant award of \$300,000 from the MNRTF will be matched with \$200,000 in county funding for a project total of \$500,000. The Saginaw Valley Rail Trail renovation will support rehabilitation of the oldest sections of the SVRT (20+ years), including new asphalt, boardwalk repair/replacement, and other features such as benches, wayfinding signage and bollard replacement.

The matching funds for the project are accessible from the Saginaw County Parks fund balance. I will be attending the County Services Committee meeting to answer any questions and provide additional detail as needed.

Thank you for your consideration of this request and your support of public recreation for Saginaw County residents and visitors.

Respectfully,

Brian Keenan-Lechel



Saginaw County Board of Commissioners Resolution Accepting Terms of a Michigan Natural Resources Trust Fund Grant Agreement for the Saginaw Valley Rail Trail

Upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, the following resolution was adopted

“RESOLVED, that the County of Saginaw, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the County of Saginaw, does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate funds necessary to complete the project during the project period to provide Two Hundred Thousand (\$200,000) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said agreement including all terms not specifically set forth in the foregoing portions of this resolution.”

The following aye votes were recorded: \_\_\_\_\_

The following nay votes were recorded: \_\_\_\_\_

STATE OF MICHIGAN    )

                                  )ss

COUNTY OF SAGINAW    )

I, Vanessa Guerra, Clerk of the County of Saginaw, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the County of Saginaw Board of Commissioners at a meeting held on December 17<sup>th</sup>, 2024.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





**GENESEE COUNTY**  
**METROPOLITAN PLANNING**  
**COMMISSION**

**COUNTY**  
**SERVICES**

RECEIVE & FILE

SAGINAW COUNTY BOC  
NOV 1 2017

12-17-7

**Saginaw County**

**111 S. Michigan Ave.,  
Saginaw, MI 48602**

**Subject: Notice of Intent to Update Genesee County's Master Plan**

Pursuant to the requirements of the Michigan Planning Enabling Act of 2008, this notice is to inform you of the Genesee County Metropolitan Planning Commission's Intent to update the Genesee: Our County, Our Future plan to meet the requirements of a County Master Plan as recognized by the Act.

The Planning Commission is seeking your cooperation and participation in the planning process. If you have any questions, concerns, or issues that you feel should be addressed directly in this process please let us know. Please visit [www.ourfuturegenesee.com/2025update/](http://www.ourfuturegenesee.com/2025update/) to stay up to date with the plan. Later in the planning process you will be sent a draft copy of the plan as required by the Act. We will be seeking comments on the plan during that time.

If you have anything to share throughout the planning process you are invited to send a letter either by mail or electronically to the Genesee County Metropolitan Planning Commission at 1101 Beach St., Flint, MI 48502, Room 111 or by email to Damon Fortney, a member of my staff, at [dfortney@geneseecountymi.gov](mailto:dfortney@geneseecountymi.gov).

Thank you.

Director

Derek Bradshaw, Director Christine Durgan, Assistant Director

1101 Beach Street – Room 111, Flint, Michigan 48502-1470 • (810) 257-3010 • [www.gcmpc.org](http://www.gcmpc.org)



Village of Birch Run  
12060 Heath Street  
PO Box 371  
Birch Run, Michigan 48415  
Ph # (989) 624-5711 Fax # (989) 624-9681

**COUNTY  
SERVICES**

RECEIVE & FILE

12-17-8

November 13, 2024

Mr. Christopher Boyd, Chair  
Saginaw County Board of Commissioners  
111 South Michigan  
Saginaw, MI 48602

SAGINAW COUNTY BOC  
NOV 19 '24 PM 12:36

**Re: Village of Birch Run DDA – Informational Meeting Notice**

Dear Chairman Boyd:

In accordance with Public Act 57 of 2018, the Birch Run Downtown Development Authority (DDA) will be having an informational meeting during its regular DDA meeting on Thursday, December 12, 2024. The meeting will begin at 7:30am. If you have any questions, I may be reached by email at [pmoore@villageofbirchrun.com](mailto:pmoore@villageofbirchrun.com) or at the telephone numbers listed above.

Sincerely,

Paul T. Moore, CPM  
DDA Director -Village Manager

cc: Lisa Duffett, DDA Secretary-Village Treasurer

# CITY OF SAGINAW

OFFICE OF THE CITY CLERK

1315 S. Washington Avenue

Saginaw, MI 48601

989.759.1480 office

989.759.1447 fax



SAGINAW COUNTY BDC  
NOV 21 '24 AM8:25

12-17-9  
RECEIVE & FILE

November 7, 2024

Saginaw County Board of Commissioners  
111 S. Michigan Avenue  
Saginaw, MI 48602

**RE: OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE**

Dear Commissioners:

The City Council of the City of Saginaw is a Qualified Local Government Unit eligible to approve Obsolete Property Rehabilitation Act (OPRA) Certificate transfers under Public Act 1246 of 2000, as amended.

On October 14, 2024, Fifth Avenue Limited Partnership submitted an application for an OPRA certificate for 505 Millard Street. The application proposes a rehabilitation project with an estimated expenditure of \$4,980,000.00. Under the terms of this OPRA certificate and the City Council policy, Fifth Avenue Limited Partnership could have a "tax freeze" for up to twelve (12) years. This abatement excludes existing taxes, the value of the land, and personal property resulting in potential abatement on property improvements. Taxes will be levied at the full rate following the expiration of the abatement.

State law requires notification to taxing units of the receipt of this application. The City Council will hold a public hearing on this application at the Monday, November 18, 2024, City Council meeting beginning at 6:30 p.m. in Council Chambers of City Hall. Feel free to contact me at 989.759.1480 with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Kristine Bolzman".

Kristine Bolzman, MiPMC/CMC  
City Clerk