

**NOTICE OF MEETINGS**  
**DRAINAGE BOARD FOR THE FOLLOWING DRAINS:**

1. George W. Kuhn Drain
2. Clinton River Water Resource Recovery Facility
3. Acacia Park CSO Drain
4. Birmingham CSO Drain
5. Bloomfield Village CSO Drain
6. Evergreen-Farmington Sanitary Drain
7. Mainland Drain
8. Northwest Oakland Sanitary Sewer Drain
9. Wilmont Relief Drain

NOTICE IS HEREBY GIVEN THAT MEETINGS OF THE DRAINAGE BOARD FOR THE ABOVE-MENTIONED DRAINS WILL COMMENCE IN THE OAKLAND COUNTY PUBLIC WORKS BUILDING, ONE PUBLIC WORKS DRIVE, WATERFORD, MICHIGAN, AND VIA **MICROSOFT TEAMS** AT 2 P.M., ON **TUESDAY, JULY 18, 2023**, TO CONDUCT NECESSARY AND APPROPRIATE BUSINESS OF THE DRAINAGE BOARDS. THOSE WHO WISH TO PARTICIPATE REMOTELY MAY FOLLOW THE INSTRUCTIONS ATTACHED TO THIS NOTICE. ALL BOARD MEMBERS WILL BE PARTICIPATING IN-PERSON.

DURING THE MEETING, THERE WILL BE AN AGENDA ITEM FOR PUBLIC COMMENT, DURING WHICH THE PUBLIC MAY PROVIDE INPUT OR ASK QUESTIONS OF THE BOARD. IN THE EVENT A MEMBER OF THE PUBLIC WOULD LIKE TO SUBMIT THEIR INPUT OR QUESTIONS TO BE READ AT THE MEETING BY THE BOARD CHAIRPERSON, PLEASE PROVIDE THE INPUT OR QUESTIONS IN WRITING TO STEPHANIE LAJDZIAK AT [LAJDZIAKS@OAKGOV.COM](mailto:LAJDZIAKS@OAKGOV.COM). PERSONS WITH DISABILITIES WHO NEED ASSISTANCE PARTICIPATING IN THE MEETING SHOULD CONTACT STEPHANIE LAJDZIAK AT [LAJDZIAKS@OAKGOV.COM](mailto:LAJDZIAKS@OAKGOV.COM).

JIM NASH  
Oakland County Water Resources Commissioner  
Telephone: 248-858-0958

Posted by: July 11, 2023

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# Microsoft Teams meeting

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**Chapter 20 Drainage Board Meeting**  
Regular Meeting – Tuesday, July18, 2023

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**1. George W. Kuhn Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE GEORGE W. KUHN DRAIN**

July 18, 2023

1. Call meeting to order
2. Approve minutes of meeting of June 27, 2023
3. Public Comments
4. Meadowbrook Insurance Agency Insurance Proposal
5. Present Memorandum from Lynne Seymour, P.E., Chief Engineer, dated July 18, 2023, requesting the Board authorize Tetra Tech to commence work outlined in its June 23, 2023 proposal for a not-to-exceed cost of \$96,490
6. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$51,532.88
7. Closed Session as permitted under section 8(h) of the Open Meetings Act and which is exempt from public disclosure as subject to the attorney-client privilege pursuant to section 13(1)(g) of the Freedom of Information Act
8. Other business
9. Approve pro rata payment to Drainage Board members
10. Adjourn



# **George W. Kuhn Drain Drainage District**

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*Building 95 West, One Public Works Drive, Waterford, MI 48328*

## **Insurance Proposal for Public Officials Liability, General Liability, Excess Liability, and Pollution Liability Coverage**

**8/1/2023**

*to*

**8/1/2024**

*(Dated 7/5/23)*

# George W. Kuhn Drain Drainage District

## Meadowbrook Agency Service Team

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### GENERAL INFORMATION

toll free - 800 / 482-2726  
switchboard/after hours: 248 / 358-1100  
website: [www.meadowbrook.com](http://www.meadowbrook.com)

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#### PRODUCER

Sal Saputo  
Executive Vice President  
tel - 248 / 204-8163  
cell - 248 / 943-1317  
e-mail: [ssaputo@meadowbrook.com](mailto:ssaputo@meadowbrook.com)

#### MARKETING

Patrick Kennedy  
Account Executive  
tel - 248 / 204-6161  
e-mail: [patrick.kennedy@meadowbrook.com](mailto:patrick.kennedy@meadowbrook.com)

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#### PRIMARY CONTACT

Phillip Anderson  
Account Manager  
tel - 248 / 204-8569  
e-mail: [Phillip.Anderson@meadowbrook.com](mailto:Phillip.Anderson@meadowbrook.com)

#### BACK UP CONTACT

Michele Opie, CIC  
Account Manager  
tel - 248 / 204-8215  
e-mail: [michele.opie@meadowbrook.com](mailto:michele.opie@meadowbrook.com)

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#### GROUP BENEFITS

David Sheeran, CPA  
President  
Agency Operations  
tel - 248 / 204-8544  
cell - 248 / 361-0084  
e-mail: [dave.sheeran@meadowbrook.com](mailto:dave.sheeran@meadowbrook.com)

#### PERSONAL LINES

Kelly Arnold  
Account Manager  
Agency Operations  
tel - 989 / 921-5307  
e-mail: [kelly.arnold@meadowbrook.com](mailto:kelly.arnold@meadowbrook.com)

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### CLAIMS REPORTING

*All claims - except Workers Compensation\**

It is our ongoing mission to provide effective, efficient solutions for your claims servicing needs. In keeping with the goal of offering world-class claims service and enhancing your experience, we've established two new, centralized claims reporting contacts.

**Telephone:**

(888) 965-3527

**Email:**

[Agencyclaims@meadowbrook.com](mailto:Agencyclaims@meadowbrook.com) Workers Compensation claims will continue to be reported directly to your insurance company.

# **George W. Kuhn Drain Drainage District**

**8/1/2023 to 8/1/2024**

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## **First Named Insured**

George W. Kuhn Drain Drainage District

## **Mailing Address**

Building 95 West, One Public Works Drive  
Waterford, MI 48328

## **Location Schedule**

- 29132-29142 Stephenson Hwy, Madison Heights, MI 48071
- 20450 Conant, Detroit, MI 48234
- 31353 Dequindre, Madison Heights, MI 48071
- 127 Miles of Pipe (Various Locations)

# George W. Kuhn Drain Drainage District

8/1/2023 to 8/1/2024

## Premium Summary

POLICIES	Proposed 8/1/2023 to 8/1/2024
Public Entity Liability Liberty Mutual Fire Ins. Co.	\$93,107 \$1M Per Occurrence Limit \$2M Aggregate Policy Limit \$1M E&O Occurrence Limit \$2M E&O Aggregate Limit \$250k SIR
Excess Liability \$10M X Primary Layer Liberty Insurance Corporation	\$14,444 \$10M Per Occurrence Limit \$10M Aggregate Limit
Excess Liability \$5M X \$10M Lexington Insurance Company	\$103,525 \$5M Per Occurrence Limit \$5M Aggregate Limit
Excess Liability \$5M X \$15M Westchester Surplus Lines Ins. Co.	\$62,115 \$5M Per Occurrence Limit \$5M Aggregate Limit
Premises Pollution Liability \$10M ACE American Ins. Co.	\$63,111 \$10M Per Event Limit \$10M Aggregate Limit \$250k Deductible
<b>TOTAL</b>	<b>\$336,302</b>



# George W. Kuhn Drain Drainage District

8/1/2023 to 8/1/2024

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## Premium Payment Plan

<input checked="" type="checkbox"/> Paid in Full
<input checked="" type="checkbox"/> Agency Billed

*This document does not amend, extend, or alter coverage afforded by the policy. For a complete understanding of any insurance you purchase, you must first read your policy, declaration page, and any endorsements and discuss them with your Meadowbrook agent. A specimen policy may also be available for your review from the insurance company. Actual policy conditions may be amended by endorsement or state law."*

*Meadowbrook, Inc. strives to place your insurance with financially-sound insurance carriers. There are many financial rating companies who assign credit ratings to participating insurance carriers (i.e., A.M. Best Company). These ratings are the financial rating company's independent opinion about the financial stability of the insurance carrier and, as a result, vary among insurance carriers. Not all insurance carriers choose to be rated by these services. Please be aware of this rating, or lack thereof, for the insurance carrier listed on your proposal. Meadowbrook, Inc. is not responsible for, nor guarantees, the financial solvency of any insurance carrier through which it places your insurance.*

*We are pleased to present this insurance proposal and thank you for the opportunity. We look forward to serving you in the future.*

# George W. Kuhn Drain Drainage District

## Recommendations 2023 - 2024

Directors and Officers Liability		
Directors and Officers Liability insurance provides financial protection for the directors and officers of your company in the event they are sued in conjunction with the performance of their duties as they relate to the company.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force

Errors and Omissions Liability		
A professional liability insurance that protects companies and individuals against claims made by clients for inadequate work or negligent actions. Errors and omissions insurance often covers both court costs and any settlements up to the amount specified on the insurance contract.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force

Fiduciary Liability		
Fiduciary liability policies protect companies, their directors, officers and employees and the plans themselves against lawsuits alleging breach of fiduciary duty and administrative errors and omissions in connection with such plans.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force

Employee Benefits Liability (EBL)		
EBL coverage protects against lawsuits alleging errors and omissions in connection with the administration (e.g. handling of records) of an employee benefit plan. However, EBL coverage almost always excludes coverage for breaches of ERISA's fiduciary duties.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force

## Recommendations *(continued)*

<b>Employee Practices Liability (EPLI)</b>		
Employment Practices Liability Insurance provides employers with protection against many types of employment-related claims, including: wrongful termination, sexual harassment, discrimination and retaliation.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
<b>3<sup>rd</sup> Party Crime Coverage</b>		
The policy provides coverage for employees while working on clients premises. A coverage of special importance to Tech companies this policy would reimburse a client under some circumstances in the event it can be proven that your employee fraudulently transferred funds or stole money, securities, or other property from such client.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
<b>ERISA</b>		
ERISA bonds protect employee benefit plans from losses caused by fraud or dishonesty committed by the bonder plan fiduciaries. However, they do not afford coverage to plan fiduciaries for lawsuits brought by third parties such as plan participants or the DOL.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
<b>Network Security/ Cyber Liability</b>		
Utilizing <u>on-site servers</u> coverage protects you from losses associated with unauthorized access to or theft of your data or e-business activities, computer viruses, denial of service attacks, as well as alleged unauthorized transactions.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
Utilizing “Cloud” coverage protects you from losses associated with unauthorized access to or theft of your data or e-business activities, as well as alleged unauthorized transactions.		

## Recommendations *(continued)*

<b>Foreign Liability Coverage</b>		
Coverage is intended to protect you and your employees while traveling outside the United States of America and Canada. It covers General Liability, Automobile Liability and Foreign Voluntary Worker's Compensation. Coverage can also extend to include personal property and blanket accident and health risk.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
<b>Kidnap, Ransom or Extortion</b>		
This insurance is used to protect against loss of money, securities, or other property that results from actual, alleged, or threatened kidnapping or extortion.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
<b>Ocean Marine Cargo Insurance</b>		
This policy is used to provide coverage for property you ship overseas while within the described territory and for the limits and perils declared on the form.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
<b>Pollution Insurance</b>		
This policy covers a business liability arising out of a pollution incident, meaning emission of pollutants into or on land, the atmosphere, or water and causing environmental damage. The broader form of coverage also provides liability for clean-up costs. These policies are generally available on a claims-made basis.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
<b>Earthquake and Flood Damage to Property</b>		
The peril of Earthquake and Flood is excluded on the standard property policy, but the coverage can be added back for an additional premium.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force

## Recommendations *(continued)*

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### Equipment Breakdown Insurance

This insurance provides coverage for loss arising out of the operation of pressure, mechanical and electrical equipment. It may cover loss to the boiler and machinery itself and may include damage done to other property, as well as, business interruption losses.

- ☐ Obtain Quote
- ☐ Decline Coverage
- ☐ Coverage In force

### Contingent Business Interruption Insurance

When included, this coverage extends your business income coverage to protect against the breakdown of covered equipment at non-owned scheduled locations that result in a decrease in revenue and extra costs of obtaining services or supplies for your business.

- ☐ Obtain Quote
- ☐ Decline Coverage
- ☐ Coverage In force

### Workers Compensation Repatriation Expenses

Pays the additional expenses which may be incurred over and above normal transportation costs for returning an injured U.S. employee, including the bodies of such employees fatally injured, from anywhere in the world to the United States; provided that the injured employees return to the U.S. is, in the opinion of medical authorities, necessary.

- ☐ Obtain Quote
- ☐ Decline Coverage
- ☐ Coverage In force

### Social Engineering Fraud

Social Engineering provides coverage when an employee is intentionally misled into sending or diverting money or securities based on fraudulent information that is provided to them in a written or verbal communication such as an email, fax, letter or phone call.

- ☐ Obtain Quote
- ☐ Decline Coverage
- ☐ Coverage In force

Client Signature \_\_\_\_\_

Date \_\_\_\_\_

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD  
FOR THE GEORGE W. KUHN DRAIN**

June 27, 2023

A meeting of the Drainage Board for the George W. Kuhn Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 27<sup>th</sup> day of June 2023.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

Minutes of the meeting held May 23, 2023, were presented for consideration. It was moved by Woodward, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2  
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$27,868.91 (as attached) was presented. It was moved by Woodward, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$27,868.91.

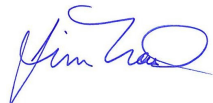
ADOPTED: Yeas - 2  
Nays - 0

It was moved by Nash, supported by Woodward, to certify attendance and authorize pro rata payment of \$25 per day to Mr. Woodward.

ADOPTED: Yeas - 2  
Nays - 0

Kelsey Cooke, Manager and Chief Legal Officer, advised the Board of a lawsuit that the Drainage District was recently served with involving the City of Royal Oak. Ms. Cooke furthered that no action needs to be taken by the Board at this time and that the update was just informational.

There being no further business, the meeting was adjourned.

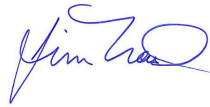


Jim Nash, Chairperson

STATE OF MICHIGAN                     )  
  )SS.  
COUNTY OF OAKLAND                 )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the George W. Kuhn Drain, Oakland County, Michigan, held on the 27<sup>th</sup> day of June 2023, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for George W. Kuhn Drain Drainage District.



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Jim Nash, Chairperson

Dated: June 27, 2023



**OAKLAND COUNTY  
WATER RESOURCES COMMISSIONER****MEMORANDUM**

**TO:** Jim Nash, Chairman  
George W. Kuhn Drain Drainage Board

**FROM:** Lynne Seymour, P.E., Chief Engineer

**SUBJECT:** Infiltration Waiver Engineering Services Proposal

**DATE:** July 18, 2023

In 2021, updated stormwater design standards were adopted by Oakland County to meet permit requirements related to water quality, volume, and flood control. These standards have been adopted or are planned to be adopted by many municipalities within the George W. Kuhn Drain Drainage District including the cities Hazel Park, Pleasant Ridge, Royal Oak, Southfield, and Troy along with the Village of Beverly Hills.

The current stormwater standards for post construction state, "When the measured in-situ infiltration rate is less than 0.24 in/hr., infiltration is deemed impractical, and the infiltration requirement is therefore waived. When infiltration is waived, other volume-reducing Low Impact Design practices must be implemented to the maximum extent practicable." The WRC is seeking to define the requirements for satisfying the volume reducing low impact design practices to the maximum extent practicable to provide clear guidance to design engineers and developers.

On June 5, 2023, the WRC issued a Request for Proposal to three contractors pre-approved under WRC's Green Stormwater Infrastructure Engineering Services Contract. The contractors included OHM Advisors, Barr Engineering, and Tetra Tech. On June 23, 2023, proposals were received and evaluated by the WRC engineering staff. Based on experience, scope of work, and budget, Tetra Tech received the highest evaluation score. Tetra Tech demonstrated a clear understanding of the project, provided a detailed, technical, and comprehensive approach for accomplishing the scope of work by the end of 2023, and has provided a budget appropriate for the project.

**Board Action Requested: Authorize Tetra Tech to commence work outlined in its June 23, 2023 proposal for a not-to-exceed cost of \$96,490.**



June 23, 2023

Ms. Lynne Seymour, PE  
Chief Engineer  
Oakland County Water Resources Commissioner  
One Public Works Drive  
Building 95 West  
Waterford, MI 48328

**Re: Request for Letter Proposal  
Stormwater Engineering Standards Update for MEP Approach**

Dear Ms. Seymour:

WRC's current design standards specify a runoff volume to infiltrate for channel protection but waive this requirement when in-situ infiltration rates are less than 0.24 inches per hour. When the requirement is waived, other volume reducing practices are to be implemented to the *maximum extent practicable* (MEP). Clarifying what is expected, by MEP, is the crux of this project. It is our understanding the intent is to provide pre-approved best management practices (BMPs) with implementation criteria for the developers to use for expedited reviews.

#### BACKGROUND

The term *maximum extent practicable* or MEP, is a technology-based discharge standard for municipal separate storm sewer systems (MS4) established by the Clean Water Act, Section 402(p). MEP is achieved by selecting and implementing effective structural and nonstructural BMPs and rejecting ineffective BMPs. MEP is an iterative standard, which evolves over time as knowledge increases.

In addition to the channel protection volume control requirement, WRC's *Stormwater Engineering Design Standards* (2021) have separate requirements for channel protection rate control, water quality control and detention & flood control. Since the water quality control (for suspended solids) and channel protection rate are addressed separately the fundamental issue is the increased runoff volume resulting from development.

The draft MEP approach from WRC suggests requiring sites to address 15% of the proposed impervious area with BMPs such as tree and native plantings, wetland and wooded conservation areas, and green roofs. As part of our proposal, we suggest reviewing and discussing the 15% rule along with the types and application of BMPs. Overall, we agree with the types of BMPs proposed by WRC, and have some suggestions for additional clarifications.

#### OTHER IDEAS

When we think about the development of a site situated on soil that doesn't infiltrate water well, the reason why the runoff volume increases is primarily due to reduced depression storage and foliage, uniform grading of the land, and soil compaction. Not only do we lose the small amount of infiltration that was occurring, but we also lose water interception by foliage, uptake of water by plant roots, transpiration, and evaporation.

The main idea we suggest considering is to provide credit for the plant water uptake and transpiration. In locations with little or no infiltration capacity, plant water uptake can be maximized by constructing a bioretention (or other vegetated practices) and installing an underdrain at the bottom of the practice. The objective is to rewet the soil column which provides the moisture for the plants. The available water to the plant roots is the difference between the soil field capacity and the wilting point, which is approximately 10% to 15% of the soil volume.

*Example.* Consider a bioretention practice with 18 inches of soil, the equivalent water available to the plants is approximately 18 inches times 10% to 15%, or 1.8 to 2.7 inches. This is the water supply. The consumption of water by

bioretention plants is 0.1 to 0.3 inches per day<sup>1</sup> in one example study. Over the course of 72 hours (standard for dewatering duration) water consumption by plants is then 0.3 to 0.9 inches. This is the water demand.

Water consumption by plants and the corresponding transpiration is not inconsequential and could be used as part of the MEP approach. Evaporation of surface water could also be considered for the MEP approach. This could be extended to porous pavements. One study showed over 72 hours the cumulative evaporation from porous pavements ranged from 0.13 to 0.43 inches<sup>2</sup> depending on the initial depth to water at the end of a rainstorm. Another suggested approach is to consider green walls as an alternative to green roofs. We also suggest making sure sites with different soil types are laid out to utilize the infiltration capabilities as a part of a low impact development technique. Different types of BMPs can be emphasized based on preferences or other initiatives. For example, the use of trees can be emphasized to manage stormwater in support of improving overall tree canopy goals.

## SCOPE OF WORK

### Develop MEP Criteria

*Review Relevant Standards.* Review USEPA's *Summary of State Post Construction Stormwater Standards* document (last updated 2016) and identify some states with programs like Michigan which have volume control standards, e.g., Pennsylvania. Some states focus on groundwater recharge (typically written to maintain an average annual recharge volume) which should also be considered. For the selected states, review the statewide design manual, if available. Within the states of interest, select targeted cities or counties and review their design manuals. Summarize the MEP approaches used.

We know that the County has already reviewed other programs and based on our knowledge of the industry we think there is limited relevant information available. Therefore, we recommend minimizing the research efforts on this task. We think that Pennsylvania is worth taking a closer look at. Pennsylvania is currently rewriting their statewide manual; we have a draft of the manual and will plan on talking with Dr. Rob Traver (Villanova University) who is leading the manual update. For budgeting purposes, we assume up to five (5) state program manuals will be reviewed for relevant volume reducing MEP standards. In addition, we will review up to ten (10) local units of government manuals.

*Deliverable: Summary of local and national MEP implementation evaluations.*

*Criteria Development.* The summary of MEP approaches will be reviewed at one of the coordination meetings. Through discussions at the meeting, we will select approaches of interest to pursue and develop design criteria. We will document the basis of the pre-approved MEP approaches along with the design criteria, applicant submittal requirements, and maintenance criteria in a technical memorandum. We recommend having a sound basis for each BMP but at the same time make sure the application is simple to use. For example, the draft MDEP approach lists tree canopy based on an iTree analysis; an alternative would be to use a spreadsheet approach developed by the Center for Watershed Protection and the US Forest Service. We recommend retaining the basis for the MEP approaches as backup documentation.

The design, submittal and maintenance requirements will be transferred to the existing WRC stormwater standards. The technical memorandum will be reviewed at the coordination meetings and updated as necessary. For budgeting purposes, we have assumed up to five (5) draft MEP approaches proposed by WRC to be included along with up to three (3) additional approaches. We anticipate the memorandum will be approximately 10 to 20 pages in length.

*Deliverables: Draft and final technical memorandum.*

### Coordination Meetings

Coordination meetings include: a *kickoff meeting*, up to three (3) *project status meetings*, up to two (2) *RSSCC meetings* and up to two (2) *Oakland County Stormwater Standards meetings*. Presentations will be prepared for the

<sup>1</sup> Taylor DelVecchio, Andrea Welker, and Bridget Wadzuk, "Exploration of Volume Reduction via infiltration and Evapotranspiration for Different Soil Types in Rain Garden Lysimeters," *Journal of Sustainable Water in the Built Environment* Volume 6, Issue 1 (2020)

<sup>2</sup> Evgeny Nemirovsky, Andrea Welker, and Robert Traver, "Evaporation From a Pervious Concrete Stormwater Control Measure: Parameterization, Quantifying and Evaluation," *World Environmental and Water Resources Congress ASCE* (2011)

RSSCC and Stormwater Standards meetings to review the draft and final proposed criteria. We are comfortable attending meetings in-person or through video conferencing. For budgeting purposes, we have assumed up to three (3) meetings will be in-person. *Deliverables: meeting agendas, presentation materials, and meeting summaries.*

#### Format and Compile MEP Standards

The MEP standards criteria will be inserted into the County's Stormwater Engineering Design Standards document. We are assuming the County will provide an electronic copy of the design standards in the native file format (assuming MS Word). We will redline edit the standards document to include the proposed standards and format the information to be visually consistent with the current format. *Deliverables: Updated design standards document in a redline format for review and a final version after accepting the changes.*

#### Related As-Needed Services

As requested in the RFP we have included an as-needed services task, if authorized by WRC staff, for ongoing assistance, meeting support, or technical guidance as directed.

#### KEY PERSONNEL

*Steve Magnan* will be the project manager for this project and brings over thirty years of experience with a diverse municipal consulting background. *Dan Christian* is a senior water resource engineer with over thirty years of experience with MS4 related issues and will be leading the technical work. Dan has helped over 100 communities in Michigan with their MS4 permits, he assisted MDOT for over ten years, and has worked directly with USEPA on the stormwater program at the federal level. *Jenna Troppman* is a water resource engineer with seven years of experience. Jenna has experience with the MS4 permit program along with setting and implementing design, maintenance, and applicant submittals for site development and drainage credits. We also have a host of regional experts who can be brought into the conversation as appropriate. For example, *Richard Walker* in Kentucky, *Jason Wright* in North Carolina, *Rod Cashe* in Florida, *Bill Musser* in Colorado, and *Jason Fussel* in California to name a few. *Additional information regarding staff and project experience are available upon request.*

#### SCHEDULE

We are available to begin the project immediately and understand the project will be completed by December 15, 2023. We're assuming it'll take approximately a month to initiate the project and are planning on a start date of August 1<sup>st</sup>. We suggest *Reviewing Relevant Standards* and the initial *Criteria Development* occur during August and September, then meet with the *RSSCC* and *County Stormwater Standards* groups in October and November. This will allow for finalizing the information in the *Design Standards* document in late-November and early December 2023.

#### COST INFORMATION

Compensation for our personnel directly engaged in the work of this proposal will be based on our hourly billable rates, plus in-house reimbursable expenses. Billable rates are consistent with the executed WRC Engineering Services contract. We propose a budget of \$96,490 for this work with a breakdown by task shown in the table.

We look forward to working with you on this important project and are happy to work with you to fine tune the scope and budget as appropriate. If you need additional information, please call Steve at (810) 355-6526 or Dan at (517) 749-3420.

Task	Budget
Develop MEP Criteria	\$47,170
Coordination Meetings (8 total, 3 in-person)	\$19,330
Format and Compile MEP Standards	\$9,990
Related As-needed Services (if authorized)	\$20,000
<b>Total</b>	<b>\$96,490</b>

Sincerely,




Steve Magnan, P.E.  
Project Manager



Daniel P. Christian, P.E., D.WRE  
Senior Water Resource Engineer

**MEMO TO:** Mr. Jim Nash, Chairman  
of the Drainage Board for the GEORGE W. KUHN DRAIN

**FROM:** Shawn Phelps, Chief of Fiscal Services  **For Shawn Phelps**  
OCWRC Accounting

**DATE:** July 18, 2023

**SUBJECT:** Request for Board approval of payment of the following invoices:

Payable To	Ref No.	For	Amount
Orchard Hiltz & McCliment Inc	TBP	Invoice # 64551 - Professional Services - 06/17/23	\$ 1,682.50
Dickinson Wright PLLC	TBP	Invoice # 1816159 - Legal Services - 05/31/23	7,641.77
Dickinson Wright PLLC	TBP	Invoice # 1816174 - Legal Services - 05/31/23	5,587.70
		<b>Subtotal</b>	<b>\$ 14,911.97</b>
ICS Integration Services LLC	TBP	Invoice # 2752 Contracted Services Proj 1-3408	\$ 25,884.00
		<b>Project 1-3408</b>	<b>\$ 25,884.00</b>
Hubbell Roth & Clark Inc	TBP	Invoice # 0207400 - Contracted Services - 05/27/23 - Proj 1-3484	\$ 10,736.91
		<b>Project 1-3484</b>	<b>\$ 10,736.91</b>
		<b>Total</b>	<b>\$ 51,532.88</b>

## **2. Clinton River Water Resource Recovery Facility**

**AGENDA**  
**DRAINAGE BOARD FOR**  
**THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY**

July 18, 2023

1. Call meeting to order
2. Approve minutes of meeting of June 27, 2023
3. Public Comments
4. Present Resolution Approving Special Assessment Roll and Authorizing the Issuance of Drain Bonds
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$189,962.01
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

MINUTES OF MEETING OF THE DRAINAGE BOARD  
FOR THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY  
DRAIN OPTIMIZATION PROJECT

June 27, 2023

At a meeting of the Drainage Board for the Clinton River Water Resource Recovery Facility Drain Optimization Project held in Waterford, Michigan, on the 27th day of June 2023.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

The meeting was called to order by the Chairperson.

The Chairperson presented the minutes of the meeting of this Board held on May 23, 2023. Upon motion by Woodward, seconded by Nash, and unanimously adopted, the minutes were approved as presented.

The Chairperson announced that this was the time and place set to hear any objections to the apportionment of the cost of the Clinton River Water Resource Recovery Facility Drain Optimization Project as tentatively adopted by this Drainage Board on May 23, 2023 and as set forth in the notice of this hearing. The Chairperson presented affidavits of the publication and mailing of the notice of this hearing.

The Chairperson inquired if any public corporation to be assessed or any taxpayer thereof desired to object to the tentative apportionment of the cost of the Clinton River Water Resource Recovery Facility Drain Optimization Project as set forth in the resolution of this



Board adopted May 23, 2023 and in the notice of this hearing. There were the following objections or questions: [None].

The Chairperson declared the hearing closed.

The following resolution was offered by Woodward and seconded by Nash:

WHEREAS, the Drainage Board for the Clinton River Water Resource Recovery Facility Drain Optimization Project, on the 23rd day of May, 2023, tentatively established an apportionment of the cost of the Clinton River Water Resource Recovery Facility Drain Optimization Project, to be borne by the several public corporations, as follows:

City of Auburn Hills	5.257%
Charter Township of Independence	4.090%
City of Lake Angelus	0.000%
Village of Lake Orion	0.570%
Charter Township of Oakland	1.315%
Charter Township of Orion	4.487%
Charter Township of Oxford	1.841%
Village of Oxford	0.572%
City of Pontiac	54.800%
City of Rochester	2.486%
City of Rochester Hills	10.242%
Charter Township of Waterford	11.198%
Charter Township of West Bloomfield	3.142%

; and

WHEREAS, after due notice the Drainage Board met on the 27th day of June, 2023 to hear any objections to the apportionment; and

WHEREAS, the apportionment of the cost of the Clinton River Water Resource Recovery Facility Drain Optimization Project has been made by taking into consideration the benefits to accrue to each of the public corporations to be assessed and by taking into consideration the extent to which each such public corporation contributes to the conditions which made the Clinton River Water Resource Recovery Facility Drain Optimization Project necessary;

WHEREAS, this Drainage Board has given due and full consideration to all objections offered thereto; and

WHEREAS, the Clinton River Water Resource Recovery Facility Drain Optimization Project is necessary for the public health.

NOW, THEREFORE, BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAIN OPTIMIZATION PROJECT:

1. That the apportionment of cost as above set forth be and the same is fixed and confirmed.
2. That the Chairperson of this Drainage Board is authorized and directed to issue on behalf of the Board its Final Order of Apportionment setting forth the apportionment against the several public corporations as herein fixed and confirmed.
3. That all former resolutions and orders of this Board, insofar as the same may be in conflict with the terms of this resolution, are rescinded.

ADOPTED: Yeas: 2

Nays: 0

The Chairperson proceeded to sign the Final Order of Apportionment as directed in the foregoing resolution, and he then presented the order to the Board. The order was dated June 27, 2023.

It was moved by Woodward and seconded by Nash that the Final Order of Apportionment In Re Clinton River Water Resource Recovery Facility Drain Optimization Project, dated June 27, 2023, be approved and filed with the Chairperson.

ADOPTED: Yeas: 2

Nays: 0

A memorandum from Razik Alsaigh, P.E., Civil Engineer III, dated June 27, 2023, requesting the Board receive and file the Total Project Cost of \$62,645,000 for the Drainage District's Optimization Phase 1 Project, based on available cost estimates prior to project bid results was presented. It was moved by Woodward, supported by Nash to receive and file the Total Project Cost of \$62,645,000 for the Drainage District's Optimization Phase 1 Project, based on available cost estimates prior to project bid results as presented.

ADOPTED: Yeas: 2

Nays: 0

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$544,054.71 (as attached) was presented. It was moved by Woodward, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$544,054.71.

ADOPTED: Yeas: 2

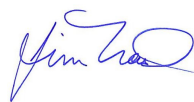
Nays: 0

Motion by Nash, seconded by Woodward, to certify attendance and authorize pro rata payment of \$25 per day to Mr. Woodward.

ADOPTED: Yeas: 2

Nays: 0

Upon motion by Woodward, seconded by Nash and unanimously adopted, the meeting was adjourned.



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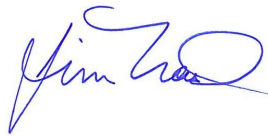
Jim Nash, Chairperson

June 27, 2023

STATE OF MICHIGAN     )  
                                      )  
COUNTY OF OAKLAND    )

I hereby certify that the foregoing is a true and complete copy of the minutes of a meeting of the Drainage Board for the Clinton River Water Resource Recovery Facility Drain Optimization Project, Oakland County, Michigan, held on June 27, 2023, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that notice of the meeting was given in accordance with the Michigan Drain Code and the Open Meetings Act.

A handwritten signature in blue ink, appearing to read "Jim Zao", is written over a horizontal line.

Chairperson of the Drainage Board

Dated:           June 27, 2023

4856-6870-9479 v1 [9007-447]

At a meeting of the Drainage Board for the Clinton River Water Resource Recovery Facility Drain Optimization Project (the “Drainage Board”) held on July 18, 2023.

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

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

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

RESOLUTION APPROVING SPECIAL ASSESSMENT ROLL AND AUTHORIZING THE  
ISSUANCE OF CLINTON RIVER WATER RESOURCE RECOVERY FACILITY  
DRAIN BONDS

WHEREAS, pursuant to petitions filed with the Oakland County Water Resources Commissioner by the City of Auburn Hills and the Charter Township of Orion, proceedings have been taken under the provisions of Chapter 20 of Act 40, Public Acts of Michigan, 1956, as amended (the “Drain Code”), for the location, establishment and construction of the Clinton River Water Resource Recovery Facility Drain Optimization Project (the “Petitioned Project”), consisting of improving the Clinton River Water Resource Recovery Facility, an intra-county drain for the treatment of sanitary sewage located in the City of Pontiac, that serves property located within the City of Auburn Hills, the Charter Township of Independence, the City of Lake Angelus, the Village of Lake Orion, the Charter Township of Oakland, the Charter Township of Orion, the Charter Township of Oxford, the Village of Oxford, the City of Pontiac, the City of Rochester, the City of Rochester Hills, the Charter Township of Waterford and the Charter Township of West Bloomfield in the County of Oakland, Michigan; and

WHEREAS, the Drainage Board, on May 23, 2023 approved the Final Order of Determination for the Petitioned Project, and on June 27, 2023 approved a Final Order of

Apportionment of the cost of the Petitioned Project to be borne by the several public corporations,  
as follows:

City of Auburn Hills	5.257%
Charter Township of Independence	4.090%
City of Lake Angelus	0.000%
Village of Lake Orion	0.570%
Charter Township of Oakland	1.315%
Charter Township of Orion	4.487%
Charter Township of Oxford	1.841%
Village of Oxford	0.572%
City of Pontiac	54.800%
City of Rochester	2.486%
City of Rochester Hills	10.242%
Charter Township of Waterford	11.198%
Charter Township of West Bloomfield	<u>3.142%</u>
	100.00%

; and

WHEREAS, the Chairperson of this Drainage Board (the “Chairperson”) presented an estimate of the aggregate cost of a portion of the Petitioned Project to be financed pursuant to this resolution (said portion to be referred to herein as the “Phase I Project”) in the amount of \$62,645,000;

WHEREAS, the Clinton River Water Resource Recovery Facility Drainage District (the “Drainage District”) proposes to sell bonds in one or more series to defray the cost of all or part of the Phase I Project; and

WHEREAS, the Chairperson has prepared in accordance with the provisions of Chapter 20 of the Drain Code and presented to the Drainage Board a special assessment roll, designated herein as Special Assessment Roll No. 1-A for the Clinton River Water Resource Recovery Facility Drain Optimization Project, assessing a portion of the cost of the Phase I Project in the amount of \$38,090,000 against the foregoing public corporations in accordance with the Final Order of Apportionment, and may prepare a subsequent special assessment roll assessing the remaining cost of the Phase I Project against the foregoing public corporations in accordance with the Final Order of Apportionment once actual costs of the Phase I Project are determined, in accordance with and subject to the parameters provided by this resolution; and

WHEREAS, one or more series of said bonds may be sold in a negotiated sale to the Michigan Finance Authority (the “Authority”) in order to enable the Authority to provide assistance with respect to the Phase I Project from the State Water Pollution Control Revolving Fund (the “SRF Program”).

BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAIN OPTIMIZATION PROJECT, as follows:

1. APPROVAL OF SPECIAL ASSESSMENT ROLL. Special Assessment Roll No. 1-A for the Clinton River Water Resource Recovery Facility Drain Optimization Project (“Roll No. 1-A”), upon which special assessment roll are spread assessments against the City of Auburn Hills, the Charter Township of Independence, the City of Lake Angelus, the Village of Lake Orion, the Charter Township of Oakland, the Charter Township of Orion, the Charter Township of Oxford, the Village of Oxford, the City of Pontiac, the City of Rochester, the City of Rochester Hills, the Charter Township of Waterford and the Charter Township of West Bloomfield (the “Communities”), aggregating the principal sum of \$38,090,000, is approved and ordered filed with the Chairperson. The aggregate amount assessed and the amount assessed against each public corporation shall be adjusted as provided in Section 3, and an additional roll designated Special Assessment Roll No. 1-B for the Clinton River Water Resource Recovery Facility Drain Optimization Project (“Roll No. 1-B”; and Roll No. 1-A and Roll No. 1-B each referred to herein as a “Roll” and collectively as the “Rolls”) may be prepared corresponding to a separate series of bonds issued pursuant to this resolution (a) at the time bonds are sold, in accordance with this resolution and as provided in one or more orders of the Chairperson of the Drainage Board, each order corresponding to a series of bonds issued pursuant to this resolution and (b) in connection with bonds sold to the Authority through the SRF Program, at the time the Phase I Project or any portion of the Phase I Project financed with a series of bonds sold to the Authority through the SRF Program is completed and administratively closed out by the Authority and the Michigan Department of Environment, Great Lakes, and Energy (“EGLE”); provided, however, that any

additional roll prepared pursuant to this subsection shall spread assessments against all of the Communities as provided herein.

2. SUPPLEMENTAL ORDERS. The amounts assessed against each public corporation pursuant to Roll No. 1-A and, if applicable, Roll No. 1-B, that are not prepaid shall be divided into annual installments by the Chairperson on behalf of the Drainage Board at the time the applicable series of bonds issued pursuant to this resolution are sold in an order corresponding to such series of bonds (such orders referred to herein, singularly as the “Supplemental Order” and collectively as the “Supplemental Orders”) and the aggregate annual installments shall be in amounts not exceeding the annual principal maturities of the bonds issued by the Drainage District. Any Supplemental Order prepared pursuant to this resolution shall spread assessments against all of the Communities as provided herein.

3. STATEMENT OF APPROVAL OF SPECIAL ASSESSMENT ROLL. The Chairperson shall execute the statement affixed to each Roll setting forth the date of such approval.

4. INSTALLMENTS AND INTEREST. The annual installments of the assessments against the public corporations, as shall be set forth in a Supplemental Order of the Chairperson, unless prepaid prior thereto as provided herein, shall become due each year on the date indicated in the Supplemental Order, and the amounts of the assessments from time to time unpaid shall bear interest, from the date set forth in the Supplemental Order until paid, which is sufficient to pay the interest on the bonds to be issued by the Drainage District which interest shall be payable annually as set forth in the Supplemental Order. Prepayments of assessments against public corporations corresponding to Roll No. 1-A, as they may be adjusted pursuant to a Supplemental Order, shall be prepaid on or before September 12, 2023.

5. PREPAYMENT OF INSTALLMENTS. Any of the public corporations that have not prepaid its assessment as set forth on Roll No. 1-A in full on or before September 12, 2023, as provided in Paragraph 4 herein, may pay in advance of maturity all or any part of an annual installment only at such time, in such manner and in such amount as would allow the Drainage



District to redeem a like amount of Bonds together with the interest thereon paid by the public corporation to the date of redemption.

6. CERTIFICATION TO ASSESSED PUBLIC CORPORATIONS. The Chairperson of the Drainage Board, within 10 days of the date hereof, shall certify to each public corporation assessed the amount of the total assessment against it and within 10 days of the date of a Supplemental Order shall certify to each public corporation the amount of the adjusted assessment, if any, the amounts of the various installments, the due date of each installment and the interest upon the assessment from time to time unpaid. Also, each year as provided by law, the Chairperson shall notify each public corporation assessed of the amount of the installment and interest next becoming due.

7. DETERMINATION OF NECESSITY. The Phase I Project is necessary for the public health and in order to defray the cost thereof it is necessary to issue bonds as hereinafter provided.

8. AUTHORIZATION OF BONDS – PURPOSE. Bonds of the Drainage District aggregating the principal sum of not to exceed Sixty-Three Million Dollars (\$63,000,000) (the “Bonds”), as determined by the Chairperson at the time of sale, shall be issued and sold in one or more series pursuant to the provisions of the Drain Code and other applicable statutory provisions, for the purpose of defraying the cost of acquiring and constructing all or part of the Phase I Project.

9. BOND DETAILS. The Bonds shall be designated “Clinton River Water Resource Recovery Facility Drain Bonds, Series 2023;” with such other designations, including, without limitation, designations for multiple series, as determined by the Chairperson; *provided that*, if any series of the Bonds are not issued in calendar year 2023, the Chairperson may re-designate such series of Bonds to reflect the year in which such series of Bonds are issued; shall be dated as of such date as shall be approved by the Chairperson at the time of sale; shall be numbered from 1 upwards; and shall be fully registered.

a. Public Sale Bonds. Bonds sold at a public sale (the “Public Sale Bonds”), if any, shall be in the denomination of \$5,000 each or any integral multiple thereof not exceeding the

aggregate principal amount for each maturity at the option of the bondholder, shall bear interest at a rate or rates not exceeding 6% per annum payable on such dates as shall be determined by the Chairperson at the time of sale, and shall mature serially or as term bonds with mandatory redemptions on such dates and in such years as shall be determined by the Chairperson at the time of sale.

b. SRF Bonds. Any series of Bonds sold to the Authority through the SRF Program (the “SRF Bonds”) shall be in the form of a single bond in the denomination of the aggregate principal amount of such series of SRF Bonds, with an exhibit attached thereto which identifies the annual maturities for such series of SRF Bonds, and the references herein to a series of “SRF Bonds” shall mean that single bond registered in the name of the Authority; shall bear interest at a rate not to exceed 2.50% per annum, pursuant to the terms of the SRF Program and as approved by the Chairperson at the time of sale, from the date of delivery of the various principal installments as hereinafter described, payable on such dates as shall be determined by the Chairperson at the time of sale, and shall mature on such dates and in such years as shall be determined by the Chairperson at the time of sale. Any series of SRF Bonds is expected to be delivered to the Authority as the initial purchaser thereof in installments equal to the amounts advanced from time to time by the Authority to the Drainage District pursuant to the Purchase Contract and the Supplemental Agreement (each as hereinafter defined) corresponding to that series of SRF Bonds.

10. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the Bonds shall be payable in lawful money of the United States. Principal of Public Sale Bonds shall be payable to the bond registrar and paying agent as the Public Sale Bonds severally mature or are subject to mandatory redemption. Interest shall be paid to the Registered Owner of each Public Sale Bond as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which the interest payment is due; and interest shall be paid when due to the registered owner at the registered address by check, draft, electronic transfer or other means determined by the bond registrar and paying agent. So long as SRF Bonds are registered in the name of the Authority, the SRF Bonds shall be payable as to principal, redemption

premium, if any, and interest at such bank or trust company or other place as shall be designated in writing to the Drainage District by the Authority (the “Authority’s Depository”). So long as the Authority is the owner of SRF Bonds, the Drainage District agrees that it will deposit with the Authority’s Depository payments of the principal of, premium, if any, and interest on the SRF Bonds in immediately available funds at least five business days prior to the date on which any such payment is due, whether by maturity, redemption or otherwise. If SRF Bonds are not registered in the name of the Authority, the principal of and premium, if any, on the SRF Bonds shall be payable upon surrender thereof at the office of the bond registrar and paying agent and the interest shall be payable by check, draft, electronic transfer or other means determined by the bond registrar and paying agent to the registered owner of the SRF Bonds at the address appearing on the registration books of the Drainage District kept by the bond registrar and paying agent as of the 15th day of the month preceding the month in which an interest payment is due.

11. BOOK-ENTRY SYSTEM. Initially, with respect to the Public Sale Bonds, one fully-registered bond for each maturity, in the aggregate amount of such maturity, shall be issued in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”) for the benefit of other parties (the “Participants”) in the book-entry-only transfer system of DTC. In the event the Drainage District determines that it is in the best interest of the Drainage District not to continue the book-entry system of transfer or that the interests of the holders of the Public Sale Bonds might be adversely affected if the book-entry system of transfer is continued, the Drainage District may notify DTC and the bond registrar and paying agent, whereupon DTC will notify the Participants of the availability through DTC of bond certificates. In such event, the bond registrar and paying agent shall deliver, transfer and exchange bond certificates as requested by DTC and any Participant or “beneficial owner” in appropriate amounts in accordance with this resolution. DTC may determine to discontinue providing its services with respect to the Public Sale Bonds at any time by giving notice to the Drainage District and the bond registrar and paying agent and discharging its responsibilities with respect thereto under applicable law or the Drainage District may determine that DTC is incapable of discharging its duties and may so advise DTC. In either such event, the Drainage District shall use reasonable efforts to locate another securities depository. Under such circumstances (if there is no successor securities depository), the Drainage

District and the bond registrar and paying agent shall be obligated to deliver bond certificates in accordance with the procedures established by this resolution. In the event bond certificates are issued, the provisions of this resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the Drainage District and the bond registrar and paying agent to do so, the Drainage District and the bond registrar and paying agent shall cooperate with DTC in taking appropriate action after reasonable notice to make available one or more separate certificates evidencing the Public Sale Bonds to any Participant having Bonds certificated to its DTC account or to arrange for another securities depository to maintain custody of certificates evidencing the Public Sale Bonds. If requested by the purchaser of the Public Sale Bonds, the Public Sale Bonds shall be physically delivered to the purchaser in lieu of utilizing the book-entry system.

Notwithstanding any other provision of this resolution to the contrary, so long as any Public Sale Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, interest on and redemption premium, if any, on the Public Sale Bonds and all notices with respect to the Public Sale Bonds shall be made and given, respectively, to DTC as provided in the Blanket Issuer Letter of Representations between DTC and the Drainage District, and the Chairperson is authorized to sign the Blanket Issuer Letter of Representations on behalf of the Drainage District in such form as the Chairperson shall determine and sign such additional documents as he deems necessary or appropriate in order to accomplish the issuance of the Public Sale Bonds in accordance with law and this resolution. Notwithstanding any other provision of this resolution to the contrary, if the Chairperson deems it to be in the best interest of the Drainage District, the Public Sale Bonds shall not initially be issued through the book-entry-only transfer system of DTC.

12. PRIOR REDEMPTION. The Bonds shall be subject to redemption prior to maturity upon the terms and conditions set forth in the forms of bonds contained in Section 16 hereof.

13. BOND REGISTRAR AND PAYING AGENT. The Chairperson shall designate, and may enter into an agreement with, a bond registrar and paying agent for the Bonds which shall be an officer of the Drainage District or a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Chairperson from time to time as required may designate a similarly qualified successor bond registrar and paying agent.

14. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The Bonds shall be executed in the name of the Drainage District by the manual or facsimile signatures of the Chairperson and at least one other member of the Drainage Board and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent. After the Bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the Chairperson to the purchaser upon receipt of the purchase price. Additional Bonds bearing the facsimile signatures of the Chairperson and at least one other member of the Drainage Board may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of Bonds. The bond registrar and paying agent shall indicate on each Bond the date of its authentication.

15. EXCHANGE AND TRANSFER OF BONDS. Any Bond, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond.

Each Bond shall be transferable only upon the books of the Drainage District, which shall be kept for that purpose by the bond registrar and paying agent, upon surrender of such Bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

Upon the exchange or transfer of any Bond, the bond registrar and paying agent on behalf of the Drainage District shall cancel the surrendered Bond and shall authenticate and deliver to the transferee a new Bond or Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond. If, at the time the bond registrar and paying agent authenticates and delivers a new Bond pursuant to this section, payment of interest on the Bonds is in default, the bond registrar and paying agent shall endorse upon the new Bond the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is \_\_\_\_\_, \_\_\_\_."

The Drainage District and the bond registrar and paying agent may deem and treat the person in whose name any Bond shall be registered upon the books of the Drainage District as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes, and all payments made to any such registered owner, or upon his order, in accordance with the provisions of this resolution shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Drainage District nor the bond registrar and paying agent shall be affected by any notice to the contrary. The Drainage District agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

For every exchange or transfer of Bonds, the Drainage District or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

16. FORMS OF BONDS. The Public Sale Bonds and the SRF Bonds shall be in substantially the following forms, respectively, with such adjustments as may be necessary for the applicable method of sale, as shall be determined by the Chairperson:



**FORM OF PUBLIC SALE BOND**

**UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CLINTON RIVER WATER RESOURCE RECOVERY FACILITY  
DRAINAGE DISTRICT  
CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAIN BOND,  
SERIES 2023[\_]**

Interest Rate

Maturity Date

Date of Original Issue

CUSIP

Registered Owner:

Principal Amount:

The Clinton River Water Resource Recovery Facility Drainage District, County of Oakland, State of Michigan (the "Drainage District"), acknowledges itself indebted to and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at \_\_\_\_\_ in \_\_\_\_\_, Michigan, the bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolution (as hereinafter defined), and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by check, draft, electronic transfer or other means determined by the bond registrar and paying agent, interest on such Principal Amount until the Drainage District's obligation with respect to the payment of such Principal Amount is discharged, at the rate per annum specified above. Interest is payable on the first days of \_\_\_\_\_ and \_\_\_\_\_ in each year, commencing on \_\_\_\_\_. Principal and interest are payable in lawful money of the United States of America.

This bond is one of a series of bonds aggregating the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) issued by the Drainage District under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act 40, Public Acts of 1956, as amended) and a bond authorizing resolution adopted by the Drainage Board for the Drainage District (the "Resolution") for the purpose of defraying part of the cost of locating, establishing and constructing the Clinton River Water Resource Recovery Facility Drain Optimization Project. The bonds of this series are issued in anticipation of the collection of an equal amount of installments of a special assessment assessed against the City of Auburn Hills, the Charter Township of Independence, the City of Lake Angelus, the Village of Lake Orion, the Charter Township of Oakland, the Charter Township of Orion, the Charter



Township of Oxford, the Village of Oxford, the City of Pontiac, the City of Rochester, the City of Rochester Hills, the Charter Township of Waterford and the Charter Township of West Bloomfield on a special assessment roll for the Clinton River Water Resource Recovery Facility Drain Optimization Project, which assessments are the general obligations of said public corporations, and a Supplemental Order of the Chairperson. The full faith and credit of the Drainage District have been pledged for the prompt payment of the principal of and interest on this bond as the same become due and, in addition, the full faith and credit of the County of Oakland have been pledged therefor. Taxes imposed by said public corporations and the County of Oakland are subject to constitutional tax rate limitations.

This bond is transferable, as provided in the Resolution, only upon the books of the Drainage District kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds that have been selected for redemption.

Bonds maturing prior to \_\_\_\_\_ 1, 20\_\_ are not subject to redemption prior to maturity. Bonds maturing on and after \_\_\_\_\_ 1, 20\_\_ are subject to redemption prior to maturity at the option of the Drainage District, in such order as shall be determined by the Drainage District, on any date on and after \_\_\_\_\_ 1, 20\_\_. Bonds of a denomination greater than \$5,000 may be partially redeemed in the amount of \$5,000 or any integral multiple thereof. If less than all of the bonds maturing in any year are to be redeemed, the bonds or portions of bonds to be redeemed shall be selected by lot. The redemption price shall be the par value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption.

[Insert Mandatory Redemption Provisions]

Not less than thirty days' notice of redemption shall be given to the registered owners of bonds called to be redeemed by mail to each registered owner at the registered address. Bonds or portions of bonds called for redemption shall not bear interest on and after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of said Drainage District, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Clinton River Water Resource Recovery Facility Drainage District, County of Oakland, State of Michigan, by its Drainage Board, has caused this bond to be executed in its name by the manual or facsimile signatures of the Chairperson and Secretary of the Drainage Board. This bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the bond registrar and paying agent.

CLINTON RIVER WATER RESOURCE  
RECOVERY FACILITY DRAINAGE DISTRICT

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Chairperson of the Drainage Board

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Secretary of the Drainage Board

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Resolution.

\_\_\_\_\_  
Bond Registrar and Paying Agent

By: \_\_\_\_\_  
Authorized Representative

AUTHENTICATION DATE:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto  
\_\_\_\_\_  
(please print or type name, address and taxpayer identification number of transferee) the within  
bond and all rights thereunder and hereby irrevocably constitutes and appoints  
\_\_\_\_\_  
attorney to transfer the within bond on the books kept for registration thereof, with full power of  
substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

Signature(s) must be guaranteed by an eligible guarantor institution participating in a  
Securities Transfer Association recognized signature guarantee program.

END OF PUBLIC SALE BOND FORM

**FORM OF SRF BOND**

**UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CLINTON RIVER WATER RESOURCE RECOVERY FACILITY  
DRAINAGE DISTRICT  
CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAIN BOND,  
SERIES 2023[ ]**

INTEREST RATE

MATURITY DATE

DATE OF ORIGIN

Registered Owner: Michigan Finance Authority

Principal Amount:

The Clinton River Water Resource Recovery Facility Drainage District (the "Drainage District"), County of Oakland, State of Michigan, acknowledges itself indebted to and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above or so much thereof as shall have been advanced to the Drainage District pursuant to a Purchase Contract between the Drainage District and the Michigan Finance Authority (the "Authority") and a Supplemental Agreement by and among the Drainage District, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes, and Energy on the maturity dates and in the amounts set forth on Exhibit A attached hereto unless redeemed prior thereto as hereinafter provided, the final payment being made upon presentation and surrender of this bond at \_\_\_\_\_, in \_\_\_\_\_, Michigan, the bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolution identified below; and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by check, draft, electronic transfer or other means determined by the bond registrar and paying agent, interest at the rate per annum specified above on such Principal Amount, to the extent advanced to the Drainage District pursuant to the Purchase Contract and the Supplemental Agreement until the Drainage District's obligation with respect to the payment of such Principal Amount is discharged. Interest is payable on the first days of \_\_\_\_\_ and \_\_\_\_\_ in each year, commencing on \_\_\_\_\_ 1, 20\_\_\_. Principal and interest are payable in lawful money of the United States of America.

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest that is two percent above the Authority's

cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the Drainage District's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this bond fails to provide sufficient available funds (together with any other funds that may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Drainage District shall and hereby agrees to pay on demand only the Drainage District's pro rata share (as determined by the Authority) of such deficiency as additional interest on this bond.

During the time funds are being drawn down by the Drainage District under this bond, the Authority will periodically provide the Drainage District a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the Drainage District of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this bond.

This bond is one of a series of bonds aggregating the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) issued by the Drainage District under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act 40, Public Acts of 1956, as amended) and a bond authorizing resolution adopted by the Drainage Board for the Drainage District (the "Resolution") for the purpose of defraying part of the cost of locating, establishing and constructing the Clinton River Water Resource Recovery Facility Drain Optimization Project. The bonds of this series are issued in anticipation of the collection of an equal amount of installments of a special assessment assessed against the City of Auburn Hills, the Charter Township of Independence, the City of Lake Angelus, the Village of Lake Orion, the Charter Township of Oakland, the Charter Township of Orion, the Charter Township of Oxford, the Village of Oxford, the City of Pontiac, the City of Rochester, the City of Rochester Hills, the Charter Township of Waterford and the Charter Township of West Bloomfield on a special assessment roll for the Clinton River Water Resource Recovery Facility Drain Optimization Project, which assessments are the general obligations of said public corporations, and a Supplemental Order of the Chairperson. The full faith and credit of the Drainage District have been pledged for the prompt payment of the principal of and interest on this bond as the same become due and, in addition, the full faith and credit of the County of Oakland have been pledged therefor. Taxes imposed by said public corporations and the County of Oakland are subject to constitutional tax rate limitations.

This bond is transferable, as provided in the Resolution, only upon the books of the Drainage District kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or his attorney duly authorized in writing.

Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds that have been selected for redemption.

This bond is subject to redemption prior to maturity at the option of the Drainage District and with the prior written consent of the Authority and on such terms as may be required by the Authority, in such order as shall be determined by the Drainage District, on any one or more interest payment dates. This bond may be partially redeemed in the amount of \$5,000 or any integral multiple thereof. If less than the entire principal amount of the bond maturing in any year is to be redeemed, the portion of the bond to be redeemed shall be selected by lot. The redemption price shall be the par value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption.

Not less than thirty days' notice of redemption shall be given to the holder of the bond called to be redeemed by mail to the registered holder at the registered address. That portion of the bond called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

Notwithstanding any other provision of this bond, so long as the Authority is the owner of this bond, (a) this bond is payable as to principal, premium, if any, and interest at U.S. Bank Trust Company, National Association, or at such other place as shall be designated in writing to the Drainage District by the Authority (the "Authority's Depository"); (b) the Drainage District agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the Drainage District's deposit by 12:00 noon on the scheduled day, the Drainage District shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this bond shall be given by the Drainage District and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of said Drainage District, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Clinton River Water Resource Recovery Facility Drainage District, County of Oakland, State of Michigan, by its Drainage Board, has caused this bond to be executed in its name by the manual or facsimile signatures of the Chairperson and Secretary of the Drainage Board. This bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the bond registrar and paying agent.

CLINTON RIVER WATER RESOURCE  
RECOVERY FACILITY DRAINAGE DISTRICT

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Chairperson of the Drainage Board

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Secretary of the Drainage Board



CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Resolution.

\_\_\_\_\_  
Bond Registrar and Paying Agent

By: \_\_\_\_\_  
Authorized Representative

AUTHENTICATION DATE:

## ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_  
(please print or type name, address and taxpayer identification number of transferee) the within  
bond and all rights thereunder and hereby irrevocably constitutes and appoints  
\_\_\_\_\_  
attorney to transfer the within bond on the books kept for registration thereof, with full power of  
substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

Signature(s) must be guaranteed by an eligible guarantor institution participating in a  
Securities Transfer Association recognized signature guarantee program.

EXHIBIT A

Based on the schedule provided below unless revised as provided in this paragraph, repayment of principal of this bond shall be made until the full amount advanced to the Drainage District is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes, and Energy (the "Order") approves a principal amount of assistance less than the amount of this bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the Drainage District and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order, (2) that less than the principal amount of assistance approved by the Order is disbursed to the Drainage District by the Authority or (3) that any portion of the principal amount of assistance approved by the Order and disbursed to the Drainage District is prepaid or forgiven, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the Drainage District.

MATURITY DATE

[ ] 1

PRINCIPAL AMOUNT

END OF SRF BOND FORM

17. SECURITY. Each series of Bonds shall be issued in anticipation of, and are payable primarily from, the collection of the several installments of special assessments against the public corporations assessed on the applicable Roll and Supplemental Order of the Chairperson. The full faith and credit of the Drainage District are pledged for the payment of the principal of and interest on the Bonds as the same become due, and, in addition, the full faith and credit of the County of Oakland have been pledged therefor by a two-thirds vote of the members elect of the Board of Commissioners of the County of Oakland.

18. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of, premium if any, and interest on the Bonds or any portion of the Bonds, shall have been deposited in trust, this resolution shall be defeased with respect to such Bonds and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

19. ESTIMATES OF PERIOD OF USEFULNESS AND COST. The estimated period of usefulness of the Phase I Project is determined to be thirty (30) years and upwards. The estimated cost of the Phase I Project (\$62,645,000), as submitted to this Drainage Board and attached as Exhibit A, is approved and adopted.

20. PRINCIPAL AND INTEREST FUND. There shall be established for the Bonds a Principal and Interest Fund that shall be kept in a separate bank account. From the proceeds of the sale of the Bonds there shall be set aside in the Principal and Interest Fund any premium and accrued interest received from the purchaser of the Bonds at the time of delivery of the same. An amount equal to the interest due on the Bonds which may be capitalized, if any, shall also be placed in the Principal and Interest Fund and shall be used solely to pay the principal of and interest on

the Bonds authorized herein. The Chairperson is authorized to determine what amounts of interest shall be capitalized. All collections of installments of the assessments against the public corporations assessed (including principal and interest) on a Roll (and not prepaid) and the corresponding Supplemental Order of the Chairperson shall be placed in the Principal and Interest Fund and shall be used solely to pay the principal of and interest on the Bonds authorized herein.

21. CONSTRUCTION FUND. The remainder of the proceeds of the sale of the Bonds, together with the special assessments that have been prepaid as provided in Paragraphs 4 and 5, shall be set aside in a construction fund and used to pay the expenses of the issuance of the Bonds and the costs of acquiring and constructing the Phase I Project, including any engineering, legal and other expenses incidental thereto. Any unexpended balance of the proceeds of the sale of the Bonds remaining after completion of the construction of the Phase I Project shall be used as provided in Section 497 of the Drain Code.

22. APPROVAL OF MICHIGAN DEPARTMENT OF TREASURY. The issuance and sale of the Bonds are subject to permission being granted therefor by the Department of Treasury of the State of Michigan under Act 34, Public Acts of 2001, as amended, and the Chairperson is hereby authorized and directed, if necessary, to make application to the Department of Treasury for permission to issue and sell the Bonds as provided by the terms of this resolution.

23. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS.

a. Public Sale Bonds. The Public Sale Bonds shall be sold at a public sale. The Chairperson shall set the date and time for sale of the Public Sale Bonds, which date shall be at least seven (7) days after the publication of the official notice of sale. The Chairperson shall cause notice of the sale of the Public Sale Bonds to be published in The Bond Buyer, which notice shall be in such form approved by the Chairperson. The Chairperson is hereby designated, for and on behalf of the Drainage District, to do all acts and to take all necessary steps required to effectuate the sale, issuance and delivery of the Public Sale Bonds. Notwithstanding any other provision of this resolution, the Chairperson is authorized within the limitations set forth below to determine the title of the Public Sale Bonds, maximum interest rate, interest rate or rates, amount of discount

or premium, amount of maturities, principal amount, amount of good faith deposit, if any, denominations, dates of issuance, dates of maturities, interest payment dates, optional and mandatory redemption rights, and term bond options. The Chairperson shall have the authority to determine that up to one year of interest on the Public Sale Bonds be capitalized. The authority granted to the Chairperson by this Section, is subject to the following limitations:

- (i) The par amount of the Public Sale Bonds shall not exceed \$36,910,000.
- (ii) The interest rate on the Public Sale Bonds shall not exceed six percent (6%) per annum.
- (iii) The final maturity date of the Public Sale Bonds shall not be later than two and one-half years after the due date of the last installment of the assessments on the applicable Roll.
- (iv) The Public Sale Bonds shall not be sold at a price that is less than 99% of the par value of the Public Sale Bonds.

The Chairperson is hereby authorized for and on behalf of the Drainage District, without further Drainage Board approval, to: (a) approve the circulation of a preliminary and a final Official Statement describing the Public Sale Bonds; (b) to award the bid for the sale of the Public Sale Bonds; (c) purchase municipal bond insurance, if considered necessary, as additional security for the bondholders; (d) apply to rating agencies for a rating on the Public Sale Bonds; (e) make any designations or elections pursuant to the Internal Revenue Code of 1986, as amended; and (f) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the Public Sale Bonds.

b. SRF Bonds. Any series of SRF Bonds shall be sold at a private, negotiated sale to the Authority, and the Drainage Board hereby determines that such negotiated sale is in the best interests of the Drainage District and is the most cost effective and efficient way to sell the SRF Bonds. The sale of any series of SRF Bonds shall be made pursuant to the terms and conditions to be set forth in a Purchase Contract (the "Purchase Contract") and a Supplemental Agreement (the "Supplemental Agreement") and the Chairperson is authorized to determine the principal

amount of such series of SRF Bonds to be sold and to execute and deliver the Purchase Contract and the Supplemental Agreement in such forms as shall be approved by the Chairperson by order executed at the time of sale. In addition, the Chairperson and any member of the Drainage Board are each authorized to execute and deliver to the Authority such certificates or documents as the Authority or bond counsel shall require and to do all other things necessary to effectuate the sale, issuance, delivery, transfer and exchange of such SRF Bonds in accordance with the provisions of this resolution.

Approval by the Drainage District of the matters delegated in this Section 23 or any other sections may be evidenced by execution of an Order by the Chairperson or the execution or approval of such documents by the Chairperson. The Chairperson, together with the Oakland County Treasurer (the Treasurer for the Drainage District), or any one of them, are authorized to execute any documents or certificates necessary to complete the transaction, including, but not limited to, any certificates, receipts, orders, agreements, instruments, security reports, a blanket letter of representations, and any certificates relating to federal or state securities laws, rules or regulations.

24. REPLACEMENT OF BONDS. Upon receipt by the Chairperson of the Drainage Board of proof of ownership of an unmatured Bond, of satisfactory evidence that the Bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity that complies with applicable law and is satisfactory to the Chairperson, the Chairperson may authorize the bond registrar and paying agent to deliver a new executed Bond to replace the Bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured Bond is lost, apparently destroyed or wrongfully taken, the Chairperson may authorize the bond registrar and paying agent to pay the Bond without presentation upon the receipt of the same documentation required for the delivery of a replacement Bond. The bond registrar and paying agent, for each new Bond delivered or paid without presentation as provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the Drainage District in the premises. Any Bond delivered pursuant

to the provisions of this Section 24 in lieu of any bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the Bond in substitution for which such Bond was delivered.

25. TAX COVENANT. The Drainage District covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended, necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes. The Chairperson is authorized to do all things necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes.

26. OFFICIAL STATEMENT; CONTINUING DISCLOSURE. The Drainage District shall cause the preparation of a preliminary official statement and a final official statement for the Public Sale Bonds for the purpose of enabling compliance with Rule 15c2-12 (the “Rule”) by the purchaser or purchasers of the Public Sale Bonds and shall do all other things necessary to enable compliance with the Rule by the purchaser or purchasers of the Public Sale Bonds. The Drainage District will provide on a timely basis a reasonable number of copies of the final official statement at its expense to enable the purchaser or purchasers of the Public Sale Bonds to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

The Chairperson is authorized to deliver a continuing disclosure certificate to the purchasers of the Public Sale Bonds, if necessary, pursuant to which the Drainage District will undertake to provide annual reports and notices of certain events to assist the purchasers of the Public Sale Bonds in complying with paragraph (b)(5) of the Rule.

27. REDUCTION IN PRINCIPAL AMOUNT OF BOND ISSUE. If the Chairperson shall determine that it is not necessary to sell any series of the Bonds in the principal amount stated in an Official Notice of Sale for such series of Bonds or otherwise because of prepayments of special assessments, a reduction on the computation of costs, or because the purchaser purchases the Bonds at a price and with interest rates that will result in the generation of an original issue premium, the Chairperson may by order reduce the principal amount of such series of Bonds to be sold to the amount deemed necessary so long as the proceeds of the sale of the Bonds will be



sufficient to pay all of the costs of the portion of the Phase I Project intended to be financed by such series of Bonds. In the event the principal amount of any series of Bonds is reduced pursuant to this section, the Chairperson shall reduce the amount of such series of Bonds maturing in any one or more years as necessary and may enter an Order amending the annual installments of the special assessments due on the corresponding Roll.

28. AMENDMENT TO ROLL. Any Roll may be prepared in part based on estimates of the costs of the Phase I Project. In addition to other supplements, amendments or revisions authorized by this resolution, upon receipt of the final costs of all or a portion of the Phase I Project, the Chairperson is authorized to amend any Roll entered pursuant to this resolution to reduce the amount of the assessments and the annual installments of the special assessments due on such Roll based on the final costs of all or a portion of the Phase I Project, as applicable to such Roll; provided, however, the amount of such special assessments and annual installments shall not be less than the amount of principal outstanding on any Bonds corresponding to such Roll and issued pursuant to this resolution.

29. AMENDMENTS AND SUPPLEMENTAL RESOLUTIONS. The Drainage Board may from time to time adopt such amendments to this resolution as are necessary for the issuance of the Bonds. In addition, the Drainage Board may adopt such supplemental resolutions as are necessary for the issuance of any series of Bonds authorized pursuant to this resolution.

30. CONFLICTING RESOLUTIONS. All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

YEAS:

NAYS:

RESOLUTION DECLARED ADOPTED.

EXHIBIT A

ESTIMATE OF COST  
CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAIN BONDS

PHASE I PROJECT

Construction, engineering and contingencies	\$ ,000
Cost of Issuance	
Bond Counsel	\$ ,000
Registered Municipal Advisor	\$ ,000
Printing and Publishing	\$ ,000
	\$ ,000
<u>Michigan Department of Treasury</u>	<u>\$ ,000</u>
Total Cost of Issuance	<u>\$ ,000</u>
Total Phase I Project Cost	\$ ,000
Size of Bond Issue	\$ ,000

STATE OF MICHIGAN       )  
                                      )ss  
COUNTY OF OAKLAND    )


I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Drainage Board for the Clinton River Water Resource Recovery Facility Drain Optimization Project, Oakland County, Michigan, held on July 18, 2023, the original of which resolution is on file in the office of the Oakland County Water Resources Commissioner and is available to the public.

I further certify that notice of the meeting was given in accordance with the Open Meetings Act.

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Chairperson of the Drainage Board

**MEMO TO:** Mr. Jim Nash, Chairman  
of the Drainage Board for the CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAIN - (Maintenance)

**FROM:** Shawn Phelps, Chief of Fiscal Services  For Shawn Phelps  
OCWRC Accounting

**DATE:** July 18, 2023

**SUBJECT:** Request for Approval of Invoices

The following is a detail of charges paid from the Drain Revolving Fund and Invoices

Payable To	Ref No.	For	Amount
CleanNet of Greater Michigan, Inc	V # SINV00192636	Invoice # DET0105881 - Contracted Services - July 2023	\$ 1,601.38
Haviland Products Company	TBP	Invoice # 474594 - Chemical Treatment	3,073.00
Haviland Products Company	TBP	Invoice # 474938 - Chemical Treatment	2,978.00
Haviland Products Company	V # SINV00191342	Invoice # 475341 - Chemical Treatment	10,567.00
HESCO	V # SINV00192653	Invoice # 231592 - Contracted Services	1,648.71
Jones Chemicals Inc	V # SINV00191344	Invoice # 916562 - Chemical Treatment	6,973.27
Pro-Seal Service Group	TBP	Invoice # 232098 - Contracted Services	1,320.00
PVS Technologies Inc	TBP	Invoice # 335583 - Chemical Treatment	2,509.76
PVS Technologies Inc	V # SINV00191345	Invoice # 336182 - Chemical Treatment	2,473.80
PVS Technologies Inc	V # SINV00191346	Invoice # 336183 - Chemical Treatment	3,898.56
PVS Technologies Inc	V # SINV00192657	Invoice # 336444 - Chemical Treatment	3,118.60
PVS Technologies Inc	V # SINV00192797	Invoice # 336691 - Chemical Treatment	2,770.16
Rotor Electric Company of Michigan LLC	V # SINV00192658	Invoice # 1228 - Contracted Services	2,223.15
United Lawnscape	V # SINV00192659	Invoice # UE 548006 - Contracted Services	3,459.00
United Lawnscape	V # SINV00192660	Invoice # UE 548007 - Contracted Services	2,360.00
Waste Management	TBP	Invoice # 8690979-1714-1 Garbage & Rubbish Disposal	2,014.93
Waste Management	TBP	Invoice # 8690404-1714-7 Garbage & Rubbish Disposal	1,239.69
<b>Subtotal</b>			<b>\$ 54,229.01</b>
Walsh Construction Company LLC	V # SINV00192661	Invoice # #2- Contracted Services- Proj -1-7239 - 5/1/23 - 05/31/23	\$ 134,469.60
Dickinson Wright PLLC	V # SINV00192645	Invoice # 181655 - Legas Services - 05/31/23 - Proj # 1-7239	1,264.00
<b>Subtotal - Project 1-7239</b>			<b>\$ 135,733.60</b>
<b>Total</b>			<b>\$ 189,962.61</b>

### **3. Acacia Park CSO**

## **AGENDA**

### **DRAINAGE BOARD FOR THE ACACIA PARK CSO DRAIN**

July 18, 2023

1. Call meeting to order
2. Approve minutes of meeting of June 27, 2023
3. Public Comments
4. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$103,963.74
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD  
FOR THE ACACIA PARK CSO DRAIN**

June 27, 2023

A meeting of the Drainage Board for the Acacia Park CSO Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 27<sup>th</sup> day of June 2023.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

Minutes of the meeting held May 23, 2023, were presented for consideration. It was moved by Woodward, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2  
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.

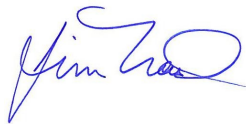
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$576.60 (as attached) was presented. It was moved by Woodward, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$576.60.

ADOPTED: Yeas - 2  
Nays - 0

It was moved by Nash, supported by Woodward, to certify attendance and authorize pro rata payment of \$25 per day to Mr. Woodward.

ADOPTED: Yeas - 2  
Nays - 0

There being no further business, the meeting was adjourned.



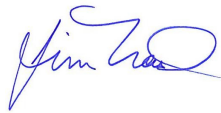
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Jim Nash, Chairperson

STATE OF MICHIGAN                     )  
  )SS.  
COUNTY OF OAKLAND                 )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Acacia Park CSO Drain, Oakland County, Michigan, held on the 27<sup>th</sup> day of June 2023, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for the Acacia Park CSO Drain Drainage District.




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Jim Nash, Chairperson

Dated: June 27, 2023



**MEMO TO:** Mr. Jim Nash, Chairman  
of the Drainage Board for the ACACIA PARK CSO DRAIN

**FROM:** Shawn Phelps, Chief of Fiscal Services  For Shawn Phelps  
OCWRC Accounting

**DATE:** July 18, 2023

**SUBJECT:** Request for Reimbursement of Evergreen Farmington Fund

The following is a detail of charges paid from the Evergreen Farmington Fund  
for the period ending July 15, 2023.

Date	Ref No.	For	Amount
04/30/23	JE# 013440	Apr 2023 Storm Water Flow Charges	\$34,654.58
05/31/23	JE# 014209	May 2023 Storm Water Flow Charges	34,654.58
06/30/23	JE# 015177	June 2023 Storm Water Flow Charges	34,654.58
		Total	<u>\$103,963.74</u>

## **4. Birmingham CSO**

## **AGENDA**

### **DRAINAGE BOARD FOR THE BIRMINGHAM CSO DRAIN**

July 18, 2023

1. Call meeting to order
2. Approve minutes of meeting of June 27, 2023
3. Public Comments
4. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$107,113.50
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD  
FOR THE BIRMINGHAM CSO DRAIN**

June 27, 2023

A meeting of the Drainage Board for the Birmingham CSO Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 27<sup>th</sup> day of June 2023.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

Minutes of the meeting held May 23, 2023, were presented for consideration. It was moved by Woodward, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2  
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.

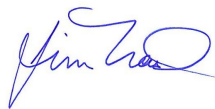
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$9,875.76 (as attached) was presented. It was moved by Woodward, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$9,875.76.

ADOPTED: Yeas - 2  
Nays - 0

It was moved by Nash, supported by Woodward, to certify attendance and authorize pro rata payment of \$25 per day to Mr. Woodward.

ADOPTED: Yeas - 2  
Nays - 0

There being no further business, the meeting was adjourned.



---

Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Birmingham CSO Drain, Oakland County, Michigan, held on the 27<sup>th</sup> day of June 2023, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for Birmingham CSO Drain Drainage District.



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Jim Nash, Chairperson

Dated: June 27, 2023

**MEMO TO:** Mr. Jim Nash, Chairman  
of the Drainage Board for the BIRMINGHAM CSO DRAIN

**FROM:** Shawn Phelps, Chief of Fiscal Services  
OCWRC Accounting



For Shawn Phelps

**DATE:** July 18, 2023

**SUBJECT:** Request for Reimbursement of Evergreen Farmington Fund

The following is a detail of charges paid from the Evergreen Farmington Fund  
for the period ending July 15, 2023.

Date	Ref No.	For	Amount
04/30/23	JE# 013440	Apr 2023 Storm Water Flow Charges	\$35,704.50
05/31/23	JE# 014209	May 2023 Storm Water Flow Charges	35,704.50
06/30/23	JE# 015177	June 2023 Storm Water Flow Charges	35,704.50
		Total	<u>\$107,113.50</u>

## **5. Bloomfield Village CSO**

## **AGENDA**

### **DRAINAGE BOARD FOR THE BLOOMFIELD VILLAGE CSO DRAIN**

July 18, 2023

1. Call meeting to order
2. Approve minutes of meeting of June 27, 2023
3. Public Comments
4. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$139,625.73
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$888.00
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn



**MINUTES OF THE MEETING OF THE DRAINAGE BOARD  
FOR THE BLOOMFIELD VILLAGE CSO DRAIN**

June 27, 2023

A meeting of the Drainage Board for the Bloomfield Village CSO Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 27<sup>th</sup> day of June 2023.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

Minutes of the meeting held May 23, 2023, were presented for consideration. It was moved by Woodward, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2  
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.

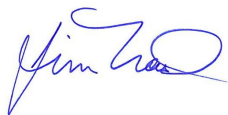
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$4,735.11 (as attached) was presented. It was moved by Woodward, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$4,735.11.

ADOPTED: Yeas - 2  
Nays - 0

It was moved by Nash, supported by Woodward, to certify attendance and authorize pro rata payment of \$25 per day to Mr. Woodward.

ADOPTED: Yeas - 2  
Nays - 0

There being no further business, the meeting was adjourned.



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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Bloomfield Village CSO Drain, Oakland County, Michigan, held on the 27<sup>th</sup> day of June 2023, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for Bloomfield Village CSO Drain Drainage District.



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Jim Nash, Chairperson

Dated: June 27, 2023

**MEMO TO:** Mr. Jim Nash, Chairman  
of the Drainage Board for the BLOOMFIELD VILLAGE CSO DRAIN

**FROM:** Shawn Phelps, Chief of Fiscal Services  
OCWRC Accounting



For Shawn Phelps

**DATE:** July 18, 2023

**SUBJECT:** Request for Reimbursement of Evergreen Farmington Fund

The following is a detail of charges paid from the Evergreen Farmington Fund  
for the period ending July 15, 2023.

Date	Ref No.	For	Amount
04/30/23	JE# 013440	Apr 2023 Storm Water Flow Charges	\$46,541.91
05/31/23	JE# 014209	May 2023 Storm Water Flow Charges	46,541.91
06/30/23	JE# 015177	June 2023 Storm Water Flow Charges	46,541.91
		Total	<u>\$139,625.73</u>

MEMO TO: Mr. Jim Nash, Chairman  
of the Drainage Board for the BLOOMFIELD VILLAGE CSO DRAIN

FROM: Shawn Phelps, Chief of Fiscal Services  
OCWRC Accounting



For Shawn Phelps

DATE: July 18, 2023

SUBJECT: Request for Approval of Invoices

The following is a detail of Maintenance charges paid from the Drain Revolving Fund and Invoices  
for the period ending July 15, 2023

G/L Date	Ref No.	Paid To	For	Amount
6/29/2023	V # SINV00191350	Shaw Service & Maintenance	Invoice # 910008843 - Contracted Services	\$ 888.00
			Total Project # 1-3501	<u>\$ 888.00</u>

**6. Evergreen-Farmington  
Sanitary Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE EVERGREEN-FARMINGTON SANITARY DRAIN**

July 18, 2023

1. Call meeting to order
2. Approve minutes of meeting of June 27, 2023
3. Public Comments
4. Present Engineering Work Order No. D-460(2) for DLZ Michigan, Inc. for the Walnut Lake #2 Pump Station Replacement – Additional Design Services
5. Present Construction Estimate No. 16 for Walsh Construction Company II, LLC for the 8 Mile Road Pump Station & SSO Chamber Improvements – Phase 1 in the amount of \$1,220,996.91 with a transfer to the Oakland County Treasurer in the amount of \$135,666.32
6. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$6,414.14
7. Other business
8. Approve pro rata payment to Drainage Board members
9. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD  
FOR THE EVERGREEN -FARMINGTON SANITARY DRAIN**

June 27, 2023

A meeting of the Drainage Board for the Evergreen-Farmington Sanitary Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 27<sup>th</sup> day of June 2023.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

Minutes of the meeting held May 23, 2023, were presented for consideration. It was moved by Woodward, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2  
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.

Change Order No. 3 for Pipeline Management Company for Construction of the S. Evergreen Interceptor Rehabilitation for a net decrease in the amount of \$507,123.00 was presented. It was moved by Woodward, supported by Nash to approve Change Order No. 3 for Pipeline Management Company for Construction of the S. Evergreen Interceptor Rehabilitation for a net decrease in the amount of \$507,123.00 as presented.

ADOPTED: Yeas - 2  
Nays - 0

Final Construction Estimate for Pipeline Management Company for the S. Evergreen Interceptor Rehabilitation for a final reserve payment to the contractor in the amount of \$98,848.53 was presented. It was moved by Woodward, supported by Nash, to approve Final Construction Estimate for Pipeline Management Company for the S. Evergreen Interceptor Rehabilitation for a final reserve payment to the contractor in the amount of \$98,848.53 as presented.

ADOPTED: Yeas - 2  
Nays - 0

Construction Estimate No. 15 for Walsh Construction Company II, LLC for the 8 Mile Road Pump Station & SSO Chamber Improvements – Phase 1 in the amount of \$1,747,664.96 with a transfer to the Oakland County Treasurer in the amount of \$194,185.00 was presented. It was moved by Woodward, supported by Nash, to approve Construction

Estimate No. 15 for Walsh Construction Company II, LLC for the 8 Mile Road Pump Station & SSO Chamber Improvements – Phase 1 in the amount of \$1,747,664.96 with a transfer to the Oakland County Treasurer in the amount of \$194,185.00 as presented.

ADOPTED: Yeas - 2  
Nays - 0

Construction Estimate No. 1 for Midwest Power Systems for the Construction of the Lathrup SRT in the amount of \$161,100.00 and a transfer to the Oakland County Treasurer in the amount of \$17,900.00 was presented. It was moved by Woodward, supported by Nash, to approve Construction Estimate No. 1 for Midwest Power Systems for the Construction of the Lathrup SRT in the amount of \$161,100.00 and a transfer to the Oakland County Treasurer in the amount of \$17,900.00 as presented.

ADOPTED: Yeas - 2  
Nays - 0

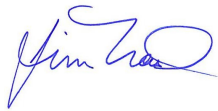
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$9,205.12 (as attached) was presented. It was moved by Woodward, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$9,205.12.

ADOPTED: Yeas - 2  
Nays - 0

It was moved by Nash, supported by Woodward, to certify attendance and authorize pro rata payment of \$25 per day to Mr. Woodward.

ADOPTED: Yeas - 2  
Nays - 0

There being no further business, the meeting was adjourned.



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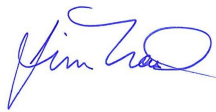
Jim Nash, Chairperson



STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Evergreen-Farmington Sanitary Drain, Oakland County, Michigan, held on the 27<sup>th</sup> day of June 2023, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for the Evergreen-Farmington Sanitary Drain Drainage District.



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Jim Nash, Chairperson

Dated: June 27, 2023

**Jim Nash Oakland County Water Resources Commissioner  
Evergreen Farmington Sanitary Drain Drainage District  
For the Walnut #2 Pump Station Replacement  
Bloomfield Township  
Oakland County, Michigan**

**Engineering Work Order No. D-460 (2)**

**Date:** June 29, 2023

**To:** DLZ Michigan, Inc. (DLZ)

**For:** Walnut #2 Pump Station Replacement – Additional Design Services

**DESCRIPTION**

This Engineering Work Order (EWO) is required to define specific additional tasks and compensation related to the Walnut Lake #2 Pump Station Replacement that falls under Exhibit IX Section II.b of Contract No. CON009173. This EWO serves as your approval for compensation of the following additional services as delineated in your attached proposal for additional design services.

The additional scope of services includes architectural and mechanical improvements to the existing building at the site. In addition, we plan on replacing the generator at the project.

The existing exhaust fan will be replaced from the westside of the building and exhaust through the roof to improve the performance of the exhaust system. The old exhaust penetration will be blocked up. DLZ will design a new natural gas generator with a new natural gas piping and meter. The existing intake louver system will be reviewed to ensure that the facility ventilation is sufficient for the new generator. In addition, we plan on installing a new electric unit heater and new water service with hose bib that will be used to clean the wet well. The roof of the existing structure will be replaced with composite metal roof along with cladding on the soffits and other trim on the building.

The additional scope of work includes the additional effort DLZ has put into evaluating the new pumps and wet well options. DLZ performed several iterations of the design involving various wet well sizes, wet well depths, reuse and non-reuse of the existing dry pit, different pumping arrangements which were significantly more than originally proposed in the initial scope of work. In addition, DLZ will coordinate with DTE to replace both services at the station.

DLZ expects additional time coordinating with Bloomfield Township regarding the new equipment shelter and other site changes based on our meeting with Bloomfield Township which will require us to submit the project to the Zoning Board of Appeals. DLZ has included additional time and effort with the Oakland County Road Commission based on the proximity of the project to the roadway.

The summary of hours and cost for the work is shown in the table below:

ROLE IN PROJECT	TOTAL HOURS	HOURLY RATE (2023)	TOTAL
Senior Project Manager	24	\$202	\$4848
Architect V	8	\$175	\$1400
Engineer V (Mechanical)	40	\$175	\$7000
Engineer V (Civil)	80	\$175	\$14000
Architect I	40	\$116	\$4640
CAD Technician	40	\$96	\$3840
	232		\$35,728

Fees for this Engineering Work Order shall be billed on a time and material basis according to the contract standard fee and rate schedule as modified by your proposal. The total amount of the Engineering Services Agreement is to be increased by a not to exceed amount of \$35,728. This increases the total allowed project amount under this contract to \$197,728. This amount is not to be exceeded without written authorization from this office.

<b>RECOMMENDED</b>	<b>DATE:</b> 6/30/2023	<b>ACCEPTED</b>	<b>DATE:</b> 7/10/2023
By: <i>Evangelos Bantios</i>		By: <i>Manoj Sethi</i>	
Evangelos Bantios, P.E. Assistant Chief Engineer OCWRC		Manoj Sethi, P.E. President DLZ Michigan, Inc.	
<b>APPROVED</b>	<b>DATE:</b> 7/12/2023	<b>APPROVED</b>	<b>DATE:</b>
By: <i>Joel Brown</i>		By:	
Joel Brown, P.E. Chief Engineer OCWRC		Sidney Lockhart, P.E. Special Projects Manager OCWRC	
Approved by the Drainage District Board on:			

Department No.:	6010101	Account No.:	730639
Fund No:	58410	Program No.:	149667
Project No:	1-3303	Project Activity:	Engcon
Contract No:	CON009173	Contract Exp:	8/31/2024

**Jim Nash, Oakland County Water Resources Commissioner  
Evergreen Farmington Sanitary Drain Drainage District  
8 Mile Road CAP 8 Mile Road Pump Station & SSO Chamber Improvements - Phase 1  
Southfield  
Oakland County, Michigan**

Construction Estimate No. 16

June 1, 2023 to Jun 30, 2023

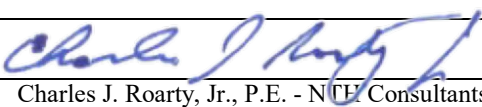
Department No. : 6010101  
Fund No. : 58410  
Project No. : 1-3181

Account No. : 730352  
Program No. : 149667  
Activity : FAC  
Vendor No. : 23191  
Contract No. : 6628  
Date of Contract : 2/2/2022  
Completion Date : 8/13/2027

Contractor :  
Walsh Construction Company II, LLC  
3031 W Grand Blvd, Suite 640  
Detroit, MI 48202


Original Contract Amount:	\$0.00
Previous Change Order Numbers: CO Nos. 1, 2, 3, 4, 5, 6, and 7.	\$50,177,000.25
Change Orders This Estimate Number:	
Total Net Change Orders:	\$50,177,000.25
<u>Adjusted Contract Amount:</u>	<u>\$50,177,000.25</u>
Subtotal To Date: (Sheet 2 of 3 Column 7)	\$6,238,528.62
Less Deductions to Date: (Sheet 2 of 3 Column 7)	\$0.00
Gross Estimate: (Work in Place) 12.43%	\$6,238,528.62
Less Amount Reserved: (10% of Gross Estimate)	\$623,852.86
Total Amount Allowed To Date:	\$5,614,675.76
Less Previous Estimates:	\$4,393,678.85
Net Payment Request To Be Paid To Contractor:	\$1,220,996.91
Reserve Payment to Contractor	\$0.00
Balance of Contract To Date	\$43,938,471.63
Accounting Auditor:	
Less Previous Transfers To Reserve:	\$488,186.54
<u>Amount of Current Transfer:</u>	<u>\$135,666.32</u>

Prepared by:

  
Charles J. Roarty, Jr., P.E. - NCH Consultants

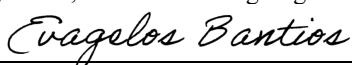
Date: 2023 07 07

Recommended by:

  
Joe Siwek, P.E. - Consulting Engineer (Fishbeck)

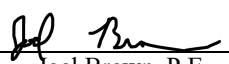
Date: 7/7/2023

Recommended by:

  
Evangelos Bantios, P.E. - Project Engineer

Date: 7/7/2023

Approved by:

  
Joel Brown, P.E. - Chief Engineer

Date: 7/12/2023

Approved by:

Sid Lockhart, P.E. - Special Project Manager

Date:

Approved by Board on:

**JIM NASH**  
**OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

**MEMO TO:** Mr. Jim Nash, Chairman  
of the Drainage Board for the EVERGREEN - FARMINGTON SANITARY DRAIN SYSTEM

**FROM:** Shawn Phelps, Chief of Fiscal Services  
OCWRC Accounting



**For Shawn Phelps**

**DATE:** July 18, 2023

**SUBJECT:** Request for Board approval of payment of the following invoices:

Date	Ref No.	Paid To	For	Amount
	TBP	Orchard Hiltz & McCliment Inc	Invoice # 64551 - Contracted Services - 06/17/23	1,682.50
	TBP	Sigma Associates, Inc	Invoice # 653.000 - 0009961 - Contracted Services	4,731.64
			<b>Total</b>	<b>\$ 6,414.14</b>

## **7. Mainland Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE MAINLAND DRAIN**

July 18, 2023

1. Call meeting to order
2. Approve minutes of meeting of May 24, 2022
3. Public Comments
4. Present Memorandum from Stephanie Petriello, Environmental Planner, dated July 18, 2023, requesting the Board authorize the Chairperson to accept and administer the HMGP Grant funding for Phase 1 on behalf of the Drainage District
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD  
FOR THE MAINLAND DRAIN**

May 24, 2022

A meeting of the Drainage Board for the Mainland Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 24<sup>th</sup> day of May 2022.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

Minutes of the meeting held March 22, 2022, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3  
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.

A memorandum from Lynne Seymour, P.E., Chief Engineer, dated May 24, 2022, requesting the Board to authorize the Chairperson to sign the resolution adopting the final State Revolving Fund project plan was presented. It was moved by Markham, supported by Woodward, to authorize the Chairperson to sign the resolution adopting the final State Revolving Fund project plan as presented.

ADOPTED: Yeas - 3  
Nays - 0

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$7,162.66 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$7,162.66.


ADOPTED: Yeas - 3  
Nays - 0

It was moved by Nash, supported by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Ms. Markham and Mr. Woodward.



ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



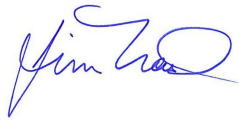
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Mainland Drain, Oakland County, Michigan, held on the 24<sup>th</sup> day of May 2022, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for the Mainland Drain Drainage District.



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Jim Nash, Chairperson

Dated: May 24, 2022

**OAKLAND COUNTY  
WATER RESOURCES COMMISSIONER****MEMORANDUM**

**TO:** Jim Nash, Chairman  
Mainland Drain Drainage Board

**FROM:** Stephanie Petriello, Environmental Planner

**SUBJECT:** Hazard Mitigation Grant Program (HMGP) – Grant Acceptance

**DATE:** July 18, 2023

On behalf of the Mainland Drain Drainage District, the WRC staff submitted a Hazard Mitigation Grant Program (HMGP) application (Spring 2022) to address persistent flooding along the Drain and at the intersection of Telegraph Road and County Center Drive.

The proposed project will address four separate areas along the Drain, all on County property. Streambank stabilization measures, through natural channel design, and off-channel stormwater wetlands will be used to create more than 20,000 cubic yards (550,000 cubic feet) of additional storage volume. This will allow for the storage of peak flows and for the prevention of streambank erosion and localized flooding during large rain events. The wetland areas will not only provide an increase in flood storage capacity, but they will also improve the water quality through infiltration and by creating an easily accessible area for sediment and trash removal.

The Hazard Mitigation Grant Program is sponsored by the Michigan State Police's Emergency Management and Homeland Security Division and funded through the Federal Emergency Management Agency (FEMA). The Board approved WRC staff to proceed with the full application and authorized the chairman to sign a Commitment of Funds letter (originally \$551,205) at the March 22, 2022 Drain Board Meeting.

Since the initial application submittal in early 2022, the total project budget was reduced from \$2,204,820 to \$2,126,550 and the match requirement was lowered from 25% to 10%. Furthermore, WRC staff have also responded to three additional Requests for Information from the Michigan State Police and FEMA and held a virtual meeting to discuss the benefits of converting this grant into a phased project. During this meeting, it was indicated that a grant award would need to be offered and accepted prior to July 29, 2023 when the Oakland County Hazard Mitigation Plan expires. This award letter for Phase 1 (design only) of the project with an expected grant amount of \$265,801.50 has not yet been received, but WRC staff anticipates this notice prior to the end of the month. The 10% local match to the Mainland Drain Drainage District for Phase 1 amounts to \$29,533.50.

Phase 2 (Construction) would be awarded after Phase 1 is complete and FEMA has all necessary documents to complete its final review.

**Board Action Requested: Authorize the Chairman to accept and administer the HMGP grant funding for Phase 1 on behalf of the Mainland Drain Drainage District.**

## **8. Northwest Oakland Sanitary Sewer Drain**

**AGENDA**  
**DRAINAGE BOARD FOR**  
**THE NORTHWEST OAKLAND SANITARY SEWER DRAIN**

July 18, 2023

1. Call meeting to order
2. Approve minutes of meeting of June 27, 2023
3. Public Comments
4. Present Memorandum from Brian Coburn, P.E., Manager, dated July 18, 2023, requesting the Board to approve the Oakland County American Rescue Plan Act (ARPA) Grant Agreement
5. Other business
6. Approve pro rate payment to Drainage Board members
7. Adjourn

MINUTES OF THE MEETING OF THE DRAINAGE BOARD  
NORTHWEST OAKLAND SANITARY SEWER DRAIN

June 27, 2023

A meeting of the Drainage Board for the Northwest Oakland Sanitary Sewer Drain was held in Waterford, Michigan, on June 27, 2023.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

The meeting was called to order by the Chairperson. The minutes of the May 23, 2023 meeting of this Board were presented. It was moved by Woodward and seconded by Nash and unanimously adopted that the said minutes be approved as presented.

The Chairperson presented proofs of the publication and mailing of the notice of hearing. By [unanimous consent] the proofs of publication and mailing were placed on file with the Chairperson.

The Chairperson announced that this was the time and place for the meeting of this Board to hear any objections to the proposed drain project, to the petition therefor, and to the matter of assessing the cost of the project to the public corporation heretofore designated by this Board.

There were the following questions and objections: None.

There were the following written objections: None.

The Chairperson declared the hearing closed.

The following resolution was offered by Woodward and seconded by Nash:

WHEREAS, petitions were filed with the Oakland County Water Resources Commissioner under the provisions of Chapter 20 of Act 40, Public Acts of Michigan, 1956, as amended, on April 24, 2023, by the Village of Ortonville, on May 1, 2023, by the Township of Groveland, and on May 1, 2023, by the Charter Township of Brandon, Oakland County, Michigan, petitioning for the location, establishment and construction of an intra-county drain project, as set forth in the petitions, which proposed drain project is necessary for the public health; and

WHEREAS, the necessary proceedings have been taken in respect to the petition including the holding of a hearing for the purpose of receiving any objections to the proposed drain

project, to the petition therefor and to the matter of assessing the cost to the public corporation named in the notice of said hearing.

THEREFORE, BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE NORTHWEST OAKLAND SANITARY SEWER DRAIN, as follows:

1. That the petition is sufficient in all respects; that the drain project is practicable and should be constructed; that it has become necessary for the public health to construct the drain project; and that the following public corporations should be assessed for the cost thereof, to-wit:

Village of Ortonville  
Township of Groveland  
Township of Holly  
Charter Township of Brandon

2. That the Chairperson of this Board is hereby authorized and directed to issue on behalf of the Board its final order of determination in accordance with the determinations made in this resolution.

ADOPTED: Yeas –

Nays -

The Chairperson of the Drainage Board proceeded to execute the Final Order of Determination and after doing so, presented the same to the Drainage Board. The order was executed and dated on June 27, 2023.

It was moved by Woodward and seconded by Nash that the Final Order of Determination, In Re Northwest Oakland Sanitary Sewer Drain, as this date executed and presented to this Drainage Board by the Chairperson, be and it hereby is confirmed, ratified and approved and ordered filed with the Chairperson on this date.

ADOPTED: Yeas - 2

Nays - 0

The Chairperson presented plans and specifications for the Northwest Oakland Sanitary Sewer Drain previously prepared by registered professional engineers and on file with the Oakland County Water Resources Commissioner. After examination of said plans and specifications it was, on motion by Woodward, seconded by Nash:

RESOLVED, that said plans and specifications be and they hereby are received, adopted and approved and ordered filed with the Chairperson of this Board.

ADOPTED: Yeas - 2  
Nays - 0

The Chairperson presented a route and course of the Northwest Oakland Sanitary Sewer Drain.

The following resolution was offered by Woodward and seconded by Nash:

RESOLVED, that the following be approved and adopted as the route and course of the Northwest Oakland Sanitary Sewer Drain:

(See Attached Exhibit A)

ADOPTED: Yeas – 2  
Nays – 0

The Chairperson presented a description of the area to be served by the drain project.

The following resolution was offered by Woodward and seconded by Nash:

RESOLVED, that the following be designated as the area to be served by the drain project:

(See Attached Exhibit B)

ADOPTED: Yeas – 2  
Nays – 0

The following resolution was offered by Woodward and seconded by Nash:

The Chairperson presented an estimate of the cost of the drain project, which estimate is in the aggregate amount of \$-0-

Upon motion by Woodward, seconded by Nash, it was:

RESOLVED, that the estimate of cost of the drain project, in the amount of \$-0-, be and the same hereby is adopted, approved and accepted.

ADOPTED: Yeas - 2  
Nays - 0

The following resolution was offered by Woodward and seconded by Nash:

A tentative apportionment of costs was presented to the Board and ordered filed with the Chairperson.



The following resolution was offered by Woodward and seconded by Nash:

RESOLVED, as follows:

1. That this Board hereby tentatively establishes that the cost of the Northwest Oakland Sanitary Sewer Drain, if any, shall be apportioned against public corporations, as follows:

<u>Public Corporation</u>	<u>Tentative Percentage of Cost</u>
Village of Ortonville	22.8%
Township of Groveland	25.4%
Township of Holly	29.2%
Charter Township of Brandon	<u>22.6%</u>

2. That this Drainage Board shall meet on the 22<sup>nd</sup> day of August, 2023, at 2:00 p.m., prevailing Eastern Time, at the Office of the Oakland County Water Resources Commissioner, One Public Works Drive, Waterford, Michigan, for the purpose of hearing any objections to said apportionment.

3. That the notice of such hearing shall be in substantially the following form, to wit:

VILLAGE OF ORTONVILLE; TOWNSHIP OF GROVELAND; TOWNSHIP OF  
HOLLY; CHARTER TOWNSHIP OF BRANDON  
COUNTY OF OAKLAND

NORTHWEST OAKLAND SANITARY SEWER DRAIN  
NOTICE OF MEETING TO HEAR OBJECTIONS  
TO APPORTIONMENT OF COST OF ABOVE  
INTRA-COUNTY DRAIN PROJECT

NOTICE IS HEREBY GIVEN, that the cost of the Northwest Oakland Sanitary Sewer Drain which consists of locating, establishing and constructing an intra-county drain project consisting of improvements to the Northwest Oakland Sanitary Sewer Drain to extend sanitary sewer service from the Oakland County, Michigan border with Genesee County, Michigan to serve certain properties located within the Village of Ortonville, Groveland Township, Holly Township, and Brandon Township, all as more fully set forth in the petition filed by the Village of Ortonville, the Township of Groveland, and the Charter Township of Brandon with respect to the drain project, has been tentatively apportioned as follows, to wit:

<u>Public Corporation</u>	<u>Tentative Percentage of Cost</u>
Village of Ortonville	22.8%
Township of Groveland	25.4%
Township of Holly	29.2%
Charter Township of Brandon	<u>22.6%</u>

NOTICE IS FURTHER GIVEN, that the Drainage Board for the Northwest Oakland Sanitary Sewer Drain, will meet at 2:00 p.m., prevailing Eastern Time, on the 22<sup>nd</sup> day of August, 2023, in the Office of the Oakland County Water Resources Commissioner, One Public Works Drive, Waterford, Michigan, for the purpose of hearing any objections to said apportionment.

NOTICE IS FURTHER GIVEN, that the plans, specifications, route and course and estimate of cost of the Northwest Oakland Sanitary Sewer Drain and also a description of the area to be served thereby are on file in the office of the Oakland County Water Resources Commissioner, One Public Works Drive, Waterford, Michigan. The estimated cost of the drain project is \$-0-, but the apportionment percentages as finally established by the Drainage Board shall apply to the actual cost of the aforementioned portions of the drain project when finally completed.

NOTICE IS FURTHER GIVEN, that at said hearing the public corporations to be assessed, or any taxpayer thereof, will be entitled to be heard.

NOTICE IS FURTHER GIVEN, that after consideration of all objections to the apportionment the Drainage Board shall determine whether the apportionment fairly reflects the benefits to accrue to each public corporation and the extent to which each public corporation contributes to the conditions which make the drain project necessary. If the Drainage Board determines that the apportionment is equitable it will enter a Final Order of Apportionment confirming the apportionment. Section 483 of Act 40, Public Acts of Michigan, 1956, as amended, provides that the Final Order of Apportionment shall not be subject to attack in any court, except by proceedings in certiorari brought within 20 days after the order is filed in the office of the Oakland County Water Resources Commissioner, with the Chairperson of the Drainage Board for the Northwest Oakland Sanitary Sewer Drain, and that if no such proceedings shall be brought within said 20 day period the legality of the assessments for the drain shall not thereafter be questioned in any suit at law or in equity, either on jurisdictional or nonjurisdictional grounds.

NOTICE IS FURTHER GIVEN, that if the Drainage Board enters the Final Order of Apportionment a special assessment roll assessing the estimated cost of the drain project against said public corporations in accordance with the confirmed apportionment will be prepared and presented to the Drainage Board for approval.

This notice is given to and for the benefit of the aforesaid mentioned public corporations and all taxpayers thereof by order of the Drainage Board for the Northwest Oakland Sanitary Sewer Drain.

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Jim Nash  
Chairperson of the Drainage Board for the  
Northwest Oakland Sanitary Sewer Drain;  
Oakland County Water Resources Commissioner

4. That said notice shall be published twice in The Oakland Press, a newspaper published in the County of Oakland, the first publication to be not less than twenty (20) days prior to the time of said hearing.

5. That said notice shall be sent by registered or certified mail to the Clerk of each of the Village of Ortonville, Township of Groveland, Township of Holly, Charter Township of Brandon, the County Clerk of the County of Oakland and the County Road Commission of the County of Oakland, which mailing shall be not less than twenty (20) days prior to the time of said hearing.

6. That all resolutions or parts of resolutions in conflict herewith are hereby rescinded.

ADOPTED: Yeas - 2  
Nays - 0

The fully executed Kearsley Creek Interceptor Construction Agreement that was approved at the May 23, 2023 meeting was presented to the Board to receive and file. It was moved by Woodward, supported by Nash, to receive and file the fully executed Kearsley Creek Interceptor Construction Agreement as presented.

ADOPTED: Yeas - 2  
Nays – 0

A memorandum from Jen Cook, P.E., Project Engineer and Sid Lockhart, P.E., Deputy and Special Project Manager, dated June 27, 2023, requesting the Board to receive and file the Project Update on the Request for Proposal for the Engineering Study for the Drainage District Project was presented. It was moved by Woodward, supported by Nash to receive and file the Project Update on the Request for Proposal for the Engineering Study for the Drainage District Project as presented.

ADOPTED: Yeas - 2  
Nays – 0

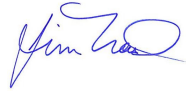
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$7,939.50 (as attached) was presented. It was moved by Woodward, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$7,939.50.

ADOPTED: Yeas: 2  
Nays: 0

Motion by Nash, seconded by Woodward, to certify attendance and authorize pro rata payment of \$25 per day to Mr. Woodward.

ADOPTED: Yeas: 2  
Nays: 0

There being no further business to come before the meeting, upon motion by Woodward, seconded by Nash, and unanimously adopted, the meeting was adjourned.

A handwritten signature in blue ink, appearing to read "Jim Nash", is positioned above a horizontal line.

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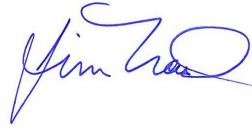
Jim Nash, Chairperson

Dated: June 27, 2023

STATE OF MICHIGAN     )  
                                      ) SS:  
COUNTY OF OAKLAND    )

I hereby certify that the foregoing is a true and complete copy of the minutes of a meeting of the Drainage Board for the Northwest Oakland Sanitary Sewer Drain, Oakland County, Michigan, held on June 27, 2023, and that the minutes are on file in the offices of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that notice of the meeting was given in accordance with the Open Meetings Act.



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Chairperson of the Drainage Board

**OAKLAND COUNTY  
WATER RESOURCES COMMISSIONER**

**MEMORANDUM**

**TO:** Jim Nash, Chairperson  
Northwest Oakland Sanitary Drain Drainage District

**FROM:** Brian Coburn, P.E, WRC Manager

**SUBJECT:** Subrecipient Agreement Approval for ARPA Funds

**DATE:** June 18, 2023

An appropriation of \$9,750,000 in American Rescue Plan Act Fiscal Recovery Funds (ARPA) was approved by the Oakland County Board Commissioners on May 25, 2023 for the Northwest Oakland Sanitary Drain project. One requirement of the legislation is the execution of a subrecipient agreement by the District acknowledging receipt of the funds, acceptance of terms, defining the use of the funds, and tracking the award.

The attached *Oakland County American Rescue Plan Act (ARPA) Grant Agreement* was prepared by the county's Corporation Counsel and reviewed by Drainage District's Legal Counsel.

Staff recommends approval of the attached agreement to facilitate receipt of the ARPA funds appropriated for this project.

**RECOMMEDED ACTION:** Approve the *Oakland County American Rescue Plan Act (ARPA) Grant Agreement*.



**OAKLAND COUNTY AMERICAN RESCUE PLAN ACT (ARPA) GRANT AGREEMENT**

THIS GRANT AGREEMENT (this "Agreement"), effective as of the date it has been signed by both Parties as indicated on the first page of this Agreement ("Effective Date"), is between Oakland County (the "Grantor"), whose address is 2100 Pontiac Lake Road, Bldg. 41W, Waterford, Michigan 48328, and the Grantee Name identified below (the "Grantee"). As used in this Agreement, the Grantor and the Grantee are, individually, a "Party" and, collectively, the "Parties".

**Grantee Name:** Northwest Oakland Sanitary Drain Drainage District ("Drainage District")

**Grantee Address:** Water Resources Commissioner  
One Public Works Drive  
Waterford, MI 48328

**Grant Amount:** \$9,750,000

The undersigned agree to the Agreement terms specified in **Sections 1 through 14** herein and affirm that they have the authority to sign on behalf of their respective Parties.

**GRANTOR:**  
COUNTY OF OAKLAND

**GRANTEE:**  
NORTHWEST OAKLAND SANITARY DRAIN  
DRAINAGE DISTRICT

By: \_\_\_\_\_  
David T. Woodward  
Chairman, Board of Commissioners

By: \_\_\_\_\_

**Oakland County Internal Processing Information:**

Fund:  
Dept:  
Program:  
Account:  
Budget reference:  
PCBU:  
Project ID:  
Activity ID:

Payment approved by:

By: \_\_\_\_\_

(A fully executed PDF copy of this Agreement will be emailed to you via EchoSign for your records.)

## **RECITALS**

A. On March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 ("ARPA") into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County has been allocated \$244,270,949 in Local Fiscal Recovery Fund ("LFRF") dollars under ARPA.

B. The United States Department of Treasury has issued a final rule, and other guidance for qualified uses of LFRF. Those qualified uses include responding to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.

C. On May 25, 2023, the Oakland County Board of Commissioners appropriated up to \$9,750,000 in LFRF funds for the Northwest Oakland Sanitary Drain project. Oakland County has determined that this grant project is a qualified use of LFRF funds pursuant to the final rule and other applicable Department of Treasury guidance.

The Parties agree:

1. **Grant.** Subject to the terms and conditions of this Agreement, and in reliance upon the Grantee affirmations set forth below, the Grantor agrees to make, and the Grantee agrees to accept, the grant funds.
  - a. Grantor will distribute \$9,750,000 in grant funds to Grantee.
  - b. GRANTEE UNIQUE ENTITY IDENTIFIER: not required
  - c. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SLFRP2640
  - d. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 21.027
  - e. FEDERAL AWARD DATE: May 28, 2021
  - f. SUBAWARD PERIOD OF PERFORMANCE START AND END DATE: May 25, 2023 through December 31, 2026.
  - g. AWARD IS NOT FOR RESEARCH & DEVELOPMENT (R&D): Funds cannot be used for research and development related expenditures.
  - h. INDIRECT COST RATE FOR FEDERAL AWARD: Indirect Costs are not eligible for this Agreement.
  - i. CONTACT PERSON FOR GRANTOR/PASS THROUGH ENTITY: Jim Nash, Water Resources Commissioner.
  - j. DEFINED USE OF FUNDS: All grant funds must be expended in accordance with the guidelines for ARPA funds. Grantee has outlined the following intended uses of grant funds:



- i. The funds will be used to participate in a regional sanitary sewer extension and acquire sanitary sewer capacity in the Genesee County Sanitary Sewer System (the "Project") for the benefit of the Northwest Sanitary Drain Drainage District, serving Brandon Township, Groveland Township, Holly Township, and the Village of Ortonville, as outlined in the agreement between the Drainage District and Genesee County dated June 13, 2023, which is incorporated into this Agreement as Attachment A.

2. **Grantee Affirmations:**

- a. Grantee affirms that any and all representations made to Grantor in connection with this grant were accurate, truthful and complete and remain so. Grantee acknowledges that all representations and information provided have been relied on by the Grantor to provide funding under this Agreement. Grantee shall promptly notify Grantor, in writing, of the occurrence of any event or any material change in circumstances which would make any Grantee representation or information untrue or incorrect or otherwise impair Grantee's ability to fulfill its obligations under this Agreement.
- b. Grantee may not use grant funds for expenses for which the Grantee has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized by law. Grantee shall promptly notify Grantor if it receives insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Agreement. Grant funds may not be used to cover expenses that were reimbursed by insurance.
- c. Grantee shall not carry out any activities under this Agreement that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Grantee receives duplicate benefits from another source for projects related to this disaster, the Grantee must refund the benefits provided by the Grantor to the Grantor. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.
- d. Grantee shall use all grant funds it receives under this Agreement by December 31, 2026. Any grant funds not used by that date must be returned to Grantor.
- e. Grantee will provide Grantor with information on progress toward completion of the Project. Grantee will also comply with any other reporting requirements regarding the grant funds and/or this Agreement, as determined by the County.

3. **Repayment/Remedies.** Grantee is subject to repayment to the Grantor of an amount equal to the grant funds received by Grantee in the event Grantee has made material misrepresentations to the Grantor, voluntary bankruptcy or insolvency proceedings are commenced against the

Grantee and not set aside within sixty (60) days, or the Grantee fails to otherwise comply with the requirements of this Agreement. In the event Grantor later determines the information Grantee provided in conjunction with this grant, or that Grantee was ineligible for this grant, or that Grantee's use of the grant funds following receipt was contrary to this Agreement, Grantee agrees to repay the grant funds to Grantor in full. Grantor further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.

4. **Grantee Indemnification.** Grantee shall indemnify, defend and hold Grantor and its elected and appointed officials harmless from all claims incurred or asserted against Grantor and its elected and appointed officials, by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Grantee or Grantee's employees. Grantee further agrees to indemnify and hold Grantor harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Agreement as described in **Section 6.**
5. **No Indemnification from Grantor.** Grantee shall have no rights against Grantor for indemnification, contribution, subrogation, or any other right against Grantee unless expressly provided herein.
6. **Tax Liability.** Grantor and Grantee agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Grantee agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld. Grantee agrees to provide Grantor with all information and cooperation necessary to execute a completed 1099-G form which Grantor will file with the United States Internal Revenue Service. Grantee acknowledges that Grantee will consult with a tax professional regarding the tax implications, if any, of the grant funds, and/or hereby waives the option to do so.
7. **Conflict of Interest.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), to avoid any real or perceived conflict of interest, Grantee shall disclose to Grantor the identity of all Grantee employees and all relatives of Grantee employees who: a) are employed by the Grantor or are elected or appointed officials of the Grantor, on the date the Grant is executed; and b) becomes employed or appointed by the Grantor or becomes an elected official of Grantor during the term of the Grant.
8. **Access to Records and Audit.** Grantee shall maintain all records pertinent to the Agreement and any amendments, including backup copies, for a period of five (5) years. The records shall be kept in accordance with generally accepted accounting practices, and the Grantee shall utilize adequate internal controls and maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with grant funds. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In addition to Grantor, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of grant funds. All records with respect to any matters covered by this Agreement shall be made available to Grantor, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Grantee within 30 days after receipt

by the Grantee. Failure of Grantee to comply with the audit requirements will constitute a violation of this Agreement.

Grantee must establish and maintain effective internal control over the Federal award that provides reasonable assurance that they are managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

Grantee shall provide a final report that is due to Grantor upon the completion of the Project. Grantee agrees to submit a detailed and timely grant report covering expenses related to each outlined purpose.

9. **Compliance with Laws**. Grantee shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under this Grant. This includes the following:
  - a. Grantee must take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information Grantor designates as sensitive or the Grantee considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
  - b. Grantee must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements. Grantee will not pass-through grant funds to an entity listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov)
  - c. Grantee must register at sam.gov.
  - d. Grantee must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Agreement and made a part of this Agreement.
  - e. Public Body must comply with 2 C.F.R. Part D, Post Federal Award Requirements, being 200.300 et seq., where applicable.
10. **Assignment**. Grantee may not assign any of its rights or obligations under this Agreement to any person or entity.
11. **Severability**. If a court of competent jurisdiction finds a term of this Grant to be illegal or invalid, then the term shall be deemed severed from this Grant. All other terms shall remain in full force and effect. Notwithstanding the above, if Grantee's promise to indemnify or hold the Grantor harmless is found illegal or invalid, Grantee shall contribute the maximum it is permitted by law toward the payment and satisfaction of any claims against the Grantor.
12. **Governing Law/Consent to Jurisdiction and Venue**. This Grant shall be governed, interpreted and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, jurisdiction and venue shall be in the Sixth Judicial Circuit Court of the State of Michigan or the 50<sup>th</sup> District of the State of Michigan.

13. **Entire Agreement.** This constitutes the entire understanding between the Parties concerning the use of the grant funds.
14. **Electronic signatures.** This Agreement may be signed in counterparts with the use of facsimile and electronic signatures, which shall be considered valid and binding on the Parties.

**KEARSLEY CREEK INTERCEPTOR CONSTRUCTION AGREEMENT**

This **KEARSLEY CREEK INTERCEPTOR CONSTRUCTION AGREEMENT** ("Agreement"), effective as of the 13<sup>th</sup> of June, 2023, is entered into by and between the **COUNTY OF GENESEE** (the "County"), a Michigan municipal corporation, acting by and through its Drain Commissioner, in his capacity as the duly appointed and acting county agency ("County Agency") pursuant to the provisions of Act 342, Public Acts of Michigan, 1939, as amended ("Act 342"), and the **DRAINAGE BOARD FOR THE NORTHWEST OAKLAND SANITARY DRAIN DRAINAGE DISTRICT** ("NW Oakland District"), a drainage district organized and formed under and pursuant to Chapter 20 of Act 40, Public Acts of Michigan, 1956, as amended ("Drain Code") (the County and the NW Oakland District are sometimes referred to herein as a "Party," and collectively, as the "Parties").

WHEREAS, Act 342 provides that a county board of commissioners of a county may authorize and direct that there be established a system or systems of water, sewer, or sewage disposal improvements and services within or between cities, villages, townships, charter townships, or any duly authorized and established combinations thereof, within or without the county, and to enter into contracts with drainage districts established under Chapter 20 of the Drain Code; and

WHEREAS, the Board of Commissioners (formerly the Board of Supervisors) of the County, by resolution adopted on October 8, 1961 ("Resolution"), authorized and directed that there be established, pursuant to Act 342, a system of sewer and sewage disposal improvements and services (designated therein as "Genesee County Sanitary Sewage Disposal System No. 1," and sometimes referred to herein as the "System") to provide sewers and sewage disposal improvements and services to units of government (as defined in Act 342), as approved from time to time by the Board of Commissioners; and

WHEREAS, pursuant to the Resolution, the County Agency has been designated as the "county agency" of the County under the provisions of Act 342 in connection with the establishment of the System and as the person to have supervision and control of the management and operation of the System; and

WHEREAS, the NW Oakland District was established pursuant to Chapter 20 of the Drain Code and is authorized by Section 471 of the Drain Code to contract with any public corporation, including, but not limited to, the County; and

WHEREAS, the NW Oakland District service area includes portions of the Township of Holly, the Charter Township of Brandon, the Township of Groveland, and the Village of Ortonville, each located in Oakland County, Michigan, as more particularly described herein ("NW Oakland District Service Area"); and

WHEREAS, the NW Oakland District has requested that the County acquire and construct an extension to the System, to be known as the Genesee County Kearsley Creek Interceptor ("KCI"), for the purpose of transporting sewage flow from the NW Oakland District Service Area to the County's Anthony Ragnone Treatment Plant ("ARTP") for treatment and disposal, all as more particularly described herein; and



WHEREAS, the Charter Township of Grand Blanc, the Charter Township of Davison, the Village of Goodrich and the Township of Atlas, each a unit of local government located in the County (collectively, the "Genesee Municipalities"), will purchase additional units of capacity in the KCI for the transportation and disposal of sewage flow originating in the Genesee Municipalities pursuant to contracts to be entered into by and among the County, acting through the County Agency, and the Genesee Municipalities; and

WHEREAS, the County Agency has caused to be prepared maps, plans, designs, specifications and an estimate of cost of the KCI, and has caused the same to be filed with the Board of Commissioners of the County; and

WHEREAS, the County and the NW Oakland District desire to set forth the terms and conditions upon which the County, acting through the County Agency, will acquire and construct the KCI for the transportation of sewage flow from the service area of the NW Oakland District for treatment and disposal at the ARTP.

NOW, THEREFORE, THE COUNTY OF GENESEE, ACTING THROUGH THE COUNTY AGENCY, AND THE DRAINAGE BOARD FOR THE NORTHWEST OAKLAND SANITARY DRAIN DRAINAGE DISTRICT, MUTUALLY AGREE AS FOLLOWS:

1. Acquisition and Construction of the KCI; Service Area. The County will acquire and construct, pursuant to the provisions of Act 342, and as otherwise provided by law, the sewer and sewage disposal system improvements shown and described in Exhibit A attached ("Improvements and sometimes referred to herein as the 'Project'"). The improvements to be acquired and constructed pursuant to this Agreement shall comprise and be designated as the "Genesee County Kearsley Creek Interceptor" ("KCI"). The KCI will be designed and constructed as an extension of the System, which will transport sewage flow from the service area of the NW Oakland District described in Exhibit B ("NW Oakland District Service Area"), and from the Genesee Municipalities, to the ARTP for treatment and disposal.

2. Construction; Plans and Specifications. Subject to the terms of this Agreement, the KCI will be acquired and constructed by the County substantially in accordance with the preliminary plans which have been secured by the County Agency, and in accordance with the final plans to be secured by the County Agency, but variations therefrom which do not materially change the location, capacity, or overall design of the KCI shall be permitted by the County Agency if, in its reasonable judgment, circumstances so warrant.

3. NW Oakland District Service Area Local Collection System. The KCI is to serve the NW Oakland District and not the individual property owners located in the NW Oakland District Service Area, unless an exception shall be made by the County Agency by special written agreement between the County Agency and the NW Oakland District. The NW Oakland District Service Area, area from which sewage is to be transported and disposed, shall not be enlarged or extended into new or additional territories without the prior written approval of the County. NW Oakland District may modify its service area but cannot change the area subject to this Agreement without the written approval of the County. The NW Oakland District shall be solely responsible for the collection of sewage flow in the NW Oakland District Service Area and for transporting the same to the sanitary sewage interceptors of the KCI. The acquisition, construction, financing,

operation and maintenance of all collecting sewers and sewage disposal improvements necessary to transport sewage flow from the NW Oakland District Service Area to the sanitary sewage interceptors of the KCI shall be the sole responsibility of the NW Oakland District, and the County shall have no responsibility therefor.

4. Capacity; Maximum Flow. The Main Interceptor and Pumping Stations and Branches (as those terms are described and depicted in the preliminary plans) of the KCI are designed to accept a maximum rate of flow in cubic feet per second (“cfs”) from the NW Oakland District and from each of the Genesee Municipalities as set forth in Section 6 hereof. Except as provided in Section 11(b) of this Agreement, the NW Oakland District and each of the Genesee Municipalities will be limited to the specific maximum rate of flow specified in Section 6 hereof.

5. Estimated Cost of the KCI. The estimated total cost of the KCI Improvements, as established by the County’s consulting engineers, Rowe Professional Services Company (the “Consulting Engineers”), is \$35,090,000, which includes both design and construction, and said estimate of Cost is approved by the NW Oakland District and Genesee Municipalities. As used in this Agreement, the term “Cost” is defined as follows: the total cost of the physical structures, the acquisition of property for sites and rights-of-way, permits, labor and materials necessary to acquire and construct the improvements comprising the KCI, engineering and legal fees, administration expenses during the period of construction, reasonable and customary contingencies, and other reasonable costs incidental to the acquisition and construction of the KCI Improvements.

6. Allocation and Payment of Cost of the KCI. The cost of the KCI Improvements shall be allocated among the NW Oakland District and the Genesee Municipalities in accordance with the percentages set forth in the following table under the heading, “Allocable Percent Share of the KCI Cost.” The following table also sets forth the respective capacity rights of the NW Oakland District and each of the Genesee Municipalities in the KCI, measured in residential equivalent units (“REUs”), and the corresponding maximum rate of flow (measured in cfs) of the NW Oakland District and each of the Genesee Municipalities.

Entity	Allocable Percent Share of KCI Cost	Residential Equivalent Units
NW Oakland District	28.50	4,092
Atlas Township	5.57	800
Charter Township of Davison	6.97	1,000
Charter Township of Grand Blanc	42.63	6,121
Village of Goodrich	2.09	300
Genesee Reserve Capacity	14.24	2,044
TOTAL	100%	14,357

The County will reserve 2,044 REUs “Reserve Capacity” upon completion of the Project. NW Oakland District has the right of first refusal to acquire some or all of the Reserve Capacity. The cost for the Reserve Capacity shall be calculated as the total Project cost (\$35,090,000) divided

by the total number of REUs (14,357), which in this case is \$2,444.10 per REU. The County shall offer the units first to the NW Oakland District in writing. The NW Oakland District has sixty (60) days to determine if it will exercise their claim to the units. After NW Oakland District's response, or sixty (60) days has lapsed, the County may convey or allocate any of the Reserve Capacity to any other entity, including, but not limited to, a Genesee Municipality. The NW Oakland District's declination of its right of first refusal to some of the Reserve Capacity does not waive its right of first refusal to the remainder of the Reserve Capacity. If the NW Oakland District selects to exercise its claim on the units under consideration, it has One Hundred Twenty (120) days to purchase the units from the County.

7. Final Plans and Specifications; Bidding and Contracting. After execution of this Agreement by the Parties, the County Agency shall complete or cause the following to be completed:

- (a) Direct the Consulting Engineers to prepare final plans and specifications for the KCI Improvements.
- (b) Take bids for the construction of the KCI Improvements from responsible bidders.
- (c) After receipt of bids for construction of the KCI Improvements, and before the final award of any construction contracts, provide the NW Oakland District with (i) a detailed summary of bids received, (ii) the total estimated Cost of the construction of the KCI Improvements, taking into account the as-bid contract prices of the lowest responsible bidders, and (iii) the NW Oakland District's share of the Cost of the KCI Improvements, which for the NW Oakland District is fixed at \$10,000,000 (the "Total NW Oakland District Cost").

8. Payment of Total NW Oakland District Cost. Within sixty (60) days of receipt of the information described in Section 7(c) of this Agreement, the NW Oakland District shall pay, or cause to be paid, to the County, the Total NW Oakland District Cost. All funds received by the County pursuant to this Section 8 for the payment of the Total NW Oakland District Cost shall be maintained by the County Agency, or by the Treasurer of the County, as a separate account, and shall be applied by the County solely to the payment of the Cost of the acquisition and construction of the KCI Improvements. Following receipt of payment in full by the NW Oakland District of the Total NW Oakland District Cost, the County Agency shall proceed to make a final award of construction contracts for the KCI, negotiate and enter into construction contracts, apply for any necessary permits and right-of-way not yet obtained, and proceed with the acquisition and construction of the KCI Improvements. The County Agency shall not be obligated to make any final award of contracts for construction of the KCI, or to enter into any construction contracts, until such time as the NW Oakland District has paid the total NW Oakland District Cost as provided in this Section 8.



9. Cost Overruns; Cost Savings.

- (a) For the NW Oakland District, the Total NW Oakland District Cost is fixed at \$10,000,000. Therefore, in the case of a cost overrun, the number of REUs and percent capacity assigned to NW Oakland District would be reduced using newly calculated cost per REU. The method described in Section 6 shall be used to calculate the newly calculated cost per REU.
- (b) If, upon final completion of the acquisition and construction of the KCI Improvements and the payment of all Costs in connection therewith, there remain any surplus funds for the acquisition and construction of the KCI Improvements from the funding sources as provided in Section 6 or Section 9(a) of this Agreement due to cost savings or otherwise ("Construction Surplus"), the total amount of the Construction Surplus shall be allocated and credited to the NW Oakland District and each of the Genesee Municipalities in the same allocation proportion in Section 6 of this Agreement. The County shall, within sixty (60) days of the County Agency's final accounting of the amount of any Construction Surplus, remit the NW Oakland District's proportionate share of the Construction Surplus (if any) to or upon order of the NW Oakland District.

10. Operation and Use of the KCI. Before, and as a condition of, making any connection to the KCI, the NW Oakland District shall enter into a mutually acceptable sewer use and operating agreement (the "Operating Agreement") with the County, acting through the County Agency, which will establish the agreement of the Parties relative to the use and operation of the KCI and the fees and charges to be assessed against the NW Oakland District for use of the sewage transport and disposal services furnished by the KCI and the ARTP. The Operating Agreement will, among other things, contain provisions governing:

- (a) Connections to the KCI during or after completion of construction of the KCI, which shall be made by the NW Oakland District at its own expense, after first securing a permit therefor from the County Agency, which permit shall not be unreasonable withheld.
- (b) The character of sewage flow discharged to the KCI, which shall be subject to the County Agency's standards and regulations, including regulations governing the discharge of industrial and/or commercial type wastes.
- (c) The operation, maintenance and calibration of a master meter through which all sewage discharge originating in the NW Oakland District Service Area must flow ("Master Meter"). The NW Oakland District's charges for the transportation and treatment of sewage flow from the NW District Service Area, as described in Section 10(d) below, shall be based on the Master Meter readings. The NW Oakland District shall have reasonable access to the Master Meter data, including, but not limited to, an exclusive split data signal feed. The Master Meter is included in the Cost of the KCI and will be installed and owned by the County. No final

connection to the KCI shall be made by the NW Oakland District prior to the installation of the Master Meter.

- (d) Payment by the NW Oakland District of monthly or quarterly service charges established from time to time by the County Agency for the transportation and treatment of sewage flow from the NW Oakland District Service Area. Such charges shall be calculated upon the basis of metered sewage flow from the NW Oakland District Service Area using such reasonable means as the County Agency may determine, without unjust enrichment. The rates and charges to be established from time to time by the County Agency and assessed against the NW Oakland District and the Genesee Municipalities will be sufficient to provide for (i) the costs of operating and maintaining the KCI and the treatment and disposal of sewage flow at the ARTP received by the ARTP from the KCI, and (ii) the establishment and maintenance of reserve funds in such amounts as may be reasonably determined by the County Agency for the maintenance, repair and replacement of the physical assets of the KCI and of the ARTP.
- (e) Payment by the NW Oakland District of the applicable County Capital Improvement Fee ("CCIF") for each connection to the KCI. The KCI is connected to, and is an extension of, the Northeast Extension Sewer Interceptor ("NEES"). The County Agency has established a CCIF for each direct or indirect connection to the NEES. The NW Oakland District shall pay to the County Agency a CCIF for each connection to be made to the KCI in accordance with the CCIF methodology established by the County Agency for connections to the NEES, which methodology shall be set forth in the Operating Agreement.
- (f) Late payment charges for failure by the NW Oakland District to make payment of any charges provided by the Operating Agreement when due, which shall accrue on all past due amounts at the rate of one-half of one percent (1/2 of 1%) for each month or fraction thereof that the same remains unpaid after the due date, unless there is good faith dispute pursuant to the dispute resolution provisions of the Operating Agreement.

11. Project Completion; Assignment of Capacity Rights.

- (a) Upon completion of the acquisition and construction of the KCI, the connection of the NW Oakland District to the KCI and the KCI accepting sewage flow from the NW Oakland District, and the execution by the Parties of the Operating Agreement pursuant to Section 10 hereof, the County will, subject to the terms of this Agreement and the Operating Agreement, accept for transportation and treatment the sewage flow from the NW Oakland District Service Area; provided, however, that the NW Oakland District will be limited to the specific maximum rate of flow specified Section 6 of this Agreement. Except as otherwise provided in Section 11(b) of this Agreement, after such maximum rate of flow has been reached by the NW Oakland District (which maximum flow rate shall be defined in the Operating

Agreement), the County is not required to allow any new lateral sewer of the NW Oakland District to be connected to the KCI, or to any sewer connected directly or indirectly to the sanitary sewer systems served by the ARTP where such lateral sewer is for the delivery of sewage to be transported by the KCI and treated by the ARTP.

- (b) The NW Oakland District may, by separate agreement with one or more of the Genesee Municipalities, assign any part of its allocated maximum rate of flow as measured in cfs in the KCI, as provided in this Agreement, to one or more of the Genesee Municipalities, or accept an assignment from one or more of the Genesee Municipalities of part of its allocated maximum rate of flow in the KCI, upon such terms as may be agreed upon, and in each case subject to the written approval of the County Agency, which approval shall not be unreasonably withheld. No assignment of capacity rights as provided in this Section 11(b) shall in any way affect, change or in any way diminish the obligations of the NW Oakland District as set forth in this Agreement.

12. Governing Law. This Agreement is made and entered into in the state of Michigan and shall be interpreted, enforced, and governed under the laws of the state of Michigan. The language of this Agreement is intended to be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

13. Lawsuits and Claims. The Parties agree that each must bear all the costs (direct or indirect) and expenses of any lawsuits, disputes, or claims of any kind arising directly or indirectly out of this Agreement.

14. Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.

15. Governmental Function. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege power, obligation, duty, or immunity of the Parties. The obligations in this Agreement are in the exercise or discharge of a governmental function.

16. Notices. Notice of a legal nature shall be sent by certified first class mail, return receipt requested or by personal delivery as follows:

County and County Agency:

Jeff Wright  
Genesee County Drain Commissioner  
G-4610 Beecher Rd.  
Flint, Michigan 48532

NW Oakland District:

Jim Nash  
Oakland County Water Resources Commissioner  
One Public Works Drive, Building 95-West  
Waterford, Michigan 48328

All Notices shall be considered delivered to a Party on the date of receipt as represented by the return receipt or by proof of personal service. Any Notice given must be signed by an authorized representative.

17. Entire Agreement, Amendment, Counterparts, and Enforceability. This Agreement sets forth the entire understanding of the Parties concerning its subject matter. The terms and conditions are contractual and not mere recital. This Agreement may be amended only by a writing executed by all Parties with persons with legal authority to bind the respective Party. This Agreement may be executed in several counterparts, each of which shall be considered an original, but all of which shall constitute one and the same instrument. The exhibits and the recital and whereas provisions of this Agreement are considered an integral part of this Agreement. If any provision of this Agreement is judicially determined to be invalid or unenforceable, the remainder of this Agreement (other than those found to be invalid or unenforceable) is not affected and is enforceable, provided that the invalid or unenforceable provision does not substantially alter the Agreement or make execution impractical.

18. Successor and Assigns. This Agreement is binding on, and for the benefit of, the Parties and their respective their successors and assigns.

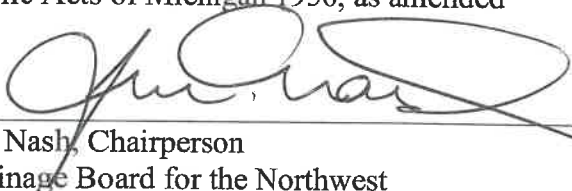
19. Effective Date. This Agreement shall become effective as of the date first written above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the date and year first above written.

In the presence of:

**NORTHWEST OAKLAND SANITARY DRAIN DRAINAGE DISTRICT**, a drainage district organized and existing under and pursuant to Chapter 20 of Act No. 40, Public Acts of Michigan 1956, as amended

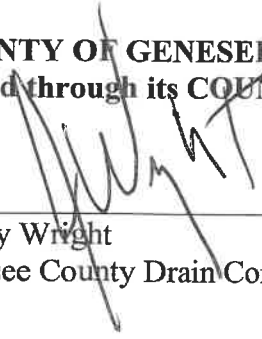
  
BRIAN COBURN

By   
Jim Nash, Chairperson  
Drainage Board for the Northwest  
Oakland Sanitary Drain Drainage District

In the presence of:

**COUNTY OF GENESEE, MICHIGAN,**  
by and through its **COUNTY AGENCY**

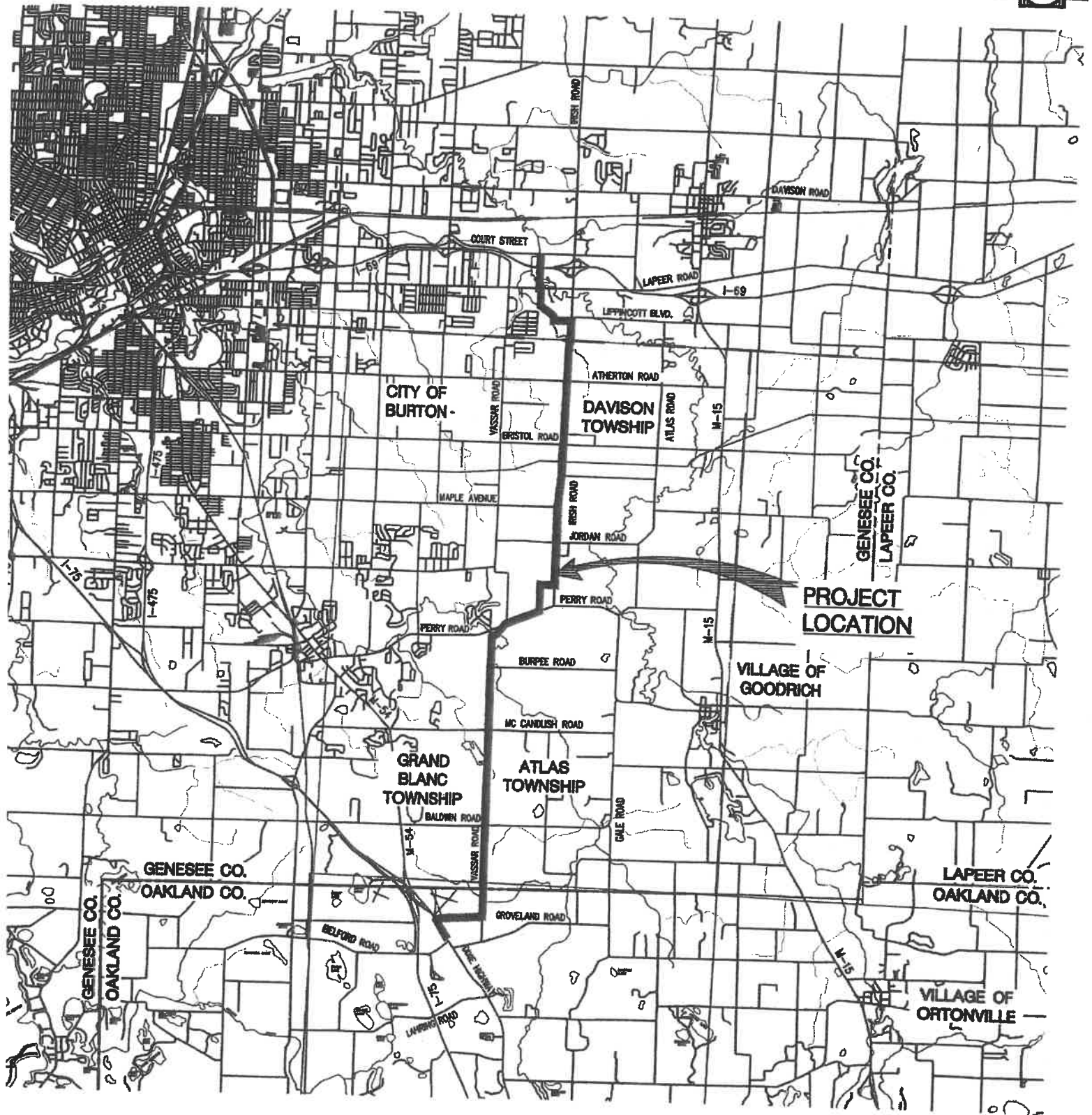
  
John F. O'Brien

By   
Jeffrey Wright  
Genesee County Drain Commissioner

**EXHIBIT A**

**KCI ROUTE**

EXHIBIT A  
KCI PHASE 1



LOCATION MAP

**EXHIBIT B**

**KEARSLEY CREEK SERVICE AREA**

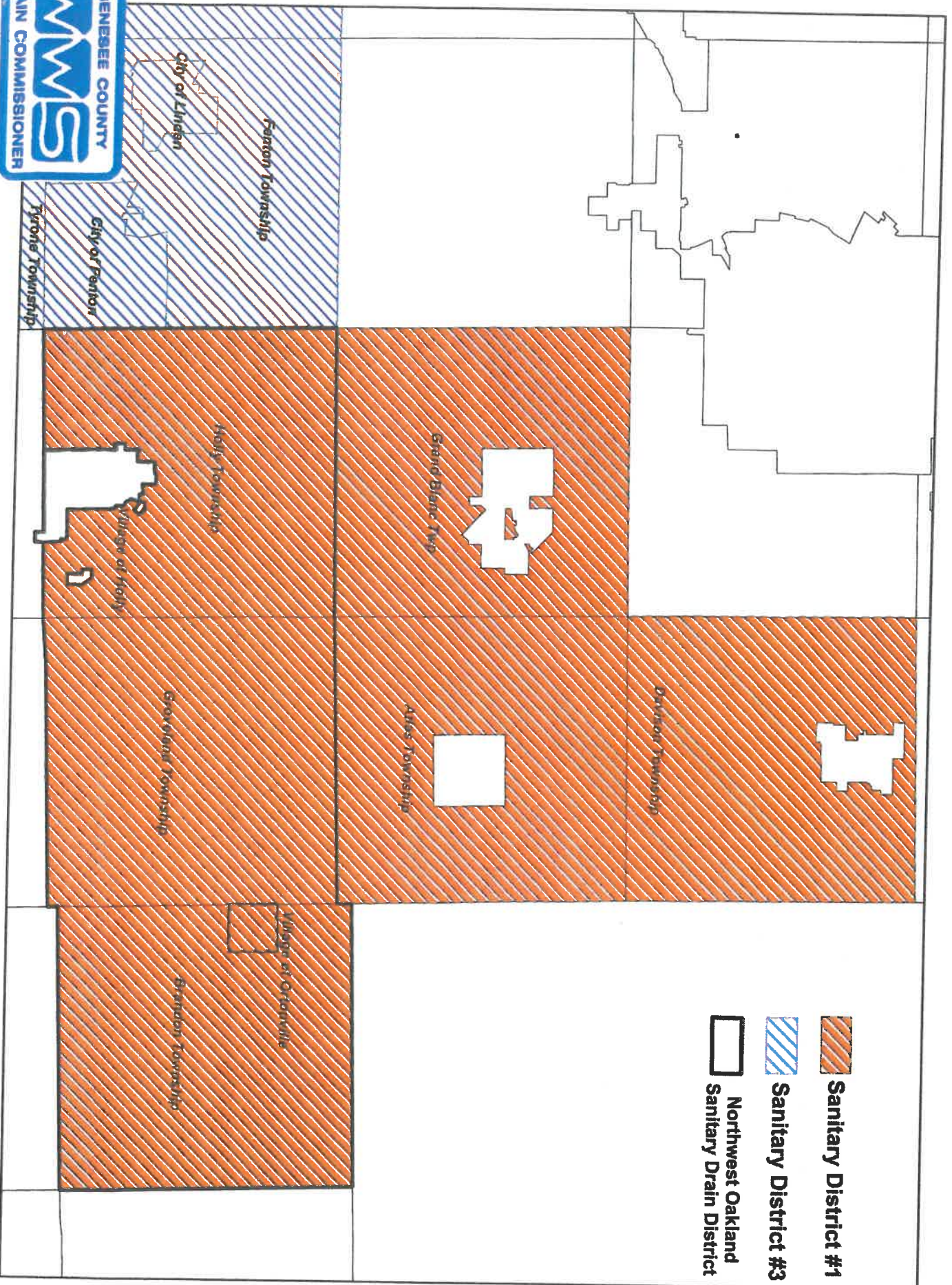


# KCI Service Area

Exhibit B



-  Sanitary District #1
-  Sanitary District #3
-  Northwest Oakland Sanitary Drain District





## **9. Wilmont Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE WILMONT DRAIN**

July 18, 2023

1. Call meeting to order
2. Approve minutes of meeting of March 28, 2023
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$10,500.00
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD  
FOR THE WILMONT DRAIN**

March 28, 2023

A meeting of the Drainage Board for the Wilmont Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 28<sup>th</sup> day of March 2023.

The meeting was called to order by the Chairperson.

PRESENT: Anne Vaara, Chairperson, Chief Deputy Oakland County Water Resources Commissioner

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

ABSENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

Minutes of the meeting held January 24, 2023, were presented for consideration. It was moved by Markham, supported by Vaara, that the minutes be approved.

ADOPTED: Yeas - 2  
Nays - 0

Chairperson Vaara asked if there were any public comments. There were none.

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$2,340.00 (as attached) was presented. It was moved by Markham, supported by Vaara, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$2,340.00.

ADOPTED: Yeas - 2  
Nays - 0

It was moved by Vaara, supported by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Ms. Markham.

ADOPTED: Yeas - 2  
Nays - 0

There being no further business, the meeting was adjourned.



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Anne Vaara, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Wilmont Drain, Oakland County, Michigan, held on the 28<sup>th</sup> day of March 2023, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for the Wilmont Drain Drainage District.



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Anne Vaara, Chairperson

Dated: March 28, 2023

**MEMO TO:** Mr. Jim Nash, Chairman  
of the Drainage Board for the WILMONT RELIEF DRAINS

**FROM:** Shawn Phelps, Chief of Fiscal Services  
OCWRC Accounting



For Shawn Phelps

**DATE:** July 18, 2023

**SUBJECT:** Request for Board approval of payment of the following invoices:

Date	Ref No.	Paid To		Amount
7/10/2023	MPR026809	Nancy Lewis	Invoice # - Parcel; Sidwell No 13-20-428-016 - Proj # 1-3632	\$ 10,500.00
			Total	\$ 10,500.00