

NOTICE OF MEETINGS
DRAINAGE BOARD FOR THE FOLLOWING DRAINS:

1. Northwest Oakland Sanitary Sewer Drain
2. George W. Kuhn Drain
3. Acacia Park CSO Drain
4. Birmingham CSO Drain
5. Bloomfield Village CSO Drain
6. Clinton River Water Resource Recovery Facility
7. Evergreen-Farmington Sanitary Sewer Drain
8. Barnard Drain
9. Bishop Drain
10. Caddell Drain
11. Minnow Pond Drain
12. Tribute Drain
13. Wilmont Relief Drain
14. David L. Moffitt Drain
15. Moore 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, AUGUST 22, 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. PERSONS WITH DISABILITIES WHO NEED ASSISTANCE PARTICIPATING IN THE MEETING SHOULD CONTACT STEPHANIE LAJDZIAK AT LAJDZIAKS@OAKGOV.COM.

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

Posted by: August 18, 2023

Microsoft Teams meeting

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1. Northwest Oakland Sanitary Sewer Drain

AGENDA

DRAINAGE BOARD FOR THE NORTHWEST OAKLAND SANITARY SEWER DRAIN

August 22, 2023

1. Call meeting to order.
2. Approve minutes of meeting of July 18, 2023.
3. Offer and file proofs of publication and of mailing of notice of the hearing.
4. Open the hearing.
5. Receive written objections.
6. Ask for comments or objections from those present.
7. Close the hearing.
8. Adopt resolution to confirm apportionment and direct the Chairperson to issue a Final Order of Apportionment.
9. Chairperson execute Final Order of Apportionment and present it to the Board.
10. Motion to approve and file Final Order of Apportionment.
11. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$3,081.00
12. Other Business.
13. Approve pro rata payment to Drainage Board members
14. Adjourn.

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

July 18, 2023

A meeting of the Drainage Board for the Northwest Oakland Sanitary Sewer 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 18th day of July 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

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

ABSENT: None.

Minutes of the meeting held June 27, 2023, 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.

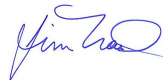
A memorandum from Brian Coburn, P.E., Manager, dated July 18, 2023, requesting the Board approve the Oakland County American Rescue Plan Act (ARPA) Grant Agreement was presented. It was moved by Markham, supported by Woodward, to approve the Oakland County American Rescue Plan Act (ARPA) Grant Agreement as presented.

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 Mr. Woodward and Ms. Markham.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

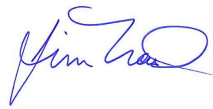


Jim Nash, Chairperson

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 Northwest Oakland Sanitary Sewer Drain, Oakland County, Michigan, held on the 18th day of July 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 Northwest Oakland Sanitary Sewer Drain Drainage District.



Jim Nash, Chairperson

Dated: July 18, 2023

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	22.6%

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 22nd 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.

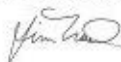
NOTICE IS FURTHER GIVEN, that the plans, specifications, route and course and estimate of cost of the Northwest Oakland Sanitary Sewer Drain and also a description of the area to be served thereby are on file in the office of the Oakland County Water Resources Commissioner, One Public Works Drive, Waterford, 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.



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

AFFIDAVIT OF MAILING NOTICE OF HEARING

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

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

Stephanie Lajdziak, of the office of the Oakland County Water Resources Commissioner, of the County and State aforesaid, being duly sworn, deposes and says that on July 18, 2023 by United States certified mail, return receipt requested, she mailed (at least 20 days before the hearing described) a copy of the attached Notice of Meeting to Hear Objections to Apportionment of the Northwest Oakland Sanitary Sewer Drain project with respect to the hearing to be held on August 22, 2023 to the following persons:

- SEE ATTACHED SERVICE LIST

Stephanie Lajdziak

Stephanie Lajdziak, Staff Assistant

Subscribed and sworn to before me
this 18th day of July 2023

Bette J. Twyman

NOTARY PUBLIC, Oakland County, Michigan

BETTE J. TWYMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 30, 2024
ACTING IN COUNTY OF

Oakland

1. Township of Holly
Attn: Karin Winchester, Township Clerk
102 Civic Drive
Holly, MI 48442

Article No.: 7018 2290 0002 1421 2940

2. Township of Groveland
Attn: Patti Back, Township Clerk
4695 Grange Hall
Groveland Township, MI 48442

Article No.: 7018 2290 0002 1421 2957

3. Village of Ortonville
Attn: Amber Wilson, Village Clerk
476 Mill Street
P.O. Box 928
Ortonville, MI 48462

Article no.: 7018 2290 0002 1421 2926

4. Charter Township of Brandon
Attn: Roselyn Blair, Township Clerk
395 Mill Street
P.O. Box 929
Ortonville, MI 48462

Article No.: 7018 2290 0002 1421 2933

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

August 22, 2023

At a meeting of the Drainage Board for the Northwest Oakland Sanitary Sewer Drain held in Waterford, Michigan, on the 22nd day of August, 2023.

PRESENT:

ABSENT:

The meeting was called to order by the Chairperson.

The Chairperson presented the minutes of the meeting of this Board held on July 18, 2023. Upon motion by _____, seconded by _____ 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 Northwest Oakland Sanitary Sewer Drain as tentatively adopted by this Drainage Board on June 27, 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 Northwest Oakland Sanitary Sewer Drain as set forth in the resolution of this Board adopted June 27, 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 _____ and seconded by _____:

WHEREAS, the Drainage Board for the Northwest Oakland Sanitary Sewer Drain, on the 27th day of June, 2023, tentatively established an apportionment of the cost of the Northwest Oakland Sanitary Sewer Drain, to be borne by the several public corporations, as follows:

Village of Ortonville	22.8%
Township of Groveland	25.4%
Township of Holly	29.2%
Charter Township of Brandon	— 22.6%

; and

WHEREAS, after due notice the Drainage Board met on the 22nd day of August, 2023 to hear any objections to the apportionment; and

WHEREAS, the apportionment of the cost of the Northwest Oakland Sanitary Sewer Drain 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 Northwest Oakland Sanitary Sewer Drain necessary;

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

WHEREAS, the Northwest Oakland Sanitary Sewer Drain is necessary for the public health.

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

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 --

Nays --

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 August 22, 2023.

It was moved by _____ and seconded by _____ that the Final Order of Apportionment In Re Northwest Oakland Sanitary Sewer Drain, dated August 22, 2023, be approved and filed with the Chairperson.

ADOPTED: Yeas --

Nays --

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

Chairperson

August 22, 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 Northwest Oakland Sanitary Sewer Drain, Oakland County, Michigan, held on August 22, 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.

Chairperson of the Drainage Board

Dated: August 22, 2023

4876-5494-5910 v1 [12840-435]

FINAL ORDER OF APPORTIONMENT
IN RE
NORTHWEST OAKLAND SANITARY SEWER DRAIN

In accordance with a resolution adopted by the Drainage Board for the Northwest Oakland Sanitary Sewer Drain on the 22nd day of August, 2023, the apportionment of the cost, if any, of the Northwest Oakland Sanitary Sewer Drain to be borne by the several public corporations is as follows:

Village of Ortonville	22.8%
Township of Groveland	25.4%
Township of Holly	29.2%
Charter Township of Brandon	<u>22.6%</u>
	100.000%

DRAINAGE BOARD FOR THE NORTHWEST
OAKLAND SANITARY SEWER DRAIN

By _____
Chairperson

Dated: August 22, 2023

Filed: August 22, 2023

4884-0566-0790 v1 [12840-435]

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the NORTHWEST OAKLAND SANITARY DRAIN

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

Shawn Phelps

DATE: August 22, 2023

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

Date	Ref No.	Paid To	For	Amount
7/25/2023	V # SINV00197010	Dickinson Wright PLLC	Invoice # 1827071 - Legal Services - 06/30/23 - Proj # 1-7076	\$ 3,081.00
			Total - Proj #1-7076	\$ 3,081.00

2. George W. Kuhn Drain

AGENDA

DRAINAGE BOARD FOR THE GEORGE W. KUHN DRAIN

August 22, 2023

1. Call meeting to order
2. Approve minutes of meeting of July 18, 2023
3. Public Comments
4. Present Memorandum from Lynne Seymour, P.E., Chief Engineer, dated August 22, 2023, requesting the Board authorize Drummond Carpenter to commence work outlined in its July 27, 2023, proposal for a not-to-exceed cost of \$71,600
5. Present Memorandum from George Nichols, P.E., Civil Engineer III, dated August 22, 2023, requesting the Board award the construction contract to Doetsch Environmental Services in the amount of \$685,553.25 and to authorize the Chairperson to execute the contract once available
6. Present Construction Estimate No. 2 for Dan's Excavating, Inc. for Construction of the I-75 Tunnel Pump Station Alternate Outlet in the amount of \$237,354.62 with a transfer to the Oakland County Treasurer in the amount of \$4,843.97
7. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$152,821.25
8. 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
9. Other business
10. Approve pro rata payment to Drainage Board members
11. Adjourn

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

July 18, 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 18th day of July 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

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

ABSENT: None.

Minutes of the meeting held June 27, 2023, were presented for consideration. It was moved by Woodward, supported by Markham, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

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

Patrick Kennedy with Meadowbrook Insurance Agency presented a proposal for potential insurance policies for the District's regarding coverage for Public Officials Liability, General Liability, Excess Liability and Pollution Liability. Mr. Kennedy advised that through negotiations on behalf of the Drainage District, Liberty Mutual presented the most favorable rate for the coverage needs of the District. It was moved by Markham, supported by Woodward, to approve and bind the insurance policy recommendation as presented, authorize the Chairperson to execute the coverage documents and authorize payment of the premium and related invoices.

ADOPTED: Yeas - 3
Nays - 0

A 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 was presented. It was moved by Markham, supported by Woodward, to authorize Tetra Tech to commence work outlined in its June 23, 2023, proposal for a not-to-exceed cost of \$96,490 as presented.

ADOPTED: Yeas - 3
Nays - 0

A motion was made by Markham, supported by Woodward, to enter into closed session at 2:21 p.m. to discuss a memorandum with the Drainage District's attorney, which is exempt from disclosure as subject to attorney-client privilege pursuant to section 13(1)(g) of the Freedom of Information Act.

ADOPTED: Yeas - 3
Nays - 0

Chairperson Nash declared the closed session ended at 2:50 p.m.

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$51,532.88 (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 \$51,532.88.

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 Mr. Woodward and Ms. Markham.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

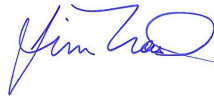


Jim Nash, Chairperson

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 George W. Kuhn Drain, Oakland County, Michigan, held on the 18th day of July 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.



Jim Nash, Chairperson

Dated: July 18, 2023

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

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

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

SUBJECT: Proposal for Green Stormwater Infrastructure (GSI) Monitoring and Grant Assistance

DATE: August 22, 2023

In April 2022, Oakland County became a Clinton River Watershed Council designated WaterTown® participant. A WaterTown® is a community-based, place-making initiative designed to help municipalities in the Clinton River Watershed leverage assets to help improve water quality and alleviate climate change impacts by promoting and implementing green infrastructure and advancing water-oriented community and recreation opportunities. Oakland County is the first county to receive the WaterTown® designation in the Clinton River watershed.

Drummond Carpenter, PLLC, an engineering and research consulting firm under contract with the Clinton River Watershed Council WaterTown® program, assisted Oakland County in developing a conceptual design (attached) to incorporate green stormwater infrastructure and place-making opportunities at Catalpa Oaks located in Southfield. The Middle Section of the Twelve Towns Drain runs north and south through Catalpa Oaks within the GWK Drainage District.

As part on the on-going effort to promote green stormwater initiatives within the GWK District, The WRC has asked Drummond Carpenter to provide a proposal to aid in monitoring the performance of proposed Best Management Practices for capturing stormwater and reducing pollutant loads and provide grant assistance to seek funding to implement the parking lot green stormwater infrastructure conceptual plan. This contract will result in pre-monitoring data to capture existing water quality and stormwater runoff volumes. It will also provide grant assistance to offset project costs for implementing the green stormwater infrastructure. Additional key proposal elements include:

- Develop a pre- and post-monitoring strategy for the proposed GSI techniques.
- Create a USEPA-style Quality Assurance Project Plan (QAPP) for the monitoring plan.
- Conduct site visits as requested by the WRC to oversee equipment installation and sampling protocols.
- Advance conceptual designs and develop cost estimates for GSI improvements.
- Determine metrics through pollutant load reduction calculations and hydrologic modeling.

Board Action Requested: Authorize Drummond Carpenter to commence work outlined in its July 27, 2023, proposal for a not-to-exceed cost of \$71,600.

27 July 2023

To: Lynne Seymour, PE
Chief Engineer
Oakland County Water Resources Commissioners Office

via email: seymourl@oakgov.com

Subject: Proposal to Assist with the Implementation of a GSI Research and Demonstration Park for Catalpa Oaks Park

Lynne,

Drummond Carpenter, PLLC (Drummond Carpenter) is pleased to present this proposed scope of work (SOW) to Oakland County Water Resources Commissioners (OCWRC) to assist with the implementation of a green stormwater infrastructure (GSI) research and demonstration park at Catalpa Oaks Park (Southfield) within the GWK Drain District. Drummond Carpenter's efforts on this project will be led by Donald Carpenter, PhD, PE, LEED AP.

Drummond Carpenter has developed a conceptual GSI plan for the park under their contract with Clinton River Watershed Council (CWRC) as part of the WaterTowns program. Further refinement of the GSI plan could occur under this scope of work, but development of construction documents and specifications would be under a different Scope. Based on our conversations, Drummond Carpenter understands that this initial phase represents the development of a monitoring plan and to aid with grant applications.

Scope of Work

The initial scope of work includes the following and broken into three tasks:

- Task 1 – Technical Assistance
 - Develop a pre- and post-monitoring strategy for the tentatively proposed GSI techniques.
 - Create a USEPA-style Quality Assurance Project Plan (QAPP) for the monitoring plan ¹
 - Meet with consultants, contractors and vendors as requested by OCWRC to discuss stormwater monitoring.
 - Conduct site visits as requested by OCWRC to oversee equipment installation and sampling protocols.
 - Attend planning meetings (either in-person or virtual) as required.
 - Analyze pre-construction monitoring data.

¹ The QAPP for this project may not be 100% compliant with USEPA requirements and will not likely be submitted for approval (unless requested as part of grant funding). The QAPP is being developed to inform the monitoring plan and to increase the likelihood of quality data in support of proposal efforts.

OCWRC Professional Services

10 August 2023

- Task 2 – Grant Assistance
 - Assist in identifying funding sources and developing proposals for funding of implementation, monitoring and outreach.
 - Advance conceptual designs and develop cost estimates for GSI improvements.
 - Determine metrics through pollutant load reduction calculations and hydrologic modeling.
 - Provide QA/QC of proposal sections developed by WRC staff who will lead in formulating proposal response and submittals.
- Task 3 – Miscellaneous Services
 - As requested, we have included an as-needed services task, if authorized by WRC staff, for ongoing assistance, meeting support, or technical guidance as directed including potentially supporting water quality data collection in conjunction with the Clinton River Watershed Council (CRWC).

Assumptions

Several key assumptions were made while preparing this proposal and the associated cost estimate. Overall assumptions include above-listed assumptions and the following:

- Final work products are limited to reports, memos, letters, or email comments.
- Costs have not been included for procurement of any subcontractors other than CRWC.
- Costs have not been included for legal support services such as depositions or testimony.
- Costs have not been included for the development of construction bid documents or complete construction document (CD) plan sets.
- Costs have not been included for purchasing equipment.
- Any water quality analysis or laboratory costs would be covered by WRC.

Contract Arrangement and Schedule

Drummond Carpenter will execute this agreement on a time and expense basis with WRC invoiced monthly for actual time and expenses incurred. Each invoice will include a summary of tasks and budget remaining. It is anticipated that tasks will commence on 1 September 2023 and all professional services will be completed within one-year (31 August 2024), but the timeframe can be extended upon mutual agreement. Drummond Carpenter requests an initial not-to-exceed budget of \$41,600 (approximately 240 hours) to perform the requested services under Task 1 and Task 2 and an additional \$30,000 is allocated for Task 3 to perform miscellaneous services as requested.

Please note that our ability to stay within this budget will be dependent upon the breadth and nature of the services requested of us. Should you request services which are outside of this scope of work, incurred costs will be charged on a time and materials basis using standard Drummond Carpenter rates as agreed upon. Work will not be performed outside of this scope of work without prior authorization by representatives of WRC.

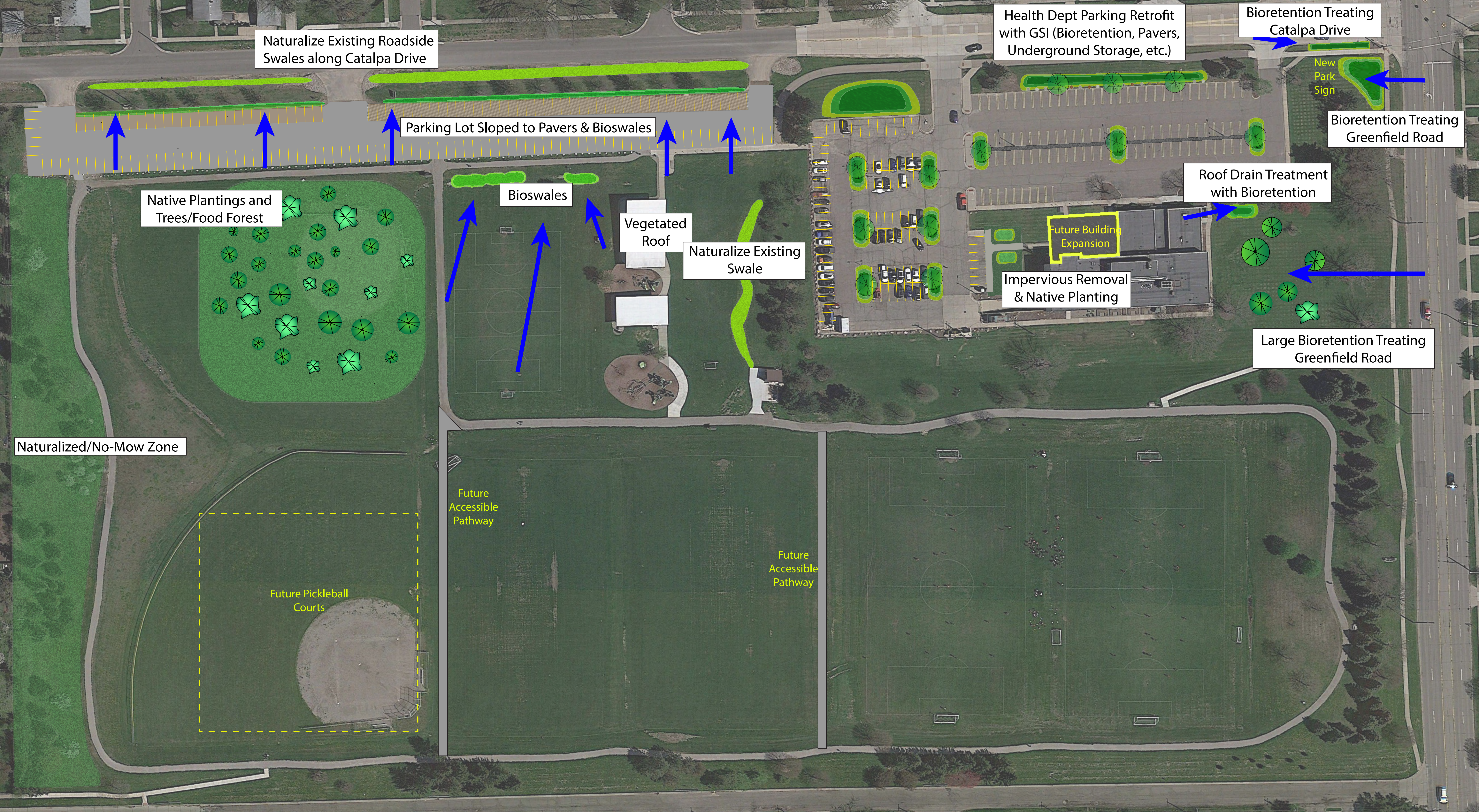
OCWRC Professional Services

10 August 2023

Best Regards,

A handwritten signature in dark ink, appearing to read "DD Carpenter", with a stylized, flowing script.

Donald D. Carpenter, PhD, PE, LEED AP
Principal



Naturalize Existing Roadside Swales along Catalpa Drive

Parking Lot Sloped to Pavers & Bioswales

Health Dept Parking Retrofit with GSI (Bioretention, Pavers, Underground Storage, etc.)

Bioretention Treating Catalpa Drive

New Park Sign

Bioretention Treating Greenfield Road

Native Plantings and Trees/Food Forest

Bioswales

Vegetated Roof

Naturalize Existing Swale

Roof Drain Treatment with Bioretention

Future Building Expansion

Impervious Removal & Native Planting

Large Bioretention Treating Greenfield Road

Naturalized/No-Mow Zone

Future Pickleball Courts

Future Accessible Pathway

Future Accessible Pathway

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

TO: Jim Nash, Chairman of the Drainage Board for the George W. Kuhn Drain

FROM: George P. Nichols, P.E., Civil Engineer III *GPN*

SUBJECT: George W. Kuhn CCTV Program
Fund #58510

DATE: August 22, 2023

On August 10, 2023, bids were opened for the 2023 GWK CCTV & Inspection project. This project consists of cleaning and televising (CCTV) the sewers within the Baldwin Drain, Campbell Drain, Lawson Drain and Twelve Towns Middle Drain. Bids were received from our as-needed contractors who specialize in CCTV services.

There were three (3) bids received and reviewed by Hubbell, Roth & Clark (HRC) as noted in the attached bid tabulation.

Doetsch Environmental Services.....	\$685,553.25
Pipeline Management.....	\$736,282.00
Advanced Underground Inspection.....	\$755,638.00

The low bidder was Doetsch Environmental Services out of Warren, Michigan. Our office has previously worked with Doetsch on several projects and find their work to be complete and thorough. The most recent project they performed for GWK was the Campbell Street Siphon Cleaning.

As stated in the attached letter from HRC, their team has worked with Doetsch Environmental on previous successful projects. During the bidding phase, HRC reached out to all the communities where cleaning and televising will be done to inform them of the upcoming project.

Our office, along with HRC, feel that Doetsch Environmental Services have the necessary staff, experience and equipment to meet the qualifications to complete this project. The GWK Drainage District Sewage Disposal fund has the necessary funds available to participate in this project.

Requested Action:

Authorization to award the construction contract to Doetsch Environmental Services in the amount of \$685, 553.25. It is also requested that the Chairperson be authorized to execute the contract once it is available for signature.



August 14, 2023

Oakland County Water Resources Commissioner
One Public Works Drive
Waterford, Michigan 48328

Attn: Mr. George Nichols, P.E.

Re: Bid Tabulation and Review of Bidding Documents
2023 G.W.K. Sewer Cleaning and Inspection

HRC Project No. 20220486

Dear Mr. Nichols:

Pursuant to your request, Hubbell, Roth & Clark, Inc. (HRC) issued the subject project for bids on July 19, 2023, with bids received on August 10, 2023. This project was an invitation-only bid. HRC received bids from three (3) contractors ranging from a high bid of \$755,638 to a low bid of \$685,553.25, with all bidders submitting bid bonds and the required Iran sanction documents. The Engineers Estimate for this project is \$750,864.88.

The low bidder was Doetsch Environmental Services, Inc, out of Warren Michigan. WRC and HRC has previously worked with Doetsch on several projects and is a currently blanket contractor for sewer maintenance services. Doetsch also specializes in large-diameter sewer cleaning, which is representative of the work included in the scope of the project.

In our capacity as Consulting Engineers for WRC, HRC has no objections for WRC awarding the contract to Doetsch Environmental Services, Inc. of Warren Michigan in the amount of \$685,553.25., subject to receiving the required insurance in accordance with the contract documents.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Matthew G. Hughes, P.E.
Project Engineer

Attachment (1) Bid Tabulation

pc: HRC; S. Duffy, K. Stickel, D. Mitchell, File
WRC; J. Say, File

Engineer's Estimate					Doetsch Environmental Services		Pipeline Management		Advanced Underground Inspection	
Hubbell Roth & Clark, Inc Bloomfield Hills, MI (248) 454-6300					21221 Mullin Ave Warren, MI (586) 755-2090		2673 E. Maple Rd Milford, MI (248) 685-1500		39101 Webb Drive Westland, MI (734) 721-0081	
Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
BASE BID - Division I - BALDWIN										
Item										
1. Mobilization (5% Max)	1	LS	\$2,500.00	\$2,500.00	\$100.00	\$100.00	\$5,400.00	\$5,400.00	\$5,400.00	\$5,400.00
2. Project Management	1	LS	\$4,000.00	\$4,000.00	\$100.00	\$100.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
3. Permit Allowance	1	DLR	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
4. Clean and Televis, PACP Reporting, 12" Combined Sewer	30	LFT	\$1.31	\$39.38	\$2.00	\$60.00	\$1.00	\$30.00	\$1.50	\$45.00
5. Clean and Televis, PACP Reporting, 24" Combined Sewer	578	LFT	\$1.50	\$867.00	\$2.00	\$1,156.00	\$2.50	\$1,445.00	\$3.00	\$1,734.00
6. Clean and Televis, PACP Reporting, 30" Combined Sewer	30	LFT	\$1.88	\$56.25	\$2.00	\$60.00	\$2.50	\$75.00	\$3.00	\$90.00
7. Clean and Televis, PACP Reporting, 36" Combined Sewer	309	LFT	\$1.88	\$579.38	\$2.00	\$618.00	\$2.75	\$849.75	\$3.00	\$927.00
8. Clean and Televis, PACP Reporting, 48" Combined Sewer	342	LFT	\$3.00	\$1,026.00	\$2.00	\$684.00	\$2.75	\$940.50	\$3.00	\$1,026.00
9. Clean and Televis, PACP Reporting, 54" Combined Sewer	3097	LFT	\$3.38	\$10,452.38	\$5.75	\$17,807.75	\$3.75	\$11,613.75	\$4.25	\$13,162.25
10. Clean and Televis, PACP Reporting, 60" Combined Sewer	1591	LFT	\$3.75	\$5,966.25	\$4.25	\$6,761.75	\$4.25	\$6,761.75	\$5.00	\$7,955.00
11. Clean and Televis, PACP Reporting, 72" Combined Sewer	3283	LFT	\$3.75	\$12,311.25	\$4.25	\$13,952.75	\$4.25	\$13,952.75	\$4.25	\$13,952.75
12. Clean and Televis, PACP Reporting, 78" Combined Sewer	3166	LFT	\$4.50	\$14,247.00	\$4.25	\$13,455.50	\$4.25	\$13,455.50	\$4.25	\$13,455.50
13. Clean and Televis, PACP Reporting, 84" Combined Sewer	3993	LFT	\$4.50	\$17,968.50	\$4.25	\$16,970.25	\$5.00	\$19,965.00	\$5.00	\$19,965.00
14. Clean and Televis, PACP Reporting, 90" Combined Sewer	3879	LFT	\$5.25	\$20,364.75	\$4.25	\$16,485.75	\$5.25	\$20,364.75	\$5.25	\$20,364.75
15. Locate and Expose Manhole, As Required	7	EA	\$200.00	\$1,400.00	\$1,500.00	\$10,500.00	\$500.00	\$3,500.00	\$500.00	\$3,500.00
16. Maintaining Traffic	1	LS	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
17. Restoration	1	LS	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Subtotal Amount of Bid - Division I				\$101,778.13		\$106,961.75		\$115,603.75		\$118,827.25
BASE BID - Division II - CAMPBELL										
Item										
18. Mobilization (5% Max)	1	LS	\$2,500.00	\$2,500.00	\$100.00	\$100.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
19. Project Management	1	LS	\$4,000.00	\$4,000.00	\$5,500.00	\$5,500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
20. Permit Allowance	1	DLR	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
21. Clean and Televis, PACP Reporting, 12" Combined Sewer	165	LFT	\$1.31	\$216.56	\$2.00	\$330.00	\$1.00	\$165.00	\$1.50	\$247.50
22. Clean and Televis, PACP Reporting, 24" Combined Sewer	15	LFT	\$1.50	\$22.50	\$2.00	\$30.00	\$2.50	\$37.50	\$3.00	\$45.00
23. Clean and Televis, PACP Reporting, 30" Combined Sewer	1049	LFT	\$1.88	\$1,966.88	\$5.75	\$6,031.75	\$2.50	\$2,622.50	\$3.00	\$3,147.00
24. Clean and Televis, PACP Reporting, 33" Combined Sewer	50	LFT	\$2.63	\$131.25	\$5.75	\$287.50	\$2.75	\$137.50	\$3.00	\$150.00
25. Clean and Televis, PACP Reporting, 36" Combined Sewer	18	LFT	\$1.88	\$33.75	\$5.75	\$103.50	\$2.75	\$49.50	\$3.00	\$54.00
26. Clean and Televis, PACP Reporting, 39" Combined Sewer	563	LFT	\$2.63	\$1,477.88	\$5.75	\$3,237.25	\$2.75	\$1,548.25	\$3.00	\$1,689.00
27. Clean and Televis, PACP Reporting, 42" Combined Sewer	1282	LFT	\$2.81	\$3,605.63	\$5.75	\$7,371.50	\$2.75	\$3,525.50	\$3.00	\$3,846.00
28. Clean and Televis, PACP Reporting, 48" Combined Sewer	641	LFT	\$3.00	\$1,923.00	\$5.75	\$3,685.75	\$2.75	\$1,762.75	\$3.00	\$1,923.00
29. Clean and Televis, PACP Reporting, 54" Combined Sewer	1098	LFT	\$3.00	\$3,294.00	\$4.25	\$4,666.50	\$3.75	\$4,117.50	\$4.00	\$4,392.00
30. Clean and Televis, PACP Reporting, 72" Combined Sewer	1992	LFT	\$3.75	\$7,470.00	\$4.25	\$8,466.00	\$4.25	\$8,466.00	\$5.00	\$9,960.00
31. Clean and Televis, PACP Reporting, 78" Combined Sewer	1495	LFT	\$4.50	\$6,727.50	\$4.25	\$6,353.75	\$4.25	\$6,353.75	\$4.25	\$6,353.75
32. Clean and Televis, PACP Reporting, 84" Combined Sewer	1198	LFT	\$5.25	\$6,289.50	\$4.25	\$5,091.50	\$5.00	\$5,990.00	\$5.00	\$5,990.00
33. Clean and Televis, PACP Reporting, 108" Combined Sewer	8003	LFT	\$5.63	\$45,016.88	\$4.25	\$34,012.75	\$5.25	\$42,015.75	\$5.25	\$42,015.75
34. Clean and Televis, PACP Reporting, 114" Combined Sewer	5223	LFT	\$6.00	\$31,338.00	\$4.25	\$22,197.75	\$5.25	\$27,420.75	\$5.25	\$27,420.75
35. Clean and Televis, PACP Reporting, 120" Combined Sewer	5050	LFT	\$9.00	\$45,450.00	\$4.25	\$21,462.50	\$5.25	\$26,512.50	\$5.25	\$26,512.50
36. Locate and Expose Manhole, As Required	2	EA	\$400.00	\$400.00	\$1,500.00	\$3,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
37. Maintaining Traffic	1	LS	\$5,000.00	\$5,000.00	\$42,000.00	\$42,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
38. Restoration	1	LS	\$2,000.00	\$2,000.00	\$1.00	\$1.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Subtotal Amount of Bid - Division II				\$169,363.31		\$174,429.00		\$156,724.75		\$159,746.25
BASE BID - Division III - LAWSON										

Engineer's Estimate					Doetsch Environmental Services		Pipeline Management		Advanced Underground Inspection	
Hubbell Roth & Clark, Inc Bloomfield Hills, MI (248) 454-6300					21221 Mullin Ave Warren, MI (586) 755-2090		2673 E. Maple Rd Milford, MI (248) 685-1500		39101 Webb Drive Westland, MI (734) 721-0081 LLC	
Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
<u>Item</u>										
39. Mobilization (5% Max)	1	LS	\$2,000.00	\$2,000.00	\$100.00	\$100.00	\$6,300.00	\$6,300.00	\$6,300.00	\$6,300.00
40. Project Management	1	LS	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
41. Permit Allowance	1	DLR	\$500.00	\$500.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
42. Clean and Televis, PACP Reporting, 10" Combined Sewer	85	LFT	\$1.13	\$95.63	\$2.00	\$170.00	\$1.00	\$85.00	\$1.50	\$127.50
43. Clean and Televis, PACP Reporting, 12" Combined Sewer	33	LFT	\$1.31	\$43.31	\$2.00	\$66.00	\$1.00	\$33.00	\$1.50	\$49.50
44. Clean and Televis, PACP Reporting, 24" Combined Sewer	1863	LFT	\$1.50	\$2,794.50	\$5.75	\$10,712.25	\$2.50	\$4,657.50	\$2.50	\$4,657.50
45. Clean and Televis, PACP Reporting, 30" Combined Sewer	1268	LFT	\$1.88	\$2,377.50	\$5.75	\$7,291.00	\$2.50	\$3,170.00	\$3.00	\$3,804.00
46. Clean and Televis, PACP Reporting, 48" Combined Sewer	1588	LFT	\$3.00	\$4,764.00	\$5.75	\$9,131.00	\$2.75	\$4,367.00	\$3.00	\$4,764.00
47. Clean and Televis, PACP Reporting, 60" Combined Sewer	1666	LFT	\$3.38	\$5,622.75	\$4.25	\$7,080.50	\$4.25	\$7,080.50	\$5.00	\$8,330.00
48. Clean and Televis, PACP Reporting, 72" Combined Sewer	1403	LFT	\$3.75	\$5,261.25	\$4.25	\$5,962.75	\$4.25	\$5,962.75	\$5.00	\$7,015.00
49. Clean and Televis, PACP Reporting, 78" Combined Sewer	2062	LFT	\$4.50	\$9,279.00	\$4.25	\$8,763.50	\$4.25	\$8,763.50	\$4.25	\$8,763.50
50. Clean and Televis, PACP Reporting, 84" Combined Sewer	2612	LFT	\$5.25	\$13,713.00	\$4.25	\$11,101.00	\$5.00	\$13,060.00	\$5.00	\$13,060.00
51. Clean and Televis, PACP Reporting, 90" Combined Sewer	6017	LFT	\$5.63	\$33,845.63	\$4.25	\$25,572.25	\$5.25	\$31,589.25	\$5.25	\$31,589.25
52. Clean and Televis, PACP Reporting, 96" Combined Sewer	5853	LFT	\$5.63	\$32,923.13	\$4.25	\$24,875.25	\$5.25	\$30,728.25	\$5.25	\$30,728.25
53. Locate and Expose Manhole, As Required	1	EA	\$250.00	\$250.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$500.00	\$500.00
54. Maintaining Traffic	1	LS	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
55. Restoration	1	LS	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Subtotal Amount of Bid - Division III				\$122,469.69	\$117,576.50		\$133,546.75		\$136,938.50	
BASE BID - Division IV - TWELVE TOWNS										
<u>Item</u>										
56. Mobilization (5% Max)	1	LS	\$2,000.00	\$2,000.00	\$100.00	\$100.00	\$15,900.00	\$15,900.00	\$15,900.00	\$15,900.00
57. Project Management	1	LS	\$4,000.00	\$4,000.00	\$9,000.00	\$9,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
58. Permit Allowance	1	DLR	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
59. Clean and Televis, PACP Reporting, 36" Combined Sewer	916	LFT	\$1.88	\$1,717.50	\$5.75	\$5,267.00	\$2.75	\$2,519.00	\$2.75	\$2,519.00
60. Clean and Televis, PACP Reporting, 42" Combined Sewer	2854	LFT	\$2.81	\$8,026.88	\$5.75	\$16,410.50	\$2.75	\$7,848.50	\$2.75	\$7,848.50
61. Clean and Televis, PACP Reporting, 48" Combined Sewer	1290	LFT	\$3.00	\$3,870.00	\$5.75	\$7,417.50	\$2.75	\$3,547.50	\$2.75	\$3,547.50
62. Clean and Televis, PACP Reporting, 54" Combined Sewer	1797	LFT	\$3.00	\$5,391.00	\$5.75	\$10,332.75 *	\$3.75	\$6,738.75	\$3.75	\$6,738.75
63. Clean and Televis, PACP Reporting, 60" Combined Sewer	1718	LFT	\$3.38	\$5,798.25	\$4.25	\$7,301.50	\$4.25	\$7,301.50	\$4.25	\$7,301.50
64. Clean and Televis, PACP Reporting, 66" Combined Sewer	2667	LFT	\$3.38	\$9,001.13	\$4.25	\$11,334.75	\$4.25	\$11,334.75	\$4.25	\$11,334.75
65. Clean and Televis, PACP Reporting, 72" Combined Sewer	4119	LFT	\$3.75	\$15,446.25	\$4.25	\$17,505.75	\$4.25	\$17,505.75	\$4.25	\$17,505.75
66. Clean and Televis, PACP Reporting, 78" Combined Sewer	1842	LFT	\$4.50	\$8,289.00	\$4.25	\$7,828.50	\$4.25	\$7,828.50	\$4.25	\$7,828.50
67. Clean and Televis, PACP Reporting, 84" Combined Sewer	6433	LFT	\$4.50	\$28,948.50	\$4.25	\$27,340.25	\$5.00	\$32,165.00	\$5.00	\$32,165.00
68. Clean and Televis, PACP Reporting, 90" Combined Sewer	2888	LFT	\$4.88	\$14,079.00	\$4.25	\$12,274.00	\$5.25	\$15,162.00	\$5.25	\$15,162.00
69. Clean and Televis, PACP Reporting, 96" Combined Sewer	2658	LFT	\$4.88	\$12,957.75	\$4.25	\$11,296.50	\$5.25	\$13,954.50	\$5.25	\$13,954.50
70. Clean and Televis, PACP Reporting, 102" Combined Sewer	834	LFT	\$5.25	\$4,378.50	\$4.25	\$3,544.50	\$5.25	\$4,378.50	\$5.25	\$4,378.50
71. Clean and Televis, PACP Reporting, 108" Combined Sewer	6365	LFT	\$5.25	\$33,416.25	\$4.25	\$27,051.25	\$5.25	\$33,416.25	\$5.25	\$33,416.25
72. Clean and Televis, PACP Reporting, 114" Combined Sewer	11735	LFT	\$6.00	\$70,410.00	\$4.25	\$49,873.75	\$5.25	\$61,608.75	\$5.25	\$61,608.75

BID TABULATION
2023 George W. Kuhn Sewer Cleaning and Inspection
Oakland County Water Resources Commissioner
Oakland County

Bids Due: Thursday, August 10, 2023 at 10:00 a.m.
HRC Job # 20220486

Engineer's Estimate					Doetsch Environmental Services		Pipeline Management		Advanced Underground Inspection	
Hubbell Roth & Clark, Inc					21221 Mullin Ave		2673 E. Maple Rd		39101 Webb Drive	
Bloomfield Hills, MI (248) 454-6300					Warren, MI (586) 755-2090		Milford, MI (248) 685-1500		Westland, MI (734) 721-0081	
Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
73. Clean and Televiser, PACP Reporting, 132" Combined Sewer	3268	LFT	\$6.38	\$20,833.50	\$4.25	\$13,889.00	\$5.25	\$17,157.00	\$6.00	\$19,608.00
74. Clean and Televiser, PACP Reporting, 159" Combined Sewer	9691	LFT	\$10.50	\$101,755.50	\$4.25	\$41,186.75	\$5.25	\$50,877.75	\$6.00	\$58,146.00
75. Clean and Televiser, PACP Reporting, 36x60 Rectangular Box	31	LFT	\$17.25	\$534.75	\$4.25	\$131.75	\$5.25	\$162.75	\$5.25	\$162.75
76. Locate and Expose Manhole, As Required	2	EA	\$200.00	\$400.00	\$1,500.00	\$3,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
77. Maintaining Traffic	1	LS	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
78. Restoration	1	LS	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Subtotal Amount of Bid - Division IV				\$357,253.75	\$286,586.00 *		\$330,406.75		\$340,126.00	
TOTAL BID AMOUNT DIV I - IV				\$750,864.88	\$685,553.25 *		\$736,282.00		\$755,638.00 *	

ENGINEER: Matthew Hughes, P.E.
Hubbell, Roth & Clark, Inc.
555 Hulet Drive
Bloomfield Hills, MI 48302

Other Bidders:
None

* Corrected by Engineer
Note:
Engineer's Estimate: \$750,864.88

**Jim Nash, Oakland County Water Resources Commissioner
George W. Kuhn Drainage District
For Construction of the I-75 Tunnel Pump Station Alternate Outlet
Madison Heights, MI
Oakland County, Michigan**

Construction Estimate No. 2

8/30/2022 to 6/30/2023

Department No. : CCN6010101

Fund No. : FND58520

Project No. : PRJ-12847

Account No. : 730373

Program No. : PRG149999

Activity : PRJ-12847-1-STANDARD

Vendor No. : 30060

Contract No. : CON9917

Date of Contract : 11/3/2021

Completion Date : 9/30/2024

Contractor :

Dan's Excavating, Inc.

12955 23 Mile Road

Shelby Township, MI 48315

Original Contract Amount:	\$484,397.18
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Previous Change Order Numbers (none):	\$0.00
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Change Orders This Estimate Numbers (none):	\$0.00
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Total Net Change Orders:	\$0.00
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Adjusted Contract Amount:	\$484,397.18
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Subtotal To Date:	\$435,957.46
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Less Deductions to Date:	\$0.00
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Gross Estimate: (Work in Place)	90.00%	\$435,957.46
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Less Amount Reserved: (5% of Adjusted Contract Amount)	\$24,219.86
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Total Amount Allowed To Date:	\$411,737.60
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Less Previous Estimates:	\$174,382.98
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Net Payment Request To Be Paid To Contractor:	\$237,354.62
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Reserve Payment to Contractor	\$0.00
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Balance of Contract To Date	\$48,439.72	Accounting Auditor:
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Less Previous Transfers To Reserve:	\$19,375.89
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Amount of Current Transfer:	\$4,843.97
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Prepared by: _____
Jason Say - Project Engineer

Date: _____

Recommended by: _____
Ryan Wagar, P.E. - AECOM

Date: _____

Approved by: _____
Gary Nigro, P.E. - 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 GEORGE W. KUHN DRAIN

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

DATE: August 22, 2023

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

Payable To	Ref No.	For	Amount
Orchard Hiltz & McCliment Inc	TBP	Invoice # 65599 - Professional Services - 07/22/23	\$ 513.33
D'Angelo Brothers Inc	TBP	Invoice # 8930-KUHN - Contracted Services	10,914.95
Dickinson Wright PLLC	TBP	Invoice # 1827068 - Legal Services - 06/30/23	10,564.77
Dickinson Wright PLLC	TBP	Invoice # 1827085 - Legal Services - 06/30/23	30,624.60
Center for Watershed Protection	TBP	Invoice # W-22-37 #5 - Contracted Services - 6/1/23 -6/30/23	8,043.75
		Subtotal	\$ 60,661.40
Shaw Service & Maintenance	TBP	Invoice # 910008841 - Contracted Services - Proj 1-7155	\$ 34,370.66
		Project 1-7155	\$ 34,370.66
ICS Integration Services LLC	TBP	Invoice # 2784 Contracted Services - Proj 1-3474	\$ 12,513.39
		Project 1-3474	\$ 12,513.39
ICS Integration Services LLC	TBP	Invoice # 2782 - Contracted Service - Proj 1-2847	\$ 19,040.00
		Project 1-2847	\$ 19,040.00
Hubbell Roth & Clark Inc	TBP	Invoice # 0208833 - Contracted Services - 07/22/23 - Proj 1-7089	\$ 18,151.44
		Project 1-7089	\$ 18,151.44
Hubbell Roth & Clark Inc	TBP	Invoice # 0208806 - Contracted Services - 07/22/23 - Proj 1-3484	\$ 8,084.36
		Project 1-3484	\$ 8,084.36
		Total	\$ 152,821.25

3. Acacia Park CSO

AGENDA

DRAINAGE BOARD FOR THE ACACIA PARK CSO DRAIN

August 22, 2023

1. Call meeting to order
2. Approve minutes of meeting of July 18, 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 \$177.39
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**

July 18, 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 18th day of July 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

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

ABSENT: None.

Minutes of the meeting held June 27, 2023, 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.

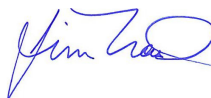
A request for reimbursement of the Evergreen Farmington Fund in the amount of \$103,963.74 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the reimbursement of the Evergreen Farmington Fund in the amount of \$103,963.74.

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 Mr. Woodward and Ms. Markham.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

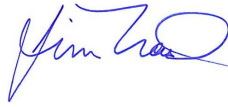


Jim Nash, Chairperson

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 Acacia Park CSO Drain, Oakland County, Michigan, held on the 18th day of July 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.



Jim Nash, Chairperson

Dated: July 18, 2023

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting



DATE: August 22, 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 August 15, 2023

G/L Date	Ref No.	Paid To	For	Amount
	TBP	Hubbell Roth & Clark Inc	Invoice # 0208821 - Contracted Services - 7/22/23 - Proj 1-7086	\$ 177.39
			Total	<u>\$ 177.39</u>

4. Birmingham CSO

AGENDA

DRAINAGE BOARD FOR THE BIRMINGHAM CSO DRAIN

August 22, 2023

1. Call meeting to order
2. Approve minutes of meeting of July 18, 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 \$25,095.58
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**

July 18, 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 18th day of July 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

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

ABSENT: None.

Minutes of the meeting held June 27, 2023, 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.

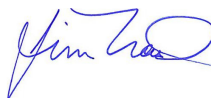
A request for reimbursement of the Evergreen Farmington Fund in the amount of \$107,113.50 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the reimbursement of the Evergreen Farmington Fund in the amount of \$107,113.50.

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 Mr. Woodward and Ms. Markham.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

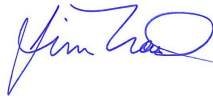


Jim Nash, Chairperson

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 18th day of July 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.



Jim Nash, Chairperson

Dated: July 18, 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



DATE: August 22, 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 August 15, 2023

G/L Date	Ref No.	Paid To	For	Amount
	TBP	Hubbell, Roth, & Clark, Inc	Invoice # 0208819 - Contracted Services - 07/22/23	\$ 495.39
			Subtotal Project # 1-7087	\$ 495.39
5/30/2023	V # SINV00199946	ICS Integration Services LLC	Invoice # 2783 - Contracted Services	\$ 21,111.19
			Subtotal Project # 1-6097	\$ 21,111.19
6/14/2023	V # SINV00202058	DuBois-Cooper	Invoice # 1077359 - Material and Supplies	\$ 3,489.00
			Subtotal Project # 1-7318	\$ 3,489.00
			Total	\$ 25,095.58

5. Bloomfield Village CSO

AGENDA

DRAINAGE BOARD FOR THE BLOOMFIELD VILLAGE CSO DRAIN

August 22, 2023

1. Call meeting to order
2. Approve minutes of meeting of July 18, 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 \$1,043.39
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

July 18, 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 18th day of July 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

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

ABSENT: None.

Minutes of the meeting held June 27, 2023, 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 request for reimbursement of the Evergreen Farmington Fund in the amount of \$139,625.73 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the reimbursement of the Evergreen Farmington Fund in the amount of \$139,625.73.

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 \$888.00 (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 \$888.00.

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 Mr. Woodward and Ms. Markham.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

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

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 18th day of July 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.



Jim Nash, Chairperson

Dated: July 18, 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



DATE: August 22, 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 August 15, 2023

G/L Date	Ref No.	Paid To	For	Amount
	TBP	Hubbell Roth & Clark Inc	Invoice # 0208823 - Contracted Services - 7/22/23	\$ 177.39
				<u>\$ 177.39</u>
	TBP	EGL State of Michigan	Invoice # 761-11073714 - SOM Fees - 2022 Water Use Reporting Fee - Proj 1-7077	\$ 200.00
	V # SINV00198554	Hubbell Roth & Clark Inc	Invoice # 01827073 - Legal Services - 6/30/23	\$ 666.00
			Total Project 1-7077	<u>\$ 866.00</u>
			Total	<u>\$ 1,043.39</u>

6. Clinton River Water Resource Recovery Facility

AGENDA

DRAINAGE BOARD FOR THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY

August 22, 2023

1. Call meeting to order
2. Approve minutes of meeting of July 18, 2023
3. Public Comments
4. Present Memorandum from Razik Alsaigh, P.E., Civil Engineer III, dated August 22, 2023, requesting the Board authorize the Chairperson to accept and execute the Hazard Mitigation Grant agreement from the Michigan State Police to fund a portion of the scope and cost of the Drainage District's Optimization Phase I Project
5. Present Memorandum from Razik Alsaigh, P.E., Civil Engineer III, dated August 22, 2023, requesting the Board accept the as-bid revised project cost allocation to be funded mainly by a loan from the State Revolving Fund base on the engineer's revised estimate of total project cost in the amount of \$44,900,000
6. Present Memorandum from Razik Alsaigh, P.E., Civil Engineer III, dated August 22, 2023, requesting the Board authorize the Chairperson to award the contract to Clark Construction Company contingent upon securing funding and execute the contract in the amount of \$30,550,434 after funding becomes available
7. 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 \$855,942.93
8. Other business
9. Approve pro rata payment to Drainage Board members
10. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY**

July 18, 2023

A meeting of the Drainage Board for the Clinton River Water Resource Recovery Facility 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 18th day of July 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

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

ABSENT: None.

Minutes of the meeting held June 27, 2023, 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.

ADOPTED: Yeas - 3
Nays - 0

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: 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 following resolution was offered by Markham and seconded by Woodward:

**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	3.142%
	<u>100.00%</u>

; 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

Chairperson of the Drainage Board

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 ORIGINAL ISSUE

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

Chairperson of the Drainage Board

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

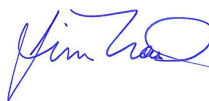
PHASE I PROJECT

Construction, engineering and contingencies	\$ 37,950.303
Cost of Issuance	
Bond Counsel	\$ 93,680
Registered Municipal Advisor	\$ 42,417
Printing and Publishing	\$ 2,500
Michigan Department of Treasury	\$ 1,100
Total Cost of Issuance	<u>\$ 139,697</u>
Total Phase I Project Cost	\$ 38,090,000
Size of Bond Issue	\$ 38,090,000

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.



Chairperson of the Drainage Board

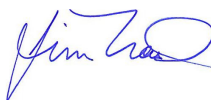
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$189,962.61 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$189,962.61.

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 Mr. Woodward and Ms. Markham

ADOPTED: Yeas - 3
 Nays - 0

There being no further business, the meeting was adjourned.

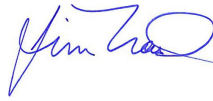


Jim Nash, Chairperson

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 Clinton River Water Resource Recovery Facility, Oakland County, Michigan, held on the 18th day of July 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 Clinton River Water Resource Recovery Facility.



Jim Nash, Chairperson

Dated: July 18, 2023

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

TO: Jim Nash, Chairman Clinton River Water Resource Recovery Facility Drain Board

FROM: Razik Alsaigh, P.E., Civil Engineer III

SUBJECT: CRWRRF Optimization Project – Hazard Mitigation Assistance Grant Agreement

DATE: August 22, 2023

At its November 15, 2022 meeting, the Drainage Board for the Clinton River Water Resource Recovery Facility Drainage District authorized the award of the CRWRRF Optimization Project design to Jacobs Consultant, Inc. and the project design started.

Previously, the Oakland County Water Resources Commissioner's office (WRC) attempted to obtain grant funding from multiple sources to assist in implementing the project. One grant application was submitted in early 2022 to the Michigan Department of State Police regarding its Hazard Mitigation Grant Program. Recently, the Department of State Police informed the WRC of a grant awarded in the amount of \$11,112,625 to assist in the implementation of the project. This grant requires a \$1,169,750 non-federal local match which will be provided by a State Revolving Fund loan or from funds in the CRWRRF capital improvement budget. The remaining cost for the Phase I of the project will be funded from a State Revolving Fund loan. This grant agreement will fund a portion of the scope of the project containing the following:

- New 15 kV medium voltage switchgear to replace existing old switchgear, currently residing in the 100-year flood plain.
- Construction of a new electrical building at the north end of the property outside of the 100-year flood plain to accommodate the new switchgear.
- The installation of two backup 1,500 kW generators to consolidate emergency generators at the plant.

Requested Action: Authorize the Chairman to accept and execute the Hazard Mitigation Grant agreement from the Michigan State Police to fund a portion of the scope and cost of the CRWRRF Optimization Phase I Project.

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER**

MEMORANDUM

TO: Jim Nash, Chairperson
Clinton River Water Resource Recovery Facility Drain Board

FROM: Razik Alsaigh, P.E., Civil Engineer III

SUBJECT: CRWRRF Optimization Project – Phase I Project
Updated Project Cost Estimate

DATE: August 22, 2023

At its meeting on June 27, 2023, the Drainage Board approved project cost allocation of \$62,645,000 for this project. This project consists primarily of:

- Installation of new 15 kV medium voltage switchgear to replace existing old switchgear, currently residing in the 100-year flood plain.
- Construction of a new electrical building at the north end of the property to accommodate the new switchgear.
- The installation of two backup 1,500 kW generators to consolidate emergency generators at the plant.
- The installation of two 600 kW power and heat generators called "Cogen" units.
- Electrical improvement to the East Boulevard Plant.

Since then, the project was advertised, and construction bids were received. The received bids were lower than the latest construction cost estimate from Construction Manager at Risk, Walsh Construction Group. Also, other minor cost adjustments were performed due to the state cost review and adjusted cost on non-construction contractor costs. The engineer's estimate of the total project cost, based on the bid results and other adjustments, has been revised to \$44,900,000 as detailed in the attached estimate of project cost.

Requested Action: Accept the as-bid revised project cost allocation to be funded mainly by a loan from the State Revolving Fund based on the engineer's revised estimate of total project cost in the amount of \$44,900,000.

Clinton River Water Resource Recovery Facility Drain Board
CRWRRF Optimization - Phase I
Project
Estimate Project Cost (After Bid Opening)
Updated 8/14/2023 - Submitted at Drain Board Meeting on 08-22-2023

1)	CONTRACTED SERVICES - CONSTRUCTION	
		\$ 30,550,434
		\$ 30,550,434
2)	CONTRACTED SERVICES - PROJECT DEVELOPMENT	
	Engineering -	
	Consulting Engineer (ENGCON)	
	Preliminary/Study Phase	\$ -
	Design & Bidding Phase (Jacobs)	\$ 3,692,354
	Construction Administration	\$ 1,551,813
	Resident Project Representative (RPR)	\$ 1,855,905
	Geotechnical Exploration	\$ -
	CMAR Pre-Construction Phase (Walsh)	\$ 333,771
	Design & Bidding Phase (JMK)	\$ 80,265
	Design Investigation (Mersino)	\$ 23,328
	Project Scheduler	\$ 240,000
	Construction Material Testing	\$ 175,000
	Subtotal - Contracted Services - Project Development	\$ 7,952,436
3)	LEGAL AND FINANCIAL (Examples)	
	Easements (TBD Project Basis)	\$ -
	Legal Costs (2% to 20%) Depends if 342 is needed & ROW use higher range	\$ -
	Legal Contractual Assistance (DW)	\$ 99,511
	Financial Consultant (For Bond Sale Only) TBD	\$ 42,417
	Michigan Department of Treasury	\$ -
	Bond Advertisement	\$ 5,220
	Bond Counsel (Bond Issue Only) TBD	\$ 93,680
	OCIP Insurance	\$ 1,757,669
	Official Statement (Bond Issues only) Roughly \$40,000	\$ -
	Wetland Mitigation (If needed)	\$ -
		\$ 1,998,497
4)	EASEMENTS	
	Temp Easement- N/A	
	Land Purchase/Appraisals- N/A	\$ -
	Subtotal - Easements	\$ -
4)	COUNTY SERVICES	
	Administration (ADM)	\$ 8,000
	Engineering (ENG)	\$ 1,636,000
	Permits Fees (ENG)	\$ 1,020
	Right-of-Way (ROW)	\$ -
	Inspection (INS)	\$ 198,723
	Surveying (SUR)	\$ 19,000
	Subtotal - County Services	\$ 1,862,743
6)	SUBTOTAL	\$ 42,364,110
	Contingency (6% of Total Project Cost)	\$ 2,541,847
7)	ESTIMATE OF PROJECT COST	\$ 44,905,956

VALUE FOR BUDGETING \$ 44,900,000

Prepared by: Razik Alsaigh, PE

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

TO: Jim Nash, Chairperson
Clinton River Water Resource Recovery Facility Drain Board

FROM: Razik Alsaigh, P.E., Civil Engineer III

SUBJECT: CRWRRF Optimization Project – Phase I Project
Recommendation for Award of Construction Contract

DATE: August 22, 2023

Four Bids for the CRWRRF Optimization – Phase I Project were received on July 27, 2023, and are summarized in the attached bid tabulation prepared by Jacob's Consultants, Inc. The low bid of \$30,550,434 was submitted by Clark Construction Company for the scope including cogeneration system and the shorter construction schedule alternate.

A pre-award meeting with Clark Construction Company was conducted by the WRC and Jacobs on August 3, 2023. Jacobs has reviewed the bidders' experience and qualifications. Based upon this review and the pre-award meeting, Jacobs has provided the attached letter recommending that the construction contract be awarded to Clark Construction Company. In light of Jacobs's recommendation and Clark Construction Company's record of satisfactory performance, I recommend the Drainage Board award the construction contract in the amount of \$30,550,434 to Clark Construction Company.

This project will be funded through a State Revolving Fund (SRF) loan. In order to begin construction of the project as soon as practicable and satisfy SRF funding requirements, we are requesting that the Drainage Board award the contract to Clark Construction Company, contingent upon securing funding, and authorize the Chairperson to execute the contract after funding is available.

Requested Action: Authorize the Chairperson to award the contract to Clark Construction Company contingent upon securing funding and execute the contract in the amount of \$30,550,434 after funding becomes available.

**A RESOLUTION TO TENTATIVELY AWARD A CONSTRUCTION CONTRACT
FOR THE CRWRRF OPTIMIZATION – PHASE I PROJECT**

WHEREAS the Clinton River Water Resource Recovery Facility Drainage District wishes to construct improvements to its existing wastewater treatment plant; and

WHEREAS the CRWRRF Optimization- Phase I project will be funded through Michigan's Clean Water State Revolving Fund Program; and

WHEREAS the Clinton River Water Resource Recovery Facility Drainage District has sought and received construction bids for the proposed improvements and has received a low bid in the amount of \$30,550,434 from Clark Construction Company; and

WHEREAS the consulting engineer, Jacobs Consultants, Inc., has recommended awarding the contract to this low bidder.

NOW THEREFORE BE IT RESOLVED that the Clinton River Water Resource Recovery Facility Drainage District tentatively awards the contract for construction of the CRWRRF Optimization- Phase I project to Clark Construction Company, contingent upon successful financial arrangements with the Clean Water State Revolving Fund Program.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by the Drainage Board for the Clinton River Water Resource Recovery Facility Drainage District on August 22, 2023.

BY: Jim Nash, Chairperson
Clinton River Water Resource Recovery Facility Drainage District

Date



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August 11, 2023

Mr. Sid Lockhart, P.E.
Manager of Special Projects
Oakland County Water Resources Commissioner's Office (WRC)
One Public Works Drive, Building 95 West
Waterford, MI 48328

**Subject: Clinton River WRRF Plant Optimization - Phase 1
Evaluation of Construction Bids**

Dear Mr. Lockhart:

On June 21, 2023, an Advertisement for Bids was posted online on the Michigan Inter-Governmental Trade Network (MITN) site by the OCWRC for the construction of the Clinton River WRRF Plant Optimization – Phase 1 project. On July 27, 2023 at 2:00 PM, bids were received and publicly opened at the WRC offices from the following bidders.

1. Clark Construction Company (Clark)
2. Roncelli, Inc.
3. Walsh Construction Company II, LLC
4. Weiss Construction Co., LLC

In accordance with the bidding documents, the following items were also provided by the bidders.

Item No.	Description
1	Proposal, completed and signed acknowledging all addenda
2	Proposal Guarantee/Bid bond (5%)
3	Preliminary Schedules (one for Base Bid and one for Alternate Bid) based on the Time noted in the Agreement and an anticipated Notice to Proceed date of: November 20, 2023
4	Completed Form DC-118 Experience and Qualification Statement
5	Signed Vendor Certification that it is not an "Iran Linked Business"
6	Contractor's OCIP Acknowledgement Form
7	Escrow Bid Documents for three lowest Bidders within one business day of Bid opening and Bid Document Certification
8	Signed certification regarding Debarment, Suspension and Other responsibility matters
9	Good Faith Efforts Worksheets for each area of work to be subcontracted out including all major and minor subcontracts
10	Submit a list by name, trade and scope of work each and every Subcontractor who will perform Work with a value in excess of 10 % of Bid Total
11	Appendix 8: Long Lead Time Equipment – Good Faith Effort Worksheet – (Addendum 4)

Two Bid Sheets were requested in the bidding documents:

1. Base Bid Sheet with Substantial Completion required within 4 years
2. Alternate Bid Sheet with Substantial Completion required in 3 years

Date: 11 August 2023

Subject: Clinton River WRRF Plant Optimization - Phase 1
Evaluation of Construction Bids



For both Bid Sheets, bids were requested for:

1. Total Project (i.e., Electrical Improvements and Cogeneration System)
2. Total Project without Cogeneration System

As such, a total of four (4) bids were received from each Contractor. Allowances were included for building permits, utility connections and SCADA integration as shown in the Bid Sheets. The Base Bid and Alternate Bid Sheets are presented below.

BASE BID SHEET

Project Duration - Substantial Completion within 4 Years (1460 days)

Bid Item	Bid Item Description	Clark	Roncelli	Walsh	Weiss
BB-1	Building and Other Permit Allowance	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
BB-2	Consumers Energy Allowance for East Boulevard Plant	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
BB-3	Supervisory Control and Data Acquisition (SCADA) Allowance for Electrical System	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
BB-4	East Boulevard Improvements	\$ 759,228	\$ 800,000	\$ 753,806	\$ 917,000
BB-5	DTE Allowance for Cogeneration System	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
BB-6	Consumers Energy Allowance for Cogeneration system for Auburn Plant	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
BB-7	Supervisory Control and Data Acquisition (SCADA) Allowance for Cogeneration System	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
BB-8	Cogeneration System	\$ 9,897,872	\$ 15,190,000	\$ 14,188,408	\$ 14,200,000
BB-9	Electrical Building and All Other Work	\$ 19,276,967	\$ 15,880,000	\$ 19,007,611	\$ 18,204,000
	Total Bid Price (BB-1 to BB-9)	\$ 30,534,072	\$ 32,470,000	\$ 34,549,825	\$ 33,921,000
	Total Bid Price without Cogeneration System*	\$ 20,296,195	\$ 16,940,000	\$ 20,021,417	\$ 19,381,000

* - Sum of Bid Items BB-1 thru BB-4 and BB-9

ALTERNATE BID SHEET

Project Duration - Substantial Completion within 3 Years (1095 days)

Bid Item	Bid Item Description	Clark	Roncelli	Walsh	Weiss
AB-1	Building and Other Permit Allowance	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
AB-2	Consumers Energy Allowance for East Boulevard Plant	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
AB-3	Supervisory Control and Data Acquisition (SCADA) Allowance for Electrical System	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
AB-4	East Boulevard Improvements	\$ 762,497	\$ 800,000	\$ 757,560	\$ 917,000
AB-5	DTE Allowance for Cogeneration System	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
AB-6	Consumers Energy Allowance for Cogeneration system for Auburn Plant	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
AB-7	Supervisory Control and Data Acquisition (SCADA) Allowance for Cogeneration System	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
AB-8	Cogeneration System	\$ 10,409,190	\$ 15,705,000	\$ 14,786,613	\$ 14,200,000
AB-9	Electrical Building and All Other Work	\$ 18,778,747	\$ 15,880,000	\$ 20,053,700	\$ 18,204,000
	Total Bid Price (AB-1 to AB-9)	\$ 30,550,434	\$ 32,985,000	\$ 36,197,873	\$ 33,921,000
	Total Bid Price without Cogeneration System**	\$ 19,801,244	\$ 16,940,000	\$ 21,071,260	\$ 19,381,000

** - Sum of Bid Items AB-1 thru AB-4 and AB-9

The submitted bids and proposal information were evaluated by Jacobs. WRC has elected to include construction of the cogeneration system within this project.

Date: 11 August 2023

Subject: Clinton River WRRF Plant Optimization - Phase 1
Evaluation of Construction Bids



As shown above in both the Base Bid and Alternate Bid Sheets for the total project cost including electrical improvements and cogeneration, Clark was low bidder for the Total Project (Total Bid Price). Clark's Alternate Bid (3-year completion time) is only \$16,367 more than the Base Bid (4-year completion time). The shorter project duration of 3 years is favorable to WRC because of reduced construction oversight and administration costs for WRC and the Engineer.

WRC and Jacobs conducted a Pre-Award meeting with Clark on August 3, 2023. The purpose of the meeting was to discuss and review Clark's understanding of the project scope and schedule. Lead times (i.e., submittal generation and equipment manufacturing time) for major electrical equipment have increased since the pandemic. WRC requested and Clark provided documentation of procurement times for the major equipment to support the 3-Year schedule to provide justification for their proposed schedule.

The completed experience and qualifications statement provided by Clark indicated that they have performed similar electrical projects that successfully met the objectives of the respective projects. Jacobs contacted three of the references provided by Clark for recent projects and they indicated they were satisfied with Clark's performance and did not provide any negative feedback. Clark was asked and did not take exceptions to any of the technical requirements in the bidding documents.

Considering the above, Clark was determined to be the lowest responsible and responsive bidder. Therefore, we recommend Clark as the construction contractor for this project.

Please do not hesitate to contact me at 616-430-9298 if you have any questions or require additional information related to our evaluation of the construction bids.

Yours sincerely,

A handwritten signature in black ink that reads "Allen Gelderloos".

Allen Gelderloos, P.E.
Project Manager

cc: Razik Alsaigh, P.E.
Jason Matteo, P.E. (Jacobs)

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
OCWRC Accounting

DATE: August 22, 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
Applied Science Inc	V # SIN00193569	Invoice # 8459 - Contracted Services	\$ 2,453.00
Cambi Inc	V # SIN00196859	Invoice # 609810-SP-028 - Material and Supplies	2,170.90
CleanNet of Greater Michigan, Inc	V # SIN00201378	Invoice # DET0106221 - Contracted Services - August 2023	1,601.38
Crane Technologies	V # SIN00201384	Invoice # 0003686-IN - Contracted Services	3,172.50
D3W Industries	V # SIN00196860	Invoice # 3930 - Material and Supplies	5,720.00
D'Angelo Brothers Inc	V # SIN00197702	Invoice # 8921-WRCWWTP- Contracted Services	7,031.27
Eastern Oil Company	V # SIN00194270	Invoice # INV092877 - Material and Supplies	2,257.65
Hamlett Environmental Technologies	V # SIN00196864	Invoice # 2023257 - Material and Supplies	2,071.00
Haviland Products Company	V # SIN00198209	Invoice # 477797 - Chemical Treatment	6,051.00
Haviland Products Company	V # SIN00198211	Invoice # 477956 - Chemical Treatment - Credit Memo	(1,200.00)
Haviland Products Company	V # SIN00202066	Invoice # 479094 - Chemical Treatment	6,556.00
Haviland Products Company	V # SIN00201344	Invoice # 479247 - Chemical Treatment	12,007.00
Haviland Products Company	V # SIN00202099	Invoice # 480423 - Chemical Treatment	10,683.00
HOH Water Technology	V # SIN00201393	Invoice # 655691 - Contracted Services	1,814.61
IDEXX	V # SIN00201464	Invoice # 3120281911 - Lab Supplies	1,337.28
Ingersoll-Rand Industrial US Inc	V # SIN00197005	Invoice # 31070526 - Chemical Treatment	3,071.38
Jones Chemicals Inc	V # SIN00196867	Invoice # 917486 - Chemical Treatment	6,939.38
Jones Chemicals Inc	V # SIN00198542	Invoice # 918363 - Chemical Treatment	6,998.32
Jones Chemicals Inc	V # SIN00201445	Invoice # 919614 - Chemical Treatment	3,288.19
Jones Chemicals Inc	V # SIN00201448	Invoice # 920000 - Chemical Treatment	7,035.16
LaSalle Agri Inc	V # SIN00196868	Invoice # 1526 - Land Application	19,193.30
LaSalle Agri Inc	V # SIN00201455	Invoice # 1554 - Land Application	22,505.00
LaSalle Agri Inc	V # SIN00201454	Invoice # 1616 - Land Application	13,554.80
Limbach Company LLC	V # SIN00195581	Invoice # 18880 - Contracted Services	508.00
Limbach Company LLC	V # SIN00196856	Invoice # 18881 - Contracted Services	1,783.41
Polydyne Inc	V # SIN00201456	Invoice # 1759173 - Chemical Treatment	48,312.00
PVS Nolwood Chemicals Inc	V # SIN00201458	Invoice # 803909 - Chemical Treatment	3,962.17
PVS Technologies Inc	V # SIN00196871	Invoice # 336838 - Chemical Treatment	4,098.20
PVS Technologies Inc	V # SIN00197704	Invoice # 337163 - Chemical Treatment	4,772.76
PVS Technologies Inc	V # SIN00196872	Invoice # 337258 - Chemical Treatment	1,853.80
PVS Technologies Inc	V # SIN00197708	Invoice # 337584 - Chemical Treatment	4,801.28
PVS Technologies Inc	V # SIN00199187	Invoice # 338084 - Chemical Treatment	2,077.00
PVS Technologies Inc	V # SIN00199190	Invoice # 338386 - Chemical Treatment	4,227.16
PVS Technologies Inc	V # SIN00199474	Invoice # 338492 - Chemical Treatment	2,879.28
PVS Technologies Inc	V # SIN00201459	Invoice # 338594 - Chemical Treatment	3,638.16
PVS Technologies Inc	V # SIN00202106	Invoice # 339339 - Chemical Treatment	4,190.58
PVS Technologies Inc	V # SIN00202110	Invoice # 339340 - Chemical Treatment	2,559.36
Tetra Tech Inc	V # SIN00202113	Invoice # 52107993 - Contracted Services	2,770.00
United Lawnscape	V # SIN00196874	Invoice # UE 553612 - Contracted Services	5,765.00
United Lawnscape	V # SIN00196875	Invoice # UE 553613 - Contracted Services	2,360.00
United Lawnscape	V # SIN00201461	Invoice # UE 558981 - Contracted Services	4,612.00
United Lawnscape	V # SIN00201462	Invoice # UE 558982 - Contracted Services	2,360.00
United States Geological Survey	V # SIN00200834	Invoice # 91084923 - Stream Gauge Program	3,096.50
Waste Management	V # SIN00201467	Invoice # 8696599-1714-8 Garbage & Rubbish Disposal	1,388.90
Waste Management	V # SIN00201471	Invoice # 8696622-1714-8 Garbage & Rubbish Disposal	1,040.00
York Repair	V # SIN00196878	Invoice # MRI-14511 - Contracted Services	8,500.00
Subtotal \$			267,867.68

Dickinson Wright PLLC	V # SINV00198557	Invoice # 1827080 - Legal Services - 06/30/23 - Proj # 1-7239	\$	434.50
Jacobs Consultants, Inc	V # SINV00201536	Invoice # C6A21700-06 - Engineering and Survey - 06/30/23 - Proj # 1-7239		431,684.60
JMK Engineering Inc	V # SINV00202025	Invoice # 1533 - Professional Services - 06/30/23 - Proj # 1-7239		4,581.50
JMK Engineering Inc	V # SINV00202030	Invoice # 1557 - Professional Services - 07/31/23 - Proj # 1-7239		3,833.50
		Subtotal - Project 1-7239	\$	440,534.10
PM Environmental	V # SINV00199949	Invoice # 104687 - Contracted Services - Proj # 1-7085	\$	12,175.00
		Subtotal - Project 1-7085	\$	12,175.00
Pro-Seal Services Group	V # SINV00199184	Invoice # 232577 - Contracted Services - Proj # 1-3470	\$	1,066.66
		Subtotal - Project 1-3470	\$	1,066.66
Fishbeck	V # SINV00196905	Invoice # 425356 - Engineering Admin - 07/07/23 - Proj # 1-3042	\$	604.50
CSM Mechanical LLC	V # SINV00201385	Invoice # 22-435.5 - Project Construction - 07/31/23 - Proj # 1-3042	\$	14,192.02
		Subtotal - Project 1-3042	\$	14,796.52
HACH Company	V # SINV00201386	Invoice # 13664493 - Materials and Supplies - Proj # 1-3455	\$	6,519.00
		Subtotal - Project 1-3455	\$	6,519.00
Fishbeck	V # SINV00202064	Invoice # 426460 - Engineering Services - 08/04/23 - Proj # 1-3492	\$	2,240.65
Fishbeck	V # SINV00197697	Invoice # 425359 - Engineering Services - 07/07/23 - Proj # 1-3492	\$	957.25
CSM Mechanical LLC	V # SINV00201538	Invoice # 23-003 - Project Construction - Proj # 1-3492	\$	94,980.00
		Subtotal - Project 1-3492	\$	98,177.90
Gamalski Building Specialties Inc	V # SINV00196862	Invoice # 161937 - Material and Supplies - Proj # 1-3451	\$	1,200.00
		Subtotal - Project 1-3451	\$	1,200.00
Tetra Tech, Inc	V # SINV00200581	Invoice # 52107995 - Engineering Admin - 06/30/23 - Proj # 1-3304	\$	6,186.00
		Subtotal - Project 1-3304	\$	6,186.00
HESCO/Hamlett Engineering Sales	V # SINV00201391	Invoice # 231579 - Material and Supplies	\$	2,988.00
		Subtotal - Project 1-3455	\$	2,988.00
Kendall Electric /Galloup Forberg Smith Merlo	V # SINV00201453	Invoice # S11323055.001 - Material and Supplies - Proj #1-3485	\$	4,432.07
		Subtotal - Project 1-3485	\$	4,432.07
		Total	\$	855,942.93

7. Evergreen-Farmington Sanitary Drain

AGENDA

DRAINAGE BOARD FOR THE EVERGREEN-FARMINGTON SANITARY DRAIN

August 22, 2023

1. Call meeting to order
2. Approve minutes of meeting of July 18, 2023
3. Public Comments
4. Present Change Order No. 1 for Midwest Power Systems, Inc. for the Construction of the Lathrup Village Sanitary Retention Tank Improvements for a net increase in the amount of \$4,600.00
5. Present Construction Estimate No. 2 for Midwest Power Systems for Construction of the Lathrup Sanitary Retention Tank in the amount of \$93,960.00 with a transfer to the Oakland County Treasurer in the amount of \$ 10,440.00
6. Present Construction Estimate No. 17 for Walsh Construction Company II, LLC for the 8 Mile Road Pump Station & SSO Chamber Improvements – Phase 1 in the amount of \$1,079,084.86 with a transfer to the Oakland County Treasurer in the amount of \$119,898.32
7. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$323,418.03
8. Other business
9. Approve pro rata payment to Drainage Board members
10. Adjourn

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

July 18, 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 18th day of July 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

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

ABSENT: None.

Minutes of the meeting held June 27, 2023, 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.

Engineering Work Order No. D-460 (2) for DLZ Michigan, Inc. for the Walnut #2 Pump Station Replacement – Additional Design Services for an increase to Contract No. CON009173 by a not-to-exceed amount of \$35,728 was presented. It was moved by Markham, supported by Woodward, to approve Engineering Work Order No. D-460 (2) for DLZ Michigan, Inc. for the Walnut #2 Pump Station Replacement – Additional Design Services for an increase to Contract No. CON009173 by a not-to-exceed amount of \$35,728 as presented.

ADOPTED: Yeas - 3
Nays - 0

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 was presented. It was moved by Markham, supported by Woodward, to approve 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 as presented.

ADOPTED: Yeas - 3
Nays - 0

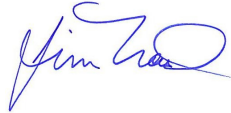
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$6,414.14 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$6,414.14.

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 Mr. Woodward and Ms. Markham.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

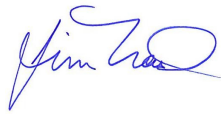


Jim Nash, Chairperson

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 Evergreen-Farmington Sanitary Drain, Oakland County, Michigan, held on the 18th day of July 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.



Jim Nash, Chairperson

Dated: July 18, 2023

CHANGE ORDER

CHANGE ORDER NO. 1

**Jim Nash, Oakland County Water Resources Commissioner
Evergreen Farmington Sanitary Drainage District
For Construction of the Lathrup Village Sanitary Retention Tank Improvements
Lathrup Village, Michigan**

Authorization for Extras To & Changes In Contract

Department No. : CCN6010101

Fund No. : FND58410

Project No. : PRJ-13433

Account No. : 730639

Program No. : PRG149667

Project Activity : FAC

Contractor : Midwest Power Systems, Inc.
2401 Hickory Oak Lane
Milford, MI 48380

Contract No. : CON10270
Date of Contract: 4/19/23
Completion Date: 5/3/24

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
	<p>LOCATION: Pumps 1, 2 & 3</p> <p>DESCRIPTION (Extra/Add): The three existing 12" spool pieces located above the new check valves need to be cut to fit the AIS compliant check valves. The original lay length was 21 inches and the new check valves have a lay length of 27.5 inches.</p> <p>REASON: The manufacture stopped producing the existing check valves used at the facility that was built in 1990's. The new check valves have a longer lay length and therefore we need to cut the existing discharge pipe to install the new check valves.</p>	LS	1.0	\$4,600.00	\$4,600.00	---

**JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

CHANGE ORDER

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
				Totals	\$4,600.00	\$0.00
				Net Increase	\$4,600.00	---

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER
2 of 4

008/22/2022

CHANGE ORDER NO. 1

**Jim Nash, Oakland County Water Resources Commissioner
Evergreen Farmington Sanitary Drainage District
For Construction of the Lathrup Village Sanitary Retention Tank Improvements
Lathrup Village, Michigan**

Prepared by: Evangelos Bantios Date: 8/7/2023
Evangelos Bantios, P.E. - Project Engineer

Recommended by: John Bergsma Date: 8/7/2023
John Bergsma, P.E. - Consultant

Approved by: Joel Brown Date: 8/9/2023
Joel Brown, P.E. - Chief Engineer

The Contractor agrees to do the work described above and agrees to accept payment in full on the basis indicated.

Accepted by: Brent Canup Date: 8-7-23
Brent Canup - President
Midwest Power Systems, Inc.

Approved by: Sid Lockhart Date: 8/15/2023
Sid Lockhart, P.E.
Special Projects Manager

The Contractor is hereby authorized and instructed to do the work described above in accordance with the terms of the Contract.

This Change Order was approved by the Drainage Board on:

CHANGE ORDER**CHANGE ORDER NO. 1**

**Jim Nash, Oakland County Water Resources Commissioner
Evergreen Farmington Sanitary Drainage District
For Construction of the Lathrup Village Sanitary Retention Tank Improvements
Lathrup Village, Michigan**

Notice to Proceed Date:	April 19, 2023
Contract Substantial Completion Date:	March 4, 2024
Contract Final Completion Date:	May 3, 2024
Original Contract Value:	\$2,313,504.20
Previous C.O. Values:	\$0.00
Change Order No. 1 Value	\$4,600.00
Adjusted Contract Value	\$2,318,104.20

**JIM NASH
OAKLAND COUNTY WATER RESOURCE COMMISSIONER**
4 of 4

08/22/2022

**Jim Nash, Oakland County Water Resources Commissioner
Evergreen Farmington Sanitary Drain Drainage District
For Construction of the Lathrup SRT
Lathrup Village
Oakland County, Michigan**

Construction Estimate No. 2

6/8/2023 to 7/24/2023

Department No. : 6010101

Fund No. : 58410

Project No. : 1-3433

Account No. : 730352

Program No. : 149667

Activity : FA C

Vendor No. : 40564

Contract No. : CON00010270

Date of Contract : April 19, 2023

Completion Date : May 3, 2024

Contractor :

Midwest Power Systems

2401 Hickory Oak Lane

Milford, MI 48380

Original Contract Amount:

\$2,313,504.20

Previous Change Order Numbers (none):

\$0.00

Change Orders This Estimate Numbers (none):

\$0.00

Total Net Change Orders:

\$0.00

Adjusted Contract Amount:

\$2,313,504.20

Subtotal To Date: (Sheet 2 of 2 Column 7)

\$283,400.00

Less Deductions to Date: (Sheet 2 of 2 Column 7)

\$0.00

Gross Estimate: (Work in Place)

12.25%

\$283,400.00

Less Amount Reserved: (10% of Gross Estimate)

\$28,340.00

Total Amount Allowed To Date:

\$255,060.00

Less Previous Estimates:

\$161,100.00

Net Payment Request To Be Paid To Contractor:

\$93,960.00

Reserve Payment to Contractor

\$0.00

Balance of Contract To Date

✓

\$2,030,104.20

Accounting Auditor: *BCR* 7/24/2023

Less Previous Transfers To Reserve:

\$17,900.00

✓

Amount of Current Transfer:

\$10,440.00

Prepared by:

Evangelos Bantios
Evangelos Bantios, P.E. - Project Engineer

Date: 7/24/2023

Recommended by:

John Bergsma
John Bergsma, P.E. - Consulting Engineer

Date: 7/28/2023

Approved by:

Joel Brown
Joel Brown, P.E. - Chief Engineer

Date: 8/11/2023

Approved by:

Sid Lockhart, P.E. - Special Project Manager

Date:

Approved by Board on:

**JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

1 of 2

08/22/2022

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. 17

July 1, 2023 to July 31, 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
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Previous Change Order Numbers: CO Nos. 1, 2, 3, 4, 5, 6, and 7.	\$50,177,000.25
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Change Orders This Estimate Number:

Total Net Change Orders:	\$50,177,000.25
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Adjusted Contract Amount:	\$50,177,000.25
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Subtotal To Date: (Sheet 2 of 3 Column 7)	\$7,437,511.80
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Less Deductions to Date: (Sheet 2 of 3 Column 7)	\$0.00
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Gross Estimate: (Work in Place)	14.82%	\$7,437,511.80
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Less Amount Reserved: (10% of Gross Estimate)	\$743,751.18
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Total Amount Allowed To Date:	\$6,693,760.62
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Less Previous Estimates:	\$5,614,675.76
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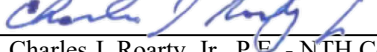
Net Payment Request To Be Paid To Contractor:	\$1,079,084.86
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Reserve Payment to Contractor	\$0.00
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Balance of Contract To Date	\$42,739,488.45	Accounting Auditor:
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Less Previous Transfers To Reserve:	\$623,852.86
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Amount of Current Transfer:	\$119,898.32
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Prepared by: 
 Charles J. Roarty, Jr., P.E. - NTH Consultants

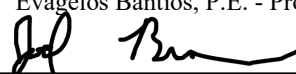
Date: 2023 08 01

Recommended by: 
 Joseph Siwek, P.E. - Consulting Engineer (Fishbeck)

Date: 8/1/2023

Recommended by: 
 Evangelos Bantios, P.E. - Project Engineer

Date: 8/1/2023

Approved by: 
 Joel Brown, P.E. - Chief Engineer

Date: 8/11/2023

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



DATE: August 22, 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 # 65599 - Contracted Services - 07/22/23	513.33
	V # SINV00192936	D'Angelo Brothers Inc	Invoice # 8916-WRC - Contracted Services	123,563.40
	TBP	ICS Integration Services LLC	Invoice # 2768 - Contracted Services	357.00
			Total	\$ 124,433.73
	V # SINV00202025	JMK Engineering Inc	Invoice #1533 - Professional Services- 6/01/23 - 06/30/23	\$ 3,459.50
	V # SINV00202030	JMK Engineering Inc	Invoice #1557 - Professional Services-7/01/23 - 07/31/23	2,337.50
			Subtotal Project # 1-7028	5,797.00
	V # SINV00198601	Shaw Service & Maintenance	Invoice # 910008842 - Contracted Services	\$ 6,601.03
	V # SINV00198606	Shaw Service & Maintenance	Invoice # 910009067 - Contracted Services	\$ 1,904.00
			Subtotal Project # 1-7051	8,505.03
	TBP	DVM Utilities Inc	Invoice # 9400-7 - Contracted Services	\$ 184,682.27
			Subtotal Project # - 1-3530	184,682.27
			Total	\$ 323,418.03

8. Barnard Drain

AGENDA

DRAINAGE BOARD FOR THE BARNARD DRAIN

August 22, 2023

1. Call meeting to order
2. Approve minutes of meeting of September 21, 2021
3. Public Comments
4. Present Memorandum from Joel Kohn, Environmental Planner, dated August 22, 2023, requesting the Board approve the cost for treatment of invasive species and authorize execution of the attached Oakland County Parks Agreement by the Chairperson
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

September 21, 2021

A meeting of the Drainage Board for the Barnard 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 21st day of September, 2021.

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

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

ABSENT: None

Minutes of the meeting held February 26, 2019 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 Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$36,947 for the Barnard Drain (as attached) were presented. It was moved by Markham, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$36,947 as presented.

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.



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 Barnard Drain, Oakland County, Michigan, held on the 21st day of September, 2021, 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 Barnard Drain Drainage District.



Jim Nash, Chairperson

Dated: September 21, 2021

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER**

MEMORANDUM

TO: Jim Nash, Chairperson
Barnard Drain Drainage Board

FROM: Joel Kohn, Environmental Planner

SUBJECT: Property Access Agreement for Treatment of Invasive Species

DATE: August 22, 2023

In May 2023, the Barnard Drain Drainage Board approved an Invasive Vegetation Treatment Project Proposal with Hubbell, Roth, & Clark, Inc. (HRC), and its subcontractor, Six Rivers Land Conservancy, for treatment of invasive plant species to help restore capacity and improve wildlife habitat on identified Oakland County drains.

WRC staff have identified Phragmites located within the Barnard Drain Basin. This year's treatment cost will be \$475. As the property owner, permission for Six Rivers Land Conservancy and its contractor to access the site to perform invasive treatment and apply for appropriate permits is required pursuant to the attached Property Access Agreement for Treatment of Invasive Species.

Pursuant to the Agreement, Six Rivers Land Conservancy has agreed to maintain appropriate insurance connected with providing the treatment, in addition to providing indemnity for any claims, demands, suits, losses, or costs related to providing the treatment.

The term of the Agreement is from the date of execution through December 31, 2025.

Requested Action:

Approve the cost for treatment of invasive species and authorize execution of the attached Oakland County Parks Agreement by the Chairperson of the Board.



Property Access and Consent for Treatment License Agreement (“Agreement”)

The County of Oakland, by and through its statutory agent, the Oakland County Parks and Recreation Commission, 2800 Watkins Lake Road, Waterford, MI 48328 (hereinafter and collectively “OCPRC”) is granted a License to access and treat the real property, described in Section 1, by:

Name of Entity or Person (“Owner”):

Address:

Contact Person:

Telephone Number:

E-Mail Address:

For and in consideration of the issuance of the license in this Agreement, the Parties agree to the following terms and conditions:

1. **Use of Property.**
 - 1.1. **Property.** The real property that may be accessed and used is described and depicted in Exhibit A (hereinafter “Property”). Exhibit A is incorporated into this Agreement
 - 1.2. **License/Access.** OCPRC, including its officials, employees, volunteers, agents, and contractors (individually and collectively) are granted a license to access the Property and perform the work described in Exhibit A. The work described in Exhibit A is hereinafter referred to as “Work.”
 - 1.3. **Fee.** In exchange for the Work to be performed by OCPRC, there shall be no fee charged by Owner for access to the Property.
2. **Term of Agreement.** The Term of this Agreement is set forth in Exhibit A.
3. **Condition of Property.** During this Agreement, OCPRC shall keep the Property in in a clean and safe condition and free of trash. Except for normal wear and tear and the Work performed, OCPRC’s use of the Property shall not cause damage or waste to the Property.
4. **Condition of Property upon end of Agreement.** Except for normal wear and tear and the Work performed, at the expiration or termination of this Agreement, OCPRC shall leave the Property in a similar condition that OCPRC found it.
5. **Compliance with Law & Permits/Licenses.**
 - 5.1. Owner, OCPRC, and OCPRC officials, employees, volunteers, agents, and contractors, shall comply with all applicable federal, state, and local laws, regulations, rules, ordinances, and the provisions of this Agreement.

- 5.2. **State & Federal Licenses/Permits/Approvals.** Notwithstanding any other provision to the contrary, OCPRC is responsible for and shall obtain, at its sole expense, all state and federal licenses, permits, and other governmental approvals that are necessary for the Work on or around the Property. When requested by OCPRC, Owner shall assist in the process of obtaining such licenses, permits, and other governmental approvals. Any costs incurred by Owner in assisting OCPRC, under this subsection, shall be paid by OCPRC.
- 5.3. **Local Licenses/Permits/Approvals.** Notwithstanding any other provision to the contrary, Owner shall be responsible for and shall obtain, at its sole expense, all local licenses, permits, and other governmental approvals that are necessary for the Work on or around the Property. When requested by Owner, OCPRC shall assist in the process of obtaining such licenses, permits, and other governmental approvals. Any costs incurred by OCPRC in assisting Owner, under this subsection, shall be paid by Owner.
6. **Alterations, Additions, Changes to Property.** Except for the Work performed in Exhibit A, OCPRC shall not make any alterations, additions, or changes to the Property, without the prior written approval of Owner.
7. **Property AS IS.** OCPRC ACCEPTS THE PROPERTY "AS IS." OCPRC ACKNOWLEDGES THAT IT HAD THE OPPORTUNITY TO INSPECT THE PROPERTY AND EITHER INSPECTED THE PROPERTY OR CHOSE NOT TO INSPECT THE PROPERTY.
8. **OCPRC Responsibilities.**
- 8.1. **Performance of Work.** OCPRC or its officials, employees, volunteers, agents, and contractors shall perform the Work at no cost to Owner.
- 8.2. **Notice.** OCPRC shall provide Owner 24 hour written notice before commencement of the Work.
9. **Owner Responsibilities/Representations.**
- 9.1. **Property Ownership/Rights.** Owner represents and warrants the following to OCPRC:
- 9.1.1. Owner owns the Property;
- 9.1.2. Owner has the right to enter into this Agreement; and
- 9.1.3. OCPRC's entry and Work on the Property will not violate any other agreement or restrictions to which Owner or the Property is subject to.
- 9.2. **Request and Consent to Work.** Owner acknowledges that it requests the Work and consents to OCPRC or its officials, employees, volunteers, agents, and contractors performing the Work.
- 9.3. **Assumption of Risks.** Owner assumes the risks associated with the Work performed by OCPRC and its officials, employees, volunteers, agents, and contractors.

10. **Liability/Assurances.**

- 10.1. **Waiver/Release.** Owner waives, releases, discharges, and covenants not to sue OCPRC and its officials, employees, volunteers, agents, and contractors for liability, damages, injuries, claims, or demands arising out of or in any way connected to the performance of this Agreement.
- 10.2. **Hazardous Material/Waste.** Except for the materials used in the Work, OCPRC and its officials, employees, volunteers, agents, and contractors shall not cause or allow any person or entity to discharge any hazardous material, waste, or debris on or around any the Property.
- 10.3. **Reservation of Rights/Limitation of Liability.** In no event shall OCPRC be liable for any consequential, incidental, indirect, special, and punitive or other damages arising out of this Agreement. 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 OCPRC or its officials, employees, or volunteers.
- 10.4. **Survival.** Section 10 and the duties and obligations contained herein shall survive the expiration or termination of this Agreement.

11. **Termination**

- 11.1. **Failure to Obtain Licenses/Permits/Approvals.** If either Party fails to obtain the required licenses, permits and other governmental approvals required to perform the Work, then either Party may terminate this Agreement upon fourteen (14) calendar days written notice to the other Party. If this Agreement is terminated pursuant to this Section, OCPRC's obligation to perform the Work shall cease.
12. **No Interest in Property.** OCPRC, by virtue of this Agreement, shall not have any title to or interest in the Property or any portion thereof. OCPRC has not, does not, and will not claim any such title, interest, or any easement over the Property. This Agreement and/or any related affidavit or instrument shall not be recorded with the Oakland County Register of Deeds.
13. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
14. **Waiver.** Waiver of any term or condition under this Agreement must be in writing. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
15. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
16. **Amendments.** This Agreement cannot be modified unless reduced to writing and signed by both Parties.

17. **Severability.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect.
18. **Governing Law.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
19. **Counterparts.** This Agreement may be executed in one or more counterparts, including facsimile or electronic copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.
20. **Entire Agreement.** This Agreement sets forth all covenants, promises, agreements, conditions, and understandings between the Parties concerning the use of the Property. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than are herein set forth.
21. **Authorization.** The Parties represent that their respective signatories have the requisite authority to execute and bind them to this Agreement.

APPROVED AND AUTHORIZED BY OWNER:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE

APPROVED AND AUTHORIZED BY OCPRC:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE

EXHIBIT A

1. **Property Description:**

- a. **Address:**
- b. **PIN:20-35-126-015**

2. **Work Description:**

- a. **Commercial application and mowing of invasive plants**

b. The Owner acknowledges and understands that the Work may include applying herbicides, at the recommended label rates and in accordance with label directions, under the direction of licensed and certified commercial applicators; hand pulling, mowing, or cutting plants or trees; prescribed burning; native plantings; and/or other accepted best practice control or restoration methods, as determined by OCPRC in its sole discretion. The Work may also occur under permit by the Michigan Department of Environment, Great Lakes, and Energy where applicable and will adhere to requirements under said permit, including filing any treatment amendments, all necessary posting on the Property prior to treatments, and all required follow-up paperwork.

3. **Term:** The Agreement shall commence on 8/22/2023 and shall end on **12/31/2025**.

9. Bishop Drain

AGENDA

DRAINAGE BOARD FOR THE BISHOP DRAIN

August 22, 2023

1. Call meeting to order
2. Approve minutes of meeting of January 28, 2020
3. Public Comments
4. Present Memorandum from Joel Kohn, Environmental Planner, dated August 22, 2023, requesting the Board approve the cost for treatment of invasive species and authorize execution of the attached Oakland County Parks Agreement by the Chairperson
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

January 28, 2020

A meeting of the Drainage Board for the Bishop 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 28th day of January, 2020.

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

Helaine Zack, Chairperson of the Finance Committee, Oakland County Board of Commissioners

ABSENT: None

Minutes of the meeting held April 23, 2019 were presented for consideration. It was moved by Zack, 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 Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$24,903 for the Bishop Drain (as attached) were presented. It was moved by Zack, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$24,903 as presented.

ADOPTED: Yeas - 3
Nays - 0

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

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

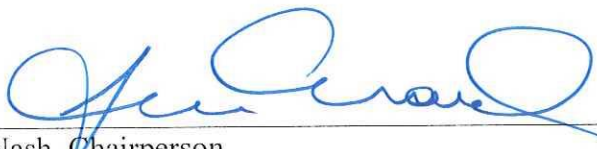


Jim Nash, Chairperson

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 of the Bishop Drain, Oakland County, Michigan, held on the 28th day of January, 2020, 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 of the Bishop Drain Drainage District.



Jim Nash, Chairperson

Dated: February 5, 2020

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER**

MEMORANDUM

TO: Jim Nash, Chairperson
Bishop Drain Drainage Board

FROM: Joel Kohn, Environmental Planner

SUBJECT: Property Access Agreement for Treatment of Invasive Species

DATE: August 22, 2023

In May 2023, the Bishop Drain Drainage Board approved an Invasive Vegetation Treatment Project Proposal with Hubbell, Roth, & Clark, Inc. (HRC), and its subcontractor, Six Rivers Land Conservancy, for treatment of invasive plant species to help restore capacity and improve wildlife habitat on identified Oakland County drains.

WRC staff have identified Phragmites located within the Bishop Drain Basin. This year's treatment cost will be \$2,400. As the property owner, permission for Six Rivers Land Conservancy and its contractor to access the site to perform invasive treatment and apply for appropriate permits is required pursuant to the attached Property Access Agreement for Treatment of Invasive Species.

Pursuant to the Agreement, Six Rivers Land Conservancy has agreed to maintain appropriate insurance connected with providing the treatment, in addition to providing indemnity for any claims, demands, suits, losses, or costs related to providing the treatment.

The term of the Agreement is from the date of execution through December 31, 2025.

Requested Action:

Approve the cost for treatment of invasive species and authorize execution of the attached Oakland County Parks Agreement by the Chairperson of the Board.



Property Access and Consent for Treatment License Agreement (“Agreement”)

The County of Oakland, by and through its statutory agent, the Oakland County Parks and Recreation Commission, 2800 Watkins Lake Road, Waterford, MI 48328 (hereinafter and collectively “OCPRC”) is granted a License to access and treat the real property, described in Section 1, by:

Name of Entity or Person (“Owner”):

Address:

Contact Person:

Telephone Number:

E-Mail Address:

For and in consideration of the issuance of the license in this Agreement, the Parties agree to the following terms and conditions:

1. **Use of Property.**
 - 1.1. **Property.** The real property that may be accessed and used is described and depicted in Exhibit A (hereinafter “Property”). Exhibit A is incorporated into this Agreement
 - 1.2. **License/Access.** OCPRC, including its officials, employees, volunteers, agents, and contractors (individually and collectively) are granted a license to access the Property and perform the work described in Exhibit A. The work described in Exhibit A is hereinafter referred to as “Work.”
 - 1.3. **Fee.** In exchange for the Work to be performed by OCPRC, there shall be no fee charged by Owner for access to the Property.
2. **Term of Agreement.** The Term of this Agreement is set forth in Exhibit A.
3. **Condition of Property.** During this Agreement, OCPRC shall keep the Property in in a clean and safe condition and free of trash. Except for normal wear and tear and the Work performed, OCPRC’s use of the Property shall not cause damage or waste to the Property.
4. **Condition of Property upon end of Agreement.** Except for normal wear and tear and the Work performed, at the expiration or termination of this Agreement, OCPRC shall leave the Property in a similar condition that OCPRC found it.
5. **Compliance with Law & Permits/Licenses.**
 - 5.1. Owner, OCPRC, and OCPRC officials, employees, volunteers, agents, and contractors, shall comply with all applicable federal, state, and local laws, regulations, rules, ordinances, and the provisions of this Agreement.

- 5.2. **State & Federal Licenses/Permits/Approvals.** Notwithstanding any other provision to the contrary, OCPRC is responsible for and shall obtain, at its sole expense, all state and federal licenses, permits, and other governmental approvals that are necessary for the Work on or around the Property. When requested by OCPRC, Owner shall assist in the process of obtaining such licenses, permits, and other governmental approvals. Any costs incurred by Owner in assisting OCPRC, under this subsection, shall be paid by OCPRC.
- 5.3. **Local Licenses/Permits/Approvals.** Notwithstanding any other provision to the contrary, Owner shall be responsible for and shall obtain, at its sole expense, all local licenses, permits, and other governmental approvals that are necessary for the Work on or around the Property. When requested by Owner, OCPRC shall assist in the process of obtaining such licenses, permits, and other governmental approvals. Any costs incurred by OCPRC in assisting Owner, under this subsection, shall be paid by Owner.
6. **Alterations, Additions, Changes to Property.** Except for the Work performed in Exhibit A, OCPRC shall not make any alterations, additions, or changes to the Property, without the prior written approval of Owner.
7. **Property AS IS.** OCPRC ACCEPTS THE PROPERTY "AS IS." OCPRC ACKNOWLEDGES THAT IT HAD THE OPPORTUNITY TO INSPECT THE PROPERTY AND EITHER INSPECTED THE PROPERTY OR CHOSE NOT TO INSPECT THE PROPERTY.
8. **OCPRC Responsibilities.**
- 8.1. **Performance of Work.** OCPRC or its officials, employees, volunteers, agents, and contractors shall perform the Work at no cost to Owner.
- 8.2. **Notice.** OCPRC shall provide Owner 24 hour written notice before commencement of the Work.
9. **Owner Responsibilities/Representations.**
- 9.1. **Property Ownership/Rights.** Owner represents and warrants the following to OCPRC:
- 9.1.1. Owner owns the Property;
- 9.1.2. Owner has the right to enter into this Agreement; and
- 9.1.3. OCPRC's entry and Work on the Property will not violate any other agreement or restrictions to which Owner or the Property is subject to.
- 9.2. **Request and Consent to Work.** Owner acknowledges that it requests the Work and consents to OCPRC or its officials, employees, volunteers, agents, and contractors performing the Work.
- 9.3. **Assumption of Risks.** Owner assumes the risks associated with the Work performed by OCPRC and its officials, employees, volunteers, agents, and contractors.

10. **Liability/Assurances.**

- 10.1. **Waiver/Release.** Owner waives, releases, discharges, and covenants not to sue OCPRC and its officials, employees, volunteers, agents, and contractors for liability, damages, injuries, claims, or demands arising out of or in any way connected to the performance of this Agreement.
- 10.2. **Hazardous Material/Waste.** Except for the materials used in the Work, OCPRC and its officials, employees, volunteers, agents, and contractors shall not cause or allow any person or entity to discharge any hazardous material, waste, or debris on or around any the Property.
- 10.3. **Reservation of Rights/Limitation of Liability.** In no event shall OCPRC be liable for any consequential, incidental, indirect, special, and punitive or other damages arising out of this Agreement. 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 OCPRC or its officials, employees, or volunteers.
- 10.4. **Survival.** Section 10 and the duties and obligations contained herein shall survive the expiration or termination of this Agreement.

11. **Termination**

- 11.1. **Failure to Obtain Licenses/Permits/Approvals.** If either Party fails to obtain the required licenses, permits and other governmental approvals required to perform the Work, then either Party may terminate this Agreement upon fourteen (14) calendar days written notice to the other Party. If this Agreement is terminated pursuant to this Section, OCPRC's obligation to perform the Work shall cease.
12. **No Interest in Property.** OCPRC, by virtue of this Agreement, shall not have any title to or interest in the Property or any portion thereof. OCPRC has not, does not, and will not claim any such title, interest, or any easement over the Property. This Agreement and/or any related affidavit or instrument shall not be recorded with the Oakland County Register of Deeds.
13. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
14. **Waiver.** Waiver of any term or condition under this Agreement must be in writing. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
15. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
16. **Amendments.** This Agreement cannot be modified unless reduced to writing and signed by both Parties.

17. **Severability.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect.
18. **Governing Law.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
19. **Counterparts.** This Agreement may be executed in one or more counterparts, including facsimile or electronic copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.
20. **Entire Agreement.** This Agreement sets forth all covenants, promises, agreements, conditions, and understandings between the Parties concerning the use of the Property. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than are herein set forth.
21. **Authorization.** The Parties represent that their respective signatories have the requisite authority to execute and bind them to this Agreement.

APPROVED AND AUTHORIZED BY OWNER:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE

APPROVED AND AUTHORIZED BY OCPRC:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE

EXHIBIT A

1. **Property Description:**

- a. **Address:**
- b. **PIN:15-13-301-057**

2. **Work Description:**

- a. **Commercial application and mowing of invasive plants**

b. The Owner acknowledges and understands that the Work may include applying herbicides, at the recommended label rates and in accordance with label directions, under the direction of licensed and certified commercial applicators; hand pulling, mowing, or cutting plants or trees; prescribed burning; native plantings; and/or other accepted best practice control or restoration methods, as determined by OCPRC in its sole discretion. The Work may also occur under permit by the Michigan Department of Environment, Great Lakes, and Energy where applicable and will adhere to requirements under said permit, including filing any treatment amendments, all necessary posting on the Property prior to treatments, and all required follow-up paperwork.

3. **Term:** The Agreement shall commence on 8/22/2023 and shall end on **12/31/2025**.

10. Caddell Drain

AGENDA

DRAINAGE BOARD FOR THE CADDELL DRAIN

August 22, 2023

1. Call meeting to order
2. Approve minutes of meeting of May 23, 2023
3. Public Comments
4. Present Memorandum from Joel Kohn, Environmental Planner, dated May 23, 2023, requesting the Board approve the cost for treatment of invasive species and authorize execution of the attached Oakland County Parks Agreement by the Chairperson
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

May 23, 2023

A meeting of the Drainage Board for the Caddell 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 23rd day of May 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

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

ABSENT: None.

Minutes of the meeting held March 28, 2023, 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.

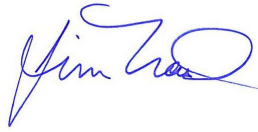
A memorandum from Joel Kohn, Environmental Planner, dated May 23, 2023, requesting the Board approve the Engineering Services Proposal with Hubbell, Roth, and Clark, Inc. as presented and authorize execution of the Six Rivers Land Conservancy Agreement by the Chairperson was presented. It was moved by Markham, supported by Woodward to approve the Engineering Services Proposal with Hubbell, Roth, and Clark, Inc. as presented and authorize execution of the Six Rivers Land Conservancy Agreement by the Chairperson as presented.

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 Mr. Woodward and Ms. Markham.

ADOPTED: Yeas - 3
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 Caddell Drain, Oakland County, Michigan, held on the 23rd day of May 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 Caddell Drain Drainage District.



Jim Nash, Chairperson

Dated: May 23, 2023

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER**

MEMORANDUM

TO: Jim Nash, Chairperson
Caddell Drain Drainage Board

FROM: Joel Kohn, Environmental Planner

SUBJECT: Property Access Agreement for Treatment of Invasive Species

DATE: August 22, 2023

In May 2023, the Caddell Drain Drainage Board approved an Invasive Vegetation Treatment Project Proposal with Hubbell, Roth, & Clark, Inc. (HRC), and its subcontractor, Six Rivers Land Conservancy, for treatment of invasive plant species to help restore capacity and improve wildlife habitat on identified Oakland County drains.

WRC staff have identified Phragmites located within the Caddell Drain Basin. This year's treatment cost will be \$3,200. As the property owner, permission for Six Rivers Land Conservancy and its contractor to access the site to perform invasive treatment and apply for appropriate permits is required pursuant to the attached Property Access Agreement for Treatment of Invasive Species.

Pursuant to the Agreement, Six Rivers Land Conservancy has agreed to maintain appropriate insurance connected with providing the treatment, in addition to providing indemnity for any claims, demands, suits, losses, or costs related to providing the treatment.

The term of the Agreement is from the date of execution through December 31, 2025.

Requested Action:

Approve the cost for treatment of invasive species and authorize execution of the attached Oakland County Parks Agreement by the Chairperson of the Board.



Property Access and Consent for Treatment License Agreement (“Agreement”)

The County of Oakland, by and through its statutory agent, the Oakland County Parks and Recreation Commission, 2800 Watkins Lake Road, Waterford, MI 48328 (hereinafter and collectively “OCPRC”) is granted a License to access and treat the real property, described in Section 1, by:

Name of Entity or Person (“Owner”):

Address:

Contact Person:

Telephone Number:

E-Mail Address:

For and in consideration of the issuance of the license in this Agreement, the Parties agree to the following terms and conditions:

1. **Use of Property.**
 - 1.1. **Property.** The real property that may be accessed and used is described and depicted in Exhibit A (hereinafter “Property”). Exhibit A is incorporated into this Agreement
 - 1.2. **License/Access.** OCPRC, including its officials, employees, volunteers, agents, and contractors (individually and collectively) are granted a license to access the Property and perform the work described in Exhibit A. The work described in Exhibit A is hereinafter referred to as “Work.”
 - 1.3. **Fee.** In exchange for the Work to be performed by OCPRC, there shall be no fee charged by Owner for access to the Property.
2. **Term of Agreement.** The Term of this Agreement is set forth in Exhibit A.
3. **Condition of Property.** During this Agreement, OCPRC shall keep the Property in in a clean and safe condition and free of trash. Except for normal wear and tear and the Work performed, OCPRC’s use of the Property shall not cause damage or waste to the Property.
4. **Condition of Property upon end of Agreement.** Except for normal wear and tear and the Work performed, at the expiration or termination of this Agreement, OCPRC shall leave the Property in a similar condition that OCPRC found it.
5. **Compliance with Law & Permits/Licenses.**
 - 5.1. Owner, OCPRC, and OCPRC officials, employees, volunteers, agents, and contractors, shall comply with all applicable federal, state, and local laws, regulations, rules, ordinances, and the provisions of this Agreement.

- 5.2. **State & Federal Licenses/Permits/Approvals.** Notwithstanding any other provision to the contrary, OCPRC is responsible for and shall obtain, at its sole expense, all state and federal licenses, permits, and other governmental approvals that are necessary for the Work on or around the Property. When requested by OCPRC, Owner shall assist in the process of obtaining such licenses, permits, and other governmental approvals. Any costs incurred by Owner in assisting OCPRC, under this subsection, shall be paid by OCPRC.
- 5.3. **Local Licenses/Permits/Approvals.** Notwithstanding any other provision to the contrary, Owner shall be responsible for and shall obtain, at its sole expense, all local licenses, permits, and other governmental approvals that are necessary for the Work on or around the Property. When requested by Owner, OCPRC shall assist in the process of obtaining such licenses, permits, and other governmental approvals. Any costs incurred by OCPRC in assisting Owner, under this subsection, shall be paid by Owner.
6. **Alterations, Additions, Changes to Property.** Except for the Work performed in Exhibit A, OCPRC shall not make any alterations, additions, or changes to the Property, without the prior written approval of Owner.
7. **Property AS IS.** OCPRC ACCEPTS THE PROPERTY "AS IS." OCPRC ACKNOWLEDGES THAT IT HAD THE OPPORTUNITY TO INSPECT THE PROPERTY AND EITHER INSPECTED THE PROPERTY OR CHOSE NOT TO INSPECT THE PROPERTY.
8. **OCPRC Responsibilities.**
- 8.1. **Performance of Work.** OCPRC or its officials, employees, volunteers, agents, and contractors shall perform the Work at no cost to Owner.
- 8.2. **Notice.** OCPRC shall provide Owner 24 hour written notice before commencement of the Work.
9. **Owner Responsibilities/Representations.**
- 9.1. **Property Ownership/Rights.** Owner represents and warrants the following to OCPRC:
- 9.1.1. Owner owns the Property;
- 9.1.2. Owner has the right to enter into this Agreement; and
- 9.1.3. OCPRC's entry and Work on the Property will not violate any other agreement or restrictions to which Owner or the Property is subject to.
- 9.2. **Request and Consent to Work.** Owner acknowledges that it requests the Work and consents to OCPRC or its officials, employees, volunteers, agents, and contractors performing the Work.
- 9.3. **Assumption of Risks.** Owner assumes the risks associated with the Work performed by OCPRC and its officials, employees, volunteers, agents, and contractors.

10. **Liability/Assurances.**

- 10.1. **Waiver/Release.** Owner waives, releases, discharges, and covenants not to sue OCPRC and its officials, employees, volunteers, agents, and contractors for liability, damages, injuries, claims, or demands arising out of or in any way connected to the performance of this Agreement.
- 10.2. **Hazardous Material/Waste.** Except for the materials used in the Work, OCPRC and its officials, employees, volunteers, agents, and contractors shall not cause or allow any person or entity to discharge any hazardous material, waste, or debris on or around any the Property.
- 10.3. **Reservation of Rights/Limitation of Liability.** In no event shall OCPRC be liable for any consequential, incidental, indirect, special, and punitive or other damages arising out of this Agreement. 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 OCPRC or its officials, employees, or volunteers.
- 10.4. **Survival.** Section 10 and the duties and obligations contained herein shall survive the expiration or termination of this Agreement.

11. **Termination**

- 11.1. **Failure to Obtain Licenses/Permits/Approvals.** If either Party fails to obtain the required licenses, permits and other governmental approvals required to perform the Work, then either Party may terminate this Agreement upon fourteen (14) calendar days written notice to the other Party. If this Agreement is terminated pursuant to this Section, OCPRC's obligation to perform the Work shall cease.
12. **No Interest in Property.** OCPRC, by virtue of this Agreement, shall not have any title to or interest in the Property or any portion thereof. OCPRC has not, does not, and will not claim any such title, interest, or any easement over the Property. This Agreement and/or any related affidavit or instrument shall not be recorded with the Oakland County Register of Deeds.
13. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
14. **Waiver.** Waiver of any term or condition under this Agreement must be in writing. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
15. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
16. **Amendments.** This Agreement cannot be modified unless reduced to writing and signed by both Parties.

17. **Severability.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect.
18. **Governing Law.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
19. **Counterparts.** This Agreement may be executed in one or more counterparts, including facsimile or electronic copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.
20. **Entire Agreement.** This Agreement sets forth all covenants, promises, agreements, conditions, and understandings between the Parties concerning the use of the Property. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than are herein set forth.
21. **Authorization.** The Parties represent that their respective signatories have the requisite authority to execute and bind them to this Agreement.

APPROVED AND AUTHORIZED BY OWNER:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE

APPROVED AND AUTHORIZED BY OCPRC:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE

EXHIBIT A

1. **Property Description:**

- a. **Address:**
- b. **PIN:23-19-426-055,23-30-276-060,23-29-202-011**

2. **Work Description:**

- a. **Commercial application and mowing of invasive plants**
- b. The Owner acknowledges and understands that the Work may include applying herbicides, at the recommended label rates and in accordance with label directions, under the direction of licensed and certified commercial applicators; hand pulling, mowing, or cutting plants or trees; prescribed burning; native plantings; and/or other accepted best practice control or restoration methods, as determined by OCPRC in its sole discretion. The Work may also occur under permit by the Michigan Department of Environment, Great Lakes, and Energy where applicable and will adhere to requirements under said permit, including filing any treatment amendments, all necessary posting on the Property prior to treatments, and all required follow-up paperwork.

3. **Term:** The Agreement shall commence on 8/22/2023 and shall end on **12/31/2025**.

11. Minnow Pond Drain

AGENDA

DRAINAGE BOARD FOR THE MINNOW POND DRAIN

August 22, 2023

1. Call meeting to order
2. Approve minutes of meeting of March 28, 2023
3. Public Comments
4. Present Memorandum from Joel Kohn, Environmental Planner, dated August 22, 2023, requesting the Board approve the cost of treatment of invasive species and authorize execution of the attached Oakland County Parks Agreement by the Chairperson
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE MINNOW POND DRAIN**

March 28, 2023

A meeting of the Drainage Board for the Minnow Pond 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 28th 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 November 15, 2022 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 \$8,056.23 (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 \$8,056.23.

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.



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 Minnow Pond Drain, Oakland County, Michigan, held on the 28th 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 Minnow Pond Drain Drainage District.



Anne Vaara, Chairperson

Dated: March 28, 2023

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER**

MEMORANDUM

TO: Jim Nash, Chairperson
Minnow Pond Drain Drainage Board

FROM: Joel Kohn, Environmental Planner

SUBJECT: Property Access Agreement for Treatment of Invasive Species

DATE: August 22, 2023

In May 2023, the Minnow Pond Drain Drainage Board approved an Invasive Vegetation Treatment Project Proposal with Hubbell, Roth, & Clark, Inc. (HRC), and its subcontractor, Six Rivers Land Conservancy, for treatment of invasive plant species to help restore capacity and improve wildlife habitat on identified Oakland County drains.

WRC staff have identified Phragmites located within the Minnow Pond Drain Basin. This year's treatment cost will be \$1,150. As the property owner, permission for Six Rivers Land Conservancy and its contractor to access the site to perform invasive treatment and apply for appropriate permits is required pursuant to the attached Property Access Agreement for Treatment of Invasive Species.

Pursuant to the Agreement, Six Rivers Land Conservancy has agreed to maintain appropriate insurance connected with providing the treatment, in addition to providing indemnity for any claims, demands, suits, losses, or costs related to providing the treatment.

The term of the Agreement is from the date of execution through December 31, 2025.

Requested Action:

Approve the cost for treatment of invasive species and authorize execution of the attached Oakland County Parks Agreement by the Chairperson of the Board.



Property Access and Consent for Treatment License Agreement (“Agreement”)

The County of Oakland, by and through its statutory agent, the Oakland County Parks and Recreation Commission, 2800 Watkins Lake Road, Waterford, MI 48328 (hereinafter and collectively “OCPRC”) is granted a License to access and treat the real property, described in Section 1, by:

Name of Entity or Person (“Owner”):

Address:

Contact Person:

Telephone Number:

E-Mail Address:

For and in consideration of the issuance of the license in this Agreement, the Parties agree to the following terms and conditions:

1. **Use of Property.**
 - 1.1. **Property.** The real property that may be accessed and used is described and depicted in Exhibit A (hereinafter “Property”). Exhibit A is incorporated into this Agreement
 - 1.2. **License/Access.** OCPRC, including its officials, employees, volunteers, agents, and contractors (individually and collectively) are granted a license to access the Property and perform the work described in Exhibit A. The work described in Exhibit A is hereinafter referred to as “Work.”
 - 1.3. **Fee.** In exchange for the Work to be performed by OCPRC, there shall be no fee charged by Owner for access to the Property.
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3. **Condition of Property.** During this Agreement, OCPRC shall keep the Property in in a clean and safe condition and free of trash. Except for normal wear and tear and the Work performed, OCPRC’s use of the Property shall not cause damage or waste to the Property.
4. **Condition of Property upon end of Agreement.** Except for normal wear and tear and the Work performed, at the expiration or termination of this Agreement, OCPRC shall leave the Property in a similar condition that OCPRC found it.
5. **Compliance with Law & Permits/Licenses.**
 - 5.1. Owner, OCPRC, and OCPRC officials, employees, volunteers, agents, and contractors, shall comply with all applicable federal, state, and local laws, regulations, rules, ordinances, and the provisions of this Agreement.

- 5.2. **State & Federal Licenses/Permits/Approvals.** Notwithstanding any other provision to the contrary, OCPRC is responsible for and shall obtain, at its sole expense, all state and federal licenses, permits, and other governmental approvals that are necessary for the Work on or around the Property. When requested by OCPRC, Owner shall assist in the process of obtaining such licenses, permits, and other governmental approvals. Any costs incurred by Owner in assisting OCPRC, under this subsection, shall be paid by OCPRC.
- 5.3. **Local Licenses/Permits/Approvals.** Notwithstanding any other provision to the contrary, Owner shall be responsible for and shall obtain, at its sole expense, all local licenses, permits, and other governmental approvals that are necessary for the Work on or around the Property. When requested by Owner, OCPRC shall assist in the process of obtaining such licenses, permits, and other governmental approvals. Any costs incurred by OCPRC in assisting Owner, under this subsection, shall be paid by Owner.
6. **Alterations, Additions, Changes to Property.** Except for the Work performed in Exhibit A, OCPRC shall not make any alterations, additions, or changes to the Property, without the prior written approval of Owner.
7. **Property AS IS.** OCPRC ACCEPTS THE PROPERTY "AS IS." OCPRC ACKNOWLEDGES THAT IT HAD THE OPPORTUNITY TO INSPECT THE PROPERTY AND EITHER INSPECTED THE PROPERTY OR CHOSE NOT TO INSPECT THE PROPERTY.
8. **OCPRC Responsibilities.**
- 8.1. **Performance of Work.** OCPRC or its officials, employees, volunteers, agents, and contractors shall perform the Work at no cost to Owner.
- 8.2. **Notice.** OCPRC shall provide Owner 24 hour written notice before commencement of the Work.
9. **Owner Responsibilities/Representations.**
- 9.1. **Property Ownership/Rights.** Owner represents and warrants the following to OCPRC:
- 9.1.1. Owner owns the Property;
- 9.1.2. Owner has the right to enter into this Agreement; and
- 9.1.3. OCPRC's entry and Work on the Property will not violate any other agreement or restrictions to which Owner or the Property is subject to.
- 9.2. **Request and Consent to Work.** Owner acknowledges that it requests the Work and consents to OCPRC or its officials, employees, volunteers, agents, and contractors performing the Work.
- 9.3. **Assumption of Risks.** Owner assumes the risks associated with the Work performed by OCPRC and its officials, employees, volunteers, agents, and contractors.

10. **Liability/Assurances.**

- 10.1. **Waiver/Release.** Owner waives, releases, discharges, and covenants not to sue OCPRC and its officials, employees, volunteers, agents, and contractors for liability, damages, injuries, claims, or demands arising out of or in any way connected to the performance of this Agreement.
- 10.2. **Hazardous Material/Waste.** Except for the materials used in the Work, OCPRC and its officials, employees, volunteers, agents, and contractors shall not cause or allow any person or entity to discharge any hazardous material, waste, or debris on or around any the Property.
- 10.3. **Reservation of Rights/Limitation of Liability.** In no event shall OCPRC be liable for any consequential, incidental, indirect, special, and punitive or other damages arising out of this Agreement. 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 OCPRC or its officials, employees, or volunteers.
- 10.4. **Survival.** Section 10 and the duties and obligations contained herein shall survive the expiration or termination of this Agreement.

11. **Termination**

- 11.1. **Failure to Obtain Licenses/Permits/Approvals.** If either Party fails to obtain the required licenses, permits and other governmental approvals required to perform the Work, then either Party may terminate this Agreement upon fourteen (14) calendar days written notice to the other Party. If this Agreement is terminated pursuant to this Section, OCPRC's obligation to perform the Work shall cease.
12. **No Interest in Property.** OCPRC, by virtue of this Agreement, shall not have any title to or interest in the Property or any portion thereof. OCPRC has not, does not, and will not claim any such title, interest, or any easement over the Property. This Agreement and/or any related affidavit or instrument shall not be recorded with the Oakland County Register of Deeds.
13. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
14. **Waiver.** Waiver of any term or condition under this Agreement must be in writing. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
15. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
16. **Amendments.** This Agreement cannot be modified unless reduced to writing and signed by both Parties.

17. **Severability.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect.
18. **Governing Law.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
19. **Counterparts.** This Agreement may be executed in one or more counterparts, including facsimile or electronic copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.
20. **Entire Agreement.** This Agreement sets forth all covenants, promises, agreements, conditions, and understandings between the Parties concerning the use of the Property. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than are herein set forth.
21. **Authorization.** The Parties represent that their respective signatories have the requisite authority to execute and bind them to this Agreement.

APPROVED AND AUTHORIZED BY OWNER:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE

APPROVED AND AUTHORIZED BY OCPRC:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE

EXHIBIT A

1. **Property Description:**

- a. **Address:**
- b. **PIN:23-10-101-001**

2. **Work Description:**

- a. **Commercial application and mowing of invasive plants**

b. The Owner acknowledges and understands that the Work may include applying herbicides, at the recommended label rates and in accordance with label directions, under the direction of licensed and certified commercial applicators; hand pulling, mowing, or cutting plants or trees; prescribed burning; native plantings; and/or other accepted best practice control or restoration methods, as determined by OCPRC in its sole discretion. The Work may also occur under permit by the Michigan Department of Environment, Great Lakes, and Energy where applicable and will adhere to requirements under said permit, including filing any treatment amendments, all necessary posting on the Property prior to treatments, and all required follow-up paperwork.

3. **Term:** The Agreement shall commence on 8/22/2023 and shall end on **12/31/2025**.

12. Tribute Drain

AGENDA

DRAINAGE BOARD FOR THE TRIBUTE DRAIN

August 22, 2023

1. Call meeting to order
2. Approve minutes of meeting of March 24, 2020
3. Public Comments
4. Present Memorandum from Joel Kohn, Environmental Planner, dated August 22, 2023, requesting the Board approve the cost for treatment of invasive species and authorize execution of the attached Oakland County Parks Agreement by the Chairperson
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

March 24, 2020

A meeting of the Drainage Board for the Tribute Drain was held via teleconference due to the COVID-19 pandemic at 2:00 p.m. on the 24th day of March, 2020.

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

Helaine Zack, Chairperson of the Finance Committee, Oakland County Board of Commissioners

ABSENT: None

Minutes of the meeting held October 25, 2016 were presented for consideration. It was moved by Zack, 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 Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$30,589 for the Tribute Drain (as attached) were presented. It was moved by Zack, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$30,589 as presented.

ADOPTED: Yeas - 3
Nays - 0

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

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

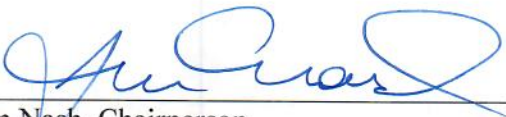


Jim Nash, Chairperson

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 of the Tribute Drain, Oakland County, Michigan, held on the 24th day of March, 2020, 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 of the Tribute Drain Drainage District.



Jim Nash, Chairperson

Dated: April 8, 2020

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER**

MEMORANDUM

TO: Jim Nash, Chairperson
Tribute Drain Drainage Board

FROM: Joel Kohn, Environmental Planner

SUBJECT: Property Access Agreement for Treatment of Invasive Species

DATE: August 22, 2023

In May 2023, the Tribute Drain Drainage Board approved an Invasive Vegetation Treatment Project Proposal with Hubbell, Roth, & Clark, Inc. (HRC), and its subcontractor, Six Rivers Land Conservancy, for treatment of invasive plant species to help restore capacity and improve wildlife habitat on identified Oakland County drains.

WRC staff have identified Phragmites located within the Tribute Drain Basin. This year's treatment cost will be \$585. As the property owner, permission for Six Rivers Land Conservancy and its contractor to access the site to perform invasive treatment and apply for appropriate permits is required pursuant to the attached Property Access Agreement for Treatment of Invasive Species.

Pursuant to the Agreement, Six Rivers Land Conservancy has agreed to maintain appropriate insurance connected with providing the treatment, in addition to providing indemnity for any claims, demands, suits, losses, or costs related to providing the treatment.

The term of the Agreement is from the date of execution through December 31, 2025.

Requested Action:

Approve the cost for treatment of invasive species and authorize execution of the attached Oakland County Parks Agreement by the Chairperson of the Board.



Property Access and Consent for Treatment License Agreement (“Agreement”)

The County of Oakland, by and through its statutory agent, the Oakland County Parks and Recreation Commission, 2800 Watkins Lake Road, Waterford, MI 48328 (hereinafter and collectively “OCPRC”) is granted a License to access and treat the real property, described in Section 1, by:

Name of Entity or Person (“Owner”):

Address:

Contact Person:

Telephone Number:

E-Mail Address:

For and in consideration of the issuance of the license in this Agreement, the Parties agree to the following terms and conditions:

1. **Use of Property.**
 - 1.1. **Property.** The real property that may be accessed and used is described and depicted in Exhibit A (hereinafter “Property”). Exhibit A is incorporated into this Agreement
 - 1.2. **License/Access.** OCPRC, including its officials, employees, volunteers, agents, and contractors (individually and collectively) are granted a license to access the Property and perform the work described in Exhibit A. The work described in Exhibit A is hereinafter referred to as “Work.”
 - 1.3. **Fee.** In exchange for the Work to be performed by OCPRC, there shall be no fee charged by Owner for access to the Property.
2. **Term of Agreement.** The Term of this Agreement is set forth in Exhibit A.
3. **Condition of Property.** During this Agreement, OCPRC shall keep the Property in in a clean and safe condition and free of trash. Except for normal wear and tear and the Work performed, OCPRC’s use of the Property shall not cause damage or waste to the Property.
4. **Condition of Property upon end of Agreement.** Except for normal wear and tear and the Work performed, at the expiration or termination of this Agreement, OCPRC shall leave the Property in a similar condition that OCPRC found it.
5. **Compliance with Law & Permits/Licenses.**
 - 5.1. Owner, OCPRC, and OCPRC officials, employees, volunteers, agents, and contractors, shall comply with all applicable federal, state, and local laws, regulations, rules, ordinances, and the provisions of this Agreement.

- 5.2. **State & Federal Licenses/Permits/Approvals.** Notwithstanding any other provision to the contrary, OCPRC is responsible for and shall obtain, at its sole expense, all state and federal licenses, permits, and other governmental approvals that are necessary for the Work on or around the Property. When requested by OCPRC, Owner shall assist in the process of obtaining such licenses, permits, and other governmental approvals. Any costs incurred by Owner in assisting OCPRC, under this subsection, shall be paid by OCPRC.
- 5.3. **Local Licenses/Permits/Approvals.** Notwithstanding any other provision to the contrary, Owner shall be responsible for and shall obtain, at its sole expense, all local licenses, permits, and other governmental approvals that are necessary for the Work on or around the Property. When requested by Owner, OCPRC shall assist in the process of obtaining such licenses, permits, and other governmental approvals. Any costs incurred by OCPRC in assisting Owner, under this subsection, shall be paid by Owner.
6. **Alterations, Additions, Changes to Property.** Except for the Work performed in Exhibit A, OCPRC shall not make any alterations, additions, or changes to the Property, without the prior written approval of Owner.
7. **Property AS IS.** OCPRC ACCEPTS THE PROPERTY "AS IS." OCPRC ACKNOWLEDGES THAT IT HAD THE OPPORTUNITY TO INSPECT THE PROPERTY AND EITHER INSPECTED THE PROPERTY OR CHOSE NOT TO INSPECT THE PROPERTY.
8. **OCPRC Responsibilities.**
- 8.1. **Performance of Work.** OCPRC or its officials, employees, volunteers, agents, and contractors shall perform the Work at no cost to Owner.
- 8.2. **Notice.** OCPRC shall provide Owner 24 hour written notice before commencement of the Work.
9. **Owner Responsibilities/Representations.**
- 9.1. **Property Ownership/Rights.** Owner represents and warrants the following to OCPRC:
- 9.1.1. Owner owns the Property;
- 9.1.2. Owner has the right to enter into this Agreement; and
- 9.1.3. OCPRC's entry and Work on the Property will not violate any other agreement or restrictions to which Owner or the Property is subject to.
- 9.2. **Request and Consent to Work.** Owner acknowledges that it requests the Work and consents to OCPRC or its officials, employees, volunteers, agents, and contractors performing the Work.
- 9.3. **Assumption of Risks.** Owner assumes the risks associated with the Work performed by OCPRC and its officials, employees, volunteers, agents, and contractors.

10. **Liability/Assurances.**

- 10.1. **Waiver/Release.** Owner waives, releases, discharges, and covenants not to sue OCPRC and its officials, employees, volunteers, agents, and contractors for liability, damages, injuries, claims, or demands arising out of or in any way connected to the performance of this Agreement.
- 10.2. **Hazardous Material/Waste.** Except for the materials used in the Work, OCPRC and its officials, employees, volunteers, agents, and contractors shall not cause or allow any person or entity to discharge any hazardous material, waste, or debris on or around any the Property.
- 10.3. **Reservation of Rights/Limitation of Liability.** In no event shall OCPRC be liable for any consequential, incidental, indirect, special, and punitive or other damages arising out of this Agreement. 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 OCPRC or its officials, employees, or volunteers.
- 10.4. **Survival.** Section 10 and the duties and obligations contained herein shall survive the expiration or termination of this Agreement.

11. **Termination**

- 11.1. **Failure to Obtain Licenses/Permits/Approvals.** If either Party fails to obtain the required licenses, permits and other governmental approvals required to perform the Work, then either Party may terminate this Agreement upon fourteen (14) calendar days written notice to the other Party. If this Agreement is terminated pursuant to this Section, OCPRC's obligation to perform the Work shall cease.
12. **No Interest in Property.** OCPRC, by virtue of this Agreement, shall not have any title to or interest in the Property or any portion thereof. OCPRC has not, does not, and will not claim any such title, interest, or any easement over the Property. This Agreement and/or any related affidavit or instrument shall not be recorded with the Oakland County Register of Deeds.
13. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
14. **Waiver.** Waiver of any term or condition under this Agreement must be in writing. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
15. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
16. **Amendments.** This Agreement cannot be modified unless reduced to writing and signed by both Parties.

17. **Severability.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect.
18. **Governing Law.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
19. **Counterparts.** This Agreement may be executed in one or more counterparts, including facsimile or electronic copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.
20. **Entire Agreement.** This Agreement sets forth all covenants, promises, agreements, conditions, and understandings between the Parties concerning the use of the Property. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties other than are herein set forth.
21. **Authorization.** The Parties represent that their respective signatories have the requisite authority to execute and bind them to this Agreement.

APPROVED AND AUTHORIZED BY OWNER:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE

APPROVED AND AUTHORIZED BY OCPRC:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE

EXHIBIT A

1. **Property Description:**

- a. **Address:**
- b. **PIN:23-19-426-055,23-30-276-060**

2. **Work Description:**

- a. **Commercial application and mowing of invasive plants**

b. The Owner acknowledges and understands that the Work may include applying herbicides, at the recommended label rates and in accordance with label directions, under the direction of licensed and certified commercial applicators; hand pulling, mowing, or cutting plants or trees; prescribed burning; native plantings; and/or other accepted best practice control or restoration methods, as determined by OCPRC in its sole discretion. The Work may also occur under permit by the Michigan Department of Environment, Great Lakes, and Energy where applicable and will adhere to requirements under said permit, including filing any treatment amendments, all necessary posting on the Property prior to treatments, and all required follow-up paperwork.

3. **Term:** The Agreement shall commence on 8/22/2023 and shall end on **12/31/2025**.

13. Wilmont Drain

AGENDA

DRAINAGE BOARD FOR THE WILMONT DRAIN

August 22, 2023

1. Call meeting to order
2. Approve minutes of meeting of July 18, 2023
3. Public Comments
4. Present Change Order No. 1 for Trojan Development Co. for Construction of the White Horse Lake Weir Replacement for a net increase in the amount of \$8,262.30
5. Present Construction Estimate No. 3 for Trojan Development Co. for the White Horse Lake Weir Replacement in the amount of \$25,615.00
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

July 18, 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 18th day of July 2023

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 28, 2023, 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.

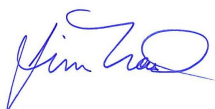
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$10,500.00 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$10,500.00.

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.

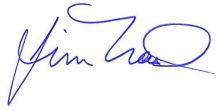


Jim Nash, Chairperson

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 Wilmont Drain, Oakland County, Michigan, held on the 18th day of July 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.



Jim Nash, Chairperson

Dated: July 18, 2023

CHANGE ORDER**CHANGE ORDER NO. 1**

Jim Nash, Oakland County Water Resources Commissioner
Wilmont Relief Drain
For Construction of the White Horse Lake Weir Replacement
Waterford Township
Oakland County, Michigan

Authorization for Extras To & Changes In Contract

Department No. : 6010101

Account No. : 730373

Fund No. : 82510 - Wilmont

Program No. : 155020

Project No. : 13632

Project Activity : STD

Contractor : Trojan Development Co.
 2260 Metamora Rd, Oxford, MI 48371

Contract No. : CON00010022

Date of Contract: 10/25/22

Completion Date: 7/8/23

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
A.	<p>LOCATION: Proposed Weir, between the anchored 40' sheet piles on both sides of the channel (see sketch attached to Work Change Directive #01)</p> <p>DESCRIPTION: Extra/Add</p> <p>Weir Sheetpiles, Additional Length</p> <p>REASON: In the process of driving the 40 foot sheets to construct the anchored sheet piling bottom, a stable layer of silty clay was discovered about 25 feet below the existing ground surface. Contractor proposed using 30 foot sheet piles every third pile in the construction of the weir. The 30 foot sheet piles will be driven into the silty clay to provide additional center anchor points and increase the rigidity of the sheet pile structure. Original design relied on end return walls reinforced by waler. To offset the additional cost, Fishbeck proposed reducing the length of the end return walls. After discussion, the engineer, owner, and Trojan agreed to proceed with the proposed longer sheet piles while retaining the original design of the end return walls in order to maximize the overall stability of</p>	LSUM	1.0	\$17,278.30	\$17,278.30	---

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

CHANGE ORDER

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
B.	LOCATION: 6165 Hackett St, Interior of House DESCRIPTION: Extra/Add Additional Preconstruction Video - House Interior REASON: Preconstruction video included interior of house to formally document existing conditions prior to use of vibratory hammer to drive in sheet pile. Video covered resident's basement to measure foundation cracks prior to work. Engineer, contractor, and owner were in agreement with scope and price.	LSUM	1.0	\$984.00	\$984.00	---
C.	LOCATION: Driveway of 6165 Hackett St DESCRIPTION: Change / Delete Driveway Removal and Replacement (Bid Item No. 06) Extra / Add	LSUM	-1.0	\$14,500.00	---	\$14,500.00
D.	DESCRIPTION: Extra / Add Driveway Protection REASON: Driveway replacement was part of easement condition on house. Contractor used road plates to protect homeowner's driveway. After demobilization and removal of the plates, the homeowner's driveway was still in satisfactory condition. OCWRC reviewed the condition of the driveway with the homeowner, who opted to be paid the cost difference between removal/replacement and contractor's price for driveway protection.	LSUM	1.0	\$4,500.00	\$4,500.00	---
				Totals	\$22,762.30	\$14,500.00
				Net Increase	\$8,262.30	---

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

CHANGE ORDER NO. 1

Jim Nash, Oakland County Water Resources Commissioner
Wilmont Relief Drain
For Construction of the White Horse Lake Weir Replacement
Waterford Township
Oakland County, Michigan

Prepared by: _____
Garrett Shafer - OCWRC Project Engineer

Date: _____

Recommended by: _____
Dave Potter, P.E. - Fishbeck Consulting Engineer

Date: _____

Approved by: Geoff Wilson
Geoff Wilson, P.E. - OCWRC Chief Engineer

Date: 8/16/23

The Contractor agrees to do the work described above and agrees to accept payment in full on the basis indicated.

Accepted by: _____
Dan Cinader - Project Manager
Trojan Development Company

Date: _____

Approved by: _____
Gary Nigro, P.E.
Manager

Date: _____

The Contractor is hereby authorized and instructed to do the work described above in accordance with the terms of the Contract.

This Change Order was approved by the Drainage Board on:

CHANGE ORDER

CHANGE ORDER NO. 1

**Jim Nash, Oakland County Water Resources Commissioner
Wilmont Relief Drain
For Construction of the White Horse Lake Weir Replacement
Waterford Township
Oakland County, Michigan**

Notice to Proceed Date:	Wednesday, November 9, 2022
Contract Substantial Completion Date:	Wednesday, June 7, 2023
Contract Final Completion Date:	Saturday, July 8, 2023
Original Contract Value:	\$ 267,000.00
Previous C.O. Values:	\$ -
Change Order No. 1 Value:	\$ 8,262.30
Adjusted Contract Value	\$ 275,262.30

**JIM NASH
OAKLAND COUNTY WATER RESOURCE COMMISSIONER**

Jim Nash, Oakland County Water Resources Commissioner
Wilmont Relief Drain Drainage District
For Maintenance of the Wilmont Relief Drain - White Horse Lake Weir Replacement
Waterford Township
Oakland County, Michigan

Construction Estimate No. 3

01/04/2023 to 06/08/2023

Department No. : 6010101
Fund No. : 82510
Project No. : 13632

Account No. : 730373
Program No. : 155020
Activity : STD
Vendor No. : 5297

Contractor :
Trojan Development Company, Inc.
2260 Metamora Rd
Oxford, MI 48371

Contract No. : CON00010022
Date of Contract : 10/25/2022
Completion Date : 7/8/2023

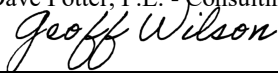
Original Contract Amount:		\$267,000.00
Previous Change Order Numbers (none):		\$0.00
Change Orders This Estimate Numbers (none):		\$0.00
Total Net Change Orders:		\$0.00
Adjusted Contract Amount:		\$267,000.00
Subtotal To Date: (Sheet 2 of 2 Column 7)		\$252,500.00
Less Deductions to Date: (Sheet 2 of 2 Column 7)		\$0.00
Gross Estimate: (Work in Place)	94.57%	\$252,500.00
Less Amount Reserved: (5% of Adjusted Contract Amount)		\$13,350.00
Total Amount Allowed To Date:		\$239,150.00
Less Previous Estimates:		\$213,535.00
Net Payment Request To Be Paid To Contractor:		\$25,615.00
Reserve Payment to Contractor		\$0.00
Balance of Contract To Date	\$14,500.00	Accounting Auditor:
Less Previous Transfers To Reserve:		\$13,350.00
Amount of Current Transfer:		\$0.00

Prepared by: _____
Garrett Shafer - Project Engineer

Date: _____

Recommended by: _____
Dave Potter, P.E. - Consulting Engineer

Date: _____

Approved by: 
Geoff Wilson, P.E. - Chief Engineer

Date: 8/16/23

Approved by Board on: _____

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

14. David L. Moffitt Drain

AGENDA

DRAINAGE BOARD FOR THE DAVID L. MOFFITT DRAIN

August 22, 2023

1. Call meeting to order
2. Approve minutes of meeting of March 24, 2020
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$6,614
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE DAVID L. MOFFITT DRAIN**

March 24, 2020

A meeting of the Drainage Board for the David L. Moffitt Drain was held via teleconference due to the COVID-19 pandemic at 2:00 p.m. on the 24th day of March, 2020.

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

Helaine Zack, Chairperson of the Finance Committee, Oakland County Board of Commissioners

ABSENT: None

Minutes of the meeting held March 22, 2016 were presented for consideration. It was moved by Zack, 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 Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$8,924 for the David L. Moffitt Drain (as attached) were presented. It was moved by Zack, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$8,924 as presented.

ADOPTED: Yeas - 3
Nays - 0

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

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

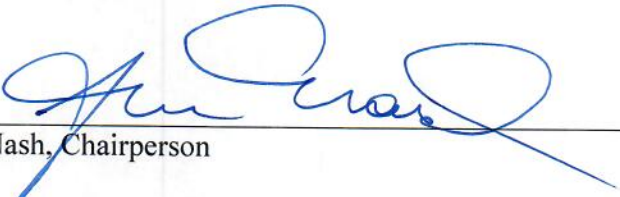


Jim Nash, Chairperson

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 of the David L. Moffitt Drain, Oakland County, Michigan, held on the 24th day of March, 2020, 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 of the David L. Moffitt Drain Drainage District.



Jim Nash, Chairperson

Dated: April 8, 2020

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
David L. Moffitt Drain

Assessment for estimated maintenance expenses for fiscal years: 2023 through 2025

Date last assessment approved:	03/24/20	
Last Assessment:		\$8,924
Current Available Cash:		\$3,386

Expenditure History:	Fiscal Year	Amount
	2016	\$3,560
	2017	\$2,530
	2018	\$1,452
	2019	\$1,392
	2020	\$2,208
	2021	\$1,403
	2022	\$1,149

Estimated Expenditures:	Year	Amount
	2023	\$2,500
	2024	\$2,500
	2025	\$2,500
	Total	\$7,500

Recommended Assessment:

Current Cash Deficit	\$0
Total Anticipated Expenses 2023 - 2025	\$7,500
Less Current Available Cash Exceeding Minimum Fund Balance*	(\$886)

TOTAL RECOMMENDED ASSESSMENT	\$6,614
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Prepared by: Geoff Wilson Date: 8/16/23
Geoff Wilson, P.E. - Chief Engineer

Approved by: Gary Nigro Date: August 18, 2023
Gary Nigro, P.E. - Manager

Note: Current Available Cash as of June 30, 2023, Fiscal Services Division Report.

*Minimum fund balance is equal to one year of maintenance

**SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE
OF THE DAVID L. MOFFITT DRAIN**

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
City of Pontiac	100.0000%	\$ 6,614.00	\$ 6,614.00	-	-
Total	100.000%	\$ 6,614.00	\$ 6,614.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 4/26/1994.

Assessment Payment Due Date(s): Payment #1 09/30/2023

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the David L. Moffitt Drain for the fiscal years 2023- 2025 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the David L. Moffitt Drain

The foregoing Special Assessment Roll for the maintenance of the David L. Moffitt Drain was approved by the Drainage Board on _____.

Jim Nash
Chairman of the Drainage Board for the David L. Moffitt Drain

15. Moore Drain

AGENDA

DRAINAGE BOARD FOR THE MOORE DRAIN

August 22, 2023

1. Call meeting to order
2. Approve minutes of meeting of March 24, 2020
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$7,242
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

March 24, 2020

A meeting of the Drainage Board for the Moore Drain was held via teleconference due to the COVID-19 pandemic at 2:00 p.m. on the 24th day of March, 2020.

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

Helaine Zack, Chairperson of the Finance Committee, Oakland County Board of Commissioners

ABSENT: None

Minutes of the meeting held August 23, 2016 were presented for consideration. It was moved by Zack, 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 Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$12,526 for the Moore Drain (as attached) were presented. It was moved by Zack, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$12,526 as presented.

ADOPTED: Yeas - 3
Nays - 0

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

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

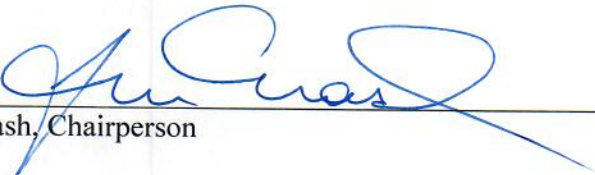


Jim Nash, Chairperson

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 of the Moore Drain, Oakland County, Michigan, held on the 24th day of March, 2020, 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 of the Moore Drain Drainage District.



Jim Nash, Chairperson

Dated: April 8, 2020

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Moore Drain

Assessment for estimated maintenance expenses for fiscal years: 2023 through 2025

Date last assessment approved:	03/24/20	
Last Assessment:		\$12,526
Current Available Cash:		\$7,558

Expenditure History:	Fiscal Year	Amount
	2016	\$1,066
	2017	\$778
	2018	\$4,666
	2019	\$3,788
	2020	\$1,681
	2021	\$1,329
	2022	\$3,207

Estimated Expenditures:	Year	Amount
	2023	\$3,700
	2024	\$3,700
	2025	\$3,700
	Total	\$11,100

Recommended Assessment:

Current Cash Deficit	\$0
Total Anticipated Expenses 2023 - 2025	\$11,100
Less Current Available Cash Exceeding Minimum Fund Balance*	(\$3,858)

TOTAL RECOMMENDED ASSESSMENT	\$7,242
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Prepared by: Geoff Wilson Date: 8/16/23
Geoff Wilson, P.E. - Chief Engineer

Approved by: Gary Nigro Date: August 18, 2023
Gary Nigro, P.E. - Manager

Note: Current Available Cash as of June 30, 2023, Fiscal Services Division Report.

*Minimum fund balance is equal to one year of maintenance

**SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE
OF THE MOORE DRAIN**

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
City of Pontiac	95.9200%	\$ 6,946.53	\$ 6,946.53	-	-
State of Michigan	4.0800%	\$ 295.47	\$ 295.47	-	-
<hr/>					
Total	100.000%	\$ 7,242.00	\$ 7,242.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 2/9/1989.

Assessment Payment Due Date(s): Payment #1 09/30/2023

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Moore Drain for the fiscal years 2023- 2025 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Moore Drain

The foregoing Special Assessment Roll for the maintenance of the Moore Drain was approved by the Drainage Board on _____ .

Jim Nash
Chairman of the Drainage Board for the Moore Drain