

NOTICE OF MEETINGS
DRAINAGE BOARD FOR THE FOLLOWING DRAINS:

1. Drainage District Policy
2. Clinton River Water Resource Recovery Facility
3. Acacia Park CSO Drain
4. Bloomfield Village CSO Drain
5. Evergreen-Farmington Sanitary Sewer Drain
6. Wilmont Relief Drain
7. George W. Kuhn 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, SEPTEMBER 26, 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: September 22, 2023

Microsoft Teams meeting

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1. Drainage District Policy

AGENDA

DRAINAGE BOARD FOR POLICY MATTERS

September 26, 2023

1. Call meeting to order
2. Approve minutes of meeting of June 27, 2023
3. Public Comments
4. Meadowbrook insurance renewal proposals and approval of invoices
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR POLICY MATTERS**

June 27, 2023

A meeting of the Drainage Board for Policy Matters 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 27th day of June 2023.

The meeting was called to order by the Chairperson.

PRESENT: David Woodward, Chairperson of the Oakland County Board of Commissioners

Jim Nash, Oakland County Water Resources Commissioner

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

Minutes of the meeting held March 28, 2023, were presented for consideration. It was moved by Woodward, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2
Nays - 0

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

A memorandum from Steve Korth, Water Resources Commissioner Chief Manager and Megan Koss, Water Resources Commissioner Attorney, dated June 27, 2023, requesting the Board receive and file the Drainage District Public Officials' Liability Insurance memorandum was presented. It was moved by Woodward, supported by Nash to receive and file the Drainage District Public Officials' Liability Insurance memorandum as presented.

ADOPTED: Yeas - 2
Nays - 0

A memorandum from Jim Nash, Oakland County Water Resources Commissioner, dated June 27, 2023, requesting the Board authorize staff to coordinate with Corporation Counsel and Fiscal Services personnel to assist with the analysis and review of Road Commission drain assessments was presented. It was moved by Woodward, supported by Nash, to authorize staff to coordinate with Corporation Counsel and Fiscal Services personnel to assist with the analysis and review of Road Commission drain assessments as presented.

ADOPTED: Yeas - 2
Nays - 0

A memorandum from Lynne Seymour, P.E., Chief Engineer, dated June 27, 2023, requesting the Board approve the Plan Review and Permitting Fee Schedule for all separate and combined Chapter 20 drains with implementation commencing on July 1, 2023, was

presented. It was moved by Woodward, supported by Nash, to approve the Plan Review and Permitting Fee Schedule for all separate and combined Chapter 20 drains with implementation commencing on July 1, 2023, as presented.

ADOPTED: Yeas - 2
Nays - 0

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

ADOPTED: Yeas - 2
Nays - 0

There being no further business, the meeting was adjourned.

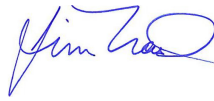


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

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

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



Jim Nash, Chairperson

Dated: June 27, 2023



Oakland County Water Resources Commissioner Intra-County Drainage Districts

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

Insurance Proposal for General Liability, Public Officials Liability, Excess Liability, and Pollution Liability

10/01/2023

to

10/01/2024

(Dated 9/15/23)

Oakland County Water Resources Commissioner Intra-County Drainage Districts

Executive Summary - Liability 10/01/2023 to 10/01/2024

	Expiring Program	Renewal	Renewal Option #1 (Recommended)	Renewal Option #2
Term	10/01/2022-2023	10/01/2023-2024	10/01/2023-2024	10/01/2023-2024
Carrier	Lexington	Lexington	Liberty Mutual	Lexington/General Star
Form Type	Occurrence	Occurrence	Occurrence	Occurrence
Primary Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
1st Excess Limit	N/A	N/A	\$10,000,000	\$5,000,000
2nd Excess Limit	N/A	N/A	N/A	N/A
Limits	\$1,000,000 (Each General Liability and Public Officials)	\$1,000,000 (Each General Liability and Public Officials)	\$11,000,000 (Combined General Liability and Public Officials)	\$6,000,000 (Each General Liability and Public Officials)
Retention	\$250,000	\$250,000	\$250,000	\$250,000
Primary Premium	\$106,702	\$113,104	\$94,379	\$113,104
1st Excess Premium	N/A	N/A	\$26,556	\$153,750
TPA Fee	\$1,500	\$0	N/A	\$0
Premium	\$108,202	\$113,104	\$120,935	\$266,854
Percentage Change		5%	12%	147%
<u>Defense Costs</u>	GL - Outside the limit, POL - Inside the limit	GL - Outside the limit, POL - Inside the limit	GL - Outside the limit, POL - Inside the limit	GL - Outside the limit, POL - Inside the limit
<u>Duty to Defend</u>	Right and Duty	Right and Duty	Right and Duty	Right and Duty
<u>How Limits Apply</u>	Separate Aggregate	Separate Aggregate	Shared Aggregate Excess	Separate Aggregate
<u>Backup Exclusion</u> - Backup or overflow of any sewer line installed, owned, maintained and/or serviced by you.	Yes	Yes	Yes	Yes
<u>Earth Movement (Subsidence) Exclusion</u> - applies to Property Damage liability only (does not exclude Bodily Injury)	Exclusion for Property Damage Only (no Exclusion for Bodily Injury)	Exclusion for Property Damage Only (no Exclusion for Bodily Injury)	No Exclusion for Bodily Injury or Property Damage	Exclusion for Property Damage Only (no Exclusion for Bodily Injury)

Oakland County Water Resources Commissioner Intra-County Drainage Districts

10/01/2023 to 10/01/2024

Premium Summary

POLICIES	Expiring Premium 2022-2023 \$1M Total Limit	Lexington Renewal 2023 to 2024 \$1M Total Limit	(Recommended) Liberty Mutual 2023 to 2024 \$11M Total Limit	Lexington Renewal 2023 to 2024 \$6M Total Limit [1]
Public Entity Liability	\$106,702.50 \$1M Limit \$250k SIR	\$113,104.65 \$1M Limit \$250k SIR	\$94,379.00 \$1M Limit \$250k SIR	\$113,104.65 \$1M Limit \$250k SIR
Excess Liability	N/A	N/A	\$26,556.00 \$10M Limit	\$153,750.00 \$5M Limit
Pollution Liability	\$26,044.00	\$27,086.00	\$27,086.00	\$27,086.00
AIG Claims Administration Fee	\$1,500.00	\$0.00	N/A	\$0.00
Total Premium:	\$134,246.50	\$140,190.65	\$148,021.00	\$293,940.65

[1] We didn't price to \$10M Total Limit as the bid was price prohibitive at \$6M Total Limit.

2. Clinton River Water Resource Recovery Facility

AGENDA

DRAINAGE BOARD FOR THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY

September 26, 2023

1. Call meeting to order
2. Approve minutes of meeting of August 22, 2023
3. Public Comments
4. Meadowbrook insurance renewal proposals and approval of invoices
5. Present Memorandum from Razik Alsaigh, P.E., Civil Engineer III, dated September 26, 2023, requesting the Board approve and authorize the Chairperson to execute the contract with Meadowbrook Inc. to provide an owner's insurance programs for the Drainage District's Optimization Phase I Project
6. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund in the amount of \$12,680.39
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 \$185,061.99
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**

August 22, 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 22nd day of August 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

ABSENT: David Woodward, Chairperson of the Oakland County Board of Commissioners

Minutes of the meeting held July 18, 2023, were presented for consideration. It was moved by Markham, supported by Nash that the minutes be approved.

ADOPTED: Yeas - 2
Nays - 0

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

A 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 was presented. It was moved by Markham, supported by Nash, to 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 as presented.

ADOPTED: Yeas - 2
Nays - 0

A 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 was presented. It was moved by Markham, supported by Nash, to 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 as presented.

ADOPTED: Yeas - 2

Nays - 0

A 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 was presented. It was moved by Markham, supported by Nash, to 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 as presented.

ADOPTED: Yeas - 2
Nays - 0

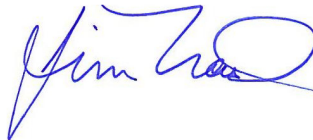
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$855,942.93 (as attached) was presented. It was moved by Markham, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$855,942.93.

ADOPTED: Yeas - 2
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

ADOPTED: Yeas - 2
Nays - 0

There being no further business, the meeting was adjourned.




Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Clinton River Water Resource Recovery Facility, Oakland County, Michigan, held on the 22nd day of August 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: August 22, 2023

Clinton River Water Resource Recovery Facility Drainage District

*155 S Opdyke Rd
Pontiac, MI 48342*

Insurance Proposal for General Liability, Public Entity Liability, Excess Liability, Pollution Liability, and Cyber Liability

**10/05/2023
to
10/05/2024**

(Dated as of 9/15/2023)

Sal Saputo, Executive Vice President



www.meadowbrookagency.com

Clinton River Water Resource Recovery Facility

Executive Summary – Liability

10/05/2023 to 10/05/2024

Liability Summary - Clinton River Water Resource Recovery Facility Drainage District

Prepared September 14th, 2023

	Expiring Program	Renewal	Renewal Option #1 (Recommended)	Renewal Option #2
Term	10/05/2022-2023	10/05/2023-2024	10/05/2023-2024	10/05/2023-2024
Carrier	Lexington/Hudson	Lexington/Hudson	Liberty Mutual	Lexington/Hudson/A PR
Form Type	Occurrence	Occurrence	Occurrence	Occurrence
Primary Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
1st Excess Limit	\$4,000,000	\$4,000,000	\$10,000,000	\$4,000,000
2nd Excess Limit	N/A	N/A	N/A	\$5,000,000
Limits	\$5,000,000 (Each General Liability and Public Officials)	\$5,000,000 (Each General Liability and Public Officials)	\$11,000,000 (Combined General Liability and Public Officials)	\$10,000,000 (Each General Liability and Public Officials)
Retention	\$250,000	\$250,000	\$250,000	\$250,000
Primary Premium	\$120,950	\$131,097	\$232,252	\$131,097
1st Excess Premium	\$197,010	\$211,785	\$16,326	\$211,785
2nd Excess Premium				\$138,750
TPA Fee	\$1,500	\$0	N/A	\$0
Premium	\$319,460	\$342,882	\$248,578	\$481,632
Percentage Change		7%	-22%	51%
<u>Defense Costs</u>	GL - Outside the limit, POL - Inside the limit	GL - Outside the limit, POL - Inside the limit	GL - Outside the limit, POL - Inside the limit	GL - Outside the limit, POL - Inside the limit
<u>Duty to Defend</u>	Right and Duty	Right and Duty	Right and Duty	Right and Duty
<u>How Limits Apply</u>	Separate Aggregate	Separate Aggregate	Shared Aggregate Excess	Separate Aggregate
<u>Backup Exclusion</u> - Backup or overflow of any sewer line installed, owned, maintained and/or serviced by you.	Yes	Yes	Yes	Yes
<u>Earth Movement (Subsidence) Exclusion</u> - applies to Property Damage liability only (does not exclude Bodily Injury)	Exclusion for Property Damage Only (no Exclusion for Bodily Injury)	Exclusion for Property Damage Only (no Exclusion for Bodily Injury)	No Exclusion for Bodily Injury or Property Damage	Exclusion for Property Damage Only (no Exclusion for Bodily Injury)

Clinton River Water Resource Recovery Facility

10/05/2023 to 10/05/2024

Premium Summary

POLICIES	EXPIRING 2022-2023 \$5M Total Limit	LEXINGTON RENEWAL 2023-2024 \$5M Total Limit	(RECOMMENDED) LIBERTY MUTUAL 2023-2024 \$11M Total Limit	LEXINGTON RENEWAL 2023-2024 \$10M Total Limit
Public Entity Liability	\$120,950 \$1M Limit \$250k SIR Lexington Insurance	\$131,097 \$1M Limit \$250k SIR Lexington Insurance	\$232,252 \$1M Limit \$250k SIR Liberty Mutual	\$131,097 \$1M Limit \$250k SIR Lexington Insurance
Excess Liability	\$197,010 \$4M Limit Hudson Excess	\$211,785 \$4M Limit Hudson Excess	\$16,326 \$10M Limit Liberty Mutual	\$211,785 \$4M Limit Hudson Excess
Excess Liability	N/A	N/A	N/A	\$138,750 \$5M X \$5M Limit Hudson Excess
Pollution Liability	\$22,370	\$23,234	\$23,234	\$23,234
TPA Claims Agreement	\$1,500	\$0	N/A	\$0
Cyber Liability	N/A	\$4,430 \$1M Limit	\$4,430 \$1M Limit	\$4,430 \$1M Limit
Total Premium	\$341,830 \$5M Limit Lexington Insurance	\$370,546 \$5M Limit Lexington Insurance	\$276,242 \$11M Limit Liberty Mutual	\$509,296 \$10M Limit Lexington Insurance

**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
Meadowbrook, Inc. Contract for Project Insurance

DATE: September 28, 2023

At our request, Meadowbrook Insurance Inc. provided the attached contract to obtain proposals to provide owner-controlled insurance for the CRWRRF Optimization Project – Phase I.

Through Meadowbrook Inc., our office has been directly obtaining project insurance for construction projects involving larger projects. Most recently, these services were very successful in administering multimillion dollar repair projects for the Oakland-Macomb Interceptor Drainage District, the Evergreen-Farmington Drainage District as well as other projects overseen by our office.

Owner-provided insurance establishes a higher level of coverage and longer policy durations. It also empowers our staff to submit claims when needed rather than relying on a contractor to do so. Routinely, contractors do not turn in claims to their insurance carriers and cloud the issue with field conditions or raise other disputes to place blame elsewhere. Owner-provided insurance also ensures that insurance coverage will be in place for the required amounts if there is need to file a claim.

Requested Action: Approve and authorize Chairperson to execute the contract with Meadowbrook Inc. to provide an owner's insurance program for the Clinton River Water Resource Recovery Facility Optimization Phase I Project.

CONTRACT FOR INSURANCE CONSULTANT AND AGENCY
SERVICES FOR CLINTON RIVER WATER RESOURCE RECOVERY
FACILITY OPTIMIZATION PHASE I PROJECT OCIP

BETWEEN

MEADOWBROOK, INC.

AND

CLINTON RIVER WATER RESOURCE

RECOVERY FACILITY DRAINAGE

DISTRICT

CLINTON RIVER WATER
RESOURCE RECOVERY
FACILITY DRAINAGE DISTRICT
BUILDING 95 WEST, ONE PUBLIC
WORKS DRIVE, WATERFORD, MI
48328

This Agreement, executed the 26th day of September, 2023, but with an effective date of December 1, 2023, between Meadowbrook, Inc. ("MIA") and the Clinton River Water Resource Recovery Facility Drainage District ("OWNERS").

WHEREAS, Project ("PROJECT") shall, in general, consist of the following:

PROPOSED PROJECT:

Project Name	Bid Date	Construction Start	Years Duration	Construction Estimate
Clinton River Water Resource Recovery Facility Optimization Phase I Project	July-2023	Dec-2023	3.5	\$30,550,434
TOTAL				\$30,550,434

WHEREAS, OWNERS have retained MIA as the Insurance Agent for the PROJECT:

WHEREAS, OWNERS, in consultation with MIA, intend to develop and implement an Owner Controlled Insurance Program (OCIP) and Owner's Protective Professional Indemnity Insurance (OPPI) Program in connection with the PROJECT; and

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties agree as follows:

DEFINITIONS

Wherever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1. **Agreement.** This Contract for Insurance Consultant and Agency Services between OWNERS and MIA including all exhibits hereto.
2. **Work Order.** A document which is signed by MIA and OWNERS to authorize an addition, deletion or revision in the services to be performed by MIA under this Agreement, or an adjustment in the compensation to be paid by OWNERS to MIA.
3. **Documents.** Data, reports, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by MIA to OWNERS pursuant to this Agreement.

4. **Contract Documents.** The documents so designated in the Construction Agreement between OWNERS and Contractor(s), including, but not limited to the Construction Agreement, General Conditions, Supplementary Conditions, and any related exhibits.
5. **Contractor.** The persons or entities with whom OWNERS enter into a written agreement covering construction work to be performed or furnished with respect to the PROJECT.
6. **Subcontractor.** The persons or entities with whom Contractor enters into a written agreement covering construction work to be performed or furnished with respect to the PROJECT.
7. **Engineer.** The engineering consultant(s) under contract with the OWNERS to provide design, project administration, or other professional services as specified in the professional services contract documents and addenda specific for each engineering consultant.
8. **General Conditions.** That part of the Contract Documents which sets forth terms, conditions and procedures that govern the Work to be performed or furnished by Contractor(s) with respect to the PROJECT.
9. **Site.** Land or areas indicated in the Contract Documents as being furnished by OWNERS upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNERS which are designated for use of Contractor(s).
10. **Work.** The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to the PROJECT. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
11. **PROJECT.** Clinton River Water Resource Recovery Facility Optimization Phase I Project.

SECTION A - CONSULTANT AND AGENCY SERVICES

OWNERS do hereby retain MIA and MIA does hereby agree to perform the following services on the terms and conditions hereinafter set forth.

The services to be provided by MIA comprise the professional disciplines and expertise necessary for MIA to complete its obligations under this Agreement in the best interests of, and within the amount authorized by, the OWNERS for this purpose.

The description of MIA's services in this Agreement is intended to define, but not exclude, any regular or normal services necessary for MIA to perform its obligations under this Agreement in an effective, efficient, and economical manner within accepted requisites and standards of professional practice in the profession.

Item No 1. SERVICES PROVIDED

Subject to all other terms and conditions of this Agreement, MIA shall provide professional assistance to OWNERS in the development, implementation and administration of the OCIP. The OCIP shall include the following casualty, property, and other insurance coverages recommended by MIA to OWNERS for the Work to be performed on the Site, in accordance with the Construction Contract:

- a. Commercial general liability;
- b. Excess liability;
- c. Environmental liability;
- d. Builder's risk;
- e. Owners Protective Professional Indemnity (OPPI); and
- f. Such other insurance coverages as may be requested by OWNERS from time to time upon the recommendation of MIA.

In furtherance thereof, MIA shall provide the following services:

- 1.1. Develop an OCIP marketing package to be submitted to prospective underwriters for review and approval of the OWNERS, and upon receipt of approval market such OCIP;
- 1.2. Negotiate, upon approval of OWNERS, the terms and conditions of the insurance coverages for the OCIP and take such steps as deemed appropriate by MIA to implement the OCIP coverages; including advice as to inclusion of insurance requirements in the Contract Documents;
- 1.3. Place all insurance for the PROJECT and OWNERS for the full duration of the PROJECT as "Agent of Record" for the insurance coverages of OWNERS.
- 1.4. Conduct OCIP orientation sessions, as directed by OWNERS, for Contractors, Subcontractors, Engineers, and such other persons as OWNERS may direct.
- 1.5. OCIP administration, including a list of the Engineer(s), Contractor(s) and Subcontractors enrolled in the OCIP, a summary of any significant issues MIA has encountered in the administration of the OCIP and any recommendations MIA deems appropriate for the operation of the OCIP;

1.6. Administer the OCIP, which shall include:

- a. Enrollment of the Contractor(s) into OCIP program;
 - b. Notification to the insurer(s) with regard to enrollments, terminations, and contract completion;
 - c. Processing and distributing all OCIP policies and endorsements during the term hereof;
 - d. Reviewing insurance certificates furnished by Engineer(s), Contractor(s) and Subcontractors to verify compliance with the insurance requirements contained in the Contract Documents;
 - e. Assisting Contractor(s) in determining which Subcontractors qualify for enrollment under the OCIP;
 - f. Reviewing OCIP insurers' audits;
 - g. Serving as liaison between OWNERS and the OCIP insurers with respect to claims filed under the OCIP. MIA shall advise as to need and method for providing notice of claims and consult with OWNERS as to all actions necessary to protect OWNERS' rights as an insured.
- 1.7. Upon specific request, MIA shall, at the previously predetermined fees set forth herein, continue to provide requested services post expiration of the OCIP policies. These services shall include, but not be limited to, requesting claims data from the Carrier, including changes in reserves, settlements, and information regarding periodic review of open files. Audit data and worksheets and any other policy information shall be made available upon request from OWNERS.
- 1.8. Perform OCIP close-out services and in accordance with the terms of the Agreement and provide continuing claims and other applicable consulting services for the OCIP during the 10-year products and completed operations period.
- 1.9. Act as the appointed agent of record to place certain insurance coverages for the Owner, including but not limited to gap, additional OCIP and operational policies, as the Project transitions from OCIP to operations. Gap, operational and additional OCIP policies will include ordinary commissions as compensation payable to MIA by the carriers for services provided.

Item No.2: ADDITIONAL SPECIAL SERVICES

MIA shall provide Additional Special Services on an as needed basis upon specific prior written request of OWNERS. No payment, of any nature whatsoever, will be made to MIA for

additional work or services without such prior written approval by OWNERS. Authorization for such work or services, in accordance with this provision of this Agreement, shall be in the form of a Work Order, issued by OWNERS, stating the scope of the additional work, and the basis for payment. Those services are as follows:

1. Assistance to OWNERS for preparation or appearance as an expert witness in litigation arising from the development or construction of the PROJECT unless such services are required due to MIA's negligent acts, errors or omissions.
2. Preparation of supporting documents for insurance submission.
3. Any other services resulting from significant changes in the scope, extent or character of the portions of the PROJECT specified by MIA or its requirements when such changes are issued as a result of some action or inaction on the part of OWNERS including, but not limited to, changes in size, complexity, OWNERS' schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, drawings, specifications, or Contract Documents, or are due to other causes beyond MIA's control.

Notwithstanding anything to the contrary expressed elsewhere in the Agreement, no additional or other consulting services made necessary by any fault or omission of MIA to properly perform its professional consultant and agency services in conformance with the standard of practice of the profession as contracted for with OWNERS, shall be compensated as an Additional Special Service under this Agreement. In the event that MIA's negligent acts, errors or omissions are determined by the final and unappealable ruling of a tribunal having jurisdiction of the claims not to be the sole cause for such additional or other consulting services, MIA shall receive compensation only for those services which are not attributable to its negligent acts, errors or omissions. Additional Special Services covered under this contract will be compensated on an hourly rate of \$250 per hour.

SECTION B - OWNERS' RESPONSIBILITIES

In addition to making proper payment for a performed service or an incurred expense, OWNERS may provide, at OWNERS' sole discretion, upon the request of MIA, information and services as described in this Section. The cost and accuracy of the information provided shall be the obligation of OWNERS (subject to any appropriate conditions or qualifications), but the interpretation, evaluation and use in and for the service of the PROJECT, shall be the responsibility of MIA.

The information or services provided shall not, under any circumstances, be a substitute for or relieve MIA of any responsibility or expense for the services or its duties to render services pursuant to this Agreement in accordance with professional consulting standards of practice of the profession.

The OWNERS may:

1. Chair any public hearings.

2. Provide information in the form of tests, surveys and reports, or from written requirements, or advice and counsel, or by MIA, or other service. Such information and service may include:
 - a. A prospectus or statement consisting of information regarding the requirements of the Project.
 - b. Existing studies, reports and other available data pertinent to the Project; obtain or authorize MIA to obtain or provide additional reports and data as required; and furnish to MIA services of others required for the performance of MIA's services hereunder.
 - c. Such accounting and independent cost estimating services as may be required for the Project, such legal services as OWNERS may require or MIA may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractors.
3. Review and comment on submitted reports, if necessary, and render timely decisions pertaining thereto. MIA's duties as set forth in the Agreement shall at no time be in any way diminished by reason of any approval by OWNERS of any reports or other submissions from MIA nor shall MIA be released from any liability by reason of such approval by OWNERS, it being understood that OWNERS at all times are ultimately relying upon MIA's skill and knowledge in connection with its services under this Agreement.
4. Arrange for access to and make all provisions for MIA to enter upon public and private property as required for MIA to perform its services.
5. Designate in writing a person to act as OWNERS' representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNERS' policies and decisions with respect to materials, equipment, elements and systems pertinent to MIA's services.

OWNERS agree to be responsible for the following:

- a. Providing the necessary insurance submission and underwriting information pertaining to the OWNERS as requested by the MIA;
- b. Participating in periodic reviews of the OCIP and related meetings;
- c. Making final decisions on all matters relating to OWNERS' and Project's insurance coverages, risk management and loss control needs and activities.

MIA shall be entitled to use and rely upon all such information and services provided by OWNERS or others in performing MIA's services under the Agreement. Nothing contained herein shall relieve MIA of its responsibility to appropriately verify any such information received when such verification would be appropriate for MIA in order to perform his duties in accordance with professional consulting standards of practice of the profession.

SECTION C- COMPENSATION FOR CONSULTING SERVICES AND TERM OF PROJECT

1. Compensation

For the performance of the services to be provided hereunder, OWNERS agree to pay MIA the following fees:

Marketing and Setup Fee – a one time, lump sum fee to be billed at execution of the contract: \$25,000

OCIP Administration Fee - Annually \$130,000

The first OCIP Admin Fee installment payable at inception of construction for the **PROJECT** and billed every 12 months through full duration of the PROJECT which are expected to be complete in three years and to continue through project OCIP closeout. Any partial years' fee will be estimated pro-rata and paid in advance.

Core OCIP insurance policy (commercial general liability) and excess liability will be placed without MIA taking commission, and MIA will take ordinary commissions from premiums paid for builders' risk, environmental liability, OPPI and other policies, which may be required to be placed and maintained for the project.

MIA will use its resources and make every effort to resolve any disputes with the Carriers associated with the OCIP. However, when necessary, consultative legal services for disputed claims or other disputed matters with insurance companies, or any other legal requirements, the associated claims expenses, and other expenses that may not be payable through such insurance companies will be paid by the OWNERS.

2. This Agreement will be for the full term of the PROJECT unless otherwise agreed to in writing by MIA and OWNERS or terminated in accordance with the provisions herein.

SECTION D -ADDITIONAL CONDITIONS

1. No Waiver of Rights/Provision of Legal Defense of Claims

OWNERS' review, approval, acceptance of, or payment for any of the services required under the Agreement shall not be construed to operate as a waiver by OWNERS of the rights under the Agreement or of any cause of action arising out of the performance of the Agreement by MIA.

Notwithstanding any other provision in this Agreement, no provision in this Agreement is intended, nor shall any such provision be construed, as either waiving or constituting a waiver of any public or governmental immunity afforded to the OWNERS, and/or OWNERS' agents, employees, or representatives as provided by applicable statutes and/or court decisions. Except as otherwise provided herein, at no cost to the OWNERS, MIA shall assist and cooperate with OWNERS in the investigation and defense of any claims which arise in whole or part from the services provided by MIA or which are alleged to have occurred in whole or in part as a result of the negligent or wrongful acts, errors, or omissions of MIA in the performance of any of the services furnished under the Agreement.

In the event of litigation that includes any third-party claim or third-party counterclaim arising from MIA's obligations hereunder, or the negligent or wrongful acts, errors or omissions of MIA, its agents, consultants, employees, or representatives, ("Claim"), MIA shall provide a legal defense to OWNERS, whether that defense is provided by MIA's insurance carrier or at MIA's own expense.

To the extent insurance coverage does not exist relative to the Claim, MIA agrees to indemnify, defend and hold OWNERS harmless from and against all liabilities, losses, claims, interest, penalties, damages, court costs and amounts paid in settlement whatsoever (including reasonable attorneys' fees, whether or not suit is instituted, whether incurred in any settlement, trial or appellate level) suffered by OWNERS arising out of or resulting from the negligent or wrongful acts, errors or omissions of MIA relating to the Claim.

If OWNERS' liability in whole or in part for the Claim is caused by OWNERS' own negligence or other wrongful acts or omissions, OWNERS shall be responsible for payment of that portion of any liability (whether resulting from a judgment or settlement) which is attributable to OWNERS' negligence or other wrongful act or omission ("OWNERS' Share"). OWNERS shall also be responsible for paying that portion of the total defense costs as is determined by multiplying the total defense costs by a fraction, the numerator of which is OWNERS' Share and the denominator of which is the total liability associated with the Claim.

2. Termination

A. The obligation to provide further services under this Agreement may be terminated:

I. For cause,

- a. By either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The written notice shall specify any and all reasons for the termination.
- b. By MIA:
 - i. Upon seven (7) days written notice if MIA believes that MIA is being requested by OWNERS to furnish or perform services contrary to MIA's responsibilities as a licensed professional; or
 - ii. Upon seven (7) days written notice if MIA's services for the PROJECT are delayed or suspended for more than ninety (90) days for reasons beyond MIA's control.
- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.

- d. This Agreement shall expire on February 28, 2027. Upon expiration, this Agreement shall automatically renew for additional one-year terms unless either Party terminates the Agreement in accordance with Paragraph 2.A. or 2.B of this Section D.

II. For convenience,

- a. By OWNERS upon ninety (90) written notice, without regard to any fault or failure to perform by any party.

B. Compensation to MIA

- I. If the termination is for the convenience of OWNERS, an equitable adjustment in the compensation of MIA shall be made in accordance with this Section D.2.B. MIA will reimburse OWNERS (since costs are prepaid) for all unperformed services, including a pro rata reimbursement for any installment fees. In the event of termination during any phase of the PROJECT, including the review of insurance and related language for construction and consulting services contracts, broker selection and insurance placement process, MIA will be paid for services performed or furnished in accordance with this Agreement through date of termination on an hourly basis at a rate of \$250 per hour.
- II. If the termination is due to the failure of MIA to fulfill its contractual obligations, including, without limitation, substandard performance by MIA, or careless, or negligent, or incompetent, or deficient services by MIA, OWNERS may take over the work and prosecute the same to completion by contract or otherwise and OWNERS shall be compensated by MIA for any losses, costs or additional expenses (including, without limitation, legal fees and expenses and internal consulting time and expenses) it incurs by virtue of termination and alternative completion of the work.

C. Discontinuance of Services; Delivery of Documents to OWNERS

1. Upon receipt of a termination notice, whether for cause or the convenience of OWNERS, MIA shall immediately discontinue all services affected (unless the notice directs otherwise), deliver to OWNERS copies of all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by MIA in performing this Agreement, whether completed or in process, and perform any other services upon termination as required in other provisions of this Agreement.

3. Cooperation with Successor Agency

In the event of a termination under this Agreement, MIA agrees to cooperate with and provide any information requested by OWNERS to MIA's successor in connection with the completion of the PROJECT.

4. Ownership of Documents

- A. All original reports and other documents prepared or created by MIA pursuant to this Agreement or any obligation hereunder, shall become the exclusive property of OWNERS.

- B. Notwithstanding any other provisions of this Agreement, all of MIA's preexisting or

proprietary computer programs or software developed by MIA outside of this Agreement shall remain the exclusive property of MIA.

5. Insurance to be Maintained by MIA

MIA will, at no cost to the OWNERS, obtain and maintain for the duration of this Agreement the following insurance coverages. MIA will further maintain coverages under claims-made policies for a period of six (6) years following the completion of the PROJECT, only if such insurance coverage is commercially available. All such insurance obtained by MIA shall be non-cancelable by endorsement without thirty (30) days prior to written notice to the OWNERS and shall be evidenced by Certificates of Insurance to be delivered to the OWNERS upon execution of this agreement. MIA will not engage or employ any consultant who does not maintain the insurance coverages referred to in this Agreement. MIA will periodically verify that said consultants are maintaining the insurance coverages required under this Agreement.

- A. Professional Liability/Errors and Omissions Coverage in the minimum amount of Ten Million (\$10,000,000) Dollars, per occurrence/claim and aggregate.
- B. Commercial General Liability policy (New ISO Designation) in the minimum amount of One Million (\$1,000,000) combined single limit per occurrence and aggregate, including contractual liability recognizing this contract.
- C. Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle owned, non-owned or hired vehicles in the minimum amount of One Million (\$1,000,000) combined single limit per occurrence. No fault coverage complying with the statutory requirements of the State of Michigan is also required.
- D. Workers' Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation statutes of the State of Michigan and the states in which work is conducted under the Agreement, disability benefit laws, if any; or federal compensation acts such as U.S. Longshoremen or Harbor Workers, Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulator authorities in the state in which Work on the PROJECT is performed and the State of Michigan are acceptable. Employee's liability coverage shall be in the minimum amount of Five Hundred Thousand (\$500,000) Dollars per occurrence.
- E. Cyber Liability including 3rd party coverage in the amount of One Million (\$1,000,000) per claim. Network Security policy shall include coverage for third party liability.

6. Indemnification

MIA agrees to defend, indemnify and hold harmless the OWNERS and OWNERS' agents, employees, against any and all claims, loss, complaints, causes of action, fines, penalties, liability, damages, costs and expenses, including, but not limited to, all reasonable fees and charges of consultants, attorneys and other professionals, all internal consulting and other time and expenses incurred by OWNERS using its own staff, and all court or other dispute resolution costs, caused by the negligent or wrongful acts, errors or omissions of MIA, its agents, consultants, employees or representatives;

provided however, MIA shall not be required to defend, indemnify or hold harmless the OWNER or other indemnified parties for their own negligence or breach of this Agreement as set forth in Paragraph 1 of this Section.

7. Accuracy of Services and Documents

Except to the extent such action is directly attributable to deficiencies in OWNERS' furnished information, MIA shall be responsible for the accuracy of its services and documents and OWNERS shall not be responsible for discovering deficiencies therein. MIA shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNERS' furnished information.

8. Assignment

MIA shall not assign this Agreement without the written consent of OWNERS and MIA shall not unreasonably object to any assignment of this Agreement by OWNERS, except to the extent that any assignment is mandated by law or the effect of this limitation may be restricted by law.

9. Independent Contractor

MIA shall perform and execute the provisions of this Agreement as an independent contractor and shall not be an agent or employee of OWNERS.

10. Construction of Document/Governing Laws

If there is a discrepancy between the obligations of MIA as provided for herein, and those set forth in the General Conditions of the Construction Contract, then the terms of this Agreement shall govern MIA's obligations and responsibilities to OWNERS.

Both parties agree that performance under this Agreement will be conducted in compliance with all federal, Michigan, and local laws and regulations. This agreement is made and entered into in the County of Oakland and in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan.

The language of all parts of this Agreement is intended to and under all circumstances shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. Any use of the singular or plural number, any reference to the male, female, or neuter gender(s), possessive or non-possessive, in this Agreement shall also be deemed to include the appropriate other when the context so suggests or requires.

11. Alternative Dispute Resolution

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement shall be decided as set forth below:

- A. Facilitation. OWNERS and MIA shall submit their claims, disputes or other matters in question to a neutral facilitator selected by the parties who will assist in the resolution of the claim, disputes or other matter. Facilitation is defined as: A process to reconcile parties and settle disputes.

- B. Non-Binding Mediation. If OWNERS and MIA are unable to settle their claims through facilitation, they shall participate in non-binding mediation. The mediation shall be conducted pursuant to the provisions of the Michigan Rules of Court. The mediation shall be without sanctions. The parties shall select the individual mediator(s) and agree on compensation.

12. Survival of Rights and Obligations

MIA and OWNER's obligations, to the extent applicable, which arise under Section A and Section D, paragraphs 1 to 6, shall survive the termination of this Contract indefinitely.

13. Additional Insured on PROJECT Policies

MIA is hereby listed and or authorized to be listed as an additional insured on all appropriate PROJECT insurance policies of the OWNERS, said policies will be primary and non-contributory in the event of any loss or claim for damages.

14. Non-Exclusive Contract

This Agreement is a non-exclusive agreement and the OWNERS may freely engage other persons to perform the same or similar work that MIA performs. Except as provided in this Agreement, this Agreement shall not be construed to guarantee MIA any certain quantity of hours or services to be rendered to the OWNER.

15. No Waiver

No term or condition of this Agreement may be waived in the absence of a written waiver. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of those rights. Any waiver shall be limited to the specific instance for which it is given, and no waiver by either party shall subsequently affect its right to require strict performance of this Agreement.

16. Severability

If a court of competent jurisdiction finds a term, condition, or provision of this Agreement to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect.

17. Agreement Modifications or Amendments

Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and agreed to by an authorized representative of both Parties.

18. Use of Confidential Information

MIA and OWNERS shall not reproduce, provide, or disclose confidential information to any third party, or to any respective employee not having a legitimate need to know any such information and data, and shall not use the confidential information for any

purpose other than performing its services under this Contract. Notwithstanding the foregoing, MIA or OWNERS may disclose the confidential information if required by law, statute, or other legal process, provided that the party making a disclosure (i) gives the non-disclosing party prompt written notice of an impending disclosure prior to make the disclosure, (ii) provides reasonable assistance to in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.

19. Entire Contract

This Contract represents the entire Contract and understanding between the parties. This Contract supersedes all other prior or contemporaneous oral or written understandings, communications, agreements, or contracts between the parties related to the subject matter hereof. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first referenced in this Agreement.

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

By: _____

MEADOWBROOK, INC.
David N. Sheeran, President

By: _____

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



For Shawn Phelps

DATE: September 26, 2023

SUBJECT: Request for Approval of Invoices

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

Payable To	Ref No.	For	Amount
CleanNet of Greater Michigan, Inc	V # SINV00206360	Invoice # DET0106562 - Contracted Services - Sept 2023	\$ 1,601.38
D. J. Conley	V # SINV00208331	Invoice # SI-49826-1 - Material and Supplies	1,874.63
Haviland Products Company	V # SINV00206349	Invoice # 481900 - Chemical Treatment	6,051.00
Haviland Products Company	V # SINV00206486	Invoice # 482431 - Chemical Treatment	2,389.10
Haviland Products Company	V # SINV00209374	Invoice # 482698 - Chemical Treatment	7,540.00
Haviland Products Company	V # SINV00209376	Invoice # 482836 - Chemical Treatment	6,945.24
Haviland Products Company	V # SINV00209355	Invoice # 483103 - Chemical Treatment	7,445.00
Haviland Products Company	V # SINV00209359	Invoice # 483255 - Chemical Treatment	3,699.96
Pro-Seal Service Group	V # SINV00209845	Invoice # 232995 - Contracted Services	1,521.10
Process Piping & Equipment Inc	V # SINV00209844	Invoice # 23-09 - Contracted Services	5,665.00
PVS Technologies Inc	V # SINV00206339	Invoice # 340428 - Chemical Treatment	2,648.64
PVS Technologies Inc	V # SINV00206337	Invoice # 340538 - Chemical Treatment	5,122.20
PVS Technologies Inc	V # SINV00206496	Invoice # 340735 - Chemical Treatment	5,272.48
PVS Technologies Inc	V # SINV00209391	Invoice # 341356 - Chemical Treatment	1,763.28
United Lawnscape	V # SINV00209394	Invoice # UE 564010 - Contracted Services	5,765.00
United Lawnscape	V # SINV00209400	Invoice # UE 564011 - Contracted Services	2,950.00
Waste Management	V # SINV00206622	Invoice # 8702936 -1714-4 Garbage & Rubbish Disposal	1,353.59
Waste Management	V # SINV00206624	Invoice # 8702908 -1714-3 Garbage & Rubbish Disposal	1,645.82
Waste Management	V # SINV00206499	Invoice # 8702907 -1714-5 Garbage & Rubbish Disposal	1,393.19
Subtotal			\$ 72,646.61
Dickinson Wright PLLC	V # SINV00209051	Invoice # 1835756 - Legal Services - 07/31/23 - Proj # 1-7239	\$ 79.00
Jacobs Consultants, Inc	V # SINV00209085	Invoice # C6A21700-07 - Engineering and Survey - 07/28/23 - Proj # 1-7239	54,750.83
JMK Engineering Inc	V # SINV00209238	Invoice # 1582 - Professional Services - 08/31/23 - Proj # 1-7239	654.50
Subtotal - Project 1-7239			\$ 55,484.33
Marine Pollution Control	V # SINV00203154	Invoice # 40841 - Contracted Services - Proj # 1-7085	\$ 1,448.80
Subtotal - Project 1-7085			\$ 1,448.80
Pro-Seal Services Group	V # SINV00206343	Invoice # 233020 - Contracted Services - Proj # 1-3470	\$ 1,690.00
Subtotal - Project 1-3470			\$ 1,690.00
Fishbeck	V # SINV00209338	Invoice # 427623 - Engineering Admin - 09/01/23 - Proj # 1-3042	\$ 2,476.25
Subtotal - Project 1-3042			\$ 2,476.25
Fishbeck	V # SINV00209350	Invoice # 428097 - Engineering Services - 09/01/23 - Proj # 1-7047	\$ 7,500.00
Subtotal - Project 1-7047			\$ 7,500.00
Tetra Tech, Inc	V # SINV00206329	Invoice # 52116987 - Engineering Admin - 07/28/23 - Proj # 1-3492	\$ 2,164.22
Fishbeck	V # SINV00209431	Invoice # 427625 - Engineering Services - 09/01/23 - Proj # 1-3492	\$ 251.15
Subtotal - Project 1-3492			\$ 2,415.37
NTH Consultants Ltd	V # SINV00209387	Invoice # 633813 - Engineering & Survey - 9/8/23 - Proj 1-7127	\$ 14,980.63
Subtotal - Project 1-7127			\$ 14,980.63

DuBois-Cooper

V # SIN00206357 Invoice # 21085 - Material and Supplies - Proj #1-3469

\$ 26,420.00

Subtotal - Project 1-3469 \$ 26,420.00

Total \$ 185,061.99

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting



For Shawn Phelps

DATE: September 26, 2023

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

	Ref No.	For	Amount
CDM Smith Inc	V # SINV00206320	Invoice # 90184156 - Engineering Admin - 06/29/23 - 07/29/23 - Proj 1-2181	\$ 8,600.22
CDM Smith Inc	V # SINV00209403	Invoice # 90186950 - Engineering Admin - 07/30/23 - 08/26/23 - Proj 1-2181	4,080.17
		Total for Project # 1-2181	\$ 12,680.39

3. Acacia Park CSO

AGENDA

DRAINAGE BOARD FOR THE ACACIA PARK CSO DRAIN

September 26, 2023

1. Call meeting to order
2. Approve minutes of meeting of August 22, 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 \$18,850.79
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**

August 22, 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 22nd day of August 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

ABSENT: David Woodward, Chairperson of the Oakland County Board of Commissioners

Minutes of the meeting held July 18, 2023, were presented for consideration. It was moved by Markham, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2
Nays - 0

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

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$177.39 (as attached) was presented. It was moved by Markham, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$177.39.

ADOPTED: Yeas - 2
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.

ADOPTED: Yeas - 2
Nays - 0

There being no further business, the meeting was adjourned.

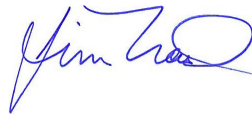


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Acacia Park CSO Drain, Oakland County, Michigan, held on the 22nd day of August 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: August 22, 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



For Shawn Phelps

DATE: September 26, 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 September 20, 2023

G/L Date	Ref No.	Paid To	For	Amount
9/11/2023	V # SINV00207277	JCI Jones Chemicals Inc	Invoice # 922452 - Chlorination Supplies	\$ 4,457.63
			Total	\$ 4,457.63
9/6/2023	V # SINV00206345	ICS Integration Services LLC	Invoice # 2800 - Contracted Services -1-7343	\$ 14,393.16
			Subtotal Project 1-7343	\$ 14,393.16
			Total	\$ 18,850.79

4. Bloomfield Village CSO

AGENDA

DRAINAGE BOARD FOR THE BLOOMFIELD VILLAGE CSO DRAIN

September 26, 2023

1. Call meeting to order
2. Approve minutes of meeting of August 22, 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 \$8,387.41
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**

August 22, 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 22nd day of August 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

ABSENT: David Woodward, Chairperson of the Oakland County Board of Commissioners

Minutes of the meeting held July 18, 2023, were presented for consideration. It was moved by Markham, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2
Nays - 0

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

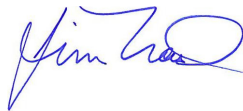
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,043.39 (as attached) was presented. It was moved by Markham, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,043.39.

ADOPTED: Yeas - 2
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.

ADOPTED: Yeas - 2
Nays - 0

There being no further business, the meeting was adjourned.

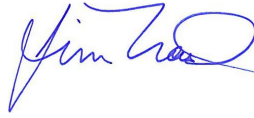


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Bloomfield Village CSO Drain, Oakland County, Michigan, held on the 22nd day of August 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: August 22, 2023

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting



For Shawn Phelps

DATE: September 26, 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 September 20, 2023

G/L Date	Ref No.	Paid To	For	Amount
9/11/2023	V # SIN00207395	JCI Jones Chemicals Inc	Invoice # 922453 - Chlorination Supplies	\$ 5,952.41
				<u>\$ 5,952.41</u>
9/12/2023	V # SIN00207664	Dickinson Wright PLLC	Invoice # 1835753 - Legal Service - Proj 1-7077	\$ 2,435.00
			Total Project 1-7077	<u>\$ 2,435.00</u>
			Total	<u>\$ 8,387.41</u>

**5. Evergreen-Farmington
Sanitary Drain**

AGENDA

DRAINAGE BOARD FOR THE EVERGREEN-FARMINGTON SANITARY DRAIN

September 26, 2023

1. Call meeting to order
2. Approve minutes of meeting of August 22, 2023
3. Public Comments
4. Present Construction Estimate No. 18 for Walsh Construction Company II, LLC for the 8 Mile Road Pump Station & SSO Chamber Improvements – Phase 1 in the amount of \$1,220,628.47 with a transfer to the Oakland County Treasurer in the amount of \$135,625.39
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$3,119.83
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

August 22, 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 22nd day of August 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

ABSENT: David Woodward, Chairperson of the Oakland County Board of Commissioners

Minutes of the meeting held July 18, 2023, were presented for consideration. It was moved by Markham, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2
Nays - 0

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

Change Order No. 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 was presented. It was moved by Markham, supported by Nash, to approve 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 as presented.

ADOPTED: Yeas - 2
Nays - 0

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

ADOPTED: Yeas - 2
Nays - 0

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

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

ADOPTED: Yeas - 2
Nays - 0

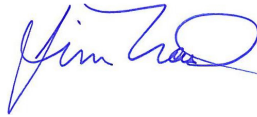
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$323,418.03 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$323,418.03.

ADOPTED: Yeas - 2
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.

ADOPTED: Yeas - 2
Nays - 0

There being no further business, the meeting was adjourned.



Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Evergreen-Farmington Sanitary Drain, Oakland County, Michigan, held on the 22nd day of August 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: August 22, 2023

**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. 18

August 1, 2023 to August 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

Previous Change Order Numbers: CO Nos. 1, 2, 3, 4, 5, 6, and 7. \$50,177,000.25

Change Orders This Estimate Number:

Total Net Change Orders: \$50,177,000.25

✓

Adjusted Contract Amount: \$50,177,000.25

Subtotal To Date: (Sheet 2 of 3 Column 7) \$8,793,765.66

Less Deductions to Date: (Sheet 2 of 3 Column 7) \$0.00

Gross Estimate: (Work in Place) 17.53% \$8,793,765.66

Less Amount Reserved: (10% of Gross Estimate) \$879,376.57

✓

Total Amount Allowed To Date: \$7,914,389.09

Less Previous Estimates: \$6,693,760.62

Net Payment Request To Be Paid To Contractor: \$1,220,628.47

Reserve Payment to Contractor \$0.00

Balance of Contract To Date ✓ \$41,383,234.59 Accounting Auditor: *BCR* 9/11/2023

Less Previous Transfers To Reserve: \$743,751.18

Amount of Current Transfer: \$135,625.39

✓

Prepared by: *Charles J. Roarty, Jr.*
Charles J. Roarty, Jr., P.E. - NTH Consultants

Date: 2023 09 07

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

Date: 9/11/2023

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

Date: 9-11-2023

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

Date: 9/18/23

Approved by: *Steven Korth* for Sid Lockhart
Sid Lockhart, P.E. - Special Project Manager

Date: 9/20/2023

Approved by Board on: _____

**JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting



For Shawn Phelps

DATE: September 26, 2023

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

Date	Ref No.	Paid To	For	Amount
8/31/2023	V # SINV00207820	Orchard Hiltz & McCliment Inc	Invoice # 66592 - Contracted Services - 08/19/23	685.83
			Total	\$ 685.83
8/31/2023	V # SINV00205560	Shaw Service & Maintenance	Invoice # 910009179 - Contracted Services	\$ 2,434.00
			Subtotal Project # 1-7051	2,434.00
			Total	\$ 3,119.83

6. Wilmont Drain

AGENDA

DRAINAGE BOARD FOR THE WILMONT DRAIN

September 26, 2023

1. Call meeting to order
2. Approve minutes of meeting of August 22, 2023
3. Public Comments
4. Present Final Construction Estimate for Trojan Development Co. for the White Horse Lake Weir Replacement in the amount of \$36,112.30 with a final reserve payment to the contractor in the amount of \$13,350.00
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

August 22, 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 22nd day of August 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

ABSENT: David Woodward, Chairperson of the Oakland County Board of Commissioners

Minutes of the meeting held July 18, 2023, were presented for consideration. It was moved by Markham, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2
Nays - 0

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

Change Order No. 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 was presented. It was moved by Markham, supported by Nash, to approve 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 as presented.

ADOPTED: Yeas - 2
Nays - 0

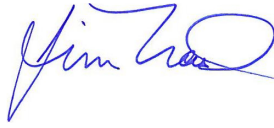
Construction Estimate No. 3 for Trojan Development Co. for the White Horse Lake Weir Replacement in the amount of \$25,615.00 was presented. It was moved by Markham, supported by Nash, to approve Construction Estimate No. 3 for Trojan Development Co. for the White Horse Lake Weir Replacement in the amount of \$25,615.00 as presented.

ADOPTED: Yeas - 2
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.

ADOPTED: Yeas - 2
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 Wilmont Drain, Oakland County, Michigan, held on the 22nd day of August 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: August 22, 2023

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

Final Construction Estimate

06/09/2023 to 07/07/2023

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

Account No.: 730373
Program No.: 155020
Activity: STD
Vendor No.: 5297
Contract No.: CON00010022
Date of Contract: 10/25/2022
Completion Date: 7/7/2023

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

Original Contract Amount: \$267,000.00

Previous Change Order Numbers (none): \$0.00

Change Orders This Estimate Numbers (01) \$8,262.30

Total Net Change Orders: (No further authorization of this Contract) \$8,262.30

Final Adjusted Contract Amount: \$275,262.30

Final Subtotal: (Sheet 2 of 2 Column 7) \$275,262.30

Less Deductions to Date: (Sheet 2 of 2 Column 7) \$0.00

Gross Estimate: (Work in Place) 100.00% \$275,262.30

Less Amount Reserved: \$0.00

Final Amount Allowed: \$275,262.30

Less Previous Estimates: \$239,150.00

Final Payment Request To Be Paid To Contractor: \$36,112.30

Final Reserve Payment to Contractor \$13,350.00

Balance of Contract To Date \$0.00 Accounting Auditor: Kimberly Smith 9/19/23

Less Previous Transfers To Reserve: \$13,350.00

Amount of Current Transfer: (\$13,350.00)

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: _____

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

Date: _____

Approved by Board on: _____

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

7. George W. Kuhn Drain

AGENDA

DRAINAGE BOARD FOR THE GEORGE W. KUHN DRAIN

September 26, 2023

1. Call meeting to order
2. Approve minutes of meeting of August 22, 2023
3. Public Comments
4. Present Memorandum from George Nichols, P.E., Civil Engineer III, dated September 26, 2023, requesting the Board retain the services of Hubbell, Roth, and Clark to proceed with the professional construction engineering services for the 2023 Sewer Cleaning and Inspection project for the not-to-exceed amount of \$48,150 and to authorize the Chairperson to sign the proposal of behalf of the Drainage Board
5. Present Memorandum from George Nichols, P.E., Civil Engineer III, dated September 26, 2023, requesting the Board retain the services of Hubbell, Roth, and Clark to proceed with establishing plans and specifications for the 2024 Sewer Cleaning and Inspection project for the not-to-exceed amount of \$32,700 and to authorize the Chairperson to sign the proposal of behalf of the Drainage Board
6. Present Memorandum from Lynne Seymour, P.E., Chief Engineer, dated September 26, 2023, requesting the Board authorize \$200,000 over two years (2024-2025) for the distribution of homeowner rebates after successful installations of rain gardens, rain barrels and trees through the RainSmart Rebates Program
7. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$123,480.23
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**

August 22, 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 22nd day of August 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

ABSENT: David Woodward, Chairperson of the Oakland County Board of Commissioners

Minutes of the meeting held July 18, 2023, were presented for consideration. It was moved by Markham, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2
Nays - 0

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

A 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 was presented. It was moved by Nash, supported by Markham, to authorize Drummond Carpenter to commence work outlined in its July 27, 2023, proposal for a not-to-exceed cost of \$71,600 as presented.

ADOPTED: Yeas - 2
Nays - 0

A 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 was presented. It was moved by Markham, supported by Nash to 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 as presented.

ADOPTED: Yeas - 2
Nays - 0

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 was presented. It was moved by

Markham, supported by Nash to approve 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 as presented.

ADOPTED: Yeas - 2
Nays - 0

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$152,821.25 (as attached) was presented. It was moved by Markham, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$152,821.25.

ADOPTED: Yeas - 2
Nays - 0

A motion was made by Markham, supported by Nash, to enter into closed session at 2:25 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.

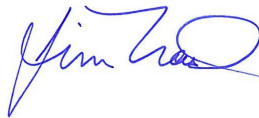
ADOPTED: Yeas - 2
Nays - 0

Chairperson Nash declared the closed session ended at 3:06 p.m.

It was moved by Nash, 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.

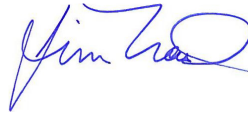


Jim Nash, Chairperson

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 22nd day of August 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: August 22, 2023

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

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

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

SUBJECT: George W. Kuhn 2023 Sewer Cleaning and Inspection Project
Fund #58510

DATE: September 26, 2023

At the August 22, 2023 Drainage Board Meeting, authorization was given to Doetsch Environmental Services for the 2023 GWK Sewer Cleaning and Inspection project. This project consists of cleaning and televising the sewers within the Baldwin Drain, Campbell Drain, Lawson Drain and Twelve Towns Middle Drain, as shown on the attached maps.

During the design phase, Hubbell, Roth & Clark (HRC) provided our office with assistance in establishing the plans and specifications for bidding, coordination with the local agencies and municipalities, review of bids submitted, and overall engineering services.

As outlined in HRC's September 11, 2023 proposal letter, they are pleased to provide professional construction engineering services for this project. These services consist of the following:

- Attend and prepare meeting summary notes
- Review of Contractor-submitted information
- Contract administration
- Contract Change Management
- Condition Assessment of Sewer Segments
- Project closeout activities

Our office has reviewed HRC's proposal and feel confident that they will provide us with the needed services to complete the construction engineering services for the 2023 GWK Sewer Cleaning and Inspection project.

In order to proceed with this project, authorization of \$48,150 is needed from the Drainage Board. The GWK Drainage District Sewage Disposal fund has the necessary funds available to participate in this project.

Requested Action: Retain the services of Hubbell, Roth & Clark to proceed with the professional construction engineering services for the 2023 GWK Sewer Cleaning and Inspection project for the not to exceed amount of \$48,150, and authorize the Chairperson to sign the proposal on behalf of the Drainage Board.



September 11, 2023

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

Attn: Mr. George Nichols, P.E.

Re: 2023 George W. Kuhn Drain (GWK) Sewer Cleaning and Inspection Project
Proposal for Construction Administration Services

HRC Job No. 20220486

Dear Mr. Nichols:

As requested, HRC is pleased to provide this proposal for professional construction engineering services for the subject project. We propose that these services be provided under the terms and conditions of our current Professional Services Contract. The Scope of Services identified below defines the extent of services that were requested to be supplied for this project. Our scope of work is based on discussions with your office, our design background of the subject project and our experience with similar sewer system rehabilitation projects. In summary, our services would include all necessary activities to assist in the administration of the construction contract of the work as described herein.

Project Background

WRC has recently undertaken a 5-year capital improvement planning project for the GWK combined sewer drain. WRC recently awarded a bid to Doetsch Environmental Services to clean and inspect several sections of the GWK Drain on August 23, 2023. It is HRC's understanding that WRC will be providing a project representative (RPR) to be on-site full-time during the Work. As part of this proposal, HRC will assist in the evaluation of sewer videos and contract administration as required. Our proposal for this assignment is as follows:

Scope of Services

Meetings

HRC will attend and prepare summary meeting notes for the pre-construction meeting for the 2023 GWK Sewer Cleaning and Inspection Project. HRC will also attend up to two (2) construction progress meetings as required.

Review of Contractor Submitted Information

HRC will assist WRC in the review of Contractor-submitted information such as insurance, schedule(s), certifications, etc. to assure they are compliant with the contracting requirements. HRC will respond to RFIs that come up during the project as necessary.

Contract Administration

HRC will coordinate with both the WRC Project Engineer and contractor to issue necessary work directives, field orders or RFQs to document agreed upon changes in project scope.

HRC will assist in reviewing inspection reports provided by WRC's RPR, including tracking construction quantities for inspection video. HRC will request these reports on a bi-weekly basis or as determined by WRC. This will be required so that HRC may verify the contractor is meeting the contract specifications, track quantities and changes to the scope and or schedule. By tracking the job in this manner, HRC will be prepared to discuss any potential change requests from the contractor.

HRC will advise and consult project objectives and interpret Contract documents. HRC will assign a project engineer to

assist the WRC Project Engineer in the coordination of construction activities with appropriate parties involved in the project.

Contract Change Management

In the circumstance that there are additional costs developing in the project, HRC may assist in the coordination between the contractor and WRC Project Engineer. HRC will assist the WRC in the development of change orders for the project and review information as requested by the WRC Project Engineer. It is our understanding that Heavy Sewer Cleaning will be authorized by WRC under the terms of Time and Material rates defined in WRC's blanket contract. Therefore, HRC would request documentation of the established rates in order to file change orders through this project.

Condition Assessment of Sewer Segments

HRC will review the sewer inspection video obtained during construction. All videos will be reviewed by a Professional Engineer or a National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) Certified staff member. HRC will log CCTV attributes in the supplied spreadsheet by WRC and will provide rehabilitation or repair recommendations. HRC will review each sewer asset and respond with one or more of the following recommendations: Excavating Point Repair, Chemical Injection Grouting/Leak Sealing, Internal Lining (Cured-in-place, Geopolymer, or similar) Full Replacement, and Review Video. Since a large percentage of the GWK Drain is considered large diameter sewer, careful review and special rehabilitative methods will be considered. In addition, HRC's capital improvement recommendations will be summarized in a letter or report after all segments are reviewed.

Project Closeout Activities

HRC will provide assistance in coordinating contract closeout activities including reviewing Final Payment, reviewing final declaration, waivers, and other contract documents as required.

SERVICES NOT INCLUDED

- Resident Communications
- Coordination/Correspondence pertaining to heavy sewer cleaning, bypass pumping, or other technical designs required for construction.
- Daily Correspondence and/or Coordination with WRC Observation Staff.
- Coordination among Local Municipalities in the Project Area
- Full-Time Construction Observation
- Preparation of project punch list
- Preparation of record drawings

FEES FOR SERVICES

Our costs to complete this work will not exceed **\$48,150.00** per the attached breakdown of hours and dollars. The fee will be billed monthly on a time and material basis under the terms and conditions of our engineering services agreement with OCWRC. We appreciate the opportunity to work with OCWRC on this important project. If you have any questions or require any additional information, please contact the undersigned.

Daniel Mitchell, P.E., President is the Principal In-Charge of this project and Sally Duffy, P.E., will be the Managing Engineer. She will be supported by Matthew Hughes, PE, Project Engineer and HRC's Asset Management Department.

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

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Daniel Mitchell, P.E.
President



Karyn Stickel, P.E.
Senior Associate

SLD/mgh
Attachment (1) Cost Estimate
pc: HRC; S. Duffy, M. Hughes, File

Accepted By:

Signature: _____

Written Name: _____

Title: _____

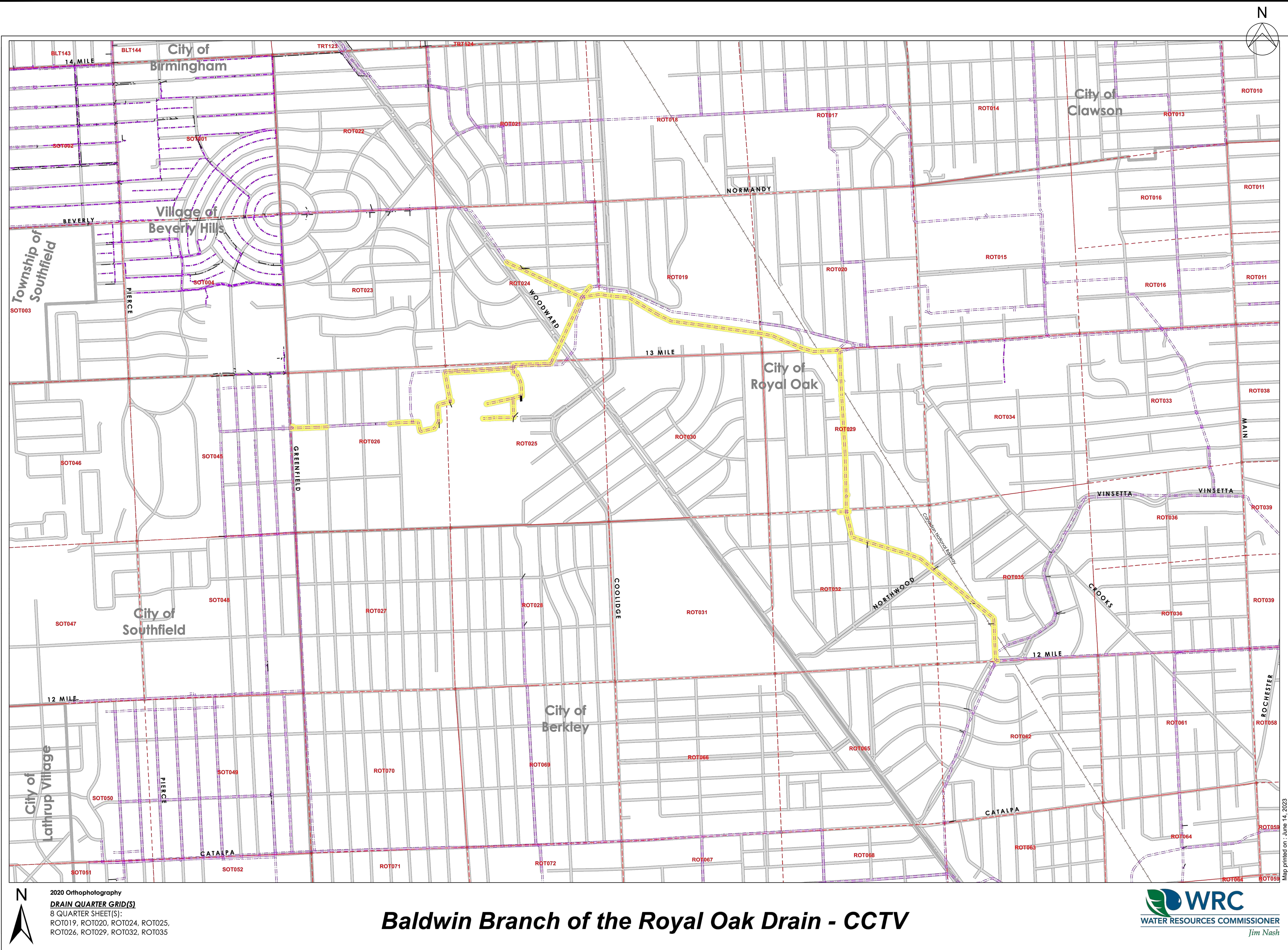
Dated: _____

COST ESTIMATE**2023 GWK Sewer Cleaning and televising
Construction Engineering Phase**

September 8, 2023

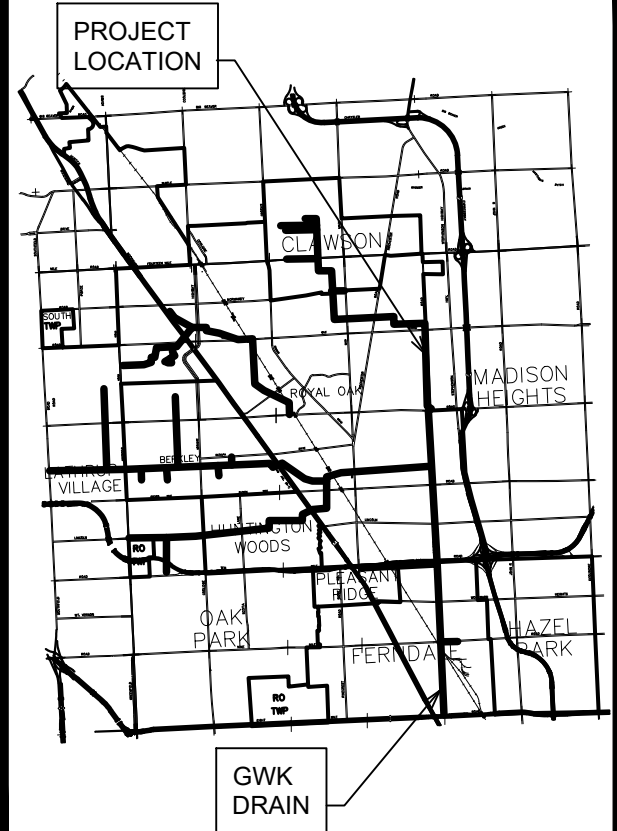
HRC Job No. 20220486

Task Description	Senior Associate / Partner		Manager		Project Engineer		Grad Engineer I		Total	TOTAL COST
	\$ 200.00		\$ 170.00		\$ 125.00		\$ 90.00		Hours	
	Hours	Cost			Hours	Cost	Hours	Cost		
Pre-Construction Meeting and Prep	2	\$ 400.00	6	\$ 1,020.00	6	\$ 750.00		\$ -	14	\$ 2,170.00
Progress Construction Meetings	0		12	\$ 2,040.00	12	\$ 1,500.00	6	\$ 540.00	30	\$ 4,080.00
Construction Administration Assistance	8	\$ 1,600.00	20	\$ 3,400.00	60	\$ 7,500.00	20	\$ 1,800.00	108	\$ 14,300.00
Condition Assessment Review & Report	2	\$ 400.00	10	\$ 1,700.00	60	\$ 7,500.00	200	\$ 18,000.00	272	\$ 27,600.00
	12	\$ 2,400.00	48	\$ 8,160.00	138	\$ 17,250.00	226	\$ 20,340.00	424	\$ 48,150.00



HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE
BLOOMFIELD HILLS, MICH. P.O. BOX 824
48303 - 0824
PHONE: (248) 454-6300
FAX (1st Floor): (248) 454-6312
FAX (2nd Floor): (248) 454-6359
WEB SITE: www.hrcengr.com

07-18-2023	ISSUED FOR BIDS
06-28-2023	ISSUED FOR OWNER REVIEW
DATE	ADDITIONS AND/OR REVISIONS
DESIGNED	MGH
DRAWN	MGH
CHECKED	SLD
APPROVED	DWM

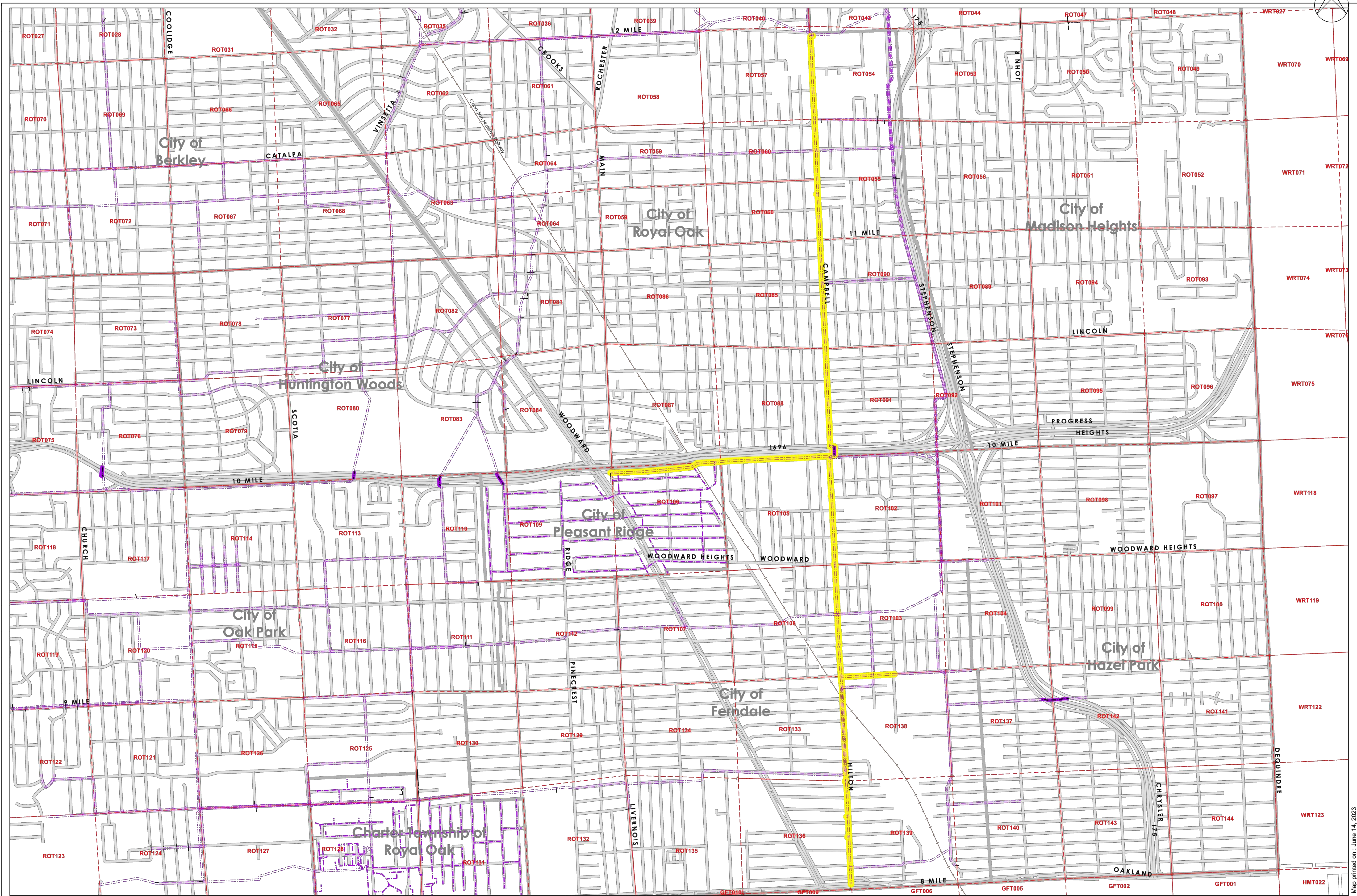


OAKLAND COUNTY WATER RESOURCES
COMMISSIONER
**GEORGE W. KUHN DRAINAGE
DISTRICT
SEWER CLEANING AND
INSPECTION**

ROYAL OAK DRAIN
BALDWIN BRANCH
OVERVIEW

HRC JOB NO. 20220486	SCALE NONE
DATE June 2023	SHEET NO. C-1 OF

7/18/2023 9:25 AM
HRC_OLW.ctb
V:\202204\20220466\1\Sheets\01p02.dwg
Hughes, Matthew



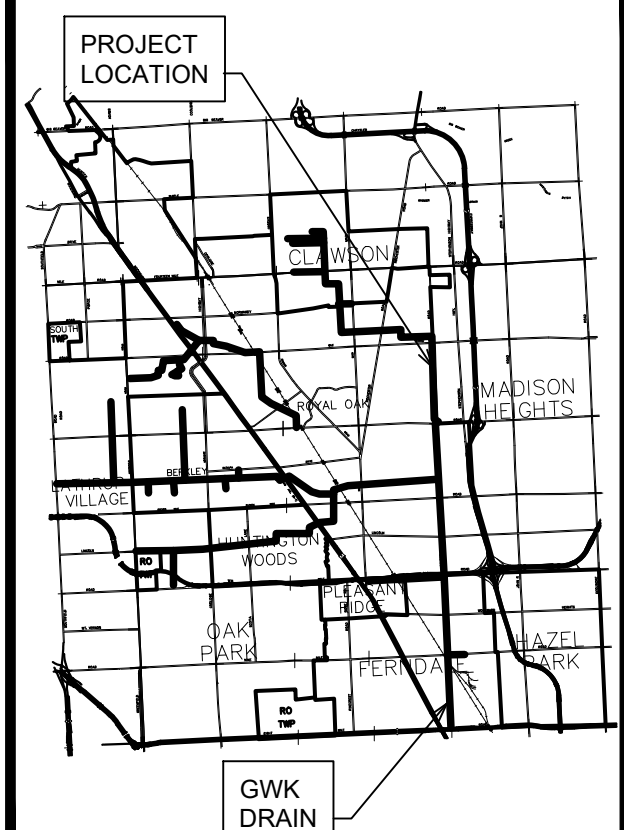
2020 Orthophotography
DRAIN QUARTER GRID(S)
20 QUARTER SHEETS:
ROT054, ROT055, ROT057, ROT060N, ROT060S, ROT085, ROT087,
ROT088, ROT090, ROT091, ROT102, ROT103,
ROT105, ROT106, ROT108, ROT109, ROT133, ROT136, ROT138, ROT139

CAMPBELL ROAD AND RED RUN IMPROVEMENTS DRAIN - CCTV



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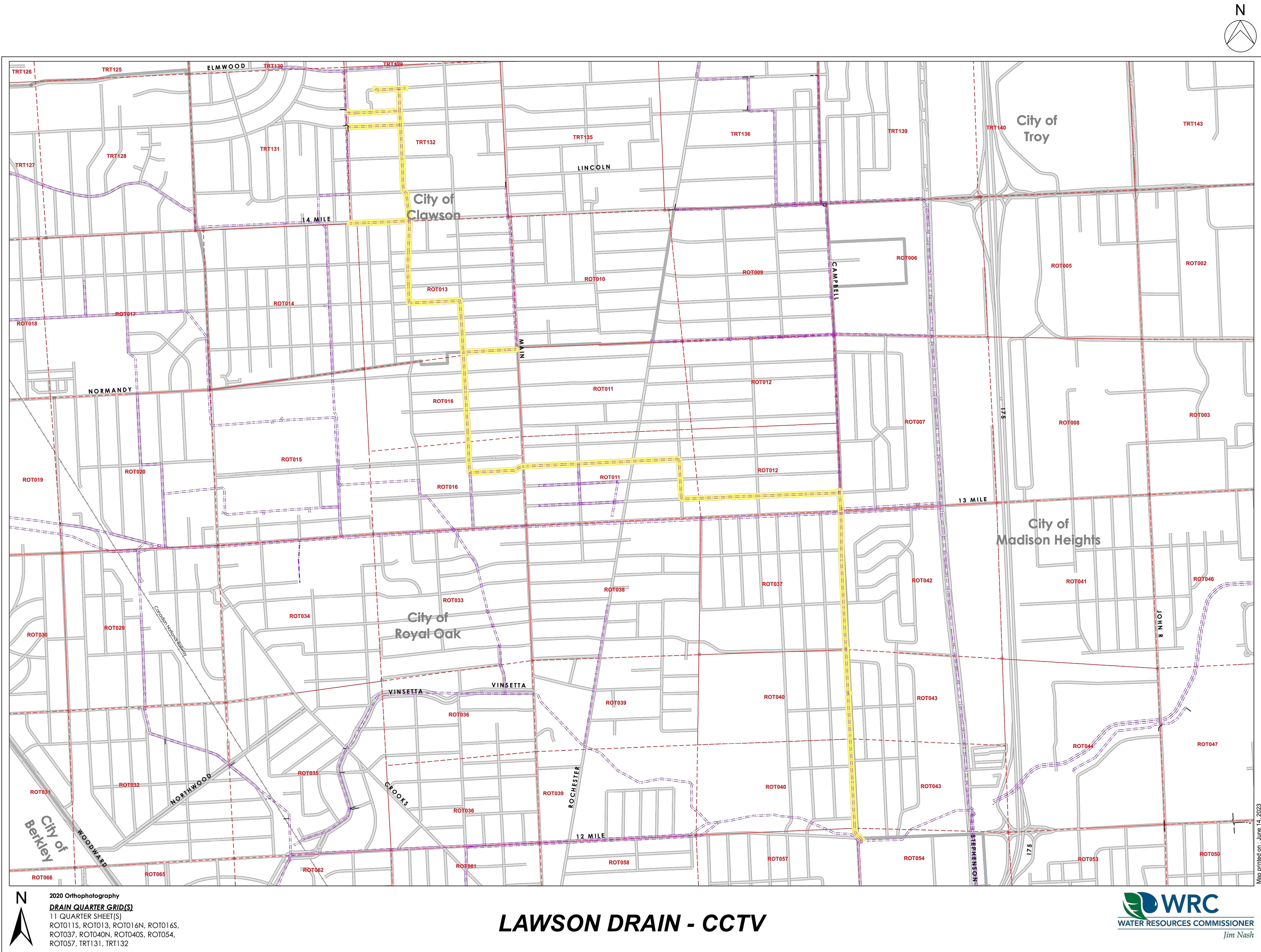
07-18-2023	ISSUED FOR BIDS
06-28-2023	ISSUED FOR OWNER REVIEW
DATE	ADDITIONS AND/OR REVISIONS
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OAKLAND COUNTY WATER RESOURCES
COMMISSIONER
**GEORGE W. KUHN DRAINAGE
DISTRICT
SEWER CLEANING AND
INSPECTION**

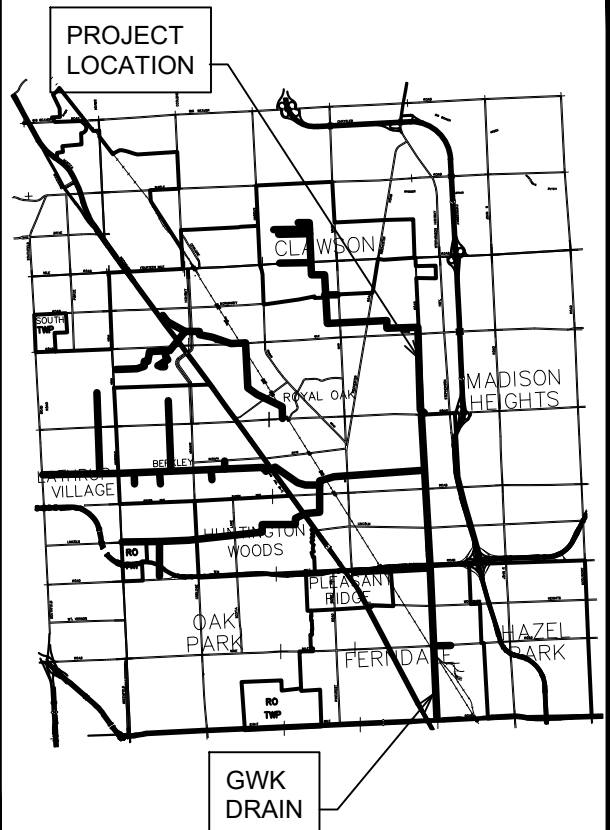
CAMPBELL BRANCH
OVERVIEW

HRC JOB NO. 20220486	SCALE NONE
DATE June 2023	SHEET NO. C-2 OF



HRC
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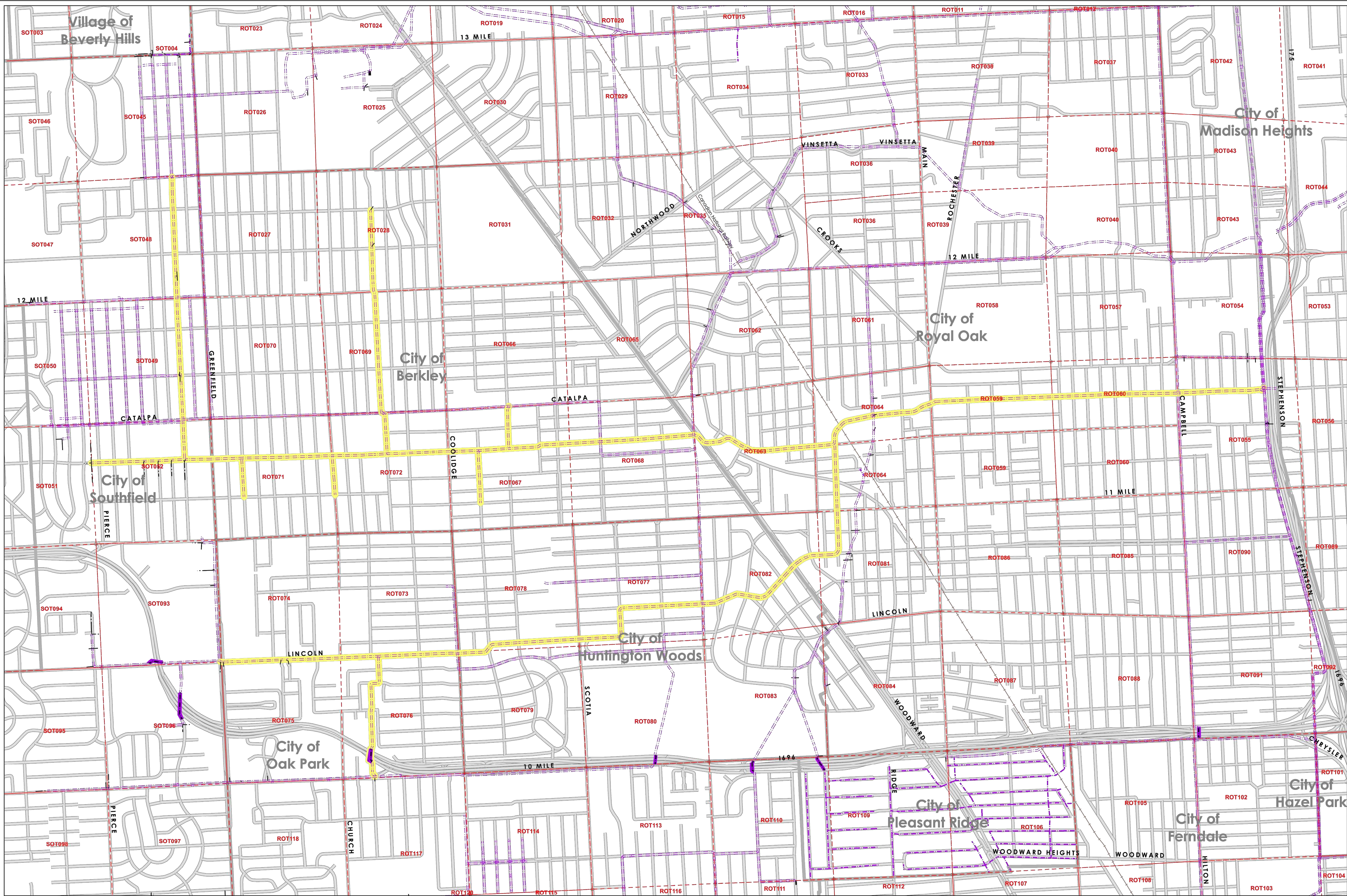
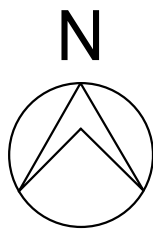
07-18-2023	ISSUED FOR BIDS
06-28-2023	ISSUED FOR OWNER REVIEW
DATE	ADDITIONS AND/OR REVISIONS
DESIGNED	MGH
DRAWN	MGH
CHECKED	SLD
APPROVED	DWM



OAKLAND COUNTY WATER RESOURCES
COMMISSIONER
**GEORGE W. KUHN DRAINAGE
DISTRICT
SEWER CLEANING AND
INSPECTION**

LAWSON BRANCH
OVERVIEW

HRC JOB NO. 20220486	SCALE NONE
DATE June 2023	SHEET NO. C-3 OF



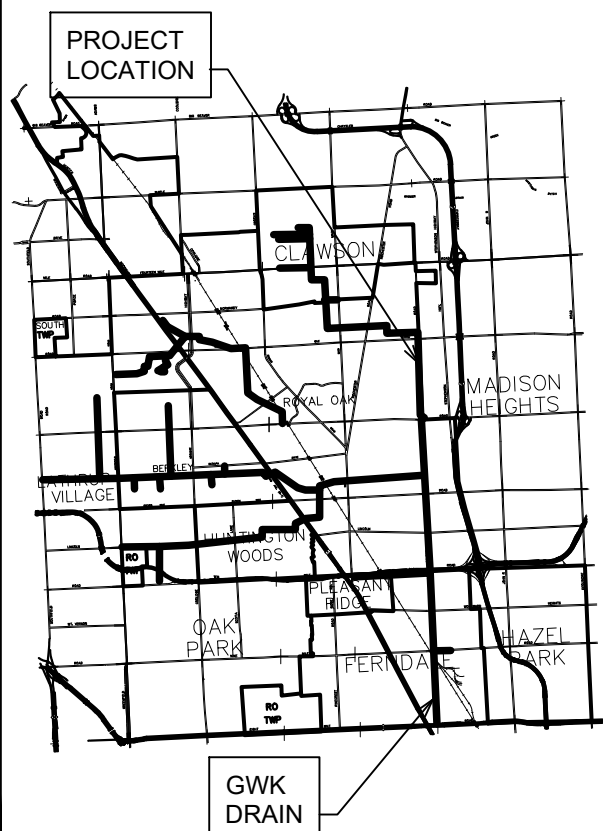
2020 Orthophotography
DRAIN QUARTER GRID(S)
25 QUARTER SHEET(S):
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ROT063, ROT064N, ROT066, ROT067, ROT068, ROT069, ROT071, ROT072, ROT074,
ROT075, ROT076, ROT077, ROT078, ROT079, ROT081, ROT082, SOT048, SOT049, SOT051, SOT052, SOT093

TWELVE TOWNS DRAIN - MIDDLE SECTION - CCTV



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07-18-2023	ISSUED FOR BIDS
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DESIGNED	MGH
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OAKLAND COUNTY WATER RESOURCES
COMMISSIONER
**GEORGE W. KUHN DRAINAGE
DISTRICT
SEWER CLEANING AND
INSPECTION**

TWELVE TOWNS DRAIN
MIDDLE BRANCH
OVERVIEW

HRC JOB NO. 20220486	SCALE NONE
DATE June 2023	SHEET NO. C-4 OF

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

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

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

SUBJECT: 2024 George W. Kuhn Sewer Cleaning and Inspection Program
Fund #58510

DATE: September 26, 2023

Recommendations for cleaning and televising the sewers within the George W. Kuhn Drain are continually being identified, evaluated, and planned for by WRC staff including the asset management group, staff engineers and engineering consultants.

Based on discussion and review of the past sewer evaluations, the establishment of the 2024 GWK Sewer Cleaning and Inspection project is recommended. The drains that would be bid under this program are the Allen Branch of the Royal Oak Drain, East Clawson Drain, Ferndale-Nine Mile Drain, Hubbard Branch of the Royal Oak Drain, McClain Drain, Royal Oak Main Branch, Schubiner Drain, Shaberman Drain and GWK RTB Gravity Main, as shown on the attached maps. Discussions with Hubbell, Roth & Clark (HRC) have taken place to assist our office in this phase of the 5-year Capital Improvement Plan. As outlined in its September 13, 2023 proposal letter, the firms scope of services include:

- Design Engineering – Preparation of Bid Documents
- Local Municipality Coordination of Permits
- Bidding Administration Assistance

Our office has reviewed HRC's proposal and feel confident that they will provide us with the needed services to complete the design engineering services for the 2024 GWK Sewer Cleaning and Inspection project. The anticipated schedule is to have preliminary plans and specifications by January 14, 2024, and final plans and specifications by February 5, 2024. We are anticipating a bid opening at the end of February and recommendation and award at the March 2024 Drainage Board meeting.

In order to proceed with this project, authorization of \$32,700 is needed from the Drainage Board. The GWK Drainage District Sewage Disposal fund has the necessary funds available to participate in this project.

Requested Action: Retain the services of Hubbell, Roth & Clark to proceed with establishing plans and specifications for the 2024 GWK Sewer Cleaning and Inspection project for the not to exceed amount of \$32,700, and authorize the Chairperson to sign the proposal on behalf of the Drainage Board.



September 13, 2023

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

Attn: Mr. George Nichols, P.E., Civil Engineer III
Re: George W. Kuhn Drain
Proposal for Engineering Services, 2024 Sewer Cleaning and Inspection

HRC Job No. 20230748

Dear Mr. Nichols:

As requested, HRC is pleased to provide this proposal for engineering assistance related to the condition assessment of the George W. Kuhn Drain (GWK) for year 2024, as part of WRC's effort under the 5-year capital improvement plan. We would propose that these services be provided under the terms and conditions of our existing Engineering Services Contract.

Background

The office of the Oakland County Water Resources Commissioner (OCWRC) owns, operates, and maintains the GWK Drain, which is located in Oakland County that conveys combined sewage from 14 communities. Recently, the WRC procured a Contractor to clean and inspect four (4) specific branches within the GWK for 2023. As part of an ongoing effort for the WRC's five (5) year capital improvement plan, it is our understanding that the WRC would like to clean and inspect additional branches of the GWK Drain for 2024.

OCWRC has completed significant amounts of sewer televising and manhole inspections to determine the condition of the system. In addition, OCWRC received a Stormwater, Asset Management, and Wastewater (SAW) grant to prepare an Asset Management Plan (AMP) for the system. Based on the age of the system and the data collected to date, it appears some of the assets are approaching the end of their expected useful life and therefore some maintenance, rehabilitation and replacement of the collection system assets are required. Therefore, we understand the importance of performing condition assessment of this drain for capital improvement.

Scope of Services

Design Engineering - Preparation of Bid Documents

This task will include preparing contract documents for bidding purposes in order to select a qualified contractor to complete sanitary sewer inspection and cleaning services. HRC will work with the WRC to determine which sections of the GWK will be cleaned and inspected for this program based on project goals. HRC would expect that the level of effort and scope would be similar to the 2023 GWK project recently bid. The quantities included in the bid documents will be estimated based on the Drain segments determined by the WRC. Project specifications will be prepared using WRC standard contract documents and HRC specifications. Detailed maps will not be generated based on topographic surveys, but base-maps such as WRC Quarter-Section utility maps will be used with supplemental notes pertaining to the project. In addition, HRC will prepare a cover sheet and other necessary details for the project drawings.

Local Municipality Coordination of Permits

The GWK Drain encompasses fourteen (14) different communities and several roadway agencies. Based on

the specific locations of the drains selected for the 2024 project, HRC will review the required permits for the local communities and incorporate hydrant-use information in the plans and specifications. In addition, HRC will obtain contact information for communities where sewer cleaning and inspection is being performed.

Bidding Administration Assistance

HRC will prepare contract documents for purchase (if required) to prospective bidders, answer bidder questions, prepare addenda, attend a bid opening, assist the WRC in evaluating bids that are received, generate a bid tabulation, and review a Notice of Intent to Award letter.

Fees for Services

Based on the scope of services described above, our understanding of the necessary effort, and the WRC's expectations, we propose to perform this work for a not-to-exceed budget amount of \$32,700. A breakdown of costs is included as an attachment to this proposal.

This amount will not be exceeded without a change in project scope and prior written authorization. We propose to invoice the WRC for the actual hours incurred based on our standard hourly billing rates. Construction engineering and/or administration services will be covered under a separate proposal.

Anticipated Project Schedule

We would expect to review all information and complete the preliminary plans and specifications for County review by January 14, 2024, and deliver final plans and specifications by February 5, 2024. We anticipate a bid opening by February 26, 2024 and Award by the end of March 2024. The contractor could start the work by mid-April, pending the approval of all necessary contract items. All listed dates are tentative.

Personnel


Daniel Mitchell, P.E., President, will serve as Principal-in-Charge of this project and provide oversight. This project will be managed by Sally Duffy, P.E. with oversight by Karyn Stickel, P.E. HRC will provide staffing needs from our Asset Management and GIS Departments.


If this proposal is accepted, please sign and return a scanned copy of this proposal which will serve as our formal authorization to proceed.

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

Very truly yours,

HUBBELL, ROTH & CLARK, INC.


Sally Duffy, P.E.
Manager


Matthew Hughes, P.E.
Project Engineer

SLD/mgh

Attachment: (1) Cost Table

pc: HRC; D. Mitchell, K. Stickel, File



Accepted By:

Signature: _____

Written Name: _____

Title: _____

Dated: _____

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
GWK DRAIN SEWAGE COLLECTION SYSTEM
2024 GWK Sewer Cleaning and Inspection - Design Engineering

TABLE 1
ESTIMATED HOURS AND FEES

September 12, 2023

HRC Job No. 20230748

Task Description	Associate/ Managing Engineer	Project Engineer	Grad Engineer	Designer (CADD/GIS)	Total Hours	Estimated Fees (Rounded)
	\$ 180	\$ 130	\$ 120	\$ 95		
Preliminary Engineering (Study Phase)						
1 Kickoff Meeting	4	4	6		14	\$ 1,960
2 Design Engineering	10	24	50	24	108	\$ 13,200
3 Local Municipality Coordination	2	40	40	-	82	\$ 10,360
4 Bidding Administration Assistance	6	10	40	-	56	\$ 7,180
PROJECT TOTALS	22	78	136	24	260	\$ 32,700

ESTIMATED FEE SUMMARY

PERSONNEL	HOURS	RATE	TOTAL
Associate/Managing Engineer	22	\$ 180.00	\$ 3,960.00
Project Engineer	78	\$ 130.00	\$ 10,140.00
Grad Engineer	136	\$ 120.00	\$ 16,320.00
Designer (CADD/GIS)	24	\$ 95.00	\$ 2,280.00

TOTAL ESTIMATED HRC LABOR COST (Rounded) \$ 32,700.00

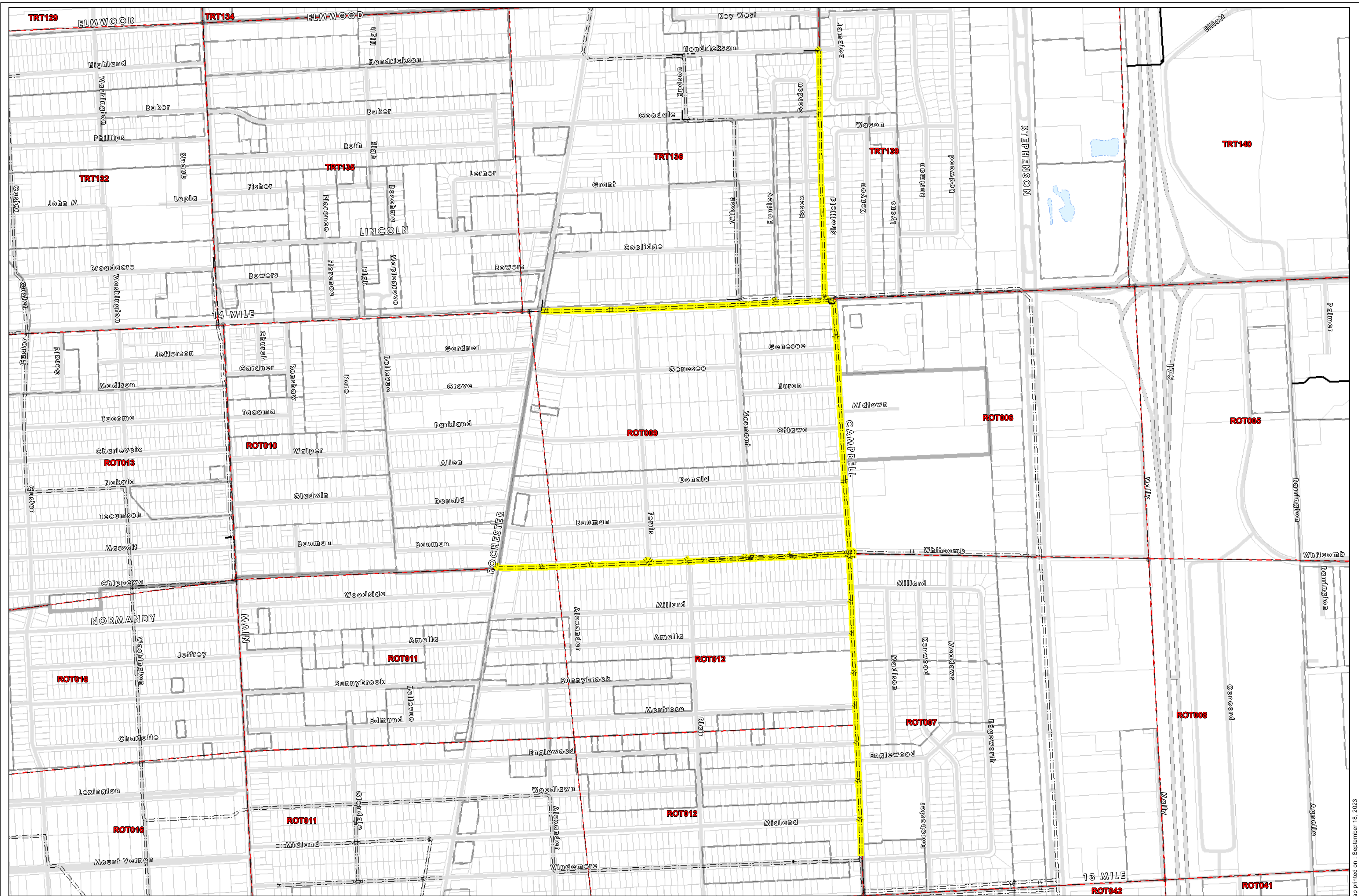
TOTAL SUBCONSULTANT FEES \$ -

TOTAL LUMP SUM NOT-TO-EXCEED \$ 32,700.00



DRAIN QUARTER GRID(S)
 15 QUARTER SHEET(S):
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 ROT083, ROT084, ROT110, ROT111, ROT113
 ROT125, ROT126, ROT127, ROT128, ROT130

ALLEN BRANCH OF THE ROYAL OAK DRAIN - CCTV



DRAIN QUARTER GRID(S)
9 QUARTER SHEET(S):
ROT006, ROT007, ROT009, ROT010, ROT011N
ROT012N, ROT012S, TRT136, TRT139

EAST CLAWSON DRAIN - CCTV



DRAIN QUARTER GRID(S)
2 QUARTER SHEET(S):
ROT137, ROT138

FERNDALE - NINE MILE DRAIN - CCTV



DRAIN QUARTER GRID(S)
6 QUARTER SHEET(S):
ROT035, ROT036, ROT039,
ROT040, ROT054, ROT057

MAIN BRANCH OF THE ROYAL OAK DRAIN - CCTV



DRAIN QUARTER GRID(S)
6 QUARTER SHEET(S):
ROT004, ROT043, ROT044,
ROT045, ROT046, ROT047

SOUTHEASTERN POLLUTION CONTROL FACILITY (GWK RETENTION BASIN) - CCTV

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

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

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

SUBJECT: GWK Residential Green Infrastructure Pilot Program

DATE: September 26, 2023

A three-year residential Green Stormwater Infrastructure (GSI) rebate pilot program for the GWK Drain Drainage District was presented at the Board's December 13, 2022 meeting. At that time, the Board authorized \$150,000 to be utilized for contracting and consulting services to develop the program. The Board also requested an update on the development of the program prior to authorizing additional funding for rebate payments. Over the course of the last several months, the WRC has worked with the Clinton River Watershed Council, the Center for Watershed Protection, the Southeast Michigan Council of Governments, and several community representatives to create a comprehensive pilot program called RainSmart Rebates.

RainSmart Rebates aims to promote environmental stewardship and help homeowners manage stormwater by offering a maximum rebate for installing approved green stormwater infrastructure such as rain gardens, rain barrels, and trees on their property. All homeowners within the GWK Drainage District will be eligible to apply for the program. The program includes a simple process:

- A homeowner applies through the website
- The WRC verifies that the property is located within the GWK Drain Drainage District
- A site visit is coordinated with the homeowner to discuss installation options
- A site visit report is issued to the homeowner summarizing the approved installations and potential rebate amount
- The homeowner installs the green stormwater infrastructure and submits proof of installation and receipts for rebate
- Rebate is reviewed and issued upon approval

For homeowners who cannot purchase or install GSI features themselves and need additional assistance, RainSmart Rebates will reserve 20% of its total rebate budget to be utilized as an equity grant. The equity grant serves to remove barriers for homeowners who have the ability to maintain the green stormwater infrastructure but may not have the physical ability or financial means to front the costs to install the feature on their property.

In conjunction with the communities within the GWK District, the WRC plans to start publicly promoting the program after the Stormwater Summit in late October. Acceptance of applications will begin on January 1, 2024. All applications, installations, and rebates will be tracked through GIS and reported at future GWK Board meetings.



RainSmart
— REBATES —



Jim Nash

GEORGE W. KUHN DRAIN DRAINAGE DISTRICT

Chapter 20 Drain Board Meeting

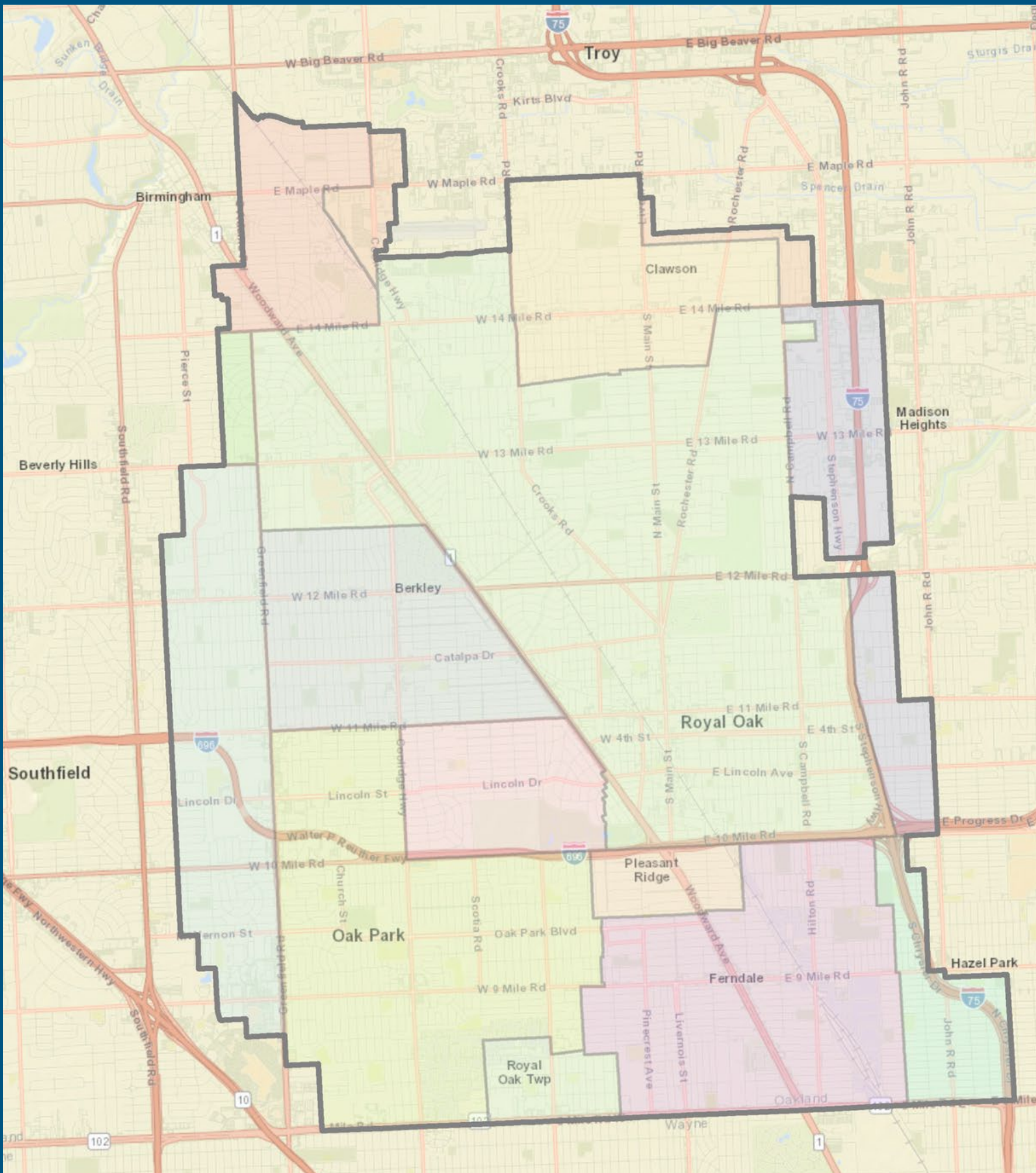
9/26/2023

GOAL

RainSmart Rebates aims to promote environmental stewardship and help homeowners manage stormwater by offering a rebate for installing green stormwater infrastructure (rain gardens, rain barrels, trees) on their property.







ELIGIBILITY

GWK DRAINAGE DISTRICT

- Berkley
- Beverly Hills
- **Birmingham**
- Clawson
- Ferndale
- Hazel Park
- Huntington Woods
- Madison Heights
- **Oak Park**
- Pleasant Ridge
- **Royal Oak**
- Royal Oak Township
- **Southfield**
- Troy

PILOT PARTNERS:



REBATES

- Rain Garden: **\$6/sqft**
- Rain Barrel: **\$125**
 - *Maximum 2 per property*
- Tree: **\$250**
 - *Maximum 2 per property*
- Rebate Ceiling: **\$2,000 per property**



PROCESS

STEP 1: Apply

- WRC website

STEP 2: Site Assessment

- \$25 - CRWC

STEP 3: Installation*

- Homeowner DIY

STEP 4: Submit Rebate Request

- Form, receipts, photos

STEP 5: Receive Rebate

*Reserve 20% of rebate budget to assist homeowners unable to financially or physically install GSI

EQUITY GRANT

- **GOAL:** remove barriers for homeowners who do not have the means to financially or physically install green stormwater infrastructure
- 20% of the total rebate budget
 - Based on EGLE's "overburdened" status and a community's apportionment status within the GWK
- Self attestation as part of the application process
- CRWC will waive the site assessment fee, purchase, and install eligible GSI tools for residents



REMAINING TASKS

- Complete GIS Tracking System (**CWP**)

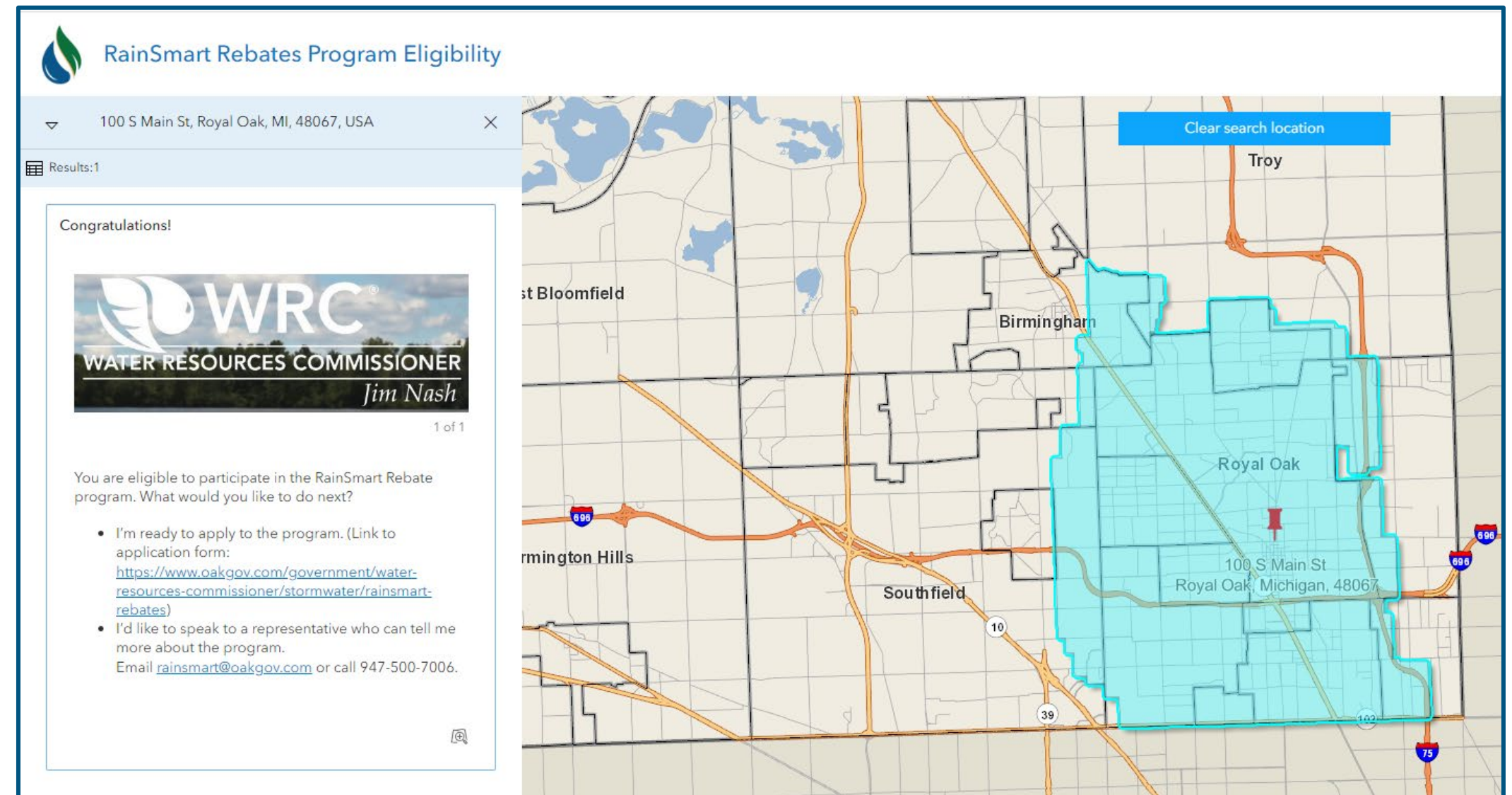
- Applications
- Site Visits
- Implementations

- Finalize Website (**WRC**)

- Informational Videos
 - Rain Barrel Installation
 - Infiltration Test

- Promote! (**Stakeholders**)

- Launch January 1, 2024





BOARD ACTION REQUESTED

Authorize \$200,000 over two years (2024-2025) for the distribution of homeowner rebates after successful installations of rain gardens, rain barrels, and/or trees through the RainSmart Rebates program.



QUESTIONS?

RainSmart@oakgov.com

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting



For Shawn Phelps

DATE: September 26, 2023

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

Payable To	Ref No.	For	Amount
Orchard Hiltz & McCliment Inc	TBP	Invoice # 66592 - Professional Services - 08/19/23	\$ 685.83
Dickinson Wright PLLC	V # SINV00207812	Invoice # 1836184 - Legal Services - 08/10/23	355.50
Dickinson Wright PLLC	V # SINV00207806	Invoice # 1835755 - Legal Services - 07/31/23	52,965.40
Dickinson Wright PLLC	V # SINV00207810	Invoice # 1835983 - Legal Services - 07/31/23	20,005.27
Clinton River Watershed Council	V # SINV00204992	Invoice # 4780 - Contracted Services - 1/1/23 - 6/30/23	2,576.00
Center for Watershed Protection	V # SINV00203263	Invoice # W-22-37 # 6- Contracted Services - 7/1/23 - 7/31/23	7,248.75
		Total	\$ 83,836.75
ICS Integration Services LLC	TBP	Invoice # 2806 Contracted Services - Proj 1-3408	\$ 3,651.24
		Project 1-3408	\$ 3,651.24
ICS Integration Services LLC	V # SINV00208924	Invoice # 2814 Contracted Services - Proj 1-3436	\$ 952.00
		Project 1-3436	\$ 952.00
ICS Integration Services LLC	V # SINV00206409	Invoice # 2805 - Contracted Service - Proj 1-2847	\$ 9,107.52
ICS Integration Services LLC	TBP	Invoice # 2804- Contracted Service - Proj 1-2847	4,998.00
ICS Integration Services LLC	V # SINV00208925	Invoice # 2815- Contracted Service - Proj 1-2847	4,522.00
		Project 1-2847	\$ 18,627.52
Hubbell Roth & Clark Inc	V # SINV00207818	Invoice # 0209766 - Contracted Services - 08/19/23 - Proj 1-3484	\$ 16,412.72
		Project 1-3484	\$ 16,412.72
		Total	\$ 123,480.23