NOTICE OF MEETINGS DRAINAGE BOARD FOR THE FOLLOWING DRAINS:

- 1. New Drain Project
- 2. Evergreen- Farmington Sanitary Drain
- 3. Clinton River Water Resource Recovery Facility
- 4. George W. Kuhn Drain
- 5. Augusta Drain
- 6. Hamlin Drain
- 7. Mainland Drain
- 8. Minnow Pond Drain
- 9. Pebble Creek Drain
- 10. Nelson Drain
- 11. Hoot Drain
- 12. Ireland Drain
- 13. Robert J. Evans Drain
- 14. Robert Huber Drain
- 15. Charles R. Moon 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 2:00 P.M., ON TUESDAY, MAY 24, 2022, TO CONDUCT NECESSARY AND APPROPRIATE BUSINESS OF THE DRAIN BOARDS. THOSE THAT WISH TO PARTICIPATE REMOTELY MAY FOLLOW THE INSTRUCTIONS ATTACHED TO THIS NOTICE. ALL BOARD MEMBERS WILL BE PARTICIPATING INPERSON.

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 THAT 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: May 18, 2022

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Chapter 20 Drainage Board Meeting

Regular Meeting – Tuesday, May 24, 2022

1. New Drain Project

AGENDA

FIRST MEETING OF THE DRAINAGE BOARD

New Drain Project Village of Ortonville, Township of Groveland, Township of Holly and Charter Township of Brandon

May 24, 2022

- 1. Call meeting to order.
- 2. Present petitions from the Village of Ortonville, the Township of Groveland, and the Charter Township of Brandon.
- 3. Resolution to:
 - A. Acknowledge consideration of petitions.
 - B. Determine that the drain project is necessary for the public health.
 - C. Designate public corporations to be assessed.

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

- D. Name the drain project and the drainage district.
- E. Set the time for the first hearing.
- F. Direct that notice be published in The Oakland Press.
- G. Direct that notice be mailed.
- 4. Present Memorandum from Brian Coburn, Manager, dated May 24, 2022, requesting the Board to approve payment of invoice 2022-0001515 to Genesee County Drain Commissioner in the amount of \$110,000
- 5. Present Memorandum from Brian Coburn, Manager, dated May 24, 2022, requesting the Board to approve payment of invoices in the amount of \$13,510.80 to Dickinson Wright for work completed to date
- 6. Authorize staff to advertise for request for proposals for engineering services
- 7. Other business.

6. Adjourn.

4895-1275-1893 v1 [12840-435]



Charter Township of Brandon 395 Mill St. PO Box 929 Ortonville, Mi. 48462

www.brandontownship.us

Roselyn Blair, Clerk Scott Broughton, Treasurer Dana DePalma, Trustee Robert Marshall, Trustee Kathy Thurman, Trustee Steve Unruh, Trustee

Jayson W. Rumball, Supervisor

At a regular meeting of Brandon Township, Oakland County, Michigan held on April 4, 2022.

PRESENT:	Blair, Broughton, DePalma, Marshall, Thurman, Unruh, Rumball	
ABSENT:	None	
7.0		-

The following resolution was offered by Thurman and seconded by DePalma:

BE IT RESOLVED BY BRANDON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, as follows:

1. That Brandon Township make and cause to be filed a petition in form substantially as follows:

PETITION

TO THE DRAINAGE BOARD FOR THE HEREINAFTER MENTIONED OAKLAND COUNTY, MICHIGAN DRAIN PROJECT

The undersigned public corporation petitions for the location, establishment, and construction of an intra-county drain project known as the Northwest Oakland Drain Project, which drain project is necessary for the public health, to extend sanitary sewer service from the Oakland County border with Genesee County to serve certain properties located within the Village of Ortonville, Groveland Township, Holly Township, and Brandon Township (collectively, the "Communities") which shall consist of a study of the feasibility of said drain project (the "Feasibility Study"). The Feasibility Study will address one or more of the following topics, without limitation:

- 1. A study of the feasibility of extending sanitary sewer service from the Oakland County border with Genesee County to serve certain properties located within the Communities, consisting of three phases, to be studied and planned as follows:
 - (a) Phase one involves the payment for the right to place sanitary flow to a sewer line of appropriate capacity into a Genesee County system that will be extended to the Oakland County and Genesee County line at an estimated cost of \$45.0 million. It will provide future capacity to serve the Communities and better protect the environment.
 - (b) Phase two involves the construction of a sewer extension along Dixie Highway and Grange Hall Road at an estimated cost of \$49.0 million.

- (c) Phase three is to encompass an additional sewer extension along Perryville Road at an estimated cost of \$59.0 million.
- 2. The negotiation of an agreement with Genesee County to determine the feasibility of providing additional capacity consisting of the extension of services to the Oakland County border with Genesee County.
- 3. An exploration of, and request for, applicable grants and other funding sources for the drain project
- 4. The drain project will serve certain property located entirely within the limits of the Communities. The Northwest Oakland Drain Project collects and transports sanitary wastewater originating in the County of Oakland only.

This petition is filed pursuant to the provisions of Chapter 20 of Act No. 40 of the Public Acts of Michigan of 1956, as amended.

It is understood and agreed that the entire cost of the drain project, including litigation costs and the amount of any judgment, arbitration award or settlement, to the extent such costs are payable by the Drainage District, is to be assessed against this petitioner and all other public corporations that benefit from the drain project and contribute to the conditions that make the drain project necessary.

The issuance of bonds to finance the drain project contemplated herein is contingent upon the Communities and the proposed drainage district entering into an agreement as provided by law setting forth the services and operations of the proposed drainage district and to provide for methods of addressing and apportioning future improvements to the proposed drainage district.

A certified copy of the resolution of the governing body of Brandon Township authorizing execution of this petition is attached hereto.

BRANDON TOWNSHIP

Supervisor

Clerk

- 2. That the Supervisor and Clerk are authorized and directed to execute the petition for and on behalf of Brandon Township and to execute an agreement related to the project contemplated by said petition and to file the same with the Water Resources Commissioner of the County of Oakland.
- 3. That the Township Board consents to the assessment of its share of the entire cost of the drain project against the Township.

- 4. That the Township agrees that it will pay its share of the costs incurred by the Oakland County Water Resources Commissioner or by the Drainage District in the event the drain or any portion thereof, for any reason, is not constructed.
- 5. The Township acknowledges that the County of Oakland, its Board of Commissioners, and the Oakland County Water Resources Commissioner will not contribute to the cost of the drain project or its operation and maintenance except to the extent that the County of Oakland may be assessed for the cost of the drain project or may agree to contribute to the cost of the drain project in accordance with the provisions of Chapter 20 of Act No. 40 of the Public Acts of Michigan of 1956, as amended.
- 6. That all prior resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

ADOPTED:	Yeas – Unruh	, Blair, Broughto	on, DePalma,	Marshall,	Thurmar	n. Rumball.
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					·	
	Nays - None					
STATE OF M	MICHIGAN)				
COUNTY OF	OAKLAND) SS)				

I certify that that foregoing is a true and complete copy of a resolution adopted by Brandon Township, Oakland County, Michigan, at a regular meeting held on April 4, 2022, the original of which is on file in my office. I certify further that notice of the meeting was given and such meeting was conducted in accordance with the Open Meetings Act.

Clerk,

Brandon Township

4879-6692-1487 v2 [12840-435]

Phone: 248 627-4918 Fax: 248-627-6938 www: brandontownship.us



395 Mill Street PO Box 929 Ortonville, Mi. 48462-0929

Village of Ortonville **Resolution No. 2022-02** February 28, 2022

RESOLUTION TO SUBMIT TO THE DRAINAGE BOARD A PETITION FOR THE NORTHWEST OAKLAND DRAIN PROJECT

The following resolution was offered by NIVELT and seconded by RANDAZZO:

BE IT RESOLVED by the Village of Ortonville, Oakland County, Michigan, as follows:

1. That the Village of Ortonville make and cause to be filed a petition in form substantially as follows:

PETITION

TO THE DRAINAGE BOARD FOR THE HEREINAFTER MENTIONED OAKLAND COUNTY, MICHIGAN DRAIN PROJECT

The undersigned public corporation petitions for the location, establishment, and construction of an intra-county drain project known as the Northwest Oakland Drain Project, which drain project is necessary for the public health, to extend sanitary sewer service from the Oakland County border with Genesee County to serve certain properties located within the Village of Ortonville, Groveland Township, Holly Township, and Brandon Township (collectively, the "Communities") which shall consist of a study of the feasibility of said drain project (the "Feasibility Study"). The Feasibility Study will address one or more of the following topics, without limitation:

- 1. A study of the feasibility of extending sanitary sewer service from the Oakland County border with Genesee County to serve certain properties located within the Communities, consisting of three phases, to be studied and planned as follows:
 - Phase one involves the payment for the right to place sanitary flow to a sewer line of appropriate capacity into a Genesee County system that will be extended to the Oakland County and Genesee County line at an estimated cost of \$45.0 million. It will provide future capacity to serve the Communities and better protect the environment.
 - b) Phase two involves the construction of a sewer extension along Dixie Highway and Grange Hall Road at an estimated cost of \$49.0 million.
 - c) Phase three is to encompass an additional sewer extension along Perryville Road at an estimated cost of \$59.0 million.
- 2. The negotiation of an agreement with Genesee County to determine the feasibility of providing additional capacity consisting of the extension of services to the Oakland County border with Genesee County.
- 3. An exploration of, and request for, applicable grants and other funding sources for the drain project.

4. The drain project will serve certain property located entirely within the limits of the Communities. The Northwest Oakland Drain Project collects and transports sanitary wastewater originating in the County of Oakland only. This petition is filed pursuant to the provisions of Chapter 20 of Act No. 40 of the Public Acts of Michigan of 1956, as amended. It is understood and agreed that the entire cost of the drain project, including litigation costs and the amount of any judgment, arbitration award or settlement, to the extent such costs are payable by the Drainage District, is to be assessed against this petitioner and all other public corporations that benefit from the drain project and contribute to the conditions that make the drain project necessary. The issuance of bonds to finance the drain project contemplated herein is contingent upon the Communities and the proposed drainage district entering into an agreement as provided by law setting forth the services and operations of the proposed drainage district and to provide for methods of addressing and apportioning future improvements to the proposed drainage district. A certified copy of the resolution of the governing body of the Village of Ortonville authorizing execution of this petition is attached hereto. VILLAGE OF ORTONVILLE By: M M Ryan Madis, Village Manager That the Manager and Clerk are authorized and directed to execute the petition for and on behalf of the Village of Ortonville and to execute an agreement related to the project contemplated by said petition and to file the same with the Water Resources Commissioner of the County of Oakland. 3. That the Village Board consents to the assessment of its share of the entire cost of the drain project against the Village. The Village agrees that it will pay its share of the costs incurred by the Oakland County Water Resources Commissioner or by the Drainage District in the event the drain or any portion thereof, for any reason, is not constructed; and The Village acknowledges that the County of Oakland, its Board of Commissioners, and the Oakland County Water Resources Commissioner will not contribute to the cost of the drain project or its operation and maintenance except to the extent that the County of Oakland may be assessed for

the cost of the drain project or may agree to contribute to the cost of the drain project in accordance with the provisions of Chapter 20 of Act No. 40 of the Public Acts of Michigan of 1956, as amended. That all prior resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded. ADOPTED: Yeas - NIVELT, RANDAZZO, GEORGE, GREEN, HAYDEN, BRICE Nays - NONE STATE OF MICHIGAN) SS COUNTY OF OAKLAND I certify that the foregoing is a true and complete copy of a resolution adopted by the Village of Ortonville, Oakland County, Michigan, at a regular meeting held on February 28, 2022, the original of which is on file in my office. I certify further that notice of the meeting was given and such meeting was conducted in accordance with the Open Meetings Act. Jenna Palmer, Village Clerk

NORTHWEST OAKLAND DRAIN PROJECT Resolution – 2022-006

At a regular meeting of Groveland Township, Oakland County, Michigan held on March 14, 2022.

PRESENT: Robert DePalma, Patti Back, Gina Muzzarelli, James Christopher

ABSENT: Theresa Bills/Excused

The following resolution was offered by **Robert DePalma** and seconded by **James Christopher**:

BE IT RESOLVED BY GROVELAND TOWNSHIP, OAKLAND COUNTY, MICHIGAN, as follows:

1. That Groveland Township make and cause to be filed a petition in form substantially as follows:

PETITION

TO THE DRAINAGE BOARD FOR THE HEREINAFTER MENTIONED OAKLAND COUNTY, MICHIGAN DRAIN PROJECT

The undersigned public corporation petitions for the location, establishment, and construction of an intra-county drain project known as the Northwest Oakland Drain Project, which drain project is necessary for the public health, to extend sanitary sewer service from the Oakland County border with Genesee County to serve certain properties located within the Village of Ortonville, Groveland Township, Holly Township, and Brandon Township (collectively, the "Communities") which shall consist of a study of the feasibility of said drain project (the "Feasibility Study"). The Feasibility Study will address one or more of the following topics, without limitation:

- 1. A study of the feasibility of extending sanitary sewer service from the Oakland County border with Genesee County to serve certain properties located within the Communities, consisting of three phases, to be studied and planned as follows:
 - Phase one involves the payment for the right to place sanitary flow to a sewer line of appropriate capacity into a Genesee County system that will be extended to the Oakland County and Genesee County line at an estimated cost of \$45.0 million. It will provide future capacity to serve the Communities and better protect the environment.
 - (b) Phase two involves the construction of a sewer extension along Dixie Highway and Grange Hall Road at an estimated cost of \$49.0 million.
 - (c) Phase three is to encompass an additional sewer extension along Perryville Road at an estimated cost of \$59.0 million.

- 2. The negotiation of an agreement with Genesee County to determine the feasibility of providing additional capacity consisting of the extension of services to the Oakland County border with Genesee County.
- 3. An exploration of, and request for, applicable grants and other funding sources for the drain project
- 4. The drain project will serve certain property located entirely within the limits of the Communities. The Northwest Oakland Drain Project collects and transports sanitary wastewater originating in the County of Oakland only.

This petition is filed pursuant to the provisions of Chapter 20 of Act No. 40 of the Public Acts of Michigan of 1956, as amended.

It is understood and agreed that the entire cost of the drain project, including litigation costs and the amount of any judgment, arbitration award or settlement, to the extent such costs are payable by the Drainage District, is to be assessed against this petitioner and all other public corporations that benefit from the drain project and contribute to the conditions that make the drain project necessary.

The issuance of bonds to finance the drain project contemplated herein is contingent upon the Communities and the proposed drainage district entering into an agreement as provided by law setting forth the services and operations of the proposed drainage district and to provide for methods of addressing and apportioning future improvements to the proposed drainage district.

A certified copy of the resolution of the governing body of Groveland Township authorizing execution of this petition is attached hereto.

GROVELAND TOWNSHIP

Supervisor

Clerk

- 2. That the Supervisor and Clerk are authorized and directed to execute the petition for and on behalf of Groveland Township and to execute an agreement related to the project contemplated by said petition and to file the same with the Water Resources Commissioner of the County of Oakland.
- 3. That the Township Board consents to the assessment of its share of the entire cost of the drain project against the Township.

- 4. That the Township agrees that it will pay its share of the costs incurred by the Oakland County Water Resources Commissioner or by the Drainage District in the event the drain or any portion thereof, for any reason, is not constructed.
- 5. The Township acknowledges that the County of Oakland, its Board of Commissioners, and the Oakland County Water Resources Commissioner will not contribute to the cost of the drain project or its operation and maintenance except to the extent that the County of Oakland may be assessed for the cost of the drain project or may agree to contribute to the cost of the drain project in accordance with the provisions of Chapter 20 of Act No. 40 of the Public Acts of Michigan of 1956, as amended.
- 6. That all prior resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

ADOPTED: Yeas - 4

Nays - 0

STATE OF MICHIGAN)
) SS

COUNTY OF OAKLAND)

I certify that that foregoing is a true and complete copy of a resolution adopted by Groveland Township, Oakland County, Michigan, at a regular meeting held on March 14, 2022, the original of which is on file in my office. I certify further that notice of the meeting was given and such meeting was conducted in accordance with the Open Meetings Act.

Clerk

Groveland Township

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

NOTICE OF HEARING

RE: PETITIONS TO LOCATE, ESTABLISH AND CONSTRUCT AN INTRA-COUNTY DRAIN PROJECT IN THE VILLAGE OF ORTONVILLE, TOWNSHIP OF GROVELAND, TOWNSHIP OF HOLLY, CHARTER TOWNSHIP OF BRANDON, OAKLAND COUNTY, MICHIGAN.

NOTICE IS HEREBY GIVEN, that pursuant to the provisions of Chapter 20 of Act No. 40 of the Public Acts of 1956, as amended, petitions were filed with the Water Resources Commissioner of Oakland County, Michigan, petitioning for the location, establishment and construction of an intra-county drain project consisting of improvements to the Northwest Oakland Drain, including, without limitation, a study of the feasibility of extending sanitary sewer service from Genesee County to serve certain properties located within the Village of Ortonville, the Township of Groveland, the Township of Holly and the Charter Township of Brandon.

NOTICE IS FURTHER GIVEN, that the Drainage Board for the drain project has considered the petitions and has made a tentative determination that the petitions are sufficient and that the drain project is practical; has given the name "NORTHWEST OAKLAND DRAIN IMPROVEMENTS" as the name of the drain project and the name "NORTHWEST OAKLAND DRAIN IMPROVEMENTS DRAINAGE DISTRICT" as the name of the drainage district therefor; and has made a tentative determination that the following public corporations should be assessed for the cost of the drain project, to wit:

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

NOTICE IS FURTHER GIVEN, that the Drainage Board will meet on the _____ day of _____, 2022, at _:___.m., prevailing Eastern Time, at the Office of the Oakland County Water Resources Commissioner, One Public Works Drive, Waterford, Michigan, for the purpose of hearing any objections to the drain project, to the petitions therefor, and to the matter of assessing the cost thereof to the public corporations above named. This notice is given to and for the benefit of the said public corporations and all taxpayers thereof. At the hearing any of said public corporations or any taxpayer thereof will be entitled to be heard.

NOTICE IS FURTHER GIVEN, that after such hearing the Drainage Board shall make a determination as to the sufficiency of the petitions, the practicability of the drain project, whether the drain project should be constructed, and if so, the public corporations to be assessed and shall issue an order known as the Final Order of Determination. Section 483 of Act No. 40 of the Public

Acts of 1956, as amended, provides that the Final Order of Determination shall not be subject to attack in any court, except by proceedings in certiorari brought within 20 days after the order is filed in the Office of the Oakland County Water Resources Commissioner, the Chairperson of the Drainage Board for the Northwest Oakland Drain Improvements, and that if no such proceeding shall be brought within said 20 day period the drain project shall not thereafter be questioned in any suit at law or in equity, either on jurisdictional or non-jurisdictional grounds.

This notice is given by order of the Drainage Board for the Northwest Oakland Drain Improvements.

Dated:	_, 2022
4879-2868-1493 v1 [12840-435]	

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

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

MEMORANDUM

TO: Jim Nash, Chairperson

Northwest Oakland Sanitary Drain Drainage District

FROM: Brian Coburn, P.E., Manager

SUBJECT: Approval of Initial Project Costs

DATE: May 24, 2022

Our office has been working with Holly, Groveland and Brandon Townships along with the Village of Ortonville since 2019 to study the extension of sanitary sewer service into these communities. Genesee County is planning to extend the Kearsley Creek Interceptor (KCI) sanitary sewer to the Oakland County border and has provided an opportunity to these communities to have a feasible and sustainable sanitary sewer outlet. The WRC has been working with the communities to facilitate the conversation, oversee the completion of the feasibility report, and assist with the formation of the drainage district.

The report, completed in December 2021, demonstrated that the project is feasible. The four communities passed resolutions in November 2021 showing support to continue with the next steps in the project. Additionally, the communities provided the drainage district with \$200,000 to be used for various tasks including preliminary engineering in Genesee County, legal assistance, and consultant support.

A memorandum of understanding (MOU) between the Genesee County Drain Commissioner and the WRC dated April 5, 2022 memorializes the cooperation of the two counties on the project. In the MOU, it is agreed to split the costs of early engineering with Genesee County to keep the project moving. The communities supported this with the approved resolutions and payments to the drainage district. The portion of the preliminary engineering costs allocated to the drainage district is \$110,000, per the attached invoice.

RECOMMENDED ACTION: Approve payment of invoice 2022-0001515 to Genesee County Drain Commissioner in the amount of \$110,000.

Page 1 of 1 Rev.: 02/12/2018



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

- DIVISION OF -

WATER & WASTE SERVICES

G-4610 BEECHER ROAD - FLINT, MICHIGAN 48532-2617 PHONE (810) 732-7870 - FAX (810) 732-9773

JEFFREY WRIGHT

April 5, 2022

Mr. Brian Coburn Oakland county Water Resource Commissioner One Public Works Drive Building 95W Waterford, Michigan 48328

Re:

Memorandum of Understanding

KCI Project

Dear Mr. Coburn:

Enclosed please find a fully executed Memorandum of Understanding regarding the KCI Project for your review and use.

Should you have any questions or concerns, please do not hesitate to contact this office.

Sincerely,

30 10 100

Daniel Potter, Chief Deputy Drain Commissioner

Division of Water & Waste Services

DP/JMW Enclosure

cc:

Jeff Wright, Drain Commissioner

John F. O'Brien, PE, BCEE, Director

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") entered into on March __, 2022, by the COUNTY OF GENESEE, a Michigan municipal corporation, acting by and through its Drain Commissioner, in his capacity as the duly appointed and acting COUNTY AGENCY, G-4610 Beecher Road, Flint, Michigan 48532, established by the Genesee County Board of Commissioners pursuant to Act 342, Public Acts of Michigan of 1939 ("ACT 342"), as amended (the "Genesee County Agency") and the Oakland County Water Resources Commissioner, as agent for the NORTHWESTERN OAKLAND DRAIN DRAINAGE DISTRICT (the "NW Oakland Drain"), a drainage district to be organized and formed under and pursuant to Chapter 20 of Act No. 40, Public Acts of Michigan, 1956, as amended (the NW Oakland Drain and together with the Genesee County Agency, the "Parties").

RECITALS

- A. The Genesee County Agency owns and operates the Genesee County sewer systems referred to herein as the Genesee County Publically Owned Treatment Works ("POTW"), also known as the Anthony Ragnone Treatment Plant ("ARTP") and the Kearsley Creek Interceptor ("KCI") and associated pump stations; and
- B. The NW Oakland Drain has studied the feasibility of the connection of sanitary sewer flow from its projected service area to be transported by the Genesee County Agency to the POTW, as depicted in the Northwest Oakland Extension of the Kearlsey Creek Interceptor Report dated December 2021 prepared by Rowe Professional Services Company, Job 20C0071.
- C. The Genesee County Agency has studied the feasibility of the connection of sanitary sewer flow from the NW Oakland Drain to be formed to be transported by the Genesee County Agency to the POTW, as depicted in the Genesee County Agency Extension of the Kearsley Creek Interceptor into Oakland County September 2021 prepared by Rowe Professional Services Company.
- D. The two Rowe Reports study the feasibility of the KCI Project as generally depicted in **Exhibit A** to this MOU.
- E. The NW Oakland Drain and the Genesee County Agency have agreed to a collaborative approach to project management and funding to start the KCI Project work as described herein.

In consideration of the mutual agreements described herein, Genesee County Agency and the NW Oakland Drain agree to the following:

Section 1. <u>KCI Project</u>. The Parties agree to move forward with initial steps to the KCI Project as depicted in Exhibit A. The Genesee County Agency has identified an engineering services firm to complete the design of the Phase 1 of the KCI Project which includes two parts: (1) the First Part is the topographical survey work and wetland delineation; and (2) the Second Part is the final design. This MOU only addresses the First Part costs as described herein. An

additional and separate memorandum of understanding must be approved to address the Second Part.

- Section 2. <u>Genesee County Agency engagement of professional engineering services to complete the Phase 1, First Part work.</u> The Genesee County Agency must engage the professional engineering services company pursuant to Genesee County standard contracting policies to complete the First Part work as described in the scope of work attached as **Exhibit B**. The Genesee County Agency will be the project manage that work.
- Section 3. <u>NW Oakland Drain reimbursement of Genesee County Agency for engineering professional services to complete Phase 1, First Part work.</u> NW Oakland Drain agrees to pay the Genesee County Agency for part of the cost of the professional engineering services in an amount not to exceed \$110,000.00.

Section 4. General Conditions.

- (a) This Agreement must be construed under Michigan law, and if any part, term or provision of this Agreement is determined by a court of competent jurisdiction to be unlawful or unenforceable, such determination must not affect the validity and enforceability of the remaining parts, terms, or provisions of this Agreement.
- (b) This Agreement replaces and supersedes all prior oral or written agreements between the Parties concerning its purpose.
- (c) This Agreement sets forth the entire understanding between the Parties concerning its purpose. This Agreement may be amended only by written agreement of the Parties.
 - (d) There are no intended third party beneficiaries to this Agreement.
- (e) This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege power, obligation, duty, or immunity of the Parties. The obligations in this Agreement are in the exercise or discharge of a governmental function and to serve the public health and welfare.
 - (f) This Agreement is effective as of the date first written above.
- (g) This Agreement is binding on, and for the benefit of, the Parties and their respective their successors and assigns.
- Section 5. <u>Reports.</u> The Genesee County Agency must provide reasonable regular updates and upon reasonable request of NW Oakland Drain on the progress of the First Part work.
- Section 6. <u>Coordination</u>. The Parties agree to reasonably cooperate to secure necessary approvals and additional funding sources, including grants and loans, for the KCI Project.

[Signature Page Follows on Next Page]

IN WITNESS WHEREOF, the COUNTY AGENCY, and the NORTHWESTERN OAKLAND DRAIN DRAINAGE DISTRICT have executed this Memorandum of Understanding by its duly authorized officers as of the day and year first above written.

COUNTY AGENCY, a Michigan Municipal agency established by the Genesee County Board of Commissioners pursuant to Act 342, Public Acts of Michigan of 1939 ("ACT 342")

By:

Jeff Wright,

Genesee County

Drain

Commissioner, as the Genesee County Agency

NORTHWESTERN OAKLAND DRAIN DRAINAGE DISTRICT (the "NW Oakland Drain"), a drainage district to be organized and to exist under and pursuant to Chapter 20 of Act No. 40, Public Acts of Michigan, 1956, as amended

By:

Im Nash, as the NW Oakland Drain

Chairperson

<u>ACKNOWLEDGMENTS</u>

STATE OF MICHIGAN)	
COUNTY OF GENESEE) SS.	
The foregoing instruction 2022, by Jeff Wright, the COUNTY AGENCY.	ent was acknowledged before enesee County Drain Comm	me this 5th day of April, issioner, on behalf of the GENESEE
	State of Mich	M. WUY , Genese County igan ion Expires: 05.28.2024
STATE OF MICHIGAN COUNTY OF OAKLAND)) SS.)	
The foregoing instru	person of NORTH web ter	emethis 23 rd ay of march, RN OAKLAND DRAIN DRAINAGE
	Kels	ur Cooke
	Notary Public State of Mich	igan
	My Commiss	ion Expires: 06 · 25 · 2024

EXHIBIT A:

Route for Extension of KCI into Northern Oakland County

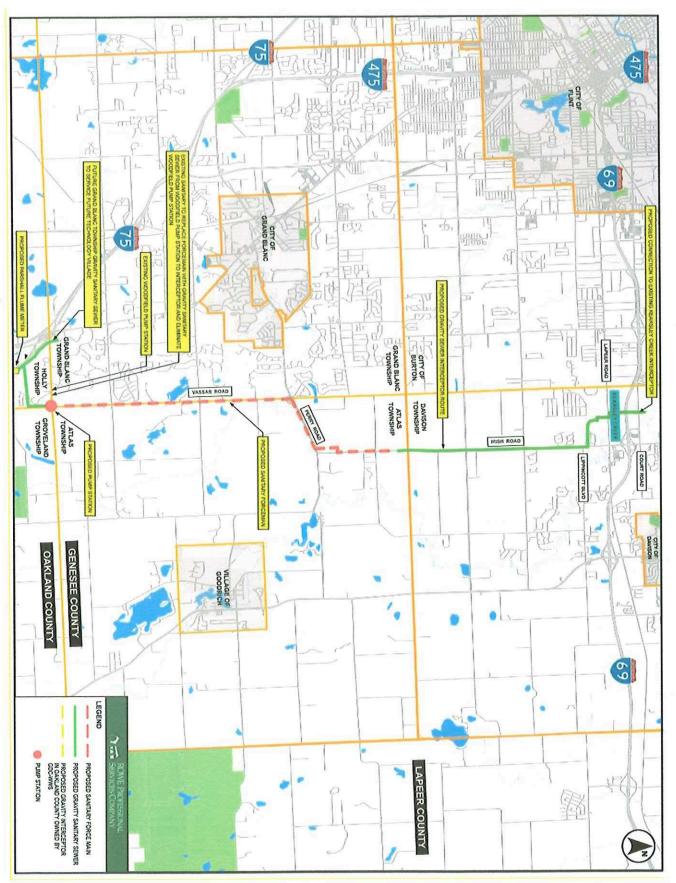


EXHIBIT B:



March 3, 2022

Mr. John O'Brien, PE - Director Genesee County Drain Commissioner's Office Division of Water & Waste Services 4610 Beecher Road Flint, MI 48532

RE:

Extension of the Kearsley Creek Interceptor (KCI) into Oakland County Professional Services for Surveying and Wetland Delineation Proposal

Dear Mr. O'Brien:

ROWE Professional Services Company appreciates the opportunity to provide surveying and wetland delineation services for extending the KCI south into northern Oakland County. ROWE completed the study, schematic layout, and construction cost opinion for the extension of the KCI into Oakland County for the Genesee County Drain Commissioner's Office Division of Water & Waste Services (GCDC-WWS). We understand you would like to proceed with surveying and wetland delineation as soon as possible while you are coordinating with other stakeholders regarding the design of the proposed improvements.

We look forward to continuing our relationship built upon projects such as the water system master plan, north water main loop, connection from the new water treatment plant to the existing distribution system, and portions of the Karegnondi Water Authority (KWA) project, to name a few. These projects have provided us with great opportunities to become familiar with you, your staff, your desires, and requirements.

Project Overview

The overall project is to extend the existing GCDC-WWS KCI southerly through Genesee County into northern Oakland County as shown on the attached map. A portion of KCI will be constructed in Oakland County south on Vassar Road to McClelland Road, west on McClelland Road to Dixie Highway, a short distance south on Dixie Highway to a proposed Parshall flume meter.

A new gravity sanitary sewer will be constructed to the existing Grand Blanc Township Woodfield Pump Station to facilitate gravity service. The pump station will be decommissioned as well as the associated force mains.

In the future, Grand Blanc Township may construct a sanitary sewer from KCl at McClelland Road and Dixie High north along Dixie Highway and Saginaw Road to service the proposed Technology Village development. This scope of work is not included in this project.

The project is on the Michigan Department of Environment, Great Lakes, and Energy (EGLE) fiscal year 2022 Project Priority List and eligible for Clean Water State Revolving Fund (CWSRF) funding for a cost of \$32,830,000.

Flint, MI (HQ): 540 S. Saginaw Street, Suite 200, 48502 | Phone: (810) 341-7500

PROPOSED GRAVITY SANITARY SEWER PROPOSED SANITARY FORCE MAIN PROPOSED GRAVITY INTERCEPTOR IN OAKLAND COUNTY OWNED BY GDC-WWS LAPEER COUNTY PUMP STATION LEGEND 69 OAKLAND COUNTY GENESEE COUNTY COURT ROAD GROVELAND TOWNSHIP DAVISON GRAND BLANC ATLAS
TOWNSHIP HOLLY CITY OF BURTON 69 475

Route for Extension of KCI into Northern Oakland County

Mr. John O'Brien, PE - Director March 3, 2022 Page 2

Scope of Services

Task A: Survey, Base Drawing, Existing Utilities, Proposed Easements and Title Work
ROWE will develop a base drawing for use in design engineering and developing construction
plans for the project. The scope of services for this task will include the following.

- Complete an aerial survey along the proposed KCI route with supplemental topographic survey for features that are difficult to depict on the aerial such as heavy wooded areas, manholes, ditches, culverts, etc. For the portions of the route along a road, the survey will cover the entire right-of-way. For the portions across parcels, the survey will cover an approximate 60-foot-wide path centered on the proposed preliminary route.
 - Obtain utility inverts and, if determinable, pipe sizes and material type; however, ROWE personnel will not enter manholes to gather information. Information will be gathered by observations from the surface after removing manhole covers.
 - Outline groups or rows of trees and locate individual trees of 12-inch-diameter and larger. Tree identification and/or tagging is not included.
 - Delineate existing road rights-of-way along the proposed route.
- Regulated flood areas/contours will be plotted as identified by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM).
- Title work will be ordered for properties along the off road (outside of road right-of-way)
 portion of the KCI route. These parcels have an existing sanitary sewer and corresponding
 easements which will be utilized for the proposed KCI sewer. The title work will identify
 all existing easements which we will show on the drawings.
 - Based on the current KCI route, there are four off-road parcels.
- Develop legal descriptions and survey sketches for proposed easements. GCDC-WWS will utilize their own easement form to be executed.
 - Based on the current KCl route, there are eight parcels that will require proposed easements.
 - Provide preliminary easement sketch and description for each easement for GCDC-WWS to meet with property owners. ROWE will obtain title work for these eight parcels and show all existing easements as provided by the title company.
 - GCDC-WWS will meet with property owners and obtain easement signatures and have the documents recorded at the Register of Deeds.
 - If required, ROWE will complete one revision of the easement sketch and description based on the owner's input/request.
- Develop legal descriptions and survey sketches and order title work for land acquisition for the proposed pump station parcel.
 - Field locate/survey boring locations after completion.

Our scope for this task is based on the following:

- Survey limits are based on the proposed KCI route developed as part of the preliminary study. If needed, ROWE can provide cost and options for obtaining additional survey data for alternate routes.
- Property lines will be established for parcels requiring proposed easements, acquisition, or title work (13 anticipated).

Mr. John O'Brien, PE - Director March 3, 2022 Page 3

- Geographic Information System (GIS) data will be utilized to approximate property lines for other properties as requested along the proposed KCI route.
- Existing utility coordination
 - Existing utilities beyond what's evident in the topographical survey will not be included at this phase. They will be obtained and included in the design phase of the project.

Task B: Subconsultants

ROWE proposes to utilize the following team members to provide design related services:

 Wetland delineation along the entire route will be provided by Marx Wetlands LLC for a corridor width of 150 feet (75 feet each side of the centerline). They will provide ROWE with a map and coordinates of the flagged wetlands along with a wetland report.

Owner's Responsibilities

GCDC-WWS will be responsible for the following:

- If necessary, help with obtaining access to private land for survey, wetland delineation, and future geotechnical work.
- Meet with property owners, execute easement agreements, and have them recorded at the Register of Deeds office.

Deliverables

Deliverables for this phase of the project will be submitted to GCDC-WWS as tasks are completed so the progress made by ROWE is tangible and clearly substantiated. The following is a list of anticipated deliverables that will be provided in electronic format (i.e., PDF), unless otherwise noted:

- Task A
 - o Complete topographic survey drawings of the proposed route in PDF format.
 - Preliminary and final proposed easement sketches and descriptions (8 estimated)
 - Certified survey for proposed pump station parcel
- Task B
 - Wetland Delineation Report

Schedule

ROWE will begin the survey work within ten (10) business days of notice to proceed. We anticipate the survey work to be completed in approximately four months from when we commence if weather doesn't hinder the ability to complete the field work. Wetland delineation will be scheduled as soon as we are authorized to proceed, and the field work will be completed within six weeks of commencing with the report following the field work.

Compensation

ROWE can provide the services outlined above for the following fee:

Task A- Surveying

\$220,000

Task B- Wetland delineation

\$ 10,000

Total fee:

\$230,000

Mr. John O'Brien, PE - Director March 3, 2022 Page 4

ROWE is excited about this opportunity to continue to work with the GCDC-WWS on critical projects such as this. We look forward to meeting with you to negotiate our fee for the Scope of Services we have outlined above.

Sincerely, ROWE Professional Services Company

Jack Wheatley 2022.03.03 12:29:46

Jack T. Wheatley, PE Principal/Vice President Director of Corporate Marketing

Attachment

S:\Work in Progress\Genesee County Drain Commissioner (KCI) Sept21\Survey and wetland SOS letter\KCI sewer extension scope of services survey and wetland REVISED3-3-22.docx



INVOICE DATE	DUE DATE	INVOICE #	TOTAL DUE
04/07/2022	05/07/2022	2022-00001505	\$110,000.00

Oakland County Water Resources Commissioner One Public Works Drive Building 95W Waterford, MI 48328 Please Mail Payment To:

Genesee County Drain Commissioner Division of Water and Waste Services G-4610 Beecher Rd Flint, MI 48532

Amount Encl	osed:	
Customer #:	637	

DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

KEEP THIS PORTION FOR YOUR RECORDS

Preliminary cost associated with Kearsley Creek Interceptor

FOR BILLING INQUIRY:

Description		Qty	Unit Price	Total Price
Construction Cost	Design of Phase 1 - First Part topographical survey work and wetland delineation	1	\$110,000.0000	\$110,000.00

CUSTOMER #	BILLING DATE	DUE DATE	INVOICE #	CHARGES
637	04/07/2022	05/07/2022	2022-00001505	\$110,000.00
		Less Prepayment		\$0.00
			m 1 D	

sal Due → \$110,000.00

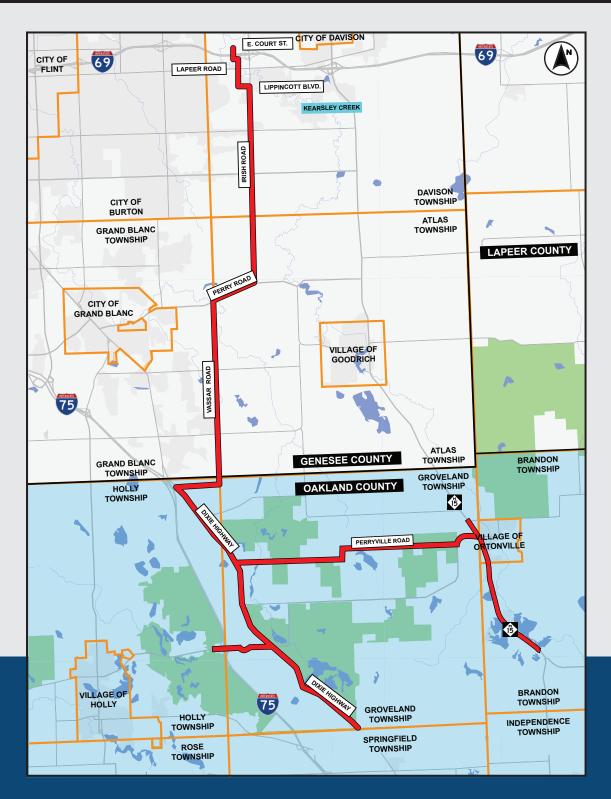
4/8/22

FUND: 10100 DEPT 6010101 PROGRAM 149030 PROJECT 1-3116 ACCOUNT 730632



OAKLAND COUNTY WATER RESOURCES COMMISSIONER'S OFFICE

NORTHWEST OAKLAND EXTENSION OF THE KEARSLEY CREEK INTERCEPTOR



ROWE Job Number 20C0071

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Appendix A: KCI Overall Route Maps

- 1. KCI Overall Route Map Oakland County
- 2. KCI Overall Route Map Genesee County

Appendix B: Existing Land Features Maps

- 1. Existing Land Features Northwest
- 2. Existing Land Features West
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Appendix F: Gravity Sewer Pipe Sizing Calculations

Appendix G: Sanitary Sewer Plan and Profiles

- 1. Overall Project Map and Sheet Index (Sheet 1 of 21)
- 2. Plan and Profile Drawings (Sheets 2 through 21)

Appendix H: Engineer's Opinion of Probably Construction Cost

- 1. Engineer's Opinion of Probable Construction Cost Overall Project (Region 1 and Region 2)
- 2. Engineer's Opinion of Probable Construction Cost Region 1
- 3. Engineer's Opinion of Probable Construction Cost Region 2
- 4. Engineer's Opinion of Probable Construction Cost Phase 1 of Region 1
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- 7. Engineer's Opinion of Probable Construction Cost Phase 4 of Region 1
- 8. Region 1 Construction Phasing Map

Appendix I: GCDC-WWS KCI Plan and Profiles

- 1. Overall Project Map and Sheet Index (Sheet 1 of 16)
- 2. Plan and Profile Drawings (Sheets 2 through 16)

ACRONYMS

ARTP Anthony Ragnone Treatment Plant

CFS Cubic feet per second

CVT City, Village, Township

CWSRF Clean Water State Revolving Fund

DNR Department of Natural Resources

DWSD Detroit Water and Sewerage Department

EGLE Michigan Department of Environment, Great Lakes, and Energy

FPS Feet per second

GCRC Genesee County Road Commission

GCDC-WWS Genesee County Drain Commissioner's Office Division of Water & Waste Services

GIS Geographic Information System

GPM Gallons per minute

KCI Kearsley Creek Interceptor

MDOT Michigan Department of Transportation

RCOC Road Commission for Oakland County

REU Residential Equivalency Unit

ROWE ROWE Professional Services Company

SCADA Supervisory Control and Data Acquisition

TDH Total Dynamic Head

Ten States Standards Recommended Standards for Wastewater Facilities (10 States Standards) 1997 edition of a report of the Wastewater Committee of the Great Lakes - Upper Mississippi River

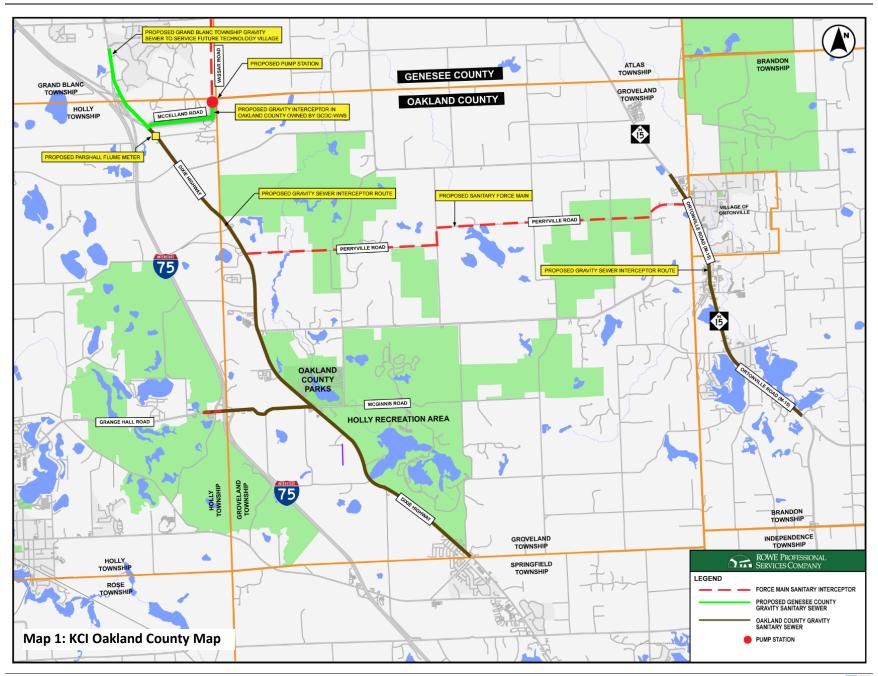
WRC Oakland County Water Resources Commissioner's Office

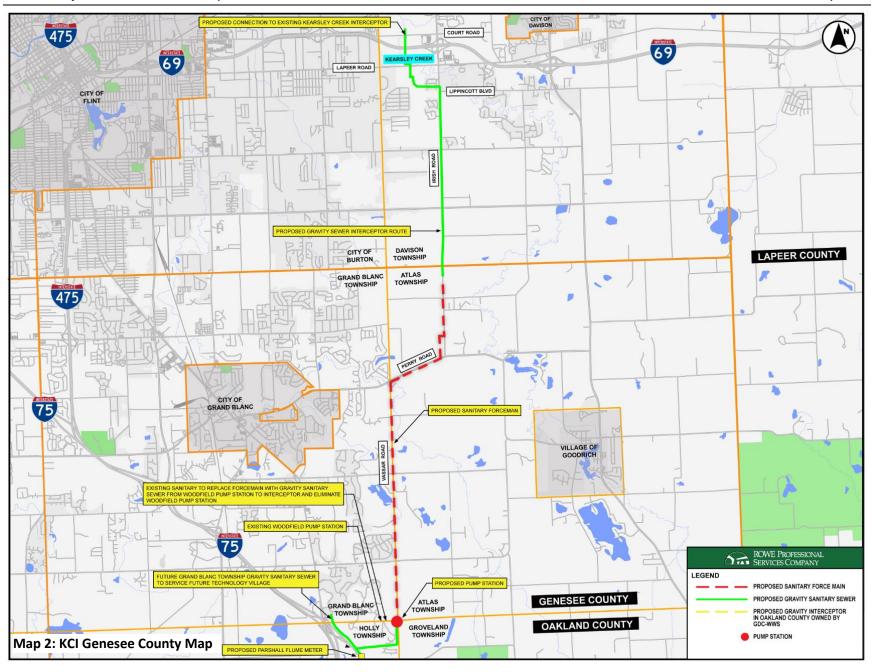
EXECUTIVE SUMMARY

The focus of this study is for the proposed extension of the existing Genesee County Drain Commissioner's Office Division of Water & Waste Services (GCDC-WWS) Kearsley Creek Interceptor (KCI) into northern Oakland County. The proposed interceptor extension would provide sanitary sewer service to two Oakland County regions. Region 1 includes the Dixie Highway / I-75 corridor from Genesee County limits south of Grange Hall Road and is located in Holly and Groveland Townships. Region 2 includes the M-15 corridor from the northerly limits of the City of Ortonville south through Brandon Township to Huff Lake. Finally, a possible region, called District D1, south of Region 1 was also investigated which is along Dixie Highway from the southern limits of Region 1 to the southern limits of Groveland Township at the Springfield Township north line. This study was developed as part of the Drain Code of 1956 Chapter 20 IntraCounty Drains, Public Corporations process.

This study focuses on the portion of the sewer extension into Oakland County. The overall KCI route through Oakland County is shown on the following Map 1. The KCI is anticipated to provide service to parts of Holly Township, Groveland Township, Brandon Township, as well as the Village of Ortonville.

GCDC-WWS is completing a study for the portion of the KCI extension through Genesee County. The overall KCI route through Genesee County is shown on the following Map 2. Parts of Grand Blanc Charter Township, Village of Goodrich, Atlas Township, and Davison Township are anticipated to be serviced by the KCI through Genesee County. This study does not focus on the portion of KCI through Genesee County, but it does include the costs so an overall cost analysis for Oakland County residents can be provided.





A. Cost Summary

The Engineer's Opinion of Probable Construction Cost for the KCI through Oakland County are the following.

Table 1: Engineer's Opinion of Probable Construction Cost Breakdown						
Region 1						
Item Cost						
Restoration and Miscellaneous Items	\$8,382,675					
Sanitary Sewer Gravity Pipe Items	\$1,867,099					
Sanitary Sewer Trenching Items	\$14,376,023					
Sanitary Sewer Structure Items	\$1,046,850					
Force Main Items	\$178,500					
Pump Station & Lift Station Items	\$2,047,500					
Collector Sewer and Service Lead						
Items \$7,541,730						
Region 1 Construction Cost \$35,440,377						
Region 2						
Item	Cost					
Restoration and Miscellaneous Items	\$7,016,625					
Sanitary Sewer Gravity Pipe Items	\$978,075					
Sanitary Sewer Trenching Items	\$4,853,625					
Sanitary Sewer Structure Items	\$462,525					
Force Main Items	\$6,189,750					
Pump Station & Lift Station Items	\$2,520,000					
Collector Sewer and Service Lead						
Items \$19,973,625						
Region 2 Construction Cost	\$41,994,225					
Overall (Region 1 and Region 2)						
Overall Construction Total Cost \$77,434,602						

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

MEMORANDUM

TO: Jim Nash, Chairperson

Northwest Oakland Sanitary Drain Drainage District

FROM: Brian Coburn, P.E., Manager

SUBJECT: Approval of Initial Project Costs

DATE: May 24, 2022

Our office has been working with Holly, Groveland and Brandon Townships along with the Village of Ortonville since 2019 to study the extension of sanitary sewer service into these communities. Genesee County is planning to extend the Kearsley Creek Interceptor (KCI) sanitary sewer to the Oakland County border and has provided an opportunity to these communities to have a feasible and sustainable sanitary sewer outlet. The WRC has been working with the communities to facilitate the conversation, oversee the completion of the feasibility report, and assist with the formation of the drainage district.

The report, completed in December 2021, demonstrated that the project is feasible. The four communities passed resolutions in November 2021 showing support to continue with the next steps in the project. Additionally, the communities provided the drainage district with \$200,000 to be used for various tasks including early engineering in Genesee County, legal assistance, and consultant support.

WRC retained Dickinson Wright to assist with the creation of the petitions, prepare the various documents required under statute and initial discussions on the service agreement with Genesee County. To date, there have been three invoices presented for payment in the amount of \$13,510.80 and as summarized below.

Date	Invoice	Amount
2/11/2022	1663628	\$ 2,062.50
3/9/2022	1671439	\$ 6,332.20
4/13/2022	1682478	\$ 5,116.10

Recommended Action: Approve payment of invoices in the amount of \$13,510.80 to Dickinson Wright for work completed to date.

Page 1 of 1 Rev.: 02/12/2018

Chapter 20 Drainage Board Meeting

Regular Meeting – Tuesday, May 24, 2022

2. Evergreen-Farmington Sanitary Drain

AGENDA

DRAINAGE BOARD FOR THE EVERGREEN-FARMINGTON SANITARY DRAIN

May 24, 2022

- 1. Call meeting to order
- 2. Approve minutes of meeting of April 26, 2022
- 3. Public Comments
- 4. GLWA/Highland Park Litigation 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
- 5. Present memorandum from Evans Bantios, P.E. Project Engineer, dated May 24, 2022, requesting the Board to authorize Walsh Construction to obtain bids for the pumps and electrical equipment for the 8 Mile Outlet Corrective Action Plan project and pay for the equipment using undesignated funds
- 6. Present memorandum from Carrie Cox, Chief Engineer, dated May 24, 2022, requesting the Board to approve the proposed resolution adopting the Drainage District's 2022 Clean Water State Revolving Fund Project Plan and designating an authorized project representative
- 7. Present Construction Estimate No. 4 from Pipeline Management Company, LLC for the South Evergreen Interceptor Rehabilitation project in the amount of \$325,219.93 with a transfer to the Oakland County Treasurer in the amount of \$7,053.07
- 8. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$10,668.25
- 9. Other business
- 10. Approve pro rata payment to Drainage Board members
- 11. Adjourn

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

April 26, 2022

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 26th day of April 2022.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

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

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

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

ADOPTED: Yeas - 3

Nays - 0

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

The matter of the GLWA/Highland Park litigation and draft letter to the State was presented. A motion was made by Markham, supported by Woodward, to enter into a closed session at 2:23 p.m. to discuss legal considerations and matters with the Drainage District's attorney as permitted under section 8(h) of the Open Meetings Act and exempt from disclosure as subject to the attorney-client privilege pursuant to section 13(1)(g) of the Freedom of Information Act.

ADOPTED: Yeas - 3

Nays - 0

Chairperson Nash declared closed session ended at 3:12 p.m.

It was moved by Markham, supported by Woodward, to authorize action consistent with the recommendation of legal counsel made in closed session.

ADOPTED: Yeas - 3

Nays - (

A memorandum from Brian Coburn, P.E., Manager, dated April 26, 2022, requesting the Board to approve the proposed operating budget and sewer charges, cost allocation, and the Capital Improvement Program for the rate year beginning July 1, 2022, was presented. It

was moved by Markham, supported by Woodward, to approve the proposed operating budget and sewer charges, cost allocation, and the Capital Improvement Program for the rate year beginning July 1, 2022, as presented.

ADOPTED: Yeas - 3 Nays - 0

A memorandum from Lesli Maes, Operations Engineer, dated April 26, 2022, requesting the Board to approve the Drainage District's major maintenance and capital improvement projects was presented. It was moved by Markham, supported by Woodward, to approve the Drainage District's major maintenance and capital improvement projects as presented.

ADOPTED: Yeas - 3 Nays - 0

A memorandum from Evans Bantios, P.E., Project Engineer, dated April 26, 2022, requesting the Board to authorize Walsh to obtain bids for the 2-megawatt generator for the Drainage District's 8 Mile Outlet Conveyance Corrective Action Plan project and pay for the generator using undesignated funds was presented. It was moved by Markham, supported by Woodward, to authorize Walsh to obtain bids for the 2-megawatt generator for the Drainage District's 8 Mile Outlet Conveyance Corrective Action Plan project and pay for the generator using undesignated funds as presented.

ADOPTED: Yeas - 3 Nays - 0

Engineering Work Order No. 444 for DLZ Michigan, Inc. related to the Walnut Lake No. 3 Pump Station Rehabilitation in the amount of \$39,225 (as attached) was presented. It was moved by Markham, supported by Woodward, that Engineering Work Order No. 444 be approved in the amount of \$39,225 as presented.

ADOPTED: Yeas - 3 Nays - 0

Engineering Work Order No. SS-157 for Fishbeck related to the Southfield Rouge Arm Lining – Area 7 project in the amount of 600,000 (as attached) was presented. It was moved by Markham, supported by Woodward, that Engineering Work Order SS-157 be approved in the amount of \$600,000 as presented.

ADOPTED: Yeas - 3 Nays - 0

Change Order No. 1 from Walsh Construction for the 8 Mile Pump Station Capital Improvements project for a net increase in the amount of \$285,469.59 was presented. It was moved by Markham, supported by Woodward, to approve Change Order No. 1 Walsh Construction for the 8 Mile Pump Station Capital Improvements project for a net increase in the amount of \$285,469.59 as presented.

ADOPTED: Yeas - 3 Nays - 0

Construction Estimate No. 3 for Pipeline Management Company, LLC in the amount of \$397,630.80 with a transfer to the Oakland County Treasurer in the amount of \$44,181.20 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 3 for Pipeline Management Company, LLC in the amount of \$397,630.80 with a transfer to the Oakland County Treasurer in the amount of \$44,181.20 as presented.

ADOPTED: Yeas - 3 Nays - 0

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

ADOPTED: Yeas - 3 Nays - 0

There being no further business, the meeting was adjourned.

Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Evergreen-Farmington Sanitary Drain, Oakland County, Michigan, held on the 26th day of April 2022, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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

Jim Nash, Chairperson

Dated: April 26, 2022

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

MEMORANDUM

TO: Jim Nash, Chairperson of the Evergreen Farmington Sanitary Drain Drainage Board

FROM: Evans Bantios, P.E. Project Engineer

SUBJECT: Recommendation prepurchase of pumps and electrical equipment for the EFSD 8 Mile Outlet

CAP Project

DATE: May 24, 2022

As part of this project, we are using a Construction Manager at Risk (CMAR). Walsh was brought on a few months ago to assist during the design phase of the project. The current schedule has Walsh providing a guaranteed maximum price (GMP) by November of 2022. Some of their scope of work includes providing preliminary cost estimates and construction schedules. The next step in the critical path schedule requires the prepurchase of the pumps and electrical equipment. The estimated cost; estimated advertisement and review of the bids; and submittal development, submittal review and fabrication times are shown in the table below. I request that the Board approve the prepurchase of the four pumps and electrical equipment. We plan to use undesignated funds to pay for the equipment and those funds will be reimbursed after we obtain funding for this project. When we obtain actual cost for the pumps and electrical equipment after bids are received; we will submit a change order to the Board for approval.

Prepurchase Equipment	Estimated Cost	Advertisement & Review Bids	Submittal Development and Review & Fabrication
Pump (4)	\$2,328,965	10 Weeks	62 Weeks
Electrical Equipment (Transformer, High Voltage Switch, Motor Control Center (MCC), VFD's, Switchboard, Low Voltage Equipment	\$1,983,150	10 Weeks	76 Weeks

Requested Action: Authorize Walsh to obtain bids for the pumps and electrical equipment for the EFSD 8 Mile Outlet CAP project and pay for the equipment using undesignated funds.

Page 1 of 1 Rev.: 02/12/2018

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

MEMORANDUM

TO: Jim Nash, Chairperson, Evergreen-Farmington Sanitary Drain

FROM: Carrie Ricker Cox, P.E., Chief Engineer

SUBJECT: EFSD Clean Water State Revolving Fund Project Plan Resolution

DATE: May 24, 2022

The Evergreen-Farmington Sanitary Drain is under an administrative consent order to address sanitary sewer overflows. The Corrective Action Plan proposed by WRC to eliminate the sanitary sewer overflows up to the design event is estimated at over \$130 million. Recently the Bipartisan Infrastructure Law was passed and will potentially provide funding up to 49% principal forgiveness for clean water projects. This money will be run through the State Revolving Loan (SRF) program within each state. Michigan was allocated over \$200 million this year. In addition, Public Act 53 of 2022 allocates over \$500M in state ARP funds to the Michigan Department of Environment, Great Lakes and Energy, for clean water infrastructure improvements and public health risk reduction efforts. These funds will also be run through the SRF program. In order to be eligible for these funds, Evergreen-Farmington Sanitary Drain would need to submit an SRF Project Plan and be ranked on the Clean Water SRF Project List.

The EFSDDD authorized Hubbell, Roth and Clark to complete an SRF Project Plan for the Evergreen-Farmington Sanitary Drain. This resolution is one more step in the process of becoming ranked on the Clean Water SRF Project List thereby allowing EFSD to be eligible for these potential funding opportunities for its Corrective Action Plan.

REQUEST ACTION: Approve the proposed resolution adopting the EFSD 2022 Clean Water State Revolving Fund Project Plan and designating an authorized project representative.

Page 1 of 1 Rev.: 02/12/2018

A RESOLUTION ADOPTING THE
EVERGREEN FARMINGTON SANITARY DRAIN DRAINAGE DISTRICT'S
2022 CLEAN WATER STATE REVOLVING FUND PROJECT PLAN AND
DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE

WHEREAS, the Drainage Board for the Evergreen Farmington Sanitary Drain Drainage District

recognizes the need to make improvements to its existing interceptor system; and

WHEREAS, the Drainage Board for the Evergreen Farmington Sanitary Drain Drainage District

authorized Hubbell, Roth & Clark, Inc. to prepare a Clean Water State Revolving Fund Project Plan, which

recommends the construction of various improvements to the system; and

WHEREAS, said Project Plan was presented at a Public Hearing held at the offices of the Oakland County

Water Resources Commissioner held on April 26, 2022, and no public comments were received;

NOW THEREFORE BE IT RESOLVED, that the Drainage Board for the Evergreen Farmington

Sanitary Drain Drainage District formally adopts said Project Plan and agrees to implement the selected

alternatives for improvements.

BE IT FURTHER RESOLVED, that the Oakland County Water Resources Commissioner, a position

currently held by Jim Nash, and his designated representatives are designated as the authorized

representative for all activities associated with the project referenced above, including the submittal of said

Project Plan as the first step in applying to the State of Michigan for a Clean Water Revolving Fund Loan

to assist in the implementation of the selected alternative.

Yeas:	
Nays:	
Abstain:	
Absent:	
I certify that the above Resolution was adopted by the Drainage Board for	the Evergreen Farmington
Sanitary Drain Drainage District on Tuesday, May 24, 2022.	
BY:	
	May 24, 2022
Jim Nash, Oakland County Water Resources Commissioner and	Date

Chairperson of the Evergreen Farmington Sanitary Drain Drainage District

Form DC-113 drain construction estimate

Jim Nash, Oakland County Water Resources Commissioner S. Evergreen Interceptor Rehabilitation Beverly Hills, Birmingham & W. Bloomfield Township Oakland County, Michigan

Regular Construction Estimate No. 4	April	1, 2022 to April 30, 2022
Department No.: 6010101 Fund No.: 58410 Project No.: 1-2914	Account No.: Program No.: Activity:	149662
Contractor: Pipeline Management Company, LLC 2673 E. Maple Road Milford, MI 48381	Account No.: Date of Contract: Completion Date: Extended to:	January 10, 2022 June 10, 2022
Original Contract Amount:		\$1,854,000.00
Previous Change Orders: Numbers: 1	\$8,250.00	
Change Orders This Estimate: Numbers:	\$0.00	
Total Net Change Orders:		\$8,250.00
Adjusted Contract Amount:		\$1,862,250.00
Sub-Total To Date: (Sheet 3 of 3 Column 7)	\$1,192,867.30	
Less Deductions: (Sheet 3 of 3 Column 7)	\$0.00	
Gross Estimate: (Work in Place) 64.06%	\$1,192,867.30	
Less Amount Reserved: (10% of 1/2 Adjusted Contract Amount)	\$93,112.50	
Total Amount Allowed To Date:	\$1,099,754.80	
Less Previous Estimates:	\$774,534.87	
Net Payment Request To Be Paid To Contractor:		\$325,219.93
Reserve Payment to Contractor		\$0.00
	Accounting Auditor:	
Amount To Be Reserved (From Above) Less Previous Transfers To Reserve:	\$93,112.50 \$86,059.43	
Amount of Current Transfer:	φου,σου. το	\$7,053.07
	Date [.]	05/06/2022
Prepared by:	. Buto.	
Recommended by:	Date:	
Recommended by: Bradly W. Shepler, P.E Hubbell, Roth & Clark, Inc.		
Approved by:	Date:	
Approved For Payment:Sid Lockhart, P.E Special Project Manager	Date:	
Regular Construction Estimate No. 4	Approved By Board On:	

drain construction estimate Form DC-113

Jim Nash, Oakland County Water Resources Commissioner S. Evergreen Interceptor Rehabilitation Beverly Hills, Birmingham & W. Bloomfield Township Oakland County, Michigan

Regular Construction Estimate No. 4	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
				Over matitus	Total	Total	Total	Total
	D:4		l lmi4	Quantity	Quantity	Total	Total	Total
	Bid		Unit	This	Previous	Quantity	Amount	Amount
Contract Item	Quantity		Price	Payment	Estimate	to Date	to Date	This Estimate
Mobilization, 5% Max Color Audio-Video Recording of Construction Areas	1	Lsume	\$65,000.00		1.00	1.00	\$65,000.00 \$5,000.00	0.00
<u> </u>	1	Lsum	\$5,000.00 \$83,000.00	0.10	1.00	1.00 1.00	\$5,000.00	0.00 8,300.00
	1	Lsum			0.90		\$83,000.00	,
4 Soil Erosioin and Sedimentation Control 5 HMA, Surface, Rem	1 584	Lsum	\$40,000.00	0.10	0.90 0.00	1.00 0.00	\$40,000.00	4,000.00
5 HMA, Surface, Rem 6 Interceptor, Manhole Reconstruct	584	Syd Ea	\$25.00 \$7,500.00	3.00	1.00	4.00	\$30,000.00	0.00 22,500.00
7 Tempoary Bypass Pumping Delivery System, Setup	5	Ed	φ1,500.00	3.00	1.00	4.00	\$30,000.00	22,300.00
and Restore	1	Lsum	\$234,147.00		0.90	0.90	\$210,732.30	0.00
8 Bypass Pumping System, Pump Rental	70	days	\$4,000.00	30.00	31.00	61.00	\$244,000.00	120,000.00
9 Bypass Pumping System, Pump Operation	48	days	\$1,500.00	13.00	20.00	33.00	\$49,500.00	19.500.00
10 Birmingham Tunnel Diversion, Complete	1	Lsum	\$125,000.00	10.00	0.90	0.90	\$112,500.00	0.00
11 Internal Video Inspection 54-inch Dia, Sewer	4,148	Lft	\$10.00	2,505.00	1,643.00	4,148.00	\$41,480.00	25,050.00
12 Interceptor, Manhole Lining	475	Sft	\$80.00	816.40	0.00	816.40	\$65,312.00	65,312.00
13 Concrete Repair, Prep and Patch	33	Ea	\$1,500.00	1.00	29.00	30.00	\$45,000.00	1,500.00
14 Grouting System Setup, Joint (Incld. 4 Ports)	56	Ea	\$1,250.00	34.00	52.00	86.00	\$107,500.00	42,500.00
15 Chemical Grout	6,048	Gal	\$25.00	704.00	1,266.00	1,970.00	\$49,250.00	17,600.00
16 Aggregate Base, 21AA, 8 Inch, Special	584	Syd	\$25.00	704.00	0.00	0.00	\$0.00	0.00
17 HMA 5E3, Mod	203	Ton	\$200.00		0.00	0.00	\$0.00	0.00
18 Turf Restoration	1	Lsum	\$60,000.00		0.00	0.00	\$0.00	0.00
19 Permit Allowance Fee	<u>.</u> 1	Lsum	\$15,000.00		0.10	0.10	\$1,500.00	0.00
20 Exploratory Excavation for Utilities	10	Vft	\$600.00		0.00	0.00	\$0.00	0.00
21 Fracture Repair	50	Lft	\$150.00		0.00	0.00	\$0.00	0.00
22 Reinforcement Repair	20	Ea	\$1,750.00		0.00	0.00	\$0.00	0.00
23 Additional Grout Port	23	Ea	\$1.00	11.00	32.00	43.00	\$43.00	11.00
24 Concrete Repair, Prep and Patch, Directed	14	Ea	\$1,200.00	5.00	24.00	29.00	\$34,800.00	6,000.00
25 Chemical Grouting System Setup, Joint (Incld. 4			ψ·,200.00	0.00	21100	20.00	ψο 1,000.00	0,000.00
Ports), Directed	13	Ea	\$1,750.00		0.00	0.00	\$0.00	0.00
26 Chemical Grout, Directed	3,152	Gal	\$25.00		0.00	0.00	\$0.00	0.00
27 Cement Grout, Mobilization	1	Lsum	\$32,000.00		0.00	0.00	\$0.00	0.00
28 Cement Grout, De-Mobilization	1	Lsum	\$10,000.00		0.00	0.00	\$0.00	0.00
29 Cement Grout, Ports	50	Ea	\$500.00		0.00	0.00	\$0.00	0.00
30 Cement Grout	1,600	Cft	\$60.00		0.00	0.00	\$0.00	0.00
31 Spin-Cast Geopolymer Lining, 54 inch	25		\$1,500.00		0.00	0.00	\$0.00	0.00
32 Allowance for Odor Control	1	Lsum	\$50,000.00		0.00	0.00	\$0.00	0.00
		•	•		•			
Change Orders:								
1A Portable Changeable Message Signs	4	EA	\$1,500.00		4.00	4.00	\$6,000.00	0.00
1B 15 Type III signs	1	LS	\$2,250.00		1.00	1.00	\$2,250.00	0.00
		'	1	•		•	•	
Stored Material:								
					0.00	0.00	\$0.00	0.00
						-		
 								
SUB-TOTAL (Bid Items):							\$1,184,617.30	332,273.00
SUB-TOTAL (Change Orders):							\$8,250.00	0.00
SUB-TOTAL (Stored Material):							\$0.00	0.00
SUB-TOTAL TO DATE						=	\$1,192,867.30	332,273.00
							Ţ.,.UZ,UUUU	332,270.00
Deductions:								
					0.00	0.00	\$0.00	0.00
 		+			0.00	0.00	ψ0.00	0.00
		1						
SUB-TOTAL (Deductions):		1	L				\$0.00	0.00
							+	2.30

Sub-Totals This Estimate
Bid Items
Change Orders
Stored Materials 332,273.00 0.00 0.00 0.00 332,273.00 7,053.07 325,219.93 Deductions Payment this Estimate
Less Transfer to Reserve
Net Payment

MEMO TO: Mr. Jim Nash, Chairman

of the Drainage Board for the EVERGREEN - FARMINGTON SANITARY DRAIN SYSTEM

SjPhelps

FROM: Shawn Phelps, Chief of Fiscal Services

OCWRC Accounting

DATE: May 24, 2022

SUBJECT: Request for Reimbursement of Drain Revolving Fund

				Total	\$ 10,668.25
	TBD	Orchard Hiltz and McCliment Inc	Invoice # 50833 - Professional Services - 04/23/22		\$ 6,826.25
	TBD	MacAllister Machinery Co Inc	Invoice # SD13375413 - Contracted Services - 04/12/22		1,459.00
	TBD	MacAllister Machinery Co Inc	Invoice # SD13360936 - Contracted Services - 04/07/22		1,457.00
	TBD	MacAllister Machinery Co Inc	Invoice # SD13360913 - Contracted Services - 04/07/22		926.00
Date	No.	Paid To	For		 Amount

Chapter 20 Drainage Board Meeting

Regular Meeting – Tuesday, May 24, 2022

3. Clinton River Water Resource Recovery Facility

AGENDA

DRAINAGE BOARD FOR THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY

May 24, 2022

- 1. Call meeting to order
- 2. Approve minutes of meeting of April 26, 2022
- 3. Public Comments
- 4. Present Memorandum from John Basch, Senior Attorney, dated May 24, 2022, requesting the Board to:
 - 1. Offer new leases to Green Acres Tree Farm and to Joshua's Tree Service
 - 2. Authorize the chairperson to execute those leases on behalf of the Drainage District
 - 3. Offer the remaining three sites for lease by competitive bid after July 1, 2022
- 5. Present Memorandum from Razik Alsaigh, P.E., Civil Engineer III, dated May 24, 2022, requesting the Board adopt the resolution and agree to implement the projects identified in the Drainage District's project plan and designate an authorized representative for all activities associated with projects in the project plan
- 6. Present request for Board approval of payment of invoices and/or reimbursement from the Construction Fund in the amount \$13,983.68
- 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 \$254,751.11
- 8. Other business
- 9. Approve pro rate payment to Drainage Board members
- 10. Adjourn

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

April 26, 2022

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 26th day of April 2022.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

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

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

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

ADOPTED: Yeas - 3

Nays - 0

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

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund in the amount of \$6,360.98 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund in the amount of \$6,360.98.

ADOPTED: Yeas - 3

Nays - (

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$329,653.71 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$329,653.71.

ADOPTED: Yeas - 3

Nays -

A motion was made by Markham, supported by Woodward, to enter into closed session at 3:42 p.m. regarding the lawsuit involving Bedrock Express LTD and, as a separate item, the settlement agreement with Tooles Contracting Group LLC, to discuss legal

strategies and advice with the Drainage District's attorney as permitted under section 8(e) and 8(h) of the Open Meetings Act and which is exempt from disclosure as subject to the attorney-client privilege pursuant to section 13(1)(g) of the Freedom of Information Act.

ADOPTED: Yeas - 3 Nays - 0

Chairperson Nash declared closed session ended at 4:13 p.m.

It was moved by Markham, supported by Woodward, to authorize the resolution of the settlement agreements consistent with the recommendation of legal counsel made in closed session.

ADOPTED: Yeas - 3 Nays - 0

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

ADOPTED: Yeas - 3 Nays - 0

There being no further business, the meeting was adjourned.

Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Clinton River Water Resource Recovery Facility, Oakland County, Michigan, held on the 26th day of April 2022, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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

Jim Nash, Chairperson

Dated: April 26, 2022

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

MEMORANDUM

TO: Jim Nash, Chairperson

Clinton River Water Resource Recovery Facility

FROM: John Basch, Senior Attorney

SUBJECT: New leases for current tenants

DATE: May 24, 2022

Currently, there are three tenants leasing property on the Clinton River Water Resource Recovery Facility site. They include SiteOne Landscape Supply, Green Acres Tree Farm, and Joshua's Tree Service. SiteOne's lease expires on July 1, 2027. The other two leases expire on July 1, 2022. Both tenants with soon-to-expire leases have expressed an interest in signing new agreements that will allow them to remain on the sites.

It is staff's recommendation that Green Acres Tree Farm and Joshua's Tree Service be offered new five-year leases (attached) with an expiration date of July 1, 2027. This date will result in all three leases ending simultaneously.

Paul Zachos, Oakland County's Property Management Specialist, had advised us on the appropriate lease rate amount. Mr. Zachos, who has years of leasing experience dealing with a wide variety of county-owned property from long-term leases of district court buildings to large parking lots leased to car dealerships, believes a reasonable rental rate increase for this heavy industrial-zoned property would be an initial 10% hike and a yearly 2% increase thereafter. That annual escalation provision exists in the current leases. Both tenants have agreed to the new lease rates. If adopted by this board, the rate for Green Acres Tree Farm will increase from \$1,841.61 per month to \$2,025.77 per month in the first year of the new lease. Joshua's Tree Service's first-year lease rate will increase from \$927.43 per month to \$1,020.17 per month.

The new leases also provide additional protections for the drainage district. For example, in addition to a prohibition against removing soils, any significant disturbance of soils is forbidden as well. Further, it also allows either the tenant or landlord to terminate the lease early upon a written 90-day notice.

In addition to the three tenants mentioned above, the district also has three sites available for lease. Those sites are, or will be, vacant on or before July 1, 2022 in accordance with the terms of a settlement agreement with Bedrock Express, the previous tenant. It is staff's recommendation that those sites be offered for lease to prospective tenants by a competitive bid process.

Recommended Action: 1) Offer new leases to Green Acres Tree Farm and to Joshua's Tree Service. 2) Authorize the chairperson to execute those leases on behalf of the District. 3) Offer the remaining three sites for lease by competitive bid after July 1, 2022.

Page 1 of 1 Rev.: 02/12/2018

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made by and between THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAINAGE DISTRICT, a Michigan statutory public corporation organized pursuant to Chapter 20 of the Drain Code of 1956, as amended ("Landlord") and GREEN ACRES TREE FARM, L.L.C., a Michigan limited liability company ("Tenant") and is dated as of the date on which this Lease has been fully executed by Landlord and Tenant.

- 1. <u>Definitions.</u> Capitalized used herein shall have the meaning ascribed to them in this Agreement or in the Definition Rider attached hereto as **Exhibit "A"**.
- 2. <u>Premises</u>. Landlord leases to Tenant and Tenant leases from Landlord the Premises. Tenant accepts the Premises "AS IS", without relying on any representation, covenant or warranty by Landlord other than as expressly set forth in this Lease.
- 3. <u>Use</u>. Tenant shall occupy and use the Premises only for storage and maintenance of nursey stock, topsoil and mulch as well as equipment and tools pertaining to such storage and maintenance (the "Use"). Tenant shall not (a) fill in or otherwise disturb any wetlands on the Premises, (b) permit any conduct or condition which may endanger, disturb, create a nuisance, or otherwise interfere with Landlord's operation or management of the Property or the use or enjoyment of the remainder of the Property by other tenants and occupants, or (c) allow any noxious, annoying, or offensive odors (as reasonably determined by Landlord) to emanate from the Premises onto the remainder of the Property or any other properties within the vicinity of the Property, (d) permit any existing soils to be removed or significantly disturbed.
- **4.** <u>Term; Possession</u>. The "Initial Term" of this Lease shall be sixty (60) months, commencing on July 2, 2022 (the "Commencement Date") and ending on July 1, 2027 (the "Expiration Date"), unless sooner terminated in accordance with this Lease.
- **5.** <u>Termination.</u> Notwithstanding any other term or provision in any other section of this Lease, either Party, upon a minimum of Ninety (90) calendar days written notice to the other Party, may terminate this Lease for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination shall be clearly stated in the notice.
- **6.** <u>Rent</u>. Tenant agrees to pay to Landlord, without demand, deduction or offset, minimum annual rent in accordance with the following rent schedule ("Minimum Annual Rent") and Annual Expenses for the Term.

Period	Annua	al Minimum Rent	Monthly Minimum Rent		
July 2, 2022 to July 1, 2023	\$	24,309.24	\$	2,025.77	
July 2, 2023 to July 1, 2024	\$	24,795.42	\$	2,066.29	
July 2, 2024 to July 1, 2025	\$	25,291.33	\$	2,107.61	
July 2, 2025 to July 1, 2026	\$	25,797.16	\$	2,149.76	
July 2, 2026 to July 1, 2027	\$	26,313.10	\$	2,192.76	

Tenant shall pay the Monthly Minimum Rent, in advance, on the first day of each calendar month during the Term, at Landlord's address designated in Section 26 below unless Landlord designates otherwise; provided that Monthly Minimum Rent for the first full month shall be paid at the signing of this Lease. If the Commencement Date is not the first day of the month, the Monthly Minimum Rent for that partial month shall be apportioned on a per diem basis and shall be paid on or before the Commencement Date. Tenant shall pay Landlord a service and handling charge equal to 5% of any Rent not paid within 5 days after the date due. In addition, any Rent, including such charge, not paid within 5 days after the due date will bear interest at the Interest Rate from the date due to the date paid. If any taxes, special assessments, fees or other charges are imposed against Landlord by any authority with respect to the Rent, Tenant shall pay these amounts to Landlord when due.

- 7. Annual Expenses. During the Term of this Lease, Tenant shall pay Annual Expenses, as reasonably estimated by Landlord for the calendar year in which the Term commences in equal monthly installments. Landlord may adjust such amount from time to time if the estimated Annual Expenses increase or decrease; Landlord may also invoice Tenant separately from time to time for any extraordinary or unanticipated expenses. By April 30th of each year (and as soon as practical after the expiration or termination of this Lease or, at Landlord's option, after a sale of the Premises), Landlord shall provide Tenant with a statement of the Annual Expenses for the preceding calendar year or part thereof. Within 30 days after delivery of the statement to Tenant, Landlord or Tenant shall pay to the other the amount of any overpayment or deficiency then due from one to the other or, at Landlord's option, Landlord may credit Tenant's account for any overpayment. If Tenant does not give Landlord notice within 30 days after receiving Landlord's statement that Tenant disagrees with the statement and specifying the items and amounts in dispute, Tenant shall be deemed to have waived the right to contest the statement. Landlord's and Tenant's obligation to pay any overpayment or deficiency due the other pursuant to this Section shall survive the expiration or termination of this Lease.
- 8. <u>Utilities</u>. Tenant shall pay for water, sewer, gas, electricity, heat, power, telephone and other communication services, and any and all other utilities supplied to the Premises. Tenant shall obtain service in its own name and timely pay all charges directly to the provider. Landlord shall not be responsible or liable for any interruption in such services, nor shall such interruption affect the continuation or validity of this Lease. Landlord shall have the exclusive right to select, and to change, the companies providing such services to the Premises. Any wiring, cabling or other equipment necessary to connect Tenant's telecommunications equipment shall be Tenant's responsibility, and shall be installed in a manner approved by Landlord.

9. Insurance; Waivers; Indemnification.

- (a) Landlord, at Tenant's expense, shall keep in effect such insurance as Landlord may reasonably deem appropriate or as any Mortgagee may require, and Tenant shall reimburse Landlord for the Insurance Expenses incurred by Landlord as part of the Annual Expenses in accordance with Section 6 above.
- (b) Tenant, at its sole expense, shall keep in effect (and shall cause all of its sublessees and licensees to keep in effect) commercial general liability insurance, including blanket contractual liability insurance, covering Tenant's use of the Premises, with such coverages and limits of liability as Landlord may reasonably require, but not less than a \$1,000,000 combined single limit with a \$5,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy) for bodily injury or property damage; however, such limits shall not limit Tenant's liability hereunder. Tenant, at its sole expense, shall also keep in effect insurance for perils as set forth under the "Causes of Loss-Special Form" or equivalent property insurance policy in an amount equal to the full insurable replacement cost against loss or damage to any improvements on the Premises, Tenant's personal property, and any Alterations installed by or on behalf of Tenant. Tenant's policies shall name Landlord, and at Landlord's request, any Mortgagee(s), as additional insureds (or loss payees, as the case may be), shall be written on an "occurrence" basis and not on a "claims made" basis and shall be endorsed to provide that they are

primary to and not contributory to any policies carried by Landlord and to provide that they shall not be cancelable or reduced without at least 30 days prior notice to Landlord. The insurer shall be authorized to issue such insurance, licensed to do business and admitted in the state in which the Premises is located and rated at least A VII in the most current edition of *Best's Insurance Reports*. Tenant (and any sublessee or licensee) shall deliver to Landlord on or before the Commencement Date or any earlier date on which Tenant accesses the Premises, and at least 30 days prior to the date of each policy renewal, a certificate of insurance evidencing such coverage.

- (c) Landlord and Tenant each waive, and release each other from and against, all claims for recovery against the other for any loss or damage to the property of such party arising out of fire or other casualty coverable by a standard "Causes of Loss-Special Form" property insurance policy with, in the case of Tenant, such endorsements and additional coverages as are considered good business practice in Tenant's business, even if such loss or damage shall be brought about by the fault or negligence of the other party or its Agents; provided, however, such waiver by Landlord shall not be effective with respect to Tenant's liability described in Sections 9(b) and 10(d) below. This waiver and release is effective regardless of whether the releasing party actually maintains the insurance described above in this subsection and is not limited to the amount of insurance actually carried, or to the actual proceeds received after a loss. Each party shall have its insurance company that issues its property coverage waive any rights of subrogation, and shall have the insurance company include an endorsement acknowledging this waiver, if necessary. Tenant assumes all risk of damage of Tenant's property within the Premises, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant or subtenant, or other cause.
- (d) Subject to subsection (c) above, and except to the extent caused by the negligence or willful misconduct of Landlord or its Agents, Tenant shall indemnify, defend, and hold harmless Landlord and its Agents from and against any and all claims, actions, damages, liability and expense (including fees of attorneys, investigators and experts) (collectively, "Claims") which may be asserted against, imposed upon, or incurred by Landlord or its Agents and arising out of or in connection with loss of life, personal injury or damage to property in or about the Premises or arising out of the occupancy or use of the Premises by Tenant or its Agents or occasioned wholly or in part by any act or omission of Tenant or its Agents (including, without limitation, any breach of Tenant's obligations under Section 3 of this Lease), whether prior to, during or after the Term. In addition, and notwithstanding anything contained herein to the contrary, Tenant acknowledges and agrees that there is (a) a county drain along the south side of the Property which could flood the Premises and (b) a sewer treatment plant adjacent to the Property which could result in odors emanating to the Premises. Tenant hereby releases and shall hold harmless Landlord and its agents, contractors, attorneys, officers and employees from and against all Claims for property flooding and odors, including, without limitation, claims under Public Act 222. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.
- 10. <u>Maintenance and Repairs</u>. Tenant, at its sole expense, shall Maintain the Premises. All repairs and replacements by Tenant to the Premises shall utilize materials and equipment which are approved by Landlord. Alterations, repairs and replacements to the Premises made necessary because of Tenant's Alterations or installations, any use or circumstances special or particular to Tenant, or any act or omission of Tenant or its Agents shall be made by Tenant at the sole expense of Tenant.

11. Compliance.

(a) Tenant shall, at its sole expense, promptly comply with all Laws now or subsequently pertaining to the Premises or Tenant's use or occupancy of the Premises. Tenant shall pay any taxes or other charges by any authority on Tenant's property or trade fixtures or relating to Tenant's use of the Premises and any ad valorem real estate taxes and assessments which may now or hereafter during the

Term be imposed on the Premises. Neither Tenant nor its Agents shall use the Premises in any manner that under any Law would require Landlord to make any Alteration to the Premises (without limiting the foregoing, Tenant shall not use the Premises in any manner that would cause the Premises to be deemed a "place of public accommodation" under the ADA if such use would require any such Alteration). Tenant shall be responsible for compliance with the ADA, and any other Laws regarding accessibility, with respect to the Premises.

- **(b)** Tenant shall comply, and shall cause its Agents to comply, with any reasonable and non-discriminatory rules and regulations concerning the Property as may be promulgated by Landlord from time to time.
- (c) Tenant agrees not to do anything or fail to do anything which shall increase the cost of Landlord's insurance, or which will prevent Landlord from procuring policies (including public liability) from companies and in a form satisfactory to Landlord. If any breach of the preceding sentence by Tenant causes the rate of fire or other insurance to be increased, Tenant shall pay the amount of such increase as additional Rent within 30 days after being billed.
- Tenant agrees that (i) no activity shall be conducted on the Premises that will use or produce any Hazardous Materials, except for activities which are part of the ordinary course of Tenant's business and are conducted in accordance with all Environmental Laws ("Permitted Activities"); (ii) the Premises shall not be used for storage of any Hazardous Materials, except for materials used in the Permitted Activities which are properly stored in a manner and location complying with all Environmental Laws; (iii) no portion of the Premises shall be used by Tenant or Tenant's Agents for disposal of Hazardous Materials; (iv) Tenant shall deliver to Landlord copies of all material safety data sheets and other written information prepared by manufacturers, importers or suppliers of any chemical; and (v) Tenant shall immediately notify Landlord of any violation by Tenant or Tenant's Agents of any Environmental Laws or the release or suspected release of Hazardous Materials in, under or about the Premises, and Tenant shall immediately deliver to Landlord a copy of any notice, filing or permit sent or received by Tenant with respect to the foregoing. If at any time during or after the Term, any portion of the Premises is found to be contaminated by Tenant or Tenant's Agents or subject to conditions prohibited in this Lease caused by Tenant or Tenant's Agents, Tenant shall indemnify, defend and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, attorneys' fees, damages and obligations of any nature arising from or as a result thereof, and Landlord shall have the right to direct remediation activities, all of which shall be performed at Tenant's cost. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.
- (e) Tenant acknowledges that, for purposes of MCL 324.20116, portions of the Premises and the Property of which the Premises are a part are impacted with hazardous substances and are a Part 201 and 111 "facility", and Landlord has disclosed the general nature and extent of the release and any land or resource use restrictions. A baseline environmental assessment ("BEA") and a Due Care Plan with respect to the Premises and/or the Property are currently on file with the Michigan Department of Environmental Quality, and Tenant, at its sole cost and expense, shall comply with the requirements of the BEA and the Due Care Plan. Notwithstanding anything contained herein to the contrary, in the event that any Hazardous Materials are generated or released in, on, under or about the Premises in excess of those identified in the BEA, Tenant, at its sole cost and expense, shall be responsible for the cost to remediate such Hazardous Materials in accordance with the requirements of applicable Environmental Laws.
- 12. <u>Signs.</u> Tenant shall not place any signs on the Premises without the prior consent of Landlord. Tenant shall maintain all signs installed by Tenant in good condition. Tenant shall remove its signs at the termination of this Lease, shall repair any resulting damage, and shall restore the Premises to its condition existing prior to the installation of Tenant's signs.

- 13. Alterations. Tenant shall not make or permit any Alterations in or to the Premises without first obtaining Landlord's consent, which consent shall be in Landlord's sole and unfettered discretion. With respect to any Alterations made by or on behalf of Tenant (whether or not the Alteration requires Landlord's consent): (i) not less than 10 days prior to commencing any Alteration, Tenant shall deliver to Landlord the plans, specifications and necessary permits for the Alteration, together with certificates evidencing that Tenant's contractors and subcontractors have adequate insurance coverage naming Landlord as an additional insured, (ii) Tenant shall obtain Landlord's prior written approval of any contractor or subcontractor, (iii) the Alteration shall be constructed with new materials, in a good and workmanlike manner, and in compliance with all Laws and the plans and specifications delivered to, and, if required above, approved by Landlord, (iv) Tenant shall pay Landlord all reasonable costs and expenses in connection with Landlord's review of Tenant's plans and specifications, and of any supervision or inspection of the construction Landlord deems necessary, and (v) upon Landlord's request Tenant shall, prior to commencing any Alteration, provide Landlord reasonable security against liens arising out of such construction. Any Alteration by Tenant shall be the property of Tenant until the expiration or termination of this Lease; at that time without payment by Landlord the Alteration shall remain on the Premises and become the property of Landlord unless Landlord gives notice to Tenant to remove it, in which event Tenant shall remove it, shall repair any resulting damage and shall restore the Premises to the condition existing prior to Tenant's Alteration. At Tenant's request prior to Tenant making any Alterations, Landlord shall notify Tenant whether Tenant is required to remove the Alterations at the expiration or termination of this Lease.
- 14. <u>Mechanics' Liens</u>. Tenant promptly shall pay for any labor, services, materials, supplies or equipment furnished to Tenant in or about the Premises. Tenant shall keep the Premises free from any liens arising out of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to Tenant. Tenant shall take all steps permitted by law in order to avoid the imposition of any such lien. Should any such lien or notice of such lien be filed against the Premises, Tenant shall discharge the same by bonding or otherwise within 15 days after Tenant has notice that the lien or claim is filed regardless of the validity of such lien or claim.
- 15. <u>Landlord's Right of Entry</u>. Tenant shall permit Landlord and its Agents to enter the Premises at all reasonable times following reasonable notice (except in an emergency) to inspect, Maintain, or make Alterations to the Premises, to exhibit the Premises for the purpose of sale or financing, and, during the last six (6) months of the Term, to exhibit the Premises to any prospective tenant. Landlord shall make reasonable efforts not to inconvenience Tenant in exercising such rights, but Landlord shall not be liable for any interference with Tenant's occupancy resulting from Landlord's entry.
- **16.** <u>Casualty</u>. If any Alterations or other improvements on the Premises are damaged or destroyed by fire or other casualty, Tenant, at Tenant's expense, shall promptly repair such damage and restore such Alterations or other improvements to substantially the same condition in which they were immediately prior to such damage or destruction.
- 17. <u>Condemnation</u>. If (a) all of the Premises is Taken, (b) any part of the Premises and the remainder of the Premises is insufficient in Landlord's opinion for the reasonable operation of Tenant's business, or (c) any of the Premises is Taken, and, in Landlord's opinion, it would be impractical or the condemnation proceeds are insufficient to restore the remainder, then this Lease shall terminate as of the date the condemning authority takes possession. If this Lease is not terminated, Landlord shall restore the Premises to a condition as near as reasonably possible to the condition prior to the Taking, the Minimum Annual Rent shall be abated for the period of time all or a part of the Premises is untenantable in proportion to the square foot area untenantable, and this Lease shall be amended appropriately. The compensation awarded for a Taking shall belong to Landlord. Except for any relocation benefits to which

Tenant may be entitled, Tenant hereby assigns all claims against the condemning authority to Landlord, including, but not limited to, any claim relating to Tenant's leasehold estate.

18. <u>Quiet Enjoyment</u>. Landlord covenants that Tenant, upon performing all of its covenants, agreements and conditions of this Lease, shall have quiet and peaceful possession of the Premises as against anyone claiming by or through Landlord, subject, however, to the terms of this Lease.

19. Assignment and Subletting.

- (a) Except as provided in Section (b) below, Tenant shall not enter into nor permit any Transfer voluntarily or by operation of law, without the prior consent of Landlord in Landlord's sole discretion. A consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer. In no event shall any Transfer relieve Tenant from any obligation under this Lease. Landlord's acceptance of Rent from any person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer. Any Transfer not in conformity with this Section 18 shall be void at the option of Landlord.
- (b) Landlord's consent shall not be required in the event of any Transfer by Tenant to an Affiliate provided that (i) the Affiliate has a tangible net worth at least equal to that of Tenant as of the date of this Lease, (ii) Tenant provides Landlord notice of the Transfer at least 15 days prior to the effective date, together with current financial statements of the Affiliate certified by an executive officer of the Affiliate, and (iii) in the case of an assignment or sublease, Tenant delivers to Landlord an assumption agreement reasonably acceptable to Landlord executed by Tenant and the Affiliate, together with a certificate of insurance evidencing the Affiliate's compliance with the insurance requirements of Tenant under this Lease.
- (c) The provisions of subsection (a) above notwithstanding, if Tenant proposes to Transfer all of the Premises (other than to an Affiliate), Landlord may terminate this Lease, either conditioned on execution of a new lease between Landlord and the proposed transferee or without that condition. If Tenant proposes to enter into a Transfer of less than all of the Premises (other than to an Affiliate), Landlord may amend this Lease to remove the portion of the Premises to be transferred, either conditioned on execution of a new lease between Landlord and the proposed transferee or without that condition. If this Lease is not so terminated or amended, Tenant shall pay to Landlord, immediately upon receipt, seventy-five percent (75%) of the excess of (i) all rents and other compensation received by Tenant for the Transfer over (ii) the Rent allocable to the Premises transferred.
- (d) If Tenant requests Landlord's consent to a Transfer, Tenant shall provide Landlord, at least 15 days prior to the proposed Transfer, current financial statements of the transferee certified by an executive officer of the transferee, a complete copy of the proposed Transfer documents, and any other information Landlord reasonably requests. Immediately following any approved assignment or sublease, Tenant shall deliver to Landlord an assumption agreement reasonably acceptable to Landlord executed by Tenant and the transferee, together with a certificate of insurance evidencing the transferee's compliance with the insurance requirements of Tenant under this Lease. Tenant agrees to reimburse Landlord for reasonable administrative and attorneys' fees in connection with the processing and documentation of any Transfer for which Landlord's consent is requested.

20. Subordination; Mortgagee's Rights.

(a) Tenant accepts this Lease subject and subordinate to any Mortgage now or in the future affecting the Premises, provided that Tenant's right of possession of the Premises shall not be disturbed by the Mortgagee so long as Tenant is not in default under this Lease. This clause shall be self-operative,

but within 10 days after request, Tenant shall execute and deliver any further instruments confirming the subordination of this Lease and any further instruments of attornment that the Mortgagee may reasonably request. However, any Mortgagee may at any time subordinate its Mortgage to this Lease, without Tenant's consent, by giving notice to Tenant, and this Lease shall then be deemed prior to such Mortgage without regard to their respective dates of execution and delivery; provided that such subordination shall not affect any Mortgagee's rights with respect to condemnation awards, casualty insurance proceeds, intervening liens or any right which shall arise between the recording of such Mortgage and the execution of this Lease.

- **(b)** No Mortgagee shall be (i) liable for any act or omission of a prior landlord, (ii) subject to any rental offsets or defenses against a prior landlord, (iii) bound by any amendment of this Lease made without its written consent, or (iv) bound by payment of Monthly Rent more than one month in advance or liable for any other funds paid by Tenant to Landlord unless such funds actually have been transferred to the Mortgagee by Landlord.
- (c) The provisions of Section 16 above notwithstanding, Landlord's obligation to restore the Premises after condemnation shall be subject to the consent and prior rights of any Mortgagee.
- **21.** Tenant's Certificate; Financial Information. Within 10 days after Landlord's request from time to time, (a) Tenant shall execute, acknowledge and deliver to Landlord, for the benefit of Landlord, Mortgagee, any prospective Mortgagee, and any prospective purchaser of Landlord's interest in the Premises, an estoppel certificate in the form of attached **Exhibit "B"** (or other form requested by Landlord), modified as necessary to accurately state the facts represented, and (b) Tenant shall furnish to Landlord, Landlord's Mortgagee, prospective Mortgagee and/or prospective purchaser reasonably requested financial information.

22. Surrender.

- (a) On the date on which this Lease expires or terminates, Tenant shall return possession of the Premises to Landlord in good condition, except for ordinary wear and tear, and except for casualty damage or other conditions that Tenant is not required to remedy under this Lease. Prior to the expiration or termination of this Lease, Tenant shall remove from the Premises all furniture, trade fixtures, equipment, wiring and cabling (unless Landlord directs Tenant otherwise), and all other personal property installed by Tenant or its assignees or subtenants and shall remove all debris and regrade the Premises, as required to restore the grade of the Premises to the condition existing on the Commencement Date. Tenant shall repair any damage resulting from such removal and shall restore the Premises to good order and condition. Any of Tenant's personal property not removed as required shall be deemed abandoned, and Landlord, at Tenant's expense, may remove, store, sell or otherwise dispose of such property in such manner as Landlord may see fit and/or Landlord may retain such property or sale proceeds as its property. If Tenant does not return possession of the Premises to Landlord in the condition required under this Lease, Tenant shall pay Landlord all resulting damages Landlord may suffer.
- (b) If Tenant remains in possession of the Premises after the expiration or termination of this Lease, Tenant's occupancy of the Premises shall be that of a tenancy at will. Tenant's occupancy during any holdover period shall otherwise be subject to the provisions of this Lease (unless clearly inapplicable), except that the Monthly Rent shall be double the Monthly Rent payable for the last full month immediately preceding the holdover. No holdover or payment by Tenant after the expiration or termination of this Lease shall operate to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. Any provision in this Lease to the contrary notwithstanding, any holdover by Tenant shall constitute a default on the part of Tenant under this Lease entitling Landlord to exercise, without obligation to provide Tenant any notice or cure period,

all of the remedies available to Landlord in the event of a Tenant default, and Tenant shall be liable for all damages, including consequential damages, that Landlord suffers as a result of the holdover.

23. Defaults - Remedies.

- (a) It shall be an Event of Default:
- (i) If Tenant does not pay in full when due any and all Rent and, except as provided in Section 22(c) below, Tenant fails to cure such default on or before the date that is 5 days after Landlord gives Tenant notice of default;
 - (ii) If Tenant enters into or permits any Transfer in violation of Section 18 above;
- (iii) If Tenant fails to observe and perform or otherwise breaches any other provision of this Lease, and, except as provided in Section 22(c) below, Tenant fails to cure the default on or before the date that is 10 days after Landlord gives Tenant notice of default; provided, however, if the default cannot reasonably be cured within 10 days following Landlord's giving of notice, Tenant shall be afforded additional reasonable time (not to exceed 30 days following Landlord's notice) to cure the default if Tenant begins to cure the default within 10 days following Landlord's notice and continues diligently in good faith to completely cure the default; or
- (iv) If Tenant becomes insolvent or makes a general assignment for the benefit of creditors or offers a settlement to creditors, or if a petition in bankruptcy or for reorganization or for an arrangement with creditors under any federal or state law is filed by or against Tenant, or a bill in equity or other proceeding for the appointment of a receiver for any of Tenant's assets is commenced, or if any of the real or personal property of Tenant shall be levied upon; provided that any proceeding brought by anyone other than Landlord or Tenant under any bankruptcy, insolvency, receivership or similar law shall not constitute an Event of Default until such proceeding has continued unstayed for more than 60 consecutive days.
- **(b)** If an Event of Default occurs, Landlord, in addition to all rights and remedies available at law or in equity, Landlord shall have the following rights and remedies:
- (i) Landlord, without any obligation to do so, may elect to cure the default on behalf of Tenant, in which event Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred by Landlord (together with an administrative fee of 15% thereof) in curing the default, plus interest at the Interest Rate from the respective dates of Landlord's incurring such costs, which sums and costs together with interest at the Interest Rate shall be deemed additional Rent;
- (ii) To enter and repossess the Premises, with or without terminating the lease, and remove all persons and all or any property therefrom, by action at law or otherwise, without being liable for prosecution or damages therefor, and Landlord may, at Landlord's option, make Alterations and repairs in order to relet the Premises and relet all or any part(s) of the Premises for Tenant's account. Tenant agrees to pay to Landlord on demand any deficiency (taking into account all costs incurred by Landlord) that may arise by reason of such reletting. In the event of reletting without termination of this Lease, Landlord may at any time thereafter elect to terminate this Lease for such previous breach;
- (iii) To terminate this Lease and the Term, and, upon termination of this Lease by Landlord, Landlord shall be entitled to recover from Tenant the aggregate of: (a) the worth at the time of award of the unpaid rental which had been earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the

time of award exceeds the then reasonable rental value of the Premises during such period; (c) the worth at the time of the award of the amount by which the unpaid rental for the balance of the term of this Lease after the time of award exceeds the reasonable rental value of the Premises for such period; and (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom. The "worth at the time of award" referred to above is computed from the date such rent was due or would have been due, as the case may be, by allowing interest at the rate of two percent (2%) in excess of the prime rate as published in The Wall Street Journal or, if a higher rate is legally permissible, at the highest rate legally permitted; and/or

- (iv) To recover the rental and all other amounts payable by Tenant hereunder as they become due (unless and until Landlord has terminated this Lease) and all other damages incurred by Landlord as a result of an Event of Default.
- (c) Any provision to the contrary in this Section 22 notwithstanding, (i) Landlord shall not be required to give Tenant the notice and opportunity to cure provided in Section 22(a) above more than twice in any consecutive 12-month period, and thereafter Landlord may declare an Event of Default without affording Tenant any of the notice and cure rights provided under this Lease, and (ii) Landlord shall not be required to give such notice prior to exercising its rights under Section 22(b) if Tenant fails to comply with the provisions of Sections 13, 20 or 27 or in an emergency.
- (d) No waiver by Landlord of any breach by Tenant shall be a waiver of any subsequent breach, nor shall any forbearance by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of any rights and remedies with respect to such or any subsequent breach. Efforts by Landlord to mitigate the damages caused by Tenant's default shall not constitute a waiver of Landlord's right to recover damages hereunder. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity. No payment by Tenant or receipt or acceptance by Landlord of a lesser amount than the total amount due Landlord under this Lease shall be deemed to be other than on account, nor shall any endorsement or statement on any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of Rent due, or Landlord's right to pursue any other available remedy.
- (e) If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the other party attorneys' fees, costs of suit, investigation expenses and discovery costs, including costs of appeal.
- (f) Landlord and Tenant waive the right to a trial by jury in any action or proceeding based upon or related to, the subject matter of this Lease.
- **24.** <u>Tenant's Authority</u>. Tenant represents and warrants to Landlord that: (a) Tenant is duly formed, validly existing and in good standing under the laws of the state under which Tenant is organized and qualified to do business in the state in which the Premises is located, and (b) the person(s) signing this Lease are duly authorized to execute and deliver this Lease on behalf of Tenant.
- **25.** <u>Liability of Landlord</u>. The word "Landlord" in this Lease includes the Landlord executing this Lease as well as its successors and assigns, each of which shall have the same rights, remedies, powers, authorities and privileges as it would have had it originally signed this Lease as Landlord. Any such person or entity, whether or not named in this Lease, shall have no liability under this Lease after it ceases to hold title to the Premises except for obligations already accrued (and, as to any unapplied portion of

Tenant's Security Deposit, Landlord shall be relieved of all liability upon transfer of such portion to its successor in interest). Tenant shall look solely to Landlord's successor in interest for the performance of the covenants and obligations of the Landlord hereunder which subsequently accrue. Landlord shall not be deemed to be in default under this Lease unless Tenant gives Landlord notice specifying the default and Landlord fails to cure the default within a reasonable period following Tenant's notice. In no event shall Landlord be liable to Tenant for any loss of business or profits of Tenant or for consequential, punitive or special damages of any kind. Neither Landlord nor any principal of Landlord nor any owner of the Premises, whether disclosed or undisclosed, shall have any personal liability with respect to any of the provisions of this Lease or the Premises; Tenant shall look solely to the equity of Landlord in the Premises for the satisfaction of any claim by Tenant against Landlord.

26. Miscellaneous.

- (a) The captions in this Lease are for convenience only, are not a part of this Lease and do not in any way define, limit, describe or amplify the terms of this Lease.
- (b) This Lease represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings between Landlord and Tenant with respect to the Premises. No rights, easements or licenses are acquired in the Premises or any land adjacent to the Premises by Tenant by implication or otherwise except as expressly set forth in this Lease. This Lease shall not be modified in any manner except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation. The word "person" includes a natural person, a partnership, a corporation, a limited liability company, an association and any other form of business association or entity. Both parties having participated fully and equally in the negotiation and preparation of this Lease, this Lease shall not be more strictly construed, nor any ambiguities in this Lease resolved, against either Landlord or Tenant.
- (c) Each covenant, agreement, obligation, term, condition or other provision contained in this Lease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Lease unless otherwise expressly provided. All of the terms and conditions set forth in this Lease shall apply throughout the Term unless otherwise expressly set forth herein.
- (d) If any provisions of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein. This Lease shall be construed and enforced in accordance with the laws of the state in which the Premises is located.
- (e) This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives and permitted successors and assigns. All persons liable for the obligations of Tenant under this Lease shall be jointly and severally liable for such obligations.
 - (f) Tenant shall not record this Lease or any memorandum without Landlord's prior consent.
- **27.** <u>Notices</u>. Any notice, consent or other communication under this Lease shall be in writing and addressed to Landlord or Tenant at their respective addresses specified below (or to such other address as either may designate by notice to the other) with a copy to any Mortgagee or other party designated by Landlord. Each notice or other communication shall be deemed given if sent by prepaid overnight

delivery service or by certified mail, return receipt requested, postage prepaid or in any other manner, with delivery in any case evidenced by a receipt, and shall be deemed to have been given on the day of actual delivery to the intended recipient or on the business day delivery is refused. The giving of notice by Landlord's attorneys, representatives and agents under this Section shall be deemed to be the acts of Landlord.

<u>Landlord's Address for Notices</u>: Oakland County Water Resources Commissioner

One Public Works Drive, Building 95 West

Waterford, MI 48328-1907

Attn: Jeff Parrott,

Right-of-Way Supervisor

Tenant's Address for Notices: Green Acres Tree Farm, L.L.C.

PO Box 1806

Birmingham, Mi. 48012

- **28.** <u>Ratification</u>. Landlord and Tenant agree that this Lease is expressly conditioned upon and subject to its ratification and approval by the Drain Board of the Clinton River Water Resource Recovery Facility Drainage District ("Drain District Approval") Should Drainage District approval be obtained, then Landlord shall notify Tenant in writing of the Drainage District approval. In the event that such ratification is not obtained by May 24, 2022, this Lease shall automatically be deemed to be null and void and the parties hereto shall be relieved of all further liability hereunder.
- **29.** Confidentiality. It is understood and agreed that the terms and conditions of this Lease between Landlord and Tenant shall remain confidential. Tenant, its principals, owners, associates, employees, representatives and agents agree that there shall be no discussion of the Lease terms, rates or conditions with any tenants leasing other property owned by Landlord or any third party who would ordinarily not be entitled to or require such information unless authorized in writing by or requested to do so by Landlord. Any breach of the confidentiality by Tenant shall be deemed a material default under the terms of this Lease in which event the Landlord, may, at its option, cancel this Lease without prior notice or demand and/or exercise any and all of its rights and remedies as provided for in this Lease or at law.
- **30.** Security Deposit. Tenant has deposited a Security Deposit with Landlord in the amount of ONE THOUSAND THREE HUNDRED FOURTY FOUR AND 00/100 DOLLARS (\$1,344.00) pursuant to the terms of a prior Lease. Tenant and Landlord agree that such Security Deposit will continue to be retained by Landlord as cash security for the faithful performance and observance by Tenant of the provisions of this Lease. Tenant shall not be entitled to any interest on the Security Deposit. Landlord shall have the right to commingle the Security Deposit with its other funds. Landlord may use the whole or any part of the Security Deposit for the payment of any amount as to which Tenant is in default or to compensate Landlord for any loss or damage it may suffer by reason of Tenant's default under this Lease. If Landlord uses all or any portion of the Security Deposit as herein provided, within 10 days after demand, Tenant shall pay Landlord cash in an amount equal to that portion of the Security Deposit used by Landlord. If Tenant complies fully and faithfully with all of the provisions of this Lease, the Security Deposit shall be returned to Tenant after the Lease Expiration Date and surrender of the Premises to Landlord.

- 31. Condition of Premises. TENANT IS ALREADY IN OCCUPANCY OF THE PREMISES PURSUANT AN EXISTING LEASE, AND HAS HAD FULL OPPORTUNITY TO CONDUCT, AND HAS CONDUCTED, SUCH INVESTIGATIONS AND EXAMINATIONS OF THE PREMISES AS TENANT HAS DEEMED FIT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TENANT, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, AND ALL EMPLOYEES, OFFICERS AND DIRECTORS OF SAME, HEREBY ACCEPT THE PREMISES IN ITS PRESENT "AS IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY ON THE PART OF LANDLORD, ITS AGENTS OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, THE PRESENCE OR ADEQUACY OF UTILITY SERVICE TO THE PREMISES, WHETHER THE PREMISES COMPLY WITH THE ADA, AND ANY OTHER MATTER PERTAINING TO ZONING OR OTHER APPLICABLE LAND USE REGULATIONS OR ANY OTHER APPLICABLE LAWS, OR THE PRESENCE OR ABSENCE OF LEAD PAINT, ASBESTOS OR ASBESTOS-CONTAINING MATERIALS OR ANY OTHER HAZARDOUS MATERIALS.
- **32.** Renewal Term. This Lease is not renewable.
- **33.** <u>Counterparts</u>. This Lease may be executed in counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement. PDF copies of executed counterparts delivered via email or facsimile may be treated as originals by the parties hereto.

[Remainder of Page Left Blank – Signature Page and Exhibits Follow]

Landlord and Tenant have executed this Lease on the respective date(s) set forth below.

	LANDLORD:
	THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAINAGE DISTRICT, a Michigan statutory public corporation organized pursuant to Chapter 20 of the Drain Code of 1956, as amended
Date signed:	By:
	Name:
	Title:
	TENANT:
	GREEN ACRES TREE FARM, L.L.C., a Michigan limited liability company
Date signed:	
5/6/22	By: DVille
	Name: Dennise J. Vidosh
	Title: President

EXHIBIT "A"

DEFINITION RIDER

- "ADA" means the Americans With Disabilities Act of 1990 (42 U.S.C. § 1201 et seq.), as amended and supplemented from time to time.
- "Affiliate" means (i) any entity controlling, controlled by, or under common control of, Tenant, (ii) any successor to Tenant by merger, consolidation or reorganization, and (iii) any purchaser of all or substantially all of the assets of Tenant as a going concern.
- "Agents" of a party means such party's employees, agents, representatives, contractors, licensees or invitees.
- "Alteration" means any addition, alteration, or improvement to the Premises, as the case may be.
- "Annual Expenses" means all costs, charges and expenses incurred or charged by Landlord in connection with (i) the cost of insurance carried by Landlord pursuant to Section 8 of this Lease together with the cost of any deductible paid by Landlord in connection with an insured loss which are allocable to the Premises, as reasonably determined by Landlord (collectively, "Insurance Expenses") and (ii) as applicable, all levies, taxes (including real estate taxes, sales taxes and gross receipt taxes), assessments, liens, license and permit fees, together with the reasonable cost of contesting any of the foregoing, which are applicable to the Term, and which are imposed by any authority or under any Law, or pursuant to any recorded covenants or agreements, upon or with respect to the Premises or the Property, or any improvements thereto, or directly upon this Lease or the Rent or upon amounts payable by any subtenants, or against Landlord because of Landlord's estate or interest in the Premises or the Property (collectively, "Taxes"); provided, Taxes shall not include income, excess profits or corporate capital stock tax imposed or assessed upon Landlord, unless such tax or any similar tax is levied or assessed in lieu of all or any part of any taxes includable in the Taxes above. Tenant understands and agrees that, while, as of the Date of this Lease, neither the Premises nor the Property are subject to tax; and, in the event that the Premises or the Property become subject to tax at any time during the Term of this Lease, such taxes shall be included in "Taxes," and Tenant's proportionate share of such Taxes (based upon the ratio that the land within the Premises bears to all land within the applicable tax bill) shall be included in Tenant's Annual Expenses.
- "Environmental Laws" means all present or future federal, state or local laws, ordinances, rules or regulations (including the rules and regulations of the United States Environmental Protection Agency and comparable state agency) relating to the protection of human health or the environment.
- "Event of Default" means a default described in Section 22(a) of this Lease.
- "Hazardous Materials" means pollutants, contaminants, toxic or hazardous wastes or other materials the removal of which is required or the use of which is regulated, restricted, or prohibited by any Environmental Law.
- "Interest Rate" means interest at the rate of 1 ½% per month.
- "Laws" means all laws, ordinances, rules, orders, regulations, guidelines and other requirements of federal, state or local governmental authorities or of any private association or contained in any restrictive

covenants or other declarations or agreements, now or subsequently pertaining to the Premises or the use and occupation of the Premises.

"Lease Year" means the period from the Commencement Date through the succeeding 12 full calendar months (including for the first Lease Year any partial month from the Commencement Date until the first day of the first full calendar month) and each successive 12-month period thereafter during the Term.

"Maintain" means to provide such maintenance, repair and, to the extent necessary and appropriate, replacement, as may be needed to keep the Premises in good condition and repair.

"Monthly Rent" means the monthly installment of Minimum Annual Rent plus the monthly installment of estimated of Annual Expenses payable by Tenant under this Lease.

"Mortgage" means any mortgage, deed of trust or other lien or encumbrance on Landlord's interest in the Premises or any portion thereof, including without limitation any ground or master lease if Landlord's interest is or becomes a leasehold estate.

"Mortgagee" means the holder of any Mortgage, including any ground or master lessor if Landlord's interest is or becomes a leasehold estate.

"Premises" means the Land as depicted in Exhibit "C" as Leases B and C.

"Property" means the real property owned by Landlord of which the Premises are a part.

"Rent" means the Minimum Annual Rent, Annual Expenses and any other amounts payable by Tenant to Landlord under this Lease.

"Taken" or "Taking" means acquisition by a public authority having the power of eminent domain by condemnation or conveyance in lieu of condemnation.

"Transfer" means (i) any assignment, transfer, pledge or other encumbrance of all or a portion of Tenant's interest in this Lease, (ii) any sublease, license or concession of all or a portion of Tenant's interest in the Premises, or (iii) any transfer of a controlling interest in Tenant.

EXHIBIT "B"

TENANT ESTOPPEL CERTIFICATE

Please refer to the documents described in Schedule 1 hereto, (the "Lease Documents") including the "Lease" therein described; all defined terms in this Certificate shall have the same meanings as set forth in the Lease unless otherwise expressly set forth herein. The undersigned Tenant hereby certifies that it is the Tenant under the Lease. Tenant hereby further acknowledges that it has been advised that the Lease may be collaterally assigned in connection with a proposed financing secured by the Premises and/or may be assigned in connection with a sale of the Premises and certifies both to Landlord and to any and all prospective mortgagees and purchasers of the Premises, including any trustee on behalf of any holders of notes or other similar instruments, any holders from time to time of such notes or other instruments, and their respective successors and assigns (the "Beneficiaries") that as of the date hereof:

- 1. The information set forth in attached Schedule 1 is true and correct.
- 2. Tenant is in occupancy of the Premises and the Lease is in full force and effect, and, except by such writings as are identified on Schedule I, has not been modified, assigned, supplemented or amended since its original execution, nor are there any other agreements between Landlord and Tenant concerning the Premises, whether oral or written.
- 3. All conditions and agreements under the Lease to be satisfied or performed by Landlord have been satisfied and performed.
- 4. Tenant is not in default under the Lease Documents, Tenant has not received any notice of default under the Lease Documents, and, to Tenant's knowledge, there are no events which have occurred that, with the giving of notice and/or the passage of time, would result in a default by Tenant under the Lease Documents.
- 5. Tenant has not paid any Rent due under the Lease more than 30 days in advance of the date due under the Lease and Tenant has no rights of setoff, counterclaim, concession or other rights of diminution of any Rent due and payable under the Lease except as set forth in Schedule 1.
- 6. To Tenant's knowledge, there are no uncured defaults on the part of Landlord under the Lease Documents, Tenant has not sent any notice of default under the Lease Documents to Landlord, and there are no events which have occurred that, with the giving of notice and/or the passage of time, would result in a default by Landlord thereunder, and that at the present time Tenant has no claim against Landlord under the Lease Documents.
- 7. Except as expressly set forth in Part G of Schedule 1, there are no provisions for any, and Tenant has no, options with respect to any portion of the Premises.
- 8. No action, voluntary or involuntary, is pending against Tenant under federal or state bankruptcy or insolvency law.
- 9. The undersigned has the authority to execute and deliver this Certificate on behalf of Tenant and acknowledges that all Beneficiaries shall rely upon this Certificate in purchasing the Premises or extending credit to Landlord or its successors in interest.
- 10. This Certificate shall be binding upon the successors, assigns and representatives of Tenant and any party claiming through or under Tenant and shall inure to the benefit of all Beneficiaries.

2022.	IN WITNESS WHEREOF, Tenant has executed this Certificate this 6th day of May 22.			
		TENANT:		
Date si	aned:	GREEN ACRES TREE FARM, L.L.C., a Michigan limited liability company		
Date Si	gneu.			
!	5/6/22	By:		
		Name: Dennise J. Vidosh		
		Title: President		

SCHEDULE 1 TO TENANT ESTOPPEL CERTIFICATE

Lease Documents, Lease Terms and Current Status

A.	Date of Lease:		
B.	Parties:		
	1. Landlord:		
	2. Tenant: Green Acres Tree Farm Inc		
C.	Premises:		
D.	Modifications, Assignments, Supplements or Amendments to Lease:		
E.	Commencement Date:		
F.	Expiration of Current Term:		
G.	Option Rights:		
Н.	Security Deposit Paid to Landlord: \$		
I.	Current Minimum Annual Rent: \$		
J.	Current Annual Expenses: \$		
K.	Current Total Rent: \$		
L.	Square Feet Demised:		

EXHIBIT "C" DEPICTION OF LAND



Troy 12840-400 1860397v2

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

MEMORANDUM

TO: Jim Nash, Chairman

Drainage Board for the Clinton River Water Resources Recovery Facility Drainage

District

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

Clinton River Water Resources Recovery Facility SUBJECT:

2022 State Revolving Fund Project Plan

DATE: May 24, 2022

Early 2022, Jacobs Consultants, Inc. was authorized to prepare a Clean Water State Revolving Fund Project Plan for the Clinton River Water Recourse Recovery Facility. The plan was advertised on March 27, 2022, in The Oakland Press for public review and comments. A public hearing was conducted on April 26, 2022, and no public comments were received. Prior to submittal of the final project plan, the Department of Environment, Great Lakes, and Energy requires the participating unit of government to formally adopt the project plan, agree to implement the recommended selective alternative for construction of various improvements and designate an authorized representative for all activities associated with the projects.

Requested Action: Adopt the attached resolution and agree to implement the projects identified in the Clinton River Water Recourses Recovery Facility Project plan and designate and authorized representative for all activities associated with projects in the project plan.

> Page 1 of 1 Rev.: 11/05/08

A RESOLUTION ADOPTING THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY'S 2022 CLEAN WATER STATE REVOLVING FUND PROJECT PLAN AND DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE

WHEREAS, the Drainage Board for the Clinton River Water Resource Recovery Facility Drainage District recognizes the need to make improvements to its existing Clinton River Water Resource Recovery Facility; and

WHEREAS, Jacobs Consultants, Inc. was authorized to prepare a Clean Water State Revolving Fund Project Plan, which recommends the construction of various improvements to the Facility; and

WHEREAS, said Project Plan was presented at a Public Hearing held at the offices of the Oakland County Water Resources Commissioner held on April 26, 2022, and no public comments were received;

NOW THEREFORE BE IT RESOLVED, that the Drainage Board for the Clinton River Water Resource Recovery Facility Drainage District formally adopts said Project Plan and agrees to implement the selected alternatives for improvements.

BE IT FURTHER RESOLVED, that the Oakland County Water Resources Commissioner, a position currently held by Jim Nash, and his designated representatives are designated as the authorized representatives for all activities associated with the project referenced above, including the submittal of said Project Plan as the first step in applying to the State of Michigan for a Clean Water Revolving Fund Loan to assist in the implementation of the selected alternative.

Yeas:	
Nays:	
Abstain:	
Absent:	
I certify that the above Resolution was adopted by the Drainage Board for the Cli	nton River Water Resource
Recovery Facility Drainage District on Tuesday, May 24, 2022.	
BY:	
	May 24, 2022
Jim Nash, Oakland County Water Resources Commissioner and	Date
Chairperson of the Clinton River Water Resource Recovery Facility Dr	ainage District

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 Syphelps

OCWRC Accounting

DATE: May 24, 2022

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

	Ref			
	No.	For		Amount
CDM Smith Michigan, Inc	TBP	Invoice # 60 - Engineering Admin 4/3/22 - 4/30/22 - Proj # 1-2181		4,701.18
Dickinson Wright PLLC	TBP	Invoice # 1682472 - Legal Services - 03/31/22 - Proj #1-2181		9,282.50
		Total for Project # 1-2181	\$	13,983.68

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 Syphelps

OCWRC Accounting

DATE: May 24, 2022

SUBJECT: Request for Approval of Invoices

Ref

	Ref		
Payable To	No.	For	Amount
Applied Science Inc	V # 1603788	Invoice # 8087 - Contracted Services	4,402.50
D3W Industries	TBP	Invoice # 3306 - Material and Supplies	5,775.00
Dickinson Wright PLLC	TBP	Invoice # 1682474 - Legal Services - 03/31/2022	29,008.17
Eastern Oil Company	TBP	Invoice # INV083643 - 15W40 Drums Shell Rotella 4/14/22	4,597.32
Eurofins TestAmerican, Michigan	TBP	Invoice # 1900050562 - Laboraratory Fees	1,814.40
Hamlett Environmental Technologies	TBP	Invoice # 20221950 - Material and Supplies	1,846.00
Hamlett Environmental Technologies	TBP	Invoice # 20221986 - Material and Supplies	7,962.00
Jones Chemicals Inc	TBP	Invoice # 884136 - Chemical Treatment	2,783.34
Jones Chemicals Inc	TBP	Invoice # 884280 - Chemical Treatment	5,769.44
Jones Chemicals Inc	TBP	Invoice # 884476 - Chemical Treatment	2,248.13
Jones Chemicals Inc	TBP	Invoice # 884481 - Chemical Treatment	2,010.67
Jones Chemicals Inc	TBP	Invoice # 884482 - Chemical Treatment	1,989.23
Jones Chemicals Inc	TBP	Invoice # 884487 - Chemical Treatment	2,132.62
Jones Chemicals Inc	TBP	Invoice # 884488 - Chemical Treatment	2,143.89
Jones Chemicals Inc	TBP	Invoice # 884489 - Chemical Treatment	2,063.60
Jones Chemicals Inc	TBP	Invoice # 885282 - Chemical Treatment	5,680.76
Polydyne Inc	TBP	Invoice # 1636909 - Chemical Treatment	49,797.00
Polydyne Inc	TBP	Invoice # 1637055 - Chemical Treatment	46,992.00
Polydyne Inc	TBP	Invoice # 1639520 - Chemical Treatment	22,770.00
Polydyne Inc	TBP	Invoice # 1639592 - Chemical Treatment	7,590.00
Pro Seal Services Group	TBP	Invoice # 221399 - Contracted Services	2,729.16
Pro Seal Services Group	TBP	Invoice # 221416 - Contracted Services	2,379.19
PVS Technologies Inc	TBP	Invoice # 310282 - Chemical Treatment	3,178.02
United States Geological Survey	V # 1605130	Invoice # 90975556 - Steam Gauge Program	3,096.50
Waste Management	TBP	Invoice # 8600194-1714-3 - Garbage & Rubbish Disposal	1,453.01
		Subtotal \$	222,211.95
Fishbeck, Thompson, Carr & Huber Inc	TBP	Invoice # 410488 - Engineering Services - 04/15/22 - Proj #1-3042 \$	933.50
rishbeck, monipson, can a nuber inc	IDF	Subtotal - Project 1-3042 \$	933.50
		Subtotal - Project 1-3042	933.30
Fishbeck, Thompson, Carr & Huber Inc	TBP	Invoice # 410491 - Contracted Services - 4/15/22 - Proj # 1-2924	3,056.50
		Subtotal - Project 1-3492 \$	3,056.50
Aqua-Aerobic Systems, Inc	TBP	Invoice # 1032507 - Contracted Services - 4/12/22 - Proj # 1 - 3680 \$	21,500.00
		Subtotal - Project 1-3680 \$	21,500.00
Jacobs Consultants, Inc	TBP	Invoice # C6A19600-03 - Contracted Services - Proj # 1-3662	6,869.16
		Subtotal - Project 1-3662	6,869.16
		Total \$	254,571.11

Chapter 20 Drainage Board Meeting

Regular Meeting – Tuesday, May 24, 2022

4. George W. Kuhn Drain

AGENDA

DRAINAGE BOARD FOR THE GEORGE W. KUHN DRAIN

May 24, 2022

- 1. Call meeting to order
- 2. Approve minutes of meeting of April 26, 2022
- 3. Public Comments
- 4. Present Memorandum from Gary Nigro, P.E. Chief Engineer, dated May 24, 2022, requesting the Board award the engineering consulting services for the Tributary System Enhancements Program Phase 1, to Hubbell, Roth, & Clark, Inc. for a not-to-exceed amount of \$56,000
- 5. Present Memorandum from Gary Nigro, P.E. Chief Engineer, and Carrie Cox, P.E. Chief Engineer, dated May 24, 2022, requesting the Board to authorize the Chairman of the Board to sign the Great Lakes Water Authority water model contract reopener
- 6. Present Memorandum from Lynne Seymour, P.E. Chief Engineer, dated May 24, 2022, requesting the Chairperson to sign the resolution adopting the final State Revolving Fund project plan
- 7. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$43,156.78
- 8. Other business
- 9. Approve pro rata payment to Drainage Board members
- 10. Adjourn

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

April 26, 2022

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 11:00 a.m. on the 26th day of April 2022.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

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

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

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

ADOPTED: Yeas - 3

Nays - 0

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

The matter of the GLWA/Highland Park litigation and draft letter to the State was presented. The Board authorized action consistent with the recommendation of legal counsel made in closed session of the Evergreen-Farmington Sanitary Drain Drainage Board meeting.

A memorandum from Brian Coburn, P.E., Manager, dated April 26, 2022, requesting the Board to approve the rates and changes for the rate year beginning July 1, 2022, was presented. It was moved by Markham, supported by Woodward, to approve the rates and changes for the rate year beginning July 1, 2022, as presented.

ADOPTED: Yeas - 3 Nays - 0

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$142,201.89 (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 \$142,201.89.

ADOPTED: Yeas - 3

Nays - 0

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

ADOPTED: Yeas - 3

Nays - 0

There being no further business, the meeting was adjourned.

Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the George W. Kuhn Drain, Oakland County, Michigan, held on the 26th day of April 2022, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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

Jim Nash, Chairperson

Dated: April 26, 2022

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

MEMORANDUM

TO: Jim Nash, Chairman

George W. Kuhn Drainage Board

FROM: Gary Nigro, P.E., Chief Engineer

SUBJECT: Tributary System Enhancements – Phase 1

DATE: May 24, 2022

The attached proposal from Hubbell, Roth & Clark, Inc. (HRC) lays out a phased approach to develop a framework for a tributary system enhancement approach to facilitate conversations between the WRC and the communities that are served by the WRC. These services would be completed under the terms and conditions of our existing professional services contract with HRC for a not-to-exceed budget amount of \$56,000. This study and program are proposed to be completed within approximately six months following authorization to proceed.

Requested Action:

Motion to award the engineering consulting services for the Tributary System Enhancements Program – Phase 1, to Hubbell, Roth & Clark, Inc. for an amount not to exceed of \$56,000.

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

Page 1 of 1 Rev.: 11/05/08

555 Hulet Drive Bloomfield Hills, MI 48302-0360

248-454-6300

www.hrcengr.com



May 9, 2022

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

Attn: Mr. Gary Nigro, P.E., Chief Engineer HRC Job No. 20220384

Re: Engineering Services Proposal

Tributary System Review - Phase 1

Dear Mr. Nigro:

Thank you for the opportunity for Hubbell, Roth & Clark, Inc. (HRC) to submit this proposal for engineering services related to the subject project. Our scope of services for the project is based on our prior meetings, recent conversations, and the many years of experience working with the Oakland County Water Resources Commissioner (WRC) and the local communities. In summary, it is the intention of WRC to develop and implement a program to assist the public in addressing the problems associated with tributary systems performance within the systems of Oakland County, starting with the communities with combined sewer service

WRC operates several Combined Sewer Overflow (CSO) systems within Oakland County including the George W. Kuhn (GWK), the Acacia Park, Birmingham, and the Bloomfield Village systems. At this time our efforts would be focused within the GWK system as a pilot program. The pilot program area will allow WRC and HRC to determine the scale, scope, roles, and benefit of such a review prior to rolling out to larger areas. Furthermore, it is our understanding that due to the many complexities and likely legal and administrative challenges that may arise as the review is developed; we would propose to break the pilot program into several phases to better identify the scope and work associated with each phase. This will allow a systematic approach to project completion that considers input from all potential vested parties as the review program is developed.

PROPOSED PHASE 1 SCOPE OF SERVICES

The goal of this Phase is to develop a working framework or outline for stakeholder conversations prior to spending resources on full program development including marketing, policy, and public relations materials. This Phase should define how the review program may function, the workflow from interested stakeholders regarding system improvement to financial terms, and the roles and responsibilities of each involved agency at each step.

<u>Task 1 – Research</u>: HRC's first task will be to research and gather information from other existing programs that may provide valuable insight into how WRC could proceed. This includes Detroit, Philadelphia, Windsor, and Lansing, plus up to two (2) others that may be identified during our research. Up to four (4) remote meetings/conversations with staff from these existing programs are included to better understand their experiences to date. A compilation of the programs and general framework of each program's functionality would be presented to review favorable components of each that could be used.

Bloomfield Hills Delhi Township Detroit Grand Rapids Howell Jackson Kalamazoo Traverse City Troy





Estimated timeline = 6 weeks.
Estimated cost 120 hrs @ \$120/hr blended rate = \$14,400

<u>Task 2 – Draft Program</u>: Based on the results of Task 1 and WRC input, HRC will develop a "draft" template or outline. The draft program could identify components such as recommendations for the marketing of the program, application process, extent of investigations (i.e. CCTV sewer leads, inspections, etc.), legal matters, financial considerations, program administration (county, local or private), educational materials (by reference, County website, etc.) and implementation schedule.

Estimated timeline = 6-8 weeks (following Task 1)
Estimated cost 200 hrs @ \$120/hr blended rate = \$24,000

<u>Task 3 – Grants and Financial Opportunities</u>: HRC will work with WRC to identify funding assistance opportunities. Included within this task is the preparation and submittal of up to two (2) grant applications.

Estimated timeline = as grants become available Estimated cost 80 hrs @ \$100/hr blended rate = \$8,000

<u>Task 4 – Meetings</u>: HRC will facilitate up to six (6) meetings with active stakeholders to discuss the "draft" review program framework. Active stakeholders would likely include WRC staff, legal personnel, and member communities. The purpose of the meetings would be to gather input and perspectives from all stakeholders to ensure a successful program prior to implementation. It would also provide opportunity for member communities to prepare for consideration of future participation.

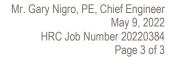
Estimated timeline = 4-6 weeks (dependent on participant availability) Estimated cost 80 hrs @ \$120/hr blended rate = \$9,600

<u>Task 5 – Future Phasing</u>: HRC will work with WRC to establish project goals and future phasing. It is envisioned that Phase 2 will focus on the actual program development in each program component and include schedule, budget, selection of pilot areas, methods and shares of financing, insurances, and the means/methods/feasibility of addressing other challenges that may arise. Phase 3 will be the implementation of the pilot area program and could include solicitation of prequalified contractors, integrations into WRC's asset management system, and assistance with program administration.

Estimated timeline = 2 weeks (following Task 4)
Estimated cost = NO CHARGE

FEES AND PERSONNEL

We would propose to complete these Phase 1 services under the terms and conditions of our existing Professional Services Contract No. 006484. Based on the scope of services described above, and our understanding of the necessary effort and WRC's expectations, we propose to perform this project for a not-to-exceed budget amount of \$56,000 and be complete within approximately six months following authorization to proceed.





This project will be managed by Jamie Burton, Vice President, with assistance by James Surhigh, Associate. Asneeded project oversight and QA/QC would be provided by Daniel Mitchell, President. Additional staff from HRC would be utilized as warranted.

If this proposal is accepted, please sign and return a scanned copy of this proposal which will serve as our formal authorization to proceed. We look forward to this opportunity to be of service to the WRC. Please feel free to contact me should you have any questions or comments on this proposal.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

James F. Burton, P.E. Vice-President

James 7 But

Please sign the following to indicate acceptance of the scope of work and proposed fees.

TITLE:_____ DATE: _____

ACCEPTED BY: _____

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

MEMORANDUM

TO: Jim Nash, Chairman

George W. Kuhn Drain Drainage Board

FROM: Carrie Cox, P.E. –Chief Engineer

Gary Nigro, P.E. -Chief Engineer

SUBJECT: Great Lake Water Authority Water Model Contract Reopener

DATE: May 24, 2022

Every four years the Great Lakes Water Authority (GLWA) reopens the water model contract to review pressures, meter pits, average day, maximum day and peak hour usage. The current cost allocation model for GLWA's water system puts significant expense on the maximum day and peak hour usage as this drives the sizing of capital improvements among other expenses. Since operations and demands change over time, GLWA reopens the water model contract every four years for this review.

The GLWA water model contract is strictly for the flushing system of the basin. Domestic water usage for the building is purchased from the City of Madison Heights. Due to the nature of the flushing system, water for flushing is used after large rain events and not during the GLWA maximum day and peak hour periods. Therefore, GLWA has negotiated a maximum day and peak hour contract rate with WRC staff to equal the four-year average flow rate of 0.204 MGD. This negotiation is predicated on WRC staff reviewing GLWA total water system pumpage through their Wholesale Automatic Meter Read (WAMR) website prior to any maintenance or non-storm related flushing activities. The Retention Treatment Basin Unit staff review WAMR prior to any flushing activity. This practice has been working well for the past several years.

Recommended Actions:

Authorize the Chairman of the Board to sign the GLWA water model contract reopener with the negotiated maximum day and peak hour demand of 0.204 MGD.

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
Page 1 of 1 Rev.: 11/05/08

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

MEMORANDUM

TO: Jim Nash, Chairman

George W. Kuhn Drain Drainage Board

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

SUBJECT: Clean Water State Revolving Fund Resolution to Adopt a Final Project Plan

DATE: May 24, 2022

With a goal to address nonpoint source pollution control and stormwater treatment throughout the County, WRC hired Hubbell, Roth, and Clark, Inc. (HRC) to develop a project plan in accordance with the Clean Water State Revolving Fund (CWSRF) guidance. The plan identifies seventeen (17) nonpoint source projects across the County and within multiple drainage districts. The CWSRF project plan was advertised in the Oakland Press and has been publicly available since April 15, 2022. A public meeting was held on Monday, May 16, 2022 in order to hear and address any public comment but there were no comments received. To be eligible for the State Revolving Fund loan, a resolution that adopts the final project plan must be passed from each participating entity. Neither the project plan nor the resolution commits the Drainage Boards to implement the project(s) or administer the loan(s).

Board Action Requested:

Authorize the Chairperson to sign the resolution adopting the final SRF project plan.

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

Page 1 of 1 Rev.: 02/12/2018



2022 Nonpoint Source

Clean Water State Revolving Fund (CWSRF) Project Plan



CWSRF Loan Nonpoint Source Program Overview



- Provides low-interest loans (currently 1.875% for 20 years and 2.125% for 30 years) for planning, designing, and constructing eligible stormwater projects.
- Administered by EGLE Water Infrastructure Finance Division
- To qualify, the Applicant must:
 - ✓ Prepare and submit an EGLE approvable Project Plan
 - ✓ Provide a Public Hearing and Comment Opportunity for the Plan
 - ✓ Pass a Board Resolution adopting the Plan
- Final EGLE approval and County acceptance of the loan is decided later in the CWSRF Loan Program.

Goal for the Projects



All identified projects aim to address stormwater degradation due to:

- Volume of runoff and/or
- Nonpoint Source Pollutants
 - Targeted pollutants identified by Total Maximum Daily Loads (TMDL):
 - E. coli
 - Total Suspended Solids
 - Phosphorus

This Goal will be achieved through:

- Mitigating and capturing first flush stormwater runoff and pollutants, and larger events if practical
- Implementing Best Management Practices (BMPs) for stormwater management



1	Augusta Drain		
2	Mainland Drain		
3	Lower Straits Lake		
4	Hamlin Drain		
5	Patterson Holly Drain		
6	Nelson Drain		
7	Silvercrest Drain		
8	Pontiac Creek Extension		
9	Minnow Pond Drain		
10	Pebble Creek Drain		
11	Sprague Drain		
11 12	Sprague Drain GWK Parking Lot		
12	GWK Parking Lot		
12	GWK Parking Lot Catalpa Oaks Park		
12 13 14	GWK Parking Lot Catalpa Oaks Park Red Oaks Waterpark		





Project Plan Alternatives (Selected)



		Selected Alternatives			
	Site Site Site Site Site Site Site Site	Water Quality BMPs	Optimization of Existing Facilities	Streambank Stabilization	
1	Augusta Drain – Green Infrastructure	\checkmark			
2	Mainland Drain – Stormwater Wetlands & Stream Restoration	\checkmark		✓	
3	Lower Straits Lake – County Drain Establishment & Restoration		\checkmark	✓	
4	Hamlin Drain – Regional Stormwater Detention Facility		\checkmark		
5	Patterson Holly Drain Restoration			\checkmark	
6	Nelson Drain – Bank Stabilization & Sediment Trap			✓	
7	Silvercrest Drain – Stormwater Quality Improvement Facility	\checkmark			
8	Pontiac Creek Extension – Wetland & Stream Restoration	\checkmark		✓	
9 Minnow Pond Drain – Flood Control Basin Conversion			\checkmark		
10	Pebble Creek Drain Restoration			✓	
11	Sprague Drain – Pond & Stream Restoration			\checkmark	
12	GWK Parking Lot – Green Infrastructure Improvements	\checkmark			
13	Catalpa Oaks Park – Green Infrastructure Improvements	\checkmark			
14	Red Oaks Waterpark – Green Infrastructure Improvements	\checkmark			
15	Lane Drain Restoration – Phase II			\checkmark	
16	Sylvan Glen Habitat Restoration – Phase III			\checkmark	
17	WaterTowns – Green Infrastructure Improvements	\checkmark			

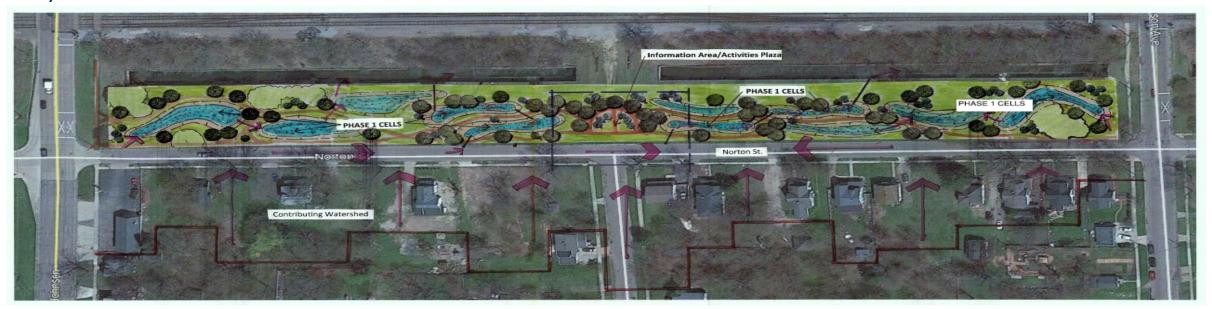
1 – Augusta Drain (Chapter 20) City of Pontiac

- Community park with bioretention cells
- Modifications to stormwater catch basins
- Curb cuts
- Will accept over 350,000 gallons of stormwater every year

WATER RESOURCES COMMISSIONER

Jim Nash

- Reduce approximately 20% of the neighborhood's direct discharge
- Native tree plantings
- Interactive area

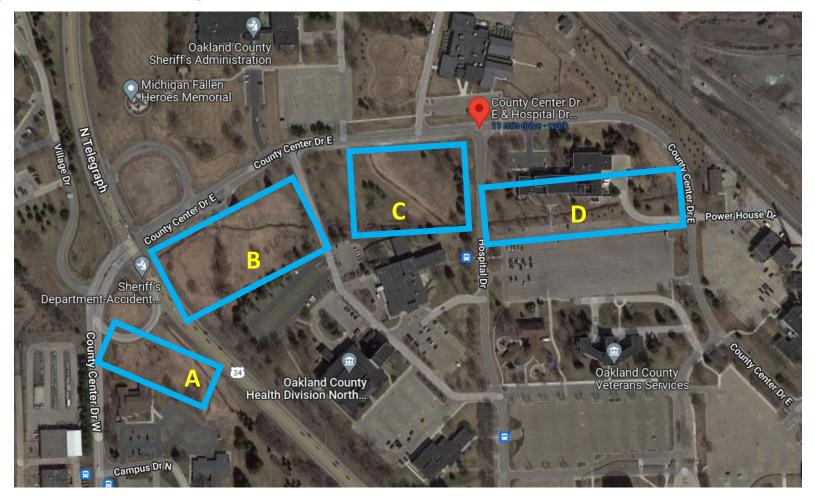


2 – Mainland Drain (Chapter 20)

Oakland County

- Four project areas: A-D
- Stream restoration of roughly 2,500
 Ift and
- Create floodplain wetlands
- Water quality BMPs





Project Locations 3 – Lower Straits Lake



- Stream restoration of 2,700 lft
- Water quality BMPs
- Natural channel design
- Improve peak flow management



4 – Hamlin Drain (Chapter 20)

Bloomfield Twp & City of Pontiac



- Create regional stormwater detention basin
- Sediment forebay
- Outlet control structure



WRC

Jim Nash

5 – Patterson Holly Drain (Chapter 4)

Holly Twp & Village of Holly

WATER RESOURCES COMMISSIONER

Jim Nash

- Streambank restoration of 7,000 lft
- Natural channel design
- Sediment reduction
- Improve peak flow management



6 - Nelson Drain (Chapter 20)

City of Troy



- Habitat restoration
- Natural meandering channels
- Decrease sediment loads
- Improve peak flow management



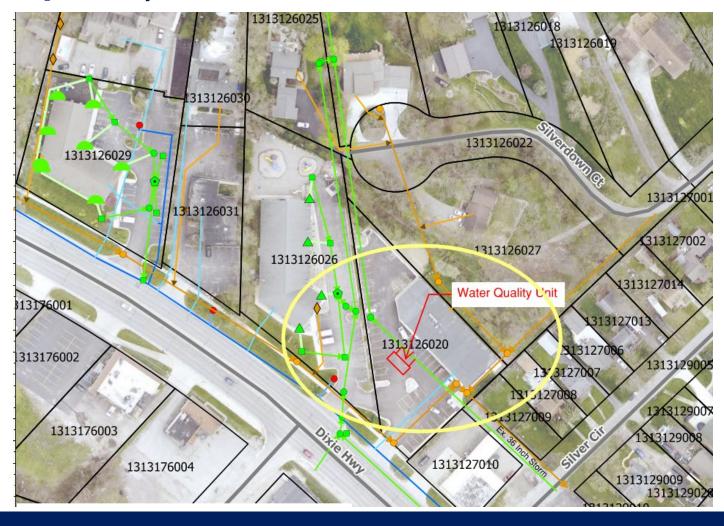


7 – Silvercrest Drain (Chapter 4)

Waterford Twp

- Install a water quality unit to improve effluent into Silver Lake
- Water quality benefits
- Reduce sediment into Silver Lake





WATER RESOURCES COMMISSIONER Iim Nash

8 – Pontiac Creek Extension (Chapter 4)

City of Pontiac & Waterford Twp

- Wetland and stream restoration of 2,000 lft
- Stream and outfall stabilization
- Improve infiltration
- Climate resiliency
- Directly increase the storage capacity of Pontiac Creek
- Floodplain connectivity



9 - Minnow Pond Drain (Chapter 20)

Farmington Hills

- Flood control basin conversion/optimization
- Modify three existing outlet structures
- Bank stabilization
- Native plantings
- Reduce stormwater runoff volumes







10 - Pebble Creek Drain Restoration (Chapter 20)

Farmington Hills

- Streambank stabilization of 6,300 lft through Glen Oaks Golf Course
- Natural meandering channels
- Remove sediment
- Improve peak flow management

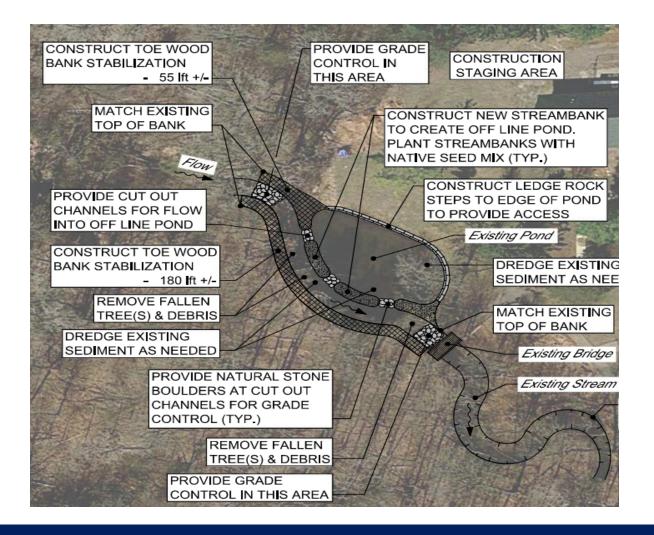


11 – Sprague Drain

City of Troy

- Pond and stream restoration at the Stage Nature Center
- Streambank stabilization BMPs for 200 lft
- Convert an inline pond to an offline storage pond feature
- Natural channel design
- Habitat enhancement



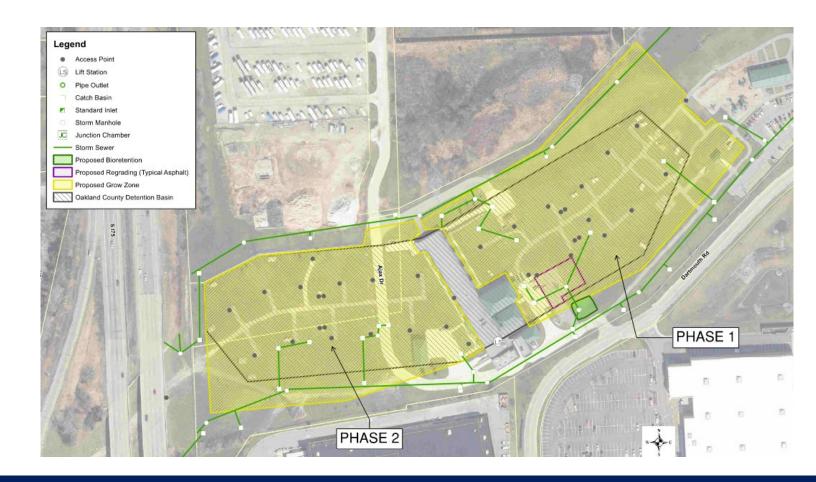




12 – GWK Parking Lot & Green Zone (Chapter 20)

Madison Heights

- Green infrastructure
- Bioretention area
- 20 acres of naturalized grow zones
- Promote infiltration
- Reduce stormwater runoff



13 – Čatalpa Oaks Park

Southfield (GWK District)



- 8,500 sq ft of bioretention
- 7,000 sq ft of porous pavement
- 28,000 sq ft of converted naturalized landscape
- Rain gardens
- Bioswales
- Remove 2 baseball fields and convert to natural landscape



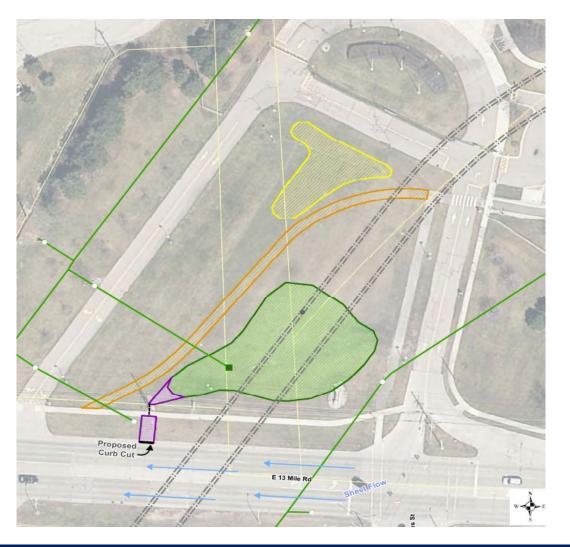


14 – Red Oaks Water Park

Madison Heights (GWK District)

- Green infrastructure improvements
 - 10,000 sq ft of bioretention cell
 - Curb cut on 13 Mile
 - Rain garden
 - Natural grow zone
- Capture channel protection volume

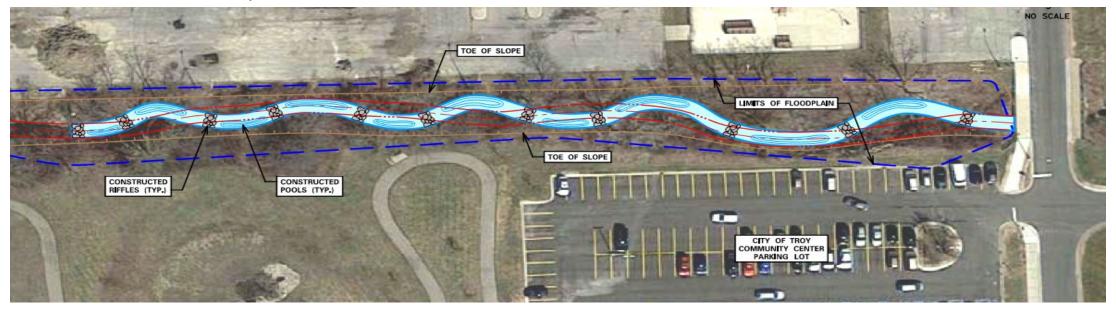






15 – Lane Drain Restoration Phase II (Chapter 4) City of Troy

- Streambank and streambed stabilization BMPs
- Restore 650 lft of Lane Drain
- Improve floodplain condition and connectivity
- One acre of native riparian buffer



16 -Sylvan Glen Phase III (Chapter 4)

City of Troy

- Habitat restoration
- Streambank restoration of 575 lft at Sylvan Glen Golf Course
- Natural channel design
- Reduction of sedimentation
- Riparian buffer zones





Project Locations 17 -WaterTowns

Pleasant Ridge (GWK District)

- Green infrastructure improvements at four locations:
 - Oxford Park Intersection Pavement Reduction & Bioretention
 - Poplar Park Boulevard Bioretention
 & Bioretention End Caps
 - Elm Boulevard Entrance
 Bioretention & Native Plantings
 - Police Department Permeable Paver Parking Area





Total Project Costs for Selected Alternatives



SITE	PROPOSED ALTERNATIVE	F	PRELIMINARY COST
1	Augusta Drain	\$	1,330,600
2	Mainland Drain	\$	2,808,300
3	Lower Straits Lake	\$	2,380,800
4	Hamlin Drain	\$	854,418
5	Patterson Holly Drain	\$	3,619,200
6	Nelson Drain	\$	2,401,600
7	Silvercrest Drain	\$	323,600
8	Pontiac Creek Extension	\$	2,137,500
9	Minnow Pond Drain	\$	2,417,600
10	Pebble Creek Drain	\$	4,249,600
11	Sprague Drain	\$	510,400
12	GWK Parking Lot	\$	1,139,100
13	Catalpa Oaks Park	\$	1,414,700
14	Red Oaks Waterpark	\$	258,500
15	Lane Drain Phase II	\$	549,300
16	Sylvan Glen Phase III	\$	972,000
17	Water Towns – Pleasant Ridge	\$	1,299,700

Estimated User Costs



- Proposed method of financing:
 - CWSRF Loan
 - The total project costs are approximately \$28,666,918.00 for all 17 projects.
 - Anticipated typical user cost:
 - Varies per project
 - Ranges from \$0.00 to \$300 annually per household
 - Calculated based on households for submittal of the project plan
 - Offsets:
 - Costs will be calculated for each Drainage District per Drain Code requirements.
 - Calculation for Communities, Counties, Road Commissions, MDOT, etc. will be included as required and will ultimately lower final costs per households.

Project Schedule



Milestone	Date
Public Hearing	May 16, 2022
Final Project Plan Due	June 01, 2022
Draft Project Priority List	July 2022 (estimated)
Final Project Priority List	August 2022 (estimated)
Part 1 and Part II Applications Due *	June 26, 2023
Design *	January 2023 – July 2023
Plans & Spec Approval by EGLE / Bids *	July 05, 2023
Bids Due*	August 16, 2023
EGLE Order of Approval Issued*	August 28, 2023
Loan Closing*	September 19, 2023
Construction*	October 2023

^{*} based on 4.5 Quarter Funding Schedule

A RESOLUTION ADOPTING A FINAL PROJECT PLAN FOR WASTEWATER SYSTEM IMPROVEMENTS AND DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE

WHEREAS there is a recognized need to make improvements to existing Nonpoint Source (NPS) pollution control and/or stormwater treatment system in the George W. Kuhn Drain Drainage District; and

WHEREAS the Office of the Oakland County Water Resources Commissioner has authorized Hubbell, Roth and Clark, a consulting engineering firm, to prepare a Project Plan, which recommends the construction of Nonpoint Source projects; and

WHEREAS the Project Plan was presented at a Public Hearing held on May 16, 2022, and all public comments have been considered and addressed.

NOW THEREFORE BE IT RESOLVED that the George W. Kuhn Drain Drainage Board formally adopts the Project Plan and agrees to implement the selected alternative to meet NPS pollution prevention goals. (Alternative No. 1)

BE IT FURTHER RESOLVED that the <u>Commissioner</u>, a position currently held by <u>Jim Nash</u>, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of the Project Plan as the first step in applying to the State of Michigan for a revolving fund loan to assist in the implementation of the selected alternative.

Yeas:		
Nays:		
Abstain	:	
Absent:		
I certify	that the above Resolution was adopted by the Chapter 20 Drai	nage District on May 24, 2022.
BY:	Jim Nash, Oakland County Water Resources Commissioner Name and Title (please print or type)	
	Signature	Date

MEMO TO: Mr. Jim Nash, Chairman

of the Drainage Board for the GEORGE W. KUHN DRAIN

FROM: Shawn Phelps, Chief of Fiscal Services Syphelps

OCWRC Accounting

DATE: April 26, 2022

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

Payable To	Ref No.	For		 Amount
Dickinson Wright PLLC	TBP	Invoice # 1682477 - Legal Services - 03/31/22		\$ 6,377.76
Environmental Consulting &Technology	TBP	Invoice # 221627 - Contracted Services - 04/06/22		1,080.00
Hubbell Roth and Clark Inc	TBP	Invoice # 0186485 - Contracted Services - 03/25/21		192.00
Hubbell Roth and Clark Inc	TBP	Invoice # 0187334 - Contracted Services - 04/28/21		2,590.15
Hubbell Roth and Clark Inc	TBP	Invoice # 0187898 - Contracted Services - 05/25/21		370.02
Hubbell Roth and Clark Inc	TBP	Invoice # 0189457 - Contracted Services - 07/27/21		3,238.71
Hubbell Roth and Clark Inc	TBP	Invoice # 0190434 - Contracted Services - 09/10/21		2,339.18
Hubbell Roth and Clark Inc	TBP	Invoice # 0191261 - Contracted Services - 10/11/21		370.00
Hubbell Roth and Clark Inc	TBP	Invoice # 0193245 - Contracted Services - 12/21/21		36.30
Hubbell Roth and Clark Inc	TBP	Invoice # 0193479 - Contracted Services - 01/12/22		811.35
Hubbell Roth and Clark Inc	TBP	Invoice # 0196275 - Contracted Services - 05/08/22		6,154.56
Orchard Hiltz and McCliment Inc	TBP	Invoice # 49178 - Professional Services - 02/26/22		4,563.00
Orchard Hiltz and McCliment Inc	TBP	Invoice # 49936 - Professional Services - 03/26/22		750.00
Orchard Hiltz and McCliment Inc	TBP	Invoice # 50833 - Professional Services - 04/23/22		6,826.25
Orchard Hiltz and McCliment Inc	TBP	Invoice # 50834 - Professional Services - 04/23/22		7,457.50
			Total	\$ 43,156.78

Chapter 20 Drainage Board Meeting

Regular Meeting – Tuesday, May 24, 2022

5. Augusta Drain

AGENDA

DRAINAGE BOARD FOR THE AUGUSTA DRAIN

May 24, 2022

- 1. Call meeting to order
- 2. Approve minutes of meeting of June 23, 2020
- 3. Public Comments
- 4. Present Memorandum from Lynne Seymour, P.E., Chief Engineer, dated May 24, 2022, requesting the Chairperson to sign the resolution adopting the final State Revolving Fund project plan
- 5. Other business
- 6. Approve pro rata payment to Drainage Board members
- 7. Adjourn

MINUTES OF THE MEETING OF THE DRAINAGE BOARD FOR THE AUGUSTA DRAIN

June 23, 2020

A meeting of the Drainage Board for the Augusta Drain was held at 2:00 p.m. on the 23rd of June, 2020. The meeting was conducted via GoToMeeting in accordance with the Governor's Executive Order 2020-75 due to the ongoing COVID-19 pandemic. Commissioner Nash read a brief statement regarding the current health crisis and its impact on the Chapter 20 meetings, which can be found in its entirety under "Drainage District Policy".

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

ABSENT: None

Minutes of the meeting held February 25, 2020 were presented for consideration. It was moved by Zack, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3

Nays - 0

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

A Memorandum from John Basch, Senior Attorney, dated June 23, 2020 recommending the Board adopt a resolution to allow the district to share its GIS data with SEMCOG to advance the goals of the regional asset management program was presented. It was moved by Zack, supported by Woodward, to approve the resolution as presented.

ADOPTED: Yeas - 3

Nays - 0

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

ADOPTED: Yeas - 3

Nays - (

There being no further business, the meeting was adjourned.

Jim Nash, Chairperson

Page 1 of 2

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Augusta Drain, Oakland County, Michigan, held on the 23rd day of June, 2020, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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

> Him Trans Jim Nash, Chairperson

Dated: July _____, 2020

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

MEMORANDUM

TO: Jim Nash, Chairman

Augusta Drain Drainage Board

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

SUBJECT: Clean Water State Revolving Fund Resolution to Adopt a Final Project Plan

DATE: May 24, 2022

With a goal to address nonpoint source pollution control and stormwater treatment throughout the County, WRC hired Hubbell, Roth, and Clark, Inc. (HRC) to develop a project plan in accordance with the Clean Water State Revolving Fund (CWSRF) guidance. The plan identifies seventeen (17) nonpoint source projects across the County and within multiple drainage districts. The CWSRF project plan was advertised in the Oakland Press and has been publicly available since April 15, 2022. A public meeting was held on Monday, May 16, 2022, in order to hear and address any public comment but there were no comments received. To be eligible for the State Revolving Fund loan, a resolution that adopts the final project plan must be passed from each participating entity. Neither the project plan nor the resolution commits the Drainage Boards to implement the project(s) or administer the loan(s).

Board Action Requested:

Authorize the Chairperson to sign the resolution adopting the final SRF project plan.

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

Page 1 of 1 Rev.: 02/12/2018

A RESOLUTION ADOPTING A FINAL PROJECT PLAN FOR WASTEWATER SYSTEM IMPROVEMENTS AND DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE

WHEREAS there is a recognized need to make improvements to existing Nonpoint Source (NPS) pollution control and/or stormwater treatment system in the Augusta Drain Drainage District; and

WHEREAS the Office of the Oakland County Water Resources Commissioner has authorized Hubbell, Roth and Clark, a consulting engineering firm, to prepare a Project Plan, which recommends the construction of Nonpoint Source projects; and

WHEREAS the Project Plan was presented at a Public Hearing held on May 16, 2022, and all public comments have been considered and addressed.

NOW THEREFORE BE IT RESOLVED that the Augusta Drain Drainage Board formally adopts the Project Plan and agrees to implement the selected alternative to meet NPS pollution prevention goals. (Alternative No. 1)

BE IT FURTHER RESOLVED that the <u>Commissioner</u>, a position currently held by <u>Jim Nash</u>, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of the Project Plan as the first step in applying to the State of Michigan for a revolving fund loan to assist in the implementation of the selected alternative.

Yeas:		
Nays:		
Abstair	1:	
Absent	:	
I certif	y that the above Resolution was adopted by the Cha	apter 20 Drainage District on May 24, 2022.
BY:	Jim Nash, Oakland County Water Resources Comm Name and Title (please print or type)	nissioner
	Signature	Date

Chapter 20 Drainage Board Meeting

Regular Meeting – Tuesday, May 24, 2022

6. Hamlin Drain

AGENDA

DRAINAGE BOARD FOR THE HAMLIN DRAIN

May 24, 2022

- 1. Call meeting to order
- 2. Approve minutes of meeting of August 24, 2022
- 3. Public Comments
- 4. Present Memorandum from Lynne Seymour, P.E., Chief Engineer, dated May 24, 2022, requesting the Chairperson to sign the resolution adopting the final State Revolving Fund project plan
- 5. Other business
- 6. Approve pro rata payment to Drainage Board members
- 7. Adjourn

MINUTES OF THE MEETING OF THE DRAINAGE BOARD FOR THE HAMLIN DRAIN

August 24, 2021

A meeting of the Drainage Board for the Hamlin 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 24th day of August, 2021.

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 27, 2021 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 payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$2,097.82 (as attached) was presented. It was moved by Markham, supported by Nash, to approve the payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$2,097.82.

ADOPTED: Yeas - 2

Navs - 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 Hamlin Drain, Oakland County, Michigan, held on the 24th day of August, 2021, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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

Jim Nash, Chairperson

Dated: August 24, 2021

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

MEMORANDUM

TO: Jim Nash, Chairman

Hamlin Drain Drainage Board

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

SUBJECT: Clean Water State Revolving Fund Resolution to Adopt a Final Project Plan

DATE: May 24, 2022

With a goal to address nonpoint source pollution control and stormwater treatment throughout the County, WRC hired Hubbell, Roth, and Clark, Inc. (HRC) to develop a project plan in accordance with the Clean Water State Revolving Fund (CWSRF) guidance. The plan identifies seventeen (17) nonpoint source projects across the County and within multiple drainage districts. The CWSRF project plan was advertised in the Oakland Press and has been publicly available since April 15, 2022. A public meeting was held on Monday, May 16, 2022 in order to hear and address any public comment but there were no comments received. To be eligible for the State Revolving Fund loan, a resolution that adopts the final project plan must be passed from each participating entity. Neither the project plan nor the resolution commits the Drainage Boards to implement the project(s) or administer the loan(s).

Board Action Requested:

Authorize the Chairperson to sign the resolution adopting the final SRF project plan.

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

Page 1 of 1 Rev.: 02/12/2018

A RESOLUTION ADOPTING A FINAL PROJECT PLAN FOR WASTEWATER SYSTEM IMPROVEMENTS AND DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE

WHEREAS there is a recognized need to make improvements to existing Nonpoint Source (NPS) pollution control and/or stormwater treatment system in the Hamlin Drain Drainage District; and

WHEREAS the Office of the Oakland County Water Resources Commissioner has authorized Hubbell, Roth and Clark, a consulting engineering firm, to prepare a Project Plan, which recommends the construction of Nonpoint Source projects; and

WHEREAS the Project Plan was presented at a Public Hearing held on May 16, 2022, and all public comments have been considered and addressed.

NOW THEREFORE BE IT RESOLVED that the Hamlin Drain Drainage Board formally adopts the Project Plan and agrees to implement the selected alternative to meet NPS pollution prevention goals. (Alternative No. 1)

BE IT FURTHER RESOLVED that the <u>Commissioner</u>, a position currently held by <u>Jim Nash</u>, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of the Project Plan as the first step in applying to the State of Michigan for a revolving fund loan to assist in the implementation of the selected alternative.

Yeas:		
Nays:		
Abstair	1:	
Absent	:	
I certify	y that the above Resolution was adopted by the Chapter 20 Di	rainage District on May 24, 2022.
BY:	Jim Nash, Oakland County Water Resources Commissioner Name and Title (please print or type)	
	Signature	Date

Chapter 20 Drainage Board Meeting

Regular Meeting – Tuesday, May 24, 2022

7. Mainland Drain

AGENDA

DRAINAGE BOARD FOR THE MAINLAND DRAIN

May 24, 2022

- 1. Call meeting to order
- 2. Approve minutes of meeting of March 22, 2022
- 3. Public Comments
- 4. Present Memorandum from Lynne Seymour, P.E., Chief Engineer, dated May 24, 2022, requesting the Chairperson to sign the resolution adopting the final State Revolving Fund project plan
- 5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$7,162.66
- 6. Other business
- 7. Approve pro rata payment to Drainage Board members
- 8. Adjourn

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

March 22, 2022

A meeting of the Drainage Board for the Mainland Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 22nd day of March 2022.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

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

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

Minutes of the meeting held February 28, 2022, 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.

Chairperson Nash presented proofs of publication and mailing of the notice of the public hearing to hear objections to the apportionment of cost for the Mainland Drain. It was moved by Markham, supported by Nash, to receive and file the proofs of publication and mailing.

ADOPTED: Yeas - 2

Nays - 0

Chairperson Nash opened the Public Hearing on Revised Apportionment of Cost at 2:23 p.m. and asked if any written objections had been received. There were none.

Chairperson Nash asked for comments or objections from those in attendance. Geoff Wilson, P.E., Drain Maintenance Engineer, presented a letter dated February 14, 2022, from the State of Michigan accepting the apportionment changes to the Drainage District. It was moved by Markham, supported by Nash, to receive and file the letter from the State of Michigan accepting the apportionment changes to the Drainage District.

ADOPTED: Yeas - 2

Nays - 0

There being no further comments, Chairperson Nash closed the Public Hearing on Revised Apportionment of Cost at 2:26 p.m.

A resolution to confirm the revised apportionment of costs of operation and maintenance and direct the Chairperson to issue a Final Order of Apportionment (as attached) was presented. It was moved by Markham, supported by Nash, to adopt the resolution as presented and direct the Chairperson to issue a Final Order of Apportionment.

ADOPTED: Yeas - 2 Nays - 0

The Final Order of Apportionment (as attached) was presented. It was moved by Markham, supported by Nash, to accept the Final Order of Apportionment.

ADOPTED: Yeas - 2 Nays - 0

A memorandum from Lynne Seymour, P.E., Chief Engineer, dated March 22, 2022, requesting the Board to direct staff to proceed with the full application for the Hazard Mitigation Grant Program for funding of improvement to the drain and authorize the Chairperson to sign the Commitment of Funds letter prior to April 15, 2022, was presented. It was moved by Markham, supported by Nash to direct staff to proceed with the full application for the Hazard Mitigation Grant Program for funding of improvement to the drain and authorize the Chairperson to sign the Commitment of Funds letter prior to April 15, 2022, 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.

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 Mainland Drain, Oakland County, Michigan, held on the 22^{nd} day of March 2022, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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

Jim Nash, Chairperson

Dated: March 22, 2022

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

MEMORANDUM

TO: Jim Nash, Chairman

Mainland Drain Drainage Board

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

SUBJECT: Clean Water State Revolving Fund Resolution to Adopt a Final Project Plan

DATE: May 24, 2022

With a goal to address nonpoint source pollution control and stormwater treatment throughout the County, WRC hired Hubbell, Roth, and Clark, Inc. (HRC) to develop a project plan in accordance with the Clean Water State Revolving Fund (CWSRF) guidance. The plan identifies seventeen (17) nonpoint source projects across the County and within multiple drainage districts. The CWSRF project plan was advertised in the Oakland Press and has been publicly available since April 15, 2022. A public meeting was held on Monday, May 16, 2022 in order to hear and address any public comment but there were no comments received. To be eligible for the State Revolving Fund loan, a resolution that adopts the final project plan must be passed from each participating entity. Neither the project plan nor the resolution commits the Drainage Boards to implement the project(s) or administer the loan(s).

Board Action Requested:

Authorize the Chairperson to sign the resolution adopting the final SRF project plan.

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

Page 1 of 1 Rev.: 02/12/2018

A RESOLUTION ADOPTING A FINAL PROJECT PLAN FOR WASTEWATER SYSTEM IMPROVEMENTS AND DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE

WHEREAS there is a recognized need to make improvements to existing Nonpoint Source (NPS) pollution control and/or stormwater treatment system in the Mainland Drain Drainage District; and

WHEREAS the Office of the Oakland County Water Resources Commissioner has authorized Hubbell, Roth and Clark, a consulting engineering firm, to prepare a Project Plan, which recommends the construction of Nonpoint Source projects; and

WHEREAS the Project Plan was presented at a Public Hearing held on May 16, 2022, and all public comments have been considered and addressed.

NOW THEREFORE BE IT RESOLVED that the Mainland Drain Drainage Board formally adopts the Project Plan and agrees to implement the selected alternative to meet NPS pollution prevention goals. (Alternative No. 1)

BE IT FURTHER RESOLVED that the <u>Commissioner</u>, a position currently held by <u>Jim Nash</u>, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of the Project Plan as the first step in applying to the State of Michigan for a revolving fund loan to assist in the implementation of the selected alternative.

Yeas:		
Nays:		
Abstair	1:	
Absent	:	
I certify	y that the above Resolution was adopted	by the Chapter 20 Drainage District on May 24, 2022.
BY:	Jim Nash, Oakland County Water Resou Name and Title (please print or type)	arces Commissioner
	Signature	Date

MEMO TO: Mr. Jim Nash, Chairman

of the Drainage Board for the MAINLAND DRAIN

FROM: Shawn Phelps, Chief of Fiscal Services Syphelps

OCWRC Accounting

DATE: May 24, 2022

SUBJECT: Request for Reimbursement of General Fund

Date	Ref No.	For	Amount
3/22/2022	V01600607	Environmental Consulting & Technology Invoice # 221156 - Contracted Services	2,797.50
9/30/2015	JE224582	PCR2 Illicit Connection Investigation Allocation	344.78
9/30/2015	JE225741	PCR2 Illicit Connection Investigation Allocation	370.44
2002	DRF Journal	2002 Drain Expense paid by Drain revolving Fund	3,649.94
			\$ 7,162.66

Chapter 20 Drainage Board Meeting

Regular Meeting – Tuesday, May 24, 2022

8. Minnow Pond Drain

AGENDA

DRAINAGE BOARD FOR THE MINNOW POND DRAIN

May 24, 2022

- 1. Call meeting to order
- 2. Approve minutes of meeting of August 24, 2021
- 3. Public Comments
- 4. Present Memorandum from Lynne Seymour, P.E., Chief Engineer, dated May 24, 2022, requesting the Chairperson to sign the resolution adopting the final State Revolving Fund project plan
- 5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$340.50
- 6. Other business
- 7. Approve pro rata payment to Drainage Board members
- 8. Adjourn

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

August 24, 2021

A meeting of the Drainage Board for the Minnow Pond Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 24th day of August, 2021.

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 March 23, 2021 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., Assistant Chief Engineer, dated August 24, 2021, requesting the Board approve the engineering services proposal from Hubbell, Roth & Clark, Inc. for invasive plant species control and authorize the Chairperson to execute the Six Rivers Land Conservancy Property Access Agreement (as attached) was presented. It was moved by Markham, supported by Nash, to approve the engineering services proposal from Hubbell, Roth & Clark, Inc. for invasive plant species control and authorize the Chairperson to execute the Six Rivers Land Conservancy Property Access Agreement 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.

Jim Nash, Chairperson

Page 1 of 2

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Minnow Pond Drain, Oakland County, Michigan, held on the 24th day of August, 2021, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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

Jim Nash, Chairperson

Dated: August 24, 2021

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

MEMORANDUM

TO: Jim Nash, Chairman

Minnow Pond Drain Drainage Board

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

SUBJECT: Clean Water State Revolving Fund Resolution to Adopt a Final Project Plan

DATE: May 24, 2022

With a goal to address nonpoint source pollution control and stormwater treatment throughout the County, WRC hired Hubbell, Roth, and Clark, Inc. (HRC) to develop a project plan in accordance with the Clean Water State Revolving Fund (CWSRF) guidance. The plan identifies seventeen (17) nonpoint source projects across the County and within multiple drainage districts. The CWSRF project plan was advertised in the Oakland Press and has been publicly available since April 15, 2022. A public meeting was held on Monday, May 16, 2022 in order to hear and address any public comment but there were no comments received. To be eligible for the State Revolving Fund loan, a resolution that adopts the final project plan must be passed from each participating entity. Neither the project plan nor the resolution commits the Drainage Boards to implement the project(s) or administer the loan(s).

Board Action Requested:

Authorize the Chairperson to sign the resolution adopting the final SRF project plan.

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

Page 1 of 1 Rev.: 02/12/2018

A RESOLUTION ADOPTING A FINAL PROJECT PLAN FOR WASTEWATER SYSTEM IMPROVEMENTS AND DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE

WHEREAS there is a recognized need to make improvements to existing Nonpoint Source (NPS) pollution control and/or stormwater treatment system in the Minnow Pond Drain Drainage District; and

WHEREAS the Office of the Oakland County Water Resources Commissioner has authorized Hubbell, Roth and Clark, a consulting engineering firm, to prepare a Project Plan, which recommends the construction of Nonpoint Source projects; and

WHEREAS the Project Plan was presented at a Public Hearing held on May 16, 2022, and all public comments have been considered and addressed.

NOW THEREFORE BE IT RESOLVED that the Minnow Pond Drain Drainage Board formally adopts the Project Plan and agrees to implement the selected alternative to meet NPS pollution prevention goals. (Alternative No. 1)

BE IT FURTHER RESOLVED that the <u>Commissioner</u>, a position currently held by <u>Jim Nash</u>, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of the Project Plan as the first step in applying to the State of Michigan for a revolving fund loan to assist in the implementation of the selected alternative.

Yeas:		
Nays:		
Abstai	n:	
Absen	: :	
I certif	y that the above Resolution was adopte	ed by the Chapter 20 Drainage District on May 24, 2022.
BY:	Jim Nash, Oakland County Water Res Name and Title (please print or type)	sources Commissioner
	Signature	Date

MEMO TO: Mr. Jim Nash, Chairman

of the Drainage Board for the MINNOW POND DRAIN

FROM: Shawn Phelps, Chief of Fiscal Services

OCWRC Accounting

DATE: May 24, 2022

SUBJECT: Request for Reimbursement of Drain Revolving Fund

Ref

G/L Date	No.	Paid To	For	A	Amount
9/25/2019	V # 1388007	Oakland Heights Development Inc	Invoice# 4243-000014638 - Land Application - 7/15/19	\$	340.50
			Total	\$	340.50

SjPhelps

Chapter 20 Drainage Board Meeting

Regular Meeting – Tuesday, May 24, 2022

9. Pebble Creek Drain

AGENDA

DRAINAGE BOARD FOR THE PEBBLE CREEK DRAIN

May 24, 2022

- 1. Call meeting to order
- 2. Approve minutes of meeting of March 23, 2021
- 3. Public Comments
- 4. Present Memorandum from Lynne Seymour, P.E., Chief Engineer, dated May 24, 2022, requesting the Chairperson to sign the resolution adopting the final State Revolving Fund project plan
- 5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,439.44
- 6. Other business
- 7. Approve pro rata payment to Drainage Board members
- 8. Adjourn

MINUTES OF THE MEETING OF THE DRAINAGE BOARD FOR THE PEBBLE CREEK DRAIN

March 23, 2021

A meeting of the Drainage Board for the Pebble Creek Drain was held at 2:00 p.m. on the 23rd of March, 2021. The meeting was conducted electronically via GoToMeeting in accordance with PA 267 of 1976, as amended, and/or as otherwise provided by law.

The meeting was called to order by the Chairperson. The Board indicated where they were physically located at the time of the meeting as follows:

PRESENT: Jim Nash, Oakland County Water Resources Commissioner, participating from Farmington Hills, Michigan.

David Woodward, Chairperson of the Oakland County Board of Commissioners, participating from Royal Oak, Michigan.

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners, participating from Novi, Michigan.

ABSENT: None.

Minutes of the meeting held August 27, 2019 were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3

Navs - 0

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

A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$34,710 for the Pebble Creek Drain (as attached) were presented. It was moved by Markham, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$34,710 as presented.

ADOPTED: Yeas - 3

Nays - 0

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

ADOPTED: Yeas - 3

Nays - 0

There being no further business, the meeting was adjourned.

Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

Dated: March 30, 2021

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Pebble Creek Drain, Oakland County, Michigan, held on the 23rd day of March, 2021, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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

Jim Nash, Chairperson

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

MEMORANDUM

TO: Jim Nash, Chairman

Pebble Creek Drain Drainage Board

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

SUBJECT: Clean Water State Revolving Fund Resolution to Adopt a Final Project Plan

DATE: May 24, 2022

With a goal to address nonpoint source pollution control and stormwater treatment throughout the County, WRC hired Hubbell, Roth, and Clark, Inc. (HRC) to develop a project plan in accordance with the Clean Water State Revolving Fund (CWSRF) guidance. The plan identifies seventeen (17) nonpoint source projects across the County and within multiple drainage districts. The CWSRF project plan was advertised in the Oakland Press and has been publicly available since April 15, 2022. A public meeting was held on Monday, May 16, 2022 in order to hear and address any public comment but there were no comments received. To be eligible for the State Revolving Fund loan, a resolution that adopts the final project plan must be passed from each participating entity. Neither the project plan nor the resolution commits the Drainage Boards to implement the project(s) or administer the loan(s).

Board Action Requested:

Authorize the Chairperson to sign the resolution adopting the final SRF project plan.

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

Page 1 of 1 Rev.: 02/12/2018

A RESOLUTION ADOPTING A FINAL PROJECT PLAN FOR WASTEWATER SYSTEM IMPROVEMENTS AND DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE

WHEREAS there is a recognized need to make improvements to existing Nonpoint Source (NPS) pollution control and/or stormwater treatment system in the Pebble Creek Drain Drainage District; and

WHEREAS the Office of the Oakland County Water Resources Commissioner has authorized Hubbell, Roth and Clark, a consulting engineering firm, to prepare a Project Plan, which recommends the construction of Nonpoint Source projects; and

WHEREAS the Project Plan was presented at a Public Hearing held on May 16, 2022, and all public comments have been considered and addressed.

NOW THEREFORE BE IT RESOLVED that the Pebble Creek Drain Drainage Board formally adopts the Project Plan and agrees to implement the selected alternative to meet NPS pollution prevention goals. (Alternative No. 1)

BE IT FURTHER RESOLVED that the <u>Commissioner</u>, a position currently held by <u>Jim Nash</u>, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of the Project Plan as the first step in applying to the State of Michigan for a revolving fund loan to assist in the implementation of the selected alternative.

Yeas:		
Nays:		
Abstain	:	
Absent:		
I certify	that the above Resolution was adopted by the Chapter 20 Drai	nage District on May 24, 2022.
BY:	Jim Nash, Oakland County Water Resources Commissioner Name and Title (please print or type)	
	Signature	Date

MEMO TO: Mr. Jim Nash, Chairman

of the Drainage Board for the PEBBLE CREEK DRAIN

FROM: Shawn Phelps, Chief of Fiscal Services

Drain Accounting

SjPhelps

DATE: May 24, 2022

SUBJECT: Request for Reimbursement of Drain Revolving Fund

Request for Board approval of paymnet of the following invoices:

	Ref		
Payable To	No.	For	Amount
Comerica P-Card - Grainger	JE379823	Invoice # 9206650773 - Materials and Supplies - 02/10/22	\$ 1,439.44
		Total	\$ 1,439.44

Chapter 20 Drainage Board Meeting

Regular Meeting – Tuesday, May 24, 2022

10. Nelson Drain

AGENDA

DRAINAGE BOARD FOR THE NELSON DRAIN

May 24, 2022

- 1. Call meeting to order
- 2. Approve minutes of meeting of October 26, 2021
- 3. Public Comment
- 4. Present Memorandum from Lynne Seymour, P.E., Chief Engineer, dated May 24, 2022, requesting the Chairperson to sign the resolution adopting the final State Revolving Fund project plan
- 5. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$18,081
- 6. Other business
- 7. Approve pro rata payment to Drainage Board members
- 8. Adjourn

MINUTES OF THE MEETING OF THE DRAINAGE BOARD FOR THE NELSON DRAIN

October 26, 2021

A meeting of the Drainage Board for the Nelson 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 26th day of October, 2021.

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 August 24, 2021 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 reimbursement of the Drain Revolving Fund in the amount of \$9,455.30 (as attached) was presented. It was moved by Markham, supported by Nash, to approve the payment of invoices and reimbursement of the Drain Revolving Fund in the amount of 9,455.30.

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 - C

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 Nelson Drain, Oakland County, Michigan, held on the 26th day of October, 2021, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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

Jim Nash, Chairperson

Dated: October 26, 2021

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

MEMORANDUM

TO: Jim Nash, Chairman

Nelson Drain Drainage Board

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

SUBJECT: Clean Water State Revolving Fund Resolution to Adopt a Final Project Plan

DATE: May 24, 2022

With a goal to address nonpoint source pollution control and stormwater treatment throughout the County, WRC hired Hubbell, Roth, and Clark, Inc. (HRC) to develop a project plan in accordance with the Clean Water State Revolving Fund (CWSRF) guidance. The plan identifies seventeen (17) nonpoint source projects across the County and within multiple drainage districts. The CWSRF project plan was advertised in the Oakland Press and has been publicly available since April 15, 2022. A public meeting was held on Monday, May 16, 2022 in order to hear and address any public comment but there were no comments received. To be eligible for the State Revolving Fund loan, a resolution that adopts the final project plan must be passed from each participating entity. Neither the project plan nor the resolution commits the Drainage Boards to implement the project(s) or administer the loan(s).

Board Action Requested:

Authorize the Chairperson to sign the resolution adopting the final SRF project plan.

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

Page 1 of 1 Rev.: 02/12/2018

A RESOLUTION ADOPTING A FINAL PROJECT PLAN FOR WASTEWATER SYSTEM IMPROVEMENTS AND DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE

WHEREAS there is a recognized need to make improvements to existing Nonpoint Source (NPS) pollution control and/or stormwater treatment system in the Nelson Drain Drainage District; and

WHEREAS the Office of the Oakland County Water Resources Commissioner has authorized Hubbell, Roth and Clark, a consulting engineering firm, to prepare a Project Plan, which recommends the construction of Nonpoint Source projects; and

WHEREAS the Project Plan was presented at a Public Hearing held on May 16, 2022, and all public comments have been considered and addressed.

NOW THEREFORE BE IT RESOLVED that the Nelson Drain Drainage Board formally adopts the Project Plan and agrees to implement the selected alternative to meet NPS pollution prevention goals. (Alternative No. 1)

BE IT FURTHER RESOLVED that the <u>Commissioner</u>, a position currently held by <u>Jim Nash</u>, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of the Project Plan as the first step in applying to the State of Michigan for a revolving fund loan to assist in the implementation of the selected alternative.

Yeas:		
Nays:		
Abstair	1:	
Absent	:	
I certif	y that the above Resolution was adopted by <u>th</u>	ne Chapter 20 Drainage District on May 24, 2022.
BY:	Jim Nash, Oakland County Water Resources (Name and Title (please print or type)	Commissioner
	Signature	Date

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

Assessment for emergency repair expenses from August 2021

Date last assessment approved: 08/24/21

Last Assessment: \$91,187 Current Available Cash: \$2,774)

Expenditure History:	Fiscal Year	Amount
	2015	\$5,518
	2016	\$5,161
	2017	\$21,012
	2018	\$6,933
	2019	\$1,143
	2020	\$45,605
	2021	\$34,222

Recommended Assessment:

Current Cash Deficit*	\$2,774
Total Anticipated Maintenance Expenses**	\$0
Additional Emergency Repair Expenses	\$15,307

TOTAL RECOMMENDED ASSESSMENT \$18,081

Prepared by: Michael R. McMaho.	n Date:	5/24/2022
Michael R. McMahon, P.E Chief Engine	er	
Approved by:	Date:	
Brian Coburn, P.E Manager	Batc.	

,

Note: Current Available Cash as of March 31, 2022, Fiscal Services Division Report.

^{*}Current Cash deficit reflects expenditures for the emergency repair at Rochester Road & Square Lake

^{**}Anticipated Maintenance Expenses for 2021-2023 were previously collected with the 8/24/2021 assessment

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE NELSON DRAIN

Public Corporation	*Percentage of Apportionment	Assessment	Payment #1	Payment #2	Payment #3
City of Troy	90.4500%	\$ 16,354.26	\$ 16,354.26	-	-
County of Oakland	4.6000%	\$ 831.73	\$ 831.73	-	-
State of Michigan	4.9500%	\$ 895.01	\$ 895.01	-	-
Total	100.000%	\$ 18,081.00	\$ 18,081.00	s -	\$ -

^{*}Apportionment based on Final Order of Apportionment dated 5/8/1985.

Assessment Payment Due Date(s): Payment #1 06/30/2022

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the
Nelson Drain in accordance with the direction of the Drainage Board
and the statutory provisions applicable thereto.

Jim Nash

Chairman of the Drainage Board for the Nelson Drain

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

Jim Nash

Chairman of the Drainage Board for the Nelson Drain

Chapter 20 Drainage Board Meeting

Regular Meeting – Tuesday, May 24, 2022

11. Hoot Drain

AGENDA

DRAINAGE BOARD FOR THE HOOT DRAIN

May 24, 2022

- 1. Call meeting to order
- 2. Approve minutes of meeting of February 25, 2020
- 3. Public Comment
- 4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$6,000
- 5. Other business
- 6. Approve pro rata payment to Drainage Board members
- 7. Adjourn

MINUTES OF THE MEETING OF THE DRAINAGE BOARD FOR THE HOOT DRAIN

February 25, 2020

A meeting of the Drainage Board for the Hoot Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 11:30 a.m. on the 25th day of February, 2020.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Gwen Markham, Vice Chairperson of the Finance Committee, Oakland County

Board of Commissioners

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

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

Commissioners

Minutes of the meeting held August 28, 2018 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 Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$5,100 for the Hoot Drain (as attached) were presented. It was moved by Markham, supported by Nash, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$5,100 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.

Jim Nash, Chairperson

Page 1 of 2

OAKLAND COUNTY WATER RESOURCES COMMISSIONER MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE **Hoot Drain**

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2020 through 2022

Last Assessment: \$8,112

Date last assessment approved: 08/28/18

TOTAL RECOMMENDED ASSESSMENT

Current Available Cash: \$568

Expenditure History:	Fiscal Year	Amount
	2013	\$1,327
	2014	\$725
	2015	\$1,137
	2016	\$871
	2017	\$774
	2018	\$1,970
	2019	\$1,748
		29
Estimated Expenditures:	Year	Amount
	400 to 30	
	2020	\$1,700
	2021	\$1,700
	2022	\$1,700
s .	Total	\$5,100
Recommended Assessment:		
Current Cash Deficit	\$0	
Total Anticipated Expenses 2020 - 2022	\$5,100	
Proposed Project Expenses	\$0	

Prepared by: Michael A. MyMakon	Date: 2/25/20
Michael R. McMahon, P.E Chief Engineer	
Approved by: Steven A. Korth, P.E Manager	Date: 2/25/20

\$5,100

Note: Current Available Cash as of December 31, 2019, Fiscal Services Division Report.

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE HOOT DRAIN

Public Corporation	*Percentage of Apportionment	 al Amount Assessment	P	ayment #1	Payr	nent #2		Payment #3
City of Rochester Hills	81.640%	\$ 4,163.64	\$	4,163.64	ž.		120	
County of Oakland	18.360%	\$ 936.36	\$	936.36	8		·	
Total	100.000%	\$ 5,100.00	\$	5,100.00	s		\$	

^{*}Apportionment based on Final Order of Apportionment dated 01/28/1994.

Assessment Payment Due Date(s): Payment #1 03/31/2020

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Hoot Drain for the fiscal years 2020 - 2022 in accordance with the direction of the Drainage Board and the Statutory provisions applicable thereto.

Jim Nash

Chairman of the Drainage Board for the Hoot Drain

The foregoing Special Assessment Roll for the maintenance of the Hoot Drain was approved by the Drainage Board on 2/25/20

Jim Nash

Chairman of the Drainage Board for the Hoot Drain

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Hoot Drain, Oakland County, Michigan, held on the 25th day of February, 2020, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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

Jim Nash, Chairperson

Dated: March 9, 2020

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

Assessment for estimated maintenance expenses for fiscal years: 2022 through 2024

		_	
Date last assessment approved:	02/25/20		
Last Assessment:	V = V	\$5,100	
Current Available Cash:		\$1,364	
		. ,	
Expenditure History:	Fiscal Year	Amount	_
	2015	\$1,137	
	2016	\$871	
	2017	\$774	
	2018	\$1,969	
	2019	\$1,748	
	2020	\$1,632	
	2021	\$1,269	
Estimated Expenditures:	Year	Amount	
			-
	2022	\$2,000	
	2023	\$2,000	
<u>-</u>	2024	\$2,000	_
	Total	\$6,000	
Recommended Assessment:			
Current Cash Deficit		\$0	
Total Anticipated Expenses 2022 - 2024		\$6,000	
TOTAL RECOMMENDED ASSESSMENT		\$6,000	
www.haaloamanahaa			Date: 05/24/2022
repared by: Michael R. McMahon Michael R. McMahon, P.E Chief Engineer			Date: <u>U3/24/2U22</u>
,			Deter
pproved by: Brian Coburn, P.E Manager			Date:

Note: Current Available Cash as of March 31, 2022, Fiscal Services Division Report.

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE HOOT DRAIN

Public Corporation	*Percentage of Apportionment	Amount sessment	Payment #1	Payment #2	P	Payment #3
City of Rochester Hills	81.6400%	\$ 4,898.40	\$ 4,898.40	-		-
County of Oakland	18.3600%	\$ 1,101.60	\$ 1,101.60	-		-
Total	100.000%	\$ 6,000.00	\$ 6,000.00	\$ -	\$	_

^{*}Apportionment based on Final Order of Apportionment dated 1/28/1994.

Assessment Payment Due Date(s): Payment #1 06/30/2022

Chairman of the Drainage Board for the Hoot Drain

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Hoot Drain for the fiscal years 2022- 2024 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.
Jim Nash Chairman of the Drainage Board for the Hoot Drain
The foregoing Special Assessment Roll for the maintenance of the Hoot Drain was approved by the Drainage Board on
Jim Nash

Chapter 20 Drainage Board Meeting

Regular Meeting – Tuesday, May 24, 2022

12. Ireland Drain

AGENDA

DRAINAGE BOARD FOR THE IRELAND DRAIN

May 24, 2022

- 1. Call meeting to order
- 2. Approve minutes of meeting of March 26, 2019
- 3. Public Comment
- 4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$45,830
- 5. Other business
- 6. Approve pro rata payment to Drainage Board members
- 7. Adjourn

MINUTES OF THE MEETING OF THE DRAINAGE BOARD FOR THE IRELAND DRAIN

March 26, 2019

A meeting of the Drainage Board for the Ireland 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 26th day of March 2019.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

ABSENT: None

Minutes of the meeting held February 26, 2019 were presented for consideration. It was moved by Zack, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3 Navs - 0

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

A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$69,123 for the Ireland Drain (as attached) were presented. It was moved by Zack, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$69,123 as presented.

ADOPTED: Yeas - 3 Nays - 0

A request for reimbursement of the Drain Revolving Fund in the amount of \$405.44 (as attached) was presented. It was moved by Zack, supported by Woodward, that the Drain Revolving Fund be reimbursed in the amount of \$405.44.

ADOPTED: Yeas - 3 Nays - 0

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

ADOPTED: 3 Yeas -

Nays -

There being no further business, the meeting was adjourned.

Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Ireland Drain, Oakland County, Michigan, held on the 26th day of March 2019, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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

Jim Nash, Chairperson

Dated: April 16, 2019

OAKLAND COUNTY WATER RESOURCES COMMISSIONER MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE <u>Ireland Drain</u>

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2022 through 2024

Date last assessment approved: Last Assessment: Current Available Cash: Expenditure History:		\$69,123 (\$830)		
		(\$830)		
Expenditure History:			,	
•	Fiscal Year	Amount	_	
	2015	\$1,371		
	2016	\$13,142		
	2017	\$16,193		
	2018	\$9,560		
	2019	\$5,103		
	2020	\$13,932		
	2021	\$2,824		
Estimated Expenditures:	Year	Amount	_	
	2022	\$9,800		
	2023	\$9,800		
	2024	\$9,800		
	Total	\$29,400	_	
Recommended Assessment:				
Current Cash Deficit		\$830		
Total Anticipated Expenses 2022 - 2024		\$29,400		
Proposed Special Maintenance Expenses		\$15,600		
TOTAL RECOMMENDED ASSESSMENT		\$45,830		
epared by: Michael R. McMahon			Date:	5/24/2022
Michael R. McMahon, P.E Chief Engineer				0,2 1,2022
proved by:			Date:	

Note: Current Available Cash as of March 31, 2022, Fiscal Services Division Report.

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE IRELAND DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment Payment #1		Payment #2	Payment #3	
City of Rochester Hills	94.6500%	\$	43,378.10	\$ 43,378.10	-	-
County of Oakland	2.6700%	\$	1,223.66	\$ 1,223.66	-	-
State of Michigan	2.6800%	\$	1,228.24	\$ 1,228.24	-	-
Total	100.000%	\$	45,830.00	\$ 45,830.00	\$ -	\$ -

^{*}Apportionment based on Final Order of Apportionment dated 4/26/1988.

Chairman of the Drainage Board for the Ireland Drain

appearance and the cross of appearance and was 15000
Assessment Payment Due Date(s): Payment #1 06/30/2022
I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Ireland Drain for the fiscal years 2022- 2024 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.
Jim Nash Chairman of the Drainage Board for the Ireland Drain
The foregoing Special Assessment Roll for the maintenance of the Ireland Drain was approved by the Drainage Board on
Tim Nach

Chapter 20 Drainage Board Meeting

Regular Meeting – Tuesday, May 24, 2022

13. Robert J. Evans Relief Drain

AGENDA

DRAINAGE BOARD FOR THE ROBERT J. EVANS RELIEF DRAIN

May 24, 2022

- 1. Call meeting to order
- 2. Approve minutes of meeting of June 26, 2018
- 3. Public Comment
- 4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$18,373
- 5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,434.79
- 6. Other business
- 7. Approve pro rata payment to Drainage Board members
- 8. Adjourn

MINUTES OF THE MEETING OF THE DRAINAGE BOARD FOR THE ROBERT J. EVANS RELIEF DRAIN

June 26, 2018

A meeting of the Drainage Board for the Robert J. Evans Relief 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 26th day of June, 2018.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Thomas F. Middleton, Chairperson of the Finance Committee,

Oakland County Board of Commissioners

ABSENT: Michael Gingell, Chairperson of the Oakland County Board of Commissioners

Minutes of the meeting held July 15, 2008 were presented for consideration. It was moved by Middleton, 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 resolution for the restatement of the Construction Surplus and Maintenance Fund for the Robert J. Evans Relief Drain (as attached) was presented. Because the fund has a cash balance of \$54,654.31, and only \$8,400 is sufficient for future maintenance, repair and inspection costs, it was proposed that 91.29 percent of the surplus, amounting to \$42,225.55 be returned to the City of Rochester Hills and the remaining 8.71 percent, or \$4,028.76, be returned to the State of Michigan. It was moved by Middleton, supported by Nash, to approve the restatement of Construction Surplus and Maintenance Fund for the Robert J. Evans Relief Drain as presented.

ADOPTED: Yeas - 2

Nays - 0

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

ADOPTED: Yeas - 2

Nays - 0

There being no further business, the meeting was adjourned.

Jim Wash, Chairperson

Page 1 of 2

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 Robert J. Evans Relief Drain, Oakland County, Michigan, held on the 26th day of June, 2018, 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 Robert J. Evans Relief Drain Drainage District.

Jim Nash, Chairperson

Dated: July 23_, 2018

OAKLAND COUNTY WATER RESOURCES COMMISSIONER MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE <u>Robert J. Evans Relief Drain</u>

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2022 through 2024

Date last assessment approved:	N/A		
Last Assessment:	IN/A	N/A	
Current Available Cash:		(\$4,173)	
Current Avanable Cash.		(\$4,173)	
Expenditure History:	Fiscal Year	Amount	-
	2015	\$3,617	
	2016	\$1,290	
	2017	\$2,929	
	2018	\$1,669	
	2019	\$3,242	
	2020	\$3,979	
	2021	\$5,607	
Estimated Expenditures:	Year	Amount	_
	2022	\$3,900	
	2023	\$3,900	
	2024	\$3,900	
_	Total	\$11,700	-
Recommended Assessment:			
Current Cash Deficit		\$4,173	
Total Anticipated Expenses 2022 - 2024		\$11,700	
Proposed Special Maintenance Expenses		\$2,500	
TOTAL RECOMMENDED ASSESSMENT		\$18,373	
7.4. / / / 7.4.7.4 /			E/0.4/0000
repared by: Wichael R. WcMahon Michael R. McMahon, P.E Chief Engineer			_Date: <u>5/24/2022</u>
			_
pproved by:			Date:

Note: Current Available Cash as of March 31, 2022, Fiscal Services Division Report.

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE ROBERT J. EVANS RELIEF DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment Payment #1			Payment #1	Payment #2	Payment #3
City of Rochester Hills	91.2900%	\$	16,772.71	\$	16,772.71	-	-
State of Michigan	8.7100%	\$	1,600.29	\$	1,600.29	-	-
Total	100.000%	\$	18,373.00	\$	18,373.00	s -	\$ -

^{*}Apportionment based on Final Order of Apportionment dated 1/28/1994.

Chairman of the Drainage Board for the Robert J. Evans Relief Drain

Assessment Payment Due Date(s): Payment #1 06/30/2022

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Robert J. Evans Relief Drain for the fiscal years 2022- 2024 in accordance with the direction of the Drainage Boar and the statutory provisions applicable thereto.
Jim Nash Chairman of the Drainage Board for the Robert J. Evans Relief Drain
The foregoing Special Assessment Roll for the maintenance of the Robert J. Evans Relief Drain was approved by the Drainage Board on
Jim Nash

MEMO TO: Mr. Jim Nash, Chairman

of the Drainage Board for the ROBERT J EVANS RELIEF DRAIN

FROM: Shawn Phelps, Chief of Fiscal Services

SjPhelpa

OCWRC Accounting

DATE: May 24, 2022

SUBJECT: Request for Reimbursement of Drain Equipment Fund

Ref

Date	No.	Paid To	For	Amount
07/31/21	JV364009	Comerica P-Card - Security Fence & Supply Co	Invocie # 82284 - Maintenance Supplies - 7/23/821	\$1,434.79
				\$1,434.79

Chapter 20 Drainage Board Meeting

Regular Meeting – Tuesday, May 24, 2022

14. Robert Huber Drain

AGENDA

DRAINAGE BOARD FOR THE ROBERT HUBER DRAIN

May 24, 2022

- 1. Call meeting to order
- 2. Approve minutes of meeting of March 26, 2019
- 3. Public Comment
- 4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$13,753
- 5. Other business
- 6. Approve pro rata payment to Drainage Board members
- 7. Adjourn

MINUTES OF THE MEETING OF THE DRAINAGE BOARD FOR THE ROBERT HUBER DRAIN

March 26, 2019

A meeting of the Drainage Board for the Robert Huber 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 26th day of March 2019.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

ABSENT: None

Minutes of the meeting held May 18, 2010 were presented for consideration. It was moved by Zack, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3 Nays - 0

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

A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$19,043 for the Robert Huber Drain (as attached) were presented. It was moved by Woodward, supported by Zack, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$19,043 as presented.

ADOPTED: Yeas - 3 Nays - 0

A request for reimbursement of the Drain Revolving Fund in the amount of \$156.29 (as attached) was presented. It was moved by Woodward, supported by Zack, that the Drain Revolving Fund be reimbursed in the amount of \$156.29.

ADOPTED: Yeas - 3 Nays - 0

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

ADOPTED: Yeas - 3 Nays - 0

There being no further business, the meeting was adjourned.

Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Robert Huber Drain, Oakland County, Michigan, held on the 26th day of March 2019, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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

Jim Nash, Chairperson

OAKLAND COUNTY WATER RESOURCES COMMISSIONER MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE <u>Robert Huber Drain</u>

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2022 through 2024

Date last assessment approved: Last Assessment: Current Available Cash:	03/26/19	\$19,043 (\$1,653)	
Expenditure History:	Fiscal Year	Amount	_
	2015	\$2,635	
	2016	\$4,668	
	2017	\$1,020	
	2017	\$967	
	2019	\$1,506	
	2020	\$1,653	
	2021	\$3,892	
Estimated Expenditures:	Year	Amount	_
	2022	\$2,600	_
	2022	\$2,600	
	2024	\$2,600	
-	Total	\$7,800	_
Recommended Assessment:			
Current Cash Deficit		\$1,653	
Total Anticipated Expenses 2022 - 2024		\$7,800	
Proposed Special Maintenance Expenses		\$4,300	
TOTAL RECOMMENDED ASSESSMENT		\$13,753	
Tad: 6 A O Tad Tad 1			E /0.4 /0.000
Prepared by: Wichael R. McMahon Michael R. McMahon, P.E Chief Engineer			_Date: <u>5/24/2022</u>
Approved by:			_Date:

Note: Current Available Cash as of March 31, 2022, Fiscal Services Division Report.

Brian Coburn, P.E. - Manager

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE ROBERT HUBER DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment		Payment #1	Payment #2	Payment #3	
City of Rochester Hills	91.8800%	\$	12,636.26	\$ 12,636.26	-	-	
County of Oakland	8.1200%	\$	1,116.74	\$ 1,116.74	-	-	
Total _	100.000%	\$	13,753.00	\$ 13,753.00	\$ -	\$ -	

^{*}Apportionment based on Final Order of Apportionment dated 8/30/1994.

Assessment Payment Due Date(s): Payment #1 06/30/2022

Chairman of the Drainage Board for the Robert Huber Drain

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Robert Huber Drain for the fiscal years 2022- 2024 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.
Jim Nash Chairman of the Drainage Board for the Robert Huber Drain
The foregoing Special Assessment Roll for the maintenance of the Robert Huber Drain was approved by the Drainage Board on
Jim Nash

Chapter 20 Drainage Board Meeting

Regular Meeting – Tuesday, May 24, 2022

15. Charles R. Moon Drain

AGENDA

DRAINAGE BOARD FOR THE CHARLES R. MOON DRAIN

May 24, 2022

- 1. Call meeting to order
- 2. Approve minutes of meeting of March 26, 2019
- 3. Public Comments
- 4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$8,449
- 5. Other business
- 6. Approve pro rata payment to Drainage Board members
- 7. Adjourn

MINUTES OF THE MEETING OF THE DRAINAGE BOARD FOR THE CHARLES R. MOON DRAIN

March 26, 2019

A meeting of the Drainage Board for the Charles R. Moon 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 26th day of March 2019.

The meeting was called to order by the Chairperson.

PRESENT:

Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

Helaine Zack, Chairperson of the Finance Committee,

Oakland County Board of Commissioners

ABSENT:

None

Minutes of the meeting held March 24, 2009 were presented for consideration. It was moved by Zack, supported by Woodward, that the minutes be approved.

ADOPTED:

Yeas -3

Nays -

0

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

A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$10,371 for the Charles R. Moon Drain (as attached) were presented. It was moved by Woodward, supported by Zack, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$10,371 as presented.

ADOPTED: Yeas -

3

Navs -

0

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

ADOPTED:

Yeas -

3

Nays -

0

There being no further business, the meeting was adjourned.

Jim Nash, Chairperson

Page 1 of 2

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Charles R. Moon Drain, Oakland County, Michigan, held on the 26th day of March 2019, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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

Jim Nash, Chairperson

Dated: April 15, 2019

OAKLAND COUNTY WATER RESOURCES COMMISSIONER MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE <u>Charles R. Moon Drain</u>

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2022 through 2024

Date last assessment approved:	03/26/19		
Last Assessment:		\$10,371	
Current Available Cash:		(\$549)	
Expenditure History:	Fiscal Year	Amount	-
	2015	\$1,215	
	2016	\$801	
	2017	\$767	
	2018	\$1,563	
	2019	\$1,406	
	2020	\$1,908	
	2021	\$3,520	
Estimated Expenditures:	Year	Amount	_
	2022	\$2,400	
	2023	\$2,400	
	2024	\$2,400	
_	Total	\$7,200	-
Recommended Assessment:			
Current Cash Deficit		\$549	
Total Anticipated Expenses 2022 - 2024		\$7,200	
Proposed Special Maintenance Expenses		\$700	
TOTAL RECOMMENDED ASSESSMENT		\$8,449	
repared by: <u>Michael R. McMahon</u>			Date: <u>5/24/2022</u>
Michael R. McMahon, P.E Chief Engineer			
pproved by:			Date:

Note: Current Available Cash as of March 31, 2022, Fiscal Services Division Report.

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE CHARLES R. MOON DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment Payment #1		Payment #2	Pa	ayment #3	
City of Rochester Hills	81.5800%	\$	6,892.69	\$ 6,892.69	-		-
County of Oakland	18.4200%	\$	1,556.31	\$ 1,556.31	-		-
Total =	100.000%	\$	8,449.00	\$ 8,449.00	\$ -	\$	_

^{*}Apportionment based on Final Order of Apportionment dated 12/17/2002.

Assessment Payment Due Date(s): Payment #1 06/30/2022

Assessment Fayment Due Date(s). Fayment #1 00/30/2022
I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Charles R. Moon Drain for the fiscal years 2022- 2024 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.
Jim Nash Chairman of the Drainage Board for the Charles R. Moon Drain
The foregoing Special Assessment Roll for the maintenance of the Charles R. Moon Drain was approved by the Drainage Board on

Jim Nash

Chairman of the Drainage Board for the Charles R. Moon Drain