

NOTICE OF MEETINGS
DRAINAGE BOARD FOR THE FOLLOWING DRAINS:

1. Drainage District Policy
2. Acacia Park CSO Drain
3. Birmingham CSO Drain
4. Bloomfield Village CSO Drain
5. Clinton River Water Resource Recovery Facility
6. George W. Kuhn Drain
7. Wilmont Relief Drain
8. Edwards Relief Drain

NOTICE IS HEREBY GIVEN THAT MEETINGS OF THE DRAINAGE BOARD FOR THE ABOVE-MENTIONED DRAINS WILL COMMENCE AT **2:00 P.M.**, ON **TUESDAY, JANUARY 26, 2021** VIA GOTOMEETING. THOSE THAT WISH TO PARTICIPATE MAY FOLLOW THE INSTRUCTIONS ATTACHED TO THIS NOTICE.

THIS BOARD MEETING IS BEING CONDUCTED ELECTRONICALLY IN ACCORDANCE WITH THE PROVISIONS OF THE OPEN MEETINGS ACT, PA 267 OF 1976, AS AMENDED, AND/OR AS OTHERWISE PROVIDED BY LAW.

DURING THE ELECTRONIC 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 MEGAN KOSS AT KOSSM@OAKGOV.COM.

PERSONS WITH DISABILITIES THAT NEED ASSISTANCE PARTICIPATING IN THE MEETING SHOULD CONTACT MEGAN KOSS AT KOSSM@OAKGOV.COM.

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

Posted by: January 22, 2021

January 26, 2021 Chapter 20 meeting
Tue, Jan 26, 2021 2:00 PM - 4:00 PM (EST)

Please join my meeting from your computer, tablet or smartphone.
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Chapter 20 Drainage Board Meeting
Regular Meeting – Tuesday January 26, 2021

1. Drainage District Policy

AGENDA

DRAINAGE BOARD FOR POLICY MATTERS

January 26, 2021

1. Call meeting to order
2. Approve minutes of meeting of October 27, 2020
3. Public Comments
4. Meadowbrook insurance renewal proposal and approval of invoice
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

October 27, 2020

A meeting of the Drainage Board for Policy Matters was held at 2:00 p.m. on the 27th of October, 2020. The meeting was conducted electronically via GoToMeeting in accordance with the Open Meetings Act, PA 267 of 1976, as amended.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Helaine Zack, 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 April 28, 2020 were presented for consideration. It was moved by Zack, 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 proposal from Meadowbrook Insurance Agency regarding the renewal of the Public Entity Policy was presented. It was moved by Zack, supported by Nash, to approve the insurance proposal recommendation from Meadowbrook Insurance Agency and bind coverage with Argonaut.

ADOPTED: Yeas - 2
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.

ADOPTED: Yeas - 2
Nays - 0

There being no further business, the meeting was adjourned.



Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for Policy Matters, Oakland County, Michigan, held on the 27th day of October, 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 Policy Matters.



Jim Nash, Chairperson

Dated: November 2 , 2020

The Water Resources Commissioner of Oakland County

Marketing Summary

01/25/2021 to 01/25/2022

	Expiring Chubb Jan 25, 2020-21	Renewal Chubb Jan 25, 2021-22	change
Annual Premium	\$301,817	\$369,928	+22%
Terrorism incl.	Yes	Yes	
Total Insured Values (TIV)	242.3M	271.2M	+12%
Rate / \$100 of TIV	.125	.136	+8.8%
Limits			
Policy – Per Occurrence limit	\$135.6M	\$163.1M	
GWK Retention Basin - note #1	\$100M	\$100M	
Sub-limits			
Earthquake – note #2	\$25M	\$25M	
Flood Zone B&C	\$5M	\$5M	
Flood Zone A	\$2.5M	\$2.5M	
Demolition Coverage	Policy Limit	Policy Limit	
Time Element – 48 hours	\$1M	\$1M	
Extra Expense	\$5M	\$5M	
Loss of Utility services	\$1M	\$1M	
Personal property – any	\$500k	\$500k	
Transit	\$500k	\$500	
Debris removal	25% of direct damage loss plus \$1M	25% of direct damage loss plus \$1M	
Deductibles			
Basic Policy	\$250k	\$250k	
GWK	\$5M	\$5M	
Earth Movement	\$250k	\$250k	
Flood – note #3			
Zone C	\$250k/ 24 hours	\$250k/ 24 hours	
Zone B	\$250k/ 48 hours	\$250k/ 48 hours	
Zone A	\$500k/ 72 hours	\$500k/ 72 hours	

Marketing Summary *(continued)*

- 1) Machinery Breakdown and Flood excluded at Basin only
- 2) Chubb Earthquake Definition: Earthquake means earthquake, including any resulting tsunami. Earthquake does not include a specified peril that ensues from earthquake
- 3) Zone C – Loc's 3,4,6,20,21,26,27,30; Zone B – Loc's 1,2,5,7,9,10,11,12,13,16,17,19,22,24,25,28;
Zone A – 14,15,18,23,29

Markets Approached	
Hartford	Allianz
AIG	Chubb
Travelers	Great American
Liberty	Zurich
Berkshire Property	Affiliated FM
C.N.A.	XL
Crum & Forster	

16142 Collection Center Drive
 Chicago, IL 60693-0002
 (877) 759-4365

Invoice #129571	Page 1 of 1
Account Number	Date
OAKLINT-01	1/20/2021
BALANCE DUE ON	
2/1/2021	
AMOUNT PAID	Amount Due
	\$ 369,928

**The Water Resources Commissioner of
 Oakland County**

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

Make checks payable to: Meadowbrook Insurance Agency

Property	Policy Number BINDER1045	Effective: 1/25/2021 to 1/25/2022
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Item #	Trans Eff Date	Due Date	Trans	Description	Amount
516545	1/25/2021	2/1/2021	RENB	Renewal of Oakland WRC Property Insurance	\$369,928

Total Invoice Balance: \$369,928


Payment due upon receipt.

Fund 10100 Dept 6010101

Program 155010 Acct 143100

Contract # 4727 Project _____

Chapter 20 Op Unit _____

Approver _____ 

v#683

Chapter 20 Drainage Board Meeting
Regular Meeting – Tuesday January 26, 2021

2. Acacia Park CSO

AGENDA

DRAINAGE BOARD FOR THE ACACIA PARK CSO DRAIN

January 26, 2021

1. Call meeting to order
2. Approve minutes of meeting of December 15, 2020
3. Public Comments
4. Present request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$15,987.82
5. Present request for reimbursement of the Evergreen Farmington Sewage Disposal System Fund in the amount of \$31,955.84
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

December 15, 2020

A meeting of the Drainage Board for the Acacia Park CSO Drain was held at 2:00 p.m. on the 15th of December, 2020. The meeting was conducted electronically via GoToMeeting in accordance with PA 228 of 2020.

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.

Helaine Zack, Chairperson of the Finance Committee, Oakland County Board of Commissioners, participating from Huntington Woods, Michigan.

Minutes of the meeting held November 17, 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 request for approval of payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$3,548 (as attached) was presented. It was moved by Zack, supported by Woodward, to approve the payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$3,548.

ADOPTED: Yeas - 3
Nays - 0

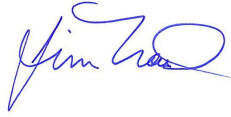
A request for reimbursement of the Evergreen Farmington Fund in the amount of \$31,955.84 (as attached) was presented. It was moved by Zack, supported by Woodward, to reimburse the Evergreen Farmington Fund in the amount of \$31,955.84.

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 Acacia Park CSO Drain, Oakland County, Michigan, held on the 15th day of December, 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 Acacia Park CSO Drain Drainage District.



Jim Nash, Chairperson

Dated: December 30, 2020

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting



DATE: January 26, 2021

SUBJECT: Request for Approval of Invoices

The following is a detail of Maintenance charges paid from the Drain Revolving Fund and Invoices
for the period ending January 20, 2021

G/L Date	Ref No.	Paid To	For	Amount
12/31/2020	V # 1497231	Great Lakes Pump & Supply Co	Invoice # 14314 - Contracted Services	\$ 1,899.00
12/31/2020	V # 1497236	Pipeline Management Co Inc	Invoice # 2020-149 - Contracted Services - 12/26/20 -12/17/20	8,088.82
12/16/2020	V # 1492311	State of Michigan	Invoice # 10592110 - NPDES Annual Permit Fee	6,000.00
			Total	<u>\$ 15,987.82</u>

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

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

DATE: January 26, 2021

SUBJECT: Request for Reimbursement of Evergreen Farmington Fund

The following is a detail of charges paid from the Evergreen Farmington Fund
for the period ending January 20, 2021.

<u>Date</u>	<u>Ref No.</u>	<u>For</u>	<u>Amount</u>
12/31/20	JE# 349265	December 2020 Storm Water Flow Charges RTB Capacity Use (O & M Credit)	\$31,955.84
			<u>\$31,955.84</u>

3. Birmingham CSO

AGENDA

DRAINAGE BOARD FOR THE BIRMINGHAM CSO DRAIN

January 26, 2021

1. Call meeting to order
2. Approve minutes of meeting of December 15, 2020
3. Public Comments
4. Present request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$8,570.70
5. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$33,415.26
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

December 15, 2020

A meeting of the Drainage Board for the Acacia Park CSO Drain was held at 2:00 p.m. on the 15th of December, 2020. The meeting was conducted electronically via GoToMeeting in accordance with PA 228 of 2020.

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.

Helaine Zack, Chairperson of the Finance Committee, Oakland County Board of Commissioners, participating from Huntington Woods, Michigan.

Minutes of the meeting held November 17, 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 request for approval of payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$6,322 (as attached) was presented. It was moved by Zack, supported by Woodward, to approve the payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$6,322.

ADOPTED: Yeas - 3
Nays - 0

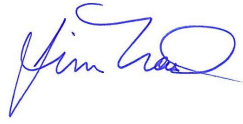
A request for reimbursement of the Evergreen Farmington Fund in the amount of \$33,415.26 (as attached) was presented. It was moved by Zack, supported by Woodward, to reimburse the Evergreen Farmington Fund in the amount of \$33,415.26.

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.

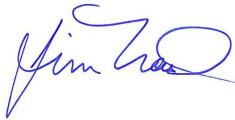
A handwritten signature in blue ink, appearing to read "Jim Nash", is positioned above a horizontal line.

Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Birmingham CSO Drain, Oakland County, Michigan, held on the 15th day of December, 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 Birmingham CSO Drain Drainage District.



Jim Nash, Chairperson

Dated: December 30, 2020

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting




DATE: January 26, 2021

SUBJECT: Request for Approval of Invoices

The following is a detail of Maintenance charges paid from the Drain Revolving Fund and Invoices
for the period ending January 20, 2021

G/L Date	Ref No.	Paid To	For	Amount
10/31/2020	V # 1483232	Great Lakes Pump & Supply Co	Invoice # 64056 - Contracted Services	\$ 1,153.63
12/16/2020	V # 1492301	State of Michigan	Invoice # 10592115 - NPDES Annual Permit Fee	6,000.00
12/31/2020	Dec 2020 Pcard	Grainger	Pcard - Materials and Supplies	1,417.07
			Total	\$ 8,570.70

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

FROM: Shawn Phelps, Chief of Fiscal Services 
OCWRC Accounting

DATE: January 26, 2021

SUBJECT: Request for Reimbursement of Evergreen Farmington Fund

The following is a detail of charges paid from the Evergreen Farmington Fund
for the period ending January 20 , 2021.

<u>Date</u>	<u>Ref No.</u>	<u>For</u>	<u>Amount</u>
12/31/20	JE# 349265	December 2020 Storm Water Flow Charges RTB Capacity Use (O & M Credit)	\$33,415.26
			<u>\$33,415.26</u>

4. Bloomfield Village CSO

AGENDA

DRAINAGE BOARD FOR THE BLOOMFIELD VILLAGE CSO DRAIN

January 26, 2020

1. Call meeting to order
2. Approve minutes of meeting of December 15, 2020
3. Public Comments
4. Present request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$7,893.42
5. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$42,173.67
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

December 15, 2020

A meeting of the Drainage Board for the Bloomfield Village CSO Drain was held at 2:00 p.m. on the 15th of December, 2020. The meeting was conducted electronically via GoToMeeting in accordance with PA 228 of 2020.

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.

Helaine Zack, Chairperson of the Finance Committee, Oakland County Board of Commissioners, participating from Huntington Woods, Michigan.

Minutes of the meeting held November 17, 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.

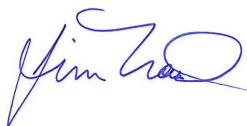
A request for reimbursement of the Evergreen Farmington Fund in the amount of \$42,173.67 (as attached) was presented. It was moved by Zack, supported by Woodward, to reimburse the Evergreen Farmington Fund in the amount of \$42,173.67.

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 Bloomfield Village CSO Drain, Oakland County, Michigan, held on the 15th day of December, 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 Bloomfield Village CSO Drain Drainage District.



Jim Nash, Chairperson

Dated: December 30, 2020

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting



DATE: January 26, 2021

SUBJECT: Request for Approval of Invoices

The following is a detail of Maintenance charges paid from the Drain Revolving Fund and Invoices
for the period ending January 20, 2021

G/L Date	Ref No.	Paid To	For	Amount
12/16/2020	TBP V # 1492297	JCI Jones Chemicals Inc State of Michigan	Invoice # 841057 - Chlorination Supplies Invoice # 10592561 - NPDES Annual Permit Fee	1,893.42 6,000.00
			Total	<u>7,893.42</u>

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting



DATE: January 26, 2021

SUBJECT: Request for Reimbursement of Evergreen Farmington Fund

The following is a detail of charges paid from the Evergreen Farmington Fund
for the period ending January 20, 2021.

<u>Date</u>	<u>Ref No.</u>	<u>For</u>	<u>Amount</u>
12/31/20	JE# 349265	December 2020 Storm Water Flow Charges RTB Capacity Use (O & M Credit)	\$42,173.67
			<u>\$42,173.67</u>

5. Clinton River Water Resource Recovery Facility

AGENDA

DRAINAGE BOARD FOR THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY

January 26, 2021

1. Call meeting to order
2. Approve minutes of meeting of December 15, 2020
3. Public Comments
4. Present request for Board approval of payment of invoices from the Construction Fund in the amount \$11,448.66
5. Present request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$392,277.48
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

December 15, 2020

A meeting of the Drainage Board for the Clinton River Water Resource Recovery Facility was held at 2:00 p.m. on the 15th of December, 2020. The meeting was conducted electronically via GoToMeeting in accordance with PA 228 of 2020.

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.

Helaine Zack, Chairperson of the Finance Committee, Oakland County Board of Commissioners, participating from Huntington Woods, Michigan.

Minutes of the meeting held November 17, 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 December 15, 2020, recommending the Board retain Cushman & Wakefield to appraise the billboard property and provide current market value(s) to be used for outdoor advertising structures at a cost of not less than \$5,000 nor more than \$9,000 and prepare a written report within 45 days of its engagement was presented. It was moved by Zack, supported by Woodward, that Cushman & Wakefield be retained to appraise the billboard property and provide current market value(s) to be used for outdoor advertising structures at a cost of not less than \$5,000 nor more than \$9,000 and prepare a written report within 45 days of its engagement.

ADOPTED: Yeas - 3
Nays - 0

A Memorandum from Mary Koege, P.E., Operations Engineer, dated December 15, 2020 recommending the Board approve the allocation of \$49,000 in Capital Improvement funds for the Drainage District Biodrying Study was presented. It was moved by Zack, supported by Woodward, to approve the allocation of \$49,000 in Capital Improvement funds for the Drainage District Biodrying Study as presented.

ADOPTED: Yeas - 3
Nays - 0

Engineering Work Order No. D-427 for Fishbeck for the Drainage District Administration Building Renovation and Addition Project in the amount of \$12,842 was presented. It was moved by Zack, supported by Woodward, that the Engineering Work Order be approved in the amount of \$12,842 as presented.

ADOPTED: Yeas - 3
Nays - 0

Construction Estimate No. 38 for Tooles Contracting Group LLC in the amount of \$120,275.25 was presented. It was moved by Zack, supported by Woodward, that the Construction Estimate be paid as presented.

ADOPTED: Yeas - 3
Nays - 0

A request for Board approval of payment of invoices from the Construction Fund in the amount of \$17,944.96 (as attached) was presented. It was moved by Zack, supported by Woodward, that the invoices in the amount of \$17,944.96 be paid as presented.

ADOPTED: Yeas - 3
Nays - 0

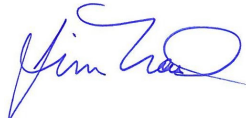
A request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$370,240.49 (as attached) was presented. It was moved by Zack, supported by Woodward, that the invoices in the amount of \$370,240.49 be paid as presented.

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 - 0

There being no further business, the meeting was adjourned.

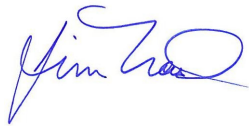


Jim Nash, Chairperson

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 Clinton River Water Resource Recovery Facility, Oakland County, Michigan, held on the 15th day of December, 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 Clinton River Water Resource Recovery Facility.



Jim Nash, Chairperson

Dated: December 30, 2020

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

Sj Phelps

DATE: January 26, 2021

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

	Ref No.	For	Amount
CDM Smith Michigan, Inc	V # 1497274	Invoice # 44 - Engineering Admin - 11/08/20 - 12/05/20 - Proj 1-2181	11,308.66
Dickinson Wright PLLC	V # 1497278	Invoice # 1537022 - Legal Services - 11/30/20 - Proj #1-2181	140.00
		Total for Project # 1-2181	\$ 11,448.66

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

Shawn Phelps

DATE: January 26, 2021

SUBJECT: Request for Approval of Invoices

The following is a detail of charges paid from the Drain Revolving Fund and Invoices for the period of December 11, 2020 to January 20, 2021.

Payable To	Ref No.	For	Amount
USA Blue Book	Dec 2020 Pcard	Pcard - Lab Equipment	\$ 7,278.18
USA Blue Book	Dec 2020 Pcard	Pcard - Lab Supplies	1,389.30
USA Blue Book	Dec 2020 Pcard	Pcard - Lab Supplies	1,446.74
USA Blue Book	Dec 2020 Pcard	Pcard - Lab Supplies	1,031.97
Sensaphone	Dec 2020 Pcard	Pcard - Materials and Supplies	1,197.60
Grainger	Dec 2020 Pcard	Pcard - Materials and Supplies	2,157.82
Grainger	Dec 2020 Pcard	Pcard - Materials and Supplies	3,619.77
PVS Technologies Inc	V # 1497244	Invoice # 279648 - Chemical Treatment	2,152.32
PVS Technologies Inc	V # 1497242	Invoice # 279919 - Chemical Treatment	3,895.68
PVS Technologies Inc	V # 1497246	Invoice # 280069 - Chemical Treatment	1,999.68
PVS Technologies Inc	TBP	Invoice # 280459 - Chemical Treatment	3,782.40
PVS Technologies Inc	TBP	Invoice # 280636 - Chemical Treatment	1,953.60
PVS Technologies Inc	V # 1493364	Invoice # 278933 - Chemical Treatment	4,165.44
PVS Technologies Inc	V # 1493358	Invoice # 278709 - Chemical Treatment	4,160.64
PVS Technologies Inc	V # 1493362	Invoice # 278802 - Chemical Treatment	2,145.60
JCI Jones Chemicals Inc	TBP	Invoice # 840869 - Chemical Treatment	2,585.52
JCI Jones Chemicals Inc	TBP	Invoice # 840985 - Chemical Treatment	2,267.50
JCI Jones Chemicals Inc	V # 1497281	Invoice # 841651 - Chemical Treatment	2,530.92
JCI Jones Chemicals Inc	V # 1498559	Invoice # 842628 - Chemical Treatment	2,551.92
JCI Jones Chemicals Inc	TBP	Invoice # 842964 - Chemical Treatment	2,500.00
JCI Jones Chemicals Inc	TBP	Invoice # 839192 - Chemical Treatment	2,446.92
ALS Environmental	V # 1498554	Invoice # 4120-99326489 - Laboratory Fees	2,095.50
ALS Environmental	V # 1498555	Invoice # 4120-99326490 - Laboratory Fees	2,095.50
ALS Environmental	TBP	Invoice # 4120-99326657 - Laboratory Fees	1,248.00
Polydyne Inc	V # 1498556	Invoice # 1506150 - Chemical Treatment	32,335.20
Polydyne Inc	V # 1498557	Invoice # 1506804 - Chemical Treatment	14,904.00
Polydyne Inc	TBP	Invoice # 1508825 - Chemical Treatment	32,810.40
D3W Industries	V # 1497045	Invoice # 2343 - Material and Supplies	3,990.00
D3W Industries	V # 1497046	Invoice # 2360 - Material and Supplies	1,785.00
Hesco	V # 1498562	Invoice # 20211615 - Material and Supplies	1,233.23
Hesco	TBP	Invoice # 20211633 - Material and Supplies	1,527.90
American Electric Motor Corp	V # 1497000	Invoice # 56461 - Material and Supplies	1,402.00
Cambi Inc	V # 1498539	Invoice # 609810-SP-002 - Materials and Supplies	23,016.74
Eastern Oil Company	V # 1497049	Invoice # INV074023 - Materials and Supplies	4,127.37
Lamphere's Tree Service	V # 1497058	Invoice # 1620 - Contracted Services	2,000.00
Biotech Agronomics Inc	TBP	Invoice # 2693 - Contracted Services	23,812.90
Waste Management	TBP	Invoice # 8470215-1714-3 - Garbage & Rubbish Disposal	532.00
Waste Management	TBP	Invoice # 8487711-1714-2 - Garbage & Rubbish Disposal	1,947.00
Waste Management	TBP	Invoice # 8487712-1714-0 - Garbage & Rubbish Disposal	2,608.41
Duperon Corporation	TBP	Invoice # 22808 - Material and Supplies	3,720.59
Thundermop Maintenance	TBP	Invoice # 201208 - Janitorial Services - December 2020	1,120.00
Subtotal			\$ 215,571.26
Sigma Associates Inc	V # 1497098	Invoice # 576.000-0009275 - Contracted Services - 8/30/20 - 09/26/20 - Proj# 1-2922	\$ 3,574.62
Subtotal - Project 1-2922			\$ 3,574.62
Process Piping & Equipment	V # 1497239	Invoice # 2 - Contracted Services - 12/31/20 - Proj 1 - 3244	\$ 25,000.00
Subtotal - Project 1-3244			\$ 25,000.00

Hazen and Sawyer	V # 1498568	Invoice # 0000010 - Contracted Services - 08/1/20 -08/31/20 - Proj # 1-3064	\$	21,276.00
Hazen and Sawyer	V # 1498567	Invoice # 0000011 - Contracted Services - 09/1/20 -09/30/20 - Proj # 1-3064	\$	26,656.00
Hazen and Sawyer	V # 1498545	Invoice # 0000012 - Contracted Services - 10/1/20 - 10/31/20 - Proj # 1-3064	\$	7,639.05
Hazen and Sawyer	V # 1497052	Invoice # 0000013 - Contracted Services - 11/1/20 - 11/30/20 - Proj # 1-3064		2,072.00
		Subtotal - Project 1-3064	\$	57,643.05
OHM	V # 1497232	Invoice # 329538 - Contracted Services - 11/21/20 - Proj # 1-3269	\$	7,480.00
		Subtotal - Project 1-3269	\$	7,480.00
OHM	V # 1497228	Invoice # 327566 - Contracted Services - 09/12/20 - Proj # 1-3008		9,137.50
OHM	TBP	Invoice # 328777 - Contracted Services - 09/30/20 - Proj # 1-3008		2,077.50
OHM	V # 1497086	Invoice # 329556 - Contracted Services - 11/21/20 - Proj # 1-3008		8,952.50
		Subtotal - Project 1-3008	\$	20,167.50
Tetra Tech Inc	TBP	Invoice # 51682871 - Contracted Services - 12/25/20 - Proj # 1-3304		12,995.50
		Subtotal - Project 1-3304	\$	12,995.50
CH2M Hill Engineers, Inc	TBP	Invoice # - 683676CH013 - Contracted Services - 09/24/20 - Proj # 1-3246	\$	11,317.20
CH2M Hill Engineers, Inc	TBP	Invoice # - 683676CH015 - Contracted Services - 11/27/20 - Proj # 1-3246		38,528.35
		Subtotal - Project 1-3246	\$	49,845.55
		Total	\$	392,277.48

6. George W. Kuhn Drain

AGENDA

DRAINAGE BOARD FOR THE GEORGE W. KUHN DRAIN

January 26, 2021

1. Call meeting to order
2. Approve minutes of meeting of December 15, 2020
3. Public Comments
4. Present Memorandum from Kelsey Cooke, Drainage District Legal Counsel, regarding the Court of Appeals Ruling pertaining to *Kickham Hanley PLLC v. George W. Kuhn Drainage District*
5. Present Construction Estimate No. 17 for Weiss Construction in the amount of \$169,279
6. Present request for Board approval of payment of invoices in the amount of \$51,557.61
7. Other business
8. Approve pro rata payment to Drainage Board members
9. Adjourn

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

December 15, 2020

A meeting of the Drainage Board for the George W. Kuhn Drain was held at 2:00 p.m. on the 15th of December, 2020. The meeting was conducted electronically via GoToMeeting in accordance with PA 228 of 2020.

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.

Helaine Zack, Chairperson of the Finance Committee, Oakland County Board of Commissioners, participating from Huntington Woods, Michigan.

Minutes of the meeting held November 17, 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.

Change order No. 3 for Weiss Construction for a net increase in the amount of \$9,864 was presented. It was moved by Zack, supported by Woodward, to approve Change Order No. 3 as presented.

ADOPTED: Yeas - 3
Nays - 0

Construction Estimate No. 16 for Weiss Construction in the amount of \$284,178.75 was presented. It was moved by Zack, supported by Woodward, to approve Construction Estimate No. 16 as presented.

ADOPTED: Yeas - 3
Nays - 0

A request for approval of payment of invoices in the amount of \$52,744.08 was presented. It was moved by Zack, supported by Woodward, to approve the payment of invoices in the amount of \$52,744.08 as presented.

ADOPTED: Yeas - 3
Nays - 0

A motion was made by Zack, supported by Woodward, to enter into closed session at 3:34 p.m. to discuss attorney-client privileged matters related to lawsuits filed in the Oakland County Circuit Court with the following case numbers: 15-147795-NZ; 15-147794-NZ; 16-152918-NZ; 16-152906-NZ; 17-157459-NZ; 17-157469-NZ; 17-157537-NZ; 17-157534-NZ; 17-157533-NZ; 17-157620-NZ; 17-160256-NZ; 17-160250-NZ; 17-160243-NZ; 17-160246-NZ; 17-160255-NZ; 17-160247-NZ; 17-160244-NZ; 17-159351-CZ, 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.

ROLL CALL VOTE:

Woodward: Yes
Zack: Yes
Nash: Yes

Chairperson Nash declared closed session ended at 4:10 p.m.

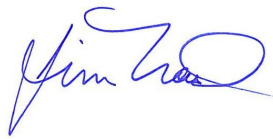
It was moved by Woodward, supported by Zack, to authorize action consistent with the recommendation of legal counsel made in closed session.

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 George W. Kuhn Drain, Oakland County, Michigan, held on the 15th day of December, 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 George W. Kuhn Drain Drainage District.



Jim Nash, Chairperson

Dated: December 30 , 2020

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

TO: Jim Nash, Chairperson, George W. Kuhn Drainage District

FROM: Kelsey Cooke, Drainage District Legal Counsel

SUBJECT: Court of Appeals Ruling, *Kickham Hanley PLLC v. George W. Kuhn Drainage District*

DATE: January 26, 2021

Kickham Hanley PLLC, a law firm known for filing class-action lawsuits over stormwater fees, sued Oak Park in 2015 alleging the City was impermissibly financing its stormwater management obligations through an illegal tax disguised as user fees. Subsequently, the firm also claimed that the George W. Kuhn Drainage District's debt service charge was a tax not authorized by the City's voters and therefore violated the Michigan Constitution's Headlee Tax Limitation Amendment. The GWKDD apportions costs for stormwater disposal across communities within its service area. Municipalities, like Oak Park, are then responsible for billing the system's users to recover those costs.

I'm pleased to report that on January 14, 2021, the Michigan Court of Appeals issued the attached opinion affirming the decision of the Oakland County Circuit Court in favor of the Drainage District. Kickham Hanley PLLC has until February 25, 2021 to file an appeal asking the Michigan Supreme Court to hear its case. Because the Michigan Supreme Court refused to hear a similar Royal Oak case against the GWKDD, it is unlikely it will hear this one.

For context, when Oak Park settled this class-action suit in February 2019, part of the settlement required the City to assign any claims the City might have against Oakland County, or related entities, to Kickham Hanley which then sued the GWKDD alleging the District improperly reallocated sanitary sewage disposal costs as stormwater disposal costs resulting in an overcharge to the City. The trial court disagreed, ultimately dismissed the lawsuit against the District, and Kickham Hanley appealed.

Requested Action: Receive and File.

STATE OF MICHIGAN
COURT OF APPEALS

KICKHAM HANLEY PLLC, as Trustee for a
Certified Class of Persons and All Others Similarly
Situated,

Plaintiff-Appellant,

v

GEORGE W. KUHN DRAINAGE DISTRICT,

Defendant-Appellee.

UNPUBLISHED
January 14, 2021

No. 351317
Oakland Circuit Court
LC No. 2019-172077-CZ

Before: FORT HOOD, P.J., and CAVANAGH and TUKEL, JJ.

PER CURIAM.

Plaintiff, assignee of the City of Oak Park and trustee for a certified class of persons defined in the final order approving a class settlement in Lower Court No. 15-149751-CZ, appeals as of right the trial court’s opinion and order granting summary disposition in favor of defendant. We affirm.

I. BACKGROUND FACTS

Defendant is a drainage district, which is an independent corporate entity that has powers conferred upon it by law.¹ Drainage districts are governed by drainage boards.² Defendant maintains and operates the George W. Kuhn Drain (the drain), which operates in an area that includes Oak Park.

Oak Park has a combined sewer system that collects both sanitary sewage and stormwater. That sewer system flows to the system operated by defendant. Generally, defendant diverts all of the stormwater flow from Oak Park and the other communities within the operational area of the drain to two water treatment plants respectively operated by the Detroit Water and Sewerage

¹ See MCL 280.5.

² See MCL 280.464.

Department and the Great Lakes Water Authority. All of the subject stormwater flow travels through Detroit's Dequindre Interceptor, and there the flow is measured by a meter. Accordingly, the water treatment plants charge defendant an annual flat rate to dispose of stormwater based on the measured flow, and defendant allocates that charge among the communities within the operational area of the drain.

In February 2005, defendant's drainage board tentatively established an apportionment of the costs of the drain for stormwater disposal for the communities within the operational area of the drain. As part of the apportionment, the drainage board made an allocation on the basis of an assumption that all water purchased from the Detroit Water and Sewerage Department would be returned as sanitary flow, and so only the difference between the purchased water and the "Master Meter Charges" would be considered stormwater flow. Thus, under the apportionment, two rates would be charged to the communities within the drain's operational area, one for the cost of sanitary sewage flow into the drain, and the other for stormwater flow, which would be apportioned among the communities on the basis of an engineering study that determined each community's contribution of stormwater.

In April 2005, the drainage board resolved to adopt the tentative apportionment of costs it established in February 2005. On the same day, the drainage board entered a Final Order of Apportionment that provided an apportionment of costs between the communities within the operational areas of the drain.

In February 2019, in Lower Court No. 2015-149951-CZ, the trial court entered a final judgment and order approving a class settlement between the plaintiffs, two persons acting as individuals and as representatives of a class of similarly situated persons (the class action plaintiffs), and the defendant, Oak Park.³ The instant trial court took specific notice of the assignment provisions of that settlement agreement according to which any claims Oak Park possessed against Oakland County or its agencies—including defendant—for storm water management services relating to overcharges for stormwater management services would be assigned to the class action plaintiffs "or for their benefit." Additionally, plaintiff was appointed trustee of a litigation trust to pursue the claims against defendant on behalf of the plaintiffs, and was also appointed counsel for the litigation trust.

The trial court also noted that the class action plaintiffs and other members of the class who did not ask to be excluded from the class would be deemed to have executed a release of all claims against Oak Park relating to the assessment and costs of water and sewer rates "from the beginning of time through the date" of the final judgment and a period of time thereafter. Subsequently, Oak Park executed an assignment of claims to plaintiff.

Plaintiff filed its complaint against defendant on the basis of the assignment of Oak Park's claims to plaintiff as a trustee for the class action plaintiffs. In its complaint, plaintiff alleged that defendant charged Oak Park approximately \$3 million dollars per year for the disposal of stormwater. It further alleged that Oak Park "passe[d] on that cost to its sewer Customers by imposing stormwater charges in its sewer rates to recover the entire \$3 million plus per year imposed upon

³ These class action plaintiffs were legally represented by plaintiff.

the City by [defendant] on an annual basis.” According to the complaint, the amount defendant charged Oak Park for stormwater disposal should have been the same amount defendant was charged by the water treatment plants for stormwater disposal.

Plaintiff alleged that defendant charged Oak Park “substantially more than the amount” charged by the water treatment plants for the disposal of Oak Park’s stormwater since at least 2011. According to the complaint, defendant improperly reallocated the sanitary sewage disposal costs imposed by the water treatment plants to stormwater disposal costs, and as a result defendant overcharged Oak Park. Thus, plaintiff raised claims of breach of contract, assumpsit, and unjust enrichment against defendant. The trial court ultimately granted defendant’s motion for summary disposition and dismissed plaintiff’s claims.

II. ANALYSIS

Plaintiff argues that the trial court erred when it granted defendant’s motion for summary disposition. We disagree.

A. STANDARD OF REVIEW

This Court reviews a trial court’s decision on a motion for summary disposition *de novo*. *Zaher v Miotke*, 300 Mich App 132, 139; 832 NW2d 266 (2013). The trial court granted defendant’s motion under MCR 2.116(C)(8). “A court may grant summary disposition under MCR 2.116(C)(8) if ‘[t]he opposing party has failed to state a claim on which relief can be granted.’ A motion brought under subrule (C)(8) tests the legal sufficiency of the complaint solely on the basis of the pleadings.” *Dalley v Dykema Gossett*, 287 Mich App 296, 304; 788 NW2d 679 (2010) (alteration in original), quoting *Corley v Detroit Bd of Ed*, 470 Mich 274, 277; 681 NW2d 342 (2004). “When considering such a motion, a trial court must accept all factual allegations as true, deciding the motion on the pleadings alone.” *El-Khalil v Oakwood Healthcare, Inc*, 504 Mich 152, 160; 934 NW2d 665 (2019). “A motion under MCR 2.116(C)(8) may only be granted when a claim is so clearly unenforceable that no factual development could possibly justify recovery.” *Id.*

“Generally, this Court reviews *de novo* ‘[t]he interpretation of statutes and court rules.’ ” *Simcor Constr, Inc v Trupp*, 322 Mich App 508, 513; 912 NW2d 216 (2018) (alteration in original), quoting *Estes v Titus*, 481 Mich 573, 578; 751 NW2d 493 (2008). “[T]he rules governing statutory interpretation apply with equal force to a municipal ordinance” *Bonner v City of Brighton*, 495 Mich 209, 222; 848 NW2d 380 (2014). The existence and interpretation of a contract are questions of law reviewed *de novo*.” *Kloian v Domino’s Pizza LLC*, 273 Mich App 449, 452; 733 NW2d 766 (2006). This Court reviews equity cases “*de novo* on the record on appeal.” *Tkachik v Mandeville*, 487 Mich 38, 44-45; 790 NW2d 260 (2010). “Whether a claim for unjust enrichment can be maintained is a question of law that we review *de novo*.” *Karaus v Bank of New York Mellon*, 300 Mich App 9, 22; 831 NW2d 897 (2012).

B. BREACH OF CONTRACT

Plaintiff first argues that the trial court erred when it ruled that plaintiff failed to state a breach-of-contract claim. We disagree.

“A party claiming a breach of contract must establish (1) that there was a contract, (2) that the other party breached the contract and, (3) that the party asserting breach of contract suffered damages as a result of the breach.” *Dunn v Bennett*, 303 Mich App 767, 774; 846 NW2d 75 (2013) (quotation marks and citation omitted). “The party seeking to enforce a contract bears the burden of proving that the contract exists.” *AFT Mich v Michigan*, 497 Mich 197, 235; 866 NW2d 782 (2015). “Michigan courts will not lightly presume the existence of an enforceable contract because, regardless of the equities in a case, the courts cannot make a contract for the parties when none exists.” *Huntington Nat’l Bank v Daniel J Aronoff Living Trust*, 305 Mich App 496, 508; 853 NW2d 481 (2014) (quotation marks and citation omitted). There is a “strong presumption that statutes do not create contractual rights.” *Studier v Mich Pub Sch Employees’ Retirement Bd*, 472 Mich 642, 661; 698 NW2d 350 (2005). Thus, “absent an adequate expression of an actual intent of the State to bind itself, courts should not construe laws declaring a scheme of public regulation as also creating private contracts to which the state is a party.” *Id.* at 662 (quotation marks and citations omitted).

The elements required to create a valid contract are “(1) parties competent to contract, (2) a proper subject matter, (3) a legal consideration, (4) mutuality of agreement, and (5) mutuality of obligation.” *Thomas v Leja*, 187 Mich App 418, 422; 468 NW2d 58 (1991). “In order for consideration to exist, there must be a bargained-for exchange—a benefit on one side, or a detriment suffered, or service done on the other.” *Bank of America, NA v First American Title Ins Co*, 499 Mich 74, 101; 878 NW2d 816 (2016) (quotation marks and citation omitted). “Contracts necessarily contain promises: a contract may consist of a mutual exchange of promises, or the performance of a service in exchange for a promise.” *AFT*, 497 Mich at 235-236 (citations omitted). “‘Before a contract can be completed, there must be an offer and acceptance. Unless an acceptance is unambiguous and in strict conformance with the offer, no contract is formed.’” *Kloian*, 273 Mich App at 452, quoting *Pakideh v Franklin Commercial Mtg Group, Inc*, 213 Mich App 636, 640; 540 NW2d 777 (1995). “A basic requirement of contract formation is that the parties mutually assent to be bound.” *Rood v Gen Dynamics Corp*, 444 Mich 107, 118; 507 NW2d 591 (1993). In other words, “the parties must have a ‘meeting of the minds’ on all the essential elements of the agreement.” *Huntington*, 305 Mich App at 508. Courts determine if there was a meeting of the minds by reviewing objective evidence such as “the expressed words of the parties and their visible acts.” *Id.* (quotation marks and citation omitted).

Plaintiff alleged in its complaint that the April 2005 resolution of the drainage board and the Final Order of Apportionment created a contract between defendant and Oak Park, and that defendant breached that contract when it overcharged Oak Park for stormwater disposal. The trial court ruled that those documents did not satisfy the elements of contract formation because they did not contain “any offer or promises or promises made by either party to the other that require[d] acceptance”

In its brief on appeal, plaintiff does not explain how the April 2005 resolution and the Final Order of Apportionment satisfied the elements of contract formation, and instead argues that the April 2005 resolution was binding on defendant whether or not it was a contract. However, in its reply brief, plaintiff addressed for the first time whether the Final Order of Apportionment and the April 2005 resolution satisfied the elements of contract formation, arguing that the consideration between Oak Park and defendant consisted of defendant’s promise to charge Oak Park “a particular allocated percentage of the total cost of stormwater disposal.”

“Reply briefs must be confined to rebuttal, and a party may not raise new or additional arguments in its reply brief.” *Kinder Morgan Mich, LLC v City of Jackson*, 277 Mich App 159, 174; 744 NW2d 184 (2007). Further, “[a] party may not merely announce his position and leave it to this Court to discover and rationalize the basis for his claims, or give issues cursory treatment with little or no citation of supporting authority.” *Wolfe v Wayne-Westland Community Sch*, 267 Mich App 130, 139; 703 NW2d 480 (2005) (quotation marks and citation omitted). “If a party fails to adequately brief a position, or support a claim with authority, it is abandoned.” *MOSES, Inc v SEMCOG*, 270 Mich App 401, 417; 716 NW2d 278 (2006).

Plaintiff did not raise any challenges regarding the elements of contract formation in its brief on appeal, and may not do so in its reply brief. Given that plaintiff failed to adequately brief this argument, we deem it abandoned. And even if plaintiff had properly presented its arguments regarding consideration, plaintiff failed to address the other elements of contract formation therefore plaintiff would have otherwise failed to expose error on the part of the trial court.

Regardless, even if plaintiff had properly argued that the April 2005 resolution and the Final Order of Apportionment satisfied the elements of contract formation, a brief review of the relevant portions of the Drain Code reveals that such an argument would have been meritless. Plaintiff is the assignee of Oak Park, and Oak Park is a public corporation that benefits from the drain that is operated and maintained by defendant. Under MCL 280.468, the drainage board was required to apportion the costs for the drain on the basis of the benefits accrued to each benefiting public corporation, and under MCL 280.478(1) and MCL 280.478(2) the drainage board was required to make an apportionment of costs for any necessary expenses incurred in the operation and maintenance of the drain. As a benefiting public corporation, Oak Park had the opportunity to object to the drainage board’s apportionment of costs. See MCL 280.469.

Plaintiff’s complaint did not raise any claim that the drainage board failed to comply with the Drain Code when it entered the Final Order of Apportionment, MCL 280.460, and plaintiff explicitly abandoned any such challenge in its brief on appeal. Given the requirements set by the Drain Code, the drainage board was in no way engaged in bargaining with Oak Park or any of the other benefiting public corporations when it entered the Final Order of Apportionment pursuant to its statutory obligations. The drainage board made no offer to Oak Park, there was no bargained-for exchange, or meeting of the minds, between Oak Park and defendant before the Final Order of Apportionment was entered, and none was required. Therefore, plaintiff has failed to overcome the strong presumption that the Final Order of Apportionment did not create a contract. See *Studier*, 472 Mich at 661. And while the Drain Code authorizes a drainage board to enter into contracts with public corporations, MCL 280.471, plaintiff did not allege that Oak Park had a separate contract with defendant.

Plaintiff also briefly contends that municipal resolutions are enforceable by their beneficiaries, citing our Supreme Court’s holding in *Hardaway v Wayne Co*, 494 Mich 423; 835 NW2d 336 (2013). In that decision, the Court held that this Court improperly applied the last antecedent rule when it interpreted a municipal resolution pertaining to the entitlement of retirement benefits, and reinstated the trial court’s grant of summary disposition of the plaintiff’s declaratory judgment claim in favor of the defendant. *Id.* at 425, 427-429. Given that *Hardaway* concerned a declaratory judgment claim disposed of by way of summary disposition, rather than a

breach-of-contract claim premised on a municipal resolution, it is unclear why plaintiff relies on *Hardaway*.

C. ASSUMPSIT & UNJUST ENRICHMENT

Plaintiff next asserts that the trial court erred when it ruled that plaintiff failed to allege any damages in support of its assumpsit and unjust enrichment claims. We disagree.

The Michigan Supreme Court explained actions of assumpsit as follows:

“We understand the law to be well settled, that the action of *assumpsit* for money had and received is essentially an equitable action, founded upon all the equitable circumstances of the case between the parties, and if it appear, from the whole case, that the defendant has in his hands money which, according to the rules of equity and good conscience, belongs, or ought to be paid, to the plaintiff, he is entitled to recover. And that, as a general rule, where money has been received by a defendant under any state of facts which would in a court of equity entitle the plaintiff to a decree for the money, when that is the specific relief sought, the same state of facts will entitle him to recover the money in this action.” [*Trevor v Fuhrmann*, 338 Mich 219, 223-224; 61 NW2d 49 (1953), quoting *Moore v Mandlebaum*, 8 Mich 433, 448 (1860).]

“Assumpsit may be upon an express contract or promise, or for nonperformance of an oral or simple written contract, or it may be a general assumpsit upon a promise or contract implied by law.” *Kristoffy v Iwanski*, 255 Mich 25, 28; 237 NW 33 (1931). “The right to bring this action exists whenever a person, natural or artificial, has in his or its possession money which in equity and good conscience belongs to the plaintiff, and neither express promise nor privity between the parties is essential.” *Hoyt v Paw Paw Grape Juice Co*, 158 Mich 619, 626; 123 NW 529 (1909). “The basis of a common-law action for money had and received is not only the loss occasioned to the plaintiff on account of the payment of the money, but the consequent enrichment of the defendant by reason of having received the same.” *Trevor*, 338 Mich at 224-225 (quotation marks and citation omitted).

Unjust enrichment is “the equitable counterpart of a legal claim for breach of contract.” *AFT Mich v Michigan*, 303 Mich App 651, 677; 846 NW2d 583 (2014). A party may raise a claim of unjust enrichment “only if there is no express contract covering the same subject matter.” *Local Emergency Fin Assistance Loan Bd v Blackwell*, 299 Mich App 727, 734; 832 NW2d 401 (2013) (quotation marks and citation omitted). The complaining party must establish (1) the receipt of a benefit by the other party from the complaining party and (2) an inequity resulting to the complaining party because of the retention of the benefit by the other party.” *Karaus*, 300 Mich App at 22-23. Unjust enrichment “describes the result or effect of a failure to make restitution of or for property or benefits received under such circumstances as to give rise to a legal or equitable obligation to account therefor.” *Id.* at 23 (quotation marks and citation omitted).

In its complaint, plaintiff alleged that, even if there was no contract between Oak Park and defendant, defendant overcharged Oak Park for stormwater disposal by way of the Final Order of Apportionment. Plaintiff thus raised claims in assumpsit and unjust enrichment against defendant.

The trial court granted summary disposition of those claims because it ruled that plaintiff “failed to show that Oak Park suffered any damages.” At the outset, plaintiff contends that the trial court erred when it dismissed plaintiff’s claims in assumpsit and unjust enrichment, and it notes that those claims are essentially indistinguishable. We agree with the latter proposition and so will consider plaintiff’s arguments regarding its unjust enrichment and assumpsit claims together.

Following its recitation of why it believes that claims of unjust enrichment and assumpsit against defendant were proper if there was no contract between defendant and Oak Park, plaintiff does not directly address the trial court’s ruling that plaintiff failed to show that Oak Park was damaged by the stormwater disposal overcharges. Instead, plaintiff contends that Oak Park was the only entity that had standing to bring these claims against defendant, because the class action plaintiffs (i.e., Oak Park’s ratepayers) did not directly pay the assessed stormwater disposal costs to defendant. However, the trial court did not reach the issue of plaintiff’s standing by virtue of the assignment⁴ it received from Oak Park, having disposed of the case on the ground that plaintiff failed to demonstrate that Oak Park was damaged by the stormwater disposal overcharges.

While the trial court did not explain the basis for its ruling, plaintiff alleged in its complaint that Oak Park “passe[d] on that cost to its sewer Customers by imposing stormwater charges in its sewer rates to recover the entire \$3 million plus per year imposed upon the City by [defendant] on an annual basis.” Plaintiff attached a copy of the final judgment of the class action lawsuit to its complaint, in which the trial court for that case noted that, per the settlement agreement between Oak Park and the class action plaintiffs, the class action plaintiffs were deemed to have executed a release of all claims against Oak Park relating to the assessment and costs of water and sewer rates “from the beginning of time through the date” of the final judgment, as well as a period of time for future claims. And plaintiff concedes in its reply brief that the class action plaintiffs released their claims against Oak Park.

Given the foregoing, we surmise that the trial court ruled that plaintiff failed to establish that Oak Park was harmed by the stormwater disposal overcharges because Oak Park directly passed on that cost to the class action plaintiffs, who in turn released any claims they had against Oak Park. Because the actual ratepayers of the alleged overcharge (i.e., the class action plaintiffs) released their claims against Oak Park, plaintiff cannot show that defendant either retained money that in “good conscience, belongs, or ought to be paid, to the plaintiff,” *Trevor*, 338 Mich at 223 (quotation marks and citation omitted), or that Oak Park suffered an inequity, *Karaus*, 300 Mich App at 22-23, because the money at issue belonged to Oak Park’s ratepayers as opposed to Oak Park itself.

Plaintiff argues that any ruling that Oak Park was not harmed by the stormwater disposal overcharges because it passed through the overcharges to the class action plaintiffs runs afoul of a general rejection of “pass-through” defenses in all jurisdictions where such a defense has been

⁴ “Under general contract law, rights can be assigned unless the assignment is clearly restricted,” and an “assignee stands in the position of the assignor, possessing the same rights and being subject to the same defenses.” *Burkhardt v Bailey*, 260 Mich App 636, 653; 680 NW2d 453 (2004).

raised. In support of its argument, plaintiff relies on a miscellany of decisions from a number of different contexts.

The earliest decision upon which plaintiff relies, *Southern Pacific Co v Darnell-Taenzer Lumber Co*, 245 US 531, 533-535; 38 S Ct 186; 62 L Ed 451 (1918), arose from a judgment obtained against a number of railroad defendants (i.e., common carriers) after the Interstate Commerce Commission found that the rate they charged for transporting hardwood lumber was excessive, and where the United States Supreme Court held that the plaintiffs were permitted to collect a judgment against the defendants even if the plaintiffs may have passed on the excessive charge to their own customers. The Court explained that a common “carrier ought not to be allowed to retain his illegal profit, and the only one who can take it from him is the one that alone was in relation with him, and from whom the carrier took the sum,” because “of the endlessness and futility of the effort to follow every transaction to its ultimate result.” *Id.* Thus, that holding pertained to proceedings involving a decision by the Interstate Commerce Commission, and commercial transactions where it would be difficult to ascertain how the excessive rate affected the prices paid by customers of the affected businesses. Given that plaintiff readily alleged in its complaint that Oak Park passed the overcharges on to its ratepayers, and has not shown that there would be any particular complexity in determining how the overcharge directly affected the fees paid by Oak Park’s ratepayers, plaintiff’s reliance on *Southern Pacific Co* is inapt.

Plaintiff also relies on decisions with similar holdings that pertain to claims based on federal antitrust violations: *Hanover Shoe, Inc v United Shoe Machinery Corp*, 392 US 481, 488-489, 493-494; 88 S Ct 2224; 20 L Ed 2d 1231 (1968) (rejecting a “passing-on” defense while recognizing that a buyer who was charged an illegally high price for materials used for the buyer’s business had established a prima facie case under federal antitrust law); *Oakland Co v Detroit*, 866 F2d 839, 844-846 (CA 6, 1989)⁵ (holding that the county plaintiffs would have standing to bring claims under federal antitrust and racketeering law and could demonstrate an injury even if they recouped the illegal overcharges by passing it on to their own customers). However, those decisions pertain to claims based on violations of specific federal statutes rather than claims in assumpsit or unjust enrichment. Because the rationale for their disavowal of a “pass-through” or “passing-on” defense is based on considerations directly related to the aforementioned federal statutes, those cases do not militate in favor of adopting those holdings in the wholly distinct context of claims in assumpsit or unjust enrichment. Moreover, plaintiff, by virtue of its representation of the class action plaintiffs, fully demonstrated that a class action claim could be brought against Oak Park by its ratepayers, even if that litigation ended with the class action plaintiffs agreeing to release their claims against Oak Park.

Plaintiff also cites *Northern Arizona Gas Serv, Inc v Petrolane Transp, Inc*, 145 Ariz 467, 476; 702 P2d 696 (Ariz App, 1984), where the Arizona Court of Appeals held that the plaintiff’s “waiver of its claim for lost profits did not constitute an admission that none resulted from [the defendant’s] activities,” because “it was based on the complexity of issues of proof—the very reason for the supreme court’s rejection of the passing-on defense in *Hanover Shoe*.” And the

⁵ “Opinions of the lower federal courts and foreign jurisdictions are not binding but may be considered persuasive.” *People v Patton*, 325 Mich App 425, 435 n 1; 925 NW2d 901 (2018).

Arizona court also noted that the plaintiff was “the only party that can recover the overcharge from” the defendant. *Id.* Plaintiff has not shown that there is any complexity with issues of proof regarding the effect of the overcharges, and, as discussed above, Oak Park’s rate-payers were entitled to recover the overcharges from Oak Park but they released those claims. Therefore, plaintiff’s reliance on this decision is inapt.

For these reasons, plaintiff has failed to show that the trial court erred in concluding as a matter of law that Oak Park did not incur any damages in this matter.

Plaintiff also argues that the trial court erred when it granted defendant’s motion for summary disposition because plaintiff’s allegation that defendant charged Oak Park an unreasonable rate for stormwater disposal presented a question of fact. Again, we are not persuaded.

In its complaint, plaintiff supported its second claim in assumpsit and its claim of unjust enrichment by alleging that defendant’s charge for stormwater disposal was unreasonable because it exceeded the costs set by the Final Order of Apportionment. The trial court did not specifically address that allegation in its ruling, having disposed of the case on the ground of the lack of damages suffered by Oak Park. Because we affirm the result below on that ground, we need not consider the question of reasonableness of the stormwater disposal charge.

Nonetheless, plaintiff fails to show that defendant was under some general duty of reasonableness in connection with its stormwater disposal charges. Plaintiff relies on *Mapleview Estates, Inc v City of Brown City*, 258 Mich App 412; 671 NW2d 572 (2003). The discussion of reasonableness in that decision was limited to whether a “tap-in fee” for connecting to a municipal water system was reasonable under the Revenue Bond Act of 1933, MCL 141.101 *et seq.*, where a municipality is permitted to set the rates for services falling under that act provided that those rates are reasonable. *Id.* at 417-418.⁶ But plaintiff provides no argument or explanation regarding how the RBA might be applicable in this situation.

And plaintiff did not raise an independent claim in its complaint that defendant charged unreasonable rates; rather, its allegation that the rates were unreasonable merely supported a claim in assumpsit and a claim of unjust enrichment. Given that plaintiff has failed to cite legal authorities that establish defendant was required to charge a reasonable rate, or otherwise adequately brief how the trial court erred, plaintiff has abandoned this argument on appeal. See *MOSES, Inc*, 270 Mich App at, 417; *Wolfe*, 267 Mich App at 139.

⁶ Plaintiff also cites two other decisions that do not show that defendant was required to charge a reasonable rate. See *Trahey v Inkster*, 311 Mich App 582, 594; 876 NW2d 582 (2015) (where the city defendant challenged the trial court’s finding that its water and sewer rates were unreasonable under the defendant’s own city charter, which required the defendant’s city council to set “just and reasonable rates” for public utility services provided by the defendant); *Plymouth v Detroit*, 423 Mich 106, 111; 377 NW2d 689 (1985) (a breach of contract action where the municipal water contract between the parties required the defendant to set rates for the water that was reasonable in relation to the costs incurred by the defendant).

Plaintiff also briefly contends that defendant asserts that Oak Park released its claims against defendant during the class action suit. There is no indication that defendant actually raised this argument in the trial court. Because the trial court never considered any such contention, we decline to consider it.

Affirmed.

/s/ Karen M. Fort Hood

/s/ Mark J. Cavanagh

/s/ Jonathan Tukel

**Jim Nash, Oakland County Water Resources Commissioner
Dequindre Pump Station Rehabilitation
George W. Kuhn Drain Drainage District
Oakland County, Michigan**

Regular Construction Estimate No. 17

December 1, 2020 to December 31, 2020

Department No.: 6010101
Fund No.: 58520
Project No.: 1-2190

Account No.: 730373
Program No.: 149667
Activity: FAC

Contractor:
Weiss Construction
4000 Renaissance Center, Suite 2170
Detroit, MI 48243

Date of Contract: May 14, 2019
Completion Date: August 30, 2020
Extended to: January 31, 2021

Original Contract Amount: \$5,845,000.00

Previous Change Orders: \$140,509.00
Numbers: Change Order #1 and #2

Change Orders This Estimate: \$0.00
Numbers: None

Total Net Change Orders: \$140,509.00

Adjusted Contract Amount: \$5,985,509.00 ✓

Sub-Total To Date: \$5,790,624.00

Less Deductions: \$0.00

Gross Estimate: (Work in Place) 96.74% \$5,790,624.00

Less Amount Reserved: (10% of 1/2 Adjusted Contract Amount) \$299,275.45

Total Amount Allowed To Date: \$5,491,348.55 ✓

Less Previous Estimates: \$5,322,069.55 ✓

Net Payment Request To Be Paid To Contractor: \$169,279.00

Reserve Payment to Contractor \$0.00

Balance of Contract To Date \$ 194,885.00 Accounting Auditor: *JLB* 1/12/21 ✓

Amount To Be Reserved (From Above) \$299,275.45

Less Previous Transfers To Reserve: \$299,275.45 ✓

Amount of Current Transfer: \$0.00

Prepared by: *Craig Tiell*
Craig Tiell - Project Engineer

Date: *1/13/2020*

Recommended by: *John Arvai*
John Arvai, P.E. - Consulting Engineer

Date: _____

Approved by: *Gary Nigro*
Gary Nigro, P.E. - Chief Engineer, Construction Management

Date: *Jan 14, 2021*

Approved by: *Sid Lockhart*
Sid Lockhart, P.E. - Special Project Manager, Construction Management

Date: *1/14/2021*

Regular Construction Estimate No. 17

Approved By Board On: _____

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

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

DATE: January 26, 2021

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

Payable To	Ref No.	For	Amount
FK Engineering Associates	TBP	Invoice # 20-060-002 - Contracted Services - 05/24/20 - 11/07/20	\$ 9,823.75
		Subtotal Project # 1-2847	\$ 9,823.75
Dickinson Wright, PLLC	TBP	Invoice # 1537020 - Legal Services - 11/30/2020	2,841.44
Dickinson Wright, PLLC	TBP	Invoice # 1537019 - Legal Services - 11/30/2020	2,827.76
Dickinson Wright, PLLC	TBP	Invoice # 1537017 - Legal Services - 11/30/2020	2,937.82
Dickinson Wright, PLLC	TBP	Invoice # 1537016 - Legal Services - 11/30/2020	2,751.62
Dickinson Wright, PLLC	TBP	Invoice # 1537015 - Legal Services - 11/30/2020	2,981.96
Dickinson Wright, PLLC	TBP	Invoice # 1537013 - Legal Services - 11/30/2020	3,500.88
Dickinson Wright, PLLC	TBP	Invoice # 1537012 - Legal Services - 11/30/2020	6,985.53
Dickinson Wright, PLLC	TBP	Invoice # 1537014 - Legal Services - 11/30/2020	3,047.45
Dickinson Wright, PLLC	TBP	Invoice # 1537021 - Legal Services - 11/30/2020	2,813.37
Dickinson Wright, PLLC	TBP	Invoice # 1537018 - Legal Services - 12/08/2020	2,861.13
Dickinson Wright, PLLC	TBP	Invoice # 1537023 - Legal Services - 11/30/2020	6,665.40
Dickinson Wright, PLLC	TBP	Invoice # 1537036 - Legal Services - 11/30/2020	770.00
Dickinson Wright, PLLC	TBP	Invoice # 1537011 - Legal Services - 11/30/2020	749.50
Subtotal			\$ 41,733.86
Total			\$ 51,557.61

7. Wilmont Drain

AGENDA

DRAINAGE BOARD FOR THE WILMONT DRAIN

January 26, 2021

1. Call meeting to order
2. Approve minutes of meeting of July 28, 2020
3. Public Comments
4. Present Memorandum from Geoff Wilson, P.E. Drain Maintenance Engineer, to approve the additional work in the amount of \$17,533.86, for a new contract total of in the amount of \$483,133.86
5. Present Request for Reimbursement of the Drain Revolving Fund in the amount of \$29,533.86
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

July 28, 2020

A meeting of the Drainage Board for the Wilmont Drain was held at 2:00 p.m. on the 28th of July, 2020. The meeting was conducted via GoToMeeting in accordance with the Governor's Executive Orders 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 Nash, 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 Geoff Wilson, P.E. – Drain Maintenance Engineer, dated July 28, 2020 recommending the Board approve the VIL invoice in the amount of \$453,600 for emergency repairs to the Drain was presented. It was moved by Zack, supported by Woodward, to approve the payment of the invoice as presented.

ADOPTED: Yeas - 3
Nays - 0

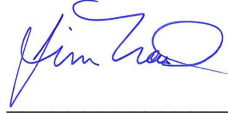
A request for Board approval to reimburse the Drain Revolving Fund in the amount of \$453,682.71 (as attached) was presented. It was moved by Zack, supported by Woodward, to reimburse the Drain Revolving Fund in the amount of \$453,682.71 as presented.

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 - 0

There being no further business, the meeting was adjourned.

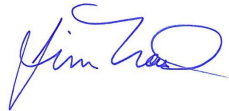
A handwritten signature in blue ink, appearing to read "Jim Nash", is positioned above a horizontal line.

Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Wilmont Drain, Oakland County, Michigan, held on the 28th day of July, 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 Wilmont Drain Drainage District.



Jim Nash, Chairperson

Dated: August 3 , 2020

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

TO: Jim Nash, Chairman – Wilmont Relief Drain Drainage Board

FROM: Geoff S. Wilson, P.E. – Drain Maintenance Engineer

SUBJECT: Wilmont Relief Drain Collapse Emergency Repair

DATE: January 26, 2021

A collapse of the Wilmont Relief Drain necessitated the replacement of 75 feet of metal pipe and a replacement of the failing sheetpile headwall with new concrete pipe and a new concrete headwall. The Drainage Board awarded VIL Construction the contract based on their low bid amount of \$465,600. VIL mobilized to the site in May 2020 and was substantially complete by July 17. During the course of the work, it was necessary to add two additional work items to the contract.

Additional Work to Verify Soils - \$9,583.86

This item covers an exploratory dig. The contractor requested observation by the geotechnical engineer of the soils beneath the pipe bedding aggregate, since it appeared the pipe may have settled after installation began. A special set up was required and was viewed by the engineer, the geotechnical engineer, the contractor, and the WRC engineer. The amount of additional compensation due the Contractor was determined using a time and material basis.

Additional Rip Rap and Fence - \$7,950.00

This item covers a fence for the headwall and additional riprap and grading at the headwall. During the project, the church altered their land use and encouraged more activities along the west side of the Wilmont Drain. Additional foot traffic now crosses the headwall. For safety purposes, WRC requested that a fence be added to the top of the headwall and additional fine grading be completed to the area around the headwall. The price was determined by the WRC and the contractor based on the additional time and materials needed for the restoration crew to purchase and install the fence, purchase and install the rip rap, and to fine grade the headwall area

Recommendation: Approve the additional items to modify the contract by +17,533.86 for a new contract total of \$483,133.86



Photo 1: Completed headwall, fence, and restoration.

Additional Work to Verify Soils

Totals	
Labor	2,650.16
15%	397.52
Total	3,047.68
Material	0.00
15%	0.00
Total	0.00
Equipment	5,683.63
15%	852.54
Total	6,536.17
Subcontractors	0.00
5%	0.00
Total	0.00
Grand Total	9,583.86

Additional Work to Verify Soils

30-Jun-20			
Equipment Description	Hours	Rate	Cost
Cat 374 Excavator	5.5	229.47	1,262.09
Cat 336 Excavator	5.5	175.58	965.69
PC 228 Backhoe	2	117.06	234.12
Cat 938 Loader	5.5	71.40	392.70
8" Electric Pump w/Hose	5.5	43.76	240.68
6" Gas Pump w/Hose	5.5	46.82	257.51
4" Electric Pump w/Hose	5.5	37.46	206.03
3" Electric Pump w/Hose (2 Total)	11	15.22	167.42
14.4 kw Generator (3 Total)	16.5	25.17	415.31
8' x 20' Plates (13 Total)	71.5	15.22	1,088.23
20' Z Sheet (7 Total)	38.5	9.11	350.74
Foreman Truck	5.5	18.75	103.13
			5,683.63

Equipment Totals	
Date	Total
30-Jun-20	5,683.63
	5,683.63

Additional Work to Verify Soils

30-Jun-20					
Employee	Reg Hours	Rate	O.T. Hours	Rate	Cost
Foreman/Operator	8	88.96	0	114.73	711.68
Foreman/Operator	8	88.96	0	114.73	711.68
Foreman/Operator	8	88.96	0	114.73	711.68
Laborer	8	64.39	0	85.23	515.12
					2,650.16

Labor Totals	
Date	Total
30-Jun-20	2,650.16
	2,650.16

Additional Work to Verify Soils

Item Description	Quantity	Units	Price	Cost
Total				0.00

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting



DATE: January 26, 2021

SUBJECT: Request for Approval of Invoices

The following is a detail of charges paid from the Drain Revolving Fund
for the period ending January 20, 2021.

Date	Ref No.	Paid To	Amount
	TBP	V.I.L. Construction Inc	Invoice # 9057 - Contracted Services
			\$ 29,533.86
			Total \$ 29,533.86

8. Edwards Relief Drain

AGENDA

DRAINAGE BOARD FOR EDWARDS RELIEF DRAIN

January 26, 2021

1. Call meeting to order
2. Approve minutes of meeting of October 27, 2020
3. Public Comments
4. Present request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$6,903.81
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE EDWARDS RELIEF DRAIN**

October 27, 2020

A meeting of the Drainage Board for the Edwards Relief Drain was held at 2:00 p.m. on the 27th of October, 2020. The meeting was conducted electronically via GoToMeeting in accordance with the Open Meetings Act, PA 267 of 1976, as amended.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Helaine Zack, 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 September 22, 2020 were presented for consideration. It was moved by Zack, 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.

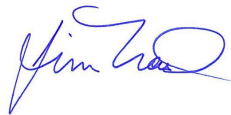
A request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$3,895.21 (as attached) was presented. It was moved by Zack, supported by Nash, that the invoices in the amount of \$3,895.21 be paid as presented.

ADOPTED: Yeas - 2
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.

ADOPTED: Yeas - 2
Nays - 0

There being no further business, the meeting was adjourned.

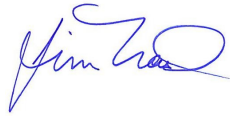


Jim Nash, Chairperson

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 of the Edwards Relief Drain, Oakland County, Michigan, held on the 27th day of October, 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 Edwards Relief Drain Drainage District.



Jim Nash, Chairperson

Dated: November 2 , 2020

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the EDWARDS RELIEF DRAIN

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting



DATE: January 26, 2021

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

Paid To	Ref No.	For	Amount
Hubbell, Roth & Clark, Inc	V # 1493446	Invoice # 0182569 - Contracted Services - Period Ending 09/30/20 Proj # 1-2680	\$ 1,651.06
Hubbell, Roth & Clark, Inc	V #1493447	Invoice # 0182570 - Contracted Services - Period Ending 09/30/20 Proj # 1-2680	775.97
Hubbell, Roth & Clark, Inc	TBP	Invoice # 0183358 - Contracted Services - Period Ending 10/31/20 Proj # 1-2680	1,626.30
Hubbell, Roth & Clark, Inc	TBP	Invoice # 0183356 - Contracted Services - Period Ending 10/31/20 Proj # 1-2680	2,850.48
Total Proj # 1-2680			\$ 6,903.81