

NOTICE OF MEETINGS
DRAINAGE BOARD FOR THE FOLLOWING DRAINS:

1. City of Pontiac Wastewater Treatment Facility
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. Minnow Pond Drain
8. Pebble Creek Drain
9. Helaine Zack 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, MARCH 23, 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 254 OF 2020, AND/OR AS OTHERWISE PROVIDED BY LAW DUE TO THE ONGOING COVID-19 PANDEMIC.

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: March 18, 2021

March 2021 Chapter 20 Drain Board Meeting
Tue, Mar 23, 2021 2:00 PM - 4:00 PM (EDT)

Please join my meeting from your computer, tablet or smartphone.
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**1. City of Pontiac
Wastewater Treatment Facility**

AGENDA

DRAINAGE BOARD FOR THE CITY OF PONTIAC WASTEWATER TREATMENT FACILITY

March 23, 2021

1. Call meeting to order
2. Approve minutes of meeting of February 23, 2021
3. Public Comments
4. Present Bond Resolution and Special Assessment Roll
5. Present Debt Assessment Recommendation and Special Assessment Roll in the amount of \$2,867,870
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE CITY OF PONTIAC WASTEWATER TREATMENT FACILITY**

February 23, 2021

A meeting of the Drainage Board for the City of Pontiac Wastewater Treatment Facility was held at 2:00 p.m. on the 23rd of February, 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.

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

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

Minutes of the meeting held December 15, 2020 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.

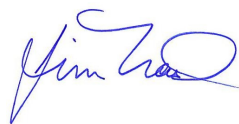
A request for approval of payment of invoices in the amount of \$3,211.60 (as attached) was presented. It was moved by Markham, supported by Nash, to approve the payment of invoices in the amount of \$3,211.60.

ADOPTED: Yeas - 2
Nays - 0

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

ADOPTED: Yeas - 2
Nays - 0

There being no further business, the meeting was adjourned.

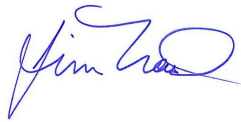


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the City of Pontiac Wastewater Treatment Facility, Oakland County, Michigan, held on the 23rd day of February, 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 City of Pontiac Wastewater Treatment Facility Drainage District.



Jim Nash, Chairperson

Dated: March 1 , 2021

RESOLUTION TO AUTHORIZE THE ISSUANCE
OF REFUNDING BONDS IN THE PRINCIPAL
AMOUNT OF NOT TO EXCEED \$39,890,000

WHEREAS, pursuant to the provisions of Chapter 20 of Act No. 40, Public Acts of Michigan, 1956, as amended, the City of Pontiac Wastewater Treatment Facility Drainage District (the "Drainage District") issued its Drain Bonds, Series 2012A (Taxable), dated August 23, 2012, in the principal amount of \$53,480,000 (the "Prior Bonds") to defray the cost of acquiring the City of Pontiac Wastewater Treatment Facility; and

WHEREAS, the Prior Bonds remain outstanding in the aggregate principal amount of \$40,915,000, mature in various principal amounts on June 1 in the years 2021 through 2028 and 2034 and bear interest at rates per annum which vary from 2.450% to 4.00%; and

WHEREAS, Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34") authorizes the Drainage District to refund all or any part of its outstanding securities; and

WHEREAS, the Drainage District has received a request from the City of Pontiac (the "City") to refund all or part of the Prior Bonds; and

WHEREAS, it is in the best interests of the Drainage District and the City, the public corporation assessed for the cost of the City of Pontiac Wastewater Treatment Facility, that all or part of the callable Prior Bonds be refunded.

NOW, THEREFORE, BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE CITY OF PONTIAC WASTEWATER TREATMENT FACILITY (the "Drainage Board"):

1. AUTHORIZATION OF BONDS - PURPOSE. Bonds of the Drainage District (the "Refunding Bonds") aggregating the principal sum of not to exceed Thirty-Nine Million Eight Hundred Ninety Thousand Dollars (\$39,890,000) shall be issued and sold pursuant to the provisions of Act 34, and other applicable statutory provisions, for the purpose of refunding all or part of the callable Prior Bonds, as determined by order of the Chairperson of the Drainage Board.

2. BOND DETAILS. The Refunding Bonds shall be designated "Drain Refunding Bonds, Series 2021 (Taxable)", or as otherwise designated by the Chairperson of the Drainage Board; shall be in the principal amount and shall be dated as of such date as shall be determined by order of the Chairperson of the Drainage Board; shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof; shall bear interest at a rate or rates not exceeding 5% per annum as shall be determined by order of the Chairperson of the Drainage Board; shall be payable as to interest on such dates as shall be determined by order of the Chairperson of the Drainage Board; and shall be serial bonds and/or term bonds and mature on such dates, not later than June 1, 2034, and in such amounts as shall be determined by order of the Chairperson of the Drainage Board.

3. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the Refunding Bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the Refunding Bonds to the bond registrar and paying agent as they severally mature. Interest shall be paid to the registered owner of each Refunding Bond as shown on the registration books at the close of business on the fifteenth day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid to the registered owner when due by the bond registrar and paying agent pursuant to such method of payment as may be permitted or required by the registered owner.

4. BOOK-ENTRY SYSTEM. Initially, one fully-registered bond for each maturity, in the aggregate amount of such maturity, shall be issued in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC") for the benefit of other parties (the "Participants") in the book-entry-only transfer system of DTC. In the event the Drainage Board determines that it is in the best interest of the Drainage District not to continue the book-entry system of transfer or that the interests of the holders of the Refunding Bonds might be adversely affected if the book-entry system of transfer is continued, the Drainage Board may notify DTC and the bond registrar and paying agent, whereupon DTC will notify the Participants of the availability through DTC of bond certificates. In such event, the bond registrar and paying agent shall deliver, transfer and exchange bond certificates as requested by DTC and any Participant or "beneficial owner" in appropriate amounts in accordance with this Resolution. DTC may determine to discontinue providing its services with respect to the Refunding Bonds at any time by giving notice to the Drainage District and the bond registrar and paying agent and discharging its responsibilities with respect thereto under applicable law or the Drainage District may determine that DTC is incapable of discharging its duties and may so advise DTC. In either such event, the Drainage District shall use reasonable efforts to locate another securities depository. Under such circumstances (if there is no successor securities depository), the Drainage District and the bond registrar and paying agent shall be obligated to deliver bond certificates in accordance with the procedures established by this Resolution. In the event bond certificates are issued, the provisions of this Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the Drainage District and the bond registrar and paying agent to do so, the Drainage District and the bond registrar and paying agent shall cooperate with DTC in taking appropriate action after reasonable notice to make available one or more separate certificates evidencing the Refunding Bonds to any Participant having Refunding Bonds certified to its DTC account or to arrange for another securities depository to maintain custody of certificates evidencing the Refunding Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Refunding Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, interest on and redemption premium, if any, on such Refunding Bonds and all notices with respect to the Refunding Bonds shall be made and given, respectively, to DTC. The Chairperson of the Drainage Board or the County Treasurer is authorized to sign the Blanket Issuer Letter of Representations, or such other documents requested by DTC, on behalf of the Drainage District, in such form as the Chairperson of the Drainage Board or the County Treasurer deems necessary or appropriate, in order to accomplish the issuance of the Refunding Bonds in accordance with law and this Resolution.

Notwithstanding any other provision of this section to the contrary, if the Chairperson of the Drainage Board deems it to be in the best interest of the Drainage District, the Refunding Bonds shall not initially be issued through the book-entry-only transfer system of DTC.

5. PRIOR REDEMPTION. The Refunding Bonds shall be subject to redemption prior to maturity upon such terms and conditions as shall be determined by order of the Chairperson of the Drainage Board.

6. BOND REGISTRAR AND PAYING AGENT. The Treasurer of the Drainage District shall designate and enter into an agreement with a bond registrar and paying agent for the Refunding Bonds that shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Treasurer of the Drainage District may from time to time as required designate a similarly qualified successor bond registrar and paying agent. Notwithstanding any provision of this section to the contrary, if the Chairperson of the Drainage Board deems it to be in the best interest of the Drainage District, the County Treasurer shall serve as bond registrar and paying agent for the Refunding Bonds.

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

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

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

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

The Drainage District and the bond registrar and paying agent may deem and treat the person in whose name any Refunding Bond shall be registered upon the books of the Drainage District as the absolute owner of such Refunding Bond, whether such Refunding Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Refunding Bond and for all other purposes, and all payments made to any such registered owner, or upon this order, in accordance with the provisions of Section 3 of this Resolution shall be valid and effectual to satisfy and discharge the liability upon such Refunding Bond to the extent of the sum or sums so paid, and neither the Drainage District nor the bond registrar and paying agent shall be affected by any notice to the contrary. The Drainage District agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

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

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

9. FORM OF BONDS. The Refunding Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF PONTIAC WASTEWATER TREATMENT FACILITY DRAINAGE DISTRICT
DRAIN REFUNDING BOND, SERIES 2021
(TAXABLE)

INTEREST RATE MATURITY DATE DATE OF ORIGINAL ISSUE CUSIP

Registered Owner

Principal Amount

The City of Pontiac Wastewater Treatment Facility Drainage District, County of Oakland, State of Michigan (the "Drainage District"), acknowledges itself indebted to, and for value received, hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at _____ the bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolution (as hereinafter defined), and to pay to the Registered Owner as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by check or draft drawn upon and mailed by the bond registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount from _____, 2021 or such later date through which interest has been paid until the Drainage District's obligation with respect to the payment of such Principal Amount is discharged, at the rate per annum specified above. Interest is payable on the first day of _____ and _____ in each year, commencing on _____ 1, 2021. Principal and interest are payable in lawful money of the United States of America. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This bond is one of a series of bonds aggregating the principal sum of _____ Dollars (\$ _____) issued by the Drainage District under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act No. 34, Public Acts of 2001, as amended) and a resolution adopted by the Drainage Board for the City of Pontiac Wastewater Treatment Facility Drainage District and an order of the Chairperson of the Drainage Board for the City of Pontiac Wastewater Treatment Facility Drainage District (collectively, the "Resolution") for the purpose of refunding the Drainage District's outstanding Drain Bonds, Series 2012A (Taxable), dated August 23, 2012 (the "Prior Bonds"), maturing in the years _____ through _____ and _____. The bonds of this series are issued in anticipation of, the principal of and interest on the bonds are payable from, an equal amount of collections of a special assessment assessed against the City of Pontiac (the "City") on the 2021 Refunding

Bonds Special Assessment Roll for the City of Pontiac Wastewater Treatment Facility, which assessment is a general obligation of said public corporation. The full faith and credit of the Drainage District have been pledged for the payment of the principal of and interest on the bonds of this series as the same shall become due and, in addition, the full faith and credit of the County have been pledged therefor. Taxes imposed by the City for the payment of the special assessment and by the County for the payment of the bonds are subject to constitutional, statutory and charter tax rate limitations.

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

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

MANDATORY PRIOR REDEMPTION

Bonds maturing in the year ____ are subject to mandatory prior redemption at par and accrued interest as follows:

<u>Redemption Date</u>	<u>Principal Amount of Bonds to be Redeemed</u>
------------------------	---

Bonds or portions of bonds to be redeemed by mandatory redemption shall be selected by lot.

(REPEAT IF MORE THAN ONE TERM BOND)

OPTIONAL PRIOR REDEMPTION

Bonds maturing prior to _____ 1, _____, are not subject to redemption prior to maturity. Bonds maturing on and after _____ 1, _____, are subject to redemption prior to maturity at the option of the Drainage District, in such order as shall be determined by the Drainage District, on any one or more interest payment dates on and after _____ 1, _____. Bonds of a denomination greater than \$5,000 may be partially redeemed in the amount of \$5,000 or any integral multiple thereof. If less than all of the bonds maturing in any year are to be redeemed, the bonds or portions of bonds to be redeemed shall be selected by lot.

The redemption price shall be the par value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption, but without premium.

Not less than thirty days' nor more than sixty days' notice of redemption shall be given to the holders of bonds called to be redeemed by mail to the registered holder at the registered address. Bonds or portions of bonds called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

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

IN WITNESS WHEREOF, the City of Pontiac Wastewater Treatment Facility Drainage District, County of Oakland, State of Michigan, by its Drainage Board, has caused this bond to be executed in its name by facsimile signatures of the Chairperson and at least one other member of its Drainage Board and its corporate seal (or a facsimile thereof) to be impressed or imprinted hereon. This bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the bond registrar and paying agent.

CITY OF PONTIAC WASTEWATER TREATMENT FACILITY DRAINAGE DISTRICT

By: _____
Member of the Drainage Board

By: _____
Chairperson of the Drainage Board

(SEAL)

CERTIFICATE OF AUTHENTICATION

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

Bond Registrar and Paying Agent

By: _____
Authorized Representative

AUTHENTICATION DATE:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____
(please print or type name, address and taxpayer identification number of transferee) the within
bond and all rights thereunder and does hereby irrevocably constitute and appoint

attorney to transfer the within bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature Guaranteed: _____

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

[END OF BOND FORM]

10. SECURITY. The Refunding Bonds shall be issued in anticipation of the collection of an equal amount of a special assessment against the City of Pontiac (the "City") on the 2021 Refunding Bonds Special Assessment Roll for the City of Pontiac Wastewater Treatment Facility, as supplemented by the Supplemental Order to be delivered by the Chairperson of the Drainage Board in connection with the sale of the Refunding Bonds (the "Supplemental Order"). The full faith and credit of the Drainage District are pledged hereby for the prompt payment of the principal of and interest on the Refunding Bonds as the same shall become due. Pursuant to a resolution approved by two-thirds of the members of the Board of Commissioners of the County, the full faith and credit of the County have been pledged for the prompt payment of the principal of and interest on the Refunding Bonds.

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

any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein.

12. PRINCIPAL AND INTEREST FUND. There shall be established for the Refunding Bonds a Principal and Interest Fund which shall be kept in a separate bank account. From the proceeds of the sale of the Refunding Bonds there shall be set aside in the Principal and Interest Fund any accrued interest received from the purchaser of the Refunding Bonds at the time of delivery of the same; provided however, that the Chairperson of the Drainage Board may determine that all or any portion of any premium received from the purchaser of the Refunding Bonds received at the time of such delivery also may be set aside in the Principal and Interest Fund. All collections (including both principal and interest) on the 2021 Refunding Bonds Special Assessment Roll for the City of Pontiac Wastewater Treatment Facility, as supplemented by the Supplemental Order, shall be placed in the Principal and Interest Fund. The Treasurer of the Drainage District shall cause moneys in the Principal and Interest Fund to be transferred to the bond registrar and paying agent for the Prior Bonds and the bond registrar and paying agent for the Refunding Bonds as necessary for the payment of the principal of and interest on the Prior Bonds that are not refunded and the Refunding Bonds.

13. PAYMENT OF ISSUANCE EXPENSES - ESCROW FUND. The remainder of the proceeds of the Refunding Bonds shall be used to pay the issuance expenses of the Refunding Bonds and to pay the principal of and interest on the Prior Bonds that are refunded. If necessary, after the issuance expenses have been paid or provided for, the remaining proceeds shall be used to establish an escrow fund (the "Escrow Fund"), consisting of cash and investments in direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing and used to pay the principal of and interest on the Prior Bonds that are refunded. The Escrow Fund, if required, shall be held by a trustee (the "Escrow Agent") in trust pursuant to an escrow agreement (the "Escrow Agreement"), which irrevocably shall direct the Escrow Agent to take all necessary steps to pay the interest on the Prior Bonds that are refunded when due and to call such Prior Bonds for redemption at such time as shall be determined in the Escrow Agreement. The Chairperson of the Drainage Board shall select the Escrow Agent, and enter into the Escrow Agreement with the Escrow Agent on behalf of the Drainage District. The amounts held in the Escrow Fund shall be such that the cash and the investments and the income received thereon will be sufficient without reinvestment to pay the principal of and interest on the Prior Bonds that are refunded when due at maturity or call for redemption as required by the Escrow Agreement.

14. APPROVAL OF DEPARTMENT OF TREASURY. The issuance and sale of the Refunding Bonds shall be subject to the Drainage District obtaining qualified status or prior approval from the Department of Treasury of the State of Michigan pursuant to Act 34. The Chairperson of the Drainage Board hereby is authorized and directed, if necessary, to make application to the Department of Treasury for permission to issue and sell the Refunding Bonds as provided by the terms of this Resolution and to pay any filing fees required in connection with obtaining qualified status or prior approval from the Department of Treasury. The Chairperson of the Drainage Board is further authorized to request such waivers of the requirements of the Department of Treasury or Act 34 as may be necessary or desirable in connection with the sale of the Refunding Bonds.

15. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF REFUNDING BONDS. The Chairperson of the Drainage Board is hereby authorized to determine the principal amount of the Refunding Bonds to be sold and to determine the other bond details as described in Section 2 hereof, the terms and conditions for prior redemption as described in Section 5 hereof, and the amount of any premium to be set aside in the Principal and Interest Fund as described in Section 12 hereof. The Chairperson of the Drainage Board shall prescribe the form of notice of sale for the Refunding Bonds; sell the Refunding Bonds at a competitive sale at a price not less than 99% of par, plus accrued interest, in accordance with the provisions of Act 34 and other applicable laws of this state; and do all things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the Refunding Bonds in accordance with the provisions of this Resolution. The financial consultant is hereby designated to act for and on behalf of the Drainage District to receive proposals for the purchase of the Refunding Bonds and to take all other steps necessary in connection with the sale and delivery thereof. The Chairperson of the Drainage Board is hereby authorized to determine the low proposer on the Refunding Bonds and to award the Refunding Bonds to such low proposer. The Chairperson of the Drainage Board, other members of the Drainage Board and the County Treasurer (the Treasurer of the Drainage District) are each hereby authorized to do all other things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the Refunding Bonds in accordance with the provisions of this Resolution.

16. REPLACEMENT OF REFUNDING BONDS. Upon receipt by the Chairperson of the Drainage Board or the Treasurer of the Drainage District of proof of ownership of an unmatured bond, of satisfactory evidence that the bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the Chairperson or the Treasurer, the Chairperson or Treasurer may authorize the bond registrar and paying agent to deliver a new executed bond to replace the bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured bond is lost, apparently destroyed or wrongfully taken, the Chairperson or Treasurer may authorize the bond registrar and paying agent to pay the bond without presentation upon the receipt of the same documentation required for the delivery of a replacement bond. The bond registrar and paying agent for each new bond delivered or paid without presentation as provided above shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the Drainage District in the premises. Any Refunding Bond delivered pursuant the provisions of this Section 16 in lieu of any Refunding Bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the Refunding Bond in substitution for which such Refunding Bond was delivered.

17. OFFICIAL STATEMENT. The Drainage District shall cause the preparation of an official statement for the Refunding Bonds for the purpose of enabling compliance with Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended (the "Rule") and shall do all other things necessary to enable compliance with the Rule. After the award of the Refunding Bonds, the Drainage District will provide copies of a "final official statement" (as defined in paragraph (f)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the successful bidder or bidders to enable such bidder or bidders to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

18. CONTINUING DISCLOSURE. The Chairperson of the Drainage Board is hereby authorized, if necessary, to execute and deliver in the name and on behalf of the Drainage District (i) a certificate of the Drainage District to comply with the requirements for a continuing disclosure undertaking of the Drainage District pursuant to subsection (b)(5) of the Rule and (ii) amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the “Continuing Disclosure Certificate”). The Drainage District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The remedies for any failure of the Drainage District to comply with and carry out the provisions of the Continuing Disclosure Certificate shall be as set forth therein.

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

ADOPTED: Yeas: _____
Nays: _____

The following resolution was offered by _____ and seconded by _____:

WHEREAS, this Drainage Board adopted the Special Assessment Roll for the City of Pontiac Wastewater Treatment Facility on August 23, 2012, specially assessing the cost of the City of Pontiac Wastewater Treatment Facility against the City of Pontiac (the “City”); and

WHEREAS, taxable bonds of the City of Pontiac Wastewater Treatment Facility Drainage District were issued in 2012 (the “Prior Bonds”) to defray the cost of acquiring the City of Pontiac Wastewater Treatment Facility in anticipation of the collections of a special assessment against the City on the foregoing Special Assessment Roll; and

WHEREAS, this Drainage Board has adopted a resolution authorizing the issuance of bonds designated “Drain Refunding Bonds, Series 2021 (Taxable)” in the aggregate principal amount of not to exceed \$39,890,000 (the “Refunding Bonds”) in anticipation of the collections of a special assessment against the City on the Refunding Bonds Special Assessment Roll for the City of Pontiac Wastewater Treatment Facility for the purpose of refunding all or part of the Prior Bonds, and is therefore desirous of adopting a 2021 Refunding Bonds Special Assessment Roll for the City of Pontiac Wastewater Treatment Facility, assessing the sum of \$39,890,000 against the City; and

THEREFORE, BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE CITY OF PONTIAC WASTEWATER TREATMENT FACILITY, as follows:

1. The Chairperson is directed to prepare a 2021 Refunding Bonds Special Assessment Roll for the City of Pontiac Wastewater Treatment Facility assessing the sum of \$39,890,000 against the City to defray the cost of the Refunding Bonds. The aggregate amount assessed shall be adjusted at the time the Refunding Bonds are sold in accordance with a

Supplemental Order to be issued by the Chairperson of the Drainage Board; provided, however, that the aggregate amount assessed shall not exceed \$39,890,000 without the prior approval of the Drainage Board.

2. The amount assessed against the City shall be divided into annual installments by the Chairperson of the Drainage Board in the Supplemental Order and the annual installments shall equal the annual principal maturities of the Refunding Bonds issued by the Drainage District.

3. The special assessment roll shall be prepared in accordance with the provisions of Chapter 20 of Act No. 40, Public Acts of Michigan, 1956, as amended, and when the special assessment roll shall have been prepared it shall be presented to the Drainage Board for approval.

ADOPTED: Yeas:
Nays:

The Chairperson presented to the Drainage Board the 2021 Refunding Bonds Special Assessment Roll for the City of Pontiac Wastewater Treatment Facility, which special assessment roll contains a statement signed by the Chairperson and the other members of the Drainage Board to the effect that it was prepared in accordance with the directions of the Drainage Board and the statutory provisions applicable thereto.

The following resolution was offered by _____ and seconded by _____:

RESOLUTION APPROVING SPECIAL ASSESSMENT ROLL

WHEREAS, the Chairperson has prepared a 2021 Refunding Bonds Special Assessment Roll for the City of Pontiac Wastewater Treatment Facility in connection with the proposed issuance of Drain Refunding Bonds, Series 2021 (Taxable) in the principal amount of not to exceed \$39,980,000 (the "Refunding Bonds") by the City of Pontiac Wastewater Treatment Facility Drainage District (the "Drainage District").

THEREFORE, BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE CITY OF PONTIAC WASTEWATER TREATMENT FACILITY, as follows:

1. The 2021 Refunding Bonds Special Assessment Roll for the City of Pontiac Wastewater Treatment Facility, upon which special assessment roll (the "Roll") is spread a special assessment against the City of Pontiac (the "City") in the principal sum of \$39,890,000, is approved and ordered filed with the Chairperson.

2. The Chairperson shall execute the statement affixed to the Roll setting forth the date of such approval.

3. The annual installments of the special assessment against the City, as set forth in a Supplemental Order of the Chairperson to be delivered at the time of the sale of the Refunding

Bonds (the "Supplemental Order"), shall become due each year on the date indicated in the Supplemental Order, and the amounts of the special assessment from time to time unpaid shall bear interest, from the date set forth in the Supplemental Order until paid, which is sufficient to pay the interest on the Refunding Bonds, which interest shall be paid as set forth in the Supplemental Order.

4. The City may pay in advance of maturity all or any part of an annual installment of its special assessment by surrendering to the Drainage District Refunding Bonds issued in anticipation of the special assessment of a like principal amount maturing in the same calendar year as the installment. All Refunding Bonds so surrendered shall be cancelled.

5. The Chairperson of the Drainage Board, within 10 days of the date hereof, shall certify to the City the amount of the total special assessment against it, and within 10 days of the date of the Supplemental Order shall certify to the City the amount of the adjusted special assessment, the amounts of the various installments, the due date of each installment and the interest upon the special assessment from time to time unpaid. Also, each year as provided by law, the Chairperson shall notify the City of the amount of the installment and interest next becoming due.

ADOPTED: Yeas: _____
Nays: _____

2021 REFUNDING BONDS SPECIAL ASSESSMENT ROLL
FOR
THE CITY OF PONTIAC WASTEWATER TREATMENT FACILITY
(An Intra-County Drain in Oakland County, Michigan)

AMOUNT TO BE ASSESSED: \$39,890,000

<u>PUBLIC CORPORATION</u>	<u>PERCENTAGE</u>	<u>AMOUNT ASSESSED</u>
City of Pontiac	100.00%	\$39,890,000

The number and amounts of the installments, the due dates of the installments and the interest on the unpaid installments shall be set forth in a Supplemental Order supplementing this Special Assessment Roll to be delivered by the Chairperson of the Drainage Board at the time of the sale of the Drain Refunding Bonds, Series 2021 (Taxable) (the “Refunding Bonds”) to be issued by the City of Pontiac Wastewater Treatment Facility Drainage District; provided, however, that the interest on the unpaid installments shall be at a rate that will provide amounts sufficient to pay the interest when due on the Refunding Bonds.

The foregoing roll was approved by the Drainage Board for the City of Pontiac Wastewater Treatment Facility on March 23, 2021

We hereby certify that the foregoing special assessment roll was prepared in accordance with the direction of the Drainage Board for the City of Pontiac Wastewater Treatment Facility and the statutory provisions applicable thereto

Chairperson of the Drainage Board

Chairperson of the Drainage Board

Member

Member

**OAKLAND COUNTY WATER RESOURCES COMMISSIONER
OPERATIONS AND MAINTENANCE DIVISION
DEBT ASSESSMENT RECOMMENDATION FOR THE
Pontiac WWTF Drain**

Assessment for current fund balance and the following year of expenses: July 1, 2021 through June 30, 2022

	<u>Debt Assessment</u>
Last Assessment (\$):	\$ 3,065,035.00
Date last assessment approved:	3/24/20
Unreserved and Undesignated Fund Balance as of 1/31/2021	\$ 15,344.45
Capital Improvement Reserves as of 1/31/2021	\$ 546,666.76
Major Maintenance Reserves as of 1/31/2021	\$ (16,875.61)
Emergency Maintenance as of 1/31/2021	\$ -
Funds Available as of February 1, 2021	<u>\$ 545,135.60</u>

DEBT SERVICE REQUIREMENT for July 1, 2021 through June 30, 2022

Revenue Requirements

Debt Service	\$ 5,135,870.00
Total Revenue Requirements	<u>\$ 5,135,870.00</u>
Non-Rate Revenue	\$ -
Rate Required Revenue	<u>\$ 5,135,870.00</u>

Recommended July 1, 2021 through June 30, 2022 assessment:

Total Anticipated Expenses for July 1, 2021 - June 30, 2022	\$ 5,135,870.00
Revenue from COSDS Contract	\$ (2,268,000.00)
Total Anticipated Funds Needed	<u>\$ 2,867,870.00</u>

TOTAL RECOMMENDED DEBT ASSESSMENT

\$ 2,867,870.00

Billings are to be at the end of the calendar quarters.

Prepared by: Leo Lease
Leo Lease - Senior Financial Analyst

Date: 3/11/2021

Approved by: Steve Korth
Steve Korth - Manager, Water Resources Commissioner

Date: March 23, 2021

SPECIAL ASSESSMENT ROLL FOR THE DEBT OF THE PONTIAC WWTF DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Debt Assessment
City of Pontiac	100.00%	\$ 2,867,870.00
Total	100.00000%	\$ 2,867,870.00

*Apportionment based on Final Order of Apportionment dated July 17, 2012.

Assessment Due Date for the Debt: To be paid as the debt invoices are invoiced to Oakland County.

I hereby certify that I have prepared the Special Assessment Roll for the Debt of the Pontiac WWTF Drain for the period July 1, 2021 through June 30, 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 Pontiac WWTF Drain

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

Jim Nash
Chairman of the Drainage Board for the Pontiac WWTF Drain

2. Acacia Park CSO

AGENDA

DRAINAGE BOARD FOR THE ACACIA PARK CSO DRAIN

March 23, 2021

1. Call meeting to order
2. Approve minutes of meeting of February 23, 2021
3. Public Comments
4. Present request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$9,307.89
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**

February 23, 2021

A meeting of the Drainage Board for the Acacia Park CSO Drain was held at 2:00 p.m. on the 23rd of February, 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.

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

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

Minutes of the meeting held January 26, 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.

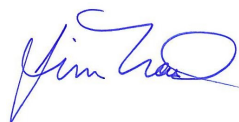
A request for reimbursement of the Evergreen Farmington Fund in the amount of \$31,955.84 (as attached) was presented. It was moved by Markham, supported by Nash, to reimburse the Evergreen Farmington Fund in the amount of \$31,955.84.

ADOPTED: Yeas - 2
Nays - 0

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

ADOPTED: Yeas - 2
Nays - 0

There being no further business, the meeting was adjourned.



Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Acacia Park CSO Drain, Oakland County, Michigan, held on the 23rd day of February, 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 Acacia Park CSO Drain Drainage District.



Jim Nash, Chairperson

Dated: March 1 , 2021

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: March 23, 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 March 16, 2021

G/L Date	Ref No.	Paid To	For	Amount
2/18/2021	JE# 352105	Meadowbrook Insurance Company	Invoice # 129571 - 2021 Insurance Allocation	\$ 7,024.76
	TBP	Great Lakes Pump & Supply Co	Invoice # 14477 - Contracted Services	2,283.13
			Total	<u>\$ 9,307.89</u>

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

Sj Phelps

DATE: March 23, 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 March 16, 2021.

<u>Date</u>	<u>Ref No.</u>	<u>For</u>	<u>Amount</u>
02/28/21	JE# 352728	February 2021 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

March 23, 2021

1. Call meeting to order
2. Approve minutes of meeting of February 23, 2021
3. Public Comments
4. Present request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$9,712.47
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**

February 23, 2021

A meeting of the Drainage Board for the Birmingham CSO Drain was held at 2:00 p.m. on the 23rd of February, 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.

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

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

Minutes of the meeting held January 26, 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 \$1,916.98 (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 \$1,916.98.

ADOPTED: Yeas - 2
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 Markham, supported by Nash, to reimburse the Evergreen Farmington Fund in the amount of \$33,415.26.

ADOPTED: Yeas - 2
Nays - 0

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

ADOPTED: Yeas - 2
Nays - 0

There being no further business, the meeting was adjourned.

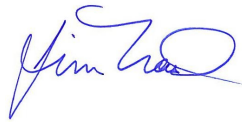
A handwritten signature in blue ink, appearing to read "Jim Nash", is positioned above a horizontal line.

Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Birmingham CSO Drain, Oakland County, Michigan, held on the 23rd day of February, 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 Birmingham CSO Drain Drainage District.



Jim Nash, Chairperson

Dated: March 1 , 2021

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: March 23, 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 March 16, 2021

G/L Date	Ref No.	Paid To	For	Amount
2/18/2021	JE# 352105	Meadowbrook Insurance Company	Invoice # 129571 - 2021 Insurance Allocation	\$ 7,429.34
	TBP	Great Lakes Pump & Supply Co	Invoice # 14477 - Contracted Services	2,283.13
			Total	<u>\$ 9,712.47</u>

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: March 23, 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 March 16 , 2021.

<u>Date</u>	<u>Ref No.</u>	<u>For</u>	<u>Amount</u>
02/28/21	JE# 352728	February 2021 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

March 23, 2021

1. Call meeting to order
2. Approve minutes of meeting of February 23, 2021
3. Public Comments
4. Present request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$13,420.61
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**

February 23, 2021

A meeting of the Drainage Board for the Bloomfield Village CSO Drain was held at 2:00 p.m. on the 23rd of February, 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.

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

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

Minutes of the meeting held January 26, 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 \$5,837.56 (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 \$5,837.56.

ADOPTED: Yeas - 2
Nays - 0

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

ADOPTED: Yeas - 2
Nays - 0

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

ADOPTED: Yeas - 2
Nays - 0

There being no further business, the meeting was adjourned.

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

Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Bloomfield Village CSO Drain, Oakland County, Michigan, held on the 23rd day of February, 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 Bloomfield Village CSO Drain Drainage District.



Jim Nash, Chairperson

Dated: March 1 , 2021

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: March 23, 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 March 16, 2021

G/L Date	Ref No.	Paid To	For	Amount
2/18/2021	JE# 352105	Meadowbrook Insurance Company	Invoice # 129571 - 2021 Insurance Allocation	\$ 11,068.30
	TBP	Great Lakes Pump & Supply Co	Invoice # 14477 - Contracted Services	2,352.31
			Total	<u>\$ 13,420.61</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: February 23, 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 March 16, 2021.

<u>Date</u>	<u>Ref No.</u>	<u>For</u>	<u>Amount</u>
02/28/21	JE# 352728	February 2021 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

March 23, 2021

1. Call meeting to order
2. Approve minutes of meeting of February 23, 2021
3. Public Comments
4. Present Memorandum from Carrie Cox, Chief Engineer, dated March 23, 2021, requesting the Board approve the allocation of \$15,000 in Capital Improvement Funds for Influent Metering study
5. Present Memorandum from John Basch, WRC Senior Attorney, dated March 23, 2021 recommending the Board receive and file the update pertaining to the Bedrock Express Lease with the Drainage District
6. Present Engineering Work Order for CDM Smith in the amount of \$69,400
7. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$9,936,170
8. Present request for Board approval of payment of invoices from the Construction Fund in the amount \$65,538.91
9. Present request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$677,927.15
10. Other business
11. Approve pro rata payment to Drainage Board members
12. Adjourn

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

February 23, 2021

A meeting of the Drainage Board for the Clinton River Water Resource Recovery Facility was held at 2:00 p.m. on the 23rd of February, 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.

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

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

Minutes of the meeting held January 26, 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.

Construction Estimate No. 39 for Toolles Contracting Group LLC in the amount of \$18,602.37 (as attached) was presented. It was moved by Markham, supported by Nash, to approve Construction Estimate No. 39 in the amount of \$18,602.37 as presented.

ADOPTED: Yeas - 2
Nays - 0

Construction Estimate No. 17 for Frank Rewold and Son, Inc. in the amount of \$39,560.14 with a reserve payment in the amount of \$51,200.98 (as attached) was presented. It was moved by Markham, supported by Nash, to approve Construction Estimate No. 17 in the amount of \$39,560.14 with a reserve payment in the amount of \$51,200.98 as presented.

ADOPTED: Yeas - 2
Nays - 0

A request for Board approval of payment of invoices from the Construction Fund in the amount of \$630 (as attached) was presented. It was moved by Markham, supported by Nash, that the invoices in the amount of \$630 be paid as presented.

ADOPTED: Yeas - 2

Nays - 0

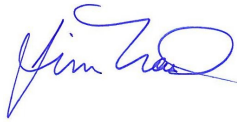
A request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$272,901.80 (as attached) was presented. It was moved by Markham, supported by Nash, that the invoices in the amount of \$272,901.80 be paid as presented.

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.

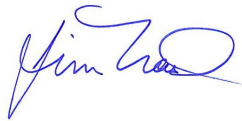


Jim Nash, Chairperson

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 Drainage Board of the Clinton River Water Resource Recovery Facility, Oakland County, Michigan, held on the 23rd day of February, 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 Clinton River Water Resource Recovery Facility Drainage District.



Jim Nash, Chairperson

Dated: March 1 , 2021

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

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

FROM: Carrie Ricker Cox, Chief Engineer

SUBJECT: Influent Metering Study

DATE: March 23, 2021

Due to construction activities at the Auburn Facility, the influent meter for the Auburn Facility was relocated. Since this relocation there has been a discrepancy in the meter readings between the influent to the East Boulevard and Auburn Facilities and the effluent of the Auburn Facility. These meters are used for annual flow reporting and permit requirements. These meters are also used in the cost allocation between the Pontiac Sewer Disposal System and the Clinton Oakland Sewage Disposal System. Therefore, it is critical that these meters are analyzed to determine the accurate flow through the facility. A study is recommended in order to determine the cause of the issue and to review potential recommendations. The result of the study will be a recommendation for long term metering at the influent of the Auburn Facility.

The following scope is proposed for the study:

- ADS Environment Services (\$3,000)
 - Install one temporary flow meter on the Pontiac Sewer Disposal System upstream of the Perry Street Pump Station forcemain.
 - Operations, Maintenance and data collection for 3 months
 - If sufficient flow patterns, dry weather, wet weather and Perry Street Pump Station ranges, are not present in the first 3 months, a request for additional monitoring up to 6 months will be made to the drain board.
- Applied Science Inc (\$12,000)
 - Collate data from the flow meters, including:
 - Any permanent or temporary influent and effluent meters,
 - Any existing process meters that provide a complete metering of the flow at a point in the facility and
 - The Perry Street Pump Station meters.
 - Review collected data to determine which meters provide the best representation of influent and effluent flow rates.
 - Coordinate with staff for any field testing needed to review the meter accuracy or performance. This may include dye-dilution testing or alternative tracer testing using a tracer approved by EGLE. (note: Dye tests are recommended for the temporary meter and for the existing effluent and influent meters. Dye test costs for the two existing facility meters are included in ongoing operations and maintenance of the flow meters. Therefore, this cost is not included in this proposal but is recommended to coordinate with the temporary meter study).

- Recommend permanent improvements for metering and document findings in a technical memo.

Sewer Metering recommends proceeding with the above scope for \$15,000.

REQUEST ACTION: Approve the allocation of \$15,000 in Capital Improvement Funds for this study.

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

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

FROM: John Basch, Senior Attorney

SUBJECT: Status of Bedrock Express Lease with the Drainage District

DATE: March 23, 2021

After numerous attempts urging Bedrock Express Ltd to abide by the terms of its lease with the drainage district, along with several extensions and previously waived monetary penalties, the Board, on September 22, 2020, voted unanimously to terminate the lease for breach of its terms, remove Bedrock from the premises, and reinstate a \$25,401 penalty.

The Board's retained law firm, Dickinson Wright, assigned the task of terminating the lease and recovering lost revenue and costs, filed a three-count lawsuit on March 17, 2021 against Bedrock alleging breach of contract, unjust enrichment, and promissory estoppel, a legal doctrine allowing one to recover damages on the basis of a promise when the reliance on that promise was reasonable, and he or she was subsequently harmed when the promise was detrimentally relied on.

A week after the Board voted, Fiscal Services sent Bedrock an invoice for the \$25,401 penalty. To date, that invoice has not been paid. Following that September board meeting and prior to any action being taken to remove Bedrock, Bedrock vacated the premises and abandoned the lease.

Background: On February 27, 2018, Bedrock entered into a 60-month lease with the drainage district with an annual minimum rent of \$11,289.60 payable in equal monthly installments of \$940.80. This amount is somewhat less than the going rate. In return for the reduced rate, Bedrock agreed to be responsible for the cost to remove "all material other than soil" including hazardous materials in accordance with applicable environmental laws. If Bedrock failed to perform the remediation, it would pay a \$16,934 penalty and increasing monthly rental payments until the remediation is complete. Because Bedrock neither paid nor remediated the premises, it was, as alleged in the lawsuit, unjustly enriched. It should be noted that a 450-page baseline environmental assessment report was produced and filed with the Michigan Department of Environmental Quality, the predecessor to Michigan's Environment, Great Lakes, and Energy Department. The remediation requirement also mandated Bedrock timely remove the debris and reduce the premises to a level grade. It did neither.

In fact, despite the Board agreeing to another six-month extension and reducing the penalty by half, Bedrock failed to complete the remediation by the July 1, 2020 deadline. However, due to the coronavirus pandemic and the governor's executive order restricting non-essential activities, Bedrock was granted additional time to complete the remediation. Bedrock was advised at that time that if it did not meet its lease obligations within a reasonable amount of time once the executive order was lifted, the matter would be referred back to the Drainage Board with a recommendation to impose additional penalties and/or terminate the lease. As indicated above, the Board voted to terminate the lease.

Requested Action: Receive and File

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

CLINTON RIVER WATER RESOURCE
RECOVERY FACILITY DRAINAGE
DISTRICT, a Michigan statutory public
corporation

Plaintiff,
v.

BEDROCK EXPRESS, LTD, a Michigan for
profit corporation

Defendant.

2021-186944-CK

JUDGE CHERYL A. MATTHEWS

Honorable _____

Case 21-_____-CK

Christopher Cornwall (P42721)
Peter H. Webster (P48783)
DICKINSON WRIGHT PLLC
Attorneys for Plaintiff
500 Woodward Ave., Suite 4000
Detroit, MI 48226
(313) 223-3500
ccornwall@dickinsonwright.com
pwebster@dickinsonwright.com

VERIFIED COMPLAINT

PARTIES and JURISDICTION

1. Plaintiff, the Clinton River Water Resource Recovery Facility Drainage District (“Clinton River Drainage District”) is a Michigan statutory public corporation organized pursuant to chapter 20 of the Drain Code of 1956, as amended, having an address at 155 North Opdyke Rd., Pontiac, MI 48326.
2. Bedrock Express, Ltd (“Bedrock Express” and/or “Tenant”) is a Michigan for-profit Corporation with its principal place of business located in Oakland County, Michigan. The resident agent is Barry L. Bass at 1290 M-15 Ortonville, Michigan 48462.

3. The Court has jurisdiction over this action because it involves an amount in controversy greater than \$25,000.00.
4. The Court has personal jurisdiction over Bedrock Express because Bedrock Express transacts business in Oakland County, Michigan.
5. Venue is proper in this Court because all relevant events occurred in Oakland County, Michigan and involves real property located in Oakland County, Michigan.

GENERAL ALLEGATIONS

6. On or about February 27, 2018, Bedrock Express entered into a lease agreement (“Lease”) with the City of Pontiac Wastewater Treatment Facility Drainage District (“COPWWTF Drainage District”), a Michigan statutory public corporation organized pursuant to chapter 20 of the Drain Code of 1956, as amended. A copy of the Lease is attached as **Exhibit A**.
7. The premises is described as the portion of land depicted in Exhibit “C” to the Lease and referred to as Lease A (“Premises”).
8. The property is described as the real property owned by Landlord of which the Premises is a part (“Property”).
9. The initial term of the Lease is sixty (60) months, with a retroactive commencement date of January 1, 2018 and ending December 31, 2022.
10. The Annual Minimum Rent (“Rent”) from January 1, 2018 to December 31, 2022 is \$11,289.60, payable in equal monthly installments of \$940.80 (**Exhibit A, §5, Rent**).
11. The Rent obligation is a material term of the Lease.
12. Section §10(e) of the Lease provides as follows:

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. **(Exhibit A, §10(e), Compliance)**.

13. Section 33 of the Lease provides as follows:

(a) Tenant shall remove or remediate the soil and ground of the Premises to cause the removal of all material other than soil ("Debris") from the Premises and reduce the Premises to a level grade (the "Remediation"). The Remediation shall be conducted in a manner approved by Landlord in accordance with all applicable Laws and Environmental Laws not later than December 31, 2018. The Debris and portions of the Premises to be reduced to a grade level are depicted in Exhibit "D" attached hereto.

(b) Should Tenant fail to conduct the Remediation as required in Section 33(a) above, Tenant shall pay to Landlord as additional Rent: (i) on or before January 1, 2019, \$16,934.00, and (ii) on or before January 1, 2019 and for each month thereafter until the Remediation is completed (with such payments increasing 2% annually), \$1,411.20. **(Exhibit A, §33(a) and (b), Remediation)**.

14. The Remediation requirement in the Lease is a material term and Bedrock Express' agreement to the Remediation requirement reduced the Rent amount to be paid by Bedrock Express.

15. Pursuant to the Lease, all Remediation efforts were to be approved by the Landlord and comply with the baseline environmental assessment ("BEA") and Due Care Plan 850 Featherstone and Leasehold Property Pontiac, Michigan ("Due Care Plan") for the Property.

16. The Remediation requirement required Bedrock Express to timely remove the Debris and reduce the Premises to level grade as described in the Lease and in accordance with the BEA and Due Care Plan.

17. Bedrock Express failed to timely complete the Remediation requirement to remove the Debris and reduce the Premises to a level grade by December 31, 2018.
18. The failure to timely and properly complete the Remediation in compliance with the express terms of the Lease resulted in additional Rent. (**Exhibit A, §33(b), Remediation**).
19. Section 22 of the Lease provides as follows:

(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:
- (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 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

(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, and 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
- 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 the award of the unpaid rental which had been earned at the time of termination; (b) the worth at the time of the 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 of 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 (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; (**Exhibit A, §22(a) and (b) Defaults - Remedies**)

20. Despite the failure to timely perform its Remediation obligation for the Premises in accordance with the Lease, the COPWWTF Drainage District granted two (2) extensions to complete the work.
21. On November 26, 2019, the Drainage Board for the COPWWTF Drainage District discussed the failure of Bedrock Express to remove debris and reduce the Premises to a level grade despite the two extensions.
22. The attorney representing Bedrock Express addressed the Board for the COPWWTF Drainage District at a public meeting requesting an additional six-month extension and for the \$16,934.00 penalty to be waived.
23. After discussion, the Board for the COPWWTF Drainage District voted to grant another six-month extension to July 1, 2020 (a third extension period) and reduce the penalty by half from \$16,934.00 to \$8,467.00, expressly provided that the \$8,467.00 penalty and past-due interest and service charges of \$5,151.56 was paid by December 31, 2019. If the

Remediation was not completed by July 1, 2020, the \$16,934.00 penalty would be doubled to \$33,868.00, with credit for the previously paid penalty of \$8,467.00.

24. Bedrock Express paid the \$8,467.00 penalty and past-due interest and service charges of \$5,151.56 amounts before December 31, 2019
25. During the third extension period granted to Bedrock Express, the COPWWTF Drainage District assigned all of its interest in the Lease to the Clinton River Drainage District on February 25, 2020. A copy of the assignment is attached as **Exhibit B**.
26. The Clinton River Drainage District, as assignee to the Lease, has the same rights, remedies, powers, authorities and privileges as it would have had it originally signed the Lease as Landlord. (**Exhibit A, §24, Liability of Landlord**).
27. Despite the third extension of time, Bedrock Express failed to complete Remediation of the Premises by July 1, 2020.
28. Due to the coronavirus pandemic and the Governor's Executive Order restricting non-essential activities, Bedrock Express was granted additional time to complete the Remediation.
29. Bedrock Express was advised if Remediation did not occur within a reasonable time once the Executive Order was lifted, the matter would be referred back to the Clinton River Drainage District Board with a recommendation to impose additional penalties and/or termination of the Lease due to breaching its terms.
30. Despite being provided additional time, Bedrock Express still failed to perform Remediation of the Premises.
31. The failure to complete the Remediation requirement is a default per the express terms of the Lease. (**Exhibit A, §22(a)(iii), Defaults - Remedies**).

32. On September 22, 2020, the Board for the Clinton River Drainage District met to discuss the continued failure of Bedrock Express to remove debris and reduce the Premises to a grade level.
33. The attorney for Bedrock Express again addressed the Board for the Clinton River Drainage District requesting additional time to complete the Remediation.
34. After discussion, the Board for the Clinton River Drainage District unanimously voted to send an invoice to Bedrock Express in the amount of \$25,401.00 for late fees and directed staff to take appropriate legal steps to terminate the Lease for breach of its terms and remove Bedrock Express from the Premises.
35. On September 29, 2020, an invoice in the amount of \$25,401.00 was sent to Bedrock Express. A copy of the invoice is attached as **Exhibit C**.
36. Before action was taken by Clinton River Drainage District to terminate the Lease, Bedrock Express vacated the Premises and abandoned the Lease.
37. Bedrock Express failed to pay Rent from July 2020 to the present, except one payment on September 23, 2020 for September Rent.
38. The failure to pay Rent is as default per the express terms of the Lease. (**Exhibit A, §22(a)(i), Defaults - Remedies**).
39. To date, Bedrock Express has not paid the invoice amount, nor any penalty amount set forth in the Lease relating to its failure to remediate the Premises.
40. Clinton River Drainage District and its assignor, the COPWWTF Drainage District, provided notice to Bedrock Express on several occasions to pay the Rent due under the Lease.

41. Clinton River Drainage District and its assignor, the COPWWTF Drainage District, provided notice to Bedrock Express on several occasions to cure the failure to perform its Remediation obligations of the Premises.
42. Despite several opportunities to cure and perform Remediation of the Premises, Bedrock Express has failed to do so.
43. Due to Bedrock Express' failure to pay Rent and timely complete the Remediation of the Premises, despite the several opportunities to cure the defaults, the Clinton River Drainage District voted to terminate the Lease. (**Exhibit A, §22(b)(iii), Defaults-Remedies**).
44. Due to Bedrock Express' failure to complete its Remediation obligations of the Premises, Clinton River Drainage District will incur significant expenses to remediate the Premises in accordance with the Lease obligation.

45. Section 8(d) of the Lease provides as follows:

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 operation, management, maintenance, repair, replacement, occupancy or use of the Premises by Landlord, Tenant or its agents or occasioned wholly or in part by any act or omission (including negligent acts or omissions) of Landlord, Tenant or their respective Agents (including, without limitation, any breach of Tenant's obligations under this Lease), whether prior to, during or after the Term. (Exhibit §8 (d), **Insurance; Waivers; indemnification**)

46. Section 22(e) of the Lease provides as follows:

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. (**Exhibit A, §22 (e) Defaults - Remedies**).

47. At all times, Clinton River Drainage District has fully complied with all of its Lease obligations.

COUNT I - BREACH OF CONTRACT

48. Clinton River Drainage District incorporates all preceding paragraphs as if fully restated herein.

49. The Lease is a valid agreement between Clinton River Drainage District and Bedrock Express, whereby Bedrock Express agreed to pay Rent, additional Rent and to remediate the Premises.

50. The Lease terms relating to the payment of Rent and the obligation to remediate the Premises are material.

51. Bedrock Express enjoyed the use and enjoyment of the premises without interruption until it vacated the property.

52. Clinton River Drainage District performed all its obligations under the terms of the Lease

53. Bedrock Express owes Clinton River Drainage District for its Rent defaults pursuant to the express terms of the Lease, plus all allowable interest, costs and attorney fees.

54. Clinton River Drainage District has made demands for payment from Bedrock Express for the amounts due and owing under the lease; however, Bedrock Express has neglected and failed to pay Clinton River Drainage District.

55. Clinton River Drainage District has made repeated demands for Bedrock Express to complete Remediation of the Premises in accordance with the Lease; however, Bedrock Express has neglected and failed to do so.

56. As a direct result of Bedrock Express' breach of the Lease, Clinton River Drainage District will incur significant damages to remediate the Premises in accordance with the Lease.

57. As a direct result of Bedrock Express' breach of the Lease, Clinton River Drainage District has suffered and will continue to suffer damages.
58. The Lease expressly provides for indemnification for expenses incurred by Clinton River Drainage District to remediate the Premises.
59. Because of the foregoing, Bedrock Express is in breach of the Lease and is indebted to Clinton River Drainage District, plus all allowable interest, costs and attorney fees.

Wherefore, Plaintiff, Clinton River Water Resource Recovery Facility Drainage District respectfully requests judgment be entered in its favor and against Bedrock Express, Ltd in the amount in excess of \$25,000.00 as deemed by the Court, plus local interest, costs and attorney fees.

COUNT II - UNJUST ENRICHMENT

60. Clinton River Drainage District incorporates all preceding paragraphs as if fully restated herein.
61. Bedrock Express occupied the Premises for its use and quiet enjoyment during the lease term and Clinton River Drainage District had the expectation it would be paid pursuant to the terms of the Lease.
62. In consideration for a lower Rent, Bedrock Express was to perform Remediation of the Premises.
63. Clinton River Drainage District had the expectation Bedrock Express would remediate the Premises pursuant to the terms of the Lease.
64. Bedrock Express used and enjoyed the Premises without full payment or performing the Remediation required by the Lease and there is now a balance due and owing to Clinton River Drainage District for Bedrock Express' use and enjoyment of the Premises.

65. Clinton River Drainage District made repeated demands for payment of the amount due and owing, but Bedrock Express has neglected and failed to pay Clinton River Drainage District the amount due.
66. Clinton River Drainage District made repeated demands for Remediation of the Premises, but Bedrock Express has neglected and failed to do so despite multiple extensions.
67. Because of the foregoing, it would be inequitable and unjust for Bedrock Express to retain the benefit value of the use of the Premises provided by Clinton River Drainage District without payment thereof therefore, and thus, Bedrock Expresses has been unjustly enriched.

Wherefore, Plaintiff, Clinton River Water Resource Recovery Facility Drainage District respectfully requests judgment be entered in its favor and against Bedrock Express, Ltd in the amount in excess of \$25,000.00 as deemed by the Court, plus local interest, costs and attorney fees.

COUNT III -PROMISSORY ESTOPPEL

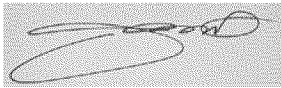
68. Clinton River Drainage District incorporates all preceding paragraphs as if fully restated herein.
69. Bedrock Express executed the Lease promising to remediate the Premises.
70. In reliance on the promise to remediate the Premises, Clinton River Drainage District agreed to a lower Rent.
71. In reliance on the promise to remediate the Premises, Clinton River Drainage District held off hiring a contractor to perform the Remediation and obtain a higher rental rate for the Premises.

72. Bedrock Express should reasonably have expected Clinton River Drainage District to rely on the representations to remediate the Premises.
73. Clinton River Drainage District relied on the express terms of the lease and the representations by Bedrock Express to remediate the Premises in accordance with all laws.
74. Bedrock Express' failure to perform its Remediation obligations pursuant to the Lease was unjust.

Wherefore, Plaintiff, Clinton River Water Resource Recovery Facility Drainage District respectfully requests judgment be entered in its favor and against Bedrock Express, Ltd in the amount in excess of \$25,000.00 as deemed by the Court, plus local interest, costs and attorney fees.

Verification

I declare under oath the statements set forth above are true and accurate to the best my knowledge, information and belief.



Jeffrey S. Parrott
Right of Way Supervisor
Oakland County Water Resources Commissioner's Office

Respectfully submitted:

DICKINSON WRIGHT PLLC

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pwebster@dickinsonwright.com

Dated: March 16, 2021

4832-7131-6703 v2 [12840-432]

EXHIBIT A

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made by and between **THE CITY OF PONTIAC WASTEWATER TREATMENT FACILITY DRAINAGE DISTRICT**, a Michigan statutory public corporation organized pursuant to Chapter 20 of the Drain Code of 1956, as amended ("Landlord") and **BEDROCK EXPRESS, LTD.**, a Michigan corporation ("Tenant"), and is dated as of the date on which this Lease has been fully executed by Landlord and Tenant (the "Effective Date").

1. **Definitions.** Capitalized terms used herein shall have the meaning ascribed to them in this Agreement or in the Definition Rider attached hereto as **Exhibit "A"**.
2. **Premises.** 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. **Use.** Tenant shall occupy and use the Premises only for storage and distribution of landscape materials (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.
4. **Term; Possession.** The "Initial Term" of this Lease shall be sixty (60) months, commencing on on and retroactive to January 1, 2018 (the "Commencement Date") and ending on December 31, 2022 (the "Expiration Date"), unless sooner terminated in accordance with this Lease. The Initial Term, as it may be extended by the "Renewal Term" (as hereinafter defined) pursuant to Section 31 below, is herein referred to as the "Term".
5. **Rent.** 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	Annual Minimum Rent	Monthly Minimum Rent
Commencement Date to December 31, 2018	\$ 11,289.60	\$ 940.80
January 1, 2019 to December 31, 2019	\$ 11,289.60	\$ 940.80
January 1, 2020 to December 31, 2020	\$ 11,289.60	\$ 940.80
January 1, 2021 to December 31, 2021	\$ 11,289.60	\$ 940.80
January 1, 2022 to December 31, 2022	\$ 11,289.60	\$ 940.80
January 1, 2023 to December 31, 2023 (if exercised)	\$ 28,224.00	\$ 2,352.00
January 1, 2024 to December 31, 2024 (if exercised)	\$ 28,788.48	\$ 2,399.04
January 1, 2025 to December 31, 2025 (if exercised)	\$ 29,364.25	\$ 2,447.02
January 1, 2026 to December 31, 2026 (if exercised)	\$ 29,951.53	\$ 2,495.96
January 1, 2027 to December 31, 2027 (if exercised)	\$ 30,550.57	\$ 2,545.88

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.

6. **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.

7. **Utilities.** Landlord makes no representation or warranty as to the availability of any utilities to the Premises. Tenant, at its cost, shall be solely responsible to arrange for any utility services required by Tenant to be brought to the Premises, and the location thereof shall be subject to the prior written consent of Landlord (which consent shall be in Landlord's sole discretion). Tenant shall pay for any 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 before the same bear interest or penalty. Landlord shall not be responsible or liable for the unavailability of any utility services or for any interruption in such services, nor shall such unavailability or 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.

8. **Insurance; Waivers; Indemnification.**

(a) Landlord, at Tenant's expense, may keep in effect such insurance as any Mortgagee of Landlord 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 the operation, maintenance, repair, replacement, occupancy and/or use of the Premises by Tenant, Landlord and their respective Agents, including, without limitation, the negligent acts or omissions of such parties, 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 (including death) 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 named 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) 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 operation, management, maintenance, repair, replacement, occupancy or use of the Premises by Landlord, Tenant or its Agents or occasioned wholly or in part by any act or omission (including negligent acts or omissions) of Landlord, Tenant or their respective Agents (including, without limitation, any breach of Tenant's obligations under 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, (b) a sewer treatment plant adjacent to the Property which could result in odors emanating to the Premises, and (c) the transmission of dust may be inherent in the use and occupancy of the remainder of the Property by certain other tenants and occupants. Tenant hereby releases and shall hold harmless Landlord and its agents, contractors, attorneys, officers and employees from and against all Claims for property flooding, dust, 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.

9. **Maintenance and Repairs.** 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 Landlord or Tenant at the sole expense of Tenant to the extent not covered by any applicable insurance proceeds paid to Landlord. Tenant and Landlord hereby agree that, pursuant to that certain Lease Agreement made by and between Tenant and Landlord dated August 17, 2017, Tenant has the sole responsibility to maintain the common access drive(s) which may serve the Property from time to time.

10. **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.

(d) 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, 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.

11. **Signs.** 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, shall comply with all Laws pertaining to the installation, use and maintenance of signs, including obtaining any and all required governmental permits and approvals. 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.

12. **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.

13. **Mechanics' Liens.** 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.

14. **Landlord's Right of Entry.** 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.

15. **Casualty.** 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.

16. **Condemnation.** 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 untenable in proportion to the square foot area untenable, 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.

17. **Quiet Enjoyment.** 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.

18. **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.

19. 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.

20. 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.

21. 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.

22. 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.

(g) Notwithstanding anything contained in this Article 22 to the contrary, if a notice and grace period required hereunder was not previously given, a notice to pay rent or quit, or to perform or quit, as the case may be, given to Tenant under any statute authorizing the forfeiture of leases for unlawful detainer shall also constitute the applicable notice for grace period purposes required hereunder. In such case, the applicable grace period under this Lease shall run concurrently with the one such statutory notice (except to the extent the required notice and cure period hereunder is longer than the statutory notice, in which case Tenant shall have the longer period to cure).

23. Tenant's Authority. 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.

24. Liability of Landlord. 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.

25. 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.

26. **Notices.** 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.

Landlord's Address for Notices:

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:

Bedrock Express, Ltd.
1290 North Ortonville Road
Ortonville, Michigan 48462

27. **Ratification.** Intentionally omitted.

28. **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.

29. **Security Deposit.** At the time of signing this Lease, Tenant shall deposit with Landlord TWO THOUSAND THREE HUNDRED FIFTY TWO AND 00/100 DOLLARS (\$2,352.00) (the "Security Deposit") 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 Expiration Date and surrender of the Premises to Landlord.

30. **Condition of Premises.** TENANT IS ALREADY IN OCCUPANCY OF THE PREMISES PURSUANT TO THE EXISTING SUBLEASE, 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.

31. **Renewal Term.** Provided that: (a) Tenant is not in default under this Lease at the time of Tenant's exercise of the "Renewal Option" or at the commencement of the "Renewal Term" (as such terms are hereinafter defined); (b) Tenant has not assigned this Lease or sublet all or any portion of the Premises; and (c) the entity constituting Tenant on the execution date of this Lease is then the Tenant under this Lease, then, Tenant shall have the option to renew this Lease (the "Renewal Option") for one (1) additional period of five (5) years (the "Renewal Term"). The Renewal Option shall be exercised, if at all, in writing by Tenant to Landlord not later than one hundred eighty (180) days prior to the expiration of the Initial Term. The Renewal Term shall be upon the same terms, covenants and conditions of this Lease, except that (A) Tenant shall accept the Premises in its "AS IS" condition (without any alterations or improvements by Landlord) on the commencement of the Renewal Term, (B) upon the exercise of the Renewal Option, there shall be no further options to renew this Lease and (C) the Annual Minimum Rent and Monthly Minimum Rent during each applicable Renewal Term shall be as set forth in the Base Rent Schedule set forth in Section 5 above.

32. **Counterparts.** 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.

33. **Remediation.**

(a) Tenant shall remove or remediate the soil and ground of the Premises to cause the removal of all material other than soil ("Debris") from the Premises and reduce the Premises to a level grade (the "Remediation"). The Remediation shall be conducted in a manner approved by Landlord and in accordance with all applicable Laws and Environmental Laws not later than December 31, 2018. The Debris and the portions of the Premises to be reduced to a level grade are depicted in **Exhibit "D"** attached hereto.

(b) Should Tenant fail to conduct the Remediation as required in Section 33(a) above, Tenant shall pay to Landlord as additional Rent: (i) on or before January 1, 2019, \$16,934.00, and (ii) on or before January 1, 2019 and for each month thereafter until the Remediation is completed (with such payments increasing 2% annually), \$1,411.20.

[Remainder of Page Left Blank -- Signature Pages and Exhibits Follow]

Landlord has executed this Lease on the date set forth below.

LANDLORD:

**THE CITY OF PONTIAC WASTEWATER
TREATMENT FACILITY DRAINAGE DISTRICT,**
a Michigan statutory public corporation organized
pursuant to Chapter 20 of the Drain Code of 1956, as
amended

Date signed:

2/27/18

By: 

Name: Jim Nash

Title: Authorized Signer

[Remainder of page left blank - Tenant signature page follows]

Tenant has executed this Lease on the date set forth below.

TENANT:

BEDROCK EXPRESS, LTD.,
a Michigan corporation

Date signed:

1-29-18

By: [Signature]
Name: Barry Bass
Title: President

[Remainder of page left blank – Exhibits follow]

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, including, but not limited to, the construction of a concrete or cement pad on the Premises, the construction of a modular office and pole barn, and the installation of a septic field.

"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"), (ii) all costs and expenses incurred by Landlord to maintain and repair (including reasonably required replacements) any common access drive(s) which may serve the Property from time to time, to the extent that Landlord, in its sole discretion, elects to assume the obligation to so maintain such common access drive(s), and (iii) 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; provided, however, and any taxes and/or assessments imposed upon any Alterations to the Premises made by or on behalf of Tenant shall not be included in Taxes and shall be paid by Tenant, at its sole cost, directly to the taxing authority on or before such taxes and/or assessments bear interest or penalty (with reasonable evidence of such payment being provided by Tenant to Landlord upon demand).

"Environmental Laws" means all present or future federal, state or local laws, ordinances, rules or regulations (including the rules and regulations of the federal 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.

"Existing Sublease" means that certain Sublease Tenant is party to as subtenant, with respect to the Premises, subject to the terms and conditions of that certain Master Lease dated July 2, 1987 Landlord is party to as Landlord (the "Master 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, including without limitation keeping the Premises reasonably free of debris and rubbish, minimizing the transmission of dust by activities conducted on the Premises such that the use and enjoyment of the remainder of the Property by other tenants or occupants is not disturbed, and otherwise maintaining the Premises in the condition required by applicable Laws.

"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 Lease A.

"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, including without limitation the amounts payable pursuant to Section 33(b).

"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 1, 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.

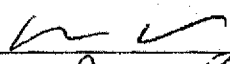
IN WITNESS WHEREOF, Tenant has executed this Certificate this ____ day of _____,
2 ____.

TENANT:

BEDROCK EXPRESS, LTD.,
a Michigan corporation

Date signed:

1-29-18

By: 
Name: Barry Brass
Title: president

SCHEDULE 1 TO TENANT ESTOPPEL CERTIFICATE

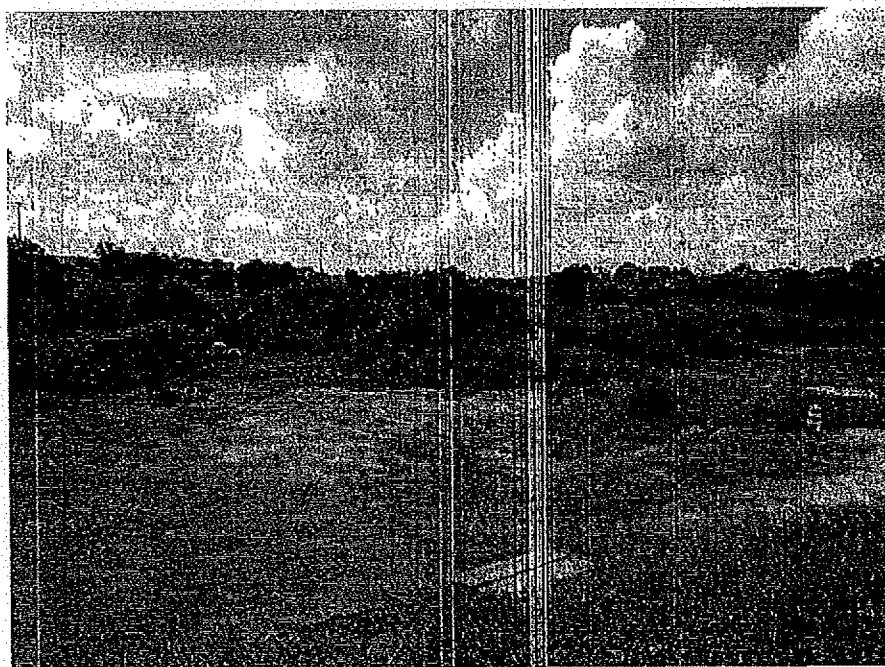
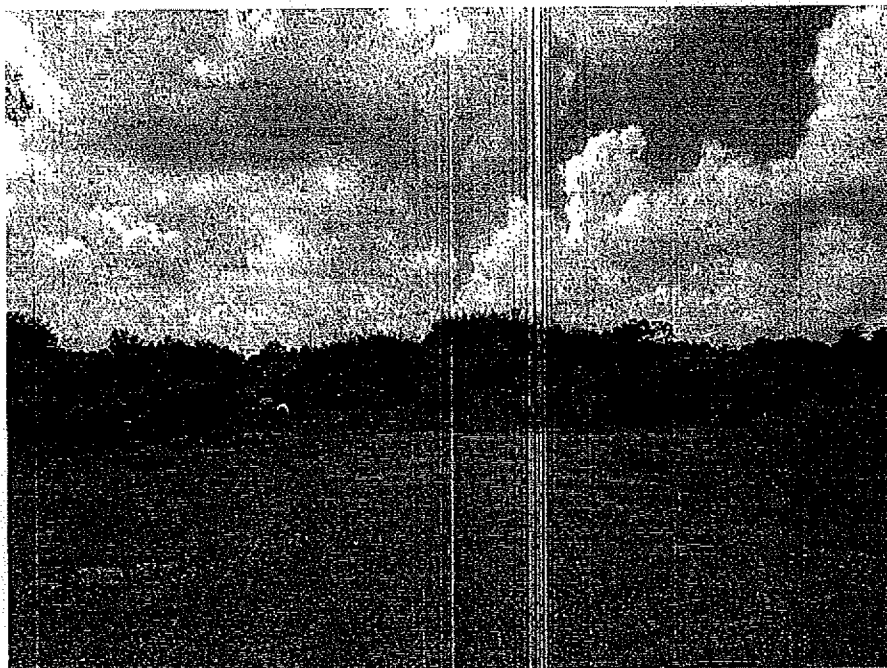
Lease Documents, Lease Terms and Current Status

- A. Date of Lease:
- B. Parties:
 - 1. Landlord:
 - 2. Tenant:
- C. Premises:
- D. Modifications, Assignments, Supplements or Amendments to Lease:
- E. Commencement Date:
- F. Expiration of Current Term:
- G. Option Rights:
- H. 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



EXHIBIT "D"
DEPICTION OF DEBRIS



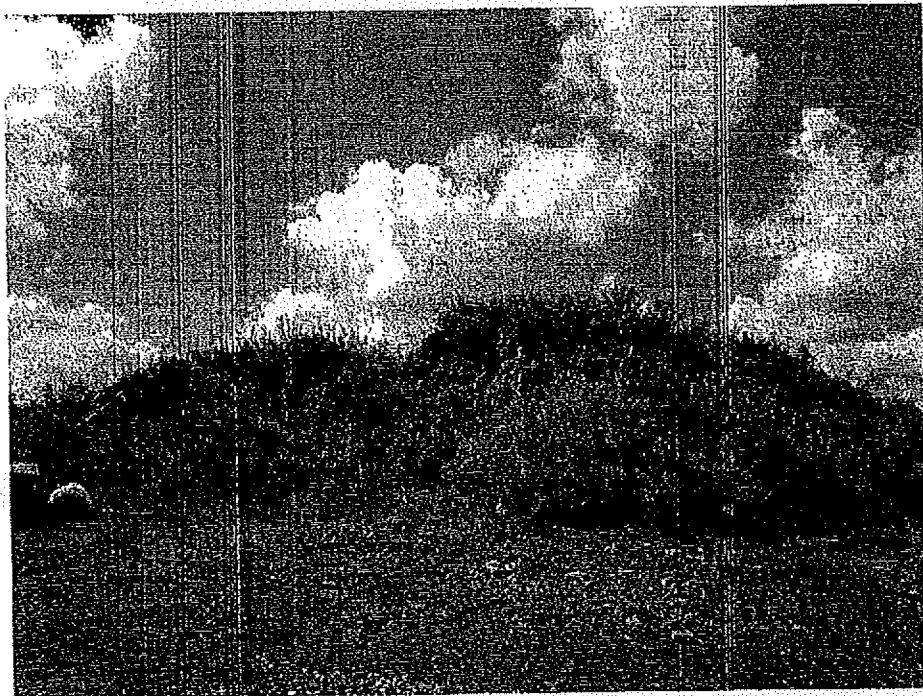
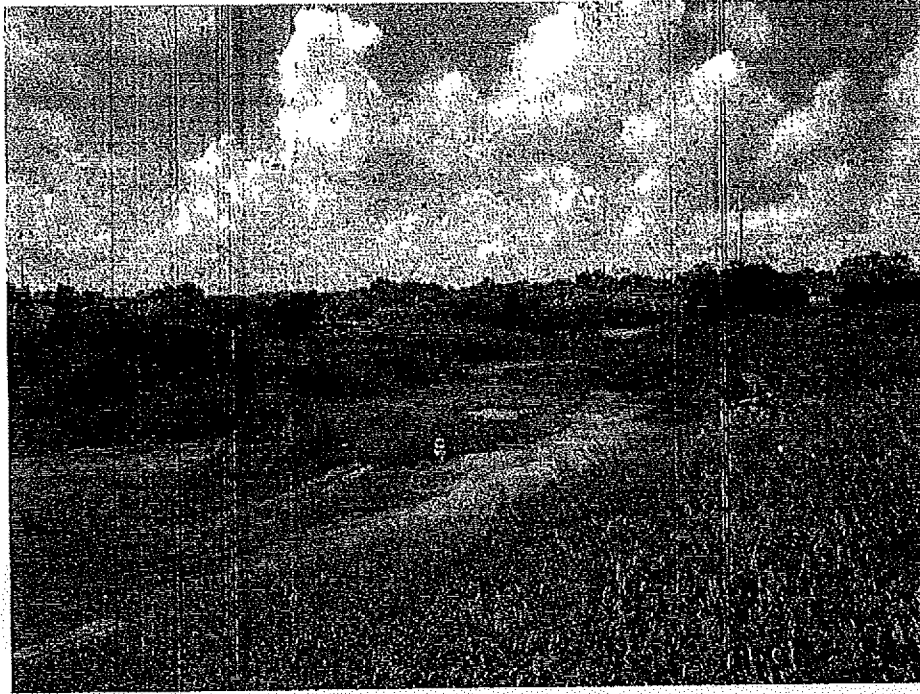


EXHIBIT B

ASSIGNMENT OF LANDLORD'S INTEREST IN LEASE

THIS ASSIGNMENT, is made as of this 25th day of February, 2020, (the "Effective Date"), between **THE CITY OF PONTIAC WASTEWATER TREATMENT FACILITY DRAINAGE DISTRICT**, a Michigan statutory public corporation organized pursuant to Chapter 20 of the Drain Code of 1956, as amended, having an address at One Public Works Drive, Building 95 West, Waterford, Michigan 48328-1907 ("Assignor"), and the **CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAINAGE DISTRICT**, having an address at 155 North Opdyke Road, Pontiac, Michigan 48326 ("Assignee").

RECITALS:

A. Pursuant to a Lease Agreement dated February 27, 2018 between Assignor, as landlord and Bedrock Express, Ltd., a Michigan corporation ("Tenant"), as tenant, (the "Lease"), Assignor leased to Tenant the Premises, as defined in the Lease (which property is herein collectively referred to as the "Premises").

B. On the Effective Date, Assignor desires to assign to Assignee and Assignee desires to assume the Lease.

NOW, THEREFORE, in consideration of the Lease and other good and valuable consideration, Assignor and Assignee hereby agree that:

1. Effective on the Effective Date, Assignor hereby assigns to Assignee the Lease and all of Assignor's right, title and interest as the landlord under the Lease including, without limitation, any security deposit held by Assignor as landlord under the Lease.

2. Assignee hereby accepts the assignment herein and hereby assumes all of the covenants, terms, conditions, agreements and obligations of landlord under the Lease and covenants and agrees to pay, perform and abide by all of the covenants, terms, conditions, agreements and other obligations on the part of the landlord to be performed, paid or observed under the Lease on or after the Effective Date.

3. Assignor shall be responsible for performance of all of the covenants, terms, conditions, agreements and obligations of landlord under the Lease to be performed, paid or observed by landlord under the Lease prior to the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers as of the day and year first above written.

ASSIGNOR:

**THE CITY OF PONTIAC WASTEWATER
TREATMENT FACILITY DRAINAGE
DISTRICT**

By: 

Name: Jim Nash

Its: Authorized Signer

ASSIGNEE:

**CLINTON RIVER WATER RESOURCE
RECOVERY FACILITY DRAINAGE
DISTRICT**

By: 

Name: Jim Nash

Its: Authorized Signer

EXHIBIT C



INVOICE

Make Checks Payable to
OAKLAND COUNTY
TREASURERS-CASH ACCTG BLDG 12 E
1200 N TELEGRAPH RD
PONTIAC MI 48341-0479

BEDROCK EXPRESS, LTD
1290 N M15
ATTN BARRY BASS
ORTONVILLE MI 48462

Invoice: DSA0001765
Invoice Date: 9/29/2020
Page: 1 of 1

Customer No: DSA00000075
Payment Terms: NET 30
Due Date: 10/29/2020

AMOUNT DUE: 25,401.00 USD

For billing questions, please call: 248-858-1541

						Original
Line	Description	Quantity	UOM	Unit Amt	Net Amount	
1	Late Penalty	1.00	AMT	25,401.00	25,401.00	
Subtotal:					25,401.00	
AMOUNT DUE:					25,401.00	

PLEASE INCLUDE YOUR INVOICE NUMBER WHEN SUBMITTING PAYMENT.

Penalty assessed by the drainage board.

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

One Public Works Drive Bldg. 95 West

Waterford, Michigan 48328-1907

Phone: (248) 858-0958

No. D-**ENGINEERING WORK ORDER**FOR: Biosolids Handling and Septage Receiving FacilityTO: CDM Smith Michigan, Inc DATE: March 04, 2021**DESCRIPTION****Section A – Item Nos. 3 (Construction Phase Services)**

This engineering work order is an authorization for the following additional engineering services to CDM Smith Michigan, Inc for the Biosolids Handling and Septage Receiving Facility Project.

Provide additional construction Administration services and startups technical support as described in the attached CDM Smith letter dated February 10, 2021 due to the addition of five months to the construction administration period. The total authorization for this engineering work order is \$69,400. Invoicing and payment to ENGINEER shall be based on the existing conditions and requirements of the contract. Any additional compensation beyond this amount must be approved by a future written engineering work order.

This work order increases the total not-to-exceed value of the contract to \$4,372,782.

RECOMMENDED Date: 03/04/2021ACCEPTED Date: 3/4/2021By: Razik AlsaighRazik Alsaigh, P.E.
Project EngineerBy: Edmund J. H. J.

CDM Smith Michigan, Inc

APPROVED

Date: March 5, 2021

APPROVED

Date: 3/8/2021By: Gary NigroGary Nigro, P.E.
Chief EngineerBy: Sid LockhartSid Lockhart, P.E.
Special Projects Manager

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
OPERATIONS AND MAINTENANCE DIVISION
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Clinton River WRRF Drain

Assessment for current fund balance and the following year of expenses: July 1, 2021 through June 30, 2022

Last Assessment (\$):	\$	9,202,050.00
Date last assessment approved:		3/24/20
Unreserved and Undesignated Fund Balance as of 1/31/21	\$	3,642,270.84
Capital Improvement Reserves as of 1/31/21		1,968,288.66
Major Maintenance Reserves as of 1/31/21		(1,143,105.37)
Emergency Reserves as of 1/31/21		498,750.00
Funds Available as of February 1, 2021	\$	<u>4,966,204.13</u>

OPERATIONS, MAINTENANCE & REPLACEMENT BUDGET for July 1, 2021 through June 30, 2022

Operating Expenses

Sewage Treatment	\$	6,383,030.00
Sewer System Maintenance	\$	183,190.00
Sewer System Engineering	\$	182,570.00
Systems Control Unit	\$	13,010.00
Inspection	\$	1,060.00
IPP	\$	27,730.00
Laboratory	\$	438,010.00
Mapping Unit	\$	2,110.00
General and Administrative	\$	1,024,270.00
Total Operating Expenses	\$	8,254,980.00

Revenue Requirements

Operating Expense	\$	8,254,980.00
Major Maintenance	\$	400,000.00
Emergency Maintenance	\$	200,000.00
Capital	\$	1,470,000.00
Total Revenue Requirements	\$	10,324,980.00
Non-Rate Revenue	\$	(388,810.00)
Rate Required Revenue	\$	9,936,170.00

Recommended July 1, 2021 through June 30, 2022 assessment:

Total Anticipated Expenses for July 1, 2021 - June 30, 2022	\$	9,936,170.00
Total Anticipated Funds Needed	\$	<u>9,936,170.00</u>

TOTAL RECOMMENDED ASSESSMENT

\$	9,936,170.00
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Billings are to be at the end of the calendar quarters.

Prepared by: Leo Lease
Leo Lease - Senior Financial Analyst

Date: 3/11/2021

Approved by: Steve Korth
Steve Korth - Manager, Water Resources Commissioner

Date: March 23, 2021

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE CLINTON RIVER WRRF DRAIN

Public Corporation	Percentage of Apportionment	Total Amount of Assessment
City of Pontiac	55.840%	\$ 5,548,357.33
Clinton-Oakland SDS	44.160%	\$ 4,387,812.67
Total	100.00000%	\$ 9,936,170.00

Assessment Due Date: To be collected on the following quarters: 9/30/2021, 12/31/2021, 3/31/2022 and 6/30/2022.

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Clinton River WRRF Drain for the period July 1, 2021 through June 30, 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 Clinton River WRRF Drain

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

Jim Nash
Chairman of the Drainage Board for the Clinton River WRRF Drain

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 *Sj Phelps*
OCWRC Accounting

DATE: March 23, 2021

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

	Ref No.	For	Amount
CDM Smith Michigan, Inc	TBP	Invoice # 45 - Engineering Admin - 12/06/20 - 01/09/21 - Proj 1-2181	29,436.35
CDM Smith Michigan, Inc	TBP	Invoice # 46 - Engineering Admin - 01/10/21 - 02/06/21 - Proj 1-2181	35,527.56
Limbach Company LLC	TBP	Invoice # 7751 - Contracted Services - Proj # 1-2181	575.00
		Total for Project # 1-2181	\$ 65,538.91

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting



DATE: March 23, 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 February 18, 2021 to March 16, 2021.

Payable To	Ref No.	For	Amount
Meadowbrook Insurance Company	JE #352105	Invoice # 129571 - 2021 Insurance Allocation	\$ 136,933.10
Michigan Section Am. Water Works Assoc	Jan 2021 Pcard	Pcard - Virtual Joint Expo & Operators Day Training	925.00
USA Blue Book	Jan 2021 Pcard	Pcard - Materials and Supplies	1,668.44
USA Blue Book	Jan 2021 Pcard	Pcard - Materials and Supplies	1,097.29
USA Blue Book	Feb 2021 Pcard	Pcard - Materials and Supplies	1,202.93
USA Blue Book	Feb 2021 Pcard	Pcard - Lab Supplies	1,602.46
USA Blue Book	Feb 2021 Pcard	Pcard - Lab Supplies	1,618.32
USA Blue Book	Feb 2021 Pcard	Pcard - Lab Supplies	2,059.52
US Geological Survey	V # 1506831	Invoice # 10597930 - Biosolid Land Application Fee	12,378.00
Polydyne Inc	V #1487164	Invoice # 1483040 - Chemical Treatment	44,202.24
Polydyne Inc	TBP	Invoice # 1521055 - Chemical Treatment	32,205.60
Polydyne Inc	TBP	Invoice # 1521476 - Chemical Treatment	32,162.40
PVS Technologies Inc	TBP	Invoice # 281201 - Chemical Treatment	3,927.36
PVS Technologies Inc	TBP	Invoice # 281202 - Chemical Treatment	1,943.04
PVS Technologies Inc	TBP	Invoice # 282897 - Chemical Treatment	2,125.44
PVS Technologies Inc	TBP	Invoice # 282973 - Chemical Treatment	4,052.16
PVS Technologies Inc	TBP	Invoice # 283355 - Chemical Treatment	4,094.40
PVS Technologies Inc	TBP	Invoice # 283738 - Chemical Treatment	4,112.64
PVS Technologies Inc	TBP	Invoice # 283739 - Chemical Treatment	2,192.64
PVS Technologies Inc	TBP	Invoice # 284419 - Chemical Treatment	4,238.10
PVS Technologies Inc	TBP	Invoice # 284504 - Chemical Treatment	2,224.62
JCI Jones Chemicals Inc	TBP	Invoice # 846022 - Chemical Treatment	2,588.04
JCI Jones Chemicals Inc	TBP	Invoice # 847335 - Chemical Treatment	2,364.60
JCI Jones Chemicals Inc	TBP	Invoice # 847783 - Chemical Treatment	2,185.00
Hesco	TBP	Invoice # 20201220 - Material and Supplies	1,876.00
Lamphere's Tree Service	TBP	Invoice 1626 - Contracted Services	7,810.00
HOH Water Technology	TBP	Invoice # 590224 - Contracted Services	1,700.00
Cambi Inc	V #1509897	Invoice # 609810-SP-003 - Material and Supplies	5,633.13
D.J. Conley Associates Inc	TBP	Invoice # SI-43921-1 - Material and Supplies	1,353.59
Waste Management	TBP	Invoice # 8504784-1714-8 - Garbage & Rubbish Disposal	1,387.97
Waste Management	TBP	Invoice # 8504783-1714-0 - Garbage & Rubbish Disposal	1,974.36
CH2M Hill Engineers, Inc	TBP	Invoice # 683676CH023 - Contracted Services	3,453.67
Thundermop Maintenance	TBP	Invoice # 210208 - Janitorial Services - February 2021	1,120.00
Dickinson Wright PLLC	TBP	Invoice # 1555156 - Legal Services - 01/3/2021	1,462.50
Subtotal			\$ 331,874.56
Sigma Associates Inc	TBP	Invoice # 637.000-0009327 - Contracted Services - 11/01/20 - 11/28/20 Proj # 1-2922	\$ 702.00
Subtotal - Project 1-2922			\$ 702.00
CH2M Hill Engineers, Inc	TBP	Invoice # 683676CH022 - Contracted Services - Proj # 1-3338	\$ 8,254.18
Subtotal - Project 1-3338			\$ 8,254.18
Burt Forest Products	TBP	Invoice # 72957 - Material and Supplies - Proj # 1-3246	\$ 1,598.40
CH2M Hill Engineers, Inc	TBP	Invoice # 683676CH018 - Contracted Services - 1/29/21 - Proj # 1-3246	\$ 13,670.96
CH2M Hill Engineers, Inc	TBP	Invoice # 683676CH020 - Contracted Services - 1/29/21 - Proj # 1-3246	\$ 8,105.27
Subtotal - Project 1-3246			\$ 23,374.63

OHM	TBP	Invoice # 331142 - Contracted Services - 01/30/21 - Proj # 1-3269	\$	6,543.75
DVM Utilities Inc	TBP	Invoice # 1 - Project Construction - Proj # 1-3269		209,474.99
		Subtotal - Project 1-3269	\$	216,018.74
OHM	TBP	Invoice # 330426 - Contracted Services - 12/31/20 - Proj # 1-3008	\$	7,920.00
		Subtotal - Project 1-3008	\$	7,920.00
CH2M Hill Engineers, Inc	V # 1507665	Invoice # 683676CH017 - Contracted Services - Proj # 1-3362		46,121.66
CH2M Hill Engineers, Inc	TBP	Invoice # 683676CH019 - Contracted Services - 1/1/21 - Proj # 1-3362		21,817.75
CH2M Hill Engineers, Inc		Invoice # 683676CH021 - Contracted Services - 1/29/21 - Proj # 1-3362		21,843.63
		Subtotal - Project 1-3362	\$	89,783.04
			Total \$	677,927.15

6. George W. Kuhn Drain

AGENDA

DRAINAGE BOARD FOR THE GEORGE W. KUHN DRAIN

March 23, 2021

1. Call meeting to order
2. Approve minutes of meeting of March 23, 2021
3. Public Comments
4. Present Construction Estimate No. 19 for Weiss Construction in the amount of \$26,470
5. Present request for Board approval of payment of invoices in the amount of \$46,967.38
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

February 23, 2021

A meeting of the Drainage Board for the George W. Kuhn Drain was held at 2:00 p.m. on the 23rd of February, 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.

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

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

Minutes of the meeting held January 26, 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.

Construction Estimate No. 18 for Weiss Construction in the amount of \$138,360.80 with a transfer of \$493.20 to the Oakland County Treasurer (as attached) was presented. It was moved by Markham, supported by Nash, to approve Construction Estimate No. 18 in the amount of \$138,360.80 with a transfer of \$493.20 to the Oakland County Treasurer as presented.

ADOPTED: Yeas - 2
Nays - 0

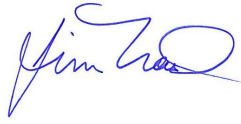
A request for Board approval of payment of invoices in the amount of \$35,358.46 (as attached) was presented. It was moved by Markham, supported by Nash, that the invoices in the amount of \$35,358.46 be paid as presented.

ADOPTED: Yeas - 2
Nays - 0

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

ADOPTED: Yeas - 2
Nays - 0

There being no further business, the meeting was adjourned.

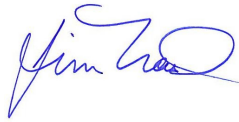
A handwritten signature in blue ink, appearing to read "Jim Nash", is positioned above a horizontal line.

Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the George W. Kuhn Drain, Oakland County, Michigan, held on the 23rd day of February, 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 George W. Kuhn Drain Drainage District.



Jim Nash, Chairperson

Dated: March 1 , 2021

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

Regular Construction Estimate No. 19 ✓

February 1, 2021 to February 28, 2021 ✓

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: February 28, 2021

Original Contract Amount: \$5,845,000.00

Previous Change Orders: \$150,373.00
Numbers: Change Order #1, #2 and #3

Change Orders This Estimate: \$0.00
Numbers: None

Total Net Change Orders: \$150,373.00

Adjusted Contract Amount: \$5,995,373.00 ✓

Sub-Total To Date: \$5,955,948.00

Less Deductions: \$0.00

Gross Estimate: (Work in Place) 99.34% \$5,955,948.00

Less Amount Reserved: (10% of 1/2 Adjusted Contract Amount) \$299,768.65

Total Amount Allowed To Date: \$5,656,179.35

Less Previous Estimates: \$5,629,709.35 ✓

Net Payment Request To Be Paid To Contractor: \$26,470.00 ✓

Reserve Payment to Contractor \$0.00

Balance of Contract To Date \$ ✓ 39,425.00 Accounting Auditor: *jls* 3/11/21

Amount To Be Reserved (From Above) \$299,768.65

Less Previous Transfers To Reserve: \$299,768.65 ✓

Amount of Current Transfer: \$0.00

Prepared by: *[Signature]*
Craig Tiell - Project Engineer

Date: *3/12/2021*

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

Date: _____

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

Date: _____

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

Date: _____

Regular Construction Estimate No. 19

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

Shawn Phelps

DATE: March 23, 2021

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

Payable To	Ref No.	For	Amount
OHM	TBP	Invoice # 330422 - Professional Services - 12/31/20	\$ 1,281.25
OHM	TBP	Invoice # 331165 - Professional Services - 01/30/21	2,152.50
Dickinson Wright, PLLC	TBP	Invoice # 1555101 - Legal Services - 01/31/2021	749.50
Dickinson Wright, PLLC	TBP	Invoice # 1555104 - Legal Services - 01/31/2021	7,476.40
Dickinson Wright, PLLC	TBP	Invoice # 1555106 - Legal Services - 01/31/2021	3,645.88
Dickinson Wright, PLLC	TBP	Invoice # 1555107 - Legal Services - 01/31/2021	2,966.95
Dickinson Wright, PLLC	TBP	Invoice # 1555126 - Legal Services - 01/31/2021	2,926.96
Dickinson Wright, PLLC	TBP	Invoice # 1555131 - Legal Services - 01/31/2021	2,951.62
Dickinson Wright, PLLC	TBP	Invoice # 1555134 - Legal Services - 01/31/2021	2,925.32
Dickinson Wright, PLLC	TBP	Invoice # 1555142 - Legal Services - 01/31/2021	2,588.63
Dickinson Wright, PLLC	TBP	Invoice # 1555144 - Legal Services - 01/31/2021	2,950.76
Dickinson Wright, PLLC	TBP	Invoice # 1555145 - Legal Services - 01/31/2021	2,798.94
Dickinson Wright, PLLC	TBP	Invoice # 1555146 - Legal Services - 01/31/2021	2,733.37
Dickinson Wright, PLLC	TBP	Invoice # 1555147 - Legal Services - 01/31/2021	8,819.30
Subtotal			\$ 46,967.38
Total			\$ 46,967.38

7. Minnow Pond Drain

AGENDA

DRAINAGE BOARD FOR THE MINNOW POND DRAIN

March 23, 2021

1. Call meeting to order
2. Approve minutes of meeting of August 27, 2019
3. Public Comments
4. Present Memorandum from Glenn Appel, P.E., Chief Engineer, dated March 23, 2021, requesting the Board approve the Construction Cost Reimbursement Agreement and authorize the Chairperson to execute the Agreement on behalf of the Drainage District
5. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$1,679,570
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 27, 2019

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 27th day of August, 2019.

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 July 23, 2019 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 reimbursement of the Drain Revolving Fund in the amount of \$642.60 (as attached) was presented. It was moved by Zack, supported by Nash, to reimburse the Drain Revolving Fund in the amount of \$642.60 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 Minnow Pond Drain, Oakland County, Michigan, held on the 27th day of August, 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 Minnow Pond Drain Drainage District.



Jim Nash, Chairperson

Dated: September 4th, 2019

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER**

MEMORANDUM

TO: Jim Nash, Chairperson
Drainage Board for the Minnow Pond Drain

FROM: Glenn R. Appel, P.E., Chief Engineer

SUBJECT: Construction Cost Reimbursement Agreement

DATE: March 23, 2021

Attached for your approval is the Construction Cost Reimbursement Agreement for the City of Farmington Hills Halsted Road and 13 Mile Road culvert replacements.

These culverts were replaced as part of the City's road improvement projects, and in particular, the culvert replacement on Halsted Road, south of 14 Mile Road, corrected a long-standing road flooding issue.

The apportionment for the Minnow Pond Drain are as follows:

City of Farmington Hills	96.08%
County of Oakland	2.68%
State of Michigan	1.24%

The total project cost for both culvert replacements is \$1,544,826.35. Approval of the Agreement would allow the City to be reimbursed the County of Oakland's and State of Michigan's apportioned cost of the project. Based on the above apportionment, the City would receive \$60,557.19, which would be deposited in the surplus construction fund to the credit of Farmington Hills.

I recommend that the Drainage Board approve the Agreement and resolve that the Chairperson of the Drainage Board be authorized to execute the Agreement on behalf of the Drainage Board.

Respectfully Submitted

Glenn R. Appel, P.E.
Chief Engineer

attachment



DEPARTMENT OF PUBLIC SERVICES
KAREN MONDORA, P.E., DIRECTOR

February 10, 2021

Oakland County Water Resources Commissioner's Office
Attention: Glenn Appel, Chief Engineer
Public Works Building 95 West
Public Works
Pontiac, Michigan 48328-1901

Subject: Construction Cost Agreement
Halsted Road and 13 Mile Road Culvert Replacements

Dear Glenn:

In accordance with your e-mail of January 21, 2021, our office has reviewed the above referenced agreement and find that this payback agreement is acceptable for our signature. Attached please find the original signed document by Karen Mondora, Director of Public Services. Please initiate the procedure necessary to follow through on the approval of the agreement and the signing by the Water Resources Commission. Once fully executed, could you please return a copy of this agreement to our office. If you need anything additional from our office, please feel free to contact us.

Sincerely,
CITY OF FARMINGTON HILLS

A handwritten signature in black ink, appearing to read 'Jim Cubera'.

Jim Cubera, City Engineer

cc: Karen Mondora, Director

CONSTRUCTION
COST REIMBURSEMENT AGREEMENT
FOR
CITY OF FARMINGTON HILLS
HALSTED ROAD AND 13 MILE ROAD
CULVERT REPLACEMENTS

THIS AGREEMENT made and entered into this _____ day of _____ 2021, by and between the **CITY OF FARMINGTON HILLS** (hereinafter referred to as “FARMINGTON HILLS”), and the **MINNOW POND DRAIN DRAINAGE DISTRICT** (hereinafter referred to as “MINNOW POND DRAIN”), provides as follows:

WHEREAS, FARMINGTON HILLS and the MINNOW POND DRAIN, in cooperation with each other, have undertaken the following projects to improve the Minnow Pond Drain:

1. Replace existing culverts under Halsted Road, south of 14 Mile Road, with a three-sided 11’ x 3’ concrete box culvert and raise Halsted Road to resolve overtopping of the road.
2. Replace 112” x 77” corrugated metal culvert under 13 Mile Road, east of Lake Park Drive, with a 10’ x 8’ concrete box culvert.

The culverts are owned by the MINNOW POND DRAIN. The construction costs associated with the culvert replacements will be paid for by FARMINGTON HILLS and reimbursed to FARMINGTON HILLS by the MINNOW POND DRAIN. The improvements are within the jurisdiction of FARMINGTON HILLS, which improvements are, hereinafter referred to as the “PROJECT”; and,

WHEREAS the combined cost of the PROJECT is One Million Five Hundred and Forty-Four Thousand Eight Hundred and Twenty-Six Dollars and 35 cents (\$1,544,826.35); and,

WHEREAS the cost of the PROJECT will be apportioned based on the following percentages previously established for the MINNOW POND DRAIN:

City of Farmington Hills	96.08%
County of Oakland	2.68%
State of Michigan	1.24%

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with all applicable laws, it is hereby agreed between FARMINGTON HILLS and the MINNOW POND DRAIN, as follows:

FARMINGTON HILLS shall forthwith undertake and complete the PROJECT, and shall perform, or cause to be performed, all preliminary engineering, construction engineering, and administration.


1. The PROJECT shall include preliminary engineering, construction engineering, administration, as well as total payments to the contractor.
2. The PROJECT construction cost is One Million Five Hundred and Forty-Four Thousand Eight Hundred and Twenty-Six Dollars and 35 cents (\$1,544,826.35).
3. The culverts to be replaced are owned by the MINNOW POND DRAIN. The costs associated with the culvert replacements initially will be paid for by FARMINGTON HILLS and thereafter reimbursed to FARMINGTON HILLS by the MINNOW POND DRAIN upon presentation of an itemized invoice approved by the Oakland County Water Resources Commissioner's office.
4. The PROJECT will be completed by FARMINGTON HILLS as part of its Halsted Road and 13 Mile Road Rehabilitation Projects. Costs to replace the road, driveways, sidewalks and underground utilities and other work associated with FARMINGTON HILLS road rehabilitation projects are not part of the PROJECT and will be paid for by FARMINGTON HILLS but will not be reimbursed by MINNOW POND DRAIN.

5. It is further agreed that funds reimbursed to FARMINGTON HILLS for the above-referenced projects shall be deposited in the surplus construction fund to the credit of FARMINGTON HILLS, per Section 280.499 of Act 40 of the Michigan Public Acts of 1956, as amended, the Drain Code. The funds shall be credited in direct proportion to amounts assessed and collected from FARMINGTON HILLS. Funds in the account shall be used only for the following:

- a. To pay principal and interest on bonds issued to finance the drain for which the assessment is imposed.
- b. If bonds are not sold, to pay assessments due from FARMINGTON HILLS.
- c. At the request of FARMINGTON HILLS, to alleviate drainage problems in that public corporation.

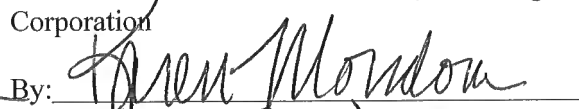
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first written above.

In the Presence of:


Barbara S. Smutka

CITY OF FARMINGTON HILLS, A Michigan Municipal Corporation

By:



Its:

Karen Mondora
Director of Public Services

MINNOW POND DRAIN DRAINAGE DISTRICT

By:

Jim Nash

Its: Chairman

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Minnow Pond Drain

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2021 through 2023

Last Assessment: \$1,581,964
Date last assessment approved: 02/28/17

Current Available Cash: (\$72,688)

Expenditure History:	Fiscal Year	Amount
	2014	\$5,200
	2015	\$29,371
	2016	\$50,173
	2017	\$1,633,850
	2018	\$19,696
	2019	\$17,435
	2020	\$26,385
	2021 YTD	\$3,944

Estimated Expenditures:	Year	Amount
	2021	\$18,056
	2022	\$22,000
	2023	\$22,000
	Total	\$62,056

Recommended Assessment:

Current Cash Deficit	\$72,688
Total Anticipated Expenses 2021 - 2023	\$62,056
Halsted Rd / 13 Mile Culvert Repl Proj Exp	\$1,544,826

TOTAL RECOMMENDED ASSESSMENT \$1,679,570

Prepared by: Michael R. McMahon Date: 3/23/2021
Michael R. McMahon, P.E. - Chief Engineer

Approved by: Steven Korth Date: 3/23/2021
Steven A. Korth, P.E. - Manager

Note: Current Available Cash as of January 31, 2021, Fiscal Services Division Report.

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE MINNOW POND DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
City of Farmington Hills	96.08%	\$ 1,613,730.85	\$ 1,613,730.85	-	-
State of Michigan	1.24%	\$ 20,826.67	\$ 20,826.67	-	-
County of Oakland	2.68%	\$ 45,012.48	\$ 45,012.48	-	-
<hr/>					
Total	100.000%	\$ 1,679,570.00	\$ 1,679,570.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 03/26/1991.

Assessment Payment Due Date(s): Payment #1 04/30/2021

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Minnow Pond Drain for the fiscal years 2021 - 2023 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Minnow Pond Drain

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

Jim Nash
Chairman of the Drainage Board for the Minnow Pond Drain

8. Pebble Creek Drain

AGENDA

DRAINAGE BOARD FOR THE PEBBLE CREEK DRAIN

March 23, 2021

1. Call meeting to order
2. Approve minutes of meeting of August 27, 2019
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$34,710
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

August 27, 2019

A meeting of the Drainage Board for the Pebble Creek 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 27th day of August, 2019.

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 July 23, 2019 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 reimbursement of the Drain Revolving Fund in the amount of \$213.30 (as attached) was presented. It was moved by Zack, supported by Nash, to reimburse the Drain Revolving Fund in the amount of \$213.30 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 Pebble Creek Drain, Oakland County, Michigan, held on the 27th day of August, 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 Pebble Creek Drain Drainage District.



Jim Nash, Chairperson

Dated: September 4th, 2019

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Pebble Creek Drain

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2021 through 2023

Last Assessment: \$31,453
Date last assessment approved: 04/28/15

Current Available Cash: (\$11,834)

Expenditure History:	Fiscal Year	Amount
	2014	\$7,838
	2015	\$4,379
	2016	\$3,857
	2017	\$3,300
	2018	\$12,885
	2019	\$5,779
	2020	\$12,058
	2021 YTD	\$1,124

Estimated Expenditures:	Year	Amount
	2021	\$6,876
	2022	\$8,000
	2023	\$8,000
	Total	\$22,876

Recommended Assessment:

Current Cash Deficit	\$11,834
Total Anticipated Expenses 2021 - 2023	\$22,876
Proposed Project Expenses	\$0

TOTAL RECOMMENDED ASSESSMENT \$34,710

Prepared by: Michael R. McMahon Date: 3/23/2021
Michael R. McMahon, P.E. - Chief Engineer

Approved by: Steven Korth Date: 3/23/2021
Steven A. Korth, P.E. - Manager

Note: Current Available Cash as of January 31, 2021, Fiscal Services Division Report.

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE PEBBLE CREEK DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
City of Farmington Hills	90.35%	\$ 31,360.48	\$ 31,360.48	-	-
State of Michigan	1.35%	\$ 468.59	\$ 468.59		
County of Oakland	8.30%	\$ 2,880.93	\$ 2,880.93		
<hr/>					
Total	100.000%	\$ 34,710.00	\$ 34,710.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 03/26/1991.

Assessment Payment Due Date(s): Payment #1 04/30/2021

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Pebble Creek Drain for the fiscal year 2021-2023 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Pebble Creek Drain

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

Jim Nash
Chairman of the Drainage Board for the Pebble Creek Drain

9. Helaine Zack Drain

AGENDA

DRAINAGE BOARD FOR THE HELAINE ZACK DRAIN

March 23, 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 \$26,478.69
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE HELAINE ZACK DRAIN**

December 15, 2020

A meeting of the Drainage Board for the Helaine Zack 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 September 22, 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 Special Resolution to close the Drainage District Construction Fund and establish the Maintenance Fund was presented. It was moved by Zack, supported by Woodward, to approve the Special Resolution as presented and authorize the Chairperson to execute said Resolution.

ADOPTED: Yeas - 3
Nays - 0

A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$66,313.10 for the Helaine Zack 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 \$66,313.10 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 Helaine Zack 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 Helaine Zack Drain Drainage District.



Jim Nash, Chairperson

Dated: December 30, 2020

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the HELAINE ZACK DRAIN

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

Shawn Phelps

DATE: March 23, 2021

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

Ref No.	Paid To	For	Amount
TBP	Dickinson Wright PLLC	Invoice # 1559648 - Legal Services - 02/28/21	\$ 7,769.50
Sept 2020 Pcard	21st Century Media Michigan	Pcard - Legal News - 08/01/20 - 8/31/20	4,094.00
May 2020 Pcard	21st Century Media Michigan	Pcard - Legal News - 02/01/20 - 2/29/20	3,662.65
Mar 2020 Pcard	21st Century Media Michigan	Pcard - Legal News - 03/01/20 - 3/31/20	1,646.00
V # 1246865	Clark Hill	Invoice # 749526 - Legal Services	900.00
V # 55376	Orchard Hiltz & McCliment, Inc	Invoice # 076186 - Engineering Services - 11/18/2000	8,406.54
Total			<u>\$ 26,478.69</u>