

NOTICE OF MEETINGS

DRAINAGE BOARD FOR THE FOLLOWING DRAINS:

1. Acacia Park CSO Drain
2. Birmingham CSO Drain
3. Bloomfield Village CSO Drain
4. City of Pontiac Wastewater Treatment Facility
5. Clinton River Water Resource Recovery Facility
6. George W. Kuhn Drain
7. Augusta Drain
8. McCulloch Drain
9. Lanni Drain
10. Six Points Drain
11. Claude H. Stevens Drain
12. Devonshire Drain
13. Hamlin Drain
14. Hoot Drain
15. Murphy Drain
16. Robert A. Reid Drain
17. Sue Ann Douglas Drain
18. Varner Drain
19. Wilmont Drain

NOTICE IS HEREBY GIVEN THAT MEETINGS OF THE DRAINAGE BOARD FOR THE ABOVE-MENTIONED DRAINS WILL COMMENCE AT **11:30A.M.**, ON **TUESDAY, FEBRUARY 25, 2020** IN THE OAKLAND COUNTY PUBLIC WORKS BUILDING, ONE PUBLIC WORKS DRIVE, WATERFORD, MICHIGAN.

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

Posted by: February 21, 2020



**NOTICE OF CANCELLATION OF
DRAINAGE BOARD MEETING**

NOTICE IS HEREBY GIVEN that the **HELAINÉ ZACK DRAIN DRAINAGE BOARD** previously scheduled for 2 and 2:05 p.m., February 25, 2020 at the offices of the *Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan* has been canceled.

Dated: February 21, 2020

Jim Nash, Commissioner
Oakland County Water Resources



Chapter 20 Drainage Board Meeting
Regular Meeting
Tuesday, February 25, 2020

1. Acacia Park CSO

AGENDA

DRAINAGE BOARD FOR THE ACACIA PARK CSO DRAIN

February 25, 2020

1. Call meeting to order
2. Approve minutes of meeting of January 28, 2020
3. Public Comments
4. Present request for Board approval of payment of invoices in the amount \$21,839.16
5. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$27,007.92
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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: February 25, 2020

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 February 14, 2020

G/L Date	Ref No.	Paid To	For	Amount
1/31/2020	Jan 2020 Pcard	USA Blue Book	Pcard - Materials and Supplies	\$ 57.06
1/31/2020	Jan 2020 Pcard	The Home Depot	Pcard - Materials and Supplies	21.49
1/31/2020	Jan 2020 Pcard	O'Reilly Auto Supply	Pcard - Materials and Supplies	34.44
1/31/2020	Jan 2020 Pcard	Fastenal Company	Pcard - Materials and Supplies	311.19
1/31/2020	Jan 2020 Pcard	Aero Filter Inc	Pcard - Materials and Supplies	85.08
1/31/2020	V # 1418126	Cintas	Invoice # 4039956852 - Mat Rentals	9.98
1/31/2020	V # 1418106	Unifirst	Invoice # 088 2169445 - Uniforms	6.29
1/31/2020	V # 1418107	Unifirst	Invoice # 088 2171393 - Uniforms	6.29
1/31/2020	V # 1418108	Unifirst	Invoice # 088 2173328 - Uniforms	6.29
1/31/2020	V # 1420055	Unifirst	Invoice # 088 2175257 - Uniforms	6.29
1/31/2020	V # 1421124	Alexander Chemical Corporation	Invoice # 20260 - Chlorination Supplies	2,186.06
1/31/2020	V # 1421126	Alexander Chemical Corporation	Invoice # 20473 - Chlorination Supplies	2,322.70
Total				<u>\$ 5,053.16</u>
TBP ICS Integration Services LLC Invoice # 1627 - Contracted Services - Proj 1-1632				16,786.00
Project # 1-1632 Subtotal				<u>\$ 16,786.00</u>
Total				<u>\$ 21,839.16</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



DATE: February 25, 2020

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 February 14, 2020.

<u>Date</u>	<u>Ref No.</u>	<u>For</u>	<u>Amount</u>
01/31/20	JE# 330044	January 2020 Storm Water Flow Charges RTB Capacity Use (O & M Credit)	\$27,007.92
			<u>\$27,007.92</u>

Chapter 20 Drainage Board Meeting
Regular Meeting
Tuesday, February 25, 2020

2. Birmingham CSO

AGENDA

DRAINAGE BOARD FOR THE BIRMINGHAM CSO DRAIN

February 25, 2020

1. Call meeting to order
2. Approve minutes of meeting of January 28, 2020
3. Public Comments
4. Present Memorandum recommending the Board authorize the Influent Metering Study for an amount not-to-exceed \$35,000
5. Present request for Board approval of payment of invoices in the amount \$17,002.81
6. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$29,602
7. Other business
8. Approve pro rata payment to Drainage Board members
9. Adjourn

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

TO: Jim Nash, Chairman
Birmingham CSO Drain

FROM: Carrie Ricker Cox, Chief Engineer

SUBJECT: Birmingham Influent Metering Study

DATE: February 25, 2020

The influent meter at the Birmingham CSO Basin has been unreliable. The meter is critical for operations as this meter is used to flow pace chlorine during wet weather events. The meter replacement is in the 2020 Capital Improvement plan for \$200,000. However, the metering location has poor hydraulic conditions that are not conducive for metering and the metering technology currently in place is not ideal for this type of application. In addition, alternative metering technologies are expensive and could greatly increase the projected capital expense. Therefore, it is recommended that the Drain Board authorize a study to determine if there is a better location and/or better meter technology for use in metering the influent flow for the Birmingham CSO basin. This study will involve running power to the proposed site, trial meter technology, review of metering data and a recommendation for metering moving forward. ADS Environment will provide the meter rental and data downloads, WRC System Control Unit will provide power for the temporary meter and Applied Science will review the results and make recommendations for influent metering long-term. The anticipated costs for this study are:

ADS Environmental	\$7,070
WRC System Control Unit	\$25,000
Applied Science Inc.	\$2,500
Total Study Cost	\$34,570

It is anticipated that there will be 3 months of metering. However, pending the rain events during that period, additional metering may be required. The above cost assumes a 3 months metering. If additional metering is needed, the drain board will be approached with another recommendation. The schedule is highly critical as limiting the metering time to 3 months assumes the trial meters will be in place for the spring rain events and that there will be at least 4 storm events.

The work that System Control Unit will conduct to bring power to the site will be required for any of the proposed metering technologies. WRC's System Control Unit, Metering group and SCADA group have met to ensure that the conduit is sized for future permanent application and not just for the trial period. Therefore, expense to run power for this study is likely to be used as part of the eventual meter replacement.

Requested Action: Authorize an Influent Metering Study for an amount not-to-exceed \$35,000

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

Sj Phelps

DATE: February 24, 2020

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 February 14, 2020

G/L Date	Ref No.	Paid To	For	Amount
1/31/2020	Jan 2020 Pcard	USA Blue Book	Pcard - Materials and Supplies	\$ 57.06
1/31/2020	Jan 2020 Pcard	The Home Depot	Pcard - Materials and Supplies	76.69
1/31/2020	Jan 2020 Pcard	O'Reilly Auto Supply	Pcard - Materials and Supplies	35.98
1/31/2020	V # 1418128	Cintas	Invoice # 4039956798 - Mat Rentals	10.92
1/31/2020	V # 1418106	Unifirst	Invoice # 088 2169445 - Uniforms	9.04
1/31/2020	V # 1418107	Unifirst	Invoice # 088 2171393 - Uniforms	9.04
1/31/2020	V # 1418108	Unifirst	Invoice # 088 2173328 - Uniforms	9.04
1/31/2020	V # 1420055	Unifirst	Invoice # 088 2175257 - Uniforms	9.04
			Total	\$ 216.81
	TBP	ICS Integration Services LLC	Invoice # 1628 - Contracted Services - Proj # 1-1633	\$ 16,786.00
			Project # 1-1633 Subtotal	\$ 16,786.00
			Total	\$ 17,002.81

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: February 25, 2020

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 February 14, 2020.

<u>Date</u>	<u>Ref No.</u>	<u>For</u>	<u>Amount</u>
01/31/20	JE# 330044	January 2020 Storm Water Flow Charges RTB Capacity Use (O & M Credit)	\$29,602.00
			<u>\$29,602.00</u>

Chapter 20 Drainage Board Meeting
Regular Meeting
Tuesday, February 25, 2020

3. Bloomfield Village CSO

AGENDA

DRAINAGE BOARD FOR THE BLOOMFIELD VILLAGE CSO DRAIN

February 25, 2020

1. Call meeting to order
2. Approve minutes of meeting of January 28, 2020
3. Public Comments
4. Present request for Board approval of payment of invoices in the amount \$27,903.94
5. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$35,972.42
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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 25, 2020

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 February 14, 2020

G/L Date	Ref No.	Paid To	For	Amount
1/31/2020	Jan 2020 Pcard	USA Blue Book	Pcard - Materials and Supplies	\$ 57.07
1/31/2020	Jan 2020 Pcard	USA Blue Book	Pcard - Materials and Supplies	62.85
1/31/2020	V # 1418130	Cintas	Invoice # 4039956893 - Mat Rentals	10.30
1/31/2020	V # 1418106	Unifirst	Invoice # 088 2169445 - Uniforms	6.29
1/31/2020	V # 1418107	Unifirst	Invoice # 088 2171393 - Uniforms	6.29
1/31/2020	V # 1418108	Unifirst	Invoice # 088 2173328 - Uniforms	6.29
1/31/2020	V # 1420055	Unifirst	Invoice # 088 2175257 - Uniforms	6.29
1/31/2020	V # 1421124	Alexander Chemical Corporation	Invoice # 20260 - Chlorination Supplies	2,186.07
1/31/2020	V # 1421126	Alexander Chemical Corporation	Invoice # 20473 - Chlorination Supplies	2,322.69
1/31/2020	V # 1421110	Alexander Chemical Corporation	Invoice # 20257 - Chlorination Supplies	4,368.25
1/31/2020	V # 1420027	Great Lakes Pump & Supply Co	Invoice # 62366 - Materials and Supplies	1,986.67
1/27/2020	V # 1416713	Midwest Air Filter Inc	Invoice # DO525259 - Materials and Supplies	98.88
			Total	<u>\$ 11,117.94</u>
	TBP	ICS Integration Services LLC	Invoice # 1629 - Contracted Services - Proj # 1-1634	\$ 16,786.00
			Subtotal Project # 1-1634	<u>\$ 16,786.00</u>
			Total	<u>\$ 27,903.94</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 25, 2020

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 February 14, 2020.

<u>Date</u>	<u>Ref No.</u>	<u>For</u>	<u>Amount</u>
01/31/20	JE# 330044	January 2020 Storm Water Flow Charges RTB Capacity Use (O & M Credit)	\$35,972.42
			<u>\$35,972.42</u>

Chapter 20 Drainage Board Meeting

Regular Meeting

Tuesday, February 25, 2020

4. City of Pontiac Wastewater
Treatment Facility

AGENDA

DRAINAGE BOARD FOR THE CITY OF PONTIAC WASTEWATER TREATMENT FACILITY

February 25, 2020

1. Call meeting to order
2. Approve minutes of meeting of November 26, 2019
3. Public Comments
4. Present Memorandum recommending the board approve the assignments of the leases from the City of Pontiac Wastewater Treatment Facility Drainage District to the Clinton River Water Resource Recovery Facility Drainage District contingent upon the acceptance and agreement of the Board of the Clinton River Water Resource Recovery Facility Drainage District
5. Present request for Board approval of payment of invoices from the Maintenance Fund in the amount of \$189
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

TO: Jim Nash, Chairman
City of Pontiac Wastewater Treatment Facility Drainage District

FROM: John Basch, Senior Attorney

SUBJECT: Assignment of Leases from the City of Pontiac Wastewater Treatment Facility Drainage District to the Clinton River Water Resource Recovery Facility Drainage District

DATE: February 25, 2020

The transfer (assignment) of leases from the City of Pontiac Wastewater Treatment Facility Drainage District to the Clinton River Water Resource Recovery Facility Drainage District is part of a financial housekeeping measure to transfer existing sources of annual income and consolidate expenditures and revenue into one fund.

There are five separate leases involved in today's transfer. They include two leases held by Bedrock Express and one each from Joshua's Tree Service, Siteone Landscape Supply, and Green Acres Tree Farm. The language of each lease is virtually identical, and each has an initial five-year term with the option of extending the lease for an additional five-year term.

Background: The City of Pontiac Wastewater Treatment Facility Drainage District purchased Pontiac's wastewater treatment facility in 2012 for \$55 million in "as is" condition. The drainage district since has invested millions to improve the facility. When purchased, the City of Pontiac Sewage Disposal System was the only customer of the facility. However, the Clinton-Oakland Sewage Disposal System became a customer of the facility after the completion of the Perry Street Pump Station and associated force main. When the bio-solids project was being considered for financing, it was determined that the original assessment, which was exclusive to Pontiac, was no longer appropriate. As a result, the Clinton River Water Resource Recovery Facility Drainage District was formed to encompass all the customers which benefit from the facility.

Today's assignments from the City of Pontiac Wastewater Treatment Facility Drainage District to the Clinton River Water Resource Recovery Facility Drainage District will more equitably and appropriately distribute the revenue from these leases.

Requested Action: Approve the assignments (transfers) of the above-referenced leases from the City of Pontiac Wastewater Treatment Facility Drainage District to the Clinton River Water Resource Recovery Facility Drainage District contingent upon the acceptance and agreement of the Board of the Clinton River Water Resource Recovery Facility Drainage District.

ASSIGNMENT OF LANDLORD'S INTEREST IN LEASE

THIS ASSIGNMENT, is made as of this 28th day of January, 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

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 or subject to conditions prohibited in this Lease caused by Tenant or Tenant's Agents, Tenant shall indemnify, defend and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, attorneys' fees, damages and obligations of any nature arising from or as a result thereof, and Landlord shall have the right to direct remediation activities, all of which shall be performed at Tenant's cost. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.

(e) Tenant acknowledges that, for purposes of MCL 324.20116, portions of the Premises and the Property of which the Premises are a part are impacted with hazardous substances and are a Part 201 and 111 "facility", and Landlord has disclosed the general nature and extent of the release and any land or

resource use restrictions. A baseline environmental assessment ("BEA") and a Due Care Plan with respect to the Premises and/or the Property are currently on file with the Michigan Department of Environmental Quality, and Tenant, at its sole cost and expense, shall comply with the requirements of the BEA and the Due Care Plan. Notwithstanding anything contained herein to the contrary, in the event that any Hazardous Materials are generated or released in, on, under or about the Premises in excess of those identified in the BEA, Tenant, at its sole cost and expense, shall be responsible for the cost to remediate such Hazardous Materials in accordance with the requirements of applicable Environmental Laws.

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: 

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.

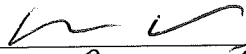
IN WITNESS WHEREOF, Tenant has executed this Certificate this ____ day of _____,
2____.

TENANT:

BEDROCK EXPRESS, LTD.,
a Michigan corporation

Date signed:

1-29-18

By: 
Name: Barry Bass
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





MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the CITY OF PONTIAC WWTP DRAIN (Maintenance Fund)

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting



DATE: February 25, 2020

SUBJECT: Request for Reimbursement of Drain Revolving Fund

The following is a detail of charges paid from the Drain Revolving Fund
for the period ending February 14, 2020.

Payable To	Reference	For		
Dickinson Wright, PLLC	V #1419192	Invoice # 1439734 - Legal Services - Featherstone Lease - 12/31/19	\$	189.00
		Total	\$	189.00

Chapter 20 Drainage Board Meeting

Regular Meeting

Tuesday, February 25, 2020

5. Clinton River Water
Resource Recovery Facility

AGENDA

DRAINAGE BOARD FOR THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY

February 25, 2020

1. Call meeting to order
2. Approve minutes of meeting of January 28, 2020
3. Public Comments
4. Present Change Order No. 35 for Tooles Contracting Group LLC for a net increase in the amount of \$10,280.24
5. Present Construction Estimate No. 29 for Tooles Contracting Group LLC in the amount of \$222,935.32
6. Present Construction Estimate No. 9 for Frank Rewold and Son, Inc. in the amount of \$114,128.45 and a transfer of \$107.10 to the Oakland County Treasurer
7. Present Memorandum recommending the board approve the assignments of the leases from the City of Pontiac Wastewater Treatment Facility Drainage District to the Clinton River Water Resource Recovery Facility Drainage District
8. Present request for Board approval of payment of invoices from the Construction Fund in the amount \$16,512.50
9. Present request for Board approval of payment of invoices from the Maintenance Fund in the amount of \$341,199.30
10. Other business
11. Approve pro rata payment to Drainage Board members
12. Adjourn

DRAIN CHANGE ORDER NO. 35

Jim Nash, Oakland County Water Resources Commissioner

For Construction of the Biosolids Handling and Septage Receiving FacilityLocated in City of Pontiac, Oakland County, MichiganCONTRACTOR: Tooles Contracting Group LLCAddress: 535 Griswold Suite 2550Detroit, MI 48226

Authorization for Extras To & Changes In Contract

Change Order No: 35 Date Issued: 2/18/2020

Auth No.	Location-Description-Reason	Unit Used	Est. Quant.	Unit Price	Amount Increase	Amount Decrease
1	<u>LOCATION:</u> Clinton River Water Resource Recovery Facility - Biosolids Building <u>DESCRIPTION:</u> Change/Add Provide all materials, labor, and equipment for rebar reconfiguration in the electrical room concrete slab on the second floor of the Biosolids Handling building, as described in the attached Field Change Request #11 dated September 24, 2019.	LS	1	\$7,780.24	\$7,780.24	---
	Change/Deduct Provide all materials, labor, and equipment to place additional sidewalk around the Biosolids Handling building, as described in the attached Field Change Request #30 dated October 21, 2019.	LS	1	\$2,500.00	\$2,500.00	---
1	<u>REASON:</u> based on a site inspection and submittals for electric panels, slab openings and orientation, rebar placement had to be modified to accommodate the foot prints and weights of the panels to be installed.					
	To improve pedestrian traffic in the Blend Tank area and to better facilitate the pipe installation, the tanks were moved to the east which resulted in placement of additional sidewalk.					
	Note: CDM Smith and WRC have reviewed the methods and costs of this work based upon similar work of this type. The prices in this change order are fair and reasonable. See attached backup materials from Tooles Contracting Group.					
Totals					\$10,280.24	\$0.00
Net Increase					\$10,280.24	---

CHANGE ORDER NO. 35

JIM NASH Water Resources Commissioner

For Construction of the Biosolids Handling and Septage Receiving Facility

Prepared by: Razik ALSAIGH Date: 02/18/2020
Project Engineer – Razik Alsaigh - PE
Oakland County Water Resources Commissioner's Office

Recommended by: _____ Date: _____
Consulting Engineer – Edward St John - PE
CDM Smith - Consulting Engineer

Approved by: _____ Date: _____
Chief Engineer – Gary Nigro - PE
Oakland County Water Resources Commissioner's Office

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

Accepted by: Mary Hamilton Date: 02/18/2020

of: Tooles Contracting Group LLC

Approved by: _____ Date: _____
Manager – Sidney Lockhart, P.E.
Construction Management
Oakland County Water Resources Commissioner's Office

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

This Change Order No. 35 was approved by the Drainage Board on: _____

Jim Nash, Oakland County Water Resources Commissioner
Biosolids Handling & Septage Receiving Facility Project
City of Pontiac, Oakland County, MI

Regular Construction Estimate No. 29

Estimate Period: January 1, 2020 to January 31, 2020

Contractor

Tooles Contracting Group LLC
635 Griswold, Suite 2550
Detroit, MI 48226

Department No.: 6010101
Fund No.: 84686
Project No.: 100000002181
Account No.: 731472
Program No.: 149015
Activity: FAC
Purchasing Contract No.: 5179

Substantial Completion Date: June 27, 2019
Extended to: NA

Notice to Proceed: June 27, 2017
Final Completion Date: January 6, 2020
Extended to: NA

Original Contract Amount: \$32,370,771.00 ✓
Previous Change Orders: \$990,931.02 ✓
Numbers: #1 through 32
Change Orders This Estimate: \$162,639.38
Numbers: # 33 & 34
Total Net Change Orders: \$1,153,570.40 ✓
Adjusted Contract Amount: \$33,624,341.40

Sub-Total To Date: (Sheet 2 of 2 Column 7) \$32,668,019.13
Less Deductions: (Sheet 2 of 2 Column 7) \$0.00
Gross Estimate: (Work In Place) 97.45% \$32,668,019.13
Less Amount Reserved: (Lump Sum) \$1,644,919.77 ✓
Less Liquidated Damages For Milestone #1
266 days (March 29, 2019 to Dec 20, 2019) \$478,800.00
Less Liquidated Damages For Final Completion
28 days (January 3, 2020 to January 31, 2020) \$56,000.00
Less Amount to be Reserved \$1,110,119.77
Total Amount Allowed To Date: \$31,023,099.36
Less Previous Estimates: \$30,800,164.04 ✓

Net Payment Request To Be Paid To Contractor: \$222,935.32

Reserve Payment to Contractor \$0.00

Balance of Contract To Date \$ 856,322.27 ✓ Accounting Auditor: 2/18/2020

Amount To Be Reserved (From Above) \$1,644,919.77

Less Previous Transfers To Reserve: \$1,644,919.77 ✓

Amount of Current Transfer: \$0.00

Less Prior Liquidated Damages Payment To Construction Account: \$498,800.00 ✓

Less Current Liquidated Damages Payment To Construction Account: \$36,200.00

Amount of Current Reserve: \$1,110,119.77 ✓

Prepared by: [Signature] Date: 2/18/2020
Razik Alsagheh, P.E. - Project Engineer

Recommended by: [Signature] Date: 2/18/2020
CDM Smith

Approved by: _____ Date: _____
Gary Nigro - Chief Engineer

Approved by: _____ Date: _____
Sid Lockhart, P.E. - Special Projects Manager

Regular Construction Estimate No. 29

Approved By Board On: _____

Jim Nash, Oakland County Water Resources Commissioner
Clinton River Water Resources Recovery Facility Administration Building Renovation and Addition
City of Pontiac, Oakland County, Michigan

Regular Construction Estimate No. 9

January 1, 2020 to January 31, 2020

Department No.: 6010101
Fund No.: 82686
Project No.: 1-2787

Account No.: 731472
Program No.: 149667
Activity: FAC

Contractor:
Frank Rewold and Son, Inc.
303 East Third Street - Suite 300
Rochester, MI 48307

Contract No.: 5704
Date of Contract: December 18, 2018
Completion Date: April 16, 2020
Extended to: N/A

Original Contract Amount: \$2,564,206.00 ✓

Previous Change Orders: \$0.00
Numbers: (none)

Change Orders This Estimate: \$0.00
Numbers: (none)

Total Net Change Orders: \$0.00

Adjusted Contract Amount: \$2,564,206.00

Sub-Total To Date: (Sheet 3 of 3 Column 7) \$1,871,754.89

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

Gross Estimate: (Work In Place) 73.00% \$1,871,754.89

Less Amount Reserved: (Lump Sum) \$133,655.48

Total Amount Allowed To Date: \$1,738,099.41

Less Previous Estimates: \$1,623,970.96 ✓

Net Payment Request To Be Paid To Contractor: \$114,128.45

Reserve Payment to Contractor \$0.00

Balance of Contract To Date \$ 692,451.11 ✓ Accounting Auditor: 2/13/2020

Amount To Be Reserved (From Above) \$133,655.48

Less Previous Transfers To Reserve: \$133,548.38 ✓

Amount of Current Transfer: \$107.10 ✓

Prepared by: [Signature]
Razik Alsaigh - Project Engineer

Date: 02/13/2020

Recommended by: [Signature]
Fishbeck, Thompson, Carr & Huber - Consulting Engineer

Date: 02/13/2020

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

Date: _____

Approved by: _____
Sid Lockhart - Special Projects Manager

Date: _____

Regular Construction Estimate No. 9

Approved By Board on: _____

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

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

FROM: John Basch, Senior Attorney

SUBJECT: Assignment of Leases from the City of Pontiac Wastewater Treatment Facility Drainage District to the Clinton River Water Resource Recovery Facility Drainage District

DATE: February 25, 2020

The transfer (assignment) of leases from the City of Pontiac Wastewater Treatment Facility Drainage District to the Clinton River Water Resource Recovery Facility Drainage District is part of a financial housekeeping measure to transfer existing sources of annual income and consolidate expenditures and revenue into one fund.

There are five separate leases involved in today's transfer. They include two leases held by Bedrock Express and one each from Joshua's Tree Service, Siteone Landscape Supply, and Green Acres Tree Farm. The language of each lease is virtually identical, and each has an initial five-year term with the option of extending the lease for an additional five-year term.

Background: The City of Pontiac Wastewater Treatment Facility Drainage District purchased Pontiac's wastewater treatment facility in 2012 for \$55 million in "as is" condition. The drainage district since has invested millions to improve the facility. When purchased, the City of Pontiac Sewage Disposal System was the only customer of the facility. However, the Clinton-Oakland Sewage Disposal System became a customer of the facility after the completion of the Perry Street Pump Station and associated force main. When the bio-solids project was being considered for financing, it was determined that the original assessment, which was exclusive to Pontiac, was no longer appropriate. As a result, the Clinton River Water Resource Recovery Facility Drainage District was formed to encompass all the customers which benefit from the facility.

Today's assignments from the City of Pontiac Wastewater Treatment Facility Drainage District to the Clinton River Water Resource Recovery Facility Drainage District will more equitably and appropriately distribute the revenue from these leases.

Requested Action: Approve the assignments (transfers) of the above-referenced leases from the City of Pontiac Wastewater Treatment Facility Drainage District to the Clinton River Water Resource Recovery Facility Drainage District.

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting



DATE: February 25, 2020

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

Payable To	Ref No.	For	Amount
Davis and Davis Law Office PLC	TBP	Invoice # OCWRC-CRWRRFDD- 02-11-20- Legal Services - 12/31/19	16,022.50
Dickinson Wright PLLC	TBP	Invoice # 1439728 - Legal Services - 12/31/19 - Proj #1-2181	490.00
Total			\$ 16,512.50

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: February 24, 2020

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 January 18, 2020 to February 14, 2020.

Payable To	Ref No.	For	Amount
Michigan Water Environment Assoc.	Jan 2020 Pcard	Pcard - Travel & Conference	\$ 920.00
USA Blue Book	Jan 2020 Pcard	Pcard - Lab Supplies	774.31
Quality Assurance Services Inc	Jan 2020 Pcard	Pcard - Lab Supplies	610.00
USA Blue Book	Jan 2020 Pcard	Pcard - Lab Supplies	1,942.72
USA Blue Book	Jan 2020 Pcard	Pcard - Materials and Supplies	2,474.19
USA Blue Book	Jan 2020 Pcard	Pcard - Materials and Supplies	1,419.55
Clear Edge Filtration Group	Jan 2020 Pcard	Pcard - Materials and Supplies	1,894.95
The Macomb Group	Jan 2020 Pcard	Pcard - Materials and Supplies	610.27
USA Blue Book	Jan 2020 Pcard	Pcard - Materials and Supplies	564.38
Clear Edge Filtration Group	Jan 2020 Pcard	Pcard - Contracted Services	1,676.31
The Macomb Group	Jan 2020 Pcard	Pcard - Materials and Supplies	3,384.66
The Macomb Group	Jan 2020 Pcard	Pcard - Materials and Supplies	628.09
JCI Jones Chemicals Inc	V # 1420040	Invoice # 811195 - Chemical Treatment	2,398.50
JCI Jones Chemicals Inc	V # 1420046	Invoice # 811463 - Chemical Treatment	2,535.00
JCI Jones Chemicals Inc	V # 1420130	Invoice # 812387 - Chemical Treatment	2,409.16
JCI Jones Chemicals Inc	V # 1421071	Invoice # 811771 - Chemical Treatment	2,872.50
Pipeline Management Co Inc	V # 1422037	Invoice # 2020-010 - Contracted Services	2,220.00
Washington Elevator	V # 1422040	Invoice # 2-1016492 - Contracted Services	730.80
Atlas Copco Compressors LLC	V # 1422039	Invoice # 1120013224 - Materials and Supplies	1,920.00
Biotech Agronomics Inc	V # 1422028	Invoice # 2415 - Landfilling - January 2020	187,324.09
Thundermop Maintenance	V # 1422048	Invoice # 200108 - Janitorial Services - January 2020	780.00
Pro-Seal Service Group	V # 1422075	Invoice # 184419 - Contracted Services	6,111.71
PVS Technologies Inc	V # 1422034	Invoice # 265276 - Chemical Treatment	3,672.90
PVS Technologies Inc	V # 1420128	Invoice # 265601 - Chemical Treatment	2,015.10
Eurofins TestAmerica	V # 1421072	Invoice # 1900004384 - Lab Supplies	743.00
JCI Jones Chemicals Inc	V # 1422141	Invoice # 812853 - Chemical Treatment	2,419.82
Tetra Tech Inc	V # 1421070	Invoice # 51545351 - Contracted Services - 12/27/19	1,040.00
Polydyne Inc	TBP	Invoice # 1428954 - Chemical Treatment	36,064.00
Waste Management	TBP	Invoice # 8386656-1714-1 - Garbage & Rubbish Disposal	854.96
Waste Management	TBP	Invoice # 8386583-1714-7 - Garbage & Rubbish Disposal	1,078.20
PVS Technologies Inc	TBP	Invoice # 265841 - Chemical Treatment	3,580.20
PVS Technologies Inc	TBP	Invoice # 266192 - Chemical Treatment	1,899.00
Thundermop Maintenance	TBP	Invoice # 200208 - Janitorial Services - February 2020	780.00
JCI Jones Chemicals Inc	TBP	Invoice # 813237 - Chemical Treatment	2,443.60
Tetra Tech Inc	TBP	Invoice # 51553157 - Contracted Services	1,182.00
Subtotal			\$ 283,973.97
Environmental Testing & Consulting Inc	TBP	Invoice # 19-0282 - Pollution Control Services - Proj # 1-2787	
Somat Engineering Inc	TBP	Invoice # 121933 - Testing Materials - Proj # 1-2787	\$ 876.50
Fishbeck, Thompson, Carr & Huber Inc	TBP	Invoice # 389531 - Engineering Admin - 01/24/20 - Proj # 1-2787	2,344.80
Subtotal - Project 1-2787			\$ 3,221.30
Tetra Tech Inc	V # 1420047	Invoice # 51545350 - Contracted Services - 12/27/19 - Proj 1 - 3084	\$ 3,144.90
Subtotal - Project 1-3084			\$ 3,144.90
Hazen and Sawyer	V # 1421075	Invoice # 0000002 - Contracted Services - 12/01/19 -12/31/19 Proj # 1-3064	7,739.13
Subtotal - Project 1-3064			\$ 7,739.13

CSM Mechanical, LLC

TBP

Invoice # 2019-0525 - Contracted Services - Proj # 1-3087

43,120.00

Subtotal - Project 1-3087 \$

43,120.00

Total \$

341,199.30

Chapter 20 Drainage Board Meeting
Regular Meeting
Tuesday, February 25, 2020

6. George W. Kuhn Drain

AGENDA

DRAINAGE BOARD FOR THE GEORGE W. KUHN DRAIN

February 25, 2020

1. Call meeting to order
2. Approve minutes of meeting of January 28, 2020
3. Public Comments
4. Present Construction Estimate No. 6 for Weiss Construction in the amount of \$2,018,660.55 and a transfer of \$162,134.20 to the Oakland County Treasurer
5. Present Final Construction Estimate No. 7 for Lanzo Trenchless Technologies North for a final reserve payment in the amount \$5,000
6. Present Memorandum regarding a funding-match contribution opportunity from the Army Corps of Engineers at the Drainage District headwaters outfall
7. Present request for Board approval of payment of invoices in the amount of \$43,210.82
8. Other business
9. Approve pro rata payment to Drainage Board members
10. Adjourn

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

Regular Construction Estimate No. 6

January 1, 2020 to January 31, 2020

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

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

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

Date of Contract: May 14, 2019
Completion Date: August 30, 2020
Extended to: N/A

Original Contract Amount: \$5,845,000.00
Previous Change Orders: \$0.00
Numbers: (none)
Change Orders This Estimate: \$0.00
Numbers: (none)
Total Net Change Orders: \$0.00
Adjusted Contract Amount: \$5,845,000.00 ✓

Sub-Total To Date: \$3,481,952.75

Less Deductions: \$0.00

Gross Estimate: (Work in Place) 59.57% \$3,481,952.75

Less Amount Reserved: (10% of 1/2 Adjusted Contract Amount) \$292,250.00

Total Amount Allowed To Date: \$3,189,702.75 ✓

Less Previous Estimates: \$1,171,042.20

Net Payment Request To Be Paid To Contractor: \$2,018,660.55

Reserve Payment to Contractor \$0.00

Balance of Contract To Date \$ 2,363,047.25 Accounting Auditor: *[Signature]* 2/18/20

Amount To Be Reserved (From Above) \$292,250.00 ✓

Less Previous Transfers To Reserve: \$130,115.80

Amount of Current Transfer: \$162,134.20

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

Date: *2/18/2020*

Recommended by: _____
John Arvaj, 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. 6

Approved By Board On: _____

Jim Nash, Oakland County Water Resources Commissioner
GWK Drain Phase III Rehabilitation
Cities of Southfield, Oak Park, Royal Oak, Berkley & Ferndale
Oakland County, Michigan

Final Construction Estimate No. 7

March 2, 2018 to February 1, 2020

Department No.: 6010101
Fund No.: 58510
Project No.: 1-2497
Vendor ID: 19254

Account No.: 731472
Program No.: 149667
Activity: FAC

Contractor:
Lanzo Trenchless Technologies North
28137 Groesbeck Highway
Roseville, MI 48066

Date of Contract: May 24, 2017
Completion Date: October 27, 2017
Extended to: December 16, 2017

Original Contract Amount: \$876,474.00
Previous Change Orders: \$194,428.62
Numbers: One (1)
Change Orders This Estimate: \$0.00
Numbers: None
Total Net Change Orders: \$194,428.62
Final Adjusted Contract Amount: \$1,070,902.62

Final Sub-Total: (Sheet 3 of 3 Column 7) \$1,143,254.62
Less Deductions: (Sheet 3 of 3 Column 7) \$72,352.00
Gross Estimate: (Work in Place) 100.00% \$1,070,902.62
Less Amount Reserved: \$0.00
Total Amount Allowed To Date: \$1,070,902.62
Less Previous Estimates: \$1,065,902.62
Final Payment Request To Be Paid To Contractor: \$0.00
Final Reserve Payment to Contractor \$5,000.00
Balance of Contract To Date \$ - Accounting Auditor:
Amount To Be Reserved (From Above) \$0.00
Less Previous Transfers To Reserve: \$5,000.00
Amount of Current Transfer: (\$5,000.00)

Prepared by: George P. Nichols
George P. Nichols, P.E. - Civil Engineer III, Oakland County WRC

Date: 2/5/2020

Recommended by: Andrew J. McCune
Andrew J. McCune, P.E. - Consulting Engineer, Wade Trim Associates

Date: 2/5/20

Approved by: Gary Nigro
Gary Nigro, P.E. - Chief Engineer, Oakland County WRC

Date: Feb 6, 2020

Approved by: Sid Lockhart
Sid Lockhart, P.E. - Special Projects Manager, Oakland County WRC

Date: 2-6-2020Final Construction Estimate No. 7

Approved By Board On: _____

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER**

MEMORANDUM

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

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

SUBJECT: GWK Drain Open Drain Headwaters Repair

DATE: February 25, 2020

The U.S. Army Corp of Engineers has offered our office the opportunity to capture \$1,165,000 of available funds from previous accounts that are no longer being used. In order for us to obtain this money, it will require a 25 percent match contribution from the GWK Drainage District Sewage Disposal Fund in the amount of \$388,333. The total amount of the project would then be \$1,553,333. The project would be administered by the Army Corps and will focus on improvements to the drain banks, incorporating slope stabilization, outfall repair/replacement, sediment removal, invasives removal and disposal, and sediment removal at the GWK headwaters outfall into the Red Run Drain.


The Army Corps of Engineers is requiring our office to submit a letter of intent and a Self-Certification of Financial Capability document to acknowledge our involvement and acceptance of the terms and conditions.

The GWK Drainage District Sewage fund has the necessary funds available to participate in this project.

Requested Action

Authorize the Fiscal Services Manager to sign the Self-Certification of Financial Capability document on behalf of the Drainage Board for the George W. Kuhn Drain and authorize the allocation of \$388,333 from the GWK Sewage Disposal Fund.

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 

DATE: February 25, 2020

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

Payable To	Ref No.	For	Amount
Environmental Consulting & Tech	TBP	Invoice # 195196 -Contracted Services - 11/01/19 - Proj# 1-2814	\$ 11,340.85
		Subtotal Project # 1-2814	\$ 11,340.85
Dickinson Wright, PLLC	TBP	Invoice # 1447203 - Legal Services - 01/31/2020	1,765.94
Dickinson Wright, PLLC	TBP	Invoice # 1447202 - Legal Services - 01/31/2020	1,759.76
Dickinson Wright, PLLC	TBP	Invoice # 1447205 - Legal Services - 01/31/2020	1,867.32
Dickinson Wright, PLLC	TBP	Invoice # 1447200 - Legal Services - 01/31/2020	1,838.62
Dickinson Wright, PLLC	TBP	Invoice # 1447199 - Legal Services - 01/31/2020	1,891.46
Dickinson Wright, PLLC	TBP	Invoice # 1447197 - Legal Services - 01/31/2020	2,537.88
Dickinson Wright, PLLC	TBP	Invoice # 1447196 - Legal Services - 01/31/2020	6,146.97
Dickinson Wright, PLLC	TBP	Invoice # 1447198 - Legal Services - 01/31/2020	1,824.45
Dickinson Wright, PLLC	TBP	Invoice # 1447204 - Legal Services - 01/31/2020	1,737.00
Dickinson Wright, PLLC	TBP	Invoice # 1447201 - Legal Services - 01/31/2020	1,673.12
Dickinson Wright, PLLC	TBP	Invoice # 1447212 - Legal Services - 01/31/2020	2,681.15
Dickinson Wright, PLLC	TBP	Invoice # 1447195 - Legal Services - 01/31/2020	748.53
Dickinson Wright, PLLC	TBP	Invoice # 1447208 - Legal Services - 01/31/2020	497.77
Dickinson Wright, PLLC	TBP	Invoice # 1447209 - Legal Services - 01/31/2020	4,900.00
		Subtotal	\$ 31,869.97
		Total	\$ 43,210.82

Chapter 20 Drainage Board Meeting
Regular Meeting
Tuesday, February 25, 2020

7. Augusta Drain

AGENDA

DRAINAGE BOARD FOR THE AUGUSTA DRAIN

February 25, 2020

1. Call meeting to order
2. Approve minutes of meeting of December 17, 2019
3. Public Comments
4. Present Memorandum requesting the board submit a National Fish and Wildlife Federation grant application on behalf of the Drainage District
5. Present Request for Reimbursement of the Drain Revolving Fund in the amount of \$672.30
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

TO: Jim Nash, Chairperson Augusta Drain Drainage Board

FROM: Joel Kohn, Environmental Planner II

SUBJECT: Green Stormwater Infrastructure and Clinton River Trail Expansion - Phase I: Augusta Drain

DATE: February 25, 2020

The Oakland County Water Resources Commissioner's office (WRC) requests approval from the Augusta Drain Drainage Board to apply for a grant from the National Fish and Wildlife Federation (NFWF) for a project to transform a vacant lot owned by the drainage district into a community park with terraced bioretention cells and walking paths. This project will use green stormwater infrastructure to create a more usable public green space and promote an enhanced community atmosphere of open green space and environmental sustainability.

The vacant lot is located on Norton Street, between Sanderson Avenue and North Johnson Street. Pathways and a "pocket park" in the center of the project area will allow residents to engage in a public green space within a part of Pontiac that is void of other recreational areas. In conjunction with the goals of the City of Pontiac's Parks and Recreation Master Plan, this project is intended to be the catalyst for future expansions of spur trails and access points to the Clinton River Trail throughout the city. Pontiac would greatly benefit from having additional access to safe green spaces that also allow them to be better connected to the surrounding communities through the Clinton River Trail. The Phase 1: Augusta Drain project is the beginning of that vision.

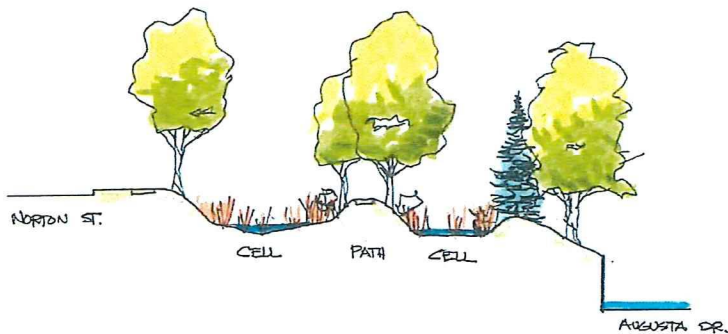
The total estimated project cost is \$370,000, consisting of \$185,000 in grant funding and \$185,000 in required local matching contributions. Local match consists of both cash and in-kind contributions, which will be confirmed prior to any future grant acceptance should our application be successful. Upon award and confirmation of matching fund commitments, a grant agreement will be presented to the drainage board for execution as necessary.

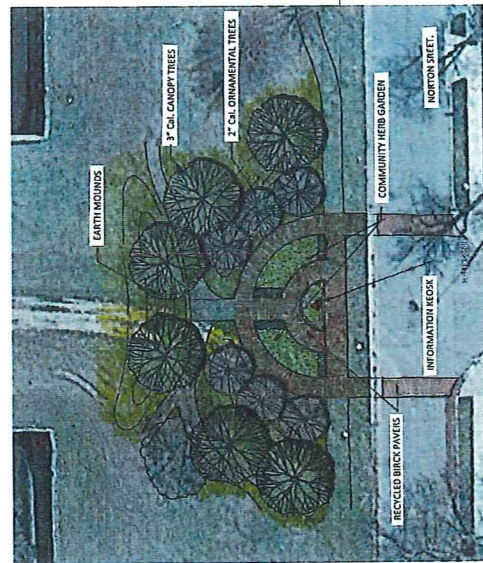
Recommended Actions:

Authorize Jim Nash, Chairperson of the Augusta Drainage Board to submit a NFWF grant application on behalf of the Augusta Drainage District as summarized above.

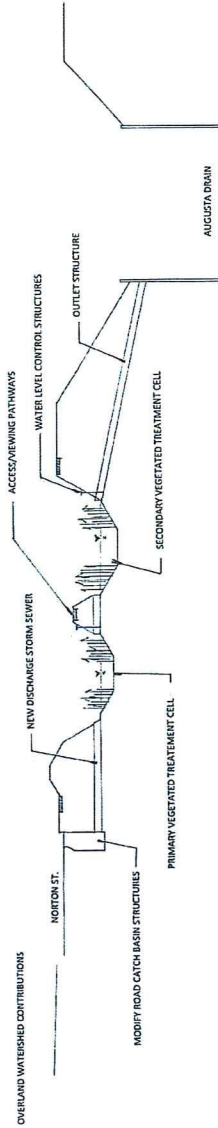


☉ = Street lights





PROJECT INFORMATION AREA



GREEN INFRASTRUCTURE SOLUTIONS
FOR WATER QUALITY IMPROVEMENTS
AUGUSTA DRAIN



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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting



DATE: February 25, 2020

SUBJECT: Request for Reimbursement of Drain Revolving Fund

The following is a detail of charges paid from the Drain Revolving Fund
for the period ending February 14, 2020.

Date	Ref No.	Paid To	For	Amount
12/31/2019	Dec 2019 Pcard	The Home Depot	Pcard - Maintenance Supplies	\$ 336.15
12/31/2019	Dec 2019 Pcard	The Home Depot	Pcard - Maintenance Supplies	\$ 336.15
			Total	<u>\$ 672.30</u>

Chapter 20 Drainage Board Meeting
Regular Meeting
Tuesday, February 25, 2020

8. McCulloch Drain

AGENDA

DRAINAGE BOARD FOR THE MCCULLOCH DRAIN

February 25, 2020

1. Call meeting to order
2. Approve minutes of meeting of June 30, 2016
3. Public Comments
4. Present Memorandum requesting the board authorize Fishbeck to proceed with as-needed engineering services for an amount no to exceed \$52,100
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER**

MEMORANDUM

TO: Jim Nash, Chairman - McCulloch Drain Drainage Board

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

SUBJECT: Engineering Services – Enclosure Condition Assessment, Hydraulic Analysis, Maintenance Recommendations, and Future Use Recommendations
McCulloch Drain – Near Big Beaver Road and Rochester Road, Troy

DATE: February 25, 2020

An enclosed portion of the McCulloch Drain in the City of Troy was constructed in 1999 ahead of future plans to lower and enclose the entirety of the Sturgis Drain from the Big Beaver Road and Rochester Road intersection to the eventual downstream outlet of the Sturgis Drain into the Henry Graham Drain. This portion of the McCulloch Drain was intended to be temporarily lower than the rest of the drain. The plan to lower and enclose the downstream portions of the Sturgis Drain has never come to fruition and is not included in the long term plans for the City of Troy.

The lowered portion of the drain is in need of an inspection and engineering analysis to determine current maintenance needs and to better determine how this portion affects the hydraulics of the surrounding Sturgis Drain. The services outlined in the Fishbeck Proposal will provide the drainage board guidance on future maintenance for the McCulloch Drain and will allow better planning of future maintenance activities for the Sturgis Drain, the Brotherton Drain, and the Henry Graham Drain.

Recommendation: Authorize Fishbeck to proceed for an amount not to exceed \$52,100 with the existing contract number 4826 for as-needed engineering services.

January 21, 2020

Geoffrey Wilson, PE
Oakland County Water Resources Commissioner
One Public Works Drive, building 95, West
Waterford, MI 48328

Re: Proposal for Professional Engineering Services
Sturgis Drain – Rochester Road and East Big Beaver Road Condition Assessment

Dear Geoffrey:

Fishbeck is pleased to submit this proposal to prepare a condition assessment and future use and maintenance recommendation for the culvert listed below.

- Sturgis Drain Culverts – crossing at the intersection of Rochester Road and East Big Beaver Road.

Understanding of the Project

Beginning around 1975, the Sturgis Drain has slowly been modified and enclosed to accommodate new and widened roadways, city facilities, and anticipated future drain improvements. The latest modification, completed in 1999, included enclosing the entire Sturgis Drain between Rochester Road and East Big Beaver. The drain crosses diagonally, from northwest to southeast, starting on the west side of Rochester Road and ending on the south side of East Big Beaver Road. The crossing consists of three separate culvert systems spanning Rochester Road, the City of Troy (City) Fire Station No. 1 property, and East Big Beaver Road, with a junction chamber and surcharge chamber connecting the segments. Of particular concern, with regards to maintenance, is the surcharge chamber connecting the culvert system under the Fire Station (Gateway Park) and the culvert system under East Big Beaver Road. This system consists of a 12-foot diameter circular concrete pipe and a surcharge chamber built in 1999, while the culvert system under East Big Beaver Road consists of two 12 feet-8 inches by 8 feet-1-inch corrugated steel arch pipes and a 15-foot diameter circular concrete pipe built in 1975. It is understood regular maintenance is needed to clean out and remove accumulated sediment to ensure proper hydraulics and maintain storm water culvert capacity.

Fishbeck will prepare a condition assessment and future use and maintenance recommendations for the culvert system based upon the following scope of services.

Scope of Services

Service 1 – Evaluation of existing conditions and recommendation

Task 1.1: Review existing available drainage system plans

Fishbeck will review these documents to determine if these records have beneficial information, such as culvert dimensions, field measurements, types of culvert materials constructed or identified on the drawings, benchmarks, datums, and survey elevation information. We will also review the City's GIS system, Storm Water Master Drainage Study, and Federal Emergency Management Agency (FEMA) Flood Insurance Study reports to determine if relevant information may be available to determine the size and material of the existing culverts.

To determine relative soil conditions, we will also review available geotechnical engineering reports or soil boring logs that the Oakland County Water Resources Commissioner (OCWRC) or the City may have on file.

Fishbeck will also contact the Maintenance Division of the OCWRC to review any information that may be compiled relative to regular or emergency maintenance performed on the individual culverts. It is understood that the OCWRC will provide any record information, including previous culvert assessments the OCWRC may have had prepared for these culverts.

Task 1.2: Develop Hydraulic Model

Information from the provided or developed flows will be used in the hydraulic model for the purposes of evaluating record and existing condition culvert capacities. Fishbeck will develop a hydraulic model for each culvert or culvert system using HY-8 Culvert Hydraulic Analysis, HEC-RAS Program or other suitable programs to determine the capacity and performance under various design storm events. Fishbeck will then evaluate the hydraulics of the drain to determine the necessary capacity of the culverts (based on Michigan Department of Environmental, Great Lakes and Energy (EGAL) criteria). Hydrology results will be incorporated into the Condition Assessment Report.

Task 1.3: Perform Site Evaluation – Confined Space [Man] Entry

Fishbeck will collect general culvert data information in the field, necessary to prepare the culvert condition assessment, in general accordance with our culvert inspection form. Fishbeck will work with Doetsch Environmental Services, Inc. to perform a confined space [man] entry to evaluate the existing condition of the drainage structures including trapped sediment and a visual inspection of the structural integrity of each culvert. Inspection will not include dewatering of the system, a Pipeline Assessment Certification Program (PACP) analysis, and a determination of sediment depths and volumes. The culvert condition assessments and reviewed data will be compiled in the report appendices. Photographs will be inventoried with appropriate field notes and references.

Fishbeck will also document the overall condition of the areas adjacent to the culvert including upstream and downstream conditions and general road surface conditions. Material testing of culvert materials is not included in this assessment.

Task 1.4: Cleanout recommendation

Fishbeck will provide a recommendation for the cleanout of the existing culverts and junction/surcharge chambers at these locations. At this time, samples of the culvert sediment will be collected and a sediment classification (waste characterization and grain analysis, performed by a qualified Geotechnical Engineering firm (G2 Consultants) and a certified laboratory, will be prepared to determine the type of soil and the method of disposal. This will include a waste manifest if applicable and an access analysis of the existing chamber cover. Maintenance of traffic requirements from all governing agencies (Michigan Department of Transportation (MDOT), Road Commission for Oakland County (RCOC), City) will also be determined. The recommendation will include a summary of the cleanout method and any required maintenance of traffic control implementations to accommodate the work.

Task 1.5: Future Use and Maintenance Recommendation

Fishbeck will provide a recommendation for future access and possibly improving existing hydraulics and reducing future maintenance cost. If Fishbeck determines that structural improvements are needed to improve the existing hydraulics, Fishbeck is prepared to attend the necessary meetings with both Water Resources Commissioner's (WRC) and City staff, and possible City Council and/or board meetings with municipal elected officials to make this recommendation.

Task 1.6: Cost Preparation

Fishbeck will obtain quotes and prepare preliminary disposal costs for the removal of the sediment depending on the classification. The disposal cost will include all dewatering, disposal related fees and time, based on the cleanout and disposal analysis from Doetsch. Any additional maintenance or repair recommendations for the culverts and/or chambers, based on the PACP report, will also be included in the preliminary cost analysis.

Task 1.7: Report and Recommendations

A draft report will be provided to the OCWRC outlining hydraulic modeling, alternatives analysis, including appropriate schematic sketches, figures, photographs, and conceptual cost estimates. Preliminary recommendations will be provided with an implementation strategy. A final report will be prepared subsequent to receiving OCWRC's review comments. The culvert condition assessments and reviewed data will be compiled in the report appendices. Photographs will be inventoried with appropriate field notes and references.

Task 1.8: General Observations and Meetings

Fishbeck has included a total of two meetings in this project scope and anticipate one meeting to prepare and present preliminary findings and conceptual project cost estimates and a second meeting to discuss final recommendations with the OCWRC. Subsequent meeting time will be invoiced at contract approved rates, with prior approval by the OCWRC.

Project Assumptions

The services outlined in this proposal have been prepared with the following assumption(s):

- The hydrologic flow data for culverts with a tributary drainage area greater than two square miles will be provided by the State of Michigan.
- The culverts are all located within City and or County road rights-of-way (ROW) and/or easements.
- A geotechnical engineering report will be obtained as part of this culvert condition assessment and rehabilitation study.
- Fishbeck will not need to provide detailed threatened and endangered (T&E) species assessments, tree surveys, wetland delineation/mitigation, Federal Emergency Management Agency (FEMA) – Letter of Map Revision and/or amendments, material testing or density testing services.
- All costs associated with ROW, including determining the limits and boundaries of the City's road ROW or drainage easements, are not included in our fees.
- Load ratings will not be developed for these culverts.

Compensation

Fishbeck proposes to provide the Culvert Condition Assessment as described herein to the OCWRC, for an hourly not-to-exceed fee of Fifty-Two Thousand and One-Hundred Dollars (\$52,100), including reimbursable expenses, in accordance with our current and effective Professional Engineering Services contract. Federal, state, and local Application/Permit Fees and EGLE onsite meeting fee(s), if necessary, are to be paid by the OCWRC.

Fee Summary:

Task 1.1	Review existing available drainage system plans	\$3,900
Task 1.2	Develop Hydraulic Model	\$3,000
Task 1.3	Perform Site Evaluation – Confined Space [Man] Entry	\$2,800
Task 1.4	Cleanout Recommendation (including sediment classification by others)	\$6,300
Task 1.5	Future Use and Remediation Recommendation	\$6,000
Task 1.6	Cost Preparation	\$4,750
Task 1.7	Report and Recommendations	\$6,200
Task 1.8	General Observations and Meetings	\$2,100
	Sub Total Fee	\$35,050
	Reimbursable Expenses (Other Services*)	\$17,050
	Total Hourly Not-to-Exceed Fee	\$52,100

*Doetsch Env. Initial Condition Assessment with maintenance of traffic (MOT) = \$8,800; Geotech Testing Services = \$8,250.

This amount will not be exceeded without written approval from the OCWRC. Note: Dewatering if necessary, will be quoted before performing work.

Schedule for Completion

Provided that Fishbeck receives a notice to proceed by February 9, 2020, Fishbeck proposes to complete these services by August 7, 2020, provided that weather conditions are acceptable for safe entry into culvert systems.

We appreciate the opportunity to continue to provide assistance to the OCWRC. We look forward to working with you and your staff to prepare a condition assessment and a future use and maintenance recommendation for these critical drainage structures along the Sturgis Drain. If our proposal is acceptable to you, please forward authorization to David Potter at (dpotter@Fishbeck.com).

If you have any questions or require additional information, please contact David Potter, PE at 248.320.5819 (dpotter@Fishbeck.com).

Sincerely,

Fishbeck



David L. Potter, PE

Vice President/Senior Civil Engineer/Project Manager

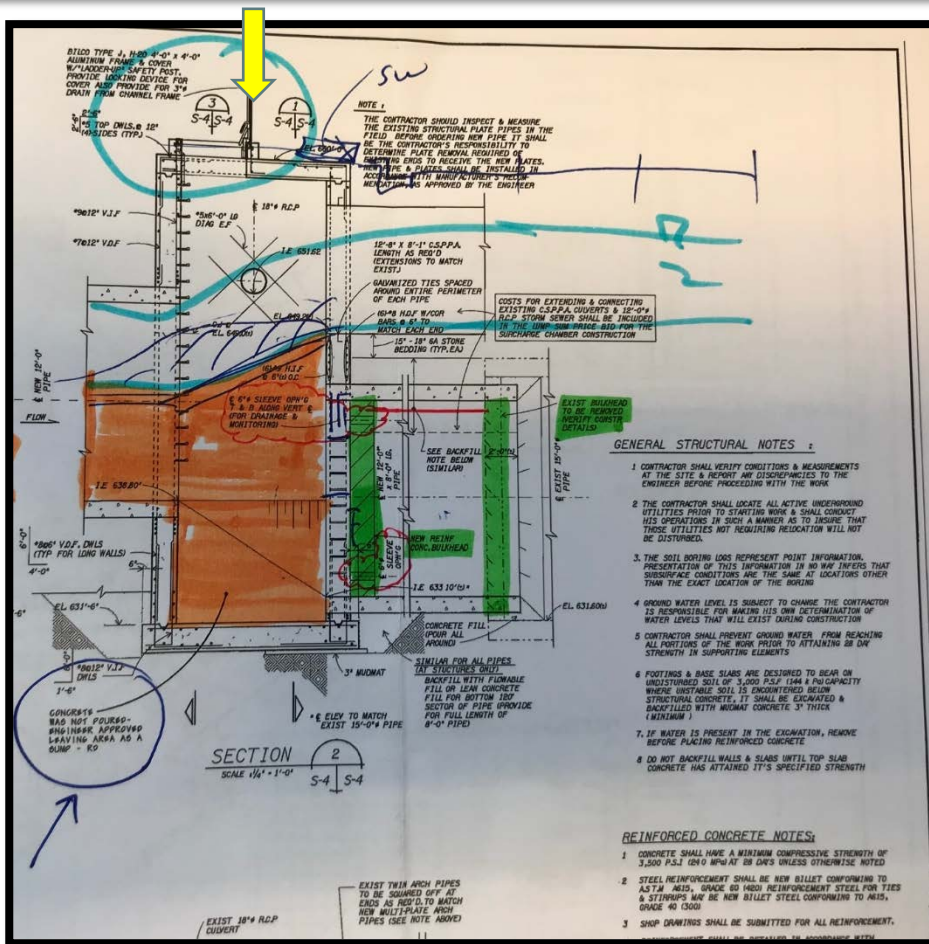
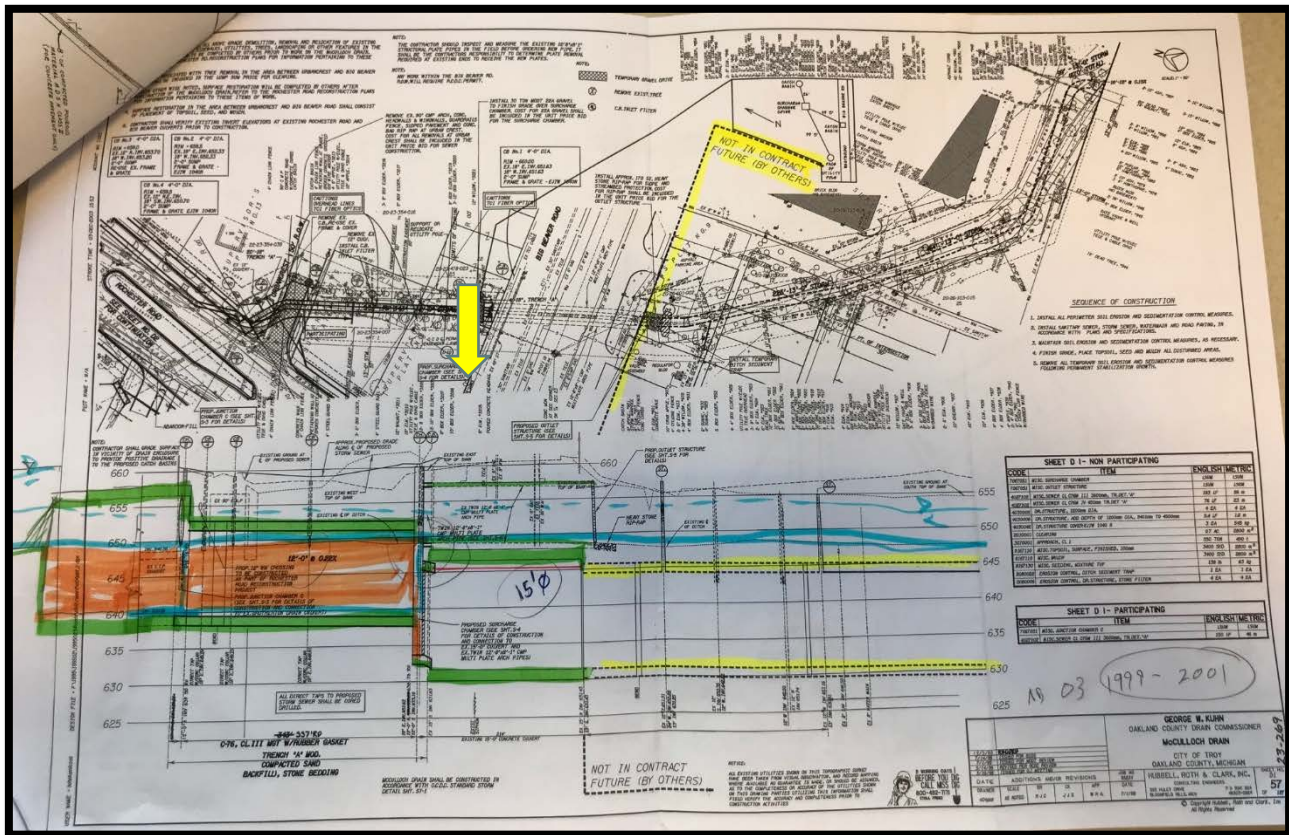
By Email

Attachment – Sturgis Culvert Access

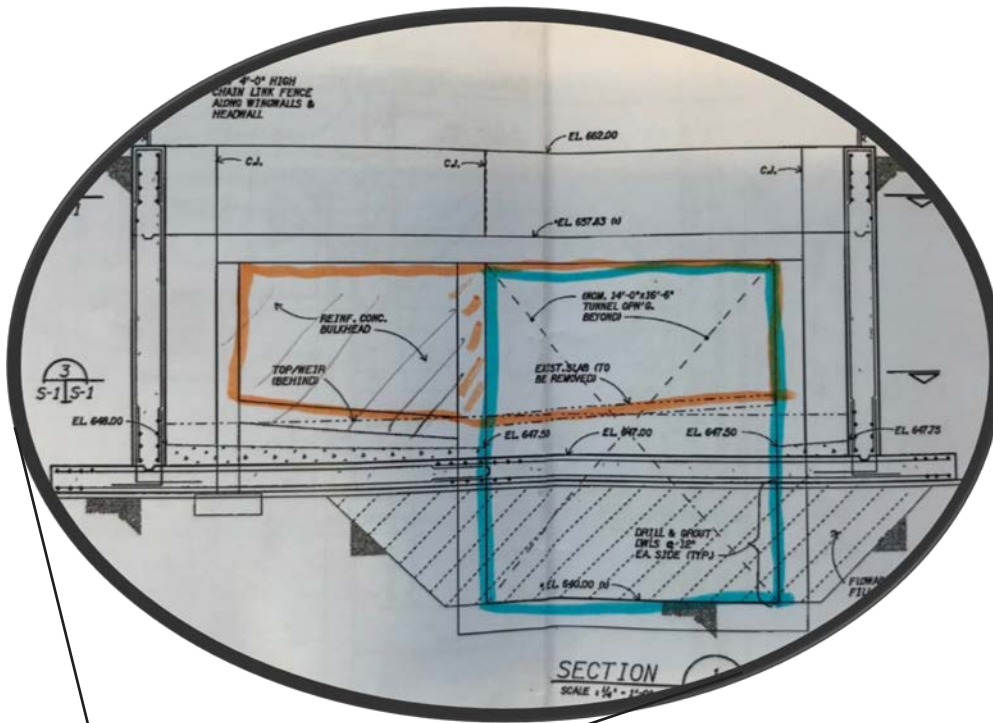
Sturgis Drain at Big Beaver Road and Rochester Road, Troy, Michigan



Sturgis Drain at Big Beaver Road and Rochester Road, Troy, Michigan



Upstream Sturgis Drain at Big Beaver Road and Rochester Road Troy, Michigan





2012 Orthophotography
DRAIN QUARTER GRID(S)
3 QUARTER SHEET(S)
TRT088, TRT091, TRT102

BROTHERTON/McCULLOCH/STURGIS DRAINS

Chapter 20 Drainage Board Meeting
Regular Meeting
Tuesday, February 25, 2020

9. Lanni Drain

AGENDA

DRAINAGE BOARD FOR THE LANNI DRAIN

February 25, 2020

1. Call meeting to order
2. Approve minutes of meeting of September 27, 2016
3. Public Comments
4. Present Request for Reimbursement of the Drain Revolving Fund in the amount of \$157.28
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

FROM: Shawn Phelps, Chief of Fiscal Services
Drain Accounting



DATE: February 25, 2020

SUBJECT: Request for Reimbursement of Drain Revolving Fund

The following is a detail of Maintenance charges paid from the Drain Revolving Fund
for the period ending February 14, 2020.

<u>Date</u>	<u>Ref No.</u>	<u>Paid To</u>	<u>For</u>	<u>Amount</u>
02/30/20	V # 1412684	East Jordan USA Inc	Invoice # 110190110353 - Materials and Supplies	\$ 157.28
			Total	<u>\$ 157.28</u>

Chapter 20 Drainage Board Meeting

Regular Meeting

Tuesday, February 25, 2020

10. Six Points Drain

AGENDA

DRAINAGE BOARD FOR THE SIX POINTS DRAIN

February 25, 2020

1. Call meeting to order
2. Approve minutes of meeting of February 22, 2011
3. Public Comments
4. Present Request for Reimbursement of the Drain Revolving Fund in the amount of \$334.14
5. Other business
6. Approve pro-rata payment to Drainage Board Members
7. Adjourn

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the SIX POINTS DRAIN

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting



DATE: February 25, 2020

SUBJECT: Request for Reimbursement of the Drain Revolving Fund

The following is a detail of Maintenance charges paid from the Drain Revolving Fund
for the period ending February 14, 2020.

Date	Ref No.	Paid To	For	Amount
2/3/2020	V # 1412684	East Jordan USA	Invoice # 110190110353 - Materials and Supplies	\$ 334.14
			Total	<u>\$ 334.14</u>

Chapter 20 Drainage Board Meeting

Regular Meeting

Tuesday, February 25, 2020

11. Claude H. Stevens
Drain

AGENDA

DRAINAGE BOARD FOR THE CLAUDE H. STEVENS DRAIN

February 25, 2020

1. Call meeting to order
2. Approve minutes of meeting of June 26, 2018
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$41,155
5. Present Request for Reimbursement of the Drain Revolving Fund in the amount of \$3,539.59
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Claude H Stevens Drain

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

Last Assessment: \$22,870
Date last assessment approved: 02/28/17

Current Available Cash: (\$15,655)

Expenditure History:	Fiscal Year	Amount
	2013	\$6,485
	2014	\$2,539
	2015	\$1,774
	2016	\$9,149
	2017	\$1,462
	2018	\$12,756
	2019	\$15,096
	2020 YTD	\$1,537

Estimated Expenditures:	Year	Amount
	2020	\$8,500
	2021	\$8,500
	2022	\$8,500
	Total	\$25,500

Recommended Assessment:

Current Cash Deficit	\$15,655
Total Anticipated Expenses 2020 - 2022	\$25,500
Proposed Project Expenses	\$0

TOTAL RECOMMENDED ASSESSMENT \$41,155

Prepared by: Michael R. McMahon Date: 2/25/20
Michael R. McMahon, P.E. - Chief Engineer

Approved by: Steven A. Korth Date: 2/25/20
Steven A. Korth, P.E. - Manager

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

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE CLAUDE H STEVENS DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
Township of Bloomfield	77.948%	\$ 32,079.50	\$ 32,079.50	-	-
State of Michigan	2.951%	\$ 1,214.48	\$ 1,214.48	-	-
County of Oakland	19.101%	\$ 7,861.02	\$ 7,861.02	-	-
<hr/>					
Total	100.000%	\$ 41,155.00	\$ 41,155.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 12/20/71.

Assessment Payment Due Date(s): Payment #1 3/31/2020

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

Jim Nash
Chairman of the Drainage Board for the Claude H Stevens Drain

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

Jim Nash
Chairman of the Drainage Board for the Claude H Stevens Drain

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting



DATE: February 25, 2020

SUBJECT: Request for Reimbursement of Drain Revolving Fund

The following is a detail of Maintenance charges paid from the Drain Revolving Fund for the period ending February 14, 2020.

Date	Ref No.	Paid To	For	Amount
10/12/19	V # 1394498	Oakland Heights Development	Invoice # 4243-000014711 - Sludge Removal	\$504.30
09/25/19	V # 1388087	United Resource LLC	Invoice # 19-3062 - Contracted Services	\$2,200.25
08/12/19	V # 1375828	United Resource LLC	Invoice # 19-3057 - Contracted Services	\$835.04
Total				<u><u>\$3,539.59</u></u>

Chapter 20 Drainage Board Meeting
Regular Meeting
Tuesday, February 25, 2020

12. Devonshire Drain

AGENDA

DRAINAGE BOARD FOR THE DEVONSHIRE DRAIN

February 25, 2020

1. Call meeting to order
2. Approve minutes of meeting of February 24, 2015
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$7,500
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

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

Last Assessment: \$21,182
Date last assessment approved: 04/20/10

Current Available Cash: \$239

Expenditure History:	Fiscal Year	Amount
	2013	\$759
	2014	\$708
	2015	\$1,981
	2016	\$836
	2017	\$768
	2018	\$2,744
	2019	\$2,208

Estimated Expenditures:	Year	Amount
	2020	\$2,100
	2021	\$2,100
	2022	\$2,100
	Total	\$6,300

Recommended Assessment:

Current Cash Deficit	\$0
Total Anticipated Expenses 2020 - 2022	\$6,300
Proposed Project Expenses	\$1,200

TOTAL RECOMMENDED ASSESSMENT	\$7,500
-------------------------------------	----------------

Prepared by: _____ Date: _____
Michael R. McMahon, P.E. - Chief Engineer

Approved by: _____ Date: _____
Steven A. Korth, P.E. - Manager

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

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE DEVONSHIRE DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
Township of Bloomfield	65.28106%	\$ 4,896.08	\$ 4,896.08	-	-
State of Michigan	22.95000%	\$ 1,721.25	\$ 1,721.25	-	-
County of Oakland	11.76894%	\$ 882.67	\$ 882.67	-	-
Total	100.000%	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 04/01/65.

Assessment Payment Due Date(s): Payment #1 3/31/2020

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

Jim Nash
Chairman of the Drainage Board for the Devonshire Drain

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

Jim Nash
Chairman of the Drainage Board for the Devonshire Drain

Chapter 20 Drainage Board Meeting
Regular Meeting
Tuesday, February 25, 2020

13. Hamlin Drain

AGENDA

DRAINAGE BOARD FOR THE HAMLIN DRAIN

February 25, 2020

1. Call meeting to order
2. Approve minutes of meeting of February 28, 2017
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$24,101
5. Present Request for Reimbursement of the Drain Revolving Fund in the amount of \$169.98
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

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

Last Assessment: \$8,480
Date last assessment approved: 02/28/17

Current Available Cash: (\$601)

Expenditure History:	Fiscal Year	Amount
	2013	\$1,132
	2014	\$736
	2015	\$1,730
	2016	\$830
	2017	\$768
	2018	\$2,430
	2019	\$2,272
	2020 YTD	\$3,224
Estimated Expenditures:	Year	Amount
	2020	\$3,100
	2021	\$3,100
	2022	\$3,100
	Total	\$9,300

Recommended Assessment:

Current Cash Deficit	\$601
Total Anticipated Expenses 2020 - 2022	\$9,300
Proposed Special Maintenance Project Expense	\$14,200

TOTAL RECOMMENDED ASSESSMENT \$24,101

Prepared by: Michael R. McMahon Date: 2/25/20
Michael R. McMahon, P.E. - Chief Engineer

Approved by: Steven A. Korth Date: 2/25/20
Steven A. Korth, P.E. - Manager

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

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE HAMLIN DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
Township of Bloomfield	28.56828%	\$ 6,885.24	\$ 6,885.24	-	-
City of Pontiac	57.05391%	\$ 13,750.56	\$ 13,750.56	-	-
State of Michigan	3.64996%	\$ 879.68	\$ 879.68	-	-
County of Oakland	10.72785%	\$ 2,585.52	\$ 2,585.52	-	-
<hr/>					
Total	100.000%	\$ 24,101.00	\$ 24,101.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 11/9/1966.

Assessment Payment Due Date(s): Payment #1 3/31/2020 Payment # 2 _____ Payment # 3 _____

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

Jim Nash
Chairman of the Drainage Board for the Hamlin Drain

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

Jim Nash
Chairman of the Drainage Board for the Hamlin Drain

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting



DATE: February 25, 2020

SUBJECT: Request for Reimbursement of Drain Revolving Fund

The following is a detail of charges paid from the Drain Revolving Fund
for the period ending February 14, 2020.

Date	Ref No.	Paid To	For	Amount
1/31/2020	Jan 2020 Pcard	GoPro.com	Pcard - Small Tools	\$ 169.98
				<u>\$ 169.98</u>

Chapter 20 Drainage Board Meeting
Regular Meeting
Tuesday, February 25, 2020

14. Hoot Drain

AGENDA

DRAINAGE BOARD FOR THE HOOT DRAIN

February 25, 2020

1. Call meeting to order
2. Approve minutes of meeting of August 28, 2018
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$5,100
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

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

Last Assessment: \$8,112

Date last assessment approved: 08/28/18

Current Available Cash: \$568

Expenditure History:	Fiscal Year	Amount
	2013	\$1,327
	2014	\$725
	2015	\$1,137
	2016	\$871
	2017	\$774
	2018	\$1,970
	2019	\$1,748

Estimated Expenditures:	Year	Amount
	2020	\$1,700
	2021	\$1,700
	2022	\$1,700
	Total	\$5,100

Recommended Assessment:

Current Cash Deficit	\$0
Total Anticipated Expenses 2020 - 2022	\$5,100
Proposed Project Expenses	\$0

TOTAL RECOMMENDED ASSESSMENT **\$5,100**

Prepared by: Michael R. McMahon Date: 2/25/20
Michael R. McMahon, P.E. - Chief Engineer

Approved by: Steven A. Korth Date: 2/25/20
Steven A. Korth, P.E. - Manager

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

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE HOOT DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
City of Rochester Hills	81.640%	\$ 4,163.64	\$ 4,163.64	-	-
County of Oakland	18.360%	\$ 936.36	\$ 936.36	-	-
Total	100.000%	\$ 5,100.00	\$ 5,100.00	\$ -	\$ -

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

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

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

Jim Nash
Chairman of the Drainage Board for the Hoot Drain

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

Jim Nash
Chairman of the Drainage Board for the Hoot Drain

Chapter 20 Drainage Board Meeting
Regular Meeting
Tuesday, February 25, 2020

15. Murphy Drain

AGENDA

DRAINAGE BOARD FOR THE MURPHY DRAIN

February 25, 2020

1. Call meeting to order
2. Approve minutes of meeting of February 28, 2017
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$8,588
5. Present Request for Reimbursement of the Drain Revolving Fund in the amount of \$169.98
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

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

Last Assessment: \$4,292
Date last assessment approved: 02/28/17

Current Available Cash: (\$388)

Expenditure History:	Fiscal Year	Amount
	2013	\$699
	2014	\$708
	2015	\$1,456
	2016	\$890
	2017	\$1,744
	2018	\$1,466
	2019	\$2,004

Estimated Expenditures:	Year	Amount
	2020	\$1,900
	2021	\$1,900
	2022	\$1,900
	Total	\$5,700

Recommended Assessment:

Current Cash Deficit	\$388
Total Anticipated Expenses 2020 - 2022	\$5,700
Proposed Special Maintenance Project Expense:	\$2,500

TOTAL RECOMMENDED ASSESSMENT \$8,588

Prepared by: Michael R. McMahon Date: 2/25/20
Michael R. McMahon, P.E. - Chief Engineer

Approved by: Steven A. Korth Date: 2/25/20
Steven A. Korth, P.E. - Manager

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

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE MURPHY DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
City of Pontiac	41.943%	\$ 3,602.06	\$ 3,602.06	\$ -	\$ -
County of Oakland	7.590%	\$ 651.83	\$ 651.83	\$ -	\$ -
Township of Bloomfield	50.467%	\$ 4,334.11	\$ 4,334.11	\$ -	\$ -
Total	100.000%	\$ 8,588.00	\$ 8,588.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 8/10/1966.

Assessment Payment Due Date(s): Payment #1 3/31/2020 Payment # 2 _____ Payment # 3 _____

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

Jim Nash
Chairman of the Drainage Board for the Murphy Drain

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

Jim Nash
Chairman of the Drainage Board for the Murphy Drain

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting



DATE: February 25, 2020

SUBJECT: Request for Reimbursement of Drain Revolving Fund

The following is a detail of charges paid from the Drain Revolving Fund
for the period ending February 14, 2020.

Date	Ref No.	Paid To	For	Amount
1/31/2020	Jan 2020 Pcard	Go Pro.com	Pcard - Small Tools	\$ 169.98
			Total	\$ 169.98

Chapter 20 Drainage Board Meeting

Regular Meeting

Tuesday, February 25, 2020

16. Robert A. Reid
Drain

AGENDA

DRAINAGE BOARD FOR THE ROBERT A. REID DRAIN

February 25, 2020

1. Call meeting to order
2. Approve minutes of meeting of February 28, 2017
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$41,926
5. Present Request for Reimbursement of the Drain Revolving Fund in the amount of \$409.60
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Robert A Reid Drain

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

Last Assessment: \$12,000
Date last assessment approved: 02/28/17

Current Available Cash: (\$9,726)

Expenditure History:	<u>Fiscal Year</u>	<u>Amount</u>
	2013	\$1,211
	2014	\$5,395
	2015	\$1,935
	2016	\$84
	2017	\$10,198
	2018	\$11,898
	2019	\$1,744
	2020 YTD	\$4,203

Estimated Expenditures:	<u>Year</u>	<u>Amount</u>
	2020	\$6,300
	2021	\$6,300
	2022	\$6,300
	Total	\$18,900

Recommended Assessment:

Current Cash Deficit	\$9,726
Total Anticipated Expenses 2020 - 2022	\$18,900
Proposed Special Maintenance Project Expense	\$13,300

TOTAL RECOMMENDED ASSESSMENT **\$41,926**

Prepared by: Michael R. McMahon Date: 2/25/20
Michael R. McMahon, P.E. - Chief Engineer

Approved by: Steven A. Korth Date: 2/25/20
Steven A. Korth, P.E. - Manager

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

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE ROBERT A REID DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
Township of Bloomfield	62.480%	\$ 26,195.36	\$ 26,195.36	-	-
County of Oakland	37.520%	\$ 15,730.64	\$ 15,730.64	-	-
Total	100.000%	\$ 41,926.00	\$ 41,926.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 12/17/1996.

Assessment Payment Due Date(s): Payment #1 3/31/2020

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

Jim Nash
Chairman of the Drainage Board for the Robert A Reid Drain

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

Jim Nash
Chairman of the Drainage Board for the Robert A Reid Drain

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the ROBERT A. REID DRAIN

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

Sj Phelps

DATE: February 25, 2020

SUBJECT: Request for Reimbursement of Drain Revolving Fund

The following is a detail of charges paid from the Drain Revolving Fund
for the period ending February 14, 2020.

Date	Ref No.	Paid To	For	Amount
4/30/2018	Apr 2018 Pcard	The Home Depot	Pcard - Material and Supplies	\$ 15.16
4/16/2018	V # 1255122	East Jordan	Invoice # 110180020173 - Materials and Supplies	394.44
			Total	<u>\$ 409.60</u>

Chapter 20 Drainage Board Meeting

Regular Meeting

Tuesday, February 25, 2020

17. Sue Ann Douglas
Drain

AGENDA

DRAINAGE BOARD FOR THE SUE ANN DOUGLAS DRAIN

February 25, 2020

1. Call meeting to order
2. Approve minutes of meeting of September 25, 2018
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$6,700
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Sue Ann Douglas Drain**

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

Last Assessment: \$9,496
Date last assessment approved: 08/28/18

Current Available Cash: \$1,646

Expenditure History:	Fiscal Year	Amount
	2013	\$650
	2014	\$1,672
	2015	\$739
	2016	\$899
	2017	\$1,947
	2018	\$1,041
	2019	\$1,435

Estimated Expenditures:	Year	Amount
	2020	\$1,700
	2021	\$1,700
	2022	\$1,700
	Total	\$5,100

Recommended Assessment:

Current Cash Deficit	\$0
Total Anticipated Expenses 2020 - 2022	\$5,100
Proposed Special Maintenance Project Expense	\$1,600

TOTAL RECOMMENDED ASSESSMENT \$6,700

Prepared by: Michael R. McMahon Date: 2/25/20
Michael R. McMahon, P.E. - Chief Engineer

Approved by: Steven A. Korth Date: 2/25/20
Steven A. Korth, P.E. - Manager

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

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE SUE ANN DOUGLAS DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
City of Rochester Hills	100.00%	\$ 6,700.00	\$ 6,700.00	-	-
Total	100.000%	\$ 6,700.00	\$ 6,700.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 06/24/1997.

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

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

Jim Nash
Chairman of the Drainage Board for the Sue Ann Douglas Drain

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

Jim Nash
Chairman of the Drainage Board for the Sue Ann Douglas Drain

Chapter 20 Drainage Board Meeting
Regular Meeting
Tuesday, February 25, 2020

18. Varner Drain

AGENDA

DRAINAGE BOARD FOR THE VARNER DRAIN

February 25, 2020

1. Call meeting to order
2. Approve minutes of meeting of November 27, 2018
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$33,900
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Varner Relief Drain

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

Last Assessment: \$11,758
Date last assessment approved: 11/27/18

Current Available Cash: \$519

Expenditure History:	Fiscal Year	Amount
	2013	\$4,756
	2014	\$2,083
	2015	\$1,488
	2016	\$3,172
	2017	\$2,750
	2018	\$1,977
	2019	\$8,559

Estimated Expenditures:	Year	Amount
	2020	\$3,900
	2021	\$3,900
	2022	\$3,900
	Total	\$11,700

Recommended Assessment:

Current Cash Deficit	\$0
Total Anticipated Expenses 2020 - 2022	\$11,700
Proposed Special Maintenance Project Expense	\$22,200

TOTAL RECOMMENDED ASSESSMENT \$33,900

Prepared by: Michael R. McMahon Date: 2/25/20
Michael R. McMahon, P.E. - Chief Engineer

Approved by: Steven A. Korth Date: 2/25/20
Steven A. Korth, P.E. - Manager

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

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE VARNER RELIEF DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
City of Rochester Hills	93.1000%	\$ 31,560.90	\$ 31,560.90	-	-
State of Michigan	3.9800%	\$ 1,349.22	\$ 1,349.22	-	-
County of Oakland	2.9200%	\$ 989.88	\$ 989.88	-	-
Total	100.000%	\$ 33,900.00	\$ 33,900.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 08/24/1993.

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

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

Jim Nash
Chairman of the Drainage Board for the Varner Relief Drain

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

Jim Nash
Chairman of the Drainage Board for the Varner Relief Drain

Chapter 20 Drainage Board Meeting
Regular Meeting
Tuesday, February 25, 2020

19. Wilmont Drain

AGENDA

DRAINAGE BOARD FOR THE WILMONT DRAIN

February 25, 2020

1. Call meeting to order
2. Approve minutes of meeting of May 22, 2018
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$638,579
5. Present Request for Reimbursement of the Drain Revolving Fund in the amount of \$40,719.36
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Wilmont Relief Drain

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

Last Assessment: \$41,314
Date last assessment approved: 08/19/14

Current Available Cash: (\$67,128)

Expenditure History:	Fiscal Year	Amount
	2013	\$10,780
	2014	\$5,476
	2015	\$5,416
	2016	\$2,767
	2017	\$3,866
	2018	\$60,326
	2019	\$13,930

Estimated Expenditures:	Year	Amount
	2020	\$8,400
	2021	\$8,400
	2022	\$8,400
	Total	\$25,200

Recommended Assessment:

Current Cash Deficit	\$67,128
Total Anticipated Expenses 2020 - 2022	\$25,200
Proposed Project Expenses *	\$546,251

TOTAL RECOMMENDED ASSESSMENT \$638,579

* Estimated Remaining Emergency Culvert and Headwall Repair Expenses

Prepared by: Michael R. McMahon Date: 2/25/20
Michael R. McMahon, P.E. - Chief Engineer

Approved by: SA Korth Date: 2/25/20
Steven A. Korth, P.E. - Manager

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

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE WILMONT RELIEF DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
Township of Waterford	27.5020%	\$ 175,622.00	\$ 175,622.00	-	-
State of Michigan	4.3478%	\$ 27,764.13	\$ 27,764.13	-	-
County of Oakland	68.1502%	\$ 435,192.87	\$ 435,192.87	-	-
<hr/>					
Total	100.000%	\$ 638,579.00	\$ 638,579.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 04/24/1970.

Assessment Payment Due Date(s): Payment #1 04/03/20

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

Jim Nash
Chairman of the Drainage Board for the Wilmont Relief Drain

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

Jim Nash
Chairman of the Drainage Board for the Wilmont Relief Drain

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

DATE: February 25, 2020

SUBJECT: Request for Reimbursement of Drain Revolving Fund

The following is a detail of charges paid from the Drain Revolving Fund
for the period ending February 14, 2020.

Date	Ref No.	Paid To		Amount
2/23/2017	JE #256275	Meadowbrook Insurance	2017 Insurance Allocation	\$ 68.15
12/31/2017	JE # 278713	Meadowbrook Insurance	FY 2018 GF Insurance Allocation	25.61
1/29/2018	JE # 279503	Meadowbrook Insurance	Invoice 133004 FY 2018 Insurance Allocation - GF	82.39
1/31/2018	V # 1239290	D'Angelo Brothers Inc	Invoice # 5060-WRCD - Contracted Services	6,834.95
12/18/2018	V # 1317721	Spalding DeDecker	Invoice # 00078122 - Contracted Services - 10/01/18 - 10/28/18	1,157.00
2/19/2019	V # 1332293	United Resource LLC	Invoice # 18-2839 - Contracted Services	177.75
4/30/2019	JE # 310380	Meadowbrook Insurance	2019 Insurance Allocation Inv999926	93.64
10/12/2019	V # 1394498	Oakland Heights	Invoice # 4243-000014711 - Contracted Services	89.60
Total				<u>\$ 8,529.09</u>
1/31/2018	V # 1239345	Spalding DeDecker	Invoice # 00075584 - Contracted Services - 11/27/17 - 12/31/17 - Proj # 1-2746	\$ 8,113.61
3/28/2018	V # 1250709	Spalding DeDecker	Invoice # 00075908 - Contracted Services - 01/01/18 - 01/28/18 - Proj # 1-2746	9,761.66
4/30/2018	V # 1258928	Spalding DeDecker	Invoice # 00076141 - Contracted Services - 01/29/18 - 02/25/18 - Proj # 1-2746	1,155.00
5/31/2018	V # 1268216	Spalding DeDecker	Invoice # 00076344 - Contracted Services - 02/26/18 - 04/01/18 - Proj # 1-2746	8,565.00
6/30/2018	V # 1276907	Spalding DeDecker	Invoice # 00076649 - Contracted Services - 04/02/18 - 04/29/18 - Proj # 1-2746	140.00
8/31/2018	V # 1292337	Spalding DeDecker	Invoice # 00077097 - Contracted Services - 05/28/18 - 07/01/18 - Proj # 1-2746	622.50
11/30/2018	V # 1314639	Spalding DeDecker	Invoice # 00077963 - Contracted Services - 08/27/18 - 09/30/18 - Proj # 1-2746	2,888.50
6/30/2019	V # 1367481	Spalding DeDecker	Invoice # 00079791 - Contracted Services - 04/01/19 - 04/28/19 - Proj #1-2746	324.00
10/22/2019	V # 1395981	Spalding DeDecker	Invoice # 00080867 - Contracted Services - 07/29/19 - 08/25/19 - Proj #1-2746	620.00
Project 1-2746 Subtotal				<u>\$ 32,190.27</u>
Total				<u>\$ 40,719.36</u>