

NOTICE OF MEETINGS

DRAINAGE BOARD FOR THE FOLLOWING DRAINS:

1. Helaine Zack Drain
2. Acacia Park CSO Drain
3. Birmingham CSO Drain
4. Bloomfield Village CSO Drain
5. Clinton River Water Resource Recovery Facility
6. George W. Kuhn Drain
7. Hamilton Relief Drain
8. Edwards Relief Drain

NOTICE IS HEREBY GIVEN THAT MEETINGS OF THE DRAINAGE BOARD FOR THE ABOVE-MENTIONED DRAINS WILL COMMENCE AT **2:00 P.M., ON TUESDAY, September 22, 2020** VIA GOTOMEETING. THOSE THAT WISH TO PARTICIPATE MAY FOLLOW THE INSTRUCTIONS ATTACHED TO THIS NOTICE.

THIS BOARD MEETING IS BEING CONDUCTED ELECTRONICALLY UNDER THE GOVERNOR'S EXECUTIVE ORDERS DUE TO THE COVID-19 PANDEMIC.

DURING THE ELECTRONIC MEETING, THERE WILL BE AN AGENDA ITEM FOR PUBLIC COMMENT, DURING WHICH THE PUBLIC MAY PROVIDE INPUT OR ASK QUESTIONS OF THE BOARD. IN THE EVENT A MEMBER OF THE PUBLIC WOULD LIKE TO SUBMIT THEIR INPUT OR QUESTIONS TO BE READ AT THE MEETING BY THE BOARD CHAIRPERSON, PLEASE PROVIDE THE INPUT OR QUESTIONS IN WRITING TO MEGAN KOSS AT KOSSM@OAKGOV.COM.

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

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

Posted by: September 18, 2020

September Chapter 20 meeting
Tue, Sep 22, 2020 2:00 PM - 4:00 PM (EDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/393983525>

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Chapter 20 Drainage Board Meeting
Regular Meeting – Tuesday September 22, 2020

1. Helaine Zack Drain

AGENDA

MEETING OF THE DRAINAGE BOARD FOR THE HELAINÉ ZACK DRAIN

September 22, 2020

1. Call meeting to order
2. Approve minutes of meeting of December 17, 2019
3. Offer and file proofs of publication and of mailing of notice of hearing on necessity
4. Open the hearing on necessity
5. Ask for any written objections
6. Ask for comments or objections from those present
7. Close the hearing
8. Adopt resolution approving petition and drain project and directing issuance of Final Order of Determination
9. Chairperson executes Final Order of Determination and presents it to Board
10. Adopt resolution to accept and file Final Order of Determination
11. Offer and file proofs of publication and of mailing of notice of hearing on apportionment
12. Open hearing on apportionment
13. Ask for any written objections
14. Ask for comments or objections from those present
15. Close the hearing
16. Adopt resolution confirming apportionment and directing the Chairperson to issue a Final Order of Apportionment
17. Chairperson executes Final Order of Apportionment and presents it to Board
18. Adopt resolution to accept and file Final Order of Apportionment
19. Present trial balance
20. Other business
21. Adjourn

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

September 22, 2020

A meeting of the Drainage Board for the Helaine Zack Drain was held in Waterford, Michigan, on September 22, 2020.

PRESENT:

ABSENT:

The meeting was called to order by the Chairperson. The minutes of the December 17, 2019 meeting of this Board were presented. It was moved by _____ and seconded by _____ and unanimously adopted that the said minutes be approved as presented.

The Chairperson presented proofs of the publication and mailing of the notice of hearing. By unanimous consent the proofs of publication and mailing were placed on file with the Chairperson.

The Chairperson announced that this was the time and place for the meeting of this Board to hear any objections to the proposed drain project, to the petition therefor, and to the matter of assessing the cost of the project to the public corporation heretofore designated by this Board.

There were the following questions and objections:

There were the following written objections:

The Chairperson declared the hearing closed.

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

WHEREAS, a petition was filed with the Oakland County Water Resources Commissioner on September 23, 2019, under the provisions of Chapter 20 of Act 40, Public Acts of Michigan, 1956, as amended, by the City of Auburn Hills, Oakland County, Michigan, petitioning for the consolidation of an intracounty drain as set forth in the petition, consisting of adding a branch to the existing Maplehurst Drain and Drainage District, which proposed drain project is necessary for the public health; and

WHEREAS, the necessary proceedings have been taken in respect to the petition including the holding of a hearing for the purpose of receiving any objections to the proposed drain project, to the petition therefor and to the matter of assessing the cost to the public corporation named in the notice of said hearing.

THEREFORE, BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE HELAINE ZACK DRAIN, as follows:

1. That the petition is sufficient in all respects; that the drain project is practicable and should be constructed; that it has become necessary for the public health to construct the drain project; and that the following public corporation should be assessed for the cost thereof, to-wit:

City of Auburn Hills
County of Oakland – on account of drainage of county highways

2. That the Chairperson of this Board is hereby authorized and directed to issue on behalf of the Board its final order of determination in accordance with the determinations made in this resolution.

ADOPTED: Yeas –

Nays -

The Chairperson of the Drainage Board proceeded to execute the Final Order of Determination and after doing so, presented the same to the Drainage Board. The order was executed and dated on September 22, 2020.

It was moved by _____ and seconded by _____ that the Final Order of Determination, In Re Helaine Zack Drain, as this date executed and presented to this Drainage Board by the Chairperson, be and it hereby is confirmed, ratified and approved and ordered filed with the Chairperson on this date.

ADOPTED: Yeas -

Nays -

The Chairperson announced that this was the time and place set to hear any objections to the apportionment of the cost of the Helaine Zack Drain as tentatively adopted by this Drainage Board on December 17, 2019 and as set forth in the notice of this hearing. The Chairperson presented affidavits of the publication and mailing of the notice of this hearing.

The Chairperson inquired if any public corporation to be assessed or any taxpayer thereof desired to object to the tentative apportionment of the cost of the Helene Zack Drain as set

forth in the resolution of this Board adopted December 17, 2019 and in the notice of this hearing. There were the following objections or questions:

The Chairperson declared the hearing closed.

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

WHEREAS, the Drainage Board for the Helene Zack Drain, on December 17, 2019, tentatively established the apportionment of the cost of the Helaine Zack Drain, to be borne by the public corporation, as follows:

City of Auburn Hills	98.10%
County of Oakland,	
on account of drainage of county highways	<u>1.90%</u>
	100.00%

; and

WHEREAS, after due notice the Drainage Board met on September 22, 2020 to hear any objections to the apportionment; and

WHEREAS, the apportionment of the cost of the Helanie Zack Drain has been made by taking into consideration the benefits to accrue to the public corporation to be assessed and by taking into consideration the extent to which such public corporation contributes to the conditions which made the Helaine Zack Drain necessary; and

WHEREAS, this Drainage Board has given due and full consideration to all objections offered thereto; and

WHEREAS, the Helaine Zack Drain is necessary for the public health.

NOW, THEREFORE, BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE HELAINE ZACK DRAIN:

1. That the apportionment of cost as above set forth be and the same are fixed and confirmed.
2. That the Chairperson of this Drainage Board is authorized and directed to issue on behalf of the Board its Final Order of Apportionment setting forth the apportionment as herein fixed and confirmed.
3. That all former resolutions and orders of this Board, insofar as the same may be in conflict with the terms of this resolution, are rescinded.

ADOPTED: Yeas --

Nays --

The Chairperson proceeded to sign the Final Order of Apportionment as directed in the foregoing resolution, and he then presented the order to the Board. The order was dated September 22, 2020.

It was moved by _____ and seconded by _____ that the Final Order of Apportionment In Re Helaine Zack Drain, dated September 22, 2020, be approved and filed with the Chairperson.

ADOPTED: Yeas --

Nays --

There being no further business to come before the meeting, upon motion by _____, seconded by _____, and unanimously adopted, the meeting was adjourned.

Chairperson

Dated: September 22, 2020

STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of the minutes of a meeting of the Drainage Board for the Helaine Zack Drain, Oakland County, Michigan, held on September 22, 2020, and that the minutes are on file in the offices of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that notice of the meeting was given in accordance with the Open Meetings Act and the Governor's Executive Order No. 2020-154, as the same has been or may be amended, supplemented, extended or replaced from time to time.

Chairperson of the Drainage Board

**FIRST MEETING OF THE DRAINAGE BOARD
HELAINE ZACK DRAIN**

December 17, 2019

The first meeting of the Drainage Board for the hereinafter mentioned Oakland County, Michigan drain project was held at the office of the Oakland County Water Resources Commissioner, Waterford, Michigan at 2:00 p.m. on the 17th day of December, 2019.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

ABSENT: None

The Chairperson presented to the Drainage Board the petition referred to in the following resolution, attached to which petition was a certified copy of the resolution of the governing body of the public corporation signing the same, authorizing the execution of the petition. The Chairperson stated that the petition with the attached resolution was filed in his office on September 23, 2019. After examination and consideration of the petition, by unanimous consent, it was ordered filed with the Chairperson.

The following resolution was offered by Woodward and seconded by Zack:

BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE HEREINAFTER
MENTIONED OAKLAND COUNTY, MICHIGAN DRAIN PROJECT, as follows:

1. That this Drainage Board has considered the petition and attached resolution filed with the Oakland County Water Resources Commissioner on September 23, 2019, which petition is as follows:
2. That this Drainage Board determines that the storm water to be carried by the proposed drain project originates in the County of Oakland only; and that the drain project is necessary for the public health.
3. That this Drainage Board tentatively determines that the petition is sufficient; that the drain project proposed therein is practical; and that the following public corporations be assessed to pay the cost of the project to wit:

City of Auburn Hills

County of Oakland - on account of drainage of county highways

4. That the name "HELAINÉ ZACK DRAIN" is hereby given to the drain project and the name "HELAINÉ ZACK DRAIN DRAINAGE DISTRICT" is hereby given to the drainage district therefor.

5. That this Drainage District shall meet on the 25th day of February, 2020, at 2:00 p.m., Eastern Time, at the Office of the Oakland County Water Resources Commissioner, Waterford, Michigan, for the purpose of hearing any objections to the aforementioned drain project, to the petition therefor, and to the matter of assessing the cost of the drain project to the public corporations above named.

6. That the notice of said meeting shall be prepared which notice shall contain the information required by the Drain Code and shall be published twice in the Oakland Press, a newspaper published in the County of Oakland, State of Michigan, the first publication to be not less than twenty (20) days prior to the time of the hearing.

7. That said notice shall be sent by registered or certified mail to the Clerk of the City of Auburn Hills, the County Clerk of the County of Oakland and the County Road Commission of the County of Oakland, which mailing shall be made not less than twenty (20) days prior to the time of the hearing.

ADOPTED: Yeas - 2
Nays - 0
Abstain - 1

It was moved by Woodward, supported by Zack, that Dickinson Wright PLLC, Troy, Michigan, be appointed to act as bond counsel in connection with the proposed drain project.

ADOPTED: Yeas - 3
Nays - 0

The Chairperson presented plans and specifications for the Helaine Zack Drain previously prepared by registered professional engineers and on file with the Oakland County Water Resources Commissioner. It was moved by Woodward, supported by Zack, to receive and file the previously submitted plans and specifications.

ADOPTED: Yeas - 3
Nays - 0

The Chairperson presented a route and course description of the Helaine Zack Drain. It was moved by Zack, supported by Woodward, that the route and course (as attached) be approved as presented.

ADOPTED: Yeas - 3
Nays - 0

The Chairperson presented a description of the area to be served by the drain project. It was moved by Zack, supported by Woodward, that the description of the area to be served by the drain project (as attached) be approved as presented.

ADOPTED: Yeas - 3
Nays - 0

The Chairperson presented an estimate of the cost of the drain project, which estimate is in the aggregate amount of \$-0-, the cost of the branch being added having been previously paid for when improvements were constructed in 2000 to the existing Maplehurst Drain. It was moved by Woodward, supported by Zack, that the estimate of cost of the drain project, in the amount of \$-0-, be and the same hereby is adopted, approved and accepted.

ADOPTED: Yeas - 3
Nays - 0

A tentative apportionment of costs was presented to the Board.

BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE HELAINE ZACK DRAIN, as follows:

1. That this Board hereby tentatively establishes that the cost of the Helaine Zack Drain (if any) shall be apportioned against public corporations, as follows:

City of Auburn Hills 98.10%

County of Oakland,

on account of drainage of county highways 1.90%

2. That this Drainage Board shall meet on the 25th day of February, 2020, at 2:05 p.m., Eastern Time, at the Office of the Oakland County Water Resources Commissioner, One Public Works Drive, Waterford, Michigan, for the purpose of hearing any objections to said apportionment.

3. That the notice of such hearing shall contain the information required by the Drain Code.

4. That said notice shall be published twice in The Oakland Press, a newspaper published in the County of Oakland, the first publication to be not less than twenty (20) days prior to the time of said hearing.

5. That said notice shall be sent by registered or certified mail to the Clerk of the City of Auburn Hills, the County Clerk of the County of Oakland and the County Road Commission of the County of Oakland, which mailing shall be not less than twenty (20) days prior to the time of said hearing.

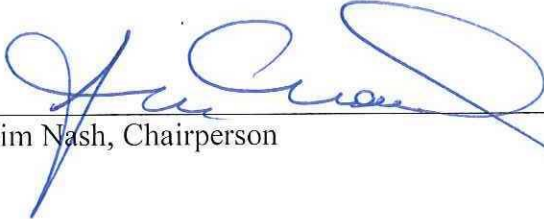
6. That all resolutions or parts of resolutions in conflict herewith are hereby rescinded.

ADOPTED: Yeas - 3
Nays - 0

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

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

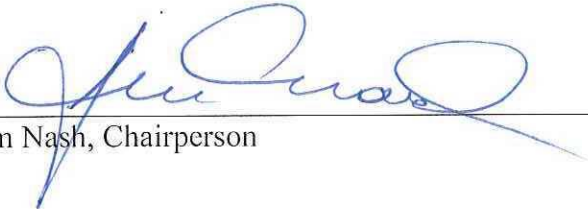


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of the minutes of a meeting of the Drainage Board for the Helaine Zack Drain, Oakland County, Michigan, held on December 17, 2019, and that the minutes are on file in the offices of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that notice of the meeting was given in accordance with the Open Meetings Act, including posting at least 18 hours before the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Helaine Zack Drain Drainage District.



Jim Nash, Chairperson

Dated: January 2nd, 2020



MICHIGAN GROUP

AFFIDAVIT OF PUBLICATION

2125 Butterfield Dr, Suite 102N • Troy MI 48084

Oakland County Water Resources
One Public Works Drive

Waterford, MI 48328
Attention: JACKLYN THOMAS

STATE OF MICHIGAN,
COUNTY OF OAKLAND

The undersigned Noelle Klom y Jacklyn Thomas, being duly sworn the he/she is the principal clerk of Oakland Press, theoaklandpress.com, theoaklandpress.com2, published in the English language for the dissemination of local or transmitted news and intelligence of a general character, which are duly qualified newspapers, and the annexed hereto is a copy of certain order, notice, publication or advertisement of:

Oakland County Water Resources

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Sworn to the subscribed before me this 28 August, 2020

Vicki Arsenault
Notary Public, State of Michigan
Acting in Oakland County

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**CITY OF AUBURN HILLS
COUNTY OF OAKLAND**

NOTICE OF HEARING

**RE: PETITION TO CONSOLIDATE BY ADDING
A BRANCH TO AN INTRA-COUNTY
DRAIN IN THE CITY OF AUBURN HILLS,
OAKLAND COUNTY, MICHIGAN.**

NOTICE IS HEREBY GIVEN, that pursuant to the provisions of Chapter 20 of Act 40 of the Public Acts of 1956, as amended, a petition was filed with the Water Resources Commissioner of Oakland County, Michigan, petitioning for the consolidation of an intra-county drain consisting of adding a branch to the Maplehurst Drain and Drainage District established in 1990 that serves the City of Auburn Hills.

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

City of Auburn Hills
County of Oakland-on account of drainage of county highways

NOTICE IS FURTHER GIVEN, that the Drainage Board will meet on the 22nd day of September, 2020, at 2:00 p.m., Eastern Daylight Time, for the purpose of hearing any objections to the drain project, to the petition therefor, and to the matter of assessing the cost thereof to the public corporations above named. This Board meeting is being conducted electronically via GoToMeeting pursuant to the Governor's Executive Order 2020-154. Those that wish to participate may do so by utilizing the following link <https://global.gotomeeting.com/join/393983525> or by dialing 1 (646) 749-3122, access code 393-983-525. This notice is given to and for the benefit of the said public corporations and all taxpayers thereof. At the hearing any of said public corporations to be assessed or any taxpayer thereof will be entitled to be heard. During the meeting, there will be an agenda item for public comment, during which the public may provide input or ask questions of the Board. In the event a member of the public would like to submit their input or questions to be read at the meeting by the Board Chairperson, please provide the input or questions in writing to Megan Koss at kossm@oakgov.com. Further, persons with disabilities that need assistance participating in the meeting should contact Megan Koss at kossm@oakgov.com no later than 24 hours before the meeting.

NOTICE IS FURTHER GIVEN, that after such hearing the Drainage Board shall make a determination as to the sufficiency of the petition, the practicability of the drain project, whether the drain project should be constructed, and if so, the public corporations to be assessed and shall issue an order known as the Final Order of Determination. Section 483 of Act 40 of the Public Acts of 1956, as amended, provides that the Final Order of Determination shall not be subject to attack in any court, except by proceedings in certiorari brought within 20 days after the order is filed in the Office of the Oakland County Water Resources Commissioner, the Chairperson of the Drainage Board for the Helaine Zack Drain, and that if no such proceeding shall be brought within said 20 day period the drain project shall not thereafter be questioned in any suit at law or in equity, either on jurisdictional or non-jurisdictional grounds.

This notice is given by order of the Drainage Board for the Helaine Zack Drain.


Jim Nash, Chairperson
Drainage Board for The Helaine Zack Drain
Oakland County Water Resources Commissioner

Dated: August 5, 2020

AFFIDAVIT OF MAILING NOTICE OF HEARING

RE: PETITION TO CONSOLIDATE BY ADDING A BRANCH TO AN INTRA-COUNTY DRAIN IN THE CITY OF AUBURN HILLS,
OAKLAND COUNTY, MICHIGAN

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

Megan Koss, of the office of the Oakland County Water Resources Commissioner, of the County and State aforesaid, being duly sworn, deposes and says that on August 6, 2020, by United States certified mail, return receipt requested, she mailed (at least 20 days before the hearing described) a copy of the attached Notice of Hearing Re: Petition to consolidate by adding a branch to an intra-county drain in the City of Auburn Hills, Oakland County, Michigan with respect to the hearing to be held on September 22, 2020, to the following persons:

Terri Kowal, Clerk
City of Auburn Hills
1827 N. Squirrel Road
Auburn Hills, MI 48326
Article No. 7015 1500 0000 7888 5124

me

Subscribed and sworn to before me
this 6th day of August, 2020

Bette J. Twyman

NOTARY PUBLIC, Oakland County, Michigan

BETTE J. TWYMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 30, 2024
ACTING IN COUNTY OF Oakland

AFFIDAVIT OF MAILING NOTICE OF HEARING

RE: PETITION TO CONSOLIDATE BY ADDING A BRANCH TO AN INTRA-COUNTY DRAIN IN THE CITY OF AUBURN HILLS,
OAKLAND COUNTY, MICHIGAN

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

Megan Koss, of the office of the Oakland County Water Resources Commissioner, of the County and State aforesaid, being duly sworn, deposes and says that on August 6, 2020, by United States certified mail, return receipt requested, she mailed (at least 20 days before the hearing described) a copy of the attached Notice of Hearing Re: Petition to consolidate by adding a branch to an intra-county drain in the City of Auburn Hills, Oakland County, Michigan with respect to the hearing to be held on September 22, 2020, to the following persons:

Lisa Brown, Oakland County Clerk/Register of Deeds
1200 N. Telegraph Road, Bldg. 12E
Pontiac, MI 48341
Article No. 7015 1520 0000 7888 5131



Subscribed and sworn to before me
this 6th day of August, 2020



NOTARY PUBLIC, Oakland County, Michigan

BETTE J. TWYMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 30, 2024
ACTING IN COUNTY OF

Oakland

FINAL ORDER OF DETERMINATION

IN RE

HELAINÉ ZACK DRAIN

WHEREAS, on the 23rd day of September 2019, pursuant to the provisions of Chapter 20 of Act 40, Public Acts of Michigan, 1956, as amended, a petition was filed with the Oakland County Water Resources Commissioner by the City of Auburn Hills, Oakland County, Michigan, petitioning for the following drain project as necessary for the public health, to-wit:

Consolidating the existing Maplehurst Drain and Drainage District established in 1990, by adding a branch consisting of the Maplehurst Drain and Drainage District previously established in 1950, in accordance with Act 318, Public Acts of Michigan, 1929 (now recodified under Chapter 4 of Act 40, Public Acts of Michigan, 1956, as amended), to be located in the City of Auburn Hills, Oakland County, Michigan.

WHEREAS, the necessary proceedings have been taken in respect to the petition, including the holding of a hearing for the purpose of receiving any objections to the proposed drain project, to the petition therefor and to the matter of assessing the cost to the public corporations designated by this Board;

THEREFORE, the Drainage Board for the Helaine Zack Drain issues this order making the following determinations in accordance with a resolution adopted by it on September 22, 2020, to-wit:

That the said petition is sufficient in all respects; that the drain project is practicable and should be constructed; that it has become necessary for the public health to construct the drain project; and that the following public corporations should be assessed for the cost thereof, to-wit:

City of Auburn Hills
County of Oakland, on account of drainage of
county highways

DRAINAGE BOARD FOR THE
HELAINÉ ZACK DRAIN

By: _____
Chairperson

Dated: September 22, 2020
Filed: September 22, 2020



MICHIGAN GROUP


AFFIDAVIT OF PUBLICATION

2125 Butterfield Dr, Suite 102N • Troy MI 48084

**Oakland County Water Resources
One Public Works Drive**

**Waterford, MI 48328
Attention: Megan Koss**

**STATE OF MICHIGAN,
COUNTY OF OAKLAND**

The undersigned Noelle Klomp , being duly sworn the he/she is the principal clerk of Oakland Press, theoaklandpress.com, theoaklandpress.com2, published in the English language for the dissemination of local or transmitted news and intelligence of a general character, which are duly qualified newspapers, and the annexed hereto is a copy of certain order, notice, publication or advertisement of:

Oakland County Water Resources

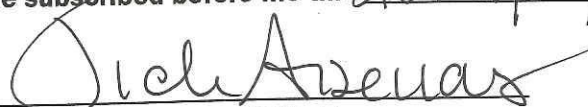
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Sworn to the subscribed before me this

28 August, 2020


**Notary Public, State of Michigan
Acting in Oakland County**

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**COUNTY OF OAKLAND
CITY OF AUBURN HILLS
HELAINÉ ZACK DRAIN**

**NOTICE OF MEETING TO HEAR OBJECTIONS
TO APPORTIONMENT OF COST OF ABOVE
INTRA-COUNTY DRAIN PROJECT**

NOTICE IS HEREBY GIVEN, that the cost of the Helaine Zack Drain which consists of consolidating the existing Maplehurst Drain and Drainage District established in 1990 in accordance with the provisions of Chapter 20 of Act 40, Public Acts of Michigan, 1956, as amended, all as more fully set forth in the petition filed by the City of Auburn Hills with respect to the drain project, by adding a branch consisting of the Maplehurst Drain and Drainage District previously established in 1950, in accordance with Act 318, Public Acts of Michigan, 1929 (now recodified under Chapter 4 of Act 40, Public Acts of Michigan, 1956, as amended), has been tentatively apportioned as follows, to wit:

<u>Public Corporation</u>	<u>Tentative Percentage of Cost</u>
City of Auburn Hills	98.10%
County of Oakland, on account of drainage of county highways	1.90%

NOTICE IS FURTHER GIVEN, that the Drainage Board for the Helaine Zack Drain, will meet at 2:05 p.m., Eastern Daylight Time, on the 22nd day of September, 2020, for the purpose of hearing any objections to said apportionment. This Board meeting is being conducted electronically via GoToMeeting pursuant to the Governor's Executive Order 2020-154. Those that wish to participate may do so by utilizing the following link <https://global.gotomeeting.com/join/393983525> or by dialing 1 (646) 749-3122, access code 393-983-525. During the meeting, there will be an agenda item for public comment, during which the public may provide input or ask questions of the Board. In the event a member of the public would like to submit their input or questions to be read at the meeting by the Board Chairperson, please provide the input or questions in writing to Megan Koss at kossm@oakgov.com. Further, persons with disabilities that need assistance participating in the meeting should contact Megan Koss at kossm@oakgov.com no later than 24 hours before the meeting.

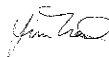
NOTICE IS FURTHER GIVEN, that the plans, specifications, route and course and estimate of cost of the Helaine Zack Drain and also a description of the area to be served thereby are on file in the office of the Oakland County Water Resources Commissioner, One Public Works Drive, Waterford, Michigan. The estimated cost of the drain project is \$0- (the cost of the branch being added having been previously paid for when improvements were constructed in 2000 to the existing Maplehurst Drain), but, in the event that any additional cost is incurred in connection with the drain project, the apportionment percentages as finally established by the Drainage Board shall apply to the actual cost of the drain project when finally completed.

NOTICE IS FURTHER GIVEN, that at said hearing the public corporations to be assessed (in the event of any cost), or any taxpayer thereof, will be entitled to be heard.

NOTICE IS FURTHER GIVEN, that after consideration of all objections to the apportionment the Drainage Board shall determine whether the apportionment fairly reflects the benefits to accrue to each public corporation and the extent to which each public corporation contributes to the conditions which make the drain project necessary. If the Drainage Board determines that the apportionment is equitable it will enter a Final Order of Apportionment confirming the apportionment. Section 483 of Act 40, Public Acts of Michigan, 1956, as amended, provides that the Final Order of Apportionment shall not be subject to attack in any court, except by proceedings in certiorari brought within 20 days after the order is filed in the office of the Oakland County Water Resources Commissioner, with the Chairperson of the Drainage Board for the Helaine Zack Drain, and that if no such proceedings shall be brought within said 20 day period the legality of the assessments for the drain shall not thereafter be questioned in any suit at law or in equity, either on jurisdictional or nonjurisdictional grounds.

NOTICE IS FURTHER GIVEN, that if the Drainage Board enters the Final Order of Apportionment a special assessment roll assessing the estimated cost of the drain project against said public corporations in accordance with the confirmed apportionment will be prepared and presented to the Drainage Board for approval.

This notice is given to and for the benefit of the aforesaid mentioned public corporations and all taxpayers thereof by order of the Drainage Board for the Helaine Zack Drain.



**Jim Nash
Chairperson of the Drainage Board for the
Helaine Zack Drain;
Oakland County Water Resources Commissioner**

Dated: August 5, 2020

AFFIDAVIT OF MAILING NOTICE OF HEARING

RE: NOTICE OF MEETING TO HEAR OBJECTIONS TO APPORTIONMENT OF
COST OF INTRA-COUNTY DRAIN PROJECT

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

Megan Koss, of the office of the Oakland County Water Resources Commissioner, of the County and State aforesaid, being duly sworn, deposes and says that on August 6, 2020, by United States certified mail, return receipt requested, she mailed (at least 20 days before the hearing described) a copy of the attached Notice of Meeting to hear objections to apportionment of cost of intra-county drain in the City of Auburn Hills, Oakland County, Michigan with respect to the meeting to be held on September 22, 2020, to the following persons:

Terri Kowal, Clerk
City of Auburn Hills
1827 N. Squirrel Road
Auburn Hills, MI 48326

Article No. 7015 1500 0000 7088 5124



Subscribed and sworn to before me
this 6th day of August, 2020



NOTARY PUBLIC, Oakland County, Michigan

BETTE J. TWYMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 30, 2024
ACTING IN COUNTY OF



AFFIDAVIT OF MAILING NOTICE OF HEARING

RE: NOTICE OF MEETING TO HEAR OBJECTIONS TO APPORTIONMENT OF
COST OF INTRA-COUNTY DRAIN PROJECT

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

Megan Koss, of the office of the Oakland County Water Resources Commissioner, of the County and State aforesaid, being duly sworn, deposes and says that on AUGUST 6, 2020, by United States certified mail, return receipt requested, she mailed (at least 20 days before the hearing described) a copy of the attached Notice of Meeting to hear objections to apportionment of cost of intra-county drain in the City of Auburn Hills, Oakland County, Michigan with respect to the meeting to be held on September 22, 2020, to the following persons:

Lisa Brown, Oakland County Clerk/Register of Deeds
1200 N. Telegraph Road, Bldg. 12E
Pontiac, MI 48341
Article No. 7015 1500 0000 7088 5131



Subscribed and sworn to before me
this 6th day of August, 2020


NOTARY PUBLIC, Oakland County, Michigan

BETTE J. TWYMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 30, 2024
ACTING IN COUNTY OF Oakland

FINAL ORDER OF APPORTIONMENT

IN RE

HELAINÉ ZACK DRAIN

In accordance with a resolution adopted by the Drainage Board for the Helaine Zack Drain on September 22, 2020, the apportionment of the cost of the Helaine Zack Drain to be borne by public corporations is as follows:

City of Auburn Hills	98.10%
County of Oakland,	
on account of drainage of county highways	<u>1.90%</u>
	100.00%

DRAINAGE BOARD FOR THE
HELAINÉ ZACK DRAIN

By _____
Chairperson

Dated: September 22, 2020
Filed: September 22, 2020

Run By: 27706

Run: 09/15/2020 at 08:01 PM

Scope: 84708 Maplehurst Drain Const

YTD Trial Balance

Fund: 84708 Maplehurst Drain Const

As of Fiscal Period: Month 12, 2020

ACCOUNT		Fiscal Year BEG BAL	Current FY Net Activity	ENDING BAL
100100	Cash - Operating	(22,336.51)	(616.47)	(22,952.98)
104100	Accrued Interest on Investment	(57.06)	33.29	(23.77)
211100	Due to Primary Government	(9,306.54)	(5,308.65)	(14,615.19)
228100	Deposits	(1,500.00)	0.00	(1,500.00)
	Revenues	0.00	426.14	426.14
	Expenditures	0.00	5,465.69	5,465.69
	Special Items- Uses	0.00	0.00	0.00
382100	FB Committed for Capital Proj	33,200.11	0.00	33,200.11
		0.00	0.00	(0.00)

2. Acacia Park CSO

AGENDA

DRAINAGE BOARD FOR THE ACACIA PARK CSO DRAIN

September 22, 2020

1. Call meeting to order
2. Approve minutes of meeting of August 25, 2020
3. Public Comments
4. Present request for reimbursement of the Evergreen Farmington Sewage Disposal System Fund in the amount of \$31,955.84
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

August 25, 2020

A meeting of the Drainage Board for the Acacia Park CSO Drain was held at 2:00 p.m. on the 25th of August, 2020. The meeting was conducted via GoToMeeting in accordance with the Governor's Executive Orders due to the ongoing COVID-19 pandemic. Commissioner Nash read a brief statement regarding the current health crisis and its impact on the Chapter 20 meetings, which can be found in its entirety under "Drainage District Policy".

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

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

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

Minutes of the meeting held July 28, 2020 were presented for consideration. It was moved by Zack, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2
 Nays - 0

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

A Memorandum from Brian Coburn, Chief Engineer, dated August 25, 2020, recommending the Board approve new charges to the Evergreen Farmington Sewage Disposal System was presented for consideration. It was moved by Zack, supported by Nash, to approve the new charges.

ADOPTED: Yeas - 2
 Nays - 0

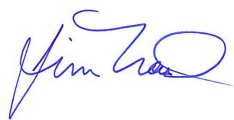
A request for reimbursement of the Evergreen Farmington Fund in the amount of \$31,995.84 (as attached) was presented. It was moved by Zack, supported by Nash, to reimburse the Evergreen Farmington Fund in the amount of \$31,995.84.

ADOPTED: Yeas - 2
 Nays - 0

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

ADOPTED: Yeas - 2
 Nays - 0

There being no further business, the meeting was adjourned.

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

Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

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

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



Jim Nash, Chairperson

Dated: September 8 , 2020

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

Sj Phelps

DATE: September 22, 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 September 15, 2020.

<u>Date</u>	<u>Ref No.</u>	<u>For</u>	<u>Amount</u>
08/31/20	JE# 340832	August 2020 Storm Water Flow Charges RTB Capacity Use (O & M Credit)	\$31,955.84
			<u>\$31,955.84</u>

3. Birmingham CSO

AGENDA

DRAINAGE BOARD FOR THE BIRMINGHAM CSO DRAIN

September 22, 2020

1. Call meeting to order
2. Approve minutes of meeting of August 25, 2020
3. Public Comments
4. Present request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$4,271.12
5. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$33,415.26
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

August 25, 2020

A meeting of the Drainage Board for the Birmingham CSO Drain was held at 2:00 p.m. on the 25th of August, 2020. The meeting was conducted via GoToMeeting in accordance with the Governor's Executive Orders due to the ongoing COVID-19 pandemic. Commissioner Nash read a brief statement regarding the current health crisis and its impact on the Chapter 20 meetings, which can be found in its entirety under "Drainage District Policy".

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

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

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

Minutes of the meeting held July 28, 2020 were presented for consideration. It was moved by Zack, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2
Nays - 0

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

A Memorandum from Brian Coburn, Chief Engineer, dated August 25, 2020, recommending the Board approve new charges to the Evergreen Farmington Sewage Disposal System was presented for consideration. It was moved by Zack, supported by Nash, to approve the new charges.

ADOPTED: Yeas - 2
Nays - 0

A request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$12,289.98 (as attached) was presented. It was moved by Zack, supported by Nash, that the invoices in the amount of \$12,289.98 be paid as presented.

ADOPTED: Yeas - 2
Nays - 0

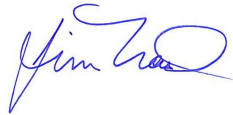
A request for reimbursement of the Evergreen Farmington Fund in the amount of \$33,415.26 (as attached) was presented. It was moved by Zack, supported by Nash, to reimburse the Evergreen Farmington Fund in the amount of \$33,415.26.

ADOPTED: Yeas - 2
Nays - 0

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

ADOPTED: Yeas - 2
Nays - 0

There being no further business, the meeting was adjourned.

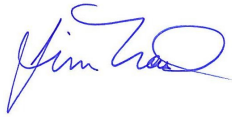


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

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

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



Jim Nash, Chairperson

Dated: September 8 , 2020

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting



DATE: September 22, 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 September 15, 2020

G/L Date	Ref No.	Paid To	For	Amount
	TBP	Hubbell Roth & Clark Inc	Invoice # 0181241 - Contracted Services - 7/25/20	\$ 4,271.12
			Total	<u>\$ 4,271.12</u>

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

Sj Phelps

DATE: September 22, 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 September 15, 2020.

<u>Date</u>	<u>Ref No.</u>	<u>For</u>	<u>Amount</u>
08/31/20	JE# 340832	August 2020 Storm Water Flow Charges RTB Capacity Use (O & M Credit)	\$33,415.26
			<u>\$33,415.26</u>

3. Bloomfield Village CSO

AGENDA

DRAINAGE BOARD FOR THE BLOOMFIELD VILLAGE CSO DRAIN

September 22, 2020

1. Call meeting to order
2. Approve minutes of meeting of August 25, 2020
3. Public Comments
4. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$42,173.67
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

August 25, 2020

A meeting of the Drainage Board for the Bloomfield Village CSO Drain was held at 2:00 p.m. on the 25th of August, 2020. The meeting was conducted via GoToMeeting in accordance with the Governor's Executive Orders due to the ongoing COVID-19 pandemic. Commissioner Nash read a brief statement regarding the current health crisis and its impact on the Chapter 20 meetings, which can be found in its entirety under "Drainage District Policy".

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

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

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

Minutes of the meeting held July 28, 2020 were presented for consideration. It was moved by Zack, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2
Nays - 0

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

A Memorandum from Brian Coburn, Chief Engineer, dated August 25, 2020, recommending the Board approve new charges to the Evergreen Farmington Sewage Disposal System was presented for consideration. It was moved by Zack, supported by Nash, to approve the new charges.

ADOPTED: Yeas - 2
Nays - 0

A request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$1,894.99 (as attached) was presented. It was moved by Zack, supported by Nash, that the invoices in the amount of \$1,894.99 be paid as presented.

ADOPTED: Yeas - 2
Nays - 0

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

ADOPTED: Yeas - 2
Nays - 0

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

ADOPTED: Yeas - 2
Nays - 0

There being no further business, the meeting was adjourned.

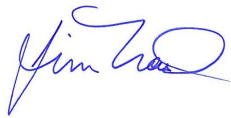


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

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

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



Jim Nash, Chairperson

Dated: September 8 , 2020

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

Sj Phelps

DATE: September 22, 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 September 15, 2020.

<u>Date</u>	<u>Ref No.</u>	<u>For</u>	<u>Amount</u>
08/31/20	JE# 340832	August 2020 Storm Water Flow Charges RTB Capacity Use (O & M Credit)	\$42,173.67
			<u>\$42,173.67</u>

5. Clinton River Water Resource Recovery Facility

AGENDA

DRAINAGE BOARD FOR THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY

September 22, 2020

1. Call meeting to order
2. Approve minutes of meeting of August 25, 2020
3. Public Comments
4. Present Memorandum recommending the Board direct Oakland County Fiscal Services to send an invoice to Bedrock Express LTD in the amount of \$25,401 and direct staff to take the appropriate legal steps to terminate the lease and remove Bedrock Express LTD from Lease Area A
5. Present Memorandum recommending the Board approve the additional allocation of \$108,000 in funds for the Drainage District Odor Study
6. Present Memorandum recommending the Board approve the additional allocation of \$62,000 in Capital Improvement funds for the Sodium Hypochlorite Line Replacement Construction
7. Present Engineering Work Order for CDM Smith in the amount of \$42,000
8. Present Construction Estimate No. 36 for Toolles Contracting Group LLC in the amount of \$93,000.22
9. Present request for Board approval of payment of invoices from the Construction Fund in the amount \$9,168.38
10. Present request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$340,603.89
11. Other business
12. Approve pro rata payment to Drainage Board members
13. Adjourn

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

August 25, 2020

A meeting of the Drainage Board for the Clinton River Water Resource Recovery Facility was held at 2:00 p.m. on the 25th of August, 2020. The meeting was conducted via GoToMeeting in accordance with the Governor's Executive Orders due to the ongoing COVID-19 pandemic. Commissioner Nash read a brief statement regarding the current health crisis and its impact on the Chapter 20 meetings, which can be found in its entirety under "Drainage District Policy".

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

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

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

Minutes of the meeting held July 28, 2020 were presented for consideration. It was moved by Zack, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2
Nays - 0

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

A Memorandum from Patricia Bruzek, Marketing and Communications Supervisor, dated August 25, 2020, recommending the Board approve the estimate of \$58,260 for the Drainage District's ribbon cutting ceremony videos was presented. It was moved by Zack, supported by Nash, to approve the estimate and funding as presented.

ADOPTED: Yeas - 2
Nays - 0

A Memorandum from Mary Koeger, P.E., Operations Engineer, dated August 25, 2020, recommending the Board approve the allocation of \$119,200 for the Drainage District PFAS Study Phase 1 was presented. It was moved by Zack, supported by Nash, to approve the allocation of \$119,200 for the study as presented.

ADOPTED: Yeas - 2
Nays - 0

Change Order No. 42 for Tooless Contracting Group LLC for a net increase in the amount of \$18,352.34 (as attached) was presented. It was moved by Zack, supported by Nash, to approve Change Order No. 42 for a net increase in the amount of \$18,352.34 as presented.

ADOPTED: Yeas - 2
Nays - 0

Change Order No. 43 for Tooles Contracting Group LLC for a net increase in the amount of \$15,517.50 (as attached) was presented. It was moved by Zack, supported by Nash, to approve Change Order No. 43 for a net increase in the amount of \$15,517.50 as presented.

ADOPTED: Yeas - 2
Nays - 0

Construction Estimate No. 35 for Tooles Contracting Group LLC in the amount of \$114,386.14 (as attached) was presented. It was moved by Zack, supported by Nash, to approve Construction Estimate No. 35 in the amount of \$114,386.14 as presented.

ADOPTED: Yeas - 2
Nays - 0

Construction Estimate No. 15 for Frank Rewold and Son, Inc. in the amount of \$33,701.47 and a transfer of \$28,964.94 from the Oakland County Treasurer (as attached) was presented. It was moved by Zack, supported by Nash, to approve Construction Estimate No. 15 in the amount of \$33,701.47 and a transfer of \$28,964.94 from the Oakland County Treasurer as presented.

ADOPTED: Yeas - 2
Nays - 0

A request for Board approval of payment of invoices from the Construction Fund in the amount of \$9,603.78 (as attached) was presented. It was moved by Zack, supported by Nash, that the invoices in the amount of \$9,603.78 be paid as presented.

ADOPTED: Yeas - 2
Nays - 0

A request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$257,921.64 (as attached) was presented. It was moved by Zack, supported by Nash, that the invoices in the amount of \$257,921.64 be paid as presented.

ADOPTED: Yeas - 2
Nays - 0

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

ADOPTED: Yeas - 2
Nays - 0

There being no further business, the meeting was adjourned.



Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

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

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



Jim Nash, Chairperson

Dated: September 8 , 2020

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

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

FROM: John Basch, WRC Senior Attorney

SUBJECT: Bedrock Express LTD. Lease Area A Failure to Restore Site to Comply
With Lease Terms

DATE: September 22, 2020

At its November 26, 2019 meeting, the Board concluded that Bedrock Express LTD. had not satisfied the terms of its lease to remove all material other than soil (debris) from the premises on Lease Area A and reduce the premises to a level grade (the remediation) as described in the attached lease.

Based on the representations of Bedrock's legal counsel, Eric Wilson, the Board granted a six-month extension to allow the lessee to meet the terms of the lease. Previously, Bedrock had been granted a six-month extension on December 26, 2018. However, because progress was being made in the mediation effort, on June 25, 2019, a 60-day extension was granted.

In addition to the most recent six-month extension, the Board also agreed to reduce the penalty by half from \$16,934 to \$8,467 and require that reduced amount and the past due interest amount of \$5,151 be paid by Dec. 1, 2019. Bedrock has paid that combined amount of \$13,618. The Board also agreed to continue through 2020 at the current monthly rental rate of \$2,352. However, the Board agreed that if the remediation was not completed by the July 1, 2020 deadline, the \$16,934 penalty would be doubled to \$33,868 with a credit of \$8,467 which was paid at the end of 2019.

However, although the current extension expired on July 1, 2020, no action was taken to enforce either the additional penalties or the remediation due to the onset of the coronavirus pandemic and the governor's executive order restricting non-essential activities such as Bedrock's remediation efforts. Mr. Wilson was granted a reasonable amount of time once the executive order was lifted to meet the terms of the lease. He was advised further that if the site were not reduced to a level grade and the debris removed, the matter would be referred back to this Board at its September meeting with a recommendation to impose additional penalties and/or terminate the lease for breaching its terms. An inspection of Lease Area A was performed on September 10, 2020 and shows that the area does not conform to the terms of the lease. Photos are attached.

Recommendation:

1. Direct Oakland County Fiscal Services to send an invoice to Bedrock Express LTD in the amount of \$25,401 as authorized by the Board on November 26, 2019 which represents the \$33,868 penalty minus a credit of \$8,467 i.e., the amount paid in December 2019.
2. Direct staff to take the appropriate legal steps to terminate the lease and remove Bedrock Express LTD. from the premises known as Lease Area A.

LEASE AGREEMENT

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

1. **Definitions.** Capitalized terms used herein shall have the meaning ascribed to them in this Agreement or in the Definition Rider attached hereto as **Exhibit “A”**.
2. **Premises.** Landlord leases to Tenant and Tenant leases from Landlord the Premises. Tenant accepts the Premises “AS IS”, without relying on any representation, covenant or warranty by Landlord other than as expressly set forth in this Lease.
3. **Use.** Tenant shall occupy and use the Premises only for storage and distribution of landscape materials (the “Use”). Tenant shall not (a) fill in or otherwise disturb any wetlands on the Premises, (b) permit any conduct or condition which may endanger, disturb, create a nuisance, or otherwise interfere with Landlord’s operation or management of the Property or the use or enjoyment of the remainder of the Property by other tenants and occupants, or (c) allow any noxious, annoying, or offensive odors (as reasonably determined by Landlord) to emanate from the Premises onto the remainder of the Property or any other properties within the vicinity of the Property.
4. **Term; Possession.** The “Initial Term” of this Lease shall be sixty (60) months, commencing on on and retroactive to January 1, 2018 (the “Commencement Date”) and ending on December 31, 2022 (the “Expiration Date”), unless sooner terminated in accordance with this Lease. The Initial Term, as it may be extended by the “Renewal Term” (as hereinafter defined) pursuant to Section 31 below, is herein referred to as the “Term”.
5. **Rent.** Tenant agrees to pay to Landlord, without demand, deduction or offset, minimum annual rent in accordance with the following rent schedule (“Minimum Annual Rent”) and Annual Expenses for the Term.

Period	Annual Minimum Rent	Monthly Minimum Rent
Commencement Date to December 31, 2018	\$ 11,289.60	\$ 940.80
January 1, 2019 to December 31, 2019	\$ 11,289.60	\$ 940.80
January 1, 2020 to December 31, 2020	\$ 11,289.60	\$ 940.80
January 1, 2021 to December 31, 2021	\$ 11,289.60	\$ 940.80
January 1, 2022 to December 31, 2022	\$ 11,289.60	\$ 940.80
January 1, 2023 to December 31, 2023 (if exercised)	\$ 28,224.00	\$ 2,352.00
January 1, 2024 to December 31, 2024 (if exercised)	\$ 28,788.48	\$ 2,399.04
January 1, 2025 to December 31, 2025 (if exercised)	\$ 29,364.25	\$ 2,447.02
January 1, 2026 to December 31, 2026 (if exercised)	\$ 29,951.53	\$ 2,495.96
January 1, 2027 to December 31, 2027 (if exercised)	\$ 30,550.57	\$ 2,545.88

Tenant shall pay the Monthly Minimum Rent, in advance, on the first day of each calendar month during the Term, at Landlord’s address designated in Section 26 below unless Landlord designates otherwise;

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

6. Annual Expenses. During the Term of this Lease, Tenant shall pay Annual Expenses, as reasonably estimated by Landlord for the calendar year in which the Term commences in equal monthly installments. Landlord may adjust such amount from time to time if the estimated Annual Expenses increase or decrease; Landlord may also invoice Tenant separately from time to time for any extraordinary or unanticipated expenses. By April 30th of each year (and as soon as practical after the expiration or termination of this Lease or, at Landlord's option, after a sale of the Premises), Landlord shall provide Tenant with a statement of the Annual Expenses for the preceding calendar year or part thereof. Within 30 days after delivery of the statement to Tenant, Landlord or Tenant shall pay to the other the amount of any overpayment or deficiency then due from one to the other or, at Landlord's option, Landlord may credit Tenant's account for any overpayment. If Tenant does not give Landlord notice within 30 days after receiving Landlord's statement that Tenant disagrees with the statement and specifying the items and amounts in dispute, Tenant shall be deemed to have waived the right to contest the statement. Landlord's and Tenant's obligation to pay any overpayment or deficiency due the other pursuant to this Section shall survive the expiration or termination of this Lease.

7. Utilities. Landlord makes no representation or warranty as to the availability of any utilities to the Premises. Tenant, at its cost, shall be solely responsible to arrange for any utility services required by Tenant to be brought to the Premises, and the location thereof shall be subject to the prior written consent of Landlord (which consent shall be in Landlord's sole discretion). Tenant shall pay for any water, sewer, gas, electricity, heat, power, telephone and other communication services and any and all other utilities supplied to the Premises. Tenant shall obtain service in its own name and timely pay all charges directly to the provider before the same bear interest or penalty. Landlord shall not be responsible or liable for the unavailability of any utility services or for any interruption in such services, nor shall such unavailability or interruption affect the continuation or validity of this Lease. Landlord shall have the exclusive right to select, and to change, the companies providing such services to the Premises. Any wiring, cabling or other equipment necessary to connect Tenant's telecommunications equipment shall be Tenant's responsibility, and shall be installed in a manner approved by Landlord.

8. Insurance; Waivers; Indemnification.

(a) Landlord, at Tenant's expense, may keep in effect such insurance as any Mortgagee of Landlord may require, and Tenant shall reimburse Landlord for the Insurance Expenses incurred by Landlord as part of the Annual Expenses in accordance with Section 6 above.

(b) Tenant, at its sole expense, shall keep in effect (and shall cause all of its sublessees and licensees to keep in effect) commercial general liability insurance, including blanket contractual liability insurance, covering the operation, maintenance, repair, replacement, occupancy and/or use of the Premises by Tenant, Landlord and their respective Agents, including, without limitation, the negligent acts or omissions of such parties, with such coverages and limits of liability as Landlord may reasonably require, but not less than a \$1,000,000 combined single limit with a \$5,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy) for bodily injury (including death) or property damage; however, such limits shall not limit Tenant's liability hereunder.

Tenant, at its sole expense, shall also keep in effect insurance for perils as set forth under the "Causes of Loss-Special Form" or equivalent property insurance policy in an amount equal to the full insurable replacement cost against loss or damage to any improvements on the Premises, Tenant's personal property, and any Alterations installed by or on behalf of Tenant. Tenant's policies shall name Landlord, and at Landlord's request, any Mortgagee(s), as named insureds (or loss payees, as the case may be), shall be written on an "occurrence" basis and not on a "claims made" basis and shall be endorsed to provide that they are primary to and not contributory to any policies carried by Landlord and to provide that they shall not be cancelable or reduced without at least 30 days prior notice to Landlord. The insurer shall be authorized to issue such insurance, licensed to do business and admitted in the state in which the Premises is located and rated at least A VII in the most current edition of *Best's Insurance Reports*. Tenant (and any sublessee or licensee) shall deliver to Landlord on or before the Commencement Date or any earlier date on which Tenant accesses the Premises, and at least 30 days prior to the date of each policy renewal, a certificate of insurance evidencing such coverage.

(c) Landlord and Tenant each waive, and release each other from and against, all claims for recovery against the other for any loss or damage to the property of such party arising out of fire or other casualty coverable by a standard "Causes of Loss-Special Form" property insurance policy with, in the case of Tenant, such endorsements and additional coverages as are considered good business practice in Tenant's business, even if such loss or damage shall be brought about by the fault or negligence of the other party or its Agents; provided, however, such waiver by Landlord shall not be effective with respect to Tenant's liability described in Sections 9(b) and 10(d) below. This waiver and release is effective regardless of whether the releasing party actually maintains the insurance described above in this subsection and is not limited to the amount of insurance actually carried, or to the actual proceeds received after a loss. Each party shall have its insurance company that issues its property coverage waive any rights of subrogation, and shall have the insurance company include an endorsement acknowledging this waiver, if necessary. Tenant assumes all risk of damage of Tenant's property within the Premises, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant or subtenant, or other cause.

(d) Tenant shall indemnify, defend, and hold harmless Landlord and its Agents from and against any and all claims, actions, damages, liability and expense (including fees of attorneys, investigators and experts) (collectively, "Claims") which may be asserted against, imposed upon, or incurred by Landlord or its Agents and arising out of or in connection with loss of life, personal injury or damage to property in or about the Premises or arising out of the operation, management, maintenance, repair, replacement, occupancy or use of the Premises by Landlord, Tenant or its Agents or occasioned wholly or in part by any act or omission (including negligent acts or omissions) of Landlord, Tenant or their respective Agents (including, without limitation, any breach of Tenant's obligations under this Lease), whether prior to, during or after the Term. In addition, and notwithstanding anything contained herein to the contrary, Tenant acknowledges and agrees that there is (a) a county drain along the south side of the Property which could flood the Premises, (b) a sewer treatment plant adjacent to the Property which could result in odors emanating to the Premises, and (c) the transmission of dust may be inherent in the use and occupancy of the remainder of the Property by certain other tenants and occupants. Tenant hereby releases and shall hold harmless Landlord and its agents, contractors, attorneys, officers and employees from and against all Claims for property flooding, dust, and odors, including, without limitation, claims under Public Act 222. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.

9. **Maintenance and Repairs.** Tenant, at its sole expense, shall Maintain the Premises. All repairs and replacements by Tenant to the Premises shall utilize materials and equipment which are approved by Landlord. Alterations, repairs and replacements to the Premises made necessary because of Tenant's Alterations or installations, any use or circumstances special or particular to Tenant, or any act or

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

10. Compliance.

(a) Tenant shall, at its sole expense, promptly comply with all Laws now or subsequently pertaining to the Premises or Tenant's use or occupancy of the Premises. Tenant shall pay any taxes or other charges by any authority on Tenant's property or trade fixtures or relating to Tenant's use of the Premises and any ad valorem real estate taxes and assessments which may now or hereafter during the Term be imposed on the Premises. Neither Tenant nor its Agents shall use the Premises in any manner that under any Law would require Landlord to make any Alteration to the Premises (without limiting the foregoing, Tenant shall not use the Premises in any manner that would cause the Premises to be deemed a "place of public accommodation" under the ADA if such use would require any such Alteration). Tenant shall be responsible for compliance with the ADA, and any other Laws regarding accessibility, with respect to the Premises.

(b) Tenant shall comply, and shall cause its Agents to comply, with any reasonable and non-discriminatory rules and regulations concerning the Property as may be promulgated by Landlord from time to time.

(c) Tenant agrees not to do anything or fail to do anything which shall increase the cost of Landlord's insurance or which will prevent Landlord from procuring policies (including public liability) from companies and in a form satisfactory to Landlord. If any breach of the preceding sentence by Tenant causes the rate of fire or other insurance to be increased, Tenant shall pay the amount of such increase as additional Rent within 30 days after being billed.

(d) Tenant agrees that (i) no activity shall be conducted on the Premises that will use or produce any Hazardous Materials, except for activities which are part of the ordinary course of Tenant's business and are conducted in accordance with all Environmental Laws ("Permitted Activities"); (ii) the Premises shall not be used for storage of any Hazardous Materials, except for materials used in the Permitted Activities which are properly stored in a manner and location complying with all Environmental Laws; (iii) no portion of the Premises shall be used by Tenant or Tenant's Agents for disposal of Hazardous Materials; (iv) Tenant shall deliver to Landlord copies of all material safety data sheets and other written information prepared by manufacturers, importers or suppliers of any chemical; and (v) Tenant shall immediately notify Landlord of any violation by Tenant or Tenant's Agents of any Environmental Laws or the release or suspected release of Hazardous Materials in, under or about the Premises, and Tenant shall immediately deliver to Landlord a copy of any notice, filing or permit sent or received by Tenant with respect to the foregoing. If at any time during or after the Term, any portion of the Premises is found to be contaminated by Tenant or Tenant's Agents 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.

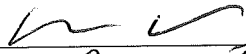
IN WITNESS WHEREOF, Tenant has executed this Certificate this ____ day of _____,
2____.

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











**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER**

MEMORANDUM

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

FROM: Mary Koeger, P.E., Operations Engineer

SUBJECT: CRWRRF Odor Study

DATE: September 22, 2020

The Clinton River Water Resource Recovery Facility (CRWRRF) consists of two separate facilities (referred to as the Auburn Plant and East Boulevard Plant). Odor complaints have been received from nearby residents and businesses of both facilities. Some complaints occurred during construction of the new THP system when raw solids were dewatered in a temporary facility, which is no longer being practiced. However, there are still potential nuisance odors generated at the headworks, primary treatment and other locations at both plants.

Jacobs provided their proposal for the development of an odor survey to determine the extent of currently generated odors from both plants and a strategy for adequately controlling them. The total cost to perform the study is \$108,000. This total does not include any potential future construction or design costs.

We recommend proceeding with the CRWRRF Odor Study with Jacobs (CH2M).

Requested Action: Approve the additional allocation of \$108,000 funds for this project.

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

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

FROM: Mary Koeger, P.E., Operations Engineer

SUBJECT: CRWRRF – Sodium Hypochlorite Line Replacement Construction

DATE: September 11, 2020

The Clinton River Water Resource Recovery Facility (CRWRRF) uses a 650-foot long 4-inch diameter sodium hypochlorite disinfection line at the Auburn site's tertiary filters. There is calcium build up in the line that cannot be removed. It was determined the line needs to be replaced.

The project was approved for \$380,000 including design and construction at the June 23, 2020 Board Meeting. WRC requested construction bids from four of our As-Needed Contractors. DVM Utilities proposal was the only response received. The other contractors were asked why they did not submit a bid, and all responded that they were too busy and would not be able to complete the work in the requested time frame. The price from DVM Utilities is \$305,200, which is \$62,200 over the OHM's Construction Estimate of \$243,000. OHM has recommended awarding the work to DVM given the current amount of construction work available and the lack of contractors to do the work, rebidding the project will probably not result in a lower price. It is also essential that the project is completed before winter.

Approved Allocated Funds	\$380,000
<u>Additional Construction Cost</u>	<u>\$ 62,200</u>
Total Revised Project Cost	\$442,200

We recommend proceeding with the completion of the emergency sodium hypochlorite line project with DVM Utilities.

Requested Action: Approve the additional allocation of \$62,200 in Capital Improvement funds for this project.

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

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

FROM: Mary Koeger, P.E., Operations Engineer

SUBJECT: CRWRRF – Sodium Hypochlorite Line Replacement

DATE: June 11, 2020

The Clinton River Water Resource Recovery Facility (CRWRRF) uses a 650-foot long 4-inch diameter sodium hypochlorite disinfection line at the Auburn site's tertiary filters. In March of 2020, the line became inoperable due to calcium buildup. It was determined that the calcium buildup cannot be removed and the line needs to be replaced. Currently, operators are hauling three 300-gallon totes per day from the disinfection building to the tertiary building. This change in operations creates safety concerns, additional operational costs and can possibly affect compliance for CRWRRF fecal coliform bacteria.

As the utilization of the disinfection line is crucial to operations, WRC engaged OHM to perform an emergency replacement design. Once the design is completed, we will request proposals from our blanket contractors to perform the work. By using one of our blanket contractors, the replacement of the sodium hypochlorite line can be expedited, and the plant can return to normal operations.

The total expected project cost, including design and construction, is shown below:

Design	\$39,000
Construction	\$243,000
QA/QC	\$28,000
WRC Labor	\$30,000
Contingency	\$40,000
Total	\$380,000

We recommend proceeding with the completion of the emergency sodium hypochlorite line project.

Requested Action: Approve the allocation of \$380,000 in Capital Improvement funds for this project.

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

One Public Works Drive Bldg. 95 West
Waterford, Michigan 48328-1907
Phone: (248) 858-0958

No. D-**ENGINEERING WORK ORDER**FOR: Biosolids Handling and Septage Receiving FacilityTO: CDM Smith Michigan, IncDATE: September 04, 2020**DESCRIPTION****Section A – Item Nos. 3 (Construction Phase Services)**

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

Provide additional construction Administration services and startups technical support as described in the attached CDM Smith letter dated August 20, 2020 due to the addition of four months to the construction administration period. The total authorization for this engineering work order is \$42,000. Invoicing and payment to ENGINEER shall be based on the existing conditions and requirements of the contract. Any additional compensation beyond this amount must be approved by a future written engineering work order.

This work order increases the total not-to-exceed value of the contract to \$4,037,812.

RECOMMENDED Date: 09/04/2020By: 

Razik Alsaigh, P.E.
Project Engineer

ACCEPTED Date: 9/4/2020By: 

CDM Smith Michigan, Inc

APPROVED Date: Sept 14, 2020By: 

Gary Nigro, P.E.
Chief Engineer

APPROVED Date: 9/15/20By: 

Sid Lockhart, P.E.
Special Projects Manager



1360 E. 9th Street, Suite 610
Cleveland, OH 44114
tel: +1 216-579-0404
fax: +1 216-589-9754
cdmsmith.com

August 20, 2020

Mr. Razik Alsaigh, P.E.
Project Manager
Oakland County Water Resources Commissioner
One Public Works Drive, Bldg. 95 West
Waterford, MI 48328

Subject: Oakland County Water Resources Commissioner
Clinton River Water Resource Recovery Facility
Biosolids Handling and Septage Receiving Facility Project
Request for Compensation for Additional Services

Dear Mr. Alsaigh:

As requested, this letter serves as CDM Smith's cost proposal for additional construction administration services. As you know, our current contract as amended was based on an anticipated project completion date of July 31, 2020. Construction administration services (including as-needed RPR site visits) are expected to be needed through project closeout, which is now anticipated for completion on December 31, 2020. CDM Smith's remaining budget is expected to cover construction administration services through September 11, 2020.

In order to provide construction administration services for the remainder of the project, we are estimating an additional 256 hours beyond our remaining budget.

CDM Smith is requesting an additional \$42,000 beyond our current Total Authorized Budget Amount to provide these additional services. CDM Smith understands that the request for these additional monies will require Oakland County WRC approval for release of unauthorized funds. We look forward to providing these additional services.





Mr. Razik Alsaigh
August 20, 2020
Page 2

If you have any questions or need additional information, contact me at 216-912-1021.

Very truly yours,

A handwritten signature in blue ink, reading 'Edward J. St. John'.

Edward J. St. John, PE, BCEE
Project Manager
CDM Smith Michigan, Inc.

cc: Steve Wyman, CDM Smith



Construction Services**Pontiac WWTP - Biosolids Handling and Septage Receiving Facility Project****Additional Fee Incurred - Additional Construction Administration Services**

Date: August 20, 2020

DISCIPLINE TASK DESCRIPTION		Avg Hourly Rate (\$/hr)	Hours	Prime: CDM Smith Michigan Inc.							*Subcontractors				
				Office multiplier		1.75	0.12						Engineering Co.		
				Field multiplier		1.45	0.12			0.05					
				Direct				Total	Total	Subcontractor	Tetra Tech	Benesch			
				Labor Cost	Overhead	Fee		Labor	Expenses	Fee					
BASE SERVICES															
Extended CA Services		53.13	256	\$	13,601	\$	23,802.24	\$	4,488	\$	41,892		\$	-	
TOTAL ADDITIONAL SERVICES				\$	13,601	\$	23,802	\$	4,488	\$	41,892	\$	-	\$	-
Anticipated Cost per Company				Percent of Total Cost:										100.0%	0.0%
CDM Michigan Inc.		\$	41,892												
Tetra Tech		\$	-												
Benesch		\$	-												
Total		\$	41,892												

Notes:

1. * = Subcontractor costs include loaded labor and expenses. Refer to attached letters for detail breakdown

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

Regular Construction Estimate No. 36 ✓

Estimate Period: August 1, 2020 to August 31, 2020 ✓

Contractor

Tooles Contracting Group LLC
535 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: September 25, 2019
Extended to: January 6, 2020

Original Contract Amount: \$32,370,771.00

Previous Change Orders: \$1,218,510.25 ✓
Numbers: #1 through 42

Change Orders This Estimate: \$15,517.50
Numbers: # 43

Total Net Change Orders: \$1,234,027.75

Adjusted Contract Amount: \$33,604,798.75 ✓

Sub-Total To Date: (Sheet 2 of 2 Column 7) \$33,298,522.95

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

Gross Estimate: (Work in Place) 99.09% \$33,298,522.95

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
173 days (January 3, 2020 to August 31, 2020
excluding 37 COVID19 days) \$408,000.00

Less Amount to be Reserved \$758,119.77

Total Amount Allowed To Date: \$31,653,603.18

Less Previous Estimates: \$31,560,602.96 ✓

Net Payment Request To Be Paid To Contractor: \$93,000.22 ✓

Reserve Payment to Contractor \$0.00

Balance of Contract To Date \$ 306,275.80 Accounting Auditor: *jls*

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: \$824,800.00 ✓

Less Current Liquidated Damages Payment To Construction Account: \$62,000.00

Amount of Current Reserve: \$758,119.77 ✓

Prepared by: *Razik Alsaigh*
Razik Alsaigh, P.E. - Project Engineer

Date: *09/14/2020*

Recommended by: *Edmund Smith*
CDM Smith

Date: *9/14/2020*

Approved by: *Gary Nigro*
Gary Nigro - Chief Engineer

Date: *Sept 14, 2020*

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

Date: *Sept. 15, 2020*

Regular Construction Estimate No. 36

Approved By Board On: _____

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

Sj Phelps

DATE: September 22, 2020

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

	Ref No.	For	Amount
CDM Smith Michigan, Inc	TBP	Invoice # 41- Engineering Admin - 08/02/20 - 08/29/20 - Proj 1-2181	9,168.38
		Total for Project # 1-2181	\$ 9,168.38

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting *FOR SHAWN PHELPS*

DATE: September 22, 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 August 18, 2020 to September 15, 2020.

Payable To	Ref No.	For	Amount
USA Blue Book	Aug 2020 Pcard	Pcard - Lab Supplies	\$ 1,247.81
USA Blue Book	Aug 2020 Pcard	Pcard - Lab Supplies	2,456.42
USA Blue Book	Aug 2020 Pcard	Pcard - Lab Supplies	1,415.07
Applied Industrial Technologies	Aug 2020 Pcard	Pcard - Material and Supplies	3,040.99
PVS Technologies Inc	TBP	Invoice # 274021 - Chemical Treatment	3,993.60
PVS Technologies Inc	TBP	Invoice # 274532 - Chemical Treatment	4,021.44
PVS Technologies Inc	TBP	Invoice # 274561 - Chemical Treatment	1,882.56
PVS Technologies Inc	TBP	Invoice # 273277 - Chemical Treatment	1,754.88
PVS Technologies Inc	TBP	Invoice # 273407 - Chemical Treatment	4,393.92
PVS Technologies Inc	TBP	Invoice # 273791 - Chemical Treatment	2,112.00
American Electric Motor Corp	TBP	Invoice # 56551 - Contracted Services	1,271.64
JCI Jones Chemicals Inc	TBP	Invoice # 829569 - Chemical Treatment	2,515.80
JCI Jones Chemicals Inc	TBP	Invoice # 829944 - Chemical Treatment	2,521.68
JCI Jones Chemicals Inc	TBP	Invoice # 827243 - Chemical Treatment	2,488.08
JCI Jones Chemicals Inc	TBP	Invoice # 831888 - Chemical Treatment	2,645.00
JCI Jones Chemicals Inc	TBP	Invoice # 831994 - Chemical Treatment	2,462.88
Tetra Tech, Inc	TBP	Invoice # 51624781 - Chemical Treatment	2,828.43
Atlas Copco Compressors LLC	TBP	Invoice # 1120080735 - Contracted Services	9,695.00
Rotor Electric Company of Michigan LLC	TBP	Invoice # 12292 - Contracted Services	6,559.60
Polydyne Inc	TBP	Invoice # 1481311 - Chemical Treatment	47,757.60
Polydyne Inc	TBP	Invoice # 1480636 - Chemical Treatment	46,245.60
Polydyne Inc	TBP	Invoice # 1457294 - Chemical Treatment	29,808.00
Royal Arc Welding Company	TBP	Invoice # 202006907 - Contracted Services	1,188.00
Waste Management	TBP	Invoice # 8455397-1714-8 - Garbage & Rubbish Disposal	2,279.25
Waste Management	TBP	Invoice # 8455396-1714-0 - Garbage & Rubbish Disposal	1,259.31
Waste Management	V # 1466786	Invoice # 8444888-1714-0 - Garbage & Rubbish Disposal	2,024.71
Waste Management	V # 1466787	Invoice # 8444889-1714-8 - Garbage & Rubbish Disposal	1,973.26
Lamphere's Tree Services	TBP	Invoice # 1598 - Contracted Services	4,097.50
OHM	TBP	Invoice # 327081 - Contracted Services - 08/22/20	3,757.50
OHM	TBP	Invoice # 326257 - Contracted Services - 07/25/20	1,477.50
OHM	TBP	Invoice # 215455 - Contracted Services - 06/27/20	17,367.50
OHM	TBP	Invoice # 214733 - Contracted Services - 05/23/20	13,940.00
OHM	TBP	Invoice # 214008 - Contracted Services - 04/25/20	2,485.00
Fishbeck, Thompson, Carr & Huber Inc	TBP	Invoice # 394703 - Engineering Admin - 09/04/20	398.95
Dixon Engineering Inc	TBP	Invoice # 20-7054 - Contracted Services	4,000.00
D3W Industries	TBP	Invoice # 2195 - Material and Supplies	17,325.00
D3W Industries	TBP	Invoice # 2223 - Material and Supplies	11,550.00
D3W Industries	TBP	Invoice # 2208 - Material and Supplies	11,550.00
Mechanical Systems Services	TBP	Invoice # 200920 - Contracted Services	2,522.00
Hamlett Environmental Technologies	TBP	Invoice # 202261 - Material and Supplies	1,586.00
Subtotal			\$ 283,899.48
Ch2m Hill Engineers Inc	TBP	Invoice # 683676CH012 - Professional Services - 08/21/20 - Proj# 1-3246	\$ 4,742.09
Subtotal - Project 1-3246			\$ 4,742.09

Shaw Service & Maintenance	TBP	Invoice # 910002736 - Contracted Services - Proj 1 - 3083	\$	7,428.10
		Subtotal - Project 1-3083	\$	7,428.10
Airea Inc	TBP	Invoice # 52511 - Material Management - Proj # 1-2787	\$	10,985.04
Fishbeck, Thompson, Carr & Huber Inc	TBP	Invoice # 395101 - Engineering Admin - 09/04/20 - Proj 1-2787		2,279.00
		Subtotal - Project 1-2787	\$	13,264.04
Primodel US Inc	TBP	Invoice # 2020-0048 - Contracted Services - Proj # 1-3064	\$	3,261.25
Primodel US Inc	TBP	Invoice # 2020-0038 - Contracted Services - Proj # 1-3064		2,956.60
		Subtotal - Project 1-3064	\$	6,217.85
OHM	TBP	Invoice # 215463 - Contracted Services - 06/27/20 - Proj # 1-3008		5,100.00
OHM	TBP	Invoice # 214745 - Contracted Services - 05/23/20 - Proj # 1-3008		1,350.00
		Subtotal - Project 1-3008	\$	6,450.00
			Total	\$ 340,603.89

6. George W. Kuhn Drain

AGENDA

DRAINAGE BOARD FOR THE GEORGE W. KUHN DRAIN

September 22, 2020

1. Call meeting to order
2. Approve minutes of meeting of August 25, 2020
3. Public Comments
4. Present Construction Estimate No. 13 for Weiss Construction in the amount of \$164,245.80
5. Present request for Board approval of payment of invoices in the amount of \$46,681.65
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

August 25, 2020

A meeting of the Drainage Board for the George W. Kuhn Drain was held at 2:00 p.m. on the 25th of August, 2020. The meeting was conducted via GoToMeeting in accordance with the Governor's Executive Orders due to the ongoing COVID-19 pandemic. Commissioner Nash read a brief statement regarding the current health crisis and its impact on the Chapter 20 meetings, which can be found in its entirety under "Drainage District Policy".

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

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

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

Minutes of the meeting held July 28, 2020 were presented for consideration. It was moved by Zack, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2
Nays - 0

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

A Memorandum from George Nichols, P.E., Civil Engineer III, dated August 25, 2020, recommending the Board approve the services of HRC and Spicer for work related to the Drainage District headwaters outfall project in the amount of \$11,500 was presented for consideration. It was moved by Zack, supported by Nash, to approve the services of HRC and Spicer and the project cost of \$11,500 as presented.

ADOPTED: Yeas - 2
Nays - 0

Change Order No. 2 for Weiss Construction for a net increase in the amount of \$51,432 (as attached) was presented. It was moved by Zack, supported by Nash, to approve Change Order No. 2 for a net increase in the amount of \$51,432 as presented.

ADOPTED: Yeas - 2
Nays - 0

Construction Estimate No. 12 for Weiss Construction in the amount of \$292,388.65 (as attached) was presented. It was moved by Zack, supported by Nash, to approve Construction Estimate No. 12 in the amount of \$292,388.65 as presented.

ADOPTED: Yeas - 2
Nays - 0

A request for Board approval of payment of invoices in the amount of \$44,049.88 (as attached) was presented. It was moved by Zack, supported by Nash, that the invoices in the amount of \$44,049.88 be paid as presented.

ADOPTED: Yeas - 2
Nays - 0

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

ADOPTED: Yeas - 2
Nays - 0

There being no further business, the meeting was adjourned.

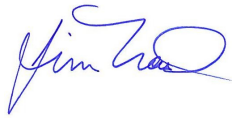


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

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

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



Jim Nash, Chairperson

Dated: September 8 , 2020

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

Regular Construction Estimate No. 13

August 1, 2020 to August 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: December 18, 2020

Original Contract Amount: \$5,845,000.00

Previous Change Orders: \$89,077.00
Numbers: Change Order #1

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

Total Net Change Orders: \$89,077.00

Adjusted Contract Amount: \$5,934,077.00

Sub-Total To Date: \$5,159,758.00

Less Deductions: \$0.00

Gross Estimate: (Work in Place) 86.95% \$5,159,758.00

Less Amount Reserved: (10% of 1/2 Adjusted Contract Amount) \$296,703.85

Total Amount Allowed To Date: \$4,863,054.15

Less Previous Estimates: \$4,698,808.35

Net Payment Request To Be Paid To Contractor: \$164,245.80

Reserve Payment to Contractor \$0.00

Balance of Contract To Date \$ 774,319.00 Accounting Auditor:

Amount To Be Reserved (From Above) \$296,703.85

Less Previous Transfers To Reserve: \$296,703.85

Amount of Current Transfer: \$0.00

Prepared by: _____
Craig Tiell - Project Engineer

Date: _____

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

Date: _____

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

Date: _____


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

Date: _____

Regular Construction Estimate No. 13

Approved By Board On: _____

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting 

DATE: September 22, 2020

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

Payable To	Ref No.	For	Amount
Hubbell Roth & Clark Inc	TBP	Invoice # 0181821 - Contracted Services - 9/05/20	\$ 9,680.51
OHM	TBP	Invoice # 326622 - Professional Services - 07/31/20	5,852.00
OHM	TBP	Invoice # 327110 - Professional Services - 08/22/20	205.00
Environmental Consulting & Tech	TBP	Invoice # 203172 - Contracted Services - 07/31/20	1,246.50
Dickinson Wright, PLLC	TBP	Invoice # 1503589 - Legal Services - 07/31/2020	2,294.94
Dickinson Wright, PLLC	TBP	Invoice # 1503522 - Legal Services - 07/31/2020	2,288.76
Dickinson Wright, PLLC	TBP	Invoice # 1503518 - Legal Services - 07/31/2020	2,131.32
Dickinson Wright, PLLC	TBP	Invoice # 1503516 - Legal Services - 07/31/2020	2,297.62
Dickinson Wright, PLLC	TBP	Invoice # 1503515 - Legal Services - 07/31/2020	2,455.46
Dickinson Wright, PLLC	TBP	Invoice # 1503513 - Legal Services - 07/31/2020	3,094.38
Dickinson Wright, PLLC	TBP	Invoice # 1503512 - Legal Services - 07/31/2020	6,552.27
Dickinson Wright, PLLC	TBP	Invoice # 1503514 - Legal Services - 07/31/2020	2,345.95
Dickinson Wright, PLLC	TBP	Invoice # 1503590 - Legal Services - 07/31/2020	2,266.87
Dickinson Wright, PLLC	TBP	Invoice # 1503521 - Legal Services - 07/31/2020	2,167.12
Dickinson Wright, PLLC	TBP	Invoice # 1503511 - Legal Services - 07/31/2020	748.55
Dickinson Wright, PLLC	TBP	Invoice # 1503593 - Legal Services - 07/31/2020	1,054.40
Total			\$ 46,681.65

7. Hamilton Relief Drain

AGENDA

DRAINAGE BOARD HAMILTON RELIEF DRAINS

September 22, 2020

1. Call meeting to order
2. Approve minutes of meeting of January 28, 2020
3. Public Comments
4. Present Change Order No. 3 for Zito Construction Group for a net increase in the amount of \$6,024.10
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE HAMILTON RELIEF DRAINS**

January 28, 2020

A meeting of the Drainage Board for the Hamilton Relief Drains was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 28th day of January, 2020.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

ABSENT: None

Minutes of the meeting held October 22, 2019 were presented for consideration. It was moved by Zack, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

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

A request for reimbursement of the Drain Revolving Fund in the amount of \$1,128 (as attached) was presented. It was moved by Zack, supported by Woodward, that the Drain Revolving Fund be reimbursed in the amount of \$1,128.

ADOPTED: Yeas - 3
Nays - 0

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

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.




Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Hamilton Relief Drains, Oakland County, Michigan, held on the 28th day of January, 2020, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



Jim Nash, Chairperson

Dated: February 5, 2020

CHANGE ORDER NO. 3

Jim Nash, Oakland County Water Resources Commissioner, County Agency

For Construction of the Hamilton Relief Drain Bank Stabilization ProjectLocated in City of Rochester Hills, Oakland County, MichiganCONTRACTOR: Zito Construction CompanyAddress: 8033 Fenton RoadGrand Blanc, MI 48439

Authorization for Extras To & Changes In Contract

Change Order No: 3Date: 9/11/2020

Auth No.	Location-Description-Reason	Unit Used	Est. Quant.	Unit Price	Amount Increase	Amount Decrease
	LOCATION:					
	Hamilton Relief Drain Bank Stabilization					
	DESCRIPTION:					
A	Extra / Add Additional 1'-2' Diameter Boulders	LS	1	\$6,024.10	\$6,024.10	
	REASON					
A	Due to water currents caused by an oxbow in the Clinton River excess erosion has occurred at the outfall of the Hamilton Relief Drain. The bank is currently stable however the erosion has exposed the geofabric. Additional rock armoring is necessary to cover the geofabric and protect the bank from further deterioration. The Clinton River has naturally rerouted and the water currents that caused this erosion are no longer present.					
Totals					\$6,024.10	\$0.00
Net Increase					\$6,024.10	---

CHANGE ORDER NO. 3

JIM NASH Water Resources Commissioner, County Agency

For Construction of the Hamilton Relief Drain Bank Stabilization Project

Prepared by: _____ Date: _____
Project Engineer – Craig Tiell
Oakland County Water Resource Commissioner

Recommended by: _____ Date: _____
Consulting Engineer – Aseel Putros, P.E.
AEW, Inc.

Approved by: _____ Date: _____
Chief Engineer – Gary Nigro, P.E.
Oakland County Water Resource Commissioner

Approved by: _____ Date: _____
Special Project Manager Sidney Lockhart, P.E.
Oakland County Water Resource Commissioner

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

Accepted by: _____ Date: _____
Title
of: _____

Approved by: _____ Date: _____
Manager – Steven A. Korth, P.E.
Construction Management

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

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

7. Hamilton Relief Drain

AGENDA

DRAINAGE BOARD FOR EDWARDS RELIEF DRAIN

September 22, 2020

1. Call meeting to order
2. Approve minutes of meeting of July 28, 2020
3. Public Comments
4. Present request for Board approval of payment of invoices in the amount \$8,905.37
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

July 28, 2020

A meeting of the Drainage Board for the Edwards Relief Drain was held at 2:00 p.m. on the 28th of July, 2020. The meeting was conducted via GoToMeeting in accordance with the Governor's Executive Orders due to the ongoing COVID-19 pandemic. Commissioner Nash read a brief statement regarding the current health crisis and its impact on the Chapter 20 meetings, which can be found in its entirety under "Drainage District Policy".

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

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

ABSENT: None

Minutes of the meeting held June 23, 2020 were presented for consideration. It was moved by Zack, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

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

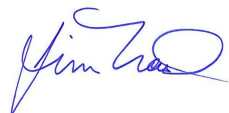
A request for Board approval to reimburse the Drain Revolving Fund in the amount of \$12,610.60 (as attached) was presented. It was moved by Zack, supported by Woodward, to reimburse the Drain Revolving Fund in the amount of \$12,610.60 as presented.

ADOPTED: Yeas - 3
Nays - 0

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

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

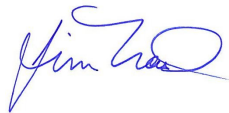


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Edwards Relief Drain, Oakland County, Michigan, held on the 28th day of July, 2020, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



Jim Nash, Chairperson

Dated: August 3 , 2020

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

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

Sj Phelps

DATE: September 22, 2020

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

<u>Paid To</u>	<u>Ref No.</u>	<u>For</u>	<u>Amount</u>
Hubbell, Roth & Clark, Inc	TBP	Invoice # 0181245 - Contracted Services - Period Ending 07/25/20 Proj # 1-2680	\$ 3,154.46
Hubbell, Roth & Clark, Inc	TBP	Invoice # 0181684 - Contracted Services - Period Ending 08/22/20 Proj # 1-2680	5,750.91
		Total Proj # 1-2680	\$ 8,905.37