AGENDA

Oakland-Macomb Interceptor Drain Drainage Board

Macomb and Oakland Counties

June 12, 2024 – 11:30 a.m. Office of the Oakland County Water Resources Commissioner One Public Works, Building 95 West Waterford, Michigan, and Microsoft Teams

1. Call meeting to order

Board Members:

Michael Gregg, Chair, Michigan Department of Agriculture and Rural Development Candice Miller, Macomb County Public Works Commissioner Jim Nash, Oakland County Water Resources Commissioner

- 2. Motion to approve the meeting agenda for June 12, 2024
- 3. Motion to approve the Drainage District Board Meeting Minutes from May 15, 2024
- 4. Public Comment
- 5. Renewal Proposal for NESPS NI-EA Property and Pollution Liability Insurance
- 6. Closed Session as permitted under section 8(h) of the Open Meetings Act and which is exempt from public disclosure as subject to the attorney-client privilege pursuant to section 13(1)(g) of the Freedom of Information Act
- 7. Present Memorandum from Clark Hill regarding the Issuance of Drain Bonds, Series 2024
 - a) Motion to Approve the Computation of Costs for the OMIDD Odor and Corrosion Control Project
 - b) Resolution Approving Special Assessment Roll No. 1 and OMIDD Drain Bonds, Series 2024
- 8. Present Memorandum for Approval to Award Contract for the Construction of the Odor and Corrosion Control Systems within the OMID to Commercial Contracting Corporation
- 9. Presentation: Clemson Report
- 10. Motion to approve the following Construction Estimates:
 - a) Construction Estimate No. 44 for Walsh Construction for NESPS Pump & Electrical Upgrades Project (GMP Phase) in the amount of \$193,471.32 with a transfer to the Oakland County Treasurer in the amount of \$18,915.45
 - b) Construction Estimate No.10 for Z Contractors for NI-EA Contracts 2A and 2B PCI 18 and 19 Rehabilitation in the amount of \$364,781.24
- 11. Status of OMID Repairs Project

- 12. Financial Reports General Financial Report and Status of State Revolving Fund Financing and Other Financing
- 13. Motion to approve the following invoices:

	1) Labor/Fringes/Non-Direct Labor Factor			
	Segment 5 NI-EA Construction		\$	5,210.03
	• Segment 5 NESPS Mech./Elect. Construction		\$	6,798.92
	2) Equipment Charges		+	-)
	• Segment 5 NI-EA Construction		\$	130.66
	Segment 5 NESPS Mech./Elect. Construction		\$	269.56
a)	Clark Hill		Ψ	209.00
)	1) Invoice No. 1432299	NESPS	\$	1,402.50
	2) Invoice No. 1432305	NI-EA	\$	1,173.00
b)	CSM		+	-,
-)	Invoice No. 3227	O&M	\$	539.00
c)	Hesco		*	
,	1) Invoice No. 242299	O&M	\$	7,260.00
	2) Invoice No. 242311	O&M	\$	6,898.75
d)	Lardner			,
,	Invoice No. 201192	O&M	\$	26,890.00
e)	Metco			
, i i i i i i i i i i i i i i i i i i i	Invoice No. 1811-65	O&M	\$	102,537.04
f)	Motor City			
	1) Invoice No. 95665	O&M	\$	2,131.55
	2) Invoice No. 95722	O&M	\$	279.00
g)	NTH Consultants, Ltd			
	1) Engineering/Consulting Services NESPS Pumping and Electrical			
	Invoice No. 635991	NESPS	\$	746.28
	2) OMID NI-EA Contract No. 1 PCI-4 Rehab			
	Invoice No. 635992	NI-EA	\$	6,248.64
	3) Consulting Services PCI-18 and PCI-19 Rehabilitation			
	Invoice No. 635994	NI-EA	\$	98,801.12
h)	PMA Consultants			
	Invoice No. 03559.01-47	NESPS	\$	21,525.26

14. Other Business

15. Adjourn

Next Regular Meeting: July 17, 2024, at 11:30 a.m., Eastern Standard Time.

Agenda Item No. 3

Board Meeting Minutes from May 15, 2024

MINUTES OF THE REGULAR MEETING OF THE DRAINAGE BOARD FOR THE OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT

May 15, 2024

Minutes of the regular meeting of the Drainage Board of the Oakland-Macomb Interceptor Drain Drainage District held at the office of the Oakland County Water Resources Commissioner, One Public Works Drive, Building 95 West, Waterford, Michigan on the 15th day of May 2024 at 11:30 a.m. Eastern Standard Time and via Microsoft Teams.

PRESENT:

Michael Gregg, Chairperson and Deputy for Dr. Tim Boring, Director of the Michigan Department of Agriculture and Rural Development; Brian Baker for Candice Miller, Member and Macomb County Public Works Commissioner; and Anne Vaara for Jim Nash, Secretary and Oakland County Water Resources Commissioner.

OTHERS PRESENT:

Representing the office of the Macomb County Public Works Commissioner Stephen Downing. Representing the office of the Oakland County Water Resources Commissioner: Steve Korth, Jen Cook, Joel Brown, and Stephanie Lajdziak. Others in attendance: Shawn Phelps and Heidi Grunwald, OC Fiscal Services, Larry Gilbert and Michelle Kitzinger, NTH Consultants; Fritz Klingler, FK Engineering; Bill Diamond, City of Utica Department of Public Works; Joe Colaianne, Clark Hill.

1. <u>Call meeting to order</u>.

Chairperson Gregg called the meeting to order at 11:31 p.m.

2. <u>Agenda</u>.

Motion by Baker, supported by Vaara, to approve the May 15, 2024, agenda as presented.

ADOPTED: Yeas - 3 Nays - 0

3. <u>Minutes</u>.

Motion by Vaara, supported by Baker, to approve the minutes of the April 17, 2024, meeting.

ADOPTED: Yeas - 3 Nays - 0

- 4. <u>Public Comment</u>. None.
- 5. <u>Change Orders.</u> The following Change Orders were submitted to the Board for approval:
 - a) Change Order No. 40 for Walsh Construction for NESPS Pump & Electrical Upgrades Project for a net increase in the amount of \$165,268.41. Motion by Varra, supported by Baker, to approve the Change Order as presented.

ADOPTED: Yeas - 3 Nays - 0

b) Change Order No. 41 for Walsh Construction for NESPS Pump & Electrical Upgrades Project for a net increase in the amount of \$223,102.80. Motion by Baker, supported by Vaara, to approve the Change Order as presented.

ADOPTED: Yeas - 3 Nays - 0

c) Change Order No. 42 for Walsh Construction for NESPS Pump & Electrical Upgrades Project for a net increase in the amount of \$378,308.59. Motion by Vaara, supported by Baker, to approve the Change Order as presented.

ADOPTED: Yeas - 3 Nays - 0

6. <u>Construction Pay Estimates</u>. The following Construction Pay Estimates were submitted to the Board for approval:

a) Construction Estimate No. 43 for Walsh Construction for NESPS Pump & Electrical Upgrades Project (GMP Phase) in the amount of \$487,704.68. Motion by Baker, supported by Vaara, to approve the Construction Pay Estimate as presented.

ADOPTED: Yeas - 3 Nays - 0

b) Construction Estimate No. 38 for Marra Services for NI-EA Contract No. One for PCI 4 Rehabilitation in the amount of \$112,500.00. Motion by Vaara, supported by Baker, to approve the Construction Pay Estimate as presented.

ADOPTED: Yeas - 3 Nays - 0

c) Construction Estimate No. 9 for Z Contractors for NI-EA Contracts 2A and 2B – PCI 18 and 19 Rehabilitation in the amount of \$448,124.99. Motion by Baker, supported by Vaara, to approve the Construction Pay Estimate as presented.

> ADOPTED: Yeas - 3 Nays - 0

 <u>Report/Update – Status of OMI Project, Segments 1 through 4, NESPS and NI-EA</u>. Fritz Klingler of FK Engineering presented the Project Progress Update and presentation (attached) to the Board and summarized the status of various projects.

Motion by Vaara, supported by Baker, to receive and file the report as presented.

ADOPTED: Yeas - 3 Nays - 0

8. <u>Financial Reports</u>.

Shawn Phelps presented the financial reports for Segments 1 through 5 and the NESPS. Motion by Vaara, supported by Baker, to receive and file the financial reports.

ADOPTED: Yeas - 3 Nays - 0

9. <u>Invoices</u>.

	1) Labor/Fringes/Non-Direct Labor Factor		
	Segment 5 NI-EA Construction	\$	9,376.05
	• Segment 5 NESPS Mech./Elect. Construction	\$	13,436.80
	2) Equipment Charges		
	Segment 5 NI-EA Construction	\$	228.50
	• Segment 5 NESPS Mech./Elect. Construction	\$	394.44
a)	ASI		
	1) Invoice No. 57a-8562 NESPS	\$	1,431.37
	2) Invoice No. 57b-8585 NESPS	\$	6,513.00
	3) Invoice No. 59-8610 NESPS	\$	72,588.11
	O&M	\$	4,372.00
	4) Invoice No. 61-8688 NESPS	\$	67,603.63
	5) Invoice No. 61a-8690 NESPS	\$	392.88
	6) Invoice No. 61b-8689 NESPS	\$	1,017.50
	7) Invoice No. 62-8716 NESPS	\$	69,829.50
	8) Invoice No. 62a-8718 NESPS	\$	731.64
	9) Invoice No. 62b-8717 NESPS	\$	5,087.50
	10) Invoice No. 87b-8579 NESPS	\$	5,717.00
	11) Invoice No. 88b-8611 NESPS	\$	3,547.50
b)	Clark Hill		
	Invoice No. 1423349 NESPS	\$	382.50
c)	Dickinson Wright		
	Invoice No. 1909631 O&M	\$	966.50
d)	Hesco		
	1) Invoice No. 242241 O&M	\$	8,133.75
	2) Invoice No. 242242 O&M	\$	6,823.75
	3) Invoice No. 242243 O&M	\$	6,592.50
e)	Jacobs		
	Invoice No. C6A19900-15 O&M	\$	22,838.45
f)	Kennedy		
	1) Invoice No. 640520 O&M	\$	1,502.50
	2) Invoice No. 641173.1 O&M	\$	553.50
	3) Invoice No. 641173.2 O&M	\$	699.50
	4) Invoice No. 641173.3 O&M	\$	1,064.50
g)	Lardner		
	Invoice No. 200758 O&M	\$	204.00
h)	Meadowbrook	~	
	Invoice No. 12927 NESPS	\$	46,410.00

i)	Metco		
	Invoice No. 1811-64	O&M	\$ 78,928.49
j)	Motor City		
	Invoice No. 95576	O&M	\$ 585.00
k)	NTH Consultants, Ltd		
	1) Consulting Services PCI-18 and PCI-19 Rehabilita	tion	
	Invoice No. 635755	NI-EA	\$ 74,330.17
	2) OMID NI-EA Contract No. 1 PCI-4 Rehab		
	Invoice No.635756	NI-EA	\$ 15,200.55
	3) Engineering/Consulting Services NESPS Pumping	and Electrical	
	Invoice No. 635757	NESPS	\$ 3,481.10
1)	PMA Consultants		
	Invoice No. 3559.01-46	NESPS	\$ 16,533.90

Motion by Baker, supported by Vaara, to approve the invoices as presented.

ADOPTED: Yeas - 3 Nays - 0

- 10. <u>Other Business</u>. None.
- 11. Adjourn.

Motion by Vaara, supported by Baker, to adjourn the May 15, 2024, meeting at 12:43 p.m.

ADOPTED: Yeas - 3 Nays - 0

<u>Next Regular Meeting</u>: Office of the Oakland County Water Resources Commissioner, One Public Works Drive, Building 95 West, Waterford, Michigan and electronically at 11:30 a.m., Eastern Standard Time on June 12, 2024.

I hereby certify that the foregoing constitutes the minutes of the Drainage Board for the Oakland-Macomb Interceptor Drain Drainage District, at a meeting held on May 15, 2024, and that the meeting was conducted and public notice was given in compliance with the Open Meetings Act being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes were kept and will be or have been made available to the public as required by the Act.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this 15th day of May 2024.

Anne Vaara, Acting Secretary Oakland-Macomb Interceptor Drain Drainage Board

Agenda Item No. 4

Public Comment

Agenda Item No. 5

Meadowbrook Operational Insurance Renewal



Oakland-Macomb Interceptor Drain Drainage District: NESPS/NIEA

One Public Works Drive, Building 95 West, Waterford, MI 48328

Proposal for Property & Pollution Liability Insurance

07/01/2024 to 07/01/2025

(dated 6/5/24)

Sal Saputo, Executive Vice President



Oakland-Macomb Interceptor Drain Drainage District: Northeast Sewage Pumping Station / North Interceptor-East Arm

Marketing Summary 07/01/2024 to 07/01/2025

NESPS/NIEA July Property and Pollution Renewal Summary

We have completed the renewal process for the NESPS/NIEA insurance program renewing July 1st, 2024. The total overall renewal premium for the July insurance policies increased from \$333,954 at expiring to \$347,612 (4.09% increase) at renewal. We have summarized the 2024-25 renewal effort by line of coverage below:

- <u>Property Coverage</u>: Chubb is still the best carrier for engineered risk and underground property coverage. Chubb has once again offered a very competitive renewal. Chubb initially requested an 8% rate increase, which we successfully negotiated down to 3.29% on your behalf. This renewal property premium is increasing from \$318,048 to \$331,707. This includes the 0.8% Engineering News Record Construction Cost Index value increase, and the 3.29% property rate increase for a total annual property premium increase of \$13,659. Overall we are very pleased with the renewal and are confident recommending Chubb for another year.
- Pollution Liability: AIG is the current pollution carrier. We had early conversations in advance of the renewal and agreed to a flat rate this year. The premium is based on budgeted maintenance payroll which also remained flat resulting in no policy premium change. Total policy premium: \$15,905.95



Oakland-Macomb Interceptor Drain Drainage District: Northeast Sewage Pumping Station / North Interceptor-East Arm Program Comparison

Duonanty Danawal Companisan				
Property Renewal Comparison				
	23-24	24-25		
Carrier	Chubb	Chubb		
AM Best Rating	A+ XV	A+ XV		
Policy Term	7-1-23/24	7-1-24/25		
Premium	\$318,048	\$331,707		
TRIA	Incl.	Incl.		
Engineering Fee	NA	NA		
TIV	\$312M	\$314M		
Rate / \$100 TIV	.1017	.1053		
Policy limit	\$150M	\$150M		
Deductible	\$1M	\$1M		
Debris removal	25% or \$10M	25% or \$10M		
	whichever is lesser	whichever is lesser		
Machinery	Policy Limit	Policy Limit		
Breakdown	\$150M	\$150M		
Other significant Sub-				
Limits				
Earth Movement	50M	50M		
Flood sub-limit	10M	10M		
Demolition Cover A,	10M	10M		
B, C				
Errors & Omissions	5M	5M		
Extra Expense	2.5M	2.5M		

Pollution Renewal Comparison				
	23-24	24-25		
Carrier	AIG	AIG		
AM Best Rating	A XV	A XV		
Policy Term	7-1-23/24	7-1-24/25		
Premium	\$15,905.95	\$15,905.95		
Policy Limit	10M	10M		
Deductible	50k	50k		
TRIA	Incl.	Incl.		
Exposure Base	2,184,160	2,184,160		
(Maintenance Budget)				



Oakland-Macomb Interceptor Drain Drainage District: Northeast Sewage Pumping Station / North Interceptor-East Arm 07/01/2024 to 07/01/2025

Premium Summary

POLICIES	Expiring 2023-2024	Proposed 2024-2025
Property [1] ACE American Insurance Co.	\$318,048.00 TIV: \$312,466,249 ENR Index: 3.6% Change in Rate: 7.2%	\$331,707.00 TIV: \$314,966,588 ENR Index: 0.8% Change in Rate: 3.29%
Pollution Liability AIG Specialty Ins. Co.	15,905.95	15,905.95
TOTAL PREMIUM	\$333,953.95	\$347,612.95

[1] Total Insurable Value is increasing by the May 2024 ENR Factor of 0.8%

Premium Payment Plans

Pay in Full Agency Bill

This document does not amend, extend, or alter coverage afforded by the policy. For a complete understanding of any insurance you purchase, you must first read your policy, declaration page, and any endorsements and discuss them with your Meadowbrook agent. A specimen policy may also be available for your review from the insurance company. Actual policy conditions may be amended by endorsement or state law."

Meadowbrook, Inc. strives to place your insurance with financially-sound insurance carriers. There are many financial rating companies who assign credit ratings to participating insurance carriers (i.e., A.M. Best Company). These ratings are the financial rating company's independent opinion about the financial stability of the insurance carrier and, as a result, vary among insurance carriers. Not all insurance carriers choose to be rated by these services. Please be aware of this rating, or lack thereof, for the insurance carrier listed on your proposal. Meadowbrook, Inc. is not responsible for, nor guarantees, the financial solvency of any insurance carrier through which it places your insurance.

We are pleased to present this insurance proposal and thank you for the opportunity. We look forward to serving you in the future.



Agenda Item No. 6

Closed Session

Agenda Item No. 7

Drain Bonds, Series 2024



TO: Michael Gregg, Chairperson Drainage Board, Oakland-Macomb Interceptor Drain Drainage District

FROM: Joseph W. Colaianne Peter Ecklund

DATE: May 30, 2024

SUBJECT: Recommendation: Resolution To Authorize the Issuance of Oakland-Macomb Interceptor Drain Drainage District Drain Bonds, Series 2024 in the Principal Amount of Not to Exceed \$11,494,000

We understand that the bids in connection with the OMIDD Odor and Corrosion Control Project ("Project") were received, and the Drainage Board will be considering approval and awarding of the construction contract and approving the computation of cost for this Project. To finance this Project, the Drainage Board intends to issue municipal bonds, and it is anticipated that the proposed financing will not to exceed \$11,494,000. Clark Hill, PLC will serve as Bond Counsel to the Drainage District in connection with the issuance of the obligations. The Bonds will be issued in anticipation of the collection of an equal amount of Oakland-Macomb Interceptor Drain Drainage District Drain Bonds, Series 2024 Special Assessment Roll No. 1 to be collected in twenty (20) installments. The Drain Bonds will be designated as the "Oakland-Macomb Interceptor Drain Drainage District Drain Bonds, Series 2024 (Limited Tax General Obligation)".

In accordance with Chapter 21 and past practice we will be notifying all of the public corporations of their respective assessments and the opportunity to prepay the drain assessment. We anticipate the bond closing to take place in **August 2024**.

Attached for the Drainage Board's consideration is a Resolution approving Assessment Roll No. 1 and authorizing the Issuance of the Oakland-Macomb Interceptor Drain Drainage District Drain Bonds, Series 2024 (Limited Tax General Obligation) in the Principal Amount of Not to Exceed \$11,494,000.

<u>Recommendation</u>: It is recommended that the Drainage Board:

Resolution Approving Special Assessment Rol and Authorizing the Issuance of the Oakland-Macomb Interceptor Drain Drainage District Drain Bonds, Series 2024 (Limited Tax General Obligation) in the Principal Amount of Not to Exceed \$11,494,000.

Project Cost Estimate for PRJ-1-7059 Odor and Corrosion Control Systems OMIDDD 5-Jun-24

		To	otal Cost
1) Construction (FAC)	 		7 440 000
Project Construction Cost (Est) (731472)	Sub-Total	Þ 2	7,419,000
2) Project Development: Engineering Consulting (ENG CON) Preliminary Design (730639)		Þ	7,415,000
Design (730639) CCA (731444)	ę	\$	1,100,000
Scheduling Consultant (731458)	9	\$	1,990,000
Additional Special Services (730373)		\$	75,000
	Sub-Total	\$	3,090,000
3) Project Financing & Legal (LEGAL)			
Project Insurance (730940)	5	\$	-
Bond Issuance (Legal) (731073)		\$	31,988
Bond Issuance (Financial Consultant) (731458)	S	\$	31,000
Estimated Underwriter Fee (1.50% of Total Borrowing Amt.)		\$	172,410
Bond Rating Fee		\$	20,000
Publications		\$	3,000
Paying Agent Fee		\$	500
State of Michigan Fee		\$	1,000
Legal Fees (contract agreements) (731073)	5	\$	50,000
Wetland Mitigation		\$	-
	Sub-Total	\$	310,000
3) Right-of-Way Services (ROW)			
Easement Fees	:	\$	25,000
Legal Fees (easement) (731073)			
Permits	:	\$	20,000
County Personnel Time		\$	32,030
	Sub-Total	\$	77,000
4) Exclusive County Services:			
Administration (ADM)	:	\$	-
Engineering-OCWRC (ENG)	:	\$	223,996
Construction Inspection (INS)	:	\$	86,404
Surveying (SUR)		\$	5,000
O&M/Equipment Startup and Training/Corrections-OCWRC (STD)		\$	3,691
	Sub-Total	\$	319,000
5) Subtotal:		\$	11,215,000
6) Contingency (10%)	_	\$	1,122,000

	\$ 1,122,000
Total Project Cost	\$ 12,337,000

7) CVT Shares/Allocation: Bonded

I hereby certify the period of usefulness of these facilities to be (20) years and upwards.

By: Jen Cook/PE

Project Engineer

By:

Joel Brown, PE Chief Engineer

MICHIGAN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

In the Matter of:

Oakland-Macomb Interceptor Drain, /

RESOLUTION APPROVING SPECIAL ASSESSMENT ROLL AND AUTHORIZING THE ISSUANCE OF OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT DRAIN BONDS, SERIES 2024 (GENERAL OBLIGATION LIMITED TAX) IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$12,337,000

At a regular meeting of the Drainage Board of the Oakland-Macomb Interceptor Drain Drainage District held on the 12th day of June 2024, at 11:30, am., prevailing time, at the Offices of the Oakland County Water Resources Commissioner, 1 Public Works Drive, Waterford, Michigan there were:

PRESENT: _____

ABSENT:

OTHERS PRESENT: _____

Motion by Drainage Board Member_____, and supported by Drainage Board Member_____, to approve the following Resolution:

WHEREAS, the Oakland-Macomb Interceptor Drain Drainage District (the "Drainage District") was established pursuant to petitions filed with the Director of the Michigan Department of Agriculture on June 18, 2009 by the Charter Township of Clinton of Macomb County, through the Macomb County Public Works Commissioner, and on June 22, 2009 by the Charter Township of Independence of Oakland County, through the Oakland County Water Resources Commissioner to acquire, finance, construct, improve, and replace certain wastewater facilities, under the provisions of Chapter 21 of Act 40, Public Acts of Michigan, 1956, as amended (the "Drain Code"); and

WHEREAS, proceedings have been carried out by the Drainage Board for the Drainage District (the "Drainage Board") described on <u>**Exhibit** A</u> (the "Project"), and said Project having been determined to be necessary for the public health; and

WHEREAS, on February 21, 2024 the Drainage Board approved the Project and on March 20, 2024 approved the Final Order of Apportionment of the cost of the Project to be borne by the several public corporations, as follows:

The final apportionment between the Oakland and Macomb Counties is: 33.10% to Oakland County and 66.90% to Macomb County.

The Apportionments to the Public Corporations by the Oakland County Water Resources Commissioner for the Public Corporations in Oakland County and by the Macomb County Public Works Commissioner for the Public Corporations in Macomb County; are – as follows:

	33.1000%
County of Oakland	Percentage
PUBLIC CORPORATIONS	of Project
City of Auburn Hills	4.9705%
Independence Township	
(incl. Village of Clarkston)	2.4213%
City of Lake Angelus	0.0185%
Village of Lake Orion	0.3409%
Oakland Township	1.0393%
Orion Township	3.1494%
Oxford Township	1.2468%
Village of Oxford	0.5928%
City of Rochester	1.9526%
City of Rochester Hills	8.1106%
Waterford Township	7.6159%
West Bloomfield Township	1.6414%
County of Oakland Total	33.1000%
	66.9000%
County of Macomb	Percentage
PUBLIC CORPORATIONS	of Project
	4.050204
Chesterfield Township	4.9783%
Clinton Township	13.9899%
City of Fraser	2.8103%
Harrison Township	4.1896%
Lenox Township	0.7827%
Macomb Township	9.4656%
Village of New Haven	0.5614%
Shelby Township	6.5484%
City of Sterling Heights	20.6591%
City of Utica	1.0966%
Washington Township	1.8181%
County of Macomb Total	66.9000%
	100.00000
Combined Total:	100.0000%

WHEREAS, the Chairperson of the Drainage Board (the "Chairperson") presented a computation of cost for the Project to be financed pursuant to this resolution (said portion to be referred to herein as the "Project") in the amount of \$12,337,000; and

WHEREAS, the Drainage District proposes to sell bonds in one or more series to defray the cost of all or part of the Project; and

WHEREAS, the Chairperson has prepared in accordance with the provisions of Chapter 21 of the Drain Code and presented to the Drainage Board a special assessment roll assessing the cost of the Project against the foregoing public corporations in accordance with the Final Order of Apportionment; and

WHEREAS, the Drainage District desires to issue a series of Bonds (as defined herein) pursuant to Section 528 of the Drain Code to finance the costs of the Project in anticipation of the collection of assessments to be made pursuant to the Drain Code, and to pledge the full faith and credit of the Drainage District for the prompt payment of the principal thereof and the interest thereon.

WHEREAS, the Drainage Board of the Oakland-Macomb Interceptor Drain, by adoption of this resolution will authorize and provide for the issuance of its "Oakland-Macomb Interceptor Drain Drainage District Drain Bonds, Series 2024 (General Obligation Limited Tax)", in the aggregate principal amount not to exceed \$12,337,000 (the "Series 2024 Drain Bonds") to defray part of the costs of the Project; and

WHEREAS, such bonds will be payable from the collection of special assessments against the public corporations set forth in **Exhibit B** ("Public Corporations") in Oakland and Macomb Counties in the Drainage District, said special assessments to be duly confirmed as provided in the Drain Code; and

WHEREAS, pursuant Section 526 of the Drain Code (MCL §280.526), in a resolution adopted on April 18, 2024 by the Board of Commissioners of the County of Macomb, and in a resolution adopted on April 11, 2024 by the Board of Commissioners of the County Oakland, each of the Counties pledged their respective Full Faith and Credit of their share of the Series 2024 Drain Bonds;

WHEREAS, the Series 2024 Drain Bonds are to be designated as the Oakland-Macomb Interceptor Drain Drainage District Drain Bonds, Series 2024 (General Obligation Limited Tax), in an aggregate principal amount not to exceed \$12,337,000, with such bonds expected to be issued on or about September 4, 2024, bearing interest at the rates and maturing in such amounts and at such times as may be determined pursuant to the resolution of the Drainage Board; and

WHEREAS, the performance of the Project is immediately necessary to protect and preserve the public health, and, in order to finance the costs of the Project it is necessary to issue the Bonds as provided herein as authorized by the Drain Code; and

WHEREAS, it is in the best interests of the Drainage District and those Public Corporations assessed for the cost of Oakland-Macomb Interceptor Drain that the Bonds be issued.

NOW, THEREFORE, BE IT RESOLVED BY THE DRAINAGE BOARD OF THE OAKLAND-MACOMB INTERCEPTOR DRAIN as follows:

1. <u>APPROVAL OF SPECIAL ASSESSMENT ROLL.</u> The Oakland-Macomb Interceptor Drain Drainage District Drain Bonds, Series 2024 Special Assessment Roll No. 1 ("Roll No. 1"), attached hereto as <u>Exhibit C</u> upon which spread assessments against the Public Corporations, aggregating the principal sum of \$12,337,000, is approved and ordered filed with the Chairperson. The aggregate amount assessed and the amount assessed against each public corporation shall be adjusted at the time bonds are sold, in accordance with this resolution or as provided in one or more orders of the Chairperson of the Drainage Board.

2. <u>STATEMENT OF APPROVAL OF SPECIAL ASSESSMENT ROLL.</u> The Chairperson and Secretary of the Drainage Board shall execute the statement affixed to Roll No. 1 setting forth the date of such approval.

3. <u>DETERMINATION OF NECESSITY AND ESTIMATE OF USEFULLNESS AND</u> <u>COST.</u> The Project is necessary for the public health and in order to defray the cost thereof it is necessary to issue bonds as hereinafter provided. The estimated period of usefulness of the Project for which the bonds are to be issued is hereby determined to be twenty (20) years and upwards, and the estimated cost of the Project, in an amount not less than \$12,337,000, as set forth in <u>Exhibit D</u>, is hereby approved and adopted.

4. <u>AUTHORIZATION OF BONDS – PURPOSE</u>. The performance of the Project is necessary to protect and preserve the public health, and in order to provide funds to finance the costs of the Project it is necessary to issue the Bonds as provided herein and as authorized by the Drain Code. The Series 2024 Drain Bonds (the "Bonds") aggregating the principal sum of not to exceed Twelve Million Three Hundred Thirty-Seven and 00/100 Dollars (\$12,337,000) shall be issued and sold pursuant to the provisions of the Drain Code, and other applicable statutory provisions, for the purpose of financing the cost of the Project.

The Bonds shall be issued in the aggregate principal amount 5. BOND DETAILS. of up to \$12,337,000 in anticipation of the collection of an equal amount of the Oakland-Macomb Interceptor Drain Drainage District Drain Bonds, Series 2024 Special Assessments to be collected in installments. The Bonds shall be designated "Oakland-Macomb Interceptor Drain Drainage District Drain Bonds, Series 2024 (Limited Tax General Obligation)," the principal of and interest thereon to be payable in the first instance from the Oakland-Macomb Interceptor Drain Series 2024 Special Assessments; shall be in the principal amount and shall be dated as of such date as shall be determined by the Chairperson or Secretary of the Drainage Board (the "Chairperson" or "Secretary") at the time of sale; shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof; shall bear interest at a rate or rates not exceeding 6% per annum to be determined upon the sale thereof payable on such dates as shall be determined at the time of sale; and shall mature on such dates and in such amounts as shall be determined at the time of sale.

6. <u>PAYMENT OF PRINCIPAL AND INTEREST</u>. The principal of and interest on the Bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the Bonds to the bond registrar and paying agent as they severally mature. Interest shall be paid to the registered owner of each Bond as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due be check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address.

7. <u>REDUCTION IN PRINCIPAL AMOUNT OF BOND ISSUE</u>. If the Chairperson shall determine that it is not necessary to sell any series of the Bonds in the amount of \$12,337,000 because of prepayments of special assessments, a reduction on the computation of costs, or otherwise, the Chairperson may by order reduce the principal amount of such series of Bonds to be sold to the amount deemed necessary so long as the proceeds of the sale of the Bonds will be sufficient to pay all of the costs of the portion of the Project intended to be financed by such series of Bonds, and the form Official Notice of Sale attached as **Exhibit E** (for a competitive sale) or as set forth in the request for proposal (for a negotiated sale), shall so provide or be changed accordingly.

8. <u>PRIOR REDEMPTION</u>. The Bonds shall be subject to redemption prior to maturity as such is ordered by the Chairperson or Secretary of the Drainage Board after consulting with the Bond Counsel and the Financial Consultant.

9. BOND REGISTRAR AND PAYING AGENT/BOOK-ENTRY-ONLY. The Chairperson or Secretary of the Drainage Board shall designate and enter into an agreement with a bond registrar and paying agent for the Bonds which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Chairperson or Secretary of the Drainage Board may from time to time as required designate a similarly qualified successor bond registrar and paying agent. If so designated the Bonds shall be deposited with a depository trustee designated by the Chairperson or Secretary of the Drainage Board who shall transfer ownership of interests in the Bonds by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Bonds. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the Chairperson or Secretary of the Drainage Board after consultation with the depository trustee. The Chairperson or Secretary of the Drainage Board is authorized to enter into any depository trust agreement on behalf of the Drainage District upon such terms and conditions as the Chairperson or Secretary of the Drainage Board shall deem appropriate and not otherwise prohibited by the terms of this Resolution, which Contract shall be executed by the Chairperson or Secretary of the Drainage Board. The depository trustee may be the same as the Registrar otherwise named by the Chairperson or Secretary of the Drainage Board, and the Bonds may be transferred in part by depository trust and in part by transfer of physical certificates as the Chairperson or Secretary of the Drainage Board may determine.

10. <u>EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS</u>. The Bonds shall be executed in the name of the Drainage District by the facsimile signatures of the Chairperson of the Drainage Board and Secretary of the Drainage Board and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent, and the

seal of the Drainage District (or a facsimile thereof) shall be impressed or imprinted on the Bonds. After the Bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the Chairperson or Secretary of the Drainage Board to the Purchaser upon receipt of the purchase price. Additional Bonds bearing the facsimile signatures of the Chairperson and Secretary of the Drainage Board and upon which the seal of the Drainage District (or a facsimile thereof) is impressed or imprinted may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of the Bonds. The bond registrar and paying agent shall indicate on each Bond the date of its authentication.

11. EXCHANGE AND TRANSFER OF BONDS.

(i) The Bonds, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bonds.

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

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

(iv) The Drainage District and the bond registrar and paying agent may deem and treat the person in whose name the Bonds shall be registered upon the books of the Drainage District as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all payments made to any such registered owner, or upon his or her order, in accordance with the provisions of Section 6 of this Resolution shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the Drainage District nor the bond registrar and paying agent shall be affected by any notice to the contrary. The Drainage District agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner. (v) For every exchange or transfer of the Bonds, the Drainage District or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

(vi) The bond registrar and paying agent shall not be required to transfer or exchange the Bonds or portion of the Bonds which has been selected for redemption.

12. <u>PRIMARY SECURITY</u>. The Bonds and the interest thereon are being issued in anticipation of and shall be payable from the Oakland-Macomb Interceptor Drain Bonds, Series 2024 Special Assessments pursuant to Section 528 of the Drain Code. All of the Oakland-Macomb Interceptor Drain Drainage District Drain Bonds, Series 2024 Special Assessments ("2024 Drain Special Assessments") are hereby pledged solely and only for the payment of the principal of and interest on the Bonds, and any additional bonds issued to complete the Project, including payment of acquisition, engineering, architectural, legal and financing expenses and costs of issuance in connection therewith, in accordance with this Resolution.

Nothing contained in this Resolution shall be construed to prevent the Drainage District from issuing additional bonds under the provisions of the Drain Code for any of the purposes authorized by the Drain Code, but any such bonds shall in no way have any lien on or be payable out of the 2024 Drain Special Assessments pledged to the payment of the Bonds of this authorized issue, except such additional bonds as may be necessary may be issued to complete the Project, or any of them, including payment of acquisition, engineering, legal and financing expenses and costs of issuance in connection therewith. Upon default in any of the Bonds or any additional bonds, to the extent any security or payments which constitute proceeds of such security may not be attributed to a particular series of bonds, it is the intention of the Drainage District that such security or payments will be shared on a parity basis by all holders of bonds for which such security has been pledged, subject to bankruptcy, fraudulent conveyance or other laws affecting creditors' rights generally now existing or hereafter enacted, and to the application of general principles of equity.

13. <u>SECONDARY SECURITY FOR BONDS.</u> Pursuant to authorization provided in the Drain Code and resolutions of Oakland County and Macomb County duly adopted or to be adopted by two-thirds (2/3) vote of the members of the Board of Commissioners of Oakland County and Macomb County, the full faith and credit of Oakland County and Macomb County has been or shall be pledged as a condition precedent to the issuance of the Bonds for the prompt payment of the principal of, and interest on the Bonds as the same shall become due in accordance with such resolutions. As provided or shall be provided in said resolutions and the Drain Code, in the event any Public Corporation in Oakland County shall fail to pay or neglect to account to the Macomb County Treasurer, for the amount of any special assessment installment and interest (in anticipation of which the Bonds are issued) when due, then the amount thereof shall be advanced from the funds of Oakland County or Macomb County, respectively, as provided in such resolutions, and the Oakland County Treasurer and the Macomb County Treasurer are directed to make such advancement to the extent necessary. If it becomes necessary for Oakland

County or Macomb County to so advance such moneys, they shall have such right or rights of reimbursement and any and all remedies therefor as provided by of the Drain Code or any other law.

14. <u>DEBT RETIREMENT FUND.</u> It shall be the duty of the Drainage District (the "Issuer"), after the adoption of this Resolution and the sale of the Bonds, to establish with the Treasurer of the Drainage District a special depository account to be named Oakland-Macomb Interceptor Drain Drainage District Drain Bonds, Series 2024 Debt Retirement Fund (hereinafter sometimes referred to as the "Debt Retirement Fund"), into which account it shall be the duty of the Issuer to deposit, as received, collections of the 2024 Special Assessments, any payments made by Oakland County or Macomb County pursuant to the provisions of Section 11 of this Resolution, and any additional moneys paid by the Issuer to be used for purchasing Bonds for retirement prior to maturity. After satisfaction of any obligations to rebate earnings to the United States, moneys from time to time on hand in said Debt Retirement Fund shall be used solely and only for the payment of the principal of and interest on the Bonds.

15. PROJECT FUND. It shall be the duty of the Issuer, after the adoption of this Resolution and the sale of the Bonds, to establish with the Treasurer of the Issuer a special depository account to be named Oakland-Macomb Interceptor Drain Drainage District Bonds Series 2024 Project Fund (hereinafter sometimes referred to as the "Project Fund"). The proceeds of the sale of the Bonds as received any premium paid by the purchaser of the Bonds shall be deposited in the Project Fund and used for the payment of the costs (including acquisition, engineering, architectural, legal and financing expenses) in connection with the purposes set forth herein which may include planning, designing, acquisition, construction and financing of the Project, and to pay the costs of issuance of the Bonds, the Drain Code and the provisions of Section 18(f) hereof. If applicable, (a) pending utilization of said funds for said purposes, such funds shall be invested, reinvested and deposited as permitted by Michigan law, which investments and deposits shall mature, or which shall be subject to redemption by the holder thereof at the option of the holder, not later than the respective dates, as estimated by the Issuer when such moneys will be required to pay the costs of issuance of the Bonds and the costs of the Project; (b) said investments and deposits shall be selected by the Treasurer of the Issuer; (c) after satisfaction of any obligations to rebate earnings to the United States, interest realized from such investments or deposits shall be considered as additional moneys for construction; and (d) surplus construction moneys, if any, remaining after paying the costs of issuance of the Bonds and the costs of the Project shall be used in accordance with the provisions of the Drain Code.

16. <u>FORM OF BONDS</u>. The Bonds shall be in substantially the following form, subject to such modifications on recommendation of the Drainage District's Bond Counsel:

UNITED STATES OF AMERICA STATE OF MICHIGAN COUNTY OF OAKLAND AND COUNTY OF MACOMB OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT DRAIN BONDS, SERIES 2024 (LIMITED TAX GENERAL OBLIGATION)

DATE OF

INTEREST RATE MATURITY DATE ORIGINAL ISSUE CUSIP

Registered Owner:

Principal Amount:

The Oakland-Macomb Interceptor Drain Drainage District, County of Oakland and County of Macomb, State of Michigan (the "Drainage District"), acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided. upon presentation and surrender of this bond at ____, as bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolutions (as hereinafter defined), and to pay to the Registered Owner, as shown on the registration books at the close of business on , by check or draft drawn upon, and mailed by, the bond registrar and paying agent by first-class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount from _____, ___, or such later date through which interest has been paid until the Drainage District's obligation with respect to the payment of such Principal Amount is discharged, at the rate per annum specified above. Interest is payable on the _____ day of __ and _ in each year, commencing on _____, ____. Principal and interest are payable in lawful money of the United States of America.

This bond is one of a series of bonds aggregating the principal sum of ________ Dollars (\$_______) issued by said Drainage District under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act 40, Public Acts of 1956, as amended) and resolutions adopted by the Drainage District (the "Resolutions") for the purpose hereof. The bonds are to be issued pursuant to Chapter 21 of Act No. 40, Public Acts of Michigan, 1956 ("Act 40") and provisions of Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34"), in anticipation of, and are primarily payable from the collection of the Oakland-Macomb Interceptor Drain Drainage District Drain Bonds, Series 2024 Special Assessments assessed against certain public corporations (the "Public Corporations. The full faith and credit of the Drainage District has been pledged for the payment of the principal of and interest on the Bonds of this series as the same shall become due. The Drainage District does not have the power to levy ad valorum property taxes.

As secondary security and pursuant to the authorization provided in Section 526 of Act 40, as amended, Oakland County and Macomb County, by resolutions of their respective Boards of Commissioners, have pledged or will pledge the full faith and credit of Oakland County and Macomb County for the prompt payment of the principal of, and interest on the Bonds as the same shall become due in accordance with such resolutions. As provided in said resolutions and the Drain Code, in the event any Public Corporations in Oakland County shall fail or neglect to account to the Oakland County Treasurer, and any Public Corporations in Macomb County shall fail or neglect to account to the Macomb County Treasurer, for the amount of any special assessment installment and interest (in anticipation of which the Bonds are issued) when due, then the amount thereof shall be advanced from the funds of Oakland County or Macomb County, respectively, as provided in such resolutions. The full faith and credit pledges of Oakland County and Macomb County are limited tax general obligations and are not subject to constitutional tax rate limitations.

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

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

The Bonds shall be subject to redemption as follows:

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

IN WITNESS WHEREOF, the Oakland-Macomb Interceptor Drain Drainage District, Counties of Oakland and Macomb, State of Michigan, by the Drainage Board, has caused this bond to be executed in its name by facsimile signatures of the Chairperson and Secretary of the Drainage Board and its corporate seal (or a facsimile thereof) to be impressed or imprinted hereon. This bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the bond registrar and paying agent.

OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT

By:___

Chairperson, Drainage Board

And:______Secretary, Drainage Board

CERTIFICATE OF AUTHENTICATION

This bond is one of a series of bonds described within the mentioned Order.

Bond Registrar and Paying Agent

By:

Authorized Representative

AUTHENTICATION DATE:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto ________ (please print or type name, address, and taxpayer identification number of transferee) the within bond and all rights thereunder and does hereby irrevocably constitute and appoint _______, attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

The signature must be guaranteed by a commercial bank, a trust company or a brokerage firm which is a member of a major stock exchange.

[END OF BOND FORM]

17. <u>CONTRACT WITH BONDHOLDERS.</u> The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Bonds from time to time, and after the issuance of the Bonds may not be amended. The provisions of this Resolution shall be enforceable by appropriate proceedings taken by such holder under the law.

18. <u>COVENANTS OF THE DRAINAGE DISTRICT TO BONDHOLDERS.</u> The Issuer covenants and agrees with the successive holders of the Bonds that so long as any of the Bonds remain unpaid as to either principal or interest:

- a. The Issuer will punctually perform all of its obligations and duties under this Resolution and will collect, aggregate and apply the Oakland-Macomb Interceptor Drain Series 2024 Special Assessments and other moneys paid by the Public Corporations, in the manner required under this Resolution and the Drain Code.
- b. The Issuer will promptly and punctually perform all of its legal obligations and duties relative to the prompt payment of the principal of and interest on the Bonds by virtue of the pledge of its full faith and credit for the payment thereof under the terms of this Resolution.
- c. The Issuer will apply and use the proceeds of sale of the Bonds in the manner required by the provisions of this Resolution and the Drain Code.
- d. The Issuer will maintain and keep proper books of record and account relative to the application of funds for the performance of the Project and the 2024 Special Assessments and other moneys received from the Public Corporations. Not later

than three (3) months after the end of each year, the Issuer shall cause to be prepared a statement, in reasonable detail, sworn to by its Secretary, showing the application of the proceeds of sale of the Bonds, the cash receipts of 2024 Special Assessments from the Public Corporations during such year and the application thereof, and such other information as may be necessary to enable any taxpayer or any registered owner of the Bonds, or anyone acting in their behalf, to be fully informed as to all matters pertaining to the performance of the Project and application of funds therefor, or for the payment of the Bonds during such year. A certified copy of said statement shall be filed with the Secretary of the Drainage Board.

- e. To the extent permitted by law, the Issuer shall take or abstain from taking all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, including, but not limited to, actions and abstentions from actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Bond proceeds and money deemed to be Bond proceeds.
- f. If for any reason the original 2024 Special Assessments shall not be sufficient to pay the principal of and interest on the Bonds when due, the Drainage Board shall make such additional assessments therefor as may be necessary, apportioned as in the first instance, as authorized by the provisions of Chapter 21 of the Drain Code.

19. <u>DEFEASANCE</u>. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of, premium if any, and interest on the Bonds or any portion of the Bonds, shall have been deposited in trust, this Bond Resolution shall be defeased with respect to such Bonds and the owners of the Bonds shall have no further right under this Bond Resolution except to receive payment of the principal of, premium if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

20. <u>PAYMENT OF ISSUANCE EXPENSES</u>. Part of the proceeds of the Bonds shall be used to pay the issuance expenses of the Bonds.

21. <u>INVESTMENTS</u>. Moneys in the Project Fund or the Debt Retirement Fund may be continuously invested and reinvested in United States government obligations, obligations the principal and interest on which are unconditionally guaranteed by the United States government, or in interest-bearing time deposits selected by the Chairperson which are permissible investments for surplus funds under Act No. 20, Public Acts of Michigan, 1943, as amended. Such investments shall mature, or be subject to redemption at the option of the holder, not later than the dates moneys in such fund will be required to pay the principal of, premium, if any, and interest on the Bonds. Obligations purchased as an investment of moneys in the Project Fund or Debt Retirement Fund shall be deemed at all times to be a part of such fund, and the interest accruing thereon and any profit realized from such investment shall be credited to such fund.

22. <u>DEPOSITORIES</u>. All of the banks located in the State of Michigan are hereby designated as permissible depositories of the moneys in the funds established by this Resolution, except that the moneys in the Bond Payment Fund shall only be deposited in such banks where the principal of, premium, if any, and interest on the Bonds are payable. The Secretary of the Drainage District shall select the depository or depositories to be used from those banks authorized in this Section.

23. <u>ARBITRAGE AND TAX COVENANTS</u>. Notwithstanding any other provision of this Resolution, the Drainage District covenants that it will not at any time or times:

(a) Permit any proceeds of the Bonds or any other funds of the Drainage District or under its control to be used directly or indirectly (i) to acquire any securities or obligations, the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) in a manner which would result in the exclusion of any Bond from the treatment afforded by Section 103(a) of the Code by reason of the classification of any Bond as a "private activity bond" within the meaning of Section 141(a) of the Code, as a "private loan bond" within the meaning of Section 141(a) of the Code or as an obligation guaranteed by the United States of America within the meaning of Section 149(b) of the Code; or

(b) Take any action, or fail to take any action (including failure to file any required information or other returns with the United States Internal Revenue Service or to rebate amounts to the United States, if required, at or before the time or times required), within its control which action or failure to act would (i) cause the interest on the Bonds to be includible in gross income for federal income tax purposes, cause the interest on the Bonds to be includible in computing any alternative minimum tax (other than the alternative minimum tax applicable to interest on all tax-exempt obligations generally) or cause the proceeds of the Bonds to be used directly or indirectly by an organization described in Section 501(c)(3) of the Code, or (ii) adversely affect the exemption of the Bonds and the interest thereon from the State of Michigan income taxation.

24. <u>NOT QUALIFIED TAX-EXEMPT OBLIGATIONS</u>. The Bonds are <u>not</u> designated as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of Section 265 of the Code unless, at the time of the publication of the Official Notice of Sale (for a competitive sale) or set forth in the request for proposal (for a negotiated sale) as authorized herein, the Bonds are determined to be eligible for such designation in which case the Notice of Sale or Request for Proposal shall reflect such change.

25. <u>DEFEASANCE OR REDEMPTION OF BONDS</u>. If at any time,

(a) the whole amount of the principal of, premium, if any, and interest on all outstanding Bonds shall be paid, or

(b) (i) sufficient moneys, or Government Obligations (as defined in this Section) not callable prior to maturity, the principal of, premium, if any, and interest on which when due and payable will provide sufficient moneys, to pay the whole amount of the principal of, premium, if any, and interest on all outstanding Bonds as and when due at maturity or upon redemption prior to maturity shall be deposited with and held by a trustee or an escrow agent for the purpose of paying the principal of, premium, if any, and interest on such Bonds as and when due, and (ii) in the case of redemption prior to maturity, all outstanding Bonds shall have been duly called for redemption (or irrevocable instructions to call such Bonds for redemption shall have been given)

then, at the time of the payment referred to in clause (a) of this Section or of the deposit referred to in clause (b) of this Section, the Drainage District shall be released from all further obligations under this Resolution, and any moneys or other assets then held or pledged pursuant to this Resolution for the purpose of paying the principal of, premium, if any, and interest on the Bonds (other than the moneys deposited with and held by a trustee or an escrow agent as provided in clause (b) of this Section) shall be released from the conditions of this Resolution, paid over to the Drainage District and considered excess proceeds of the Bonds. In the event moneys or Government Obligations shall be so deposited and held, the trustee or escrow agent holding such moneys or Government Obligations shall, within 30 days after such moneys or Government Obligations shall have been so deposited, cause a notice signed by it to be given to the registered holders hereof not more than sixty (60) days nor less than forty-five (45) days prior to the redemption setting forth the date or dates, if any, designated for the redemption of the Bonds, a description of the moneys or Government Obligations so held by it and that the Drainage District has been released from its obligations under this Resolution. All moneys and Government Obligations so deposited and held shall be held in trust and applied only to the payment of the principal of, premium, if any, and interest on the Bonds at maturity or upon redemption prior to maturity, as the case may be, as provided in this Section.

The trustee or escrow agent referred to in this Section shall (a) be a bank or trust company permitted by law to offer and offering the required services, (b) be appointed by resolution of the Drainage District, and (c) at the time of its appointment and so long as it is serving as such, have at least \$25,000,000 of capital and unimpaired surplus. The same bank or trust company may serve as trustee or escrow agent under this Section and as Bond Registrar so long as it is otherwise eligible to serve in each such capacity.

As used in this Section, the term "Government Obligations" means direct obligations of, or obligations the principal, premium, if any, and interest on which are unconditionally guaranteed by, `the United States of America.

26. <u>APPROVAL OF THE DEPARTMENT OF TREASURY</u>. The issuance and sale of the Bonds may be subject to permission being granted therefor by the Department of Treasury of the State of Michigan and the Chairperson may make application, if necessary, to the Department of Treasury for permission to issue and sell the Bonds as provided by the terms of this resolution.

27. <u>SALE, AWARD, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF</u> <u>BONDS</u>. The Chairperson or Secretary of the Drainage Board shall determine the principal amount of the Bonds to be sold and shall determine the other bond details as described in this Resolution. The Chairperson or Secretary is authorized to award the Bonds as provided herein and to do all things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the Bonds in accordance with the provisions of this resolution.

28. REPLACEMENT OF BONDS. Upon receipt by the Chairperson or Secretary of the Drainage Board of proof of ownership of an unmatured bond, of satisfactory evidence that the bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the Chairperson or the Secretary, the Chairperson or the Secretary may authorize the bond registrar and paying agent to deliver a new executed bond to replace the bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured bond is lost, apparently destroyed or wrongfully taken, the Chairperson or a Secretary may authorize the bond registrar and paying agent to pay the bond without presentation upon the receipt of the same documentation required for the delivery of a replacement bond. The bond registrar and paying agent for each new bond delivered or paid without presentation as provided above shall require the payment of expenses, including counsel fees, that may be incurred by the bond registrar and paying agent and the Drainage District in the premises. Any bond delivered pursuant to the provisions of this Section 15 in lieu of any bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the bond in substitution for which such bond was delivered.

29. <u>ESTIMATES OF PERIOD OF USEFULNESS AND COST.</u> The estimated period of usefulness of the Project is determined to be thirty (30) years and upwards. The estimated cost of the Project (\$127,540,000), as submitted to this Drainage Board and attached as Exhibit A, is approved and adopted.

30. <u>TAX COVENANT</u>. The Drainage District covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended, necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes. The Chairperson or Secretary is authorized to do all things necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes.

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

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

33. <u>FILING WITH MUNICIPAL FINANCE DIVISION</u>. If necessary, the Chairperson or Secretary is authorized and directed to:

- (a) apply to the Municipal Finance Division of the Michigan Department of Treasury for approval of the sale of the Bonds;
- (b) file with such application all required supporting material; and
- (c) pay all fees required in connection therewith.

34. <u>COMPETITIVE SALE OR NEGOTIATED SALE</u>. Depending on the circumstances in the future the Drainage District wants to have the flexibility to sell the Bonds at either a Competitive or Negotiated sale as shall be determined by either the Chairperson or the Secretary.

(a) <u>COMPETITIVE SALE</u>: If a Competitive Sale is chosen the Drainage District hereby authorizes its Bond Counsel to publish a Notice of Sale at least seven days prior to the date fixed for receipt of bids for the purchase of the Bonds. The Notice of Sale shall be in substantially the form approved by the Chairperson or the Secretary after conferring with Bond Counsel. The Bond Counsel and Financial Consultant are hereby designated to act for and on behalf of the Drainage District to receive bids for the purchase of the Bonds and to take all other steps necessary in connection with the sale, issuance, transfer and delivery thereof in accordance with the provisions of this resolution.

(b) <u>NEGOTIATED SALE:</u> If a Negotiated sale is chosen, the Bonds may be sold pursuant to a negotiated sale as hereinafter provided if it is determined that such negotiated sale is in the best interests of the Drainage District and is calculated to provide the maximum flexibility and cost savings in pricing the Bonds. The Chairperson or Secretary of the Drainage Board is designated as an "Authorized Officer" and is hereby authorized to negotiate and enter into a bond purchase agreement with a Bank or an underwriter and any co-managing underwriters to be selected by the Authorized Officer after a placement agent has solicited proposals from Banks and other Underwriters at or prior to the time of the sale of the Bonds (together, the "Underwriters"), which bond purchase agreement shall set forth the principal amount, principal maturities and dates, interest rates and interest payment dates, redemption provisions, if any, purchase price to be paid by the Underwriters and compensation to be paid to the Underwriters, as

well as such other terms and provisions as the Authorized Officer determines to be necessary or appropriate in connection with the sale of the Bonds. The Authorized Officer of the Drainage Board is authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer, and exchange of the Bonds in accordance with the provisions of this resolution. To save time and cost the Drainage District may apply for a municipal bond rating exemption waiver from the Michigan Department of Treasury. In making the determinations in the bond purchase agreement with respect to principal maturities and dates, interest rates, purchase price of the Bonds and compensation to be paid to the Underwriters, the Authorized Officer shall be limited as follows:

(i) The interest rate on any bond shall not exceed 6.00% per annum.

(ii) The Underwriters' discount with respect to the Bonds or the compensation to be paid to the Underwriters shall not exceed 1.00% of the principal amount of the Bonds.

35. <u>RETENTION OF BOND COUNSEL</u>. The firm of Clark Hill, PLC, attorneys of Detroit, Michigan, is hereby retained to act as bond counsel for the Drainage District in connection with the issuance, sale and delivery of the Bonds.

36. <u>RETENTION OF FINANCIAL CONSULTANTS</u>. MFCI, LLC, Milford, Michigan, is hereby retained to act as financial consultant and advisor to the Drainage District in connection with the sale and delivery of the Bonds.

37. <u>AMENDMENT TO ROLL NO.1.</u> Roll No. 1 may be prepared in part based on estimates of the costs of the Project. In addition to other supplements, amendments or revisions authorized by this resolution, upon receipt of the final costs of the Project, the Chairperson and Secretary are authorized to amend Roll No. 1 to reduce the amount of the assessments and the annual installments of the special assessments due on Roll No. 1 based on the final costs of the Project; provided, however, the amount of such special assessments and annual installments shall not be less than the amount of principal outstanding on any Bonds corresponding to Roll No. 1 and issued pursuant to this resolution.

38. <u>AMENDMENTS AND SUPPLEMENTAL RESOLUTIONS</u>. The Drainage Board may from time to time adopt such amendments to this Resolution as are necessary for the issuance of the Bonds. In addition, the Drainage Board may adopt such supplemental resolutions as are necessary for the issuance of any series of Bonds authorized pursuant to this Resolution.

39. <u>CONFLICTING RESOLUTIONS</u>. All resolutions and parts of resolutions in conflict with the foregoing are hereby rescinded.

40. <u>EFFECTIVE DATE</u>. This Resolution shall become effective immediately upon its adoption and shall be recorded in the minutes of the Drainage District as soon as practicable after adoption.

A roll-call vote on the foregoing resolution was taken and was as follows:

YES:

NO: _____

ABSTAIN:

The resolution was declared adopted.

CERTIFICATION OF PROCEEDINGS

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Drainage Board for the Oakland-Macomb Interceptor Drain Drainage District held in Waterford, Township, Michigan on June 12, 2024; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as the same may be or has been expanded, extended, supplemented or replaced from time to time and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

DATED: June 12, 2024

Jim Nash, Secretary of the Drainage Board

EXHIBIT A

Oakland-Macomb Interceptor Drain Drainage District Bonds, Series 2024 <u>Project and Project Costs</u>

OMID Odor-Corrosion Project Description for Bonds

The Oakland-Macomb Interceptor Drain (OMID) interceptor system was originally constructed in the 1970s and is approaching 50 years in age. The system has experienced degradation due to sulfuric acid formed from hydrogen sulfide (H₂S). The H₂S emitted from the system has also been the source of odor complaints. While the OMID system has been lined in many sections, the H₂S still poses a threat to unlined components as well as a continual odor issue in certain locations. Accordingly, the H₂S must be addressed to prevent further degradation, extend the interceptor system life, and reduce odor complaints throughout the system.

The OMID Odor and Corrosion Control Project will provide the Owner with new odor and control systems at two sites in Sterling Heights, Macomb County, Michigan to reduce the impact of H₂S in the system. The Work includes the following:

- 1. Meter ST-S-1 Site (Utica and Dodge Park):
 - a. Demolition of existing odor control unit and associated ductwork at Meter ST-S-1 at Utica Road/Dodge Park Road.
 - b. Demolition of guardrail, concrete sidewalk, and other site features
 - c. Installation of an activated carbon vessel, exhaust fan with variable frequency drive (VFD) and ancillary facilities.
 - d. Installation of 480V 3-phase power and ancillary wiring and panels.
 - e. Modifications to the irrigation system.
 - f. Installation of landscaping
 - g. Installation of emergency pressure relief vent.
 - h. Make other improvements to on-site structures as needed to facilitate the Project.
- 2. Meter ST-S-3 Site (Sorrento and Dodge Park):
 - a. Demolition of above-grade facilities associated with the Meter ST-S-3 vault at Dodge Park Road/Sorrento Boulevard.
 - b. Demolition of existing site fencing and other site features
 - c. Demolition of partial underground sheeting
 - d. Installation of an activated carbon facility, exhaust fan with variable frequency drive (VFD), and other appurtenance facilities.
 - e. Installation of 480V 3-phase power and ancillary wiring and panels.
 - f. Construct a replica house structure with a basement foundation to contain the new equipment.
 - g. Make other improvements to on-site structures as needed to facilitate the Project.
- 3. Other sites:
 - a. Installation of emergency pressure relief vents at control structures CS-5, CS-9, PCI—7-107 and PCI-7-109 in the ITC corridor and Sterling Heights.

EXHIBIT B

Oakland-Macomb Interceptor Drain – Public Corporations

The Bonds are to be issued in anticipation of the collection of Oakland-Macomb Interceptor Drain Bonds Series 2024 Special Assessments, under the provisions of Chapter 21 of Act 40, Public Acts of Michigan, 1956, as amended (the "Drain Code" or "Act 40"), against the following Public Corporations:

		33.1000%
County of Oakland		Percentage
PUBLIC CORPORATION	<u>NS</u>	of Project
City of Auburn Hills		4.9705%
Independence Township		
(incl. Village of Clarl	kston)	2.4213%
City of Lake Angelus		0.0185%
Village of Lake Orion		0.3409%
Oakland Township		1.0393%
Orion Township		3.1494%
Oxford Township		1.2468%
Village of Oxford		0.5928%
City of Rochester		1.9526%
City of Rochester Hills		8.1106%
Waterford Township		7.6159%
West Bloomfield Townshi	р	1.6414%
County of Oakland Tota	ıl	33.1000%
		66.9000%
County of Macomb		Percentage
PUBLIC CORPORATION	<u>NS</u>	of Project
Chesterfield Township		4.9783%
Clinton Township		13.9899%
City of Fraser		2.8103%
Harrison Township		4.1896%
Lenox Township		0.7827%
Macomb Township		9.4656%
Village of New Haven		0.5614%
Shelby Township		6.5484%
City of Sterling Heights		20.6591%
City of Utica		1.0966%
Washington Township		1.8181%
County of Macomb Tot	al	66.9000%
C	Combined Total:	100.0000%

The assessments are a general obligation of the Public Corporations, and are payable from the respective Public Corporations' general funds or from ad valorem taxes which may be levied on all taxable property in the Public Corporation, subject to constitutional, statutory and charter limitations. under the applicable provisions of the Drain Code with respect to the Project, for the purpose of paying the costs of performing certain drainage projects and the costs of issuance of the Bonds.

EXHIBIT C

OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT, DRAIN BONDS SERIES 2024 SPECIAL ASSESSMENT ROLL NO. 1

(An Inter-County Drain in Oakland and Macomb Counties, Michigan)

Oakland-Macomb Interceptor Drain Drainage District Drain Bonds, Series 2024 Special Assessment Roll No. 1 ("Roll No. 1")

(An Inter-County Drain in Oakland County and Macomb County, Michigan)

Dated: June 12, 2024

Total Amount Assessed for the Project Costs:	\$	12,077,000
Total Prepayments:		-
Total Project Cost Bonded:		12,077,000
Estimated Total Amount to be Assessed for the Financing		
Costs (Including Est. Underwriter Discount):		260,000
Financing Contingency:		-
Total Bond Issue*:	\$	12,337,000
	Ψ	12,007,000

*Including Financing Costs and Contingency

<u>County of Oakland</u> <u>PUBLIC CORPORATIONS</u>	33.1000% Percentage of Project	Amount Assessed for Project	Amount Assessed for Financing Costs	Amount Assessed for Bond Issue	33.1000% Percentage of Bond Issue
City of Auburn Hills	4.9705%	\$600,287	\$12,923	\$613,210	4.9705%
Independence Township (incl. Village of Clarkston)	2.4213%	202 420	6.295	200 715	2.4213%
ε ,	2.4213%	292,420 2,234	6,295	298,715 2,282	2.4213%
City of Lake Angelus Village of Lake Orion	0.3409%	41,170	48 886	42,056	0.3409%
Oakland Township	1.0393%	125,516	2,702	128,218	1.0393%
Orion Township	3.1494%	380,353	2,702 8,188	388,541	3.1494%
Oxford Township	1.2468%	150,576	3,242	153,818	1.2468%
Village of Oxford	0.5928%	71,592	3,242	,	0.5928%
City of Rochester	1.9526%	235,816	5,077	73,133 240,893	1.9526%
City of Rochester Hills	8.1106%	233,810 979,517	21,088	1,000,605	8.1106%
Waterford Township	7.6159%	919,317	19,801	939,573	7.6159%
West Bloomfield Township	1.6414%	198,232	4,268	202,500	1.6414%
County of Oakland Total	33.1000%	\$3,997,485	\$86,059	\$4,083,544	33.1000%
	33.1000%	\$3,997,483	\$80,039	\$4,083,344	33.1000%
-	66.9000%	Amount	Amount	Amount	66.9000%
County of Macomb	Percentage	Assessed	Assessed for	Assessed	Percentage
PUBLIC CORPORATIONS	of Project	for Project	Financing Costs	for Bond Issue	of Bond Issue
	01110j000	lor Project	Financing Costs	TOT DOILU ISSUE	of Dona Issue
Chesterfield Township	4.9783%	<u> </u>	0		4.9783%
Chesterfield Township Clinton Township	4.9783%	\$601,229	\$12,944	\$614,173	4.9783%
Clinton Township	<u> </u>	\$601,229 1,689,560	\$12,944 36,374	\$614,173 1,725,934	
Clinton Township City of Fraser	4.9783% 13.9899%	\$601,229 1,689,560 339,400	\$12,944 36,374 7,307	\$614,173 1,725,934 346,707	4.9783% 13.9899% 2.8103%
Clinton Township City of Fraser Harrison Township	4.9783% 13.9899% 2.8103%	\$601,229 1,689,560 339,400 505,978	\$12,944 36,374 7,307 10,893	\$614,173 1,725,934 346,707 516,871	4.9783% 13.9899%
Clinton Township City of Fraser Harrison Township Lenox Township	4.9783% 13.9899% 2.8103% 4.1896%	\$601,229 1,689,560 339,400 505,978 94,527	\$12,944 36,374 7,307	\$614,173 1,725,934 346,707	4.9783% 13.9899% 2.8103% 4.1896%
Clinton Township City of Fraser Harrison Township Lenox Township Macomb Township	4.9783% 13.9899% 2.8103% 4.1896% 0.7827%	\$601,229 1,689,560 339,400 505,978 94,527 1,143,161	\$12,944 36,374 7,307 10,893 2,035 24,611	\$614,173 1,725,934 346,707 516,871 96,562	4.9783% 13.9899% 2.8103% 4.1896% 0.7827%
Clinton Township City of Fraser Harrison Township Lenox Township Macomb Township Village of New Haven	4.9783% 13.9899% 2.8103% 4.1896% 0.7827% 9.4656%	\$601,229 1,689,560 339,400 505,978 94,527 1,143,161 67,800	\$12,944 36,374 7,307 10,893 2,035 24,611 1,460	\$614,173 1,725,934 346,707 516,871 96,562 1,167,772 69,260	4.9783% 13.9899% 2.8103% 4.1896% 0.7827% 9.4656%
Clinton Township City of Fraser Harrison Township Lenox Township Macomb Township Village of New Haven Shelby Township	4.9783% 13.9899% 2.8103% 4.1896% 0.7827% 9.4656% 0.5614% 6.5484%	\$601,229 1,689,560 339,400 505,978 94,527 1,143,161 67,800 790,850	\$12,944 36,374 7,307 10,893 2,035 24,611 1,460 17,026	\$614,173 1,725,934 346,707 516,871 96,562 1,167,772 69,260 807,876	4.9783% 13.9899% 2.8103% 4.1896% 0.7827% 9.4656% 0.5614% 6.5484%
Clinton Township City of Fraser Harrison Township Lenox Township Macomb Township Village of New Haven Shelby Township City of Sterling Heights	4.9783% 13.9899% 2.8103% 4.1896% 0.7827% 9.4656% 0.5614%	\$601,229 1,689,560 339,400 505,978 94,527 1,143,161 67,800 790,850 2,495,002	\$12,944 36,374 7,307 10,893 2,035 24,611 1,460 17,026 53,713	\$614,173 1,725,934 346,707 516,871 96,562 1,167,772 69,260 807,876 2,548,715	4.9783% 13.9899% 2.8103% 4.1896% 0.7827% 9.4656% 0.5614%
Clinton Township City of Fraser Harrison Township Lenox Township Macomb Township Village of New Haven Shelby Township City of Sterling Heights City of Utica	4.9783% 13.9899% 2.8103% 4.1896% 0.7827% 9.4656% 0.5614% 6.5484% 20.6591%	\$601,229 1,689,560 339,400 505,978 94,527 1,143,161 67,800 790,850 2,495,002 132,436	\$12,944 36,374 7,307 10,893 2,035 24,611 1,460 17,026 53,713 2,851	\$614,173 1,725,934 346,707 516,871 96,562 1,167,772 69,260 807,876	4.9783% 13.9899% 2.8103% 4.1896% 0.7827% 9.4656% 0.5614% 6.5484% 20.6591%
Clinton Township City of Fraser Harrison Township Lenox Township Macomb Township Village of New Haven Shelby Township City of Sterling Heights	4.9783% 13.9899% 2.8103% 4.1896% 0.7827% 9.4656% 0.5614% 6.5484% 20.6591% 1.0966%	\$601,229 1,689,560 339,400 505,978 94,527 1,143,161 67,800 790,850 2,495,002	\$12,944 36,374 7,307 10,893 2,035 24,611 1,460 17,026 53,713	\$614,173 1,725,934 346,707 516,871 96,562 1,167,772 69,260 807,876 2,548,715 135,287	4.9783% 13.9899% 2.8103% 4.1896% 0.7827% 9.4656% 0.5614% 6.5484% 20.6591% 1.0966%
Clinton Township City of Fraser Harrison Township Lenox Township Macomb Township Village of New Haven Shelby Township City of Sterling Heights City of Utica Washington Township	4.9783% 13.9899% 2.8103% 4.1896% 0.7827% 9.4656% 0.5614% 6.5484% 20.6591% 1.0966% 1.8181%	\$601,229 1,689,560 339,400 505,978 94,527 1,143,161 67,800 790,850 2,495,002 132,436 219,572	\$12,944 36,374 7,307 10,893 2,035 24,611 1,460 17,026 53,713 2,851 4,727	\$614,173 1,725,934 346,707 516,871 96,562 1,167,772 69,260 807,876 2,548,715 135,287 224,299	4.9783% 13.9899% 2.8103% 4.1896% 0.7827% 9.4656% 0.5614% 6.5484% 20.6591% 1.0966% 1.8181%

EXHIBIT D

Project Cost Estimate for PRJ-1-7059 Odor and Corrosion Control Systems OMIDDD 5-Jun-24

		To	otal Cost
1) Construction (FAC)	 		7 440 000
Project Construction Cost (Est) (731472)	Sub-Total	Þ 2	7,419,000
2) Project Development: Engineering Consulting (ENG CON) Preliminary Design (730639)	Sub-Total 4	Þ	7,415,000
Design (730639) CCA (731444)	ę	\$	1,100,000
Scheduling Consultant (731458)	9	\$	1,990,000
Additional Special Services (730373)		\$	75,000
	Sub-Total	\$	3,090,000
3) Project Financing & Legal (LEGAL)			
Project Insurance (730940)	5	\$	-
Bond Issuance (Legal) (731073)		\$	31,988
Bond Issuance (Financial Consultant) (731458)	5	\$	31,000
Estimated Underwriter Fee (1.50% of Total Borrowing Amt.)		\$	172,410
Bond Rating Fee		\$	20,000
Publications		\$	3,000
Paying Agent Fee		\$	500
State of Michigan Fee		\$	1,000
Legal Fees (contract agreements) (731073)	5	\$	50,000
Wetland Mitigation		\$	-
	Sub-Total	\$	310,000
3) Right-of-Way Services (ROW)			
Easement Fees	:	\$	25,000
Legal Fees (easement) (731073)			
Permits	:	\$	20,000
County Personnel Time		\$	32,030
	Sub-Total	\$	77,000
4) Exclusive County Services:			
Administration (ADM)	:	\$	-
Engineering-OCWRC (ENG)	:	\$	223,996
Construction Inspection (INS)	:	\$	86,404
Surveying (SUR)		\$	5,000
O&M/Equipment Startup and Training/Corrections-OCWRC (STD)		\$	3,691
	Sub-Total	\$	319,000
5) Subtotal:		\$	11,215,000
6) Contingency (10%)	_	\$	1,122,000

\$ 1,122,000 Total Project Cost \$ 12,337,000

7) CVT Shares/Allocation: Bonded

I hereby certify the period of usefulness of these facilities to be (20) years and upwards.

By: Jen Cook/PE

Project Engineer

By:

Joel Brown, PE Chief Engineer

EXHIBIT E

[FORM OF OFFICIAL NOTICE OF SALE]

OFFICIAL NOTICE OF SALE

\$_

STATE OF MICHIGAN COUNTY OF OAKLAND AND COUNTY OF MACOMB OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT BONDS, SERIES 2024 (LIMITED TAX GENERAL OBLIGATION)

SEALED OR ELECTRONIC BIDS: Sealed written bids for the purchase of the bonds described herein (the "Bonds") will be received by the undersigned for and on behalf of the Oakland-Macomb Interceptor Drain Drainage District (the "Drainage District" or "Issuer") at the Drainage District Drain Board at ______, on _____, ____ until __:___.m., Eastern ______ Time, at which time and place said bids will be publicly opened and read.

In the alternative, sealed written bids will also be received on the same date and until the same time by an agent of the undersigned at the Municipal Advisory Council of Michigan, 26211 Central Park Blvd, Suite 508, Southfield, Michigan 48073, where they will be publicly opened simultaneously. Bids received at Southfield, Michigan, will be read first, followed by those bids received at the alternate location. Bidders may choose either location to present bids and good faith checks, but not both locations. Any bidder may submit a bid in person to either proposing location. However, no bidder is authorized to submit a FAX bid to ______.

<u>Also in the alternative</u>, <u>electronic bids</u> will also be received on the same date and until the same time by an agent of the undersigned Bidcomp/Parity. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Eric Washington, 1359 Broadway, 2nd Floor, New York, New York, 10018, (212) 849-5021.

If any provision of this Notice of Sale shall conflict with information provided by Bidcomp/Parity as the approved provider of electronic proposing services, this Official Notice of Sale shall control.

The Bonds will be awarded or all bids will be rejected by the ______ at a proceeding to be held within twenty-four hours of the sale.

BOND DETAILS: The Bonds will be dated ______1, ____ and will be known as "Oakland-Macomb Interceptor Drain Drainage District Bonds (Limited Tax General Obligation) Series 2024 (2024 Issue)". The Bonds will be fully registered Bonds in any one or more denominations of \$5,000 or a multiple of \$5,000, numbered from 1 upwards and will bear interest from their date payable January 1, 2024 and semi-annually thereafter until maturity. The Bonds will mature on the 1st day of July in each year as follows:

YEAR AMOUNT YEAR AMOUNT

INTEREST RATE AND BIDDING DETAILS: The Bonds shall bear interest at a rate or rates not exceeding 6% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/100 of 1%, or both. The interest on any one bond shall be at one rate only. All bonds maturing in any one year must carry the same interest rate. THE INTEREST RATE BORNE BY BONDS MATURING IN ANY YEAR SHALL NOT BE AT A RATE LOWER THAN THE RATE BORNE BY BONDS MATURING IN ANY PRECEDING YEAR. No bid for the purchase of less than all of the Bonds, at a price less than __% or more than __% of their par value or at an interest rate or rates that will result in a net interest cost exceeding __%, will be considered.

TERM BOND OPTION: Bonds maturing in the years _____, inclusive, are eligible for designation by the original purchaser at the time of sale as serial Bonds or term Bonds, or both. There may be more than one Term Bond maturity. However, principal maturities designated as Term Bonds shall be subject to mandatory redemption, in part, by lot, at par and accrued interest on ______ 1st of the year in which the Bonds are presently scheduled to mature. Each maturity of Term Bonds and Serial bonds must carry the same interest rate. Any such designation must be made at the time the bids are submitted.

BOOK-ENTRY-ONLY: The Bonds will be issued in book-entry-only form as one fullyregistered bond per maturity and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Bonds. Purchase of the Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Bidders will not receive certificates representing their interest in Bonds purchased. The book-entry-only system is described further in the nearly final official statement for the Bonds.

BOND REGISTRAR, PAYING AGENT AND DATE OF RECORD:

_____, Michigan has been selected as paying agent and bond registrar (the "Bond Registrar") for the Bonds. The Bond Registrar will keep records of the registered holders of the Bonds, serve as transfer agent for the Bonds, authenticate the original and any re-issued bonds and pay interest by check or draft mailed to the registered holders of the Bonds as shown on the registration books of the Drainage District kept by the Bond Registrar on the applicable date of record. The date of record for each interest payment shall be the 15th day of the month before such payment is due. The principal of and redemption premium, if any, on the Bonds will be paid when due upon presentation and surrender thereof to the Bond Registrar. As long as DTC, or its nominee Cede & Co., is the registered owner of the Bonds, payments will be made directly to such registered owner. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Bonds is the responsibility of DTC participants and indirect participants as described in the Preliminary Official Statement for the Bonds. The Issuer may from time to time as required designate a successor bond registrar and paying agent.

<u>PURPOSE AND SECURITY</u>: The Bonds are being issued pursuant to Act No. 40, Public Acts of Michigan, 1956, as amended ("Act 40") for the following purposes: [To be inserted by Bond Counsel]

The Drainage District's Bonds are being issued in anticipation of the collection of an equal amount of special assessments against the Public Corporations on the Bonds Special Assessment Roll for the Oakland-Macomb Interceptor Drain adopted by the Drainage Board. The full faith and credit of the Drainage District is pledged hereby for the prompt payment of the principal of and interest on the Bonds as the same shall become due. The limited tax full faith and credit of the County of Oakland has been pledged for the prompt payment of the principal of and interest on the Bonds pursuant to a resolution to that effect approved by two-thirds of the members-elect of the Board of Commissioners of the County of Oakland. The limited tax full faith and credit of the County of Macomb has been pledged for the prompt payment of the principal of and interest on the Bonds pursuant to a resolution to that effect approved by two-thirds of the members-elect of the Board of Commissioners of the County of Oakland. The limited tax full faith and credit of the County of Macomb has been pledged for the prompt payment of the principal of and interest on the Bonds pursuant to a resolution to that effect approved by two-thirds of the members-elect of the Board of Commissioners of the County of Macomb.

<u>ADJUSTMENT IN PRINCIPAL AMOUNT</u>: The aggregate principal amount of this issue has been determined as the amount necessary to construct the project and pay a portion or all of the costs of issuance of the Bonds, assuming certain conditions and events exist on the date of sale. The Drainage District reserves the right to increase or decrease the total par amount of the Bonds by any amount prior to the sale or following the opening of bids. The increase or decrease may be made in any one or more maturities. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful bidder for all maturities will not change. In the case of a bid with a premium, the aggregate amount of the Bonds will generally be reduced by at least the amount of the premium offered. The successful bidder may not withdraw the bid as a result of any changes made within these limits.

ADJUSTMENT IN DISCOUNT/PREMIUM: In the event the principal amount of this issue is increased or decreased, the premium or discount bid, if any, will be adjusted upwards or downwards so that it is the same percent as the premium or discount originally bid.

BOND INSURANCE AT PURCHASER'S OPTION: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser. Any additional rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE DRAINAGE DISTRICT.

GOOD FAITH: A certified or cashier's check drawn upon an incorporated bank or trust company or a wire transfer in an amount equal to 2% (\$_____) of the face amount of the Bonds, and payable to the order of the Drainage District will be required of the successful bidder as a guarantee of good faith on the part of the bidder, to be forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the Bonds. If a check is used, it must accompany each bid. If a wire transfer is used, the successful bidder is required to wire the good faith deposit not later than Noon, prevailing Eastern Time, on the next business day following the sale using the wire instructions provided by MFCI LLC. The good faith deposit will be applied to the purchase price of the Bonds. No interest shall be allowed on the good faith checks, and checks of each unsuccessful bidder will be promptly returned to such bidder's representative or by registered mail. The good faith check of the successful bidder will be cashed immediately, in which event, payment of the balance of the purchase price of the Bonds shall be made at the closing.

<u>AWARD OF THE BONDS – TRUE INTEREST COST</u>: The Bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on ______ and semi-annually thereafter) necessary to discount the debt service payments from their respective payment dates to ______ in an amount equal to the price bid, excluding accrued interest. ______ is the anticipated date of delivery of the Bonds.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Clark Hill PLC, attorneys of Detroit, Michigan (the "Bond Counsel") a copy of which opinion will be printed on the reverse side of each bond and the original of which will be furnished without expense to the purchaser of the Bonds at the delivery thereof. The fees of Bond Counsel for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue such opinion and as described in the official statement, Bond Counsel has not been requested to examine or review and has not examined or reviewed any financial documents, statements or other materials that have been or may be furnished in connection with the authorization, issuance or marketing of the Bonds, and therefore, has not expressed and will not express an opinion with respect to the accuracy or completeness of the official statement or any such financial documents, statements or materials. THE ISSUER RESERVES THE RIGHT TO REJECT ANY BID CONDITIONED ON ANY OTHER LEGAL REVIEW OR ANY OTHER CONDITION OF THE TRANSACTION IF IT IIS MADE A CONDITION OF THE BID.

TAX MATTERS: [To be inserted by Bond Counsel]

<u>"NOT QUALIFIED TAX EXEMPT OBLIGATIONS"</u>: The Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986.

"CERTIFICATE REGARDING ISSUE PRICE": The winning bidder shall assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form provided by Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Issuer and Bond Counsel. All actions to be taken by the Issuer under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

The Issuer intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

(1) the Issuer is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(2) all bidders shall have an equal opportunity to bid;

(3) the Issuer anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(4) the Issuer anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that competitive sale requirements are satisfied, the winning bidder shall be expected to certify as to the reasonably expected initially offering price of the Bonds to the public.

In the event that the competitive sale requirements are not satisfied, the Issuer shall so advise the winning bidder. The Issuer shall treat (i) the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as of the sale date as the issue price of that maturity and (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds not satisfying the 10% test as of the sale date as the issue price of that maturity and (iii), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the Issuer if any maturity of the Bonds (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) that does not satisfy the 10% test as of the date and time of the Bonds. Any maturity of the Bonds (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) that does not satisfy the 10% test as of the date and time of the award of the Bonds shall be subject to the hold-the-offering-price rule. Bids will <u>not</u> be subject to cancellation in the event that any maturity of the Bonds is subject to the hold-the-offering-price rule. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds.

By submitting a bid, each bidder confirms that, except as otherwise provided in its bid, it has an established industry reputation for underwriting new issuances of municipal bonds, and, further, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5^{th}) business day after the sale date; or

(2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the Issuer when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Issuer acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the related pricing wires. The Issuer further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to comply with the hold-the-offering-price rule if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to comply with the hold-the-offering-price rule if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of

another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date that the Bonds are awarded by the Issuer to the winning bidder.

DELIVERY OF BONDS: The Drainage District will furnish Bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of delivery of the Bonds. If the Bonds are not tendered for delivery by twelve o'clock noon, Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the Bonds, withdraw its bid by serving notice of cancellation, in writing, on the undersigned in which event the Drainage District shall promptly return the good faith deposit. Payment for the Bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the Bonds shall be paid by the purchaser at the time of delivery. Nor withstanding the foregoing, the successful Bidder will be required to pay for and accept delivery of the Bonds on ______, 2024.

UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE: In order to assist bidders in complying with SEC Rule 15c2-12, as amended, the County of Oakland and the County of Macomb will covenant to undertake (pursuant to a resolution adopted or to be adopted by its governing body), to provide annual reports and timely notice of certain events for the benefit of beneficial owners of the Bonds. The details and terms of the undertaking are set forth in a Continuing Disclosure Certificate to be executed and delivered by the Drainage District, a form of which is included in the Preliminary Official Statement and in the Final Official Statement.

OFFICIAL STATEMENT:

Hard Copy

A copy of the Preliminary Official Statement (the "Preliminary Official Statement") may be obtained by contacting MFCI LLC, at the address listed below. The Preliminary Official Statement is in a form deemed final as of its date by the Drainage District for purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment and completion of a Final Official Statement (the "Final Official Statement"). The successful bidder shall supply to the Drainage District, within twenty-four (24) hours after the award of the Bonds, all pricing information and any underwriter identification determined by Bond Counsel to be necessary to complete the Final Official Statement.

Internet

In addition, the Drainage District has authorized the preparation and distribution of a Preliminary Official Statement containing information relating to the Bonds via the Internet. The Preliminary Official Statement can be viewed and downloaded at <u>www.i-dealprospectus.com or at www.tm3.com</u>.

The Drainage District will provide on a timely basis sufficient copies of the Final Official Statement to comply with paragraphs (b)(3) and (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. Additional copies will be supplied upon the bidder's agreement to pay the cost incurred by the Drainage District for those additional copies.

The Drainage District shall deliver, at closing, an executed certificate to the effect that as of the date of delivery the information contained in the Final Official Statement, including revisions, amendments and completions as necessary, relating to the Drainage District and the Bonds is true and correct in all material respects, and that such Final Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

<u>**CUSIP NUMBERS</u>**: It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to print such numbers nor any improperly printed number shall constitute cause for the purchaser to refuse to accept delivery of or to pay for the Bonds. All expenses for printing CUSIP numbers on the Bonds shall be paid for by the Drainage District, except that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser.</u>

<u>ADDITIONAL INFORMATION</u>: Further information may be obtained from the undersigned at the following address MFCI, LLC, 435 Union St., Milford, Michigan, 48381 or from Steven Burke, CFA, telephone (313) 782-3011, email: <u>os@mfci.com</u>.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES: Envelopes containing the bids should be plainly marked "bid for Oakland-Macomb Interceptor Drain Drainage District Drain Bonds, Series 2024 (General Obligation limited Tax)."

Agenda Item No. 8

Memorandum to Award Contract for the Construction of the Odor and Corrosion Control Systems







Oakland-Macomb Interceptor Drain Drainage District

TO: Michael Gregg, Chairperson Oakland-Macomb Interceptor Drain Drainage Board

FROM: Jen Cook, P.E. Oakland County Water Resources Commissioner's Office Stephen Downing, Macomb County Public Works Commissioner's Office

SUBJECT: Approval to Award Contract for the Construction of Odor and Corrosion Control Systems Within the OMID to Commercial Contracting Corporation

DATE: June 12, 2024

The design for installation of odor and corrosion control systems with the OMID was completed by Jacobs Consulting, Inc. (Jacobs) in April of 2024 and publicly advertised for bid. The following two bids were received:

Contractor	Total Bid
L. D'Agostini and Sons, Inc.	\$7,970,848.22
Commercial Contracting Corporation (CCC)	\$7,419,000.00

Both bids were reviewed by Jacobs. CCC was deemed to be the responsive low bidder. A subsequent meeting was held with Jacobs, CCC, and OMID staff to discuss the bid and approach to the project. The team feels confident that CCC is qualified to execute the project.

Funding for this project will be facilitated through the issuance of drain bonds authorized by Macomb and Oakland Counties.

Requested Action:

Authorize the award of a contract for construction of the OMID Odor and Corrosion Control Systems to Commercial Contracting Corporation for a not-to-exceed price of \$7,419,000.

Jacobs

Jacobs Consultants, Inc. 30800 Telegraph Road, Suite 4900 Bingham Farms, MI 48025

June 4, 2024

Oakland-Macomb Interceptor Drain Drainage District (OMIDDD) c/o:

Ms. Jen Cook, P.E. Oakland County Water Resources Commissioner's Office (OCWRC) One Public Works Drive, Building 95 West Waterford, MI 48328

Mr. Steve Downing Macomb County Public Works Commissioner's Office (MCPWO) 21777 Dunham Road Clinton Township, MI 48036

Subject: Odor and Corrosion Control Systems within the OMID Evaluation of Construction Bids

Dear Ms. Cook and Mr. Downing:

On April 17, 2024, an Advertisement for Bids was posted online on the BidNet site by the OCWRC on behalf of the OMIDDD for the construction of odor and corrosion control systems within the OMID. On May 16, 2024, bids were received and publicly opened at 2:00 p.m. local time at the OCWRC offices from two (2) bidders:

- L. D'Agostini and Sons, Inc. (LDS)
- Commercial Contracting Corporation (CCC)

In accordance with Jacobs' bidding documents, the following items were also provided by both bidders.

- Acknowledgement of Addendum No. 1 (pre-bid meeting minutes and sign-in sheet)
- Signed Bid Bond
- Evidence of Authority to Sign the Bid
- Completed Experience and Qualifications Statement
- List of Major Subcontractors
- Preliminary Project Schedule

In addition, both bidders submitted the required Escrow Bid Documents within 14 business days of the bids. Both sets of Escrow Bid Documents are being kept in separate sealed envelopes at OCWRC's offices. The Escrow Bid Documents from the selected construction contractor will be held for the duration of the project, and the Escrow Bid Documents from the other bidder will be returned upon bidder selection.

The submitted bid packages were evaluated by Jacobs. Allowances for Instrumentation and Controls (I&C) Integration and Permits/Inspection Fees of \$250,112.00 and \$100,000.00, respectively, were requested and included with each bid.

Bid Item	L. D'Agostini and Sons, Inc. (LDS) Macomb Twp., MI	Commercial Contracting Corporation (CCC) Auburn Hills, MI	Engineer's Cost Opinion (90% Design, October 2023)**
Section 1: ST-S-1 Site (Sub Bid Price 1)			
Item 1: LS Division 03	\$120,195.00	\$137,000.00	
Item 2: LS Division 26	\$150,075.00	\$175,000.00	
Item 3: LS Divisions 31 and 32	\$90,250.00	\$295,500.00	
Item 4: LS Division 40	\$88,800.00	\$78,000.00	
Item 5: LS Division 44	\$888,000.00	\$722,000.00	
Item 6: LS All Other Divisions	\$49,000.00	\$181,000.00	
Item 7: Cash Allowance (NTE) for I&C Integration	\$55,088.00	\$55,088.00	
ST-S-1 Site (Sub Bid Price 1) Total	\$1,441,408.00	\$1,643,588.00	\$1,262,420.00
Section 2: ST-S-3 Site (Sub Bid Price 2)			
Item 1: LS Division 03	\$890,663.97	\$475,000.00	
Item 2: LS Division 04 and 05	\$389,654.00	\$545,275.00	
Item 3: LS Division 06, 07, and 08	\$262,265.77	\$165,300.00	
Item 4: LS Divisions 09 and 10	\$51,273.48	\$161,800.00	
Item 5: LS Division 22	\$282,895.96	\$79,000.00	
Item 6: LS Division 23	\$565,791.91	\$185,000.00	
Item 7: LS Division 26	\$599,739.43	\$536,000.00	
Item 8: LS Division 31 and 32	\$550,000.00	\$639,000.00	
Item 9: LS Division 40	\$84,868.79	\$94,500.00	
Item 10: LS Division 44	\$1,697,375.74	\$1,485,000.00	
Item 11: LS All Other Divisions	\$119,212.00	\$719,513.00	
Item 12: Cash Allowance (NTE) for I&C Integration	\$190,072.00	\$190,072.00	
ST-S-3 Site (Sub Bid Price 2) Total *	\$5,683,813.05	\$5,275,460.00	\$4,898,145.00
Section 3: Pressure Relief Vents (Sub Bid Price 3)			
Item 1: LS Division 26	\$39,675.00	\$55,000.00	
Item 2: LS Division 40	\$666,000.00	\$265,000.00	
Item 3: LS All Other Divisions	\$35,000.00	\$75,000.00	
Item 4: Cash Allowance (NTE) for I&C Integration	\$4,952.00	\$4,952.00	
Pressure Relief Vents (Sub Bid Price 3) Total	\$745,627.00	\$399,952.00	\$553,877.50
Section 4: General Allowance (Sub Bid Price 4)			
Item 4.1: Cash Allowance (NTE) for Permits/Inspection Fees	\$100,000.00	\$100,000.00	\$100,000.00
Calculated Total Bid Price (Sections 1 through 4)	\$7,970,848.05	\$7,419,000.00	\$6,814,442.50

*: L. D'Agostini and Sons, Inc. Bid read \$5,683,813.22, which was corrected by the Engineer in this Bid Tab.

** : Engineer's Cost Opinion was based on 90% Design and assumed October 2024 midpoint of construction.

For comparison, the Engineer's opinion of construction costs per Jacobs' 90% Design package submitted in October 2023 was \$6,814,442.50, as shown on the Bid Tab. It should be noted that Jacobs' 90% Design cost opinion was based on a midpoint of construction of October 2024. Based on the Issued for Bids documents, the midpoint of construction is approximately May 2025.

The bidding documents stipulated a 35% minimum self-performance requirement for the construction trade work, as quantified by dollar amount of the combined value of materials, equipment, and labor. The intent of this requirement was to avoid a "pass-through" situation, in which a general contractor subcontracts the majority or all the work to other contractors. After a review of the bidders' pricing breakdowns, it was apparent that neither bidder met the 35% minimum self-perform requirement. However, both bidders are qualified contractors that proposed to self-perform some of the construction trade work. Therefore, it was determined that both bidders met the intent of the self-perform requirement, and the 35% minimum self-perform requirement was waived.

The completed experience and qualifications statement provided by the low bidder (CCC) indicated that CCC has performed similar heating and ventilation projects that successfully met the objectives of the respective projects. CCC did not take exceptions to any of the technical requirements in the bidding documents.

Considering the above, Commercial Contracting Corporation was determined to be the lowest responsible and responsive bidder. Therefore, we recommend Commercial Contracting Corporation as the construction contractor for this project.

Please do not hesitate to contact me at 586-453-8666 if you have any questions or desire additional information related to our evaluation of the construction bids for this project.

Sincerely,

Jacobs Consultants, Inc.

Jasan G. Matta

Jason A. Matteo, P.E. Senior Project Manager

copy: Mr. Joel Brown, P.E., OCWRC Jacobs Project Files

Agenda Item No. 9

Clemson Report and Presentation



OMID NORTHEAST SEWAGE PUMP STATION

PHYSICAL HYDRAULIC MODEL STUDY

Final Report

Conducted For

WALSH CONSTRUCTION COMPANY II

CEH Report Number: 1154-24



OMID NORTHEAST SEWAGE PUMP STATION PHYSICAL HYDRAULIC MODEL STUDY

Draft Report

Conducted For

WALSH CONSTRUCTION COMPANY II

CEH Report Number: 1154-24

April 2024

Prepared by:

Matthe K. Harin

Matthew Havice, P.E. Project Engineer

Approved by:

David E. Werth. Ph.D., P.E. Principal Engineer

EXECUTIVE SUMMARY

A physical model study of the OMID Northeast Sewage pump intake was conducted. A 1:6.25 scale model was constructed, and tests were conducted to determine the nature and severity of any adverse hydraulic conditions that may affect pump or screen performance. Baseline testing of the model indicated no surging or water level oscillations in the wet well. However, consistent overall circulation was observed due to the concentrated influent flow and the rapid expansion once in the wet wells. No vortex activity was observed entering the piping from the wet well. Once in the horizontal suction piping consistent side-to-side oscillations were observed, with flow intermittently making full rotations in the horizontal piping before reaching the reducing elbow. Once in the elbow, drifting and circulation remained present. This circulation translated through the elbow and was observed passing through to the pump suction flange location. In the vertical piping, flow consistently pulled to one side. Overall, conditions in the shortest horizontal piping lengths were worse than conditions in the longer piping with higher pre-swirl values were observed in the shorter piping of the outer pumps. Despite circulation in the piping, velocity and turbulence variations were within criteria for all three suction piping configurations.

The results of a previous CFD study indicated a counterclockwise rotating vortex was generated in the reducing elbow that translated up through the pump inlet for all existing pump configurations (Pumps 1-6). In a physical model a vortex is qualitatively defined as column rotation that organizes and concentrates into a defined core with high velocity core increasing with intensity. The characteristics of a vortex and of general circulation in a pipe are similar apart from the intensity. Given these definitions it is likely that the vortex observed in the CFD study is the same as the preswirl observed in the physical model.

In order to mitigate drifting / circulating flow in the horizontal piping and stabilize conditions at the pump suction flanges a series of six (6) non-clog anti-rotation vanes were installed into the suction piping supplying Pumps 1 and 3. These vanes were installed in the 60-in x 36-in concentric reducers and were effective at stabilizing flow entering the pump suction flanges. With the vanes installed, conditions at the pump suction flanges were stable and pre-swirl values were low and very stable. Initially the vanes were designed to pass an 8-inch sphere and later revised to pass a 12-inch sphere with both sizes being effective. With vanes installed, pre-swirl was low and stable and flow passing through the impeller location was uniform with minimal oscillations observed. Given the larger clearance associated with the 12-inch sphere vanes, and equal effectiveness as the as the 8-inch sphere size, the 12-inch sphere sized flow straightening vanes are recommended. With these vanes installed, conditions meet current Hydraulic Institute Standards.

It is recommended that a series of six (6) anti-rotation vanes be installed in the 60-in x 36-in concentric reducers downstream of each reducing elbow supply each pump. The recommended modifications can be seen in Figure 5-1 and Figure 5-2.

NESPS Physical Model Review and Recommended Next Steps

OMID Northeast Sewage Pump Station Physical Hydraulic Model Study Final Report from CEH/Verdantas June 12, 2024

What is a Physical Hydraulic Model

A Physical Model is a scale model that is constructed based on principals (dynamic similitude) that allow the dominate forces in hydraulics to be replicated in a model that match a prototype (Wet Well and Suction Piping)

Froude Number	$F = \frac{U}{\sqrt{gh}} = \frac{Inertial \ Force}{Gravity \ Force}$	(2-1)
Reynolds Number	$Re = \frac{UL}{v} = \frac{Inertial Force}{Viscous Force}$	(2-2)
Euler Number	$E = \frac{\rho U^2}{\Delta P} = \frac{Inertial \ Force}{Pressure \ Force}$	(2-3)
Weber Number	$W = \frac{U}{\sqrt{\sigma/\rho L}} = \frac{Inertial \ Force}{Surface \ Tension \ Force}$	(2-4)
Mach Number	$M = \frac{U}{c} = \frac{Inertial \ Force}{Compresive \ Force}$	(2-5)
	/	

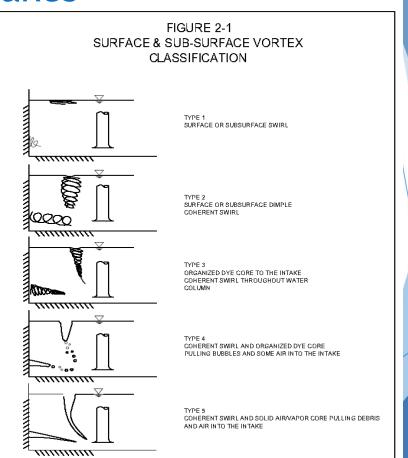
Objective of a Physical Model Study

- Evaluate the performance of the intake structure to determine if there are problems with the approach flow hydraulics
- Develop modifications to the structures or implement corrective measures to mitigate problems observed
- Test and document the approach flow conditions with final recommendations



Typical Issues with Intakes

- Significant hydraulic conditions
 - Type 1 Minor Swirl to Type 5 Major
 - Types are recognized by Hydraulic Institute Standards
 - Classifications aid in corrective methods



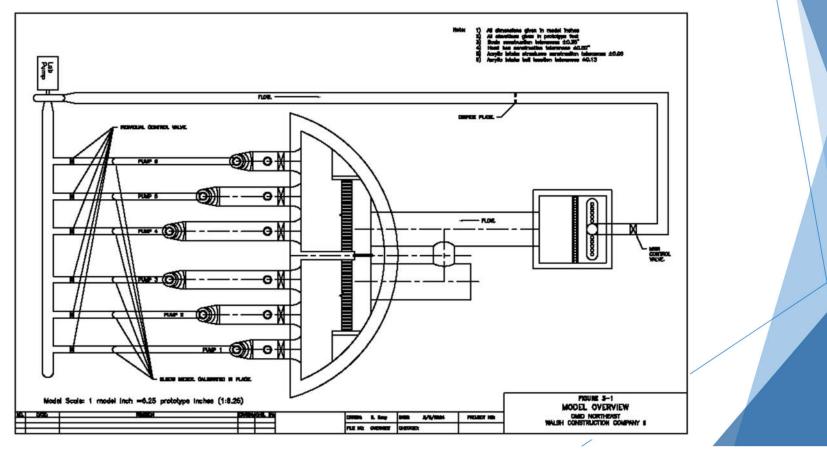
Modeling Firm

- Clemson Engineering Hydraulics is a well respected firm with a long history of constructing and testing physical hydraulic models of pump stations and wet wells.
- Acquired by private-equity backed firm Verdantas.
- Merged with Alden Research Laboratories, another well-know physical modeling laboratory



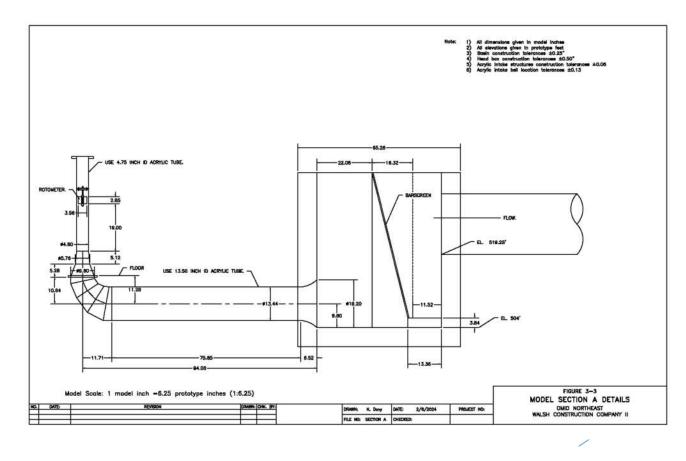
Layout of Physical Model

Interceptors, Wet Well and all 6 Intakes Modeled



Layout of Physical Model - Section

Suction Piping and Rotometers at Pump Locations





Layout of Physical Model - Photo

 Suction Piping from Backend (Left) Suction Piping Side (Right)





Performance Criteria

- No organized free surface or submerged vortices greater than Type 1
- Time averaged velocities within pump throat should not deviate more than 10 percent of the cross-sectional area average velocity
- Time-varying velocity fluctuations (turbulence) at a point within the pump throat should be less than 10 percent
- Pre-swirl should be less than 5.0 degrees at pump impeller location

Rotameter

Pre-Swirl Angle

9= Measured Angle

Modeling Results

- Vortices were not observed
- Velocities within pump throat were within standards and no separation from sides walls were noted (Spool Piece transition does not cause velocity issues)
- Time-varying velocity fluctuations (turbulence) were observed within standards.
- Pre-swirl observed at pump impeller location varying from ~18 to ~2 degrees. Amount of pre-swirl changes on location and number of pumps in operation.

CEH Recommended Modification

- Flow straightening vanes installed on the transition spool piece
- Reduces pre-swirl to less than 5degrees and consistently near 2degrees
- Brings the wet well and suction piping fully into HI Standards



Pump Status for Modifications

- Pumps 1, 3, and 5 are Constructed with the new Flowserve Pumps
 - Pump Assemblies will need to be removed in order to remove the spool piece to add the swirl vanes.
 - Work needs to be staged to maintain station capacity with remaining pump replacement
 - Estimated to take 2 months per pump at a cost of approximately \$750,000
- Pumps 2 and 6 are scheduled to be replaced with the new Flowserve Pumps
 - Swirl Vanes can be added to the pump spool piece prior to installation.
 - No delay in schedule
 - Cost is less than \$75,000

Pump Modification Options

- GLWA recommends installing vanes on 1 pump and running it through a trial period. They have concerns over long term maintenance.
- Pump 6 is next on the schedule to be replaced and the vanes can be installed during the planned work sequence at a less expensive cost. Pump 2 will follow start-up of Pump 6.
- Items for Discussion
 - Schedule
 - Maintaining Station Capacity
 - Cost
 - Performance

Agenda Item No. 10

Construction Estimates

Northeast Sewage Pumping Station- Pumping and Electrical Systems Upgrades Project Located in the City of Detroit, Wayne County, Michigan

Regular Construction Estimate No. Forty- Four Page One of Two		Period :May 01 throu	• • •
Department No.:	6010101	Account No.:	731472
Fund No.:	84917	Program No.:	149015
OMID Project No.:	1 3309	Activity:	FAC
Construction Manager at Risk:	Vendor # 23191	LI 43331; exp. 12/16/22	
Walsh Construction Co.		Date of Contract:	Dec. 16, 2019
3031 West Grand Boulevard, Suite 640	(Adjusted	Final Completion Date:	July 28, 2023
Detroit, MI 48202	Contract No. 5977		
Orig. GMP amount for Pump & Elec. Upgrades Pro	ject, and including CS-9		\$44,107,745.19
Pre-Construction Payment (Separate Accounting)			(\$1,244,560.00
NESPS Pump & Elec. Upgrades Original Contract I	Budget		\$42,863,185.19
Change Orders, This Estimate: C.O. No.42			\$378,308.59
Previous C.O.s: (Numbers 7 through No. 41 and C	S-9 # 1 through # 4)		\$7,248,411.88
Note: C.O. # 30 includes the budget transfer of \$70	,196.70 from Pre-Con to GM	/IP budget)	\$70,196.70
Adjusted Contract Amount including CS-9 values	(Including C.O. # 42)		\$50,560,102.36
Sub-Total To Date		:	\$ 42,170,189.38
ess Deductions:		None	5 -
ess Amount Reserved (max. 10% of 50% of total	CV, including CS-9 value)	S	\$ 2,528,005.12
Total Amount Allowed To Date:	Work in Place = 83.4 % cor	mplete	\$0.00
ess Previous Estimates:			\$39,448,712.94
Payment Due			\$193,471.32
Reserve Pay to Contractor:			\$0.00

Amount remaining to complete: \$8,389,912.98Accounting Auditor:Amount to be Reserved2,528,005.12Less Previous Transfer to Reserve2,509,089.67Amount of Current Transfer\$18,915.45

Regular Construction Estimate No. 44; May, 2024 - NESPS Pump & Electrical Upgrades

Page Two of Two

Jaw Prepared by

Lawrence T. Gilbert, P.E.; NTH Consultants Ltd.

Recommended by:

John Michalski, P.E., ASI

Recommended by:

Joel Brown, P.E. Oakland County WRC

Recommended by: <u>Stephen Downing</u>

Stephen Downing; Macomb County OPWC

Regular Construction Estimate No. 44; May, 2024 NESPS Pump & Electrical Upgrades Project Date: 6-5-2624

Date: 6/5/2024

6/7/2024 Date:

Date: 6/8/2024

Approved By Board On:

OAKLAND MACOMB INTERCEPTOR DRAIN DRAINAGE BOARD For Construction of the NI-EA OMID Contracts 2 A and 2 B - PCI 18 and 19 Rehabilitation

Located in the City of Detroit, Wayne County, Michigan

Project ID : TBD

Regular Construction Estimate No. Ten (Contr.	. 2-A Only)	Period: May 01 thr	ough May 31, 2024
Department No.: Project No.:	FND84918	Account No.: Program No.: Activity:	PRG 149015
Contractor: Z Contractors, Inc. 50500 Design Lane Shelby Township, MI 48315	Vendor # TBD Contract # License # 07130 exp. 4-30 Final Completion Dates Adjusted Final Completion	0-25 Oct. 28, 2024 (2A)	NTP 6/29/2023 & June 24, 2025 (2-B)
Original Construction Contract Amount	(Contract 2-A, Only)		\$9,488,650.00
Previous Change Orders: None			\$0.00
Change Orders This Estimate: C.O. No. One			\$37,930.25
Total Net Change Orders:			\$37,930.25
Adjusted Contract Amount: (Contract 2A Only)			\$9,526,580.25
Sub-Total To Date			\$5,693,212.53
Less Deductions: None			\$0.00
Gross Estimate, Work in Place	60 % Complete		\$5,693,212.53
Less Amount Reserved (Max. at 10% of 50% of	f adj. C.V.)		\$476,329.02
Total Amount Allowed To Date:			\$5,216,883.51
Less Previous Estimates			\$4,852,102.27
Net Payment Request To Be Paid To Contractor	r:		\$364,781.24
Reserve Payment to Contractor:			\$0.00
Balance to Finish: \$ 3,833,367.72	/	Accounting Auditor:	
Amount to be Reserved from Above			\$476,329.02
Less Previous Transfers To Reserve:			\$476,329.02
Amount of Current Transfer 💦 🔥 👍 👍	1		\$0.00
Prepared by: Jaurey D. Auto Lawrence T. Gilbert, P.E.; NTH Consultants Ltd.	ert	Date:	6-05-2024
,,		Dator	

Recommended by: <u>Saju Sachi</u> Saju Sachidanandan, P. E.; NTH Consultants Ltd.

14 Recommended by: Jennifer Cook, P.E. Oakland County WRC

Recommended by: <u>Stephen Downing</u> Stephen Downing; Macomb County OPWC

Regular Pay Estimate No. Ten; May 01 through May 31, 2024

024 Date:

6/10/2024 Date:

Date: 6/8/2024

Approved By Board On:

Agenda Item No. 11

Report/Update – Status of OMID Project, Segments 1 through 4, NESPS, NI-EA

Oakland Macomb Interceptor Drain (OMID) Repairs Project Progress Update

Prepared by:

F. Klingler, P.E., B. Kelly, P.E., FK Engineering Assoc. L. Gilbert, P.E., NTH Consultants, Ltd. J. Michalski, P.E., Applied Science, Inc.; T. Moore, Metco Services, Inc. J. Matteo, P.E., Jacobs Consultants Inc.

June 12, 2024 OMIDDD Board Meeting

The following provides a status update as of the writing of this report (June 4, 2024) for the work completed for the Oakland-Macomb Interceptor Drain Repair Program (SRF Segments 1-4; Contract 7 PCI-4 repairs; Maintenance Repairs in PCI-5 through PCI-11A; Control Structure Modifications; NIEA Repairs; NESPS Upgrades; Odor/ Corrosion Control System, and other related work):

SRF Segment 1 Status:

Contracts 1&2: Complete

System-wide Odor/Corrosion Study: Complete

Odor/Corrosion Control Systems Design

•	Project Budg	get:			\$1,054,052.86
			 4 - 11	 	

Total Spent (Invoice No. 15, through March 2024): \$959,454.98
Jacobs' effort is currently on time according to the latest design/bidding schedule.

Status of Major Project Tasks:

- Two bids were received on May 16, 2024 (CCC and LDS), with the low bid (CCC) read as \$7,419,000.00. Engineer's 90% Design cost opinion was \$6,814,442.50 (8% lower than the low bid). Proposals were evaluated for qualifications and completeness. A letter of recommendation for award is planned to be submitted to the Drain Board for consideration in the June 2024 Drain Board meeting.
- A pre-award meeting with the low bidder (CCC) was held on Monday, June 3, 2024.
- Permitting activities include the Sterling Heights' Engineering Department site plan review, which is complete, pending permits to be pulled by the selected construction contractor. Sterling Heights' Building Department site plan review is also complete.
- The Bidding phase schedule is currently aligned with OMIDDD's project bonding schedule.
- Notice to Proceed to selected construction contractor anticipated to be in mid-September 2024.
- The design of the 15 Mile Road/ITC Corridor (Control Structure No. CS-6) odor/corrosion control system is currently on hold until the terms for grant funding of the adjacent Sterling Heights parcel (east of the ITC Corridor) are clarified with the National Park Service (grant originator), and data from other odor/corrosion control sites is available.

SRF Segment 2 (Contract 3) Status: Complete

SRF Segment 3 (Contract 4) Status: Complete

SRF Segment 4 (Contracts 5-7) Status: Complete NESPS Odor/Corrosion Control System: Complete

NESPS & OMID Maintenance, Operations & Upgrades Status:

Status of Emergency Contingency Plan for pumping during total power loss or other catastrophic system failure:

- Mersino is under contract for standby emergency bypass pumping. No activity this month.
- The OMIDDD Project Team has finalized design for keeping the 15 Mile Road bypass pumping arrangement (initially constructed in summer 2021) intact and buried below grade, pending final agreement with ITC and other easement owners. Currently under review by ITC, Sterling Heights, and coordinating with other easement holders. Final design package to be used to solicit bids from several OCWRC and MCPWS Blanket Contract Holders. Field work will follow requirements for MIDDD Segment 5 pipe storage are complete (expected late summer 2024).
- Remaining items in the final emergency plan include punch-list and optimization steps for electrification, modifications at the 15 Mile Road Site, and overall optimization of the Emergency Plan per above. The final plan document will be revised after final installation of the emergency pumping conveyance conduit.

Additional work being performed under Metco Maintenance Contract for NESPS:

- Mechanical and Electrical corrective/preventative maintenance schedules continue.
- Coordination between OMIDDD, GLWA, MIDDD, and Pump/Electrical Upgrade Project is ongoing and has not impacted station operations or the ability to meet demand.
- The removal of the existing wet well elevator began April 29, 2024. The installation of the new elevator is underway and on schedule for completion in mid-August, 2024.
- Excavation of existing and installation of new duct bank is scheduled to begin June 17, 2024. Provisions for portable standby generator support are scheduled to arrive on site June 10, 2024. Start-up and testing are



2 Megawatt portable generator unit

scheduled throughout the following week. Two 2 megawatt portable generators will remain on-site to provide for standby power during the installation of the new generator, duct bank, and electrical tie-in.

• Sanitary Pump #4 on track for a mid-August, 2024 start after ongoing repairs, per Rotor. Preparations are on track to install the VFD and related equipment.

- New transformer (T-4) was placed into service May 24, 2024. A recent issue has placed T4 out of service throughout the week of June 3, 2024.
- Lardner has applied for the final Dry Well Elevator Permit from the City of Detroit. Outstanding items include the closeout inspection and emergency power tie-in. An inspection date has been requested. The elevator re-cabling and sheave replacement is complete.
- The quarterly wet well bar screen cleaning took place on March 20, 2024. A re-visit attempt on May 1, 2024 was impacted by wet weather with a new date to be determined. The North and South bar screens remain in good condition. A small amount of construction debris, including hard hats, boards, and other material, was found suspended throughout the North and South wet wells. Most of this debris has been removed. Upstream parties have been notified and requested to maximize efforts to control loss of construction materials and debris downstream. We continue to monitor debris levels.
- The 25-ton and 4-ton crane continue to perform well. Inspections were completed on March 15, 2024 with no issues noted. Inspection report is on file.

Overall NESPS Station Performance Report by METCO:

- Mechanical: Sanitary Pumps #1 #2, #3, and #6 remain ready for duty (Pumps #1 and #3 have never performed to the design capacity but are provisionally approved by the manufacturer for use while evaluations and consideration of options for mitigation continue). Total Pumping Capacity equals 450 CFS. Contract Capacity 423cfs. Firm Capacity 400cfs. The vibration issues observed on shutdown at Sanitary Pumps #1 and #3 have mostly been resolved. Adjustments to vibration timer settings have resulted in uninterrupted performance. Various oil leaks continue to progress near the mechanical seal on Pump #1 and Pump #3. Flowserve recommended and supplied an "Oil Mizer" as a solution to oil leakage. Walsh will continue to monitor and make efforts to resolve this issue.
- A significant (running) oil leak appeared during a trial run of Sanitary Pump #5. Flowserve requested a complete removal of the rotating assembly to repair. Pump #6 assembly was inserted into Pump #5 and a less substantial (slow dripping) oil leak was observed on testing. Flowserve is looking into next steps.
- Adjustments were made to the MPR (Motor Protection Relay) by Walsh and Rotor due to nuisance trips of Pumps #1 and #3. Schneider and WEG are scheduled to inspect June 21, 2024.
- Sanitary Pump #4 remains out of service, after the Variable Frequency Drive (VFD) failed catastrophically, and the unit was deemed unserviceable. Project Pump 4 (Toshiba MV 2000HP VFD) installation remains on schedule for mid-July, 2024.
- The overhaul of Sanitary Pump #4 shaft bearings and pump mechanical seal is complete as of May 13, 2024. Completed May 13, 2024.
- The wet well dewatering pump remains ready for duty.
- NESPS/GLWA LOTO (Lock-Out Tag-Out) continues as a primary means of safety communication.
- The primary switchgear in the existing station remains double-ended with two sources of utility power (new, Transformer #3 and existing, Transformer #4). The new Transformer #4 is to be connected to the DTE distribution system in the May 20-24, 2024 timeframe. The old Transformer #4 will be isolated and is slated for demolition.
- Generator back-up upgrades to the Digital and Master Synchronizer Load Controllers (DSLC/MSLC) are complete. This integrates the new switchgear with the generators.
- Dry well submersible sump Pumps #1 and #2 are in service and ready for duty.
- CMMS: NEXGEN asset management in use. Monthly status meetings are being held with OMID. Contractors are fulfilling their NEXGEN requirements with no outstanding issues to report.
- HVAC: Gas detection is in use. New oxygen sensors have been installed and programming is underway. Rounds are conducted daily. Unit air filters are restocked and changed as required. A

technician visit has resolved the analog communication issue reported in the previous period. Station ventilation and gas detection continue to be closely monitored.

- Bio Filter performance has been acceptable. No odor or complaints have been reported. Problematic blower isolation dampers are planned to be adjusted mechanically to provide a more ease of operation.
- Overall General Housekeeping tasks remain in order. Minor maintenance activities continue to be addressed in a timely manner.

Control Structures Performance Report (CS-5, CS-6, CS-7, CS-8):

- Daily flow control operations continue to support MID/OMID/NIEA repair and improvement projects. (Weather permitting).
- All LOTO protocols remain in place.
- System-wide communications are good.
- CS-6 gate is in stand-by mode and ready for service.
- CS-5 and CS-8 in stand-by mode and ready for service.
- CS-9 in stand-by mode and ready for service.
- Routine daily rounds and inspections made.

Other System Operation Issues

• O&M Manual is currently being revised to include new structures, recently modified structures, new monitoring equipment, recent EGLE approval of gate use for long term flow management, and recent inspection and repair status.

OMID Control Structure Upgrades Status:

- ASI continues design of major upgrades to control structures which takes into consideration long-term operability.
- Initial inspections, planning, and Basis of Design are complete, with final Design package submitted to OMID for review.
- Currently considering options for packaging and contract delivery (i.e., one or multiple contracts, etc.)
- Currently evaluating potential impacts on other projects and best timing for construction, although start of the work is tentatively planned for Fall of 2024.

OMID System 6-Year Inspection Status:

• All inspections are complete and the final report finalized. Certain maintenance repairs identified during the inspection are planned to be completed by one of WRC or MCPWC task-order contractors; solicitation in progress.

NIEA Rehabilitation

Contract 1 (PCI-4 Rehabilitation): In Construction (Punch List)

Amt Invoiced: Construction cost to date is \$15,752,284.95, representing approx. 98% of the adjusted Contract value. No change since May report.

Schedule Status: The adjusted Contract Substantial Completion date is April 12, 2023, with the final realized SC date being January 19,2024. The Contractor is operating approximately 293 days behind the adjusted schedule, with time extension requests under

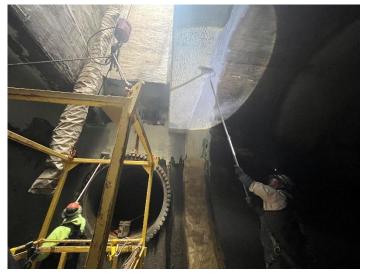
consideration. A final Change Order is being negotiated that will consider potential liquidated damages versus time due Contractor for various issues.

Contract 1 (PCI-4 Rehabilitation) Construction Status:

- All Contract Work, including additional rehabilitation work at the NESPS Gatehouse has been completed. The Outer Drive/ Van Dyke work site and the State Fair Avenue Laydown yard have been fully demobilized, and topsoil, seed, and mulch in place.
- Final change order and Contract closeout tasks are ongoing.



Re-opening of Van Dyke and Outer Drive site



The application of Mainstay 714 coating in discharge chamber



Application of Quadex Structure Guard for repair



Restoration of laydown yard via hydroseeding

Contract 2A (PCI-18/19 Rehab): In Construction

Amt Invoiced: \$5,693,212.53 out of \$9,526,580.25 (construction, Contract 2A only) has been completed, representing 60 % complete.

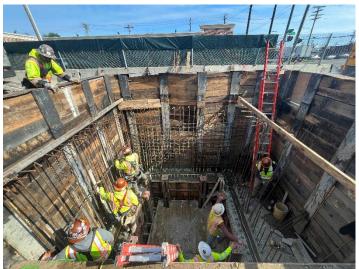
Schedule Status: Contract 2A: Approximately 42 days behind as a result of permit and water main relocation issues; this time will be adjusted with the Contractor, with no currently anticipated increase in construction budget (note that the Contractor has gained schedule in the past month due to better than anticipated equipment delivery adjustments). The Contractor is now in full operation with progress moving forward as anticipated.

Contract 2 (PCI -18/19 Rehabilitation) Construction Status:

- Traffic control equipment is in place including signal, lane closure, and signage revisions.
- The Seven Mile shaft lower wall elements are complete, including mud mat, structural slab, and shaft walls.
- The TERS bracing elements have been removed entirely as the permanent wall sections are constructed. Work is underway to remove the temporary stabilizing rib supports in the 8' diameter adit Sewer and the adjacent 7 Mile Road GLWA Sewer.
- Geotechnical instrumentation continues to indicate stable conditions, with no significant ground movement.
- The existing PC-663 stop gate has been removed. The PC-663 TERS is complete. Work on the Van Dyke underground conduit crossing and cable vault installation is projected to begin in June 2024.
- The Contractor and the Engineer's field staff have continued to work successfully with the local community on traffic control issues and business interference concerns.
- Efforts to coordinate the Contract 2B work (anticipated to begin December 2024) with downstream DRI work by GLWA are underway.



Removal of bracing from the east side of the access shaft



Installation of rebar for lift #3 at the access shaft



Securing formwork for concrete wall of access shaft

The **draft** line item schedule and budgets for OMID NIEA Contracts 1 and 2 are summarized:

Work Item/ Milestone	Estimated Budget Expenditure (Engineering)	Estimated Budget Expenditure (Contractor)	Estimated Delivery Date
Contract Award and NTP			12/16/2020 and 1/04/2021 (Contract 1) 6/20/23 and 7/1/23 (Contract 2)
Subtotal - Design	\$2,400,570		
Completion of Construction	\$3,500,000	\$28,630,000	Contract 1, projected SC at 4/24; FC 4/24 Contract 2A& B, est. 12/24 and 8/25.

NESPS Pump and Electrical Upgrades Project

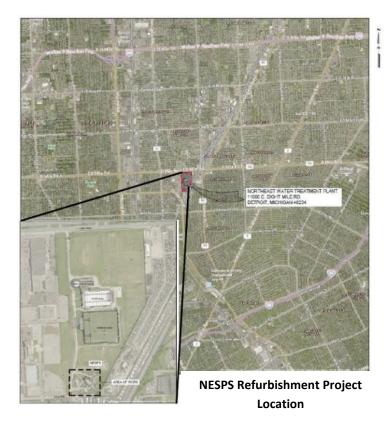
Budget Status:	The total construction amount invoiced as of November 30, 2023, is \$42,170,189.38 out of \$50,060,102.36 (including the operational Control Structure 9 Bulkhead Gate facility and adjusted for stored material inclusion in major work activities), representing 84% of the Pump & Electrical Upgrades Project, with additional change order additions equalizing the regular work completion values.
Schedule Status:	Work is currently delayed by performance evaluations of Pump #1 and #3. The currently estimated delay is 24 months, which cannot be made-up. The project team hopes to reduce delay with schedule enhancement efforts. Negotiations with the Contractor are pending.

The following Design Team and Construction Services Effort is active:

- Construction Phase services (RFIs, Submittals) are ongoing, and the engineering team is reviewing and responding.
- The new Sewage Pump #1 and #3 and Motor have been installed, with in-place testing in
 progress. Both pumps are approved for provisional use but are currently operating below design
 capacity. Physical model testing at Clemson University to further evaluate the cause and
 resolution of this issue is complete. The Clemson Report has been received and is undergoing
 review by the Engineering Team, OMIDDD, and GLWA to determine next steps. "Pre-swirl
 effects appear to be the issue, and consideration of "flow-fins" to correct the issue is ongoing.
- Sanitary Pump #5 is substantially complete with testing. An initial start-up for Pump #5 was attempted in mid-May, 2024 but motor/excitor coordination issues are delaying further testing. An observed oil leak in the rotating pump assembly required removal and replacement of this key component. A joint field investigation of the motor/excitor issue will be performed by the two manufacturers in mid- to late June, 2024.
- Demolition of the existing Wet Well Elevator components is nearing completion. This will allow for installation of the new elevator.
- A review of alternative energy saving methods and pump sequence remains ongoing, incorporating GLWA SCC comments.
- Installation of small diameter conduit runs, lighting improvements, and wiring in the existing NESPS building is approaching substantial completion.
- The August 23, 2022 Arc-Flash incident remains under investigation. The Construction Manager has filed a claim on the OCIP Builder's Risk insurance coverage for this event. The first payment on the BR claim has been received by OMID and disbursement protocols are underway.
- Schedule adjustments are currently under discussion. The Contractor has revised the sequence of rehabilitation for the existing Pump Knife Gate Valves: KG#1, #2, and #5 have been reinstalled after rehabilitation. KG #6 will be replaced with a new valve (currently in fabrication) rather than refurbishing the original to realize schedule improvements and potential cost savings.
- Work on the alternate discharge piping installation for the Dewatering Pump is complete, and safety screens to protect personnel from the rotating drive shaft have been installed. Modifications to the shaft screens on the larger Sewage Pumps have also been completed to allow for greater maintenance flexibility.
- The switchover of the existing primary transformers is complete, and demolition of the exposed concrete encased electrical conduit in the Electrical Building basement is underway.
- Phase I and Phase II of the removal and replacement of the site concrete paving is now complete. A review of the final Phase III site paving is now complete preparing for late Summer 2024 construction with final Phase III drawings ready for a construction start.

The draft line item schedule and budget are summarized:

Wo	rk Item/ Milestone	Design/CCA Budget	Const Budget	Estimated Delivery Date
2	Final Basis of Design			5/31/2019
9	Final Package Development			8/14/2020
	Subtotal	\$3,826,000		
10	Substantial Completion	\$2,500,000 (est.)	\$49,380,000	3/19/2025 (late)
11	Final Completion		\$49,380,000	June 2025 (late)





Installation of new Pump #4 shaft bearing for Pump #4



Part of the demolition process of the existing elevator



Installation of electrical conduits for Pump #4



Delivery of 12-inch pump shaft guard



Pouring concrete pad for Pump #4 VFD panel



Newly painted doors to transformer enclosure

OMID Improvements at CS-6 Site (lining btwn CS-12 & CS-4)

Slip lining with Hobas and grouting of the annular space upstream of CS-12 continues. As of June 1, 2024 the contractor has placed 210 total pipes (approximately 4,050 feet). The contractor has slip-lined past ST-S-5 and epoxied the connection. The third run from MH-4 to MH-3 has been grouted above the springline. Lining of the OMIDDD section is projected to occur late summer or fall.



Preparing Hobas pipe section for lateral connection

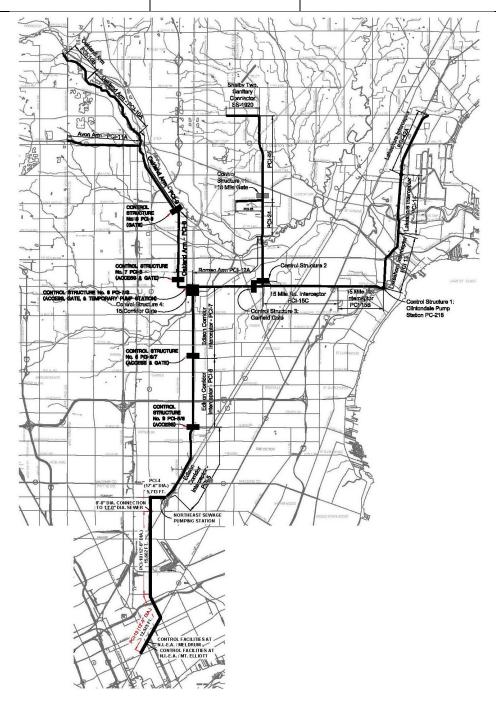


Epoxied ST-S-5 connection

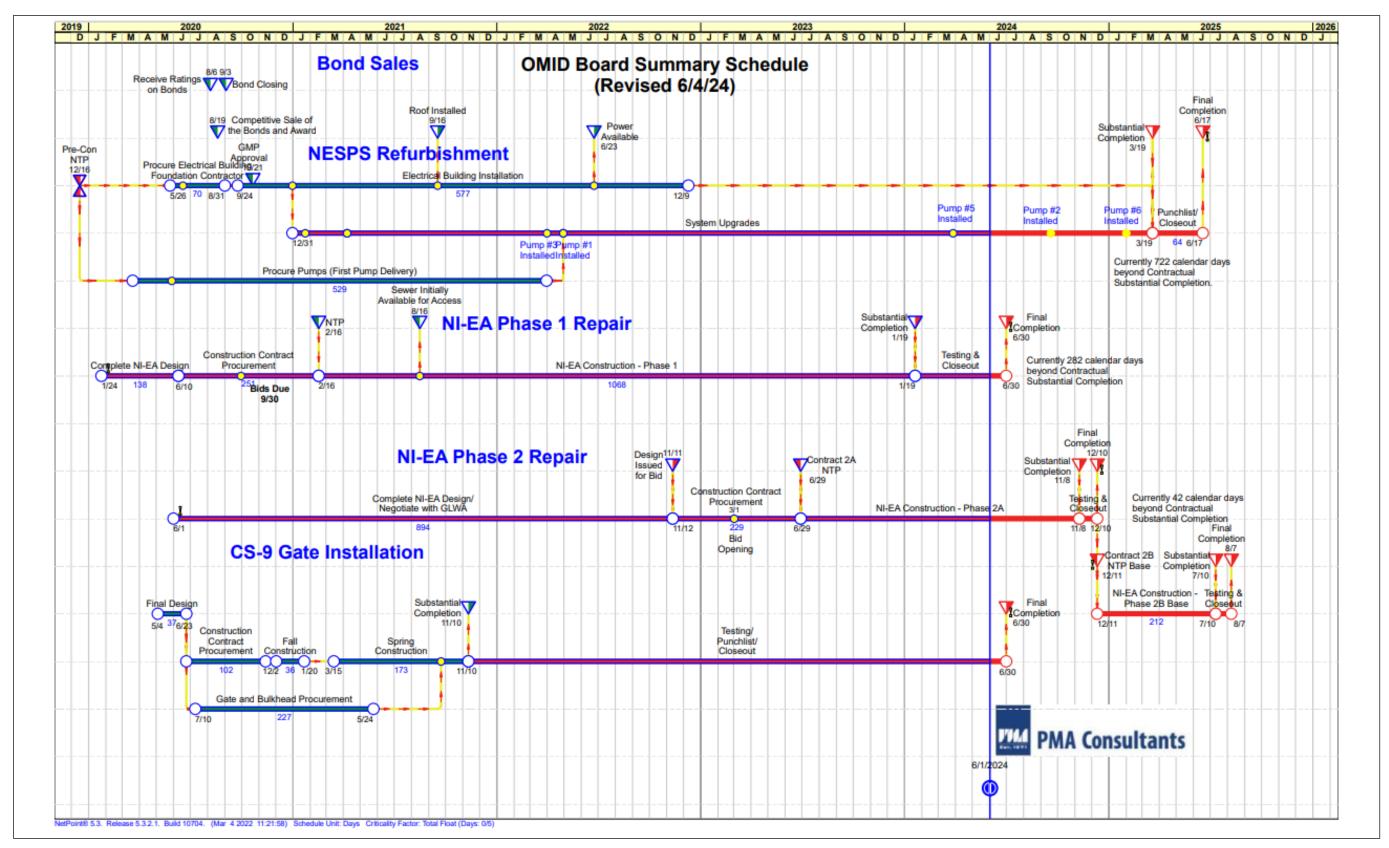
Summary of OMID Design and Construction Status:

		Work In Construc	ction Since 2	2009			
Seg. No	Contract No. (Description)	Contractor	Const. Comp?	As-Builts Final?	Balancing Change Order?	Contractor Closed Out?	Easements Settled?
1	Contract 1 (CS-9, 5, 3)	Ric-Man	Y	Y	Y	Y	Y
1	Contract 2 (CS-6, 7, 8)	Ric-Man	Y	Y	Y	Y	Y
2	Contract 3-2E (Gatehouse)	IWPC (Weiss)	Y	Y	Y	Y	N/A
2	Contract 3 (Grouting PCI-5 thru 8)	IWPC	Y	Y	Y	Y	Y
3	Contract 4 (Lining PCI-5 thru 8)	Jay Dee Cont.	Y	Y	Y	Y	Y
4	Contract 5 (Lining PCI-9, 10A/B)	Lanzo	Y	Y	Y	Y	N
4	Contract 6 (Lining PCI-11A)	Lanzo	Y	Y	Y	Υ	Y
N/A	Contract 7 (Lining 110' of NIEA)	IWPC	Y	Y	Y	Y	N/A
N/A	Odor/Corrosion Control System	CSM	Y	Y	Y	Y	N/A
N/A	Control Structure Modifications	CSM/Hesco/MCE	Y/Y/Y	Y/Y/Y	Y/Y/Y	Y/Y/Y	N/A
N/A	OMID Maintenance Repairs	Doetsch	Y	Y	Y	Y	N/A
N/A	CS-9 Gate Modifications	Walsh as CMR	Y	Y	N	Ν	Y
N/A	NESPS Pump & Electrical Upgrade	ASI;Walsh as CMAR	N	N	N	N	Y
N/A	3-year inspection and repairs	Doetsch	Y	Y	Y	Y	N/A
N/A	6-year inspection	Doetsch	Y	Y	Y	Y	N/A
N/A	NIEA-OMIDDD Contract 1 (PCI-4)	Marra	Y	N	N	N	N
N/A	NIEA-OMIDDD Cont 2 (PCI-18/19)	Z Contractors	N	N	N	N	N

Work Currently in Design/Study/Engineering											
Description	Design Consultant	Status									
System-wide Odor/Corrosion Design	Jacobs	Design and bidding Complete, award to CCC pending									
NESPS & OMID Maintenance & Repairs	Metco	Engineering/Maintenance Ongoing									
Emergency Pumping Plan	ASI/NTH/FKE	Draft Plan to be modified following ITC bypass pumping modifications									
Control Structure Upgrades	ASI	Design Complete; bidding fall 2024									



Overview of OMID System in Oakland, Macomb, and Wayne County



OMID Project Schedule Summary

MID/OMID Construction Schedule

Project	Work Location	Owner	Lead Engineer	Contractor		2024						2025						М	D/OMI	D Con	rol De	evices	Requi	ired to	o Stor	e Flow		Concurrent Work Notes	
riget	WORK LOCATION	Owner	Lead Engineer	contractor	1 1	A	s o	NC	I d	F M	AI	I M	J A	s	O N	D	CS-2	cs-s	3 CS	-s cs-	6 CS-	6 C	S-7 C	5-8 C	s-9 C	5-12 C	S-13 CP	PC66 Gat	33
Segment 6 Lining	15 Mile upstream of Garfield (15 Mile Interceptor)	MID	FKE	Ric-Man													-	-	-	-	-		-	-	-	-	Y Y	-	Flow control on pause but upcoming. May work concurrent with Segment 5 or NIEA rehabilitation. Schedule is estimated.
Segment o Lining	15 Mile upstream of Garfield & between CS-2/CS-3 (Romeo Arm)	MID	FKE	Ric-Man	//	\mathbb{N}	//	/									۷	Y	N	-	-		-	-	-	н	Y Y	-	May work concurrent with Segment 5 or NIEA rehabilitation. Flow control conditions at the CS gates is similar with the exception of utilizing CS-2. Schedule is estimatedy.
Segment 5 Lining*	15 Mile between ITC Corridor & Eberlein	MID	FKE	ORC	\mathbb{N}	\mathbb{N}	//											Y	N	Y			Y	Y	-	Y	- н	-	If work is concurrent with NIEA rehabilitation; CS-9 is required. Flow control dates may change depending on sediment removal means and methods.
NIEA Rehabilitation	PCI-18/19 Flow Control Structures (Contract 2A)	OMID	NTH	Z Contractors	//	$\left \right $	//	/									-	Y	N	• •	-	,	Y	Y	Y	-	- н		Shaft construction. MID/OMID flow control may be required depending on 7-Mile Relief Inter- Connection and PC-663 Gate status. Coordination with GLWA and downstream system when flow is diverted to 7 Mile Relief.
(Downstream of NESPS)	PCI-18/19 Spot Repairs and Linings (Contract 2B)	OMID	NTH	Z Contractors					$\langle \rangle$	\mathbb{N}	$\langle \rangle$	//	\mathbb{N}	$\langle \rangle$	//	\backslash		-	-	-	-		-	-	-	-		Y	PC-663 Gate closure will divert flow to 7 Mile Relief Sewer. Coordination with GLWA and downstream system when flow is diverted to 7 Mile Relief. NESPS should operate normally to pass DWF rates. (10/2024 to 5/2025)
NESPS Improvements	NESPS Pump Replacement	OMID	ASI	Walsh													-	Y	-	Y	-		Y	Y	Y	-	- н	-	Will require brief flow control for pump installation, gate installation, and electrical work.
DB-226 DRI Repairs (Reach 2A - 3B)	GLWA - DRI	GLWA	FKE	Jay Dee														-	-	-			-	-	-	-		-	Can be effected by flows rerouted from the NIEA to the DRI. Project status changes in late 2024 following completion of Reach 3B after which flow control for NIEA C2B is not impacted
Flow Control Structure Rehabilitation	CS-5, CS-6, CS-7, CS-8	OMID	ASI	TBD													N	N	-	-	-		-	- 1	N	N	- N	-	Work will take CS Structures out of Service during Gate and Operator modifications. Project currently on hold.
MID Inspection	Routine Inspection of MID Manholes & Interceptors	MID	NTH	Doetsch													-	-	-	-	-		-	-	-	-		-	Work time and schedule TBD at this time.
PSPS / COSDS Work (PSPS Shutdown)	PSPS	WRC	n/a	n/a													-	-	-	-			-	-	-	-		-	Diversion to PSPS is 10 to 15 MGD. Scheduled shut down of PSPS TBD for yearly maintence; no flow diversion to Pontiac WWTP (CRWRRF) during this time. Will significantly impact storage capabilities on the Oakland Arm CS gates.

Monthly DRAFT

Table updated for 6/1/2024. Estimates to be updated as necessary.

* Flow control will be required for sewer cleaning, cschedule on-going. Flow control requirements are TBD based on contractor means & methods, not reflected in "Control Devices Required to Store Flow" section. * Flow control will be required for sewer lining (Schedule TBD). Flow control CS requirements are defined in the "Control Devices Required to Store Flow" section.

PSPS and ELPS operations can significantly impact storage times upstream of CS-6, 7 & 8 and subsequently downstream control structures. Coordination & alerting for ELPS, PSPS, WRC Meters 1222/1223 & 1000 required.



Y = Required to store

-= Irrelevant

N = Required to not store

H = Helpful to extend work times. If available when not required for concurrent work.

Agenda Item No. 12

Financial Reports – General Financial Report and Status of State Revolving Fund Financing and Other Financing

	alance 7 Oakland Macomb InterceptorSeg5 Period: Month 8, 2024	OMID SEGMENT 5 BOND ISSUE PRJ-13252	OMID NI-EA CONSTRUCTION PRJ-13308	NESPS MECH-ELEC CONSTRUCTION PRJ-13309	YTD Balance
100100	Cash - Operating	2,239,707.69	4,520,094.52	10,372,283.41	17,132,085.62
143100	PrepaidExpemses			242,435.83	242,435.83
	ASSETS	2,239,707.69	4,520,094.52	10,614,719.24	17,374,521.45
201210	Vouchers Payable AP Cont		(127,700.55)	(788,971.81)	(916,672.36)
222300	Unearned Revenues	576,414.65	(1,026,815.32)	(2,892,320.31)	(3,342,720.98)
	LIABILITIES	576,414.65	(1,154,515.87)	(3,681,292.12)	(4,259,393.34)
698200	Insurance Recoveries			(769,476.00)	(769,476.00)
655000	Income From Investments	(964,038.34)			(964,038.34)
	REVENUES	(964,038.34)	0.00	(769,476.00)	(1,733,514.34)
730000	Contractual Services		1,804,577.37	4,321,819.34	6,126,396.71
770000	Internal Support Expenditures		46,720.04	65,588.41	112,308.45
	EXPENSES	0.00	1,851,297.41	4,387,407.75	6,238,705.16
381315	FB Restricted Debt	(47,288,433.00)			(47,288,433.00)
382100	FB Committed for Capital Proj	45,436,349.00	(5,216,876.06)	(10,551,358.87)	29,668,114.07
	Fund Balance	(1,852,084.00)	(5,216,876.06)	(10,551,358.87)	(17,620,318.93)
		(0.00)	0.00	0.00	0.00

Cash as of 05/31/2024 \$ 17,132,085.62

Invoices/Reimbursements for NIEA Construction on Current Agenda impacting Cash Balance (7,421.64)

Invoices/Reimbursements for NESPS Mech / Electrical Construction on Current Agenda impacting Cash Balance (236,060.81)

Total Net Cash Balance \$ 16,888,603.17

OCM Project Work In Progress	
Company	Oakland County
Projects and Project Hierarchies	PRJ-13308 OMID NI-EA CONSTRUCTION
Budget Structure	Project Task
Budget Name	
Period	FY2024 - May

Project	Final Budget	Actuals MTD	Commitments YTD	Obligations YTD	Actuals YTD	Total Spend YTD	Actuals LTD	Variance
Project Expenses	28,395,600.00	133,041.24	-	-	1,851,297.41	1,851,297.41	24,009,949.45	4,385,650.55
1 > Administration	584,000.00	-	-	-	-	-	175,749.40	408,250.60
1 > Contingency	2,581,000.00	-	-	-	-	-	-	2,581,000.00
1 > Engineering	478,000.00	5,311.53	-	-	42,200.57	42,200.57	252,993.19	225,006.81
1 > Engineering Consultants	4,913,000.00	15,200.55	-	-	445,570.12	445,570.12	5,860,618.88	(947,618.88)
1 > Facility Acquisition	17,983,600.00	112,500.00	-	-	1,369,007.25	1,369,007.25	17,197,983.29	785,616.71
1 > Inspection	260,000.00	-	-	-	-	-	-	260,000.00
1 > Legal and Financial	1,259,000.00	-	-	-	(10,000.00)	(10,000.00)	237,060.59	1,021,939.41
1 > Right of Way	265,000.00	29.16	-	-	4,519.47	4,519.47	86,378.76	178,621.24
1 > STANDARD	40,000.00	-	-	-	-	-	199,165.34	(159,165.34)
1 > Survey	32,000.00	-	-	-	-	-	-	32,000.00
Project Revenues	-	-	-	-	-	-	27,375,528.10	
RC605572 - Special	-	-	-	-	-	-	5,403,685.03	
RC697551 - Issuance of Bonds	-	-	-	-	-	-	21,965,099.65	
RC698200 - Insurance	-	-	-	-	-	-	6,743.42	
Revenue Over/ (Under) Expenses							3,365,578.65	

OCM Project Work In Progress	
Company	Oakland County
Projects and Project Hierarchies	PRJ-13309 NESPS MECH-ELEC CONSTRUCTION
Budget Structure	Project Task
Budget Name	
Period	FY2024 - May

Project	Final Budget	Actuals MTD	Commitments YTD	Obligations YTD	Actuals YTD	Total Spend YTD	Actuals LTD	Variance
Project Expenses	54,086,000.00	814,689.20	-	709,852.00	4,387,407.75	5,097,070.76	45,029,728.57	9,056,271.43
1 > Administration	620,000.00	1,028.16	-	-	3,439.19	3,439.19	47,858.25	572,141.75
1 > Contingency	4,917,000.00	-	-	-	-	-	-	4,917,000.00
1 > Engineering	446,000.00	2,328.72	-	-	35,834.07	35,834.07	317,315.76	128,684.24
1 > Engineering Consultants	3,987,000.00	254,474.63	-	-	550,218.94	550,218.94	3,830,808.37	156,191.63
1 > Facility Acquisition	40,857,000.00	487,704.68	-	-	3,388,705.49	3,388,705.49	38,779,825.91	2,077,174.09
1 > Inspection	285,000.00	3,711.60	-	-	28,726.18	28,726.18	418,402.07	(133,402.07)
1 > Legal and Financial	2,417,000.00	19,031.41	-	-	156,098.05	156,098.05	407,448.54	2,009,551.46
1 > Right of Way	393,000.00	-	-	-	-	-	-	393,000.00
1 > STANDARD	130,000.00	46,410.00	-	709,852.00	224,385.83	934,048.84	1,225,919.36	(1,095,919.36)
1 > Survey	34,000.00	-	-	-	-	-	2,150.31	31,849.69
Project Revenues	-	-	-	-	769,476.00	(769,476.00)	51,963,155.69	
RC605572 - Special Assessments Revenue	-	-	-	-	-	-	9,356,057.68	
RC697551 - Issuance of Bonds	-	-	-	-	-	-	41,837,622.01	
RC698200 - Insurance Recoveries	-	-	-	-	769,476.00	(769,476.00)	769,476.00	

Revenue Over/ (Under) Expenses

6,933,427.12

OCM Project Work In Progress	
Company	Oakland County
Projects and Project Hierarchies	PRJ-13252 OMID Segment 5
Budget Structure	Project Task
Budget Name Period	FY2024 - May

Project	Final Budget	Actuals MTD	Commitments YTD	Obligations YTD	Actuals YTD	Total Spend YTD	Actuals LTD	Variance
Project Expenses	-	-	-	-	-	-	757,136.57	(757,136.57)
1 > Administration	-	-	-	-	-	-	242,201.57	(242,201.57)
SC730177 - Bond Issuing Cost	-	-	-	-	-	-	242,201.57	(242,201.57)
1 > Legal and Financial	-	-	-	-	-	-	514,935.00	(514,935.00)
SC730177 - Bond Issuing Cost	-	-	-	-	-	-	514,935.00	(514,935.00)
Project Revenues	-	31,671.22	-	-	964,038.34	(964,038.34)	3,573,258.91	
RC605572 - Special	-	-	-	-	-	-	894,060.05	
RC655077 - Accrued Interest	-	-	-	-	167,703.74	(167,703.74)	86,724.04	
RC655385 - Income from	-	31,671.22	-	-	224,436.31	(224,436.31)	1,506,387.49	
RC655462 - Increase Market	-	-	-	-	571,898.29	(571,898.29)	1,084.24	
RC697219 - Premiums on Bonds	-	-	-	-	-	-	7,672,724.75	
RC697551 - Issuance of Bonds	-	-	-	-	-	-	(6,587,721.66)	
Revenue Over/ (Under) Expenses							2,816,122.34	

	Balance 8 NIEA Contract #2 Il Period: Month 8, 2024	NIEA Contract #2 Bond Issue PRJ-17384	NIEA Contract #2 Construction PRJ-17408	YTD Balance
100100	Cash - Operating	165,297.99	11,008,040.14	11,173,338.13
	ASSETS	165,297.99	11,008,040.14	11,173,338.13
222300	Unearned Revenues		(9,369,228.15)	(9,369,228.15)
	LIABILITIES	0.00	(9,891,683.31)	(9,891,683.31)
630000	Income From Investments		(1,125,000.00)	(1,125,000.00)
655000	Income From Investments	(546,545.69)		(546,545.69)
	REVENUES	(546,545.69)	(1,125,000.00)	(1,671,545.69)
730000	Contractual Services		5,689,671.82	5,689,671.82
	EXPENSES	0.00	5,689,671.82	5,689,671.82
382100	FB Committed for Capital Proj	381,247.70	(5,681,028.65)	(5,299,780.95)
	Fund Balance	381,247.70	(5,681,028.65)	(5,299,780.95)
		0.00	0.00	0.00
				A

Cash as of 05/31/2024 \$ 11,173,338.13

Invoices/Reimbursements for Construction PRJ-17408 on Current Agenda impacting Cash Balance (463,582.36)

Total Net Cash Balance \$ 10,709,755.77

OCM Project Work In Progress	
Company	Oakland County
Projects and Project Hierarchies	PRJ-17408 NI-EA C2 PCI 18&19 Rehab
Budget Structure	Project Task
Budget Name	
Period	FY2024 - May

Project	Final Budget	Actuals MTD	Commitments YTD	Obligations YTD	Actuals YTD	Total Spend YTD	Actuals LTD	Variance
Project Expenses	15,600,000.00	522,455.16	-	-	5,689,671.82	5,689,671.82	5,998,664.73	9,601,335.27
1 > Administration	95,287.00	-	-	-	-	-	-	95,287.00
1 > Engineering	235,465.00	-	-	-	-	-	-	235,465.00
1 > Engineering Consultants	2,089,000.00	74,330.17	-	-	607,038.19	607,038.19	670,233.44	1,418,766.56
1 > Facility Acquisition	12,596,000.00	448,124.99	-	-	4,606,304.62	4,606,304.62	4,852,102.28	7,743,897.72
1 > Inspection	230,037.00	-	-	-	-	-	-	230,037.00
1 > Legal and Financial	279,000.00	-	-	-	-	-	-	279,000.00
1 > Right of Way	42,000.00	-	-	-	-	-	-	42,000.00
1 > STANDARD	15,796.00	-	-	-	476,329.01	476,329.01	476,329.01	(460,533.01)
1 > Survey	17,415.00	-	-	-	-	-	-	17,415.00
Project Revenues	-	-	-	-	1,125,000.00	(1,125,000.00)	7,115,021.56	
RC605572 - Special Assessments Revenue	-	-	-	-	-	-	193,214.85	
RC631827 - Reimb General	-	-	-	-	1,125,000.00	(1,125,000.00)	1,125,000.00	
RC697219 - Premiums on Bonds Sold	-	-	-	-	-	-	176,878.45	
RC697551 - Issuance of Bonds	-	-	-	-	-	-	5,619,928.26	
Revenue Over/ (Under) Expenses							1,116,356.83	

OCM Project Work In Progress Company Projects and Project Hierarchies Budget Structure Budget Name Period	Oakland County PRJ-17384 OMII Project Task FY2024 - May		tract2 Bond Adm					
Project	Final Budget	Actuals MTD	Commitments YTD	Obligations YTD	Actuals YTD	Total Spend YTD	Actuals LTD	Variance
Project Expenses	-	-	-	-	-	-	124,622.50	(124,622.50)
1 > Administration	-	-	-	-	-	-	124,622.50	(124,622.50)
Project Revenues	-	20,687.11	-	-	546,545.69	(546,545.69)	289,920.49	
RC655385 - Income from Investments	-	20,687.11	-	-	160,403.35	(160,403.35)	179,848.75	
RC697551 - Issuance of Bonds	-	-	-	-	-	-	110,071.74	
Revenue Over/ (Under) Expenses							165,297.99	

Oakland County - Water Resources Commissioner's Office Fund Equity: Schedule of Reserves and Dedicated Funds As of Date: May 31, 2024

		Major	Emergency Maintenance	Capital		Committed for	
Fund	Description	Maintenance	Reserve	Improvement	Undesignated	Capital Projects	Total Equity
8291	2 OMIDD Maintenance Fund	4,973,266.44	2,515,991.49	7,080,256.97	4,108,457.23		18,677,972.13
8491	7 OMIDD Seg 5 - Project 1-3252 Interceptor Seg 5 - Project 1-3308 NI - EA Construction - Project 1-3309 NESPS Construction					2,816,122.34 3,365,578.65 6,933,427.12	13,115,128.11
8491	8 OMIDDD North Interceptor East Arm – Contract #2 - Project: PRJ-17384 OMIDDD NIEA Contract2 Bo - Project: PRJ-17408 OMIDDD NIEA Contract2 Co	ond Adm				165,297.99 1,116,356.83	1,281,654.82
Total E	quity in Maintenance and Construction Funds						31,793,100.24

NOTE: This report presents pre-closing figures and as such are subject to change

OAKLAND MACOMB INTERCEPTOR DRAINAGE BOARD - APPROVAL OF INVOICES/REIMBURSEMENTS

OMIDD Meeting Date 06/12/2024

		84917	84917	84918	82912	
		1-3308	1-3309	1-7408		
Payable To	Invoice #	Segment 5 <u>NIEA</u> Construction	<u>Segment 5</u> <u>NESPS</u> <u>Mech / Electric</u> <u>Construction</u>	<u>NIEA</u> <u>Contract #2</u> <u>Construction</u>	Operations <u>&</u> Maintenance	<u>Total</u>
Oakland County *	WRC Labor/Fringes/Non-direct Labor (02/24/2024 - 03/22/2024)	5,210.03	6,798.92			12,008.95
Oakland County *	WRC Equipment (02/24/2024 - 03/22/2024)	130.66	269.56			400.22
Clark Hill PLC	Invoice # 1432299 Matter 463149 Walsh Construction Svs Through 4/30/2024		1,402.50			1,402.50
Clark Hill PLC	Invoice # 1432305 Matter 490169 NIEA Svs Through 4/30/2024	1,173.00				1,173.00
CSM Mechanical, LLC	Invoice # 3227 - T&M 5/20/24				539.00	539.00
HESCO (Hamlett)	Invoice # 242299 Trouble Shoot and Reair CS-5 Hydraulic Gate 4/18/24				7,260.00	7,260.00
HESCO (Hamlett)	Invoice # 242311 Trouble Shoot and Reair CS-9 Hydraulic Gate 5/14/24				6,898.75	6,898.75
Lardner Elevator Company	Invoice # 201192 - Elevator Re-Cabling & Sheave April 2024				26,890.00	26,890.00
METCO Consulting Engineers	Invoice # 1811-65 04/29/2024 Through 06/02/2024				102,537.04	102,537.04
Motor City Electric Technologies	Invoice # 95665 T&M SCADA Work 4/18/24				2,131.55	2,131.55
Motor City Electric Technologies	Invoice # 95722 T&M SCADA Work 5/12/24				279.00	279.00
NTH Consultants	Invoice # 635991 (D-421 & D-462) Engineering Services 4/20/24 - 5/17/24		746.28			746.28
NTH Consultants	Invoice # 635992 (D-425 & D-457) Engineering Services 4/20/24 - 5/17/24	6,248.64				6,248.64
NTH Consultants	Invoice # 635994 (D-458 & D-463) Engineering Services 4/20/24 - 5/17/24			98,801.12		98,801.12
PMA Consultants	Invoice # 03559.01-47 Professional Services NESPS 4/1 - 4/30/24		21,525.26			21,525.26
Walsh Construction	Construction Estimate # 44 NESPS Pump & Electircal Upgrades Project		212,386.77			212,386.77
Z Contractors	Construction Estimate # 9 NI-EA contract #2A and 2B - PCI 18 and 19			364,781.24		364,781.24
	Total Invoices/Reimbursements for Approval	12,762.33	243,129.29	463,582.36	146,535.34	866,009.32
	* Less WRC Charges already paid from OMI Fund	(5,340.69)	(7,068.48)	0.00		(12,409.17)
Total Invoices/Reimburs	ements that will impact Cash Balance listed on Current Trial Balance submitted to OMI Drain Board	7,421.64	236,060.81	463,582.36	146,535.34	853,600.15

Agenda Item No. 13

Invoices

OMI Seg	ment 5 NESP M	lech - Elect Co	nstruction Project - W	RC Labor/Frin	ges/Non-Dir	ect Labor Facto	r for Trans Dates -	4/20/2024	- {	5/17/2024
_		Date Worked		Hours/Units	Cost	Cost Category	Assign Equipment			Activity
1131289			PUSCAS, JACK J	1.00			WRCADM	PRJ-13309		ENGINEERING
			PUSCAS, JACK J	1.00			WRCADM	PRJ-13309		ENGINEERING
1131289	4/24/2024	4/15/2024	PUSCAS, JACK J	3.00	\$260.34	REGULAR	WRCADM	PRJ-13309		ENGINEERING
1131289	5/8/2024	4/29/2024	PUSCAS, JACK J	3.00	\$260.34	REGULAR	WRCADM	PRJ-13309	E	ENGINEERING
1131289	5/8/2024	4/24/2024	PUSCAS, JACK J	1.00	\$86.78	REGULAR	WRCADM	PRJ-13309	E	ENGINEERING
1131289	4/24/2024	4/8/2024	PUSCAS, JACK J	1.00	\$86.78	REGULAR	WRCADM	PRJ-13309	E	ENGINEERING
			PUSCAS, JACK J Tot	al	\$867.80					
1255122	5/13/2024	5/13/2024	ROBERTOY, KATY	2.00	\$122.54	REGULAR	WRCCON	PRJ-13309	ŀ	ADMINISTRATION
1255122	5/13/2024	5/10/2024	ROBERTOY, KATY	2.00	\$122.54	REGULAR	WRCCON	PRJ-13309	ŀ	ADMINISTRATION
1255122	5/13/2024	5/7/2024	ROBERTOY, KATY	4.00	\$245.08	REGULAR	WRCCON	PRJ-13309	ŀ	ADMINISTRATION
1255122	5/15/2024	5/14/2024	ROBERTOY, KATY	8.00	\$490.16	REGULAR	WRCCON	PRJ-13309	F	ADMINISTRATION
			ROBERTOY, KATY Total							
1094849			BROWN, JOEL	3.00	\$421.08		WRCCON	PRJ-13309	E	ENGINEERING
1094849	4/25/2024	4/15/2024	BROWN, JOEL	0.50	\$70.18	REGULAR	WRCCON	PRJ-13309	E	ENGINEERING
1094849	4/25/2024	4/12/2024	BROWN, JOEL	1.00	\$140.36	REGULAR	WRCCON	PRJ-13309	E	ENGINEERING
1094849	4/25/2024	4/11/2024	BROWN, JOEL	2.00	\$280.72	REGULAR	WRCCON	PRJ-13309	E	ENGINEERING
1094849	4/25/2024	4/10/2024	BROWN, JOEL	1.50	\$210.54	REGULAR	WRCCON	PRJ-13309	E	ENGINEERING
1094849	4/25/2024	4/9/2024	BROWN, JOEL	1.50	\$210.54	REGULAR	WRCCON	PRJ-13309	E	ENGINEERING
1094849	4/25/2024	4/8/2024	BROWN, JOEL	0.50	\$70.18	REGULAR	WRCCON	PRJ-13309	E	ENGINEERING
			BROWN, JOEL Total		\$1,403.60					
1050210	5/14/2024		POUSHO, ROBERT	8.00	\$472.96	REGULAR	WRCCON	PRJ-13309	I	NSPECTION
1050210	5/14/2024	5/15/2024	POUSHO, ROBERT	4.00	\$236.48	REGULAR	WRCCON	PRJ-13309	I	NSPECTION
1050210	5/14/2024	5/14/2024	POUSHO, ROBERT	8.00	\$472.96	REGULAR	WRCCON	PRJ-13309	I	NSPECTION
1050210	5/14/2024	5/9/2024	POUSHO, ROBERT	8.00	\$472.96	REGULAR	WRCCON	PRJ-13309	I	NSPECTION
1050210	5/14/2024	5/7/2024	POUSHO, ROBERT	8.00	\$472.96	REGULAR	WRCCON	PRJ-13309	I	NSPECTION
1050210	4/30/2024	4/30/2024	POUSHO, ROBERT	8.00	\$472.96	REGULAR	WRCCON	PRJ-13309	I	NSPECTION
1050210	4/30/2024	4/25/2024	POUSHO, ROBERT	8.00	\$472.96	REGULAR	WRCCON	PRJ-13309	I	NSPECTION
1050210	4/30/2024	4/23/2024	POUSHO, ROBERT	8.00	\$472.96	REGULAR	WRCCON	PRJ-13309	I	NSPECTION
			POUSHO, ROBERT T	otal	\$3,547.20					
			Grand Total		\$6,798.92					
1030210	4/50/2024		POUSHO, ROBERT T		\$3,547.20		WINCOON	F 13-13309		

OMI Segi	ment 5 NESP N	lech - Elect Co	nstruction Project - W	RC Labor/Frin	nges/Non-D	irect Labor Facto	r for Trans Dates -	4/20/2024	- 5/17/2024
WOID	Date Entered			Hours/Units	Cost	Cost Category	Assign Equipment		Activity
1094849	4/25/2024	4/8/2024	BROWN, JOEL	0.50		ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849	4/25/2024	4/9/2024	BROWN, JOEL	1.50	\$0.60	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849	4/25/2024	4/10/2024	BROWN, JOEL	1.50	\$0.60	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1094849		4/11/2024	BROWN, JOEL	2.00	\$0.80	ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
		4/12/2024	BROWN, JOEL	1.00		ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
		4/15/2024	BROWN, JOEL	0.50		ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
		4/18/2024	BROWN, JOEL	3.00		ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
		4/8/2024	BROWN, JOEL	0.50		ASSIGNED		PRJ-13309	
						ASSIGNED	PC/Computer	PRJ-13309 PRJ-13309	ENGINEERING
		4/9/2024	BROWN, JOEL	1.50	1		PC/Computer		ENGINEERING
		4/10/2024	BROWN, JOEL	1.50		ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
		4/11/2024	BROWN, JOEL	2.00		ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
		4/12/2024	BROWN, JOEL	1.00		ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
		4/15/2024	BROWN, JOEL	0.50		ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1094849	4/25/2024	4/18/2024	BROWN, JOEL	3.00	\$7.02	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1094849	4/25/2024	4/8/2024	BROWN, JOEL	0.50	\$0.13	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
1094849	4/25/2024	4/9/2024	BROWN, JOEL	1.50	\$0.38	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
1094849	4/25/2024	4/10/2024	BROWN, JOEL	1.50	\$0.38	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
1094849		4/11/2024	BROWN, JOEL	2.00	\$0.50	ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
		4/12/2024	BROWN, JOEL	1.00		ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
		4/15/2024	BROWN, JOEL	0.50		ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
		4/18/2024	BROWN, JOEL	3.00		ASSIGNED	Tablet/iPad	PRJ-13309	ENGINEERING
100-0-0	1/20/2024	., 10/2024	BROWN, JOEL Total	5.00	\$29.92			110-10000	
1050040	4/30/2024	4/23/2024	POUSHO, ROBERT	8.00		ASSIGNED	Cell Phone	PRJ-13309	INSPECTION
		4/25/2024	POUSHO, ROBERT	8.00		ASSIGNED	Cell Phone	PRJ-13309	INSPECTION
		4/30/2024	POUSHO, ROBERT	8.00		ASSIGNED	Cell Phone	PRJ-13309	INSPECTION
	5/14/2024	5/7/2024	POUSHO, ROBERT	8.00		ASSIGNED	Cell Phone	PRJ-13309	INSPECTION
		5/9/2024	POUSHO, ROBERT	8.00		ASSIGNED	Cell Phone	PRJ-13309	INSPECTION
	5/14/2024	5/14/2024	POUSHO, ROBERT	8.00		ASSIGNED	Cell Phone	PRJ-13309	INSPECTION
	5/14/2024	5/15/2024	POUSHO, ROBERT	4.00		ASSIGNED	Cell Phone	PRJ-13309	INSPECTION
	5/14/2024	5/16/2024	POUSHO, ROBERT	8.00		ASSIGNED	Cell Phone	PRJ-13309	INSPECTION
1050210	4/30/2024	4/23/2024	POUSHO, ROBERT	8.00	\$18.72	ASSIGNED	PC/Computer	PRJ-13309	INSPECTION
1050210	4/30/2024	4/25/2024	POUSHO, ROBERT	8.00	\$18.72	ASSIGNED	PC/Computer	PRJ-13309	INSPECTION
1050210	4/30/2024	4/30/2024	POUSHO, ROBERT	8.00	\$18.72	ASSIGNED	PC/Computer	PRJ-13309	INSPECTION
1050210	5/14/2024	5/7/2024	POUSHO, ROBERT	8.00	\$18.72	ASSIGNED	PC/Computer	PRJ-13309	INSPECTION
1050210	5/14/2024	5/9/2024	POUSHO, ROBERT	8.00	\$18.72	ASSIGNED	PC/Computer	PRJ-13309	INSPECTION
1050210	5/14/2024	5/14/2024	POUSHO, ROBERT	8.00		ASSIGNED	PC/Computer	PRJ-13309	INSPECTION
	5/14/2024	5/15/2024	POUSHO, ROBERT	4.00		ASSIGNED	PC/Computer	PRJ-13309	INSPECTION
	5/14/2024	5/16/2024	POUSHO, ROBERT	8.00		ASSIGNED	PC/Computer	PRJ-13309	INSPECTION
	0, 1	0, 10,2021	POUSHO, ROBERT TO		\$164.40		. e/eeniputei		
1131280	4/24/2024	4/8/2024	PUSCAS, JACK J	1.00		ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1131289		4/24/2024	PUSCAS, JACK J	1.00		ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
						ASSIGNED			
1131289		4/29/2024	PUSCAS, JACK J	3.00			Cell Phone	PRJ-13309 PRJ-13309	ENGINEERING
		4/15/2024	PUSCAS, JACK J	3.00		ASSIGNED	Cell Phone		ENGINEERING
		4/16/2024	PUSCAS, JACK J	1.00		ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
1131289		4/22/2024	PUSCAS, JACK J	1.00		ASSIGNED	Cell Phone	PRJ-13309	ENGINEERING
		4/8/2024	PUSCAS, JACK J	1.00		ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1131289		4/24/2024	PUSCAS, JACK J	1.00		ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1131289		4/29/2024	PUSCAS, JACK J	3.00		ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
		4/15/2024	PUSCAS, JACK J	3.00		ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
		4/16/2024	PUSCAS, JACK J	1.00		ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
1131289	5/8/2024	4/22/2024	PUSCAS, JACK J	1.00	\$2.34	ASSIGNED	PC/Computer	PRJ-13309	ENGINEERING
			PUSCAS, JACK J Tota	al	\$27.40				
1255122	5/15/2024	5/14/2024	ROBERTOY, KATY	8.00	\$3.20	ASSIGNED	Cell Phone	PRJ-13309	ADMINISTRATION
1255122	5/13/2024	5/7/2024	ROBERTOY, KATY	4.00		ASSIGNED	Cell Phone	PRJ-13309	ADMINISTRATION
	5/13/2024	5/10/2024	ROBERTOY, KATY	2.00		ASSIGNED	Cell Phone	PRJ-13309	ADMINISTRATION
		5/13/2024	ROBERTOY, KATY	2.00		ASSIGNED	Cell Phone	PRJ-13309	ADMINISTRATION
	5/15/2024	5/14/2024	ROBERTOY, KATY	8.00		ASSIGNED	PC/Computer	PRJ-13309	ADMINISTRATION
		5/7/2024	ROBERTOY, KATY	4.00	-	ASSIGNED	PC/Computer	PRJ-13309	ADMINISTRATION
	5/13/2024	5/10/2024	ROBERTOY, KATY	2.00		ASSIGNED	PC/Computer	PRJ-13309	ADMINISTRATION
		5/13/2024	ROBERTOY, KATY	2.00		ASSIGNED	PC/Computer	PRJ-13309	ADMINISTRATION
							•		
	5/15/2024	5/14/2024	ROBERTOY, KATY	8.00		ASSIGNED	Tablet/iPad	PRJ-13309	ADMINISTRATION
		5/7/2024	ROBERTOY, KATY	4.00		ASSIGNED	Tablet/iPad	PRJ-13309	ADMINISTRATION
	5/13/2024	5/10/2024	ROBERTOY, KATY	2.00		ASSIGNED	Tablet/iPad	PRJ-13309	ADMINISTRATION
1255122	5/13/2024	5/13/2024	ROBERTOY, KATY	2.00		ASSIGNED	Tablet/iPad	PRJ-13309	ADMINISTRATION
			ROBERTOY, KATY To	otal	\$47.84				
			Grand Total		\$269.56				

OMI Seg	II Segment 5 NI-EA Construction Project - WRC Labor/Fringes/Non-Direct Labor Factor for Trans Dates -					4/20/2024	- 5/17/2024		
WOID		Date Worked		Hours/Units	Cost		Assign Equipment	Project	Activity
1131284		4/30/2024	PUSCAS, JACK J	1.00	1		-	PRJ-13308	ENGINEERING
1131284		4/23/2024	PUSCAS, JACK J	1.00	1		WRCADM	PRJ-13308	ENGINEERING
		4/16/2024	PUSCAS, JACK J	2.00	1		WRCADM	PRJ-13308	ENGINEERING
		4/9/2024	PUSCAS, JACK J	1.00			WRCADM	PRJ-13308	ENGINEERING
1131284	5/8/2024	4/30/2024	PUSCAS, JACK J	2.00	\$173.56	REGULAR	WRCADM	PRJ-13308	ENGINEERING
			PUSCAS, JACK J Total		\$607.46				
1208707	4/24/2024	4/17/2024	COOK, JENNIFER	4.00	\$499.12	OVERTIME	WRCADM	PRJ-13308	ENGINEERING
1208707	4/24/2024	4/16/2024	COOK, JENNIFER	1.00	\$124.78	OVERTIME	WRCADM	PRJ-13308	ENGINEERING
1208707	4/24/2024	4/16/2024	COOK, JENNIFER	8.00	\$858.72	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1208707	4/24/2024	4/15/2024	COOK, JENNIFER	1.00	\$107.34	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1208707	4/24/2024	4/17/2024	COOK, JENNIFER	8.00	\$858.72	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1208707	5/9/2024	4/25/2024	COOK, JENNIFER	2.00	\$214.68	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1208707	5/9/2024	4/23/2024	COOK, JENNIFER	1.00	\$107.34	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1208707	5/9/2024	4/30/2024	COOK, JENNIFER	2.00	\$214.68	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1208707	5/9/2024	4/29/2024	COOK, JENNIFER	2.00	\$214.68	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1208707	4/24/2024	4/9/2024	COOK, JENNIFER	1.00	\$107.34	REGULAR	WRCADM	PRJ-13308	ENGINEERING
1208707	5/9/2024	5/2/2024	COOK, JENNIFER	2.00	\$214.68	REGULAR	WRCADM	PRJ-13308	ENGINEERING
			COOK, JENNIFER Total		\$3,522.08				
1094815	4/25/2024	4/19/2024	BROWN, JOEL	2.00	\$280.72	REGULAR	WRCCON	PRJ-13308	ENGINEERING
1094815	4/25/2024	4/15/2024	BROWN, JOEL	2.00	\$280.72	REGULAR	WRCCON	PRJ-13308	ENGINEERING
1094815	4/25/2024	4/12/2024	BROWN, JOEL	1.00	\$140.36	REGULAR	WRCCON	PRJ-13308	ENGINEERING
1094815	4/25/2024	4/11/2024	BROWN, JOEL	1.00	\$140.36	REGULAR	WRCCON	PRJ-13308	ENGINEERING
1094815	4/25/2024	4/9/2024	BROWN, JOEL	0.50	\$70.18	REGULAR	WRCCON	PRJ-13308	ENGINEERING
1094815	4/25/2024	4/8/2024	BROWN, JOEL	1.00	\$140.36	REGULAR	WRCCON	PRJ-13308	ENGINEERING
			BROWN, JOEL Total		\$1,052.70				
1094816	5/1/2024	4/23/2024	MOLCZYK, KATE	0.50	\$27.79	REGULAR	WRCROW	PRJ-13308	ROW
			MOLCZYK, KATE Total		\$27.79				
			Grand Total		\$5,210.03				

OMI Segment 5 NI-EA Construction Project - WRC Labor/Fringes/Non-Direct Labor Factor for Trans Dates -						4/20/2024 -	5/17/2024	
WOID	Data Entanad	Data Markad	Norma/Decerimtica		Cost Cost Cotomore	Accien Fauinment	Ducient	
	Date Entered		Name/Description	Hours/Units 1.00	Cost Cost Category	Assign Equipment	Project	Activity ENGINEERING
			BROWN, JOEL	0.50	\$0.40 ASSIGNED \$0.20 ASSIGNED	Cell Phone	PRJ-13308 PRJ-13308	ENGINEERING
1094815		4/9/2024 4/11/2024	BROWN, JOEL BROWN, JOEL	1.00	\$0.40 ASSIGNED	Cell Phone	PRJ-13308 PRJ-13308	ENGINEERING
1094815			BROWN, JOEL	1.00	\$0.40 ASSIGNED	Cell Phone	PRJ-13308	ENGINEERING
1094815		4/12/2024	BROWN, JOEL	2.00	\$0.80 ASSIGNED	Cell Phone	PRJ-13308	ENGINEERING
				2.00		Cell Phone		ENGINEERING
1094815	4/23/2024	4/19/2024	BROWN, JOEL BROWN, JOEL Total	2.00	\$0.80 ASSIGNED \$3.00	Cell Phone	PRJ-13308	ENGINEERING
1131284	5/0/2024	4/30/2024	PUSCAS, JACK J	2.00	\$0.80 ASSIGNED	Cell Phone	PRJ-13308	ENGINEERING
1131284		4/9/2024	PUSCAS, JACK J	1.00	\$0.40 ASSIGNED	Cell Phone	PRJ-13308	ENGINEERING
1131284		4/16/2024	PUSCAS, JACK J	2.00	\$0.40 ASSIGNED	Cell Phone	PRJ-13308	ENGINEERING
1131284			PUSCAS, JACK J	1.00	\$0.40 ASSIGNED	Cell Phone	PRJ-13308	ENGINEERING
1131284		4/30/2024	PUSCAS, JACK J	1.00	\$0.40 ASSIGNED	Cell Phone	PRJ-13308	ENGINEERING
1131204	5/6/2024	4/30/2024	PUSCAS, JACK J PUSCAS, JACK J Total	1.00	\$2.80		FKJ-13300	ENGINEERING
1208707	5/0/2024	5/2/2024	COOK, JENNIFER	2.00	\$0.80 ASSIGNED	Cell Phone	PRJ-13308	ENGINEERING
1208707		4/15/2024	COOK, JENNIFER	1.00	\$0.40 ASSIGNED	Cell Phone	PRJ-13308	ENGINEERING
		4/16/2024	COOK, JENNIFER	8.00	\$3.20 ASSIGNED	Cell Phone	PRJ-13308	ENGINEERING
					\$0.40 ASSIGNED	Cell Phone		
1208707 1208707		4/16/2024 4/17/2024	COOK, JENNIFER	1.00 4.00		Cell Phone	PRJ-13308 PRJ-13308	ENGINEERING
1208707		4/17/2024	COOK, JENNIFER COOK, JENNIFER	4.00	\$1.60 ASSIGNED \$3.20 ASSIGNED	Cell Phone	PRJ-13308 PRJ-13308	ENGINEERING ENGINEERING
1208707		4/17/2024 4/23/2024	COOK, JENNIFER	1.00	\$0.40 ASSIGNED	Cell Phone	PRJ-13308 PRJ-13308	ENGINEERING
1208707		4/25/2024		2.00	\$0.40 ASSIGNED	Cell Phone		ENGINEERING
1208707		4/25/2024 4/29/2024	COOK, JENNIFER COOK, JENNIFER	2.00	\$0.80 ASSIGNED	Cell Phone	PRJ-13308 PRJ-13308	ENGINEERING
1208707		4/29/2024		2.00	\$0.80 ASSIGNED	Cell Phone		
1208707			COOK, JENNIFER COOK, JENNIFER	1.00	\$0.40 ASSIGNED	Cell Phone	PRJ-13308 PRJ-13308	ENGINEERING ENGINEERING
1200707	4/24/2024	4/9/2024		1.00	\$12.80		FRJ-13300	ENGINEERING
1094816	E/1/2024	4/23/2024	COOK, JENNIFER Total MOLCZYK, KATE	0.50	\$0.20 ASSIGNED	Cell Phone	PRJ-13308	ROW
1094010	5/1/2024		MOLCZYK, KATE Total	0.50	\$0.20 ASSIGNED		FKJ-13300	ROW
1094815	1/25/2024		BROWN, JOEL	1.00	\$2.34 ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1094815			BROWN, JOEL	0.50		PC/Computer	PRJ-13308	ENGINEERING
1094815		4/11/2024	BROWN, JOEL	1.00	\$2.34 ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1094815		4/12/2024	BROWN, JOEL	1.00	\$2.34 ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1094815		4/12/2024	BROWN, JOEL	2.00	\$4.68 ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1094815		4/19/2024	BROWN, JOEL	2.00	\$4.68 ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1094013	4/23/2024	4/19/2024	BROWN, JOEL Total	2.00	\$17.55		F1\J-13300	LINGINELINING
1131284	5/8/2024	4/30/2024	PUSCAS, JACK J	2.00	\$4.68 ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1131284		4/9/2024	PUSCAS, JACK J	1.00	\$2.34 ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1131284		4/16/2024	PUSCAS, JACK J	2.00	\$4.68 ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1131284		4/23/2024	PUSCAS, JACK J	1.00	\$2.34 ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1131284		4/30/2024	PUSCAS, JACK J	1.00	\$2.34 ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1101204	5/0/2024	4/30/2024	PUSCAS, JACK J Total	1.00	\$16.38		110-10000	LINGINEEKING
1208707	5/9/2024	5/2/2024	COOK, JENNIFER	2.00		PC/Computer	PRJ-13308	ENGINEERING
1208707		4/15/2024	COOK, JENNIFER	1.00	\$2.34 ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
		4/16/2024	COOK, JENNIFER	8.00		PC/Computer	PRJ-13308	ENGINEERING
1208707		4/16/2024	COOK, JENNIFER	1.00	\$2.34 ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1208707		4/17/2024	COOK, JENNIFER	4.00	\$9.36 ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1208707		4/17/2024	COOK, JENNIFER	8.00	\$18.72 ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1208707		4/23/2024	COOK, JENNIFER	1.00	\$2.34 ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1208707		4/25/2024	COOK, JENNIFER	2.00	\$4.68 ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1208707			COOK, JENNIFER	2.00	\$4.68 ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1208707		4/30/2024	COOK, JENNIFER	2.00	\$4.68 ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
1208707		4/9/2024	COOK, JENNIFER	1.00	\$2.34 ASSIGNED	PC/Computer	PRJ-13308	ENGINEERING
			COOK, JENNIFER Total	1.00	\$74.88			
1094816	5/1/2024	4/23/2024	MOLCZYK, KATE	0.50	\$1.17 ASSIGNED	PC/Computer	PRJ-13308	ROW
			MOLCZYK, KATE Total	0.00	\$1.17			
1094815	4/25/2024	4/8/2024	BROWN, JOEL	1.00	\$0.25 ASSIGNED	Tablet/iPad	PRJ-13308	ENGINEERING
1094815			BROWN, JOEL	0.50		Tablet/iPad	PRJ-13308	ENGINEERING
1094815			BROWN, JOEL	1.00	\$0.25 ASSIGNED	Tablet/iPad	PRJ-13308	ENGINEERING
1094815		4/12/2024	BROWN, JOEL	1.00	\$0.25 ASSIGNED	Tablet/iPad	PRJ-13308	ENGINEERING
1094815		4/15/2024	BROWN, JOEL	2.00	\$0.50 ASSIGNED	Tablet/iPad	PRJ-13308	ENGINEERING
1094815			BROWN, JOEL	2.00	\$0.50 ASSIGNED	Tablet/iPad	PRJ-13308	ENGINEERING
100-010	., _0, _0_7	., 10,202-1	BROWN, JOEL Total	2.00	\$1.88			
			Grand Total		\$130.66			
					¥100.00			



	Invoice:	1432299	
Oakland County Water Resources Commissioner, MI	Date:	05/07/2024	
Attn: Megan Koss, Esq.	Client:	30164	
One Public Works Drive	Matter:	463149	
Waterford, MI 48328-1907			
WRCinvoices@oakgov.com	84917-6010101-149015-731073-1-3309 -LEGAL - Ch. 21 - CON9318		
Matter Name: Construction Dispute - Walsh Construction	Jel Am	6/6/2024	

LEGAL SERVICES RENDERED AND COSTS ADVANCED THROUGH APRIL 30, 2024

Total Fees:	\$ 1,402.50
Total Due This Invoice:	\$ 1,402.50



Oakland County Water Resources Comr Attn: Megan Koss, Esq.	nissioner, MI	Invoice: Date: Client:	1432305 05/07/2024 30164
One Public Works Drive Waterford, MI 48328-1907 WRCinvoices@oakgov.com	84917-6010101-1490 CON9318	Matter: 15-731073-2603- ⁻	490169 1-3308-LEGAL - Ch. 21 -
Matter Name: North Interceptor East A	m Jel tim	6/6/2024	

LEGAL SERVICES RENDERED AND COSTS ADVANCED THROUGH APRIL 30, 2024

Total Fees:	\$ 1,173.00
Total Due This Invoice:	\$ 1,173.00



WO 1188

1235 Holden Ave Milford Charter Twp, MI 48381 (248) 302-2078

Bill To

OMIDD One Public Works Drive, Building 95 West Waterford, MI 48328 US

82912-6010101-149090-730660-8637 - Ch. 21 - v #15750 - li #44348

Jel An

6/6/2024

PROPERTY NAME OMIDD - Detroit - 11001

AUTHORIZED BY

CUSTOMER NAME

OMIDD

CUSTOMER WO

Invoice 3227

May 2, 2024

Job Number PO Number Payment Terms

01188 Net 30

1994

Total Due

Due Date

\$539.00

Jun 1, 2024

PROPERTY ADDRESS 11001 E State Fair Ave Detroit, MI 48234

NTE

Invoice Summary

Scope of Work:

- 1. Annual certification of facility 6" back-flow preventer.
- 2. Clean incoming facility water bypass strainer.
- 3. Remove and clean domestic water strainer.
- 4. Replace and seal domestic water strainer.

Resolution:

- 1. During Visit 1, the technician returned to the site to clean out the strainer
- 2. Visit 2 involved cleaning the incoming facility water bypass strainer, as well as tagging and dating the information form for back-flow testing.
- 3. Additionally, the domestic water strainer was removed, cleaned, and replaced to maintain optimal performance and prevent any potential issues.
- 4. The technician also ensured a proper seal on the domestic water strainer to prevent any leaks or contamination.

Please find the detailed breakdown of the scope of work and resolutions for each visit in the invoice.

Item Name	Description	Quantity	Unit Price	Price Subtotal
Labor	Thomas Kimmel - April 17, 2024 - Labor	2	\$111.00	\$222.00
Labor	Larry Haines - April 18, 2024 - Labor	2	\$111.00	\$222.00
Vehicle / Tool Allowance	Vehicle / Tool Allowance	1	\$95.00	\$95.00
		- 5		\$539.00

TM- 5-20-24

Taxable Subtotal	\$0.00
Sales Tax Rate	0%
Tax Amount	\$0.00
Total	\$539.00



Knowledgeable • Professional • Attentive • Likeable

hesco-mi.com

WO 1181

Invoice No. 242299

Date: 05/08/2024

29770 Hudson Drive Novi, MI 48377 Phone: (586) 978-7200

82912-149130-730660-8638-Ch. 21- v#3091- exp 6/30/25 - li#42703

Billed To: OMID Drainage District 1 Public Works Drive Waterford MI 48328

Jel An 6/6/2024

Client ID: 669 Contract ID:5819 HESCO Project:2019807S OMID Flow Control Structures

Contact: Terry Moore	P.O.# WO# 1181 CS-5	Salesperson:Kevin Livingston	Due Date:06/07/2024

Description	Unit	Quantity	Price	Amount
WO# 1181 CS-5, April 18, 2024				
Senior Tech	Hours	8 00	195 00	1,560 00
Tech 1	Hours	5.50	185 00	1,017 50
Tech 2	Hours	7.75	175 00	1 356 25
Senior Tech-OT	Hours	1.50	292 50	438 75
Ventilaton Support (Subcontracted) 1 Day	Day	1.00	2,887.50	2,887.50
Daily Rate=2,750+5% markup	2			

Notes:

-TM- 5-20-24

ACH PAYMENTS:	A
HESCO GROUP LLC	a
Bell Bank	
3100 13th Avenue South	F
Fargo. ND 58103	H
Account# 6521465341	2
ABA (Routing #) 091310521	N
SWIFT Code BSTTUS44	

ACH/EFT Remittance: ap@hesco-mi.com

Remittance Checks To: HESCO Group LLC 29770 Hudson Drive Novi. MI 48377 Credit Card Payment: Please call Receivables 1-586-978-7200 ext 101

OUR TAX ID HAS CHANGED! EIN: 93-3969817

Non-Taxable Amount	7,260 00
Taxable Amount	0 00
Sales Tax	0 00
Total Invoice	7 260 00
Retention	0 00
Payments/Credits	0 00
Amount Due	7,260.00



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29770 Hudson Drive Novi, MI 48377 Phone: (586) 978-7200 hesco-mi.com

Invoice No. 242311

Date: 05/14/2024

175.00

2,887.50

1,443.75

2,887.50

82912-149130-730660-8638-Ch. 21- v#3091- exp 6/30/25 li#42703

Billed To: OMID Drainage District 1 Public Works Drive Waterford MI 48328

Jel Am 6/6/2024

Hours

Day

Client ID: 669 Contract ID:5819 HESCO Project 2019807S OMID Flow Control Structures

8.25

1.00

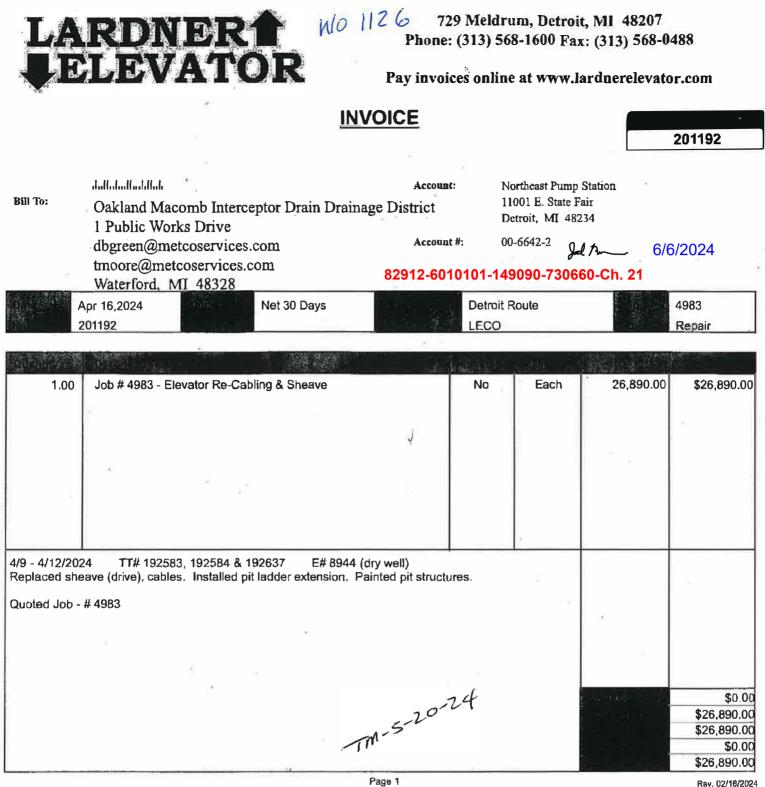
Contact: Terry Moore	P.O.# WO# 1190 CS-9	Salesperson:Kevin Li	lesperson:Kevin Livingston		Due Date:05/14/2024		
Description		Unit	Quantity	Price	Amount		
WO# 1190 CS-9, May 10, 2024							
Senior Tech		Hours	7.00	195.00	1,365.00		
Tech 1		Hours	6.50	185.00	1,202.50		

Tech 1 Tech 2 Ventilaton Support (Subcontracted) 1 Day Daily Rate=2,750+5% markup

Notes:

-TM-5-16-24

ACH PAYMENTS:	ACH/EFT Remittance:	Credit Card Payment:	Non-Taxable Amount:	6.898.75
HESCO GROUP LLC ap@hesco-mi.com Please call Receiv Bell Bank 1-586-978-7200 ex 3100 13th Avenue South Remittance Checks To:	Please call Receivables 1-586-978-7200 ext 101 OUR TAX ID HAS CHANGED!	Taxable Amount: Sales Tax: Total Invoice	0,000 0.00 6,898.75	
		Retention: Payments/Credits:	0.00 0.00	
		Page 1	Amount Due	6,898.75



Page 1

PLEASE DETACH THIS PORTION AND RETURN WITH PAYMENT

00-6642-2 Account # Northeast Pump Station Invoice # 201192 Lardner Elevator Company Amount \$ 26,890.00 729 Meldrum Detroit, MI 48207 Paid \$



12835 Stephens Road · Warren · Michigan · 48089 · (586) 920-2620 · Fax (586) 510-4433

INVOICE NO.	1811-65	DATE:	Jun	e 4, 2024				
METCO PROJECT NO.	. 1811 INVOICE	PERIOD:	04/	29 thru 6,	/2/2	24		
Contract ID	000000000000000000000000005517	,						
Vendor ID	0000020486							
TO:	OMIDD							
	Water Resources Commissione	er						
	One Public Works Drive							
	Waterford, MI 48328							
	Attn: Joel Brown, P.E.							
	Chief Engineer-Construction	on Projec	ts Ur	nit				_
TITLE:	OMID & NESPS Operation and I	Maintena	nce					
Operational Plan						0.4.4		
OMID Operations - Fund 8.	2912, Program 149130, Account	t 730373	(3.1-	3.4A & 3.4	1B)	Jel Am	6/6/202	4
Name	<u>Title</u>	<u>Hrs.</u>	R	ate/Hr.		<u>Amount</u>		
Raj Vijayendran, PE	Principal Engineer	0.0	\$	225.75	\$	-		
Terry Moore	Operations Manager	46.0	\$	162.00	\$	7,452.00		
Terry Moore	Operations Manager (Overti	0.0	\$	204.75		-		
Darrin Green	Staff Engineer	39.0	\$	102.00	\$	3,978.00		
Darrin Green	Staff Engineer-(Overtime)	0.0	\$	153.00	\$	-		
Anthony Vozza	Staff Engineer	92.0	\$	102.00	\$	9,384.00		
Anthony Vozza	Staff Engineer-(Overtime)	8.0	\$	153.00	\$	1,224.00		
Rosana Santos	Administrative Assoc.	0.0	\$	73.79	\$	-		
	Subt	otal OMI	D Op	eratons:	\$	22,038.00	01010004	
NEPS Operations - Fund 82	912, Program 149090, Account	730373 (3.1-3	.4A & 3.4	B)	Jel tu	6/6/2024	
Name	Title	<u>Hrs.</u>	R	ate/Hr.		<u>Amount</u>		
Raj Vijayendran, PE	Principal Engineer	8.0	\$	225.75	\$	1,806.00		
Terry Moore	Operations Manager	52.0	\$	162.00		8,424.00		
Terry Moore	Operations Manager (Overti	16.0	\$	204.75	\$	3,276.00		
Darrin Green	Staff Engineer	44.0	\$	102.00	\$	4,488.00		
Darrin Green	Staff Engineer-(Overtime)	18.0	\$	153.00	\$	2,754.00		
Anthony Vozza	Staff Engineer	0.0	\$	102.00	\$	-		
Anthony Vozza	Staff Engineer-(Overtime)	0.0	\$	153.00	\$	-		
Rosana Santos	Administrative Assoc.	4.0	\$	77.48	\$	309.92		
	Sub	total NEP	S Op	erations	\$	21,057.92		
		Subtota	al Op	erations	\$	43,095.92		
Maintenance & Asset Man			10 12	22224	~ 0		o	6
OWID Maintenance – Fund	d 82912, Program 149130, Accou	unt 73064	40 (3	.2-3.3-3.4	LŎ	ALLOWANCE	Jel From	6,
Name	<u>Title</u>	<u>Hrs.</u>	R	ate/Hr.		<u>Amount</u>		
Terry Moore	Operations Manager	46.0	\$	162.00	\$	7,452.00		
Terry Moore	Operations Manager (Overti	0.0	\$	204.75	\$	-		
Daniel Martel	Sr. Project Coordinator	0.0	\$	152.25	\$	-		
Shailesh Patel	Sr. Project Engineer	0.0	\$	152.25		-		
Anthony Vozza	Staff Engineer	0.0	\$	102.00		-		
Anthony Vozza	Staff Engineer-(Overtime)	0.0	\$	153.00	\$	-		
Darrin Green	Staff Engineer	0.0	Ś	102 00	Ś	-		

<u>Name</u>	<u>Title</u>	Hrs.	R	ate/Hr.	Amount
Terry Moore	Operations Manager	46.0	\$	162.00	\$ 7,452.00
Terry Moore	Operations Manager (Overti	0.0	\$	204.75	\$ -
Daniel Martel	Sr. Project Coordinator	0.0	\$	152.25	\$ -
Shailesh Patel	Sr. Project Engineer	0.0	\$	152.25	\$ -
Anthony Vozza	Staff Engineer	0.0	\$	102.00	\$ -
Anthony Vozza	Staff Engineer-(Overtime)	0.0	\$	153.00	\$ -
Darrin Green	Staff Engineer	0.0	\$	102.00	\$ -
Darrin Green	Staff Engineer-(Overtime)	0.0	\$	153.00	\$ -
Sweta Soni	Designer/Drafter	0.0	\$	101.00	\$ -
Youstina Gaid	Drafter	0.0	\$	101.00	\$ -
	Subto	tal OMID	Main	enance:	\$ 7,452.00

6/6/2024

NEPS Maintenance – Fund 82912, Program 149090, Account 730646 (3.2-3.3-3.4C & ALLOWANCE) 🛛 💭 🎊 🏎

6/6/2024

Name	<u>Title</u>	Hrs.	R	Rate/Hr.		<u>Amount</u>
Raj Vijayendran, PE	Principal Engineer	8.0	\$	225.75	\$	1,806.00
Terry Moore	Operations Manager	46.0	\$	162.00	\$	7,452.00
Terry Moore	Operations Manager (Overti	0.0	\$	204.75	\$	-
Daniel Martel	Sr. Project Coordinator	0.0	\$	152.25	\$	-
Sean Grant	Sr. Project Engineer	0.0	\$	152.25	\$	-
Travis Ford	Sr. Project Engineer	0.0	\$	152.25	\$	-
Shailesh Patel	Sr. Project Engineer	0.0	\$	152.25	\$	-
Darrin Green	Staff Engineer	93.0	\$	102.00	\$	9,486.00
Darrin Green	Staff Engineer-(Overtime)	6.0	\$	153.00	\$	918.00
Anthony Vozza	Staff Engineer	92.0	\$	102.00	\$	9,384.00
Anthony Vozza	Staff Engineer-(Overtime)	0.0	\$	153.00	\$	-
Abhishek Shah	Staff Engineer	0.0	\$	102.00	\$	-
Sweta Soni	Designer/Drafter	0.0	\$	101.00	\$	-
Keli Mills	Administrative Assoc.	0.0	\$	77.48	\$	-
	Subtotal:					
Maintenance Services (see attached invoices):						1,415.12

Subtotal NEPS Maintenance: \$ 30,461.12

Subtotal Maintenance: \$ 37,913.12

NEXGEN Asset Management Implementation Services – Fund 82912, Program 149090, Account 730646

Jel m 6/6/2024

Name	<u>Title</u>	<u>Hrs.</u>	R	ate/Hr.	Amount
Raj Vijayendran, PE	Principal Engineer	0.0	\$	225.75	\$ -
Terry Moore	Operations Manager	0.0	\$	162.00	\$ -
Terry Moore	Operations Manager (Overti	0.0	\$	204.75	\$ -
Sean Grant	Sr. Project Engineer	15.0	\$	152.25	\$ 2,283.75
Darrin Green	Staff Engineer	0.0	\$	102.00	\$ -
Darrin Green	Staff Engineer-(Overtime)	0.0	\$	153.00	\$ -
Anthony Vozza	Staff Engineer	0.0	\$	102.00	\$ -
Abhishek Shah	Staff Engineer	132.0	\$	102.00	\$ 13,464.00
Brandon Brochue	Designer/Drafter	0.0	\$	101.00	\$ -
		Subtotal Maintenance:			\$ 15,747.75

Task 12.0 - As-Needed Services - VFD Pump 4

Raj Vijayendran, PE	Principal Engineer	2.0	\$	225.75	\$ 451.50
Daniel Martel	Sr. Project Engineer	5.0	\$	152.25	\$ 761.25
Travis Ford	Sr. Project Engineer	4.0	\$	152.25	\$ 609.00
Shailesh Patel, PE	Sr. Project Engineer	26.0	\$	152.25	\$ 3,958.50
Sweta Soni	Designer/Drafter	0.0	\$	101.00	\$ -
			Subto	tal 12.0:	\$ 5,780.25

TOTAL AMOUNT DUE THIS INVOICE: \$ 102,537.04



MOTOR CITY ELECTRIC TECHNOLOGIES INC. AUTOMATION AND CONTROLS SOLUTIONS 9440 GRINNELL DETROIT, MI 48213-1151 PHONE (313) 921-5300 FAX (313) 921-5310 AN EQUAL OPPORTUNITY EMPLOYER"



	OMID	Customer	Job	Sub	Contract	Date	Applic	ation
	ONE PUBLIC WORKS DRIVE, BUILDING 95	PO Numbe	r Number	Job	Number	Performed	Date	Number
	WATERFORD MI 48328-		924567	0	001	4/18/2024	4/23/2024	95665
	JCEL BROWN							
item No	Description of Work	Contract Amount	Previous Billings	Current Amount	T Complete & S	o Date Stored	Balance To Finish	Current Retainage
001	T&I.1 SERVICES SCADA	\$2,131,55		\$2,131.55	52,1	31.55		÷.
	Totals:	\$2,131.55		\$2,131.55	\$2,1	31.55		
	Less Retained: Invoice Total:			\$2,131.55				

AS NEEDED ELECTRICAL AND ENGINEERING SUPPORT

SEE ATTACHED INVOICE SUMMARY AND FIELD REPORT

WORK PERFORMED 4/18/24

82912-6010101-149090-730660-8419- CH. 21- v#7755- li#41132

Jel A. 6/6/2024

complete electrical construction

We hereby certify that the articles and services covered by this invoice were produced and performed in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and biders of the United States Department of Labor issued under Section 14 thereof."



MOTOR CITY ELECTRIC TECHNOLOGIES INC. AUTOMATION AND CONTROLS SOLUTIONS 9440 GRINNELL DETROIT, MI 48213-1151 PHONE (313) 921-5300 FAX (313) 921-5310 "AN EQUAL OPPORTUNITY EMPLOYER"

	OMID	Customer		Job Sub	Contract	Date	Applic	ation
	ONE PUBLIC WORKS DRIVE, BUILDING 95	PO Numbe	r Nu	imber Job	Number	Performed	Date	Number
	WATERFORD, MI 48328-		92	24567 0	001	5/21/2024	5/30/2024	95722
	JOEL BROWN							
Item No	Description of Work	Contract Amount	Previous Billings	Current Amount	To Complete & S	Date stored	Baíance To Finish	Current Retainage
001	T&M SERVICES SCADA	\$279.00	*	\$279.00	\$2	79.00	*	•
	Totals:	\$279.00		\$279.00	\$27	79.00		
	Less Retained:							

6/6/2024

AS NEEDED ELECTRICAL AND ENGINEERING SUPPORT

SEE ATTACHED INVOICE SUMMARY AND FIELD REPORT

82912-6010101-149090-730660-8419- CH. 21- v#7755- li#41132

WORK PERFORMED 5/21/24



complete electrical construction

"We herby certify that the articles and services covered by this invoice were produced and performed in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."



849174-6010101-149015-731458-8173-1-3309-Ch. 21- v#4716li#24138

OMI Drain Drainage District One Public Works Drive Building 95 West Waterford, MI 48328

Jel An 6/6/2024

Invoice # : 635991 Project : 61-200280 Invoice Group : CMT Invoice Date : 5/28/2024

Attention: Joel Brown, P.E.

For Professional Services Rendered from 4/20/2024 - 5/17/2024

Provide Engineering and Consulting Services regarding NESPS Pumping and Electrical System Upgrade (D-421) & (D-462)

Task 01 Task 02	CMT Services Tnemec Coating Observation	\$189,674.00 -			
	Preliminary Budget Amount Percent Complete:	\$189,674.00 89.99%			
	Analysis of Costs			This Invoice	Cumulative
	Direct Salaries Overhead % Total Regular Labor Expense		\$ 188.00	231.36 434.96 666.32	\$ 43,501.50 81,782.80 125,284.30
	Total Direct Labor			666.32	125,284.30
	Profit / Fixed Fee %		12.00	79.96	15,034.12
	Direct Expenses Charge Expense Multiplier % Direct Subcontractor Charge Subcontractor/Subconsultant Multiplier %	6	5.00	0.00 0.00 0.00 0.00	23,573.76 1,178.69 5,302.50 318.15
	Direct Unit Rate Charge Total Other Direct Charges Reimburs			0.00 0.00	0.00 30,373.10
	Total Costs:			746.28	170,691.52
	Total Due This Invoice		\$	746.28	\$ 170,691.52



81917-6010101-149015-730639-2603-1-3308-Ch. 21- v#4716li#24138 - exp 12/31/25

One Pub Building	n Drainage District lic Works Drive 95 West Jel Au- d, MI 48328	6/6/2024	Invoice # : 63599 Project : 61-20 Invoice Group : ** Invoice Date : 5/28/2	0186	
Attention	: Joel Brown, P.E.				
For Profe	essional Services Rendered from	4/20/2024 - 5/17/2024			
Provide Er	ngineering Services for OMID NI-EA Contract No.1 PCI-4	Rehabilitation Project and CS-9 Ga	te Installation Project D-425 and D)-457	
Task 01 Task 02	NI-EA OMID Contract No. 1 CCA OMID CS-9 Gate CCA Preliminary Budget Amount Percent Complete:	\$2,939,467.00 \$217,468.00 \$3,156,935.00 99.66%			
	Analysis of Costs		This Invoice		Cumulative
	Direct Salaries Overhead % Total Regular Labor Expense	188.00	\$ 1,876.75 3,528.29 5,405.04	\$	749,959.48 1,409,923.85 2,159,883.33
	Total Direct Labor		5,405.04		2,159,883.33
	Profit / Fixed Fee %	12.0	0 648.60		259,186.00
	Direct Expenses Charge Expense Multiplier % Direct Subcontractor Charge Subcontractor/Subconsultant Multiplier % Direct Unit Rate Charge Total Other Direct Charges Reimbursable	5.0 6.0	0.00		70,029.56 3,501.48 616,515.82 36,991.04 0.00 727,037.90
	Total Costs: Total Due This Invoice		6,248.64 \$ 6,248.64	\$	3,146,107.23 3,146,107.23



84918-149015-730639-PRJ-17408-1-ENG_CONSULT-WDCCON8173

One Publ Building Waterfore Attention	n Drainage District ic Works Drive 95 West d, MI 48328 : Jen Cook, P.E. ssional Services Rendered from	Jel tu		Invoice # : 6 Project : 2 voice Group : * Invoice Date : 5	3001693 *
Provide E	ngineering and Consulting Service	s regarding OMID PCI-18 an	d PCI-19 Rehabilitatio	on Project CCA;	D-458 & D-463
Task 01	Contract 2 CCA Services Preliminary Budget Amount Percent Complete:	\$1,907,063. \$1,907,063. 40.33	00		
	Analysis of Costs			This Invoice	Cumulative
	Direct Salaries Overhead % Total Regular Labor Expe	anse	188.00	\$ 15,931.44 29,951.11 45,882.55	\$ 130,727.72 245,768.12 376,495.84
	Total Direct Labor			45,882.55	376,495.84
	Profit / Fixed Fee %		12.00	5,505.90	45,179.49
	Direct Expenses Charge Expense Multiplier % Direct Subcontractor Cha Subcontractor/Subconsu	5	5.00	1,485.24 74.26 43,257.71 2,595.46	29,352.89 1,467.62 298,621.41 17,917.31
	Total Other Direct Char	ges Reimbursables		47,412.67	
	Total Costs:		-	98,801.12	<u>347,359.23</u> 769,034.56
	Total Due This Invoice		<u>-</u>	<u>\$ 98,801.12</u>	<u>\$ 769,034.56</u>



Oakland County Water Resourses Commissioner Attn: Joel Brown				May 16, 2024 Invoice No: 03559.01 - 47			
One Public Works D	Drive						
Building 95-West		849	17-6010101-1490	1 <mark>5-731458-8</mark> 8	858-1-3309- Ch		
Waterford 48328		21-	engcon- v#16918	Jel Am	6/6/2	024	
Project	03559.01		d-Macomb Intercepto	r Drainage 2020			
Professional Servi	ces from April	<u>1, 2024 to April :</u>	<u>30, 2024</u>				_ _ ·
Task	1.0	Oakland-Macor	mb Interceptor Draina	ge 2020			
Sub Task	1.1	NESPS					
Professional Perso	onnel						
			Hours	Rate	Amount		
Zann, John			54.00	113.85	6,147.90		
	Totals		54.00		6,147.90		
	Total Labor					6,147.90	
Additional Fees							
Overhead			149.10 % of 6,147.9	0	9,166.52		
Profit			10.00 % of 15,314.4	2	1,531.44		
	Total Additi	onal Fees			10,697.96	10,697.96	
				Total this Su	ıb Task	\$16,845.86	
						• - •	
	1.3	NI-EA Contract	No 2				
Professional Perso			110.2				
			Hours	Rate	Amount		
Zann, John			14.00	113.85	1,593.90		
·	Totals		14.00		1,593.90		
	Total Labor					1,593.90	
Additional Fees							
Overhead			149.10 % of 1,593.9	0	2,376.50		
Profit			10.00 % of 3,970.40		397.04		
	Total Additi	onal Fees			2,773.54	2,773.54	
				Total this Su	-	-	
				Total this Su	ID TASK	\$4,367.44	
				Total th	is Task	\$21,213.30	
							- - ·
Task Brafassianal Bana	2.0	MCC Delay Wo	ork				
Professional Perso	onnei				•		
			Hours	Rate	Amount		
Zann, John	Tatala		1.00	113.85	113.85		
	Totals Total Labor		1.00		113.85	113.85	
						113.03	
Additional Fees							
Overhead			149.10 % of 113.85		169.75		
Profit	T . () () ()		10.00 % of 283.60		28.36	400 44	
	Total Additi	onal Fees			198.11	198.11	

Project	03559.01	Oakland-Macomb Interceptor	Drainage 2020	Invoice	47
			Total th	nis Task	\$311.96
Billing Lin	nits	Current	Prior	To-Date	
Lii	Billings mit emaining	21,525.26	626,913.37	648,438.63 880,000.00 231,561.37	
			Total this Invoice		\$21,525.26

Please remit payment to PMA CONSULTANTS LLC, PO BOX 675234, DETROIT, MI 48267-5234. Please direct any questions regarding this invoice to Samantha Zeisler, Project Administrator, at 734-418-7897 or szeisler@pmaconsultants.com

Agenda Item No. 14

Other Business

Agenda Item No. 15

Adjourn