

**NOTICE OF MEETINGS**  
**DRAINAGE BOARD FOR THE FOLLOWING DRAINS:**

1. Northwest Oakland Sanitary Sewer Drain
2. Acacia Park CSO Drain
3. Birmingham CSO Drain
4. Bloomfield Village CSO Drain
5. Clinton River Water Resource Recovery Facility
6. George W. Kuhn Drain
7. Evergreen- Farmington Sanitary Drain
8. Dunleavy Drain
9. Kaczmar Drain
10. McCulloch Drain
11. Wilmont Drain

NOTICE IS HEREBY GIVEN THAT MEETINGS OF THE DRAINAGE BOARD FOR THE ABOVE-MENTIONED DRAINS WILL COMMENCE IN THE OAKLAND COUNTY PUBLIC WORKS BUILDING, ONE PUBLIC WORKS DRIVE, WATERFORD, MICHIGAN, AND VIA **MICROSOFT TEAMS** AT 2:00 P.M., ON **TUESDAY, JULY 26, 2022**, TO CONDUCT NECESSARY AND APPROPRIATE BUSINESS OF THE DRAIN BOARDS. THOSE THAT WISH TO PARTICIPATE REMOTELY MAY FOLLOW THE INSTRUCTIONS ATTACHED TO THIS NOTICE. ALL BOARD MEMBERS WILL BE PARTICIPATING IN-PERSON.

DURING THE MEETING, THERE WILL BE AN AGENDA ITEM FOR PUBLIC COMMENT, DURING WHICH THE PUBLIC MAY PROVIDE INPUT OR ASK QUESTIONS OF THE BOARD. IN THE EVENT A MEMBER OF THE PUBLIC WOULD LIKE TO SUBMIT THEIR INPUT OR QUESTIONS TO BE READ AT THE MEETING BY THE BOARD CHAIRPERSON, PLEASE PROVIDE THE INPUT OR QUESTIONS IN WRITING TO STEPHANIE LAJDZIAK AT [LAJDZIAKS@OAKGOV.COM](mailto:LAJDZIAKS@OAKGOV.COM). PERSONS WITH DISABILITIES THAT NEED ASSISTANCE PARTICIPATING IN THE MEETING SHOULD CONTACT STEPHANIE LAJDZIAK AT [LAJDZIAKS@OAKGOV.COM](mailto:LAJDZIAKS@OAKGOV.COM).

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

Posted by: July 19, 2022

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# **1. Northwest Oakland Sanitary Sewer Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE NORTHWEST OAKLAND SANITARY SEWER DRAIN**

July 26, 2022

1. Call meeting to order
2. Approve minutes of meeting of March 24, 2022
3. Public Comments
4. Resolution to:
  - A. Set the time for the first hearing
  - B. Direct that notice be published
  - C. Direct that notice be mailed
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$7,960.10
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

**FIRST MEETING OF THE DRAINAGE BOARD  
NORTHWEST OAKLAND SANITARY DRAIN**

May 24, 2022

The first meeting of the Drainage Board for the hereinafter mentioned Oakland County, Michigan drain project was held at the office of the Oakland County Water Resources Commissioner, Waterford, Michigan on May 24, 2022.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

The meeting was called to order by the Chairperson. The Chairperson presented to the Drainage Board the petitions referred to in the following resolution, attached to which petitions was a certified copy of each resolution of the respective governing body of the public corporation signing the same, authorizing the execution of the respective petition. The Chairperson stated that the petitions with the attached resolutions were filed in his office on March 2, 2022, by the Village of Ortonville, on March 16, 2022, by the Township of Groveland, and on April 7, 2022, by the Charter Township of Brandon. After examination and consideration of the petitions, by unanimous consent, they were ordered filed with the Chairperson.

The following resolution was offered by Markham and seconded by Nash:

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

1. That this Drainage Board has considered the petitions and attached resolutions filed with the Oakland County Water Resources Commissioner on March 2, 2022, by the Village of Ortonville, on March 16, 2022, by the Township of Groveland, and on April 7, 2022, by the Charter Township of Brandon, which petitions are as follows:
2. That this Drainage Board determines that the sanitary wastewater to be carried by the proposed drain project originates in the County of Oakland only; and that the drain project is necessary for the public health.
3. That this Drainage Board tentatively determines that the petitions are sufficient; that the drain project proposed therein is practical; and that the following public corporations be assessed to pay the cost of the project to wit:

Village of Ortonville  
Township of Groveland  
Township of Holly  
Charter Township of Brandon

4. That the name “NORTHWEST OAKLAND SANITARY DRAIN” is hereby given to the drain project and the name “NORTHWEST OAKLAND SANITARY DRAIN DRAINAGE DISTRICT” is hereby given to the drainage district therefor.
5. That this Drainage District shall meet on the 26<sup>th</sup> day of July 2022, at 2:00 p.m., prevailing Eastern Time at the Office of the Oakland County Water Resources Commissioner, Waterford, Michigan for the purpose of hearing any objections to the aforementioned drain project, to the petitions therefor, and to the matter of assessing the cost of the drain project to the public corporations above named.
6. That a notice of said meeting shall be prepared which notice shall contain the information required by the Drain Code and shall be published twice in The Oakland Press, a newspaper published in the County of Oakland, State of Michigan, the first publication to be not less than twenty (20) days prior to the time of the hearing.
7. That the notice shall be sent by registered or certified mail to each the Clerk of the Village of Ortonville, the Township of Groveland, the Township of Holly and the Charter Township of Brandon, which mailing shall be made not less than twenty (20) days prior to the time of the hearing.

ADOPTED: Yeas - 3  
Nays - 0

A memorandum from Brian Coburn, Manager, dated May 24, 2022, requesting the Board to approve payment of invoice 2022-0001515 to Genesee County Drain Commissioner in the amount of \$110,000 was presented. It was moved by Markham, supported by Woodward, to approve payment of invoice 2022-0001515 to Genesee County Drain Commissioner in the amount of \$110,000 as presented.

ADOPTED: Yeas - 3  
Nays - 0

A memorandum from Brian Coburn, Manager, dated May 24, 2022, requesting the Board to approve payment of invoices in the amount of \$13,510.80 to Dickinson Wright for work completed to date was presented. It was moved by Markham, supported by Woodward to approve payment of invoices in the amount of \$13,510.80 to Dickinson Wright for work completed to date as presented.

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.

A handwritten signature in blue ink, appearing to read "Jim Nash", written in a cursive style.

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Jim Nash, Chairperson

STATE OF MICHIGAN     )  
  ) SS.  
COUNTY OF OAKLAND    )

I hereby certify that the foregoing is a true and complete copy of the minutes of a meeting of the Drainage Board for the Northwest Oakland Sanitary Drain, Oakland County, Michigan, held on May 24, 2022, and that the minutes are on file in the offices of the Oakland County Water Resources Commissioner and are available to the public.

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



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Jim Nash, Chairperson

Dated: May 24, 2022



**MEMO TO:** Mr. Jim Nash, Chairman  
of the Drainage Board for the NORTHWEST OAKLAND SANITARY DRAIN

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

**DATE:** July 26, 2022

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

<u>Date</u>	<u>Ref No.</u>	<u>Paid To</u>	<u>For</u>	<u>Amount</u>
	TBP	Dickinson Wright PLLC	Invoice # 1682478 - Legal Services - 03/31/22 - Prj # 17076	\$ 5,116.10
	TBP	Dickinson Wright PLLC	Invoice # 1703937 - Legal Services - 05/31/22 - Prj # 17076	2,844.00
			<b>Total</b>	<b><u>\$ 7,960.10</u></b>

## **2. Acacia Park CSO**

## **AGENDA**

### **DRAINAGE BOARD FOR THE ACACIA PARK CSO DRAIN**

July 26, 2022

1. Call meeting to order
2. Approve minutes of meeting of June 28, 2022
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$27,448.81
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

June 28, 2022

A meeting of the Drainage Board for the Acacia Park CSO Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 28<sup>th</sup> day of June 2022.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

Minutes of the meeting held April 26, 2022, were presented for consideration. It was moved by Markham, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 3  
Nays - 0

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

A memorandum from Leslie Maes, Operations Engineer, dated June 28, 2022, requesting the Board approve the Retention Treatment Basin major maintenance and capital improvement projects for FY 2022 for the not-to-exceed amount of \$245,000 was presented. It was moved by Markham, supported by Woodward, to approve the Retention Treatment Basin major maintenance and capital improvement projects for FY 2022 for the not-to-exceed amount of \$245,000 as presented.

ADOPTED: Yeas - 3  
Nays - 0

A memorandum from George Nichols, P.E., Civil Engineer III, dated June 28, 2022, requesting the Board enter into a contract with Hubbell, Roth, and Clark to develop a 5-year Capital Improvement Plan for a not-to-exceed amount of \$15,700 and authorize the Chairperson to sign the proposal was presented. It was moved by Woodward, supported by Markham, to enter into a contract with Hubbell, Roth, and Clark and proceed with developing a 5-year Capital Improvement Plan for a not-to-exceed amount of \$15,700 and authorize the Chairperson to sign the proposal as presented.

ADOPTED: Yeas - 3  
Nays - 0


A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$11,169.20 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$11,169.20.

ADOPTED: Yeas - 3  
Nays - 0

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

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Acacia Park CSO Drain, Oakland County, Michigan, held on the 28<sup>th</sup> day of June 2022, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



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Jim Nash, Chairperson

Dated: June 28, 2022

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

FROM: Shawn Phelps, Chief of Fiscal Services  
OCWRC Accounting

*J For Shawn Phelps*

DATE: July 26, 2022

SUBJECT: Request for Approval of Invoices

The following is a detail of Maintenance charges paid from the Drain Revolving Fund and Invoices for the period ending July 20, 2022

G/L Date	Ref No.	Paid To	For	Amount
7/14/2022	V # SINV00114929	JCI Jones Chemicals Inc	Invoice # 884485 - Chlorination Supplies	\$ 3,208.16
7/14/2022	V # SINV00114970	Motor City Electric Technologies Inc	Invoice # 94559 - Contracted Services	1,100.00
	TBP	Great Lakes Pump & Supply Co	Invoice # 69553 - Material and Supplies	2,622.57
7/14/2022	V # SINV00114865	ICS Integration Services LLC	Invoice # 2366 - Contracted Services	1,629.22
			<b>Total</b>	<b>\$ 8,559.95</b>
7/14/2022	V # SINV00114880	Inland Lakes Landscaping Corp	Invoice # 24687 - Contracted Services - Proj 1-3541	18,888.86
			<b>Project # 1-3540 Subtotal</b>	<b>\$ 18,888.86</b>
			<b>Grand Total</b>	<b>\$ 27,448.81</b>

### **3. Birmingham CSO**



## **AGENDA**

### **DRAINAGE BOARD FOR THE BIRMINGHAM CSO DRAIN**

July 26, 2022

1. Call meeting to order
2. Approve minutes of meeting of June 28, 2022
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$16,396.82
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

June 28, 2022

A meeting of the Drainage Board for the Birmingham CSO Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 28<sup>th</sup> day of June 2022.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

Minutes of the meeting held April 26, 2022, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3  
Nays - 0

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

A memorandum from Lesli, Maes, Operations Engineer, dated June 28, 2022, requesting the Board approve transferring \$140,000 from the capital improvement reserve to the Birmingham Influent Flow Metering project and approve entering into a contract with GWF Technologies for the not-to-exceed amount of \$102,000 was presented. It was moved by Markham, supported by Woodward, to approve transferring \$140,000 from the capital improvement reserve to the Birmingham Influent Flow Metering project and approve entering into a contract with GWF Technologies for the not-to-exceed amount of \$102,000 as presented.

ADOPTED: Yeas - 3  
Nays - 0

A memorandum from George Nichols, P.E., Civil Engineer III, dated June 28, 2022, requesting the Board enter into a contract with Hubbell, Roth, and Clark to develop a 5-year Capital Improvement Plan for a not-to-exceed amount of \$15,700 and authorize the Chairperson to sign the proposal was presented. It was moved by Markham, supported by Woodward, to enter into a contract with Hubbell, Roth, and Clark and proceed with developing a 5-year Capital Improvement Plan for a not-to-exceed amount of \$15,700 and authorize the Chairperson to sign the proposal as presented.

ADOPTED: Yeas - 3

Nays - 0

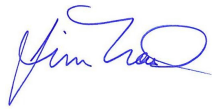
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$100,587.88 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$100,587.88.

ADOPTED: Yeas - 3  
Nays - 0

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

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Birmingham CSO Drain, Oakland County, Michigan, held on the 28<sup>th</sup> day of June 2022, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



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Jim Nash, Chairperson

Dated: June 28, 2022

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

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

**DATE:** July 26, 2022

**SUBJECT:** Request for Approval of Invoices

The following is a detail of Maintenance charges paid from the Drain Revolving Fund and Invoices for the period ending July 20, 2022

<u>G/L Date</u>	<u>Ref No.</u>	<u>Paid To</u>	<u>For</u>	<u>Amount</u>
7/14/2022	TBP V # SINV00114970	Alexander Chemical Corporation	Invoice # 55367 - Chlorination Supplies	\$ 8,490.43
		Motor City Electric Technologies Inc	Invoice # 94559 - Contracted Services	1,100.00
	TBP	Shaw Service & Maintenance	Invoice #910006468 - Contracted Services	2,554.60
	TBP	Great Lakes Pump & Supply Co	Invoice # 69553 - Material and Supplies	2,622.57
7/14/2022	V # SINV00114865	ICS Integration Services LLC	Invoice # 2366 - Contracted Services	1,629.22
			<b>Total</b>	<b>\$ 16,396.82</b>

## **4. Bloomfield Village CSO**

## **AGENDA**

### **DRAINAGE BOARD FOR THE BLOOMFIELD VILLAGE CSO DRAIN**

July 26, 2022

1. Call meeting to order
2. Approve minutes of meeting of June 28, 2022
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$44,326.09
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

June 28, 2022

A meeting of the Drainage Board for the Bloomfield Village CSO Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 28<sup>th</sup> day of June 2022.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

Minutes of the meeting held April 26, 2022, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3  
Nays - 0

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

A memorandum from George Nichols, P.E., Civil Engineer III, dated June 28, 2022, requesting the Board enter into a contract with Hubbell, Roth, and Clark to develop a 5-year Capital Improvement Plan for a not-to-exceed amount of \$15,700 and authorize the Chairperson to sign the proposal was presented. It was moved by Markham, supported by Woodward, to enter into a contract with Hubbell, Roth, and Clark and proceed with developing a 5-year Capital Improvement Plan for a not-to-exceed amount of \$15,700 and authorize the Chairperson to sign the proposal as presented.

ADOPTED: Yeas - 3  
Nays - 0

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$29,186.38 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$29,186.38.

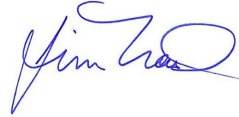
ADOPTED: Yeas - 3  
Nays - 0

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



ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.

A handwritten signature in blue ink, appearing to read "Jim Nash".

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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Bloomfield Village CSO Drain, Oakland County, Michigan, held on the 28<sup>th</sup> day of June 2022, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



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Jim Nash, Chairperson

Dated: June 28, 2022

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

FROM: Shawn Phelps, Chief of Fiscal Services  
OCWRC Accounting

*FOR SHAWN PHELPS*

DATE: July 26, 2022

SUBJECT: Request for Approval of Invoices

The following is a detail of Maintenance charges paid from the Drain Revolving Fund and Invoices for the period ending July 20, 2022

G/L Date	Ref No.	Paid To	For	Amount
7/12/2022	V # SINV00114153	ICS Integration Services LLC	Invoice # 2271 - Contracted Services	\$ 4,687.00
7/14/2022	V # SINV00114865	ICS Integration Services LLC	Invoice # 2366 - Contracted Services	1,629.22
	TBP	Jones Chemicals Inc	Invoice # 884483 - Chlorination Supplies	3,102.48
7/14/2022	V # SINV00114915	Jones Chemicals Inc	Invoice # 884484 - Chlorination Supplies	3,261.36
	TBP	Great Lakes Pump & Supply Co	Invoice # 69553 - Material and Supplies	2,622.57
7/14/2022	V # SINV00114970	Motor City Electric Technologies Inc	Invoice # 94559 - Contracted Services	1,100.00
			<b>Total</b>	<b>\$ 16,402.63</b>
	TBP	Shaw Service & Maintenance	Invoice #910006471 - Contracted Services	\$ 27,923.46
			<b>Project # 1-3545 Subtotal</b>	<b>\$ 27,923.46</b>
			<b>Total</b>	<b>\$ 44,326.09</b>

**5. Clinton River Water  
Resource Recovery Facility**

## **AGENDA**

### **DRAINAGE BOARD FOR THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY**

July 26, 2022

1. Call meeting to order
2. Approve minutes of meeting of June 28, 2022
3. Public Comments
4. Present Memorandum from John Basch, Senior Attorney, dated July 26, 2022, requesting the Board Receive and File the executed settlement documents along with the Stipulated Order of Dismissal
5. Present request for Board approval of payment of invoices and/or reimbursement from the Construction Fund in the amount \$34,264.27
6. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$241,682.79
7. Other business
8. Approve pro rate payment to Drainage Board members
9. Adjourn

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

June 28, 2022

A meeting of the Drainage Board for the Clinton River Water Resource Recovery Facility was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 28<sup>th</sup> day of June 2022.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

Minutes of the meeting held May 24, 2022, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3  
Nays - 0

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

A memorandum Leslie Maes, Operations Engineer, dated June 24, 2022, requesting the Board authorize staff to enter into a contract with PM Environmental to perform a Phase II Environmental Site Assessment at Lease Area 'F' for a cost not-to-exceed \$12,550 was presented. It was moved by Markham, supported by Woodward, to enter into a contract with PM Environmental to perform a Phase II Environmental Site Assessment at Lease Area 'F' for a cost not-to-exceed \$12,550 as presented.

ADOPTED: Yeas - 3  
Nays - 0

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund in the amount of \$9,082.47 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund in the amount of \$9,082.47.

ADOPTED: Yeas - 3  
Nays - 0

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$405,117.55 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$405,117.55.

ADOPTED: Yeas - 3  
Nays - 0

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

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



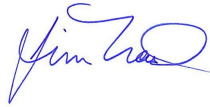
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Clinton River Water Resource Recovery Facility, Oakland County, Michigan, held on the 28<sup>th</sup> day of June 2022, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



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Jim Nash, Chairperson

Dated: June 28, 2022



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

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

**FROM:** John Basch, Senior Attorney

**SUBJECT:** Closing-out Litigation with Bedrock Express, LTD

**DATE:** July 26, 2022

Barry Bass, as president of Bedrock Express, LTD., has signed three important documents that effectively end the long and contentious litigation between Bedrock and the drainage district. The documents, which are attached, include a Settlement Agreement and Release, and two Lease Termination Agreements – one for Lease Area A, and the other for Lease Areas F and G. Also attached is the Stipulated Order of Dismissal. This order notes that the case is dismissed with prejudice and without costs to any party.

By way of background, in 2018 it was determined that Bedrock had breached the terms of its lease with respect to Lease Area A because it failed to remove debris from the area and restore it to a level grade. You may recall that Bedrock initially was given a reduced rental rate in return for the promise that the debris would be removed, and the area leveled. It failed to do that. In fact, Bedrock's legal counsel appeared on multiple occasions before this board to plead for additional time to comply. The board agreed to give two, six-month extensions. Another significant extension occurred by providence when the COVID-19 pandemic struck and Bedrock's operations, like many others, were limited by Governor Whitmer's executive order to end non-essential services. Nevertheless, after the restrictions were lifted, it took a Circuit Court lawsuit to resolve this matter. According to the terms of the settlement agreement, Bedrock was required to vacate the three lease parcels on or before July 1, 2022. Bedrock has complied with that requirement.

Bedrock's second requirement, outlined in the settlement agreement, was an obligation to pay a total of \$250,000 in monthly installments ending on or before December 1, 2022. Specifically, the terms of the settlement, as previously approved by the Board, required Bedrock to make an initial \$100,000 payment on or before June 1, 2022, and six subsequent monthly installments of \$25,000. As of today's date, Bedrock has met that obligation. Its August payment was received last week.

**Recommended Action:** Receive and File the executed settlement documents along with the Stipulated Order of Dismissal.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

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

Plaintiff,

v.

BEDROCK EXPRESS, LTD., a Michigan  
for profit corporation,

Defendant.

Honorable Cheryl A. Matthews

Case 21-186944-CK

---

CHRISTOPHER CORNWALL (P42721)  
PETER H. WEBSTER (P48783)  
Dickinson Wright PLLC  
Attorneys for Plaintiff  
500 Woodward Avenue, Suite 4000  
Detroit, MI 48226  
(313) 223-3500  
[ccornwall@dickinsonwright.com](mailto:ccornwall@dickinsonwright.com)  
[pwebster@dickinsonwright.com](mailto:pwebster@dickinsonwright.com)

ERIC S. WILSON (P24708)  
PATRICK R. WILSON (P71035)  
Attorney for Defendant  
23509 John R Road  
Hazel Park, MI 48030  
(248) 546-6164  
[Lawwilli2@aol.com](mailto:Lawwilli2@aol.com)

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**STIPULATED ORDER OF DISMISSAL**

At a session of said Court held in the City of Pontiac  
County of Oakland, and State of Michigan,  
on 7/21/2022

The Court being advised the parties have reached a settlement of all claims and counter-claims asserted in the above-entitled action and this case should be dismissed:

**IT IS HEREBY ORDERED** the case is dismissed with prejudice and without costs to any party.

**IT IS FURTHER ORDERED** this court retains jurisdiction for sole purpose of enforcing the settlement agreement between the parties.

**This order disposes the last pending claim and closes the case.**

 /s/ Cheryl Matthews  
July 21, 2022

\_\_\_\_\_  
Honorable Cheryl A. Matthews      rf  
Circuit Court Judge

APPROVED AS TO FORM:

By: /s/ Peter H. Webster  
Peter H. Webster (P48783)  
Attorneys for Plaintiff  
2600 W. Big Beaver Road, Ste. 300  
Troy, MI 48084  
(248) 433-7200  
[pwebster@dickinsonwright.com](mailto:pwebster@dickinsonwright.com)

By: /s/ Eric S. Wilson (w/consent)  
Eric S. Wilson (P24708)  
Attorney for Defendant  
23509 John R Road  
Hazel Park, MI 48030  
(248) 546-6164  
[Lawwilli2@aol.com](mailto:Lawwilli2@aol.com)

## LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (this "Agreement") is dated as of May 31, 2022 (the "Effective Date") and is entered into by and between CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAINAGE DISTRICT, a Michigan statutory public corporation (the "Landlord"), successor-in-interest to City of Pontiac Wastewater Treatment Facility Drainage District (the "Pontiac Drainage District") and BEDROCK EXPRESS, LTD., a Michigan for-profit corporation ("Tenant").

### Recitals:

A. Pontiac Drainage District and Tenant are parties to a Lease dated as of February 27, 2018, as assigned by Pontiac Drainage District to Landlord pursuant to an Assignment of Landlord's Interest in Lease dated as of February 25, 2020 (collectively, the "Lease"), pertaining to Parcel A located in the City of Pontiac off Featherstone Road near the Amazon Fulfillment Center, formerly the site of the Pontiac Silverdome, which is approximately 2.94 acres as described and depicted therein, pursuant to which Tenant had been in occupancy of such Premises until September, 2021. The current expiration date of the term of the Lease is December 31, 2022.

B. On the Effective Date, Landlord and Tenant and Barry Bass, affiliated with Tenant, are entering into that certain Settlement Agreement and Release (the "Settlement Agreement").

C. Landlord and Tenant desire to terminate all their respective rights and obligations under the Lease as of the Effective Date. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned thereto in the Lease.

**NOW THEREFORE**, the parties hereto, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, agree as follows:

1. As of the Effective Date, the Lease shall be terminated and of no further force or effect, and from and after the Effective Date and neither Landlord nor Tenant shall have any further rights or obligations under the Lease, except to the extent that the obligations of Tenant survive the expiration or earlier termination of the Lease (the "Surviving Obligations").

2. Effective on the Effective Date, Tenant, on behalf of itself and its successors and assigns, hereby releases and discharges Landlord and its current and former officers, partners, members, employees, agents, attorneys, mortgagees, predecessors in interest, transferees, successors and assigns of any of them, from and against any liabilities, losses, claims, demands, damages or expenses (including, without limitation, reasonable attorneys fees) whatsoever, in law or in equity that Tenant ever had, now has or hereafter

can, shall or may have arising out of or related to the Lease or Tenant's occupancy at the Premises.

Tenant acknowledges that it may subsequently learn of facts or circumstances bearing upon the claims released hereby, but nevertheless it is Tenant's intention that this Section shall be effective as a full and final release of each and every claim hereby released, whether known or unknown. Tenant agrees that all rights under any applicable law limiting the effectiveness of releases of unknown claims are hereby expressly waived with respect to the matters released herein. Tenant intends for the foregoing release to be a component of the termination of the Lease.

3. After the Effective Date, neither party shall have any further rights or obligations under the Lease.

4. Landlord and Tenant represent and warrant to each other that (a) each has the full power and authority to enter into and execute this Agreement; (b) all necessary corporate action has been taken to authorize the execution of this Agreement by the undersigned; and (c) there are no consents, approvals or other similar actions required by any lenders, mortgagees, or any other third parties who may have any interest in the Premises or the Lease with respect to this Agreement.

5. This Agreement shall be governed by the laws of the State of Michigan. This Agreement constitutes the entire agreement between the parties hereto related to the subject matter hereof and all prior conversations, negotiations, memoranda, notes or emails are merged herein and extinguished. This Agreement may be executed in counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement. The parties agree that faxed or email .pdf signatures constitute original signatures and that a faxed or email .pdf Agreement containing the signatures (original, faxed or email) of all the parties is binding on the parties.

6. Should any of the provisions of this Agreement conflict with those contained in the Lease, the provisions of this Agreement shall govern.

7. The releases contained in this Agreement shall survive the termination of the Lease and the performance of this Agreement. No amendment, alteration or other change to this Agreement shall be enforceable unless set forth in a writing duly authorized and executed by both parties hereto.

**8. LANDLORD AND TENANT ACKNOWLEDGE THEY HAVE CAREFULLY READ AND FULLY REVIEWED THIS AGREEMENT AND EACH TERM AND PROVISION CONTAINED HEREIN WITH THE ASSISTANCE OF COUNSEL, AND BY EXECUTION OF THIS AGREEMENT, SHOW THEIR**


**INFORMED AND VOLUNTARY ACCEPTANCE AND CONSENT THERETO. LANDLORD AND TENANT HEREBY FURTHER AGREE THAT AT THE TIME THIS AGREEMENT IS EXECUTED, THE TERMS OF THIS AGREEMENT ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES.**

[the balance of this page is intentionally left blank.]

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

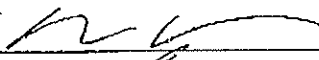
**LANDLORD:**

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

By:   
Print Name: Jim Nasch  
Its: Chairman

**TENANT:**

**BEDROCK EXPRESS, LTD.,**  
a Michigan for-profit corporation

By:   
Print Name: Barry Bass  
Its: President

4889-0836-4315 v2 [12840-432]



**LEASE TERMINATION AGREEMENT**

THIS LEASE TERMINATION AGREEMENT (this "Agreement") is dated as of May 31, 2022 (the "Effective Date") and is entered into by and between CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAINAGE DISTRICT, a Michigan statutory public corporation (the "Landlord"), successor-in-interest to City of Pontiac Wastewater Treatment Facility Drainage District (the "Pontiac Drainage District") and BEDROCK EXPRESS, LTD., a Michigan for-profit corporation ("Tenant").

**Recitals:**

A. Pontiac Drainage District and Tenant are parties to a Lease Agreement dated as of August 17, 2017, as assigned by Pontiac Drainage District to Landlord pursuant to an Assignment of Landlord's Interest in Lease dated as of August 17, 2017 (collectively, the "Lease"), pertaining to Parcels F and G located in the City of Pontiac off Featherstone Road near the Amazon Fulfillment Center, formerly the site of the Pontiac Silverdome, which is approximately 1.03 acres and 4.62 acres, respectively, as described and depicted therein, pursuant to which Tenant is in occupancy of such Premises. The current expiration date of the term of the Lease is July 1, 2022.

B. On the Effective Date, Landlord and Tenant and Barry Bass, affiliated with Tenant, are entering into that certain Settlement Agreement and Release (the "Settlement Agreement").

C. Landlord and Tenant desire to terminate all their respective rights and obligations under the Lease as of July 1, 2022. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned thereto in the Lease.

**NOW THEREFORE**, the parties hereto, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, agree as follows:

1. As of July 1, 2022, the Lease shall be terminated and of no further force or effect, and from and after July 1, 2022 and neither Landlord nor Tenant shall have any further rights or obligations under the Lease, except to the extent that the obligations of Tenant survive the expiration or earlier termination of the Lease (the "Surviving Obligations"), provided that (a) on or prior to July 1, 2022, Tenant shall vacate the Premises and fully surrender possession thereof without condition or limitation of any nature, (b) all obligations on the part of Tenant to be performed under the Lease have been performed, (c) on or prior to the Effective Date, Tenant shall pay all base rent, additional rent and all other charges due to Landlord under the Lease through the Effective Date or the same shall be prorated between Landlord through the Effective Date, with Tenant being responsible for all such items up to and including the Effective Date (collectively, the "Charges"), (d) the security deposit of \$9,519.01 under the Lease shall be credited

towards the Charges and (e) Landlord and Tenant shall have executed this Agreement. For the sake of clarity, Tenant shall no right to exercise any renewal option under the Lease.

2. Effective on July 1, 2022, Tenant, on behalf of itself and its successors and assigns, hereby releases and discharges Landlord and its current and former officers, partners, members, employees, agents, attorneys, mortgagees, predecessors in interest, transferees, successors and assigns of any of them, from and against any liabilities, losses, claims, demands, damages or expenses (including, without limitation, reasonable attorneys fees) whatsoever, in law or in equity that Tenant ever had, now has or hereafter can, shall or may have arising out of or related to the Lease or Tenant's occupancy at the Premises.

Tenant acknowledges that it may subsequently learn of facts or circumstances bearing upon the claims released hereby, but nevertheless it is Tenant's intention that this Section shall be effective as a full and final release of each and every claim hereby released, whether known or unknown. Tenant agrees that all rights under any applicable law limiting the effectiveness of releases of unknown claims are hereby expressly waived with respect to the matters released herein. Tenant intends for the foregoing release to be a component of the termination of the Lease.

3. Tenant shall comply with all the terms and conditions of the Lease through July 1, 2022. Thereafter, except (a) for the Surviving Obligations and (b) as provided in this Agreement, neither party shall have any further rights or obligations under the Lease.

4. Landlord and Tenant represent and warrant to each other that (a) each has the full power and authority to enter into and execute this Agreement; (b) all necessary corporate action has been taken to authorize the execution of this Agreement by the undersigned; and (c) there are no consents, approvals or other similar actions required by any lenders, mortgagees, or any other third parties who may have any interest in the Premises or the Lease with respect to this Agreement.

5. This Agreement shall be governed by the laws of the State of Michigan. This Agreement constitutes the entire agreement between the parties hereto related to the subject matter hereof and all prior conversations, negotiations, memoranda, notes or emails are merged herein and extinguished. This Agreement may be executed in counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement. The parties agree that faxed or email .pdf signatures constitute original signatures and that a faxed or email .pdf Agreement containing the signatures (original, faxed or email) of all the parties is binding on the parties.

6. Should any of the provisions of this Agreement conflict with those contained in the Lease, the provisions of this Agreement shall govern.

7. The releases contained in this Agreement shall survive the termination of the Lease and the performance of this Agreement. No amendment, alteration or other change to this Agreement shall be enforceable unless set forth in a writing duly authorized and executed by both parties hereto.


**8. LANDLORD AND TENANT ACKNOWLEDGE THEY HAVE CAREFULLY READ AND FULLY REVIEWED THIS AGREEMENT AND EACH TERM AND PROVISION CONTAINED HEREIN WITH THE ASSISTANCE OF COUNSEL, AND BY EXECUTION OF THIS AGREEMENT, SHOW THEIR INFORMED AND VOLUNTARY ACCEPTANCE AND CONSENT THERETO. LANDLORD AND TENANT HEREBY FURTHER AGREE THAT AT THE TIME THIS AGREEMENT IS EXECUTED, THE TERMS OF THIS AGREEMENT ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES.**

[the balance of this page is intentionally left blank.]

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

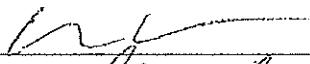
**LANDLORD:**

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

By:   
Print Name: Jim Nash  
Its: Chairman

**TENANT:**

**BEDROCK EXPRESS, LTD.,**  
a Michigan for-profit corporation

By:   
Print Name: Barry Ross  
Its: President

4870-3849-1419 v2 [12840-432]

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") has an effective date of May 31, 2022, and is entered into by and among CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAINAGE DISTRICT ("District"), and BEDROCK EXPRESS, LTD., a Michigan for-profit corporation and BARRY BASS, an individual (collectively referred to as "Bedrock"). The District and Bedrock are sometimes referred to collectively as the "Parties." This Agreement is made based upon the following circumstances:

### RECITALS

- A. On March 17, 2021, the District filed its verified complaint against Bedrock in Oakland County Circuit Court, case 2021-186944-CK (the "Action"), asserting a breach of lease contract, unjust enrichment, and promissory estoppel. On May 5, 2021, Bedrock filed its counter-complaint asserting a breach of contract claim.
- B. The Action involved a dispute respecting the lease agreement ("Lease") for 2.94 acres of land more fully described in the complaint and lease agreement attached as **Exhibit 1** and referred to as Parcel A in this Agreement. Parcel A is part of a much larger parcel (the "Featherstone Property"). Bedrock also currently leases other property, referred to as Parcels F and G in this Agreement, near Parcel A, which is also part of the Featherstone Property and more fully described in that certain lease agreement with a lease term starting July 2, 2017 and signed on August 4, 2017 by Bedrock and August 17, 2017 by the District ("Parcels F and G Lease"), attached as **Exhibit 2**.
- A. The Parties have agreed upon a full and final resolution of all issues in dispute.

Now, therefore, the Parties agree as follows:

1. **Payment.** Bedrock must cause payment of \$250,000.00 ("Settlement Sum") to the District in strict compliance with the following schedule:
  - a. \$100,000.00 by June 1, 2022.
  - b. \$25,000.00 by July 1, 2022.
  - c. \$25,000.00 by August 1, 2022.
  - d. \$25,000.00 by September 1, 2022.
  - e. \$25,000.00 by October 1, 2022.
  - f. \$25,000.00 by November 1, 2022.

g. \$25,000.00 by December 1, 2022.

No amount is to be paid by the District to Bedrock.

2. **Surrender of Possession.** Bedrock has already surrendered possession of Parcel A. Bedrock must fully surrender possession of Parcels F and G without condition or limitation of any nature by July 1, 2022. \_\_

3. **Lease Termination.** Respecting Parcel A, Bedrock must execute the Lease Termination Agreement attached as **Exhibit 3**. Respecting Parcels F and G, Bedrock must executed the Lease Termination Agreement attached as **Exhibit 4**.

4. **Post Signing Obligations and Final Documents.** Upon execution of this Agreement, the Parties must execute and deliver to the District for entry the Stipulated Order of Dismissal attached as **Exhibit 5**. Bedrock must, without further consideration, (a) on and after the date of this Agreement through July 1, 2022, use and maintain Parcels F and G in strict compliance with, and not be in default of, the Parcels F and G Lease, including but not limited to all Lease Termination Agreement provisions. Bedrock must (b) reasonably assist the District in the cancellation and/or transfer of utility services, disabling security alarms, and delivery of keys; (c) remove any and all personal property from the buildings located on Property before July 1, 2022; and (d) deliver the Property to the District as provided in this Agreement, the Parcels F and G Lease and the Lease Termination Agreement, sufficiently free of debris, garbage, and refuse in accordance with Parcels F and G Lease.

5. **Release and Satisfaction.**

A. This Agreement and the Settlement Sum to be paid as stated herein is in full and final satisfaction of any and all claims in the Action (including the counter claim), and all other claims which Bedrock could have brought against the District, including all claims arising from the Lease and the lease relating to Parcels F and G (collectively referred to as the "Released Claims"). Bedrock for itself and its respective affiliates or related entities, agents, employees, shareholders, insurers, officers, successors and assigns, do hereby fully and completely release the District and its contractors, sub-contractors, affiliated and related entities, insurers, shareholders, agents, employees, predecessors, successors, and assigns for the Released Claims.

B. Upon payment of the Settlement Sum in full, District for itself and its respective affiliates or related entities, agents, employees, shareholders, insurers, officers, successors and assigns, do hereby fully and completely release Bedrock and its contractors, sub-contractors, affiliated and related entities, insurers, shareholders, agents, employees, predecessors, successors, and assigns for all claims stated in the complaint filed by the District in the Action which include the following: breach of contract; unjust enrichment; and promissory estoppel arising from the alleged failure to complete the Remediation of the Premises as stated in the complaint. District does not release any claim relative to Parcels F and G.


6. **Indemnity.** There are no indemnities arising from this Agreement.
7. **Voluntary Act and Amendment.** The Parties have read this Agreement, have been advised or had the opportunity to be advised of its terms and conditions by their respective attorneys, and fully understand its terms. This Agreement contains the entire agreement and understanding between the Parties. No promise, inducement, or agreement not expressed in this Agreement has been made by, between, or among any of the Parties. This Agreement may not be modified except by a subsequent written agreement signed by all the Parties.
8. **Parties Bound and Incorporation of Recitals.** This Agreement shall inure to the benefit of and be binding upon all the successors, and assigns of each of the Parties. The Recitals are expressly incorporated into this Agreement by reference. This Agreement is to be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, devisees, personal representatives, successors and permitted assigns.
9. **Venue and Governing Law.** The rights and obligations of the Parties shall be construed and enforced in accordance with, and governed by, the laws of the state of Michigan. The Parties acknowledge the Stipulated Order of Dismissal will provide the court retains jurisdiction over this matter for purposes of enforcing this Agreement.
10. **Severability.** If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without the provision(s).
11. **Assignability.** This Agreement may not be assigned by any party, except as may be needed by the District.
12. **Captions.** Captions in this Agreement are inserted for reference and in no way define, limit, extend or describe the Agreement or the intent of any provision herein.
13. **Counterparts.** This Agreement may be executed in any number of actual, emailed or telecopied counterparts and by each of the different Parties on several counterparts, each of which when so executed and delivered shall be an original. The executed signature page(s) from each actual, emailed or telecopied counterpart may be joined together and attached to such original and shall constitute one and the same instrument.
14. **Support and Defend.** In addition to the actions specifically provided for in this Agreement, the Parties will use their best efforts from the date hereof to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, under applicable laws, regulations and agreements, to consummate and make this Agreement effective. Each Party represents and warrants that the Party, or a responsible



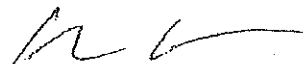
officer or partner or other fiduciary thereof, has read this Agreement and understands the contents hereof, has made such investigation of the facts pertaining to the Agreement provided for in this Agreement, and of all of the matters pertaining thereto, as the Party deems necessary, and believes it is a fair resolution of the matters addressed herein.

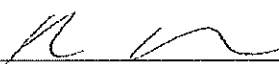
[Signatures on following page]

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

By:   
Jim Nash  
Its: Chairman

**BEDROCK EXPRESS, LTD.**

By:   
Its: President

  
**BARRY BASS**, as authorized representative of  
Bedrock Express, and individually relating to  
paragraph 5 A. of this Agreement.

4886-5780-2009 v2 [12840-432]

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

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

**DATE:** July 26, 2022

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

	Ref No.	For	Amount
CDM Smith Michigan, Inc	TBP	Invoice # 62 - Engineering Admin - 05/29/22 - 07/02/22 - Proj 1-2181	\$ 26,528.11
Dickinson Wright PLLC	V # SINV00113763	Invoice # 1703933 - Legal Services - 05/31/22 - Proj #1-2181	1,027.00
Entrance Technologies Inc	V # SINV00111924	Invoice # 21743 - Contracted Services - Proj # 1-2181	6,709.16
		<b>Total for Project # 1-2181</b>	<b>\$ 34,264.27</b>

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

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

**DATE:** July 26, 2022

**SUBJECT:** Request for Approval of Invoices

The following is a detail of charges paid from the Drain Revolving Fund and Invoices for the period of June 23, 2022 to July 20, 2022.

Payable To	Ref No.	For	Amount
Dickinson Wright PLLC	TBP	Invoice # 1703935 - Legal Services - 05/31/2022	\$ 6,778.87
PVS Technologies Inc	TBP	Invoice # 313662 - Chemical Treatment	4,687.20
PVS Technologies Inc	TBP	Invoice # 314222 - Chemical Treatment	3,559.36
PVS Technologies Inc	TBP	Invoice # 314654 - Chemical Treatment	2,205.28
PVS Technologies Inc	TBP	Invoice # 315053 - Chemical Treatment	5,162.08
PVS Technologies Inc	TBP	Invoice # 314092 - Chemical Treatment	2,601.76
PVS Nolwood Chemicals Inc	V # SINV00114556	Invoice # 762531 - Chemical Treatment	11,923.39
Polydyne Inc	TBP	Invoice # 1656193 - Chemical Treatment	48,609.00
Polydyne Inc	TBP	Invoice # 1653610 - Chemical Treatment	60,720.00
Jones Chemicals Inc	TBP	Invoice # 889240 - Chemical Treatment	5,836.80
Jones Chemicals Inc	TBP	Invoice # 890093 - Chemical Treatment	2,422.69
Eurofins Environment Testing America	TBP	Invoice # 1900050967 - Laboratory Fees	1,117.50
D3W Industrials	TBP	Invoice # 3395 - Material and Supplies	5,720.00
Waste Management	TBP	Invoice # 8618151-1714-3 - Garbage & Rubbish Disposal	1,436.15
Hamlett Environmental Technologies	V # SINV00114584	Invoice # 20222006 - Material and Supplies	1,500.00
United Lawnscape	V # SINV00114546	Invoice # UE 483362 - Contracted Services	3,459.00
United Lawnscape	V # SINV00114551	Invoice # UE 483363 - Contracted Services	2,360.00
CleanNet of Greater Michigan, Inc	TBP	Invoice # DET0100681- Contracted Services - July	1,601.38
Jacobs Consultants Inc	TBP	Invoice C6A19600-01 - Contracted Services	19,005.05
		<b>Subtotal</b>	<b>\$ 190,705.51</b>
Fishbeck, Thompson, Carr & Huber Inc	V # SINV00114879	Invoice # 413240 - Engineering Services - 07/08/22 - Proj #1-3042	\$ 2,399.00
		<b>Subtotal - Project 1-3042</b>	<b>\$ 2,399.00</b>
Hubbell Roth & Clark Inc	TBP	Invoice # 0197707 - Engineering Services - 06/11/22 - Proj #1-3679	\$ 7,328.28
		<b>Subtotal - Project 1-3679</b>	<b>\$ 7,328.28</b>
Lee Industrial Contracting	V # SINV00114935	Invoice # 260388 - Contracted Services - Proj # 1-3429	\$ 41,250.00
		<b>Subtotal - Project 1-3429</b>	<b>\$ 41,250.00</b>
		<b>Total</b>	<b>\$ 241,682.79</b>

## **6. George W. Kuhn Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE GEORGE W. KUHN DRAIN**

July 26, 2022

1. Call meeting to order
2. Approve minutes of meeting of June 28, 2022
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$54,969.26
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

June 28, 2022

A meeting of the Drainage Board for the George W. Kuhn Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 28<sup>th</sup> day of June 2022.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

Minutes of the meeting held May 24, 2022, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3  
Nays - 0

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

A memorandum from Raphael Chirolla, Financial Services Supervisor, dated June 28, 2022, requesting the Board approve the proposed revised operating budget and sewer charges for the rate year beginning July 1, 2022, was presented. It was moved by Markham, supported by Woodward to approve the proposed revised operating budget and sewer charges for the rate year beginning July 1, 2022, as presented.

ADOPTED: Yeas - 3  
Nays - 0

A memorandum from Lesli Maes, Operations Engineer, dated June 28, 2022, requesting the Board approve the Retention Treatment Basin major maintenance and capital improvement projects for FY 2022 for the not-to-exceed amount of \$434,000 was presented. It was moved by Markham, supported by Woodward, to approve the Retention Treatment Basin major maintenance and capital improvement projects for FY 2022 for the not-to-exceed amount of \$434,000 as presented.

ADOPTED: Yeas - 3  
Nays - 0

A memorandum from Carrie Cox, P.E. Chief Engineer, and Gary Nigro, P.E. Chief Engineer, dated June 28, 2022, requesting the Board authorize the Chairman to sign the Great



Lakes Water Authority water model contract reopener with the negotiated maximum day and peak hour demand of 0.204 MGD was presented. It was moved by Markham, supported by Woodward, to authorize the Chairman of the Board to sign the Great Lakes Water Authority water model contract reopener with the negotiated maximum day and peak hour demand of 0.204 MGD as presented.

ADOPTED: Yeas - 3  
Nays - 0

A memorandum from John Basch, Senior Attorney, dated June 28, 2022, requesting the Board accept the transfer of four parcels associated with the Allen Branch of the Royal Oak Drain from the State of Michigan at no cost to the district and authorize the Chairperson, on behalf of the district, to execute all appropriate documents to finalize ownership of the parcels was presented. It was moved by Markham, supported by Woodward, to accept the transfer of four parcels associated with the Allen Branch of the Royal Oak Drain from the State of Michigan at no cost to the district and authorize the Chairperson, on behalf of the district, to execute all appropriate documents to finalize ownership of the parcels as presented.

ADOPTED: Yeas - 3  
Nays - 0

A memorandum from George Nichols, P.E., Civil Engineer III, dated June 28, 2022, requesting the Board authorize staff to proceed with preparing specifications and obtaining quotes for closed circuit television services, develop a 5-year capital improvement plan, and authorize the allocation of \$610,000 from the Drainage District's Sewage Disposal Fund for this project was presented. It was moved by Markham, supported by Woodward to authorize staff to proceed with preparing specifications and obtaining quotes for closed circuit television services, develop a 5-year capital improvement plan, and authorize the allocation of \$610,000 from the Drainage District's Sewage Disposal Fund for this project was presented.

ADOPTED: Yeas - 3  
Nays - 0

A memorandum from George Nichols, P.E., Civil Engineer III, dated June 28, 2022, requesting the Board enter into a contract with Hubbell, Roth, and Clark to develop a 5-year Capital Improvement Plan for a not-to-exceed amount of \$45,300 and authorize the Chairperson to sign the proposal was presented. It was moved by Markham, supported by Woodward, to enter into a contract with Hubbell, Roth, and Clark and proceed with developing a 5-year Capital Improvement Plan for a not-to-exceed amount of \$45,300 and authorize the Chairperson to sign the proposal as presented.

ADOPTED: Yeas - 3  
Nays - 0

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$112,279.80 (as attached) was presented. It was moved by

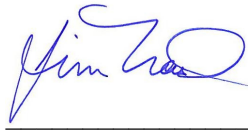
Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$112,279.80.

ADOPTED: Yeas - 3  
Nays - 0

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

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.




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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the George W. Kuhn Drain, Oakland County, Michigan, held on the 28<sup>th</sup> day of June 2022, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



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Jim Nash, Chairperson

Dated: June 28, 2022

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

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

**DATE:** July 26, 2022

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

<u>Payable To</u>	<u>Ref No.</u>	<u>For</u>	<u>Amount</u>
FK Engineering Associates	TBP	Invoice # 20-060-020- Contracted Services - 05/22/22 - 06/11/22	\$ 4,320.90
		<b>Subtotal Project # 1-2847</b>	<b>\$ 4,320.90</b>
Johnson Controls	TBP	Invoice # 1-118557241063- Contracted Services	\$ 19,407.00
		<b>Subtotal Project # 1-3482</b>	<b>\$ 19,407.00</b>
Dickinson Wright, PLLC	TBP	Invoice # 1703936 - Legal Services - 05/31/2022	\$ 22,098.76
Orchard Hiltz & McCliment Inc	TBP	Invoice # 52627 - Contracted Services - 06/18/22	3,405.00
Orchard Hiltz & McCliment Inc	TBP	Invoice # 52625 - Contracted Services - 01/29/21	2,992.00
Motor City Electric Technologies Inc	TBP	Invoice # 94559 - Contracted Services	2,745.60
		<b>Subtotal</b>	<b>\$ 31,241.36</b>
		<b>Total</b>	<b>\$ 54,969.26</b>

**7. Evergreen-Farmington  
Sanitary Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE EVERGREEN-FARMINGTON SANITARY DRAIN**

July 26, 2022

1. Call meeting to order
2. Approve minutes of meeting of June 28, 2022
3. Public Comments
4. Present Memorandum from Evans Bantios, P.E., Project Engineer, dated July 26, 2022, requesting the Board authorize Walsh Construction to obtain bids for the valve and actuator equipment for the Drainage District 8 Mile Outlet Corrective Action Plan project and pay for the equipment using undesignated funds
5. Present Engineering Work Order for Fishbeck regarding design changes for the 8 Mile Corrective Action Plan project for a not-to-exceed amount of \$211,263
6. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$74,715.51
7. Other business
8. Approve pro rata payment to Drainage Board members
9. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD  
FOR THE EVERGREEN -FARMINGTON SANITARY DRAIN**

June 28, 2022

A meeting of the Drainage Board for the Evergreen-Farmington Sanitary Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 28<sup>th</sup> day of June 2022.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

Minutes of the meeting held May 24, 2022, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3  
Nays - 0

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

A memorandum from Ben Lewis, P.E. Manager, dated June 28, 2022, requesting the Board approve the proposed revised operating budget and sewer charges for the rate year beginning July 1, 2022, was presented. It was moved by Markham, supported by Woodward, to approve the proposed revised operating budget and sewer charges for the rate year beginning July 1, 2022, as presented.

ADOPTED: Yeas - 3  
Nays - 0

A memorandum from Phillip Kerby, Operations Engineer, dated June 28, 2022, requesting the Board approve the addition of the Bloomfield Township 087 18-in corrugated metal pipe rehab as a project to the capital improvement plan with a budget of \$30,000 and award engineering services to FK Engineering Associated in the amount of \$23,250 was presented. It was moved by Markham, supported by Woodward to approve the addition of the Bloomfield Township 087 18-in corrugated metal pipe rehab as a project to the capital improvement plan with a budget of \$30,000 and award engineering services to FK Engineering Associated in the amount of \$23,250 as presented.

ADOPTED: Yeas - 3  
Nays - 0

A memorandum from Evans Bantios, P.E., Project Engineer, dated June 28, 2022, requesting the Board receive and file the 8 Mile Conveyance Corrective Action Plan project cost summary was presented. It was moved by Markham, supported by Woodward, to receive and file the 8 Mile Conveyance Corrective Action Plan project cost summary as presented.

ADOPTED: Yeas - 3  
Nays - 0

A memorandum from Evans Bantios, P.E. Project Engineer, dated June 28, 2022, requesting the Board authorize Walsh Construction to award a contract to Cummins for a 20-megawatt generator for the Drainage District's 8 Mile Outlet Conveyance Corrective Action Plan project and pay for the generator using undesignated funds was presented. It was moved by Markham, supported by Woodward, to authorize Walsh Construction to award a contract to Cummins for a 20-megawatt generator for the Drainage District's 8 Mile Outlet Conveyance Corrective Action Plan project and pay for the generator using undesignated funds as presented.

ADOPTED: Yeas - 3  
Nays - 0

Engineering Work Order No. D-437 for Fishbeck regarding the request for evaluation of force main pipe products and crane design for the 8 Mile Corrective Action Plan in the amount of \$59,263.60 was presented. It was moved by Markham, supported by Woodward, that Engineering Work order No. D-437 for Fishbeck in the amount of \$59,263.60 as presented.

ADOPTED: Yeas - 3  
Nays - 0

Change Order No. 1 for Walsh Construction for construction of the 8 Mile Corrective Action Plan – Phase 1 for a net increase in the amount of \$1,295,213.13 was presented. It was moved by Markham, supported by Woodward, to approve Change Order No. 1 from Walsh Construction for construction of the 8 Mile Corrective Action Plan – Phase 1 for a net increase in the amount of \$1,295,213.13 as presented.

ADOPTED: Yeas - 3  
Nays - 0

Construction Estimate No. 5 for Pipeline Management Company, LLC in the amount of \$152,259.70 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 5 for Pipeline Management Company, LLC in the amount of \$152,259.70 as presented.

ADOPTED: Yeas - 3  
Nays - 0

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$124,203.30 (as attached) was presented. It was moved by



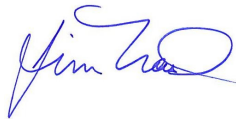
Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$124,203.30.

ADOPTED: Yeas - 3  
Nays - 0

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

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



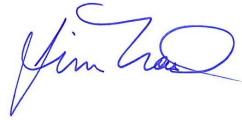
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Evergreen-Farmington Sanitary Drain, Oakland County, Michigan, held on the 28<sup>th</sup> day of June 2022, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



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Jim Nash, Chairperson

Dated: June 28, 2022

**OAKLAND COUNTY  
WATER RESOURCES COMMISSIONER**

**MEMORANDUM**

**TO:** Jim Nash, Chairperson of the Evergreen Farmington Sanitary Drain Drainage Board

**FROM:** Evans Bantios, P.E. Project Engineer

**SUBJECT:** Recommendation prepurchase of pumps and electrical equipment for the EFSD 8 Mile Outlet CAP Project

**DATE:** July 26, 2022

As part of this project, we are using a Construction Manager at Risk (CMAR). Walsh was brought on a few months ago to assist during the design phase of the project. The current schedule has Walsh providing a guaranteed maximum price (GMP) by November of 2022. Some of their scope of work includes providing preliminary cost estimates and construction schedules. The next step in the critical path schedule requires the prepurchase of the various valves and actuators. The estimated cost; estimated advertisement and review of the bids; and submittal development, submittal review and fabrication times are shown in the table below. I request that the Board approve the prepurchase of the 13 valves and 14 actuators. We plan to use undesignated funds to pay for the equipment and those funds will be reimbursed after we obtain funding for this project. When we obtain actual cost for the pumps and electrical equipment after bids are received; we will submit a change order to the Board for approval.

<b>Prepurchase Equipment</b>	<b>Estimated Cost</b>	<b>Advertisement &amp; Review Bids</b>	<b>Submittal Development and Review &amp; Fabrication</b>
Valves and Actuators	\$1,333,091	5 Weeks	54 Weeks

**Requested Action: Authorize Walsh to obtain bids for the valve and actuator equipment for the EFSD 8 Mile Outlet CAP project and pay for the equipment using undesignated funds.**

June 29, 2022  
Project No. 210169

Evans Bantios, PE  
Oakland County Water Resources Commissioner  
One Public Works Drive, Building 95 West  
Waterford, MI 48328

### **Evergreen Farmington Sanitary Drain Drainage District – 8 Mile Road Outlet Corrective Action Plan Design Change Order No. 4 Request**

Dear Mr. Bantios:

The purpose of this letter is to document recent changes to the design scope for the referenced project.

The Oakland County Water Resources Commissioner (WRC) has previously approved two change orders related to changes in the project design scope. Please refer to our memos dated July 21, 2021, for the explanation of the changes in scope that resulted in the previous design changes.

Following is a summary of the additional scope of services that we have incurred since August 2021.

#### **Tributary Sewer Design**

The tributary sewer was originally designed to be located approximately 10 feet south of the 8 Mile Interceptor. The design was taken to approximately 50% completion prior to being stopped and the alignment reevaluated. The change in alignment was due to findings from the subsurface investigation, conducted by NTH, of the 9.5-foot abandoned sewer tunnel. Additionally, hydraulic modeling results from the summer of 2021 indicated the tributary sewer may also require further extension to the east to connect all tributary sewers upstream of the Evergreen Emergency Sanitary Sewer Overflow (SSO) Chamber.

An alternative alignment was developed to place the tributary sewer in the southern most lane of eastbound 8 Mile Road. This would place the tributary sewer away from the abandoned tunnel. The length of the tributary sewer was also extended east approximately 880 feet. Fishbeck prepared 60% drawings of the new alignment. The new alignment, however, proved to be very expensive, time consuming, and risky to construct. It also required multiple temporary and permanent easements.

A different option was needed to reduce the construction risk and cost. A new option was presented in the *8 Mile Tributary Sewer or Force Main Alternative Analysis* technical memo dated March 2, 2022. In this memo, Fishbeck recommended the construction of a new 54-inch relief force main instead of both the construction of the tributary sewer and slip lining of the existing interceptor. The new relief force main would also extend the full length of 8 Mile Road from the 8 Mile Road Pump Station to the Evergreen Emergency SSO Chamber, an additional 900 feet.

The new option is anticipated to save WRC approximately \$7 million in construction costs.

**OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

One Public Works Drive

Phone: (248) 858-0958

Waterford, Michigan 48328-1907

No. D-451**ENGINEERING WORK ORDER**FOR: EFSD 8 Mile Conveyance Corrective Action Plan (CAP)Design ChangesTO: FishbeckDATE: July 11, 2022**DESCRIPTION**

Fishbeck is requesting additional compensation for changes that occurred as part of this project. These changes include removing the tributary sewer and replacing it with a 54-inch force main; splitting the project into two separate projects; changing the delivery method on one of the phases to a CMAR delivery method; additional scope changes to the project; and subconsultants cost associated with location of the abandoned tunnel and additional testing borings and analysis for the 54-inch force main. The scope of work is discussed below:

**Tributary Sewer Design**

The original design of the project included a tributary sewer. The original tributary sewer alignment ran east/west, 10 feet south of the 8 Mile Interceptor. The design was taken to approximately 50% completion prior to being stopped and the alignment reevaluated. The change in alignment was due to a 9.5-foot diameter abandoned sewer tunnel found during the geotechnical investigation. In addition, hydraulic modeling results from the summer of 2021 indicated the tributary sewer may also require further extension to the east to connect all tributary sewers upstream of the Evergreen Emergency Sanitary Sewer Overflow (SSO) Chamber. This was due to the need for a higher hydraulic grade line that affected additional connections.

An alternative alignment was developed to place the tributary sewer in the southern most lane of westbound 8 Mile Road. This would place the tributary sewer away from the abandoned tunnel. The length of the tributary sewer was also extended 880 feet. Fishbeck prepared 60% drawings of the new alignment. However, the new alignment proved to be very expensive, time consuming and risky to construct. Due to the depth the new alignment required multiple temporary and permanent easements.

Fishbeck recommended the construction of a 54-inch diameter force main instead of tributary sewer and lining of the 8 Mile Interceptor to minimize risk, cost, and construction issues. This option decreased the risk associated with both the tributary sewer and lining phase of the project. It also provides flexibility in how the station can discharge flow moving forward. The new 54-inch force main will extend from the 8 Mile Pump Station to the Evergreen Emergency SSO Chamber. In addition, a new gate will be constructed at the Evergreen Emergency SSO Chamber to isolate the lateral

connections between the chamber and pump station. This option also provides some cost savings to the project.

### **Split of the Project into Two Projects**

On August 27, 2021, the first risk registry meeting for the project was held. We decided at this meeting to divide the project into two projects:

8 Mile Road Station & SSO Chamber Improvements – Phase I  
8 Mile Road Pump Station 54-inch Relief Force Main – Phase II

The CMAR approach was confirmed for Phase I after a workshop on September 21, 2021. Phase II will follow the design, bid, build method of delivery. Fishbeck, working with WRC staff, prepared the CMAR Request for Proposal, which was issued in October 2021. Fishbeck assisted in the evaluation of the bids, attended the bid interviews, and provided recommendations. Fishbeck will develop separate sets of bid documents for each phase. The original Fishbeck scope of work assumed that the project would be designed bid and built as one project.

### **CMAR Delivery Method**

The change to CMAR has resulted in several changes to the procurement process; scope of design; and various coordination meetings. Fishbeck has had several additional design workshops and coordination meetings with the CMAR and WRC. There has been additional effort in assisting with the bid packages for the prepurchase equipment.

### **Additional Design Scope Changes**

Fishbeck is requesting additional compensation for additional design scope items. These include changes to the civil, architectural, structural, process, mechanical and electrical disciplines. The following is a summary of the design scope changes:

**Civil:** The 54-inch force main required some design requirements including the addition of a valve chamber, 12-inch sewer that connects the 8 Mile Interceptor to the Wet Well in case there is extended closure periods for the sluice gate at the SSO Chamber; and additional coordination with MDOT since the project will have two separate contractors working in the 8 Mile ROW over multiple years.

**Architectural:** Modifications to the northeast corner of the building to allow for the structural demolition of the channel. This option required additional design cost but will save considerable cost during construction. Roof replacement modifications to eliminate roof drains in the electrical room and additional modifications for an access hatch in the wet well. Replacement of stairways in the dry well and wet well related to floor slab modifications.

**Structural:** Modifications to reinforce the existing wet well wall where the dry well floor slab modifications are made including new wet well slabs. A new roof hatch in the wet well to allow for materials to be brought into the wet well and for long term use. A new force main valve vault at the pump station. Additional modifications/changes to the design of the Evergreen SSO Chamber to accommodate the connection of the relief force main, new sluice gate and coordination of the crane design.

**Process:** Changes to the limits of the process piping replacement including the existing 30-inch force main. Design of the 54-inch force main valve vault and structure to connect the existing interceptor.

Mechanical: Modifications to the HVAC plan due to the inclusion of the new electrical room. Converting dry well supply air from fans and unit heaters to a roof top unit to help mitigate humidity concerns. The addition of natural gas service. Updated interior plumbing for new building needs/usage (removal of seal water and hydraulic actuators system). Revised compressed air supply lines for new building needs (removal of bubbler and pneumatic actuators).

Electrical: Electrical system sized to accommodate the operation of the 4 new pumps. Replacement of the motor control center. Design of the generator docking station to replace existing manual transfer switches. Electrical upgrades at the Evergreen SSO Chamber.

A summary table of the breaking down the additional hours per discipline is attached to this Engineering Work Order

#### **Additional Subconsultant Cost**

There will be additional cost from the consultants. The additional cost is associated with investigation into the abandoned tunnel and additional investigation to evaluate the new alignment for the 54-inch force main. NTH is requesting an additional \$950 dollars for overruns associated with the location of the abandoned tunnel. FK Engineering is requesting an additional \$39,000 to complete additional soil borings and analysis as part of the 54-inch force main. The additional information is a requirement from MDOT for construction within the right of way. Rosendall Well Drilling performed environmental borings in the areas of environmental concern. The cost for this work was \$5,466. Kerr Pump performed pump flow verification testing on the existing pumps at the 8 Mile Pump Station. The cost for this work was \$855. We have included documentation from each subcontractor which provide a breakdown of the additional cost.

#### **Time Extension Request**

Fishbeck anticipates going out for bid for Phase II by early September 2022 and will receive bids back by October 2022. This assumes that permits will be obtained at the time of bid letting.

Fees for this Engineering Work Order shall be billed on a time and material basis according to the contract standard fee and schedule. The total amount of this Engineering Work Order is \$211,263. A work plan for the additional hours and subconsultant is attached for reference. The design change order request from Fishbeck is included for reference. This amount is not to be exceeded without written authorization. Fishbeck will bill OCWRC for actual services rendered in accordance with Contract No. 6321.

**RECOMMENDED**

*Evangelos Bantios*

By: Evangelos Bantios, P.E.  
Project Engineer  
OCWRC

**ACCEPTED**

**DATE:** \_\_\_\_\_

By: Maria Sedki, P.E.  
Vice President  
Fishbeck

**APPROVED**

**DATE:** \_\_\_\_\_

By: Joel Brown, P.E.  
Chief Engineer  
OCWRC

**APPROVED**

**DATE:** \_\_\_\_\_

By: Sid Lockhart, P.E.  
Special Projects Engineer  
OCWRC

**Approved by Drainage Board on:** \_\_\_\_\_



**MEMO TO:** Mr. Jim Nash, Chairman  
of the Drainage Board for the EVERGREEN - FARMINGTON SANITARY DRAIN SYSTEM

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

**DATE:** July 26, 2022

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

<u>Date</u>	<u>Ref No.</u>	<u>Paid To</u>	<u>For</u>	<u>Amount</u>
	TBP	Orchard Hiltz & McCliment Inc	Invoice # 52625 - Contracted Services	\$ 2,992.00
	TBP	Walsh Construction Company	Invoice # 222035 - #4 - Contracted Services	68,465.09
	TBP	ICS Integration Services LLC	Invoice # 2366 - Contracted Services	3,258.42
			<b>Total</b>	<b><u>\$ 74,715.51</u></b>

## **8. Dunleavy Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE DUNLEAVY DRAIN**

July 26, 2022

1. Call meeting to order
2. Approve minutes of meeting of August 20, 2013
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$53,642
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

August 20, 2013

A meeting of the Drainage Board for the Dunleavy Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 PM on the 20th day of August, 2013.

The meeting was called to order by the Chairperson.

PRESENT: Chairperson Jim Nash, Oakland County Water Resources Commissioner

Thomas F. Middleton, Chairperson of the Finance Committee,  
Oakland County Board of Commissioners

ABSENT: Michael J. Gingell, Chairperson of the Oakland County Board of Commissioners

Minutes of the meeting held July 16, 2013 were presented for consideration. It was moved by Middleton, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2  
Nays - 0

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

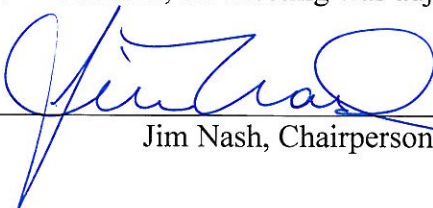
A Request for Reimbursement of the Drain Revolving Fund in the amount of \$117.60 (as attached) was presented. It was moved by Middleton, supported by Nash, to approve the Request for Reimbursement of the Drain Revolving Fund in the amount of \$117.60.

ADOPTED: Yeas - 2  
Nays - 0

It was moved by Nash, supported by Middleton, to certify attendance and authorize payment of \$25.00 per day to Mr. Middleton.

ADOPTED: Yeas - 2  
Nays - 0

There being no further business, the meeting was adjourned.

  
\_\_\_\_\_  
Jim Nash, Chairperson

STATE OF MICHIGAN            )  
  ) SS.  
COUNTY OF OAKLAND        )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Dunleavy Drain Drainage District, Oakland County, Michigan, held on the 20th day of August, 2013 and that the said minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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

  
\_\_\_\_\_  
Jim Nash, Chairperson

August 27, 2013

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

**FROM:** Holly Conforti, Chief of Fiscal Services *H. Conforti*  
OCWRC Accounting

**DATE:** August 20, 2013

**SUBJECT:** Request for Reimbursement of Drain Revolving Fund

The following is a detail of charges paid from the Drain Revolving Fund  
for the period ending August 7, 2013.

<u>Date</u>	<u>Ref No.</u>	<u>Paid To</u>	<u>For</u>	<u>Amount</u>
6/5/2013	June 2013 Pcard	Chet's Rent-All	P-card Materials and Supplies	\$ 117.60
				<u>\$ 117.60</u>

**OAKLAND COUNTY WATER RESOURCES COMMISSIONER**  
**MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE**  
**Dunleavy Drain**

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2022 through 2024

Date last assessment approved:	06/16/09	
Last Assessment:		\$32,172
Current Available Cash:		(\$44,042)

Expenditure History:	Fiscal Year	Amount
	2015	\$1,079
	2016	\$6,201
	2017	\$1,946
	2018	\$2,142
	2019	\$16,695
	2020	\$10,529
	2021	\$2,826

Estimated Expenditures:	Year	Amount
	2022	\$3,200
	2023	\$3,200
	2024	\$3,200
	<b>Total</b>	<b>\$9,600</b>

**Recommended Assessment:**

Current Cash Deficit	\$44,042
Total Anticipated Expenses 2022 - 2024	\$9,600

**TOTAL RECOMMENDED ASSESSMENT \$53,642**

Prepared by: Michael R. McMahon Date: 7/26/2022  
 Michael R. McMahon, P.E. - Chief Engineer

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Brian Coburn, P.E. - Manager

Note: Current Available Cash as of March 31, 2022, Fiscal Services Division Report.

**SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE  
OF THE DUNLEAVY DRAIN**

<b>Public Corporation</b>	<b>*Percentage of Apportionment</b>	<b>Total Amount of Assessment</b>	<b>Payment #1</b>	<b>Payment #2</b>	<b>Payment #3</b>
City of Madison Heights	100.0000%	\$ 53,642.00	\$ 53,642.00	-	-
<b>Total</b>	<b>100.000%</b>	<b>\$ 53,642.00</b>	<b>\$ 53,642.00</b>	<b>\$ -</b>	<b>\$ -</b>

\*Apportionment based on Final Order of Apportionment dated 11/26/1975.

Assessment Payment Due Date(s): Payment #1 08/31/2022

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Dunleavy Drain for the fiscal years 2022- 2024 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

\_\_\_\_\_  
Jim Nash  
Chairman of the Drainage Board for the Dunleavy Drain

The foregoing Special Assessment Roll for the maintenance of the Dunleavy Drain was approved by the Drainage Board on \_\_\_\_\_.

\_\_\_\_\_  
Jim Nash  
Chairman of the Drainage Board for the Dunleavy Drain



## **9. Kaczmar Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE KACZMAR DRAIN**

July 26, 2022

1. Call meeting to order
2. Approve minutes of meeting of March 24, 2009
3. Public Comment
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$63,360
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

**MARCH 24, 2009**

A meeting of the Drainage Board for the Kaczmar Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan on the 24th day of March, 2009.

The meeting was called to order by the Chairperson.

PRESENT: John P. McCulloch, Chairperson and  
Oakland County Water Resources Commissioner

Bill Bullard, Jr., Chairperson of the  
Oakland County Board of Commissioners

Thomas F. Middleton, Chairperson of the Finance Committee  
Oakland County Board of Commissioners

ALSO

PRESENT: Kevin R. Larsen,  
Chief Deputy Water Resources Commissioner

Philip Sanzica,  
Chief Engineer

Steve Korth,  
Chief Engineer

Joseph Colaianne,  
Insurance Administrator

Tim Prince,  
Chief Engineer

Gary Nigro,  
Civil Engineer

James Wineka,  
Assistant Chief Engineer

Chip Tischer,  
Community Liaison

Elaine Van Dyke,  
Secretary

Peg Moulder,  
WRC Operations Clerk

Lynn Sonkiss,  
Chief of Fiscal Services

Karrie Jager,  
Fiscal Services Division

John Axe,  
MFCI

J. Bryan Williams, Bond Counsel  
Dickinson Wright, PLLC

Paul O'Meara,  
Designated City Engineer, City of Birmingham

Olivia Olsztyn  
Bloomfield Township

Wayne Domine,  
Bloomfield Township

Roger Moore,  
City of Rochester Hills

Kim Murphy,  
City of Rochester Hills

Minutes of the meeting held July 17, 2007 were presented for consideration. It was moved by Bullard, supported by Middleton, that the minutes be approved as presented.

ADOPTED: Yeas - 3  
Nays - 0

Mr. McCulloch asked if there were any comments from those in attendance. There were none.

Memorandum dated March 24, 2009, from James A. Wineka regarding Grant Match Authorization – EPA Illicit Discharge Elimination Project was presented. Mr. Wineka explained the memorandum and the grant.

It was moved by Middleton, and supported by Bullard, to approve the drain matching expenditure amount of \$1,380 for the Kaczmar Drain.

ADOPTED: Yeas - 3  
Nays - 0

It was moved by McCulloch, supported by Bullard to certify attendance and authorize pro-rata payment of \$25 per day to both Mr. Bullard and Mr. Middleton.

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.

---

John P. McCulloch, Chairperson

**OAKLAND COUNTY WATER RESOURCES COMMISSIONER**  
**MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE**  
**Kaczmar Drain**

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2022 through 2024

Date last assessment approved:	N/A
Last Assessment:	N/A
Current Available Cash:	(\$52,260)

Expenditure History:	Fiscal Year	Amount
	2015	\$1,466
	2016	\$782
	2017	\$2,528
	2018	\$2,212
	2019	\$1,661
	2020	\$4,163
	2021	\$1,552

Estimated Expenditures:	Year	Amount
	2022	\$2,700
	2023	\$2,700
	2024	\$2,700
	<b>Total</b>	<b>\$8,100</b>

**Recommended Assessment:**

Current Cash Deficit	\$52,260
Total Anticipated Expenses 2022 - 2024	\$8,100
Special Maintenance Expenses	\$3,000
 <b>TOTAL RECOMMENDED ASSESSMENT</b>	 <b>\$63,360</b>

Prepared by: Michael R. McMahon Date: 7/26/2022  
 Michael R. McMahon, P.E. - Chief Engineer

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Brian Coburn, P.E. - Manager

Note: Current Available Cash as of March 31, 2022, Fiscal Services Division Report.

**SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE  
OF THE KACZMAR DRAIN**

<b>Public Corporation</b>	<b>*Percentage of Apportionment</b>	<b>Total Amount of Assessment</b>	<b>Payment #1</b>	<b>Payment #2</b>	<b>Payment #3</b>
City of Madison Heights	100.0000%	\$ 63,360.00	\$ 63,360.00	-	-
<b>Total</b>	<b>100.000%</b>	<b>\$ 63,360.00</b>	<b>\$ 63,360.00</b>	<b>\$ -</b>	<b>\$ -</b>

\*Apportionment based on Final Order of Apportionment dated 1/10/1995.

Assessment Payment Due Date(s): Payment #1 08/31/2022

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Kaczmar Drain for the fiscal years 2022- 2024 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

\_\_\_\_\_  
Jim Nash  
Chairman of the Drainage Board for the Kaczmar Drain

The foregoing Special Assessment Roll for the maintenance of the Kaczmar Drain was approved by the Drainage Board on \_\_\_\_\_.

\_\_\_\_\_  
Jim Nash  
Chairman of the Drainage Board for the Kaczmar Drain

## **10. McCulloch Drain**



## **AGENDA**

### **DRAINAGE BOARD FOR THE MCCULLOCH DRAIN**

July 26, 2022

1. Call meeting to order
2. Approve minutes of meeting of March 22, 2022
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$5,326.00
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

March 22, 2022

A meeting of the Drainage Board for the McCulloch Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 22<sup>nd</sup> day of March 2022.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

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

Minutes of the meeting held February 28, 2022, were presented for consideration. It was moved by Markham, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2  
Nays - 0

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

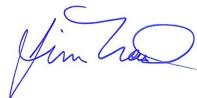
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$5,412.50 (as attached) was presented. It was moved by Markham, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$5,412.50.

ADOPTED: Yeas - 2  
Nays - 0

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

ADOPTED: Yeas - 2  
Nays - 0

There being no further business, the meeting was adjourned.



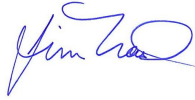
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the McCulloch Drain, Oakland County, Michigan, held on the 22<sup>nd</sup> day of March 2022, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



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Jim Nash, Chairperson

Dated: March 22, 2022

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

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

**DATE:** July 26, 2022

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

<u>Date</u>	<u>Ref No.</u>	<u>Paid To</u>	<u>For</u>	<u>Amount</u>
	TBP	Fishbeck	Invoice # 412570 - Engineering Services - 06/10/22	\$ 5,326.00
			<b>Total</b>	<b>\$ 5,326.00</b>

## **11. Wilmont Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE WILMONT DRAIN**

July 26, 2022

1. Call meeting to order
2. Approve minutes of meeting of March 22, 2022
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$8,481.00
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

March 22, 2022

A meeting of the Drainage Board for the Wilmont Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 22<sup>nd</sup> day of March 2022.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners

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

Minutes of the meeting held February 28, 2022, were presented for consideration. It was moved by Markham, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2  
Nays - 0

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

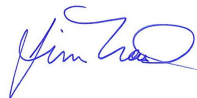
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$2,135.50 (as attached) was presented. It was moved by Markham, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$2,135.50.

ADOPTED: Yeas - 2  
Nays - 0

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

ADOPTED: Yeas - 2  
Nays - 0

There being no further business, the meeting was adjourned.



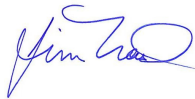
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Wilmont Drain, Oakland County, Michigan, held on the 22<sup>nd</sup> day of March 2022, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



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Jim Nash, Chairperson

Dated: March 22, 2022



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

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

**DATE:** July 26, 2022

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

<u>Date</u>	<u>Ref No.</u>	<u>Paid To</u>		<u>Amount</u>
7/14/2022	V # SINV00114972	Fishbeck	Invoice # 412580 - Engineering Services - 06/10/22 - Proj # 1-3632	\$ 8,481.00
			Total	<u>\$ 8,481.00</u>