

AGENDA

Red Run Intercounty Drain Drainage Board Macomb and Oakland Counties

April 20, 2022 – 9:30 a.m.

Office of the Oakland County Water Resources Commissioner
One Public Works Drive, Building 95 West
Waterford, Michigan, and Microsoft Teams

1. Call meeting to order

Board Members:

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

2. Approval of the meeting agenda for April 20, 2022
3. Approval of Drainage District Board Meeting Minutes from March 16, 2022
4. Public Comment
5. Red Run Freedom Hill - Phase 1 update
 - a. Account of Project Standing
 - b. Construction update
6. Red Run Restoration Phase 1 Construction Observation Services
7. Present memorandum requesting the Board to approve and execute the engagement letter with Zausmer P.C
8. Present Construction Estimate No.1 from L.J Construction in the amount of \$625,701.85 with a transfer to the Oakland County Treasurer in the amount of \$66,858.15
9. Present trial balance
10. Present for approval payment of invoices in the amount of \$11,899.77
11. Other business
12. Adjourn

Agenda Item No. 3

Board Meeting Minutes from
March 16, 2022

Minutes of the Meeting
of the Intercounty Drainage Board for the
Red Run Drain

March 16, 2022

A meeting of the Drainage Board for the Red Run Intercounty Drain was held at the office of the Oakland County Water Resources Commissioner, Public Works Building, Building 95 West, Waterford, Michigan and via Microsoft Teams on March 16, 2022.

Present:

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

Also Present: Representing the office of the Macomb County Public Works Commissioner: Norb Franz and Jeff Bednar. Representing the office of the Oakland County Water Resources Commissioner: Steve Korth, George Nichols, Meg Koss, and Stephanie Lajdziak. Others in attendance: Jamie Burton and Nancy Kolinski (Hubbell, Roth & Clark)

1. Call meeting to order.
Chairperson Gregg called the meeting to order at 9:32 a.m.
2. Agenda.
Motion by Vaara, supported by Baker, to approve the March 16, 2022, agenda as presented.

Adopted: YEAS – 3
NAYS – 0
3. Minutes.
Motion by Vaara, supported by Baker, to approve the minutes of the January 19, 2022, meeting.

Adopted: YEAS – 3
NAYS – 0
4. Public Comment.
None.
5. Freedom Hill – Phase 1 update.
Ms. Kolinski provided an update on Phase 1 of the Freedom Hill project and the status of construction. She advised the project is on schedule and the restoration is expected to be completed by the end of the week. She gave a summary of the current work in progress and provided photos (attached). Ms. Vaara expressed the need of safety signage for members of

the public that may use the area for recreational use. Mr. Bednar advised that signage, like that at the Main Branch, can be provided upon project completion. It was moved by Baker, supported by Vaara, to receive and file the Freedom Hill – Phase 1 update as presented.

Adopted: YEAS – 3
NAYS – 0

George Nichols presented a memorandum regarding a proposal for construction observation services from Hubbell, Roth, and Clark, Inc. requesting the Board to accept the proposal for these as-needed services. It was moved by Vaara, supported by Baker, to approve the construction observation services proposal as presented and authorize the Secretary to sign the proposal.

Adopted: YEAS – 3
NAYS – 0

6. Clean Water State Revolving Fund Discussion

Mr. Burton presented a list of projects that may qualify for the Non-Point Source Clean Water State Revolving Fund, which included projects within the Drainage District. Mr. Korth advised that the recommendation of staff is to postpone the proposal until November 2022. It was moved by Vaara, supported by Baker, to receive and file the memorandum and postpone the submittal of project plans until November 2022.

Adopted: YEAS – 3
NAYS – 0

7. Ratification of Consumers Energy Temporary License Agreement

Mr. Nichols presented the temporary license between Consumers Energy and the Drainage District which permits the staging of non-hazardous materials and parking related to drain enhancement. It was moved by Vaara, supported by Baker, to ratify the Consumers Energy temporary license and approve the one-time payment of \$800.

Adopted: YEAS – 3
NAYS – 0

8. Six Rivers Land Conservancy Property Access Agreement for Treatment of Invasive Species

Mr. Nichols presented the Property Access Agreement for Treatment of Invasive Species, which includes a certificate of insurance. He advised the previous agreement expired in December of 2021. Vaara advised the other Board members that she would abstain from voting on this agreement due to her involvement with Six Rivers Land Conservancy. It was moved by Baker, supported by Gregg, to approve the Six Rivers Land Conservancy Property Access Agreement for Treatment of Invasive Species as presented and authorize the Secretary to sign the agreement.

Adopted: YEAS – 2
NAYS – 0
ABSTENTIONS -1

9. Trial Balance.

Mr. Nichols presented the Trial Balance report dated March 6, 2022 (as attached) indicating a balance of \$ 2,487,276.80. It was moved by Vaara, supported by Baker, to receive and file the updated Trial Balance as provided.

Adopted: YEAS – 3
NAYS – 0

10. Other Business.

George Nichols presented potential dates for the Annual Drain Inspection Walkthrough; May 6, 2022, was agreed upon with a back-up date of May 12, 2022.

11. Adjourn.

Motion by Baker, supported by Vaara, to adjourn the March 16, 2022, meeting at 10:37 a.m.

Adopted: YEAS – 3
NAYS – 0

Next Regular Meeting: *Office of the Oakland County Water Resources Commissioner, One Public Works Drive, Building 95 West, Waterford, Michigan* and electronically at 9:30 a.m., Eastern Standard Time on April 20, 2022.



Anne Vaara, Acting Secretary
Red Run Intercounty Drain Drainage Board

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of the minutes of the Red Run Intercounty Drain Drainage Board, at a meeting held on the 16th day of March, 2022 and that the meeting was conducted and public notice was given in compliance with the Open Meetings Act being Act 267, Public Acts of Michigan, 1976, as may be amended from time to time and that the minutes were kept and will be or have been made available to the public as required by the Act.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this 16th day of March 2022.



Anne Vaara, Acting Secretary
Red Run Intercounty Drain Drainage Board

March 16, 2022

Agenda Item No. 4

Public Comment

Agenda Item No. 5

Red Run Freedom Hill

Account of Project Standing

APS #: 16

Time Period: March 01, 2022 thru March 31, 2022

Prepared By: Nancy Kolinski

Date Issued: April 07, 2022

Project Task Summary:

Task 1 – Data Collection, Survey and Field Assessment – Complete

Task 2 – Soil Boring Analysis – Complete

Task 3 – Preliminary Plan Design – Complete

Task 4 - Final Design and Bid Documents – Complete

Task 5 – Project Coordination – Ongoing

- Construction ongoing

Construction Update:

- Biweekly onsite progress meetings occurring
- J-Hooks installed and Stone Toe complete.
- Sediment removal on east section complete
- Stand pipe #1 and outlet installed
- Bank grading ongoing
- No issues at this time (unforeseen circumstances leading to work orders/change orders, authorized extras, delays, etc.).
- First payment application submitted.
- Resident notifications distributed

Focus of Efforts in Next Period:

- Culvert installations
- Trail construction
- Restoration and native plantings to begin

Critical Decisions Made:

- N/A

Outstanding Critical Questions:

- N/A

Client Assistance Needed:

- N/A

Schedule Concerns

- None at this time

Scope and/or Budget Concerns:

- N/A

Account of Project Standing

Red Run Drain Freedom Hill Supplemental Services

Project Task Summary:

Task 1 – Permitting- In Progress

- Submitted USACE Section 408 Certification – Submittal deemed complete, and the full review underway begin. Full approval unknown. USACE behind on their review.

Task 2 – Drainage District Assistance- In Progress

Task 3 – Monitoring Assistance- In Progress

Task 4– Grant Reporting- In Progress

- No work for this period

Task 5 – Meetings- No work requested under this task

Task 6 – USACE Phase 2 Coordination- No work requested under this task. USACE selected American Engineers. OCWRC scheduling a project kick off meeting

Task 7 – Project Signage- No work requested under this task

Miscellaneous:

- GWK Outfall project: Design continues. Submitted to EGLE for permits. Sediment sampling results are needed before EGLE deems the submittal administratively complete. Report anticipated early May.

Critical Decisions Made:

- N/A

Outstanding Critical Questions:

- Agreements

Client Assistance Needed:

- Agreements

Schedule Concerns

- N/A

Scope and/or Budget Concerns:

- N/A



Get to know...

The Sterling Relief & Red Run Drain Habitat Restoration and Trail Connector Project

Trails and greenways provide countless benefits to communities. They create space for healthy activities like walking, running and biking, boost local economies, connect residents and visitors to larger transportation corridors and preserve important natural habitats. For these reasons, municipalities across the country have invested time and resources into the construction and maintenance of recreational assets

Here in Macomb County, we've partnered with a number of local communities and organizations to do the same. Our goal - To increase quality of life for residents and visitors while restoring and protecting our natural resources. This fact sheet will introduce you to one recent initiative: The Sterling Relief & Red Run Drain Confluence Habitat Restoration and Trail Connector Project.

Questions? Email planning@macombgov.org or call (586) 469-5285. Visit macombgov.org for additional information on local parks and natural resources.

Project brought to you by



The Sterling Relief & Red Run Drain Habitat Restoration and Trail Connector

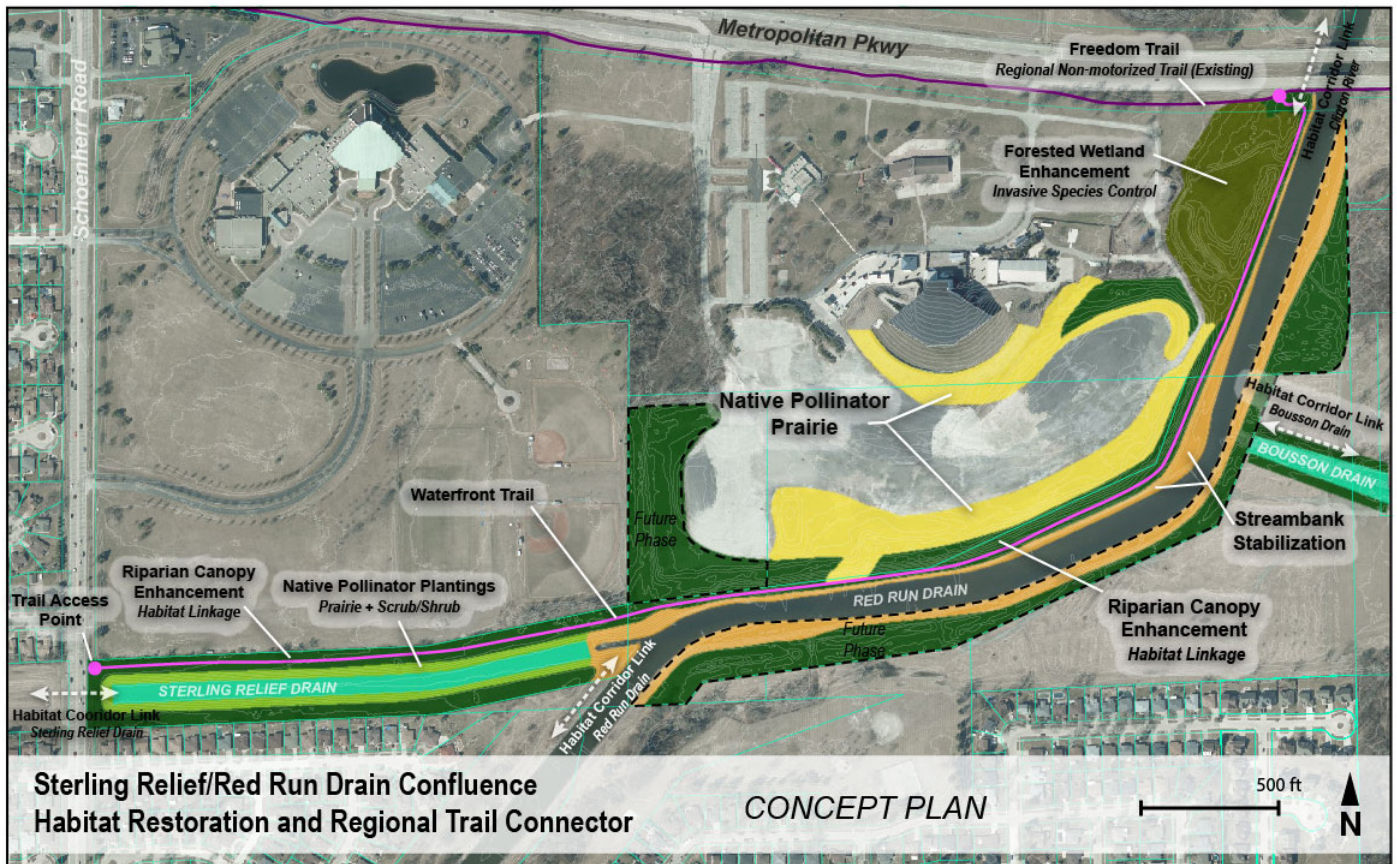
Project Facts:

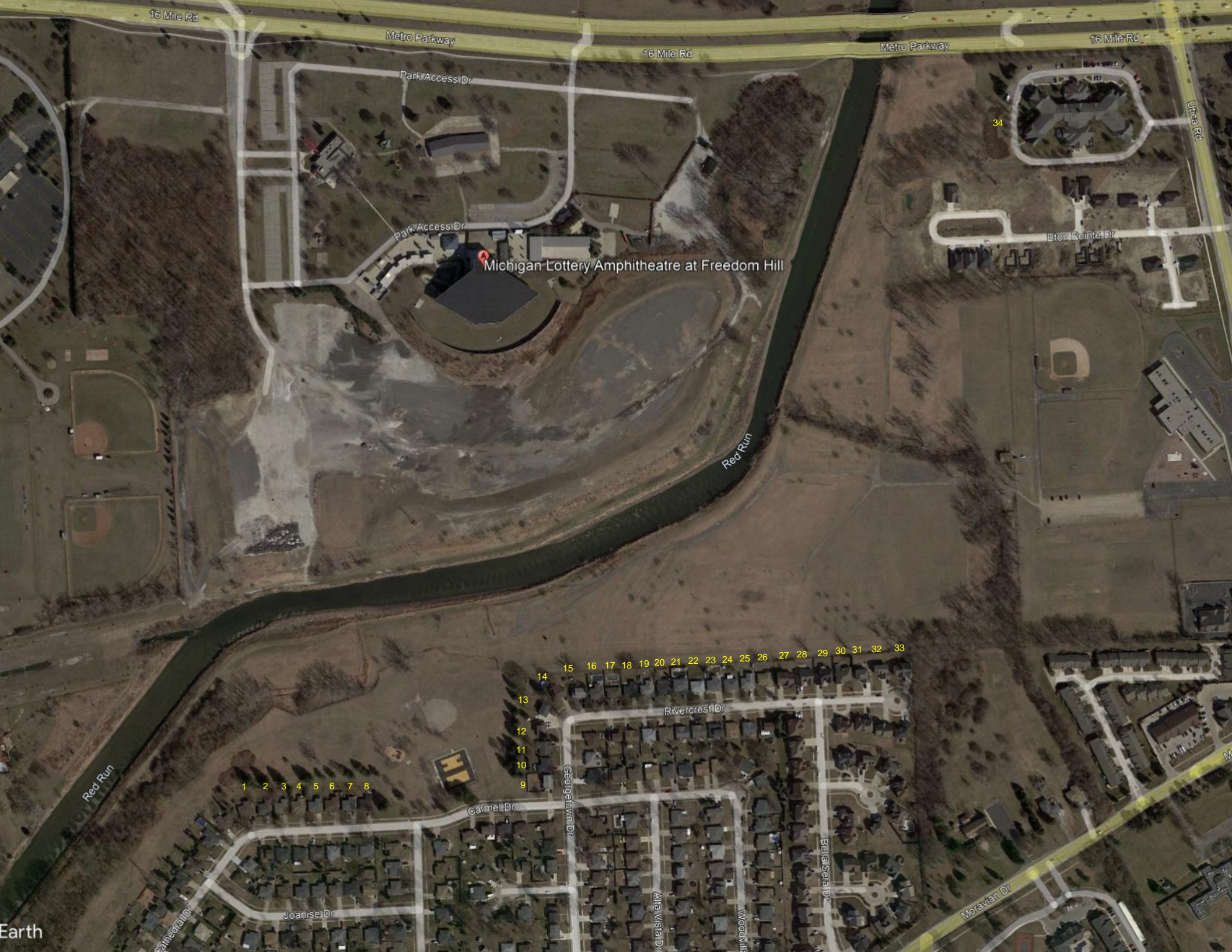
- The Sterling Relief and Red Run Drain project will enhance, restore and connect more than 30 acres of diverse habitat behind Freedom Hill County Park in Sterling Heights, while improving public access to natural areas with a one-mile waterfront trail.
- When complete, the greenway will connect the Freedom Trail, which runs parallel to 16 Mile Road, with the statewide Iron Belle Trail to the west and Lake St. Clair to the east. Fencing at trail entrances will prevent motor vehicle access, ensuring a safe and secure environment for individuals of all ages.
- In addition to recreational benefits, the project will have a positive environmental impact by connecting wildlife corridors, controlling invasive species and increasing native trees and plants.
- It will also cut stormwater runoff by 200,000 gallons per year, improve water quality and reduce erosion. This is especially important as the project area is located next to Freedom Hill County Park, which is the site of a former landfill, and preventing pollutants from entering the Red Run, Clinton River and Lake St. Clair is a top priority for the region.



- The project is 100 percent paid for with grant funding and obligated non-motorized transportation money. No local or county tax dollars are being used.
- Construction on the trail is expected to be complete in Fall 2022. Planting throughout the project area is ongoing.
- Maintenance and public safety will be provided by Sterling Heights and Macomb County.

Questions? Email planning@macombgov.org or call (586) 469-5285. Visit macombgov.org for additional information on local parks and natural resources.





16 Mile Rd

Metro Parkway

16 Mile Rd

Metro Parkway

16 Mile Rd

Park Access Dr

Park Access Dr

Michigan Lottery Amphitheatre at Freedom Hill

34

Eton Pointe Dr

Urea Rd

Rec Run

Rec Run

1 2 3 4 5 6 7 8

9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33

Rivercrest Dr

Carmel Dr

George Town Dr

Alta Vista Dr

Woodmill

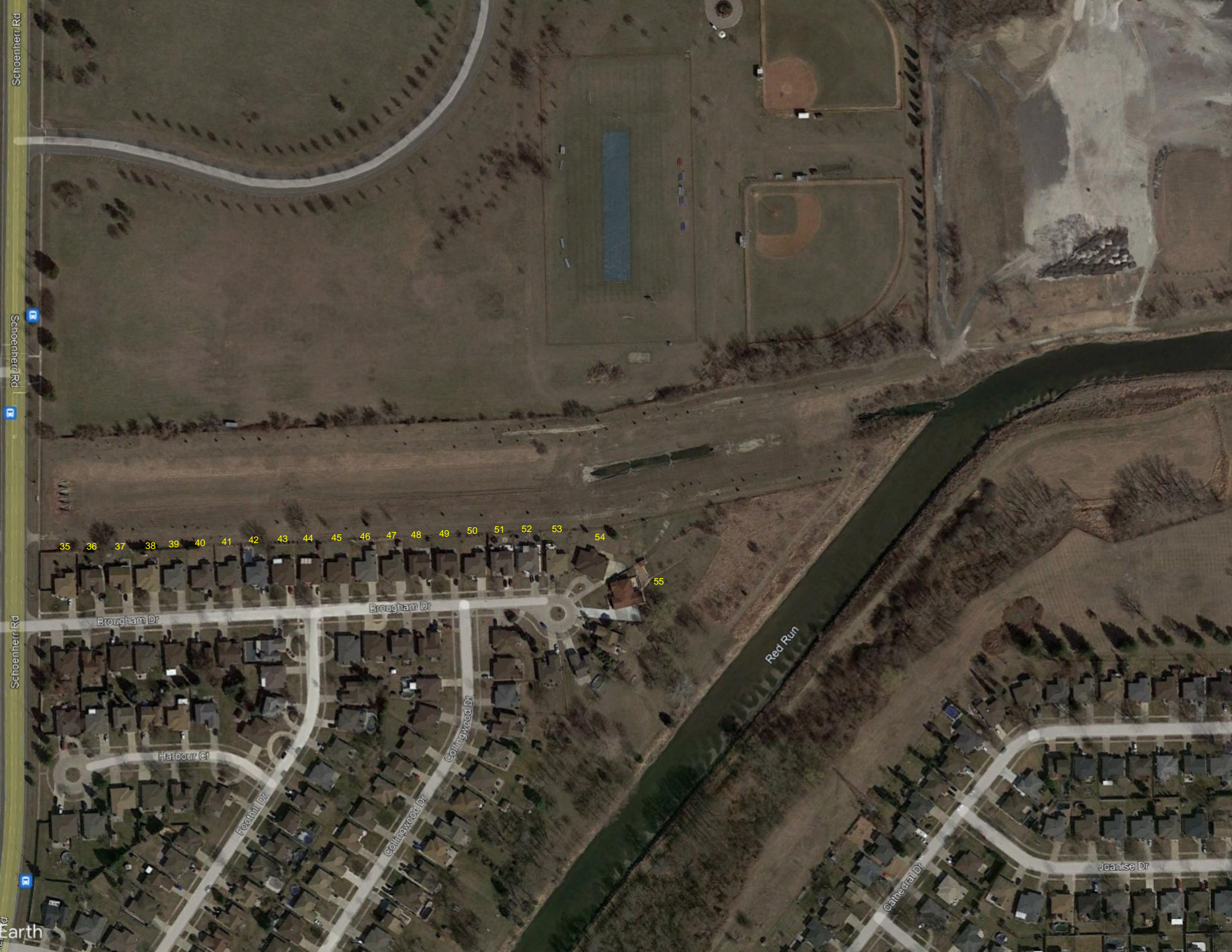
Bella Sera Dr

Moravian Dr

Joanise Dr

Cathedral Dr

Earth



Schoenherr Rd

Schoenherr Rd

Schoenherr Rd

earth

35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54

55

Brougham Dr

Brougham Dr

Harbour Ct

Featill Dr

Collingwood Dr

Collingwood Dr

Red Run

Joannise Dr

Joannise Dr

Agenda Item No. 6

Red Run Phase 1
Construction Observation Services



Candice S. Miller

Public Works Commissioner
Macomb County

April 8, 2022

Red Run Intercounty Drain Drainage Board
c/o George Nichols, PE
Engineer III
Oakland County Water Resources Commissioner
One Public Works Drive, Building #95W
Waterford Twp., MI 48328

Re: Red Run Restoration Phase 1 Construction Observation Services

George,

The Macomb County Public Works office (MCPWO) is pleased to provide onsite construction observation services for the above referenced project. MCPWO will provide full time observation for the installation of the J-Hooks, stone toes, storm sewer, bank grading, trail construction, concrete placement, and HMA placement and part time observation of the installation of the plantings and restoration.

Our Macomb County Crew Day Inspection Fee for an 8 Hour Crew Day is \$ 570.00.

At this time, L&J Construction is estimating a construction schedule that will require 5 months of full time construction observation and 3 months of part time construction observation for the Red Run Restoration project. Therefore Macomb County is estimating a total cost of \$59,000.00 for construction observation services over the duration of the project.

Please let me know if you have any questions or concerns.

Sincerely,

Jeffrey H. Bednar, PE, CFM

Agenda Item No. 7

Request to Retain Legal Counsel with
Zausmer P.C.

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

TO: Michael Gregg, Chairperson
Red Run Intercounty Drain Drainage Board

FROM: Sara Rubino, WRC Attorney

SUBJECT: Legal Update and Request to Retain Legal Counsel

DATE: April 20, 2022

Legal Update

The Oakland County Water Resources Commissioner (WRC) was recently contacted by GTR Companies, LLC (GTR), the owner of certain real property located at 7001 Chicago Road in Warren that abuts to the Red Run Intercounty Drain (Drain). The property includes a building, as well as a parking lot that encroaches on an easement held by the Red Run Intercounty Drain Drainage District (the Drainage District). See attached map. Based on the background information detailed below, GTR believes that the Drainage District is the legal owner, opposed to an easement holder, over the encroached portion of the parking lot and has requested a quit claim deed from the Drainage District transferring the property to GTR. For the reasons detailed further below, there is a legal question as to the true ownership of the property which must be resolved before the Drainage District responds to the request of GTR.

Background Information

Six years ago, GTR purchased the property located at 7001 Chicago Road in Warren that includes a building and parking lot that was originally constructed in 1971. GTR recently made a zoning request to the City of Warren and, in response, was asked to provide proof of an easement for the portion of the parking lot encroaching on the Drainage District's easement. GTR does not have the same and originally requested a 30' wide easement from the Drainage District. However, according to the records and documents of the Drainage District, it is unable to grant the same because it is not the legal owner. As an easement holder, the Drainage Districts lacks express authority to transfer or assign its assessment to GTR. GTR was directed by the WRC to contact the property owner regarding the requested easement.

GTR's legal counsel conducted a title search and alleges that the Drainage District is the property owner and relies, in pertinent part, on a 1952 document titled "Easement Deed" wherein the owner of the property, Minnie Kettle, granted a "perpetual and assignable easement and right of way" to the United States under the Flood Control Act for improvement of the Red Run Channel by the United States Army Corps of Engineers. The United States subsequently transferred its interest in the property, which consisted of an easement and right of way, to the Drainage District in 1955 via a document titled "Quick Claim Deed". The conveyance documents appear to be a misnomer because an easement and right of way, not a fee title, was the interest originally acquired from Minnie Kettle by the United States in 1952.

This issue is further complicated by the fact that, in 1981, the Drainage District conveyed a strip of property north of the Drain (and GTR's property) to Denton Enterprises in connection with the development of a new subdivision. The northerly strip was conveyed to Denton Enterprises via a quick claim deed and then, in a subsequent document, Denton Enterprises granted the Drainage District a right of way to construct, operate, and maintain the Drain. Again, the conveyance document is misleading because it appears to be a fee conveyance when it was essentially a release of easement.

Notwithstanding the apparent errors in the conveyance to Denton Enterprises, GTR's legal counsel has requested that the Drainage District enter into the same transaction with GTR. Specifically, GTR requests that the Drainage District provide a quit claim deed from the southerly line of the Denton Enterprises plat to the to the northerly line of GTR's property, and then GTR would provide an easement back to the Drainage District. This request is problematic for several reasons, primarily, because the Drainage District may not be the fee owner of the property. Accordingly, the Drainage District would not have legal authority to execute a quit claim deed to transfer the property to GTR and, if such a document was executed, it would not provide GTR the legal title required for it to convey an easement back to the Drainage District (as needed to continue the operation of and maintenance of the Drain). A secondary concern is that neighboring property owners would make similar requests of the Drainage District and a dangerous precedent of conveying property without proper legal title would be established.

The WRC has recently awarded a contract for legal services to the law firm, Zausmer, P.C. (located Farmington Hills), which has significant experience with municipal law, including, but not limited to, public utility easement rights and property title disputes, as well as competitive pricing. The WRC had a preliminary discussion regarding this matter with attorneys Devin Sullivan and Mischa Boardman and believes that the firm is well suited to assist with determining the legal rights originally acquired by the Drainage District, in addition to addressing any issues with the conveyance to Denton Enterprises and the potential conveyance to GTR. Zausmer, P.C. has provided the attached proposed engagement letter for your consideration. The highest hourly rate is \$275, for shareholders, and associates are billed at an hourly rate of \$235. No retainer or deposit is requested.

Requested Action:

Approve and execute the attached engagement letter with Zausmer. P.C. to retain the firm to:

- 1) Review and ascertain the legal rights acquired by the Drainage District in the subject property through the original conveyance documents.
- 2) Amend or correct deficiencies, if any, related to the 1982 conveyance to Denton Enterprises.
- 3) Provide a legal opinion regarding the request for a quit claim deed from GTR, as well as any other future requests from similarly situated neighboring properties.



ZAUSMER, P.C.
32255 Northwestern Highway, Suite 225
Farmington Hills, MI 48334-1574
(248) 851-4111 · Fax (248) 851-0100

MARK J. ZAUSMER
Managing Shareholder
mzausmer@zausmer.com

March 16, 2022

Oakland County Water Resources Commissioner
One Public Works Drive, Bldg. 95W
Waterford, MI 48328-1907

Re: *General Legal Counsel Representation for Red Run Intercounty Drain Drainage Board*

Dear Ms. Rubino:

We are pleased that the Red Run Intercounty Drain Drainage Board, through the Oakland County Water Resources Commissioner, (the “Client”) has selected Zausmer, P.C. (the “Firm”) to provide legal services as assigned by the Client’s in-house counsel.

This letter will memorialize the terms and conditions under which we will act as the Client’s attorneys, and defines several aspects of our relationship so that the Client and the Firm will have a clear understanding of that relationship and the scope of the Firm’s representation.

1. Services to be Provided by the Firm.

The Firm shall represent the Client with respect to any of the Client’s activities as requested, and shall provide such legal services as requested by the Client.

2. Fees for Services Performed.

As compensation for the services to be performed by the Firm, we shall be paid a reasonable fee. This fee will be determined by multiplying the number of hours spent working on the matter by the billing rates of the lawyers and paralegals performing the services. The Firm anticipates the following Shareholders to be assigned to work on the Client’s matters: Mark Zausmer, Mischa Boardman, Devin Sullivan, Michael Caldwell, Matthew McNaughton, and Cinnamon Plonka. The Firm anticipates assigning the following Associates to work on these matters: Breanne Patton, Richard Patton, Nathan Scherbarth, and Amanda Waske. The Firm anticipates assigning the following Paralegals to work on these matters: Holly Johnson and Jaclyn Ludke.

The Firm has agreed to charge the Client a rate of \$275 per hour for work performed by Shareholders; \$235 per hour for Associates, and \$110 per hour for Paralegals. Our time is charged in increments of one-tenth (1/10) of an hour (i.e., 6-minute units). It is understood and agreed that all legal fees and disbursements shall be paid by the Client.

Although from time-to-time we may, at the Client's request, furnish estimates of the amount of fees which we anticipate will be charged with respect to services to be performed under this engagement agreement, such estimates are by their nature inexact and cannot be binding. Therefore, absent a specific agreement, any such fee estimates made by us are for planning purposes only and are in all respects subordinate to our regular billing process as described above.

3. Disbursements.

In addition to the fees described above, the Firm shall be reimbursed by the Client for all disbursements incurred by us in connection with legal services performed under this agreement. Included within this category are arbitration/mediation fees, photocopying charges at \$.10 a copy for black and white and \$.50 for color, fax charges, filing fees, court and deposition reporter fees, travel expenses, courier fees, word processing charges, and long distance or conference call charges, among other things. To the extent that expert testimony will be needed with respect to this retention, and if we retain experts with your permission, you will agree to be responsible for making all payments directly to any experts. From time-to-time, we may require that the Client make an advance payment for a cost item.

4. Manner of Billing and Payment.

It may be helpful to describe how our internal billing process works so that you will know how the billing data is generated and how the amount of each statement is determined.

Each client is assigned a client designator, and, where appropriate, each matter for that client is assigned a separate case code. Each professional in the office records his or her time by client and case code number in a billing software program. In addition, disbursements made by the Firm on your behalf are also recorded. After this data (professional time and disbursements) is inputted, a pro forma statement is produced. The pro forma statement reflects, among other things, the services performed as well as the costs and disbursements incurred. The Shareholder in charge of each matter then reviews the pro forma statement and, after applying the factors described above, determines the amount to be charged for the services rendered and the costs and disbursements incurred during the relevant billing period. A final statement for that billing period is then prepared, showing all of the services performed, the professional who performed each task, and the nature and total amount of costs and disbursements.

As you know, a part of the cost of doing business is the cost of funds. We will tender statements for our professional services and related costs and disbursements at such intervals as we deem appropriate, usually monthly. We expect that our statements will be paid forthwith and, in any event, each statement should be paid in full within 30 days after its receipt, unless, of course, other arrangements have been made with the Client in advance. After 30 days, interest will accrue at .5% per month (6% per annum), compounded annually. Assessment of interest does not constitute a waiver of the obligation to pay on a timely basis.



Re: Red Run Intercounty Drain Drainage Board Retainer Agreement

March 16, 2022

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5. Retainer.

The Firm is not requiring that a retainer be put on deposit.

6. Responsibilities of the Client.

It is the Client's responsibility to cooperate fully with us in our work by, among other things, providing us with all requested information and being reasonably available for consultation and interviews. It is also Client's obligation to pay our invoices in a timely manner.

7. Termination of Services.

The Client shall have the right at any time to terminate the Firm's services upon written notice to us, and the Firm shall, immediately after receiving such notice, cease to render additional services. Should the Client elect to exercise such right, the Firm shall cooperate in facilitating the orderly transfer of the Client's files and records to the Client or to its new attorneys. Such termination shall not, however, relieve the Client of the obligation to pay the fees due for all services rendered and disbursements incurred, including those arising in connection with any transfer of files to them or to other counsel.

If the Client fails to meet its obligations hereunder, the Firm shall have the right, in its sole discretion and without any further authorization by the Client, to declare this engagement agreement at an end and to decline to represent the Client further in connection with any matter or matters in which the Firm is engaged by or on behalf of the Client. Should the Firm elect to exercise that right, the Client shall cooperate fully and promptly in freeing us of any obligation to perform further, including the execution and delivery of a substitution of attorney in any court, arbitration, or administrative proceeding. This right is in addition to those rights created by statute or recognized by the rules of professional conduct which govern lawyers.

8. Retention and Destruction of Records.

Upon completion of the Firm's representation of the Client in the above-referenced matter, the Client shall be entitled to review the contents of the Firm's file regarding its representation of the Client without charge. Client shall be entitled to request the return of all original documents and things that the Client had a pre-existing proprietary right in or has intrinsic value to the Client ("Client's Property"). The Firm may retain a copy of any Client's Property returned. There shall be no cost to the Client for the return of Client's Property if the request is made within sixty (60) days of the conclusion of the Firm's representation of the Client. The Client shall be entitled to copies of all other documents related to the Firm's representation of the Client in the file (not including internal documents of the Firm or any of the Firm's lawyers which may be included in the file) at the Client's expense with copies made at the Firm's standard rate for copies and delivery costs if such request is made within sixty (60) days of the conclusion of the Firm's representation of the Client.

If the Client does not request the return of Client's Property or other file documents within sixty (60) days of the conclusion of the Firm's representation of the Client, the Client and Firm agree that the Firm shall have the right in its sole discretion to either destroy at any time or retain the Client's Property



Re: Red Run Intercounty Drain Drainage Board Retainer Agreement
March 16, 2022
Page 4

and file documents for a reasonable period of time. If the Client requests to inspect Client's Property or other file documents after sixty (60) days, and Client's Property or other file documents have not yet been destroyed by the Firm, the Client shall have to bear all costs for retrieving and returning the requested material to and from storage as well as duplication costs.

At the conclusion of the Firm's representation of the Client, the Firm may send a reminder to the Client regarding this agreement for record retention and destruction. However, failure by the Firm to remind the Client of the terms of this agreement in no way waives or modifies any of the Firm's rights under this agreement to destroy Client's Property or other file materials.

Please review the foregoing and if you find it to be in order, please indicate agreement of the Client by signing the enclosed original of this letter and returning it to me.

Throughout our relationship we want you to be satisfied with our fees, as well as with the professional services which we perform on your behalf. Accordingly, I invite and encourage your prompt inquiry if you ever have any question concerning either our services or our fees.

Very truly yours,

ZAUSMER, P.C.

Mischa M. Boardman

Each and all of the foregoing are fully accepted and agreed to.

Red Run Intercounty Drain Drainage Board

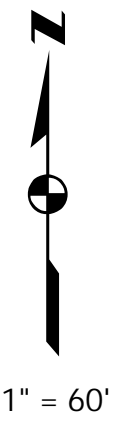
Dated: _____

By: _____

Its:



WB016
Quarter Section - SE
SECTION 4



DISCLAIMER:
The information displayed in this map is compiled from recorded deeds, plats, tax maps, surveys and other public records. Although this information is intended to accurately reflect public information, it is not a legally recorded map or survey and is not intended to be used as one. Users should consult primary/original information sources where appropriate.

WO 78793 7001 Chicago Road Red Run Drain
CITY OF WARREN
Macomb County, Michigan

One Public Works Drive
Building 95 West
Waterford, Michigan
48328-1907



Agenda Item No. 8

Construction Estimate

**Jim Nash, Oakland County Water Resources Commissioner
County Agency for the County of Oakland
Red Run Drain Restoration - Phase I
Sterling Heights, Macomb County, Michigan**

Regular Construction Estimate No. 1

2/22/2022 to 3/25/2022

Department No.:
Fund No.:
Project No.:

Account No.:
Program No.:
Activity:

Contractor:

L.J. Construction, Inc.
5863 S. Kingston Road
Clifford, MI 48727

Contract No.: N/A
Date of Contract: February 22, 2022
Completion Date: December 22, 2022
Extended to: N/A

Original Contract Amount:	\$1,337,163.00
Previous Change Orders: Numbers: N/A	\$0.00
Change Orders This Estimate: Numbers: N/A	\$0.00
Total Net Change Orders:	\$0.00
Adjusted Contract Amount:	\$1,337,163.00

Sub-Total To Date: (Sheet 3 of 3 Column 7)	\$692,560.00
Less Deductions: (Sheet 3 of 3 Column 7)	\$0.00
Gross Estimate: (Work in Place) 51.79%	\$692,560.00
Less Amount Reserved: (10% of 1/2 Adjusted Contract Amount)	\$66,858.15
Total Amount Allowed To Date:	\$625,701.85
Less Previous Estimates:	\$0.00
Net Payment Request To Be Paid To Contractor:	\$625,701.85
Reserve Payment to Contractor	\$0.00
Balance of Contract To Date	\$ 644,603.00
Accounting Auditor:	
Amount To Be Reserved (From Above)	\$66,858.15
Less Previous Transfers To Reserve:	\$0.00
Amount of Current Transfer:	\$66,858.15

Prepared by: Brent H. Tarpinian	<small>Digitally signed by Brent H. Tarpinian DN: c=US, e=btrarpinian@trcengr.com, o=Hubbell, Roth & Clark, Inc., ou=Environmental Engineering Department, cn=Brent H. Tarpinian Reason: I am approving this document Date: 2022.04.07 09:30:43-04'00'</small>	Date: <u>4/7/2022</u>
Brent Tarpinian - Project Manager, Hubbell, Roth & Clark, Inc.		
Accepted by: Brian M Umphrey	Brian M Umphrey Apr 7 2022 9:54 AM	Date: <u>4/7/2022</u>
Brian Umphrey - Controller, L.J. Construction, Inc.		
Approved by: 		Date: <u>4/7/2022</u>
Jeffrey Bednar, P.E. - Engineer, Macomb County Public Works Office		
Approved For Payment: George P. Nichols		Date: <u>4/7/2022</u>
George Nichols, P.E. - Engineer, Oakland County Water Resources Commissioner		

Regular Construction Estimate No. 1

Agenda Item No. 9

Present Trial Balance

Run By: 27706

Run: 04/13/2022 at 08:41 AM

Scope: 82902 Red Run Federal Drain Ch21

YTD Trial Balance
Fund: 82902 Red Run Federal Drain Ch21
As of Fiscal Period: Month 7, 2022

ACCOUNT		Fiscal Year BEG BAL	Current FY Net Activity	ENDING BAL
100100	Cash - Operating	22,903.13	2,484,381.87	2,507,285.00
104100	Accrued Interest on Investment	4,678.07	187.76	4,865.83
126105	Due from Municipalities-AR Con	60,000.00	(60,000.00)	0.00
201210	Vouchers Payable AP Cont	(60,229.86)	60,229.86	0.00
211100	Due to Primary Government	0.00	(12,699.77)	(12,699.77)
228100	Deposits	(26,244.40)	0.00	(26,244.40)
230852	Accounts Payable	(89,347.55)	89,347.55	0.00
	Revenues	0.00	(2,652,344.66)	(2,652,344.66)
	Expenditures	0.00	90,897.39	90,897.39
	Special Items- Uses	0.00	0.00	0.00
381350	FB Restricted Programs	88,240.61	0.00	88,240.61
		0.00	(0.00)	(0.00)

Cash	\$	2,507,285.00
Permit Deposit Held		(26,244.40)
Vouchers Payable AP		0.00
Due to Primary Government-DRF Reimbursement		(12,699.77)
Total Cash Available	\$	<u>2,468,340.83</u>

Agenda Item No. 10

Invoices

MEMO TO: Mr. Jim Nash, Chairman
of the Intercounty Drainage Board for the RED RUN FEDERAL DRAIN

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

DATE: April 20, 2022

SUBJECT: Request for Approval of Invoices

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	Hubbell, Roth, & Clark Inc	Inv # 0194758 - Contracted Services - 02/19/22 - Proj # 1-3356	\$ 11,899.77
			Project # 1-3356 Total	\$ 11,899.77

Agenda Item No. 10

Other Business

Agenda Item No. 12

Adjourn