

NOTICE OF MEETINGS
DRAINAGE BOARD FOR THE FOLLOWING DRAINS:

1. George W. Kuhn Drain
2. Evergreen-Farmington Sanitary Drain
3. Caddell Drain
4. Acacia Park CSO Drain
5. Birmingham CSO Drain
6. Bloomfield Village CSO Drain
7. Joseph Jones Drain
8. Huron Rouge Sanitary Drain
9. Halfpenny Drain
10. Hugh Dohany Drain
11. Lanni Drain
12. McDonald Drain
13. Olson Drain
14. Mainland Drain
15. Augusta Drain
16. Crake Drain
17. David L. Moffitt Drain
18. Holland Drain
19. Ireland Drain
20. Joachim Relief Drain
21. Kasper Drain
22. Leuders Drain
23. Luz Relief Drains
24. Pontiac Clinton River No. 1 Drain
25. Pontiac Clinton River No. 3 Drain
26. Robert Huber Drain
27. Rufe Collier Drain
28. Clinton River Water Resource Recovery Facility

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 P.M., ON **TUESDAY, JULY 28, 2026**, TO CONDUCT NECESSARY AND APPROPRIATE BUSINESS OF THE DRAINAGE BOARDS. THOSE WHO 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 MEL TODD AT TODDM@OAKGOV.COM. PERSONS WITH DISABILITIES WHO NEED ASSISTANCE PARTICIPATING IN THE MEETING SHOULD CONTACT MEL TODD AT TODDM@OAKGOV.COM.

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

Posted by: July 21, 2026

Microsoft Teams [Need help?](#)

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Meeting ID: 213 083 030 527 12

Passcode: Vm3LS2Z7

Dial in by phone

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Phone conference ID: 324 383 762#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)



Chapter 20 Drainage Board Meeting
Regular Meeting – Tuesday, July 28, 2026

1. George W. Kuhn Drain

AGENDA

DRAINAGE BOARD FOR THE GEORGE W. KUHN DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of June 23, 2026
4. Public Comments
5. Present the George W. Kuhn Drain Drainage District – Operational Insurance Renewal Proposal – Effective August 1st, 2026
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 \$169,449.61
7. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund in the amount of \$57,713.79
8. Other business
9. Approve pro rata payment to Drainage Board members
10. Adjourn

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

June 23, 2026

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 p.m. on the 23rd day of June 2026.

The meeting was called to order by Chairperson Jim Nash.

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

Markham moved, seconded by Woodward, to approve the June 23, 2026, agenda as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Minutes of the meeting held May 26, 2026, were presented for consideration. Markham moved, seconded by Woodward, to approve the minutes as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

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

Markham moved, seconded by Woodward, to approve payment of invoices and/or reimbursement of the Drain Revolving Fund from the maintenance fund in the amount of \$677,490.56 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Markham moved, seconded by Woodward, to approve payment of invoices and/or reimbursement of the Drain Revolving Fund from the construction fund in the amount of \$85,524.07 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

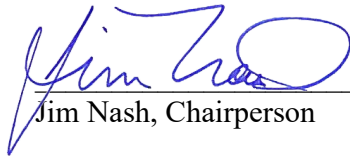
Nash moved, seconded by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Markham and Woodward.

MOTION CARRIED: Yeas – 3, Nays – 0

There being no further business, the meeting was adjourned.

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 23rd day of June 2026, 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 George W. Kuhn Drain Drainage District.



Jim Nash, Chairperson

Dated: June 23, 2026



Proposal of Insurance for:

George W. Kuhn Drain Drainage District

One Public Works Drive, Bldg. 95 W
Waterford, MI 48328

Presentation Date: July 28th, 2026

Arthur J Gallagher Risk Management Services, LLC
A/JG License Nos. IL 100292093 / CA 0D69293



Gallagher

Insurance | Risk Management | Consulting

Claims

Claims will be reported to the company within two working days of receipt, and acknowledgment of receipt will be sent to you. We will follow up with the carrier within ten working days after receipt of a claim. Monthly claim reports will be provided if requested.

Loss Control

We will coordinate all loss control activities between you and the carrier. We recommend that service be provided on a quarterly basis.

Named Insured Schedule

Named Insured

George W. Kuhn Drain Drainage District
Oakland County Water Resource Commissioner

Note: Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.

Location Schedule

Location

29132-29142 Stephenson Hwy, Madison Heights, MI 48071
20450 Conant, Detroit, MI 48234
31353 Dequindre, Madison Heights, MI 48071
127 Miles of Pipe (Various Locations)

Premium Summary

The estimated program cost for the options are outlined in the following table:

<i>Line of Coverage</i>		<i>Expiring</i>	<i>Proposed</i>
		Liberty Mutual Fire Insurance Company	Liberty Mutual Fire Insurance Company
General Liability	Premium	\$45,094.00	\$46,604.00
	Estimated Cost*	\$45,094.00	\$46,604.00
	Change (\$)		\$1,510
	Change (%)		3.3%
		Liberty Mutual Fire Insurance Company	Liberty Mutual Fire Insurance Company
Public Officials Liability	Premium	\$20,979.00	\$21,608.00
	Estimated Cost*	\$20,979.00	\$21,608.00
	Change (\$)		\$629
	Change (%)		2.9%
		Liberty Insurance Corporation	Liberty Insurance Corporation
\$15M X Primary Umbrella	Premium	\$126,955.00	\$130,600.00
	Estimated Cost*	\$126,955.00	\$130,600.00
	Change (\$)		\$3,645
	Change (%)		2.8%
		Westchester Surplus Lines Insurance Company	Westchester Surplus Lines Insurance Company
\$5M X \$15M Umbrella	Premium	\$65,190.00	\$68,162.50
	Estimated Cost*	\$65,190.00	\$68,162.50
	Change (\$)		\$2,972.50
	Change (%)		4.5%
		ACE American Insurance Company	ACE American Insurance Company
Environmental Liability	Premium	\$67,091.00	\$67,950.00
	Estimated Cost*	\$67,091.00	\$67,950.00
	Change (\$)		\$859
	Change (%)		1.28%
Total Program Cost [1]		\$325,309	\$334,924.50

[1] This renewal, GWK is experiencing a \$9,615.50 or 2.95% increase over the expiring term.

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
General Liability	Liberty Mutual Fire Insurance Company (A XV)	Quoted/Proposed	Admitted
Public Officials Liability	Liberty Mutual Fire Insurance Company (A XV)	Quoted/Proposed	Admitted
Umbrella	Liberty Insurance Corporation	Quoted/Proposed	Admitted
	Westchester Surplus Lines Insurance Company	Quoted/Proposed	Non-Admitted
Environmental Liability	ACE American Insurance Company (A++ XV)	Quoted/Proposed	Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings>.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Full Program Details

General Liability

Carrier Information	Expiring	Proposed
Policy Term	8/1/2025 – 8/1/2026	8/1/2026 - 8/1/2027
Carrier	Liberty Mutual Fire Insurance Company	Liberty Mutual Fire Insurance Company
A.M. Best Rating	A XV	A XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Paid in Full	Paid in Full
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	\$45,094.00	\$46,604.00
TRIA	Included	Included
Minimum Type	Deposit Premium	Deposit Premium
Minimum Amount / Description	\$45,094.00	\$46,604.00
Estimated Cost	\$45,094.00	\$46,604.00

Standard Coverages	Expiring	Proposed
Each Occurrence Limit	\$1,000,000	\$1,000,000
General Aggregate Limit	\$2,000,000	\$2,000,000
Products-Completed Operations Limit	\$2,000,000	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000	\$1,000,000
Damage to Premises Rented to You (or any premises)	\$100,000	\$100,000
Medical Expense Limit (any one person)	\$5,000	\$5,000

Deductibles/SIR	Expiring	Proposed
Self Insured Retention	\$250,000	\$250,000

Defense Limitations	Expiring	Proposed
General Liability	Outside Policy Limit	Outside Policy Limit

Form Type	Expiring	Proposed
Form Type	Occurrence	Occurrence

Endorsements (including but not limited to)
Common Policy Conditions - IL 00 17 11 98
Advertisement Redefined - LC 29 08 10 11
Commercial General Liability Coverage Form - CG 00 01 04 13
Commercial General Liability Enhancement - LC 04 111 11 18
Governmental Subdivisions - CG 24 09 07 98
Medical Payments Coverage - LC 24 54 11 18
Non-Cumulation Of Liability (Same Occurrence) - LC 25 13 08 08
Personal And Advertising Injury - Occurrence Redefined - LC 29 06 08 08

Endorsements (including but not limited to)

Personal And Advertising Injury Redefined - Definition Of Publication - LC 29 04 08 08
Premium Responsibility - LC 99 36 02 13
Public Entity Immunity And Tort Cap Preservation Endorsement - LIL 90 09 05 17
Self-Insured Amount Allocated Loss Adjustment Expense Erodes the Self-Insured Amount - LC 24 49 11 18
Commercial General Liability Declarations - LC 00 04 08 12
Commercial General Liability Declarations Occurrence Subject To Self-Insured Amount - LC 00 100 11 18
Declarations Extension Schedule - LCS 00 02 05 12
Declarations Extension Schedule - Classification Descriptions - LCS 00 01 05 12
Declarations Extension Schedule - Miscellaneous Charges - LCS 00 03 05 12
Declarations Extension Schedule - Named Insured - LCS 00 04 10 14
Important Information Regarding Cyber Suite Claims Reporting and Response and Risk Control Services and Risk Control Services - CNL 90 17 04 24
Liberty Mutual Group Privacy Notice - SNI 04 01 06 24
Michigan Notice to Policyholders - SNI 21 01 07 10
Policyholder Disclosure Terrorism Risk Insurance Act - SNI 90 02 01 20
U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders - IL P 001 01 04
Annual Meeting Notice - LIL 90 04 06 13
Michigan Changes - CG 01 68 11 20
Michigan Changes-Cancellation And Nonrenewal - IL 02 86 04 17
Cap On Losses From Certified Acts Of Terrorism - CG 21 70 01 15

Exclusions (including but not limited to)

General Liability - War and Nuclear Hazard
General Liability - Mold / Fungus
General Liability - Bodily Injury and Property Damage from pollutants - Absolute Exclusion
General Liability - Losses arising from the ownership maintenance or use of aircraft (including drones), autos, or watercraft, with some minor exceptions including certain contractual obligations
General Liability - Employment Related Practices Exclusion
General Liability - Liquor Liability Exclusion
General Liability - Aircraft Products Exclusion
General Liability - Professional Liability Exclusion
General Liability - Real Property in Your Care, Custody, and Control Exclusion
General Liability - Absolute Asbestos Exclusion
General Liability - Absolute Lead Exclusion
General Liability - Asbestos Exclusion - LC 21 01 06 05
General Liability - Communicable Disease Exclusion - CG 21 32 05 09
General Liability - Discrimination Exclusion - LC 21 04 06 05
General Liability - Electromagnetic Hazard Exclusion - LC 21 208 11 24
General Liability - Employment - Related Practices Exclusion - CG 21 47 12 07
General Liability - Exclusion - Access Or Disclosure of Confidential or Personal Material or Information - CG 21 06 12 23
General Liability - Exclusion - All Dams, Levees or Dikes - LC 22 10 04 18
General Liability - Exclusion - Cyber Incident - CG 40 35 12 23
General Liability - Exclusion - Failure To Supply - CG 22 50 04 13
General Liability - Exclusion - Injury To Volunteer Firefighters - CG 22 56 07 98

Exclusions (including but not limited to)
General Liability - Exclusion - Law Enforcement Activities - CG 22 51 07 98
General Liability - Exclusion - Medical Payments Coverage (Inmates, Patients or Prisoners) - CG 22 52 10 93
General Liability - Exclusion - Riot, Civil Commotion Or Mob Action - Governmental Subdivisions - CG 22 31 07 98
General Liability - Exclusion - Services Furnished By Health Care Providers - CG 22 44 04 13
General Liability - Exclusion - Violation of Law Addressing Data Privacy - CG 00 69 12 23
General Liability - Fungi or Bacteria Exclusion (Legionella Bacterium Excluded) - LC 21 91 09 12
General Liability - Lead Exclusion - LC 21 06 06 07
General Liability - MTBE Exclusion - LC 21 65 08 07
General Liability - Nuclear Energy Liability Exclusion Endorsement (Broad) - IL 00 21 09 08
General Liability - PFC/PFAS Exclusion - LC 21 177 12 21
General Liability - Polychlorinated Biphenyls (PCBs) Exclusion - LC 21 38 06 07
General Liability - Radioactive Matter Exclusion - LC 21 39 06 07
General Liability - Radon Exclusion - LC 21 67 08 07
General Liability - Sewer Backup Exclusion - LC 21 200 12 23
General Liability - Sexual Misconduct Or Abuse Exclusion - LC 21 141 02 20
General Liability - Silica Exclusion - LC 21 02 06 05
General Liability - Total Pollution Exclusion - CG 21 49 09 99
General Liability - Total Wildfire Exclusion - LC 21 148 04 18
General Liability - Alaska Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism - CG 26 93 01 15
General Liability - Arkansas Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism - CG 26 86 01 15
General Liability - Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism - CG 21 76 01 15

Exposure:

Description	Expiring Exposure	Renewal Exposure
Miles of Pipe	127	127

Public Officials Liability

Carrier Information	Expiring	Proposed
Policy Term	8/1/2025 - 8/1/2026	8/1/2026 - 8/1/2027
Carrier	Liberty Mutual Fire Insurance Company	Liberty Mutual Fire Insurance Company
A.M. Best Rating	A XV	A XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Paid in Full	Paid in Full
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	\$20,979.00	\$21,608.00
TRIA	Included	Included
Minimum Type	Deposit Premium	Deposit Premium
Minimum Amount / Description	\$20,979.00	\$21,608.00
Estimated Cost	\$20,979.00	\$21,608.00

Standard Coverages	Expiring	Proposed
Each Wrongful Act	\$1,000,000	\$1,000,000
Aggregate Limit	\$2,000,000	\$2,000,000

Deductibles/SIR	Expiring	Proposed
Self Insured Retention	\$250,000	\$250,000

Defense Limitations	Expiring	Proposed
Public Officials Liability	Inside the Limit	Inside the Limit

Form Type	Expiring	Proposed
Form Type	Occurrence	Occurrence

Umbrella Liability – 1st Layer

Carrier Information	Expiring	Proposed
Policy Term	8/1/2025 - 8/1/2026	8/1/2026 - 8/1/2027
Carrier	Liberty Insurance Corporation	Liberty Insurance Corporation
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Paid in Full	Paid in Full
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	\$126,955.00	\$130,600.00
TRIA	Included	Included
Minimum Type	Deposit Premium	Deposit Premium
Minimum Amount / Description	\$126,955.00	\$130,600.00
Estimated Cost	\$126,955.00	\$130,600.00

Standard Coverages	Expiring	Proposed
Each Occurrence Limit	\$15,000,000	\$15,000,000
Aggregate	\$15,000,000	\$15,000,000

Additional Coverages	Expiring	Proposed
Aggregate Limits Follow Form Underlying Policies	Included	Included

Form Type	Expiring	Proposed
Form Type	Occurrence	Occurrence

Exclusions (including but not limited to)
Employment Related Practices Exclusion
Professional Liability Exclusion
Workers' Compensation, Auto No Fault, Uninsured/ Underinsured Motorists, Disability, and Unemployment Compensation Laws
Pollution (Hostile Fire Exception)
Asbestos
Physical Damage to Property in Insured's Care, Custody, or Control
Auto First-party Coverage
Pollution (Auto)
Products Recall
Total Pollution Exclusion
Retained Limit

Underlying Policies:

Coverage	Description	Limit	Carrier Name	Effective Date	Expiration Date
General Liability	Each Occurrence Limit	\$1,000,000	Liberty Mutual Fire Insurance Company	8/1/2026	8/1/2027
General Liability	General Aggregate Limit	\$2,000,000	Liberty Mutual Fire Insurance Company	8/1/2026	8/1/2027
General Liability	Products-Completed Operations Limit	\$2,000,000	Liberty Mutual Fire Insurance Company	8/1/2026	8/1/2027
General Liability	Personal and Advertising Injury Limit	\$1,000,000	Liberty Mutual Fire Insurance Company	8/1/2026	8/1/2027
General Liability	Damage to Premises Rented to You (or any premises)	\$100,000	Liberty Mutual Fire Insurance Company	8/1/2026	8/1/2027
General Liability	Medical Expense Limit (any one person)	\$5,000	Liberty Mutual Fire Insurance Company	8/1/2026	8/1/2027
Public Officials Liability	Each Wrongful Act	\$1,000,000	Liberty Mutual Fire Insurance Company	8/1/2026	8/1/2027
Public Officials Liability	General Aggregate Limit - Policy	\$2,000,000	Liberty Mutual Fire Insurance Company	8/1/2026	8/1/2027

Umbrella Liability – 2nd Layer

Carrier Information	Expiring	Proposed
Policy Term	8/1/2025 – 8/1/2026	8/1/2026 - 8/1/2027
Carrier	Westchester Surplus Lines Insurance Company	Westchester Surplus Lines Insurance Company
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Paid in Full	Paid in Full
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	\$65,190.00	\$68,162.50
TRIA	Included	Included
Minimum Type	Deposit Premium	Deposit Premium
Minimum Amount / Description	\$65,190.00	\$68,162.50
Estimated Cost	\$65,190.00	\$68,162.50

Standard Coverages	Expiring	Proposed
Each Occurrence Limit	\$5,000,000	\$5,000,000
Aggregate	\$5,000,000	\$5,000,000

Form Type	Expiring	Proposed
Form Type	Occurrence	Occurrence

Endorsements (including but not limited to)
Service of Suit
Continuous and Progressive Damages Endorsement
Unimpaired Aggregate Provision
Insuring Agreement and Definition of Occurrence Amendatory
Other Insurance Amendment
Trade or Economic Sanctions Amendatory Endorsement
Narrowest Underlying Coverage
Signature Endorsement

Exclusions (including but not limited to)
Absolute Pollution Exclusion
Failure to Supply Exclusion
Fungi or Bacteria Exclusion
Silica or Silica Related Dust Exclusion Endorsement
Nuclear Exclusion
Real and Personal Property in Your Care, Custody, or Control Exclusion
Sub-Limited Coverage Exclusion
Access, Collection, Release or Disclosure of Confidential or Personal Information and Data Exclusion
Communicable Disease Exclusion

Underlying Policies:

Coverage	Description	Limit	Carrier Name	Effective Date	Expiration Date
General Liability	Each Occurrence Limit	\$1,000,000	Liberty Mutual Fire Insurance Company	8/1/2026	8/1/2027
General Liability	General Aggregate Limit	\$2,000,000	Liberty Mutual Fire Insurance Company	8/1/2026	8/1/2027
General Liability	Products-Completed Operations Limit	\$2,000,000	Liberty Mutual Fire Insurance Company	8/1/2026	8/1/2027
General Liability	Personal and Advertising Injury Limit	\$1,000,000	Liberty Mutual Fire Insurance Company	8/1/2026	8/1/2027
General Liability	Damage to Premises Rented to You (or any premises)	\$100,000	Liberty Mutual Fire Insurance Company	8/1/2026	8/1/2027
General Liability	Medical Expense Limit (any one person)	\$5,000	Liberty Mutual Fire Insurance Company	8/1/2026	8/1/2027
Public Officials Liability	Each Wrongful Act	\$1,000,000	Liberty Mutual Fire Insurance Company	8/1/2026	8/1/2027
Public Officials Liability	General Aggregate Limit - Policy	\$2,000,000	Liberty Mutual Fire Insurance Company	8/1/2026	8/1/2027
\$15M Excess Liability	Each Occurrence Limit	\$15,000,000	Liberty Insurance Corporation	8/1/2026	8/1/2027
\$15M Excess Liability	General Aggregate Limit	\$15,000,000	Liberty Insurance Corporation	8/1/2026	8/1/2027

Environmental Liability

Carrier Information	Expiring	Proposed
Policy Term	8/1/2025 - 8/1/2026	8/1/2026 - 8/1/2027
Carrier	ACE American Insurance Company	ACE American Insurance Company
A.M. Best Rating	A++ XV	A++ XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Paid in Full	Paid in Full
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	\$67,091.00	\$67,950.00
TRIA	Included	Included
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	100% As of Inception	100% As of Inception
Estimated Cost	\$67,091.00	\$67,950.00

Standard Coverages	Expiring	Proposed
Each Pollution Event Limit	\$10,000,000	\$10,000,000
Aggregate Policy Limit	\$10,000,000	\$10,000,000

Additional Coverages	Expiring	Proposed
Coverage A - Premises Pollution Condition Liability	Included	Included
Coverage A - Premises Pollution Condition First-Party Claims	Included	Included
Coverage B - Transportation Liability	Included	Included
Coverage B - Transportation First-Party Claims	Included	Included
Coverage C - Non-Owned Disposal Sites Liability	Included	Included

Deductibles/SIR	Expiring	Proposed
Self-Insured Retention : Per Pollution Condition or Indoor Environmental Condition	\$250,000	\$250,000

Defense Limitations	Expiring	Proposed
Defense Cost	Legal Defense Expenses are Subject to and Shall ERODE the Limits of Liability and any Applicable Self-Insured Retention	Legal Defense Expenses are Subject to and Shall ERODE the Limits of Liability and any Applicable Self-Insured Retention

Form Type	Expiring	Proposed
Form Type	Claims Made	Claims Made
Retroactive Date	8/1/2023	8/1/2023

Definition Of Claim:

"Claim" means the written assertion of a legal right received by the "insured" from a third-party, or from another "insured" that is party to an "environmental indemnity obligation", including, but not limited to, a "government action", suits or other actions alleging responsibility or liability on the part of the "insured" for "bodily injury", "property damage" or "remediation costs" arising out of "pollution conditions" or "indoor environmental conditions" to which this insurance applies.

Run Off Provisions:

Refer To Policy Form

Incident/Claim Reporting Provision:

Refer To Policy Form

Claims Made Disclaimer:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (60) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)

Premises Pollution Liability Insurance Policy - PF-44887b (08/18) / 264547.1 (08/18)

Business Interruption Coverage Limitations Endorsement - PF-48608 (01/17)

Indoor Environmental Conditions Limitations Endorsement - PF-44944 (09/14)

Public Entity Coverage Amendatory Endorsement - PF-54576 (01/21) / 309345.1

Trade Or Economic Sanctions Endorsement - ALL-21101 (11/06)

Michigan Changes - Cancellation And Nonrenewal - LD-2S69e (04/17)

Signatures - CC-1K11k (10/24)

Michigan Disclaimer Notice Commercial Lines Deregulation - ALL-30463 (08/10)

Chubb Producer Compensation Practices & Policies - ALL-20887a (03/16)

U. S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders - ILP 001 01 04

If Terrorism is Purchased : Terrorism Risk Insurance Act Endorsement - PF-23728b (02/20)

If Terrorism is Purchased : Disclosure Pursuant To Terrorism Risk Insurance Act - TRIA11e (08/20)

If Terrorism is Declined : Policyholder Disclosure Notice of Terrorism Insurance Coverage - TRIA24a (08/20)

Endorsements and Notices Attached at Policy Issuance - PF-44885a (01/17)

Terrorism Risk Insurance Act Endorsement - PF-23728b (02/20) / (296458.2)

Premises Pollution Liability Insurance Policy - PF-44885a (01/17)

Exclusions (including but not limited to)

Maintenance, Upgrades, Improvements, Or Installations Exclusionary Endorsement - PF-53198a (02/24) / MS-292156.3 (11/19)

Communicable, Infectious Or Contagious Diseases Exclusionary Endorsement - PF-55008 (03/21)

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the
DRAIN: **GEORGE W. KUHN DRAIN**
(Maintenance Fund)
DATE: Tuesday, July 28, 2026
SUBJECT: Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17757	AECOM	Invoice No. 2001159643; Labor	\$1,656.62			
			Project Total:	\$1,656.62		
17496	D'Angelo Brothers	Invoice No. 1145-59D; Parts & Labor	\$26,767.20			
			Project Total:	\$26,767.20		
17587	Fishbeck	Invoice No. 000000466686; Professional Services	\$4,950.00			
	Fishbeck	Invoice No. 000000467819; Professional Services	\$7,290.00			
			Project Total:	\$12,240.00		
18066	HRC	Invoice No. 0238313; Professional Services	\$1,850.12			
			Project Total:	\$1,850.12		
17945	HRC	Invoice No. 0228868; Professional Services	\$2,130.00			TBP
	HRC	Invoice No. 0231156; Professional Services	\$2,270.55			TBP
	HRC	Invoice No. 0232839; Professional Services	\$5,560.98			TBP
			Project Total:	\$9,961.53		
17986	Drummond Carpenter	Invoice No. 6341R; Professional Services	\$12,958.18			
			Project Total:	\$12,958.18		
17689	ICS	Invoice No. 3497; Labor	\$1,072.00			
			Project Total:	\$1,072.00		
N/A	Alexander Chemical Corp.	Invoice No. 109098; Chemicals	\$8,529.61			
	Alexander Chemical Corp.	Invoice No. 109299; Chemicals	\$8,544.79			
	Alexander Chemical Corp.	Invoice No. 109300; Chemicals	\$8,552.37			
	Dickinson Wright	Invoice No. 2155698; Legal Services	\$9,931.61			
	Dickinson Wright	Invoice No. 2166699; Legal Services	\$14,419.61			
	Haviland	Invoice No. 575332; Chemicals	\$11,269.04			
	Haviland	Invoice No. 575333; Chemicals	\$11,248.12			
	JCI	Invoice No. 999040; Chemicals	\$9,465.46			
	Michigan CAT	Invoice No. SD18755161; Parts & Labor	\$3,293.81			
	Michigan CAT	Invoice No. SD18787615; Parts & Labor	\$1,974.72			
	ICS	Invoice No. 3499; Labor	\$8,994.00			

ICS
ICS

Invoice No. 3493; Labor
Invoice No. 3496; Labor

\$5,693.82
\$1,027.00

		Total:	\$102,943.96
		Grand Total:	\$169,449.61

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the
DRAIN: **GEORGE W. KUHN DRAIN**
(Construction Fund)
DATE: Tuesday, July 28, 2026
SUBJECT: Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17853	ICS	Invoice No. 3494; Labor	\$2,144.00			
	Midwest Power Systems	Invoice No. 284778; Labor, Equipment & Materials	\$55,569.79			
Project Total:				\$57,713.79		
Grand Total:				\$57,713.79		

2. Evergreen-Farmington Sanitary Drain

AGENDA

DRAINAGE BOARD FOR THE EVERGREEN-FARMINGTON SANITARY DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of June 23, 2026
4. Public Comments
5. Present Memorandum requesting the Board extend the current contract with Young Insurance law to December 31, 2026, and authorize the Chairperson to execute all documents necessary to effectuate the extension
6. Present Memorandum requesting the Board approve proceeding with the Quarton Lift Station Control Valve Replacement and Spare Pump Addition project and increase the budget by \$25,000.00 for a total amount of \$70,000.00 utilizing funds from the Evergreen-Farmington Sanitary Drain Capital Improvement reserves
7. Present Engineering Work Order No. D-503 for FK Engineering Associated for the Walnut Lake No. 1 Pump Station Conveyance Corrective Action Plan to increase the total amount of the Engineering Service Agreement by a not to exceed amount of \$100,000.00
8. Present Construction Estimate No. 4 for L. D'Agostini & Sons for construction of the Biddestone Pump Station Rehab Project in the amount of \$60,525.00 with a transfer to the Oakland County Treasurer in the amount of \$6,725.00
9. Present Construction Estimate No. 52 for Walsh Construction Company II, LLC for the 8-Mile Road CAP Pump Station & SSO Chamber Improvements – Phase 1 in the amount of \$593,802.88
10. Present Construction Estimate No. 7 for Jay Dee Contractors, Inc. for construction of the Walnut Lake No. 1 Pump Station Conveyance Corrective Action Plan Phase 2 in the amount of \$1,398,664.19 with a transfer to the Oakland County Treasurer in the amount of \$155,407.13
11. 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 \$538,656.13
12. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund in the amount of \$145,801.05
13. Authorize the Chairperson to execute a settlement agreement approved by counsel with

Lexington Insurance Company regarding the Middlebelt Transport and Storage Tunnel litigation

14. Other business
15. Approve pro rata payment to Drainage Board members
16. Adjourn

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

June 23, 2026

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 p.m. on the 23rd day of June 2026.

The meeting was called to order by Chairperson Jim Nash.

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

Markham moved, seconded by Woodward, to approve the June 23, 2026, agenda as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Minutes of the meeting held May 26, 2026, were presented for consideration. Markham moved, seconded by Woodward, to approve the minutes as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

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

Markham moved, seconded by Woodward, to approve the Engineering Services Agreement with NTH Consultants for a sewer rehabilitation study, design and bidding of a project and authorize the Chairperson to execute the contract as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Markham moved, seconded by Woodward, to approve Change Order No. 4 for Lawrence M. Clarke, Inc. for the construction of the I-696 Pump Station Rehabilitation Project for a net decrease in the amount of \$25,983.14 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Markham moved, seconded by Woodward, to approve Change Order No. 1 for Lawrence M. Clarke, Inc. for the construction of the Walnut #2 Pump Station Rehabilitation Project for a net increase in the amount of \$15,000.00 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Markham moved, seconded by Woodward, to approve Construction Estimate No. 10 for Lawrence M. Clarke, Inc. for construction of the Walnut #2 Pump Station Rehabilitation in the amount of \$79,659.80 with a reserve payment to the contractor in the amount of \$25,000.00 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Markham moved, seconded by Woodward, to approve Construction Estimate No. 3 for L. D'Agostini & Sons for construction of the Biddestone Pump Station Rehab Project in the amount of \$91,125.00 with a transfer to the Oakland County Treasurer in the amount of \$10,125.00 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Markham moved, seconded by Woodward, to approve Construction Estimate No. 51 for Walsh Construction Company II, LLC for the 8 Mile Road CAP Pump Station & SSO Chamber Improvements – Phase 1 in the amount of \$534,005.96 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Markham moved, seconded by Woodward, to approve Construction Estimate No. 6 for Jay Dee Contractors, Inc. for construction of the Walnut Lake No. 1 Pump Station Conveyance Corrective Action Plan Phase 2 in the amount of \$477,000.00 with a transfer to the Oakland County Treasurer in the amount of \$53,000.00 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Markham moved, seconded by Woodward, to approve the Final Construction Estimate for Lawrence M. Clarke Inc. for construction of the I-696 Pump Station Rehabilitation in the amount of \$30,685.80 with a final reserve payment to the contractor of \$5,000.00 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Markham moved, seconded by Woodward, to approve payment of invoices and/or reimbursement of the Drain Revolving Fund from the maintenance fund in the amount of \$212,144.05 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Markham moved, seconded by Woodward, to approve payment of invoices and/or reimbursement of the Drain Revolving Fund from the construction fund in the amount of \$76,570.94 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

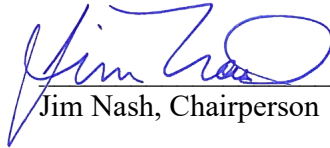
Nash moved, seconded by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Markham and Woodward.

MOTION CARRIED: Yeas – 3, Nays – 0

There being no further business, the meeting was adjourned.

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 23rd day of June 2026, 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.



Jim Nash, Chairperson

Dated: June 23, 2026

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER**

MEMORANDUM

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

FROM: Meg Koss, Drainage District Legal Counsel

SUBJECT: Young Insurance Law Contract Extension

DATE: July 28, 2026

The current contract between the Evergreen-Farmington Sanitary Drain Drainage District and Young Insurance Law expired on May 31, 2026. Young Insurance Law has provided crucial, specialized insurance-related services to the District related to the ongoing Middlebelt Transportation and Storage Tunnel litigation.

The attached engagement letter details the work Young Insurance Law has handled and anticipates providing on behalf of the District. It includes its proposed rates, which denotes a modest hourly rate increase for partner-level attorneys. In the interest of continuity and efficiency, I recommend that the contract be extended with a new expiration date of December 31, 2026.

Requested Action: Extend the current contract with Young Insurance law to December 31, 2026, and authorize the Chairperson to execute all documents necessary to effectuate the extension.



Douglas Young
Direct Dial: (313) 983-1235
dyoung@younginsurancelaw.com

Via E-Mail

July 16, 2026

Megan Koss, Esq.
Senior Attorney
Oakland County Water Resources Commissioner
One Public Works Drive
Building 95 West
Waterford, MI 48328

RE: Proposal to act as insurance coverage counsel

Dear Ms. Koss:

Please allow this letter to propose the continued retention of YOUNG INSURANCE LAW to provide professional (legal) services to the Water Resources Commissioner for the County of Oakland (“WRC”) with regard to the insurance coverage issues that may develop from time-to-time with regard to liability and property insurance claims in projects involving WRC. The proposal includes acting as co-counsel in the JAMS arbitration of *WRC, et al, v. Lexington Insurance Company* and in which the Evergreen Farmington Sanitary Drain Drainage District (EFSDS) and the Evergreen Farmington Sewage Disposal System are participants.

I have prepared this proposal to continue to offer our legal services to assist WRC in the presentation, negotiation and/or litigation of insurance claims at the same rates as our prior agreement. As you know, YOUNG INSURANCE LAW represents only policyholders in a wide variety of disputes with their insurance carriers. We have broad experience in representing policyholders with claims under many different forms of insurance coverage, including property and casualty and professional liability insurance policies.

**** Please note our new office address effective July 1, 2026 ****

306 S. Washington Avenue • Suite 210 • Royal Oak, MI 48067



SERVICES:

YOUNG INSURANCE LAW will provide the following services:

- (1) Assist WRC in the analysis, preparation and negotiation of insurance claims. YOUNG INSURANCE LAW will gather, organize and analyze information and documentation that bears directly on the determination of the losses, coverages afforded under all applicable policies of insurance and any potentially applicable exclusions to coverage;
- (2) Consult with WRC and, when requested, prepare a detailed coverage analysis and opinion which analyzes the policy(ies) and applicable legal authority for the types of claims and issues presented and the policy defenses that may be asserted by carrier(s);
- (3) Act as a central point of contact with the insurers in claims. This will include attempting to limit any additional insured(s) from engaging any insurer(s) on the claim to the detriment of WRC. Additionally, retain any necessary expert witnesses to provide privileged protection to their future work product and communications; and
- (4) File suit against insurers, when requested, in the event a negotiated claim settlement cannot be achieved.

FEES:

YOUNG INSURANCE LAW's fees will be based on the actual amount of time spent on the engagement at an hourly rate of \$375 for all partner-level attorneys and paralegals at \$150 per hour. We will provide a budget for prior approval before beginning any later requested litigation services. We will also bill WRC monthly for all legal services and expenses incurred. Expenses would be included on the firm's monthly bill and would include expenses (typically incurred in litigation), such as fees for court filings, process servers, court reporters, deposition transcripts and other similar litigation expenses and charges. Additionally, we will bill WRC for expenses such as copying charges, travel costs, mileage charges and other similar expenses and charges.

If you have any questions regarding the above, please do not hesitate to contact me. We look forward to working with WRC and helping it achieve its goals in its insurance claims and disputes.



Megan Koss, Esq.
July 16, 2026
Page 3

Thank you for your attention to this matter.

Very truly yours,

Douglas Young

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER**
MEMORANDUM

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

FROM: Lesli Maes, P.E., Assistant Chief Engineer

SUBJECT: Quarton Lift Station Control Valve Replacement and Spare Pump Addition

DATE: July 28, 2026

Staff is requesting approval of a capital improvement project for the Quarton Lift Station, on Quarton Road, west of Woodward Avenue in Birmingham. The proposed project will consist of replacing a control valve and the related electric actuator. Additionally, the project will require the purchase of a spare pump to serve as a backup for the existing submersible pump. This project has been budgeted and planned for the 2027 fiscal year. However, a recent assessment of the existing valve operation has led to the recommendation that this work begin as soon as possible to promote continued reliable operation of the equipment.

In addition to moving up the project timeline, staff recommends increasing the planning budget by \$25,000. Based on the anticipated cost of both equipment and labor to install the new assets, the revised cost to complete the work is estimated at \$70,000. As with the project's original \$45,000 budget, funds will come from the capital improvement reserves fund.

Scope of Work	Estimated Cost
Equipment	
Three-way diverter 8" plug valve	\$ 10,000
Electric actuator & hardware	\$ 18,000
Submersible pump	\$ 10,000
Labor	
Install new valve and actuator	\$ 16,000
Provide flow and traffic control	\$ 2,000
Controls integration	\$ 8,000
Subtotal	\$ 64,000
Contingency	\$ 6,000
TOTAL	\$ 70,000

Requested Action: Approve proceeding with the Quarton Lift Station Control Valve Replacement and Spare Pump Addition project and increase the budget by \$25,000 for a total amount of \$70,000 utilizing funds from the Evergreen-Farmington Sanitary Drain Capital Improvement reserves.

**Jim Nash Oakland County Water Resources Commissioner
Evergreen Farmington Sanitary Drain Drainage District
For the Walnut Lake No. 1 Pump Station Conveyance Corrective Action Plan
Southfield, Michigan**

Engineering Work Order No. D-503**Date:** July 17, 2026**To:** FK Engineering Associates**For:** Additional Design Services for the Walnut Lake No. 1 Pump Station Conveyance Corrective Action Plan (CAP) Phase 2

DESCRIPTION

This Engineering Work Order (EWO) is required to define specific additional tasks and compensation related to the Walnut Lake No. 1 Pump Station Conveyance Corrective Action Plan Phase 2 that falls under DC-391 Part B, Sections 3 of Contract No. CON11318. This EWO serves as your approval for compensation of the following additional design services as delineated in your attached proposal.

The additional design services included work associated with the 21-inch City of Southfield connection to the 96-inch Great Lakes Water Authority sewer that is in the easternmost northbound lane of the Southfield Freeway (M-39) and the abandonment of the 21-inch sewer and 27" by 42" egg shaped sewer downstream. This work included additional site visits; additional site topographic survey; additional geotechnical investigation; confined space entry and additional coordination with MDOT. The proposal for the additional work from FK Engineering Associates is attached for reference.

The table below provides a cost breakdown of the various tasks.

TASKS DESCRIPTION	AMOUNT
Task 3 – Additional Design Services	\$100,000

Fees for this Engineering Work Order shall be billed on a time and material basis according to the standard contract fee and rate schedule as modified by your proposal. The total amount of the Engineering Services Agreement is to be increased by a not to exceed amount of \$100,000. This increases the total project total under this contract to \$1,039,630. This amount is not to be exceeded without written authorization from this office.

RECOMMENDED	DATE: 7-17-2026	ACCEPTED	DATE: 7-17-2026
By: <i>Evangelos Bantios</i>		By: <i>Zachary F. Carr</i>	
Evangelos Bantios, P.E. Chief Engineer OCWRC		Zachary F. Carr, P.E. Vice President FK Engineering Associates	
APPROVED	DATE:	APPROVED	DATE:
By:		By:	
Joel Brown, P.E. Chief Engineer OCWRC		Steve Korth, P.E. Chief Manager OCWRC	
Approved by the Drainage District Board on:			

Department No.:	CCN6010101	Account No.:	SC730639
Fund No:	FND84410	Program No.:	PRG149015
Project No:	PRJ-17449	Project Activity:	ENGCON
Contract No:	CON11318	Contract Exp:	11/25/2027

**Jim Nash, Oakland County Water Resources Commissioner
Evergreen-Farmington Sanitary Drain
For Construction of the Biddestone Pump Station Rehab Project
Farmington Hills, MI
Oakland County, Michigan**

Construction Estimate No. 4 ✓

June 1, 2026 to June 30, 2026 ✓

Department No. : 6010101
Fund No. : FND82410
Project No. : PRJ -17555
Purchase Order No. :

Account No. : 730352
Program No. : 149667
Activity : FAC
Vendor No. : 41,943.00
Contract No. : CON00011952
Date of Contract : 12/22/2025
Completion Date : 11/4/2026

Contractor :
L'Dagostini & Sons
15801 23 Mile Rd.
Macomb, MI 48042

Original Contract Amount: \$1,625,400.00

Previous Change Order Numbers (none): \$0.00 ✓

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

Total Net Change Orders: \$0.00

Adjusted Contract Amount: \$1,625,400.00 ✓

Subtotal To Date: (Sheet 2 of 2 Column 7) \$433,146.99

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

Gross Estimate: (Work in Place) 26.65% \$433,146.99

Less Amount Reserved: (10% of Gross Estimate) \$43,314.70

Total Amount Allowed To Date: \$389,832.29

Less Previous Estimates: \$329,307.29 ✓

Net Payment Request To Be Paid To Contractor: \$60,525.00

Reserve Payment to Contractor \$0.00

Balance of Contract To Date \$1,192,253.01 ✓ Accounting Auditor: HDG 7/17/26

Previous Transfers To Reserve: \$36,589.70 ✓

Amount of Current Transfer: \$6,725.00

Prepared by: Scott Schultz
Scott Schultz, P.E., Project Engineer

Date: 07/17/26

Recommended by: Mark Mattson
Mark Mattson, P.E., Consulting Engineer

Date: 07/17/26

Approved by: _____
Joel Brown, P.E., Chief Engineer

Date: _____

Approved by Board on: _____

JIM NASH

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

Jim Nash, Oakland County Water Resources Commissioner
Evergreen Farmington Sanitary Drain Drainage District
8 Mile Road CAP 8 Mile Road Pump Station & SSO Chamber Improvements - Phase 1
Southfield
Oakland County, Michigan

Construction Estimate No. 52 ✓

June 1, 2026 to June 30, 2026 ✓

Department No. : 6010101
Fund No. : FND84410
Project No. : PRJ-17452

Account No. : 730352
Program No. : PRG149015
Activity : FAC
Vendor No. : 23191
Contract No. : 9323
Date of Contract : 2/2/2022
Completion Date : 8/13/2027

Contractor :
Walsh Construction Company II, LLC
3031 W Grand Blvd, Suite 640
Detroit, MI 48202

Original Contract Amount:		\$0.00	✓
Previous Change Order Numbers: CO Nos. 1 through 9.		\$50,512,444.14	
Change Orders This Estimate Number:		\$0.00	
Total Net Change Orders:		\$50,512,444.14	
Adjusted Contract Amount:		\$50,512,444.14	✓
Subtotal To Date: (Sheet 2 of 3 Column 7)		\$42,973,153.79	
Less Deductions to Date: (Sheet 2 of 3 Column 7)		\$0.00	
Gross Estimate: (Work in Place)	85.07%	\$42,973,153.79	
Less Amount Reserved: (Negotiated Lump Sum Amount)		\$2,000,000.00	
Total Amount Allowed To Date:		\$40,973,153.79	
Less Previous Estimates:		\$40,379,350.91	✓
Net Payment Request To Be Paid To Contractor:		\$593,802.88	
Reserve Payment to Contractor		\$0.00	
Balance of Contract To Date	\$7,539,290.35	✓	Accounting Auditor: <i>LJB</i> 7/15/2026
Less Previous Transfers To Reserve:		\$2,000,000.00	✓
Amount of Current Transfer:		\$0.00	

Prepared by: *Lawrence Gilbert*
Lawrence Gilbert, P.E. - NTH Consultants

Date: 7/2/2026

Recommended by: *Joe Siwek*
Joe Siwek, P.E. - Consulting Engineer (Fishbeck)

Date: 7/2/2026

Recommended by: *Evangelos Bantios*
Evangelos Bantios, P.E. - Project Engineer

Date: 7-14-2026

Approved by: _____
Joel Brown, P.E. - Chief Engineer

Date: _____

Approved by Board on: _____

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

Jim Nash, Oakland County Water Resources Commissioner
Evergreen-Farmington Sanitary Drainage District Name
For Construction of the Walnut Lake No. 1 Pump Station Conveyance Corrective Action Plan Phase 2
Southfield, Michigan
Oakland County, Michigan

Construction Estimate No. 7 ✓

June 1, 2026 to June 30, 2026 ✓

Department No.: CCN6010101

Fund No.: FND84410

Project No.: PRJ-17449

Purchase Order No. : PO00101115

Account No.: SC730352

Program No.: PRG149015

Activity: FAC_ACQ

Contractor:

Jay Dee Contractors, Inc.

38881 Schoolcraft Road

Livonia, MI 48150

Contract No. : CON00011738

Date of Contract: 11/4/2025

Completion Date: 6/27/2027

Original Contract Amount:	\$10,646,000.00	✓
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Previous Change Order Numbers (none):	\$0.00	
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Change Orders This Estimate Numbers (none):	\$0.00	
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Total Net Change Orders:	\$0.00	
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Adjusted Contract Amount:	\$10,646,000.00	✓
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Subtotal To Date: (Sheet 2 of 2 Column 7)	\$3,704,531.32	
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Less Deductions to Date: (Sheet 2 of 2 Column 7)	\$0.00	
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Gross Estimate: (Work in Place)	34.80%	\$3,704,531.32
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Less Amount Reserved: (10% of Gross Estimate)	\$370,453.13	
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Total Amount Allowed To Date:	\$3,334,078.19	
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Less Previous Estimates:	\$1,935,414.00	✓
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Net Payment Request To Be Paid To Contractor:	\$1,398,664.19	
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Reserve Payment to Contractor	\$0.00	
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Balance of Contract To Date	\$6,941,468.68	✓	Accounting Auditor: <i>LJB</i>	7/15/2026
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Previous Transfers To Reserve:	\$215,046.00	✓
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Amount of Current Transfer:	\$155,407.13	
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Prepared by: *Evangelos Bantios*
 Evangelos Bantios, P.E. - Project Engineer

Date: 7-14-2026

Recommended by: *Nicholas Bassett*
 Nicholas Bassett, P.E. - Consulting Engineer

Date: 7-14-2026

Approved by: _____
 Joel Brown, P.E. - Chief Engineer

Date: _____

Approved by Board on: _____

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the
DRAIN: **EVERGREEN-FARMINGTON SANITARY DRAIN**
(Maintenance Fund)
DATE: Tuesday, July 28, 2026
SUBJECT: Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17455	Fishbeck	Invoice No. 000000466484; Professional Services	\$7,218.05			
				Project Total:	\$7,218.05	
17579	Fishbeck	Invoice No. 000000466753; Professional Services	\$2,138.50			
				Project Total:	\$2,138.50	
18037	FK Engineering Mersino Mersino	Invoice No. 25-190-004; Professional Services Invoice No. 151437; Emergency Bypass Hooper Blvd Invoice No. 150625; Emergency Bypass Hooper Blvd (April)	\$7,898.40 \$204,144.20 \$192,487.28			
				Project Total:	\$404,529.88	
17975	Fishbeck	Invoice No. 000000467820; Professional Services	\$7,028.00			
				Project Total:	\$7,028.00	
17555	DLZ	Invoice No. 000407215; Professional Services	\$8,909.66			
				Project Total:	\$8,909.66	
17554	DLZ	Invoice No. 000407213; Professional Services	\$2,051.63			
				Project Total:	\$2,051.63	
17458	DLZ	Invoice No. 000407216; Professional Services	\$9,311.50			TBP
				Project Total:	\$9,311.50	
N/A	Duke's Root Control Duke's Root Control Duke's Root Control Duke's Root Control Duke's Root Control	Invoice No. 42056; WRC Clean & TV Invoice No. 41495; WRC Clean & TV Invoice No. 41623; WRC Clean & TV Invoice No. 41997; WRC Clean & TV Invoice No. 42114; WRC Clean & TV	\$23,872.50 \$15,615.00 \$16,672.50 \$17,672.50 \$21,872.50			
				Total:	\$95,705.00	
Pcard	Grainger	Invoice No. 9942431413	\$1,763.91			
				Total:	\$1,763.91	
				Grand Total:	\$538,656.13	

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the
DRAIN: **EVERGREEN-FARMINGTON SANITARY DRAIN**
(Construction Fund)
DATE: Tuesday, July 28, 2026
SUBJECT: Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17452	Fishbeck	Invoice No. 000000466754; Professional Services	\$6,890.85			
	NTH	Invoice No. 642304; Professional Services	\$12,406.33			
	PMA	Invoice No. 04582.00-1.0-38; Professional Svices	\$3,311.00			
	Gallagher	Invoice No. 5693022; 25-26 OCIP - Installment 4 of 4	\$52,962.00			TBP
	PMA	Invoice No. 04582.00-1.0-39; Professional Services	\$1,806.00			TBP
	Fishbeck	Invoice No. 000000467818; Professional Services	\$38,500.13			TBP
			Project Total:	\$115,876.31		
17449	HRC	Invoice No. 0238337; Professional Services	\$1,652.88			
	FK Engineering	Invoice No. 24-162-015; Professional Services	\$28,271.86			
			Project Total:	\$29,924.74		
			Grand Total:	\$145,801.05		

3. Caddell Drain

AGENDA

DRAINAGE BOARD FOR THE CADDELL DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of June 23, 2026
4. Public Comments
5. Present Memorandum requesting the Board authorize the Chairperson to award a construction services contract to D.V.M. Utilities, Inc., contingent upon staff review of all documentation, bonds, and insurance, for a not-to-exceed amount of \$4,498,900.00, for the culvert rehabilitation project and approve the proposed project budget of \$6,092,000.00
6. Present Project Assessment Recommendation and Special Assessment Roll in the amount of \$5,793,000.00
7. Present Caddell Drain Resolution No. 5 setting the Special Assessment Roll and directing the Chairperson to certify assessment amounts and due dates to each public corporation
8. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$9,211.25
9. Other business
10. Approve pro rata payment to Drainage Board members
11. Adjourn

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

June 23, 2026

A meeting of the Drainage Board for the Caddell Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2 p.m. on the 23rd day of June 2026.

The meeting was called to order by Chairperson Jim Nash.

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

Woodward moved, seconded by Nash, to approve the June 23, 2026, agenda as presented.

MOTION CARRIED: Yeas – 2, Nays – 0

Minutes of the meeting held May 26, 2026, were presented for consideration. Woodward moved, seconded by Nash, to approve the minutes as presented.

MOTION CARRIED: Yeas – 2, Nays – 0

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

Commissioner Nash opened the public hearing at 2:06 p.m. to receive objections to the tentatively established apportionments for the costs of the Caddell Drain Improvement Project.

Markham moved, seconded by Woodward, to establish the percentage of costs for the Caddell Drain Improvement Project as follows:

CITY OF FARMINGTON, Oakland County, Michigan	<u>11.90%</u>
For benefits to public health	

CITY OF FARMINGTON HILLS, Oakland County, Michigan	<u>60.50 %</u>
For benefits to public health	

CITY OF NOVI, Oakland County, Michigan	<u>3.80 %</u>
For benefits to public health	

OAKLAND COUNTY, Michigan	<u>5.60 %</u>
For benefits to county roads	

MICHIGAN DEPARTMENT OF TRANSPORTATION
For benefits to state highways

18.20 %

MOTION CARRIED: Yeas – 3, Nays – 0.

There being no objections, Commissioner Nash closed the public hearing at 2:08 p.m.

Markham moved, seconded by Woodward, to adopt Caddell Drain Resolution No. 4, establishing the apportionments for the Caddell Drain Improvement Project, issue the Final Order of Apportionment, and schedule the next Drainage Board meeting for Tuesday, July 28, 2026, at 2:00 p.m. at the Oakland County Water Resources Commissioner's Office, One Public Works Drive, Building 95W, Waterford, Michigan.

MOTION CARRIED: Yeas – 3, Nays – 0.

Markham moved, seconded by Woodward, to approve payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$4,335.25 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

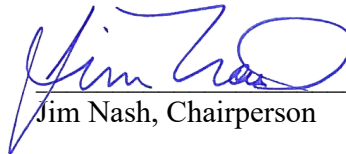
Nash moved, seconded by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Markham and Woodward.

MOTION CARRIED: Yeas – 3, Nays – 0

There being no further business, the meeting was adjourned.

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Caddell Drain, Oakland County, Michigan, held on 23rd day of June 2026, 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 Caddell Drain Drainage District.



Jim Nash, Chairperson

Dated: June 23, 2026

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

TO: Jim Nash, Chairperson of the Caddell Drain Drainage Board

FROM: David Wirth, P.E., Drain Maintenance Engineer
Geoff Wilson, P.E., Chief Engineer

SUBJECT: Caddell Drain Rehabilitation Project – Bid Award

DATE: July 28, 2026

Bids were received for the Caddell Drain Rehabilitation Project on July 16, 2026. This project will rehabilitate or replace four corrugated metal pipe arch culverts, located at the intersection of 9 Mile and Drake roads in Farmington Hills. The drain also serves the cities of Novi and Farmington.

Five bidders responded and all bids were accepted. The bid tabulation (attached) shows all unit bid prices and the total bid amount. A juried selection process was utilized to establish a final award for this project. The bids were scored based on the criteria from the Evaluation Criteria in the Request for Proposals. Weighed categories include Professional Qualifications and Project Experience, Proposed Work Plan, Schedule, and Cost.

D.V.M. Utilities, Inc. was the successful bidder based on its project experience, its understanding of the project, along with its highly qualified staff. The company submitted the lowest bid with a construction budget of \$4,498,900. The contractor will have a notice to proceed date of August 3, 2026. The construction project is estimated to take one year.

NTH Consultants, Ltd., the consultant for this project, also evaluated the submissions and recommended proceeding with D.V.M. Utilities, Inc. A recommendation letter from NTH Consultants is included with this memorandum.

RECOMMENDED ACTION:

- 1. Authorize the Chairperson to award a construction services contract to D.V.M. Utilities, Inc., contingent upon staff review of all documentation, bonds, and insurance, for a not-to-exceed amount of \$4,498,900.00, for the culvert rehabilitation project.**
- 2. Approve the proposed project budget of \$6,092,000.00.**

Memorandum

NTH Project No.: 25002878

To: Mr. David Wirth, P.E. and Mr. Joel Brown, P.E. (OCWRC)

From: Joel Schanne, P.E. and Abdalnasser Almadhoun, P.E. (NTH)

Date: July 24, 2026 

Re: Caddell Drain Rehabilitation Project

Bid Evaluation and Contract Award Recommendation

The purpose of this Memorandum is to provide our bid evaluation and recommendation related to the Caddell Drain Rehabilitation project. On July 16, 2026, five Contractors submitted a Proposal for the above referenced project. All five Bidders submitted responsive Bids that were received timely and reviewed for responsiveness via a MS Teams conference call. A detailed Bid Tabulation for each bidder is attached to this Memorandum. The submitted pricings for each bidder were as follows:

Name of Contractor

Bid Total (\$)

DVM Utilities, Inc.	\$4,498,900.00
Marra Services, Inc.	\$5,833,468.00
Inland Waters Pollution Control (IWPC), Inc.	\$6,352,969.00
Jay Dee Contractors, Inc.	\$6,784,100.00
Ric-Man Construction, Inc.	\$8,989,150.00

The Proposals were reviewed for conformance with the Contract Documents. A tabulation of our Bid Package Checklist is included below. The Escrow Bid Documents were subsequently received for the 3 lowest bidders on July 20 as required per the requirements of the Contract and were placed in the possession of the Project Owner.

Table: Submitted Bid Documents (July 16, 2026) - Check List					
Name of Contractor	DVM	Marra	IWPC	Jay Dee	Ric-Man
Signed Proposal & Addenda Acknowledgement	Yes	Yes	Yes	Yes	Yes
Bid bond	Yes	Yes	Yes	Yes	Yes
Preliminary Schedule	Yes	Yes	Yes	Yes	Yes
Experience & Qualifications	Yes	Yes	Yes	Yes	Yes
Certificate of not an "Iran Linked Business"	Yes	Yes	Yes	Yes	Yes
Escrow Bid Documents	Yes	Yes	Yes	N/A	N/A
List of Subcontractors Performing Work in Excess of 10% of Bid Total	None	None	None	Yes	None



DISCUSSION AND RECOMMENDATION

NTH reviewed and evaluated the proposal documents submitted by all five bidders, for Award of the Project, in accordance with the "Qualification-Based Selection Process", as stated in the Contract Documents. The following qualification information was reviewed, and a weighted point system was used for evaluation/scoring of the proposals:

- a. Professional Qualifications and Project Experience
- b. Proposed Work Plan
- c. Schedule
- d. Cost Bid Form

A summary of each Contractor score is provided below:

Caddell Drain Rehabilitation - Contractor Proposal Review Form						
Review Team Scoring Matrix	Contractor Score					
	Max Points	DVM	Inland Waters	Jay Dee	Marra	Ric Man
Professional Qualifications & Project Experience	25	18	15	24	23	23
Proposed Work Plan	20	18	12	15	16	17
Schedule	5	4	4	4	4	4
Cost Bid Form	50	50	33	30	38	17
Total Score	100	90	64	73	81	61
Bid Price		\$ 4,498,900	\$ 6,352,969	\$ 6,784,100	\$ 5,833,468	\$ 8,989,150

Following the proposal review and scoring, NTH and OCWRC conducted a virtual Teams interview on July 23, 2026, with DVM Utilities to further evaluate the bidder's understanding of the project requirements. DVM Utilities was represented by Messrs. Karl Bates and Dan DiLegge. Based on an overall evaluation and the scoring tabulation presented above, NTH Consultants, Ltd. recommends consideration of DVM Utilities, Inc. for the award of the Contract for the Caddell Drain Rehabilitation Project.

cc: File

Caddell Drain Rehabilitation
BID TABULATION SUMMARY

Bids Submitted: 7/16/2026
NTH Project: 25002878

				DVM		Inland Waters		Jay Dee		Marra		Ric Man	
BID ITEM #	BID ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
General Conditions													
1	Mobilization, 5% of Subtotal	1	LS	\$ 227,000	\$ 227,000.00	\$ 223,873	\$ 223,873.00	\$ 325,000	\$ 325,000.00	\$ 240,000	\$ 240,000.00	\$ 440,000	\$ 440,000.00
2	Permit Fees Allowance	1	LS	\$ 5,000	\$ 5,000.00	\$ 5,000	\$ 5,000.00	\$ 5,000	\$ 5,000.00	\$ 5,000	\$ 5,000.00	\$ 5,000	\$ 5,000.00
3	Pre and Post Construction Ground Surface Videos	1	LS	\$ 15,000	\$ 15,000.00	\$ 7,764	\$ 7,764.00	\$ 20,000	\$ 20,000.00	\$ 55,000	\$ 55,000.00	\$ 5,000	\$ 5,000.00
4	Maintenance of Traffic	1	LS	\$ 50,000	\$ 50,000.00	\$ 159,318	\$ 159,318.00	\$ 100,000	\$ 100,000.00	\$ 200,000	\$ 200,000.00	\$ 100,000	\$ 100,000.00
5	Temporary Project Laydown	1	LS	\$ 145,000	\$ 145,000.00	\$ 190,378	\$ 190,378.00	\$ 675,000	\$ 675,000.00	\$ 150,000	\$ 150,000.00	\$ 225,000	\$ 225,000.00
6	SESC Controls Installation and Maintenance	1	LS	\$ 25,000	\$ 25,000.00	\$ 44,643	\$ 44,643.00	\$ 100,000	\$ 100,000.00	\$ 150,000	\$ 150,000.00	\$ 49,000	\$ 49,000.00
Culvert Rehabilitation													
7	Culvert Cleaning and Sediment Disposal	300	TON	\$ 260	\$ 78,000.00	\$ 1,223	\$ 366,900.00	\$ 400	\$ 120,000.00	\$ 500	\$ 150,000.00	\$ 250	\$ 75,000.00
8	Tree Removal and Brush Clearing	1	LS	\$ 50,000	\$ 50,000.00	\$ 97,050	\$ 97,050.00	\$ 75,000	\$ 75,000.00	\$ 75,000	\$ 75,000.00	\$ 28,000	\$ 28,000.00
9	Removal, Existing Riprap and Concrete Headwall	1	LS	\$ 49,000	\$ 49,000.00	\$ 84,589	\$ 84,589.00	\$ 400,000	\$ 400,000.00	\$ 100,000	\$ 100,000.00	\$ 300,000	\$ 300,000.00
10	Slip Liner Installation	1,200	LF	\$ 1,910	\$ 2,292,000.00	\$ 2,837	\$ 3,404,400.00	\$ 1,900	\$ 2,280,000.00	\$ 2,250	\$ 2,700,000.00	\$ 3,720	\$ 4,464,000.00
	O Hobas O Channline			Hobas		Hobas		Hobas		Channeline		Hobas	
11	Temporary Flow Diversion	1	LS	\$ 176,000	\$ 176,000.00	\$ 177,758	\$ 177,758.00	\$ 400,000	\$ 400,000.00	\$ 515,000	\$ 515,000.00	\$ 550,000	\$ 550,000.00
12	Upstream Headwall	1	LS	\$ 356,000	\$ 356,000.00	\$ 458,301	\$ 458,301.00	\$ 700,000	\$ 700,000.00	\$ 450,000	\$ 450,000.00	\$ 1,019,000	\$ 1,019,000.00
13	Downstream Headwall	1	LS	\$ 320,000	\$ 320,000.00	\$ 407,874	\$ 407,874.00	\$ 700,000	\$ 700,000.00	\$ 415,000	\$ 415,000.00	\$ 937,000	\$ 937,000.00
14	Raise Downstream Water Manhole	1	EA	\$ 3,200	\$ 3,200.00	\$ 10,094	\$ 10,094.00	\$ 12,500	\$ 12,500.00	\$ 25,000	\$ 25,000.00	\$ 10,400	\$ 10,400.00
15A	New Downstream Storm Manhole	2	EA	\$ 20,000	\$ 40,000.00	\$ 24,154	\$ 48,308.00	\$ 25,000	\$ 50,000.00	\$ 35,000	\$ 70,000.00	\$ 27,500	\$ 55,000.00
15B	New Upstream Storm Manhole	2	EA	\$ 20,000	\$ 40,000.00	\$ 24,154	\$ 48,308.00	\$ 25,000	\$ 50,000.00	\$ 35,000	\$ 70,000.00	\$ 24,200	\$ 48,400.00
16	Storm Sewer Tie-In Connections	1	EA	\$ 13,500	\$ 13,500.00	\$ 44,698	\$ 44,698.00	\$ 25,000	\$ 25,000.00	\$ 15,000	\$ 15,000.00	\$ 14,800	\$ 14,800.00
17A	UV-CIPP Lining, 18" Storm Blind Tie	30	LFT	\$ 640	\$ 19,200.00	\$ 816	\$ 24,480.00	\$ 850	\$ 25,500.00	\$ 830	\$ 24,900.00	\$ 525	\$ 15,750.00
17B	UV-CIPP Lining, 18" Storm	64	LFT	\$ 350	\$ 22,400.00	\$ 428	\$ 27,392.00	\$ 525	\$ 33,600.00	\$ 400	\$ 25,600.00	\$ 275	\$ 17,600.00
17C	UV-CIPP Lining, 15" Storm	36	LFT	\$ 475	\$ 17,100.00	\$ 622	\$ 22,392.00	\$ 750	\$ 27,000.00	\$ 638	\$ 22,968.00	\$ 400	\$ 14,400.00
18	Channelizing Blocks	55	LFT	\$ 2,100	\$ 115,500.00	\$ 2,718	\$ 149,490.00	\$ 2,700	\$ 148,500.00	\$ 1,000	\$ 55,000.00	\$ 600	\$ 33,000.00
19	Upstream Bank Modification and Restoration	1	LS	\$ 130,000	\$ 130,000.00	\$ 192,159	\$ 192,159.00	\$ 80,000	\$ 80,000.00	\$ 100,000	\$ 100,000.00	\$ 175,000	\$ 175,000.00
20	Downstream Bank Modification and Restoration	1	LS	\$ 100,000	\$ 100,000.00	\$ 100,249	\$ 100,249.00	\$ 80,000	\$ 80,000.00	\$ 100,000	\$ 100,000.00	\$ 163,000	\$ 163,000.00
21	General Site Restoration	1	LS	\$ 55,000	\$ 55,000.00	\$ 27,951	\$ 27,951.00	\$ 252,000	\$ 252,000.00	\$ 100,000	\$ 100,000.00	\$ 94,000	\$ 94,000.00
22	Culvert Chemical Grouting	200	GAL	\$ 775	\$ 155,000.00	\$ 148	\$ 29,600.00	\$ 500	\$ 100,000.00	\$ 100	\$ 20,000.00	\$ 754	\$ 150,800.00
				DVM Total	\$ 4,498,900.00	Inland Waters Total	\$ 6,352,969.00	Jay Dee Total	\$ 6,784,100.00	Marra Total	\$ 5,833,468.00	Ric Man Total	\$ 8,989,150.00

Caddell Drain - 9 Mile & Drake
7/28/2026

	Project Costs
1) Facility Acquisition	
a Construction Cost	\$ 4,538,080
Subtotal Facility Acquisition	\$ 4,538,080
2) Engineering Consultants	
a Prelim. Engineering (Study) and Design Phase Services	\$ 179,000
b Construction Phase Services Incl. Materials Testing	\$ 332,535
c Scheduling Consultant	\$ -
d Additional Special Services - Observation	\$ 291,016
Subtotal Engineering Consultants	\$ 803,000
3) Project Financing & Legal	
a Project Insurance	\$ -
b Bond Issuance (Legal)	\$ -
c Bond Issuance (Financial Consultant)	\$ -
d Wetland Mitigation	\$ -
Subtotal Project Financing & Legal	\$ -
3) Right of Way	
a Easement Fees	\$ 20,000
b Legal Fees	\$ 8,000
c Permits	\$ -
d County Services	\$ 18,030
Subtotal Right of Way	\$ 46,000
4) Exclusive County Services	
a Administration	\$ 27,586
b Engineering	\$ 113,195
c Inspection	\$ -
d Survey	\$ 7,801
e O&M Startup	\$ 2,258
Subtotal Exclusive County Services	\$ 151,000
8) Project Subtotal	\$ 5,538,000
9) Project Contingency (10%)	\$ 554,000
10) Total Project Cost	\$ 6,092,000

I hereby certify the period of usefulness of these facilities to be 50 years and upwards.

By: 
 David Wirth, P.E.
 Project Engineer

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

**THE AGREEMENT
SECTION 00 52 00**

This **AGREEMENT**, hereinafter referenced as "Agreement" or "Contract", is made and entered into this _____ day of _____, 20____ by and between the **County of Oakland** whose address is 1200 North Telegraph Road, Pontiac, MI 48341 by and through its **Water Resources Commissioner, County Agency for the County of Oakland** pursuant to Public Act 342 of the Public Acts of 1939, as amended, hereinafter called the "Owner", and D.V.M. Utilities, Inc., a (Michigan Corporation/~~Limited Liability Company/Partnership~~) whose address is 6041 Sims Drive, Suite 2 Sterling Heights, MI 48313, Michigan, hereinafter referred to as "Contractor". In this Contract, either the Owner and/or the Contractor may also be referred to individually as a "Party" or jointly as "Parties."

WITNESSETH

WHEREAS, the Owner and the Contractor, for the considerations hereinafter named, agree as follows:

1. THE WORK

- A. Contractor shall perform and complete each and every one of the obligations required by the Contract Documents, including, without limitation, furnishing all labor, materials, goods, services and equipment necessary to complete the Project in strict accordance with the Contract Documents. The Contractor shall perform all Work shown and called for on the Drawings and described in the Specifications entitled **Caddell Drain Rehabilitation Project**, prepared by NTH Consultants, Ltd., who is the Engineer. Contractor acknowledges that there may be items of Work for which the Contractor is responsible to furnish or perform under the Contract Documents that are not shown or specified in the Contract Documents but are necessary for the proper execution, operation and completion of the Work and which are reasonably inferable from the Contract Documents and/or which are required to achieve a fully functional Project. Contractor shall provide all such items of Work as part of the Work without delay in its progress and without any increase in the Contract Times or Contract Price. The Contract Documents are defined in the General Conditions. Terms used in this Agreement shall have the same meaning as those terms defined and used in the General Conditions, which are attached hereto and incorporated herein by reference as if fully restated herein. The priority of Contract Documents is set forth in Article 1 of the General Conditions.

- B. In order to induce the Owner to enter into this Agreement, the Contractor makes the following material representations:
 - 1) Contractor has carefully considered all material aspects of the Contract Documents, Work, the Contract Drawings, locality, access routes, availability of materials, and all local conditions and federal, state, local laws and regulations that may affect the cost, progress, performance, or furnishing of the Work;
 - 2) Contractor has carefully studied the Project, all real property encompassing and surrounding the Project, all reports of investigations and tests of subsurface and latent physical conditions at the Project or otherwise affecting the cost, progress or performance of the Work;
 - 3) Contractor has made or caused to be made all examinations, analyses, schedules, investigations and tests, borings and studies as it deems necessary

for the performance of the Work for the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, borings, reports or similar data are required by Contractor for such purposes;

- 4) Contractor acknowledges and agrees that the Contract Times and Contract Price are sufficient in all respects to allow the Contractor to complete the Work in strict accordance with the Contract Documents, including any work inferred therefrom;
- 5) Contractor has given Engineer written notice of all conflicts, errors, omissions and/or discrepancies that it has discovered, or reasonably should have discovered, in the Contract Documents and the written resolution thereof by Engineer, is acceptable to Contractor;
- 6) Contractor acknowledges that the Work, construction, reconstruction, and services will occur during all seasons of the year, including winter and wet weather months and under winter and wet weather conditions; notwithstanding these conditions, Contractor acknowledges that it has informed itself of the weather history of the area of the Site, including without limitation, conditions documented by N.O.A.A. for a 100-year history, and agrees to complete the Work and the Project within the Contract Times without exceeding the Contract Price; and
- 7) Contractor's Proposal is true and accurate in all respects and includes all Work necessary to complete the Project within the Contract Times and without exceeding the Contract Price.

2. THE TIME

- A. Contractor shall be prepared to begin the Work within 10 consecutive calendar days of the execution of the Agreement. Notwithstanding anything to the contrary herein, the Contractor shall not begin the Work unless and until the Owner issues a written notice to proceed ("Notice to Proceed"). The above requirement shall not constitute a representation or guarantee of the date that Owner will issue a Notice to Proceed. Owner shall have 30 calendar days following the execution of this Agreement to issue the Notice to Proceed, during which time the Contractor shall not be entitled to any increase in or change to the Contract Times or Contract Price. The Parties agree the Contract Times are considered essential elements of the Contract Documents.
- B. Contractor agrees to achieve Substantial Completion of the Work within 305 calendar days of the Notice to Proceed and Final Completion of the Work within 365 calendar days of the Notice to Proceed. Specific interim completion deadlines are addressed in the Contract Documents.
- C. If the Contractor is delayed by a Force Majeure Event, as defined in the Contract Documents, and if such delay affects the Critical Path, then only the approved Schedule and the Contract Times shall be adjusted, subject to and in strict conformance with the requirements of the Contract Documents, and only to the extent necessary to address such delay (but the total extension of all Critical Path Activities may not exceed the period of time required by the Contractor, using its best efforts, to mitigate the effect of

the delay). An extension of time shall be the Contractor's sole remedy for any delay caused by a Force Majeure Event. The Contractor shall use its best efforts to mitigate the effects of any delay, whether or not it is caused by a Force Majeure Event. Such best efforts shall not include the obligation to accelerate the Work. Acceleration of the Work is addressed separately in the Contract Documents.

- D. Immediately upon (and not more than 24 hours following the commencement of) the occurrence of a Force Majeure Event, the Contractor shall notify the Owner and Engineer in writing, setting forth the cause of the delay, a description of the portions of the Work affected, and additional relevant details. Contractor's failure to submit the notice of Force Majeure Event required herein shall constitute a waiver of any claim for an extension of time by the Contractor. In the case of a continuing delay caused by a Force Majeure Event, only one notice is necessary.
- E. No adjustments shall be made to the Schedule for any suspension, delay or interruption (i) to the extent that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor, (ii) to the extent the delay could have been mitigated by the Contractor, or (iii) for which an equitable adjustment is provided or excluded under any other provision of the Contract Documents. The Owner's exercise of any of its rights under the Contract Documents or the Owner's requirement of correction or re-execution of any Defective Work shall not, under any circumstances, be construed as interference with the Contractor's performance of the Work.
- F. The remedies provided in Article 2 of this Agreement and the General Conditions, respectively, shall be the sole and exclusive remedies (in lieu of all other remedies whatsoever) of the Contractor for any delay, interference, or hindrances in the performance of the Work, loss of productivity, impact damages and similar claims and damages, whether or not contemplated by the Parties. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any delay, including, without limitation, all direct costs, indirect costs, overhead costs (including field or home office overhead, using Eichleay formula or otherwise), taxes, interest, general and administrative expenses, profit and all effects, direct, indirect and consequential resulting from the delay including acceleration[(actual or constructive), hindrance, disruption, interference, diminished bonding capacity, loss of productivity, impairment, manpower inefficiencies, lost opportunity, and "ripple effects", impact damages or other similar remuneration (collectively "Delay Damages"). Except only for time extensions for a delay caused by a Force Majeure Event and as specifically provided in the Contract Documents, or for specified recoverable costs in cases of an Owner Delay (as that term is defined in the Contract Documents), the Contractor hereby expressly waives, covenants and agrees not to assert any claims against the Owner for Delay Damages which it or any Subcontractor or Supplier may incur as a result of any of the foregoing causes, delays, interferences, suspensions, rescheduling, changes in sequences, congestion, disruptions, or the like arising from, out of or in connection with any Force Majeure Event or any act or omission of the Owner, its representatives or agents, it being understood and agreed that their sole and exclusive remedies shall be those set forth herein and the Contract Documents.

3. LIQUIDATED DAMAGES

- A. The Contractor and the Owner agree that all time limits stated in the Contract Documents are essential conditions of the Contract Documents, and the Contractor's performance (strictly, not substantially) in accordance with the Schedule is the essence of this Agreement and therefore are material terms.
- B. The Contractor acknowledges and recognizes that:
- 1) the Owner is entitled to full and beneficial use of the completed Work following expiration of the Contract Times, and
 - 2) the Owner has scheduled the commencement of its activities based upon the Contractor achieving certain Work by intermediate milestones dates and Substantial and Final Completion of all of the Work within the Contract Times.
- C. The Contractor further acknowledges and agrees that if the Contractor fails to complete certain Work by specified milestone dates and/or fails to achieve Substantial Completion or Final Completion of any portion of the Work within the Contract Times, Owner will sustain extensive damages and serious loss as a result of such failures that may be difficult to calculate. Accordingly, Owner and Contractor agree the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the sum of Two Thousand Dollars (\$2,000) per day following the expiration of the date of Substantial Completion under the Contract Times and continuing until such actual date of Substantial Completion of the Work. In addition, Owner and Contractor agree the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the sum of Five Hundred Dollars (\$500) per day commencing upon the day following the expiration of the date of Final Completion under the Contract Times and continuing until such actual date of Final Completion of the Work. Liquidated damages in the amount as stated above also shall apply to any failure to open a road on time.
- D. Because of the impracticality and difficulty of ascertaining and calculating the Owner's actual damages, such liquidated damages are hereby agreed to be a reasonable pre-estimate of and reasonable just compensation for the damages the Owner will incur as a result of the delayed completion of the Work. The Owner may deduct liquidated damages from any unpaid amounts then and thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner by the date specified by the Owner, but in no event less than fourteen (14) days from the date of the Owner's demand. Interest shall begin to accrue on the date such liquidated damages are due until paid and shall thereafter accrue at seven percent (7%) per annum. The Contractor and Owner agree that the foregoing liquidated damages are intended to compensate Owner only for damages due to the late delivery of the Work and not for any damages that Owner may suffer as a result of other Contractor defaults. Contractor's payment (or deduction) of liquidated damages shall in no way restrict or limit the Owner's ability to recover (or the Contractor's liability for) damages suffered or incurred by the Owner as a result of Contractor's defaults unrelated to the late delivery of the Work under the Contract Documents.

4. ASSIGNMENT OF CONTRACT

Contractor agrees that it shall not assign or transfer this Contract except with the Owner's written consent. Contractor shall not assign either legally or equitably, any of the monies payable to it under this Agreement, or its claim thereto, except with the written consent of the Owner. The Owner may withhold such consent in the Owner's sole and absolute discretion.

5. THE CONTRACT PRICE

- A. The Contract Price shall be the total of all lump sum amounts together with any Unit Price amounts based on the initial estimated quantities identified in the Contractor's Proposal.
- B. The Contract Price shall be increased as a result of changes in scope and actual quantity determinations as provided under the provisions of the Contract Documents and reduced by such sums as the Owner may lawfully deduct and retain, including without limitation, liquidated damages under the provisions of Article III of this Agreement.
- C. Upon completion of the Work, Owner will issue a Change Order adjusting the Unit Price quantities to reflect the actual quantities of the Work performed under the Contract Documents and adjusting the total Contract Price accordingly. Progress payments shall be made in accordance with the provisions of Article 4.

6. PAYMENT PROCEDURES

- A. Schedule of Values
 - 1) Within ten (10) calendar days of the Notice to Proceed, Contractor shall prepare and submit to the Engineer, a schedule of values for all of the Work ("Schedule of Values") which includes quantities and prices of items which, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as a basis for determining the proper amount of progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. The Schedule of Values shall conform to all requirements of the Contract Documents. Upon completing its review, the Engineer will return the Schedule of Values to Contractor identifying any exceptions to the form or content of the proposed Schedule of Values. Contractor promptly shall revise and resubmit the Schedule of Values to address any exceptions noted by the Engineer. As the Work progresses, Contractor shall modify the Schedule of Values to include any credits or approved change orders, or as otherwise required or allowed by the Engineer. Contractor will modify the Schedule of Values to conform to any requirements requested by the Engineer regardless of whether Contractor agrees or disagrees with the requested modification. Contractor shall incorporate the Schedule of Values into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the quantities completed.

B. Applications for Payments

- 1) Pursuant to the Construction Contract Retainage Act, Act No. 524, Michigan Public Acts of 1980, as amended, MCL 125.1561 et seq., the Owner hereby designates the Engineer as the person to whom Applications for Payment shall be submitted. The Contractor hereby designates Karl J Bates III, Director as the person who will submit Applications for Payment to the Owner.
- 2) No payment will be made for materials furnished which are not incorporated in the finished Work, unless otherwise agreed by the Owner in writing. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored and secured at the Site or at another location agreed to in writing, the Application for Payment also shall be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
- 3) Materials that may be considered for payment as stored material must be located on Owner's property and/or within the State of Michigan. Contractor also must submit the request for payment for stored materials to Owner at the same time that the Schedule of Values is submitted to the Engineer.
- 4) Materials that are not eligible for payment as stored materials include the following:
 - a) Perishable materials (example: cement, epoxy, etc.).
 - b) Electronic hardware and/or software.
 - c) Raw materials (un-fabricated steel, piping, etc.).
 - d) Materials to be incorporated into the work in less than 30 days or beyond 180 days.
 - e) Contractor's equipment (formwork, shoring, etc.).
- 5) As an aid to the Owner in evaluating estimates for progress payments, the Contractor may be required to submit to the Owner for approval a breakdown of some or all contract unit prices into their essential component parts. The sum of the component parts shall not exceed the total Contract Price on a per unit basis as established in the Proposal.
- 6) Each month, following the Notice to Proceed, Contractor shall prepare and submit to Engineer for review a draft Application for Payment using AIA Documents G-702 and G-703 or such other forms as the Owner may allow, which shall be certified with a reference to the Federal False Claims Act. The Application for Payment shall reflect all Work completed since the prior

Application (if any) and shall meet all other requirements of the Contract Documents. Each Application for Payment must strictly comply with and include all of the following: (1) a notarized Contractor's Declaration (on a form provided by the Owner) declaring that it has not performed any Work, furnished any material, sustained any loss, damage or delay, for any reasons, including soil conditions encountered or created, or otherwise done anything for which it will ask, demand, sue for, or claim compensation from the Owner other than as indicated on the Contractor's Declaration; (2) receipts or other vouchers showing Contractor's payments for materials and labor, including payments to Subcontractors; (3) a current, properly completed notarized Sworn Statement, on the Michigan statutory form, listing each Subcontractor, supplier and laborer having a contract with the Contractor in the current aggregate amount (including adjustments that have been issued as of that date) (Owner reserves the right to require Sworn Statements from Contractor's Subcontractors); (4) Partial Unconditional Lien Waivers and Releases in the form provided by Owner from each subcontractor, supplier and labor identified on Contractor's Sworn Statement, or Subcontractor's Sworn Statement, if requested; (5) written consent of the Contractor's surety; (6) a copy of the then current Project Schedule Update as returned by Engineer with "No Exceptions"; (7) certified payroll reports if, when and as required by Michigan law, and in a form reasonably acceptable to the Owner; (8) Daily Reports for each day covered by the time period relating to the Application for Payment and in the form required by the Contract Documents; and (9) such other evidence requested by Owner to satisfy Owner that the Work for which payment is requested has been completed in conformance with the Contract Documents, and that all amounts which have previously been paid for Work performed have been properly distributed to the various Subcontractors, Sub-Subcontractors, laborer and suppliers. The Contractor's failure to include the documents and information set forth in items (1) through (9) above shall render the Contractor's Application for Payment as invalid and of no effect, until such time as all the Contract requirements for making the application are fully complied with by the Contractor.

- 7) Each month, Contractor, Owner and Engineer shall meet to review and discuss Contractor's draft Application. Contractor is responsible for submitting the draft Application and scheduling the monthly pay application meeting. Following this meeting, the Contractor shall revise its draft Application for Payment in accordance with the comments of the Owner and Engineer.
- 8) Contractor shall submit the revised Application for Payment to the Engineer, together with all other documents required to be submitted with an Application for Payment, covering all Work performed since the proceeding Application for Payment (if any). Contractor must timely invoice for its Work. Contractor shall submit Application For Payment no later than 14 days before a scheduled meeting of the Owner's Drainage Board, if the Work is being conducted for a Drain Board.
- 9) The Application for Payment shall include all accompanying documents and approvals required by the Contract Documents. If the Contractor is not known to be in default of any of its obligations under the Contract Documents, the Application for Payment will be certified and presented by the Engineer to the

Owner with a recommendation for approval of the payment. If the Application is untimely, incomplete, incorrect, fails to include the required documentation, schedules, or certifications, or otherwise fails to conform to the requirements of the Contract Documents, it will not be submitted for approval by the Owner.

C. Payment Dates

- 1) Owner shall pay the Application for Payment within one of the following time periods, whichever is later, as provided by MCL 125.1562(3):
 - a) Thirty (30) days after the Engineer has certified the Application for Payment for payment.
 - b) Fifteen (15) days after the Owner has received the funds from the applicable department or agency of the federal or state government providing financing for the Project, if any funds are to come from either of those sources.
 - c) Fifteen (15) days following the scheduled Drainage Board meeting and approval by the Drainage Board.
- 2) Contractor's failure to submit a complete and accurate Application for Payment acceptable to the Engineer may delay payment on the Application for Payment.

D. Conditions of Payment

- 1) The Owner's payment (partial or final) shall not be considered as approval or acceptance of the Work or any portion thereof, or of the completeness or accuracy of the Application for Payment.
- 2) If an estimate in an Application for Payment is found to be excessive, future estimates in pay applications shall be adjusted downward to reflect the actual completion status of the Work.

E. Withholding of Payment

- 1) The Owner may withhold payment or, because of subsequently discovered evidence or subsequent review of the Work or the Contractor's Applications for Payment, invoice detail and/or submittals, may nullify the whole or any part of any payment previously made, to such extent as may be necessary in its opinion to protect the Owner from loss or expense due to any of the following:
 - a) The Contractor fails to properly respond to notices issued by the Owner pursuant to the Contract Documents;
 - b) The Contractor is in default of any of its obligations under this Agreement or under any of the Contract Documents, and/or is otherwise in default of any other agreement or contract with the Owner, whether or not related to this Contract;

**THE AGREEMENT
SECTION 00 52 00**

- c) Any part of such payment that is attributable to Work which is Defective, as determined by the Engineer; provided, however, such payment shall be made as to the part thereof attributable to Work which is performed in accordance with the Drawings and Specifications and is not Defective, reserving, however, such amount as the Engineer shall determine necessary to protect the Owner with respect to Defective Work;
 - d) The Contractor has failed, within ten (10) calendar days of receipt of payment from Owner, to make payments not in dispute promptly to Contractor's subcontractors, sub-subcontractors, laborers or suppliers or for material, labor or services used in the Work; Contractor promptly shall notify Owner if any such dispute exists;
 - e) Any part of such payment is attributable to Work that the Owner has been notified of a claim or dispute or has received reasonable evidence indicating the existence of such a claim or dispute, unless the Contractor provides reasonable evidence of its ability to resolve the dispute and pay any amount owed;
 - f) The Owner has a reasonable belief the Work will not be completed within the Contract Times established under the Contract Documents;
 - g) The Owner reasonably believes that the portion of the Contract Price then remaining unpaid will not be sufficient to pay for Work not completed to date or to complete the Work in accordance with the Contract Documents;
 - h) An Application for Payment is not in the exact form required by the Contract Documents;
 - i) The Contractor has failed to submit and obtain approval for a Schedule, Schedule update, make up schedule or other documents required in the Contract Documents required for a complete and valid Application for Payment;
 - j) The Contractor's Payment and/or Performance Bond Surety provides Owner with a notice to withhold further funds according to the terms of the Surety Bonds and/or indemnity agreement with the Contractor;
 - k) At the written direction of Contractor's bond company; and
 - l) The Owner is otherwise entitled to a setoff against the Contractor.
- 2) If the Owner elects to withhold a portion of a payment otherwise due to the Contractor for any of the reasons identified above, the Owner shall submit a written statement to Contractor describing the disputed items and shall have the right to require the Contractor to prepare and submit to the Owner a revised Application For Payment, as directed by the Owner, to facilitate payment of the undisputed amount, if any, otherwise due to the Contractor. Alternatively, the

Owner shall have the right (but not the obligation) to revise the Contractor's Application for Payment to show the amount withheld by the Owner.

- 3) Whenever the Owner reasonably determines, after notice to the Contractor, that there is a basis for concern that payments properly owing to any subcontractor, supplier, surety, or laborer are not being made on a timely basis, the Owner may elect, but shall not be obligated to make, payments to the joint order of the Contractor and such subcontractor, supplier, or laborer, with any such payments satisfying any payment obligation otherwise owing by the Owner to the Contractor. Alternatively, the Owner may, but is under no obligation to make, direct payment to any subcontractor, supplier, or laborer of the Contractor, and such amounts directly paid shall otherwise satisfy any payment obligation owing by the Owner to the Contractor for the Work. The Owner's option to withhold payment from the Contractor, or to make joint payments or direct payments shall not create an intended third beneficiary relationship with any other person or entity, it being agreed and understood the Owner has the right to withhold payment, or to make such joint and direct payments but is not otherwise obligated (nor may it be compelled) to make such joint and/or direct payments.
- 4) The Owner also may elect at any time to require payments be made through a construction escrow, in which event the Contractor shall supply all customary forms and indemnities as may be required to satisfy the conditions to disbursement established by the applicable escrow agent.

F. Retainage from Payments

- 1) Each payment from the Owner to Contractor shall cover the amount due to the Contractor for Work completed through the date of the Application for Payment; provided, however, retainage in the amount of ten percent (10%) of each payment made or due from the Owner to the Contractor ("Retainage") shall be withheld from each payment until the Work on the Project is fifty percent (50%) complete as determined by the dollar amount of approved Applications for Payment. No further Retainage will be withheld once the Work is 50% complete unless the Owner determines that the Contractor is not making satisfactory progress, or for other specific cause relating to the Contractor's performance under the Contract. Retainage shall be withheld in compliance with MCL 125.1563. The provisions of MCL 125.1563 shall govern over any provisions contained herein that are found to conflict with the provisions of the statute.
- 2) The Owner's right to withhold Retainage is in addition to the Owner's right to withhold payment under the Contract Documents to protect the Owner from specific identified problems and claims and other costs for which the Contractor is responsible. The Owner is not required to use Retainage amounts to protect the Owner from the costs and liability arising from claims and other problems caused by the Contractor or for which Owner may make deductions under the Contract Documents.
- 3) The Owner shall have the right, but not the obligation, to release Retainage related to a subcontractor who achieves Final Completion of its subcontracted portion of the Work under the subcontract substantially earlier than Final

Completion of the entire Work, but only upon the written recommendation of the Contractor that such Retainage should be released. This option is entirely discretionary and shall create no obligation for the Owner, nor is this option intended to create any benefit to third parties.

- 4) At the time of Substantial Completion of the Work, the Contractor may make written application for a partial release of Retainage held by the Owner. The Owner shall have no obligation to approve such application but may do so in its sole discretion. Should the Owner agree to such request, considering the Contractor's performance, the performance of Contractor's subcontractors, and other factors as determined by the Owner in its sole and absolute discretion, the amount retained to the date of the request may be reduced by the Owner to a lower lump sum amount. The Owner's agreement to such partial release of Retainage shall not change the percentage retained from future Applications for Payments, if any, after the date of the partial release, if Owner has elected to continue withholding Retainage from Contractor's Applications for Payment.
- 5) All retained amounts and interest earned on retainage not otherwise disbursed will be paid with Contractor's Final Payment. Contractor shall provide Owner with consent from the Surety for any release of retention. In the event of a dispute as described in MCL 125.1564(3), the parties shall abide by the provisions of said statute and agree to submit the dispute to the Engineer to determine the rights of the parties to retained funds and interest earned thereon. The Engineer shall follow the dispute resolution process provided in the statute and its decision shall comport with the requirements therein. This dispute resolution process is not intended to alter, abrogate, or limit any rights with respect to remedies that are available to enforce or compel performance of the terms of the Contract by either party.

7. FINAL PAYMENT – FINAL ACCEPTANCE

- A. Neither Final Payment nor any remaining Retainage shall become due until the Contractor has completed all of the Work on the Project, including any Punch List items, as acknowledged by Owner and Engineer, Owner has issued written acknowledgement of Final Completion, and Contractor has completed and/or submitted to the Owner all of the following: (1) an affidavit in the form approved in the Michigan Construction Lien Act that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied; (2) consent of all sureties to Final Payment; (3) final record Drawings, including record Drawings marked by the Contractor with record information set forth in the Contract Documents and the Contractor's coordination drawings; (4) the final versions of all manufacturers' warranties; (5) a final sworn statement from the Contractor in the form set forth in the Michigan Construction Lien Act duly executed and notarized showing all of Contractor's subcontractors, suppliers and laborers to be fully paid; (6) Full Unconditional Lien Waivers and Releases in the form provided by Owner from all subcontractors, suppliers and laborers identified on the final Sworn Statements submitted by Contractor and Subcontractors, if required; (7) releases of all required permits; and (8) all other conditions set forth in the Contract Documents.

- B. The Contractor shall submit an Application for Final Payment when all Work is finally complete in accordance with the Contractor's obligations under the Contract Documents. The Contractor's Application for Final Payment shall include a request for payment of the Retainage held by the Owner, if Retainage otherwise has not been released at an earlier point in time.
- C. Final Acceptance will have occurred after Owner has authorized Final Payment to the Contractor. The date of the Owner's authorization of Final Payment shall be the date of Final Acceptance.
- D. Contractor's Application for Final Payment shall itemize all timely asserted claims and disputed amounts that remain unresolved at the time of submission. All claims or disputed amounts shall include the designation of the amount that remains in dispute and a reference by date and correspondence number to the specific Notice of Claim and substantiation of the claim submitted by the Contractor in accordance with the Contract Documents. The Final Application for Payment shall indicate only the amount that remains in dispute for each disputed claim and shall not include original claim amounts where a portion of the claim or disputed amount has been resolved.
- E. The acceptance of the Final Payment (in whole or in part) by the Contractor shall constitute a full and final release of Owner and waiver of all claims against the Owner arising out of or in connection with the Project and/or Contract Documents, except only those specific claims of the Contractor timely made in writing as required by the Contract Documents and itemized in the attachment to Contractor's Final Application for Payment. Notwithstanding anything to the contrary herein, the Contractor's written itemization of reserved claims may not revive claims which were waived by Contractor as a result of its failure to timely assert such claims accordance with the Contract Documents.

8. DISPUTE RESOLUTION

- A. Notwithstanding anything to the contrary herein, and assuming the Parties have completed the Disputed Work procedure in the General Conditions, any remaining unresolved claims by the Contractor against the Owner or the Owner against the Contractor first shall be resolved through a meeting between the Contractor's highest officer familiar with the Project and the Owner's highest level staff member, and such meeting shall occur no earlier than thirty (30) days after Final Completion. At the Owner's option, this meeting may be conducted by a facilitator mutually acceptable to the Parties, or, in the event the Parties are unable to agree on a facilitator, the Parties shall select a facilitator according to the American Arbitration Association Construction Industry Rules for Mediation. The meeting between the Contractor's highest officer and the Owner's highest official is a condition precedent to the Contractor initiating litigation or demanding arbitration (if elected by the Owner).
- B. In the sole and absolute discretion of the Owner, the Owner may elect to arbitrate claims, and thereafter all claims, disputes and other matters in question arising out of or relating to Contract Documents and/or the Project, shall be decided by arbitration. If elected by the Owner, such arbitration shall be administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) shall be final and binding and shall be entered in any

- Court having jurisdiction thereof. The arbitration shall be conducted in Oakland County, Michigan. The Owner may, but is not obligated to, require the Contractor to join any of the Contractor's subcontractors and/or suppliers to the arbitration, and the Contractor shall insure its contracts with each of its subcontractors and suppliers include the right to join other parties to arbitration. Contractor shall have no right to join subcontractors to the arbitration and subcontractors shall not intervene in the arbitration unless joinder is requested by the Owner.
- C. In the event the Owner does not elect arbitration, any and all disputes shall be resolved by litigation in Oakland County, Michigan, it being agreed the Contractor conducts business in Oakland County, Michigan and the Contractor waives any claim that venue is improper in Oakland County, Michigan.
- D. Notwithstanding anything to the contrary herein, to the fullest extent permitted by law, the Owner's total liability to the Contractor in any action, proceeding, arbitration or judgment shall not exceed the Contract Price adjusted in accordance with the Contract Documents. Contractor waives any and all claims for damages in excess of the Contract Price. Further, in no event shall Owner, or any director, officer, employee, agent, successor or assign of the Owner, be liable to Contractor, or anyone claiming through or related to Contractor, whether based on contract, tort, negligence, warranty, indemnity, strict liability, delay, error or omission, other otherwise, for any consequential, special, incidental, indirect, punitive, exemplary or multiple damage or damages arising from or in connection with loss of use or loss of revenue or profit, actual or anticipated, increased expense of manufacturing or operation, loss of bonding capacity, or cost of capitals, and the Contractor hereby releases Owner, and any director, officer, employee, agent, successor or assign of the Owner, from all such liability. Any action resulting from any alleged breach of contract or claim of negligence of the Owner must be commenced within one year of the date of Substantial Completion (and documented as required by the Contract Documents) or the Contractor will be deemed to have irrevocably waived any such cause of action.
- E. The pendency or possibility of a dispute between the Owner and Contractor shall not interfere with the progress of the Work by Contractor, nor shall the Contractor be permitted to suspend the Work, slow the performance of the Work, and/or terminate the Work except as specifically provided for in the Contract Documents.
- F. The parties acknowledge and agree that during the course of the Project, claims may arise from time to time which have a small dollar value and that it would not be an efficient use of the parties' respective resources to litigate or arbitrate each such claim individually. Therefore, notwithstanding anything to the contrary in this Article 8 or elsewhere in this Agreement, neither party shall have the right, prior to Final Completion or the earlier termination of this Agreement, to initiate arbitration proceedings or file suit, as the case may be, against the other unless the aggregate amount of such Party's claim(s) is at least two hundred thousand dollars (\$200,000.00).

9. MISCELLANEOUS

- A. The Contractor acknowledges that it has not received or relied upon any representations or warranties of any nature whatsoever from the Owner or Engineer, or their respective agents or employees, not set forth in the Contract Documents and that this Contract is

entered into solely upon the Contractor's own investigations, careful deliberations and independent business judgment.

- B. If any section, paragraph, sentence, clause or phrase of these Contract Documents shall be held invalid, the same shall not affect any other part of these Contract Documents.

10. GOVERNING LAW

This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any Party. As used in this Agreement, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.

11. CAPTIONS

The article headings or titles and/or all article numbers contained in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

12. SEVERABILITY

Each portion of this Agreement and the Contract Documents shall be deemed severable to the extent practical while maintaining the enforceability and intent of this Agreement. Any portion of this Agreement held to be unenforceable shall be severed from the Agreement with the remaining provisions continuing in full force and effect.

13. NOTICES

All notices required or permitted to be given by one Party to the other under the Contract Documents shall be in writing and sent to that Party at the address specified below by certified U.S. Mail, return receipt requested, or recognized overnight courier service, or shall be hand-delivered or transmitted by facsimile that retains a record of transmission. Notices shall be effective upon the earlier of actual receipt or two (2) business days after posting or delivery to a courier. Notices also shall be deemed to have been duly served if delivered personally in writing to the Contractor's Project Executive or other on-site representative. Either Party may change its address or designee for purposes of this Article by a written notice complying with the provisions of this Article.

If to the Contractor: D.V.M. Utilities, Inc.
Name: Karl J Bates III
Address: 6041 Sims Road, Suite 2
Sterling Heights, MI 48313
Contract Number: (248)930-8524
Email: kbates@dvmutilities.com

If to the Owner:
Name: _____
Address: _____
Contract Number: _____
Email: _____

With a copy to:
Name: _____
Address: _____
Contract Number: _____
Email: _____

14. CONTRACT SUBJECT TO ACQUISITION OF FINANCING AND EASEMENTS
(Strike if not applicable)

The Contract is executed and delivered subject to arrangements of financing and easement acquisition for the completion of the Project. If such arrangements are not completed within a reasonable time of execution of the Agreement, then either party may terminate this Agreement without liability.

WITNESS

OAKLAND COUNTY WATER RESOURCES
COMMISSIONER, COUNTY AGENCY FOR THE COUNTY
OF OAKLAND

Signature: _____

Print Name: _____

WITNESS

CONTRACTOR: D.V.M. Utilities, Inc.

Signature: _____

Print Name: _____

Title: _____

Daniel A. DiLegge

President

Karl J Bates III

Karl J Bates III

Director

Approved as to form:

Oakland County Water Resource Commissioner's Legal Counsel

**OAKLAND COUNTY WATER RESOURCES COMMISSIONER
PROJECT ASSESSMENT RECOMMENDATION FOR THE
CADELL DRAIN**

PROJECT: Caddell Drain-Nine Mile and Drake (PRJ-17877)

TOTAL PROJECT COST: \$6,092,000.00

PREVIOUS ASSESSMENTS: \$299,000.00
Construction fund FND84600

AMOUNT TO BE ASSESSED: \$5,793,000.00

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment
City of Farmington Hills	60.500%	\$ 3,504,765.00
City of Farmington	11.900%	\$ 689,367.00
City of Novi	3.800%	\$ 220,134.00
State of Michigan	18.200%	\$ 1,054,326.00
Oakland County on account of drainage to county highways	5.600%	\$ 324,408.00
Total	100.000%	\$ 5,793,000.00

*Apportionment based on Final Order of Apportionment dated 01/26/1983.

Assessment Payment Due Date: 08/31/2026

I hereby certify that the forgoing Special Assessment Roll was prepared in accordance with the directions of the Drainage Board for the Caddell Drain and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Caddell Drain

The foregoing Special Assessment Roll was approved for the Caddell Drain on _____

Jim Nash
Chairman of the Drainage Board for the Caddell Drain



CADDELL DRAIN

RESOLUTION NO. 5

At a meeting of the Caddell Drain Drainage Board, held at One Public Works Drive, Building 95W, Waterford, Michigan 48328 on Tuesday, July 28, 2026, at 2:00 p.m.:

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____
and supported by _____

WHEREAS, pursuant to petitions filed with the Oakland County Water Resources Commissioner by the City of Farmington and the City of Farmington Hills, Oakland County, Michigan, proceedings have been taken under provisions of Chapter 20 of the Michigan Drain Code, PA 40 of 1956, as amended, for the construction of improvements to the Caddell Drain, at an estimated cost of \$_____, the entire cost of which to be assessed to the public corporations benefited in accordance with the apportionment confirmed by the Drainage Board on June 23, 2026; and

WHEREAS, the Final Order of Apportionment was duly signed by the Chairperson of this Drainage Board and filed in his office on June 23, 2026; and

WHEREAS, in accordance with the confirmed apportionments, a special assessment roll, designated Special Assessment Roll for the Caddell Drain Improvement Project, has been prepared and presented to the Drainage Board on July 28, 2026, upon which special assessment roll the sum of \$_____ was spread.

NOW, THEREFORE, BE IT RESOLVED by the Caddell Drain Drainage Board, as follows:

1. That the Special Assessment Roll for the construction of the Caddell Drain Improvement Project, upon which are spread assessments aggregating the principal sum of \$_____, representing the total estimated cost of the project, be and the same is hereby approved and ordered to be filed with the Chairperson.
2. That the Chairperson shall execute the statement affixed to said roll setting forth the date of such approval.
3. That the total amount assessed against each public corporation shall be paid on or before _____, 20____, unless otherwise agreed to by the Chairperson.
4. That the Chairperson of the Drainage Board shall certify to each public corporation assessed the amount of the total assessment against it, and the due date for payment.
5. All prior resolutions and parts of prior resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED

I, the undersigned, the duly qualified and acting Chairperson of the Caddell Drain Drainage Board, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Caddell Drain Drainage Board at a meeting held on July 28, 2026, and further certify that the above Resolution was adopted at said meeting.

Jim Nash
Chairperson of the Drainage Board

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the
DRAIN: **CADDELL DRAIN (Construction Fund)**

DATE: Tuesday, July 28, 2026

SUBJECT: Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17877	FSBR	Invoice No. 41108; Legal Services	\$1,375.50			
	NTH	Invoice No. 642415; Professional Services	\$7,835.75			
				Project Total:	\$9,211.25	
				Grand Total:	\$9,211.25	

4. Acacia Park CSO Drain

AGENDA

DRAINAGE BOARD FOR THE ACACIA PARK CSO DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of June 23, 2026
4. Public Comments
5. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$108,590.01
6. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$14,953.24
7. Other business
8. Approve pro rata payment to Drainage Board members
9. Adjourn

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

June 23, 2026

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 p.m. on the 23rd day of June 2026.

The meeting was called to order by Chairperson Jim Nash.

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

Markham moved, seconded by Woodward, to approve the June 23, 2026, agenda as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Minutes of the meeting held May 26, 2026, were presented for consideration. Markham moved, seconded by Woodward, to approve the minutes as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

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

Markham moved, seconded by Woodward, to approve payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$15,147.10 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

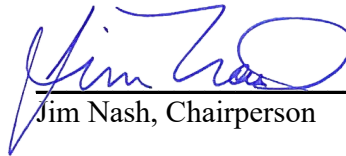
Nash moved, seconded by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Markham and Woodward.

MOTION CARRIED: Yeas – 3, Nays – 0

There being no further business, the meeting was adjourned.

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 23rd day of June 2026, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



Jim Nash, Chairperson

Dated: June 23, 2026

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

DATE: Tuesday, July 28, 2026

SUBJECT: Request for Reimbursement of the Evergreen-Farmington Fund

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
		April 2026 Storm Water Charges	\$36,196.67		JE053605	
		May 2026 Storm Water Charges	\$36,196.67		JE055387	
		June 2026 Storm Water Charges	\$36,196.67		JE056938	
				Total:	\$108,590.01	
				Grand Total:	\$108,590.01	

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

DATE: Tuesday, July 28, 2026

SUBJECT: Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17368	ICS	Invoice No. 3501; Labor (Drawing review)	\$4,824.00			
Project Total:				\$4,824.00		
17647	Sigma Associates	Invoice No. 653.000-0011172; Professional Services	\$1,596.67			TBP
Project Total:				\$1,596.67		
N/A	Haviland	Invoice No. 575682; Chemicals	\$5,635.83			
	ICS	Invoice No. 3488; PC Replacement & Labor	\$2,896.74			
Total:				\$8,532.57		
Grand Total:				\$14,953.24		

5. Birmingham CSO Drain

AGENDA

DRAINAGE BOARD FOR THE BIRMINGHAM CSO DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of June 23, 2026
4. Public Comments
5. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$120,936.48
6. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$19,935.38
7. Other business
8. Approve pro rata payment to Drainage Board members
9. Adjourn

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

June 23, 2026

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 p.m. on the 23rd day of June 2026.

The meeting was called to order by Chairperson Jim Nash.

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

Markham moved, seconded by Woodward, to approve the June 23, 2026, agenda as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Minutes of the meeting held May 26, 2026, were presented for consideration. Markham moved, seconded by Woodward, to approve the minutes as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

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

Markham moved, seconded by Woodward, to approve payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$4,556.00 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

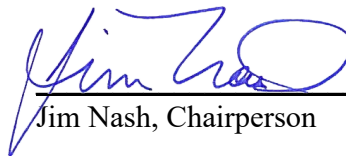
Nash moved, seconded by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Markham and Woodward.

MOTION CARRIED: Yeas – 3, Nays – 0

There being no further business, the meeting was adjourned.

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 23rd day of June 2026, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



Jim Nash, Chairperson

Dated: June 23, 2026

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

DRAIN:**BIRMINGHAM CSO DRAIN**

DATE:Tuesday, July 28, 2026

SUBJECT:Request for Reimbursement of the Evergreen-Farmington Fund

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
		April 2026 Storm Water Charges	\$40,312.16		JE053605	
		May 2026 Storm Water Charges	\$40,312.16		JE055387	
		June 2026 Storm Water Charges	\$40,312.16		JE056938	
				Project Total:	\$120,936.48	
				Grand Total:	\$120,936.48	

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

DATE: Tuesday, July 28, 2026

SUBJECT: Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17795	Fishbeck	Invoice No. 000000467821; Professional Services	\$1,139.88			
				Project Total:	\$1,139.88	
N/A	ICS	Invoice No. 3489; PC, Replacement & Labor	\$5,257.45			
	ICS	Invoice No. 3490; Labor & Expenses	\$13,538.05			
				Total:	\$18,795.50	
				Grand Total:	\$19,935.38	

6. Bloomfield Village CSO

AGENDA

DRAINAGE BOARD FOR THE BLOOMFIELD VILLAGE CSO DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of June 23, 2026
4. Public Comments
5. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$141,841.02
6. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$12,968.55
7. Other business
8. Approve pro rata payment to Drainage Board members
9. Adjourn

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

June 23, 2026

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 p.m. on the 23rd day of June 2026.

The meeting was called to order by Chairperson Jim Nash.

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

Markham moved, seconded by Woodward, to approve the June 23, 2026, agenda as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Minutes of the meeting held May 26, 2026, were presented for consideration. Markham moved, seconded by Woodward, to approve the minutes as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

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

Markham moved, seconded by Woodward, to approve payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$9,492.86 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

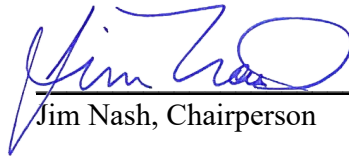
Nash moved, seconded by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Markham and Woodward.

MOTION CARRIED: Yeas – 3, Nays – 0

There being no further business, the meeting was adjourned.

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 23rd day of June 2026, 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 Bloomfield Village CSO Drain Drainage District.



Jim Nash, Chairperson

Dated: June 23, 2026

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

DRAIN:BLOOMFIELD VILLAGE CSO DRAIN

DATE:Tuesday, July 28, 2026

SUBJECT:Request for Reimbursement of the Evergreen-Farmington Fund

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
		April 2026 Storm Water Charges	\$47,280.34		JE053605	
		May 2026 Storm Water Charges	\$47,280.34		JE055387	
		June 2026 Storm Water Charges	\$47,280.34		JE056938	
				Project Total:	\$141,841.02	
				Grand Total:	\$141,841.02	

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

DATE: Tuesday, July 28, 2026

SUBJECT: Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17796	Fishbeck	Invoice No. 000000466752; Professional Services	\$2,478.00			
			Project Total:	\$2,478.00		
17872	HRC	Invoice No. 0238306; Professional Services	\$1,102.72			
			Project Total:	\$1,102.72		
13507	ICS	Invoice No. 3491; Labor	\$3,752.00			
			Project Total:	\$3,752.00		
N/A	Haviland	Invoice No. 575682; Chemicals	\$5,635.83			
			Total:	\$5,635.83		
			Grand Total:	\$12,968.55		

7. Joseph Jones Drain

AGENDA

DRAINAGE BOARD FOR THE JOSEPH JONES DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of June 23, 2026
4. Public Comments
5. Present Memorandum requesting the Board authorize the Chairperson to accept a Mission 26 grant award from the Oakland County Parks and Recreation Commission in the amount of \$28,582.00 for the purchase and installation of site amenities at the Oakland Park Stormwater Improvements Project in the City of Pontiac
6. Present Engineering Work Order No. 2 for Drummond Carpenter, PLLC for the Oakland Park Stormwater Infrastructure Improvements Project to increase the total amount of the Engineering Services Agreement by a not to exceed amount of \$9,896.00
7. Present Change Order No. 4 for Catskill Remedial Contracting Services, Inc. for construction of the Perry Park Green Infrastructure Improvements Project for a net increase in the amount of \$5,497.00 and a change in the final completion date from August 1, 2026, to August 20, 2026
8. Present Construction Estimate No. 8 for Dalco Services for construction of the Oakland Park Stormwater Improvements in the amount of \$40,000.00
9. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$5,690.85
10. Other business
11. Approve pro rata payment to Drainage Board members
12. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE JOSEPH JONES DRAIN**

June 23, 2026

A meeting of the Drainage Board for the Joseph Jones Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2 p.m. on the 23rd day of June 2026.

The meeting was called to order by Chairperson Jim Nash.

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

Markham moved, seconded by Woodward, to approve the June 23, 2026, agenda as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Minutes of the meeting held May 26, 2026, were presented for consideration. Markham moved, seconded by Woodward, to approve the minutes as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

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

Markham moved, seconded by Woodward, to approve Change Order No. 3 for Catskill Remedial Contracting Services, Inc., for construction of the Perry Park Green Infrastructure Improvements Project, with Item B stricken, resulting in a net increase of \$8,250.00 to the contract amount and an extension of the substantial completion date from July 3, 2026, to July 17, 2026, as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Markham moved, seconded by Woodward, to approve Construction Estimate No. 7 for Dalco Services for construction of the Oakland Park Stormwater Improvements in the amount of \$62,447.35 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Markham moved, seconded by Woodward, to approve payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$3,808.80 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

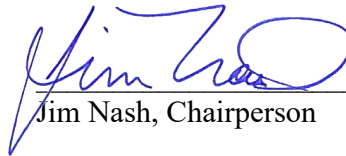
Nash moved, seconded by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Markham and Woodward.

MOTION CARRIED: Yeas – 3, Nays – 0

There being no further business, the meeting was adjourned.

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Joseph Jones Drain, Oakland County, Michigan, held on 23rd day of June 2026, 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 Joseph Jones Drain Drainage District.



Jim Nash, Chairperson

Dated: June 23, 2026

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

TO: Jim Nash, Chairperson of the Joseph Jones Drain Drainage Board

FROM: Danielle Devlin, AICP, Environmental Planner

SUBJECT: Grant Acceptance for Additional Site Amenities for the Oakland Park Stormwater Improvements Project

DATE: July 28, 2026

On December 19, 2023, this Board accepted a \$530,000 grant from American Rescue Plan Act funds administered through the Michigan Department of Environment, Great Lakes, and Energy's Clean Water State Revolving Fund program (CWSRF). These funds were intended to implement green stormwater infrastructure (GSI) improvements to the Joseph Jones Drain at Oakland Park. Located at 392 E. Montcalm Street, Oakland Park is owned and maintained by the City of Pontiac. The GSI project was designed by Drummond Carpenter, PLLC and construction was awarded to Dalco Services LLC on July 22, 2025.

The project includes a constructed wetland area to collect stormwater runoff and reduce nonpoint source pollution. As part of the project, site amenities were installed to facilitate the public interaction with the improvement. Subsequently, staff was informed that some amenities were an ineligible expense of the stormwater program. As a result, staff sought an Oakland County Parks Mission 26 Grant to fund the purchase and installation of two picnic tables, four benches, two bike racks, and a bike repair station at Oakland Park at a cost of \$28,582. The CWSRF program will fund the remaining site amenities which include an educational sign, rock ledge seating, a pet waste station, and a concrete pad with a trash receptacle.

On June 25, 2026, staff was notified that the preliminary grant award was subject to approvals from both the Parks and Recreation Commission and the Oakland County Board of Commissioners. The award fully funds the purchase and installation of the CWSRF ineligible items. Additionally, the award considers the remainder of the project costs as matching funding.

Requested Action: Authorize the Chairperson to accept a Mission 26 grant award from the Oakland County Parks and Recreation Commission in the amount of \$28,582 for the purchase and installation of site amenities at the Oakland Park Stormwater Improvements Project in the City of Pontiac.

COUNTY OF OAKLAND—PARK DEVELOPMENT AGREEMENT

JOSEPH JONES DRAIN DRAINAGE DISTRICT – OAKLAND PARK STORMWATER IMPROVEMENTS

This Agreement is between the County of Oakland, by and through, its statutory agent, the Oakland County Parks and Recreation Commission ("OCPRC") and the Joseph Jones Drain Drainage District, One Public Works Drive, Building 95 West, Waterford, MI 48328 ("Grantee").

The purpose of this Agreement is to provide funding to Grantee in exchange for the work to be performed by Grantee for the below named project. The Parties agree to the terms and conditions set forth in this Agreement.

Project Title (“Project”): Oakland Park Stormwater Improvements

Grant Amount ("Grant Amount"): Twenty Eight Thousand Five Hundred Eighty Two Dollars (\$28,582)

Grantee Match Amount ("Match Amount"): Five Hundred One Thousand Four Hundred Eighteen Dollars (**\$501,418**)

Total Project Amount: Five Hundred Thirty Thousand Dollars (\$530,000)

Start Date: Effective Date—the date the last Party to this Agreement signs the Agreement

End Date: Three years after the date the last Party to this Agreement signs the Agreement

By signing this Agreement, the below individuals certify they are authorized to sign this Agreement on behalf of their organizations and the Parties will fulfill the terms of this Agreement, including any attached Exhibits.

Grantee:

Name: Jim Nash, Chairperson Date _____
Joseph Jones Drain Drainage District

County of Oakland:

Name: David T. Woodward, Chairperson Date _____
Oakland County Board of Commissioners

Oakland County Parks and Recreation Commission:

Name: Ebony Bagley, Chairperson Date _____
Oakland County Parks and Recreation Commission

1. **Agreement Execution.** Grantee is required to sign the Agreement and return it to the contact person listed in Section 2 within sixty (60) calendar days of the date the Agreement is issued to Grantee. If not, the OCPRC Chairperson may cancel this Agreement and the monies allocated under this Agreement may be issued to another entity, in the County's sole discretion. This Agreement is not effective until both Parties sign the Agreement. The "Effective Date" shall be the date the last Party signs the Agreement.
2. **Contact Information.** This Agreement shall be administered on behalf of the County by the Planning & Resource Development Unit of the OCPRC. All notices, reports, documents, requests, actions, or other communications required between the OCPRC and Grantee shall be in writing and submitted to the contacts identified below. By written notice, the Parties may designate a different contact with correlating information.
 - 2.1. **Grantee Contact**
 - 2.1.1. Organization: Joseph Jones Drain Drainage District
 - 2.1.2. Name/Title: Danielle Devlin, OC WRC Project Manager
 - 2.1.3. Address: One Public Works Drive, Building 95 West, Waterford, MI 48328
 - 2.1.4. Telephone Number: 248-882-8693
 - 2.1.5. E-Mail Address: devlind@oakgov.com
 - 2.2. **OCPRC Contact**
 - 2.2.1. Name/Title: Simon Rivers, Supervisor of Planning
 - 2.2.2. Address: 2800 Watkins Lake Road, Waterford, MI 48328
 - 2.2.3. Telephone Number: 248-421-9033
 - 2.2.4. E-Mail Address: riverss@oakgov.com
3. **Project/Project Period.**
 - 3.1. Grantee shall complete the Project as set forth and described in Exhibit A within the Project Period. Exhibit A is incorporated into this Agreement.
 - 3.2. As defined in this Agreement, "Project Period" means the period of time beginning on the Effective Date and ending on the End Date listed on page 1 of this Agreement.
 - 3.3. Grantee shall complete the Project within the Project Period. Requests to extend the Project Period must be made in writing a minimum of thirty (30) calendar days before the Project Period ends. The OCPRC Planning & Resource Development Unit may extend the Project Period, in its sole discretion, and the extension must be codified in an amendment to this Agreement, which amendment shall be signed by the OCPRC Chairperson.
4. **Grantee Reporting Requirements:**
 - 4.1. Grantee shall complete and submit bi-annual progress reports, including a narrative report and summary of Project expenditures, in accordance with instructions provided by OCPRC.
 - 4.2. Within sixty (60) days of Project completion, Grantee shall submit final reporting documentation, including a final reimbursement request and narrative report, and copies of written materials and/or photographs of grant recognition signs in accordance with the instructions provided by OCPRC.
5. **Payments/Advances/Project Closeout.** The OCPRC shall make payments of the Grant Amount to Grantee as follows:

- 5.1. OCPRC shall pay the Grantee fifty percent (50%) of the Grant Amount listed on page 1 of this Agreement within thirty (30) calendar days of the Effective Date. The remaining fifty percent (50%) of the Grant Amount shall be paid by the County within thirty (30) calendar days of the date the Project is complete in accordance with Section 4. Any cost overruns incurred to complete the Project shall be the sole responsibility of the Grantee. To be eligible for payment, Grantee must submit a complete payment request to OCPRC on form(s) provided by OCPRC and have satisfied all progress reporting requirements due prior to the date of the payment request
- 5.2. Grantee shall submit documentation of all costs incurred, including the value of match and donations made to the Project.
- 5.3. OCPRC reserves the right to request additional information necessary to substantiate payments.
- 5.4. OCPRC shall not pay any portion of the Grant Amount to a Grantee contractor or subcontractors. Grant Amounts shall only be paid to Grantee.
- 5.5. Notwithstanding any other provision to the contrary, OCPRC shall hold back ten percent (10%) of the Grant Amount until Project Closeout set forth in this Section. Final payment of the remaining ten percent (10%) of the Grant Amount will be released upon OCPRC's approval of Grantee's Final Report and satisfactory Project completion as determined by OCPRC, in its sole discretion.
- 5.6. A determination of Project completion, which may include a site inspection and an audit, shall be made by OCPRC after Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Exhibit A.
- 5.7. Grantee shall immediately refund to OCPRC any payments in excess of the costs allowed by this Agreement.
- 5.8. Upon issuance of final payment from the OCPRC, Grantee releases the County, OCPRC, and its employee and officers of all claims against the County/OCPRC arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the County's claims against Grantee.
6. **Grantee Assurances/Responsibilities.**
 - 6.1. Grantee shall comply with all applicable local, State, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.
 - 6.2. Grantee shall obtain all necessary permits and licenses for construction and maintenance of the Project. Grantee shall solely determine what permits or licenses are required for the Project, secure the needed permits or licenses, and remain in compliance with such permits or licenses. Grantee shall retain a copy of all permits or licenses and make them available to the County upon request.
 - 6.3. Grantee shall have control of the Project area through fee simple title, lease, or other recorded interest, or have written permission from the owner of the Project area to complete Project activities.
 - 6.4. Grantee shall abide by all State and federal threatened and endangered species regulations when completing Project activities.
 - 6.5. Grantee shall not discriminate against an employee or an applicant for employment in

hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws. Grantee further agrees that any subcontract shall contain non-discrimination provisions, which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.

- 6.6. Grantee shall require that no individual be denied access to the Project or Project activities on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, or marital status.
- 6.7. Grantee is solely responsible for all activities performed under this Agreement and for the construction and maintenance of the Project. Grantee shall be the sole point of contact regarding contractual matters for the Project, including payment of any and all charges resulting from the Project.
- 6.8. Grantee shall require all contractors and subcontractors constructing or performing the Project to comply with this Agreement.
- 6.9. Grantee shall ensure all contractors and subcontractors constructing and performing the Project are qualified to perform such work.
- 6.10. Grantee shall be solely responsible for the installation, operation, repair, and maintenance of the Project.
- 6.11. All records related to the Project must be maintained for a minimum of seven (7) years after the final payment has been issued to Grantee by the County.

7. **Liability.**

- 7.1. The County/OCPRC is not liable or required to install, operate, repair, maintain, or contribute to the installation, operation, repair, or maintenance of the Project and any associated Project activities.
- 7.2. To the extent permitted by law, Grantee shall defend any Claim brought against either Party that involves the Project or associated Project activities or that involves title, ownership, or other specific rights of real property controlled by Grantee and relates to the Project.
- 7.3. To the extent permitted by law, Grantee is responsible for all Claims arising under or in any manner related to the Agreement, the activities authorized by the Agreement, or the use and occupancy of the Project.
- 7.4. As used in this Agreement, "Claims" mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a Party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged

violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether commenced or threatened.

- 7.5. Performance of this Agreement is a governmental function. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity.
8. **Insurance.** The Grantee shall acquire and maintain insurance or a program of self-insurance, which Grantee deems necessary, to protect it from liability related to construction and/or operation of the Project. The County/OCPRC shall not obtain any insurance or provide any self-insurance for construction and/or operation of the Project.
9. **Audit and Access to Records.** OCPRC reserves the right to conduct programmatic and financial audits of the Project and may withhold payment until the audit is satisfactorily completed. Grantee shall maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by OCPRC. OCPRC or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Grantee shall provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven (7) years after the final payment has been issued to Grantee by OCPRC.
10. **Assignability.** Grantee shall not assign or transfer any interest in this Agreement without prior written authorization of OCPRC.
11. **Changes.** Any changes to this Agreement requested by Grantee shall be made in writing and sent to the contact listed in Section 2 of this Agreement. OCPRC may approve or deny such change, in its sole discretion. Any changes related to the grant amount, or any other financial component of this Agreement, will require an amendment to be executed in the same manner as this Agreement. Any changes not related to the grant amount, including modifications to project scope or deadline extensions, can be made by amendment at the discretion of and signed by the OCPRC Chairperson.
12. **Termination.**
- 12.1. Failure by Grantee to comply with any provision of this Agreement shall be a material breach of this Agreement. Upon breach of the Agreement by Grantee, OCPRC may, in addition to any other remedy provided by law:
- 12.1.1. Terminate this Agreement;
- 12.1.2. Withhold and/or cancel future payments to Grantee on any or all current grant projects until the violation is resolved to the satisfaction of OCPRC;
- 12.1.3. Withhold action on all pending and future grant applications submitted by Grantee; or
- 12.1.4. Require specific performance of the Agreement.
- 12.2. Upon the date of termination, all outstanding reports and documents are due to OCPRC and after the termination date OCPRC will no longer be liable to pay or reimburse Grantee any outstanding Grant Amounts.
13. **Governing Laws/Consent to Jurisdiction and Venue.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan's conflict of law principles. Except as otherwise required by law or court rule, any action, complaint, lawsuit,

or other legal or equitable proceeding brought to enforce, interpret, or decide any Claim, as defined herein, arising under or related to this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Agreement to enforce such judgment in any appropriate jurisdiction.

14. **Entire Contract.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties regarding the subject matter of this Agreement. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

Grantee Information

Item	Grantee Information
Project Title:	Oakland Park Stormwater Improvements
Oakland County City, Village or Township Name:	Oakland County Water Resources Commissioner
Name of Primary Grant Contact:	Danielle Devlin
Address:	One Public Works Drive, Building 95 West, Waterford, MI, 48328
Primary Contact Phone:	248.882.8693
Primary Contact Email Address:	devlind@oakgov.com
Please list any project partners:	City of Pontiac

Financial Information

Project Funding

Requested Grant Amount: \$28,582

Match Amount: \$501,418

Total Project Funding (Requested grant amount + total match amount): \$530,000

Project Schedule

Anticipated Start Date: 4/1/2026

Anticipated Completion Date: 8/1/2026

Project Description

Need Statement

What is the reason for doing this project? Answer may incorporate documented community and recreational needs, public engagement, condition of current recreation assets, environmental issues or accessibility and inclusion needs. Is the project in the communities 5-Year Parks and Recreation Master Plan or other planning document?

The Joseph Jones Drain is a Chapter 20 drain that is funded 100% by the City of Pontiac, a significantly overburdened community. In 2024, the Joseph Jones Drain Drainage District received a no-match Clean Water State Revolving Fund grant to construct a native vegetated wetland that will collect and treat stormwater runoff from the adjacent residential streets and buildings at Oakland Park in the City of Pontiac. Partnering with the city, WRC has been overseeing the construction of the project that will be substantially complete by May 31, 2026. The project has planted native trees and shrubs, treated nearby invasive buckthorn, and installed signage to educate residents about the benefits of native plants and the 9,100 sf constructed stormwater wetland improvement. With the best management practice being constructed in a public park, the project is utilizing the opportunity to promote and educate the residents and visitors of Pontiac to understand its purpose and benefits with the addition of several site amenities. The amenities include four benches, two picnic tables, two bike racks and one bike repair station. Unfortunately, the amenities will not be reimbursable by the grant but are an

important addition to support outreach goals. In an effort to relieve the City of Pontiac of the liability of the costs, we are seeking grant funding from Oakland County Parks to cover 100% of the costs for the installed amenities. The picnic tables provide an opportunity to allow small outdoor classroom events to educate students and adults on the function and benefits of the stormwater management practice. The benches provide encouragement and opportunity for visitors to sit and enjoy the wetland while being educated on the resource. The bicycle rack is being located near the stormwater management practice to reduce maintenance impacts resulting from bicycles. Currently, bicycle impacts can be seen with riders not having a place to store their bicycles, so they are riding their bikes through the park impacting vegetation and causing erosion. In addition, the bicycle racks help support local outreach efforts to bring residents and students to the stormwater management practice for structured green infrastructure classroom activities led by the city, county, and/or local non-governmental organizations. The bicycle repair station supports the visitors to the stormwater management practice through the outreach and educational opportunities provided by the city, county, and/or local non-governmental organizations. The current City of Pontiac Parks and Recreation Master Plan identifies flooding within Oakland Park. The above-described project will address these flooding concerns. As an asset of the Joseph Jones Drain, the constructed wetland will be maintained by WRC. In addition, the amenities being requested through this grant application are supported by the needs expressed during the public engagement process for the master plan and will be maintained by the City of Pontiac Parks and Recreation Department. Finally, the project supports SEMCOG's Southeast Michigan's Strategic Framework for Growing our Resilience, Equity, and Economy with Nature (GREEN). This initiative aims to address some of the region's most pressing challenges – managing floods, fostering climate resilience, improving community health, protecting our natural assets, all while creating vibrant places where people want to live and where businesses will thrive. It is driven by the goal to ensure that public benefits of green infrastructure are resilient, equitable, and improve the quality of life in Southeast Michigan communities. The plan recommends local government to seek partnerships and coordinate green infrastructure development across departments, communities, and sectors to improve efficiency and maximize impacts.

Project Scope

What are the actions that will implement the project? Is the project designed to meet or exceed ADA guidelines or to incorporate Universal Design principles?

Per the City of Pontiac Parks and Recreation Master Plan, Oakland Park is mostly accessible to people with a broad range of physical disabilities. Most of the parking and pathways are paved, some of the facilities such as play equipment or picnic areas are accessible but may not be completely barrier-free. The bike racks and bike repair station are located on a newly installed concrete pad alongside the adjacent Hammond Street and flagstone maintenance path into the basin. The benches are located along the perimeter of the wetland basin, overlooking the native plantings, among newly planted trees enhancing the park.

Project Outcomes

What are the anticipated outcomes and who will benefit from the project? Will the project result in greater access to recreation for all residents and visitors? Are any environmental benefits expected? How will the project make the community more sustainable and resilient?

The City of Pontiac Parks and Recreation Master Plan classifies Oakland Park as an “active recreation multi-use park.” With the recently opened Recreation Center sited within blocks of the project, the City is creating a network of greater access opportunities for its residents and visitors. Nearing substantial completion, the

project has planted native trees and shrubs, treated nearby invasive buckthorn, and installed signage to educate residents about the benefits of native plants and the 9,100 sf constructed stormwater wetland improvement. The requested funding for the site furnishings will provide outreach opportunities regarding the importance and benefits of green infrastructure and native plantings. The amenities encourage residents and visitors to linger and enjoy the beauty of the native plantings which include trees, shrubs, perennial grasses and wildflowers, both in the wetland basin and upland edge. Along with treating the nonpoint source pollution carried in the stormwater runoff, the native plantings will attract pollinators and other wildlife and will be a major community asset.

Acknowledgement

This is a partial reimbursement program. The community will receive fifty percent (50%) of the grant amount when the grant agreement is executed. The community can submit quarterly requests for additional funds throughout the grant period, with Oakland County holding back ten percent (10%) of the grant amount until the project is closed out as defined in the grant agreement. Final payment of the remaining grant funds including the ten percent (10%) held back will be released upon the County's approval of the grantee's final report and satisfactory project completion as defined by the County.

☐ Please check here to acknowledge that this is a reimbursement grant and that a final report will be required to release the final ten percent (10%) of grant funds.

Submission

Send completed forms and attachments to the email below. If your file size is too large to email, reach out for file-sharing options. Please call with any questions.

Contact Information:

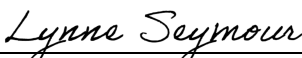
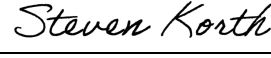
Simon Rivers
Supervisor of Planning
(248) 421-9033
riverss@oakgov.com

**Jim Nash Oakland County Water Resources Commissioner
Joseph Jones Drain Drainage District
For the Oakland Park Stormwater Infrastructure Improvements Project
In the City of Pontiac
Oakland County, Michigan**

Engineering Work Order No. **2**Date: **July 28, 2026**To: **Drummond Carpenter, PLLC**For: **Oakland Park Green Infrastructure Improvements Project****DESCRIPTION**

This Engineering Work Order (EWO) is required to define specific additional tasks and compensation related to the Oakland Park Stormwater Infrastructure Improvements Project that falls under contract no. 00010323. This EWO serves as your approval for compensation for the following additional services as delineated in your attached July 15, 2026 proposal letter. The attached letter proposal adds construction services that were not included in the original or revised proposals for the project.

Fees for this Engineering Work Order shall be billed on a time and material basis according to the contract standard fee and rate schedule as modified by your proposal. The total amount of the Engineering Services Agreement is to be increased by a not to exceed amount of \$9,896. This increases the total allowed for construction oversight for this project under this contract to \$130,549. This amount is not to be exceeded without written authorization from this office.

RECOMMENDED	DATE: 7/13/2026	ACCEPTED	DATE: 07/15/2026
By: 		By: 	
Danielle Devlin, AICP Environmental Planner OCWRC		Donald Carpenter, PhD, P.E. Vice President Drummond Carpenter	
APPROVED	DATE: 7/15/2026	APPROVED	DATE: July 17, 2026
By: 		By: 	
Lynne Seymour, P.E. Chief Engineer OCWRC		Steven Korth, P.E. Chief Manager OCWRC	
Approved by the Drainage District Board on:			

Department No.:	6010101	Account No.:	730373
Fund No.:	FND84718	Program No.:	PRG149015
Project No.:	PRJ-17603	Project Activity:	FAC
Contract No.:	CON00010323	Contract Exp:	August 31, 2026

**JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

15 July 2026

To: Danielle Devlin
Oakland County Water Resources Commissioner's Office

via email: Devlin, Danielle <devlind@oakgov.com>

Subject: Proposal for Oakland Park Stormwater Improvements Construction Administration Supplemental

Danielle,

Drummond Carpenter, PLLC (Drummond Carpenter) is pleased to present this proposed scope of work (SOW) to Oakland County Water Resources Commissioner (WRC) for supplemental service for on our ongoing construction administration assistance for Oakland Park stormwater improvements. Drummond Carpenter will perform the following tasks in support of WRC:

- Consult and provide advice to WRC during construction
- Provide additional design services
- Review and approve all technical submittals
- Project Management and inspections site visits

Contract Arrangement and Schedule

Drummond Carpenter will execute this agreement on a time and expense basis with WRC being invoiced monthly for actual time and expenses incurred. Drummond Carpenter requests an additional not-to-exceed budget of \$9896 (which includes \$2500 in subconsultants). Should you request services which are outside of this scope of work, costs incurred will be charged on a time and materials basis using standard Drummond Carpenter rates. Work will not be performed outside of this scope of work without prior authorization by representatives of Oakland County WRC.

Best Regards,



Donald D. Carpenter, PhD, PE, LEED AP

CHANGE ORDER

CHANGE ORDER NO. 4

Jim Nash, Oakland County Water Resources Commissioner
Joseph Jones Drain Drainage District
For Construction of the Perry Park Green Infrastructure Improvements Project
City of Pontiac
Oakland County, Michigan

Authorization for Extras To & Changes In Contract

Department No. : 6010101
Fund No. : FND84718
Project No. : PRJ-17604

Account No. : 730373
Program No. : 149015
Project Activity : FAC

Contractor : Catskill Remedial Contracting Services, Inc.
1020 E. Grand River Ave.
Brighton, MI 48116

Contract No. : 000117448
Date of Contract: 11/10/25
Completion Date: 8/20/26

Auth No	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
A.	LOCATION: Perry Park DESCRIPTION (Change/Add, Change Delete, Extra/Add, Extra Delete): Install three ground mounted trash receptacles (Barco Model # 08SA2604-BL) REASON: Trash receptacles in the vicinity of the parking and picnic areas provide the ability to properly dispose of waste before it can negatively impact water quality and increase nonpoint source	LS		\$4,027.00	\$4,027.00	---
B.	LOCATION: Perry Park					

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

CHANGE ORDER

Auth No	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
	DESCRIPTION (Change/Add, Change Delete, Extra/Add, Extra Delete): Install one ground mount pest waste station(Barco Model # E3)	LS	1.0	\$1,470.00	\$1,470.00	
	REASON: The areas near the basin and stormwater management practice experience unmanaged pet waste. The pet waste station will improve water quality and reduce nonpoint source pollution by providing easily accessible waste bags and a disposal receptacle to residents and visitors.					
C.	LOCATION: Perry Park DESCRIPTION (Change/Add, Change Delete, Extra/Add, Extra Delete): Change Final Completion date from August 1, 2026 to August 20, 2026 REASON: Additional time to ensure all elements are installed as approved.				\$0.00	---
				Totals	\$5,497.00	\$0.00
				Net Increase	\$5,497.00	---

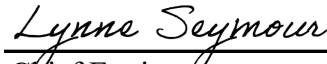
JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

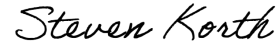
CHANGE ORDER NO. 4

Jim Nash, Oakland County Water Resources Commissioner
Joseph Jones Drain Drainage District
For Construction of the Perry Park Green Infrastructure Improvements Project
City of Pontiac
Oakland County, Michigan

Prepared by:  Date: 7/15/2026
 Danielle Devlin, AICP, Project Manager

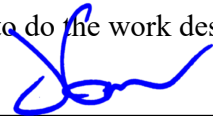
Recommended by:  Date: 7/16/2026
 Consulting Engineer

Approved by:  Date: 7/20/2026
 Chief Engineer

Approved by:  Date: July 20, 2026
 Chief Manager

Except as included in this Change Order, the Agreement remains unchanged. Agreement on this Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of this Change Order, including, but not limited to, all direct and indirect costs associated with such change, and all effects of such change on unchanged Work and any and all adjustments to the Contract Sum and the Contract Time. By signing this Change Order, Contractor attests that the change in the amount of the Contract Sum authorized by the Change Order represents compensation in full for all costs, markup, and expenses, direct and indirect, associated with or attributable to the Change Order including any costs resulting from or caused by delays, impacts, acceleration, disruption, or loss of efficiency encountered by Contractor in the performance of the Work related to the Change Order, except as expressly identified and specifically reserved in the Change Order. In addition, Contractor for itself, its Subcontractors and any other persons or entities acting by, through, or under them (collectively, "Releasors"), releases Owner, from any and all actual or potential claims or demands for delays, disruptions, additional work, additional compensation or an extension of the Contract Time, which Releasors may have, or in the future might have, against Owner, by reason of, based, on or in any manner connected with the subject of this Change Order or the performance of the Work identified in this Change Order, except as expressly identified and specifically reserved in the Change Order. This Change Order supersedes any referenced Work Directive.

The Contractor agrees to do the work described above and agrees to accept the Contract Sum and the Contract

Accepted by:  Date: 7/16/2026
 Name/Title Jeffery Gostlin - President/Owner
 Company Catskill Remedial Contracting Services, Inc.

This Change Order was approved by the Drainage Board on:

JIM NASH
OAKLAND COUNTY WATER RESOURCE COMMISSIONER

CHANGE ORDER

CHANGE ORDER NO. 4

**Jim Nash, Oakland County Water Resources Commissioner
Joseph Jones Drain Drainage District
For Construction of the Perry Park Green Infrastructure Improvements Project
City of Pontiac
Oakland County, Michigan**

Notice to Proceed Date:	Tuesday, September 30, 2025
Contract Substantial Completion Date:	Friday, July 17, 2026
Contract Final Completion Date:	Thursday, August 20, 2026
Original Contract Value:	\$ 509,243.99
Previous C.O. Values:	
Change Order No. 1 Value	\$ 58,200.00
Change Order No. 2 Value	\$ (11,675.00)
Change Order No. 3 Value	\$ 8,250.00
Change Order No. 4 Value	\$ 5,497.00
Adjusted Contract Value	\$ 569,515.99

**JIM NASH
OAKLAND COUNTY WATER RESOURCE COMMISSIONER**

**Jim Nash, Oakland County Water Resources Commissioner
Joseph Jones Drain Drainage District
For Construction of the Oakland Park Stormwater Improvements
City of Pontiac
Oakland County, Michigan**

Construction Estimate No. 8

6/1/2026 to 7/1/2026

Department No.:	6010101.00	Account No.:	SC730373
Fund No.:	FND84718	Program No.:	PRG149015
Project No.:	PRJ-17603	Activity:	FAC
Purchase Order No. :			

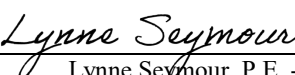
Contractor: Dalco Services
59187 North Ave.
Ray, MI 48096

Contract No. : CON00011593
Date of Contract: 7/22/2025
Completion Date: 8/15/2026

Original Contract Amount:	\$298,444.02
Previous Change Order Numbers (2):	\$69,055.69
Change Orders This Estimate Numbers	
Total Net Change Orders:	\$69,055.69
Adjusted Contract Amount:	\$367,499.71
Subtotal To Date: (Sheet 2 of 2 Column 7)	\$320,949.71
Less Deductions to Date: (Sheet 2 of 2 Column 7)	\$0.00
Gross Estimate: (Work in Place)	87.33% 320,949.71
Less Amount Reserved: (5% of Adjusted Contract Amount)	\$18,374.99
Total Amount Allowed To Date:	\$302,574.72 ✓
Less Previous Estimates:	\$262,574.72
Net Payment Request To Be Paid To Contractor:	\$40,000.00 ✓
Reserve Payment to Contractor	\$0.00
Balance of Contract To Date	\$46,550.00 ✓
Accounting Auditor:	KS 7/21/2026
Less Previous Transfers To Reserve:	\$18,374.99
Amount of Current Transfer:	\$0.00

Prepared by:  _____
Danielle Devlin, AICP - Project Planner

Recommended  _____
Jason Arnold, P.E. - Consulting Engineer (DC)

Approved by:  _____
Lynne Seymour, P.E. - Chief Engineer (WRC)

Approved by:  _____
Steven Korth, P.E. - Chief Manager (WRC)

Date: 7/15/2026

Date: 7/21/2026

Date: 07/23/2026

Date: 07/24/2026

Approved by Board on: _____

**JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

Jim Nash, Oakland County Water Resources Commissioner
Joseph Jones Drain Drainage District
For Construction of the Oakland Park Stormwater Improvements
City of Pontiac
Oakland County, Michigan

Construction Estimate No. 8		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Contract Item	Bid Quantity	Unit	Unit Price	Quantity This Payment	Total Quantity Previous Estimate	Total Quantity to Date	Total Amount to Date	Total Amount This Payment
1	Permit Allowance	3000	DLR	\$ 1.00	0.0	450.0	450.0	\$450.00	\$0.00
2	Mobilization (Max 5%)	1	LSUM	\$ 14,250.00	0.0	1.0	1.0	\$14,250.00	\$0.00
3	Traffic Control	1	LSUM	\$ 750.00	0.0	1.0	1.0	\$750.00	\$0.00
4	Site Documentation (<0.5 Ac)	1	LSUM	\$ 4,900.00	0.0	1.0	1.0	\$4,900.00	\$0.00
5	Topsoil Removal and Stockpile	272	CYD	\$ 12.00	0.0	272.0	272.0	\$3,264.00	\$0.00
6	Soil Removal and Haul Away	303	CYD	\$ 17.00	0.0	303.0	303.0	\$5,151.00	\$0.00
7	Existing Drainage Structure Removal	1	EA	\$ 1,800.00	0.0	1.0	1.0	\$1,800.00	\$0.00
8	Existing Curb Removal	9	LF	\$ 133.00	0.0	9.0	9.0	\$1,197.00	\$0.00
9	Construction Fence and Tree Protection	744	LF	\$ 12.00	0.0	744.0	744.0	\$8,928.00	\$0.00
10	Earthwork (Onsite Movement, Labor)	15000	SFT	\$ 1.57	0.0	15000.0	15000.0	\$23,550.00	\$0.00
11	48" Dia. CMP Standpipe	1	EA	\$ 13,500.00	0.0	1.0	1.0	\$13,500.00	\$0.00
12	MDOT 6A Stone	3	CYD	\$ 250.00	0.0	3.0	3.0	\$750.00	\$0.00
13	Educational Signage	1	EA	\$ 7,350.00	0.0	1.0	1.0	\$7,350.00	\$0.00
14	Curb Cut Concrete	2.2	CYD	\$ 15.00	0.0	2.2	2.2	\$33.00	\$0.00
15	Curb Cut Aggregate Base	0.5	CYD	\$ 200.00	0.0	0.5	0.5	\$100.00	\$0.00
16	Cobble Stone Spillways	10	CYD	\$ 200.00	0.0	10.0	10.0	\$2,000.00	\$0.00
17	Non-Woven Geotextile Fabric	24	SYD	\$ 31.00	0.0	24.0	24.0	\$744.00	\$0.00
18	Perimeter Boulders	19	EA	\$ 725.00	0.0	19.0	19.0	\$13,775.00	\$0.00
19	Ledgerock Seating	4	EA	\$ 1,000.00	0.0	4.0	4.0	\$4,000.00	\$0.00
20	Flagstone Pathway	16	SYD	\$ 450.00	0.0	16.0	16.0	\$7,200.00	\$0.00
21	Low Point Inlet Filter	2	EA	\$ 250.00	0.0	2.0	2.0	\$500.00	\$0.00
22	RYCB Inlet Filter	1	EA	\$ 350.00	0.0	1.0	1.0	\$350.00	\$0.00
23	Temporary Stone Access Drive	600	SFT	\$ 6.00	0.0	600.0	600.0	\$3,600.00	\$0.00
24	Silt Fence	354	LFT	\$ 3.00	0.0	354.0	354.0	\$1,062.00	\$0.00
25	SESC BioNet Straw Mulch Blanket	1629	SYD	\$ 6.00	0.0	1629.0	1629.0	\$9,774.00	\$0.00
26	Salvaged Onsite Topsoil Fine Grading	1629	SYD	\$ 1.38	0.0	1629.0	1629.0	\$2,248.02	\$0.00
27	Import Planting Soil Mix, 6"	100	CYD	\$ 150.00	0.0	100.0	100.0	\$15,000.00	\$0.00
28	Wet-Meadow Seeding	0.15	AC	\$ 26,000.00	0.00	0.15	0.2	\$3,900.00	\$0.00
29	Native Grass Seeding - Restoration of Treated	0.06	AC	\$ 50,000.00	0.0	0.1	0.1	\$3,000.00	\$0.00
30	Trees, 7 gal/1" cal	29	EA	\$ 650.00	0.0	29.0	29.0	\$18,850.00	\$0.00
31	Shrubs, 1-3 gal	76	EA	\$ 38.00	0.0	76.0	76.0	\$2,888.00	\$0.00
32	Groundcover Plugs	1268	EA	\$ 10.00	0.0	1268.0	1268.0	\$12,680.00	\$0.00
33	Wetland Plugs	900	Ea	\$ 14.00	0.0	900.0	900.0	\$12,600.00	\$0.00
34	Hardwood Mulch	35	CYD	\$ 100.00	0.0	35.0	35.0	\$3,500.00	\$0.00
35	Metal Edging	250	LFT	\$ 18.00	0.0	250.0	250.0	\$4,500.00	\$0.00
36	Site Restoration	0.1	AC	\$ 37,500.00	0.0	0.1	0.1	\$3,750.00	\$0.00
37	First Year Vegetation and Maintenance	1	LSUM	\$ 84,000.00	0.48	0.0	0.5	\$40,000.00	\$40,000.00
38						0.0	0.0	\$0.00	\$0.00
66						0.0	0.0	\$0.00	\$0.00
67						0.0	0.0	\$0.00	\$0.00
								\$251,894.02	40,000.00

Change Orders:

CO1	5. Topsoil Removal and Stockpile	1	CYD	\$ 12.00	0.0	1.0	1.0	\$12.00	\$0.00
CO1	6. Soil Removal and Haul Away	-2.0	CYD	\$ 17.00	0.0	-2.0	-2.0	(\$34.00)	\$0.00
CO1	9. Construction Fence and Tree Protection	-51.0	LF	\$ 12.00	0.0	-51.0	-51.0	(\$612.00)	\$0.00
CO1	10. Earthwork (onsite movement labor)	833	SFT	\$ 1.57	0.0	833.0	833.0	\$1,307.81	\$0.00
CO1	20. Flagsone Pathway	19	SYD	\$ 450.00	0.0	19.0	19.0	\$8,550.00	\$0.00
CO1	25. SESC BioNet Straw Mulch Blanket	10	SYD	\$ 6.00	0.0	10.0	10.0	\$60.00	\$0.00
CO1	Concrete Prep for 20; x 10' Pad	200	SFT	\$ 8.00	0.0	200.0	200.0	\$1,600.00	\$0.00
CO1	Pour New 6" Broom Finished Concrete	200	SFT	\$ 17.50	0.0	200.0	200.0	\$3,500.00	\$0.00
CO1	Install and Furnish 2 Picnic Tables	2	EA	\$ 3,724.00	0.0	2.0	2.0	\$7,448.00	\$0.00
CO1	Install and Furnish 4 Park Benches	4	EA	\$ 3,621.00	0.0	4.0	4.0	\$14,484.00	\$0.00
CO1	Install and Furnish Bike Repair Station	1	EA	\$ 3,150.00	0.0	1.00	1.00	\$3,150.00	\$0.00
CO1	Install and Furnish One Trash Recepticle	1	EA	\$ 2,742.00	0.0	1.0	1.0	\$2,742.00	\$0.00
CO1	Install and Furnish 2 Bike Racks	2.0	EA	\$ 1,750.00	0.0	2.0	2.0	\$3,500.00	\$0.00
CO1	Install and Furnish Pet Waste Station	1.0	EA	\$ 1,950.00	0.0	1.0	1.0	\$1,950.00	\$0.00
CO1	Bond Increase	1	EA	\$ 1,429.73	0.0	1.0	1.0	\$1,429.73	\$0.00
CO2	Soil Removal and Stockpile	57	CYD	\$ 17.00	0.0	57.0	57.0	\$969.00	\$0.00
CO2	Existing Drainage Structure Removal	1	EA	\$ 1,800.00	0.0	1.0	1.0	\$1,800.00	\$0.00
CO2	Earthwork (Onsite Movement, Labor)	215	SFT	\$ 1.57	0.0	215.0	215.0	\$337.55	\$0.00
CO2	MDOT 6A Stone	1	CYD	\$ 250.00	0.0	1.0	1.0	\$250.00	\$0.00
CO2	Silt Fence	185	LF	\$ 3.00	0.0	185.0	185.0	\$555.00	\$0.00
CO2	Groundcover Plugs	7	EA	\$ 10.00	0.0	7.0	7.0	\$70.00	\$0.00
CO2	Metal Edging	80	LF	\$ 18.00	0.0	80.0	80.0	\$1,440.00	\$0.00
CO2	Site Restoration	0.006	AC	\$ 37,500.00	0.000	0.006	0.0	\$225.00	\$0.00
CO2	Install four 4" caliper White Oaks	4.0	EA	\$ 2,600.00	0.0	4.0	4.0	\$10,400.00	\$0.00
CO2	Install two 3" caliper Red Oak Trees	2	EA	\$ 1,500.00	0.0	2.0	2.0	\$3,000.00	\$0.00
CO2	2"-4" Washed Stone	2	CYD	\$ 170.00	0.0	2.0	2.0	\$340.00	\$0.00
CO2	Bond Increase	1	EA	\$ 581.60	0.0	1.0	1.0	\$581.60	\$0.00
								1777.0	\$69,055.69
								\$320,949.71	40,000.00

Stored Material:

						0.0	0.0	\$0.00	\$0.00

Deductions:

						0.0	0.0	\$0.00	\$0.00

Total Amount to Date	\$251,894.02
Total Amount This Estimate	\$40,000.00
Change Orders to Date	\$69,055.69
Change Orders This Estimate	\$0.00
Stored Materials to Date	\$0.00
Stored Materials This Estimate	\$0.00
Subtotal to Date	\$320,949.71
Subtotal This Estimate	\$40,000.00
Deductions to Date	\$0.00
Deductions This Estimate	\$0.00
Payment This Estimate	\$40,000.00
Less Transfer to Reserve	\$0.00
Net Payment	\$40,000.00

Instructions:

Once this worksheet is filled in for Estimate No. 1, it should be copied and renamed to create Estimate No. 2. This procedure should be repeated for each subsequent estimate and the final payment. Starting with Estimate No. 2, formulae should be entered in Column 5 to reference Column 6 of the previous estimate, the formula in cell B8 should be modified, and the quantities in Column 4 should be updated to reflect the current period.

Add line to show new substantial and final contract times on Approved Est sheet as needed.

Delete instructions before final submittal for accounting review.

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the
DRAIN: **JOSEPH JONES DRAIN (Construction Fund)**

DATE: Tuesday, July 28, 2026

SUBJECT: Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17603	Drummond Carpenter	Invoice No. 6314; Professional Services	\$4,486.50			
				Project Total:	\$4,486.50	
17604	Geosyntec	Invoice No. IG159; Professional Services	\$1,204.35			
				Project Total:	\$1,204.35	
				Grand Total:	\$5,690.85	

8. Huron Rouge Sanitary Drain

AGENDA

DRAINAGE BOARD FOR THE HURON ROUGE SANITARY DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of June 23, 2026
4. Public Comments
5. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$10,838,250.00
6. Present Construction Estimate No. 15 for SAK Construction, LLC for construction of the HRSDS Lining Project in the amount of \$261,000.00
7. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$42,627.15
8. Other Business
9. Approve pro rata payment to Drainage Board members
10. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE HURON ROUGE SANITARY DRAIN**

June 23, 2026

A meeting of the Drainage Board for the Huron Rouge 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 p.m. on the 23rd day of June 2026.

The meeting was called to order by Chairperson Jim Nash.

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

Steve Korth, WRC Chief Manager, requested the agenda be amended to postpone consideration of the Maintenance Assessment Recommendation and Special Assessment Roll until the next meeting.

Markham moved, seconded by Woodward, to approve the June 23, 2026, agenda as amended.

MOTION CARRIED: Yeas – 3, Nays – 0

Minutes of the meeting held May 26, 2026, were presented for consideration. Markham moved, seconded by Woodward, to approve the minutes as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

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

Markham moved, seconded by Woodward, to approve Construction Estimate No. 14 for SAK Construction, LLC for construction of the HRSDS Lining Project in the amount of \$1,909,776.13 with a transfer to the Oakland County Treasurer in the amount of \$5,198.50 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Markham moved, seconded by Woodward, to approve payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$115,121.39 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

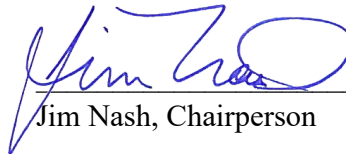
Nash moved, seconded by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Markham and Woodward.

MOTION CARRIED: Yeas – 3, Nays – 0

There being no further business, the meeting was adjourned.

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Huron Rouge Sanitary Drain, Oakland County, Michigan, held on the 23rd day of June 2026, 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 Huron Rouge Sanitary Drain Drainage District.



Jim Nash, Chairperson

Dated: June 23, 2026

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE

Huron Rouge Sanitary Drain

Assessment for the following year of expenses: July 1, 2026 through June 30, 2027

Operating Expenses

Sewage Treatment	\$ 9,286,540.00
Sewer System Maintenance	52,480.00
Sewer System Engineering	19,330.00
Pump Maintenance Unit	10,450.00
Systems Control Unit	81,330.00
Plan Review and Permitting	30,880.00
Inspection	2,420.00
Mapping Unit	9,950.00
Miss Dig	290.00
General and Administrative	217,830.00
Total Operating Expenses	<u>\$ 9,711,500.00</u>

Revenue Requirements:

Operating Expense	\$ 9,711,500.00
Non-Operating	532,150.00
Major Maintenance	242,050.00
Emergency Maintenance	75,440.00
Capital	675,000.00
Total Revenue Requirements	<u>\$ 11,236,140.00</u>
Non-Rate Revenue	<u>(397,890.00)</u>
Rate Required Revenue	<u>\$ 10,838,250.00</u>

Recommended July 1, 2026 through June 30, 2027 assessment:

Total Anticipated Expenses for July 1, 2026 - June 30, 2027	\$ 10,838,250.00
Total Anticipated Funds Needed	<u>\$ 10,838,250.00</u>

TOTAL RECOMMENDED ASSESSMENT

\$ 10,838,250.00

Billings are to be at the end of the calendar quarters.

Prepared by: Raphael Chiolla
Raphael Chiolla, WRC Financial Services

Date: 7/10/2026

Approved by: Gary Nigro
Gary Nigro - Manager, Water Resources Commissioner

Date: 7/14/2026

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE

Huron Rouge Sanitary Drain

Assessment for the following year of expenses: July 1, 2026 through June 30, 2027

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE HURON ROUGE SANITARY DRAIN

Public Corporation	Percentage of Apportionment	Total Amount of Assessment
City of Novi	100.000000%	\$ 10,838,250.00
Total	100.000000%	\$ 10,838,250.00

Assessment Due Date: To be collected on the following months: 7/31/2026, 8/31/2026, 9/30/2026, 10/31/2026, 11/30/2026, 12/31/2026, 1/31/2027, 2/28/2027, 3/31/2027, 4/30/2027, 5/31/2027 and 6/30/2027

I hereby certify that I have prepared the Special Assessmnt Roll for the Maintenance of the Huron Rouge Sanitary Drain for the period July 1, 2026 through June 30, 2027 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Huron Rouge Sanitary Drain

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

Jim Nash
Chairman of the Drainage Board for the Huron Rouge Sanitary Drain

**Jim Nash, Oakland County Water Resources Commissioner
Huron Rouge Sewage Disposal System
For Construction of the HRSDS Lining Project
Novi, MI
Oakland County, Michigan**

Construction Estimate No. 15 ✓

June 1, 2026 to June 30, 2026 ✓

Department No.: 6010101

Fund No.: 84700

Project No.: 18138

Purchase Order No. : PO00108651

Contractor:

SAK Construction, LLC

864 Hoff Road, OFallon, MO 63366

Account No.: SC730352

Program No.: 149015

Activity: FAC_ACQ

Vendor No. : 41132

Contract No. : CON11275

Date of Contract: 12/2/2024

Completion Date: 7/25/2026

Original Contract Amount:	\$13,868,526.00
Previous Change Order Numbers (CO1, CO2):	\$220,588.20 ✓
Change Orders This Estimate Numbers (CO 3):	\$0.00
Total Net Change Orders:	\$220,588.20
Adjusted Contract Amount:	\$14,089,114.20 ✓
Subtotal To Date: (Sheet 2 of 2 Column 7)	\$13,446,296.33
Less Deductions to Date: (Sheet 2 of 2 Column 7)	\$0.00
Gross Estimate: (Work in Place) 95.44%	\$13,446,296.33
Less Amount Reserved: (5% of Adjusted Contract Amount)	\$704,455.71
Total Amount Allowed To Date:	\$12,741,840.62
Less Previous Estimates:	\$12,480,840.62 ✓
Net Payment Request To Be Paid To Contractor:	\$261,000.00
Reserve Payment to Contractor	\$0.00
Balance of Contract To Date \$642,817.87 ✓	Accounting Auditor: HDG 7/15/26
Less Previous Transfers To Reserve:	\$704,455.71 ✓
Amount of Current Transfer:	\$0.00

Prepared by:

Signed by:

Jennifer Cook

801F3B52B9A44F8...

Project Engineer

Date: 7/16/2026

Recommended by:

DocuSigned by:

Joel D. Schanne

C50UC847382B419...

Consulting Engineer

Date: 7/16/2026

Approved by:

Signed by:

Joel Brown

801FBAE0B70E45B...

Chief Engineer

Date: 7/20/2026

Approved by Board on: _____

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the
DRAIN: **HURON ROUGE SANITARY DRAIN (Construction Fund)**

DATE: Tuesday, July 28, 2026

SUBJECT: Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
18138	NTH	Invoice No. 642303; Professional Services	\$42,627.15			TBP
			Project Total:	\$42,627.15		
			Grand Total:	\$42,627.15		

9. Halfpenny Drain

AGENDA

DRAINAGE BOARD FOR THE HALFPENNY DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of October 28, 2025
4. Public Comments
5. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$28,827.00
6. Other business
7. Approve pro rata payment to Drainage Board Members
8. Adjourn

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

October 28, 2025

A meeting of the Drainage Board for the Halfpenny 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 28th day of October 2025.

The meeting was called to order by Chairperson Jim Nash.

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 September 21, 2021, 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.

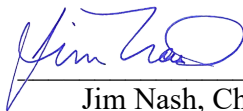
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$16,188.15 was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund as presented.

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 Markham and Woodward.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

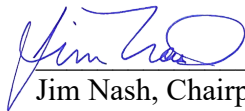


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Halfpenny Drain, Oakland County, Michigan, held on the 28th day of October 2025, 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 Halfpenny Drain Drainage District.



Jim Nash, Chairperson

Dated: October 25, 2025

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

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2026 through 2028

Date last assessment approved:	09/21/21	
Last Assessment:		\$39,308
Current Available Cash:		(\$15,027)

Expenditure History:	Fiscal Year	Amount
	2019	\$1,762
	2020	\$4,122
	2021	\$8,394
	2022	\$7,532
	2023	\$1,867
	2024	\$5,521
	2025	\$27,285

Estimated Expenditures:	Year	Amount
	2026	\$4,600
	2027	\$4,600
	2028	\$4,600
	Total	\$13,800

Recommended Assessment:

Current Cash Deficit	\$15,027
Total Anticipated Expenses 2026 - 2028	\$13,800

TOTAL RECOMMENDED ASSESSMENT	\$28,827
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Prepared by: Andrea Craft Date: 7/16/2026
Andrea Craft - Supervisor WRC Financial Services

Approved by: _____ Date: _____
Geoff Wilson, P.E. - Chief Engineer

Approved by: _____ Date: _____
Gary Nigro, P.E. - Manager

Note: Current Available Cash as of May 31, 2026, Fiscal Services Division Report.

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE HALFPENNY DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
City of Troy	93.8498%	\$ 27,054.08	\$ 27,054.08	-	-
County of Oakland on account of drainage to county highways	4.8333%	\$ 1,393.30	\$ 1,393.30	-	-
State of Michigan	1.3169%	\$ 379.62	\$ 379.62	-	-
Total	100.000%	\$ 28,827.00	\$ 28,827.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 10/15/1969.

Assessment Payment Due Date(s): Payment #1 08/31/2026

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Halfpenny Drain for the fiscal years 2026- 2028 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Halfpenny Drain

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

Jim Nash
Chairman of the Drainage Board for the Halfpenny Drain

10. Hugh Dohany Drain

AGENDA

DRAINAGE BOARD FOR THE HUGH DOHANY DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of January 26, 2016
4. Public Comments
5. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$9,509.00
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE HUGH DOHANY DRAIN**

January 26, 2016

A meeting of the Drainage Board for the Hugh Dohany 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 26th day of January, 2016.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Chairperson and Oakland County Water Resources Commissioner
Michael Gingell, Chairperson of the Oakland County Board of Commissioners
Thomas F. Middleton, Chairperson of the Finance Committee,
Oakland County Board of Commissioners

Minutes of the meeting held September 23, 2014 were presented for consideration. It was moved by Middleton, supported by Gingell, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

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

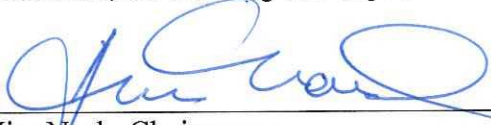
A request for reimbursement of the Drain Revolving Fund in the amount of \$179.96 (as attached) was presented. It was moved by Gingell, supported by Middleton, that the Drain Revolving Fund be reimbursed in the amount of \$179.96.

ADOPTED: Yeas - 3
Nays - 0

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

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.



Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Hugh Dohany Drain, Oakland County, Michigan, held on the 26th day of January, 2016, 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 Hugh Dohany Drain Drainage District.



Jim Nash, Chairperson

Dated: February 9th, 2016

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Hugh Dohany Drain

Assessment for estimated maintenance expenses for fiscal years: 2026 through 2028

Date last assessment approved:	N/A	
Last Assessment:		N/A
Current Available Cash:		\$12,091

Expenditure History:	Fiscal Year	Amount
	2019	\$1,456
	2020	\$3,377
	2021	\$1,464
	2022	\$1,363
	2023	\$1,359
	2024	\$1,858
	2025	\$3,477

Estimated Expenditures:	Year	Amount
	2026	\$2,600
	2027	\$2,600
	2028	\$2,600
	Total	\$7,800

Recommended Assessment:

Total Anticipated Expenses 2026 - 2028	\$7,800
Proposed Special Maintenance Expenses	\$11,200
Less Amount Exceeding Minimum Fund Balance*	(\$9,491)

TOTAL RECOMMENDED ASSESSMENT	\$9,509
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Prepared by: Andrea Craft Date: 7/16/2026
Andrea Craft - Supervisor WRC Financial Services

Approved by: _____ Date: _____
Geoff Wilson, P.E. - Chief Engineer

Approved by: _____ Date: _____
Gary Nigro, P.E. - Manager

Note: Current Available Cash as of May 31, 2026, Fiscal Services Division Report.
*Minimum fund balance is equal to one year of maintenance

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE HUGH DOHANY DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
City of Troy	96.680%	\$ 9,193.30	\$ 9,193.30	-	-
County of Oakland on account of drainage to county highways	3.320%	\$ 315.70	\$ 315.70	-	-
Total	100.000%	\$ 9,509.00	\$ 9,509.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 1/14/1976.

Assessment Payment Due Date(s): Payment #1 08/31/2026

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Hugh Dohany Drain for the fiscal years 2026- 2028 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Hugh Dohany Drain

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

Jim Nash
Chairman of the Drainage Board for the Hugh Dohany Drain

11. Lanni Drain

AGENDA

DRAINAGE BOARD FOR THE LANNI DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of February 25, 2020
4. Public Comments
5. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$6,351.00
1. Other business
2. Approve pro rata payment to Drainage Board members
3. Adjourn

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

February 25, 2020

A meeting of the Drainage Board for the Lanni Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 11:30 a.m. on the 25th day of February, 2020.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

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

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

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

Minutes of the meeting held September 27, 2016 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.

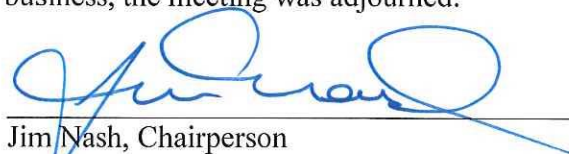
A request for reimbursement of the Drain Revolving Fund in the amount of \$157.28 (as attached) was presented. It was moved by Markham, supported by Nash, that the Drain Revolving Fund be reimbursed in the amount of \$157.28.

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.

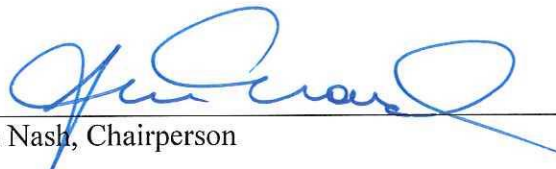


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

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

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



Jim Nash, Chairperson

Dated: March 9, 2020

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

Assessment for estimated maintenance expenses for fiscal years: 2026 through 2028

Date last assessment approved:	N/A	
Last Assessment:		N/A
Current Available Cash:		\$11,249

Expenditure History:	Fiscal Year	Amount
	2019	\$1,740
	2020	\$1,980
	2021	\$1,439
	2022	\$1,137
	2023	\$2,098
	2024	\$1,887
	2025	\$3,557

Estimated Expenditures:	Year	Amount
	2026	\$2,500
	2027	\$2,500
	2028	\$2,500
	Total	\$7,500

Recommended Assessment:

Total Anticipated Expenses 2026 - 2028	\$7,500
Proposed Special Maintenance Expenses	\$7,600
Less Amount Exceeding Minimum Fund Balance*	(\$8,749)

TOTAL RECOMMENDED ASSESSMENT	\$6,351
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Prepared by: Andrea Craft Date: 7/16/2026
Andrea Craft - Supervisor WRC Financial Services

Approved by: _____ Date: _____
Geoff Wilson, P.E. - Chief Engineer

Approved by: _____ Date: _____
Gary Nigro, P.E. - Manager

Note: Current Available Cash as of May 31, 2026, Fiscal Services Division Report.

*Minimum fund balance is equal to one year of maintenance

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE LANNI DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
City of Troy	93.663%	\$ 5,948.54	\$ 5,948.54	-	-
County of Oakland on account of drainage to county highways	4.434%	\$ 281.60	\$ 281.60	-	-
State of Michigan	1.903%	\$ 120.86	\$ 120.86	-	-
Total	100.000%	\$ 6,351.00	\$ 6,351.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 9/27/1978.

Assessment Payment Due Date(s): Payment #1 08/31/2026

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Lanni Drain for the fiscal years 2026- 2028 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Lanni Drain

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

Jim Nash
Chairman of the Drainage Board for the Lanni Drain

12. McDonald Drain

AGENDA

DRAINAGE BOARD FOR THE MCDONALD DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of January 26, 2016
4. Public Comments
5. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$5,818.00
6. Other Business
7. Approve pro rata payment to Drainage Board Members
8. Adjourn

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

January 26, 2016

A meeting of the Drainage Board for the McDonald 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 26th day of January, 2016.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Chairperson and Oakland County Water Resources Commissioner

Michael Gingell, Chairperson of the Oakland County Board of Commissioners

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

Minutes of the meeting held September 23, 2014 were presented for consideration. It was moved by Middleton, supported by Gingell, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

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

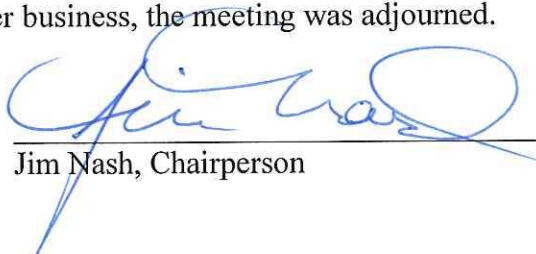
A request for reimbursement of the Drain Revolving Fund in the amount of \$447.59 (as attached) was presented. It was moved by Gingell, supported by Middleton, that the Drain Revolving Fund be reimbursed in the amount of \$447.59.

ADOPTED: Yeas - 3
Nays - 0

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

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.



Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the McDonald Drain, Oakland County, Michigan, held on the 26th day of January, 2016, 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 McDonald Drain Drainage District.



Jim Nash, Chairperson

Dated: February 9th, 2016

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

Assessment for estimated maintenance expenses for fiscal years: 2026 through 2028

Date last assessment approved:	N/A	
Last Assessment:		N/A
Current Available Cash:		\$3,782

Expenditure History:	Fiscal Year	Amount
	2019	\$1,388
	2020	\$2,382
	2021	\$1,499
	2022	\$1,384
	2023	\$2,142
	2024	\$3,003
	2025	\$1,834

Estimated Expenditures:	Year	Amount
	2026	\$2,400
	2027	\$2,400
	2028	\$2,400
	Total	\$7,200

Recommended Assessment:

Total Anticipated Expenses 2026 - 2028	\$7,200
Less Amount Exceeding Minimum Fund Balance*	(\$1,382)

TOTAL RECOMMENDED ASSESSMENT	\$5,818
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Prepared by: Andrea Craft Date: 7/16/2026
Andrea Craft - Supervisor WRC Financial Services

Approved by: _____ Date: _____
Geoff Wilson, P.E. - Chief Engineer

Approved by: _____ Date: _____
Gary Nigro, P.E. - Manager

Note: Current Available Cash as of May 31, 2026, Fiscal Services Division Report.

*Minimum fund balance is equal to one year of maintenance

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE MCDONALD DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
City of Troy	95.075%	\$ 5,531.46	\$ 5,531.46	-	-
County of Oakland on account of drainage to county highways	1.764%	\$ 102.63	\$ 102.63	-	-
State of Michigan	3.161%	\$ 183.91	\$ 183.91	-	-
Total	100.000%	\$ 5,818.00	\$ 5,818.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 6/28/1978.

Assessment Payment Due Date(s): Payment #1 08/31/2026

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the McDonald Drain for the fiscal years 2026- 2028 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the McDonald Drain

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

Jim Nash
Chairman of the Drainage Board for the McDonald Drain

13. Olson Drain

AGENDA

DRAINAGE BOARD FOR THE OLSON DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of October 22, 2002
4. Public Comments
5. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$5,700.00
6. Other business
7. Approve pro rata payment to Drainage Board Members
8. Adjourn

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

OCTOBER 22, 2002

A meeting of the Drainage Board for the Olson Drain was held in the office of the Oakland County Drain Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan on the 22nd day of October, 2002.

The meeting was called to order by the Chairperson.

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

Thomas A. Law, Chairperson of the
Oakland County Board of Commissioners

Sue Ann Douglas, Chairperson of the Finance Committee
Oakland County Board of Commissioners

ALSO

PRESENT: Joseph P. Kozma
Deputy and Manager
Engineering & Construction

Cheryl C. Mehlberg,
Administrative Assistant

Lynn Sonkiss,
Chief of Fiscal Services

Shawn Phelps,
Fiscal Services Division

Jeremy Adams,
Fiscal Services Division

Minutes of the meeting held July 27, 1993 were presented for consideration. It was moved by Douglas, supported by Law, 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.

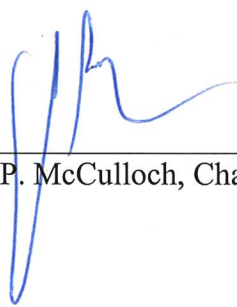
A request to reimburse the Drain Revolving Fund in the amount of \$1,271.64 (as attached) was presented. It was moved by Douglas, supported by Law, that the Drain Revolving Fund be reimbursed in the amount of \$1,271.64.

ADOPTED: Yeas - 3
Nays - 0

It was moved by McCulloch, supported by Douglas, to certify attendance and authorize pro-rata share payment of \$25.00 per day to both Ms. Douglas and Mr. Law.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

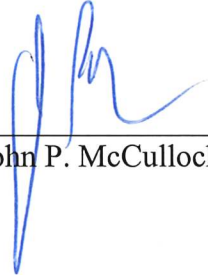


John P. McCulloch, Chairperson

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 Olson Drain, Oakland County, Michigan, held on the 22nd day of October, 2002 and that the said minutes are on file in the office of the Oakland County Drain 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 Drain Commissioner which is the principal office of the Olson Drain Drainage District.



John P. McCulloch, Chairperson

Dated: October 28, 2002

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

Assessment for estimated maintenance expenses for fiscal years: 2026 through 2028

Date last assessment approved:	N/A	
Last Assessment:		N/A
Current Available Cash:		\$1,767

Expenditure History:	Fiscal Year	Amount
	2019	\$1,376
	2020	\$1,786
	2021	\$1,287
	2022	\$1,124
	2023	\$1,351
	2024	\$2,030
	2025	\$1,809

Estimated Expenditures:	Year	Amount
	2026	\$1,900
	2027	\$1,900
	2028	\$1,900
	Total	\$5,700

Recommended Assessment:

Total Anticipated Expenses 2026 - 2028	\$5,700
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TOTAL RECOMMENDED ASSESSMENT	\$5,700
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Prepared by: Andrea Craft Date: 7/16/2026
Andrea Craft - Supervisor WRC Financial Services

Approved by: _____ Date: _____
Geoff Wilson, P.E. - Chief Engineer

Approved by: _____ Date: _____
Gary Nigro, P.E. - Manager

Note: Current Available Cash as of May 31, 2026, Fiscal Services Division Report.

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE OLSON DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
City of Troy	92.143%	\$ 5,252.15	\$ 5,252.15	-	-
County of Oakland on account of drainage to county highways	4.199%	\$ 239.34	\$ 239.34	-	-
State of Michigan	3.658%	\$ 208.51	\$ 208.51	-	-
Total	100.000%	\$ 5,700.00	\$ 5,700.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 7/27/1978.

Assessment Payment Due Date(s): Payment #1 08/31/2026

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Olson Drain for the fiscal years 2026- 2028 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Olson Drain

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

Jim Nash
Chairman of the Drainage Board for the Olson Drain

14. Mainland Drain

AGENDA

DRAINAGE BOARD FOR THE MAINLAND DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of May 26, 2026
4. Public Comments
5. Present Engineering Work Order No. D-504 for GEI Consultants for the Mainland Drain Flood Mitigation Project Design Phase Budget Amendment to increase the total amount of the Engineering Services Agreement by a not to exceed amount of \$14,958.00
6. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$2,157.00
7. Other business
8. Approve pro rata payment to Drainage Board members
9. Adjourn

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

May 26, 2026

A meeting of the Drainage Board for the Mainland Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2 p.m. on the 26th day of May 2026.

The meeting was called to order by Chairperson Jim Nash.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Linnie Taylor, Vice Chairperson of the Finance Committee, Oakland County Board of Commissioners

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

David Woodward, Chairperson of the Oakland County Board of Commissioners

Taylor moved to approve the May 26, 2026, agenda as presented. The motion was supported by Nash.

MOTION CARRIED: Yeas – 2, Nays – 0

Minutes of the meeting held April 28, 2026, were presented for consideration. Taylor moved to approve the minutes as presented. The motion was supported by Nash.

MOTION CARRIED: Yeas – 2, Nays – 0

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

Taylor moved to approve payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$3,799.25 as presented. The motion was supported by Nash.

MOTION CARRIED: Yeas – 2, Nays – 0

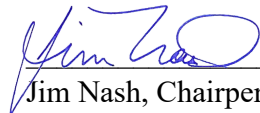
Nash moved to certify attendance and authorize pro rata payment of \$25 per day to Taylor. The motion was supported by Taylor.

MOTION CARRIED: Yeas – 2, Nays – 0

There being no further business, the meeting was adjourned.

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Mainland Drain, Oakland County, Michigan, held on the 26th day of May 2026, 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 Mainland Drain Drainage District.



Jim Nash, Chairperson

Dated: May 26, 2026

Jim Nash Oakland County Water Resources Commissioner
One Public Works Drive
Waterford, Michigan 48328-1907
Phone: (248) 858-0958

Engineering Work Order No. D-504**Date: 7/17/2026****To:** GEI Consultants

For: Mainland Drain Flood Mitigation Project
 Design Phase Budget Amendment

DESCRIPTION

This Engineering Work Order (EWO) is required to define specific additional tasks and compensation related to the Mainland Drain Flood Mitigation Project that falls under contract no. CON00010887. This EWO serves as your approval for compensation of the following additional services as delineated in your attached proposal dated July 15, 2026. The attached letter proposal adds services for bidding assistance.

Fees for this Engineering Work Order shall be billed on a time and material basis according to the contract standard fee and rate schedule as modified by your proposal. The total amount of the Engineering Services Agreement is to be increased by a not to exceed amount of \$14,958. This increases the total allowed project amount under this contract to \$550,278.09. This amount is not to be exceeded without written authorization from this office.

RECOMMENDED	DATE:	ACCEPTED	DATE:
By:		By:	
Taylor Warstler, P.E. Project Engineer OCWRC		Brian Cenci, P.E. Sr. Manager GEI	
APPROVED	DATE:	APPROVED	DATE:
By:		By:	
Joel Brown, P.E. Chief Engineer OCWRC		Steve Korth, P.E. Chief Manager OCWRC	
Approved by the Drainage District Board on:			

Department No.:	6010101	Account No.:	730373
Fund No.:	84544	Program No.:	149015
Project No.:	PRJ-17640	Project Activity:	ENG CON
Contract No.:	CON00010887	Contract Exp:	1/11/2029

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

July 15, 2026

VIA EMAIL: warstlert@oakgov.com

Taylor Warstler, P.E.
Oakland County Water Resources Commissioner
One Public Works Building #95W
Waterford Twp, MI 48328

**Re: FEMA Phase 2 Services Proposal rev2
OCWRC, Mainland Drain Flood Mitigation Project – Project No. 2400417
Pontiac, Michigan**

Dear Ms. Warstler:

GEI Consultants of Michigan, P.C. (GEI) is pleased to provide this proposal for professional services to support the Oakland County Water Resources Commissioner (WRC) on Phase 2 of the Mainland Drain Flood Mitigation Project. GEI understands that Phase 2 funding for the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) Project 4607.05 has been approved and funds cannot be distributed until contractor bids have been received and approved. As a condition of the grant, the approved funds will need to be spent by January 11, 2028.

Building on GEI's prior involvement with permitting, design, and coordination for the Mainland Drain Flood Mitigation Project, Phase 2 will advance the project through bidding, construction, and post-construction monitoring in compliance with regulatory and funding requirements. GEI understands the importance of aligning project delivery with FEMA HMGP funding conditions, regulatory approvals, and WRC objectives to ensure timely bid award and construction completion within the established funding window. The scope of services outlined below is intended to provide WRC with comprehensive technical, administrative, and regulatory support necessary to successfully implement Phase 2 and position the project for reimbursement and long-term performance.

Due to a request made by WRC, the GEI scope of work outlined in this proposal is being phased to only include the bidding portion with the other scopes of work being sent and approved at a later date.

Scope of Work

Bidding

GEI will support WRC throughout the process of bidding/letting the contract for the proposed work. This task includes:

- *Final Preparation of Bid Package:* GEI has previously completed permitting, design, and bid document preparation through the WRC 90 percent review milestone. Since the project has

been on hold for several months and the scope has been separated from the MDOT culvert improvement project, GEI will perform a comprehensive review of the bid documents to ensure consistency, clarity, and cohesion. This effort will include revisions and updates to reflect current conditions and project scope, culminating in preparation of the final bid package ready for advertisement.

- *Pre-bid Meeting:* GEI will create an agenda for the meeting as well as take and distribute meeting notes as part of addendum to bid.
- *Answer Bidding Questions:* GEI will provide responses to requests for information and maintain logs as needed.
- *Prepare Addendum:* GEI will prepare bid addenda, as necessary, to address clarifications, revisions, or supplemental information identified during the bidding process.
- *Bid Review:* GEI will review and summarize contractor bids and assist WRC with bid review and contract award recommendation. GEI will interview bidders and take detailed notes providing these notes to WRC upon request. GEI will host and create an agenda for meeting prior to the Notice to Award is provided to contractor.
- *Provide Hard Copies of Plans:* Upon request, GEI will provide hard copies of the contract documents, including:
 - Five bound copies of the project contract books.
 - Five full-size plan sets (24" x 36").
 - Five half-size plan sets (11" x 17").

Deliverables: Bid Package, Bid Tabulation, Review, Recommendation, and hard copies of plans.

Cost Proposal

The following cost proposal is based on GEI's understanding of the project requirements and the scope of services described herein. Fees have been developed to reflect the anticipated level of effort, duration, and technical expertise required to support bidding for the Mainland Drain Flood Mitigation Project.

Table 1. Fee Estimate

Task	Task Hours	Cost
Bidding	92	\$ 14,958.00
Total	92	\$ 14,958.00

Closing

As time is of the essence, GEI will begin work upon direction from WRC and receipt of approval, with an executed engineering work order to follow.

GEI has had the pleasure of working on the Mainland Drain Project thus far and is excited to take the project into Phase 2. If you have any questions regarding this proposal, please feel free to contact me at 734.904.9356 or ksmith@geiconsultants.com.

Sincerely,

GEI CONSULTANTS OF MICHIGAN, P.C.



Kyle Smith, P.E.
Senior Project Engineer



Brian J. Cenci, P.E.
Senior Project Manager

GEI_Letter_Template_v2_2025_01_05

KS/BC:tw

B:\Working\OAKLAND COUNTY WATER RESOURCES COMMISSIONER\2400417 OCWRC_Mainland Drain\01_ADMIN\Change Orders\Mainland FEMA Scope Bidding thru Construction\Mainland Drain - FEMA Phase 2 Services Proposal_FINAL_rev1.docx

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the
DRAIN: **MAINLAND DRAIN (Construction Fund)**

DATE: Tuesday, July 28, 2026

SUBJECT: Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
18141	GEI	Invoice No. 025028686; Professional Services	\$2,157.00			
				Project Total:	\$2,157.00	
				Grand Total:	\$2,157.00	

15. Augusta Drain

AGENDA

DRAINAGE BOARD FOR THE AUGUSTA DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of June 23, 2026
4. Public Comments
5. Present Construction Estimate No. 10 for T.R. Pieprzak Co. Inc, for construction of the Augusta Drain Norton Street Innovation Project in the amount of \$95,873.85
6. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,080.86
7. Other business
8. Approve pro rata payment to Drainage Board members
9. Adjourn

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

June 23, 2026

A meeting of the Drainage Board for the Augusta Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2 p.m. on the 23rd day of June 2026.

The meeting was called to order by Chairperson Jim Nash.

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

Markham moved, seconded by Woodward, to approve the June 23, 2026, agenda as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Minutes of the meeting held May 26, 2026, were presented for consideration. Markham moved, seconded by Woodward, to approve the minutes as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

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

Markham moved, seconded by Woodward, to approve payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$19,133.79 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

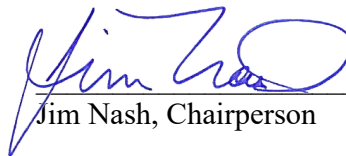
Nash moved, seconded by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Markham and Woodward.

MOTION CARRIED: Yeas – 3, Nays – 0

There being no further business, the meeting was adjourned.

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Augusta Drain, Oakland County, Michigan, held on 23rd day of June 2026, 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 Augusta Drain Drainage District.



Jim Nash, Chairperson

Dated: June 23, 2026

Jim Nash, Oakland County Water Resources Commissioner
Augusta Drain Drainage District
For Construction of the Augusta Drain Norton Street Innovation Project
City of Pontiac
Oakland County, Michigan

Construction Estimate No.:	10	9/1/2025 thru 07/01/2026
Department No.:	6010101	Account No.: 730373
Fund No.:	FND82495	Program No.: 149015
Project No.:	PRJ-17215	Activity: STD
		Vendor No.: 41244
		Purchase No.: PO00065969
Contractor:	T.R. Pieprzak Co., Inc.	Contract No.: CON00011041
	6267 St. Clair Highway	Date of Contract: 7/1/2024
	China Twp., MI 48054	Completion Date: 6/30/2025

Original Contract Amount:	\$ 852,612.88
Previous Change Order Numbers (CO #1, CO #2, and CO #3):	\$ 167,214.99
Change Orders This Estimate (CO #4):	\$ 48,633.00
Total Net Change Orders:	\$ 215,847.99
Adjusted Contract Amount:	\$ 1,068,460.87

Subtotal To Date: (Sheet 7 of 7, Column 8)	\$ 1,041,136.37
Less Deductions To Date (Sheet 7 of 7, Column 8)	\$ -
Gross Estimate: (Work in Place) 97%	\$ 1,041,136.37
Less Amount Reserved: (5% of Adjusted Contract Amount)	
Total Amount Allowed To Date:	\$ 1,041,136.37
Less Previous Estimates:	\$ 945,262.52
Net Payment Request To Be Paid To Contractor:	\$ 95,873.85
Reserve Payment to Contractor:	
Balance of Contract To Date: \$	27,324.50

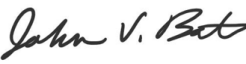
Accounting Auditor:

Less Previous Transfers To Reserve:

Amount of Current Transfer:

Prepared By: _____
 Jen Cook, P.E. - Project Engineer (WRC)

Date: _____

Recommended By: 
 John Balint, P.E. - Consulting Engineer (HRC)

Date: **7/17/2026**

Approved By: _____
 Joel Brown, P.E. - Chief Engineer (WRC)

Date: _____

Approved by Board on: _____

JIM NASH
 OAKLAND COUNTY WATER RESOURCES COMMISSIONER

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

DRAIN:AUGUSTA DRAIN (Construction Fund)

DATE:Tuesday, July 28, 2026

SUBJECT:Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
N/A	Rogue Industrial Services	Invoice No. 061426.1; 2025 Catch Basin Cleaning	\$1,080.86			
				Total:	\$1,080.86	
				Grand Total:	\$1,080.86	

16. Crake Drain

AGENDA

DRAINAGE BOARD FOR THE CRAKE DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of December 16, 2025
4. Public Comments
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,350.50
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

December 16, 2025

A meeting of the Drainage Board for the Crake 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 16th day of December 2025.

The meeting was called to order by Chairperson Jim Nash.

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 27, 2024, 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.

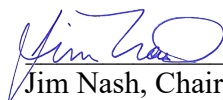
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$5,332.08 was presented. It was moved by Markham, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund as presented.

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 Markham.

ADOPTED: Yeas - 2
Nays - 0

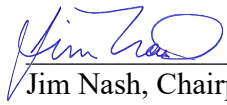
There being no further business, the meeting was adjourned.


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Crake Drain, Oakland County, Michigan, held on the 16th day of December 2025, 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 Crake Drain Drainage District.



Jim Nash, Chairperson

Dated: December 16, 2025

MEMO TO:
DRAIN:

Mr. Jim Nash, Chairman of the Drainage Board for the
CRAKE DRAIN

DATE:

Tuesday, July 28, 2026

SUBJECT:

Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
N/A	Rogue Industrial Services	Invoice No. 061426.1; 2025 Catch Basin Cleaning	\$1,350.50			
				Total:	\$1,350.50	
				Grand Total:	\$1,350.50	

17. David L. Moffitt Drain

AGENDA

DRAINAGE BOARD FOR THE DAVID L. MOFFITT DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of August 22, 2023
4. Public Comments
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,215.45
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE DAVID L. MOFFITT DRAIN**

August 22, 2023

A meeting of the Drainage Board for the David L. Moffitt 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 22nd day of August 2023.

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 March 24, 2020, 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.

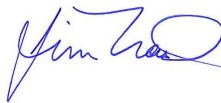
A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$6,614 for the David L. Moffitt Drain (as attached) were presented. It was moved by Markham, supported by Nash, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$6,614 as presented.

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.

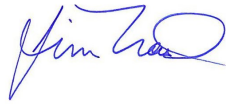


Jim Nash, Chairperson

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 David L. Moffitt Drain, Oakland County, Michigan, held on the 22nd day of August 2023, 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 David L. Moffitt Drain Drainage District.



Jim Nash, Chairperson

Dated: August 22, 2023

MEMO TO:
DRAIN:

Mr. Jim Nash, Chairman of the Drainage Board for the
DAVID L. MOFFITT DRAIN

DATE:

Tuesday, July 28, 2026

SUBJECT:

Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
N/A	Rogue Industrial Services	Invoice No. 061426.1; 2025 Catch Basin Cleaning	\$1,215.45			
				Total:	\$1,215.45	
				Grand Total:	\$1,215.45	

18. Holland Drain

AGENDA

DRAINAGE BOARD FOR THE HOLLAND DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of July 23, 2024
4. Public Comments
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,215.45
6. Other business
7. Approve pro rata payment to Drainage Board Members
8. Adjourn

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

July 23, 2024

A meeting of the Drainage Board for the Holland 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 23rd day of July 2024.

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 January 24, 2023, 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.

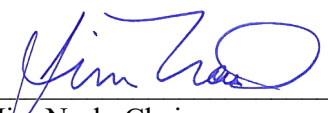
A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$23,100 for the Holland Drain (as attached) were presented. It was moved by Markham, supported by Nash, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$23,100 as presented.

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.



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 Holland Drain, Oakland County, Michigan, held on 23rd day of July 2024, 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 Holland Drain Drainage District.



Jim Nash, Chairperson

Dated: July 23, 2024

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

DATE: Tuesday, July 28, 2026

SUBJECT: Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
N/A	Rogue Industrial Services	Invoice No. 061426.1; 2025 Catch Basin Cleaning	\$1,215.45			
				Total:	\$1,215.45	
				Grand Total:	\$1,215.45	

19. Ireland Drain

AGENDA

DRAINAGE BOARD FOR THE IRELAND DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of January 28, 2025
4. Public Comment
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$6,887.78
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

January 28, 2025

A meeting of the Drainage Board for the Ireland 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 28th day of January 2025.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

David Woodward, Chairperson of the Oakland County Board of Commissioners

Gwen Markham, Chairperson of the Finance Committee, 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 Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$16,079 for the Ireland Drain (as attached) were presented. It was moved by Markham, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$16,079 as presented.

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 Mr. Woodward and Ms. Markham.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

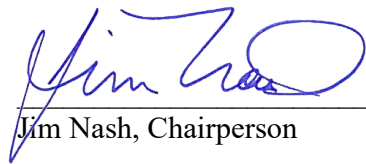


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Ireland Drain, Oakland County, Michigan, held on 28th day of January 2025, 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 Ireland Drain Drainage District.



Jim Nash, Chairperson

Dated: January 28, 2025

MEMO TO:
DRAIN:

DATE:

SUBJECT:

Mr. Jim Nash, Chairman of the Drainage Board for the
IRELAND DRAIN

Tuesday, July 28, 2026

Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
N/A	Rogue Industrial Services	Invoice No. 061426.1; 2025 Catch Basin Cleaning	\$6,887.78			
				Total:	\$6,887.78	
				Grand Total:	\$6,887.78	

20. Joachim Relief Drain

AGENDA

DRAINAGE BOARD FOR THE JOACHIM RELIEF DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of May 26, 2026
4. Public Comments
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$2,701.12
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

May 26, 2026

A meeting of the Drainage Board for the Joachim Relief Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2 p.m. on the 26th day of May 2026.

The meeting was called to order by Chairperson Jim Nash.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Linnie Taylor, Vice Chairperson of the Finance Committee, Oakland County Board of Commissioners

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

David Woodward, Chairperson of the Oakland County Board of Commissioners

Taylor moved to approve the May 26, 2026, agenda as presented. The motion was supported by Nash.

MOTION CARRIED: Yeas – 2, Nays – 0

Minutes of the meeting held January 27, 2026, were presented for consideration. Taylor moved to approve the minutes as presented. The motion was supported by Nash.

MOTION CARRIED: Yeas – 2, Nays – 0

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

Taylor moved to approve payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,394.01 as presented. The motion was supported by Nash.

MOTION CARRIED: Yeas – 2, Nays – 0

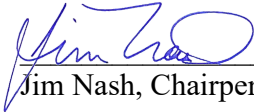
Nash moved to certify attendance and authorize pro rata payment of \$25 per day to Taylor. The motion was supported by Taylor.

MOTION CARRIED: Yeas – 2, Nays – 0

There being no further business, the meeting was adjourned.

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Joachim Relief Drain, Oakland County, Michigan, held on 26th day of May 2026, 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 Joachim Relief Drain Drainage District.



Jim Nash, Chairperson

Dated: May 26, 2026

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

DRAIN:JOACHIM RELIEF DRAIN (Construction Fund)

DATE:Tuesday, July 28, 2026

SUBJECT:Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
N/A	Rogue Industrial Services	Invoice No. 061426.1; 2025 Catch Basin Cleaning	\$2,701.12			
				Total:	\$2,701.12	
				Grand Total:	\$2,701.12	

21. Kasper Drain

AGENDA

DRAINAGE BOARD FOR THE KASPER DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of May 26, 2026
4. Public Comments
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,350.50
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

May 26, 2026

A meeting of the Drainage Board for the Kasper 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 26th day of May 2026.

The meeting was called to order by Chairperson Jim Nash.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Linnie Taylor, Vice Chairperson of the Finance Committee, Oakland County Board of Commissioners

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

David Woodward, Chairperson of the Oakland County Board of Commissioners

Taylor moved to approve the May 26, 2026, agenda as presented. The motion was supported by Nash.

MOTION CARRIED: Yeas – 2, Nays – 0

Minutes of the meeting held March 26, 2024, were presented for consideration. Taylor moved to approve the minutes as presented. The motion was supported by Nash.

MOTION CARRIED: Yeas – 2, Nays – 0

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

Taylor moved to approve payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$7,223.36 as presented. The motion was supported by Nash.

MOTION CARRIED: Yeas – 2, Nays – 0

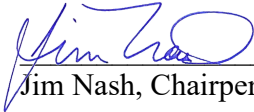
Nash moved to certify attendance and authorize pro rata payment of \$25 per day to Taylor. The motion was supported by Taylor.

MOTION CARRIED: Yeas – 2, Nays – 0

There being no further business, the meeting was adjourned.

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Kasper Drain, Oakland County, Michigan, held on the 26th day of May 2026, 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 Kasper Drain Drainage District.



Jim Nash, Chairperson

Dated: May 26, 2026

MEMO TO:
DRAIN:

Mr. Jim Nash, Chairman of the Drainage Board for the
KASPER DRAIN

DATE:

Tuesday, July 28, 2026

SUBJECT:

Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
N/A	Rogue Industrial Services	Invoice No. 061426.1; 2025 Catch Basin Cleaning	\$1,350.50			
				Total:	\$1,350.50	
				Grand Total:	\$1,350.50	

22. Lueders Drain

AGENDA

DRAINAGE BOARD FOR THE LUEDERS DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of January 27, 2026
4. Public Comments
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,890.82
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

January 27, 2026

A meeting of the Drainage Board for the Lueders 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 27th day of January 2026.

The meeting was called to order by Chairperson Jim Nash.

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 December 16, 2025, 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 Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$26,752.00 for the Lueders Drain was presented. It was moved by Markham, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll as presented.

ADOPTED: Yeas - 3
Nays - 0

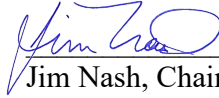
It was moved by Nash, supported by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Markham and Woodward.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Lueders Drain, Oakland County, Michigan, held on the 27th day of January 2026, 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 Lueders Drain Drainage District.



Jim Nash, Chairperson

Dated: January 27, 2026

MEMO TO:
DRAIN:

DATE:

SUBJECT:

Mr. Jim Nash, Chairman of the Drainage Board for the
LUEDERS DRAIN

Tuesday, July 28, 2026

Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
N/A	Rogue Industrial Services	Invoice No. 061426.1; 2025 Catch Basin Cleaning	\$1,890.82			
				Total:	\$1,890.82	
				Grand Total:	\$1,890.82	

23. Luz Relief Drains

AGENDA

MEETING OF THE DRAINAGE BOARD FOR THE LUZ RELIEF DRAINS

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of May 26, 2026
4. Public Comments
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$8,455.99
6. Other Business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

May 26, 2026

A meeting of the Drainage Board for the Luz Relief Drains was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2 p.m. on the 26th day of May 2026.

The meeting was called to order by Chairperson Jim Nash.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Linnie Taylor, Vice Chairperson of the Finance Committee, Oakland County Board of Commissioners

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

David Woodward, Chairperson of the Oakland County Board of Commissioners

Taylor moved to approve the May 26, 2026, agenda as presented. The motion was supported by Nash.

MOTION CARRIED: Yeas – 2, Nays – 0

Minutes of the meeting held April 28, 2026, were presented for consideration. Taylor moved to approve the minutes as presented. The motion was supported by Nash.

MOTION CARRIED: Yeas – 2, Nays – 0

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

Michael Walsh, P.E., Civil Engineer III, presented a memorandum regarding an amendment to the Engineering Services Agreement with HRC to add construction engineering services and additional design services.

Taylor moved to approve the engineering work order authorizing the provision of construction-phase engineering services and to increase HRC's contract by \$81,000.00, for a total amount not to exceed \$224,000.00, as presented. The motion was supported by Nash.

MOTION CARRIED: Yeas – 2, Nays – 0

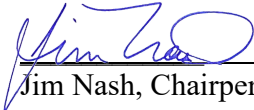
Nash moved to certify attendance and authorize pro rata payment of \$25 per day to Taylor. The motion was supported by Taylor.

MOTION CARRIED: Yeas – 2, Nays – 0

There being no further business, the meeting was adjourned.

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Luz Relief Drains, Oakland County, Michigan, held on the 26th day of May 2026, 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 Luz Relief Drains Drainage District.



Jim Nash, Chairperson

Dated: May 26, 2026

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the
DRAIN: **LUZ RELIEF DRAINS (Construction Fund)**

DATE: Tuesday, July 28, 2026

SUBJECT: Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17918	HRC	Invoice No. 0238680; Professional Services	\$8,455.99			
				Project Total:	\$8,455.99	
				Grand Total:	\$8,455.99	

24. Pontiac Clinton River #1 Drain

AGENDA

DRAINAGE BOARD FOR THE PONTIAC CLINTON RIVER NO. 1 DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of September 23, 2025
4. Public Comments
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,485.55
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE PONTIAC CLINTON RIVER NO. 1 DRAIN**

September 23, 2025

A meeting of the Drainage Board for the Pontiac Clinton River No. 1 Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2 p.m. on the 23rd day of September 2025.

The meeting was called to order by Chairperson Jim Nash.

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 August 26, 2025, 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.

The Final Construction Estimate for Pamar Enterprises for construction of the Pontiac Clinton River No. 1 Drain Drainage District Improvements in the amount of \$30,650.43 and a final reserve payment to the contractor in the amount of \$30,650.43 was presented. It was moved by Markham, supported by Woodward, to approve the Final Construction Estimate 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 \$10,703.17 was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund as presented.

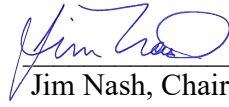
ADOPTED: Yeas - 3
Nays - 0

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

ADOPTED: Yeas - 3

Nays - 0

There being no further business, the meeting was adjourned.

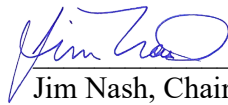


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Pontiac Clinton River No. 1 Drain, Oakland County, Michigan, held on the 23rd day of September 2025, 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 Pontiac Clinton River No. 1 Drain Drainage District.



Jim Nash, Chairperson

Dated: September 23, 2025

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

DRAIN:PONTIAC CLINTON RIVER NO. 1 DRAIN (Construction Fund)

DATE:Tuesday, July 28, 2026

SUBJECT:Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
N/A	Rogue Industrial Services	Invoice No. 061426.1; 2025 Catch Basin Cleaning	\$1,485.55			
				Total:	\$1,485.55	
				Grand Total:	\$1,485.55	

25. Pontiac Clinton River No. 3 Drain

AGENDA

DRAINAGE BOARD FOR THE PONTIAC CLINTON RIVER NO. 3 DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of May 26, 2026
4. Public Comments
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$4,726.98
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE PONTIAC CLINTON RIVER NO. 3 DRAIN**

May 26, 2026

A meeting of the Drainage Board for the Pontiac Clinton River No. 3 Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2 p.m. on the 26th day of May 2026.

The meeting was called to order by Chairperson Jim Nash.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Linnie Taylor, Vice Chairperson of the Finance Committee, Oakland County Board of Commissioners

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

David Woodward, Chairperson of the Oakland County Board of Commissioners

Taylor moved to approve the May 26, 2026, agenda as presented. The motion was supported by Nash.

MOTION CARRIED: Yeas – 2, Nays – 0

Minutes of the meeting held August 26, 2025, were presented for consideration. Taylor moved to approve the minutes as presented. The motion was supported by Nash.

MOTION CARRIED: Yeas – 2, Nays – 0

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

Taylor moved to approve payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$2,914.68 as presented. The motion was supported by Nash.

MOTION CARRIED: Yeas – 2, Nays – 0

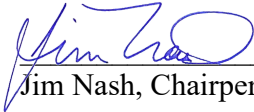
Nash moved to certify attendance and authorize pro rata payment of \$25 per day to Taylor. The motion was supported by Taylor.

MOTION CARRIED: Yeas – 2, Nays – 0

There being no further business, the meeting was adjourned.

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Pontiac Clinton River No. 3 Drain, Oakland County, Michigan, held on the 26th day of May 2026, 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 Pontiac Clinton River No. 3 Drain Drainage District.



Jim Nash, Chairperson

Dated: May 26, 2026

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

DRAIN:PONTIAC CLINTON RIVER NO. 3 DRAIN

DATE:Tuesday, July 28, 2026

SUBJECT:Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
N/A	Rogue Industrial Services	Invoice No. 061426.1; 2025 Catch Basin Cleaning	\$4,726.98			
				Total:	\$4,726.98	
				Grand Total:	\$4,726.98	

26. Robert Huber Drain

AGENDA

DRAINAGE BOARD FOR THE ROBERT HUBER DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of December 16, 2025
4. Public Comment
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,215.45
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE ROBERT HUBER DRAIN**

December 16, 2025

A meeting of the Drainage Board for the Robert Huber 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 16th day of December 2025.

The meeting was called to order by Chairperson Jim Nash.

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 January 28, 2025, 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.

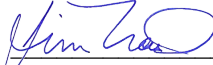
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$2,382.42 was presented. It was moved by Markham, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund as presented.

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 Markham.

ADOPTED: Yeas - 2
Nays - 0

There being no further business, the meeting was adjourned.

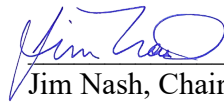


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Robert Huber Drain, Oakland County, Michigan, held on 16th day of December 2025, 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 Robert Huber Drain Drainage District.



Jim Nash, Chairperson

Dated: December 16, 2025

MEMO TO:
DRAIN:

DATE:

SUBJECT:

Mr. Jim Nash, Chairman of the Drainage Board for the
ROBERT HUBER DRAIN

Tuesday, July 28, 2026

Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
N/A	Rogue Industrial Services	Invoice No. 061426.1; 2025 Catch Basin Cleaning	\$1,215.45			
				Total:	\$1,215.45	
				Grand Total:	\$1,215.45	

27. Rufe Collier Drain

AGENDA

DRAINAGE BOARD FOR THE RUFÉ COLLIER DRAIN

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of June 23, 2026
4. Public Comment
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$2,232.50
6. Other Business
7. Approve pro rata payment to Drainage Board members.
8. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
RUFÉ COLLIER DRAIN EXTENSION**

June 23, 2026

A meeting of the Drainage Board for the Rufe Collier Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2 p.m. on the 23rd day of June 2026.

The meeting was called to order by Chairperson Jim Nash.

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

Markham moved, seconded by Woodward, to approve the June 23, 2026, agenda as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Minutes of the meeting held May 26, 2026, were presented for consideration. Markham moved, seconded by Woodward, to approve the minutes as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

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

Markham moved, seconded by Woodward, to authorize the Chairperson to execute the construction contract with Catskill Remedial Contracting Services, Inc., for an amount not to exceed \$375,329.59, and to execute the grant agreement upon its approval and execution by the Pontiac City Council, as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Markham moved, seconded by Woodward, to approve payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$24,426.23 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

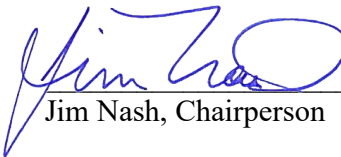
Nash moved, seconded by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Markham and Woodward.

MOTION CARRIED: Yeas – 3, Nays – 0

There being no further business, the meeting was adjourned.

I hereby certify that the foregoing is a true and complete copy of the minutes of the meeting of the Drainage Board for the Rufe Collier Drains, Oakland County, Michigan, held on the 23rd day of June 2026, 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 Rufe Collier Drains Drainage District.



Jim Nash, Chairperson

Dated: June 23, 2026

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the
DRAIN: **RUFE COLLIER DRAIN (Construction Fund)**

DATE: Tuesday, July 28, 2026

SUBJECT: Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17851	Drummond Carpenter	Invoice No. 6348; Professional Services	\$2,232.50			
				Project Total:	\$2,232.50	
				Grand Total:	\$2,232.50	

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

AGENDA
DRAINAGE BOARD FOR
THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY

July 28, 2026

1. Call meeting to order
2. Approve meeting agenda for July 28, 2026
3. Approve minutes of meeting of June 23, 2026
4. Public Comments
5. Present Construction Estimate No. 24 for Clark Construction Company for construction of the Optimization Phase I Project in the amount of \$910,636.24
6. Present Construction Estimate No. 18 for Clark Construction Company for construction of the Optimization Phase II Project in the amount of \$1,926,852.95 with a transfer to the Oakland County Treasurer in the amount of \$214,094.77
7. 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 \$319,643.80
8. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund in the amount of \$109,728.73
9. Closed session pursuant to Section 8(e) of the Open Meetings Act to consult with the district's attorney in connection with *Michigan Department of Environment, Great Lakes, and Energy v Clinton River Water Resources Recovery Facility Drainage District*, case number 2026-2985-CE, 30th Judicial Circuit Court
10. Resolution regarding Defense, Indemnification, and Hold Harmless Obligations in Connection with Litigation Commenced by EGLE
11. Other business
12. Approve pro rata payment to Drainage Board members
13. Adjourn

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

June 23, 2026

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 p.m. on the 23rd day of June 2026.

The meeting was called to order by Chairperson Jim Nash.

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

Markham moved, seconded by Woodward, to approve the June 23, 2026, agenda as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Minutes of the meeting held May 26, 2026, were presented for consideration. Markham moved, seconded by Woodward, to approve the minutes as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

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

Markham moved, seconded by Woodward, to approve Change Order No. 1 for Trojan Development Company, Inc. for construction of the Metering Stations Improvements for a net increase in the amount of \$13,740.30 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Markham moved, seconded by Woodward, to approve Change Order No. 17 for Clark Construction Company for construction of the Optimization Phase I Project for a net increase in the amount of \$45,668.00 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Markham moved, seconded by Woodward, to approve Construction Estimate No. 23 for Clark Construction Company for construction of the Optimization Phase I Project in the amount of \$647,363.54 with a transfer to the Oakland County Treasurer in the amount of \$2,984.65 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Markham moved, seconded by Woodward, to approve Construction Estimate No. 4 for Trojan Development Company, Inc. for construction of the CRWRRF Metering Stations Improvements in the amount of \$47,127.98 with a transfer to the Oakland County Treasurer in the amount of \$687.02 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Markham moved, seconded by Woodward, to approve Construction Estimate No. 17 for Clark Construction Company for construction of the Optimization Phase II Project in the amount of \$833,493.60 with a transfer to the Oakland County Treasurer in the amount of \$92,610.40 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Markham moved, seconded by Woodward, to approve payment of invoices and/or reimbursement of the Drain Revolving Fund from the maintenance fund in the amount of \$320,291.75 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Markham moved, seconded by Woodward, to approve payment of invoices and/or reimbursement of the Drain Revolving Fund from the construction fund in the amount of \$266,464.38 as presented.

MOTION CARRIED: Yeas – 3, Nays – 0

Nash moved, seconded by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Markham and Woodward.

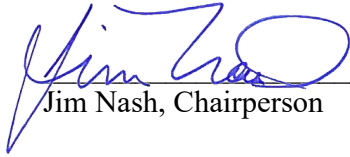
MOTION CARRIED: Yeas – 3, Nays – 0

Kelsey Cooke, Manager and Chief Legal Officer, reported that the Michigan Department of Environment, Great Lakes, and Energy (EGLE) has filed a lawsuit against the Drainage District regarding Generator 6 emissions compliance testing.

There being no further business, the meeting was adjourned.

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 23rd day of June 2026, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



Jim Nash, Chairperson

Dated: June 23, 2026

Jim Nash, Oakland County Water Resources Commissioner
Clinton River Water Resource Recovery Facility (CRWRRF) Drainage District
For Construction of the CRWRRF Optimization I
City of Pontiac
Oakland County, Michigan

Construction Estimate No. 24 ✓	Period : June 1, 2026 to June 30, 2026 ✓
Date : 7/17/2026	PO No. PO 00043820
Department No. : 6010101	Account No. : 731472
Fund No. : 84686	Program No. : 149015
Project No. : PRJ-17461	Activity : FAC
	Vendor No. : 40855
Contractor :	Contract No. : CON00010566
Clark Construction Company	Notice to Proceed : 11/17/2023
2660 Superior Court	Substantial Completion Date : 11/16/2026
Auburn Hills, MI 48326	Final Completion Date : 01/30/2027
Original Contract Amount:	\$30,550,434.00
Previous Change Order Numbers (1 through 16):	\$597,651.00 ✓
Change Orders This Estimate Numbers:	\$0.00
Total Net Change Orders:	\$597,651.00
Adjusted Contract Amount:	\$31,148,085.00 ✓
Subtotal To Date: (Sheet 2 of 2 Column 7)	\$27,093,569.73
Less Deductions to Date: (Sheet 2 of 2 Column 7)	\$0.00
Gross Estimate: (Work in Place) 86.98%	\$27,093,569.73
Less Amount Reserved: (5% of Adjusted Contract Amount)	\$1,557,404.25
Total Amount Allowed To Date:	\$25,536,165.48
Less Previous Estimates:	\$24,625,529.24 ✓
Net Payment Request To Be Paid To Contractor:	\$910,636.24
Reserve Payment to Contractor	\$0.00
Balance of Contract To Date \$4,054,515.27 ✓	Accounting Auditor: HDG 7/17/26
Less Previous Transfers To Reserve:	\$1,557,404.25 ✓
Amount of Current Transfer:	\$0.00
Signed by: Allen Gelderloos, P.E. 17-Jul-2026	
Prepared by: _____	Date: 17-Jul-2026
Signed by: Jennifer Cook, P.E. 17-Jul-2026	
Recommended by: _____	Date: 17-Jul-2026
Signed by: Jen Cook, P.E. - Assistant Chief Engineer 17-Jul-2026	
Approved by: _____	Date: _____
Signed by: Joel Brown, P.E. - Chief Engineer	
Approved by: _____	Date: _____
Signed by: Gary Nigro, P.E. - Manager	
Approved by Board on: _____	

Jim Nash, Oakland County Water Resources Commissioner
Clinton River Water Resource Recovery Facility (CRWRRF) Drainage District
For Construction of the CRWRRF Optimization II
City of Pontiac
Oakland County, Michigan

Construction Estimate No. 18 ✓	Estimate Period : June 1, 2026 to June 30, 2026 ✓
Date : 7/16/2026	PO No. : PO 00076494
Department No. : 6010101	Account No. : 731472
Fund No. : 84686	Program No. : 149015
Project No. : PRJ-17720	Activity : FAC
	Vendor No. : 40855
Contractor : Clark Construction Company	Contract No. : CON00011282
2660 Superior Court	Notice to Proceed : 10/28/2024
Auburn Hills, MI 48326	Substantial Completion Date : 10/28/2027
Original Contract Amount:	Final Completion Date : 01/26/2028
	\$35,893,916.00
Previous Change Order Numbers (1 through 6):	\$251,365.00 ✓
Change Orders This Estimate Numbers (None):	\$0.00
Total Net Change Orders:	\$251,365.00
Adjusted Contract Amount:	\$36,145,281.00
Subtotal To Date: (Sheet 2 of 2 Column 7)	\$12,742,378.14
Less Deductions to Date: (Sheet 2 of 2 Column 7)	\$0.00
Gross Estimate: (Work in Place) 35.25%	\$12,742,378.14
Less Amount Reserved: (10% of Gross Estimate)	\$1,274,237.81
Total Amount Allowed To Date:	\$11,468,140.33
Less Previous Estimates:	\$9,541,287.38 ✓
Net Payment Request To Be Paid To Contractor:	\$1,926,852.95
Reserve Payment to Contractor	\$0.00
Balance of Contract To Date \$23,402,902.86 ✓	Accounting Auditor: HDG 7/16/26
Less Previous Transfers To Reserve:	\$1,060,143.04 ✓
Amount of Current Transfer:	\$214,094.77
Signed by: Allen Gelderloos, P.E.	Date: 16-Jul-2026
Prepared by: Jacobs Consulting Inc - Consulting Engineer	Date: 16-Jul-2026
Recommended by: Jennifer Cook, P.E.	Date: 17-Jul-2026
Approved by: Joel Brown, P.E.	Date: 17-Jul-2026
Approved by: Gary Nigro, P.E. - Manager	Date:
Approved by Board on:	

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the
DRAIN: **CLINTON RIVER WATER RESOURCE RECOVERY FACILITY**
(Maintenance Fund)
DATE: Tuesday, July 28, 2026
SUBJECT: Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17963	Ferguson	Invoice No. 0239473; Parts/Equipment	\$23,744.00			
	Robert's Water Technology	Invoice No. 471403; Field Labor	\$28,733.25			
			Project Total:	\$52,477.25		
13470	Hamlet Environmental	Invoice No. 2026290; Parts	\$24,137.59			
			Project Total:	\$24,137.59		
13485	Motor City	Invoice No. 40144; Chemicals	\$13,650.00			
			Project Total:	\$13,650.00		
17940	CDM Smith	Invoice No. 90267483; As-needed Engineering	\$9,652.31			
	CDM Smith	Invoice No. 90268430; As-needed Engineering	\$15,858.17			TBP
			Project Total:	\$25,510.48		
13679	HRC	Invoice No. 0238471; Professional Services	\$4,190.16			
			Project Total:	\$4,190.16		
N/A	Brantley Development	Invoice No. OpDmisc26; Vegetation Control	\$1,200.00			
	Cambi	Invoice No. 609810-SP-073; Parts & Freight	\$7,116.44			
	FSBR	Invoice No. 41013; Legal Services	\$4,028.50			
	Hamlett Environmental	Invoice No. 2026219; Parts & Shipping	\$9,436.00			
	Haviland	Invoice No. 576566; Chemicals	\$3,330.00			
	Haviland	Invoice No. 576938; Chemicals	\$11,555.00			
	Haviland	Invoice No. 576939; Chemicals	\$3,103.00			
	Haviland	Invoice No. 576989; Chemicals	\$7,620.46			
	H-O-H Water Technology	Invoice No. 731418; Chemical & Service	\$2,195.55			
	MES	Invoice No. IN2476657; Parts	\$1,105.00			
	MLC	Invoice No. 10076; Legal Services	\$1,500.00			
	Pro-Seal	Invoice No. 261266; Parts	\$1,525.00			
	Pro-Seal	Invoice No. 262059; Parts	\$2,048.00			
	PVS	Invoice No. 402883; Chemicals	\$3,258.56			
	PVS	Invoice No. 402942; Chemicals	\$5,222.40			
	Rotor Electric	Invoice No. 12991; Emergency Repair Work	\$3,345.20			
	Saber	Invoice No. 50852; Building Cleaning	\$1,800.00			
	Service Glass	Invoice No. 254718; Parts & Labor	\$17,197.00			
	D3W	Invoice No. 6030; Chemicals	\$5,720.00			
	D3W	Invoice No. 6050; Chemicals	\$5,720.00			

Haviland	Invoice No. 574408; Chemicals	\$6,081.00
Haviland	Invoice No. 574917; Chemicals	\$7,468.86
Haviland	Invoice No. 575775; Chemicals	\$7,513.81
Haviland	Invoice No. 575956; Chemicals	\$9,059.00
Lamphere's Landscaping	Invoice No. 19011; Tree Removal	\$3,500.00
Lamphere's Landscaping	Invoice No. 19014; Cottonwood Removal	\$7,500.00
Limbach	Invoice No. 31349; AC Unit Service	\$1,268.10
PVS	Invoice No. 402047; Chemicals	\$4,695.24
PVS	Invoice No. 402140; Chemicals	\$2,808.96
PVS	Invoice No. 402578; Chemicals	\$4,686.00
Waste Management	Invoice No. 9025158-1714-3; Special Watse Liner & Disposal	\$5,089.80
Waste Management	Invoice No. 9025172-1714-4; Special Watse Liner & Disposal	\$1,182.01
Andritz	Invoice No. 8480140258; Materials & Freight	\$4,654.22
Hamlett Environmental	Invoice No. 0000234; Materials	\$1,376.00
Haviland	Invoice No. 577650; Chemicals	\$6,081.00
PVS	Invoice No. 403449; Chemicals	\$4,949.04
Tetra Tech	Invoice No. 52614524; Labor	\$9,202.50

Total:	\$185,141.65
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Pcard	USABluebook	Invoice No. INV01097196	\$2,717.24
	Grainger	Invoice No. 9961659787	\$1,143.20
	Grainger	Invoice No. 9947870953	\$1,343.15
	Grainger	Invoice No. 9946914133	\$1,343.15
	MiMotion	Invoice No. MI01-01117118	\$5,279.12
	USABluebook	Invoice No. INV01080780	\$2,710.81

Total:	\$14,536.67
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Grand Total:	\$319,643.80
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MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the
DRAIN: CLINTON RIVER WATER RESOURCE RECOVERY FACILITY
(Construction Fund)
DATE: Tuesday, July 28, 2026
SUBJECT: Request for Approval of Invoices and/or
Reimbursement of the Drain Revolving Fund (where indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17720	Nowak & Fraus Engineers	Invoice No. 131084; Professional Services	\$5,961.25			
	PMA	Invoice No. 04582.00-2.0-15; Professional Services	\$3,452.53			
	PMA	Invoice No. 04582.00-2.0-16; Professional Services	\$2,071.52			
Project Total:				\$11,485.30		
10103	Jacobs	Invoice No. C6A21700-42; Labor & Expenses	\$98,243.43			TBP
Project Total:				\$98,243.43		
Grand Total:				\$109,728.73		

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

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

FROM: Kelsey Cooke, Manager and Chief Legal Officer

SUBJECT: Resolution holding harmless Oakland County and the Water Resources Commissioner in his capacity as a countywide elected official

DATE: July 28, 2026

On June 16, 2026, the Clinton River Water Resource Recovery Facility Drainage District and the Water Resources Commissioner were named as defendants in a lawsuit entitled *Michigan Department of Environment, Great Lakes, and Energy v Oakland County Water Resources Commissioner and Clinton River Water Resources Recovery Facility Drainage District*, Case No. 26-2985-CE.

The lawsuit primarily concerns alleged air quality violations associated with a generator at the facility. However, the facility had been authorized by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) – the plaintiff in this matter – to replace the generator. The replacement generator has been ordered and is expected to be installed upon its arrival this fall.

Moreover, even absent EGLE's authorization to replace the generator, the claims asserted in the lawsuit appear to be barred by applicable statutory requirements. Specifically, a notice of violation must be issued within six months of the alleged violation. In addition, the plaintiff is required to exhaust all available administrative remedies before initiating a civil action. Here, an administrative proceeding concerning the matter remains pending before an Administrative Law Judge. As a result, the plaintiff has not yet exhausted its administrative remedies as required by law.

Because the Water Resources Commissioner has been named as a defendant and serves as an agent of Oakland County in his capacity as a countywide elected official, it is both reasonable and appropriate for this Board to adopt the accompanying resolution indemnifying Oakland County and the Water Resources Commissioner in agreeing to defend and hold the County, and the Commissioner, harmless from any liability arising from this litigation.

Requested Action: Adopt the attached resolution indemnifying, defending, and holding harmless Oakland County and the Water Resources Commissioner in his capacity as a countywide elected official with respect to the claims asserted in the attached lawsuit.

**A RESOLUTION OF THE CLINTON RIVER WATER RESOURCE RECOVERY
FACILITY DRAINAGE DISTRICT REGARDING DEFENSE, INDEMNIFICATION,
AND HOLD HARMLESS OBLIGATIONS IN CONNECTION WITH LITIGATION
COMMENCED BY THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT
LAKES, AND ENERGY**

WHEREAS the Clinton River Water Resource Recovery Facility Drainage District (District) is a public intra-county drainage district established pursuant to Chapter 20 of the Michigan Drain Code, Public Act 40 of 1956, as amended; and

WHEREAS on or about June 17, 2026, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) commenced litigation naming the District and the Oakland County Water Resources Commissioner, as defendants; and

WHEREAS the District recognizes that the Clinton River Water Resource Recovery Facility is owned, operated, financed, maintained, and administered for the benefit of the District and its constituent municipalities and communities; and

WHEREAS the District desires to acknowledge responsibility for matters arising from the ownership, operation, maintenance, management, permitting, compliance, and administration of the Clinton River Water Resource Recovery Facility to the fullest extent permitted by law; and

WHEREAS the District finds that it is in the best interests of the District and its constituent municipalities to protect Oakland County and the Office of the Oakland County Water Resources Commissioner from financial loss arising from claims asserted against them solely by reason of their relationship with the District and the Clinton River Water Resource Recovery Facility.

NOW THEREFORE BE IT RESOLVED that to the fullest extent permitted by applicable law, the District hereby acknowledges and accepts responsibility for the defense and resolution of claims, demands, causes of action, damages, penalties, fines, costs, expenses, and liabilities arising from or relating to the ownership, operation, maintenance, management, permitting, compliance status, or administration of the Clinton River Water Resource Recovery Facility that are the subject of the EGLE litigation.

BE IT FURTHER RESOLVED that, subject to applicable law and the availability of lawfully appropriated funds, the District shall defend, indemnify, and hold harmless Oakland County and the Office of the Oakland County Water Resources Commissioner, together with their elected officials, officers, employees, agents, representatives, successors, and assigns, from and against any and all claims, liabilities, damages, penalties, judgments, settlements, losses, costs, and expenses, including reasonable attorneys' fees and litigation costs, arising out of or relating to the matters alleged in the EGLE litigation.

BE IT FURTHER RESOLVED that the District hereby agrees that Oakland County and the Office of the Oakland County Water Resources Commissioner shall be held harmless from any

and all financial obligations, liability, judgment, settlement, penalty, fine, assessment, or expense arising from the EGLE litigation to the fullest extent authorized by law.

BE IT FURTHER RESOLVED that nothing in this Resolution shall be construed as:

- (a) a waiver of any governmental immunity, defense, limitation of liability, or legal protection available to the District, Oakland County, or the Office of the Oakland County Water Resources Commissioner;
- (b) an admission of fault, wrongdoing, negligence, liability, or statutory violation by any party; or
- (c) an obligation beyond that permitted under the Constitution and laws of the State of Michigan.

BE IT FURTHER RESOLVED that the Chairperson is hereby authorized to execute such agreements and documents and take such further actions as may be necessary to effectuate the purposes of this Resolution.

This Resolution shall take effect immediately upon adoption.

AYES: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

I, the undersigned, hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Clinton River Water Resource Recovery Facility Drainage District at a meeting duly held on July 28, 2026.

Jim Nash, Chairperson