

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

1. Huron Rouge Sanitary Drain
2. Acacia Park CSO Drain
3. Birmingham CSO Drain
4. Bloomfield Village CSO Drain
5. Evergreen-Farmington Sanitary Drain
6. Rufe Collier Drain
7. Nelson Drain
8. Joseph Jones Drain
9. Augusta Drain
10. Edwards Relief Drain
11. Brewer Drain
12. Brotherton Drain
13. Caddell Drain
14. Halfpenny Drain
15. Hampton Drain
16. Jensen Drain
17. Joachim Drain
18. Luz Relief Drains
19. Mainland Drain
20. Northwest Oakland Sanitary Drain
21. George W. Kuhn Drain
22. 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, OCTOBER 28, 2025**, 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](mailto:TODDM@OAKGOV.COM). PERSONS WITH DISABILITIES WHO NEED ASSISTANCE PARTICIPATING IN THE MEETING SHOULD CONTACT MEL TODD AT [TODDM@OAKGOV.COM](mailto:TODDM@OAKGOV.COM).

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

Posted by: October 22, 2025

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# **1. Huron Rouge Sanitary Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE HURON ROUGE SANITARY DRAIN**

October 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of September 23, 2025
3. Public Comments
4. Hearing on Objections to the City of Novi Petition, dated August 11, 2025, and the proposed Huron Rouge Sanitary Drain, and the matter of assessing the cost of the Huron Rouge Sanitary Drain to the City of Novi
  - a. Open Hearing (Chairperson)
  - b. Overview of Petition and Chapter 20 Process (Lauren Burton, Clark Hill PLC)
  - d. Request Written Comments or Objections (Chairperson)
  - e. Request Public Comments or Objections (Chairperson)
  - f. Close of Hearing (Chairperson)
5. Motion to Authorize Chairperson to sign Final Order of Determination
6. Motion to Designate Service Area
7. Motion to Approve Route and Course and Project Summary
8. Motion to Set Tentative Apportionments
9. Motion to Set Date, Time, and Location for Hearing on Objections to Apportionments (December 16, 2025 – 2:00 p.m. at Oakland County Public Works Building)
10. Other Business
11. Approve pro rata payment to Drainage Board members
12. Adjourn

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

September 23, 2025

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 23<sup>rd</sup> 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

The proposed agenda was presented. It was moved by Markham, supported by Nash to approve the September 23, 2025, agenda as presented

ADOPTED: Yeas - 3  
Nays - 0

Presentation of Petition and Proposed Drain Project

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

Board deliberation and determination of the following ensued:

A tentative determination as to the sufficiency of the petition was presented. It was moved by Markham, supported by Nash that the petition is sufficient.

ADOPTED: Yeas - 3  
Nays - 0

A tentative determination as to practicability of the proposed Drain was presented. It was moved by Markham, supported by Nash that the proposed drain is practicable.

ADOPTED: Yeas - 3  
Nays - 0

A tentative determination as to the public corporations to be assessed was presented. It was moved by Markham, supported by Nash that the public corporations to be assessed for the cost of the drain project is the City of Novi.

ADOPTED: Yeas - 3

Nays - 0

Designation to name the Drain and Drainage District was presented. It was moved by Markham, supported by Nash that the name of the Drain shall be Huron Rouge Sanitary Drain and the name of the drainage district shall be Huron Rouge Sanitary Drain Drainage District.

ADOPTED: Yeas - 3  
Nays - 0

Setting a time, date, and place to hear objections to the proposed Drain and the petition for the Drain, and to the matter of assessing the cost of the Drain to the designated public corporations was presented. It was moved by Markham, supported by Nash that a meeting to hear objections to the petition and the proposed Drain, and the matter of assessing costs of the Drain to the designated public corporations, shall take place at the Oakland County Public Works Building on October 28, 2025, at 2 p.m.

ADOPTED: Yeas - 3  
Nays - 0

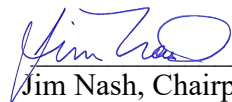
The Drainage Board Resolution was presented. It was moved by Markham, supported by Woodward to adopt a resolution regarding the tentative determination of the sufficiency of the petition, practicability of the proposed drain, and the public corporations to be assessed for the cost of the drain; to name the drain and drainage district; and to schedule the hearing on objections.

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

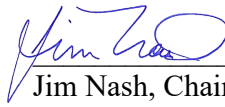
There being no further business, the meeting was adjourned.

  
\_\_\_\_\_  
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 Huron Rouge Sanitary Drain, Oakland County, Michigan, held on the 23<sup>rd</sup> 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 Huron Rouge Sanitary Drain Drainage District.

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

Dated: September 23, 2025

**RESOLUTION AUTHORIZING THE FILING OF A  
PETITION TO LOCATE, ESTABLISH, AND CONSTRUCT A COUNTY DRAIN  
PURSUANT TO CHAPTER 20 OF PUBLIC ACT 40 OF 1956, AS AMENDED**

**HURON ROUGE SANITARY DRAIN**

At a regular meeting of the City Council of the City of Novi, Oakland County, Michigan, held at The City of Novi on August 11, 2025, at 7:00 pm, local time.

PRESENT: Councilmembers Fischer, Casey, Gurumurthy, Heintz, Smith, and Thomas (6).

ABSENT: Councilmember Staudt (1).

The following resolution was offered by Thomas and seconded by Smith.

WHEREAS, the City Council has determined that the location, establishment, and construction of the proposed Huron Rouge Sanitary Drain is necessary for the public health of the City; and

WHEREAS, the conversion of the Huron Rouge Sewage Disposal System to a Chapter 20 drain provides substantial benefit to the City including:

- Governance composed of three (3) elected officials from the County Board of Commissioner's Office and the Water Resource Commissioner;
- Improved transparency and communication through regularly scheduled open public meetings, formal minutes, and formal approval of invoices and contracts by the Drain Board; and
- The ability to conduct public hearings to solicit comments from the communities and the public for all future bond financed projects; and

WHEREAS, the City desires to file a petition with the Oakland County Water Resources Commissioner pursuant to Chapter 20 of Public Act 40 of 1956, as amended ("Drain Code"), for the location, establishment, and construction of the proposed Huron Rouge Sanitary Drain, to be located and established in the City of Novi, Oakland County, Michigan.


NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Novi, as follows:

1. The Mayor and City Clerk are hereby authorized and directed to execute and file the petition substantially in the form attached to the Oakland County Water Resources Commissioner by certified mail.
2. The Mayor and City Clerk are further hereby authorized and directed to enter into an agreement related to the project contemplated by the Petition and to file the same with the Oakland County Water Resources Commissioner.

3. The City Council hereby consents to the assessment of its share of the entire cost of the location, establishment, and construction of the Huron Rouge Sanitary Drain levied against the City.
4. The City agrees that it will pay its share of the costs incurred by the Oakland County Water Resources Commissioner or the Drainage District in the event that the Drain is not constructed.
5. The City acknowledges that the County of Oakland, its Board of Commissioners, and the Oakland County Water Resources Commissioner will not contribute to the cost of the location, establishment, and construction of the Drain or its operation and maintenance except to the extent that Oakland County may be assessed for the cost of the Huron Rouge Sanitary Drain or may agree to contribute to the cost of the location, establishment, and construction of the Huron Rouge Sanitary Drain in accordance with the provisions of Chapter 20 of Public Act 40 of 1956, as amended.
6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF OAKLAND    )

I, the undersigned, the duly qualified and acting Clerk of the City of Novi, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting on the City Council on the 11<sup>th</sup> day of August, 2025.

  
Cortney Hanson, City Clerk

**HURON ROUGE SANITARY DRAIN DRAINAGE BOARD**

**FINAL ORDER OF DETERMINATION**

**WHEREAS**, on August 11, 2025, a petition was filed by the City of Novi pursuant to Section 482 (Chapter 20) of Public Act 40 of 1956, as amended, for the locating, establishing, and constructing of the Huron Rouge Sanitary Drain, which is to be wholly located and established in the City of Novi, County of Oakland, State of Michigan; and

**WHEREAS**, on September 23, 2025, the Huron Rouge Sanitary Drain Drainage Board considered the petition and made a tentative determination that the petition was sufficient, that the proposed Drain was practicable, and that the City of Novi should be assessed for the cost of the project; and

**WHEREAS**, on October 28, 2025, the Huron Rouge Sanitary Drain Drainage Board held a public hearing for the purpose of receiving any objections to the sufficiency of the petition, to the practicability of the proposed Drain, and to the matter of assessing the cost of the project to the City of Novi.

**NOW THEREFORE**, the Huron Rouge Sanitary Drain Drainage Board hereby orders and determines that said petition is sufficient, that the proposed Drain is practicable and should be constructed, and that the City of Novi should be assessed for the cost of the project.

**HURON ROUGE SANITARY DRAIN  
DRAINAGE BOARD**

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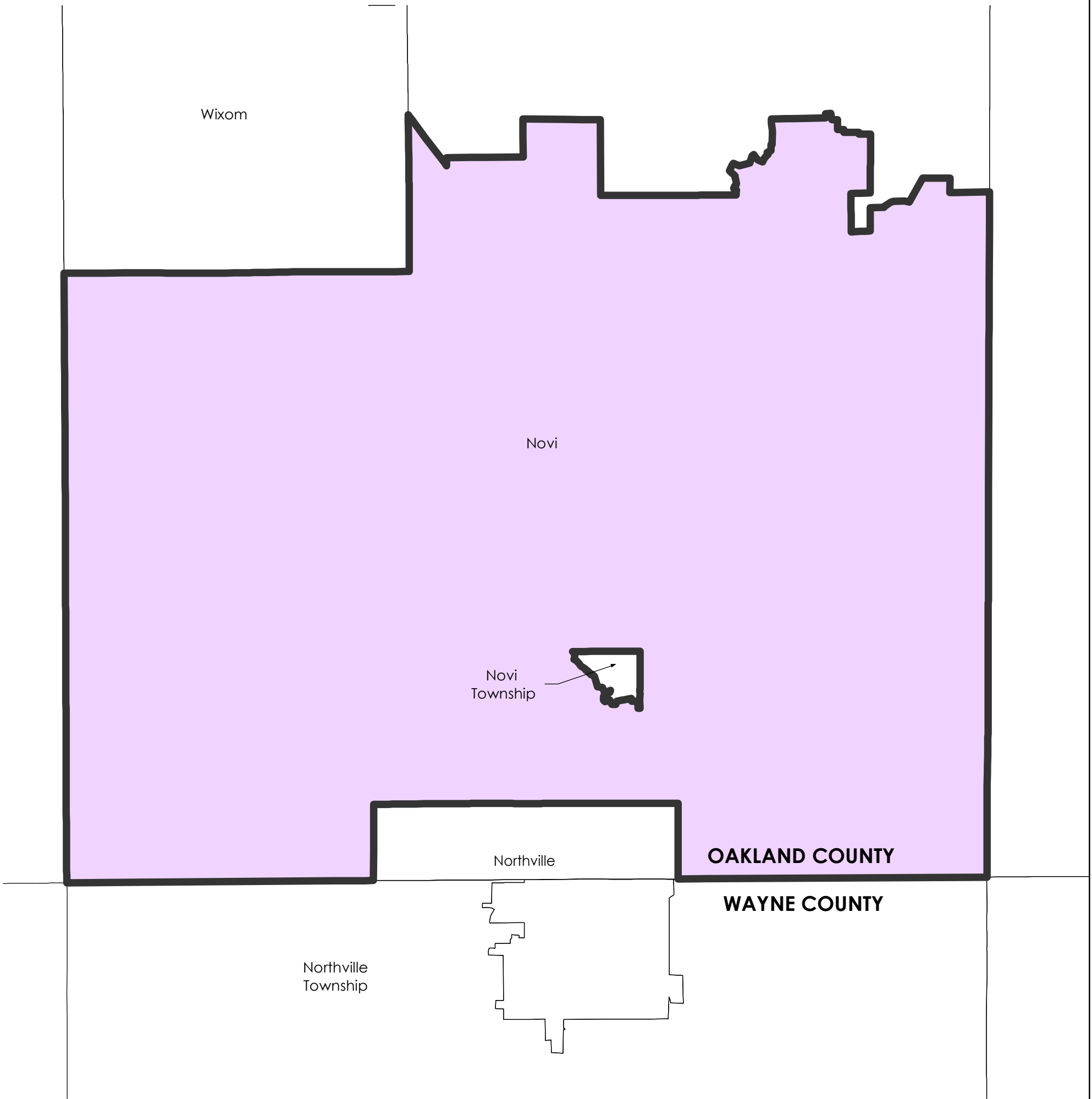
Jim Nash  
Chairperson and Oakland County Water  
Resources Commissioner

Dated: October 28, 2025

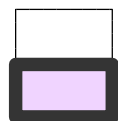
# EXHIBIT A



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## LEGEND

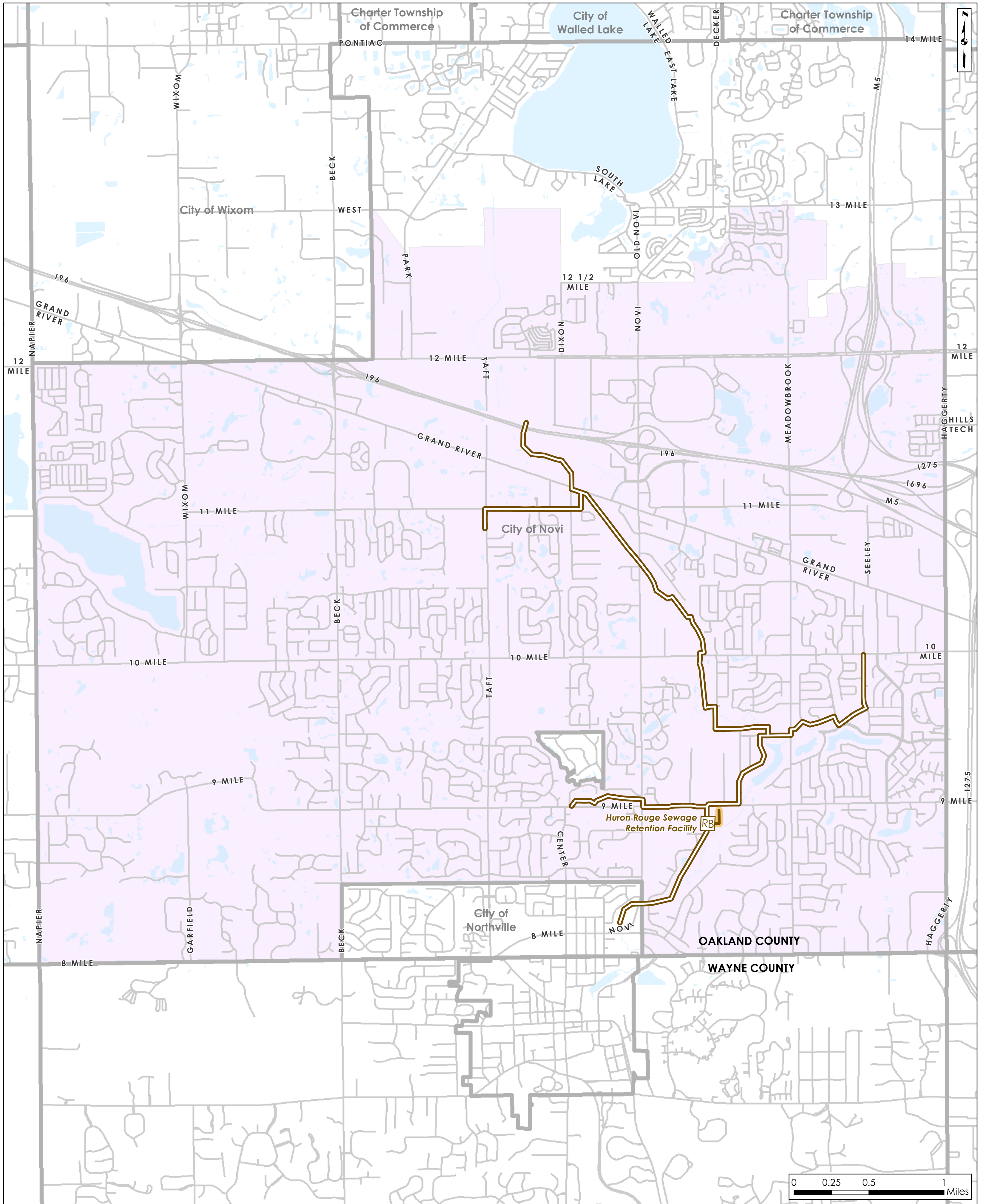


MUNICIPAL DISTRICT  
CHAPTER 20 SANITARY DRAIN

## CHAPTER 20 CUSTOMER SERVICE AREA



Disclaimer: The information provided in this system has been compiled from recorded deeds, plats, tax maps, surveys and other public records and data. It is not a legally recorded map or survey and is not intended to be used as one. Users of this data are hereby notified that the information sources mentioned above should be consulted for verification of the information.



**DISCLAIMER:**

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

## Exhibit A

# Chapter 20 Huron Rouge Sanitary Drain Route and Course

- RB Sanitary Retention Basin
- HRSD Gravity Interceptor
- HRSD Linear Storage
- Chapter 20 HRSD District

## **2. Acacia Park CSO Drain**

## **AGENDA**

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

October 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of September 23, 2025
3. Public Comments
4. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$108,590.01
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$23,655.23
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

September 23, 2025

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 23<sup>rd</sup> 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.

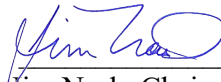
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$22,912.97 was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund as presented.

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 Acacia Park CSO Drain, Oakland County, Michigan, held on the 23<sup>rd</sup> 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 Acacia Park CSO Drain Drainage District.

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

Dated: September 23, 2025

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

DATE: Tuesday, October 28, 2025

SUBJECT: Request for Reimbursement of Evergreen Farmington Fund

<b>Project #</b>	<b>Payable To:</b>	<b>For:</b>	<b>Amount</b>	<b>Totals</b>	<b>Reference #</b>	<b>Notes</b>
		July 2025 Storm Water Flow Charges	\$36,196.67		JE# 040820	7/31/2025
		August 2025 Storm Water Flow Charges	\$36,196.67		JE# 042616	8/31/2025
		September 2025 Storm Water Flow Charges	\$36,196.67		JE# 043537	9/30/2025
				<b>Project Total:</b>	<b>\$108,590.01</b>	
				<b>Grand Total:</b>	<b>\$108,590.01</b>	

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

DATE: Tuesday, October 28, 2025

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

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17647	Sigma	Invoice No. 653.000-0010856; Professional Services	\$9,479.32		*	
				<b>Project Total:</b>	<b>\$9,479.32</b>	
17646	Fishbeck	Invoice No. 456427; Professional Services	\$5,721.45		PO00074611	
				<b>Project Total:</b>	<b>\$5,721.45</b>	
N/A	ICS	Invoice No. 3325; Parts and Labor	\$5,012.09			SINV00374567
	Shaw Service and Maintenance	Invoice No. 910014533; Labor	\$1,220.00			SINV00374553
	JETT Pump & Valve, LLC	Invoice No. 26266; Parts	\$2,222.37		PO00093905	
				<b>Total:</b>	<b>\$8,454.46</b>	
				<b>Grand Total:</b>	<b>\$23,655.23</b>	

### **3. Birmingham CSO Drain**

## **AGENDA**

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

October 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of September 23, 2025
3. Public Comments
4. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$115,049.49
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$37,527.53
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

September 23, 2025

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 23<sup>rd</sup> 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.

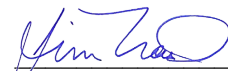
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$31,328.65 was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund as presented.

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

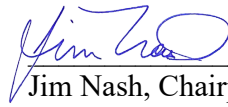
There being no further business, the meeting was adjourned.

  
\_\_\_\_\_  
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 Birmingham CSO Drain, Oakland County, Michigan, held on the 23<sup>rd</sup> 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 Birmingham CSO Drain Drainage District.

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

Dated: September 23, 2025

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

DATE: Tuesday, October 28, 2025

SUBJECT: Request for Reimbursement of Evergreen Farmington Fund

<b>Project #</b>	<b>Payable To:</b>	<b>For:</b>	<b>Amount</b>	<b>Totals</b>	<b>Reference #</b>	<b>Notes</b>
		July 2025 Storm Water Flow Charges	\$38,349.83		JE# 040820	7/31/2025
		August 2025 Storm Water Flow Charges	\$38,349.83		JE# 042616	8/31/2025
		September 2025 Storm Water Flow Charges	\$38,349.83		JE# 043537	9/30/2025
				<b>Project Total:</b>	<b>\$115,049.49</b>	
				<b>Grand Total:</b>	<b>\$115,049.49</b>	

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

DATE: Tuesday, October 28, 2025

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

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17795	Shaw	Invoice No. 910015067; Labor, Parts and Materials	\$10,812.82			SINV00375103
	Fishbeck	Invoice No. 456406; Professional Services	\$11,071.00		PO00074103	
				<b>Project Total:</b>	<b>\$21,883.82</b>	
17648	Fishbeck	Invoice No. 456427; Professional Services	\$8,821.00		PO00074611	
				<b>Project Total:</b>	<b>\$8,821.00</b>	
Pcard	USA BlueBook	Invoice No. INV00815916; Parts	\$1,094.78		**	
				<b>Total:</b>	<b>\$1,094.78</b>	
N/A	ICS	Invoice No. 3325; Parts and Labor	\$4,327.93			SINV00374567
	Shaw Service and Maintenance	Invoice No. 910014535; Labor, Parts and Materials	\$1,400.00			SINV00374559
				<b>Total:</b>	<b>\$5,727.93</b>	
				<b>Grand Total:</b>	<b>\$37,527.53</b>	

## **4. Bloomfield Village CSO**

## **AGENDA**

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

October 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of September 23, 2025
3. Public Comments
4. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$141,841.02
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$50,853.97
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

September 23, 2025

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 23<sup>rd</sup> day of September 23 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.

Change Order No. 1 for Pipeline Management Company for the 2025 Bloomfield Village CSO Sewer Cleaning and Inspection Project for a net increase in the amount of \$12,450.00 was presented. It was moved by Markham, supported by Woodward, to approve Change Order No. 1 as presented.

ADOPTED: Yeas - 3  
Nays - 0

Construction Estimate No. 1 for Pipeline Management Company for construction of the 2025 Bloomfield Village CSO Sewer Cleaning and Inspection in the amount of \$121,806.70 with a transfer to the Oakland County Treasurer in the amount of \$6,858.30 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 1 as presented.

ADOPTED: Yeas - 3  
Nays - 0

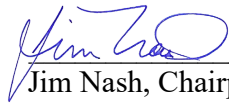
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$42,989.59 was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund as presented.

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.



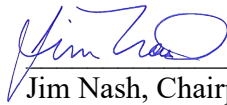
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Bloomfield Village CSO Drain, Oakland County, Michigan, held on the 23<sup>rd</sup> 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 Bloomfield Village CSO Drain Drainage District.



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Jim Nash, Chairperson

Dated: September 23, 2025

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

DATE: Tuesday, October 28, 2025

SUBJECT: Request for Reimbursement of Evergreen Farmington Fund

<b>Project #</b>	<b>Payable To:</b>	<b>For:</b>	<b>Amount</b>	<b>Totals</b>	<b>Reference #</b>	<b>Notes</b>
		July 2025 Storm Water Flow Charges	\$47,280.34		JE# 040820	7/31/2025
		August 2025 Storm Water Flow Charges	\$47,280.34		JE# 042616	8/31/2025
		September 2025 Storm Water Flow Charges	\$47,280.34		JE# 043537	9/30/2025
				<b>Project Total:</b>	<b>\$141,841.02</b>	
				<b>Grand Total:</b>	<b>\$141,841.02</b>	

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

DATE: Tuesday, October 28, 2025

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

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17796	ICS	Invoice No. 3351; Chemicals	\$1,742.00			SINV00374551
	Fishbeck	Invoice No. 449548; Professional Services	\$7,079.50		*	
	Fishbeck	Invoice No. 448133; Professional Services	\$2,817.00		PO00074103	
	Fishbeck	Invoice No. 456406; Professional Services	\$4,169.50		PO00074103	
			<b>Project Total:</b>	<b>\$15,808.00</b>		
17872	HRC	Invoice No. 0231151; Professional Services	\$2,730.40			SINV00374338
			<b>Project Total:</b>	<b>\$2,730.40</b>		
17650	Sigma	Invoice No. 653.000-0010856; Professional Services	\$11,670.03		*	
			<b>Project Total:</b>	<b>\$11,670.03</b>		
17651	Fishbeck	Invoice No. 456427; Professional Services	\$11,659.50		PO00074611	
			<b>Project Total:</b>	<b>\$11,659.50</b>		
N/A	ICS	Invoice No. 3325; Parts and Labor	\$5,764.27			SINV00374567
	Shaw	Invoice No. 910015289; Parts/Materials & Labor	\$2,127.00		*	
			<b>Total:</b>	<b>\$7,891.27</b>		
Pcard	USA BlueBook	Invoice No. INV00815916; Parts	\$1,094.77		**	
			<b>Total:</b>	<b>\$1,094.77</b>		
			<b>Grand Total:</b>	<b>\$50,853.97</b>		

## **5. Evergreen-Farmington Sanitary Drain**

## **AGENDA**

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

October 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of September 23, 2025
3. Public Comments
4. Communication - City of Bloomfield Hills Corrective Action Plan
5. Communication – Bingham Farms Corrective Action Plan
6. Present Change Order No. 2 for Lawrence M. Clarke, Inc. for construction of the I-696 Pump Station Rehabilitation for a net increase in the amount of \$30,685.00
7. Present Construction Estimate No. 43 for Walsh Construction Co. for the 8 Mile Road CAP, Pump Station & SSO Chamber Improvements – Phase 1 in the amount of \$451,565.55
8. Present Construction Estimate No. 9 for Lawrence M. Clarke, Inc. for construction of the I-696 Pump Station Rehabilitation in the amount of \$28,750.00 with a reserve payment to the contractor in the amount of \$10,000.00
9. Present Construction Estimate No. 2 for Lawrence M. Clarke, Inc. for construction of the Walnut #2 Pump Station Rehabilitation in the amount of \$87,750.00 with a transfer to the Oakland County Treasurer in the amount of \$9,750.00
10. Present Construction Estimate No. 10 for SAK Construction for design and construction of the Southfield Sewer Lining Project in the amount of \$1,353,976.20 with a transfer to the Oakland County Treasurer in the amount of \$150,441.80
11. Present Construction Estimate No. 14 for Dan’s Excavating, Inc. for construction of the 8 Mile Road CAP Phase 2 in the amount of \$13,500.00 with a reserve payment to the contractor in the amount of \$518,591.12
12. Present request for Board approval of payment of invoices from the Evergreen Farmington Sanitary Drain from the Maintenance Fund in the amount of \$670,247.54
13. Present request for Board approval of payment of invoices from the Evergreen Farmington Sanitary Drain from the Construction Fund in the amount of \$141,806.78
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**

September 23, 2025

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 23<sup>rd</sup> 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.

Village of Beverly Hills Corrective Action Plan Letter was presented. It was moved by Markham, supported by Woodward, to receive and file the letter as presented.

ADOPTED: Yeas - 3  
Nays - 0

A Memorandum from Philip Kerby P.E., Operations Engineer, dated September 23, 2025, requesting the Board approve adding the Kendallwood Arm Flow Study to the Capital Improvement Plan with a budget of \$15,000.00 and award engineering services to Applied Science, Inc. in the amount of \$15,000.00 was presented. It was moved by Markham, supported by Woodward, to approve adding the Kendallwood Arm Flow Study with a budget of \$15,000.00 and award engineering services to Applied Science in the amount of \$15,000.00 as presented.

ADOPTED: Yeas - 3  
Nays - 0

Engineering Work Order No. D-488(4) for DLZ Michigan for the I-696 Pump Station Rehab Project to increase the as-needed contract by a not-to-exceed amount of \$19,250.00 was presented. It was moved by Markham, supported by Woodward, to approve Engineering Work Order No. D-488(4) as presented.

ADOPTED: Yeas - 3  
Nays - 0

Engineering Work Order No. D-489 for Hubbell, Roth, and Clark for the Walnut Lake No. 1 Pump Station CAP to increase the Engineering Services Agreement by a not-to-exceed amount of \$137,200.00 was presented. It was moved by Markham, supported by Woodward, to approve Engineering Work Order No. D-489 as presented.

ADOPTED: Yeas - 3  
Nays - 0

Engineering Work Order No. D-490 for FK Engineering Associates for the Walnut Lake No. 1 Pump Station Conveyance CAP to increase the Engineering Services Agreement by a not-to-exceed amount of \$495,630.00 was presented. It was moved by Markham, supported by Woodward, to approve Engineering Work Order No. D-490 as presented.

ADOPTED: Yeas - 3  
Nays - 0

Construction Estimate No. 42 for Walsh Construction Co. for the 8 Mile Road CAP, Pump Station & SSO Chamber Improvements – Phase 1 in the amount of \$303,501.52 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 42 as presented.

ADOPTED: Yeas - 3  
Nays - 0

Construction Estimate No. 8 for Lawrence M. Clarke, Inc. for construction of the I-696 Pump Station Rehabilitation in the amount of \$66,585.00 with a reserve payment to the contractor in the amount of \$59,875.00 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 8 as presented.

ADOPTED: Yeas - 3  
Nays - 0

Construction Estimate No. 1 for Lawrence M. Clarke, Inc. for construction of the Walnut #2 Pump Station Rehabilitation in the amount of \$267,154.94 with a transfer to the Oakland County Treasurer in the amount of \$29,683.88 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 1 as presented.

ADOPTED: Yeas - 3  
Nays - 0

Construction Estimate No. 9 for SAK Construction for design and construction of the Southfield Sewer Lining Project in the amount of \$359,865.36 with a transfer to the Oakland County Treasurer in the amount of \$39,985.04 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 9 as presented.

ADOPTED: Yeas - 3  
Nays - 0

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$233,049.04 was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund from the Maintenance Fund as presented.

ADOPTED: Yeas - 3  
Nays - 0

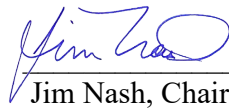
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund in the amount of \$78,239.73 was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund 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.



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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Evergreen-Farmington Sanitary Drain, Oakland County, Michigan, held on the 23<sup>rd</sup> 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 Evergreen-Farmington Sanitary Drain Drainage District.

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

Dated: September 23, 2025



# City of Bloomfield Hills

45 E Long Lake Rd

Bloomfield Hills, MI 48304

Phone: (248) 644-1520 | Fax: (248) 644-4813

Lauren Fisher  
**Mayor**

October 16, 2025

Susan McCarthy  
**Mayor Pro Tem**

Mr. Jim Nash, Chairperson  
Evergreen Farmington Sanitary Drain Drainage District

Brad Baxter  
**Commissioner**

RE: Bloomfield Hills Sewer Town Outlet Capacity Exceedance  
April 2-3, 2025  
Corrective Action Plan

Alice Buckley  
**Commissioner**

Dear Chairperson Nash:

David Fisher  
**Commissioner**

On August 4, 2025, the Oakland County Water Resources Commission (WRC) informed the City of Bloomfield Hills they had an exceedance of their Town Outlet Capacity (TOC) in the Evergreen-Farmington Sanitary Drain Drainage District System (EFSDDDS) Township Outlet Capacity (TOC) during the April 2-3, 2025 storm event.

David Hendrickson  
**City Manager**

The City has a current contract underway for sanitary sewer repairs that is completing heaving cleaning, pipe patching and sewer lining in the meter district that had the exceedance. These repairs were identified through WRC's recent closed-circuit televising work and are part of a citywide rehabilitation program. This work will be completed this calendar year and we will monitor effectiveness.

The purpose of this letter is to provide a corrective action plan as required per the 471 agreement. The Oakland County Water Resource Commissioner's office (WRC) operates and maintains the City of Bloomfield Hills sewer systems. As such, we have worked with your office to develop this corrective action plan.

The WRC will perform closed-circuit televising of the sewer pipes that have not been inspected in the past five years within this meter district by the end of the 2025 calendar year. Furthermore, WRC will inspect all manholes within this meter district that were last inspected in 2018 or earlier by March 31, 2026.

The WRC will review the CCTV footage and manhole inspections and provide repair recommendations, if needed. Bloomfield Hills will continue to work with your office to incorporate as-needed repairs into our sewer system long range plan.

Please accept and file this corrective action plan for your records. Should you have any questions regarding this plan, please feel free to contact me at any time.

Sincerely,

David Hendrickson  
City Manager



October 28, 2025

Mr. Jim Nash, Chairperson  
Evergreen Farmington Sanitary Drain Drainage District

RE: Bingham Farms Sewer Town Outlet Capacity Exceedance  
April 2-3, 2025  
Corrective Action Plan

Dear Chairperson Nash:

As you are aware Bingham Farms exceeded its town outlet capacity for meter district 3707 during a rain event on April 2<sup>nd</sup> through the 3<sup>rd</sup>, 2025. The contract capacity for that meter district is 2.63 cfs per the Chapter 20 Section 471 agreement dated September 21, 2021. Your office recorded the flow within meter district 3707 to be 2.97 cfs and advised us of the exceedance at a meeting held on July 30, 2025.

The purpose of this letter is to provide a corrective action plan as required per the 471 agreement. The Oakland County Water Resource Commissioner's office (WRC) operates and maintains the Bingham Farms sewer systems. As such, we have worked with your office to develop this corrective action plan.

The WRC has identified four pipe segments within the Bingham Farms sewer system that are recommended to receive full-length liners. These full-length liners are budgeted to be completed in the 2026 fiscal year. Additionally, WRC has identified spot rehabilitation opportunities along multiple pipe segments within the sewer systems. WRC has budgeted to perform spot repairs at three locations in the 2026 fiscal year.

The recommended repairs identified by the WRC staff for the 2026 fiscal year budget will mitigate infiltration into the Bingham Farm sewer system. Furthermore, WRC will continue to perform inspections on sewer system assets and develop repair recommendations that will address observed infiltration.

Please accept and file this corrective action plan for your records. Should you have any questions regarding this plan, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Jamie Moore", written over a white background.

Jamie Moore  
Village Manager

**CHANGE ORDER**

**CHANGE ORDER NO. 2**

**Jim Nash, Oakland County Water Resources Commissioner  
 Evergreen Farmington Sanitary Drain Drainage District  
 For Construction of the I-696 Pump Station Rehabilitation Project  
 City of Southfield  
 Oakland County, Michigan**

Authorization for Extras To & Changes In Contract

Department No. : 6010101  
 Fund No. : 82410  
 Project No. : PRJ-17459

Account No. : 730352  
 Program No. : 149667  
 Project Activity : FAC

Contractor : Lawrence M. Clarke, Inc.  
 50850 Bemis Road  
 Belleville, MI 48111

Contract No. : 00009173  
 Date of Contract: 2/9/24  
 Completion Date: 6/3/25

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
2-1	<b>LOCATION:</b> 12 Mile Road, West of Farmington Road					
	<b>DESCRIPTION:</b> Change/Add  Change Final Completion date from 8/31/25 to 6/30/26	DAYS	303.0	\$0.00	FC: June 30th 2026	

**JIM NASH  
 OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

**CHANGE ORDER**

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
	<b>REASON:</b> The replacement generator fuel tank will not be delivered until June, resulting in the time increase.					
2-2	<b>LOCATION:</b> 12 Mile Road, West of Farmington Road					
	<b>DESCRIPTION:</b> Change/Add  Remove and replace current generator fuel tank with a 175 gallon tank.	LS	1.0	\$30,685.00	\$30,685.00	
	<b>REASON:</b> The current generator fuel tank is vastly oversized, which has caused the generator to sit much higher than originally intended. This height will make it difficult for staff to service the generator when necessary. There is also a risk of the fuel going bad in the tank resulting in future issues. A new, smaller tank would resolve both of these issues.					
				Totals	\$30,685.00	\$0.00
				Net Increase	\$30,685.00	---

**JIM NASH  
OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

**CHANGE ORDER NO. 2**

**Jim Nash, Oakland County Water Resources Commissioner  
Evergreen Farmington Sanitary Drain Drainage District  
For Construction of the I-696 Pump Station Rehabilitation Project  
City of Southfield  
Oakland County, Michigan**

Notice to Proceed Date: 2/9/24

Contract Substantial Completion Date: 7/31/25

Contract Final Completion Date: 6/30/26

Original Contract Value: \$1,597,500.00

Previous C.O. Values: \$0

Change Order No. 2 Value: \$30,685.80

**Adjusted Contract Value: \$1,628,185.80**

CHANGE ORDER NO. 2

Jim Nash, Oakland County Water Resources Commissioner  
Evergreen Farmington Sanitary Drain Drainage District  
For Construction of the I-696 Pump Station Rehabilitation Project  
City of Southfield  
Oakland County, Michigan

Prepared by: Scott Schultz Date: 10/14/2025  
Scott Schultz, P.E. - Project Engineer

Recommended by: Mark Mattson Date: 10/15/2025  
Mark Mattson, P.E. - Engineering Consultant

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Joel Brown, P.E. - Chief Engineer

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

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Lynn Harmala  
L.M. Clarke

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Steven Korth, P.E.  
Chief Manager

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

This Change Order was approved by the Drainage Board on:

**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. 43 ✓ September 1, 2025 to September 30, 2025 ✓

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
<u>Adjusted Contract Amount:</u>		<u>\$50,512,444.14</u> ✓
Subtotal To Date: (Sheet 2 of 3 Column 7)		\$37,438,454.21
Less Deductions to Date: (Sheet 2 of 3 Column 7)		\$0.00
Gross Estimate: (Work in Place)	74.12%	\$37,438,454.21
Less Amount Reserved: (5% of Adjusted Contract Amount)		\$2,525,622.21 ✓
Total Amount Allowed To Date:		\$34,912,832.00
Less Previous Estimates:		\$34,461,266.45
Net Payment Request To Be Paid To Contractor:		\$451,565.55
Reserve Payment to Contractor		\$0.00
Balance of Contract To Date	✓ \$13,073,989.93	Accounting Auditor: <i>BCR</i> 10/16//2025 ✓
Less Previous Transfers To Reserve:		\$2,525,622.21 ✓
<u>Amount of Current Transfer:</u>		<u>\$0.00</u>

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

Date: 10/6/2025

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

Date: 10/6/2025

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

Date: 10-16-2025

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

Date: \_\_\_\_\_

Approved by Board on: \_\_\_\_\_

**Jim Nash, Oakland County Water Resources Commissioner  
 Evergreen Farmington Sanitary Drain Drainage District  
 For Construction of the I-696 Pump Station Rehabilitation  
 Southfield  
 Oakland County, Michigan**

Construction Estimate No. 9 ✓

September 11, 2025 to October 14, 2025 ✓

Department No. : 6010101  
 Fund No. : 82410  
 Project No. : PRJ-17459

Account No. : 730352  
 Program No. : 149667  
 Activity : FAC  
 Vendor No. : 16424  
 Contract No. : 00010747  
 Date of Contract : 2/9/2024  
 Completion Date : 6/3/2025

Contractor :  
 Lawrence M. Clarke Inc.  
 50850 Bemis Rd  
 Belleville, MI 48111

Original Contract Amount:	\$1,597,500.00
Previous Change Order Numbers (none):	\$0.00
Change Orders This Estimate Numbers (none):	\$0.00
Total Net Change Orders:	\$0.00
<u>Adjusted Contract Amount:</u>	<u>\$1,597,500.00</u> ✓
Subtotal To Date: (Sheet 2 of 2 Column 7)	\$1,571,516.86
Less Deductions to Date: (Sheet 2 of 2 Column 7)	\$0.00
Gross Estimate: (Work in Place) <span style="float:right">98.37%</span>	\$1,571,516.86
Less Amount Reserved: (Reduced to \$10,000)	\$10,000.00
Total Amount Allowed To Date:	\$1,561,516.86
Less Previous Estimates:	\$1,522,766.86 ✓
Net Payment Request To Be Paid To Contractor:	\$28,750.00
Reserve Payment to Contractor	\$10,000.00
<u>Balance of Contract To Date</u> ✓ <span style="float:right">\$25,983.14</span>	<u>Accounting Auditor: <i>BCR</i> 10/17/2025</u>
Less Previous Transfers To Reserve:	\$20,000.00 ✓
<u>Amount of Current Transfer:</u>	<u>(\$10,000.00)</u>

Prepared by: *Scott Schultz*  
 Scott Schultz - Project Engineer

Date: 10/16/25

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

Date: 10/17/25

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

Date: 10/24/2025

Approved by Board on: \_\_\_\_\_

**JIM NASH  
 OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

Jim Nash, Oakland County Water Resources Commissioner  
Evergreen Farmington Sanitary Drain Drainage District  
For Construction of the Walnut #2 Pump Station Rehabilitation  
Southfield  
Oakland County, Michigan

Construction Estimate No. 2 ✓

September 27, 2025 to October 14, 2025 ✓

Department No. : 6010101  
Fund No. : FND82410  
Project No. : PRJ-17458

Account No. : 730352  
Program No. : 149667  
Activity : FAC  
Vendor No. : 16424  
Contract No. : CON11370  
Date of Contract : 1/15/2025  
Completion Date : 6/15/2026

Contractor :  
Lawrence M. Clarke Inc.  
50850 Bemis Rd  
Belleville, MI 48111

Original Contract Amount:		\$1,858,100.00	
Previous Change Order Numbers (none):		\$0.00	
Change Orders This Estimate Numbers (none):		\$0.00	
Total Net Change Orders:		\$0.00	
Adjusted Contract Amount:		\$1,858,100.00	✓
Subtotal To Date: (Sheet 2 of 2 Column 7)		\$394,338.82	
Less Deductions to Date: (Sheet 2 of 2 Column 7)		\$0.00	
Gross Estimate: (Work in Place)	21.22%	\$394,338.82	
Less Amount Reserved: (10% of Gross Estimate)		\$39,433.88	
Total Amount Allowed To Date:		\$354,904.94	
Less Previous Estimates:		\$267,154.94	✓
Net Payment Request To Be Paid To Contractor:		\$87,750.00	
Reserve Payment to Contractor		\$0.00	
Balance of Contract To Date	✓ \$1,463,761.18		Accounting Auditor: <i>BCR</i> 10/17/2025
Less Previous Transfers To Reserve:		\$29,683.88	✓
Amount of Current Transfer:		\$9,750.00	

Prepared by: Scott Schultz  
Scott Schultz - Project Engineer

Date: 10/17/25

Recommended by: [Signature]  
Mark Mattson, P.E. - Consulting Engineer

Date: 10/17/25

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  
 For Design and Construction of the Southfield Sewer Lining Project  
 Southfield  
 Oakland County, Michigan**

Construction Estimate No. 10 ✓ September 5, 2025 to October 3, 2025 ✓

Department No.: 6010101  
 Fund No.: 82410  
 Project No.: PRJ-17455  
 PO#: PO00071175

Account No.: 730352  
 Program No.: 149125  
 Activity: FAC  
 Vendor No. 41132  
 Contract No. : 11156  
 Date of Contract: 9/24/2024  
 Completion Date: 12/20/2025

Contractor:  
 SAK Construction  
 864 Hoff Road  
 O'Fallon, MO 63366

Original Contract Amount:		\$7,387,461.00
Previous Change Order Numbers (none):		\$101,343.75
Change Orders This Estimate Numbers (none):		\$0.00
Total Net Change Orders:		\$101,343.75
<u>Adjusted Contract Amount:</u>		<u>\$7,488,804.75</u> ✓
Subtotal To Date: (Sheet 2 of 2 Column 7)		\$2,385,242.57
Less Deductions to Date: (Sheet 2 of 2 Column 7)		\$0.00
Gross Estimate: (Work in Place)	31.85%	\$2,385,242.57
Less Amount Reserved: (10% of Gross Estimate)		\$238,524.26
Total Amount Allowed To Date:		\$2,146,718.31
Less Previous Estimates:		\$792,742.11 ✓
Net Payment Request To Be Paid To Contractor:		\$1,353,976.20
Reserve Payment to Contractor		\$0.00
<u>Balance of Contract To Date</u>	✓ <u>\$5,103,562.18</u>	Accounting Auditor: <i>BCR</i> 10/17/2025
Less Previous Transfers To Reserve:		\$88,082.46 ✓
<u>Amount of Current Transfer:</u>		<u>\$150,441.80</u>

Prepared by: _____	Date: _____
Scott Schultz - Project Engineer	
Recommended by: _____	Date: 10/17/2025
<i>Maria Sedki</i> Maria Sedki, P.E. - Consulting Engineer	
Approved by: _____	Date: _____
Joel Brown, P.E. - Chief Engineer	

Approved by Board on: \_\_\_\_\_



**Jim Nash, Oakland County Water Resources Commissioner  
Evergreen Farmington Sanitary Drain Drainage District  
For Construction of 8 Mile Road CAP Phase 2 - 8 Mile Pump Station 54-Inch Relief Forcemain  
Southfield, Michigan**

Construction Estimate No. 14 ✓ October 1, 2024 to Feb 28, 2025 ✓

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

Account No. : 730352  
Program No. : PRG149015  
Activity : FAC  
Vendor No. : 40260  
Contract No. : 10305  
Date of Contract : 7/17/2023  
Completion Date : 1/12/2025

Contractor :  
Dan's Excavating, Inc.  
12955 23 Mile Road  
Shelby Township, MI 48315

Original Contract Amount:	\$10,381,154.00
Previous Change Order Numbers: CO Nos. 1 and 2	\$214,293.91
Change Orders This Estimate Number: CO No. 3	\$176,374.45
Total Net Change Orders:	\$390,668.36
<u>Adjusted Contract Amount:</u>	<u>\$10,771,822.36</u> ✓
Subtotal To Date: (Sheet 2 of 2 Column 7)	\$10,754,322.36
Less Deductions to Date: (Sheet 2 of 2 Column 7)	\$0.00
Gross Estimate: (Work in Place) <span style="float: right;">99.84%</span>	\$10,754,322.36
Less Amount Reserved: (5% of Adjusted Contract Amount)	\$20,000.00
Total Amount Allowed To Date:	\$10,734,322.36
Less Previous Estimates:	\$10,202,231.24 ✓
Net Payment Request To Be Paid To Contractor:	\$13,500.00
Reserve Payment to Contractor	\$518,591.12
<u>Balance of Contract To Date</u> <span style="float: right;">✓ \$17,500.00</span>	<u>Accounting Auditor: <i>BTR</i> 10/8/2025</u>
Less Previous Transfers To Reserve:	\$538,591.12 ✓
<u>Amount of Current Transfer:</u>	<u>(\$518,591.12)</u>

Prepared by: *Charles J. Roarty, Jr.* Date: 2025 03 12  
Charles J. Roarty, Jr., P.E. - NTH Consultants

Recommended by: *Joe Siwek* Date: 3-14-2025  
Joe Siwek, P.E. - Consulting Engineer (Fishbeck)

Recommended by: *Evangelos Bantios* Date: 3-14-2024  
Evangelos Bantios, P.E. - Project Engineer

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Joel Brown, P.E. - Chief Engineer

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)  
 DATE: Tuesday, October 28, 2025  
 SUBJECT: Request for Approval of Invoices and/or  
 Reimbursement of the Drain Revolving Fund (as indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17581	OHM	Invoice No. 92518; Professional Services	\$1,906.50			SINV00374521
			<b>Project Total:</b>	<b>\$1,906.50</b>		
17438	Oakland University	Invoice No. 202509240C; Chemistry Samples	\$1,540.00			SINV00374648
			<b>Project Total:</b>	<b>\$1,540.00</b>		
17433	D'Angelo Brothers Inc.	Invoice No. 1145-61; Parts and Labor	\$13,601.71			SINV00374764
			<b>Project Total:</b>	<b>\$13,601.71</b>		
17455	Fishbeck	Invoice No. 000000455569; Professional Services	\$30,242.95			SINV00374516
	Fishbeck	Invoice No. 000000456898;	\$20,749.00		*	
			<b>Project Total:</b>	<b>\$50,991.95</b>		
17543	ICS	Invoice No. 3348; Labor (Programming)	\$8,844.00			SINV00374517
			<b>Project Total:</b>	<b>\$8,844.00</b>		
17960	Fishbeck	Invoice No. 450903; Professional Services	\$7,521.00		PO00092500	
	Fishbeck	Invoice No. 454354; Professional Services	\$3,619.00		PO00092500	
	Fishbeck	Invoice No. 455425; Professional Services	\$1,008.00		PO00092500	
			<b>Project Total:</b>	<b>\$12,148.00</b>		
17459	DLZ	Invoice No. 000405032; Professional Services	\$17,114.00		PO00046704	
			<b>Project Total:</b>	<b>\$17,114.00</b>		
17555	DLZ	Invoice No. 000404996; Professional Services	\$3,865.54		PO00052994	
			<b>Project Total:</b>	<b>\$3,865.54</b>		
17458	DLZ	Invoice No. 000404981; Professional Services	\$2,471.00		*	
			<b>Project Total:</b>	<b>\$2,471.00</b>		
17579	Fishbeck	Invoice No. 450900; Professional Service Contract #006490	\$40,219.25			SINV00374329
	Fishbeck	Invoice No. 452682; Professional Service Contract #006490	\$39,237.90			SINV00374330
	Fishbeck	Invoice No. 456425; Professional Service Contract #006490	\$10,497.00		PO00078623	

				<b>Project Total:</b>	<b>\$89,954.15</b>	
17580	Fishbeck	Invoice No. 450900; Professional Service Contract #006490	\$42,545.15			SINV00374329
	Fishbeck	Invoice No. 452682; Professional Service Contract #006490	\$34,451.70			SINV00374330
	Fishbeck	Invoice No. 456425; Professional Service Contract #006490	\$10,974.50		PO00078623	
				<b>Project Total:</b>	<b>\$87,971.35</b>	
17554	DLZ	Invoice No. REV000404980; Professional Services	\$1,370.12		PO00052642	
	Kotz Sangster	Invoice No. 627807; Legal Services	\$2,220.00	TBP		
				<b>Project Total:</b>	<b>\$3,590.12</b>	
	Rebill	2020: Bev 7 Emergency Pump Bases	\$2,794.23		***	PRJ-61R2020014; 2022 charges
				<b>Project Total:</b>	<b>\$2,794.23</b>	
N/A	ADS	Invoice No. 35801-0725-A; Products and Services	\$51,275.00			SINV00374779
	ADS	Invoice No. 35801-0725-K; Products and Services	\$4,725.00			SINV00374781
	Applied Science	Invoice No. 9345; As-needed Engineering Support	\$79,669.80			SINV00374514
	Applied Science	Invoice No. 9348; As-needed Engineering Support	\$2,207.00			SINV00374515
	OHM	Invoice No. 91463; Professional Services	\$2,328.00			SINV00374518
	OHM	Invoice No. 92514; Professional Services	\$2,816.00			SINV00374519
	Pipeline Management Co	Invoice No. 25-03020; Good and Services	\$116,144.25			SINV00374523
	Pipeline Management Co	Invoice No. 25-03225; Good and Services	\$94,528.00			SINV00374526
	ADS	Invoice No. 35801-0725-I; Products and Services	\$1,830.00			SINV00374785
	Applied Science	Invoice No. 9347; As-needed Engineering Support	\$2,475.00			SINV00375280
	Kotz Sangster Wysocki P.C.	Invoice No. 626603; Legal Services	\$10,125.00			SINV00374331
	Owen Tree Service	Invoice No. 1883595583; Mowing	\$2,800.00		*	
				<b>Total:</b>	<b>\$370,923.05</b>	
Pcard	North Electric Supply	Order No. 2247507	\$2,531.94		**	
				<b>Total:</b>	<b>\$2,531.94</b>	
				<b>Grand Total:</b>	<b>\$670,247.54</b>	

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the  
 DRAIN: Evergreen-Farmington Sanitary Drain (Construction)

DATE: Tuesday, October 28, 2025

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

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17452	PMA Consultants	Invoice No. 04582.00-1.0-30; Professional Services	\$2,328.00			SINV00374554
	Fishbeck	Invoice No. 450904; Professional Services	\$47,689.43		*	
	NTH	Invoice No. 640215; Professional Services	\$6,680.69		*	
	Fishbeck	Invoice No. 000000456388; Professional Services	\$12,157.27		*	
	PMA Consultants	Invoice No. 04582.00-1.0-31; Professional Services	\$2,328.00		*	
			<b>Project Total:</b>	<b>\$71,183.39</b>		
17449	FK Engineering	Invoice No. 24-162-007	\$3,784.86		PO00076819	
	Dickinson Wright	Invoice No. 2081355; Legal Services/Opinion-Bond	\$36,987.00		*	Loan 5872-01
	HRC	Invoice No. 0231596; Professional Services	\$22,920.53		*	
			<b>Project Total:</b>	<b>\$63,692.39</b>		
17450	ICS Integration Services	Invoice No. 3352; Labor	\$1,876.00		*	
			<b>Project Total:</b>	<b>\$1,876.00</b>		
N/A	Zausmer	Invoice No. 256651; Legal Services	\$5,055.00		TBP	
			<b>Total:</b>	<b>\$5,055.00</b>		
			<b>Grand Total:</b>	<b>\$141,806.78</b>		

## **6. Rufe Collier Drain**

## AGENDA

### DRAINAGE BOARD FOR THE RUFÉ COLLIER DRAIN

October 28, 2025

1. Call meeting to order.
2. Approve minutes of meeting of September 23, 2025.
3. Public Comment.
4. Present Memorandum from Taylor Warstler, P.E., Civil Engineer III, dated October 28, 2025
  1. Request the Board execute the Memorandum of Understanding with the City of Pontiac to accept the construction grant funding
  2. Request the Board accept grant funding from Ducks Unlimited in the amount of \$504,500.00
5. Present Memorandum from Taylor Warstler, P.E., Civil Engineer III, dated October 28, 2025 requesting the Board approve Drummond Carpenter's proposal to increase its original project scope for the wetland restoration project for a not-to-exceed price of \$78,193.50
6. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$42,552.49
7. Other Business
8. Approve pro rata payment to Drainage Board members.
9. Adjourn.

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

September 23, 2025

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 23<sup>rd</sup> 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 June 24, 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.

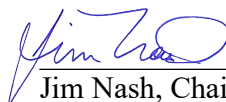
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund in the amount of \$60,309.65 was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund 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

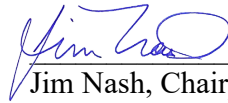
There being no further business, the meeting was adjourned.

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

STATE OF MICHIGAN     )  
  ) SS:  
COUNTY OF OAKLAND    )

I 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 Drain Extension, Oakland County, Michigan, held on the 23<sup>rd</sup> day of September 2025, 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 Drain Extension.

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

Dated: September 23, 2025

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

**TO:** Jim Nash, Chairperson of the Rufe Collier Drain Drainage Board

**FROM:** Taylor Warstler, P.E., Civil Engineer III

**SUBJECT:** Pontiac Urban Wetland Restoration Project – Grant Funding Acceptance

**DATE:** October 28, 2025

In August 2024, staff submitted a grant application to Ducks Unlimited, a nonprofit organization dedicated to the conservation of wetlands and associated upland habitats for waterfowl and other wildlife. The request sought funding for the design and construction of the Pontiac Urban Wetland Restoration Project. The project encompasses the restoration of approximately 62 acres of urban wetlands and more than 1.3 miles of the Rufe Collier Drain. The upstream portion of the project begins in Murphy Park, just east of MLK Jr. Boulevard and follows the Rufe Collier Drain to the culvert crossing at Opdyke Road and the outlet at the Clinton River.

Ducks Unlimited, through its Wetland Conservation Program, granted \$425,349 for the design of the project and \$504,500 for the construction of one of two project phases. The grant agreement to accept the funding for the design of the project was executed earlier this year. The construction funding has not been accepted yet because there were certain items in the grant agreement that the Drainage District legally could not agree to because the Drainage District is not the landowner. In order to sign and accept the construction funding, WRC's legal team drafted a Memorandum of Understanding (MOU) for the Drainage District and the City of Pontiac to enter.

The intent of the MOU is to formalize a collaborative framework among the City and the Drainage District for the design implementation, construction, and long-term stewardship of the wetland restoration project and is intended to meet certain terms and conditions related to grant funding for the Project. The MOU will allow the Drainage District to sign the grant agreement and accept construction funding for the project. On October 21, 2025, the Pontiac City Council approved a resolution to authorize the City Clerk to execute the MOU with the Rufe Collier Drain Drainage District Board.

The project has been separated into multiple construction phases with the opportunity for the following project outcomes:

- i. 62 acres of wetland restoration
- ii. 1.3 miles of stream restoration
- iii. Increased recreation and trail use for a disadvantaged community
- iv. Connecting the local Murphy Park Trail system with the regional Clinton River Trail
- v. Water quality improvement to the Clinton River
- vi. Mitigate flooding issues on Opdyke Road
- vii. Increase climate resilience by providing more stormwater storage in the wetland

**Requested Action: 1.) Execute the attached Memorandum of Understanding with the City of Pontiac which will allow the Drainage District to accept the construction grant funding. 2.) Accept grant funding from Ducks Unlimited in the amount of \$504,500.**

**MEMORANDUM OF UNDERSTANDING FOR  
FOR THE PONTIAC URBAN WETLAND RESTORATION PROJECT**

This Memorandum of Understanding ("MOU") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and among the following parties, each a "Party" and collectively the "Parties":

- Rufe Collier Drain Drainage District Drain Board ("Drain Board"), on behalf of the Rufe Collier Drain Drainage District ("Drainage District"); and
- The City of Pontiac, ("City").

1. Purpose:

- 1.1. The purpose of this MOU is to formalize a collaborative framework among the Parties for the design implementation, construction, and long-term stewardship of the Pontiac Urban Wetland Restoration Project (the "Project"). In addition, this MOU is intended to meet certain terms and conditions related to grant funding for the Project from the American Rescue Plan Act of 2021 ("ARPA") under the Michigan Department of Natural Resources' (the "Department") Wetlands Conservation Program that is being managed by Ducks Unlimited, Inc. ("DU") as fiduciary agent and ARPA grantee.
- 1.2. The purpose of the Project is to restore existing wetlands within the City's Murphy Park, in addition to restoring the banks of the Rufe Collier Drain to reduce sedimentation.

2. Background:

- 2.1. On February 10, 2025, DU, as fiduciary agent and ARPA grantee, entered into an agreement with the Drainage District and awarded ARPA grant funds to Oakland County, a Constitutional Corporation (County"), acting as financial fiduciary for the Drainage District, for the design portion of the Project.
- 2.2. As part of the Project, on April 1, 2025, the City executed a petition, along with the City of Auburn Hills, to consolidate the Bartlett Drain, a Chapter 4 Drain, into the Rufe Collier Drain, a Chapter 20 Drain and make other improvements aligned with the Project (the "Project Petition"). A copy of the Project Petition is attached hereto as Exhibit A.
- 2.3. The Drainage District granted the Project Petition and, as a result, the Rufe Collier Drain is now part of the Drainage District and extends downstream to absorb the former Bartlett Drain and upstream to include the entire open channel within Murphy Park.
- 2.4. The design portion of the Project is near completion and construction of the Project is anticipated to start October 1, 2025. Construction and Project activities will be on certain real property in and surrounding Murphy Park, a public park owned and maintained by the City, and private property subject to wetland conservation easements held by the Department (the "Project Area"). The Project Area is attached hereto as Exhibit B.

3. Scope of Work: Construction of the Project is more fully described in the Project Petitioner which is incorporated hereto by reference.
4. Scope of Agreement (Project Period): This MOU will be in place for the duration of the construction phases, plus 20 years or, if the Project includes acquisition of real property interests by any Party, in perpetuity from the date of this MOU unless limited by easements, leases, or other legal instruments of shorter duration as may be agreed to by DU.
5. Roles and Responsibilities: The Parties agree to the following terms and conditions:
  - 5.1. Drainage District agrees as follows:
    - 5.1.1. To provide all reasonable and necessary services to ensure the timely completion of the Project within the project period.
    - 5.1.2. To obtain, all required permits, agreements, leases, approvals and access rights necessary for the development of the Project and provide to DU, its officers, employees, agents and the like all reasonable assistance and cooperation necessary for the implementation of this Agreement.
    - 5.1.3. Perform, delegate, and/or arrange for the performance of, site management and maintenance activities identified within the Project for the duration of this MOU.
    - 5.1.4. To permit DU, the Department, and/or their designees to conduct site inspections of the Project.
    - 5.1.5. To permit DU, the Department, and/or their designees to have access to records and financial statements related to the Project as necessary for DU to meet the requirements of ARPA State and Local Fiscal Recovery Funds CFDA 21.027.
    - 5.1.6. To monitor and maintain the Rufe Collier Drain and its assets per the Michigan Drain Code to provide such services necessary to provide adequate maintenance.
    - 5.1.7. To monitor and maintain the project function as located within the Project Area/ County Drain Easement for a minimum of 20 years, to regulate the use thereof to the satisfaction of the Department, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
    - 5.1.8. To maintain the Project Area/ County Drain Easement in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.

5.2. City agrees as follows:

- 5.2.1. To comply with the Project Period, including retaining property ownership, wetland maintenance, and development restrictions and overall Project purposes as described in Exhibit A
- 5.2.2. To allow the Drainage District and its chosen vendor(s) access to the property site within the Project Area that is owned by City to complete the Project.
- 5.2.3. To allow Six Rivers Land Conservancy or the Drainage District's chosen vendor access to the site to conduct annual inspections of the vegetation, wetland structures, and/or drain and perform any necessary treatments or repairs.
- 5.2.4. That DU will retain a right of entry to the Project Area for purposes of educational or informational tours and periodic review of site management and maintenance. Visitation by DU will not infringe or conflict with the City's use or enjoyment of the site.
- 5.2.5. To permit DU, the Department, and their designees to conduct site inspections of the Project.
- 5.2.6. To ensure ordinances and/or resolutions are provided to City Council for consideration, if the project scope expands outside of drain easement or regulated wetland, to effectuate the provisions of this MOU; certify copies of all ordinances and/or resolutions adopted for these purposes shall be forwarded to the Department before the effective date thereof.
- 5.2.7. In the part of the Project Area that is open to the public, ensure that no individual shall be denied ingress or egress thereto or the use thereof by the City because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information.
- 5.2.8. To not allow any encumbrance, lien, security interest, mortgage, or any evidence of indebtedness to attach to or be perfected against the Project Area or project facilities within the twenty-year useful life period.
- 5.2.9. That none of the Project Area nor any of the project facilities constructed as part of the Project shall be wholly or partially conveyed during the twenty-year useful life period, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the property owner except with the written approval and consent of the Department.
- 5.2.10. That the funding provided to the Drainage District as part of the Project, as shown in Exhibit B is intended to have a lasting effect on water quality, wildlife habitat, and outdoor recreation within the Lake Erie and Saginaw Bay watersheds beyond the financial contribution alone and commits the Project Area within the twenty-year useful life period to increasing extent and function of wetlands, therefore the City agrees that:
  - 5.2.10.1. The Project Area or any portion thereof will not be converted to a use beyond those specified in the Petition without prior written approval by the

Department and, as necessary, implementation of mitigation approved by the Department, including, but not limited to, replacement with land of equal or greater usefulness for purposes of the Wetland Conservation Program and market value.

5.2.10.2. Approval of a conversion shall be at the sole discretion of the Department.

5.2.10.3. Before completion of the Project, the Drainage District and the Department may mutually agree to alter the Project Area to provide the most satisfactory project related to the Wetland Conservation Program.

5.2.11. That should title to the Project Area or any portion thereof be acquired from the City by any other entity through exercise of the power of eminent domain within the twenty-year useful life period, the City agrees that the net proceeds actually received from any condemnation award (after payment of costs, fees, and outstanding liens) shall be used to replace the lands and project facilities affected with lands and project facilities of at least equal or greater market value, and of equal or greater usefulness in accordance with intent and geographic limitation of Wetland Conservation Program within the Project's geographic objectives, to the extent practicable. The Department shall approve such replacement only upon such conditions as it deems necessary to assure the substitution by the City satisfies above criteria. Such replacement shall be subject to all the provisions of this MOU.

5.2.12. To acknowledge that:

5.2.12.1. The City has authorized the Drainage District to examine the Project Areas which are open to public use and the Drainage District has found the area to be safe for public use. If the Drainage District finds that the Project Areas which are open to public use are unsafe at any time during the term of this MOU, it shall alert the City in writing so that the area at issue may be closed to public access and so that the City can take any other action necessary to assure safe use of the area by the public;

5.2.12.2. The Drainage District is responsible for the development of the property in the Project Area within the scope of the Project, but the City is solely responsible for further actions taken to develop, operate, or maintain the property that are located outside the project area.

5.2.12.3. The Department's involvement in the premises is limited solely to the monitoring of the subaward to assist the Drainage District in developing the Project Area.

5.2.13. That the City is responsible for the use and occupancy of the premises it owns within the Project Area and the facilities thereon. The City is responsible for the safety of all individuals who are invitees or licensees of the premises aside from County employees and contractors working on the Project. The City will defend all claims resulting from the use and occupancy of the premises it owns within the Project Area and the facilities thereon. DU, the Department, and the Drainage District are not responsible for the use and occupancy of the premises owned by the City within the Project Area and the facilities thereon except to the extent that such claims, losses or liabilities are caused by the negligent acts or omissions or willful misconduct of the Rufe Collier Drain Drainage District (or their contractors or agents) arising out of their work within the Project Area. In such event the Drainage District shall indemnify and

defend the City for such claims to the extent caused by the Department's negligence or willful misconduct to the extent permissible by law.

5.2.14. Acknowledge that the benefit to be derived by the State of Michigan from the full compliance by the City with the terms of this MOU is the preservation, protection, and net increase in functional wetlands and associated lands which provide water quality and associated benefits to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance to the Project. The City agrees that after final reimbursement has been made to the Drainage District, repayment to the Drainage District, DU or the Department of grant funds received would be inadequate compensation to the State for any breach of this MOU. The City further agrees therefore, that the appropriate remedy in the event of a breach by the City of this MOU after final reimbursement has been made may be the specific performance of this Agreement.

5.3. All Parties agree as follows:

5.3.1. To acknowledge the contribution of each Party in oral or written communications related to the Project. The Parties may provide mutually acceptable Project signs and may erect and reasonably maintain these signs at a convenient viewing location in close proximity to the Project.

5.3.2. To cooperate in recognizing outside contributors who might provide significant funding to help underwrite costs of the Project or who otherwise are mutually deemed to deserve special recognition. The principal costs of such recognition shall be borne by the party initiating the recognition.

5.3.3. To freely exchange Project information and to periodically review, study and consider modifications to the Project pursuant to the terms of this Agreement.

6. Funding and Resources

6.1. ARPA Funding: The Parties agree that this MOU and its obligations are contingent upon DU's receipt, acceptance and execution of ARPA grant funding, the terms and conditions of which are acceptable to DU, that will fund the construction phases of this Project.

6.1.1. If DU should not receive or accept the grant funding, or if this Project is excluded from the grant, this MOU shall be rescinded as of its effective date and no Party shall have obligations under this MOU. Notwithstanding, DU may permit change orders and contract contingencies. Such increased costs are not considered new obligations but are instead attributable to a preexisting obligation to accommodate the change or contingency.

The City's obligations to perform, expend funds, accept restrictions, or maintain the Project Area are expressly conditioned upon (a) DU's receipt and disbursement of the Grant to the Partner per the Sub-Award Agreement and (b) Partner's timely performance of its obligations and funding of maintenance where required. Nothing in this MOU requires the City to expend funds that have not been appropriated by the City Council.

- 6.1.2. That if DU receives a subsequent Notice of Grant Award containing provisions which require the amendment or modification of the Terms and Conditions attached as Exhibit C to the Design Agreement, that such amended or modified Terms and Conditions shall be substituted and the Parties shall provide written acknowledgement, thereby incorporating the amended or modified Terms and Conditions to this MOU.
7. Non-Binding Agreement: This MOU is not a legally binding contract but is intended to express the mutual understanding and intent of the Parties to collaborate on the Project in good faith.
8. Miscellaneous
  - 8.1. Amendments: This MOU may be amended in writing with consent of all Parties.
  - 8.2. Indemnification: DU and the Department shall bear no responsibility or liability with respect to any claims or suits by third persons for damages incurred or suffered resulting from, or caused by, the Drainage District and/or the City, any subcontractor, or their respective employees, agents, servants and assigns activities under this MOU. To the extent permitted by law, the Drainage District and City agree that they will indemnify, defend and save DU and the Department harmless from and against all losses and all claims, demands payments, suits, actions, recoveries, judgments, costs and expenses recovered against DU or the Department arising from the performance of the Project by the Drainage District, any subcontractors, and/or their respective employees, agents, servants and assigns of their obligations under this MOU.
  - 8.3. Default: No Party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of any one or both of the parties hereto which they could not reasonably have foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, strikes, lockouts, fires, riots, incendiarism, interference by civil or military authorities, compliance with regulations or orders of any government authority, and acts of war (declared or undeclared), provided such cause could not have been reasonably foreseen and guarded against by the Parties hereto.
  - 8.4. Dispute Resolution: In the event the Parties are unable to agree regarding their obligations under this Agreement, they shall select a mutually acceptable third party whose decision shall be binding.
  - 8.5. Severability: If any provision is deemed unenforceable, the remaining provisions remain in effect.
  - 8.6. Preservation of Governmental Immunity. Nothing in this MOU shall be construed to waive or limit any defenses, immunities, limitations on liability, or other protections available to the City under Michigan law, including statutory governmental immunity.

\*\*\*

The Parties hereto have executed this MOU as of the date and year first written above.

**RUFE COLLIER DRAIN DRAINAGE DISTRICT**

BY: \_\_\_\_\_  
Jim Nash – Chairman of the Rufe Collier  
Drain Drainage Board

**THE CITY OF PONTIAC**

BY:  \_\_\_\_\_  
Tim Greimel – Mayor

## Resolution of the Pontiac City Council



25-220 (J) **Resolution Approving Memorandum of Understanding with Rufe Collier Drainage District Board to Facilitate Grant-Funded Wetland Restoration Work at Murphy Park in the City of Pontiac.** Moved by Councilperson Rutherford and seconded by Councilperson Carrington.

WHEREAS the Rufe Collier Drain Drainage District, a Michigan statutory public corporation established in accordance with Chapter 20 of the Michigan Drain Code of 1956, Public Act 40 of the Public Acts of 1956, as amended (MCL 280.461 *et seq.*), whose address is One Public Works Drive, Building 95-West, Waterford, Michigan, 48328, was awarded a grant from the Ducks Unlimited Wetland Conservation Program; and

WHEREAS funds from the aforementioned grant will be utilized to cover costs associated with the design and construction of a wetland restoration project and

WHEREAS, the grant agreement to accept the funding for the design of the project was executed earlier this year. The construction funding has not been accepted yet because there were certain items in the grant agreement that the Drainage District legally could not agree to because the Drainage District is not the landowner. In order to sign and accept the construction funding, WRC's legal team worked with the City of Pontiac's legal consultant to draft a Memorandum of Understanding (MOU) for the Drainage District and the City of Pontiac to enter; and

WHEREAS, the MOU will formalize a collaborative framework among the City and the Drainage District for the design implementation, construction, and long-term stewardship of the wetland restoration project and is intended to meet certain terms and conditions related to grant funding for the Project. The MOU will allow the Drainage District to sign the grant agreement and accept construction funding for the project.

NOW THEREFORE BE IT RESOLVED the City Council approves the attached MOU and authorizes the Mayor or his designee to sign the MOU. The City of Pontiac will enter the MOU with the Rufe Collier Drain Drainage District.

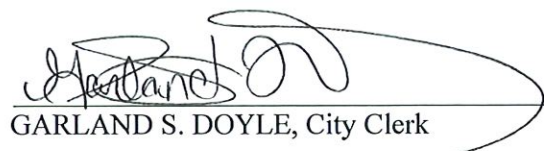
Ayes: James, Jones, McGuinness, Rutherford, Carrington, and Goodman

No: None

**Resolution Passed**

I, Garland S. Doyle, City Clerk of the City of Pontiac, hereby certify that the above Resolution is a true and accurate copy of the Resolution passed by the City Council of the City of Pontiac on October 21, 2025.



  
GARLAND S. DOYLE, City Clerk



DUCKS UNLIMITED, INC.

Oakland County

**American Rescue Plan Act  
Sub-Award Agreement  
Wetlands Conservation Program Funded by ARPA  
US-MI-374-109**

This Agreement is effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Ducks Unlimited, Inc. (hereinafter "DU") and the Oakland County on, a constitutional corporation ("County"), on behalf of the Rufe Collier Drain Drainage District (hereinafter "Partner") to facilitate completion of the Wetlands Conservation Program Funded by ARPA (hereinafter "Project").

**WHEREAS**, the Michigan Department of Natural Resources (the "Department") has authority to issue grants for the development of public outdoor recreation facilities under sections 602 and 603 of section 9901 of the Social Security Act of Public Law No. 117-2, known as the American Rescue Plan Act of 2021 (ARPA), signed into law on March 11, 2021, as the Coronavirus State and Local Fiscal Recovery Funds (SLFRF).

**WHEREAS**, Governor Gretchen Whitmer signed a supplemental appropriations bill (Public Act 5 of 2023) securing \$10 million of American Rescue Plan Act funding for wetland restoration, enhancement, and acquisition to aid in the reduction of phosphorous, nitrogen, and sediment entering Lake Erie and Saginaw Bay. This supplemental funding will improve the water quality of Lake Erie and Saginaw Bay to support communities and Great Lakes tourism and related economic sectors that have been adversely impacted by the COVID-19 pandemic.

**WHEREAS**, Michigan DNR developed the Wetlands Conservation Program to guide expenditure for a portion these funds, and selected Ducks Unlimited through a competitive process to manage the program as a fiduciary agent (Grant Agreement titled "ARPA Lake Erie and Saginaw Bay Watersheds Wetland Conservation Program," hereafter referred to as Project Proposal and included as Exhibit A). Ducks Unlimited is a non-profit company that has preserved, enhanced, or restored 16 million acres of wetlands in North America since 1937.

**WHEREAS**, DU intends to serve as the ARPA grant administrator (hereinafter "Grantor") if and when such Grant is issued by the Michigan Department of Natural Resources (MDNR) and accepted by DU.

**WHEREAS**, the Oakland County, as fiduciary on behalf of the Partner, intends to be a sub-recipient of ARPA grant funds awarded under this Agreement by receiving and managing the ARPA grant funds on behalf of the Partner.

**WHEREAS**, the City of Pontiac, as the owner of certain real property where the Project will be constructed, has entered into a Memorandum of Understanding ("MOU") with the Partner, to agree to assume all roles and responsibilities that are required of the real property owner where the Project will be constructed under terms of this Agreement. A copy of the MOU dated XX-XX-2025 which is attached hereto as Exhibit D is incorporated by reference into this Agreement.

**WHEREAS**, DU and the Partner intend to cooperate to complete the Project by the acquisition of certain real property interest(s) and/or development(s) as described in Exhibit B of this Agreement (hereinafter “Project Elements”).

**NOW, THEREFORE**, in consideration of the above premises and other terms and conditions listed herein, DU and the Partner agree to undertake the Project as follows:

**I. SCOPE OF WORK** - The Project will be conducted in accord with the Project Proposal and the Terms and Conditions of the ARPA grant (hereinafter “Terms and Conditions”) as detailed in Exhibit C to this Agreement.

**II. SCOPE OF THE AGREEMENT** - This Agreement will be in force for the Grant Project period plus 20 years or, if Project Elements include acquisition of real property interests, in perpetuity from the above-mentioned effective date unless limited by easements, leases or other legal instruments of shorter duration as may be specified in the Terms and Conditions or approved by the DU Project Officer.

**A. DU agrees:**

1. Subject to the execution of the Grant, to receive and administer Grant funds in accordance with the Project Proposal.
2. To reimburse the Partner for allowable costs, as defined by the Terms and Conditions, incurred by the Partner to complete the Project Elements in the amount(s) described in Exhibit B.
3. Donate such cash, goods, and/or services to the Partner to complete the Project Elements in the amount(s) detailed in Exhibit B.

**B. PARTNER agrees, subject to the MOU, as follows:**

1. To accept cash, goods, and/or services from DU and other Project partners to complete Project Elements as described in Exhibit B.
2. That it accepts and will comply, as a subrecipient and/or a match provider and on DU’s behalf and for DU’s benefit, with the provisions of the Terms and Conditions.
3. To be responsible for all costs incurred by the Partner in excess of the value of Grant funds, DU funds or DU in-kind services, if any, that may be associated with the Project.
4. To provide all reasonable and necessary services to ensure the timely completion of the Project within the Grant’s project period.
5. To provide information and materials in a timely manner as requested by DU that are necessary to meet DU’s obligations under the Grant.
6. To obtain, at the Partner's expense, all required permits, agreements, leases, approvals and access rights necessary for the development of the Project and provide to DU, its officers, employees, agents and the like all reasonable assistance and cooperation necessary for the implementation of this Agreement.
7. That all pre-agreement costs, as defined by the Terms and Conditions, incurred by the Partner are incurred at the Partner’s risk. Such costs are allowable only to the extent that they would have been allowable if incurred after the date that the MDNR signs the Grant and during the Grant’s project period.

8. Perform Site management and maintenance activities identified within the Project for the duration of this Agreement. Further, Partner shall be responsible for all costs associated with operation and maintenance of the Site.
9. DU will retain a right of entry to the Site for purposes of educational or informational tours and periodic review of Site management and maintenance. Visitation to the Site by DU will not infringe or conflict with Partner's use or enjoyment of the Site.
10. To immediately reimburse DU for any repayment or reimbursement DU must make to the MDNR under the Grant that is caused by or results from the Partner's failure to comply with the terms and conditions of this Agreement.
11. In accordance with II.B.3. above, reimburse the MDNR or be bound to the alternative for redress chosen by the MDNR if any habitat restored, enhanced, created, or acquired by or for the Partner is managed, conveyed, or administered in a manner inconsistent with Terms and Conditions and/or the Project purpose. Further, under these circumstances, the Partner will reimburse DU for costs incurred by DU to restore, enhance, create, or acquire any habitat that is managed, conveyed, or administered in a manner inconsistent with Project purposes.
12. To permit DU, MDNR and their designees to conduct site inspections of the Project.
13. To permit DU, MDNR and their designees to have access to the Partner's records and financial statements as necessary for DU to meet the requirements of SLFRF CFDA 21.027
14. Partner will provide DU with the following written information on a quarterly schedule based upon the MDNR signature date of the Grant Agreement:
  - A) Progress report
  - B) Financial status report

**C. DU and PARTNER, subject to the MOU, mutually agree:**

1. That this Agreement and its obligations are contingent upon DU's receipt, acceptance and execution of a Grant, the terms and conditions of which are acceptable to DU, that will fund this Project. If DU should not receive or accept the Grant or if this Project is excluded from the Grant, this Agreement shall be rescinded as of its effective date and neither party shall have any obligations to the other under this Agreement. We allow change orders and contract contingencies. Such increased costs are not considered new obligations but are instead attributable to a preexisting obligation to accommodate the change or contingency.
2. That the Project will be completed in accordance with the Project Proposal as further detailed in Exhibit B, including any mutually agreed modifications.
3. To acknowledge the contribution of each party in oral or written communications related to the Project. Partner and/or DU may provide mutually acceptable Project signs and may erect and reasonably maintain these signs at a convenient viewing location in close proximity to the Project.
4. DU appoints *Matthew Conrad* as its Project Officer.

Partner appoints *Lynne Seymour* as its Project Officer.

The parties may change their respective Project Officer at any time by providing written notification to the other party identifying the name of their new Project Officer. Correspondence pertaining to this Agreement shall be sent to the following addresses:

DU - 7322 Newman Blvd.  
Building 2, Suite 200  
Dexter, MI 48130  
(734) 590-1103

Partner - One Public Works Drive, Bldg 95W  
Waterford, MI 48328  
248-421-5878

5. To cooperate in recognizing outside contributors who might provide significant funding to help underwrite costs of the Project or who otherwise are mutually deemed to deserve special recognition. The principal costs of such recognition shall be borne by the party initiating the recognition.
6. To freely exchange Project information and to periodically review, study and consider modifications to the Project pursuant to the terms of this Agreement
7. That if this Agreement is executed prior to DU receiving the Notice of Grant Award from the MDNR, and such subsequent Notice of Grant Award contain provisions which require the amendment or modification of the Terms and Conditions currently attached as Exhibit C to this Agreement, that such amended or modified Terms and Conditions shall be substituted and upon written acknowledgement by the Partner and become part of the Agreement.
8. In the event the parties hereto are unable to agree regarding their obligations under this Agreement, they shall select a mutually acceptable third party whose decision shall be binding.
9. That DU or MDNR will bear no responsibility or liability with respect to any claims or suits by third persons for damages incurred or suffered resulting from, or caused by, the Partner, any subcontractor, or their respective employees, agents, servants and assigns activities under this Agreement. The Partner agrees that it will indemnify, defend and save DU and MDNR harmless from and against all losses and all claims, demands payments, suits, actions, recoveries, judgments, costs and expenses of every nature and description brought or recovered against DU or MDNR or expended by DU or MDNR, including the payment of attorneys' fees arising from the performance by the Partner, any subcontractors, and/or their respective employees, agents, servants and assigns of the Partner's obligations under this Agreement.
10. That neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of any one or both of the parties hereto which they could not reasonably have foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, strikes, lockouts, fires, riots, incendiarism, interference by civil or military authorities, compliance with regulations or orders of any government authority, and acts of war (declared or undeclared), provided such cause could not have been reasonably foreseen and guarded against by the parties hereto.

### **III. EXECUTION AND MODIFICATION OF AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first written above. Further, only the mutual prior written agreement of both parties may modify this Agreement.

**DUCKS UNLIMITED, INC.**

**PARTNER ORGANIZATION**

**BY:** \_\_\_\_\_  
James A. Rader – Director of Operations

**BY:** \_\_\_\_\_

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

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

**EXHIBIT A. – “Project Proposal”**  
**to**  
**American Rescue Plan Act**  
**Sub-Award Agreement**  
**Wetlands Conservation Program Funded by ARPA**  
**US-MI-374-109**

**EXHIBIT B. – “Project Elements”  
to  
American Rescue Plan Act  
Sub-Award Agreement  
Wetlands Conservation Program Funded by ARPA  
US-MI-374-109**

**A. DU agrees to:**

**B. The Partner agrees to:**

**C. DU and Partner mutually agree:**

**EXHIBIT B (continued)**  
**Project Description**

Project:

Location:

Contact Person:

Project Description:

Estimated Cost:           \$

Funding:                   \$XXX,XXX in – ARPA Grant Funds  
\$

Permitting Required:

Project Timeline:

**EXHIBIT C. – “Terms and Conditions”**  
**American Rescue Plan Act**  
**Sub-Award Agreement**  
**Wetlands Conservation Program Funded by ARPA**  
**US-MI-374-109**

**CFR 200.331 – 200.333 Subrecipient Pass-through Monitoring and Management Requirements**

- A. GRANTEE shall ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
1. Federal award identification.
    - a. Subrecipient name (must match the name associated with its Unique Entity Identifier)
    - b. Subrecipient's Unique Entity Identifier (UEI)
    - c. Federal Award Identification Number (FAIN)
    - d. Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency
    - e. Subaward Period of Performance Start and End Date
    - f. Subaward Budget Period Start and End Date
    - g. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient
    - h. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation
    - i. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity
    - j. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)
    - k. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity
    - l. Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement
    - m. Identification of whether the award is R&D (not allowed for these funds); and
    - n. Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414
  2. All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
  3. A requirement that the subrecipient submit the legal descriptions of the subrecipient project areas, boundary maps of the project areas, required Key Performance Indicator (KPI) metrics, and the grant application with identifier to MiGrants, or similar system agreed upon by GRANTEE and DEPARTMENT, in the following manner: (i) the project area will be defined, initially, by a general overview boundary map shared by the subrecipient on or prior to

the award to the subrecipient being executed by the GRANTEE; and (ii) the project area will be defined, subsequently and finally, by an updated boundary map and specific legal description submitted by the subrecipient on or prior to October 31, 2026. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.

4. Any additional requirements that the pass-through entity imposes on the subrecipient in order for the passthrough entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports. Follows all Compliance and Reporting Guidance. Including reporting and allowable costs (<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>).
  5. (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:
    - a. The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;
    - b. The de minimis indirect cost rate.(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).
  6. A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
  7. Appropriate terms and conditions concerning closeout of the subaward.
- B. GRANTEE shall evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:
1. The subrecipient's prior experience with the same or similar subawards;
  2. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program
  3. Whether the subrecipient has new personnel or new or substantially changed systems; and
  4. The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- C. GRANTEE shall consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.208.
- D. GRANTEE shall monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
1. Reviewing financial and performance reports required by the pass-through entity.

2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
  3. Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.
  4. The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to crosscutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.
- E. Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
1. Providing subrecipients with training and technical assistance on program-related matters; and
  2. Performing on-site reviews of the subrecipient's program operations;
  3. Arranging for agreed-upon-procedures engagements as described in § 200.425.
- F. GRANTEE shall verify that every subrecipient is audited as required in 2 CFR Part 200, Subpart F when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501 (\$750,000).
- G. GRANTEE shall consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- H. GRANTEE shall consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.
- I. Fixed amount subawards, with prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in §200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts.
- J. Each subrecipient of GRANTEE will complete the engineering, acquisition, and/or restoration construction of the project wetland to the satisfaction of the DEPARTMENT including but not limited to the following:
1. Competitively bid, following 16.c.v, and then retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
  2. Within 180 days of execution of this Agreement, and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the

DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.

3. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
4. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
5. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
6. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended.
7. Comply with legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.
8. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
9. Comply with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation.

The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the federal awarding agency.

10. Comply with Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- K. Each subrecipient of GRANTEE will monitor and maintain the project function for a minimum of twenty-years, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- L. Each subrecipient of GRANTEE will adopt ordinances and/or resolutions, as necessary, to effectuate the provisions of this Agreement; certify copies of all ordinances and/or resolutions adopted for these purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
- M. Each subrecipient of GRANTEE will maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
- N. Any subaward by GRANTEE will provide that in the event that any subrecipient fails to abide by any provisions of this Appendix A or any provision contained in a grant award from GRANTEE to the subrecipient, including but not limited to the failure to provide timely and complete reports and audits, that GRANTEE may, but is not required to, assign its enforcement rights under the subaward to the DEPARTMENT. The DEPARTMENT agrees that upon assignment of such enforcement rights against a subrecipient to the DEPARTMENT from the GRANTEE that the GRANTEE will be relieved of any duties and reporting responsibilities to the DEPARTMENT for that portion of the GRANT provided to the subrecipient and that the DEPARTMENT will seek any further compliance directly against the subrecipient.
- O. During the project period, the subrecipient shall obtain prior written authorization from the GRANTEE before adding, deleting, or making a significant change to any eligible uses of subaward funding provided. Further, a subrecipient must obtain the approval of the DEPARTMENT, said approval in the sole discretion of the DEPARTMENT, for any change in an approved project.
- P. All project facilities constructed or purchased by a subrecipient shall be placed and used at the project area and solely for the purposes specified in the subrecipient application and grant agreement.
- Q. Where projects are located that are open to the public, no individual shall be denied ingress or egress thereto or the use thereof because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information.

- R. The subrecipient shall not allow any encumbrance, lien, security interest, mortgage, or any evidence of indebtedness to attach to or be perfected against the project area or project facilities within the twenty-year useful life period.
- S. None of the project area nor any of the project facilities constructed by a subrecipient using subaward funds shall be wholly or partially conveyed during the twenty-year useful life period, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the subrecipient except with the written approval and consent of the DEPARTMENT.
- T. The assistance provided to a subrecipient as a result of a subaward is intended to have a lasting effect on water quality, wildlife habitat, and outdoor recreation within the Lake Erie and Saginaw Bay watersheds beyond the financial contribution alone and commits the project area within the twenty-year useful life period to increasing extent and function of wetlands, therefore:
1. The subrecipient agrees that the project area or any portion thereof will not be converted to a use beyond those specified in agreement between GRANTEE and subrecipients without prior written approval by the DEPARTMENT and, as necessary, implementation of mitigation approved by the DEPARTMENT, including, but not limited to, replacement with land of equal or greater usefulness for purposes of Wetland Conservation Program (hereafter, WCP) and market value.
  2. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
  3. Before completion of the project, the subrecipient and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory project related to the WCP.
- U. Should title to the project area or any portion thereof be acquired from the subrecipient by any other entity through exercise of the power of eminent domain within the twenty-year useful life period, the subrecipient agrees that the proceeds awarded to the subrecipient shall be used to replace the lands and project facilities affected with lands and project facilities of at least equal or greater market value, and of equal or greater usefulness in accordance with intent and geographic limitation of WCP.. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution by subrecipient satisfies above criteria. Such replacement shall be subject to all the provisions of this Agreement.
- V. The subrecipient acknowledges that:
1. The subrecipient has examined project areas which are open to public use and that it has found the area to be safe for public use or that action will be taken by the subrecipient as part of the project to assure safe use of the area by the public, and
  2. The subrecipient is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the subrecipient, and
  3. The DEPARTMENT'S involvement in the premises is limited solely to the monitoring of the subaward to assist the subrecipient in developing the project site.
- W. The subrecipient will assure the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
- X. The subrecipient will be required to acknowledge that the subaward does not require the State of Michigan or the federal government to issue any permit required by law to construct the wetland project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301, 303, 315, 323, and 325 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the subrecipient to determine what permits are required for the project, secure the needed permits, and remain in compliance with such permits.

- Y. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the subrecipient to advertise, seek quotes, or incur costs for this project, the subrecipient must provide documentation to the DEPARTMENT that indicates either:
1. It is reasonable for the GRANTEE to conclude that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
  2. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period prior to public use of the property, and that implementation and long-term maintenance of response actions will not hinder public use and/or the resource protection values of the project area.
- Z. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for purposes of WCP, the grant may be cancelled by the GRANTEE or the DEPARTMENT with no reimbursement made to the subrecipient.
- AA. The subrecipient shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the subrecipient from claims which may arise out of or result from the subrecipient's operations under the subaward, whether performed by the subrecipient, a subcontractor or anyone directly or indirectly employed by the subrecipient, or anyone for whose acts any of them may be liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The subrecipient shall provide evidence of such insurance to the GRANTEE and DEPARTMENT at the request of either.
- BB. Nothing in the subaward shall be construed to impose any obligation upon the GRANTEE or the DEPARTMENT to operate, maintain, or provide funding for the operation and/or maintenance for the project area.
- CC. The subrecipient will represent that it will defend any suit brought against either GRANTEE or the DEPARTMENT which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
- DD. The subrecipient is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The subrecipient is responsible for the safety of all individuals who are invitees or licensees of the premises. The subrecipient will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE and the DEPARTMENT are not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
- EE. Failure by the subrecipient to comply any of the provisions of the subaward shall constitute a material breach of the subaward and the GRANTEE may seek enforcement against the subrecipient or DEPARTMENT will seek enforcement against the subrecipient if GRANTEE assigns its rights against the subrecipient to the DEPARTMENT.
- FF. The subrecipient of GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the subrecipient with the terms of this Agreement is the preservation, protection, and net increase in functional wetlands and associated lands which provide water quality and associated benefits to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The subrecipient of GRANTEE agrees that after final reimbursement has been made to the subrecipient, repayment to the GRANTEE or DEPARTMENT of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The subrecipient of GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the subrecipient of GRANTEE of this Agreement after final reimbursement has been made may be the specific performance of this Agreement.

GG. The subrecipient of GRANTEE shall return all grant money if the project is not constructed or completed in accordance with this Agreement.

HH. The subrecipient of GRANTEE will take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality in accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a).

II. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0127 awarded to The State of Michigan by the U.S. Department of the Treasury."

JJ. The Grantee will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees, and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

**EXHIBIT C-1. – “FFATA Form”**  
**American Rescue Plan Act**  
**Sub-Award Agreement**  
**Wetland Conservation Program**  
**US-MI-374-109**

The Federal Funding Accountability and Transparency Act (FFATA) requires Ducks Unlimited to report the following information:

1. Name of the entity receiving the subaward: \_\_\_\_\_

2. Address (include zip +4) of entity receiving the subaward and congressional district:

\_\_\_\_\_

Contact person: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

3. Location of project under the subaward, including city, state, congressional district, county, and zip+4:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Unique identifier of the entity receiving the award and the parent entity of the recipient, should the entity be owned by another entity: UEI (12-digit Unique Entity ID) \_\_\_\_\_ Parent: \_\_\_\_\_

5a. Did your entity in the preceding fiscal year receive 80% or more of its annual gross revenues from U. S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements **AND** did your entity in the preceding fiscal year receive \$25,000,000 or more in annual gross revenues from U. S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Yes or No – if Yes then proceed to b. If No then stop.

b. Does the public have access to information about the compensation of the executives in your entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986? Yes or No

If answer to a is yes and b is no then provide the names and total compensation of the five most highly compensated officers:

(1) _____	\$ _____
(2) _____	\$ _____
(3) _____	\$ _____
(4) _____	\$ _____
(5) _____	\$ _____

**DU use only:**

Amount of the award/contract \$ \_\_\_\_\_

DU Award Number: \_\_\_\_\_

Funding agency: Michigan Department of Natural Resources

Catalog of Federal Domestic Assistance number: CFR 200.331-200.333

EXHIBIT C-2.—“Audit Certification Form”



Agreement No. \_\_\_\_\_
Subcontract No. \_\_\_\_\_
Subcontract Amount \_\_\_\_\_
Project Officer \_\_\_\_\_

AUDIT CERTIFICATION FORM

Organization Name: \_\_\_\_\_
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_
Address: \_\_\_\_\_
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Please complete the appropriate section below, save, print, and return the completed and signed Audit Certification form and the requested documentation to: Staff requesting this form should enter appropriate name, title, address, etc. information in this section

Please identify which applies to your organization.

- I hereby certify that for the fiscal year ended (date):
1. The auditor's report on financial data states that the audited information is fairly stated in all material respects; and
2. The administration of our federal projects has been audited in accordance with 2 CFR 200 Subpart F and there were no material instances of noncompliance with federal laws and regulations or reportable conditions; and
3. There were no findings of noncompliance in the audit report that are specifically related to the subrecipient award(s); and
4. Management has addressed the resolution of previous-year findings from prior audit reports if related to the subrecipient
Auditor's report filed on (date). The Data Collection Form (SF-SAC) has been electronically submitted to the FAC.
We have completed our 2 CFR Subpart F Audit for the fiscal year ended (date), and material noncompliance issues and/or reportable conditions were noted. The Data Collection Form (SF-SAC) has been electronically submitted to the FAC.
We have not completed our 2 CFR Subpart F Audit for the fiscal year ended (date). We expect the audit to be completed by (date). Upon completion of the 2 CFR Subpart F Audit, we will provide either the positive certifications outlined in the first option above and a copy of the report or a copy of the audit report and our response as required in 2 CFR Subpart F, §200.512(c).
Our organization is not subject to the requirements of 2 CFR Subpart F Audit (complete both (a) and (b) below).
a. Our organization is not subject to the requirements of 2 CFR Subpart F Audit because we:
Did not receive \$750,000 or more during the fiscal year.
Are a for-profit organization.
Are a non-U.S. based entity.
Are exempt for other reasons (explain:)
b. In lieu of a 2 CFR Subpart F Audit, we have enclosed:
An audited financial statement.
An independent auditor's management letter.
A copy of our latest IRS tax return.
Other (explain):

I hereby represent and warrant that the information listed above is true and accurate.

Signature: \_\_\_\_\_
(Officer/Director/President of Organization)

Date:

# METHOD OF PAYMENT

Select Your Preferred Method of Payment:

- Check
- ACH
- Wire Transfer

Remit to Address for Check Payments:

Company Name:  
Attention To:  
Address 1:  
Address 2:  
City, State, Zip code:

Have you previously been paid by Ducks Unlimited via ACH or Wire Transfer?

- Yes
- No

If you answered Yes above, has your ACH or wiring information changed from previous payments?

- Yes
- No

Complete Ducks Unlimited's EFT Authorization form if:

1. You would like to be set up to receive payment via ACH or Wire Transfer and have previously only received check payments from Ducks Unlimited.  
**or**
2. Your wiring instructions have changed from previous ACH or Wire Transfers with Ducks Unlimited.

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

**TO:** Jim Nash, Chairperson of the Rufe Collier Drain Drainage Board

**FROM:** Taylor Warstler, P.E., Civil Engineer III

**SUBJECT:** Pontiac Urban Wetland Restoration Project – Trail Design and Soil Sampling Proposal

**DATE:** October 28, 2025

Last year, proposals were solicited from three professional engineering firms to design the Pontiac Urban Wetland Restoration Project. Drummond Carpenter, PLLC, an environmental engineering firm specializing in water resources engineering and research, was selected based on its award-winning project experience, its understanding of the project, and its highly qualified staff. Drummond Carpenter selected GEI Consultants of Michigan, P.C., as a subcontractor to assist with surveying and design work.

In addition to the wetland restoration design, the project also includes the design of a walking/biking path that will connect Murphy Park to the North Spur Trail of the Clinton River Regional Trail. Drummond Carpenter's original proposal for the project included 60% design of the walking/biking trail.

On October 15, 2025, Drummond Carpenter submitted a proposal for additional project scope to include 100% design of the walking/biking trail and additional soil sampling at a cost not to exceed \$78,193.50. Additional soil samplings outside of the original scope of the project were requested by the Michigan Department of Environment, Great Lakes, and Energy for the permit it required for the project. The Ducks Unlimited grant will cover the design of the walking/biking trail, but it will not fund the construction of the trail.

**Requested Action: Approve Drummond Carpenter's proposal to increase its original project scope for the wetland restoration project for a not-to-exceed price of \$78,193.50.**



## Change Order Request

TO: Taylor Warstler  
 Oakland County Water Resources Commissioner  
 One Public Works Building #95W  
 Waterford Twp, MI 48328

FROM: Kate Bailey  
 Drummond Carpenter  
 801 West Big Beaver Rd, Suite 304  
 Troy, MI 48084

DATE: October 15, 2025

RE: Trail Design & Soil Sampling Proposal  
 OCWRC, Pontiac Urban Wetland Restoration Project  
 Pontiac, Michigan

Hello Ms, Warstler,

Here is the budget summary from the last invoice (through September 26, 2025).

	Contract Amount	Previously Billed	Current Billing	Total Billed	Contract Remaining
Task 1	\$ 7,469.00	\$ 7,467.64	\$ -	\$ 7,467.64	\$ 1.36
GEI	\$ 5,046.00	\$ 5,045.25	\$ -	\$ 5,045.25	\$ 0.75
DC Expenses	\$ 360.00	\$ 304.18	\$ -	\$ 304.18	\$ 55.82
Task 2	\$ 2,688.00	\$ 2,687.84	\$ -	\$ 2,687.84	\$ 0.16
GEI	\$ 81,440.00	\$ 76,500.77	\$ 4,939.23	\$ 81,440.00	\$ -
Task 3	\$ 6,868.00	\$ 6,862.00	\$ -	\$ 6,862.00	\$ 6.00
Task 4	\$ 59,631.00	\$ 59,629.02	\$ -	\$ 59,629.02	\$ 1.98
GEI	\$ 13,209.00	\$ 13,004.78	\$ -	\$ 13,004.78	\$ 204.22
DC Expenses	\$ 360.00	\$ 36.18	\$ -	\$ 36.18	\$ 323.82
Task 5	\$ 5,556.00	\$ 5,555.26	\$ -	\$ 5,555.26	\$ 0.74
GEI	\$ 2,672.00	\$ 2,283.84	\$ -	\$ 2,283.84	\$ 388.16
DC Expenses	\$ 360.00	\$ -	\$ -	\$ -	\$ 360.00
Task 6	\$ 678.00	\$ 677.51	\$ -	\$ 677.51	\$ 0.49
GEI	\$ 6,804.00	\$ 6,751.50	\$ -	\$ 6,751.50	\$ 52.50
Task 7	\$ 6,492.00	\$ 6,460.00	\$ 30.24	\$ 6,490.24	\$ 1.76
GEI	\$ 3,119.00	\$ -	\$ 509.25	\$ 509.25	\$ 2,609.75
DC Expenses	\$ 80.00	\$ -	\$ -	\$ -	\$ 80.00
Task 8	\$ 2,490.00	\$ 2,488.65	\$ -	\$ 2,488.65	\$ 1.35
Task 9	\$ 6,014.00	\$ 6,013.98	\$ -	\$ 6,013.98	\$ 0.02
DC Expenses	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00
Task 10	\$ 70,236.00	\$ 35,236.50	\$ 5,855.76	\$ 41,092.26	\$ 29,143.74
GEI	\$ 17,592.00	\$ 1,407.00	\$ 9,030.76	\$ 10,437.76	\$ 7,154.24
Task 11	\$ -	\$ -	\$ -	\$ -	\$ -
GEI	\$ 85,985.00	\$ -	\$ -	\$ -	\$ 85,985.00
Task 12	\$ 3,700.00	\$ 1,165.50	\$ -	\$ 1,165.50	\$ 2,534.50
Task 13	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00
<b>Total</b>	<b>\$ 390,849.00</b>	<b>\$ 239,577.40</b>	<b>\$ 20,365.24</b>	<b>\$ 259,942.64</b>	<b>\$ 130,906.36</b>

The tasks with budget remaining are as follows:

- Task 7 – Bid Support: ~\$3k, we are scoped to attend a pre-bid meeting and support bid opening and comparison
- Task 10 – Final Design : ~\$25k left for DC, ~\$7k left for GEI. This needs to cover any further back and forth with EGLE permitting and final design coordination with the contractor.
- Task 11 – Construction Oversight and Post-Construction Monitoring: ~\$86k for GEI
- Task 12 – Soil Sampling ~\$2,500 remaining of current budget.
- Task 13 – Drone Videos: \$1,800 remaining

GEI has provided a cost estimate for taking the trail and boardwalk design to 100%, including soil boring and geotechnical assessment, and performing the additional soil sampling per the proposed plan submitted to EGLE. The cost for this additional work under the Drummond Carpenter's contract \$78,193.50.

This work, along with the original budget, drone video, and initial soil sampling costs would bring the project total to \$469,042.50. The total remaining budget with the additional tasks above would then be ~\$200,000.

See GEI's scope of work for their portion of the above tasks, attached. Please reach out with any questions or concerns.

Thank you,



Don Carpenter, PhD, P.E., LEED AP  
Principal



Kathleen Bailey, CERP  
Project Manager



September 18, 2025

VIA EMAIL: [warstlert@oakgov.com](mailto:warstlert@oakgov.com)

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

**Re: Trail Design & Soil Sampling Proposal  
OCWRC, Pontiac Urban Wetland Restoration Project  
Pontiac, Michigan**

Dear Ms. Warstler:

GEI Consultants of Michigan, P.C. (GEI) is pleased to provide this proposal for trail design and soil sampling for the above referenced project. While some of these work items were included in the original scope of the referenced project, GEI believes that this proposed work goes above and beyond what was proposed in the original work plan. We feel that these additional items of work are critically necessary in order to complete the trail design and EGLE permitting portions of this project.

## **Scope of Work**

The scope of work being added to the Pontiac Urban Wetland Restoration Project includes preparation of bid ready plans for trail and boardwalk through Murphy Park along with collection and analysis of six composite soil samples.

This Scope of Work includes:

### Boardwalk & Trail Design

Our original scope included a conceptual plan to connect Murphy Park to the North Spur Trail which was delivered in the 30% design drawings. Since then, GEI has completed 60% design drawings which included surface grading with balanced cut/fill quantities and ADA compliance design beyond our initial scope. The additional work for this section cost approximately \$9,500. GEI is proposing to add these costs into the additional costs that it will take to get the plans to bid ready.

In order to prepare bid ready plans, GEI anticipates performing the following work items:

- One site visit to walk the proposed trail alignment with WRC, Parks, and City of Pontiac staff,
- Two 40-foot soil borings and resulting geotechnical analysis for helical pier design aid,
- Structural design for boardwalk and accompanying plan sheets,
- Helical pier design for boardwalk and accompanying plan sheets,
- Grading optimization for drainage and ADA compliance,
- Standard and special details for trail and drainage items, and
- Preparation of specification package and bid plans.

GEI assumes that the proposed boardwalk will be a simple relatively straight wooden structure without curves and vehicular traffic. EGLE permitting, construction administration, exhaustive grant funding assistance, and major changes to the currently proposed alignment are outside of the scope of this proposal. GEI is happy to provide these services among others for additional fees upon request.

### Soil Sampling

Following discussions with the project team and EGLE, GEI is proposing to collect six soil samples. Four of the six samples will be collected upstream, West, of the North Spur Trail (NST) and two of the six samples will be collected downstream, East, of the NST and upstream of Opdyke Road. Due to the design still being in preliminary stages, the location and number of samples is subject to change based on design changes following feedback from the EGLE permit application submission. All samples will be analyzed for metals (including arsenic, cadmium, chromium, copper, lead, mercury, nickel, selenium, zinc), polychlorinated biphenyls (PCBs), polycyclic aromatic hydrocarbons (PAHs), and biochemical oxygen demand (BOD) per EGLE dredging requirements *WRD-048* by Metiri Group in Holt, Michigan. GEI will be responsible for collecting the samples, transporting the samples to the lab, and reporting the lab results in a summary report. A detailed work plan can be found as an attachment to this proposal. If more samples are needed, the cost will need to be adjusted to account for the additional collection time and additional lab samples.

### **Project Schedule**

For the boardwalk and trail design portion of this proposal, GEI recommends planning a site visit to walk the proposed alignment with WRC, Parks, and City of Pontiac staff. The site visit can be scheduled anytime. Following the site visit, GEI will make any minor changes to the proposed alignment that are discussed in the field. From there, drilling is anticipated to happen 3-4 weeks after approvals have been given and final design of the boardwalk and trail will begin shortly after completion of the soils report. It is expected that bid ready plans can be made available within 3 months of notice to proceed or acceptance of this proposal.

In regard to the schedule for the soil sampling portion of this proposal, we are available to begin work on this project within 3 weeks of notice to proceed and/or the acceptance of the proposed work plan from EGLE. GEI anticipates it will take approximately 2 days for GEI environmental scientists to complete the work outlined in the work plan. Hard copies of the summary report can be provided within 3 weeks

following completion of the exploration program and receipt of the associated laboratory testing from Metiri Group.

## Costs

We proposed to perform the above outlined scope of services for lump sum cost as summarized as below:

Task	GEI Labor Cost	Expense Cost	Task Cost
100% Boardwalk & Trail Design	\$50,030.00	\$8,850.00	\$58,880.00
Soil Sampling	\$11,310.00	\$4,280.00	\$15,590.00
Subtotal:	\$61,340.00	\$13,130.00	
<b>Total Cost:</b>	<b>\$74,470.00</b>		

## Terms and Conditions

We will complete the proposed scope of work per the current terms and conditions for professional services contract with Drummond Carpenter. We would include this work as two additional tasks under our Preliminary Engineering & Design Services Phase of the project.

Should you have any questions with regard to the scope of work, fee or work schedule as presented herein, please contact us.

Sincerely,

GEI Consultants of Michigan, P.C.



Kyle R. Smith, P.E.  
Senior Project Engineer



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

Attachments (1):

- Soil Sampling Work Plan (12 Pages)

June 2, 2025

VIA EMAIL: KBailey@drummondcarpenter.com

Kate Bailey  
Drummond Carpenter, PLLC  
501 Avis Drive  
Ann Arbor, MI 48108

**Re: Sediment Sampling Work Plan  
OCWRC, Pontiac Urban Wetland Restoration Project – Project No. 2407744  
Pontiac, MI**

Dear Mrs. Bailey:

GEI Consultants of Michigan, P.C. (GEI) is pleased to provide this work plan for sediment sampling for the above referenced project. After prior discussions with the project team, GEI is proposing to collect six (6) sediment samples. Four (4) of the 6 samples will be collected upstream, West, of the Clinton River Trail (CRT) and two (2) of the 6 samples will be collected downstream, East, of the CRT and upstream of Opdyke Road. See Sediment Sampling Location figure attachment for the locations of the samples. Due to the design still being in preliminary stages, the location of the samples is subject to change based on design changes. A detailed work plan of the soil sampling is described herein.

## Sample Details

For collecting the dredge samples, the sediment sampling program will follow all procedures outlined in *WRD-048 – Sediment Testing for Dredging Projects dated April 13, 2018*. Depending on the volume of dredging, there will need to be 6 separate sample locations in the dredged area and an additional sample for each 10,000 cubic yards of dredging. At this time, it is estimated that there will be less than 10,000 cubic yards of dredging, so only the 6 sample locations are proposed. For the dredge samples, composite samples will be collected from the surface down to the proposed depth, 0-30 inches in depth.

*Table 1: Sediment Sampling Details*

Sample #	Sample Location	Sample Name	Sample Depth
1	DS-1	DS-1	0-30" (Composite)
2	DS-2	DS-2	0-30" (Composite)
3	DS-3	DS-3	0-30" (Composite)
4	DS-4	DS-4	0-30" (Composite)
5	DS-5	DS-5	0-30" (Composite)
6	DS-6	DS-6	0-30" (Composite)

## Sampling Procedures

Prior to the field work taking place, GEI will create a survey file using AutoCAD to provide exact location of proposed sampling locations and dredged areas. This will then be uploaded into a Trimble R12i GPS unit which can be used by field staff to ensure that samples are taken from the correct locations in correlation with the proposed work.

Dredge samples will be composite samples 30" in depth, soils and sediments will be extracted from the ground using a hand auger probe, transferred into a clean 5-gallon bucket, and homogenized to create a uniform sample. Using nitrile gloves, all soil and sediment sample material should be hand packed inside their own respective laboratory-supplied containers. The laboratory containers shall then be labeled and placed inside a cooler containing ice. It is recommended that staff wear an over the shoulder or backpack cooler to bear the weight of the samples while moving to other sample locations.

Once sampling is done at each location, a survey point shall be taken using a Trimble R12i GPS to record the horizontal location and vertical elevation of each sample. All sampling equipment will need to be washed in the stream to remove any sediments prior to sampling the next location to avoid cross contamination. Nitrile gloves should be discarded between samples to avoid cross contamination.

## Sample Analysis

Collected samples will be placed into laboratory-supplied containers, appropriate for the requested analyses. Chain of custody records will be initiated in the field at the time of sampling and accompany the samples to the laboratory. All samples will be analyzed for metals (including arsenic, cadmium, chromium, copper, lead, mercury, nickel, selenium, zinc), polychlorinated biphenyls (PCBs), polycyclic aromatic hydrocarbons (PAHs), and biochemical oxygen demand (BOD) by Metiri Group in Holt, MI. Once the samples have been tested in the laboratory, the material will be held for 30 days. After the hold period, the samples will be disposed of by Metiri Group in accordance with state and local ordinances.

It is expected that GEI will receive the testing results within 2-3 weeks of dropping off the samples. Once GEI gets the results, GEI will analyze the testing results against the Huron-Erie Lobe, statewide default background concentration values, and groundwater-surface water interface protection criteria. A detailed report to summarize the findings will be created within 3 weeks of receiving the testing results and will be sent to Drummond Carpenter and WRC for review.

Should you have any questions with regard to the scope of work as presented herein please contact us.

Sincerely,

GEI Consultants of Michigan, P.C.



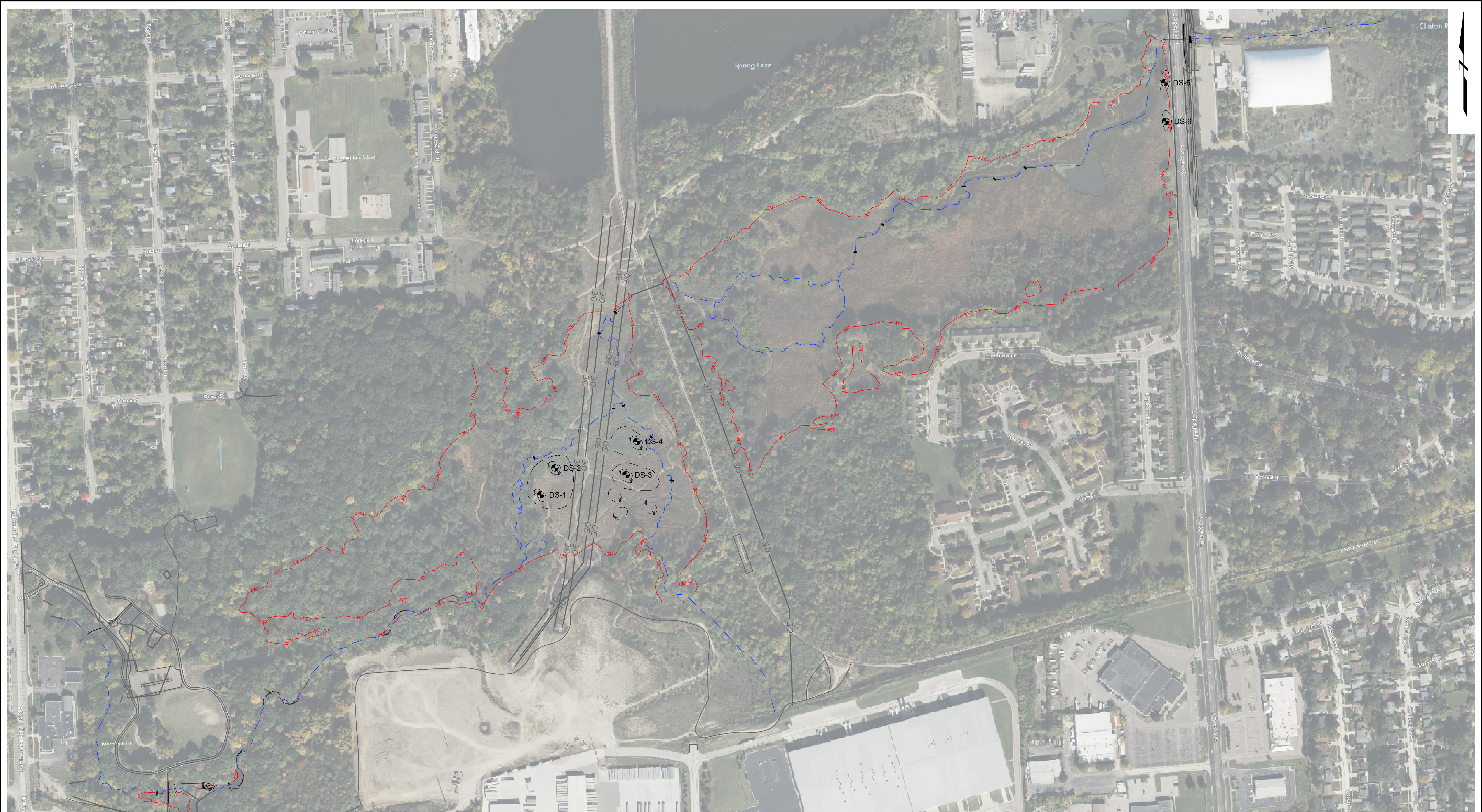
Kyle R. Smith, P.E.  
Project Engineer



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

Attachments (2):

- Map of Proposed Sediment Sampling Locations (1 page)
- WRD-048 Sediment Testing – Policy & Procedure (9 pages)

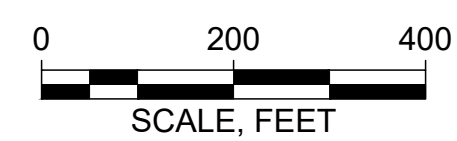


**LEGEND:**

- DELINEATED WETLAND
- DELINEATED STREAM
- PROPOSED DREDGE AREA
- PROPOSED WOODY STRUCTURE IN STREAM
- PROPOSED DREDGE SEDIMENT SAMPLE LOCATION

**NOTES:**  
 1. LOCATIONS OF SAMPLES ARE SUBJECT TO CHANGE BASED ON CHANGES TO DESIGN.


**SOURCE:**  
 1. GPS SURVEY 10/21/2024-10/25/2024



PONTIAC URBAN WETLAND RESTORATION PROJECT  
 CITY OF PONTIAC, MI  
 OAKLAND COUNTY WATER RESOURCES COMMISSIONER  
 ONE PUB WORKS BUILDING #95W, WATERFORD TWP, MI 48328



SEDIMENT SAMPLING LOCATION MAP

	<b>WATER RESOURCES DIVISION POLICY AND PROCEDURE</b>		DEPARTMENT OF ENVIRONMENTAL QUALITY
Original Effective Date: April 13, 2018	Subject: Sediment Testing for Dredging Projects		Category:
Revised Date:	Program Name: Water Resources Program		<input type="checkbox"/> Internal/Administrative <input type="checkbox"/> External/Non-Interpretive <input checked="" type="checkbox"/> External/Interpretive
Reformatted Date:	Number: WRD-048	Page: 1 of 9	Type:
			<input type="checkbox"/> Policy <input type="checkbox"/> Procedure <input checked="" type="checkbox"/> Policy and Procedure

*A Department of Environmental Quality (DEQ) Policy and Procedure cannot establish regulatory requirements for parties outside of the DEQ. This document provides direction to DEQ staff regarding the implementation of rules and laws administered by the DEQ. It is merely explanatory; does not affect the rights of or procedures and practices available to the public, and does not have the force and effect of law. DEQ staff shall follow the directions contained in this document.*

**ISSUE:**

Identify when sediment testing is required and how results will be used when processing applications for permits under authority of Part 301, Inland Lakes and Streams; Part 303, Wetlands Protection; and Part 325, Great Lakes Submerged Lands, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). Sediment testing results are used as one avenue to determine whether a proposed project will result in an unacceptable negative impact on aquatic resources, related either to the mobilization of contaminants to a new location or by exposing wildlife (including fish and other aquatic life) to contaminants previously buried. The specific permit decision criteria are stated differently in each part of the NREPA but each part requires an assessment of the project's impact on the aquatic resource and related organisms. In addition, state permits under these parts may also provide authorization under Section 404 of the federal Clean Water Act, which requires that the project must not violate water quality standards. Michigan's water quality standards require the protection of designated uses including, but not limited to, aquatic life, wildlife, and public health.

This policy applies to projects that can mobilize or expose contaminated sediments including, but not limited to, sediment removals using dredges, draglines, excavators, etc., and other projects that may not directly remove sediment from the aquatic system but may result in sediment being mobilized to other areas of the aquatic system.

**AUTHORITY:**

Part 31, Water Resources Protection, of the NREPA  
Part 301, Inland Lakes and Streams, of the NREPA  
Part 303, Wetlands Protection, of the NREPA  
Part 325, Great Lakes Submerged Lands, of the NREPA

**STAKEHOLDER INVOLVEMENT:**

This policy was placed on public notice for 30 days beginning June 26, 2017. Notification was made in the DEQ Calendar; on the DEQ dredging Web site; and to specific stakeholder groups known to have an interest in this policy, including Michigan Manufacturers Association, dredging

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contractors, resource consultants, environmental groups, Michigan Townships Association, Michigan Association of Counties, Michigan Association of County Drain Commissioners, Department of Natural Resources (Fisheries, Wildlife, and Parks and Recreation Divisions), and Michigan Boating Industries Association. Comments received were used to finalize this document.

**DEFINITIONS:**

Area of known or suspected contamination: An area identified in MiWaters or other databases as containing contaminated or polluted sediment, or a facility, as defined in Part 201 (may show up as Act 307 in MiWaters), Environmental Remediation, of the NREPA, or a National Priorities List Superfund site, or any site that has known or suspected contamination as determined by DEQ staff or the applicant. This may include project sites within Great Lakes Areas of Concern, where designated uses are currently impaired by a pollutant, in areas where a historical dredge area is being expanded vertically and/or horizontally into areas of suspected contamination, new sites in areas of historically known or suspected contamination, sites in proximity and downstream of chemical storage/handling facilities, agricultural or industrial operations, or other sites where contaminants are suspected to be present in the water body's sediments within the project dredge area due to past or current land use practice, at DEQ staff's discretion. In addition, project areas greater than 2,000 cubic yards are assumed to be in sites of suspected contamination because large projects pose a greater risk of negative aquatic impacts should undetected contaminants be present.

Dioxins and Furans Test Area: The Tittabawassee River downstream of the city of Midland, the Saginaw River downstream of the Tittabawassee River, and the portion of Saginaw Bay that lies between the mouth of the Saginaw River and a line drawn between the tip of Fish Point (Tuscola County) and the tip of the unnamed point east of the lakeward end of East Pinconning Road (Bay County) (Figure 1).

MiWaters: The permit tracking and information system used by the Water Resources Division (WRD) staff to electronically record permit file information, such as locations, that are cross-referenced against spatial information stored in multiple databases.

**PROCEDURE:**

1. Projects involving dredging may require sediment testing, and permit applications submitted for these projects under Parts 301, 303, and 325 will not be considered administratively complete until the WRD determines that either:
  - a. Testing is not required.
  - b. The required testing results have been received.

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2. WRD district staff reviews the proposed dredging project to determine if sediment testing is required. Sediment testing is required for dredging proposed in areas of known or suspected contamination and in the Dioxins and Furans Test Area.
3. Sediment testing may be waived if one of the following conditions is met:
  - a. The applicant provides approved previous test data from the site, or from a site immediately adjacent to (i.e., within 100 feet) and representative of the proposed dredge area, including project depth. The test data must include results for all default parameters identified in step 5.b., below; polychlorinated biphenyl (PCB) if the project site is in a water body identified in step 5.b., below, as requiring PCB testing; and for dioxins and furans if the proposed dredging site is in the Dioxins and Furans Test Area. The test data must have been collected and analyzed within the last ten years.
  - b. The total dredge volume is 2,000 cubic yards or less and the applicant has agreed to permit conditions in an applicable general permit or minor project category that isolate the area to be dredged and prevent downstream movement of sediment, or the project area is not within an area of known or suspected contamination or in the Dioxins and Furans Test Area.
  - c. The total dredge volume is greater than 2,000 cubic yards but due to the specific details of the project site and implementation methods, WRD district staff determines that there is minimal risk of impacts to the aquatic resources at or downstream of the project site should contaminants be present. Note that this waiver is expected to occur only rarely. An example of when this waiver may be appropriate is dredging of a small regulated pond that is entirely on one property and has no outlet or has an outlet and the applicant proposes to use silt screens or other technology to prevent downstream movement of sediment.
4. If testing is not required (and the permit application meets all other administrative completeness criteria), WRD district staff marks the application file in MiWaters as administratively complete and continues processing the application file outside of this policy and procedure. If testing is required and results have not been provided by the applicant, the file remains incomplete and WRD district staff continues processing per this policy and procedure, continuing to step 5.
5. WRD district staff sends a Sediment Testing for Dredging Projects letter to the applicant, which contains the following guidance:
  - a. Applicant may opt to conduct sieve grain analysis test for sand content, or move to step 5.b., below, if the sediment is believed to be less than 90 percent sand. For all sieve grain analysis testing for dredging projects of less than 10,000 cubic yards, the applicant shall collect sample sediment cores to project depth from 6 discrete locations within the proposed dredge area. If more than 10,000 cubic yards of dredging is

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proposed, at least 1 additional sample shall be obtained and analyzed for each 10,000 cubic yards of additional material proposed for dredging. Typically, each core sample will be composited and a subset will be analyzed using United States Standard Sieve Number 200 (Number 200 Sieve). WRD district staff may mandate specific sampling criteria, locations, and/or depth intervals based on their site-specific knowledge. Applicant reports the results for each of the six (or more) discrete sample locations as a mass percentage of retained sediments. If the average mass percentage retained on the Number 200 Sieve is 90 percent sand or greater, no additional sediment testing is required unless the project is located in the Dioxins and Furans Test Area; in which case, dioxins and furans must also be analyzed. The sieve grain analysis test is a pass/fail test. If the average mass percentage of sand is less than 90 percent, then the material must be analyzed according to step 5.b., below, for at least 6 discrete sampling locations.

- b. If the result of the mass percentage retained on the Number 200 Sieve is less than 90 percent sand, on average, or the applicant opted not to conduct sieve grain analysis, contaminant testing is required. For all analytical testing of dredging projects of less than 10,000 cubic yards, applicant shall sample sediments from 6 discrete locations within the proposed dredge area. If more than 10,000 cubic yards of dredging is proposed, at least 1 additional sample shall be obtained and analyzed for each 10,000 cubic yards of additional material proposed for dredging. Typically, each sample will consist of a subset of a composited core taken to full project depth. WRD district staff may mandate specific sampling criteria, locations, and/or depth intervals based on their site-specific knowledge.

The default analytical parameters include nine heavy metals (arsenic, cadmium, chromium, copper, lead, mercury, nickel, selenium, and zinc), polycyclic aromatic hydrocarbons (PAH) listed in Table 1, and biochemical oxygen demand (BOD). Additionally, phosphorus will be required if the proposed dredge spoil disposal location is in a surface water of the state as defined in the Part 4 Rules, Water Quality Standards, promulgated under Part 31, Water Resources Protection, of the NREPA. Default analytical parameters also include PCBs if the project is on one of the following bodies of water: Detroit River, Rouge River, Raisin River, Kalamazoo River, Saginaw River, Saginaw Bay, or Manistique Harbor; or canals that connect to any of the listed bodies of water or canals in the St. Clair Shores area between 11 Mile and 10 Mile Roads.

Additions or deletions to the default testing parameters can be made on a project-specific basis if district staff or the applicant has additional information related to the project. WRD district staff shall coordinate with other WRD and DEQ staff as needed to determine appropriate testing criteria if WRD district staff believes it should be different than the default parameters.

For projects in the Dioxins and Furans Test Area, dioxins and furans must also be analyzed.

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- c. Sediment testing must be conducted according to a United States Environmental Protection Agency-approved laboratory method and reported results must specify the reporting limits.
6. The applicant forwards the sediment analysis results to WRD district staff for review.
7. If the test data is for grain size analysis as detailed in step 5.a., above, WRD district staff performs an arithmetic mean on the grain size results of all samples to determine if the project dredge materials consist of 90 percent sand or greater by grain size.
8. If the sediment to be dredged is 90 percent sand or greater and the project is not located in a Dioxin and Furans Test Area, sediment contaminant testing is not required. Placement of dredged materials is subject to review under Parts 31, 301, 303, and 325 of the NREPA as part of a Joint Permit Application review conducted by WRD district staff.
9. If the sediment to be dredged is less than 90 percent sand or dioxins and furans testing is required, WRD district staff reviews sediment test results:
  - a. If any sample test result exceeds any screening guidelines in Table 2, results shall be sent to the Lakes Erie, Huron, and Superior Unit (LEHSU) supervisor, Surface Water Assessment Section, WRD, for review pursuant to Part 31. If sediment results show PCB and/or mercury concentrations greater than 1 part per million or metals, PAH, or dioxin/furan concentrations greater than the screening guidelines in Table 2, additional sediment testing may be required to evaluate the newly exposed sediment quality or potential downstream impacts. Any additional sediment testing data will be used to evaluate potential impacts to surface water designated uses, as defined in the Part 4 Rules. The LEHSU staff will advise WRD district staff, generally within two weeks, as to the next steps based on the test results.
  - b. If any BOD sample result is 250 milligrams per liter or greater, results shall be sent to the Groundwater Permits Unit (GPU) supervisor, Permits Section, WRD. The GPU supervisor will instruct WRD district staff as to the next steps based on the test results.
10. WRD staff considers the proposed placement of dredged material subject to Parts 31, 301, 303, and 325 of the NREPA, if applicable.
11. If the proposed dredge project is permissible, WRD district staff drafts the permit, including any conditions related to protection of designated uses and the disposal of dredged material, forwards the permit and information related to dredged material disposal requirements under Part 115, Solid Waste Management, of the NREPA, to the applicant, and updates MiWaters.

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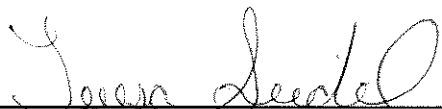
Subject: Sediment Testing for Dredging Projects

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**ATTACHMENTS:**

- Table 1. Required PAH Testing
- Table 2. Aquatic Life and Wildlife Screening Guidelines
- Figure 1. Dioxins and Furans Test Area

**DIVISION DIRECTOR APPROVAL:**



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Teresa Seidel, Director  
Water Resources Division

**DEPUTY DIRECTOR APPROVAL:**



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Michael McClellan, Environment Deputy Director

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Table 1. Required PAH Testing

Acenaphthene
Acenaphthylene
Anthracene
Benzo(a)anthracene
Benzo(b)fluoranthene
Benzo(k)fluoranthene
Benzo(g,h,i)perylene
Benzo(a)pyrene
Chrysene
Dibenzo(a,h)anthracene
Fluoranthene
Fluorene
Indeno(1,2,3-cd)pyrene
2-Methylnaphthalene
Naphthalene
Phenanthrene
Pyrene

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Table 2. Aquatic Life and Wildlife Screening Guidelines

CHEMICAL	CONCENTRATION
<b>Metals (mg/kg)</b>	
Arsenic*	33.00
Cadmium*	4.98
Chromium	111.00
Copper*	149.00
Lead*	128.00
Mercury*	1.06
Nickel*	48.60
Selenium**	1.90
Zinc*	459.00
<b>PAH (ug/kg)</b>	
Anthracene*	845
Benz(a)anthracene*	1,050
Benzo(a)pyrene*	1,450
Chrysene*	1,290
Fluorene*	536
Fluranthene*	2,230
Naphthalene*	561
Phenanthrene*	1,170
Pyrene*	1,520
Total PAH*	22,800
<b>Total PCB (mg/kg)</b>	
	0.676
<b>Dioxin/furans as 2,3,7,8 TCDD TEQ (ug/kg)***</b>	
	0.00012

References:

\*Probable Effect Concentrations (PEC) from MacDonald et al., 2000. Development and Evaluation of Consensus-Based Sediment Quality Guidelines for Freshwater Ecosystems. Arch. Environ. Contam. Toxicol. 39. 20-31.

\*\*Thompson, P.A., J. Kurias, and S. Mihok. 2005. Derivation and Use of Sediment Quality Guidelines for Ecological Risk Assessment of Metals and Radionuclides Released to the Environment from Uranium Mining and Milling Activities in Canada. Environmental Monitoring and Assessment 110:71-85.

\*\*\*United States Environmental Protection Agency, Region 5, RCRA Ecological Screening Levels. August 22, 2003. Toxic Equivalency should be calculated using the 2005 World Health Organization Toxic Equivalency Factor in Table 1 of Van den Berg et al., Toxicological Sciences 93(2), 223-241 (2006). The 2005 World Health Organization Reevaluation of Human and Mammalian Toxic Equivalency Factors for Dioxin and Dioxin-Like Compounds.

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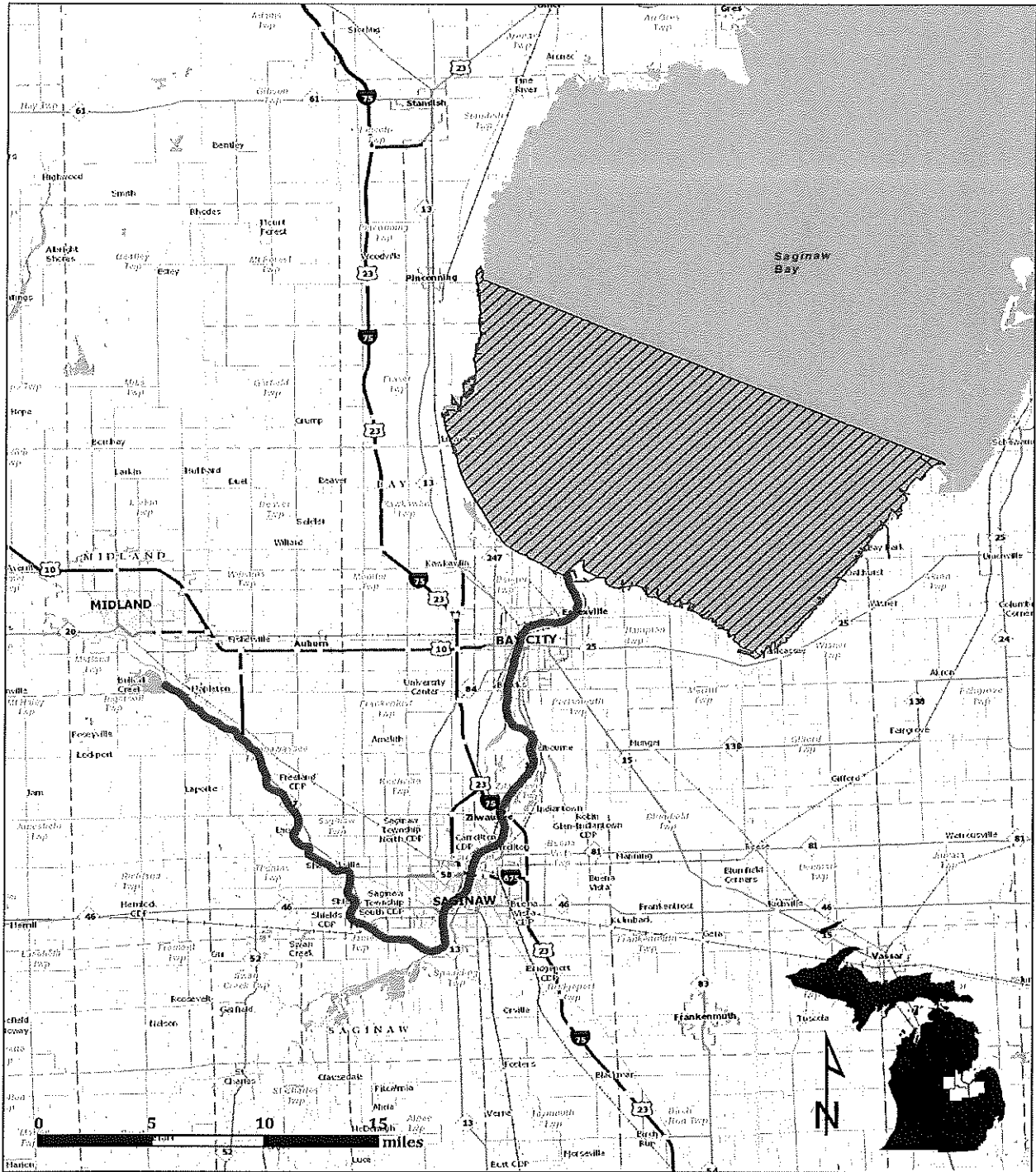


Figure 1. Dioxins and Furans Test Area

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the  
 DRAIN: Rufe Collier Drain (Construction)

DATE: Tuesday, October 28, 2025

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

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17851	Drummond Carpenter	Invoice No. 5743; Professional Services	\$22,187.25		*	
	Drummond Carpenter	Invoice No. 5777; Professional Services	\$20,365.24		*	
				<b>Project Total:</b>	<b>\$42,552.49</b>	
				<b>Grand Total:</b>	<b>\$42,552.49</b>	

## **7. Nelson Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE NELSON DRAIN**

October 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of January 28, 2025
3. Public Comments
4. Present Cost Share Agreement with Macomb County Gibson Drain Drainage District and the Gibson Intercounty Drain Drainage District
5. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,150.00
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

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

January 28, 2025

A meeting of the Drainage Board for the Nelson Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 28<sup>th</sup> day of January 2025.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

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

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

Minutes of the meeting held August 27, 2024, were presented for consideration. It was moved by Markham, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3  
Nays - 0

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

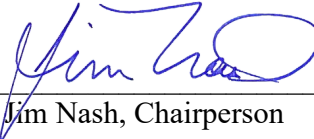
A memorandum from Jeffrey Parrott, Supervisor, Right of Way, dated January 28, 2025, requesting the Board authorize the Chairperson to sign documents necessary to accommodate the City of Troy's proposed Rochester Road improvement project was presented. It was moved by Markham, supported by Woodward, to authorize the Chairperson to sign documents necessary to accommodate the City of Troy's proposed Rochester Road improvement project 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 Ms. Markham and Mr. Woodward.

ADOPTED: Yeas - 3  
Nays - 0

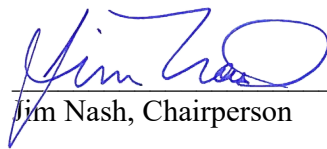
There being no further business, the meeting was adjourned.

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

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Nelson Drain, Oakland County, Michigan, held on the 28<sup>th</sup> 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 Nelson Drain Drainage District.

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

Dated: January 28, 2025

## AGREEMENT

**THIS AGREEMENT**, made and entered on this \_\_\_\_ day of \_\_\_\_\_ 2025 (“Agreement”), by and between the Gibson Ch. 20 Drain Drainage Board (“Gibson Ch. 20 Drainage Board”), on behalf of the Gibson Ch. 20 Drain Drainage District (“Gibson Ch. 20 Drainage District”) whose address is 21777 Dunham Road, Clinton Township, Michigan 48036; the Nelson Ch. 20 Drain Drainage Board (“Nelson Ch. 20 Drainage Board”), on behalf of the Nelson Ch. 20 Drain Drainage District (“Nelson Ch. 20 Drainage District”) whose address is One Public Works Drive, Building 95 West, Waterford, Michigan 48328; and the Gibson Intercounty Drain Drainage District (“Gibson ICD”), whose address is 525 W. Allegan Street, P.O. Box 30017, Lansing, Michigan 48909 (collectively, the “Parties”). The Parties agree as follows:

### **WITNESSETH:**

**WHEREAS**, the Gibson Ch. 20 Drain is a Macomb County drain, established pursuant to Chapter 20 of Public Act 40 of 1956, as amended (the “Drain Code”), under the jurisdiction of the Gibson Ch. 20 Drainage Board; and

**WHEREAS**, the Nelson Ch. 20 Drain is an Oakland County drain, established pursuant to Chapter 20 of the Drain Code, under the jurisdiction of the Nelson Ch. 20 Drainage Board; and

**WHEREAS**, the Gibson Intercounty Drain is an intercounty drain established pursuant to Chapter 6 of the Drain Code and involves Macomb and Oakland counties; and

**WHEREAS**, the Gibson Ch. 20 Drain, Nelson Ch. 20 Drain, Gibson Intercounty Drain may hereafter be collectively referred to as the “Drains”; and

**WHEREAS**, the Drains are connected with the Nelson Ch. 20 Drain being a tributary to the Gibson Ch. 20 Drain; and

**WHEREAS**, the Parties agree that work is required on the Gibson Ch. 20 Drain and work may be required on the Nelson Ch. 20 Drain to help solve drainage and sedimentation concerns on the Drains; and

**WHEREAS**, the purpose of this Agreement is to set forth the Parties understanding related to the sharing of the costs of a multi-phased project to perform maintenance and/or improvement work on the Gibson Ch. 20 Drain and the Nelson Ch. 20 Drain; and

**WHEREAS**, under the Drain Code, more particularly MCL 280.471, the Parties may contract with respect to any matter connected with the construction, operation, maintenance, use or services of any drain; and

**WHEREAS**, the Parties desire to avail themselves of the authority granted through the Drain Code to enter into an arrangement to accomplish funding of the multi-phased project; and

### **NOW, THEREFORE, BE IT AGREED THAT:**

1. As described below, Parties agree to implement the below described multi-phased project for drainage work on the Gibson Ch. 20 Drain and the Nelson Ch. 20 Drain (“Multi-Phase Project”) and share costs accordingly.

- a. **Phase 1:** Parties agree that the Gibson Ch. 20 Drainage Board shall undertake the maintenance work generally described in **Exhibit A** as Phase 1 (“Phase 1”). Costs of Phase 1 shall be shared as follows: Gibson Ch. 20 Drainage District 50%; Nelson Ch. 20 Drainage District 50%.
  - b. **Phase 2:** Phase 2 of the multiphase project (as described below) shall be preconditioned on receiving any necessary petitions or agreements to improve the Nelson Ch. 20 Drain and necessary local, state, and/or federal permitting. If necessary petitions or permitting are not received, neither Phase 2(i) nor Phase 2(ii) as described below shall occur without written mutual agreement of the Parties otherwise.
    - i. **Phase 2(i):** Parties agree that the Gibson Ch. 20 Drainage Board shall undertake the work generally described in **Exhibit A** as Phase 2(i) (“Phase 2(i)”). Costs of Phase 2(i) shall be borne by the Nelson Ch. 20 Drainage District.
    - ii. **Phase 2(ii):** Parties agree that the Gibson Ch. 20 Drainage Board shall undertake the work generally described in **Exhibit A** as Phase 2(ii) (“Phase 2(ii)”). Costs of Phase 2(ii) shall be borne by the Gibson Ch. 20 Drainage District.
2. The Parties agree that the Gibson Ch. 20 Drainage Board shall manage and construct each phase the Multi-Phase Project upon the applicable phase receiving scoping and final plan approval by the Gibson Ch. 20 Drainage Board and the Nelson Ch. 20 Drainage Board.
3. The Nelson Ch. 20 Drainage Board and Gibson Ch. 20 Drainage Board recognize and agree that each shall be responsible for coordinating with their respective public corporations on payment of costs pursuant to this Agreement and if necessary, apportioning and assessing costs pursuant to the Drain Code.
4. The Parties recognize that there is a history of cost sharing relating to these Drains and related local infrastructure, but the Parties agree that upon completion of the Multi-Phase Project that all future maintenance/improvement responsibility and costs of the of the Gibson Ch. 20 Drain shall be solely borne by the Gibson Ch. 20 Drainage District and all future maintenance/improvement responsibility and costs of Nelson Ch. 20 Drain shall be solely borne by the Nelson Ch. 20 Drainage District.
5. This Agreement shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Michigan.
6. Notice under this Agreement may be given by hand delivery, or certified mail, postage prepaid, to the addresses above and is deemed received on the day hand delivered or on the third day after deposit if sent certified mail.

7. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the prior written consent of both parties.
8. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
9. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and be enforceable in accordance with its terms.
10. This Agreement may be amended or supplemented only by a written instrument signed by the Parties.
11. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

**GIBSON CH. 20 DRAIN  
DRAINAGE BOARD**

---

By: Candice Miller  
Its: Chairperson

**NELSON CH. 20 DRAIN  
DRAINAGE BOARD**

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By: Jim Nash  
Its: Chairperson

**GIBSON INTERCOUNTY DRAIN  
DRAINAGE DISTRICT**

---

By:  
Its:

## **EXHIBIT A**

### **PHASE 1:**

- (i) Partial Dredging South Pond:** Dredging of the south pond where channel of the Gibson Drain outlets to the pond south of 18 Mile Road. (See attached Exhibit B)
- (ii) Open Channel Maintenance:** Routine open channel clean out and maintenance of the Gibson Drain channel from the pond south of 18 Mile Road to Dequindre Road. (See attached Exhibit B)

### **PHASE 2:**

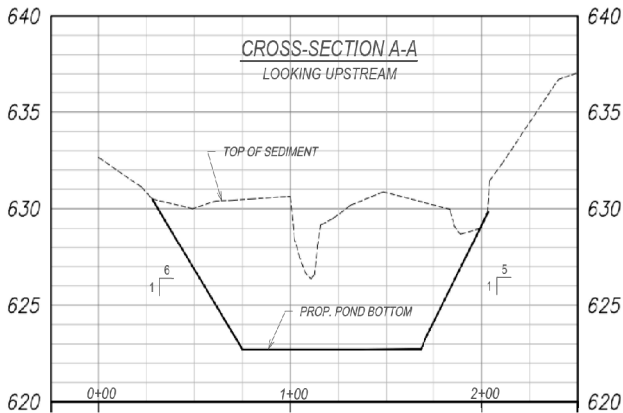
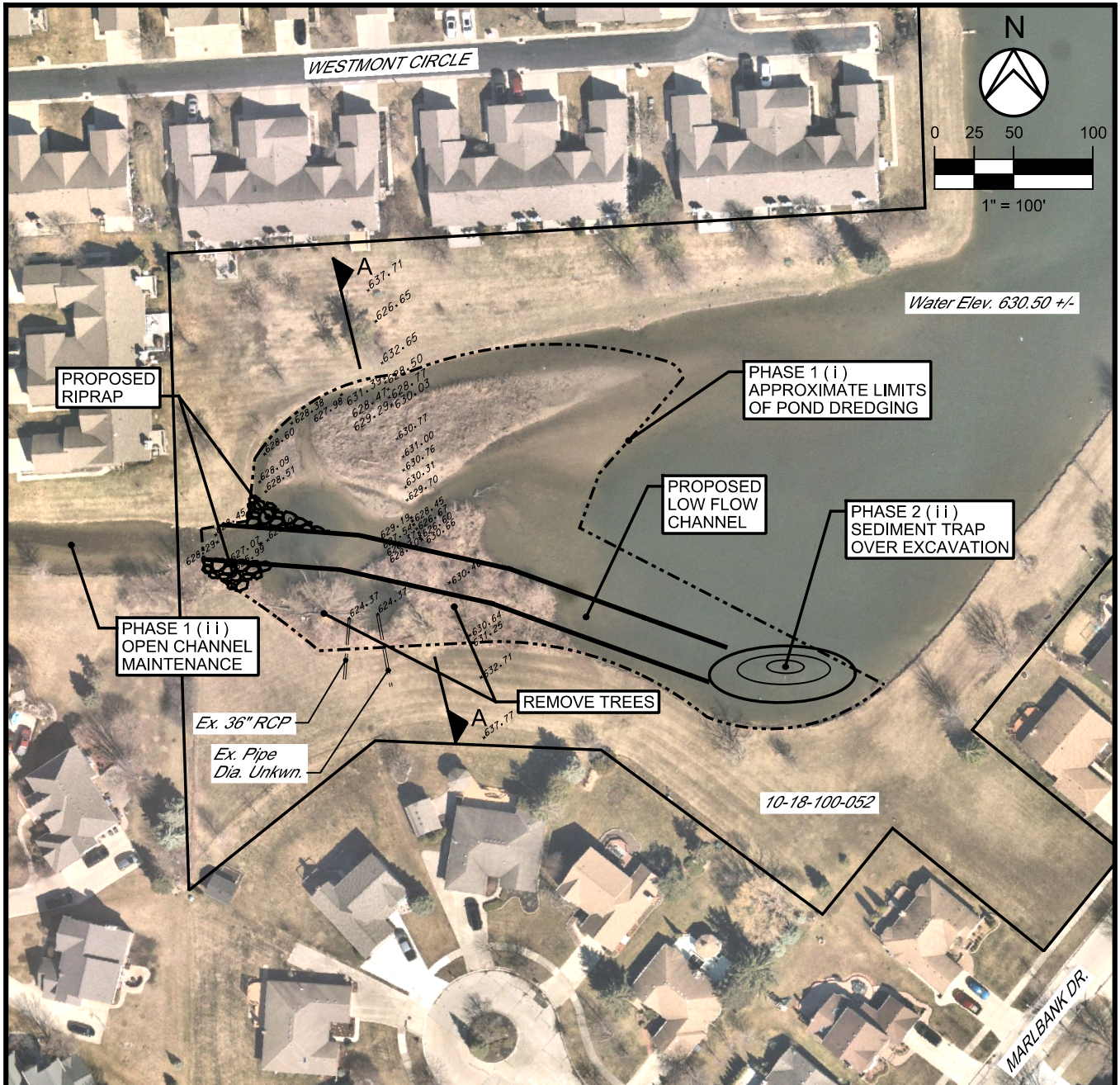
- (i) Phase 2(i):** To reduce downstream sediment deposition, a sediment trap shall be installed west of Dequindre Rd on the Nelson Drain. This phased work will require EGLE permitting as a precondition to implementation. The design of this improvement shall be approved by the parties.
- (ii) Phase 2(ii):** Creation of a low flow channel a sediment trap pool on the Gibson Drain in the pond south of 18 Mile Road. This phased work will require EGLE permitting as a precondition to implementation. The design of this improvement shall be approved by the parties. (See attached Exhibit B)

29-JUL-2025 08:41

07012015HRC.tbl

V:\202307\20230732\Exhibits\Exhibit\_B.dgn

jrc



# GIBSON INTERCOUNTY DRAIN IMPROVEMENTS

SCALE:  
1" = 100' HORIZ  
1" = 10' VERT.

JOB NO.  
**20230732**  
DATE  
**JULY 2025**

**HRC**  
**HUBBELL, ROTH & CLARK, INC**  
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE  
BLOOMFIELD HILLS, MICH.  
P.O. BOX 824  
48303 - 0824  
PHONE: (248) 454-6300  
FAX (1st. Floor): (248) 454-6312  
FAX (2nd. Floor): (248) 454-6359  
WEB SITE: www.hrcengr.com

EXHIBIT  
**B**

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the  
DRAIN: Nelson Drain  
  
DATE: Tuesday, October 28, 2025  
  
SUBJECT: Request for Approval of Invoices and/or  
Reimbursement of the Drain Revolving Fund (as indicated)

<b>Project #</b>	<b>Payable To:</b>	<b>For:</b>	<b>Amount</b>	<b>Totals</b>	<b>Reference #</b>	<b>Notes</b>
N/A	A & D Animal Control	Invoice No. 33223; Set up, Coyote Removal, Deterrant	\$1,150.00		*	
				<b>Total:</b>	<b>\$1,150.00</b>	
				<b>Grand Total:</b>	<b>\$1,150.00</b>	

## **8. Joseph Jones Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE JOSEPH JONES DRAIN**

October 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of September 23, 2025
3. Public Comments
4. Present Change Order No. 1 for Delco Services for construction of the Oakland Park Green Infrastructure Improvements for a net increase in the amount of \$49,087.54
5. Present Construction Estimate No. 1 for Dalco Services for construction of the Oakland Park Stormwater Improvements in the amount of \$14,715.00 with a transfer to the Oakland County Treasurer in the amount of \$1,635.00
6. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$22,425.36
7. Other business
8. Approve pro rata payment to Drainage Board members
9. Adjourn

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

September 23, 2025

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 23<sup>rd</sup> 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.

A Memorandum from Danielle Devlin, AICP, Environmental Planner, dated September 23, 2025, requesting the Board authorize the Chairperson to execute the construction contract with Catskill Remedial Contracting Services for a not-to-exceed price of \$591,872.00. An additional request that the Board authorize the Chairperson to execute the engineering contract with Geosyntec Consultants for a not-to-exceed price of \$34,048.00 was presented. It was moved by Markham, supported by Woodward, to authorize the Chair to execute the engineering and construction contracts as presented.

ADOPTED: Yeas - 3  
Nays - 0

Engineering Work Order No. 1 for Geosyntec Consultants for the Perry Park Stormwater Infrastructure Improvements Project to increase the total amount of the Engineering Services Contract by a not-to-exceed amount of \$34,048.00 was presented. It was moved by Markham, supported by Woodward, to approve Engineering Work Order No. 1 as presented.

ADOPTED: Yeas - 3  
Nays - 0

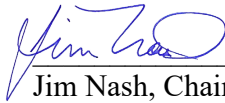
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,560.50 was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund as presented.

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

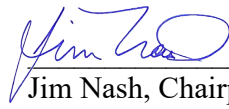
There being no further business, the meeting was adjourned.

  
\_\_\_\_\_  
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 Joseph Jones Drain, Oakland County, Michigan, held on 23<sup>rd</sup> 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 Joseph Jones Drain Drainage District.

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

Dated: September 23, 2025

**CHANGE ORDER NO. 1**

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

Authorization for Extras To & Changes In Contract

Department No. : 6010101	Account No. : 730373
Fund No. : FND84718	Program No. : 149015
Project No. : PRJ-17603	Project Activity : STD

Contractor : Dalco Services LLC  
 59187 North Avenue  
 Ray, MI 48096

Contract No. :  
 Date of Contract: 7/22/2025  
 Completion Date: 9/1/2026

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
A	<p><b>DESCRIPTION (Quantity Increase):</b>                      5. Topsoil Removal and Stockpile</p> <p><b>LOCATION:</b>                      Location of the flagstone pathway.                      Flagstone pathway to be constructed from the standpipe in the wetland to Hammond Street.</p> <p><b>REASON:</b>                      The clearing limits of the project changed because the location and length of the flagstone pathway was revised.</p>	CYD	1.0	\$12.00	\$12.00	---

**JIM NASH  
 OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
B	<p><b>DESCRIPTION (Quantity Decrease):</b> 6. Soil Removal and Haul Away</p> <p><b>LOCATION:</b> Location of the flagstone pathway. Flagstone pathway to be constructed from the standpipe in the wetland to Hammond Street.</p> <p><b>REASON:</b> The clearing limits of the project changed because the location and length of the flagstone pathway was revised.</p>	CYD	-2.0	\$17.00	---	\$34.00
C	<p><b>DESCRIPTION (Quantity Decrease):</b> 9. Construction Fence and Tree Protection</p> <p><b>LOCATION:</b> Location of the flagstone pathway. Flagstone pathway to be constructed from</p> <p><b>REASON:</b> The clearing limits of the project changed because the location and length of the flagstone pathway was revised.</p>	LF	-51.0	\$12.00	---	\$612.00

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
D	<p><b>DESCRIPTION (Quantity Increase):</b> 10. Earthwork (onsite movement labor)</p> <p><b>LOCATION:</b>  Location of the flagstone pathway. Flagstone pathway to be constructed from the standpipe in the wetland to Hammond Street.</p> <p><b>REASON:</b>  The clearing limits of the project changed because the location and length of the flagstone pathway was revised.</p>	SFT	833.0	\$1.57	\$1,307.81	---
E	<p><b>DESCRIPTION (Quantity Increase):</b> 20. Flagstone Pathway</p> <p><b>LOCATION:</b>  Flagstone pathway to be constructed from the standpipe in the wetland to Hammond Street.</p> <p><b>REASON:</b>  Project came in under budget. Additional budget within the grant funding amount is available and must be spent or returned. The flagstone pathway was extended from the constructed wetland limits to Hammond Street.</p>	SYD	19.0	\$450.00	\$8,550.00	---

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
F	<p><b>DESCRIPTION (Quantity Increase):</b> 25. SESC BioNet Straw Mulch Blanket</p> <p><b>LOCATION:</b> Location of the flagstone pathway. Flagstone pathway to be constructed from the standpipe in the wetland to Hammond Street.</p> <p><b>REASON:</b> The clearing limits of the project changed because the location and length of the flagstone pathway was revised.</p>	SYD	10.0	\$6.00	\$60.00	---
G	<p><b>DESCRIPTION (Add Item):</b> Concrete Prep for 20' x 10' Concrete Pad</p> <p><b>LOCATION:</b> Concrete pad to be located behind the back of curb on the north side of Hammond Street between the project's curb cut inlet and the flagstone pathway.</p> <p><b>REASON:</b> Project came in under budget. Additional budget within the grant funding amount is available and must be spent or returned. A concrete pad with a bike repair station, pet waste station, and trash receptacle was added at the City of Pontiac's request.</p>	SFT	200.0	\$8.00	\$1,600.00	---

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
H	<p><b>DESCRIPTION (Add Item):</b>                      Pour New 6" Broom Finished Concrete</p> <p><b>LOCATION:</b>                      Concrete pad to be located behind the back of curb on the north side of Hammond Street between the project's curb cut inlet and the flagstone pathway.</p> <p><b>REASON:</b>                      Project came in under budget. Additional budget within the grant funding amount is available and must be spent or returned. A concrete pad with a bike repair station, pet waste station, bike racks, and trash receptacle was added at the City of Pontiac's request.</p>	SFT	200.0	\$17.50	\$3,500.00	---
I	<p><b>DESCRIPTION (Add Item):</b>                      Install and Furnish 2 Picnic Tables</p> <p><b>LOCATION:</b>                      Picnic tables to be added on the north side of the constructed wetland.</p> <p><b>REASON:</b>                      Project came in under budget. Additional budget within the grant funding amount is available and must be spent or returned. Picnic tables were added at the City of Pontiac's request.</p>	EA	2.0	\$3,724.00	\$7,448.00	---

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
J	<p><b>DESCRIPTION (Add Item):</b> Install and Furnish 4 Park Benches</p> <p><b>LOCATION:</b> Park benches to be added on the north side of the constructed wetland.</p> <p><b>REASON:</b> Project came in under budget. Additional budget within the grant funding amount is available and must be spent or returned. Park benches were added at the City of Pontiac's request.</p>	EA	4.0	\$3,621.00	\$14,484.00	---
K	<p><b>DESCRIPTION (Add Item):</b> Install and Furnish Bike Repair Station</p> <p><b>LOCATION:</b> Bike repair station to be installed on the concrete pad between the flagstone pathway and curb cut inlet on Hammond Street.</p> <p><b>REASON:</b> Project came in under budget. Additional budget within the grant funding amount is available and must be spent or returned. A concrete pad with a bike repair station, pet waste station, bike racks, and trash receptacle was added at the City of Pontiac's request.</p>	EA	1.0	\$3,150.00	\$3,150.00	---

**JIM NASH**  
**OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
L	<p><b>DESCRIPTION (Add Item):</b> Install and Furnish One Trash Receptacle</p> <p><b>LOCATION:</b> Trash receptacle to be installed on the concrete pad between the flagstone pathway and curb cut inlet on Hammond Street.</p> <p><b>REASON:</b> Project came in under budget. Additional budget within the grant funding amount is available and must be spent or returned. A concrete pad with a bike repair station, pet waste station, bike racks, and trash receptacle was added at the City of Pontiac's request.</p>	EA	1.0	\$2,742.00	\$2,742.00	---
M	<p><b>DESCRIPTION (Add Item):</b> Install and Furnish Two Bike Racks</p> <p><b>LOCATION:</b> Bike racks to be installed on the concrete pad between the flagstone pathway and curb cut inlet on Hammond Street.</p> <p><b>REASON:</b> Project came in under budget. Additional budget within the grant funding amount is available and must be spent or returned. A concrete pad with a bike repair station, pet waste station, bike racks, and trash receptacle was added at the City of Pontiac's request.</p>	EA	2.0	\$1,750.00	\$3,500.00	---

JIM NASH  
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

**CHANGE ORDER**

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
N	<p><b>DESCRIPTION (Add Item):</b> Install and Furnish Pet Waste Station</p> <p><b>LOCATION:</b> Pet waste station to be installed on the concrete pad between the flagstone pathway and curb cut inlet on Hammond Street.</p> <p><b>REASON:</b> Project came in under budget. Additional budget within the grant funding amount is available and must be spent or returned. A concrete pad with a bike repair station, pet waste station, bike racks, and trash receptacle was added at the City of Pontiac's request.</p>	EA	1.0	\$1,950.00	\$1,950.00	---
				Totals	\$48,303.81	\$646.00
					Net Increase	\$47,657.81
					Bond Increase	\$1,429.73
					<b>Final Change Amount</b>	<b>\$49,087.54</b>

**JIM NASH**  
**OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

CHANGE ORDER NO. 1

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

Prepared by: Taylor Warstler Date: 10/16/2025  
Taylor Warstler, P.E. (WRC)

Recommended by: Don Carpenter Date: 10/17/2025  
Don Carpenter, PhD, P.E., Consulting Engineer  
(Drummond Carpenter)

Approved by: Lynne Seymour Date: 10/17/2025  
Lynne Seymour, P.E., Chief Engineer (WRC)

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

Accepted by: Zack Williams Date: 10-17-2025  
Zack Williams, General Manager  
Dalco Services LLC

Approved by: Steven Korth Date: Oct. 20, 2025  
Steven Korth, P.E., Chief Manager (WRC)  
Special Projects Manager

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

This Change Order was approved by the Drainage Board on: \_\_\_\_\_ Date: \_\_\_\_\_

**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. 1

9/1/2025 to 9/30/2025

Department No. :	CCN6010101	Account No. :	
Fund No. :	FND84718	Program No. :	PRG149015
Project No. :	PRJ-17603	Activity :	FAC
Purchase Order No. :		Vendor No. :	
Contractor :	Dalco Services	Contract No. :	CON00011593
(Name & Address)	59187 North Ave. Ray, MI 48096	Date of Contract :	7/22/2025
		Completion Date :	8/15/2026

Original Contract Amount:	\$298,444.02
Previous Change Order Numbers (none):	\$0.00
Change Orders This Estimate Numbers (none):	\$0.00
Total Net Change Orders:	\$0.00
<b>Adjusted Contract Amount:</b>	<b>\$298,444.02</b>
Subtotal To Date: (Sheet 2 of 2 Column 7)	\$16,350.00
Less Deductions to Date: (Sheet 2 of 2 Column 7)	\$0.00
Gross Estimate: (Work in Place) <span style="float:right">5.48%</span>	\$16,350.00
Less Amount Reserved: (10% of Gross Estimate)	\$1,635.00
Total Amount Allowed To Date:	\$14,715.00 ✓
Less Previous Estimates:	\$0.00
Net Payment Request To Be Paid To Contractor:	\$14,715.00
Reserve Payment to Contractor	\$0.00
Balance of Contract To Date <span style="float:right">\$282,094.02 ✓</span>	KS Accounting Auditor: 10/10/25
Less Previous Transfers To Reserve:	\$0.00
Amount of Current Transfer:	\$1,635.00 ✓

Prepared by: <u><i>Danielle Devlin</i></u>	Date: <u>10/9/2025</u>
Danielle Devlin, AICP - Project Planner	
Recommended by: <u><i>Jason Arnold</i></u>	Date: <span style="border: 1px solid magenta; padding: 2px;">10/13/2025</span>
Jason Arnold, P.E. - Consulting Engineer (DC)	
Approved by: <u><i>Lynne Seymour</i></u>	Date: <u>10/14/2025</u>
Lynne Seymour, P.E. - Chief Engineer (WRC)	
Approved by: <u><i>Steven Korth</i></u>	Date: <u>Oct. 14, 2025</u>
Steven Korth, P.E. - Chief Manager (WRC)	

Approved by Board on: \_\_\_\_\_

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the  
DRAIN: Joseph Jones Drain

DATE: Tuesday, October 28, 2025

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

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17603	Drummond Carpenter	Invoice No. 5531; Professional Services	\$2,921.00			SINV00374561
	Drummond Carpenter	Invoice No. 5733; Professional Services	\$5,097.75			SINV00374562
	Drummond Carpenter	Invoice No. 5774; Professional Services	\$3,983.50		TBP	No PO/RC
	Drummond Carpenter	Invoice No. 5781; Professional Services	\$3,474.98		TBP	No PO/RC
			<b>Project Total:</b>	<b>\$15,477.23</b>		
17604	Geosyntec	Invoice No. 646075; Professional Services	\$2,172.01			SINV00374563
	Geosyntec	Invoice No. 652025; Professional Services	\$4,776.12		PO00094861	
			<b>Project Total:</b>	<b>\$6,948.13</b>		
			<b>Grand Total:</b>	<b>\$22,425.36</b>		

**Chapter 20 Drainage Board Meeting**  
Regular Meeting – Tuesday, October 28, 2025

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**9. Augusta Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE AUGUSTA DRAIN**

October 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of September 23, 2025
3. Public Comments
4. Present Construction Estimate No. 5 for Trojan Development Company for construction of the Augusta Drainage District Improvements in the amount of \$41,620.00
5. 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 \$3,283.51
6. 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 \$2,327.94
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**

September 23, 2025

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 23<sup>rd</sup> 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 Augusta Drain Drainage District Improvements-Storm System Rehabilitation in the amount of \$25,809.30 with a final reserve payment to the contractor of \$23,740.23 was presented. It was moved by Markham, supported by Woodward, to approve the Final Construction Estimate as presented.

ADOPTED: Yeas - 3  
Nays - 0

Construction Estimate No. 9 for T.R. Pieprzak Co for construction of the Augusta Drain Norton Street Innovation Project in the amount of \$18,578.80 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 9 as presented.

ADOPTED: Yeas - 3  
Nays - 0

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$7,302.90 was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund from the Maintenance Fund as presented.

ADOPTED: Yeas - 3  
Nays - 0

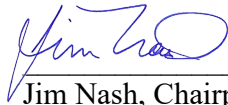
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund in the amount of \$26,539.10 was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund 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.



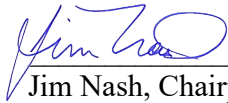
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

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



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Jim Nash, Chairperson

Dated: September 23, 2025

**Jim Nash, Oakland County Water Resources Commissioner**  
**Augusta Drainage District**  
**For Construction of the Augusta Drainage District Improvements - Drop Fall Structure Reconstruction**  
**City of Pontiac**  
**Oakland County, Michigan**

Construction Estimate No. 5

June 1, 2025 to October 20, 2025

Department No.: CCN6010101  
Fund No.: FND84495  
Project No.: PRJ-17557

Account No.: SC730373  
Program No.: PRG149015

Activity : FAC  
Vendor No. : 5297

Contractor: Trojan Development Company, Inc.  
(Name & Address) 2260 Metamora Road  
Oxford, MI 48371

Contract No. : CON00011279  
Date of Contract: 12/20/2024  
Completion Date: 7/31/2025  
PO Number: PO00076762

Original Contract Amount: \$491,112.50

Previous Change Order Numbers (none): \$0.00

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

Total Net Change Orders: \$0.00

Adjusted Contract Amount: \$491,112.50

Subtotal To Date: (Sheet 2 of 2 Column 7) \$488,392.50

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

Gross Estimate: (Work in Place) 99.45% \$488,392.50

Less Amount Reserved: (5% of Adjusted Contract Amount) \$24,555.63

Total Amount Allowed To Date: \$463,836.87

Less Previous Estimates: \$422,216.87

Net Payment Request To Be Paid To Contractor: \$41,620.00

Reserve Payment to Contractor \$0.00

Balance of Contract To Date \$2,720.00 Accounting Auditor:

Less Previous Transfers To Reserve: \$24,555.63

Amount of Current Transfer: \$0.00

Prepared by: Geoff Wilson  
Geoff Wilson, P.E. - Chief Engineer (WRC)

Date: 10/20/2025

Recommended by: Fatemeh Babakhani  
Fatemeh Babakhani, P.E. - Consulting Engineer (HRC)

Date: 10/20/2025

Approved by: \_\_\_\_\_  
Gary Nigro, P.E. - Manager (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 (Maintenance)  
  
DATE: Tuesday, October 28, 2025  
  
SUBJECT: Request for Approval of Invoices and/or  
Reimbursement of the Drain Revolving Fund (as indicated)

<b>Project #</b>	<b>Payable To:</b>	<b>For:</b>	<b>Amount</b>	<b>Totals</b>	<b>Reference #</b>	<b>Notes</b>
17215*	HRC	Invoice No. 231190; Augusta Drain Project-Norton Street	\$3,283.51		PO00061994	*PRJ # listed incorrectly on invoice
				<b>Project Total:</b>	<b>\$3,283.51</b>	
				<b>Grand Total:</b>	<b>\$3,283.51</b>	

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the  
DRAIN: Augusta Drain (Construction)  
  
DATE: Tuesday, October 28, 2025  
  
SUBJECT: Request for Approval of Invoices and/or  
Reimbursement of the Drain Revolving Fund (as indicated)

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17557	HRC	Invoice No. 0231147; Professional Services	\$2,327.94			SINV00374334
				<b>Project Total:</b>	<b>\$2,327.94</b>	
				<b>Grand Total:</b>	<b>\$2,327.94</b>	

## **10. Edwards Relief Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR EDWARDS RELIEF DRAIN**

October 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of May 21, 2024
3. Public Comments
4. Present Construction Estimate No. 1 for Doetsch Industrial Services for construction of the Edwards Relief SAW Repairs 2023 Project in the amount of \$203,358.20
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

May 21, 2024

A meeting of the Drainage Board for the Edwards Relief Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 21<sup>st</sup> day of May 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

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None.

Minutes of the meeting held April 23, 2024, 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 \$566,041 for the Edwards Relief 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 \$566,041 as presented.

ADOPTED: Yeas - 3  
Nays - 0

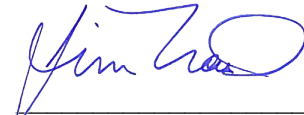
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$240.35 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$240.35.

ADOPTED: Yeas - 3  
Nays - 0

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

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



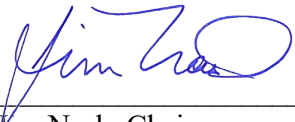
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Edwards Relief Drain, Oakland County, Michigan, held on the 21<sup>st</sup> day of May 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 Edwards Relief Drain Drainage District.

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

Dated: May 21, 2024

**Jim Nash, Oakland County Water Resources Commissioner  
Edwards Relief Drain  
For Construction of the Edwards Relief SAW Repairs 2023 Project  
West Bloomfield  
Oakland County, Michigan**

Construction Estimate No. 1

September 1, 2025 to October 3, 2025

Department No. :	CCN6010101	Account No. :	SC730373
Fund No. :	FND82517	Program No. :	PRG155020
Project No. :	PRJ-17416	Activity :	STD
Purchase Order No. :		Vendor No. :	799
Contractor :	Doetsch Industrial Services Inc	Contract No. :	CON00009838
(Name & Address)	21221 Mullin Warren, MI 48089	Date of Contract :	9/1/2022
		Completion Date :	8/31/2026

Original Contract Amount:		\$349,540.00
Previous Change Order Numbers (none):		\$0.00
Change Orders This Estimate Numbers (none):		\$0.00
Total Net Change Orders:		\$0.00
<u>Adjusted Contract Amount:</u>		<u>\$349,540.00</u>
Subtotal To Date: (Sheet 2 of 2 Column 7)		\$203,358.20
Less Deductions to Date: (Sheet 2 of 2 Column 7)		\$0.00
Gross Estimate: (Work in Place)	58.18%	\$203,358.20
Less Amount Reserved: (No Reserve on This Project)		\$0.00
Total Amount Allowed To Date:		\$203,358.20
Less Previous Estimates:		\$0.00
Net Payment Request To Be Paid To Contractor:		\$203,358.20
Reserve Payment to Contractor		\$0.00
<u>Balance of Contract To Date</u>	<u>\$146,181.80</u>	<u>Accounting Auditor:</u>
Less Previous Transfers To Reserve:		\$0.00
<u>Amount of Current Transfer:</u>		<u>\$0.00</u>

Prepared by: David R Wirth Date: 10/21/2025  
 David R. Wirth, P.E. - Project Engineer (WRC)

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Geoff Wilson, P.E. - Chief Engineer (WRC)

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Gary Nigro, P.E. - Manager (WRC)

Approved by Board on: \_\_\_\_\_

**JIM NASH**  
**OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

## **11. Brewer Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE BREWER DRAIN**

October 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of August 26, 2025
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,440.00
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

August 26, 2025

A meeting of the Drainage Board for the Brewer 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 26<sup>th</sup> day of August 2025.

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 on behalf of Gwen Markham, 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.

Minutes of the meeting held September 27, 2022, were presented for consideration. It was moved by Taylor, 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.

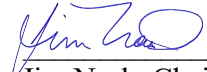
A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$26,600.00 for the Brewer Drain was presented. It was moved by Taylor, supported by Nash, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll as presented.

ADOPTED: Yeas - 2  
Nays - 0

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

ADOPTED: Yeas - 2  
Nays - 0

There being no further business, the meeting was adjourned.

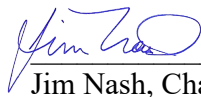
  
Jim Nash, Chairperson

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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 Brewer Drain, Oakland County, Michigan, held on the 26<sup>th</sup> day of August 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 Brewer Drain Drainage District.



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Jim Nash, Chairperson

Dated: August 26, 2025

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the  
DRAIN: Brewer Drain  
DATE: Tuesday, October 28, 2025  
SUBJECT: Request for Approval of Invoices and/or  
Reimbursement of the Drain Revolving Fund (as indicated)

<b>Project #</b>	<b>Payable To:</b>	<b>For:</b>	<b>Amount</b>	<b>Totals</b>	<b>Reference #</b>	<b>Notes</b>
N/A	JDC	Invoice No. 267718; Equipment Supplies	\$1,440.00		SINV00368675	DRF Reimbursement (pulled from Sept)
			<b>Total:</b>	<b>\$1,440.00</b>		
			<b>Grand Total:</b>	<b>\$1,440.00</b>		

## **12. Brotherton Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE BROTHERTON DRAIN**

October 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of August 24, 2021
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$16,828.80
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

August 24, 2021

A meeting of the Drainage Board for the Brotherton 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 24<sup>th</sup> day of August, 2021.

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 September 23, 2014 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.

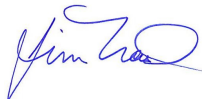
A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$58,077 for the Brotherton Drain (as attached) were presented. It was moved by Markham, supported by Nash, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$58,077 as 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 Brotherton Drain, Oakland County, Michigan, held on the 24<sup>th</sup> day of August, 2021, 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 Brotherton Drain Drainage District.



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Jim Nash, Chairperson

Dated: August 24, 2021

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the  
DRAIN: Brotherton Drain  
  
DATE: Tuesday, October 28, 2025  
  
SUBJECT: Request for Approval of Invoices and/or  
Reimbursement of the Drain Revolving Fund (as indicated)

<b>Project #</b>	<b>Payable To:</b>	<b>For:</b>	<b>Amount</b>	<b>Totals</b>	<b>Reference #</b>	<b>Notes</b>
N/A	D'Angelo Brothers Inc.	Invoice No. 1119-06; Labor and Repairs	\$16,828.80			SINV00374332
			<b>Total:</b>	<b>\$16,828.80</b>		
			<b>Grand Total:</b>	<b>\$16,828.80</b>		

## **13. Caddell Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE CADDELL DRAIN**

October 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of July 22, 2025
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$10,956.25
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

July 22, 2025

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 22<sup>nd</sup> day of July 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 June 24, 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.

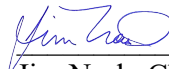
A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$125,046.00 for the Caddell Drain was presented. It was moved by Markham, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll as presented.

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

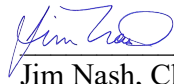
There being no further business, the meeting was adjourned.

  
\_\_\_\_\_  
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 Caddell Drain, Oakland County, Michigan, held on 22<sup>nd</sup> day of July 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 Caddell Drain Drainage District.



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Jim Nash, Chairperson

Dated: July 22, 2025

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the  
DRAIN: Caddell Drain (Construction)  
  
DATE: Tuesday, October 28, 2025  
  
SUBJECT: Request for Approval of Invoices and/or  
Reimbursement of the Drain Revolving Fund (as indicated)

<u>Project #</u>	<u>Payable To:</u>	<u>For:</u>	<u>Amount</u>	<u>Totals</u>	<u>Reference #</u>	<u>Notes</u>
17877	NTH	Invoice No. 639792; Professional Services	\$5,396.50		SINV00368678	DRF Reimbursement (pulled from Sept)
	NTH	Invoice No. 640327; Professional Services	\$5,559.75		PO00091929	
				<b><u>Project Total:</u></b>	<b><u>\$10,956.25</u></b>	
				<b><u>Grand Total:</u></b>	<b><u>\$10,956.25</u></b>	

## **14. Halfpenny Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE HALFPENNY DRAIN**

October 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of September 21, 2021
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$16,188.15
5. Other business
6. Approve pro rata payment to Drainage Board Members
7. Adjourn

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

September 21, 2021

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 21<sup>st</sup> day of September, 2021.

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 December 15, 2015 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.

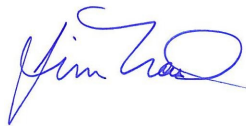
A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$39,308 for the Halfpenny Drain (as attached) were presented. It was moved by Markham, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$39,308 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 Ms. Markham and Mr. Woodward.

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



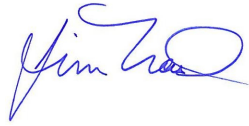
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Halfpenny Drain, Oakland County, Michigan, held on the 21<sup>st</sup> day of September, 2021, 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.



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Jim Nash, Chairperson

Dated: September 21, 2021

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the  
DRAIN: Halfpenny Drain  
DATE: Tuesday, October 28, 2025  
SUBJECT: Request for Approval of Invoices and/or  
Reimbursement of the Drain Revolving Fund (as indicated)

<b>Project #</b>	<b>Payable To:</b>	<b>For:</b>	<b>Amount</b>	<b>Totals</b>	<b>Reference #</b>	<b>Notes</b>
N/A	D'Angelo Brothers Inc	Invoice No. 1119-02; Labor and Services	\$16,188.15		SINV00368676	DRF Reimbursement (pulled from Sept)
			<b>Total:</b>	<b>\$16,188.15</b>		
			<b>Grand Total:</b>	<b>\$16,188.15</b>		

## **15. Hampton Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE HAMPTON DRAIN**

October 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of January 25, 2022
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,440.00
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

January 25, 2022

A meeting of the Drainage Board for the Hampton 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 25<sup>th</sup> day of January 2022.

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 March 26, 2019 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 \$47,577 for the Hampton 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 \$47,577 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 Ms. Markham and Mr. Woodward.

ADOPTED: Yeas - 3  
Nays - 0

There being no further business, the meeting was adjourned.



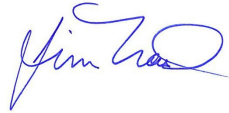
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Hampton Drain, Oakland County, Michigan, held on the 25<sup>th</sup> day of January 2022, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

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



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Jim Nash, Chairperson

Dated: January 25, 2022

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the  
DRAIN: Hampton Drain  
DATE: Tuesday, October 28, 2025  
SUBJECT: Request for Approval of Invoices and/or  
Reimbursement of the Drain Revolving Fund (as indicated)

<b>Project #</b>	<b>Payable To:</b>	<b>For:</b>	<b>Amount</b>	<b>Totals</b>	<b>Reference #</b>	<b>Notes</b>
N/A	JDC	Invoice No. 267718; Equipment and Supplies	\$1,440.00		SINV00368675	DRF Reimbursement (pulled from Sept)
			<b>Total:</b>	<b>\$1,440.00</b>		
			<b>Grand Total:</b>	<b>\$1,440.00</b>		

## **16. Jensen Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE JENSEN DRAIN**

October 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of September 24, 2024
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$1,196.40
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

September 24, 2024

A meeting of the Drainage Board for the Jensen 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 24<sup>th</sup> day of September 2024.

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 July 23, 2024, 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.

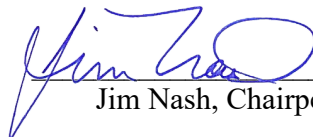
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$11,992.30 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$11,992.30.

ADOPTED: Yeas - 3  
Nays - 0

It was moved by Nash, supported by Markham, to certify attendance and authorize pro rata payment of \$25 per day to 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 Jensen Drain, Oakland County, Michigan, held on the 24<sup>th</sup> day of September 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 Jensen Drain Drainage District.

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

Dated: September 24, 2024

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the  
DRAIN: Jensen Drain  
  
DATE: Tuesday, October 28, 2025  
  
SUBJECT: Request for Approval of Invoices and/or  
Reimbursement of the Drain Revolving Fund (as indicated)

<b>Project #</b>	<b>Payable To:</b>	<b>For:</b>	<b>Amount</b>	<b>Totals</b>	<b>Reference #</b>	<b>Notes</b>
Pcard	North Electric Supply	Invoice No. 2246515; Supplies	\$1,196.40			DRF Reimbursement (pulled from Sept)
			<b>Total:</b>	<b>\$1,196.40</b>		
			<b>Grand Total:</b>	<b>\$1,196.40</b>		

## **17. Joachim Relief Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE JOACHIM RELIEF DRAIN**

October 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of September 23, 2025
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$12,385.80
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

September 23, 2025

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 23<sup>rd</sup> 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.

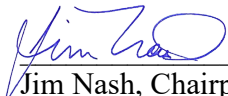
Construction Estimate No. 5 for Pipeline Management Company for construction of the Joachim Drain Drainage District Improvements in the amount of \$47,000.00 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 5 as presented.

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

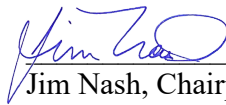
There being no further business, the meeting was adjourned.

  
\_\_\_\_\_  
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 Joachim Relief Drain, Oakland County, Michigan, held on 23<sup>rd</sup> 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 Joachim Relief Drain Drainage District.

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

Dated: September 23, 2025

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the  
DRAIN: Joachim Drain (Construction)  
  
DATE: Tuesday, October 28, 2025  
  
SUBJECT: Request for Approval of Invoices and/or  
Reimbursement of the Drain Revolving Fund (as indicated)

<b>Project #</b>	<b>Payable To:</b>	<b>For:</b>	<b>Amount</b>	<b>Totals</b>	<b>Reference #</b>	<b>Notes</b>
17558	HRC	Invoice No. 0231148; Professional Services	\$12,385.80			SINV00374339
				<b>Project Total:</b>	<b>\$12,385.80</b>	
				<b>Grand Total:</b>	<b>\$12,385.80</b>	

## **18. Luz Relief Drains**

## **AGENDA**

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

October 28, 2025

1. Call meeting to order.
2. Approve minutes of meeting of September 23, 2025
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$22,169.91
5. Other Business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

September 23, 2025

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 23<sup>rd</sup> 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.

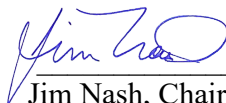
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$25,975.63 was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund as presented

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.



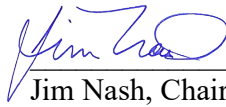
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Luz Relief Drains, Oakland County, Michigan, held on the 23<sup>rd</sup> 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 Luz Relief Drains Drainage District.



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Jim Nash, Chairperson

Dated: September 23, 2025

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the  
DRAIN: Luz Relief Drains (Construction)  
  
DATE: Tuesday, October 28, 2025  
  
SUBJECT: Request for Approval of Invoices and/or  
Reimbursement of the Drain Revolving Fund (as indicated)

<b>Project #</b>	<b>Payable To:</b>	<b>For:</b>	<b>Amount</b>	<b>Totals</b>	<b>Reference #</b>	<b>Notes</b>
17918	HRC	Invoice No. 0231154; Professional Services	\$22,169.91		PO00090056	
				<b>Project Total:</b>	<b>\$22,169.91</b>	
				<b>Grand Total:</b>	<b>\$22,169.91</b>	

**Chapter 20 Drainage Board Meeting**  
Regular Meeting – Tuesday, October 28, 2025

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**19. Mainland Drain**

## **AGENDA**

### **DRAINAGE BOARD FOR THE MAINLAND DRAIN**

October 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of September 23, 2025
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$2,485.00
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

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

September 23, 2025

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 23<sup>rd</sup> 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 July 22, 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.

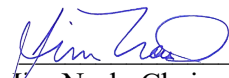
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$160,371.66 was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund as presented.

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

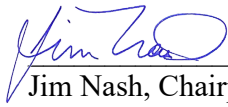
There being no further business, the meeting was adjourned.

  
\_\_\_\_\_  
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 Mainland Drain, Oakland County, Michigan, held on the 23<sup>rd</sup> 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 Mainland Drain Drainage District.

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

Dated: September 23, 2025

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the  
DRAIN: Mainland Drain (Construction)  
  
DATE: Tuesday, October 28, 2025  
  
SUBJECT: Request for Approval of Invoices and/or  
Reimbursement of the Drain Revolving Fund (as indicated)

<b>Project #</b>	<b>Payable To:</b>	<b>For:</b>	<b>Amount</b>	<b>Totals</b>	<b>Reference #</b>	<b>Notes</b>
17640	GEI Consultants	Invoice No. 25026485; Professional Services	\$2,485.00			SINV00374555
				<b>Project Total:</b>	<b>\$2,485.00</b>	
				<b>Grand Total:</b>	<b>\$2,485.00</b>	

## **20. Northwest Oakland Sanitary Drain**

## **AGENDA**

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

October 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of September 23, 2025
3. Public Comments
4. Present request for Board approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$56,024.65
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD  
FOR THE NORTHWEST OAKLAND SANITARY DRAIN**

September 23, 2025

A meeting of the Drainage Board for the Northwest Oakland 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 23<sup>rd</sup> 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.

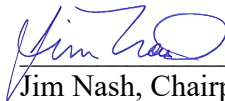
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$109,987.31 was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund as presented.

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

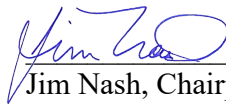
There being no further business, the meeting was adjourned.

  
\_\_\_\_\_  
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 Northwest Oakland Sanitary Drain, Oakland County, Michigan, held on 23<sup>rd</sup> 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 Northwest Oakland Sanitary Drain Drainage District.

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

Dated: September 23, 2025

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the  
 DRAIN: Northwest Oakland Sanitary Drain (Construction)

DATE: Tuesday, October 28, 2025

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

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17469	ROWE Professional	Invoice No. 120602; Study and BODR	\$54,044.65		PO00065856	
				<b>Project Total:</b>	<b>\$54,044.65</b>	
N/A	Dickinson Wright	Invoice No. 2076168; Legal Services	\$1,980.00			SINV00374565
				<b>Total:</b>	<b>\$1,980.00</b>	
				<b>Grand Total:</b>	<b>\$56,024.65</b>	

**Chapter 20 Drainage Board Meeting**  
Regular Meeting – Tuesday, October 28, 2025

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**21. George W. Kuhn Drain**

## **AGENDA**

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

October 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of September 23, 2025
3. Public Comments
4. Present Memorandum from Danielle Devlin, AICP, Environmental Planner, dated October 28, 2025, requesting the Board authorize Drummond Carpenter to commence work outlined in its July 20, 2025, proposal for a not-to-exceed cost of \$71,707.00 and approve \$20,000.00 in WRC administrative and staff costs for a total project cost of \$91,707.00
5. Present Construction Estimate No. 7 for TSP Services for construction of the GWK Parking Lot and Green Infrastructure-Phase 1 in the amount of \$15,000.00
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 \$110,222.88
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 \$8,574.41
8. Closed Session pursuant to Section 8(h) of the Open Meetings Act to discuss a confidential memorandum from Fahey Schultz Burzych and Rhodes
9. Present one-year contract extension for Compass Strategies
10. Other business
11. Approve pro rata payment to Drainage Board members
12. Adjourn

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

September 23, 2025

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 23<sup>rd</sup> 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.

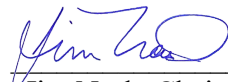
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$291,407.58 was presented. It was moved by Markham, supported by Woodward, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund as presented.

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 George W. Kuhn Drain, Oakland County, Michigan, held on the 23<sup>rd</sup> 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 George W. Kuhn Drain Drainage District.

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

Dated: September 23, 2025

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

**TO:** Jim Nash, Chairperson of the  
George W. Kuhn Drain Drainage Board

**FROM:** Danielle Devlin, AICP, Environmental Planner

**SUBJECT:** Green Stormwater Infrastructure Project Specifications

**DATE:** October 28, 2025

Over the past three years, the Water Resources Commissioner's office (WRC) Environmental Unit staff has managed several green stormwater infrastructure (GSI) projects. These efforts have highlighted the need to develop a uniform and replicable approach to ensure consistency in implementation. Proper installation and effective short- and long-term maintenance of completed GSI is crucial to the ongoing functionality and success of projects.

Developing details and specifications will improve performance and functionality of GSI installations, as well as increase the efficiency and predictability of design and ongoing maintenance. Well documented details and construction methods will increase the survivability of GSI installations. This approach will reduce design, implementation, and maintenance costs for both the WRC and partners in these projects, such as the communities with the combined systems of the GWK.

To assist in this effort, the WRC has asked Drummond Carpenter, PLLC to provide a proposal for consulting services. As shown in the chart below, Drummond Carpenter will review and develop various GSI details and specifications as well as review concept plans for GSI projects identified in WRC's five-year Sustainability Action Plan.

Tasks/Sub-Tasks	Primary/Assist	Drummond Carpenter				Task Hours	DC Task Cost	Edge Sub Task Cost (w/ 5%)	Task SubTotal
		Principal \$237	PM/Sr PE \$198	Project Engineer \$176	Staff Engr. \$154				
GSI Native Plant Specification Development	A	2		4		6	\$1,178	\$ 7,203	\$8,381
Review Existing GSI Specifications & Provide CAD Details	P	12	8	24	40	84	\$14,812	\$ 5,156	\$19,968
Sustainability Plan Concepts	P	20	8	20	80	128	\$22,164	\$ 8,726	\$30,890
Resources for GSI Public Education/Outreach	A	4		4		8	\$1,652	\$ 5,817	\$7,469
As-Needed Services	P					0	\$5,000		\$5,000
<b>Total Hours</b>		<b>38</b>	<b>16</b>	<b>52</b>	<b>120</b>	<b>226</b>	<b>\$39,806</b>		<b>\$71,707</b>

Creating specifications for GSI projects is critical to ensuring quality, performance and sustainability, while reducing costs and meeting water quality goals. Based on its understanding of this project, GSI project experience, and qualified personnel, staff recommends accepting Drummond Carpenter's proposal for a not-to-exceed cost of \$71,707. Additionally, \$20,000 is requested to cover administrative and staff costs. This work will be funded by the GWK collection system.

**Requested Action: Authorize Drummond Carpenter, PLLC to commence work outlined in its July 20, 2025, proposal for a not-to-exceed cost of \$71,707 and approve \$20,000 in WRC administrative and staff costs for a total project cost of \$91,707.**

**Jim Nash, Oakland County Water Resources Commissioner  
 GWK Drain Drainage District  
 For Construction of the GWK Parking Lot and Green Infrastructure - Phase I  
 Madison Heights  
 Oakland County, Michigan**

Construction Estimate No. 7 ✓ December 9, 2024 to September 23, 2025 ✓

Department No.: 6010101  
 Fund No.: 58520  
 Project No.: 13484  
 Purchase Order No. : PO00058359

Account No.: 730373  
 Program No.: 149667  
 Activity: STD  
 Vendor No. : 22413  
 Contract No. : 10860  
 Date of Contract: 4/17/2024  
 Completion Date: 4/16/2026

Contractor:  
 TSP Services, Inc.  
 25000 Capitol  
 Redford, MI 48239

Original Contract Amount:		\$395,392.00	
Previous Change Order Numbers (CO.1, CO.2):		\$6,817.70	
Change Orders This Estimate :		\$0.00	
Total Net Change Orders:		\$6,817.70	
<u>Adjusted Contract Amount:</u>		<u>\$402,209.70</u>	✓
Subtotal To Date: (Sheet 2 of 2 Column 7)		\$402,209.70	
Less Deductions to Date: (Sheet 2 of 2 Column 7)		\$0.00	
Gross Estimate: (Work in Place)	100.00%	\$402,209.70	✓
Less Amount Reserved: (2.5% of Adjusted Contract Amount, Substantial Completion)		\$10,055.24	
Total Amount Allowed To Date:		\$392,154.46	
Less Previous Estimates:		\$377,154.46	
Net Payment Request To Be Paid To Contractor:		\$15,000.00	
Reserve Payment to Contractor		\$0.00	
Balance of Contract To Date	\$0.00		Accounting Auditor: <i>BCR</i> 9/30/2025
Less Previous Transfers To Reserve:		\$10,055.24	✓
<u>Amount of Current Transfer:</u>		<u>\$0.00</u>	

Prepared by: Lesli Maes  
 Lesli Maes, P.E. - Project Engineer

Date: 09/30/2025

Recommended by: Jamie Burton  
 Jamie Burton, P.E. - Consulting Engineer

Date: 09/30/2025

Approved by: Evangelos Bantios  
 Evans Bantios, P.E. - Chief Engineer

Date: 9-30-2025

Approved by Board on: \_\_\_\_\_

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the  
DRAIN: George W. Kuhn Drain (Maintenance)

DATE: Tuesday, October 28, 2025

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

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17689	CDM Smith	Invoice No. 90244068; As-Needed Engineering	\$1,723.35			SINV00374508
				<b>Project Total:</b>	<b>\$1,723.35</b>	
13484	HRC	Invoice No. 0214660; Professional Services	\$7,809.75			SINV00374666
	Sherman Nursery Farms	Invoice No. 110188; Exterior Maintenance	\$3,736.70		*	
				<b>Project Total:</b>	<b>\$11,546.45</b>	
17757	AECOM	Invoice No. 2001066148; Labor	\$3,654.26			SINV00374647
				<b>Project Total:</b>	<b>\$3,654.26</b>	
17834	HRC	Invoice No. 0231149; Professional Services	\$7,932.61			SINV00374328
				<b>Project Total:</b>	<b>\$7,932.61</b>	
13437	ICS	Invoice No. 3353; Bar Screen Replacement	\$15,109.01			SINV00374512
	ICS	Invoice No. 3333; Bar Screen Replacment & Labor	\$23,852.00			SINV00375278
				<b>Project Total:</b>	<b>\$38,961.01</b>	
17885	Fishbeck	Invoice No. 456432; Professional Services	\$5,154.50		PO00079627	
				<b>Project Total:</b>	<b>\$5,154.50</b>	
17496	FK Engineering	Invoice No. 24-039-014; Construction Services & Expenses	\$16,760.08			SINV00376040
				<b>Project Total:</b>	<b>\$16,760.08</b>	
N/A	Dickinson Wright	Invoice No. 2076159; Legal Services	\$2,153.62			SINV00374509
	Dickinson Wright	Invoice No. 2076167; Legal Services	\$3,287.61			SINV00374510
	Fahey Schultz Burzych Rhodes	Invoice No. 33003; Legal Services	\$7,581.50			SINV00374511
	Kennedy	Invoice No. 648240; Materials	\$4,995.67			SINV00374513
	Dickinson Wright	Invoice No. 2083596; Legal Services	\$4,194.22		TBP	
	ICS	Invoice No. 3259; Labor and Troubleshooting	\$2,278.00		TBP	
				<b>Total:</b>	<b>\$24,490.62</b>	
				<b>Grand Total:</b>	<b>\$110,222.88</b>	

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the  
DRAIN: George W. Kuhn Drain (Construction)  
  
DATE: Tuesday, October 28, 2025  
  
SUBJECT: Request for Approval of Invoices and/or  
Reimbursement of the Drain Revolving Fund (as indicated)

<b>Project #</b>	<b>Payable To:</b>	<b>For:</b>	<b>Amount</b>	<b>Totals</b>	<b>Reference #</b>	<b>Notes</b>
17785	Shaw Service & Maintenance	Invoice No. 910015065; Work Performed	\$8,574.41			SINV00374340
				<b>Project Total:</b>	<b>\$8,574.41</b>	
				<b>Grand Total:</b>	<b>\$8,574.41</b>	

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

## **AGENDA**

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

October 28, 2025

1. Call meeting to order
2. Approve minutes of meeting of September 23, 2025
3. Public Comments
4. Present Memorandum from Mary Koeger, P.E., MBA, Wastewater Treatment Plant Engineer, dated October 28, 2025
  1. Request the Board authorize staff to take necessary steps to purchase a biodrying building from Clear Heights Construction at a cost of \$1,150,000.00
  2. Request the Board authorize purchasing a composting aerator from Brown Bear Corp at a cost of \$500,000.00
  3. Request the Board authorize purchasing landscaping services from existing vendors at a not-to-exceed price of \$50,000.00
  4. Request the Board authorize including contingency costs of \$100,000.00
5. Present Memorandum from Razik Alsaigh, P.E., Civil Engineer III, dated October 28, 2025, requesting the Board authorize staff to negotiate an as-needed contract with Total Energy Systems, LLC, and authorize the Chairperson to execute the contract
6. Present Change Order No. 4 for Clark Construction Company for the construction of the Optimization Phase II Project for a net increase in the amount of \$38,850.00
7. Present Change Order No. 13 for Clark Construction Company for construction of the Optimization Phase I Project for a net increase in the amount of \$3,891.00
8. Present Construction Estimate No. 9 for Clark Construction Company for construction of the Optimization Phase II Project in the amount of \$719,793.90 with a transfer to the Oakland County Treasurer in the amount of \$79,977.10
9. Present Construction Estimate No. 15 for Clark Construction Company for construction of the Optimization Phase I Project in the amount of \$1,254,233.39 with a transfer to the Oakland County Treasurer in the amount of \$3,369.15
10. 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 \$286,939.52

11. 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 \$228,778.48
12. Closed Session pursuant to Section 8(h) of the Open Meetings Act to discuss a confidential memorandum from Fahey Schultz Burzych and Rhodes
13. Other business
  1. 2026 Meeting Dates and Deadlines
14. Approve pro rata payment to Drainage Board members
15. Adjourn

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

September 23, 2025

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 23<sup>rd</sup> 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.

A proposal from Gallagher regarding the renewal of the General Liability, Public Officials Liability, Excess Liability, Pollution Liability and Cyber Liability Policies was presented. It was moved by Markham, supported by Woodward, to authorize the Chairperson to bind coverage in accordance with the insurance proposal recommendations from Gallagher Insurance Agency and approve payment of any premium and/or other invoices associated with the policy renewals.

ADOPTED: Yeas - 3  
Nays - 0

Construction Estimate No. 8 for Clark Construction Company for construction of the Optimization Phase II Project in the amount of \$1,067,940.90 with a transfer to the Oakland County Treasurer in the amount of \$118,660.10 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 8 as presented.

ADOPTED: Yeas - 3  
Nays - 0

Construction Estimate No. 14 for Clark Construction Company for construction of the Optimization Phase I Project in the amount of \$1,020,521.39 with a transfer to the

Oakland County Treasurer in the amount of \$4,735.15 was presented. It was moved by Markham, supported by Woodward, to approve Construction Estimate No. 14 as presented.

ADOPTED: Yeas - 3  
Nays - 0

Change Order No. 3 for Clark Construction Company for construction of the Optimization Phase II Project for a net increase in the amount of \$5,530.00 was presented. It was moved by Markham, supported by Nash, to approve Change Order No. 3 as presented.

ADOPTED: Yeas - 3  
Nays - 0

Change Order No. 12 for Clark Construction Company for construction of the Optimization Phase I Project for a net increase in the amount of \$67,383.00 was presented. It was moved by Markham, supported by Nash, to approve Change Order No. 12 as presented.

ADOPTED: Yeas - 3  
Nays - 0

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$244,447.29 was presented. It was moved by Markham, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund from the Maintenance Fund as presented.

ADOPTED: Yeas - 3  
Nays - 0

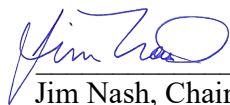
A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction Fund in the amount of \$135,396.26 was presented. It was moved by Markham, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund from the Construction 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.



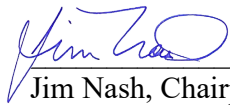
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Jim Nash, Chairperson

STATE OF MICHIGAN                    )  
  )SS.  
COUNTY OF OAKLAND                )

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Clinton River Water Resource Recovery Facility, Oakland County, Michigan, held on the 23<sup>rd</sup> 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 Clinton River Water Resource Recovery Facility.

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

Dated: September 23, 2025

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

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

**FROM:** Mary Koeger, P.E., MBA, Wastewater Treatment Plant Engineer

**SUBJECT:** Biodrying Building and Associated Equipment

**DATE:** October 28, 2025

For efficiency and cost-savings, staff is recommending the installation of a new Biodrying Building at the Clinton River Water Resource Facility in Pontiac. Biodrying is an aerobic process that uses the natural biological heat from microbial activity to dry and partially stabilize organic waste, such as biosolids. The building is expected to reduce moisture content in biosolids beyond the current 30% level. If approved, the building will be constructed by Clear Heights Construction LLC at a cost of \$1,150,000.

In addition to the building, staff also recommends the purchase of a self-contained composting aerator from Brown Bear Corp. This \$500,000 composting aerator, illustrated in the attachment, provides an economical mechanical solution for dewatering sludge. The building and equipment costs, coupled with \$50,000 for landscaping and \$100,000 in contingency costs, brings the total cost to \$1,800,000, which is within the budgeted expenditures for the next three fiscal years.

By utilizing the building and equipment, biosolids are expected to reach approximately 60% total solids, resulting in a more easily handled material. Further, the higher solids content will significantly reduce hauling costs. Costs are expected to decrease from the current \$42 per ton to about \$12 per ton. Even at FY 2023 levels of 8,500 wet tons, the savings amount to \$255,000. Such savings are projected to increase with developing communities and more efficient septage receiving.

Additionally, the biodrying building is designed with flexibility for future needs. If a thermal dryer is installed later, this building can serve as storage for dried biosolids prior to offsite transport or beneficial use.

A cost-benefit analysis was completed to evaluate the financial feasibility of the project. It confirmed that reduced volume from increasing the solids concentration is expected to realize an annual saving of \$178,500. Coupled with the annual decrease in the hauling rate of \$127,500, a total annual savings of \$306,000 is anticipated.

**Requested Action: 1.) Authorize staff to take the necessary steps to purchase a biodrying building from Clear Heights Construction, LLC at a cost of \$1,150,000, 2.) purchase a composting aerator from Brown Bear Corp. at a cost of \$500,000, 3.) purchase landscaping services from existing vendors at a cost not-to-exceed \$50,000 and 4.) include contingency costs of \$100,000.**

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

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

**FROM:** Razik Alsaigh, P.E., Civil Engineer III

**SUBJECT:** Generator Service As-Needed Contract with Total Energy Systems, LLC

**DATE:** October 28, 2025

Two months ago, the Clinton River Water Resource Recovery Facility acquired ownership of a 350-kilowatt (kW) Kohler emergency standby generator as part of its current Optimization Phase I Project. Within the next year, the facility will be receiving two 1500 kW Kohler emergency standby generators as part of the same project. Total Energy Systems, LLC is the warranty service provider with Kohler for all three generators during the first five years of service.

Recent updates to air quality compliance regulations have imposed stricter operational and reporting requirements. Authorizing Total Energy Systems to perform all related maintenance and service work will help ensure continuity, consistency, and full compliance with applicable environmental and air-quality standards.

Total Energy Systems, an official representative of the facility's three generators, is already providing warranty-covered work. Staff recommends the Board enter into an as-needed contract with Total Energy Systems to assist with the maintenance and optimization of these generators.

**Requested Action: Authorize staff to negotiate an as-needed contract with Total Energy Systems, LLC, and authorize the chairperson to execute the contract.**

**CHANGE ORDER NO. 4**

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

Authorization for Extras To & Changes In Contract

Department No. : 6010101  
 Fund No. : FND84686  
 Project No. : PRJ-17720

Account No. : 731472  
 Program No. : PRG149015  
 Project Activity : FAC  
 Contract PO : PO 00076494

Contractor :  
 Clark Construction Company  
 2660 Superior Court  
 Auburn Hills, MI 48326

Contract No. : 11282  
 Date of Contract: 10/28/24  
 Completion Date: 1/26/28

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
4-1	<p><b>LOCATION:</b>                      Clinton River Water Resource Recovery Facility - next to Final Clarifiers at Auburn Plant</p> <p><b>DESCRIPTION (Extra/Add):</b>                      Performed vibration monitoring for 23 days between August 22, 2025 and October 6, 2025 during the installation of TERS, as described in updated Claim #4 dated October 13, 2025.</p>	LS	1.0	\$38,850.00	\$38,850.00	---

**JIM NASH  
 OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
4-1	<b>REASON:</b> Setting-up and observing the vibration monitoring equipment was not included in the contract specifications but it is needed. Vibration monitoring during installation of TERS is needed to protect the existing secondary treatment structures.					
				Totals	\$38,850.00	\$0.00
				Net Increase	\$38,850.00	---

CHANGE ORDER NO. 4

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

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

Date: 10/16/2025

Recommended by:   
Allen Gelderloos, P.E. Consulting Engineer (Jacobs)

Date: 10/15/25

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

Date: 10/17/2025

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

Accepted by:   
Colt Odeh - Project Executive / Karen Middleton, Sr. Project Manager  
Clark Construction Company

Date: 10/15/2025

Approved by:   
Steve Korth, P.E.  
Chief Manager

Date: Oct. 22, 2025

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

This Change Order was approved by the Drainage Board on:

**CHANGE ORDER NO. 13**

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

Authorization for Extras To & Changes In Contract

Department No. : 6010101  
 Fund No. : FND84686  
 Project No. : PRJ-17461

Account No. : 731472  
 Program No. : PRG149015  
 Project Activity : FAC  
 Contract PO : PO 00043820

Contractor :  
 Clark Construction Company  
 2660 Superior Court  
 Auburn Hills, MI 48326

Contract No. : 10566  
 Date of Contract: 10/24/23  
 Completion Date: 1/30/27


Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
13-1	<p><b>LOCATION:</b></p> <p>Clinton River Water Resource Recovery Facility - 1)                      New Main Electrical Building.</p> <p><b>DESCRIPTION (Extra/Add):</b>                      Provide wiring and conduit modifications for an additional output to the the 125VDC power source and distribution for the 15kV and 480V switchgear system in the MEB as described in attached Work Directive#19 dated September 12, 2025.</p>	LS	1.0	\$3,891	\$3,891	---

**JIM NASH  
 OAKLAND COUNTY WATER RESOURCES COMMISSIONER**

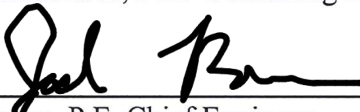
Auth No.	Location-Description-Reason	Unit Used	Est. Qty.	Unit Price	Amount Increase	Amount Decrease
13-1	<b>REASON:</b> The 125VDC battery system for the switchgear provides two DC outputs and requires additional conduit and wire to function properly.					
				Totals	\$3,891	\$0
				Net Increase	\$3,891	---

CHANGE ORDER NO. 13

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


Prepared by:  Date: 10/17/2025  
Razik Alsaigh, P.E. - WRC Project Engineer

Recommended by:  Date: 10/16/2025  
Allen Gelderloos, P.E. Consulting Engineer (Jacobs)

Approved by:  Date: 10/22/2025  
Joel Brown, P.E. Chief Engineer

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

Accepted by:  Date: 10/16/2025  
Karen M. Middleton, Sr. Project Manager  
Clark Construction Company

Approved by:  Date: Oct. 22, 2025  
Steve Korth, P.E.  
Chief Manager

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

This Change Order was approved by the Drainage 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. 9 Estimate Period: September 1, 2025 to September 30, 2025

Department No. : 6010101	PO No. PO 00076494
Fund No. : 84686	Account No. : 731472
Project No. : PRJ-17720	Program No. : 149015
	Activity : FAC
	Vendor No. : 40855

Contractor :	Contract No. : CON00011282
Clark Construction Company	Notice to Proceed : 10/28/2024
2660 Superior Court	Substantial Completion Date : 10/28/2027
Auburn Hills, MI 48326	Final Completion Date : 01/26/2028

Original Contract Amount: \$35,893,916.00

Previous Change Order Numbers (1&2): \$151,293.00

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

Total Net Change Orders: \$151,293.00

Adjusted Contract Amount: \$36,045,209.00

Subtotal To Date: (Sheet 2 of 2 Column 7) \$5,246,269.00

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

Gross Estimate: (Work in Place) 14.55% \$5,246,269.00

Less Amount Reserved: (10% of Gross Estimate) \$524,626.90

Total Amount Allowed To Date: \$4,721,642.10

Less Previous Estimates: \$4,001,848.20

Net Payment Request To Be Paid To Contractor: \$719,793.90 ✓

Reserve Payment to Contractor \$0.00

Balance of Contract To Date \$30,798,940.00 ✓ KS Accounting Auditor: 10/16/25

Less Previous Transfers To Reserve: \$444,649.80

Amount of Current Transfer: \$79,977.10 ✓

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

Date: 10/17/2025

Recommended by: *Allen Gelderloos*  
Jacobs Consulting Inc - Consulting Engineer

Date: 10/16/2025

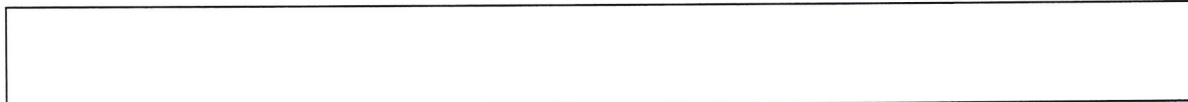
Approved by: *Joel Brown*  
Joel Brown, P.E. - Chief Engineer

Date: 10/17/2025

Approved by: *Mary Nigro*  
Mary Nigro, P.E. - Manager

Date: 10/22/2025

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 I**  
**City of Pontiac**  
**Oakland County, Michigan**

Construction Estimate No. 15

Period: September 1, 2025 to September 30, 2025

Department No. : 6010101  
Fund No. : 84686  
Project No. : PRJ-17461

PO No. PO 00043820

Account No. : 731472

Program No. : 149015

Activity : FAC

Vendor No. : 40855

Contract No. : CON00010566

Notice to Proceed : 11/17/2023

Substantial Completion Date : 11/16/2026

Final Completion Date : 01/30/2027

Contractor :

Clark Construction Company

2660 Superior Court

Auburn Hills, MI 48326

Original Contract Amount:

\$30,550,434.00

Previous Change Order Numbers (1 through 11):

\$482,220.00

Change Orders This Estimate Numbers (12):

\$67,383.00

Total Net Change Orders:

\$549,603.00

Adjusted Contract Amount:

\$31,100,037.00

Subtotal To Date: (Sheet 2 of 2 Column 7)

\$19,376,119.14

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

\$0.00

Gross Estimate: (Work in Place)

62.30%

\$19,376,119.14

Less Amount Reserved: (5% of Adjusted Contract Amount)

\$1,555,001.85

Total Amount Allowed To Date:

\$17,821,117.29

Less Previous Estimates:

\$16,566,883.90

Net Payment Request To Be Paid To Contractor:

\$1,254,233.39 ✓

Reserve Payment to Contractor

\$0.00

Balance of Contract To Date

\$11,723,917.86 ✓

KS

Accounting Auditor:

10/15/25

Less Previous Transfers To Reserve:

\$1,551,632.70

Amount of Current Transfer:

\$3,369.15 ✓

Prepared by:



Razik Alsaigh, P.E. - Project Engineer

Date:

10/16/2025

Recommended by:



Jacobs Consultants, Inc. - Consulting Engineer

Date:

10/16/2025

Approved by:

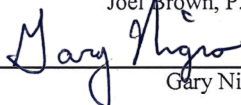


Joel Brown, P.E. - Chief Engineer

Date:

10/17/2025

Approved by:



Gary Nigro, P.E. - Manager

Date:

10/22/2025

Approved by Board on: \_\_\_\_\_

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the  
DRAIN: Clinton River Water Resource Recovery Facility

DATE: Tuesday, October 28, 2025

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

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
13470	Great Lakes Pump & Supply Co.	Invoice No. 80823; Parts	\$1,322.50		PO00088143	
				<b>Project Total:</b>	<b>\$1,322.50</b>	
17571	McNaughton-McKay Electric Co.	Invoice No. 26025301-00; Field Services	\$1,125.00			SINV00375760
	Hesco	Invoice No. 242994; Actuator Signals	\$1,732.50			SINV00374546
	Commerce Controls	Invoice No. 63201; Pontiac Site Needs	\$12,452.00			SINV00375716
				<b>Project Total:</b>	<b>\$15,309.50</b>	
N/A	Brantley Development	Invoice No. WWTPP25018; Mowing	\$1,075.00			SINV00374529
	Cambi	Invoice No. 609810-SP-061; Parts	\$3,801.60			SINV00374534
	Haviland	Invoice No. 550524; Chemicals	\$2,220.00			SINV00374544
	PVS	Invoice No. 385546; Chemicals	\$5,085.96			SINV00374547
	PVS	Invoice No. 385562; Chemicals	\$3,042.60			SINV00374548
	CSM Mechanical	Invoice No. 5668; Trench Drain Installation	\$9,855.00			SINV00370978
	D3W	Invoice No. 5470; Chemicals	\$5,720.00			SINV00374541
	D.J. Conley	Invoice No. SI-55856-1; Equipment Charge, Mileage, Labor	\$1,527.00			SINV00374543
	PVS	Invoice No. 386016; Chemicals	\$3,637.92			SINV00374549
	PVS	Invoice No. 386017; Chemicals	\$3,334.58			SINV00374550
	Brantley Development	Invoice No. WWTPP25019; Mowing	\$1,075.00			SINV00374531
	CLS	Invoice No. S4262838; Uniforms	\$1,619.85			SINV00374540
	DW3	Invoice No. 5504; Chemicals	\$5,720.00			SINV00374542
	Haviland	Invoice No. 550756; Chemicals	\$14,985.00			SINV00374545
	Saber	Invoice No. 48386; Building Cleaning	\$1,800.00		*	
	Brantley Development	Invoice No. WWTPP25020; Mowing	\$1,075.00		*	
	Haviland	Invoice No. 551345; Chemicals	\$14,985.00		*	
	Polydyne Inc.	Invoice No. 1966232; Chemicals	\$42,673.00		*	
	Waste Management	Invoice No. 0040362-2336-2; Sludge Removal	\$35,858.30		*	
	FSBR	Invoice No. 33002; Legal Services	\$1,209.50		*	
	Brantley Development	Invoice No. WWTPP25021; Mowing	\$1,075.00		*	
	Haviland	Invoice No. 551963; Chemicals	\$14,985.00		*	
	H-O-H Water Technology	Invoice No. 711604; Chemical & Service Agreement	\$2,152.50		*	October-December 2025 Billing
	Polydyne Inc.	Invoice No. 1967770; Chemicals	\$40,699.20		*	
	PVS	Invoice No. 386962; Chemicals	\$5,076.06		*	
	Eurofins	Invoice No. 1900057721; Field Sampling	\$2,720.40		*	
	Eurofins	Invoice No. 1900057743; Field Sampling	\$1,360.20		*	
	Haviland	Invoice No. 551922; Chemicals	\$3,330.00		*	
	Ingersoll Rand	Invoice No. 31237941; PackageCARE Billing	\$3,258.44		*	
	Waste Management	Invoice No. 8922921-1714-0; Liner and Waste Disposal	\$1,086.48		*	
	Waste Management	Invoice No. 8922922-1714-8; Special Waste Disposal	\$1,987.32		*	

Waste Management	Invoice No. 8922935-1714-0; Liner and Waste Disposal	\$1,094.20	*
Brantley Development	Invoice No. WWTPP25022; Mowing	\$1,075.00	*
Haviland	Invoice No. 552553; Chemicals	\$14,985.00	*
PVS	Invoice No. 387319; Chemicals	\$5,687.88	*

**Total: \$260,872.99**

Pcard	USABlueBook	Invoice No. INV00732905; Chemicals	\$2,701.60	**
	USABlueBook	Invoice No. INV00821201; Chemicals	\$5,202.93	**
	BobBarker	Invoice No. CS107091; Gloves	\$1,530.00	**

**Total: \$9,434.53**

**Grand Total: \$286,939.52**

MEMO TO: Mr. Jim Nash, Chairman of the Drainage Board for the  
 DRAIN: Clinton River Water Resource Recovery Facility (Construction)

DATE: Tuesday, October 28, 2025

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

Project #	Payable To:	For:	Amount	Totals	Reference #	Notes
17720	Jacobs	Invoice No. C6A21702-20; Design, Bid and Construction	\$97,568.25			SINV00375763
	NF Engineers	Invoice No. 127944; Professional Services	\$2,905.50			SINV00375764
	PMA Consultants	Invoice No. 04582.00-2.0-7; Professional Services	\$2,679.82			SINV00375765
			<b>Project Total:</b>	<b>\$103,153.57</b>		
17461	Jacobs	Invoice No. C6A21700-33; Design, Bid and Construction	\$64,601.91			SINV00375761
			<b>Project Total:</b>	<b>\$64,601.91</b>		
12181	CSM	Invoice No. 5872; Materials and Labor	\$30,655.00			PO00090098
	CSM	Invoice No. 5873; Materials and Labor	\$21,437.50			PO00090096
			<b>Project Total:</b>	<b>\$52,092.50</b>		
N/A	Davis & Davis	Invoice No. OCWRC-09-08-25; Legal Services	\$8,930.50			*
			<b>Total:</b>	<b>\$8,930.50</b>		
			<b>Grand Total:</b>	<b>\$228,778.48</b>		

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# 2026 CH. 20 MEETING DATES AND DEADLINES

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## January 2026

Deadline for Materials: January 16<sup>th</sup>  
Meeting Date: January 27<sup>th</sup>

## July 2026

Deadline for Materials: July 17<sup>th</sup>  
Meeting Date: July 28<sup>th</sup>

## February 2026

Deadline for Materials: February 13<sup>th</sup>  
Meeting Date: February 24<sup>th</sup>

## August 2026

Deadline for Materials: August 14<sup>th</sup>  
Meeting: August 25<sup>th</sup>

## March 2026

Deadline for Materials: March 13<sup>th</sup>  
Meeting Date: March 24<sup>th</sup>

## September 2026

Deadline for Materials: September 11<sup>th</sup>  
Meeting Date: September 22<sup>nd</sup>

## April 2026

Deadline for Materials: April 17<sup>th</sup>  
Meeting Date: April 28<sup>th</sup>

## October 2026

Deadline for Materials: October 16<sup>th</sup>  
Meeting Date: October 27<sup>th</sup>

## May 2026

Deadline for Materials: May 15<sup>th</sup>  
Meeting Date: May 26<sup>th</sup>

## November 2026

Deadline for Materials: November 6<sup>th</sup>  
Meeting Date: November 17<sup>th</sup>

## June 2026

Deadline for Materials: June 12<sup>th</sup>  
Meeting Date: June 23<sup>rd</sup>

## December 2026

Deadline for Materials: December 4<sup>th</sup>  
Meeting Date: December 15<sup>th</sup>