AGENDA

Sump Intercounty Drain Drainage Board
Oakland, Washtenaw, and Wayne Counties

10:00 A.M., Tuesday, May 28, 2019
Lyon Township Offices
58000 Grand Avenue
New Hudson, Michigan

1. Call meeting to order and introduce Board Members

   Board Members
   Michael Gregg, Chair, Michigan Department of Agriculture & Rural Development
   James Nash, Oakland County Water Resources Commissioner
   Evan Pratt, P.E., Washtenaw County Drain Commissioner
   Elmeka Steele, Esq., Wayne County Drain Commissioner

   Board Engineer
   Rodney Velez P.E. & Steve Roznowski P.E, Spicer Group

   Board Legal Counsel
   Stacy Hissong & Cole Hendrick, Fahey Shultz Burzych Rhodes

2. Motion to elect a secretary

3. Review and approve the agenda

4. Receive public comment

5. Review and approve the April 27, 2017 meeting minutes

6. Present Sump Drain construction plans dated May 2019, for approval

7. Present Agreement for approval
   Authorize Mr. Nash to execute the Agreement subject to receipt of deposit from developers

8. Present Memorandum and Proposal for Spicer Group engineering services for approval
   Authorize WRC to prepare and execute an Engineering Services Agreement for these services

9. Discuss the service request received by Washtenaw County in the Fall of 2018 to clear out the Napier culvert obstruction

10. Discuss soil erosion permit jurisdiction for the project

11. Discuss and take action to set the date, time and location of the meeting to determine necessity

12. Present Trial Balance

13. Authorize the payment of all properly presented invoices, drain orders, and vouchers

14. Old/new business

15. Set the date, time, and location of the next meeting

16. Adjourn
Minutes of the Meeting
of the Intercounty Drainage Board for the
Sump Drain

April 27, 2017

A meeting of the Intercounty Drainage Board for the Sump Drain was held at the Lyon Township Offices, 58000 Grand River Avenue, New Hudson, Michigan on April 27, 2017. The meeting was called to order by the Chairperson at 1:33 p.m.

Board Members Present:

Mike Gregg, Chairperson
Michigan Department of Agriculture and Rural Development

Evan Pratt, Member
Washtenaw County Water Resources Commissioner

Elmeka Steele, Member
Interim Wayne County Drain Commissioner

Jim Nash, Member
Oakland County Water Resources Commissioner

Also Present:

Dan LeClair, GreenTech Engineering
Chris Cousino, DEI Properties
Rodney Velez, Spicer Group
Steve Roznowski, Spicer Group
Joel Kohn, Oakland County Water Resources
Jacklyn Thomas, Oakland County Water Resources
Brad Byarski, Trowbridge Development
Steven Korth, Oakland County Water Resources
Stacy Hissong, Fahey Schultz
Ray Cousineau, Lombardo/Soave
Jack Healy, Healy Homes
Marco Soave, Soave Homes

It was moved by Mr. Pratt, supported by Ms. Steele, to have Oakland County serve as Secretary for the duration of the project.

Adopted: YEAS – 3
NAYS – 0

It was moved by Ms. Steele, supported by Mr. Pratt, to approve the April 27, 2017 agenda as presented.

Adopted: YEAS – 3
NAYS – 0
It was moved by Mr. Nash, supported by Mr. Pratt, to approve the March 17, 2017 minutes as presented.

Adopted:    YEAS – 3  
             NAYS – 0

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

Mr. Korth presented the trial balance dated April 26, 2017 showing a negative cash balance of $33,373.80.

It was moved by Mr. Pratt, supported by Ms. Steele, to receive and file the trial balance dated April 26, 2017 as presented.

Adopted:    YEAS – 3  
             NAYS – 0

Mr. Korth recommended that invoice #36515 dated April 5, 2017 from Fahey Schultz in the amount of $866.43 be approved for payment.

It was moved by Ms. Steele, supported by Mr. Pratt, that the invoice from Fahey Schultz in the amount of $866.43 presented by Mr. Korth be approved for payment out of the Oakland County Drain Revolving Fund and be reimbursed by the developers.

Adopted:    YEAS – 3  
             NAYS – 0

Mr. Korth commented that we continue to coordinate with the developers for the reestablishment of the Sump Drain to serve their future developments. Fahey Schultz was retained to draft the agreement that sets the terms to address the reimbursement of the legal and engineering costs for the work and the agreement to construct the improvements to the Sump Drain.

Mr. Cousineau stated that a representative from Trowbridge Development was not able to attend the meeting to provide a signed copy of the agreement with their portion of payment.

Mr. Healy questioned the amount of clearing necessary downstream of the Drain in the State Park.

Mr. Velez stated that the reason for the clean out was to provide a suitable outlet for the amount of flow.

Mr. Velez stated that there would need to be coordination with the Road Commission

The developers requested a time period for review of the final preliminary design that was recently submitted by Spicer Group.
Mr. Korth recommended that the Board provide plans to the DNR after they have been submitted from Spicer and approved by the Board and the developers.

Motion by Mr. Nash, supported by Ms. Steele, to authorize the Oakland County Water Resources Commissioner to enter into an agreement on behalf of the District with the developers for replacing the culvert at 8 Mile Road in the event that it becomes necessary for more immediate construction due to its failed condition.

Adopted: YEAS – 3
NAYS – 0

Ms. Hissong noted that this agreement would be prepared but only signed if the opportunity presented itself to replace the culvert outside the regular construction project.

Motion by Mr. Pratt, supported by Mr. Nash, to authorize Fahey Schultz to work with Oakland County staff to prepare a “425 Agreement” to be reviewed by the developers and to present it at the next Board meeting.

Adopted: YEAS – 3
NAYS – 0

Motion by Mr. Pratt, supported by Ms. Steele, to authorize Oakland County staff to work with Spicer Engineering to narrow the scope of work after an agreement with the developers has been made.

Adopted: YEAS – 3
NAYS – 0

The next meeting was scheduled for Monday, June 5, 2017 at 1:30 p.m. at the Lyon Township Offices, 58000 Grand River Avenue, New Hudson, Michigan.

A motion was made by Mr. Nash, supported by Mr. Pratt, to adjourn the Sump Intercounty Drain Board meeting at 2:46 p.m.

Adopted: YEAS – 3
NAYS – 0

Jim Nash, Secretary
Sump Intercounty Drain Drainage Board
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 Sump Intercounty Drain, Oakland County, Michigan, held on the 27th day of
April, 2017, 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.

Jim Nash, Secretary
Sump Intercounty Drain Drainage Board
AGREEMENT

SUMP INTERCOUNTRY DRAIN

THIS AGREEMENT, made and entered into this _____ day of ___________, 2019, by and between the Sump Intercounty Drain Drainage Board ("Drainage Board"), on behalf of the Sump Intercounty Drain Drainage District, whose address is P.O. Box 30017, Lansing, MI 48909 ("Drainage District") and MLS Holdings, L.L.C., a Michigan Limited Liability Company, whose address is 37771 Seven Mile, Ste. C, Livonia, Michigan 48152; Diverse Real Estate, L.L.C., a Michigan Limited Liability Company, whose address is 13001 23 Mile Road, Shelby Twp., Michigan 48315; Trowbridge Land Holdings, L.L.C., a Michigan Limited Liability Company, whose address is 2617 Beacon Hill Drive, Auburn Hills, Michigan 48326; and Healy Homes, L.L.C., a Michigan Limited Liability Company, whose address is 3696 Sleeth Road, Commerce Twp., Michigan 48382 (collectively “Developers”).

WITNESSETH:

WHEREAS, the Sump Intercounty Drain ("Drain") is an established intercounty drain located in Oakland, Washtenaw, and Wayne Counties and under the jurisdiction of the Drainage Board, pursuant to Public Act 40 of 1956, as amended ("Drain Code"); and

WHEREAS, Developers are in the process of developing certain properties located within the Drainage District as described in the attached Exhibit B ("Properties"); and

WHEREAS, Section 425 of Public Act 40 of 1956, as amended, being MCL 280.425, authorizes the Drainage District to enter into an agreement with the Developers to perform certain Work as depicted in the attached Exhibit C ("Division A Work") and Exhibit D ("Division B Work") (collectively "the Work") that will result in a revised route and course of the Drain as described in Exhibit E and shown in Exhibit G; and

WHEREAS, the Drainage District has reviewed the plans, prepared by Spicer Group and identified as Project No. 1235555SG2016, last revised on May 2019, for the Work on the Drain and has approved said plans contingent upon the terms of this Agreement; and

WHEREAS, the Developers have been advised, understand and agree to assume the total cost of the Work to include engineering, inspection, easement acquisition, legal and administrative expenses, and costs attendant to this Agreement.

NOW, THEREFORE, in consideration of the premises and covenants of each, the parties hereto agree as follows:

A. Conditions of Division B Work.

1. The Developers shall deposit money with the Drainage District, based on the estimated costs
described in Exhibit F, to pay all costs incurred by the Drainage District related to the
Division B Work, including but not limited to, construction, engineering, inspection,
surveying, legal, administrative, and recording expenses.

2. The revised route and course of the Drain is described in the attached Exhibit E.

3. The Developers agree that the Division B Work shall not commence on the Drain without
prior notice of at least three (3) business days to the Drainage District. The Developers shall
not commence the Division B Work without an inspector from the Drainage District present.
The Developers are responsible for all costs incurred by the Drainage District for the
inspection, including on days when work is scheduled, and inspector is present, but no work is
performed. If Division B Work lapses or is discontinued for a period of greater than three (3)
business days, the Developers shall provide the Drainage District with prior notice at least
three (3) business days before work recommences.

4. The Developers shall contact Michigan MISS DIG SYSTEM prior to the commencement of
the Division B Work. The Developers shall follow all MISS DIG SYSTEM requirements in
performing the Division B Work.

5. The Developers and their agents shall preserve and protect all properties of public utility
companies and/or the public, such as lines, conduits, gas or water pipes, sewers and tile lines
which run over, through or under any part of the Drain or easements held by the Drainage
District in the performance of the Division B Work. The Developers shall assume full
responsibility for any damage or injury to such properties which may be caused by the
Developers or their agents.

6. The Developers shall secure, at their own expense, all easements or rights of way necessary
for the construction of the Division B Work over and across the properties owned by the
Developers and across such other lands as necessary for the construction of the Division B
Work performed outside the historical easement area for the Drain or outside of the road right
of way. Said easements or rights of way shall be secured in writing and in a form acceptable
to the Drainage Board. The Developers shall be responsible for all costs of recording of said
easements, as directed by the Drainage Board.

7. The Developers agree that all easements or rights of way necessary for the construction of the
Division B Work over and across the properties owned by the Developers and across such
other lands as necessary for the construction of the Division B Work shall be obtained and
provided to the Drainage District prior to the commencement of the Division B Work.

8. Prior to commencement of the Division B Work, the Developers warrant that they shall obtain
all permits required by local, state, and federal law, including but not limited to a permit under
Part 91 of the Natural Resources and Environmental Protection Act for soil erosion and
sedimentation, and a permit from the Road Commission for Oakland County for work being
performed within road rights of way. A copy of all permits, extensions, modifications and all
other documentation pertaining to the permits shall be provided to the Drainage District prior
to commencement of the Division B Work.

9. The Developers will provide insurance coverage as described in Exhibit A. In addition, the
Developers will provide a copy of their insurance certificate to the Drainage District, and
warrant that the insurance will remain in effect through the completion of the Division B
Work and until the Division B Work is approved by the Drainage District consistent with this
Agreement.
10. Upon completion of the Division B Work, the Developers shall request in writing a final inspection and written approval by the Drainage District. The Developers shall satisfy all requirements for completion of the Division B Work prior to the Drainage District approving the Division B Work as complete, including correction of any defects observed as a result of the final inspection within 60 days of notification. In the event the defective work is not completed within the stated period, the Drainage District may proceed to correct the Division B Work at the Developer’s expense. The Drainage District shall, in its sole discretion, render final approval of the Division B Work.

11. Upon final approval and acceptance of the Division B Work that results in the revised route and course of the Drain as described in Exhibit E, the Drainage Board shall resume its maintenance and other jurisdictional responsibilities under the Drain Code.

12. The Developers agree that there shall be no obstruction of flow in the Drain during performance of the Division B Work, unless specifically authorized by the Drainage District in writing consistent with the approvals granted under this Agreement.

13. The Developers shall not make any other improvements, or perform any other activities, on the Drain or within its easements outside the Division B Work that is specified in this Agreement or the plans submitted to the Drainage District without the prior written consent of the Drainage District.

14. The Developers shall furnish the Drainage District with evidence of insurance coverage as described in Exhibit A. The insurance shall be written by a company rated by A.M. Best Company requiring an “A” or better rating. The Certificate of Insurance shall be provided to the Drainage District before the commencement of the Work by the Developers. The insurance policy shall provide for a ten (10) day “Prior Notice Termination” provision in favor of the Drainage District. The Sump Intercounty Drain Drainage District, Oakland County Water Resources Commissioner, Washtenaw County Water Resources Commissioner, Wayne County Drain Commissioner, and Michigan Department of Agriculture and Rural Development, and their respective employees, agents, and/or representatives, and Spicer Group, shall be named as additional insured on the policy. Such insurance may be terminated upon completion and approval of the Division B Work as provided in this Agreement.

15. The Developers agree to indemnify, hold harmless, and defend the Sump Intercounty Drainage District, Oakland County Water Resources Commissioner, Washtenaw County Water Resources Commissioner, Wayne County Drain Commissioner, and Michigan Department of Agriculture and Rural Development against any and all claims or liability whatsoever for injuries or damages allegedly sustained by any person or business as a result of, or in any way related to, the Division B Work, including payment of actual attorney fees and engineering fees incurred by the Drainage District, Drainage Board, Oakland County Water Resources Commissioner, Washtenaw County Water Resources Commissioner, Wayne County Drain Commissioner, and Michigan Department of Agriculture and Rural Development in defense of a claim; provided, however, in no event shall such indemnity apply to any claims or liability to the extent they are caused by the gross negligence or intentional misconduct of the Drainage District, Drainage Board, Oakland County Water Resources Commissioner, Washtenaw County Water Resources Commissioner, Wayne County Drain Commissioner, and Michigan Department of Agriculture and Rural Development. The indemnity set forth in this Section shall survive termination of this Agreement.

16. A performance bond shall be jointly furnished by the Developers. The amount of the bond
shall be no less than the estimated cost of the Work, as provided in Exhibit F.

B. Conditions of Division A Work

1. The Developers shall deposit money with the Drainage District, based on the estimated costs described in Exhibit F, to pay all costs incurred by the Drainage District related to the Division A Work, including but not limited to, construction, engineering, inspection, surveying, legal, administrative, and recording expenses.

2. The Drainage District shall bid and contract the Division A Work with the lowest responsible bidder.

3. Upon completion of the Division A Work, an accounting of the expenses will be performed, and an appropriate invoice or refund will be issued. Invoices shall be paid within 30 days of receipt. Failure to pay will result in liens being placed on the properties.

C. Miscellaneous Provisions

1. The Developers have been advised, understand, and agree to assume joint and several responsibility for the total cost of the Work, including but not limited to the acquisition of the necessary rights of way or easements, engineering, surveying, inspection, legal, administration, and all other costs incurred by the Drainage District associated with the Work and/or this Agreement.

2. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

3. Upon completion of the Work, but prior to the Drainage District rendering its final approval, the Developers shall deliver to the Drainage District a written and signed waiver and total release of any and all liens related to or arising from the Work.

4. Nothing in this Agreement shall transfer any jurisdiction of the Drain or its historical easements, and the Drainage Board shall retain jurisdiction over the Drain as described in Exhibit E.

5. The Developers shall provide the Drainage District with an Additional Policy of Protective Owner’s Insurance as described in Exhibit A, which shall be for the sole benefit of the Drainage District.

6. All notices, permits, easements, certificates, or other documentation required to be provided to the Drainage District under this agreement shall be provided to the Oakland County Water Resources Commissioner’s Office at One Public Works Drive, Building 95 West, Waterford, MI 48328.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers as of the day and year first above written.
SUMP INTERCOUNTRY DRAIN DRAINAGE DISTRICT

Dated: ____________________

Jim Nash, Secretary

STATE OF MICHIGAN

) ss.

COUNTY OF

On this _____ day of ___________________, 2019, before me, a Notary Public in and for said County, personally appeared Jim Nash, Oakland County Water Resources Commissioner, on behalf of the Sump Intercountry Drain Drainage District to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

_____________________, Notary Public
State of Michigan, County of __________
My Commission Expires: ________________
Acting in the County of ________________
DEVELOPERS
MLS Holdings, L.L.C.,
a Michigan Limited Liability Company

Dated: 6/23/19

By: LEO SOAVE
Its: MEMBER

STATE OF MICHIGAN
COUNTY OF OAKLAND

On this 23 day of MAY, 2019, before me, a Notary Public in and for said County, personally appeared LEO SOAVE, its MEMBER, on behalf of MLS Holdings, L.L.C., a Michigan Limited Liability Company to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed.

RAYMOND LOUIS COUSINEAU
Notary Public - State of Michigan
County of Oakland
My Commission Expires Oct 26, 2022
Acting in the County of OAKLAND

Notary Public
State of Michigan, County of OAKLAND
My Commission Expires: ____________________
Acting in the County of ____________________
Dated: **May 23, 2019**

STATE OF MICHIGAN

COUNTY OF **Oakland**

On this 23 day of **May** 2019, before me, a Notary Public in and for said County, personally appeared Chris Cousino, its **notary agent**, on behalf of Diverse Real Estate, L.L.C., a Michigan Limited Liability Company to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

RAYMOND LOUIS COUSINEAU
Notary Public - State of Michigan
County of Oakland
My Commission Expires: Oct 28, 2022
Acting in the County of **Oakland**

By: Chris Cousino
Its: **Authorized Agent**

[Signature]

Notary Public
State of Michigan, County of **Oakland**
My Commission Expires: [Date]
Acting in the County of **Oakland**
Dated: 5/3/19

Healy Homes, L.L.C., a Michigan Limited Liability Company

By: Jack D. Healy
Its: Member-Manager

STATE OF MICHIGAN

COUNTY OF OAKLAND

On this 23rd day of May, 2019, before me, a Notary Public in and for said County, personally appeared Jack D. Healy, its Member-Manager, on behalf of Healy Homes, L.L.C., a Michigan Limited Liability Company to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

RAYMOND LOUIS COUSINEAU
Notary Public - State of Michigan
County of Oakland
My Commission Expires Oct 28, 2022
Acting in the County of OAKLAND
Dated: 5/23/19

Trowbridge Land Holdings, L.L.C.,
a Michigan Limited Liability Company

By: Anthony F. Randazzo
Its: Manager

STATE OF MICHIGAN

COUNTY OF OAKLAND

On this 23rd day of MAY, 2019, before me, a Notary Public in and for said County, personally appeared Anthony F. Randazzo, its Manager, on behalf of Trowbridge Land Holdings, L.L.C., a Michigan Limited Liability Company to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

RAYMOND LOUIS COUSINEAU
Notary Public - State of Michigan
County of Oakland
My Commission Expires: Oct 28, 2022
Acting in the County of OAKLAND

Notary Public
State of Michigan, County of
My Commission Expires:
Acting in the County of OAKLAND
Exhibit A

Insurance Requirements

The developers shall provide the following insurance coverages:

(1) Workers' Compensation

Coverage A - Compensation

Coverage B - Employer's Liability - (Each Accident) $ 500,000

Employer's Liability - (Disease Policy Limit) $ 500,000

Employer's Liability - (Disease - Each Employee) $ 500,000

(2) Commercial General Liability

General Aggregate $ 2,000,000

Products-Comp/Ops Aggregate $ 2,000,000

Personal & Advertising Injury $ 1,000,000

Each Occurrence $ 1,000,000

Fire Damage (any one fire) $ 300,000

Medical Expense (any one person) $ 5,000

(3) Comprehensive Automobile Liability

Combined single limit $ 1,000,000

(4) Owner's Protective

Each occurrence $ 1,000,000

General Aggregate $ 2,000,000

(5) Additional Owner's Protective

$ 

(6) Umbrella or Excess Liability

$ 2,000,000

C. Insurance-Other Requirements

(1) All notices regarding insurance coverage and evidence of coverage shall be provided to the Oakland County Water Resources Commissioner's Office at One Public Works Drive, Building 95 West, Waterford, MI 48328.

(2) Notice of Cancellation or Intent not to Renew

Policies will be endorsed to provide that at least 30 days written notice shall be given to the Drainage District of cancellation or of intent not to renew.

(3) Evidence of Coverage
Prior to commencement of the Work, the Developers shall furnish to the Drainage District, Certificates of Insurance in force on the standard Accord Form. Other forms of Certificates are acceptable only if (1) they include all of the items prescribed in the Accord Form, including agreement to cancellation provisions outlined in Section C. above, and (2) they have been approved by the Drainage District in writing. The Drainage District reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies," and so designated. The Certificate(s) for the required Commercial General Liability coverage shall clearly evidence "project aggregate" policy limits, as specified hereof.

(4) Qualification of Insurers

In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating not lower than XI and a policyholder's service rating no lower than A- as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than A:-XI will be acceptable only upon written consent of the Drainage District.

All such insurers shall be from U.S. Treasury list. In the event of a surety delisting, delisting, bankruptcy, insolvency or loss of right to do business in the state where the Project is located, Contractor agrees to replace such surety with one that complies with the Contract Requirements at no increase in cost to the Drainage District.
DEVONSHIRE / TROWBRIDGE LAND HOLDINGS, LLC

LEGAL DESCRIPTION:
COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 36, TOWN 1 NORTH, RANGE 7 EAST, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN; THENCE N86°48'07"E 666.31 FEET ALONG THE SOUTH LINE OF SAID SECTION 36 AND THE CENTERLINE OF EIGHT MILE ROAD (60 FEET HALF-WIDTH) TO THE POINT OF BEGINNING; THENCE N05°19'40"W 248.46 FEET; THENCE N03°03'12"W 1089.86 FEET; THENCE N35°40'44"E 6.92 FEET; THENCE N03°24'41"W 692.89 FEET; THENCE N03°03'12"W 336.54 FEET; THENCE N86°49'21"E 1989.23 FEET TO THE EAST LINE OF SAID SECTION 36 AND THE CENTERLINE OF NAPIER ROAD (33 FEET HALF-WIDTH); THENCE S03°01'52"E 303.41 FEET ALONG THE EAST LINE OF SAID SECTION 36 AND THE CENTERLINE OF SAID NAPIER ROAD; THENCE S86°49'21"W 652.20 FEET; THENCE S03°02'19"E 1681.74 FEET; THENCE S88°48'07"W 194.97 FEET; THENCE S03°02'00"E 58.00 FEET; THENCE S86°48'07"W 134.59 FEET; THENCE S02°57'28"E 42.78 FEET; THENCE S87°02'34"W 19.37 FEET; THENCE S02°57'26"E 151.25 FEET; THENCE N87°07'04"E 19.37 FEET; THENCE S02°57'26"E 187.28 FEET TO THE SOUTH LINE OF SAID SECTION 36 AND THE CENTERLINE OF SAID EIGHT MILE ROAD; THENCE S86°48'07"W 330.34 FEET ALONG THE SOUTH LINE OF SAID SECTION 36 AND THE CENTERLINE OF SAID EIGHT MILE ROAD; THENCE N02°52'43"W 660.27 FEET; THENCE S86°48'07"W 334.81 FEET; THENCE S02°52'56"E 211.69 FEET; THENCE S87°07'04"W 12.75 FEET; THENCE S02°52'56"E 68.33 FEET; THENCE N87°07'04"E 12.75 FEET; THENCE S02°52'56"E 380.24 FEET; THENCE S86°48'07"W 311.30 FEET ALONG THE SOUTH LINE OF SAID SECTION 36 AND THE CENTERLINE OF SAID EIGHT MILE ROAD TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHEAST 1/4 OF SAID SECTION 36, CONTAINING 68.86 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SOUTHERLY 60 FEET THEREOF AS OCCUPIED BY SAID EIGHT MILE ROAD, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EASTERLY 33 FEET THEREOF AS OCCUPIED BY SAID NAPIER ROAD AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SHADOW WOOD / HEALY HOMES, LLC

LEGAL DESCRIPTION:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWN 1 NORTH, RANGE 7 EAST, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN; THENCE S89°59'58"W 1,314.19 FEET ALONG THE SOUTH LINE OF SAID SECTION 35 AND THE CENTERLINE OF EIGHT MILE ROAD (33 FEET HALF-WIDTH); THENCE N00°10'32"W 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID EIGHT MILE ROAD; THENCE S89°59'58"W 336.17 FEET ALONG THE NORTH LINE OF SAID EIGHT MILE ROAD (60 FEET HALF-WIDTH); THENCE N00°10'32"W 833.49 FEET; THENCE S89°59'58"W 552.37 FEET; THENCE N00°17'17"W 1741.83 FEET ALONG THE EAST LINE OF THE WEST 26 ACRES OF THE SOUTHEAST 1/4 OF SAID SECTION 35; THENCE N89°52'23"E 72.60 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 35; THENCE N00°31'05"W 528.01 FEET; THENCE N89°52'23"E 158.90 FEET; THENCE S00°21'44"E 528.00 FEET; THENCE N89°52'23"E 436.32 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 35; THENCE S00°30'38"W 1318.39 FEET; THENCE N89°56'10"E 1549.04 FEET ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 35 TO THE EAST LINE OF SAID SECTION 35 AND THE CENTERLINE OF CHUBB ROAD (33 FEET HALF-WIDTH); THENCE S00°00'31"E 1320.09 FEET ALONG THE EAST LINE OF SAID SECTION 35 AND THE CENTERLINE OF SAID CHUBB ROAD TO THE SOUTHEAST CORNER OF SAID SECTION 35 AND THE POINT OF BEGINNING, BEING PART OF THE EAST 1/2 OF SAID SECTION 35, CONTAINING 76.92 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SOUTHERLY 33 FEET THEREOF, AS OCCUPIED BY SAID EIGHT MILE ROAD, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.
LEGAL DESCRIPTION PER STEWART TITLE GUARANTY COMPANY, ISSUED BY FIRST CENTENNIAL TITLE AGENCY INC., COMMITMENT NO: cen89933, WITH AN EFFECTIVE DATE: OF MAY 13, 2014 @ 8:00 A.M.

PARCEL A:
Part of the Northeast 1/4 of Section 36, Town 1 North, Range 7 East, Lyon Township, Oakland County, State of Michigan, described as: Beginning at the East 1/4 corner of said section; running thence from said point of beginning North 89 degrees 52 minutes 10 seconds West along the East and West 1/4 section line as same is evidenced by an old line fence 1303.91 feet; thence continuing along said East and West 1/4 section line as evidenced by an old line fence North 89 degrees 46 minutes 00 seconds West 1327.05 feet to an iron pipe at the center of said section; thence North 00 degrees 06 minutes 50 seconds East along the North and South 1/4 section line as same is evidenced by an old line fence 662.46 feet to a fence corner; thence continuing along said North and South 1/4 section line as same is now occupied North 00 degrees 00 minutes 40 seconds East 164.08 feet to an iron pipe; thence South 89 degrees 49 minutes 00 seconds East 2635.70 feet to a point in the East Line of section (centerline of Napier Road) thence South 00 degrees 25 minutes 20 seconds West 826.54 feet as measured along the East line of said section to the point of beginning. (THIS DESCRIPTION DOES NOT FORM A MATHEMATICAL CLOSURE BY 0.04' NORTH AND SOUTH.)

PARCEL B:
A parcel of land being part of the Northeast 1/4 of Section 36, Town 1 North, Range 7 East, Lyon Township, Oakland County, Michigan, being more particularly described as follows: Commencing at the East one-quarter corner of Section 36, thence North 00 degrees 25 minutes 20 seconds East along the East line of said Section 36, 826.54 feet to the point of beginning; thence North 89 degrees 49 minutes 00 seconds West 2635.70 feet to a point on the North and South one-quarter line of said Section 36; thence North 00 degrees 00 minutes 40 seconds East along said North and South one-quarter line 660.50 feet; thence South 89 degrees 49 minutes 00 seconds East 1914.44 feet; thence South 00 degrees 25 minutes 20 seconds West 300.00 feet; thence South 89 degrees 49 minutes 00 seconds East 726.00 feet to a point on the East line of Section 36; thence South 00 degrees 25 minutes 20 seconds West along said East line of Section 36, 360.50 feet to the point of beginning.

TOTAL SITE AREA = 85.03 AC.
THE OAKS/MLS HOLDINGS, LLC
LEGAL DESCRIPTION

THE WEST 1/2 OF SECTION 36, TOWN 1 NORTH, RANGE 7 EAST, EXCEPTING THE NORTH 120 ACRES THEREOF. ALSO EXCEPTING LAND DESCRIBED AS: BEGINNING AT THE SOUTHWEST SECTION CORNER; THENCE EAST 1241.66 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS EAST 2640.14 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 30 SECONDS WEST 662.56 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS WEST 388.44 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 30 SECONDS WEST 853.20 FEET; THENCE ALONG THE WEST SECTION LINE SOUTH 00 DEGREES 24 MINUTES 00 SECONDS EAST 665.50 FEET; THENCE SOUTH 2639.20 FEET TO THE BEGINNING.

SURVEYED DESCRIPTION:
A PART OF THE SW AND NW 1/4 OF SECTION 36, TOWN 1 NORTH, RANGE 7 EAST, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED NORTH 86°48'38" EAST 1241.66 FEET ALONG THE SOUTH LINE OF SECTION 36 (NOMINAL CENTERLINE OF EIGHT MILE ROAD) FROM THE SW CORNER OF SECTION 36; THENCE NORTH 03°11'39" WEST 2640.14 FEET; THENCE NORTH 03°33'54" WEST 662.56 FEET; THENCE NORTH 87°04'16" EAST 1386.76 FEET TO THE NORTH-SOUTH 1/4 LINE OF SECTION 36; THENCE ALONG SAID LINE SOUTH 03°16' 16" EAST 662.46 FEET TO THE CENTER OF SECTION 36; THENCE SOUTH 03°11'17" EAST 2633.92 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 36 TO THE SOUTH LINE OF SECTION 36 (NOMINAL CENTERLINE OF EIGHT MILE ROAD); THENCE ALONG SAID SOUTH LINE SOUTH 86°48'38" WEST 1383.06 FEET TO THE POINT OF BEGINNING.

(SOAVE) TAX NO. 21-36-300-006
EXHIBIT C

WORK

DIVISION A-OPEN CHANNEL WORK

The work is located in Section 6, T.1S., R.8E., Northville Township, Wayne County, Michigan, on the MDNR property, in an area extending 5,000 feet, more or less, downstream from an existing culvert located at Napier Road, south of Eight Mile Road. The work includes the removal of fallen trees and woody debris along approximately 2,500 lineal feet of open channel, and 2,500 lineal feet of ditch cleanout and reshaping.
EXHIBIT D

WORK

DIVISION B-ENCLOSED DRAIN WORK

The work is located in the N.W. 1/4 of Section 6, T.1S., R.8E., Northville Township, Wayne County, Michigan, N.E. ¼ of Section 1, T.1S., R.7E., Salem Township, Washtenaw County, Michigan, and the S.E. ¼ of Section 36, T.1.S., R.7E., Lyon Township, Oakland County, Michigan. The work includes the construction of approximately 939 l.f. of 54” dia. pipe, 467 l.f. of 48” dia. pipe, 357 l.f. of 42” dia. pipe, 1,136 l.f. of 36” dia. pipe, and 313 l.f. of 15” dia. pipe and appurtenances.
EXHIBIT E

COURSE AND ROUTE DESCRIPTION FOR THE DRAIN

DIVISION A-OPEN CHANNEL WORK

Commencing from the Northwest Corner of Section 6, T.1S., R.8E., Northville Township, Wayne County, Michigan; thence Southerly, approximately 3,240 feet, and Easterly, approximately 1,890 feet, to the Point of Beginning located on an existing watercourse; thence following along the existing watercourse the following (4) four courses: Northerly 1,500 feet, more or less; Northwesterly 600 feet, more or less; Westerly 300 feet, more or less; and Northerly 300 feet, more or less; to a point lying on the previous lower terminus of the Sump County Drain; thence continuing along the existing watercourse and said Sump Drain the following five (5) courses: Westerly 400 feet, more or less; Northerly 600 feet, more or less; Northwesterly 800 feet, more or less; Southwesterly 400 feet, more or less; and Westerly 300 feet, more or less; to a Point A lying Southerly, approximately 305 feet, and Easterly, approximately 40 feet, from the Northwest Corner of Section 6, T.1S., R.8E., Northville Township, Wayne County, Michigan, said Point A also being on the easterly end of an existing culvert at Napier Road.

DIVISION B-ENCLOSED DRAIN WORK

Commencing from the Northwest Corner of Section 6, T.1S., R.8E., Northville Township, Wayne County, Michigan; thence Southerly, approximately 305 feet, and Easterly, approximately 40 feet, to a Point A lying on the easterly end of an existing culvert under Napier Road, thence Westerly 489 feet, more or less, into Section 1, T.1S., R.7E., Salem Township, Wayne County, Michigan, to a point lying 190 feet, more or less, Southerly of the North Line of said Section 1; thence Northerly 219 feet, more or less, across 8 Mile Road and into Section 36, T.1N., R.7E., Lyon Township, Oakland County Michigan, to a Point B, said point lying 440 feet, more or less, Westerly of the East Line of said Section 36 and 30 feet, more or less, Northerly of the South Line of said section; thence along a line parallel to and 30 feet, more or less, Northerly of the South Line of said section the following 9 courses: Westerly approximately 219 feet, to a Point C; Westerly 261 feet, more or less, to a Point D; Westerly 208 feet, more or less, to a Point E; Westerly 356 feet, more or less, to a Point F; Westerly 215 feet, more or less, to a Point G; Westerly 307 feet, more or less, to a Point H; Westerly 307 feet, more or less, to a Point I; Westerly 154 feet, more or less, to a Point J; and Westerly 153 feet, more or less, to a Point K, said Point K lying 30 feet, more or less, Northerly of said Section Line.

Also, continuing from said Point B; thence Northerly 25 feet, more or less, to a Point L.

Also, continuing from said Point C; thence Northerly 25 feet, more or less, to a Point M.

Also, continuing from said Point D; thence Northerly 25 feet, more or less, to a Point N.

Also, continuing from said Point E; thence Northerly 25 feet, more or less, to a Point O.
Also, continuing from said Point F; thence Northerly 25 feet, more or less, to a Point P.

Also, continuing from said Point G; thence Northerly 25 feet, more or less, to a Point Q.

Also, continuing from said Point H; thence Northerly 16 feet, more or less, to a Point R.

Also, continuing from Point R, Northerly 8 feet, more or less, to a Point S.

Also, continuing from Point R, Easterly 65 feet, more or less, and Northerly 8 feet, more or less, to a Point T, said Point T lying 54 feet, more or less, Northerly of the South Line of said Section 36.

Also, continuing from said Point I; thence Northerly 25 feet, more or less, to a Point U.

Also, continuing from said Point J; thence Northerly 25 feet, more or less, to a Point V.

Also, continuing from said Point of Ending K; thence Northerly 25 feet, more or less, to a Point W.
EXHIBIT F
ESTIMATED COSTS

Division A-Downstream Improvements

Estimated Construction Cost $100,000

Preparation of Contract Documents
Conduct Pre-Construction Meeting
Construction Surveying and Layout
Construction Inspection
Verify Quantities and Prepare Pay Estimates
Prepare Punchlist
Conduct Final Inspection
Prepare As-Built Plans
Sub-Total: $ 22,500

Prepare Digital Joint Application for EGLE Permit for Footbridge and Culvert Replacement
Develop Plans and Exhibits for EGLE Permit
Responses to EGLE Staff Regarding Permit Questions
Subtotal: $ 5,500

EGLE Permit Fee (Estimated) $ 2,000
Legal Services $ 7,500
Contingency $ 13,500
Total-Division A $151,000

Division B-Enclosed Drain

Attend Meetings with Developer’s Group
Update Final Design
Redesign Traffic Control Due to Schedule Change
Subtotal: $ 8,500

Conduct Pre-Construction Meeting
Construction Surveying and Layout
Construction Inspection (25 Days Estimated)
Review and Approve Shop Drawings
Project Manager Site Visits (8 Visits Budgeted)
Prepare Punchlist
Conduct Final Inspection
Prepare As-Built Plans
Sub-Total: $ 65,000

Legal Services $ 7,500
Contingency $ 8,000
Total-Division B $ 89,000
Total Deposit Amount Divisions A and B: $240,000

It is further understood that the above costs are estimates only and that the actual amount may be greater or lessor.
TO: Michael Gregg, Chairperson, Sump Intercounty Drain Drainage District
FROM: Glenn R. Appel, P.E., Chief Engineer
SUBJECT: Spicer Group Proposal dated May 8, 2019
DATE: May 28, 2019

Attached for your approval is a proposal from Spicer Group, Inc. to update the final design, prepare EGLE permit application, and provide construction layout, inspection and administration services for the Sump Drain project. WRC has reviewed the proposal and finds it complete, fair and reasonable.

**Requested Action:** Approve Spicer Group's proposal for a total not-to-exceed amount of $101,500 and authorize WRC to prepare and execute an Engineering Services Agreement for these services, and to issue payments on behalf of the drainage district up to the authorization amount.

Respectfully submitted,

[Signature]
Glenn R. Appel, P.E.
Chief Engineer
May 8, 2019

Michael Gregg
Michigan Department of Agriculture and Rural Development
525 West Allegan Street
P.O. Box 30017
Lansing, MI 48909

RE: Sump Intercounty Drain
Oakland, Washtenaw, and Wayne Counties, Michigan

Mr. Gregg:

At the request of the Sump Intercounty Drain Drainage Board, we propose to provide professional services related to the Final Design, Permitting, Construction Administration, Construction Staking and Construction Inspection of the Sump Intercounty Drain.

The scope and fee for our professional engineering services is as follows:

**PHASE III Additional Services – Update Final Design at the request of Developer Group**
1. Meetings with developer group and OCWRC staff.
2. Update final design to construction plan as requested by the developer group.
3. Redesign of traffic control plans due to change of construction schedule.

Our anticipated fee for the Construction Administration of Division B as outlined above is **$8,500**

**PHASE IV – EGLE Permitting and Coordination**
1. Prepare a Digital Joint Permit Application for the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for the proposed footbridge and culvert replacement on the natural watercourse, downstream of the Sump Intercounty Drain’s point of beginning.
2. Develop necessary plans, exhibits, and calculations for the EGLE permit. We anticipate a permit will be required under Part 301 (Inland Lakes & Streams) of NREPA and have not budgeted for permitting under Parts 31 (Floodplains) or 303 (Wetlands). Permit application fees have not been included in our budget.
3. Coordination with EGLE via phone and email to answer questions regarding the permit application. We have not budgeted for in-person meetings with EGLE staff.

Our anticipated fee for the EGLE Permitting and Coordination phase of the work as outlined above is **$5,500**.

**PHASE V – Construction Administration Division A**
1. Prepare the contract documents for execution.
2. Review contractor insurances and bonds and make recommendation for approval of the contract.
3. Notify for and conduct a pre-construction conference and distribute minutes.

4. Provide construction staking.

5. Provide full-time on-site inspection for the two (2) culvert installations.

6. Perform periodic inspections of the open channel portions of the project.

7. Verify construction quantities and prepare progress payments and change orders.

8. An inspection of the drain and development of a punch list will be completed upon substantial completion of construction.

9. A final inspection after punch list items have been addressed will be completed and a recommendation for final payment will be provided.

10. As-built drawings will be completed and four (4) plan sets on mylars will be provided. In addition, a digital version of the as-built plans in a PDF version will be submitted to the Drainage Board.

Our anticipated fee for the Construction Administration of Division A as outlined above is **$22,500**.

**PHASE VI – Construction Administration Division B**

1. Notify for and conduct a pre-construction conference and distribute minutes.

2. Provide construction staking.

3. Provide full-time on-site inspection during the installation of approximately 3,000 feet of storm sewer. A total of twenty-five (25) inspection days has been estimated.

4. Review and approve shop drawings.

5. Verify construction quantities and review progress payments and change orders.

6. Project Manager will conduct weekly visits to the job site to monitor progress and assist with resolutions to address issues arising during construction with existing utilities. A total of eight (8) site visits has been estimated.

7. Review the project with the contractor and develop punchlist once Substantial Completion has been achieved.

8. Complete final inspection of the project and make recommendations for final closeout.

9. As-built drawings will be completed and four (4) plan sets on mylars will be provided. In addition, a digital version of the as-built plans in a PDF version will be submitted to the Drainage Board.

Our anticipated fee for the Construction Administration of Division B as outlined above is **$65,000**.

**FEE SCHEDULE**

We have calculated these fees based on our current understanding of the project. Should we approach the amount of the fee for any reason before we are finished with the work, if the scope changes or if our understanding was incorrect, we will notify you and discuss with you the option of further adjusting the amount of the fee or adjusting the scope of services.

**ADDITIONAL SERVICES**

We will furnish additional services for this project only upon authorization from the Drainage Board. Our fee for the additional services will be determined at the time they are agreed to and rendered.
If this contract meets with your approval, please acknowledge your approval by signing and returning it to our office. We deeply appreciate your confidence in our firm and we are looking forward to working with you and for you on this project.

Sincerely,

Rodney Velez, P.E.
Principal

Steve Roznowski, P.E.
Project Manager

SPICER GROUP, INC.
125 Helle Blvd, Suite 2
Dundee, MI 48131
Phone: (734) 823-3308

Encl.: Spicer Group General Conditions

CC: SGI File # 123555SG2016
Jim Nash – Oakland County Water Resources Commissioner
Evan Pratt – Washtenaw County Water Resources Commissioner
Elmeka Steele – Wayne County Drain Commissioner
SMC, Accounting

Above proposal accepted and approved by Owner:

SUMP INTERCOUNTY DRAIN DRAINAGE DISTRICT

By: ____________________________
Michael Gregg – Chairman of Drainage Board

Date: ____________________________
### YTD Trial Balance

**Fund: 25325  Sump Ch 5 Drain**  
**As of Fiscal Period: Month 8, 2019**

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