MACOMB INTERCEPTOR DRAIN JUNE 11, 2018 11:00 A.M. AGENDA

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1.	Call of meeting to order and roll call	
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6.	Restoration Agreement and Permit for replacement of a catch basin – Hamilton Woods Condominiums – Evans Bantios	11
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9.	Restoration Agreement and Permit for \$14,147.30 for a license-to-use property, tree replacement and irrigation costs – <u>Torrey Pines Condominiums</u> – Evans Bantios	23

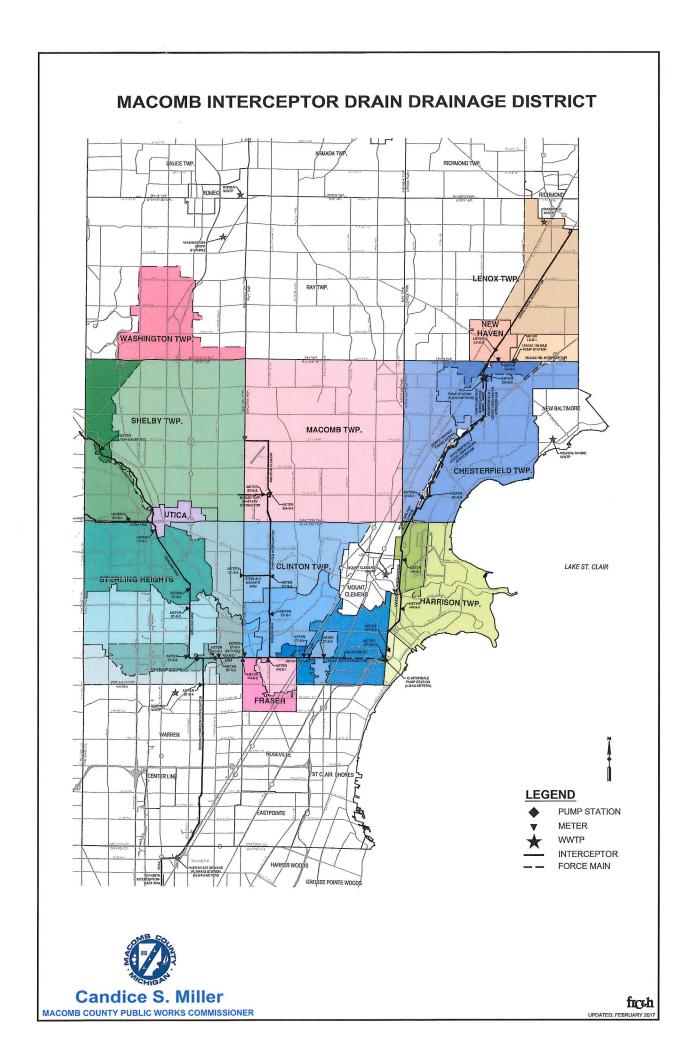
	Torrey Pines Condominiums Association, and authorize Aloia & Associates to proceed to finalize the transaction	
10.	Recommendation to award the contract for mowing of drain sites to Marino's Landscape (next lowest bidder) for \$30,581 – Evans Bantios	27
	Motion: To award the quote from Marino's Landscape (next lowest bidder) in the amount of \$30,581 for mowing of Public Works' drain sites, with the MIDDD share of cost at \$7,880	
11.	Consideration for approval of invoices (see attached)	30
12.	MIDD Financial Report – Bruce Manning	32
13.	Old Business	
14.	New Business	
15.	Adjourn	

Motion: To approve the Restoration Agreement and Permit totaling \$14,147.30, as a full and final resolution to all claims relating to

Next Regular Meeting

July 9, 2018 at the Office of the Macomb County Public Works Commissioner, 21777 Dunham Road, Clinton Township, Michigan 48036

9278.bd



An adjourned meeting of the Intra-County Drainage District for the **MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT** was held in the Office of the Macomb County Public Works Commissioner, 21777 Dunham Road, Clinton Township, Michigan, on May 14, 2018 at 11:03 A.M.

PRESENT:

Candice Miller, Chair

Robert Mijac, Member

ABSENT:

Bryan Santo, Member

ALSO PRESENT: Brian Baker, Chief Deputy, Vincent Astorino, Operations & Flow Manager, Evans Bantios, P.E., Construction and Maintenance Manager, Jeff Bednar, P.E. Environmental Engineer, Bruce Manning, Financial Manager, Richard Ives, Community Wastewater Services Manager, Dan Heaton, Public Relations Manager, Thomas Stockel, Construction Manager, Barbara Delecke, Administrative Services, Macomb County Public Works, Don Coddington, Director, Public Works, Kevin Johnson, Chesterfield Township

The meeting was called to order by the Chair, Candice Miller. A motion was made by Mr. Mijac, supported by Mr. Santo to approve the agenda as presented.

Adopted:

YEAS: 3

NAYS: 0

Minutes of the meeting of April 9, 2018 were presented. A motion was made by Mr. Mijac and supported by Mr. Santo to approve the minutes as presented.

Adopted:

YEAS: 3

NAYS: 0

Two bids were received on the house at 34960 Eberlein, Fraser. One of the people interested in purchasing the home is also interested in purchasing the adjacent vacant land.

A motion was made by Mr. Mijac, supported by Mr. Santo to approve the Offer to Purchase the home at 34960 Eberlein, Fraser, MI and authorize the Public Works Commissioner to sign the closing documents.

Adopted:

YEAS: 3

NAYS: 0

The Master Plan will incorporate the MIDDD, northern Macomb County and southeast Macomb County. SEMSD will pay their portion of the plan. Two proposals were received and reviewed by four Public Works staff and one MIDDD community member. From a technical standpoint, Fishbeck, Thompson, Carr & Huber, Inc. (FTC&H) is the top team to develop the plan. After some negotiation, the MIDDD portion is \$720,866 and SEMSD's portion is \$349,974.

A motion was made by Mr. Santo, supported by Mr. Mijac to award the Wastewater Master Plan to FTC&H with a not-to-exceed amount of \$1,070,840 for the Master Plan (\$720,866 MIDDD cost and \$349,974 SEMSD cost) and authorize the Macomb County Public Works Commissioner to sign the contract documents.

Adopted:

YEAS: 3

NAYS: 0

A motion was made by Mr. Mijac, supported by Mr. Santo to approve Change Order No. 10 from Dan's Excavating, Inc. (DEI) for extension of Builders' Risk Insurance, reflecting a \$4,108.36 net increase to the Recovery Shaft Project.

Adopted:

YEAS: 3

NAYS: 0

A motion was made by Mr. Santo, supported by Mr. Mijac to award the quote from Green Meadows Landscape in the amount of \$29,785 for mowing of Public Works' drain sites, with the MIDDD share of cost at \$9,360.

Adopted:

YEAS: 3

NAYS: 0

The Great Lakes Water Authority (GLWA) is in the process of approving its 2018/19 budget, currently scheduled for June 13, 2018. The GLWA is two-thirds of the MIDDD budget. Overall, it is a 7.4 percent increase. Mr. Baker will attempt to negotiate the GLWA increase down by 2 percent. OMIDD is about 8.3 percent of the MIDDD budget. The MIDDD debt will increase 5.3 percent, with no new debt and an increase of 1 percent for operations and maintenance. The total MIDD increase is 3.6 percent or an average increase of 5.3 percent when GLWA costs are factored in.

A motion was made by Mr. Mijac, supported by Mr. Santo to approve the 2018/19 MIDDD Budget pending final adoption of the GLWA Budget.

Adopted:

YEAS: 3

NAYS: 0

Staff is planning to host a meeting in September with all MIDDD and 8 $\frac{1}{2}$ Mile Relief Drain communities to present work done and costs and proposed work.

The Chair presented the invoices totaling \$6,047,328.54 to the board for review and approval.

A motion was made by Mr. Mijac, supported by Mr. Santo to approve the invoices as presented.

Adopted:

YEAS: 3

NAYS: 0

A motion to receive and file the financial report given by Mr. Manning was made by Mr. Santo and supported by Mr. Mijac.

Adopted:

YEAS: 3

NAYS: 0

There being no further business, it was moved by Mr. Mijac, supported by Mr. Santo, that the meeting of the Macomb Interceptor Drain Board be adjourned.

Adopted:

YEAS: 3

NAYS: 0

The meeting was adjourned at 11:29 a.m.

Candice S. Miller

Macomb County Public Works Commissioner

STATE OF MICHIGAN COUNTY OF MACOMB

I certify that the foregoing is a true and correct copy of proceedings taken by the Intra-County Drainage District shown on the attached set of minutes, on May 14, 2018, the original of which is on file in the Public Works Commissioner's Office. Public notice of the meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1975, including, in the case of a special or rescheduled meeting or a meeting secured for more than 36 hours, notice by posting at least 18 hours prior to the time set for the meeting.

Candice S. Miller

Macomb County Public Works Commissioner

DATED: 5/21/18

9257.bd



MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT AGENDA ITEM WORKSHEET

Meeting Date:

Monday, June 11, 2018

Name of Project:

15 Mile Interceptor Collapse

Subject Property:

38350 Garfield Road, 38300 Garfield Road ("The Flower Peddler")

<u>Case Synopsis</u>: This is a request for the MIDDD's review and approval of the enclosed Restoration Agreement and Permit for a total compensation amount of \$10,070.21. The cost is for asphalt repair work to be completed on Property Owner's Property.

This agreement resolves all outstanding compensation and restoration claims relating to 38350 Garfield Road and 38300 Garfield Road ("The Flower Peddler"). All totals included in the enclosed Reimbursement and Release Agreement were previously discussed and recommended for approval by Macomb County Public Work's administration.

<u>Recommendation</u>: Approve the enclosed Restoration Agreement and Permit totaling \$10,070.21, as a full and final resolution of all claims relating to 38350 Garfield Road and 38300 Garfield Road ("The Flower Peddler"), and authorize Aloia & Associates to proceed to finalize the transaction.

RESTORATION AGREEMENT AND PERMIT

Property Owner: Anthony Michael ("Property Owner")

Address: 38350 Garfield Road, ID# 11-20-151-010 ("Subject Property")

38300 Garfield Road, ID# 11-20-151-011

For and in consideration of mutual benefits for both parties, the Property Owner hereby give(s) the Macomb Interceptor Drainage Drain District ("MIDDD"), and its contractors, engineers, consultants, employees and agents, permission to enter the Subject Property and perform the repair and restoration work listed in Exhibit A, relating to the December 24, 2016, Macomb Interceptor Drain collapse and subsequent restoration and reconstruction project occurring in the City of Fraser on or near 15 Mile Road between Hayes Road and Utica Road ("Project").

The repair and restoration work described above shall be constructed in a workmanlike manner, and in accordance with applicable State, County and City standards, and upon completion, the MIDDD and/or its agents shall have no further obligation to repair the Subject Property. The permissive rights set forth herein shall start as of the date the MIDDD and/or its contractor commences work on the above project and shall terminate on the date all restoration work is complete on the Project.

The MIDDD and the Property Owner both acknowledge that restoration is complete on the Subject Property and all equipment has been removed. The work was completed in a workmanlike manner in accordance with the plans attached in **Exhibit A**, **Attachments 1 and 2**. The MIDDD was able to accommodate the Property Owner's business hours and customers. Maintenance aggregate and cold patch has been installed in the gap between the completed repair work and the existing parking lot. Cold patch was installed as an extra measure to accommodate the Property Owner.

Notwithstanding the foregoing, in lieu of repairing the asphalt portions depicted in **Exhibit A**, **Attachments 1** and **2**, the MIDDD shall pay Property Owner Ten Thousand Seventy and 21/100 Dollars (\$10,070.21), within forty-five (45) days from the date of Property Owner signs this Agreement, and upon receipt of these funds, Anthony Michael shall assume all responsibility to restore these asphalt portions in **Exhibit A**, **Attachments 1** and **2**, and release and hold the MIDDD harmless from all claims relating to damage to his asphalt parking lot. Any damage to the Property Owner's property as a result of the repairs outlined in **Exhibit A**, **Attachments 1** and **2** shall be the responsibility of the MIDDD. The Property Owner does not waive any right or claim that he may have against Macomb County and/or the Macomb County Department of Roads regarding the depicted Right of Way in **Exhibit A**, **Attachments 1** and **2**, and Anthony Michael's acceptance of this Agreement does not waive any right he may have to contest or challenge the Right of Way as depicted in **Exhibit A**, **Attachments 1** and **2**.

Upon completion of the repair items listed in Exhibit A and the payment of \$10,070.21, the Property Owner hereby releases and forever discharges the MIDDD, the County of Macomb, the Macomb County Department of Public Works and the Macomb County Department of Public Works Commissioner Candice S. Miller, and their respective predecessors, successors, contractors, employees, engineers, consultants and agents acting by, through or in concert with any of them (collectively

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"Releasees"), from any claim for damages or need for additional repair to the Subject Property arising out of the Project, including, but not limited to those items to be repaired and restored listed in **Exhibit A**, except for any repairs and/or damages related to defective material or unsatisfactory workmanship in the repair items listed in **Exhibit A**, whether in law and equity, including but not limited to claims pursuant to MCL 213.1, et. seq., MCL 213.351, et. seq., and MCL 691.1417 through MCL 691.1417.

This Agreement is not an admission of liability by the MIDDD and liability is specifically denied. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. This Agreement shall be deemed to be the joint work product of the parties and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable. If any provision of this Agreement is held to be unenforceable, invalid, or void to any extent for any reason, that provision will remain in force and effect to the maximum extent allowable, and the enforceability and validity of the remaining provisions of this Agreement will not be affected. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. This Agreement is binding of the Property Owner's heirs, trusts, agents, members, shareholders, successors and assigns.

This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. Any legal suit or action arising out of or based upon this Agreement or restoration work contemplated herein shall be instituted in the courts located in Macomb County, Michigan.

IN WITNESS WHEREOF, the Property Owner and the MIDDD have executed this Restoration Agreement and Permit on the dates indicated below.

Property Owner:	Witness:
By: authliel	By: harmly
Anthony Michael	Date: 6-6-18
Date: 6-6-18	Date: 6-6-18
MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT	Witness:
	Ву:
By: Candice S. Miller	
Its: Authorized Board Member and Macomb County Public Works Commissioner	
Date:	Date:

EXHIBIT A

Property	Owner:	Anthony	Michael	("Property Owner"

Address: 38350 Garfield Road, ID#11-20-151-010 ("Subject Property")

38300 Garfield Road, ID# 11-20-151-011

Description of items to be repaired and/or restored:

1. 38350/38300 Garfield Road (Flower Peddler) — Emergency Pump Station: Public ROW & Private Property. Remove emergency pump. Remove and replace drive approach and sidewalk within the public ROW and private property at both Flower Peddler and Anthony Michael Monument pursuant to the Removal and Construction Plan in Attachment 1 and the Soil Erosion Plan in Attachment 2. Grade and place topsoil and seed in damaged areas.

at



MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT AGENDA ITEM WORKSHEET

Meeting Date:

Monday, June 11, 2018

Name of Project:

15 Mile Interceptor Collapse

Subject Property:

Hamilton Woods Condominiums, 15 Mile between Utica and Garfield

<u>Case Synopsis</u>: This is a request for the MIDDD's review and approval of the enclosed Restoration Agreement and Permit for a total compensation amount of \$1,250.00. The cost is for replacement of a catch basin on the Hamilton Woods property.

This agreement resolves all outstanding compensation and restoration claims relating to Hamilton Woods Condominiums. All totals included in the enclosed Reimbursement and Release Agreement were previously discussed and recommended for approval by Macomb County Public Work's administration.

<u>Recommendation</u>: Approve the enclosed Restoration Agreement and Permit totaling \$1,250.00, as a full and final resolution of all claims relating to Hamilton Woods Condominiums, and authorize Aloia & Associates to proceed to finalize the transaction.

RESTORATION AGREEMENT AND PERMIT

Property Owner: <u>Hamilton Woods Condominium Association</u> ("Property Owner")

Address: Hamilton Woods Condominiums, 15 Mile btw Utica and Garfield ("Subject Property")

For and in consideration of mutual benefits for both parties, the Property Owner hereby give(s) the Macomb Interceptor Drainage Drain District ("MIDDD"), and its contractors, engineers, consultants, employees and agents, permission to enter the Subject Property and perform the repair and restoration work listed in Exhibit A, relating to the December 24, 2016, Macomb Interceptor Drain collapse and subsequent restoration and reconstruction project occurring in the City of Fraser on or near 15 Mile Road between Hayes Road and Utica Road ("Project").

The repair and restoration work described above shall be constructed in a workmanlike manner, and in accordance with applicable State, County and City standards, and upon completion, the MIDDD and/or its agents shall have no further obligation to repair the Subject Property. The permissive rights set forth herein shall start as of the date the MIDDD and/or its contractor commences work on the above project and shall terminate on the date all restoration work is complete on the Project.

The MIDDD shall pay Property Owner \$1,250.00 for compensation for one catch basin replacement on the Subject Property.

Upon completion of the repair items listed in **Exhibit A**, and the payment of funds referenced above, the Property Owner hereby releases and forever discharges the MIDDD, the County of Macomb, the Macomb County Department of Public Works and the Macomb County Department of Public Works Commissioner Candice S. Miller, and their respective predecessors, successors, contractors, employees, engineers, consultants and agents acting by, through or in concert with any of them (collectively "Releasees"), from any claim for damages or need for additional repair to the Subject Property arising out of the Project, including, but not limited to those items to be repaired and restored listed in **Exhibit A**, whether in law and equity, including but not limited to claims pursuant to MCL 213.1, et. seq., MCL 213.351, et. seq., and MCL 691.1417 through MCL 691.1417.

This Agreement is not an admission of liability by the MIDDD and liability is specifically denied. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. This Agreement shall be deemed to be the joint work product of the parties and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable. If any provision of this Agreement is held to be unenforceable, invalid, or void to any extent for any reason, that provision will remain in force and effect to the maximum extent allowable, and the enforceability and validity of the remaining provisions of this Agreement will not be affected. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. This Agreement is binding of the Property Owner's heirs, trusts, agents, members, shareholders, successors and assigns.

This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. Any legal suit or action arising out of or based upon this Agreement or restoration work contemplated herein shall be instituted in the courts located in Macomb County, Michigan.

IN WITNESS WHEREOF, the Property Owner and the MIDDD have executed this Restoration Agreement and Permit on the dates indicated below.

Property Owner:	Witness:
Hamilton Woods Condominium Association By: Serve Shueme Its: President Date: 3/9/2018	By: Louis CRBA-1 //// Date: 3/9/18
MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT	Witness:
By: Candice S. Miller Its: Authorized Board Member and Macomb County Public Works Commissioner	By: Enwy Engelmann

Date: 4-9-2018

Date: 4/9/2018

EXHIBIT A

Property Owner: <u>Hamilton Woods Condominium Association</u> ("Pro

("Property Owner")

Address: Hamilton Woods Condominiums, 15 Mile btw Utica and Garfield ("Subject Property")

Description of items to be repaired and/or restored:

Hamilton Woods Condominiums - Restricted Access & Damage Claim: Public ROW &
Private Property. Grade and place topsoil and seed in the public ROW. Remove and
replace damaged sidewalk in the public ROW adjacent to 15 Mile Road.



MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT AGENDA ITEM WORKSHEET

Meeting Date:

Monday, June 11, 2018

Name of Project:

15 Mile Interceptor Collapse

Subject Property:

Kings Forest Condominiums Association

<u>Case Synopsis</u>: This is a request for the MIDDD's review and approval of the enclosed Restoration Agreement and Permit for a total compensation amount of \$7,361.00. The cost is for a temporary, non-exclusive, revocable license to use the Property Owner's Property, in addition to replacement costs for the tree that was removed from the Property Owner's property, sprinkler repair work, shrub replacement to the center island and landscape restoration on the south island.

This agreement resolves all outstanding compensation and restoration claims relating to Kings Forest Condominiums Association. All totals included in the enclosed Reimbursement and Release Agreement were previously discussed and recommended for approval by Macomb County Public Work's administration.

<u>Recommendation</u>: Approve the enclosed Restoration Agreement and Permit totaling <u>\$7,361.00</u>, as a full and final resolution of all claims relating to Kings Forest Condominiums Association, and authorize Aloia & Associates to proceed to finalize the transaction.

RESTORATION AGREEMENT AND PERMIT

Property Owner: Kings Forest Condominiums Association ("Property Owner")

Address: Kings Forest Blvd and 15 Mile Road ("Subject Property")

For and in consideration of mutual benefits for both parties, the Property Owner hereby give(s) the Macomb Interceptor Drainage Drain District ("MIDDD"), and its contractors, engineers, consultants, employees and agents, permission to enter the Subject Property and perform the repair and restoration work listed in Exhibit A, relating to the December 24, 2016, Macomb Interceptor Drain collapse and subsequent restoration and reconstruction project occurring in the City of Fraser on or near 15 Mile Road between Hayes Road and Utica Road ("Project").

The repair and restoration work described above shall be constructed in a workmanlike manner, and in accordance with applicable State, County and City standards, and upon completion, the MIDDD and/or its agents shall have no further obligation to repair the Subject Property. The permissive rights set forth herein shall start as of the date the MIDDD and/or its contractor commences work on the above project and shall terminate on the date all restoration work is complete on the Project.

The MIDDD shall pay Property Owner \$1,185.00 for tree replacement for the tree that was removed from the Property Owner's property, which includes costs for delivery, planting and tree staking, \$476.00 for sprinkler repair work, \$450.00 for shrub replacement to center island, \$250.00 for landscape restoration of south island, and \$5,000.00 for a temporary, non-exclusive, revocable license to use the private roadway through Kings Forest Condominiums for the Project, from December 24, 2016 until one (1) day after the removal of the equipment and restoration of the premises is complete at the conclusion of the Project.

Upon completion of the repair items listed in **Exhibit A**, and the payment of funds referenced above, the Property Owner hereby releases and forever discharges the MIDDD, the County of Macomb, the Macomb County Department of Public Works and the Macomb County Department of Public Works Commissioner Candice S. Miller, and their respective predecessors, successors, contractors, employees, engineers, consultants and agents acting by, through or in concert with any of them (collectively "Releasees"), from any claim for damages or need for additional repair to the Subject Property arising out of the Project, including, but not limited to those items to be repaired and restored listed in **Exhibit A**, whether in law and equity, including but not limited to claims pursuant to MCL 213.1, et. seq., MCL 213.351, et. seq., and MCL 691.1417 through MCL 691.1417.

This Agreement is not an admission of liability by the MIDDD and liability is specifically denied. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. This Agreement shall be deemed to be the joint work product of the parties and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable. If any provision of this Agreement is held to be unenforceable,

invalid, or void to any extent for any reason, that provision will remain in force and effect to the maximum extent allowable, and the enforceability and validity of the remaining provisions of this Agreement will not be affected. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. This Agreement is binding of the Property Owner's heirs, trusts, agents, members, shareholders, successors and assigns.

This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. Any legal suit or action arising out of or based upon this Agreement or restoration work contemplated herein shall be instituted in the courts located in Macomb County, Michigan.

IN WITNESS WHEREOF, the Property Owner and the MIDDD have executed this Restoration Agreement and Permit on the dates indicated below.

Property Owner:	Witness:
Kings Forest Condominiums Association	
By: Judy Sprover	By: Cert
Its: Cordo assoc. President Date: 6/7/2018,	Date: 6/7/2018,
•	
MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT	Witness:
DRAINAGE DISTRICT	
	By:
By: Candice S. Miller	<i></i>
Its: Authorized Board Member and	
Macomb County Public Works Commissioner	
Date:	Date:

EXHIBIT A

Property Owner: Kings Forest Condominiums Association ("Property Owner")

Address: Kings Forest Blvd and 15 Mile Road ("Subject Property")

Description of items to be repaired and/or restored:

- 1. <u>Villages of Clinton Pointe/Kings Forest Condominiums Emergency Access Drive:</u>

 Private Property. Remove temporary access drive, grade and place topsoil and seed.

 Replace concrete curb face walk in Villages of Clinton Pointe parking lot and curb & gutter replacement on Kings Forest Boulevard, both adjacent to the temporary access drive being removed.
- Kings Forest Condominiums/Green Lantern/Hollywood Plaza Emergency Access Drive:
 Private Property. Remove temporary access drive and replace concrete curb & gutter on
 Kings Forest Boulevard and in Green Lantern parking lot, both adjacent to temporary access drive being removed.
- 3. <u>Kings Forest Condominiums/Torrey Pines Condominiums Emergency Access Drive:</u>
 Private Property. Remove temporary access drive, grade and place topsoil and seed.
 Remove & replace 8" concrete pavement with integral curb on Austen Avenue & Corso Drive immediately adjacent to temporary access drive being removed.



MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT AGENDA ITEM WORKSHEET

Meeting Date:

Monday, June 11, 2018

Name of Project:

15 Mile Interceptor Collapse

Subject Property:

16650 15 Mile Road (Kingston Office Center)

<u>Case Synopsis</u>: This is a request for the MIDDD's review and approval of the enclosed Restoration Agreement and Permit for a total compensation amount of \$2,500.00. The cost is for a temporary, non-exclusive, revocable license to use the Property Owner's Property.

This agreement resolves all outstanding compensation and restoration claims relating to Kingston Office Center. All totals included in the enclosed Reimbursement and Release Agreement were previously discussed and recommended for approval by Macomb County Public Work's administration.

<u>Recommendation</u>: Approve the enclosed Restoration Agreement and Permit totaling \$2,500.00, as a full and final resolution of all claims relating to 16650 15 Mile Road (Kingston Office Center), and authorize Aloia & Associates to proceed to finalize the transaction.

RESTORATION AGREEMENT AND PERMIT

Property Owner: Kingston Office Center, L.L.C., Filippo Lampasona ("Property Owner")

Address: 16650 15 Mile Road (Kingston Office Center) ID#11-31-229-002 ("Subject Property")

For and in consideration of mutual benefits for both parties, the Property Owner hereby give(s) the Macomb Interceptor Drainage Drain District ("MIDDD"), and its contractors, engineers, consultants, employees and agents, permission to enter the Subject Property and perform the repair and restoration work listed in Exhibit A, relating to the December 24, 2016, Macomb Interceptor Drain collapse and subsequent restoration and reconstruction project occurring in the City of Fraser on or near 15 Mile Road between Hayes Road and Utica Road ("Project").

The repair and restoration work described above shall be constructed in a workmanlike manner, and in accordance with applicable State, County and City standards, and upon completion, the MIDDD and/or its agents shall have no further obligation to repair the Subject Property. The permissive rights set forth herein shall start as of the date the MIDDD and/or its contractor commences work on the above project and shall terminate on the date all restoration work is complete on the Project.

The MIDDD shall pay Property Owner \$ 2,500.00 for a temporary, non-exclusive, revocable license to use the Property Owner's Property for the Project, from December 24, 2016 until one (1) day after the removal of the equipment and restoration of the premises is complete at the conclusion of the Project. The MIDDD and the Property Owner both acknowledge that restoration is complete on the Subject Property and all equipment has been removed.

Upon completion of the repair items listed in **Exhibit A**, and the payment of funds referenced above, the Property Owner hereby releases and forever discharges the MIDDD, the County of Macomb, the Macomb County Department of Public Works and the Macomb County Department of Public Works Commissioner Candice S. Miller, and their respective predecessors, successors, contractors, employees, engineers, consultants and agents acting by, through or in concert with any of them (collectively "Releasees"), from any claim for damages or need for additional repair to the Subject Property arising out of the Project, including, but not limited to those items to be repaired and restored listed in **Exhibit A**, whether in law and equity, including but not limited to claims pursuant to MCL 213.1, et. seq., MCL 213.351, et. seq., and MCL 691.1417 through MCL 691.1417.

This Agreement is not an admission of liability by the MIDDD and liability is specifically denied. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. This Agreement shall be deemed to be the joint work product of the parties and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable. If any provision of this Agreement is held to be unenforceable, invalid, or void to any extent for any reason, that provision will remain in force and effect to the maximum extent allowable, and the enforceability and validity of the remaining provisions of this Agreement will not be

affected. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. This Agreement is binding of the Property Owner's heirs, trusts, agents, members, shareholders, successors and assigns.

This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. Any legal suit or action arising out of or based upon this Agreement or restoration work contemplated herein shall be instituted in the courts located in Macomb County, Michigan.

IN WITNESS WHEREOF, the Property Owner and the MIDDD have executed this Restoration Agreement and Permit on the dates indicated below.

Property Owner:	Witness:
By: FILIPPO Date: 5-11-18 LAMPA SONA	By:
MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT	Witness:
By: Candice S. Miller Its: Authorized Board Member and Macomb County Public Works Commissioner	By:
Date	Date:

EXHIBIT A

Property Owner: <u>Kingston Office Center, L.L.C., Filippo Lampasona</u> ("Property Owner")

Address: <u>16650 15 Mile Road (Kingston Office Center) ID#11-31-229-002</u> ("Subject Property")

Description of items to be repaired and/or restored:

1. 16650 15 Mile Road (Kingston Office Center) - Discharge Piping from Emergency Pump
 Station: Public ROW & Private Property. Grade and place topsoil and seed in the public ROW & on private property. Repair and/or replace damaged sprinklers.



MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT AGENDA ITEM WORKSHEET

Meeting Date:

Monday, June 11, 2018

Name of Project:

15 Mile Interceptor Collapse

Subject Property:

Torrey Pines Condominiums Association

<u>Case Synopsis</u>: This is a request for the MIDDD's review and approval of the enclosed Restoration Agreement and Permit for a total compensation amount of \$14,147.30. The cost is for a temporary, non-exclusive, revocable license to use the Property Owner's Property, tree replacement and irrigation costs.

This agreement resolves all outstanding compensation and restoration claims relating to Torrey Pines Condominiums Association. All totals included in the enclosed Reimbursement and Release Agreement were previously discussed and recommended for approval by Macomb County Public Work's administration.

<u>Recommendation</u>: Approve the enclosed Restoration Agreement and Permit totaling <u>\$14,147.30</u>, as a full and final resolution of all claims relating to Torrey Pines Condominiums Association, and authorize Aloia & Associates to proceed to finalize the transaction.

RESTORATION AGREEMENT AND PERMIT

Property Owner: Torrey Pines Condominiums Association ("Property Owner")

Address: Corso Drive, ID#'s 11-30-381-001 thru 11-30-381-021 ("Subject Property")

For and in consideration of mutual benefits for both parties, the Property Owner hereby give(s) the Macomb Interceptor Drainage Drain District ("MIDDD"), and its contractors, engineers, consultants, employees and agents, permission to enter the Subject Property and perform the repair and restoration work listed in Exhibit A, relating to the December 24, 2016, Macomb Interceptor Drain collapse and subsequent restoration and reconstruction project occurring in the City of Fraser on or near 15 Mile Road between Hayes Road and Utica Road ("Project").

The repair and restoration work described above shall be constructed in a workmanlike manner, and in accordance with applicable State, County and City standards, and upon completion, the MIDDD and/or its agents shall have no further obligation to repair the Subject Property. The permissive rights set forth herein shall start as of the date the MIDDD and/or its contractor commences work on the above project and shall terminate on the date all restoration work is complete on the Project.

The MIDDD shall pay Property Owner \$8,647.30 for the tree replacement, \$500.00 for irrigation costs and \$5,000.00 for a temporary, non-exclusive, revocable license to use the private roadway through Kings Forest Condominiums for the Project, from December 24, 2016 until one (1) day after the removal of the equipment and restoration of the premises is complete at the conclusion of the Project.

Upon completion of the repair items listed in **Exhibit A**, and the payment of funds referenced above, the Property Owner hereby releases and forever discharges the MIDDD, the County of Macomb, the Macomb County Department of Public Works and the Macomb County Department of Public Works Commissioner Candice S. Miller, and their respective predecessors, successors, contractors, employees, engineers, consultants and agents acting by, through or in concert with any of them (collectively "Releasees"), from any claim for damages or need for additional repair to the Subject Property arising out of the Project, including, but not limited to those items to be repaired and restored listed in **Exhibit A**, whether in law and equity, including but not limited to claims pursuant to MCL 213.1, et. seq., MCL 213.351, et. seq., and MCL 691.1417 through MCL 691.1417.

This Agreement is not an admission of liability by the MIDDD and liability is specifically denied. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. This Agreement shall be deemed to be the joint work product of the parties and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable. If any provision of this Agreement is held to be unenforceable, invalid, or void to any extent for any reason, that provision will remain in force and effect to the maximum extent allowable, and the enforceability and validity of the remaining provisions of this Agreement will not be affected. This Agreement may only be amended, modified or supplemented by an agreement in writing

signed by each party hereto. This Agreement is binding of the Property Owner's heirs, trusts, agents, members, shareholders, successors and assigns.

This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. Any legal suit or action arising out of or based upon this Agreement or restoration work contemplated herein shall be instituted in the courts located in Macomb County, Michigan.

IN WITNESS WHEREOF, the Property Owner and the MIDDD have executed this Restoration Agreement and Permit on the dates indicated below.

Property Owner:	Witness:
Torrey Pines Condominium Association By: Why a M. Mahanay Its: MOPELLE M. G. Date: 7-2518	By: Michelle Selpicel Date: 6.7.18
MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT	Witness:
By: Candice S. Miller Its: Authorized Board Member and Macomb County Public Works Commissioner	Ву:
Data	Date:

EXHIBIT A

Property Owner: <u>Torrey Pines Condominiums Association</u> ("Property Owner")

Address: Corso Drive, ID#'s 11-30-381-001 thru 11-30-381-021 ("Subject Property")

Description of items to be repaired and/or restored:

Kings Forest Condominiums/Torrey Pines Condominiums – Emergency Access Drive:
 Private Property. Remove temporary access drive, grade and place topsoil and seed.

 Remove & replace 8" concrete pavement with integral curb on Austen Avenue & Corso Drive immediately adjacent to temporary access drive being removed.

2018 Lawn Maintenance RFQ Summary & Cost Comparison

A Request for Quotation (RFQ) was published on MITN for Lawn Maintenance at locations identified in Table 2. The RFQ was posted from March 28th to April 12th, with 39 contractors downloading documents during the posting period. On April 12th there were 6 proposals received, which are summarized in Table 1.

The contractors were directed to provide pricing to perform lawn maintenance service from May 1st through October 31st. Green Meadows Lawnscape is the low bidder for the sites described in the RFQ. However, Green Meadows Lawnscape advised our office that they cannot take on the additional work load this season. As a result, the next lowest bidder, Marino's Landscape located in Shelby Township has accepted the project.

The cost per cut, frequency of cut, season total for each site and each drainage district is illustrated in Table 2 and Table 3.

Table 1

	Contractor	Cost
1	Green Meadows Lawnscape	\$29,785.00
2	Marino's Landscape	\$33,451.00
3	Expert Lawn and Snow	\$37,000.00
4	Premier Group Associates	\$39,675.00
5 "	Ultimate Lawn Service	\$47,120.00
6	Premier Professional Landscape	\$73,632.00

The total cost for Marino's Landscape to maintain all sites listed in Table 2 is \$30,581. The net difference between Green Meadows Lawnscape and Marino's Landscape is only \$796.00, which is negligible at the cost increase for each drainage district.

Marino's Landscape Cost Breakdown

Table 2

No.	Drainage District	Name/Location	Cut	Trim	Frequency	# of Cuts	Cost Per Cut	Total Cost for Season
1	Clinton River Spillway	Clinton River Spillway	Yes	No	Twice a Month	13	\$550.00	\$7,150.00
2	Roseville Consolidated	Roseville Consolidated	Yes	No	Twice a Month	13	\$65.00	\$845.00
3	Bridgewood	Bridgewood	Yes	Yes	Twice a Month	13	\$30.00	\$390.00
4	Hildebrandt	Hildebrandt	Yes	Yes	Twice a Month	13	\$135.00	\$1,755.00
5	MIDDD	Sewage Flow Meter Site CH- S-1	Yes	Yes	Twice a Month	13	\$25.00	\$325.00
6	MIDDD	Sewage Flow Meter Site CH-S-2	Yes	No	Twice a Month	13	\$25.00	\$325.00
7	Shanahan Drain	Shanahan Drain Property	Yes	No	Twice a Month	13	\$95.00	\$1,235.00
8	MIDDD	Bio Filter	Yes	Yes	Once a Week	27	\$45.00	\$1,215.00
9	MIDDD	Sewage Meter Facility SY-S-3	Yes	Yes	Twice a Month	13	\$30.00	\$390.00
10	MIDDD	Sewage Meter Facility ST-S-3	Yes	Yes	Twice a Month	13	\$30.00	\$390.00
11	MIDDD	North Gratiot Pump Station	Yes	Yes	Once a Week	27	\$45.00	\$1,215.00
12	MIDDD	Clintondale Pump Station	Yes	Yes	Once a Week	27	\$45.00	\$1,215.00
13	MIDDD	Sewage Flow Meter Site NH- S-1	Yes	Yes	Twice a Month	13	\$30.00	\$390.00
14	MIDDD	ARV Vaults – 23 locations	Yes	Yes	Once a Month	7	\$345.00	\$2,415.00
15	11 ½ Mile Relief	11 ½ Mile Relief Property	Yes	Yes	Twice a Month	13	\$55.00	\$715.00
16	SEMCWDS	Bon Huer Pump Station	Yes	Yes	Once a Week	27	\$30.00	\$810.00
17	SEMCWDS	Violet Pump Station	Yes	Yes	Once a Week	27	\$30.00	\$810.00
18	8 ½ Mile Relief	Chapaton Retention Treatment Basin	Yes	Yes	Once a Week	27	\$275.00	\$7,425.00
19	8 ½ Mile Relief	Vacant Lot on Gaukler Street	Yes	Yes	Once a Week	27	\$28.00	\$756.00
20	Martin Sanitary Diversion	Martin Retention Treatment Basin	Yes	Yes	Once a Week	27	\$30.00	\$810.00

The total cost allocated to the respective drainage districts is summarized in Table 3. The contractor awarded this work would be required to execute a contract with each of the 10 drainage districts.

Table 3

No.	Drainage District	Drain Chapter	Total Cost			
1	MIDDD	20	\$7,880.00			
2	8 ½ Mile Relief	20	\$8,181.00			
3	Martin Sanitary Diversion	20	\$810.00			
4	SEMCWDS	342	\$1,620.00			
5	Clinton River Spillway	21	\$7,150.00			
6	Roseville Consolidated	20	\$845.00			
7	Bridgewood	4	\$390.00			
8	Hildebrandt	4	\$1,755.00			
9	Shanahan Drain	20	\$1,235.00			
10	11 ½ Mile Relief	20	\$715.00			
	TOTAL \$30,581.00					

Table 4 compares the cost incurred during the 2017 season versus 2018 costs for six locations using Marino's Landscape.

Table 4

No.	Drain	2017 Cost	2018 Cost	Savings	Total Savings for
		Per cut	Per cut	Per cut	Season
1	Clinton River Spillway	\$980.00	\$550.00	\$430.00	\$5,590.00
2	MIDDD ARV Vaults	\$920.00	\$345.00	\$460.00	\$4,025.00
3	Bridgewood	\$520.00	\$30.00	\$490.00	\$6,370.00
4	Hildebrandt	\$520.00	\$135.00	\$385.00	\$5,005.00
5	Roseville Consolidated	\$520.00	\$65.00	\$455.00	\$5,915.00
6	Shanahan Drain	\$520.00	\$95.00	\$425.00	\$5,525.00
	TOT	\$32,430.00			

Further, if we spend a \$15,320 of the \$32,470 savings generated by contracting Marino's Landscape to maintain sites previously maintained by our MIDDD and Chapaton staff, we can redirect our full-time staff to more important and skilled tasks such as cleaning out the Air Relief Valves which we now pay a contractor \$120,000 per year, providing additional savings.

Marino's Landscape is less expensive than hiring part-time seasonal staff to cut grass, as they can cut all of our sites (absent Sterling Relief) for less than \$30,000 per year.

MACOMB INTERCEPTOR DRAIN - 6/11/18

ry Project Balance		\$ 665,862.75			es 45,523.70	\$ 41,440.10	ld Property	ses \$ 38,751.05	\$ 695,791.85	\$ 637,667.77	\$ 694,862.75 orts	water \$ 27,845.00	ersonnel &				- 4/27/18
Project Summary	-	MID Condition Assessment	GLWA Assistance	GLWA Assistance	As-Needed Engineering Services	As-needed Engineering Services	Write Two Basements - Garfield Property	As-needed Geotechnical Services	MID Condition Assessment Task A - Study	MID Condition Assessment Task A	MID Condition Assessment Task B - Review Existing Reports	MCMARS Conversion to Bluewater	1st Quarter Reimbursement - Personnel &	Operating Laponses	Monthly Gas - ending 4/2/18	Monthly Gas - ending 4/2/18 Monthly Gas - ending 4/30/18	Monthly Gas - ending 4/2/18 Monthly Gas - ending 4/30/18 Sewage Flow Billing - 3/24/18 - 4/27/18
Invoice Detail		29,000.00 Invoice #70054 - 3/31/18	Invoice #374505 - 4/30/18 Engineering Services - ending 4/30/18	Invoice #374893 - 5/29/18 Engineering Services - ending 5/18/18	Invoice #374507 - 4/30/18 Engineering Services - ending 4/30/18	Invoice #374899 - 5/29/18 Engineering Services - ending 5/29/18	Invoice #374706 - 4/30/18 Engineering Services - ending 4/20/18	Invoice #17-134-004 - 5/14/18 Engineering Services - 4/1/18 - 4/30/18	Invoice #0160220 - 4/25/18 Engineering Services - ending 4/7/18	Invoice #0160997 - 5/22/18 Engineering Services - ending 5/5/18	Invoice #0160221 - 4/25/18 Engineering Services - ending 4/7/18	Invoice #41633 - 5/9/18 Engineering Services - ending 4/28/18	Invoice #AR180345 - 5/4/18		Invoice #300961 - 4/9/18		
Amount		29,000.00	1,277.60	1,112.00	24,395.50	4,083.40	1,000.00	4,452.85	6,025.97	28,194.98	929.10	2,822.50	330,205.00		746.84	746.84 594.97	746.84 594.97 25,536.87
		€9	€9	69	€9	↔	69	€9	69	69	↔	€9	€9	_	69	69 69	es es es
Vendor		Doetsch Environmental Services	Fishbeck, Thompson, Carr & Huber, Inc.	Fishbeck, Thompson, Carr & Huber	Fishbeck, Thompson, Carr & Huber, Inc.	Fishbeck, Thompson, Carr & Huber	Fishbeck, Thompson, Carr & Huber, Inc.	FK Engineering Associates	Hubbell, Roth & Clark, Inc.	Hubbell, Roth & Clark, Inc.	Hubbell, Roth & Clark, Inc.	Johnson & Anderson	Macomb County		Macomb County Dept. of Roads	Macomb County Dept. of Roads Macomb County Dept. of Roads	Macomb County Dept. of Roads Macomb County Dept. of Roads Mount Clemens
Manager		Astorino	Astorino	Astorino	Astorino	Astorino	Astorino	Astorino	Astorino	Astorino	Astorino	Astorino	Astorino		Astorino	Astorino Astorino	Astorino Astorino Astorino
Apportionment	Chapter 20 Chesterfield – 7.06912% Clinton – 21.19453% Fraser – 4.20779% Harrison – 5.83288% Lenox – .76183% Macomb – 13.78561% New Haven – .80870% Shelby – 9.87770% Sterling Heights – 31.74642% Utica – 1.80810%	SAW Grant 1128-01 (Closing date 11/27/19)							SAW Grant 1128-01 (Closing date 11/27/19)	SAW Grant 1128-01 (Closing date 11/27/19)	SAW Grant 1128-01 (Closing date 11/27/19)						
Funding Source	Macomb Interceptor Drain Administration Chapter 20 Chesterfield Clinton – 2 Fraser – 4.2 Harrison – Lenox – .76 Macomb – New Havet Shelby – 9. Sterling He Utica – 1.8 Utica – 1.8 Washington		,			30											

MACOMB INTERCEPTOR DRAIN - 6/11/18

Funding Source	<u>Apportionment</u>	<u>Manager</u>	Vendor	An	Amount	Invoice Detail	Project Summary	Project Balance	e)
Macomb Interceptor Drain (Continued)									
Administration (Continued)		Baker	Viviano Law	↔	10,560.42 Ir	Invoice #19766 - 5/2/18 Legal Services - ending 4/30/18	General Matters		
		Astorino	Wade Trim	€9	1,445.00 Ir	Invoice #2011401 - 4/25/18 Engineering Services - 1/28/18 - 4/1/18	As-Needed Engineering Services	\$ 69,810.00	00:
Biofilter		Astorino	CH2M Hill Engineers, Inc.	69	5,247.21 Ir	Invoice #381144238 - 5/8/18 Engineering Services - 12/17/17 - 3/30/18	Biofilter Improvements Evaluation	\$ 69,752.79	.79
		Astorino	CH2M Hill Engineers, Inc.	↔	27,073.07 II	Invoice #381144371 - 5/9/18 Engineering Services - 3/31/18 - 4/27/18	Biofilter Improvements Evaluation	\$ 42,679.72	.72
Clintondale P.S.		Astorino	Charter Township of Clinton	69	1,531.92 N	Monthly Water - 3/27/18 - 4/4/18			
		Astorino	DE-CAL, Inc.	69	1,685.00 In	Invoice #WO18000991 - 5/23/18	Quarterly ARV Maintenance - Pump Station		
		Astorino	DE-CAL, Inc.	€9	1,685.00 h	Invoice #WO180001001 - 5/23/18	Quarterly ARV Maintenance - 15 Mile Corridor		
		Astorino	DTE Energy	69	26,718.72 N	Monthly Electric - 3/27/18 - 4/25/18			
9.7		Astorino	DTE Energy	€9	25,982.93 N	Monthly Electric - 4/3/18 - 5/1/18			
		Astorino	FJF Door Sales Company, Inc.	69	599.60 In	Invoice #162411 - 5/11/18	Preventative Maintenance - 4 Doors		
		Astorino	Great Lakes Pest Control Co., Inc.	69	500.00 In	Invoice #43833 - 5/11/18	Spider Control		
		Astorino	JGM Valve Corporation	69	34,770.03 II	Invoice #18-12245 - 5/25/18	5 Vent-O-Mat Air Release & Vacuum Break Valves - Emergency Repair		
1 Mile Sinkhole		Bantios	Aloia & Associates, P.C.	€9	3,099.50 L	Invoice #17204 - 5/1/18 Legal Services - ending 4/30/18			
	×	Bantios	Anderson, Eckstein & Westrick, Inc.	69	82,837.40 In	Invoice #0117460 - 4/18/18 Engineering Services - 3/5/18 - 4/1/18	Recovery Shaff		
		Bantios	Anderson, Eckstein & Westrick, Inc.	↔	59,612.37 I	Invoice #0117624 - 5/11/18 Engineering Services - 4/2/18 - 4/29/18	Recovery Shaft		
		Bantios	Macomb County Dept. of Roads	€9	14,531.11 L	Invoice #31117 - 1/10/17	Conduit Installation - Garfield Road		
Meters		Bantios	Hubbell, Roth & Clark, Inc.	69	3,038.23 I	Invoice #0160228 - 4/25/18 Engineering Services - ending 4/7/18	SY-S-2 Condition Assessment & Summary Report	Fin	Final
		Astorino	HESCO	€9	2,300.00 II	2,300.00 Invoice #10241 - 5/9/18	MID Meter Repair		
		Astorino	HESCO	€9	16,640.00	Application #18 - 5/10/18	MID Meter Maintenance		
	SRF 5487-01	Bantios	Hubbell, Roth & Clark, Inc.	↔	8,054.70 I	Invoice #0160229 - 4/25/18 Engineering Services - ending 4/7/18	Meter Pit Evaluation - Lakeshore	Credit Pending	ding
NGI		Astorino	Cummins Bridgeway	€9	1,428.76 I	Invoice #006-66871 - 5/23/18	PM on Generator		
		Astorino	DE-CAL, Inc.	69	21,278.00 I	Invoice #WO18000843 - 5/11/18	ARV Maintenance		
		Astorino	DTE Energy	69	1,456.52	Monthly Electric - 4/3/18 - 5/1/18			
OMID		Astorino	Oakland County Treasurer	\$ 4,	4,331,353.33 I	Invoice #SDS0005741 - 5/1/18	Sewerage Disposal Charges for April 2018		
			Total	\$ 5,	5,145,388.98				

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Income Statement MIDDD As of May 31, 2018

					70,000,000 2017A Bond 5,150,000 State Grant 131,735 Clinton Twp share of AEW invoice
7-1-17 to 5-31-18	O&M*	55,684,349.00	73,537,028.68		75,863,011 6,036,157
30-Jun-17	Total Fund			33,301,122	Revenue Expenditures Net
		Revenues	Expenditures	Equity	NOTES Projected reserve at 6/30/2018 is * Includes following Projects: Dec 2016 Sinkhole