

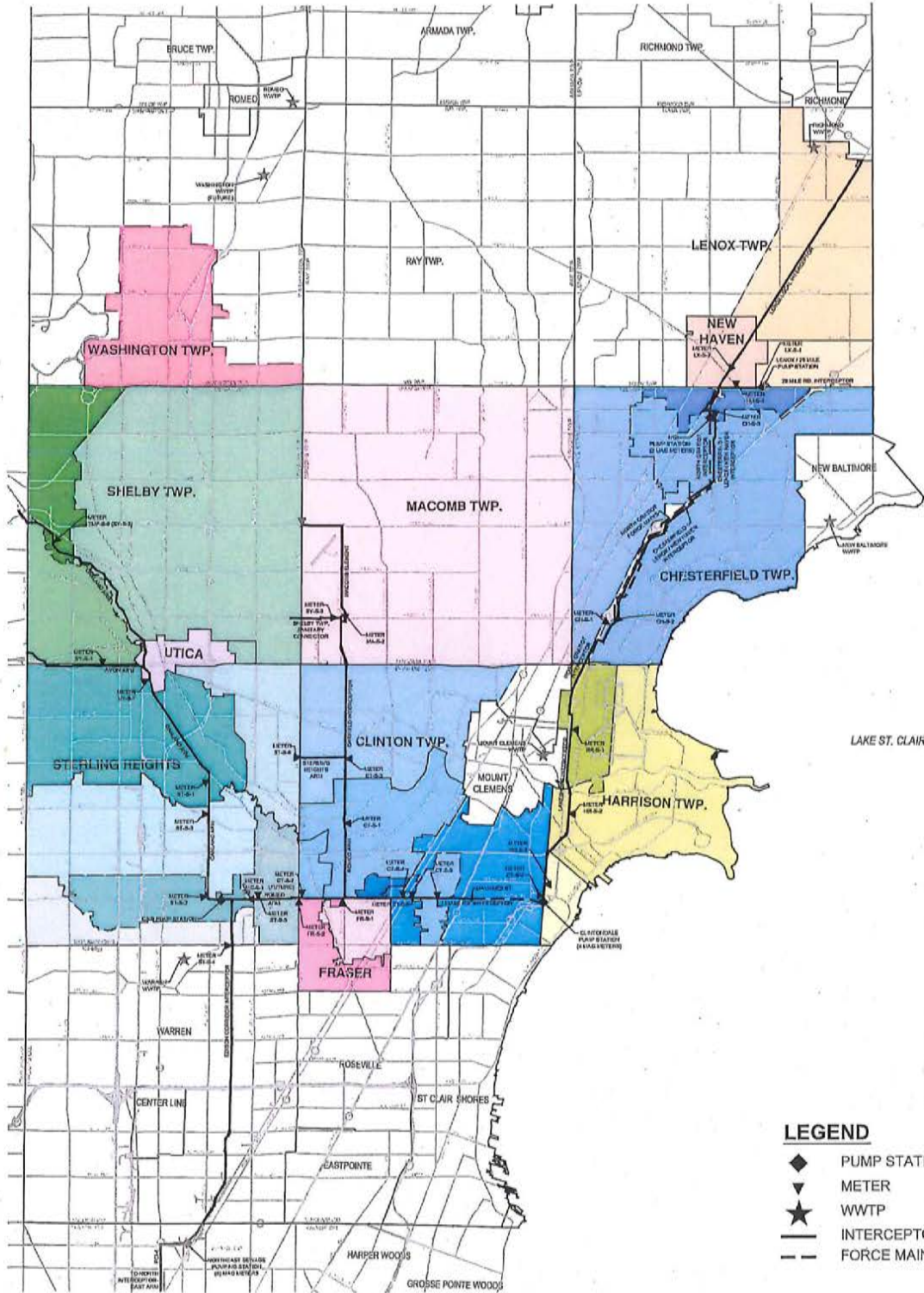
MACOMB INTERCEPTOR DRAIN
INTRA-COUNTY DRAINAGE BOARD
JULY 13, 2020
11:00 A.M.
AGENDA

NOTE: THIS MEETING WILL BE HELD BY TELECONFERENCE

Call in Number: 1-408-418-9388
Access Code: 129 599 9683

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1. Call of meeting to order and roll call	
2. Approval of Agenda for July 13, 2020	
3. Approval of Minutes for June 8, 2020	3
4. Public Participation	
5. Project Updates – Stephen Downing/Vince Astorino	
6. M-59/Garfield Land Sale - Purchase Agreement – Brian Baker	6
Motion: To approve the proposed purchase agreement for the sale of 45345 Garfield Road property and authorize the Macomb County Public Works Office to execute the agreement on behalf of the MIDD.	
7. MIDD-OMIDD Intergovernmental Agreement for PCI-7 Rehabilitation - Stephen Downing	18
Motion: To authorize the MIDD Board Chair, Commissioner Miller, to sign the intergovernmental agreement with the Oakland-Macomb Interceptor Drain District (OMIDD) to allocate the \$562,500 cost to OMID for the rehabilitation of the OMID reach of the PCI-7 interceptor.	
8. Consideration for approval of invoices (see attached)	27
9. Financial Report – Bruce Manning	29
10. Adjourn	

MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT



Candice S. Miller

MACOMB COUNTY PUBLIC WORKS COMMISSIONER



An adjourned meeting of the Intra-County Drainage Board for the **MACOMB INTERCEPTOR DRAIN** was held via telephone conference per the State of Michigan Executive Order due to the COVID-19 pandemic, on June 8, 2020, at 10:59 A.M.

PRESENT: Candice S. Miller, Chair
Robert Mijac, Member
Bryan Santo, Member

ALSO PRESENT: Brian Baker, Chief Deputy, Stephen Downing, Construction & Maintenance Manager, Bruce Manning, Financial Manager, Tom Stockel, Construction Engineer, Jeff Bednar P.E., Environmental Resources Manager, Vince Astorino, Operations & Flow Manager, Kellie Kource, Drain Account Specialist, Macomb County Public Works; Monique Owens, Mayor of Eastpointe; Fritz Klingler, Zack Carr, FK Engineering

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 May 11, 2020 were presented. A motion was made by Mr. Mijac, supported by Mr. Santo to approve the minutes as presented.

Adopted: YEAS: 3
NAYS: 0

The meeting was opened to public participation, then closed, there being no comments from the public.

Mr. Astorino updated the board that we have received the draft report of the odor & corrosion study and are reviewing it. We will present the findings to the board and how we will proceed with the design stage.

The inspection program is at 50% drawings and specifications. The plan is to be out for bid in September.

The phase 2 grouting project is currently in the northern end of the Lakeshore interceptor.

Mr. Downing updated the board that Inland Waters has provided an updated schedule for the drop shaft rehab project due to the COVID 19 impact on their staff. They anticipate the work to be complete by the end of August.

A motion was made by Mr. Mijac, supported by Mr. Santo to receive and file the project update by Mr. Astorino and Mr. Downing.

Adopted: YEAS: 3
NAYS: 0

Mr. Astorino updated the board that there are eight drop shafts not included in the 2020 inspection program that we would like to inspect.

A motion was made by Mr. Mijac, supported by Mr. Santo to approve a change order to the 2020 MIDD Sanitary Inspection contract with Fishbeck in a not to exceed amount of \$104,014 for engineering services for the inspection of eight dropshaft structures.

Adopted: YEAS: 3
NAYS: 0

Mr. Downing updated the board that there is approximately 30 inches of sediment and debris that starts in the ITC corridor manhole #111 and runs east to where we performed the repair in 2016/17. There is also an 8 foot diameter pipe that was part of a repair done in the 1970's and the lining needs repair, so we will incorporate repair of that also as well as another access shaft along Segment 5.

A motion was made by Mr. Mijac, supported by Mr. Santo to award the bid for the Segment 5 lining and sediment removal project to Oscar Renda Contracting for \$28,807,500 (net MIDD cost \$28,245,500).

Adopted: YEAS: 3
NAYS: 0

Mr. Downing updated the board that this resolution is required as part of the SRF with EGLE for part 3 of the Segment 5 application. It is a resolution to tentatively award a construction contract for waste water system improvements.

A motion was made by Mr. Santo, supported by Mr. Mijac to approve the State's SRF Resolution regarding the Segment 5 Construction Contract.

Adopted: YEAS: 3
NAYS: 0

Mr. Baker updated the board that our bond counsel put together this resolution which is required by the State in order to receive the SRF bond that we will be utilizing to fund the project we just approved.

A motion was made by Mr. Santo, supported by Mr. Mijac to approve the resolution authorizing the issuance of State low interest financing bonds to fund the Segment 5 construction project.

Adopted: YEAS: 3
NAYS: 0

The Chair presented the invoices totaling \$5,258,321.87 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. Mijac and supported by Mr. Santo.

Adopted: YEAS: 3
NAYS: 0

There being no further business, it was moved by Mr. Miller, 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 11:44 a.m.



Candice S. Miller, Chair
Macomb County Public Works Commissioner

STATE OF MICHIGAN
COUNTY OF MACOMB

I certify that the foregoing is a true and correct copy of proceedings taking by the Intra-County Drainage Board for the Drainage District shown on the attached set of minutes, on June 8, 2020 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, Chair
Macomb County Public Works Commissioner

DATED: 6/8/20

MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT
AGENDA ITEM WORKSHEET

Meeting Date: Monday, July 13, 2020

Property: 45345 Garfield Road, Macomb Township, MI 48044
Parcel/Tax ID 08-32-300-018

Synopsis: This Board previously gave Commissioner Miller and the Macomb County Department of Public Works authority to market and sell the above-referenced Property on behalf of the MIDDD. After both the sale to Tom Guastello for \$3.5 Million and the sale to Mansour Companies for \$3.1 Million fell through, the MIDDD has now received the enclosed offer to sell the Property for \$2.75 Million. This Purchase Agreement was drafted by Attorney Aloia on behalf of the MIDDD. The proposed agreement contains a 90-day due diligence with a refundable \$25,000 deposit, and the right for a 60-day extension of the due diligence if the buyer pays a non-refundable \$50,000 deposit. The MIDDD also has the right to continue to market the property during the first 90 days of due diligence. The buyer has expressed he is primarily concerned about getting a proper curb cut off M-59 before he closes. If the Board approves this purchase we are also requesting it to grant Chief Deputy Brian Baker authority to sign the Purchase Agreement on behalf of the MIDDD.

Recommendation: Approve the proposed Purchase Agreement for the sale of 45345 Garfield Road, Macomb, MI, and authorize Chief Deputy Brian Baker to execute the Purchase Agreement on behalf of the MIDDD.

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "**Agreement**") is made this day of July _____, 2020 (the "**Effective Date**"), by and between VISION INVESCO LLC, ON BEHALF OF AN ENTITY TO BE FORMED, whose address is 700 N. Old Woodward Avenue, Suite 300, Birmingham, MI 48009 (the "**Purchaser**"), and the MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT, whose address is 21777 Dunham Road, Clinton Township, MI 48036, as Seller (the "**MIDDD**"). (Sometimes the "**Purchaser**" and the "**MIDDD**" are singularly referred to as "**Party**" and jointly referred to as "**Parties**" in this Agreement")

1. **General Terms and Conditions.** Subject to the terms and conditions of this Agreement, the Purchaser hereby offers to purchase, and the MIDDD agrees to sell to the Purchaser, the Subject Property described in paragraph 2 of this Agreement. The Purchaser acknowledges and agrees the offer to purchase real estate presented in this Agreement is being submitted to the MIDDD c/o the Macomb County Department of Public Works (the "**MCPW**").

2. **Subject Real Property.** The real property that is the subject of this Agreement, legally described in **Exhibit A**, is commonly known as:

Address: 45345 Garfield Road, Macomb Township, MI 48044

Parcel/Tax ID: 08-32-300-018

Legal Description: See **Exhibit A**

together with all structures, improvements, appurtenances, rights, tenements and hereditaments now with the land, and subject to any easements, covenants and restrictions of record and zoning laws and ordinances affecting the real property (the "**Subject Property**"). The Purchaser acknowledges that upon consummation of the sale contemplated by the Agreement, that the Purchaser will acquire whatever title to the Subject Property that is being offered by the MIDDD, "as is," "where is," subject to assessments, debt service fees, taxes, liens, encroachments, easements, or claims of rights of others, if any.

3. **Eligibility of the Purchaser.** The Purchaser represents and warrants that it, and/or any affiliated owners, shareholders or members are not: (a) under 18 years of age; (b) an employee of the MIDDD, the MCPW or Macomb County; or (c) an agent or immediate member of the household of an employee of the MIDDD, the MCPW or Macomb County. For breach of this warranty, the MIDDD shall have the right to terminate this Agreement without any further liability on the part of the MIDDD, and the Purchaser shall be deemed to be in default as provided in Paragraph 12 below.

4. **Offer to Purchase and Sale of Real Property.** Subject to the terms and conditions herein, the MIDDD agrees to sell and convey to the Purchaser, and the Purchaser agrees to purchase the Subject Property from the MIDDD for Two Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$2,750,000.00) (the "**Purchase Price**").

5. **Terms of Payment.** The Purchase Price shall be paid by the Purchaser to the MIDDD as follows:

a. **Earnest Money Deposit.** The Purchaser has deposited Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) with the MCPW on behalf of the MIDD to be held as an earnest money deposit (the "**Deposit**"). The Deposit shall be applied to reduce the funds due at Closing, or shall be refunded to the Purchaser or retained by the MIDD in accordance with the terms of this Agreement and the "Escrow Agreement" (as defined in subparagraph (c) below).

b. The entire unpaid balance of the Purchase Price shall be paid by the Purchaser at closing in cash, certified funds, cashier's check or wire transfer.

i. Certified Funds. As used in this Agreement, the term "Certified Funds" shall mean, funds that are guaranteed by a bank, (cleared wire transfer, cashier's check), or paid in cash (subject to the cash limit as defined hereinbelow).

ii. Cash Limit. No more than Ten Thousand and 00/100 Dollars (\$10,000.00) in total may be paid in cash to the MIDD to pay all or any part of the Purchase Price.

c. **Escrow Agreement.** The Deposit shall be held in escrow by the MCPW on behalf of the MIDD pursuant to the signed Acknowledgment of Receipt of Deposit and Escrow Agreement in the form attached hereto as **Exhibit B**. The Deposit held in escrow shall be returned to the Purchaser if the Purchaser properly terminates this Agreement in a signed written notice submitted to the MIDD during the first ninety (90) days of the Due Diligence Period, as described below in Paragraph 6, requesting the Deposit be returned. In the event of the Purchaser's default under this Agreement, the Purchaser hereby expressly authorizes the MIDD to retain the Purchaser's Deposit held in escrow as Liquidated Damages and as the MIDD's sole and exclusive remedy, as more fully provided in Paragraph 12 below. In the event the Purchaser extends the Due Diligence Period under Paragraph 6 below and deposits the additional non-refundable \$50,000.00, then the MCPW has no obligation to hold these additional non-refundable funds in escrow and may tender them to the MIDD upon receipt.

6. **Due Diligence and Access to the Subject Property.** The Purchaser shall have the right to inspect and determine the feasibility of the purchase of the Subject Property within 90 days of the effective date of this Agreement (the "**Due Diligence Period**"), including, but not limited to investigations relating to access off M-59, zoning and municipal restrictions, easements and title encumbrances, available utilities, development potential, and conducting soil tests, structural, subsurface, environmental, wetlands, topographical analysis or any other test or analysis the Purchaser desires in order to determine the feasibility of the purchase of the Subject Property in the Purchaser's sole discretion (the "**Due Diligence**"). During the Due Diligence Period, the Purchaser, its agents and representatives shall have reasonable access to the Subject Property, including, the right to inspect the Subject Property via the Purchaser's employees, appraisers, agents, architects, environmental consultants and engineers. The MIDD shall provide to the Purchaser any existing third-party reports in its possession. MIDD shall reasonably cooperate in all phases of the Purchaser's pursuit of final Site Plan Approval, rezoning application and/or any other municipal approvals and permits to build its contemplated development; however, Purchaser's pursuits shall be at Purchaser's sole cost and expense. All new appraisals, inspections, audits, and/or tests that the Purchaser requests shall be at the Purchaser's sole cost and expense and shall be performed during reasonable business hours with reasonable prior advance to the MIDD. The Purchaser shall not perform any invasive inspections without MIDD's prior

written approval. Moreover, the Purchaser, at its sole cost and expense, shall restore any damage or alteration to the Subject Property resulting from any of the Purchaser's inspections or testing to substantially the same condition that existed prior to such disturbance, damage or alteration. The Purchaser shall also indemnify, defend, and hold the MIDD harmless with respect to any personal liability, bodily injury, property damage, and construction and/or mechanic's liens resulting from the Purchaser's entry and conduct of due diligence activities upon the Subject Property, including but not limited to all attorneys' fees and costs incurred in connection therewith. In the event that the Purchaser properly terminates this Agreement, and upon the MIDD's written request, the Purchaser shall provide a PDF or paper copy to the MIDD of any testing results or reports pertaining to the Subject Property arising out of the Purchaser's due diligence activities.

If the Purchaser deems that the purchase of the Subject Property is not acceptable, which shall be in the Purchaser's sole, subjective, and discretionary decision, the Purchaser may terminate this Agreement by written notice delivered to the MIDD on or before the expiration of the ninety (90) day Due Diligence Period and thereby terminate this Agreement and receive a refund of the Deposit. Upon the timely termination of this Agreement, neither party shall have any further liability or obligation to the other under this Agreement. In the event the Purchaser does not terminate this Agreement on or before the expiration of the ninety (90) day Due Diligence Period, or extension thereof, the Purchaser shall be deemed to have approved all matters relating to the Subject Property (other than the conditions to closing set forth in this Agreement), and the Purchaser shall be bound to close.

a. **Curb Cut.** The MIDD will reasonably cooperate with the Purchaser to obtain curb cut approval on Hall Road (M-59) and over the adjacent drain, with Macomb County and the State of Michigan. The Purchaser shall apply for the desired Curb Cut within the first thirty (30) days of the Due Diligence Period.

b. **Surveys.** MIDD shall provide, any surveys in its possession of the Subject Property upon the execution of this Agreement. Purchaser shall be responsible for any special or additional survey requirements.

c. **Extended Due Diligence Period.** If Purchaser desires more due diligence, the term of the Due Diligence Period may be extended for an additional sixty (60) days under the following conditions: Purchaser shall give to MIDD written notice of extension of the Due Diligence Period prior to the expiration of the first ninety (90) day period, and, concurrently with such notice, shall deposit an additional non-refundable deposit of Fifty Thousand and 00/100 Dollars (\$50,000.00) with the MCPW (the "Additional Deposit"), raising the Deposit to Seventy Five Thousand (\$75,000.00) If the Purchaser decides, within the extended sixty (60) day Due Diligence Period that purchase of the Subject Property is not feasible for the Purchaser, in the Purchaser's sole subjective discretion, then the Purchaser shall receive a return of the \$25,000.00 initial Deposit and the \$50,000.00 Additional Deposit shall remain non-refundable. If Purchaser proceeds with the Closing of Purchaser's acquisition of the Subject Property pursuant to this Agreement, the entire \$75,000 Deposit shall be applied to the Purchase Price. In the event Purchaser does not terminate this Agreement on or before the expiration of the extended Due Diligence Period, then Purchaser shall be deemed to have approved all matters relating to the Subject Property and shall proceed to Closing. If the Purchaser refuses to close after failing to notify the MIDD of its termination before the expiration of the extended Due Diligence Period,

then MIDDD shall be entitled to receive and retain the entire \$75,000 Deposit as MIDDD's sole remedy.

7. **Covenant Deed.** The Purchaser acknowledges that it will receive a Covenant Deed transferring whatever rights, title and interest the MIDDD had in the Subject Property at the time of the Closing. The Purchaser will also receive a Property Transfer Affidavit that must be submitted to the Macomb Township Assessor in accordance with state law.

8. **"AS IS" Sale.** Except for Seller's warranties and representations set forth in the immediately following sub-paragraphs (a) and (b), THE SUBJECT PROPERTY IS BEING SOLD "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AS OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE MIDDD SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED CONCERNING THE SUBJECT PROPERTY. THE PURCHASER ACKNOWLEDGES THAT THE PURCHASER IS PURCHASING THE SUBJECT PROPERTY BASED SOLELY UPON THE PURCHASER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY THE MIDDD'S, THE MCPW'S OR MACOMB COUNTY'S, EMPLOYEES, AGENTS, OR CONTRACTORS.

(a) There is no pending or threatened litigation affecting all or any part of the Subject Property or Seller's interest in it.

(b) To the best of Seller's knowledge, there are no unrecorded interests of any person(s) or entity(s) in and to the Subject Property.

9. **General Release.** Except for the MIDDD's obligations stated in this Agreement, the Purchaser releases the MIDDD, its agents, employees and representatives, including the MCPW, Macomb County and the Macomb County Public Works Commissioner Candice S. Miller, from any and all claims demands, causes of action, judgments, losses, damages, liabilities, costs and expenses (including without limitation attorneys' fees whether suit is instituted or not) whether known or unknown, liquidated or contingent (collectively "**Claims**") arising from or related to (a) the sale administered by the MIDDD, the MCPW or their agents, employees and contractors, or (b) any defects, errors or omissions in the design, condition or construction of the Subject Property, whether the same are a result of negligence or otherwise, or (c) other conditions (including, but not limited to environmental conditions, encroachments, wetlands, zoning and suitability) affecting the Subject Property, whether the same are a result of negligence or otherwise, or (d) the ownership, title, possession, occupancy, use, management or leasing of the Subject Property.

10. **Environmental Release.** The releases set forth in this Agreement specifically include any Claims under any Environmental Laws, or with respect to any environmental risk. "Environmental Laws" includes, but is not limited to the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§11001 et seq.), the Clean

Air Act (42 U.S.C. §§7401 at seq.), the Clean Water Act (33 U.S.C. §§1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§1801 at seq.), the Occupational Safety and Health Act (29 U.S.C. §§651 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§300f et seq.), as any of the same may be amended from time to time, any state or local law dealing with environmental matters, and any regulations, orders, rules, procedures, guidelines and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Agreement.

11. **Claims Liability.** The Purchaser acknowledges and agrees hold the MIDD, the MCPW, and Macomb County harmless from any and all losses, liabilities, actions, claims, debts, demands, judgments, liabilities, costs and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property and injuries, illness or disabilities to or death of any and all persons whatsoever, including the Purchaser, members of the general public, or to the property of any legal or political entity including State, local and interstate bodies, in any manner caused by or contributed to by the Purchaser, its agents, contractors, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site of the Subject Property during Due Diligence and before Closing, or while the Subject Property is in the possession of or subject to the control of the Purchaser, its agents, servants or employees after the Subject Property has been removed from the MIDD's ownership, possession and control.

12. **Default.** In the event the Purchaser defaults in its obligations to perform any of the covenants and agreements contained herein to be performed by the Purchaser after acceptance and within the time for performance as specified herein, the MIDD, in its sole discretion, may (i) as its sole and exclusive remedy retain the entire Deposit as liquidated damages, or (ii) terminate this Agreement and return the Deposit to the Purchaser.

13. **Closing.** The closing of this transaction shall take place within fifteen (15) days of the close of the Due Diligence Period defined in Paragraph 6, at the offices of the MCPW, or at another mutually acceptable location agreed to by the parties (the "Closing"). At Closing, Purchaser shall pay all mortgages, taxes, assessments, liens and encumbrances affecting the title of the Subject Property, if any. The Purchaser may obtain a title insurance policy at its own expense; however, the MIDD will have no obligation or responsibility to issue or pay for any title insurance policy at or before Closing.

a. **Closing Deliveries.** At Closing (or such other times as may be specified below), the MIDD and/or the Purchaser, as appropriate, shall deliver or cause to be delivered the following:

- i. Covenant Deed. A Covenant Deed transferring whatever rights, title and interest the MIDD had in the Subject Property at the time of the sale.
- ii. Closing Statement. A closing statement conforming to the relevant provisions of this Agreement.
- iii. Property Transfer Affidavit. A property transfer affidavit to be submitted by the Purchaser to the Macomb Township Assessor in accordance with state law.

b. **Tax Proration.** All taxes and assessments of every kind and description, extraordinary as well as ordinary, and now of record, or have become a lien on the Subject Property as of the date of Closing, shall be paid by the MIDDD, except that (a) all current property taxes shall be prorated and adjusted between MIDDD and Purchaser as of the Closing Date on a due-date basis, without regard to lien date, as if paid in advance (e.g. taxes due July 1 shall be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 shall be treated as if paid for the period of December 1 through the following November 30); and (b) Purchaser shall be responsible for the payment of all property taxes falling due after the Closing Date without regard to lien date. MIDDD shall be responsible for payments and installments due on or before the date of Closing for any special assessment against the Subject Property. Purchaser shall be responsible for payment of all installments due after the Closing date on any special assessment against the Subject Property. Notwithstanding the foregoing, the Parties acknowledge that since the MIDDD is a public entity, this property is currently tax exempt until sold.

c. **Payment of Other Closing Expenses.** The Purchaser shall be responsible to pay for any and all escrow fees, closing costs and recording fees arising out of the Closing. The Purchaser shall also pay any and all state and local transfer taxes applicable to the transfer of title at Closing, if any.

14. **Possession.** The MIDDD shall deliver possession of the Subject Property to the Purchaser at Closing.

15. **Headings.** The headings of various Sections in this Agreement are for convenience only and are not to be utilized in construing the content or meaning of the substantive provisions hereof.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflicts of law principles.

17. **Severability.** Whenever possible, each provision of this Agreement and all related documents shall be interpreted in such a manner as to be valid under applicable law but to the extent any provision of this Agreement is held to be invalid or prohibited under applicable law by a Court with competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity or prohibition, without invalidating the remainder of this Agreement.

18. **Assignment.** The Purchaser shall have no right to assign this Agreement or any of its rights, title or interests without the express written consent of the MIDDD, which may be withheld in its sole discretion, except in the event that the Purchaser assigns its rights to an affiliated and/or commonly controlled entity, in which case the Purchaser shall not need consent from the MIDDD; however, in such event the original Purchaser shall still remain bound by the terms and obligations of this Agreement, jointly and severally with the new purchaser, until a successful closing occurs.

19. **Counter-Parts/Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same document. All electronic copies of signatures of this Agreement shall be treated as an original for all purposes.

20. **Notices.** All notices and other communications hereunder shall be in writing and

shall be effective if and when sent by registered or certified U.S. mail or reputable same-day or overnight courier, postage prepaid or otherwise accounted for by sender, and sent to the mailing addresses set forth below (or at such other address for a party as shall be specified in a notice given in accordance with this Agreement), with a carbon copy sent by email at the email addresses below:

If to the MIDD: Macomb Interceptor Drain Drainage District
c/o Macomb County Department of Public Works
Attn: Tamara Keskeny, Manager Real Property
21777 Dunham Road
Clinton Township, MI 48036
E-mail: tamara.keskeny@macombgov.org

with a copy to: Benjamin J. Aloia, Esq.
Aloia & Associates, P.C.
48 S. Main Street, Ste. 3
Mount Clemens, MI 48043
Email: aloia@aloia.law

If to the Purchaser: VISION INVESCO LLC, ON BEHALF OF AN ENTITY
TO BE FORMED }
Attn: Kevin Denha
700 N. Old Woodward Avenue, Suite 300
Birmingham, MI 48009
Email: kdenha@visioninvpartners.com

with a copy to: Louis Ciotti
Landmark Commercial Real Estate Services
30500 Northwestern Highway, Suite 200
Farmington Hills, MI 48334
Email: LCiotti@landmarkcres.com

Robert W. Kirk, Esq.
Kirk, Huth, Lange & Badalamenti, PLC
19500 Hall Road, Suite 100
Clinton Township, MI 48038
Email: rkirk@kirkhuthlaw.com

Either party may, by written notice to the other, change the address to which notices are to be sent. Unless otherwise provided herein, all notices shall be deemed given as provided above, except that a notice of a change of address shall be deemed given when actually received. Sender's affidavit of the date and time of deposit in a mailbox or with the express mail service or the postmark, whichever is earlier shall constitute evidence of the effective date when the notice has been given.

21. **Entire Agreement.** This written Agreement, including all Exhibits incorporated herein, embodies the entire understanding between the parties hereto with respect to the subject matter contained herein, and supersedes any and all prior negotiations, discussions, understandings and written or oral agreements among them with respect to the subject matter. The terms of this

Agreement are contractual and not merely recital and supersede and control any previous course of dealing or usage of trade. In the event there is any conflict between the terms of this Agreement and the terms of any acknowledgment or other documents relating to this Agreement, the terms of this Agreement shall control. All the documents attached to this Agreement as Exhibits are hereby integrated into this Agreement and have been reviewed and approved by each party, and each party acknowledges its consent to sign those documents at Closing.

22. **Voluntary and Knowing Ratification and Construction.** Each Party acknowledges that it has retained counsel of its own choosing concerning the claims released in this Agreement; that each Party has read and fully understands the terms of this Agreement and/or has had it reviewed and approved by their counsel of choice, with adequate opportunity and time for such review; that this Agreement has been the result of negotiations; and that each Party is fully aware of its contents and of its legal effect. Accordingly, this Agreement will not be construed against any Party because such Party drafted this Agreement. Instead, this Agreement will be interpreted as though drafted equally by all Parties. Each Party enters into this Agreement freely and voluntarily and with a full understanding of its terms. Each Party acknowledges that except as expressly set forth in this Agreement, no representations of any kind or character have been made to it by the other to induce its execution of this Agreement. Each Party further states that the only representations made to it to obtain its consent to this Agreement are stated in this Agreement and that each Party is signing this Agreement voluntarily and without coercion, intimidation, or threat of retaliation.

23. **Waiver.** The failure of any party to enforce at any time any of the provisions of this Agreement shall in no way be a waiver of such provision nor in any way affect the validity of this Agreement or any part of this Agreement or the right of any party thereafter to enforce each and any such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach of this Agreement.

24. **Amendment.** This Agreement may not be amended, changed or modified in any manner except by an instrument in writing signed by each of the parties hereto and their respective representatives, agents, successors and permitted assigns.

25. **Authority.** The signatories of each Party below have signed this Agreement with the authority and approval of their respective governing boards, including the Drain Board for the Macomb County Interceptor Drain Drainage District. This Agreement shall be binding upon the parties, and their respective shareholders, managers, members, boards, directors, officers, agents, employees, successors and permitted assigns.

26. **Brokers.** The Purchaser and the MIDDD acknowledge that Louis Ciotti of Landmark Commercial Real Estate Services has represented the Purchaser in this sale. The MIDDD agrees to pay Mr. Ciotti a commission of 5% of the Purchase Price upon the successful closing of this sale, out of the sale proceeds at Closing. This commission shall only be paid by the MIDDD if and when the sale successfully closes, and the MIDDD has no obligation to pay any commission in the event this purchase agreement is terminated by either Party before Closing or Purchaser defaults on the sale.

27. **MIDDD's Continued Marketing of Property.** MIDDD and Purchaser agree that the Subject Property will remain on the market for sale during the first ninety (90) day Due Diligence Period. MIDDD agrees to take the Subject Property off the market in the event the Due Diligence Period is extended by the Purchaser and the non-refundable Deposit is tendered to the MIDDD for the extension. MIDDD agrees that it cannot enter into any new purchase agreement or letter of intent with another purchaser while this Purchase Agreement remains under contract, but may do so upon the default or termination of this Agreement by the Purchaser.

IN WITNESS WHEREOF, the MIDDD and the Purchaser have executed this Agreement on the dates written below.

Macomb Interceptor Drain Drainage District:

Dated: June ____, 2020

/s/ _____
By: Brian Baker, Chief Deputy, Macomb County
Public Works Office
Its: Authorized Agent

VISION INVESCO LLC, ON BEHALF OF AN
ENTITY TO BE FORMED

Dated: ~~June~~ ____, 2020

JULY 7, 2020

/s/ _____
By: Kevin Denha
Its: M.M.

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EXHIBIT A

Subject Property Legal Description

Real property in the Township of Macomb, County of Macomb, State of Michigan, described as follows:

Part of the southwest $\frac{1}{4}$ of section 32, town 3 north, range 13 east, being described as: Commencing at the southwest corner of section 32; thence north 00 degrees 13 minutes 12 seconds west 285.77 feet along the west line of section 32 to the north line of M-59 and the point of beginning; thence continuing along the west line of section 32 north 00 degrees 13 minutes 12 seconds west 1052.66 feet; thence south 89 degrees 50 minutes 48 seconds east 171.39 feet to the west right of way line of Garfield Road (120 feet wide); thence along the west line of Garfield Road the following two courses, south 21 degrees 26 minutes 45 seconds east 659.63 feet and along a tangent curve concave to the southwest having a central angle of 14 degrees 11 minutes 38 seconds, a radius of 1840.00 feet, an arc length of 455.82 feet and whose chord is south 14 degrees 20 minutes 56 seconds east 454.66 feet to the north right of way line of M-59; thence north 89 degrees 45 minutes 15 seconds west 521.20 feet along the north right of way line of M-59 to the west line of section 32 and the point of beginning.

Commonly known as: 45345 Garfield Road, Macomb Township, MI 48044
Tax Parcel ID No. 08-32-300-018

EXHIBIT B

ACKNOWLEDGMENT OF RECEIPT OF DEPOSIT AND ESCROW AGREEMENT

The Macomb County Department of Public Works (the "MCPW") on behalf of Macomb Interceptor Drain Drainage District (the "MIDDD") hereby acknowledges receipt of a certain signed "Real Estate Purchase Agreement" made by VISION INVESCO LLC, ON BEHALF OF AN ENTITY TO BE FORMED (the "Purchaser") (the "Agreement"), together with the receipt the \$25,000.00 "Deposit" to be held in escrow and released by the MIDDD according to the terms and conditions of the Agreement.

The Purchaser expressly acknowledges and agrees that this receipt is only an acknowledgment of the MCPW's receipt of the Deposit on behalf of the MIDDD.

Macomb Interceptor Drain Drainage District:

Dated: June ____, 2020

/s/ _____
By: Brian Baker, Chief Deputy, Macomb County
Public Works Office
Its: Authorized Agent

**VISION INVESCO LLC, ON BEHALF OF AN
ENTITY TO BE FORMED:**

Dated: June ____, 2020

/s/ _____
By: Kevin Denha
Its:



Candice S. Miller

Public Works Commissioner
Macomb County

To: Macomb Interceptor Drain Drainage District Board Members

CC: FILE

From: Stephen Downing, Construction & Maintenance Manager

Date: July 9, 2020

Subject: MIDDD-OMIDDD Intergovernmental Agreement for PCI-7 Rehabilitation

During the design of the Romeo Arm Segment 5 Rehabilitation it was identified that the new Control Structure, CS-12, would provide an opportunity to clean and line the upper reach of the OMID PCI-7 Interceptor. There is opportunity for significant cost savings by combining this work with Romeo Arm Segment 5 in lieu of a separate standalone project later which would require a new access shaft to rehabilitate just 220 linear feet of sewer.

The Macomb County Public Works Office (MCPWO) solicited bids on the Michigan Intergovernmental Trade Network (MITN) for the rehabilitation of the Romeo Arm Segment 5 which included the PCI-7 Interceptor from the confluence of the MID and OMID to Control Structure 4 (CS-4) as a standalone bid alternate. The rehabilitation work includes debris removal, slip-lining of 220 linear feet of the 12-foot 9-inch diameter interceptor. The cleaning and lining work in the OMID pipe is a direct cost to the OMID. The intergovernmental agreement formalizes the assignment of this work and cost allocation.

Upon execution of this Intergovernmental Agreement by the MIDDD, the OMID Board will authorize its Secretary to execute the Agreement.

The recommendation is that the Macomb Interceptor Drain Drainage District Board authorize the Board Chair, Commissioner Miller, to sign the intergovernmental agreement with the Oakland-Macomb Interceptor Drain (OMID) to allocate the cost to rehab the OMID reach of interceptor for \$562,500.

**EXHIBIT A - PCI-7 Cleaning and Lining Cost Estimate
 AGREEMENT BETWEEN MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT AND
 OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT**

Alternate Items												
Item No.	Description	Unit	Estimated Quantity	Engineer's Estimate	Engineer's Notes	Quadex Lining Systems		L. D'Agostini & Sons, Inc.		Oscar Renda Contracting		Average Bid Amount
						Unit Bid Price	Bid Amount	Unit Bid Price	Bid Amount	Unit Bid Price	Bid Amount	
A1	Removal and Disposal of Sludge, Debris, and Sediments PCI-7 MH-111 to CS-4	TON	300	\$15,000.00	This value was based on estimate from sewer walk (15 ton) before Rezone info	\$1,120.00	\$336,000.00	\$893.00	\$267,900.00	\$100.00	\$30,000.00	\$221,300
A2	Slip Lining PCI-7 MH-111 to CS-4 with GFRPMP	LF	220	\$264,000.00	about \$1645/ft This was added after our cost estimate was completed	\$2,300.00	\$506,000.00	\$2,019.50	\$444,290.00	\$2,150.00	\$473,000.00	\$474,480
A3	Manhole PC-7-MH-111 Spray Lining	SF	700	N/A	If 300 ton value is used, then PCI-7 subtotal would be \$715,000	\$35.00	\$24,500.00	\$51.50	\$36,050.00	\$85.00	\$59,500.00	\$40,017
PCI-7 Subtotal				\$430,000.00			\$865,500.00		\$778,240.00		\$562,500.00	\$735,747

**MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT AND
OAKLAND-MACOMB INTERCOUNTY DRAIN DRAINAGE DISTRICT**

ROMEO ARM LINING – SEGMENT 5 PROJECT CONTRACT

THIS CONTRACT is made and entered into as of the ____ day of June 2020, by and between the OAKLAND-MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT (“OMID”), a Michigan public body corporate, and the MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT (“MID”), a Michigan public body corporate. In this Contract, either OMID and/or MID may also be referred to individually as a “Party” or jointly as “Parties.”

Recitals:

WHEREAS, the MID is a Michigan public body corporate established in accordance with Chapter 20 of the Drain Code, MCL 280.461 *et seq.*, and is under the jurisdiction of a statutory drainage board; and,

WHEREAS, the MID is an intracounty drain established in 2009 to acquire and improve certain sanitary sewer interceptors, pump stations, meters and appurtenant facilities originally constructed and owned by the City of Detroit to provide wastewater transportation and disposal services to 11 communities located east of the International Transmission Company corridor within Macomb County; and,

WHEREAS, the OMID is a Michigan public body corporate established in accordance with Chapter 21 of Michigan Public Act 40 of the Public Acts of 1956, as amended (the “Drain Code”), MCL 280.511 *et seq.*, under the jurisdiction of a statutory drainage board; and,

WHEREAS, the OMID is an intercounty drain established in 2009 to acquire, improve, operate and maintain certain sanitary sewer interceptors, pump stations, meters and appurtenant facilities originally constructed and owned by the City of Detroit to provide wastewater transportation and disposal services to 23 communities within Oakland and Macomb counties; and,

WHEREAS, an inspection revealed that a portion of the Romeo Arm sewer and related appurtenances requires slip lining, as identified in the approved plans and specifications (“Plans and Specifications”) prepared by FK Engineering Associates, dated April 21, 2020, commonly known as the “Romeo Arm Lining – Segment 5 Project,” FKE Project Number 19-134 (the “Project”); and,

WHEREAS, there is an urgent need for the Project in order to promote the health and welfare of the residents thereof, which would likewise benefit the OMID, and the Parties have concluded that the Project can be constructed most economically and efficiently by the MID through the exercise of the powers conferred by the Drain Code; and,

WHEREAS, Plans and Specifications for the Project and an estimate of the OMID borne costs thereof, **herein referred to as the Estimated Cost of the Project**, have been prepared, and approved by the OMID and the MID, said estimate of cost being set forth in **Exhibit A**; and,

WHEREAS, in accordance with the terms and conditions set forth in this Contract, the OMID has agreed to pay a portion of the Project estimated to cost \$562,500.00 in accordance with the accepted bid for the Project received from Oscar Renda Contracting ; and,

WHEREAS, pursuant to Sections 471 and 523 of the Drain Code, the Parties are authorized to execute this Contract according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and Contracts set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the OMID and the MID mutually agree as follows:

Article I. Statement of Authority and Purpose; Project and Estimate of Cost.

- 1.1 Authority. Pursuant to the Drain Code, specifically MCL 280.471 and 280.523, and any other applicable laws of the State of Michigan, the MID and the OMID enter into this Contract to establish terms and conditions for the Project. Each Party agrees to take all actions reasonably necessary to effectuate the objectives set forth in this Contract.
- 1.2 Purpose. The Parties agree and approve the Project, as provided herein, and approve the designation of the "Romeo Arm Lining – Segment 5 Project" as the name of the Project. The Project is described in the approved Plans and Specifications prepared by FK Engineering Associates, dated April 21, 2020, FKE Project Number 19-134, which includes the following scope: (A1) Removal and Disposal of Sludge, Debris, and Sediments, PCI-7 MH-111 to CS-4; (A2) Slip Lining PCI-7 MH-111 to CS-4 with GFRPMP; and (A3) Manhole PCI-7 MH-111 Spray Lining.
- 1.3 Project and Estimated Cost of the Project; Final Plans and Specifications; Variations. The Project shall consist of the lining of the facilities as described and specified in the Plans and Specifications which are on file with the MID and are incorporated by reference as part of this Contract. The Project shall be constructed substantially in accordance with the Plans and Specifications, prepared and submitted by the consulting engineers, with the understanding of the Parties that variations therefrom that do not materially change the location, capacity or overall design of the Project, and do not require an increase in the total estimated cost of the Project, may be permitted on the sole authority of the MID. Other variations or changes may be made if approved by the MID and the OMID and if provisions required by Section 2.2 are made for the payment of any resulting increase in the total Estimated Cost of the Project. The Estimated Cost of the OMID borne portion of the Project in the amount of \$562,600.00 as set forth in Exhibit A, is approved and adopted.

Article II. MID Responsibilities.

2.1 The MID shall proceed to:

- (a) enter into construction contracts for the Project;
- (b) procure from the contractor(s) all necessary and proper bonds;
- (c) cause the Project to be constructed; and,
- (d) do all other things required by this Contract and Michigan law and regulations.

2.2 Project Variations and Change Orders. The MID shall have sole authority to approve variations or changes during construction that do not materially change the location, capacity or overall design of the Project, and do not require an increase in the Estimated Cost of the Project. Except as otherwise provided herein, in the event that it shall be necessary to increase the Estimated Cost of the Project for any reason, or if the actual cost of the Project shall exceed the Estimated of Cost of the Project, whether as the result of variations or changes made in the approved plans or otherwise, then the OMID shall not be obligated to pay such increase or excess cost unless the governing body of the OMID shall have adopted a resolution approving such increase or excess and agreeing that the same (or such part thereof as is not available from other sources) shall be defrayed by increased or additional payments agreed to be made by the OMID in the manner as hereinafter provided.

2.4 Contract Administration. The MID will be responsible for contract administration. The MID is hereby authorized, but not required to utilize Macomb County personnel and/or retain the services of a third-party engineering firm to perform contract administration for the Project. The payment for such services shall be the responsibilities of the Parties and allocated between the Parties in accordance with Article III, as part of the cost of the Project. All certificates required for payments to contractors shall be approved by the consulting engineers before presentation to the MID, and the MID shall be entitled to rely on such approval in making payments.

2.5 Contractor Insurance. The MID shall require all contractors engaged for the Project to provide commercial general liability, umbrella or excess coverage, workers' compensation, and other insurance; and shall require the contractors to name or provide an endorsement naming the MID, the OMID, the Michigan Department of Agriculture and Rural Development, Macomb County, Oakland County, and their respective elected officials, officers and employees, as additional insureds under the required insurance.

2.6 Property Access. To the extent the Project requires access rights, the OMID will cooperate and assist the MID with obtaining and securing the right of access to all public and private property necessary for the Project. The costs associated with securing the right of access necessary for the Project shall be allocated between the Parties in accordance with Article III, as part of the cost of the Project, and regardless of whether said expense exceeds the Estimated Cost of the Project as set forth in **Exhibit A**.

- 2.7. Permits. The OMID will cooperate and assist the MID with obtaining and securing all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract. The cost for securing the same shall be the responsibilities of the Parties and allocated between the Parties in accordance with Article III, as part of the cost of the Project, and regardless of whether said expense exceeds the Estimated Cost of the Project as set forth in **Exhibit A**.
- 2.8. Compliance with Laws and Regulations. The Parties will comply with all federal and state laws, regulations, and requirements applicable to the obligations under this Contract.
- 2.9. Ownership, Operation and Maintenance. After completion of the Project, the MID shall be the owner of the Project and shall be responsible for its operation and maintenance.

Article III. Consideration and Payment of Project Costs.

- 3.1. Consideration and Payment of Project Costs. In consideration of the conditions set forth in this Contract, the MID will pay the Project Cost out of available funds, and the OMID agrees to reimburse the MID the estimated cost based on the accepted bid received from Oscar Renda Contracting in the amount of \$562,500.00, subject to Project Variations and Change Orders, if any (to the extent such Project Variation and Change Orders affect the portion of the Project described herein) as set forth in Section 2.2. Upon written request, the Parties will provide to each other all relevant documentation evidencing the final costs of the Project. The Parties shall have the right to inspect and review all documentation evidencing the final total costs of the Project.
- 3.2. Project Costs and Overhead. The MID shall be responsible for all administration and construction Costs and Overhead (including attorney fees and all dispute resolution costs) of the Project, all costs and expenses relating to lawsuits as described in Section 3.3 and all costs described herein, in the same manner as provided in Section 3.1 with respect to other costs of the Project. The Parties agree that the term "Costs" shall be defined in this Contract as the labor, including statutory and customary fringe benefits, overtime, material and supplies, power and utility services, vehicle/equipment rental and subcontractor services devoted specifically to the Project, and any other costs identified in this Contract. The term "Overhead" shall be defined in this Contract to include the following: all allocation of the labor cost, including statutory and customary fringe benefits of personnel responsible for administering this Contract or supervising the work performed in conjunction with this Contract; an allocation of expenses of the MID and the OMID; and an allocation of the indirect cost of the MID and the OMID charged to Macomb County or Oakland County for support services, such as (but not limited to) legal, personnel, accounting, computer support and insurance/risk management.
- 3.3. Liability and Claims; Selection of Legal Counsel. The Parties agree the costs and expenses of any lawsuits or claims arising directly or indirectly out of this Contract or the construction of the Project, to the extent that such costs and expenses are chargeable to the MID or the OMID, shall be deemed to constitute a part of the cost of the Project and shall be paid and allocated between the Parties in accordance with Article III, as part of

the cost of the Project and regardless whether said expense exceeds the Estimated Cost of the Project as set forth in **Exhibit A**. In the event of litigation against the MID in relation to the Project, the MID will consult with the OMID and retain legal counsel agreeable to the MID and the OMID to represent the MID; provided that, if the MID and the OMID cannot agree as to such representation within a reasonable time, the MID shall exercise its discretion and retain legal counsel. This paragraph shall not apply to a lawsuit instituted by the MID or the OMID to enforce its rights under this Contract.

Article IV. Effective Date; and Term.

- 4.1 Effective Date. This Contract shall become effective upon the approval by resolutions of the drainage boards of the MID and of the OMID; and execution by each Party.
- 4.2. Term. This contract shall terminate upon completion of the Project.

Article V. General Provisions.

- 5.1 Governing Law. This Contract is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party. As used in this Contract, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.
- 5.2 Reservation of Rights; Governmental Function. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. In addition, the Parties maintain that the obligations set forth in this Contract will be in the exercise or discharge of a governmental function. Nothing in this Contract shall be construed as a waiver of governmental immunity for either Party.
- 5.3 Severability. If any provision of this Contract or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Contract, or the application of the provision of persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable, provided the invalid provision does not substantially alter the Contract or make execution impractical.
- 5.4 Binding Contract; Assignment; and Amendments. This Contract will be binding upon and for the benefit of the Parties hereto and their respective successors and assigns, subject to any assignment requiring the prior written consent of the non-assigning Party by an amendment to this Contract signed by both Parties, and the assignor binding the assignee to the terms and provisions of this Contract.

- 5.5. Counterparts. This Contract may be executed in any number of counterparts, and each counterpart shall be considered a valid original.
- 5.6. Captions. The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.
- 5.7. Notices. All correspondence and written notices shall be considered delivered to a Party as of the date that such notice is deposited with the U.S. Postal Service to be delivered to the following:

MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT:

MACOMB INTERCEPTOR DRAIN DRAINAGE BOARD
Attn: MACOMB COUNTY PUBLIC WORKS COMMISSIONER
21777 Dunham Road
Clinton Township, Michigan 48036

OAKLAND-MACOMB INTERCOUNTY DRAIN DRAINAGE DISTRICT:

OAKLAND-MACOMB INTERCOUNTY DRAIN DRAINAGE BOARD
Attn: OAKLAND COUNTY WATER
RESOURCES COMMISSIONER
1 Public Works Drive
Waterford, Michigan 48328

- 5.8. Notice of Claims; Cooperation. The Parties agree that they shall promptly deliver to the other Party written notice and copies of any claims, complaints, charges, or any other accusations or allegations of negligence or other wrongdoing, whether civil or criminal in nature, that the other Party becomes aware of which involves, in any way, the Project. Unless otherwise provided by law and/or the Michigan Court Rules, the Parties agree to cooperate with one another in any investigation conducted by the other party of any acts or performances of the obligations under this Contract.
- 5.9. Recitals. The recitals shall be considered an integral part of the Contract.

[Signatures on following page]

IN WITNESS WHEREOF, this Contract if executed by the Parties on the date hereafter set forth in the opening paragraph of this Contract.

MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT

By: _____
Candice S. Miller, Macomb County Public Works
Commissioner in her capacity as Chairperson
For the Macomb Interceptor Drain Drainage Board

OAKLAND-MACOMB INTERCOUNTY DRAIN DRAINAGE DISTRICT

By: _____
Michael Gregg, Deputy Director of the Michigan Department
of Agriculture and Rural Development in his capacity as Chairperson
For the Oakland-Macomb Intercounty Drain Drainage Board

Funding Source	Apportionment	Manager	Vendor	Amount	Invoice Detail	Project Summary	Project Balance	
Macomb Interceptor Drain	Chapter 20							
	Chesterfield - 7.2499%							
	Clinton - 21.2506%							
	Fraser - 4.0512%							
	Harrison - 6.4207%							
	Lenox - 1.0638%							
	Macomb - 13.9606%							
	New Haven - 8226%							
	Shelby - 9.9057%							
	Sterling Heights - 30.9081%							
	Utica - 1.5918%							
	Washington - 2.7751%							
	Administration		Astorino	Abel Electronics	\$ 780.00	Invoice #161078 - 3.24.20	Camera Repair	
			Astorino	Access Interactive	\$ 2,550.00	Invoice #INV000102879 - 6.9.20	SCADA Software License	\$ 167,496.00
			Downing	Anderson, Eckstein & Westrick	\$ 15,586.40	Invoice #126817 - 6.22.20	Drophaft & Sewer Rehab	\$ 399,104.75
			Downing	Anderson, Eckstein & Westrick	\$ 25,062.80	Invoice #126788 - 6.18.20	Grouting - Phase 2	
			Astorino	Aquasight	\$ 30,995.00	Invoice #000575 - 7.1.20	ACE Phase 2 of On-boarding Fee	
			Astorino	City of Mt. Clemens	\$ 16,821.14	Invoice #28001400 - 6.15.20	Sewage Flow - May 2020	
			Manning	County of Macomb	\$ 356,433.60	Invoice #AR200303 - 4.27.20	Personnel/Operating 1st Quarter	
			Downing	Doetsch	\$ 98,030.30	Invoice #71223 - 5.31.20	Segment 5 Grouting	
		Astorino	Doetsch	\$ 170,225.60	Invoice #71224 - 5.26.20	Phase 2 Grouting		
		Astorino	Doetsch	\$ 498,562.50	Invoice #71263 - 6.27.20	Phase 2 Grouting		
		Astorino	DTE	\$ 1,564.24	Invoice #20-283 - 6.2.20	Monthly Electric - 5.1.20 - 6.1.20		
		Astorino	Fishbeck	\$ 3,900.00	Invoice #392735 - 6.22.20	GLWA Assistance	\$ 29,614.37	
		Astorino	Fishbeck	\$ 7,155.50	Invoice #392751 - 6.21.20	Wastewater Master Plan	\$ 494,500.95	
		Astorino	Fishbeck	\$ 18,663.50	Invoice #392748 - 6.22.20	2020 Inspection Program	\$ 186,169.50	
		Astorino	FK Engineering Associates	\$ 2,050.50	Invoice #17-134-024 - 6.9.20	As-needed Geotechnical Services		
		Downing	FK Engineering Associates	\$ 27,961.64	Invoice #19-134-007 - 6.9.20	Segment 5 Engineering Design	\$ 45,194.55	
		Downing	FK Engineering Associates	\$ 14,000.00	Invoice #20-042-002 - 6.9.20	Segment 3,4,7-10 Sewer Rehab Analysis	\$ 42,000.00	
		Downing	FK Engineering Associates	\$ 5,830.75	Invoice #20-058-002 - 6.9.20	Segment 6 Rehab Design	\$ 383,522.97	
		Astorino	Great Lakes Water Authority	\$ 1,358.76	Invoice #20-263 - 4.16.20	Industrial Waste Control Bill - Pass Thru		
		Astorino	KHVPF	\$ 5,609.00	Invoice #44674 - 6.1.20	Flushable Wipes Lawsuit		
	Astorino	KHVPF	\$ 4,657.50	Invoice #44672 - 6.1.20	General Matters through May 2020 - LOTO			
	Astorino	Motor City Electric Technologies	\$ 10,080.00	Invoice #93052 - 6.4.20	Emergency On-Call Services - COVID			
	Downing	NTH Consultants, Ltd.	\$ 4,993.75	Invoice #622717 - 6.9.20	Meter & Drop Shaft Rehab			
	Sacarski	Verizon Wireless	\$ 1,088.01	Invoice #9855253375 - 5.23.20	Monthly Cellular - (Eq Fund)	\$ 163,758.74		
	Sacarski	Verizon Wireless	\$ 658.34	Invoice #9855253375 - 5.23.20	Monthly Cellular			
Biofilter		Astorino	City of Fraser	\$ 1,484.14	Invoice #20-290 - 6.1.20	Water & Sewer Bill - 4.23.20 - 5.21.20		

MACOMB INTERCEPTOR DRAIN 6/16/20 - 6/30/20

Funding Source	Appropriation	Manager	Vendor	Amount	Invoice Detail	Project Summary	Project Balance	
Clintondale P.S.		Astorino	Clinton Township Treasurer	\$ 2,443.92	Invoice #20-277 - 5.31.20	Water & Sewer Bill - 4.27.20 - 5.27.20		
		Astorino	Cummins Bridgeway	\$ 3,284.20	Invoice #S6-45593 - 5.12.20	Preventative Maintenance - Generator		
		Astorino	DTE	\$ 18,756.18	Invoice #20-278 - 6.1.20	Monthly Electric - 5.4.20 - 6.1.20		
15 Mile Sinkhole		Baker	Aloia & Associates	\$ 8,372.30	Invoice #20046 - 6.1.20	MIDD vs. 3 Contractors		
		Manning	Huntington Bank	\$ 500.00	Invoice #23095 - 5.1.20	2017A Bond Limited Tax Obligation 7.1.20 -		
		Baker	KHVPP	\$ 3,328.50	Invoice #44671 - 6.1.20	City of Sterling Heights vs. MIDD		
		Baker	KHVPP	\$ 30,990.26	Invoice #44673 - 6.1.20	Water Hammer Lawsuits		
		Baker	N1 Discovery, LLC	\$ 4,595.00	Invoice #NID4900 - 5.31.20	Water Hammer Lawsuits - Data Hosting Fee		
		Downing	Oakland County	\$ 4,585,548.67	Invoice #SDS0007127-May	Sewage Disposal May 2020		
	Meters	Astorino	Aquasight	\$ 55,081.00	Invoice #000571 - 6.1.20	Meter Data Review Software - 5.1.20 - 5.1.21	\$ 243,152.00	
	NGI		Astorino	Cummins Bridgeway	\$ 1,477.85	Invoice #S6-42832 - 3.23.20	Coolant Hose Repair - Generator	
			Astorino	Cummins Bridgeway	\$ 1,510.00	Invoice #S6-45740 - 5.13.20	Full Service With 2 Hour Load Bank - Generator	
	SEMSD		Astorino	Hamlett Environmental Technologies	\$ 6,976.00	Invoice #202147 - 5.12.20	AC Unit - Electrical Panel	
		Astorino	Fishbeck	\$ 2,872.35	Invoice #392793 - 6.21.20	Wastewater Master Plan	\$ 92,711.60	
Total				\$ 6,052,039.40				

Budget to Actual
MIDDD
As of June 30, 2020 = 100%

DESCRIPTION	2020 FINAL BUDGET	ENCUMBERED	ACTUAL	REMAINING BUDGET	PCT UTILIZED
REVENUE ACCOUNTS					
GLWA-OMID	46,904,696		46,939,310	(34,614)	100.1%
OMID O&M	8,121,888		8,121,900	(12)	100.0%
Settlement			522,116	(522,116)	100.0%
Reimbursements	200,000		278,229	(78,229)	139.1%
PY Revenue-Fund Balance	9,610,000			9,610,000	0.0%
Washington Twp Meter Project	250,000			250,000	0.0%
Reimb-Local Communities	10,927,799		10,927,788	11	100.0%
Interest	300,000		248,182	51,818	82.7%
Total Revenue Accounts	76,314,383		67,037,524	9,276,859	87.8%
EXPENSE ACCOUNTS					
GLWA-OMID	46,904,696		46,939,310	(34,614)	100.1%
OMID O&M	8,121,888		8,121,900	(12)	100.0%
Public Works Wastewater Disposal Division	1,721,123		1,152,033	569,090	66.9%
Office Operations/Insurance	322,800		212,243	110,557	65.8%
SCADA*	196,634		235,680	(39,046)	119.9%
Engineering					
GLWA Assistance	20,000		29,519	(9,519)	147.6%
Washington Township meter	500,000			500,000	0.0%
Data Review-Aquasight	240,000		200,000	40,000	83.3%
Contribution to Segment 5 Construction/Repairs	3,850,000			3,850,000	0.0%
15 Mile Interceptor Design East of Garfield (Seg 6)	1,000,000		14,185	985,815	1.4%
Seg 5 Engineering Design	1,000,000		680,302	319,698	68.0%
Drop Shaft Repairs(MA-S-2),CT-S-2, HR-S-2, ST-S-5,UT-S-1)	5,750,000		48,410	5,701,590	0.8%
System wide odor and corrosion study	350,000		234,867	115,133	67.1%
SY-S-1 & SY-S-2 Meter Rehab	1,200,000		33,035	1,166,966	2.8%
Meter Dye Dilution Testing/As needed	100,000		16,100	83,900	16.1%
Saw Grant			25,561	(25,561)	100.0%
McMARS Operations	50,000		5,760	44,240	11.5%
Aquasight Operations	50,000		50,000		100.0%
As Needed FTCH	50,000		10,317	39,683	20.6%
As Needed CH2M	70,000		20,394	49,606	29.1%
As needed FK Engineering	55,000		300,490	(245,490)	546.3%
As Needed Wade Trim	45,000		15,104	29,896	33.6%
As Needed Metco	70,000		146,101	(76,101)	208.7%
As Needed Applied Science	70,000			70,000	0.0%
Emergency Grouting			2,773,370	(2,773,370)	100.0%
Wastewater Master Plan/Contract Capacity	500,000		217,397	282,603	43.5%
Legal Services	500,000		408,793	91,207	81.8%
Clintondale PS O&M	345,000		390,374	(45,374)	113.2%
NGI O&M	330,000		79,837	250,163	24.2%
Meters O&M	415,000		320,737	94,263	77.3%
CS-3 O&M	226,000		6,553	219,447	2.9%
Biofilter O&M	277,500		117,885	159,615	42.5%
Contribution Life Cycle Reserve	171,700		171,700		100.0%
Interceptor O&M	1,000,000		79,481	920,519	7.9%
Stormwater Pump Stations	65,800		65,800		100.0%
Sewage Disposal Charges - Mt. Clemens	200,000		172,087	27,913	86.0%
Debt Service - Revenue Bonds	546,242		546,242		100.0%
Total Expense Accounts	76,314,383		63,841,566	12,472,817	83.7%

	O&M Balance 6/30/2019	O&M	Total 6/30/2020
Cash - Operating	25,896,373	3,195,958	29,092,331
Accounts Receivable			0
Assets			0
Liabilities			0
Revenues		67,037,524	67,037,524
Expenditures		63,841,566	63,841,566
Equity*	25,896,373		29,092,331

Detail of 2019 Equity*

Projected reserve at 6/30/2019(No Land Sale)	12,180,673
Projected Engineering Reserve	9,610,000
Projected Sinkhole Surplus	3,400,000
Life Cycle Reserve*	705,700
Use of life cycle reserve to purchase SCV3020 storage	