

MACOMB INTERCEPTOR DRAIN
APRIL 10, 2017
10:00 A.M.
AGENDA

Page No.

1. Call of meeting to order and roll call
2. Approval of Agenda for April 10, 2017
3. Approval of Minutes for March 13, 2017 and March 27, 2017 1
4. Public participation
5. 15 Mile Sinkhole Update – Evans Bantios
6. Financing Plan Update – Brian Baker
Federal/State Assistance Update – Karen Czernel
7. Motion: Approve Engagement Letter with Bendzinski & Co. as Registered Municipal Advisor for the sale of MIDD, County of Macomb, State of Michigan-Drainage District Refunding and Drain Bonds, Series 2017A – Brian Baker 13
8. Motion: Approve Offer to Purchase and Statement of Compensation for Real Property Only, as a final purchase agreement to Jerome and Susan Albu, 34980 Eberlein, Fraser MI 48026 in the amount of \$331,698.85, authorize Aloia & Associates to proceed to close on the transaction, and approve payment of the Albu's attorney fees in the amount of \$13,275.00, payable to "Frank A. Guido, Esq." – Ben Aloia 16
9. Motion: Approve Offer to Purchase and Statement of Compensation for Real Property Only, as a final purchase agreement to Salam Tobiya and Tammetrice Smith, 34960 Eberlein, Fraser MI 48026 in the amount of \$346,371.50 plus a \$5,000 attorney fee, and authorize Aloia & Associates to proceed to close on the transaction – Ben Aloia 28
10. Motion: Approve Reimbursement for Marvin and Karen Harris, 34781 Eberlein, Fraser, MI 48026 in the amount of \$24,949.30 for sewer backup remediation expenses and authorize Aloia & Associates to proceed to finalize the claim – Ben Aloia 35

11. Motion: Approve Reimbursement for Joshua and Lindsay Morton, 34861 Eberlein, Fraser, MI 48026 in the amount of \$22,602.68 for sewer backup remediation expenses and authorize Aloia & Associates to proceed to finalize the claim – Ben Aloia 46
12. Motion: Approve purchase of pollution liability insurance for MIDDD Sinkhole Project in the amount of \$46,626.22 – Evans Bantios 49
13. Motion: Approve Temporary License-to-Use Agreement with Macomb Community College for vacant parcel near sinkhole – Ben Aloia 62
14. Motion: Approve payment of invoices on attached matrix, as presented – Brian Baker 70
15. MIDDD Financial Report – Bruce Manning 74
16. Closed Session – Confidential Attorney/Client Communication, Litigation and Legal Strategy/Advice – Joe Viviano
17. Old Business
18. New Business
19. Adjourn

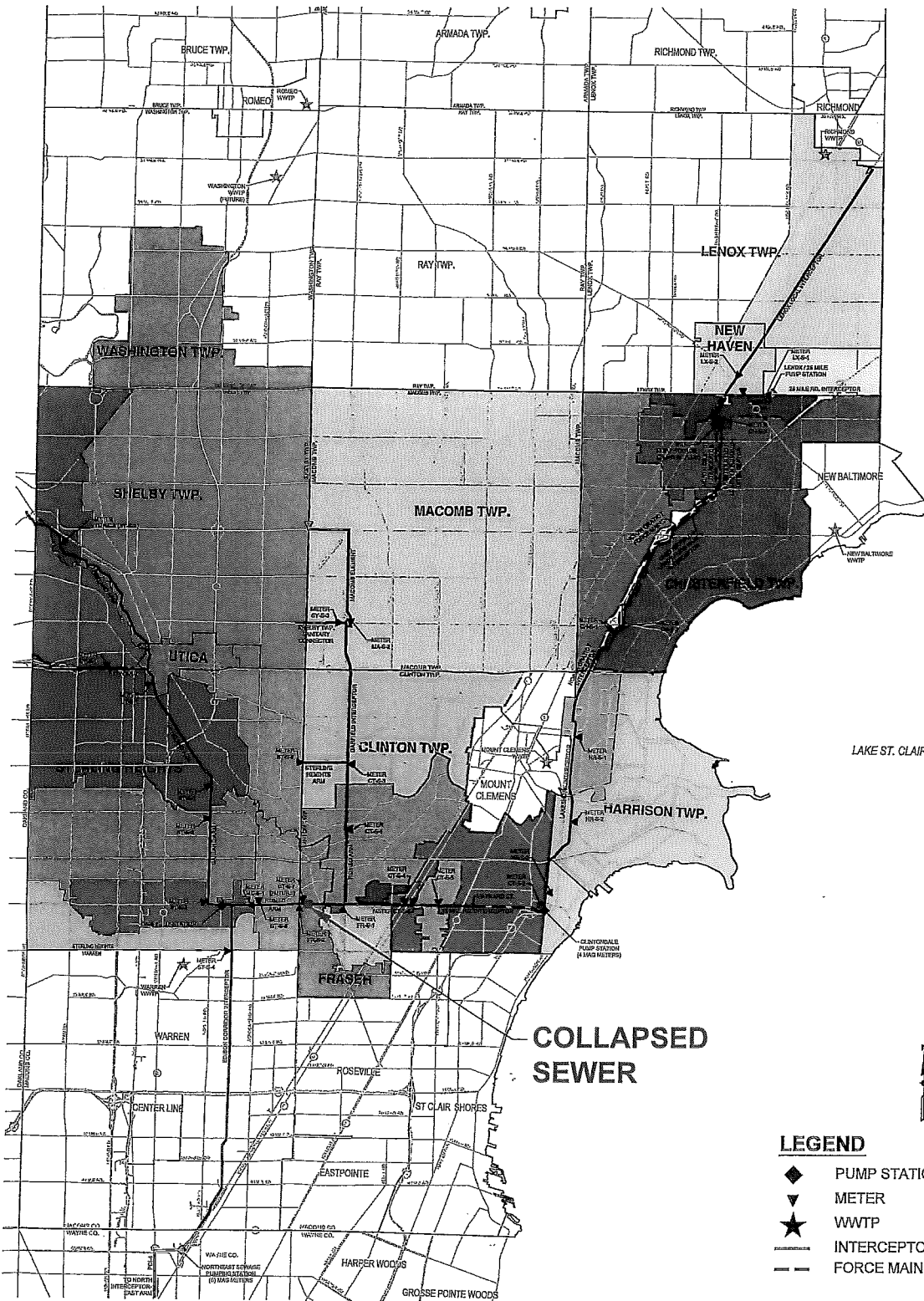
Special Meeting

April 19, 2017 – Special Meeting – Public Hearing on Apportionment of Sinkhole Costs at the Office of the Macomb County, Public Works Commissioner, 21777 Dunham Road, Clinton Township, Michigan 48036 at 10:00 a.m.

Next Regular Meeting

May 8, 2017 at the Office of the Macomb County Public Works Commissioner, 21777 Dunham Road, Clinton Township, Michigan 48036 at 10:00 a.m.

MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT



- LEGEND**
- ◆ PUMP STATION
 - ▼ METER
 - ★ WWTP
 - INTERCEPTOR
 - - - FORCE MAIN



Candice S. Miller
 MACOMB COUNTY PUBLIC WORKS COMMISSIONER

fish

UPDATED: FEBRUARY 2017

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 March 13, 2017 at 10:00 A.M.

PRESENT: Candice S. Miller, Macomb County
Public Works Commissioner, representing
the Drainage District

Robert Smith, Member

Veronica Klinefelt, Member

ALSO PRESENT: Brent Avery, Brian Baker, Chief Deputy, Evans Bantios, Engineer II, Karen Czernel, Deputy Public Works Commissioner, Barbara Delecke, Administrative Services, Anthony Forlini, Operations Manager, Keith Graboske, Chief Engineer, Bruce Manning, Acting Financial Manager, Thomas Stockel, Construction Engineer, Macomb County Public Works; Ben Aloia, Annemarie Lepore, Aloia & Associates, P.C.; Louis Urban, Anderson, Eckstein & Westrick, Inc.; Steve Rozycki, ASI-Detroit; Don Coddington, Chesterfield Township; Christina Hall, Detroit Free Press; John Kamins, Foster-Swift; Joe Nichols, Fraser; Sermed Saif, Tri-County Engineering representing Lenox Township; Bryce Huffman, Michigan Radio WPR; Chris Dilbert, New Haven; Steve Mancini, Ed Mancini, Gino D'Agostini, Ric-Man Construction, Inc.; Jason Castor, Sterling Heights

The meeting was called to order by the Chair, Candice S. Miller.

The Agenda was approved with the deletion of Item No. 12, which did not pertain to this agenda. Motion was made by Ms. Klinefelt, supported by Mr. Smith to approve the amended agenda and unanimously carried.

Minutes of the meeting of February 13, 2017 were presented and approved on a motion by Mr. Smith, supported by Ms. Klinefelt and unanimously carried.

The meeting was opened to public participation. Steve Mancini, President of Ric-Man Construction, Inc. talked about Ric-Man Construction, Inc. being engaged on the 15 Mile Sinkhole project since December 24, 2016. Ric-Man Construction has performed over \$15 million worth of work and has received no payment to date. There is a possibility that they will receive a check for approximately \$5 million, with the check being made payable to Ric-Man Construction, Inc. and subcontractors. Ric-Man has been performing work for Macomb County since 1965. Never in their history has a joint check been written. There is a \$50 million performance and bid bond on the 15 Mile Sinkhole project. Mr. Mancini asked whether the consultants were also being issued 50 percent payments and whether their checks are written jointly. Ric-Man Construction, Inc. went through the bidding process. The bid was supposed to be scored on 40

percent price, 30 percent schedule and 30 percent qualifications. Anderson, Eckstein & Westrick's report did not comment on price, schedule or qualifications. There is also no reference to Dan's Excavating, Inc. marking up 4 percent on subcontractors and Ric-Man marking up 0 percent for subcontractors. Mr. Mancini stated their bid was the lowest bid by approximately \$200,000. Ric-Man has offered millions in savings over Dan's Excavating, Inc. just merely by the fact that there would be concessions on the existing contract.

There were no further comments from the public. The public comment period was closed.

Lou Urban, Anderson, Eckstein & Westrick, Inc. gave a brief update on the sinkhole project. There was a collapse in the PCI-12 (15 Mile and Eberlein) on December 24, 2016. The initial three phases included mitigate impacts to the community, soil stabilization of the collapsed area and install by-pass pumping. Utilities have been re-established to all residents, implementation of traffic control devices and soil stabilization was conducted by installing dewatering wells and compaction grouting at both the east and west sides of the collapsed area. There are 28 operational wells. The water surface is now below the interceptor. There is approximately 10-15 cfs of water going through the collapsed area. Monitoring of the surrounding area has concluded that there is one inch of movement per week. Testing is being done on the discharge water into the Crooked Brook Drain as required by the MDEQ.

Six emergency pumping stations have been strategically placed throughout the community to pull sewage out and discharge to the drains and the Clinton River. This is being done to mitigate any kind of basement flooding. On December 26 and December 27, 2016, 12.6 million gallons of sewage was discharged to the Clinton River. Any kind of spills to date, have been averted by use of the mid-term and long-term pumps. Two of the emergency pumps will be moved to different locations. The installation of the long-term by-pass piping is almost complete. Pumps have been installed at Control Structure #3, west of Garfield. Mersino is having capacity issues with the pumps, which is being worked on. Additional screening and cutter-heads have been installed on the pumps to help reduce problems caused by ragging. The pumps need to be able to handle 150 cfs in a wet weather event.

An RFQ was sent out and six viable contractors were selected. Bids were submitted and opened on March 6, 2017. After an extensive review, Dan's Excavating was found to be the lowest bidder. The next phase of the project is to build a 280 foot shaft to allow for repair of the interceptor. Mr. Coddington, Chesterfield Township asked if the sinkhole area has been isolated enough to be able to see the extent of the break. The next phase of the project will be to build a drilled pier shaft and excavate down to the interceptor, remove the debris and begin installation of Hobas pipe to restore the flow back to the system. A bulk-head will be installed at Control Structure #3, the pipe will be dewatered from Garfield to the sinkhole and the investigation of the damage will begin. Mobilization of Dan's Excavating will begin on March 20, 2017 with construction

beginning on March 27, 2017.

An agreement was approved at the last meeting to borrow up to \$20 million in low-interest financing from Macomb County. With today's invoices, monies will begin to be drawn-down on these funds. The largest of the payments will be made to Ric-Man Construction, Inc. and Anderson, Eckstein & Westrick, Inc. totaling approximately \$8 million. These payments will be reimbursed to the county through bond proceeds. Item 7b. authorizes the sale of bonds and full faith and credit pledge. The first part of the resolution is refinancing existing debt. In 2010, \$90 million was borrowed for the purchase of the MIDD Interceptor. This could save approximately \$2 million with the current interest rate. The second part of the resolution is to borrow up to \$150 million for the repair of the sinkhole and to potentially reline the second phase of the interceptor if necessary. Total authorization is \$240 million, \$90 million in refunding. A bond financing schedule was provided with a tentative bond sale date of April 27, 2017 and closing on May 10, 2017. The debt incurred to the county is due June 2017. Sterling Heights, Clinton, Macomb and Shelby Townships need to approve resolutions allowing them to give bond rating agencies information. Estimated cost of repair for the sinkhole is \$70 million. Phase 2 costs will be calculated once the pipes have been inspected. Approximately \$40 to \$50 million will be borrowed in April for Phase 1 and a smaller bond will be issued in the fall for Phase 2.

John Kamins, Foster-Swift explained the fees associated with his company as bond counsel. A base fee is charged and then \$1 for every \$1,000. The fees charged would be \$125,000, plus \$15,000 for the first bond sale and refinancing. Costs for a future bond issue would be addressed at that time.

The Public Works office has been working with Macomb County's Emergency Management team. Monies will be appropriated to the City of Fraser, Clinton Township and Macomb County in the amount of \$100,000 per entity. A grant was applied for through the Michigan Strategic Water Quality Initiative in the amount of \$2 million. Macomb County Public Works staff have been working very hard to obtain monies through a special appropriations from the state legislature. Applications for State Revolving Funds are also being made with the help of the MDEQ. Work is being done with the federal government on a pre-disaster mitigation grant. Macomb County Emergency Management is working with M-DOT and MSHDA on obtaining monies through these agencies. Work is also being done through FEMA for infrastructure projects.

An engagement letter has been provided by Foster-Swift on the upcoming bond issues. The MID Board was asked to authorize the resolution for the sale of bonds and the refunding of bonds. The total principal, not to exceed amount is \$240 million. A schedule will be provided in the new bond resolution. Bond proceeds can only be spent on specific projects related to the MID. The maximum principal is \$240 million, the maximum interest rate is 6 percent per annum. The interest is tax-exempt. The bonds cannot be sold at a price that is less than 98 percent of the principal value. The term of

the bonds can be up to 30 years. The final determination of the terms of the bonds lie with the delegated officers, specifically the Chair of the MID Board and one other member of the board. The disclosure document is a preliminary official statement and a final statement is needed to publicly offer the bonds to buyers. Four municipalities will be contacted and will need to adopt resolutions regarding the bond sale. Special assessments will be levied against the 11 communities in the sewer district to pay for the bonds. If a community defaults on its assessment, the MID district would be responsible for payment. Macomb County will also pledge the limited tax full faith and credit for payment on these bonds.

A motion was made by Mr. Smith, supported Ms. Klinefelt to approve the Foster-Swift Bond Counsel Engagement letter.

Ayes: Smith, Klinefelt, Miller
Nays: None

Motion approved.

A motion was made by Mr. Smith, supported by Ms. Klinefelt to approve the Foster-Swift Bond Authorizing Resolution.

Ayes: Smith, Klinefelt, Miller
Nays: None

Motion approved.

A good faith offer and possession and use agreements have been drafted by Aloia and Associates for the three homeowners affected by the sinkhole. The possession/use agreement will allow the MID to obtain the properties for demolition before the just compensation is settled. This agreement is for real estate only. Other aspects of the compensation that are not included in the agreement include personal property and reimbursements due to displacement. There is a 25 percent statutory markup once a price has been settled on for the homes.

A motion was made by Mr. Smith, supported by Ms. Klinefelt to extend a good faith offer to the three homeowners as follows: Tobiya family at 34960 Eberlein Drive, Fraser, MI; Albu family at 34980 Eberlein Drive, Fraser, MI; and Raimondi family at 15379 Fifteen Mile Road, Fraser, MI.

Ayes: Smith, Klinefelt, Miller
Nays: None

Motion approved.

A motion was made by Mr. Smith, supported by Ms. Klinefelt to allow for Chair Candice S. Miller to finalize the possession and use agreement with the homeowners and preserve the homeowners' rights to just compensation.

Ayes: Smith, Klinefelt, Miller
Nays: None

Motion approved.

When the MID was formed, an agreement was signed to appoint the Macomb County Wastewater Disposal District as agent for the purpose of operating, maintaining and making improvements to the Macomb Interceptor Drain. Resolution 2017-1 states that the 2010 agreement between the MID and the Macomb County Public Works Commissioner is being terminated and will make clear that the MID governance will be handled by the MID board per statute. Adoption of this resolution ensures oversight by the MID Board.

A motion was made by Ms. Klinefelt, supported by Mr. Smith to approve Resolution 2017-1 for the Macomb Interceptor Drain terminating the agency agreement with the Macomb County Wastewater Disposal District.

Ayes: Klinefelt, Smith, Miller
Nays: None

Motion approved.

An emergency authorization was signed with Ric-Man Construction, Inc. on December 24, 2016. On December 28, 2016, a larger agreement encompassing the whole project was signed without participation by the MID Board. This resolution has a reservation of rights related to the Ric-Man Construction, Inc. contract. Through the bidding process, a new set of contract documents have been drawn for the next phase of the project. The resolution acknowledges that the contracts were signed on December 24, 2016 and December 28, 2016 and reserves all rights regarding these documents, but the MID has engaged in a competitive bidding process for the remaining sinkhole work and intends to enter into a new agreement with the successful bidder.

A motion was made by Mr. Smith, supported by Ms. Klinefelt to approve Resolution 2017-2 for the Revocation of Ric-Man Construction, Inc. emergency repair contract.

Ayes: Smith, Klinefelt, Miller
Nays: None

Motion approved.

Hubbell, Roth & Clark, Inc. was hired to perform engineering work on the SRF Project Plan, Loan Application and MDEQ Grant Application. This work is necessary to determine eligibility for funding on Phase 2 of the sinkhole project which includes lining of the remaining portion of the MID Interceptor if necessary.

A motion was made by Mr. Smith, supported by Ms. Klinefelt to approve the engineering agreement with Hubbell, Roth & Clark, Inc.

Ayes: Smith, Klinefelt, Miller

Nays: None

Motion approved.

Hydrogen sulfide (H₂S) is produced in sanitary sewer lines which degrades the interior of the pipes and causes odors to be emitted. Ferrous chloride is then injected into the sewer which helps to minimize the odors being released. In order to minimize the odor to the residents living in the area, an air purification system was purchased to place downstream from the sinkhole. A chemical will be put into the sewer at a later date to help minimize odors.

A motion was made by Mr. Smith, supported by Ms. Klinefelt to approve the purchase order for the air purification system.

Ayes: Smith, Klinefelt, Miller

Nays: None

Motion approved.

Bidders on the 15 Mile sinkhole repair were pre-qualified. Thirteen contractors were interviewed and six were determined to be qualified to perform the necessary repairs with five actually bidding the job. A bid review panel, composed of nine people, including staff, consulting engineers, finance people and the department's attorney went through an exhaustive review of the bids submitted. The review team concluded after two and one-half days of review to award the contract to Dan's Excavating, Inc.

The MID is considering an owner-controlled insurance policy which could decrease costs to the contractor. The base bid, plus assignments totals \$32,710,583. Mr. Smith asked for a report showing why the contractor was selected and how they ranked to similar projects in size and scope. He asked if the contractor selected has performed this type of underground work in the past. The Board would also like a copy of the contract for review. A special meeting will be held to approve the contract.

For the record, Ric-Man Construction, Inc. submitted a post-bid meeting report. Steve

Mancini asked that this report be made part of the minutes. His company is on-site which will save approximately 20 days on the project.

A motion was made by Ms. Klinefelt, supported by Mr. Smith to approve the award of bid for the 15 Mile Sinkhole project to Dan's Excavating, Inc. contingent upon review of the contract.

Ayes: Klinefelt, Smith, Miller
Nays: None

Motion approved.

Contractors bidding on the project and the evaluation team were thanked for their efforts.

A SAW Grant, which has a 10 percent match, was obtained to inspect the remaining 17 miles of the MID. This entails three to four months of visual, sonic and laser inspections of the drain. RedZone Robotics, Inc. is qualified to perform the condition assessment on the Romeo Arm, 15 Mile, Garfield and Lakeshore Interceptors at a cost of \$1,498,573.70.

A motion was made by Ms. Klinefelt, supported by Mr. Smith to approve award of bid to RedZone Robotics, Inc. for the condition assessment of the remaining 17 miles of the MID.

Ayes: Klinefelt, Smith, Miller
Nays: None

Motion approved.

The installation of the long-term by-pass pumping is almost complete. Work is being performed by Mersino and Great Lakes in the amount of \$1.3 million. Ms. Klinefelt asked that a summary sheet be provided in the future on all bids and purchase orders.

A motion was made by Mr. Smith, supported by Ms. Klinefelt to approve award of bid for the installation, operation and maintenance of the long-term by-pass pumping work being done by Mersino and Great Lakes at a cost of approximately \$5,350,000 million.

Ayes: Smith, Klinefelt, Miller
Nays: None

Motion approved.

A transition from First Merit Bank to Fifth/Third Bank will begin. Fifth/Third Bank pays a higher interest rate, allow for unlimited transactions/disbursements, earnings of 0.45%,

interest on net balances of 0.30%, annual increase of \$10,000 to \$12,000 in net interest earnings and single-sign on access to all bank information. This is being provided for informational purposes only.

Motion by Ms. Klinefelt, supported by Mr. Smith to receive and file the information as presented as the board has no vote on depositories.

Ayes: Klinefelt, Smith, Miller
Nays: None

Motion approved.

The Chair presented the attached invoices totaling \$14,698,888.88 to the board for review and approval.

Motion was made by Mr. Smith, approved by Ms. Klinefelt to approve the attached invoices as presented.

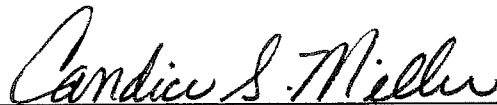
Ayes: Smith, Klinefelt, Miller
Nays: None

Motion approved.

Ms. Klinefelt asked that "by-laws" be established on protocols for the board.

The next meeting will be held on April 10, 2017, 10:00 a.m. at the Macomb County Public Works Office.

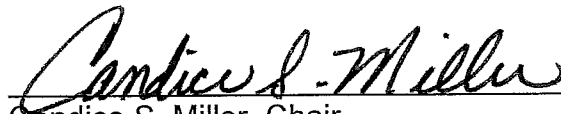
The meeting was adjourned on a motion by Mr. Smith, supported by Ms. Klinefelt, and unanimously approved.



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 taken by the Intra-County Drainage District shown on the attached set of minutes, on March 13, 2017, 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: 3/14/17

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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 March 27, 2017 at 1:00 P.M.

PRESENT: Candice S. Miller, Macomb County
Public Works Commissioner, representing
the Drainage District

Robert Smith, Member

ABSENT: Veronica Klinefelt, Member

ALSO PRESENT: Brian Baker, Chief Deputy, Karen Czernel, Deputy Public Works Commissioner, Barbara Delecke, Administrative Services, Dan Heaton, Public Relations Manager, Bruce Manning, Acting Financial Manager, Macomb County Public Works; Dan Acciavatti, Chesterfield Township; Mary Bednar, Clinton Township; Michael Hornier, Foster-Swift; Cam Trombly, Lenox Township; Janet Dunn, Macomb Township, Mark Kaszubski, O'Reilly, Rancilio, P.C.; Mark Vanderpool, Sterling Heights

The meeting was called to order at 1:00 p.m. by Chair, Candice S. Miller. Robert Smith was available via telephone. A motion was made by Robert Smith, supported by Candice Miller to recess the meeting until 2:30 p.m.

Ayes: Smith, Miller
Nays: None

Motion approved.

The meeting was recessed at 1:03 p.m.

The meeting was reconvened at 2:30 p.m. The agenda was approved as presented.

There were no comments from the public. The public comment period was closed.

An engagement letter from Foster Swift to serve as counsel for special assessments and drain issues was presented to the board for review and approval. The costs for Foster Swift will be absorbed by the bond proceeds.

A motion to approve signing the engagement letter with Foster Swift as counsel for special assessments and drain issues was made by Robert Smith, supported by Candice Miller.

Ayes: Smith, Miller
Nays: None

Motion approved.

Resolution No. 2017-03 – Resolution setting proposed apportionments; approving plans, specifications and estimate of costs; and scheduling public hearing was presented to the board. Estimate of cost is \$70 million, which does not include contingencies, land acquisition or legal counsel. A state grant was obtained in the amount of \$2 million. A \$3 million grant is currently under consideration by the U.S. Senate. The tentative apportionment is based on a 5-year average flow. The final apportionment of costs will be set at a public hearing scheduled for April 19, 2017, 10:00 a.m. at the Macomb County Public Works Office. Bonds will be sold for this project on May 16, 2017.

Mr. Kaszubski asked what agreement the sewer district communities were operating under for the current percentages assessed. Mr. Baker thought that the same methodology from a petition approved by the MID board in 2010 was being used. Mr. Acciavatti asked if a new percentage would be established in 2018 for the revolving flow. Mr. Baker explained that rates were set each year based on a 5-year revolving flow. The apportionment set for the 2017 bond is set for the life of the bond.

A motion to approve the resolution and set the public hearing for April 19, 2017 to adopt the final apportionment of costs was made by Mr. Smith, supported by Ms. Miller.

Ayes: Smith, Miller
Nays: None

Motion approved.

The next meeting will be held on April 10, 2017, 10:00 a.m. at the Macomb County Public Works Office.

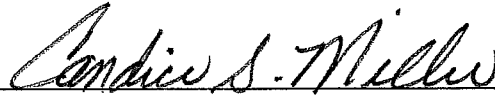
The meeting was adjourned on a motion by Mr. Smith, supported by Ms. Miller, and unanimously approved.



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 taken by the Intra-County Drainage District shown on the attached set of minutes, on March 27, 2017, 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: 3/28/17

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Bendzinski & Co.

municipal finance advisors

March 27, 2017

Ms. Candice S. Miller, Public Works Commissioner
County of Macomb
21777 Dunham Road
Clinton Township, MI 48036

RE: Macomb Interceptor Drain Drainage District, County of Macomb, State of Michigan-
Drainage District Refunding and Drain Bonds, Series 2017A

Dear Ms. Miller:

Bendzinski & Co. Municipal Finance Advisors would like to thank you for the opportunity to serve as the Registered Municipal Advisor for the issuance of the above referenced bond issue. This letter will confirm the terms of our engagement:

- Act on behalf of the Macomb Interceptor Drain Drainage District (the "Issuer") with a fiduciary duty, which shall include a duty of loyalty and a duty of care in accordance with the rules and regulations set forth by the Municipal Securities Rulemaking Board ("Board" or "MSRB") and the Securities and Exchange Commission ("SEC");
- If necessary, prepare with officials, the forms required by the Municipal Finance Division of the Michigan Department of Treasury;
- Prepare complete financial information in cooperation with officials and/or underwriter(s) in order to arrive at the amount of bonds to be sold;
- Prepare a time schedule, illustrating the steps necessary to issue the bonds for the project;
- With input from the Issuer, determine whether a private placement, competitive or a negotiated sale is the most beneficial to the issuance of the bonds depending on the selected bond issue type and current market conditions, and then develop a plan of finance;
- Prepare bond specifications for bond counsel including: interest rate limitations, redemption provisions and bidding parameters;
- Assist with the selection of registrar/transfer/paying and escrow agent, if necessary;
- Assist the Issuer with the selection of an underwriter or placement agent, if necessary;
- Prepare comprehensive Preliminary and Official Statements, or any other form of disclosure that may be required, outlining all the details of the proposed financing, based on information provided by Issuer, in accordance with the provisions of S.E.C. Rule 15c2-12;

615 Griswold Street • Suite 1225 • Detroit, MI 48226-3997
Telephone • (313) 961-8222
e-mail • rjb@bendzinski.com

Bendzinski & Co.

Ms. Candice S. Miller, Public Works Commissioner

County of Macomb

March 27, 2017

- If the Bonds are to be rated, advising and assisting with the selection of rating agencies. Preparation of materials to be provided to rating agencies. Developing strategies with officials for presentations and/or meetings with rating agencies;
- A representative of Bendzinski & Co. shall will review the bid(s) for compliance with the terms set forth by the Issuer;
- Provide a list of comparable bonds issues recently sold.
- Make recommendations as to the action to be taken with respect to bids submitted at time of sale;
- Review Bond Purchase Agreement and/or Sale Order;
- Prepare final closing memo, pricing numbers including the final debt service schedule, pricing summary, savings and sources and uses of funds based on final coupons and yields; and
- Usual and customary Registered Municipal Advisor services as may be requested by the Issuer.

Bendzinski & Co. proposes a fee of not to exceed \$125,000.00, for the new money and refunding issue.

If the refunding bonds are not issued, the fee will be \$85,000.00.

In addition to the above professional fee, the Issuer will be charged for all travel and out-of-pocket expenses including, but not limited to: postage, telephone, mileage, airfare, meals and lodging for attendance of meetings requested by the Issuer.

We believe this provides you with the outline of the services we provide. The Registered Municipal Advisor fee is contingent upon the closing and delivery of the bonds. Although this form of compensation may be customary, it presents a conflict because Bendzinski & Co. may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Issuer. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Bendzinski & Co. may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Bendzinski & Co. manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Issuer which require it to put the interests of the Issuer ahead of its own.

Bendzinski & Co. is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the MSRB. As part of this registration Bendzinski & Co. is required to disclose to the SEC information regarding any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Bendzinski & Co. Pursuant to MSRB Rule G-42, Bendzinski & Co. is required to disclose any legal or disciplinary event that is material to the Issuer's evaluation of Bendzinski & Co. or the integrity of its management or advisory personnel. Bendzinski & Co. has determined that no such event

Bendzinski & Co.

Ms. Candice S. Miller, Public Works Commissioner
County of Macomb
March 27, 2017

exists as there are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving Bendzinski & Co. that were required to be reported to the SEC.

Copies of Bendzinski & Co.'s filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page, which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Bendzinski & Co. or for our CIK number which is 1614475.

It is understood and agreed that either party to this contract of employment may terminate the contract for any reason upon thirty (30) days prior written notice to the other party. If our employment on this basis is agreeable to you, please endorse your acceptance hereof on this letter which will constitute our contract of employment.

Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

BENDZINSKI & CO.
Municipal Finance Advisors



Robert J. Bendzinski, CIPMA
President
Registered Municipal Advisor

Accepted: _____, 2017

MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT
COUNTY OF MACOMB, MI

By: _____
Candice S. Miller, Public Works Commissioner

MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT
AGENDA ITEM WORKSHEET

Meeting Date: Monday, April 10, 2017
Name of Project: 15 Mile Interceptor Collapse
Resident Address: 34980 Eberlein, Fraser, MI 48026
Resident Name: Jerome and Susan Albu

Case Synopsis: This is a request for the MIDDD's review and approval of the enclosed Offer to Purchase and Statement of Compensation for Real Property only as a final purchase agreement. This is the first condemned home on Eberlein, adjacent to 15 Mile Road. The MIDDD Board previously approved and authorized an offer to acquire the Albu home for \$260,000, plus the 25% increase and the real estate tax proration reimbursement pursuant to the Michigan Uniform Condemnation Procedures Act ("MUCPA"), for a total of \$331,371.50. The Albu's accepted the offer and signed the offer sheet which is enclosed.

The Albu's have also sought reimbursement of their attorney fees of \$13,275.00 based on the enclosed legal bill. Reasonable attorney fees are compensable under the MUCPA, MCL 213.66.

This proposed agreement also binds the MIDDD to pay such costs that will be incurred at closing, including payment of all closing costs, title commitment, transfer taxes and a proration of real property taxes and utilities as of December 24, 2017, the date this home was condemned. The MIDDD will also pay interest incurred from the date of taking through the date of closing. The MIDDD is obligated to pay such expenses under the MUCPA.

Recommendation: Approve the enclosed Macomb Interceptor Drain Drainage District Offer to Purchase and Statement of Compensation for Real Property only, as a final purchase agreement, and authorize Aloia & Associates to proceed to close on the transaction. Also approve payment of the Albu's attorney fees in the amount of \$13,275.00, payable to "Frank A. Guido, Esq."

MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT

**OFFER TO PURCHASE
and
STATEMENT OF COMPENSATION FOR REAL PROPERTY ONLY**

To: Jerome and Susan Albu
34980 Eberlein
Fraser, MI 48026

Property Address: 34980 Eberlein
Fraser, MI 48026

The Macomb Interceptor Drain Drainage District ("MIDDD"), hereby offers the owners and other signed parties ("Owners") who may have an interest in the real property legally described in **Addendum A** ("Property"), to acquire the Property for the total sum of **Three Hundred Thirty-One Thousand Six Hundred Ninety Eight and 85/100 (\$331,698.85) Dollars**, which has been estimated to be just compensation based on the fair market value of the Property, subject to the terms and conditions stated herein as follows:

GOOD FAITH OFFER:

- (a) Identification of the real property to be acquired:

See legal description on **Addendum A** attached hereto and incorporated as part of this document by reference.

- (b) Type of interest being acquired: FEE SIMPLE PURCHASE (Total Take Acquisition)
(c) Identification of improvements including fixtures which are to be acquired, if any:

-
- (d) Good Faith Offer amount breakdown:

1. LAND OR IMPROVEMENTS	\$ 260,000.00
2. 25% INCREASE PURSUANT TO MCL 213.23(5)	\$ 65,000.00
3. MCL 213.55(6) tax payment	\$ 6,698.85
4. TOTAL	\$ 331,698.85

(e) Additional Terms and Conditions:

MCL 213.23 requires that the amount of compensation made and determined for the taking of an individual's principal residence shall not be less than 125% of that person's fair market value. This Good Faith Offer is intended to pay the Property owner 125% of the fair market value of the property, but does not include or resolve any other item that may be compensable under the Michigan Uniform Condemnation Procedures Act ("MUCPA") or any other law unless otherwise specified herein.

MCL 213.55 (6) of the MUCPA further provides that an additional amount of money shall be paid to Owners, if the property being taken is a principal residence for which exemption is granted under section 7cc of the general property tax act, MCL 211.7cc. "The additional amount shall be determined by subtracting the taxable value from the state equalized value, multiplying that amount by the total property tax millage rate applicable to the property taken, and multiplying that result by the number of years the owner or owners have owned the principal residence, but not more than five years." The Owners have owned the Property more than 5 years, therefore the statutory formula applicable here is:

2016 State Equalized Value: \$108,202

2016 Taxable Value: \$80,718

$\$108,202 (-) \$80,718 = \$27,484$

$\$27,484 \times 2016 \text{ millage rate } [.0487472] = \$1,339.77$

$\$1,339.77 \times 5 \text{ years} = \underline{\$6,698.85}$

Also, see Addendum B – Miscellaneous Terms and Conditions

The authorized MIDD Representative's signature below under **VERIFICATION OF OFFER** is for the verification that the Good Faith Offer for Real Property Only has been made to you pursuant to the Michigan Uniform Condemnation Procedures Act. Your receipt or rejection of this offer does not prejudice your right to have the final amount determined through condemnation proceedings in the event you do not accept the offer.

Your signature below under **ACCEPTANCE OF OFFER** is intended to act as acceptance of the terms hereof by Owners, and shall result in a binding agreement of sale of the Property ("Final Agreement") effective upon the delivery of your signature below to MIDD. The Final Agreement will be deemed a resolution of any and all claims that you may have had under the Michigan Condemnation Procedures Act related to condemnation of the Real Property only, unless this agreement is amended in a writing signed by all parties to the Final Agreement. The Final Agreement shall not be deemed a resolution of Owner's reserved claims served pursuant to MCL 213.55 (3) or any other reserved claims as set forth in Addendum B, paragraph 3.

I CERTIFY THAT, on this _____ day of March, 2017 a copy of this document and a copy of the written appraisal showing the basis for the amount established as estimated just compensation were delivered to me by the undersigned authorized MIDD Representative.

VERIFICATION OF OFFER:

Dated: _____

Candice S. Miller
By: Candice S. Miller
Its: Authorized MIDD Representative

ACCEPTANCE OF OFFER:

Dated: _____

By: Jerome Albu

Dated: _____

By: Susan E. Albu

MIDD:

Dated: _____

By: Candice S. Miller
Its: Authorized MIDD Representative

Owner or Representative

VERIFICATION OF OFFER:

Dated: _____

By: Candice S. Miller
Its: Authorized MIDD Representative

ACCEPTANCE OF OFFER:

Dated: 3/22/17

Jerome Albu

By: Jerome Albu

Dated: 3/22/17

Susan E. Albu

By: Susan E. Albu

MIDD:

Dated: _____

By: Candice S. Miller
Its: Authorized MIDD Representative

ADDENDUM A

LEGAL DESCRIPTION

The following described premises situated in the City of Fraser, County of Macomb, and State of Michigan, and being more particularly described as follows:

Lot 1, WHISPERING PINES SUBDIVISION, according to the plat thereof as recorded in Liber 124, Pages 29 and 30 of Plats, Macomb County Records.

Commonly known as: 34980 Eberlein, Fraser, Michigan
Parcel ID No. 11-31-102-010

ADDENDUM B

MISCELLANEOUS TERMS AND CONDITIONS

1. MUCPA. This Good Faith Offer for Real Property only is made to Owners by MIDDD pursuant to the Michigan Condemnation Procedures Act. If you believe that this Good Faith Offer does not include one or more items of compensable damage to the Real Property for which you intend to claim a right to just compensation, the Owners shall, for each item, file a written claim with MIDDD within ninety (90) days of the date of this offer. This claim shall provide sufficient information and detail to enable MIDDD to evaluate the validity of the claim and to determine its value. It is acknowledged hereby that Owners have filed claims for compensable damages, statutory benefits, expenses and reasonable attorney fees, as referenced in paragraphs 3 and 4 hereinafter. MCL 213.23 requires that the amount of compensation made and determined for the taking of an individual's principal residence shall not be less than 125% of that person's fair market value. MCL 213.55 (6) provides that an additional amount of money shall be paid to Owners, if the property being taken is a principal residence for which exemption is granted under section 7cc of the general property tax act, MCL 211.7cc. This Good Faith Offer is intended to pay the Property owner 125% of the fair market value of the property, but does not include or resolve any other item that may be compensable under the Michigan Uniform Condemnation Procedures Act or any other law unless otherwise specified herein.

If the Owners and MIDDD are unable to agree upon the terms of the acquisition of the Property within ninety (90) days after receiving this Good Faith Offer to purchase the Property, MIDDD may file a complaint for the acquisition of property in the Macomb County Circuit Court.

The Closing of the sale of the Property shall take place within thirty (30) days of the MIDDD's formal approval of an Agreement with the Owners for the sale of the Property, which shall take place no later than thirty (30) days from the date the Owner's signature.

2. PROPERTY TAX AND UTILITY PRORATION AND DISCHARGE OF LIENS.

MIDDD will act as an escrow agent in closing this sale. All taxes, assessments and liens which have become an encumbrance upon the Property, whether recorded or not recorded, at the date of this agreement, shall be paid by the Owners, subject to the following terms in this paragraph. For fee takings, current taxes, if any, shall be prorated and adjusted as of the date of taking which is December 24, 2016, in accordance with the DUE date basis of the municipality or taxing unit in which the Property is located. For purposes of this agreement, all real property taxes are to be considered paid in advance. Statutory interest, rents, electric bill, gas bill and water bill shall also be prorated and adjusted as of the date of taking and paid at closing. MIDDD will be responsible for the payment for any and all transfer taxes and recording fees applicable to close this transaction.

Furthermore, the Owners understand that MIDDD has acquired this fee simple interest with the expectation that it will use it to the fullest extent for demolition purposes and will have first priority over all other liens and encumbrances on the Property. The Owners' lender(s) and/or lien holders may have priority over the claim of any funds the Owners may receive as a result of this purchase and the MIDDD reserves the right to deduct and distribute the just compensation funds in whole or in part to Owners' mortgage lender(s), and/or lien holders, as well as any taxing authorities who have a lien on the property in the amount necessary to discharge or subordinate their liens on the Property.

3. **RESERVATION OF OTHER CLAIMS.** This Offer to Purchase and Statement of Compensation for Real Estate Only, only addresses the MIDD's acquisition of the Property under the MUCPA. The Owners served a notice to the MIDD of other claims pursuant to MCL 213.55, and specifically preserve the right to continue to assert the following claims under the MUCPA until resolution by the MIDD and Owners:

- A. MCL 213.55(1): Reasonable and necessary moving expenses for moving the Owners personal property not more than 50 miles, not to exceed \$5,250.00 pursuant to MCL 213.352;
- B. MCL 213.55(1) and MCL 213.59(7): Compensable expenses and damages relating to the relocation to a comparable replacement dwelling, for a period not to exceed 180 days from the date the moving expenses are paid;
- C. MCL 213.59(5): Payment of the escrow before the final dispossession of the Property;
- D. MCL 213.66 and MCL 213.69: Reasonable attorney fees and reimbursable expert fees;
- E. MCL 213.68: Reimbursement of reasonable expenses incurred;
- F. Loss of use of the property since December 24, 2016;
- G. Loss or damage to personal property that remained in the Property as of December 24, 2016 that is not recoverable or removable, or which has not been removed by the Owners since that date. In addition, personal property that has been recovered or removed on and after December 24, 2016, that was damaged as a direct result of the taking of property.
- H. Damages and expenses for past, present and future loss of use of the property, including, but not limited to: lodging (with pet), food allowance and mileage.
- I. Any other item that may be compensable under the Michigan Uniform Condemnation Procedures Act or other law that are not addressed by this Offer or resolved by the acceptance of this Offer.

The MIDD does not admit any liability to these claims and reserves the right to raise any defenses to these remaining claims which may be available to the MIDD by law.

4. **ENTIRE AGREEMENT.** Upon the signature of all of the necessary parties, this Offer and Acceptance shall be deemed a Final Agreement between the parties with respect to the MIDD's Offer to Purchase and Statement of Compensation for Real Estate Only. This Agreement only addresses the MIDD's acquisition of the Property under the MUCPA, and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. This Agreement shall only be modified or amended by a writing signed by each party to be charged. . The Final Agreement shall not be deemed a resolution of Owner's reserved claims served pursuant to MCL 213.55 (3) or any other reserved claims as set forth in Addendum B, paragraph 3.

5. **APPLICABLE LAWS.** This Agreement is governed by the laws of the State of Michigan. Any actions concerning the Offer or a Final Agreement must be filed in the Courts having jurisdiction in Macomb County, Michigan.

6. **COUNTERPARTS AND COPIES.** The Final Agreement may be executed in counterparts, each of which shall be deemed an original but together they shall constitute one and the same instrument, and emailed and/or facsimile signatures shall be treated the same as the original signatures for all purposes.

7. **NOTICE.** All notices and other communications under this Offer or Final Agreement under an eventual Final Agreement, shall be in writing and shall be effective (a) upon actual delivery if presented personally or if sent by certified or registered mail, postage prepaid, return receipt requested, and (b) five (5) business days following the deposit first class in the United States mail, to the following addresses:

OWNERS: Jerome & Susan E. Albu
c/o Frank A. Guido, Esq.
27056 Joy Road
Redford, MI 48239

MIDDD: Benjamin J. Aloia, Esq.
Aloia & Associates, P.C.
48 S. Main Street, Suite 3
Mount Clemens, MI 48043

and

Macomb Interceptor Drain Drainage District
c/o Candice S. Miller
Macomb County Public Works Commissioner
21777 Dunham Road
Clinton Township, MI 48036

8. **EFFECTIVE DATE.** The Effective Date of any Offer shall be effective as of the date signed by the Authorized Representative of the MIDDD. The effective date of the Acceptance of any Offer is the date signed by the Owners and required signatories of this Agreement.

9. **SUCCESSORS AND ASSIGNS.** This Agreement binds and benefits the parties' successors and assigns to the Property. The Owners may not assign their interest in this Offer or the Final Agreement unless they receive permission from the MIDDD in writing.

LAW OFFICE
FRANK A. GUIDO

REDFORD OFFICE:
27066 JOY ROAD
REDFORD, MICHIGAN 48239-1949

P.O.A.M, GENERAL COUNSEL
(313) 937-9000
FAX (313) 937-9165

DEARBORN OFFICE:
544 MERIDAN
DEARBORN, MICHIGAN 48124

March 29, 2017

Jerome and Sue Albu
34980 Eberlein
Fraser, MI. 48206

Re: Statement of Account: 12/26/16 to 03/29/17

FOR PROFESSIONAL SERVICES RENDERED:

12/26/16	Preparation for and attendance at public meeting; travel to and from Fraser public meeting; on-site viewing of the premises	6.3
12/27/16 to 12/31/16	Review possible claims for inverse condemnation and government tort liability; telephone calls; insurance policy review	3.2
01/01/17	Preparation of claim against MIDDD and other governmental entities	4.1
01/03/17	Finish MIDDD claim; transmittal for review and approval	1.7
01/04/17	Telephone calls with insurance company regarding subrogation; research; telephone calls with the Media; emails	1.8
01/09/17	Email review; preparation of response; modification of MIDDD claim; CMRRR transmittal and email filing of claim	1.3
01/11/17	Telephone call with Joe Denay—Citizens Insurance	0.3
01/16/17	Review of emails and telephone call with MIDDD attorney; email summary	0.3
01/17/17	Telephone call with client to discuss MIDDD Condemnation claim and process	0.3
01/21/17	Review Citizen response to claim; email to client	0.4
01/27/17	Telephone call to MIDDD attorney; email summary	0.2

Jerome and Sue Albu
 March 29, 2017
 Page 2

01/30/17	Telephone call with MIDD D attorney; email summary to client	0.5
02/03/17	Telephone call with the MIDD D Appraiser	0.3
02/05/17	Review form information requested by the Appraiser	0.2
02/07/17	Review completed form; changes to form; transmit to MIDD D Appraiser	0.4
02/10/17 to 02/13/17	Telephone call with Trident Insurance representing City of Fraser	0.4
02/22/17	Telephone call to Appraiser; email to MIDD D attorney; research entitlement to moving expenses	0.8
02/23/17	Review email exchange with MIDD D attorney; prepare multiple email responses; prepare lodging and storage agreements and invoices	3.2
02/28/17	Email exchange with MIDD D attorney to schedule meeting	0.2
03/01/17	Telephone call with MIDD D attorney	0.2
03/02/17	Review client claims for loss of personal property and loss of use; revisions and modifications to claims reviewed; email responses; telephone call with client; review MIDD D attorney documents with offer to purchase and right of entry, possession and use	3.8
03/03/17	Email to Albu with summary of offer and right of entry documents; Prepare response to offer and right of entry documents including additional claim pursuant MUCPA	4.3
03/05/17	Revise draft of response to MIDD D and additional MIDD D claim; transmit to client for approval	1.1
03/06/17	Review email exchange concerning response; assemble and transmit response document with additional claim; research property tax issue under MUCPA; preparation for meeting with the MIDD D attorney	4.2
03/07/17	Meeting with MIDD D attorney and client to discuss offer and right of entry documents, personal property loss issues and loss of use expenses; travel to/from meeting	4.8

Jerome and Sue Albu
March 29, 2017
Page 3

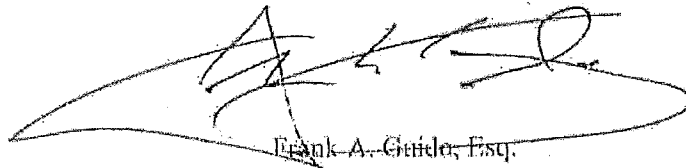
03/08/17	Review modified MIDD offer and right to entry documents; preparation of 1 st revision in response; transmittal of response	3.7
03/13/17	Telephone with MIDD attorney regarding settlement; email exchange with client	0.2
3/21/17	Review MIDD revised Offer to Purchase and Right of Entry documents; transmit to Albu for review; email to MIDD attorney; prepare Albu second revision to Offer to Purchase and Right of Entry; transmit to MIDD attorney and Albu	2.9
3/22/17	Review MIDD attorney revisions of documents; transmit to Albu; review email; transmit email response to MIDD attorney; telephone call with MIDD attorney; emails to Albu and to MIDD attorney regarding resolution	1.6
3/29/17	Review additional personal property damage claims to be filed with MIDD; transmit additional claims to MIDD with email	<u>0.4</u>
	TOTAL HOURS	53.1

53.1 hours at \$250.00 per hour. Balance Due:

\$13,275.00

Very truly yours,

LAW OFFICE OF FRANK A. GUIDO



Frank A. Guido, Esq.

MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT
AGENDA ITEM WORKSHEET

Meeting Date: Monday, April 10, 2017

Name of Project: 15 Mile Interceptor Collapse

Resident Address: 34960 Eberlein, Fraser, MI 48026

Resident Name: Salam Tobiya and Tammetrice Smith

Case Synopsis: This is a request for the MIDDD's review and approval of the enclosed Offer to Purchase and Statement of Compensation for Real Property only. This is the second condemned home on Eberlein, adjacent to the Albu residence. The MIDDD Board previously approved and authorized an offer to acquire the Tobiya/Smith home for \$260,000, plus the 25% increase and the real estate tax proration reimbursement pursuant to the Michigan Uniform Condemnation Procedures Act ("MUCPA"), for a total of \$331,371.50.

Smith and Tobiya countered to increase the purchase by \$15,000, plus the payment of their attorney fee of \$5,000. The enclosed offer sheet was adjusted to match the counter-offer with the understanding that this purchase is subject to the MIDDD Board's consideration and approval. Tobiya and Smith have signed the amended offer form. We are recommending approval of this counter-offer to finalize the purchase for the real estate only for a total of \$346,371.50, plus a \$5,000 attorney fee. Reasonable attorney fees are compensable under the MUCPA, MCL 213.66.

This proposed agreement also binds the MIDDD to pay such costs that will be incurred at closing, including payment of all closing costs, title commitment, transfer taxes and a proration of real property taxes and utilities as of December 24, 2017, the date this home was condemned. The MIDDD will also pay interest incurred from the date of taking through the date of closing. The MIDDD is obligated to pay such expenses under the MUCPA.

Recommendation: Approve the enclosed Macomb Interceptor Drain Drainage District Offer to Purchase and Statement of Compensation for Real Property only, as a final purchase agreement, and authorize Aloia & Associates to proceed to close on the transaction.

**MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT
OFFER TO PURCHASE
and
STATEMENT OF COMPENSATION FOR REAL PROPERTY ONLY**

To: Salam Tobiya and Tammetrice Smith
3986 Heavenly Lane
Warren, MI 48092

Property Address: 34960 Eberlein
Fraser, MI 48026

The Macomb Interceptor Drain Drainage District ("MIDDD"), hereby offers the owners and other signed parties ("Owners") who may have an interest in the real property legally described in Addendum A ("Property"), to acquire the Property for the total sum of Three Hundred Thirty-One Thousand Three Hundred and Seventy One and 50/100 (\$346,371.50) Dollars, which has been estimated to be just compensation based on the fair market value of the Property, subject to the terms and conditions stated herein as follows:

GOOD FAITH OFFER:

(a) Identification of the real property to be acquired:

See legal description on Addendum A attached hereto and incorporated as part of this document by reference.

(b) Type of interest being acquired: FEE SIMPLE PURCHASE (Total Take Acquisition)

(c) Identification of improvements including fixtures which are to be acquired, if any:

(d) Good Faith Offer amount breakdown:

1. LAND OR IMPROVEMENTS	\$ 272,000.00
2. 25% INCREASE PURSUANT TO MCL 213.23(5)	\$ 68,000.00
3. MCL 213.55(6) tax payment	\$ 6,371.50
4. TOTAL	\$ 346,371.50

MIDDD shall also pay a \$5,000 statutory attorney fee to Ackerman & Dyknowski at Closing.

VERIFICATION OF OFFER:

Dated: _____


By: Candice S. Miller
Its: Authorized MIDD Representative

ACCEPTANCE OF OFFER:

Dated: 3-31-17


By: Salam Toblya

Dated: 3-31-17

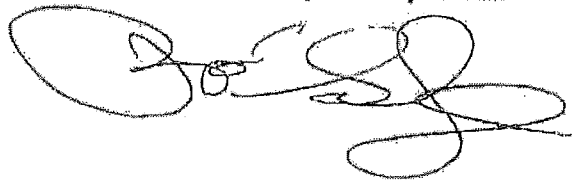

By: Tammehrice Smith

MIDD:

Dated: _____

By: Candice S. Miller
Its: Authorized MIDD Representative

PATRICIA E. SELVIDGE
Notary Public, State of Michigan, County of Macomb
My Commission Expires February 27, 2020
Acting in the County of Macomb



ADDENDUM A

LEGAL DESCRIPTION

The following described premises situated in the City of Fraser, County of Macomb, and State of Michigan, and being more particularly described as follows:

Lot 2, WHISPERING PINES SUBDIVISION, according to the plat thereof as recorded in Liber 124, Pages 29 and 30 of Plats, Macomb County Records.

Commonly known as: 34960 Eberlein, Fraser, Michigan
Parcel ID No. 11-31-102-011

ADDENDUM B

MISCELLANEOUS TERMS AND CONDITIONS

1. MUCPA. This Good Faith Offer for Real Property only is made to Owners by MIDDD pursuant to the Michigan Condemnation Procedures Act. If you believe that this Good Faith Offer does not include one or more items of compensable damage to the Real Property for which you intend to claim a right to just compensation, the Owners shall, for each item, file a written claim with MIDDD within ninety (90) days of the date of this offer. This claim shall provide sufficient information and detail to enable MIDDD to evaluate the validity of the claim and to determine its value. MCL 213.23 requires that the amount of compensation made and determined for the taking of an individual's principal residence shall not be less than 125% of that person's fair market value. This Good Faith Offer is intended to pay the Property owner 125% of the fair market value of the property, but does not include or resolve any other item that may be compensable under the Michigan Uniform Condemnation Procedures Act or any other law unless otherwise specified herein.

If the Owners and MIDDD are unable to agree upon the terms of the acquisition of the Property within ninety (90) days after receiving this Good Faith Offer to purchase the Property, MIDDD may file a complaint for the acquisition of property in the Macomb County Circuit Court.

2. PROPERTY TAX AND UTILITY PRORATION AND DISCHARGE OF LIENS. MIDDD will act as an escrow agent in closing this sale. All taxes, assessments and liens which have become an encumbrance upon the Property, whether recorded or not recorded, at the date of this agreement, shall be paid by the Owners, subject to the following terms of this paragraph. For fee takings, current taxes, if any, shall be prorated and adjusted as of the date of taking which is December 24, 2016, in accordance with the DUE date basis of the municipality or taxing unit in which the Property is located. For purposes of this agreement, all real property taxes are to be considered paid in advance. Statutory interest, rents, electric bill, gas bill and water bill also shall be prorated and adjusted as of the date of taking and paid at closing. MIDDD will be responsible for the payment for any and all transfer taxes and recording fees applicable to close this transaction.

Furthermore, the Owners understand that MIDDD has acquired this fee simple interest with the expectation that it will use it to the fullest extent for demolition purposes and will have first priority over all other liens and encumbrances on the Property. The Owners' lender(s) and/or lien holders may have priority over the claim of any funds the Owners may receive as a result of this purchase and the MIDDD reserves the right to deduct and distribute the just compensation funds in whole or in part to Owners' mortgage lender(s), and/or lien holders, as well as any taxing authorities who have a lien on the property in the amount necessary to discharge or subordinate their liens on the Property.

3. NOTICE OF RESERVATION OF RIGHTS. MIDDD gives notice that it reserves its rights to bring a federal or state cost recovery action against the present owners, or any other potentially responsible parties, arising out of a release of hazardous substances on or under the Property.

4. ENTIRE AGREEMENT. Upon the signature of all of the necessary parties, this Offer and Acceptance shall be deemed a Final Agreement between the parties with respect to the MIDDD's Offer to Purchase and Statement of Compensation for Real Estate Only, only addresses the MIDDD's acquisition of the Property under the MUCPA, and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. This Agreement shall only be modified or amended by a writing signed by each party to be charged.

5. **APPLICABLE LAWS.** This Agreement is governed by the laws of the State of Michigan. Any actions concerning the Offer or a Final Agreement must be filed in the Courts having jurisdiction in Macomb County, Michigan.

6. **COUNTERPARTS AND COPIES.** The Final Agreement may be executed in counterparts, each of which shall be deemed an original but together they shall constitute one and the same instrument, and emailed and/or facsimile signatures shall be treated the same as the original signatures for all purposes.

7. **NOTICE.** All notices and other communications under this Offer or Final Agreement under an eventual Final Agreement, shall be in writing and shall be effective (a) upon actual delivery if presented personally or if sent by certified or registered mail, postage prepaid, return receipt requested, and (b) five (5) business days following the deposit first class in the United States mail, to the following addresses:

OWNERS: Salam Tobiya & Tammetrice Smith
c/o Darius W. Dynkowski, Esq.
Ackerman, Ackerman & Dynkowski
100 W. Long Lake Road, Suite 210
Bloomfield Hills, MI 48304

MIDDD: Benjamin J. Aloja, Esq.
Aloja & Associates, P.C.
48 S. Main Street, Suite 3
Mount Clemens, MI 48043

and

Macomb Interceptor Drain Drainage District
c/o Candice S. Miller
Macomb County Public Works Commissioner
21777 Dunham Road
Clinton Township, MI 48036

8. **EFFECTIVE DATE.** The Effective Date of any Offer shall be effective as of the date signed by the Authorized Representative of the MIDDD. The effective date of the Acceptance of any Offer is the date signed by the Owners and required signatories of this Agreement.

9. **SUCCESSORS AND ASSIGNS.** This Agreement binds and benefits the parties' successors and assigns to the Property. The Owners may not assign their interest in this Offer or the Final Agreement unless they receive permission from the MIDDD in writing.

(e) Additional Terms and Conditions:

MCL 213.23 requires that the amount of compensation made and determined for the taking of an individual's principal residence shall not be less than 125% of that person's fair market value. This Good Faith Offer is intended to pay the Property owner 125% of the fair market value of the property, but does not include or resolve any other item that may be compensable under the Michigan Uniform Condemnation Procedures Act or any other law unless otherwise specified herein.

MCL 213.55 (6) of the MUCPA further provides that an additional amount of money shall be paid to Owners, if the property being taken is a principal residence for which exemption is granted under section 7cc of the general property tax act, MCL 211.7cc. "The additional amount shall be determined by subtracting the taxable value from the state equalized value, multiplying that amount by the total property tax millage rate applicable to the property taken, and multiplying that result by the number of years the owner or owners have owned the principal residence, but not more than five years." The Owners have owned the Property more than 5 years, therefore the statutory formula applicable here is:

2016 State Equalized Value: \$107,412

2016 Taxable Value: \$81,271

$\$107,412 (-) \$81,271 = \$26,141$

$\$26,141 \times 2016 \text{ millage rate } [.0487472] = \$1,274.30$

$\$1,274.30 \times 5 \text{ years} = \underline{\$6,371.50}$

Also, see Addendum B – Miscellaneous Terms and Conditions

The authorized MIDDD Representative's signature below under **VERIFICATION OF OFFER** is for the verification that the Good Faith Offer for Real Property Only has been made to you pursuant to the Michigan Uniform Condemnation Procedures Act. Your receipt or rejection of this offer does not prejudice your right to have the final amount determined through condemnation proceedings in the event you do not accept the offer.

Your signature below under **ACCEPTANCE OF OFFER** is intended to act as acceptance of the terms hereof by Owners, and shall result in a binding agreement of sale of the Property ("Final Agreement") effective upon the delivery of your signature below to MIDDD. The Final Agreement will be deemed a resolution of any and all claims that you may have had under the Michigan Condemnation Procedures Act related to condemnation of the Real Property only, unless this agreement is amended in a writing signed by all parties to the Final Agreement.

I CERTIFY THAT, on this 31 day of March, 2017 a copy of this document and a copy of the written appraisal showing the basis for the amount established as estimated just compensation were delivered to me by the undersigned authorized MIDDD Representative.



Owner or Representative

MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT
AGENDA ITEM WORKSHEET

Meeting Date: Monday, April 10, 2017
Name of Project: 15 Mile Interceptor Collapse
Resident Address: 34781 Eberlein, Fraser, MI 48026
Resident Name: Marvin and Karen Harris

Case Synopsis: This is a request for the MIDDD's review and approval of the Harris family reimbursement total amount of \$24,949.30, relating to their sewer backup remediation and rehabilitation expenses. Expenses related to lodging, food, mileage, utilities and miscellaneous expenses totaled under \$10,000, and were administratively approved by Commissioner Miller pursuant to this Board's previous resolution. However, the Harris family experienced a sewer backup which resulted in significant water damage to their fully finished basement. Sewer backup remediation and rehabilitation expenses include reimbursement for damaged furniture items, construction and drywall work by Home Pro Construction Services LLC, restoration and cleaning services by Motor City Steam Team and new carpet. Three different quotes were provided for carpet and we averaged the amounts together to provide one reimbursement amount for carpet.

Recommendation: Approve the Harris family reimbursement amount of \$24,949.30 sewer backup remediation and rehabilitation expenses and authorize Aloia & Associates to proceed to finalize he claim.

THE CARPET GUYS

Marvin & Karen Harris
 34781 Eberlein
 Fraser, MI 48026



OPTION 1 STYLE/COLOR	OPTION 2 STYLE/COLOR	OPTION 3 STYLE/COLOR
Creating Nature	Creating Nature	

FULL SERVICE RETAIL PRICE

\$10,066

\$9,184

COUPON

\$675

\$675

SUB TOTAL

\$9,391

\$8,509

SPECIALS

- AUTO*
- MILITARY*
- TEACHER*
- SENIOR CITIZEN*
- OTHER (LIST)

email

\$200

\$200

THE CARPET GUYS PRICE

\$9,191

\$8,309

PRICE INCLUDES:

car service

car service

DESIGN CONSULTANT NAME / NUMBER

Bremen

ROOMS INCLUDED / ADDITIONAL NOTES:

3rd 535 - 1260

248-291-5920

*PRICES SUBJECT TO CHANGE WITHOUT NOTICE *SPECIAL OFFERS AND COUPONS SUBJECT TO EXPIRE BASED ON SUPPLIES

SAH - 21332

CONDITIONAL SALES CONTRACT

World of Floors
43665 Ulita Road, Sterling Heights, MI 48314
(586) 353-1790

INS CPU DEL

SOLD TO (LAST NAME)		FIRST NAME		HOME PHONE		CELL PHONE		DATE		SALES PERSON 1		SALES PERSON 2	
ADDRESS		CITY		STATE		ZIP		E-MAIL		SALES PERSON 1		SALES PERSON 2	
DELIVER ADDRESS		CITY		STATE		ZIP		E-MAIL		SALES PERSON 1		SALES PERSON 2	
CARTON #		QUANTITY		UNIT PRICE		TOTAL PRICE		TAXES		TOTAL		TOTAL	
1		380		SHEET		1380							
2		364		SHEET		1380							
3													
4													
5													

IMPORTANT - TOTAL PRICE SUBJECT TO MEASURE. This sale is subject to the terms and conditions appearing herein and on the reverse side which the buyer acknowledges reading and agrees to be bound by all terms and conditions, and there are no written or spoken understandings, changing or modifying any of the terms of this agreement. After site measurement, customer agrees that verbal confirmation of changed prices shall be binding.

World of Floors can engage independent installation contractors for you, but it must be part of this written agreement. Expert installation contractors will do a professional job, quickly, efficiently and with least possible inconvenience to you. Before the installers arrive, we suggest you remove glassware, lamps and any fragile items or art objects from rooms to be installed. If you currently have floor covering on the floor, please remove it, unless you've arranged for the installer to remove it and it is included as part of this written sales agreement. Plan to be home on the date of your installation, as a specific arrival time cannot be scheduled. Should a condition exist or be found at the site of installation which was not readily apparent at time of purchase or measure, this order may be modified to increase or decrease the purchase price to rectify the condition.

Unless otherwise indicated, this is a C.O.D. order, payment in cash or by certified check must be given to either driver or installer at the time of delivery and before installation. Credit Card C.O.D.'s will be processed the business day before your installation.

If you have any concerns during or after your installation, please call (586) 353-1790.

As part of this written sales agreement World of Floors guarantees installations for life of carpet. This guarantee is applicable to installations of a permanent nature. This excludes tape-down, loose-lay or form fit installations which will be done only at the customer's responsibility.

ALL FLOOR INSTALLATIONS: We cannot be responsible for problems arising from underlayment not installed by us or customer's original base floor. **This order is not effective until approved by management.**

LINE	QTY	TYPE	LINE	QTY
1	1	FURNITURE (NO ACCESSORIES)	1	1
2	1	OTHER	2	1
3	1	FRANK SUPPLEMENT WHEELBY	3	1
4	1	APPLIANCES (NOT IN INVENTORY)	4	1
5	1	TOILET (REPAIR & REINSTALL)	5	1
6	1	OTHER	6	1
7	1	HARD SURFACE / PREF	7	1
8	1	SUB FLOOR	8	1
9	1	UNDER FLOOR	9	1
10	1	EMBROIDERING LEISLER	10	1
11	1	OTHER	11	1

Cost to deposit 50% of total before item/measure order

CONTRACT TOTAL		\$ 4840.00
DEPOSIT		\$ 20.00
METHOD		CHECK <input checked="" type="checkbox"/> CASH <input type="checkbox"/> E/F <input type="checkbox"/>
C.O.D.		\$ 4820.00
METHOD		CHECK <input type="checkbox"/> CASH <input type="checkbox"/> E/F <input type="checkbox"/>
MEASURE DATE		2/12/17
APPROX. INSTALL DATE		current

CHECK LIST #

CUSTOMER SIGNATURE

WHITE - OFFICE COPY PINK - CUSTOMER COPY CANARY - CONTRACTOR COPY HARD COPY - FOLDER

HOME PRO CONSTRUCTION SERVICES LLC
586-665-2200

Estimate

Bill To:
Marvin Harris
34871 Eberlein dr
Fraser, MI 48026

Date	Invoice No.	P.O. Number	Terms	Project
03/26/17	6978			

Item	Description	Quantity	Rate	Amount
Drywall	Install 1806 bf drywall 2Ft perimeter basement, level 4 finish, tape finish sand.	1,806	1.70	3,070.20
Trim	Install base molding and door casing throught basement. 1204 lf.	1,204	2.15	2,588.60
Paint	Prime new drywall, 2 coats paint on walls, Caulk fill holes 2 coats on trim	1	3,300.00	3,300.00
			0.00	0.00
			Total	\$8,958.80



Motor City Steam Team

35009 Automation Drive
Clinton Township Michigan 48035
Office: 248-3828-Fix
Fax: 248-545-5622

Client: Marvin
Property: 34781 Eberlein Drive
Fraser, MI 48026

Operator: COLE

Type of Estimate: Sewage

Date Entered: 1/23/2017

Date Assigned:

Price List: MILA8X JAN17

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2017-01-23-1318

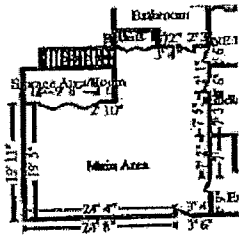


Motor City Steam Team

35009 Automation Drive
 Clinton Township Michigan 48035
 Office: 248-3828-Fix
 Fax: 248-545-5622

2017-01-23-1318

Basement



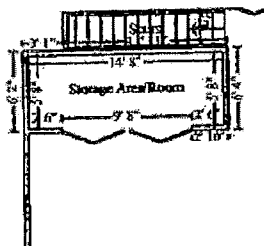
Main Area

Height: 8'

919.34 SF Walls
 1,646.88 SF Walls & Ceiling
 80.84 SY Flooring
 117.92 LF Ceil. Perimeter

727.55 SF Ceiling
 727.55 SF Floor
 114.92 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	3' X 8'		TAX	TOTAL
			REPLACE	Opens into STAIRS		
Missing Wall						
Structure Mitigation						
1. Content Manipulation charge - per hour	15.00 HR	0.00	33.50		0.00	502.50
<i>Moving contents to remove carpet and clean floor</i>						
2. Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water	727.55 SF	0.95	0.00		3.06	694.23
3. Tear out wet drywall, cleanup, bag, per LF - up to 2' tall	86.19 LF	2.41	0.00		2.02	209.74
4. Tear out and bag wet insulation	172.38 SF	0.53	0.00		0.72	92.08
5. Tear out baseboard	114.92 LF	0.31	0.00		0.00	35.63
6. Clean the floor with pressure steam	727.55 SF	0.00	0.67		6.98	494.44
7. Apply plant-based anti-microbial agent	727.55 SF	0.00	0.18		1.75	132.71
Totals: Main Area					14.53	2,161.33



Storage Area/Room

Height: 8'

324.00 SF Walls
 406.27 SF Walls & Ceiling
 9.14 SY Flooring
 40.50 LF Ceil. Perimeter

82.27 SF Ceiling
 82.27 SF Floor
 40.50 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Structure Mitigation					
8. Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water	82.27 SF	0.95	0.00	0.35	78.51



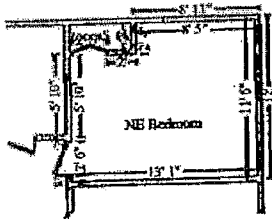
Motor City Steam Team

35009 Automation Drive
 Clinton Township Michigan 48035
 Office: 248-3828-Fix
 Fax: 248-545-5622

CONTINUED - Storage Area/Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
9. Tear out wet drywall, cleanup, bag, per LF - up to 2' tall	40.50 LF	2.41	0.00	0.95	98.56
10. Tear out baseboard	40.50 LF	0.31	0.00	0.00	12.56
11. Clean the floor with pressure steam	82.27 SF	0.00	0.67	0.79	55.91
12. Apply plant-based anti-microbial agent	82.27 SF	0.00	0.18	0.20	15.01
				2.29	260.55
Totals: Storage Area/Room					

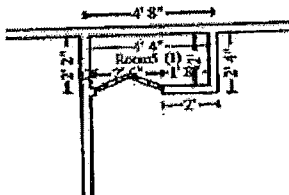
Height: 8'



NE Bedroom

393.98 SF Walls	139.95 SF Ceiling
533.93 SF Walls & Ceiling	139.95 SF Floor
15.55 SY Flooring	49.25 LF Floor Perimeter
49.25 LF Ceil. Perimeter	

Height: 8'



Subroom: Room5 (1)

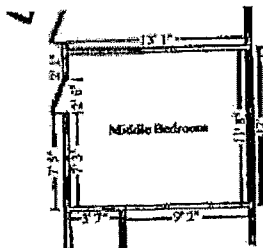
102.09 SF Walls	8.80 SF Ceiling
110.88 SF Walls & Ceiling	8.80 SF Floor
0.98 SY Flooring	12.76 LF Floor Perimeter
12.76 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Structure Mitigation					
13. Tear out non-saly floating floor & bag - Category 3 water	148.75 SF	1.73	0.00	0.80	258.14
14. Tear out wet drywall, cleanup, bag, per LF - up to 2' tall	62.01 LF	2.41	0.00	1.45	150.89
15. Tear out and bag wet insulation	62.00 SF	0.53	0.00	0.26	33.12
16. Tear out baseboard	62.01 LF	0.31	0.00	0.00	19.22
17. Clean the floor with pressure steam	148.75 SF	0.00	0.67	1.43	101.09
18. Apply plant-based anti-microbial agent	148.75 SF	0.00	0.18	0.36	27.14
				4.30	589.60
Totals: NE Bedroom					



Motor City Steam Team

35009 Automation Drive
 Clinton Township Michigan 48035
 Office: 248-3828-Fix
 Fax: 248-545-5622



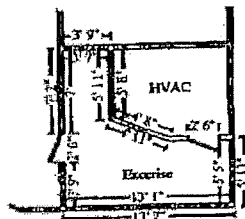
Middle Bedroom

Height: 8'

396.11 SF Walls
 548.83 SF Walls & Ceiling
 16.97 SY Flooring
 49.51 LF Ceil. Perimeter

152.72 SF Ceiling
 152.72 SF Floor
 49.51 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Structure Mitigation					
19. Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water	152.72 SF	0.95	0.00	0.64	145.72
20. Tear out wet drywall, cleanup, bag, per LF - up to 2' tall	49.51 LF	2.41	0.00	1.16	120.48
21. Tear out and bag wet insulation	60.00 SF	0.53	0.00	0.25	32.05
22. Tear out baseboard	49.51 LF	0.31	0.00	0.00	15.35
23. Clean the floor with pressure steam	152.72 SF	0.00	0.67	1.47	103.79
24. Apply plant-based anti-microbial agent	152.72 SF	0.00	0.18	0.37	27.86
Totals: Middle Bedroom				3.89	445.25



Exercise

Height: 8'

408.69 SF Walls
 512.04 SF Walls & Ceiling
 11.48 SY Flooring
 51.09 LF Ceil. Perimeter

103.36 SF Ceiling
 103.36 SF Floor
 51.09 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Structure Mitigation					
25. Tear out non-salv floating floor & bag - Category 3 water	103.36 SF	1.73	0.00	0.56	179.37
26. Tear out wet drywall, cleanup, bag, per LF - up to 2' tall	51.09 LF	2.41	0.00	1.20	124.33
27. Tear out and bag wet insulation	35.00 SF	0.53	0.00	0.15	18.70
28. Tear out baseboard	51.09 LF	0.31	0.00	0.00	15.84
29. Clean the floor with pressure steam	103.36 SF	0.00	0.67	0.99	70.24
30. Apply plant-based anti-microbial agent	103.36 SF	0.00	0.18	0.25	18.85



Motor City Steam Team

35009 Automation Drive
 Clinton Township Michigan 48035
 Office: 248-3828-Fix
 Fax: 248-545-5622

CONTINUED - Exercise

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: Exercise				3.15	427.33
<hr/>					
Total: Basement				28.16	3,884.06

General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
31. Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00 EA	400.00	0.00	0.00	400.00
<i>Construction debris and non-salvable contents</i>					
32. Neg. air fan/Air scrub.-XLrg (per 24 hr period)-No monit.	9.00 DA	0.00	140.00	0.00	1,260.00
33. Clean ductwork - Interior (PER REGISTER)	20.00 EA	0.00	26.72	0.10	534.50
<hr/>					
Totals: General				0.10	2,194.50
<hr/>					
Line Item Totals: 2017-01-23-1318				28.26	6,078.56

Grand Total Areas:

3,622.54 SF Walls	1,433.41 SF Ceiling	5,055.95 SF Walls and Ceiling
1,463.03 SF Floor	162.56 SY Flooring	444.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	442.09 LF Ceil. Perimeter
1,463.03 Floor Area	1,535.31 Total Area	3,229.38 Interior Wall Area
1,338.91 Exterior Wall Area	148.77 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

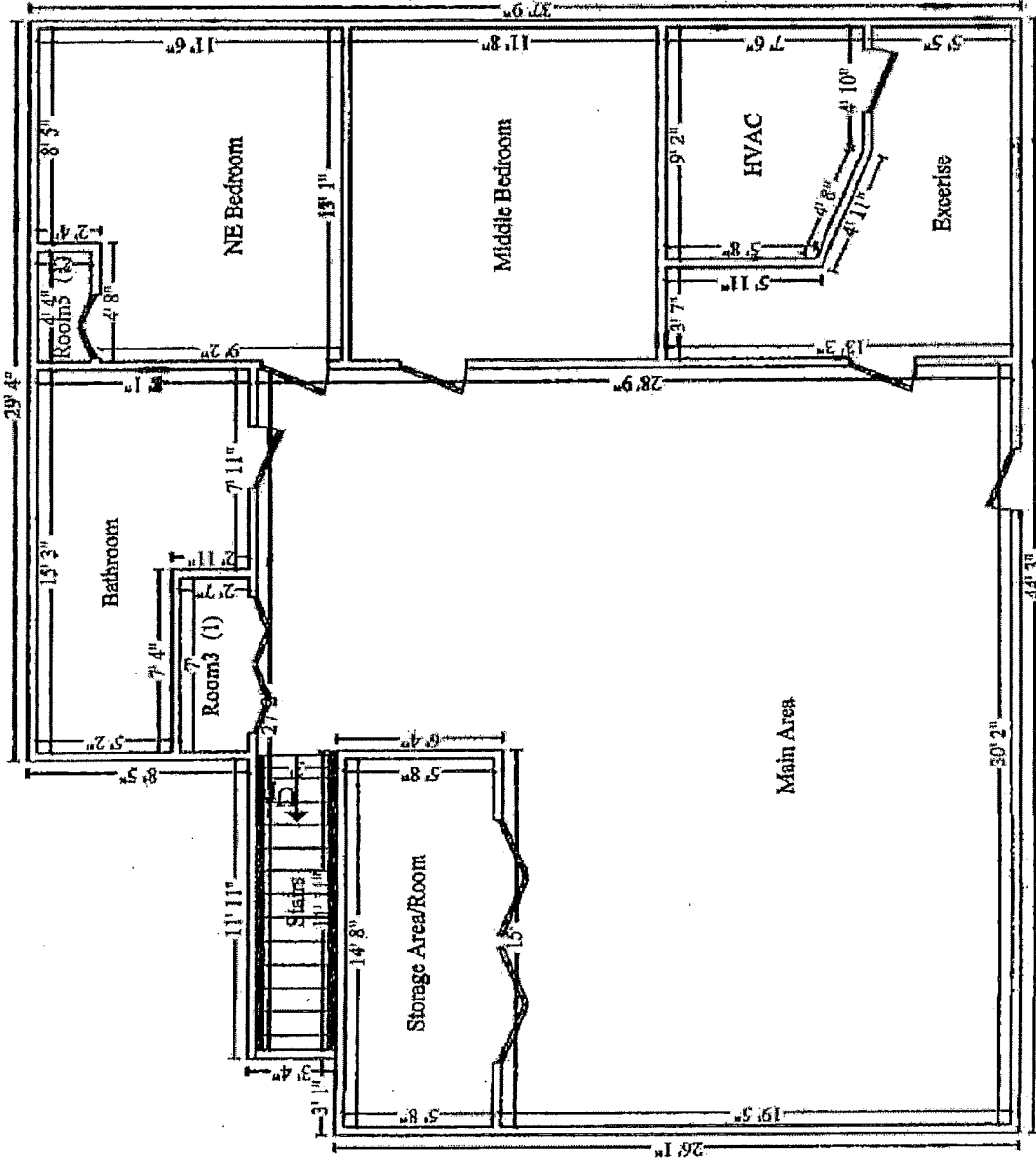


Motor City Steam Team

35009 Automation Drive
 Clinton Township Michigan 48035
 Office: 248-3828-Fix
 Fax: 248-545-5622

Recap by Category

Items	Total	%
CLEANING	1,348.21	22.18%
CONTENT MANIPULATION	502.50	8.27%
GENERAL DEMOLITION	2,720.95	44.76%
WATER EXTRACTION & REMEDIATION	1,478.64	24.33%
Subtotal	6,050.30	99.54%
Material Sales Tax	28.26	0.46%
Total	6,078.56	100.00%



MH

REIMBURSEMENT AND RELEASE AGREEMENT

CK# 4241

Property Address: 34861 Eberlein, Fraser, MI 48026

PAID MAR 23 2017

Homeowner/Resident: Joshua and Lindsay Morton

City: MIDDD (15 mile Subsd)

Reimbursement Claims:

- Lodging: \$2,516.04
- Food: \$2,592.00
- Mileage: \$402.57
- Miscellaneous: \$252.00
- Utilities: \$200.00
- Sewer Backup Reimbursement: \$22,602.68

0092.05.1

3.21.17

City: MIDDD

Great Deputy AB

Engineer(s) VA

Manager(s) _____

Coordinator(s) BD

Finance Officer MM

Total Reimbursement: \$28,565.29

PA 035413 95650

By signing this Reimbursement and Release Agreement (the "Agreement") the Macomb Interceptor Drain Drainage District (the "MIDDD"), agrees to reimburse the amount of **\$28,565.29** ("Total Reimbursement"), for lodging, food, fuel, mileage, utilities, damages relating to repair and restoration due to sewer disposal system overflow or back up, and the other miscellaneous expenses detailed in **Exhibit A**, to Joshua and Lindsay Morton.

By signing this Agreement and accepting the Total Reimbursement, Joshua and Lindsay Morton, on behalf of themselves and their heirs, trusts, estates, successors, assigns and children (collectively "Homeowner") expressly agrees that by accepting the Total Reimbursement this is a full and final resolution of all of the Homeowner's claims for compensation and/or reimbursement for lodging, food, fuel, mileage, utilities, damages relating to repair and restoration due to sewer disposal system overflow or back up, and the other miscellaneous expenses detailed in **Exhibit A**, incurred on or before the date of this Agreement, arising out of 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 ("Event").

The Homeowner 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 and agents acting by, through or in concert with any of them ("Releasees"), from the reimbursement of lodging, food, fuel mileage, utilities, damages relating to repair and restoration due to sewer disposal system overflow or back up, and the other miscellaneous expenses listed in **Exhibit A** only, incurred on or before the date of this Agreement and arising out of the Event, whether in law and equity, including but not limited to MCL 213.1, et. seq., MCL 213.351, et. seq., and MCL 691.1417 through MCL 691.1417.

The Homeowner represents that they have not received any insurance monies to date compensating them for the lodging, food, fuel/mileage, utilities, damages relating to repair and

Start 4-24-17
 Coara 4-10-17

restoration due to sewer disposal system overflow or back up, and other miscellaneous expenses referenced in this Agreement, and that are being reimbursed herein by MIDDD. Homeowner acknowledges and agrees that, to the extent they have received any insurance monies compensating them for these losses that are being reimbursed herein by MIDDD; it is their responsibility to pay over and reimburse the insurance company with these funds.

It is expressly understood that this Agreement is a resolution of a disputed claim and is not to be construed as an admission of liability by Releasees under any theory of law or equity, and that liability by the Releasees is expressly denied. It is further expressly understood and agreed that this Agreement is not a waiver of any other potential claim the Homeowner may have that: (a) the Homeowner believes he/she may have or may discover; (b) may arise after the date you sign this Agreement; (c) is not released herein; (d) or is unrelated to Homeowner's claim for reimbursement for food, lodging, fuel, mileage utilities, damages relating to repair and restoration due to sewer disposal system overflow or back up, and the other miscellaneous expenses detailed in Exhibit A incurred on or before the date of this Agreement. Furthermore, the Releasees do not waive the right to defend or dispute any of these other potential claims, and reserves the right to raise any defenses to these other potential claims which may be available in equity and law.

IN WITNESS WHEREOF, Joshua and Lindsay Morton and MIDDD; have executed this Reimbursement and Release Agreement on the dates indicated below.

Homeowner:

Witness:

By: Lindsay Morton

By: _____

Date: 3-20-17

Date: _____

By: Josh Morton

By: _____

Date: 03/20/17

Date: _____

MACOMB INTERCEPTOR DRAIN
DRAINAGE DISTRICT

Witness:

Candice S. Miller

By: Emily Engelman

By: Candice S. Miller
Its: Authorized Board Member and
Macomb County Public Works Commissioner

Date: 3/22/17

Date: 3/22/17

Exhibit A

Property Address: 34861 Eberlein Drive
 Property Occupant(s): Joshua Morton (32); Lindsay Morton (28); Logan (5); Jackson (4)

SUMMARY OF RECEIPTS:

	AMOUNT CLAIMED
FOOD	506.07
LODGING	2,516.04
TRAVEL	<u>402.57</u>
Subtotal	3,424.68
MISCELLANEOUS	2,805.63
SEWER BACKUP	<u>\$22,602.68</u>
TOTAL	\$28,832.99

QUOTES/ESTIMATES/SEWER BACKUP REIMBURSEMENT:

DATE	VENDOR/ DESCRIPTION	RECEIPT? Y / N	AMOUNT CLAIMED	RECEIPT DETAIL		COMMENTS	AMOUNT APPROVED
				AMOUNT	DETAIL		
1-10-17	Motor City Steam Team	Invoice	518.95		Carpet cleaning due to sewage traffic/deep cleaning/disinfecti ng and sanitize with plant base antimicrobial/scot ch guard/deodorize		\$518.95
1-9-17		Invoice	1,552.70		Emergency service call;		\$1,552.70
1-9-17	Motor City Steam Team	Invoice	9,481.90				\$9,481.90
3-14-17	Macomb Carpet	Invoice	11,261.40				
1-26-17	Home Depot	Quote	10,386				
1-27-17	House of Floors	Quote	11,500				
						Carpet Average \$	\$11,049.13
							<u>\$22,602.68</u>



Candice S. Miller
Macomb County Public Works Commissioner
21777 Dunham Road
Clinton Township, MI 48036
public.works@macombgov.org

Macomb Interceptor Drain Drainage District

Insurance Proposal

03/20/2017

to

03/20/2018

(revised 3/31/17)

Sal Saputo, Executive Vice President



A DIVISION OF MEADOWBROOK INSURANCE GROUP

www.meadowbrookagency.com

Macomb Interceptor Drain Drainage District

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Title	Section
Meadowbrook	1
➤ <i>Mission Statement</i>	
➤ <i>Charity</i>	
➤ <i>Agency Service Team</i>	
Client Profile	2
➤ <i>Named Insured Schedule</i>	
➤ <i>Location Schedule</i>	
Pollution Liability	3
Premium Summary / Payment Plans.....	4
Coverage Recommendations	5

Meadowbrook Insurance Agency

MISSION STATEMENT

Global, Innovative, Architect of Risk Management Solutions for our Clients

MANTRA

Urgency.....Integrity.....Solutions

Meadowbrook is proud to be affiliated with the following charitable organizations.



MEADOWBROOK
INSURANCE AGENCY

Macomb Interceptor Drain Drainage District

Meadowbrook Agency Service Team

GENERAL INFORMATION

toll free - 800 / 482-2726
switchboard/after hours: 248 / 358-1100
website: www.meadowbrook.com

PRODUCER

Sal Saputo
Executive Vice President
tel - 248 / 204-8163
cell -248 / 943-1317
e-mail: ssaputo@meadowbrook.com

ACCOUNT EXECUTIVE

James Kelley, CPCU, LIC
Vice President Marketing
Construction Operations
tel -248 / 204-8153
cell -248 / 914-4995
e-mail: james.kelley@meadowbrook.com

PRIMARY CONTACT

Roseann Zuba, AAI
Supervising Account Manager
tel - 248 / 204-8286
e-mail: rzuba@meadowbrook.com

BACK UP CONTACT

Michele Opie
Account Manager
tel - 248 / 204-8215
e-mail: michele.opie@meadowbrook.com

GROUP BENEFITS

David Sheeran, CPA
Executive Vice President,
Agency Operations
tel - 248 / 204-8544
cell - 248 / 361-0084
e-mail: dave.sheeran@meadowbrook.com

PERSONAL LINES

Kirk Medlyn
Executive Vice President Commercial
& Personal, Agency Operations
tel - 248 / 204-8124
cell - 248 / 996-4180
e-mail: kmedlyn@meadowbrook.com

CLAIMS DEPARTMENT

All claims except Workers Compensation

Joyce Bonner
Manager
tel - 248 / 204-8238
fax - 248 / 927-0867
e-mail: jbonner@meadowbrook.com

Macomb Interceptor Drain Drainage District

03/20/2017 to 03/20/2018

Named Insured Schedule

Macomb Interceptor Drain Drainage District

Mailing Address

21777 Dunham Road
Clinton Township, MI 48036

Location Schedule

15370 15 Mile Rd
Fraser, MI 48026

Macomb Interceptor Drain Drainage District

Contractors Pollution Liability 03/20/2017 to 03/20/2018

Carrier: AIG Specialty Insurance Company – (Best Rating A XV)

Form: Occurrence Claims Made

Limits:

\$10,000,000	<i>each loss</i>	Coverage A
10,000,000	<i>aggregate</i>	
250,000	<i>each loss</i>	Coverage B CrisisResponse

Deductible:

\$25,000 *each loss*

Exposure Basis:

\$35,000,000 *Revenue Basis (non-auditable)*

Forms:

The AIG SPECIALTY INSURANCE COMPANY, Form #96680 (11/13) Form will be modified as follows:

- Notice of Loss/Notice of Claim Form#91968 (12/06)
- AIGSIC CPO Declarations Page Form#96681 (11/13)
- Condition of Payment Endorsement Form#115765 (08/13)
- Additional Insured – Owners, Lessees, or Contractors Form#115933 (10/13)
- Terrorism Excl W/Cert Acts Exception Purchased End Form#120005 (11/15)
- CPL Projectprotect Project Endorsement Form#109167 (06/12)
- Crisisresponse and Crisis Management Endorsement Form#109055 (07/11)
- Schedule Of Approved Crisis Management Firms Form#109399 (09/12)
- Extended Completed Operations Coverage incl in Form#109167 (06/12)
 -10 years extension
- 25% minimum Earned Premium

Pollution Liability *(continued)*

Premium:

\$45,083.00	Premium
<u>406.00</u>	TRIA
\$45,489.00	Minimum Premium
<u>1,137.22</u>	2.5% Surplus Lines Tax
\$46,626.22	TOTAL

*“This insurance has been quoted with an insurer that is not licensed by the State of Michigan.
In case of insolvency, payment of claims may not be guaranteed.”*

Macomb Interceptor Drain Drainage District

03/20/2017 to 03/20/2018

Premium Summary

POLICIES	PROPOSED 2017-2018
Pollution Liability*	\$46,626.22
TOTAL	\$46,626.22

*Premium include taxes & surcharges

Premium Payment Plans

Agency Bill - Pay in Full

This document does not amend, extend, or alter coverage afforded by the policy. For a complete understanding of any insurance you purchase, you must first read your policy, declaration page, and any endorsements and discuss them with your Meadowbrook agent. A specimen policy may also be available for your review from the insurance company. Actual policy conditions may be amended by endorsement or state law."

Meadowbrook, Inc. strives to place your insurance with financially-sound insurance carriers. There are many financial rating companies who assign credit ratings to participating insurance carriers (i.e., A.M. Best Company). These ratings are the financial rating company's independent opinion about the financial stability of the insurance carrier and, as a result, vary among insurance carriers. Not all insurance carriers choose to be rated by these services. Please be aware of this rating, or lack thereof, for the insurance carrier listed on your proposal. Meadowbrook, Inc. is not responsible for, nor guarantees, the financial solvency of any insurance carrier through which it places your insurance.

We are pleased to present this insurance proposal and thank you for the opportunity. We look forward to serving you in the future.

Macomb Interceptor Drain Drainage District

Recommendations 2017 - 2018

Directors and Officers Liability		
Directors and Officers Liability insurance provides financial protection for the directors and officers of your company in the event they are sued in conjunction with the performance of their duties as they relate to the company.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
Errors and Omissions Liability		
A professional liability insurance that protects companies and individuals against claims made by clients for inadequate work or negligent actions. Errors and omissions insurance often covers both court costs and any settlements up to the amount specified on the insurance contract.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
Fiduciary Liability		
Fiduciary liability policies protect companies, their directors, officers and employees and the plans themselves against lawsuits alleging breach of fiduciary duty and administrative errors and omissions in connection with such plans.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
Employee Benefits Liability (EBL)		
EBL coverage protects against lawsuits alleging errors and omissions in connection with the administration (e.g. handling of records) of an employee benefit plan. However, EBL coverage almost always excludes coverage for breaches of ERISA's fiduciary duties.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force

Recommendations *(continued)*

Employee Practices Liability (EPLI)		
Employment Practices Liability Insurance provides employers with protection against many types of employment-related claims, including: wrongful termination, sexual harassment, discrimination and retaliation.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
3rd Party Crime Coverage		
The policy provides coverage for employees while working on clients premises. A coverage of special importance to Tech companies this policy would reimburse a client under some circumstances in the event it can be proven that your employee fraudulently transferred funds or stole money, securities, or other property from such client.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
ERISA		
ERISA bonds protect employee benefit plans from losses caused by fraud or dishonesty committed by the bonder plan fiduciaries. However, they do not afford coverage to plan fiduciaries for lawsuits brought by third parties such as plan participants or the DOL.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
Network Security/ Cyber Liability		
Utilizing <u>on-site servers</u> coverage protects you from losses associated with unauthorized access to or theft of your data or e-business activities, computer viruses, denial of service attacks, as well as alleged unauthorized transactions.		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
Utilizing <u>“Cloud”</u> coverage protects you from losses associated with unauthorized access to or theft of your data or e-business activities, as well as alleged unauthorized transactions.		

Recommendations *(continued)*

Foreign Liability Coverage

Coverage is intended to protect you and your employees while traveling outside the United States of America and Canada. It covers General Liability, Automobile Liability and Foreign Voluntary Worker's Compensation. Coverage can also extend to include personal property and blanket accident and health risk.

- Obtain Quote
- Decline Coverage
- Coverage In force

Kidnap, Ransom or Extortion

This insurance is used to protect against loss of money, securities, or other property that results from actual, alleged, or threatened kidnapping or extortion.

- Obtain Quote
- Decline Coverage
- Coverage In force

Ocean Marine Cargo Insurance

This policy is used to provide coverage for property you ship overseas while within the described territory and for the limits and perils declared on the form.

- Obtain Quote
- Decline Coverage
- Coverage In force

Pollution Insurance

This policy covers a business liability arising out of a pollution incident, meaning emission of pollutants into or on land, the atmosphere, or water and causing environmental damage. The broader form of coverage also provides liability for clean-up costs. These policies are generally available on a claims-made basis.

- Obtain Quote
- Decline Coverage
- Coverage In force

Earthquake and Flood Damage to Property

The peril of Earthquake and Flood is excluded on the standard property policy, but the coverage can be added back for an additional premium.

- Obtain Quote
- Decline Coverage
- Coverage In force

Recommendations *(continued)*

Equipment Breakdown Insurance		
<p>This insurance provides coverage for loss arising out of the operation of pressure, mechanical and electrical equipment. It may cover loss to the boiler and machinery itself and may include damage done to other property, as well as, business interruption losses.</p>		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
Contingent Business Interruption Insurance		
<p>When included, this coverage extends your business income coverage to protect against the breakdown of covered equipment at non-owned scheduled locations that result in a decrease in revenue and extra costs of obtaining services or supplies for your business.</p>		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
Workers Compensation Repatriation Expenses		
<p>Pays the additional expenses which may be incurred over and above normal transportation costs for returning an injured U.S. employee, including the bodies of such employees fatally injured, from anywhere in the world to the United States; provided that the injured employees return to the U.S. is, in the opinion of medical authorities, necessary.</p>		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force
Social Engineering Fraud		
<p>Social Engineering provides coverage when an employee is intentionally misled into sending or diverting money or securities based on fraudulent information that is provided to them in a written or verbal communication such as an email, fax, letter or phone call.</p>		<input type="checkbox"/> Obtain Quote <input type="checkbox"/> Decline Coverage <input type="checkbox"/> Coverage In force

Client Signature _____

Date _____

MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT
AGENDA ITEM WORKSHEET

Meeting Date: Monday, April 10, 2017

Name of Project: 15 Mile Interceptor Collapse

Address: Vacant / Southeast corner of 15 Mile and Hayes

Owner Name: Macomb Community College

Case Synopsis: The terms of the enclosed Temporary License Agreement was negotiated with the Board of Trustees at the Macomb Community College with the assistance of Commissioner Miller. The consideration is \$1.00 per month for a period of one year, extended on a month-to-month basis until the conclusion of the Project and the restoration of the property is complete. There is also an environmental indemnity and testing provision for contamination caused by the MIDD during the Project.

Recommendation: Approve the enclosed Temporary License Agreement.

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (the "Agreement") effective as of December 24, 2016 ("Effective Date"), by and between **Macomb Community College, a Michigan Corporation**, whose address is 14500 E. Twelve Mile Road, Warren, Michigan 48088 (the "Licensor") **Macomb Interceptor Drain Drainage District** ("Licensee"), whose address is 21777 Dunham Road, Clinton Township, Michigan 48036, on the following terms and conditions:

1. **Background.** The Licensor owns real property in the Township of Clinton, County of Macomb, State of Michigan, legally described on the attached **Exhibit A** (the "Premises"). Licensee has requested to utilize all of the Licensor's Premises on a temporary basis for the Licensee's and its contractors' storage and staging of materials, equipment and personnel, including the placement of office trailers and storage facilities, as needed during the Licensee's project to repair and restore a sinkhole that developed on 15 Mile Road between Hayes and Utica Roads ("Licensee's Activities"). The Licensor is willing to grant the Licensee a revocable license over and across the entire Premises for Licensee's Activities for the Licensee's 15 Mile Sinkhole project ("Project") subject to the provisions contained herein.
2. **Grant of the Licensee.** The Licensor hereby grants to the Licensee a non-exclusive revocable license over and across the entire Premises for Licensee's Activities and other purposes stated in herein during the term of this Agreement.
3. **Construction.** As part of the Licensee's Activities, Licensor permits Licensee and its contractors to strip and store the top soil of the land Premises and install approximately twelve (12) inches of 21 AA limestone gravel base over the land of the Premises. In addition, Licensee will connect temporary utilities such as electricity, sewer and water to the office and storage facilities on the Premises for use during the Project. Licensee will be responsible for such construction and all costs associated with such construction on the Premises.

Upon the expiration of this Agreement, Licensee shall, at its cost, restore the Premises to its original condition or better, including the removal of the installed 21 AA limestone, replacing and restoring the removed topsoil, and removing any temporary improvements and utilities. Further, Licensee shall not commit any waste on the Premises or allow any liens to be placed on the Premises, including without limitation construction liens. In the event any liens do encumber the Premises, the Licensee is responsible to promptly remove the liens at Licensee's own cost and expense. Restoration shall begin as soon as practicable after the conclusion of the Term, as defined below.

4. **Term.** There is a mutual benefit to both parties to that repairs and restorations to the sinkhole begin, and are concluded, as soon as possible The license granted herein shall be one (1) year from

the Effective Date this Agreement, and extended on a month-to-month basis until one (1) day after the conclusion of the Project and the restoration of the Premises is complete, but no later than a fifteen (15) month period, unless the parties sign a mutually agreeable extension.

5. **Consideration.** The consideration for the license granted herein is that the Grantee pays the Grantor \$1.00 per month until this Agreement is terminated.
6. **Access by Licensor.** Licensor shall have unlimited access to and across the Premises to review the usage by Licensee, subject to any safety restrictions which are required for all personnel on the Premises.
7. **Temporary Use by Licensee.** Licensee shall be able to utilize the entire Premises as of the Effective Date, until the expiration or termination of this Agreement, subject to the terms and conditions of its uses as stated in this Agreement.
8. **Indemnification, Waiver and Insurance.** The Licensee agrees to indemnify the Licensor, and its officers, agents and employees and hold them harmless for any claims, actions, damages, liability, occurring on or about the Premises, unless such is caused by the sole negligence and gross negligence of Licensors, its agents, employees or invitees.

The Licensee agrees to protect, indemnify and hold the Licensor and its officers, agents and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, legal fees, liens, demands, court costs, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the license granted herein and/or its performance. Without limiting the generality of the foregoing, all claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, regulation, or court decree, shall be included in the indemnity. The Licensee agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense, and agrees to bear all other costs and related expenses, even if the claims, etc. are groundless, false, or fraudulent. In any case in which this indemnification would violate legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the indemnitees for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence and gross negligence of the indemnitees.

The Licensee also waives any right of recovery it has, now or later, against the Licensor for any loss or damage arising out of Licensee's use of the Premises. The Licensee or its contractor shall obtain liability insurance insuring against damage to persons or property on or about the Premises in an amount of not less than \$1 Million, which policy shall list the Licensor as an "additional insured," and Licensee or its contractor shall provide Licensor with a certificate of insurance showing the existence of said required liability insurance.

9. **Environmental Law Compliance and Testing.** Licensee shall, at Licensee's own expense, comply with all Environmental Laws (as defined herein) affecting Licensor's Premises from the date of this Agreement and continuing during the term of this Agreement and any renewal thereof. Licensee shall, at Licensee's own expense, make all submissions to, provide all information to, and

comply with all requirements of the appropriate governmental authority (the "**Authority**") under the Environmental Laws from the date of this Agreement and continuing during the term of this Agreement and any renewal thereof. Should the Authority determine that a clean-up plan be prepared and that a clean-up be undertaken because of any spills or discharges of hazardous substances or wastes or toxic substances at the Premises which occur during the term of this Agreement or any renewal thereof or during the operation of Licensee's Activities on the Premises, then Licensee shall, at Licensee's own expense, prepare and submit the required plans and financial assurances and carry out the approved plans. Licensee's obligations under this paragraph shall arise if there is any event or occurrence at the Premises which requires compliance with the Environmental Laws. At no expense to Licensor, Licensee shall promptly provide all information requested by Licensor for preparation of affidavits or other documents required by Licensor to determine the applicability of the Environmental Laws to the Premises, and shall sign the affidavits promptly when requested to do so by Licensor to the extent of Licensee's knowledge of such matters. Licensee shall permit Licensor and Licensor's agents, servants and employees, including but not limited to legal counsel and environmental consultants and engineers, access to the Premises for the purposes of environmental inspections and sampling during regular business hours, or during other hours either by agreement of the parties or in the event of any environmental emergency. Licensee shall not restrict access to any part of the Premises, and Licensee shall not impose any conditions to access other than to reasonably protect its property and business records from access by Licensor. In the event that Licensor's environmental inspection shall include sampling and testing of the Leased Premises, Licensor shall use its best efforts to avoid interfering with Licensee's use of the Premises, and upon completion of sampling and testing shall repair and restore the affected areas of the Premises from any damage caused by the sampling and testing.

Licensee hereby agrees to indemnify, reimburse, defend and hold harmless Licensor and any of its past, present and future agents, members, representatives, trustees and beneficiaries for, from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses (including, but not limited to, reasonable investigation, environmental audit(s) and reasonable legal expenses), fees and disbursements asserted against, imposed on or incurred by Licensor, directly or indirectly, arising out of any claim, loss or damage of any property, injuries to or death of persons, contamination of or adverse effect on the environment, or pursuant to or in connection with the application of any Environmental Laws due to the acts or omissions of the Licensee and/or its officers, directors and/or employees, specifically including acts or omissions with respect to the disposal of contaminants on the Premises or at an off-site location and alleged to have been caused, in whole or in part, by the use, transportation, treatment, storage or disposal of any pollutant, contaminant, chemical, or industrial, toxic, or hazardous substance or waste used, generated or produced in connection with the business operations of Licensee and/or by its agents, officers, directors, shareholders, consultants, representatives and/or its employees, irrespective of whether Licensor knew or had knowledge of the act or omissions of Licensee allegedly causing the damage to the environment.

For the purposes of this Agreement and all related documentation, the term "Environmental Laws" shall mean all federal, state and local laws including statutes, regulations, ordinances, codes, rules, and other governmental restrictions and requirements, relating to environmental pollution, contamination or other impairment of any nature, any hazardous or other toxic substances of any nature, whether liquid, solid and/or gaseous, including smoke, vapor, fumes, soot, acids, alkalis, chemicals, wastes, by-products, and recycled materials. These Environmental Laws shall include but shall not be limited to the Michigan Environmental Response Act, the Federal Solid Waste

Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility Cleanup and Liability act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect and local health department ordinances. This Paragraph 45 shall survive the expiration or earlier termination of this Lease.

Once the Project is complete, and upon Licensee's removal of the installed 21 AA limestone, the Licensee shall remove an additional six (6) inches of soil and collect soil samples to analyze whether there has been any contamination arising out of or caused by Licensee's Activities on the Premises. In the event these soil samples reveal contamination caused by Licensee's Activities on the Premises, the Licensee will effectuate a due care plan to remove and remediate the contaminated condition caused by Licensee. Licensee shall not be responsible for any environmental conditioned either not caused by the Licensee or Licensees Activities, or any environmental contamination or condition that pre-existed the Licensee's entry and use of the Premises on the Effective Date. Upon completion of this process, the Licensee will restore and replace the topsoil with clean material.

10. **Default.** In the event of default by Licensee, the Licensor shall give notice of the default by certified mail to Licensee, at the address set forth above. Licensee shall cure the default within thirty (30) days if it is a default which is reasonably curable within that time, or if the default is not reasonably curable within thirty (30) days, then Licensee shall be permitted a sufficient period to cure the default, the sufficient period to be set by Licensor, in its sole discretion, and then if not cured, in that event, Licensor may terminate this Agreement.
11. **Assignment.** The Licensee shall not assign or transfer its rights under this Agreement without prior written consent from the Licensor. The Licensor may assign this Agreement to any successor owner of the Premises. The parties acknowledge and agree that any and all contractors and subcontractors hired by Licensee may perform License's Activities and utilize the Premises for the purposes stated in this Agreement, and any such use does not require Licensor's written consent.
12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, representatives, successors or assigns.
13. **Entire Agreement.** This Agreement contains the entire agreement of the parties and the parties acknowledge that there have been no representations or understandings other than those expressly set forth in this Agreement.
14. **Jurisdiction and Venue.** This Agreement shall be governed by and construed according to the laws of the State of Michigan. Venue for any disputes under this Agreement shall lie in Macomb County, Michigan.
15. **Effective Date.** This Agreement shall be effective as of the date shown above.

LICENSOR:

Macomb Community College

By: Elizabeth Argiri
Its: Vice President Business

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

On this ____ day of March, 2017, before me a Notary Public, personally appeared **Elizabeth Argiri, Vice President Business of Macomb Community College, a Michigan Corporation**, to me personally known to be the person who executed the foregoing Temporary License Agreement and who acknowledged the same to be her free act and deed.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

LICENSEE:

Macomb Interceptor Drain Drainage District

By: Candice S. Miller
Its: Macomb County Drain Commissioner and
Authorized Signer

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

On this _____ day of March, 2017, before me a Notary Public, personally appeared **Candice S. Miller, Macomb County Drain Commissioner and Authorized Signer of Macomb Interceptor Drain Drainage District**, to me personally known to be the person who executed the foregoing Temporary License Agreement and who acknowledged the same to be her free act and deed.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

Drafted by and when recorded, return to:
BENJAMIN J. ALOIA
ALOIA & ASSOCIATES, P.C.
48 S. Main Street, Suite 3
Mount Clemens, MI 48043

EXHIBIT A

The Premises

A parcel of land located in and being a part of the Southwest $\frac{1}{4}$ of Section 30, Town 2 North, Range 13 East, Clinton Township, Macomb County, Michigan, and being more particularly described as follows: Beginning at the Southwest corner of said Section 30; thence North $01^{\circ}20'22''$ West measured along the West line of said Section 30 (centerline of Hayes Road), a distance of 484.20 feet; thence North $88^{\circ}32'50''$ East, 538.71 feet; thence South $01^{\circ}48'00''$ East, 484.20 feet to the South line of said Section 30; thence South $88^{\circ}32'$ West, a distance of 551.05 feet to the point of beginning.

Commonly known as: Vacant 15 Mile Road
Parcel ID No. 16-11-30-351-005

<u>Funding Source</u>	<u>Apportionment</u>	<u>Manager</u>	<u>Vendor</u>	<u>Amount</u>	<u>Invoice Detail</u>	<u>Project Summary</u>	<u>Project Balance</u>
Macomb Interceptor Drain Administration	Chapter 20 Chesterfield - 7.1% Clinton - 21.6% Fraser - 4.3% Harrison - 5.8% Lenox - .7% Macomb - 13.6% New Haven - .9% Shelby - 9.8% Sterling Heights - 31.6% Utica - 1.9% Washington - 2.7%	Baker	Aloia & Associates, P.C.	\$ 997.50	Invoice #15817 - 3/1/17 Legal Services - ending 2/28/17	MIDDD v. Inland Waters, et al	
		Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 627.00	Invoice #365513 (Partial) Engineering services - ending 2/24/17	Updating system maps	
		Baker	Foster Swift/UHY	\$ 18,240.00	Invoice #710198 Legal Services - ending 2/28/17	Audit of legal fees/records for Macomb County Public Works Office	
		Baker	FTI Consulting	\$ 2,000.00	Invoice #7434570, Services through 12/31/16 MIDDD v. Inland Waters	Document Hosting Fee - mandated in court per Ben Aloia	
		Baker	FTI Consulting	\$ 2,000.00	Invoice #7437316, Services through 1/31/17 MIDDD v. Inland Waters	Document Hosting Fee - mandated in court per Ben Aloia	
		Baker	FTI Consulting	\$ 2,000.00	Invoice #7440224, Services through 2/28/17 MIDDD v. Inland Waters	Document Hosting Fee - mandated in court per Ben Aloia	
		Astorino	Giffels-Webster	\$ 53,761.25	Invoice #113188 Engineering Services - ending 1/28/17	Inspection Program & Grant Management MID sewer inspection work	
		Manning	Huntington Banks	\$ 5,174,493.75	Debt Service Payment	Series 2010A	
		Astorino	Johnson & Anderson	\$ 4,655.00	Invoice #40187 - Engineering Services - ending 3/4/17	Data Management Systems Support	
		Astorino	City of Mt. Clemens	\$ 21,677.47	Invoice #11534 - 3/7/17	Sewage Flow Billing - 1/14/17-2/17/17	
		Astorino	Sprint	\$ 1,122.54	Invoice #578736375-065	Cell Phones/SCADA Modems	
		Baker	Vivano Law	\$ 1,653.00	Invoice #18657 - 3/7/17 Legal Services - 2/22/17 - 2/23/17	MIDD Matters	
		Clintondale P.S.		Baker	Aloia & Associates, P.C.	\$ 532.25	Invoice #15718 - 2/1/17 Legal Services - 1/25/17-1/26/17
		Astorino	DTE Energy	\$ 22,681.92	Monthly Electrical - January		
		Astorino	DTE Energy	\$ 18,941.76	Monthly Electrical - February		
		Manning	Huntington Banks	\$ 1,705,000.00	Debt Service Payment	Series 2011	
		Astorino	Kerr Pump & Supply	\$ 2,200.00	Invoice #INV176578 - 2/22/17	Maintenance on pumps	
		Astorino	Spencer Oil Company	\$ 3,321.17	Invoice #520966 - 3/9/17	Diesel fuel for generator - power outage	
		Astorino	Spencer Oil Company	\$ 1,488.44	Invoice #528675 - 3/14/17	Diesel fuel for generator - power outage	

Funding Source	Apportionment	Manager	Vendor	Amount	Invoice Detail	Project Summary	Project Balance
Macomb Interceptor Drain	15 Mile Sinkhole	Baker	Thomas & Sheri Bender	\$ 3,747.37	34780 Eberlein, Fraser MI 48026	Reimbursement and Release Agreement	
		Baker	Ann Blasius	\$ 2,918.95	34800 Eberlein, Fraser MI 48026	Reimbursement and Release Agreement	
		Baker	Raymond Blasius	\$ 680.00	34800 Eberlein, Fraser MI 48026	Reimbursement and Release Agreement	
		Baker	David and Dianne Bogdan	\$ 6,220.94	34860 Eberlein, Fraser MI 48026	Reimbursement and Release Agreement	
		Baker	Marvin and Karen Harris	\$ 24,949.30	34781 Eberlein, Fraser, MI 48026	Reimbursement and Release Agreement	
		Baker	Joshua and Lindsey Morton	\$ 28,565.29	34861 Eberlein, Fraser, MI 48026	Reimbursement and Release Agreement	
		Baker	Michael & Jacklynn Racine	\$ 2,057.47	34880 Eberlein, Fraser MI 48026	Reimbursement and Release Agreement	
		Baker	Patricia Sera	\$ 4,752.51	34901 Eberlein, Fraser MI 48026	Reimbursement and Release Agreement	
		Baker	Douglas and Sibyl Taylor	\$ 8,450.18	34760 Eberlein, Fraser MI 48026	Reimbursement and Release Agreement	
		Baker	Aloia & Associates, P.C.	\$ 4,032.25	Invoice #15631 - 2/1/17 Legal Services - 12/30/16 - 1/18/17	Trio Partners LLC Litigation - Easement	
		Baker	Aloia & Associates, P.C.	\$ 25,446.25	Invoice #15723 - 2/1/17 Legal Services - 1/1/17 - 1/31/17	Easement, resident issues	
		Baker	Aloia & Associates, P.C.	\$ 20,863.75	Invoice #15818 - 3/1/17 Legal Services - ending February 2017	Easement, resident issues	
		Astorino	Anderson, Eckstein & Westrick, Inc.	\$ 965,531.13	Invoice #0113387 - 2/6/17 - 3/5/17	PCI 12A - Emergency Phase	
		Astorino	R. W. Conklin Steel	\$ 715,760.07	Invoice #170202-70	Steel for shaft	
		Astorino	Fishbeck, Thompson, Carry & Huber, Inc.	\$ 2,470.00	Invoice #365513 (Partial) Engineering services - ending 2/24/17	Review and upgrade of hydraulic model to include several lining options	
		Astorino	Fraser Senior Housing (City of Fraser)	\$ 635.00	Invoice #7322-2017	Lease payment for George & Lillian Raimondi - April 2017	
		Astorino	HESCO	\$ 11,250.00	Invoice #1015541, 3/9/17	Mobile disinfection - chemical pumps	
		Astorino	Hubbell, Roth & Clark, Inc.	\$ 7,921.53	Invoice #0150463 - 3/7/17 Engineering Services - ending 2/25/17	SRF Grant Application	
		Astorino	Hubbell, Roth & Clark, Inc.	\$ 4,756.50	Invoice #0150464, 3/7/17 Engineering Services - ending 2/25/17	SRF Grant Application	
		Astorino	Omar Malik	\$ 1,950.00	Invoice #7277-2017	Lease payment - Tammetrice Smith and Salam Tobiya - April 2017	
		Astorino	Martin Control Services, Inc.	\$ 2,865.00	Invoice #10020- 3/14/17	MID Flow Diversion 2017/field investigation on February 6th & 7th, 2017	
		Astorino	Motor City Electric Technologies	\$ 8,488.70	Invoice #90833 - 3/6/17	Work with Macomb IT/Verizon to initialize new modems; installed and tested replacement modems at Meter UT-S-1 and 15 Mile and Hayes meter pit locations; new gate operation for controlled storage; add new control mode at Control Structure #5; adjusted parameters; install HydroRangers; install 2 more temporary level monitoring panels; configured Digi and VPN access to Command Center; ran data for 5 years	

<u>Funding Source</u>	<u>Apportionment</u>	<u>Manager</u>	<u>Vendor</u>	<u>Amount</u>	<u>Invoice Detail</u>	<u>Project Summary</u>	<u>Project Balance</u>
Macomb Interceptor Drain 15 Mile Sinkhole (Continued)		Astorino	RS Thomas & Associates, Inc.	\$ 2,700.00	Invoice #17-113 - 2/20/17	Appraisals for condemned homes	
		Baker	Seibert & Dloski, PLLC	\$ 2,375.00	Invoice #10000 - 1/30/17	Temporary Access Agreement - Eberlein	
		Stockel	Speed Clean Services	\$ 7,972.37	Invoice #21788 - 1/2/17	Cleaning, air mover, dehumidifier, set up for 13 homes on Eberlein	
		Baker	Viviano Law	\$ 11,098.84	Invoice #18659 Legal Services - 2/1/17 - 2/28/17	Contract review/other	
		Baker	Viviano Law	\$ 1,634.00	Invoice #18661 Legal Services - ending 2/28/17	Ric-Man lawsuit	
		Astorino	DTE Energy	\$ 530.30	Monthly Electrical - 1/23/17-2/20/14	16 metering sites	
	SRF 5487-01	Astorino	Hubbell, Roth & Clark, Inc.	\$ 13,283.30	Invoice #150327 - 3/1/17 Engineering Services - ending 2/1/17	Meter Pit Evaluations - Construction Engineering	\$844,168.00
		Astorino	Martin Control Services	\$ 2,378.00	Invoice #10008 - Continuing maintenance on meters	AS-needed repairs	
		Astorino	Martin Control Services	\$ 13,680.00	Application #4 - Meter Repair Ongoing repair maintenance	MID meter maintenance	
	NGI SAW 1406-01	Astorino	Anderson, Eckstein & Westrick, Inc.	\$ 1,269.50	Invoice #113208 Engineering Services - 1/9/17 - 2/5/17	Asset Management	\$308,321.00 Plus 10% Match Requirement
SAW 1405-01	Astorino	Anderson, Eckstein & Westrick, Inc.	\$ 7,498.25	Invoice #113266 Engineering Services - 1/9/17-2/5/17	NGI I&I Analysis	\$323,253.74 Plus 10% Match Requirement (\$17,742.70) Over Grant Funds	
	Astorino	DTE Energy	\$ 949.64	Monthly Electrical - 12/29/16 - 1/31/17	NGI P.S. (CH-S-3)		
	Astorino	DTE Energy	\$ 1,051.88	Monthly Electrical - 1/31/17 - 2/28/17	NGI P.S. (CH-S-3)		
	Astorino	Motor City Electric Technologies	\$ 2,626.00	Invoice #34057 - 12/9/16	Installation of shielded cable between motor junction boxes, VFD panel and main PLC panel		
	Astorino	National Industrial Maintenance, Inc.	\$ 2,562.50	Invoice #28316 - 2/28/17	Vactor out rock basket		
OMID		Baker	Viviano Law	\$ 3,800.00	Invoice #18662, Legal Services re: OMID/DDD Litigation - 2/1/17-2/23/17		
SCADA		Astorino	Motor City Electric Technologies, Inc.	\$ 898.30	Invoice #90447 - 5/4/16	Materials to run cables in Macomb County Building damaged in fire	
		Astorino	Motor City Electric Technologies, Inc.	\$ 79,970.21	Invoice #34006 - 10/31/16	SCADA Upgrade OMID billed \$19,641.81 for reimbursement	

<u>Funding Source</u>	<u>Apportionment</u>	<u>Manager</u>	<u>Vendor</u>	<u>Amount</u>	<u>Invoice Detail</u>	<u>Project Summary</u>	<u>Project Balance</u>
Macomb Interceptor Drain							
SCADA Continued		Astorino	Motor City Electric Technologies	\$ 13,238.00	Invoice #34125 (Portion) - 1/17/17	Engineering, hardware, software and installation services for Keyscan Security System Upgrades at Command Center, NGI PS, Clintondale PS and Biofilter	
		Astorino	Motor City Electric Technologies	\$ 2,404.26	Invoice #90831 - 1/27/17	Configured, installed and tested Wi-Fi for Meters MA-S-2 and SY-S-3; replace PLC	
		Astorino	Motor City Electric Technologies	\$ 2,633.04	Invoice #90834 - 3/6/17	Sonic Wall renewal (valid for 2 years).	OMIDD - 14% - \$368.63

Total \$ 9,066,258.63

Income Statement
MIDDD
As of March 31, 2017

	6-30-2016 Total Fund	7-1-16 to 3-31-17 O&M*
Revenues		48,962,233.50
Expenditures		48,359,485.79
Equity	7,683,997.38	

NOTES

Projected reserve at 6/30/2017 8,600,000.00

* Includes following Projects:

Dec 2016 Sinkhole	Revenue	7,766,152.91	Request #1 from temp loan from county
	Expenditures	9,905,781.42	
	Net	<u>(2,139,628.51)</u>	
4 SAW Grants	Revenue	637,108.57	
	Expenditures	724,465.37	
	Net	<u>(87,356.80)</u>	
Sewage Metering(SRF 5487-01)	Revenue	500,396.00	
	Expenditures	577,769.35	
	Net	<u>(77,373.35)</u>	
Corrosion Control(Project on Hold)	Revenue	120,023.54	
	Expenditures	120,023.54	
	Net	<u>(120,023.54)</u>	