

AGENDA

Red Run Intercounty Drain Drainage Board Macomb and Oakland Counties

March 16, 2022 – 9:30 a.m.

Office of the Oakland County Water Resources Commissioner
One Public Works Drive, Building 95 West
Waterford, Michigan, and Microsoft Teams

1. Call meeting to order

Board Members:

Michael Gregg, Chair, Michigan Department of Agriculture and Rural Development
Candice Miller, Macomb County Public Works Commissioner
Jim Nash, Oakland County Water Resources Commissioner

2. Approval of the meeting agenda for March 16, 2022
3. Approval of Drainage District Board Meeting Minutes from January 19, 2022
4. Public Comment
5. Red Run Freedom Hill - Phase 1 update
 - a. Account of Project Standing
 - b. Construction update
 - c. Construction Observation Proposal
6. Clean Water State Revolving Fund Discussion
7. Ratification of Consumer Energy Temporary License Agreement
8. Six Rivers Land Conservancy Property Access Agreement for Treatment of Invasive Species
9. Present trial balance
10. Other business
11. Adjourn

Agenda Item No. 3

Board Meeting Minutes from
January 19, 2022

Minutes of the Meeting
of the Intercounty Drainage Board for the
Red Run Drain

January 19, 2022

A meeting of the Drainage Board for the Red Run Intercounty Drain was held at the office of the Oakland County Water Resources Commissioner, Public Works Building, Building 95 West, Waterford, Michigan and via Microsoft Teams on January 19, 2022.

Present: Michael Gregg, Chairperson and Deputy for Gary McDowell, Director of the Michigan Department of Agriculture and Rural Development; Candice Miller, Macomb County Public Works Commissioner; Jim Nash, Oakland County Water Resources Commissioner.

Also Present: Representing the office of the Macomb County Public Works Commissioner: Brian Baker and Jeff Bednar. Representing the office of the Oakland County Water Resources Commissioner: Anne Vaara, George Nichols, Kelsey Cooke, Sara Rubino, Stephanie Lajdziak. Others in attendance: Jamie Burton and Nancy Kolinski (Hubbell, Roth & Clark); Dan Jocham (L.J. Construction).

1. Call meeting to order.

Chairperson Gregg called the meeting to order at 9:37 a.m.

2. Agenda.

Motion by Nash, supported by Miller, to approve the January 19, 2022, agenda as presented.

Adopted: YEAS – 3
NAYS – 0

3. Minutes.

Motion by Miller, supported by Nash, to approve the minutes of the December 15, 2021, meeting.

Adopted: YEAS – 3
NAYS – 0

4. Public Comment.

None.

5. Freedom Hill – Phase 1 update.

a) Mr. Burton and Ms. Kolinski provided an update regarding Phase 1 of the Freedom Hill project. Ms. Kolinski summarized current and future tasks and addressed the status of the project schedule. She noted that eight bids were received for the project and that LJ Construction was the lowest bid received and that their bid came in under budget. Ms. Kolinski indicated that the Army Corp. of Engineers is in negotiations with American Engineers regarding Phase 2 and more information will be provided at a later date.

- b) George Nichols presented a Construction Contract Administration Services Proposal from Hubbell, Roth, and Clark, Inc. Mr. Nichols advised that the contract amount listed was previously distributed in the assessments provided to the communities. It was moved by Miller, supported by Nash, to authorize the Secretary to sign the Construction Administration Services Proposal as presented.

Adopted: YEAS – 3
NAYS – 0

- c) Mr. Nichols presented a Notice to Tentatively Award from Hubbell, Roth, and Clark, Inc. Mr. Nichols advised that the contract was awarded to LJ Construction in a pre-award meeting the week of January 10, 2022. It was moved by Nash, supported by Miller, to accept the Notice to Tentatively Award as presented.

Adopted: YEAS – 3
NAYS – 0

- d) Sara Rubino provided the Board with an update on the Agreement for Construction and Maintenance of Non-Motorized Waterfront trail presented at December's Drainage District meeting. Jeff Bednar advised that Sterling Height's City Council authorized the agreement with a 6-1 vote. It was moved by Nash, supported by Miller, to receive, execute, and file the final Agreement for Construction and Maintenance of Non-Motorized Waterfront Trail as presented.

Adopted: YEAS – 3
NAYS – 0

6. Invasive Species Control

Mr. Nichols provided the Board with a press release from Six Rivers Land Conservancy advising that a Great Lakes Restoration Initiative Grant was awarded for invasive species management and restoration along the Drainage District. Mr. Nichols advised the basis of the press release was to educate the public regarding the project. It was moved by Miller, supported by Nash to publish the press release as presented.

Adopted: YEAS – 3
NAYS – 0

7. Trial Balance.

Mr. Nichols presented the Trial Balance report dated January 13, 2022 (as attached) indicating a balance of \$2,493,887.61. It was moved by Miller, supported by Nash, to receive and file the updated Trial Balance as provided.

Adopted: YEAS – 3
NAYS – 0

8. Invoices and/or Reimbursement of the Drain Revolving Fund.

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund (as attached) in the amount of \$142,429.17 was presented. It was moved by Nash,

supported by Miller, to approve payment of invoices and/or reimbursement of the Drain Revolving Fund as presented.

Adopted: YEAS – 3
NAYS – 0

9. Other Business.

Mr. Burton informed the Board that water quality projects within the Drainage District qualify for the Clean Water State Revolving Fund program. He further advised that the notice of intent must be in by January 31, 2022. Discussion ensued regarding the application process. It was moved Nash, supported by Miller, to authorize Hubbell, Roth, and Clark, Inc. to submit the notice of intent.

Adopted: YEAS – 3
NAYS – 0

10. Adjourn.

Motion by Nash, supported by Miller, to adjourn the January 19, 2022 meeting at 10:33 a.m.

Adopted: YEAS – 3
NAYS – 0

Next Regular Meeting: *Office of the Oakland County Water Resources Commissioner, One Public Works Drive, Building 95 West, Waterford, Michigan* and electronically at 9:30 a.m., Eastern Standard Time on February 16, 2022.



Jim Nash, Secretary
Red Run Intercounty Drain Drainage Board

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of the minutes of the Red Run Intercounty Drain Drainage Board, at a meeting held on the 19th day of January, 2022 and that the meeting was conducted and public notice was given in compliance with the Open Meetings Act being Act 267, Public Acts of Michigan, 1976, as may be amended from time to time and that the minutes were kept and will be or have been made available to the public as required by the Act.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this 19th day of January 2022.



Jim Nash, Secretary
Red Run Intercounty Drain Drainage Board

Agenda Item No. 4

Public Comment

Agenda Item No. 5

Red Run Freedom Hill

Account of Project Standing

APS #: 15

Time Period: February 01, 2022, thru February 2022

Prepared By: Nancy Kolinski

Date Issued: March 04, 2022

Project Task Summary:

Task 1 – Data Collection, Survey and Field Assessment – Complete

Task 2 – Soil Boring Analysis – Complete

Task 3 – Preliminary Plan Design – Complete

Task 4 - Final Design and Bid Documents – Complete

- L.J. Construction Inc. low bid -\$1,337,163.00
- Contract books executed and distributed

Task 5 – Project Coordination – Ongoing

- Sent APS No. 14
- Preconstruction meeting held February 07, 2022
- Construction began

Construction Update:

- LJ Construction met with AEW on site on 2/24 to discuss/approve areas on and around landfill for staging materials and equipment (HRC also present for the meeting).
- Construction officially began on 2/25 (clearing work, installing turbidity curtain)
- J-Hook and Stone Toe construction began on 2/26. Contractor working from west to east, and constructing the stone toe and j-hooks simultaneously. Contractor estimates 3-4 weeks to complete stone toe and j-hook construction.
- First J-hook and respective bank stabilization almost complete.
- No issues at this time (unforeseen circumstances leading to work orders/change orders, authorized extras, delays, etc.).
- First payment application expected to be submitted in time for April 20th board meeting.

Focus of Efforts in Next Period:

- Construction ongoing
- Scheduling biweekly onsite progress meetings beginning Tuesday, March 15th

Critical Decisions Made:

- N/A

Outstanding Critical Questions:

- Macomb County working on amending agreement with Consumers Energy

Client Assistance Needed:

- N/A

Schedule Concerns

- None at this time

Scope and/or Budget Concerns:

- N/A

Account of Project Standing

Red Run Drain Freedom Hill Supplemental Services

Project Task Summary:

Task 1 – Permitting- In Progress

- Submitted USACE Section 408 Certification – Submittal deemed complete, and the full review will begin. Full approval anticipated in ±90 days.

Task 2 – Drainage District Assistance- In Progress

- Assisted with the development of Agreements.

Task 3 – Monitoring Assistance- In Progress

Task 4– Grant Reporting- In Progress

- No work for this period

Task 5 – Meetings- No work requested under this task

Task 6 – USACE Phase 2 Coordination- No work requested under this task. USACE selected American Engineers.

Task 7 – Project Signage- No work requested under this task

Miscellaneous:

- GWK Outfall project: Design continues. Wetland survey complete.

Critical Decisions Made:

- N/A

Outstanding Critical Questions:

- Agreements

Client Assistance Needed:

- Agreements

Schedule Concerns

- N/A

Scope and/or Budget Concerns:

- N/A

March 03, 2022

Drainage Board for the Red Run Intercounty Drain
c/o Oakland County Water Resources Commissioner
One Public Works Drive
Building 95 West
Waterford, Michigan 48328

Attn: Mr. George P. Nichols, P.E. Civil Engineer III

Re: Red Run Drain Freedom Hill Restoration – Phase 1
Construction Observation Services

HRC Job No. 20200852

Dear Mr. Nichols:

The project team (Team) of Hubbell, Roth & Clark, Inc. and the Spicer Group, Inc. is pleased to offer as needed construction observation services to the Red Run Intercounty Drain Drainage Board for the subject project. On October 21, 2020, the ICDB approved utilizing funds from the National Fish and Wildlife Foundation (NFWF) Southeast Michigan Resilience Fund and local Act 51 funding to proceed with Phase 1 of the Red Run Drain Freedom Hill Restoration project, as well as administer the associated NFWF grant work for the design and construction of a trail and plantings along the Sterling Relief Drain and Freedom Hill Park. The design and bidding process has been completed with the project awarded to LJ Construction for \$1,337,163.00.

The start of construction is March 2022. Most of the observation will be provided by an observer from the Macomb Public Works Commissioner's Office (MCPWO). However, our team is ready to provide contract construction observation services on an as needed basis for this project at our hourly rates. Estimated construction observation fees listed in the Assessment dated December 15, 2021, is \$80,000.00.

Please understand that this assumes MCPWO will provide full time observation for the installation of the J-Hooks, stone toes, storm sewer, bank grading, trail construction, concrete placement, and HMA placement and also part time observation of the installation of the plantings and restoration.

We anticipate our team will fill in as requested and provide as needed observation on technical aspects of the project such as J-Hooks, bank grading, stone toe, and plantings. For budgeting purposes, we estimate HRC/Spicer fees of approximately \$19,905.00. We will work with your staff as well as MCPWO to update you and the Board should the level of service or estimated cost split change.

If you deem our proposal acceptable, please sign and return to our office. We sincerely appreciate our relationship and your consideration of this proposal. If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



James F. Burton, P.E.
Vice President

JFB/njk

pc: HRC; File

Accepted By:

Signature: _____

Written Name: _____

Title: _____

Dated: _____

Agenda Item No. 6

Clean Water State Revolving Fund
Discussion

February 23, 2022

Red Run Intercounty Drain Drainage Board
c/o Oakland County Water Resources Commissioner, Secretary of the Drainage Board
1 Public Works Drive
Waterford, Michigan 48328

Attn: Ms. Lynne Seymour, P.E., Chief Engineer

Re: Project Plan Preparation – Red Run Drain Drainage District Project
Clean Water State Revolving Fund (CWSRF)- Non-Point Source
Proposal of Professional Engineering Services

HRC Job No. 20220057.02

Dear Ms. Seymour

Per your request, Hubbell, Roth & Clark, Inc. (HRC) has developed this proposal to assist the OCWRC and MCPWO in the development and submittal of a Project Plan for funding for non-point source Red Run Intercounty Drain Drainage District Project. The GWK and County Wide Project Plans will be separate but coordinated with this plan. Submittal of a Project Plan is the first step in applying for a low interest Clean Water State Revolving Fund (CWSRF) loan through the Michigan Department of Environment, Great Lakes, & Energy (EGLE). CWSRF-NPS loans allow providers to apply for and borrow funds to plan, design, and construct eligible projects that address non-point source pollutants and improve water quality.

The CWSRF currently provides loans at a low interest rate. While the rates have not yet been set for FY2023, the rates in 2022 were 1.875% for a 20-year loan and 2.125% for a 30-year loan. The deadline for these project plans is on or before June 1, 2022. Those providers that satisfactorily complete plans are then ranked on the State's annual Project Priority List (PPL) that is typically scheduled to go into effect the following October 1.

The State of Michigan currently has American Rescue Plan (ARP) money, and the new Federal Infrastructure Investment and Jobs Act of 2021 (IIJA) has indicated that additional money will be placed into the revolving fund programs. It is likely that this will include some level of principal forgiveness, but details of this are currently unknown. However, in order to establish the Drainage District in a position to potentially leverage the infrastructure funding, the submittal of a Project Plan is the first required step. Regardless of potential forgiveness, the Project Plan will create a clear and concise infrastructure investment plan for the Red Run sub watershed, open new means for financing, and hopefully attract funding to reduce costs to the Red Run communities.

Project Plan development requires a formal report documenting that the projects requesting loan funding are needed. Previous studies for the District, along with discussions with several communities have led to a list of eligible projects to be included into the scope of Project Plan totaling approximately \$2,000,000 to \$3,000,000 worth of improvements per year. This includes the remaining projects from the Red Run Maintenance and Operations study, Plumbrook Gibson, the Cities of Troy and Sterling Heights, and any other left-over projects from the AOC funding.

The Project Plan components are as follows, which will be detailed in the Scope of Services herein:

- ≡ Project Background
 - ≡ Analysis of Alternatives
 - ≡ Selected Alternative
- ≡ Evaluation of Environmental Impacts
 - ≡ Mitigation of Impacts
 - ≡ Public Participation

Bloomfield Hills
555 Hulet Drive
Bloomfield Hills, MI 48302
248-454-6300

Delhi OCWRC
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Grand Rapids
1925 Breton Road SE
Suite 100
Grand Rapids, MI 49506
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington
SQ
Suite D
Lansing, MI 48933
517-292-1488

SCOPE OF SERVICES

HRC proposes to prepare the necessary documentation to apply for a CWSRF-NPS loan. The following Scope of Services that will be provided as part of this proposal is divided into the six (6) major tasks identified in the CWSRF Guidance and includes an estimated cost summary and project schedule.

TASK 1 – Project Background

The Project Background section includes delineation of the study area, environmental setting, population data, economic characteristics, need for the projects, and a description of the existing systems. The CWSRF also requires development and implementation of a Fiscal Sustainability Plan (FSP). Components of a FSP include an inventory of the critical assets being financed thru the CWSRF, evaluation of the condition and performance of inventoried assets or asset groupings, certification that the applicant has evaluated and will be implementing water and energy conservation efforts as part of the plan and a plan for maintaining, repairing, funding, and replacing the system as necessary. HRC will supplement these items using several maps and tables. Tasks 2 and 3 will address various alternatives and specifics for the chosen projects.

TASK 2 – Analysis of Alternatives

General non-point source project alternatives as well as specific alternatives to the priority projects need to be identified, analyzed, and discussed in the Project Plan. HRC will evaluate available alternatives by comparing the cost effectiveness, environmental impacts, ability to implement, other technical considerations, feasibility, impact on the public, and fulfillment of the regulatory requirements for this type of work for each alternative.

TASK 3 – Selected Alternative

A description of the selected alternative including monetary cost estimates, user costs (apportionments) and the Drainage District's ability to implement the selected alternative, must be identified in the Project Plan. Under this task, HRC proposes to describe the selected alternative in detail. This will include design parameters, a project implementation schedule, construction cost estimates, user costs, and the Drainage District's ability to implement the selected alternative. Tasks 4 and 5 will address impacts from the project primarily associated with construction (dust, noise, soil erosion control, and contingencies for other environmental impacts).

TASK 4 –Evaluation of Environmental Impacts

The Project Plan must include an analysis of the direct, indirect, and cumulative impacts of the proposed project. HRC will describe the beneficial and adverse impacts within each category.

TASK 5 – Mitigation of Impacts

The Project Plan must identify various measures to avoid, eliminate, or mitigate the impact of the proposed project. HRC will document the structural and non-structural measures to minimize the impact of the proposed project on the environment.

TASK 6 – Public Participation

The Project Plan must document opportunities for public participation including holding a public hearing on the selected alternative. Task 6 includes a formal public hearing with a 30 days' notice for Project Plan review; input from the Drainage District's financial advisor if needed; and preparation of public hearing transcripts. HRC will provide a presentation and assist the Drainage Board in conducting a public hearing. The transcript of the public hearing will be included in the Project Plan.

ITEMS NOT INCLUDED IN THE SCOPE

It is our understanding at this time that EGLE will not require federal agencies to be contacted to determine impacts from the project plan. This includes State Historical Preservation Office, Tribal Historical Preservation Office, Michigan Natural Features Inventory, and US Fish and Wildlife. If that requirement changes, additional costs may need to be included in the project. Preliminary or detailed design of any of the alternatives is not included in the cost estimate or our project scope or as described herein.

Further, HRC may need the input of other engineering consultants and financial advisors. These costs are not included but will be kept to the minimal needed. Court reporter fees are also not included but are estimated to be less than \$1,000.

COORDINATION WITH OTHER PROJECT PLAN EFFORTS

HRC will coordinate this effort with OCWRC's GWK and County Wide plans and MCPWO's County Wide Plan as well as any other CWSRF or DWRP Project Plan endeavors for sanitary sewer and/or water system improvements in the counties. This will ensure all documentation is consistent and our efforts are cost/time efficient.

PROJECT SCHEDULE AND ESTIMATED COST

The anticipated schedule is as follows:

March 20, 2022	Draft project plan submitted to the Drainage Board
March 30, 2022	Draft project plan submitted to EGLE
April 15, 2022	30-day notice for Public Hearing
May 15, 2022	Public Hearing and Board adopts project plan
June 1, 2022	Final project plan submitted to EGLE
September 2022	Anticipated Date for issuance of the Draft Project Priority List by EGLE

With the condensed time frame, we recommend weekly virtual progress meetings to discuss status, issues, projects, etc. to remain on track with the deadlines. These meetings are included in the fee as listed.

A summary of the tasks and estimated hours and fees are shown on the attached table. Our fee to complete the CWSRF-NPS Project Plan through submittal on June 1, 2022, will **not exceed \$39,900** without your prior written authorization. The entirety of this fee is eligible for inclusion and reimbursement in the total amount of the first year CWSRF - NPS loan.

Thank you for the opportunity to submit this proposal. We look forward to working with the Red Run Intercounty Drain Drainage Board on this project. If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,
HUBBELL, ROTH & CLARK, INC.



James F. Burton, P.E.
Vice President

Attachment

pc: HRC; File

Accepted By:

Signature: _____

Written Name: _____

Title: _____

Dated: _____

STAFF HOUR PROJECTIONS
OCWRC- RED RUN DRAIN DRAINAGE DISTRICT PROJECT
CWSRF NPS PROJECT PLAN
20220057
February 22, 2022



TASK							TOTAL HOURS	TOTAL ESTIMATED COST
		PRINCIPAL	SR PROJECT ENG	STAFF ENG	GRAD ENG	GIS		
		\$150.00	\$150.00	\$120.00	\$100.00	\$90.00	\$80.00	
1	Project Background - Update							
	1. Gathering Data	0	2	0	4	2	4	12 \$ 1,200
	2. Identify NPS projects	4	4	8	0	0	0	16 \$ 2,160
	3. Fiscal Sustainability Plan	0	2	8	0	0	0	10 \$ 1,260
	SUBTOTALS	4	8	16	4	2	4	38 \$ 4,620
2	Analysis of Alternatives							
	1. Evaluate Alternative Methods	2	4	16	12	0	0	34 \$ 4,020
	2. Develop Alternative Costs	0	4	8	8	0	0	20 \$ 2,360
	SUBTOTALS	2	8	24	20	0	0	54 \$ 6,380
3	Selected Alternative							
	1. Preliminary Design	2	4	12	0	4	0	22 \$ 2,700
	2. Preliminary Cost	0	4	12	0	0	0	16 \$ 2,040
	SUBTOTALS	2	8	24	0	4	0	38 \$ 4,740
4	Environmental Impacts	0	4	4	16	0	4	28 \$ 3,000
	SUBTOTALS	0	4	4	16	0	4	28 \$ 3,000
5	Mitigation	0	4	4	16	0	4	28 \$ 3,000
	SUBTOTALS	0	4	4	16	0	4	28 \$ 3,000
6	Public Participation							
	1. Meetings	4	24	4	0	0	4	36 \$ 4,400
	2. Public Hearing and Preparation	2	12	8	0	0	8	30 \$ 3,700
	SUBTOTALS	6	36	12	0	0	12	66 \$ 8,100
7	Report Preparation							
	1. Text	4	12	20	8	8	16	68 \$ 7,600
	2. Figures & Exhibits	2	4	6	6	6	0	24 \$ 2,460
	SUBTOTALS	6	16	26	14	14	16	92 \$ 10,060
	SUBTOTALS			0	0	0	0	\$ -
	TOTALS	20	84	110	70	20	40	344 \$ 39,900.00

Partner Time is for J. Burton - Primary tasks are meetings and public involvement.
 Sr. Project Eng is for N.Kolinski - Project Oversight and Technical portions
 Staff Engineer is for Report and Technical portions
 Grad Eng is for experienced graduate engineer
 GIS is for for preparation of figures
 Clerical is for project assistance as needed

Agenda Item No. 7

Ratification of Consumer Energy
Temporary License Agreement



TEMPORARY LICENSE

Date: January 13, 2022

Licensor: Consumers Energy Company, a Michigan corporation, One Energy Plaza, Jackson, MI 49201 ("Consumers").

Licensee: Intercounty Drainage Board for the Red Run Drain
Attn: Jim Nash, Secretary
One Public Works Dr., Bldg 95W
Waterford, MI 48328

Premises: Property owned by Consumers Energy, located in Section 25, T2N, R12E, Sterling Heights, Macomb County as shown and described in Exhibit A.
Master Tract ID: 02622505 Legacy Tract ID: 110-L20-5

Contact: Toll-free number: 1-866-679-4054, email: landcontracts@cmsenergy.com

License Fee: \$800.00 one-time payment.

[Note: Consumers Energy may send Licensee an invoice for the License Fee. However, Licensee is obligated to pay the specified Licensee Fee not withstanding Consumer Energy's failure to send an invoice or any inaccuracy in the amount stated in the invoice and is obligated to pay the Licensee Fee at the time specified notwithstanding any contrary indication in any such invoice.]

[Office use only: BP100 CA300_____ IVD]

Consumers hereby permits Licensee to use the Premises for the purposes of temporary staging of non-hazardous materials and parking related to drain enhancement project (limited to J-Hooks and bank stabilization) as shown in Exhibit B; on the following terms and conditions

License will automatically expire on November 15, 2022.

1. Storage of equipment or materials within 15 feet of any Consumers Energy poles and guy wires or directly under electric lines is prohibited. Storage of equipment or materials within 30 feet or directly over any Consumers Energy pipeline is prohibited. A minimum of 5 feet of cover or appropriate bridging is required to cross any Consumers Energy pipeline. Paralleling traffic shall maintain a minimum distance of 15 feet of any Consumers Energy pipeline.
2. Licensee shall follow all local, county, state and federal ordinances, regulations, laws, and statutes and at no time shall restrict the accessibility of the Premises to Consumers Energy, its contractors or agents.
3. Excavation, grade change, buildings, structures, or other improvements, including but not limited to fence, drain tiles, water courses, etc., shall not be permitted unless in conjunction with the approved use described within this agreement. Consumers may remove prohibited structures from Premises without prior notice and without responsibility for any damage that occurs as a result of such removal.
4. No motor vehicles or heavy equipment may be stored or operated on the Premises, unless in conjunction with the approved use described within this agreement. Operation of motor vehicles for recreational purposes is not permitted under any circumstances.

5. Upon expiration or termination of this License, Licensee shall restore the Premises to a condition as good as the effective date of this License. In the event that Licensee fails to restore the Premises, Licensor may, at the Licensee's sole cost, cause the Premises to be restored to such a condition. The determination of whether restoration has been properly completed shall be in Licensor's sole discretion, which shall be exercised in good faith, and shall be considered final.
6. Licensee's use of the Premises shall at all times be subordinate to Consumers' use, and Consumers may at any time suspend this License and temporarily evict Licensee or limit Licensee's use of the Premises without liability to Licensee. Consumers shall have the right at all times to use and possess the Premises for any purpose, for example, to inspect and maintain its existing facilities, to clear trees and brush from the Premises, including by chemical spraying, and to construct new facilities or allow third parties to construct new facilities on the Premises. Licensee assumes the risk of damage to Licensee's personal property or improvements on the Premises resulting from Consumers' use of the Premises and waives all claims against Consumers for any such damage.
7. Licensee accepts the licensed premises in their present condition and waives all claims Licensee may have against Consumers related to Licensee's use of the Premises. Licensee also agrees to assume all liability for and to indemnify Consumers from and against all claims for any type of injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, related directly or indirectly to Licensee's use of the Premises.
8. Licensee shall maintain in force at all times while this License is in effect a policy of Commercial General Liability Insurance with a minimum limit of \$1 million each occurrence. Said policy shall: (a) be written on an "occurrence" form basis; (b) include Consumers Energy Company, its directors, officers and employees as an additional insured; (c) include contractual liability; and (d) be primary and noncontributory to any insurance or self-insurance maintained by the additional insureds. Prior to use of the Premises and on or before each insurance policy renewal date Licensee shall submit a Certificate of Liability insurance to Consumers Energy Company, Corporate Insurance Department via InsuranceCertificates@cmsenergy.com. The Certificate of Liability Insurance must designate that the policy includes the required additional insureds. Licensee shall provide immediate notice to Consumers if it receives any notice of cancellation or nonrenewal from its insurer.
9. Licensee shall not use, store, or dispose of any chemicals or substances which are, or may become, hazardous to human health or the environment on the Premises. For purposes of this document "hazardous" means those chemicals used in a manner which trigger regulation under Federal, State or Local environmental laws and regulations. If Licensee violates this prohibition, Licensee shall be obligated to indemnify Consumers from and against any and all claims, including fines and other penalties, resulting from such violation. Licensee shall also be obligated to reimburse Consumers for costs of cleanup necessary as a result of any release to the environment. The provisions of this paragraph will survive the termination of this License.
10. This License will continue until terminated (except as stated in paragraph 9 above). Either Consumers or Licensee may terminate this License at any time by giving the other notice via personal delivery, facsimile, electronic transmission, or written notice of termination. Termination will be effective upon delivery of notification. Upon termination of this License, Licensee shall promptly remove Licensee's property from the Premises and cease using the Premises. Licensee may be held responsible for the costs and fees associated with the removal and disposal of personal property and the restoration of the Premises.
11. This License is given subject to any existing leases, licenses, easements and other interests in the premises, whether or not of record. Licensee is responsible to give required notices, to secure necessary consents and permits from existing lessees, licensees, easement owners, and owners of other interests, and to comply with other requirements of such existing leases, licenses, easements, and other instruments.

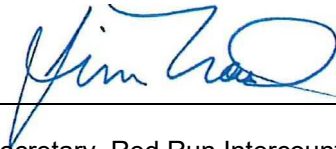
12. Licensee shall not be entitled to be reimbursed for the cost of Licensee's activities pursuant to this License or to be compensated for the value, if any, of Licensee's activities on the Premises, despite any benefit to Consumers.
13. Prior to commencing any Consumers-approved excavation or digging on the Premises, including but not limited to installation of signposts or fence posts, Licensee shall contact the Utility Communications System (Miss Dig), phone number (800) 482-7171, in accordance with Michigan Compiled Law 460.701 et seq., as amended by Public Act 174 of 2013 and any future amendments.
14. Licensee agrees to protect any infrastructure now or in the future located on, below, above or upon said Premises. Suitable means of protection may include the erection and maintenance of barricades or other protection as required by the Licensor. Licensee agrees that the erection and maintenance thereof shall be at Licensee's sole cost and expense.
15. During the duration of this License, it is the sole responsibility of the Licensee to maintain at all times current contact information, including but not limited to; phone number, email, and mailing address. If at any time any contact information is invalid including but not limited to; disconnected, unresponsive, or failed email, Licensee, through this License, consents to Consumers Land Management obtaining and utilizing any and all contact information within the Licensees' utility account, including but not limited to phone number(s), email(s), and mailing address(es). Licensee acknowledges and agrees that the foregoing consent is valid through the duration of this License and shall only be terminated by the termination of this License by Licensee.
16. This License may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this License, including this License, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

CONSUMERS ENERGY COMPANY

By: _____

Its: _____ Land Manager

LICENSEE:



Jim Nash, Secretary, Red Run Intercounty Drain Drainage Board

Exhibit A

MACOMB CO. T.2N. R.12E.

STERLING TWP.

Map No. 3

Section 25



A parcel of land owned by Consumers Energy described as beginning at the center of Section 25; thence N 00°40'30" W 1102.99 feet; thence N 87°09'30" E 500.36 feet; thence S 04°40'30" E 1101.75; thence N87°01'W 500.43 feet to the place of beginning, all being located in the SW ¼ of the NE ¼ of Section 25, T2N, R12E, Sterling Heights, Macomb County, State of Michigan.

Master Tract ID: 02622505

Legacy Tract ID: 110-L20-5

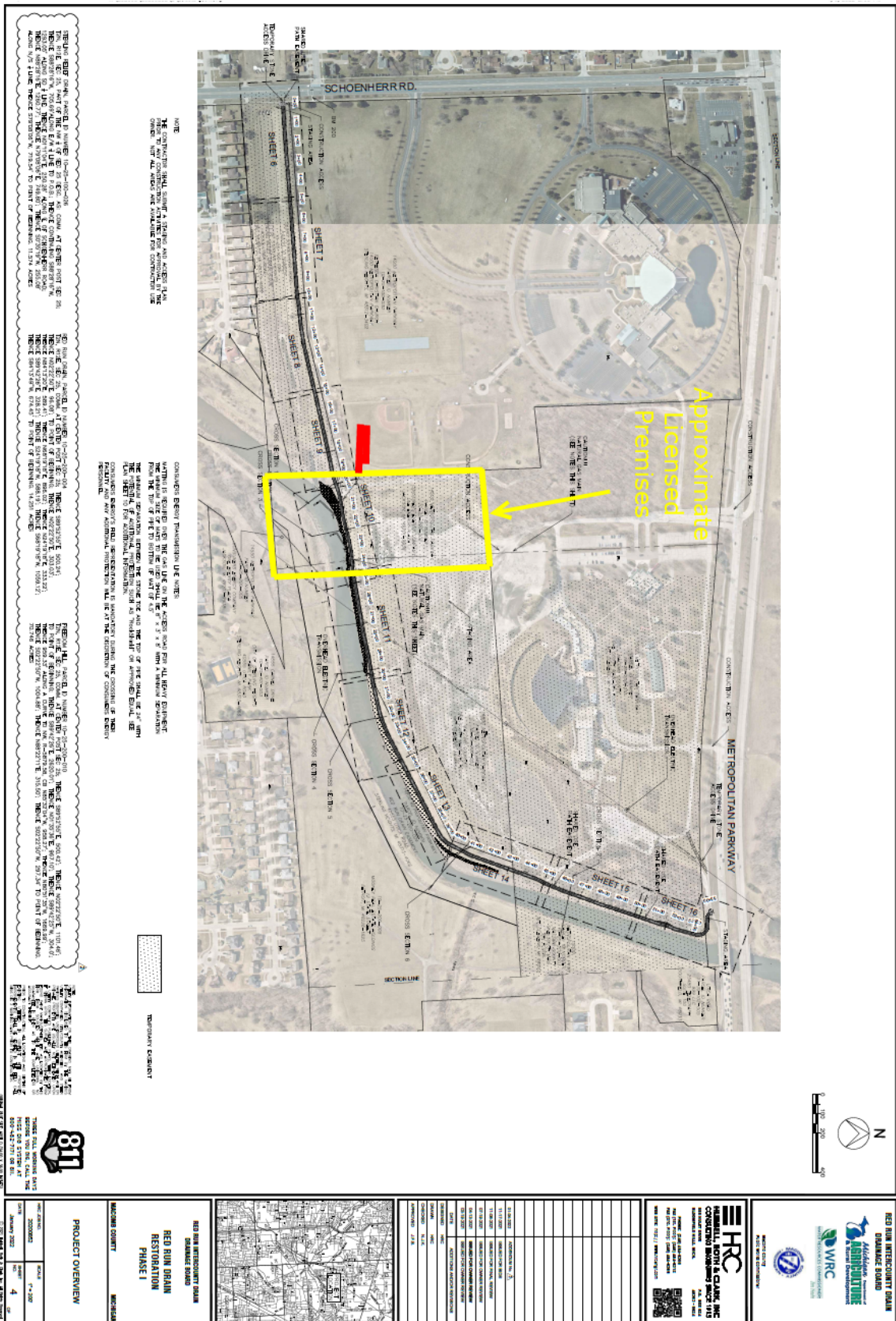
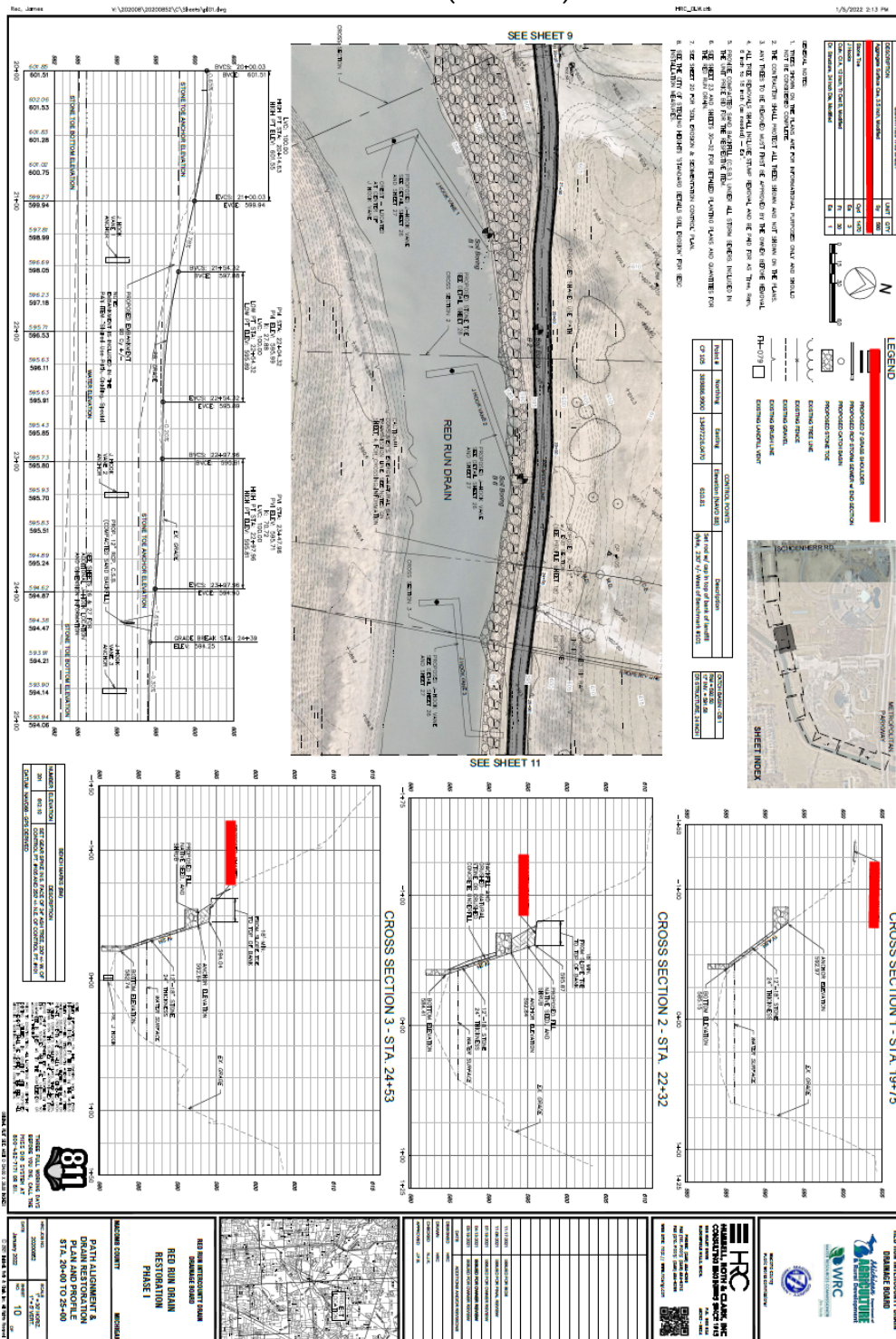


Exhibit B (continued)



Agenda Item No. 8

**Six Rivers Land Conservancy Property Access
Agreement for Treatment of Invasive Species**



CONSERVING, SUSTAINING, AND
CONNECTING NATURAL AREAS, LANDS,
AND WATERS THAT MAKE THE PLACES
WE LIVE SPECIAL.

Property Access Agreement for Treatment of Invasive Species

This Agreement, made this _____(Date) by and between the Red Run Intercounty Drain, a drainage district organized pursuant to Chapter 21 of Public Act 40 of 1956, as amended, (“Owner” with jurisdiction over property) and Six Rivers Land Conservancy (SRLC), a Michigan non-profit organization, for the purposes of treatment invasive plant species and helping restore wildlife habitat, at the Owner’s request, establishes consent to access the Owner’s property in Oakland and Macomb counties (the “Property”). Owner agrees to allow the Lake St. Clair Cooperative Invasive Species Management Area (LSC CISMA) and/or SRLC, their employees, agents, contractors and volunteers’ access to the Property to perform the work described in the above proposal from the date of final signature through December 31, 2023.

Notice of treatments will be provided to the landowner at least 24 hours in advance of the scheduled treatment date. SRLC and LSC CISMA shall be collectively referred to as the “Contractor.” This project may be funded in whole or in part by the Michigan InvasiveSpecies Grant Program through the Departments of Natural Resources, Environment, Great Lakes, and Energy, and Agriculture and Rural Development. An invasive species is one that is not native and whose introduction causes harm, or is likely to cause harm to Michigan’s economy, environment, or human health. Owner agrees to not knowingly introduce invasive plant species on the Property.

Owner has requested, and hereby consents and agrees to the physical, chemical or biological removal of invasive species from the Property by SRLC and/or LSC CISMA (including their respective elected officials, employees, volunteers, agents, contractors, partners, and consultants). Treatment may include applying herbicides at the recommended label rates and in accordance with all label direction under the direction of licensed, certified commercial applicators; hand pulling or cutting, or other accepted best practice control methods. Treatment may also occur under permit by the Michigan



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Department of Environment, Great Lakes, and Energy (EGLE) where applicable and will adhere to requirements under said permit, including filing any treatment amendments, all necessary posting of property prior to treatment, and all follow-up paperwork required.

Contractor and their respective elected and appointed officials, employees, agents and volunteers and others working on behalf of SRLC or LSC Cisma agree to indemnify, defend, and hold harmless from all claims, demands, suits, or loss, including all costs connected therewith, incurred by or asserted against the Owner by any person or entity, which are alleged to have been caused from the acts or omissions of the Contractor and their respective elected and appointed officials, employees, agents and volunteers and others working on behalf of SRLC or LSC Cisma. The Owner's right to indemnification is in excess and above any insurance rights or policies as required by this Agreement.

During the term of this Agreement, SRLC shall provide and maintain, at its own expense, the insurance specified in Exhibit A to this Agreement, protecting Owner against all claims, demands, suits, or loss, including all costs connected therewith.

This instrument and Exhibit A contain the entire agreement between SRLC and Owner. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained.



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Any changes in the provisions of this Agreement must be in writing and signed by SRLC and Owner. No waiver of any term or condition of this Agreement shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events. If Owner sells or transfers Property before the end of this Agreement, Owner will notify SRLC in writing at P. O. Box 80902 Rochester, MI 48308-0902.

Signed _____ Date _____
Owner or legally authorized representative

Signed _____ Date _____
SRLC by its authorized representative

Contact Information for Treatment and Access Notification

Owner Name(s): _____ Office Phone: _____

Address: _____ Cell Phone: _____

City, State, Zip: _____ Email: _____



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Agenda Item No. 9

Present Trial Balance

Run By: 27706

Run: 03/08/2022 at 10:00 AM

Scope: 82902 Red Run Federal Drain Ch21

YTD Trial Balance
Fund: 82902 Red Run Federal Drain Ch21
As of Fiscal Period: Month 6, 2022

ACCOUNT		Fiscal Year BEG BAL	Current FY Net Activity	ENDING BAL
100100	Cash - Operating	22,903.13	2,446,336.07	2,469,239.20
104100	Accrued Interest on Investment	4,678.07	801.87	5,479.94
126105	Due from Municipalities-AR Con	60,000.00	(15,718.00)	44,282.00
201210	Vouchers Payable AP Cont	(60,229.86)	60,229.86	0.00
228100	Deposits	(26,244.40)	0.00	(26,244.40)
230852	Accounts Payable	(89,347.55)	89,347.55	0.00
	Revenues	0.00	(2,651,231.19)	(2,651,231.19)
	Expenditures	0.00	70,233.84	70,233.84
	Special Items- Uses	0.00	0.00	0.00
381350	FB Restricted Programs	88,240.61	0.00	88,240.61
		0.00	0.00	0.00

Cash \$ 2,469,239.20

Permit Deposit Held (26,244.40)

Vouchers Payable AP 0.00

Special Assessment- AR-City of Berkley 40,360.00

AR-Village of Beverly Hills 3,922.00

Total Cash Available \$ 2,487,276.80

Agenda Item No. 10

Other Business

Agenda Item No. 11

Adjourn