

Gregg
Miller
Nash
Suma
Wiley

CLINTON RIVER SPILLWAY
INTER-COUNTY DRAINAGE BOARD
JULY 1, 2019
10:30 A.M.
AGENDA

	Page
1. Call of meeting to order and roll call	
2. Approval of Agenda	
3. Approval of Minutes of meeting of May 21, 2019	3
4. Public Participation	
5. Correspondence	6
6. Project Updates – Jeff Bednar / Tom Stockel	8
7. Clinton Township Grant / Spillway Update Property Acquisition – Mary Bednar	15
8. Consideration for approval of invoices (see attached)	34
9. Financial Update – Bruce Manning	35
10. Old Business	
11. New Business	
12. Adjourn	

CLINTON RIVER SPILLWAY

LAPEER, MACOMB, OAKLAND, & ST CLAIR COUNTIES



Drain Length (Feet/Miles):
11,281.34 / 2.14

Legend

- Open Channel
- Ditch
- Pond

A meeting of the Inter-County Drainage Board for the **CLINTON RIVER SPILLWAY DRAIN** was held in the Office of the Macomb County Public Works Commissioner, 21777 Dunham Road, Clinton Township, Michigan on May 21, 2019.

PRESENT: Michael Gregg, Chairman
Michigan Department of Agriculture & Rural Development

Brian Baker, Acting Secretary
Chief Deputy, Macomb County Public Works Commissioner

Jim Nash, Member
Oakland County Water Resources Commissioner

Joe Suma, Member
Lapeer County Drain Commissioner

ABSENT: Robert Wiley, Member, St. Clair County Drain Commissioner

ALSO PRESENT: Anne Vaara, Chief Deputy, Steve Korth, Manager, Office of Oakland County Water Resources; Jeff Bednar P.E., Environmental Resources Manager, Tom Stockel, Construction Engineer, Kellie Kource, Drain Account Specialist, Karen Czernel, Deputy, Bruce Manning, Financial Manager, Macomb County Public Works; Stephen Saph Jr, Insurance Broker; Jim VanHavermaat, Civil Engineer, Warren

The Chairman called the meeting to order at 10:05 a.m.

A motion was made by Mr. Baker, supported by Mr. Suma to approve the agenda as presented.

Adopted: YEAS: 4
NAYS: 0

The minutes of the meeting of April 23, 2019 were presented. A motion was made by Mr. Nash, supported by Mr. Suma to approve the minutes with a change from Mr. Miller to Ms. Miller on page 2.

Adopted: YEAS: 4
NAYS: 0

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

Mr. Bednar and Mr. Stockel gave an update on the two grants for Clinton River. The NOAA Grant will be ending at the end of June. HRC has a team out to verify what is living and not living for replacement before closing out the grant. There is a contractor finishing work in the Jefferson area also, but is not done yet due to how wet it has been this spring. Within the next couple of weeks they expect to be out to re-grade, seed, mulch and complete the pathway. The work should be completed by the middle of June. The EPA portion of the grant runs through August and they are also out verifying what is thriving or needs to be replaced.

Mr. Baker asked about a maintenance plan for the Spillway. Mr. Bednar stated that it is still in the works for all three projects and HRC should have the plan back to us in a couple of months.

Mr. Nash asked about a long term plan to do fish counts after the shocking to see how much of an impact it had. Mr. Bednar stated that there is not enough funding left at this time to do more fish shocking under this NOAA grant, however we may pursue other grant opportunities as NOAA is interested in how the system is working. Our next step will be to look at other recreational opportunities that are more water centered, or what the communities in the area want to do with the land. We applied for a CZM grant and should hear back in July or August.

The balance left in the EPA Grant shared between the three projects is around \$100,000, and around \$70,000 is left in NOAA which is committed to additional plantings and what Eisenhart is doing at the end of the Spillway. We are also in communication with EPA to get continuing funds for maintenance of the AOC projects.

A motion was made by Mr. Nash, supported by Mr. Suma to receive and file the project update by Mr. Bednar.

Adopted: YEAS: 4
NAYS: 0

Mr. Baker updated the board regarding the general liability insurance coverage. The cost went up 3.7% for premiums. We took the 2018 O&M and 2019 O&M expenditures and averaged the two years in order to spread the premium. Mr. Saph stated that the policy renews in June. We are building a track record and in time there should be more carriers to choose from. The districts did secure the services of ASU Group as a third-party administrator. The policy has a self-insured retention with the burden of the districts to administer those claims. A third-party administrator was hired (in this case ASU) to document and manage the file in a professional manner which is expected by the excess carrier. They will also work with your defense council and whichever firm chosen should the claim exceed the \$250,000, so there is seamless representation of the districts choosing.

A motion was made by Mr. Baker, supported by Mr. Nash to approve the general liability insurance coverage renewal with Argonaut Insurance Company in the amount of \$72,760 (Clinton River share \$23,871).

Adopted: YEAS: 4
NAYS: 0

The Chairman presented the invoice totaling \$4,975.60 as provided to the Board for review and approval.

A motion was made by Mr. Suma, supported by Mr. Nash to approve the invoice as presented.

Adopted: YEAS: 4
NAYS: 0

A motion was made by Mr. Suma, supported by Mr. Baker to receive and file the financial report presented by Mr. Manning.

Adopted: YEAS: 4
NAYS: 0

Mr. Stockel updated the board that he will be getting quotes to replace the gates at the Union Lake entrance.

There being no further business, it was moved by Mr. Suma supported by Mr. Nash that the meeting of the Clinton River Spillway Inter-County Drainage Board be adjourned.

Adopted: YEAS: 4
NAYS: 0

The meeting was adjourned at approximately 10:37 a.m.



Brian Baker, Acting Secretary
Clinton River Spillway Inter-County Drainage Board

STATE OF MICHIGAN
COUNTY OF MACOMB

I certify that the foregoing is a true and correct copy of proceedings taken by the Inter-County Drainage Board for the Drainage District shown on the attached set of Minutes, on May 21, 2019. 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.



Brian Baker, Acting Secretary
Clinton River Spillway Inter-County Drainage Board

DATED: 5/21/19

From: D Dugger <d.dugger@ymail.com>

Sent: Saturday, June 22, 2019 3:07 PM

To: Gregg, Michael (MDARD) <greggm@michigan.gov>; Candice Miller <candice.miller@macombgov.org>

Subject: Clinton River Spillway

Please include this writing in the public comments of the June 25, 2019 meeting of the Clinton River Spillway Inter-County Drainage Board.
(I will not be able to attend)

Dear Mr. Gregg, Chairman

Dear Ms Miller, Secretary

The planting and related activities occurring recently on the Clinton River Spillway property have caused me to have some concerns.

1. The scores of small plants installed have been placed in sites that are simply a pocket of a couple of square feet weed whipped out of surrounding weeds 3-4ft tall. Please examine the projected survive-ability of these plantings.

2. The dead evergreens at the front of the parking area were replaced and additional plantings made there. Why were the surrounding weeds not cut?

3. The property is in dire need of weed cutting, it looks like an abandoned neglected site. The cutting of the area between the Spillway and Wellington Crescent has helped the appearance, as well as the cutting of the Sheffield parcel by The Charter Township of Clinton.

4. The un mowed berm adjacent to the parking area is very unsightly.

5. As the Clinton River Spillway Inter-County Drainage Board will soon receive \$380K for the Sheffield parcel, there is no reason we cannot fund the well groomed appearance this property once had for many years.

With all the promotion of the "Blue Water Economy" and like items,

it does not bode well to have folks ask, "what happened that the property is no longer maintained"?

PLEASE Mow the weeds regularly!

If this were private property the township would cut them and lien the property for the cost. We must set an example!

---Should any board member desire an escorted tour of the property, please contact me (bug repellent provided)

Dana Dugger 810 459 4138

From: **Gregg, Michael (MDARD)** <greggm@michigan.gov>
Date: Mon, Jun 24, 2019 at 8:51 AM
Subject: FW: Clinton River Spillway Weeds
To: jnash@livgov.com <jnash@livgov.com>, Joe Suma
<jsuma@lapeercounty.org>, rwiley@stclaircounty.org <rwiley@stclaircounty.org>, Candice Miller
<candice.miller@macombgov.org>
Cc: Brian Baker <brian.baker@macombgov.org>, skorth@oakgov.com <skorth@oakgov.com>, Vaara, Anne M
<vaaraa@oakgov.com>, Jeff Bednar
<jeff.bednar@macombgov.org>, tom.stockel@macombgov.org <tom.stockel@macombgov.org>

Board Members,

See the following along the same line as Mr. Dugger.

Regards, Mike

-----Original Message-----

From: Tom Hintz <tomhintz920@icloud.com>
Sent: Saturday, June 22, 2019 2:52 PM
To: Gregg, Michael (MDARD) <greggm@michigan.gov>
Subject: Weeds

Could you please tell me why the grass along the spillway at Harper ave has not been mowed in recent memory. The new trees are nice but they will soon be overgrown by the two foot tall weeds. Take ride out there and look for your self. Harper at Wellington crescent.

Sent from my iPhone

Jefferson Spillway Park restoration 2" Asphalt cap on bike path add stone and grade parking area and site with layer of topsoil then Hydro-seeded



Jefferson Spillway Park restoration 2" Asphalt cap on bike path add stone and grade parking area and site with layer of topsoil then Hydro-seeded



Jefferson Spillway Park restoration 2" Asphalt cap on bike path add stone and grade parking area and site with layer of topsoil then Hydro-seeded



Jefferson Spillway Park restoration 2" Asphalt cap on bike path add stone and grade parking area and site with layer of topsoil then Hydro-seeded



Jefferson Spillway Park restoration planting of Dogwood trees and the last two pictures are of the fishing pier parking on Harper 100 tons of stone added and graded



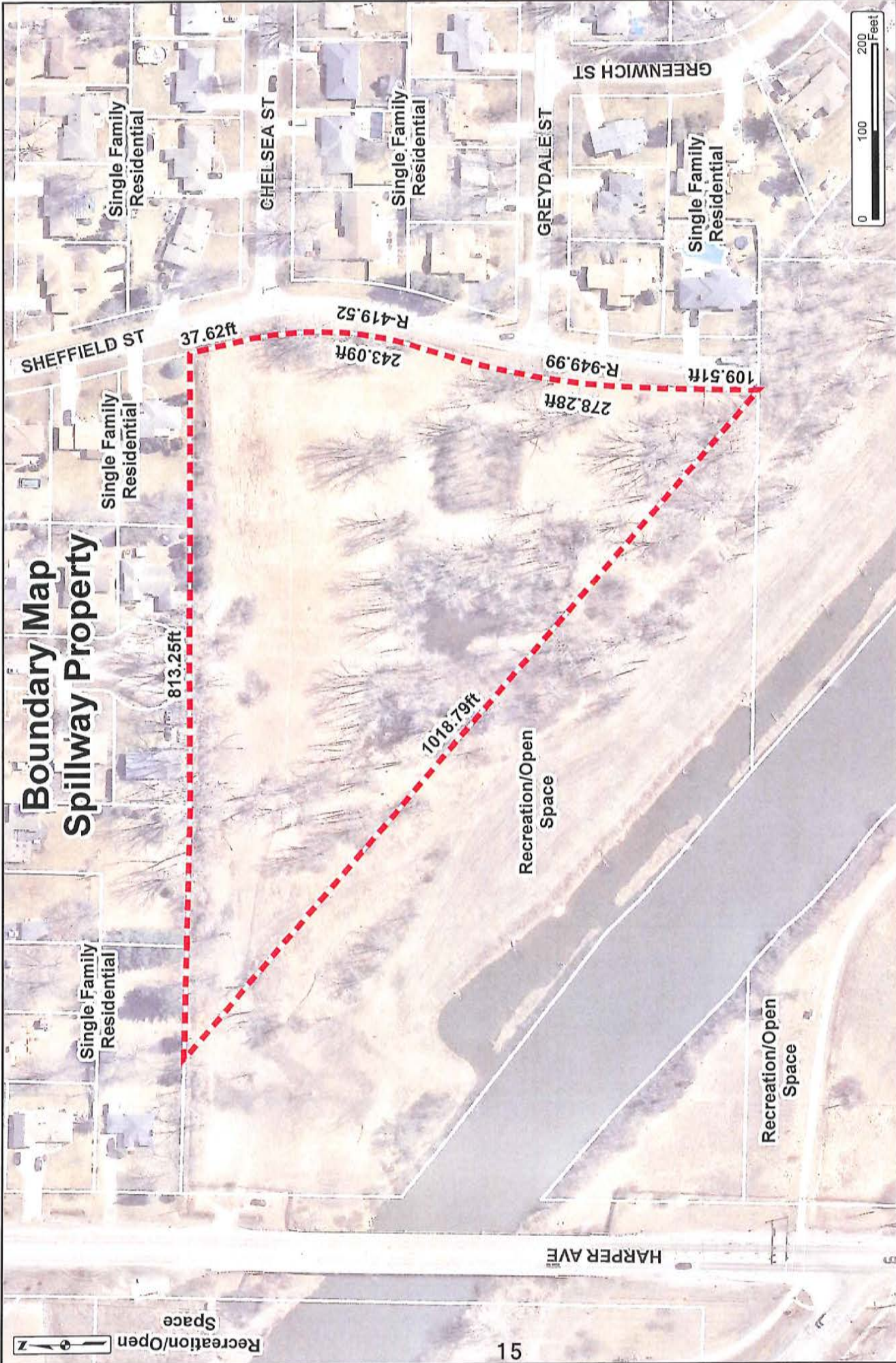
Jefferson Spillway Park restoration planting of Dogwood trees and the last two pictures are of the fishing pier parking on Harper 100 tons of stone added and graded



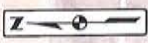
Jefferson Spillway Park restoration planting of Dogwood trees and the last two pictures are of the fishing pier parking on Harper 100 tons of stone added and graded



Boundary Map Spillway Property



Charter
Township
of Clinton



Signature of Authorized Individual

Date



MICHIGAN NATURAL RESOURCES TRUST FUND
LAND ACQUISITION PROJECT AGREEMENT

Project Number: TF18-0218

Project Title: Clinton River Spillway Park Acquisition

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and **Clinton Charter Township IN THE COUNTY OF Macomb County** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the acquisition of land for resource protection and public outdoor recreation under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. In PA **12 of 2019**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of this Agreement, the GRANTEE is required to sign and return it to the DEPARTMENT with the necessary attachments by **07/14/2019**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B) and Recreation Grant application bearing the number **TF18-0218** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion 05/15/2019 through **05/31/2021**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
4. The grant herein provided is for the acquisition by the GRANTEE of **6.29 acres of land in Fee Simple title** free of all liens and encumbrances, situated and being in the city/village/township of **Clinton Township**, in the County of **Macomb, STATE OF MICHIGAN** as described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B). As used in this Agreement, the words "project area" shall mean the lands acquired under this Agreement as described in this Section.
5. The project area shall be used for **general park and recreation use, as further described in the GRANTEE'S proposal to the DEPARTMENT and approved by the MNRTF Board**. Significant changes in the use of the project area as described in this Section require the prior written authorization of the DEPARTMENT.
6. In order to preserve the financial resources of the State and to prevent an unjust enrichment of a third party interim owner, if the landowner listed in the project application grants any rights in the real property to an

individual or agency other than the GRANTEE, the DEPARTMENT may inspect the terms of the conveyance as a condition to approving the GRANTEE to close.

7. The DEPARTMENT agrees as follows:

- a. To grant to the GRANTEE a sum of money equal to **Seventy (70%) percent** as reimbursement or as payment into an escrow account for escrow closing, of the total eligible cost of acquisition of fee simple title free of all liens and encumbrances to the lands in the project area, not to exceed the sum of **Two Hundred and Sixty-Four Thousand Six Hundred (\$264,600.00) dollars.**
- b. To include the following in the total cost of acquisition eligible for grant funding (based on grant percentage) as provided for in Section 7(a):
 - i. Purchase price of the land, up to the fair market value, in the project area acquired by the GRANTEE during the project period as provided for in this Agreement;
 - ii. Reasonable and appropriate costs incurred and paid by the GRANTEE during the project period for recording fees, title insurance, and environmental assessments; and
 - iii. Costs incurred and paid by the GRANTEE for appraisal(s) as provided for in Section 9(f) and approved by the DEPARTMENT.
- c. To grant funds to the GRANTEE for eligible costs and expenses incurred, as follows:
 - i. Payments will be made on a reimbursement basis or to an escrow account for escrow closing for **Seventy (70%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum amount allowable under the grant.
 - ii. Reimbursement (or payment to an escrow account for escrow closing) will be made only upon DEPARTMENT review and approval of a complete reimbursement (or escrow closing) request submitted by the GRANTEE on forms provided by the DEPARTMENT that meet all documentation requirements set forth by the DEPARTMENT. A complete reimbursement or escrow closing request must document the total cost of the acquisition and the GRANTEE's compliance with Section 8 of this Agreement and DEPARTMENT acquisition project procedures.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request or completion of the escrow closing. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for final audit reimbursement.
 - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected proper signage acknowledging MNRTF assistance in compliance with Section 9(q) of this Agreement.

8. Closing Options:

a. FOR REIMBURSEMENT PROJECTS:

The GRANTEE shall be eligible for reimbursement only upon GRANTEE'S completion of all of the following:

-
- i. Electing to use the grant reimbursement closing process at time of signing this project agreement (See grey box prior to signature section).
 - ii. Acquisition by GRANTEE of fee simple title free of all liens and encumbrances of all land in the project area.
 - iii. Submission of proof of acquisition of marketable record title to the DEPARTMENT in the form of a policy of title insurance insuring the GRANTEE is possessed of marketable record title in fee simple, free of all liens and encumbrances to the land in the project area. Said policy is to insure the GRANTEE against loss or damage at least equal to the purchase price of the subject land.
 - iv. Proper conveyance to the State of Michigan of all mineral interest to which the State is entitled under this Agreement as outlined in Section 9(m).
 - v. Submission of a complete request for reimbursement as set forth in this Agreement.

b. FOR ESCROW CLOSING PROJECTS:

The GRANTEE shall be eligible for grant funding through escrow closing process only upon GRANTEE'S completion of the following:

- i. Electing to use the escrow closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Securing the services of a reputable title company who will agree to serve as the escrow closing agent.
- iii. Execution of escrow closing agreement by GRANTEE, DEPARTMENT, LANDOWNER/SELLER and title company (agent).
- iv. Provide Department and title company an approximate desired timeframe for closing.
- v. Send DEPARTMENT draft closing packet (reference Land Acquisition Escrow Closing Package Checklist) at least 60 days prior to desired closing date.
- vi. Coordinate with title company to schedule exact closing date after DEPARTMENT'S approval of draft closing documents and submit to DEPARTMENT an updated closing statement from the title company at least 10 days before desired closing date.
- vii. Submit local matching funds plus 10% of the eligible grant amount to title company for deposit into escrow account and provide proof of escrowed funds to the DEPARTMENT.

9. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to pay all necessary costs required to complete the project and to provide **One Hundred and Thirteen Thousand Four Hundred (\$113,400.00) dollars** as local match to this project. This sum represents **Thirty (30%) percent** of the total eligible cost of acquisition including incidental costs. Any cost overruns incurred to complete the project called for by

this Agreement shall be the sole responsibility of the GRANTEE .

- b. To complete the acquisition in compliance with the acquisition project procedures set forth by the DEPARTMENT.
- c. To make no written offer or commitment to purchase lands in the project area before execution of this Agreement and before written DEPARTMENT approval as provided for in Section 9. Failure to comply with this requirement shall, at the option of the DEPARTMENT, make the cost of the property an ineligible expense under this Agreement and subject this Agreement to termination by the DEPARTMENT.
- d. To provide verification that the site is not a facility as defined by State Law , based on the results of due diligence and, if needed, an environmental assessment or if the site has been determined to be a facility, to provide documentation of due care compliance. The results of the due diligence must be accounted for in the appraisal(s).
- e. To complete a 40-year title review on the property. The results of the title review must be accounted for in the appraisal(s).
- f. To complete an appraisal of the project area in accordance with standards established by the DEPARTMENT to determine the fair market value thereof; two appraisals meeting these standards being required for properties valued at \$750,000 or more. Failure to complete the appraisal in this manner shall make the cost of said appraisal(s) an ineligible expense under this Agreement.
- g. To submit the appraisal(s) to the DEPARTMENT for approval no later than 120 days after the date of execution of this Agreement. No written offer or commitment to purchase land in the project area shall be transmitted by the GRANTEE until after approval has been given in writing by the DEPARTMENT .
- h. To perform, or to directly contract for the performance of, all appraisals, appraisal reviews, title review and closing, actual acquisition of all lands in the project area.
- i. To eliminate all pre-existing non-recreation uses of the project area within 90 days of the date of acquisition, unless otherwise approved by the DEPARTMENT in writing.
- j. To remove existing structures or make ready for an appropriate use in a reasonable time frame after completion of the acquisition.
- k. To complete acquisition of the entire project area before **08/31/2021**. Failure to acquire the project area by **08/31/2021** shall constitute a breach of this Agreement and subject the GRANTEE to the remedies provided by law and set forth in Section 23 of this Agreement.
- l. To provide the DEPARTMENT all documents and information as specified in Sections 8a or 8b of this Agreement. If utilizing reimbursement process, documents must be submitted within 60 days after the transaction is closed. If utilizing escrow closing process, documents must be submitted no later than 60 days prior to desired closing.
Failure to submit the required documents and information for review shall constitute a breach of this Agreement and subject the GRANTEE to remedies provided for by law and Section 22 of this Agreement. Proof of payment to seller (such as cancelled check, wire confirmation, etc.), recorded warranty deed, recorded mineral royalty deed and recorded Declaration and Notice must be submitted

to the DEPARTMENT within 60 days after closing. The final 10% of eligible grant amount will be released upon satisfactory audit review and approval by the DEPARTMENT .

- m. For parcels over 5 acres, to execute, acknowledge and deliver to the DEPARTMENT a deed conveying to the State of Michigan a perpetual nonparticipating 1/6 interest in all of the rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area.
- n. To retain all rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in perpetuity.
- o. To not develop any rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in a manner that diminishes the usefulness of the project area for its intended purposes. In addition, GRANTEE agrees not to develop, or allow others to develop, any such minerals from sites adjacent to the project area in a manner that diminishes the usefulness of the project area for its intended purposes.
- p. To maintain satisfactory financial accounts, records, and documents and to make them available to the DEPARTMENT for auditing upon request. Such accounts, records, and documents shall be retained by the GRANTEE for not less than three years following submittal of the final audit reimbursement request.
- q. To erect and maintain a sign or other acknowledgement as approved by the DEPARTMENT on the property which designates this project as one having been acquired with the assistance of the MNRTF . The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
- r. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
- s. To provide the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any facilities constructed thereon, and to provide the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Any tariff schedule proposed shall provide solely for sufficient revenues to cover the costs of operating, maintaining and/or developing the premises and/or any facilities provided thereon. Preferential membership or annual permit systems are prohibited at this site. Differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- t. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
- u. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of

project area and/or facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.

- v. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - w. To maintain the premises in such condition as to comply with all federal, State, and local laws which may be applicable and to make any and all payments required to pay any and all taxes, fees, or assessments legally imposed against the project area.
 - x. To make the project area and any facilities located thereon and the land and water access ways to them open to the public within 90 days of the date of acquisition and to keep them open to the public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability.
 - y. To make the project area and any future facilities provided thereon available for public outdoor recreation in perpetuity and in accordance with uses described in this Agreement and APPENDIX C, to regulate the use thereof and to provide for the maintenance thereof to the satisfaction of the DEPARTMENT, and to appropriate such moneys and/or provide such services as shall be necessary to provide such adequate maintenance.
10. The GRANTEE shall acquire fee simple title, free of all liens, encumbrances, or restrictions on future use to the lands in the project area. The fee simple title acquired shall not be subject to (1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or any other mineral interests.
11. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area.
12. The project area and any facilities located thereon shall not be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years, or for any other period, nor shall there be any whole or partial transfer of title, ownership, or right of ownership or control without the written approval and consent of the DEPARTMENT.
13. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
- a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater fair market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.

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- b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT .
- c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
14. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands affected with outdoor recreation properties of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution with other outdoor recreation properties of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
15. The GRANTEE acknowledges that:
- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE to make the property safe for public use no later than 90 days after the date of acquisition; and
- b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area, and that responsibility for actions taken to develop, operate, or maintain the project area is solely that of the GRANTEE; and
- c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in acquiring same.
- d. The GRANTEE acknowledges that the DEPARTMENT is not responsible for any tax liability assessed on the property after closing by the GRANTEE. Further, the eligible amount of tax pro-rated at time of closing will be determined by the DEPARTMENT.
16. Before the DEPARTMENT will give written approval to make a written offer to purchase the property included in this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
- b. If any portion of the project area is a facility, documentation that Department of Environmental Quality-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
17. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in

writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.

18. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
19. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
20. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general, including any appurtenant riparian rights, to and in the project area and any lands connected with or affected by this project.
21. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
22. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
23. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law and this Agreement, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and the Recreation Passport Grant Program and/or
 - d. Require repayment of grant funds already paid to GRANTEE.
 - e. Seek specific performance of the Agreement terms. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United

States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final audit reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final audit reimbursement has been made shall be the specific performance of this Agreement.

24. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.

25. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

26. The Agreement may be executed separately by the parties. This Agreement is not effective until:

- a. The GRANTEE has signed it and returned it together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and
- b. The DEPARTMENT has signed it.

Required - Please choose one

Acquisition Closing Option Desired:

- This project will be completed utilizing a grant reimbursement process. Grantee will purchase land and seek reimbursement after closing.
- This project will be completed utilizing an escrow closing process.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date

Approved by resolution (true copy attached) of the _____,
date

_____ meeting of the _____
(special or regular) (name of approving body)

GRANTEE

SIGNED:

By _____

Print Name: _____

Title: _____

Date: _____

Grantee's Federal ID#

38-6006897 _____

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

By _____
Dan Lord

Title: Manager, Grants Management

Date: _____

SAMPLE RESOLUTION
(Acquisition)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$ _____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To regulate the use of the property acquired and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
4. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

The following aye votes were recorded: _____
The following nay votes were recorded: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

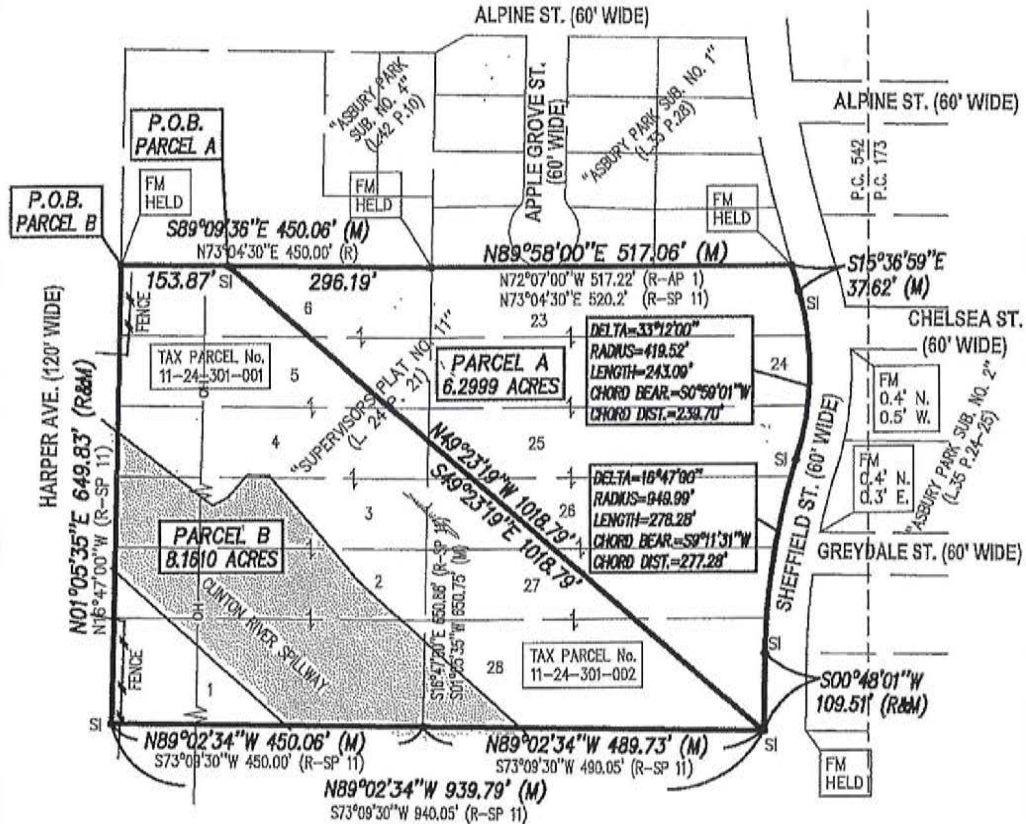
I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

Dated

SURVEY



NOTE:
 WESTERLY RIGHT OF WAY OF SHEFFIELD ST. WAS ESTABLISHED FROM FOUND MONUMENTATION AND DATA RECORDED IN "ASBURY PARK SUB. No. 2".



SCALE 1" = 200'



BASIS OF BEARINGS: GEODETIC NORTH BASED ON GPS OBSERVATIONS

LEGEND

- SI SET IRON
- MAG/TAG SET MAGNETIC NAIL W/SDA TAG
- FM FOUND MONUMENT
- (10) SDA POINT No.
- (R) RECORD
- (M) MEASURED
- (C) CALCULATED
- (R-SP 11) RECORD SUPERVISOR'S PLAT No. 11
- (R-AP 1) RECORD ASBURY PARK SUB. No. 1
- /— OVERHEAD WIRE W/UTILITY POLES

Plotted: Sep 26, 2017, 3:30 PM by user: 510 - Saved: 9/29/2017 by user: 510
 J:\SMA\SM17090_MCP\DWG\Clinton River Parcel\DWG\SM17090B.DWG

SPALDING DeDECKER
 Engineers | Surveyors

905 South Blvd. East Phone: (248) 844-5400
 Rochester Hills, MI 48307 Fax: (248) 844-5404
 www.sda-eng.com

DRAWN: S.BROWN	DATE: 09-29-17
CHECKED: K.SIROIS	DATE: 09-29-17
MANAGER: M.DEDECKER	SCALE: 1" = 200'
JOB No. SM17-090	SHEET: 1 OF 3
P.C. 542 TOWN 02 NORTH RANGE 13 EAST	
CLINTON TOWNSHIP MACOMB COUNTY, MI	

A meeting of the Inter-County Drainage Board for the **CLINTON RIVER SPILLWAY DRAIN** was held in the Office of the Macomb County Public Works Commissioner, 21777 Dunham Road, Clinton Township, Michigan on March 28, 2018.

PRESENT: Michael Gregg, Chairman
Michigan Department of Agriculture & Rural Development

Candice Miller, Secretary
Macomb County Public Works Commissioner

Jim Nash, Member
Oakland County Water Resources Commissioner

Joe Suma, Member
Lapeer County Drain Commissioner

ABSENT: Robert Wiley, Member
St. Clair County Drain Commissioner

ALSO PRESENT: Brian Baker, Chief Deputy, Karen Czernel, Deputy, Bruce Manning, Financial Manager, Tom Stockel, Construction Manager, Jeff Bednar, P.E., CFM, Environmental Engineer, Denise Harwood, Accountant, Barbara Delecke, Administrative Services, Office of Macomb County Public Works Commissioner; Anne Vaara, Chief Deputy, Steve Korth, P.E., Manager, Joel Kohn, P.E., Engineering Systems Coordinator, Office of Oakland County Water Resources Commissioner; Mary Bednar, P.E., Director of Public Services, Clinton Township; Brian Hartner, Fred Kaluza, Linda Kaluza, Clinton Township Residents

The Chairman called the meeting to order at 11:10 a.m.

A motion was made by Mr. Suma, supported by Mr. Nash to approve the agenda as presented.

Adopted: YEAS: 4
NAYS: 0

The minutes of the meeting of February 28, 2018 were presented. A motion was made by Mr. Nash, supported by Mr. Suma to approve the minutes as presented.

Adopted: YEAS: 4
NAYS: 0

The Clinton River Spillway project received a Merit Award at the Michigan Association of County Drain Commissioners' Winter Conference. A meeting was held with the EPA where it was recommended that Macomb County request an extension into 2018 for post-monitoring and final clean-up. Anyone interested in participating in the spring fish shocking on April 24, 2018, please let Mr. Bednar know. Warranty work for the plantings will be determined once everything starts to turn green. Additional plantings will be done in May/June under the NOAA portion of the grant; trees will be planted at the Harrison Township park site and along the Harbor Road site close to the fishing pier. Woody vegetation treatments will be done in June/July. A phragmites treatment will be applied in September. Mr. Gregg asked that a tour be planned for May/June. The MDNR provided four signs that they would like installed near the Harrison Township Park and the fishing pier.

A motion was made by Mr. Suma, supported by Mr. Nash to receive and file the project update given by Mr. Bednar.

Adopted: YEAS: 4
NAYS: 0

A motion was made by Mr. Nash, supported by Ms. Miller to receive and file Mr. Saph's report, authorize Macomb and Oakland Counties to collaborate on information, add the Red Run Inter-County Drain to the quote and to investigate alternative allocations.

Adopted: YEAS: 4
NAYS: 0

Clinton Township is interested in purchasing approximately 6.299 acres of the Sheffield property through a Trust Fund Grant. The grant is for 75% of the cost, with the township providing a 25% match. Total purchase price will be \$377,940.00. Ms. Bednar asked the Board to provide a letter of support to be included with the grant application due on April 1st. Mr. Gregg asked Macomb County, as Secretary, to write the letter on behalf of the Board. Ms. Bednar also asked if Macomb and Oakland Counties would write letters of support for a parcel of land Clinton Township is purchasing by the George George Park. The township needs a more definitive list of maintenance costs and is willing to work with the Board on this.

A motion was made by Mr. Nash, supported by Ms. Miller to authorize the expression of interest in the sale of the Sheffield property and to support the Michigan Department of Natural Resources Trust Fund Grant proposal from Clinton Township.

Adopted: YEAS: 4
NAYS: 0

A motion was made by Ms. Miller, supported by Mr. Suma to receive and file the financial report presented by Mr. Manning.

Adopted: YEAS: 4
NAYS: 0

There being no further business, it was moved by Ms. Miller, supported by Mr. Nash, that the meeting of the Clinton River Spillway Inter-County Drainage Board be adjourned.

Adopted: YEAS: 4
NAYS: 0

The meeting was adjourned at approximately 11:40 a.m.



Candice S. Miller, Secretary
Clinton River Spillway Inter-County Drainage Board

Charter Township of Clinton



Robert J. Cannon
Supervisor

Elizabeth M. Vogel
Deputy Supervisor

March 19, 2018

Re: Clinton Township Acquisition of Property for Future Recreation Purposes
Intent to Submit for Michigan Natural Resources Trust Fund Land
Acquisition Grant. Parcel No. 16-11-24-301-004 (Vacant)

Commissioner Miller,

Our community is actively pursuing goals of increasing parkland areas and public open spaces for our residents. One of our main endeavors, which is consistent with our recently adopted Parks & Recreation Master Plan, is to acquire available properties from willing sellers to accomplish those underlying goals. Recently, it has come to our attention that 6,299 acres of vacant property (Parcel No. 16-11-24-301-004) is currently for sale along the Clinton River Spillway and adjoining Sheffield Street. This property is currently owned by the Intercounty Drainage Board and maintained by the Macomb County Public Works Office. Based upon our initial investigation of the property, it would be well-suited for future recreational uses.

Representatives from Clinton Township recently expressed interest in acquiring this property and there has been positive reception from your office on our efforts. At this time, we are seeking to leverage costs to purchase this property using land acquisition grant monies from Michigan Natural Resources Trust Fund. As the entrusted fiduciary to our taxpaying residents, we view this mechanism as the most fiscally responsible approach in achieving these recreation goals. A public notice has been posted for our next Township Board Meeting on March 19, 2018 to receive public comments on acquiring this property for future recreation purposes. At that same meeting, we are also prepared to adopt a resolution to apply for land acquisition grant monies from the MNRTF. Using the most current land appraisal information from July 21, 2017, we determined the property value to be \$377,940. Clinton Township is willing to offer that purchase price, contingent upon MNRTF Grant approval and subsequent land appraisal cost confirmation. With the considerations noted herein, we are requesting the Intercounty Drain Board accept this letter of intent to purchase the property through the MNRTF Grant.

Clinton Township is also open to further discussions on the property maintenance as the grant process and land purchase considerations materialize. The grant process will take several months to complete and we can have further discussions with your office on some of the yearly maintenance tasks your office must undertake to keep the property in good condition. We are willing to meet with your office in the near future to discuss any mutual benefits in providing assistance on grounds maintenance.

Sincerely,

Robert J. Cannon
Supervisor

Paul Gielegem
Treasurer

CIVIC CENTER
40700 Romeo Plank Road
Clinton Twp, MI 48038 - 2900
Phone: (586) 286 - 8000
Fax: (586) 286 - 9350



31ST DISTRICT
STATE CAPITOL
P.O. BOX 30014
LANSING, MI 48909-7514
PHONE: (517) 373-0159
FAX: (517) 373-5898
E-MAIL: williamsowerby@house.mi.gov

MICHIGAN HOUSE OF REPRESENTATIVES

WILLIAM J. SOWERBY
STATE REPRESENTATIVE

January 31, 2018

Candice Miller
Public Works Commissioner
21777 Dunham Road
Clinton Township, MI 48036

Dear Commissioner Miller,

I am writing to you regarding land that is located in my district that is under consideration to be sold and my concerns with this potential sale.

The property (Tax Parcel ID numbers 16-11-24-301-001 and 16-11-24-301-002) is owned by the Drainage Board for the Clinton River Spillway Drain. This property is near Harper Avenue and Sheffield Street in Clinton Township. This property was brought to my attention by a constituent who lives near the property and is opposed to the sale of this property. After speaking with your office and viewing recent Clinton River Spillway Inter-County Drainage Board meeting agendas and minutes, I understand that the drainage board is looking into selling this property and decisions on the fate of this property could be made very soon.

Due to the potential sale of the property, I respectfully ask that the Drainage Board delay selling the property for the foreseeable future so that interested parties can investigate and research other possible uses for this property. I am also willing to further discuss with you and your office this property and potential future uses.

I thank you for your time and attention to this issue and hope to discuss this issue further with you.

Sincerely

Bill Sowerby
State Representative
31st House District

Summary of Salient Facts and Conclusions

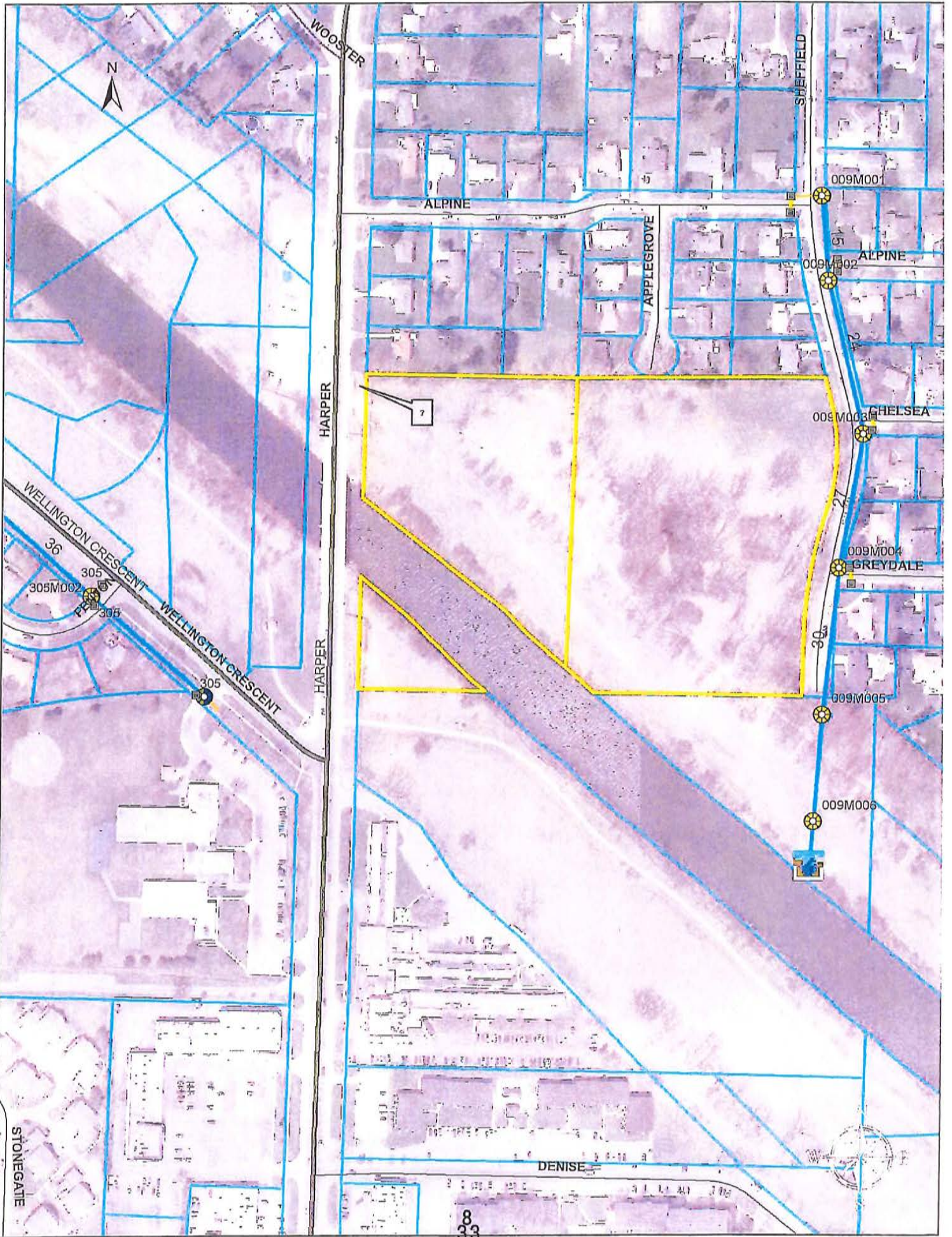
Property Name	Vacant Residential Land
Address	Harper Avenue & Sheffield Street Clinton Township, Macomb County,
Property Type	Residential Land
Owner of Record	U S Govt (U.S. Government)
Tax ID	16-11-24-301-001 (bisected) and 16-11-24-301-002
Total Land Area Combined Property (Gross)	12.68 acres; 552,490 SF
Parcel 16-11-24-301-001	4.96 acres; 216,010 SF
Parcel 16-11-24-301-002	7.72 acres; 336,480 SF
Total Land Area Combined Property (Usable)	8.74 acres; 380,640 SF
Parcel 16-11-24-301-001	2.17 acres; 94,420 SF
Parcel 16-11-24-301-002	6.57 acres; 286,220 SF
Zoning Designation	R-3, RML, & FW, One-Family Residential District, Multiple Family Residential District, and Floodway District
Highest and Best Use	Inventory residential development land
Exposure Time; Marketing Period	6 to 12 months; 6 to 12 months
Effective Date of the Appraisal	July 21, 2017
Date of the Report	July 31, 2017
Property Interest Appraised	Fee Simple

Value Conclusions

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is of Combined Property	Fee Simple	July 21, 2017	\$520,000
Market Value As Is of Parcel 16-11-24-301-001	Fee Simple	July 21, 2017	\$90,000
Market Value As Is of Parcel 16-11-24-301-002	Fee Simple	July 21, 2017	\$390,000

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than Macomb County Public Works Office may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.





CLINTON RIVER SPILLWAY 6/4/19 - 6/18/19

<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>
Clinton River Spillway	Chapter 21	Bednar	Nickel & Saph, Inc.	\$ 17,903.25	Invoice #19789 PP - 05.21.19	Pre-Paid Insurance Liability Renewal 06.28.19 - 06.28.20	
		Bednar	Nickel & Saph, Inc.	\$ 5,967.75	Invoice #19789 - 05.21.19	Insurance Liability Renewal 06.28.19 - 06.28.20	
	NOAA Grant (Closing Date 06.30.19)	Bednar	RG Eisenhardt Contracting, Inc.	\$ 50,205.00	Invoice #4594 - 06.11.19	Restoration of staging area Jefferson/Harper	\$ 191,463.45
Total				\$ 74,076.00			

YTD Trial Balance

Fund: Clinton River Spillway

As of Fiscal Period: Oct 1, 2018-May 31, 2019

	O&M Balance 9/30/2018	O&M	TOTAL 5/31/2019
Cash - Operating	195,411	(8,838)	186,573
Accounts Receivable			0
Assets			0
Liabilities			0
Revenues		953	953
Expenditures		9,791	9,791
Equity	195,411		186,573

NOTES

Remaining balance-NOAA Grant 208,822
 Remaining balance-EPA Grant(Total) 423,714 Total shows amount remaining for
 Both grants require no match Partridge Creek, McBride and Spillway projects