

Gregg
Miller
Nash
Suma
Wiley

CLINTON RIVER SPILLWAY
INTER-COUNTY DRAINAGE BOARD
DECEMBER 16, 2020
10:00 A.M.
AGENDA

NOTE: THIS MEETING WILL BE HELD BY TELECONFERENCE

Call in Number: 1-813-370-0538
Access Code: 704 367 699

	Page
1. Call of meeting to order and roll call	
2. Approval of Agenda	
3. Approval of Minutes of meeting of November 18, 2020	3
4. Public Participation	
5. Project Update – Jeff Bednar	
6. Sheffield Property Sale – Ben Aloia/Jeffrey Candela	6
Motion: To approve and execute the Resolution and Order for the sale of the Sheffield Property to Clinton Township.	
7. Consideration for approval of invoices (see attached)	16
8. Financial Update – Bruce Manning	17
9. Old Business	
10. New Business	
11. 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 via telephone conference per the State Public Act 228 of 2020, on November 18, 2020.

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

Candice Miller, Secretary
Macomb County Public Works Commissioner

Anne Vaara, Member
Oakland County Water Resources Chief Deputy

Joe Suma, Member
Lapeer County Drain Commissioner

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

ALSO PRESENT: Steve Korth, P.E., Manager, George Nichols, P.E., Civil Engineer III Office of Oakland County Water Resources Commissioner; Brian Baker, Chief Deputy, Jeff Bednar P.E., Environmental Resources Manager, Bruce Manning, Financial Manager, Tom Stockel, Construction Engineer, Kellie Kource, Drain Account Specialist, Stephen Downing, Construction & Maintenance Manager, Karen Czernel, Deputy, Macomb County Public Works; James Burton, Hubbell, Roth & Clark; Steve Roznowski, Spicer Group; Dana Dugger, Resident

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

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

Adopted: YEAS: 4
NAYS: 0

The minutes of the meeting of June 23, 2020 were presented. A motion was made by Ms. Miller, supported by Ms. Vaara to approve the minutes as presented.

Adopted: YEAS: 4
NAYS: 0

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

Mr. Bednar updated the board that Anglin is currently performing our AOC warranty project work and will have plants established in the spring. Invasive species were treated in early fall utilizing the EPA maintenance contract. It will take some time for the treatment to become effective and the area will be mowed soon at a higher height to encourage the species that were planted there to grow. While out on the Spillway, they identified an invasive plant that is on the watch list that is coming into our area. They plan to capture the water lettuce plant species and eradicate them.

Mr. Stockel updated the board that the series of sinkholes along the Spillway have been repaired. Pine trees that were dead at the fishing pier have been replaced, and fence has been repaired off of Ballard Street due to fallen trees.

A motion was made by Ms. Miller, supported by Ms. Vaara to receive and file the project update by Mr. Bednar and Mr. Stockel.

Adopted: YEAS: 4
NAYS: 0

Dana Duggar addressed the board for public comment thanking the team for all the work along the Spillway. He also stated that the nylon netting used on the property creates a nuisance, is in the water and capturing debris. There is an ongoing erosion in the parking area north of the bridge and east of Harper. The footpath between the parking lot and fishing pier does not have any drainage and is eroding. He also noted that the trees and shrubs that were planted in 2019 did not survive and need to be addressed.

Ms. Miller addressed the homeless camp under the bridge. The debris issues have been addressed in the past, but there is no good solution. Dana stated he felt the amount of debris was a potential health hazard to the children walking along the Spillway and would like to see the debris cleared up. We will look into the debris more in the spring.

Ms. Czernel updated the board that the Aloia Law Firm has been working with us since discovering there was a quick claim deed discrepancy on property description for the sale of the Spillway property. We have avoided re-surveying and learned that the Army Corp. approved the property description that Aloia put together for them. The legal review is complete, and the process has begun to complete the paperwork and will be completed in a few weeks.

A motion was made by Ms. Vaara, supported by Ms. Miller to receive and file the property sale update by Ms. Czernel.

Adopted: YEAS: 4
NAYS: 0

Mr. Baker presented the 2021 meeting schedule to the board.

A motion was made by Mr. Suma, supported by Ms. Vaara to adopt the 2021 meeting schedule as presented.

Adopted: YEAS: 4
NAYS: 0

Mr. Downing updated the board that we have been very satisfied with Marino's Landscaping and would like to extend the lawn maintenance contract at current pricing with them for three years.

A motion was made by Ms. Miller, supported by Ms. Vaara to approve a contract amendment to extend the Marino's Landscaping contract for the 2021, 2022, and 2023 seasons based on 2020 rates for a total cost of \$16,380 (\$5,460 annually).

Adopted: YEAS: 4
NAYS: 0

The Chairman presented the invoices totaling \$49,856.24 as provided to the Board for review and approval.

A motion was made by Mr. Suma, supported by Ms. Vaara to approve the invoices as presented.

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 Ms. Vaara 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 10:51 a.m.



Candice S. Miller, 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 November 18, 2020. The original of which is on file in the Public Works Commissioner's Office. Public notice of the meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1975, including, in the case of a special or rescheduled meeting or a meeting secured for more than 36 hours, notice by posting at least 18 hours prior to the time set for the meeting.



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

DATED: 11/18/2020

DRAINAGE BOARD FOR THE CLINTON RIVER SPILLWAY DRAIN
AGENDA ITEM WORKSHEET

Meeting Date: Wednesday, December 16, 2020

Property: Vacant Sheffield, Clinton Township, Michigan 48036
Parcel/Tax ID 16-11-24-301-004

Synopsis: Clinton Township (“Township”) has made an offer to the Drainage Board for the Clinton River Spillway Drain, (“CRSD”), to purchase certain real property located in Clinton Township, County of Macomb, State of Michigan, being commonly known as Vacant Sheffield, Clinton Township, Michigan 48036, Parcel/Tax ID 16-11-24-301-004 (“Subject Property”), for the amount of \$377,940.00. Macomb County Public Works Commissioner Candice S. Miller, as Secretary for the Board of the CRSD, has preliminarily negotiated the sale of the Subject Property and the proposed purchase price is supported by appraisal. The Township intends to use the Subject Property as a park/green space in conjunction with a grant from the Michigan Department of Natural Resources. The Subject Property was previously split from a parent parcel that was owned by the CRSD along the spillway, and is considered excess property. The CRSD will retain the sister parcel where the spillway is located.

Recommendation: Approve and execute the enclosed Resolution and Order of Drainage Board for the Clinton River Spillway Drain Regarding Sale of Real Property appointing Macomb County Public Works Commissioner Candice S. Miller, as Secretary of the CRSD to undertake, commit and perform all acts necessary to close the sale of the property and execute all closing documents associated with the transaction with Clinton Township.

**RESOLUTION AND ORDER OF DRAINAGE BOARD FOR THE
CLINTON RIVER SPILLWAY DRAIN REGARDING SALE OF REAL
PROPERTY**

WHEREAS, Clinton Township has made an offer to the Drainage Board for the Clinton River Spillway Drain, a Michigan Chapter 21 Drain District (“CRSD”), to purchase certain real property located in Clinton Township, County of Macomb, State of Michigan, commonly known as Vacant Sheffield, Clinton Township, Michigan 48036, Parcel/Tax ID 16-11-24-301-004 (“Subject Property”) for the amount of \$377,940.00.

NOW, THEREFORE, be it resolved, determined by the Board of the CRSD that the Board of the CRSD approves the sale of the Subject Property to Clinton Township for the amount of \$377,940.00, and;

FURTHER, be it resolved, determined by the Board of the CRSD that Macomb County Public Works Commissioner Candice S. Miller is hereby appointed by the Board of the CRSD, who shall have full power and authority on behalf of the CRSD, as its Secretary, to undertake, commit, and perform all acts necessary to close the sale of the above-referenced real property, as well as execute all purchase agreements and closing documents associated with the transaction, and receive the proceeds as a result of the closing. All previous actions taken by Commissioner Miller to negotiate and finalize this purchase are hereby confirmed and approved.

Resolved in Clinton Township, Michigan

Effective _____, 2020

**DRAINAGE BOARD FOR THE CLINTON RIVER
SPILLWAY DRAIN**

MICHAEL GREEG

CANDICE S. MILLER

JIM NASH

JOE SUMA

ROBERT WILEY



OFFER TO PURCHASE (WITH LAND DONATION)/WAIVER OF JUST COMPENSATION

Required By Act 451, P.A. 1994, as amended, and Act 227 of 1972. Submission required for payment/reimbursement.

This document is to be used for land acquisition grants under the Michigan Natural Resources Trust Fund (MNRTF) when the acquisition includes donation of land value. A separate *Offer to Purchase (with Land Donation)/Waiver of Just Compensation* form is required for each seller. Upon completion of the document by the Local Government/Buyer and the Landowner/Seller(s), signature by the local government and all of the landowners (or their legal representative) is required.

SECTION A: PROJECT DESCRIPTION (to be completed by the local government)

MNRTF Project Number: TF18-0218	MNRTF Project Title: Clinton River Spillway Park Acquisition
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SECTION B: Buyer Information (The Buyer is the MNRTF grantee/local government pursuing the acquisition)

Name of Local Government/Buyer: Charter Township of Clinton	Name of Local Government/Buyer's Representative: Mary Bednar, PE, CFM, Director of Public Services
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Address of Local Government/Buyer: 40700 Romeo Plank Road	City Clinton Township	State MI	ZIP 48038
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SECTION C: Landowner/Seller(s) Information (Owners of the real property based on title records)

1. Name of Landowner/Seller Inter-County Drainage Board for the Clinton River Spillway Address of Landowner/Seller: 21777 Dunham Road	2. Name of Landowner/Seller Address of Landowner/Seller	3. Name of Landowner/Seller Address of Landowner/Seller
City Clinton Township State MI ZIP 48036	City State ZIP	City State ZIP

SECTION D: Legal Description (to be completed by the local government)

A legal description for the real property must be attached to this document and reviewed by the landowner(s) and local unit of government before the document is signed.

SECTION E: Just Compensation (to be completed by the local government)

Just Compensation, which is the Michigan Department of Natural Resources -approved fair market value, has been identified as: **\$60,000/acre x 6.29 acres = \$377,940**

SECTION F: Offer To Purchase Price (to be completed by the local government)

An Offer to Purchase has been made in the amount of (DNR-approved fair market value or higher): **\$60,000/acre x 6.29 acres = \$377,940**

SECTION G: Cash Compensation And Value Of Land Donation (to be completed by the landowner)

1. The landowner has voluntarily agreed to accept Cash Compensation in the amount of:	\$60,000/acre x 6.29 acres = \$377,940
2. The difference between the Just Compensation/Offer to Purchase Amount and the Cash Compensation Amount is: (This represents a donation of land value from the Landowner/Seller(s) to the Local Government/Buyer)	\$0

SECTION H: LOCAL GOVERNMENT/BUYER CERTIFICATION

By signing this document, the Local Government/Buyer certifies the following:

- The Local Government/Buyer as listed in Section B offers to purchase the property described under Section D for the purchase price listed in Section F and to pay the incidental closing costs, unless waived by the Landowner/Seller(s).
- Cash compensation in the amount listed in Section G will be provided at the time of closing. The difference in the Just Compensation/Offer to Purchase price and the Cash Compensation amount as listed in Section G represents a donation of land value.
- The value of the land donation may be used by the local government to meet all or a portion of their match obligations for the MNRTF grant, with prior approval from the Michigan Department of Natural Resources and the MNRTF Board. Approved land donation will, at the time of closing, be a credit to the Local Government/Buyer and a debit to the Landowner/Seller(s).

Local Government's Representative Signature:
Mary Bednar, PE, CFM, Director of Public Services

Date

SECTION I: LANDOWNER/SELLER(S) CERTIFICATION (to be completed by the landowner/seller)

By signing this document, the Landowner/Seller(s) certifies the following:

1. I have been provided with a Statement of Just Compensation.
2. Of my own choice, I have elected to accept the Cash Compensation Amount listed in Section G.1., which is less than the Just Compensation/Offer to Purchase price, as based on the DNR-approved fair market value. The difference represents a donation of land value to the Local Government/Buyer. I understand that the value of the land donation may be used by the local government to meet their match obligations for a MNRTF grant with prior approval of the DNR.
3. I accept this Offer to Purchase and the Cash Compensation Amount.
4. The reason(s) I am accepting cash compensation in an amount less than the Just Compensation/Offer to Purchase is:

Governmental Seller and Governmental Buyer have stipulated on the compensation amount.

a) *Landowner/Seller or Landowner's/Seller s Legal Representative Signature*
Candice Miller, Macomb County Pubic Works Commissioner

Date

b) *Landowner/Seller or Landowner's/Seller s Legal Representative Signature*

Date

c) *Landowner/Seller or Landowner's/Seller s Legal Representative Signature*

Date

This completed and signed document must be submitted with the Reimbursement Package to:

**Grants Management
Michigan Department of Natural Resources
PO Box 30425
Lansing MI 48909-7925**



STATEMENT OF JUST COMPENSATION

Required By Act 451, P.A. 1994, as amended, and Act 227 of 1972. Submission is required for payment/reimbursement.

This document is used for land acquisition grants under the Michigan Natural Resources Trust Fund (MNRTF). A separate *Statement of Just Compensation* form is required for each seller. Upon completion of the *Statement of Just Compensation* form by the local government and the landowner(s), signature by the local unit of government's representative and all landowners (or their legal representative) is required.

SECTION A: PROJECT DESCRIPTION (to be completed by the local government)

MNRTF Project Number: TF18-0218	MNRTF Project Title: Clinton River Spillway Drain – Property Acquisition
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Grantee (local government pursuing the acquisition): Charter Township of Clinton	Name of Grantee's Representative: Mary Bednar, PE, CFM, Director of Public Services
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Project Description/Purpose of the acquisition:
Acquisition of real property from the Drainage Board Clinton River Spillway Drain for park purposes

Acreage to be acquired: 6.299 acres	County of the real property: Macomb County
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Owners of the real property based on title records:

- a. **Drainage Board for Clinton River Spillway Drain**
- b. _____
- c. _____

SECTION B: LEGAL DESCRIPTION (to be completed by the local government)

A legal description for the real property must be attached to this *Statement of Just Compensation* form and reviewed by the landowner(s) and local unit of government before the *Statement of Just Compensation* form is signed.

SECTION C: JUST COMPENSATION (to be completed by the local government)

Just compensation takes into consideration the location of the property, its highest and best use, and current land sales of similar properties. An increase or decrease in the market evaluation caused by the public improvement or the project for which the property is to be acquired, or by the likelihood that the property would be acquired for such improvement or project, other than that due to the physical deterioration of the property within the reasonable control of the owner, has been disregarded in making the determination of just compensation.

1. Just Compensation, which is the Michigan Department of Natural Resources -Approved Fair Market Value, has been identified as: **\$440,000**

2. Just Compensation includes amounts for the land, improvements, severance, if any, and other elements, as follows:

Land and Improvements:	\$440,000	<input checked="" type="checkbox"/> Amount includes buildings, structures or other improvements
Less Damage to the Remainder:	\$0	
Less/Plus Other:	\$0	
Total:	\$440,000	Must be amount shown in Section C (1) above

SECTION D: FEE SIMPLE TITLE (to be completed by the local government)

ONE OF THE FOLLOWING BOXES MUST BE CHECKED:

Acquisition will be of fee simple title free of all liens, encumbrances, and restrictions and with no interests reserved by the landowner.

OR

Acquisition is subject to the following easements or restrictions or interests or rights to be reserved by the landowner. *

Describe below:

* **IMPORTANT** – All easements, restrictions, and reservations of interests by the landowner must have prior approval by the DNR. If this box is checked, the local unit of government should not proceed with the acquisition without written approval from the DNR.

STATEMENT OF JUST COMPENSATION (Continued)

SECTION E: OCCUPANTS (to be completed by the landowner)

The following persons are occupying the property as separate households or are conducting business activities:

1. Name of Occupant None	2. Name of Occupant	3. Name of Occupant
Address of Occupant	Address of Occupant	Address of Occupant
City State ZIP code	City State ZIP code	City State ZIP code
TYPE OF OCCUPANCY: <input type="checkbox"/> Household <input type="checkbox"/> Lease <input type="checkbox"/> Business <input type="checkbox"/> Rental	TYPE OF OCCUPANCY: <input type="checkbox"/> Household <input type="checkbox"/> Lease <input type="checkbox"/> Business <input type="checkbox"/> Rental	TYPE OF OCCUPANCY: <input type="checkbox"/> Household <input type="checkbox"/> Lease <input type="checkbox"/> Business <input type="checkbox"/> Rental

SECTION F: GRANTEE CERTIFICATION (to be completed by the local government)

1. The Just Compensation amount is based upon a DNR-approved appraisal prepared for the local government and is not less than the appraiser's opinion of fair market value that he/she determined after a personal inspection of the property.
2. The landowners were given the opportunity to accompany the appraiser.
3. The local unit government is prepared to commence with negotiations for the purchase of this property.
4. The local government will ensure all occupants of the property are made aware of the potential relocation benefits.
5. The local government will pay all incidental costs associated with the acquisition, unless the landowner(s) waives this requirement in writing.
6. This is NOT an offer to purchase.

 Grantee's Representative Signature - Mary Bednar, PE, CFM, Director of Public Services Date

SECTION G: LANDOWNER(S) CERTIFICATION (to be completed by the landowner)

1. I was offered the opportunity to accompany the appraiser over the subject land.
2. I have received a copy of this *Statement of Just Compensation* form, fully reviewed it, and have been advised of my rights under P.L. 91-646.
3. **By signing of this statement, I acknowledge that I have completed Sections E and G. My signature acknowledges receipt of the completed *Statement of Just Compensation* form and places me under no obligation.**

LANDOWNER(S) SIGNATURES:

I or my representative DID DID NOT accompany the appraiser. (ONE OF THESE BOXES MUST BE CHECKED)

 a) Landowner or Owner's Legal Representative Signature Date

I or my representative DID DID NOT accompany the appraiser. (ONE OF THESE BOXES MUST BE CHECKED)

 b) Landowner or Owner's Legal Representative Signature Date

I or my representative DID DID NOT accompany the appraiser. (ONE OF THESE BOXES MUST BE CHECKED)

 c) Landowner or Owner's Legal Representative Signature Date

This completed and signed document must be submitted with the Reimbursement Package to:

Grants Management
 Michigan Department of Natural Resources
 PO Box 30425
 Lansing MI 48909-7925

SEAL

CORRECTIVE QUIT CLAIM DEED

WHEREAS, the United States of America acquired certain real property in 1953 more particularly described in Exhibit A, with said property acquired pursuant to Declarations of Taking filed in the District Court of the United States of America for the Eastern District of Michigan, Southern Division, namely Civil No. 7820, Judgment of Declaration of Taking No. 4, as amended, recorded in the Official County Records of Macomb County in Liber 893 at Page 591, and Civil No. 7820, Judgment of Declaration of Taking No. 2, recorded in the Official County Records of Macomb County in Liber 893 at Page 594.

WHEREAS, the United States of America acquired the real property pursuant to the Flood Control Act of 1917, 64th Congress, Second Session, Ch. 144, 39 Stat. 948, as amended, and Public Law 526, 79th Congress, Second Session, approved July 24, 1946, et. al., for local flood protection along the Clinton River, with the United States intending to transfer the real property to the Grantee herein.

WHEREAS, the United States of America failed to properly transfer the real property in Exhibit A to the Grantee, and now the United States wishes to remedy and correct this error by effectuating the contemplated transfer of the real property in Exhibit A to the Grantee.

KNOW ALL MEN BY THESE PRESENTS: THE UNITED STATES OF AMERICA, acting by and through its Secretary of the Army

whose address is: U.S. Army Corps, 7th Floor Real Estate, 477 Michigan Avenue, Detroit Michigan 48226

hereby QUIT CLAIMS TO: The DRAINAGE BOARD FOR THE CLINTON RIVER SPILLWAY DRAIN

whose address is: c/o Macomb County Department of Public Works, 21777 Dunham Road, Clinton Township, Michigan 48036

all of its right, title and interest in the following described real property situated in the Township of Clinton, County of Macomb, and State of Michigan, to-wit:

See legal description on attached Exhibit "A"

Commonly known as: Vacant Sheffield, Clinton Township, Michigan
Tax Parcel ID No. 16-11-24-301-004

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining for the sum of: ONE DOLLAR (\$1.00), subject to easements and restrictions.

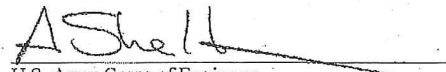
The Grantor grants the Grantee the right to make divisions under section 108 of the Land Division Act, Act No. 288 of Public Acts of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

THIS DOCUMENT IS EXEMPT FROM TRANSFER TAX PURSUANT TO THE PROVISIONS OF MCL 207.505(a) and (h)(i)(County) and MCL 207.526(a) and (h)(i) (State).

Dated this 24th day of November, 2020.

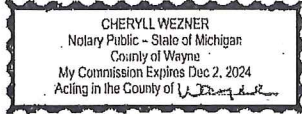
THE UNITED STATES OF AMERICA,
acting by and through its Secretary of the Army


U.S. Army Corps of Engineers
Andrew M. Shelton
Great Lakes Real Estate Contracting Officer

[Notary acknowledgment on following page]

STATE OF Michigan)
) ss
COUNTY OF Wayne)

On this 27th day of November, 2020, before me a Notary Public, personally appeared **Andrew M. Shelton, Great Lakes Real Estate Contracting Officer of the U.S. Army Corps of Engineers of THE UNITED STATES OF AMERICA**, acting by and through its **Secretary of the Army**, known to me to be the person who executed the within instrument and who acknowledged the same to be their free act and deed.



[Signature]
[Printed Name] _____, Notary Public
State of _____, County of _____
My Commission Expires: _____
Acting in the County of _____

INSTRUMENT DRAFTED BY: Benjamin J. Aloia, Esq. ALOIA & ASSOCIATES, P.C. 48 S. Main Street, Suite 3 Mount Clemens, MI 48043	WHEN RECORDED, RETURN TO: Grantee	SEND SUBSEQUENT TAX BILLS TO: Grantee
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EXHIBIT A

Real property situated in the County of Macomb, State of Michigan, and being more particularly described as follows:

TRACT NO. A-3:

Part of Lot 2 of Supervisor's Plat No. 7 of part of Sections 25 and 30 and Private Claim 602, T2N, Ranges 13 and 14 E, Harrison Township, Macomb County, Michigan, more particularly described as follows: Beginning at an iron stake on the Easterly line of Jefferson Avenue 200.00 feet N 43°57'10" E from the SW corner of said Lot 2; thence N 47°25'50" W 33.00 feet to a point along the centerline of Jefferson Avenue; thence N 43°57'10" E 37.00 feet to a point along the centerline of Jefferson Ave.; thence S 47°25'50" E 591.49 feet to Lake St. Clair; thence S 37°45'30" W 37.11 feet along the border of Lake St. Clair; thence N 47°25'50" W 562.49 feet to the Point of Beginning, as recorded in Liber 16, on Page 36 of plats. Containing 0.50 acres, more or less.

TRACT NO. A-5:

The Southwesterly 100.00 feet of Lot No. 2 of Supervisors Plat No. 7 of part of Sections 25 and 30 and Private Claim 602, T2N, Ranges 13 and 14 East, Harrison Township, Macomb County, Michigan; as recorded in Liber 16 on Page 36 of Plats, the said Southwesterly part of Lot No. 2 being more particularly described as follows: Beginning at the Southwest corner of Lot No. 2; thence Northwesterly 33 feet to centerline of Jefferson Avenue; thence 100.00 feet in a Northeasterly direction, to a point; thence Southeasterly 606.32 feet to Lake St. Clair; thence Southwesterly along the border of Lake St. Clair 100.32 feet to a point; thence Northwesterly 584.15 feet to the Point of Beginning. Containing 1.41 acres, more or less.

TRACT NO. A-8:

Lot No. 9 of Supervisor's Plat No. 7 of part of Sections 25 and 30 and Private Claim 602, T2N, Ranges 13 and 14 East, Harrison Township, Macomb County, Michigan, as recorded in Liber 16 on Page 36 of Plats, containing 32.79 acres, more or less.

TRACT NO. A-14:

Land lying in T2N, R14E, and Private Claim 173, Harrison Township, Macomb County, Michigan, more particularly described as follows: Commencing at the intersection of the centerline of Shook Road and the West line of Harrison Township, being also the centerline of Union Lake Road; thence North 7°00' East along the said West line of Harrison Township 5061.53 feet to the point of beginning; thence North 7°00' East 269.00 feet along said West line of Harrison Township; thence South 82°37'20" East 206.11 feet; thence South 44°19'40" East 164.00 feet; thence South 7°00' West 217.70 feet; thence North 83°00' West 327.70 feet to the point of beginning. Containing 2.140 acres, more or less.

TRACT NO. A-15:

Land lying in T2N, R14E, and Private Claim 173, Harrison Township, Macomb County, Michigan, more particularly described as follows: Commencing at the intersection of the centerline of Shook Road and the West line of Harrison Township, being also the centerline of Union Lake Road; thence N 7°00'E along the said West line of Harrison Township 4477.59 feet to a point; thence S 83°00' E 599.79 feet to the Point of Beginning; thence S 83°00' E 396.91 feet to a point; thence N 30°49' W 82.05 feet to a point; thence curving left on the arc of a circle of radius 549.00 feet, interior angle 42°03' a distance of 402.42 feet to a point; thence S 7°00' W 272.36 feet to the Point of Beginning. Containing 1.5 acres, more or less.

TRACT NO. B-101:

Land lying in T2N, R13E, and Private Claim 173, Clinton Township, Macomb County, Michigan, more particularly described as follows: Commencing at the intersection of the centerline of Shook Road and the East line of Clinton Township, being also the centerline of Union Lake Road; thence North 7°00' East along the said East line of Clinton Township 5739.30 feet to a point; thence North 87°05' West 22.30 feet to the Point of Beginning; thence North 87°05' 798.20 feet to a point; thence North 7°00' East 720.37 feet to a point; thence South 43°11'30" East 1036.41 feet to the Point of Beginning. Containing 6.58 acres, more or less.

TRACT NO. B-105:

Lots Nos. 27 and 28 of Supervisors Plat No. 11 of part of T2N, R13E, and parts of Private Claim 542, Clinton Township, Macomb County, Michigan, as recorded in Liber 24 on Page 21 of Plats. Containing 2.96 acres, more or less.

TRACT NO. B-107:

Lots Nos. 3, 4, 25, and 26 of Supervisor's Plat No. 11 of part of T2N, R13E, and part of Private Claim 542, Clinton Township, Macomb County, Michigan, as recorded in Liber 24 on Page 21 of Plats. Containing 4.738 acres, more or less.

TRACT NO. B-110:

Land lying in T2N, R13E, and Private Claim 542, Clinton Township, Macomb County, Michigan, more particularly described as follows: Commencing at the intersection of the centerline of Harper Avenue and the South line of Private Claim 542; thence North 6°19' East along the said centerline of Harper Avenue 2423.02 feet to the point of beginning; thence South 52°58' East 292.28 feet; thence South 43°11'30" East 403.80 feet; thence North 89°55' East 580.70 feet; thence North 7°00' East 589.00 feet; thence North 89°49' West 1149.00 feet; thence South 6°19' West 119.40 feet to the point of beginning. Containing 12.17 acres, more or less.

TRACT NO. B-111:

Land lying in T2N, R13E, and Private Claim 542, Clinton Township, Macomb County, Michigan, more particularly described as follows: Commencing at the intersection of the centerline of Harper Avenue and the South line of Private Claim 542; thence N 6°19' E along the said centerline of Harper Avenue 1838.96 feet to a point; thence N 89°58' E 751.34 feet to the Point of Beginning; thence N 89°58' E 388.26 feet to a point; thence N 7°00' E 113.07 feet to a point; thence S 89°55' W 507.00 feet to a point; thence S 43°11'30" E 153.29 feet to the Point of Beginning. Containing 1.06 acres, more or less.

TRACT NO. B-118:

Lots Nos. 623, 624 and 625 of Liverpool Subdivision of part of Private Claim 542 and part of Private Claim 173, Clinton Township, and City of Mount Clemens, Macomb County, Michigan, as recorded in Liber 11, Page 42 of Plats. Containing 0.394 acres, more or less.

TRACT NO. B-123:

Land lying in T2N, R13E, Fractional Section 23, Clinton Township, Macomb County, Michigan, and more particularly described as follows: Commencing at the intersection of the North line of Section 26 and West line of Private Claim 542; thence N 16°18'20" W 2237.09 feet to a point; thence S 69°48'40" W 822.35 feet to a point; thence N 17°45' W 1476.84 feet to the North line of Wellington Crescent Drive, also known as River Road, this point being the Point of Beginning; thence N 17°45' W 383.46 feet to the centerline of the Clinton River; thence N 82°41' W along the centerline of the Clinton River 488.60 feet; thence S 17°45' E 161.80 feet to a point on the North line of Wellington Crescent Drive; thence S 63°40' E along the said North line of Wellington Crescent Drive 616.12 feet to the Point of Beginning. Containing 2.77 acres, more or less.

CLINTON RIVER SPILLWAY DRAIN 11/17/20 - 12/1/20

Funding Source	Apportionment	Manager	Vendor	Amount	Invoice Detail	Project Summary	Project Balance
Clinton River Spillway	Chapter 21						
	EPA Grant	Baker	Aloia & Associates, P.C.	\$ 945.25	Invoice #20787 - 10.1.20	Sheffield Property Sale	\$ 121,560.50
	EPA Grant	Bednar	Cardno, Inc.	\$ 3,921.71	Invoice #201957 - 11.6.20	Invasive Species Treatment	
	EPA Grant	Slanec	Marino's Landscape	\$ 896.00	Invoice #12070 - 10.31.20	Lawn Care October 2020	
	EPA Grant	Bednar	Six Rivers Land Conservancy	\$ 1,400.00	Invoice #1195 - 11.17.20	AOC EPA Monitoring Project	\$ 8,400.00
		Stockel	Taylor Made Fence	\$ 1,350.00	Invoice #5342 - 11.2.20	Fence Repairs - Tree Damage	
			Total	\$ 8,512.96			

YTD Trial Balance

Fund: Clinton River Spillway

As of Fiscal Period: Oct 1, 2020-Nov 30, 2020

	O&M Balance 9/30/2020	O&M	TOTAL 11/30/2020
Cash - Operating	117,443	(32,291)	85,152
Accounts Receivable			0
Assets			0
Liabilities			0
Revenues		22	22
Expenditures		32,313	32,313
Equity	117,443		85,152