

STERLING RELIEF DRAIN
INTRA-COUNTY DRAINAGE BOARD
JANUARY 10, 2022
10:30 A.M.
AGENDA

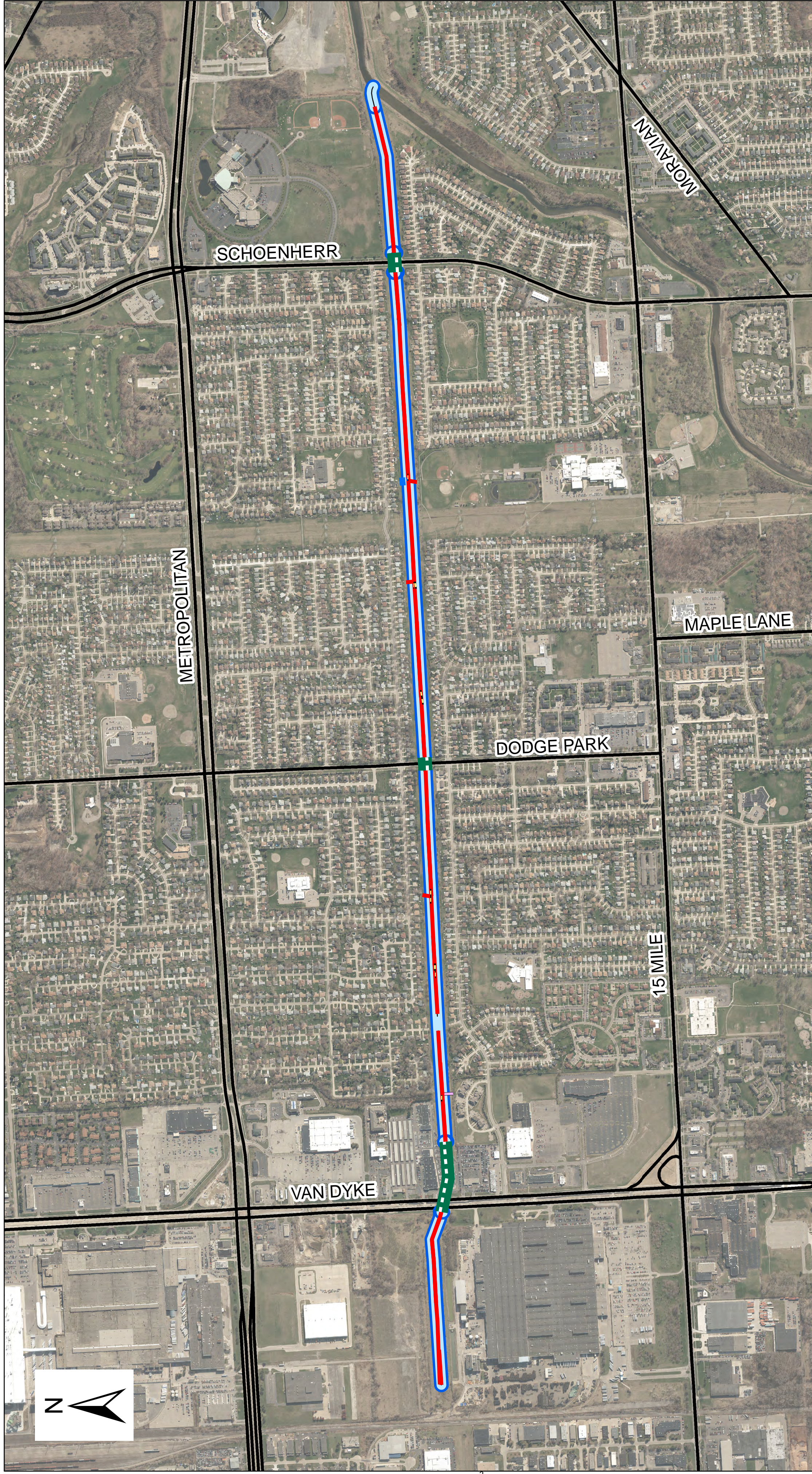
**NOTE: THIS MEETING WILL BE HELD IN PERSON WITH TELECONFERENCE
OPTION**

**Call in Number: 1-601-680-7136
Access Code: 389 771 779**

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1. Call of meeting to order and roll call	
2. Approval of Agenda for January 10, 2022	
3. Approval of Minutes for October 18, 2021	3
4. Public Participation	
5. Agreement for Construction and Maintenance of Non-Motorized Trail – Jeff Bednar	6
Motion: To approve the Agreement for the Construction and Maintenance of Non-Motorized Trail and authorize Commissioner Miller to sign the agreement.	
6. Consideration for approval of invoices (see attached)	37
7. Financial Report – Bruce Manning	38
8. Adjourn	

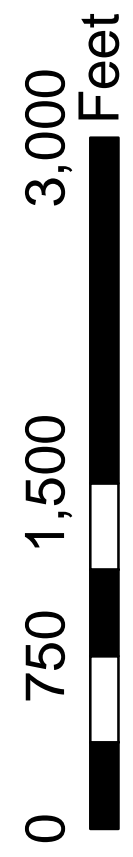
STERLING RELIEF

STERLING HEIGHTS



Legend

- Enclosed Gravity**
 - < 60" Dia (Red line)
 - >= 60" Dia (Blue line)
 - Multiple Pipes (Purple line)
 - Lateral Connection (Yellow/Green line)
- Open Channel**
 - Ditch (Blue outline)
 - Pond (Blue dashed line)
- Culvert** (Green rectangle)



Drain Length (Feet/Miles):
15,747.52 / 2.98



An adjourned meeting of the Intra-County Drainage Board for the **STERLING RELIEF DRAIN** was held via telephone conference per the State Public Act 228 of 2020 due to the COVID-19 pandemic, on October 18, 2021, at 10:24 A.M.

PRESENT: Candice S. Miller, Chair
Joseph Romano, Member
Bryan Santo, Member

ALSO PRESENT: Don VanSyckel, Macomb County Board of Commissioners; Brian Baker, Chief Deputy, Stephen Downing, Construction & Maintenance Manager, Bruce Manning, Financial Manager, Vince Astorino, Operations & Flow Manager, Jeff Bednar P.E., Environmental Resources Manager, Kellie Kource, Drain Account Specialist, Norb Franz, Communications Manager, Dan Acciavatti, Deputy Government Relations, Macomb County Public Works

The meeting was called to order by the Chair, Candice S. Miller. A motion was made by Mr. Santo, supported by Ms. Miller to approve the agenda with corrections on the meeting date.

Adopted: YEAS: 3
NAYS: 0

Minutes of the meeting of November 9, 2020 were presented. A motion was made by Mr. Santo, supported by Mr. Romano to approve the minutes as presented.

Adopted: YEAS: 3
NAYS: 0

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

Mr. Bednar updated the board that we have now had a year of establishment of the green infrastructure project, and overall it has been going great. Some invasive species will need to be managed, along with challenges communicating to the residents what can and cannot be mowed.

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

Adopted: YEAS: 3
NAYS: 0

Mr. Bednar updated the board that we are asking for approval of the grant agreement with the EPA to hire a management company to continue the ongoing establishment and maintenance of the habitat restoration activities. We will also install an automated gate at the downstream end of the project. The gate will force more water into the system and move it out of the way during the winter as to not impact the filters.

A motion was made by Mr. Romano, supported by Mr. Santo to approve the grant agreement with the EPA for \$213,850 to fund the ongoing establishment and maintenance of habitat restoration activities and installation of an automated gate for increased treatment of runoff in the Sterling Relief Drain (100% grant-funded).

Adopted: YEAS: 3
NAYS: 0

Mr. Bednar explained the need to approve a change order to the current maintenance contract as part of the grant funded work.

A motion was made by Mr. Romano, supported by Mr. Santo to approve a change order to the Cardno, Inc contract for \$147,600 and an additional 2 years for the ongoing establishment and maintenance of habitat restoration activities (100% grant-funded).

Adopted: YEAS: 3
NAYS: 0

Mr. Bednar updated the board that there is a project being put together by Red Run to perform bank stabilization work on the Red Run behind Freedom Hill. They are also installing a pathway around Freedom Hill which will run along our Sterling Relief drain and will be additional plantings along Sterling Relief. This project will run through Red Run Drain Board and will be of no cost to our district, but we will maintain the plantings.

A motion was made by Mr. Romano, supported by Mr. Santo to approve the habitat and trail grant work project agreement with the Red Run Drainage District and authorize Commissioner Miller to execute the agreement.

Adopted: YEAS: 3
NAYS: 0

Mr. Downing updated the board that the fence at Ivy Road is damaged and needs to be replaced as we want to keep the fence up along the crossing to keep cars and people out of the area.

A motion was made by Mr. Romano, supported by Mr. Santo to approve the replacement of the existing fence at the Ivy Road crossing for the not-to-exceed amount of \$23,800.

Adopted: YEAS: 3
NAYS: 0

The Chair presented the invoices totaling \$11,777.93 to the board for review and approval.

A motion was made by Mr. Santo, supported by Mr. Romano to approve the invoices as presented.

Adopted: YEAS: 3
NAYS: 0


A motion to receive and file the financial report given by Mr. Manning was made by Mr. Romano, supported by Mr. Santo.

Adopted: YEAS: 3
NAYS: 0

There being no further business, it was moved by Mr. Romano, supported by Mr. Santo, that the meeting of the Sterling Relief Drain Board be adjourned.

Adopted: YEAS: 3
NAYS: 0

The meeting was adjourned at 10:56 a.m.



Candice S. Miller, Chair
Macomb County Public Works Commissioner

STATE OF MICHIGAN
COUNTY OF MACOMB

I certify that the foregoing is a true and correct copy of proceedings taking by the Intra-County Drainage Board for the Drainage District shown on the attached set of minutes, on October 18, 2021 the original of which is on file in the Public Works Commissioner's Office. Public notice of the meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1975, including, in the case of a special or rescheduled meeting or a meeting secured for more than 36 hours, notice by posting at least 18 hours prior to the time set for the meeting.



Candice S. Miller, Chair
Macomb County Public Works Commissioner

DATED: 10/18/21

**AGREEMENT FOR CONSTRUCTION AND MAINTENANCE
OF NON-MOTORIZED WATERFRONT TRAIL**

This Agreement for Construction and Maintenance of Non-motorized Waterfront Trail (“Agreement”) is entered into this ____ day of _____, 2021 by the **Red Run Intercounty Drain Drainage District**, (“Red Run Drainage District”), by and through the Red Run Intercounty Drain Drainage Board (“Red Run Drainage Board”), whose address is One Public Works Drive, Building #95W, Waterford, Michigan 48328, the **Sterling Relief Drain Drainage District**, (“Sterling Relief Drainage District”), by and through the Sterling Relief Drainage Board (“Sterling Relief Drainage Board”), whose address is 21777 Dunham Road, Clinton Township, Michigan, the **Charter County of Macomb**, a Michigan charter county, whose address is 1 South Main, 8th Floor, Mount Clemens, Michigan 48043 (“Macomb County”), and the **City of Sterling Heights**, a Michigan municipal corporation, whose address is P.O. Box 8009, 40555 Utica Road, Sterling Heights, MI 48311-8009 (“City”). Each party to this Agreement may individually be referred to as a “Party” or collectively referred to as the “Parties”.

WHEREAS, the Red Run Intercounty Drain (“Red Run Drain”) is an intercounty drain servicing Macomb County and the County of Oakland, Michigan (“Oakland County”), established under Chapter 21 of the Michigan Drain Code, Public Act 40 of 1956, as amended (the “Drain Code”), and under the jurisdiction of the Red Run Drainage Board;

WHEREAS, the Sterling Relief Drain (“Sterling Relief Drain”) is an intracounty drain servicing Macomb County, established under Chapter 20 of the Drain Code, and under the jurisdiction of the Sterling Relief Drainage Board;

WHEREAS, Macomb County is a charter county organized under the laws of the State of Michigan,

WHEREAS, the City and Macomb County own certain property within the City of Sterling Heights where part of the Red Run Drain and part of the Sterling Relief Drain are located upon which easements have been granted to allow the construction and operation of the Red Run Drain and the Sterling Relief Drain, which property is referred to in this Agreement as the “Real Property”;

WHEREAS, Macomb County, the Red Run Drainage District, the Sterling Relief Drainage District, and the City are interested in restoring and enhancing the natural habitat along the Red Run Drain and the Sterling Relief Drain by establishing a non-motorized trail within the Red Run Drain and Sterling Relief Drain easements between Schoenherr Road and Metropolitan Parkway (the “Waterfront Trail”), installing grassy shoulders adjacent to the Waterfront Trail (“Grassy Areas”), and planting native plantings (“Native Plantings”) on the slopes of the Red Run and Sterling Relief Drains within the City as described and depicted in the Concept Plan (which identifies the Waterfront Trail as a “Connector Trail”), attached hereto as **Exhibit A**;

WHEREAS, the Red Run Drainage Board is in the process of implementing a multimillion-dollar project for the repair, maintenance, and management of the Red Run Drain near Freedom Hill County Park at 15000 Metropolitan Parkway in Sterling Heights, Macomb County, Michigan (the “Project”);

WHEREAS, in connection with the Project, Macomb County obtained a grant from the National Fish and Wildlife Foundation (the “NFWF Grant”) in the amount of Three Hundred Thousand and 00/100 (\$300,000.00) Dollars to increase the habitat complexity and biodiversity, connect habitat corridors, benefit native pollinators, control invasive species, reduce erosion, increase riparian canopy, and develop the Waterfront Trail for public access, also known as a non-motorized pathway for over 1.35 miles of riparian areas along the Sterling Relief Drain and the Red Run Intercounty Drain (the “Grant Work”) as detailed and described further in the NFWF Grant Project Narrative, attached hereto as **Exhibit B**;

WHEREAS, Macomb County and the Red Run Drainage District have entered into a Grant Agreement dated _____, 20__, (the “Grant Agreement”) which is incorporated by reference into this Agreement, wherein the Red Run Drainage District has agreed to perform the Grant Work, including, but not limited to, construction of the Waterfront Trail portion of the Grant Work as part of the Project, and Macomb County has agreed to transfer the NFWF Grant funds to the Red Run Drainage District to be used to offset the costs of the Grant Work;

WHEREAS, pursuant to the Grant Agreement, Macomb County has agreed to contribute additional funding, separate from the NFWF Grant funds, through the Macomb County Department of Roads, in the amount of Three Hundred and Thirteen Thousand and 00/100 (\$313,000.00) Dollars to partially defray the cost of constructing the Waterfront Trail;

WHEREAS, the Waterfront Trail consists of a ten-foot-wide, gravel trail with six (6) foot Grassy Areas on either side of the Waterfront Trail within the Red Run Drain and Sterling Relief Drain, commencing at the easterly right-of-way line of Schoenherr Road, and adjacent to the north bank of the Sterling Relief Drain, then following the north bank of the Red Run Drain, and terminating at the southerly right-of-way line of Metropolitan Parkway, as described and depicted in the Waterfront Trail diagrams, attached hereto as **Exhibit C**, and the Planting Plans, attached hereto as **Exhibit D**;

WHEREAS, using funding from Macomb County and the NFWF Grant, and other sources, the Red Run Drainage District agrees to install the Waterfront Trail, the Grassy Areas, and the Native Plantings, as described and depicted in the attached **Exhibits C and D**, and in accordance with certain plans and specifications dated November 17, 2021, and prepared by Hubbell, Roth & Clark, Inc. (the “Plans and Specifications”) the final version of which is on file with the office of the Red Run Drainage District, and which Plans and Specifications are incorporated by reference into this Agreement.

WHEREAS, the Parties acknowledge that construction and maintenance of the Waterfront Trail will provide the general public with recreational opportunities for pedestrian, bicycle, and non-motorized travel within the City.

WHEREAS, the Parties want to establish an agreement as to which Parties will be responsible for (a) initial construction of the Waterfront Trail, (b) installation of the Grassy Areas and planting of the Native Plantings, and (c) maintaining the Waterfront Trail, the Grassy Areas, and Native Plantings after completion of the construction of the Waterfront Trail, installation of the Grassy Areas, and planting of the Native Plantings by the Red Run Drainage District; and

NOW THEREFORE, in consideration of the foregoing Recitals and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. Agreement.

a. The Red Run Drainage District, with funding from Macomb County pursuant to the Grant Agreement, agrees to construct the Waterfront Trail, install the Grassy Areas, and plant the Native Plantings as described and depicted in the attached **Exhibits C and D**, and in accordance with the Plans and Specifications.

b. Upon completion of the construction of the Waterfront Trail, installation of the adjacent Grassy areas, and planting of the Native Plantings, the maintenance responsibilities of the respective Parties, if any, related to the Waterfront Trail, the Grassy Areas, and/or the Native Plantings, as well as, the manufacturing, installation and maintenance of markings and wayfaring signs, are set forth in the attached **Exhibit E**, and further depicted on the Waterfront Trail Diagrams, attached as **Exhibit C**. The Parties acknowledge and agree to the respective duties and obligations related to the continued maintenance of the Waterfront Trail, the Grassy Areas, and/or the Native Plantings as described in **Exhibit E** and depicted in **Exhibit C** and incorporate the same into this Agreement. The Red Run Drainage District, Sterling Relief Drainage District, Macomb County, and the City, and each of their respective employees, contractors, agents, consultants and other authorized individuals shall have access to the Waterfront Trail, Grassy Areas, and Native Plantings in order to perform (i) initial construction of the Waterfront Trail, and installation of the Grassy Areas and Native Plantings, (ii) inspections of the areas for compliance with the terms of this Agreement, (iii) their respective maintenance responsibilities under this Agreement, and (iv) any other task reasonably related to this Agreement or their responsibilities under it. The intention of the Parties is to cooperatively construct and maintain the Waterfront Trail, install the adjacent Grassy Areas and plant the Native Plantings, so that (i) members of the general public and others authorized by Macomb County and the City may use the Waterfront Trail for pedestrian, bicycle, and non-motorized travel, and (ii) the Parties and their respective employees, contractors agents, consultants and other authorized individuals shall have access to the Waterfront Trail, Grassy Areas, and Native Plantings in order that the Waterfront Trail can be initially constructed and installed, and upon completion maintained and repaired as set forth in this Agreement.

c. During the time that the Waterfront Trail is being prepared or staged for construction, or construction activities undertaken by the Red Run Drainage District, the Red Run Drainage District shall install and maintain appropriate safety barriers and/or fences, and take other precautionary actions so that potential risk of harm in the area where the Waterfront Trail is to be constructed or is being constructed and the Grassy Areas and Native Plantings

installed will be mitigated during the pre-construction or initial construction phase. In addition, the Red Run Drainage District shall comply with the specifications to protect employees, contractors, inspectors, and the public. During the initial construction of the Waterfront Trail, the Red Run Drainage District and its contractors shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and materials.

d. The Parties shall at all times have the right to inspect the Waterfront Trail, Grassy Areas, and Native Plantings to determine that the Parties are fulfilling their respective obligations under this Agreement.

2. Purposes, Conditions and Restrictions.

a. The Waterfront Trail is intended for quiet, non-motorized, pedestrian travel, such as walking, jogging, running, bicycling, e-biking with Class 1 e-bikes, and similar recreational activities. The City may, but shall not be required to, regulate and restrict the use of the Waterfront Trail within their respective ownership or control, and may take enforcement action as they deem appropriate in their sole judgment, if at all, in the event of any unsafe or unauthorized use by any member of the public.

b. The City shall initially install uniform style, mutually agreeable markings and wayfaring signage along the Waterfront Trail that do not constitute permanent structures (no footings) that have the approval of the Macomb County Department of Roads, Macomb County Planning Department, City of Sterling Heights Engineering Department, and Parks and Recreation Department. In the event that the Red Run Drainage District or the Sterling Relief Drainage District requires non-emergency access and/or use of the Waterfront Trail subsequent to the initial construction or installation of the same for any purpose related to the Drain under their respective jurisdictions that may require closure or partial blockage of the Waterfront Trail, the Drainage District desiring access shall provide the Sterling Heights Parks and Recreation Director at least forty-eight (48) hours advance written, or email notice before undertaking any minor work in the Real Property, and at least fourteen (14) days advance written, or email notice before any more intense work is undertaken to ensure the safety of Waterfront trail users. In the event that the Red Run Drainage District or the Sterling Relief Drainage District requires more immediate access to the Waterfront Trail for any emergency purpose related to the Drain under their respective jurisdictions, the Sterling Heights Parks and Recreation Director will be provided immediate notification of the emergency by email, text message, and/or telephone and advised if the emergency may require any closure or partial blockage to the Waterfront Trail.

c. Due to the flood plain and bank full water elevation, no permanent structures (defined as structures that have footings) shall be erected by any Party unless otherwise approved by the Parties and all appropriate state and local agencies. Macomb County, the City, and others authorized by them, may install signage as necessary to ensure the Waterfront Trail is safe, accessible, and available for its intended use by general public,(including restricting winter usage of the Waterfront Trail, if necessary), and may place temporary, portable signs and cones necessary to promote and conduct organized activities along the Waterfront Trail, such as, but not limited to, fun walks and runs, and other organized bicycle rides and events, and other similar activities approved by the City.

d. The Red Run Drainage District and the Sterling Relief Drainage District reserve the right to utilize the Waterfront Trail as access to the Drain under their jurisdiction for operation, maintenance, and improvement purposes. If any damage is caused to the Waterfront Trail, the Grassy Areas, or the Native Plantings as a result of the activities of the Drainage District undertaking the Drain operation, maintenance, or improvement, the Drainage District which caused the damage shall promptly restore the Waterfront Trail, Grassy Areas, or Native Plantings to the same or better condition than existed prior to their use and access of the Waterfront Trail for operation, maintenance, or improvement of the Drain.

3. Maintenance, Liability, and Insurance.

a. After the Waterfront Trail is constructed by the Red Run Drainage District, the maintenance of the Waterfront Trail, markings and wayfaring signage, as depicted on **Exhibit C** and set forth in **Exhibit E**, shall not be less than those for other gravel trails and signage used in recreational areas operated by the City within City of Sterling Heights. No Party shall be responsible for any required maintenance or repair of the Waterfront Trail, the Grassy Areas, or the Native Plantings except as depicted on **Exhibit C** and set forth on **Exhibit E**, or as otherwise agreed in writing among all Parties, provided, however, that any damage caused to the Waterfront Trail, the Grassy Areas, or the Native Plantings due to the activities of a Party or its contractors or agents, shall be repaired by the Party (or the contractor or agent) which caused the damage.

b. The Red Run Drainage District, or its contractors, shall obtain and pay for any permits, fees, licenses, and inspections by governmental agencies necessary for proper execution and completion of the initial construction of the Waterfront Trail, and the installation of the Grassy Areas and Native Plantings. All work performed by the Red Run Drainage District, or its contractors and agents shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

c. The Red Run Drainage District, or its contractors, shall obtain at its sole expense any payment bonds, performance bonds, or performance guarantees required for public projects of this nature and scope.

d. The Red Run Drainage District, or its contractors, shall promptly pay for all materials, labor, and other expenses associated with the initial construction of the Waterfront Trail and installation of the Grassy Areas and Native Plantings and, upon reasonable request, which will not be unreasonably withheld, will provide proof of payment to the Macomb County Department of Roads and Sterling Heights' Engineering Department, and shall not allow any liens to attach to the Real Property upon which the work is performed.

e. The Red Run Drainage District agrees to indemnify and hold the other Parties harmless from any and all claims, damages, costs and expenses whatsoever, including reasonable and necessary attorney fees, arising from the use of the Waterfront Trail by the Red Run Drainage District, its agents, employees and contractors, during construction of the Waterfront Trail.

f. The Sterling Relief Drainage District agrees to indemnify and hold the other Parties harmless from any and all claims, damages, costs and expenses whatsoever, including reasonable and necessary attorney fees, arising from the use of the Waterfront Trail by the Sterling Relief Drainage District, its agents, employees and contractors to the extent permitted by law.

g. Macomb County agrees to indemnify and hold the other Parties harmless from any and all claims, damages, costs and expenses whatsoever, including reasonable and necessary attorney fees, arising from the use of the Waterfront Trail by Macomb County, its agents, employees and contractors.

h. The City agrees to indemnify and hold the other Parties harmless from any and all claims, damages, costs and expenses whatsoever, including reasonable and necessary attorney fees, arising from the use of the Waterfront Trail by the City, its agents, employees and contractors.

i. The Red Run Drainage District, or its contractors, shall carry general liability insurance to cover any actions, claims, liability, or damages caused to others arising out of the initial construction of the Waterfront Trail, and/or the planting and subsequent maintenance of the Native Plantings by the Red Run Drainage District, its agents, employees, and contractors as depicted in **Exhibit C**, set forth in **Exhibit E**, or provided for in the Plans and Specifications. The Red Run Drainage District, or its agents, shall cause Macomb County and the City to be listed as an additional insured parties on the general liability insurance policy. The Red Run Drainage District, may satisfy its insurance obligation under the subparagraph by participation in a reputable, established pooled risk fund program, provided it supplies current evidence of participation in such program at the time of its participation and at the time of any change in participation.

j. The Sterling Relief Drainage District, or its contractors, shall carry general liability insurance to cover any actions, claims, liability, or damages caused to others arising out of the maintenance work relating to the Waterfront Trail, the Grassy Areas, or the Native Plantings performed by the Sterling Relief Drainage District, its agents, employees, and contractors. The Sterling Relief Drainage District, or its agents, shall cause Macomb County and the City to be listed as an additional insured parties on the general liability insurance policy. The Sterling Relief Drainage District, may satisfy its insurance obligation under the subparagraph by participation in a reputable, established pooled risk fund program, provided it supplies current evidence of participation in such program at the time of its participation and at the time of any change in participation.

k. Macomb County, or its contractors, shall carry general liability insurance to cover any actions, claims, liability, or damages caused to others arising out of the maintenance work relating to of the Waterfront Trail, the Grassy Areas, or the Native Plantings performed by Macomb County, its agents, employees, and contractors. Macomb County, or its agents, shall cause the City to be listed as an additional insured on the general liability insurance policy. Macomb County may satisfy its insurance obligation under the subparagraph by participation in a reputable, established pooled risk fund program, provided it supplies current evidence of

participation in such program at the time of its participation and at the time of any change in participation.

l. The City shall carry general liability insurance to cover any actions, claims, liability, or damages caused to others arising out of the maintenance work relating to the Waterfront Trail, the Grassy Areas, or the Native Plantings performed by the City, its agents, employees, and contractors. The City shall cause Macomb County, the Sterling Relief Drainage District, and the Red Run Drainage District, to be listed as an additional insured on the general liability insurance policy. The City may satisfy its insurance obligation under the subparagraph by participation in a reputable, established pooled risk fund program, provided it supplies current evidence of participation in such program at the time of its participation and at the time of any change in participation.

m. The Parties agree that time is of the essence and anticipate that the Red Run Drainage District shall commence and complete construction of the Waterfront Trail within the 2022 construction season. Macomb County and the City shall have the right to inspect, or to have the City Engineer or their consulting engineers inspect, the work undertaken by the Red Run Drainage District and its contractors to construct the Waterfront Trail, install the Grassy Areas, and plant the Native Plantings to determine that the same was done in compliance with the Plans and Specifications. The Red Run Drainage District or its contractors shall correct any deficiencies related to construction of the Waterfront Trail, installation of the Grassy Areas, or planting of the Native Plantings that are not in compliance with the Plans and Specifications. Construction of the Waterfront Trail, installation of the Grassy Areas, or planting of the Native Plantings shall not be deemed complete until the same are determined to be in compliance with the Plans and Specifications, unless otherwise agreed to in writing by the Parties.

4. Nonexclusive Use.

This Agreement in no way affects ownership of the Real Property by Macomb County or the City, and Macomb County and the City maintain their absolute right to operate and maintain the Real Property under their ownership and/or control subject to any easements granted to the Red Run Drainage District and Sterling Relief Drainage District. It is understood that the rights and privileges granted herein are nonexclusive, and Macomb County and the City reserve and retain the right to convey easements and rights to such other persons as they may deem proper relating to the Real Property under their respective ownership or control. Further, it is understood that this Agreement in no way affects any existing easements or rights to the Real Property currently held by the Red Run Drainage District and Sterling Relief Drainage District.

5. Diagrams of Waterfront Trail and Planting Plans.

The diagrams of the Waterfront Trail and Planting Plans, which are respectively attached hereto as **Exhibit C**, and **Exhibit D** are incorporated by reference into this Agreement.

6. Notices.

All notices and other communications required or permitted under this Agreement will be in writing and will be deemed given when delivered personally or by registered or certified mail (return receipt requested), addressed as follows (or any other address that is specified in writing by either party):

If to the Red Run Drainage District:

Red Run Intercounty Drain Drainage District
One Public Works Drive, Building #95W
Waterford, Michigan 48328

with a copy to:

Sara Beth Rubino
Oakland County Water Resources Commissioner
One Public Works Drive
Waterford, MI 48328

If to Sterling Relief Drain Drainage District:

Sterling Relief Drain Drainage District
27777 Dunham Road
Clinton Township, Michigan 48038
Attn: Candice S. Miller, Chairperson

with a copy to:

Office of Corporation Counsel
1 South Main, 8th Floor
Mount Clemens, Michigan 48043
Attn:
If to County of Macomb:

County of Macomb
1 South Main, 8th Floor
Mount Clemens, Michigan 48043
Attn: County Executive

with a copy to:

County of Macomb
1 South Main, 8th Floor
Mount Clemens, Michigan 48043
Attn: Corporation Counsel

If to City of Sterling Heights:

City of Sterling Heights
P.O. Box 8009
40555 Utica Road
Sterling Heights, MI 48311-8009
Attn: City Manager

with a copy to:

O'Reilly Rancilio P.C.
12900 Hall Road, Suite 350
Sterling Heights, MI 48313
Attn: City Attorney

7. Successors and Assigns.

This Agreement shall bind and run with the Real Property and shall be binding upon and inure to the benefit of Sterling Heights and its, successors, and assigns.

8. No Third-Party Beneficiary Rights; No Waiver or Diminution of Governmental Immunity.

This Agreement shall not be construed as creating or conferring any third-party rights or benefits in or to any person or entity, except as otherwise expressly provided in this Agreement. This Agreement shall not be construed as creating or conferring any third-party rights or benefits in or to any person or entity, except as otherwise expressly provided in this Agreement. In addition, nothing in this Agreement shall constitute or be construed as a waiver or diminution of any governmental immunity, as provided by statute or common law, on the part of the Parties, elected or appointed officials, agents or employees.

9. Termination and Modification.

a. If Macomb County or the City determines at any time prior to the completion of the construction of the Waterfront Trail that it is no longer in the best interest of the County or the City, as the case may be, their respective residents, or the public to have or use the Waterfront Trail on their Real Property within the City of Sterling Heights, Macomb County or the City may terminate this Agreement by giving not less than sixty (60) days written notice of its intention to terminate this Agreement. After the Waterfront Trail is initially constructed, and the Grassy Areas and Native Plantings installed, no Party may terminate this Agreement within two (2) years of the date that the Grant funding has been released. In the event that Macomb County or the City decides to terminate that the Waterfront Trail, it shall record a notice of termination signed by an authorized representative of such Party with the Macomb County Register of Deeds.

b. If the Red Run Drainage District is no longer obligated to perform construction of the Waterfront Trail portion of the Grant Work, then the Red Run Drainage District may terminate this Agreement by giving not less than sixty (60) days written notice of its intention to terminate this Agreement to all Parties and shall restore the Real Property to the same condition of the Real Property immediately before commencement of the construction of the Waterfront Trail. In the event that Drainage District decides to terminate the Agreement, it shall record a notice of termination with the Macomb County Register of Deeds.

c. This Agreement may only be modified or amended by written instrument executed by the Parties, or their successors in interest and recorded with the Macomb County Register of Deeds.

10. Default.

a. If a nondefaulting Party (“Nondefaulting Party”) believes the other Party (“Defaulting Party”) is not performing its obligations in accordance with the terms of this Agreement, the Nondefaulting Party shall give the Defaulting Party notice and an opportunity to cure before any further remedial action is taken in accordance with the following:

If the alleged default constitutes a public safety risk:

Electronic or telephonic notice specifying the specific default and giving a twenty-four (24) hour notice to cure:

If the alleged default relates to other performance:

Written notice in accordance with Section 6 specifying the specific default and giving ten (10) days notice to cure.

b. The Parties shall have the right to terminate this Agreement as provided in Section 9 without there being a default on the part of any party.

c. If any Nondefaulting Party takes action to enforce its rights against a defaulting Party, and prevails in that proceeding, the Defaulting Party shall promptly reimburse the Nondefaulting Party for reasonable and necessary attorney fees incurred by the Nondefaulting Party to enforce its rights under this Agreement.

11. Entirety of Agreement.

Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by the Party to be charged.

12. Governing Law.

This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

13. Contractual Terms.

It is further understood and agreed between the Parties that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter hereof, except as expressly stated herein.

14. Validity and Enforcement.

If any provision of this Agreement, or its application to any person or circumstance, shall, to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

15. Conditions and Terms.

It is understood and agreed between the Parties that a failure, by any Party, to fulfill a condition or term set forth in this Agreement, shall not result in extinguishment of the rights granted in this Agreement or constitute a waiver of such term or condition.

16. Signatories.

Each signatory to this Agreement represents that they have the authority to enter into this Agreement and that they are authorized to sign on behalf of the entity which they represent. As evidence by their signatures hereunder, the Parties acknowledge they have read the Agreement and agree to the mutual understandings as set forth herein.

17. Counterparts.

This Agreement may be executed in any number of counterparts and by the Parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

18. No Construal Against Drafter.

The Parties acknowledge that each of them has had an adequate opportunity to review each and every provision contained in this Agreement and the Exhibits, have negotiated and contributed to the final Agreement and the Exhibits, and have submitted the same to their legal

counsel for review and comment. Based upon the foregoing, the terms and provisions of this Agreement and the Exhibits shall not be construed against the drafter.

[Signatures on following pages]

**RED RUN INTERCOUNTY
DRAIN DRAINAGE DISTRICT**

By: RED RUN INTERCOUNTY DRAIN
DRAINAGE BOARD

Date: _____

By: _____
Michael R. Gregg
Its: Chairperson

Approved at a meeting of the Red Run Drainage District Board on _____,
2021.

**STERLING RELIEF DRAIN
DRAINAGE DISTRICT**

By: STERLING RELIEF DRAIN
DRAINAGE BOARD

Date: _____

By: _____
Candice S. Miller
Its: Chairperson

Approved at a meeting of the Sterling Relief Drainage District Board on
_____, 2021.

CHARTER COUNTY OF MACOMB

Date: _____

By: _____
Mark A. Hackel
Its: County Executive

Approved at a meeting of the Board of Commissioners of Macomb County on
_____, 2021.

CITY OF STERLING HEIGHTS

Date: _____

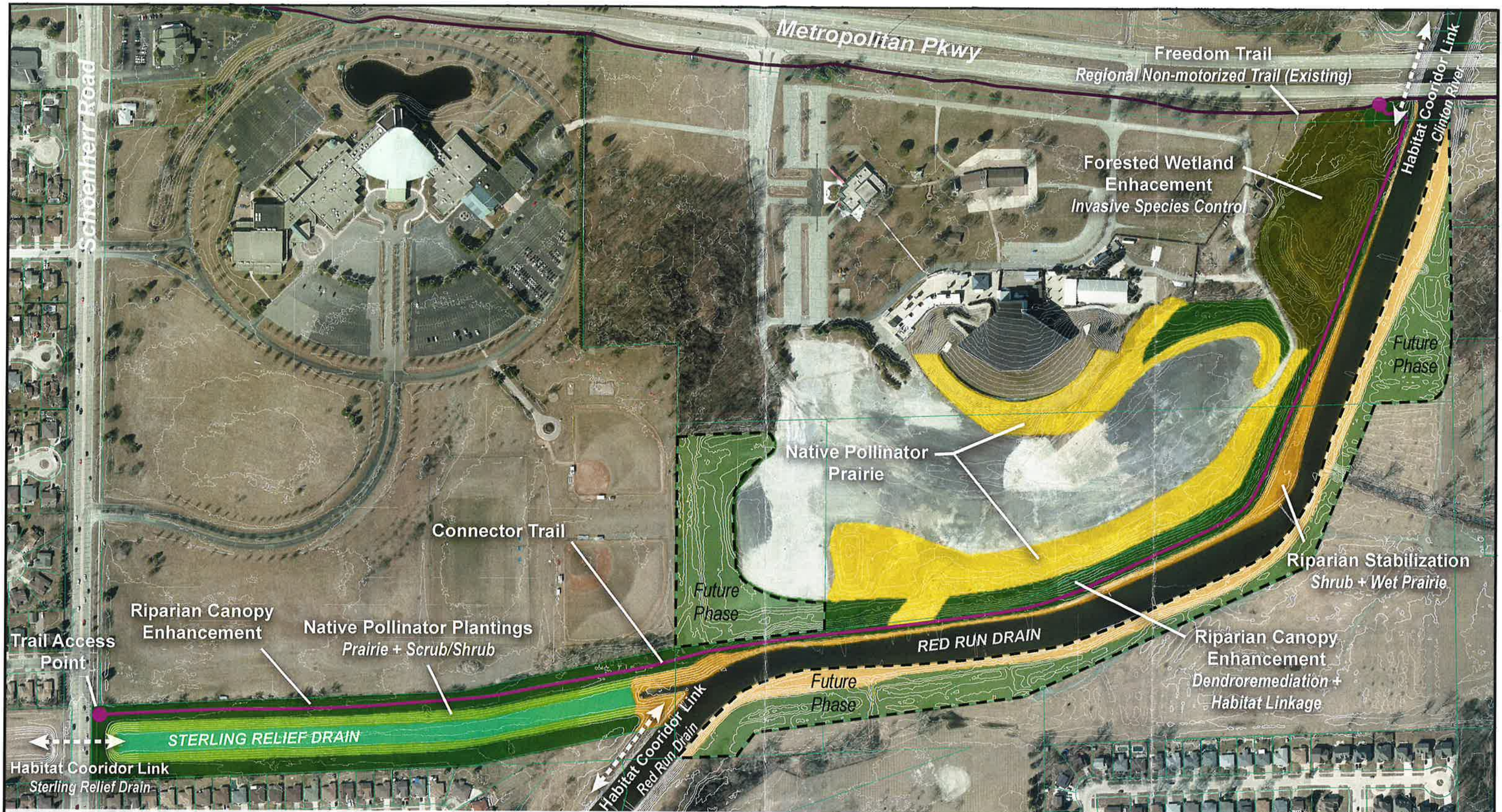
By: _____

Mark Vanderpool

Its: City Manager

Approved at a meeting by the City Council of the City of Sterling Heights on December 21, 2021.

EXHIBIT A
Concept Plan



**Sterling Relief/Red Run Drain Confluence
Habitat Restoration and Regional Trail Connector**

CONCEPT PLAN



Exhibit B
NFWF Grant Project Narrative



Full-Proposal Project Narrative

Instructions: Save this document on your computer and complete the narrative in the format provided. The final narrative should not exceed six (6) pages; font should be 12-point Times New Roman. Do not delete the text provided below. Once complete, upload this document into the on-line application as instructed.

1. **Funding Category:** Highlight the Funding Category that best describes the proposed project: 1) *Expanding Green Stormwater Infrastructure and Enhancing Public Space*; 2) *Improving Habitat Quality and Connectivity and Enhancing Public Space*. If the project is expected to yield benefits in both categories, indicate the relevant secondary category.

“Sterling Relief/Red Run Drain Confluence Habitat Restoration and Trail Connector” best fits in category 2 “Improving Habitat Quality, Connectivity, and Accessibility”, as this project enhances, restores, and connects over 30 acres of diverse riparian habitat and improves public access via a mile long waterfront trail at the confluence of two urbanized waterways in the heart of Macomb County, MI.

This project will increase habitat complexity and biodiversity, connect new and existing habitat corridors (Sterling Relief, Red Run, Bousson Drain and Clinton River), benefit native pollinators, control invasive species, reduce erosion, increase riparian canopy, and develop a mile long waterfront trail for public access. While this project is primarily a habitat quality project, the restoration of such a large area, including the planting of hundreds of trees and shrubs, will result in significant water quality and other benefits in the first category of “Expanding Green Stormwater Infrastructure and Enhancing Public Space”, including intercepting and reducing well over 200,000 gallons of stormwater per year (at 10 years - iTree).

2. **Context:** Briefly describe the project context in terms of current conditions, existing challenges, and opportunities for improvement. Explain how the proposed work would complement and connect to previous and ongoing efforts and strategies.

This project ties together two distinct site contexts with their own challenges and opportunities: the terminus of the Sterling Relief Drain (0.35 miles) and the Red Run Drain riparian zones along Freedom Hill County Park (0.65 miles). The Sterling Relief Drain was designed in the 1960s as a 4 ft. diameter concrete pipe serving as an underdrain to an open, mowed grass, trapezoidal channel (measuring 60 ft. bottom x 10 ft. deep x 140 ft. top) within a 250 ft. wide corridor. Two current grants, an EPA grant associated with the Clinton River Area of Concern (\$1.25 million) and a Sustain Our Great Lakes grant (\$602,183), have enabled Macomb County and partners to redesign and retrofit the 2 miles of the Sterling Relief Drain corridor immediately upstream of this project in order to daylight, store, and infiltrate stormwater from the 1,870-acre urban drainage district while also creating over 50 acres of diverse native habitat. This project aims to complement these efforts along the final 0.35 mile terminus of the Sterling Relief Drain in order to expand and connect the adjacent 50 acre habitat corridor into the Red Run confluence and drain corridor. Ecological restoration will include native pollinator plantings and establishment of riparian canopy.

The Red Run Drain continues east and north from the confluence with the Sterling Relief Drain along Freedom Hill County Park. Macomb County is committed to improving Freedom Hill County Park recreational opportunities, including increased access to trails and restored natural areas, particularly the waterfront along the Red Run Drain. Macomb County’s Act 51 fund will provide match dollars for the construction of the 1-mile non-motorized trail. The riparian zone of the Red Run along Freedom Hill includes the edge of an historic landfill with invasive species, minimal biodiversity, and negligible habitat structure and complexity. The edge of the capped landfill abuts the Red Run Drain easement where our project will be occurring. We intend to avoid any activity that would disturb prior remediation activities.

The Red Run Inter-County Drainage Board has identified erosion issues near the confluence of the Sterling Relief and Red Run Drain through a recent survey. It is a priority for the board to address the erosion issues in order to prevent contamination from the landfill into the drain. The drain board is evaluating the information collected during the survey which will lead to a streambank stabilization project, this is likely to occur in the project timeframe. We will coordinate with the drain board to ensure the

success of both efforts. The streambank stabilization will protect the newly constructed 1 mile path against future erosion. The grant project will complement this work by planting native species along the stabilized bank to further protect the drain and trail. These efforts will enhance and supplement the landfill dendroremediation that is planted in this area.

An existing overgrown gravel access road provides an ideal location for a paved non-motorized trail along the banks of the Red Run, providing new access along the waterway, and connecting the Sterling Relief to the regional Freedom Trail, which extends approximately nine miles to Lake St. Clair. This provides for greater connection to heavily populated areas along the Schoenherr Road corridor and will enable a future connection to the planned nearby state-wide Iron-Belle Trail. This development will help serve a much needed connection to the residential areas and provide for greater health and wellness to this region, which ranks very high in chronic diseases and obesity rate far above national standards.

3. **Outcomes:** Discuss how project activities will generate direct, measurable benefits to the communities, habitats, waterways, etc. of Southeast Michigan and advance the goals of the funding category(ies) as indicated in the RFP. Elaborate on project outcomes and impact with reference to the outcome metrics selected previously in the application; discuss what makes the outcomes achievable and important. Explain how the project will improve community and/or habitat resilience in the face of intensifying environmental stressors, particularly related to climate. For all proposals, please describe the current and anticipated public-use of the site(s) your project will address. Where possible, quantify pre-project implementation public use and/or community perception of the site(s), project how this use will change due to your project activities or benefits to communities served will be generated, and describe plans to groundtruth projections post-project implementation. Describe how the project will address the triple bottom line by improving ecological services and green infrastructure while enhancing economic benefits, including the value and use of public greenspace and/or neighborhood property values.
 - a. *Green Stormwater Infrastructure Additional Guidance:* Include anticipated outcomes in terms of gallons of stormwater storage capacity added (design retention capacity) and provide a projection for the volume of stormwater runoff captured and/or infiltrated per year (gallons/year). Describe the size and land use of the drainage area that will be served by the GSI, including soil type.
 - b. *Habitat Additional Guidance:* If your project activities include invasive species control, include the following outcomes as relevant to your project: 1) acres of invasive species controlled (total project acreage); 2) acres of new treatment; 3) acres of re-treatment.

This project supports the goals of funding Category 2: “Improving Habitat Quality, Connectivity and Enhancing Public Space,” by including nearly 31 acres of ecological restoration work, restoring 1.35 miles of riparian habitat and creating a 1-mile long waterfront trail. The project is located at the confluence of the Sterling Relief and Red Run drains, both provide important wildlife corridor connections through one of the most contiguously urbanized areas in the state. As aforementioned, this project would be a continuation of the already restored and day-lighted 2 miles of the Sterling Relief drain.

This project will improve water quality by installing thousands of native plants and shrubs which will absorb and infiltrate runoff before it enters the streams in the areas not funded under other sources. Currently, the gravel parking lot at Freedom Hill County Park does not have any stormwater management and water sheet flows off into the adjacent drains with surface debris, pollutants and eroded soils.

The streambank stabilization project through the drain board will reduce erosion of the Red Run Drain and prevent any issues with the capped landfill. It is a priority for the Inter-County Drainage Board, as well as Macomb County, to prevent pollutants from entering the Red Run, Clinton River and ultimately Lake St. Clair. The majority of the project area currently serves no real habitat value for native bird and pollinator species of conservation concern such as the American bittern, black-crowned night heron, common nighthawk, golden-winged warbler, least bittern, northern harrier, short eared owl, monarch butterfly, Karner blue butterfly, and rusty-patched bumble bee. Through the treatment of invasive species and native plantings we will increase the habitat complexity, connectivity and quality for these important species. There is extremely limited public access at Freedom Hill. Parking, and most

public assets, are located at the north end of the property, thus, visualization of the water is very restricted. This project will not only involve installing a 10ft wide paved pathway for pedestrians to enjoy, but also incorporate ecological educational and directional signage for trail access and allow for water views.

In order ensure the success of the native plantings, 20 acres of invasive species will be treated and managed. The Red Run drain board has already surveyed this area for invasive species (see uploads for map) as part of drain maintenance plan developed in 2019. In coordination with our local cooperative invasive species management area (CISMA) we have identified that we will be treating for two of the CISMA's priority species through this project: Phragmites and Japanese Knotweed. Riparian tree canopy and native pollinator plantings will be installed along 1.35 miles (0.65 miles of Red Run and 0.7 mile of Sterling Relief). This outcome is achievable because we successfully installed the same type of treatments along 2 miles of the Sterling Relief Drain in 2019 with previous funding sources. This will create 30.75 acres of greenspace and open it to the public for the first time.

The creation of a 1-mile paved waterfront trail, which will eventually connect the regional Freedom Trail to the statewide Iron Belle Trail to the west, and Lakes St. Clair to the east, will allow for meaningful public access at the site (see uploads for trail connections). The paved trail will allow people of all ages and abilities to access the waterfront including those in low income and underserved portions of the County. Educational and wayfinding signage will be installed to inform the public where they can access the trail and the importance of the native vegetation to water quality, resiliency and pollinators. 450 trees will be planted in the project area in addition to the already 100 planted as part of the other phases of the project. These trees will capture and infiltrate over 200,000 gallons per year (at 10 years-iTree) According to the Audubon Society, landscaping with native plants can assist in combating climate change. In addition to the reduced noise and carbon pollution from lawn mower exhaust, many native plants, especially long-living trees like oaks and maples, are effective at storing the greenhouse gas carbon dioxide. The treatment and removal of invasive species and planting a diverse range of native species will help to maintain important pollinator connections and ensure food sources for wildlife improving resilience of these important habitat corridors. As there is an increase in precipitation amounts, the native plants and trees will help absorb and filter the additional stormwater runoff generated before it enters the streams, resulting in improvement of water quality.

Located in one of the most urbanized areas of southeast Michigan, Freedom Hill is one of few public spaces owned by Macomb County. Sitting on a former land fill that has since been remediated, the majority of the property is used by the amphitheater for concerts and cultural events within Macomb County. The area where the project will be implemented is adjacent to the event parking area. Currently, all areas designated for public use have limited visibility of the Red Run or Sterling Relief Drain.

Therefore, once we complete the project, most visitors to the park would still not know there is access to a new portion of the property. To correct this issue, upon completion of the plantings and trail installation, we will install wayfinding and ecological educational signage to inform the public of the newly created access and the value in improving habitat along the drains.

The total project area is 30.75 acres and will be controlled for invasive species. 20 acres of the project area will be new treatment of invasive species and the entire 30.75 acres will continue to be retreated throughout the project period for the greatest impact. The creation of the greenspace and trail should increase the use and value of this public property and help to increase physical and emotional wellness, while increasing the ecological ownership of our collective watershed management.

4. **Activities:** Elaborate on project activities with reference to the activity metrics selected previously in the application. Explain how these activities are expected to lead to the outcomes indicated above. Describe how these activities relate to established regional plans and priority needs in the specific project location (see "Strategic Value" section in RFP). Include a detailed project implementation timeline to describe how the project will be implemented throughout the grant period as defined in your proposal. Include key deliverables and anticipated milestones. Describe how the project incorporates planning for increasingly severe and more frequent storm events and other climate-driven threats into design, location, and/or function.

- a. Green Stormwater Infrastructure Additional Guidance: Explain how the project activities will reduce flooding and other intensifying climate-driven threats. If applicable, explain how project activities will result in a reduction in heat-island affect.

Key deliverables from the project include:

- 5 acres forested wetland enhancement through invasive species control
- 25.75 acres new planting zones
 - **Plant 10.75 acres riparian canopy**
 - 5.25 acres Sterling Relief Drain + 5.5 acres Freedom Hill
 - **Plant 12.25 acres native pollinator plantings (and invasive species control)**
 - 3.25 acres Sterling Relief Drain + 9 acres Freedom Hill
 - **2.75 acres streambank plantings along Freedom Hill (and invasive species control)**
- Plant 475 trees (mixture large and bare root), 2,500 shrubs and 4,000 native plugs. Native trees such as birch, cherry and oaks have been shown to host 300 to over 500 pollinator species (moths, butterflies, etc.). This project will prioritize those species that support the greatest biodiversity
- Develop 1-mile of paved non-motorized trail and install educational signage to improve public awareness of the project and access to the site
- Host a nature walk to educate the public on the creation of the trail and importance of the habitat restoration

In 2016, Macomb County Planning and Economic Development partnered with our coastal communities to develop the [Resilient Macomb Plan](#). While it was focused on the coastal communities, much of the information can be translated to the other areas of the county. According to the Great Lakes Integrated Sciences and Assessments Program (GLISA), projections for the years 2041 through 2070, annual precipitation amounts are projected to increase an additional 3 to 4 inches and the number of days experiencing heavy rainfall is projected to increase by one. At the same time, Macomb County temperatures are expected to increase by 4.5 to 5.0 degrees Fahrenheit. The likelihood of drought is also projected to increase in Macomb County. The planting of native tree and shrub species will reduce CO2 emissions and filter and slow stormwater runoff, decrease flooding and improve the resiliency of Sterling Heights and Macomb County.

The project will occur from August 2020 through December 2022. August – October will include soliciting bids from contractors, awarding the contract, developing the QAPP and hosting initial project meetings with all partners. The end of 2020 and beginning of 2021 will be spent in the design/engineering phase and obtaining permits for construction. Construction will begin in the spring of 2021, beginning with the Sterling Relief trail and plantings. Invasive species treatment will occur prior to the construction beginning and continue throughout the project period. Phase II of construction, which includes the Red Run trail construction and plantings will occur in 2022, along with monitoring, public outreach and education. A more detailed project timeline is attached in the upload section.

This project is within the Clinton River Area of Concern (AOC) and addresses specific links to the following plans and priorities: [Macomb County Parks and Natural Resources Master Plan](#), [Lake Erie Lakewide Management Plan](#), [The Clinton River Remedial Action Plan](#), [The Red Run](#) and [Clinton River East Subwatershed Plans](#), [Green Infrastructure Vision for Southeast Michigan](#), [Macomb County's Blue Economic Initiative](#), [Michigan's Forest Action Plan](#), [Green Macomb Urban Forestry Partnership Roadmap](#), [Urban Bird Treaty](#), and [Michigan's Wildlife Action Plan](#).

5. **Partnerships, Inclusion, and Community Engagement:** List the individuals who would lead project implementation and describe their qualifications and experience. Describe additional project partners and their role in the proposed project, including opportunities to build new partnerships that will be explored throughout the project timeline. Expand upon the ways the proposed project will meaningfully engage and benefit people, particularly historically underrepresented and underserved communities, including a description of community input in project design and the education and engagement activities that will optimize public-use of the project. Indicate the demographics of communities/groups that will be served or impacted by the project. Letters of support from all project partners are required

and should be included in the “uploads” section of your application. Applicants are highly encouraged to include letters of support from community organizations to demonstrate support for benefits to the communities served by your project.

This project continues and expands the existing partnerships developed for the EPA and SOGL grant projects along the Sterling Relief Drain and will utilize previous efforts in order to increase capacity and improve outcomes. The partnership includes Macomb County’s Public Works, Roads and Planning departments, City of Sterling Heights, Lake St. Clair CISMA and Clinton River Watershed Council (CRWC). The City of Sterling Heights is part of the MCPED’s Green Macomb Urban Forestry partnership which was established in 2015 with the goal of increasing tree canopy in the most urbanized areas in the county. The current tree canopy cover in the city is 19% the US forest service recommends 40% in urban areas, the City has participated in the program since its inception planting over 400 trees in the community to increase tree canopy. This project continues to build upon the efforts of the Green Macomb program and the city’s desire to improve quality of life for residents. We will partner with Macomb County’s [OneMacomb Initiative](#), which strives to promote multiculturalism and inclusion through community affairs. OneMacomb will be an integral part of our public outreach program, allowing us to reach a diverse audience.

Grant Administration and Management will be handled by Macomb County Planning and Economic Development and the Macomb County Public Works Commissioner’s Office as in-kind match for the project. Lead Staff includes:

Gerard Santoro, AICP – As the Program Director of Parks and Natural Resources and has expertise in stormwater management, parks and conservation master planning, green infrastructure development, urban forestry and community sustainability. Mr. Santoro has Undergraduate Studies in Architecture from Lawrence Technological University, and a Master’s Degree in Urban and Regional Planning from Wayne State University.

Amanda Minaudo, AICP – As the Program Director, Amanda has over 8 years of experience in community planning. She is an AICP certified planner and has a Bachelor of Arts in Political Science and Environmental Science from the University of Michigan. Throughout her career, she has administered a variety of state and federally funded grants. Her division currently focuses on non-motorized transportation planning, working to improve the quality of life for both residents and visitors in Macomb County.

Amanda Oparka, AICP-As a Senior Planner, Amanda works in the Parks and Natural Resources Division. The division works with communities and organizations to improve parks and recreation opportunities, enhance tree canopy through the Green Macomb urban forestry partnership, improve wildlife habitat and water quality, encourage healthy lifestyles for Macomb County Residents. She has Bachelor of Science in Hydro-geology from Central Michigan University and Masters of Urban Planning in Managing Metropolitan Growth from Wayne State University She is an AICP Certified Planner and has 8 years of experience in environmental planning.

Danielle Devlin, AICP - As Environmental Specialist, Danielle works with the Environmental Resources Group on asset management planning, habitat restoration projects, GIS mapping, flood mitigation and civic outreach and engagement. Danielle has B.S. in Resource Planning and Management and a B.A. in Social Science from the University of Michigan and over 20 years of experience in different areas of land use and natural resources planning. After serving as the Land Protection Director at the Six Rivers Land Conservancy for nearly six years, she accepted a position at the Macomb County Public Works Commissioner’s Office in August of 2019.

Jeff Bednar, PE CFM - As Environmental Resources Manager, Jeff assists local municipalities, individuals, and businesses to preserve and protect our shared water resources. A strong advocate for watershed management planning and implementation, Jeff joined the team at Macomb County Public Works in September 2017. Prior to that he served over 20 years as the water resources senior project manager at a municipal consulting firm in southeast Michigan. He is well versed in floodplain management, water resources planning and design, and implementation of stream and overbank improvements that increase community resilience, improve water quality, and reduce flood risk.

6. **Tracking Metrics:** Indicate how the project will monitor/assess progress on the metrics selected previously in the application. At a minimum, the description should: 1) indicate the metrics that will be used to track progress and quantify outcomes; 2) outline the approach for establishing baseline conditions against which post-implementation conditions will be compared; and, if applicable, 3) demonstrate plans and resources for post-implementation monitoring (including partnerships). Note any challenges or limitations anticipated with tracking the metrics. Additional guidance to assist applicants in selecting and reporting metrics and project outcomes is available at www.nfwf.org/semichigan.

CRWC and Lake St. Clair CISMA will be conducting pre and post implementation monitoring for the project. CRWC will monitor water quality parameters such as temperature, dissolved oxygen, benthic macroinvertebrate populations and physical habitat parameters. This monitoring will occur during the grant period and we will work with CRWC and the Clinton River Public Advisory Council to identify ways to continue monitoring upon completion of the project to continue to track the success. The Lake St. Clair CISMA will coordinate the invasive species monitoring during the project and assist with the tracking of the acres of restored metric selected. This project supports two years of chemical treatment of priority species (*Phragmites australis*, *Fallopia japonica*, and *Fallopia sachalinensis*) anticipating a 50% reduction with each treatment. A monitoring plan including qualitative estimates of % cover of desirable/undesirable species, photo monitoring, and temporal/spatial replication will be implemented in late spring and summer of 2021-2022 by the LSC CISMA.

The planting will include 325 Bare root (3/4" caliper) and 150 (2" caliper) trees including native species such as the Hawthorn, Red maple, Hackberry, Honeylocust, Red Bud, Serviceberry, Basswood and others. The number of trees planted will be tracked throughout the grant period. These numbers can be used to quantify the amount of storm water runoff captured by the project and tree canopy established. The restoration of 1.35 linear miles of riparian vegetation will not only include the planting of trees, but other native species in order to prevent erosion, absorb storm water, recharge our aquifers and create habitat for pollinators and other wildlife to enhance the established wildlife corridor. This will be achieved by including the planting of 2,500 native shrubs such as staghorn sumac, dogwoods, elderberry and nine bark and native plant plugs such as Mountain Mint, Cup Plant, Joe-Pye Weed, New England Aster, Purple Coneflower, Common Milkweed, Early Sunflower, Rose Mallow, Golden Alexander and Groundsell.

The project will improve nearly 31 acres of greenspace that can be accessed by area residents via local sidewalks, Freedom Hill County Park and the regional Freedom Trail.

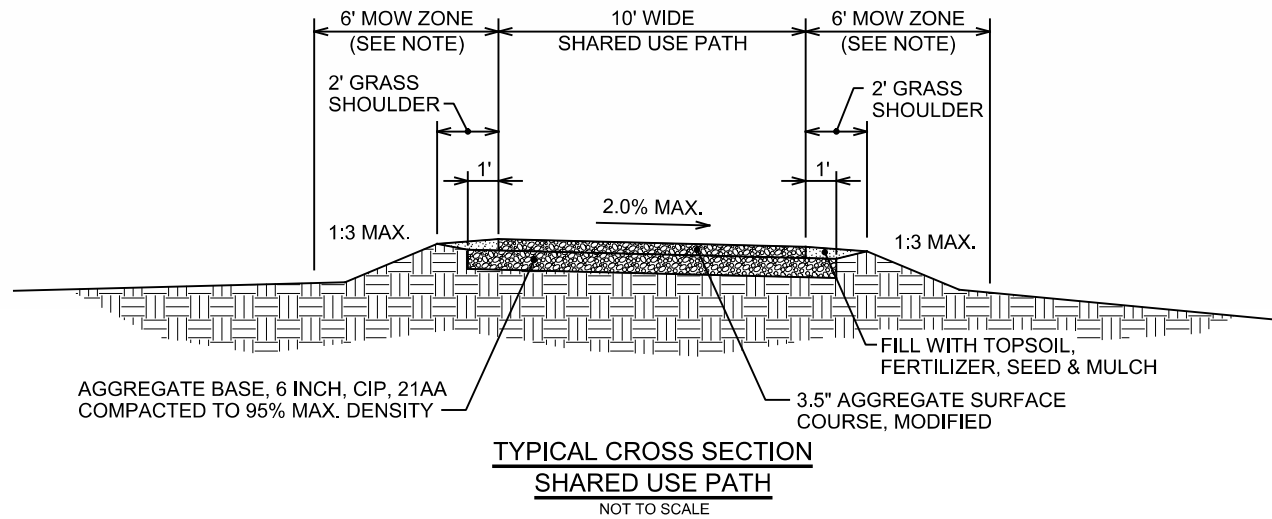
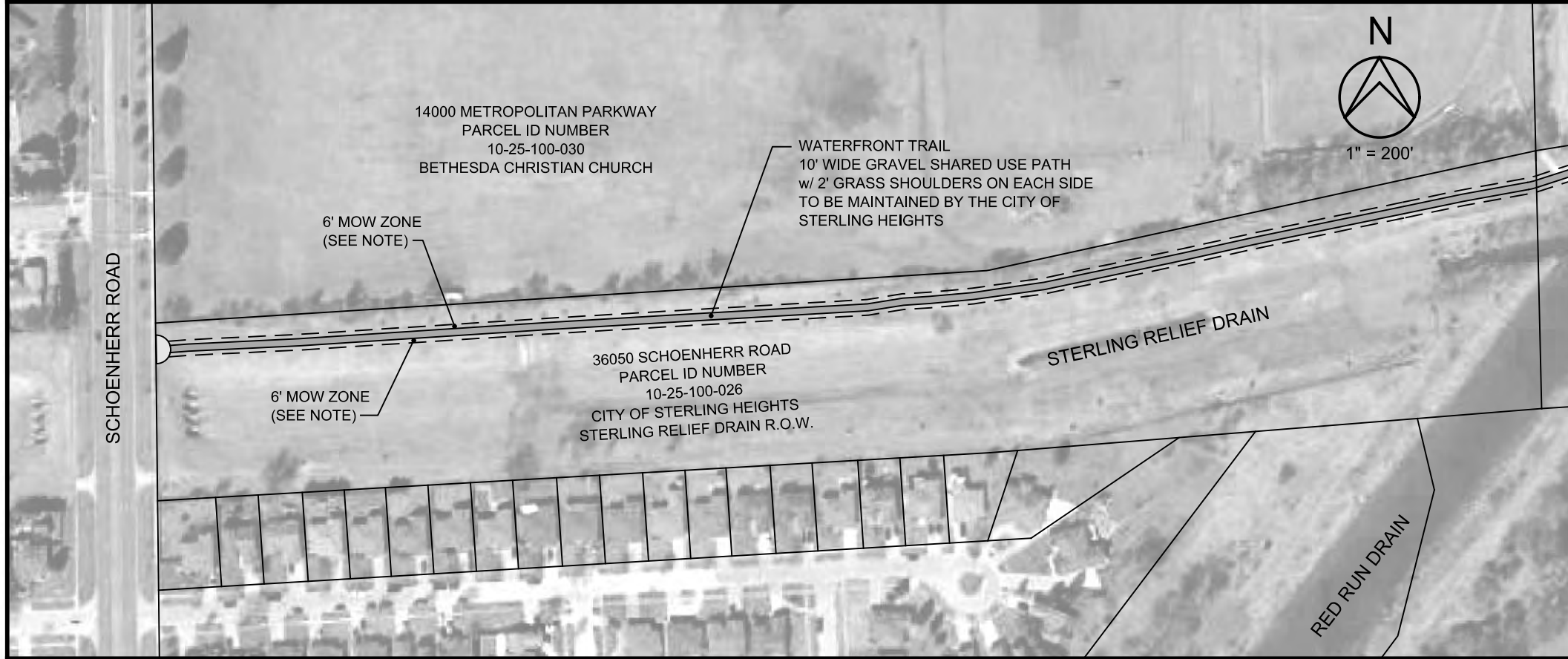
The creation of 1 mile of riverfront trail along the Sterling Relief and Red Run Drain will allow the public to access and experience the newly planted riparian areas while increasing their knowledge of the local ecology and improve their own wellness.

7. **Long-term Operation, Maintenance and Monitoring:** Indicate how project benefits will be sustained through time. Refer to any relevant existing long-term operation and maintenance plan(s) or describe anticipated efforts to develop a long-term plan. Plans should include expected long-term efficacy of project activities, including projected or anticipated performance over 5 years, anticipated useful life of project elements (GSI construction, habitat restoration/management practices) and required maintenance over time to sustain optimal function. Additionally, proposals are encouraged to include a monitoring plan to measure outcomes and assess the success of the project (see "Long-term Operation, Maintenance, and Monitoring" section of the RFP for details and expectations for monitoring plans).

A long-term operations and maintenance plan will be developed through this project, including specific guidance on maintenance work and schedules for implementation for each unique ecological restoration treatment. Pre- and post-implementation monitoring of the work will be conducted by the CRWC, with continued maintenance reflecting the project's overall partnership for implementation including Macomb County Public Works Office on behalf of the Red Run Inter-County Drainage Board and Macomb County Facilities and Operations. Additional monitoring/treatment for invasive species will be conducted in collaboration with the Lake St. Clair Cooperative Invasive Species Management Area (LSC CISMA).

8. **Other (Optional):** Provide any additional information important for the review of this proposal.

Exhibit C
Waterfront Trail Diagrams



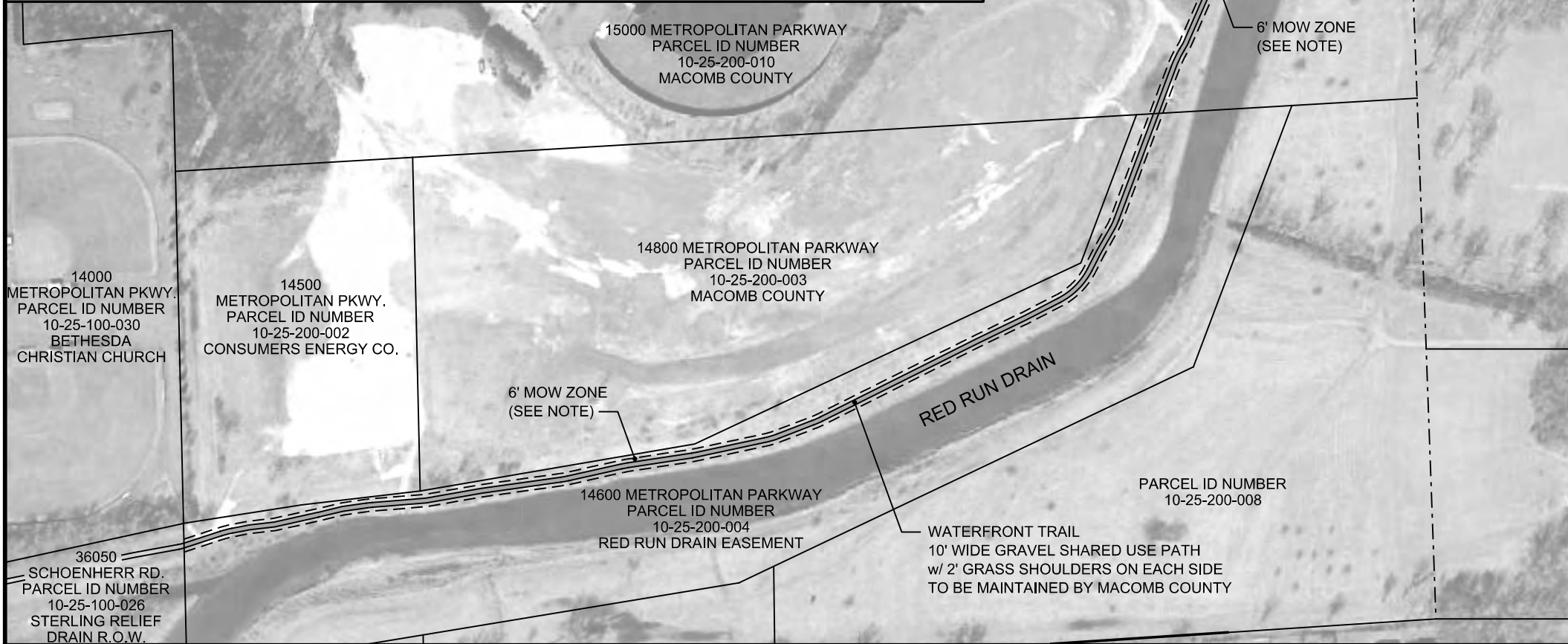
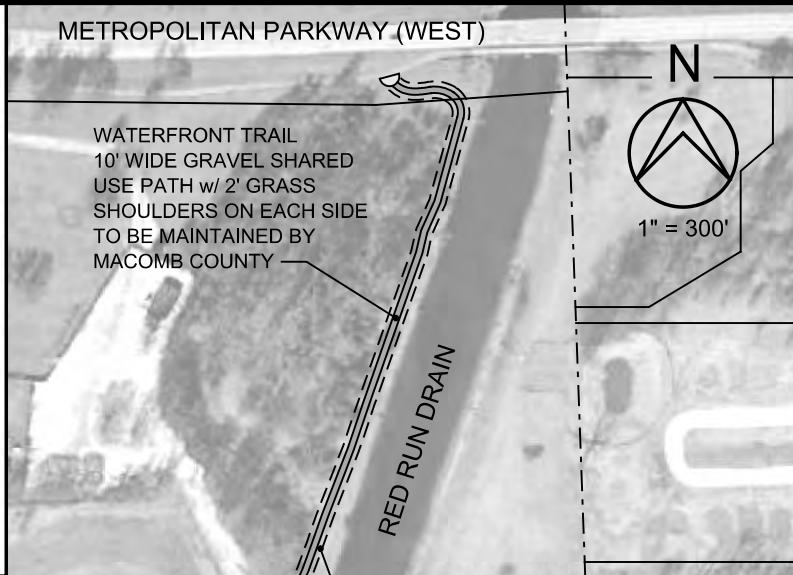
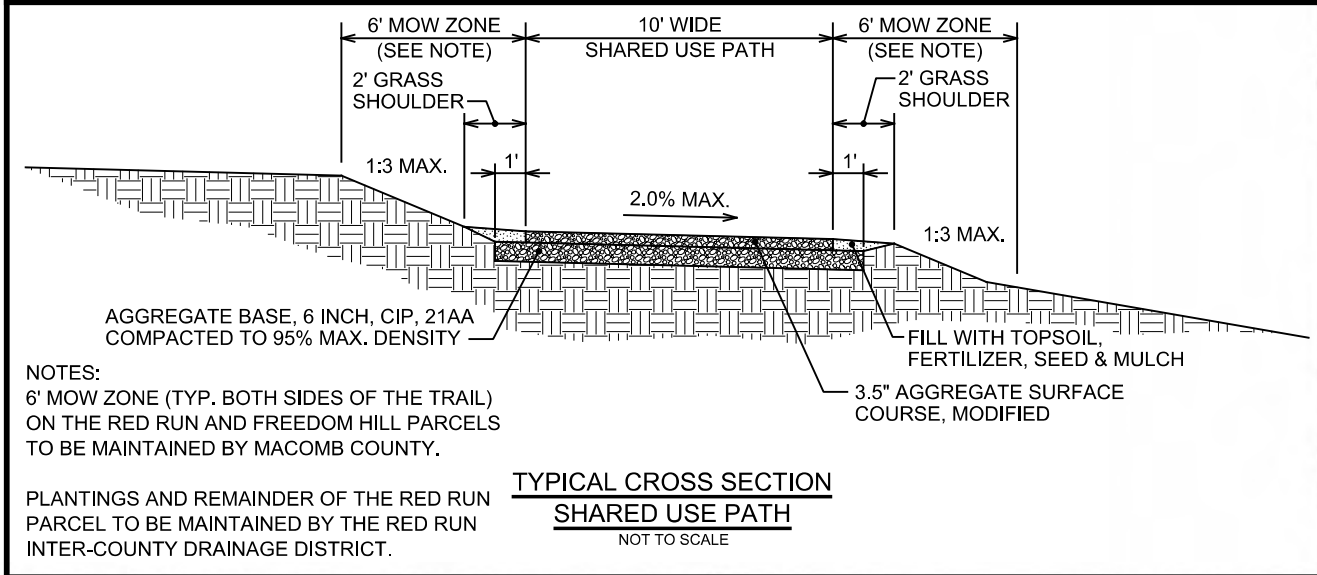
NOTES:
 6' MOW ZONE (TYP. BOTH SIDES OF THE TRAIL)
 ON THE STERLING RELIEF PARCEL TO BE
 MAINTAINED BY THE CITY OF STERLING HEIGHTS.
 PLANTINGS AND REMAINDER OF THE STERLING
 RELIEF DRAIN PARCEL TO BE MAINTAINED BY THE
 STERLING RELIEF DRAIN DRAINAGE DISTRICT PER
 PREVIOUS AGREEMENTS WITH THE CITY.

**WATERFRONT TRAIL
(STERLING RELIEF PORTION)**

JOB NO. 20200852	FIGURE A
DATE 11-29-2021	P.O. BOX 824 BLOOMFIELD HILLS, MICH. 48303 - 0824
	PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: http:// www.hrcengr.com



REVISED 12-03-21



**WATERFRONT TRAIL
(RED RUN PORTION)**

JOB NO.
20200852

DATE
11-29-2021

REVISI 12-03-21

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

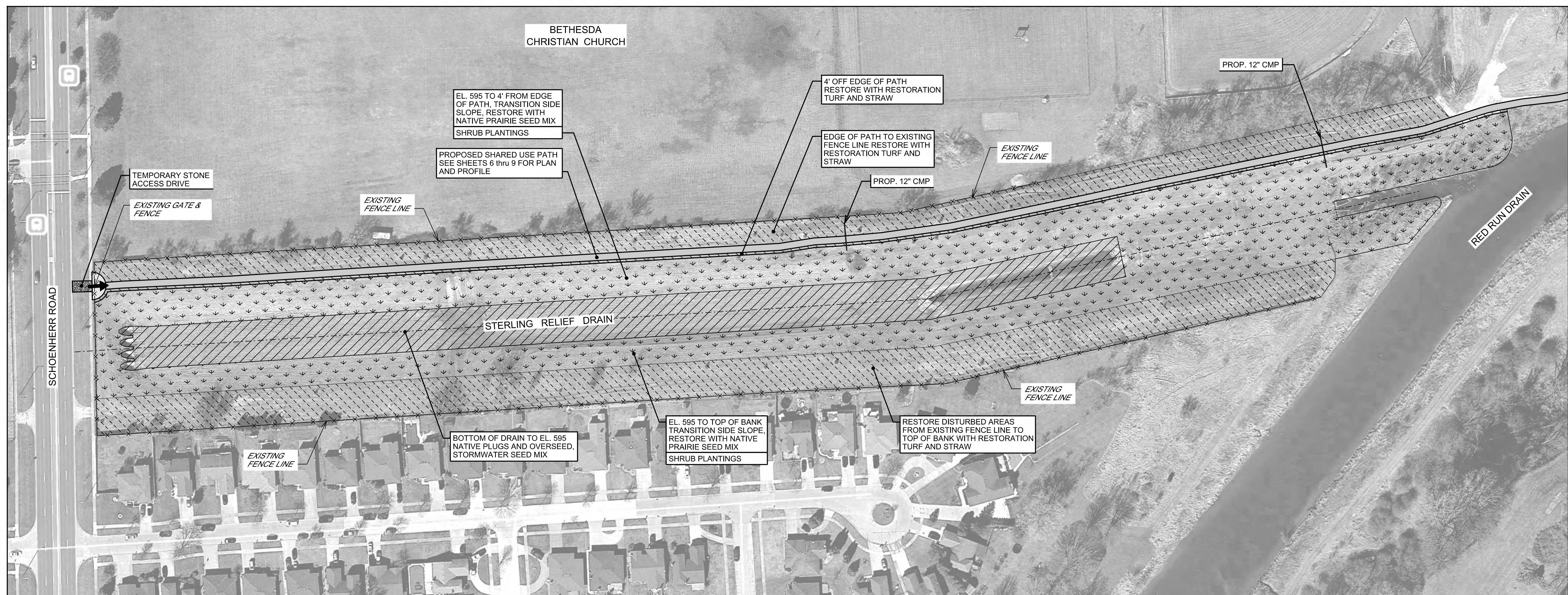
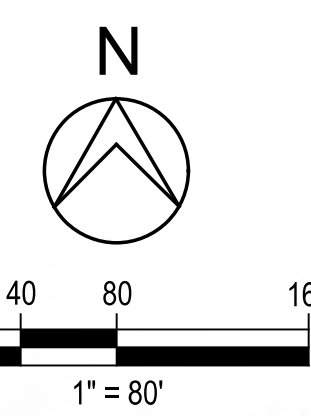
555 HULET DRIVE
BLOOMFIELD HILLS, MICH.
P.O. BOX 824
48303 - 0824

PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 454-6359
WEB SITE: [http:// www.hrcengr.com](http://www.hrcengr.com)

FIGURE
B

Exhibit D
Planting Plans

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 HRCStmp.tbl
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SEE SHEET 28 FOR RED RUN DRAIN PLANTING PLAN

STERLING RELIEF DRAIN PLUG PLANTING NOTES:

- BOTTOM OF DRAIN TO EL. 595: NATIVE PLUGS
- PLANT PLUGS IN THE BOTTOM OF THE STERLING RELIEF DRAIN UP TO ELEVATION 595.
- PLANT A TOTAL OF 4,000 PLUGS. PLUGS TO BE EVENLY DISTRIBUTED BASED ON THE SPECIES.
- PLANT PLUGS IN CLUSTERS.
- PLUGS MAY BE PLACED IN RANDOM GROUPS.
- FINAL LOCATION OF PLUGS SHALL BE DETERMINED IN THE FIELD BY THE OWNER AND THE PROJECT ENGINEER.
- NATIVE PLANT PLUGS SHALL BE PAID FOR AS "Plugs Planting, Ea".
- SEE SHEETS 30 FOR DETAILED PLUG LIST.
- SEE SHEETS 31 AND 32 FOR LANDSCAPE AND PLANTING DETAILS.

STERLING RELIEF DRAIN SEED MIX NOTES:

- BOTTOM OF STERLING RELIEF DRAIN TO EL. 595 = 2.0 Acres STORMWATER SEED MIX, (CARDNO OR APPROVED EQUAL) PAID FOR AS "Restoration - Stormwater Mix, Ac".
- TRANSITION SIDE SLOPE, EL. 595 TO 4' FROM PATH OR THE TOP OF BANK = 5.0 Acres BROAD SPECTRUM NATIVE PRAIRIE SEED MIX FOR CLAY SOILS, (GENESIS OR APPROVED EQUAL) PAID FOR AS "Restoration - Native Prairie Mix, Ac".
- RESTORATION TURF AREAS = 4.0 Acres THV MDT SEED MIX - TURF HEAVY SOIL (OR APPROVED EQUAL) AND STRAW PAID FOR AS "Restoration - Turf, Ac".

SEE SHEET 30 FOR DETAILED SEED MIX SCHEDULES.

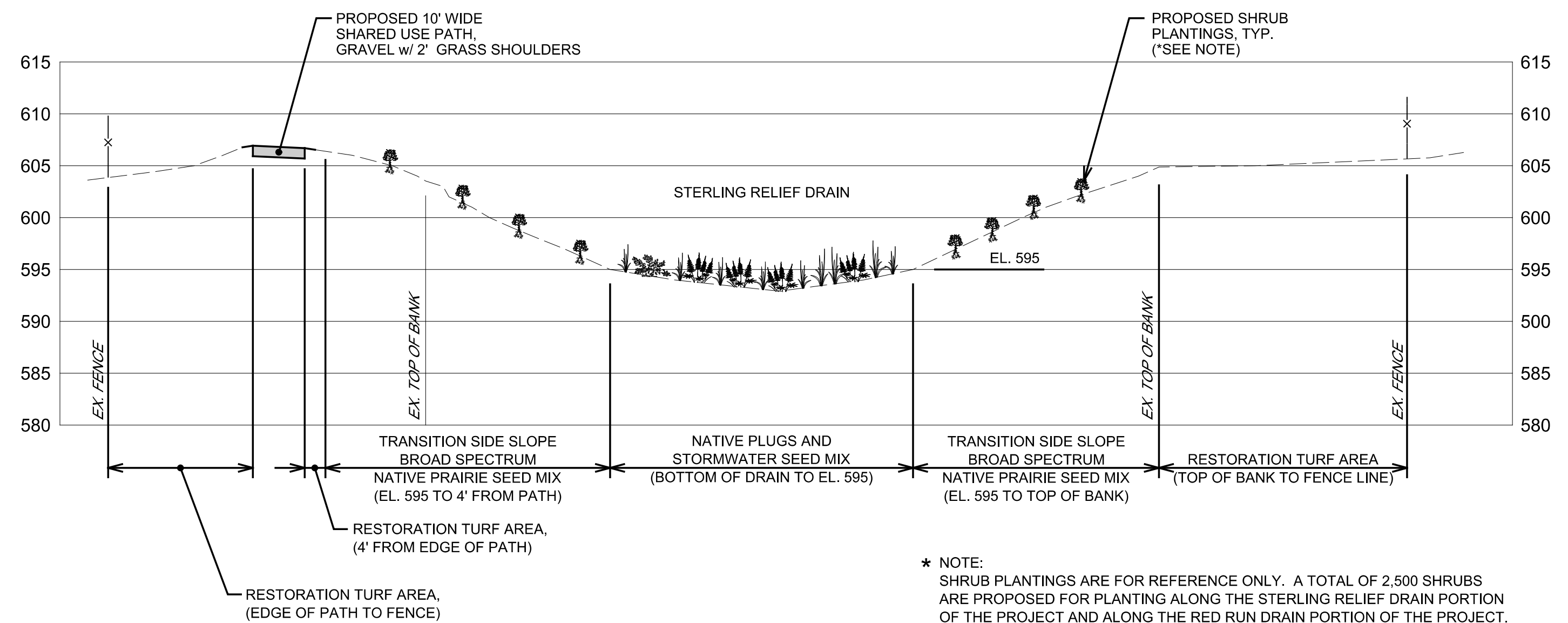
STERLING RELIEF DRAIN PLANTINGS AND SEED MIX LEGEND:

- BOTTOM OF DRAIN TO EL. 595, NATIVE PLUGS AND OVERSEED, STORMWATER SEED MIX (CARDNO OR APPROVED EQUAL)
- TRANSITION SIDE SLOPE, BROAD SPECTRUM NATIVE PRAIRIE SEED MIX FOR CLAY SOILS (GENESIS OR APPROVED EQUAL) w/ SHRUB PLANTINGS
- RESTORATION TURF AREAS THV MDT SEED MIX - TURF HEAVY SOIL (OR APPROVED EQUAL) AND STRAW

LEGEND:

- PROPOSED SHARED USE PATH, GRAVEL
- TEMPORARY STONE ACCESS DRIVE
- PROPOSED SITE ACCESS
- EXISTING FENCE

STERLING RELIEF DRAIN QUANTITIES (THIS SHEET)			
No.	ITEM DESCRIPTION	UNIT	QTY.
1	Plugs Planting	Ea	4,000
2	Restoration - Stormwater Mix	Ac	2.0
3	Restoration - Native Prairie Mix	Ac	5.0
4	Restoration - Turf	Ac	4.0



TYPICAL SECTION THROUGH STERLING RELIEF DRAIN (LOOKING EAST)
SCALE: 1" = 20' HORIZ.
1" = 10' VERT.

NOTICE:
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CALL MISS DIG 72 HOURS (3 WORKING DAYS) BEFORE YOU DIG
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RED RUN INTERCOUNTY DRAIN DRAINAGE BOARD

Michigan Department of **AGRICULTURE & Rural Development**

WRC
WATER RESOURCES COMMISSIONER
Jim Nash

MACOMB COUNTY MICHIGAN
Macomb County Public Works Commissioner

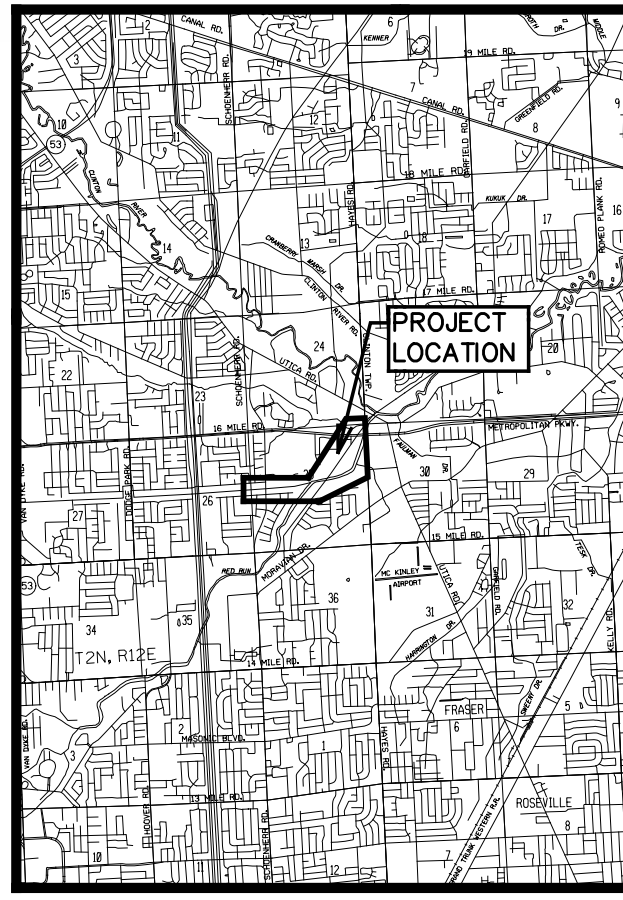
HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE P.O. BOX 824
BLOOMFIELD HILLS, MICH. 48303-0824

PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 454-6359
WEB SITE: <http://www.hrcengr.com>

DATE	ISSUED FOR / ADDITIONS / REVISIONS
11-17-2021	ISSUED FOR BIDS
11-08-2021	ISSUED FOR FINAL REVIEW
07-19-2021	ISSUED FOR OWNER REVIEW
04-13-2021	ISSUED FOR OWNER REVIEW
03-19-2021	ISSUED FOR OWNER REVIEW

DESIGNED	HRC
DRAWN	HRC
CHECKED	N.J.K.
APPROVED	J.F.B.



RED RUN INTERCOUNTY DRAIN DRAINAGE BOARD

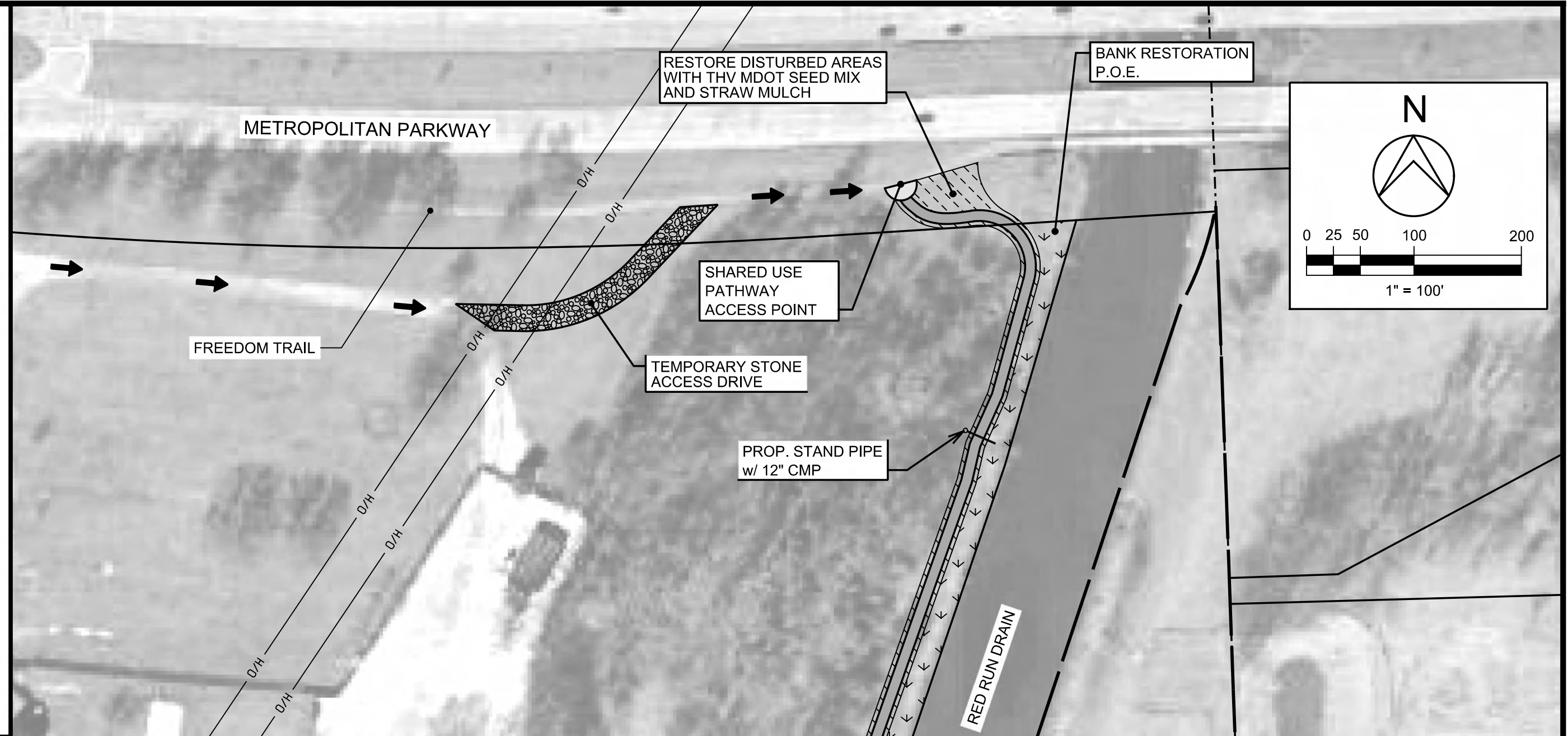
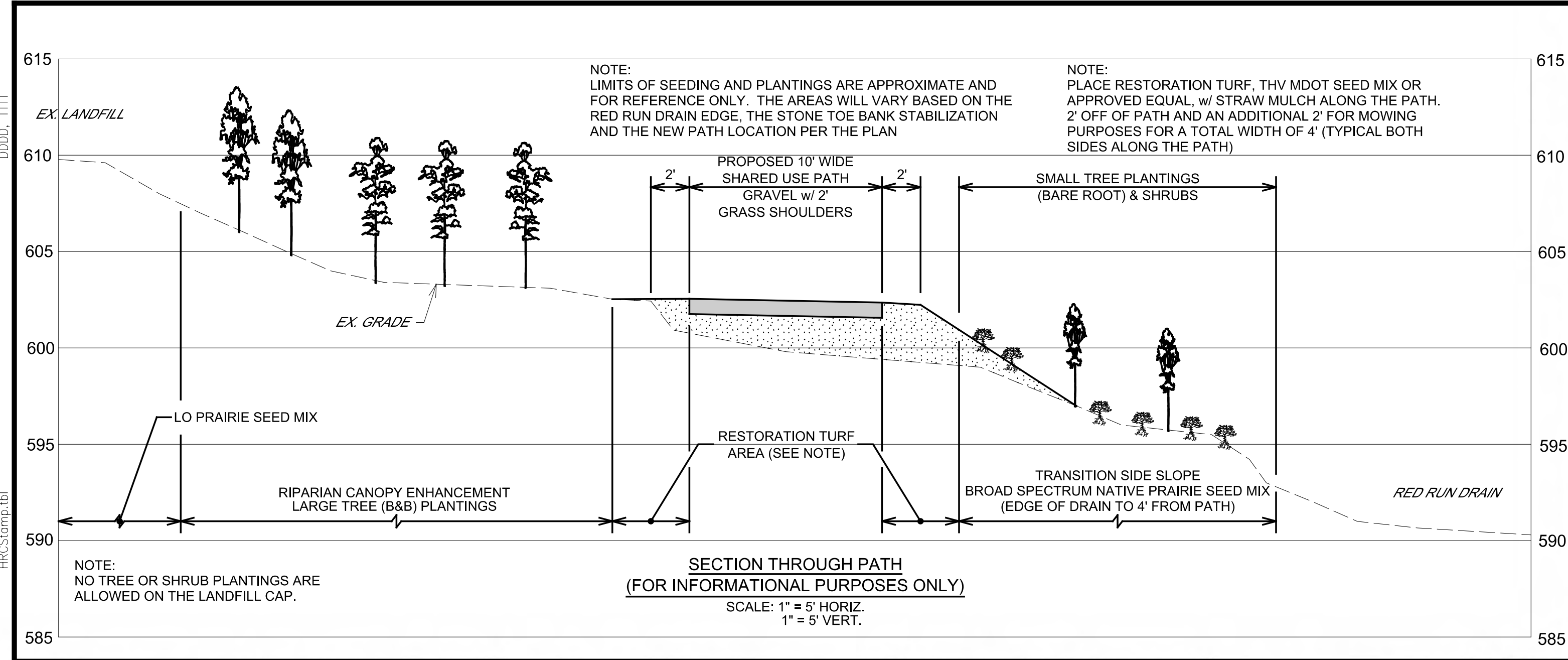
RED RUN DRAIN RESTORATION PHASE I

MACOMB COUNTY MICHIGAN

STERLING RELIEF DRAIN PLANTING PLAN

HRC JOB NO.	SCALE
20200852	AS NOTED

DATE	SHEET NO.
JUNE 2021	22 OF



RED RUN INTERCOUNTY DRAIN DRAINAGE BOARD

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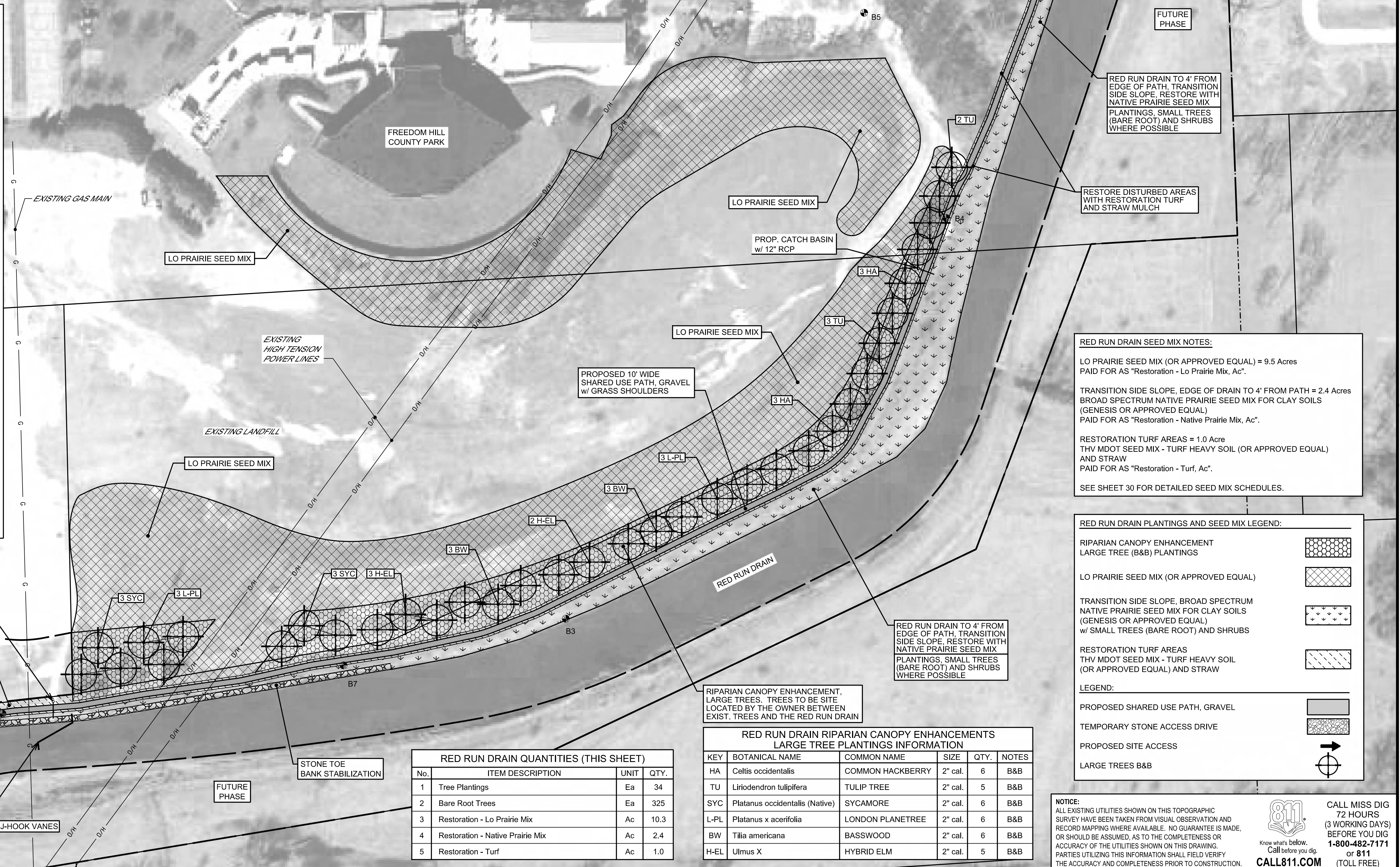
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- RED RUN DRAIN TREE & SHRUB PLANTING NOTES:**
- 34 B&B (BALLED & BURLAPPED) TREES**
- PLANT TREES AS NOTED IN THE RIPARIAN CANOPY ENHANCEMENT AREAS.
 - PLANT TREES IN GROUPS OF 3 (PER SPECIES) WHEN POSSIBLE AND A MINIMUM OF 25' APART, o.c.
 - PLANT TREES NO CLOSER THAN 10' FROM THE EDGE OF THE NEW PATH.
- 325 BARE ROOT TREES**
- PLANT TREES IN THE TRANSITION SIDE SLOPE AREAS (WHERE POSSIBLE).
 - PLANT TREES IN GROUPS OF 3 (PER SPECIES) WHEN POSSIBLE AND A MINIMUM OF 25' APART, o.c.
 - PLANT TREES NO CLOSER THAN 10' FROM THE EDGE OF THE NEW PATH.
- SHRUB PLANTINGS**
- A TOTAL OF 2,500 SHRUBS ARE PROPOSED FOR PLANTING ALONG THE RED RUN DRAIN PORTION OF THE PROJECT AND ALONG THE STERLING RELIEF DRAIN PORTION OF THE PROJECT.
 - PLANT SHRUBS ALONG THE BANK IN THE TRANSITION PRAIRIE SEED MIX AREAS.
- NOTES:**
- ALL TREE SPECIES SHALL BE SMDA AND GREEN MACOMB APPROVED.
 - DO NOT PLANT TREES ON OR NEAR ANY LANDFILL VENTS.
 - NO TREES OR SHRUBS ARE ALLOWED TO BE PLANTED ON THE LANDFILL CAP.
 - DO NOT PLANT TREES ON OR NEAR PROP. STORM STRUCTURES AND OUTLETS. SEE PLAN SHEETS FOR LOCATIONS OF PROP. STORM.
 - FINAL LOCATION OF TREES WILL BE DETERMINED IN THE FIELD BY THE OWNER AND THE PROJECT ENGINEER.
 - FINAL LOCATION AND DISTRIBUTION OF THE SHRUBS WILL BE DETERMINED IN THE FIELD BY THE OWNER AND THE PROJECT ENGINEER.
 - SEE SHEETS 30 thru 32 FOR DETAILED TREE PLANTING LIST AND LANDSCAPE PLANTING DETAILS.



- RED RUN DRAIN SEED MIX NOTES:**
- LO PRAIRIE SEED MIX (OR APPROVED EQUAL) = 9.5 Acres
PAID FOR AS "Restoration - Lo Prairie Mix, Ac".
- TRANSITION SIDE SLOPE, EDGE OF DRAIN TO 4' FROM PATH = 2.4 Acres
BROAD SPECTRUM NATIVE PRAIRIE SEED MIX FOR CLAY SOILS (GENESIS OR APPROVED EQUAL)
PAID FOR AS "Restoration - Native Prairie Mix, Ac".
- RESTORATION TURF AREAS = 1.0 Acre
THV MDOT SEED MIX - TURF HEAVY SOIL (OR APPROVED EQUAL) AND STRAW
PAID FOR AS "Restoration - Turf, Ac".
- SEE SHEET 30 FOR DETAILED SEED MIX SCHEDULES.

- RED RUN DRAIN PLANTINGS AND SEED MIX LEGEND:**
- RIPARIAN CANOPY ENHANCEMENT LARGE TREE (B&B) PLANTINGS
 - LO PRAIRIE SEED MIX (OR APPROVED EQUAL)
 - TRANSITION SIDE SLOPE, BROAD SPECTRUM NATIVE PRAIRIE SEED MIX FOR CLAY SOILS (GENESIS OR APPROVED EQUAL) w/ SMALL TREES (BARE ROOT) AND SHRUBS
 - RESTORATION TURF AREAS THV MDOT SEED MIX - TURF HEAVY SOIL (OR APPROVED EQUAL) AND STRAW
 - PROPOSED SHARED USE PATH, GRAVEL
 - TEMPORARY STONE ACCESS DRIVE
 - PROPOSED SITE ACCESS
 - LARGE TREES B&B

RED RUN DRAIN QUANTITIES (THIS SHEET)

No.	ITEM DESCRIPTION	UNIT	QTY.
1	Tree Plantings	Ea	34
2	Bare Root Trees	Ea	325
3	Restoration - Lo Prairie Mix	Ac	10.3
4	Restoration - Native Prairie Mix	Ac	2.4
5	Restoration - Turf	Ac	1.0

RED RUN DRAIN RIPARIAN CANOPY ENHANCEMENTS LARGE TREE PLANTINGS INFORMATION

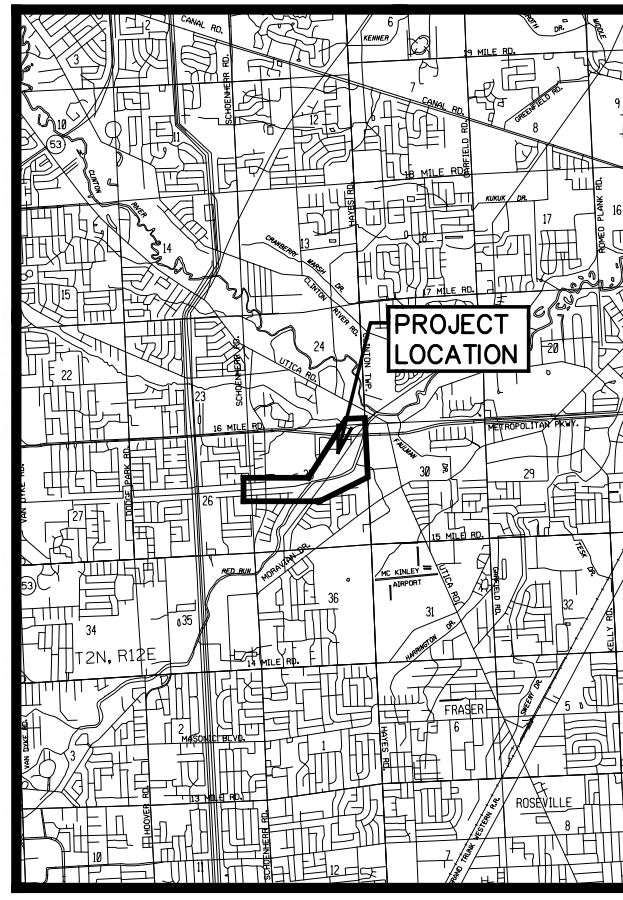
KEY	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	NOTES
HA	Cellis occidentalis	COMMON HACKBERRY	2" cal.	6	B&B
TU	Liriodendron tulipifera	TULIP TREE	2" cal.	5	B&B
SYC	Platanus occidentalis (Native)	SYCAMORE	2" cal.	6	B&B
L-PL	Platanus x acerifolia	LONDON PLANETREE	2" cal.	6	B&B
BW	Tilia americana	BASSWOOD	2" cal.	6	B&B
H-EL	Ulmus X	HYBRID ELM	2" cal.	5	B&B

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RED RUN INTERCOUNTY DRAIN DRAINAGE BOARD

RED RUN DRAIN RESTORATION PHASE I

MACOMB COUNTY MICHIGAN

RED RUN DRAIN PLANTING PLAN

HRC JOB NO. 20200852 SCALE 1" = 100'

DATE JUNE 2021 SHEET NO. 23 OF

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Exhibit E
Maintenance Responsibilities

Red Run Intercounty Drain Drainage District

- Maintain the Native Plantings within the Red Run Drain as contemplated by the National Fish and Wildlife Foundation Grant standards

Sterling Relief Drain Drainage District

- Mow the Native Plantings within the Sterling Relief Drain as needed, and replace or supplement as needed to maintain the Native Plantings as contemplated by the National Fish and Wildlife Foundation Grant standards
- Perform the regular maintenance of the Sterling Relief Drain as customarily provided to maintain the Drain in good, functioning condition

Macomb County

- Provide \$313,000.00 from the Macomb County Department of Roads Non-motorized transportation budget to partially pay for the initial construction of the Waterfront Trail and initial planting of Grassy Areas adjacent to the Waterfront Trail
- Provide an additional \$300,000.00 from a National Fish and Wildlife Foundation Grant to pay for the initial installation of Native Plantings on the slopes of the Red Run Drain and Sterling Relief Drain adjacent to the Waterfront Trail
- Maintain the Waterfront Trail and Grassy Areas within the Red Run Drain
- Mow the Grassy Areas adjacent to the Waterfront Trail located within the Red Run Drain and in accordance with established agreements, practices and/or customs between the Parties under which Macomb County, on behalf of the Red Run Drain District, has maintained and will continue to maintain such areas to mutually agreeable standards customarily applicable to such areas within the City

City of Sterling Heights

- Maintain the Waterfront Trail and Grassy Areas within the Sterling Relief Drain
- Mow the Grassy Areas adjacent to the Waterfront Trail located within the Sterling Relief Drain

- Manufacture and install at the City's expense markings and wayfaring signage (not permanent structures) in accordance with specifications and at locations approved by the City of Sterling Heights Parks & Recreation Department, the City Engineering Department, the City Planning Department, the Macomb County Department of Roads, and Macomb County Planning Department
- Maintain markings and wayfaring signage along the Waterfront Trail at the City's expense, using City contractors and/or City Staff

STERLING RELIEF DRAIN
12.07.21 - 12.21.21

<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>
Sterling Relief	Chapter 20 State of MI - 3.29% Macomb County - 7.79% Sterling Heights - 88.93%						
		Stockel	Taylor Made Fence	\$ 23,800.00	Invoice #4564 - 11.24.21	Fence Replacement - FINAL	
			Total	\$ 23,800.00			

YTD Trial Balance

Fund: Sterling Relief

As of Fiscal Period: Oct 1, 2021-Dec 31, 2021

	O&M Balance 9/30/2021	O&M	Total 12/31/2021
Cash - Operating	233,806	(13,339)	220,467
Accounts Receivable			0
Assets			0
Liabilities			0
Revenues		11,741	11,741
Expenditures		25,080	25,080
Equity	233,806		220,467