

Gregg
Miller
Nash
Suma
Wiley

CLINTON RIVER SPILLWAY
INTER-COUNTY DRAINAGE BOARD
SEPTEMBER 20, 2023
10:00 A.M.
AGENDA

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

**Call in Number: 1-336-914-0192
Access Code: 453 804 220**

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1. Call of meeting to order and roll call	
2. Approval of Agenda	
3. Approval of Minutes of meeting of November 9, 2022	4
4. Public Participation	
5. State High Water \$1.5 Million Grant Agreement – Jeff Bednar / Vince Astorino	8
Motion: To approve and authorize the Board Secretary to sign the State High Water Infrastructure \$1.5 million Grant Agreement with in-kind match of \$112,578 and Spillway contribution of \$180,000 which includes SCADA improvements.	
6. Invasive Treatment Update – Jeff Bednar – Verbal	41
7. Clinton Township Pump Station Harper Lot Project – Jeff Bednar / Tom Stockel	
8. Jefferson Pedestrian Bridge Grants – Project Update – Amanda Oparka / Amanda Minaudo	44
9. Insurance Policy Renewal – Bruce Manning	51
Motion: To approve the general liability insurance coverage renewal with Argonaut Insurance Company in the amount of \$88,160 (Clinton River Spillway share \$6,117)	
10. Spillway Parcels Title Update – Candice Miller	68
11. Consideration for approval of invoices (see attached)	69

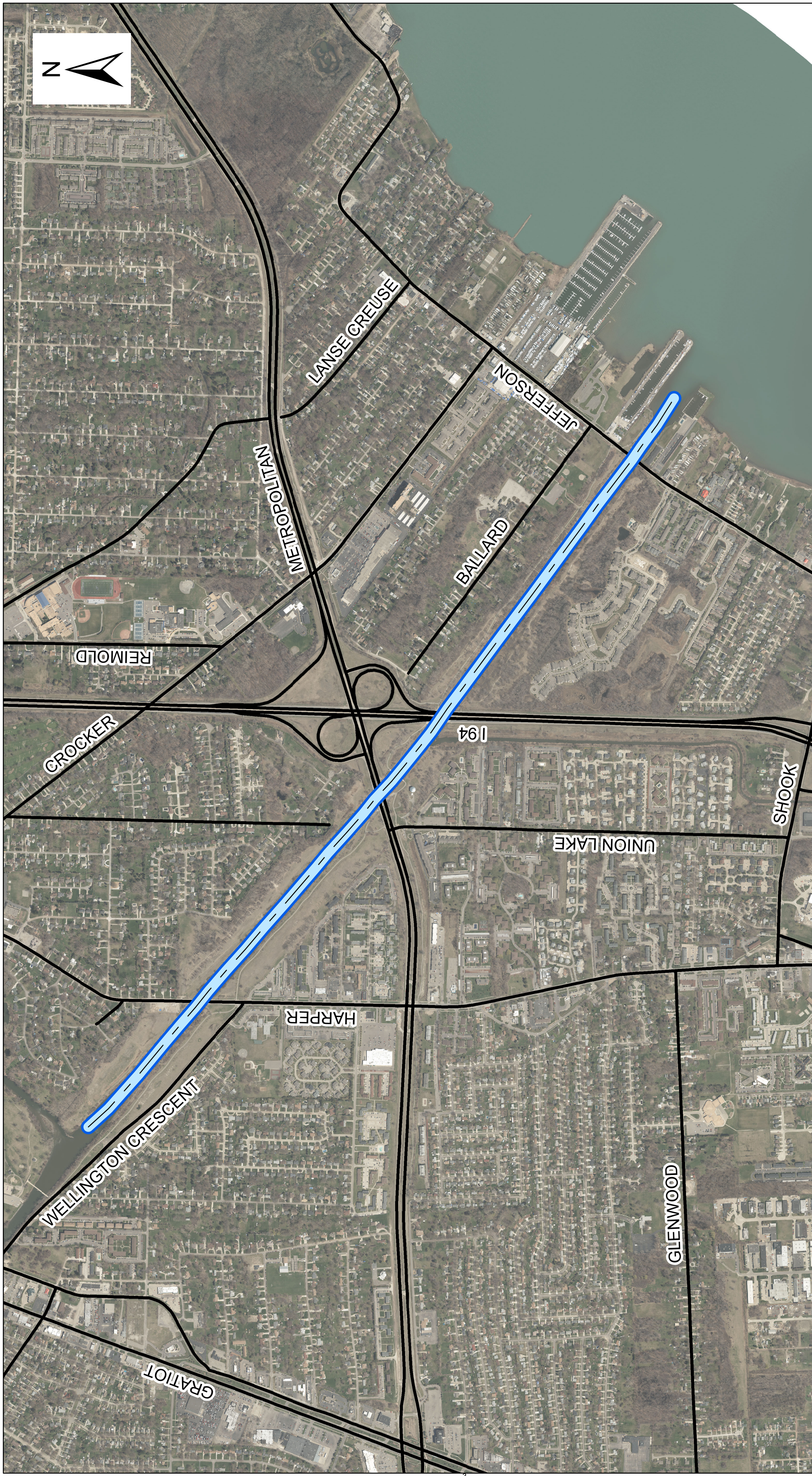
12. Financial Update – Bruce Manning

70

13. Other Business

14. Adjourn

CLINTON RIVER SPILLWAY LAPEER, MACOMB, OAKLAND, & ST CLAIR COUNTIES



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

Legend

- Open Channel
- Ditch
 - Pond

A meeting of the Inter-County Drainage Board for the **CLINTON RIVER SPILLWAY DRAIN** was held in the Office of the Macomb County Public Works Commissioner, 21777 Dunham, Clinton Township, Michigan on November 9, 2022.

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

Brian Baker, Acting Secretary
Macomb County Public Works Chief Deputy

Jim Nash, Member
Oakland County Water Resources Commissioner

Joe Suma, Member
Lapeer County Drain Commissioner

Robert Wiley, Member
St. Clair County Drain Commissioner

ALSO PRESENT: Jeff Bednar P.E., Environmental Resources Manager; Danielle Devlin, Environmental Specialist; Norb Franz, Communications Manager; Bruce Manning, Financial Manager; Pamela Sonnenberg, Administrative Assistant; Tom Stockel, Construction Supervisor; Amanda O' Parka, Macomb County Planning & Economic Development; Gerard Santoro, Macomb County Planning & Economic Development; Anne Vaara, Oakland County Water Resources Chief Deputy; Steve Korth, P.E., Manager, Office of Oakland County Water Resources; Gary Nigro, Oakland County Water Resources Commissioner; Jamie Burton, HRC; Tom LaCross, HRC; Lee Johnson, Honigman; Joe Brezvai, Michigan Department of Agriculture and Rural Development

The Chairman called the meeting to order at 10:47 a.m.

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

Adopted: YEAS: 5
NAYS: 0

The minutes of the meeting of April 26, 2022, were presented. A motion was made by Mr. Nash, supported by Mr. Wiley to approve the minutes as presented.

Adopted: YEAS: 5
NAYS: 0

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

Ms. O'Parka introduced herself and presented the Clinton River Spillway Vision Master Plan. This project was funded by SEMCOG, with a match from the County. There has been 3 stakeholder meetings throughout the process and it is now at the final stage. She then showed the final vision board and the plan. There are a few changes that are being made, and will be completed within the next week or two. The goal was to create a long term vision for the spillway property that ensures the integrity is maintained in order to provide flood control while seeking opportunities to

address social equity, quality of life, improve water quality in habitat, and increase public use. The plan is a guide and tool for the various agencies to continue to move forward on Spillway improvements. She presented a study area of the existing pathways, connecting to Harrison Township, Clinton Township, and the City of Mt. Clemens. It also includes bus routes. They performed two public outreach activities. One at a splash pad opening at Shadyside Park in Mt. Clemens and the other in Harrison Township at their "Engines and Eats" event. They displayed images and asked people to comment on the different images. They received a lot of feedback. The take away was that people wanted to see the property remain natural, and they'd like to have more bathrooms.

Mr. Gregg suggested that we come up with a better logo for the Spillway. Ms. O'Parka mentioned that they are looking into some better branding of the Spillway. She said that will be the next step. Harrison Township is using some of their ARPA funds to re-pave the entire trail along the Spillway in Harrison Township, and Clinton Township applied for a Taft Grant to resurface their part of the trail. Ms. O'Parka said there has been some talks with the Ralph C. Wilson Foundation for funding as well as looking into other grants for funding of these projects. Last year Harrison Township was able to get a design for the Jefferson Pedestrian Bridge on the west side of Jefferson, because the Road Department is not replacing that side of the bridge. The County, Harrison Township and the Road Department are partnering on TAFT funding for that project. It is due in February and is a \$2 million project, so we will be looking for support from the Board. Mr. Burton mentioned that they had done soil boring testing in the past and have a lot of samples if Ms. O'Parka needed help with anything, to please let him know. Mr. Baker added that maintenance agreements would have to be worked out with Harrison Township, Clinton Township, and Mt. Clemens for the usage of our property.

Ms. Vaara questioned if the insurance we have for this property covers this concept. She also mentioned that she was fascinated with the Tridge concept that was displayed as one of the options in the study. Ms. O'Parka also said that she had some conversation with Clinton Township regarding the Disc Golf Course and that 2 of their holes would be on Spillway property. Mr. Bednar said that he spoke with Mary Bednar from Clinton Township and they are going to do their best to keep it on their property. There will be further talk about the Disc Golf Course at future meetings. Mr. O'Parka also said that her department has a grant through Consumers Energy to provide some trees for the Disc Golf Course to provide some shielding for residents. There has been some talks with the Ralph C. Wilson Foundation for funding as well as looking into other grants.

Mr. Santoro added that they just received another grant through the Salt River group and are trying to create recreation throughout the County and this fits into that bigger vision. He is thankful to the Board for allowing us to utilize this space and to bring a bigger picture to the recreation and opportunity for outdoor exercise.

Mr. Gregg asked if there has been any coordination with the Army Corps. Mr. Bednar said that he spoke with Tina from the Corps and she said that they weren't concerned about any of the projects. The Tridge is on the river so there will be a Corps and an EGLE review. Mr. Suma added that the biggest interference that he sees is the possible kayak/canoe bypass. He feels that it would be the most intrusive to the waterway. Ms. O'Parka said that people really liked the graphic she chose because it showed rapids, however, we have no rapids in these waterways.

A motion was made by Mr. Wiley, supported by Mr. Suma to receive and file the project updates.

Adopted: YEAS: 5
NAYS: 0

Mr. Baker made a motion, supported by Mr. Nash to authorize staff to create a letter of support for the Visioning Projects that can be used for future grant applications and have the Board Members sign.

Adopted: YEAS: 5
NAYS: 0

Mr. Bednar spoke about the EGLE State High Water Infrastructure grant. Ducks Unlimited and Fish and Wildlife Service are coming out next Monday to look at the Spillway because of the habitat value. We have been in discussion with the Army Corps and the Planning Assistance to States Program, looking at modernization of the weir to maximize flow management and sediment management. We want to partner with the Corps to work out a cost share agreement with them for the scope of work that will cost upwards of \$400,000 on a 50/50 cost share basis. That would be a \$200,000 ask of the Board, however, in kind services apply. Also, because there is so much money moving through the system right now, the Corps is no longer concerned about utilizing other funds that were derived from federal sources as match for their Planning Assistance to States Program. That is where the EGLE State High Water Infrastructure Grant Program comes in. It is a maximum \$1.5 million grant that can be used for planning studies, feasibility, implementation or engineering analysis. They want to see utilizing nature based solutions to increase climate resiliency and adaptation to high water coastal issues. The issue that was noted by the Army Corps include erosion problems along the banks. It is a great opportunity for us to dovetail with the Army Corps. We can let the Corps do the flow study analysis, flow balancing, look at modernizing the weir, and how to get the right SCDA systems involved and perhaps a bypass. Right now we have a bypass with a gate system that we can't operate because it is filled with sediment.

Regarding the High Water Infrastructure Grant, HRC has already done research with climate adaptation. We spoke with HRC as well as Drummond Carpenter. We thought this was a good opportunity to go after the \$1.5 million grant. The first step is to get the Grant affidavit written and submitted which is due by November 30th. Mr. Burton then talked about how HRC did a high water analysis back in 2011-2012. We have everything that we need we just didn't have the funding. So the timing couldn't be better. There will be some funds that the Board will have to cover at some point, but the cost is a couple hundred thousand dollars for \$2 million worth of work.

Mr. Baker asked if this grant can be used for the Army Corps match, and Mr. Bednar said yes. Mr. Baker then asked if the Army Corps grant can be used as a match for the State grant. Mr. Bednar said we don't know yet, we will find out. Mr. Burton said that it seems like the timing will line up pretty well because of the overlap. Mr. Nash questioned about DNR funding. Mr. Burton said it's all about adapting practices to withstand climate change including green infrastructure, natural channel design and vegetative practices which are important for future climate shifts. Mr. Bednar said that if awarded, this grant work doesn't have to be completed until 2026. Mr. Burton suggested that the Secretary be approved to sign the application on behalf of the Board.

A motion was made by Mr. Nash, supported by Mr. Suma to authorize HRC and Drummond Carpenter to apply for the EGLE State High Water Infrastructure Grant and authorize the Secretary to sign the Grant Application.

Adopted: YEAS: 5
NAYS: 0

Mr. Gregg presented the 2023 Board Meeting dates.

A motion was made by Mr. Nash, supported by Mr. Baker to approve the 2023 Board Meeting dates as presented.

Adopted: YEAS: 5
NAYS: 0

The Chairman presented the invoices totaling \$54,794.28 as provided to the Board for review and approval.

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

Adopted: YEAS: 5
NAYS: 0

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

Adopted: YEAS: 5
NAYS: 0

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

Adopted: YEAS: 5
NAYS: 0

The meeting was adjourned at approximately 11:44 a.m.



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

STATE OF MICHIGAN
COUNTY OF MACOMB

I certify that the foregoing is a true and correct copy of proceedings taken by the Inter-County Drainage Board for the Drainage District shown on the attached set of Minutes, on November 9, 2022. The original of which is on file in the Public Works Commissioner's Office. Public notice of the meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1975, including, in the case of a special or rescheduled meeting or a meeting secured for more than 36 hours, notice by posting at least 18 hours prior to the time set for the meeting.



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

DATED: 11/09/22



Candice S. Miller

Public Works Commissioner
Macomb County

To: Clinton River Spillway Drain Drainage District Board Members

CC: File

From: Jeff Bednar, Environmental Resources Manager

Date: September 14, 2023

Subject: Clinton River Spillway Climate Resiliency
EGLE – High Water Infrastructure Grant Agreement

Attached for the Board’s consideration and authorization for Commissioner Miller to execute the Grant Agreement for the above referenced project.

As previously discussed, the project will focus on climate resiliency and provide sustainable flood management while enhancing the nearshore ecosystem. This will be accomplished by making improvements like the work done previously under NOAA and EPA funding such as bank stabilization, providing flood storage areas, and wetland creation. This project will also make SCADA improvements to optimize weir operations. In combination, these improvements not only improve resiliency but reduce future maintenance costs and enhance water quality prior to discharging to Lake St. Clair.

As previously discussed, this Grant covers \$1,500,000 (80.5%) of a \$1,792,578 project. The \$292,578 (19.5%) local match will be met with:

- In-kind staff services (\$112,578),
- SCADA improvements (\$150,000), and
- Cash (\$30,000).

The grant period is through June 2026.

Additional details are provided in the attached Grant Agreement and will be presented at the meeting.

Attachment: EGLE – High Water Infrastructure Grant Agreement



STATE HIGH WATER INFRASTRUCTURE GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND THE
MACOMB COUNTY PUBLIC WORKS COMMISSIONER'S OFFICE

This Grant Agreement (Agreement) is made between the Michigan Department of Environment, Great Lakes, and Energy, Water Resources Division (State), and the Macomb County Public Works Commissioner's Office (Grantee).

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Section 1006 of Public Act 87 of 2021. Legislative appropriation of funds for grant assistance is set forth in Public Act 166 of 2022. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: Clinton River Spillway Climate Resiliency	Project #: 2023-SHWI-005
Amount of Grant: \$1,500,000	% of Grant State 100 / % of Grant Federal 0
Amount of Match: \$292,578.43 = 19.5%	PROJECT TOTAL: \$1,792,578.43 (grant plus match)
Start Date: 10/1/2023	End Date: 6/30/2026

GRANTEE CONTACT INFORMATION:

Name/Title: Jeff Bednar, P.E., Environmental Resources Manager
Organization: Office of the Macomb County Public Works Commissioner
Address: 21777 Dunham Road
City, State and ZIP: Clinton Township, MI 48036
Phone Number: 586-493-0685
Fax Number: N/A
Email Address: Jeff.Bednar@macombgov.org
SIGMA Vendor Number: CV0048039

STATE CONTACT INFORMATION:

Name/Title: Melissa Letosky, Coastal Waters Coordinator

Division: Coastal Management Program Unit, Water Resources Division

Address: P.O. Box 30458

City, State and ZIP: Lansing, Michigan 48909-7958

Phone Number: 517-416-7001

Fax Number: 517-241-9003

Email Address: LetoskyM@Michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature	Candice S. Miller Public Works Commissioner	Date
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FOR THE STATE:

Signature	Teresa Seidel, Director Water Resources Division	Date
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I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the start date until the end date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the start date and the end date specified on page 1. Expenditures made by the Grantee prior to the start date or after the end date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement other than budget line item revisions less than 10 percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without prior approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
October 1 – December 31	January 31
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	To be determined*

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee.

If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1 of this Agreement. All required supporting documentation (invoices, proof of payment, etc.) for all expenses must be itemized and included with the report submitted by the respective Grantee Contact specifying the amount of reimbursement being requested for the respective reporting period.

(B) The Grantee shall provide the final grant quarter report in a format prescribed by the State and specified in Appendix A. The Grantee shall submit the final quarter report, including all supporting documentation for expenses within 30 days from the end date of this Agreement.

(C) The Grantee must provide all work products and deliverables in accordance with Appendix A.

(D) All work products shall acknowledge that the grant was supported in whole or in part by the State per the guidelines provided by the State.

(E) If 30 percent or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Agreement is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this Agreement.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of this Agreement.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this Agreement whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NONDISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*; and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with Title 2 of the Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as appropriate, the Grantee shall comply with Title 18 of the United States Code (U.S.C.), Section 1913, Lobbying with Appropriated Moneys, commonly known as the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, Lobbyists, Lobbying Agents, and Lobbying Activities, 1978 PA 472, as amended, specifically MCL 4.415(2), which states "Lobbying means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment and suspension list at www.SAM.gov to verify that its agents and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR, Part 1185, Governmentwide Debarment and Suspension (Nonprocurement); violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the start date or after the end date of this Agreement are not allowed under this Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.

(F) An amount equal to 15 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A of this Agreement.

(G) The Grantee is committed to the match percentage on page 1 of this Agreement in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the end date on page 1 of this Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by state law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days' written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State, and the State will no longer be liable to pay the Grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days' written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of this Agreement, the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a. through d., above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract.
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification, destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
- c. Convicted under state or federal antitrust statutes.
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state suspension and debarment list.

(B) If the grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN ECONOMIC SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business and that its contractors are not Iran linked businesses, as defined in the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.312.

XXIII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under this Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a court order, subpoena, or Freedom of Information Act, 1976 PA 442, as amended, request.

XXIV. PREVAILING WAGE

This project is subject to the Davis-Bacon Act of 1931, as amended, 40 U.S.C., Section 276a, *et seq.*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or works.

XXV. PROGRAM GENERAL PROVISIONS

(A) Extensions. In accordance with Section III, Changes, of this Agreement, the Grantee shall submit to the State for review and approval written change requests no less than 90 days prior to the end date of this Agreement. The Grantee shall provide justification for the extension and the requested new end date of the Agreement.

(B) The Grantee shall ensure that any field work conducted for this project, including construction activities; surveys; or educational, training, or volunteer programs or activities, will be conducted in accordance with appropriate, federal, state, and local laws and will follow recognized best practices and take the necessary steps to minimize the risk of spreading terrestrial and aquatic invasive species and minimize the impact to the human environment during this project. The Grantee's selection of project-appropriate measures is required to take into consideration the type of work being conducted and the specific site situation, including the changes in risk level according to season and weather.

(C) All work products must include the State's logo and have acknowledgement to the financial assistance provided by the State High Water Infrastructure Grant Program, authorized under Section 1006 of Public Act 87 of 2021.

(D) For construction projects, the Grantee agrees that any construction project will be properly and efficiently administered, operated, and maintained for the purpose authorized by this Agreement and in accordance with the provisions of the award for its estimated useful life.

(E) The Grantee is responsible for safety in the project, including the safety of project personnel, associates, visitors, and volunteers.

(F) For construction projects, the Grantee shall acquire all federal, state, and local required permits prior to any earth movement can commence on any aspects of the construction project.

(G) For projects installing signs, signage must include grant acknowledgment that the project is being funded under the State High Water Infrastructure Grant Program from the State as authorized under Section 1006 of Public Act 87 of 2021.

(H) The Grantee shall submit quarterly progress and financial reports as specified in Section XVIII, Compensation, of this Agreement and reimbursements shall be based on costs-incurred and paid by the end date of the respective reporting period. The Grantee shall provide the following to the State when submitting quarterly reports:

- (1) A written request submitted by the Grantee Contact to the State Contact by means of an email, cover letter, or invoice for the respective reporting period.
- (2) Corresponding narrative quarterly progress and financial status report as provided by the State.
- (3) PDF copies of supporting documentation that correspond to the reimbursement request and match earned for the respective reporting period.
- (4) Proof of Payment. The Grantee must provide proof of payment for expenses incurred and paid upon request by the State.

(l) The Grantee shall submit to the State the final quarter report no later than 30 days past the end date of this Agreement. The final quarter report shall include:

- (1) A written request submitted by the Grantee Contact to the State Contact by means of an email, cover letter, or invoice for the respective reporting period, including a statement of final close-out of all tasks, completion, and submittal of work products as outlined in Appendix A and the final reimbursement request.
- (2) A Final Project Narrative as provided by the State.
- (3) Corresponding narrative progress and financial status report as provided by the State.
- (4) PDF copies of supporting documentation that correspond to the final reimbursement request and match earned for the grant close-out.
- (5) If the project involved construction, submit a set of high-quality color photographs depicting the before and after project construction, including photograph of signage, as appropriate.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

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This form and its contents are subject to the Freedom of Information Act and may be released to the public.

Appendix A: Project Specifications

Section 1 - Project Description

To address flood management and improve bank stability, the Macomb County Public Works Office (MCPWO) will design and construct a project utilizing nature-based solutions and green storm water infrastructure in the Clinton River Spillway. The project will build off previous habitat improvements funded through the Great Lakes Restoration Initiative. The project efforts will focus on climate resiliency and provide sustainable flood management while enhancing the nearshore ecosystem in an area that has been significantly altered by human activities. It is anticipated that this project will stabilize approximately 2,000 feet of shoreline bank, create approximately 2 acres of wetland, and provide updated flood management approaches.

The MCPWO will update the existing 2011 Clinton River Spillway “Basis of Design” report based on climate trends and data to inform remaining restoration phases and field investigations. The report will take into consideration the recent trends in precipitation patterns, as well as the fluctuations in lake levels within Lake St. Clair. After the “Basis of Design” report is updated, the MCPWO will complete the project designs for the remaining project phases utilizing nature-based solutions with a focus on providing floodplain storage, shoreline stabilization, and wetland creation. The MCPWO will apply for and acquire all required permits, including the Michigan Department of Environment, Great Lakes, and Energy/U.S. Army Corps of Engineers Joint Permit Application. The plans will then be publicly advertised and bid, and a qualified contractor will be selected and presented to the Drain Board for approval for the construction of the project. Construction will begin after the MCPWO holds a preconstruction meeting with the selected contractor to review the design plans and permit specifications.

The outcome of the grant will be an updated Clinton River Spillway “Basis of Design” report, completed project designs for all remaining project phases, and a fully constructed project.

Section II - Project Tasks and Schedule

Tasks	Year										
	2023	2024				2025				2026	
	Quarter										
	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sept	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sept	Oct-Dec	Jan-Mar	Apr-Jun
1. Conduct Field Work.	X	X									
2. Update the existing "Basis of Design" Report.		X	X	X							
3. Develop Project Design Drawings.			X	X	X						
4. Apply for and obtain all required permits.					X	X	X				
5. Complete bidding process and award project contract.						X	X				
6. Construct project in accordance with design plans and permit specifications.							X	X	X	X	X
7. Design and install educational signage for project.										X	X
8. Submit Quarterly Reports and final work products to the State Contact.	X	X	X	X	X	X	X	X	X	X	X

Section III - Project Budget

See attached Project Budget Form



**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION
STATE HIGH WATER INFRASTRUCTURE GRANT PROGRAM
PROJECT BUDGET**

Organization Name: Macomb County Public Works Commissioner's Office
Project Name: Clinton River Spillway Climate Resiliency
Project Number: 2023-SHWI-005

Staffing

Name and Title of Staff	Hours	Rate	Grant Amount	Local Match Amount	Total
Jeff Bednar - Env Manager	225.00	\$ 64.50	\$ -	\$ 14,512.50	\$ 14,512.50
Danielle Devlin - Env Specialist	225.00	\$ 36.41	\$ -	\$ 8,192.25	\$ 8,192.25
Scott Isenberg - Engineer II	200.00	\$ 53.30	\$ -	\$ 10,660.00	\$ 10,660.00
Vince Astorino - WW Manager	100.00	\$ 64.50	\$ -	\$ 6,450.00	\$ 6,450.00
Boyd Getz - Environmental Specialist	175.00	\$ 31.23	\$ -	\$ 5,465.25	\$ 5,465.25
Paul Fisetto - Construction Inspector	500.00	\$ 33.10	\$ -	\$ 16,550.00	\$ 16,550.00
Steve Wagner - WW Engineer II	100.00	\$ 53.30	\$ -	\$ 5,330.00	\$ 5,330.00
Joel Schmitt - SCADA Specialist	80.00	\$ 40.05	\$ -	\$ 3,204.00	\$ 3,204.00
Wes Jonik - Engineer I	80.00	\$ 44.05	\$ -	\$ 3,524.00	\$ 3,524.00
Tom Stockel - Construction Manager	180.00	\$ 48.97	\$ -	\$ 8,814.60	\$ 8,814.60
Staffing Subtotal			\$ -	\$ 82,702.60	\$ 82,702.60

Fringe Benefits

Fringe	Rate	Grant Amount	Local Match Amount	Total
Jeff Bednar - Env Manager	35%	\$ -	\$ 5,069.22	\$ 5,069.22
Danielle Devlin - Env Specialist	40%	\$ -	\$ 3,276.90	\$ 3,276.90
Scott Isenberg - Engineer II	36%	\$ -	\$ 3,870.65	\$ 3,870.65
Vince Astorino - WW Manager	40%	\$ -	\$ 2,580.00	\$ 2,580.00
Boyd Getz - Environmental Specialist	40%	\$ -	\$ 2,186.10	\$ 2,186.10
Paul Fisetto - Construction Inspector	28%	\$ -	\$ 4,634.00	\$ 4,634.00
Steve Wagner - WW Engineer II	38%	\$ -	\$ 2,041.92	\$ 2,041.92
Joel Schmitt - SCADA Specialist	40%	\$ -	\$ 1,281.60	\$ 1,281.60
Wes Jonik - Engineer I	40%	\$ -	\$ 1,409.60	\$ 1,409.60
Tom Stockel - Construction Manager	40%	\$ -	\$ 3,525.84	\$ 3,525.84
Fringe Benefits Subtotal		\$ -	\$ 29,875.83	\$ 29,875.83
Staffing and Fringe Benefits Subtotal		\$ -	\$ 112,578.43	\$ 112,578.43

Contractual Services

Name of Contractor	Hours or Units	Rate or Total	Grant Amount	Local Match Amount	Total
HRC	1.00	\$ 140,000.00	\$ 125,000.00	\$ 15,000.00	\$ 140,000.00
Drummond Carpenter	1.00	\$ 140,000.00	\$ 125,000.00	\$ 15,000.00	\$ 140,000.00
TBD Contractors	1.00	\$ 1,400,000.00	\$ 1,250,000.00	\$ 150,000.00	\$ 1,400,000.00
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Contractual Services Subtotal			\$ 1,500,000.00	\$ 180,000.00	\$ 1,680,000.00

Supplies and Materials

Itemized Supplies and Materials	Quantity	Cost	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Supplies and Materials Subtotal			\$ -	\$ -	\$ -

Equipment (Any Item Over \$5,000)					
Itemized Equipment	Quantity	Cost	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Equipment Subtotal			\$ -	\$ -	\$ -
Travel					
Mileage	Miles	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
Lodging	Nights	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
Meals	Quantity	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
Other Travel (Tolls, Parking, Etc.)	Quantity	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Travel Subtotal			\$ -	\$ -	\$ -
Other					
Description	Quantity	Cost	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Other Subtotal			\$ -	\$ -	\$ -
Project Subtotal					
			Grant Amount	Local Match Amount	Total
Project Subtotal			\$ 1,500,000.00	\$ 292,578.43	\$ 1,792,578.43
Indirect					
Indirect Approach	No Indirect Expenses Requested				
Rate	0.00%				
Indirect Subtotal			\$ -	\$ -	\$ -
What expense categories are included in the indirect calculation (e.g. salary and fringe, travel)?					
Grant and Match Budget					
Grant and Match Total			\$ 1,500,000.00	\$ 292,578.43	\$ 1,792,578.43
Project Percentage Split				20%	
Sources of Match					
Organization		Dollar Value Committed			
		In Kind	Cash	Total	
Clinton River Inter-County Drainage Board		\$ -	\$ 180,000.00	\$ 180,000.00	
MCPWO Staff Time		\$ 112,578.43	\$ -	\$ 112,578.43	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
Subtotal		\$ 112,578.43	\$ 180,000.00	\$ 292,578.43	
Total Match Must Equal Local Match Amount in Budget Sheet Above				\$ 292,578.43	

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Michigan.gov/EGLE EQP9307 (Rev. 6/23)



Candice S. Miller

Public Works Commissioner
Macomb County

To: Clinton River Spillway Drain Drainage District Board Members

CC: File

From: Vincent Astorino, Operations Director

Date: July 20, 2023

Subject: Clinton River Spillway Weir SCADA Integration Recommendation

In 1949, the United States Army Corps of Engineers (USACE) constructed the Clinton River Spillway to alleviate flooding concerns within the Clinton River Watershed. At that time a fixed-crest weir was installed near the mouth of the newly created cutoff channel. This fixed weir was supposed to keep all of flow within the natural river during low flow conditions; however, 78% of the low flow went down the Spillway channel. As a result, water quality was impacted downstream of the weir, fishery runs became concentrated in the Spillway, lack of flow created issues at the Mt. Clemens wastewater treatment plant discharge, and sedimentation increased. In 1997, the existing weir was replaced with an adjustable inflatable crest plate weir to better address the base flow needs of the Clinton River.

Since 2015, the adjustable weir, has been maintained but not in everyday operational use. It is unknown how often it was operated before that point. To start operating the weir, integrated controls will need be installed in order to properly maintain flows through the two branches. MCPWO proposes to leverage its current state-of-the-art Supervisory Control and Data Acquisition (SCADA) system to bring in remote viewing and operational controls to the weir. To accomplish this, a Programmable Logic Controller (PLC), automated valves, level sensors, and cameras will be installed to allow visibility remotely. An operational program will need to be developed and as a starting point, the USACE base program can be used to program into the PLC to control the site automatically. Operators stationed at the 24/7 Chapaton Pump Station will also have visibility to the weir and its controls and will be able to manually interject and modify the operation at any time.

Memo

TO: Vincent Astorino – Macomb County Public Works Office

FROM: Gamal Elsayed, PhD, PE, P.Eng., PMP

DATE: July 26, 2023 **PROJECT NO.:** 230037

SUBJECT: Clinton River Spillway Weir Structure
Condition Assessment

Fishbeck is pleased to submit this memo summarizing the findings of the condition assessment of the Clinton River Spillway Weir Structure and provides recommendations regarding the weir operation.

Background

The Clinton River Spillway was commissioned by the U.S. Army Corps of Engineers (USACE) in 1949 to alleviate flooding potential of several communities along the Clinton River Watershed. As part of the Spillway Flood Control Project, the Clinton River Watershed Council installed a weir to regulate flows over 600 cubic feet per second into the spillway. The original weir was commissioned and completed in 1954. Proposals to modify the weir to an inflatable-type control structure were assessed by various studies from 1967 to 1991. The modifications were completed, and the modified weir was commissioned in 1997.

Per our discussions, we understand the Macomb County Public Works Office (MCPWO) never fully operated the weir due to various reasons. We also understand MCPWO wishes to utilize the weir to control flow to maintain certain water levels upstream during various flow conditions.

Summary of Assessment

The condition assessment of the structure was completed on July 19, 2023. Fishbeck personnel conducted a walkthrough with visual assessment of the abutments on either end of the weir, as well as a visual inspection of the weir during its operation. All pertinent photographs taken during the assessment are presented in Attachment 1.

The east abutment is comprised of an L-shaped concrete structure consisting of a retaining wall and a wing wall. The walls had a trapezoidal cross-section, and the top width of the walls was measured to be 15 inches and 16.5 inches for the retaining and wing walls, respectively. Both walls have full height, smooth-dowel control joints located 13 feet from the south face and 20 feet from the east face, for the retaining wall and wing wall, respectively. Typical vertical full height, full width, shrinkage cracks were observed on all concrete elements of the east abutment. Fishbeck also observed some minor map cracking and efflorescence on the exterior corner of the abutment. The concrete accessible by foot was inspected for soundness and all surfaces inspected were found to be sound. Sounding was also performed along the cracked height of the concrete, and no delamination was noted on any of the surfaces. Some spalls were observed on the southwest and the northwest exterior corners of the wing walls. The spalls were shallow, and no steel was exposed.

The west abutment utilizes L-shaped concrete walls, with top width thicknesses and location of joints nearly identical to the east abutment. The deterioration observed was also comparable to its eastern counterpart. Two vertical full shrinkage cracks were observed on the wing wall and the retaining wall. The west abutment had relatively more map cracking on the exterior and interior faces of the walls. Concrete was sound around the cracks and no delamination was noted. Minor concrete shallow spalls were noted on the first 7 feet of the retaining wall, as measured from the west face of the wall, with no steel reinforcement exposed.

The weir structure is comprised of individual side-by-side stacked steel diaphragm plates separated by a gap and rubber membrane gasket. The gap serves as a control joint for expansion/contraction of the plates, and the gasket is bolted to the upstream face of the plates using stock plates and bolts/nuts. Flow control is achieved by raising the weir plates from a fully horizontal position, to an approximately 70% vertical position, through a quarter-circular arc travel pattern. The force required to move the plates is attained pneumatically, utilizing a system of pipes, bleeder valves, and underwater pontoon style tanks. The system is said to be rated for a maximum pressure of 6 pounds per square inch, at which state, the system is said to be in a fully inflated position and the weir plates are vertical. Bolted to the back side of each diaphragm plate are thick rubber or neoprene straps. The straps are used to restrain the gate panels from flipping upstream of the clamp bar when the gate system is fully raised and the water elevation is less than full pond depth.

The diaphragm plates were examined from a boat in the fully inflated position. No corrosion or section loss was observed on any of the plates or the connecting elements. The eleventh rubber strap bolted to the sixth plate (as measured from the east abutment face) was found to be detached and broken from the bottom where the strap terminates to the underwater tanks. Fishbeck noted a fishing string hooked to the strap, indicating this may be a result of fishing activities around the weir structure. The strap is still connected to the back side of the plate. Except for a minor leak at the interface with the east abutment, the structure had no leaks along its entire length that could be seen, and all rubber gaskets were observed to be in good condition.

Overall, we observed the structure and all of its elements to be in a fairly good condition. At the conclusion of our visual assessment, the weir was raised to various inflated positions, namely: 100%, 75%, 50%, and fully deflated. The system appears to be working without deficiencies, and no water leaks were observed.

Recommendations

In light of our inspection, and based on the discussions we had with MCPWO regarding their operational plan of the weir, Fishbeck offers the following recommendations:

1. Replace the broken strap in-kind on the back side of the sixth gate panel. Instructions on the replacement of the restraining straps can be found in Section 7.1.3 of the O&M Manual.
2. Install “No Fishing” signs prohibiting fishing around the weir structure area. This is especially important for portions of the weir that are accessible by foot (west abutment accessible by foot from trail to the west of the river).
3. Upgrade the control room to allow for remote operation and monitoring of the weir. Operate the gate at different pressures for longer periods and monitor pressure drops and gate position changes.
4. With increased use of the weir, we recommend performing a biennial scour inspection of the abutment footings.

If you have any questions or require additional information, please contact Gamal M. Elsayed at 248.324.0929 or gelsayed@fishbeck.com.

Attachments
By email

Attachment 1



1. Nomenclature and direction used throughout memo



2. General view of the river upstream (looking north)



3. General view of the river downstream (looking south)



4. Elevation of the east abutment (looking west)



5. Vertical shrinkage cracking observed on exterior face of east abutment retaining wall (looking south)



6. Vertical shrinkage crack observed on interior east abutment wing wall (looking west)



7. Vertical shrinkage crack observed on exterior face of east abutment wing wall (same crack as Photo 5; looking north)



8. Map cracking and efflorescence with a shallow corner spall observed on the exterior face of east abutment wing wall (looking east)



9. Elevation of the wing wall of the west abutment (looking east)



10. Minor map cracking and efflorescence observed on exterior corner of west abutment wing wall (looking west)



11. Vertical shrinkage crack observed on west retaining wall (looking north)



12. Minor spalls observed on the exterior face of the west retaining wall (looking south)



13. Vertical shrinkage crack observed on the interior face of west abutment wing wall (looking east)



14. Minor map cracking and efflorescence observed on exterior face of west abutment retaining wall (looking south)



15. Minor map cracking and efflorescence observed on interior face of west abutment corner (looking north)



16. Elevation of the back side of the fully inflated weir plates (looking north)



17. Termination of the weir diaphragm plate at the east wing wall showing a minor leak (looking east)



18. Rubber gasket between two plates (looking down)



19. Uneven opening and plate bowing observed at some locations



20. Eleventh restraining strap cut (looking down)



21. Elevation of weir in 100% inflated condition (looking south)



22. Elevation of weir in 50% inflated condition (looking south)



23. Elevation of weir in 25% inflated condition (looking south)



24. Elevation of weir in fully deflated condition (looking south).

HARPER LOT

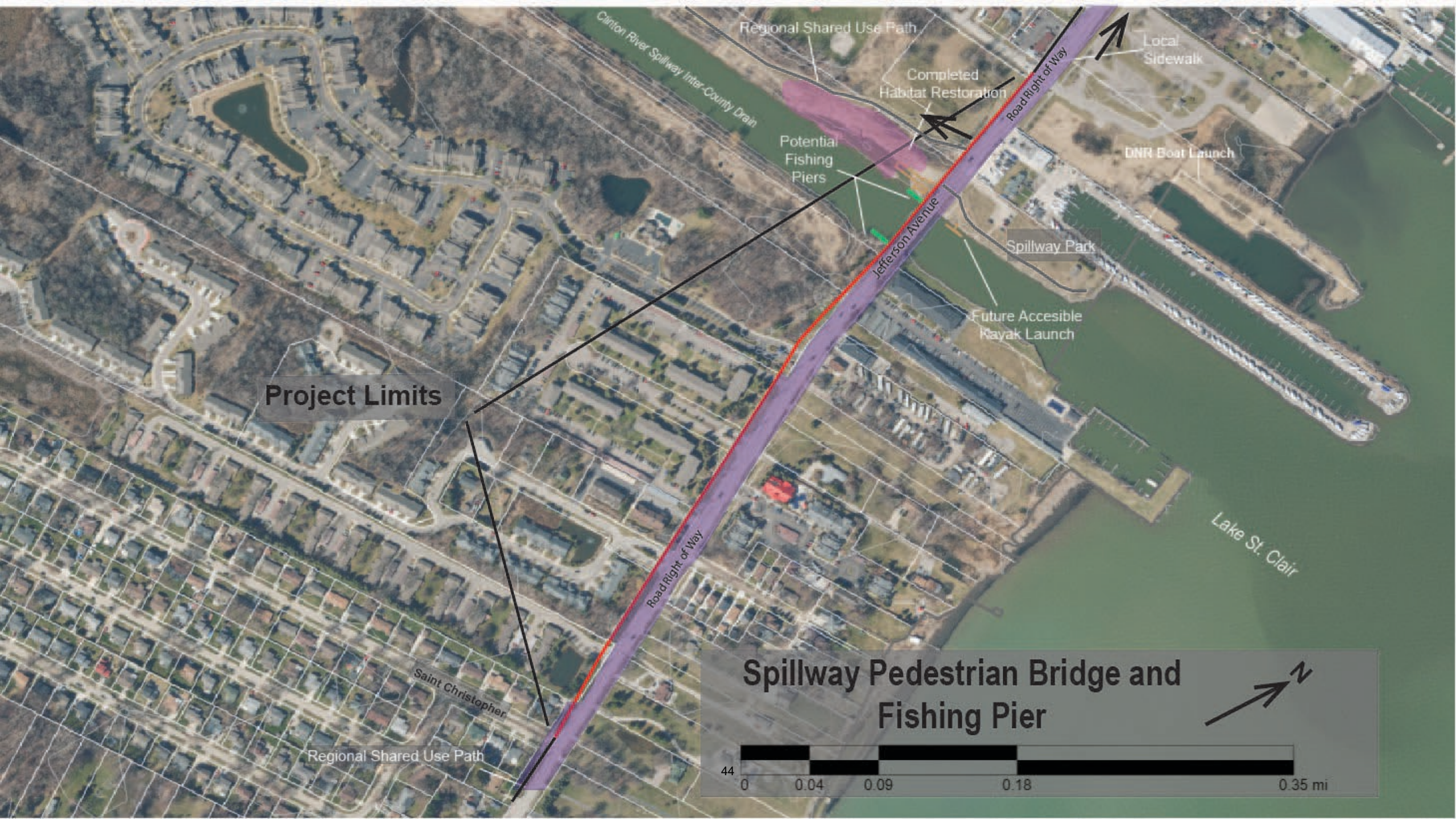


HARPER LOT



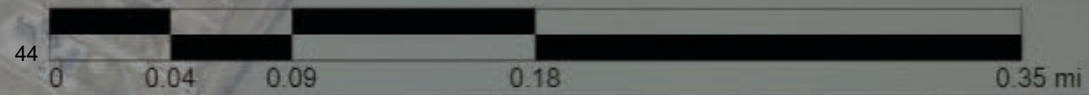
FISHING PIER





Project Limits

Spillway Pedestrian Bridge and Fishing Pier



Clinton River Spillway Inter-County Drain

Regional Shared Use Path

Completed Habitat Restoration

Local Sidewalk

DNR Boat Launch

Potential Fishing Piers

Spillway Park

Future Accessible Kayak Launch

Jefferson Avenue

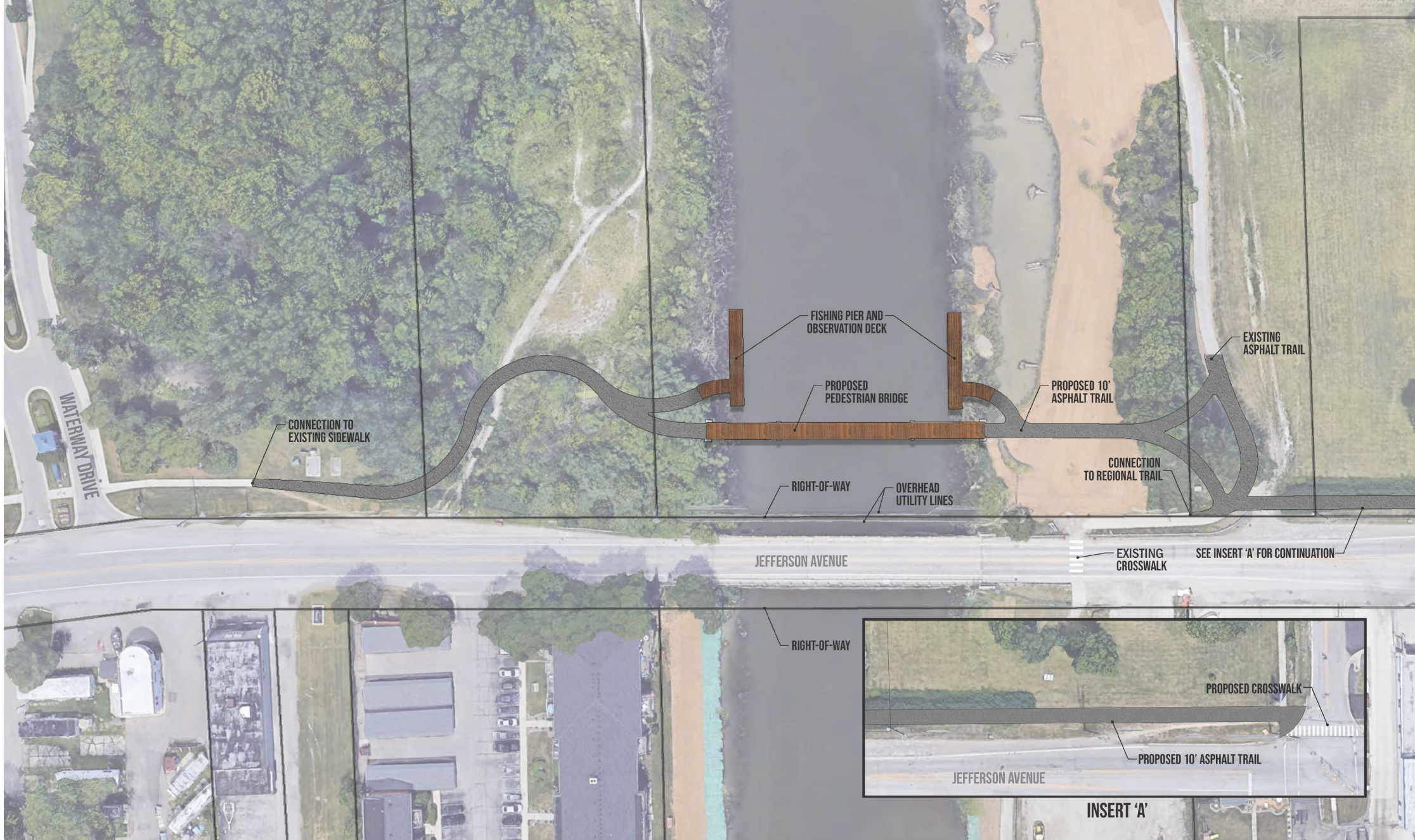
Road Right of Way

Lake St. Clair

Saint Christopher

Regional Shared Use Path

44



Project Budget:

Engineering & Design: \$645,000
Sidewalk Conversion: \$245,797.51
Bridge and Shared Use Path: \$2,284,566
Fishing Piers/Observation Decks: \$265,564.75
Total Project Cost: \$3,450,033.91

Breakdown by Agency:

Ralph C. Wilson Foundation: \$1,042,569.15 (30.22%)
TAP: \$1,599,196.00 (46.35%)
Macomb County: \$300,000 (8.07%)
Harrison Township: \$508,268.76 (14.73%)

Project Timeline:

February – March 2023:

Application submitted to TAP

June – July 2023:

Award Notice from TAP

Application submitted to Ralph C Wilson

Fall 2023 – Spring 2024:

Certify Matching Funds

Final Design & Engineering

Complete

Submit Grade Inspection Package to MDOT

Spring 2024 – Fall 2024:

MDOT Reviews Submission (6-9 month process)

Fall 2024:

Construction Advertisement

Construction Letting

Spring – Summer 2025:

Project Construction

Just add water

Master plan to take Clinton River Spillway project to the next level

By Jane Peterson

The gateway to the Great Lakes.

For many, this is what the Clinton River Spillway represents. It was constructed in the 1950s to help alleviate flooding in Clinton Township, Mount Clemens and Harrison Township. However, home to a variety of wildlife and recreational opportunities, in recent years, the waterway has played an increased role in these communities.

This has prompted local leaders to come together and create a vision for the 2.5 mile Clinton River Spillway and the 230 acres of public property that sits along the prominent waterway in eastern Macomb County.

Funded through a grant from the Southeast Michigan Council of Governments (SEMCOG), the Macomb County Planning and Economic Development team was tasked with coordinating the vision planning, which involved ensuring that the original goal to control flooding remain intact while looking at future ways to increase public use, improve water quality and encourage wildlife habitats. The vision plan was released last winter, but the work is just beginning.

“This vision will assist in creating regional plans with multiple municipalities that will benefit the community as a whole,” said Gerard Santoro, program director for parks and natural resources at Macomb County Planning and Economic Development Department (MCPED). “It’s an interesting opportunity to create a more defined plan for the future.”

Macomb County Public Works Commissioner Candice Miller agreed that this is a pinnacle moment for the Clinton River Spillway.

“It’s an interesting ecosystem in the middle of a very urban area,” she said. “While we want to increase public usage, we need to be careful not to overdo it. It’s a delicate balancing act and first we must maintain the integrity of the spillway.”

A LOOK BACK

Before the Clinton River Spillway was constructed, anytime there was a heavy rain event, the banks of the Clinton River would spill over into Clinton Township, Mount Clemens and Harrison Township, causing catastrophic damage to homes and businesses and hampering future growth within these communities. The U.S. Army Corp of Engineers constructed the 15- to 30-foot-deep channel from approximately Gratiot Avenue to Lake St. Clair, including a control weir at the upstream end to ensure low-water flow in the natural river channel. The





Dubbed an engineering marvel, the Clinton River Spillway brilliantly served its purpose for decades, effectively controlling floodwaters while encouraging natural habitat and passive recreation.

PHOTO COURTESY OF
MACOMB COUNTY

spillway is managed by a joint Clinton River Spillway Drainage Board consisting of drain commissioners from all communities impacted by the spillway.

Dubbed an engineering marvel, the Clinton River Spillway brilliantly served its purpose for decades, effectively controlling floodwaters. However, some less-than-desirable actions also developed as invasive species thrived, erosion occurred and layers of sediment were deposited, preventing fish communities from flourishing.

HABITAT IMPROVEMENTS

Noting that the spillway and the areas surrounding it had so much more to offer residents, a multi-million dollar grant was secured from the National Oceanic and Atmospheric Administration (NOAA) and the Great Lakes Restoration Initiative (GLRI) for habitat improvements on the Clinton River Spillway in 2011. In 2014, NOAA and the Environmental Protection Agency (EPA) contributed another \$4 million towards the environmental efforts.

This federal funding restored the spillway in many ways. By reducing the angle of the banks, for example, more coastal marshland was created, said Santoro. This encouraged fish to spawn, provided areas for migrating birds to rest and attracted turtles to the waterway. Native plants replaced the invasive species and a fishing pier was built.

WHAT THE FUTURE HOLDS

Today, the Clinton River Spillway is utilized by residents in many different ways. A paved trail is perfect for bicyclists, hikers and dog walkers. The fishing pier hosts anglers from across Macomb County in search of fresh perch, walleye, bass and catfish. Kayakers are a common sight along the waterway.

Using the vision plan as a guide, local communities are exploring the amenities they want to offer along the spillway.

“A lot of different ideas have been brought forth,” said Santoro.

Some of these ideas include a nature center, nature trails, swing bridges, a tridge, farmers market, amphitheater and more.

Clinton Township is considering trail refurbishment while Harrison Township officials are looking at installing a pedestrian bridge and repaving the bike trail.

Miller would like to see some more educational uses, saying that schoolchildren could visit to do some water sampling and learn about environmental issues.

“I see this as an opportunity for an outdoor classroom experience among nature,” she said. **M**



Home to a variety of wildlife and recreational opportunities, in recent years the waterway has played an increased role in neighboring communities.

PHOTOS COURTESY OF MACOMB COUNTY

CONNECT

AND THE SURVEY SAYS ...

In 2022, residents were asked how they currently use the Clinton River Spillway and what they would like to see along its greenways in the future.

It was revealed that most visit the property for walking, biking, bird watching and fishing as well as dog walking and kayaking.

As for what they want to see included in future plans? The Top 5 items were:

- Restrooms
- Walking and running paths
- Scenic views
- Kayak/canoe rentals
- Habitat restoration

Other activities mentioned were disc golf, tables/benches, drinking fountains, pickleball courts, more natural areas, boat access and a home for the Harrison Township Library.





Brian Baker <brian.baker@macombgov.org>

Macomb Co. Inter-County Drains - 2023 Renewal Proposal

1 message

Stephen Saph Jr <stephenjr@nickelsaph.com>

Wed, Jun 7, 2023 at 4:27 PM

To: "bruce.manning@macombgov.org" <bruce.manning@macombgov.org>, Denise Harwood <denise.harwood@macombgov.org>, Brian Baker <brian.baker@macombgov.org>

Cc: Risk Management <risk.management@macombgov.org>, Michelle Amato <michelle@nickelsaph.com>

Attached, please find the annual renewal documents.

I'm pleased that the renewal pricing reflects an increase that is less than last year's increase.

Last year, the premium increased \$5,272 or 6.71%.

This year, we're up \$4,377 or 5.22%.

The casualty and professional liability markets are beginning to stabilize.

The property and auto physical damage markets (not quoted here) are still problematic due to ongoing inflationary pressures on material and labor.

After reviewing, if questions, just call. Thanks.

Stephen R. Saph Jr., LIC

Nickel & Saph, Inc. Insurance Agency

586-463-4573

586-463-3135 - FAX

586-747-9315 - CELL

stephenjr@nickelsaph.com



3 attachments



NICKEL & SAPH, INC.

INSURANCE SINCE 1929

MAILING ADDRESS:

P.O. BOX 46907
MT. CLEMENS, MI 48046-6907

OFFICE ADDRESS:

44 MACOMB PLACE
MT. CLEMENS, MI 48043
(586) 463-4573 • (810) 765-8887
1-800-657-7373 • FAX: (586) 463-3135
www.nickelsaph.com

June 7, 2023

Mr. Brian Baker
Macomb County Public Works
21777 Dunham Road
Clinton Twp., MI 48036

Re: Macomb County Inter-County Drains Drainage Districts

Dear Mr. Baker:

Enclosed, please find our renewal offering for the casualty insurance coverages for the independent inter-county drainage districts that have been formed through the years for the construction, operation, and maintenance of some storm and sanitary drains within Macomb County and beyond county boundaries. These districts are acknowledged as distinct, independent entities. As distinct entities, the districts are not part of any budgeted Macomb County unit of government and therefore not insured under insurance policies secured by the County. This proposal excludes the Oakland Macomb Interceptor.

Of the various insurance coverages discussed, this correspondence will address General Liability and Public Officials' Liability coverages. This correspondence contains:

- I. Responding Insurance Carrier Renewal Proposal
- II. Copy of Argonaut's detailed proposal

Please review this information and contact our offices with any questions or concerns. Thank you.

Sincerely,

Stephen R. Saph, Jr., LIC
Agent

cc: Macomb County Risk Management

Enclosures

All insurance policies contain exclusions and limitations either within the policy language or added to the policy by attachment of an endorsement. Not all exclusions or limitations are addressed in this proposal. Exclusions and limitations can be absolute or conditional based on the specific circumstances and allegations of a loss or claim. Policy language dictates coverage. Nickel & Saph, Inc. offers the coverage options available from the insurance carriers it is licensed to represent or from those with which it has a relationship; the agency makes no representations regarding coverages, exclusions, or limitations in policies from any carriers not represented by the agency nor does the agency make representations regarding the availability of coverage to cover any specific risk of loss in the broader insurance marketplace.

I. Responding Insurance Carrier Proposal

Trident Public Risk Solutions presenting **Argonaut Insurance Company**

Rating – **A- XII** and Admitted

General Liability and Non-Owned Automobile Liability afforded on an Occurrence basis and Public Officials’ Liability afforded on a Claims Made basis (a June 28, 2021 prior acts/Retroactive Date applies to covered claims).

All lines of coverages are subject to per claim deductibles. The deductibles are applicable to both defense costs and the payment of third-party damages.

Defense expenses are outside of the limits of liability afforded by the carrier (payment of defense expenses will not reduce the available limits of liability).

An aggregate does not apply to the primary (or underlying) Hired and Non-owned Automobile Liability coverage. The excess does not include the Automobile Liability coverage.

Exclusions include but are not limited to the following: Employment Practices Liability, Pollution, Non-Monetary Relief, and Debt Financing. Please refer to policy forms for terms, conditions, definitions, and all applicable exclusions. Excludes the Oakland Macomb Interceptor.

Separate limits are afforded for each line of coverage (general liability, public officials’, and automobile liability). Payment of damages for one line of coverage will not impact or reduce the limits available and dedicated to the remaining lines of coverage.

Underlying Each Occurrence Limit –	\$1,000,000
Underlying Aggregate Limit –	\$2,000,000
Deductible per Claim -	\$100,000
Excess Occurrence -	\$10,000,000 (Total Occurrence - \$11,000,000)
Excess Annual Aggregate -	\$10,000,000 (Total Aggregate - \$12,000,000)
Annual Premium (excluding Terrorism) -	\$85,907
Additional Premium for Terrorism -	\$2,253
Total Annual Premium -	\$88,160

Expiring Annual premium was \$83,783. The renewal premium has increased \$4,377 or 5.22%. Current policy expiration date – June 28, 2023. Terrorism is an optional coverage that has been secured for the past three years. A decision whether to accept or reject Terrorism coverage must be made again this year.

Stephen R. Saph, Jr., LIC
Nickel & Saph, Inc. Insurance Agency
586-463-4573 (wk.)
586-747-9315 (cell)
stephenjr@nickelsaph.com
June 7, 2023

Macomb County Public Works
Liability Insurance - Renewal 6/28/2023
Chapter 21

EXPENSE COMPARISON					2023 PREMIUM BREAKDOWN		
DRAIN	(2020-21 Expenses)		(2021-22 Expenses)		(2020/21-2021/22 Average) - 2 Years		
	EXPENSES	PERCENT	EXPENSES	PERCENT	EXPENSES	PERCENT	COST
Bear Creek ¹	66,244	10.38%	239,272	14.31%	152,758	13.57%	11,966
Clinton River Spillway ²	82,360	12.90%	73,826	4.42%	78,093	6.94%	6,117
McCoy Relief	278	0.04%	167	0.01%	223	0.02%	17
Red Run ³	409,672	64.18%	1,345,520	80.47%	877,596	77.98%	68,746
Sharkey Relief ⁴	15,418	2.42%	12,528	0.75%	13,973	1.24%	1,095
Gibson(StHgt-Troy-Rochester) ⁵	57,900	9.07%	0	0.00%	28,950	0.00%	0 ⁷
Plumbrook	946	0.15%	673	0.04%	810	0.00%	0 ⁷
Richmond-Columbus	38	0.01%	23	0.00%	31	0.00%	0 ⁸
Crapeau Creek ⁶	5,425	0.85%	142	0.01%	2,783	0.25%	218
Totals	638,282	100.00%	1,672,152	100.00%	1,125,427	100.00%	88,160

\$ 88,160 Insurance Premium

PREMIUM COMPARISON BETWEEN YEARS					
DRAIN	2022 Premium		2023 Premium		Difference in Premium
	Based on 2 year average of 2019/20-2020/21		Based on 2 year average of 2020/21-2021/22		
Bear Creek	13.96%	11,698	13.57%	11,966	269
Clinton River Spillway	23.13%	19,380	6.94%	6,117	(13,263)
McCoy Relief	0.13%	113	0.02%	17	(96)
Red Run	57.15%	47,881	77.98%	68,746	20,865
Sharkey Relief	4.98%	4,175	1.24%	1,095	(3,080)
Plumbrook	0.00%	0	0.00%	0	0
Richmond-Columbus	0.02%	15	0.00%	0	(15)
Crapeau Creek	0.62%	521	0.25%	218	(303)
Totals	100.00%	83,783	100.00%	88,160	

**New Insurance Premium
for 6/28/2023-6/27/2024 \$ 88,160**

CURRENT AVAILABLE FUNDS	
Bear Creek ⁹	301,390
Clinton River Spillway	347,902
McCoy Relief	274,414
Red Run	1,618,311
Sharkey Relief	599,213
Plumbrook	882
Richmond-Columbus	51,137
Crapeau Creek	9,196

¹ Bear Creek is increased due to an Emergency Repair-Phase 1.
² Clinton River expenses are lower due to Emergency Repair Sinkhole the previous year.
³ Red Run expenses are significantly higher this year, per Oakland County, due to a Freedom Hill Bank Stabilization Project.
⁴ Sharkey expenses lower due to Storm GIS Assistance Project in the previous year.
⁵ Gibson expenses are decreased due to 21/22 Intercounty Study.
⁶ Crapeau Creek's expenses have decreased due to 21/22 Ashley street project.
⁷ Plumbrook and Gibson has minimal cash, therefore their portion of the premium has been reallocated to the other drains.
⁸ Richmond Columbus portion on the premium was minimal so it has been reallocated to other drains.
⁹ \$700,000 of Bear Creek money is in reserve for future operation and maintenance per November 1998 Board Meeting.



Insurance Proposal
for

Macomb County Inter County Drains and Drainage
Districts, Michigan

EFFECTIVE DATE
06/28/2023 – 06/28/2024

Coverage Offered Through:



PRESENTED BY:



GENERAL LIABILITY

Occurrence

Standard Coverage	Limit
Bodily Injury/Property Damage	\$1,000,000
Personal Injury/Advertising Injury	\$1,000,000
Damages to Premises Rented to You	\$100,000
Employee Benefits (\$1,000 deductible applies)	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
GL Deductible Each Occurrence (Expenses included within retention)	\$100,000
Medical Payments	Excluded
Retroactive Date	N/A

Optional Coverages	Limit	Deductible
Unmanned Aircraft Under 25 Pounds – GL-230	\$25,000	\$100,000

PUBLIC OFFICIALS

Claims Made

Standard Coverage

	Limit
Per Wrongful Act	\$1,000,000
Annual Aggregate	\$2,000,000
Employment Related Wrongful Acts	Excluded
Deductible Each Wrongful Act (Expenses included within retention)	\$100,000
Retroactive Date	6/28/2021

Additional Coverages

	Limit	Deductible
Non-Monetary Defense Limit	\$10,000	\$100,000
Non-Monetary Defense Annual Aggregate	\$50,000	

AUTOMOBILE LIABILITY

Standard Coverage

	Limit	Symbol
Liability Limit (CSL)	\$1,000,000	8,9
Deductible	\$100,000 Per Accident	
Uninsured Motorist	N/A	
Underinsured Motorist	N/A	
PIP/No Fault	N/A	
Medical Payments	N/A Each Insured N/A Aggregate	
Hired & Non-Owned		HNO Only
Total Units Quoted		0

EXCESS LIABILITY

Standard Coverage

	Limit
Each Occurrence, Offense, Accident or Wrongful Act	\$10,000,000
Annual Aggregate	\$10,000,000

Underlying Insurance

General Liability	\$1,000,000
Public Officials Liability	\$1,000,000

The following is a price breakdown for this quotation:

Coverage	Subtotal	TRIA	Total Premium
General Liability	\$60,356	\$1,811	\$62,167
Public Officials Liability	\$10,722	N/A	\$10,722
Auto Liability	\$100	N/A	\$100
Excess Liability	\$14,729	\$442	\$15,171
Total	\$85,907	\$2,253	\$88,160

Risk Control Services Proposal For Macomb County Inter County Drains and Drainage Districts

The Breadon Group in partnership with Trident Public Risk Solutions' Risk Control division works to provide our customers with cost-effective, Risk-Management-driven solutions to minimize exposure to losses. Since our business focus is on the public sector, we have the unique background to work with our customers, bringing in a wealth of experience in risk control for public entities throughout the country.

Our staff has extensive expertise in providing Risk Control services to our public entity customers. In addition, we have also assembled a network of industry experts and partners to assist in the delivery of services and specialized consulting. Coordinated through our corporate offices, this broad-based team can deliver timely world-class Risk Control services that are targeted to achieve effective results.

Trident Risk Control Website

Trident Risk Control offers an easy-to-navigate, fully searchable website with an array of resources to assist you in your program development and implementation. Resources available on the site include:

- **White papers** on topics such as:
 - Law Enforcement Liability
 - Playground Safety
 - Self-Inspection Check Lists
 - Management Operational Guides
 - Catastrophe Planning
 - Many others
- **Important links** to web resources
- Information on our **FREE web-based training** classes, with over 200 courses available
- **Partner resources**
- **Ask-the-Risk -Manager** portal with 24-hour turnaround time for risk control questions
- **E-Newsletter** archive

Visit the website at <https://www.argolimited.com/pages/argo-group-home/our-brands/trident/risk-control>

Risk Control Services

Trident Risk Control also makes a wide variety of services available to you to assist in the development of your risk management program. The following services can be accessed by a request to your agent or through contacting us at: asktheriskmanager@tridentpublicrisk.com.

Risk Management Consultation

If you have risk management questions, Trident's Risk Control Group has the answers, tools, or resources that you need. Sending us a question through our [Ask-the-Risk Manager portal](#) on our website or emailing us directly at asktheriskmanager@tridentpublicrisk.com. Our **24-Hour pledge** to you is to provide you help within one business day – but it is usually a lot faster. We are here to help!

Risk Control e-Newsletters and Special Bulletins

Trident Risk Control produces monthly newsletters with topics of interest and timely special bulletins for the many diverse departments at your organization. Subscribe and pass on to others, or supply us with a list of employee emails and we'll add everyone on your list to the distribution.

Model Law Enforcement and Detention Center Policies and Procedures

Trident partners with world-class law enforcement consultant [OSS Law Enforcement Advisors](#) to provide free model policies for use by law enforcement and detention center representatives. When the Supreme Court provides new rulings that affect law enforcement and detention center operations, your policies will need to be altered to comply with the new rulings—and Trident can provide them.

Discounted Property Appraisals

Having correct property valuations is important to any risk management program to ensure that, if disaster strikes, a structure to be replaced is valued properly. We offer discounted property appraisals for the locations that you select through our partner, [HCA Asset Management](#). We will coordinate with HCA to ensure that the appraisal services are delivered in a timely manner.

Systems Optimization and Maintenance

Saving money, reducing maintenance, and reducing equipment risk factors are important considerations for any organization. Through our partner, [Hartford Steam Boiler](#), we make available a number of tools, including maintenance suggestions and optimization calculators, to your maintenance and engineering staff. The tools can be accessed through our Partner Resources Portal on our website.

Online Training

Sometimes it is difficult to locate the specialized training that you need for your organization's staff. Trident Risk Control Services has over [200 training courses](#) available online to help you meet that need. Our partner, LocalGovU, has worked with us to develop topics specifically for governmental entities.

GENERAL CONDITIONS

This proposal is based on information provided to The Breadon Group, LLC by the Agent.

The quotation in this proposal does not necessarily match the coverages or limits requested in the bid specifications and/or application. No warranty is made or implied with respect to the total compliance to bid specifications or applications.

Each individual policy contains the actual terms, conditions and exclusions. This proposal highlights certain features and benefits of the Trident program.

Acceptance or Rejection of Terrorism Insurance Coverage

	Accept - I hereby elect to purchase terrorism coverage.
	Reject - I hereby decline to purchase terrorism coverage.

Policyholder/Applicant's Signature

Print Name

Date

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

The prospective premium for certified acts of terrorism coverage is **\$2,253**.

Please tell your insurance agent or broker whether you accept or reject certified acts of terrorism coverage.

ADDITIONAL INFORMATION: REQUIRED AT BINDING

1. Signed TRIA Form

May 1, 2023

VIA ELECTRONIC MAIL

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

Re: Clinton River Spillway / Real Estate Research
Our File No. 1000-014

Dear Commissioner Miller:

Please allow this correspondence to serve as a status update with regard to the Clinton River Spillway Tracts in Harrison Township and the Charter Township of Clinton. I am pleased to report that we have successfully confirmed title to and corrected the assessors' records for all Spillway Tracts.

Our office worked with Micholle Israel of Macomb County Land File to identify the Spillway Tracts as modern parcels with current parcel identification numbers. We then worked with Debbie Kopp and Pete Barbieri of the Harrison Township Assessor's Office and Beth Schwartz of the Clinton Township Assessor's Office to correct their respective assessors' records to properly reflect the Drainage Board for the Clinton River Spillway Drain ("Drainage Board") as the proper owner of the Spillway Tracts.

Our office has confirmed that the Harrison Township and Clinton Township assessors' records have been updated on all relevant Spillway Tracts. In addition, the enclosed Quit Claim Deed recorded on December 20, 1952, in Liber 887, Page 22, Macomb County Records, and the enclosed Corrective Quit Claim Deed recorded on December 8, 2020, in Liber 27230, Page 503, Macomb County Records, clearly establish title in the name of the Drainage Board.

Thank you for your attention to this matter. Please do not hesitate to contact our office with any questions or concerns.

Sincerely,



Jeffrey M. Candela

JMC/alf
Enclosures

<u>Funding Source</u>	<u>Apportionment</u>	<u>Manager</u>	<u>Vendor</u>	<u>Amount</u>	<u>Invoice Detail</u>	<u>Project Summary</u>	<u>Project Balance</u>
Clinton River Spillway	Chapter 21	Baker	Aloia & Associates	\$ 1,634.00	Invoice #27477 - 11.1.22	Parcel Reviews	
		Baker	Aloia & Associates, P.C.	\$ 1,083.00	Invoice #27234 - 10.01.22	Parcel Ownership Review	
		Bednar	County of Macomb	\$ 1,352.50	Invoice #633 - 03.15.23	Master Plan Grant Match	
		Acciavatti	Cross Brothers Excavating	\$ 1,085.00	Invoice #6416 - 12.15.22	Drain Cleanout - Remove Trees/Debris from Weir	
		Acciavatti	Cross Brothers Excavating	\$ 502.50	Invoice #6529 - 05.16.23	Remove Debris	
		Acciavatti	Cross Brother Excavating	\$ 660.00	Invoice #6613 - 07.12.23	Remove Pine Trees - Harper	
		Astorino	Fishbeck	\$ 886.00	Invoice #425307 - 07.12.23	As Needed - Weir Inspection	
		Astorino	Fishbeck	\$ 5,070.00	Invoice #426310 - 08.10.23	Weir Evaluation - Final	
		Manning	Macomb County Treasurer	\$ 877.80	Invoice #22-397 - 11.29.22	2022 Personnel Reimbursement Maintenance	
		Downing	Marino's Landscape	\$ 840.00	Invoice #21205 - 10.31.22	Lawn Care October 2022	
		Downing	Marino's Landscape	\$ 840.00	Invoice #22324 - 05.31.23	Lawn Care May 2023	
		Downing	Marino's Landscape	\$ 840.00	Invoice #22912 - 06.30.23	Lawn Care - June 2023	
		Downing	Marino's Landscape	\$ 840.00	Invoice #23416 - 07.31.23	Lawn Care July 2023	
		Manning	Nickel & Saph, Inc.	\$ 1,592.09	Invoice #22718 - 06.16.23	Insurance Renewal - 06.28.23 - 09.30.23	
		Manning	Nickel & Saph, Inc.	\$ 4,524.91	Invoice #22718P - 06.16.23	Insurance Renewal - 10.01.23 - 06.27.24	
		Bednar	Six Rivers Land Conservancy	\$ 1,500.00	Invoice #1447 - 10.18.22	Phragmites Treatment - County Match Funds	
		Bednar	Stantec	\$ 1,073.53	Invoice #329580A - 04.01.22	Invasive Species Treatment - Grant	
		Stockel	Taylor Made Fence	\$ 2,685.00	Invoice #5495 - 12.12.22	Split Rail Fence - Berm	
		Stockel	Taylor Made Fence	\$ 2,200.00	Invoice #5499 - 12.20.22	Ballards - 16 1/2 Mile & Harper	
		Total			\$ 30,086.33		

YTD Trial Balance

Fund: Clinton River Spillway

As of Fiscal Period: Oct 1, 2022-Aug 31, 2023

	O&M Balance 9/30/2022	O&M	TOTAL 8/31/2023
Cash - Operating	347,902	(18,378)	329,524
Accounts Receivable			0
Assets			0
Liabilities			0
Revenues		6,393	6,393
Expenditures		24,771	24,771
Equity	347,902		329,524