

AGENDA

Red Run Intercounty Drain Drainage Board Macomb and Oakland Counties

December 15, 2021– 9:30 a.m.
Via GoToMeeting

1. Call meeting to order

Board Members:

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

2. Approval of the meeting agenda for December 15, 2021
3. Approval of Drainage District Board Meeting Minutes from November 17, 2021
4. Public Comment
5. Red Run Freedom Hill
 - a. Account of Project Standing
 - b. Present Agreement for Construction and Maintenance of Non-Motorized Waterfront Trail Agreement for approval
6. Present special assessment roll for approval
7. Trial Balance
8. Determine date of next meeting
9. Other business
10. Adjourn

Agenda Item No. 3

Board Meeting Minutes from
November 17, 2021

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

November 17, 2021

A meeting of the Drainage Board for the Red Run Intercounty Drain was held via GoToMeeting on November 17, 2021 at 10:00 a.m.

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

Also Present: Representing the Michigan Department of Agriculture and Rural Development: Brady Harrington. Representing the office of the Macomb County Public Works Commissioner: Jeff Bednar and Danielle Devlin. Representing the office of the Oakland County Water Resources Commissioner: Anne Vaara, Steve Korth, George Nichols, Stephanie Lajdziak, and Megan Koss. Others in attendance: Jamie Burton and Nancy Kolinski (Hubbell, Roth & Clark).

1. Call meeting to order.

Chairperson Gregg called the meeting to order at 10:01 a.m. The Chairperson made a brief statement regarding the ongoing COVID-19 pandemic and, as a result, the need for the meeting to be held virtually. He noted the meeting was being held electronically in accordance with PA 254 of 2020, per the state of emergency declared by Clinton Township, Michigan. Pursuant to the aforementioned, Commissioner Gregg indicated he was participating from Mason, Michigan, Commissioner Miller indicated she was participating from Clinton Township, Michigan and Commissioner Nash indicated he was participating from Farmington Hills, Michigan

2. Agenda.

Motion by Miller, supported by Nash, to approve the November 17, 2021 agenda as presented.

ROLL CALL VOTE:

GREGG: AYE

MILLER: AYE

NASH: AYE

3. Minutes.

Motion by Nash, supported by Miller, to approve the minutes of the August 18, 2021 meeting.

ROLL CALL VOTE:

GREGG: AYE

MILLER: AYE

NASH : AYE

4. Public Comment.
None.

5. Freedom Hill – Phase 1 update.
Mr. Burton and Ms. Kolinski provided an update regarding Phase 1 of the Freedom Hill project. They summarized current and future Freedom Hill project tasks, addressed the status of the various agreements and reviewed the project schedule. It was indicated that the plans are ready and that a pre-bid meeting was scheduled at the end of November. Discussion ensued between Board members regarding scheduling, budget, and the agreements. The Sterling Relief agreement was discussed. Sara Rubino, WRC, and Mr. Burton will work to have an update of this item at the December meeting. It was noted that additional updates would also be provided at the December meeting.

Motion by Miller, supported by Nash, to receive and file the Freedom Hill Phase 1 update as presented.

ROLL CALL VOTE:

GREGG: AYE
MILLER: AYE
NASH: AYE

6. Cost sharing agreement
Mr. Burton provided for consideration the cost sharing agreement (as attached) between the Macomb County Department of Roads and the Drainage District.

Motion by Nash, supported by Miller, to authorize the chairperson to execute the cost sharing agreement

ROLL CALL VOTE:

GREGG: AYE
MILLER: AYE
NASH: AYE

7. Invasive species control update.
Mr. Nichols provided the Board with a brief update regarding the Six Rivers report (as attached) and ongoing invasive species control. Prior treatments were summarized, and anticipated treatments were discussed.

Motion by Miller, supported by Nash, to receive and file the invasive species control update as presented.

ROLL CALL VOTE:

GREGG: AYE
MILLER: AYE
NASH : AYE

8. Trial Balance.

Mr. Nichols presented the Trial Balance report dated November 10, 2021 (as attached) indicating a net cash balance of -\$8,037.85. It was moved by Nash, supported by Miller, to receive and file the updated Trial Balance as provided.

ROLL CALL VOTE:

GREGG: AYE
MILLER: AYE
NASH : AYE

9. Invoices and Reimbursement of the Drain Revolving Fund.

A request for approval of payment of invoices (as attached) in the amount of \$60,229.86 was presented. It was moved by Nash, supported by Miller, to approve payment of invoices as presented.

ROLL CALL VOTE:

GREGG: AYE
MILLER: AYE
NASH : AYE

10. Next meeting.

The next meeting will be December 15, 2021 at 9:30 a.m. Discussion took place for 2022 meetings. Meeting date options will be presented at the December meeting.

Motion by Nash, supported by Miller, to approve the next month's meeting date and time.

11. Other Business.

None.

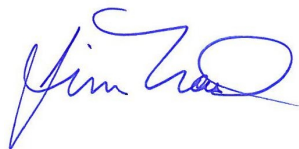
12. Adjourn.

Motion by Nash, supported by Miller, to adjourn November 17, 2021 meeting at 10:58 a.m.

ROLL CALL VOTE:

GREGG: AYE
MILLER: AYE
NASH : AYE

Next Regular Meeting: Scheduled for December 15, 2021 at 9:30 a.m Eastern Standard Time. Due to the ongoing COVID-19 pandemic, the next meeting will be held entirely virtually via GoToMeeting.

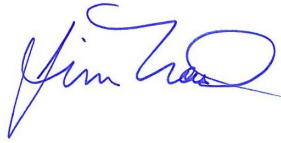


Jim Nash, Secretary
Red Run Intercounty Drain Drainage Board

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of the minutes of the Red Run Intercounty Drain Drainage Board, at a meeting held on the 17th day of November, 2021 and that the meeting was conducted and public notice was given in compliance with the Open Meetings Act being Act 267, Public Acts of Michigan, 1976, as may be amended from time to time and that the minutes were kept and will be or have been made available to the public as required by the Act.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this 17th day of November, 2021.



Jim Nash, Secretary
Red Run Intercounty Drain Drainage Board

Agenda Item No. 4

Public Comment

Agenda Item No. 5

Red Run Freedom Hill

Account of Project Standing

APS #: 12

Time Period: November 01, 2021 thru November 30, 2021

Prepared By: Nancy Kolinski

Date Issued: December 02, 2021

Project Task Summary:

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

Task 2 – Soil Boring Analysis – Complete

Task 3 – Preliminary Plan Design – Complete

Task 4 - Final Design and Bid Documents – Complete

- Plans out for bids
- Pre-bid meeting held
- Bids due December 14th at 10:00 am

Task 5 – Project Coordination – In Progress

- November Technical team meeting held
- Sent APS No. 11

Focus of Efforts in Next Period:

- Issue Addendum
- Open bids
- Facilitate trail maintenance agreement between Sterling Heights and Macomb County

Critical Decisions Made:

- City of Sterling Heights will accept the responsibility of trail maintenance
- Macomb County will amend the agreement with Consumers Energy
- Sterling Relief and trail maintenance agreement scheduled for December 7th City Council meeting

Outstanding Critical Questions:

- Agreement between Sterling Heights and Macomb County for trail maintenance needed

Client Assistance Needed:

- N/A

Schedule Concerns

- None at this time

Scope and/or Budget Concerns:

- N/A

Account of Project Standing

Red Run Drain Freedom Hill Supplemental Services

Project Task Summary:

Task 1 – Permitting- In Progress

- Submitted for SESC
- MCDR ROW and EGLE Joint Permit Application issued
- Submitted USACE Section 408 Certification - Clarifications requested and resubmitted

Task 2 – Drainage District Assistance- In Progress

- Assisted with the development of Agreements.
- Attend meetings held to discuss agreements
- Prepared jurisdictional maintenance exhibits

Task 3 – Monitoring Assistance- In Progress

Task 4– Grant Reporting- In Progress

- No work for this period

Task 5 – Meetings- No work requested under this task

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

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

Miscellaneous:

- GWK Outfall project: A pre-application meeting with EGLE held Wednesday, December 01, 2021. This is informational with no cost to the District.

Critical Decisions Made:

- N/A

Outstanding Critical Questions:

- Agreements

Client Assistance Needed:

- Agreements

Schedule Concerns

- N/A

Scope and/or Budget Concerns:

- N/A

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER****MEMORANDUM**

TO: Michael Gregg, Chairperson
Red Run Intercounty Drain Drainage Board

FROM: Sara Rubino, WRC Attorney

SUBJECT: Agreement for Construction and Maintenance of Non-Motorized
Waterfront Trail

DATE: December 15, 2021

The attached proposed draft Agreement for Construction and Maintenance of Non-Motorized Waterfront Trail (the "Agreement") relates to the construction and maintenance of a 1.35-mile non-motorized pathway (the "Trail") along the riparian edges of the Sterling Relief Drain and the Red Run Intercounty Drain. The Trail would be constructed in conjunction with the current project located near the Michigan Lottery Amphitheater at Freedom Hill in Sterling Heights, Michigan.

Pursuant to the Agreement, the Red Run Intercounty Drain Drainage District (the "Drainage District") would install the Trail (as described and depicted on Exhibit B of the Agreement) and future maintenance and cost of the Trail would be the shared responsibility of the City of Sterling Heights and the County of Macomb. The City of Sterling Heights would provide a Temporary Construction Easement to the Drainage District to construct the Trail. The Drainage District would have no responsibility or liability for maintenance of the Trail once construction of the same is complete; however, the Drainage District would retain the right to access and utilize the Trail, as needed, for drain operation, maintenance, and improvement. Standard and appropriate indemnity and insurance provisions are included in the Agreement.

As of the time of submittal of this memorandum, final revisions to the proposed Agreement were still underway, including the addition of the County of Macomb as a party, and specifics regarding the shared future maintenance between the City of Sterling Heights and the County of Macomb. However, since the Drainage District will only be responsible for the construction of the Trail, the material terms and conditions related to the Drainage District have been agreed upon and are not expected to change.

Requested Action:

Approve the material terms and conditions of the draft Agreement for Construction and Maintenance of Non-Motorized Waterfront Trail as presented and authorize execution of an agreement, in substantially the same form and consistent with the same material terms and conditions, as well as any necessary related documents, such as the Temporary Construction Easement, by the Chairperson of the Board.

**AGREEMENT FOR CONSTRUCTION AND MAINTENANCE
OF NONMOTORIZED WATERFRONT TRAIL**

This Agreement for Construction and Maintenance of Nonmotorized Waterfront Trail (“Agreement”) is entered into this ____ day of _____, 2021 by the Red Run Intercounty Drain Drainage District, (“Drainage District”), by and through the Red Run Intercounty Drain Drainage Board (“Drainage Board”), whose address is One Public Works Drive, Building #95W, Waterford, Michigan 48328 and the City of Sterling Heights, a Michigan municipal corporation, and the Sterling Relief Drain Drainage District, by and through the Sterling Relief Drainage Board (collectively referred to as “Sterling Heights”), whose address is 40555 Utica Road, Sterling Heights, MI 48313. Drainage District and Sterling Heights may individually be referred to as a “Party” or collectively referred to as the “Parties”.

WHEREAS, the Red Run Intercounty Drain (“Drain”) is an intercounty drain servicing the County of Macomb, Michigan (“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 Drainage Board;

WHEREAS, the City of Sterling Heights owns certain property in the City of Sterling Heights where the Sterling Relief Drain is situated and operated, and over which the Sterling Relief Drain Drainage District has an easement;

WHEREAS, the Drainage Board is in the process of implementing a multimillion-dollar project for the repair, maintenance, and management of the Drain near the Michigan Lottery Amphitheatre at Freedom Hill in Sterling Heights, Macomb County (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 a Agreement 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 a waterfront trail for public access, also known as a non-motorized pathway (the “Waterfront Trail”), for over 1.35 miles of riparian areas along the Sterling Relief Drain (a Macomb County drain formed under Chapter 20 of the Drain Code) and the Red Run Intercounty Drain (the “Grant Work”);

WHEREAS, Macomb County and Drainage District entered into a Grant Agreement, a copy of which is attached hereto as **Exhibit A**, wherein Drainage District 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;

WHEREAS, the Waterfront Trail consists of a ten-foot-wide, gravel trail with six (6) foot grassy areas on either side of the trail within the Sterling Relief Drain and Red Run Drain located in the City of Sterling Heights, commencing at the easterly right-of-way of Schoenherr Road, and following the north bank of the Sterling Relief Drain, then following the north bank of the Red Run Intercounty Drain, and terminating at the southerly right-of-way of Metropolitan Parkways described and depicted as the “Connector Trail” in the attached **Exhibit B**;

WHEREAS, the Waterfront Trail is partially located on certain real property owned by (1) Sterling Heights (the “Real Property”), (2) within a permanent easement granted by Consumers Energy, (3), and (4) on property owned by Macomb County;

WHEREAS, as part of the Project, Drainage District agrees to install the Waterfront Trail identified as the “Connector Trail” as described and depicted on Exhibit B in accordance with certain plans and specifications dated _____, and prepared by _____ (the “Plans and Specifications”) which are incorporated by reference into this Agreement.

WHEREAS, and, upon completion of the construction of the Waterfront Trail by Drainage District, the Parties understand that the Waterfront Trail will be (1) available to the general public with recreational opportunities for pedestrian, bicycle, and non-motorized travel in Sterling Heights, and (2) maintained for safe public use and , enjoyment for such activities., and to provide the general public with recreational opportunities for pedestrian and non-motorized travel in Sterling Heights; and

WHEREAS, the Parties wish to set forth their understandings and agreements with respect to the initial construction and subsequent future maintenance, repair and the continuing rights and responsibilities relating to the Waterfront Trail.

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. Drainage District hereby agrees to construct the Waterfront Trail identified as the “Connector Trail” as described and depicted on attached **Exhibit B** within the City of Sterling Heights in accordance with Plans and Specifications , and upon completion thereof to transfer any and all rights, duties, and responsibilities for the Waterfront Trail to Sterling Heights. Sterling Heights may allow the use of the Waterfront Trail by members of the general public for pedestrian, bicycle, and non-motorized travel, and to allow ingress, egress, and access to the Waterfront Trail by Sterling Heights, its employees, agents, and contractors for maintenance and repair of the Waterfront Trail and the mowing of the adjacent grassy areas.

b. During the time that the Waterfront Trail is being prepared or staged for construction, or construction activities undertaken by the Drainage District, 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 will be mitigated during the pre-construction or initial construction phase. In addition, Drainage District shall comply with the specifications to protect employees, contractors, inspectors, and the public. During the initial construction of the Waterfront Trail, Drainage District and its contractors shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and materials.

c. The Parties shall at all times have the right to inspect the Waterfront Trail to determine that Drainage District is 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, roller skating, skateboarding, bicycling (e-biking?), and similar recreational activities. Sterling Heights may, but shall not be required to, regulate and restrict the use of the Waterfront Trail and may take enforcement action as it deems appropriate in its sole judgment, if at all, in the event of any unsafe or unauthorized use by any member of the public.

b. Drainage District shall initially install and thereafter Sterling Heights shall maintain appropriate markings and way-finding signage in accordance with standards agreed to between Sterling Heights, Macomb County Department of Roads, and Macomb County Planning. In the event that Drainage District requires access and/or use of the Waterfront Trail subsequent to the initial constructions of the same for any purpose related to the Drain, the Drainage District shall provide the Sterling Heights Parks and Recreation Director at least forty-eight (48) hours advance written, email, or telephonic notice before undertaking any minor work in the Real Property, and at least fourteen (14) days advance written, email, or telephonic notice before any more intense work is undertaken that may require closure or partial blockage of the Waterfront Trail to ensure the safety of Waterfront trail users.

c. Due to the flood plain and bank full water elevation, no permanent structures (structures that require footings) shall be erected by Drainage District or Sterling Heights unless otherwise approved by the Parties and all appropriate state and local agencies. Sterling Heights, Macomb County, or 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, 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 and charitable walks and runs, charitable and other organized bicycle rides and events, and other similar activities approved by Sterling Heights or Macomb County.

d. Drainage District reserves the right to utilize the Waterfront Trail as access to the Drain for operation, maintenance, and improvement purposes. If any damage is caused to the Waterfront Trail as a result the Drain operation, maintenance, or improvement, Drainage District agrees to promptly restore the Waterfront Trail to the same or better condition that existed prior to its 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 Drainage District, Sterling Heights shall maintain at its expense the Waterfront Trail to the standards established by the City from time to time for other gravel trails used for recreational purposes within Sterling Heights. After the Waterfront Trail is constructed by the Drainage District, the Drainage District shall not be responsible for any required maintenance or repair of the Waterfront Trail; however, if any damage is caused to the Waterfront Trail due to the repair or maintenance of the Trail, Drainage District, or its contractors, will be responsible for repair of the same.

b. 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. All work performed by Drainage District or its contractors and subcontractors shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

c. 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. 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, upon reasonable request, will provide proof of payment to Sterling Heights' Engineering Department, and shall not allow any liens to attach to the Real Property upon which the work is performed.

e. Drainage District agrees to indemnify and hold Sterling Heights 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 Drainage District, its agents, employees and contractors.

f. Sterling Heights agrees to indemnify and hold Drainage District 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 Sterling Heights, its agents, employees and contractors.

g. 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 construction of the Waterfront Trail by Drainage District, its agents, employees, and contractors. Drainage District, or its agents, shall cause Sterling Heights to be listed as an additional insured on the general liability insurance policy. Drainage District, or its contractors, 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.

h. Sterling Heights shall carry general liability insurance to cover any actions, claims, liability, or damages caused to others arising out of the use of the Waterfront Trail by Sterling Heights, its agents, employees, and contractors. Sterling Heights shall cause Drainage District to be listed as an additional insured on the general liability insurance policy. Sterling Heights 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.

i. Drainage District shall commence construction of the Waterfront Trail by _____, 202__ and shall complete construction by _____, 2022. Sterling Heights shall have the right to inspect the construction work undertaken by Drainage District and its contractors to determine that it is satisfactory and in compliance with the Plans and Specifications before acceptance. Drainage District and its contractors shall correct any deficiencies in the construction work related to initial construction of the Waterfront Trail, and Sterling Heights shall not be required to accept the improvements until such corrective action has been taken by Drainage District and inspected and approved by Sterling Heights.

4. Nonexclusive Use.

This Agreement in no way affects Sterling Heights' ownership of the Real Property, and Sterling Heights maintains its absolute right to operate and maintain the Real Property. It is understood that the rights and privileges granted herein are nonexclusive, and Sterling Heights reserves and retains the right to convey easements and rights to such other persons as Sterling Heights may deem proper.

5. Diagram of Waterfront Trail.

A diagram of the Waterfront Trail is described and depicted as in the attached **Exhibit B** as the "Connector Trail" and **Exhibit B** is 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 Drainage District:

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

with a copy to:

Sara B. Rubino
One Public Works Drive
Waterford, MI 48328

If to Sterling Heights:

Sterling Relief Drain Drainage District
c/o Sterling Relief Drain Drainage Board
21777 Dunham Road
Clinton Township, Michigan 48036
Attn: Candice S. Miller, Chairperson

with a copy to:

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

with a copy to:

Marc D. Kaszubski, City Attorney
O'Reilly Rancilio P.C.
12900 Hall Road, Suite 350
Sterling Heights, MI 48313

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.

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.

9. Termination and Modification.

a. If Sterling Heights 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 Sterling Heights, its residents, or the public to have or use the Waterfront Trail on the Real Property within the City of

Sterling Heights, Sterling Heights may terminate this Agreement by giving not less than sixty (60) days written notice of its intention to terminate this Agreement. In the event that Sterling Heights decides to terminate that the Waterfront Trail, it shall record a notice of termination signed by an authorized representative of Sterling Heights with the Macomb County Register of Deeds.

b. If Drainage District is no longer obligated under the Grant Agreement to perform construction of the Waterfront Trail portion of the Grant Work, then Drainage District may terminate this Agreement by giving not less than sixty (60) days written notice of its intention to terminate this Agreement. 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 ____ 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 either party.

11. Entirety of Agreement.

This instrument contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. 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 recitals and that there are no other agreements, understandings, contracts, or representations between Drainage District and Sterling Heights 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 either 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.

[Signatures on following page]

**RED RUN INTERCOUNTY
DRAIN DRAINAGE DISTRICT**

By: RED RUN INTERCOUNTY DRAIN
DRAINAGE BOARD

Date: _____

By: _____

Michael Gregg

Its: Chairperson

Approved at a meeting of the Drainage District Board on _____.

[Signature and acknowledgment of City of Sterling Heights City Manager and Sterling Relief
Drainage Board Chairperson follow on next pages]

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 _____.

STERLING RELIEF DRAINAGE DISTRICT

By: **STERLING RELIEF DRAINAGE BOARD**

By: _____

Candice S. Miller

Its: Chairperson

Approved at a meeting of the Drainage District Board on _____.

Agenda Item No. 6

Special Assessment

Agenda Item No. 7

Trial Balance

Run By: 27706

Run: 12/09/2021 at 09:06 AM

Scope: 82902 Red Run Federal Drain Ch21

YTD Trial Balance
Fund: 82902 Red Run Federal Drain Ch21
As of Fiscal Period: Month 3, 2022

ACCOUNT		Fiscal Year BEG BAL	Current FY Net Activity	ENDING BAL
100100	Cash - Operating	22,903.13	24,735.03	47,638.16
104100	Accrued Interest on Investment	4,678.07	(22.12)	4,655.95
126105	Due from Municipalities-AR Con	60,000.00	(60,000.00)	0.00
201210	Vouchers Payable AP Cont	(60,229.86)	29,751.86	(30,478.00)
211100	Due to Primary Government	0.00	(91,583.17)	(91,583.17)
228100	Deposits	(26,244.40)	0.00	(26,244.40)
230852	Accounts Payable	(89,347.55)	89,347.55	0.00
	Revenues	0.00	(48.08)	(48.08)
	Expenditures	0.00	7,818.93	7,818.93
	Special Items- Uses	0.00	0.00	0.00
381350	FB Restricted Programs	88,240.61	0.00	88,240.61
		0.00	0.00	(0.00)

Cash	\$	47,638.16
Permit Deposit Held		(26,244.40)
Vouchers Payable AP		(30,478.00)
Due to Primary Government -DRF reimbursement		(91,583.17)
Total Cash Balance	\$	<u>(100,667.41)</u>

Agenda Item No. 8

Determine Date of Next Meeting



Red Run 2022 Meeting Schedule

These meetings will convene at 9:30 a.m. in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan and/or virtually as provided by law due to the ongoing COVID-19 pandemic:

January 19, 2022
February 16, 2022
March 16, 2022

April 20, 2022
May 18, 2022
June 15, 2022

These meetings will convene at 9:30 a.m. in the office of the Macomb County Public Works Office, 21777 Dunham Road, Clinton Township, Michigan and/or virtually as provided by law due to the ongoing COVID-19 pandemic on the third Wednesday of each month unless otherwise indicated:

July 20, 2022
August 17, 2022
September 21, 2022

October 19, 2022
November 9, 2022*
December 14, 2022*

***Second Wednesday due to Thanksgiving and Christmas**





Red Run 2022 Meeting Schedule

These meetings will convene at 9:30 a.m. in the office of the Macomb County Public Works Office, 21777 Dunham Road, Clinton Township, Michigan and/or virtually as provided by law due to the ongoing COVID-19 pandemic on the fourth Tuesday of each month:

January 25, 2022
February 22, 2022
March 22, 2022

April 26, 2022
May 24, 2022
June 28, 2022

These meetings will convene at 9:30 a.m. in the office of the Macomb County Public Works Office, 21777 Dunham Road, Clinton Township, Michigan and/or virtually as provided by law due to the ongoing COVID-19 pandemic on the third Wednesday of each month unless otherwise indicated:

July 20, 2022
August 17, 2022
September 21, 2022

October 19, 2022
November 9, 2022*
December 14, 2022*

***Second Wednesday due to Thanksgiving and Christmas**



Agenda Item No. 9

Other Business

Agenda Item No. 10

Adjourn