



Annette DeMaria, P.E., PMP
Executive Director

DRAFT AGENDA
March 30, 2020, 1:30 – 3:00 p.m.
GOTO Meeting

By computer: <https://global.gotomeeting.com/join/803198325>
Or by phone: +1 (224) 501-3412, Access Code: 803-198-325

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Cooperating Partners:

Cranbrook Institute of Science
Friends of the Rouge
Great Lakes Water Authority
Rouge River Advisory Council
SEMCOG
Southeastern Oakland
County Water Authority
The Henry Ford



Working together, restoring the river

**Full ARC Meeting
March 30, 2020
1:30 p.m. - 3:00 p.m.**

1. Welcome –Doug Moore, Chair

- a. Roll Call - C. O'Meara
- b. Additions or changes to the Draft Meeting Agenda - A. DeMaria
- c. Review of November 20, 2019 Meeting Summary - A. DeMaria

Annette DeMaria, P.E., PMP
Executive Director



Working together, restoring the river

DRAFT MEETING SUMMARY
ALLIANCE OF ROUGE COMMUNITIES
November 20, 2019 1:00pm
Inkster Council Chambers, City Hall

1. Welcome (Doug Moore, Chair)

a. Roll Call /Determination of Quorum - Roll call was taken. The 27 members listed below were in attendance, which was sufficient for a quorum.

ARC Member	Attended Y/N	ARC Member	Attended Y/N
Auburn Hills	N	Oakland County	Y
Beverly Hills	Y	Oakland County Road Commission	Y
Bingham Farms	N	Oak Park	N
Birmingham	Y	Orchard Lake	Y
Bloomfield Hills	N	Plymouth	Y
Bloomfield Twp.	Y	Plymouth Twp.	Y
Canton Twp.	N	Redford Twp.	N
Commerce Twp.	Y	Rochester Hills	Y
Dearborn Heights	N	Romulus	Y
Farmington	Y	Schoolcraft College	N
Farmington Hills	Y	Southfield	Y
Franklin	N	Troy	Y
Garden City	N	University of Michigan-Dearborn	Y
Henry Ford College	Y	Van Buren Twp.	N
Inkster	Y	Walled Lake	Y
Lathrup Village	Y	Washtenaw County	N
Livonia	Y	Wayne	Y
Melvindale	N	Wayne County	Y
Northville	N	Wayne County Airport Authority	N
Northville Twp.	Y	West Bloomfield Twp.	Y
Novi	Y	Westland	Y
		Wixom	N

b

b. Introduction of ARC guests

Doug Moore, Chair, asked all guests in attendance to introduce themselves.

c. Additions or Changes to the Draft Meeting Agenda

There were no additions or changes to the agenda.

d. Approval of June 5, 2019 Meeting Summary

The motion was made by Bob Belair, Northville Twp., to approve the June 5, 2019 meeting summary. It was seconded by Mike Buiten, Wayne, and passed unanimously.

e. Resolution of Jim Ridgway Retirement

Doug Moore, Chair and Annette DeMaria, Executive Director presented Jim Ridgway with a Certificate of Resolution to thank Jim for his long service to the Rouge River Watershed and service to the ARC.

Auburn Hills
Beverly Hills
Bingham Farms
Birmingham
Bloomfield Hills
Bloomfield Twp.
Canton Twp.
Commerce Twp.
Dearborn Heights
Farmington
Farmington Hills
Franklin
Garden City
Henry Ford College
Inkster

Lathrup Village
Livonia
Melvindale
Northville
Northville Twp.
Novi
Oak Park
Oakland County
Orchard Lake
Plymouth
Plymouth Twp.
Pontiac
Redford Twp.
Rochester Hills
Romulus
Schoolcraft College
Southfield
Troy
University of Michigan-Dearborn
Van Buren Twp.
Walled Lake
Washtenaw County
Wayne
Wayne County
Wayne County Airport Authority
West Bloomfield Twp.
Westland
Wixom

Cooperating Partners:

Cranbrook Institute of Science
Friends of the Rouge
Great Lakes Water Authority
Rouge River Advisory Council
SEMCOG
Southeastern Oakland County Water Authority

2. Executive Director Report

a. MS4 Permit Update

Annette DeMaria reported that the collaborative TMDL plan was approved in September. The final version is on the ARC's website. The Townships will be the first to get their Public Notice permits. Marty with EGLE mentioned to Annette that they are in Lansing waiting to be Public Noticed. The reason for Townships receiving theirs first is because post construction standards are done for the Township properties. All the Townships decided to adopt what EGLE was asking for in the permit applications.

One item that was outstanding was the IDEP ordinance for some communities. Five communities have not adopted one yet. Annette indicated that all of them are in progress and most communities will have it adopted by the end of the year.

Most communities in the Rouge have a biennial progress report due April 1, 2020. The ARC staff will put together the progress reports for the collaborative plans and the communities just need to report on the other elements of the plan. The reports are being done through Mi-Waters. The ARC staff will ask the communities for information to help populate the reporting metrics for the collaborative plans (Public Education and IDEP), TMDL doesn't apply yet. ARC staff will then give the communities the reports back for posting to Mi-Waters.

b. Stormwater Utility

Annette DeMaria shared that the stormwater utility legislation is at the House Regulatory Reform Committee, House Bill #4691. She traveled to Lansing and testified in front of that Committee asking them to push the bill forward to the next Committee, which will hopefully get it to the next floor. The ARC prepared a letter of support along with several communities who gave permission for Annette to sign them as supporting the Bill at the committee hearing. Annette urged if you haven't written a letter of support to please do so, a template is available by contacting her or SEMCOG.

c. Grant Status Report

Alice Bailey, ARC Staff, provided an update on the status of all grant-funded projects as follows:

CURRENT PROJECTS

SAW Grant: Monitoring and Stormwater Management Planning

- Project complete.
- ARC's final Reimbursement request on hold until permits are issued (\$22,294.08).

2019 Michigan Volunteer River, Stream and Creek Cleanup Program (VRSCCP)

- Rouge Rescue River Cleanup for FOTR
- Project complete.

EPA Wayne County Rouge AOC Habitat Projects

- Henry Ford Estate Dam Fish Passage
 - Working through construction issues. Work will start back up this late fall and continue through next summer
- Oxbow Phase III Implementation

- Work completed other than maintenance
- Grand opening held October 18, 2019

GLRI USDA Forest Service

- The project has been completed and final report submitted.

EPA Rouge River AOC Habitat Restoration Design- Tamarack/Fish Hatchery (\$583,220)

This grant is for the design and engineering for the restoration of Tamarack Creek/wetland and habitat restoration on Johnson Creek at Fish Hatchery Park.

- Tamarack Wetland and Creek Restoration
 - Property owners' meetings
 - MDOT meeting
 - 30% design completed
- Johnson Creek Fish Hatchery Restoration
 - 95% design completed
 - EGLE permit application submitted
 - Contract documents being developed

NEWLY AWARDED PROJECTS

EPA Rouge River AOC Habitat Restoration Implementation - Tamarack/Fish Hatchery (\$3,308,139)

The ARC received a grant from EPA to construct habitat restoration at Johnson Creek Fish Hatchery Park in Northville and on Tamarack Creek in Southfield . Coordination calls with EPA project manager for schedule development have been made. The QAPP is planned to be complete in November 2019.

EPA Rouge River AOC Seeley Creek Habitat Restoration (\$815,000)

The ARC received a grant from EPA to design and construct habitat restoration on Seeley Creek in Farmington Hills. The QAPP is being developed and data collection is planned to begin in November/December 2019.

NOAA Partnership with Friends of Detroit River

Friends of Detroit River was notified in August 2019 of a partnership award. This partnership is for completing Detroit River, Rouge River, and Raisin River AOC projects. This first two projects will be the completion of the final two Detroit River projects then work will begin on the other two rivers.

GRANTS SUBMITTED

USDA Forest Service

Grant submitted in June to purchase trees for planting in 17 communities. ARC was not awarded this grant.

d. Call for Projects

Annette DeMaria asked the members if they had any restoration, stormwater management or environmental projects that they would like to complete in their community. If so, they should contact ARC staff so they can find ways to get them funded.

3. Treasurers/Finance Committee Report

a. 2019 A/R & A/P Reports

Jill Rickard, Northville Twp., reported that the only outstanding invoices are from ECT and they are in the process of being paid.

Jill is following up with Bloomfield Hills on payment of their 2019 ARC dues. The last reimbursement from the SAW grant is still pending the approval of the permits and we will get paid once that happens. Schoolcraft College has joined the ARC as an Associate Member and we just received their dues in the mail. The Wayne County Airport Authority has paid for their 2019 and 2020 dues, so A/R report shows an overpayment.

b. 2018 Audit

The 2018 Audit showed no issues of non-compliance. A motion was made by Karen Mondora, Farmington Hills to accept the audit. The motion was seconded by Jerome Bivens, Inkster and was unanimously approved.

c. October 10, 2019 Email Vote Ratification

The email vote that passed on October 10, 2019 included: 1) add the 2019 budget amendments for EPA4 (Tamarack/Fish Hatchery Park habitat restoration construction) and EPA5 (Seeley Creek habitat restoration) to the ARC's budget, 2) approve ECT's work orders 2019-3 and 2019-4 which allocate funding to ECT to carry out budget items EPA4 and EPA5, and 3) approve the amendment to the 2013 ECT contract Appendix M, upon Wayne County Commission approval, to add scope and budget for the HFE Dam Fishway Restoration Project. Wayne County is expected by the end of the year. The motion to ratify the 10/10/19 email vote was made by Jill Rickard, Northville Twp., and was seconded by Karen Mondora, Farmington Hills, and was unanimously approved.

d. 2020 Budget Recommendations

Annette DeMaria reported on the 2020 budget recommendations which totaled \$322,180. The 2020 budget matches what was set aside for 2020 in the 5-year plan that was approved in 2018.

Annette DeMaria reported that the 5-year Budget Plan was updated to include the efforts needed for the final TMDL plan. This resulted in an additional \$37,000 budgeted in 2022. The 5-year Plan was also updated to include the actual roll-over of the 2018 funds to 2019.

Although we are currently predicting a rollover of approximately \$107K in 2023, Annette reported that we expect to be short funds (approx. \$150,000) in the next 5-year cycle (2024-2028). The shortfall is expected to be lower as the 2024-2028 scope of work is flushed out. She also anticipates unspent budget each year and it is possible that grant funds can support future efforts.

Annette DeMaria discussed recent recommended changes to the PIE budget which included providing \$5,000 of the PIE printing budget to support the SEMCOG's "One Water Public Education Campaign" funded by Great Lakes Water Authority and SEMCOG. This campaign was kicked off in 2019 and included billboards, bus wraps, online videos, radio and TV ads, and SWAG items that emphasized the connection between the Great Lakes, stormwater, drinking water and wastewater. Participating in the campaign will

allow the ARC to centralize some public education requirements for the MS4 permit into the campaign.

The ARC's printing budget includes printing of brochures and purchase of pet waste bags and other public education items. The adjustment will provide \$5,000 to purchase "One Water" SWAG items but will still leave funding for printing and purchasing other permit-required items. We are currently thinking that the funding will go towards the purchase of pet waste bags, but this will be worked out with SEMCOG.

Annette DeMaria also discussed the request from an ARC member to increase funding to Friends of the Rouge (FOTR) to support macroinvertebrate monitoring. There was discussion at the Executive Committee meeting on the pros and cons of the request. There was concern by some communities that FOTR is asking them directly to fund the monitoring activities in their community and while also receiving funding from the ARC. On the flip side, it seemed more cost effective to fund the work through the ARC based on budgets provided by FOTR. Additionally, some Executive Committee members felt that the program provided a watershed-wide benefit, rather than an individual community benefit.

Wayne County was willing to decrease their budget by \$5,000 to allow the ARC to increase FOTR's monitoring budget for 2020 from \$5,000 to \$10,000. Wayne County would provide the same level of service and perform all tasks as planned but would provide those activities as additional in-kind services (increasing their in-kind support from the budgeted \$7,500 to \$12,500).

As a result, the presented budget recommendation included an additional \$5,000 (for a total of \$10,000) for FOTR to conduct a stonefly search in Winter 2020. The \$5,000 was shifted from Wayne County's IDEP budget and Wayne County's in-kind services was increased by \$5,000.

Based on the FOTR funding request letters being sent to the communities, direct funds from the communities would go toward the spring/fall bug hunts, so there should be no concern of "double payment" if communities wish to fund FOTR directly.

The scope of work for all other budget recommendations are consistent with the 5 year plan.

The motion was made by Jacy Garrison, Oakland County, to approve the 2020 ARC Budget Recommendations which include \$5,000 to support the SEMCOG "One Water" campaign, decreasing Wayne County's budget/increasing their in-kind services by \$5,000 and increasing the budget for FOTR to \$10,000 for monitoring activities. The motion was seconded by Chris Kahle, UM Dearborn and was unanimously approved.

4. Standing Committee Reports

a. Organization Committee

Noel Mullett turned over the Organization Committee report to Annette DeMaria. Annette reported there was a request to revisit the bylaws to specifically address the number of Executive Committee meetings each year. It was recommended that the ARC change the bylaws so that a minimum number of meetings was no longer specified (currently a minimum of 4 meetings are required). For the past 2 years, 3 meetings have

been sufficient to conduct the business of the ARC. This was the first reading of the bylaw change. It will be voted on at the next Full ARC meeting.

b. PIE Committee

Jacy Garrison, Oakland County, reported that the ARC Staff conducted a Septic webinar on 11/4/19, had 18 attendees. ARC staff was disappointed in the number of attendees, but just after a week of being on Facebook, the recording has reached an additional 657 people and climbing. The low attendance was despite a paid Facebook post advertising the webinar. ARC staff speculate that additional promotion by ARC members may help boost attendance in future webinars.

ARC Staff are incorporating edits received from PIE Committee for the Homeowners brochure. ARC staff are researching realtors and homeowner associations in the watershed to disseminate the brochure, in addition to providing copies to ARC communities. Printing is expected this month.

ARC Staff continue to survey the watershed signage ("entering the Rouge River watershed") to determine locations, condition and need for additional signage.

Jacy reminded ARC members to "share" and "like" ARC Facebook posts. This will help meet your permit requirements under the Collaborative PEP.

c. Technical Committee

Karen Mondora reported that the Technical Committee held IDEP training in October with about 100 participants. The Committee was working on the 2020 budget preparations. The IDEP investigations are ongoing as part of the collaborative IDEP responsibilities. Annette reviewed the outfalls to be investigated which was included in the Technical Committee budget request.

5. Report from Cooperating Partners

RRAC

Bill Craig, RRAC, thanked the members of the ARC that serve on the Rouge River Advisory Council (RRAC). He also thanked the ARC for hosting the Great Lakes Restoration event on October 18, 2019. He mentioned it was a very important event for the advisory council because it highlights the cooperation between the federal government and the EPA and the state. Bill also stated that it is at the advisory council level that most of the projects get brainstormed and brought up then get adopted by the ARC.

Friends of the Rouge

Marie McCormick thanked the ARC for their collaborative work. She mentioned as they are getting ready for 2020 Earth Day they are partnering up with some non-profits in the Detroit area for the "Great Global Cleanup-Detroit River Edition". Whereas the Rouge River is the largest tributary to the Detroit River on our side of the border. It is part of the Earth Day 2020 celebration. They will be using this event as a kickoff to the Rouge Rescue. She asked the ARC if they wanted to share any projects with them for the events for social media and PR on their behalf. If anyone is interested, they can reach out to Cindy Ross (business cards were handed out).

She also mentioned the Rouge River Water Trail. She wanted to clarify what it means. There are 10 communities in the lower Rouge starting with Canton Twp., along with

Wayne County Parks are a part of the Rouge River Water Trail. It is the next level of engagement in stewardship and equitable access to water. FOTR developed a strategic and safety plan along with Wayne County Parks. It is a 27-mile water trail with a lot of partners involved. FOTR is the fiduciary and the collaborator. Of the ARC communities there are 5 involved, Canton Twp., Wayne, Westland, Inkster and Dearborn Heights.

Sally thanked Wayne County for supporting the Stonefly Search. She also appreciated the communities who will be sponsoring sites in their communities including Washtenaw County, City of Southfield, Novi, Livonia, Northville Twp., Plymouth Twp., Farmington and Beverly Hills. FOTR ended up doing the fall bug hunt even though there was no funding.

Matthew with FOTR gave an update on the Rain Smart Program. He handed out flyers and materials.

6. Report from Counties

Jacy Garrison, Oakland County, mentioned that they held their annual kids clean water contest. She showed an example of it. They had over 700 entries and they will be available in Mid-December and she will hand them out to Oakland County communities and if anyone wants one to please let her know.

She also stated that their post-construction stormwater standards are still progressing with the State and that they are planning meetings with other counties to include regional collaboration. If communities have any questions, they can contact Jim Wineka at the Water Resources Commissioners Office.

She mentioned their biennial progress report was submitted to EGLE by November 1. They put together a summary for communities and it is available on the ARC website.

Noel Mullett, Wayne County, reported that their permit for the post-constructions standards and all elements have been approved by the State and the permit should be public noticed in the near future. He also mentioned they continued their stakeholder input with the workshop discussion this morning. N. Mullett also mentioned their event on November 6 with the counties and townships for the operation and maintenance for the post-construction stormwater controls. They should have the draft of the ordinance rules manual by the end of the year for further comment. Noel mentioned that they did get confirmation that Wayne County has voiced support for the House Bill #4691 and #4692.

Annette mentioned she went to the presentation this morning and a couple weeks ago and said that Wayne County's approach is good.

7. Report from EGLE

Marty Hendges is working on Wayne County's draft public notice permit.

8. Opportunity for Public Comment

There were no public comments.

9. Summary of Actions of Full Alliance (Tennille Newsome, ARC staff)

- The 2020 Budget Recommendations as presented by the Finance Committee were approved.
- The meeting summary of the June 5, 2019 Full ARC meeting was approved.
- The 2018 Audit as presented by the Finance Committee was accepted.
- The ARC ratified the following by email vote:
 - 2019 Budget Amendments adding EPA4 Tamarack/Johnson Creek Implementation and EPA5 Seeley Creek Restoration voted on October 10, 2019 with 30 yea votes and 0 nay.
 - 2019 Contract Amendment adding work order 2019-4 Tamarack/Johnson Creek Implementation and 2019-3 Seeley Creek Restoration voted on October 10, 2019 with 30 yea votes and 0 nay.
 - 2013 Contract Amendment to Appendix M between the ARC and ECT updating the cost and scope to complete the HFE Dam Fishway Implementation Restoration project effective upon Wayne County Commission approval. This amendment will increase ECT's budget by \$150,000 from \$296,000 to \$446,000. This was voted on October 10, 2019 with 30 yea votes and 0 nay.

10. Other Business

Annette mentioned that Schoolcraft College is now an associate member of the ARC. They need an MS4 permit and ARC staff will update the collaborative Public Ed and TMDL plans to reflect their participation. At this time, Annette will clean up the plans and will update Marty with any changes.

11. Adjourn

The motion was made by Jill Rickard, Northville Twp., to adjourn the meeting. The motion was seconded by Karen Mondora, Farmington Hills, and passed unanimously.

Alliance of Rouge Communities Attendance List

Meeting Date: 11/20/19

Name	Community	Attended	Initials
Allen Ashley	Troy (HRC)	<input checked="" type="checkbox"/>	AA
Allen Ashley	Village of Franklin ^{Birmingham} (HRC)	<input checked="" type="checkbox"/>	AA
Allen Ashley	Village of Beverly Hills (HRC)	<input checked="" type="checkbox"/>	AA
Arquette-Palermo Michele	Cranbrook Institute of Science	<input type="checkbox"/>	
Ballnik Dan	RRAC	<input type="checkbox"/>	
Bayley Nicholas	Westland (OHM)	<input checked="" type="checkbox"/>	NSB
Bednarski George	Redford Township	<input type="checkbox"/>	
Beisel John	Farmington Hills	<input checked="" type="checkbox"/>	JB
Belair Bob	Northville Township	<input checked="" type="checkbox"/>	RAB
Best Matthew	Van Buren Twp.	<input type="checkbox"/>	
Bivins Jerome	Inkster	<input checked="" type="checkbox"/>	JB
Boote Marty	ECT	<input type="checkbox"/>	
Borton Cory	Bloomfield Township	<input checked="" type="checkbox"/>	OB
Buiten Mike	Wayne	<input type="checkbox"/>	
Byrd Jim	Wixom	<input type="checkbox"/>	
Cassady Erin	Friends of the Rouge	<input type="checkbox"/>	
Craig Bill	RRAC	<input checked="" type="checkbox"/>	BC
Cureton Loyd	Northville	<input type="checkbox"/>	
Davis Paul	Rochester Hills	<input type="checkbox"/>	
Dean Lillian	SOCWA	<input type="checkbox"/>	
DeMaria Annette	ECT	<input checked="" type="checkbox"/>	AD
Dennis Mike	Redford Township	<input type="checkbox"/>	
Deslippe John	Farmington (OHM)	<input type="checkbox"/>	
Domine Mike	Northville	<input type="checkbox"/>	
El-Gharib Ramzi	Westland	<input type="checkbox"/>	
Eudy Chuck	Farmington	<input type="checkbox"/>	CE

Meeting Date: 11/20/19

Name		Community	Attended	Initials
Fellrath	Patrick	Plymouth Township	<input checked="" type="checkbox"/>	PF
Finlay	Scott	Troy	<input type="checkbox"/>	
Fletcher	Austin	Birmingham	<input type="checkbox"/>	
ga			<input type="checkbox"/>	
Gabriel	Trisha	Livonia	<input checked="" type="checkbox"/>	JT
Garrison	Jacy	Oakland County	<input checked="" type="checkbox"/>	JL6
Gee	Sherri	Great Lakes Water Authority	<input type="checkbox"/>	
Gerlach	Adam	Plymouth	<input checked="" type="checkbox"/>	
Green	Steve	Schoolcraft College	<input type="checkbox"/>	
Hammond	Bruce	Melvindale	<input type="checkbox"/>	
Hanna	Karen	Friends of the Rouge	<input type="checkbox"/>	
Hanson	Pamela	Village of Franklin	<input type="checkbox"/>	
Hendrickson	Dave	Bloomfield Hills	<input type="checkbox"/>	
Hood	Kathy	Romulus	<input checked="" type="checkbox"/>	KH
Hysinger	Angela	Bloomfield Township	<input type="checkbox"/>	
James	Jay	Commerce Township	<input checked="" type="checkbox"/>	
Kahle	Chris	University of Michigan-Dearborn	<input type="checkbox"/>	
Keenan	Shawn	Auburn Hills	<input type="checkbox"/>	
Kozlowski	Alex	West Bloomfield Township	<input checked="" type="checkbox"/>	AK
Kramarz	Kristina	Dearborn Heights	<input type="checkbox"/>	
Lear	Brad	Canton Township	<input type="checkbox"/>	
MacDonell	Matt	Washtenaw County Road Commis	<input type="checkbox"/>	
Markus	Charles	Bloomfield Township	<input type="checkbox"/>	
Marshall	Ellen	SOCWA	<input type="checkbox"/>	
Marten	Ken	Bingham Farms	<input type="checkbox"/>	
McCallum	Gerry	Orchard Lake Village	<input type="checkbox"/>	
McCormick	Marie	Friends of the Rouge	<input checked="" type="checkbox"/>	MM

Meeting Date: 11/20/19

<i>Name</i>		<i>Community</i>	<i>Attended</i>	<i>Initials</i>
Melchert	Ron	Auburn Hills	<input type="checkbox"/>	
Michalak	Steve	Garden City	<input type="checkbox"/>	
Mitchell	Sheryl	Lathrup Village	<input checked="" type="checkbox"/> (X)	
Mlynczyk	Ed	Oak Park	<input type="checkbox"/>	
Mondora	Karen	Farmington Hills	<input checked="" type="checkbox"/>	HM
Moore	Doug	Livonia	<input checked="" type="checkbox"/>	DM
Mullett	Noel	WCDPS	<input type="checkbox"/>	
Mullin	Christopher	Wayne County Airport Authority	<input type="checkbox"/>	
Nash	Jim	Oakland County	<input type="checkbox"/>	
Neary	Amy	West Bloomfield Township	<input type="checkbox"/>	
Ohman	Brad	Garden City	<input type="checkbox"/>	
Olsztyn	Olivia	Bloomfield Township	<input type="checkbox"/>	
O'Meara	John	ECT	<input type="checkbox"/>	
O'Meara	Paul	Birmingham	<input type="checkbox"/>	
Ordus	Larrie	Melvindale	<input type="checkbox"/>	
Ortiz	Richard	Melvindale	<input type="checkbox"/>	
Paletko	Dan	Dearborn Heights	<input type="checkbox"/>	
Perez	Thomas	University of Michigan-Dearborn	<input type="checkbox"/>	
Pesta	Chelsea	Walled Lake	<input checked="" type="checkbox"/>	CP
Petrella	Sally	FOTR	<input checked="" type="checkbox"/>	SP
Pollizzi	Tim	Rochester Hills	<input checked="" type="checkbox"/>	TP
Porman	Chris	Plymouth	<input type="checkbox"/>	
Pratt	Evan	Washtenaw County Water Resour	<input type="checkbox"/>	
Queen	Ed	Wayne	<input type="checkbox"/>	
Renaud	Elizabeth	Van Buren Twp.	<input type="checkbox"/>	
Rice	Heather	Washtenaw County Water Resour	<input type="checkbox"/>	
Richardson	Kate	Novi	<input checked="" type="checkbox"/>	KR

Meeting Date: 11/20/19

Name		Community	Attended	Initials
Rickard	Jill	Northville Township	<input type="checkbox"/>	
Rohraff	Don	Livonia	<input type="checkbox"/>	
Ross	Cyndi	FOTR	<input type="checkbox"/>	
Runkel	Rebecca	Novi	<input type="checkbox"/>	
Rutkowski	Kristin	Village of Beverly Hills	<input type="checkbox"/>	
Saif	Sermed	Orchard Lake Village (Tri-Co. Eng.	<input checked="" type="checkbox"/>	LS
Scappaticci	Roberto	Romulus	<input type="checkbox"/>	
Schultz	Leigh	Southfield	<input type="checkbox"/>	
Scott	David	Commerce Township	<input type="checkbox"/>	
Selmi	John	Dearborn Heights	<input type="checkbox"/>	
Siddall	Sheryl	Washtenaw County Road Commis	<input type="checkbox"/>	
Siedlaczek	Brandy	Southfield	<input type="checkbox"/>	
Sikma	Tim	Wixom	<input type="checkbox"/>	
Smith	Jade	Canton Township	<input type="checkbox"/>	
Smrtka	Barb	Farmington Hills	<input type="checkbox"/>	
Spivy	Jamie	Bloomfield Hills	<input type="checkbox"/>	
Stec	Susie	Lathrup Village	<input type="checkbox"/>	
Surles	Gerrajh	Oak Park	<input type="checkbox"/>	
Tucker	Eric	Inkster	<input type="checkbox"/>	
Visel	Sarah	Plymouth Township	<input type="checkbox"/>	
Wagoner	Bryan	Wayne County Airport Authority	<input type="checkbox"/>	
Whitt	L. Dennis	Walled Lake	<input type="checkbox"/>	
Wieczorek	Mike	Henry Ford College	<input checked="" type="checkbox"/>	MW
Wilson	Tom	Livonia	<input type="checkbox"/>	
Wineka	Jim	Oakland County	<input type="checkbox"/>	
Wright	John	Schoolcraft College	<input type="checkbox"/>	
Zdrodowski	Michelle	Great Lakes Water Authority	<input type="checkbox"/>	

Meeting Date: 11/20/19

Name	Community	Attended	Initials
Rebecca Runkel	Novi	<input checked="" type="checkbox"/>	LR
Stephanie Petriello	HRC	<input checked="" type="checkbox"/>	SP
Shawn Duke	CARDNO	<input checked="" type="checkbox"/>	SD
JAY JAMES	CARDNO	<input checked="" type="checkbox"/>	SD
Kelley Junco	Road Commission	<input checked="" type="checkbox"/>	KR
Jack Coltrane	EGL	<input checked="" type="checkbox"/>	KR
Samuel Smith	Orchard Lake	<input checked="" type="checkbox"/>	SS
		<input type="checkbox"/>	
Marty Henges	EGL	<input type="checkbox"/>	
Kelly Cave		<input type="checkbox"/>	
Danny	FOTR	<input type="checkbox"/>	
Bill Chasny	BRIAC	<input type="checkbox"/>	
Andrew	FOTR	<input type="checkbox"/>	
	Wayne	<input type="checkbox"/>	WR
Laura	FOTR	<input type="checkbox"/>	
Melitt	FOTR	<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	



Working together, restoring the river

**Full ARC Meeting
March 30, 2020
1:30 p.m. - 3:00 p.m.**

2. Executive Director Report – ARC Staff

- a. MS4 Update - A. DeMaria
- b. Call for Projects - A. DeMaria
- c. Grant Status Report - J. O'Meara

ONGOING ARC GRANT PROJECTS STATUS – 3/16/2020

SAW Grant: Monitoring and Stormwater Management Planning

- ARC's final reimbursement request on hold until permits are issued (\$22,294.08).

EPA Wayne County Rouge AOC Habitat Projects

- **Henry Ford Estate Dam Fish Passage**
 - Work was ongoing until beginning of March 2020. Work has stopped until May/June 2020 and will finish up by August 1. Lowering of the water control will not take place for at least one year.
- **Oxbow Phase III Implementation**
 - Work completed other than maintenance which will be done through July 2020.

EPA Rouge River AOC Habitat Restoration Design- Tamarack/Fish Hatchery (\$583,220)– The ARC received a grant from EPA for design engineering for the restoration of Tamarack Creek/wetland and habitat restoration on Johnson Creek at Fish Hatchery Park. These two priority projects were considered the next one that would have significant impact on the removal of the BUIs in the Rouge AOC.

- | | |
|--|--|
| <ul style="list-style-type: none"> • Tamarack Wetland and Creek Restoration <ul style="list-style-type: none"> ○ Property owners' meetings ○ MDOT meeting ○ 75% design completed ○ Anticipated bidding Aug 2020 | <ul style="list-style-type: none"> • Johnson Creek Fish Hatchery Restoration <ul style="list-style-type: none"> ○ Design completed ○ EGLE permit received ○ Project to be bid April 2020 |
|--|--|

EPA Rouge River AOC Habitat Restoration Implementation - Tamarack/Fish Hatchery (\$3,308,139)

The ARC has received from EPA the grant for Johnson Creek and Tamarack Implementation. QAPP was submitted to EPA. Anticipate construction of Johnson Creek to start in May/June 2020 and Tamarack Creek in September/October 2020.

EPA Rouge River AOC Seeley Creek Habitat Restoration (\$815,000)

The ARC has received from EPA of award of the grant for Seeley Creek in Farmington Hills.

- After the QAPP was completed and approved, topographical survey was completed in early December 2019
- Desk top T&E Review was conducted in January 2020
- Started existing conditions hydraulic analysis in February 2020
- Stream assessment, habitat assessment, and wetland delineation March 2020
- Design anticipated August 2020

GRANTS AWARDED

EGLE Rouge River AOC PAC Support (\$75,000)

EGLE awarded a grant to the ARC to continue coordination role for RRAC and development of the AOC habitat list project narratives. Also included in this grant are fish surveys in 2020/2021 and fall macroinvertebrate surveys in 2020/2021 to be completed by FOTR.

Wayne County EPA Rouge River AOC Wayne County Parks Habitat Restoration Design project (\$731,000)

Wayne County received a GLRI grant to complete the design on 5 AOC habitat projects located within Wayne County Parks. Wayne County has initiated an IAA with the ARC to complete this work. Work will begin in April 2020.

GRANTS SUBMITTED

EPA Rouge River AOC – Venoy & Colonial Habitat Restoration (\$1,834,000)

EPA has notified the ARC that it intends to award the ARC a \$1,834,000 GLRI grant: EPA Rouge River AOC – Venoy & Colonial Habitat Restoration. The ARC has currently been asked by EPA to prepare and submit the official grant documentation so that the grant can begin May 15, 2020. This grant will be for the management, design and implementation of 2 Rouge AOC habitat restoration projects. These projects include wetland restoration, reforestation, and installation of fish habitat structures.



Working together, restoring the river

**Full ARC Meeting
March 30, 2020
1:30 p.m. - 3:00 p.m.**

3. Treasurers/Finance Committee Report

- a. Open ARC Treasurer position - B. Siedlaczek, Interim Treasurer
- b. 2019 Audit - C. O'Meara
- c. 2020 A/R, A/P & Profit/Loss Report - C. O'Meara

12:17 PM

03/25/20

Alliance of Rouge Communities
A/R Aging Summary
 As of March 25, 2020

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Canton Township	0.00	34,079.00	0.00	0.00	0.00	34,079.00
Livonia	0.00	35,585.00	0.00	0.00	0.00	35,585.00
MDEQ SAW Grant	0.00	0.00	0.00	0.00	22,294.08	22,294.08
Melvindale	0.00	3,281.00	0.00	0.00	0.00	3,281.00
Northville Township	0.00	13,031.00	0.00	0.00	0.00	13,031.00
Redford Township	0.00	14,496.00	0.00	0.00	0.00	14,496.00
Wayne County Airport Auth...	0.00	0.00	0.00	0.00	0.00	0.00
Wayne County DOE	0.00	90,914.51	0.00	0.00	0.00	90,914.51
TOTAL	<u>0.00</u>	<u>191,386.51</u>	<u>0.00</u>	<u>0.00</u>	<u>22,294.08</u>	<u>213,680.59</u>

12:18 PM

03/25/20

Alliance of Rouge Communities

A/P Aging SummaryAs of March 25, 2020

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Next Day Flyers	0.00	0.00	0.00	0.00	-0.53	-0.53
TOTAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-0.53</u>	<u>-0.53</u>

12:16 PM

03/25/20

Accrual Basis

Alliance of Rouge Communities

Profit & Loss Budget vs. Actual

February through December 2020

	Feb - Dec 20	Budget
Ordinary Income/Expense		
Income		
47200 · Program Income		
4790 · 2020 ARC Membership Dues	170,095.00	330,143.00
Total 47200 · Program Income	170,095.00	330,143.00
48000 · Grants		
48913 · GLC PAC Supt 11 RRAC Fac 20-22	0.00	40,000.00
60665 · WC EPA1 HFE Fishway	0.00	45,000.00
60666 · WC EPA2 Oxbow Phase 3	0.00	2,500.00
60666.1 · WC EPA3 AOC Parks Habitat R...	0.00	731,000.00
60667 · EPA3 Tamarack/Johnson Creek	70,752.49	175,000.00
60667.1 · EPA4-Implement Tam/Johnson...	4,445.00	2,000,000.00
60667.2 · EPA5-Seeley Creek Hab Res	4,927.50	115,000.00
Total 48000 · Grants	80,124.99	3,108,500.00
Total Income	250,219.99	3,438,643.00
Expense		
60400 · ARC Awards and Grants		
60410 · Executive Director Services		
60410.2 · 101 Program Support	7,698.81	62,100.00
60410.3 · 102 MGT Admin & Financial	6,821.36	53,800.00
60410.4 · 103 Funding - grants	4,005.00	11,840.00
Total 60410 · Executive Director Services	18,525.17	127,740.00
60420 · Public Involv. & Education Com.		
60420.1 · PIE1-Col PEP/PPP Annual act.	12,920.43	53,780.00
60420.2 · PIE2-Col PEP/PPP 5yr activit...	7,449.65	29,580.00
Total 60420 · Public Involv. & Education ...	20,370.08	83,360.00
60430 · Technical Committee		
60430.5 · IDEP Investigations	2,726.05	30,000.00
60432.1 · TC1-Col IDEP/TMDL annual	6,022.50	20,800.00
60432.2 · TC2-Col IDEP/TMDL 5yr	11,115.00	10,280.00
Total 60430 · Technical Committee	19,863.55	61,080.00
Total 60400 · ARC Awards and Grants	58,758.80	272,180.00
604608 · SPAC11 RRAC FACilitation 2020	0.00	40,000.00
606651 · WC EPA1 HFE Fishway	32,437.78	45,000.00
606652 · WC EPA2 Oxbow Phase 3	543.75	2,500.00
606653 · EPA3 Tamarack/Johnson Creek	70,752.49	175,000.00
606655 · EPA5-Seeley Creek Hab Restor.	4,927.50	115,000.00
606656 · EPA4-Implement Tam/Johnson Crk	4,445.00	2,000,000.00
606657 · WC EPA3 AOC Parks Habitat Rest.	0.00	731,000.00
60900 · Business Expenses	4.00	
62100 · Contract Services		
62110 · FC1-Accounting Fees	247.00	18,000.00
62140 · FC1-Legal Fees	0.00	1,000.00
65120 · FC2-Insurance - D&O	0.00	1,000.00
65121 · Mailbox and web hosting fee	69.90	1,500.00
Total 62100 · Contract Services	316.90	21,500.00
Total Expense	172,186.22	3,402,180.00
Net Ordinary Income	78,033.77	36,463.00
Net Income	78,033.77	36,463.00



**Full ARC Meeting
March 30, 2020
1:30 p.m. - 3:00 p.m.**

3. **Treasurers/Finance Committee Report - C. O'Meara**
 - d. 2020 & 2021 planned 2% dues increase

ARC MEMBER 2021 DUES INCREASE

Community/County	2018 Dues	2019 2% increase	2019 Dues	2020 2% increase	2020 Dues	2021 2% increase	2021 Dues
Canton Twp.	\$32,756	\$655	\$33,411	\$668	\$34,079	\$682	\$34,761
Dearborn Heights	\$10,605	\$212	\$10,817	\$216	\$11,033	\$221	\$11,254
Garden City	\$7,686	\$154	\$7,840	\$157	\$7,997	\$160	\$8,156
Inkster	\$6,794	\$136	\$6,930	\$139	\$7,068	\$141	\$7,210
Livonia	\$34,203	\$684	\$34,887	\$698	\$35,585	\$712	\$36,296
Melvindale	\$3,154	\$63	\$3,217	\$64	\$3,281	\$66	\$3,347
Northville	\$2,016	\$40	\$2,056	\$41	\$2,097	\$42	\$2,139
Northville Twp.	\$12,525	\$251	\$12,776	\$256	\$13,031	\$261	\$13,292
Plymouth	\$2,667	\$53	\$2,720	\$54	\$2,775	\$55	\$2,830
Plymouth Twp.	\$12,460	\$249	\$12,709	\$254	\$12,963	\$259	\$13,223
Redford Twp.	\$13,933	\$279	\$14,212	\$284	\$14,496	\$290	\$14,786
Romulus	\$2,548	\$51	\$2,599	\$52	\$2,651	\$53	\$2,704
Van Buren Twp.	\$7,982	\$160	\$8,142	\$163	\$8,304	\$166	\$8,471
Wayne	\$5,907	\$118	\$6,025	\$121	\$6,146	\$123	\$6,269
Westland	\$23,794	\$476	\$24,270	\$485	\$24,755	\$495	\$25,250
Wayne County	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Auburn Hills	\$320	\$6	\$326	\$7	\$333	\$7	\$340
Beverly Hills	\$3,421	\$68	\$3,489	\$70	\$3,559	\$71	\$3,630
Bingham Farms	\$772	\$15	\$787	\$16	\$803	\$16	\$819
Birmingham	\$3,737	\$75	\$3,812	\$76	\$3,888	\$78	\$3,966
Bloomfield Hills	\$3,053	\$61	\$3,114	\$62	\$3,176	\$64	\$3,240
Bloomfield Twp.	\$18,993	\$380	\$19,373	\$387	\$19,760	\$395	\$20,156
Commerce Twp.	\$659	\$13	\$672	\$13	\$686	\$14	\$699
Farmington	\$3,112	\$62	\$3,174	\$63	\$3,238	\$65	\$3,302
Farmington Hills	\$29,922	\$598	\$30,520	\$610	\$31,131	\$623	\$31,753
Franklin	\$1,798	\$36	\$1,834	\$37	\$1,871	\$37	\$1,908
Lathrup Village	\$1,436	\$29	\$1,465	\$29	\$1,494	\$30	\$1,524
Novi	\$19,963	\$399	\$20,362	\$407	\$20,770	\$415	\$21,185
Rochester Hills	\$2,293	\$46	\$2,339	\$47	\$2,386	\$48	\$2,433
Southfield	\$21,532	\$431	\$21,963	\$439	\$22,402	\$448	\$22,850
Troy	\$5,294	\$106	\$5,400	\$108	\$5,508	\$110	\$5,618
Walled Lake	\$905	\$18	\$923	\$18	\$942	\$19	\$960
Wixom	\$642	\$13	\$655	\$13	\$668	\$13	\$681
Oakland County	\$0	\$0	\$0	\$0	\$0	\$0	\$0
West Bloomfield Twp.	\$14,754	\$295	\$15,049	\$301	\$15,350	\$307	\$15,657
Oak Park	\$182	\$4	\$186	\$4	\$189	\$4	\$193
Orchard Lake	\$140	\$3	\$143	\$3	\$146	\$3	\$149
Henry Ford Community College	\$900	\$18	\$918	\$18	\$936	\$19	\$955
University of Michigan-Dearborn	\$900	\$18	\$918	\$18	\$936	\$19	\$955
Schoolcraft College					\$936	\$19	\$955
WCAA	\$2,719	\$54	\$2,773	\$55	\$2,829	\$57	\$2,885
Washtenaw County	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$316,476	\$6,330	\$322,807	\$6,456	\$330,199	\$6,604	\$336,803



**Full ARC Meeting
March 30, 2020
1:30 p.m. - 3:00 p.m.**

3. Treasurers/Finance Committee Report - C. O'Meara

- e. Revision to Accounting Procedures Manual

Accounts Receivable

For each grant, contract, membership or other agreement, the Executive Director will designate the staff responsible for preparation of invoices, payment requests, or reports necessary to secure payment to ARC. The following procedures ensure that all requests for funds are properly recorded and tracked.

- Generally, the Administrative Coordinator processes invoices to partner agencies and members, with copies provided to the Treasurer.
- The Administrative Coordinator prepares requests for funds from other agencies.
- Billings to funding agencies or members are entered as revenue/receivable when sent out to the agencies or members.
- Aged receivables are reviewed by Finance Committee.
- Write-offs of uncollectible receivables must be approved by the Treasurer and documented through the general journal entry for each write-off.
- Accounts receivable are reviewed by the Treasurer and Administrative Coordinator annually to ensure that receivables have a reasonable expectation of being collected and any necessary steps are to taken to ensure collection. If there is no reasonable expectation of collection, a decision is made on what action to take.

OTHER FINANCIAL SAFEGUARDS**Travel**

The ARC travel policy will be used and requires that sound business judgment is used in both determining the need for travel on behalf of the ARC, as well as in expending financial resources when travel is necessary. This travel policy will apply to any ARC-funded travel outside of the general boundaries of the Rouge River Watershed conducted by ARC members, Executive Director Staff or contractors.

Allocation of Costs

All programs will be charged their fair share of the costs whose benefits are not readily identifiable with a specific program or funding source but are necessary to the general operation of the organization.

Beginning, January 1, 2018, the costs of providing program and other activities will be summarized on a functional basis. Expenses that can be identified with a specific program will be charged directly to that program. Program expenses that cannot be identified with a specific program will be allocated. For 2018, executive director services are allocated based on the budget for these services and any operating expenses that benefit more than one cost center (program, management & general, and fundraising) will be allocated based on the ratio of program executive director services to total executive director services. This will be done at the end of 2018 by the Administrative Coordinator.

Property, Inventory and Control

The ARC does not own any real property or equipment. However, in the event any real property or equipment is procured with ARC funds or with grant funds from the U.S. Environmental Protection Agency (EPA), or other federal agencies, the ARC Property Management Policy will be followed.

Management Override of Policies or Procedures

If a member of the ARC staff or member community suspects that a high-level member within the ARC or Executive Director Staff is attempting to override established policies, procedures or procurement controls for personal gain or advantage, it should be reported to the ARC Chair or other officer. Any information reported will be kept confidential.

Audits

The ARC is required to have an annual audit. Periodically, as determined by the Board, a Request for Proposal is sent to audit firms qualified to provide the type of audit that meets the ARC and/or funder need. The Audit Committee is responsible for soliciting bids, interviewing firms and making the recommendation to the Executive Committee when selecting the firm to be awarded the audit contract. Acceptance of the audit contract will be evidenced by a signed audit engagement letter that contains the type of service to be provided, the timeframe for providing the service, the cost for the service including incidental expenses, the term of the engagement and a clause stating “if unanticipated issues arise during the course of the audit that will result in additional fees, the audit firm will notify the Audit Committee for approval prior to incurring additional costs”.

The audit is reviewed in detail by the Audit Committee, but presented to the Executive Committee by the auditor and accepted by the Full ARC based upon recommendation by the Audit Committee.



**Full ARC Meeting
March 30, 2020
1:30 p.m. - 3:00 p.m.**

- 3. Treasurers/Finance Committee Report - A. DeMaria**
 - f. 2020 Budget Adjustments & Amendments
 - i. Adjustments for multi-year grants

Alliance of Rouge Communities **DRAFT 2020 Budget**

APPROVED: 11/20/2019
AMENDMENTS:

2020 Anticipated Dues from Communities	\$330,143 ⁽¹⁰⁾	TOTAL 2020 ARC FUNDING	\$428,394
Rollover funds from 2019 (estimate) ⁽³⁾	\$98,251	TOTAL 2020 OUTSIDE FUNDING	\$3,147,000
Total ARC Dues Available	\$428,394	TOTAL 2020 FUNDING	\$3,575,394
2020 ARC Activities Budgeted	\$293,680	TOTAL 2020 ACTIVITY COST (Committee & Grants)	\$3,440,680
2020 estimated balance (estimated 2021 rollover)	\$134,714	TOTAL 2020 ESTIMATED BALANCE (ALL SOURCES)	\$134,714

Note ⁽³⁾: in 2019 \$50,000 was put aside for future use to meet sampling requirements and is not included on this budget.

		Funding Source								
Proposed ARC Budget Items	Activity Cost	ARC Dues						Other Source/Match	"Provider" Using Budget (1)	
Organization Committee										
OC1 Executive Director Operational Services										
101-Program	\$ 62,100	\$ 62,100							ED	
102-Management	\$ 53,800	\$ 53,800							ED	
103-Fundraising	\$ 11,840	\$ 11,840							ED	
ARC Operations - Direct Expenses	\$ 1,500	\$ 1,500							ARC	
Organization Committee Total	\$ 129,240	\$ 129,240								
Finance Committee										
FC1 Accounting/Legal Services	\$ 19,000	\$ 19,000							ARC	
FC2 ARC Insurance	\$ 1,000	\$ 1,000							ARC	
Finance Committee Total	\$ 20,000	\$ 20,000								
ARC Operational Services Total	\$ 149,240	\$ 149,240								
Public Education and Involvement Committee										
PIE1 Collaborative PEP/PPP Annual permit activities	\$ 29,780	\$ 29,780							ED	
Watershed Monitoring	\$ 10,000	\$ 10,000							FOTR	
Printing and Reporting	\$ 14,000	\$ 14,000							ARC/FOTR/SEMCOG	
PIE2 Collaborative PEP/PPP -5yr Permit Cycle activities	\$ 23,270	\$ 23,270							ED	
Permit Cycle Support	\$ 6,310	\$ 6,310							ED/ARC/FOTR	
PIE Committee Total	\$ 83,360	\$ 83,360						\$ -		
Technical Committee										
TC1 Collaborative IDEP/TMDL annual permit activities	\$ 20,800	\$ 20,800							ED	
IDEP Investigation ⁽⁹⁾	\$ 71,000	\$ 30,000					\$41,000		WC/Outside	
TC2 Collaborative IDEP/TMDL 5yr permit cycle activities (1/5)	\$ 10,280	\$ 10,280							ED	
Technical Committee Total	\$ 102,080	\$ 61,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,000		
Total Amount Requested by All Committees	\$ 334,680	\$ 293,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,000		
Grants (2)	Activity Cost	ARC Match Dues	SPAC Grant	USFS	EPA	Wayne County	Other Source/Match	Outside Funding		
SPAC11 ⁽⁶⁾	RRAC – Facilitation, habitat & fish thru 2/28/22	\$40,000	\$0	\$40,000						
WCEPA1 ⁽⁸⁾	HFE Dam Fishway Implementation thru 8/1/21	\$45,000	\$0			\$45,000				
WCEPA3 ⁽⁵⁾	AOC WC Parks Habitat Restoration thru 12/31/20	\$731,000	\$0			\$731,000				
EPA3	Rouge AOC Habitat Tamarack & JC Hatchery Design thru 7/31/20	\$175,000	\$0		\$175,000					
EPA4 ⁽⁶⁾	Rouge AOC Habitat Restoration Implementaion - Tamarack/Johnson thru 12/31/21	\$2,000,000	\$0		\$2,000,000					
EPA5 ⁽⁷⁾	Rouge AOC Seeley Creek Habitat Restoration thru 10/29/21	\$115,000	0		\$115,000					
Total Other Grants:	\$3,106,000	\$0	\$40,000	\$0	\$2,290,000	\$776,000	\$0			
TOTAL OUTSIDE FUNDING										
			\$40,000	\$0	\$2,290,000	\$776,000	\$41,000	\$3,147,000		

TOTAL ARC DUES AVAILABLE	\$428,394
TOTAL ACTIVITIES BUDGETED	\$293,680
Available Unallocated ARC Budget (total income minus total ARC Dues budget)	\$ 134,714

Notes

- (1) ED - Executive Director Services, WC - Wayne County, OC - Oakland County, FOTR - Friends of the Rouge, SEMCOG.
- (2) Dollar amounts may be adjusted throughout the year as they are estimates of what will be spent during the budget year.
- (3) In 2019 \$50,000 was put aside for future use to meet sampling requirements and is not included on this budget.

Budget Amendments/Adjustments

3/30/2020

(4)	3/30/20 BUDGET AMENDMENT: ADDING SPAC11 - total award is \$75,000. \$40,000 budgeted for 2020 and remaining \$35,000 will be budgeted for 2021
(5)	3/30/20 BUDGET AMENDMENT: ADDING WCEPA3 - total award is \$731,000 budgeted for 2020
(6)	3/30/20 BUDGET ADJUSTMENT: To correct budget to \$2,000,000 available in 2020 and the remaining \$1,308,139 will be budgeted in 2021
(7)	3/30/20 BUDGET ADJUSTMENT: To correct budget to \$115,000 available in 2020 and the remaining \$700,000 will be budgeted in 2021
(8)	3/30/20 BUDGET ADJUSTMENT: To correct budget to \$45,000 available in 2020 and the remaining \$5,000 will be budgeted in 2021
(9)	3/30/20 BUDGET ADJUSTMENT: To reduce Wayne Co.'s budget and increase the match provided by Wayne Co.
(10)	3/30/20 BUDGET ADJUSTMENT: Dues increase with the addition of Schoolcraft College



**Full ARC Meeting
March 30, 2020
1:30 p.m. - 3:00 p.m.**

- 3. Treasurers/Finance Committee Report - J. O'Meara**
 - f. 2020 Budget Adjustments & Amendments
 - ii. SPAC11 EGLE RRAC 2020-2021 Support Grant



Working together, restoring the river

ALLIANCE OF ROUGE COMMUNITIES FINANCE COMMITTEE

2020 BUDGET AMENDMENT: Finance Committee Amendment FC1

REQUEST DATE: February 18, 2020

LINE ITEM: SPAC11 EGLE RRAC 2020-2021 Support Grant

COMMITTEE MAKING REQUEST: Finance Committee

BACKGROUND: The ARC has been given a grant from EGLE (AREA OF CONCERN GLRI GRANT AGREEMENT-attached) to support the RRAC. This grant is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is Great Lakes Program and the CFDA number is 66.469. The federal grant number is GL00E02481. This grant will continue general business activities of RRAC, continued development of Area of Concern (AOC) list habitat project descriptions, conduct macroinvertebrate sampling, and sampling for fish in the Rouge River AOC.

The total compensation for this scope of services is \$75,000. The ARC will be reimbursed by EGLE for 100% of this cost with no match requirement.

DESCRIPTION OF ANTICIPATED ACTIVITIES: The ARC will provide general business activities for RRAC that include the support and facilitation of RRAC meetings, maintaining the RRAC website, and conducting other administrative duties of the RRAC. This grant will provide continued development of more in-depth project description sheets for the Rouge AOC Habitat Restoration List Projects. This is the OGL approved list of priority projects that need to be completed in order to remove the Fish and Wildlife Habitat beneficial use impairment (BUI). Also, this project would continue the work to characterize the Rouge fish and macroinvertebrate community.

Task 1 – RRAC Business Facilitation

- **RRAC Meeting** - ARC staff will facilitate and support the activities of the RRAC. This will include the planning and facilitation of 7 regular RRAC meetings, preparation and distribution meeting agendas and summaries, and other activities needed for the RRAC to fulfill its mission as a public advisory group.
- **Web Site** - ARC staff will continue maintaining the RRAC web page.
- **EGLE Reporting** - The ARC will prepare and submit narrative and financial status.

Task 2 – AOC Habitat Project Descriptions

- **Descriptions Development** - The ARC, with the support of RRAC members, will develop more in-depth project descriptions for up to 8 projects on the Habitat Restoration Project List. The project descriptions will include updated background, photos, maps, amount of habitat to be restored (Ex: linear feet of shoreline or stream, acres of wetland, etc.), and preliminary cost estimate. The project list will be used by EPA and OGL in order to plan funding priorities for the AOC and for seeking future grants and local match.
- **Agency Communication** - ARC and RRAC will communicate as needed with OGL and EPA regarding the projects on the list.

Task 3 - Monitoring

- **Develop and submit QAPP** - FOTR will develop a QAPP for benthic macroinvertebrate monitoring and fish surveys based on the previously approved QAPPs for both. It will be submitted for approval and revised to meet reviewer specifications prior to any survey work.
- **Fish Monitoring** - FOTR will conduct fish sampling using seine nets at 20 sites in the spring/summer 2020 and spring/summer 2021 following the approved QAPP.
- **Benthic Macroinvertebrate Monitoring** - FOTR will utilize trained volunteers and staff to collect benthic macroinvertebrate data at a minimum of 25 or more stream sites in the Fall of 2020 and 2021 following the QAPP for sampling.
- **Reporting** - FOTR will compile all benthic macroinvertebrate and fish data and provide a report to RRAC, the ARC, EGLE, volunteers and on the FOTR website.

RATIONALE: The 2020 budget must be adjusted to reflect this additional funding.

BUDGET: This amendment adds the EGLE RRAC 2020-2021 Support Grant Project (total award is \$75,000) budget line to the 2020 ARC Budget with funding of \$40,000 anticipated for 2020 and the remaining amount of \$35,000 anticipated in 2021. No match is required.

PERSON/AGENCY RESPONSIBLE FOR IMPLEMENTATION: Work will be completed by the ARC Staff and Friends of the Rouge (FOTR).



**AREA OF CONCERN GLRI GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND ALLIANCE OF ROUGE COMMUNITIES**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division (WRD) ("State"), and **Alliance of Rouge Communities** ("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 Great Lakes Restoration Initiative (GLRI), 2019 and Public Act 57. Legislative appropriation of Funds for grant assistance is set forth in 2019 and Public Act 57. This Agreement is subject to the terms and conditions specified herein.

Project Name: Rouge River AOC PAC
Support

Amount of grant: \$75,000.00

Amount of match: \$ = 0%

Start Date: February 1, 2020

GRANTEE CONTACT:

Chris O'Meara

Name/Title

Alliance of Rouge Communities

Organization

46036 Michigan Ave. Suite 126

Address

Canton, MI 48188

Address (Please include nine-digit zip code)

248-662-0498

Telephone number

comeara@ectinc.com

E-mail address

CV0007236

001

Sigma Vendor ID

Address ID

22-3931720

Federal ID number – (required for Federal Funding)

833162139

Grantee DUNS number – (Required for Federal Funding)

Project #: 2020-2505

% of grant state \$0 / % of grant federal 100

Project Total: \$75,000 (grant plus match)

End Date: February 28, 2022

STATE'S CONTACT:

Jennifer Tewkesbury

Name/Title

EGLE, WRD, Great Lakes Management Unit

Division/Bureau/Office

525 West Allegan, P.O. Box 30028

Address

Lansing, Michigan 48909-7528

Address

517-897-3257

Telephone number

517-335-4053

Fax number

TewkesburyJ@Michigan.gov

E-mail address

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:

Robert A. Belair II

Signature

Robert Belair / ARC Grant Representative

Name/Title

February 4, 2020

Date

FOR THE STATE:

Teresa Seidel

Signature

Teresa Seidel, Director, WRD, EGLE

Name/Title

2/7/2020

Date

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 time 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 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
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 10*
October 1 – December 31	January 31

*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. All required supporting documentation (invoices, etc.) for expenses must be included with the report.

The recipient agrees to submit performance reports that include brief information on each of the following areas : 1) A comparison of actual accomplishments to the outputs/outcomes established

in the assistance agreement work plan for the period; 2) The reasons why established outputs /outcomes were not met; and 3) Additional pertinent information , including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform the State as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs /outcomes specified in the assistance agreement work plan are known.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee must provide a draft final report 10 days prior to the end date of the agreement. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

Final Report: The Final Report shall incorporate project outputs and summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected, and results achieved. Results shall include the cumulative results achieved during the project period for all applicable GLRI Action Plan II measures. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date. All work products shall carry attribution to the State of Michigan and U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

- A database (Excel or similar format) of field and laboratory data including but not limited to latitude-longitude, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates
- Model files including input -output data, model code, model output, and peripheral and post-processing utilities.

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

(D) If 15 percent (15%) 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 grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant 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 grant.

(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 the grant.

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 grant 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 regarding 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. NON-DISCRIMINATION

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 OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with 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, then 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, MCL 4.415(2). "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/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 1185; 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 (5) 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 the 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 (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) An amount equal to **10 percent (10%)** of the grant award or **\$7,500** will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the 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 the 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 the Agreement, or with 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, or 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 or 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; or
- 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 a 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 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 MCL 129.312.

XXIII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order, or subpoena.

XXIV. PREVAILING WAGE

This project is subject to the Davis-Bacon Act, 40 U S C 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, repair (including painting and decorating) of public buildings or works.

XXV. QUALITY ASSURANCE/QUALITY CONTROL

A project-specific Quality Assurance Project Plan (QAPP) must be implemented in accordance with guidance provided by the EGLE project administrator. The Grantee must assist in QAPP revisions throughout the grant period, as needed.

XXVI. PREVENTING SPREAD OF INVASIVE SPECIES

The Grantee, their contractors, and volunteers will take steps to minimize the risk of spreading terrestrial and aquatic invasive species during this project and will take measures to prevent spread, where feasible. Selection of project-appropriate measures should be dependent on the type of work being conducted and the specific situation. Examples of such measures may include:

- Avoiding infested areas when possible.
- Conducting field work in upstream areas before downstream areas to decrease the likelihood of carrying species further up into the watershed or visiting highest quality/least invaded sites before invaded sites during a trip.
- Performing basic decontamination steps such as:
 - Visually inspecting and removing any plants or mud from footwear (boots, hip-boots, and waders).
 - Visually inspecting and removing and properly disposing of any plants and mud from field equipment (nets, shovels, rakes, etc.) and vehicles (cars, boats, ATVs, etc.).
 - Draining all water from boats (motor, live well, bilge, transom well) and equipment, prior to leaving the site and before entering a new waterbody.
 - Thoroughly drying boats and equipment (5-7 days, if possible) between sites.
 - Disinfecting boats and equipment between sites (e.g. diluted bleach solution, heated pressure washer). Disinfection should be conducted away from surface waters, where the disinfecting solution will not enter any storm sewers and/or surface waters.

- Typical diluted bleach solution treatment is ½ cup (4 fluid ounces) bleach to 5 gallons of water, applied by spraying or sponge so surface is thoroughly exposed to bleach solution for 10 minutes.
- Typical heated pressure wash is 140° water temperature, sprayed for 5-10 seconds.
 - Thoroughly washing vehicles and boats between sites (e.g. drive-through car wash).
- Using only native plants and seed for restorations and best management practices.

If invasive aquatic or terrestrial plants are collected from a site, the grantee will take steps to minimize the spread of these species. Dispose of invasive plant material by bagging and transporting to a landfill, composting, or burning, as appropriate and in compliance with local and state laws.

The Water Resources Division is asking all grantees to be on the lookout for invasive species that have limited distribution or are not yet to be known to be established in Michigan. A “Watch List” of Michigan’s high priority aquatic invasive species along with how to report sightings can be found at www.michigan.gov/aquaticinvasives.

XXVII. FEDERAL FUNDING REQUIREMENTS

A maximum of **\$75,000** or **100 %** of total disbursements, is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is Great Lakes Program and the CFDA number is 66.469. The federal grant number is GL00E02481. The Grantee agrees to fulfill conditions that the Federal Government has imposed on the State as a condition of Federal funding as indicated herein and in all appendices. By accepting this Agreement, the Grantee shall comply with all applicable Federal statutes and regulations in effect with respect to the period during which it receives grant funding. These regulations include, but are not limited to, the following:

(A) Single Audit. Grantees spending \$750,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with 2 CFR 200.501(a). This audit must be performed and submitted to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>) within nine months from the end of the grantee's fiscal year, or 30 days after receiving the report from the auditors. It is the responsibility of the Grantee to report the expenditures related to this grant on the Grantee's annual Schedule of Expenditures of Federal Awards. **Please fill out attached Certification of Federal Audit Requirements form and return with this signed Agreement.**

(B) The Grantee will comply with the **Hatch Political Activity Act**, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title IV (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

(C) Payment to consultants. USEPA participation in the salary rate (excluding overhead) paid to individual consultants by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2019, the limit is \$638.24 per day and \$79.78 per hour. This rate does not include transportation and subsistence costs for travel performed. (The recipient will pay these in accordance with their normal travel reimbursement practices.)

Subrecipients with firms for services that are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the Agreement provided the recipient with responsibility for the selection, direction, and control of the individuals

who will be providing services under the Agreement at an hourly or daily rate of compensation.
See 2 CFR 1500.9

(D) Minority Business Enterprises (MBE)/Women's Business Enterprises (WBE) Requirements and Disadvantage Business Enterprise Rule (DBE).

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category.

The subrecipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable.

When completing the annual report, subrecipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, subrecipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 20th of each year. Final reports are due by October 20th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Subrecipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form. MBE/WBE reports should be sent to:

EGLE WRD Admin
PO Box 30458
Lansing, MI 48909-7958

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C detailed below.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under the USEPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are fully made aware of contracting opportunities practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

(E) Civil Rights. The Grantee agrees to comply fully with applicable civil rights statutes.

(F) Subawards. The grantee agrees to:

- (1) Establish all subaward agreements in writing;
- (2) Ensure that any subawards comply with the standards in 2 CFR 200 Subpart D and are not used to acquire commercial goods or services for the recipient;
- (3) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (4) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (5) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (6) Obtain EGLE's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (7) Obtain approval from EGLE for any new subaward work that is not outlined in the approved work plan.
- (8) Be responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

(G) Conflict of Interest Notification. Grantees will contact their EGLE Project Administrator within 5 days of becoming aware of a conflict of interest. A conflict of interest is an actual or potential situation that undermines or may undermine, the impartiality of an individual or entity because their self-interest conflicts, or may conflict, with their duty and obligations in performing a grant. The term also includes situations that create, or may create, an unfair competitive advantage, or the appearance of such, for an applicant in competing for a grant.

(H) Copyrighted Materials. In accordance with 2 CFR 200.315, the USEPA has the right to reproduce, publish, use, and authorize others to reproduce, publish, and use copyrighted works or other data developed under this assistance agreement for Federal purposes. Examples of Federal purpose include but are not limited to:

- (1) Use by the USEPA and other Federal employees for official Government purposes;
- (2) Use by Federal contractors performing specific tasks for the Government;
- (3) Publication in USEPA documents provided the documents do not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise;
- (4) Reproduction of documents for inclusion in Federal depositories;
- (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with the USEPA to carry out a national environmental program within their jurisdiction; and
- (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of the USEPA's authorization to the grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that the USEPA may authorize other grantee(s) to use the copyrighted works or other data developed under this grant as a result of a. the selection of another grantee by the USEPA to perform a project that will involve the use of the copyrighted works or other data or; b. termination or expiration of this agreement. In addition, the USEPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

(J) Electronic and Information Technology Accessibility. Grantees developing electronic and information technology products, which includes but is not limited to information kiosks and Worldwide Websites, must meet accommodation standards in Section 508 of the Rehabilitation Act, 36 CFR Part 1194, unless such causes undue hardship to the entity involved.

(K) Light Refreshments and/or Meals. The Grantee agrees to obtain prior approval from the EGLE project administrator for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The Grantee must send requests for approval to the EGLE Project Administrator and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s).
- (2) A description of the purpose, agenda, location, length and timing for the event.
- (3) An estimated number of participants in the event and a description of their roles.

The USEPA funding for meals, light refreshments and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if the USEPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

(L) Drug-Free Workplace. The recipient organization of this USEPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 28 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards and keep this information on file during the performance of the award.

(M) Hotel-Motel Fire Safety. Pursuant to 15 USC 2225a, if applicable and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance.

(N) Recycled Paper. When directed to provide paper documents, the recipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this agreement and delivered to the USEPA. This requirement does not apply to reports prepared on forms supplied by the USEPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

(O) Recycled Products. Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals, and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain

items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period; fail to meet reasonable performance standards; or are only available at an unreasonable price.

(P) Trafficking. Grantees, contractors, and subcontractors may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of the grant or subcontracts.

(Q) Permits. The grantee must obtain all necessary permits prior to implementation of any grant funded activity that may fall under applicable federal, state or local laws. The grantee must keep documentation regarding necessary permits in their project files.

(R) Geospatial Data Standards. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.

(S) Competency of Organizations Generating Environmental Measurement Data.

In accordance with Agency Policy Directive Number FEM -2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at: <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf>.

(T) Executive Pay. Grantees whose gross income in the previous tax year was \$300,000 or more will verify in writing to the EGLE Project Administrator that they are exempt from reporting total compensation of Executives required under the federal Transparency Act, as defined in 2 CFR 170.320. This verification is due by the end of the month following the month the EGLE made the grant award. In so doing, the grantee is stating that:

1. They did not in the preceding tax year receive:
 - 80 percent or more of their annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act; and
 - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act; and
2. The public has access to information about the compensation of executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986.

(U) Management Fees. Consistent with the USEPA's prohibition on management fees, the Grantee will not include management fees in project budgets. Such fees or similar charges refer to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs not allowable under the agreement.

(V) Patents and Inventions. Rights to inventions made under this agreement are subject to federal patent and licensing regulations which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Pursuant to Bayh-Dole Act (set forth in 35 USC 200-212), the USEPA and EGLE retain the right to worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.go>. Annual utilization reports must be submitted through the system. The grantee is required to notify the EGLE Project Administrator when an invention report, patent report, or utilization report is filed at <http://iEdison.gov>.

(W) Human Subjects. No research involving human subjects will be conducted under this agreement without prior written approval of the USEPA to proceed with that research. If engaged in human subjects' research as part of this agreement, the Grantee agrees to comply with all applicable provisions of the USEPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by the USEPA.

The Grantee further agrees to comply with the USEPA's procedures for oversight of the recipient's compliance with 40 CFR 26, as given in USEPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the USEPA Human Subjects Research Review Official (HSRRO) after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR.

(X) Acknowledgement on Products, Signage and Announcements via the Public or Media Events. The Grantee is expected to include recognition of assistance received from the State in any printed, promotional, or informational materials produced about or by the project. Examples of these materials include brochures, presentations, descriptions of the project in newsletters, informational flyers, or press releases regarding the project. The following language is suggested for printed and written materials: This project was funded by the Michigan Department of Environment, Great Lakes, and Energy.

The Grantee shall ensure that a visible project identification sign (with the Great Lakes Restoration Initiative logo provided by the USEPA Project Officer) is erected as appropriate at each on- the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding. The recipient will determine the design, placement, and materials for each sign. The GLRI logo should be accompanied with the statement indicating that the Michigan Department of Environment, Great Lakes, and Energy received financial support in the amount of \$ 10,500,000 from the USEPA.

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

(Y) The Grantee in consultation with the State project contact must provide the State 30-day advance notice of the date, time, and location for outreach activities, trainings, workshops and field work.

(Z) Time and travel costs by the recipient (or its representative) for field work or to attend professional meetings and conferences not covered/approved in the original scope of work, needs to obtain prior approval from the State. Specifically, at least 30 days in advance, the recipient shall request approval of the State staff for any travel plans not previously anticipated and not previously

approved as part of this assistance agreement by providing the Project Officer with a description of the event, the location of the event, the event sponsor, travel dates, the recipient's role in the event, the number of travelers and an itemized travel breakdown of costs (per diem, mileage, lodging, parking/tolls, airfare). The request should also include a justification describing why this travel is a necessary part of this assistance agreement. The recipient agrees that any travel requiring an increase in grant funds or a re-budgeting of funds from other cost categories of the approved budget must be approved in writing and/or by formal amendment to this agreement as applicable.

The recipient understands that any international travel requires written prior approval by the State and the USEPA since such travel requires clearance by the USEPA 's Office of International and Tribal Affairs. The recipient must request approval for International travel not approved in the workplan by submitting a request to the Project Officer at least 30 days in advance. The recipient understands that if it incurs travel costs of any kind without the USEPA 's prior approval, it does so at its own risk.

(AA) The recipient agrees to comply with the current USEPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award. The USEPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants-terms-and-conditions>

(AB) Cybersecurity Condition.

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) The USEPA must ensure that any connections between the recipient 's network or information system and the USEPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or the USEPA's Central Data Exchange, the recipient agrees to contact the USEPA Project Officer and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet the USEPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by the USEPA's regulatory programs for the submission of reporting and /or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to the USEPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or the USEPA 's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the USEPA Project Officer. Nothing in this condition requires the recipient to contact the USEPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and the USEPA.

(AC) Health, Safety, and Environmental Compliance

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

(AD) Management Practice

Recipient agrees to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications.

(AE) Disposition of Wastes

Disposal of all wastes will be in accordance with State and Federal regulations, and is the responsibility of the recipient.

APPENDIX A

SECTION I: PROJECT DESCRIPTION

The Alliance of Rouge Communities (ARC) is applying, on behalf of the Rouge River Advisory Council (RRAC), for this grant to fund activities to continue general business activities, continued development of Area of Concern (AOC) list habitat project descriptions, conduct macroinvertebrate sampling, and sampling for fish in the Rouge River AOC. The general business activities include the support and facilitation of RRAC meetings, maintaining the RRAC website, and conducting other administrative duties of the RRAC. This grant funding will allow continued development of more in-depth project description sheets for the Rouge AOC Habitat Restoration List Projects. This is the OGL approved list of priority projects that need to be completed in order to remove the Fish and Wildlife Habitat beneficial use impairment (BUI). Also, this project would continue the work to characterize the Rouge fish and macroinvertebrate community.

SECTION II: PROJECT TASKS AND SCHEDULE

Task	Feb – Mar 2020	Apr- June 2020	Jul- Sept 2020	Oct- Dec 2020	Jan- Mar 2021	Apr- June 2021	Jul- Sept 2020	Oct- Dec 2021	Jan- Mar 2022	Outcomes/Deliverables
Task 1 - RRAC Business Facilitation										
RRAC Meetings	X		X	X	X	X	X		X	Meetings/Meeting notes
EGLE Reporting		X	X	X	X	X	X	X	X	Quarterly Reports
Final Report									X	Final Reporting
Task 2 – AOC Habitat Project Descriptions	X	X	X	X	X					Detailed habitat description writeups
Task 3 - Monitoring										
Develop/Submit QAPP		X								Approved QAPP
Fish Surveys										
Develop site list and schedule, recruit volunteers		X	X		X	X	X			Site list, Sampling schedule
Conduct fish surveys		X	X			X	X			Datasheets
Check data, compile and create report				X	X			X	X	Final fish report
Benthic Macroinvertebrate Monitoring										
Develop list of sites and recruit volunteers			X				X			Site list
Training, Fall Bug Hunt and additional sampling			X	X			X	X		Datasheets
Identify specimens, check data and input, create report				X				X	X	Final benthic report

Be advised that in the event no activity occurs on the tasks of the project 90 days from the date of Grant Contract execution, the State may take Termination actions in accordance with Section XXI.

SECTION III: PROJECT BUDGET

See Attached Project Budget form.



**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION**

PROJECT BUDGET FORM

(Authorized by the Clean Water Act: completion is required to obtain payment)

Grantee Name:		Alliance of Rouge Communities			
Project Name:		Rouge River AOC PAC Support			
Tracking Code Number:					
		GRANT AMOUNT	LOCAL MATCH AMOUNT	TOTAL	
Staffing			\$ -	\$ -	
Fringes (not to exceed 40%)		\$ -	\$ -	\$ -	
STAFFING AND FRINGE BENEFITS Subtotal		\$ -	\$ -	\$ -	
CONTRACTUAL SERVICES		HOURS or UNITS	RATE or TOTAL		
Friends of the Rouge	1	\$ 44,000.00	\$ 44,000.00	\$ -	\$ 44,000.00
Environmental Consulting & Technology, Inc.	1	\$ 31,000.00	\$ 31,000.00	\$ -	\$ 31,000.00
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -	\$ -
CONTRACTUAL SERVICES Subtotal			\$ 75,000.00	\$ -	\$ 75,000.00
SUPPLIES, MATERIALS AND EQUIPMENT					
SUPPLIES & MATERIALS (itemize)		QUANTITY	COST		
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
SUPPLIES AND MATERIALS Subtotal			\$ -	\$ -	\$ -
EQUIPMENT (any item over \$1000)					
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
EQUIPMENT Subtotal			\$ -	\$ -	\$ -
SUPPLIES, MATERIALS AND EQUIPMENT Subtotal			\$ -	\$ -	\$ -
TRAVEL					
MILEAGE			\$ -	\$ -	\$ -
LODGING			\$ -	\$ -	\$ -
MEALS			\$ -	\$ -	\$ -
OTHER TRAVEL (itemize)					
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
TRAVEL Subtotal			\$ -	\$ -	\$ -
PROJECT Subtotal			\$ 75,000.00	\$ -	\$ 75,000.00
INDIRECT RATE (not to exceed 20% Staffing and Fringe Benefits)		0.00%	RATE		
INDIRECT COSTS (Summarize Below)			\$ -	\$ -	\$ -
TOTAL GRANT AND MATCH BUDGET			\$ 75,000.00	\$ -	\$ 75,000.00
Project Percentage Split			100.00%		
SUMMARY OF INDIRECT CHARGES:					

STAFFING DETAILS

Grantee Name Alliance of Rouge Communities
 Project Name Rouge River AOC PAC Support
 Tracking Code

Name	Position Title	Estimated Hours	Hourly Rate Range		Fringe Rate (Max. 40%)
			Current *	Projected Highest **	

* Current hourly rate is the rate for each position when the contract starts.



** Projected highest hourly rate is the anticipated maximum rate for each position during the contract period.



Working together, restoring the river

**Full ARC Meeting
March 30, 2020
1:30 p.m. - 3:00 p.m.**

- 3. Treasurers/Finance Committee Report - J. O'Meara**
 - f. 2020 Budget Adjustments & Amendments
 - iii. WCEPA3 Rouge River AOC Wayne County Parks Habitat Restoration Design Project



Working together, restoring the river

ALLIANCE OF ROUGE COMMUNITIES FINANCE COMMITTEE

2020 BUDGET AMENDMENT: Finance Committee Amendment FC2

REQUEST DATE: February 18, 2020

LINE ITEM: WCEPA3 Rouge River AOC Wayne County Parks Habitat Restoration Design Project
Upon IAA Award

COMMITTEE MAKING REQUEST: Finance Committee

BACKGROUND: The ARC has been given a sub award from Wayne County for the ROUGE RIVER AOC WAYNE COUNTY PARKS HABITAT RESTORATION DESIGN grant awarded to Wayne County from US EPA. The Catalog of Federal Domestic Assistance (CFDA) title is Great Lakes Program and the CFDA number is 66.469. The federal grant number is GL-00E02432-2. This is a single grant to provide design work for five (5) of the Rouge River AOC listed habitat projects. The County and the ARC partnered to identify the five (5) restoration projects, secure their placement on the Rouge AOC's list of priority habitat projects, and prepare the grant application documents.

The ARC will conduct project administration, public outreach, engineering, field investigation, design, permitting and contract document development tasks in order to complete the Wayne County Parks Habitat Restoration Design Project consisting of the following five (5) restoration projects (the "Project"): Riverview Park Wetland Restoration, Sherwood Park Wetland Restoration, Bell Creek Park Wetland Restoration, Lola Valley Park Wetland Restoration, and Lower Rouge River Habitat Restoration.

It is anticipated that, in total when the designs are implemented, the project will restore 32 acres of wetland in the AOC. Specifically, among other tasks and outputs, 17 acres of maintained lawn will be converted to meadow wetland, 2 acres of wetlands will be connected to riparian wetlands, 18,000 sq. ft. of fish habitat will be restored, 5 riparian acres will be reforested after conversion from maintained lawn and 10 debris jams will be eliminated that potentially impede fish and degrade habitat.

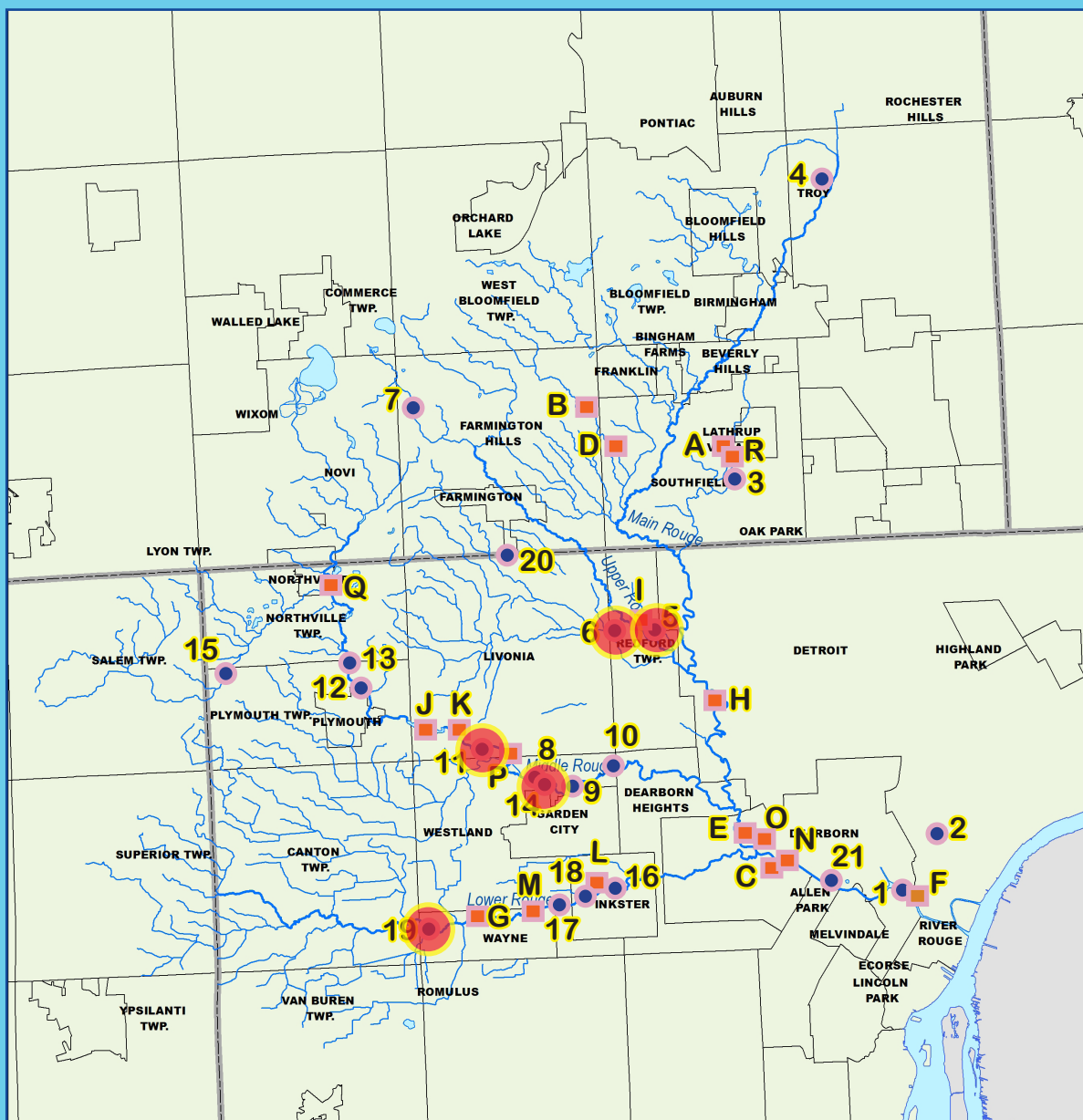
The total compensation for this scope of services is \$731,000. The ARC will be reimbursed by Wayne County for 100% of this cost with no match requirement.

DESCRIPTION OF ANTICIPATED ACTIVITIES: Description of activities are included in: Attachment A - Great Lakes Restoration Initiative Us EPA Grant Rouge River AOC Wayne County Parks Habitat Restoration Design Agreement Between The County of Wayne and Alliance Of Rouge Communities

RATIONALE: The 2020 budget must be adjusted to reflect this additional funding.

BUDGET: This amendment adds the Wayne County EPA Rouge River AOC - Wayne County Parks Habitat Restoration Design Project (total award is \$731,000) budget line to the 2020 ARC Budget with funding anticipated for 2020. No match is required.

PERSON/AGENCY RESPONSIBLE FOR IMPLEMENTATION: Work will be completed by the ARC Staff working with Wayne County.



KEY

● - PROJECT REQUIRING FUNDING FOR DESIGN, CONSTRUCTION OR BOTH:

- | | |
|--|--|
| 1. Fordson Island and Upland Habitat Restoration (1 & 2) | 13. Phoenix Lake Habitat Improvements |
| 2. Patton Park Wetland Restoration | 14. Sherwood Park Wetland |
| 3. LTU Wetland Restoration | 15. Johnson Intercounty Drain Restoration |
| 4. Fire Fighters Park Sprague Stream Improvements | 16. Inkster Park Wetlands & Fish Habitat Structures |
| 5. Lola Valley Park Wetlands | 17. Venoy Wetlands & Fish Habitat Structures |
| 6. Bell Creek Park Wetlands | 18. Colonial Park Wetland & Reforestation |
| 7. Seeley Creek Restoration | 19. Lower Rouge River Habitat Restoration |
| 8. Merriman Hollow Wetland & Grow Zone | 20. Various Grow Zones Retrofits |
| 9. Perrin Park Wetlands & Reforestation | 21. Army Corps Project - Concrete Channel Modifications/Enhancements with Oakwood Commons Oxbow & Michigan Ave./Evergreen Rd. Stormwater Treatment & Habitat Restoration |
| 10. Wallaceville West Wetland | |
| 11. Riverview Park Wetlands | |
| 12. Wilcox Lake Habitat Improvements | |

■ - COMPLETED PROJECT OR PROJECT THAT REQUIRES NO ADDITIONAL FUNDING:

- | | |
|--|---|
| A. Valley Woods Wetland Restoration | J. Newburgh Lake Restoration |
| B. Danvers Pond Dam Removal and Stream Restoration | K. Wayne County Parks Property Habitat Improvements |
| C. Rouge Oxbow Restoration | L. Inkster CSO Basin Habitat Improvements |
| D. Carpenter Lake Restoration | M. Venoy Park Habitat Improvements |
| E. Kingfisher Bluff Restoration | N. Rouge Oxbow Phase 3 |
| F. Fordson Island Oxbow Debris removal and Habitat Restoration Project | O. Henry Ford Estate Dam Fish Passageway |
| G. Wayne Road Dam Removal and Stream Restoration | P. Nankin Lake Restoration |
| H. Eliza Howell & River Rouge Parks Habitat Improvements | Q. Johnson Creek Fish Hatchery Park Habitat |
| I. Lola Valley Park Habitat Improvements | R. Tamarack Creek Stream and Wetland Restoration |



Attachment A

GREAT LAKES RESTORATION INITIATIVE US EPA GRANT ROUGE RIVER AOC WAYNE COUNTY PARKS HABITAT RESTORATION DESIGN AGREEMENT BETWEEN THE COUNTY OF WAYNE AND ALLIANCE OF ROUGE COMMUNITIES

The Rouge River watershed is a designated AOC under the Great Lakes Water Quality Agreement (GLWQA) and has three Beneficial Use Impairments (BUIs) associated with fish and wildlife habitat: Degraded Fish and Wildlife Populations, Degradation of Benthos, Loss of Fish and Wildlife Habitat. Rouge River Advisory Council (RRAC), the Public Advisory Council (PAC) for the Rouge AOC, finalized a list of projects that need to be completed in order to remove the habitat BUIs in March 2016. On that list of high priority projects are five Wayne County Parks Restoration Projects that will be designed through this sub-grant Inter-Agency Agreement (IAA).

Wayne County, an Alliance of Rouge Community (ARC) member, has received grant funding for Rouge River Area of Concern (AOC) Wayne County Parks Habitat Restoration Design Project as part of its effort to delist the AOC. Wayne County, in partnership with the ARC, will conduct tasks in order to complete the Wayne County Parks Habitat Restoration Design Project, consisting of the following five (5) restoration projects: Riverview Park Wetland Restoration, Sherwood Park Wetland Restoration, Bell Creek Park Wetland Restoration, Lola Valley Park Wetland Restoration, and Lower Rouge River Habitat Restoration. These overall Rouge River AOC Habitat Restoration Project activities are discussed in detail below.

Riverview Park Wetland Restoration

Wayne County, as a member of the Alliance of Rouge Communities (ARC), will sub-award and partner with the ARC and the ARC's competitively procured Executive Director and Operational & Technical Support Services firm for the project administration, public outreach, preliminary engineering, field investigation, design, permitting and contract document development.

Riverview Park is located along Hines Drive within the City of Livonia, west of Wayne Road and east of Newburgh Road. Much of the area is wooded, but a gravel public road and asphalt bike/walking path runs alongside the river throughout the area, causing habitat fragmentation and conversion. Most of the road and path are located in the 100-year floodplain and are routinely flooded. Wetland restoration is proposed. To accomplish wetland restoration goals, the road will be shortened from 3,179 feet to 1,656 feet and the path will be moved north along the north edge of the forested floodplain to reduce habitat fragmentation. This will reduce the gravel road surface area from 2.2 to 1.1 acres, and path surface area within the wetlands by 0.2 acres. Gravel will be removed from the abandoned road surface and asphalt from the path. Then the soil will be amended by working topsoil into it with a tiller. Following soil amendment, native trees and shrubs will be planted using containerized stock. Native herbaceous plants will be established via seed and plugs. Turf grass is presently established in 4.3 acres of the restoration area. The turf grass will be killed with herbicide and tilled. Herbicide will be applied again after tilling to kill any new growth. Then the areas will be planted with native trees and shrubs from containerized stock. Herbaceous plants will be established with seed and plugs. Within the remaining 5.2 acres of forested area, invasive shrubs and herbaceous plants (e.g., buckthorn, honeysuckle, and garlic mustard) will be removed by cutting and herbicide application. Supplemental native tree and shrub plantings from containerized stock will be installed. Native herbaceous plugs will be planted

in depressions. Pending future Implementation/Construction, the Riverview Park Wetland Restoration project will produce the following outputs:

Outputs

- Restore 10.6 acres of forested wetland riparian to the Middle Rouge River
- Establish 500 native riparian trees and shrubs using containerized stock
- Establish 1,000 native herbaceous plants in wetland depressions from plugs
- Eliminate 4.3 acres of turf grass and seed with a native seed mix
- Restore hydrological connectivity between forested wetlands and the Middle Rouge River by removing roads
- Restore 10.6 acres of riparian habitat
- Sequester sediments and nutrients in flood water
- Reduce improved gravel road surfaces from 2.2 to 1.1 acres

Sherwood Park Wetland Restoration

Wayne County, as a member of the Alliance of Rouge Communities (ARC), will subaward and partner with the ARC and the ARC's competitively procured Executive Director and Operational & Technical Support Services firm for the project administration, public outreach, preliminary engineering, field investigation, design, permitting and contract document development.

Sherwood Park is located adjacent to the Middle Rouge River in the City of Westland. Most of the park area is routinely mowed and used for active recreation. However, the park is low and routinely floods. The project plan proposes to create wetlands in maintained lawn areas by establishing wet meadow habitat and depression wetlands. Wetlands (1.2 acres) located north of Hines Drive will be hydrologically reconnected to wetlands located south of Hines Drive and riparian to the Middle Rouge River using an arch culvert with a natural bottom. The culvert will also serve as a travel corridor under Hines Drive for small mammals, reptiles, and amphibians. Maintained lawn areas will be restored by planting to wet meadow. The wet meadow community will contain diverse flowering forbs that provide food for pollinators. Small mammals and birds will benefit by the increased habitat diversity and cover. Wetland diversity in the maintained lawn areas will also be increased by excavating shallow depressions in low lying areas that flood more routinely. Excavated material will be placed in higher areas to create areas to support the existing trail, which will be relocated to promote water movement and habitat connectivity. Boardwalks will be used to cross the wetland depressions, allowing wetland plants to establish under the boardwalk sections and maintaining habitat connectivity. The depression wetlands will store water that will provide habitat for amphibians. The more diverse topography will increase plant diversity in the wet meadow by creating varying hydrological conditions. Pending future Implementation/Construction, the Sherwood Park Wetland Restoration project will produce the following outputs:

Outputs

- Total of 7.1 acres of wetland restored
- 5.9 acres of conversion from maintained lawn to wet meadow wetland
- 1.2 acres of wetland reconnected to riparian wetland

Bell Creek Park Wetland Restoration

Wayne County, as a member of the Alliance of Rouge Communities (ARC), will subaward and partner with the ARC and the ARC's competitively procured Executive Director and Operational & Technical Support Services firm for the project administration, public outreach, preliminary engineering, field investigation, design, permitting and contract document development.

Bell Creek Park is located adjacent to Bell Creek (a tributary of the Upper Rouge River) in Redford Township. Most of the park area is routinely mowed and used for active recreation. However, the park is low and routinely floods. The project plan proposes to create wetlands in maintained lawn areas by establishing wet meadow habitat and enhance existing forested riparian wetlands by controlling invasive species and planting native forb, shrub, and tree species to increase plant diversity.

Wetlands (0.9 acres) located west of Bell Creek Road will be hydrologically reconnected to wetlands located east of Bell Creek Road along Bell Creek using an arch culvert with a natural bottom. The culvert will also serve as a travel corridor under Bell Creek Road for small mammals, reptiles, and amphibians. Existing wetlands in forested areas will be restored by managing invasive species and planting native tree species to replace canopy loss caused by the emerald ash borer. Native shrubs and forbs will also be planted to increase plant diversity and provide wildlife food. Maintained lawn areas will be restored by planting to wet meadow. The wet meadow community will contain diverse flowering forbs that provide food for pollinators. Small mammals and birds will benefit by the increased habitat diversity and cover. Wetland diversity in the maintained lawn areas will also be increased by excavating shallow depressions and creating mounds. The shallow depressions will store water that will provide habitat for amphibians. The more diverse topography will increase plant diversity in the wet meadow by creating varying hydrological conditions. Excavated soil can be used onsite to raise an existing maintenance road and area that must remain to support existing park uses and maintenance. Pending future Implementation/Construction, the Bell Creek Park Wetland Restoration project will produce the following outputs:

Outputs

- Total of 7 acres of wetland restored
- 2.4 acres of conversion from maintained lawn to wet meadow wetland
- 0.9 acres of wetland reconnected to riparian wetland
- 3.7 acres of forested riparian wetlands and habitat improved

Lola Valley Park Wetland Restoration

Wayne County, as a member of the Alliance of Rouge Communities (ARC), will subaward and partner with the ARC and the ARC's competitively procured Executive Director and Operational & Technical Support Services firm for the project administration, public outreach, preliminary engineering, field investigation, design, permitting and contract document development.

Lola Valley Park is located along the floodplain and corridor of the Upper Rouge River in Redford Township. Most of the park area is routinely mowed and used for active recreation. However, the park is low and routinely floods. The project plan proposes to create wetlands in maintained lawn areas by establishing depression wetlands connected to the Upper Rouge River. Emergent wetland will be established in the bottom of the depressions, transitional wet meadow and prairie habitat will be established around the wetlands. Several wetland depressions will be excavated along both sides of the Upper Rouge River, upstream of Garfield Road to Beech Daly Road and downstream

of Garfield Road to 5 Mile Road. Riprap weirs will be used to control release of water out of the wetlands once flood flows recede and to maintain a permanent shallow pool. Excavated soils will be placed in the floodplain along high ridges and natural berms such that the cut and fill balances. Pending future Implementation/Construction, the Lola Valley Park Wetland Restoration project will produce the following outputs:

Outputs

- Total of 12.9 acres of wetland created/restored
- 10 acres of conversion from maintained lawn to wetland
- 3 acres of emergent wetland
- 2 acres of emergent fringe wetland
- 8 acres of wet meadow/prairie

Lower Rouge River Habitat Restoration

Wayne County, as a member of the Alliance of Rouge Communities (ARC), will subaward and partner with the ARC and the ARC's competitively procured Executive Director and Operational & Technical Support Services firm for the project administration, public outreach, preliminary engineering, field investigation, design, permitting and contract document development.

The Lower Rouge River Habitat Restoration project will improve fish and wildlife habitat along a seven mile stretch of the Lower Rouge River in Wayne County roughly centered on Wayne, Michigan. This project will create fish habitat for benthic organism colonization and fish habitat in the project area by installing fifteen (15) engineered log jams using wood recovered from problematic instream debris jams. Problematic debris jams block fish movement, erode streambanks, and degrade habitat quality. The engineered log jams will not only provide important fish habitat, but will also provide loafing habitat for turtles and waterfowl while reducing soil erosion and sediment loading by protecting vulnerable streambanks.

The project reach contains several hundred acres of forested riparian corridor along the Lower Rouge River that offers valuable wildlife habitat. However, habitat has been impacted by loss of ash trees due to the emerald ash borer infestation. Research conducted from 2003 to 2010 suggests that approximately 10% of the basal area was comprised of ash trees within river floodplains and corridors of the Rouge River Watershed, including the Lower Rouge River corridor. Therefore, approximately 10% of the tree canopy has also been lost. This figure is higher where ash densities were formerly higher within the forested areas. Replanting native trees at a similar density in open canopy areas of the forested corridor will significantly improve wildlife habitat. Native trees will be planted at a density of 50/acre, total of 5,000 trees, to simulate the approximate average density of ash trees in southeast Michigan riparian forests prior to the EAB infestation, thereby improving wildlife habitat within 100 acres of riparian forest along the Lower Rouge River. Tree plantings will be targeted in the most highly impacted areas. Wildlife habitat will also be improved by reforestation of five (5) acres of open space (prior converted forest) in areas contiguous with the existing riparian forests. Native trees will be planted at a density of 500 trees per acre within the reforestation area, a total of 2,500 trees. Pending future Implementation/Construction, the Lower Rouge River Habitat Restoration project will produce the following outputs:

Outputs

- 18,000 square feet of fish habitat
- 75 acres of improved riparian forest habitat
- 5 acres of riparian reforestation – conversion of maintained lawn to forest

- Eliminate 10 debris jams causing potential fish blockages and habitat degradation

SUBGRANT TASKS: Wayne County, proposes in partnership with the ARC, the following task summaries in order to complete the Wayne County Parks Habitat Restoration Design projects.

Task 1 - Grant Administration/Public Outreach – Overall Grant/Projects

This task includes the following elements associated with the overall grant and projects that will be completed by primarily Wayne County with assistance from the ARC.

EAGL - ARC will assist as requested with the Environmental Accomplishments in the Great Lakes (EAGL) semi-annual reporting.

Public Outreach - Throughout the process Wayne County and the ARC will work with the RRAC and reach out to the public to inform them of the proposed activities and to obtain input. There will be a focused workshop for the interested public. The ARC will be posting information related to the all projects under this grant on the ARC web site, project status reports will be provided to RRAC, ARC committees and the full ARC membership, and informational flyers will be distributed to interested organizations and the public at large.

Final Report – ARC will assist as requested in providing information for a final report summarizing all the activities conducted and outcomes.

Task 2 - Preliminary Engineering and Field Investigation

Available background data will be collected and reviewed. This information will be used as the base map for the design and will form the basis of the design decisions.

The following data collection needs will be completed to develop the design, allow for project permitting and provide baseline data for construction.

Health and Safety Plan (HASP) Development – A site-specific health and safety plan will be developed for the project. Potential hazards will be identified, and steps will be outlined to reduce risk to employees and visitors to the site. The HASP will also detail steps for emergency response, including directions and a map to the nearest care facility.

QAPP Development - In accordance with federal requirements all environmental measurements undertaken in support of this project will be required to be conducted under a formal quality management protocol. A project specific QAPP will be prepared and submitted for review and approval prior to beginning any data collection activities. Primary data gathering will include field information for design and post measurements of metric outputs.

Topographic Survey – A survey of the ground surface elevation will be conducted. The survey will include the location of existing or abandoned structures and utilities. Property boundaries will be established from recorded legal description. Flagged wetland boundaries will also be surveyed.

Hydrological Analysis and Wetland Hydrology – Design storm event runoff calculations and flood frequency data for the Rouge River will be used to size the culvert under Hines Drive and evaluate wetland hydrology. Wetland hydrology will be used to select the appropriate plant species used in seed mixes and for planting.

Wetland Assessment/Riparian Vegetation Mapping - Professional wetland scientists and ecologists will conduct a field survey of the site. The survey will determine the location and type of wetlands present, and map riparian vegetation communities. An assessment of wetland functions and values will be conducted to assess the degree of impairment and guide restoration design decisions. The species and distribution of invasive species will be determined within the wetlands and riparian vegetation. The jurisdictional limits of wetlands will be flagged for surveying during the topographic surveying. Delineation of wetland boundaries is necessary to evaluate and quantify project impacts and quantify the actual wetland restoration area.

Threatened & Endangered Species (T&E) - Since all federal agency grant programs require at least a programmatic environmental assessment that must consider potential impacts to federally and state-listed T&E plant and animal species, T&E information will be collected. The Michigan Natural Features Inventory (MNFI) maintains a continuously updated natural heritage database that provides a comprehensive source of existing data on Michigan's endangered and threatened plant and animal species. Records in the database indicate that a qualified observer has documented the presence of T&E species within a specified distance (usually 1.5 miles). The absence of records in the database within the vicinity of a project site does not preclude the potential presence of T&E species. Furthermore, the U.S. Fish and Wildlife Service (USFWS) publishes a county distribution list of federally listed threatened, endangered, proposed, and candidate species. This list indicates the potential for T&E species to be present within the county where a project is located (or neighboring counties). However, unlike the MNFI database, this list does not necessarily indicate documented presence of T&E species. The project area (i.e., potential disturbance limits) will be visited by qualified ecologists and evaluated for suitable T&E species habitat and potential presence of listed species that occur within a 1.5-mile radius of the project site (based on the MNFI database and the USFWS Wayne County species list). Only those T&E species that have the potential to be impacted by the proposed project, based on physical site characteristics, will be targeted for site-specific field surveys.

Task 3 - Design/Permitting

This task will include development of construction design plans, technical specifications, and construction cost estimating. During the design phase of the project, plans will be advanced to 30% design drawings, with additional engineering, planning, design refinement/modifications, stakeholder collaboration, and Technical Team review and feedback. Following this review, the design drawings produced will be advanced to 50% design for review and then to 95%. Final plans and specifications will be developed following the last review. This task will include the completion of the construction contract documents, to be used for bidding by incorporating funding entity requirements (such as signage, etc.) or any other requirements. The design will consider the technical needs as follows:

Wetland Restoration Approaches – Methods for restoring wetland hydrology and function will be developed. Construction drawings and details will be developed.

Invasive Species Management Plan - An invasive species management plan will be developed identifying the target species and methods for treating them. Drawings will be prepared depicting treatment areas.

Long-term Management Plan - A long-term management plan will be prepared during the design phase, to coordinate and plan management activities needed to ensure project sustainability.

Wayne County Permit - Wayne County Permit Office construction application package will be prepared and submitted

MDEQ Joint Permit Application - Permitting services with the intended purpose of obtaining the Joint Permit from the MDEQ. The following activities will be completed as part of this task:

- Prepare a pre-application meeting package with pre-application meeting fee and work with the County to schedule a site meeting and project review meeting with MDEQ Division staff. The purpose of a formal pre-application meeting is to review statutory permitting requirements.
- A Joint Application for Permit will be completed, including all necessary attachments. Quantities of cuts and fills in wetlands and the floodplain will be calculated from the design drawings and tabulated. Periodic communication with District permitting staff will allow dialogue on design before the Joint Permit Application is submitted. This will include project partner meetings which will allow for exchange of ideas, discussion of concepts and concerns culminating in the development of a prudent, feasible, and permittable project design upon completion. This process will help ensure that a permittable project is designed and will facilitate the permitting process.

Task 4 - Contract Documents

The design plans and technical specifications developed under Task G will be finalized in the contract bid documents for the 5 park sites. All contractual front-end specifications will be developed, and all EPA grant requirements will be addressed and incorporated (signage, Davis Bacon, etc.).



**Full ARC Meeting
March 30, 2020
1:30 p.m. - 3:00 p.m.**

- 3. Treasurers/Finance Committee Report - J. O'Meara**
 - g. ECT Contract Amendment
 - i. Work Order No. 2020-2 EGLE RRAC 2020-2021 Support Grant

WORK ORDER No. 2020-2 EGLE RRAC Support Grant

This Work Order, when approved and signed, supplements the Master Services Agreement effective January 1, 2019 between Environmental Consulting & Technology, Inc., and its Affiliates* (Consultant) and the Alliance of Rouge Communities (ARC). Except as modified herein, all requirements of this basic Agreement remain in force.

The ARC has been given a grant from EGLE (AREA OF CONCERN GLRI GRANT AGREEMENT-attached) to support the RRAC. This grant is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is Great Lakes Program and the CFDA number is 66.469. The federal grant number is GL00E02481

PARAGRAPH I--SCOPE OF SERVICES

ECT as ARC staff will be responsible for the two tasks associated with the grant below and in accordance with the grant conditions:

Task 1 – RRAC Business Facilitation

- **RRAC Meeting** - ARC staff (ECT) will facilitate and support the activities of the RRAC. This will include the planning and facilitation of 7 regular RRAC meetings and preparation and distribution meeting agendas and summaries
- **Web Site** - ARC staff (ECT) will continue maintaining the RRAC web page.
- **EGLE Reporting** - The ARC (ECT) will prepare and submit narrative and financial status.

Task 2 – AOC Habitat Project Descriptions

- **Descriptions Development** - The ARC (ECT), with the support of RRAC members, will develop more in-depth project descriptions for up to 8 projects on the Habitat Restoration Project List. The project descriptions will include updated background, photos, maps, amount of habitat to be restored (Ex: linear feet of shoreline or stream, acres of wetland, etc.), and preliminary cost estimate. The project list will be used by EPA and OGL in order to plan funding priorities for the AOC.
- **Agency Communication** - ARC (ECT) and RRAC will communicate as needed with OGL and EPA regarding the projects on the list.

PARAGRAPH II--COMPENSATION

The maximum cost of this Cost Reimbursable Work Order is \$31,000.

PARAGRAPH III--SCHEDULE

The services in this Work Order shall be completed no later than February 28, 2022.

**ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.
and its AFFILIATES***

By _____

Its _____

Date _____

ALLIANCE OF ROUGE COMMUNITIES

By _____

Title _____

Date _____



**Full ARC Meeting
March 30, 2020
1:30 p.m. - 3:00 p.m.**

3. Treasurers/Finance Committee Report - J. O'Meara

g. ECT Contract Amendment

- i. Work Order No. 2020-3 EPA Rouge River AOC WC Parks
Habitat Restoration Design Grant**

WORK ORDER No. 2020-3

EPA Rouge River AOC WC Parks Habitat Restoration Design Grant

This Work Order, when approved and signed, supplements the Master Services Agreement effective January 1, 2019 between Environmental Consulting & Technology, Inc., and its Affiliates* (Consultant) and the Alliance of Rouge Communities (ARC). Except as modified herein, all requirements of this basic Agreement remain in force.

The ARC has been given a sub award from Wayne County for the ROUGE RIVER AOC WAYNE COUNTY PARKS HABITAT RESTORATION DESIGN grant awarded to Wayne County from US EPA. The Catalog of Federal Domestic Assistance (CFDA) title is Great Lakes Program and the CFDA number is 66.469. The federal grant number is GL-00E02432-2.

PARAGRAPH I--SCOPE OF SERVICES

ECT as ARC staff will be responsible for the following task summaries, as outlined by Wayne County, in order to complete the Wayne County Parks Habitat Restoration Design projects.

Task 1 - Grant Administration/Public Outreach – Overall Grant/Projects

This task includes the following elements associated with the overall grant and projects that will be completed by primarily Wayne County with assistance from the ARC.

EAGL - ARC will assist as requested with the Environmental Accomplishments in the Great Lakes (EAGL) semi-annual reporting.

Public Outreach - Throughout the process Wayne County and the ARC will work with the RRAC and reach out to the public to inform them of the proposed activities and to obtain input. There will be a focused workshop for the interested public. The ARC will be posting information related to the all projects under this grant on the ARC web site, project status reports will be provided to RRAC, ARC committees and the full ARC membership, and informational flyers will be distributed to interested organizations and the public at large.

Final Report – ARC will assist as requested in providing information for a final report summarizing all the activities conducted and outcomes.

Task 2 - Preliminary Engineering and Field Investigation

Available background data will be collected and reviewed. This information will be used as the base map for the design and will form the basis of the design decisions.

The following data collection needs will be completed to develop the design, allow for project permitting and provide baseline data for construction.

Health and Safety Plan (HASP) Development – A site-specific health and safety plan will be developed for the project. Potential hazards will be identified, and steps will be outlined to reduce risk to employees and visitors to the site. The HASP will also detail steps for emergency response, including directions and a map to the nearest care facility.

QAPP Development - In accordance with federal requirements all environmental measurements undertaken in support of this project will be required to be conducted under a formal quality management protocol. A project specific QAPP will be prepared and submitted for review and approval prior to beginning any data collection activities. Primary data gathering will include field information for design and post measurements of metric outputs.

Topographic Survey – A survey of the ground surface elevation will be conducted. The survey will include the location of existing or abandoned structures and utilities. Property boundaries will be established from recorded legal description. Flagged wetland boundaries will also be surveyed.

Hydrological Analysis and Wetland Hydrology – Design storm event runoff calculations and flood frequency data for the Rouge River will be used to size the culvert under Hines Drive and evaluate wetland hydrology. Wetland hydrology will be used to select the appropriate plant species used in seed mixes and for planting.

Wetland Assessment/Riparian Vegetation Mapping - Professional wetland scientists and ecologists will conduct a field survey of the site. The survey will determine the location and type of wetlands present, and map riparian vegetation communities. An assessment of wetland functions and values will be conducted to assess the degree of impairment and guide restoration design decisions. The species and distribution of invasive species will be determined within the wetlands and riparian vegetation. The jurisdictional limits of wetlands will be flagged for surveying during the topographic surveying. Delineation of wetland boundaries is necessary to evaluate and quantify project impacts and quantify the actual wetland restoration area.

Threatened & Endangered Species (T&E) - Since all federal agency grant programs require at least a programmatic environmental assessment that must consider potential impacts to federally and state-listed T&E plant and animal species, T&E information will be collected. The Michigan Natural Features Inventory (MNFI) maintains a continuously updated natural heritage database that provides a comprehensive source of existing data on Michigan's endangered and threatened plant and animal species. Records in the database indicate that a qualified observer has documented the presence of T&E species within a specified distance (usually 1.5 miles). The absence of records in the database within the vicinity of a project site does not preclude the potential presence of T&E species. Furthermore, the U.S. Fish and Wildlife Service (USFWS) publishes a county distribution list of federally listed threatened, endangered, proposed, and candidate species. This list indicates the potential for T&E species to be present within the county where a project is located (or neighboring counties). However, unlike the MNFI database, this list does not necessarily indicate documented presence of T&E species. The project area (i.e., potential disturbance limits) will be visited by qualified ecologists and evaluated for suitable T&E species habitat and potential presence of listed species that occur within a 1.5-mile radius of the project site (based on the MNFI database and the USFWS Wayne County species list). Only those T&E species that have the potential to be impacted by the proposed project, based on physical site characteristics, will be targeted for site-specific field surveys.

Task 3 - Design/Permitting

This task will include development of construction design plans, technical specifications, and construction cost estimating. During the design phase of the project, plans will be advanced to 30%

Upon IAA Award

design drawings, with additional engineering, planning, design refinement/modifications, stakeholder collaboration, and Technical Team review and feedback. Following this review, the design drawings produced will be advanced to 50% design for review and then to 95%. Final plans and specifications will be developed following the last review. This task will include the completion of the construction contract documents, to be used for bidding by incorporating funding entity requirements (such as signage, etc.) or any other requirements. The design will consider the technical needs as follows:

Wetland Restoration Approaches – Methods for restoring wetland hydrology and function will be developed. Construction drawings and details will be developed.

Invasive Species Management Plan - An invasive species management plan will be developed identifying the target species and methods for treating them. Drawings will be prepared depicting treatment areas.

Long-term Management Plan - A long-term management plan will be prepared during the design phase, to coordinate and plan management activities needed to ensure project sustainability.

Wayne County Permit - Wayne County Permit Office construction application package will be prepared and submitted

EGLE Joint Permit Application - Permitting services with the intended purpose of obtaining the Joint Permit from the EGLE. The following activities will be completed as part of this task:

- Prepare a pre-application meeting package with pre-application meeting fee and work with the County to schedule a site meeting and project review meeting with EGLE Division staff. The purpose of a formal pre-application meeting is to review statutory permitting requirements.
- A Joint Application for Permit will be completed, including all necessary attachments. Quantities of cuts and fills in wetlands and the floodplain will be calculated from the design drawings and tabulated. Periodic communication with District permitting staff will allow dialogue on design before the Joint Permit Application is submitted. This will include project partner meetings which will allow for exchange of ideas, discussion of concepts and concerns culminating in the development of a prudent, feasible, and permissible project design upon completion. This process will help ensure that a permissible project is designed and will facilitate the permitting process.

Task 4 - Contract Documents

The design plans and technical specifications developed under Task 3 will be finalized in the contract bid documents for the 5 park sites. All contractual front-end specifications will be developed, and all EPA grant requirements will be addressed and incorporated (signage, Davis Bacon, etc.).

PARAGRAPH II--COMPENSATION

The maximum cost of this Cost Reimbursable not-to-exceed Work Order is \$731,000. ECT's by task estimated costs for the Rouge AOC Wayne County Parks Habitat Restoration Design sub-grant to the ARC are:

Upon IAA Award

Rouge River AOC - Wayne County Parks Habitat Restoration Design Project		Task 1: Grant Reporting/Administr ation/Public Outreach		Task 2: Preliminary Engineering & Field Investigation Support		Task 3: Design/Permitting		Task 4.1: Construction Contract Documents		Totals	
	Rates	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost
Principal Engineer	\$210	40	\$8,400	80	\$16,800	320	\$67,200	80	\$16,800	520	\$109,200
Sr. Level Staff	\$180	80	\$14,400	80	\$14,400	700	\$126,000	60	\$10,800	920	\$165,600
Mid-Level Staff	\$145	0	\$0	400	\$58,000	600	\$87,000	90	\$13,050	1090	\$158,050
Jr-Level Staff	\$105	40	\$4,200	500	\$52,500	800	\$84,000	80	\$8,400	1420	\$149,100
Technician	\$65	0	\$0	160	\$10,400	80	\$5,200		\$0	240	\$15,600
Administrative Support	\$60	68	\$4,080	32	\$1,920	120	\$7,200	32	\$1,920	252	\$15,120
Labor Totals		228	\$31,080	1252	\$154,020	2620	\$376,600	342	\$50,970	4442	\$612,670
Expenses											
Vehicle and mileage			\$1,500		\$2,500		\$2,500		\$580		\$7,080
Permit Fees					\$3,500		\$3,500		\$750		\$7,750
Topographic					\$60,000						\$60,000
Sediment Sampling-Laboratory					\$8,000						\$8,000
Geotechnical investigation					\$32,000						\$32,000
Field Equipment					\$3,500						\$3,500
Expense Total			\$1,500		\$109,500		\$6,000		\$1,330		\$118,330
TOTAL COST			\$ 32,580		\$ 263,520		\$ 382,600		\$ 52,300		\$ 731,000

PARAGRAPH III--SCHEDULE

The services in this Work Order shall be completed no later than October 2020 (or as extended by Wayne County and EPA).

**ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.
and its AFFILIATES***

By _____

Its _____

Date _____

ALLIANCE OF ROUGE COMMUNITIES

By _____

Title _____

Date _____



**Full ARC Meeting
March 30, 2020
1:30 p.m. - 3:00 p.m.**

- 4. Standing Committee Reports**
 - a. Organization Committee Progress Report - A. DeMaria
 - i. ARC Bylaws Revision

1. Primary Members

The voting shares for city, township and village members shall be based upon the financial contribution of each based upon the approved ARC annual budget and assessment of costs to members. The specific voting shares will be proportional to the annual assessments to each city, township and village as determined under Article V. of these Bylaws with one voting share based upon the annual assessment for each divided by \$750 rounded to the nearest whole number. If an assessment is less than \$750, one voting share shall be provided.

The combined voting shares of the three counties and county agencies combined shall be limited to twelve percent (12%) of total voting shares and the allocation of voting shares between the three counties shall be determined by the proportional amount of land in each county within the Rouge River watershed. For the purposes of these Bylaws, counties are defined as the appointed/elected Road Commission, the elected County Water Resources Commissioners, the elected County Executive, or the elected County Commission. Provided, however, only one member or designated alternative shall represent each county.

2. Associate Members

The specific voting shares will be proportional to the annual assessments to each with one voting share based upon the annual assessment for each divided by \$750 rounded to the nearest whole number. If an assessment is less than \$750, one voting share shall be provided.

3. Cooperating Partners

Cooperating Partners shall not have voting privileges but shall be invited to participate in meetings of standing committees and noticed of all meetings of the ARC and its Executive Committee.

F. Meetings

An effort shall be made to schedule meetings at locations throughout the Rouge River Watershed, allowing any member community or agency to host a meeting. All meetings of the Full ARC and Executive Committee shall operate under the Robert's Rules of Order unless modified by a majority vote of the ARC members.

1. Alliance of Rouge Communities

The Full ARC shall meet at least twice each calendar year at a designated time and location established by the Executive Committee. Agendas for ARC meetings will be distributed and circulated to all members in advance of all meetings. All official actions of the Full ARC including the election of officers, adoption of budgets, assessment of costs to members, and all other matters not otherwise specifically delegated to the elected officers, committees or Executive Director shall be by the Full ARC at a regular meeting consistent with the voting procedures in Article IV. D. and E. of these Bylaws.

2. Executive Committee

~~The ARC Executive Committee will meet at least four times each year at the call of the Chair.~~
The Chair shall convene regularly scheduled Executive Committee meetings each year.

3. Other Committees

Other committees shall meet as needed.



**Full ARC Meeting
March 30, 2020
1:30 p.m. - 3:00 p.m.**

- 4. Standing Committee Reports – A. DeMaria**
 - b. PIE Committee Progress Report (J. Garrison, Chair)
 - c. Technical Committee Progress Report (K. Mondora, Chair)

Status of IDEP Investigations (2018-2019)

Metric	Outfalls /Areas
Total investigations needed	39
Number of investigations closed	11
Number of investigations remaining	28

Findings (2018-2019)

- 13 Illicit discharges identified
 - 12 corrected*
 - 4 unresolved



Impact

Elimination of

- 646,050 gallons/year
- 7,133 lbs of pollutants/year





**Full ARC Meeting
March 30, 2020
1:30 p.m. - 3:00 p.m.**

- 5. Report from Counties – A. DeMaria**
- 6. Report from EGLE – A. DeMaria**
- 7. Opportunity for Public Comment – A. DeMaria**
- 8. Summary of Actions of Full Alliance – A. DeMaria**
- 9. Other Business – A. DeMaria**
- 10. Report from Cooperating Partners – A. DeMaria**
 - a. Cranbrook Institute of Science
 - b. Friends of the Rouge
 - c. Rouge River Advisory Council
 - d. SEMCOG
 - e. Southeastern Oakland County Water Authority
 - f. The Henry Ford
 - g. GLWA Wastewater Master Plan Summary – Sherri Gee
- 11. Adjourn - A. DeMaria**