

# LOOKING GLASS RIVER INTERCOUNTY DRAIN

## DRAINAGE BOARD MEETING

Thursday, September 8, 2016

Clinton County Courthouse  
St. Johns, Michigan 48879

**PRESENT:** Michael Gregg, Michigan Department of Agriculture & Rural Development  
Phil Hanses, Clinton County Drain Commissioner  
Carla Clos, Ingham County Deputy Drain Commissioner  
Tony Newman, Shiawassee County Drain Commissioner  
Ken Recker, Livingston County Deputy Drain Commissioner

**ALSO PRESENT:** Alan Boyer, LSG Engineers & Surveyors  
Michael Woodworth, Woodworth & Associates  
Jenna Jullie, Shiawassee County Deputy Drain Commissioner  
Gina Woodworth, Woodworth & Associates  
Brett Wittenberg, DeWitt Township  
Sidney Grinnell, Perry Township Supervisor  
Carl C. Schauf, Woodhull Township resident  
Phillip Matthews, Sciota Township Supervisor  
John Switzer, Clinton Conservation District  
Ron Balzer, DeWitt Township resident  
Johanna Balzer, DeWitt Township resident  
Melissa Higbee, Shiawassee Conservation District

Chairman Gregg called the meeting to order at 2:14 p.m.

**MOTION** by Clos to have Clinton County serve as secretary. **SECOND** by Newman. **MOTION CARRIED** unanimously.

**MOTION** by Hanses to approve the agenda as presented by Chair Gregg. **SECOND** by Clos. **MOTION CARRIED** unanimously.

**MOTION** by Clos to approve the minutes of July 21, 2016 as presented. **SECOND** by Recker. **MOTION CARRIED** unanimously.

Boyer discussed his proposal for maintenance work as requested by the board. The reach identified for maintenance is a nine mile stretch from Tyrrell Road downstream to Fenner Road. In reviewing the meeting minutes from October 6<sup>th</sup>, Boyer noted that he had stated that the approximate beginning of the intercounty drain was about 1.5 miles west of the Clinton-Shiawassee county line and that was correctly recorded in the minutes. That location is appropriate for where the right of ways had been obtained. However, the point of beginning according to the John Cook order from 1886 was at stake

no. 1 of mile 8 and that is approximated to be near the point where the river crosses the township line between DeWitt Township and Olive Township in Clinton County. For clarification, Gregg asked if that is the determined point of beginning and Boyer confirmed yes. That is the point that would be used when determining the drainage district. The approximate length of the drain is 35 miles.

Boyer distributed copies of the LSG proposal and the Streamside Ecological Services proposal to identify the scope of work and estimated costs to prepare the maintenance plans and identify the drainage district. The estimate for the preparation of the plans not including inspection was \$9,550 and the estimate for determining the drainage district boundary was \$14,300. Streamside's proposal to do an environmental assessment was a not to exceed amount of \$6,400. A brief discussion ensued regarding the availability of LiDAR data for Shiawassee County which is needed to complete the determination of the district boundary.

Gregg questioned whether a MDEQ permit would be required to do the maintenance work. Boyer stated based on his experience with the Maple River, that unless mats through wetlands were used, a permit would not be required if only removing trees from the channel and the bottom of the river is not disturbed. Newman asked if MDEQ would walk the river with LSG in advance of the plan preparation. Clos asked Woodworth if fees for Streamside and LSG would be included in the \$5,000 per mile maintenance limit. Woodworth opined that those fees for professional consulting services would be exempt from the limit. Clos has concerns regarding the possible presence of threatened and endangered species and discussion ensued. The Streamside proposal does include looking for the presence of such species.

MOTION by Newman to accept and authorize the engagement of the services of LSG Engineers & Surveyors and Streamside Ecological Services as proposed but also concurrently using MDEQ view the project area. SECOND by Recker. Additional discussion ensued. MOTION CARRIED unanimously.

There was no action taken on invoices.

There was no old/new business.

Public Comment:

Hanses noted that he attended a DeWitt Township board meeting to talk about the river. The township is interested in, although certainly not committed to, having fallen trees removed from the river through the township to enhance recreational use. Johanna Balzer noted that the township owns property east of Wood Road along the river and understands that opening up the river for water recreation would make it a nice resource for the Township.

Sidney Grinnell thanked Ingham and Shiawassee counties for their cooperation on the McCray Intercounty Drain as it was a benefit to the district property owners.

Melissa Higbee talked about results from recent e-coli sampling results and shared them with the board. They will be included in the Looking Glass River Management plan that will be completed in 2017.

The next meeting is scheduled for Thursday, October 27, 2016, 2:00 p.m. at the Clinton County courthouse.

MOTION to adjourn by Clos. SECOND by Newman. MOTION CARRIED unanimously.

Meeting adjourned at 3:32 p.m.

Respectfully submitted,

A handwritten signature in blue ink that reads "Phil Hanses". The signature is written in a cursive, flowing style.

Phil Hanses, Secretary

## AGENDA

### Looking Glass River Intercounty Drain Drainage Board Clinton, Ingham, Livingston, and Shiawassee Counties

2:00 p.m., Thursday September 8, 2016

Clinton County Courthouse  
Conference Room C  
100 East State Street  
St. Johns, Michigan

1. Call the meeting to order and introduce Board Members

#### Board Members

Michael Gregg, Chair, Michigan Department of Agriculture & Rural Development  
Phil Hanses, Clinton County Drain Commissioner  
Patrick Lindemann, Ingham County Drain Commissioner  
Brian Jonckheere, Livingston County Drain Commissioner  
Anthony Newman, Shiawassee County Drain Commissioner

2. Motion to elect a secretary
3. Review and approve the agenda
4. Review and approve the July 21, 2016 meeting minutes
5. Receive a report from LSG Engineers and Surveyors of recommended maintenance work and contractor proposals for performing same and take appropriate action to award
6. Receive a report from LSG Engineers and Surveyors regarding the status of their review of the district boundaries and take appropriate action
7. Authorize the payment of all properly presented invoices, drain orders, and vouchers
8. Discuss old/new business
9. Receive public comment
10. Set the date, time, and location of the next meeting
11. Adjourn

# PLEASE SIGN IN

LOOKING GLASS RIVER INTERCOUNTY DRAINAGE BOARD MEETING  
September 8, 2016 at 2:00 P.M.

NAME	REPRESENTING
Phil Matthews	Sciota
Carl C. Schuch	Woodhull
Luf 2 Ginnell	Perry Twp
Jenna Jellec	Shia Co Deputy Drain. Officer
KEN RECKER	LIVINGSTON COUNTY DRAIN COMM'R
John Switzer	Clinton CD
Melissa Higbee	Shiawassee CD
Alan Boyer	LSG Engrs ; Surv
Ron + Johanna Baker	Reef
Brett C. Wittenberg	DeWitt Township
Carla Oles	Ingham County Deputy Drain Comm'r
Gina Woodruff	Woodruff Assoc.
Michael Woodruff	" "
Mike Greer	MDARD
Tony Newman	Shia Co. Dr Comm

September 7, 2016

Looking Glass River Intercounty Drain Drainage Board

Mr. Michael Gregg, Chair  
MDARD – Environmental Stewardship Division  
525 West Allegan Street  
PO Box 30017  
Lansing, MI 48909

Mr. Phil Hanses, Member  
Clinton County Drain Commissioner  
100 E. State Street, Suite 2300  
St. Johns, MI 48879

Mr. Brian Jonckheere, Member  
Livingston County Drain Commissioner  
2300 East Grand River Avenue, Suite 105  
Howell, MI 48843

Mr. Patrick Lindemann, Member  
Ingham County Drain Commissioner  
707 Buhl Street  
Mason, MI 48854

Mr. Tony Newman, Member  
Shiawassee County Drain Commissioner  
149 Corunna Ave. L-1  
Corunna, MI 48817

Re: Looking Glass River Intercounty Drain  
Clinton, Livingston, Ingham and Shiawassee Counties, MI

Dear Mr. Gregg & Board Members:

Thank you for your request for professional services from LSG Engineers & Surveyors to perform the following:

- work with the Drain Commissioners to identify a maintenance reach and solicit proposals for the maintenance work to clear debris and log jams from the channel and removal of dead and leaning trees on the bank;

- obtain the services of Streamside Ecological Services to assist with environmental concerns and potential MDEQ permitting; and,
- determine the drainage district boundary of the portion of the intercounty drain established as part of the 1885/1886 proceedings and verify the boundary with adjacent drainage districts.

Please consider this letter as formal written acceptance of your offer.

In order to prepare a summary scope of work, project time line and estimate fees to perform these service, on August 31, 2016 we made a brief field inspection of the Looking Glass River in Shiawassee County from Tyrrell Road downstream to about ¼ mile west of Cork Road. At that time we noted that there appear to be spoil banks on both sides of the channel and that there are log jams not visible from the road.

## **SUMMARY SCOPE OF WORK**

### **DEBRIS & LOG JAM CLEARING/REMOVAL**

- LSG will perform a visual inspection of the approximate 9 mile reach of the Looking Glass River from Tyrrell Road downstream to Fenner Road . The inspection will be performed by walking, canoe or kayak. A geo-referenced photo record of the likely debris/log jam removal locations will be made to document the extent and scope of the work. If the inspection identifies any maintenance items that may require an MDEQ permit, LSG will notify the Board immediately to review the items, concerns, etc.
- LSG will work in conjunction with Streamside Ecological Services (SES) to assess the possible environmental impact of the maintenance work. SES will assist in performing the visual inspection and provide a basic assessment regarding the environmental impact and the need for a MDEQ permit.
- LSG will prepare a preliminary plan set documenting the proposed maintenance and debris/log jam removal locations. The plan set will include representative photos from the photo record, specific locations of removal, details related to tree and log jam removal and the limits of removal as it relates to embedded logs not materially affecting flow. If warranted, the plans will include an SESC plan with the appropriate best management practices in compliance with Part 91 of NREPA. The plans will conform to the MACDC SESC APA Procedures Manual dated February 2006 and the standards of the Shiawassee County Drain Commissioner's Office, an authorized public agency. (As a note, the plans will follow the general format of the maintenance plans previously prepared for the Maple River Intercounty Drain.)
- If warranted, LSG will meet with MDEQ to review the preliminary plans and confirm the exemption for the drain maintenance or the need for an MDEQ permit to perform the maintenance activity.

- LSG will meet with the Board to confirm the proposed maintenance work and review the specifications, contract documents, bid schedule; and, if necessary, permit schedule.
- On receipt of the bid by the Drain Board, LSG will provide assistance in tabulating the bid, reviewing the bids and recommending a contractor.
- Once work has commenced LSG will provide construction observation services to monitor compliance with Part 91 as well and other environmental concerns.

#### **DETERMINE DRAINAGE DISTRICT BOUNDARY**

- Determine the drainage district boundary of the portion of the intercounty drain established as part of the 1885/1886 proceedings and verify the boundary with adjacent drainage districts.
- Research existing drainage district boundaries surrounding the Looking Glass River watershed. Meet with Clinton, Livingston, Ingham and Shiawassee County Drain office staffs to collect available information.
- Prepare a draft drainage district boundary based on available drain records for surrounding drains and digital terrain data for Clinton, Livingston, Ingham and Shiawassee Counties.
- Where necessary, field check the drainage district boundary and amend the draft boundary if necessary.
- Present the final recommended boundary to the Drainage Board for review.

#### **SCHEDULE**

TASK	TIME FRAME
Perform the visual inspection	weeks of September 12 <sup>th</sup> to 26 <sup>th</sup>
Prepare preliminary plan set	week of September 26 <sup>th</sup>
If necessary, meet with MDEQ & Drain Board	week of October 3 <sup>rd</sup>
Complete final plan set/bid documents	week of October 10 <sup>th</sup> (assumes no issues with MDEQ, permits, etc.)
Solicit bids	week of October 17 <sup>th</sup>
<i>Construction</i> /SESC inspection (if deemed necessary)	as work progresses
Research Surrounding Drainage Districts	September thru December
Prepare draft district boundary.	September thru December
Field check <i>district boundary (crop off)</i>	September thru December
Prepare final recommended Drainage District	September thru December
Present recommended boundary to Drainage Board	January 2017
Assistance with preparation of §197 documents, notices, etc.	To Be Determined
Attendance at §197 Day of Review	To Be Determined

If deemed necessary, construction and/or SESC inspections during the course of the maintenance work will be performed by an inspector certified by the MDEQ to perform such inspections.

## ESTIMATE OF FEES

### Maintenance Plans and Inspection – LSG only

Principal In Charge	10 hrs @ \$175 per hour	\$ 1,750
Senior Engineer	20 hrs @ \$135 per hour	\$ 2,700
Cad Tech II	60 hrs @ \$ 85 per hour	\$ 5,100
Inspector	as needed @ \$80	as needed
<b>Estimated Subtotal</b>		<b>\$ 9,550</b>

### Drainage District Boundary – LSG only

Principal In Charge	10 hrs @ \$175 per hour	\$ 1,750
Senior Engineering	30 hrs @ \$135 per hour	\$ 4,050
Cad Tech II	100 hrs @ \$85 per hour	\$ 8,500
<b>Estimated Subtotal</b>		<b>\$14,300</b>

Note: Estimate of Fees for services by Streamside Ecological Services is per their attached document.

Please note, the estimated fee for preparing the drainage district boundary anticipates using Shiawassee County parcels and processed LiDAR elevation data recently prepared for Shiawassee County. Current parcel and elevation data available for Clinton, Livingston and Ingham Counties will also be used.

Engineering services related to assistance with preparing rolls, mailing notices, attendance at days of review, etc. will be provided as needed or requested on an hourly basis.

We look forward to working with you on this project. If you have any questions regarding this proposal, please feel free to contact me.

Sincerely,



Alan D. Boyer, PE  
Vice President

attachments

**A. Project Schedule, Compensation and Payments**

**Project Schedule**

The project schedule is as stated in the proposal agreement.

**Compensation**

Compensation for Consultant's services under this contract is as stated in the proposal agreement.

**Reimbursable Expenses:**

Reimbursable expenses are "out of pocket" expenses related to travel, bid set printing, photographic reproduction of documents other than for in-house coordination, permits and approvals secured on behalf of the owner, express mail and courier service. "Out of pocket" expenses will be invoiced at cost and are in addition to professional fees.

**Additional Services or Change in Services:**

Additional Services or Change in Services required by the client will be compensated on an hourly basis at the Consultant's standard billing rates in accordance with the attached fee schedule. Written request and authorization are required prior to commencement of such services.

**Billings/Payment Terms**

Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within thirty (30) days after the invoice date. If the invoice is not paid within thirty days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. In the event any portion or all of an account remains unpaid ninety (90) days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

**B. Dispute Resolution**

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

**C. Insurance**

The Consultant shall procure and maintain during the life of this contract, Workers' Compensation (WC), Employers' Liability Coverage (EL), Commercial General Liability (CGL), Automotive Liability (Auto), and Professional Liability Insurance (PLI) with coverage limits as listed below:

WC	Statutory
EL	\$1,000,000 for each accident
CGL	\$1,000,000 each occurrence and \$3,000,000 umbrella
Auto	\$1,000,000 combined single limit
PLI	\$1,000,000 per claim and \$2,000,000 aggregate

**D. Mutual Indemnification**

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys'

fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, sub-contractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

**E. Limitation of Liability**

Client and Consultant have discussed the risks and rewards associated with this project, as well as Consultant's fee for services. Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total aggregate liability of the Consultant to the Client is limited to the Consultant's total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**F. Termination of Services**

Either party may terminate this agreement at any time. Termination shall be verified in writing. All unpaid fees and reimbursable expenses to the date of termination shall be unconditionally and immediately due and payable to Consultant upon notification of termination. All work files shall be made available to the Owner upon final payment. Delinquent payment of invoices may be cause for delay or termination of services by the Consultant.

**G. Ownership of Documents**

All documents, including all documents on electronic media, prepared by Consultant under this Agreement are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by the Owner/Client for any other purpose without the written prior consent of the Consultant. Consultant grants Owner/Client a license to use Consultant's instruments of service for this project only.

**H. Standard of Care**

Engineer shall provide its services pursuant to the Agreement in accordance with current, accepted professional engineering standards appropriate for the size, complexity, schedule and other characteristics of the Project in the jurisdiction where the Project is located ("Standard of Care"). Regardless of any other term or condition of this Agreement, Engineer makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

**I. Design Without Construction Phase Services**

It is understood and agreed the Consultant Basic Services under this agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Owner. The Owner assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against the Consultant that may be in any way connected thereto. The Owner agrees to indemnify and hold the Consultant harmless from any loss, claim or cost arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other condition, except for claims arising from the sole negligence or willful misconduct of the Consultant.

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### Fee Schedule

Description	Hourly Billing Rate
Principal	\$175.00
Senior Engineer	\$135.00
Professional Surveyor	\$120.00
Project Engineer	\$120.00
Designer II	\$110.00
Designer I	\$100.00
Surveyor	\$ 80.00
Survey Crew	\$160.00
CAD Technician II	\$ 85.00
CAD Technician I	\$ 75.00
Construction Inspector	\$ 80.00
Administrative	\$ 35.00

LSG Fee Schedule as of January 1, 2016



September 8, 2016

Alan Boyer, PE  
LSG Engineers and Surveyors  
3135 Pine Tree Rd, Lansing, MI 48911

RE: Preliminary Assessment: Looking Glass River Intercounty Drain

Dear Alan:

We appreciate the opportunity to provide our services. As requested, Streamside Ecological Services, Inc. (SES) has prepared a scope to assist with preliminary assessment of the work proposed along the Looking Glass River Intercounty Drain. The scope of work presented below includes the tasks we believe are necessary to identify whether or not permits are required from the Michigan Department of Environmental Quality (MDEQ) under Part 303, Wetland Protection and Part 301, Inland Lakes and Streams of the Natural Resource and Environmental Protection Act, PA 451, as amended. Our proposed work will also provide information with respect to possible review needs to assess threatened or endangered species, and allow us to provide opinions on methods to minimize resource impacts, and possibly avoid the need to apply for MDEQ permits.

### **Scope of Work**

#### *Threatened and Endangered Species*

Biologists from SES will obtain information from Michigan Natural Resources Inventory, and from the MDEQ with respect to known occurrence of threatened, endangered, and/or special concerns species within or near the proposed work area. This information will be used to identify possible assessment requirements for noted species prior to conducting maintenance on the drain, and the general scope associated with the assessment(s), if necessary. SES will also, while inspecting the drain for Part 303 and 301 concerns, conduct a cursory review for habitat associated with any identified species.

### *Review of Drain*

Biologists from SES will walk 9 miles of the drain to identify spoils berms (or lack thereof) in terms of access, and any potential access issues along the drain with respect to wetlands and potential needs for permits from the MDEQ. Any areas of concern will be marked on aerial photography, and least impacting methods of access will be identified. Methods to avoid permit requirements will also be assessed.

Based on our conversations, It is our understanding that the majority, if not all the work proposed is considered maintenance under the Drain Code. It is also our understanding that all log jam removal will be accomplished without the need to disturb substrates in the drain bed. As such, assessments of in-stream habitat will focus only on that necessary to generally identify potential habitat for threatened and endangered species (if necessary), and identification of fish habitat for possible protection.

### *MDEQ Permit Application*

If necessary, SES will assist the project engineer with the preparation and submittal of a permit application to the MDEQ under Part 303 and/or Part 301. However, the specific tasks necessary for submittal are currently unknown (e.g. wetland delineations, threatened and endangered species reviews, etc.). Therefore we recommend a specific scope and cost be developed after initial assessments are complete.

### *Reporting*

A draft and final report will be prepared and delivered that will include the following:

- Results of threatened and endangered species review and recommendations.
- Identified areas of access along the drain, potential wetland concerns, and recommendations for preferred methods of access
- Discussions relating to overall project impact and methods of minimizing impact; keeping the project purpose and need as a priority.
- Specific activities that require a MDEQ permit, if any.
- Maps and photographs identifying specific areas of concern.



*Coordination*

SES will coordinate with the client as necessary to complete the study. For the purposes of this proposal, SES will attend one meeting with the client/drainage board, if required.

**Costs**

Billing will be based on hours worked at a rate of \$115.00 per hour plus reimbursable expenses. Expenses are expected to be limited to mileage (\$0.54 per mile). Based on the scope of work identified above, we estimate costs will not exceed a total of \$6,400.00.

Again, we appreciate the opportunity to offer our services. If you have any questions or require additional information, please contact me at 586-764-9366.

Sincerely,

STREAMSIDE ECOLOGICAL SERVICES, INC.

A handwritten signature in black ink, appearing to read "Michael B. Nurse".

Michael B. Nurse, PWS, Wetlands/Aquatic Biologist