

## AGENDA

### **Red Run Intercounty Drain Drainage Board** Macomb and Oakland Counties

**April 15, 2026 – 10:30 a.m.**

Office of the Oakland County Water Resources Commissioner  
One Public Works, Building 95 West  
Waterford, Michigan, and Microsoft Teams

1. Call meeting to order

Board Members:

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

2. Approval of the meeting agenda for April 15, 2026
3. Approval of Drainage District Board Meeting Minutes from January 21, 2026
4. Public Comment
5. Present Memorandum requesting the Board approve the Easement Agreement and authorize the Chairperson to execute the Agreement and any related and necessary documents
6. Reapportionment Discussion
7. Present Account of Project Standing – HRC
8. Comprehensive Action Plan Update - HRC
9. Present Storm Drain Updates
  - a. Ryan and Chicago
  - b. Schoenherr and 15 Mile Road
10. Henry-Graham Roller Gate Rehabilitation Update – April 1, 2026, Letter from Macomb County
11. Present trial balance
12. Present approval for payment of invoices in the amount of \$97,289.09
13. Other business
14. Adjourn

**Agenda Item No. 3**

Board Meeting Minutes from  
January 21, 2026

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

January 21, 2026

Minutes of the regular meeting of the Drainage Board of the Red Run Drain Drainage District held at the office of the Oakland County Water Resources Commissioner, One Public Works Drive, Building 95 West, Waterford, Michigan on the 21<sup>st</sup> day of January 2026 at 10:30 a.m. Eastern Standard Time and via Microsoft Teams.

Present: Joe Brezvai, Chairperson and Deputy for Dr. Tim Boring, Director of the Michigan Department of Agriculture and Rural Development; Candice Miller, Member and Macomb County Public Works Commissioner; and Jim Nash, Secretary and Oakland County Water Resources Commissioner.

Also Present: Representing the office of the Macomb County Public Works Commissioner; Brian Baker, Don Brown, Jeff Bednar. Representing the office of the Oakland County Water Resources Commissioner: Anne Vaara, Steve Korth, Brian Coburn, Kelsey Cooke, Meg Koss, Sara Rubino, Trisha Bruzek, George Nichols, Gary Nigro, Jack Barshaw and Mel Todd. Others in attendance: Jamie Burton and Sarah George (Hubbell, Roth & Clark) and Kim Smith (OC Fiscal Services).

1. Call meeting to order.

Chairperson Brezvai called the meeting to order at 10:56 a.m.

2. Agenda.

Motion by Nash, supported by Miller, to approve the January 21, 2026, agenda as presented.

Adopted: YEAS – 3  
NAYS – 0

3. Minutes.

Motion by Miller, supported by Nash, to approve the minutes of the December 17, 2025, meeting.

Adopted: YEAS – 3  
NAYS – 0

4. Public Comment.

None.

5. HRC Account of Project Standing

Jamie Burton of Hubbell Roth and Clark (HRC) briefly reviewed the Account of Project Standing reports for the two ongoing Red Run projects. Efforts are currently focused on conceptualizing cost opinions, identifying field data and Right of Way research.

Motion by Miller, supported by Nash, to receive and file the HRC Account of Project Standing reports as presented.

Adopted: YEAS – 3  
NAYS – 0

6. HRC 2025 Update and Comprehensive Action Plan

Jamie Burton reviewed the Red Run Implementation Project presentation and noted there are no areas that require immediate action. However, several areas will require short-term stabilization to prevent further movement while modeling updates are underway. Phase 1 activities continue to include routine administrative tasks such as biweekly team calls and monthly reporting, as well as the development of a comprehensive, dynamic map outlining site conditions and repair and improvement priorities. Capital Improvement Projects and annual maintenance costs for the 12 sites were presented under each option category- maintenance, restoration, and improvement where projected costs were discussed. Further discussion ensued regarding cost apportionments with both Macomb and Oakland Counties agreeing that establishing and defining cost apportionments is a needed action item for upcoming meetings.

Motion by Miller, supported by Nash, to authorize the work group to review the HRC project list for the areas of concern and present a recommendation to the Board regarding proceeding with maintenance, restoration, and/or capital improvement projects for the areas identified and receive and file the Red Run Implementation Project presentation as presented.

Adopted: YEAS – 3  
NAYS – 0

7. Henry-Graham Roller Gate Rehabilitation Update

Gary Nigro reported that after meeting with HRC staff, the Henry-Graham roller gate is able to be rehabbed, and that the site will also require new electrical and mechanical components for gate operation. HRC is preparing a proposal to restore the gate to its original operation with a secondary task to upgrade the gate to fit current day needs for better efficacy.

Motion by Nash, supported by Miller, to receive and file the Henry-Graham roller gate update as presented and to keep the item as an agenda item for future meetings.

Adopted: YEAS – 3  
NAYS – 0

8. Trial Balance

George Nichols presented the Trial Balance report dated January 13, 2026, indicating an available cash balance of \$662,201.84.

Motion by Miller, supported by Nash, to receive and file the Trial Balance as presented.

Adopted: YEAS – 3  
NAYS – 0

9. Invoices and/or Reimbursement of the Drain Revolving Fund

A request for approval of payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$12,687.03 was presented.

Motion by Miller, supported by Nash, to approve the payment of invoices and/or reimbursement of the Drain Revolving Fund in the amount of \$12,687.03 as presented.

Adopted: YEAS – 3  
NAYS – 0

10. Other Business.

None.

11. Adjourn.

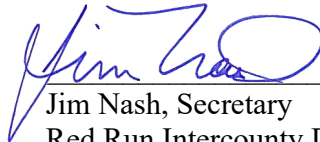
Motion by Nash, supported by Miller, to adjourn the January 21, 2026, meeting at 12:17 p.m.

Adopted: YEAS – 3  
NAYS – 0

Next Regular Meeting: *Office of the Oakland County Water Resources Commissioner, One Public Works Drive, Building 95 West, Waterford, Michigan* and electronically at 10:30 a.m., Eastern Standard Time on February 18, 2026.

I hereby certify that the foregoing is a true and complete copy of the minutes of the Red Run Intercounty Drain Drainage Board, at a meeting held on the 21<sup>st</sup> day of January 2026, and that the meeting was conducted and public notice was given in compliance with the Open Meetings Act being Act 267, Public Acts of Michigan, 1976, as may be amended from time to time and that the minutes were kept and will be or have been made available to the public as required by the Act.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this 21<sup>st</sup> day of January 2026.



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Jim Nash, Secretary  
Red Run Intercounty Drain Drainage Board

**Agenda Item No. 4**

Public Comment

**Agenda Item No. 5**

**Proposed Easement Agreement**

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

**TO: Joseph Brezvai, Chairperson of the Red Run Intercounty Drain Drainage Board**

**FROM: Sara Rubino, Drainage District Legal Counsel**

**SUBJECT: Proposed Easement Agreement**

**DATE: April 15, 2026**

A limited liability company, 29111 Stephenson Highway, LLC, has requested a permanent easement on property owned by the Red Run Intercounty Drain Drainage District. The company owns two parcels in Madison Heights, depicted as Parcel 1 and Parcel 2 in the attached exhibit. The District's property, identified in the exhibit as Parcel 3, is between and adjacent to Parcels 1 and 2.

An access drive located across all three parcels provides vehicular access to East 12 Mile Road. There is a gap between Parcel 1 and 2 so that Parcel 2, which abuts East 12 Mile Road, is not contiguous with Parcel 1. Parcel 3 intersects Parcel 1 and Parcel 2 so that traffic utilizing the access drive from East 12 Mile to reach Parcel 1 must cross the District's property, Parcel 3. In addition, there is a paved drive and parking area located on portion of Parcel 3 that abuts Parcel 1.

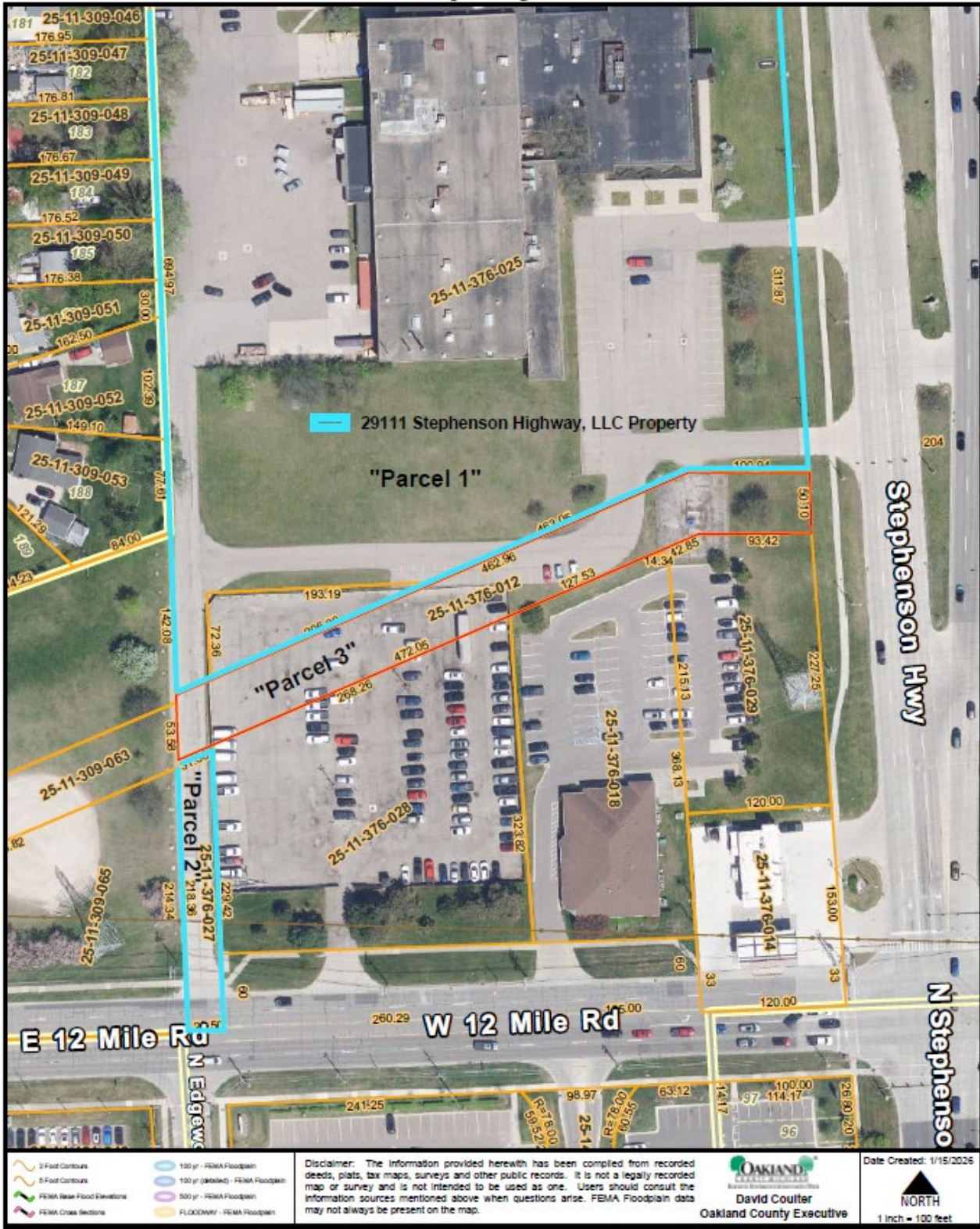
The company requested a permanent easement to facilitate the use, development, operation, and ownership of Parcels 1 and 2, as well as cross access for vehicles, pedestrians, and parking. An easement valuation formula was used to determine that the value of the requested easement is \$13,418.91.

The attached Agreement, which provides sufficient indemnity to the District, grants the requested permanent easement for \$13,418.91. Further, the proposed Agreement prevents the construction of any permanent structures and preserves the District's ability to operate, maintain, repair, relocate, or enlarge any system located within Parcel 3.

**Requested Action: Approve the Easement Agreement and authorize the Chairperson to execute the Agreement and any related and necessary documents.**

Attachment

# Drain Property Encroachment



Oakland County 2100 Pontiac Lake Road Bldg. 41 West Waterford, MI 48328 Phone: 248-668-0721 Web: www.oakgov.com

## EASEMENT AGREEMENT

This Easement Agreement (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2026, by 29111 Stephenson Highway, LLC, a Michigan limited liability company (“LLC”), whose address is 29111 Stephenson Hwy, Madison Heights, Michigan 48071 and the Red Run Intercounty Drain Drainage District (“DRAINAGE DISTRICT”), acting through the Red Run Intercounty Drain Drainage Board, whose address is c/o Oakland County Water Resources Commissioner, One Public Works Drive, Building 95 West, Waterford, Michigan 48328. LLC and DRAINAGE DISTRICT may be referred to individually as a “Party” or collectively as the “Parties”.

### RECITALS

A. LLC owns title to a parcel of real property 25-11-376-025 which is more particularly described in Exhibit A attached hereto and made a part hereof (“Parcel 1”).

B. LLC owns title to a parcel of real property 25-11-376-027 which is more particularly described in Exhibit B attached hereto and made a part hereof (“Parcel 2”).

C. DRAINAGE DISTRICT owns title to a parcel of real property 25-11-376-012 which is more particularly described in Exhibit C attached hereto and made a part hereof (“Parcel 3”).

D. There is an access drive located across Parcel 1, Parcel 2 and Parcel 3 which provides vehicular access to and from East Twelve Mile Road.

E. A portion of the access drive is located within a portion of Parcel 3.

F. LLC desires to obtain a permanent easement over a portion of Parcel 3 from DRAINAGE DISTRICT to facilitate the use, development, operation and ownership of Parcel 1 and Parcel 2.

G. DRAINAGE DISTRICT is willing to grant a permanent easement in consideration of the payment described herein and subject to the terms and conditions of this Agreement.

H. The Parties agree to create by virtue of this Agreement: (i) certain non-exclusive easements on, over, across and through certain portions of Parcel 3, as more particularly depicted on Exhibit D attached hereto and made a part hereof (the “Ingress-Egress Easement Areas”), for the benefit of Parcel 1, Parcel 2 and Parcel 3 for the purpose of permitting vehicular and pedestrian ingress to and egress from East Twelve Mile Road and to and from Parcel 1, Parcel 2 and Parcel 3; and (ii) a non-exclusive easement on, over, across and through a portion of Parcel 3 for the benefit of Parcel 1 for the purpose of using the asphalt pavement drive and parking areas located on Parcel 3 (the “Asphalt Easement Area”).

NOW, THEREFORE, LLC and DRAINAGE DISTRICT hereby declare as follows:

1. Easements for Vehicular Access. LLC and DRAINAGE DISTRICT do hereby create and declare, for the benefit of Parcel 1, Parcel 2 and Parcel 3, a perpetual non-exclusive easement on, over, across and through the Ingress-Egress Easement Areas and the roadways located within the Ingress-Egress Easement Areas for the purpose of permitting vehicular ingress to and egress from East Twelve Mile Road and to and from Parcel 1, Parcel 2 and Parcel 3. The Ingress-Egress Easement Areas may not be modified or reconfigured without the express written consent of DRAINAGE DISTRICT and its successors and assigns. The owners of fee title to Parcel 1 and Parcel 2, as applicable, and their successors, assigns, grantees, tenants, invitees, agents, employees, licensees, mortgagees, all persons having business with any of the foregoing, and all persons claiming by, through or under any of the foregoing, as the case may be, shall be solely responsible for the repair, maintenance, and snow removal Ingress-Egress Easement Areas.

2. Asphalt Easement. DRAINAGE DISTRICT hereby grants to LLC, and their successors, assigns, grantees, tenants, invitees, agents, employees, licensees, mortgagees, all persons having business with any of the foregoing, and all persons claiming by, through or under any of the foregoing, for the benefit of Parcel 1, a perpetual non-exclusive easement on, over, across and through the Asphalt Easement Area within Parcel 3 for the sole purpose of providing parking within Parcel 1, ingress and egress for the fee title owner of Parcel 1.

3. Appurtenant Easements. The easements created pursuant to Paragraphs 1 and 2 above (the "Easements") shall be deemed easements appurtenant to and run with Parcel 1, Parcel 2 and Parcel 3, and shall be binding upon and inure to the benefit of any fee title owner of Parcel 1, Parcel 2 and Parcel 3, as applicable, and their respective successors, assigns, grantees, and mortgagees, including, without limitation, any person or entity who may in the future become a fee title owner of all or any portion of Parcel 1, Parcel 2 and Parcel 3, and all persons claiming by, through or under them.

4. Consideration. As full and complete consideration for the easements granted by DRAINAGE DISTRICT to LLC as described herein, LLC agrees to pay DRAINAGE DISTRICT the sum of \$13,418.91 ("Consideration"). Payment shall be made on or before the Effective Date of this Agreement. DRAINAGE DISTRICT acknowledges receipt of the Consideration upon execution of this Agreement.

5. Indemnity. The owner of fee title to Parcel 1 and Parcel 2 shall each indemnify, defend, and hold harmless DRAINAGE DISTRICT, the owner of fee title of Parcel 3 from and against any and all claims or causes of action, including damage to property, and injury to persons, arising out of the use of the Ingress-Egress Easement Areas and Asphalt Areas by such indemnifying party and its successors and assigns.

6. Breach and Remedies. If there is a breach, or attempted or threatened breach, by any party in any of the terms, covenants and conditions of this Agreement ("Default"), and such Default is not cured within thirty (30) days after written notice to such alleged defaulting party setting forth in reasonable detail the nature of the Default, then the non-defaulting fee owners shall be entitled to full and adequate relief by injunction or other available legal and equitable remedies from the consequences of such breach.

7. DRAINAGE DISTRICT Reservations. The Improvements and all related appurtenances shall be subject to the paramount rights of DRAINAGE DISTRICT. LLC and their respective successors, assigns, grantees, and mortgagees, including, without limitation, any person or entity who may in the future become a fee title owner of all or any portion of Parcel 1 or Parcel 2 ("LLC parties") shall not build or convey to others permission to build any additional permanent structures in or on the easement area.

Notwithstanding anything else contained herein, in the event it becomes necessary for DRAINAGE DISTRICT, its agents, successors or assigns to maintain, operate, repair, clean, enlarge, relocate, or otherwise improve the system located within Parcel 3, and in doing so it requires the removal, disassembly, disturbance or destruction of or damage to the asphalt pavement drive and parking areas (“improvements”) located within the easement, LLC parties shall be solely responsible for any increased costs to DRAINAGE DISTRICT to remove the improvements and all costs associated with the restoration of improvements. LLC parties acknowledge and further hold harmless DRAINAGE DISTRICT for any and all costs and expenses incurred in and arising out of any use of the easement for any of the purposes legally allowed arising out of the existence of this easement. LLC parties shall be solely responsible for any damage to DRAINAGE DISTRICT’s facilities due to use of the easement area.

8. Governing Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Michigan.

9. Severability. If any term, provision or condition contained in this Declaration shall, to any extent, be invalid or unenforceable, the remaining provisions of this Declaration (and the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

10. Binding Effect. This Declaration shall be binding upon and inure to the benefit of the parties hereto, and their respective successor and assigns.

[signature and notary on following page]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the day and year first above written.

29111 Stephenson Highway, LLC, a Michigan limited liability company,

\_\_\_\_\_  
By: John N. Nowak  
Its: Manager

State of \_\_\_\_\_ )  
  )ss.:  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, acting in the state and county aforesaid, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of 29111 Stephenson Highway, LLC, a Michigan limited liability company, known to me to be the person named in and who executed the foregoing instrument on behalf of said company.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County  
My Commission Expires: \_\_\_\_\_

Red Run Intercounty Drain Drainage District

\_\_\_\_\_  
By: Joseph Brezvai  
Its: Chairperson

State of \_\_\_\_\_ )  
  )ss.:  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, acting in the state and county aforesaid, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Red Run Intercounty Drain Drainage District, known to me to be the person named in and who executed the foregoing instrument on behalf of said entity.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County  
My Commission Expires: \_\_\_\_\_

Drafted by and when  
Recorded return to:

Michael Emmer, Esq.  
Taft Stettinius & Hollister LLP  
27777 Franklin Road, Suite 2500  
Southfield, Michigan 48034

## EXHIBIT A

### Parcel 1

T1N, R11E, SEC 11 PART OF SW 1/4 BEG AT PT DIST S 88-53-10 W 746.99 FT & N 02-19-10 W 430.35 FT FROM S 1/4 COR, TH N 88-36-50 W 100.94 FT, TH S 68-19-20 W 463.05 FT, TH N 00-45-00 W 694.97 FT, TH N 89-15-00 E 518.12 FT, TH ALG CURVE CONCAVE RIGHT, RAD 38095 FT, CHORD BEARS S 02-29-03 E 221.69 FT, DIST OF 221.69 FT, TH S 00-19-10 E 311.87 FT TO BEG EXC BEG AT PT DIST S 88-53-10 W 866.99 FT & S 89-19-32 W 395.29 FT & N 00-42-53 W 283.01 FT FROM S 1/4 COR, TH N 00-42-53 W 72.36 FT, TH N 89-17-07 E 193.19 FT, TH S 68-45-08 W 206.30 FT TO BEG 7.14 A 4/26/89 FR 011

Tax identification number: 25-11-376-025

Commonly known as: 29111 STEPHENSON HWY MADISON HEIGHTS MI 48071-2330

**EXHIBIT B**

**Parcel 2**

T1N, R11E, SEC 11 PART OF SW 1/4 BEG AT PT DIST S 88-53-10 W 866.99 FT & S 89-19-32 W 395.29 FT FROM S 1/4 COR, TH S 89-19-32 W 29.50 FT, TH N 00-42-53 W 218.36 FT, TH N 68-45-08 E 31.50 FT, TH S 00-42-53 E 229.42 FT TO BEG 0.15 A 4/25/89 FR 017

Tax identification number: 25-11-376-027

Commonly known as: 29111 STEPHENSON HWY # DRIVEWAY MADISON HEIGHTS MI 48071-2330

## EXHIBIT C

### Parcel 3

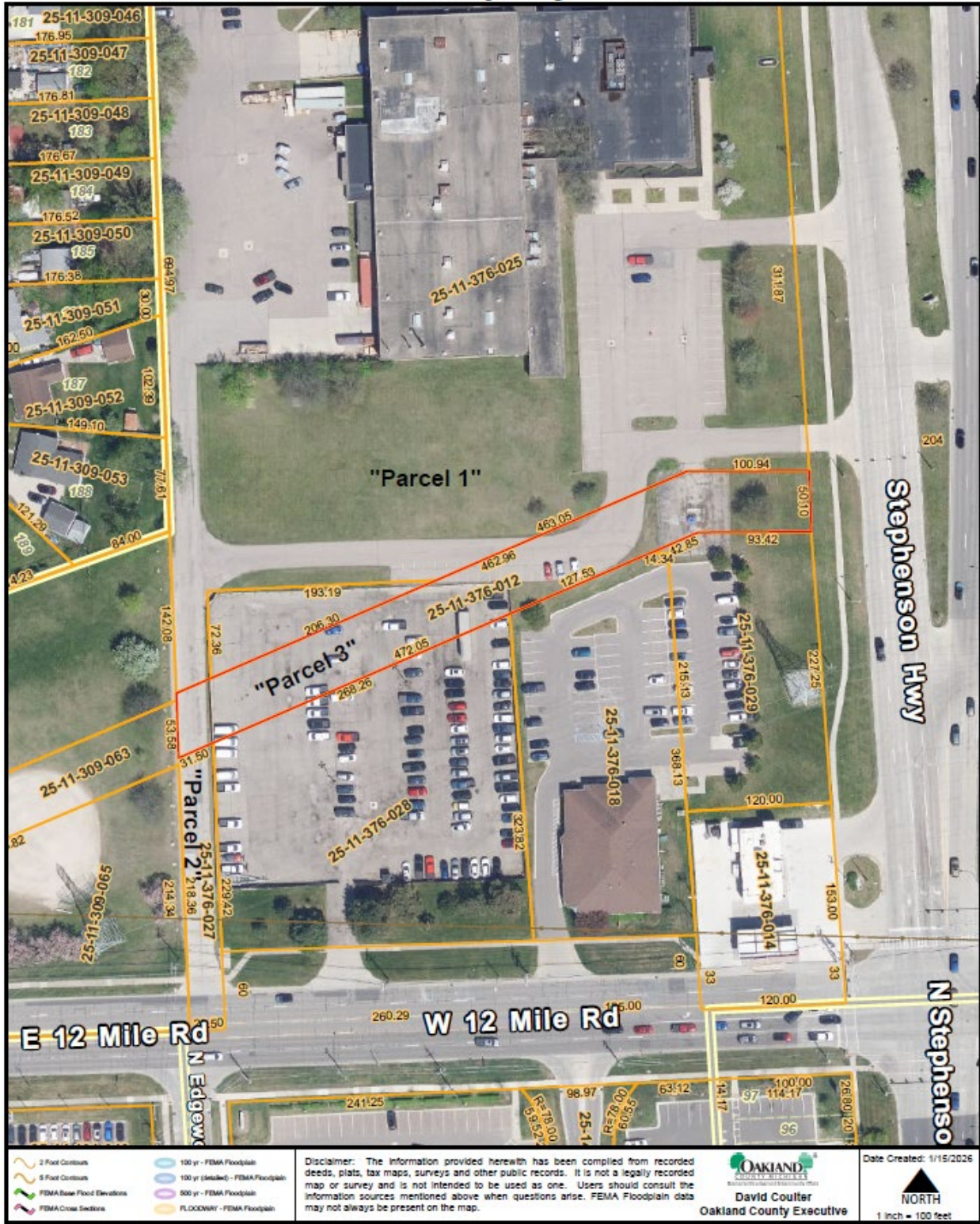
T1N, R11E, SEC 11 PART OF E 1/2 OF SW 1/4 BEG AT PT DIST S 88-53-10 W 1292.17 FT & N 00-37-40 W 218.46 FT FROM S 1/4 COR, TH N 00-37-40 W 53.58 FT, TH N 68-19-20 E 462.96 FT, TH S 88-36-50 E 100.94 FT, TH S 02-19-10 E 50.10 FT, TH N 88-36-50 W 93.92 FT, TH S 68-19-10 W 472.05 FT TO BEG 0.64 A

Tax identification number: 25-11-376-012

Commonly known as: 29041 STEPHENSON HWY MADISON HEIGHTS MI 48071-2313

EXHIBIT D

Red Run Drain Property Encroachment





**Agenda Item No. 6**

Reapportionment Discussion

**Agenda Item No. 7**

Account of Project Standing - HRC

**Red Run Intercounty Drain Drainage Board  
2025 Update and Comprehensive Action Plan  
Account of Project Standing**



HRC Project # 20250308.02

APS #: 9

Time Period: March 01, 2026 thru March 31, 2026

Date Issued: April 04, 2026

Prepared By: Jamie Burton

**Project Task Summary:**

**Phase 1: Conditions and Priorities**

**Task 1- Merge all available data sets into comprehensive and centralized GIS platform - *Complete***

- Warren & Sterling Heights storm utility data
  - Includes available outfall locations, which are also present in other datasets
- 2019 inspection data (points, lines, and images. This is the “700 photos” data)
- HRC invasive species point data with images
- Army Corp of Engineer site walk points with photos (2017, 2022, 2023, 2024)
- Open and enclosed drains that are tributary to Red Run drain (or other larger drains that are tributary)
- Larger drains that are tributary to Red Run drain
- FEMA floodplain data
- 2022 SEMCOG Landcover data (vector data derived from imagery)
- Red Run Bank stabilization data (20180678 job number)
- Location of 7 soil boring sample points (data is just south of Metro Parkway)
- Flow Guage locations
- Red Run flow data
  - Flow, Section, 2YR\_WS, 10YR\_WS, 100YR\_WS
  - *The \*YR\_WS are all yes/no values*
- 2019 “Condition Snake” data
- 2025 Drone slight imagery & 3D model
- ROW limits added this reporting period

**Task 2 – Scan and categorize all Red Run files into one central location - *Complete***

- On going as material is located
- SharePoint Drive has been created and available

**Task 3 – Develop a consistent rating system for banks – *Complete***

- Met with staff to go over ranking system
- Found representative sites for field review
- Meeting on 9/4/25 to field verify the preliminary ranking criteria
- Decided on a numerical ranking system to fall more in line with a conventional AMP type classification and processing matrix

**Task 4 – Evaluate conditions in drain conditions from 2018-2025 – *Complete***

- To be complete immediately after field verification of ranking matrix

**Task 5 – Overlay and comment on ROW/easement availability or encroachments – *Complete***

**Red Run Intercounty Drain Drainage Board  
2025 Update and Comprehensive Action Plan  
Account of Project Standing**



**Task 6- Identify any areas that should be addressed immediately with recommended stabilization measures – *None Identified***

**Task 7- Review existing modeling and flow data to estimate sheer stress concerns over a variety of flows - *In process***

**Task 8- Establish a repeatable prioritization metric - *Complete***

**Task 9- Prepare a comprehensive but dynamic map of the conditions and priorities for repair and improvement – *Complete***

**Task 10- Preliminary report memo and presentation to the Board – *Complete***

**Task 11- Normal administrative tasks including biweekly team calls and monthly reports to the Board – *Ongoing***

**Phase 2- Restoration and Improvement Recommendations – ALL FUTURE TASKS**

**Task 1- Review previous project designs and current field conditions to see what worked well and why**

**Task 2- Field Data Collections**

**Task 3- Generate design cross sections and stabilization means per conditions**

**Task 4- Provide planning level estimates of probable project costs and run costs through the current apportionment rolls**

**Task 5- Comment on other recommendations**

**Task 6- Normal administrative tasks including biweekly team calls and monthly reports to the Board**

**Task 7- Preliminary report memo and presentation to the Board**

**Task 8- Final report memo and presentation to the Board**

**Work Completed Since Last Account of Project Standing (APS):**

- Presentation to Drain Board
- Prioritized projects for design consideration
- Project information sheets prepared

**Red Run Intercounty Drain Drainage Board  
2025 Update and Comprehensive Action Plan  
Account of Project Standing**



**Focus of Efforts in Next Period:**

- Finalizing memo
- Identification of field data needed i.e. soil borings, topographical survey, boundary survey
- Easement / Right of Way research
- Prioritization of projects

**Critical Decisions Made:**

- Prioritizing of site locations

**Outstanding Critical Questions:**

- None at this time

**Client Assistance Needed:**

- None at this time

**Schedule Concerns**

- None at this time

**Scope and/or Budget Concerns:**

- None at this time

## Red Run Drain Freedom Hill Restoration



APS #: 56

Time Period: March 01, 2026, thru March 31, 2026

Prepared By: Nancy Kolinski

Date Issue: April 01, 2026

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### Red Run Drain Supplemental Services:

#### Miscellaneous:

- **USACE Freedom Hill Phase 2 Coordination-** Red Run South bank (AEI): 95% plans complete. Project on hold until funds are available
- **USACE GWK Outfall project (KZF):** Final documents submitted to USACE. Waiting for funds to be allocated for implementation.
- **Red Run Resilience Study (DAR2v2):** Coordination ongoing. H&H model being worked on
- **Red Run Spill Response:** Sensors installed and staff monitoring communications and operation
- **Red Run 2025 Update:** see separate APS

**Agenda Item No. 8**

Comprehensive Action Plan - HRC

**Agenda Item No. 9**

Storm Drain Updates

**Agenda Item No. 10**

Henry-Graham Roller Gate Rehabilitation Update –  
April 1, 2026, Letter from Macomb County



April 1, 2026

Joe Brezvai, Chair, Red Run Intercounty Drain Drainage Board  
Michigan Department of Agriculture and Rural Development  
525 West Allegan  
Lansing, MI 48933

Dear Mr. Brezvai,

At the November 20, 2025 Red Run Intercounty Drainage Board meeting, the board discussed and approved Macomb's request to repair and reinstall the restrictor gate on the Henry Graham outlet to the Red Run. The motion also stated the Drainage Board would be given monthly updates on this project.

Since that meeting, the Board has only received verbal updates stating the reinstallation was being studied. The updates lacked a clear plan forward on when the gate would be reinstalled and functioning to the requirements as agreed to by the Drainage Board in the past.

It would be in our best collective interests for a written plan to be presented to the board including a timetable for when the gate would be installed and operational. We must remind ourselves that the Red Run Drain is not a natural watercourse with naturally occurring flood plains that has developed over centuries. The Red Run Drain is an engineered drain with a limited capacity. The restrictor gate was a part of that engineered design to limit flow so that the drain would not go beyond its design capacity.

With spring and summer rain events on the horizon, we must have the protections that have been agreed to in place and functioning.

Sincerely,

Candice S. Miller  
Macomb County Public Works Commissioner

**Agenda Item No. 11**

Trial Balance



Trial Balance

**Organization** Oakland County  
**Periods** FY2026 : Apr  
**Ledger** Actuals  
**Accounting Worktag** FND82902 Red Run Federal Drain Ch21  
**Book** Operating  
**Company Currency** USD  
**Translation Currency** USD  
**Run** 04/08/2026 06:11 PM

Consolidation Data

Ledger Account	Beginning Balance	Debit Amount	Credit Amount	Ending Balance
100100:Cash - Operating	636,161.28	2,201.41	3,015.13	635,347.56
104100:Accrued Interest on Investment	0.00	0.00	0.00	0.00
126100:Due from Municipalities	0.00	0.00	0.00	0.00
126105:Due from Municipalities-AR Con	69,251.50	0.00	0.00	69,251.50
201210:Vouchers Payable AP Cont	0.00	0.00	0.00	0.00
211100:Due to Primary Government	(89,880.85)	0.00	0.00	(89,880.85)
228100:Deposits Liability	(13,500.00)	0.00	0.00	(13,500.00)
230852:Accounts Payable	0.00	0.00	0.00	0.00
381350:FB Restricted Programs	(664,063.61)	0.00	0.00	(664,063.61)
630000:Charges for Services	(83,995.90)	0.00	0.00	(83,995.90)
655000:Investment Income	(11,393.77)	19.67	2,201.41	(13,575.51)
730000:Contractual Services	129,944.43	0.00	0.00	129,944.43
770000:Internal Support Expenditures	27,476.92	2,995.46	0.00	30,472.38
<b>Total</b>	<b>0.00</b>	<b>5,216.54</b>	<b>5,216.54</b>	<b>0.00</b>

Cash	\$635,347.56
Permit Held	(13,500.00)
Due From Macomb County - AR Con	69,251.50
DRF Reimbursement	(89,880.85)
<b>Total Cash Available</b>	<b>\$601,218.21</b>

**Agenda Item No. 12**

Invoices

**MEMO TO:** Mr. Jim Nash, Chairman  
of the Intercounty Drainage Board for the RED RUN FEDERAL DRAIN

**FROM:** Shawn Phelps, Chief of Fiscal Services  
OCWRC Accounting

*Ⓡ for Shawn Phelps*

**DATE:** April 15, 2026

**SUBJECT:** Request for Approval of Invoices

Request for Board approval of payment of the following invoices:

Ref No.	Paid To	For	Amount
JE049997	Applied Science Inc	Invoice # ASI Inv #9464 - Contracted Services - 9/28/25 - 11/01/25	\$ 12,446.50
JE049997	Applied Science Inc	Invoice # ASI Inv #9511 - Contracted Services - 11/02/25 - 11/29/25	17,442.50
JE051761	Applied Science Inc	Invoice # ASI Inv #9548 - Contracted Services - 11/30/25 - 12/27/25	4,173.50
JE051761	Applied Science Inc	Invoice # ASI Inv #9576 - Contracted Services - 12/28/25 - 1/31/26	3,117.50
TBP	Applied Science Inc	Invoice # ASI Inv #9600 - Contracted Services - 02/01/26 -02/28/26	2,909.50
TBP	Macomb County Public Works	Invoice AR26000479 - Reimbursement Materials & Supplies	166.59
<b>Total</b>			<b>\$ 40,256.09</b>
JE049997	Hubbell, Roth, & Clark Inc	Inv # 0230328 - Contracted Services - 08/16/25 - Proj# 1-7494	\$ 626.43
<b>Project # 1-7494 Total</b>			<b>\$ 626.43</b>
JE049997	Hubbell, Roth, & Clark Inc	Inv # 0230329 - Contracted Services - 08/16/25 - Proj# 1-7982	\$ 12,525.38
JE049997	Hubbell, Roth, & Clark Inc	Inv # 0232232 - Contracted Services -10/11/25 - Proj# 1-7982	16,305.97
JE049997	Hubbell, Roth, & Clark Inc	Inv # 0234620 - Contracted Services - 01/03/26 - Proj# 1-7982	8,199.36
JE051761	Hubbell, Roth, & Clark Inc	Inv # 0235302 - Contracted Services - 01/31/26 - Proj# 1-7982	15,043.71
TBP	Hubbell, Roth, & Clark Inc	Inv # 0236066 - Contracted Services - 02/28/26 - Proj# 1-7982	4,332.15
<b>Project # 1-7982 Subtotal</b>			<b>\$ 56,406.57</b>
<b>Grand Total</b>			<b>\$ 97,289.09</b>

**Agenda Item No. 13**

Other Business

**Agenda Item No. 14**

Adjourn