

# **PUBLIC HEARING**

## **2018 – 2022 Community Recreation Plan**

**Huron-Clinton Metropolitan Authority  
September 14, 2017  
Lake Erie Metropark – Pool Food Bar Area  
10:30 a.m.**

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1. Chairman's Statement
2. 2018-2022 Community Recreation Plan Review – Nina Kelly
3. Public Participation
4. Motion to Close the Public Hearing

*Note: Action on the 2018-2022 Community Recreation Plan will be taken during the regular meeting of the Board of Commissioners following the public hearing.*



**AGENDA**  
**Huron-Clinton Metropolitan Authority**  
**Board of Commission Meeting**  
**September 14, 2017 – After Public Hearing**  
**Lake Erie Metropark – Pool Food Bar Area**

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1. Chairman's Statement
2. Public Participation
3. Approval – August 10, 2017 Regular Meeting and Closed Session Minutes
4. Approval – September 14, 2017 Full Agenda

**Consent Agenda**

5. **Approval – September 14, 2017 Consent Agenda**
  - a. Approval – August 2017 Financial Statements and Payment Registers
  - b. Approval – August 2017 Appropriation Adjustments **pg. 1**
  - c. Purchases
    1. Phragmites Invasive Species Control, Various Locations **pg. 5**
    2. Tasers, Police Department **pg. 7**
  - d. Report – Purchases over \$10K **pg. 9**
  - e. Approval/Resolution – Exemption of Taxes Subject to Capture **pg. 11**
  - f. Approval/Resolution – MNRTF Land Acquisition Project Agreement Extension **pg. 15**
  - g. Bids – Sanitary Sewer Rehabilitation, Stony Creek Metropark **pg. 21**
  - h. Bids – 30-Ton Chiller Replacement, Indian Springs Metropark **pg. 25**
  - i. Bids – ADA Access Improvements and Bridge Approach Replacement, Lower Huron/Willow **pg. 27**
  - j. Bids – Salt Storage Structure, Willow Metropark **pg. 33**
  - k. Approval – Revised Kronos Contract **pg. 37**

**Regular Agenda**

6. **Reports**
  - A. *Administrative Department*
    1. Approval – 2017 Audit Services Agreement **pg. 43**
    2. Approval – NexVortex SIP/VOIP Phone Service Agreement **pg. 57**
    3. Approval – Foundation Member Appointments **pg. 67**
  - B. *Planning Department*
    1. Approval – Hudson Mills Master Plan **pg. 77**
    2. Approval/Resolution – 2018-2022 Community Recreation Plan **pg. 79**
    3. Approval – Clinton River Area Mountain Bike Association (CRAMBA) MOU **pg. 83**
  - C. *Engineering Department*
    1. Approval – Cell Tower Renewal Agreement, Wolcott Mill Metropark **pg. 89**
    2. Approval – Cell Tower Renewal Agreement, Stony Creek Metropark **pg. 103**
    3. Approval – SEMCO Gas Installation Agreement, Stony Creek Metropark **pg. 111**
    4. Approval – Change Order, EIFS System Repairs, Lake St. Clair Metropark **pg. 115**
7. Other Business
8. Staff Leadership Update
9. Commissioner Comments
10. Motion to Adjourn

<p style="text-align:center">The next regular Metroparks Board meeting will take place <b><u>Thursday, October 12, 2017 – 10:30 a.m.</u></b> Hudson Mills Metropark – Activity Center</p>
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**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Rebecca Franchock, Supervisor of Budgeting and Payroll  
Subject: Approval – August Appropriation Adjustments  
Date: September 7, 2017

**Action Requested: Motion to Approve**

That the Board of Commissioners' approve the August 2017 Appropriation Adjustments as recommended by Supervisor of Budgeting and Payroll Rebecca Franchock and staff.

**Background:** The Metroparks ERP system provides a work-flow process to facilitate departmental budget management. Requested transfers are initiated by department staff and routed to the appropriate Department Head/District Superintendent for review and approval. Finance provides a final review of the approved requests to verify that they do not negatively impact the Fund Balance.

For August, \$817,815 represents funds transferred between accounts within and between departments to cover over budget accounts or to move funds to the correct account. During the month, no amendments that affected Fund Balance.

**Attachment: August Appropriation Adjustments**



**Huron-Clinton Metropolitan Authority**  
**August 2017 Appropriation Transfer Summary**

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**Expense Accounts**

<b>Location</b>	<b>Increase</b>	<b>Decrease</b>	<b>Difference</b>
<b>Capital Improvements</b>			
Administrative Office	\$ -	\$ 314,999	\$ (314,999)
Lake St. Clair	172,024	-	172,024
Kensington	56,988	-	56,988
Lower Huron/Willow/Oakwoods	12,451	-	12,451
Stony Creek	171,626	9,576	162,050
Lake Erie	60,397	-	60,397
Wolcott	14,144	13,719	425
<b>Total</b>	<b>\$ 487,630</b>	<b>\$ 338,294</b>	<b>\$ 149,336</b>
<b>Major Maintenance</b>			
Administrative Office	\$ 4,525	\$ 99,357	\$ (94,832)
Lake St. Clair	23,733	-	23,733
Kensington	5,111	-	5,111
Lower Huron/Willow/Oakwoods	14,840	54,403	(39,563)
Hudson Mills/Dexter/Delhi		2,661	(2,661)
Stony Creek	26,324	-	26,324
Lake Erie	306	28,150	(27,844)
Wolcott	29,471	12,042	17,429
Indian Springs	10,297	-	10,297
<b>Total</b>	<b>\$ 114,607</b>	<b>\$ 196,613</b>	<b>\$ (82,006)</b>
<b>Operations</b>			
Lake St. Clair	\$ 55,960	\$ 55,960	\$ -
Kensington	5,000	5,000	-
Lower Huron/Willow/Oakwoods	57,378	6,335	51,043
Hudson Mills/Dexter/Delhi	3,861	3,200	661
Stony Creek	49,500	49,500	-
Lake Erie	33,760	2,250	31,510
Wolcott	7,619	-	7,619
Indian Springs	500	500	-
Huron Meadows	2,000	-	2,000
<b>Total</b>	<b>\$ 215,578</b>	<b>\$ 122,745</b>	<b>\$ 92,833</b>
<b>Administrative</b>			
Administrative Office	\$ -	\$ 160,163	\$ (160,163)
<b>Total</b>	<b>\$ -</b>	<b>\$ 160,163</b>	<b>\$ (160,163)</b>
<b>Total Expense</b>	<b>\$ 817,815</b>	<b>\$ 817,815</b>	<b>\$ -</b>
<b>Grand Total (Net)</b>	<b>\$ 817,815</b>	<b>\$ 817,815</b>	<b>\$ -</b>







# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Ryan J. Colliton, Manager of Natural Resources and Environmental Compliance  
 Project No: ITB 2017-041  
 Project Title: Phragmites Invasive Species Control  
 Date: Sept. 7, 2017

## Action Requested: Motion to Approve

That the Board of Commissioners' award contracts to the low responsive, responsible bidders, PLM Lake and Land Management, and GEI Consultants in the amount not to exceed \$10,000 each as recommended by Manager of Natural Resources and Environmental Compliance Ryan Colliton and staff.

**Fiscal Impact:** This project is a 2017-budgeted item; funds are available in the Major Maintenance Outside Services account (\$330,000).

**Scope of work:** Work will consist of spraying re-sprouts of non-native Phragmites in areas previously sprayed. Work will take place at Stony Creek, Wolcott Mill and Lake St. Clair Metroparks and has been an annual management activity since 2013.

**Background:** In 2013, the Metroparks began to control invasive Phragmites (*Phragmites australis ssp. australis*) by spraying annual growth with systemic herbicide. To execute this method properly, it is essential to treat any regrowth of this invasive species with herbicide the following year. Funding allocated for herbicide treatment of Phragmites will be used on areas that had previously been treated.

Removing Phragmites will promote the establishment of native species and increase native biological diversity in the Metroparks system enhancing recreation and education opportunities while promoting sound stewardship of our resources. As a member of the Lake St. Clair Cooperative Invasive Species Management Area (CISMA), the Metroparks will be reimbursed for 50 percent of the cost of this work as per the grant agreement signed in 2015 under the Michigan Invasive Species Grant Program.

Staff recommends the contractors listed below for the work to be completed this year.

Location	Contract Not-to-exceed	Contractor Price Per Person / Hour		
		PLM Lake & Land Management	Clarke Aquatic Services	GEI Consultants
Lake St. Clair	\$10,000	\$130.00	No Bid	No Bid
Stony Creek and Wolcott Mill	\$10,000	\$130.00	\$612.00	\$85.00

\* Indicates the low indicates the responsive, responsible bidder.





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Michael Reese, Acting Director/Chief of Police  
 Project Title: Tasers  
 Location: Metroparks Police Department, all locations  
 Date: September 7, 2017

## Action Requested: Motion to Approve

That the Board of Commissioners' approve the purchase of 15 Tasers from Axon Corporation in Scottsdale, Arizona in the amount of \$20,501.57 for use in the Metroparks Department as recommended by Acting Director/Chief of Police Michael Reese and staff.

**Fiscal Impact:** Funds are available in the 2017 Board-approved budget to cover the cost of the Tasers. The cost will be offset by a \$7,500 Risk Avoidance Program (RAP) grant from the Michigan Municipal Risk Management Authority (MMRMA). The final cost to the Metroparks will be \$13,001.57 after the grant revenue is received.

**Scope of Work:** Furnish and deliver 15 new Tasers for use in the Metroparks Police Department.

**Background:** Police Officers currently carry batons and chemical spray for non-lethal force. On a National level when apprehending suspects, there has been several instances where Officers were assaulted, injured and/or killed. The Metroparks Police Department has not incurred a death; however, Officers have been assaulted and injured. With the addition of a Taser, this would provide Officers with options without physical contact. The use of Tasers is designed to effectively incapacitate a suspect from a safe distance curtailing the need for physical or deadly force.

The Taser would be incorporated into the Metroparks Police Department to provide a less-than-lethal intermediate weapon for the defense of Officers and public. It is a safe and more productive transitional weapon. This allows Officers to safely engage with combative suspects at a distance; controlling their actions with limited close-quarter contact, preventing injuries to both the suspect and Officer. In addition, it will help reduce the potential for workman's compensation claims from Officers due to injury.

<u>Vendor</u>	<u>City</u>	<u>Amount</u>
Axon Corporation	Scottsdale, AZ	\$20,501.57





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Michael Reese, Acting Director  
 Subject: Update – Purchases over \$10,000  
 Date: September 7, 2017

## Action Requested: Motion to Receive and File

That the Board of Commissioners' receive and file the update for purchases over \$10,000, up to, and including \$25,000 as submitted by Acting Director Reese and staff.

**Background:** On May 9, 2013, the Board approved the updated financial policy requiring the Director to notify the Board of purchases exceeding \$10,000, up to, and including \$25,000.

The following list is purchases exceeding the \$10,000 threshold:

<u>Vendor</u>	<u>Description</u>	<u>Price</u>
1. Accuform Printing & Graphics	2018 Annual Permits	\$15,611.00
2. Janssen Refrigeration	Compressor for Dairy Barn, Wolcott Mill Metropark Farm Center	\$12,042.00
3. CDW	HP 1950 48 Port POE Switches (6), for Fiber Optic Project	\$11,030.28
4. Rosseel's Farm & Garden Supply	Brush Hog Mower, Wolcott Mill Metropark Farm Center	\$10,833.37
5. MI Recreational Construction	Spray Pad Water Showers Toys, Lake Erie Metropark	\$10,715.00





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Michael Reese, Acting Director  
Subject: Approval – Exemption of Taxes Subject to Capture  
Date: September 7, 2017

**Action Requested: Motion to Approve**

That the Board of Commissioners' approve the Resolution exempting Ad Valorem Property Taxes from Capture for the Sashabaw Road Corridor Improvement Authority and direct staff to file the resolution in accordance with the applicable statutes governing the taxing authorities as recommended by Acting Director Michael Reese and staff.

**Background:** The Charter Township of Independence held a public hearing on Aug. 22, 2017 regarding proposed modifications of the existing 2017 Development Plan and Tax Increment Financing Plan for the Sashabaw Road Corridor Improvement Authority.

The Plan primarily includes two parts: (1) extending the Plan expiration date; and (2) adjusting the Development boundaries to remove two parcels from the Tax Increment Financing Plan.

**Attachment: Resolution – Sashabaw Road Corridor Improvement Authority**





**HURON-CLINTON METROPOLITAN AUTHORITY  
13000 HIGH RIDGE DRIVE, BRIGHTON, MICHIGAN 48114**

**RESOLUTION EXEMPTING AD VALOREM PROPERTY TAXES FROM CAPTURE**

**Regarding the Sashabaw Road Corridor Improvement Authority**

Upon motion made by Commissioner \_\_\_\_\_

Supported by Commissioner \_\_\_\_\_

**AT A MEETING OF THE BOARD OF COMMISSIONERS OF THE HURON-CLINTON METROPOLITAN AUTHORITY HELD ON September 14, 2017, THE BOARD ADOPTED RESOLUTION 2017-06:**

**WHEREAS**, the Charter Township of Independence, County of Oakland, Michigan (the “Municipality”), pursuant to Act 280, Public Acts of Michigan, 2005, as amended (“Act 280”), has established a Corridor Improvement Authority (the “CIA”), and proposes to amend and restate its development plan and tax increment finance plan; and

**WHEREAS**, the Municipality held a public hearing on the proposed plan amendment on August 22, 2017; and

**WHEREAS**, ad valorem property taxes levied by the Huron-Clinton Metropolitan Authority (the “Authority”) could be subject to capture by the CIA under Act 280; and

**WHEREAS**, in recent years the Authority has experienced a significant loss in property tax revenue as values have sharply declined; and

**WHEREAS**, the Board of Commissioners of the Authority (the “Board of Commissioners”) reserves the right to preserve and protect the Authority’s tax base across its five-county region; and

**WHEREAS**, the Board of Commissioners has authorized staff to pursue the avoidance of tax capture by local development finance authorities to protect the Authority’s tax base; and

**WHEREAS**, Section 18 of Act 280 provides that not more than 60 days after a public hearing on the tax increment financing plan of a Corridor Improvement Authority, “the governing body in a taxing jurisdiction levying ad valorem property taxes that would otherwise be subject to capture may exempt its taxes from capture by adopting a resolution to that effect and filing a copy with the clerk of the municipality proposing to create the authority.”; and

**WHEREAS**, the Board of Commissioners desires to exempt the ad valorem taxes of the Authority from capture by the CIA.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The Authority hereby exempts its ad valorem taxes from capture by the CIA.
2. The Secretary of the Board of Commissioners shall immediately file a copy of this resolution with the Clerk or Secretary of the Municipality.
3. This Resolution shall take immediate effect.
4. Any resolutions or parts of resolutions which conflict with this resolution are repealed and rescinded to the extent of such conflict.

AYES: Commissioners: \_\_\_\_\_

ABSTAIN: Commissioners: \_\_\_\_\_

NAYS: Commissioners: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority on September 14, 2017

\_\_\_\_\_  
Bernard Parker, Secretary

**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Ryan Colliton, Manager of Natural Resources and Environmental Compliance  
Subject: Approval/Resolution – MNRTF Land Acquisition Project Agreement Extension  
Location: Lake St. Clair Metropark, Macomb County  
Date: September 7, 2017

**Action Requested: Motion to Approve**

That the Board of Commissioners' approve the resolution for an extension of the Michigan Natural Resources Trust Fund grant period to allow recoupment of expenditures covered under the original grant as recommended by Manager of Natural Resources and Environmental Compliance Ryan Colliton and staff.

**Fiscal Impact:** This project has been completed and no funds were required in 2017. All funds eligible for reimbursement of \$229,000 will be deposited into the grant revenue account.

**Background:** In 2013, the Huron-Clinton Metroparks received a grant from the Michigan Natural Resources Trust Fund for land acquisition of adjacent properties at Lake St. Clair Metropark. To date, all available lands were purchased. At this time and the Metroparks will not be pursuing further acquisition of properties.

The grant period ended in the spring of 2017 and the Natural Resources Department was contacted by the Michigan Department of Natural Resources indicating an extension request was necessary for reimbursement.

**Attachment: Resolution for MNRTF  
MNRTF Land Acquisition Project Agreement Amendment**





**HURON-CLINTON METROPOLITAN AUTHORITY**  
**RESOLUTION**

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Upon motion made by Commissioner \_\_\_\_\_

Supported by Commissioner \_\_\_\_\_

**At a meeting of the Board of Commissioner of the Huron-Clinton Metropolitan Authority held on September 14, 2017, the Board adopted Resolution 2017-07:**

**WHEREAS**, the Department of Natural Resources of the state of Michigan is requesting an extension of the Michigan Natural Resources Trust Fund – Land Acquisition Grant and one of the requirements of the extension is to furnish a resolution from the governing body stating that the extension is necessary for reimbursement of land purchases made by the Huron-Clinton Metropolitan Authority; and

**WHEREAS**, the Huron-Clinton Metropolitan Authority desires to apply for an extension to the Michigan Department of Natural Resources for a Michigan Natural Resources Trust Fund – Land Acquisition Grant to assist in recoupment of expenditures by the Huron-Clinton Metropolitan Authority; and

**WHEREAS**, the proposed development is in accordance with the Five-Year-Plan adopted by the Board of Commissioners of the Huron-Clinton Metropolitan Authority at their regular meeting Thursday, February 14, 2013;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Huron-Clinton Metropolitan Authority:

1. That an extension be request be made to the Michigan Department of Natural Resources, as amended for a grant for reimbursement of land acquisition purchases made by The Huron-Clinton Metropolitan Authority with a new grant deadline of December 31, 2017.
2. That if this extension is awarded, no additional monies will be budgeted or utilized for the purchase of properties and that the extension period (December 31, 2017) will be utilized to complete grant requirements including final reimbursement.

AYES: Commissioners: \_\_\_\_\_  
ABSTAIN: Commissioners: \_\_\_\_\_  
NAYS: Commissioners: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority on September 14, 2017.

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Bernard Parker, Secretary





Michigan Department of Natural Resources - Grants Management

**MICHIGAN NATURAL RESOURCES TRUST FUND  
LAND ACQUISITION PROJECT AGREEMENT AMENDMENT**

**Project Title:** Lake St. Clair Metropark Land Acquisition

**Project Number:** TF12-057

**Amendment Number:** 1

This is an amendment to the Agreement entered into between the Michigan Department of Natural Resources ("DEPARTMENT") and **HURON-CLINTON METROPOLITAN AUTHORITY** IN THE COUNTY OF **MACOMB** ("GRANTEE") for the Michigan Natural Resources Trust Fund acquisition grant number **TF12-057**. The purpose of this amendment is to extend the end date of the project period from **MARCH 27, 2014** to **DECEMBER 31, 2017**, as further explained in correspondence from the GRANTEE to the DEPARTMENT dated June 5, 2017.

A. The DEPARTMENT and the GRANTEE mutually agree to amend the Agreement as follows:

Paragraphs 2 and 9(k) will be amended to read as follows:

2. The time period allowed for project completion is **AUGUST 12, 2013** through **DECEMBER 31, 2017**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to the Agreement.

9(k) To complete acquisition of the entire project area before **MARCH 31, 2018**.

Failure to acquire the project area before **MARCH 31, 2018** shall constitute a breach of the Agreement and subject the GRANTEE to the remedies provided by law and set forth in Section 23 of the Agreement.

B. All other provisions of the Agreement shall be continued in full force and effect.

C. The amendment may be executed separately by the parties and is not effective until both the GRANTEE and the DEPARTMENT have signed it.

D. This amendment modifies an Agreement that was approved by resolution of the GRANTEE'S governing body as evidenced by the resolution attached to the Agreement. It is the sole responsibility of the GRANTEE to determine if its laws, policies, or procedures require approval by its governing body before execution of this amendment by the GRANTEE. By signature of this amendment the GRANTEE certifies that:

1. Approval of the amendment by its governing body is not required, or
2. The amendment has been approved by resolution (true copy attached) of the

	,		meeting of the	
(date)		(special or regular)		(name of approving body)

<b>GRANTEE</b>  SIGNATURE:  By: _____ Timothy J. McCarthy Title: <u>Chairman</u>  Date: Sept. 14, 2017	<b>MICHIGAN DEPARTMENT OF NATURAL RESOURCES</b>  SIGNATURE:  By: _____  By: _____ Steven J. DeBrabander Manager, Grants Management  Date: _____
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# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Engineering  
 Project No: 709-17-031  
 Project Title: Sanitary Sewer Rehabilitation  
 Project Type: Major Maintenance  
 Location: Stony Creek Metropark, Macomb County  
 Date: September 7, 2017

Bids Received: August 29, 2017

## Action Requested: Motion to Approve

That the Board of Commissioners' award Contract No. 709-17-031 to the low responsive, responsible bidder, D.V.M Utilities, Inc., in the amount of \$45,900 as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Fiscal Impact:** The project is \$54,100 under budget. The 2017 Board-approved budget includes \$100,000 for Sanitary Sewer Rehabilitation work.

**Scope of Work:** The project includes installing cured in-place pipe lining, camera inspections of pipe runs and manhole repairs.

**Background:** Sections of the existing sanitary sewer system were originally installed in 1963. As part of ongoing maintenance and to help prevent unwanted infiltration into the system, periodic televising of pipe runs and inspections are necessary.

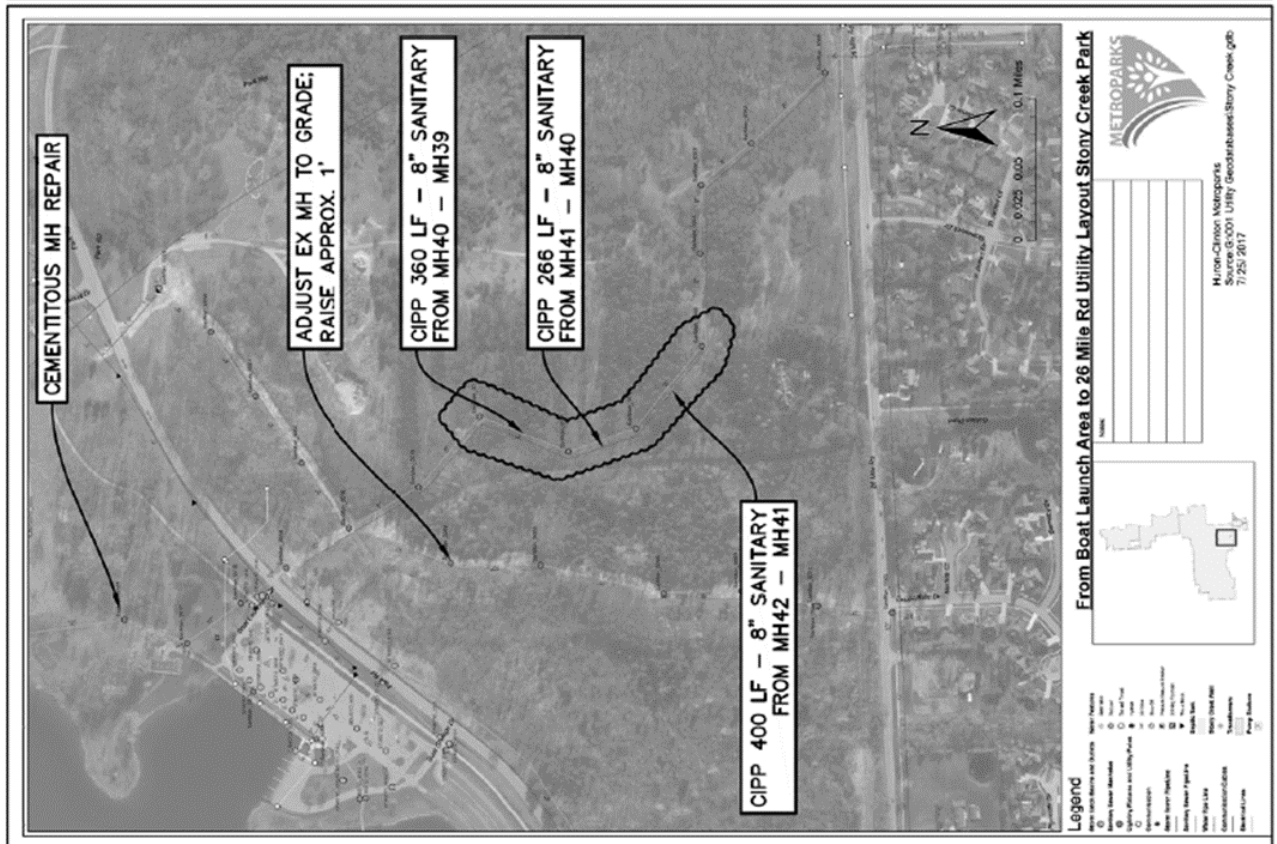
The Engineering Department conducted visual inspections last year and again this year. Manhole inspections has indicated problems with infiltration into the system. As part of those inspections, areas have been identified that need to be repaired and require further televising investigation of buried sewer pipe. Additional work may be necessary as the work progresses and further information is obtained. There is one main sewer meter location for Stony Creek and any infiltration into the system will cause inflated sewer costs for the park.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
DVM Utilities, Inc.	Sterling Heights	\$ 45,900.00
Inland Waters Pollution Control, Inc.	Detroit	\$ 68,350.00
Budget Amount for Contract Services and Administration		\$100,000.00
Work Order Amount		
Contract Amount DVM Utilities, Inc.		\$ 45,900.00
Contract Administration		<u>\$ 2,000.00</u>
Total Proposed Work Order Amount		\$ 47,900.00

*This project was reported and publicly advertised in the following construction reporting outlets: MITN, Construction Association of Michigan, Reed Construction Data, Construction News Corporation, Construction News Service, HCMA Website, Builders Exchange of Michigan, McGraw Hill Dodge, Builders Exchange of Lansing and Central Michigan.*

**Attachment: Stony Creek Metropark Utility Layout**









# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Engineering  
 Project Title: Bids – 30-Ton Chiller Replacement, Environmental Discovery Center  
 Project Type: Major Maintenance  
 Location: Indian Springs Metropark, Oakland County  
 Date: September 7, 2017

## Action Requested: Motion to Approve

That the Board of Commissioners' authorize staff to issue a purchase order to the low responsive, responsible bidder Fraser Mechanical in the amount of \$27,215; and (2) approve the transfer of \$13,341 from the Kensington Unallocated Major Maintenance account to the Indian Springs Unallocated account to cover the cost of the project as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Fiscal Impact:** The project is an unbudgeted repair in the amount of \$27,215. Funds are available from the Indian Springs General Repairs-Annual account in the amount of \$13,874 and from the Kensington Caulk/Paint for Shelters, Buildings and Tollbooths-Annals account in the amount of \$30,000.

**Scope of Work:** The work includes the removal and replacement of a new 30-ton chiller for the geothermal cooling system for the Environmental Discovery Center.

**Background:** The existing 30-ton chiller has failed and is no longer functioning. The remaining 10-ton unit is the only functioning unit which is cooling the building. Park staff contacted heating and cooling contractors to provide quotes to replace the unit. Without the unit, the capacity of the system is limited and the smaller existing unit is working harder to maintain the building cooling demand.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Fraser Mechanical	Washington	\$27,215.00
Limbach	White Lake	\$54,435.00
McShane	Commerce	\$78,450.00
Budget Amount for Contract Services and Administration		\$ 0.00
Work Order Amount		
Contract Amount Fraser Mechanical		\$27,215.00
Contract Administration		<u>\$ 2,000.00</u>
Total Proposed Work Order Amount		\$29,215.00





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Engineering  
 Project No: 900-17-010  
 Project Title: Bids – ADA Access Improvements and Bridge Approach Replacement  
 Project Type: Capital and Major Maintenance  
 Location: Willow and Lower Huron Metroparks, Wayne County Michigan  
 Date: September 7, 2017

Bids Received: August 29, 2017

## Action Requested: Motion to Approve

That the Board of Commissioners' award Contract No. 900-17-010 to the low responsive, responsible bidder, Dave's Contracting, Inc., in the amount of \$34,470 as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Fiscal Impact:** The project is \$5,530 under budget. The project was budgeted for \$30,000 for the Access Improvements at Flintwoods and \$10,000 for the Trail Bridge Approach Replacement.

**Scope of Work:** The project includes approximately 120-feet of new asphalt path, construction of an accessible grilling area, storm culvert installation, parking lot stripping as well as the removal and replacement of existing asphalt surface.

**Background:** This project will provide Americans with Disabilities Act (ADA) access from the parking lot to the existing picnic shelter at Flintwoods in Willow Metropark. The project will also include the construction of a concrete slab with an accessible grill for the shelter.

In addition, this project will replace the existing asphalt approach to the existing pedestrian bridge at Lower Huron Metropark. The existing approach has settled on both sides of the bridge and park staff has attempted to make repeated repairs to the approach.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Dave's Contracting, Inc.	Dearborn	\$34,470.00
Pavex Corporation	Trenton	\$40,492.68
Budget Amount for Contract Services and Administration		\$40,000.00
Work Order Amount		
Contract Amount Dave's Contracting		\$34,470.00
Contract Administration		<u>\$ 2,000.00</u>
Total Proposed Work Order Amount		\$36,470.00

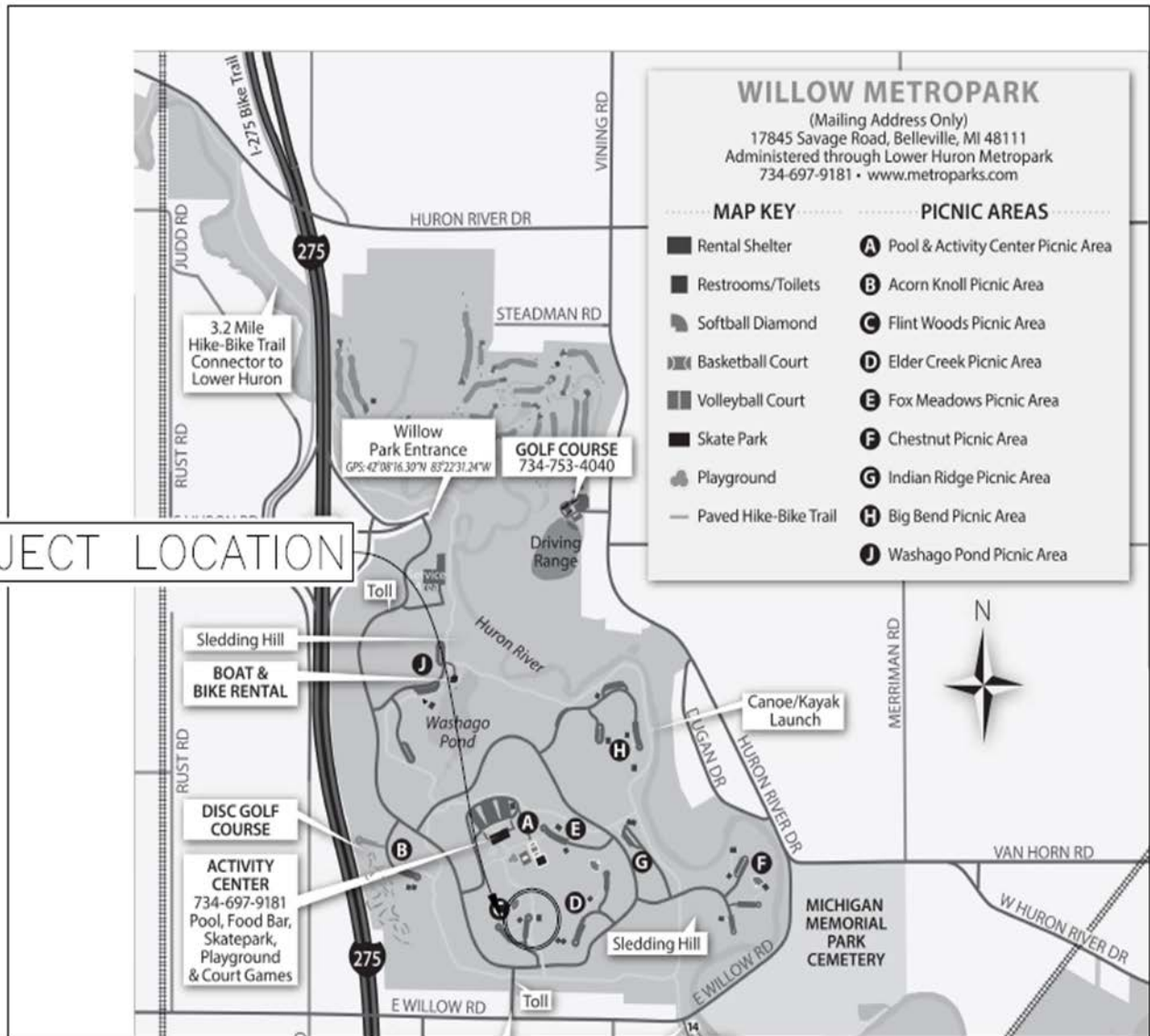
*This project was reported and publicly advertised in the following construction reporting outlets: MITN, Construction Association of Michigan, Reed Construction Data, Construction News Corporation, Construction News Service, HCMA Website, Builders Exchange of Michigan, McGraw Hill Dodge, Builders Exchange of Lansing and Central Michigan.*

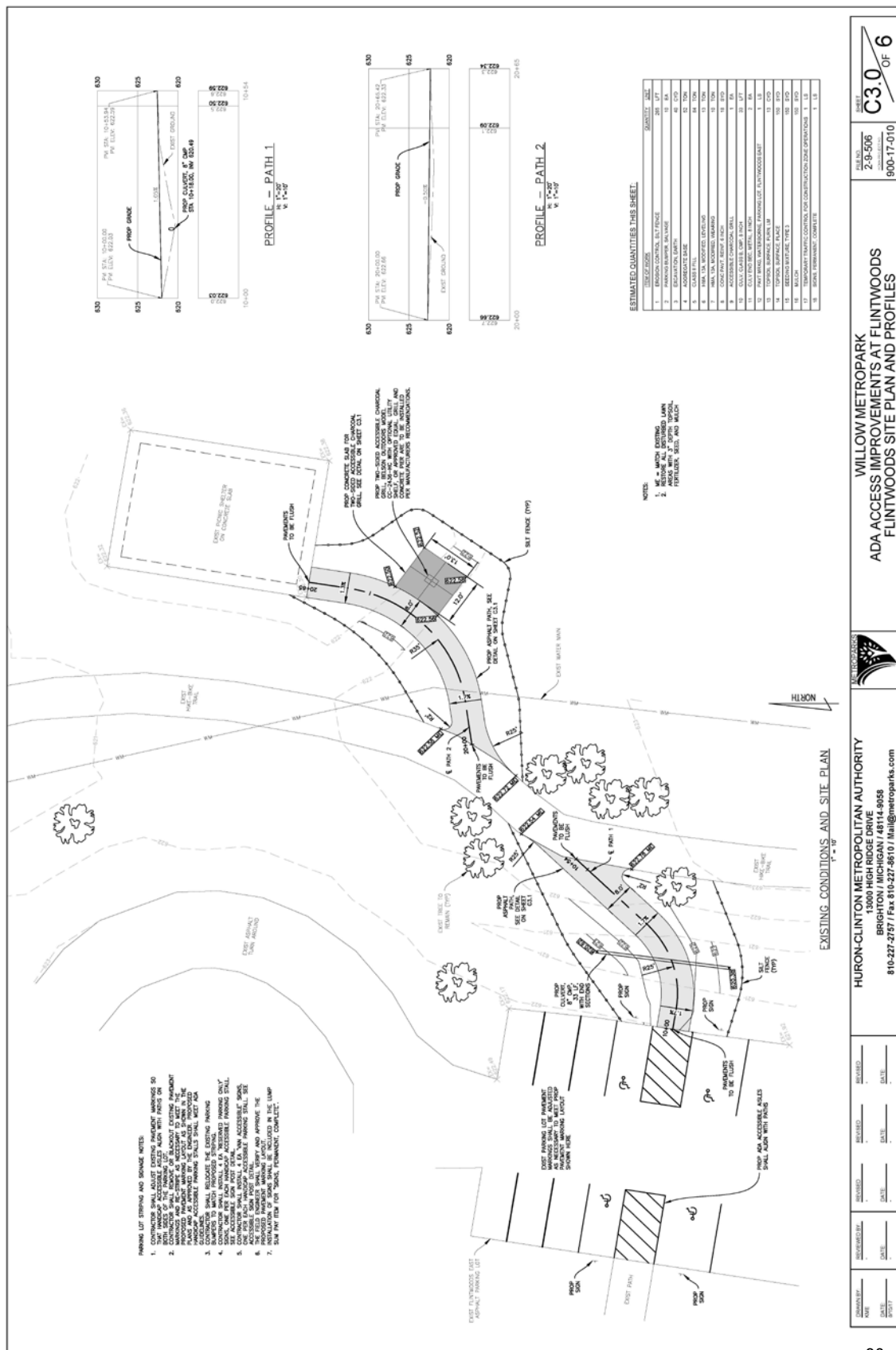
## Attachments: Photos of Project Location



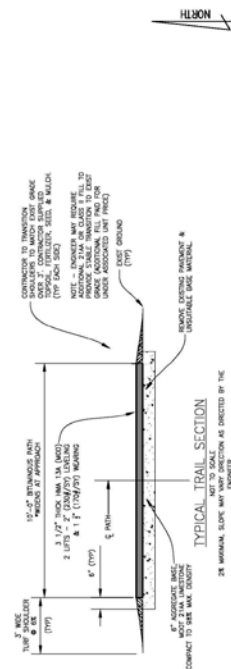
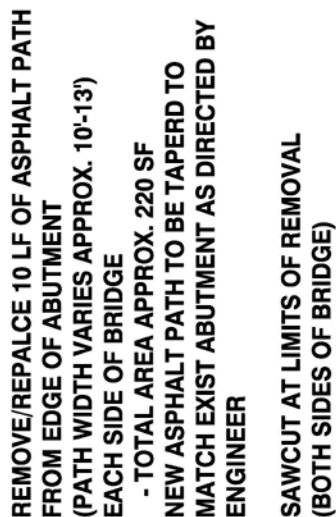


# Project Location – Willow Metropark









ITEM OR WORK	QUANTITY	UNIT
1. EROSION CONTROL, INLET FENCE	40	LT
2. PAVE, INLET	20	SYD
3. ADJUSTABLE RAIL	10	TON
4. 18IN TUB, W/DRIVER	1	CYD
5. TOPSOIL, SURFACE PLACEMENT	8	SYD
6. TOPSOIL, SURFACE PLACEMENT	8	SYD
7. SEEDING MATERIAL, TYPE 3	8	SYD
8. MULCH	8	SYD



# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Engineering  
 Project No: 510-17-310  
 Project Title: Salt Storage Building  
 Project Type: Capital Improvement  
 Location: Willow Metropark, Wayne County  
 Date: September 7, 2017

Quote Received: July 6, 2017

## Action Requested: Motion to Approve

That the Board of Commissioners' authorize staff to issue a purchase order to Clear Span Fabric Structures International in the amount of \$50,757 for project 510-17-310 as stipulated by the National Joint Powers Alliance (NJPA) Contract #030117-CSS as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Fiscal Impact:** The project is \$29,243 under budget. The 2017 Board-approved amount for the project is \$80,000. Additional work in the future will be necessary to place the asphalt pad beneath the structure, which will be brought to the Board separately at a later date.

**Scope of Work:** The work includes the installation of a prefabricated steel framed, concrete and fabric structure.

**Background:** Willow Metropark does not have a storage facility for road salt and has been trying to cover the salt with tarps with limited effectiveness. Park staff currently transports salt from the county to the park when there is a possible storm event. However, onsite storage is still need since not all the salt is used, and depending on the timing, staff may need salt before or after it is available for transport.

Engineering staff looked for more cost-efficient alternatives for salt storage in lieu of a standard building. The proposed structure is durable in corrosive environments. The cover has a 20-year warranty and the frame has a 50-year warranty. A National Joint Powers Alliance contract was available for the procurement of the structure. In addition to protecting the salt from the elements the structure also needs to protect the salt from possible runoff from the site.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Clear Span Fabric Structures	South Windsor, CT	\$50,757.00
Budget Amount for Contract Services and Administration		\$80,000.00
Work Order Amount		
Contract Amount Clear Span Fabric Structures		\$50,575.00
Contract Administration		<u>\$ 2,000.00</u>
Total Proposed Work Order Amount		\$52,575.00

**Attachments: Photos of Proposed Canvas Structure**













# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Rebecca Franchock, Supervisor of Budget and Payroll  
 Subject: Approval – Revised Kronos Contract  
 Date: September 7, 2017

## Action Requested: Motion to Approve

That the Board of Commissioners' approve the revised Kronos Solution Contract for the corrected amounts (1) equipment and accessories of \$146,932.50; and (2) Workforce Ready Setup Fee \$7,500.

**Fiscal Impact:** These items were not included in the 2017 General Fund Budget.

**Background:** At the July 13, 2017 meeting, the Board approved the Kronos contract; however, the actual contract is different than the amount approved as demonstrated in the following chart:

Contract Item	July Report	Actual Contract	Difference
Workforce Ready Set Up	\$7,500	\$7,500	0
Equipment & Accessories	\$108,000	\$134,352.50	\$26,332.50
<b>Total</b>	<b>\$115,000</b>	<b>\$141,832.50</b>	<b>\$26,332.50</b>

In addition, the usage fees presented in the July report (\$39,327.50) appear to be low by approximately \$3,000. This fee is based on a minimum billing for 800 active employees. In months where active employees exceed 800 there are additional charges per employee. It is estimated that active employees will exceed 800 in four months of the year. Usage fees will not be billed until 180 days from the contract signing date of July 17, 2017.

At this time, staff is seeking to clarify and obtain approval to move forward with the attached contract with Kronos.

**Attachments:** July 13, 2017 Memo to Board  
 Kronos Workforce Ready Order Form





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Michelle Cole, Chief Financial Officer  
 Subject: Approval – Kronos Software (Time and Attendance) Service Contract  
 Date: July 6, 2017

## Action Requested: Motion to Approve

That the Board of Commissioners' approve the software license contract with Kronos, Inc. for a three-year period as recommended by Chief Financial Officer Michelle Cole and staff.

**Fiscal Impact:** The annual cost to use the software is \$39,327.50; a one-time \$7,500 fee for implementation; and time clock purchases of \$108,000. This is proposed as a three-year contract. This information listed below is the state of Michigan approved pricing.

**Summary:** Staff recommends implementing a time and attendance software, moving away from the dated manual system. An official recommendation by staff for selection of the Kronos Time and Attendance Workforce Ready Cloud Software. please see price detail below:

Description	Kronos		
	Price Per Employee/Per Month	Monthly Cost	Annual Cost
<b>Service</b>			
TimeKeeper Licenses (based on 800)	\$2.75	\$2,200.00	\$26,400.00
WFR Accruals	Included	Included	Included
WFR Leave	Included	Included	Included
Advanced Scheduler (30)	\$0.91	\$27.30	\$327.60
<b>Implementation Fee / Training</b>		<b>One Time Fee</b>	<b>\$7,500.00</b>
			\$26,727.60
<b>Materials</b>	<b>Price</b>	<b>HCMA Discount</b>	<b>Cost</b>
InTouch Clock Type - Badge Reader (One Time Cost) 60 Qty			
Clocks	\$3,745.00	\$1,800.00	\$108,000.00
60 Qty Clocks	\$4,395.00	\$2,250.00	\$135,000.00
<b>Clock Maintenance</b>			Annual Cost
<b>Annual Maintenance Cost</b>			<b>\$12,600.00</b>
<b>Grand Total Annual Cost</b>			<b>\$39,327.60</b>
<b>Grand Total One Time Cost</b>			<b>\$115,500.00</b>

**Background:** The Metroparks approved the implementation of a time and attendance software, moving from a manual time keeping system in 2015. As part of the ERP project, Tyler Technologies had selected Executime as the Metroparks partner. Staff has successfully worked with Tyler to exit out of its \$100,000 (software only) contract with the Executime product, as it has been deemed to not fit the needs sufficiently of the Metroparks. Staff is recommending selection of the Kronos time and attendance software based on price, functionality, references and ability to best meet our complexity and rules.

**Attachments:** Service Agreement, Cost Comparison and Implementation Timeline





## Workforce Ready Order Form

Date: 6/30/2017  
Version #: 0  
Expires: 7/28/2017

Customer PO #:   
Salesperson: Tracy Coleman

Bill To: Attn: Michelle Cole  
Huron Clinton Metropolitan Authority Inc  
13000 Highridge Dr  
Brighton, MI 48114

Ship To: Attn: Michelle Cole  
Kensington Metro Park  
2240 W Buno Rd  
Milford, MI 48380

FOB: Shipping Point  
Shipping Method: FedEx Ground  
Currency: USD  
Payment Terms: Net 30

Solution ID: 6147589  
Email Contact: michelle.cole@metroparks.com  
Phone #: 810-227-2757

THIS WORKFORCE READY ORDER FORM ("Order Form") is by and between Kronos Incorporated ("Kronos") and the customer who has signed in the space provided below or electronically clicked a box indicating its acceptance ("Customer"). This Order Form incorporates the Kronos terms and conditions for the ordered Services which shall be attached to Customer's initial Order Form ("SaaS Terms and Conditions"), and together they form the Agreement between the parties. Customer has read and agrees to the SaaS Terms and Conditions, including any applicable policies referenced therein. Capitalized terms on this Order Form are defined where they appear on this Order Form or in the SaaS Terms and Conditions. As of the Start Date, Kronos will provide, and Customer will purchase, under the SaaS Terms and Conditions, the SaaS Services listed below. Customer may order additional or amended Services in the future via additional signed or electronically accepted Order Forms. Such Order Forms plus the SaaS Terms and Conditions, whether attached to an Order Form or not, will govern such added or amended Services.

Initial Term: Three year  
Billing Start Date: 90 days from execution of Order Form  
Renewal Term: One Year  
Payment Terms: Net 30  
Billing Frequency (unless otherwise noted, all invoices are due per the payment terms noted above):  
SaaS Services: Monthly in Arrears  
Equipment Purchase and Support: Upon execution of Order Form  
Professional Services: Fixed Fee, 100% at Signing

The Professional Services Engagement Overview is attached to this Order Form as a summary for the Implementation services to be provided by Kronos for the Workforce Ready Setup Fees set forth on this Order Form.

## SaaS Services

Item	License/Qty	Unit Price	Price
Workforce Ready Time Keeping	800	\$1.83	\$1,464.00
Workforce Ready Accruals	800	\$0.37	\$296.00
Workforce Ready Leave	800	\$0.55	\$440.00
Workforce Ready Scheduler	40	\$0.91	\$36.40
Minimum Monthly Total:			\$2,236.40

## Equipment - Purchase

Item	Qty	Unit Price	Total Price
Kronos InTouch 9100 H4, Standard, HID Prox	60	\$2,147.50	\$128,850.00
Total Price:			\$128,850.00

## Equipment - Purchase Support

Item	Duration	Total Price
DEPOT REPAIR SUPPORT SERVICE	1 YR	\$12,600.00
Total Price:		\$12,600.00

## Accessories

Item	Qty	Unit Price	Total Price
NORTH AMERICA POWER KIT FOR EXTERNAL OUTLET, INTOLCH STD	60	\$0.00	\$0.00
BADGE, PROX, EMPLOYEE, 32 BIT	350	\$6.45	\$5,482.50
Total Price:			\$5,482.50

## Setup Fees

Item	Total Price
Workforce Ready Setup Fee	\$7,500.00
	Total Price:
	\$7,500.00

## Quote Summary

Item	Total Price
Minimum Monthly Fee	\$2,236.40
Minimum Annual Fee	\$26,836.80
One Time Setup Fees	\$7,500.00
Total Equipment Purchase and Accessories Fee	\$146,932.50

NOTICES: All legal notices required to be given hereunder shall be in writing and shall be deemed given if sent to the addressee specified herein: (a) by either registered or certified United States mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service and addressed to the persons set forth herein, the next business day. All other notices, including notices of non-payment, may also be sent via facsimile or email, and will be deemed given on the day delivery is electronically confirmed.

Huron Clinton Metropolitan Authority Inc

By: Michelle Cole  
Name: Michelle Cole  
Title: CFD  
Date: 7.17.17

Kronos | Time & Attendance • Scheduling • Absence Management • HR & Payroll • Hiring • Labor Analytics

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.Kronos.com





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Rebecca Franchock, Supervisor of Budget and Payroll  
 Subject: Approval – Audit Services Contract 2017  
 Date: September 7, 2017

## Action Requested: Motion to Approve

That the Board of Commissioners' approve engaging Yeo & Yeo, P.C. to conduct the Metroparks financial statement audit for the years 2017 and 2018 at a cost of \$27,000 and \$28,000 as recommended by Rebecca Franchock and staff.

**Fiscal Impact:** These items will be included in the 2018 and 2019 general fund budget at a cost of \$27,000 and \$28,000 respectively.

**Background:** At the July 13, 2017 meeting, the Board approved a two-year extension for audit services with Abraham and Gaffney, P.C. as follows:

<u>Abraham and Gaffney, PC</u>		
Original Contract:		
	2014	\$24,000
	2015	\$25,000
	2016	\$26,000
Extension:		
	2017	\$27,000
	2018	\$28,000

Subsequently, on July 31, 2017 Abraham and Gaffney ceased to offer audit services to their governmental and non-profit clients. The Metroparks have received a letter releasing us from our contract with Abraham and Gaffney.

Alan Panter, the partner that worked on our previous audit with Abraham and Gaffney, PC has moved to Yeo & Yeo, PC. The firm has agreed to honor the fee approved for the 2017 and 2018 audits by the Board at the July 13 meeting. Continuing with Alan Panter and Yeo & Yeo would be the least disruptive route at this time.

Staff anticipates seeking proposals for services beginning with 2019.

**Attachments:** Abraham & Gaffney Release from Contract Letter  
 Alan Panter Letter Regarding Change  
 Yeo & Yeo Engagement Letter





Principals

Dale J. Abraham, CPA  
Steven R. Kirinovic, CPA  
Aaron M. Stevens, CPA  
Eric J. Glashouwer, CPA  
Alan D. Panter, CPA  
William I. Tucker IV, CPA



3511 Coolidge Road  
Suite 100  
East Lansing, MI 48823  
(517) 351-6836  
FAX: (517) 351-6837

July 31, 2017

Ms. Michelle Cole, Chief Financial Officer  
Huron-Clinton Metropolitan Authority  
13000 High Ridge Drive  
Brighton, MI 48226

Dear Michelle:

On July 31, 2017 Abraham & Gaffney, P.C. will complete the transition of the governmental and nonprofit clients to Stevens, Kirinovic & Tucker, P.C. Subsequent to this date, Abraham & Gaffney, P.C. will no longer have the qualifications and/or experience to provide quality services to these industries. Please allow this letter to serve as your release from your contract from Abraham & Gaffney, P.C. and allow you to smoothly transition to Stevens, Kirinovic & Tucker, P.C.

Sincerely,

STEVEN R. KIRINOVIC, CPA  
President and Managing Partner  
ABRAHAM & GAFFNEY, P.C.



Principals

Dale J. Abraham, CPA  
 Steven R. Kirinovic, CPA  
 Aaron M. Stevens, CPA  
 Eric J. Glashouwer, CPA  
 Alan D. Panter, CPA  
 William I. Tucker IV, CPA



3511 Coolidge Road  
 Suite 100  
 East Lansing, MI 48823  
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 FAX: (517) 351-6837

June 30, 2017

Michelle B. Cole, Chief Financial Officer  
 Huron-Clinton Metropolitan Authority  
 13000 High Ridge Drive  
 Brighton, MI 48120

Dear Michelle,

It is with great pleasure to announce that I have accepted the invitation to join Yeo & Yeo CPAs & Business Consultants effective July 31, 2017. In recent months, Abraham & Gaffney made the decision to solely specialize in the tax and business practice that will now be splitting from the audit practice. I have enjoyed nearly 15 years with Abraham & Gaffney and now look forward to serving you through Yeo & Yeo.

The move to Yeo & Yeo will be seamless. You will receive the same quality service and high standards you have come to know and trust. However, in order to begin servicing your account through Yeo & Yeo, AICPA professional standards require me to obtain your consent to transfer your files to Yeo & Yeo.

**Please provide consent to transfer files below and return via email to me at my new email address [alapan@yeoandyeo.com](mailto:alapan@yeoandyeo.com).** Your consent below authorizes the release of your files from Abraham & Gaffney to Yeo & Yeo, P.C. If no written consent is received within 90 days of the date of this letter, your consent will be presumed, and the files will be automatically transferred to Yeo & Yeo.

#### Authorization to Release Files

I hereby authorize the transfer of files to Yeo & Yeo.

Authorized Signature

*Michelle Cole*

Date

*7/3/17*

As always, I appreciate your business and am grateful for the opportunity to serve you. I will continue as the principal-in-charge of your engagement. I am very excited about the opportunity to join with the highly experienced professionals of Yeo & Yeo and their award-winning audit process. I will do everything in my power to ensure you of a highly efficient and smooth engagement process.

Again, thank you for your continued trust. If you have any questions or concerns, please do not hesitate to contact me at 517-204-3481 or via email at [alapan@yeoandyeo.com](mailto:alapan@yeoandyeo.com).

Sincerely,

*Alan Panter*

Alan D. Panter, CPA





July 11, 2017

Board of Commissioners  
Huron-Clinton Metropolitan Authority  
13000 High Ridge Drive  
Brighton, MI 48226

We are pleased to confirm our understanding of the services we are to provide Huron-Clinton Metropolitan Authority for the year ended December 31, 2017. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Huron-Clinton Metropolitan Authority as of and for the year ended December 31, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Huron-Clinton Metropolitan Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Huron-Clinton Metropolitan Authority's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's discussion and analysis
- 2) Budgetary comparison schedules
- 3) Pension information
- 4) Other postemployment benefit (OPEB) information

We have also been engaged to report on supplementary information other than RSI that accompanies Huron-Clinton Metropolitan Authority's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements.

- 1) Nonmajor governmental funds combining statements

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information.

- 1) Introductory section

## 2) Statistical information

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Huron-Clinton Metropolitan Authority's financial statements. Our report will be addressed to management and the commissioners of Huron-Clinton Metropolitan Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements, compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures.

An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal controls. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Huron-Clinton Metropolitan Authority's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Other Services**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

In conjunction with the audit, we will provide certain non-audit services, which will include:

- 1) Assist in preparing financial statements, related notes and supplementary financial information in accordance with U.S. Generally Accepted Accounting Principles (U.S. GAAP)
- 2) Assist in preparing the entity-wide conversion
- 3) Assist in calculating GASB 68 entries

We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

You agree to assume all management responsibilities relating to the financial statements, related notes, required supplementary information, other supplementary information, the non-audit services listed above, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes, and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating one or more individuals, preferably from senior management, with suitable skill, knowledge, or experience; to evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. GAAP, and for compliance with applicable laws and regulations and the provisions of contracts and agreements.

Management is also responsible for making all financial records and related information available to us, and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the authority from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements and grants, and for taking timely and appropriate steps to remedy any fraud, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles (U.S. GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for the presentation of the supplementary information in accordance with U.S. GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

With regard to using the auditors' report, if you request our written consent to reproduce or use our report in a bond offering, official statements, or other documents, additional procedures will be required, at an additional cost mutually agreed upon.

However, you are not required to request or obtain our consent. If you use the auditors' report without our written consent, the following statements must be included in the bond offering, official statements, or other documents:

#### INDEPENDENT AUDITORS

The financial statements of Huron-Clinton Metropolitan Authority, as of December 31, 2017, and for the year then ended, included in this Official Statement, have been audited by Yeo & Yeo,



P.C., CPAs & Business Consultants, independent auditors, as stated in their report appearing herein.

Yeo & Yeo, P.C., CPAs & Business Consultants has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Yeo & Yeo, P.C., CPAs & Business Consultants also has not performed any procedures relating to this official statement.

You acknowledge that as a condition of our agreement to perform an audit, you agree to the best of your knowledge and belief to be truthful, accurate, and complete in the representations you make to us during the course of the audit and in the written representations provided to us at the completion of the audit.

### **Engagement Administration, Prices, and Other**

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request, and will locate any documents selected by us for testing.

We will provide copies of our reports to Huron-Clinton Metropolitan Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Yeo & Yeo, P. C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Yeo & Yeo, P. C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the regulator. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Alan D. Panter, CPA is the engagement principal and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in February, 2018 and to issue our reports no later than May 15, 2018.

Professional standards require us to be independent with respect to the Organization in the performance of our services. Any discussions that management has with personnel of Yeo & Yeo regarding employment could pose a threat to our independence. Therefore, we request that management inform the engagement principal prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Neither party shall, during the term of this engagement and for one year after its termination, solicit for hire as an employee, consultant or otherwise, any of the other party's personnel without such other party's express

written consent. If the Organization desires to offer employment to a Yeo & Yeo employee and the employee is hired in any capacity by the Organization, a compensation placement fee of 25% of their salary may apply.

Any litigation arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be filed within one year from the completion of the engagement, notwithstanding any statutory provision to the contrary. In the event of litigation brought against us, any judgment you obtain shall be limited in amount, and shall not exceed the amount of the price charged by us, and paid by you, for the services set forth in this engagement letter.

You acknowledge that we may collect your employees' personally identifiable information as part of the services that we are engaged to perform. We agree to indemnify you for any covered damages or claim expenses that may result from a data breach at Yeo & Yeo, P.C. as part of the terms of this contract.

Our price for these services will be \$27,000. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes past due and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above price is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If additional time becomes necessary to complete your engagement, we will discuss the issues with you and arrive at a new price estimate, which may or may not occur before we incur the additional time. Our price quoted above is also contingent on all items on the assistance list being completed by the due dates indicated and the audit being performed during the dates scheduled. If the dates are not met and the engagement needs to be rescheduled due to things in your control, then an additional price of 20% will apply. The reason for this is that we schedule our client work well in advance. When the job has to be rescheduled it causes a domino effect, as we likely have other clients scheduled in the new requested time slot, and our staff are likely scheduled on another client. As a result we may have to put you at the end of the line, and/or change staff. When our staff members finishing the work are not the same as those who started it, the audit is less efficient and more disruptive to your staff.

Our engagement will end upon delivery of your audited financial statements and our report thereon for the year set forth above. Any additional services that may be required will be part of a separate and new engagement. Should you wish to engage us to audit your financial statements for any other year, and should we accept such engagement, such engagement will be a separate and new engagement. A new engagement letter for any services beyond the scope of this engagement will govern the terms and conditions of the new engagement.

We appreciate the opportunity to be of service to Huron-Clinton Metropolitan Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

*Yeo & Yeo, P.C.*

Yeo & Yeo, P.C.  
CPAs & Business Consultants

RESPONSE:

This letter correctly sets forth the understanding of Huron-Clinton Metropolitan Authority.

By: \_\_\_\_\_  
Timothy J. McCarthy

Title: Huron-Clinton Metropolitan Authority Board Chair





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Robert Rudolph Jr, IT Manager  
 Subject: Approval – NexVortex SIP/VOIP Phone Service Agreement  
 Location: All Locations  
 Date: September 7, 2017

Bids Opened: Monday, August 1, 2017

## Action Requested: Motion to Approve

That the Board of Commissioners' approve a contract with NexVortex for a period of three years to provide Session Initiation Protocol/Voice Over Internet Protocol (SIP/VOIP) phone service throughout the Metroparks system in the amount of \$4,898.20 monthly for 36 months as recommended by Information Technology Manager Robert Rudolph, Jr. and staff.

**Fiscal Impact:** This phone communication cost is approved in the annual budget process, which currently costs \$180,000 per year. The new cost of SIP/VOIP phones services will provide a return on investment to Huron-Clinton Metropolitan Authority.

**Background:** The Metroparks telephone system has been using analog phone lines for years and paying a high cost to maintain these phone lines as carriers transition customers to SIP/VOIP solutions.

The current monthly cost of phone services for the entire Metroparks system is \$15,000 per month; annually the cost is \$180,000 for analog phone services. The annual cost for SIP/VOIP phone services is \$58,778 annually, which will have a \$121,000 savings per year and a \$605,000 savings over the next five years.

NexVortex's managed SIP(mSIP) allows businesses to confidently migrate to SIP Trunking. mSIP delivers quality, flexibility, visibility and auto detecting disaster recovery while saving time and money. The nexVortex Auto-Detecting Disaster Recovery Module enables the user to set a pre-determined failover routes for all of the direct dial and Toll Free numbers. In the event of a power outage, internet access failure, or a problem at one of our locations affecting the PBX, nexVortex will autodetect the inbound call failure and re-route the inbound call.

<u>Vendor</u>	<u>Location</u>	<u>Monthly Cost</u>	<u>Annual Cost</u>
NexVortex	Grand Rapids	\$4,898.20	\$176,335 (3 Year Cost)

**Attachment: NexVortex Agreement**





## **Huron-Clinton Metro Parks – nexVortex mSIP with Customer Provided Internet Access**

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Huron-Clinton Metro Parks

13000 Highridge Dr

Brighton, MI 48114

August 25<sup>th</sup>, 2017

Quote ID: 248792220

Mitch Kahl  
Channel Account Manager  
nexVortex  
616.259.0609  
mkahl@nexvortex.com

### Executive Summary

The Huron Clinton Metroparks are comprised of 13 parks across southeastern Michigan. Located in the following counties: Wayne, Oakland, Macomb, Washtenaw & Livingston. Recently, a major network upgrade has taken place. As a result, the Metroparks has begun planning for the transition of their old network infrastructure to a more secure and flexible fiber network. With this new network, Metroparks plans to replace their numerous dated analog lines spread across all sites with a variety of different carriers. The Metroparks have made the decision to implement a world class ShoreTel PBX at their headquarters. Starting in July nexVortex provided a free trial test account that has been successfully tested for interoperability and quality. This clears the way for metroparks to make a decision to implement a flexible and reliable voice solution that is able to cover all metropark location increasing quality, flexibility and reducing telecom suppliers.

nexVortex a service oriented company has been one of the fastest growing companies in the U.S. due being an industry leader in the SIP Trunking for 11 years nexVortex has been on the Inc. 5000 for 7 years in a row and the Delottie fast 500 4 years in a row. nexVortex along with the Huron Clinton Metroparks IT team has recommended a full-service managed solution to ensure high-end quality of service. The managed solution includes the ability to provide advanced voice routing and prioritization through traffic-shaping as well as taking advantage of the AT&T circuit in place. nexVortex peering relationship with AT&T makes for a more controlled call path by keeping the voice route on the same network. An edge device (Adtran) is placed on-site and provides quality metrics that allows both nexVortex and Metroparks to track patterns and prevent issues before they even occur. In addition, nexVortex offers an industry leading disaster recovery service, this service will reroute calls due to Power loss, Hardware Failure or Internet Outage. If any of these occur, calls will follow the pre-determined path to another Metropark location, or even to remote numbers such as a cell phones. Another key area the nexVortex solutions addresses is easy management of local E911 services. To stay in compliance with local E911 laws and regulations nexVortex and Metroparks will manage E911 with a real time portal control and an engineering team that is dedicated to E911 configuration and disaster recovery set up.

With a team of dedicated project coordinators and engineers behind the implementation, nexVortex's innovative managed SIP solution is a proactive service that can provide definitive trouble-shooting and management resulting in excellent voice quality and reliability. nexVortex is a great fit for the Huron Metroparks, due to the amount of locations, peering relationship with AT&T, local e911 support and disaster recovery service. The nexVortex team is excited to partner with Metroparks as the final piece for your next generation voice network.



*SIP TRUNKING FOR*  
***BUSINESS***





## nexVortex Managed SIP Trunking

nexVortex's managed SIP(mSIP) allows businesses to confidently migrate to SIP Trunking. mSIP delivers quality, flexibility, visibility, and auto detecting disaster recovery while saving you time and money.

**Better Quality:** Utilizing nexVortex's mSIP MPLS network we deliver high quality voice regardless of the way you connect to the service. The mSIP network reduces variables which adversely impact mission critical voice applications. Call quality analytics and measurements taken at multiple points in each call path help nexVortex make necessary adjustments to provide the best possible voice experience. Multiple redundant geographically disbursed service nodes provide uptime and network survivability.

**Flexibility:** nexVortex SIP Trunking service can be run over most internet connections, shared over multiple different internet connections, nexVortex provided internet access, or nexVortex MPLS direct connections. This provides tremendous flexibility and redundancy options while historically providing a significant cost savings for both single site and multi-site customers. Customers using nexVortex ISP peering partners reduce latency, packet loss, and jitter by connecting to the nexVortex mSIP network through their peered ISP. Chances are that your office already has enough bandwidth capacity in place that can be utilized for your SIP Trunking deployment.



nexVortex direct connect or nexVortex provided internet circuits deliver voice service directly to your location with CoS(Class of Service). As a nexVortex customer you have the option to upgrade to a circuit connection or use a hybrid configuration connecting multiple locations with different access types.

**Disaster Recovery:** The nexVortex Auto-Detecting Disaster Recovery Module enables you to set pre-determined failover routes for all of your DID and Toll Free numbers. In the event of a power outage, internet access failure, or problem at your location affecting your PBX nexVortex will auto-detect the inbound call failure and re-route your inbound call. This re-route can be to another IP-PBX, secondary IP connection, or back-up PRI or analog line. Each DID or Toll Free number can have its own specific failover rules with up to three failover rules per number.

**Control:** You will have access to our advanced account management web portal. Through this easy to use interface, you can configure and manage your active services, preset disaster recovery adjust monitoring settings, access real time billing, order services, run reports and much more.



SIP TRUNKING FOR  
**BUSINESS**





## nexVortex mSIP with Customer Internet Access

To: Huron-Clinton Metro Parks 13000 Highridge Dr Brighton, MI 48114 Account #639019746		Sales Contact: Mitch Kahl nexVortex Sales Email Address: mkahl@nexvortex.com Phone: 616.259.0609	
Quote Date: 08/25/2017		Quote Expiration: 09/17/2017	Quote ID: 248792220

### nexVortex mSIP with Customer Provided Internet Access

Special Bid mSIP Configuration	
Item	Description
Concurrent Calls	180 Concurrent Calls Included
Edge Router	Adtran SBC Router Included
Outbound Calling	Free outbound calling to continental US & Canada
Inbound Calling	Free Inbound Calling on DID numbers
DIDs	500 new or ported DIDs Included with Caller ID Name
Toll Free Calling	2.4 cents per minute for inbound toll free calls from the Continental US & Canada
Toll Free Numbers	1 Toll Free Numbers Included (New or Ported)
Auto Detecting DR	LAN Level Auto Detecting Disaster Recovery Re-Routing Included for each DID and TF number
E911	11 E911 location Included
Monitoring	nV Service Monitoring and alert notifications for rented nexVortex Edge Routers
Customer Portal	Real Time Customer Portal

<b>Total mSIP Voice Configuration Pricing – 3 year term</b> (Telecom taxes, usage overage, and additional features are billed separately)	<b>\$4,898.20</b>	<b>\$0</b>
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Initials (\_\_\_\_\_)

Continued on Page 4>

### Timeline & Proposed Action Plan

Due to given timelines that have been discussed per nexVortex and the Huron Clinton IT department the following is the proposed action plan (subject to change).

- **July:** Initial ShoreTel & nexVortex SIP testing conducted. End result determined Adtran unit was required.
- **August:** Multiple sales engineering calls with nV and Huron Clinton IT team discussing network layout and implementation.
- **September 14<sup>th</sup>:** Submitted for board's approval.
- **September 17<sup>th</sup>:** Kickoff call with Huron IT team and nexVortex project management. Equipment is then shipped.
- **October 1<sup>st</sup>:** Equipment installed and tested
- **October 7<sup>th</sup>:** Phase one of DID's identified for initial number porting.
- **October 14<sup>th</sup>:** Phase two of DID's identified for number porting.
- **November:** (Agreed upon date) finish cut over of DID's.

### Additional Information & Videos

Below we have added additional marketing material for your review to better fully understand nexVortex and your solution.

#### Managed SIP Trunking

<https://www.youtube.com/watch?v=bjhLXuQKaFo>

#### Disaster Recovery

<https://www.youtube.com/watch?v=a1KCr6gcYVM>

#### Awards and Accolades

Inc. 5000 six (7) years in a row

Deloitte Fast 500 four (4) years in a row

**Deloitte.**  
Technology Fast500



QID: 248792220

Continued from page 3>

### **TERMS**

**Concurrent Call Paths:** Proposed Service is configured for a total of 180 concurrent call paths. Additional concurrent call paths can be purchased. In addition to router hardware capacity, SIP to PRI handoff capacity, customer must also have enough broadband upload and download speed at each location for each concurrent call.

**Toll Free Usage:** Service plan has a toll free metered rate of 2.4 cents per minute. Toll Free rates represent inbound toll free calls originating from the continental US 48 states and Canada. Inbound Toll Free Calls originating from outside the continental US 48 states and Canada are subject to applicable regional or international rates.

**Acceptable Use:** Custom Service Plan is not to be used for wholesale, broadcast or auto dialer applications. Please contact the nexVortex sales team at [sales@nexvortex.com](mailto:sales@nexvortex.com) for pricing on these calling applications or for custom quotes on high volume applications.

**Fair Usage Policy:** Unlimited calling services are to be used for traditional business use only. On average nexVortex customers use less than 1,000 minutes per trunk line per month. Users doing 2 times this traffic amount per trunk line will be investigated for abuse of service. Applications for inbound DID Call Center traffic will be considered outside nexVortex fair usage policy. If nexVortex identifies excessive or abusive traffic patterns, commercially reasonable efforts to inform Customer and to provide the opportunity to correct the unusual usage will be taken. If after 30 days, Customer is unable to correct or resolve the excessive or abusive traffic patterns, nexVortex reserves the right to adjust customer's amount of trunk lines to stay within fair usage policy.

**Router Rental:** Routers are rented to customer as part of the aforementioned service agreement. Customer understands router hardware is the property of nexVortex and will be returned to nexVortex upon termination of service relationship. Damage caused to router outside of manufacturer's defect is responsibility of customer, including power surges, theft, water damage or damage due to improperly securing router.

**Configuration Information:** A nexVortex Configuration Worksheet is required for the implementation of this solution. nexVortex will provide the Configuration Worksheet upon execution of this contract. The Configuration Worksheet will be reviewed and completed on the Solutions Assurance Kick off meeting. Once the hardware leaves nexVortex any changes to the configuration information may result in additional professional service fees.

**Billing and Payments:** An initial payment which will be held as a deposit to cover first months billing along with an approved credit application will be required to start the provisioning process. An approved credit application is required to establish postpaid billing. Account base charges are billed on a calendar month basis with additional features ordered and minute overages billed in real time (as used/ordered). Statements are not mailed; all billing statistics are available through customers online web portal.

**Start of Service:** Billing for service plan will begin no later than 15 days from the time each Edge Router is shipped.

**Term:** Service term agreement will expire 3 years from Start of Service as seen above under 'Start of Service'. After term expires, agreement will automatically renew for an additional year. Cancellation of Service renewal requires 30 day written notice sent by email to [support@nexvortex.com](mailto:support@nexvortex.com).



Initials(\_\_\_\_\_) )

Continued on Page 5>

### **Service Plan Acceptance:**

Huron-Clinton Metro Parks elects to begin service with aforementioned service plan, QID 248792220. By signing this agreement, you (authorized signer) are signifying that you have carefully read and understand the terms and conditions as laid forth on the nexVortex website (<http://www.nexvortex.com/terms.aspx>).

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signer: \_\_\_\_\_

### **Primary Account Contact:**

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

### **Primary Billing Contact:**

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

### **Additional Contact:**

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Completed docs can be scanned and emailed to [sales@nexvortex.com](mailto:sales@nexvortex.com) or faxed to (616) 588-6221.

*Mitch Kahl*

nexVortex Sales

Email Address: [mkahl@nexvortex.com](mailto:mkahl@nexvortex.com)

Phone: 616.259.0609



**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Julie Hein, Foundation and Development Manager  
Subject: Approval - Foundation Member Appointments  
Date: September 7, 2017

**Action Requested: Motion to Approve**

That the Board of Commissioners' (1) appoint one commissioner to serve as a member of the Huron-Clinton Metroparks Foundation; and (2) authorize staff to seek community leadership to serve on the Huron-Clinton Metroparks Foundation as recommended by Foundation and Development Manager Julie Hein and staff.

**Fiscal Impact:** None.

**Background:** According to the bylaws of the Huron-Clinton Metroparks Foundation under Section 2 (Number and Term of Office), it states that the Board of Directors of the Corporation will consist of not less than three nor more than fifteen persons.

The Huron-Clinton Metropolitan Authority (the "Authority") will appoint two members of the Board of Commissioners, of whom, one or both may be duly qualified Commissioners of the Authority. The Executive Director of the Authority (or his or her designee) will serve as an ex officio voting member of the Board of Directors of the Corporation for a term to commensurate with his or her term of office with the Authority.

Currently, Tim McCarthy serves as the President of the Huron-Clinton Metroparks Foundation.

**Attachment: Huron-Clinton Metroparks Foundation Bylaws**





**AMENDED AND RESTATED BYLAWS**

**OF**

**THE HURON-CLINTON METROPARKS FOUNDATION**

(A Michigan Nonprofit Corporation)

**ARTICLE I**

Board of Directors

Section 1. Directorship. The Corporation is organized upon a directorship basis. The property, business and affairs of the Corporation will be managed by its Board of Directors.

Section 2. Number and Term of Office. The Board of Directors of the Corporation will consist of not less than three nor more than fifteen persons. The Huron-Clinton Metropolitan Authority (the “Authority”) will appoint two members of the Board of Directors, of whom, one or both may be duly qualified Commissioners of the Authority. The Executive Director of the Authority (or his or her designee) will serve as an ex officio voting member of the Board of Directors of the Corporation for a term commensurate with his or her term of office with the Authority. Prior to each annual meeting, the Nominating Committee, shall fix the number of persons to serve on the Board of Directors within the range specified in these Bylaws. The Nominating Committee shall be responsible for nominations of candidates to serve as the other Directors of the Corporation. The terms of the other Directors will be staggered so that at each annual meeting, approximately one-third of the Directors will be elected by a majority vote of the Directors then serving. With the exception of the first Board of Directors appointed following adoption of these Amended and Restated Bylaws, each Director shall serve a three-year term. Of the first Board of Directors appointed following adoption of these Amended and Restated Bylaws, an equal number of the Directors, as near as is practicable, shall be appointed for 1- year, 2-year, and 3-year terms. Expiring directorship terms shall end on December 31 each year with elections to fill directorships held at the annual meeting of the Board unless the Nominating Committee determines that an expiring directorship should be eliminated. A person nominated and elected to fill the vacancy of a director due to death, resignation or removal, but not term expiration, shall serve for the remainder of the term held by the former director. With the exception of the Directors appointed by the Authority and the ex officio Director of the Authority, all other Directors will not serve more than three continuous terms.

Section 3. Resignation, Removal and Vacancies. A Director may resign by written notice to the Corporation. The resignation will be effective upon its receipt by the Corporation or a subsequent time as set forth in the notice of resignation. With the exception of directors appointed by the Authority and the ex officio Director of the Authority, all other Directors of the Corporation may be removed either with or without cause, by action of the majority of the Directors of the Corporation then serving but excluding the Director subject to removal. The Authority shall have the sole authority to remove, with or without cause, the Directors appointed by the Authority and/or the ex officio Director of the Authority.

Section 4. General Powers as to Negotiable Paper. The Board of Directors may, from time to time, authorize the making, signature or endorsement of checks, drafts, notes and other negotiable paper or other instruments for the payment of money and designate the persons who will be authorized to make, sign or endorse the same on behalf of the Corporation.

Section 5. Powers as to Other Documents. All material contracts, conveyances and other instruments may be executed on behalf of the Corporation by the President or any Vice President, and, if necessary, attested by the Secretary or the Treasurer.

Section 6. Compensation. Directors will serve without compensation but may be reimbursed for actual, reasonable and necessary expenses incurred by a Director in his or her capacity as a Director.

## ARTICLE II

### Meetings

Section 1. Annual Meeting. The annual meeting of the Directors of the Corporation will be held at the place and date as designated by the Directors for the purpose of electing officers for the ensuing year, presenting to the Directors a copy of the Corporation's financial report for the preceding fiscal year and for the transaction of other business properly brought before the meeting.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held without notice if the time and place of the meeting has been determined by resolution of the Board. At least one regular meeting of the Board must be held each year.

Section 3. Special Meetings. Special meetings of the Directors may be called by the President and will be called by the President or Secretary at the direction of not less than two Directors or as may otherwise be provided by law. Special meetings will be held at the principal office of the Corporation unless otherwise directed by the President or Secretary and stated in the notice of meeting. Any request for a meeting by the Directors must state the purpose or purposes of the proposed meeting.

Section 4. Notice of Meeting. Except as otherwise provided by these Bylaws or by law, written notice containing the time and place of all meetings of the Board of Directors will be given personally, by mail, or by electronic transmission to each Director not less than ten days before a regular meeting and not less than two days before a special meeting. Notice by electronic transmission will be deemed to have been given when electronically transmitted to the person entitled to the notice or communication in a manner authorized by the person. Notice of a regular meeting need not state the purpose or purposes of the meeting nor the business to be transacted at the meeting. Notice of a special meeting must state the purpose or purposes of the meeting.

Attendance of a Director at a meeting constitutes a waiver of notice of the meeting, except where the Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Section 5. Quorum and Voting. A majority of all the Directors serving will constitute a quorum at any meeting. The vote of a majority of the Directors present at a meeting at which a quorum is present will constitute the action of the Board of Directors, unless the vote of a larger number is required by law or by other sections of these Bylaws or the Articles of Incorporation.

Section 6. Conduct of Meetings. Meetings of the Directors will be presided over by the President. The Secretary or an Assistant Secretary of the Corporation or, in their absence, a person chosen at the meeting will act as Secretary of the meeting.

Section 7. Action by Unanimous Written Consent. Any action required or permitted to be taken at an annual or special meeting of Directors may be taken without a meeting, without prior notice and without a vote, if all of the Directors consent in writing, including by electronic transmission such as electronic mail, to the action so taken. Written consents will be filed with the minutes of the proceedings of the Board of Directors.

Section 8. Participation by Remote Communication. A Director may participate in a meeting of Directors by conference telephone or other means of remote communication by which all persons participating in the meeting may communicate with each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

### ARTICLE III

#### Officers

Section 1. Election or Appointment. The Board of Directors will elect a President, a Secretary and a Treasurer of the Corporation at each annual meeting and may elect a Vice President, Assistant Secretary and Assistant Treasurer. The same person may hold any two or more offices, but no officer will execute, acknowledge or verify any instrument in more than one capacity. The Directors may also appoint any other officers and agents as they deem necessary for accomplishing the purposes of the Corporation.

Section 2. Term of Office. The term of office of all officers will commence upon their election or appointment and will continue until the next annual meeting of the Corporation and until their respective successors are chosen or until their resignation or removal. Any officer may be removed from office at any meeting of the Directors, with or without cause, by the affirmative vote of a majority of the Directors then in office, whenever in their judgment the best interest of the Corporation will be served.

An officer may resign by written notice to the Corporation. The resignation will be effective upon its receipt by the Corporation or at a subsequent time specified in the notice of the resignation.

Section 3. Compensation. Any officer who is an employee of the Corporation will receive reasonable compensation for his or her services as fixed by the Board of Directors.

Section 4. The President. The President will be the chief executive officer of the Corporation and will have general and active management of the activities of the Corporation. The President will see that all orders and resolutions of the Board of Directors are carried into effect. The President will execute all authorized conveyances, contracts or other obligations in the name of the Corporation except where required by law to be otherwise signed and executed and except where the signing and execution is expressly delegated by the Directors to some other person. The President will preside at meetings of the Directors and in his or her absence, the Directors present at the meeting will designate another presiding officer.

Section 5. Vice President. The Vice President will, in the absence or disability of the President, perform the duties and exercise the powers of the President and will perform any other duties prescribed by the Board of Directors or the President.

Section 6. The Secretary. The Secretary will attend all meetings of the Board of Directors and record the minutes of all proceedings in a book to be kept for that purpose. The Secretary will give or cause to be given notice of all meetings of the Board of Directors for which notice may be required and will perform any other duties prescribed by the Directors.

Section 7. The Treasurer. The Treasurer will oversee the financial activities of the Corporation. The Treasurer will perform all duties incident to the office of Treasurer and other administrative duties as may be prescribed by the Board of Directors. All books, papers, vouchers, money and other property of whatever kind belonging to the Corporation which are in the Treasurer's possession or under his or her control will be returned to the Corporation at the time of his or her death, resignation or removal from office.

Section 8. Assistant Secretaries and Assistant Treasurers. The Assistant Secretary and the Assistant Treasurer, respectively in the absence of the Secretary or Treasurer, as the case may be, will perform the duties and exercise the powers of the Secretary or Treasurer and will perform any other duties prescribed by the Board of Directors.

## ARTICLE IV

### Committees

Section 1. Executive Committee. The Board of Directors may establish an Executive Committee consisting of two or more members of the Board. The Executive Committee, subject to those limitations as may be required by law or imposed by resolution of the Board of Directors, may exercise all powers and authority of the Board of Directors in the management of the business and affairs of the Corporation between meetings of the Board of Directors, except that such Executive Committee will not have power or authority to:

- (a) Amend the Articles of Incorporation;

- (b) Adopt an agreement of merger or consolidation;
- (c) Approve the sale, lease or exchange of all or substantially all of the Corporation's property and assets;
- (d) Approve the dissolution of the Corporation or a revocation of a dissolution;
- (e) Amend the Bylaws of the Corporation;
- (f) Fill vacancies on the Board; or
- (g) Fix compensation of the Directors for serving on the board or on a committee.

Section 2. Nominating Committee. The Nominating Committee will consist of the Authority's two appointed members of the Board of Directors and the Authority's Executive Director (or his or her designee). The Nominating Committee, shall fix the size of the Board of Directors within the range specified in these Bylaws. The Nominating Committee is responsible for the review and nomination of candidates to serve as the other Directors of the Corporation.

Section 3. Park Advisory Committee. The Board of Directors may appoint one or more Park Advisory Committees (the "Advisory Committee") which may include one or more Directors and non-director volunteers. Each Advisory Committee will maintain interaction and communication with the Board of Directors and will serve as liaison between the community and the Corporation with regard to one or more designated parks. The Advisory Committee will work to raise funds in support of the Corporation and the designated parks.

Section 4. Other Committees. The Board of Directors may designate other committees as deemed appropriate. The committees will have the authority as delegated to them by the Board of Directors.

Section 5. Procedure. With the exception of the Nominating Committee, all committees, and each member thereof, will serve at the pleasure of the Board of Directors. The Board of Directors will have the power at any time to increase or decrease the number of members of any committee, to fill vacancies thereon, to change any member thereof, and to change the functions or terminate the existence of any committee. Regular or special meetings of any committee may be held in the same manner provided in these Bylaws for regular or special meetings of the Board of Directors, and a majority of any committee will constitute a quorum at the meeting.

## ARTICLE V

### Indemnification

Section 1. Indemnification. The Corporation will, to the fullest extent now or hereafter permitted by law, indemnify any Director or officer of the Corporation (and, to the extent provided in a resolution of the Board of Directors or by contract, may indemnify any volunteer, employee or agent of the Corporation) who was or is a party to or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding by reason of the fact that the person is or was a Director, officer, volunteer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a trustee, director, officer, partner, volunteer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit, against expenses, including attorneys' fees (which expenses may be paid by the Corporation in advance of a final disposition of the action, suit or proceeding as provided by law), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person acted (or refrained from acting) in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful.

Section 2. Rights to Continue. This indemnification will continue as to a person who has ceased to be a Director or officer of the Corporation. Indemnification may continue as to a person who has ceased to be a volunteer, employee or agent of the Corporation to the extent provided in a resolution of the Board of Directors or in any contract between the Corporation and the person. Any indemnification of a person who was entitled to indemnification after such person ceased to be a Director, officer, volunteer, employee or agent of the Corporation will inure to the benefit of the heirs and personal representatives of that person.

## ARTICLE VI

### Conflicts of Interest

Section 1. Disclosure. When a member of the Board or an officer is affiliated with an organization seeking to provide services or facilities to the Corporation, or when a member of the Board or officer has any duality of interest or possible conflict of interest, real or apparent, such affiliation or conflict of interest should be disclosed to the Board of Directors and made a matter of record, either when the interest becomes a matter of Board action or as part of a periodic procedure to be established by the Board. An affiliation with an organization will be considered to exist when a Board member or officer or a member of his or her immediate family or close relative is an officer, director, trustee, partner, employee or agent of the organization, or has any other substantial interest or dealings with the organization.

Section 2. Voting. Any Board member or officer having a duality of interest or possible conflict of interest on any matter should not vote or use his or her personal influence on

the matter, however, he or she may be counted in determining a quorum for the meeting at which the matter is voted upon, as permitted by law. The Board should obtain and rely on appropriate comparability data, when appropriate. The minutes of the meeting should reflect that the disclosure was made, that the interested Board member abstained from voting, whether his or her presence was counted in determining a quorum, and whether comparability data was considered and used as a basis for making the decision. The comparability data should be attached to the minutes and made a part of the record.

Section 3. Statement of Position. The foregoing requirements should not be construed to prevent a Board member or officer from stating his or her position on the matter under consideration, nor from answering questions of other Board members relating to the matter.

## ARTICLE VII

### Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Corporation will end on the last day of December.

Section 2. Amendments. These Bylaws may be amended or repealed by the affirmative vote of a majority of the Directors of the Corporation then in office.

Section 3. Loans and Guarantees. The Corporation will not provide loans to or guarantee obligations of an officer or Director of the Corporation, unless expressly permitted under State law.

Section 4. Annual Budget. The Corporation will prepare and submit for approval to the Authority, an annual budget showing anticipated revenue, expenses and reserves.







## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Nina Kelly, Manager of Planning  
 Subject: Approval – Hudson Mills Master Plan  
 Date: September 7, 2017

### **Action Requested: Motion to Approve**

That the Board of Commissioners' approve the Hudson Mills Master Plan as recommended by Manager of Planning Nina Kelly and staff.

**Fiscal Impact:** Projects identified in the Master Plan will affect the Metroparks budget over the 10-year planning horizon; however, there is no immediate fiscal impact.

**Background:** The master planning process for Hudson Mills included several opportunities for public input. Two public meetings were held on Saturday mornings in January and April at the Activity Center, and were attended by nearly 40 people.

Banners were posted at the park entrance a week in advance of each public meeting. The online and hard-copy questionnaire was available from January through April and yielded more than 600 responses (the same number received during the master planning process at Stony Creek in 2016). Social media posts encouraging people to attend the meetings and to complete the questionnaire were made to the Hudson Mills Facebook page and Metroparks Twitter account throughout the process.

At the May 11, 2017 meeting, the Planning Department presented the draft Hudson Mills Master Plan to the Board of Commissioners. The plan draft was posted to [www.metroparks.com/about-us/planning-department/](http://www.metroparks.com/about-us/planning-department/) through May 30, 2017 for public review and comment.

At the June 9, 2017 meeting, the Board requested that the Planning Department conduct additional public outreach regarding the future of the Hudson Mills golf course over a 90-day period. Two additional public meetings were held on July 5, 2017 (attended by 185 people) at the golf course and on July 19, 2017 (attended by 79 people) at Creekside Intermediate School, the latter in partnership with the City of Dexter. The overwhelming response from these meeting attendees was in support of keeping the golf course open.

Planning Department staff summarized the additional public input and made necessary revisions in order to complete the final version of the master plan document presented herein for approval.



**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Nina Kelly, Manager of Planning  
Subject: Approval – 2018-2022 Community Recreation Plan  
Date: September 7, 2017

**Action Requested: Motion to Approve**

That the Board of Commissioners' approve Resolution 2017-07 adopting the 2018-2022 Metroparks Community Recreation Plan as recommended by Manager of Planning Nina Kelly and staff.

**Fiscal Impact:** Projects identified in the Community Recreation Plan will affect the budget over the five-year planning horizon; however, there is no immediate fiscal impact.

**Background:** The draft Community Recreation Plan was presented to the Board of Commissioners at its July 13, 2017 meeting. Following the meeting, the draft was posted on the Planning page of the Metroparks website from July 14 – August 25, 2017 for public review and comment. A total of 2,112 website users who visited the Planning Department webpage during this time period had the opportunity to review the plan online. Specific chapters downloaded by website visitors ranged between 224 to 275 downloads. Hard copies of the draft plan were also made available for public review at each of the 13 Metroparks and Administrative Office.

Comments received during the public review period included representatives from the Motor City Mountain Bike Association (MCMBA) recommending the development of additional mountain bike trails at Kensington Metropark. In addition, representatives from the Huron River Watershed Council (HRWC) had written comments on the Plan to include the existence of water trail facilities and future development taking into account the Natural River designation and universal design for accessibility. The HRWC were also interested in water quality initiatives, specifically in the reduction of PAH sealants for paving projects and supporting the Metroparks on future dam-related studies planned along the Huron River.

Fiscal projections have been updated following a more detailed review by the Finance Department. Revisions have been made to the timing of several of the projects proposed in the plan due primarily to a projected level of funding that may be available in each of the five years' annual budgets. Additionally, a greater number of projects were identified as potentially eligible for grant funding.

This public hearing was advertised in the Detroit News and Detroit Free Press on Wednesday, Sept. 6 and Thursday, Sept. 7, 2017.





## HURON-CLINTON METROPOLITAN AUTHORITY

### RESOLUTION

2018 – 2022 Community Recreation Plan  
For the Huron-Clinton Metropolitan Authority  
Livingston, Macomb, Oakland, Washtenaw and Wayne counties

Upon motion made by Commissioner \_\_\_\_\_

Supported by Commissioner \_\_\_\_\_

**At a meeting of the Board of Commissioner of the Huron-Clinton Metropolitan Authority held on September 14, 2017, the Board adopted Resolution 2017-08:**

**WHEREAS**, the Huron-Clinton Metropolitan Authority (“Authority”) has undertaken a planning process to determine the recreation and natural resource conservation needs and desires of its residents during a five-year period covering the years 2018 through 2022, and

**WHEREAS**, the Authority is made up of representatives from Livingston, Macomb, Oakland, Washtenaw, and Wayne counties, and

**WHEREAS**, the Authority began the process of developing a Community Recreation Plan in accordance with the most recent guidelines developed by the Department of Natural Resources and made available to local communities, and

**WHEREAS**, residents of Livingston, Macomb, Oakland, Washtenaw, and Wayne counties were provided with a well-advertised opportunity during the development of the draft plan to express opinions, ask questions, and discuss all aspects of the recreation and natural resource conservation plan, and

**WHEREAS**, the public was given a well-advertised opportunity and reasonable accommodations to review the draft plan for a period of at least 30 days, and

**WHEREAS**, a public hearing was held on September 13, 2017 at Lake Erie Metropark in Brownstown Township, Michigan to provide an opportunity for all residents of the planning area to express opinions, ask questions, and discuss all aspects of the 2018-2022 Community Recreation Plan, and

**WHEREAS**, the Authority has developed the plan as a guideline for improving recreation and enhancing natural resource conservation for the Huron-Clinton Metroparks, and

**WHEREAS**, after the public hearing, the Authority voted to adopt said 2018-2022 Community Recreation Plan.

**NOW, THEREFORE BE IT RESOLVED** the Huron-Clinton Metropolitan Authority hereby adopts the 2018-2022 Community Recreation Plan.

AYES: Commissioners: \_\_\_\_\_

ABSTAIN: Commissioners: \_\_\_\_\_

NAYS: Commissioners: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority on September 14, 2017.

\_\_\_\_\_  
Bernard Parker, Secretary



## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Nina Kelly, Manager of Planning  
 Subject: Approval – Clinton River Area Mountain Bike Association MOU  
 Location: Stony Creek Metropark, Macomb County  
 Date: September 7, 2017

### **Action Requested: Motion to Approve**

That the Board of Commissioners' approve a Memorandum of Understanding with the Clinton River Area Mountain Bike Association (CRAMBA-IMBA) as recommended by Manager of Planning Nina Kelly and staff.

**Fiscal Impact:** There is no immediate fiscal impact on the Metroparks with this agreement.

**Background:** The Clinton River Area Mountain Bike Association (CRAMBA) is a chapter of the International Mountain Bike Association (IMBA). Previously known as the Michigan Mountain Bike Association (MMBA), this organization has been actively volunteering at Stony Creek Metropark for many years.

Many representatives from CRAMBA-IMBA were actively engaged in the master planning process for Stony Creek in 2016. Since this time, Metroparks staff and CRAMBA-IMBA leaders have been in regular contact and have worked together to hold volunteer work days on the mountain bike trails at Stony Creek. The proposed MOU would formalize the relationship between the two organizations for the regular maintenance of these trails.

Formalizing this relationship may also lead to additional funding opportunities through grantors for improvements to the popular Shelden Trails to better accommodate both mountain bikers and hikers.

General counsel, Miller Canfield, has reviewed the proposed agreement.

**Attachment: CRAMBA Memo of Understanding**





# Collaborative Partnership Memorandum of Understanding

## HURON-CLINTON METROPOLITAN AUTHORITY AND CRAMBA-IMBA

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The HURON-CLINTON METROPOLITAN AUTHORITY ("HCMA") and CLINTON RIVER AREA MOUNTAIN BIKE ASSOCIATION ("CRAMBA-IMBA") memorialize the following understandings regarding the mountain biking trail system located at Stony Creek Metropark, Washington Township, Michigan this 14<sup>th</sup> day of September, 2017.

### **I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to document the collaboration between parties in accordance with the following provisions:

To facilitate the maintenance and improvement of the mountain biking trails at Stony Creek Metropark in accordance with HCMA standards and plans.

To encourage and manage volunteer involvement in the maintenance of mountain biking trails.

To recognize CRAMBA-IMBA as the major partner in the maintenance of mountain biking trails at Stony Creek Metropark.

### **II. Background and Statement of Mutual Interest**

Whereas, the HCMA is a regional park system created in 1940 by the citizens of Southeast Michigan for the purpose of providing excellent recreational and educational opportunities while serving as stewards of natural resources, and

Whereas, CRAMBA-IMBA is a Michigan 501(c)3 non-profit organization operating as a chapter of the International Mountain Biking Association (IMBA), and

Whereas, CRAMBA-IMBA exists to maintain and develop mountain biking trail access, support relationships with land managers, and promote responsible mountain biking in Southeast Michigan, and Whereas, IMBA, through scientific study and experience, has developed principles and methods (hereafter referred to as "IMBA methods") for building and managing sustainable mountain bike trails that are also suitable and enjoyable for pedestrians, and

Whereas members of CRAMBA-IMBA have received formal training regarding IMBA methods, and will continue to keep abreast of any refinements of or changes to the IMBA methods, and

Stony Creek Metropark is owned by HCMA, and is managed as a public park, and

As of the date of this MOU, there exist approximately 14 miles of mountain bike trails and a skills course area comprising both trails and wooden components at Stony Creek Metropark (the "Trails"). All references to trails in this MOU will refer to the Trails existing as of the date of this MOU, including all authorized modifications thereto, and any new trail established with appropriate written permission from HCMA, and

Whereas, as of the date of this MOU, the Trails are being informally managed by local mountain bikers, and

Whereas, CRAMBA-IMBA wishes to maintain the Trails in compliance with the IMBA methods and encourage use of the Trails by the general public, and

Whereas, HCMA recognizes the value of the Trails to park patrons and the citizens of Southeast Michigan as a whole, and wishes to utilize CRAMBA-IMBA's expertise and volunteer labor to maintain and promote the Trails.

### **III. Understandings**

1. Use of Stony Creek Metropark. HCMA will allow CRAMBA-IMBA to maintain and have access to the Trails at Stony Creek Metropark.
  - a. *Permitted Users.* Except as expressly permitted otherwise in this Memorandum, cyclists and pedestrians will be allowed on the Trail. Under no circumstances and at no times will motorized vehicles, horses, or any similar users be permitted on the Trails. HCMA will enforce this policy.
  - b. *Access to Trails.* Except as otherwise provided below, the Trails will be open to permitted users at all times during which Stony Creek Metropark is open to the public, and public access will generally be governed by the policies regarding public access to Stony Creek Metropark as a whole.
    - i. *Closing Due to Conditions.* HCMA will consult with CRAMBA-IMBA to determine the best procedure with which to notify users of trail closures and enforce trail closures.
    - ii. *Special Events.* A Special Event is any bike ride, run, or hike/walk that charges any form of fee, tracks time or other results in any fashion, and/or that generally resembles a race or "charity ride" or "charity run." A Special Event also includes any use of a trail that is substantially incompatible with use of the trail by the general public. A Special Event does not include an informal group ride or run scheduled by CRAMBA-IMBA, a local cycling or running shop, or any other party.
      1. *Coordination with CRAMBA-IMBA.* If a party other than CRAMBA-IMBA is seeking to hold a Special Event at the Trails, then HCMA will endeavor to consult with CRAMBA-IMBA at least one week before the event regarding the event and its impact on the Trails. HCMA has final authority to approve or deny a Special Event.
      2. *Clean-Up.* Any party that holds a Special Event will be responsible for cleaning up any course-marking tape, energy gel packets, and any and all similar debris.
  - c. *Management of the Trails.* HCMA will manage the Trails in coordination with CRAMBA-IMBA. Management includes but is not limited to user policies, parking, signage, and maps.
    - i. *User conflicts.* CRAMBA-IMBA will seek to reduce the potential for user conflict by using the IMBA methods.
    - ii. *Maps and signage.* HCMA will consult with CRAMBA-IMBA on appropriate signage and to fund the installation and maintenance of such signage. HCMA has final authority on decisions regarding the content and placement of maps and signage.
  - d. *Maintenance of Existing Trails.*
    - i. *IMBA methods.* IMBA methods will be used to maintain the Trails.
    - ii. *HCMA assistance.* HCMA will provide reasonable assistance with maintenance of the Trails that is consistent with its overall maintenance of Stony Creek Metropark.
    - iii. *Maintenance.*
      1. *Regular maintenance.* Regular maintenance will consist of such activities as the removal of limbs, leaves, and other natural debris from the trail, picking up litter, maintenance of existing signage, and other similar activities. Tools utilized for regular maintenance include hand-held trimmers, mowers, and wheelbarrows. CRAMBA-IMBA volunteers will be required to wear safety glasses and ear protection to operate these power tools. No other power equipment may be used without first obtaining authorization from HCMA.
        - a. *Notice and Consent Required.* At least three days prior to performing regular maintenance, CRAMBA-IMBA will notify HCMA.
      2. *Extraordinary maintenance.* Extraordinary maintenance will consist of such activities as building or installing wooden bridges, kiosks, or any other non-natural structure, and other similar activities.

- a. Notice and Consent required. CRAMBA-IMBA will describe the proposed activity to the satisfaction of HCMA and obtain written consent from HCMA at least one week prior to performing any extraordinary maintenance activities.
3. **Redevelopment.** Redevelopment will consist of such activities as rerouting of Trails, building new Trails, and other similar activities.
  - a. Notice and Consent required. CRAMBA-IMBA will submit a formal proposal to HCMA to initiate any redevelopment project. HCMA will work in direct coordination with CRAMBA-IMBA to assess the existing Trails, design new Trails and routes, and implement any redevelopment plans.
2. **Exclusivity.** At the complete discretion of HCMA, CRAMBA-IMBA and HCMA will be the only groups and entities involved in the management and maintenance of the Trails during the term of this agreement.
3. **Non-fund obligating document.** Nothing in this MOU shall obligate HCMA or the CRAMBA-IMBA to contribute or transfer any funds. Specific work projects or activities that would require the transfer of funds or services between HCMA and CRAMBA-IMBA will require execution of separate agreements and be contingent upon the availability of appropriated funds.
4. **Volunteer labor.** Unless CRAMBA-IMBA has obtained prior consent from HCMA, CRAMBA-IMBA will use only volunteer, unpaid labor to conduct its maintenance activities and any other activities performed at Stony Creek Metropark.
  - a. *Volunteer application.* All individuals under the direction of CRAMBA-IMBA performing volunteer maintenance activities at Stony Creek Metropark shall have on file the standard HCMA Volunteer Application.
  - b. *Records Management.* All records (paper or electronic) created or produced in part or in whole are to be maintained for three years and made available upon request. The number of volunteer hours and trail maintenance accomplishments are to be reported to HCMA annually.
5. **Communications.**
  - a. Method of providing notice and obtaining consent. Notice and consent may be provided or confirmed via email or other written communication.
  - b. Authorized Parties.
    - i. CRAMBA-IMBA. All communications regarding Stony Creek Metropark will be directed first to Board Chairman for CRAMBA-IMBA.
    - ii. HCMA. All communications regarding Stony Creek Metropark will be directed first to either the Eastern District Superintendent or the Park Manager.
    - iii. Change in authorized parties. CRAMBA-IMBA and HCMA will provide notice to the other party of any changes in the Authorized Parties.
6. **Property rights.** Nothing in this MOU will convey any property rights to CRAMBA-IMBA.
7. **Liability and indemnification.** CRAMBA-IMBA, its members, and all volunteers assume all risks and hazards incidental to participation in the foregoing activities. CRAMBA-IMBA agrees to indemnify, defend, and hold harmless HCMA, its officers, agents, and employees, from all claims, damages, losses, suits, or actions, including reasonable costs and attorney fees, arising or resulting from the installation, construction, operation, maintenance, repair, renewal, replacement or removal of any Trails, natural or man-made materials, or other facilities on HCMA property by CRAMBA-IMBA or its employees, agents, successors, or assigns upon the HCMA's property described herein. CRAMBA-IMBA also agrees to indemnify, defend, and hold harmless HCMA, its agents, employees,

officers and servants from all claims, damages, losses and expenses pertaining to the use of HCMA property arising out of its CRAMBA-IMBA operations or activities, HCMA operations or activities, or the operations or activities of others. However, notwithstanding anything to the contrary, CRAMBA-IMBA will not indemnify HCMA for claims arising out of the sole negligence of HCMA.

8. Not an Employee. Although utilizing an HCMA facility, the CRAMBA-IMBA, its members, agents or volunteers shall not be considered agents or employees of HCMA or any purpose. It is understood by the CRAMBA-IMBA and HCMA that this MOU is not intended to create a joint venture or principal-agent relationship between them and their respective members, employees, officers, agents or volunteers.
9. Duration. This MOU will continue in effect for a period of three years, commencing on Month, Day, 2017 and ending on Month, Day, 2020, unless terminated prior thereto.. Either party may terminate this MOU upon 10 days advance written notice to the other party.

Agreed and understood:

**CRAMBA-IMBA**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**HURON-CLINTON METROPOLITAN AUTHORITY**

By: \_\_\_\_\_  
Michael Reese

Its: \_\_\_\_\_  
Acting Director

**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Mike Brahm-Henkel, Manager of Engineering  
Title: Approval – Cell Tower Agreement Renewal  
Location: Wolcott Mill, Metropark, Macomb County  
Date: September 7, 2017

**Action Requested: Motion to Approve**

That the Board of Commissioners' approve the cell tower Amended and Restated Option and Site Lease Agreement between the Huron-Clinton Metropolitan Authority and NCWPCS MPL 27-Year Sites Tower Holdings LLC (Crown Castle) for eight successive five year terms unless either party gives a 90-day notice to end agreement as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Fiscal Impact:** The monthly rent received is based on \$1,092.50 up to May 31, 2017. Then, beginning on June 1, 2017 and every five years thereafter (each, an "Adjustment Date"), the monthly rent shall increase by an amount equal to 15 percent of the monthly rent in effect for the month immediately preceding the applicable adjustment date.

**Background:** At its June 9, 2016 meeting, the Board approved the contract proposal from Crown Castle.

In July 2017, Crown Castle contacted the Metroparks to follow up on the agreements since there had been no executed documents to date. Up until this time, all communications between Crown Castle and the Metroparks was with the previous director. On July 13, 2017, the Engineering department staff became the point of contact, working with Crown Castle and Miller Canfield to try and finalize the agreement.

This agreement replaces the previous agreement with Crown Castle for the cell tower lease located at 21385 26 Mile Road, Ray Township. The cell tower resides on property, which is located within Wolcott Mill Metropark.

The term of the agreement is effective beginning May 31, 2017 and then will extend automatically for eight successive five-year terms unless the Metroparks gives NCWPCS MPL 27-Year Sites Tower Holdings LLC (Crown Castle) a 90-day notice not renew the agreement. In addition, \$50,000 is payable within 60-days of full execution of the agreement.

Legal counsel Miller Canfield have reviewed the current agreement.

**Attachments: Amended and Restated Option and Site Lease Agreement (BU 856129)**



## AMENDED AND RESTATED OPTION AND SITE LEASE AGREEMENT

THIS AMENDED AND RESTATED OPTION AND SITE LEASE AGREEMENT (this “*Agreement*”) is effective \_\_\_\_\_, 2017 (“*Effective Date*”) between HURON CLINTON METROPOLITAN AUTHORITY, a Michigan public corporation (“*Landlord*”), and NCWPCS MPL 27 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, authorized to conduct business in the State of Michigan (“*Tenant*”), by and through CCATT LLC, a Delaware limited liability company, authorized to conduct business in the State of Michigan, its Attorney in Fact (“CCATT”).

WHEREAS, Arline M. Ruczynski (“*Original Landlord*”) and AT&T Wireless PCS, Inc., a Delaware corporation, acting by and through its agent, Wireless PCS, Inc., a Delaware corporation (“*AT&T*”), entered into an Option and Site Lease Agreement dated August 30, 1996 (“*Original Lease*”), together with the Addendum attached thereto, whereby Original Landlord leased to AT&T a portion of land being described as a 75 feet by 75 feet (5,625 square feet) portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement, being the “*Premises*”) located at 21385 26 Mile Road (Tax Parcel #05-34-400-018), Ray Township, Macomb County, State of Michigan, and being further described in Liber 17280, Page 407 in the Macomb County Register of Deeds (“*Registry*”) and in Exhibit A attached hereto (the “*Property*”). The Original Lease was amended by that Amendment to Addendum No. 1 of the Option and Site Lease Agreement dated September 6, 1996 (“*First Amendment*”). The Original Lease and First Amendment shall collectively be referred to as the “*Original Lease*” unless stated to contrary; and

WHEREAS, Original Landlord conveyed her right, title and interest in the property which contains the Premises to Landlord pursuant to that Warranty Deed dated October 17, 2005, and recorded in Liber 17280, Page 407 in the Registry; and

WHEREAS, Tenant is successor in interest in the Agreement to AT&T; and

WHEREAS, the parties have agreed to amend and restate the Original Lease in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations herein, the parties agree as follows:

1. Landlord is the current lessor of the Premises and Tenant is the current lessee of the Premises under the Original Lease. Landlord and Tenant agree that the Original Lease is amended by deleting it in its entirety and replacing the Original Lease with the terms and conditions provided for in this Agreement.
2. Tenant may construct, maintain, repair, replace or remove the Antenna Facilities (as defined below), including sleeves, conduit and cable across the Property to serve the Premises, no part of which shall become a fixture and all of which shall remain the personal property of Tenant and may be mortgaged by Tenant. The “*Antenna Facilities*” include all improvements,

personal property and related facilities for Tenant's "**Permitted Use**" which includes the transmission and reception of radio communication signals. The Antenna Facilities may not include more than one (1) self-supporting or monopole antenna tower on the Premises, the height of which shall not exceed two hundred eighty (280) feet. Said tower shall be self-supporting and shall not be supported by guyed wires. Landlord waives all Landlord liens against the Antenna Facilities.

3. Commencing on the Effective Date, Landlord leases the Premises to Tenant for a term expiring on May 31, 2017. This Agreement shall automatically be extended, without need of any further documentation, for eight (8) successive "**Additional Terms**" of five (5) years each, unless Tenant provides Landlord with notice of its intention not to renew at least ninety (90) days prior to the expiration of the initial term or the then current Additional Term. All monthly Rent payable hereunder to Landlord shall inure to the benefit of Landlord's successors to, and assigns of, this Agreement. Subject to Sections 14 and 19 hereof, assignment of this Agreement is expressly permitted.

4. "**Rent**"

Monthly Rent	Period
\$1,092.50	Effective Date- May 31, 2017

Commencing on June 1, 2017, and every five (5) years thereafter (each, an "Adjustment Date"), the monthly Rent shall increase by an amount equal to fifteen percent (15%) of the monthly Rent in effect for the month immediately preceding the applicable Adjustment Date. Rent shall be payable, in advance, at Landlord's address, on the first day of each calendar month. Rent shall be prorated for any partial month.

5. Tenant shall not, except as permitted by this Agreement, use the Premises in any way which unreasonably interferes with the use of the Property by Landlord and other tenants, and Landlord shall not use, or permit others to use the Property in any way which interferes with Tenant's Permitted Use. If there is a material interference with Tenant's Permitted Use for twenty-four (24) hours after notice to Landlord, or five (5) days after notice to Landlord for other types of interference, Tenant will suffer irreparable injury and shall have all remedies at law or equity, including injunction, and Tenant may terminate this Agreement by notice to Landlord.

6. Tenant shall be in default upon failure to pay Rent within ten (10) days after receipt of written notice and shall pay a late charge of 4% of the overdue Rent plus the Rent to cure. Except as may be otherwise expressly provided in this Agreement, either party shall be in default upon its failure to observe or perform any other of their respective obligations for thirty (30) days after written notice, unless the default cannot be cured within thirty (30) days and the party in default commences a cure within thirty (30) days of notice and works diligently to cure.

7. Tenant at its sole cost and expense shall install and maintain a locked gate at the entrance of the access road it constructed on 26 Mile Road pursuant to the terms of the Original Lease. Tenant shall provide Landlord with a key to said gate and Landlord shall have twenty-four (24)



hour, seven (7) day per week access to the driveway. Landlord shall provide electricity access to the Premises, provided electricity shall be separately metered to Tenant. Tenant accepts existing electrical and telephone access currently on the Premises. Tenant agrees to construct all electrical and telephone service in close proximity to the access road and do so underground from existing electrical and telephone service on the Premises. Landlord shall provide ingress and egress, across the Property, from an improved public road and twenty-four (24) hour, seven (7) day per week access over and under the Property to construct, maintain and service the Premises and the Antenna Facilities. Landlord grants Tenant an easement during the term of this Agreement to park one (1) vehicle upon the Property, outside of and adjacent to the Premises.

8. Tenant may terminate this Agreement, without further liability, on thirty (30) days written notice if: (i) Tenant is unable to obtain or loses any governmental approval necessary to construct or use the Antenna Facilities. Tenant shall have no obligation to appeal or seek renewal of governmental approvals; or (ii) the Premises, in Tenant's good faith judgment, are or become unacceptable or unusable under Tenant's then current design or engineering specifications for the Antenna Facilities or the Permitted Use.

9. Tenant shall pay personal property taxes on the Antenna Facilities. Landlord shall pay when due all real property taxes, fees and assessments attributable to the Property and Premises. Tenant will carry commercial general liability insurance in an aggregate amount of \$1,000,000.00 and name Landlord as an additional insured on the policy or policies. Landlord and Tenant shall look solely to insurance for loss due to any peril which is covered by insurance and neither party's insurance company shall be subrogated to a claim against the other party. To the extent permitted by law, each party shall indemnify and defend the other against loss from their acts and the acts of their employees and agents. The parties shall share in a condemnation award in proportion to their interest in the property taken.

10. All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Mail Notices to  
Tenant at:

NCWPCS MPL 27 - Year Sites Tower Holdings LLC  
Legal Department  
Attn: Network Legal  
208 S. Akard Street  
Dallas, TX 75202-4206

With a copy to:

CCATT LLC  
Attn: Legal Dept.  
2000 Corporate Drive  
Canonsburg, PA 15317

Mail Notices to  
Landlord at:

Huron-Clinton Metropolitan Authority  
Attention: Executive Director  
13000 High Ridge Drive  
Brighton, MI 48114

11. Tenant will not generate or store any hazardous substances on or about the Premises except in compliance with applicable hazardous substance laws and unless actually used or intended to be used on the Premises. To the extent permitted by law, Landlord hereby agrees to indemnify and defend Tenant from any losses, claims, damages, penalties, liabilities or costs that Tenant may suffer as a result of the presence of hazardous substances or petroleum in, on or under the Property, including the Premises, unless the presence of such substances was caused by Tenant. Tenant shall not store any hazardous substances on the Premises unless actually used or intended to be used on the Premises.

12. At the expiration or earlier termination of this Agreement, Tenant shall remove its Antenna Facilities within ninety (90) days from the date that this Agreement expires or is terminated, and restore the Premises to the condition which existed as of the execution of the Original Lease, excluding normal wear and tear; except that Tenant shall not be required to remove any foundation more than two (2) feet below grade level, subject to the Ray Township zoning ordinances. Tenant shall continue to pay monthly Rent until the Premises are restored to the condition which existed as of the execution of the Original Lease, excluding normal wear and tear.

13. Tenant shall be required to comply with the local zoning ordinances for the Township of Ray regarding demolition of the Premises and shall request written approval from the Zoning Administrator of Ray Township that Tenant is in compliance with the local zoning ordinance regarding demolition. Tenant shall then turn over a copy of said written approval from the Township Zoning to the Landlord within three (3) days after its receipt. Written approval by the Township Zoning shall constitute prima facie evidence that the Premises has been restored to the satisfaction of the Landlord. Should Landlord not communicate approval or disapproval within three (3) days after receipt of notice, such approval and consent shall be deemed given. Tenant shall continue to pay monthly rental payments to Landlord until such approval has been obtained by the Zoning Administrator for Ray Township.

14. If Landlord receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in this Agreement, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions that are (a) not imposed in good faith; or (b) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. If Landlord's notice covers portions of the Property beyond the Premises, Tenant may elect to acquire an interest in only the Leased Premises, and the consideration shall be pro-rated on an acreage basis.

If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any entity that is an affiliate of Tenant or to CCATT or an affiliate of CCATT. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

15. If at any time prior to May 31, 2027: (a) Tenant exercises any of Tenant's rights to terminate this Agreement, or (b) Tenant elects not to renew this Agreement, Tenant shall pay a termination fee ("Termination Fee") equal to the amount of rent that Tenant would have owed to Landlord under this Agreement between the date of such early termination or election not to renew, as the case may be, and May 31, 2027. The Termination Fee will be due and payable in the same manner and on the same dates set forth in this Agreement. Notwithstanding the foregoing, Tenant will be released from any and all of its obligations under this Agreement as of the effective date of such termination and shall not be required to pay the Termination Fee if Tenant terminates this Agreement due to a Landlord default.

16. As additional consideration for amending the Original Lease in accordance with this Agreement, Tenant agrees to pay to Landlord \$50,000.00 within sixty (60) days of full execution of this Agreement by both parties.

17. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Agreement and any related memorandum for recording, which shall update and replace the existing description.

18. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant. In the event the Premises is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

19. Each party shall execute documents for the Premises, Antenna Facilities and Permitted Use upon not more than thirty (30) days' prior notice, including truthful and reasonable: estoppels; memoranda of this Agreement; subordinations, which include non-disturbance clauses; and zoning and permitting requests, applications and authorities. Each party shall pay fees due a real estate broker claiming through them, but shall not be liable for any fees due a broker claiming through the other party. This Agreement shall be construed according to Michigan law, according to its fair meaning of the language, and shall not be strictly construed against either party. The Agreement may be signed in counterparts and facsimile or electronic signatures shall be sufficient unless originals are required by third parties. This Agreement may

be assigned by both parties without the consent of the other party and all or a portion of the Premises may be sublet or licensed by Tenant without Landlord's consent, with each such sublease or license being subject to the terms and conditions of this Agreement. This Agreement shall be binding upon each party's successors and assigns. This Agreement is the complete agreement between the parties and may only be modified by a written instrument. The unsuccessful party in litigation shall pay the others attorney fees and costs. In this Agreement, ***"include"*** means ***"including but not limited to"***.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have signed this instrument under seal,  
and have caused this Agreement to be duly executed on the day and year first written above.

LANDLORD:

Huron Clinton Metropolitan Authority,  
a Michigan public corporation

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Landlord and Tenant have signed this instrument under seal, and have caused this Second Amendment to be duly executed on the day and year first written above.

TENANT:

NCWPCS MPL 27 - Year Sites Tower Holdings  
LLC, a Delaware limited liability company

By: CCATT LLC,  
a Delaware limited liability company,  
its Attorney-in-Fact

By: \_\_\_\_\_(SEAL)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Commonly Known As: 21385 26 Mile Rd.

State: Michigan

County: Macomb

City: Ray

Description: The West 1/2 of the Southeast 1/4 of Section 34, Town 4 North, Range 13 East, Ray Township, EXCEPT the North 157 feet of the West 1/2 of the Southeast 1/4; and ALSO EXCEPT: Commencing at the Southeast corner of Section 34; thence West 1307.0 feet to the point of beginning; thence North 102.0 feet; thence West 538.0 feet; thence South 102.0 feet; thence East 538.0 feet to the point of beginning, containing 73.87 acres of land, more or less.

Landlord's initial here:

\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT "B"  
Page 1 of 2  
DESCRIPTION OF PREMISES

If a survey is made on the Premises, Landlord and Tenant agree to sign and attach the legal description of the Premises hereto which will then become the description of the Premises.

Commonly Known As: 21385 26 Mile Rd.

State: Michigan

County: Macomb

City: Ray

Description: A 75 foot X 75 foot parcel of land located in the following described land, to-wit: The West 1/2 of the Southeast 1/4 of Section 34, Town 4 North, Range 13 East, Ray Township, EXCEPT the North 157 feet of the West 1/2 of the Southeast 1/4; and ALSO EXCEPT: Commencing at the Southeast corner of Section 34; thence West 1307.0 feet to the point of beginning; thence North 102.0 feet; thence West 538.0 feet; thence South 102.0 feet; thence East 538.0 feet to the point of beginning, containing 73.87 acres of land, more or less. (See Site Sketch Plan Attached hereto.)

Landlord's initial here:

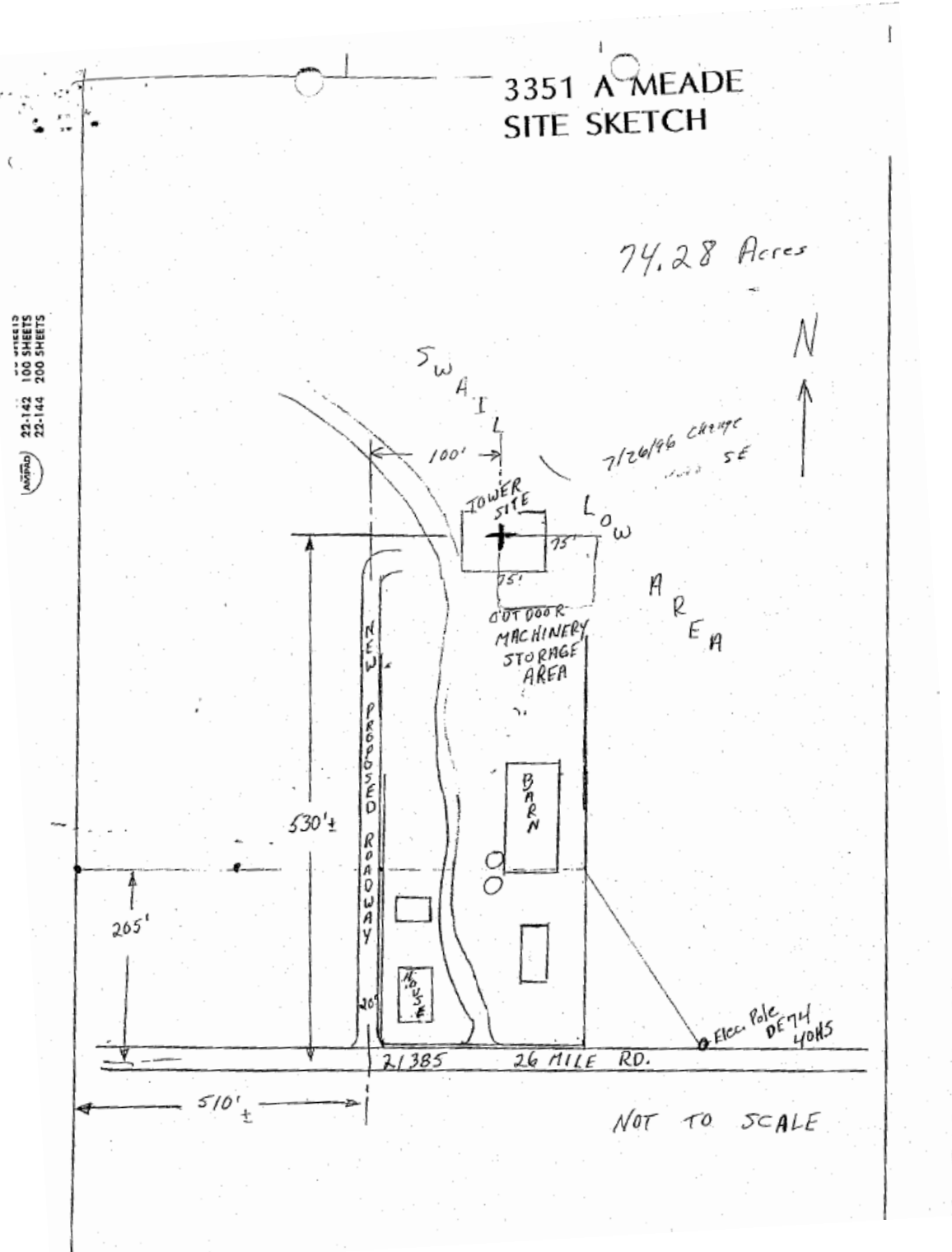
\_\_\_\_\_

\_\_\_\_\_



# EXHIBIT "B"

Page 2 of 2



26 Mile  
BU 856129  
Fixed Asset #: 10095587  
PPAB 3375705v6





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Engineering  
 Title: Approval – Cell Tower Agreement Renewal  
 Location: Stony Creek, Metropark, Macomb County  
 Date: September 7, 2017

### **Action Requested: Motion to Approve**

That the Board of Commissioners' approve the cell tower Amended and Restated Option and Site Lease Agreement between the Huron-Clinton Metropolitan Authority and STC Five LLC (Crown Castle) for eight successive five-year terms unless either party gives a 90-day notice to end agreement as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Fiscal Impact:** The monthly rent received is based on \$2,585.49 up to and including Jan. 31, 2021. Then, beginning on Feb. 1, 2021 and every five years thereafter (each, an "Adjustment Date"), the monthly rent shall increase by an amount equal to 15 percent of the monthly rent in effect for the month immediately preceding the applicable adjustment date.

**Background:** At its June 9, 2016 meeting, the Board approved the contract proposal from Crown Castle.

In July 2017, Crown Castle contacted the Metroparks to follow up on the agreements since there had been no executed documents to date. Up until this time, all communications between Crown Castle and the Metroparks was with the previous director. On July 13, 2017, the Engineering department staff became the point of contact, working with Crown Castle and Miller Canfield to try and finalize the agreement.

This agreement replaces the previous agreement administered by Crown Castle for the cell tower lease located at 1588 E Snell Road, Rochester, Michigan. The cell tower resides on property which is located in Stony Creek Metropark.

The term of the agreement is from the effective date and expiring on Feb. 20, 2026 and then will extend automatically for eight additional terms of five-year terms each unless the Metroparks gives STC Five LLC (Crown Castle) a 90-day notice not renew the agreement. In addition, \$20,000 is payable within 60 days of full execution of the agreement.

Legal counsel Miller Canfield have reviewed the current agreement.

**Attachment: Amended and Restated PCS Site Agreement (BU 876786)**



# AMENDED AND RESTATED PCS SITE AGREEMENT

Site Name Stony Creek Metropark

**1. Premises and Use.** Owner leases to STC FIVE LLC, a Delaware limited liability company ("STC Five LLC"), authorized to conduct business in the State of Michigan, successor-in-interest to Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), by and through its attorney-in-fact, Global Signal Acquisitions II LLC, a Delaware limited liability company authorized to conduct business in the State of Michigan, the site ("Site") described below:

[Check appropriate box(es)]

- ☒ Land consisting of approximately 2,500 square feet upon which STC Five LLC will construct its equipment base station and antenna structure;
- ☐ Building interior space consisting of approximately \_\_\_\_\_ square feet
- ☐ Building exterior space for attachment of antennas;
- ☐ Building exterior space for placement of base station equipment;
- ☐ Tower antenna space between the \_\_\_\_\_ foot and \_\_\_\_\_ foot level on the Tower;
- ☐ Space required for cable runs to connect PCS equipment and antennas,

in the location(s) ("Site") shown on Exhibit A, with reasonable access thereto and to the appropriate, in the discretion of STC Five LLC, source of electric and telephone facilities. The Site will be used by STC Five LLC for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment cable wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna structure. STC Five LLC will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants. STC Five LLC will have access to the Site twenty-four (24) hours per day, seven (7) days per week.

**2. Original Agreement.** Owner and SSLP entered into a PCS Site Agreement dated February 21, 2001 (as amended and assigned, the "Original

Agreement"), whereby Owner leased to SSLP the Site located at 1588 E. Snell Road (Tax Parcel #10-25-300-007), Rochester, Oakland County, Michigan, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Original Agreement. The Original Agreement is evidenced by, and the Site was described in that certain Memorandum of PCS Site Agreement dated February 21, 2001, and recorded in Liber 24371, Page 799 in the Oakland County Register of Deeds.

**3. Amending and Restating Agreement.** Owner is the current lessor and STC Five LLC is the current lessee under the Original Lease. Owner and STC Five LLC agree that the Original Agreement is amended by deleting it in its entirety and replacing the Original Agreement with the terms and conditions of this Amended and Restated PCS Site Agreement (the "Agreement").

**4. Term.** Commencing on the date both the Owner and STC Five LLC have executed this Agreement, the "Effective Date", Owner leases to STC Five LLC the Site for a term expiring on February 20, 2026 (the "Initial Term"). This Agreement will be automatically renewed for six (6) additional terms (each a "Renewal Term") of five (5) years each, unless STC Five LLC provides Owner notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. Unless sooner terminated as provided for in this Agreement, this Agreement shall expire on February 20, 2056.

**5. Rent.** Commencing on the Effective Date through and including January 31, 2021, the rent will be paid in equal monthly installments of Two Thousand Five Hundred Eighty-Five and 49/100 Dollars (\$2,585.49) per month (until increased as set forth herein), partial months to be prorated, in advance. Thereafter, commencing on February 1, 2021, and every five (5) years thereafter (each, an "Adjustment Date"), the monthly rent shall increase by an amount equal to fifteen percent (15%) of the monthly rent in effect for the month immediately preceding the applicable Adjustment Date.

**6. Title and Quiet Possession.** Owner represents and agrees (a) that it is the Owner of the Site;

(b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that STC Five LLC is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as STC Five LLC is not in default beyond the expiration of any cure period; and (e) that Owner will not have unsupervised access to the Site or to the PCS equipment.

**7. Assignment/Subletting.** STC Five LLC may assign this Agreement to any entity that acquires a controlling interest in STC Five LLC. STC Five LLC may not sublet all or any portion of the Site without the prior written consent of Owner. STC Five LLC acknowledges that STC Five LLC shall be able to charge a fee for any sublease of space on the tower, but that Owner shall charge a separate rental for ground lease to any sublessee.

**8. Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise required by law.

**If to Owner:** Huron Clinton Metropolitan Authority, Attn: Executive Director, 1300 High Ridge Drive, Brighton, MI 48114

**If to STC Five LLC:** STC Five LLC, c/o Crown Castle USA Inc., General Counsel, Attn: Legal-Real Estate Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564

**9. Improvements.** STC Five LLC may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with STC Five LLC with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, STC Five LLC will remove its equipment and improvements and will restore the Site to substantially the condition existing on the Effective Date of the Original Agreement, except for ordinary wear and tear and casualty loss. STC Five LLC will also remove the tower foundation to three feet below grade.

**10. Compliance with Laws.** Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and

other laws, codes and regulations of applicable governmental authorities. STC Five LLC will comply with all applicable laws relating to its possession and use of the Site.

**11. Interference.** STC Five LLC will resolve technical interference problems with other equipment located at the Site on the Effective Date or any equipment that becomes attached to the Site at any future date when STC Five LLC desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with STC Five LLC's then existing equipment or (b) encroaches onto the Site.

**12. Utilities.** STC Five LLC will pay for all utilities used by it at the Site. Owner will cooperate with STC Five LLC in STC Five LLC's efforts to obtain utilities from any location provided by Owner or the servicing utility.

**13. Termination.** STC Five LLC may terminate this Agreement at any time by notice to Owner without further liability if STC Five LLC does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if STC Five LLC, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.

Owner may terminate this Agreement upon ten (10) days' prior written notice to STC FIVE LLC in the event STC FIVE LLC is in default past applicable cure periods of any provision of this Agreement. In the event Owner terminates this Agreement for a default by STC FIVE LLC, all amounts due through the date of termination shall be paid by STC FIVE LLC within ten (10) days of such termination by Owner.

**14. Default.** If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30)

days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under this Agreement and applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30 day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30 day period and proceeds with due diligence to fully cure the default.

**15. Indemnity.** To the extent permitted by law, Owner and STC Five LLC each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this paragraph will survive termination of this Agreement.

**16. Hazardous Substances.** Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. STC Five LLC will not introduce or use any such substance on the Site in violation of any applicable law.

**17. Subordination and Non-Disturbance.** This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. Following the full execution of this Agreement, Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to STC FIVE LLC from the holder of any such mortgage or deed of trust.

**18. Taxes.** STC Five LLC will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. STC Five LLC will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by STC Five LLC within sixty (60) days after receipt of satisfactory documentation indicating calculation of STC Five LLC's share of such real estate taxes and payment of the real

estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

**19. Insurance.** STC Five LLC will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days of written request. Such policy will provide that cancellation will not occur without at least fifteen (15) days prior written notice to Owner. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

**20. Maintenance.** STC Five LLC will be responsible for repairing and maintaining the PCS system and any other improvements installed by STC Five LLC at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse STC Five LLC for the reasonable costs incurred by STC Five LLC to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

**21. Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the State in which the Site is located; (c) this Agreement (including the exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (d) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to



whom it is held invalid or unenforceable will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (e) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party

**22. Right of First Refusal.** If Owner receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Owner's interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Site, or Owner's interest in this Agreement, or an option for any of the foregoing, Owner shall provide written notice to STC Five LLC of said offer, and STC Five LLC shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions that are (a) not imposed in good faith; or (b) directly or indirectly designed to defeat or undermine STC Five LLC's possessory or economic interest in the Site. If Owner's notice covers portions of Owner's parent parcel beyond the Site, STC Five LLC may elect to acquire an interest in only the Site, and the consideration shall be pro-rated on an acreage basis. If the Owner's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. STC Five LLC shall have the right, at its sole discretion, to assign the right of first refusal to any entity that is an affiliate of STC Five LLC or to Global Signal Acquisitions LLC or an affiliate of Global Signal Acquisitions LLC. Such assignment may occur either prior to or after STC Five LLC's receipt of Owner's notice and the assignment shall be effective upon written notice to Owner.

**23. Termination Fee.** If at any time prior to January 31, 2023: (a) STC Five LLC exercises any of STC Five LLC's rights to terminate this Agreement, or (b) STC Five LLC elects not to renew the Agreement, STC Five LLC shall pay a termination fee ("Termination Fee") equal to the amount of rent that STC Five LLC would have owed to Owner under this Agreement, as amended,

between the date of such early termination or election not to renew, as the case may be, and January 1, 2023. The Termination Fee will be due and payable in the same manner and on the same dates set forth in this Agreement. Notwithstanding the foregoing, STC Five LLC will be released from any and all of its obligations under this Agreement as of the effective date of such termination and shall not be required to pay the Termination Fee if STC Five LLC terminates this Agreement due to an Owner default

**24. Signing Bonus.** As additional consideration for entering into this Agreement, STC Five LLC agrees to pay to Owner Twenty Thousand Dollars (\$20,000.00) within sixty (60) days of full execution of this Agreement by both parties.

**OWNER:**

Huron-Clinton Metropolitan Authority

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STC FIVE LLC:**

STC Five LLC, a Delaware limited liability company

By: Global Signal Acquisitions II LLC, a Delaware limited liability company, its Attorney in Fact

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT A

### **Lease Area**

All that part of the South 1/2 of Section 25, Town 4 North, Range 11 East, Oakland Township, Oakland County, Michigan, described as; Commencing at the East 1/4 corner of said section; thence South 87°51'56" West 2200.08 feet along the East—West 1/4 line of said section; thence South 02°47'07" East 283.51 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence North 87°12'53" East 50.00 feet; thence South 02°47'07" East 50.00 feet; thence South 87°12'53" West 50.00 feet; thence North 02°47'07" West 50.00 feet to the place of beginning of this description.

### **Ingress/Egress Easement**

A 20.00 foot wide easement in that part of the South 1/2 of Section 25, Town 4 North, Range 11 East, Oakland Township, Oakland County, Michigan, the centerline of which is described as; Commencing at the East 1/4 corner of said section; thence South 87°51'56" West 2200.08 feet along the East—West 1/4 line of said section; thence South 02°47'07" East 283.51 feet; thence North 87°12'53" East 25.00 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE EASEMENT; thence North 02°47'07" West 250.30 feet to the South right of way line of Snell Road for the place of ending of this centerline description.

### **Utility Easement**

A 8.00 foot wide easement in that part of the South 1/2 of Section 25, Town 4 North, Range 11 East, Oakland Township, Oakland County, Michigan, the centerline of which is described as Commencing at the East 1/4 corner of said section; thence South 87°51'56" West 2200.08 feet along the East—West 1/4 line of said section; thence South 02°47'07" East 283.51 feet; thence North 87°12'53" East 19.00 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE EASEMENT; thence North 02°47'07" West 222.43 feet; thence South 87°48'50" West 501.50 feet; thence South 02°47'07" East 58.90 feet to the place of ending of this centerline description.





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Engineering  
 Project Title: Approval – SEMCO Gas Service Installation  
 Location: Stony Creek Metropark, Macomb County  
 Date: September 7, 2017

## Action Requested: Motion to Approve

That the Board of Commissioners' (1) approve the SEMCO Natural Gas Service Installation Agreement in the amount of \$95,524.20; and (2) authorize staff to transfer funds from the Lake St. Clair Unallocated Capital account to the Stony Creek Unallocated Capital account to cover the cost of the project as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Fiscal Impact:** This project is a \$95,524.20 unbudgeted project. Funds are available from the Lake St. Clair Unallocated Capital account for the project to install three additional shelters in the amount of \$250,000. Staff is currently reviewing this project and it will not be developed or constructed this year.

**Scope of Work:** The project involves the installation and connection of a 2-inch natural gas main from SEMCO's existing line into Stony Creek Metropark. The work will include all borings underneath the roadway, trenching, restoration and incidental work to complete the project. The gas main will deliver natural gas to the Stony Landing building and to Eastwood Beach in the future.

**Background:** The existing boat launch restroom building and Eastwood Beach facilities currently use propane for heating, hot water and cooking operations. The new Stony Landing building, which is now under construction, will replace the existing boat launch restroom facility, will require a higher demand for fuel service. While propane could be used to supply the building, a natural gas connection will provide more consistent, reliable, less volatile unit price and a lower cost alternative than the existing propane.

In addition, a standby generator is included in the project, which will require additional pressure and supply. During the design of the project the installation of a natural gas line into the park was investigated and found to be feasible. During discussions, additional capacity was discussed to size the supply line with enough capacity to provide for the future hookup of the Eastwood Beach facility as well as extra capacity for possible future development. The Eastwood beach connection would take place at a future date under a separate project. A separate project would be need in order to minimize the amount of time necessary to connect the new Stony Landing building to the gas service.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
SEMCO	Port Huron	\$ 95,524.20
Budget Amount for Contract Services and Administration		
Construction of 3 Shelters at Lake St. Clair		\$250,000.00
Work Order Amount		
Contract Amount- SEMCO		\$ 95,524.20
Contract Administration		<u>\$ 3,000.00</u>
Total Proposed Work Order Amount (Rounded)		<u>\$ 98,525.00</u>

**Attachment: Map of Proposed Gas Line**











## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Engineering  
 Project No: 702-17-297  
 Project Title: Approval – Change Order for EIFS System Repairs, Caulking and Painting  
 Project Type: Major Maintenance  
 Location: Lake St. Clair Metropark, Macomb County  
 Date: September 7, 2017

### **Action Requested: Motion to Approve**

That the Board of Commissioners' (1) approve a change order to contract No. 702-17-297 in the amount of \$28,000; and (2) approve a fund transfer from the General Repairs account and General Aquatic Repairs account as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Fiscal Impact:** Funding is available to cover the cost of the project from the budgeted line items for General Repairs (\$19,500) and General Aquatics Repairs (\$8,500).

**Scope of Work:** The additional work will include structural framing to the existing bathhouse rollup door, which is a safety issue and needs to be addressed. The remainder of the work is for additional patching with armor mesh to repair additional cracks and squirrel holes that were identified during construction.

The existing project included exterior work on the Exterior Finish System (EIFS). The work will include the patching of damaged exterior surfaces, hole repairs, crack repairs, caulking and painting of the EIFS surfaces.

**Background:** At the June 8, 2017 meeting, the Board approved a contract to complete repair work to the EIFS system on the buildings at Lake St. Clair Metropark.

The extra work includes repairs necessary for the support system to the roll up doors entering the pool area. In addition, more armor mesh is need to complete the repairs for additional cracks and squirrel holes that were identified during construction. The existing Activity Building, Bathhouse, and Office/Concession building have an EIFS exterior surface. EIFS is a cladding system for exterior walls that provides insulation, water resistance and a finished surface. The system is composed of a layer of insulation, fiber mesh and the existing surface is in need of repair from holes created by birds, cracks due to weathering and other damaged areas. The work will also include the caulking of interfaces to prevent moisture intrusion.

### **Attachments: Building Repair Photos**





## Photos of Required Building Repairs at Lake St. Clair Metropark





# HURON-CLINTON METROPARKS MONTHLY STATISTICS

August, 2017

PARK	MONTHLY VEHICLE ENTRIES				MONTHLY TOLL REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	55,959	52,810	58,283	-4%	\$ 150,295	\$ 169,244	\$ 170,377	-12%
Wolcott Mill	7,368	7,004	6,406	15%	\$ 5,505	\$ 424	\$ 148	3620%
Stony Creek	70,430	70,765	79,315	-11%	\$ 229,293	\$ 247,746	\$ 222,534	3%
Indian Springs	12,468	13,347	12,618	-1%	\$ 25,700	\$ 32,434	\$ 28,798	-11%
Kensington	88,411	94,972	99,006	-11%	\$ 261,761	\$ 226,622	\$ 218,111	20%
Huron Meadows	14,301	12,287	11,322	26%	\$ 17,114	\$ 3,910	\$ 2,715	530%
Hudson Mills	24,343	26,491	28,612	-15%	\$ 56,746	\$ 52,212	\$ 49,673	14%
Lower Huron/Willow/Oakwoods	68,922	67,455	68,469	1%	\$ 152,312	\$ 160,276	\$ 148,682	2%
Lake Erie	23,817	23,362	25,747	-7%	\$ 45,851	\$ 41,884	\$ 44,129	4%
Monthly TOTALS	366,019	368,493	389,779	-6%	\$ 944,577	\$ 934,752	\$ 885,167	7%

PARK	Y-T-D VEHICLE ENTRIES				Y-T-D TOLL REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	299,772	300,426	295,732	1%	\$ 1,253,096	\$ 1,356,589	\$ 1,160,985	8%
Wolcott Mill	62,296	44,050	38,629	61%	\$ 43,118	\$ 4,596	\$ 1,969	2090%
Stony Creek	408,913	418,495	405,487	1%	\$ 2,094,427	\$ 2,063,356	\$ 1,743,309	20%
Indian Springs	65,348	68,974	64,786	1%	\$ 240,313	\$ 264,849	\$ 228,455	5%
Kensington	555,342	556,389	555,716	0%	\$ 2,330,808	\$ 2,093,195	\$ 1,746,451	33%
Huron Meadows	64,480	65,425	62,012	4%	\$ 44,255	\$ 39,673	\$ 43,448	2%
Hudson Mills	146,678	145,188	148,495	-1%	\$ 447,336	\$ 427,606	\$ 389,142	15%
Lower Huron/Willow/Oakwoods	410,742	391,704	376,342	9%	\$ 924,408	\$ 950,785	\$ 809,107	14%
Lake Erie	140,617	146,574	132,075	6%	\$ 500,757	\$ 508,308	\$ 441,557	13%
Monthly TOTALS	2,154,188	2,137,225	2,079,273	4%	\$ 7,878,518	\$ 7,708,957	\$ 6,564,423	20%

PARK	MONTHLY PARK REVENUE				Y-T-D PARK REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	\$ 237,107	\$ 289,417	\$ 306,863	-23%	\$ 1,871,102	\$ 2,034,108	\$ 1,758,694	6%
Wolcott Mill	\$ 22,721	\$ 85,328	\$ 82,899	-73%	\$ 181,954	\$ 449,273	\$ 400,232	-55%
Stony Creek	\$ 494,604	\$ 532,138	\$ 507,206	-2%	\$ 3,450,306	\$ 3,516,925	\$ 3,097,954	11%
Indian Springs	\$ 177,790	\$ 181,242	\$ 177,171	0%	\$ 886,087	\$ 928,330	\$ 868,251	2%
Kensington	\$ 608,209	\$ 559,839	\$ 561,742	8%	\$ 3,967,482	\$ 3,678,170	\$ 3,236,695	23%
Huron Meadows	\$ 166,726	\$ 145,372	\$ 146,057	14%	\$ 672,457	\$ 672,958	\$ 640,100	5%
Hudson Mills	\$ 154,318	\$ 138,480	\$ 139,139	11%	\$ 867,191	\$ 853,625	\$ 811,452	7%
Lower Huron/Willow/Oakwoods	\$ 537,102	\$ 577,371	\$ 545,459	-2%	\$ 2,433,089	\$ 2,648,072	\$ 2,285,199	6%
Lake Erie	\$ 240,070	\$ 239,374	\$ 251,055	-4%	\$ 1,389,961	\$ 1,475,476	\$ 1,367,488	2%
Y-T-D TOTALS	\$ 2,638,646	\$ 2,748,561	\$ 2,717,592	-3%	\$ 15,719,628	\$ 16,256,938	\$ 14,466,066	9%

District	Y-T-D Vehicle Entries by Management Unit				Y-T-D Total Revenue by Management Unit			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Eastern	770,981	762,971	739,848	4%	5,503,361	6,000,306	5,256,881	5%
Western	831,848	835,976	831,009	0%	6,393,217	6,133,083	5,556,498	15%
Southern	551,359	538,278	508,416	8%	3,823,050	4,123,548	3,652,688	5%

GOLF THIS MONTH	MONTHLY ROUNDS				MONTHLY REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Stony Creek	5,582	5,636	5,731	-3%	\$ 179,135	\$ 179,903	\$ 163,512	10%
Indian Springs	4,799	4,291	4,524	6%	\$ 133,012	\$ 105,385	\$ 108,192	23%
Kensington	5,319	5,201	5,341	0%	\$ 137,301	\$ 130,505	\$ 130,821	5%
Huron Meadows	4,862	4,378	4,648	5%	\$ 149,212	\$ 141,262	\$ 130,625	14%
Hudson Mills	3,484	2,959	2,998	16%	\$ 84,969	\$ 72,060	\$ 64,418	32%
Willow	4,474	4,496	4,411	1%	\$ 126,285	\$ 121,499	\$ 113,267	11%
Lake Erie	4,357	4,510	4,493	-3%	\$ 121,510	\$ 112,729	\$ 98,186	24%
Total Regulation	32,877	31,471	32,146	2%	\$ 931,424	\$ 863,343	\$ 809,020	15%
LSC Par 3	1,643	1,641	1,754	-6%	\$ 9,079	\$ 9,200	\$ 10,517	-14%
LSC Foot Golf	181	269	234	-23%	\$ 1,166	\$ 1,808	\$ 1,622	-28%
Total Golf	34,701	34,312	35,278	-2%	\$ 941,669	\$ 880,393	\$ 828,455	14%

GOLF Y-T-D	GOLF ROUNDS Y-T-D				GOLF REVENUE Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Stony Creek	22,885	24,056	23,433	-2%	\$ 744,267	\$ 783,113	\$ 705,192	6%
Indian Springs	18,837	18,358	18,610	1%	\$ 533,812	\$ 449,393	\$ 449,237	19%
Kensington	22,804	23,138	22,414	2%	\$ 570,911	\$ 571,471	\$ 544,305	5%
Huron Meadows	19,773	19,581	18,725	6%	\$ 614,461	\$ 615,057	\$ 523,373	17%
Hudson Mills	12,931	12,654	12,656	2%	\$ 316,516	\$ 304,206	\$ 270,009	17%
Willow	16,643	19,332	17,494	-5%	\$ 485,454	\$ 548,748	\$ 471,838	3%
Lake Erie	17,868	19,645	18,792	-5%	\$ 505,273	\$ 521,204	\$ 432,960	17%
Total Regulation	131,741	136,764	132,124	0%	\$ 3,770,695	\$ 3,793,192	\$ 3,396,914	11%
LSC Par 3	5,836	6,548	6,648	-12%	\$ 34,910	\$ 38,693	\$ 40,553	-14%
LSC Foot Golf	740	902	705	5%	\$ 5,104	\$ 7,923	\$ 5,228	-2%
Total Golf	138,317	148,411	143,774	-4%	\$ 3,810,709	\$ 3,868,000	\$ 3,470,770	10%

AQUATICS THIS MONTH	PATRONS THIS MONTH				MONTHLY REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	8,916	12,346	13,217	-33%	\$ 42,377	\$ 62,532	\$ 56,939	-26%
Stony Creek Rip Slide	6,528	9,311	10,587	-38%	\$ 34,408	\$ 50,682	\$ 44,243	-22%
KMP Splash	8,768	11,946	12,821	-32%	\$ 51,035	\$ 69,066	\$ 65,255	-22%
Lower Huron	22,127	26,155	27,028	-18%	\$ 223,121	\$ 257,991	\$ 248,740	-10%
Willow	4,659	3,754	4,274	9%	\$ 22,150	\$ 24,201	\$ 21,333	4%
Lake Erie	5,871	7,137	8,874	-34%	\$ 46,284	\$ 55,419	\$ 51,893	-11%
TOTALS	56,869	71,770	77,639	-27%	\$ 419,375	\$ 526,955	\$ 493,980	-15%

AQUATICS Y-T-D	PATRONS Y-T-D				REVENUE Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	40,863	48,814	46,729	-13%	\$ 201,732	\$ 246,318	\$ 203,324	-1%
Stony Creek Rip Slide	27,476	33,139	34,434	-20%	\$ 136,070	\$ 174,182	\$ 139,019	-2%
KMP Splash	37,752	44,308	43,642	-13%	\$ 225,192	\$ 260,597	\$ 227,514	-1%
Lower Huron	80,164	93,616	88,946	-10%	\$ 804,883	\$ 921,323	\$ 817,367	-2%
Willow	18,134	20,275	18,781	-3%	\$ 89,312	\$ 101,833	\$ 84,717	5%
Lake Erie	28,195	34,277	35,942	-22%	\$ 223,163	\$ 271,231	\$ 216,475	3%
TOTALS	232,584	277,179	270,840	-14%	\$ 1,680,352	\$ 1,995,006	\$ 1,705,146	-1%

PARK	Seasonal Activities this Month				Monthly Revenue			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
<b>Lake St. Clair</b>								
Welsh Center	1	2	4	-73%	\$ 800	\$ 1,600	\$ 1,900	-58%
Shelters	11	17	71	-85%	\$ 4,375	\$ 4,680	\$ 3,991	10%
Boat Launches	1,260	1,099	1,337	-6%	\$ -	\$ -	\$ -	-
Marina	640	367	759	-16%	\$ 6,406	\$ 4,171	\$ 6,037	6%
Mini-Golf	2,308	1,512	2,452	-6%	\$ 7,737	\$ 5,406	\$ 8,544	-9%
<b>Wolcott</b>								
Activity Center	9	15	15	-41%	\$ 500	\$ 500	\$ 833	-40%
<b>Stony Creek</b>								
Disc Golf Daily	2,270	2,134	2,941	-23%	\$ 7,473	\$ 7,203	\$ 7,952	-6%
Disc Golf Annual	1	0	0	-	\$ 55	\$ -	\$ -	-
Total Disc Golf	2,271	2,134	2,941	-23%	\$ 7,528	\$ 7,203	\$ 7,952	-5%
Shelters	18	26	23	-23%	\$ 4,050	\$ 5,850	\$ 4,883	-17%
Boat Rental	3,326	3,454	4,228	-21%	\$ 35,651	\$ 37,698	\$ 39,118	-9%
Boat Launches	96	104	239	-60%	\$ -	\$ -	\$ -	-
<b>Indian Springs</b>								
Shelters	1	5	4	-77%	\$ 200	\$ 250	\$ 267	-25%
Event Room	9	7	7	35%	\$ 14,400	\$ 16,224	\$ 11,878	21%
<b>Kensington</b>								
Disc Golf Daily	2,953	2,926	3,606	-18%	\$ 8,859	\$ 8,778	\$ 9,382	-6%
Disc Golf Annual	1	1	1	50%	\$ 55	\$ 55	\$ 35	57%
Total Disc Golf	2,954	2,927	3,607	-18%	\$ 8,914	\$ 8,833	\$ 9,417	-5%
Shelters	28	26	25	11%	\$ 6,975	\$ 6,975	\$ 5,975	17%
Boat Rental	3,778	4,563	5,695	-34%	\$ 53,705	\$ 53,622	\$ 64,696	-17%
<b>Huron Meadows</b>								
Shelters	2	1	1	100%	\$ 400	\$ -	\$ 133	200%
<b>Hudson Mills</b>								
Disc Golf Daily	987	1,184	1,504	-34%	\$ 2,961	\$ 3,552	\$ 3,910	-24%
Disc Golf Annual	1	0	1	50%	\$ 35	\$ -	\$ 33	5%
Total Disc Golf	988	1,184	1,505	-34%	\$ 2,996	\$ 3,552	\$ 3,943	-24%
Shelters	8	3	6	26%	\$ 1,600	\$ 600	\$ 1,267	26%
Canoe Rental	1,691	1,701	1,933	-13%	\$ 7,107	\$ 7,298	\$ 8,519	-17%
<b>Lower Huron / Willow / Oakwoods</b>								
Shelters	13	13	14	-9%	\$ 2,850	\$ 2,600	\$ 3,000	-5%
<b>Lake Erie</b>								
Shelters	3	4	5	-36%	\$ 800	\$ 800	\$ 933	-14%
Boat Launches	1,806	1,730	1,868	-3%	\$ -	\$ -	\$ -	-
Marina	7	67	30	-77%	\$ 24,510	\$ 27,620	\$ 25,741	-5%

PARK	Seasonal Activities Y-T-D				Seasonal Revenue Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
<b>Lake St. Clair</b>								
Welsh Center	35	20	33	6%	\$ 28,825	\$ 16,175	\$ 19,592	47%
Shelters	188	239	325	-42%	\$ 55,215	\$ 59,150	\$ 58,925	-6%
Boat Launches	4,795	4,462	4,528	6%	\$ -	\$ -	\$ -	-
Marina	2,249	2,275	2,524	-11%	\$ 19,330	\$ 17,159	\$ 18,343	5%
Mini-Golf	8,436	7,228	8,390	1%	\$ 29,735	\$ 26,279	\$ 29,912	-1%
<b>Wolcott</b>								
Activity Center	66	79	68	-3%	\$ 10,540	\$ 12,350	\$ 13,007	-19%
<b>Stony Creek</b>								
Disc Golf Daily	11,899	13,217	15,223	-22%	\$ 38,230	\$ 44,433	\$ 43,140	-11%
Disc Annual	123	132	97	27%	\$ 6,605	\$ 6,920	\$ 4,727	40%
Total Disc Golf	12,022	13,349	15,320	-22%	\$ 44,835	\$ 51,353	\$ 47,867	-6%
Shelters	326	363	341	-4%	\$ 73,250	\$ 75,885	\$ 69,295	6%
Boat Rental	14,566	15,710	15,338	-5%	\$ 154,182	\$ 167,337	\$ 152,381	1%
Boat Launches	688	645	1,218	-44%	\$ -	\$ -	\$ -	-
<b>Indian Springs</b>								
Shelters	21	52	59	-64%	\$ 4,050	\$ 6,450	\$ 7,383	-45%
Event Room	41	40	34	22%	\$ 69,300	\$ 81,954	\$ 59,739	16%
<b>Kensington</b>								
Disc Golf Daily	17,636	18,227	20,489	-14%	\$ 52,909	\$ 54,681	\$ 53,424	-1%
Disc Annual	97	143	146	-34%	\$ 7,464	\$ 7,545	\$ 6,198	20%
Total Disc Golf	17,733	18,370	20,635	-14%	\$ 60,373	\$ 62,226	\$ 59,622	1%
Shelters	365	331	380	-4%	\$ 86,975	\$ 86,735	\$ 89,452	-3%
Boat Rental	14,046	16,759	18,500	-24%	\$ 194,077	\$ 210,889	\$ 211,851	-8%
<b>Huron Meadows</b>								
Shelters	21	21	20	7%	\$ 4,200	\$ 4,400	\$ 4,000	5%
<b>Hudson Mills</b>								
Disc Golf Daily	7,497	7,285	8,594	-13%	\$ 22,491	\$ 21,855	\$ 22,444	0%
Disc Annual	154	118	129	19%	\$ 8,250	\$ 6,290	\$ 6,390	29%
Total Disc Golf	7,651	7,403	8,724	-12%	\$ 30,741	\$ 28,145	\$ 28,834	7%
Shelters	102	95	97	5%	\$ 20,800	\$ 19,000	\$ 19,467	7%
Canoe Rental	5,220	5,648	5,272	-1%	\$ 27,005	\$ 24,564	\$ 23,573	15%
<b>Lower Huron / Willow / Oakwoods</b>								
Shelters	247	246	234	5%	\$ 53,550	\$ 53,225	\$ 51,058	5%
<b>Lake Erie</b>								
Shelters	58	66	66	-12%	\$ 13,200	\$ 14,900	\$ 14,533	-9%
Boat Launches	12,757	12,634	11,012	16%	\$ -	\$ -	\$ -	-
Marina	29	144	74	-61%	\$ 131,601	\$ 147,261	\$ 140,857	-7%

## INTERPRETIVE FACILITIES

PARK	Monthly Patrons Served				YTD Patrons Served			
	(total program participants and non-program visitors)				(total program participants and non-program visitors)			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	19,916	16,047	17,473	14%	133,094	113,976	114,963	16%
Wolcott Mill	4,141	3,668	4,998	-17%	25,316	30,700	26,593	-5%
Wolcott Farm	5,532	7,141	10,239	-46%	38,891	61,189	55,672	-30%
Stony Creek	18,981	18,326	18,132	5%	140,969	136,060	130,980	8%
Eastern Mobile Center	1,456	736	1,096	33%	12,102	5,430	8,766	38%
Indian Springs	8,622	8,948	9,112	-5%	59,455	61,881	62,259	-5%
Kens NC	22,088	26,767	26,323	-16%	190,415	189,817	189,203	1%
Kens Farm	33,364	31,948	31,684	5%	212,878	210,166	215,558	-1%
Western Mobile Center	1,741	810	1,939	-10%	7,787	11,776	14,889	-48%
Hudson Mills	3,681	3,689	3,670	0%	26,189	27,642	29,026	-10%
Oakwoods	14,054	13,302	14,387	-2%	104,874	107,873	100,806	4%
Lake Erie	14,415	11,324	12,025	20%	101,087	70,157	69,917	45%
Southern Mobile Center	0	276	138	-	6,768	6,181	6,475	5%
Totals	147,991	142,982	151,216	-2%	1,059,825	1,032,848	1,025,106	3%

PARK	Monthly Revenue				YTD Revenue			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	\$ 1,929	\$ 1,737	\$ 1,202	60%	\$ 26,252	\$ 24,673	\$ 20,324	29%
Wolcott Mill	\$ 705	\$ 137	\$ 205	244%	\$ 10,291	\$ 8,770	\$ 8,466	22%
Wolcott Farm	\$ 1,027	\$ 644	\$ 1,863	-45%	\$ 49,968	\$ 45,178	\$ 44,614	12%
Wagon Rides	\$ 1,092	\$ 588	\$ 445	145%	\$ 11,483	\$ 7,948	\$ 5,272	118%
Livestock/Produce	\$ 7,692	\$ 7,572	\$ 5,128	50%	\$ 23,883	\$ 18,381	\$ 25,598	-7%
FARM TOTAL	\$ 9,811	\$ 8,804	\$ 7,435	32%	\$ 85,334	\$ 71,507	\$ 75,485	13%
Stony Creek	\$ 1,604	\$ 2,249	\$ 1,354	18%	\$ 19,354	\$ 20,251	\$ 18,674	4%
Eastern Mobile Center	\$ 450	\$ 100	\$ 33	1250%	\$ 3,555	\$ 730	\$ 243	1361%
Indian Springs	\$ 1,939	\$ 3,899	\$ 4,372	-56%	\$ 25,978	\$ 28,027	\$ 28,819	-10%
Kens NC	\$ 2,334	\$ 824	\$ 1,150	103%	\$ 21,385	\$ 19,666	\$ 18,240	17%
Kens Farm	\$ 2,528	\$ 1,567	\$ 2,435	4%	\$ 26,657	\$ 65,427	\$ 49,427	-46%
Wagon Rides	\$ 4,065	\$ 2,476	\$ 2,843	43%	\$ 28,839	\$ 20,801	\$ 18,622	55%
Livestock/Produce	\$ 1,401	\$ 1,935	\$ 2,117	-34%	\$ 5,188	\$ 14,095	\$ 13,564	-62%
FARM TOTAL	\$ 7,994	\$ 5,978	\$ 7,395	8%	\$ 60,684	\$ 100,322	\$ 81,613	-26%
Western Mobile Center	\$ 513	\$ 985	\$ 851	-40%	\$ 11,547	\$ 16,151	\$ 14,483	-20%
Hudson Mills	\$ 627	\$ 434	\$ 434	44%	\$ 10,360	\$ 10,500	\$ 10,405	0%
Oakwoods	\$ 863	\$ 338	\$ 1,667	-48%	\$ 15,085	\$ 10,746	\$ 11,964	26%
Lake Erie	\$ 903	\$ 555	\$ 430	110%	\$ 12,377	\$ 6,439	\$ 6,613	87%
Southern Mobile Center	\$ 500	\$ -	\$ -	-	\$ 4,387	\$ 419	\$ 140	3041%
Totals	\$ 30,171	\$ 26,040	\$ 26,529	14%	\$ 306,589	\$ 318,201	\$ 295,468	4%

BREAKDOWN OF ATTENDANCE	ON-SITE Programs and Attendance				OFF-SITE Programs and Attendance			
	CURRENT YEAR		PREVIOUS YEAR		CURRENT YEAR		PREVIOUS YEAR	
	Programs	Attendance	Programs	Attendance	Programs	Attendance	Programs	Attendance
Lake St Clair	100	2,277	49	1,119	-	-	12	612
Wolcott Mill	24	600	7	383	1	334	-	-
Wolcott Farm	17	492	13	287	-	-	1	350
Stony Creek	40	560	43	765	6	636	3	116
Eastern Mobile Center					9	1,456	6	736
Indian Springs	32	1,122	39	894	-	-	1	200
Kens NC	35	1,184	35	688	-	-	8	342
Kens Farm	114	1,864	52	736	-	-	-	-
Western Mobile Center					17	1,741	19	810
Hudson Mills	6	71	6	154	2	110	1	35
Oakwoods	16	175	9	125	-	-	2	210
Lake Erie	10	140	28	385	2	650	2	50
Southern Mobile Center					-	-	24	276
Totals	394	8,485	281	5,536	37	4,927	79	3,737
BREAKDOWN OF ATTENDANCE	OTHER VISITORS (Non-programs)							
	Current	Previous						
Lake St Clair	17,639	14,316						
Wolcott Mill	3,207	3,285						
Wolcott Farm	5,040	6,504						
Stony Creek	17,785	17,445						
Indian Springs	7,500	7,854						
Kens NC	20,904	25,737						
Kens Farm	31,500	31,212						
Hudson Mills	3,500	3,500						
Oakwoods	13,879	12,967						
Lake Erie	13,625	10,889						
Totals	134,579	133,709						

"ON-SITE" - Statistics includes both programs offered to the public and programs offered to school and scout groups.

"OFF-SITE" - Statistics includes outreach programs at schools, special events such as local fairs, or outdoor related trade shows.

"OTHER VISITORS" - Represents patrons to interpretive centers who visit to view exhibits, walk trails, and generally just enjoy the outdoors.