

**AMENDED AGENDA**  
**Huron-Clinton Metropolitan Authority**  
**Board of Commission Meeting**  
**October 13, 2016 – 10:30 a.m.**  
**Kensington Metropark – Farm House Grille**

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1. Chairman's Statement
2. Public Participation
3. Approval – September 8, 2016 Regular Meeting Minutes
4. Approval – October 13, 2016 Full Agenda

**Consent Agenda**

5. **Approval – October 13, 2016 Consent Agenda**
  - a. Approval – September 2016 Financial Statements and Payment Registers
  - b. Approval – September 2016 Appropriation Adjustments **pg. 1**
  - c. Purchases
    1. Vehicles **pg. 5**
    2. Audio/Visual System, Lake St. Clair Metropark **pg. 7**
    3. Chaise Lounges, Willow Metropark **pg. 9**
  - d. Approval – Renegotiated Kosch Concessionaire Contract **pg. 11**
  - e. Update – Purchases over \$10,000 **pg. 41**
  - f. Bids – Golf Course Fiber Optic Communication Lines, Lake Erie Metropark **pg. 43**
  - g. Approval – 2017 Employee Recognition Dinner Subsidy **pg. 49**
  - h. Approval – 2017 Proposed Board Schedule **pg. 51**
  - i. Update – 2017 Fireworks Dates **pg. 55**
  - j. Approval – Amended GoApe Adventure Contract **pg. 57**

**Regular Agenda**

6. 2017 Preliminary Budget **pg. 63**
7. **Reports**
  - A. *Planning Department*
    1. Approval – Wolcott Mill Master Plan **pg. 85**
    2. Approval – Building Demolition at Stony Creek and Kensington Metroparks **pg. 87**
  - B. *Lake St. Clair Metropark*
    1. Approval – DTE Power Line Relocation Easement **pg. 105**
  - C. *Wolcott Mill Metropark*
    1. Bids – Historic Center Gravel Parking Lot **pg. 115**
    2. Bids - North Branch Clinton River Riparian Corridor Restoration **pg. 119**

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**7. Reports**

**D. *Stony Creek Metropark***

1. **Bids – Vault Latrines** pg. 131

**E. *Administrative Office***

1. **Approval – Retiree Medicare Health Benefits**
2. Update – Summer Fun at the Metroparks pg. 135

**8. Other Business**

**9. Staff Officer Update**

**10. Commissioner Comments**

**11. Motion to Adjourn**

<p style="text-align:center">The next regular Metroparks Board meeting will take place <u>Thursday, November 10, 2016 – <a href="#">10:30 a.m.</a></u> Administrative Office</p>
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## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Rebecca Baaki, Chief Accountant  
Subject: Approval – September 2016 Appropriation Amendments  
Date: October 6, 2016

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

That the Board of Commissioners' approve the September 2016 Appropriation Amendments as recommended by Director Phifer and Controller Franchock.

**Background:** The Metroparks ERP system provides a workflow 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 affect Fund Balance.

For the month of September, these transfers totaled \$1,144,107.18. These were a result of funds that were transferred within the parks and Administrative Office to cover over budget accounts that have occurred or are projected for the fiscal year. There were also transfers done to setup budgets for Capital and Major Maintenance projects and to transfer money from Major Maintenance to Operations to help fund unexpected expenses. The result of this change can be seen in the attachment.

During the month, there were three amendments that affected Fund Balance.

- \$22,997 was taken from Fund Balance to fund equipment that needed to be purchased for the Lake St. Clair Heart Lab. These expenses will be covered by a grant and were originally budgeted for in 2015.
- \$6,900 was taken from Fund Balance to increase funding for the new Rip Slide purchased for Stony Creek.
- Fund Balance was increased by \$3,764 as a result of a previous budget amendment for the purchase of swings that was entered with an incorrect amount.

**Attachment: September Appropriation Adjustments**



### September 2016 Appropriation Adjustments

	Location	Increase	Decrease	Difference
Capital	Administrative Office	\$ -	\$ 50,000.00	\$ (50,000.00)
	Lake St. Clair	127,811.00	171,113.00	(43,302.00)
	Kensington	16,700.00	21,545.00	(4,845.00)
	Lower Huron	132,375.00	132,375.00	-
	Hudson Mills	20,034.18	17,609.18	2,425.00
	Stony Creek	25,585.00	22,280.00	3,305.00
	Lake Erie	54,700.00	79,220.00	(24,520.00)
	Wolcott	-	25,350.00	(25,350.00)
	Total	<b>\$ 377,205.18</b>	<b>\$ 519,492.18</b>	<b>\$ (142,287.00)</b>
Major Maintenance	Lake St. Clair	\$ 327,240.00	\$ 327,240.00	\$ -
	Lower Huron	42,000.00	42,000.00	-
	Stony Creek	13,200.00	13,200.00	-
	Wolcott	-	20,220.00	(20,220.00)
	Indian Springs	-	16,997.00	(16,997.00)
	Total	<b>\$ 382,440.00</b>	<b>\$ 419,657.00</b>	<b>\$ (37,217.00)</b>
Operations	Lake St. Clair	\$ 6,600.00	\$ 2,500.00	\$ 4,100.00
	Kensington	17,250.00	8,200.00	9,050.00
	Lower Huron	69,170.00	61,050.00	8,120.00
	Hudson Mills	-	1,200.00	(1,200.00)
	Stony Creek	28,972.00	11,000.00	17,972.00
	Lake Erie	6,000.00	4,400.00	1,600.00
	Wolcott	10,950.00	10,950.00	-
	Indian Springs	3,175.00	2,000.00	1,175.00
	Huron Meadows	3,300.00	3,300.00	-
	Total	<b>\$ 145,417.00</b>	<b>\$ 104,600.00</b>	<b>\$ 40,817.00</b>
Administration	Administrative Office	\$ 239,045.00	\$ 100,358.00	\$ 138,687.00
	Total	<b>\$ 239,045.00</b>	<b>\$ 100,358.00</b>	<b>\$ 138,687.00</b>
<b>Grand Total</b>		<b>\$ 1,144,107.18</b>	<b>\$ 1,144,107.18</b>	<b>\$ -</b>





## HURON-CLINTON METROPOLITAN AUTHORITY

**To:** Board of Commissioners  
**From:** Maria van Rooijen, Senior Buyer  
**Project No:** Macomb County Bid Macomb #71-15 A.3.u.d.  
**Project Title:** Staff Vehicles  
**Location:** Lake Erie Metropark and Administrative Office, Wayne and Livingston Counties  
**Date:** October 6, 2016

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

That the Board of Commissioners' (1) approve the purchase of two (2) 2017 Ford Explorers in the amount of \$53,898 (\$26,949 each) from Signature Ford, Owosso, Michigan the low responsive, responsible bidder for Macomb County Vehicle Bid #71-15 A.3.u.d.; and (2) approve a fund transfer within the Capital Equipment account to cover the purchase as recommended by Senior Buyer Maria van Rooijen and staff.

**Fiscal Impact:** These items are not budgeted; however, funds are available in the 2016-approved Capital Equipment budget.

**Scope of Work:** Furnish and deliver two (2) 2017 Ford Explorers.

**Background:** These are replacement vehicles for the Lake Erie Park Manager and the Administrative Office Supervising Field Engineer. The current vehicles are a 2008 Chevy Impala with 116,000 miles (Lake Erie) and a 2013 GMC Terrain with 112,000 miles (Administrative Office) both vehicles will be sold at auction.

Signature Ford has both state and county vehicle contracts.

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Signature Ford	Owosso	\$53,898.00







# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Maria van Rooijen, Senior Buyer  
 Project No: ITB 16-068  
 Project Title: Purchase – Audio/Visual System  
 Location: Lake St. Clair Metropark, Macomb County  
 Date: October 6, 2016

Bids Opened: Friday, September 16, 2016 at 2:00 p.m.

## Action Requested: Motion to Approve

That the Board of Commissioners' (1) award ITB 16-068 to the low responsive, responsible bidder, Tel Systems in the amount of \$39,285; and (2) approve a fund transfer from the Engineering Outside Services Account to cover the \$4,285 over budget amount as recommended by Senior Buyer Maria van Rooijen and staff.

**Fiscal Impact:** This item is budgeted in the 2016 Capital improvement budget; however, it is over budget by \$4,285 and funds will be transferred from the Engineering Outside Services Account.

**Scope of Work:** Furnish and install a new ceiling mounted video projection system and an updated audio system at the Thomas Welsh Activity Center.

**Background:** This project will update the audio system, which was originally installed when the building was constructed in 1995, and add a new video projection system. Tel System was the only bidder; however, staff did have several inquiries. Tel System has been in business for more than 50 years.

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Tel Systems	Ann Arbor, MI	\$39,285.00

*Bid requests were posted on the Michigan Inter-Governmental website*





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Maria van Rooijen, Senior Buyer  
 Project No: RFQ 16-037  
 Project Title: Purchase - Chaise Lounges  
 Location: Willow Metropark, Wayne County  
 Date: October 6, 2016

Bids Opened: Friday, September 16, 2016

## Action Requested: Motion to Approve

That the Board of Commissioners' (1) award RFQ 16-037 to the low responsive, responsible bidder, Texacraft in the amount of \$33,200; and (2) approve a fund transfer within the Park Operations budget to cover the purchase as recommended by Senior Buyer Maria van Rooijen and staff.

**Fiscal Impact:** This item is not budgeted; however, funds are available in the Park Operations budget.

**Scope of Work:** Furnish and deliver 300 chaise lounges.

**Background:** Replace old and extremely faded chaise lounges that are more than nine years old at the pool area of Willow Metropark.

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Texacraft	Ocala, FL	\$33,200.00
Taylor & Associates, Inc.	Peyton, CO	\$39,986.60





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: George Phifer, Director  
 Project No: RFP-09-003  
 Project Title: Approval – Renegotiated Kosch Concessionaire Contract  
 Date: October 6, 2016

## Action Requested: Motion to Approve

That the Board of Commissioners' approve the renegotiated concessionaire contract with Kosch Catering, LLC as recommended Director Phifer and staff.

**Fiscal Impact:** Potential for increased revenue.

**Background:** The current contract ends Dec. 31, 2017. The new contract will end Dec. 31, 2022 with the changes taking effective Jan. 1, 2017.

With the new Kosch contract, the commission will be slightly lower since they will not be the exclusive caterer for all catered picnic and special events. However, staff will be able to offer the public more choices for caterers, which should help to increase overall food and beverage revenue.

**Scope of Work:** Following is the key changes of the scope of services and commission.

- Current Contract Service Locations – All parks
  - Past Estimated Payments Received:
    - 2013 - \$186,346.80
    - 2014 - \$175,536.15
    - 2015 - \$184,212.00
    - 2016 - \$124,004.01 (as 8/31/2016)
- New Contract (2017 – 2022) Service Locations
  - Indian Springs
    - Environmental Discovery Center
  - Lake St. Clair
    - Thomas Welsh Activity Center and
    - Concession Building
  - Stony Creek
    - Event Tent
    - Concession Building at Baypoint and Eastwood Beach
- With the new contract, Kosch will not be the exclusive caterer for catered events throughout Metroparks.
- Kosch will no longer be the concessionaire for Martindale Beach at Kensington Metropark. Park Staff will operate the food concession area beginning Jan. 1, 2017.
- Restructured Commission\*
  - 13 percent on catering sales at the stated park facilities
  - 13 percent for picnic catering sales at all parks (non-exclusive)
  - Commission remains at 5 percent for Stony Creek and Lake St. Clair beach area concessions.

\* (Original commissioner was 15 percent).

**Attachment: Renegotiated Kosch Concessionaire Contract**



## HURON-CLINTON METROPOLITAN AUTHORITY

## PROFESSIONAL SERVICES CONTRACT

Metroparks Food and Beverage Service Contract

CONTRACT EXTENTION EXPIRATION DATE:

December 31, 2022

This "Contract" made this 13<sup>th</sup> day of October, 2016 between the Huron-Clinton Metropolitan, a Michigan public body corporate, whose address is 13000 High Ridge Drive, Brighton, Michigan 48114, and the "Contractor" as further described in the following Table. In this Contract, either Contractor or HCMA (as defined herein) may also be referred to individually as "Party" or collectively, as "Parties".

HURON-CLINTON METROPOLITAN AUTHORITY 13000 High Ridge Drive Brighton, MI 48114 Tel: (810) 227-2757 Fax: (810) 227-7512 (herein, "HCMA")	KOSCH HOSPITALITY, LLC 324 East Street Rochester, MI 48307 Tel: (248) 608-0690 Fax: (248) 608-0695 Tax Identification No. 27-1622414 (herein the "Contractor")
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## INTRODUCTION

- A. The HCMA owns and operates facilities within the following parks, which are further described and depicted herein:
- Indian Springs Metropark
  - Lake St. Clair Metropark
  - Stony Creek Metropark
- B. All of the facilities have various food and beverage operations designed for use by the general public and designed to provide a means of recreation.
- C. Subject to the terms and conditions set forth herein, HCMA desires to license certain facilities to the Contractor and grant to the Contractor an exclusive right to provide food and beverage services at the facilities identified herein.

This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

- SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS
- SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION
- SECTION 3. SCOPE OF CONTRACTOR'S SERVICES
- SECTION 4. USE OF HCMA FACILITIES AND PROPERTY
- SECTION 5. PAYMENT OBLIGATIONS
- SECTION 6. CONTRACTOR'S ASSURANCES AND WARRANTIES
- SECTION 7. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION
- SECTION 8. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

**1. CONTRACT DOCUMENTS AND DEFINITIONS**

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1.** "Services" means food and beverage (alcoholic and non-alcoholic) services, catering services, concessions and other services or products provided by Contractor or Contractor Employees at the Facilities, for Events and Special Events held at the Facilities, including but not limited to the purchase, preparation, transportation, and service of food and beverages (alcoholic and non-alcoholic); clean-up after Events; rental of linens, tableware, glassware, paper ware, decorations, tables, chairs, special equipment and inflatable's; coat-check services; and operation of mobile food and beverage carts or stands. The Scope of Contractor's Services & Event Responsibilities are set forth in Exhibit II. It is understood that Contractor shall not have exclusive right to sell non-food and beverage items, and must



receive HCMA's written authorization to sell non-food and beverage items. By way of example, the selling and marketing of glow sticks.

- 1.2.** "Food and Beverage Fee" means thirteen percent (13%) of the Gross Receipts, defined herein of the Services provided by Contractor and Contractor Employees at the following facilities: (Environmental Discovery Center, Stony Creek Event Tent and Thomas Welsh Activity Center) and including Special Events. Picnics and concessions services at certain specific Facilities as further detailed in Exhibits III, the Food and Beverage Fee means five percent (5%) of the Gross Receipts for concession and any picnic catering, the Food and Beverage Fee will be (13%).
- 1.3.** "Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.4.** "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which arise or related to the Services provided by Contractor and are imposed on, incurred by, or asserted against the HCMA, or for which the HCMA may become legally and/or contractually obligated to pay or defend.
- 1.5.** "Contract Documents" This Contract includes and fully incorporates herein all of the following documents:

  - 1.5.1.** Exhibit I: Contractor Insurance Requirements.
  - 1.5.2.** Exhibit II: Scope of Contractor's Services & Parties' Responsibilities
  - 1.5.3.** Exhibit III: Description of Facilities
  - 1.5.4.** Exhibit IV: Lake St. Clair Metropark Equipment

- 1.6. "HCMA" means the Huron-Clinton Metropolitan Authority, a Michigan public body corporate, its departments, divisions, authorities, boards, committees, and "HCMA Agent" as defined below.
- 1.7. "HCMA Agent" means all appointed officials, directors, board members, commissioners, employees, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "HCMA Agent" shall also include any person who was a "HCMA Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- 1.8. "Day" means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.
- 1.9. "Event" means a function, gathering, meeting, party, wedding, or other assembly of persons or entities at the Facilities for which persons or entities use of park space or reserved park space through HCMA and Contractor. However, Event does not include "golf outings" or Special Events as defined herein.
- 1.10. "Facilities" means the Metropark locations, including buildings and the parking lots for the buildings, which are described and depicted in Exhibit III.
- 1.11. "Gross Receipts" means the dollar aggregate of the selling price and all other fees for the Services, excluding gratuity (i.e. service charge fees paid by customers of Contractor to the Contractor) and taxes, whether made by cash, check, credit card, credit account, exchange, coupon redemption, or other value.
- 1.12. "Intellectual Property" means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright or patent, trade secrets.
- 1.13. "HCMA Board of Commissioners" means the HCMA commission established in accordance with Michigan Public Act 147 of the Michigan Public Acts of 1939, as amended, Michigan Compiled Laws 119.51 et seq.
- 1.14. "Property" means the real property and personal property owned by the HCMA which is listed, described, and depicted in Exhibits III and IV.
- 1.15. "Special Event" means an event that is sponsored, coordinated or otherwise organized by HCMA, a governmental agency, or non-profit entity or organization, and is distinguished from an Event as defined herein. A Special Event includes events that are held at Metropark locations and which may be attended by the general public, and includes but not limited to: Car Shows, Firework Displays, Concerts, Auctions, Disc Golf Tournaments, or track meets; and/or non-profit events where food and beverage services are organized and provided by a non-profit entity where the proceeds from the sale of food and beverages are a source of the non-profit entity's fundraising efforts.

## **2. CONTRACT EFFECTIVE DATE AND TERMINATION**

- 2.1. The effective date of this Contract shall be as stated on the first page of this Contract, and unless otherwise terminated or canceled as provided herein, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. At the expiration of the Contract unless otherwise extended, the Contract shall be bid through HCMA's Purchasing Division, according to its policies and procedures. Notwithstanding the above, under no circumstances shall this Contract be effective until and unless:

- 2.1.1. This Contract is signed by a Contractor Employee, legally authorized to bind the Contractor.
  - 2.1.2. Any and all Contractor Certificates of Insurance and any other conditions precedent to the Contract have been submitted and accepted by the HCMA.
  - 2.1.3. This Contract is signed by an authorized agent of the HCMA, as provided for on the signature page of this Contract, who shall be the final signatory to this Contract.
- 2.2.** Termination. If the Contractor defaults in any of the material terms or provisions of this Contract or if Contractor's Services are unsatisfactory in the reasonable opinion of HCMA, HCMA may terminate and/or cancel this Contract (or any part thereof) at any time during the term without incurring obligation, claims for damages, loss or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice. Unless otherwise provided in this contract, in the event that Contractor is in default, violation of, or in breach of any term of this contract, HCMA will provide Contractor written notification of said default, violation, or breach, and Contractor shall have fourteen (14) days to cure such default, violation or breach of contract to the satisfaction of HCMA. If such default, violation or breach of contract is not cured within fourteen (14) days, HCMA may terminate or cancel this contract.
- 2.3.** In the event that HCMA is in default, violation of, or in breach of any material term of this Contract, Contractor will provide HCMA written notification of said default, violation or breach, and HCMA shall have sixty (60) days to cure such default, violation or breach to the satisfaction of Contractor. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice. If such default, violation or breach of contract is not cured within sixty (60) days, Contractor may terminate or cancel this Contract.
- 2.4.** In the event of termination and/or cancellation by either Party for any reason, Contractor shall pay the HCMA all fees as set forth herein until the effective date of termination.
- 2.5.** Upon termination, cancellation and/or expiration of this Contract, Contractor's use of HCMA Property shall cease as of the effective date of termination cancellation and/or expiration, this shall include at the sole option of HCMA, cancellation of all Events Contractor scheduled at the Facilities after the effective date of termination, cancellation and/or expiration. Contractor shall be responsible for and include in its Events contract with third parties (e.g. wedding contracts or other similar Event contracts) this condition regarding termination. That is, Contractor's Event contract shall provide the following condition:

"PLEASE NOTE THE FOLLOWING: IT IS UNDERSTOOD THAT KOSCH IS UNDER A SEPARATE CONTRACT WITH THE METROPARKS TO PROVIDE BANQUET/WEDDING SERVICES TO THIRD PARTIES (I.E. "KOSCH-METROPARK CONTRACT"). PLEASE BE ADVISED THAT THE KOSCH-METROPARKS CONTRACT MAY EXPIRE; AND FURTHER THAT, KOSCH AND THE METROPARKS EACH RESERVE THE RIGHT TO TERMINATE THE KOSCH-METROPARK CONTRACT UNDER CERTAIN CONDITIONS. ACCORDINGLY, IN THE EVENT OF EXPIRATION OR TERMINATION BY THE METROPARKS OF THE KOSCH-METROPARK CONTRACT, KOSCH WILL PROVIDE NOTIFICATION TO YOU OF THE DATE OF EXPIRATION OR TERMINATION OF THE KOSCH-METROPARK CONTRACT. UPON NOTICE FROM KOSCH, YOU WILL HAVE THE FOLLOWING OPTIONS: (A) THE RIGHT TO CANCEL YOUR EVENT AND RETURN OF THE DEPOSITS, IF ANY; OR (B) CONTINUATION OF THE EVENT AS SCHEDULED BUT WITH THE FOOD AND BEVERAGE SERVICE PROVIDER SELECTED BY THE METROPARKS. YOU MUST NOTIFY WITHIN TEN (10) DAYS OF

THE NOTICE OR IT WILL BE ASSUMED THAT YOU WILL BE CANCELLING YOUR EVENT. IT IS UNDERSTOOD AND AGREED AS PART OF THIS BANQUET/WEDDING CONTRACT THAT IN THE EVENT OF EXPIRATION OR TERMINATION OF THE KOSCH-METROPARK CONTRACT UNDER NO CIRCUMSTANCES SHALL THE METROPARKS OR KOSCH BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES; ANY AND ALL DAMAGES ASSOCIATED WITH CANCELLATION OF THE EVENT ARE LIMITED TO THE AMOUNT OF DEPOSITS RECEIVED."

- 2.6. Under no circumstances shall the HCMA be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Contract. The HCMA shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.

### **3. SCOPE OF CONTRACTOR'S SERVICES**

- 3.1. Contractor shall perform all Services identified and described in Exhibit II.
- 3.2. Contractor and the HCMA shall perform all responsibilities as listed and described Exhibit II.
- 3.3. Equipment and Supplies. Contractor is responsible for providing all equipment and supplies to deliver the Services required by this Contract, which are not expressly required to be provided by the HCMA herein. Exhibit II lists the equipment to be provided by Contractor and the equipment to be provided by HCMA.

### **4. USE OF HCMA FACILITIES AND PROPERTY**

- 4.1. Contractor may use and have access to the Facilities described and depicted in Exhibit III, to provide the Services.
- 4.2. Contractor may use the HCMA's Property which may or may not be affixed to the Facilities.
- 4.3. Contractor shall only use the Facilities and the Property listed in Exhibit II and III for the purpose of providing Services.
- 4.4. The HCMA may access the Facilities at any time for the purpose of examining and inspecting the Facilities and evaluating the Services provided pursuant to this Contract. If the HCMA determines that the Facilities are not maintained pursuant to this Contract or Services are not provided pursuant to this Contract, it shall immediately notify Contractor in writing to correct the unsatisfactory conditions or Services. Contractor shall take immediate steps to correct such conditions or Services.
- 4.5. Contractor agrees not to advertise its Services with HCMA in any manner or form, on or at the Facilities, HCMA premises, or other location; or in any newspapers, website or through the use of electronic media, without the prior written consent of the HCMA Director or his or her designee. Contractor shall not employ or use any persons known as "hawkers", "spielers", "crier" or other noise makers or means of attracting attention to Contractor's business, unless approved in writing by HCMA Director or his or her designee.
- 4.6. Contractor shall keep the Facilities and anything stored thereon in good order and repair and in a clean, safe, and healthful condition as required by this Contract and as required by federal, state or local, law, rule, regulation or ordinance.
- 4.7. Except as otherwise provided in this Contract, Contractor shall not make any alterations, additions, or changes to the Facilities, unless prior written approval is given by HCMA

Director or his or her designee. If such alteration, change, or addition is made to a building or real property, it shall be embodied in a change order or amendment to this Contract.

- 4.8. At the expiration or termination of this Contract, Contractor shall leave the Facilities in the same condition that Contractor found them and clean of all rubbish. Contractor shall remove all of its personal property within thirty (30) days of expiration or termination of this Contract. If Contractor does not remove its personal property within the thirty (30) day period, the HCMA shall dispose of it as it sees fit and Contractor shall reimburse the HCMA for all reasonable costs associated with the disposal of the personal property upon receipt of an invoice from HCMA.
- 4.9. Damage to HCMA Facilities. Contractor shall be responsible for any damage to the Facilities or other HCMA property that is caused by the negligence of Contractor or Contractor Employees. If damage occurs, Contractor shall notify the HCMA immediately and the HCMA shall make the necessary repairs and/or replacements or cause a third party to make the necessary repairs or replacements, provided, however, that upon receipt of an invoice from the HCMA, Contractor shall reimburse the HCMA for all reasonable costs associated with repairing and/or replacing the Facilities or other HCMA owned property.
- 4.10 Damage to Contractor Property. Contractor shall be solely liable and responsible for any property loss or damage resulting from fire, theft or other means to Contractor's personal property located, kept, or stored on or around the Facilities during this Contract.
- 4.11. Contractor shall be solely liable and responsible for any Claims, occurring at or around the Facilities, which arise out of Contractor's or Contractor's Employees use of the Facilities or performance of Services under this Contract.
- 4.12. Contractor acknowledges that it has no title in or to the Facilities or any portion thereof and will not claim any such title to the Facilities.
- 4.13. Sale of Carbonated and Non-Carbonated, Non-Alcoholic Beverages.
  - 4.13.1. Contractor understands that the HCMA have an exclusive beverage agreement for the sale of bottled, canned carbonated, fountain drinks or non-carbonated beverages at the Facilities. Contractor agrees to comply with the terms and conditions of any agreement between the HCMA and the beverage provider of bottled or canned carbonated or non-carbonated beverages (e.g. Pepsi or other beverage provider) The pricing negotiated by the HCMA and the beverage provider will be extended to Contractor. All beverage provider products sold at Facilities must be delivered to a Facility location directly from the designated beverage provider facility. It is understood and agreed that the HCMA reserves the right to change beverage providers and that Contractor agrees to such terms and conditions in the event of such change. HCMA agrees to notify Contractor (a) of all exclusive beverage agreements; and (b) at least thirty (30) days in advance of any change in beverage providers.
- 4.14. Sale of Alcoholic Beverages.
  - 4.14.1. Alcoholic beverages may only be served and provided (as permitted by law) by Contractor and Contractor Employees. Alcoholic beverages provided and served by Contractor and Contractor Employees at the Facilities as part of the Services provided under this Contract.
  - 4.14.2. The liquor licenses from the State of Michigan for the Facilities shall be held by the HCMA and Contractor as co-licensees. It is the responsibility of Contractor to obtain proper licensing to sell beer and wine as a co-licensee or participant under HCMA's liquor license with the State of Michigan.
  - 4.14.3. The HCMA shall be responsible for obtaining and maintaining the liquor licenses for the Facilities, including paying all costs and fees associated with obtaining and

maintaining the liquor licenses and hiring and paying for the attorneys to assist with licensing from the State of Michigan.

- 4.14.4. Contractor and Contractor Employees shall be responsible for operating the Facilities in strict accordance with the Michigan Liquor Control Code, as amended and all rules and regulations promulgated thereunder ("the Code") and HCMA's liquor license for each of the Facilities.
- 4.14.5. The HCMA and Contractor expressly acknowledge and confirm their joint responsibilities pursuant to the provisions of the Code for any and all violations under the Code at the Facilities which may arise through acts or omissions of the HCMA or Contractor or Contractor Employees.
- 4.14.6. Contractor agrees that all Contractor Employees at a Facility providing sales and service of alcoholic beverages must be trained and certified by an approved program promoting the responsible service of alcohol. Contractor agrees to provide copies of training certification to HCMA, and maintained certifications at the site of alcohol sales. Contractor will provide such training through the TIPS program for all Contractor Employees providing sales and service of alcoholic beverages.
- 4.14.7. Except as stated herein, Contractor or Contractor Employees shall have no right or interest in the liquor licenses for the Facilities.
- 4.14.8. Upon termination and/or cancellation of this Contract, or termination and/or cancellation of a portion of this Contract affecting a liquor license, all rights of the Contractor as co-licensee for the Facilities or a Facility shall terminate automatically, subject only to the approval of the Michigan Liquor Control Commission. Contractor and Contractor Employees agree to cooperate in all matters necessary to cause a transfer of its interest to the HCMA, including the execution of all documents and forms required by the Michigan Liquor Control Commission.
- 4.14.9. Only Contractor and Contractor Employees may serve Alcoholic beverages at the Facilities. All persons serving alcoholic beverages must be trained and certified as required by the Code.

## **5. PAYMENT OBLIGATIONS**

- 5.1. Contractor shall pay the HCMA the Food and Beverage Fee in the time and manner as set forth in this Contract.
- 5.2. The Food and Beverage Fee and a report for the Services for the previous month, shall be due and payable on the 15<sup>th</sup> of each calendar month. The monthly report regarding Services provided shall contain a computation of each month's Food and Beverage Fee, broken into separate categories for food and beverages, by Facility and categories, by Event or Special Event (as the case may be), and it must be a running total of all catering jobs, and other details as may be requested by HCMA Contract Administrator from time to time. If there were no Services or Gross Receipts for a month, a monthly report still shall be generated and submitted stating this fact.
- 5.3. Contractor shall send the Food and Beverage Fee by wire to HCMA and the Services monthly report to: HCMA, Attention: HCMA Purchasing or other Purchasing designee, 13000 High Ridge Drive, Brighton, Michigan 48114-9058. Contractor may email monthly report to HCMA's Contract Administrator and/or Accounting Dept.
- 5.4. Late Charge. If the HCMA does not receive the Food and Beverage Fee or any other sum owed by Contractor under this Contract within five (5) days after its due date, Contractor shall pay the HCMA a late charge equal to five percent (5%) of any such overdue amount. Such late charge represents a fair and reasonable estimate of the costs the HCMA will incur

by reason of late payment by the HCMA. Acceptance of such late charge by the HCMA shall in no event constitute a waiver of Contractor's default with respect to such overdue amount, nor prevent the HCMA from exercising any of its other rights and remedies.

- 5.5. Under no circumstances shall the HCMA be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from Contractor's provision of Services under this Contract.
- 5.6. The HCMA has the right to offset any amounts due and owing to the Contractor should the HCMA incur any cost associated with this Contract that is the obligation of Contractor under this Contract.
- 5.7. This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.
- 5.8. The Parties agree that this Contract supersedes and replaces the contracts between the Parties pursuant to RFP-12-003 (Lake St. Clair Metropark Food & Beverage Service Contract) and RFP-09-003 (non-Lake St. Clair Metropark Food & Beverage Service Contract) and the Metroparks Food and Beverage Service Contract with an expiration date of December 31, 2017. To resolve certain issues with respect to the foregoing contracts, namely the annual audit, application of corporate overhead, the expense of certain equipment at Lake St. Clair Metropark purchased by Contractor and the exclusivity agreement, the Parties agree (in addition to the Food and Beverage Fee set forth in this contract) to the following:
  - 5.8.1 HCMA shall retain the Lake St. Clair Metropark equipment purchased by Contractor listed in Exhibit IV.
  - 5.8.2 Exclusivity of catering the picnic and pavilion will be eliminated.

## 6. CONTRACTOR'S ASSURANCES AND WARRANTIES

- 6.1. Contractor certifies that all statements, ~~assurances~~, records, and materials submitted to HCMA in connection with securing this Contract have been truthful, complete and accurate in all respects. Any material intentional false statement, representation or omission made in connection with Contractor seeking or obtaining this Contract may be grounds for canceling or terminating this Contract and/or debarring the Contractor from future HCMA contracts. The HCMA's right to cancel this Contract as provided herein shall be in addition to any other rights the HCMA has to terminate or cancel this Contract.
- 6.2. Service Warranty. Contractor warrants that all Services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 6.3. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, taxes by reason of this Contract, social security taxes, and unemployment compensation taxes. The HCMA shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.
- 6.4. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all of Contractor's costs and

expenses incident to the performance of all Services for the HCMA including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.

**6.5. Contractor Employees.**

6.5.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the Services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required Services and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.

6.5.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.

6.5.3. All Contractor Employees assigned to work under this Contract may, at the HCMA's discretion, be subject to a security check and clearance by the HCMA.

**6.6. Contractor Employee-Related Expenses.** All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adhere to all of the terms of this Contract. Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employee related pension or welfare benefits plan contribution under federal or state law. Contractor shall indemnify and hold the HCMA harmless for all Claims against the HCMA by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

**6.7. Full Knowledge of Service Expectations and Attendant Circumstances.** The Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.

**6.8. The Contractor's Relationship to the HCMA is that of an Independent Contractor.**

Nothing in this Contract is intended to establish an employer-employee relationship between the HCMA and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide Services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-contractors of the HCMA.



**7. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION**

**7.1. Indemnification.**

7.1.1. Contractor shall indemnify, defend and hold HCMA harmless from any and all Claims which are incurred by or asserted against HCMA by any person or entity alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

7.1.2. To the extent permitted by law HCMA shall indemnify, defend and hold the Contractor harmless from any and all Claims arising in tort or out of negligence by HCMA which are incurred by or asserted against Contractor by any person or entity alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of HCMA including, without limitation, all Claims relating to injury or death of any person or damage to any property. Notwithstanding the foregoing nothing in this agreement shall constitute a waiver of governmental immunity or other privileges as provided by law. HCMA expressly reserves all privileges and immunities as provided by law.

7.1.3. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. Contractor and HCMA shall have no rights against each other for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed except as expressly provided herein.

7.1.4. Other than claims arising out of the gross negligence of HCMA Employee, Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the HCMA based upon any Claim brought against the HCMA suffered by a Contractor Employee.

**7.2. Contractor Provided Insurance.** At all times during this Contract, Contractor shall obtain and maintain insurance according to the specifications indicated in Exhibit I.

**8. GENERAL TERMS AND CONDITIONS**

**8.1. Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

**8.2. Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

"CONTRACTOR'S ASSURANCES AND WARRANTIES";

"CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION";

"Damage Clean Up To HCMA Property and/or Premises";

"Audit";

"Severability";

"Governing Law/Consent To Jurisdiction And Venue"; and

"Survival of Terms And Conditions".

- 8.3. HCMA Right to Suspend Services.** Upon written notice, the HCMA may suspend performance of this Contract if Contractor has materially failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the HCMA's right to terminate and/or cancel this Contract. The HCMA shall incur no penalty, expense, or liability to Contractor if the HCMA suspends services under this Section.
- 8.4. No Third Party Beneficiaries.** Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- 8.5. Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, rules, insurance policy requirements, and requirements applicable to its activities under this Contract, including but not limited to the Michigan Liquor Control Code, as amended, and all regulations and rules promulgated thereunder.
- 8.6. Permits and Licenses.** Except for liquor licenses from the Michigan Liquor Control Commission, Contractor shall be responsible for obtaining, maintaining, and paying for all licenses, permits, certificates, and governmental authorizations necessary to perform its obligations under this Contract and to conduct business under this Contract. Upon request by the HCMA, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract, except that, upon receipt, Contractor shall provide copies of all health inspection reports and any subsequent enforcement actions by the HCMA Health Department to the HCMA Executive Officer.
- 8.7. Discrimination.** Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law.
- 8.7.1. Contractor shall promptly notify the HCMA of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.
- 8.7.2. The HCMA, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately with notice.
- 8.8. Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the HCMA.
- 8.9. Force Majeure.** Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event. The Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this Contract in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.

- 8.10.** Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL15.321, et seq.), no contracts shall be entered into between the HCMA, including all agencies and departments thereof, and any HCMA Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the HCMA. Contractor shall give the HCMA notice if there are any HCMA Agents or relatives of HCMA Agents who are presently employed by Contractor.
- 8.11.** Contract Administrator. Each Party shall designate an employee or agent to act as Contract Administrator. The HCMA's Contract Administrator shall be responsible for such activities as monitoring deliverables and funding addressing the quality of services provided by the Contractor, reviewing invoices and submitting requests to the HCMA's procurement authority for any contract modification. The Contract Administrators for both Parties shall serve as a contact point for all matters related to the services to be performed under this Contract.
- 8.12.** Dispute Resolution. All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Contract Administrators for possible resolution. The Contract Administrators may promptly meet and confer in an effort to resolve such dispute. If the Contract Administrators cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Contract may meet promptly and confer in an effort to resolve such dispute. Before litigation is commenced by either Party regarding Claims arising under this Contract, the Parties shall use their best efforts to mediate such Claims. All costs for mediation shall be borne equally by the Parties. The Parties shall mutually agree to the mediator.
- 8.13.** Access and Records. The Contractor shall establish and maintain a reasonable accounting system that enables HCMA to readily identify Contractor's assets and Gross Receipts of the Services provided under this Contract, including but not limited to: a full and accurate books of accounts, cash receipts, and other pertinent data customarily used in Contractor's type of operation, showing Contractor's activities under this Contract. The Contractor shall only utilize those recording keeping devices, including without limitation, cash registers, tapes, books, ledgers, journals, sale slips, guest checks, invoices, and cash register maintenance logs which are reasonably acceptable to the HCMA and by which every sale or other transaction related to catering services are recorded. Contractor will maintain accurate books and records in connection with the Services provided under this Contract for thirty-six (36) months after end of this Contract, and provide the HCMA with reasonable access to such book and records.
- 8.14. Audit.**
- 8.14.1. Upon reasonable prior written notification by HCMA, Contractor shall allow the HCMA's Controller or designee, or an independent auditor hired by the HCMA, to audit, to examine, and to make copies of or extracts from all sales records relate to Gross Receipts (in whatever form the records may be kept, whether written, electronic or other) relating to or pertaining to this Contract kept or under the control of the Contractor, including, but not limited to those kept by the Contractor, Contractor's employees, agents, assigns, successors and subcontractors, and, if necessary, interview any Contractor Employee throughout the term of this Contract, and for a period of three years after final payment. All audits and examinations under this section will be during Contractor's normal business hours.

- 8.14.2. Contractor shall explain any audit finding, questionable costs, or other Contract compliance deficiencies to the HCMA within thirty (30) business days of receiving the draft audit report. Contractor's written response shall include all necessary documents and intonation that refute the draft audit report, and an action plan to resolve the audit findings. A copy of the Contractor's response will be included in the final report. Failure by the Contractor to respond in writing within 30 business days shall be deemed acceptance of the draft audit report, and will be noted in the final report.
- 8.14.3. Costs of any audits conducted under this section will be borne by HCMA unless the audit discovers substantive findings related to fraud, misrepresentation, or non-performance. In which case, Contractor shall pay and HCMA may recoup reasonable costs of the audit work. Any adjustments and/or payments that must be made as a result of any such audit or inspection of Contractor's records shall be made within thirty (30) days from the presentation of HCMA's findings to Contractor.
- 8.15.** Delegation/Subcontract/Assignment/Sublease. Contractor shall not delegate, assign, sublease or subcontract any obligations or rights under this Contract without the prior written consent of the HCMA.
- 8.15.1. The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation, sublease or subcontract.
- 8.15.2. Any assignment, delegation, sublease or subcontract by Contractor and approved by the HCMA, must include a requirement that the assignee, delegee, or subcontractor will comply with the rights and obligations contained in this Contract.
- 8.15.3. The Contractor shall remain primarily liable for all work performed by any subcontractors. The Contractor shall remain liable to the HCMA for any obligations under the Contract not completely performed or improperly performed by any Contractor delegee or subcontractor.
- 8.15.4. Should a Subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.
- 8.16.** No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any fixed or certain number of hours, Services, or Events at the Facilities.
- 8.17.** No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 8.18.** Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the HCMA harmless is found illegal or invalid, Contractor shall contribute the maximum

it is permitted to pay by law toward the payment and satisfaction of any Claims against the HCMA.

- 8.19.** Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.

- 8.20** Notices. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given when one of the following occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

8.20.1. If notice is sent to the Contractor, it shall be addressed to the Contract Administrator or signatory to this contract at the address stated on the first page of this Contract.

8.20.2. If notice is sent to the HCMA, it shall be addressed to the Contract Administrator.

8.20.3. Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

- 8.21.** Contract Modifications or Amendments. Any modifications, amendments, rescissions, waivers, or releases to this Contract must be in writing, agreed to by both Parties, and added as a change order or amendment to this Contract.

- 8.22.** Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

8.22.1. The terms and conditions contained in this Contract shall prevail and take precedence over any allegedly conflicting provisions in all other Exhibits or documents.

- 8.23.** Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 44th Judicial Circuit Court of the State of Michigan (Livingston County), the 53rd District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

- 8.24.** Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

- 8.25.** HCMA Intellectual Property. Contractor shall have no copyright, patent, trademark or trade secret rights in HCMA Intellectual Property.

- 8.26.** Contractor Use of HCMA Servicemark.

- 8.26.1. The HCMA grants Contractor the non-exclusive right to use its servicemark on Contractor's uniforms or on publications (in any format) related to or associated with performance of this Contract. Permission to use the servicemark extends to use on the Contractor's website.
- 8.26.2. Contractor shall only use the servicemark as provided by HCMA for the purposes described in this Contract and not for any other purpose.
- 8.26.3. Contractor acknowledges that the HCMA has certain rights in the servicemark and that Contractor has no right, title or interest in the servicemark.
- 8.26.4. The servicemark covered under this Section shall be provided at no cost to Contractor.
- 8.26.5. Contractor's permission to use the servicemark shall cease when the entire Contract is terminated and/or cancelled. Immediately upon termination and/or cancellation of this Contract, Contractor shall not display or depict the servicemark on its website or display, distribute or create any publication (in any format) or display, distribute or create other items that contain the servicemark.

The undersigned executes this Contract on behalf of Contractor and the HCMA, and by doing so legally obligates and binds Contractor and the HCMA to the terms and conditions of this Contract.

**EXHIBIT I**  
**CONTRACTOR INSURANCE REQUIREMENTS**

The Contractor shall provide and maintain, at their expense, all insurance as set forth below, protecting the HCMA against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified.

1. **Commercial General Liability** Occurrence Form including: a) Premises and Operations; b) Products and Completed Operations (including On and Off Premises Coverage); c) Personal and Advertising Injury d) Broad Form Property Damage e) Independent Contractors; f) Broad Form Contractual including coverage for obligations assumed in this contract;  
  
\$1,000,000 – Each Occurrence Limit  
\$1,000,000-Personal & Advertising Injury  
\$1,000,000-Products & Completed Operations Aggregate Limit  
\$2,000,000 – General Aggregate Limit  
\$ 5 0 0 , 0 0 0 -Fire Damage Limit (Any One Fire)
2. **Workers' Compensation** insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.
3. **Commercial Automobile Liability** insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident.
4. **Commercial Umbrella/Excess Liability** insurance with a minimum limits of \$3,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. The Umbrella/Excess Liability policy must also include and must be in excess of Liquor Liability coverage.
5. **Liquor Liability** insurance with a limit of \$1,000,000 each occurrence; \$1,000,000 annual aggregate.
6. **Commercial Property** insurance. The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
7. **General Insurance Conditions:** The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.
  - a. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the HCMA;
  - b. The insurance company(s) issuing the policy(s) shall have no recourse against the HCMA for subrogation, premiums, deductibles, or assessments under any form;
  - c. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;

- d. All policies, with the exception of Workers' Compensation, shall be endorsed to name the HCMA as additional insured;
- e. All policies shall be endorsed to provide a written waiver of subrogation in favor of HCMA;
- f. The Contractor shall require their contractors, or sub-contractors not protected under the Contractors insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
- g. Certificates of insurance must be provided no less than ten (10) working days prior to commencement of contract and must bear evidence of all required terms, conditions and endorsements; and
- h. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A.



## EXHIBIT II

### SCOPE OF CONTRACTOR'S SERVICES & PARTIES' RESPONSIBILITIES

#### 1. Provision of Services.

- 1.1. Except as otherwise provided in 1.3, Contractor shall have the exclusive right to provide Services at and for the operation of the Facilities as set forth in Exhibit III which includes Contractor's purchase of food, beverages (alcoholic and non-alcoholic) and all other supplies for the preparation and sale of food and beverages (alcoholic and non-alcoholic) to the public together with all incidental services and supplies for performance of this Contract including but not limited to hiring, terminating, training and supervision of all Contractor Employees.
- 1.2. Except as otherwise provided in 1.3, Contractor shall have the exclusive right to provide catering services to all park patrons of the Facilities as set forth in Exhibit III, including groups requesting such services for function where food and/or beverage is provided by a caterer. Catering menu and pricing brochures must be provided on request of HCMA and will be included with mailings. Catering brochures shall be the size and format to conform to standard size business envelope. Contractor agrees to notify HCMA's park management within ten (10) days a scheduled catering event within a particular Facility and provide a copy of the catering contract park management showing the event date and location. All revenue from Events/Special Events held within a Facility shall be reported on a monthly statement that will identify the revenue by event and facility. If the Contractor cannot provide the services being requested by the patron, HCMA will have the right to select an outside caterer.
- 1.3. Contractor shall not have the exclusive right to provide Services at Special Events but will be offered the opportunity to participate according to the following process. HCMA agrees to notify Contractor in writing or email at least fourteen (14) days' prior to the Special Event, if possible. Not later than 48-hours following the written notice provided to Contractor by HCMA, Contractor shall notify HCMA's Contract Administrator whether Contractor desires to participate in providing Services for the Special Event in accordance with mutually acceptable specifications and compensation for the Special Event. It is understood and anticipated by the Parties that Special Events may include one or more food and beverage vendors that may have negotiated a separate agreement with HCMA to provide food and beverage services. In addition, Contractor agrees that it shall have no right unless requested, to provide food and beverage services at Special Events sponsored by non-profit entities where the food and beverage services are organized and provided by the non-profit entity and where the proceeds from the sale of food and beverages are a source of the non-profit entity's fundraising efforts. Finally, where, after consultation by a group or park patron with Contractor, it is determined that Contractor is unable to provide a unique service requested by a group or park patron for an Event, Contractor agrees to allow HCMA to authorize another vendor to provide the unique service for the Event. A unique service is a food or beverage service that is not part of the Contractor's menu or services approved by HCMA.
- 1.4. The Services provided by Contractor under this Contract shall be of the highest quality and must be efficient and adequate to meet all reasonable demands of persons having Events and/or Special Events at the Facilities or persons using the Facilities. Such operations shall be in complete cooperation with HCMA employees. Good, prompt and efficient service adequate to meet all of the reasonable demands of service at the Facilities, subject to this contract, shall be furnished. To ensure quality and fitness of the Services provided herein, from time-to-time, upon request of HCMA, Contractor will provide to the HCMA Board of Commissioners, at HCMA's sole cost, food and beverage Services at its meetings.

- 1.5. Contractor in conjunction with the designated HCMA employee or agent at a particular Facility shall be responsible for making reservations and booking Events to be held at a Facility. Contractor shall provide HCMA with notice within three (3) days following the booking of the Event.
  - 1.6. Contractor's equipment includes, but is not limited to, cash registers, nacho equipment, pretzel warmers, pretzel ovens, pizza ovens, soft-serve ice cream machines and coffee makers. At HCMA's discretion, HCMA will provide refrigerators, freezers, grills, ovens, pop (soda) machines, deep fryers, microwave ovens, and fixed shelving at concession buildings located Facilities set forth in Exhibit III. Contractor agrees to maintain the equipment being used to provide Services.
2. **Marketing and Sale of Food and Beverages.** Contractor shall use its best effort and take all necessary steps to further the sale of Services and food and beverages (alcoholic and non-alcoholic) at the Facilities, including but not limited to marketing, taking credit cards to pay for food and beverages, and when applicable, using mobile stands and carts to sell food and beverages (alcoholic and non-alcoholic.) The HCMA servicemark must be included in all promotional literature. The HCMA may use the Facilities for cross marketing of HCMA, including but not limited to brochures, flyers, marketing displays, and other information. Menus and Food Prices. Concession menu and food prices shall be reviewed by the Parties annually and shall be approved in writing by HCMA's Contract Administrator. Contractor's menu and pricing shall be submitted for approval to HCMA no later than February 1 each year. HCMA will respond within thirty (30) days after submission by Contractor. The Parties will agree to work cooperatively and agree on a concession menu and pricing no later than March 21 each year. It is understood, that Contractor shall charge fair, reasonable and nondiscriminatory prices for each unit of sale or service. In addition, Contractor agrees that the prices must be comparable to current community or government market pricing, will include adjustments for inflation, and upon request, Contractor shall provide document research to support comparable pricing. All requests for price changes must be submitted with document research to support comparable food and beverage service to community or government agencies whose operations are similar to HCMA (for example, food and beverage, or catering operations at Oakland County Parks and Recreation or other regional government-owned park facility). It is understood that food and beverage pricing experienced at professional sports or non-sport venues (i.e. Comerica Park, the Palace of Auburn Hills, or the Fox Theatre) are not acceptable for operations to support comparable pricing. It is understood that all articles sold or used under this contract will be pure and of good quality, and that the quality and quantity will be subject to approval by HCMA.
- In the event that market conditions change, the Contractor may request modifications of menu and food pricing at any time with documentation to support changes and subject to the approval of HCMA's Contract Administrator.

The Contractor shall post menu signs at all stand clearly displaying the prices of foods and beverages for sale. Health food options should be available to park patrons.

**3. Hours of Operation.**

3.1. Facilities. The hours of operation for each facility are set forth in Exhibit III. However, Contractor understands and agrees that HCMA reserves the right to determine and modify the hours of operation for each facility. In addition, it is also understood that hours of operation may be adjusted in the event of inclement weather with the approval of the Metropark Superintendent for the respective facilities set forth in Exhibit III (or his or her designee). Contractor shall be available to provide Services at the Facilities at the hours and days set forth in Exhibit III.

**4. Management and Staffing.**

4.1. Contractor shall hire a manager or combination of management staff, with experience providing Services, to manage and conduct day-to-day operations at each Facility. The Contractor's on-site manager must have completed the training by the State of Michigan Department of Agriculture Food Service Management Sanitation Program or Serve Safe training required by Health Department of the county where the facility is located. A copy of the certificate shall be provided to the HCMA. A manager or assistant manager shall be present at all times when the Facilities are open for business. In the event that HCMA determines and notifies Contractor that a Contractor employee is unsatisfactory, Contractor shall remedy the situation within forty-eight (48) hours to HCMA's reasonable satisfaction.

4.2. Contractor shall provide an adequate number of employees and staff to efficiently and effectively perform the Services and responsibilities required under this Contract, including serving food and beverages to customers at the Facilities.

4.3. Contractor employees shall be clean, courteous, efficient and neat in appearance. Contractor Employees shall utilize approved uniforms which shall include name tags identifying them as Contractor's employees. Contractor shall not employ any person or persons in or about a facility who are known to use improper language or act in a loud, boisterous or improper matter. In the event that HCMA determines, in its sole opinion, and notifies Contractor that a Contractor employee is disorderly, unsanitary or otherwise unsatisfactory, Contractor shall remedy the situation to HCMA's reasonable satisfaction. Contractor agrees to remove a Contractor Employee in the event Contractor fails to remedy the situation to HCMA's reasonable satisfaction.

**5. Uniforms & Training.** At Contractor's sole expense, all Contractor Employees shall be issued uniforms with Contractor's logo, and shall maintain appropriate appearance. Uniforms shall be consistent with HCMA Appearance policy which is available upon request. Contractor shall be responsible for training Contractor employees for all customer service issues and delivery of Services, including the service of alcoholic beverages and safe handling of food.

**6. Brand Advertising.** Contractor shall not use or permit product brand identification without the express prior written approval of HCMA.

**7. Marketing and Sale of Food and Beverages.** The Contractor shall use its best efforts and take all necessary steps to further the sale of food and beverages at the Facilities, including but not limited to marketing, taking credit card to pay for food and beverages, opening an adequate number of lines in the concessions buildings and/or using portable stands to sell food and beverages. The location and types of stands subject to the approval of HCMA. Contractor agrees to provide the HCMA with a marketing

strategy on an annual basis. The Concessionaire's marketing strategy will be presented to the HCMA Director at least ninety (90) days prior to Memorial Day of each contract year.

8. Utility Services for the Facilities. HCMA will provide and pay utility services to the Facilities of the type and service currently existing at each particular facility and which may include, electricity, gas/heat, water, sewer or septic, and garbage collection depending on the facility. HCMA is not responsible for providing or installing utility services that are not already located at a particular facility.
9. Contract Performance Evaluation. Annually or more frequently as dictated by HCMA, HCMA shall perform an evaluation of the Services provided by Contractor under this Contract and Contractor's performance of its obligations contained herein. The Parties shall meet and discuss the conclusions of such evaluations and the steps that can be taken to implement the conclusions, if required.
10. Contractor Duties and Maintenance Responsibilities. Contractor shall perform the following duties and maintenance responsibilities:
  - 10.1. Contractor shall provide, pay for and maintain a point of sale system for the purchase of Services at the Facilities.
  - 10.2. Contractor shall provide, replace, maintain, and pay for all seasonal decorations located in the food and beverage areas of the Facilities. All interior decorating and decorations shall be approved by the HCMA Contract Administrator or his or her designee. Upon termination and/or cancellation of this Contract, the interior decorations shall be the property of Contractor, except that if the interior decorations are affixed to real property and cannot be removed without substantially damaging the real property, then they shall be the property of the HCMA.
  - 10.3. Contractor shall clean all carpets and all floors of the food and beverage areas operated by Contractor at the Facilities and provide all cleaning supplies and equipment for such cleaning on a daily basis or more frequently as needed. The carpets and floors shall be professionally cleaned at once a year or more frequently as needed. Upon the HCMA's request, Contractor shall provide documentation evidencing the professional cleaning.
  - 10.4. Contractor shall clean the interior of food and beverage areas operated by Contractor at the Facilities, and provide all cleaning supplies and equipment for such cleaning on a daily basis or more frequently as needed or required.
  - 10.5. Contractor pay for pest control for the interior of the Facilities including the kitchens located therein.
  - 10.6. Contractor shall dispose of or recycle used grease as needed and in a lawful manner.
  - 10.7. On a daily basis or more frequently as needed, Contractor shall clean and keep free of garbage the area outside the Facilities that are designated by HCMA for eating and drinking, including but not limited to cleaning the furniture located in such areas, rinsing the grounds in such areas, and picking up and disposing of the garbage in such areas.
  - 10.8. Contractor shall clean all food and beverage area restrooms at the Facilities related to Contractor's operations on a daily basis or more frequently as needed and supply all equipment and products for such cleaning. Cleaning shall include but not limited to mopping and sanitizing of floors, scrubbing of urinals and toilets, disinfecting the counters, sinks, dispensers, doors, and door handles, incorporation of automatic air fresheners, and hourly checks for cleanliness and neatness documented.
  - 10.9. Contractor and Contractor Employees shall be responsible for providing cleaning and servicing refuse containers kitchen preparation areas and designated food and beverage eating areas at the Facilities. All other refuse containers are to be provided and serviced by HCMA.

- 10.10. The Contractor agrees not to use nor knowingly permit any person to use in any manner whatsoever, the Facilities or any part thereof for any illegal purpose, or for any action or business in violation of federal, state or local law, ordinance, rules, order or regulation of HCMA now in effect or hereafter enacted or adopted. In addition to any remedy provided by law or equity, it is understood that the HCMA has the right and authority to terminate this agreement without previous notice to the Contractor for a violation of this provision.
- 10.11. Contractor shall not carry on within or upon the Facilities any other business or services except as described herein. Contractor agrees not to interfere with any other HCMA contractor or that contractor's employees.
- 10.12. Contractor shall clean and maintain equipment provided by HCMA for Contractor's use, on a daily basis or more frequently as needed or required by law. HCMA will regularly inspect equipment provided by HCMA to ensure proper maintenance is performed. However, in the event that equipment poses a danger to Contractor or Contractor's Employees, HCMA, HCMA's Employees, or the public, Contractor agrees that it shall cease use and disable said equipment (if possible) and notify HCMA immediately for proper maintenance and repair.
- 10.13. HCMA Property shall not be altered or changed in any manner by the Contractor without written permission from the HCMA's Director or his or her designee.

**11. HCMA Duties and Maintenance Responsibilities.**

- 11.1. Except as otherwise provided in this Contract or agreed to by the Parties in writing, as a change order or amendment to this Contract, the HCMA shall be responsible for and pay for all physical and structural upgrades to the Facilities, including replacement of windows and screens and building designs that might be required for such upgrades.
- 11.2. HCMA shall provide pest control for the interior of the Facilities including the kitchens located therein.
- 11.3. Except as otherwise provided herein, the HCMA shall be responsible for maintenance, repair, and inspections for the Facilities including but not limited to, repair of windows and screens, repair of HVAC system, repair of roof, repair of electrical system, repair of plumbing system and repair of the restrooms, repair of fire places, and repair of elevators.
- 11.4. HCMA shall be responsible for providing, repairing, and maintaining fire extinguishers, fire suppression systems, and/or fire suppression for the Facilities as it deems necessary and as required by law.
- 11.5. HCMA shall provide for the maintenance and repair of the exhaust hoods and grease traps at the Facilities.
- 11.6. HCMA shall be responsible for providing, maintaining and repairing a water/filter system, if necessary at the Facilities.
- 11.7. HCMA shall be responsible for providing, repairing, and maintaining locking mechanisms for the doors of the Facilities.
- 11.8. HCMA shall be responsible for providing, repairing, and maintaining all light fixtures in, around, and outside the Facilities, including bulb replacement, except that Contractor shall be responsible and pay for bulb replacement for any decorative lighting it provides.
- 11.9. HCMA shall be responsible for all exterior maintenance, repairs and replacements to and around the Facilities or to or around the property on which the Facilities are located, including cleaning of parking lots, exterior painting, exterior lighting, exterior window cleaning, canopy, parking lots, snow removal, signs, decorations and landscaping.

- 12. Equipment Provided by HCMA for Each Facility.** Contractor is responsible for providing equipment and supplies to deliver the Services required by this Contract, which are not expressly required to be provided by the HCMA herein. All equipment used by Contractor must be serviced and maintained by Contractor.
- 13.** Services related to Lower Huron Metropark, Willow Metropark, Oakwoods Metropark and Lake Erie Metropark. Contractor will provide exclusive catering services (and not concession services) at Lower Huron Metropark, Willow Metropark, Oakwoods Metropark and Lake Erie Metroparks commencing on the effective date of this Contract. However, Events for 2017 booked at Lower Huron Metropark, Willow Metropark, Oakwoods Metropark and Lake Erie Metropark before the effective date of this Contract are not subject to Contractor's exclusivity to provide catering services. In addition, if a group booked an Event at Lower Huron Metropark, Willow Metropark, Oakwoods Metropark and Lake Erie Metropark during 2016 and books a same or similar Event at the same Facility during 2017, The Event is not subject to Contractor's exclusivity for 2017 only.



### EXHIBIT III

#### DESCRIPTION OF FACILITIES

1. Facilities. Contractor may use the following HCMA Facilities in the performance of Services under this Contract:
  - 1.1. Lake St. Clair Metropark: Thomas Welch Activity Center and Concession Building. In addition, Contractor may utilize concessions building for HCMA catering preparation only.
  - 1.2. Stony Creek Metropark: Event Rental Tent and Eastwood and Baypoint Concession Building. In addition, Contractor may utilize concessions building for HCMA catering preparation only. Concession Services to be provided at Eastwood and Baypoint Beaches.
  - 1.3. Indian Springs Metropark: Environmental Discovery Center (EDC). In addition, Contractor may utilize the golf course concessions building for HCMA catering preparation only, provided it does not conflict with golf course concessions.
2. Hours of Operation. The following are the hours of operation at the respective Metroparks and the Facilities:
  - a. Lake St. Clair Metropark, 31300 Metro Parkway, Harrison Township, MI
    - Concession Building/ May 1 to Labor Day, each year  
Beaches 9:00AM to 9:00PM; 7 days per week
    - Thomas Welsh Activity Pre-arranged catered events  
Center
  - b. Stony Creek Metropark, 4300 Main Park Road, Shelby Township, MI:
    - Beaches (2) Memorial Day to Labor Day, each year
      - Guarded 11:00 AM to 6:00 PM; 7 days per week
      - Unguarded 11:00 AM to 6:00PM Weekends Only
  - c. Indian Springs Metropark, 5200 Indian Trail, White Lake, MI:
    - Environmental Discovery Center – Pre-arranged catered events.

4. Contractor shall clean and maintain the equipment provided by the HCMA, for Contractor use, on a daily basis or more frequently as needed or required by law. The HCMA shall regularly inspect the equipment provided by the HCMA to ensure proper maintenance is performed.
5. Except as otherwise provided in this Contract, the HCMA shall be responsible for the repair and replacement of the Property listed in this Exhibit.
6. HCMA Property shall not be altered or changed in any manner by the Contractor without written permission from the HCMA Executive Officer or his or her designee.



**EXHIBIT IV**  
**LAKE ST. CLAIR METROPARK EQUIPMENT**

It is understood by the Parties that the following equipment purchased by Contractor for the Services to be provided in this Contract shall be retained by HCMA at the expiration of this Contract or expiration of any extension of this Contract:

1. Ice Machine Serial No 1101220586 with 710 lb. bin capacity and bin adaptor.
2. Economy Fryer, Gas 5730040D
3. Griddle, countertop, Gas 6990636T
4. Hotplate, counter unit, Gas 699-606HF
5. Slicer, Heavy Duty 12" 87340849
6. Worktable 36" x 96" w/sink Table top Food Bar 3 (4 units) (Deli Sandwich case)
7. Worktable 30"x 60"
8. Casters and Equipment stands are included with most units





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: George Phifer, Director  
 Subject: Update – Purchases over \$10,000  
 Date: October 6, 2016

## 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 Director Phifer 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>
Fondriest Environmental	Data Collecting Equipment, Heart Lab Lake St. Clair Metropark	\$17,015.00





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Engineering  
 Project No: 512-16-234  
 Project Title: Bids – Golf Starter Building to Golf Maintenance Building Communication Line  
 Project Type: Capital Improvement  
 Location: Lake Erie Metropark, Wayne County  
 Date: October 6, 2016

Bids Received: September 22, 2016

### Action Requested: Motion to Approve

That the Board of Commissioners award Contract No. 512-16-234 to the low responsive, responsible bidder, Western Tel-Com, Inc. in the amount of \$19,245 as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Fiscal Impact:** This project is \$6,755 under budget.

**Scope of Work:** The project includes furnishing and installing approximately 1,010 lineal-feet of underground communication cable, placement of cabling within buildings, 455 lineal-feet of directional boring, including all labor, equipment, materials and related work.

**Background:** The maintenance building has experienced issues with connectivity to the internal servers. This affects the centralized maintenance computerized system and phone service to the facility.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Western Tel-Com, Inc.	Livonia	\$19,245.00
J. Ranck Electric, Inc.	Mt. Pleasant	\$28,515.00
Amcomm Telecommunications, Inc.	Belleville	\$34,900.00
Corby Energy	Belleville	\$39,975.00
Budget Amount for Contract Services and Administration		\$26,000.00
Work Order Amount		
Contract Amount- Western Tel-Com, Inc.		\$19,245.00
Contract Administration		<u>\$ 3,000.00</u>
Total Proposed Work Order Amount (Rounded)		\$22,245.00

*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.*



# Golf Starter to Golf Maintenance Communication Line Lake Erie Metropark

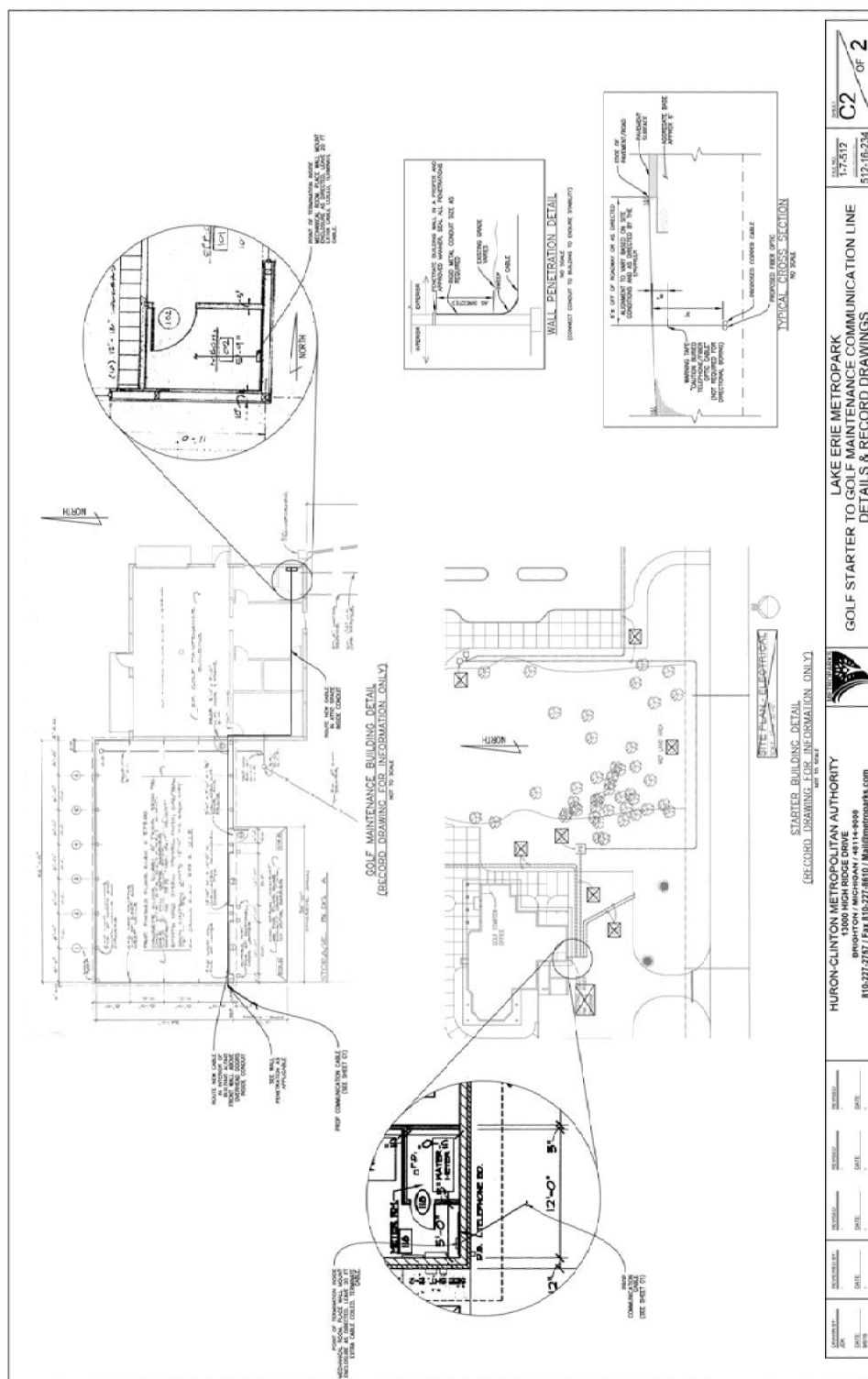


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# Golf Starter to Golf Maintenance Communication Line Lake Erie Metropark





**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: George Phifer, Director  
Subject: Approval – 2017 Metroparks Employee Recognition Dinner Subsidy  
Date: October 6, 2016

**Action Requested: Motion to Approve**

That the Board of Commissioners' approve a subsidy not to exceed \$8,000 for the 2017 Employee Recognition Dinner as recommended by Director Phifer and staff.

**Fiscal Impact:** The \$8,000 cost subsidy is incorporated into the recommended 2017 annual budget.

**Background:** In accordance with Employee Association contracts, an annual Award and Recognition dinner is held each year to honor new employees, retirees and current employees for their performance and dedication with the Metroparks contributing up to a maximum of \$8,000 toward the cost of the event.

The 2017 Awards and Recognition dinner will be held April 8, 2017 at the San Marino club in Troy.





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: George Phifer, Director  
Subject: Approval – 2017 Board of Commissioners' Proposed Meeting Schedule  
Date: October 6, 2016

**Action Requested: Motion to Approve**

That the Board of Commissioners' approve the 2017 Board of Commissioners meeting schedule as recommended by Director Phifer and staff.

**Background:** The proposed 2017 Board of Commissioners' meeting schedule is attached for review. All meeting dates are scheduled for the second Thursday of each month.

**Attachment: 2017 Proposed Board of Commissioners Meeting Schedule**



**HURON-CLINTON METROPARKS  
2017 PROPOSED BOARD OF COMMISSIONERS' MEETING SCHEDULE**

Date	Site	Time	Location/Comments
Jan. 12	<b>Administrative Offices</b> 13000 High Ridge Drive Brighton, MI 48114	10:30 am	Administrative Office Board Room
Feb. 9	<b>Administrative Offices</b> 13000 High Ridge Drive Brighton, MI 48114	9:00 am	<i>Pension and Health Care Trust Meetings</i>
		10:30 am	Administrative Office Board Room
Mar. 9	<b>Wolcott Mill Metropark</b> 20505 29 Mile Road Ray, MI 48096	10:30 am	Camp Rotary
Apr. 13	<b>Indian Springs Metropark</b> 5175 Indian Trail White Lake, MI 48386	10:30 am	Environmental Discovery Center
May 11	<b>Willow Metropark</b> 23200 S. Huron Road New Boston, MI 48164	9:00 am	<i>Pension and Health Care Trust Meetings</i>
		10:30 am	Pool Food Bar Area
June 8	<b>Stony Creek Metropark</b> 4300 Main Park Road Shelby Township, MI 48316	10:30 am	Nature Center
July 13	<b>Oakwoods Metropark</b> 32911 Willow Road New Boston, MI 48164	10:30 am	Nature Center
Aug. 10	<b>Lake St. Clair Metropark</b> 31300 Metro Parkway Mt. Clemens, MI 48046	9:00 am	<i>Pension and Health Care Trust Meetings</i>
		10:30 am	Thomas Welsh Activity Center
Sept. 14	<b>Lake Erie Metropark</b> 32481 West Jefferson Brownstown, MI 48173	10:30 am	Pool Food Bar Area
Oct. 12	<b>Hudson Mills Metropark</b> 8801 North Territorial Road Dexter, MI 48130	10:30 am	Activity Center / Park Office
Nov. 19	<b>Administrative Office</b> 13000 High Ridge Drive Brighton, MI 48114	9:00 am	<i>Pension and Health Care Trust Meetings</i>
		10:30 am	Administrative Office Board Room
Dec. 14	<b>Administrative Office</b> 13000 High Ridge Drive Brighton, MI 48114	10:30 am	Administrative Office Board Room

*MRPA Annual Conference: Jan. 31 – Feb. 3 (Amway Grand Hotel and DeVos Place in Grand Rapids)*

*NRPA Annual Conference: Sept. 26 – 28 (New Orleans, LA)*







## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: George Phifer, Director  
Subject: Update – 2017 Fireworks Schedule  
Date: October 6, 2016

### **Action Requested: Motion to Receive and File**

That the Board of Commissioners' receive and file the update on the 2017 fireworks schedule as recommended by Director Phifer and staff.

**Background:** Fireworks displays will be held on the following dates in 2017:

- Friday, June 23 – Stony Creek
- Saturday, June 24 – Kensington
- Sunday, June 25 – Lake Erie
- Wednesday, June 28 – Hudson Mills
- Thursday, June 29 – Indian Springs
- Friday, June 30 – Lake St. Clair
- Saturday, July 1 - Willow





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Jennifer Hollenbeck, Interpretive Services Manager  
Subject: Approval – Amended Go Ape Contract  
Date: October 6, 2016

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

That the Board of Commissioners' approve the Amended GoApe Adventures Services Contract as recommended by Interpretive Services Manager Jennifer Hollenbeck and staff.

**Fiscal Impact:** Go Ape compensated the Metropark \$12,000 for the contract delay, which was the year one minimum payment.

**Background:** An agreement between Huron-Clinton Metroparks and GoApe was approved at the Feb. 12, 2016 Board meeting to design, build, and operate its Treetop Adventure Course at Stony Creek Metropark. Due to unforeseen issues on GoApe's end, the course needed to be built in the fall of 2016 rather than the spring. As a result of this delay, an amendment to the contract is needed.

This amendment addresses the compensation and pricing, term, termination, notice and amendments, insurance, scope of services and course technology. The two items that affect each of these areas are the following:

1. Year 1 of the contract is 2017, which will be the first operational year.
2. The belay system will be Eldered system (smart belay); if one carabiner is open, the other carabiner realizes this, and when being utilized properly, will not open until the other carabiner is clipped and closed on the safety cable. Only then, using the accepted utilization methods, can the other carabiner be unclipped. An accidental complete unclipping is, under proper product usage, virtually impossible.

Miller Canfield has reviewed the amended contract.

**Attachment: First Amendment to the GoApe Services Agreement**



**FIRST AMENDMENT TO THE SERVICES AGREEMENT BETWEEN  
HURON-CLINTON METROPOLITAN AUTHORITY AND GO APE STONY CREEK, GO APE**

This First Amendment to the Services Agreement between Huron-Clinton Metropolitan Authority and Go Ape Stony Creek (the "Amendment") dated October 13, 2016 is entered into by and between Huron-Clinton Metropolitan Authority ("HCMA") and Go Ape Stony Creek LLC ("Go Ape").

WHEREAS, HCMA and Go Ape entered into a Services Agreement (the "Agreement"), and attached hereto as Exhibit A; and

WHEREAS, HCMA and Go Ape desire to amend the Agreement to reflect certain changed conditions and new understandings between the Parties as set forth below:

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. The Scope of Contractor's Services, as referenced in Section 2 of the Agreement, shall be amended so as to allow Go Ape to design, build, and operate its Treetop Adventure Course as generally described in this Section, Exhibits B, C, and D, and in accordance with the First Amendment to the Services Agreement between Huron-Clinton Metropolitan Authority and Go Ape Stony Creek LLC.
2. "Section 3a. - Compensation and Pricing" of the Agreement shall be amended to reflect the extension of the opening day of the course until April 2017. As a result, the compensation paid to HCMA in 2017 and thereafter will reflect the first operational year in 2017. Therefore, Year 1 in Table 1 of the Agreement shall be defined as 2017, Year 2 defined as 2018, and Year 3 as 2019.

Paragraph 2 of Section 3a. shall be deleted in full.

Paragraph 3 of Section 3a. shall be amended and replaced as follows:

"For the avoidance of doubt, the Minimum Payment to HCMA for Option A shall be as follows: Year 1 (2017) = \$12,000, Year 2 (2018) = \$17,500, Years 3 to Agreement expiration = \$20,000; and the Minimum Payment to HCMA for Option B shall be as follows: Year 1 (2017) = Zero (as two parks will not be operated in Year 1), Year 2 (2018) = \$17,500 per Park, Years 3 to Agreement expiration = \$20,000 per Park."

3. "Section 4a. - Term, Termination, Notice and Amendments" of the Agreement shall be amended to extend the time period for Go Ape to obtain all licenses and permits or authorizations required for Go Ape's use of the Facilities. It is now, therefore, agreed that in the event that Go Ape is unable to obtain all licenses and permits or authorizations required for Go Ape's use of the Facilities by September 30, 2016, despite diligently pursuing the procurement of such licenses, permits or authorizations, then either Party may terminate this Agreement and shall have no further liability hereunder; provided that, if HCMA elects to terminate under this provision, Go Ape shall have until October 30, 2016 to procure the necessary licenses, permits or authorizations, in which case, the termination by HCMA shall be null and void and of no force and effect. HCMA shall reasonably assist Go Ape with contacting the correct licensing and permitting authorities for the required licenses and permits.

4. "Section 4b. – Termination" of the Agreement shall be amended as follows: the first sentence of this section shall now state: "Commencing on December 31, 2021, either Party may terminate this Agreement at any time during the term or any extension thereof, upon one (1) year advance written notice to the other Party, for any reason or no reason at all, without incurring any obligation, penalty or damages of any kind; provided that, if HCMA terminates the Agreement without cause, it shall not use the Park for a Treetop Adventure course through what would have been the expiration date of the Agreement and shall not permit such use at the Park through what would have been the expiration date of the Agreement." All other portions of Section 4b shall remain the same.
5. "Section 6a.iv. – Insurance" of the Agreement shall be amended as follows: the second sentence of this section shall now state: "Certificates of Insurance and insurance binders must be provided to HCMA Purchasing Department no later than ten (10) days prior to: (a) the commencement of the 2017 Course Season and (b) the expiration or termination of the current certificate."
6. "Exhibit B – Scope of Services" of the Agreement shall be amended to reflect the change in the safety system to be utilized on the course to Elderid in replacement of the Continuous Belay system.
7. "Exhibit D – Go Ape Proposal, Proposal Summary" of the Agreement shall be amended to reflect an opening date of the Treetop Adventure Course at Stony Creek MetroPark of April 2017. Further, the decision point for determining whether to build at Kensington MetroPark will occur after the first operational year at Stony Creek Metropark.
8. "Exhibit D – Go Ape Proposal, Course Technology" of the Agreement shall be amended to indicate that the course will utilize an easy to use Elderid system that ensures participants are always safe while on the course in replacement of the continuous belay system.
9. "Exhibit D – Go Ape Proposal, Future Products and Services" of the Agreement shall be amended to require the decision to build and operate at Kensington Park shall be made after an assessment of the first operational year at Stony Creek MetroPark.
10. "Exhibit D – Go Ape Proposal, Milestones" of the Agreement shall be amended to reflect the agreed upon changes to the build start date and opening date of the course at Stony Creek Metropark. The Proposed Schedule shall be deleted and replaced with the following:

ACTIVITIES	DESCRIPTION	LENGTH (DAYS)	CALENDAR
Independent Tree Inspection	Tree inspection prior to development.	1 day	7/26/2016
Treetop Adventure Course Development	Install all platforms, obstacles, course ziplines and accompanying infrastructure.	28 days	8/22/2016 – 10/2/2016
Marketing	Upon signing of the Management Services Agreement, marketing activities will commence via; radio, social media, PR, etc. Brochures and advertising designs will be created and manufactured. Marketing activities will be approved by HCMA.	120 days	1/4/2017 – 5/4/2017
Inspections and Engineering Review	Conduct independent inspections of the course against ACCT or ANSI/PRCA standard.	7 days	10/2/2016 – 10/9/2016
Staffing and Training	Hire all operations staff and provide mandatory two week safety training to all.	60 days	2/1/2017 – 4/1/2017
Opening	Open Go Ape to the public.	1 day	4/16/2017

11. Miscellaneous

- a. This Amendment, when executed by the parties, shall be effective as of the date stated above. The Agreement, as modified by this Amendment, fully and completely expresses the agreement of the Parties with respect to the project and shall not be further modified or amended except by written agreement by each of the parties hereto.
- b. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one instrument.
- c. Except as amended and/or modified by this Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect. Whether or not specifically amended by this Amendment, all of the terms and provisions of the Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment.
- d. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, then the terms and conditions of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have executed this Amendment, effective as of the date indicated above.

**ON BEHALF OF CONTRACTOR**

GO APE STONY CREEK LLC, doing business as GO APE

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

**ON BEHALF OF HURON-CLINTON METROPOLITAN AUTHORITY**

BY: \_\_\_\_\_  
John Hertel, Chairperson

DATE: \_\_\_\_\_  
October 13, 2016

BY: \_\_\_\_\_  
Jaye Quadrozzi, Secretary

DATE: \_\_\_\_\_  
October 13, 2016

**APPROVED AS TO SCOPE OF CONTRACTOR SERVICES**

BY: \_\_\_\_\_  
Contract Administrator

DATE: \_\_\_\_\_  
October 13, 2016







## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Rebecca Franchock, Controller  
 Subject: Preliminary 2017 Budget Estimates  
 Date: October 6, 2016

### **Requested Action: Motion to Approve / Receive and File**

That the Board of Commissioners' (1) provide staff direction on the proposed 2017 Budget; and (2) receive and file the Preliminary 2017 Budget estimates as recommended by Controller Franchock and staff.

**Background:** At this time, I am presenting information on the preliminary 2017 Annual Budget for review. These numbers represent the 2017 budget requests as submitted by Park and Administrative staff.

During the month of October a committee consisting of the Director, Controller, Human Resources Manager and Chief Accountant will hold hearings with each Park District and Administrative Office Departments. Based on input from the Board and these hearings a Recommended Budget will be developed and brought to the Board at the Nov. 10, 2016 commission meeting.

### **Preliminary Total Expenditures - \$67 Million**

The 2017 Preliminary Budget Expenditures are up from the 2016 Initial Budget by \$12.5 million (24.8 percent). When compared to the 2016 estimated actual expenditure, the requested budget reflects an increase of nearly \$16.5 million (33 percent).

Capital Improvement Projects are budgeted at \$13.9 million, the largest increase of any category. This is \$6 million (86 percent) above the original 2016 budget and more than double the estimated 2016 expenditure amount. The 2017 budget includes \$10.3 million for 36 projects that have begun but are not anticipated to reach completion in 2016. In addition, there is \$1,114,000 funding for nine projects from the 2016 budget that will not begin until 2017.

Finally, \$2.6 million for 23 new projects that were not anticipated in the 2014 Board approved Five-Year-Plan are also included. New Projects include Baypoint Beach Building Removal/Redevelopment (\$500,000) and System-wide IT Infrastructure Connectivity Improvements (\$1,000,000). Re-budgeted and in-progress projects include grant funding for phase two Marsh Restoration at Lake St. Clair for \$678,000, wetland restoration of the Clinton River North Branch at Wolcott for \$30,000 and replacing boat launch piers at Stony Creek \$94,990.

Capital Equipment requests for 2017 remain at an elevated level, rising by 6.4 percent to \$3.4 million as the Metroparks replace several major equipment items including a front loader for the Natural Resources Crew (\$150,000), nearly \$800,000 of golf course equipment throughout the eight regulation courses, as well as a backhoe (\$125,000), grinder machine (\$115,000) and a dump truck (\$160,000).

2017 Park Operations expenditure requests (see [Schedule 5](#)) reflect a 9.9 percent increase from the initial 2016 budget, and a 9.1 percent increase when compared to the actual Projected 2016 expenditures.

2017 budget directions called for keeping 2016 part-time staffing levels stable anticipating a 4 percent wage increase. As submitted staffing levels appear to have increased pushing part-time wage costs up by 16 percent over the 2016-estimated expenditure.

The Administrative Office 2017 expenditure (see [Schedule 6](#)) requests reflect a planned increase of \$2.8 million over estimated 2016 results. A negotiated wage increase and the additional cost of filling vacant positions, the addition of several new positions as well as a change moving the cost of the Natural Resource Crew to the Administrative Office from the park accounts where the work is performed all contributed to the increase. Increases in operating supplies (up \$102,000) and employee development (up \$75,000) offset decreases in tools and equipment (down \$145,000) resulting in materials and services at the administrative office remaining flat at \$2.6 million from 2016 estimated amounts.

**Preliminary Total Revenue - \$50.5 Million**

Property Tax Revenue is expected to increase by more than \$200,000. Declining taxable property values in Macomb and Wayne counties offset growth in the remaining counties. This is a result of the impact of the personal property tax reform. Please see [Schedule 1](#) for more detail on the estimation of tax revenue at \$29.2 million.

Operational Park Revenue is detailed on [Schedule 2](#) at \$19.9 million. The Park Districts have projected most revenue sources very near the 2016 estimated level as 2017 fees and rates are expected to remain level.

Grant revenue is targeted to remain near the 2016 budget as the three grant projects originally planned for 2016 will carryover to 2017. Grant projects include: \$678,000 related to the Marsh Restoration Phase 2 grant from NOAA; \$94,990 related to the Stony Creek Boat Launch Pier Replacement; and \$30,000 to complete the Wetland restoration of the Clinton River North Branch at Wolcott.

Please refer to the “[Key Factors](#)” section to find more detail of revenue and expenditures.

**Attachments:**

1. **Detail of Preliminary 2017 Budgeted Revenue and Expenditures compared to 2016 Initial Budget, 2016 Estimated Revenue and Expenditures.**

[Schedule 1:](#) Tax Levy Revenue Computation

[Schedule 2:](#) Park Operating Revenue, 2017 Budgeted to 2016 Projected  
A: By Cost Center

[Schedule 3:](#) Capital Improvement Projects  
A: Rebudgeted projects from 2016  
B: Completion of Work in Progress Projects  
C: New Projects

[Schedule 4:](#) Major Maintenance Projects Summary and Detail  
A: Details

[Schedule 5:](#) Park Operating Expenses, 2017 Budgeted to 2016 Projected  
A: Park Operating Expenses by Account

[Schedule 6:](#) Administrative Comparison by Account

2. [Key Factors](#) – Brief overview of Revenue and Expenditures

**Huron-Clinton Metropolitan Authority  
2017 Budget**

	<b>2015 Actual</b>	<b>2016 Initial Budget</b>	<b>2016 Estimated</b>	<b>2017 Budget</b>
<b><u>Revenues</u></b>				
Taxes (Schedule 1)	\$ 28,503,130	\$ 29,021,860	\$ 29,132,372	\$ 29,232,724
Park Operations (Schedule 2)	18,071,961	18,945,354	19,768,070	19,851,314
Interest Income	344,745	225,000	175,000	150,000
Sale of Capital Assets	192,480	300,000	319,145	100,000
Grants	217,896	1,107,990	305,000	802,990
Gifts/Donations	158,946	330,000	8,010	330,000
Miscellaneous	987,949	11,000	252,382	22,375
<b>Total Budgeted Revenues</b>	<b>\$ 48,477,107</b>	<b>\$ 49,941,204</b>	<b>\$49,959,979</b>	<b>\$ 50,489,403</b>
<b><u>Expenditures</u></b>				
Capital Improvements (Schedule 3)	3,212,855	8,267,626	3,659,455	14,042,336
Equipment	1,370,379	3,208,800	3,230,096	3,414,100
Land Acquisition	177,591	-	8,657	-
Major Maintenance (Schedule 4)	1,786,273	3,538,620	2,788,883	4,063,500
Administrative Office (Schedule 5)	7,516,735	7,161,925	8,335,015	10,019,959
Park Operations (Schedule 6)	31,518,622	32,251,965	32,482,106	35,434,570
<b>Total Budgeted Expenditures</b>	<b>\$ 45,582,455</b>	<b>\$ 54,428,936</b>	<b>\$50,504,212</b>	<b>\$ 66,974,465</b>
<b>Budget Revenue over (under) Expenditures</b>	<b>2,894,652</b>	<b>(4,487,732)</b>	<b>(\$544,233)</b>	<b>(16,485,062)</b>
<b>Fund Balance at Beginning of Year</b>	<b>\$36,680,185</b>	<b>\$39,574,837</b>	<b>\$39,574,837</b>	<b>\$39,030,604</b>
<b>Fund Balance at End of Year</b>	<b>\$39,574,837</b>	<b>\$35,087,105</b>	<b>\$39,030,604</b>	<b>\$22,545,542</b>

**HURON CLINTON METROPARK AUTHORITY**  
**2016 TAX LEVY COMPUTATION-REVENUE**  
2017- [Schedule 1](#)

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COUNTY	TAX VALUES 2016	HCMA 1/4 MILL LEVY (.00025)	HCMA REDUCED TAX REVENUE (0.0002146)	EST. WRITE OFF DUE TO TAX NEGATIVE ADJUSTMENTS	HCMA EST. LEVY TO BE COLLECTED
LIVINGSTON	\$8,193,575,309	\$2,048,394	\$1,758,341	-\$30,000	\$1,728,341
MACOMB	\$25,240,765,261	\$6,310,191	\$5,416,668	-\$20,000	\$5,396,668
OAKLAND	\$52,706,863,613	\$13,176,716	\$11,310,893	-\$300,000	\$11,010,893
WASHTENAW	\$15,251,978,252	\$3,812,995	\$3,273,075	-\$70,000	\$3,203,075
WAYNE	\$38,414,476,766	\$9,603,619	\$8,243,747	-\$350,000	\$7,893,747
<b>TOTAL</b>	<b>\$139,807,659,201</b>	<b>\$34,951,915</b>	<b>\$30,002,724</b>	<b>-\$770,000</b>	<b>\$29,232,724</b>

**Huron-Clinton Metropolitan Authority**  
**2017 Park Operating Revenue**  
**Schedule 2**

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	<b>2015</b>	<b>2016</b>	<b>2016</b>	<b>2017</b>
	<b>Actual</b>	<b>Initial</b>	<b>Estimated</b>	<b>Proposed</b>
		<b>Budget</b>	<b>Revenue</b>	<b>Budget</b>
Administrative Office	\$ 270,106	\$ 262,490	\$ 260,700	\$ 234,275
Lake St Clair	2,162,819	2,477,102	2,428,075	2,476,850
Kensington	4,019,627	4,090,696	4,381,132	4,232,974
Lower Huron	2,688,297	2,884,254	3,035,741	3,066,780
Hudson Mills	1,057,009	1,095,139	1,083,801	1,081,750
Stony Creek	3,594,249	3,949,373	4,141,561	4,250,982
Lake Erie	1,628,213	1,696,970	1,736,181	1,783,525
Wolcott Mill	644,537	550,178	609,292	648,600
Indian Springs	1,147,299	1,126,983	1,215,447	1,191,978
Huron Meadows	859,807	812,169	876,140	883,600
	<u>\$ 18,071,963</u>	<u>\$ 18,945,354</u>	<u>\$ 19,768,070</u>	<u>\$ 19,851,314</u>

**Huron-Clinton Metropolitan Authority**  
**2017 Park Operating Revenue by Cost Center**  
**Schedule 2 A**

	<b>2015</b>	<b>2016</b>	<b>2016</b>	<b>2017</b>
	<b>Actual</b>	<b>Initial Budget*</b>	<b>Estimated Revenue</b>	<b>Proposed Budget</b>
Outside Lease/Rental	\$ 131,640	\$ 131,895	\$ 130,700	\$ 130,675
Pool	605,034	632,050	647,288	661,900
Waterpark	919,540	905,000	960,700	934,000
Spray Zone	249,208	237,000	273,000	245,000
Ripslide	173,072	210,000	203,143	185,000
Beach	63,398	69,000	71,706	69,900
Dockage/Boat Storage	383,575	408,200	365,075	398,050
Boat Rental	460,095	481,100	474,030	478,930
Excursion Boat	44,102	48,750	7,000	50,000
Plaza Concession	-	-	5,200	5,200
Cross-Country Skiing	66,235	69,950	26,988	55,100
Tolling	7,471,802	8,299,117	8,976,550	8,906,790
Family Camping	48,355	49,100	46,111	47,550
Group Camping	27,729	22,140	23,636	24,352
Activity Center Rental	210,988	202,700	229,365	217,500
Mobile Stage	16,300	20,200	17,750	16,000
Shelter Reservations	373,751	386,525	378,457	379,900
Golf Course	5,254,120	5,207,500	5,495,422	5,528,800
Par 3/Foot Golf	91,439	96,950	94,420	96,050
Disc/Adventure Golf	221,341	219,736	196,422	202,367
Adventure Course	-	-	12,000	12,000
Trackless Train	11,998	12,000	8,600	10,000
Special Events	160,362	312,420	244,347	226,600
Interpretive/Mill	281,857	190,690	167,567	215,477
Farm Learning Center	325,021	301,540	326,566	336,800
Mobile Learning Center	23,794	40,000	20,819	35,500
Environmental Discover Center	116,538	89,971	105,407	108,378
General*	133,957	101,125	77,366	72,800
Joint Governmental Maintenance	206,713	200,695	182,435	200,695
	<u>\$ 18,071,964</u>	<u>\$ 18,945,354</u>	<u>\$ 19,768,070</u>	<u>\$ 19,851,314</u>

\* The Initial 2015 Budget was developed prior to converting the chart of accounts. Several Categories of revenue were tracked differently, such as food and beverage service, interpretive, locker, sundries and some bathhouse/pool revenues. The 2015 amounts are included in General.

**HURON-CLINTON METROPOLITAN AUTHORITY**  
**Preliminary 2017 Budget Estimates**  
**Capital Improvement Projects**  
**Schedule 3**

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	<b>2016 Rebudgeted Projects (9) (Schedule A)</b>	<b>2017 New Projects (23) (Schedule C)</b>	<b>2016 In Progress Projects (36) (Schedule B)</b>	<b>2017 Total Projects (68)</b>
Lake St. Clair	\$738,000	\$275,000	\$2,152,400	\$3,165,400
Kensington	60,000	25,000	4,150,000	4,235,000
Lower Huron	120,000	130,000	419,796	669,796
Hudson Mills	-	15,000	73,000	88,000
Stony Creek	50,000	771,000	2,551,600	3,372,600
Lake Erie	26,000	141,000	277,140	444,140
Wolcott Mill	100,000	115,000	100,000	315,000
Indian Springs	20,000	95,000	57,400	172,400
Huron Meadows	-	-	0	
Administration Office	-	1,000,000	500,000	1,500,000
<b>Totals</b>	<b>\$1,114,000</b>	<b>\$2,567,000</b>	<b>\$10,281,336</b>	<b>\$13,962,336</b>

**HURON-CLINTON METROPOLITAN AUTHORITY**  
**Preliminary 2017 Budget - Capital Improvement Projects**  
**Projects Rebudgeted from 2016 (9)**  
**Schedule 3-A**

<u>PROJECT</u>	<u>AMOUNT</u>	<u>REMARKS</u>
<b><u>LAKE ST. CLAIR</u></b>		
1. Marsh Restoration Phase II	678,000	This project continues the award winning work begun improving riparian functionality of the Marsh at Lake St.Clair. It is grant funded.
2. Trail Resurfacing	60,000	This project replaces decomposing wood chips on nature trails with aggregate to ensure improved footing and drainage.
<b><u>KENSINGTON</u></b>		
1. Internet Connectivity between Farm Center and Farm Center Grille	60,000	This project works to find a solution for internet connectivity to the self-operated Farm Center Grille.
<b><u>LOWER HURON/ WILLOW/ OAKWOODS</u></b>		
1. Park Office Redevelopment - Design Services	60,000	This project begins the design for replacing and relocating a new park office at Lower Huron.
2. Renovation of Willow Food Bar and Bathhouse - Design Services	60,000	This project begins the design process needed to renovate the Willow Pool Food Bar and Bathhouse.
<b><u>STONY CREEK</u></b>		
1. Internet Connectivity between Baypoint and Eastwood Beaches	50,000	This project works to find a solution for internet connectivity to the western side of Stony Creek Lake.
<b><u>LAKE ERIE</u></b>		
1. Internet Connectivity between Park Office and Boat Launch Facility	26,000	This project works to find a solution for internet connectivity to the Boat Launch Facility at Lake Erie
<b><u>WOLCOTT MILL</u></b>		
1. Gravel Wagon Trail from Farm to Mill	100,000	Develop a gravel wagon trail from Farm Center to Mill Historic Site to facilitate broader use of both facilities by the public
<b><u>INDIAN SPRINGS</u></b>		
1. Schmitt Lake Trail Access Gravel Parking Lot	20,000	This project develops a new gravel parking lot improving public access to trails on the property surrounding Schmitt Lake.
<b>TOTAL PROJECTS REBUDGETED FROM 2016 (9)</b>	<b>\$1,114,000</b>	



**HURON-CLINTON METROPOLITAN AUTHORITY**  
**Preliminary 2017 Budget - Capital Improvement Projects**  
**2016 Work In Progress Projects (36)**  
**Schedule 3-B**

<u>PROJECT</u>	<u>AMOUNT</u>	<u>REMARKS</u>
<b><u>LAKE ST. CLAIR</u></b>		
1 West beachfront & playground redevelopment - Design	\$3,000	The existing play structures are aged and do not meet current playground standards. This update incorporates and connects the day sail, food bar and beachfront.
2 Projection Screen - Welsh Activity Center	35,000	Provide a projection screen for public presentations
3 DTE Power Supply Project	265,000	Improve the access route for utilities reducing power outages and improving DTE response.
4 East Boardwalk Deck & Railing Replacement	500,000	Replace the aging Boardwalk and railing in the eastern half of Lake St. Clair Metropark.
5 Internet Connectivity - Nature Center to Warehouse	45,000	Improve the internet connectivity to support efficient use of data
6 Pool Drain & Backwash System Discharge Modifications	104,400	Complete the important improvements to the pool drainage system
7 West beachfront & playground redevelopment - Construction	1,200,000	The existing play structures are aged and do not meet current playground standards. This update incorporates and connects the day sail, food bar and beachfront.
<b><u>KENSINGTON</u></b>		
1 Shoreline Rip Rap along Route 5	50,000	Completion of Rip Rap replacement
2 Vault Latrine Replacements at 5 locations	100,000	Installation of pre-fabricated, modern vault latrines to areas without utilities
3 Road Reconstruction	10,000	Reconstruction of additional section of roadway
4 Building Renovations & Site Improvements at Maple Beach	500,000	Removal of existing structure, reducing maintenance costs and improving public facilities
5 Ease Hike-Bike Trail Wall Replacement	230,000	Removal and replacement of failing retaining wall
6 East Boat Launch Ramp/Pier Replacement	260,000	The current facilities launch slope is inadequate to launch watercraft. It is also not ADA compliant. This project will address both issues.
7 Park Office Redevelopment	2,500,000	Construction of replacement park office to address maintenance and ADA issues
8 Tollbooth Installation for Buno Road Entrances	500,000	Additional tollbooth to address traffic patterns and improve revenue collections
<b><u>LOWER HURON</u></b>		
1 Washago Dam Improvements - Design	30,896	Address safety concerns
2 Tennis Court Reconstruction	73,000	Improve public facilities
3 Vault Latrine Replacements at 3 locations	60,000	Installation of pre-fabricated, modern vault latrines to areas without utilities
4 Replacement of Underground Storage Tank with Above Ground Storage Tank	105,900	Continue the planned replacement of all USTs with ASTs
5 Replacement of Underground Storage Tank with Above Ground Storage Tank - Golf Course	150,000	Continue the planned replacement of all USTs with ASTs

**HURON-CLINTON METROPOLITAN AUTHORITY**  
**Preliminary 2017 Budget - Capital Improvement Projects**  
**2016 Work In Progress Projects (36)**  
**Schedule 3-B**

<u>PROJECT</u>	<u>AMOUNT</u>	<u>REMARKS</u>
<b><u>HUDSON MILLS</u></b>		
1 Tennis Court Reconstruction	73,000	Improve public facilities
<b><u>STONY CREEK</u></b>		
1 26 Mile Bridge Work - Design	36,000	Continue the design process for review of the 26 Mile Road Bridge
2 Boat Launch Site Redevelopment - Design	25,000	Continue the design process for review of the 26 Mile Road Bridge
3 Vault Latrine Replacements at 3 locations	60,000	Installation of pre-fabricated, modern vault latrines to areas without utilities
4 Golf Course Cart Path Resurfacing	385,600	Complete the replacement of failing golf cart paths throughout golf course
5 Boat Launch Redevelopment Project - Construction	2,000,000	Develop improved amenities for public
6 Boat Rental Area Redevelopment - Design	45,000	Develop improved amenities for public
<b><u>LAKE ERIE</u></b>		
1 Pool Drain Modifications - Design	1,320	This is a regulatory item required by the State of Michigan.
2 Pool Drain System Modifications	175,820	This is a regulatory item required by the State of Michigan.
3 Construct Splash Pad at Wave Pool	100,000	Update facility to provide public improved activities
<b><u>WOLCOTT MILL</u></b>		
1 Dairy Facility Replacement - Farm Center	70,000	Replace aging dairy facility to improve farm interpretation for public
2 Wetland Restoration	30,000	This project will restore the native habitat of this vital ecosystem.
<b><u>INDIAN SPRINGS</u></b>		
1 Schmitt Lake Trail Development and Boardwalk	17,400	This project will allow increased public use and access to the Schmitt Lake area.
2 Vault Latrine Replacements at 1 locations	20,000	Installation of pre-fabricated, modern vault latrines to areas without utilities
3 Internet Connectivity between Golf Course and Environmental Discovery Center	20,000	Improve internet connectivity in order to improve efficient use of data
<b><u>ADMINISTRATIVE OFFICE</u></b>		
1 Administrative Office building replacement - Design/Site Improvements	500,000	Continue the exploration of relocating the administrative office building to the Grand River site
<b>TOTAL 2016 WORK IN PROGRESS PROJECTS (36)</b>	<b>\$10,281,336</b>	

**HURON-CLINTON METROPOLITAN AUTHORITY**  
**Preliminary 2017 Budget - Capital Improvement Projects**  
**2017 New Projects (23)**  
**Schedule 3-C**

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<u>PROJECT</u>	<u>AMOUNT</u>	<u>REMARKS</u>
<b><u>LAKE ST. CLAIR</u></b>		
1 Three Picnic Shelters	\$ 250,000	Additional shelters for this popular area.
2 North Marsh/Macomber Fencing	25,000	Fencing to clarify boundaries.
<b><u>KENSINGTON</u></b>		
1 Replace Fitness Trail Equipment and Signage	25,000	Replaces several outdated fitness stations originally funded by the Bailey Family.
<b><u>LOWER HURON/WILLOW</u></b>		
1 ADA Accessibility Improvements at Flintwoods and Fox Meadows Picnic areas	30,000	Improve ADA accessibility at two shelters, Flintwoods and Fox Meadows.
2 Construct Salt Storage Building at Lower Huron Service Yard	80,000	Provide proper environmental protection from salt run-off and secure product on site.
3 Habitat Restoration at Oakwoods Metropark	20,000	Continued improvement of habitat in this environmentally sensitive area.
<b><u>HUDSON MILLS</u></b>		
1 Habitat Restoration - West Side Trail	15,000	This trail which winds through some of the most scenic areas along the Huron River. This trail is also a component of the state-wide Iron Belle Trail.
<b><u>STONY CREEK</u></b>		
1 Baypoint Beach Building Removal/ Redevelopment	500,000	This project will remove an obsolete structure with substantial maintenance issues are replace it with a useful rental shelter and associated comfort station.
2 Paddleboard Building	25,000	Provide a structure to improve the efficiency of the current paddleboard rental process.
3 Eastwood Beach Food Service Building Redevelopment - Design Services	80,000	This project begins the design process for redevelopment of the Eastwood Beach Food Service Building
4 Install Fuelmaster System at Service Yard	16,000	This project improves efficiency and security related to management of fuel.
5 Replace Fitness Trail Equipment and Signage	25,000	Replacement of an existing outdated trail fitness system
6 Toll Booth and Traffic Counter	65,000	Replacement of an outdated Toll Booth structure
7 Sewer Line at Baypoint Beach Redevelopment - Design Services	60,000	This project begins the design process for redevelopment of the Baypoint Beach Sewer Line

**HURON-CLINTON METROPOLITAN AUTHORITY**  
**Preliminary 2017 Budget - Capital Improvement Projects**  
**2017 New Projects (23)**  
**Schedule 3-C**

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<u>PROJECT</u>	<u>AMOUNT</u>	<u>REMARKS</u>
<b><u>LAKE ERIE</u></b>		
1 Carpenter Shop Redevelopment - Design Service	50,000	This project begins the design process for the redevelopment of the existing carpenter shop.
2 Golf Course Pump House Replacement - Design Service	65,000	This project begins the design process for the replacement of the existing golf course pump house.
3 Habitat Restoration	10,000	This project continues the habitat restoration work at Lake Erie Metropark
4 Install Fuelmaster System at Service Yard	16,000	This project improves efficiency and security related to management of fuel.
<b><u>WOLCOTT MILL</u></b>		
1 Farmland Restoration	30,000	This project continues the conversion of farmland to natural areas improving the watershed environment
2 Playground redevelopment at Farm Center	85,000	Replace dated structures improving public usage
<b><u>INDIAN SPRINGS</u></b>		
1 Habitat Restoration	20,000	This project continues the habitat restoration work at Indian Springs
2 Perimeter fencing surrounding the Schmitt Lake Property	75,000	Fencing to clarify boundaries.
<b><u>ADMINISTRATION OFFICE</u></b>		
1. System-wide IT Infrastructure Connectivity Improvements	1,000,000	This project is designed to address multiple IT connectivity issues throughout the Metroparks
<b>TOTAL 2017 NEW PROJECTS (23)</b>	<b><u>\$2,567,000</u></b>	

**HURON-CLINTON METROPOLITAN AUTHORITY**  
**Preliminary 2017 Budget Estimates**  
**Major Maintenance Projects**  
**Schedule 4**

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	<u>2016 Budget (56)</u>	<u>2017 Budget (101)</u>
Lake St Clair	\$705,000	\$879,000
Kensington	562,600	326,000
Lower Huron	316,000	983,000
Hudson Mills	185,000	194,000
Stony Creek	531,000	959,000
Lake Erie	69,000	356,000
Wolcott Mill	201,000	118,000
Indian Springs	238,000	197,000
Huron Meadows	72,000	51,500
Engineering/General Planning	657,383	-
	<hr/>	<hr/>
Total Major Maintenance Projects	<u><u>\$3,536,983</u></u>	<u><u>\$4,063,500</u></u>

**HURON-CLINTON METROPOLITAN AUTHORITY**  
**Preliminary 2017 Budget Estimates**  
**Significant Major Maintenance Projects**  
**Schedule 4-a**

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**LAKE ST. CLAIR (19)**

1	Caulk/Paint for Shelters, Buildings, Tollbooths	\$30,000	
2	Comfort Station Renovations - Bathhouse	80,000	
3	Comfort Station Renovations - North Marina	60,000	
4	Comfort Station Renovations - Point	60,000	
5	Comfort Station Renovations - West Playfield	40,000	
6	General Aquatic Repairs	32,000	
7	General Repairs	30,000	
8	Pool Deck Repairs	250,000	
9	Repair Stonework at Access Points - East Boardwalk	50,000	
10	Repair Oil Shed Roof - Service Yard	35,000	
11	Repair Thomas Welsh Activity Center Roof	45,000	
12	Replace Concrete - Food Bar	40,000	
13	Vegetation Management	30,000	
14	Other projects under \$30,000	<u>97,000</u>	\$879,000

**KENSINGTON (13)**

1	Caulk/Paint for Shelters, Buildings, Tollbooths	\$30,000	
2	Decking Repairs Boardwalk - I-96	60,000	
3	General Repairs	30,000	
4	Vegetation Management	45,000	
5	Vinyl Soffits - Nature Center	30,000	
6	Other projects under \$30,000	<u>131,000</u>	\$326,000

**LOWER HURON (19)**

1	Comfort Station Renovations - Willow Pool/Bathhouse	\$500,000	
2	Comfort Station Renovations - Turtle Cove	60,000	
3	General Repairs - Lower Huron	77,000	
4	General Repairs - Willow	30,000	
5	Road/Path Striping - Willow	30,000	
6	Vegetation Management - Lower Huron	35,000	
7	Vegetation Management - Oakwoods	30,000	
8	Vegetation Management - Willow	35,000	
9	Other projects under \$30,000	<u>186,000</u>	\$983,000

**HUDSON MILLS (9)**

1	General Repairs	\$30,000	
2	Sidewalk Repairs - Activity Center	30,000	
3	Replace Roof - Golf Starter Building	35,000	
4	Vegetation Management - Hudson Mills	35,000	
5	Other projects under \$30,000	<u>64,000</u>	\$194,000

**HURON-CLINTON METROPOLITAN AUTHORITY**  
**Preliminary 2017 Budget Estimates**  
**Significant Major Maintenance Projects**  
**Schedule 4-a**

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**STONY CREEK (13)**

1 Beach Sand Replenishment	\$84,000	
2 Bridge Work - 26 Mile Road	500,000	
3 Caulk/Paint for Shelters, Buildings, Tollbooths	30,000	
4 General Repairs	30,000	
5 Road/Path Striping	40,000	
6 Sanitary Sewer Rehabilitation	100,000	
7 Vegetation Management	45,000	
9 Other projects under \$30,000	<u>130,000</u>	\$959,000

**LAKE ERIE (11)**

1 Caulk/Paint for Shelters, Buildings, Tollbooths	\$30,000	
2 Comfort Station Renovations - Marina	30,000	
3 General Aquatic Repairs	71,000	
4 General Repairs	30,000	
5 Sidewalk Repairs - Parkwide	60,000	
6 Gate Replacement - Golf Course	30,000	
7 Vegetation Management	30,000	
8 Other projects under \$30,000	<u>75,000</u>	\$356,000

**WOLCOTT (8)**

1 General Repairs	\$30,000	
2 Other projects under \$30,000	<u>88,000</u>	\$118,000

**INDIAN SPRINGS (6)**

1 General Repairs	\$30,000	
2 Spray pad/squirt zone revisions	100,000	
3 Vegetation Management	35,000	
4 Other projects under \$30,000	<u>32,000</u>	\$197,000

**HURON MEADOWS (3)**

1 Vegetation Management	\$35,000	
2 Other projects under \$30,000	<u>16,500</u>	\$51,500

**TOTAL 2017 Major Maintenance Projects (101)**

\$4,063,500

**Huron-Clinton Metropolitan Authority**  
**Comparison of Park Operating Expense**  
**2017 - Schedule 5**

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	<b>2015 Actual</b>	<b>2016 Initial Budget</b>	<b>2016 Estimated Expenditures</b>	<b>2017 Proposed Budget</b>
Lake St. Clair	\$ 3,955,554	\$ 4,109,528	\$ 4,008,866	\$ 4,438,486
Kensington	6,487,747	6,504,026	6,689,101	7,222,062
Lower Huron	5,954,585	6,202,473	6,210,083	6,733,488
Hudson Mills/ Dexter/ Delhi Metroparks	2,531,077	2,463,960	2,528,056	2,730,868
Stony Creek Metroparks	4,450,218	4,742,942	4,968,315	5,084,083
Lake Erie Metropark	3,366,875	3,456,570	3,402,528	3,858,691
Wolcott Metropark	1,645,858	1,706,316	1,772,478	1,927,320
Indian Springs Metropark	2,018,613	2,055,952	1,970,070	2,395,468
Huron Meadows Metropark	1,079,578	984,463	904,559	1,018,604
Administrative Office Park Operations	28,517	25,735	28,050	25,500
	<u><u>\$ 31,518,622</u></u>	<u><u>\$ 32,251,965</u></u>	<u><u>\$ 32,482,106</u></u>	<u><u>\$ 35,434,570</u></u>



**Huron-Clinton Metropolitan Authority**  
**Park Operations Comparison by Account Type**  
**2017 - Schedule 5-A**

	<b>2015 Actual</b>	<b>2016 Initial Budget</b>	<b>2016 Estimated</b>	<b>2017 Proposed Budget</b>
Full Time Wages	\$ 9,021,809	\$ 9,430,676	\$ 9,173,477	\$ 9,552,662
Full Time Overtime	291,504	185,084	296,366	259,171
Full Time Benefits Paid To Employees	688,862	566,098	550,626	598,116
Full Time Benefits Paid For Employees	7,108,226	5,865,816	5,685,905	6,202,361
Part Time Wages	5,760,654	7,117,677	7,150,293	8,297,005
Part Time Overtime	74,611	53,800	92,412	82,550
Part Time Benefits Paid To Employees	2,062	5,406	5,415	9,387
Part Time Benefits Paid For Employees	496,921	379,266	361,743	772,187
<b>Total Personnel Services</b>	<b>\$ 23,444,649</b>	<b>\$ 23,603,823</b>	<b>\$ 23,316,237</b>	<b>\$ 25,773,439</b>
Operating Supplies	617,962	622,116	1,736,595	1,610,064
Maintenance Materials	948,409	1,005,703	699	600
Tools/Equipment	904,510	967,801	1,019,685	1,211,244
Chemicals	396,364	458,600	441,359	483,900
Equipment Fuel/Mileage	502,866	668,762	461,536	506,550
Uniforms	94,498	87,743	105,075	102,720
Resale Merchandise	516,738	529,152	551,085	565,309
Professional Services	477,363	549,908	163	-
Outside Services	1,259,187	1,281,036	2,283,894	2,443,932
Insurances	546,934	599,003	525,378	609,995
Utilities	1,674,958	1,686,959	1,873,005	1,931,717
Rents/Leases	72,472	83,675	74,964	857,339
Postage/Shipping	5,839	6,220	8,471	8,400
Miscellaneous		1,000	-	200
Memberships	11,645	14,282	14,203	17,213
Employee Development	47,674	85,682	68,697	81,448
Over/Under	10,364	-	560	-
Inventory Gain/Loss on Adjustment	(13,808)	500	500	500
	<u>8,073,975</u>	<u>8,648,142</u>	<u>9,165,869</u>	<u>10,431,131</u>
<b>Total Administrative</b>	<b>\$ 31,518,624</b>	<b>\$ 32,251,965</b>	<b>\$ 32,482,106</b>	<b>\$ 36,204,570</b>

**Huron-Clinton Metropolitan Authority**  
**Administrative Office Comparison by Account Type**  
**2017 - Schedule 6**

	<b>2015 Actual</b>	<b>2016 Initial Budget</b>	<b>2016 Estimated</b>	<b>2017 Proposed Budget</b>
Full Time Wages	\$ 2,988,851	\$ 2,714,470	\$ 3,356,670	\$ 4,294,779
Full Time Overtime	7,969	4,599	6,122	5,975
Full Time Benefits Paid To Employees	163,349	136,329	168,930	226,130
Full Time Benefits Paid For Employees	1,830,288	1,409,700	1,746,858	2,340,455
Part Time Wages	282,934	599,356	429,978	474,080
Part Time Overtime	308	-	242	1,200
Part Time Benefits Paid For Employees	19,199	24,398	17,095	67,177
<b>Total Personnel Services</b>	<b>\$ 5,292,898</b>	<b>\$ 4,888,852</b>	<b>\$ 5,725,895</b>	<b>\$ 7,409,796</b>
Operating Supplies	339,130	499,001	579,501	682,200
Maintenance Materials	25,579	29,250	-	2,500
Tools/Equipment	126,248	134,450	271,821	125,958
Chemicals	4,031	4,000	2,607	4,150
Equipment Fuel/Mileage	39,485	67,408	54,985	72,680
Uniforms	4,405	5,500	6,933	7,652
Professional Services	1,235,851	917,580	300,000	348,500
Outside Services	127,839	118,131	881,580	836,975
Insurances	125,732	136,384	132,257	139,090
Utilities	75,704	96,660	99,200	99,866
Rents/Leases	28,740	30,320	66,000	81,210
Postage/Shipping	19,425	16,898	15,098	19,148
Miscellaneous	9,058	12,650	16,858	9,000
Memberships	18,238	25,870	27,167	30,900
Employee Development	44,372	178,971	155,109	150,334
	<b>2,223,837</b>	<b>2,273,073</b>	<b>2,609,116</b>	<b>2,610,163</b>
<b>Total Administrative</b>	<b>\$ 7,516,735</b>	<b>\$ 7,161,925</b>	<b>\$ 8,335,011</b>	<b>\$ 10,019,959</b>

## 2017 PRELIMINARY BUDGET ESTIMATES KEY FACTORS

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### REVENUE – \$50.5 Million

#### Tax Revenues – \$29,232,724

- Millage rate remains at .2146 mills for eleventh consecutive year.
- “Net” tax revenues estimated at \$29,232,724, see [Schedule 1](#), this is an increase of \$210,864 from the 2016 budgeted tax revenue of \$29,021,860.
- Taxable values decrease in two of the five counties. (This is the Macomb and Wayne)
- 2017 budgeted tax revenue reflects an anticipated increase of less than 1 percent in revenue. This amount is slightly below the estimated revenue in the last update of the Five-Year-Plan approved by the Board of Commissioners in 2014.

#### Park Operating Revenues – \$19,851,314

- 2017 Park Operating revenues are projected at \$19,851,839 – An increase of less than 1 percent over the 2016 Revenue Projections of \$19.7 million. (See [Schedule 2](#))
- 2017 Board approved fees remain at the 2016 rates.

#### Interest Income – \$150,000

- Interest rates continue to remain low.
- Investable balances will continue to decrease due to cumulative impact of tax revenue declines and increased expenditures addressing deferred major maintenance and capital improvement work.

#### Sale of Capital Assets – \$100,000

- 2017 Capital Equipment purchases remain high and should produce an equivalent amount of revenue from the sale of surplus equipment. The current budget estimate is conservative.
- This amount does not include any estimate of potential revenue relating to the sale of surplus golf carts.

#### Grants – \$1,107,990

- \$678,000 – Federal NOAA Grant Phase 2 Marsh Restoration at Lake St. Clair.
- \$94,990 – 50 percent reimbursement of a \$189,980 project Stony Creek Boat Launch Pier Replacement and redevelopment.
- \$30,000 – Wolcott Mill Wetland Restoration – Clinton River North Branch.

#### Donations - \$330,000

- It is anticipated that the fund development program initiated in 2014 will produce \$330,000 which was the original 2016 fund development budget. This is \$170,000 below the amount estimated in the 2014 Five-Year Plan. This may be overly optimistic given the current vacancy.

## 2017 PRELIMINARY BUDGET ESTIMATES

### KEY FACTORS

#### Page 2

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### EXPENDITURES-\$67.0 Million

#### Capital Improvements – \$14,042,336

- See [Schedule 3](#) and attached [Schedules A, B and C](#) for detail of the 68 capital improvement projects listed for 2017.
- Nine (9) projects are being re-budgeted from 2016 at a cost of \$954,000. Projects are detailed on [Schedule A](#).
- Thirty-six (36) projects that were begun in 2016 are anticipated to have additional work needed in 2017 for completion at a cost of \$10,281,336. These projects are detailed on [Schedule B](#).
- Twenty-Three (23) new projects are requested for funding at \$2,567,000. These projects are detailed on [Schedule C](#).

#### Equipment – \$3,414,100

- Major equipment purchases as requested have increased by more than \$200,000 (6 percent) from the original 2016 budget.
- \$125,000 for a backhoe, \$115,000 for a grinder machine and \$160,000 for a dump truck will be replacing spent equipment throughout the parks.
- \$150,000 is included to replace the Natural Resource Crew front loader.
- \$787,500 is planned to replace mowers, blowers and other golf course equipment at the Metroparks regulation courses.
- \$240,000 for seven police vehicles.
- Due to the increase in capitalization policy in 2015, replacement golf carts are not included in this area. These items are now included in the park operations expenditure totals.

#### Land Acquisition – \$0

- There is no funding included in this initial budget request.

#### Major Maintenance – \$3,536,983

- The number of projects as well as the cost of those projects has increase significantly in 2017 as compared to the 2016. Of the 101 projects planned for 2017 Projects, some of the more significant projects include: Renovations of the Lake St. Clair Pool Deck Repairs, Willow Pool Bathhouse, Stony Creek 26 Mile Road Bridgework, and Indian Springs Spray Pad Renovations. All projects are detailed on [Schedule 4](#).

#### Park Operations – \$35,434,570

- Total 2017 budgeted Park Operations is up nearly \$3.2 million (9.8 percent) from 2016 estimated expenditures of \$32,482,106. Please see [Schedule 5 and 6](#) for detail.
- Full-time wages are requested to increase by \$379,185 (4.1 percent) from the estimated 2016 total. This reflects the negotiated one percent wage increase agreed to in the employee bargaining agreements, and a full year of positions that were vacant for portions of 2016.

**2017 PRELIMINARY BUDGET ESTIMATES**  
**KEY FACTORS**  
**Page 3**

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- Part-time wages are projected to increase by over \$1,146,712 (16.0 percent). This is by far the largest increase of any category. This also reflects the third straight year of significant increases in this area. 2015 actual part time wages in operations totaled \$5,760,654. The estimated 2016 total is \$7,150,293 – a 24 percent increase from just two years earlier. Staff was given direction to keep part time hours stable. With part time rates increasing at only 4 percent there will need to be significant review of the submitted hours.
- Staff was directed to project wages based on hours budgeted in 2016 utilizing the 2017 rates and fringe benefits.
- Park Superintendents and Department Heads were also directed to keep non-wage accounts level increase by district or department. With the exception of replacement golf carts that were formerly charged to capital equipment (\$126,000). As submitted, the park, interpretive and police departments are showing an increase of \$495,262 (5.4 percent) in their non-wage accounts. Adjusted for the golf carts the submitted increase is \$369,262 or (4 percent) above the target.

**Administrative Office – \$10,019,959**

- Total 2017 requested Administrative Office expenditure budget represents a \$2.8 million increase from 2016 projected expenditures of \$8,335,015. Please see [Schedule 6](#) for detail.
- In 2017, the work of the Natural Resources Crew will no longer be charged where they work throughout the parks. Instead, this expense will be part of the Administrative Office Natural Resources department expenditures. This results in an increase of more than \$500,000.
- Increases due to several new positions from 2016 being filled for a full year in 2017 as well as the addition of several new full time positions.
- New and newly filled full time positions include: (1) Deputy Director (expected to be filled in fourth quarter 2016); (3) Chief Financial Officer (expected to be filled in fourth quarter 2016); (4) Fund Development Manager (expected to be filled in fourth quarter 2016); (5) HR Generalist (new for 2017); (6) Information Technology Manager (expected to be filled in fourth quarter 2016); (7) Golf Services Manager (new for 2017); and (8) a full year of the new full-time Receptionist position.
- The part time Golf Services Superintendent position has been eliminated. Part-time positions have been added in Media Specialist and Community Relations.
- Additional funding for Defined Benefit Pension and Retiree Health Care Trust for 2017 has been eliminated in the face of potential significant rate increases in group insurances.
- Tools and Equipment are projected to decrease by more than \$145,000 (54 percent) as the significant redesign and replacement of offices throughout the Administrative Office was completed in 2016.
- Employee Development is projected to increase by more than \$75,000 (70 percent).
- Professional Services are projected to increase by 16 percent from \$300,000 to \$348,000.



**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Nina Kelly, Manager of Planning  
Subject: Approval – Wolcott Mill Master Plan  
Date: October 6, 2016

**Action Requested: Motion to Approve**

That the Board of Commissioners' approve the 2016 Wolcott Mill Master Plan as recommended by Manager of Planning Nina Kelly and staff.

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

**Background:** At the Sept. 8, 2016 meeting, the Planning Department presented the draft Wolcott Mill Master Plan to the Board for review and comment. The draft was then posted to [www.metroparks.com/about-us/planning-department/](http://www.metroparks.com/about-us/planning-department/) through Sept. 30, 2016 for public review and comment.

Planning Department staff compiled comments 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:** Mike Brahm-Henkel, Manager of Engineering  
**Subject:** Approval – Building Demolition at Stony Creek and Kensington Metroparks  
**Location:** Stony Creek and Kensington Metroparks, Macomb and Oakland counties  
**Date:** October 6, 2016

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

That the Board of Commissioners' (1) approve the demolition of the buildings at Baypoint Beach located at Stony Creek Metropark and Maple Beach located at Kensington Metropark; and (2) authorize staff to proceed with the bid process as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Fiscal Impact:** This is an unbudgeted project for 2016. If approved, staff will be seeking bids for the demolition of the two buildings. Funding for these projects will be needed from Fund Balance.

**Background:** For many years, Metroparks executive officers and Commissioners have discussed the future of two major beaches in the Metroparks system – Baypoint Beach at Stony Creek and Maple Beach at Kensington.

Baypoint Beach has remained open in limited capacity through the summer of 2016. Maple Beach has been closed to the public since 2010, except for special events and summer holidays. Both locations are used for large Metroparks events, including fireworks viewing and Michigan Philharmonic concerts. Both beaches are considered by community organizations to be beautiful sites for hosting large events such as walks and runs. While both Stony Creek and Kensington rent the locations for these purposes, the onsite facilities are inadequate: electricity is unavailable and/or inconvenient in the outdoor space and portable toilets are required to supplement the existing small restrooms.

In July 2016, the field engineering staff submitted condition assessments of the main buildings at both beaches. Engineering, planning, park operations and maintenance staffs conducted site visits at Baypoint Beach on Aug.31, 2016 and at Maple Beach on Sept. 1, 2016.

Below is a brief summary of findings.

#### **Baypoint Beach**

Requiring replacement: all building fixtures and finishes, water storage tank, water softener, irrigation pump, kitchen equipment, plumbing, lighting, electrical system, exterior metal and roll-up doors. The restrooms are too small to make ADA compliant. Hairline cracks are present in the concrete roof and columns.

#### Maple Beach

Requiring replacement: all building fixtures and finishes, kitchen equipment, plumbing, lighting, electrical system, phone system, PA system, HVAC. Slopes of the ramps from the parking lot to the buildings are not ADA compliant. The restrooms are not ADA compliant.

#### Planning Context

A key project identified in the Stony Creek Master Plan (approved in August 2016) was the possible combination of boat rental operations (currently located at the Mt. Vernon picnic area) into a redeveloped Baypoint Beach area. Cited issues with the existing locations of both included outdated and dilapidated buildings, a lack of picnicking areas and a lack of connectivity and accessibility. The redevelopment of Baypoint Beach, to include “demolition of deteriorated buildings and construction of updated restrooms, a large shelter and site improvements” was also previously identified as a capital improvement project in the 2013-2017 HCMA Community Recreation Plan.

The redevelopment of Maple Beach was first identified as a capital improvement project in the 2008-2012 HCMA Community Recreation Plan; the project was to “reevaluate the need for full service beaches at Kensington Metropark” and redevelopment would “provide group rental facilities and entertainment value.” The redevelopment effort was noted as “in-progress/budgeted” in the 2013-2017 HCMA Community Recreation Plan.

Staff is requesting approval to demolish the dilapidated structures at Baypoint and Maple beaches before the end of 2016. This work would be carried out following regular Metroparks procurement procedures.

Site plans for the future use of both locations will be developed by the Planning Department in coordination with the Director, Commissioners, administrative, park operations and maintenance staff. Following approval of the final site plans by the Board, implementation of each redevelopment project is anticipated to begin in 2017.

**Attachments:**        **Baypoint Building Photos, Aerial View, Map Location**  
                              **Maple Beach Building Photos, Aerial View, Map Location**  
                              **Planning Action Plan**

## Baypoint Beach









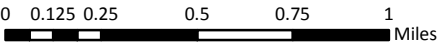
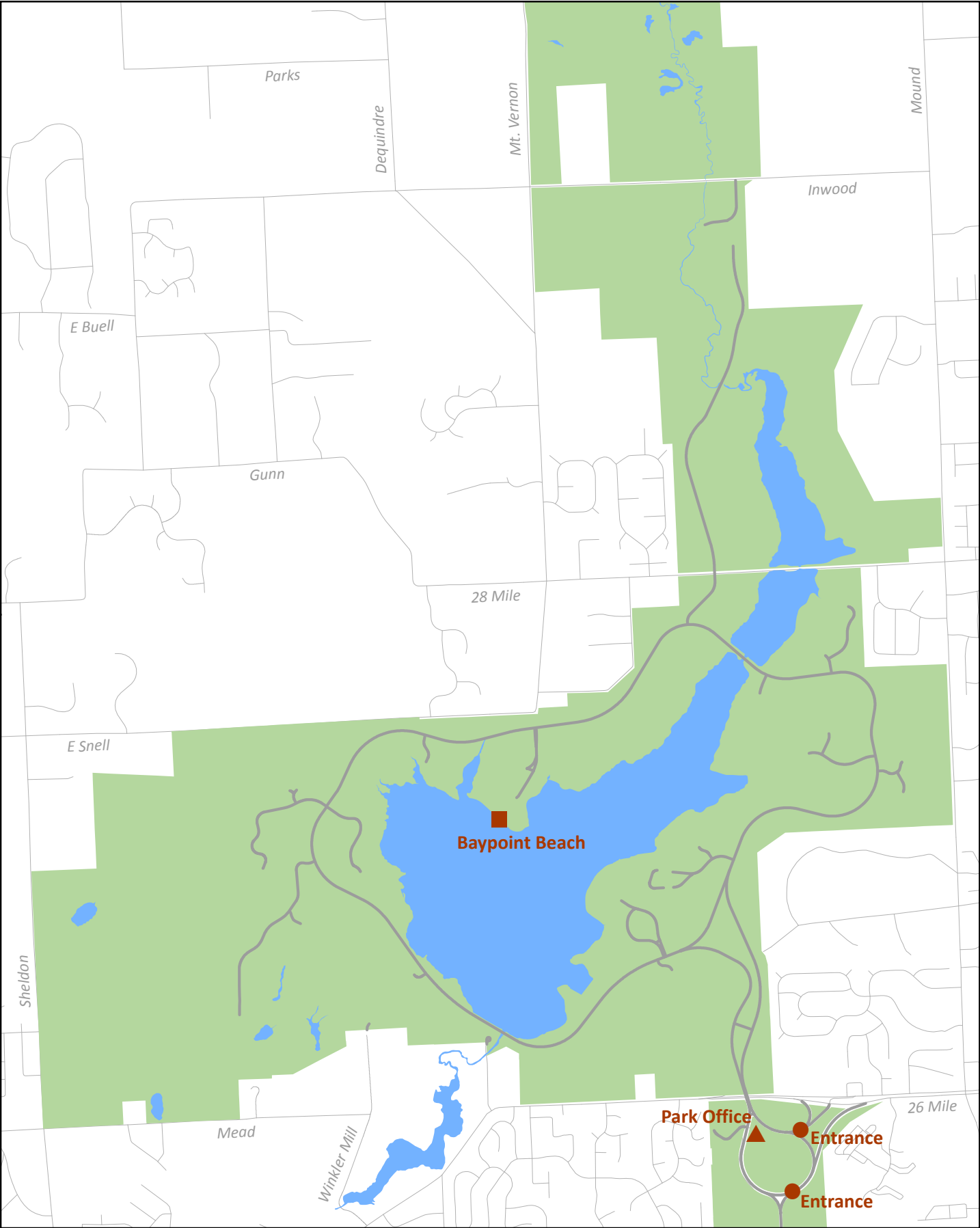








# Stony Creek Metropark - Baypoint Beach





# Maple Beach





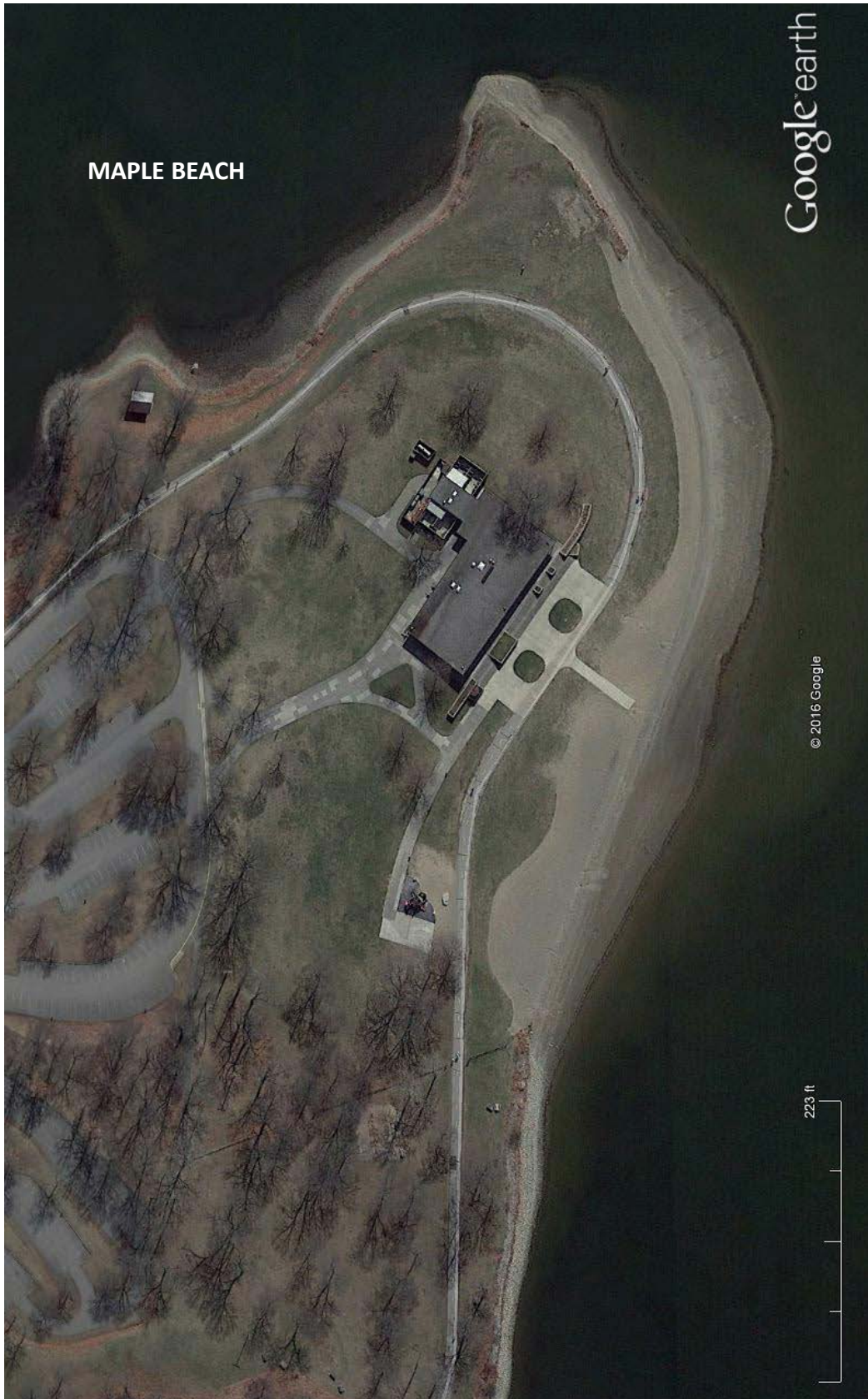


## Maple Beach

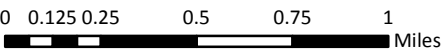
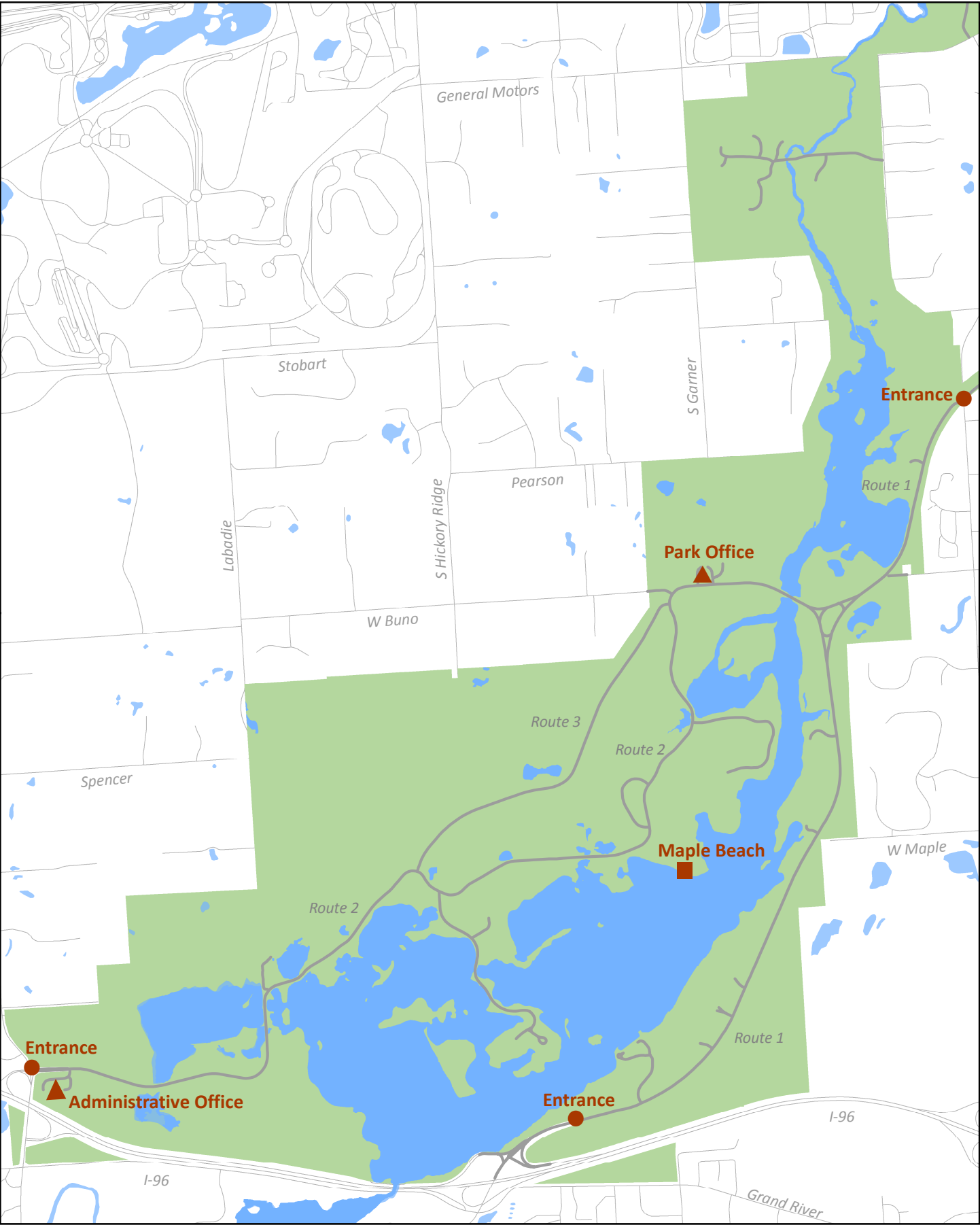








# Kensington Metropark - Maple Beach



## Action Plan

### Shelden + Trolley Trails

2017-2021

The Shelden trails run through the serene, historic western segment of the park and host several different user groups that sometimes conflict: mountain and fat tire bikers, hikers with and without pets, and cross country skiers. The Trolley Trails near the park entrance support these uses, offering a Skills Course with obstacles for mountain bikers and trails open to mountain and fat tire biking and hiking. All users of these trails would like to see dedicated trails expanded and protected from conflicted areas. In addition, the Shelden Trails are located in a designated biodiversity area, necessitating sensitivity when considering land use changes. The Clinton River Area Mountain Bike Association, a chapter of the International Mountain Bicycling Association (CRAMBA-IMBA) dedicates volunteer hours to maintaining these trails and will be consulted in the potential reorganization of trails open to mountain biking.

#### Issues:

- Desire for more single track than currently available
- Lack of connectivity between two sites
- Conflicts among user groups
- Inadequate signage

#### Solutions:

- Implement new trails organization including expanded single track
- Create link between the two sites
- Set aside more dedicated user trails and better educate public
- Install improved signage

### Baypoint Beach & Boat Rental

2017-2021

Built in 1963 and 1970, respectively, the Baypoint Beach and Boat Rental areas have great potential due to their prime locations, but are in need of rethinking to reflect changing recreation trends and infrastructure management. Baypoint Beach has a different character from Eastwood, used more for casual leisure time and group events than family outings. As a result it is somewhat underutilized and has excess parking space. The Boat Rental, meanwhile, has been growing in popularity and is in need of more parking capacity. Going forward, reimagining Baypoint and connecting the two areas to better serve demand will be priorities.

#### Issues:

- Outdated buildings and restrooms
- Lack of picnicking areas
- Lack of connectivity between the two sites

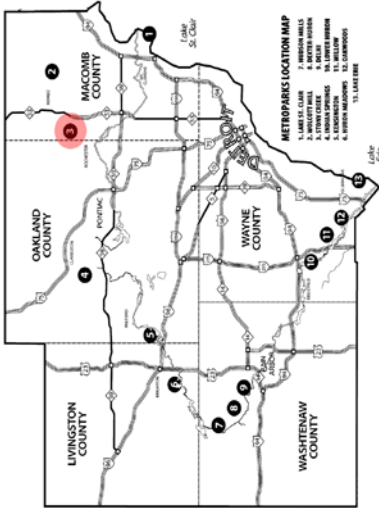
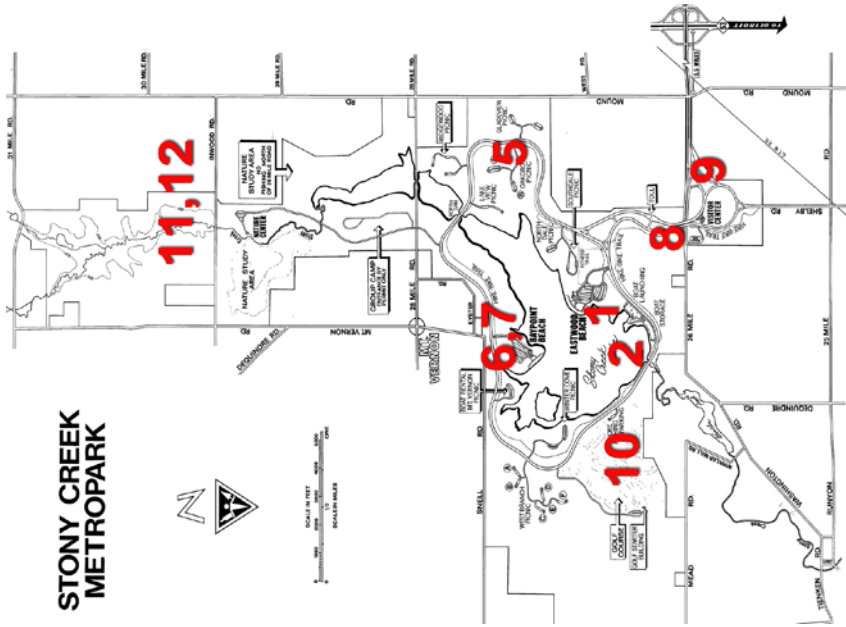
#### Solutions:

- Construct new building with improved amenities
- Install accessible kayak launch
- Reconfigure parking lot and relocate trail to minimize conflict



**Outdated building and restrooms**

HURON-CLINTON METROPARKS		LOCATION
FIVE YEAR PLAN 2013-2017		
Project Number	50923a	
Location	Stony Creek Metropark	
County	Macomb County	
Local Community	Washington Twp	
Project Title	Baypoint Beach Redevelopment	
MAP Reference	6	
Project Type	Capital Improvement	
YEAR	2015	
Estimated Cost	\$500,000	
Description	Continue to redevelop aging facilities. Redesign/reduce.	
Scope of Work	Project includes demolition of deteriorated buildings and construction of updated restrooms, a large shelter and site improvements.	
Additional Benefits	This project recognizes that two full scale beaches with food service and full service restrooms and changing rooms are no longer needed. However, the location is still a popular meeting place for young people. The scale and amenities will be reduced.	
Schedule Justification	Redevelopment should take place to avoid spending money on needed repairs to existing buildings. This is to avoid good money spent on bad.	
Economic Impact	Reduce operations expenses; reduce regular maintenance future major maintenance expenses	
3R Project	Redevelopment Project	
Strategic Goal	Issue 3 - Maintaining Park Quality, in light of declining revenues, evaluate the need for replacement and carefully consider new innovative ways to maintain quality while containing project costs.	



- ~ This project is consistent with Metroparks' goal to replace aging facilities.
- ~ This project will be partially funded by grants with the balance from local funds.
- **\$2.0 million for the redevelopment of Kensington's Maple Beach. This project will reevaluate the need for full service beaches at Kensington Metropark. As beach use declines, Metroparks is in the process of redeveloping its Martindale beach. Redevelopment at its Maple beach will provide group rental facilities, and entertainment venue.**
  - ~ This project is consistent with Metroparks' goal to replace aging facilities.
  - ~ This project is consistent with the Metroparks' goal to meet the needs of patrons in response to public participation in the plan development.
  - ~ The project will be rely on adequate local funds for completion.
- \$4.15 million for reconstruction/resurfacing/ surfacing of Authority roads/parking lots/ service areas. While this project does not directly offer new recreation opportunities, it is a necessary infrastructure improvement.
  - ~ This project is consistent with Metroparks' goal to replace aging infrastructure.
  - ~ The project will be rely on adequate local funds for completion.
- \$1.85 million for reconstruction/resurfacing of Authority hike/bike trails and golf cart paths. While this project does not directly offer new recreation opportunities, it is a necessary infrastructure improvement.
  - ~ This project is consistent with Metroparks' goal to replace aging infrastructure.
  - ~ This project is consistent with the Metroparks' goal to meet the needs of patrons in response to public participation in the plan development.
  - ~ The project will be rely on adequate local funds for completion.
- ~ This project is consistent with Metroparks' goal to replace aging infrastructure.
- ~ This project is consistent with the Metroparks' goal to meet the needs of patrons in response to public participation in the plan development.
- ~ The project will be rely on adequate local funds for completion.
- \$1.55 million to continue program of replacing vault latrines with comfort stations (5). While this project does not directly offer new recreation opportunities, it is a necessary infrastructure improvement.
  - ~ This project is consistent with Metroparks' goal to replace aging infrastructure.
  - ~ This project is consistent with the Metroparks' goal to meet the needs of patrons in response to public participation in the plan development.
  - ~ The project will be rely on adequate local funds for completion.
- \$1.5 million for the replacement of Huron Meadows' Park Service area. The existing park service area is consists of old farm and residential buildings that were present on the site when the land was purchased. The park has operated out of these facilities for 25 years. This project will replace the dilapidated facilities with a servcie/storage/office building and a variety of support projects. This project is consistent with Metroparks' goal to provide adequate facilities for park operations and maintenance.
  - ~ The project will be rely on adequate local funds for completion.





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Nina Kelly, Manager of Planning  
 Project Title: DTE Power Line Relocation Easement  
 Location: Lake St. Clair Metropark, Macomb County  
 Date: October 6, 2016

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

That the Board of Commissioners' approve granting an easement to DTE for the relocated power line at Lake St. Clair Metropark as recommended by Manager of Planning Nina Kelly and Staff.

**Fiscal Impact:** There is no immediate fiscal impact related to granting the easement. Funding for execution of the project is available from the Fund Balance.

**Background:** At the Aug. 11, 2016 meeting, the Board approved the project to relocate the power supply to Lake St. Clair Metropark from the Point Rosa Marsh to the north side of Metro Parkway from the park entrance at Jefferson Avenue and across the boulevard west of the toll booth to the primary switch house situated along the Nature Center service drive. DTE will supply all labor, equipment and materials necessary to complete the project. Work will include the abandonment of the existing overhead power lines through the marsh, tree removal and the installation of new power poles and overhead conductors.

The project objective is to increase reliability, provide easier access for repairs, protect the marsh and remove the potential for downed powerlines on nature trails. An easement will need to be granted in order for DTE to move forward with implementation.

The proposed right of way is 12-feet wide and would comprise a total of 25 new power poles. As the proposed grantee, DTE would be enabled to construct and maintain power utility facilities such as poles, transformers, and other accessories within the right of way. DTE would also be enabled to remove any trees, bushes, fences, and structures within the right of way. Per the proposed agreement, DTE would restore any Metroparks land damaged during the construction, repair, operation, or maintenance of the facilities and right of way.

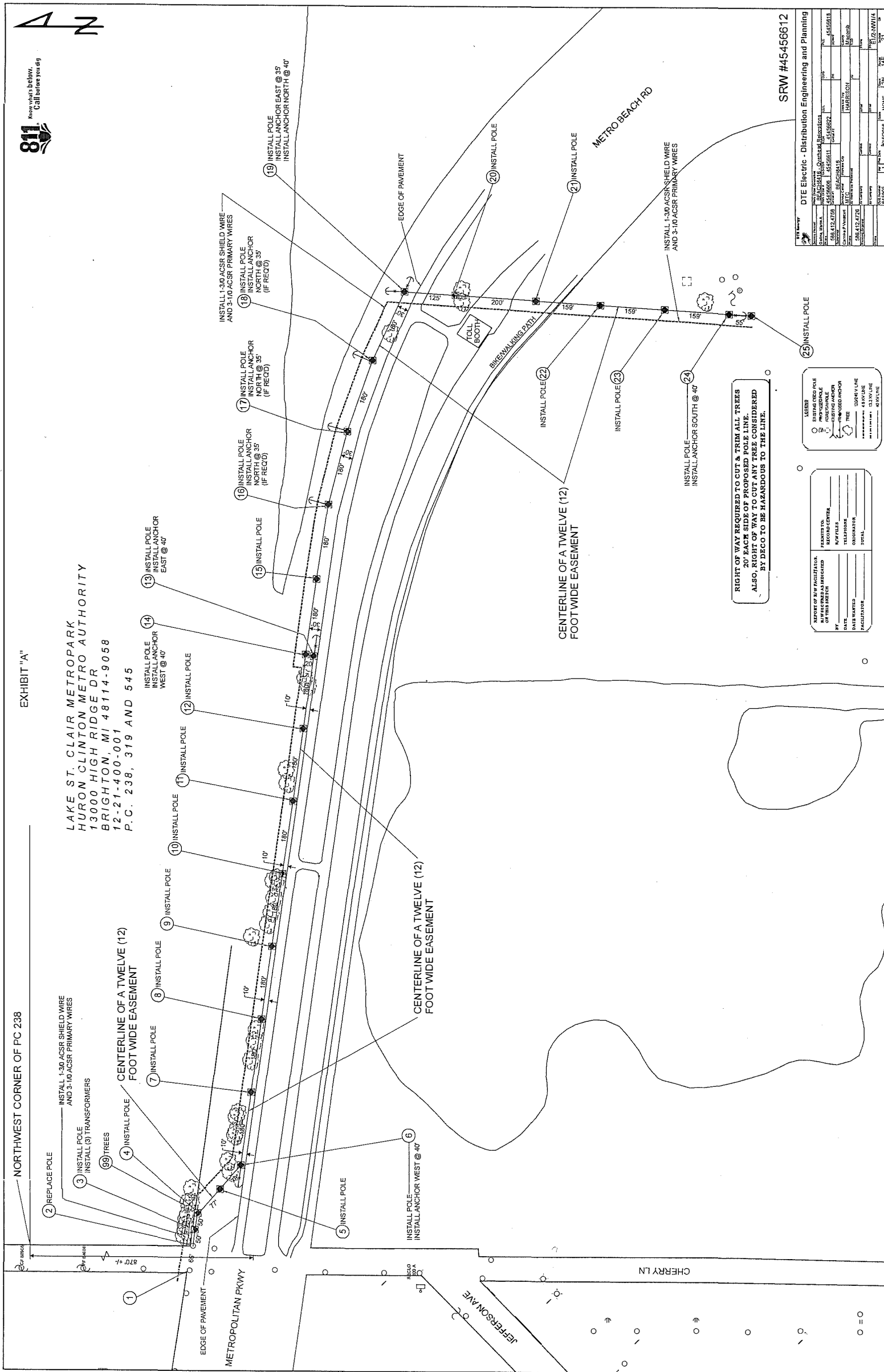
Miller Canfield has reviewed the easement agreement and it is in proper legal form for execution and recording.

**Attachments: Exhibit A  
 Easement Agreement**



EXHIBIT "A"

LAKE ST. CLAIR METROPARK  
HURON CLINTON METRO AUTHORITY  
13000 HIGH RIDGE DR  
BRIGHTON, MI 48114-9058  
12-21-400-001  
P.C. 238, 319 AND 545





**DTE Electric Company Overhead Easement (Right of Way) No. 45456606-45456612**

On October 13, 2016, for the consideration of system betterment, Grantor grants to Grantee a permanent, non-exclusive overhead easement ("Right of Way") in, on, and across that part of Grantor's Land to be referred to herein as the "Right of Way Area".

"Grantor" is: HURON CLINTON METRO AUTHORITY, 13000 HIGH RIDGE DR. BRIGHTON, MI 48114-9058

"Grantee" is: DTE Electric Company, a Michigan corporation, One Energy Plaza Drive, Detroit, Michigan 48226

"Grantor's Land" is in P.C. 238, 319 and 545, T2N, R14E, Harrison Township, County of Macomb, and State of Michigan, and is described as follows:

**PRIVATE CLAIM(S) 238, 319 AND 545, HARRISON TOWNSHIP, MACOMB COUNTY, MI  
FORMERLY DESCRIBED AS ST CLAIR HAVEN SUBDIVISION LOTS 1319 TO 2289 INCLUSIVE, NOW VACATED**

Tax Identification Number(s): 12-21-400-001

More commonly known as: LAKE ST. CLAIR METROPARK, HARRISON TOWNSHIP, MI 48045

The "Right of Way Area" is a Twelve (12') foot wide easement on part of Grantor's Land. The centerline of the Right of Way Area shall be established in the as-built location of the centerline of Grantee's facilities, and shall be installed on Grantor's Land in the approximate location described as follows:

EASEMENT DRAWING IS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

1. **Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, repair, replace, inspect, operate and maintain overhead utility facilities which may consist of poles, guys, anchors, wires, transformers and accessories.
2. **Access:** Grantee has the right of pedestrian and vehicular ingress and egress to and from the Right of Way Area over and across Grantor's Land.
3. **Buildings or other Permanent Structures:** No buildings or other permanent structures or improvements may be constructed or placed in the Right of Way Area without Grantee's prior, written consent. Grantor agrees, at its own expense, to remove any improvement that interferes with the safe and reliable operation, maintenance and repair of Grantee's facilities upon the written demand of Grantee. If Grantor fails to comply with such demand, Grantor agrees that Grantee may remove any such improvement and bill Grantor for the cost thereof, which cost Grantor shall pay within thirty (30) days after demand therefor.
4. **Excavation:** Pursuant to 2013 Public Act 174, MISS DIG (1-800-482-7171 or 811 in some areas) must be called before any excavation in the Right of Way Area may proceed.
5. **Trees, Bushes, Branches, Roots, Structures and Fences:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots growing or that could grow or fall in the Right of Way Area and remove any structures, improvements, fences, buildings or landscaping in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation, maintenance and repair of Grantee's facilities. Grantee shall not be responsible for any damage to, or removal of, landscaping, trees, plant life, structures, improvements and/or fences located in the Right of Way Area.

6. **Restoration:** If Grantee's agents, employees, contractors, subcontractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee will restore Grantor's Land as nearly as is reasonably practicable to the condition in which it existed prior to such damage. Restoration with respect to paved surfaces shall consist of asphalt cold patching of the damaged portion of any asphalted surfaces when the weather conditions suggest such use and the cement patching of the damaged portion of any cemented surfaces. Grantee shall have no liability, however, for the restoration or cost of any improvements located within the Right of Way Area, including, but not limited to, parking islands, gutters, fences or landscaping such as trees, bushes, or flowers (but not a simple lawn which, if damaged, will be patched and re-seeded by Grantee) that are damaged by Grantee in the course of constructing, reconstructing, modifying, adding to, repairing, replacing, operating or maintaining its facilities as described in paragraph 1 above.

7. **Successors:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

8. **Exemptions:** This Right of Way is exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

9. **Governing Law:** This Right of Way shall be governed by the laws of the State of Michigan.

Grantor:

HURON CLINTON METRO AUTHORITY

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

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

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

Acknowledged before me in \_\_\_\_\_ County, Michigan, on \_\_\_\_\_, 2016, by  
\_\_\_\_\_, the \_\_\_\_\_ of HURON CLINTON METRO AUTHORITY.

Notary's  
Stamp \_\_\_\_\_

Notary's  
Signature \_\_\_\_\_

Acting in \_\_\_\_\_ County, Michigan

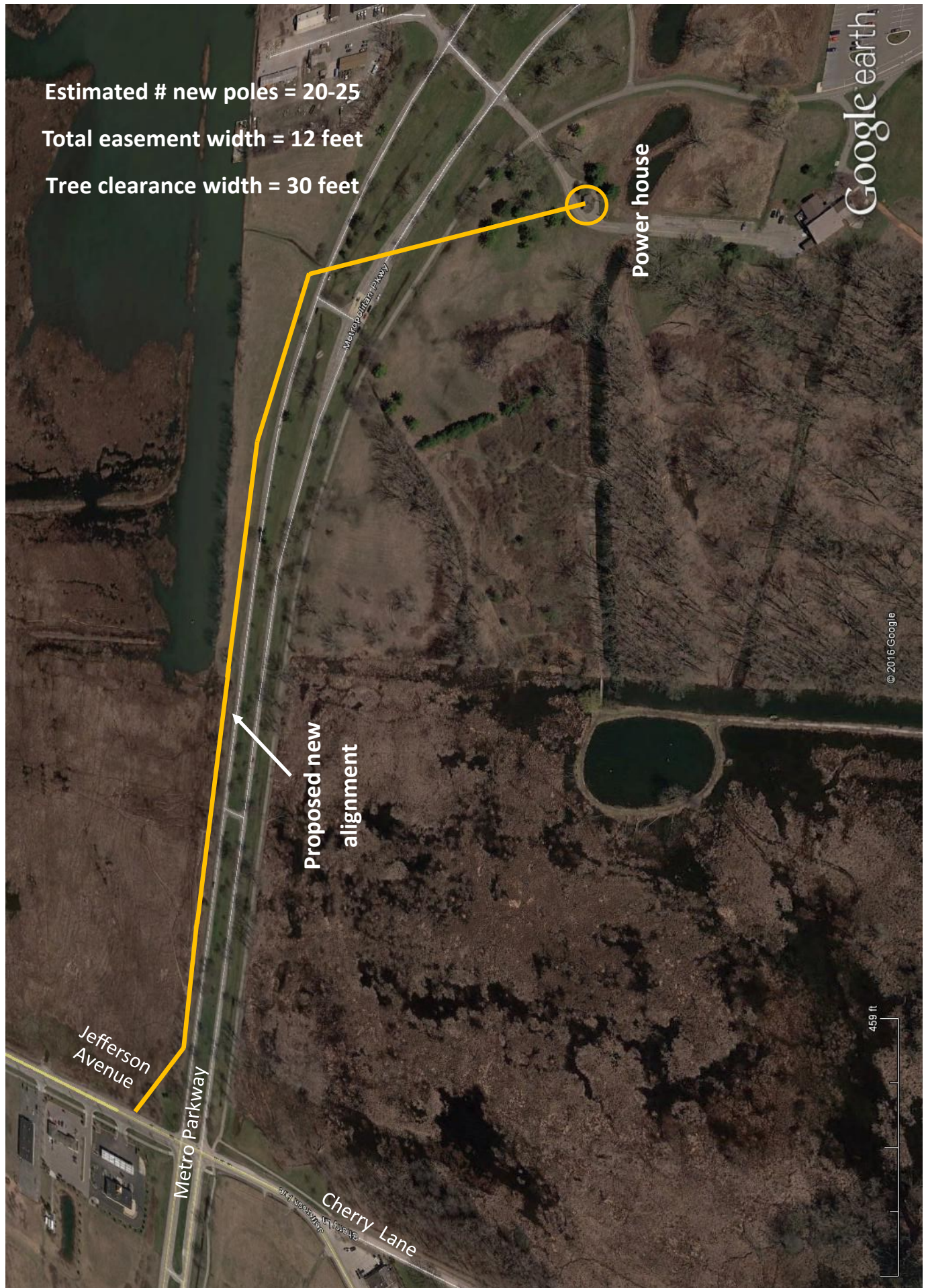
Drafted by and when recorded, return to: Chris Cavanagh, DTE Energy, 15600 19 Mile Rd. Clinton Township, MI 48038















## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Engineering  
 Project No: 513-15-130  
 Project Title: Bids – Historic Center Gravel Parking Lot  
 Project Type: Capital Improvement  
 Location: Wolcott Mill Metropark, Macomb County  
 Date: October 6, 2016

Bids Received: September 22, 2016

### Action Requested: Motion to Approve

That the Board of Commissioners' award Contract No. 513-15-130 to the low responsive, responsible bidder, James P. Contracting in the amount of \$65,431.75 as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Fiscal Impact:** This is an unbudgeted project. However, funds are currently available in the Wolcott Mill Unallocated Capital account.

**Scope of Work:** The work includes furnishing all labor, equipment and materials necessary to construct 10 gravel-parking stalls and two paved accessible parking stalls with a paved walkway to the historic center.

**Background:** The work will improve the existing employee parking area and accessibility to the Grist Mill. The current parking area is a gravel dirt surface off of the service drive and provides no accessibility from the existing location. In the 2016 budget, funding was approved for \$100,000 to facilitate the development of a gravel trail from the farm to the historic center. This project is still moving forward, however these funds will not be necessary at this time.

The Ray Township Planning Commission has approved the lot.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
James P. Contracting, Inc.	Washington Twp.	\$65,431.75
M.L Chartier Excavating, Inc.	Fair Haven	\$65,976.00
Pro-Line Asphalt Paving Corp.	Washington	\$79,415.00
Pavex Corporation	Trenton	\$97,800.00
Budget Amount for Contract Services and Administration		\$ 0.00
Work Order Amount		
Contract Amount – James P. Contracting, Inc.		\$ 65,431.75
Contract Administration		\$ 4,000.00
Total Proposed Work Order Amount (Rounded)		\$ 69,432.00

*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: Aerial View of Location





## Wolcott Mill Historic Center Proposed Gravel Parking Lot – Aerial View









# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Eric Ellis, Manager of Natural Resources and Regulatory Compliance  
 Subject: Bids - North Branch Clinton River Riparian Corridor Restoration  
 Project No: 513-15-128  
 Project Title: North Branch Clinton River Riparian Corridor Restoration  
 Project Type: U.S. Environmental Protection Agency Grant  
 Location: Wolcott Mill Metropark, Macomb County  
 Date: October 6, 2016

Bids Received: September 23, 2016

## Action Requested: Motion to Approve

That the Board of Commissioners' award Contract Number 513-15-128 to the low responsive, responsible bidder, Preiss Companies LLC in the amount of \$189,700 as recommended by Manager of Natural Resources and Regulatory Compliance Eric Ellis and staff.

**Fiscal Impact:** Project components to be reimbursed through a U.S. EPA grant.

**Background:** As previously reported at the Oct. 9, 2014, Feb. 12, 2015, Sept. 10, 2015, and June 16, 2016 Board meetings, the Metroparks has been involved in floodplain restoration projects at Wolcott Mill Metropark through multiple grants totaling approximately \$630,000 from the Michigan Department of Environmental Quality (MDEQ), in partnership with Macomb County Public Works Office, the U.S. Environmental Protection Agency and the U.S. Fish and Wildlife Service. In total, these habitat improvement projects will restore more than 200 acres of Metropark property previously in agricultural use.

The projects are part of a strategy to improve water quality and recreational opportunities within Wolcott Mill Metropark along the North Branch of the Clinton River through:

1. Re-establishing floodplain wetlands to help reduce runoff, capture sediment and facilitate water infiltration from adjacent agriculture which in turn will help improve fish and macro invertebrate habitat.
2. Planting trees to increase connectivity between forest patches improving habitat for species reliant on large forest tracts to complete their life cycle and to promote both plant and animal genetic diversity.
3. Restoring native grassland habitat to benefit wildlife species currently in decline such as pollinators and grassland birds.

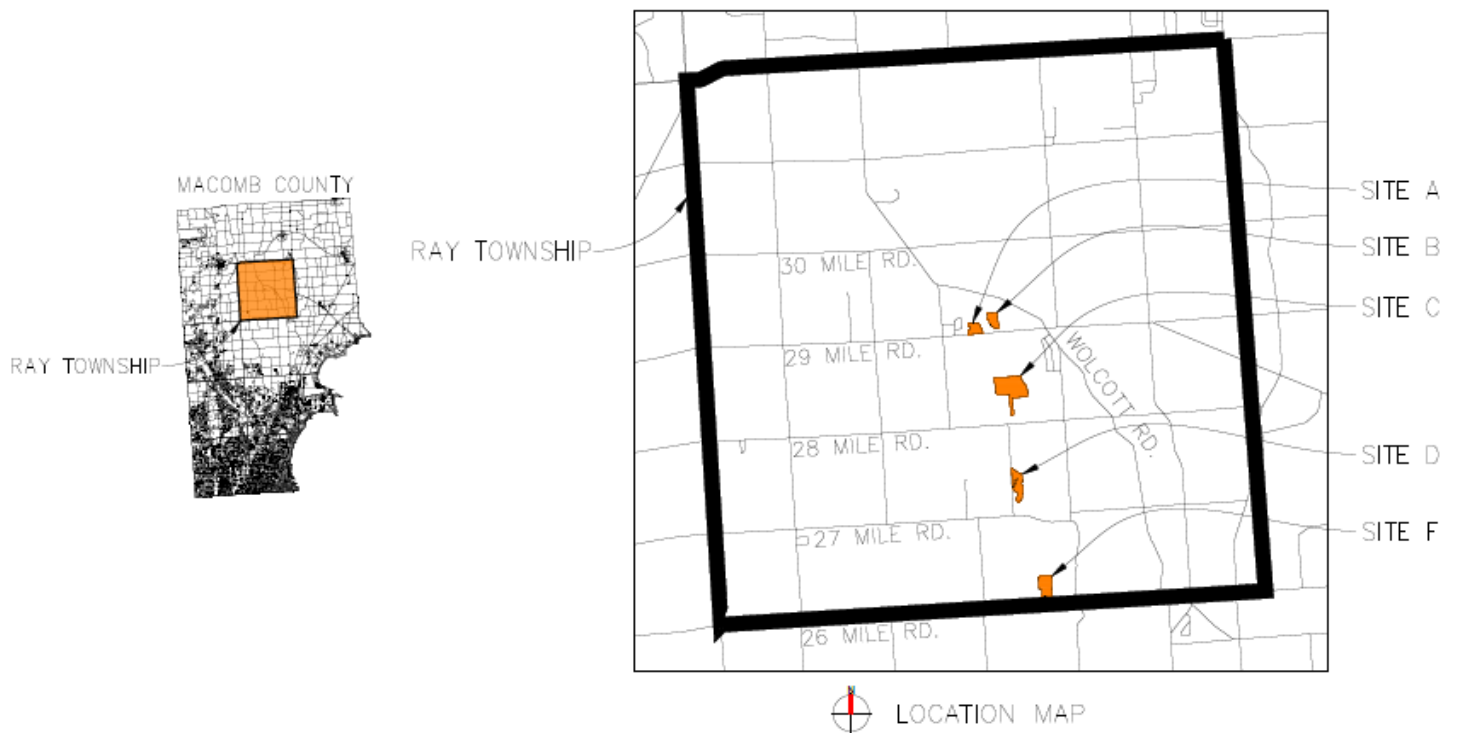
This award will address items 1 and 3 and focus on the wetland restoration excavation work and wetland restoration seeding. ASTI Environmental is the on-site construction manager for this project.

<u>Contractor</u>	<u>City</u>	<u>Total</u>
Preiss Companies LLC	Fenton	\$189,700
M.L. Chartier Excavating, Inc.	Fair Haven	\$262,500

**Attachments:** North Branch Clinton River Riparian Corridor Restoration – Wetland Restoration overview/site maps

**North Branch Clinton River Riparian Restoration Contract**



**OWNER**

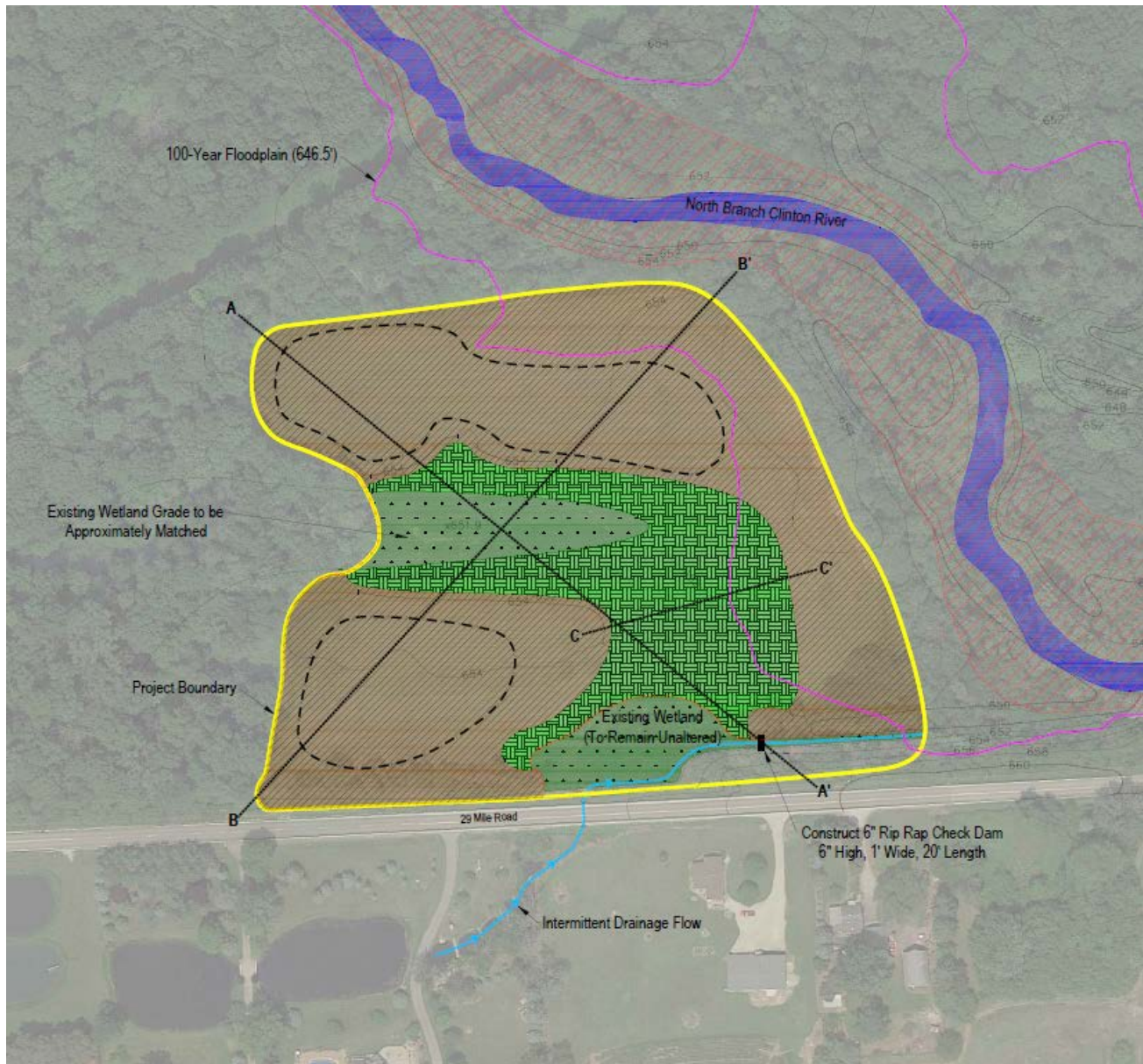
HURON-CLINTON  
METROPOLITAN AUTHORITY  
13000 HIGH RIDGE DRIVE  
BRIGHTON, MI 48114  
P: 810-227-2757

**WETLAND ECOLOGIST  
& SITE PLAN DESIGN**

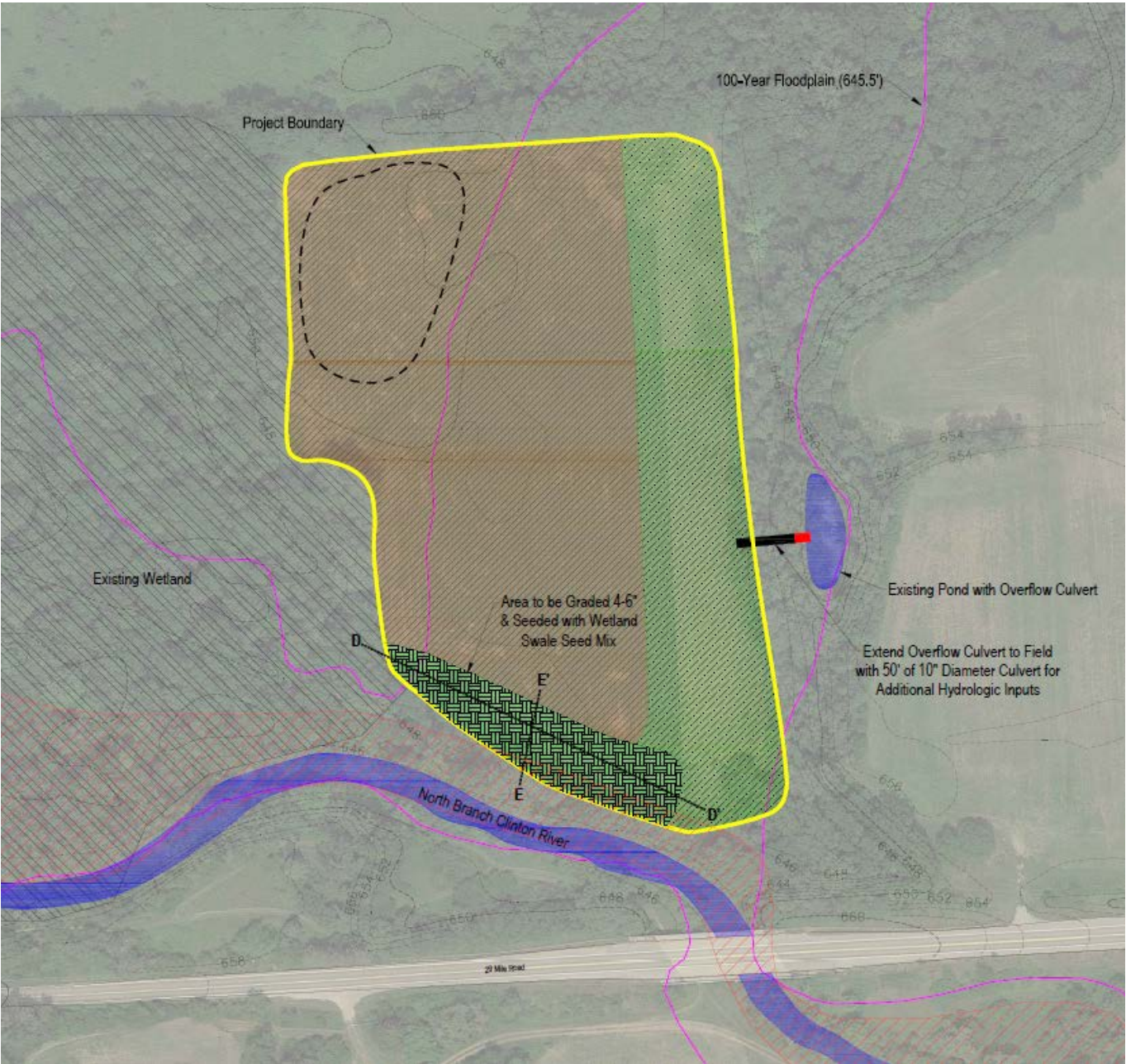
ASTI ENVIRONMENTAL  
10448 CITATION DRIVE, SUITE 100  
BRIGHTON, MI 48116  
P: 810-225-2800  
F: 810-225-3800



## Site A



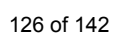






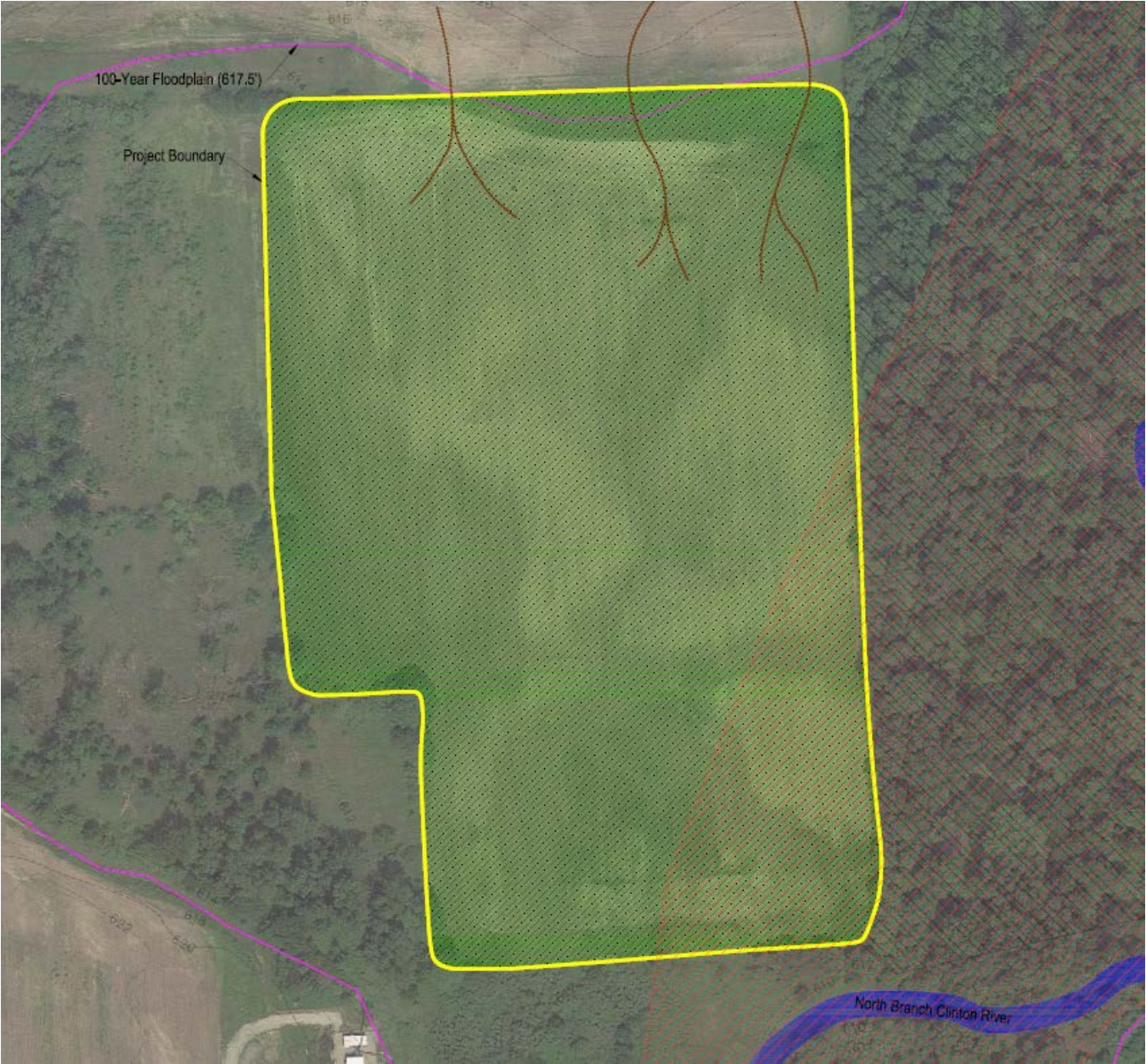








Site F





**CONTRACT NO. 513-15-128****North Branch Clinton River Riparian Restoration****Wolcott Mill Metropark  
Macomb County, Michigan  
Huron-Clinton Metropolitan Authority**

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THIS AGREEMENT, made at Brighton, Michigan, on the 13<sup>th</sup> Day of October 2016 by and between the HURON-CLINTON METROPOLITAN AUTHORITY, a body corporate of the State of Michigan, herein referred to as the "AUTHORITY," and Preiss Companies, LLC hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the Contractor was the successful bidder of the letting held by the Authority on September 22, 2016, with reference to Project No. 513-15-128 entitled "North Branch Clinton River Riparian Restoration, Wolcott Metropark, Macomb County, Michigan."

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I - SCOPE OF WORK: The Contractor agrees: Construct North Branch Clinton Riparian Corridor Restoration to include restoration earthwork and seeding and related work and to provide all plant, labor, supplies, new and current materials, transportation, equipment, and incidental and related items necessary to complete this Work. The Contractor agrees to perform the entire Work in accordance with: the Drawings and Specifications entitled "North Branch Clinton River Riparian Restoration, Wolcott Mill Metropark, Macomb County, Michigan," Project No. 513-15-128; this Contract Form; and the Contract Documents, as more fully described below.

ARTICLE II - INCORPORATED DOCUMENTS: The Advertisement for Bids, Bid Form, General Conditions, Drawings, Specifications, and Addenda (if any), together with this Contract Form (collectively, the "Contract Documents"), form the entire Contract between the parties hereto, and all of said documents are incorporated in this Contract as if set forth at length herein.

ARTICLE III - CONTRACT PRICE: This is a lump sum contract. The Authority will pay the contractor for the performance of the Contract, subject to additions and deductions, as provided in the Contract Documents, in current funds, the Lump Sum Amount of One Hundred Eighty Nine Thousand Seven Hundred Dollars (\$189,700).

ARTICLE IV - LIQUIDATED DAMAGES: The undersigned agrees that time is an essential condition of the Contract and shall totally complete the work on or before December 15, 2016. Should the undersigned fail to complete the work by this date, it is agreed that the sum of One Hundred Dollars (\$100.00) per day will be deducted from the Contract Amount for each and every calendar day the work is incomplete.

ARTICLE V – MISCELLANEOUS: The Contractor acknowledges that he has not received or relied upon any representations or warranties of any nature whatsoever from the Authority, its agents or employees as to any conditions to be encountered in accomplishing the work (specifically including subsoil conditions), and that this Contract is entered into based solely upon the Contractor's own independent business judgment.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on the day and year first above written.

**WITNESSES:**

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

**HURON-CLINTON METROPOLITAN AUTHORITY:**

BY: \_\_\_\_\_  
John C. Hertel, Chairman

AND: \_\_\_\_\_  
Jaye Quadrozzi, Secretary

\_\_\_\_\_  
George Phifer, Director

**WITNESSES:**

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

**CONTRACTOR:**

BY: \_\_\_\_\_  
Preiss Companies, LLC

AND: \_\_\_\_\_

TITLE: \_\_\_\_\_



# HURON-CLINTON METROPOLITAN AUTHORITY

**AMENDED**

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Assets and Development  
 Project No: 900-16-003  
 Project Title: Bids – Vault Latrine Replacement  
 Project Type: Capital Improvement  
 Location: Kensington and Stony Creek Metroparks, Oakland and Macomb Counties  
 Date: October 6, 2016

Quotes Received: Via National Joint Powers Alliance (NJPA) RFP #022113

## Action Requested: Motion to Approve

That the Board of Commissioners' approve staff to issue a purchase order to CXT concrete buildings under National Joint Powers Alliance (NJPA) contract #022113-CXT for the procurement of **four** prefabricated concrete vault latrines in the amount of \$187,480 as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

**Fiscal Impact:** The cost of the **four** double units is under the \$240,000 budgeted amount. However, this does not include the site work for the units, which is estimated at \$7,000 per site.

**Scope of Work:** The purchase includes the fabrication with the associated selected options, delivery and offloading at the site.

**Background:** Demolition and site work is not included by the manufacturer and will have to be procured separately. Park forces have already demolished the units at the Lakeview at Stony Creek due to their condition. There are existing vault latrines throughout the park system that provide restroom facilities in remote areas that do not have access to utilities.

The new units will replace two of the old vault latrines at Stony Creek (Lakeview and North Dale) and two units at Kensington (Spring Hill and Island Road). The new units are prefabricated, constructed from reinforced concrete, durable, long-lasting and are available with many options. Similar units were installed on the Lake Erie golf course in 2010 and have had no issues.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
CXT Concrete Buildings	Spokane, WA	\$187,480.00
Budget Amount for Contract Services and Administration		\$240,000.00
Work Order Amount		
Contract Amount-CXT Concrete Buildings		\$187,480.00
Contract Administration		<u>\$ 1,000.00</u>
Total Proposed Work Order Amount (Rounded)		\$188,480.00

**Attachment: Vault Latrine Photo examples**





## Vault Latrine Example

7-D-1-a







**HURON-CLINTON METROPOLITAN AUTHORITY****LATE ADDITION**

To: Board of Commissioners  
From: Randy Rossman, Human Resources Manager  
Subject: Approval – Retiree Medicare Health Benefit Changes  
Date: October 13, 2016

**Action Requested: Motion to Approve**

That the Board of Commissioners' accept and approve the proposal to make an appropriate change to the Medicare eligible retiree medical insurance to help offset the overall health insurance program renewal rate increase of 23.35 percent.

**Fiscal Impact:** \$129,686 savings over the 2017 renewal rate

**Background:** Due to high claims experience over the last renewal period the Metroparks are facing an overall increase of \$902,824 (23.35 percent) to our health insurance program. The 2017 renewal rate for the active employee medical insurance plan is a projected 30.41 percent increase over the 2016 rates, and the retiree medical plan is a projected 19.22 percent increase overall. In an effort to lower these costs, our broker, Marsh & McLennan Agency, has proposed several alternatives including self-insured plans, options for restructuring of our fully insured plans, carrier changes for dental policies and Medicare eligible retiree medical policies.

Staff is currently in discussions with the HCMA Employee Association and POAM regarding proposed plan adjustments to offset the 2017 renewal rate increases. Staff will bring a comprehensive recommendation to the Board at the Nov. 10, 2016 Board meeting regarding the additional changes to the employee and retiree plans.

At present, staff is recommending a January 2017 change to the Medicare eligible retiree plan. Due to a Medicare enrollment window requirement for policy changes, staff is presenting this change for approval this month. In order to take advantage of the 2017 savings our Medicare eligible retiree enrollment must be completed by Oct. 31, 2016. Details of the proposed change are listed below.

**Proposed Medical Plan Changes:** The Metroparks post-65 / Medicare eligible retirees are currently enrolled in a Blue Cross Blue Shield Medicare Advantage plan, Medicare PLUS Blue Group.

The 2017 renewal rate for this policy will be a total annual increase of \$51,339. Staff recommends a carrier change for this group, moving it into a United American Supplemental plan, administered through a TPA, Varipro. This change will afford an estimated annual savings of \$78,348 compared to the current 2016 rates and \$129,686 savings compared to the 2017 renewal rates.

**Approval – Retiree Medicare Health Benefit Changes****Page 2**

<b>Annual Cost Comparison</b>	<b>2016 Current Rate</b>	<b>2017 Renewal Rate</b>	<b>2017 Proposed Rate</b>
Medicare PLUS Blue Group	\$670,481	\$721,820	
United American / Varipro	--	--	\$592,134
Total Increase vs <u>Current</u>		\$51,339	\$129,686

The major changes to the plan are listed in the chart below. As detailed, the move to Varipro would be an improvement over the current plan, along with a cost savings to the Metroparks.

**POST 65 / MEDICARE ELIGIBLE RETIREE MEDICAL:**

<b>Medicare Supplemental Plan</b>	<b>CURRENT</b>	<b>PROPOSED</b>
Carrier / Plan Change	Blue Cross Blue Shield of Michigan Medicare Advantage	United American via Varipro Medicare Supplemental
	In-Network	In-Network
Annual Deductible	\$250	\$250
Out-Of-Pocket Maximum	\$500	\$500
Co-Insurance		
Carrier after deductible	90%	100%
Member after deductible	10%	--
Co-pays		
Office Visit	\$20	\$0 after deductible
Consultation Visit	\$20	\$0 after deductible
Emergency Room Visit	\$50	\$0 after deductible
Prescription Drugs		
Generic	\$10	\$0
Non-Preferred Generic	\$10	\$10
Preferred Brand	\$40	\$40
Non-Preferred Brand	\$40	\$40
Specialty	\$80	\$80

**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Jennifer Hollenbeck, Interpretive Services Manager  
Subject: Update – Summer Fun at the Metroparks  
Date: October 6, 2016

**Action Requested: Motion to Receive and File**

That the Board of Commissioners' receive and file the update on Summer Fun at the Metroparks as recommended by Interpretive Services Manager, Jennifer Hollenbeck and staff.

**Background:** At the April 14, 2016 meeting, the new Summer Fun initiative was approved by the Board. This increased community involvement and awareness about educational opportunities that the Metroparks offer. In support of building community involvement, the Metroparks offered summer fun opportunities for the residents throughout southeast Michigan. These events allowed residents throughout the five counties to participate in a variety of Metroparks activities such as, but not limited to interpretive programming, water facilities, interacting with law enforcement and other activities. These events included a combination of structured and unstructured experiences that appealed to all ages.

Transportation, food, T-shirts and park activities were included for these "Summer Fun at the Metroparks" events. There were a total of 24 events held throughout the five counties during June, July and August and the following parks hosted events – Lake St. Clair, Stony Creek, Kensington, Lower Huron, Hudson Mills and Lake Erie.

Staff solicited donations and grants to off-set the costs; with a saving of \$47,904. There were 248 volunteers were recruited to assist during these events with a total of 1,488 hours of volunteer time.

These events provided the Metroparks an opportunity to directly reach 3,144 residents throughout southeast Michigan. The visitors were engaged in activities that promoted healthy living, outdoor enjoyment and building memories that will last a lifetime.

Event evaluations took place with a focus on tracking the awareness of the Metroparks while seeking feedback pertaining to these events. Three questions were asked: (1) have you been to a Metropark before? (2) What is your favorite activity? (3) Why are the Metroparks important?



**HURON-CLINTON METROPARKS MONTHLY STATISTICS**

**September, 2016**

PARK	MONTHLY VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	40,282	40,486	39,563	2%
Wolcott Mill	7,833	7,767	5,963	31%
Stony Creek	55,260	54,122	50,921	9%
Indian Springs	9,688	8,023	9,163	6%
Kensington	78,730	83,390	78,028	1%
Huron Meadows	11,510	10,984	11,872	-3%
Hudson Mills	21,689	20,289	22,203	-2%
Lower Huron/Willow/Oakwoods	50,315	52,150	49,393	2%
Lake Erie	14,696	19,835	18,162	-19%
Monthly TOTALS	290,003	297,046	285,269	2%

MONTHLY TOLL REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 100,064	\$ 101,471	\$ 77,977	28%
\$ 136,029	\$ 125,625	\$ 98,871	38%
\$ 15,861	\$ 13,947	\$ 11,685	36%
\$ 152,934	\$ 105,314	\$ 100,600	52%
\$ 16,294	\$ 8,646	\$ 13,044	25%
\$ 31,325	\$ 25,963	\$ 27,452	14%
\$ 84,470	\$ 78,270	\$ 58,707	44%
\$ 33,506	\$ 32,861	\$ 30,346	10%
\$ 570,483	\$ 492,097	\$ 418,680	36%

PARK	Y-T-D VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	340,708	342,684	339,122	0%
Wolcott Mill	51,883	45,922	40,318	29%
Stony Creek	473,755	451,791	457,140	4%
Indian Springs	78,662	69,378	73,270	7%
Kensington	635,119	656,287	625,988	1%
Huron Meadows	76,935	71,539	71,016	8%
Hudson Mills	166,877	166,917	175,811	-5%
Lower Huron/Willow/Oakwoods	442,019	420,923	418,152	6%
Lake Erie	161,270	150,748	146,016	10%
Monthly TOTALS	2,427,228	2,376,189	2,346,834	3%

Y-T-D TOLL REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 1,456,653	\$ 1,175,557	\$ 1,065,164	37%
\$ 2,199,385	\$ 1,706,543	\$ 1,574,366	40%
\$ 280,710	\$ 226,645	\$ 210,439	33%
\$ 2,246,129	\$ 1,758,503	\$ 1,553,270	45%
\$ 56,229	\$ 54,356	\$ 53,818	4%
\$ 458,931	\$ 387,137	\$ 367,156	25%
\$ 1,035,255	\$ 804,853	\$ 744,950	39%
\$ 541,814	\$ 441,013	\$ 410,986	32%
\$ 8,275,106	\$ 6,554,607	\$ 5,980,149	38%

PARK	MONTHLY PARK REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	\$ 133,657	\$ 141,149	\$ 105,945	26%
Wolcott Mill	\$ 63,496	\$ 61,014	\$ 64,892	-2%
Stony Creek	\$ 284,897	\$ 287,942	\$ 242,300	18%
Indian Springs	\$ 114,440	\$ 114,748	\$ 104,984	9%
Kensington	\$ 342,906	\$ 353,116	\$ 282,732	21%
Huron Meadows	\$ 108,786	\$ 108,961	\$ 103,413	5%
Hudson Mills	\$ 103,214	\$ 88,655	\$ 84,220	23%
Lower Huron/Willow/Oakwoods	\$ 223,363	\$ 268,358	\$ 188,910	18%
Lake Erie	\$ 149,404	\$ 164,113	\$ 133,823	12%
Y-T-D TOTALS	\$ 1,524,163	\$ 1,588,056	\$1,311,221	16%

Y-T-D PARK REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 2,167,764	\$ 1,882,100	\$ 1,613,081	34%
\$ 512,759	\$ 417,117	\$ 427,876	20%
\$ 3,801,823	\$ 3,216,396	\$ 2,985,637	27%
\$ 1,042,770	\$ 965,344	\$ 903,503	15%
\$ 4,021,076	\$ 3,545,555	\$ 3,117,347	29%
\$ 786,320	\$ 751,962	\$ 691,158	14%
\$ 956,839	\$ 885,745	\$ 843,595	13%
\$ 2,871,435	\$ 2,481,696	\$ 2,312,620	24%
\$ 1,624,880	\$ 1,489,338	\$ 1,405,521	16%
\$ 17,785,666	\$ 15,635,253	\$14,300,338	24%

District	Y-T-D Vehicle Entries by Management Unit			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Eastern	866,346	840,397	836,580	4%
Western	957,593	964,121	946,086	1%
Southern	603,289	571,671	564,168	7%

Y-T-D Total Revenue by Management Unit			
Current	Previous	Prev 3 Yr Avg	Change from Average
6,482,346	5,515,613	5,026,594	29%
6,807,005	6,148,606	5,555,603	23%
4,496,315	3,971,034	3,718,142	21%

HURON-CLINTON METROPARKS MONTHLY STATISTICS

September, 2016

GOLF THIS MONTH	MONTHLY ROUNDS			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Wolcott Mill	1,770	2,043	2,155	-18%
Stony Creek	3,482	3,863	4,230	-18%
Indian Springs	2,603	3,063	3,149	-17%
Kensington	3,438	4,086	4,024	-15%
Huron Meadows	2,845	3,277	3,107	-8%
Hudson Mills	1,831	2,043	2,119	-14%
Willow	3,319	3,762	3,301	1%
Lake Erie	2,948	3,175	2,785	6%
Total Regulation	22,236	25,312	24,870	-11%
LSC Par 3	978	956	964	1%
LSC Foot Golf	131	146	49	169%
L. Huron Par 3	494	591	677	-27%
L. Huron Foot Golf	42	50	17	152%
Total Golf	23,881	27,055	26,577	-10%

GOLF Y-T-D	GOLF ROUNDS Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Wolcott Mill	13,445	13,269	13,302	1%
Stony Creek	27,538	27,053	28,515	-3%
Indian Springs	20,961	22,163	21,765	-4%
Kensington	26,576	27,464	26,511	0%
Huron Meadows	22,426	23,017	21,287	5%
Hudson Mills	14,485	15,683	14,946	-3%
Willow	22,651	20,935	18,887	20%
Lake Erie	22,591	22,708	20,307	11%
Total Regulation	170,673	172,292	165,522	3%
LSC Par 3	7,526	7,398	8,610	-13%
LSC Foot Golf	1,033	1,360	453	128%
L. Huron Par 3	3,957	4,425	5,042	-22%
L. Huron Foot Golf	776	579	193	302%
Total Golf	183,965	186,054	179,821	2%

AQUATICS THIS MONTH	PATRONS THIS MONTH			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	2,066	4,681	2,051	1%
Stony Creek Rip Slide	1,689	512	590	186%
KMP Splash	2,370	4,291	1,876	26%
Hudson Mills Rip Slide	107	411	137	-22%
Lower Huron	3,417	8,521	3,869	-12%
Willow	728	1,539	733	-1%
Lake Erie	1,326	3,513	1,739	-24%
TOTALS	11,703	23,468	10,995	6%

AQUATICS Y-T-D	PATRONS Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	50,880	56,318	45,020	13%
Stony Creek Rip Slide	34,828	26,374	37,359	-7%
KMP Splash	46,678	46,207	45,414	3%
Hudson Mills Rip Slide	2,857	4,762	1,587	80%
Lower Huron	97,033	96,069	92,228	5%
Willow	21,003	20,473	17,933	17%
Lake Erie	35,603	38,374	38,940	-9%
TOTALS	288,882	288,577	278,480	4%

MONTHLY REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 47,380	\$ 56,457	\$ 48,222	-2%
\$ 113,429	\$ 122,320	\$ 106,199	7%
\$ 70,793	\$ 76,074	\$ 72,059	-2%
\$ 92,893	\$ 100,042	\$ 97,739	-5%
\$ 81,472	\$ 86,850	\$ 81,237	0%
\$ 40,239	\$ 40,696	\$ 39,299	2%
\$ 87,668	\$ 90,001	\$ 81,613	7%
\$ 79,286	\$ 60,118	\$ 52,808	50%
\$ 613,159	\$ 632,559	\$ 579,177	6%
\$ 5,615	\$ 5,832	\$ 5,895	-5%
\$ 942	\$ 1,082	\$ 361	161%
\$ 3,288	\$ 3,778	\$ 4,301	-24%
\$ 287	\$ 321	\$ 107	168%
\$ 623,291	\$ 643,572	\$ 589,840	6%

GOLF REVENUE Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 368,420	\$ 318,323	\$ 279,383	32%
\$ 896,541	\$ 837,599	\$ 776,723	15%
\$ 520,186	\$ 530,094	\$ 518,404	0%
\$ 664,363	\$ 655,313	\$ 639,027	4%
\$ 617,985	\$ 583,222	\$ 551,489	12%
\$ 298,517	\$ 308,263	\$ 295,109	1%
\$ 636,416	\$ 561,620	\$ 538,949	18%
\$ 600,490	\$ 454,345	\$ 434,542	38%
\$ 4,602,919	\$ 4,248,779	\$ 4,033,626	14%
\$ 44,308	\$ 45,953	\$ 52,531	-16%
\$ 8,865	\$ 8,842	\$ 2,947	201%
\$ 27,056	\$ 29,373	\$ 32,506	-17%
\$ 4,711	\$ 3,674	\$ 1,225	285%
\$ 4,687,859	\$ 4,336,621	\$ 4,122,835	14%

MONTHLY REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 10,195	\$ 18,623	\$ 8,487	20%
\$ 8,282	\$ 2,702	\$ 2,336	254%
\$ 13,613	\$ 22,612	\$ 9,455	44%
\$ 870	\$ 3,066	\$ 1,022	-15%
\$ 36,382	\$ 86,125	\$ 37,960	-4%
\$ 4,663	\$ 7,197	\$ 3,650	28%
\$ 11,423	\$ 25,121	\$ 11,073	3%
\$ 85,428	\$ 165,446	\$ 73,983	15%

REVENUE Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 252,807	\$ 224,495	\$ 179,098	41%
\$ 182,464	\$ 139,497	\$ 113,671	61%
\$ 274,210	\$ 250,150	\$ 214,472	28%
\$ 20,392	\$ 33,736	\$ 11,245	81%
\$ 957,705	\$ 918,179	\$ 838,407	14%
\$ 106,496	\$ 98,888	\$ 87,454	22%
\$ 282,654	\$ 216,843	\$ 194,254	46%
\$ 2,076,728	\$ 1,881,788	\$ 1,638,602	27%

PARK	Seasonal Activities this Month			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair				
Welsh Center	4	7	7	-43%
Shelters	1	36	35	-97%
Boat Launches	587	680	835	-30%
Marina	655	687	449	46%
Mini-Golf	762	1,045	783	-3%
Wolcott				
Activity Center	10	10	9	11%
Stony Creek				
Disc Golf Daily	1,425	1,980	2,401	-41%
Disc Golf Annual	1	0	0	-
Total Disc Golf	1,426	1,980	2,401	-41%
Shelters	3	8	6	-53%
Boat Rental	1,479	1,599	989	50%
Boat Launches	114	102	123	-7%
Indian Springs				
Shelters	1	1	0	-
Event Room	5	8	7	-32%
Kensington				
Disc Golf Daily	2,206	2,412	3,023	-27%
Disc Golf Annual	1	2	1	50%
Total Disc Golf	2,207	2,414	3,024	-27%
Shelters	10	7	5	114%
Boat Rental	2,033	2,058	1,248	63%
Huron Meadows				
Shelters	1	0	0	-
Hudson Mills				
Disc Golf Daily	1,015	811	1,078	-6%
Disc Golf Annual	0	1	0	-
Total Disc Golf	1,015	812	1,078	-6%
Shelters	2	2	3	-33%
Canoe Rental	700	851	654	7%
Lower Huron / Willow / Oakwoods				
Shelters	4	4	4	9%
Lake Erie				
Shelters	3	0	1	200%
Boat Launches	1,150	1,452	1,506	-24%
Marina	13	7	7	93%

Monthly Revenue			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 3,500	\$ 1,400	\$ 2,017	74%
\$ 895	\$ 1,190	\$ 1,222	-27%
\$ -	\$ -	\$ -	-
\$ 3,670	\$ 3,816	\$ 2,951	24%
\$ 2,659	\$ 3,693	\$ 2,826	-6%
\$ 500	\$ 50	\$ 550	-9%
\$ 4,356	\$ 6,614	\$ 5,148	-15%
\$ 35	\$ -	\$ -	-
\$ 4,391	\$ 6,614	\$ 5,148	-15%
\$ 675	\$ 1,600	\$ 1,270	-47%
\$ 15,849	\$ 15,177	\$ 9,301	70%
\$ -	\$ -	\$ -	-
\$ 200	\$ 200	\$ -	-
\$ 9,462	\$ 8,696	\$ 8,832	7%
\$ 6,618	\$ 7,215	\$ 6,884	-4%
\$ 55	\$ 110	\$ 37	50%
\$ 6,673	\$ 7,325	\$ 6,920	-4%
\$ 2,250	\$ 1,575	\$ 1,025	120%
\$ 26,879	\$ 24,570	\$ 14,744	82%
\$ 200	\$ -	\$ -	-
\$ 3,045	\$ 2,433	\$ 2,426	25%
\$ -	\$ 55	\$ 18	-
\$ 3,045	\$ 2,488	\$ 2,445	25%
\$ 400	\$ 400	\$ 600	-33%
\$ 3,157	\$ 3,800	\$ 2,840	11%
\$ 850	\$ 850	\$ 750	13%
\$ 600	\$ -	\$ 217	177%
\$ -	\$ -	\$ -	-
\$ 20,424	\$ 18,777	\$ 15,221	34%



PARK	Seasonal Activities Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair				
Welsh Center	24	56	47	-49%
Shelters	240	491	431	-44%
Boat Launches	5,049	5,165	5,819	-13%
Marina	2,930	3,186	2,989	-2%
Mini-Golf	7,990	10,058	9,868	-19%
Wolcott				
Activity Center	89	87	82	8%
Stony Creek				
Disc Golf Daily	14,642	17,366	20,106	-27%
Disc Annual	133	105	82	62%
Total Disc Golf	14,775	17,471	20,188	-27%
Shelters	366	343	363	1%
Boat Rental	17,189	16,732	16,174	6%
Boat Launches	759	1,467	1,688	-55%
Indian Springs				
Shelters	53	62	56	-6%
Event Room	45	43	42	8%
Kensington				
Disc Golf Daily	20,433	22,057	26,184	-22%
Disc Annual	144	201	139	4%
Total Disc Golf	20,577	22,258	26,323	-22%
Shelters	341	429	415	-18%
Boat Rental	18,792	23,055	18,975	-1%
Huron Meadows				
Shelters	22	22	20	10%
Hudson Mills				
Disc Golf Daily	8,300	9,293	10,980	-24%
Disc Annual	118	161	131	-10%
Total Disc Golf	8,418	9,454	11,112	-24%
Shelters	97	99	111	-12%
Canoe Rental	6,348	5,617	5,687	12%
Lower Huron / Willow / Oakwoods				
Shelters	250	231	251	0%
Lake Erie				
Shelters	69	67	72	-4%
Boat Launches	12,936	12,030	12,430	4%
Marina	41	38	46	-11%

Seasonal Revenue Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 19,675	\$ 32,150	\$ 19,817	-1%
\$ 60,045	\$ 62,789	\$ 63,190	-5%
\$ -	\$ -	\$ -	-
\$ 24,486	\$ 21,180	\$ 22,664	8%
\$ 28,954	\$ 35,727	\$ 35,077	-17%
\$ 12,850	\$ 14,100	\$ 13,410	-4%
\$ 44,007	\$ 57,476	\$ 45,968	-4%
\$ 6,955	\$ 4,710	\$ 3,597	93%
\$ 50,962	\$ 62,186	\$ 49,565	3%
\$ 76,560	\$ 68,600	\$ 70,880	8%
\$ 183,186	\$ 176,389	\$ 149,058	23%
\$ -	\$ -	\$ -	-
\$ 6,650	\$ 7,100	\$ 8,167	-19%
\$ 91,416	\$ 58,868	\$ 59,477	54%
\$ 61,299	\$ 65,618	\$ 59,574	3%
\$ 7,600	\$ 6,681	\$ 5,523	38%
\$ 68,899	\$ 72,299	\$ 65,097	6%
\$ 88,985	\$ 96,475	\$ 90,115	-1%
\$ 237,767	\$ 243,462	\$ 213,503	11%
\$ 4,200	\$ 4,400	\$ 4,000	5%
\$ 24,900	\$ 27,879	\$ 25,058	-1%
\$ 6,290	\$ 7,835	\$ 6,242	1%
\$ 31,190	\$ 35,714	\$ 31,300	0%
\$ 19,400	\$ 19,800	\$ 22,083	-12%
\$ 27,722	\$ 24,706	\$ 25,398	9%
\$ 54,075	\$ 50,600	\$ 54,808	-1%
\$ 15,500	\$ 14,200	\$ 14,600	6%
\$ -	\$ -	\$ -	-
\$ 167,685	\$ 149,550	\$ 158,202	6%

INTERPRETIVE FACILITIES

PARK	Monthly Patrons Served			
	(total program participants and non-program visitors)			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	11,751	12,435	11,993	-2%
Wolcott Mill	2,802	7,961	7,035	-60%
Wolcott Farm	3,619	20,730	10,633	-66%
Stony Creek	15,983	14,107	14,869	7%
Eastern Mobile Center	2,591	0	2,591	0%
Indian Springs	7,320	6,673	7,527	-3%
Kens NC	31,560	22,373	26,493	19%
Kens Farm	23,422	33,110	30,610	-23%
Western Mobile Center	358	7,348	3,698	-90%
Hudson Mills	2,810	4,186	3,825	-27%
Oakwoods	13,078	15,393	14,419	-9%
Lake Erie	11,972	12,726	14,104	-15%
Southern Mobile Center	890	0	890	0%
Totals	128,156	157,042	148,688	-14%

YTD Patrons Served			
(total program participants and non-program visitors)			
Current	Previous	Prev 3 Yr Avg	Change from Average
125,727	110,255	114,704	10%
33,502	31,723	34,793	-4%
64,808	87,667	79,166	-18%
152,043	130,017	132,821	14%
8,021	0	8,021	0%
69,201	72,113	73,865	-6%
221,377	209,749	212,247	4%
233,588	256,740	243,896	-4%
12,134	32,453	21,420	-43%
30,452	37,434	34,729	-12%
120,951	105,063	112,294	8%
82,129	51,233	82,406	0%
7,071	0	7,071	0%
1,161,004	1,124,447	1,157,433	0%

PARK	Monthly Revenue			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	\$ 421	\$ 1,065	\$ 777	-46%
Wolcott Mill	\$ 1,283	\$ 1,193	\$ 1,233	4%
Wolcott Farm	\$ 3,849	\$ 1,208	\$ 1,546	149%
Wagon Rides	\$ 541	\$ 519	\$ 511	6%
Livestock/Produce	\$ 1,932	\$ 1,587	\$ 3,795	-49%
FARM TOTAL	\$ 6,322	\$ 3,314	\$ 5,853	8%
Stony Creek	\$ 1,535	\$ 1,341	\$ 1,776	-14%
Indian Springs	\$ 1,325	\$ 753	\$ 2,340	-43%
Kens NC	\$ 440	\$ 1,253	\$ 1,911	-77%
Kens Farm	\$ 942	\$ 2,435	\$ 1,779	-47%
Wagon Rides	\$ 3,710	\$ 4,420	\$ 4,445	-17%
Livestock/Produce	\$ 93	\$ 1,324	\$ 873	-89%
FARM TOTAL	\$ 4,745	\$ 8,179	\$ 7,098	-33%
Mobile Center	\$ 850	\$ 350	\$ 1,099	-23%
Hudson Mills	\$ 1,571	\$ 811	\$ 1,034	52%
Oakwoods	\$ 1,427	\$ 1,816	\$ 1,823	-22%
Lake Erie	\$ 2,594	\$ 2,667	\$ 1,232	111%
Totals	\$ 22,514	\$ 22,742	\$ 26,175	-14%

YTD Revenue			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 22,661	\$ 21,741	\$ 17,957	26%
\$ 10,053	\$ 9,241	\$ 7,644	32%
\$ 49,027	\$ 47,700	\$ 44,496	10%
\$ 8,489	\$ 3,912	\$ 3,427	148%
\$ 20,333	\$ 23,841	\$ 33,187	-39%
\$ 77,849	\$ 75,453	\$ 81,109	-4%
\$ 22,516	\$ 21,036	\$ 19,877	13%
\$ 29,352	\$ 30,524	\$ 32,427	-9%
\$ 20,106	\$ 19,366	\$ 19,094	5%
\$ 70,172	\$ 48,174	\$ 42,723	64%
\$ 24,511	\$ 19,964	\$ 22,192	10%
\$ 14,188	\$ 15,708	\$ 13,062	9%
\$ 108,871	\$ 83,846	\$ 77,977	40%
\$ 17,001	\$ 14,378	\$ 14,969	14%
\$ 12,071	\$ 11,645	\$ 11,734	3%
\$ 12,417	\$ 14,509	\$ 14,321	-13%
\$ 9,033	\$ 10,678	\$ 8,390	8%
\$ 341,930	\$ 312,417	\$ 305,499	12%

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	37	1,857	55	2,439	14	315	3	1,722
Wolcott Mill	8	702	7	287	2	2,100	3	3,300
Wolcott Farm	11	719	12	296	2	2,900	10	12,700
Stony Creek	31	709	40	802	10	160	-	-
Eastern Mobile Center					24	2,566	-	-
Indian Springs	21	383	23	421	1	100	-	-
Kens NC	22	2,085	19	3,065	-	-	-	-
Kens Farm	74	910	163	3,345	-	-	-	-
Western Mobile Center					6	358	43	7,348
Hudson Mills	1	13	5	104	9	297	13	582
Oakwoods	31	701	59	1,574	2	47	-	-
Lake Erie	60	2,201	64	3,135	-	-	-	-
Southern Mobile Center					10	890	-	-
Totals	296	10,280	447	15,468	80	9,733	72	25,652

BREAKDOWN OF ATTENDANCE	OTHER VISITORS (Non-programs)	
	Current	Previous
Lake St Clair	9,579	8,274
Wolcott Mill	-	4,374
Wolcott Farm	-	7,734
Stony Creek	15,114	13,305
Indian Springs	6,837	6,252
Kens NC	29,475	19,308
Kens Farm	22,512	29,765
Hudson Mills	2,500	3,500
Oakwoods	12,330	13,819
Lake Erie	9,771	9,591
Totals	108,118	115,922

"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.