

AGENDA
Huron-Clinton Metropolitan Authority
Board of Commission Meeting
November 13, 2014 – Following Budget Hearing
Administrative Office

1. Chairman's Statement
2. Public Participation
3. Minutes – Oct. 9, 2014 Regular Meeting and Closed Sessions; Oct. 23, 2014 Special Meeting
4. Approval – November 13, 2014 Agenda

Consent Agenda

5. **Approval – November 13, 2014 Consent Agenda**
 - a. Vouchers – October 2014
(Rebecca Franchock, 810-494-6047)
 - b. Financial Statements – October 2014
(Rebecca Franchock, 810-494-6047)
 - c. 2014 Pension Contribution
(Rebecca Franchock, 810-494-6047)
 - d. 2014 Retiree Health Care Trust Contribution
(Rebecca Franchock, 810-494-6047)
 - e. Update – Retiree Health Care Trust Restatement
(Rebecca Franchock, 810-494-6047)
 - f. Approval – Amended 2015 Fees and Charges
(George Phifer, 810-494-6046)
 - g. Update – 2015 Fireworks Schedule
(George Phifer, 810-494-6046)
 - h. Approval – Chief Pontiac Programs Committee Amendment to Contract, Kensington Metropark (Joe Colaianne, 810-494-6032)
 - i. Approval – TIFA Exemption, City of Allen Park Brownfield Redeployment Authority
(Joe Colaianne, 810-494-6032)
 - j. Approval – Utility and Drainage Easement (YMCA, Milford), Kensington Metropark
(Joe Colaianne, 810-494-6032)
 - k. Proposal – Washago Pond Dam Investigation, Willow Metropark
(Mike Brahm-Henkel. 810-494-6057)
 - l. Proposal – Vehicular and Pedestrian Bridge Inspections, All Locations
(Mike Brahm-Henkel. 810-494-6057)

Regular Agenda

6. 2015 Budget Approval and Resolution
(Rebecca Franchock, 810-494-6047)
7. Interim Director's Contract
8. Legislative Report

AGENDA
Huron-Clinton Metropolitan Authority
Board of Commission Meeting
November 13, 2014 – Following Budget Hearing
Administrative Office
Page Two

9. Reports

A. Lake St. Clair Metropark

1. Property Acquisition
(Paul Muelle, 810-494-6052)

B. Administrative Office

1. Update – MDNR Trust Fund Grant/Washtenaw County Border-to-Border Trail
(Tim Phillips, 810-494-6074)
2. Update – Property Leases
(Paul Muelle, 810-494-6052)
3. Update – Grassland Management Plan
(Ryan Colliton, 810-494-6087)
4. Update – Development Activities
(Molly Bell, 810-494-6041)

9. Staff Officer Update

10. Other Business

11. Commissioner Comments

12. Motion to Adjourn

A combined *Pension Committee and Retiree Health Care Trust* meeting will take place prior to the Thursday, Nov. 13, 2014 Board meeting beginning at 9:00 a.m. at the Administrative Office.

The next regular Board of Commissioners meeting will take place:
Thursday, Dec. 11, 2014 at 10:30 a.m. at the Administrative Office Building



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Rebecca Franchock, Controller
Re: 2014 Actuarial Valuation - Pension Contribution
Date: November 5, 2014

Action Requested: Motion to Approve

That the Board of Commissioners approve the transfer of \$3.1 million to the Pension Fund as recommended by Controller Franchock.

Background: In order to facilitate the change in plan year from October 1 - September 31 to January 1 - December 31, the pension plan will have a short year running from Oct. 1, 2014 through Dec. 31, 2014.

Rather than incur the cost of a full valuation for the short year at this time and then repeat the process and cost in January 2015, the Metroparks have received a letter from Gabriel, Roeder, Smith and company recommending a contribution of approximately one-quarter of the normal amount.

The Metroparks Board approved 2014 budget includes \$3.1 million for pension funding. The Board has repeatedly expressed concern regarding the funding level for the Pension fund. Funds invested in the Trust have the advantage of being invested and working at a more effective rate than funds in the Metroparks general fund. This could have the effect of effectively reducing future contributions; and it is recommended that the full budgeted contribution amount be completed at this time.

It is anticipated the Pension Committee will recommend the Board approve this action at the Pension Committee meeting prior to the Nov. 13 regular board meeting.

Attachment: Gabriel, Roeder, Smith and Company Valuation Letter



October 31, 2014

Ms. Rebecca L. Franchock
Chief Accountant
Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
Brighton, Michigan 48114-9058

Re: Short Plan Year for Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Retiree Health Care Plan

Dear Ms. Franchock:

As requested, this letter discusses funding issues related to the short plan year from October 1, 2014 - December 31, 2014 for the Huron-Clinton Metropolitan Authority Employees' Retirement Plan ("Retirement Plan") and the Huron-Clinton Metropolitan Authority Retiree Health Care Plan ("Retiree Health Care Plan").

BACKGROUND

In accordance with the 2014 Retirement Plan restatement you forwarded in August, we understand that the Plan Year is changing from October 1st – September 30th to a calendar year basis. As such, the new Plan Year will coincide with the calendar Fiscal Year going forward. Therefore, there will be a short Plan Year during October 1, 2014 - December 31, 2014. We further understand that the change in Plan Year impacts both the Retirement Plan and the Retiree Health Care Plan.

SHORT PLAN YEAR CONTRIBUTIONS

Retirement Plan

The October 1, 2013 annual actuarial valuation developed the contribution for the Plan Year ending September 30, 2014 in the amount of \$3,029,289 (reduced by any expected member contributions to determine the employer contribution). Therefore, a recommended contribution amount for the October 1, 2014 - December 31, 2014 short Plan Year equals \$757,322 (reduced by any expected member contributions to determine the employer contribution).

We will perform our next full valuation of the Retirement Plan as of December 31, 2014, which will develop the contribution for the 2015 calendar year (and plan year/fiscal year).

Ms. Rebecca L. Franchock
October 31, 2014
Page 2

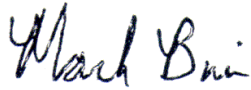
Retiree Health Care Plan

The October 1, 2013 annual actuarial valuation developed the contribution for the Plan Year ending September 30, 2014 in the amount of \$1,432,112 and the contribution for the Plan Year ending September 30, 2015 in the amount of \$1,424,924. Therefore, a recommended contribution amount for the October 1, 2015 - December 31, 2015 short Plan Year equals \$356,231.

We will perform our next full valuation of the Retiree Health Care Plan as of December 31, 2015, which will develop the contribution for the 2016 calendar year (and plan year/fiscal year).

Your questions and comments are welcome.

Sincerely,

A handwritten signature in black ink that reads "Mark Buis". The signature is written in a cursive, slightly slanted style.

Mark Buis

MB:sc



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Rebecca Franchock, Controller
Re: 2014 Actuarial Valuation - RHCT Contribution
Date: November 5, 2014

Action Requested: Motion to Approve

That the Board of Commissioners approve the transfer of \$2.5 million to the Retiree Health Care Trust Fund as recommended by Controller Franchock.

Background: In order to facilitate the change in plan year from October 1 - September 31 to January 1 - December 31, the Retiree Health Care Trust will have a short year running from Oct. 1, 2014 through Dec. 31, 2014. Governmental Accounting Standards Board (GASB) Statement no. 45 requires that an actuarial valuation be done at least every two years for other post-employment benefit plans (OPEB's). In October 2013, Gabriel, Roeder, Smith and company produced an actuarial valuation for 2013 and 2014. The annual required contribution (ARC) for 2014 in this report was \$1,424,924.

The Metroparks Board approved 2014 budget was prepared prior to receiving this information and includes \$2.5 million for Retiree Health Care funding based on the previous valuation reports which included ARC's of \$2.5 million for 2011 and 2012. The decrease in the ARC in the 2013 report was driven by (1) the full recognition of the change in retiree health benefits implemented in July 2010 (Medicare Advantage vs. PPO); and (2) favorable plan investment results.

The Board has expressed concern regarding the funding level for the Retiree Health Care Trust. Funds invested in the Trust have the advantage of being invested and working at a more effective rate than funds in the Metroparks general fund. This could have the effect of effectively reducing future contributions; and it is recommended that the full budgeted contribution amount be completed at this time.

It is anticipated that the RHCT Board will recommend the Board of Commissioners approve this action at the Retiree Health Care Trust meeting prior to the Nov. 13 regular board meeting.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Rebecca Franchock, Controller
 Re: Retiree Health Care Trust Restatement
 Date: October 30, 2014

Action Requested: Motion to Approve

That the Board of Commissioners approve the restatement of the Retiree Health Care Trust as recommended by the Retiree Health Care Trust Board of Trustees.

Background: On Oct. 1, 2005, the Authority approved a Retiree Health Care Benefits Plan and Retiree Health Care Trust. From time-to-time the Plan has been amended. A subcommittee comprised of Rebecca Franchock (RHCT Plan Administrator), Joseph Colaianne (HCMA Corporate Counsel) and James Van Leuven (consultant) was formed to review and update the Plan to effectuate the changes directed by the Authority Board and to comply with federal and state law and regulations. Working with attorney, Thomas Michaud of Van Overbeke, Michaud and Timony, PC the subcommittee proposed the adoption of the Restatement of the HCMA's Retiree Health Care Benefits Plan and Trust, to be effective October 1, 2013.

The proposed Restatement of the Plan does the following:

1. Restricts participation in the Plan to full-time employees hired prior to January 1, 2009;
2. Increases the representation of the Retiree Health Care Trust Board from six (6) to seven (7) voting members by adding a member to represent the retired HCMA employees;
3. Allows the Pension Committee to utilize professional investment managers, attorneys, consultants and a custodian; and
4. Updates the Plan for compliance with federal and state law and regulations and contract obligations.

It is anticipated the Retiree Health Care Trust Board of Trustees will recommend the Board of Commissioners approve this action at the RHCT meeting prior to the Nov. 13 regular Board meeting.

**Attachment: RHCT Restatement Resolution
 Restatement Plan**

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

**BOARD OF COMMISSIONERS ADOPTION OF THE AMENDMENT AND RESTATEMENT OF
THE HURON-CLINTON METROPOLITAN AUTHORITY EMPLOYEES'
RETIREE HEALTH CARE BENEFITS PLAN AND TRUST
EFFECTIVE OCTOBER 1, 2013 ("PLAN")**

RESOLUTION

Upon motion made by _____,

Supported by _____,

The following Resolution was adopted:

WHEREAS, HURON-CLINTON METROPOLITAN AUTHORITY (the "Authority"), is a Michigan public body corporate (sometimes referred to as the "Plan Sponsor"), adopted a retiree health care benefits plan and trust intended to be "tax-qualified" as that term is used in the Internal Revenue Code of 1986, as amended, for the benefit of its eligible employees, effective October 1, 2005 and now known as the HURON-CLINTON METROPOLITAN AUTHORITY RETIREE HEALTH CARE BENEFITS PLAN AND TRUST ("Plan"); and

WHEREAS, effective October 1, 2005, the Authority entered into an Agreement by which was created the Huron-Clinton Metropolitan Authority Retiree Health Care Benefits Plan and Trust; and

WHEREAS, the Authority reserved the right to amend the Agreement as it may deem advisable as provided and under conditions prescribed therein; and

WHEREAS, the Authority has determined it is necessary to restate the Plan in its entirety; and

WHEREAS, the Authority has restricted participation to employees hired before Jan. 1, 2009; and

WHEREAS, the Authority has the power to amend and restate the Plan in its entirety, in the manner and to the extent hereinafter set forth.

THIS AGREEMENT, as to the amendment and restatement of the Plan will not affect such prior Agreement provisions except as specifically stated herein.

NOW, THEREFORE, in consideration of the foregoing, the Authority hereby amends and restates the HURON-CLINTON METROPOLITAN AUTHORITY RETIREE HEALTH CARE BENEFITS PLAN AND TRUST, effective as of October 1, 2013 (except as otherwise noted) in the following manner:

The following aye votes were recorded: _____

The following nay votes were recorded: _____

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority on Thursday, November 13, 2014.

Joseph W. Colaianne, Recording Secretary

HURON-CLINTON METROPOLITAN AUTHORITY RETIREE HEALTH CARE BENEFITS PLAN AND TRUST

GENERAL PROVISIONS

1:100. Purpose.

The Plan and Trust is created, under the authority of the Public Employee Health Care Fund Investment Act, Public Act 149 of 1999 (MCL 38.1211 et seq.), and shall constitute a governmental trust pursuant to Section 115 of the Internal Revenue Code of 1986, as amended. The Plan and Trust is established to allow for the Huron-Clinton Metropolitan Authority's funding of required retiree health care benefits, an essential governmental function and is created for the exclusive purpose of providing health care, dental, optical and life insurance benefits or such other benefits approved by the Huron-Clinton Metropolitan Authority ("Authority") (which may include hospitalization, medical, dental, optical and life insurance) or approved by Collective Bargaining Agreements or personal services contracts for the welfare of certain Retirees of the Huron-Clinton Metropolitan Authority who are eligible to receive a retirement benefit from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement and the eligible Spouses and eligible Dependents of such Retirees through a group health and insurance benefits plan. Benefits shall be provided through policies issued by duly licensed commercial insurance companies, through a fund of self-insurance, or through any other lawful means of providing group health, dental, optical and life insurance in accordance with Authority decisions and in accordance with any and all Collective Bargaining Agreements between the Authority and applicable Collective Bargaining Associations and personnel policies or personal services contracts for any non-union employees, for the benefit of Authority Retirees and beneficiaries who are eligible to participate in accordance with the Plan for such benefits under the rules and regulations established by the Trustees.

The Authority intends the benefits to be provided by the establishment and maintenance of a Plan and Trust in conformance with all applicable federal statutes and regulations, state and local law.

The Authority reserves the right to enter into insurance agreements, and to modify, alter or amend such agreements from time to time, with commercial insurance carriers, health maintenance organizations, preferred provider organizations or any other qualified entity currently existing or created for the purpose of providing benefits under the Plan.

1:101. Short Title.

This Plan may be known and cited as the Huron-Clinton Metropolitan Authority Retiree Health Care Benefits Plan and Trust ("Plan").

1:102. Interpretation and law; Construction.

The Plan and Trust is established in accordance with the Public Employee Health Care Fund Investment Act, Public Act 149 of 1999 (MCL 38.1211 et seq.), shall be administered consistent with applicable federal and Michigan law, and shall constitute a Section 115 governmental trust. The Plan and Trust is intended to qualify as an accident and health plan and a group health plan under applicable provisions of the Internal Revenue Code, (Sections 105, 106,

and 162), the regulations promulgated under each, and applicable federal and Michigan law. If any provisions of the Plan shall be, for any reason, invalid or unenforceable, the remaining provisions nevertheless shall be carried into effect.

Neither the establishment of the Plan nor the Trust nor any modification thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any person covered under the Plan and Trust or other person any legal or equitable right against the Authority, its elected or appointed officials or employees, the Trustees or any individual Trustee, except as may otherwise be provided in this Plan.

Neither the Authority nor the Trustees shall be responsible for the validity of any Insurance Agreement issued in connection with the Plan or for the failure on the part of the Insurer to make payments provided by such Insurance Agreement, or for the action of any person which may delay payment or render an Insurance Agreement null and void or unenforceable in whole or in part.

1:103. Collective Bargaining Agreements.

The benefit provisions of this Plan are subject to relevant provisions of applicable Collective Bargaining Agreements between the Authority and the various Collective Bargaining Associations of the Authority. The provisions of a Collective Bargaining Agreement relative to retiree health care benefits are controlling in the event of a conflict between the terms of the Collective Bargaining Agreement and the Plan.

Nothing contained in this Plan shall be deemed to modify or limit in any way the rights that the parties to the Collective Bargaining Agreement may have, any supplements or memoranda thereto, or any arbitrator's award to enforce the terms of the Plan, inclusive of the collection of any amounts due to the Plan and the right of the parties to sue for same.

1:104. Personnel Policies.

The benefit provisions of this Plan are subject to relevant provisions of any personnel policies that the Authority may have for Non-Union Employees and/or personal service contracts between the Authority and an individual employee. The provisions of any personnel policies for Non-Union Employees and/or personal service contracts relative to retiree health care benefits are controlling in the event of a conflict between the terms of the Personnel Policies or applicable personal service contract and the Plan.

1:105. Definitions.

For the purposes of this Plan and Trust, the following words shall have the meanings respectively ascribed to them by this section:

- (1) *Base Plan* means the benefits in effect for active employees of the applicable collective bargaining unit, as provided by the policy or the comprehensive program currently in place for active employees (exclusive of HMO, PPO and other alternative plans) or by any such higher benefit than that benefit offered to active employees, offered by the Authority, at the discretion of the Authority. Pursuant to the terms of an applicable Collective Bargaining Agreement, upon the retiree or spouse's attainment of Medicare eligibility, the Base Plan shall be a secondary, complimentary plan to Medicare which shall be the primary plan.

- (2) *Authority* means the Huron-Clinton Metropolitan Authority.
- (3) *Code* means the Internal Revenue Code of 1986, as amended. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provision of any legislation which amends or replaces such section or subsection.
- (4) *Collective Bargaining Agreements* means any written agreement, supplemental agreement, memorandum of understanding, final arbitrator's decision, judicial decision or decision of any public board or agency, by and between applicable Collective Bargaining Associations and the Authority, and any amendments, continuations, or renewals, which require the Authority or any other entity to make payments into group health insurance programs for employees of the Authority.
- (5) *Collective Bargaining Associations* means those associations which have negotiated to participate in this Plan.
- (6) *Contributions* means the payment to be made to the Trust by the Authority under the terms of the Plan and Trust for the purpose of providing group health insurance for Retirees and beneficiaries covered by the Plan.
- (7) *Dependent* generally means a Participant's or Retiree's unmarried child until the end of the year in which he or she reaches age 26 and a Participant's or Retiree's unmarried child who is totally and permanently disabled by either a physical or mental condition prior to age 26. (The Base Plan definition of Dependent above applies unless the Participant or Retiree selects an alternate insurance policy offered by the Authority, in which case the definition is controlled by the insurance policy covering the Participant or Retiree, which may or may not vary from the definition listed above.)
- (8) *Effective Date* means October 1, 2005.
- (9) *Employee* means a person employed by the Authority on a full-time basis who meets one of the following requirements:
 - (a) A non-union person employed by the Authority;
 - (b) A person employed by the Authority who is a member of a Collective Bargaining Association which has negotiated to participate in this Plan.

Employee shall not include part-time employees, retired employees, persons employed on a retainer or fee basis, and persons on the Board of Commissioners.
- (10) *Family Continuation Dependent* generally means an unmarried child of a Participant or Retiree through the end of the calendar year in which he or she reaches age 26. (The Base Plan definition of Family Continuation Dependent above applies unless the Participant or Retiree selects an alternate insurance policy offered by the Authority, in which case the definition is controlled by the insurance policy covering the Participant or Retiree, which may or may not vary from the definition listed above.)
- (11) *Health Care Benefits* means group health care, dental, optical and life insurance benefits as currently provided and any other future health care related benefits as may be determined to be part of the Plan pursuant to Authority decisions and/or Collective Bargaining Agreements.

- (12) *Insurance Agreement* means the insurance plan(s) and any amendment(s) thereto, including any substitute insurance agreement with a commercial insurance carrier, health maintenance organization, preferred provider organization, or any other qualified entity currently existing or created for the purpose of providing benefits under the Plan. The term “Insurance Agreement” shall include the plural where applicable.
- (13) *Insurance Carrier* means a commercial health insurance carrier, health maintenance organization, preferred provider organization or other qualified entity designated by the Authority to provide benefits under the Plan.
- (14) *Major Life Event Changes* means birth of a child, legal adoption, legal separation, divorce, legal guardianship, death, or marriage of a dependent child.
- (15) *Participant* means an Employee who was hired before January 1, 2013 and: (a) is a member of the Huron-Clinton Metropolitan Authority Employees’ Retirement Plan and Trust Agreement and whose participation has not terminated under other applicable provisions of the Plan; or (b) is an employee granted health coverage under a separation agreement, settlement or court order. No person shall be considered a Participant of the Plan who is compensated for services to the Authority on a fee or independent contractual basis. In all cases of doubt, the Board of Trustees shall decide who is a Participant within the meaning of the provisions of this Plan and Trust provided such decision is consistent with any established Authority policy.
- (16) *Plan* means the Huron-Clinton Metropolitan Authority Retiree Health Care Benefits Plan and Trust as described in this document and any subsequent amendments, and any Insurance Agreement(s), Collective Bargaining Agreements, personnel policies, or other applicable insurance policy documents incorporated by reference into the Plan. A description of the health benefits provided to Retirees, Spouses and Dependents under this plan is maintained by the Plan Administrator.
- (17) *Plan Administrator* means the person, persons, firm, corporation or insurance company or companies, appointed by the Authority to administer the Plan. The Plan Administrator shall be the Controller of the Authority unless another individual is appointed by the Authority. The Plan Administrator shall be responsible for the day-to-day operations of the Plan who shall carry out the directives of the Board of Trustees.
- (18) *Plan Year* means the period commencing on ~~October 1~~ January 1 and ending on ~~September 30~~ December 31 of each year.
- (19) *Qualified Beneficiary* means any person satisfying the benefit eligibility requirements of the Plan and shall be in accordance with the resolutions and decisions of the Trustees.
- (20) *Retiree* means an individual who meets the following requirements or who satisfies the requirements of a collective bargaining agreement, personnel policy or personal services contract
- (a) For members of Benefit group Park Superintendent/Department Head Bargaining Unit –
- (i) *For Retirees who were hired prior to March 14, 1991:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees’ Retirement Plan and Trust Agreement

who retired from employment with the Authority who upon termination of employment and had accrued a minimum of ten (10) years of continuous, full-time service with the Authority; or

- (ii) *For Retirees who were hired on or after March 14, 1991 through December 31, 2003:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of ten (10) years of continuous, full-time service with the Authority for purposes of hospitalization and medical benefits. The service requirement for optical and dental insurance shall be twenty-five (25) years of continuous, full-time service with the Authority; or
- (iii) *For Retirees who were hired on or after January 1, 2004 through December 31, 2012:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority.
- (iv) Individuals hired on or after January 1, 2013 are not eligible for benefits from the Plan.

(b) For members of Benefit group Professional Bargaining Unit –

- (i) *For Retirees who were hired prior to March 14, 1991:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of ten (10) years of continuous, full-time service with the Authority; or(ii) *For Retirees who were hired on or after March 14, 1991 through December 31, 2003:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of ten (10) years of continuous, full-time service with the Authority for purposes of hospitalization and medical benefits. The service requirement for optical and dental insurance shall be twenty-five (25) years of continuous, full-time service with the Authority; or
- (iii) *For Retirees who were hired on or after January 1, 2004 through December 31, 2012:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority.

- (iv) Individuals hired on or after January 1, 2013 are not eligible for benefits from the Plan.(c) For members of Benefit group Supervisory Bargaining Unit –
- (i) *For Retirees who were hired prior to March 14, 1991:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of ten (10) years of continuous, full-time service with the Authority; or
 - (ii) *For Retirees who were hired on or after March 14, 1991 through December 31, 2003:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of ten (10) years of continuous, full-time service with the Authority for purposes of hospitalization and medical benefits. The service requirement for optical and dental insurance shall be twenty-five (25) years of continuous, full-time service with the Authority; or
 - (iii) *For Retirees who were hired on or after January 1, 2004 through December 31, 2012:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority.
- (iv) Individuals hired on or after January 1, 2013 are not eligible for benefits from the Plan.
- (d) For members of Benefit group Non-Supervisory Bargaining Unit –
- (i) *For Retirees who were hired prior to March 14, 1991:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of ten (10) years of continuous, full-time service with the Authority; or
 - (ii) *For Retirees who were hired on or after March 14, 1991 through December 31, 2003:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of ten (10) years of continuous, full-time service with the Authority for purposes of hospitalization and medical benefits. The service requirement for optical and dental insurance shall be twenty-five (25) years of continuous, full-time service with the Authority; or
 - (iii) *For Retirees who were hired on or after January 1, 2004 through December 31, 2012:* an individual receiving a retirement benefit allowance from the

Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority.

- (iv) Individuals hired on or after January 1, 2013 are not eligible for benefits from the Plan.

(e) For members of Benefit group Police Officers Association of Michigan Bargaining Unit –

- (i) *For Retirees who were hired prior to October 10, 1991:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of ten (10) years of continuous, full-time service with the Authority; or
- (ii) *For Retirees who were hired on or after October 10, 1991 through December 31, 2003:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of ten (10) years of continuous, full-time service with the Authority for purposes of hospitalization and medical benefits. The service requirement for optical and dental insurance shall be twenty-five (25) years of continuous, full-time service with the Authority; or
- (iii) *For Retirees who were hired on or after January 1, 2004 through December 31, 2012:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority.
- (iv) Individuals hired on or after January 1, 2013 are not eligible for benefits from the Plan.

(f) For members of Benefit group Non-union employees –

- (i) *For Retirees who were hired prior to March 14, 1991:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of ten (10) years of continuous, full-time service with the Authority; or
- (ii) *For Retirees who were hired on or after March 14, 1991 through December 31, 2003:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who

upon termination of employment and had accrued a minimum of ten (10) years of continuous, full-time service with the Authority for purposes of hospitalization and medical benefits. The service requirement for optical and dental insurance shall be twenty-five (25) years of continuous, full-time service with the Authority; or

(iii) *For Retirees who were hired on or after January 1, 2004 through December 31, 2012:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority.

(iv) Individuals hired on or after January 1, 2013 are not eligible for benefits from the Plan.

(21) *Retirement Plan* means the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement.

(22) *Spouse* means a Participant's or Retiree's spouse by legal marriage who is Participant's spouse on the date the Participant retires from employment with the Authority.

(23) *Trust* means the Declaration of Trust of the Huron-Clinton Metropolitan Authority Retiree Health Care Benefits Plan as provided for in this Plan.

(24) *Trustee(s) or Board* means the Board of Trustees of the Trust or a member of the Board of Trustees of the Trust as provided for in this Plan.

1:106. Notice.

Notice given to all interested parties shall, unless otherwise specified in this Plan, be sufficient if in writing and delivered or sent by prepaid first class mail. Except as otherwise noted, the distribution or delivery of any statements or documents required under the Plan and Trust shall be sufficient if delivered in person or prepaid first class mail.

1:107. Reporting and Disclosure.

The Board and the Plan Trustees, or their respective designees, shall complete and provide to Participants, Retirees, Spouses and/or Dependents and to the appropriate government agencies any reports as may be required by the Code, applicable federal, state or local law.

1:108. Amendments.

The provisions of the Plan and Trust may be amended at anytime by the Authority's Board of Commissioners in accordance with applicable law.

HEALTH CARE BENEFIT PLAN

1:200 Benefit Groups

(1) Composition of.

The following benefit groups are designated for the purpose of determining benefit eligibility conditions, benefit amounts, and member contribution rates.

- (a) Benefit group *Park Superintendent/Department Head Bargaining Unit* - All employees who are members of the Park Superintendent/Department Head Bargaining Unit of the Huron-Clinton Metropolitan Authority Employees Association.
- (b) Benefit group *Professional Bargaining Unit* - All employees who are members of the Professional Bargaining Unit of the Huron-Clinton Metropolitan Authority Employees Association.
- (c) Benefit group *Supervisory Bargaining Unit* - All employees who are members of the Supervisory Bargaining Unit of the Huron-Clinton Metropolitan Authority Employees Association.
- (d) Benefit group *Non-Supervisory Bargaining Unit* - All employees who are members of the Non-Supervisory Bargaining Unit of the Huron-Clinton Metropolitan Authority Employees Association.
- (e) Benefit group *Police Officers Association Bargaining Unit* - All employees who are members of the Police Officers Association of Michigan.
- (f) Benefit group *Non-union Employees* - All employees who are not a part of a collective bargaining unit as described above who are eligible for benefits under this Plan.

In case of doubt, the Board of Trustees shall determine the benefit group(s) that applies to a particular member.

- (2) Benefit eligibility conditions shall be those applicable to the member's benefit group at the time of that member's termination of employment.

1:201. Eligibility

In order to be eligible for post-retirement health care benefits during any Plan Year, an individual must:

- (1) Be a Retiree of the Authority that had been a Participant of this Plan; and
 - (a) have been an Employee on the date preceding the effective date of the Retiree's retirement and commencement of benefits from the Authority; or
 - (b) have met the requirements of the member's benefit group as described in Section 1:105(20); or
- (2) be a Retiree, who was a Participant of the Plan, receiving duty and/or non-duty disability benefits from the Retirement Plan; or
- (3) be a Retiree who was in receipt of benefits at the Effective Date of this Plan; or
- (4) be a Spouse of an individual who meets the eligibility requirements in subsection (1) above, provided that, in the case of a surviving Spouse, if the Employee had married within

the five (5) year period prior to the Employee's retirement date, medical coverage shall be continued only for the life of the Retiree plus three (3) years thereafter. Dental and optical coverage for a surviving spouse shall be provided for three (3) years following the death of the retiree.

A Spouse of a Retiree who was hired on or after March 14, 1991 (October 10, 1991 for members of the Police Officers Association of Michigan) through December 31, 2008, shall be eligible for medical coverage only if the retiree retired with a minimum of twenty-five (25) years of continuous, full-time service with the Authority.

The cost of Spousal coverage shall be in accordance with Section 1:208 unless otherwise provided by an applicable Collective Bargaining Agreement or decision of the Authority; or

- (5) be a Dependent of an individual who meets the eligibility requirements in subsection (1) above, provided that, in the case of a surviving Dependent, dental and optical coverage shall be provided for three (3) years following the death of the retiree.

A Dependent of a Retiree who was hired on or after March 14, 1991 (October 10, 1991 for members of the Police Officers Association of Michigan) through December 31, 2008, shall be eligible for medical coverage only if the retiree retired with a minimum of twenty-five (25) years of continuous, full-time service with the Authority.

The cost of Dependent coverage shall be in accordance with Section 1:208 unless otherwise provided by an applicable Collective Bargaining Agreement or decision of the Authority; or

- (6) be a Family Continuation Dependent of an individual who meets the eligibility requirements in subsection (1) above, provided that, in the case of a surviving Family Continuation Dependent, dental and optical coverage shall be provided for three (3) years following the death of the retiree.

A Family Continuation Dependent of a Retiree who was hired on or after March 14, 1991 (October 10, 1991 for members of the Police Officers Association of Michigan) through December 31, 2008, shall be eligible for medical coverage only if the retiree retired with a minimum of twenty-five (25) years of continuous, full-time service with the Authority.

The cost of Family Continuation Dependent coverage shall be in accordance with Section 1:208 unless otherwise provided by an applicable Collective Bargaining Agreement or decision of the Authority; or

- (7) be an individual granted health coverage under a settlement agreement between the Authority and the individual; or
- (8) be an individual granted health coverage under a court order entered pursuant to applicable law, provided
 - (a) that the individual produces satisfactory documentation at the time of application for benefits and satisfies plan eligibility requirements, and
 - (b) that the Authority reserves the right to challenge the validity of the court order and that if such a challenge proves successful that the cost of any benefits provided be reimbursable to the Trust.

1:202. Commencement of Benefit.

Subject to all applicable provisions of the Plan and/or Insurance Agreement, a Participant shall commence eligibility for benefits from the Plan on the first day he or she satisfies the eligibility requirements of Section 1:201, provided the Participant has enrolled for coverage on such date.

1:203. Enrollment.

- (1) The Authority shall give each Participant timely written notice of his or her eligibility and his or her right to enroll for coverage under the Plan. A Participant or Retiree may enroll for coverage on a form or forms provided by and filed with the Authority. In connection with his or her enrollment for coverage, the Participant or Retiree shall furnish all pertinent information requested by the Authority, Plan Administrator and/or the Insurance Carrier, and the Plan Administrator or the Insurance Carrier may rely upon all such forms and information furnished. The Participant, Retiree, Spouse, and eligible Dependent may be held responsible for costs for the false or incorrect information reported.
- (2) The Retiree should enroll for coverage at the time of retirement or within the time periods as specified by the provisions of the applicable Collective Bargaining Agreement or policy.
- (3) Spouse and Dependents shall be eligible for coverage as provided in the Plan and/or Insurance agreement and in Section 1:201 above. Spouse and Dependents shall be enrolled for coverage under the Plan by the Participant or Retiree at the time the Participant or Retiree enrolls for coverage under the Plan or as provided for in subsection (4).
- (4) Participants or Retirees must report Major Life Event Changes to the Authority within thirty (30) days of the event in order to add or delete persons from their benefit plans (health insurance). Major Life Event Changes may impact eligibility for benefits. Notification beyond thirty (30) days of the event may delay any additions of persons to benefits until the group's next reopening date. If failure to report the event within thirty (30) days results in additional benefit costs by the Plan and Trust due to non-termination of benefits, the Participant or Retiree may be held responsible for such costs.
- (5) In the event a Participant, Retiree, Spouse or Eligible Dependent elects not to receive benefits as provided in the Plan, such individual may enroll for coverage at any time due to a Major Life Event Change or during a period of open enrollment provided they satisfy the eligibility requirements for coverage as provided in the Plan pursuant to provisions of any applicable Collective Bargaining Agreement or personnel policy, subject to the provisions of subsection (7) below.
- (6) A Retiree may elect to opt-out of retiree health care coverage on an annual basis. If the retiree elects this opt-out, he or she shall receive the total sum as defined in the applicable Collective Bargaining Agreement payable in the number of installments as specified in the applicable Collective Bargaining Agreement. Such election shall be subject to any applicable local, state, and federal taxes. The Retiree must provide verification of coverage under another medical plan to be eligible for this opt-out option. A Retiree may not elect this opt-out option and continue coverage under this Plan, pursuant to eligibility for coverage as a Spouse or Dependent of another Employee or Retiree of the Authority. The Retiree may re-enroll during the next open enrollment period.

- (7) Upon retirement, an eligible Retiree may make an irrevocable election to receive a one-time payment in lieu of any and all retiree health care coverage under this Plan. The payment shall be in the amount as specified in the applicable Collective Bargaining Agreement. Such election shall be subject to any applicable local, state, and federal taxes. The Retiree must provide verification of coverage under another, medical plan to be eligible for this opt-out option. A Retiree may not elect this opt-out option and continue coverage under this Plan, pursuant to eligibility for coverage as a Spouse or Dependent of another Employee or Retiree of the Authority.

1:204. Termination of Benefits.

Except as provided in Section 1:205, participation in the Plan shall terminate in accordance with the Plan and/or Insurance Agreement or applicable Collective Bargaining Agreement, on the earliest of:

- (1) termination of the Plan;
- (2) non-payment of any required Participant or Retiree contributions;
- (3) death of the individual receiving benefits under the Plan;
- (4) a Participant's or Retiree's election in writing to cease coverage under the Plan;
- (5) in the case of a Spouse or Dependent, the date the Spouse or Dependent ceases to be a Spouse or Dependent as defined in this Plan; or
- (6) in the case of a surviving Spouse of an Employee who had married that Spouse within the five (5) year period prior to the Employee's retirement date, medical, dental and optical coverage shall be continued only for the life of the Retiree plus three (3) years thereafter, which three (3) year period shall constitute the surviving Spouse's COBRA continuation coverage.
- (7) in the case of a Retiree, if that individual had a contractual agreement with the Authority to provide health benefits at retirement which did not include benefits for a surviving spouse or surviving dependents, upon the death of the Retiree.

1:205. COBRA Continuation Coverage.

Notwithstanding the provisions of Section 1:203, continuing coverage shall be provided under the Plan to eligible Participants, Retirees, their Spouses and Dependents in accordance with Internal Revenue Code provisions (currently Section 4980B, and Title XXII of the Public Health Services Act ("COBRA continuation coverage"), as amended.

1:206. Health Care Benefits, General.

Beginning on the Effective Date, the Authority shall provide Health Care Benefits to each eligible Retiree and, if elected, to his or her eligible Spouse and, eligible Dependents, unless modified by an applicable Collective Bargaining Agreement or decision of the Authority. The benefits provided under the Plan are those set forth in the Plan and/or Insurance Agreement(s), Collective Bargaining Agreements, personnel policies, personal services contracts and/or decisions of the Board of Trustees. The Insurance Agreement(s), Collective Bargaining Agreements, personnel policies, and personal services contracts are incorporated herein by reference. A complete description of benefits provided under the Plan and the Insurance Agreement(s), inclusive of those set forth in the Collective Bargaining Agreements, personnel

policies, and personal services contracts, shall be maintained by the Authority or the Plan Administrator.

In accordance with the Plan and/or Insurance Agreement with the Insurance Carrier, Retirees and their Spouses and Dependents will be entitled to the benefits in effect for active employees of the Authority ("Base Plan"). The Authority, at its discretion, may offer Retirees a different benefit than that provided to active employees. All Retirees, Spouses, and/or Dependents in receipt of Health Care Benefits at the time of enactment of this Plan and Trust shall continue to be eligible for benefits and shall continue to receive those benefits until the benefits are altered or terminated pursuant to the health care provisions in effect at the time of the Retiree's retirement.

1:207. Health Care Benefits, Cost.

Collective Bargaining Agreements, personnel policies, or personal services contracts may modify this section. In the event of a conflict between this section and a collective bargaining agreement, personnel policy or a personal services contract, the collective bargaining agreement, personnel policy or personal services contract will control.

(1) For members of Benefit group Park Superintendent/Department Head Bargaining Unit –

- (a) *For Retirees who were hired prior to March 14, 1991:* for an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of ten (10) years of continuous, full-time service with the Authority, the Authority shall pay the portion of the cost of medical, optical and dental coverage for the Retiree, Spouse, and eligible Dependents as delineated in the applicable Collective Bargaining Agreement.
- (b) *For Retirees who were hired on or after March 14, 1991 through December 31, 2003:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority, the Authority shall pay the portion of the cost of medical, optical and dental coverage for the Retiree, Spouse, and eligible Dependents as delineated in the applicable Collective Bargaining Agreement.

For those Retirees who had accrued a minimum of ten (10) years but less than twenty-five (25) years of continuous full-time service with the Authority, the Authority shall pay the portion of the cost of medical coverage as delineated in the applicable Collective Bargaining Agreement for the Retiree only. However, to be eligible for benefits, a Retiree under the age of sixty-five (65) shall, on a quarterly basis, reimburse the Authority the amount equivalent to the cost of Medicare Part B.

Retirees with less than twenty-five (25) years of service are not eligible to receive optical or dental benefits.

- (c) *For Retirees who were hired on or after January 1, 2004 through December 31, 2008:* an individual receiving a retirement benefit allowance from the

Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority, the Authority shall pay the portion of the cost of medical, optical and dental coverage for the Retiree, Spouse, and eligible Dependents as delineated in the applicable Collective Bargaining Agreement.

Retirees with less than twenty-five (25) years of service are not eligible to receive optical or dental benefits.

- (d) *For Retirees who were hired on or after January 1, 2009 through December 31, 2012:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority, shall not be eligible for health, dental or optical benefits from the Plan, but shall be eligible for Basic Group Life Insurance to be continued during the lifetime of the retiree in the amount of ten thousand dollars (\$10,000).
- (e) Individuals hired on or after January 1, 2013 are not eligible for benefits from the Plan.

(2) For members of Benefit group Professional Bargaining Unit –

- (a) *For Retirees who were hired prior to March 14, 1991:* for an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of ten (10) years of continuous, full-time service with the Authority, the Authority shall pay the portion of the cost of medical, optical and dental coverage for the Retiree, Spouse, and eligible Dependents as delineated in the applicable Collective Bargaining Agreement.
- (b) *For Retirees who were hired on or after March 14, 1991 through December 31, 2003:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority, the Authority shall pay the portion of the cost of medical, optical and dental coverage for the Retiree, Spouse, and eligible Dependents as delineated in the applicable Collective Bargaining Agreement.

For those Retirees who had accrued a minimum of ten (10) years but less than twenty-five (25) years of continuous full-time service with the Authority, the Authority shall pay the portion of the cost of medical coverage as delineated in the applicable Collective Bargaining Agreement for the Retiree only. However, to be eligible for benefits, a Retiree under the age of sixty-five (65) shall, on a quarterly basis, reimburse the Authority the amount equivalent to the cost of Medicare Part B.

Retirees with less than twenty-five (25) years of service are not eligible to receive optical or dental benefits.

- (c) *For Retirees who were hired on or after January 1, 2004 through December 31, 2008:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority, the Authority shall pay the portion of the cost of medical, optical and dental coverage for the Retiree, Spouse, and eligible Dependents as delineated in the applicable Collective Bargaining Agreement.

Retirees with less than twenty-five (25) years of service are not eligible to receive optical or dental benefits.

- (d) *For Retirees who were hired on or after January 1, 2009 through December 31, 2012:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority, shall not be eligible for health, dental or optical benefits from the Plan, but shall be eligible for Basic Group Life Insurance to be continued during the lifetime of the retiree in the amount of ten thousand dollars (\$10,000).
- (e) Individuals hired on or after January 1, 2013 are not eligible for benefits from the Plan.

(3) For members of Benefit group Supervisory Bargaining Unit –

- (a) *For Retirees who were hired prior to March 14, 1991:* for an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of ten (10) years of continuous, full-time service with the Authority, the Authority shall pay the portion of the cost of medical, optical and dental coverage for the Retiree, Spouse, and eligible Dependents as delineated in the applicable Collective Bargaining Agreement.
- (b) *For Retirees who were hired on or after March 14, 1991 through December 31, 2003:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority, the Authority shall pay the portion of the cost of medical, optical and dental coverage for the Retiree, Spouse, and eligible Dependents as delineated in the applicable Collective Bargaining Agreement.

For those Retirees who had accrued a minimum of ten (10) years but less than twenty-five (25) years of continuous full-time service with the Authority, the

Authority shall pay the portion of the cost of medical coverage as delineated in the applicable Collective Bargaining Agreement for the Retiree only. However, to be eligible for benefits, a Retiree under the age of sixty-five (65) shall, on a quarterly basis, reimburse the Authority the amount equivalent to the cost of Medicare Part B.

Retirees with less than twenty-five (25) years of service are not eligible to receive optical or dental benefits.

- (c) *For Retirees who were hired on or after January 1, 2004 through December 31, 2008:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority, the Authority shall pay the portion of the cost of medical, optical and dental coverage for the Retiree, Spouse, and eligible Dependents as delineated in the applicable Collective Bargaining Agreement.

Retirees with less than twenty-five (25) years of service are not eligible to receive optical or dental benefits.

- (d) *For Retirees who were hired on or after January 1, 2009 through December 31, 2012:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority, shall not be eligible for health, dental or optical benefits from the Plan, but shall be eligible for Basic Group Life Insurance to be continued during the lifetime of the retiree in the amount of ten thousand dollars (\$10,000).
- (e) Individuals hired on or after January 1, 2013 are not eligible for benefits from the Plan.

(4) For members of Benefit group Non-Supervisory Bargaining Unit –

- (a) *For Retirees who were hired prior to March 14, 1991:* for an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of ten (10) years of continuous, full-time service with the Authority, the Authority shall pay the portion of the cost of medical, optical and dental coverage for the Retiree, Spouse, and eligible Dependents as delineated in the applicable Collective Bargaining Agreement.
- (b) *For Retirees who were hired on or after March 14, 1991 through December 31, 2003:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of

continuous, full-time service with the Authority, the Authority shall pay the portion of the cost of medical, optical and dental coverage for the Retiree, Spouse, and eligible Dependents as delineated in the applicable Collective Bargaining Agreement.

For those Retirees who had accrued a minimum of ten (10) years but less than twenty-five (25) years of continuous full-time service with the Authority, the Authority shall pay the portion of the cost of medical coverage as delineated in the applicable Collective Bargaining Agreement for the Retiree only. However, to be eligible for benefits, a Retiree under the age of sixty-five (65) shall, on a quarterly basis, reimburse the Authority the amount equivalent to the cost of Medicare Part B.

Retirees with less than twenty-five (25) years of service are not eligible to receive optical or dental benefits.

- (c) *For Retirees who were hired on or after January 1, 2004 through December 31, 2008:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority, the Authority shall pay the portion of the cost of medical, optical and dental coverage for the Retiree, Spouse, and eligible Dependents as delineated in the applicable Collective Bargaining Agreement.

Retirees with less than twenty-five (25) years of service are not eligible to receive optical or dental benefits.

- (d) *For Retirees who were hired on or after January 1, 2009 through December 31, 2012:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority, shall not be eligible for health, dental or optical benefits from the Plan, but shall be eligible for Basic Group Life Insurance to be continued during the lifetime of the retiree in the amount of ten thousand dollars (\$10,000).
- (e) Individuals hired on or after January 1, 2013 are not eligible for benefits from the Plan.

(5) For members of Benefit group Police Officers Association of Michigan Bargaining Unit -

- (a) *For Retirees who were hired prior to October 10, 1991:* for an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of ten (10) years of continuous, full-time service with the Authority, the Authority shall pay the portion of the cost of medical, optical and dental coverage for the Retiree, Spouse, and eligible Dependents as delineated in the applicable Collective Bargaining Agreement.

- (b) *For Retirees who were hired on or after October 14, 1991 through December 31, 2003:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority, the Authority shall pay the portion of the cost of medical, optical and dental coverage for the Retiree, Spouse, and eligible Dependents as delineated in the applicable Collective Bargaining Agreement.

For those Retirees who had accrued a minimum of ten (10) years but less than twenty-five (25) years of continuous full-time service with the Authority, the Authority shall pay the portion of the cost of medical coverage as delineated in the applicable Collective Bargaining Agreement for the Retiree only. However, to be eligible for benefits, a Retiree under the age of sixty-five (65) shall, on a quarterly basis, reimburse the Authority the amount equivalent to the cost of Medicare Part B.

Retirees with less than twenty-five (25) years of service are not eligible to receive optical or dental benefits.

- (c) *For Retirees who were hired on or after January 1, 2004 through December 31, 2008:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority, the Authority shall pay the portion of the cost of medical, optical and dental coverage for the Retiree, Spouse, and eligible Dependents as delineated in the applicable Collective Bargaining Agreement.

Retirees with less than twenty-five (25) years of service are not eligible to receive optical or dental benefits.

- (d) *For Retirees who were hired on or after January 1, 2009 through December 31, 2012:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority, shall not be eligible for health, dental or optical benefits from the Plan, but shall be eligible for Basic Group Life Insurance to be continued during the lifetime of the retiree in the amount of ten thousand dollars (\$10,000).

- (e) Individuals hired on or after January 1, 2013 are not eligible for benefits from the Plan.

(6) For members of Benefit group Non-union employees -

- (a) *For Retirees who were hired prior to March 14, 1991:* for an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment

with the Authority who upon termination of employment and had accrued a minimum of ten (10) years of continuous, full-time service with the Authority, the Authority shall pay the portion of the cost of medical, optical and dental coverage for the Retiree, Spouse, and eligible Dependents as delineated in the applicable Collective Bargaining Agreement.

- (b) *For Retirees who were hired on or after March 14, 1991 through December 31, 2003:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority, the Authority shall pay the portion of the cost of medical, optical and dental coverage for the Retiree, Spouse, and eligible Dependents as delineated in the applicable Collective Bargaining Agreement.

For those Retirees who had accrued a minimum of ten (10) years but less than twenty-five (25) years of continuous full-time service with the Authority, the Authority shall pay the portion of the cost of medical coverage as delineated in the applicable Collective Bargaining Agreement for the Retiree only. However, to be eligible for benefits, a Retiree under the age of sixty-five (65) shall, on a quarterly basis, reimburse the Authority the amount equivalent to the cost of Medicare Part B.

Retirees with less than twenty-five (25) years of service are not eligible to receive optical or dental benefits.

- (c) *For Retirees who were hired on or after January 1, 2004 through December 31, 2008:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority, the Authority shall pay the portion of the cost of medical, optical and dental coverage for the Retiree, Spouse, and eligible Dependents as delineated in the applicable Collective Bargaining Agreement.

Retirees with less than twenty-five (25) years of service are not eligible to receive optical or dental benefits.

- (d) *For Retirees who were hired on or after January 1, 2009 through December 31, 2012:* an individual receiving a retirement benefit allowance from the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement who retired from employment with the Authority who upon termination of employment and had accrued a minimum of twenty-five (25) years of continuous, full-time service with the Authority, shall not be eligible for health, dental or optical benefits from the Plan, but shall be eligible for Basic Group Life Insurance to be continued during the lifetime of the retiree in the amount of ten thousand dollars (\$10,000).

- (e) Individuals hired on or after January 1, 2013 are not eligible for benefits from the Plan.

1:208. Alternative Policies or Programs.

The Authority, in its discretion, may offer alternative policies or benefit structures to Participants, Retirees, Spouses and/or Dependents in addition to the Base Plan. In the event that the Authority chooses to offer alternative policies or benefit structures, Participants or Retirees and their Spouses and/or Dependents may transfer from one policy or benefit structure to another policy or benefit structure during open enrollment periods. However, any additional cost above the Base Plan shall be borne by the Participant or Retiree or the Participant's or Retiree's Spouse and/or Dependents.

1:209. Duplicate Coverage.

In the event that there are two or more Participants and/or Retirees who (a) are each independently eligible for health care benefits from the Authority or the Plan, (b) are each also eligible for health care benefits from the Authority or the Plan as a Spouse or Dependent of a Participant or a Retiree and (c) wish to receive coverage under this Plan, said parties shall each receive individual coverage as a Retiree. If said Retirees also have eligible Dependents, then both Retirees and all eligible Dependents shall be eligible to participate in only one policy or program so that one party participates in the one policy or program as the principal insured and the other party(ies) participates in the same policy or program as a Spouse or Dependent of the Participant or Retiree. The Dependent shall suffer no detriment as a result of the disallowance of duplicate coverage.

In the sole discretion of the Authority, if the cost to provide separate, individual coverage for two (2) parties who are eligible to receive coverage as both a Retiree and as a Spouse or Dependent exceeds the cost to cover both parties under one policy or program so that only one (1) party participates as the principal insured and the other party participates as a Dependent or Spouse, duplicate coverage may not be provided. The Authority may, in its sole discretion, require that said parties shall be eligible to participate in only one policy or program so that one party participates in the one policy or program as the principal insured and the other party(ies) participates in the same policy or program as a Spouse or Dependent of the Participant or Retiree. The Dependent shall suffer no detriment as a result of the disallowance of duplicate coverage.

1:210. Medicare Eligibility

Upon attaining the age of Medicare eligibility, pursuant to the terms of the applicable Collective Bargaining Agreements and personnel policies, those eligible Retirees and/or Spouses shall enroll in both Medicare A and B, and are obligated to pay for Medicare Part B. Once a Retiree is in receipt of Medicare A and B coverage, this Plan will provide medical coverage on a substantially equivalent basis as that coverage provided to active employees, which shall supplement coverage from Medicare. The Retiree may be required to enroll in any other federal government Medicare program.

1:211. Coordination of Benefits

The Authority intends that the Plan shall provide each Retiree with payment for health care expenses incurred by the Retiree and, if eligible, his or her Spouse and his or her Dependents, as provided in the Plan and/or Insurance Agreement. The Authority does not intend that payment under this Plan shall exceed the amount of the expenses incurred. For this reason, the Plan coordinates benefits with other insurance policies according to industry standards and applicable laws.

(1) Reimbursement.

If an expense is paid under the Plan by the Plan Administrator on behalf of a Retiree, his or her Spouse or Dependents, and such expense subsequently is paid from any other source, in whole or in part, the Retiree, his or her Spouse or Dependents, shall remit to the Plan an amount equal to the duplicated benefits. In addition, the Plan Administrator may reimburse any other Plan, person or entity that has paid an expense on behalf of a Retiree, his or her Spouse or Dependents which expense was payable under this Plan. In such event, the Plan, Plan Administrator and/or the Insurance Carrier shall be relieved of all further responsibility with respect to that expense.

(2) Subrogation.

In the event any payment is made by the Trust under the Plan, the Plan and the Trust shall be subrogated and shall succeed to the rights of any Retiree, his or her Spouse and Dependents against any other plan, person or entity for recovery of health care expenses for which such other plan, person or entity legally is liable. All amounts so recovered, by settlement, judgment or otherwise, shall be paid to the Trust. Retirees, their Spouses and Dependents shall furnish such information, execute and deliver such assignments, documents or other instruments, and take whatever steps are necessary to secure the rights of the Plan. Retirees, their Spouses and Dependents shall take no action to prejudice the rights and interests of the Plan hereunder.

(3) Effect of Exclusions.

The provisions of this Section shall not be construed to create any independent right to payment of any benefit under this Plan. Any exclusion or limitation contained in the Plan and/or Insurance Agreement shall supersede any provision of this Section regarding coordination of benefits.

1:212. Plan Administration, Authority Duties.

- (1) The Authority shall be responsible for complying with the Code's reporting and disclosure requirements and for the purpose of fulfilling such other Plan administrative functions as are not specifically assigned to the Plan Administrator and/or Insurance Carrier. The Authority may employ a Plan Administrator and/or Insurance Carrier who will be responsible for the interpretation, administration and the payment of health care claims under the Plan.
- (2) The Authority also shall be responsible for the performance of its duties as employer and Plan sponsor under applicable Internal Revenue Code Sections. The Authority may delegate all or any part of its Plan administration responsibilities. Any such delegation shall be done in writing.
- (3) The Authority may employ one or more persons to render advice with regard to any responsibility such fiduciary has under the Plan. Any fiduciary, agent, representative or other person performing services to or for the Plan shall be entitled to reasonable compensation for services rendered, unless such person is employed by the Authority and already receives full pay from the Authority, and to reimbursement or expenses properly and actually incurred.
- (4) The Authority shall furnish the Plan Administrator and/or Insurance Carrier, while this Plan is in effect, any information as may be required, at intervals and in the form prescribed

by the Plan Administrator and/or Insurance Carrier, for the enrollment of Retirees, Spouses and/or Dependents for coverage under the Plan and for the processing of terminations or other changes in coverage of Retirees, Spouses and/or Dependents and also shall furnish to the Plan Administrator and/or Insurance Carrier such other information required for the administration of the Plan.

1:213. Plan Administration, Insurance Carrier Duties.

Each Insurance Carrier shall have the responsibility for interpreting and administering their respective Insurance Agreement and for processing and paying benefit claims thereunder, and shall provide the Authority with such information as the Authority may deem necessary to permit the timely filing of all reports required by law. The Insurance Carrier also shall provide a description of the benefits provided under their respective Insurance Agreement to the Retirees, Spouses and/or Dependents or to the Authority for distribution to Retirees, Spouses and/or Dependents.

1:214. Plan Administration, Plan Administrator Duties.

The Plan Administrator as set forth in Section 1:105(17) shall have the responsibility for interpreting and administering the Plan and for processing and paying benefit claims thereunder, and shall provide the Trustees with such information necessary to permit the timely filing of all reports required by applicable laws or regulations governing the Trust.

1:215. Health Care Benefits, Claims Procedures.

A claim for benefits under the Plan must be submitted in writing to the Plan Administrator and/or Insurance Carrier in accordance with procedures established by the Plan Administrator or the Plan and/or Insurance Carrier as communicated in writing to Retirees, Spouses and/or Dependents. The Plan Administrator and/or Insurance Carrier shall provide written notice within 30 days to any Participant or Qualified Beneficiary whose claims for benefits under this Plan have been denied, setting forth the specific reasons for such denial, written in a manner calculated to be understood by the party. The Plan Administrator and/or respective Insurance Carrier has responsibility for the resolution of disputes involving payment of benefits under the portion of the Plan assigned to the Plan Administrator or Insurance Agreement with the Insurance Carrier. The Plan Administrator and/or Insurance Carrier shall afford a reasonable opportunity to any Participant or Qualified Beneficiary whose claim for benefits has been denied for a full and fair review of the decision denying the claim.

1:216. Funding.

For the purpose of creating and maintaining the Plan and Trust for the payment of health care benefits payable as provided in this Plan, the Authority will pay to the Trust an amount consistent with the actuarial valuations and calculations made by the Actuary for the Trust to result in a pre-funded plan. The Authority reserves the right to fund these health care benefits on a “pay-as-you-go” basis and the right to provide such lesser amount as the Authority determines. Such contributions shall also be made in accordance with any regulations of the Board of Trustees as are not inconsistent with the authority stated in this Plan and any Collective Bargaining Agreements between the Collective Bargaining Associations and the Authority and this Plan.

DECLARATION OF TRUST

1:300. Irrevocable Trust, Established.

The Section 115 governmental trust established in this Plan shall be irrevocable and shall conform to all applicable sections of the Internal Revenue Code, the applicable Collective Bargaining Agreements, the statement of purpose in this Plan, and all statutes, ordinances, rules, regulations, arbitrators' awards and judicial decisions interpreting the foregoing provisions.

The Trust shall consist of Authority Contributions, any Contributions which may be paid by Employees, Retirees and other Qualified Beneficiaries due pursuant to the provisions of an applicable Collective Bargaining Agreement, all investments made or held under Trust, and all income therefrom, both received and accrued, and any other property, which may be received or held by reason of this Trust. Any funds paid by Retirees and other Qualified Beneficiaries as a result of premium sharing required pursuant to an applicable Collective Bargaining Agreement or Authority policy, shall be paid directly to the Authority and/or the applicable Insurance Carrier and shall not be paid into the Trust.

1:301. Use of Trust Assets.

- (1) No part of the net earnings of the Trust may inure to the benefit of any Participant, Retiree or other beneficiary other than by benefit payments or for services provided to the Trustees in their administration of the Trust. The Trust assets shall not be used for or diverted to purposes other than to provide the benefits contemplated under the Plan for the exclusive benefit of Retirees and their eligible Spouses and eligible Dependents, except any administrative expenses for which the Trust is liable. A portion of net earnings may be used for payment for reasonable and necessary professional services, costs and expenses related to assisting the Trustees in the operation of the Trust.
- (2) All income, profits, recoveries, contributions, forfeitures and any and all monies, securities and properties of any kind at anytime received or held by the Trustees hereunder, shall become part of the Trust when received, and shall be held for the use and purposes hereof.

1:302. Funding.

- (1) For the purpose of creating and maintaining a fund for the payment of health care benefits payable as provided in this Plan, the Authority will pay to the Trust an amount consistent with the actuarial valuations and calculations made by the Actuary for the Trust to result in a pre-funded plan. The Authority reserves the right to fund these health care benefits on a "pay-as-you-go" basis and the right to provide such lesser amount as the Authority determines. Such contributions shall also be made in accordance with any regulations of the Board of Trustees as are not inconsistent with the authority stated in this Plan and any Collective Bargaining Agreements between the Collective Bargaining Associations and the Authority and this Plan.
- (2) Qualified Beneficiaries shall contribute those amounts required for additional coverage as optioned by such Qualified Beneficiaries, required by an applicable Collective Bargaining Agreement, and otherwise as determined by the Trustees.
- (3) Subject to the tax provisions of applicable ordinances, resolutions and state law, the Trustees may, to the extent matters are not set forth in the Trust, in their discretion decide

the manner and means of payments, the procedures to be followed in making the payments, and the forms required to accompany the payments to the Trust. Upon determination by the Trustees of these matters, the Trustees shall provide written notice to the Authority and to provide for payments by the Authority to be made pursuant to the rules and regulations of the Trust.

- (4) Time is of the essence in making and processing all payments to the Trust. The parties recognize that the regular and timely payments of Contributions are essential to the operation of the Trust and the providing of benefits under various insurance programs.

1:303. Board of Trustees.

- (1) The Board of Trustees shall consist of ~~six (6)~~ seven (7) trustees which shall be the same elected and appointed individuals that serve on the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement Pension Committee, as follows:
 - (a) The Chairperson of the Board of Commissioners, by virtue of his/her position.
 - (b) The Director of the Authority, by virtue of his/her position.
 - (c) The President of the Huron-Clinton Metropolitan Authority Employee's Association, or his appointee, by virtue of his/her position.
 - (d) The President of the Huron-Clinton Metropolitan Authority Police Officers Union of the Police Officers Association of Michigan, or his/her appointee, by virtue of his/her position.
 - (e) Two (2) Members At Large, who shall be members of the Board of Commissioners and shall be appointed by the Board of Commissioners.
 - (f) One (1) retiree of the Authority to be appointed by the Board of Commissioners.
- (2) The general administration, management and responsibility for the proper operation of the Trust and for making effective and construing the provisions of the Trust shall be vested in the Board of Trustees established by this Section, consistent with applicable state and federal laws and regulations. A Trustee or other fiduciary under the Trust shall discharge his or her duties with respect to the Trust solely in the interest of the Participants and Qualified Beneficiaries for the exclusive purpose of providing benefits to Participants and Qualified Beneficiaries and paying reasonable expenses of administering the Trust. A Trustee shall discharge his or her duties with the care, skill, and caution under the circumstances then prevailing which a prudent person, acting in a like capacity and familiar with those matters, would use in the conduct of an activity of like character and purpose.

1:304. Trustees' Terms of Office.

- (1) The regular terms of office of the Trustees shall be as follows:
 - (a) The Chairperson of the Board of Commissioners, for the duration of his/her position as Chairperson of the Board of Commissioners.
 - (b) The Director of the Authority for the duration of his/her position as Director of the Authority.

- (c) The President of the Huron-Clinton Metropolitan Authority Employee's Association, or his/her appointee, for the duration of his/her position as President of the Huron-Clinton Metropolitan Authority Employee's Association.
- (d) The President of the Huron-Clinton Metropolitan Authority Police Officers Union of the Police Officers Association of Michigan, or his/her appointee, for the duration of his/her position as President of the Huron-Clinton Metropolitan Authority Rangers Union of the Police Officers Association of Michigan.
- (e) Two (2) Members At Large shall have a six (6) year term of office.
- (f) One (1) retiree of the Authority shall have a three (3) year term of office.

The term of the Trustees shall be identical to and coincide respectively with the term each Trustee serves as a member of Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement Pension Committee. Upon expiration of his or her term, each Trustee shall continue to serve until a successor has been appointed.

- (2) Each Trustee shall serve until the expiration of his or her term of office or until his or her death, incapacity, resignation or removal.
- (3) In the event a Trustee vacancy occurs, then the position shall be filled within 90 days, for the unexpired term (where applicable) in the same manner as the position was previously filled.
- (4) A vacancy or vacancies in the office of the Trustees shall not impair the powers of the remaining Trustees to administer the affairs of the Trust, provided there are sufficient Trustees to constitute a quorum.

1:305. Officers and Administration.

- (1) The Chairperson of the Board of Commissioners Trustee shall serve as chairperson of the Board of Trustees. The Recording Secretary of the Board of Commissioners shall serve as Recording Secretary to the Board of Trustees and shall be the custodian of the minutes and other records of the Plan and Trust. The Plan Administrator of the Plan and Trust shall be the custodian of its money and investments.
- (2) Consistent with applicable state and federal laws and regulations, the Trustees shall have the power to promulgate rules and regulations for the day-to-day management of the Trust, the investment of monies held by the Trust, to determine all questions regarding the interpretation of the Trust, and such other Trust related subjects as shall be deemed necessary and proper by the Trustees. If any rule or regulation of the Trust or part thereof is found to be in conflict with any law, statute, judicial decision, arbitration decision or any other competent body or tribunal, such rule or regulation or part thereof shall be deemed voided and, all other rules and regulations of the Trust shall remain in full force and effect.
- (3) Whenever the signature of a Trustee is required on any document, signature of the chairperson or the Plan Administrator, only as authorized by the Board of Trustees, shall be required.
- (4) In the event of any suit brought against the Trustees arising out of the acts within the scope and powers and duties of the Trustees, or in the event of any lawsuit brought by the Trustees as authorized by the Plan and Trust, the cost of defense or prosecution of such

lawsuit shall be charged to the Trust, and shall be paid directly from the Trust, provided such costs are not incurred by reason of bad faith, gross negligence, or breach of a fiduciary obligation to the Trust or to the beneficiaries thereof.

- (5) The Board of Trustees shall employ the Authority Controller as the Plan Administrator. The Board of Trustees may employ such other clerical staff or administrative staff to perform whatever administrative activities are required in the proper performance of the Trust. In addition thereto, the Trustees may, if they desire, utilize other staff to perform such clerical and administrative duties as they may, in their sole discretion, determine is reasonably and prudently necessary to carry out the Trust's activities and purposes. Under no circumstances shall said staff have control or authority with respect to the management of the Trust or its assets. The said staff shall not be clothed with any type of authority or power which will constitute the staff as a fiduciary. Said staff will not have the power or authority to act as an investment counselor or manager and will not be authorized to furnish investment advice.
- (6) The Board of Trustees may utilize Authority staff for such functions as personnel administration, accounting, banking and purchasing and will comply with all established Authority control procedures and policies related to these services. The Board will annually reimburse the Authority for actual costs of these services as determined by a method jointly agreed upon by the Board of Trustees and the Authority.
- (7) Employees, upon the request of the Board of Trustees, may also be assigned to the Trust for the proper operation of the Trust. Said employees shall be subject to the supervision of the Board of Trustees. The Board of Trustees shall have the authority to establish job descriptions and promulgate rules and regulations appropriate for the Trust in addition to those adopted by the Authority. The Board will annually reimburse the Authority for the actual costs of these employees as determined by a method jointly agreed upon by the Board and the Authority.
- (8) The Board of Trustees may employ (an) investment manager(s) to manage the assets of the Trust. Such investment manager(s) must be registered under the Investment Advisor's Act of 1940, as amended, (15 USCS 80b-1) and must meet any applicable state and federal requirements to act as an investment manager. The Trustees may, if they deem proper in their discretion, or if the circumstances require it, appoint such investment manager, managers, banks or insurance companies as fiduciaries and enter into an agreement with such institutions, naming it a fiduciary and conveying to such fiduciary all or a portion of the assets of the Trust, so that said fiduciary may handle, manage and hold those assets conveyed to it. All assets conveyed to said fiduciary shall be subject to the provision of the agreement or agreements between the Trustees and the fiduciary.
- (9) The Board of Trustees may employ legal counsel with whom they may seek advice, consult, require attendance at meetings, and to otherwise represent the Trustees in matters relating to the Trust.
- (10) The Board of Trustees may authorize the purchase of insurance for the Trust and for the Trustees to cover liability or losses occurring for any reason, including but not limited to, an act or omission (errors or omissions) of a fiduciary, including the Trustees; provided however, that such insurance policy permits recourse by the insured against the fiduciary, including the Trustee or Trustees involved, in case of breach of fiduciary obligation by the

fiduciary.

- (11) The Board of Trustees shall appoint an Actuary who shall advise the Trustees on the actuarial operation of the Plan and Trust. The Trustees shall, from time to time, adopt such mortality and other tables of experience and a rate or rates of regular interest as are necessary in the operation of the Trust on an actuarial basis.
- (12) The Board of Trustees may retain may retain investment and all other goods and services necessary for the conduct of the affairs of the Plan and Trust, including investment advisors, consultants, custodians, accountants, clerical personnel, auditors, attorneys, actuaries, investment personnel, administrators, and physicians; and may enter into contracts for and pay reasonable compensation for those services.

1:306. Board Meetings.

- (1) The Trustees shall meet at least once quarterly. The Trustees shall determine the time for the regular meetings of the Trustees and the place or places where such meetings shall be held. The Plan Administrator or his or her designee shall be responsible for giving notice of the time and place of such meetings to the other Trustees.
- (2) Notice and conduct of all meetings of the Trustees, both regular and special, shall be given in accordance with applicable law including the Michigan Open Meetings Act (MCL 15.261 et seq.).
- (3) The Board of Trustees shall adopt its own rules of procedure and shall keep a record of its proceedings. Four (4) Trustees shall constitute a quorum at any meeting of the Board of Trustees Each Trustee shall be entitled to one vote on each question before the Board of Trustees and at least four (4) concurring votes, at least one of which shall be from the President of the Huron-Clinton Metropolitan Authority Employee's Association, or his/her designee, or the President of the Huron-Clinton Metropolitan Authority Police Officers Union, or his/her designee, shall be necessary for a decision of the Board of Trustees.

1:307. Compensation.

All Trustees shall serve without compensation as members of the Board of Trustees, except that employee Trustees shall suffer no loss in compensation on account of their services as Trustees.

1:308. Trustees' Powers and Responsibilities.

The Trustees shall hold all the powers that are necessary to carry out the purposes of the Trust and are generally available to Trustees under the laws of the State of Michigan, except as limited by the Trust and by federal law and regulations. It is intended that the Plan and Trust shall be tax exempt and shall qualify under the Internal Revenue Code and any amendments of the Code applicable to plans of this type. The Trustees shall have the continuing duty to propose to the Authority amendments to this Plan to the extent it becomes necessary to qualify said Plan under the Internal Revenue Code and to continue the tax exempt status of the Trust. The Trustees shall take no action nor make any determination inconsistent with any qualification or ruling of the Internal Revenue Service, an arbitrator or the courts with respect to the Trust. In the case of amendments to the Internal Revenue Code or changes of regulations by the Internal Revenue Service or the Labor Department, the Trustees are empowered to take all necessary action(s)

authorized by the Plan and Trust, federal and state law and regulations, to continue the qualification of the Trust as a qualified Trust. In carrying out the purposes of the Trust, the Trustees shall have the following powers and duties:

- (1) The Trustees shall, in order to effectuate the purposes of the Trust, be bound by the terms of the Plan and any applicable Collective Bargaining Agreements between the Authority and the Collective Bargaining Associations, or applicable personnel policies.
- (2) The Trustees shall establish a uniform system for the timely transmission of required reports and contributions from the Authority on behalf of the Participants and/or Qualified Beneficiaries.
- (3) The Trustees, in accordance with the requirements of law, may direct an impartial firm of independent certified public accountants to act as agent of the Trustees to examine the payroll records and reports as may be necessary to determine the monies due on behalf of a Participant and/or Qualified Beneficiary covered by this Trust and to make a written report to the Trustees.
- (4) The Trustees shall maintain, or cause to be maintained, proper books of accounts and records of and for the administration of the Trust, including the minutes of all meetings, make them available for inspection at the permanent office of the Trust during reasonable business hours by the Authority, or any Participant or Qualified Beneficiary covered by the Plan and Trust.
- (5) The financial records of the Trust shall be subject to the annual audit of the Authority. The Trustees shall fully comply with all applicable statutory and municipal budgetary and accounting procedures and provide access to and/or documentation of all assets and liabilities of the Trust and a resume of the operations of the Trust for the preceding year together with such other data as may be required by law and/or as part of the Authority's annual financial report.
- (6) The Trustees shall be authorized, pursuant to Public Act 149 of 1999 (MCL 38.1211 et seq.), as amended, to invest the assets of the Trust in accordance with the provisions of Public Act 314 of 1965 (MCL 38.1132 et seq.), as amended.

1:309. Trust Liabilities.

- (1) The Authority shall not be liable for payment to the Trust of any amount. Neither the Authority, nor any Participant or Qualified Beneficiary or Trustee shall be liable for any debts, liabilities or obligations of the Trust except as provided for in this Chapter. Neither the Authority nor any Participant and/or Qualified Beneficiary shall have any right to the return of any money properly paid into the Trust, except as otherwise specifically provided in this Plan and Trust, or to money improperly paid which has already been invested or distributed. Any contribution improperly paid into the Trust by the Authority or on behalf of a Participant or Qualified Beneficiary shall be returned by the Trustees upon the request of the Authority, the Participant or the Qualified Beneficiary or upon discovery by the Trustees that such monies have been improperly paid into the Trust, unless those monies have already been invested or distributed.
- (2) No part of the Trust or any benefits payable by the Trustees shall be subject to alienation, sale, transfer, assignment, pledge or encumbrance charge by any person. No Participant

or Qualified Beneficiary shall be entitled to receive any part of the Contributions made by the Authority or payments required to be made by the Trust, in lieu of such benefits provided under the Plan as determined by the Trustees in accordance with the Trust.

1:310. Termination of the Trust.

- (1) Subject to the limitations of this Plan and Trust, the parties hereby contemplate that new employment benefit decisions may be made by the Authority and/or new Collective Bargaining Agreements may be entered into which continue or modify the provisions of the Trust. The Trust shall continue during such period of time as may be necessary to carry out the provisions of any Plan or Collective Bargaining Agreement requiring payment to the Trust and the fact that such Collective Bargaining Agreements or employment benefit decisions are not extended, shall not by itself terminate the Trust, which shall continue for a period of time sufficient to wind up the affairs of the Trust.
- (2) Provided there are no longer any Qualified Beneficiaries eligible for benefits from the Trust, the Trust may be terminated at any time by the Trustees so long as the termination is not inconsistent with any then existing Authority decisions. It shall not be necessary for the Authority to execute such an agreement for the Trust to terminate.
- (3) If the Trust shall terminate, the Trustees shall forthwith notify any Insurance Carrier or Carriers then providing insurance to Retirees and Qualified Beneficiaries in the Trust.
- (4) In the event of the termination of the Trust, the remaining funds available after providing for all the outstanding obligations, shall be used in a manner as will, in the opinion of the Trustees, best effectuate the purposes of the Trust, including, but not limited to, the purchase of insurance benefits.

IN WITNESS WHEREOF, this document has been signed and sealed on behalf of the Huron-Clinton Metropolitan Authority by its duly authorized officers and by the Controller, on this ____ day of _____, 2014.

HURON-CLINTON METROPOLITAN AUTHORITY

ATTEST:

BY: _____

ITS: _____
_____, Chairperson

ATTEST:

BY: _____

ITS: _____
_____, Secretary

ATTEST:

BY: _____

ITS: _____
_____, Controller



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: George Phifer, Deputy Director
Subject: Approval – Amended 2015 Fees and Charges, Wolcott Mill, Stony Creek and Lower Huron Metroparks
Date: November 5, 2014

Action Requested: Motion to Approve

That the Board of Commissioners approve the amended 2015 Fees and Charges as recommended by Deputy Director Phifer and staff.

Background: Suggested changes 2015 changes for Wolcott Mill, Stony Creek and Lower Huron include the following changes:

- A \$150 yearly photography permit fee for Wolcott Mill;
- A \$10 fee for additional camping days at Camp Rotary;
- A \$1 per camper fee at Camp Rotary for groups over 20;
- Adding building rental fees for the Wolcott Mill Historic Center;
- A \$5 increase for rustic camping at Stony Creek; and
- A \$5 increase for rustic camping at Lower Huron

Attachment: Amended 2015 Fees and Charges

AMENDED 2015 Fees and Charges - Wolcott Mill

Type	2015 Rate	2014 Rate	2013 Rate	2012 Rate
Photography Fee				
Daily - two hour minimum	\$150/hour	\$150/hour	\$150/hour	\$150/hour
Yearly Permit	\$150.00			
Photo shoots by appointment only				
Tent Camping (Organized Youth Groups only)				
First day/night	\$30.00	\$30.00	\$30.00	\$30.00
Additional day/nights	\$10.00			
Groups over 20 campers - add person	\$1.00			
Historic Center				
Building Rental - Mill/Warehouse				
Day (two hour minimum)				
Monday - Friday	\$25/hour			
Saturday and Sunday	\$35/hour			
All Day	\$200.00			
Evening (two hour minimum)	\$75/hour			
Evening after first two hours (each additional hour)	\$50/hour			
Riverfront Wedding Ceremony Site	\$100.00			
After 5p.m.	\$150.00			

Only the items with rate changes are shown (in RED)

Note: Charitable and non-profit organizations may request and receive a 50 percent reduction in the above rates for building use Monday Through Friday (excluding holidays). These organizations should appear on the list of Charitable Trusts published by the state of MI.

AMENDED 2015 Fees and Charges - Stony Creek

Type	2015 Rate	2014 Rate	2013 Rate	2012 Rate
Rustic Camping - Two Nights (Fri - Sun)				
Per Campsite	\$50.00	\$40.00	\$40.00	\$40.00

Only the items with rate changes are shown (in RED)

Note: Charitable and non-profit organizations may request and receive a 50 percent reduction in the above rates for building use Monday Through Friday (excluding holidays). These organizations should appear on the list of Charitable Trusts published by the state of MI.

AMENDED 2015 Fees and Charges - Lower Huron

Type	2015 Rate	2014 Rate	2013 Rate	2012 Rate
Rustic Camping - Overnight				
Per Campsite (per night)	\$25.00	\$20.00	\$20.00	\$20.00

Only the items with rate changes are shown (in RED)

Note: Charitable and non-profit organizations may request and receive a 50 percent reduction in the above rates for building use Monday Through Friday (excluding holidays). These organizations should appear on the list of Charitable Trusts published by the state of MI.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: George Phifer, Deputy Director
Subject: Update – 2015 Fireworks Schedule
Date: November 5, 2014

Action Requested: Motion to Receive and File

That the Board of Commissioners receive and file the 2015 Fireworks Schedule Update as recommended by Deputy Director Phifer and staff.

Background: Fireworks will be held on the following dates in 2015:

- Stony Creek – June 26
- Lake Erie – June 27
- Kensington – June 28
- Lake St. Clair – June 30
- Hudson Mills – July 1
- Willow – July 2



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Joseph W. Colaianne, Corporation Counsel
Subject: Approval – Chief Pontiac Programs Committee, Amendment to Contract
Date: November 5, 2014

Action Requested: Motion to Approve Amendment

Background: In August 2014, the Metroparks approved an amendment to the 10-year agreement with the Chief Pontiac Programs Committee, a Michigan non-profit corporation ("CPPC") to provide services, instruction and interpretations of historical arts which includes blacksmithing, pioneer cooking, woodcraft, fabric arts, and other historical life skills at Kensington Metropark.

This amendment would have required a minimum charge of \$5.00 per participant. Following further discussions with the CPPC Board, staff recommended that the fee charged should require CPPC pay the Metroparks 10 percent of the gross revenue received from the fees charged to persons participating in CPPC programs, rather than a minimum of \$5.00 per person. The amendment to the agreement has been revised accordingly.

Attachment: Amended Chief Pontiac Program Contract

FIRST AMENDMENT

HCMA (“Authority”) – CHIEF PONTIAC PROGRAMS COMMITTEE (“CPPC”) AGREEMENT

WHEREAS, the Authority and CPPC do agree this ____ day of November, 2014 to amend the HCMA – CPPC Agreement dated June 17, 2013 to read as follows:

Page 4, Paragraph r) **Site Restoration**. Upon scheduled or early termination of the Agreement, or demand for possession of the site by the Authority due to either default or breach of this Agreement by CPPC, the CPPC shall not be required to return the site to its original condition, unless otherwise agreed upon by the parties in writing.

Page 5, Paragraph u) **Operations**

- i. CPPC shall not operate at KLHV any time when unsafe weather conditions exist or are imminent, as determined by KMP in its sole discretion.
- ii. KMP Park Operation staff has the discretion to limit hours of operation of CPPC at KLHV if the operation conflicts with another park event.
- iii. Fees and charges may be established by CPPC. The Authority reserves the right to approve such rates, which approval will not be unreasonably withheld. For the costs associated with KMP’s operations and as part of the consideration of this Agreement, CPPC agrees to pay the Authority not less than 10 percent of the gross program revenue received from the fees or charges. Itemized reconciliation forms from these programs with number of participants and fees collected by the CPPC will be submitted to the Kensington Metropark Park Operations Department monthly. Payment for all programs will be made by October 31 of each year. Upon reasonable written request by the Authority, CPPC will allow the Authority’s Controller or designee, to audit, to examine, and to make copies of or extracts from accounting records (in whatever form the records may be kept, whether written, electronic or other) relating to or pertaining to this Agreement.
- iv. Dates of operation will be established and agreed to by both Parties on an annual basis; during which the hours of operation will be 9:00 a.m. to sunset, unless otherwise agreed between the Parties. Request to operate outside the established Park Operating Hours shall be pre-approved in writing by authorized KMP staff.

Page 5, Paragraph w) **Term and Termination**

The term of this Agreement (“Term”) shall be ten (10) years commencing on June 17, 2013 and ending June 16, 2023, unless otherwise terminated as provided in this Agreement. This Agreement may be extended only by mutual written agreement of the Parties.

This Agreement may be terminated by either Party for any reason, effective immediately upon providing written notice of termination to the other Party. CPPC shall have ninety (90) days after date of termination to remove all tangible personal property it has provided, such as bellows, anvils, tools, benches, and cooking equipment.

All other conditions of the Agreement dated June 17, 2013 between the Parties remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto agree to the foregoing amendment to the HCMA – CPPC Agreement dated June 17, 2013.

CHIEF PONTIAC PROGRAMS COMMITTEE:

BY: _____ DATE: _____
Richard Russell, Chairman

And: _____ DATE: _____
Print Name: _____

Witnessed: _____
Print Name: _____

HURON-CLINTON METROPOLITAN AUTHORITY:

BY: _____ DATE: _____
John E. La Belle, Chairperson

Robert W. Marans, Secretary

Witnessed: _____

Approved as to form:

Joseph W. Colaianne, Corporation Counsel



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Joseph Colaianne, Corporation Counsel
Subject: Exemption of Taxes Subject to Capture
Date: November 5, 2014

Action Requested: Motion to Approve Resolution

That the Board of Commissioners approve the attached resolution and direct staff to file the resolutions in accordance with the applicable statutes governing the tax increment authorities as recommended by Corporation Counsel Joseph Colaianne and staff.

Attachments: Resolution

1. City of Allen Park Brownfield Redevelopment Authority – Amendment to Brownfield Plan for the Allen Park Clay Mine Landfill Redevelopment Project.

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

**Response to City of Allen Park Brownfield Redevelopment Authority
Proposed Amendment to Brownfield Plan for the Allen Park
Clay Mine Landfill Redevelopment Project**

Resolution Exempting Ad Valorem Property Taxes

Upon motion made by Commissioner _____

Supported by Commissioner _____

AT A MEETING OF THE BOARD OF COMMISSIONERS OF THE HURON-CLINTON METROPOLITAN AUTHORITY HELD ON November 13, 2014, THE BOARD ADOPTED A RESOLUTION:

WHEREAS, the Huron-Clinton Metropolitan Authority has experienced a significant loss in property tax revenue as taxable values have sharply declined;

WHEREAS, the Board of Commissioners of the Huron-Clinton Metropolitan Authority reserves the right to preserve and protect the Authority's tax base across its five-county taxable region;

WHEREAS, the Board of Commissioners authorized staff to pursue tax exemption status under certain Tax Increment Financing plans to protect that tax base;

WHEREAS, Section 4 of Michigan Public Act 381 of 1996, as amended, (MCL 125.2654) provides that the "governing body of a taxing jurisdiction levying ad valorem property taxes that would otherwise be subject to capture may exempt its taxes from capture by adopting a resolution to that effect and filing a copy with the clerk of the municipality in which the qualified facility is located."

NOW, THEREFORE, BE IT RESOLVED that the Huron-Clinton Metropolitan Authority claims full exemption status, exempting the ad valorem taxes that would otherwise be subject to capture, under the proposed City of Allen Park Brownfield Redevelopment Authority proposed Amendment to the Brownfield Plan for the Allen Park Clay Mine Landfill Redevelopment Project as detailed in the public hearing held on or about September 24, 2014.

The following aye votes were recorded:

The following nay votes were recorded:

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority on Thursday, November 13, 2014.

Joseph W. Colaianne, Recording Secretary



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Joseph Colaianne, Corporation Counsel and
Mike Brahm-Henkel, Mgr. Assets and Development
Subject: Approval of Utility and Drainage Easement (YMCA, Milford, MI)
Location: Kensington Metropark, Oakland County
Date: November 5, 2014

Action Requested: Motion to Approve Easement

That the Board of Commissioners approves a Utility and Drainage Easement serving the YMCA property located in the Village of Milford as recommended by Corporation Counsel Joseph Colaianne and Assets and Development Manager Mike Brahm-Henkel.

Background: In February 2013, the Metroparks conveyed certain real property to the Village of Milford pursuant to a Land Contract (dated June 15, 2000). This same property (identified by tax identification nos. 16-10-151-004, -005 and -006) was then conveyed from the Village of Milford to Young Men's Christian Association of Metropolitan Detroit (YMCA) [see attached copy of survey, YMCA parcels 2 and 3, "YMCA Property"].

The YMCA constructed a recreational center, parking lot and road on the property, which included storm drainage. The storm drainage from the YMCA Property discharges to property owned by the Metroparks and the Village of Milford. Apparently when the property was originally conveyed no easements for utilities and storm drainage were included.

On Oct. 9, 2014 attorneys (Clark Hill) representing the YMCA contacted the Metroparks indicating that the YMCA is in the process of refinancing and its lender has requested documentation for the utility and storm drainage easements benefitting the YMCA parcels.

The legal description and proposed easement were reviewed by staff and are acceptable.

Attachment: Utility and Drainage Easement Agreement

UTILITY AND DRAINAGE EASEMENT AGREEMENT

THIS UTILITY AND DRAINAGE EASEMENT AGREEMENT (this "Agreement") is made and executed this _____ day of November, 2014, by and between **HURON-CLINTON METROPOLITAN AUTHORITY**, a public body corporate under the laws of the State of Michigan (the "Authority"), the address of which is 13000 High Ridge Drive, Brighton, Michigan 48114, **VILLAGE OF MILFORD, MICHIGAN**, a Michigan municipal corporation (the "Village"), the address of which is 1100 Atlantic Street, Milford, Michigan 48381, and **YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN DETROIT**, a Michigan nonprofit corporation (the "YMCA"), the address of which is 1401 Broadway Street, Suite 3A, Detroit, Michigan 48226. The Authority, the Village and the YMCA are referred to from time to time herein each individually as a "party," and collectively as the "parties."

RECITALS:

WHEREAS, the Authority is the fee simple owner of certain parcels of real property located in the Township and Village of Milford, Oakland County, Michigan, being more particularly described on attached **Exhibit A** (collectively, the "Authority Parcel");

WHEREAS, the Village has an equitable interest in the portion of the Authority Parcel identified on attached **Exhibit A** as "Parcel 1" pursuant to a certain Land Contract by and between the Authority, as vendor, and the Village, as vendee, and the YMCA has a leasehold interest in such portion pursuant to a certain Lease by and between the Village, as landlord, and the YMCA, as tenant;

WHEREAS, the YMCA is the fee simple owner of certain parcels of real property situated adjacent to the Authority Parcel and located in the Township and Village of Milford, Oakland County, Michigan, being more particularly described on attached **Exhibit B** (collectively, the "YMCA Parcel"); and

WHEREAS, the parties wish to enter into this Agreement to establish certain utility and drainage easements over the Authority Parcel for the benefit of the YMCA Parcel.

NOW, THEREFORE, in consideration of the foregoing recitals, the execution of this Agreement by the parties, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed as follows:

1. Grant of Permanent Easements for Utilities and Drainage.

(a) The Authority and the Village hereby grant to the YMCA and the owners of all or any portion of the YMCA Parcel permanent, non-exclusive easements for the benefit of the YMCA Parcel to connect to and use, maintain, repair and replace any and all public and private utility or drainage mains, lines and facilities as may be located within the portions of the Authority Parcel depicted and described on attached **Exhibit C** (the "Easement Areas") and that service the YMCA Parcel on the date of this Agreement (the "YMCA Parcel Offsite Utilities").

(b) The Authority and the Village hereby grant to the YMCA and the owners of all or any portion of the YMCA Parcel a permanent, non-exclusive easement for the benefit of the YMCA Parcel to drain storm water runoff originating on the YMCA Parcel into and through the drainage mains, lines and facilities as may be located within the Easement Areas and that service the YMCA Parcel on the date of this Agreement; provided that such drainage shall be in accordance with plans approved by the Village and such other governmental agencies as shall have jurisdiction.

(c) The owners of all or any portion of the YMCA Parcel shall, to the extent not the responsibility of any public or private utility provider, be responsible for the maintenance, repair and replacement of the YMCA Parcel Offsite Utilities. The Easement Areas shall be kept free from buildings and any other structures or obstructions that would require footings that would otherwise interfere with or impair the maintenance, repair or replacement of any of the YMCA Parcel Offsite Utilities. It is understood by the YMCA that the Authority maintains an asphalt path (Milford Trail) within the Easement Areas which is open to the public. The YMCA agrees that the maintenance, repair and replacement of the YMCA Parcel Offsite Utilities shall not unreasonably interfere or obstruct said asphalt path.

2. Grant of Temporary Easements for Maintenance, Repair and Replacement. The Authority and the Village hereby grant to the YMCA and the owners of all or any portion of the YMCA Parcel, and any public or private utility provider, if applicable, temporary, non-exclusive easements for the benefit of the YMCA Parcel over and across such portions of the Authority Parcel as may be reasonably necessary to maintain, repair or replace any of the YMCA Parcel Offsite Utilities. These easements shall only be in effect during the periods of such maintenance, repair or replacement. In the exercise of these easements, the owners of all or any portion of the YMCA Parcel shall take all reasonable steps to minimize any inconvenience to the use or operation of the Authority Parcel. Accordingly, except in the case of an emergency, prior to the commencement of any work necessary to maintain, repair or replace any of the YMCA Parcel Offsite Utilities, the YMCA shall provide at least ten (10) business days' prior written notice to the Director of the Authority indicating the activities to be undertaken. The YMCA and its contractor performing work within the Easement Areas shall be liable for any Loss associated with the maintenance, repair or replacement of the YMCA Parcel Offsite Utilities. A "Loss" is defined as an amount or amounts that YMCA is legally responsible for or pays in any form, and can arise from bodily injury, property damage or other causes; can be based on tort, breach of contract, or any other theory of recovery; and includes, incidental, direct and consequential damages (if available). The owners of all or any portion of the YMCA Parcel shall promptly restore any portion of the Authority Parcel damaged as a result of any such maintenance, repair

or replacement activities to substantially the same condition as existed immediately prior to such damage.

3. Covenants Running with the Land. The easements herein granted and the agreements herein contained shall constitute covenants running with the land, shall burden and benefit the Authority Parcel and the YMCA Parcel, and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, including successors in title to all or any portion of the Authority Parcel or the YMCA Parcel.

4. No Rights to Public. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any property to the general public or for any public use or purpose whatsoever.

5. Amendments. No amendment of this Agreement shall be effective until a proper instrument in writing has been (a) executed by the owners and land contract vendees of all or any portion of the Authority Parcel and the YMCA Parcel and (b) recorded with the Oakland County Register of Deeds.

6. Notices. Notices permitted or required hereunder shall be in writing and shall be delivered or sent by certified mail to the addresses first provided above, provided that either party may change such address by written notice to the other party.

7. Governing Laws. This Agreement shall be construed in accordance with the laws of the State of Michigan.

8. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**HURON-CLINTON METROPOLITAN
AUTHORITY**, a public body corporate under the
laws of the State of Michigan

By: _____

Name: John E. Labelle

Its: Chairperson

By: _____

Name: Robert W. Marans

Its: Secretary

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of November, 2014, by John E. Labelle, Chairperson, and Robert W. Marans, Secretary of Huron-Clinton Metropolitan Authority, a public body corporate under the laws of the State of Michigan, on behalf of the public body corporate.

_____, Notary Public
_____, County, Michigan
My commission expires: _____
Acting in _____ County

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

VILLAGE OF MILFORD, MICHIGAN, a
Michigan municipal corporation

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of November, 2014, by _____, the _____ of Village of Milford, a Michigan municipal corporation, on behalf of the corporation.

_____, Notary Public
_____ County, Michigan
My commission expires: _____
Acting in _____ County

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

**YOUNG MEN'S CHRISTIAN ASSOCIATION
OF METROPOLITAN DETROIT**, a Michigan
nonprofit corporation

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of November, 2014, by _____, the _____ of Young Men's Christian Association of Metropolitan Detroit, a Michigan nonprofit corporation, on behalf of the corporation.

_____, Notary Public
_____ County, Michigan
My commission expires: _____
Acting in _____ County

Prepared by and when recorded return to:

Brandon J. Muller
Clark Hill PLC
151 South Old Woodward Avenue, Suite 200
Birmingham, Michigan 48009

[Signature Page to Utility and Drainage Easement Agreement]

Exhibit A

Legal Description of the Authority Parcel

Real Property situated in the Township and Village of Milford, Oakland County, Michigan, described as follows:

Parcel 1:

That part of the North 1/2 of Section 10, Town 2 North, Range 7 East, Milford Township, Oakland County, Michigan, described as: Commencing at the North 1/4 corner of said Section 10; thence South 02 degrees 42 minutes 22 seconds East, along the North-South 1/4 line of said Section 10, 1164.45 feet to a point on the centerline of Commerce Road, for a Point of Beginning, said point being distant North 02 degrees 42 minutes 22 seconds West, 1576.60 feet from the center of said Section 10; thence 117.79 feet, along the arc of a non-tangent curve to the left and the centerline of Commerce Road, said curve having a radius of 649.40 feet, a central angle of 10 degrees 23 minutes 33 seconds, whose chord bears South 87 degrees 31 minutes 40 seconds East, 117.63 feet; thence North 87 degrees 16 minutes 34 seconds East, continuing along said centerline 167.16 feet; thence South 02 degrees 43 minutes 26 seconds East, 213.64 feet; thence 259.51 feet along the arc of a curve to the right, having a radius of 207.50 feet, a central angle of 71 degrees 39 minutes 26 seconds, whose chord bears South 33 degrees 06 minutes 17 seconds West, 242.93 feet; thence 347.31 feet along the arc of a compound curve to the right, said curve having a radius of 377.50 feet, a central angle of 52 degrees 42 minutes 51 seconds, whose chord bears North 84 degrees 42 minutes 35 seconds West, 335.19 feet; thence 328.09 feet along the arc of a reverse curve to the left, said curve having a radius of 422.50 feet, a central angle of 44 degrees 29 minutes 32 seconds, whose chord bears North 80 degrees 35 minutes 55 seconds West, 319.90 feet; thence South 77 degrees 09 minutes 19 seconds West, 116.01 feet; thence 326.04 feet along the arc of a curve to the right said curve having a radius of 247.50 feet, a central angle of 75 degrees 28 minutes 41 seconds, whose chord bears North 65 degrees 06 minutes 21 seconds West, 302.97 feet; thence North 27 degrees 22 minutes 00 seconds West, 42.62 feet; thence 458.91 feet along the arc of a curve to the left, said curve having a radius of 1022.50 feet, a central angle of 26 degrees 16 minutes 31 seconds, whose chord bears North 40 degrees 30 minutes 15 seconds West, 464.81 feet; thence 278.42 feet along the arc of a reverse curve to the right, said curve having a radius of 207.50 feet, a central angle of 76 degrees 52 minutes 45 seconds, whose chord bears North 15 degrees 12 minutes 08 seconds West, 258.00 feet; thence North 23 degrees 14 minutes 14 seconds East, 97.28 feet; thence South 66 degrees 45 minutes 46 seconds East, along said centerline of Commerce Road, 1149.82 feet; thence continuing along said centerline, 176.46 feet along the arc of a curve to the left, said curve having a radius of 649.40 feet, a central angle of 15 degrees 34 minutes 07 seconds, whose chord bears South 74 degrees 32 minutes 50 seconds East, 175.92 feet to the Point of Beginning.

Tax Item No. 16-10-151-007

Parcel 4:

T2N, R7E, SEC 10 THAT PART OF W 1/2 OF NE 1/4 LYING WLY OF CEN LINE OF PETERS RD & LYING SLY OF CEN LINE OF COMMERCE RD, ALSO THAT PART OF E 1/2 OF NW 1/4 LYING SLY OF CEN LINE OF COMMERCE RD EXC THAT PART LYING BELOW THE 902.50 FT CONTOUR AS ESTABLISHED FROM US PBM NO. 946, SD CONTOUR ALSO BEING THE SHORE LINE OF MILL POND, ALSO EXC BEG AT PT DIST S 02-42- 22 E 1164.45 FT FROM N 1/4 COR, TH ALG CURVE TO LEFT, RAD 649.40 FT, CHORD BEARS S 87-31-40 E 117.63 FT, DIST OF 117.79 FT, TH N 87-16-34 E 512.23 FT, TH N 88-16-56 E 261.96 FT, TH S 17-11-24 W 865.80 FT, TH N 89-55-44 W 597.36 FT, TH N 02-42-22 W 315.38 FT, TH ALG CURVE TO RIGHT, RAD 422.50 FT, CHORD BEARS N 73-56-49 W 227.16 FT, DIST OF 229.99 FT, TH ALG CURVE TO LEFT, RAD 377.50 FT, CHORD BEARS N 80-35-55 W 285.83 FT, DIST OF 293.14 FT, TH S 77-09-19 W 116.01 FT, TH ALG CURVE TO RIGHT, RAD 292.50 FT, CHORD BEARS S 83-29-03 W 64.49 FT, DIST OF 64.62 FT, TH ALG CURVE TO RIGHT, RAD 213 FT, CHORD BEARS S 31-37-51 W 178.59 FT, DIST OF 184.29 FT, TH S 41-34-27 E 5.57 FT, TH ALG CURVE TO RIGHT, RAD 52.50 FT, CHORD BEARS S 15-00-36 E 46.96 FT, DIST OF 48.68 FT, TH ALG CURVE TO LEFT, RAD 1105 FT, CHORD BEARS S 05-48-46 W 221.09 FT, DIST OF 221.46 FT, TH S 00-04-17 W 175.07 FT, TH N 68-55-44 W 564.38 FT, TH N 02-41-12 W 1354.65 FT, TH S 66-45-46 E 1279.36 FT, TH ALG CURVE TO LEFT, RAD 649.40 FT, CHORD BEARS S 74-32-50 E 175.92 FT, DIST OF 176.46 FT TO BEG. CONTAINING 29.62 ACRES.

Tax Item No. 16-10-151-009

Exhibit B

Legal Description of the YMCA Parcel

Real Property situated in the Township and Village of Milford, Oakland County, Michigan, described as follows:

Parcel 2:

That part of the Northwest 1/4 of Section 10, Town 2 North, Range 7 East, Milford Township, Oakland County, Michigan, described as: Commencing at the North 1/4 Corner of said Section 10; thence South 02 degrees 42 minutes 22 seconds East, along the North-South 1/4 line of said Section 10, 1164.45 feet to a point on the centerline of Commerce Road, said point also being distant North 02 degrees 42 minutes 22 seconds West along said 1/4 line, 1576.60 feet from the center of said Section 10; thence 176.45 feet along said centerline of Commerce Road and the arc of a non-tangent curve to the right, said curve having a radius of 649.40 feet, a central angle of 15 degrees 34 minutes 07 seconds, whose chord bears North 74 degrees 32 minutes 50 seconds West, 175.92 feet; thence North 66 degrees 45 minutes 46 seconds West, continuing along said road centerline, 1194.82 feet to the Point of Beginning; thence South 23 degrees 14 minutes 14 seconds West, 97.28 feet; thence 338.80 feet along the arc of a curve to the left, said curve having a radius of 252.50 feet, a central angle of 76 degrees 52 minutes 45 seconds, whose chord bears South 15 degrees 12 minutes 08 seconds East, 313.95 feet; thence 448.27 feet along the arc of a reverse curve to the right, said curve having a radius of 977.50 feet, a central angle of 26 degrees 16 minutes 31 seconds, whose chord bears South 40 degrees 30 minutes 15 seconds East, 444.36 feet; thence South 27 degrees 22 minutes 00 seconds East, 42.62 feet; thence 320.70 feet along the arc of a curve to the left, said curve having a radius of 292.50 feet, a central angle of 62 degrees 49 minutes 12 seconds, whose chord bears South 58 degrees 46 minutes 36 seconds East, 304.88 feet; thence 184.29 feet along the arc of a non-tangent curve to the right, said curve having a radius of 213.00 feet, a central angle of 49 degrees 34 minutes 18 seconds, whose chord bears South 31 degrees 37 minutes 51 seconds West, 178.59 feet; thence non-tangentially South 41 degrees 34 minutes 27 seconds East, 5.57 feet; thence 48.68 feet along the arc of a curve to the right, said curve having a radius of 52.50 feet, a central angle of 53 degrees 07 minutes 43 seconds, whose chord bears South 15 degrees 00 minutes 36 seconds East, 46.96 feet; thence 221.46 feet along the arc of a reverse curve to the left, said curve having a radius of 1105.00 feet, a central angle of 11 degrees 28 minutes 59 seconds, whose chord bears South 05 degrees 48 minutes 46 seconds West, 221.09 feet; thence South 00 degrees 04 minutes 17 seconds West, 175.07 feet; thence North 68 degrees 55 minutes 44 seconds West, 888.88 feet; thence North 02 degrees 41 minutes 11 seconds West, 1368.29 feet; thence South 66 degrees 45 minutes 46 seconds East, along said centerline of Commerce Road, 414.77 feet to the Point of Beginning.

Tax Item Nos. 16-10-151-004 and 16-10-151-005

Parcel 3:

That part of the North 1/2 of Section 10, Town 2 North, Range 7 East, Village of Milford, Oakland County, Michigan, being a 45.00 foot wide strip of land described as:

Commencing at the North 1/4 Corner of said Section 10; thence South 02 degrees 42 minutes 22 seconds East, along the North-South 1/4 line of said Section 10, 1164.45 feet to a point on the centerline of Commerce Road, said point also being distant North 02 degrees 42 minutes 22 seconds West along said 1/4 line, 1576.60 from the Center of said Section 10; thence 117.79 feet, along said centerline of Commerce Road, being a non-tangent curve to the left, said curve having a radius of 649.40 feet, a central angle of 10 degrees 23 minutes 33 seconds, whose chord bears South 87 degrees 31 minutes 40 seconds East, 117.63 feet; thence continuing along said centerline North 87 degrees 16 minutes 34 seconds East, 167.16 feet to the Point of Beginning; thence continuing along said centerline North 87 degrees 16 minutes 34 seconds East, 45.00 feet; thence South 02 degrees 43 minutes 26 seconds East, 213.64 feet; thence 315.79 feet along the arc of a curve to the right, said curve having a radius of 252.50 feet, a central angle of 71 degrees 39 minutes 26 seconds, whose chord bears South 33 degrees 06 minutes 17 seconds West, 295.61 feet; thence 388.72 feet along the arc of a compound curve to the right, said curve having a radius of 422.50 feet, a central angle of 52 degrees 42 minutes 51 seconds, whose chord bears North 84 degrees 42 minutes 35 seconds West, 375.15 feet; thence 293.14 feet, along the arc of a reverse curve to the left, said curve having a radius of 377.50 feet, a central angle of 44 degrees 29 minutes 32 seconds, whose chord bears North 80 degrees 35 minutes 55 seconds West, 285.83 feet; thence South 77 degrees 09 minutes 19 seconds West, 116.01 feet; thence 385.32 feet along the arc of a curve to the right, said curve having a radius of 292.50 feet, a central angle of 75 degrees 28 minutes 41 seconds, whose chord bears North 65 degrees 06 minutes 21 seconds West, 358.06 feet; thence North 27 degrees 22 minutes 00 seconds West, 42.62 feet; thence 448.27 feet along the arc of a curve to the left, said curve having a radius of 977.50 feet, a central angle of 26 degrees 16 minutes 31 seconds, whose chord bears North 40 degrees 30 minutes 15 seconds West, 444.36 feet; thence 338.80 feet long the arc of a reverse curve to the right, said curve having a radius of 252.50 feet, a central angle of 76 degrees 52 minutes 45 seconds, whose chord bears North 15 degrees 12 minutes 08 seconds West, 313.95 feet; thence North 23 degrees 14 minutes 14 seconds East, 97.28 feet; thence South 66 degrees 45 minutes 46 seconds East, along the centerline of Commerce Road, 45.00 feet; thence South 23 degrees 14 minutes 14 seconds West, 97.28 feet; thence 278.42 feet along the arc of a curve to the left, said curve having a radius of 207.50 feet, a central angle of 76 degrees 52 minutes 45 seconds, whose chord bears South 15 degrees 12 minutes 08 seconds East, 258.00 feet; thence 468.91 feet along the arc of a reverse curve to the right, said curve having a radius of 1022.50 feet, a central angle of 26 degrees 16 minutes 31 seconds, whose chord bears South 40 degrees 30 minutes 15 seconds East, 464.81 feet; thence South 27 degrees 22 minutes 00 seconds East, 42.62 feet; thence 326.04 feet along the arc of a curve to the left, said curve having a radius of 247.50 feet, a central angle of 75 degrees 28 minutes 41 seconds, whose chord bears South 65 degrees 06 minutes 21 seconds East, 302.97 feet; thence North 77 degrees 09 minutes 19 seconds East, 116.01 feet; thence 328.09 feet along the arc of a curve to the right, said curve having a radius of 422.50 feet, a central angle of 44 degrees 29 minutes 32 seconds, whose chord bears South 80 degrees 35 minutes 55 seconds East, 319.90

feet; thence 347.31 feet along the arc of a reverse curve to the left, said curve having a radius of 377.50 feet a central angle of 52 degrees 42 minutes 51 seconds, whose chord bears South 84 degrees 42 minutes 35 seconds East, 335.19 feet; thence 259.51 feet along the arc of a compound curve to the left, said curve having a radius of 207.50 feet, a central angle of 71 degrees 39 minutes 26 seconds, whose chord bears North 33 degrees 06 minutes 17 seconds East, 242.93 feet; thence North 02 degrees 43 minutes 26 seconds West, 213.64 feet to the Point of Beginning.

Tax Item No. 16-10-151-006

Exhibit C

Depiction and Description of the Easement Areas

[SEE ATTACHED]

EXHIBIT C

- ① Delta = 15°34'07"
Radius = 649.40'
Arc = 176.46'
Tangent = 88.78'
Chord = 175.92'
Ch. Brg. = N 74°32'50" W

② Delta = 29°01'55"
Radius = 247.50'
Arc = 125.41'
Tangent = 64.08'
Chord = 124.07'
Ch. Brg. = N 45°41'40" W

③ Delta = 31°11'19"
Radius = 422.50'
Arc = 229.99'
Tangent = 117.92'
Chord = 227.16'
Ch. Brg. = N 73°56'49" W

④ Delta = 32°34'59"
Radius = 377.50'
Arc = 214.68'
Tangent = 110.33'
Chord = 211.80'
Ch. Brg. = N 74°38'39" W
- ⑤ Delta = 11°54'33"
Radius = 347.50'
Arc = 72.23'
Tangent = 36.25'
Chord = 72.10'
Ch. Brg. = S 83°06'35" W

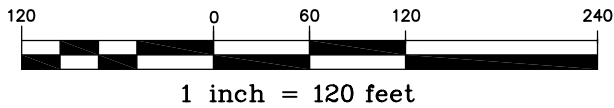
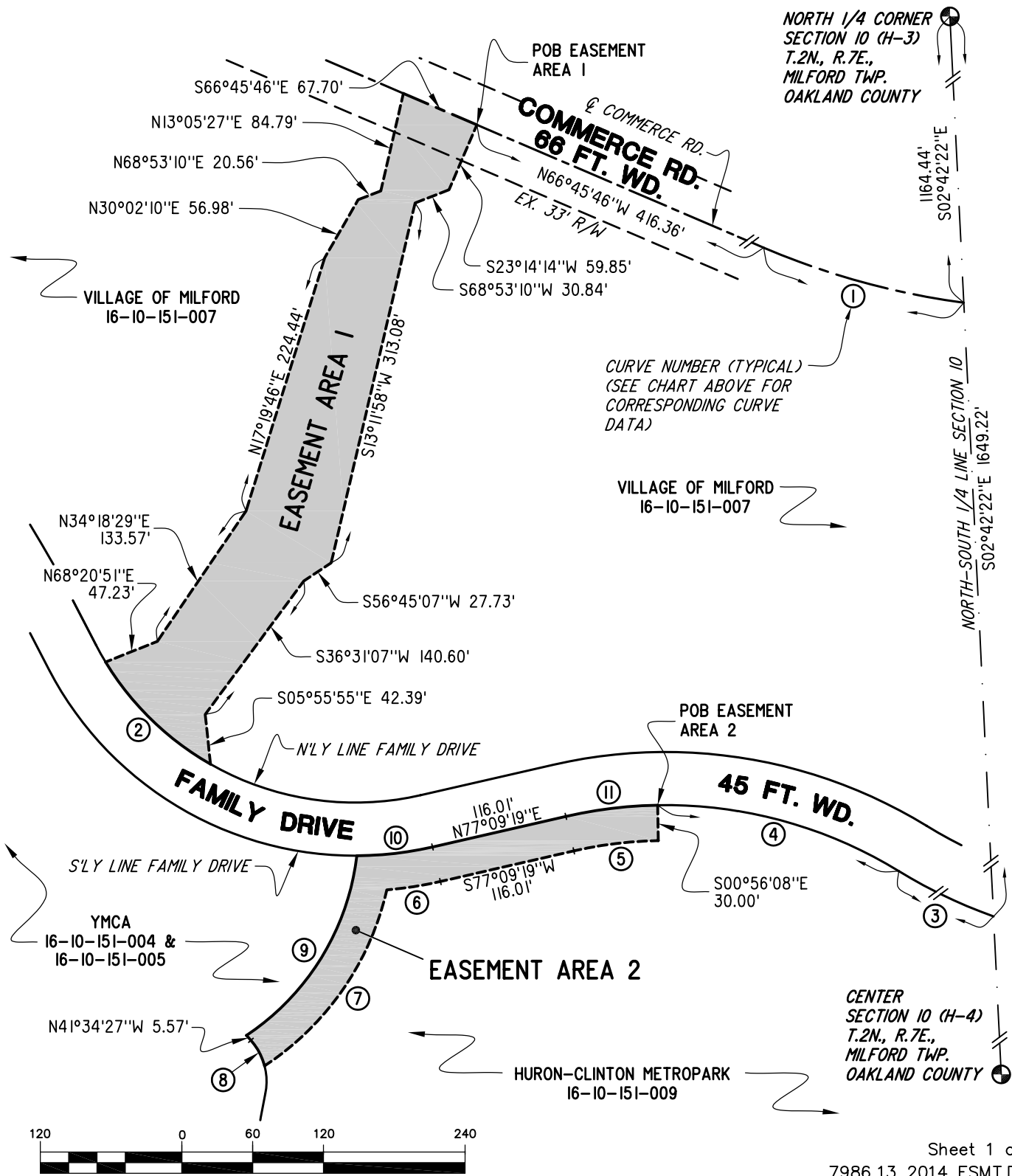
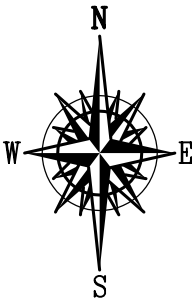
⑥ Delta = 08°09'46"
Radius = 322.50'
Arc = 45.95'
Tangent = 23.01'
Chord = 45.91'
Ch. Brg. = S 81°14'12" W

⑦ Delta = 43°52'51"
Radius = 243.00'
Arc = 186.10'
Tangent = 97.88'
Chord = 181.59'
Ch. Brg. = S 34°51'18" W

⑧ Delta = 27°05'34"
Radius = 52.50'
Arc = 24.82'
Tangent = 12.65'
Chord = 24.59'
Ch. Brg. = N 28°01'41" W
- ⑨ Delta = 49°34'18"
Radius = 213.00'
Arc = 184.29'
Tangent = 98.36'
Chord = 178.59'
Ch. Brg. = N 31°37'50" E

⑩ Delta = 12°39'29"
Radius = 292.50'
Arc = 64.62'
Tangent = 32.44'
Chord = 64.49'
Ch. Brg. = N 83°29'03" E

⑪ Delta = 11°54'33"
Radius = 377.50'
Arc = 78.46'
Tangent = 39.37'
Chord = 78.32'
Ch. Brg. = N 83°06'35" E



McNEELY & LINCOLN
Associates, Inc.
CIVIL ENGINEERING & LAND SURVEYING
PH. (734) 432-9777 FAX (734) 432-9786
37741 PEMBROKE, LIVONIA, MICHIGAN, 48152
WWW.MNLINC.COM

Sheet 1 of 3
7986.13 2014 ESMT.DWG
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For YMCA Date 10/13/14
Scale 1" = 120' Drawn By SA
Job No. 7896.13 Checked By MB

EXHIBIT C

EASEMENT AREA 1

Part of the Northwest 1/4 of Section 10, Town 2 North, Range 7 East, Village of Milford, Oakland County, Michigan, described as:

Commencing at the North 1/4 Corner of Section 10, Town 2 North, Range 7 East; thence South 02 degrees 42 minutes 22 seconds East, along the North-South 1/4 line of Section 10, 1164.44 feet to the centerline of Commerce Road (66 feet wide) and the beginning of a non-tangent curve concave to the Northeast, having a radius of 649.40 feet; thence Northwesterly, along the centerline of Commerce Road and the arc of said curve, 176.46 feet, through a central angle of 15 degrees 34 minutes 07 seconds (the chord of said curve bears North 74 degrees 32 minutes 50 seconds West 175.92 feet); thence North 66 degrees 45 minutes 46 seconds West along the centerline of Commerce Road, 416.36 feet to the **Point of Beginning**;

thence South 23 degrees 14 minutes 14 seconds West 59.85 feet;

thence South 68 degrees 53 minutes 10 seconds West 30.84 feet;

thence South 13 degrees 11 minutes 58 seconds West 313.08 feet;

thence South 56 degrees 45 minutes 07 seconds West 27.73 feet;

thence South 36 degrees 31 minutes 07 seconds West 140.60 feet;

thence South 05 degrees 55 minutes 55 seconds East 42.39 feet to the Northerly line of Family Drive (45 feet wide) and the beginning of a non-tangent curve concave to the Northeast, having a radius of 247.50 feet;

thence Northwesterly, along said Northerly line and the arc of said curve, 125.41 feet, through a central angle of 29 degrees 01 minute 55 seconds (the chord of said curve bears North 45 degrees 41 minutes 40 seconds West 124.07 feet);

thence North 68 degrees 20 minutes 51 seconds East 47.23 feet;

thence North 34 degrees 18 minutes 29 seconds East 133.57 feet;

thence North 17 degrees 19 minutes 46 seconds East 224.44 feet;

thence North 30 degrees 02 minutes 10 seconds East 56.98 feet;

thence North 68 degrees 53 minutes 10 seconds East 20.56 feet;

thence North 13 degrees 05 minutes 27 seconds East 84.79 feet to the centerline of Commerce Road;

thence South 66 degrees 45 minutes 46 seconds East, along said centerline, 67.70 feet to the **Point of Beginning**.

<div><div>M^cNEELY & LINCOLN</div><div>Associates, Inc.</div><div>CIVIL ENGINEERING & LAND SURVEYING</div><div>PH. (734) 432-9777 FAX (734) 432-9786</div><div>37741 PEMBROKE, LIVONIA, MICHIGAN, 48152</div><div>WWW.MNLINC.COM</div></div>	<div>For YMCA Date 10/13/14</div> <div>Scale NA Drawn By SA</div> <div>Job No. 7896.13 Checked By MB</div>
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EXHIBIT C

EASEMENT AREA 2

Part of the Northwest 1/4 of Section 10, Town 2 North, Range 7 East, Village of Milford, Oakland County, Michigan, described as:

Commencing at the North 1/4 Corner of Section 10, Town 2 North, Range 7 East;
thence South 02 degrees 42 minutes 22 seconds East, along the North-South 1/4 line of Section 10, 1649.22 feet to the Southerly line of Family Drive (45 feet wide) and the beginning of a non-tangent curve concave to the Northeast having a radius of 422.50 feet;
thence Northwesterly, along the Southerly line of Family Drive and the arc of said curve, 229.99 feet, through a central angle of 31 degrees 11 minutes 19 seconds (the chord of said curve bears North 73 degrees 56 minutes 49 seconds West 227.16 feet) to the beginning of a reverse curve concave to the Southwest having a radius of 377.50 feet;
thence Northwesterly, along the Southerly line of Family Drive and the arc of said curve, 214.68 feet, through a central angle of 32 degrees 34 minutes 59 seconds (the chord of said curve bears North 74 degrees 38 minutes 39 seconds West 211.80 feet) to the **Point of Beginning**;
thence South 00 degrees 56 minutes 08 seconds East 30.00 feet to the beginning of a curve concave to the South having a radius of 347.50 feet;
thence Westerly, along the arc of said curve, 72.23 feet, through a central angle of 11 degrees 54 minutes 33 seconds (the chord of said curve bears South 83 degrees 06 minutes 35 seconds West 72.10 feet);
thence South 77 degrees 09 minutes 19 seconds West 116.01 feet to the beginning of a curve concave to the Northwest having a radius of 322.50 feet;
thence Southwesterly, along the arc of said curve, 45.95 feet, through a central angle of 08 degrees 09 minutes 46 seconds (the chord of said curve bears South 81 degrees 14 minutes 12 seconds West 45.91 feet) to the beginning of a non-tangent curve concave to the Northwest having a radius of 243.00 feet;
thence Southwesterly, along the arc of said curve, 186.10 feet, through a central angle of 43 degrees 52 minutes 51 seconds (the chord of said curve bears South 34 degrees 51 minutes 18 seconds West 181.59 feet) to the beginning of a non-tangent curve concave to the Southwest having a radius of 52.50 feet;
thence Northwesterly, along the arc of said curve, 24.82 feet, through a central angle of 27 degrees 05 minutes 34 seconds (the chord of said curve bears North 28 degrees 01 minute 41 seconds West 24.59 feet);
thence North 41 degrees 34 minutes 27 seconds West 5.57 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 213.00 feet;
thence Northeasterly, along the arc of said curve, 184.29 feet, through a central angle of 49 degrees 34 minutes 18 seconds (the chord of said curve bears North 31 degrees 37 minutes 50 seconds East 178.59 feet) to the Southerly line of Family Drive and the beginning of a non-tangent curve concave to the Northwest having a radius of 292.50 feet;
thence Northeasterly, along the Southerly line of Family Drive and the arc of said curve, 64.62 feet, through a central angle of 12 degrees 39 minutes 29 seconds (the chord of said curve bears North 83 degrees 29 minutes 03 seconds East 64.49 feet);
thence North 77 degrees 09 minutes 19 seconds East along the Southerly line of Family Drive, 116.01 feet to the beginning of a curve concave to the South having a radius of 377.50 feet;
thence Easterly, along the Southerly line of Family Drive and the arc of said curve, 78.46 feet, through a central angle of 11 degrees 54 minutes 33 seconds (the chord of said curve bears North 83 degrees 06 minutes 35 seconds East 78.32 feet) to the **Point of Beginning**.

<div>M^CNEELY & LINCOLN Associates, Inc.</div> <div>CIVIL ENGINEERING & LAND SURVEYING PH. (734) 432-9777 FAX (734) 432-9786 37741 PEMBROKE, LIVONIA, MICHIGAN, 48152 WWW.MNLINC.COM</div>	For <u>YMCA</u>		Date <u>10/13/14</u>
	Scale <u>NA</u>		Drawn By <u>SA</u>
	Job No. <u>7896.13</u>		Checked By <u>MB</u>



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Mike Brahm-Henkel, Manager of Assets and Development
Subject: Proposal – Design Services, Washago Pond Dam Investigation
Location: Willow Metropark, Wayne County
Date: November 5, 2014

Action Requested: Motion to Approve Proposal

That the Board of Commissioners approve the Applied Science, Inc. proposal in the estimated total amount of \$48,192 as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.

Background: In response to staff's request, Applied Science, Inc. (ASI) of Detroit submitted a proposal for engineering design services, to investigate, assess, and develop plans for the replacement of the existing outlet structure for the Washago Pond Dam. Also, included in the proposal is the evaluation of the existing embankment. The scope of services will include the preparation of construction plans, specifications, cost estimates, geotechnical testing, permit applications, and construction support services. ASI's total fee amount indicated in their proposal dated Sept. 30, 2014, is \$ 48,192. ASI's design services will be provided on a fixed-fee basis, billed at their hourly rate. Construction service fees are estimated and will be billed based on actual services rendered.

Water flow past the sluice gate has been observed which indicates an inflow around the control gate and into the spillway piping. The structure maintains the water elevation of Washago Pond and a system failure would result in the loss of the pond. The existing structure is more than 37-years-old and the gate has not operated for many years. The structure also appears to have shifted from its original alignment.

Washago Pond is listed on the states registry dam no. 760 and is rated as a low hazard. Alternatives to the existing configuration will be assessed to seek the best long-term solution for level control.

Requests for Proposals were also received from to the following:

- AEW – \$60,120; and
- ASI – \$48,192.

Requests for Proposals were sent to the following: Stantec, ECT, FTCH, NTH, SME, URS, Wade Trim, J&A, HRC

Attachment: ASI Proposal



Huron-Clinton Metropolitan Authority Engineering Department Washago Pond Dam Investigation

Submitted by:



Applied Science, Inc.

Consulting Engineers

300 River Place
Suite 5400
Detroit, MI 48207
Phone: (313) 567-3990
Fax: (313) 567-3750

www.asi-detroit.com

September 30, 2014

Introduction

Applied Science, Inc. (ASI) is a local consulting firm that specializes in providing exemplary hydrologic and hydraulic study and design services. ASI was built and has maintained its existence for over 30 years providing services similar to those for the requested project. No other company will give you the quality, expertise, and cost efficiency at the level that ASI can provide on this type of project.

ASI has an excellent reputation of providing innovative design and engineering services for a wide range of projects including natural stream bank restoration as well as flow control design.

Our experience in watershed analysis and bank stabilization design makes us especially qualified for this project. ASI has successfully completed a number of projects similar to the Washago Pond Dam Investigation project. For example, at the Newburgh Lake in Livonia, a project was established to dredge the lake of sediment. The outlet of the lake was a concrete ogee spillway that also had a 4 ft x 4 ft sluice gate at the base of the dam which was in disrepair. ASI designed a cofferdam that allowed the lake to be slowly drained, to protect the earthen embankment from quick draining conditions and allowed replacement of the gate. ASI also developed plans and specifications for the sediment removal and shoreline restoration. ASI worked closely with the client and with the MDEQ in selecting the best construction alternatives, preparing the design and working with the contractor throughout the construction of the project.



ASI is nationally known for our computer modeling capabilities and work in water resources. ASI has extensive experience in hydrologic and hydraulic modeling programs such as Storm Water Management Model (SWMM) and the U.S. Army Corp of Engineers HEC-HMS/HEC-RAS programs.

ASI has extensive experience working with the MDEQ and other regulatory agencies on projects within the floodplain/floodway and with dams. This past experience has

given us knowledge in the requirements and standards needed in the proposed design in order to produce contract documents that are “approvable” by the MDEQ. ASI has obtained dozens of permits from the MDEQ/ACOE over the past few years.

ASI will be partnering with G2 Consulting Group, LLC. (G2) to form a team of experts covering all disciplines required for this project. G2 will provide all necessary geotechnical testing, sampling, soil analyses and design. G2 is a leader in the industry in assessing earth retention systems and developing design requirements for slope stability projects. ASI and G2 have worked together on a multitude of projects and have a seamless working relationship. Both companies work very cost-effectively and are looking only to perform the work necessary to determine the solution to the problem. Therefore, our team typically can provide more or the same number of working hours at a lower cost than our competitors.

APPLIED SCIENCE, INC.

ASI is a civil/environmental engineering firm that specializes in flood control evaluation and design, floodplain management, stream restoration, watershed studies, stormwater control, and design of drainage and sewerage systems among other services. ASI has provided these services on numerous small- and large-scale projects for municipal and private clients for over the past 25 years. A women-owned business enterprise (WBE), ASI was founded in 1984 by Karen E. Ridgway.



ASI currently has Certified Floodplain Managers on staff that have extensive experience in the evaluation, design, and permitting of drain and river projects. ASI prides itself on its ability to consistently provide the highest quality design services as those required on this project.

ASI has extensive experience in providing investigative study reports, preparing plans and specifications from the study, and managing the construction activities as required. Our ability to effectively and efficiently take the conceptual ideas from the study phase to the design phase and into construction has been key to our company's success.

ASI provides the following services that are important to this project:

- Flood Control Evaluation and Design
- Floodplain Management
- Stormwater Modeling
- Natural Stream Restoration
- Stream Bank Stability Design
- Watershed Studies
- Stormwater Control Design and Permitting
- Construction Management

ASI also prepares watershed plans and has extensive experience in drainage area delineation, hydrologic, hydraulic, and water quality monitoring, measuring stream flow, stream sampling, and performing stream bank, outfall, and sediment surveys.



G2 CONSULTING GROUP, LLC.

G2 is a consulting engineering firm that provides geotechnical, environmental, construction, design and testing services since 1994. Based in Troy, Michigan, with branches in Brighton, Michigan and Wheeling, Illinois, G2 provides consulting services on projects throughout the Midwest.

G2 is pre-qualified by the Michigan Department of Transportation (MDOT) to provide geotechnical engineering, foundation design, specialty retaining walls and stable slope design, construction engineering and construction materials and testing

and inspection services. G2 has performed many geotechnical investigations for MDOT, other municipalities, and private owners throughout Michigan and the Midwest. The budgets for these projects range from \$3,000 to \$100,000. None of the proposed project budgets or deadlines was exceeded on any of these projects.

G2's investigations include specific recommendations and design options for slope repair and reinforcement such as modified slope grading, toe buttressing, rip rap reinforcement, slope armor for scour protection, gabion baskets, geogrid reinforced earth, sheet pile and earth anchor reinforcement, deep root vegetation, and slope drainage. G2's substantial knowledge of local subsurface conditions, regulatory requirements and construction techniques help our experts unearth the most cost-effective, efficient designs.

Project Team

We have assembled a team of personnel selected for their specific experience and abilities that are best suited for this project. ASI and G2 bring a qualified, experienced, and integrated team organized to meet the challenges of this complex project while providing the attention to detail and economic considerations that the City and its residents deserve. The following summaries are provided for the key personnel slated to be involved in the project. Both ASI and G2 have a full staff of engineers that are capable of supporting the key personnel list. Full resumes are also provided in the appendix of this proposal.

Applied Science, Inc. is incorporated and licensed in the State of Michigan. The work will be completed out of the Detroit Office with assistance from G2 Consulting Group out of their Troy Office.

PROJECT CONTACT AND LEAD ENGINEER

John Michalski, P.E., CFM, has over 21 years of conducting and managing watershed projects. His experience on similar projects will allow the ASI team to be concise and efficient with only the highest quality product delivered in the end. His experience as a manager, modeler, designer, and field inspector gives him a wide-ranging and comprehensive understanding of the most efficient methods to

execute these types of projects. Mr. Michalski has completed coursework based on Dr. Rosgen's Watershed Assessment of River Stability and has put into practice the methods developed for energy dissipation, bank stability, and channel bottom stability.

Mr. Michalski has a reputation for being an excellent engineer and easy to work with, and the HCMA can therefore be assured he will provide the project as well as the staff, the attention needed to make the project a success.

GEOTECHNICAL SUPPORT

Mark Stapleton, P.E., a Project Manager with G2, will serve as the geotechnical project consultant. He will provide technical direction and QA/QC reviews for the geotechnical work. Mr. Stapleton has over 25 years of geotechnical engineering experience. He has managed all aspect of geotechnical engineering projects including design, report preparation, plans and specifications, instrumentation design and installation, and contract negotiations.

Mr. Stapleton worked with ASI on the Franklin and 14 Mile Road stream bank stabilization project among others. He was the lead geotechnical engineer and provided design and construction engineering services. Mr. Stapleton also provided geotechnical investigation services for the U.S. Army Corps of Engineers.

QUALITY ASSURANCE AND QUALITY CONTROL

Karen Ridgway, P.E., President and Principal Engineer of ASI, will provide technical oversight and QA/QC review services for this project. Ms. Ridgway has 30 years of consulting engineering experience. Her expertise within civil engineering is hydraulic and hydrology as applied to water, wastewater, and drainage systems. She has worked on numerous projects requiring permits and compliance with combined sewer overflow, sanitary sewer overflow, and other surface water and ground water discharge regulations. Ms. Ridgway has an excellent reputation as an engineer and is known for her high standards of practice. She is a demanding leader and insists on providing the highest quality services.

ASI understands the importance of practical experience for the successful completion of this project. ASI has assembled a team of experts that have a history of providing high quality work on projects that required expertise in the following areas:

- Floodplain Impact and Permitting
- Hydrologic and Hydraulic Assessment and Modeling
- Soil Stabilization/Foundation Design
- Geotechnical Investigation
- Project QA/QC and Construction Management

ASI Team Related Projects

Over the years, ASI and G2 have been involved with numerous watershed and stream bank stabilization projects in the Southeastern Michigan region. The ASI Team has successfully completed the following projects.

	Floodplain Floodway	Hydraulic Modeling	Engineering Plans and Specification	Culvert/Outlet Study and Design	Streambank Restoration	Slope Analysis	Embankment Design/Foundation	Construction Management Services
Franklin and 14 Mile	X	X	X	X	X	X	X	X
Ten Hill & Wallbrook Extension	X	X	X		X	X	X	X
St. Clair Metro Park Parking Lot Restoration		X		X				
Fenton Dam			X	X		X	X	X
Lansing Waterfront CMI	X	X	X		X			
Elizabeth Park	X		X				X	
Newburgh Lake Restoration	X	X	X	X	X	X	X	X
Palace			X	X		X	X	X
Carpenter Lake Restoration	X	X	X	X		X	X	X
Galloway Creek	X	X	X		X	X	X	X

More specific information on selected projects from the listed projects above are presented on the following Project Experience sheets. The projects have been completed on time and within budget. In many cases ASI has been asked to provide additional services after the initial work was completed which caused the deadline date and budget to be extended. The projects provided are just some of the projects completed but hopefully show a comprehensive review of the abilities of the ASI Team.

Carpenter Lake and Dam Restoration

Client:

*City of Southfield
Oakland County, MI*

Client Contact:

*Ms. Merrie Carlock
Park Planner/Land
Architect
Southfield Parks &
Recreation Department
(248) 796-4618*

Project Start Date:

January 2004

Scheduled Completion:

June 2006

Final Completion Date:

*Design & construction
phases are complete.
Phase II (wetland
plantings) is on-going.*

Total Project Budget:

\$3,500,000

ASI Original Budget:

\$61,728

ASI Final Budget:

\$65,728

Carpenter Lake is located in the City of Southfield on the North Branch of the Main Ravines Drain, also known as Carpenter Branch. The lake is an impoundment that is long and narrow and covers an area of about 5 acres. The lake was controlled by a small outlet structure that consisted of an 8-foot-wide concrete spillway within a 45 foot long concrete retaining wall and earthen berm that served as a dam and high water level overflow structure. The embankment of the spillway had washed out years ago and the outlet structure was in disrepair. Additionally, the lake had been accumulating sediment and was no longer providing the recreational benefits desired by the City of Southfield. Therefore, the objectives of this restoration project were to improve the water quality, increase the recreational use of the lake, and construct an outlet structure that would achieve and meet the dam safety and stormwater requirements.

Applied Science, Inc. (ASI) was responsible for performing a hydrologic and hydraulic study of the lake and adjacent drains to determine the optimum outlet structure configuration. The outlet structure needed to set the base level for the lake, provide storage during storm events, and pass the 100 year flow within existing floodplain elevations. ASI developed an outlet configuration that reduced peak outflow rate for the frequent storm events (2 month through 1 year return periods) and passes the 100 year flood flow. The design was constrained by the elevation of mature trees along the shoreline. ASI developed a dynamic hydraulic model using the HEC-HMS and HEC-RAS computer programs to estimate the duration of inundation during storm events to assure no damage to the trees would be created by the fluctuating lake levels.



Before



After

Stormwater control and water quality features were designed into the spillway structure such as low flow outlet, mid-range weir, and chute blocks on the downstream channel to dissipate energy and increase air entrainment to the downstream river reach.

Stream channel improvements to the downstream section of the spillway outlet and drain were incorporated into the lake project plans. Erosion control measures and slope stability were also considered in the stream channel improvements.

ASI also prepared the soil/sediment removal and the final grading plans for the lake restoration. ASI also provided engineering services throughout the construction period of the project such as periodic site inspection, shop drawing review, and cost estimation.

Ten Hill and Wallbrook Extension

Client:

Oakland County Drain
Commissioner
Oakland County, MI

Client Contact:

Mr. Glenn Appel
Asst. Chief Engineer
(248) 858-0976

Project Start Date:

May 2009

Scheduled Completion:

November 2010

Final Completion Date:

May 2011 (Final wetland
planting postponed to
Spring).

ASI Original Budget:

\$40,917

ASI Final Budget:

\$40,917

Applied Science, Inc. (ASI) was the prime consulting engineer for the Ten Hill and Wallbrook Extension Project. The project involved the study, design, and construction phase services for stream bank stabilization activities along a 300-foot reach of the Franklin Branch of the Rouge River in West Bloomfield Township. The project was a result of the need to stabilize a severely eroding stream bank which was causing property loss and damage to the surrounding infrastructure.



Before



After

Three (3) conceptual stream bank erosion control alternatives were developed to satisfy the MDEQ design criteria: "to minimize the resource impacts" to a natural stream or river. In addition, the following additional design goals were made during the evaluation of alternatives:

- Cost-effectiveness;
- Aesthetics;
- Water quality of the stream;
- Long lasting stability;
- Energy dissipation;
- Site impacts during construction; and
- Required periodic maintenance

Major considerations that needed to be addressed in the design were: the impact of the stream flow on the 90-degree bend in the river, the exposed sandy soil along the banks at the bends, and the energy dissipation required to not pass the problem further downstream. ASI developed Construction Documents for the restoration of the stream bank area which included the construction of a ledger stone retaining wall, bankfull shelf, 2 – Newbury Weir structures, wetland vegetative plantings and shoreline plantings.

ASI's responsibilities for the project included a study and hydraulic HEC-RAS model of the impacted area, coordination with the MDEQ during permitting, design and contract document preparation, coordination with the Oakland County Water Resource Commissioner (OCWRC) staff, coordination with subconsultants, coordination with affected property owners, and construction phase services. ASI will also provide a three year monitoring report per the MDEQ permit requirement.

Lansing CMI Riverfront Development

Client:

City of Lansing
7th Floor City Hall
124 W. Michigan
Lansing, MI 48824

Client Contact:

Chad Gamble
Director of Public Works
(517) 483-4452

Project Start:

November 2008

Scheduled Completion:

August 2009

Final Completion:

August 2009

ASI Original Budget:

\$16,618

ASI Final Budget:

\$18,118

(Additional budget for
Added Scope)

Applied Science, Inc. (ASI) conducted floodplain analysis and developed design criteria for work associated with three adjacent projects; the Lansing CMI Riverfront Development; Accident Fund HQ Development; and the City market. ASI's work included conducting detailed hydraulic analyses of existing and proposed conditions of the improvements planned for the Lansing CMI Waterfront Redevelopment project within the Grand River 100-year flood plain.

This CMI grant funded project consisted of improvements including the addition of a new riverwalk system along the east and west shorelines of the Grand River between Michigan and Shiawassee Roads, a raised bridge section with pier supports to by-pass the old BWL intake structure, and riverbank improvements along the east side.

Conditions represented in the analysis also include the proposed improvements made to the Accident Fund HQ site which is adjacent to the City of Lansing's riverfront easement along the west bank of the work area. Additionally, the analysis included the proposed changes to be made to the City Market site which is to be located on the east side of the river just north of the Lansing Civic Center. All three projects (Lansing Riverfront, Accident Fund HQ, and the City Market) had coordinated design features that were interwoven in the proposed improvements along the Grand River between Michigan and Shiawassee Roads.

ASI worked with all three separate entities in order to provide one comprehensive Michigan Department of Environmental Quality (MDEQ) application for permit. ASI collected preliminary design details for each project, assessed the impact of the proposed improvements to the floodplain, directed the separate designers to the required changes needed to limit the impact of the floodplain. ASI reviewed and worked with the designers

through the development of the construction drawings to assure the work met the permit requirements. Design elements included; retaining wall heights and position, pier size and shape for walkway, grading for cut and fill areas along the river bank, sidewalk and benches in the floodplain and architectural features along the river's edge.

ASI developed an inclusive hydraulic report which fulfilled the requirements for the Lansing Riverfront project and the hydraulic analysis as part of obtaining a Part 31/301 construction-within-a-flood plain permit by the MDEQ.

The hydraulic analyses included the evaluation of the original FIS Study input data, a revision based on updated existing conditions, and a proposed conditions model. The model results show that the proposed plans for the modifications described within this report will not increase the 100 year flood levels in the Grand River upstream of the proposed modifications to the river banks.





Franklin and 14 Mile Road

Client:

Oakland County
Drain Commissioner
Oakland County, MI

Client Contact:

Mr. Glenn Appel
Asst. Chief Engineer
(248) 858-0976

Project Start Date:

October 2003

Scheduled**Completion Date:**

November 2006

Final Completion Date:

November 2006

ASI Original Budget:

\$216,633

ASI Final Budget:

\$216,633

Applied Science, Inc. (ASI) was the prime consulting engineer for the Franklin and 14 Mile Road Project. The project involved providing study, design, and construction phase services for streambank stabilization activities along a 3,600-foot reach of the Franklin Branch of the Rouge River in Bloomfield Township, Michigan. The project was a result of a FEMA grant obtained by Bloomfield Township to help eliminate streambank erosion and sedimentation along this portion of the river.



Before



During



After

ASI's responsibilities for the project included a study and development of a hydraulic model of the impacted area using the HEC-RAS computer program; coordination with the MDEQ during permitting (MDEQ Permit No. 04-63-0239-P), design and contract document preparation; coordination with Oakland County Drain Commissioner (OCDC) staff; coordination with subconsultants and affected property owners; and performance of construction phase services. ASI developed a specification for the construction contractor that explained the special hazards of the river environment and the flood protection/temporary diversion requirements for the construction work.



Before



During



After

The construction phase services included responding to contractor RFIs, reviewing shop drawings, reviewing and interpreting geotechnical data, construction inspection, monthly progress meetings, and field design changes. ASI assigned one engineer to be responsible for the construction phase services for this project.

Throughout the project, ASI's field staff was in constant communication with the affected property owners and OCDC staff. This communication was the key to developing an excellent working relationship with all parties involved. The result was a smooth running project and residents who were satisfied with the process and final product.

Newburgh Lake Dam Rehabilitation

Client:

*Wayne County
Dept. of Environment*

Client Contact:

*Ms. Kelly Cave, Director
(313) 224-8282*

Project Start:

July 1995

Scheduled Completion:

March 1997

Final Completion:

January 1997

ASI Original Budget:

\$78,232

ASI Final Budget:

\$64,868

Applied Science Inc. (ASI) analyzed the hydrology and hydraulics of the flows passing through the Newburgh Lake Dam Spillway and prepared plans and specifications to rehabilitate the low level outlet of the concrete ogee crest spillway. The rehabilitation involved the removal and replacement of a 48-inch by 48-inch sluice gate and its associated operator.

Since the existing gate was inoperable and located underwater at the upstream face of the dam, a steel piling cofferdam was designed to assist in performing the rehabilitation work. The cofferdam was designed with a stop log structure that allowed the lake level to be lowered without the scouring of lake bottom sediment. Since the Newburgh Lake spillway is ogee-crested, an innovative design was needed to construct the cofferdam against the face of the spillway. ASI developed a specification for the construction contractor that explained the special hazards of the river environment and the flood protection/temporary diversion requirements for the construction work.

This project was performed in coordination with a restoration project planned for Newburgh Lake. The hydrologic and hydraulic calculations were used to size the stop log structure and to estimate

weather impacts to the restoration project. The specifications also were prepared for proper coordination between the projects.





The Fenton Mill Pond Dam Project is located within a park operated by the City of Fenton and is located immediately downstream from the Fenton Dam spillway. The project consisted of stabilization of approximately 50 lineal feet of earth embankment shoreline along the raceway channel downstream from the Fenton Mill Pond Dam. At the existing dam, the water falls approximately 10 feet from the crest of the dam to the bottom of the spillway channel. Due to the geometric configuration of the dam and the downstream bank, water is directed into the northeast bank of the raceway channel. As a result, the bank has experienced significant prolonged erosion. In order to provide a long-term solution to the erosion problem, the channel bank was stabilized with a permanent shoreline protection system.

G2 Consulting Group, LLC performed a geotechnical investigation study which included two soil borings to a depth of 30 feet along the raceway bank. Based on our geotechnical investigation and coordination with the owner and the project engineer, Tetra Tech MPS, we recommended a permanent wall system will be installed within the existing earth embankment, a few feet from the current edge of the water. We recommended a cantilevered steel sheet pile wall system which provided the site with the desired shoreline protection with allowing the public maximum access to the water feature which is an integral part of the city park.

The shoreline protection system was designed for multiple raceway conditions. G2 designed for long term dry weather flow, short and long term flood conditions, and short term rapid draw-down conditions. We also considered scour conditions which affect the toe requirements of the wall stabilization systems. Based on all these conditions, it was found that driven cantilevered steel sheet pile segments would provide the desired outcome.

Client:	Tetra Tech, MPS Brighton, Michigan
Client Contact:	Ms. Linda Basista, P.E. 810-225-8435
G2 Project Manager:	Mark S. Stapleton, P.E.
G2 Budget:	\$7,500.00



The Palace Tech Culvert Foundation Design Project is located in the vicinity of the I-75 and Lapeer Road in Auburn Hills, Michigan. The project consisted of design and construction inspection of a pre-cast concrete culvert section. The culvert allowed for heavy vehicular traffic to pass onto the project site from the nearby Lapeer road while maintaining flow in the nearby drain.

Based on the provided geotechnical investigation the site was covered with significant amounts of organic soils and other unsuitable support soils. As a result, G2 prepared design calculations and bid documents for the construction of a deep foundation system and associated cast-in-place concrete grade beams. The pre-cast concrete segments were placed directly on the cast-in-place grade beams during construction.

The deep foundations consisted of driven steel beams. G2 performed static and dynamic pile analyses to estimate and field verify pile capacities. G2 also performed other field construction quality control tasks, such as reinforcing steel inspection and concrete materials testing.

Client: Burton Katzman Development Company
Bingham Farms, Michigan

Client Contact: Mr. Joe Pica
248-647-8811

G2 Project Manager: Mark S. Stapleton, P.E.

G2 Budget: \$10,000.00

ASI Work Plan

Development of a good work plan is essential for a cost efficient and high quality project. ASI is adept in developing Study Reports that assess an engineering condition and then developing construction documents for the selected improvements. ASI and G2 have been involved in numerous earth retention/stability projects from the investigation phase to construction completion. In addition, the ASI Team has experience with many remediation projects for existing structures that were in need of repair.

We estimate the work to be performed in five main tasks.

Task 1 – Field Investigation and Assessment

Task 2 – Development and Reporting of Alternatives

Task 3 – Preparation of Preliminary and Final Construction Plans

Task 4 – Bid Phase Assistance

Task 5 – Construction Management Phase

ASI's goal is to make this a very simple and straight forward project. We understand that the work requires unique solutions at each area of concern in order to provide a solution that will remain within the HCMA's budget.



Obviously, the main focus of the project is to repair or replace existing outlet structure and gate. Additionally an assessment of the embankment and stabilization of the slope is required. The ASI Team will look beyond the obvious and determine why the structure is in need of repair and apply our experience to the design to assure the same problems do not resurface in the future. We will

also look into methods required to accomplish the work and take that into account during the design. The ASI Team will provide a comprehensive assessment of the

project area in the field investigation report and in the reporting of the proposed alternatives. Providing this set in the design process will provide the HCMA Staff the opportunity to provide insight and have greater control on the scope of the design.

The following is a brief and concise description of the work elements and deliverables to be provided under this project.

Task 1 – Field Investigation and Assessment

The ASI team will start with the most important part of the project – the field investigation. We will conduct a site walk to observe, assess, and evaluate the areas of concern and the adjacent areas which may be affected by the improvement measures. The following work elements will be completed during the field investigation.

- Record visual observation and notes on each condition and feature in the work area. This includes structural, hydraulic, and geotechnical elements.
- Identify areas of concern and rank the severity of each condition observed.
- Determine discharge flow requirements and flood stage.
- Inspect the existing culvert, headwall and adjacent infrastructure.
- Conduct a detailed geotechnical investigation which will include performing ten (10) hand augers on the earthen embankment and collection of soil samples for laboratory testing and evaluation. During hand-auger boring operations, DCP testing will be performed, where possible, at 2 to 2-1/2 foot intervals to a depth of 5 feet to evaluate the relative density of the in-situ soils.
- Perform laboratory testing to determine the physical characteristics of the subsurface soils. The testing program may include, as appropriate, determination of the unconfined compressive strength (Torvane), natural moisture content, grain-size distribution, Atterberg limits, organic matter content, and soil classification in accordance with the Unified Soil Classification System.

Deliverables:

All collected data and results will be presented in the Assessment and Alternative Report provided in Task 2.

Task 2 – Development and Reporting of Alternatives

The ASI Team will review the collected information obtained in Task 1 along with existing plans, documents, and survey. Based on the assessment, the Team will develop two (2) conceptual alternatives for culvert rehabilitation or repair. The alternatives will be developed based on differing levels of approach, but each alternative will be a feasible, permittable (if required), and viable alternative. The conceptual alternatives will include structural improvements as well as innovative alternative concepts. The ASI Team will research all new products and methods to assure that the latest and innovative alternatives are also considered. The following work items will be completed during the development and reporting of alternatives phase.

- Determine two (2) conceptual alternatives with estimated construction cost.
- Assess the alternatives based on the geotechnical data.
- Determine if MDEQ permitting is required based on the Alternatives. Initial review of the project indicates that no permit is required by the MDEQ.
- Develop a hydraulic model, if necessary. If changes to the outlet size are included in the alternatives, discharge capacity calculations will be performed.
- Develop conceptual drawings of the alternatives for review and discussion in a workshop.
- Obtain agreement on selected alternative.
- Finalize alternative report.

Deliverables:

Workshop Meeting Minutes

Final Alternative Report

Task 3 – Preparation of Preliminary and Final Construction Plans

The ASI Team will prepare a preliminary set of Construction Documents that will present the basic layout and extent of the project areas. The preliminary set of plans will include existing and proposed conditions at the pond outlet improvement area, slope restoration, headwall, suggested construction sequence, and site restoration plans.

The plans will be submitted for internal review and comment.

The ASI Team will incorporate feedback from the HCMA staff review of the preliminary construction document submission. The ASI Team will conduct a workshop meeting with the staff if necessary to review the comments. The ASI Team will meet with the HCMA staff again when the documents are at the 95% completion level to present the proposed documents.

Final feedback will be obtained from the HCMA Staff and the final construction documents will be completed. The following work items will be completed during the preparation of contract documents phase.

- Incorporated review comments and complete the contract documents
- Estimate the construction and construction management cost.

Deliverables:

Five (5) Sets of Preliminary Construction Documents

One (1) Set of Final Construction Documents

Task 4 – Bid Phase Assistance

The ASI Team will organize, conduct, and document a pre-bid tour and meeting if deemed necessary. We will assist in the preparation of pre-bid question responses and Bulletins as necessary during the pre-bid phase. The ASI Team will review the Bids Tabs, evaluate the Bids for any irregularities, and make a recommendation to the HCMA for the Contract.

Task 5 – Construction Management Phase

The ASI Team will provide construction management services during the construction phase of the project. The following work items are anticipated.

- Organize, conduct, and document pre-construction meeting.
- Coordinate pre-commencement meetings for all critical activities.
- Provide regular inspection.
- Coordinate and review construction testing activities.
- Review and respond to RFIs, submittals, and requests for Change Orders.
- Conduct final inspection and prepare a punch list.
- Provide final record drawings of the completed project.

The cost proposal was estimated based on the level of effort shown and as described in the proposed work plan. ASI strives to provide services at a realistic price for the level of work required to fully complete the task. We also understand the state of the economy and appreciate that the HCMA needs to receive value on every dollar spent. We believe we have provided the HCMA with a realistic level of effort and budget to properly complete this project. Below are the estimated costs by Task as requested in the Request For Proposal.

Task	Description	Total Fee
1	Field Investigation and Assessment	\$3,744
2	Development and Reporting of Alternatives	\$7,924
3	Preliminary and Final Contract Document Design	\$13,508
4	Bid Phase Assistance	\$2,656
5	Construction Management Phase	\$20,360
	Total =	\$48,192

ASI's total cost to complete the Study and Design Phase of the Washago Pond Dam Investigation project is estimated at \$48,192. A breakdown of the hourly costs are presented on the attached table.

In order to reduce our total fee, ASI's mark-up on sub-consultants was reduced to 0% and no fees were accounted for "reimbursables". Our price includes all travel, material, and other incidental costs.

Applied Science, Inc.

Engineering Services for
Washago Pond Dam Investigation

September 30, 2014

Direct Cost by Personnel Category

Task No.	Applied Science, Inc.										Sub-Consultant	Totals
	Principal Engineer @ \$146/hr		Senior Project Manager @ \$136/hr		Project Engineer I @ \$79/hr		CADD Draftsman @ \$90/hr		Clerical @ \$60/hr			
	hrs	\$	hrs	\$	hrs	\$	hrs	\$	hrs	\$		
1. Field Investigation and Assessment 2. Development and Reporting of Alternatives 3. Preparation of Preliminary and Final Construction Plans 4. Bid Phase Assistance 5. Construction Management Phase	0	0	24	3,264	0	0	4	360	2	120	5,000	3,744
	2	292	40	5,440	8	632	16	1,440	2	120	2,500	7,924
	2	292	40	5,440	24	1,896	60	5,400	8	480	5,000	13,508
	0	0	16	2,176	0	0	4	360	2	120	0	2,656
	0	0	80	10,880	120	9,480	0	0	0	0	2,500	20,360
Total	4	584	200	27,200	152	12,008	84	7,560	14	840	15,000	48,192

Project Total = \$ 48,192

The timeline for the Washago Pond Dam Investigation project is estimated as shown in the following table. The project start time to 50% preliminary submission is very aggressive. The ASI Team has the staff available to provide the work force to achieve the schedule as required by the City's goals.

Project Schedule

Work Task	Description	Duration (Weeks)	Estimated Start Date*	Estimated End Date
Task 1	Field Investigation and Assessment	2	10/13/2014	10/24/2014
Task 2	Development and Reporting of Alternatives	2	10/24/2014	11/07/2014
Task 3	Preparation of Preliminary Plans	4	11/07/2014	12/05/2014
Task 4	Bid Phase Assistance	4	12/08/2014	01/05/2015
Task 5	Construction Management Phase	4/12**	01/05/2015	03/15/2015

*Start date is estimated and the remaining schedule would need to be adjusted based on the Notice to Proceed.

**It is estimated that there are about 4 weeks of active work on site, but given the schedule the restoration and planting work would be required in the Spring.

APPENDIX

Resumes



EXPERIENCE

Karen Ridgway is a civil engineer who is a nationally recognized expert in the field of computational hydraulic/hydrologic modeling. She has spent her 37 year career in this field, has utilized a full range of established software programs and has developed her own programs for use on projects. She has applied her expertise to water supply, wastewater, stream bank, watershed, wetland, and drainage system projects.

Ms. Ridgway has extensive experience in the hydrologic and hydraulic design of major pumping, drainage, sewerage, water and wastewater treatment and water distribution systems, including the design of a small dam, wetland areas, major sewage and storm water pumping stations, water and wastewater treatment plants, combined sewer overflow basins and tunnels, large capacity drop structures, open channels, pipelines, manifolds, and metering facilities. She has served in a QA/QC role on numerous projects and participated in the Value Engineering process from both sides – as the designer and as a Value Engineering team member. Ms. Ridgway has worked on numerous projects requiring permits and compliance with combined sewer overflow, sanitary sewer overflow, and other surface water and ground water discharge regulations.

Ms. Ridgway has designed stream bank and wetland restoration projects. She has calculated peak flow rates, estimated channel velocities and stability, and designed channel armoring and bank restoration for streams with bank erosion problems. Ms. Ridgway also has estimated hydrologic balances for wetland cells and determined the areas and zones in which wetland plantings may be sustained.

Some of the projects on which Ms. Ridgway has played a major role are described below.

- Provided technical direction for the hydrologic/hydraulic modeling of the Rouge River using the SWMM-RUNOFF and SWMM-TRANSPORT programs under the Rouge River National Wet Weather Demonstration Project (RRNWWDP). Also, Ms. Ridgway was involved in several work plans under the RRNWWDP including: hydraulic modeling and civil design of the restoration project for Newburgh Lake; the hydraulic design of storm water detention wetlands in Inkster; the civil and hydraulic design of the restoration of the oxbow at Greenfield Village; and the hydraulic modeling using HEC-RAS required for the a floodplain permit and design of a golf course on the Lower Rouge in Inkster.
- Provided technical direction for the development of several wetland restoration conceptual design alternatives for the Lake St. Clair Marshland Restoration Project. Services also included hydrologic modeling, water balance calculations and statistical analyses of lake level data. Also, conducted several on-site investigations and collected field data to develop hydrologic/hydraulic parameters.
- Provided technical direction for the hydrologic/hydraulic modeling of the Rouge River using the SWMM-RUNOFF and SWMM-TRANSPORT programs under the Rouge River National Wet Weather Demonstration Project (RRNWWDP). Also, Ms. Ridgway was involved in several work plans under the RRNWWDP including: hydraulic modeling and civil design of the restoration project for Newburgh Lake; the hydraulic design of stormwater detention wetlands in Inkster; the civil and hydraulic design of the restoration of the oxbow at Greenfield Village; and the hydraulic modeling using HEC-RAS required for the a floodplain permit and design of a golf course on the Lower Rouge in Inkster.
- Provided technical direction and performed a QA/QC review of the development and calibration of a SWMM-RUNOFF and SWMM-EXTRAN model of the Franklin Branch of the Rouge River. The EXTRAN model included natural ponds/lakes/wetlands, enclosed drains, culverts, bridges and stream reaches. Data from Flood Insurance Studies also were utilized in the EXTRAN model. Alternatives (such as the retrofit of existing detention ponds and restrictive inlets) were evaluated to reduce the peak flow rates and velocities in the Franklin Branch. Also, the HEC-RAS program was used to model the detailed hydraulics of stream reaches identified to have severe streambank erosion, and to design streambank stabilization measures.



- Prepared the SWMM model of the Malletts Creek watershed using the SWMM-RUNOFF and SWMM-EXTRAN blocks. The EXTRAN model included all culverts and bridge crossings and utilized information from record drawings, survey cross-sections, and Flood Insurance Studies. The SWMM models were run with a range of design storms to determine problem areas, and evaluate alternative improvements.
- Hydraulic design of an outfall interconnection between the Wyandotte Wastewater Treatment plant outfall and the Drainage District No. 5 outfall. Also, hydraulic design of a new UV disinfection chamber, control chamber, balance pipe, and primary bypass pipe at the Wyandotte Wastewater Treatment Plant.
- Prepared hydraulic calculations plan and specifications for new channels, sluice gates, and flow meters for Intermediate Lift Pump Station No. 1 at the Detroit Wastewater Treatment Plant
- Hydrologic/hydraulic analyses of sanitary and storm sewer districts in Warren, Michigan using an in-house steady-state computer program and the RUNOFF and EXTRAN programs as part of a project.
- Hydraulic analysis of steady-state conditions and surges in the Rouge Valley interceptor system in Wayne County, Michigan using an in-house steady-state computer program and a time varying steady-state computer program.
- Hydraulic analysis of sanitary sewer districts in Allen Park, Michigan using the EXTRAN program as part of a Sewer System Evaluation and Study project.
- Design of Detroit Wastewater treatment plant improvements including the design of a 26 mgd RAS pumping station and layout of two new 180 feet diameter secondary clarifiers in Wyandotte, Michigan.

EDUCATION

B.S. in Civil Engineering -- University of Massachusetts, 1977 (Summa Cum Laude)
M.S.E. in Civil Engineering (Hydraulics/Hydrology) -- University of Michigan, 1980

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
American Water Works Association
Water Environment Federation

REGISTRATION

Professional Engineer, 1981, Michigan #28677



EXPERIENCE

John Michalski has over 21 years of experience in civil/site design work and floodplain management for both the public and private sectors. Mr. Michalski's civil/site design experience includes new development site planning and designing improvements to existing developments. Mr. Michalski also has extensive experience performing hydrologic and hydraulic calculations, studies, and storm water management projects. Mr. Michalski is proficient in the computer modeling programs Transient Analysis Program (TAP), SWMM, FLUENT (CFD), EPANET, HEC-1, HEC-2, HEC-RAS, and HEC-HMS.

Mr. Michalski also has extensive experience in designing hydraulic structures (such as dam spillways) and in performing flood studies for rivers and streams for floodplain permit applications, LOMAs and LOMRs. Mr. Michalski is an ASFPM Certified Floodplain Manager.

Mr. Michalski has completed coursework in Watershed Assessment of River Stability and Sediment Supply. The coursework covered latest in design and assessment methods developed by Dr. Rosgen.

Mr. Michalski is a certified Storm Water Management Operator. This certification enables him to perform soil erosion and sedimentation control design review and construction inspections under permit requirements established by the Michigan Department of Environmental Quality (MDEQ).

Mr. Michalski also has experience in design of new development site planning, improvements to existing developments, pump station design, field construction layout, surveying, and computer aided drafting design (CADD). Mr. Michalski has performed as a field inspector, site civil engineer, and construction manager in several land development, water treatment and wastewater treatment projects.

Some of the projects on which Mr. Michalski has played a major role are described below.

- Assisted the HCMA in the study and design of the new detention/storm water collection system at the St. Clair Metro Park parking lot. Work included development of hydrologic and hydraulic model of the parking lot and surrounding area, review of the layout of the ponds and channels in the parking lot area, and sizing of the culverts from channels to pond areas. Worked in a team setting with the HCMA staff during design to develop the most economical design that met the design criteria.
- Performed hydraulic study of the Carpenter Lake spillway and floodplain in order to develop a new design for the replacement of the dam and lake outlet structure. The design of the new structure established the lake level, base flow outlet, floodplain for the lake, and provided storm water control benefits. The design of the outlet structure reduced the peak flow rate for smaller storm events that were causing erosion problems in the downstream channel. Plans and specifications were also prepared for lake sediment removal and final grading for wetland plantings. Hydraulic calculations and reporting were used to obtain MDEQ permits and a FEMA LOMR.
- Development of plans and specifications for the replacement of the sluice gate at the Newburgh Lake spillway. The design involved a detailed study of the hydrologic and hydraulic characteristics of the Newburgh Lake watershed and preparation of a permit from the Dam Safety Division of the MDEQ. Designed a flow control structure to lower the lake level in a controlled manner and to provide the required sedimentation control requirements. Developed grading plans and specifications for the removal of sediment over the 4.3 acre impoundment. Design included phasing for contaminated soil removal and for flow diversion during construction requirements. Provided resident engineering services during construction phase.



EXPERIENCE (Continued)

- Managed and performed design services for the study, design, and construction of a 300 foot stream bank stabilization project on the Franklin Branch of the Rouge River. Study included the assessment of the channel and two severely eroding banks, which were causing significant property loss. Three alternative designs were developed and presented to the client and MDEQ. The selected alternative included vegetative bank stabilization, a ledger rock retaining wall, bankfull floodplain shelf and Newbury Weir structures. Contract documents were developed, permitted, and Bid for construction. Construction assistance was provided through the construction phase.
- Developed a detailed hydraulic analysis of existing and proposed conditions for improvements planned at the Old College Field complex area on MSU's campus within the Red Cedar River 100-year flood plain. The analysis and report was used to obtain a Part 301 construction-within-a-flood plain permit from the MDEQ. The initial report was created during the conceptual phase in order to establish a foundation for the advancement of the construction drawings of the proposed improvements. By working closely with the MDEQ reviewers, the design criteria was established to insure the project met the requirements of the MDEQ Part 301 permit for the new structures constructed within the floodplain.
- Developed a streambank restoration design for a 200-foot reach of the Galloway Creek in the City of Auburn Hills. The stabilization design included assessment and design features following the Rosgen river stability methods. Rock cross vanes, a bankfull overflow bench, natural rock reinforcement, and natural stream alignment were some of the featured incorporated in the work. Close communication with the MDEQ was conducted throughout the assessment and design process.
- Performed floodplain and floodway analyses of proposed commercial and industrial developments and/or streambank modifications to obtain MDEQ and/or FEMA permitting in the following communities: Burton Township, Canton Township, City of Dearborn, City of Auburn Hills, City of Frazer, Shelby Township, City of Sterling Heights, and Sumpter Township.
- Performed floodplain and scour analyses for the replacement of the Putnam Street Bridge over the Red Cedar River in the City of Williamston, Michigan. Worked with the bridge design team to select a configuration that would not impact the 100-year flood elevation. Prepared a hydraulic report and scour analysis report for the MDEQ and MDOT applications for permit.
- Provided assistance in the design and development of construction documents for nearly one mile of stream bank stabilization work on the Franklin Branch of the Rouge River. Design concepts and elements included geocell retaining walls at locations of severe bank failure, bank regarding and surface erosion control with brush mattresses, live stakes, and fascines. Stream channel grade control was reinforced with riffle-pool structures and toe protection.

EDUCATION

B.S. in Civil Engineering -- Michigan State University, 1992

M.S. in Civil/Environmental Engineering -- Wayne State University, 1996

PROFESSIONAL AFFILIATION

American Society of Civil Engineers

REGISTRATIONS

Professional Engineer, 1997 Michigan #42640

Professional Engineer, 2010 Louisiana #35759

ASFPM Certified Floodplain Manager (2004)

Storm Water Management Operator – Construction (2008)

Storm Water Management Operator – Industrial (2010)



Mark S. Stapleton, P.E.
Project Manager
G2 Consulting Group, LLC

EDUCATION/EMPLOYMENT

Bachelor of Science Civil Engineering, Michigan State University, 1982
G2 Consulting Group, LLC, 2001 to Present

PROJECT RESPONSIBILITY

Mark Stapleton, P.E. will have responsibility for the geotechnical management plan and geotechnical design aspects of the Upper Straits Lake Level Control Structure Project in West Bloomfield Township, Michigan. The geotechnical management plan includes continuous communication between the Applied Science Team and the G2 Team. Mark Stapleton, P.E. will be instrumental in continuing the relationship to project completion. Additionally, Mark Stapleton, P.E. will provide geotechnical and structural design oversight to meet the project objectives.

EXPERIENCE

April 2001
To Present

Project Manager

G2 Consulting Group, LLC

Manager of all aspects of geotechnical engineering projects including design, report preparation, plans and specification preparation, proposal preparation, geotechnical instrumentation design and installation, and contract negotiations.

August 1993
To March 2001

Project Manager

Hanson Engineering, P.C.

Manager of all aspects of geotechnical engineering projects specializing in heavy underground construction. Responsibilities included design of deep tunnels, shafts, earth support system designs, deep foundation designs, instrumentation program design and installation, dewatering system designs, etc. Other responsibilities included report preparation, plans and specification preparation, proposal preparation, contract negotiations, and project financial control.

Geotechnical instrumentation projects include, but not limited to, Southfield Sewer Repairs (installation, initial reading, subsequent readings, preparation of report forms and data reports for piezometers, inclinometers, tell tales, surface markers), Leib Screening Facility (surface markers, inclinometers, piezometers), Franklin Pump Station (installation, initial reading, subsequent readings, preparation of report forms and data reports for inclinometers, tilt meters), Oakland County CSO Basins (installation, initial reading, subsequent readings, preparation of report forms and data reports for piezometers), Elizabeth Lake Road Sewer Repairs (installation, initial reading, subsequent readings, preparation of report forms and data reports for piezometers), and Cadillac Station Grouting Program (installation, initial reading, subsequent readings, preparation of report forms and data reports for tilt meters)



May 1989
To August 1993

Project Engineer

NTH Consultants, LTD

Project Engineer within the geotechnical engineering department performing geotechnical investigations and analyses for a variety of projects. Duties included design of temporary and permanent earth support systems, engineering analyses and recommendations for foundations, including allowable soil bearing pressures, groundwater control, site preparations, and construction considerations, short and long term slope stability analyses, instrumentation data collection, evaluation, and reporting.

Geotechnical instrumentation projects included Detroit Wastewater Treatment Plant expansion data review and evaluation (support project engineer relative to inclinometers, extensometers, surface survey markers, tell tails, deep benchmarks, strain gauges, and piezometers), Jefferson Sampling Station (installation, initial reading, subsequent readings, preparation of report forms and data reports for inclinometers, surface markers)

May 1983
To May 1989

Civil Engineer

United States Army Corps of Engineers

Responsibilities included performing engineering tasks in all aspects of Civil Works Projects in the Detroit District. Training program included a three year rotation through the entire organization including a 3-month assignment in charge of the construction of a Major Rehabilitation Project. Other assignments included structural design, geotechnical engineering, general design, preparation of plans and specifications, planning, project management.

GEOTECHNICAL INSTRUMENTATION REFERENCES

Licensed Professional Engineer - Michigan



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Mike Brahm-Henkel, Manager of Assets and Development
 Subject: Proposal Vehicular and Pedestrian Bridge Inspections
 Location: Kensington, Hudson Mills, Dexter Huron, Willow, Lower Huron, Wolcott Mill, Lake St. Clair, and Stony Creek Metroparks
 Date: November 5, 2014

Action Requested: Motion to Approve

That the Board of Commissioners approve the Eckstein, and Westrick, Inc. proposal in the estimated total amount of \$19,500 as recommended by Manager of Assets and Development Mike Brahm-Henkel staff.

Background: In response to staff's request, Anderson, Eckstein, and Westrick, Inc. (AEW) of Shelby Township has submitted a proposal for engineering inspection services for 10 vehicular and 20 pedestrian bridges located at Kensington, Hudson Mills, Dexter Huron, Willow, Lower Huron, Wolcott Mill, Lake St. Clair, and Stony Creek. AEW's total estimated fee amount, as shown in their proposal dated Oct. 23, 2014, is \$ 19,500. AEW's inspection services will be billed at their hourly rate. Inspection service fees are estimated and will be billed based on actual services rendered.

Scope of service provided will include field inspections based on current National Bridge Inspection Standards (NBIS), American Association of State Highway and Transportation Officials (AASHTO), safety manual, and the Michigan Department of Transportation's (MDOT) Bridge Analysis Guide. Each bridge inspection will generate an associated report which includes a detailed condition assessment and any associated deficiencies. Proposals were requested as part of a due diligence effort to ascertain and provide current condition assessments for the parks bridges. Results will be used to formulate and prioritize future infrastructure work.

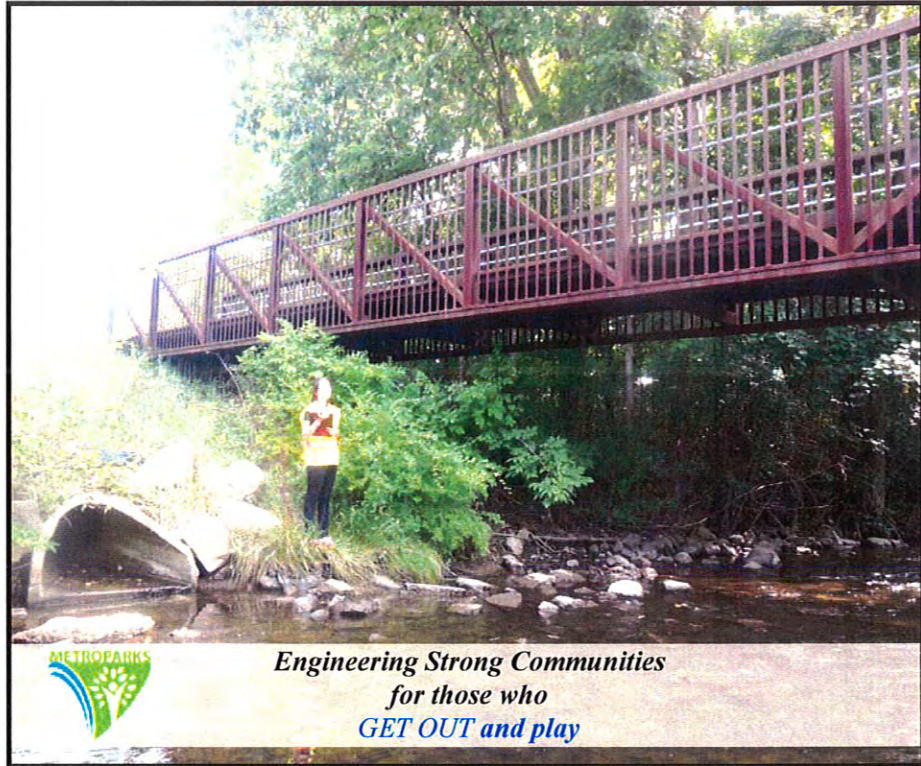
Requests for Proposals were received from to the following:

- AEW – \$19,500.00; and
- Wade Trim – \$24,301.50

Requests for Proposals were sent to the following: OHM, Spaulding Dedecker, FTCH

Attachment: AEW Proposal

**PROPOSAL TO PROVIDE
VEHICULAR AND PEDESTRIAN BRIDGE INSPECTIONS**
RFP No. 500-14PRBR



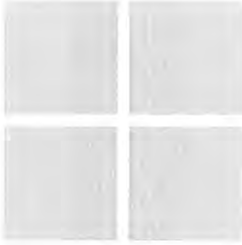
Prepared for:
HURON-CLINTON METROPOLITAN AUTHORITY
Engineering Department
13000 High Ridge Drive
Brighton, Michigan 48114

October 23, 2014

Civil Engineers
Surveyors
Architects

Anderson, Eckstein and Westrick, Inc.





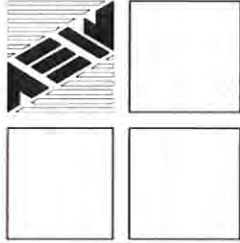
Proposal for Huron-Clinton Metropolitan Authority

***Vehicular and Pedestrian
Bridge Inspections***

RFP No. 500-14PRBR

Prepared by Anderson, Eckstein and Westrick, Inc.

October 23, 2014



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315
Civil Engineers • Surveyors • Architects 586-726-1234

October 23, 2014

Huron-Clinton Metropolitan Authority
Engineering Department
13000 High Ridge Drive
Brighton, Michigan 48114

Reference: Request for Proposal - Vehicular and Pedestrian Bridge Inspections
RFP No. 500-14PRBR

Honorable Review Committee:

Thank you for considering Anderson, Eckstein and Westrick, Inc. (AEW) for the Bridge Inspections associated with the 10 vehicular and 20 pedestrian bridges located within the Kensington, Hudson Mills, Dexter Huron, Willow, Lower Huron, Wolcott Mill, Lake St. Clair, and Stoney Creek Metroparks, as well as the Wolcott Golf Course. Our enduring pledge to the Huron-Clinton Metropolitan Authority (HCMA) is evidenced through decades of service dedicated to building, maintaining, and enhancing your recreation areas. As such, it is with great interest and sincere commitment, that we submit our qualifications and proposal.

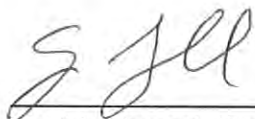
Our team, lead by Kyle M. Seidel, PE, CFM, with Scott Lockwood, PE serving as the secondary contact, offers unique understanding of HCMA's standards and preferences, as well as knowledge of Michigan Department of Transportation Bridge Safety Inspection requirements. Through the performance of inspection services for 70 bridges in 10 communities, our team is poised to provide accurate, timely, and compliant investigations for your structures.

We pride ourselves on the long term relationships we have with our clients, which have developed through trust and quality services that have been provided for more than 45 years. AEW strives to provide the best option for each client, according to their specific needs and goals. Therefore, we understand the importance of using every dollar wisely, and strive for cost effective options that result in responsible and dependable solutions.

This submittal is an overview of our abilities to meet your service needs, as detailed in the Request for Proposals document. We believe our team of qualified professionals is the best choice for the required inspections, and commit that we will serve with honesty, integrity, and dedication. We look forward to the opportunity of further discussing our ability to assist you, and the prospect of continuing our relationship.

Sincerely,



Kyle M. Seidel, PE, CFM
Senior Project Engineer

Scott Lockwood, PE
Executive Vice President

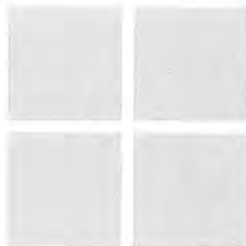


Table of Contents

<i>RFP Form</i>	<i>Page 1</i>
<i>General Information and Project Team</i>	<i>Page 2</i>
<i>Understanding of Project and Tasks</i>	<i>Page 3</i>
<i>Management Summary, Work Plan and Schedule</i>	<i>Page 5</i>
<i>Personnel</i>	<i>Page 13</i>
<i>References</i>	<i>Page 22</i>

**HURON-CLINTON METROPOLITAN AUTHORITY
NOTICE OF REQUEST FOR PROPOSALS (RFP)**

Design Project Title: Vehicular and Pedestrian Bridge Inspections

Park Name(s): Kensington, Hudson Mills, Dexter Huron, Willow, Lower Huron, Wolcott Mill,
Lake St. Clair & Stony Creek Metroparks

Park Address: Various, See attachment

RFP No.: 500-14PRBR

Issue Date: October 1, 2014

Response Date: October 23, 2014

PROPOSAL DUE TIME: By 2:00 PM (local time)

LOCATION: Huron-Clinton Metropolitan Authority
Engineering Department
13000 High Ridge Drive
Brighton, Michigan 48114
(810) 227-2757

DESCRIPTION: The Huron-Clinton Metropolitan Authority is issuing a Request for Proposal (RFP) to qualified professional consulting firms to perform services as detailed in Attachment A, Statement of Work.

INDEX: Included in this RFP are the following:

- RFP Form (this form)
- Attachment A – Statement of Work (and attachments, if any)
- Attachment B – Standard Authority Professional Services Agreement form (for information only)
- ☐ A copy of the complete RFP is available from the Michigan Inter-governmental Trade Network (MITN) website: www.mitn.info
- ☐ A copy of the complete RFP is available from the Authority's Engineering Department, 13000 High Ridge Drive, Brighton, Michigan 48114.
- ✓ A copy of the complete RFP has been provided to qualified professional consulting firms

Proponents responding to this RFP are strongly encouraged to carefully read the entire RFP

Direct inquiries regarding this RFP to Jason Kulongowski, Project Representative,

of the Engineering Department, at (810)494-6018 Email: jason.kulongowski@metroparks.com

This Proposal is Offered By: Name: Anderson, Eckstein and Westrick, Inc.

Address: 51301 Schoenherr Road

City, State: Shelby Township, Michigan Zip: 48315

Phone: (586) 726-1234 Email: kseidel@aeawinc.com --and-- slockwood@aeawinc.com



General Information and Project Team

Firm Name, Address and Federal Identification:

Name: Anderson, Eckstein and Westrick, Inc. (AEW)
Address: 51301 Schoenherr Road, Shelby Township, Michigan 48315
Federal I.D.: 38-1904829

Office Locations:

To better serve our clients, in addition to our corporate office referenced above, we maintain two (2) field offices at the following locations:

28351 Gratiot, Suite 10, Roseville, Michigan 48066
17322 Farmington Road, Livonia, Michigan 48152

Subconsultants:

AEW is fully capable of completing all requested services associated with this proposal request. Therefore, subconsulting services will not be utilized.

Organization of the firm:

AEW is a Corporation licensed to operate in the State of Michigan.



Understanding of Project and Tasks

Huron-Clinton Metropolitan Authority (HCMA) is requesting proposals for Bridge Inspection services associated with the 10 vehicular and 20 pedestrian bridges located within the Kensington, Hudson Mills, Dexter-Huron, Willow, Lower Huron, Wolcott Mill, Lake St. Clair, Stony Creek, Indian Springs, and Lake Erie Metroparks.

To ensure State of Michigan compliance requirements, it is important that the selected consultant have a comprehensive understanding of the Federal Highway Administration's (FHWA) National Bridge Inspection Standards (NBIS), the American Association of State Highway and Transportation Officials (AASHTO) safety manual, and the Michigan Department of Transportation's (MDOT) Bridge Analysis Guide. We understand that though none of the bridges are on the MDOT inventory, use of the standard MDOT Michigan Bridge Management and Inspection (MiBRIDGE) report and load rating forms shall be completed for each structure.

Anderson, Eckstein and Westrick, Inc. (AEW) has reviewed the Request for Proposals document, and understands that the scope of services is anticipated to include, but may not be limited to the following items:

Field Inspection

- AEW will visit each bridge site and perform an inspection according to the NBIS and AASHTO manual description for a routine inspection. This will be done with a visual inspection and non-destructive tests.
- The bridges will be inspected and evaluated in order to complete their respective MDOT forms.

Reporting

Upon inspection completion, AEW will deliver, at a minimum, a Bridge Safety Inspection Report / Culvert Safety Inspection Report form for each bridge, as well as a detailed report of the current condition of the bridges, including:

- One report for the biennial inspections and separate reports for each interim inspection. The following information, at a minimum, will also be provided:
 - » Notice of critical recommendations
 - » Details regarding the relative condition and extent/limits for each bridge component, which may require repair, or be considered deficient/substandard, based on current accepted standards. The reports will be created and submitted to the Authority in Microsoft Word format.



Management Summary and Work Plan

Having provided professional engineering services for over 45 years, and bridge inspection services for 70 bridges in 10 communities, Anderson, Eckstein and Westrick, Inc. (AEW) understands that successful project outcomes are a result of proper planning, effective communication and realistic objectives. This requires taking a proactive look at the project while making provisions to accommodate changes. Above all, AEW fully understands that the success of any project is predicated upon a thorough understanding of the client's expectation through all facets of the project, and focuses on effective communication at all levels.

We are confident that our approach to project management will effectively address the Huron-Clinton Metropolitan Authority's (HCMA) bridge inspection needs, with quality and cost effective results. In response to the Request for Proposals document, and in conjunction with our understanding of HCMA's needs, AEW proposes the following approach to service delivery.

Preliminary Research

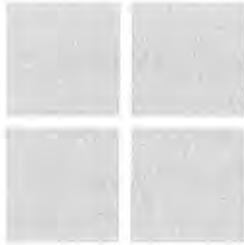
AEW will review any available site/location maps, record plans, and past reports to establish an understanding of the structures, including exact location, materials, design standards, conditions, report format preferences, and more, in order to gain additional insight into the proposed bridges requiring inspection.

Field Inspections

AEW will visit each bridge site and perform an inspection according to the Federal Highway Administration's (FHWA) National Bridge Inspection Standards (NBIS), the American Association of State Highway and Transportation Officials (AASHTO) safety manual, and the Michigan Department of Transportation's (MDOT) Bridge Analysis Guide for a routine inspection. This will be done with a visual inspection and non-destructive tests.

The bridges will be inspected and evaluated in order to complete their respective MDOT Michigan Bridge Management and Inspection (MiBRIDGE) forms.

While performing the inspections, AEW's staff will comply with all applicable Michigan Occupational Safety and Health Administration (MIOSHA) safety requirements and regulations, as applicable.



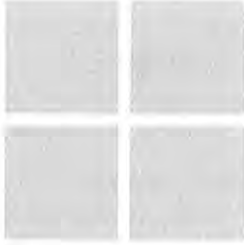
Management Summary and Work Plan

Deliverables and Close-out Meeting

To ensure that all objective have been accomplished, and that key HCMA staff have a comprehensive understanding of the condition of the inspected bridge structures, AEW will attend a review meeting with HCMA.

Quality Assurance

On the following pages, we have provided our Quality Assurance Qualifications and Procedure documents for your consideration. These documents offer details regarding our credentials, roles, and responsibilities.



Bridge Inspection Quality Control Qualifications

Bridge inspection quality control is performed under the supervision of a Quality Control Engineer meeting the requirements of a Qualified Team Leader (QTL) as required in CFR SEC 650.309.

Team Leader and Registered Professional Engineer:

Scott P. Lockwood - # 6201044355, Michigan, 1998

Comprehensive Training: FHWA-NHI-130055, 80 hrs, Oct., 2001

Refresher Training, comprising minimum 24 hrs in last 5 years:

FHWA-NHI-130053, 24 hrs, Oct. 6, 2010



Bridge Inspection Quality Control Procedures

this work is performed under the responsibility of a registered professional engineer, who may or may not be the QTL.

The QTL reports the inspection results to the appropriate agency to achieve compliance with NBIS requirements. The QTL prepares the inspection report with the assistance of the assistant bridge inspector. The inspection report includes the Bridge Safety Inspection Report (BSIR), the Structure Inventory and Appraisal Form (SI&A), a work recommendations report, a stream cross section report (if required), photographs of the bridge and documented deficiencies, and the posting document. Additional information may be included in the report as requested by the bridge Owner. Following completion of the reports and prior to final submittal, the Project Manager reviews the report to ensure that contractual obligations have been fulfilled and that the service provided has met the project's objectives.

As a final measure of internal quality control, a Quality Control Engineer reviews a minimum of 10% of all inspections performed by each QTL to verify that the inspections they perform are complete, consistent and accurate. This includes a field review of the bridge, verification of NBIS ratings and such things as verification of the bridge number, work recommendations, etc. The Quality Control Engineer has completed the required training for Safety Inspection of In-Service Bridges, and subsequent refresher courses as needed to maintain a current certification. The Quality Control Engineer is a professional engineer licensed in the state where the work is being performed and is familiar with the AASHTO Manual for the Condition Evaluation of Bridges and the FHWA Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges. The Quality Control Engineer may perform the functions of a QTL for projects in which they are not performing the duties of the Quality Control Engineer. The responsibilities of the Quality Control Engineer may be performed by the Project Manager if that individual has completed the required training. In cases where a Quality Control Engineer is not available in house, the QTL is responsible for seeking the services of a qualified third party to perform a quality control review of a minimum of 10% of their bridge inspections.

In accordance with the National Bridge Inspection Standards, these quality control procedures are performed within the bridge inspection unit for each contract. The process review of inspection procedures, a review of the inspection documentation created by the new inspection and a field review of the structures inspected are performed for a minimum of 10% of the structures. When performing inspection services for agencies with less than 10 bridges in their network, the QC review is performed every third inspection cycle.

Refer to the supplemental qualification and checklist documents for updated documentation of the quality control procedures.



Key Personnel

AEW assigns primary and secondary contacts for client and project management. These contacts are key employees and principal engineers authorized to represent AEW, with experience commensurate with the needs of the community. Together, they ensure effective communication, quality control and uninterrupted service.

AEW Contacts	
Client Manager and Primary Contact: Kyle M. Seidel, PE, CFM <i>Senior Project Engineer</i> kseidel@aewinc.com Cell: (586) 914-4354	Principal in Charge and Secondary Contact: Scott Lockwood, PE <i>Executive Vice President</i> slockwood@aewinc.com Cell: (586) 914-9947
51301 Schoenherr Road, Shelby Township, Michigan 48315 (586) 726-1234 Telephone (586) 726-8780 Fax www.aewinc.com	



Kyle M. Seidel, PE, CFM, a senior project engineer with responsibilities including design, layout and management for municipal, commercial, as well as residential projects. With more than 16 years of experience, Kyle is skilled in the design of water mains, sanitary/storm sewers, detention facilities, pump stations, road improvements and drain modifications, and hydrologic and hydraulic studies.

But more than that is his dedication to the preservation and quality of our water resources. As such, he has been involved in the analysis, design and construction of numerous recreation areas and their amenities, such as bike paths, marinas, streambank stabilization, athletic tracks and fields, along with community parks. His current involvement with HCMA includes the design and construction of ADA accessible floating piers at the Lake St. Clair Metropark. With this extensive knowledge and experience, Kyle will serve as the Project Manager, providing project oversight for the team. He will coordinate the work of AEW personnel in accordance with expertise, experience and cost effective solutions.



Key Personnel

Leigh C. Merrill, PE, is a licensed engineer with six years of civil engineering experience, and a specialized background emphasizing bridge design and inspection. Although new to the AEW team, he brings knowledge of numerous structures within Southeast Michigan in accordance with National Bridge Inspection Standards (NBIS), the American Association of State Highway and Transportation Officials (AASHTO) safety manual, and the Michigan Department of Transportation's (MDOT) Bridge Analysis Guide. Further, he is fully skilled in the MiBRIDGE report process. Therefore, he will play an integral role during the inspection and report phases of this project.



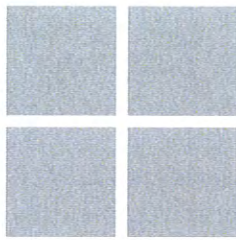
Optional Bridge Inspection Crew Members

AEW has a versatile workforce of professional, technical, and support staff. This is an invaluable asset in staffing large projects and in completing assignments in a timely manner. When necessary, AEW may select one, or more, of the following staff members to assist in the bridge inspection process. Full resumes and credentials for these individuals are available upon request.

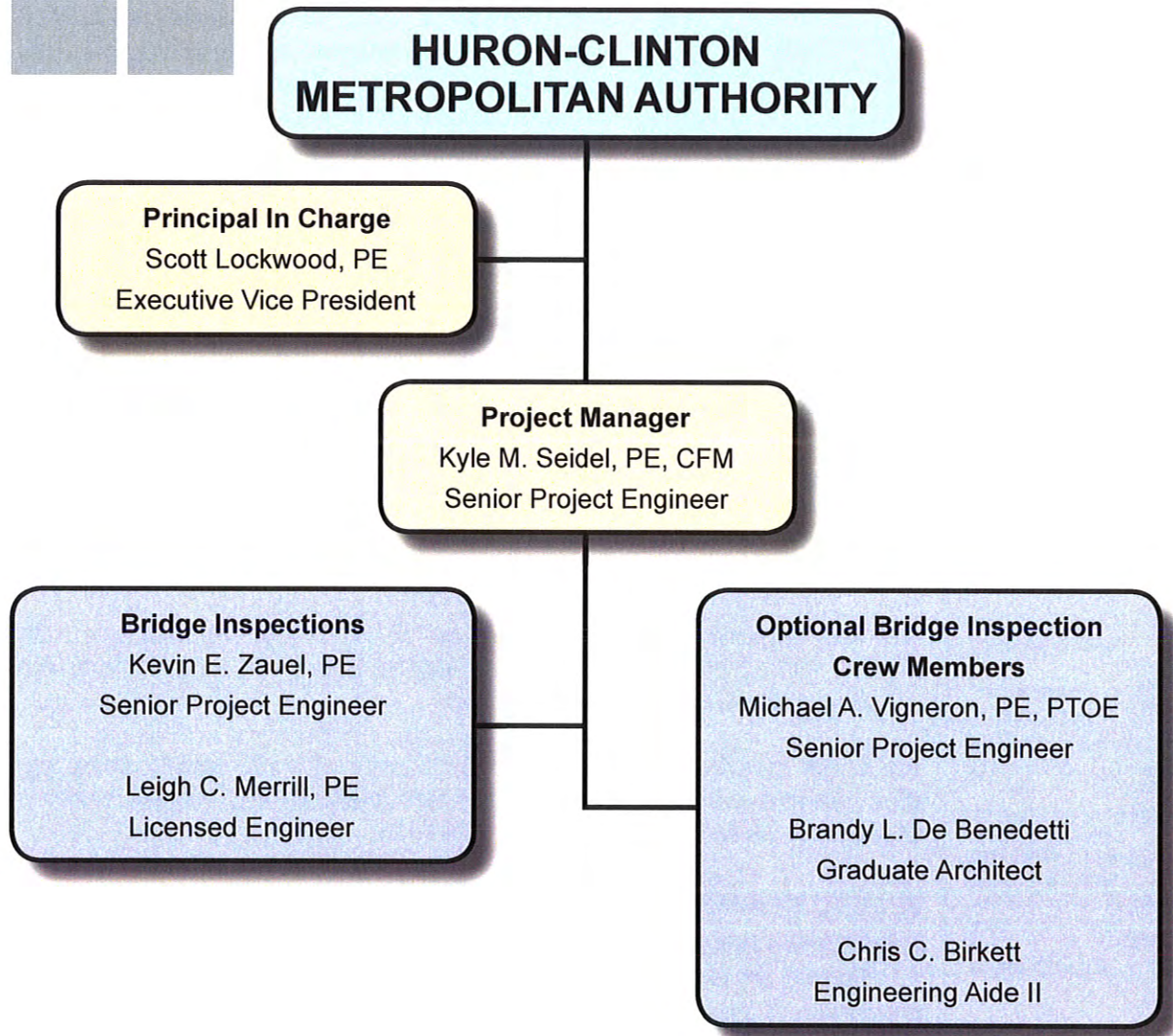


Michael A. Vigneron, PE, PTOE, is a senior project engineer with 10 years of experience, specializing in traffic control engineering. Having completed pavement reconstruction and rehabilitation, trenchless technology designs for utility repair and replacement, as well as through assistance with other bridge inspection programs, Mike has gained experience with the Michigan Department of Transportation (MDOT) processes, in addition to Michigan Department of Environmental Quality (MDEQ) permitting. As a certified Professional Traffic Operations Engineer (PTOE), he provides analysis for roadway capacity, traffic impact, safety, and traffic operations studies, along with corridor traffic signal optimization projects.

Brandy L. De Benedetti, is a graduate architect with six years of CAD experience. Her knowledge includes MDOT compliance bridge inspections, as well as designs for educational buildings, and layout of stage designs for live performance events. This program experience will allow her to effectively assist the team.



Team Organization and Communication



Scott P. Lockwood, PE - Principal Engineer

Education:

B.S. Civil Engineering,
1993
University of Michigan

Professional Registration:

Professional Engineer
Michigan, 1998
Maryland, 2012
North Carolina, 2013
Virginia, 2013
Pennsylvania, 2013

Professional Membership:

American Public
Works Association (APWA)

Northeast Superintendent's
Association (NESA)
Treasurer/Secretary

Leadership Macomb

Professional Development:

Bridge Inspection
Refresher Training, 2010
Michigan Department of
Transportation (MDOT)

Safety Inspection of
In-Service Bridges
Federal Highway
Administration

Pipe 2000, Water Main
Distribution Modeling
University of Kentucky



With more than 19 years experience, Mr. Lockwood represents AEW as Municipal Engineer for several long-standing clients. As such, Scott provides project management for endeavors with a variety of funding sources, including Local Government, SAFETEA-LU Transportation Enhancement, Community Development Block Grant, State Revolving Fund and American Reinvestment and Recovery Act. As a result, Scott is familiar with Michigan Department of Transportation, Federal Highway Administration and Michigan Department of Environmental Quality requirements. Scott has been instrumental in the adoption of infrastructure inventory programs, which include pavement, water and sewer for each of his clients.

Scott provides standard engineering services, along with environmental rehabilitation, for multiple family residential, as well as live/work developments on in-fill sites, located in developed downtown areas. Among his accomplishments are municipal parks, bicycle paths and pedestrian bridges.

Significant expertise in trenchless technology for water/sewer pipe, along with road reconstruction and resurfacing projects, has made Scott a valued member of the AEW team since 1995. Additional responsibilities include management of road/water, as well as sewer projects ranging in value.

SPECIALTY AREAS:

Bridge Construction: Scott's engineering degree included a structural concentration. As such, he has performed inspection, design and construction services on more than 100 bridges. Currently, he provides quality control for all bridge related projects, including inspection, design and construction.

Municipal Engineering: For over 14 years has assisted in and directly provided professional municipal engineering services, in addition to cost effective services, which meet or exceed client expectations.

Trenchless Technologies: Focus is on pipe bursting, directional drilling and lining for underground construction, when applicable. This form of reconstruction is often less intrusive to residents, while providing cost effective options for clients.



Leigh C. Merrill III, PE- Licensed Engineer

Education:

B.S. Civil Engineering,
2007
Michigan State University

Professional Registration:

Professional Engineer
Michigan, 2014

Professional Membership:

Engineering Society of
Detroit

Professional Development:

Safety Inspection of
In-Service Bridges
(2013) National Highway
Institute (NHI)

Bridge Inspection and
Annual Conference
(2013) MDOT

Fracture Critical
Inspection Techniques for
Steel Bridges (2013) NHI

2014 MDOT Bridge Load
Rating Workshop

Local Concrete Seminar
(2014) Michigan Concrete
Association (MCA)

Introduction to Element-
Level Bridge Inspections
(2014) MDOT

Load and Resistance
Factor Design (LRFD)
for Highway Bridge
Superstructures-Steel
and Concrete (2011) NHI

LRFD for Highway Bridge
Substructures and Earth
Retaining Structures
(2010) NHI



Mr. Merrill offers six years of experience and a diverse engineering background with an emphasis on bridge design and inspection.

Joining AEW in 2014, he continues to gain exposure to all facets of project development with primary focus on municipal projects involving engineering plan review, design and specifications, in addition to private sector work relating to residential developments.

Experience includes design of various structures with concrete and steel materials and foundations ranging from shallow spread and wall footings to driven pile foundations. Previous project experience consists of the design, analysis and/or rehabilitation of vehicular/pedestrian bridges for the Michigan Department of Transportation (MDOT) and local agencies.

Additional experience includes the development of pavement rehabilitation plans, infrastructure repairs and erosion control inspections.

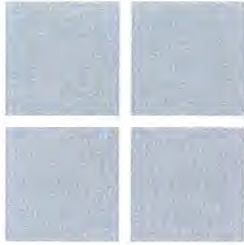
Software capabilities include AutoCAD, MicroStation, MERL and Leap Bridge Suite.

SPECIALTY AREAS:

Bridge Inspection/Design: Certified in the safety inspection of in-service bridges, inspections are performed in accordance with MDOT and federal requirements. Project experience includes piers, girder, deck, superstructure, pile and approach slab design.

Municipal Engineering: Designs and provides construction engineering support for water main, sewer, road reconstruction, resurfacing, and rehabilitation projects.

Roadway Design: Prepares engineering plans and specifications for Local Agency road projects, in accordance with MDOT and Federal Highway Administration standards.



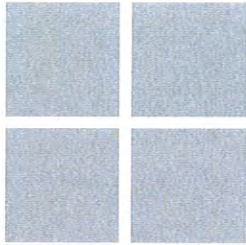
References

The decision process surrounding the selection of a qualified and capable consultant can be complicated, confusing and difficult. Each firm may appear to be as qualified as the next. However, Anderson, Eckstein and Westrick, Inc. (AEW) has specific advantages over the competition. During your review and evaluation, please consider the following:

- **46 years of engineering experience**
- **Currently providing bridge inspection services for 70 bridges in 10 communities**
- **Professionally licensed structural engineering experts dedicated to evaluation of bridges**
- **Comprehensive understanding of regulatory compliance and strong working relationships with local regulatory agencies**
- **Current project experience for HCMA**
- **And more!**

Above all, we pride ourselves on the long term relationships we have with our clients, which have developed through trust and quality service. Because AEW strives to provide the best option for each client, according to their specific needs, the Huron-Clinton Metropolitan Authority can rest assured that we will continue to have your best interest at the forefront of our services. Our experience as a firm, along with our staff's professional abilities, affords us with the knowledge and experience necessary to provide accurate, dependable and cost effective results.

The following bridge inspection projects offers an overview of our ability to meet or exceed your project goals.



Bridge Inspections

St. Clair Shores, Michigan

Client since 1994

Key Staff:

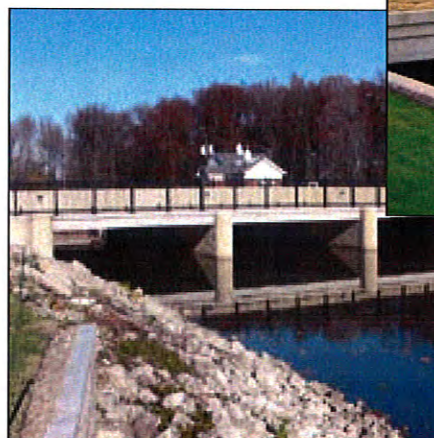
Project Manager
John R. Chown, PE

Quality Assurance
Roy C. Rose, PE, EXW

Bridge Inspection
Kevin E. Zauel, PE
Jason R. Arlow, AIA, LEED AP

The following routine bridge inspections were conducted in accordance with the MDOT Michigan Bridge Management and Inspection (MiBRIDGE) report and National Bridge Inspection Standards on a biennial basis.

- Beach Street over Beach Street Canal
- Lange Street over Lange Street Canal
- Rosedale over Milk River
- Jefferson Avenue over Milk River



Contact:

City of St. Clair Shores
27600 Jefferson Circle Drive
St. Clair Shores, MI 48081

Christopher Rayes, RA
Community Services Director
(586) 447-3337
chris@scsmi.net

Project Highlights:

Started
1994

Completed
Ongoing

AEW Project No.
0150-0455

Bridge Inspections

New Haven, Michigan

Client since 1975

Key Staff:

Project Manager
Kevin E. Zauel, PE

Quality Assurance
Roy C. Rose, PE, EXW

Bridge Inspection
Kevin E. Zauel, PE

The following routine bridge inspection is conducted in accordance with the MDOT Michigan Bridge Management and Inspection (MiBRIDGE) report and National Bridge Inspection Standards on a biennial basis.

- Clark Street over Salt River



Contact:

Village of New Haven
Department of Public Works
57775 Main Street
New Haven, MI 48048

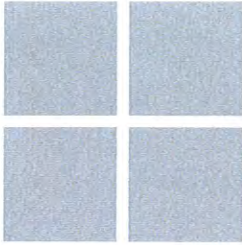
Marcuz Dilbert
Superintendent
(586) 749-9399
mdilbert24@gmail.com

Project Highlights:

Started
1975

Completed
Ongoing

AEW Project No.
0200-0242



Bridge Inspections

Birmingham, Michigan

Client since 1978

Key Staff:

Project Manager
Roy C. Rose, PE, EXW

Quality Assurance
Stephen V. Pangori, PE

Bridge Inspections
Kevin E. Zauel, PE
Scott P. Lockwood, PE
Jason R. Arlow, AIA, LEED AP

Scour Analysis
Jeffrey H. Bednar, PE, CFM

QA/QC Review
Scott P. Lockwood, PE

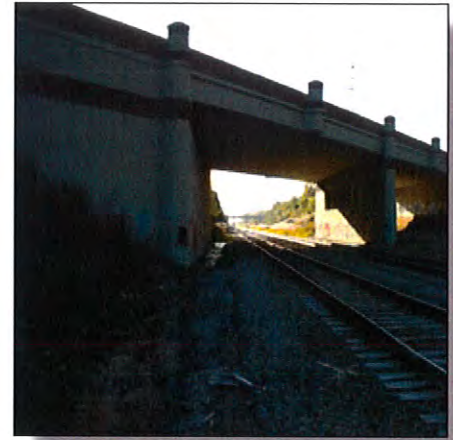
Contact:

City of Birmingham
151 Martin Street, Second Floor
Birmingham, MI 48012

Paul O'Meara
City Engineer
(248) 530-1836
pomeara@bhamgov.org

The following routine bridge inspections were conducted in accordance with the MDOT Michigan Bridge Management and Inspection (MiBRIDGE) report and National Bridge Inspection Standards on a biennial basis.

- Adams Road over Canadian National Railroad
- Derby Street over Canadian National Railroad
- Northlawn Boulevard over Rouge River
- Lincoln Drive over Rouge River
- West Maple Road over Rouge River
- Oak Street over Rouge River
- Redding Street over Rouge River
- Lakeside Street North over Rouge River
- Lakeside Street South over Rouge River
- West Maple Road Pedestrian Bridge (not in MDOT inventory)
- Willits Street over Rouge River
- North Old Woodward Avenue over Rouge River
- Baldwin Avenue over Rouge River



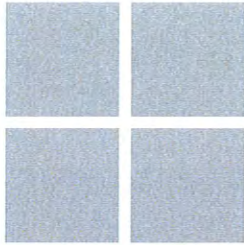
Project Highlights:

Started
1978

Completed
Ongoing

AEW Project No.
0221-0039





Bridge Inspections

Bingham Farms, Michigan

Client since 1999

Key Staff:

Project Manager
Jennifer L. Chehab, PE

Quality Assurance
Gordon B. Wilson, PE, CFM

Bridge Inspection
Kevin E. Zauel, PE
Jason R. Arlow, AIA, LEED AP

Hydraulics/Hydrology
Jeffrey H. Bednar, PE, CFM

The following routine bridge inspection is conducted in accordance with the MDOT Michigan Bridge Management and Inspection (MiBRIDGE) report and National Bridge Inspection Standards on a biennial basis.

- Bingham Road over Franklin Branch of Rouge River
- Bingham Lane over Snow Creek (not in MDOT inventory)



Contact:

Village of Bingham Farms
24255 Thirteen Mile Road
Suite 190
Bingham Farms, MI 48025

Kathryn Hagaman
Clerk/Administrator
(248) 644-0044
clerk@binghamfarms.org

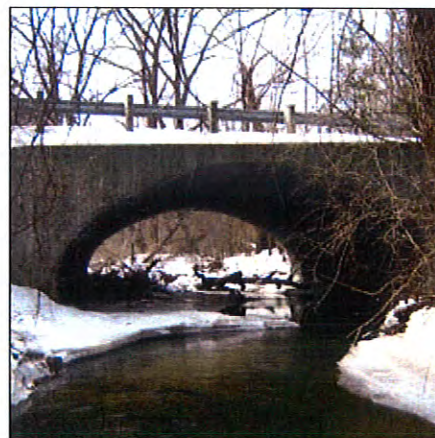


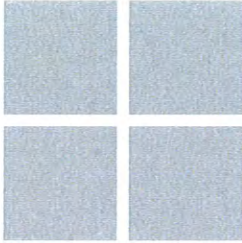
Project Highlights:

Started
1999

Completed
Ongoing

AEW Project No.
0803-0104





Bridge Inspections

New Baltimore, Michigan
Client since 2011

Key Staff:

Project Manager
Kevin E. Zauel, PE

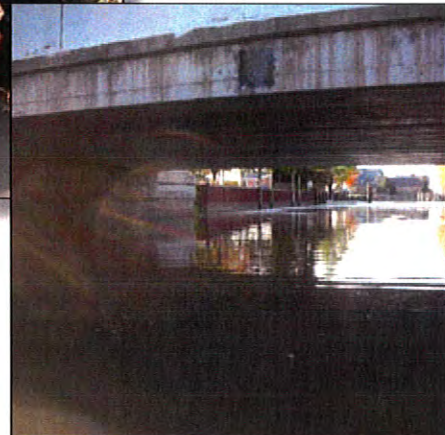
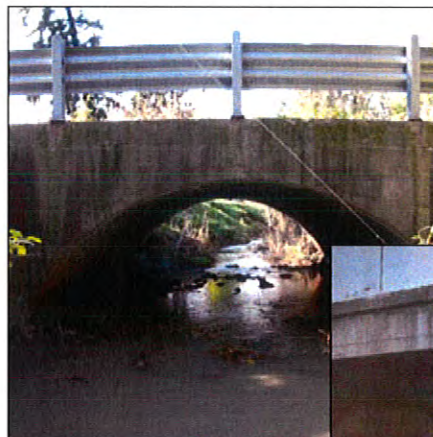
Quality Assurance
Roy C. Rose, PE, EXW

Bridge Inspection
Kevin E. Zauel, PE
Jason R. Arlow, AIA, LEED AP

The following routine bridge inspections were conducted in accordance with the MDOT Michigan Bridge Management and Inspection (MiBRIDGE) report and National Bridge Inspection Standards on a biennial basis.



- Main Street over Crapeau Creek
- Base Street over Crapeau Creek
- Ashley Street over Crapeau Creek (not in MDOT inventory)
- Bedford (Pedestrian) over Crapeau Creek



Contact:

Project Control Engineering
P O Box 307
2420 Pte. Tremble Road
Algonac, MI 48001

John Monte
(810) 794-1931
jtmonte@pce-eng.com

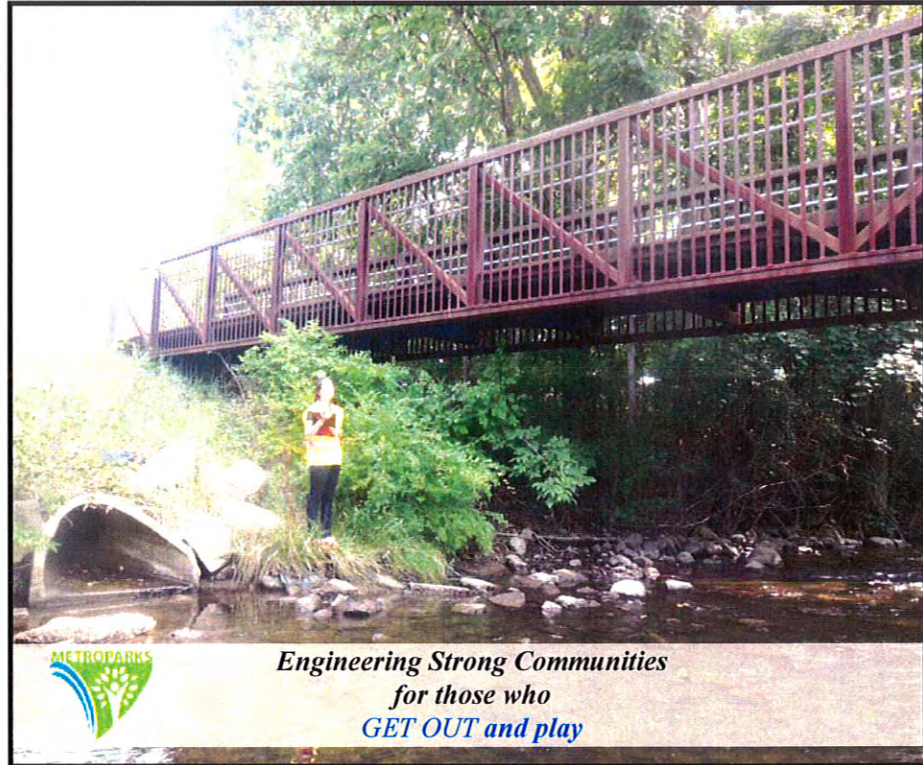
Project Highlights:

Started
2009

Completed
Ongoing

AEW Project No.
1139-0005

**COST PROPOSAL TO PROVIDE
VEHICULAR AND PEDESTRIAN BRIDGE INSPECTIONS**
RFP No. 500-14PRBR



Prepared for:
HURON-CLINTON METROPOLITAN AUTHORITY
Engineering Department
13000 High Ridge Drive
Brighton, Michigan 48114

October 23, 2014

Civil Engineers
Surveyors
Architects

Anderson, Eckstein and Westrick, Inc.





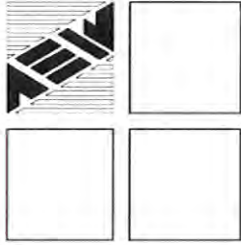
Cost Proposal for Huron-Clinton Metropolitan Authority

***Vehicular and Pedestrian
Bridge Inspections***

RFP No. 500-14PRBR

Prepared by Anderson, Eckstein and Westrick, Inc.

October 23, 2014



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315
Civil Engineers • Surveyors • Architects 586-726-1234

October 23, 2014

Huron-Clinton Metropolitan Authority
Engineering Department
13000 High Ridge Drive
Brighton, Michigan 48114

Reference: Cost Proposal for
Vehicular and Pedestrian Bridge Inspections
RFP No. 500-14PRBR

Honored Review Committee:

Thank you for considering Anderson, Eckstein and Westrick, Inc. (AEW), for the Bridge Inspections associated with the 10 vehicular and 20 pedestrian bridges located within the Kensington, Hudson Mills, Dexter Huron, Willow, Lower Huron, Wolcott Mill, Lake St. Clair, and Stoney Creek Metroparks, as well as the Wolcott Golf Course.

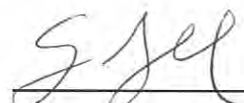
As directed in the Request for Proposals, we have placed our Cost Proposal in a separate sealed envelope. We do not charge for mileage, faxes, telephone calls, or duplicating cost of plans and specifications. Our hourly charge rates are the same for straight time and overtime.

If you or any other review committee member have any questions concerning our pricing information, you may contact either Kyle M. Seidel, PE, CFM, or Scott Lockwood, PE.

Sincerely,



Kyle M. Seidel, PE, CFM
Senior Project Engineer



Scott Lockwood, PE
Executive Vice President

Anderson, Eckstein and Westrick, Inc. (AEW) has thoroughly reviewed the Request for Proposals (RFP) document. As such, our cost for proposed services has been estimated based upon the HCMA's requested scope of services, our billable hourly rates for assigned staff, and an estimate of hours to complete each work plan task.

Please note that AEW does not charge for reimbursable expenses, such as mileage, faxes, telephone calls, or duplicating cost of plans and specifications. Our hourly charge rates are all inclusive, and are the same for straight time and overtime.

Anderson, Eckstein and Westrick, Inc.

Staffing Pool - Inspection Assistant Services

Professional Services Fee



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Rebecca Franchock, Controller
Subject: 2015 Budget – Approval and Resolution
Date: November 5, 2014

Action Requested: Motion to Approve

That the Board of Commissioners approve the 2015 Budget and Resolution as recommended by Controller Franchock and staff.

At this time, I am pleased to present the 2015 budget plan. As always, the development of this document is a team effort and our attention continues to focus on giving staff the tools needed to develop budgets using their expertise to prioritize expenditures of the available funds and maximize revenue generation. This year, staff in each district was challenged to stay within their targeted budget for July while setting aside 1 percent in their administrative miscellaneous accounts for an internal contingency fund. If the parks are able to operate without using these funds, the district may request the funds be designated toward a special project.

Again, for 2015, we are utilizing standard fringe rates as a more accurate way to allocate costs to the various cost centers. When we developed the rates for full-time health care/retirement fringes we noted that the latest valuation from the actuary had the annual required contribution amount for the retiree health care trust dropping from \$2.5 to \$1.5 million. At the same time, we received information that our renewal rates with our health providers would be flat as opposed to the 8 percent increase that had been anticipated at the time of the Five-Year-Plan development.

As the Board is aware, the Pension Committee and Retiree Health Care Trust Board have been working to improve the funding level in both the Retiree Health Care Trust as well as the Pension Plan. It is wise to take advantage of these two pieces of good news to bolster funding in both plans by \$500,000. It should be noted that even with these additional funds allocated, the 2015 fringe rate is below that used in 2014.

Overall, the preliminary 2015 Budget figures reviewed with the Board of Commissioners during October are very close to the final numbers recommended today. Additionally, staff endorses these figures and believes they are attainable and realistic revenue and expenditure targets. This budget document meets the mandates of the state of Michigan's Uniform Budget Act.

Following the adoption of the 2015 Budget, staff will work to begin updating the Metroparks rolling Five-Year-Plan to reflect the actual 2014, budgeted 2015 and projected 2016, 2017, 2018 and 2019 numbers. The development and use of this plan continues to be an important guide for the Metroparks in the mid-term. Longer-range objectives need to be developed following the deployment of the Enterprise Resource Planning Project (FRED) in 2015.

An important facet of the FRED implementation is the revision to the chart of accounts. The current chart of accounts does not offer the needed information to support decision-making and the development of this revision is close to the finished product. Staff anticipates the new chart of accounts will be ready for training during December and implementation will begin in January 2015. This means that the conversion to the new chart of accounts will take place on the old financial system. This will allow staff to become familiar with this change prior to tackling the change to the new system.

OVERVIEW

From a high level, the 2015 Budget will result in a significant decrease in fund balance. Budgeted revenues of \$46.1 million, along with the expected unencumbered capital appropriations at Dec. 31, 2014 of \$3.4 million, will exceed the \$53.6 million 2015 budgeted expenditures. This will result in a \$4.1 million decrease to the reserve for future contingencies.

The Five-Year-Plan estimated the total fund balance at 2014 year-end to be \$29.3 million. At this time, primarily due to delayed capital improvement projects staff is projecting the fund balance will be \$33.9 million. This is based on anticipation that for 2014, total revenues will exceed total expenditures by \$300,000 and the delay of capital improvement work to 2015.

For 2015, total expenditures are expected to exceed total revenues by \$7.5 million. This will result in a projection of the fund balance at the end of 2015 to be, \$26.4 million, which is \$1.5 million higher than in the Five-Year-Plan.

The Five-Year-Plan showed the 2015 budget allocations decreasing fund balance by just over \$4.4 million. The primary variances on the revenue side are: (1) a \$500,000 increase in park operations relating to the move to self-operation for food and beverage services at golf facilities, (2) a \$648,000 grant for marshland restoration at Lake St. Clair Metropark; and (3) the inclusion of the revenue to be generated by the Special Parks District Forum which will be jointly hosted in June of 2015 by the Metroparks, Oakland County Parks and the Michigan Department of Natural Resources.

On the expenditure side: (1) Nearly \$3.4 million in capital improvement projects budgeted in 2014 will not begin until 2015, (2) an additional \$600,000 of capital improvement projects currently in progress will be completed in 2015, (3) additional major maintenance projects have been included exceeding the Five-Year-Plan by more than \$300,000, (4) no additional funds have been used from the fund balance designated for land for the 2015 budget, the Five-Year-Plan had shown additional land funding of \$500,000; and (5) efforts to keep operations costs down have been aided by positive results on group insurance renewals.

As noted, the total effect on the fund balance is positive with the 2015 Budget projecting that the total fund balance will be \$1.5 million higher than the amount shown in the Five-Year-Plan and is illustrated in the table on the following page.

Huron-Clinton Metropolitan Authority Summary
Comparison of Five-Year Plan Projections to 2015 Recommended Budget

	2015	2015	
	Five Year	Budget	Variance
<u>Revenues</u>	Plan	Requests	
Taxes	\$ 28,300,000	\$ 28,137,700	\$ (162,300)
Park Operations	16,073,000	16,670,800	597,800
Interest Income	145,000	100,000	(45,000)
Sale of Capital Assets	50,000	25,000	(25,000)
Grants	-	648,000	648,000
Gifts/Donations	330,000	330,000	-
Miscellaneous	25,000	150,000	125,000
	\$ 44,923,000	\$ 46,061,500	\$ 1,138,500
<u>Expenditures</u>			
Engineering/General Planning	\$ 2,275,000	\$ 2,326,900	\$ 51,900
Capital Improvements	3,617,000	7,555,000	3,938,000
Equipment	1,300,000	1,380,200	80,200
Land Acquisition	500,000	256,400	(243,600)
Major Maintenance	4,749,000	5,071,000	322,000
Administrative Office	6,466,000	6,778,700	312,700
Park Operations	30,456,000	30,237,800	(218,200)
	\$ 49,363,000	\$ 53,606,000	\$ 4,243,000
Deficit	(4,440,000)	(7,544,500)	(3,104,500)

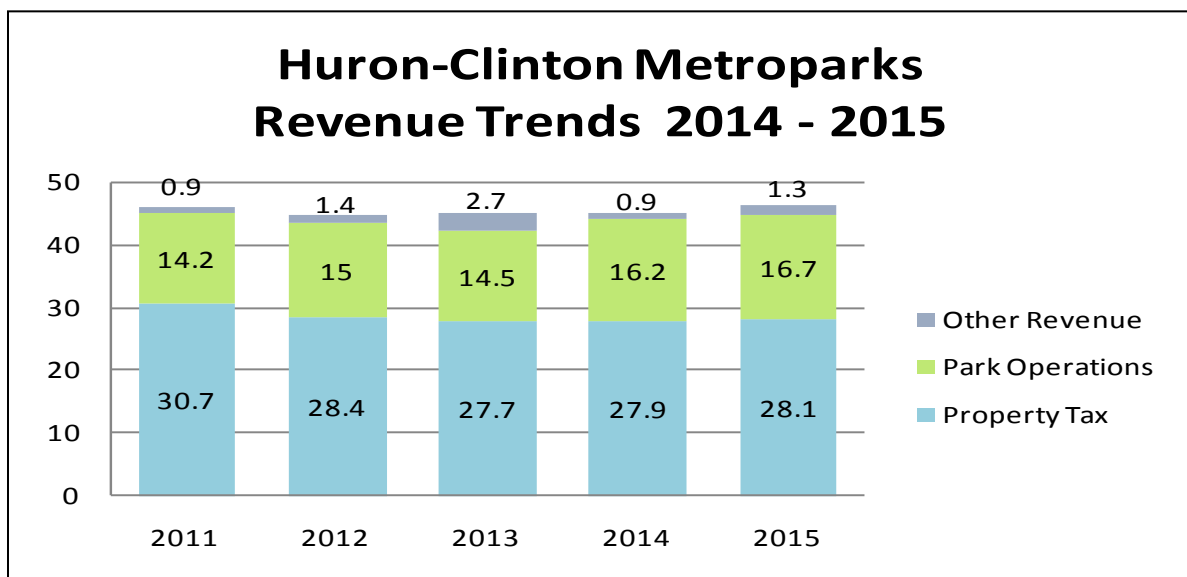
TRENDS – REVENUE

Focusing on revenue trends, overall total revenues anticipated for 2015 are \$46.1 million. Although this is \$7 million lower than 2008 revenue, aggregate revenue numbers have shown stability over the last four years. During this period, the property tax revenue decline has slowed, with an overall drop from 2011 to 2015 projected to be \$2.6 million. During this same time frame, the park operations revenue figure has grown by \$2.5 million, primarily driven by the rate increase in Tolling for 2014. Another stabilizing factor was a \$2 million grant received in 2013, however it should be noted that this was a reimbursing grant, which had a corresponding increase in capital expenditures of \$3.0 million.

Drilling into the largest of the three major revenue categories, property tax revenues have continued to decline, albeit at a slower pace, for most of this timeframe. Beginning in 2014 and continuing for 2015, this area of revenue is projected to inch up by another \$200,000. However, as housing prices improve, commercial continues to lag. The net effect is positive in every county except Wayne.

Focusing on the second largest revenue category, park operating revenue, as shown below, illustrates a positive trend as park operating revenue has grown from \$14.2 million in 2011 to a projected \$16.7 million in 2015. Increasing park operating revenue to mitigate the effect of the decline in property tax revenue has been the focus of nearly every Metropark employee. We are working hard to become more business-like and to develop decision-making models that facilitate efficient provision of recreation services to the public. That being said, the three areas that have significantly affected park operating revenue are (1) the increase in toll fees in 2014, which had a positive effect of more than \$1.3 million, (2) the shift to self operation for food and beverage service at the golf courses in 2014, increasing gross revenue by \$500,000 and the weather which pushed operating revenue up in 2012 and suppressed it in 2013 and 2014. As always, when budgeting for 2015 revenue we hope for great weather, but budget for average weather.

In the third category, "other," the single largest item is grant revenue. Grants have fluctuated over the last four years from a low of \$0.3 million to a high of \$2.1 million. However, it should be noted that grant revenue is generally offset by increased capital expenditures as the majority of grant revenue is generated by reimbursing grants.

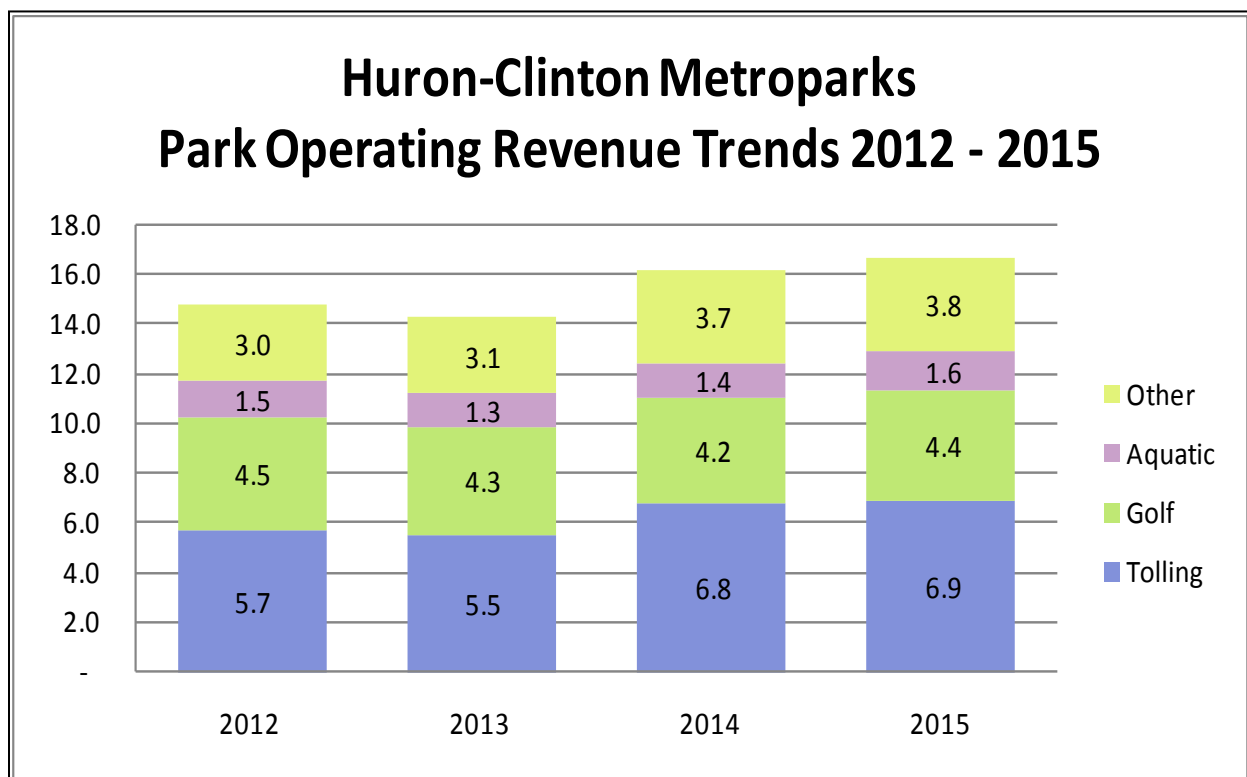


Within park operating revenue, the three largest breakdowns are (1) Tolling, (2) Golf, (3) Aquatic; and (4) Other. As noted above, the 2014 rate change to both the annual and daily tolling fees was significant, moving the tolling number up by \$1.3 million to \$6.8 million. While this has had a very positive effect on the fiscal stability of the Metroparks system, there is concern about how much the public will be willing to bear. Park staff has received negative comments regarding the comparison of the Metropark fee to the DNR state park funding model utilizing the secretary of state to collect the "Passport" fees at the \$11 annual rate.

Golf revenues have also been the focus of attention over the past several years and continue to be scrutinized. Down from a high of \$5.5 million in 2007, golf revenues have stabilized somewhat around the \$4.3 million level. Projections for 2015 are based on a normal weather pattern and improvements generated by the increased use of golf service managers.

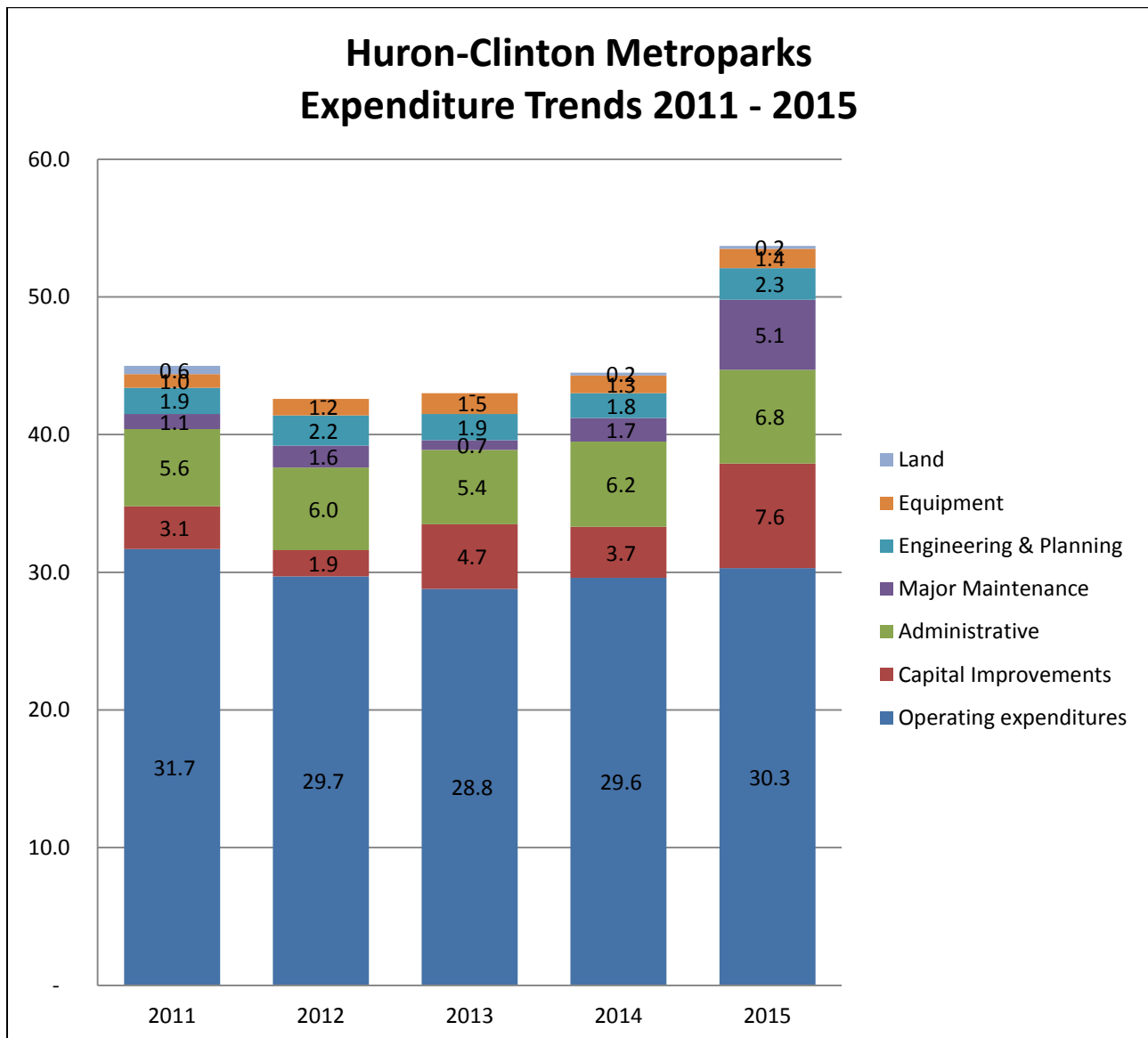
Aquatic facility revenue trends range from a low of \$1.3 million to a high of \$1.5 million. Weather remains a dominant factor impacting park operation revenue and the Metropark system has experienced two wet and/or cool summers, which most severely impact the aquatic facilities. Rate increases in 2014 at Turtle Cove at Lower Huron Metropark helped mitigate this effect.

Trends in "other" park operating revenue sources show a bump in 2014 reflecting the move to self-operation for food and beverage service at the golf courses. Boat and equipment rentals also pushed this category up as additional stand up paddleboards were added to the fleet of rental equipment at Kensington and Stony Creek Metroparks.



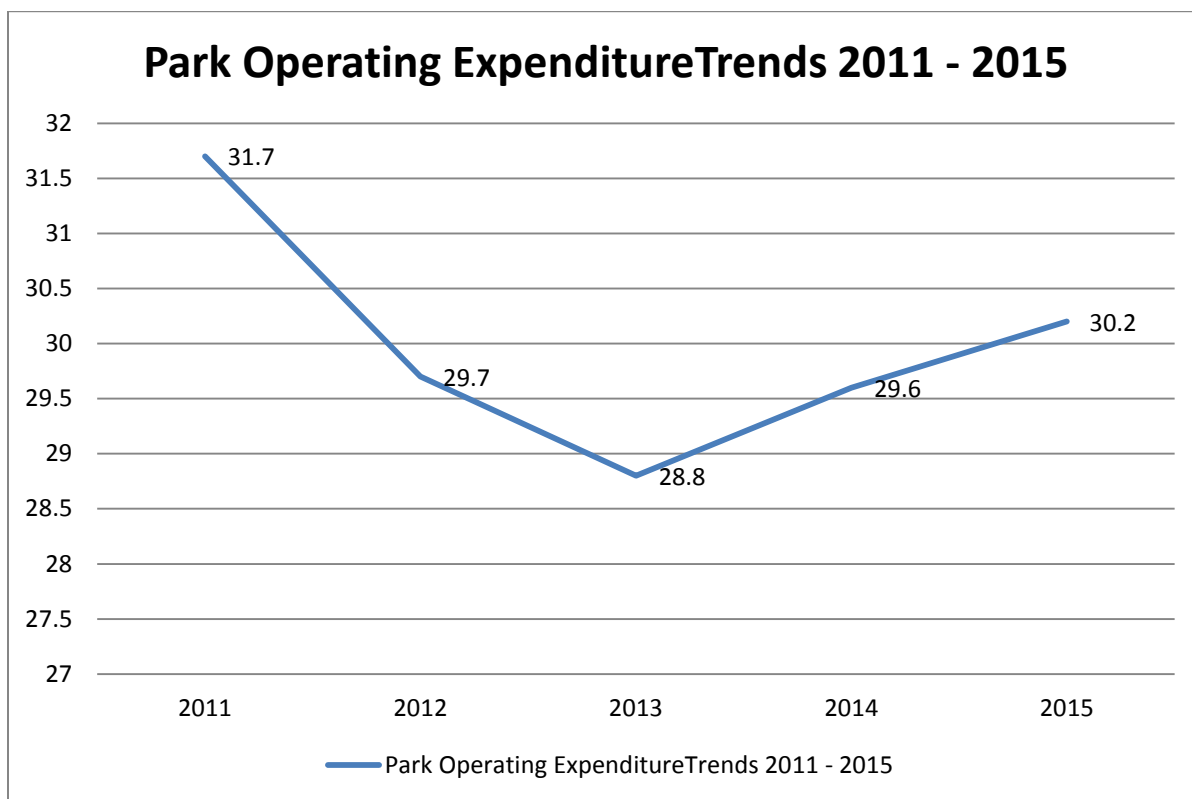
TRENDS-EXPENDITURES

Expenditure trends from 2011 through projected 2015 show the conscious cost cutting and cost deferment that was the overall budget philosophy from 2008 to 2013. In 2014, despite the revenue issue not being resolved, management still directed staff to increase spending to address areas deemed necessary. This is seen in the growth in park operations and administrative office costs in 2014. This trend continues in 2015 with capital improvement expenditures doubling and major maintenance expenditures tripling. Additionally, park operations expenditures are trending upward in spite of a reduction to the fringe benefit rate. The administrative office increases reflect the additional costs associated with increased marketing, fund development, the addition of a volunteer coordinator and the 2015 Special Parks District Forum.



Park Operating expenditures generally account for two-thirds of the total Metropark expenditures in any given year. The chart below clarifies the trend over recent years for this category. As previously indicated, addressing deferred maintenance as well as the addition of staff in strategic areas is driving the cost in this area upward, although it is still well below the peak in 2008 of \$32.6 million.

Factors pushing costs up in 2014 compared to 2013 are (1) the change to self-operation for food and beverage service at the golf courses based on the recommendation of R.O.I., golf consultants, (2) the addition of golf service managers; and (3) upgrades to the golf starter facilities, resulting in an increase in costs in this area by more than \$300,000. In addition, the harsh, snowy winter pushed road clearing and cross country ski costs up by more than \$100,000.

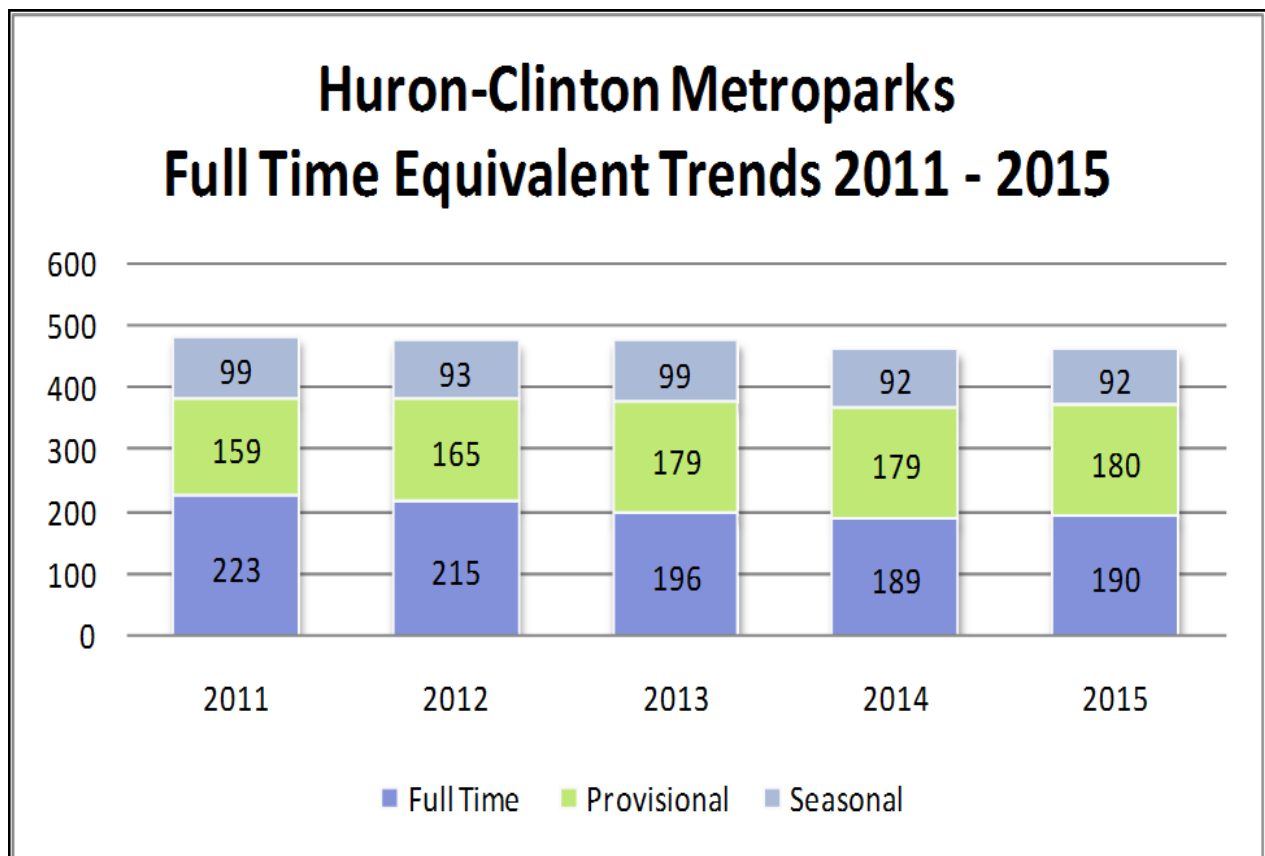


Since 2008 throughout the Metroparks, staff has worked to reduce operating costs in response to the decline in property tax revenue. A key component of this cost reduction strategy has been reduction of full-time staff. The 2015 Budget reflects a continuation of this reduced staffing level. The addition of a new full-time position at Wolcott Mill Metropark and additional provisional golf service manager hours are reflected partially in the 2014 and more completely in the 2015 budget. New for 2015 is the addition of a volunteer coordinator position at the administrative office. The Metroparks number of full-time staff has been reduced from a peak of 251 in 2007 to 190 today; a 25 percent reduction.

The chart below shows the full-time equivalent (FTE) for the categories of full-time, provisional (year round) part-time and seasonal part-time. FTE's are calculated by dividing the number of hours worked annually by 2080 which equals the number of hours a full-time employee is compensated.

As indicated, there has been a decrease from both full-time and seasonal hours, somewhat off-setting this net reduction is an increase in provisional staffing. In an effort to be more efficient, staff has used additional part-time, year-round staff, which generally carries a lower hourly rate as well as not burdening the Metroparks with benefits or legacy costs. Unfortunately unemployment and/or underemployment costs have also risen, somewhat offsetting this gain, however the savings continues to far outweigh this cost.

This is an area that will require vigilance as Metropark staff works to find more effective ways to utilize limited resources. Through schedule adjustments, using part-time staff, consultants and training we are working to get the most out of every dollar spent on labor.



2015 RECOMMENDED BUDGET**REVENUES**

Tax Revenue – Improvement in the residential market continues to have a slightly positive effect on taxable values. Four of the five counties within the Metroparks region had taxable values show growth ranging from 1.65 to 2.01 percent. Wayne County continues to show a decline of just under 2 percent. For 10 consecutive years, the Metroparks millage rate remains reduced by the "Headlee" Millage Reduction Formula at .2146 mills. In looking at the trends related to this calculation it is anticipated that the formula will yield further erosion to the tax rate by 2016 furthering the concern over the sustainability of the current fiscal model. As is our usual practice, an estimation was made for the amount of adjustments that would be needed throughout the year for tax abatement programs, Michigan Tax Tribunal adjustments and other refunds. Although the Board of Commissioners has begun exercising the Metroparks ability to opt out of tax increment financing initiatives where possible, the reality is that we currently do not have any option to address tax increment financing authorities (TIFA) that are currently in place. Furthermore, current legislation only allows the Metroparks to opt out of certain categories of TIFAs even for new initiatives. For 2015, the total allowance is estimated at \$1million. The result is a \$28.1 million tax revenue estimate, a \$200,000 increase from the 2014 original tax revenue budget.

Operating Revenue – Total park operating revenues are scheduled at nearly \$16.7 million. This reflects anticipated increases of \$100,000 in tolling, \$200,000 in golf and \$200,000 in aquatic facilities. As discussed earlier, the weather has been a negative factor in both the 2013 and the 2014 seasons. Utilizing our practice of budgeting for average weather in 2015 will have a positive impact when compared to projected 2014 numbers.

In addition, the golf revenue area has been the focus of a major initiative involving contracting with R.O.I., golf consultants, to review the current practices for both operation and maintenance of the golf courses. The end results validated some practices the parks had in place and added new ones. On the new side, golf service managers were added at some courses during 2014. For 2015, it is anticipated that these positions will be in place for the full year and that the golf service managers will have a positive impact through efforts to increase league and tournament play, drive interest in the courses in the surrounding communities and utilize on-line tools and dynamic pricing to maximize revenue. Golf service managers are also expected to create efficiencies between the golf starter and food/beverage service areas working as a coordinated team and to bolster customer service.

At Hudson Mills Metropark the second rip slide will be deployed after an unsuccessful trial at Lake Erie Metropark. The first slide has been extremely successful at Stony Creek Metropark where it is located near the large play structure at Eastwood Beach.

At Lower Huron and Lake St. Clair Metroparks the par three golf courses will be retrofitted to provide foot golf. This is a relatively new trend which utilizes a soccer ball instead of a golf ball, and the ball is kicked rather than struck with a club, working towards a 21-inch "cup" in place of the usual golf hole. One of the nice features of this addition is that it does not preclude or limit use of the course by traditional golfers; in fact a foursome can be made up of a mixed group of traditional golfers and foot golfers playing the same course together.

Other Revenue Sources – With the addition of the fund development position, we have changed our practice of not budgeting for donations which have averaged around \$130,000 per year. Instead, we are making a conservative estimate increasing the revenue in this area up from average by \$200,000, which is the expense that is anticipated to support the fund development process in 2015.

Interest rates are not expected to significantly improve for 2015 resulting in no change to the budget for this area. With the continued plan to retain capital equipment longer, the amount generated from the sale of capital equipment will be minimal in 2015.

New for 2015 will be the anticipated revenue associated with the Special Park District Forum. The forum will be co-hosted by the Metroparks, Oakland County Parks and the Michigan DNR. It is anticipated that the revenue generated by sponsors and participant fees will cover the cost of hosting the program.

Funding from Reserve/Capital Carryover – For 2014 it is estimated that favorable results from park operations and the administrative office operating expenditures will increase the Reserve by \$0.3 million. It is also anticipated that \$3.0 million will be used from the Reserve for capital to help fund the increase in capital improvement projects without depleting the unallocated/unassigned fund balance.

EXPENDITURES

Capital – Engineering and Planning is budgeted near the same level as 2014 at \$2.3 million for the 54 projects scheduled for 2015. The vacant planning manager position is funded and scheduled to be filled. Again for 2015, consultants will be used where feasible to gain efficiencies in both assessing need and designing solutions.

The planned cost for work done on these projects, over half of which are either re-budgeted or carryover projects, is \$7.6 million. \$6.0 million of planned capital improvement projects (80 percent) are redevelopment of older park facilities. The focus on maintenance of existing structures is consistent with the direction of the Five-Year-Plan.

Land Acquisition is scheduled for \$0.3 million to provide funding for acquisition of parcels at Lake St. Clair Metropark or where deemed necessary by the Board of Commissioners. The acquisition of the parcels at Lake St. Clair are partially funded by the Michigan Natural Resources Trust Fund (MNRTF) and will increase critical habitat for wetland dependent species and enhance the potential for hydraulic restoration of the marsh. Additional funding for the Lake St. Clair Metropark land acquisition will be provided by the Great Lakes Area of Concern program. Should other needs arise in either land acquisition or capital improvements there are \$5.4 million and \$3.3 million respectively in the committed fund balance for Land and Capital Projects. For additional detail on Capital Expenditures see [Schedule A, B and C](#) (attached).

Capital Equipment – Costs in this area are planned for \$1.4 million. This continues the effort to limit capital equipment purchases by extending the life of existing equipment, sharing assets between locations and purchasing used equipment where possible. The majority of equipment in the budget is replacing items that have become worn beyond use, with that being said, the budget does include \$290,000 for the acquisition of a site prep tractor. This item will be shared between all three districts as well as the natural resources department. Staff has determined that continuing to rent the item is not cost effective and the efficiencies of what this piece of equipment can accomplish justify the cost.

Major Maintenance – Also in keeping with the concept of maintaining the existing aging facilities of the Metroparks, there are 142 individual major maintenance projects planned for 2015 at a total cost of \$5.1 million. This is an increase of more than \$2.9 million from the 2014 budget and three times the dollar amount of major maintenance projects completed in 2014. While this is an ambitious target, it is anticipated that the majority of these much needed projects will be completed. For additional detail on major maintenance expenditures see [Schedule D](#) (attached).

Park Operations – The 2015 budget for park operations is recommended at \$30.2 million. This amount is an increase of \$600,000 from the projected 2014 result of \$29.6 million. As indicated below, the major driver for increases is in wages. Part-time wages have increased by nearly \$600,000. Offsetting this are decreases in over-time and fringes. Material and Services are primarily flat with the exception of the miscellaneous account which is showing a \$250,000 increase. This is the impact of the challenge that the Park Districts were given to set aside 1 percent of their budgets in an internal contingency account.

Part-time wages increased in: (1) aquatic facilities by \$66,000 as we hope to return to a more normal weather pattern, (2) golf starters by \$155,000 as the golf services manager positions are fully deployed at all courses; and (3) police services by \$100,000.

Overtime for both full and part-time are projected to be down from 2014 extraordinarily high levels. Overtime in 2012 was under \$100,000; in 2013 it grew to \$140,000; in 2014 it is projected to be at \$229,000 and in 2015 it is expected to total \$165,000. This year's reduction is a step in the correct direction, but further work will need to be done to justify the cost of overtime versus the benefit.

Fringe costs are projected down in spite of the additional funds allocated for pension and retiree health care trust contributions as previously discussed.

Huron-Clinton Metropolitan Authority Comparison of Park Operations by Category			
	2015 Budget	2014 Projected Actual	2013 Actual
PERSONNEL SERVICES			
Wages	\$ 15,975,000	\$ 15,425,900	\$ 15,171,400
Fringes	6,389,000	6,508,400	6,422,800
Total Personnel Services	\$ 22,364,000	\$ 21,934,300	\$ 21,594,200
MATERIALS AND SUPPLIES			
Communications/Utilities	\$1,750,500	\$1,784,400	\$1,586,500
Insurance	643,300	630,400	622,300
Maintenance	2,446,700	2,469,700	2,510,500
Minor Equipment	317,400	319,100	388,000
Operating Supplies	1,349,200	1,354,100	1,106,400
Professional Services	839,100	863,300	836,200
Miscellaneous	526,600	285,800	185,700
Total Materials and Supplies	\$ 7,872,800	\$ 7,706,800	\$ 7,235,600
Total Park Operating Expenditures	\$ 30,236,800	\$ 29,641,100	\$ 28,829,800

Administrative Office – The 2015 administrative office costs are projected to total \$6.8 million. This is up from the projected total of \$6.2 million for 2014. Five departments account for a majority of the cost increase: (1) the special event department reflects the expenditures associated with the 2015 Special Park District Forum (\$108,000), as has been noted earlier, the revenue from sponsors and participant fees is anticipated to offset the costs for this event; (2) the warehouse coordinator position has been moved to the Administrative Office, this position offers oversight and direction to all receiving and warehousing functions throughout the Metroparks, it was formerly charged directly to Kensington Metropark (\$87,000); (3) the position of interpretive services manager is expected to be filled with an existing staff member and will not result in an increase in the total number of staff throughout the Metroparks (\$127,000); (4) the fund development department will have a full year of operation resulting in an increase in costs (\$103,000); and (5) the executive department includes the addition of a volunteer coordinator position (\$130,000).

The vacant positions of Director and Human Resources Manager are both funded.

Attachments: **Schedule 3 – Preliminary 2015 Budget Estimates
Capital Improvement Projects**

Schedule A – Projects Rebudgeted from 1014

Schedule B – 2015 Five-Year-Plan Projects

Schedule C – 2015 New Projects

Schedule D – 2014 Work in Progress Projects

Schedule 4 – Significant Major Maintenance Projects

2015 BUDGET RESOLUTION

2015 Budget
6-a

MOVED BY: Commissioner

SUPPORTED BY: Commissioner

DATE: November 13, 2014

In accordance with the provisions of Public Act 621 of 1978, the Uniform Local Budgeting Act, Public Act 147 of 1939, the incorporation of the Huron-Clinton Metropolitan Authority and the By-Laws of the Huron-Clinton Metropolitan Authority, the Board of Commissioners, after due deliberation with the Director, Deputy Director and staff, does hereby adopt the 2014 General Fund Budget.

BE IT RESOLVED: That the 2015 revenues for the Huron-Clinton Metropolitan Authority are detailed in the Revenue section of the Budget and are summarized as follows:

Property Tax Levy	\$28,137,700
Park Operating Revenues	16,670,700
Interest Income	100,000
Sale of Capital Assets	25,000
Grants	648,000
Miscellaneous	480,000
	<u>\$46,061,400</u>

AND BE IT RESOLVED: That the 2015 expenditures for the Huron-Clinton Metropolitan Authority are hereby appropriated on an overall category basis.

BE IT FURTHER RESOLVED: That all sections of the 2015 Huron-Clinton Metropolitan Authority Budget document be approved as submitted.

BE IT FURTHER RESOLVED: That the Director of the Huron-Clinton Metropolitan Authority is hereby authorized to make budgetary transfers within the appropriation centers established throughout this Budget, and that all such transfers will be subsequently presented to the Board of Commissioners for further action, in conformance with the provisions of the state of Michigan Uniform Budgeting Act.

AYES: Commissioners:

NAYS:

ABSENT:

I, Joe Colaianne, the Corporation Counsel of the Huron-Clinton Metropolitan Authority, do hereby certify that the foregoing resolution was adopted by the Board of Commissioners at the regular scheduled meeting held in Brighton, Michigan on November 13, 2014.

Joseph W. Colaianne, Corporation Counsel

HURON-CLINTON METROPOLITAN AUTHORITY
Preliminary 2015 Budget Estimates
Capital Improvement Projects

Schedule 3

	2014 Rebudgeted Projects (16) (Schedule A)	2015 Five-Year Projects (16) (Schedule B)	2015 New Projects (10) (Schedule C)	2014 In Progress Projects (12) (Schedule D)	2015 Total Projects (54)
Lake St. Clair	\$2,197,000	\$220,000	\$758,000	\$11,000	\$3,186,000
Kensington	271,000	1,091,000	50,000	12,000	1,424,000
Lower Huron	43,000	-	-	-	43,000
Hudson Mills	-	50,000	73,000	84,000	207,000
Stony Creek	592,000	11,000	670,000	401,000	1,674,000
Willow	-	27,000	-	-	27,000
Oakwoods	52,000	-	130,000	-	182,000
Lake Erie	149,000	120,000	60,000	20,000	349,000
Wolcott Mill	-	30,000	30,000	15,000	75,000
Indian Springs	73,000	180,000	80,000	53,000	386,000
Huron Meadows	-	-	-	2,000	2,000
Totals	\$3,377,000	\$1,729,000	\$1,851,000	\$598,000	\$7,555,000

HURON-CLINTON METROPOLITAN AUTHORITY
Preliminary 2015 Budget - Capital Improvement Projects
Projects Rebudgeted from 2014 (16)

Schedule A

<u>PROJECT</u>	<u>AMOUNT</u>	<u>REMARKS</u>
<u>LAKE ST. CLAIR</u>		
1. West Beach Front/Playground Redevelopment	\$1,270,000	Playground redevelopment to include the demolition, design and construction of a new multifaceted park recreation area.
2. Pool Backwash System Discharge Modifications	16,000	Modifications to incorporate pool backwash to sanitary drains.
3. Pool Drain Modifications	110,000	Re-route existing drain piping to sanitary sewer.
4. Seawall Replacement	740,000	Replace existing seawall. \$264,000 was budgeted in 2014. Additional funds will be added to the project in 2015 budget.
5. Marina Accessible Docks	61,000	Add ADA accessible docks in the North Marina.
<u>KENSINGTON</u>		
1. East Boat Launch Ramp/Pier Replacement	260,000	Replace existing deteriorated boat launch and piers.
2. Dam Safety Signage Improvements	11,000	Construction and placement of warning signs around dam locations.
<u>LOWER HURON</u>		
1. Energy Conservation Initiatives	10,000	Replace and improve various building components to improve energy usage.
2. Pump Station for Walnut Grove Campground	33,000	Construction of a sanitary waste dump station for campers.
<u>STONY CREEK</u>		
1. Demolish Boat Launch Building	17,000	Removal of deteriorated Boat Launch building.
2. Boat Launch Restroom Replacement	400,000	Replace with current code complian facility.
3. UST to AST Conversion, Service Area	175,000	Upgrade fuel storage.

HURON-CLINTON METROPOLITAN AUTHORITY
Preliminary 2015 Budget - Capital Improvement Projects
Projects Rebudgeted from 2014 (16)

Schedule A

<u>PROJECT</u>	<u>AMOUNT</u>	<u>REMARKS</u>
<u>OAKWOODS</u>		
1. Flatrock Dam Safety Signage & Improvements	\$52,000	Construction and placement of warning signs around dam locations.
<u>LAKE ERIE</u>		
1. Pool Backwash System Discharge Modifications	49,000	Modifications to incorporate backwash to sanitary sewer.
2. Pool Drain Modifications	100,000	Re-route existing drain piping to sanitary sewer.
<u>INDIAN SPRINGS</u>		
1. EDC Wedding Gazebo near Oak Circle	<u>73,000</u>	Gazebo for weddings.
TOTAL PROJECTS REBUDGETED FROM 2014 (16)	<u><u>\$3,377,000</u></u>	

HURON-CLINTON METROPOLITAN AUTHORITY
Preliminary 2015 Budget - Capital Improvement Projects
2015 Five Year Plan Projects (16)
Schedule B

<u>PROJECT</u>	<u>AMOUNT</u>	<u>REMARKS</u>
<u>LAKE ST. CLAIR</u>		
1. Parking Lot Wearing Course	\$53,000	Continuation of Parking lot improvements.
2. Exit Road Reconstruction	156,000	Rebuild/ Reconstruct deteriorated perimeter roadway.
3. Energy Conservation Initiatives	11,000	Replace and improve various building components to improve energy usage.
<u>KENSINGTON</u>		
1. East Hike Bike Trail Wall Replacement	230,000	Replacement of failing retaining wall.
2. West Main Park Road Reconstruction Phase 1	350,000	Rebuild/ Reconstruct deteriorated roadway.
3. Maple Beach Demo & Comfort Station	500,000	Remove outdated facility/replace with ADA compliant structure.
4. Energy Conservation Initiatives	11,000	Replace and improve various building components to improve energy usage.
<u>HUDSON MILLS</u>		
1. Vegetative Management/Restoration	20,000	Forest and grassland restoration, removal of non-native species and add native vegetation.
2. ADA Access - Activity Shelter	30,000	Ongoing initiative to provide accessibility system wide.
<u>STONY CREEK</u>		
1. Energy Conservation Initiatives	11,000	Replace and improve various building components to improve energy usage.
<u>WILLOW</u>		
1. Energy Conservation Initiatives	11,000	Replace and improve various building components to improve energy usage.
2. Skate Park & Tot Lot Restroom Demolition	16,000	Removal of obsolete facilities

HURON-CLINTON METROPOLITAN AUTHORITY
Preliminary 2015 Budget - Capital Improvement Projects
2015 Five Year Plan Projects (16)
Schedule B

<u>PROJECT</u>	<u>AMOUNT</u>	<u>REMARKS</u>
<u>LAKE ERIE</u>		
1. Vegetative Management/Restoration	\$20,000	Forest and grassland restoration, removal of non-native species, native vegetation reintroduction.
2. Communications Infrastructure Improvements	100,000	Continuation of system wide communications initiative.
<u>WOLOTT MILL</u>		
1. Farmland Restoration	30,000	Ongoing initiative to convert farmland back to natural vegetation.
<u>INDIAN SPRINGS</u>		
1. Tollbooth Replacement	180,000	Replace existing deteriorated structure.
TOTAL 2015 FIVE-YEAR PLAN PROJECTS (16)		<u><u>\$1,729,000</u></u>

HURON-CLINTON METROPOLITAN AUTHORITY
Preliminary 2015 Budget - Capital Improvement Projects
2015 New Projects (10)
Schedule C

<u>PROJECT</u>	<u>AMOUNT</u>	<u>REMARKS</u>
<u>LAKE ST. CLAIR</u>		
1. Marsh Restoration, Phase 2	\$678,000 *	Environmental restoration of critical shoreline area.
2. Pool Lockers	30,000	Last phase of locker replacement.
3 Toll Booth No. 1 Replacement	50,000	Replace existing deteriorated structure.
<u>KENSINGTON</u>		
1. Shoreline Rip Rap along Route 5	50,000	Restore shoreline for erosion control.
<u>HUDSON MILLS</u>		
1. Tennis Court Reconstruction	73,000	Replacement of existing faulted surface.
<u>STONY CREEK</u>		
1. Main Park Road Reconstruction, Phase 8	670,000	Continuation of replacement roadway surface infrastructure.
<u>OAKWOODS</u>		
1. Oakwoods Nature Center Parking Lot Reconstruction	130,000	Replace failing infrastrucutre.
<u>LAKE ERIE</u>		
1. Heated storage building	60,000	Structure needed to provide adequate safeguarding of park materials.
<u>WOLCOTT MILL</u>		
1. Pathfinder Signs	30,000	County wide directional signage.
<u>INDIAN SPRINGS</u>		
1. EDC Pond Filtration System	<u>80,000</u>	Clarify aquatic interpretive display.
TOTAL 2015 NEW PROJECTS (10)	<u>\$1,851,000</u>	

* \$648,000 grant funding

HURON-CLINTON METROPOLITAN AUTHORITY
Preliminary 2015 Budget - Capital Improvement Projects
2014 Work In Progress Projects (12)
Schedule D

<u>PROJECT</u>	<u>AMOUNT</u>	<u>REMARKS</u>
<u>LAKE ST. CLAIR</u>		
1. House Demolition - South River Road	\$11,000	Removal of structure from proposed land acquisition.
<u>KENSINGTON</u>		
1. Vegetative Management/Restoration, Phase 2	12,000	Control invasive species and restore native plants.
<u>HUDSON MILLS</u>		
1. Service Area UST to AST Conversion	84,000	Upgrade fuel storage.
<u>STONY CREEK</u>		
1. Pump Station for Campground	120,000	Comply with State mandate for camping facilities.
2. Additional 9 Holes at Disc Golf Course	29,000	Expansion of existing Disc Golf Facility.
3. Replace Boat Launch Pier	230,000	Replace existing failing boat launch structure.
4. Upper & Lower Dam Safety Signage & Improvements	22,000	Construction and placement of warning signs around dam locations.
<u>LAKE ERIE</u>		
1. Vegetative Management/ Restoration	20,000	Control invasive species and restore native plants.
<u>WOLCOTT MILL</u>		
1. Farmland Restoration	15,000	Ongoing initiative to convert farmland back to natural vegetation.
<u>INDIAN SPRINGS</u>		
1. Wellhouse Iron Removal System	35,000	Upgrade existing geothermal system.
2. Schmitt Lake Trail Development and Boardwalk	18,000	Development of new trail system.
<u>HURON MEADOWS</u>		
1. Tree Planting	2,000	Tree plantings for new service building.
TOTAL 2014 WORK IN PROGRESS PROJECTS (12)	\$598,000	

HURON-CLINTON METROPOLITAN AUTHORITY
Preliminary 2015 Budget Estimates
Significant Major Maintenance Projects
Schedule 4

LAKE ST. CLAIR (24)

1. Re-pave Employee Lot Driveway	\$45,000	
2. Tennis Court Fence/Cement/Resurfacing	170,000	
3. Activity Building Metal Roof Repairs	39,000	
4. Administration and Bathhouse- EIFS Repairs and Painting	80,000	
5. Caulk and Paint, various buildings, picnic shelters and tollbooths	30,000	
6. Oil Shed and Open Storage Building Roof Coating	50,000	
7. Replace Shore Marina Booth	47,000	
8. Pump Station No. 2 - Replace Pump System	28,000	
9. Squir Zone Electronic Control Updates	26,000	
10. East Boardwalk Temporary Repairs	25,000	
11. Boat Launch Skid Pier Replacement, Phase 1 and 2	51,000	
12. Re-key Park	22,000	
13. Pool Surface, Gutter and Crack Repairs	98,000	
14. Shore Marina Pile and Board Repairs	27,000	
15. Other projects under \$25,000	134,000	\$872,000

KENSINGTON (17)

1. Hike Bike Trail Repairs, Various Areas	\$212,000	
2. Farm Main Barn Siding Replacement	80,000	
3. Caulk and Paint, various buildings, picnic shelters and tollbooths	30,000	
4. Service Garage Section B, G Roof Replacement	28,000	
5. Park Service Area-Monitoring Wells	25,000	
6. Sanitary Sewer Rehabilitation, East Side	320,000	
7. Other projects under \$25,000	171,000	\$866,000

LOWER HURON (18)

1. Hike-Bike Trail I-R Repairs	\$26,000	
2. Roadway and Parking Lot Surface Treatment	56,000	
3. Park Maintenance Building-Roof Repair	74,000	
4. Caulk and Paint, various buildings, picnic shelters and tollbooths	30,000	
5. Replace Ice Rink Lighting	24,000	
6. Other projects under \$25,000	179,000	\$389,000

HUDSON MILLS (7)

1. Wood Shop/Warehouse/Equipment Storage Roof Replacement	\$40,000	
2. Golf Course - Replace irrigation heads Phase 1	26,000	
3. Other projects under \$25,000	84,000	\$150,000

STONY CREEK (19)

1. Roadway and Parking Lot Overband Crack Sealing and Surface Treatment	\$33,000	
2. Nature Center Road Surface Treatment	82,000	
3. Caulk and Paint, various buildings, picnic shelters and tollbooths	30,000	
4. Golf Starter Bathroom Upgrades	42,000	
5. Nature Center Roof Repairs	26,000	
6. Sanitary Sewer Rehabilitation	220,000	
7. Repair Observation Deck - Nature Center	54,000	
8. Other projects under \$25,000	190,000	\$677,000

HURON-CLINTON METROPOLITAN AUTHORITY
Preliminary 2015 Budget Estimates
Significant Major Maintenance Projects
Schedule 4

WILLOW (20)

1. Connector Trail Bridge Replace Boards	\$28,000	
2. Pool Parking Lot Pavement Repairs	70,000	
3. Caulk and Paint, various buildings, picnic shelters and tollbooths	30,000	
4. Door Replacement - Pool Filter and storage doors	31,000	
5. Bath House Tuckpointing	32,000	
6. Pool Bathhouse-Food Bar Restroom Renovations	178,000	
7. Washago Pond-Replace Sluice Gate	115,000	
8. Golf Course Cart Path Resurfacing - #3, #15, #18	74,000	
9. Other projects under \$25,000	173,000	\$731,000

OAKWOODS (3)

1. Flatrock Dam - Debris Removal	\$37,000	
2. Other projects under \$25,000	30,000	\$67,000

LAKE ERIE (14)

1. Caulk and Paint, various buildings, picnic shelters and tollbooths	\$30,000	
2. Pool Mechanical Building Roof Replacement	26,000	
3. Paint Light Poles	28,000	
4. Replace Activity Area Pump Station Pumps	30,000	
5. Wave Pool Refinishing, Phase 3	77,000	
6. Other projects under \$25,000	121,000	\$312,000

WOLCOTT (7)

1. Grist Mill - Replace Ext. Boards, Coat with Whitewash	\$86,000	
2. Grist Mill - Roof Repairs	34,000	
3. Other projects under \$25,000	64,000	\$184,000

INDIAN SPRINGS (10)

1. Caulk and Paint, various buildings and picnic shelters	\$30,000	
2. EDC-Stain	69,000	
3. Golf Course Irrigation improvements (Final Phase)	25,000	
4. Spray-n-Play Toy and Surface Repairs	160,000	
5. Other projects under \$25,000	113,000	\$397,000

HURON MEADOWS (3)

1. Park Road Pavement Overlay	\$175,000	
2. Golf Starter Roof Replacement	52,000	
3. Other projects under \$25,000	16,000	\$243,000

ADMINISTRATIVE OFFICE

1. Engineering and General Planning		\$183,000
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TOTAL 2015 Major Maintenance Projects (142)

\$5,071,000



HURON-CLINTON METROPOLITAN AUTHORITY

9 - A - 1
Meeting of November 13, 2014

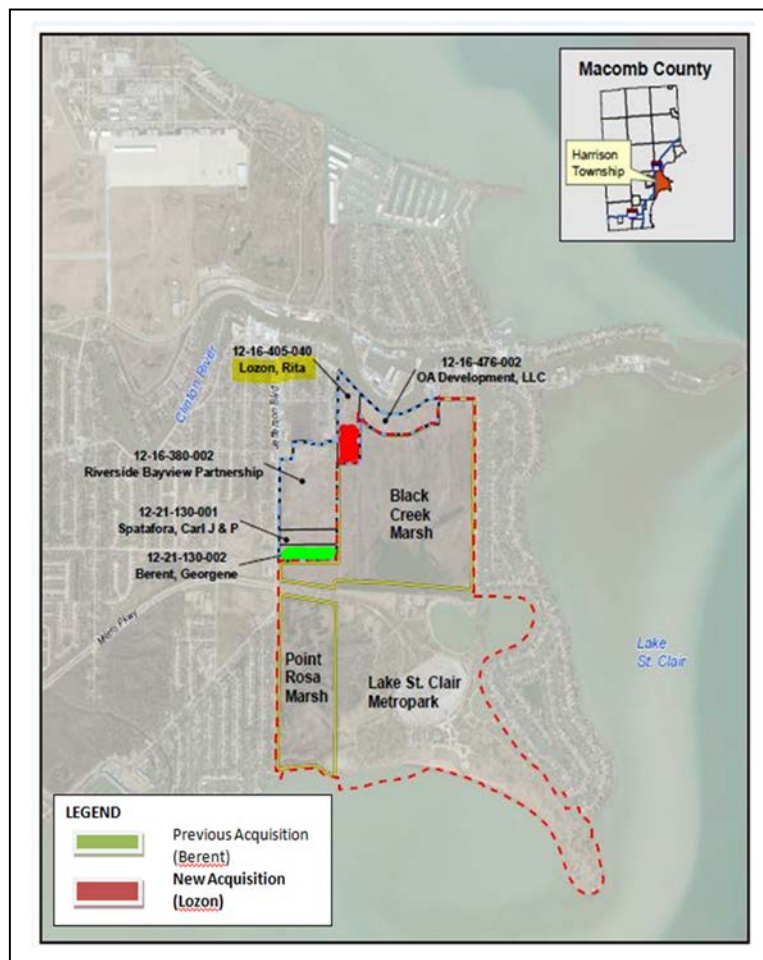
To: Board of Commissioners
From: Paul Muelle, Natural Resources and Environmental Compliance Manager
Subject: Lake St. Clair Metropark Property Acquisition
Date: November 5, 2014

Action Requested: Motion to Approve

That the Board of Commissioners authorize Staff to prepare an agreement to purchase 8.5 acres of property adjacent to Lake St Clair Metropark from Rita Lozon (Parcel 'E') at the appraised value of \$23,402.50 as recommended by Natural Resources and Environmental Compliance Manager Paul Muelle and staff

Fiscal Impact: Funds to be reimbursed through MNRTF and NOAA grants.

Background: As last reported in March 2014, the Metroparks was awarded a total of \$450,000 from The Michigan Natural Resources Trust Fund (MNRTF) and the National Oceanic and Atmospheric Agency (NOAA) Great Lakes Area of Concern Acquisition Program to purchase property within the Black Creek Marsh adjacent to Lake St. Clair Metropark. Parcel 'E' represents the second purchase of five parcels under consideration for purchase by the Metroparks through the MNRTF/NOAA grant.





HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Tim Phillips, Park Planner
 Subject: Update – MDNR Trust Fund Grant and the Washtenaw County
 Border-to-Border Trail
 Location: Hudson Mills Metropark, Washtenaw County
 Date: November 5, 2014

Action Requested: Motion to Receive and File; and Approve Discussions

That the Board of Commissioners receive and file the update and approve continued discussions with Washtenaw County Parks and Recreation Commission on the development and funding of the Border-to-Border Trail on Hudson Mills property north of North Territorial Road.

Background: The Metroparks applied for two MDNR Trust Fund Grants last March. The two projects were the Boat Launch Redevelopment Project at Stony Creek and the Land Acquisition project at Hudson Mills. The land acquisition project at Hudson Mills will improve the proposed alignment for the Washtenaw County Border-to-Border trail as it heads north from the park towards the Livingston County Border and the Lakelands State Park Trail. The Planning Department has submitted additional documentation to increase the scoring for both of these projects. Final scoring and the award of these grants will take place in December.

On a related issue, staff is requesting support for continued discussions with the Washtenaw County Parks and Recreation Commission on the development and funding of a two-mile section of trail at Hudson Mills located between North Territorial Road and McGregor Road. The Metroparks may be asked to cost share on a portion of this trail development. A meeting to discuss financial contributions and potential grant submissions in March will be scheduled in the near future. Other partners in the trail development heading north to the Lakelands State Park Trail include:

- Washtenaw County Parks and Recreation Commission
- Washtenaw County Road Commission
- Livingston County Road Commission
- Department of Natural Resources
- Hamburg Township
- Dexter Township

The Metroparks may be asked to contribute up to \$300,000 in the cost share on this project and apply for a MDNR Trust Fund Development Grant in March of 2015. This would require an update to The Metroparks existing Five-Year Recreation Plan, which does not include funding for this project.

The Border-to-Border Trail is part of the Governors Showcase Trail, which is an effort to connect trail systems from Wisconsin to Belle Isle in Detroit.

Continued updates will be provided as the project is planned.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Paul Muelle, Natural Resources and Environmental Compliance Manager
 Subject: Property Lease Update
 Date: November 5, 2014

Action Requested: Motion to Receive and File

That the Board of Commissioners receive and file the Property Lease Update as recommended by Natural Resources and Environmental Compliance Manager Paul Muelle and staff

Background: HCMA property acquisition began in 1945 for the first three Metroparks; Lake St. Clair (Metro Beach) Marshbank, and Kensington, to begin to create "the largest single parkway surrounding any metropolitan area in the world." (Wittemore)

By the 1960's, the HCMA Board of Commissioners voted to abandon parkway development plans sighting freeway expansion and development cost as significant barriers. The park system then began to focus on developing separate large tracts of recreational space. Land acquisition for four new parks, Wolcott Mill, Indian Springs, Lake Erie and Huron Meadows began in earnest in the 1970's, with land acquisition totals reaching 20,000 acres by 1977. Current land holdings are 24,894 acres.

Property leased by the HCMA typically falls into three categories: Recreational/linked greenways (449 acres), residential (0 acres) and agricultural (595 acres). Since it is often critical to obtain property that falls within the parks Master Plan when it becomes available. The newly acquired property, especially property that was in agriculture at the time of purchase, is often placed into lease and kept in agricultural production for a variety of reasons including:

- As a condition of sale with the former land owner who wants a short term source of income;
- For public relations with the local farming community;
- To minimize the financial impact to the local government by taking the property off the tax role;
- Lessee's assistance in monitoring Metropark property which helps deter trespassing, illegal dumping and unauthorized activity;
- To keep the property in productive 'use' until Metropark plans for development are imminent; and
- To help reduce invasion of invasive plant species on the property which would occur if it were left to go fallow thus reducing future development or restoration expenses.

Property Lease Update

Page 2

For recreational purposes, the vestiges of the original Metropark parkway system remain throughout the five-county region. Many of these remaining spaces:

- Are leased to local municipalities and provide local recreation for residents;
- Provide critical areas for 'linked' greenways for walking and bicycle pathways (community connections);
- Provide 'green infrastructure' for wildlife corridors; connected ecosystems to reduce genetic isolation and improve biodiversity within plant and animal communities for long term viability; and increased recreation potential;
- Provide green space within communities for scenic vistas and visual/psychological relief;
- Provide protection of water resources through the preservation of floodplains, wetlands and adjoining riverine and upland properties; and
- Provide protection of significant, threatened or endangered species that remain on the properties.

Lease Procedures: In some instances, leasing of a purchased property is a condition of the original sale of land. Traditionally, residential property has only been leased back to the individual selling the property, for an agreed upon duration, after which the structure is either sold and moved off property or demolished. There are currently no leased residential properties. Agricultural property may also be leased back to the original property owner as condition of the land sale. If the previously property owner has no interest in the land, it is made available to other interested parties (which often is the adjacent property owner or lessee), or it may be left fallow or included in habitat improvement projects. Determination on whether to lease purchased agricultural property is typically made on a case by case basis. Many of the current agricultural leases date back to the 1980's and only one new agricultural lease has been offered since 2005.

Lease rates for agricultural land will vary depending on location, crop use and land improvements (drain tile). Land values as provided by the USDA are regularly monitored and used for guidance when establishing HCMA lease rates. The HCMA agricultural lease rate is currently \$75 per acre. As indicated below, HCMA lease rates have steadily increased from \$30 per acre in 2000 to the current \$75 per acre. Current income from leased agricultural land is \$39,450 per year. Tax liability for those parcels is estimated to be \$32,373 for 2014.

	2000			2012			2014		
	Price per Acre	Total Acres	Total Price	Price per Acre	Total Acres	Total Price	Price per Acre	Total Acres	Total Price
Agricultural Leased Land	\$30.00	799	\$ 29,952.50	\$55.00	705	\$ 48,837.00	\$75.00	595	\$ 39,450.00
Residential			\$7,608.00			\$10,062.00			
Recreation Linked Greenways		449			449			449	

Agricultural leases are approved on a year-to-year basis. There is currently no formal process to competitively offer property for lease. Staff is currently reviewing lease procedures, and will present recommendations to the Board at a future date.

HURON-CLINTON METROPOLITAN AUTHORITY
2014 FARM LEASE

Effective this 1st day of March, 2014, this Lease Agreement ("Lease") is made between _____, whose address is _____, ("Lessee") and the **Huron-Clinton Metropolitan Authority**, whose address is 13000 High Ridge Drive, Brighton, Michigan 48114 ("Lessor").

1. Property. Lessor hereby agrees to lease to Lessee the following premises _____, County of _____, State of Michigan, more specifically described as:

Consisting of approximately _____ acres. (The "Property")

Together with all improvements located on or in the Property which will effectuate the crop farming purpose for which this Lease is made. Lessee shall be responsible for determining the Property boundaries and Lessor makes no representations regarding the tillable acreage.

2. Term. The Lease shall commence upon March 1st, 2014 and shall end on December 31st, 2014, unless terminated pursuant to paragraph 10 of this Lease.

3. Amount of Rent and Time of Payment. Lessee shall pay Lessor as rental for said Property for the term set forth herein, the sum of \$75.00 per acre per year upon signing this Lease into effect and payment in full made prior to April 15, 2014.

\$75.00 per acre multiplied _____ acres = \$_____ (Rent)

4. Purpose. Lessee shall occupy and use the Property for the planting, growing and harvesting of crops and for any and all activities or uses incident to and beneficial to such purpose, including but not limited to, tilling, cultivating, planting, harvesting, spreading organic and inorganic fertilizer upon the Property and otherwise utilizing the Property in a manner consistent with Lessee's normal farm practices and in accordance with Generally Accepted Agricultural Management Practices ("GAAMPs") promulgated by the Michigan Department of Agriculture & Rural Development and any farming guidelines for the Property determined by Lessor. No livestock or any other farm animals shall be kept or allowed on the Property without Lessor's written consent. No off-road vehicles, recreational or otherwise may be allowed on the Property without the Lessor's written consent. Lessee shall keep the Property, including any equipment or fixtures of every kind and nature, during the term in as good repair and at the expiration of the term deliver the same in like condition as when taken, reasonable wear thereof and damage by the elements excepted. Lessee shall use and occupy the Property only for the purposes described herein and shall not permit intoxicating liquors or controlled substances to be stored, used or manufactured upon the Property.

5. Ownership of Crops, Insurance and Crop Loss. At all times during the term of this Lease, any crops planted, cultivated or grown upon the Property shall be deemed owned by Lessee and shall be the sole property of Lessee and Lessor shall have no right, title or interest in and to the crops. Lessee shall maintain public liability and property damage insurance in the amount of \$1,000,000 for each occurrence and name the Lessor as an additional insured. Lessee may, at its option, maintain insurance for the crops grown on the Property and shall be entitled to receive any and all insurance benefits payable pursuant to such policies of insurance. Lessor and Lessee agree that Lessee shall be entitled to retain any and all payments from any farm program for the crops, including but not limited to, payments made pursuant to the Agricultural Soil Conservation Stability Program, or related State or Federal Programs.

6. Indemnification. The Lessee shall hold indemnify, defend and hold harmless the Lessor, its officers, employees or agents from any and all claims, liability, suits, actions or causes of actions for damages, injuries or death to any person or property by reason of negligence on the part of the Lessee, its officers, employees or agents.

7. Care and Use of the Property. Lessee shall comply with all federal, state and local laws, ordinances and rules including, but not limited to, keeping the Property clean and in a safe condition and not permitting any refuse or debris to accumulate. Lessee shall not restrict the lawful hunting activities of the general public during the term of this Lease and shall not post a sign on the Property or enclose the Property for the purpose of prohibiting hunting. Lessor shall not clear any brush or cut down any trees on the Property without the express written consent of Lessee.

8. No Partnership. This Lease shall not be deemed to give rise to a partnership or joint venture between the parties nor shall Lessee be deemed an employee or contractor of Lessor.

9. Possession and Enjoyment. Lessor represents and warrants that Lessor is the owner of the Property free and clear of all liens or claims of others, except those of public record, and that Lessor has the right to lease the Property as set forth in this Lease. Lessee, on payment of the rents, shall and may peacefully and quietly have, hold and enjoy the Property for the purpose and term of the Lease.

10. Assignment and Sale. Lessee shall not assign this Lease or sublet the Property without Lessor's consent. Lessor shall be entitled to assign this Lease and this Lease shall inure to the benefit to the heirs, executors, administrators, successors, assigns and grantees of the Lessor.

11. Early Termination. Notwithstanding any provision of this Lease, Lessor shall have the right to terminate this Lease at any time upon 120 days prior written notice to Lessee. In the event of early termination, rent payable under this Lease shall not be prorated.

12. Holdover. Lessee shall have the right of entry after termination of this Lease only for the purpose of harvesting crops seeded before termination of this Lease in accordance with normal farm practices, or to sell Lessee's interest in the crops either to the Lessor, the succeeding Lessee, or to a third party.

Dated: _____, 201__

LESSOR: Huron-Clinton
Metropolitan Authority

By:_____

Its: Authorized Representative

Dated: _____, 201__

LESSEE:

By:_____

Its:_____

NOTICE: Michigan law establishes rights and obligations for parties to rental agreements. This agreement is require to comply with the Truth in Renting Act. If you have questions about the interpretation or legality of a provision of this agreement, you are advised to seek the assistance from a lawyer or other qualified person.

HCMA Agricultural & Residential Leases					2000			2012			2013/2014		
Name	Acre(s)	Parcel No.	Section No.	Description	Price per Acre	Total Acres	Total Price	Price per Acre	Total Acres	Total Price	Price per Acre	Total Acres	Total Price
Wolcott Mill													
	15	23	SW 1/4 of 15	~ Former owner - Kalinowski	\$30.00	60	\$510.00	\$55.00	104.5	\$5,747.50	\$75.00	69	\$5,175.00
		24	SW 1/4 of 15	~ Former owner - Przedwojewski									
	35	121/124	W 1/2 of 15	~ Former owner - Zink									
	55	25	SW 1/4 of 15	~ Former owner - Hartzig									
		114	N 1/2 of 22	~ Former owner - Westlake									
		115		~ Former owner - Polka									
	31	4	8		\$30.00	31	\$930.00	\$55.00	31	\$1,705.00	\$75.00	31	\$2,325.00
	10	65	NW 1/4 of 17		\$30.00	10	\$300.00	\$55.00	10	\$550.00	\$75.00	10	\$750.00
	85	84	21	~ East 1/2 of SE 1/4 of Sec. 21; former owner - Schleif.	\$30.00	170	\$5,100.00	\$55.00	220	\$12,100.00	\$75.00	185	\$13,875.00
		125	22	~ West 1/2 of SW 1/4 of Sec. 22; former owner - Schleif.									
	85	123		~ South 1/3 of Sec. 22; former owner - Douglas.									
	50	115		~ South of N. Branch Clinton River; former owner - Polka									
	55	116 117 119		~ Former Polka property ~ Former Job property ~ Former Lange property				\$55.00	133	\$7,315.00	\$75.00	133	\$9,975.00
	15	128	S 1/2 of SE 1/4 of 22	~ East of river	\$30.00	15	\$450.00						
	63	155/158	SE 1/4 of 34	~ Former D. Ruczynski property									
	75		SW 1/4 of 27	~ Former owner - Schoenberg	\$30.00	75	\$2,250.00						
	4	128	S 1/2 of SE 1/4 of 22	~ West of Clinton River, N of 28 Mile; Former owner - Seafert	\$30.00	111	\$3,330.00	\$ 55.00	176	\$9,680.00	\$ 75.00	144	\$10,800.00
	17	130	NE 1/4 of 27	~ Former owner - Palazuk									
	25	130	N 1/2 of 27	~ SE of 28 Mile and Teller Road; Former owner - Palazuk									
	44	133	NW 1/4 of 27	~ S of 28 Mile ad W of Teller Road; former owner - Rogers									
	12	151	E 1/2 of E 1/2 of NW 1/4 of 34	~ Former owner - Glowny									
	19	136	SW 1/4 of 27	~ E of Teller Road; Former owner - Rudich									
	3	137	SW 1/4 of 27	~ W of Teller Road (strip); Former owner - Schoenberg									

HCMA Agricultural & Residential Leases					2000			2012			2013/2014		
Name	Acre(s)	Parcel No.	Section No.	Description	Price per Acre	Total Acres	Total Price	Price per Acre	Total Acres	Total Price	Price per Acre	Total Acres	Total Price
Wolcott Mill (con't)	17	137	SW 1/4 of 27	~ Except South 90 rods; Former owner - Schoenberg									
	35	132	NW 1/4 of 27	~ SW corner of 28 Mile and Teller Rd; Former owner - Rudich									
	80	115,116	N 1/2 of 22	~ Former owner - Westlake ~ Former owner - Job ~ Former owner - Lange ~ Former owner - Hartzig	\$30.00	162	\$4,860.00						
	10	114											
	13	117											
	38	119											
	21	114											
	20		SW 1/4 of 16	~ Former owner - Gabrysiak	\$30.00	63	\$1,890.00						
	43		SW 1/4 of 17	~ Former owner - Liebler									
	35		W 1/2 of 22	~ Former owner - Zink	\$30.00	35	\$1,050.00						
	12		16		\$30.00	12	\$360.00						
	6	41			\$30.00	6	\$180.00						
	30	59									\$75.00	30	\$2,250.00
Wolcott Mill Sub Total						750	\$21,210.00		674.5	\$37,097.50		572	\$37,725.00
Lake Erie													
	2	111c	24	~ Land formerly owned by E. Pokrzywinski. Including adjacent acreage to control unauthorized ingress and egress to crop land lying SE of Campau and Pte. Mouille Rds.	\$27.00	18	\$486.00	\$55.00	6	\$330.00			
	16			~ Former Quick & Gonyea property. House	\$325.00		\$3,900.00	\$425.00		\$5,100.00			
Indian Springs													
	1.5		SE 1/4 of 33	~ For pasture purposes	\$15.00	1.5	\$22.50	\$55.00	1.5	\$82.50			
				House	\$312.00		\$3,708.00	\$413.50		\$4,962.00			
Hudson Mills													
	23		W 1/2 of 31	~ Former Silvani property. ~ 11 acres - North Field ~ 12 acres - South Field	\$22.00	23	\$506.00	\$55.00	23	\$1,265.00	\$75.00	23	\$1,725.00
Lower Huron													
	6		NW 1/4 Sec 6		\$20.00	6	\$120.00						
Other Parks Sub-Total						49	\$ 8,742.50		31	\$ 11,739.50		23	\$ 1,725.00
TOTAL						799	\$ 29,952.50		705	\$ 48,837.00		595	\$ 39,450.00

Current Lease

No Longer Leased

USDA Farm Land Rental Information

Edited by: Dennis Stein, District Farm Business Management/ Risk Management Educator
 Michigan State University Extension, 362 Green Street, Caro, MI 48723 • Phone: 989-672-3870 • Fax: 989-673-5953
 email: steind@msu.edu • webpage: http://www.msu.edu/user/steind

The following information has been compiled from the USDA-NASS web page, which represents the suggested average farm land cash rental rates received by landowners by county. This data is an average which is made up of cash land rental rates above and below the rate posted. It is recommended that you consider completing a farm landowner rental worksheet and checklist to see how your farm land may relate to this value.

USDA LAND RENT SUMMARY

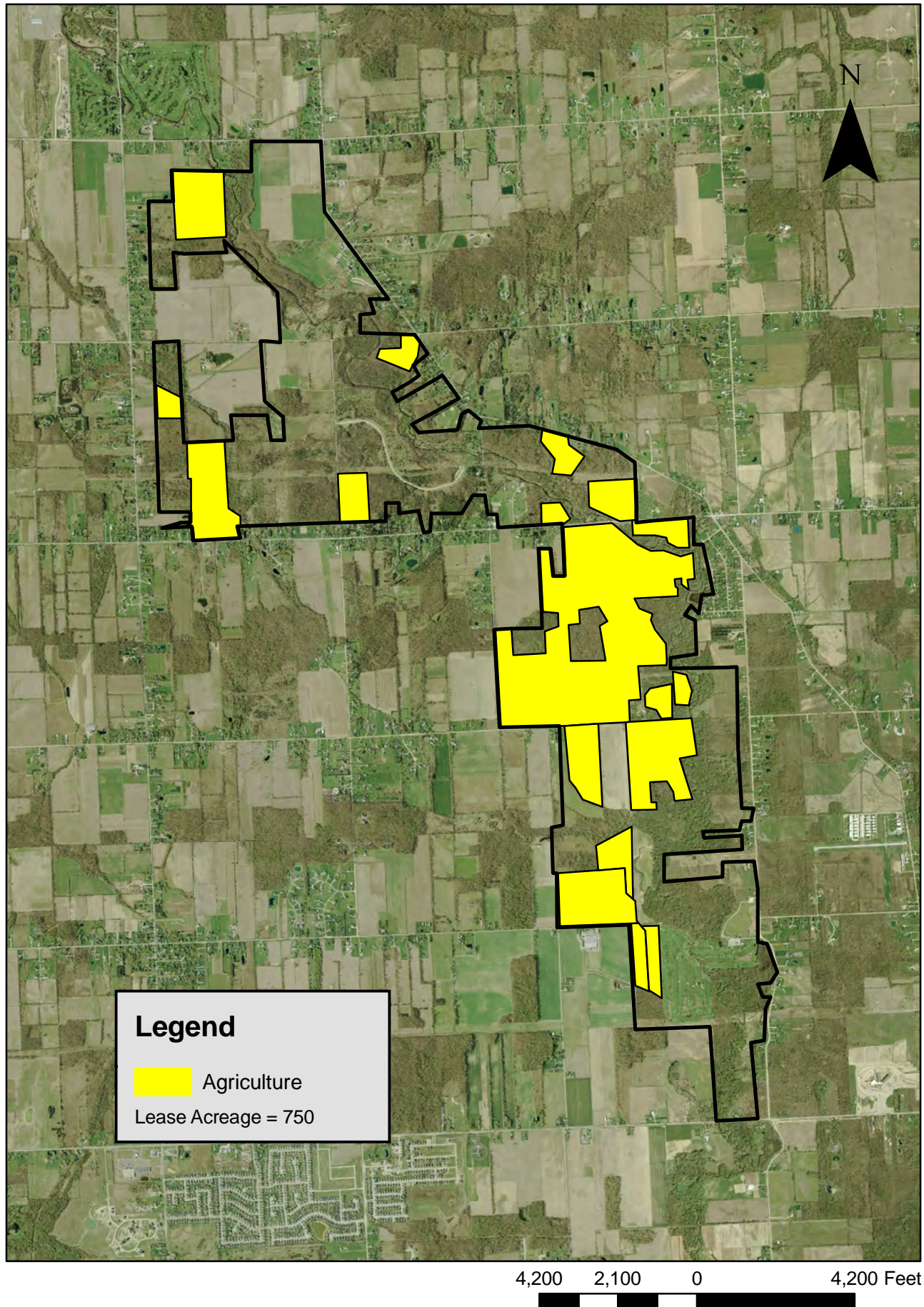
County	2013 PER ACRE	2012 PER ACRE	2011 PER ACRE	2010 PER ACRE	2009 PER ACRE	2008 PER ACRE
RENT, CASH, CROPLAND, NON-IRRIGATED -						
ALCONA	\$17.00	\$23.00	\$25.00	\$23.00	\$29.50	
ARENAC	\$87.50	\$88.50	\$61.00	\$63.50	\$58.50	\$67.50
BAY	\$116.00	\$117.00	\$99.00	\$95.00	\$98.50	\$102.00
CLARE	\$58.50	\$38.00	\$38.00	\$30.00	\$33.00	\$43.00
CLINTON	\$116.00	\$122.00	\$109.00	\$97.00	\$101.00	\$93.50
GENESEE	\$79.00	\$69.50	\$60.50	----	\$56.00	\$55.50
GLADWIN	\$86.00	\$61.50	\$40.00	\$46.50	\$41.50	\$45.00
GRATIOT	\$131.00	\$131.00	\$105.00	\$105.00	\$116.00	\$99.50
HILLSDALE	\$109.00	\$105.00	\$92.00	\$94.00	\$91.50	\$77.00
HURON	\$176.00	\$176.00	\$145.00	\$129.00	\$124.00	\$122.00
INGHAM	\$103.00	\$104.00	\$76.00	\$72.00	\$68.50	\$69.50
IOSCO	\$29.00	\$27.50	\$23.00	\$22.00	\$25.00	----
ISABELLA	\$86.50	\$63.00	\$63.00	\$58.00	\$48.50	\$62.00
JACKSON	\$78.00	\$78.50	\$71.00	\$61.00	\$55.00	\$58.50
LAPEER	\$67.50	\$63.00	\$63.00	\$56.00	\$52.50	\$51.50
LENAWEE	\$152.00	\$146.00	\$135.00	\$105.00	\$108.00	\$105.00
LIVINGSTON	\$73.50	\$69.00	\$58.00	\$54.00	\$52.00	\$47.50
MACOMB	\$65.00	\$65.00	\$55.00	\$55.00	\$57.00	\$48.50
MIDLAND	\$129.00	\$94.00	\$85.00	\$93.00	\$81.00	\$85.50
MONROE	\$125.00	\$130.00	\$130.00	\$97.00	\$94.50	\$95.00
OGEMAW	\$34.50	\$32.50	\$29.00	\$25.50	\$32.00	\$28.50
SAGINAW	\$161.00	\$121.00	\$116.00	\$103.00	\$97.50	\$101.00
SANILAC	\$145.00	\$72.00	\$72.00	\$68.00	\$72.00	\$66.00
SHIAWASSEE	\$91.50	\$89.00	\$71.00	\$61.00	\$63.00	\$68.50
ST CLAIR	\$61.50	\$54.00	\$54.00	\$46.00	\$54.00	\$55.00
TUSCOLA	\$189.00	\$145.00	\$109.00	\$114.00	\$124.00	\$106.00
WASHTENAW	\$70.00	\$68.00	\$58.00	\$58.00	\$68.00	\$63.50
RENT, CASH, PASTURELAND - \$ / ACRE						
ALCONA		\$11.50	\$13.00	\$14.00		
GLADWIN			\$18.00		\$25.00	
GRATIOT	\$27.00	\$28.00	\$24.00	\$24.00		
IOSCO		\$11.50	\$13.00	\$13.00		
ISABELLA		\$30.00		\$44.00		
RENT, CASH, CROPLAND, IRRIGATED - \$ / ACRE						
CASS	\$302.00	\$271.00	\$221.00	\$209.00	\$219.00	
CLINTON	\$246.00					
GRATIOT				\$158.00	\$158.00	
HILLSDALE	\$163.00			\$126.00	\$116.00	
KALAMAZOO	\$276.00	\$250.00	\$196.00	\$189.00	\$184.00	
MACOMB	\$110.00	\$100.00				
MONROE	\$211.00					
TUSCOLA				\$133.00		
SANILAC				\$89.00		
ST JOSEPH	\$284.00	\$262.00		\$188.00	\$179.00	\$196.00
SOUTH - WEST Dist.	\$205.00	\$216.00				
SOUTH - EAST Dist.	\$174.00	\$154.00				
SOUTH - CENTRAL Dist.	\$168.00	\$179.00	\$185.00			

Oct. 25, 2013

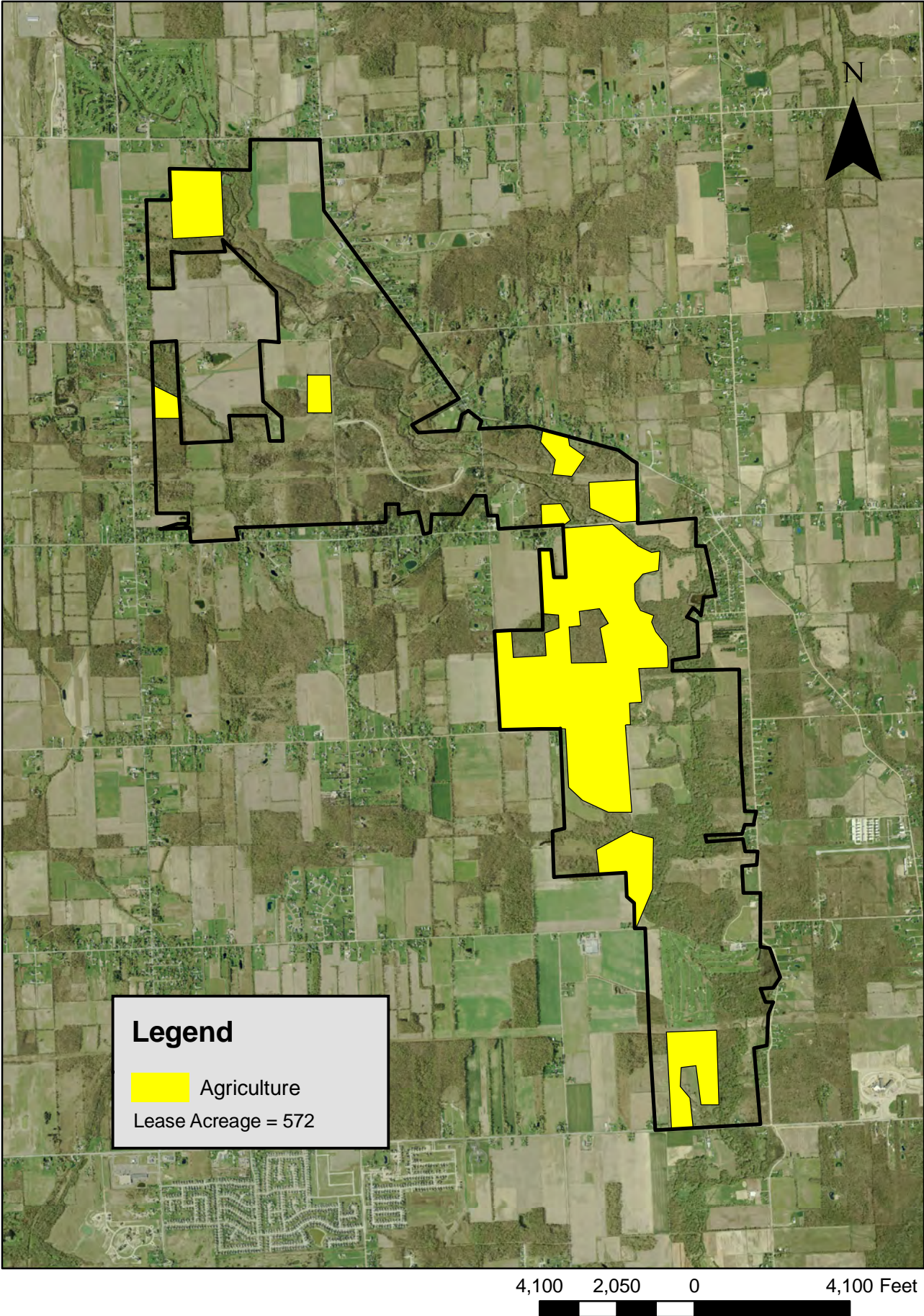

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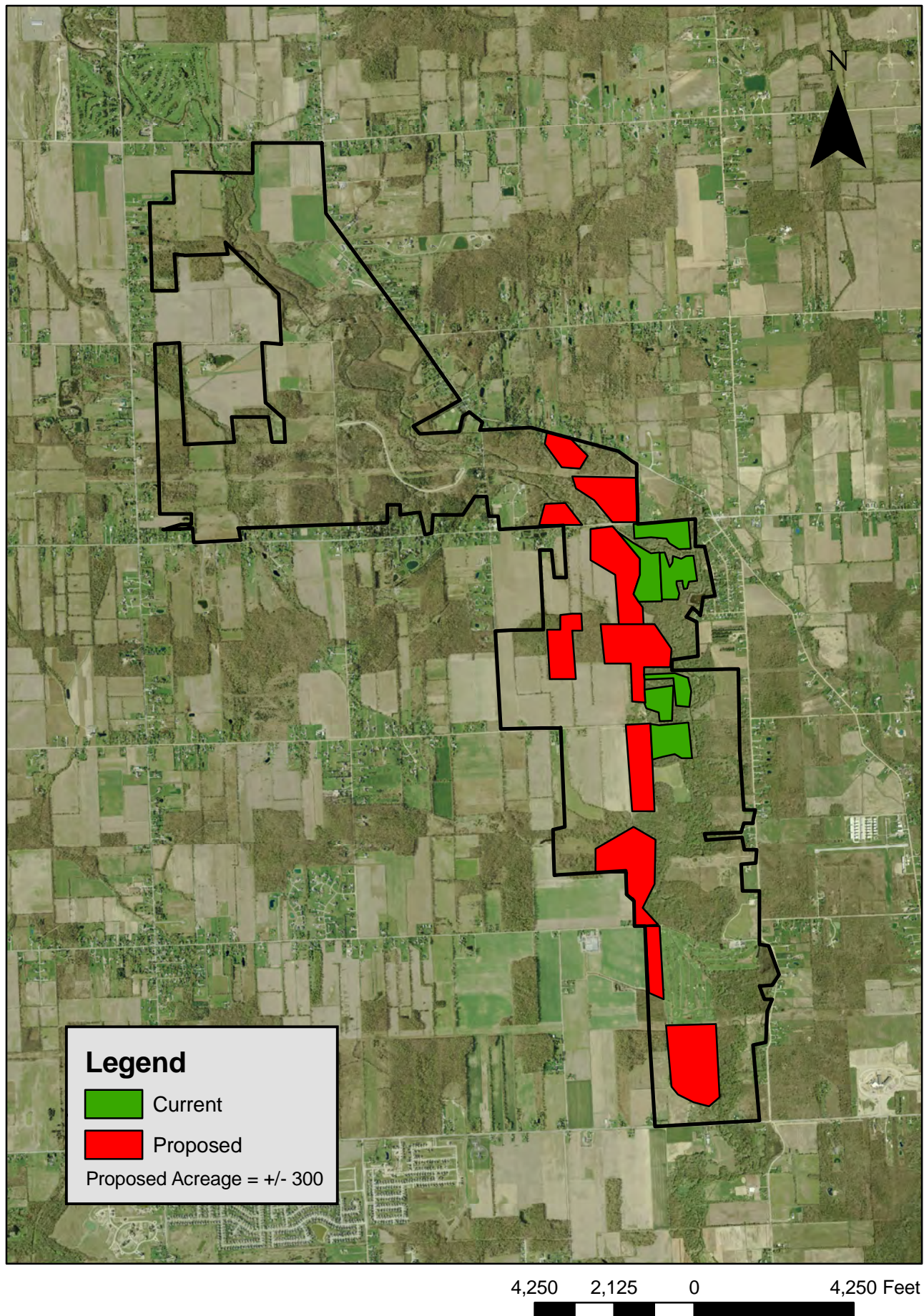
Wolcott Farm Leases 2000



Wolcott Farm Leases 2014



Wolcott Mill - Proposed Restoration 2015-17





HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Paul Muelle, Natural Resources and Environmental Compliance Manager
 Subject: Grassland Management Overview
 Date: November 5, 2014

Action Requested: Motion to Receive and File

That the Board of Commissioners receive and file the report on Grassland Management as recommended by Natural Resources and Environmental Compliance Manager Paul Muelle and staff

Background

Efforts continue throughout the park system to address the maintenance of turfgrass areas and the Natural Resource process of managing Metroparks grasslands. Below is general information pertaining to these maintenance and management efforts.

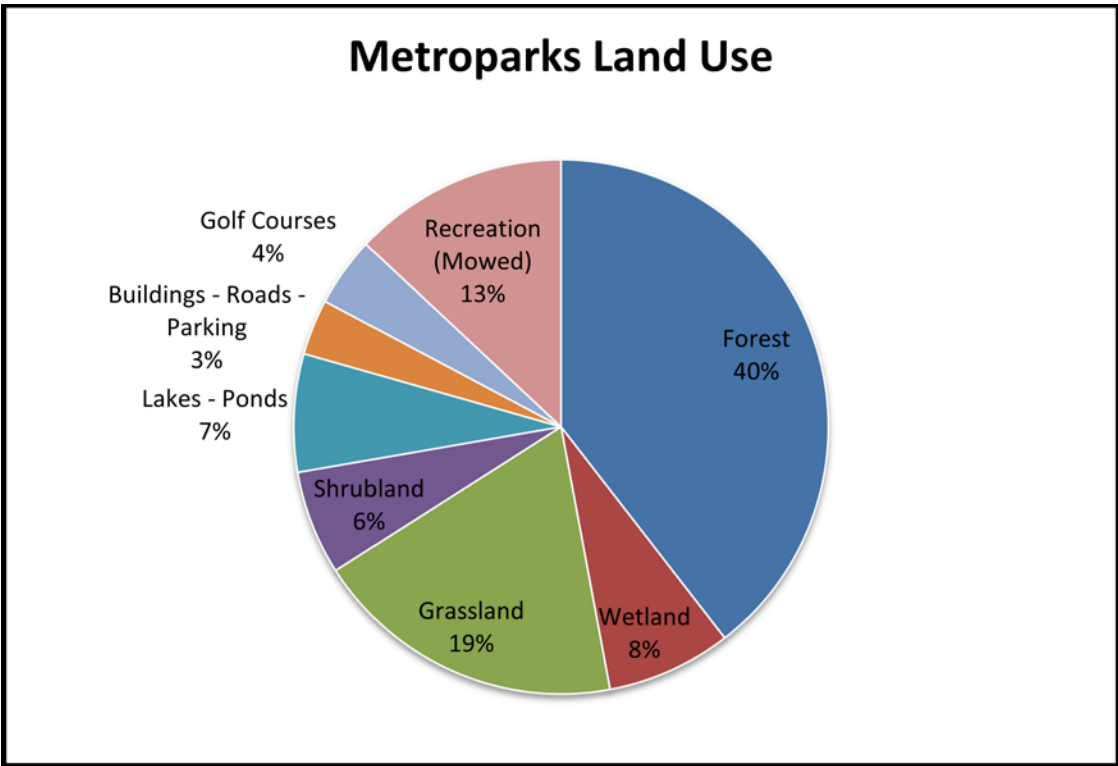
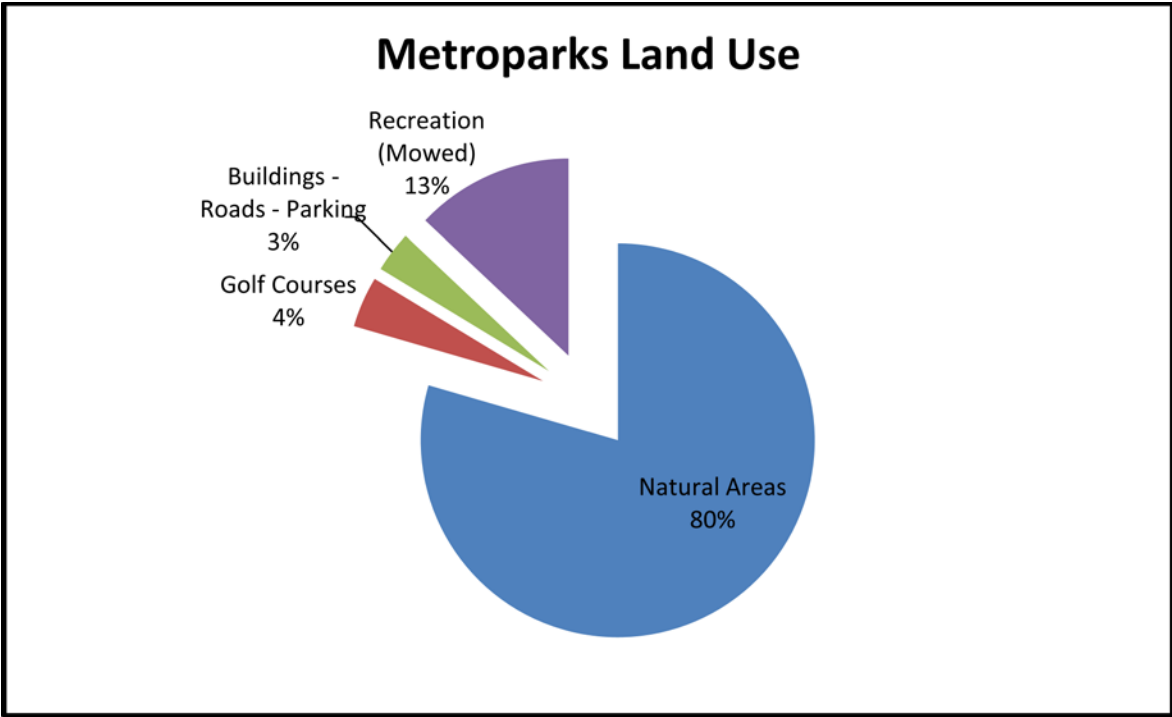
The Environmental Management Plan (EMP) was presented the Board of Commissioners at the September 2014 meeting.

"The Environmental Management Plan was created in response to the need for clarification on mowing policies at the Huron-Clinton Metropolitan Authority properties. It designates areas as the following classifications: mowed areas, grassland management, additional mowing, and natural areas."

"The plan should be revisited and revised after its initial implementation and then regularly once every two years. The goal of the Environmental Management Plan is to clearly delineate areas as their designation, to provide staff with easy to use maps, mowing procedures, and a reporting structure to ensure implementation by responsible Metropark staff."

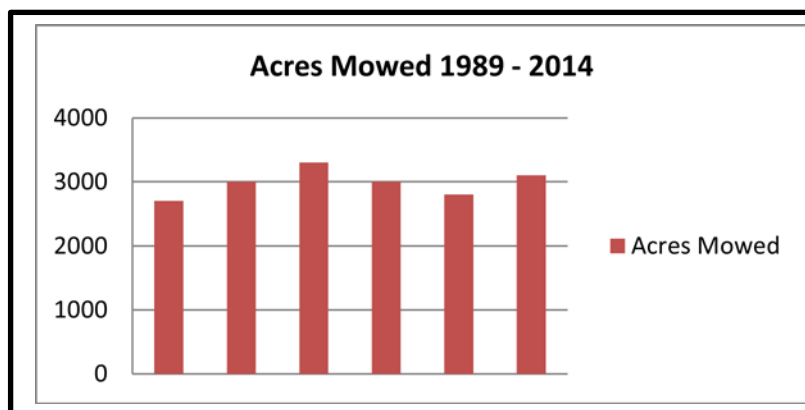
The Environmental Management Plan is one piece of a larger resource management strategy and was produced to assist park staff, primarily in the maintenance of lawn areas (cool season – non native turf grass).

- Main parkland consists roughly of 23,900 acres (NIC Leased Property)
 - 4,900 acres maintained / hard surface (+/-20%)
 - Developed (roads, parking, buildings) – 800 ac
 - Recreation (picnic areas, roads/walks, golf courses) – 4,100 ac.
 - 19,800 acres remain in a natural state or non-developed (+/- 80%)
 - Forested 9,400 ac. (48%)
 - Wetland 1,800 ac. (9%)
 - Grassland 4,500 ac. (25%)
 - Shrubland 1,700 ac. (9%)
 - Lakes – Ponds 1,700 ac. (9%)



The maintenance (mowing) of lawn areas have historically fluctuated depending on use, recreational activity needs, facility creation or expansion.

1989 – 2700 ac
1994 – 3000 ac (+11%)
1999 – 3300 ac (+10%)
2008 – 3000 ac (-9%)
2009 – 2800 ac (-6%)
2014 – 3100 ac (+11%)



Current increases in mowing consists of previously maintenance of lawn areas (cool season – non native turf grass) that had become naturalized. Approximately twenty-six percent of the Metroparks land-use is dedicated to recreation or facilities in support of recreation activities.

(5.2148(2)) “As used in this act, parks shall be defined as areas of land, with or without water, developed and used for public recreational purposes, including landscaped tracts, picnic grounds, playgrounds, athletic fields, camps, foot, bicycle and bridle paths, motor vehicle drives, wildlife sanctuaries, museums, zoological and botanical gardens, facilities for bathing, boating, hunting and fishing, as well as other recreational facilities for the use and benefit of the public.”

The convergence of multiple land uses is evident throughout the park system which, at times, can cause conflicts.

- Facilities / Operations
- Active recreation
- Passive recreation
- Natural areas

It's the function of Engineering, Planning, Natural Resources and Park Operations to integrate these diverse uses with minimum negative impacts to the environment but still provide a meaningful recreation experience for park users.

Natural Resources Department


Goal: Maintain natural environments that support a diversity of flora and fauna for park guests to study and enjoy both today and in the future.

Grassland Management Overview

Page 4


The overarching resource management strategy includes:

- Natural Areas Management Plans (for all high quality natural areas including grasslands, wetlands, forested systems);
- Grassland Habitat Management Guide;
- Specific Management Guidelines for species of concern (Massassauga);
- Misc. guidance information.



HURON-CLINTON METROPARKS

Grassland Habitat Management Guide




Mowing Guidelines

- Check for endangered, threatened, or special concern species on site
- Mow after August 1st unless otherwise advised
- Mow a quarter to a third of an area in a two to four year rotation
- Selectively mow when invasives are only found in patches
- Only wet blade mow resprouts after brush hogging the larger plants
- Set blades to a minimum height of 8 inches
- Burning usually replaces mowing, unless there is persistent brush
- Watch out for wildlife

Native grasslands and prairies are among the most threatened ecosystems in North America and consequently, populations of grassland wildlife have declined dramatically. Native grasslands dominated by native warm season grasses such as Indian grass, big and little bluestem, and switchgrass provide numerous environmental benefits, including reduced maintenance, drought tolerance, soil improvement, food sources and wildlife habitat. Non-native grasslands consisting of cool season grasses, such as orchard grass, timothy, tall fescue, and Kentucky bluegrass while not as productive, still provide environmental benefits when properly managed.

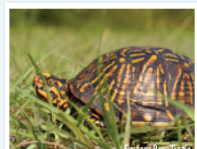
Unique species such as massasauga rattlesnake, fox snake, Blanding's turtle, Henslow's sparrow, and short-eared owl also occupy these open environments and rely on them for cover, forage habitat, and breeding grounds. The status of grassland birds has become an increasingly important conservation issue. These species exhibit the most consistent population declines of any group of North American birds during the past 40 years. While the widespread conversion of grasslands into other habitats contributed to these declining populations, other factors such as habitat fragmentation and mowing regimes are also implicated. This plight of grassland birds has heightened awareness of the need for concerted conservation actions to reverse these seriously declining population trends.

Special Considerations for the Eastern Massasauga and Other Snakes



- Areas to be maintained as lawn should be kept at a consistently short height of cut. If the grass is allowed to grow high, the snakes may perceive it as a adequate cover and become vulnerable when the area is mowed next.
- In areas that are known to contain threatened snakes, do not mow from March 1st to November 1st, the active season for snakes. During the active season snakes are very vulnerable; they will not move out of the way of the mower blades and tires.
- Mowing lawns within 550 yards of a massasauga-occupied wetland should occur during the hottest times of the day. Snakes will avoid areas receiving direct sunlight under warm conditions.
- Non-lawn areas that must be mowed during the active season should be mowed with the deck elevated at least 8 inches.

Special Considerations for Turtles

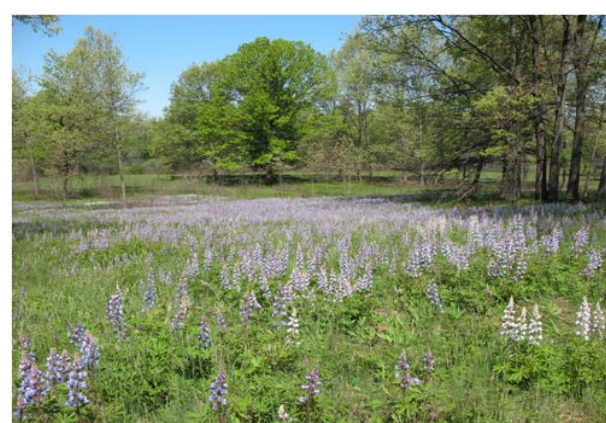


- Turtles are ectothermic (cold blooded) and like to sun themselves in grassy sites. They are most often seen in late May to early July during mating season and are most active in the morning.
- Turtles are slow as well, so they will not move fast enough to avoid a mower, so keep an eye out for them.


Staff uses information to make management decisions and management strategies for our natural areas. These management plans and guidelines are living documents that will be modified, revised and improved over time as more information is made available.

Natural Areas Management Plan

Kensington Metropark East Border Oak Savanna

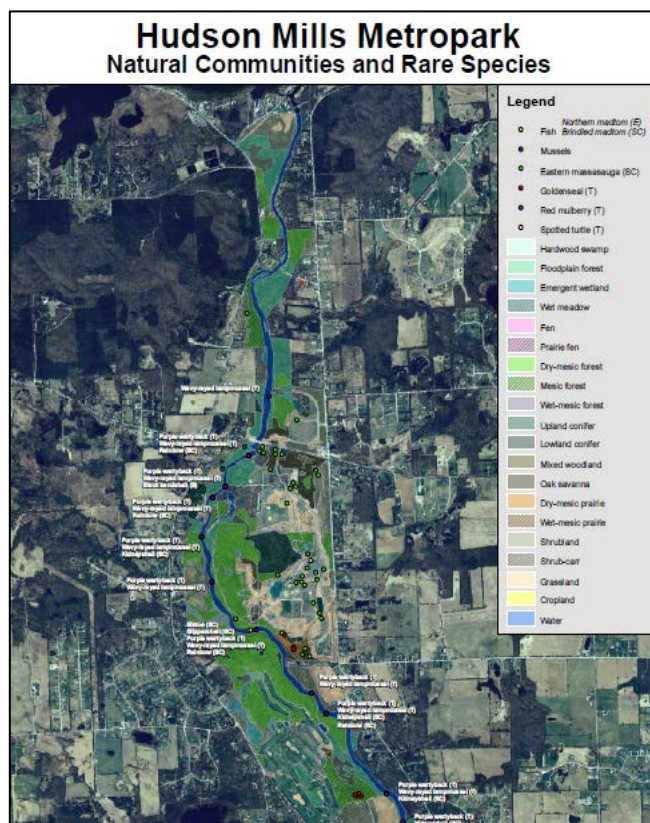


NRD Management Units G5A, G5C, and G5D



Huron-Clinton Metropolitan Authority
Natural Resources Department
13000 High Ridge Drive
Brighton, MI 48114

October, 2012



Grassland Management Overview

Page 5

Regardless of the management (or maintenance) technique used, there are unintended consequences. However, we consider alternatives and the ramifications if no management actions take place, weigh the benefits of both and then determine a course of action of greatest benefit with the least negative impacts: Prescribed Burning, Chemical treatment and Mowing (Brush hogging).



One of our current challenges is the control of non-native invasive species.

- Recent development (15-20 years);
- Spreading at an alarming rate;
- New invasives discovered on a regular basis.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Molly Bell, Director of Development
 Subject: Update – Development Activities
 Date: November 5, 2014

Action Requested: Motion to Receive and File

That the Board of Commissioners receive and file the Update – Development Activities.

Update on development activities:

- Friends of the Metroparks membership update – Outcomes from promotions so far via Facebook and an offer to Blue Cross/Blue Shield subscribers will be shared.

BC/BS: Facebook:

Sneak preview: Friends of the Metroparks membership card (contribution of \$90+)

- Memorial Giving Update
- Foundation meeting report – A summary of the business conducted at the first Metroparks Foundation Board meeting September 29, 2014.
 1. Officers were elected:
 - a. President – Tim McCarthy
 - b. Vice President – John Hertel
 - c. Secretary/Treasurer – Open
 2. Restated and revised by-laws were approved.
 3. It was decided to remain at three Directors at this time.
 4. Meetings will be held quarterly, with the next meeting in December, date TBD.

PARK	MONTHLY VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	20,527	25,560	24,010	-15%
Wolcott Mill	6,529	6,490	6,072	8%
Stony Creek	30,411	35,007	32,313	-6%
Indian Springs	6,939	7,734	7,225	-4%
Kensington	58,983	58,825	61,318	-4%
Huron Meadows	10,716	10,135	9,578	12%
Hudson Mills	20,675	18,970	20,426	1%
Lower Huron	20,014	20,328	21,101	-5%
Willow	17,488	17,136	17,390	1%
Oakwoods	3,753	3,622	3,452	9%
Lake Erie	11,248	15,139	15,100	-26%
Monthly TOTALS	207,283	218,946	217,986	-5%

MONTHLY TOLL REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 51,139	\$ 47,663	\$ 27,286	87%
\$ -	\$ -	\$ -	-
\$ 60,743	\$ 46,602	\$ 35,004	74%
\$ 7,792	\$ 9,496	\$ 6,224	25%
\$ 63,878	\$ 51,508	\$ 45,578	40%
\$ 11,213	\$ 9,581	\$ 9,669	16%
\$ 31,385	\$ 22,109	\$ 20,591	52%
\$ 10,035	\$ 4,755	\$ 3,528	184%
\$ 16,626	\$ 11,902	\$ 11,966	39%
\$ 1,825	\$ 1,490	\$ 867	111%
\$ 26,097	\$ 20,395	\$ 16,818	55%
\$ 280,733	\$ 225,501	\$ 177,530	58%

PARK	Y-T-D VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	343,357	378,307	383,128	-10%
Wolcott Mill	45,659	42,391	35,194	30%
Stony Creek	479,338	505,710	480,109	0%
Indian Springs	80,009	85,370	86,321	-7%
Kensington	673,058	666,428	687,599	-2%
Huron Meadows	83,265	79,094	79,931	4%
Hudson Mills	196,800	203,362	221,263	-11%
Lower Huron	245,520	251,789	272,779	-10%
Willow	181,006	174,354	168,855	7%
Oakwoods	31,825	30,685	30,943	3%
Lake Erie	145,374	149,265	171,394	-15%
Monthly TOTALS	2,505,211	2,566,755	2,617,516	-4%

Y-T-D TOLL REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 1,171,904	\$ 946,832	\$ 958,059	22%
\$ -	\$ -	\$ -	-
\$ 1,739,749	\$ 1,384,152	\$ 1,334,722	30%
\$ 226,718	\$ 195,241	\$ 183,914	23%
\$ 1,694,656	\$ 1,322,038	\$ 1,306,771	30%
\$ 73,202	\$ 54,691	\$ 49,203	49%
\$ 439,946	\$ 327,878	\$ 336,554	31%
\$ 508,811	\$ 403,455	\$ 442,125	15%
\$ 276,485	\$ 221,081	\$ 218,056	27%
\$ 35,793	\$ 31,005	\$ 29,525	21%
\$ 464,434	\$ 458,732	\$ 415,453	12%
\$ 6,631,699	\$ 5,345,106	\$ 5,274,383	26%

PARK	MONTHLY PARK REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	\$ 73,095	\$ 67,084	\$ 58,334	25%
Wolcott Mill	\$ 52,162	\$ 53,896	\$ 51,776	1%
Stony Creek	\$ 137,345	\$ 126,505	\$ 106,605	29%
Indian Springs	\$ 47,838	\$ 53,309	\$ 48,068	0%
Kensington	\$ 157,369	\$ 133,468	\$ 127,061	24%
Huron Meadows	\$ 51,044	\$ 48,620	\$ 49,814	2%
Hudson Mills	\$ 57,673	\$ 44,894	\$ 46,314	25%
Lower Huron	\$ 23,100	\$ 24,615	\$ 18,431	25%
Willow	\$ 52,750	\$ 52,613	\$ 48,267	9%
Oakwoods	\$ 7,078	\$ 6,361	\$ 3,813	86%
Lake Erie	\$ 63,142	\$ 54,293	\$ 52,834	20%
Y-T-D TOTALS	\$ 722,596	\$ 665,658	\$ 611,317	18%

Y-T-D PARK REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 1,652,185	\$ 1,436,912	\$ 1,538,812	25%
\$ 488,821	\$ 484,028	\$ 474,106	3%
\$ 3,215,592	\$ 2,789,473	\$ 2,602,693	24%
\$ 975,566	\$ 870,572	\$ 815,086	20%
\$ 3,295,318	\$ 2,807,794	\$ 2,721,812	21%
\$ 762,368	\$ 658,808	\$ 687,027	11%
\$ 921,694	\$ 824,562	\$ 815,578	13%
\$ 1,445,042	\$ 1,277,465	\$ 1,449,873	0%
\$ 990,839	\$ 860,456	\$ 854,701	16%
\$ 59,713	\$ 53,736	\$ 48,833	22%
\$ 1,484,281	\$ 1,458,750	\$ 1,500,220	-1%
\$ 15,291,419	\$ 13,522,556	\$ 13,508,741	13%

District	Y-T-D Vehicle Entries by Management Unit			
	Current	Previous	Prev 3 Yr Avg	
Eastern	868,354	926,408	898,430	-3%
Western	1,033,132	1,034,254	1,075,114	-4%
Southern	603,725	606,093	643,971	-6%

District	Y-T-D Total Revenue by Management Unit		
	Current	Previous	Prev 3 Yr Avg
Eastern	5,356,598	4,710,413	4,615,610
Western	5,954,945	5,161,736	5,039,503
Southern	3,979,875	3,650,407	3,853,628

GOLF THIS MONTH	MONTHLY ROUNDS			
	Current	Previous	Prev 3 Yr Avg	Change
Wolcott Mill	716	703	1,004	-29%
Stony Creek	2,036	2,837	2,483	-18%
Indian Springs	1,338	1,850	1,754	-24%
Kensington	1,810	2,247	2,217	-18%
Huron Meadows	1,573	2,028	1,940	-19%
Hudson Mills	926	846	868	7%
Willow	1,289	1,612	1,450	-11%
Lake Erie	1,512	967	1,117	35%
Total Regulation	11,200	13,090	12,832	-13%
LSC Par 3	162	434	410	-61%
L. Huron Par 3	138	307	256	-46%
Total Golf	11,500	13,831	13,498	-15%

MONTHLY REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 12,968	\$ 12,491	\$ 18,046	-28%
\$ 37,793	\$ 48,304	\$ 43,559	-13%
\$ 28,594	\$ 32,574	\$ 31,513	-9%
\$ 40,698	\$ 38,222	\$ 39,975	2%
\$ 34,804	\$ 37,854	\$ 36,797	-5%
\$ 16,240	\$ 13,923	\$ 14,749	10%
\$ 25,383	\$ 27,384	\$ 24,700	3%
\$ 21,627	\$ 16,481	\$ 17,936	21%
\$ 218,107	\$ 227,233	\$ 227,274	-4%
\$ 915	\$ 2,401	\$ 2,087	-56%
\$ 854	\$ 1,709	\$ 1,314	-35%
\$ 219,876	\$ 231,343	\$ 230,675	-5%

GOLF Y-T-D	GOLF ROUNDS Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change
Wolcott Mill	12,862	15,195	15,923	-19%
Stony Creek	29,142	34,224	32,658	-11%
Indian Springs	22,354	23,649	23,136	-3%
Kensington	26,018	30,109	30,684	-15%
Huron Meadows	21,340	23,105	23,949	-11%
Hudson Mills	14,762	16,166	14,629	1%
Willow	20,267	18,361	18,054	12%
Lake Erie	21,424	20,879	21,222	1%
Total Regulation	168,169	181,688	180,255	-7%
LSC Par 3	7,883	11,147	12,018	-34%
L. Huron Par 3	5,075	6,072	6,200	-18%
Total Golf	181,127	198,907	198,472	-9%

GOLF REVENUE Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change
\$ 259,412	\$ 286,155	\$ 311,894	-17%
\$ 745,045	\$ 833,623	\$ 784,379	-5%
\$ 535,596	\$ 550,692	\$ 525,904	2%
\$ 636,825	\$ 703,862	\$ 695,846	-8%
\$ 571,211	\$ 572,691	\$ 578,902	-1%
\$ 291,256	\$ 315,970	\$ 294,482	-1%
\$ 474,070	\$ 424,377	\$ 404,171	17%
\$ 456,620	\$ 451,474	\$ 461,356	-1%
\$ 3,970,035	\$ 4,138,844	\$ 4,056,933	-2%
\$ 48,267	\$ 66,688	\$ 64,585	-25%
\$ 31,508	\$ 37,398	\$ 33,434	-6%
\$ 4,049,811	\$ 4,242,930	\$ 4,154,952	-3%

AQUATICS THIS MONTH	PATRONS THIS MONTH			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair	0	0	0	-
KMP Splash	0	0	0	-
Lower Huron	0	0	0	-
Willow	0	0	0	-
Lake Erie	0	0	0	-
TOTALS	0	0	0	-

MONTHLY REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ -	\$ 588	\$ 582	-
\$ -	\$ -	\$ -	-
\$ -	\$ 684	\$ 228	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ 1,272	\$ 810	-

AQUATICS Y-T-D	PATRONS Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair	40,323	38,418	52,150	-23%
KMP Splash	45,093	44,942	54,117	-17%
Lower Huron	86,424	94,190	111,941	-23%
Willow	17,354	15,972	20,596	-16%
Lake Erie	39,176	39,176	42,218	-7%
TOTALS	228,370	232,698	281,022	-19%

REVENUE Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change
\$ 160,356	\$ 153,032	\$ 167,392	-4%
\$ 198,146	\$ 195,121	\$ 195,233	1%
\$ 709,868	\$ 626,109	\$ 746,950	-5%
\$ 61,789	\$ 54,407	\$ 70,618	-13%
\$ 188,752	\$ 177,154	\$ 220,679	-14%
\$ 1,318,910	\$ 1,205,823	\$ 1,400,872	-6%

PARK	Seasonal Activities this Month			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair				
Welsh Center	3	8	9	-68%
Shelters	2	3	3	-40%
Boat Launches	108	122	187	-42%
Marina	170	134	147	16%
Mini-Golf	0	0	3	-
Wolcott				
Activity Center	9	8	9	-4%
Stony Creek				
Disc Golf Daily	170	532	515	-67%
Disc Golf Annual	0	0	0	-
Total Disc Golf	170	532	515	-67%
Shelters	39	49	50	-23%
Boat Rental	0	0	0	-
Boat Launches	55	0	45	21%
Indian Springs				
Shelters	1	1	2	-40%
Event Room	1,003	1,071	882	14%
Kensington				
Disc Golf Daily	1,761	1,878	1,524	16%
Disc Golf Annual	0	0	0	-
Total Disc Golf	1,761	1,878	1,524	16%
Shelters	38	38	45	-17%
Boat Rental	0	0	0	-
Huron Meadows				
Shelters	0	1	2	-
Boat Rental	10	26	20	-49%
Hudson Mills				
Disc Golf Daily	569	528	704	-19%
Disc Golf Annual	1	0	0	-
Total Disc Golf	570	528	704	-19%
Shelters	8	8	10	-17%
Canoe Rental	56	114	117	-52%
Lower Huron / Willow / Oakwoods				
LH Shelters	51	67	63	-19%
Willow Shelters	20	25	24	-15%
Lake Erie				
Shelters	4	6	7	-40%
Boat Launches	758	1,099	1,084	-30%
Marina	26	27	23	12%

Monthly Revenue			
Current	Previous	Prev 3 Yr Avg	Change
\$ -	\$ 3,000	\$ 3,833	-
\$ 8,615	\$ 8,550	\$ 8,933	-4%
\$ -	\$ -	\$ -	-
\$ 1,641	\$ 1,928	\$ 4,911	-67%
\$ -	\$ -	\$ 126	-
\$ 4,180	\$ 2,000	\$ 4,120	1%
\$ 340	\$ 1,073	\$ 1,033	-67%
\$ -	\$ -	\$ -	-
\$ 340	\$ 1,073	\$ 1,033	-67%
\$ 7,800	\$ 9,800	\$ 9,125	-15%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ 200	\$ 200	\$ 300	-33%
\$ 2,452	\$ 6,585	\$ 5,632	-56%
\$ 3,522	\$ 3,756	\$ 3,050	15%
\$ -	\$ -	\$ -	-
\$ 3,522	\$ 3,756	\$ 3,050	15%
\$ 8,450	\$ 9,175	\$ 8,858	-5%
\$ 1	\$ 31	\$ 10	-90%
\$ -	\$ 200	\$ 433	-
\$ 116	\$ 486	\$ 340	-66%
\$ 1,138	\$ 1,056	\$ 1,407	-19%
\$ 50	\$ -	\$ -	-
\$ 1,188	\$ 1,056	\$ 1,407	-16%
\$ 1,600	\$ 1,600	\$ 1,800	-11%
\$ 224	\$ 517	\$ 549	-59%
\$ 11,650	\$ 15,700	\$ 12,167	-4%
\$ 4,400	\$ 4,950	\$ 4,333	2%
\$ 1,000	\$ 1,350	\$ 1,275	-22%
\$ -	\$ -	\$ -	-
\$ 7,003	\$ 8,880	\$ 9,766	-28%

PARK	Seasonal Activities Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair				
Welsh Center	40	56	74	-46%
Shelters	364	442	499	-27%
Boat Launches	5,766	6,762	6,838	-16%
Marina	3,314	2,770	3,226	3%
Mini-Golf	9,458	10,089	11,646	-19%
Wolcott				
Activity Center	94	83	88	6%
Stony Creek				
Disc Golf Daily	19,532	24,122	22,614	-14%
Disc Annual	54	88	81	-33%
Total Disc Golf	19,586	24,210	22,694	-14%
Shelters	369	466	463	-20%
Boat Rental	15,852	15,938	16,873	-6%
Boat Launches	1,903	1,750	2,114	-10%
Indian Springs				
Shelters	66	43	48	38%
Event Room	8,265	8,836	7,352	12%
Kensington				
Disc Golf Daily	28,578	31,555	28,389	1%
Disc Annual	96	120	111	-14%
Total Disc Golf	3,522	3,756	3,050	15%
Shelters	426	464	478	-11%
Boat Rental	18,442	15,428	14,079	31%
Huron Meadows				
Shelters	16	23	30	-47%
Boat Rental	471	341	364	29%
Hudson Mills				
Disc Golf Daily	679	12,965	13,981	-95%
Disc Annual	111	123	138	-19%
Total Disc Golf	790	13,088	14,118	-94%
Shelters	112	137	149	-25%
Canoe Rental	6,272	5,717	5,623	12%
Lower Huron / Willow / Oakwoods				
LH Shelters	197	250	268	-27%
Willow Shelters	110	127	145	-24%
Lake Erie				
Shelters	70	72	94	-26%
Boat Launches	11,911	12,252	14,939	-20%
Marina	83	84	78	7%

Seasonal Revenue Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change
\$ 12,950	\$ 17,350	\$ 31,525	-59%
\$ 66,715	\$ 77,230	\$ 70,278	-5%
\$ -	\$ -	\$ -	-
\$ 24,245	\$ 26,129	\$ 39,097	-38%
\$ 33,492	\$ 36,013	\$ 32,825	2%
\$ 17,800	\$ 14,510	\$ 19,892	-11%
\$ 39,056	\$ 42,786	\$ 43,079	-9%
\$ 2,550	\$ 3,530	\$ 3,663	-30%
\$ 19,586	\$ 24,210	\$ 22,694	-14%
\$ 73,910	\$ 87,730	\$ 76,353	-3%
\$ 134,198	\$ 136,586	\$ 139,592	-4%
\$ -	\$ -	\$ -	-
\$ 9,200	\$ 8,600	\$ 7,850	17%
\$ 59,982	\$ 68,619	\$ 54,808	9%
\$ 61,634	\$ 63,229	\$ 56,741	9%
\$ 4,478	\$ 5,408	\$ 5,245	-15%
\$ 28,674	\$ 31,675	\$ 28,500	1%
\$ 96,070	\$ 95,425	\$ 81,358	18%
\$ 213,695	\$ 184,291	\$ 164,496	30%
\$ 3,200	\$ 4,600	\$ 5,000	-36%
\$ 5,323	\$ 6,286	\$ 6,281	-15%
\$ 23,560	\$ 25,930	\$ 29,221	-19%
\$ 5,150	\$ 5,790	\$ 6,683	-23%
\$ 790	\$ 13,088	\$ 14,118	-94%
\$ 22,400	\$ 27,250	\$ 25,150	-11%
\$ 27,446	\$ 24,783	\$ 25,059	10%
\$ 45,575	\$ 52,300	\$ 45,767	0%
\$ 23,300	\$ 25,350	\$ 24,180	-4%
\$ 15,900	\$ 16,250	\$ 16,383	-3%
\$ -	\$ -	\$ -	-
\$ 163,033	\$ 164,911	\$ 178,743	-9%

INTERPRETIVE FACILITIES				
PARK	Monthly Patrons Served			
	(total program participants and non-program visitors)			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	7,711	7,325	8,614	-10%
Wolcott Mill	10,447	9,123	8,884	18%
Wolcott Farm	14,550	21,065	18,191	-20%
Stony Creek	18,110	18,287	19,351	-6%
Indian Springs	11,680	12,175	10,595	10%
Kens NC	26,502	32,481	31,084	-15%
Kens Farm	33,074	35,312	35,593	-7%
Mobile Center	1,869	1,114	1,512	24%
Hudson Mills	5,934	4,436	4,977	19%
Oakwoods	18,938	14,235	15,517	22%
Lake Erie	15,686	17,700	15,948	-2%
Totals	164,501	173,253	170,266	-3%
PARK	Monthly Revenue			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	\$ 1,352	\$ 1,797	\$ 1,868	-28%
Wolcott Mill	\$ 5,184	\$ 2,266	\$ 4,286	21%
Wolcott Farm	\$ 10,003	\$ 5,713	\$ 9,415	6%
Wagon Rides	\$ 8,826	\$ 9,023	\$ 3,184	177%
Livestock/Produce	\$ 5,805	\$ 15,427	\$ 8,901	-35%
FARM TOTAL	\$ 24,634	\$ 30,163	\$ 21,500	15%
Stony Creek	\$ 4,166	\$ 5,587	\$ 6,081	-31%
Indian Springs	\$ 3,248	\$ 4,193	\$ 3,928	-17%
Kens NC	\$ 4,327	\$ 4,581	\$ 3,124	38%
Kens Farm	\$ 2,147	\$ 1,888	\$ 2,077	3%
Wagon Rides	\$ 9,602	\$ 7,749	\$ 9,447	2%
Livestock/Produce	\$ 6,983	\$ 5,357	\$ 6,466	8%
FARM TOTAL	\$ 18,732	\$ 14,994	\$ 17,990	4%
Mobile Center	\$ 2,478	\$ 2,779	\$ 2,719	-9%
Hudson Mills	\$ 1,331	\$ 2,091	\$ 2,717	-51%
Oakwoods	\$ 5,253	\$ 4,521	\$ 2,829	86%
Lake Erie	\$ 150	\$ 1,341	\$ 1,100	-86%
Totals	\$ 70,854	\$ 74,312	\$ 68,143	4%

YTD Patrons Served			
(total program participants and non-program visitors)			
Current	Previous	Prev 3 Yr Avg	Change
115,841	109,957	132,096	-12%
50,307	48,022	45,247	11%
99,572	139,592	125,985	-21%
134,512	137,749	159,061	-15%
91,962	97,023	93,136	-1%
232,118	290,947	273,395	-15%
274,433	296,802	305,833	-10%
21,542	23,221	23,561	-9%
40,289	37,447	39,501	2%
129,806	122,855	126,285	3%
129,541	129,038	134,560	-4%
1,319,923	1,432,653	1,458,659	-10%
YTD Revenue			
Current	Previous	Prev 3 Yr Avg	Change
\$ 17,264	\$ 18,016	\$ 15,341	13%
\$ 12,789	\$ 8,352	\$ 10,092	27%
\$ 48,582	\$ 52,922	\$ 45,067	8%
\$ 13,511	\$ 10,706	\$ 4,799	182%
\$ 49,557	\$ 47,394	\$ 51,856	-4%
\$ 111,650	\$ 111,022	\$ 101,721	10%
\$ 22,071	\$ 26,626	\$ 27,329	-19%
\$ 35,651	\$ 38,547	\$ 35,399	1%
\$ 23,158	\$ 24,065	\$ 18,773	23%
\$ 40,741	\$ 43,289	\$ 36,364	12%
\$ 33,303	\$ 30,661	\$ 32,071	4%
\$ 20,326	\$ 15,493	\$ 16,070	26%
\$ 94,370	\$ 89,442	\$ 84,505	12%
\$ 17,770	\$ 18,015	\$ 15,589	14%
\$ 11,953	\$ 15,025	\$ 14,872	-20%
\$ 19,496	\$ 18,733	\$ 17,299	13%
\$ 5,931	\$ 10,053	\$ 9,056	-35%
\$ 372,102	\$ 377,896	\$ 349,976	6%

BREAKDOWN OF ATTENDANCE	ON-SITE Programs and Attendance			
	CURRENT YEAR		PREVIOUS YEAR	
	Programs	Attendance	Programs	Attendance
Lake St Clair	65	1,747	78	2,125
Wolcott Mill	16	2,410	13	1,944
Wolcott Farm	110	7,475	126	7,809
Stony Creek	103	2,450	151	3,773
Indian Springs	102	5,619	98	4,561
Kens NC	69	2,097	86	2,373
Kens Farm	210	7,642	245	7,856
Mobile Center				
Hudson Mills	13	434	15	540
Oakwoods	166	4,286	42	569
Lake Erie	43	698	193	2,906
Totals	897	34,858	1,047	34,456

OFF-SITE Programs and Attendance			
CURRENT YEAR		PREVIOUS YEAR	
Programs	Attendance	Programs	Attendance
1	7	13	263
1	30	-	-
-	-	-	-
-	-	-	-
3	304	9	657
25	1,932	2	131
-	-	-	-
53	1,869	29	1,114
-	-	5	396
2	180	2	85
2	140	4	110
87	4,462	64	2,756

BREAKDOWN OF ATTENDANCE	OTHER VISITORS (Non-programs)	
	Current	Previous
Lake St Clair	5,957	4,937
Wolcott Mill	8,007	7,179
Wolcott Farm	7,075	13,256
Stony Creek	15,660	14,514
Indian Springs	5,757	6,957
Kens NC	22,473	29,977
Kens Farm	25,432	27,456
Mobile Center		
Hudson Mills	5,500	3,500
Oakwoods	14,472	13,581
Lake Erie	14,848	14,684
Totals	125,181	136,041

"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.