

**AMENDED AGENDA**  
**Huron-Clinton Metropolitan Authority**  
**Board of Commission Meeting**  
**December 11, 2014 – 10:30 a.m.**  
**Administrative Office**

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1. Chairman's Statement
2. Public Participation
3. Minutes – Nov. 13, 2014 Budget Hearing and Regular Meeting
4. Approval – December 11, 2014 Agenda
5. Interim Director's Contract

**Consent Agenda**

6. **Approval – December 11, 2014 Consent Agenda**
  - a. Vouchers – November 2014
  - b. Financial Statements – November 2014
  - c. 2014 Property Tax Adjustments
  - d. Purchases
    1. Police Vehicles
    2. Canoe Livery Concessionaire
    3. Golf Course Computer Servers
  - e. Approval – TIFA Exemptions
    1. Harrison Township, creation of Downtown Development Authority
    2. Northville Township, establishment of Brownfield Redevelopment Authority
    3. City of Birmingham Brownfield Redevelopment Authority
  - f. Approval – Service Yard AST Installation and UST Removal, Stony Creek
  - g. Intergovernmental Maintenance Agreements, Lake St. Clair and Stony Creek Metroparks
    1. Pathway Maintenance Agreement, Harrison Township
    2. Pathway Maintenance Agreement, Clinton Township
  - h. Approval – Grant Proposals

**Regular Agenda**

7. Update – Wolcott Mill Heritage Holidays
8. Legislative Report
9. **Reports**
  - A. *Lake St. Clair Metropark*
    1. Proposal – Landscape Architectural Consulting Services
  - B. *Administrative Office*
    1. Approval – Legislative Consultant Contract
    2. Approval – Non-Union Employees Benefits and Compensation
    3. Approval – Fund Balance Designation

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10. **Closed Session** – To consider a written legal opinion from outside counsel within the Attorney-Client privilege. *Section 8 (h) of the Michigan Open Meetings Act. M.C.L. 15.268 (h)*
11. Staff Officer Update
12. Other Business
13. Commissioner Comments
14. Motion to Adjourn

The next regular Board of Commissioners meeting will take place:  
Thursday, Jan. 8, 2015 at **10:30 a.m.** at the Administrative Office Building



# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Rebecca Franchock, Controller  
 Subject: 2014 Property Tax Adjustments  
 Date: December 3, 2014

## Action Requested: Motion to Approve

That the Board of Commissioners approve the tax levy adjustments to increase the current year receivable balance and write off 2008 Delinquent Personal Property tax receivable balances as detailed below by Controller Franchock and staff.

At the start of each budget year, the Metroparks establishes a receivable account for the current year's tax levy. Since 2008, the Metroparks has been estimating the amount of taxes that will be captured locally under various tax abatement programs or adjusted downward by Board of Reviews. For the 2014 Budget, Metroparks initial levy was \$28,950,466 with estimated captured taxes of \$1,040,000 producing a "net" tax receivable balance of \$27,910,466. As tax payments are received during the year, they are applied to reduce the tax receivable balance.

Prior to year end, it is necessary to reconcile the differences between the Metroparks and county accounting records. During the past months, staff has been working with various representatives of the five county treasurer's offices to obtain information on the many 2014 tax levy adjustments from local tax abatement programs, Board of Reviews, Tax Tribunals, etc. In total, the actual tax levy adjustments reported by county treasurer's offices are \$1,027,546.62 compared to HCMA estimated adjustments of \$1,040,000. This results in a net tax levy receivable increase or write-up of \$12,453.38 as summarized below.

County	Estimated Tax Adjustments	Actual Tax Adjustments	Net Tax Write Up/(Down)
Livingston	\$30,000.00	\$(33,107.21)	\$(3,107.21)
Macomb	50,000.00	34,022.40	84,022.40
Oakland	400,000.00	(297,280.73)	102,719.27
Washtenaw	60,000.00	(80,512.36)	(20,512.36)
Wayne	500,000.00	(650,668.72)	(150,668.72)
<b>Totals</b>	<b>\$1,040,000.00</b>	<b>\$(1,027,546.62)</b>	<b>\$12,453.38</b>

## 2014 Property Tax Adjustments

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In addition, at this time it is appropriate to reduce HCMA tax receivable balances for uncollected delinquent 2008 personal property taxes since collection of these taxes are very unlikely. Macomb and Oakland Counties have sent us circuit court judgments striking these taxes from the tax rolls. Although we do not receive copies of circuit court judgments from Livingston, Washtenaw, or Wayne Counties, it is consistent to also write off their 2008 receivable balances at this time. The total tax receivable balances to write off for all five counties is \$7,980.71.

Between the 2014 tax levy adjustments due to the current year reconciliations and the write off of the 2008 and the prior year's personal delinquent balances the net increase to HCMA tax receivable balance totals \$4,472.67. The net impact of these tax levy adjustments is an increase to the Authority's Reserve account.



# HURON-CLINTON METROPOLITAN AUTHORITY

**To:** Board of Commissioners  
**From:** Maria van Rooijen, Purchasing Agent  
**Project No:** RFP-14-035 Macomb County Bid 12-07  
**Project Title:** Police Vehicles and Survey Crew Vehicle  
**Location:** Hudson Mills, Indian Springs, Kensington, Lake Erie, Lake St Clair, Lower Huron and Stony Creek Metroparks  
 Washtenaw, Wayne, Oakland, Macomb and Livingston Counties  
**Date:** December 3, 2014

**Action Requested: Motion to Approve**

That the Board of Commissioners approve the purchase of eight (8) 2015 Ford Utility Police Interceptors in the amount of \$231,768.00 and one (1) 2015 Expedition SSV 4x4 EL in the amount of \$31,163.00 from Signature Ford, Owosso, Michigan.

**Scope of Work:** Furnish and deliver eight (8) police vehicles 2015 Ford Police Interceptor Utility AWD white and one (1) 2015 Expedition SSV 4x4 EL white for Survey Crew.

**Background:** The Survey Crew vehicle is over seven years old and has over 275,000 miles.

In the 2014 budget, no police vehicles were replaced to help cut costs. Because of that, there will be a higher number of vehicles that need replacing in the 2015 – 2016 calendar years. Of the eight vehicles being replaced seven will be transferred to other areas of the parks to fulfill a need for vehicles and one sold due to high maintenance cost. Four of the vehicles being replaced have over 100,000 miles and the balance have between 82,000 and 97,000 miles, the replacement vehicles are 2006 – 2009 Impala's (3) and Explorer's (5).

Price comparison is done comparing state, local and counties police and/or vehicle cooperative contracts. Signature Ford has both a state and county vehicle contract.

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Signature Ford	Owosso	\$262,931.00





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Maria van Rooijen, Purchasing Agent  
 Project No: RFP-14-026  
 Project Title: Canoe Livery Concessionaire  
 Location: Hudson Mills, Dexter Huron and Delhi Metroparks, Washtenaw County  
 Date: December 3, 2014

## Action Requested: Motion to Approve

That the Board of Commissioners award Skip's Huron River Canoe Livery, LLC a contract to operate a canoe livery service in Hudson Mills, Dexter Huron and Delhi Metroparks for a period of three years from January 1, 2015 through December 31, 2017. Skip's Huron River Canoe Livery LLC will pay the Metroparks a 15 percent commission of the total rental gross receipts plus 2.5 percent for improvements to the facility and area used for the canoe livery business.

**Scope of Work:** The concessionaire will operate a canoe livery service from April through October of each year renting canoes and kayaks to the public and offering special canoe tours and/or programs and providing all necessary items for the operations of the livery service. Commission payments will be paid once a month.

**Background:** Skip's Huron River Canoe Livery LLC service has been operating within Metroparks since 1976. Upon approval of this contract the company agrees to add on an additional 20 kayaks for the contract period. The contract states the vendor will have at least 100 canoes and 20 kayaks for rental; currently Skip's has 125 canoes and 28 kayaks. There were several inquiries into the bid but only one response.

Past Gross Receipts	2013	\$166,600
	2012	\$179,100
	2011	\$156,900
	2010	\$168,500

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Skip's Huron River Canoe Livery, LLC	Pinckney	15% commission

*Invitation for bids were posted on (MITN) Michigan Inter Governmental website and Metroparks website a total of 171 registered suppliers received notification.*

**Attachments: RFP 14-026 Canoe Livery  
 Canoe Liver Contract**





## HURON-CLINTON METROPOLITAN HCMA

### EXHIBIT A Request for Proposal

RFP#: 14-026  
 TITLE: Canoe Livery Bid  
 ISSUE DATE: Oct. 15, 2014

**PROPOSAL DUE DATE:** **October 28, 2014 AT 2:00 PM** (local time)

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

**DESCRIPTION:** The Huron-Clinton Metropolitan HCMA (HCMA) is soliciting bids for a concessionaire to operate a canoe livery service at Hudson Mills, Dexter Huron and Delhi Metroparks located in Washtenaw County, Michigan, For a three year period January 1, 2015 through December 31, 2017. See specifications.

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A copy of the complete Invitation for Bids (RFP) document may also be obtained from the Purchasing Department, 13000 High Ridge Drive, Brighton, Michigan 48114.

**RESPONSE TO BID MUST BE MADE ONLINE AT BIDNET; your completed bid can be uploaded back onto bidnet. Any problems contact BIDNET.**

The Huron Clinton Metropolitan HCMA is committed to an affirmative Action Program to ensure that all citizens have the opportunity for the equality of treatment in service and employment.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE PROPOSAL AND HCMA PROFESSIONAL CONTRACT ATTACHED.**

**DIRECT ALL INQUIRES to Maria Van Rooijen, Purchasing Agent**  
 Email [maria.vanrooijen@metroparks.com](mailto:maria.vanrooijen@metroparks.com)

**THIS BID IS OFFERED BY: Skip's Huron River Canoe Livery LLC**

## **INSTRUCTIONS TO BIDDERS**

### **1. BID SUBMISSION:**

- A. Bids received after the day and time designated will not be accepted and will be returned to the Bidder.
- B. All bids submitted in response to this invitation shall become the property of the HCMA and be a matter of public record available for review.
- C. Submit bids on [www.govbids.com](http://www.govbids.com) then MITN

### **2. PREPARATION OF BIDS:**

A. The bid shall be signed on the OFFER TO CONTRACT page and Bidder shall include the full name and address of the Bidder. The Metroparks is exempt from Federal Excise and State Sales Taxes, and such taxes shall not be included in bid prices

### **3. SIGNATURES:** All bids, notifications, claims and statements must be signed as follows:

All bids, notifications, claims and statements must be signed by an individual authorized to bind the Bidder. Any individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the Bidder.

### **4. REJECTION OR WITHDRAWAL:** Submission of additional terms, conditions or agreements with the bid document is grounds for deeming a bid non-responsive and may result in bid rejection. The HCMA reserves the right to reject any or all bids and to waive any informalities and minor irregularities defects in bids. Bids may be withdrawn in person by a Bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

### **5. AWARD:** Unless otherwise specified in this RFP, the HCMA reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of the HCMA. Any Bidder who is in default to the HCMA at the time of submittal of the bid shall have his bid rejected. The HCMA reserves the right to clarify any contractual terms with the concurrence of the Bidder; however, any substantial non-conformity in the offer, as determined by the HCMA, shall be deemed non-responsive and the offer rejected.

In evaluating bids, the HCMA shall consider the qualifications of the Bidders, and where applicable, location, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, the HCMA may conduct such investigations, as deemed necessary to assist in the evaluation of a Bid and to establish the responsibility, qualifications and financial ability of the Bidders to fulfill the Contract.

### **6. CONTRACT:** A response to an RFP is an offer to Contract with the HCMA based upon the terms, conditions, and specifications contained in the HCMA bid document and HCMA Standard Agreement form. All of the terms and conditions of the Contract are contained in the RFP and HCMA Standard agreement unless any of the terms and conditions is modified by an RFP Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

### **7. CONTRACT COMPLIANCE/AFFIRMATIVE ACTION PROGRAM:** The HCMA is committed to a Contract Compliance/Affirmative Action Program to ensure that all citizens have the opportunity for the equality of treatment in service and employment.

### **8. BID RESULTS:** Bidders interested in receiving a tabulation of this RFP must include a self addressed stamped envelope with bid. A bid tabulation will be on file and available for review after Contract award in the Purchasing Department.

### **9. CHANGES AND ADDENDA TO BID DOCUMENTS:** Each change or addendum issued in relation to this bid document will be on file in the Office of the Purchasing Department. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the Bidder's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the Contract and all Bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Purchasing Department.

10. **SPECIFICATIONS:** Unless otherwise stated by the Bidder, the bid will be considered as being in accordance with the HCMA applicable standard specifications, and any special specifications outlined in the Bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the Bidder in interpreting the requirements of the HCMA, and should not be construed as excluding bids on other types of materials, equipment and supplies. However, the Bidder, if awarded a Contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The HCMA reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive. The HCMA reserves the right to disregard any conflicting terms and conditions submitted by the Bidder and hold the Bidder to the submitted bid price. The HCMA strongly discourages the submittal of anything that is not specifically requested in this solicitation.
11. **DELIVERY:** Bids shall include all charges for delivery, packing, crating, containers, etc. Prices bid will be considered as being based on F.O.B. Delivered, freight included.
12. **INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. (Inquiries received that are not made in a timely fashion may or may not be considered).
13. **CURRENCY:** Prices calculated by the Bidder shall be stated in U.S. dollars.
14. **PRICING:** Prices shall be stated in units of quantity specified in the RFP Document. In case of discrepancy in computing the amount of the bid, the unit price bid will govern.
15. **VENDOR EVALUATION:** Experience with the HCMA shall be taken into consideration when evaluating responsibility of the vendor
16. **NOTICE TO PROCEED/PURCHASE ORDER:** The successful Bidder may not commence work under this Contract until authorized to do so by the Purchasing Department.
17. **CERTIFICATION:**

By signature in the offer section of the Offer and Acceptance page, Bidder certifies:

  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the HCMA to bind the Bidder to the Contract.
  - D. The Bidder hereby certifies that the firm will abide by the COPELAND ANTI-KICKBACK ACT, Title 18, U.S.C. June 25, 1948, Section 874, and Kickbacks from Public Employees.
18. **DEFINITIONS:**

"HCMA" - The Huron-Clinton Metropolitan HCMA.  
"Metropark Unit" - The department of the Metroparks that intends to use the resulting Contract.  
"Bidder" - The Bidder whose proposal is accepted by the HCMA.
19. "The successful bidder agrees to the terms and conditions satisfactory to HCMA, and will be expected to execute HCMA's standard agreement in the form attached to this advertisement. Any proposed modifications must be approved by HCMA's legal counsel."

## SPECIFICATIONS

### Exhibit A

- **HOURS OF OPERATION**

The operation of the Livery Agreement will be from April through October on a schedule approved by HCMA.

Hours of operation are to be determined by the HCMA. Current minimum operation schedule is as follows:

- Monday two trips 12 noon and 1 p.m.
- Tuesday, Thursday and Friday 10 am, 11 am and 1 pm
- Saturday and Sunday 9 am, 10 a.m., 11 a.m., 12 noon and 1 p.m.

A seven day per week operation is preferred during the summer season; additional trips per day can be added as well.

- **QUALITY**

The concessionaire shall operate quality equipment with adequate provisions for the public. Such operations shall be in an environment of complete cooperation with HCMA personnel especially when and where facilities will be operated in concert with HCMA employees. Good, prompt and efficient service adequate to meet all the demands for service at the facilities subject to this Agreement shall be furnished. The concessionaire shall, at all times, comply with the all applicable laws and regulations of the United States, the State of Michigan, the local County, and the municipalities wherein the facilities are located.

The livery agrees to furnish a minimum of one hundred (100) fully equipped, 17-foot canoes, and a minimum of twenty (20) solo kayaks.

The equipment provided by the vendor i.e. transportation vehicles, watercraft items, cash register etc. shall be maintained and kept in repair by the Livery. Should the Livery fail to make needed repairs or perform needed maintenance within a reasonable time after notification by the HCMA, the HCMA shall make such repairs or perform such maintenance and charge the cost thereof to the Livery.

All watercraft must have Michigan Department of Natural Resources safety inspection tags, proper state of Michigan registration as livery craft and be approved by HCMA.

The livery must provide adequate and proper life jackets for adults and children. Seat cushions and other flotation devices are not an acceptable alternative. Livery will abide by all rules and regulations regarding flotation devices.

The livery agrees to furnish all mooring and dock layout aids, all tickets, materials, fenced area for safe secure storage of the equipment, canoes and kayaks and necessary items for the operation of the livery. Said fenced area is to be west of the Huron River at Hudson Mills Metropark and approved by HCMA.

- **PRICES**

The concessionaire shall charge fair, reasonable and nondiscriminatory prices for each unit of sale or service. Prices shall be comparable to those charged by other typical operations. Requests for prices and changes in pricing must be submitted to the HCMA Administrative Office, Brighton, with surveys of comparable operations for approval prior to the beginning of the season. The prices stated in this bid document by the bidder shall apply to the 2015 season and there shall be no increases in the prices for the 2016 and/or 2017 without the expressed written consent of the HCMA. A request for a seasonal increase in any prices must be submitted in writing to the HCMA by the Livery prior to September 15<sup>th</sup> of the next season.

**Pricing to the Public for 2015**

Hudson Mills to Delhi – canoe	\$40
Dexter-Huron to Delhi – canoe	\$25
Hudson Mills to Delhi – solo kayak	\$32
Dexter-Huron to Delhi – solo kayak	\$25
Premium canoe charge	\$5
Third adult in canoe, additional fee	50% of rental rate
Deposit	\$20
*Hudson Mills to Delhi/Dexter-Huron other concessionaire Delhi launch – other concessionaire	\$3

**Other concessionaire launching between the canoe rental drop off and take out area will pay the current operator \$3 per canoe or kayak launches. Launches of concessionaire watercraft outside of the above listed area but recovered inside the Metropark concessionaire area will be subject to pay HCMA \$3 per watercraft. This will also apply to any other concessionaire launching only from Metropark land outside of the Metropark concessionaire i.e. East Delhi Metropark.**

- **SPECIAL CANOE TOURS/PROGRAMS**

The HCMA or a third user group may request special canoe trips that are not part of the current operation, such as, but not limited to, river educational canoe trips with schools and other educational groups, evening canoe tours, and overnight canoe trips for Scouts or other groups. Some of these may require orientation presentations on canoe safety and handling by the concessionaire, and operating the livery at hours other than those stipulated in "Hours of Operation" section of this contract. The HCMA agrees that the concessionaire will be given the first right of refusal on these tours/programs, and that the concessionaire is not obligated to undertake these programs. The concessionaire agrees that the HCMA may solicit and contract with another livery operation to conduct these special programs when the concessionaire is unable to conduct the program/trip. The concessionaire further agrees that in this situation it is entitled to no compensation from the second livery.

- **SUPERVISOR**

The concessionaire shall at all times provide an active, qualified and competent supervisor at the facility, for a minimum of forty hours, who shall be authorized to represent and act for the Concessionaire in matters pertaining to the day to day operation of the facility. The HCMA reserves the right of approval of the supervisor candidate prior to hiring. If at any time the HCMA notifies the concessionaire that the supervisor or his/her assistant(s) are unsatisfactory, the concessionaire shall remedy the situation within 48 hours to the HCMA's satisfaction. The concessionaire further agrees to have at all times sufficient attendants on duty to render adequate service to the public, the HCMA being the judge of the adequacy of such service.

- **EMPLOYEES OF OPERATOR**

All employees of the concessionaire shall be courteous, efficient and neat in appearance. They shall be in approved uniforms at all times. Uniforms are to be furnished by the concessionaire at no cost to the HCMA. The concessionaire shall not employ any person or persons in or about any facility who are known to use improper language or act in a loud or boisterous or otherwise improper manner. Upon written notification by the HCMA to the concessionaire that a person employed by the concessionaire is, in the HCMA's opinion, disorderly, unsanitary, or otherwise unsatisfactory, the concessionaire shall remedy the situation to the HCMA's reasonable satisfaction, and failing that, the employee shall be removed from service at any of the facilities and shall not again be trained or employed by the Concessionaire at any facility without consent of the HCMA. The concessionaire agrees, at the request of the HCMA or its authorized representative, forthwith to terminate for cause the employment within the park(s) of any employee whom the HCMA or such representative reasonably considers detrimental to the best interests of the park(s) or the public using same. The Concessionaire shall employ such help and personnel as it may deem reasonable and necessary for its operation hereunder and all such help and personnel shall be admitted to the parks free of charge. The concessionaire is to comply with all applicable State and Federal Employment laws and regulations. The concessionaire's attention is called to the requirement imposed by MCL 37.2209. The concessionaire agrees that he will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement with respect to his hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related, to employment, because of his race, sex, color, religion, national origin or ancestry. Breach of this covenant will be regarded as a material breach of this Agreement.

- **INSPECTION OF BUILDINGS AND PROPERTY**

It is agreed that the concession premises may be inspected at any time by authorized representatives of the HCMA. The concessionaire agrees that, if notified by the HCMA or such representatives, that the condition of any part of the concession premises or the facilities thereof is unsatisfactory, he will immediately remedy the same.

- **TERMINATION**

If the concessionaire defaults in any of the terms or provisions of this Agreement or if the concessionaire's operations are unsatisfactory in the opinion of the HCMA, the HCMA may terminate this Agreement with 48

hours written notice. Upon such termination the HCMA reserves the right to enter the premises occupied by the Concessionaire and take full possession thereof. In addition, the HCMA may remove from such premises the property and effects of the concessionaire and, without legal process, remove all parties who may be present upon or occupy any part of the premises, and all personal property that may be thereon, without being liable to prosecution for any damage therefore, from any cause whatsoever by reason of such removal, and the concessionaire expressly waives any and all claims for damage and loss against the HCMA, their officers and agents.

- **CONCESSIONAIRE'S ASSURANCES**

The concessionaire shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan with a rating of A or better from the A.M. Best Company. All coverage shall be with insurance carriers acceptable to the Huron Clinton Metropolitan HCMA. In addition, the General Liability or similar policy shall contain coverage for the operation of vessels on navigable waters, including coverage for passenger injury, and must be specified where this coverage applies.

The concessionaire shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included;

Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The Huron Clinton Metropolitan HCMA, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the Huron Clinton Metropolitan HCMA as additional insured, coverage afforded is considered to be primary and any other insurance the Huron Clinton Metropolitan HCMA may have in effect shall be considered secondary and/or excess.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Controller, Huron-Clinton Metropolitan HCMA, 13000 High Ridge Drive, Brighton, MI 48114.

Proof of Insurance Coverage: The Concessionaire shall provide the Huron Clinton Metropolitan HCMA at the time that the contracts are returned by him/her for execution, a copy of Certificates of Insurance for all coverage as listed above as well as all endorsements as requested. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.

If any of the above coverages expire during the term of this contract, the Concessionaire shall deliver renewal certificates and/or policies to Huron Clinton Metropolitan HCMA at least ten (10) days prior to the expiration date.

The concessionaire assumes all risk in the operation of this Agreement and shall be solely responsible and answerable in damages for all accidents or injuries to person or property and hereby covenants and agrees to the fullest extent permitted by law, to indemnify, pay on behalf of, defend and save harmless the HCMA, their appointed officials, Officers, Employees, Volunteers, and Representatives, from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage or extents of whatsoever kind and nature and from all loss, costs and expense arising out of any liability, or claim of liability for injury or damages

to persons or properties sustained or claimed to have been sustained by anyone whomsoever, arising through, on account of, or by reason of the operation, of this contract, use or occupation of HCMA facilities, regardless of whether or not it is caused in whole or in part by the sole negligence, carelessness, improper conduct or any other degree of culpability of a party indemnified hereunder. The extent of liability of the Concessionaire shall not be limited to insurance coverage herein provided for. The Concessionaire shall comply with all applicable Michigan Liquor Law liability requirements.

#### **ACCOUNTING PROCEDURES**

- The concessionaire's gross sales shall be documented on a pre-numbered 3-part rental agreement. These agreements should be summarized onto a daily canoe rental report. A copy of each of the 3-part forms (including voided/unused forms) must be given to the Park Operations Office along with a copy of the daily canoe rental report monthly. These forms must reflect all sales made by the Concessionaire. All commission payments due the HCMA shall be paid monthly on or before the 15<sup>th</sup> day of the month, covering the receipts of the previous month, and shall be accompanied by a statement showing detailed receipts.

In addition, all rental revenues must be evidenced through a concessionaire provided cash register. All rental revenues must be rung through the register and a copy of the register tape must be given to park personnel. All sales from the previous month are to be reported to the Park Operations Department by noon on the first of the month.

**See HCMA professional services contract attached for additional requirements.**

- **PAYMENT TO THE HCMA**

Livery concessionaire agrees to pay the HCMA 15% of the rental gross receipts. Further, livery agrees to pay an additional 2.5% annually of the rental gross receipts for improvements to the livery facility. This 2.5% will be held in a separate account by the concessionaire until requested by HCMA. HCMA may request the amount accrued at any time to be reinvested in improvements to the facility. Improvement projects will be mutually agreed upon by the HCMA and concessionaire, and projects will be planned and overseen by HCMA. The percentage that must be reinvested in the facility by the concessionaire may be renegotiated at the end of the first three years.

- **USE OF FACILITIES**

It is expressly understood and agreed that no building, parcel, structure, equipment or space is leased to the concessionaire; that he is a concessionaire and is entitled to operate only so long as each and every stipulation and condition in this concession agreement is complied with and conformed to.

The concessionaire agrees not to use nor to permit any person to use in any manner whatsoever, the said premises or any part thereof or any building thereon for any illegal purpose, or for any in violation of any Federal, State, or Municipal Law, ordinance, rules, order or regulation of the HCMA now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and keep harmless the HCMA and the individual members thereof and their agents, from and against any damage, penalty, fine, judgment, expenses or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation-occasioned by any act, neglect or omission of the Concessionaire, or any employee, person or occupant for the time being of said premises (or operation thereof) to be objectionable or improper, the HCMA shall have the right and power and hereby authorized by the Concessionaire so to do, to at once declare this Agreement terminated without previous notice to the Concessionaire.

The Concessionaire shall not carry on within or upon said concession spaces any other business except that described in the proposal. The Concessionaire agrees not to interfere with any other Concessionaire of the HCMA or any employee of any other Concessionaire.

- **LICENSES AND PERMITS**

The Concessionaire shall procure at his own expense all required permits, licenses and meet all applicable building, health and fire codes.

- **UTILITIES**

The HCMA shall provide for lights, power, gas, and water used and consumed in connection with the operation of this Agreement.

- **TELEPHONES**

Concessionaire shall be financially responsible for providing private line phones for the purpose of operation of the business. Said business line should be answered during normal business hours for the benefit of the public and park staff. Afterhours out of season message or announcement with current information will also be available to the public on the above said business line.

- **ALTERATIONS**

Any alterations in the existing facilities for electricity, power, gas, water, sewer, drain pipes, or other fixtures necessary for the operation of this Agreement shall be made at the sole expense of the concessionaire, after written approval of said alteration by the HCMA. The concessionaire shall use only electricity for motive power and illumination of said premises, buildings or spaces included in this Agreement unless otherwise permitted in writing by the HCMA and shall use all electric lights and power in strict accordance with the plans and designs designated and approved by the HCMA.

- **FLAMMABLES**

The concessionaire shall not use or permit the storage of any illuminating oils, candles, oil lamps, turpentine, benzene, naphtha or other similar substances or explosives of any kind, or any substance or things prohibited in the standard policies of fire insurance companies in the State of Michigan in buildings erected or to be erected on the premises.

- **SANITATION**

The concessionaire agrees to keep clean and in a sanitary condition, all premises used by him and also the surrounding areas. All refuse and waste materials shall be stored by the concessionaire and shall be disposed of by the HCMA. All State and Local health laws and regulations shall be strictly complied with.

- **MAINTENANCE**

The HCMA shall provide for the repair and maintenance, other than routine daily cleaning /maintenance procedures of the building and area. The concessionaire shall not make any alterations in the concession premises without the written approval of the HCMA.

- **ADVERTISING**

The concessionaire agrees not to advertise in any manner or form, on or about the premises, buildings or space licensed to him, or elsewhere, or in any newspapers unless approved by the HCMA. The concessionaire shall not employ or use any persons known as "hawkers", "spielers", "crier", or other noise makers or means of attracting attention to the concessionaire's business, not approved by the HCMA, or to the extent of creating a nuisance.

- **TRAINING**

Training programs will be held to acquaint personnel with information about the HCMA to disseminate to the general public. Employees should have proper training and skills in providing exceptional customer service.

At the beginning of each season, the concessionaire's staff will attend the Metroparks orientation training for part-time employees.

- **USE OF ALCOHOL**

A "no alcohol" policy will be in effect for those renting canoes or kayaks from the concessionaire. "No Alcohol" signs will be posted by HCMA, and the concessionaire will make reasonable attempts to enforce this policy, which will include a statement on confirmation forms and informing callers of the policy when they reserve a canoe(s). Transportation of alcohol on the livery's buses and/or vans will be prohibited by the concessionaire.

- **NEW FACILITIES**

It is understood that from time to time the HCMA may make changes in the location and capacities of park facilities and method of operation or may add a new facility or may discontinue certain park facilities or their use by the public during the term of this Agreement.



The concessionaire agrees not to remove from the park any personal property brought thereon by the concessionaire for the purpose of this Agreement except by the express permission of the HCMA. Upon the expiration of the term hereof, if the concessionaire has made full payment under this Agreement and carried out the terms of this Agreement, he may remove his personal property from the park and shall do so within two weeks after the end of the term herein stated, and on the failure to do so, the HCMA, by its Officers and Agents, may cause the same to be removed and stored at the expense of the concessionaire, and the HCMA shall have a lien thereon in the amount of the cost and expense of such removal and storage until paid and may sell such personal property and reimburse itself for such cost and expense plus the expense of sale.

- **PAYMENT TO THE HCMA**

Livery concessionaire agrees to pay the HCMA 15% of the rental gross receipts.

Further, livery agrees to pay an additional 2.5% annually of the rental gross receipts for improvements to the livery facility. This 2.5% will be held in a separate account by the concessionaire until requested by HCMA. HCMA may request the amount accrued at any time to be reinvested in improvements to the facility. Improvement projects will be mutually agreed upon by the HCMA and concessionaire, and projects will be planned and overseen by HCMA. The percentage that must be reinvested in the facility by the concessionaire may be renegotiated at the end of the first three years.

- **CONTRACT PERIOD**

The original contract period is three years, January 1, 2015 through December 31, 2017, with an option to renew the contract for an additional five (one) year periods if mutually agreed upon by both parties.

## OFFER AND AGREEMENT FORM

### TO THE HURON-CLINTON METROPOLITAN AUTHORITY HCMA:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete and states that he/she has HCMA to submit this proposal, which will result in a binding Contract if accepted by the Huron-Clinton Metropolitan HCMA.

We acknowledge receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

Skip's Huron River Canoe Livery LLC  
Company Name

21020 Barton Rd  
Address

Pinckney Michigan 48169  
City State Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign

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

\_\_\_\_\_  
Title

For clarification of this offer, contact:

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

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

Fax: \_\_\_\_\_

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HURON-CLINTON METROPOLITAN AUTHORITY

CONTRACT

CONTRACT EXPIRATION DATE: December 31, 2017

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This "Contract" made this \_\_\_\_\_ day of December, 2014 between the Huron-Clinton Metropolitan ("HCMA"), a Michigan public body corporate, whose address is 13000 High Ridge Drive, Brighton, Michigan, and the "Concessionaire" as further described in the following Table. In this Contract, either Concessionaire or HCMA may also individually as "Party" or collectively, as "Parties".

<p>HURON-CLINTON METROPOLITAN AUTHORITY 13000 High Ridge Drive Brighton, MI 48226 Tel: (810) 227-2757 Fax: (810) 225-6212 (herein, the "HCMA")</p>	<p>SKIP'S HURON RIVER CANOE LIVERY, LLC Mark McDonald 21020 Barton Pinckney, MI 48169 Tel: 734-915-0672 (herein, "Concessionaire")</p>
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This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

- SECTION 1. SCOPE OF CONCESSIONAIRE'S SERVICES
- SECTION 2. CONCESSIONAIRE'S OBLIGATION TO HCMA
- SECTION 3. CONTRACT EFFECTIVE DATE, TERMINATION AND AMENDMENTS
- SECTION 4. CONCESSIONAIRE ASSURANCES AND WARRANTIES
- SECTION 5. CONCESSIONAIRE PROVIDED INSURANCE AND INDEMNIFICATION
- SECTION 6. GENERAL TERMS AND CONDITIONS

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

**§1. SCOPE OF CONCESSIONAIRE SERVICES**

**This Contract is for concessionaire services (Canoe Livery Services or "Services"), as set forth in the HCMA Request for Proposal (RFP) #14-026 dated October 15, 2014, attached hereto and incorporated herein as Exhibit "A" to this Contract.**

**§2. CONCESSIONAIRE'S OBLIGATION TO HCMA**

**Concessionaire's payment obligations to HCMA for the Services are set forth in attached Exhibit "A" HCMA RFP dated October 15, 2014.**

- 2.1.** Under no circumstances shall HCMA be responsible for any cost, fee, fine, penalty, or direct, indirect,

special, incidental or consequential damages incurred or suffered by Concessionaire in connection with or resulting from the Concessionaire's providing any services under this Contract.

2.2. This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.

**§3. CONTRACT EFFECTIVE DATE, TERMINATION AND AMENDMENTS**

3.1. The effective date of this Contract shall be as stated on the first page of this Contract, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Concessionaire shall be due or owing for any Concessionaire services until and unless:

3.1.1. This Contract is signed by an authorized agent the Concessionaire legally authorized to bind the Concessionaire.

3.1.2. Any and all Certificates of Insurance, and any other conditions precedent to the Contract have been submitted and accepted by HCMA.

3.1.3. This Contract is signed by an authorized agent of HCMA.

3.2. HCMA may terminate and/or cancel this Contract (or any part thereof) at any time during the term, any renewal, or any extension of this Contract, upon thirty (30) days written notice to the Concessionaire, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

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

3.4. Concessionaire may terminate and/or cancel this Contract (or any part thereof) at anytime upon ninety (90) days written notice to HCMA, if HCMA defaults in any obligation contained herein, and within the ninety (90) notice period the HCMA has failed or has not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.

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

3.5.1. If notice is sent to the Concessionaire, it shall be addressed to the address stated on page one of this Contract.

3.5.2. If notice is sent HCMA, it shall be addressed to the Contract Administrator stated on the signature page of this Contract.

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

3.6. Contract Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases

to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Concessionaire Employee and by the person authorized to sign on behalf of HCMA.

#### **§4. CONCESSIONAIRE'S ASSURANCES AND WARRANTIES**

- 4.1. Service Warranty. Concessionaire warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 4.2. Business and Professional Licenses. The Concessionaire, if applicable, will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 4.3. Equipment and Supplies. The Concessionaire is responsible for providing equipment and supplies not expressly required to be provided by HCMA herein.
- 4.4. Taxes. The Concessionaire shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. HCMA shall not be liable to or required to reimburse the Concessionaire for any federal, state and local taxes or fees of any kind.
- 4.5. Concessionaire's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Concessionaire shall be solely responsible and liable for all costs and expenses incident to the performance of all services for HCMA including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 4.6. Concessionaire Employees.
  - 4.6.1. Concessionaire shall employ and assign qualified Concessionaire Employees as necessary and appropriate to provide the services under this Contract. Concessionaire shall ensure all Concessionaire Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.
  - 4.6.2. Concessionaire shall solely control, direct, and supervise all Concessionaire Employees with respect to all Concessionaire obligations under this Contract. Concessionaire will be solely responsible for and fully liable for the conduct and supervision of any Concessionaire Employee.
- 4.7. Concessionaire Employee-Related Expenses. If applicable, all Concessionaire Employees shall be employed at the Concessionaire's sole expense (including employment-related taxes and insurance) and the Concessionaire warrants that all Concessionaire Employees shall fully comply with and adheres to all of the terms of this Contract. Concessionaire shall indemnify and hold HCMA harmless for all Claims against HCMA by any Concessionaire Employee, arising out of any contract for hire or employer-employee relationship between the Concessionaire and any Concessionaire Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
- 4.8. The Concessionaire's relationship to HCMA is that of an Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between HCMA and either the Concessionaire or any Concessionaire Employee. All Concessionaire Employees assigned to provide services under this Contract by the Concessionaire shall, in all cases, be deemed employees of the Concessionaire and not employees, agents or sub-contractors of HCMA.

#### **§5. CONCESSIONAIRE PROVIDED INSURANCE AND INDEMNIFICATION**

- 5.1. Indemnification.
  - 5.1.1. Concessionaire shall indemnify, defend and hold HCMA harmless from any and all Claims (as

defined herein) which are incurred by or asserted against HCMA by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Concessionaire or Concessionaire's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

- 5.1.2. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Concessionaire's insurance is disputed by the insurance company, the Concessionaire shall indemnify HCMA for all claims asserted against HCMA and if the insurance company prevails, the Concessionaire shall indemnify HCMA for uncollectable accounts.
- 5.1.3. Concessionaire waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against HCMA based upon any Claim brought against HCMA suffered by a Concessionaire Employee.

5.2. Concessionaire Provided Insurance.

- 5.2.1. At all times during this Contract, Concessionaire shall obtain and maintain insurance according to the specifications as set forth in attached **Exhibit "A" HCMA RFP dated October 15, 2014.**
- 5.2.2. General Certificates of Insurance. All Certificates of Insurance, duplicate policies and/or endorsements shall contain the following clauses:
  - a. "The insurance company(s) issuing the policy or policies shall have no recourse against the HCMA for payment of any premiums or for assessments under any form of policy".
  - b. "Any and all deductibles in the above-described insurance policies shall be assumed by and be or the amount of, and at sole risk of, the Concessionaire."
  - c. The general liability shall be primary and non-contributory.
  - d. All Certificates are to provide 30-day notice of material change or cancellation. Certificates of Insurance and insurance binders must be provided no less than ten (10) working days before commencement of work. Insurance carriers are subject to the approval of the HCMA.
  - e. The HCMA, and their respected appointed officials, officers, employees and agents, shall be named as additional insured's to this coverage.
- 5.2.3. Certificates of insurance shall be supplied to the HCMA's Corporation Counsel for review and approval, and shall provide endorsements stating that the Huron-Clinton Metropolitan Authority, all elected and appointed officials, all employees and volunteers, all boards, commissions, an/or authorities and board members are additional insureds.

§6. GENERAL TERMS AND CONDITIONS

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

- 6.1.1. "**Concessionaire Employee**" means without limitation, any employees, officers, directors members, managers, trustees, volunteers, attorneys, and representatives of Concessionaire, and also includes any Concessionaire licensees, subcontractors, independent contractors, Concessionaire's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal,

representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Concessionaire Employee" shall also include any person who was a Concessionaire Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

- 6.1.2.** "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against HCMA, or for which HCMA may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 6.1.3.** "HCMA" means the Huron-Clinton Metropolitan Authority, a Michigan public body corporate, its departments, divisions, authorities, boards, committees, and "HCMA Agent" as defined below.
- 6.1.4.** "HCMA Agent" means all appointed officials, officers, directors, board members, commissioners, employees, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "HCMA Agent" shall also include any person who was a "HCMA Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- 6.1.5.** "Contract Administrator" or "HCMA Representative" is appointed by HCMA to act as a liaison between HCMA and the Concessionaire. Any questions or problems the Concessionaire may have concerning scope of services under this Contract should be directed to this individual.
- 6.1.6.** The term "Calendar Day" shall mean any day of the week, which shall begin at 12:00.01 a.m. and end at 11:59.59 p.m.. The term "Working Day" shall mean any calendar day except Saturday, Sunday, and HCMA legal holidays.
- 6.1.7.** "Written Notice" shall be considered properly served if delivered in person to the Concessionaire, or to a member or office of his company; also if delivered at, or sent by registered mail to, the last known business address of the Concessionaire.

**6.2. ASSIGNMENT OF CONTRACT AND OTHER CONTRACTS**

- 6.2.1.** The Concessionaire shall not assign the Contract or any part thereof without the written consent of HCMA.
- 6.2.2.** The Concessionaire shall be fully responsible to HCMA for the acts and omissions of his sub-contractors.

**6.3. DAMAGE/CLEAN UP TO HCMA OR HCMA PROPERTY AND/OR PREMISES.**

Concessionaire shall be responsible for any unexpected and/or unnecessary damage to any HCMA property, its premises, that is caused by Concessionaire or Concessionaire's Employees at Concessionaire's expense. If damage occurs, Concessionaire shall make necessary repairs and/or replacements to the damaged property to the satisfaction of HCMA. If the damage cannot be completed to the HCMA's satisfaction, Concessionaire shall reimburse HCMA the actual cost for repairing or replacing the damage property. The Concessionaire shall be responsible for assuring that all HCMA sites are restored to their original condition upon termination of this Contract.

**6.4. CONTRACTS WITH HCMA EMPLOYEES**

Pursuant to the provisions of Public Act 317 of 1968, as amended (M.C.L. 15.321, et seq.), no contracts shall be entered into between HCMA including all agencies and departments thereof, and any employee or officer of HCMA. To avoid any real or perceived conflict of interest the Concessionaire shall identify any relative or relative of the Concessionaire's employees and subcontractors who are presently employed by HCMA.

**6.5. ACCESS AND RECORDS.**

Concessionaire will maintain accurate books and records in connection with the services provided under this Contract for 36 months after end of this Contract, and provide the HCMA with reasonable access to such book and records.

**6.6. AUDIT.**

Concessionaire shall allow HCMA's auditing division, or an independent auditor hired by the HCMA, to perform finance compliance audits with the authority to access all pertinent records and interview any Concessionaire Employee throughout the term of this Contract, and for a period of three years after final payment.

**6.6.1.** Concessionaire shall explain any audit finding, questionable costs, or other Contract compliance deficiencies to the HCMA within forty-five (45) days of receiving the final audit report. Concessionaire's response shall include all necessary documents and information that refute the final audit report. Failure by Concessionaire to respond in writing within 45 days shall be deemed acceptance of the final audit report.

**6.6.2.** Costs of any audits conducted under this section will be borne by HCMA unless the audit discovers substantive findings related to fraud, misrepresentation, or non-performance. In which case, Concessionaire shall pay and HCMA may recoup costs of the audit work. Any adjustments and/or payments that must be made as a result of any such audit or inspection of Concessionaire's records shall be made within thirty (30) days from the presentation of HCMA's findings to Concessionaire.

**6.5. NON EXCLUSIVE CONTRACT**

No provision in this Contract limits, or is intended to limit, in any way the Concessionaire's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and HCMA may freely engage other persons to perform the same work that the Concessionaire performs.

**6.6. NO IMPLIED WAIVER**

Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

**6.7. CUMULATIVE REMEDIES.**

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



**6.8. SURVIVAL OF TERMS AND CONDITIONS.**

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

“CONCESSIONAIRE’S ASSURANCES AND WARRANTIES”;  
“CONCESSIONAIRE’S PROVIDED INSURANCE AND INDEMNIFICATION”;  
“DAMAGE CLEAN UP TO HCMA PROPERTY AND/OR PREMISES”;  
“AUDIT”;  
“SEVERABILITY”;  
“GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE”; AND  
“SURVIVAL OF TERMS AND CONDITIONS”.

**6.9. SEVERABILITY**

If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Concessionaire’s promise to indemnify or hold HCMA harmless is found illegal or invalid, Concessionaire shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against HCMA.

**6.10. CAPTIONS**

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

**6.11. PARTIES USE OF CONFIDENTIAL INFORMATION.**

The Parties (and their respective employees and agents) shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Parties’ employee not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing the services under this Contract. Notwithstanding the foregoing, the Parties may disclose Confidential Information if required by law, statute or other legal process; provided that each Party (i) gives the other Party prompt written notice of an impending disclosure, (ii) provides reasonable assistance to the other Party in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.

**6.11.1** This Contract imposes no obligation upon Concessionaire with respect to any Confidential Information which Concessionaire can establish by legally sufficient evidence: (i) was in the possession of, or was known by Concessionaire prior to its receipt from HCMA, without an obligation to maintain its confidentiality; or (ii) is obtained by Concessionaire from a third party having the right to disclose it, without an obligation to keep such information confidential. As used in this Contract, Confidential Information means all information that the Parties are required or permitted by law to keep confidential.

**6.12. GOVERNING LAWS/CONSENT TO JURISDICTION AND VENUE**

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

**6.13. ENTIRE CONTRACT**

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

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

**FOR THE CONCESSIONAIRE:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Name

**FOR HURON-CLINTON METROPOLITAN AUTHORITY:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Name: John E. La Belle  
Title: Chairperson

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Name: Robert W. Marans  
Title: Secretary

HCMA Contract Administrator: **Maria VanRooijen, Purchasing**



# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Maria van Rooijen, Purchasing Agent  
 Project No: RFQ 14-037  
 Project Title: Golf Course Computer Servers  
 Location: All Metroparks Golf Courses  
 Date: December 3, 2014

Bids Opened: Tuesday, December 2, 2014 at 10:00 a.m.

## Action Requested: Motion to Approve

That the Board of Commissioners award RFQ 14-037 to the low responsive, responsible bidder, Civitas IT in the amount of \$43,616.00 as recommended by Maria van Rooijen, Purchasing Agent and staff.

**Scope of Work:** Furnish and deliver eight (8) Hewlett Packard computer servers for all Metroparks golf courses.

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Civitas IT	Grand Rapids	\$43, 616.00
*Corbel Solutions LLC	Tukwila, WA	\$45, 080.00
Micro Wise, Inc.	Southfield	\$48, 720.00
GovConnection, Inc.	Merrimack, NH	\$54, 333.44
CDW Government LLC	Vernon Hills, IL	\$67,151.36

\*Bid from Crobel Solutions LLC is for HP refurbished systems.

Bids were received from Bhayana Brothers and Netsolutions LLC however, both bids were incomplete.

*Invitation for bids were posted on (MITN) Michigan Inter Governmental website and Metroparks website; a total of 191 registered suppliers received notification.*





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: Joseph Colaianne, Corporation Counsel  
Subject: Exemption of Taxes Subject to Capture  
Date: December 3, 2014

**Action Requested: Motion to Approve**

That the Board of Commissioners approve the attached resolutions 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: Resolutions**

1. Harrison Township creation of Downtown Development Authority.
2. Northville Township Brownfield Redevelopment Authority Amendment to Brownfield Plan for the former Northville Psychiatric Hospital property located at 7 Mile and Haggerty Roads, Northville, Michigan.
3. City of Birmingham Brownfield Redevelopment Authority Amendment to Brownfield Plan for the Property located at 400 South Old Woodward, Birmingham, Michigan.



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

**Response to Harrison Township Proposed Ordinance  
Creating a Downtown Development Authority**

**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 DECEMBER 11, 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; and,

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; and,

WHEREAS, the Board of Commissioners authorized staff to pursue tax exemption status under certain tax increment financing plans to protect that tax base; and,

WHEREAS, Section 3 of Michigan Public Act 197 of 1975, as amended, (MCL 125.1651 et seq.) 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 proposing to create the authority."

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 Harrison Township Downtown Development Authority as detailed in the public hearing held on or about December 1, 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, December 11, 2014.

\_\_\_\_\_  
Joseph W. Colaianne, Recording Secretary





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

**Response to Northville Township Amendment to  
Brownfield Redevelopment Plan  
For the Former Northville State Psychiatric Hospital  
Located at Seven Mile and Haggerty Roads  
Wayne County, Michigan**

**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 DECEMBER 11 , 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 amendment to the Township of Northville's Brownfield Redevelopment Plan for the former Northville Psychiatric Hospital Property located at Seven Mile and Haggerty Road, Northville Township, County of Wayne as detailed in the public hearing held on or about November 20, 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, December 11, 2014.

\_\_\_\_\_  
Joseph W. Colaianne, Recording Secretary



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

**Response to City of Birmingham  
Brownfield Redevelopment Authority  
Proposed Amendment to Brownfield Plan for the Property  
Located at 400 South Old Woodward, Birmingham, Michigan**

**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 DECEMBER 11, 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 Birmingham Brownfield Redevelopment Authority proposed Amendment to the Brownfield Plan for the property located at 400 South Old Woodward, Birmingham, Michigan as detailed in the public hearing held on or about October 27, 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, December 11, 2014.

\_\_\_\_\_  
Joseph W. Colaianne, Recording Secretary





# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel, Manager of Assets and Development  
 Project No: 509-14Z  
 Project Title: Service Yard AST Installation and UST Removal  
 Project Type: Capital Improvement  
 Location: Stony Creek Metropark, Macomb County  
 Date: December 3, 2014

Bids Opened: November 20, 2014 at 2:00 p.m.

## Action Requested: Motion to Approve

That the Board of Commissioners award Contract No. 509-14Z to the low responsive, responsible bidder, Matzak, Inc., and transfer \$18,970.00 from the Capital Fund Balance to cover the difference between the bid and budgeted amount as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff. Please note the low bidder modified the terms and conditions of the bidding documents and as such is reported as non-responsive due to preconditioning their bid.

**Fiscal Impact:** The project is \$18,970.00 over budget.

**Scope of Work:** Work to include furnishing all labor, equipment and materials necessary for removal and proper disposal of existing underground fuel storage tanks; furnishing and provide the installation of an aboveground storage tank, concrete pad, related utilities and all incidental construction. The work involves removal of two 6,000 gallon tanks one diesel and one unleaded, both which we constructed in 1972. A third 1,500 gallon tank, which was previously abandoned will also be removed.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Matzak, Inc.	Ray	\$183,970.00
TSP Services, Inc.	Redford	\$197,742.00
Beebe Fuel Systems, Inc.	Livonia	*

\*non responsive pre conditional bid

Budget Amount for Contract Services and Administration	\$ 175,000.00
Work Order Amount	
Contract Amount Matzak, Inc.	\$ 183,970.00
Contract Administration	<u>\$ 10,000.00</u>
Total Proposed Work Order Amount	\$ 193,970.00

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



## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: George Phifer, Deputy Director  
Subject: Intergovernmental Maintenance Agreements  
Location: Lake St. Clair Metropark and Stony Creek Metropark, Macomb County  
Date: December 3, 2014

**Action Requested: Motion to Approve**

That the Board of Commissioners approve the Intergovernmental Maintenance Agreements with the Macomb County Department of Roads, Harrison Township and Clinton Township for the period of Dec. 11, 2014 through April 30, 2015 as recommended by Deputy Director Phifer and staff.

**Background:** The Metroparks will maintain the current rates for the contract period effective Dec. 11, 2014 – April 30, 2015. Representatives from Clinton Township, Harrison Township and the Metroparks will meet to discuss and negotiate new rates, terms and conditions.

Staff will also meet with representatives from the Macomb County Department of Roads to negotiate new rates, terms and conditions.

**Attachment: Pathway Maintenance Agreement, Harrison Township  
Pathway Maintenance Agreement, Clinton Township**

## PATH MAINTENANCE AGREEMENT – HARRISON TOWNSHIP

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**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the **Charter Township of Harrison** (the "Township") whose address is 38151 L'Anse Creuse, Harrison Township, Michigan 48045 and the **Huron-Clinton Metropolitan Authority** (the "**HCMA**") whose address is 13000 High Ridge Drive, Brighton, Michigan 48114.

**WHEREAS**, the Township is the owner of a hike/bike path located in Harrison Township, Macomb County, Michigan, along the route designated; and

**WHEREAS**, the HCMA owns, operates and maintains Lake St. Clair Metropark (the "Metropark") which is contiguous to the Path; and

**WHEREAS**, the Township has requested the HCMA to assist the Township by providing certain maintenance services on the Path, and the HCMA is adequately staffed and equipped to provide such services, and is willing to do so upon certain conditions;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. During the term of this Agreement, the Authority agrees to provide the following maintenance services (the "Services") on the Path:
  - a. snow plowing;
  - b. grass cutting on Path margins; and
  - c. sweeping

The Services do not include, and the HCMA does not undertake, maintenance or repair of the Path surface or other structural elements, any clearance of obstacles or blockages or any activity which is intended to survey, monitor, identify, report, correct, modify, change or improve any condition of the Path with respect to the safety of the Path for travel of persons or vehicles or the safety in any respect of any person having occasion to use the Path. Rather, the Services will be provided on an occasional basis, solely to enhance the recreational characteristics of the Metropark.

2. The Township agrees to maintain the insurance coverages described below and to indemnify and hold harmless the Authority, its Commissioners, officers, agents and employees against any and all claims, suits, losses, damage or injury to persons or property of whatever kind or nature, whether direct or indirect, arising out of or in connection with performance of the services or otherwise in connection with this agreement. The Township shall procure at its own expense Comprehensive General Liability Insurance coverage, including personal injury liability and property damage liability coverage, together with Broad Form Contractual Insurance coverage sufficient to protect the Township and the HCMA, its Commissioners, officers, agents and employees from any claims for damage to property and for personal injuries which may arise in connection with performance of the Services or otherwise in connection with this Agreement. A Certificate or Certificates of Insurance describing the coverages required hereunder must be furnished to the HCMA by the Township showing all premiums paid prior to the provision of any Services by the HCMA. The Certificate of Insurance must name the Authority as an "Additional Insured" in relation to the maintenance of the Path.

The insurance policy or policies shall contain an endorsement providing for furnishing the HCMA

thirty (30) days' written notice prior to any material change, termination or cancellation of the insurance policy or policies. The Township shall provide Comprehensive General Liability insurance with the following limits of liability:

*Bodily Injury Liability*            \$1,000,000 each occurrence  
    \$1,000,000 aggregate  
  
*Property Damage Liability* \$ 100,000 each occurrence  
    \$ 100,000 aggregate

The Broad Form Contractual Insurance shall provide coverage in the amount of \$1,000,000.

It is expressly understood and agreed by and between the parties that the liability of the Township hereunder shall not be limited to the aforementioned insurance coverage.

3. This Agreement shall become effective upon execution by the duly authorized agents of the parties, and shall remain in effect from December 11, 2014 through April 30, 2015 unless noted and until thirty (30) days after either party shall notify the other party in writing of its election to terminate.

4. It is further agreed that the Township will reimburse the HCMA for the services listed below against the HCMA's invoice for the period beginning the eleventh day of December, 2014 and ending the last day of April 2015 at the following rates:

- 1. Full-Time employee grass cutting and snow plowing wages at \$50.00 per hour;
- 2. Seasonal employee grass cutting and sweeping at \$12.00 per hour and \$18.00/O.T.;
- 3. Equipment at \$120.00 per 8-hour period; and
- 4. Salt prorated at \$47.68 per ton.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed and delivered by their duly authorized officers on the date first given above.

**Huron-Clinton Metropolitan Authority**

**Charter Township of Harrison**

By: \_\_\_\_\_  
John E. La Belle, Chairman

By: \_\_\_\_\_  
Kenneth Verkest, Harrison Twp Supervisor

And: \_\_\_\_\_  
Robert W. Marans, Secretary

And: \_\_\_\_\_  
Adam Wit, Harrison Twp. Clerk

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

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



**PATH MAINTENANCE AGREEMENT – CLINTON TOWNSHIP**

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**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the **Charter Township of Clinton** (the "Township") whose address is 40700 Romeo Plank Road, Mount Clemens, Michigan 48038 and the **Huron-Clinton Metropolitan HCMA** (the "HCMA") whose address is 13000 High Ridge Drive, Brighton, Michigan 48114.

**WHEREAS**, the Township is the owner of a hike/bike path located in Clinton Township, Macomb County, Michigan, along the designated route (the "Bicycle Trail"); and

**WHEREAS**, the HCMA owns, operates and maintains Lake St. Clair Metropark (the "Metropark") which is contiguous to the Path; and

**WHEREAS**, the Township has requested the HCMA to assist the Township by providing certain maintenance services on the Path, and the HCMA is adequately staffed and equipped to provide such services, and is willing to do so upon certain conditions;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. During the term of this Agreement, the HCMA agrees to provide the following maintenance services (the "Services") on the Path:
  - a. snow plowing;
  - b. grass cutting on Path margins; and
  - c. sweeping

The Services do not include, and the HCMA does not undertake, maintenance or repair of the Path surface or other structural elements, any clearance of obstacles or blockages or any activity which is intended to survey, monitor, identify, report, correct, modify, change or improve any condition of the Path with respect to the safety of the Path for travel of persons or vehicles or the safety in any respect of any person having occasion to use the Path. Rather, the Services will be provided on an occasional basis, solely to enhance the recreational characteristics of the Metropark.

2. The Township agrees to maintain the insurance coverages described below and to indemnify and hold harmless the HCMA, its Commissioners, officers, agents and employees against any and all claims, suits, losses, damage or injury to persons or property of whatever kind or nature, whether direct or indirect, arising out of or in connection with performance of the Services or otherwise in connection with this agreement. The Township shall procure at its own expense Comprehensive General Liability Insurance coverage, including personal injury liability and property damage liability coverage, together with Broad Form Contractual Insurance coverage sufficient to protect the Township and the HCMA, its Commissioners, officers, agents and employees from any claims for damage to property and for personal injuries which may arise in connection with performance of the Services or otherwise in connection with this Agreement. A Certificate or Certificates of Insurance describing the coverages required hereunder must be furnished the HCMA by the Township showing all premiums paid prior to the provision of any Services by the HCMA.

The Certificate of Insurance must name the HCMA as an "Additional Insured" in relation to the maintenance of the Path. The insurance policy or policies shall contain an endorsement providing for furnishing the HCMA thirty (30) days' written notice prior to any material change, termination or cancellation of the insurance policy or policies. The Township shall provide Comprehensive General Liability insurance with the following limits of liability:

<i>Bodily Injury Liability</i>	<i>\$1,000,000 each occurrence</i>
	<i>\$1,000,000 aggregate</i>
 <i>Property Damage Liability</i>	 <i>\$ 100,000 each occurrence</i>
	<i>\$ 100,000 aggregate</i>

The Broad Form Contractual Insurance shall provide coverage in the amount of \$1,000,000.

It is expressly understood and agreed by and between the parties that the liability of the Township hereunder shall not be limited to the aforementioned insurance coverage.

3. This Agreement shall become effective upon execution by the duly authorized agents of the parties, and shall remain in effect from December 11, 2014 through April 30, 2015 unless noted and until thirty (30) days after either party shall notify the other party in writing of its election to terminate.

4. It is further agreed that the Township will reimburse the HCMA for the services listed below against the HCMA's invoice for the period beginning the eleventh day of December 2014 and ending the last day of April 2015 at the following rates:

1. Full-Time employee grass cutting and snow plowing wages at \$50.00 per hour;
2. Seasonal employee grass cutting and sweeping at \$12.00 per hour and \$18.00/O.T.;
3. Equipment at \$120.00 per 8-hour period; and
4. Salt prorated at \$47.68 per ton.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed and delivered by their duly authorized officers on the date first given above.

**Huron-Clinton Metropolitan HCMA**

**Charter Township of Clinton**

By: \_\_\_\_\_  
John E. La Belle, Chairman

By: \_\_\_\_\_  
Robert J. Cannon, Clinton Twp. Supervisor

And: \_\_\_\_\_  
Robert W. Marans, Secretary

And: \_\_\_\_\_  
Kim Meltzer, Clinton Twp. Clerk

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

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



## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Paul Muelle, Natural Resources and Environmental Compliance Manager  
 Subject: Grant Proposals  
 Date: December 2, 2014

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

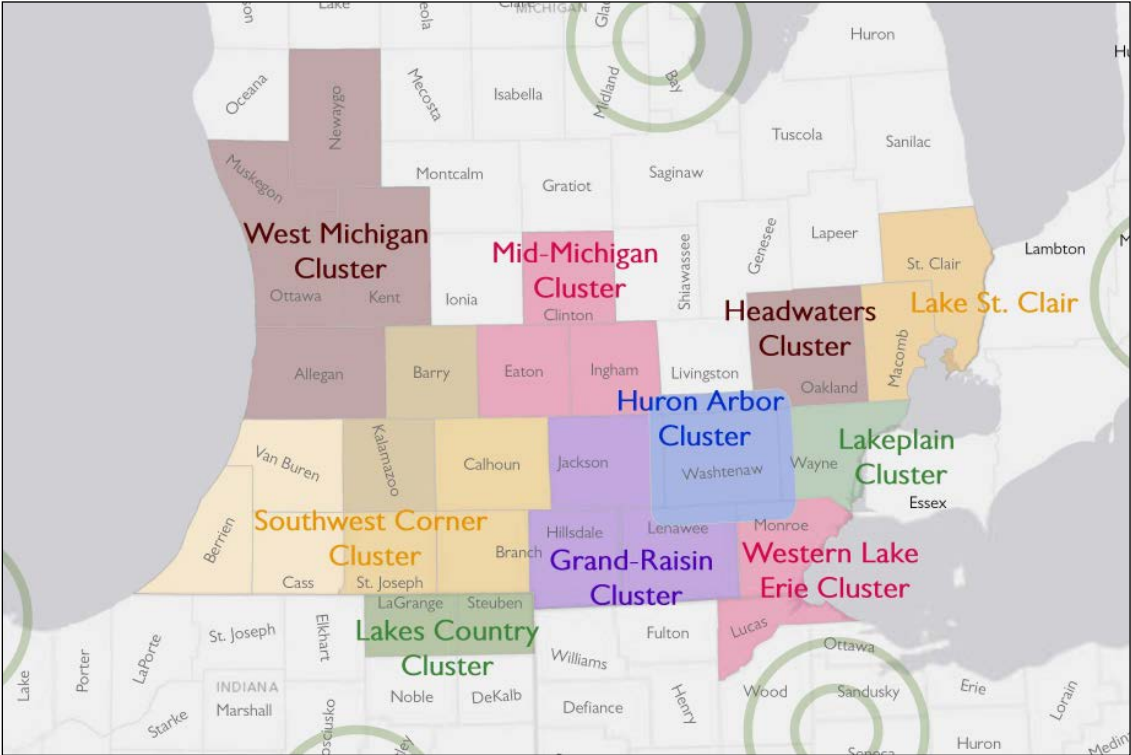
That the Board of Commissioners allow staff to prepare and submit various habitat restoration and invasive species removal grants as recommended by Natural Resources and Environmental Compliance Manager Paul Muelle and staff

**Background:** Several state and federal grant applications have recently become available to address funding of invasive species control and habitat restoration and protection. These grants are being offered through several agencies including the Michigan Department of Natural Resources (MDNR), U.S. Environmental Protection Agency (EPA), National Oceanic and Atmospheric Administration (NOAA), U.S. Fish and Wildlife Service (FWS) and U.S. Army Corp of Engineers. If successful, these grants would help supplement Metropark natural resource projects currently outlined in the HCMA Five-Year-Plan. Currently budgeted funds as well as in-kind services will be used as a grant match.

The MDNR is currently providing funds for its Early Detection Rapid Response Program to detect, eradicate, and control state-defined invasive plant species. This program requires participants to partner with other organizations through the development and membership in Cooperative Invasive Species Management Areas (CISMA) or a Cooperative Weed Management Areas (CWMA). These CISMA agreements, which are currently under development, will be presented to the Board of Commissioners for review and approval.

Project partners for these grant projects include; The U.S. Forest Service, The Nature Conservancy, U.S. Fish and Wildlife Service, Michigan Department of Natural Resources, The Stewardship Network, Macomb County, Oakland County, Clinton River Watershed Council, U.S. Department of Agriculture, SEMCOG, and many others. Projects we are currently seeking funding for include.

- Stony Creek Metropark – Stony Creek Floodplain Invasive Species Control
- Lake St Clair Metropark – Coastal Wetlands Invasive Species Control
- Lake Erie Metropark – Coastal Wetlands Invasive Species Control
- Lake Erie Metropark – Lakeplain Prairie Habitat Improvement
- Wolcott Mill Metropark – Phase II Northbranch Wetland/Floodplain Restoration



Conceptual Diagram of the Lake to Lake CISMA / CWMA Program



# HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
From: George Phifer, Deputy Director  
Subject: Legislative Report  
Date: December 3, 2014

Legislative Consultant George Carr will give Commissioners a verbal report update at the December 11 meeting.





## HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners  
 From: Mike Brahm-Henkel  
 Subject: Proposal – Landscape Architectural Consulting Services  
 Project Type: Capital Improvement  
 Location: Lake St. Clair Metropark, Macomb County  
 Date: December 3, 2014

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

That the Board of Commissioners accept the proposal by Johnson Hill Land Ethics Studio of Ann Arbor to provide landscape architectural design services for the proposed playground redevelopment for Lake St. Clair Metropark in the amount of \$44,890.00 as recommended by Asset and Development Manager Mike Brahm-Henkel and staff.

**Background:** The original project scope encompassed not only the playground, but a trail to the day sail area, paved walkways, concrete walk modifications, beach front recreation, and demolition. After further review, we will design the project with a phased approach. Prioritized design elements will be identified which can stand alone and can be added to in subsequent years. This approach will allow flexibility within budgetary constraints, provide new succeeding experiences for the public, and allow for adjustments to be made to the design based on use and funds available.

The original playground was constructed around 1957. Many structures have components that are not in compliance with the latest ASTM 1487, CPSC guidelines and accessibility requirements. Over the years, updates and replacement structures have been added. Wooden play structures were installed around 1990. The most recent boat structure and store front panels were installed in 1994. These older structures create maintenance and safety problems. Some structures and parts have been removed without replacement. Others, like the small wooden ship, have been modified to a point that they no longer have the play value they once did. The play surfacing has also changed over the years. Staff has removed peastone from under some of the equipment and added engineered wood surfacing to comply with fall attenuation requirements. Rubber surfacing and connected walks have also been added to allow for improved access to the structures. The poured-in-place surfacing is a great addition to a playground but requires maintenance, repair and replacement. The existing equipment and surfacing has served us well but it is time to replace these old structures and upgrade the facility to meet current standards.

Request for Proposals were sent to local firms. Proposals were evaluated and ranked by HCMA staff. Evaluation criteria were generally as follows:

- Firm qualification
- Playground Experience
- Trail Experience
- Understanding of the project
- Fee

## Proposal – Landscape Architectural Consulting Services

### Page 2

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Proponents were required to submit their cost proposal in separate, sealed envelopes in their proposal package. Proposals were first evaluated without the cost proposals for creativity, relevance of past projects, related experience, and overall project understanding. Cost proposals were then evaluated in relation to the proposed scope of work and ranked. Cost proposals include design, construction documents, cost estimates, and construction administration costs. Park staff as well has met with Johnson Hill Land Ethics Studio to discuss the firm's approach and vision for the project. It should be noted that we believe all submitting firms are highly qualified, and all firms submitted good proposals. Firms submitting proposals are listed below.

<u>Firm Name</u>	<u>Location</u>	<u>Cost Proposal</u>
Johnson Hill Land Ethics Studio	Ann Arbor	\$ 44,890.00
Anderson Eckstein and Westrick, Inc.	Shelby Twp.	\$ 47,400.00
DLZ	Lansing	\$ 69,615.00
Wade Trim	Harrison Twp.	\$ 72,205.00
Smith Group, JJR	Ann Arbor	\$ 77,245.00
Hamilton Anderson Associates	Harrison Twp.	\$ 77,550.00
Living Lab	Detroit	\$ 83,420.00
Landscape Architects & Planners	Lansing	\$ 98,800.00

Based on staff's evaluation, we believe the firm of Johnson Hill Land Ethics Studio is the best qualified for the project. This evaluation is based generally on their experience, the quality of their portfolio; and their attention to issues specifically related to the needs of this project.

**Attachment: Proposal – Johnson Hill Land Ethics Studio**



# PROPOSAL

## Play Area and West Trail Redevelopment



### Lake St. Clair Metropark Huron-Clinton Metropolitan Authority

September 9, 2014



516 East Washington Street • Ann Arbor, Michigan 48104  
t: 734.668.7416 f: 734.668.2525  
www.jhle-studio.com



September 9, 2014

Susan H. Nyquist, Chief Planner  
Huron-Clinton Metropolitan Authority  
13000 High Ridge Drive  
Brighton, Michigan 48114

Project: Lake St. Clair Metropark  
Play Area and West Trail Redevelopment

Subject: Proposal for Professional Services

Dear Ms. Nyquist,

It is with great interest and enthusiasm that we submit this proposal for design services. It is always an interesting opportunity to be able to work on a site with the character and popularity of Lake St. Clair Metropark. Improvements will benefit both park users and staff for many years to come.

Johnson Hill Land Ethics Studio has brought together appropriate team members to address all needs of the project. Graber & Associates will provide irrigation design. Environmental Consulting & Technology will address environmental questions that may arise. Kem-Tec will provide surveying if required for the project. We are prepared to begin this project as soon as process allows and be ready for construction to begin in Spring 2015.

We are truly excited about the possibility of working on this project and look forward to the opportunity to present our ideas in more detail in an interview setting.

Sincerely,

**Johnson Hill Land Ethics Studio**



Mark Robinson  
Principal



Chet Hill  
Senior Principal

PROPOSERS: Please complete the form with applicable information. Leave items blank which do not apply.

This Proposal is Offered By:

Firm Name JOHNSON HILL LAND ETHICS STUDIO

Address (Central Office) 516 E. WASHINGTON STREET

City, State, Zip ANN ARBOR, MI 48104

Contact (Central Office) MARK ROBINSON Email mrobinson@jhle-studio.com

Contact Main Office Phone 734-668-7416 Ext \_\_\_\_\_ Cell 231-649-3879 Direct \_\_\_\_\_ Fax 734-668-2525

Address (Branch Office) \_\_\_\_\_

Check if this (branch) address is to be used for all future contact.

City, State, Zip: \_\_\_\_\_

Contact (Branch Office) \_\_\_\_\_ Email \_\_\_\_\_

Contact Branch Office Phone \_\_\_\_\_ Ext \_\_\_\_\_ Cell \_\_\_\_\_ Direct \_\_\_\_\_ Fax \_\_\_\_\_

Authorized Signatory (name)

MARK ROBINSON

Title PRINCIPAL

Federal ID 36-4493964

Other \_\_\_\_\_

Check One (if applicable)

Individual

Partnership

~~Cooperation~~  CORPORATION

State MI

Michigan Licensure 291-666

Other Information: \_\_\_\_\_

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

# *Proposal – Lake St. Clair Metropark Play Area and West Trail Redevelopment*

Huron-Clinton Metropolitan Authority

***This project will improve accessibility to and connectivity between park facilities. Aging structures will be replaced; views to the lake will be opened up. The playground will be redeveloped and refreshed in terms of play value for children of many ages and as a shady respite, a gathering area and a passage between parking and the water. The project as a whole is a great opportunity to enhance user enjoyment of this park while at the same time reducing long term maintenance demands.***

**Primary Consultant** for this project will be:



## **Johnson Hill Land Ethics Studio**

516 East Washington Street  
Ann Arbor, Michigan 48104  
Telephone 734.668.7416  
Fax 734.668.2525

### **Project Manager and Primary Contact:**

Mark Robinson, Principal  
[mrobinson@jhle-studio.com](mailto:mrobinson@jhle-studio.com)

### **Subconsultants**

*Irrigation Design:*  
Graber & Associates  
29218 Cotton Road  
Chesterfield Michigan 48047

*Environmental Consulting:*  
Environmental Consulting & Technology, Inc.  
2200 Commonwealth Blvd., Suite 300  
Ann Arbor, MI 48105

*Surveying:*  
Kem-Tec  
22556 Gratiot Avenue  
Eastpointe, Michigan 48021

## **Firm Background**

Johnson Hill Land Ethics Studio is a landscape architectural, planning and resource conservation firm who has developed and refined innovative solutions for parks and recreation facilities for over 30 years. Descended from the internationally recognized office of William J. Johnson Associates and recently merged with Mark

Robinson & Associates, the firm draws upon a deep well of experience and expertise to responsively address client needs. The principals and staff of our firm enjoy exploring the unique relationships between people, the environment and the social/cultural matrix that characterize each project. Our work is rooted in thorough, extensive research, effective consensus building and well-crafted solutions to complex issues and problems. Specific project experience relevant to the Lake St. Clair Metropark project can be found on pages 13 - 15.

### **Project Staff, Responsibilities and Qualifications**

*Mark Robinson*, ASLA, Principal, Johnson Hill Land Ethics Studio, will be in charge of coordinating and leading all aspects of this project. He has over 35 years of experience in landscape architecture and planning. Before merging with JHLE, the work of Mr. Robinson's firm spanned numerous states in the east, southeast and midwest, as well as work abroad. Mr. Robinson has extensive experience in park planning and design including over 60 individual park projects with budgets ranging from \$50,000 to \$50 million. (See resume on page 10)

*Chester B. Hill*, ASLA, Senior Principal, Johnson Hill Land Ethics Studio, will provide guidance and support throughout all phases of the project. Mr. Hill has over 40 years of experience in park and recreation design, community revitalization, urban design, public workshop facilitation and historic preservation. Mr. Hill's input will focus on design detailing and construction documentation. (See resume on page 11)

*Mark W. Johnson*, ASLA, Senior Principal, Johnson Hill Land Ethics Studio, will work closely with Mark Robinson during conceptual and design development phases of the project. Mr. Johnson has over 30 years of experience and is adept at working with the public in workshop settings. His experience includes visioning plans, park planning and design, planning and design of resorts and college and corporate campuses.

*Steven Kinder*, P.E., LEED AP, Johnson Hill Land Ethics Studio, will address all civil engineering aspects of the project, beginning with initial assessments through construction documentation and construction period services. (See resume on page 12)

*Chris Nordstrom*, Associate, Johnson Hill Land Ethics Studio, will provide project production support throughout the project. Mr. Nordstrom has a strong background in computer technology which will be applied, in particular, to digital graphics and presentations.

### **Subconsultant Qualifications**

*Graber & Associates*, Irrigation Design

Geoff Graber is a professional irrigation designer, practicing since 1986 throughout Michigan and much of the country. He has repeatedly worked with Johnson Hill Land Ethics Studio and worked with Mark Robinson on numerous park projects for the past 15 years. Geoff is a Certified Irrigation Designer (CID), a Certified Water Manager (CIM) and a Certified Landscape Irrigation Auditor (CLIA).

*Environmental Consultants & Technology, Inc.*, Environmental Consulting

ECT is a widely known environmental consulting firm. They are very familiar with and have worked at Lake St. Clair Metropark. They will be available to address environmental matters, tree conservation, sand drift and other potential issues that may arise through the course of this project.

*Kem-Tec*, Professional Land Surveyors

Kem-Tec has worked repeatedly with Johnson Hill Land Ethics Studio providing topographic surveys for many different types of projects. They will be available to survey the project area or portions of it as may be required for the project.

## **References**

*Merrie Carlock*

Senior Park Planner

Southfield Parks and Recreation

City of Southfield

248.796.4618 (P)

[mcarlock@cityofsouthfield.com](mailto:mcarlock@cityofsouthfield.com)

*Lauren Wood*

Director of Public Services

City of Birmingham

248.530.1702 (P)

[lwood@bhamgov.org](mailto:lwood@bhamgov.org)

*Coy Vaughn*, Deputy Director; or

*Tom Freeman*,

Washtenaw County Parks and Recreation

734.971.6337 (P)

[vaughnc@ewashtenaw.org](mailto:vaughnc@ewashtenaw.org)

[freemant@ewashtenaw.org](mailto:freemant@ewashtenaw.org)

*Vern Gustafsson*

Assistant Director

Brownstown Downtown Development Authority

734.675.5913 (P)

[VGustafsson@brownstown-mi.org](mailto:VGustafsson@brownstown-mi.org)

*Amy Mackintosh* (Mark Robinson)

Landscape Architect

Town of Cary Parks, Recreation & Cultural Resources Department

(919) 460-4973

[Amy.mackintosh@townofcary.org](mailto:Amy.mackintosh@townofcary.org)

## **Verification of Site Inspection**

Mark Robinson inspected the project site, photographing the project area including the images used on this proposal's cover.

## **Understanding of Project**

This project addresses redevelopment of the playground area, redevelopment of the path from the Day Sail Launch to the Central Plaza, and improving accessibility and connectivity throughout the project area. All improvements should enhance use of the park and contribute to the essential qualities of the park's setting and character. Design should emphasize qualities that exceed mere trendiness; materials and construction

should reflect an appropriate balance between durability and cost. Maintenance and management are keen interests; such interests should be evident in the decision-making process.

The work will need to move forward efficiently and in a timely manner from conceptual design to design refinement, from final design to construction documentation and project reviews, and then through the bid and construction periods. Spring 2015 is the desired construction start time. The work schedule will need to be paced accordingly.

Regular, effective communication and associated documentation will be our baseline of performance. We intend to meet as needed to review and refine plan development. We set no limits on the number of meetings needed to facilitate all phases of the work. The work will be closely coordinated with Metroparks Staff, reflecting their input and allowing sufficient time for review and consideration as/when necessary.

Timely performance and budget management will be essential throughout the project. It is a project of nuance and many details that must fit into the larger established character of the park.

### **Understanding of Division of Work**

Metroparks Staff has a deep understanding of the needs associated with this park. This knowledge and familiarity should be tapped for all aspects of project development – user characteristics, unrealized opportunities, management issues, maintenance issues, long term goals, available funding, and so on. The Consultant needs to respond to input from Staff with creative alternatives for development, cost effective strategies and thorough, reliable recommendations for construction.

An explanation of respective responsibilities is quite thoroughly outlined in Attachment B of the RFP. We will meet or exceed Consultant responsibilities as outlined. As with any project, we anticipate some work tasks that are not fully identified in the RFP or in this proposal. Project objectives and potential solutions are often fluid in nature. We generally take such matters in stride as normal and necessary aspects of effective project development.

### **Approach and Methodology**

Our approach to this project is to first fully engage Metroparks Staff in discussing the scope of work and the specific opportunities, objectives and ambitions inherent in the scope. We then want to quickly identify the expectations and opportunities associated with the playground and develop a list of acceptable vendors. Research for the playground will not necessarily be limited to information provided by vendors. Again, the Staff's expression of opportunities, objectives and ambitions will be critical to determining how best to proceed. Once these two initial steps are taken, the work should then fall into an orderly sequence of design and plan development.

### **Work Plan, Tasks and Outcomes**

The following pages describe the rationale for each of the steps in the proposed work plan and an outline of the associated tasks and products. Experience has shown that particular tasks and products do not always stay within the boundaries of the assigned phase. Thus, this proposed park plan is not intended to be a rigid structure dictating the flow of the work but rather a working outline that can be adapted as situations change.

Periodic meetings will be held with Staff to assess progress on the project and amend the work plan as necessary.



### *Step 1. Coordination, Communication and Initial Staff Input*

In this first step, Johnson Hill Land Ethics Studio (JHLE) and Metroparks Staff will review this proposed Approach and Methodology and make initial amendments as appropriate. The schedule will be reviewed and potential revisions made. Primary contacts and lines of communication will be established. Contract administration matters will be identified and addressed. A desirable frequency of progress and review meetings will be outlined.

We will discuss with Staff the specific interests, opportunities, objectives and ambitions they have relative to the scope of work. We will begin to identify vendors with whom to work on the playground. We will also contact Harrison Township and Macomb County to begin to determine processes and time frames associated with reviews and permits. Finally, we will receive site survey files from Staff or determine extent of survey work to be performed.

#### Tasks:

- Review, revise and confirm general Approach and Methodology
- Review, revise and confirm project schedule
- Establish primary contacts and lines of communication
- Establish basic procedures for project coordination
- Establish desired frequency of progress and review meetings
- Determine specific interests, opportunities, objectives and ambitions for all aspects of project scope
- Contact Harrison Township and Macomb County in preparation for review and permit processes
- Receive site survey files or determine extent of survey work to be performed

#### Outcomes:

- Revised Approach and Methodology (as appropriate)
- Revised Schedule (as appropriate)
- Summarize communication and coordination procedures
- Summarize Staff input
- Make initial vendor contacts
- Initiate additional research as may be desired or necessary
- Determine review and permit processes and time frames with regulatory agencies
- Prepare base map based on completed survey files or initiate site survey work

Duration: 1 week

### *Step 2. Preliminary Concept Development*

Utilize initial input from Staff to prepare conceptual design studies for all aspects of the project and for the playground.

#### Tasks:

- Prepare alternative design studies for all aspects of project development
- Prepare specific design studies for playground
- Prepare preliminary cost estimates
- Determine if additional geotechnical investigation is needed
- Demonstrate measures taken to eliminate accessibility barriers
- Review with Staff

Outcomes:

- Refined understanding of opportunities and limitations
- Refined understanding of design concepts that effectively address scope objectives
- Understanding of potential shortcomings and aspects of design that require strengthening
- Initial resolution of accessibility barriers
- Preliminary cost estimate
- Summarize Staff input

Duration: 2 weeks

*Step 3. Design Refinement*

Utilizing the input and information gathered in Step 2, refine design studies into a singular plan recommendation.

Tasks:

- Refine plan studies into a singular preliminary plan
- Refine playground design studies into a singular preliminary plan
- Revise cost estimate
- Review with Staff

Outcomes:

- Preliminary plan proposal
- Revised cost estimate

Duration: 2 weeks

*Step 4. Final Design*

Utilizing Staff input, resolve remaining issues and prepare final design plans.

Tasks:

- Prepare final design plans
- Prepare graphics and renderings as appropriate
- Revise cost estimate
- Review with Staff

Outcomes:

- Final design plans approved by Staff
- Revised cost estimate
- Summarize Staff input
- Refinement of next steps if appropriate

Duration: 1 week

*Step 5. Draft Construction Documentation*

Prepare full preliminary construction documents for all aspects of project.

Tasks:

- Prepare preliminary demolition plans
- Prepare preliminary grading plans
- Prepare preliminary storm water management plans
- Prepare preliminary erosion and sedimentation control plans
- Prepare preliminary layout plans
- Prepare preliminary planting plans
- Prepare preliminary irrigation plans
- Prepare preliminary details for:
  - Play equipment
  - Fencing
  - Site furnishings
  - Walking surfaces
  - Safety surfaces
  - Drainage systems and structures
  - Court games
  - Sand volleyball appurtenances
  - Other?
- Prepare preliminary technical specifications
- Refine cost estimate
- Review with Staff

Outcomes:

- Full set of preliminary construction documents
- Refined cost estimate
- Summarize Staff input

Duration: 3 weeks

*Step 6. Final Construction Documents*

With input from Staff, refine and complete all construction documents.

Tasks:

- Refine and complete all construction documents
- Refine cost estimates

Outcomes:

- Full set of construction documents (95% complete)
- Revised cost estimates
- Preparation of submittal-specific plans and documents
- Preparation of review and permit applications
- Summarize Staff input

Duration: 2 weeks

*Step 7. Submit Plans to Review Agencies*

Submit plans to Harrison Township and Macomb County (others if so determined)

Tasks:

- Submit applications and plans for site plan review and erosion and sedimentation control permit
- Attend meetings as necessary associated with these processes
- Be attentive to process deadlines, roadblocks or other potential impediments
- Refine plans based on input from reviewing agencies
- Advise Staff of progress, issues and actions taken

Outcomes:

- Plan and permit approvals
- Plans at 100% completion

Duration: 5 weeks

*Steps 8. Bid Period and Award Construction*

Assist Staff as necessary to prepare, distribute bid packages and address questions as presented.

Tasks:

- Assist in bid set preparation, as needed
- Attend pre-bid meeting, if held
- Address questions, prepare addenda as required
- Assist in bid review and recommendations, as requested

Outcomes:

- Completed bid period
- Documentation of addenda and other relevant communication
- Bid review – Contractor selection

Duration: 6 weeks

*Step 9. Construction Period*

Coordinate work with Staff to inspect work and assist in providing construction contract management.

Tasks:

- Attend pre-construction meeting
- Review and act upon submittals
- Respond to requests for information
- Prepare change orders and bulletins if/as required
- Conduct periodic inspections of work to determine conformance with construction documents
- Attend regular (monthly) progress meetings
- Assist in conducting substantial completion punchlist inspection
- Assist in conducting final walk-through
- Document findings at each step above
- Coordinate information with Staff construction manager

Outcomes:

- Completed construction of all project elements
- Successful project close-out

Duration: 12 weeks +/-

**Schedule Summary**

We assume work will be initiated by October 1<sup>st</sup>. It has been stated that construction should be started in Spring 2015. We anticipate, as indicated by the duration estimates associated with each step in the work plan, that 22 weeks are needed to perform the work as proposed (not including the construction period). This is a tight schedule and spans two major holidays when people are away from work. We propose to work as quickly as possible on the front end of the project and anticipate that construction documents and review periods on the back half of the project may take somewhat longer than expected. Nonetheless, we expect plans to be ready and approved in time for a mid-February to March 1<sup>st</sup> bid release and construction able to begin in mid to late April, weather permitting.

# Resume – Mark Robinson

## Lake St. Clair Metropark Proposal

Huron-Clinton Metropolitan Authority

Mark Robinson brings to the JHLE team a wide breadth of experience ranging from broad regional concepts to meticulously designed gardens and public landscapes throughout eleven states and Italy. Public parks and public spaces have been a significant focus of work because of the opportunities to conceive and develop landscapes that people both enjoy and value over time. Mark enjoys interaction with clients and the public and collaboration with allied professionals.

### Education

- 1996 Master of Arts in Liberal Studies  
Duke University
- 1982-1986 Continuing education in architecture, business  
management, horticulture  
North Carolina State University
- 1977 Bachelor of Landscape Architecture, Cum Laude  
University of Georgia

### Professional

- 2013 to Present Johnson Hill Land Ethics Studio  
Ann Arbor, Michigan
- 2010 to 2013 Wade Trim  
Traverse City, Michigan
- 1984 to 2010 Mark Robinson & Associates P.A.  
Raleigh, North Carolina, East Jordan and Saginaw, Michigan
- 1981 to 1984 Town of Cary Department of Planning and Development  
Cary, North Carolina

### Teaching

- Visiting Lecturer, Site Engineering for Landscape Architects,  
University of Michigan
- Visiting Lecturer, North Carolina State University
- Visiting Lecturer, North Carolina A&T University

### Awards

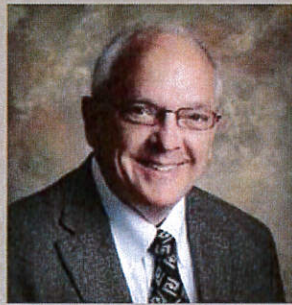
- Keep Michigan Beautiful Michigan Award - FMIC Diversified Fitness Club
- Keep Michigan Beautiful President's Award - FMIC Dehmel Road Project
- NCASLA Award of Excellence - Neuse River Regional Park Master Plan
- NCASLA Award of Excellence - Frankenmuth Mutual Insurance Company
- Keep Michigan Beautiful President's Award - Mutual-on-Main

### Civic and Professional Associations

- American Society of Landscape Architects, Member
- Immediate Past President, Michigan Chapter, ASLA
- Past President, North Carolina Chapter, ASLA

### Registration

- Landscape Architect, Michigan, No. 1031
- Landscape Architect, North Carolina, No. 424



MARK ROBINSON

Principal

mrobinson@jhle-studio.com



516 East Washington Street - Ann Arbor, Michigan 48104  
t: 734.668.7416 f: 734.668.2525 www.jhle-studio.com

153 1/2 Front Street - Traverse City, Michigan 49684  
t: 231.929.9438 f: 231.932.9250 www.jhle-studio.com

# Resume – Chet Hill

## Lake St. Clair Metropark Proposal

### Huron-Clinton Metropolitan Authority

Chet has practiced landscape architecture in Michigan and the Midwest since the early 1970s. His expertise spans the areas of park and recreation planning, streetscape design, trail planning and design, public workshop facilitation, community revitalization, urban design, and campus planning. Chet served as the City of Ann Arbor's principal park planner for 15 years.

#### Education

- 1989                      Master of Landscape Architecture  
University of Michigan
  
- 1970                      Bachelor of Science: Landscape Architecture  
Michigan State University

#### Professional

- 2002 to Present        The Johnson Hill Land Ethics Studio  
Ann Arbor, Michigan
  
- 1993 to 2002         Johnson Hill and Associates, Inc.  
Ann Arbor, Michigan
  
- 1992 to 1993         Peter Walker William Johnson Partners Inc.  
Ann Arbor, Michigan
  
- 1989 to 1992         William J. Johnson Associates, Inc.  
Ann Arbor, Michigan
  
- 1974 to 1989         City of Ann Arbor Parks and Recreation Department  
Ann Arbor, Michigan
  
- 1976 to 1980         Hill/Raynes/McMan Collaborative  
Dexter, Michigan

#### Teaching

- 1994 to Present       Adjunct Professor  
University of Michigan  
School of Natural Resources and Environment

#### Civic and Professional Associations

- |  |                 |
|--|-----------------|
| Ann Arbor Design Review Board                    | 2011 to Present |
| Congress for the New Urbanism                    |                 |
| American Society of Landscape Architects         |                 |
| President, Michigan Chapters                     | 1989            |
| Executive Committee, Michigan Chapter            | 1986 to 1990    |
| Leslie Science Center Advisory Committee         | 1989 to 1990    |
| Village of Dexter Downtown Development Authority | 1989 to 1990    |
| Village of Dexter Parks Commission               | 1988 to 1994    |
| Village of Dexter of Planning Commission         | 1976 to 1978    |

#### Registration

- Landscape Architect, Michigan, No. 869



**CHESTER B. HILL**

**Senior Principal**  
chill@jhle-studio.com



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t: 734.668.7416 f: 734.668.2525 www.jhle-studio.com

153 1/2 Front Street - Traverse City, Michigan 49684  
t: 231.929.9438 f: 231.932.9250 www.jhle-studio.com

# Resume – Steve Kinder

## Lake St. Clair Metropark Proposal

Huron-Clinton Metropolitan Authority

Mr. Kinder has nearly 30 years of engineering experience. During his career, he has worked directly for municipalities, for a developer, and also as a consulting engineer. This varied resume has allowed Mr. Kinder to gain extensive experience in the realms of municipal civil engineering as well as land development engineering.

As a municipal civil engineer, Mr. Kinder has been involved in the design, permitting, construction, and grant administration of several types of public infrastructure projects, including street reconstruction, sanitary and storm sewer, watermain, park expansion, cemetery, and drainage projects. As a land development engineer, Mr. Kinder has experience with commercial, single and multi-family residential, institutional, medical, industrial, and educational projects. As a LEED Accredited Professional, Mr. Kinder has worked on several LEED certified projects.

Prior to joining Williams & Works, Mr. Kinder worked for 15 years for a mid-sized West Michigan engineering firm. During that time, he served as City Engineer for the City of Zeeland, was the project manager for several street reconstruction projects, and was also involved in the preparation street budgets, capital improvement plans, obtaining grant money, and reviewing site plans. He also worked on the design team for the Van Andel Center at the Grand Rapids Public Museum.

### Education

1979                      **Bachelor of Science: Civil Engineering**  
Michigan Technological University

### Civic and Professional Associations

American Society of Civil Engineers  
Michigan Society of Professional Engineers  
United States Green Building Council  
Michigan Sustainable Business Council

### Registrations and Certifications

Professional Engineer -- Michigan, Ohio  
Leadership in Energy and Environmental Design Accredited Professional (LEED AP)  
Storm Water Management for Construction Sites - Michigan - C13338  
Storm Water Management for Industrial Sites - Michigan - I08974  
Troxler, Nuclear Density Gauge



**STEVEN W.  
KINDER**

*P.E., LEED AP*  
stevekinder@comcast.net





# Playground and Park Design Examples

## Lake St. Clair Metropark Proposal

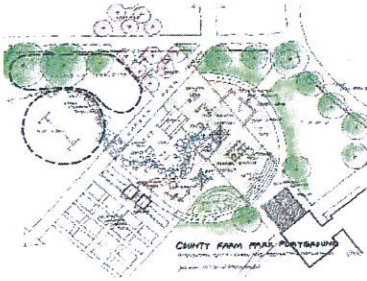
Huron-Clinton Metropolitan Authority



### COUNTY FARM PARK PLAYGROUND

Washtenaw County, Michigan

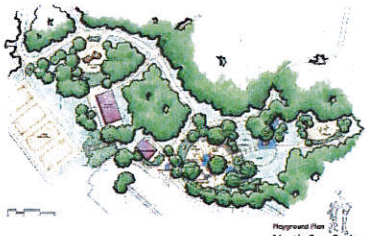
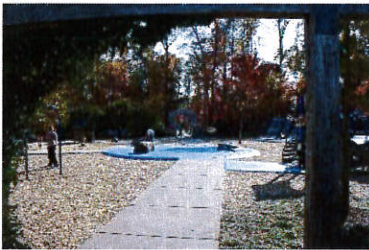
JHLE identified priorities and ideas of park users. Participants wanted the play area to be safe and easily supervised. They asked that natural play elements be incorporated into the design to complement the existing character of the park and to create an inspiring space for children. Connections to restrooms, parking, gardens, and existing circulation paths were also incorporated into the project. Farm-inspired play structures and toys provide active play opportunities that fit in with character of the site. Gathering spaces were designed to facilitate supervision and accommodate groups of different sizes to easily gather.



### NORTH CARY PARK

Cary, North Carolina

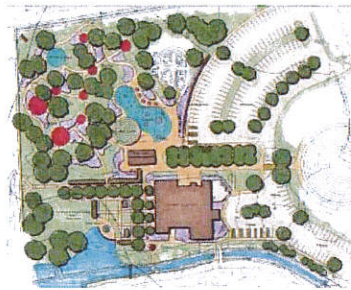
Winding trails and bridges across streams and ravines were used to provide universal access to all corners of the park. The park features an extensive play area for children and a bouldering facility for experienced climbers and beginners alike. The play areas have been developed as a series of rooms, with each room accentuated with lush, colorful plantings. Each room also is suited for different age groups. Slides were built to take advantage of the topography. Sand volleyball courts are separated from the play area by a picnic pavilion. From families with young children, to experienced climbers, to lunch time basketball games, this park is heavily used on a daily basis throughout the year.



# Playground and Park Design Examples

## Lake St. Clair Metropark Proposal

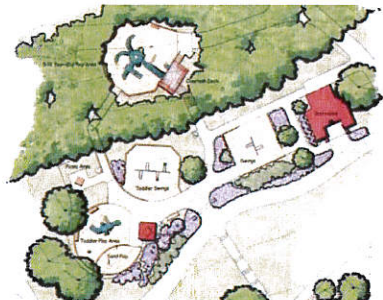
Huron-Clinton Metropolitan Authority



### **BROWNSTOWN CAMPUS & PARK**

*Brownstown Township, Michigan*

Park plans include softball and soccer facilities, an extensive play grove, a garden extension of the senior center, an event garden, a new event barn, an outdoor movie lawn, earth forms shaped for sledding, play, overlooks and aesthetic interest, tennis courts, a dog park, a neighborhood park play amenity, extensive trail systems, and a water park. The plan addresses measures to facilitate passive storm water management. The play grove has a large central grouping of play structures, a separate area for age 2-5 children, separate swing areas multiple opportunities for strolling, sitting and gathering.



### **SEARS FARM ROAD PARK**

*Cary, North Carolina*

This is a small neighborhood park that includes a number of unique features. The three major lawn areas are circular-shaped land sculptures. One is flat, one is mound-shaped and one is bowl-shaped. At the beginning of this sequence of ground forms is a circular bamboo court with a bog garden in its center. A wind-activated sculpture has been placed at the highest point in the park. Restored architectural ironwork frames the entrance to the children's playground. The park also includes picnic shelters, a basketball court, a network of paths and a variety of plantings. Play areas are separated by age groups.

# Playground and Park Design Examples

## Lake St. Clair Metropark Proposal

Huron-Clinton Metropolitan Authority



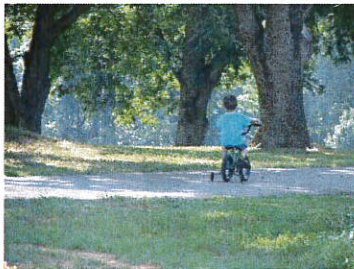
The Natural Playground  
at Chestnut Ridge

Winter 2005  
Work Prepared By: Mark Robinson

### CHESTNUT RIDGE CAMP & RETREAT

Efland, North Carolina

This play area for children is intended to be used for both spontaneous play and organized activities. The challenge was to give structure to play but to not structure play too rigidly. Playground features include tree houses set in a sugar cane jungle, a fairy hut village, a sound garden, a grotto, a fern glade maze, a mossy-floor hideaway, game courts, water gardens and numerous trails, tunnels and passageways.



### MANY PLAYGROUNDS & PARKS

JHLE and Mark Robinson have been designing parks for over 35 years. Effort is always made to connect play areas to their setting and to provide as unique an experience as opportunities allow. We also always look at ways to extend the opportunity "to play" beyond the boundaries of the playground so that children are encouraged to explore and engage the larger landscape.

September 9, 2014

**Cost Proposal**

To: Huron-Clinton Metropolitan Authority

Project: Lake St. Clair Metropark  
Play Area and West Trail Redevelopment

Fees: Steps 1 – 7 \$36,340  
Step 8 \$1,600  
Step 9 \$6,950

Total Fee: \$44,890

Optional Survey Fee: \$6,500

These fees include all work necessary to complete the Contract for professional services as described in the RFP and in this proposal. Expenses are included in these fees.

This proposal is a firm offer for a ninety (90) day period.

No preprinted contract forms attached. Standard AIA, ASLA or the Owner's forms will be sufficient for this project.

Mark Robinson is authorized to negotiate and contractually bind Johnson Hill Land Ethics Studio for this project. Mr. Robinson may be contacted as follows:

Mark Robinson, Principal, PLA  
Johnson Hill Land Ethics Studio  
516 East Washington Street  
Ann Arbor, MI 48104  
734.668.7416 (P)  
734.668.2525 (F)  
231.649.3879 (C)  
[mrobinson@jhle-studio.com](mailto:mrobinson@jhle-studio.com)



Mark Robinson September 9, 2014

**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners  
From: Gregory J. Almas, Interim Director  
Subject: Legislative Consultant Retainer Agreement  
Date: December 3, 2014

**Action Requested: Motion to Approve**

That the Board of Commissioners approve the retainer agreement with George Carr for legislative consulting services during the period of Jan. 1, 2013, through Dec. 31, 2014 as recommended by Interim Director Almas and staff.

**Background:** The current legislative consultant agreement with George Carr expires December 31, 2014. Mr. Carr, in correspondence addressed to Chairman La Belle, is requesting that the Metroparks enter into a new retainer agreement under the same terms, conditions and compensation as the current agreement for a two-year period beginning January 1, 2014 through December 31, 2016.

Mr. Carr's knowledge of the state political process and his network of contacts has been a benefit for the Metroparks and with continual turnover in the state legislature, as well as in state administrative departments, Mr. Carr's experience and contacts will continue to be beneficial to the Metroparks.

**Attachments: Consultant Letter  
Consultant Contract**



GEORGE M. CARR, P.C.

ATTORNEY AND COUNSELOR

327 SEYMOUR  
LANSING, MICHIGAN 48933

(517) 371-2577  
Fax (517) 482-8866  
gmcarr@carlawfirm.com

Mr. John E. LaBelle, Chairman

November 25, 2014

Huron-Clinton Metropolitan Authority

13000 High Ridge Drive

Brighton, MI 48114-9058

Dear Chairman LaBelle:

Representing the Huron-Clinton Metropark Authority for the ending two year Legislative session has been challenging and productive. I look forward to successfully completing several pending HCMA issues in the lame duck remainder of session.

When the new Legislature convenes for the 2015-16 session I would be pleased to continue representation of HCMA on state legislative and administrative matters on the same terms, compensation and conditions of our current Retainer Agreement. If agreeable to the Board, I look forward to working with HCMA Commissioners and professional staff to build on our past legislative support for the Authority.

Thank you for your past support. If you or the Acting Director have any questions or need additional information please do not hesitate to contact me.

Respectfully,



George M. Carr

George M. Carr PC





## **LEGISLATIVE CONSULTANT AGREEMENT**

---

THIS AGREEMENT, made and entered into this \_\_\_\_ day of December 2014, by and between George M. Carr P.C., a law firm and Michigan Professional Corporation with its principle office located at 327 Seymour, Lansing, Michigan 48933 (hereinafter called ATTORNEY) and The Huron-Clinton Metropolitan Authority with its administrative offices located at 13000 High Ridge Drive, Brighton, MI 48114 (hereinafter referred to as CLIENT).

1. ATTORNEY accepts retainer and agrees to provide the following services in the following order of priority to the CLIENT:
  - A. Monitoring of legislative and regulatory activities of the Michigan Legislature.
  - B. Monthly updates of business related legislative and administrative activities to alert CLIENT of possible issues affecting the CLIENT as requested.
  - C. The scope of this RETAINER AGREEMENT shall include lobbying as defined by Michigan Law and registration as a lobbyist agent for the CLIENT if required by state law or regulation. Legislative activity relating to amending state statues increasing license availability for the CLIENT shall not be within the scope of this Agreement unless agreed to in writing between the parties.
  - D. Develop and coordinate a state legislative information program into the CLIENT's local government program.
2. The file and work product materials of the CLIENT shall be maintained by ATTORNEY in Lansing, Michigan.
3. It is understood and agreed the Attorney's operations hereunder are those of an independent contractor, and that ATTORNEY has the authority to control and direct the performance of the details of the services to be rendered and performed and it is further agreed that Attorney's employees are not employees of CLIENT and the ATTORNEY is not, except as herein provided, subject to control by CLIENT.

### **COMPENSATION**

1. For and in consideration for such services, CLIENT agrees to pay ATTORNEY and ATTORNEY agrees to accept during the terms of this Agreement, the sum of Ninety Six (\$96,000.00) Thousand Dollars or \$4,000.00 per month due by the 15<sup>th</sup> of every month for 24 months commencing January 1, 2014.

### **COSTS AND EXPENSES**

1. It is understood and agreed that the compensation of \$4,000.00 per month includes usual and ordinary costs and expenses. Travel expenses at the request of CLIENT shall be assumed by CLIENT. If it develops that ATTORNEY shall be exposed to extraordinary costs

and expenses, then in the event, CLIENT shall assume and pay the same, providing the nature and circumstances thereof are disclosed to and approved by CLIENT prior to the time the same are incurred.

TERM OF AGREEMENT

1. The term of this Agreement shall be for the period beginning January 1, 2014 and ending December 31, 2016. Thereafter, the employment relationship shall continue from month to month on terms and conditions to be agreed upon by the parties hereto. Either party may terminate this Agreement without cause upon ninety (90) days' written notice to the other party.

NON-ASSIGNABILITY

1. This Agreement shall not be transferable or assignable by operation of law or otherwise.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

Attorney:  
George M. Carr, PC

Client:  
Huron Clinton Metropolitan Authority

By: \_\_\_\_\_  
George M. Carr, P.C.  
George M. Carr, President

By: \_\_\_\_\_  
Its Chairman  
John E. La Belle

By: \_\_\_\_\_  
Its Secretary  
Robert W. Marans

**HURON-CLINTON METROPARKS MONTHLY STATISTICS**

**November, 2014**

PARK	MONTHLY VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	11,377	12,511	13,789	-17%
Wolcott Mill	3,042	2,248	1,974	54%
Stony Creek	14,837	19,225	19,952	-26%
Indian Springs	2,622	2,723	3,313	-21%
Kensington	42,078	36,336	37,297	13%
Huron Meadows	2,721	3,312	3,862	-30%
Hudson Mills	8,202	10,072	11,752	-30%
Lower Huron	13,437	13,550	14,983	-10%
Willow	10,032	10,317	10,786	-7%
Oakwoods	2,337	2,550	2,776	-16%
Lake Erie	5,556	7,473	7,926	-30%
<b>Monthly TOTALS</b>	<b>116,241</b>	<b>120,317</b>	<b>128,411</b>	<b>-9%</b>

MONTHLY TOLL REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 9,768	\$ 8,380	\$ 22,577	-57%
\$ -	\$ -	\$ -	-
\$ 21,993	\$ 32,767	\$ 34,262	-36%
\$ 3,782	\$ 3,529	\$ 3,775	0%
\$ 31,474	\$ 28,202	\$ 25,334	24%
\$ 137	\$ 634	\$ 642	-79%
\$ 9,053	\$ 9,863	\$ 11,502	-21%
\$ 3,889	\$ 3,340	\$ 3,163	23%
\$ 392	\$ 1,530	\$ 1,010	-61%
\$ 1,703	\$ 1,405	\$ 1,232	38%
\$ 10,948	\$ 8,310	\$ 8,435	30%
<b>\$ 93,140</b>	<b>\$ 97,960</b>	<b>\$ 111,931</b>	<b>-17%</b>

PARK	Y-T-D VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	353,839	390,818	396,917	-11%
Wolcott Mill	48,701	44,639	37,168	31%
Stony Creek	494,179	524,935	500,061	-1%
Indian Springs	82,631	88,093	89,634	-8%
Kensington	715,766	702,764	724,896	-1%
Huron Meadows	85,986	82,396	83,790	3%
Hudson Mills	205,002	213,434	222,194	-8%
Lower Huron	258,957	265,339	287,762	-10%
Willow	191,706	184,671	179,641	7%
Oakwoods	34,190	33,235	33,719	1%
Lake Erie	150,930	175,785	185,669	-19%
<b>Monthly TOTALS</b>	<b>2,621,887</b>	<b>2,706,109</b>	<b>2,741,451</b>	<b>-4%</b>

Y-T-D TOLL REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 1,181,672	\$ 955,212	\$ 980,636	21%
\$ -	\$ -	\$ -	-
\$ 1,761,742	\$ 1,416,919	\$ 1,368,983	29%
\$ 230,501	\$ 198,770	\$ 188,191	22%
\$ 1,726,130	\$ 1,350,240	\$ 1,332,105	30%
\$ 73,339	\$ 55,325	\$ 49,844	47%
\$ 449,001	\$ 337,741	\$ 348,056	29%
\$ 512,701	\$ 406,795	\$ 445,288	15%
\$ 276,877	\$ 222,611	\$ 219,066	26%
\$ 37,496	\$ 32,410	\$ 30,757	22%
\$ 475,382	\$ 382,312	\$ 395,644	20%
<b>\$ 6,724,841</b>	<b>\$ 5,358,335</b>	<b>\$ 5,358,572</b>	<b>25%</b>

PARK	MONTHLY PARK REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	\$ 12,382	\$ 12,360	\$ 33,526	-63%
Wolcott Mill	\$ 25,747	\$ 29,573	\$ 25,013	3%
Stony Creek	\$ 38,989	\$ 50,868	\$ 57,674	-32%
Indian Springs	\$ 21,727	\$ 14,348	\$ 14,644	48%
Kensington	\$ 54,078	\$ 53,339	\$ 55,432	-2%
Huron Meadows	\$ 6,312	\$ 6,799	\$ 14,788	-57%
Hudson Mills	\$ 11,510	\$ 12,992	\$ 14,852	-23%
Lower Huron	\$ 5,744	\$ 4,895	\$ 5,167	11%
Willow	\$ 2,364	\$ 4,053	\$ 2,674	-12%
Oakwoods	\$ 5,228	\$ 3,726	\$ 4,099	28%
Lake Erie	\$ 15,553	\$ 12,577	\$ 15,960	-3%
<b>Y-T-D TOTALS</b>	<b>\$ 199,633</b>	<b>\$ 205,530</b>	<b>\$ 243,828</b>	<b>-18%</b>

Y-T-D PARK REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 1,673,042	\$ 1,449,272	\$ 1,572,338	-63%
\$ 514,538	\$ 513,601	\$ 499,118	3%
\$ 3,254,581	\$ 2,840,341	\$ 2,660,367	22%
\$ 997,292	\$ 884,920	\$ 834,362	20%
\$ 3,344,751	\$ 2,861,165	\$ 2,777,247	20%
\$ 768,680	\$ 665,607	\$ 701,815	10%
\$ 933,206	\$ 837,554	\$ 830,430	12%
\$ 1,450,786	\$ 1,282,360	\$ 1,454,787	0%
\$ 993,203	\$ 864,509	\$ 857,375	16%
\$ 64,941	\$ 57,462	\$ 52,932	23%
\$ 1,499,834	\$ 1,372,944	\$ 1,488,399	1%
<b>\$ 15,494,854</b>	<b>\$ 13,629,736</b>	<b>\$ 13,729,169</b>	<b>13%</b>

District	Y-T-D Vehicle Entries by Management Unit			
	Current	Previous	Prev 3 Yr Avg	Change
Eastern	896,719	960,392	934,146	-4%
Western	1,089,385	1,086,687	1,120,513	-3%
Southern	635,783	659,030	686,792	-7%

District	Y-T-D Total Revenue by Management Unit		
	Current	Previous	Prev 3 Yr Avg
Eastern	5,442,161	4,803,214	4,731,823
Western	6,043,929	5,249,246	5,143,854
Southern	4,008,764	3,577,275	3,853,492

GOLF THIS MONTH	MONTHLY ROUNDS			
	Current	Previous	Prev 3 Yr Avg	Change
Wolcott Mill	2	0	7	-71%
Stony Creek	225	663	896	-75%
Indian Springs	170	65	172	-1%
Kensington	237	640	774	-69%
Huron Meadows	245	363	703	-65%
Hudson Mills	24	0	0	-
Willow	28	42	39	-28%
Lake Erie	137	482	424	-68%
Total Regulation	1,068	2,255	3,014	-65%
LSC Par 3	14	18	61	-77%
L. Huron Par 3	0	0	56	-
<b>Total Golf</b>	<b>1,082</b>	<b>2,273</b>	<b>3,131</b>	<b>-65%</b>

MONTHLY REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 30	\$ -	\$ 138	-78%
\$ 4,867	\$ 10,089	\$ 15,224	-68%
\$ 3,658	\$ 1,095	\$ 3,240	13%
\$ 5,331	\$ 10,529	\$ 14,053	-62%
\$ 5,459	\$ 6,131	\$ 13,129	-58%
\$ 360	\$ -	\$ -	-
\$ 593	\$ 704	\$ 692	-14%
\$ 1,358	\$ 2,373	\$ 4,564	-70%
\$ 21,656	\$ 30,920	\$ 51,038	-58%
\$ 74	\$ 92	\$ 322	-77%
\$ -	\$ -	\$ 247	-
<b>\$ 21,730</b>	<b>\$ 31,012</b>	<b>\$ 51,607</b>	<b>-58%</b>

GOLF Y-T-D	GOLF ROUNDS Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change
Wolcott Mill	12,864	15,195	15,930	-19%
Stony Creek	29,367	34,887	33,553	-12%
Indian Springs	22,444	23,714	23,308	-4%
Kensington	26,255	30,761	31,489	-17%
Huron Meadows	21,585	23,468	24,652	-12%
Hudson Mills	14,786	16,166	14,629	1%
Willow	20,295	18,403	18,093	12%
Lake Erie	21,561	19,757	21,111	2%
Total Regulation	169,157	182,351	182,765	-7%
LSC Par 3	7,896	11,165	12,079	-35%
L. Huron Par 3	5,075	6,072	6,200	-18%
<b>Total Golf</b>	<b>182,128</b>	<b>199,588</b>	<b>201,044</b>	<b>-9%</b>

GOLF REVENUE Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change
\$ 259,442	\$ 286,155	\$ 312,032	-17%
\$ 749,912	\$ 843,712	\$ 799,603	-6%
\$ 539,254	\$ 551,787	\$ 533,078	1%
\$ 642,156	\$ 714,391	\$ 709,899	-10%
\$ 576,670	\$ 578,822	\$ 592,031	-3%
\$ 291,616	\$ 315,970	\$ 294,482	-1%
\$ 474,663	\$ 425,081	\$ 404,862	17%
\$ 457,978	\$ 433,141	\$ 459,018	0%
\$ 3,991,691	\$ 4,149,059	\$ 4,105,003	-3%
\$ 48,341	\$ 66,780	\$ 64,908	-26%
\$ 31,507	\$ 37,398	\$ 33,427	-6%
<b>\$ 4,071,539</b>	<b>\$ 4,253,237</b>	<b>\$ 4,203,338</b>	<b>-3%</b>

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	-
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-</b>

MONTHLY REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ -	\$ -	\$ 23	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ (0)	\$ -	\$ -	-
<b>\$ (0)</b>	<b>\$ -</b>	<b>\$ 23</b>	<b>-101%</b>

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	39,269	42,249	-7%
<b>TOTALS</b>	<b>228,370</b>	<b>232,791</b>	<b>281,053</b>	<b>-19%</b>

REVENUE Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change
\$ 160,356	\$ 153,032	\$ 167,415	-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%
<b>\$ 1,318,911</b>	<b>\$ 1,205,823</b>	<b>\$ 1,400,895</b>	<b>-6%</b>

PARK	Seasonal Activities this Month			
	Current	Previous	Prev 3 Yr Avg	Change
<b>Lake St. Clair</b>				
Welsh Center	0	5	7	-
Shelters	0	0	0	-
Boat Launches	27	31	56	-52%
Marina	0	0	0	-
Mini-Golf	0	0	0	-
<b>Wolcott</b>				
Activity Center	6	9	5	29%
<b>Stony Creek</b>				
Disc Golf Daily	15	413	695	-98%
Disc Golf Annual	0	0	0	-
Total Disc Golf	15	413	695	-98%
Shelters	11	8	11	-3%
Boat Rental	0	0	0	-
Boat Launches	4	0	8	-52%
<b>Indian Springs</b>				
Shelters	1	2	1	0%
Event Room	0	874	413	-
<b>Kensington</b>				
Disc Golf Daily	192	274	128	50%
Disc Golf Annual	0	1	0	-
Total Disc Golf	192	275	128	50%
Shelters	9	15	16	-45%
Boat Rental	0	0	0	-
<b>Huron Meadows</b>				
Shelters	0	0	1	-
Boat Rental	0	0	0	-
<b>Hudson Mills</b>				
Disc Golf Daily	236	251	413	-43%
Disc Golf Annual	2	0	1	50%
Total Disc Golf	238	251	415	-43%
Shelters	1	4	3	-70%
Canoe Rental	0	0	0	-
<b>Lower Huron / Willow / Oakwoods</b>				
LH Shelters	4	5	8	-50%
Willow Shelters	5	3	2	150%
<b>Lake Erie</b>				
Shelters	4	4	3	20%
Boat Launches	324	303	418	-22%
Marina	4	4	3	33%

Monthly Revenue			
Current	Previous	Prev 3 Yr Avg	Change
\$ 800	\$ 800	\$ 933	-14%
\$ 700	\$ 1,375	\$ 1,483	-53%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ 19	-
\$ 355	\$ 500	\$ 745	-52%
\$ 30	\$ 40	\$ 49	-39%
\$ -	\$ 30	\$ 10	-
\$ 30	\$ 70	\$ 59	-49%
\$ 2,200	\$ 1,700	\$ 1,767	25%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ 200	\$ 400	\$ 183	9%
\$ 4,400	\$ 5,200	\$ 4,200	5%
\$ 386	\$ 548	\$ 256	51%
\$ -	\$ 50	\$ 17	-
\$ 386	\$ 598	\$ 273	42%
\$ 1,925	\$ 3,350	\$ 3,117	-38%
\$ -	\$ 82	\$ 48	-
\$ -	\$ -	\$ 200	-
\$ -	\$ -	\$ -	-
\$ 472	\$ 502	\$ 827	-43%
\$ 100	\$ -	\$ 67	50%
\$ 572	\$ 502	\$ 893	-36%
\$ 200	\$ 800	\$ 583	-66%
\$ -	\$ -	\$ -	-
\$ 950	\$ 1,150	\$ 1,533	-38%
\$ 1,050	\$ 500	\$ 333	215%
\$ 800	\$ 900	\$ 683	17%
\$ -	\$ -	\$ -	-
\$ 379	\$ 400	\$ 257	48%

PARK	Seasonal Activities Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change
<b>Lake St. Clair</b>				
Welsh Center	42	61	80	-48%
Shelters	365	442	499	-27%
Boat Launches	5,786	6,793	6,895	-16%
Marina	3,314	2,770	3,226	3%
Mini-Golf	9,458	10,089	11,646	-19%
<b>Wolcott</b>				
Activity Center	100	92	93	8%
<b>Stony Creek</b>				
Disc Golf Daily	19,547	24,535	23,018	-15%
Disc Annual	54	88	81	-33%
Total Disc Golf	19,601	24,623	23,098	-15%
Shelters	380	474	474	-20%
Boat Rental	15,852	15,938	16,873	-6%
Boat Launches	1,907	1,750	2,122	-10%
<b>Indian Springs</b>				
Shelters	67	45	49	38%
Event Room	8,265	9,710	7,765	6%
<b>Kensington</b>				
Disc Golf Daily	28,771	31,889	28,527	1%
Disc Annual	96	121	111	-14%
Total Disc Golf	28,867	32,010	28,639	1%
Shelters	436	439	481	-9%
Boat Rental	18,442	15,428	14,079	31%
<b>Huron Meadows</b>				
Shelters	16	23	32	-49%
Boat Rental	471	342	364	29%
<b>Hudson Mills</b>				
Disc Golf Daily	915	13,216	15,067	-94%
Disc Annual	113	123	139	-19%
Total Disc Golf	1,028	13,339	15,206	-93%
Shelters	113	141	152	-26%
Canoe Rental	6,272	5,717	5,623	12%
<b>Lower Huron / Willow / Oakwoods</b>				
LH Shelters	201	255	272	-26%
Willow Shelters	116	129	146	-21%
<b>Lake Erie</b>				
Shelters	74	93	103	-28%
Boat Launches	12,235	15,510	16,342	-25%
Marina	87	74	76	14%

Seasonal Revenue Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change
\$ 13,750	\$ 18,150	\$ 32,458	-58%
\$ 67,415	\$ 78,605	\$ 71,761	-6%
\$ -	\$ -	\$ -	-
\$ 24,251	\$ 26,129	\$ 39,097	-38%
\$ 33,492	\$ 36,013	\$ 32,843	2%
\$ 18,155	\$ 15,010	\$ 20,637	-12%
\$ 39,086	\$ 42,826	\$ 43,129	-9%
\$ 2,550	\$ 3,560	\$ 3,673	-31%
\$ 41,636	\$ 46,386	\$ 46,802	-11%
\$ 76,110	\$ 89,430	\$ 78,120	-3%
\$ 134,198	\$ 136,586	\$ 139,592	-4%
\$ -	\$ -	\$ -	-
\$ 9,400	\$ 9,000	\$ 8,083	16%
\$ 64,382	\$ 73,819	\$ 59,008	9%
\$ 57,542	\$ 63,777	\$ 56,997	1%
\$ 4,478	\$ 5,458	\$ 5,262	-15%
\$ 62,020	\$ 69,235	\$ 62,259	0%
\$ 97,995	\$ 98,775	\$ 84,475	16%
\$ 212,756	\$ 184,403	\$ 164,554	29%
\$ 3,200	\$ 4,600	\$ 5,200	-38%
\$ 5,323	\$ 6,286	\$ 6,281	-15%
\$ 24,032	\$ 26,432	\$ 30,047	-20%
\$ 5,250	\$ 5,790	\$ 6,750	-22%
\$ 29,282	\$ 32,222	\$ 36,797	-20%
\$ 22,600	\$ 28,050	\$ 25,733	-12%
\$ 27,446	\$ 24,783	\$ 25,059	10%
\$ 46,525	\$ 53,450	\$ 47,300	-2%
\$ 24,350	\$ 25,850	\$ 24,513	-1%
\$ 16,700	\$ 16,950	\$ 17,000	-2%
\$ -	\$ -	\$ -	-
\$ 163,412	\$ 178,306	\$ 183,331	-11%

PARK	Winter Sports this Month			
	Current	Previous	Prev 3 Yr Avg	Change
<b>Lake St. Clair</b>				
XC Skiers	0	0	0	-
Ice Skaters	0	0	0	-
Sledders	0	0	0	-
Ice Fishermen	0	0	0	-
<b>Stony Creek</b>				
XC Skiers	10	0	0	-
Ice Skaters	0	0	0	-
Sledders	15	0	0	-
Ice Fishermen	0	0	0	-
<b>Indian Springs</b>				
XC Skiers	2	0	0	-
Sledders	10	0	0	-
<b>Kensington</b>				
XC Skiers	0	0	0	-
Ice Skaters	0	0	0	-
Sledders	0	0	0	-
Ice Fishermen	0	0	0	-
<b>Huron Meadows</b>				
XC Skiers	0	0	0	-
Ice Fishermen	0	0	0	-
<b>Hudson Mills</b>				
XC Skiers	0	0	0	-
<b>Lower Huron</b>				
Ice Skaters	0	0	0	-
<b>Willow</b>				
XC Skiers	0	0	0	-
Ice Fishing	0	0	0	-
Sledders	0	0	0	-
<b>Lake Erie</b>				
XC Skiers	0	0	0	-
Sledders	0	0	0	-
Fishing	0	0	0	-

Winter Sports Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change
103	46	84	23%
488	337	304	61%
525	0	0	-
5,609	7,421	5,502	2%
4,017	1,994	2,788	44%
0	1,066	764	-
4,046	6,929	4,555	-11%
748	835	896	-17%
273	258	270	1%
373	0	0	-
4,663	1,819	1,448	222%
1,204	564	755	60%
0	0	0	-
2,417	372	481	403%
8,060	3,866	3,106	159%
592	142	132	348%
3,325	400	1,172	184%
479	319	462	4%
570	146	296	92%
166	57	73	127%
2,900	1,592	1,810	60%
47	13	16	188%
140	48	73	92%
0	0	0	-

INTERPRETIVE FACILITIES								
PARK	Monthly Patrons Served				YTD Patrons Served			
	(total program participants and non-program visitors)				(total program participants and non-program visitors)			
	Current	Previous	Prev 3 Yr Avg	Change	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	4,418	5,463	4,969	-11%	120,259	115,420	137,065	-12%
Wolcott Mill	1,351	4,140	2,570	-47%	51,658	52,162	47,816	8%
Wolcott Farm	1,863	2,006	3,305	-44%	101,435	141,598	129,290	-22%
Stony Creek	9,941	11,566	13,460	-26%	144,453	149,315	172,521	-16%
Indian Springs	3,424	5,549	4,798	-29%	95,386	102,572	97,934	-3%
Kens NC	11,889	17,721	16,751	-29%	244,007	308,668	290,146	-16%
Kens Farm	3,658	3,721	2,655	38%	278,091	300,523	308,488	-10%
Mobile Center	840	965	1,091	-23%	22,382	24,186	24,653	-9%
Hudson Mills	2,799	3,716	3,345	-16%	43,088	41,163	42,846	1%
Oakwoods	13,629	9,674	13,109	4%	143,435	132,529	139,394	3%
Lake Erie	14,178	10,676	12,715	12%	143,719	139,714	147,274	-2%
Totals	67,990	75,197	78,768	-14%	1,387,913	1,507,850	1,537,427	-10%
PARK	Monthly Revenue				YTD Revenue			
	Current	Previous	Prev 3 Yr Avg	Change	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	\$ 881	\$ 1,658	\$ 1,011	-13%	\$ 18,145	\$ 19,674	\$ 16,352	11%
Wolcott Mill	\$ 285	\$ 115	\$ 342	-17%	\$ 13,074	\$ 8,467	\$ 10,434	25%
Wolcott Farm	\$ 1,420	\$ 1,786	\$ 1,557	-9%	\$ 50,002	\$ 54,708	\$ 46,624	7%
Wagon Rides	\$ 66	\$ -	\$ -	-	\$ 13,577	\$ 10,706	\$ 4,799	183%
Livestock/Produce	\$ 23,353	\$ 25,140	\$ 20,945	11%	\$ 72,910	\$ 72,534	\$ 72,801	0%
<b>FARM TOTAL</b>	<b>\$ 24,839</b>	<b>\$ 26,926</b>	<b>\$ 22,502</b>	<b>10%</b>	<b>\$ 136,489</b>	<b>\$ 137,948</b>	<b>\$ 124,223</b>	<b>10%</b>
Stony Creek	\$ 2,536	\$ 2,453	\$ 2,008	26%	\$ 24,607	\$ 29,079	\$ 29,337	-16%
Indian Springs	\$ 2,294	\$ 2,447	\$ 2,051	12%	\$ 37,945	\$ 40,994	\$ 37,450	1%
Kens NC	\$ 1,975	\$ 1,105	\$ 1,684	17%	\$ 25,132	\$ 25,170	\$ 20,457	23%
Kens Farm	\$ 5,721	\$ 4,373	\$ 4,994	15%	\$ 46,462	\$ 47,662	\$ 41,358	12%
Wagon Rides	\$ 606	\$ 530	\$ 1,322	-54%	\$ 33,909	\$ 31,191	\$ 33,393	2%
Livestock/Produce	\$ 122	\$ 623	\$ 519	-76%	\$ 20,448	\$ 16,116	\$ 16,581	23%
<b>FARM TOTAL</b>	<b>\$ 6,449</b>	<b>\$ 5,526</b>	<b>\$ 6,835</b>	<b>-6%</b>	<b>\$ 100,819</b>	<b>\$ 94,969</b>	<b>\$ 91,332</b>	<b>10%</b>
Mobile Center	\$ 1,257	\$ 2,333	\$ 2,209	-43%	\$ 19,026	\$ 20,348	\$ 17,798	7%
Hudson Mills	\$ 537	\$ 798	\$ 925	-42%	\$ 12,490	\$ 15,823	\$ 15,797	-21%
Oakwoods	\$ 1,934	\$ 2,321	\$ 2,741	-29%	\$ 21,430	\$ 21,054	\$ 20,039	7%
Lake Erie	\$ 824	\$ 531	\$ 1,135	-27%	\$ 6,755	\$ 10,584	\$ 10,190	-34%
Totals	\$ 43,811	\$ 46,213	\$ 43,442	1%	\$ 415,912	\$ 424,110	\$ 393,409	6%



BREAKDOWN OF ATTENDANCE	ON-SITE Programs and Attendance			
	CURRENT YEAR		PREVIOUS YEAR	
	Programs	Attendance	Programs	Attendance
Lake St Clair	20	467	35	946
Wolcott Mill	1	25	5	136
Wolcott Farm	7	205	17	521
Stony Creek	23	810	37	1,351
Indian Springs	38	809	56	1,346
Kens NC	21	801	44	1,358
Kens Farm	28	202	32	180
Mobile Center				
Hudson Mills	3	134	8	216
Oakwoods	33	782	54	1,319
Lake Erie	24	598	13	276
<b>Totals</b>	<b>198</b>	<b>4,833</b>	<b>301</b>	<b>7,649</b>

OFF-SITE Programs and Attendance			
CURRENT YEAR		PREVIOUS YEAR	
Programs	Attendance	Programs	Attendance
1	24	7	389
-	-	1	2,000
1	500	1	82
1	86	6	444
4	116	3	90
-	-	-	-
-	-	-	-
33	840	41	965
5	165	-	-
2	150	3	108
1	100	7	275
<b>48</b>	<b>1,981</b>	<b>69</b>	<b>4,353</b>

BREAKDOWN OF ATTENDANCE	OTHER VISITORS (Non-programs)	
	Current	Previous
Lake St Clair	3,927	4,128
Wolcott Mill	1,326	2,004
Wolcott Farm	1,158	1,403
Stony Creek	9,045	9,771
Indian Springs	2,499	4,113
Kens NC	11,088	16,363
Kens Farm	3,456	3,541
Mobile Center		
Hudson Mills	2,500	3,500
Oakwoods	12,697	8,247
Lake Erie	13,480	10,125
<b>Totals</b>	<b>61,176</b>	<b>63,195</b>

"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.