

AGENDA
Huron-Clinton Metropolitan Authority
Board of Commission Meeting
February 11, 2016 – 10:30 a.m.
Administrative Office

1. Chairman's Statement
2. Public Participation
3. Minutes – January 14, 2016 Regular Meeting
4. Approval – February 11, 2016 Full Agenda

Consent Agenda

5. **Approval – February 11, 2016 Consent Agenda**
 - a. Purchases
 1. Staff Vehicle **pg. 1**
 2. Interpretive Vehicles **pg. 3**
 3. Police Equipment Install **pg. 5**
 - b. Update – Purchases over \$10,000 **pg. 7**
 - c. Approval – TIFA Exemptions
 1. City of Oak Park Corridor Improvement Authority Development and TIF Plans **pg. 9**
 - d. Approval – MMRMA Member Self Insured Retention Fund Payment **pg. 13**
 - e. Approval – Underground Storage Tank Coverage Addition **pg. 15**

Regular Agenda

6. Legislative Report **pg. 17**
7. **Reports**
 - A. *Lake St. Clair Metropark*
 1. Bids – Boat Launch Skid Pier Replacement **pg. 19**
 - B. *Stony Creek Metropark*
 1. Bids – Golf Course Cart Path **pg. 23**
 - C. *Administrative Office*
 1. Bids – Swing Set Replacements, various parks **pg. 31**
 2. Approval – Adventure Course Vendor Agreement **pg. 37**
8. Other Business
 1. Detroit Partnership **pg. 103**
9. Staff Officer Update
10. Commissioner Comments
11. Motion to Adjourn

A combined Pension Committee and Retiree Health Care Trust meeting
will take place prior to the Board meeting
Thursday, Feb. 11, 2016 – 9:00 a.m.
Administrative Office

The next regular Board of Commissioners meeting will take place
Thursday, March 10, 2016 – 10:30 a.m.
Hudson Mills Metropark Activity Center



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Maria van Rooijen, Senior Buyer
Project No: RFP-16-011 Macomb County Bid 12-07
Project Title: Staff Vehicle
Location: Administrative Office, Livingston County
Date: February 2, 2016

Action Requested: Motion to Approve

That the Board of Commissioners' (1) approve the purchase of one (1) 2016 Ford Edge in the amount of \$34,424 from Signature Ford, Owosso, Michigan the low responsive, responsible bidder for Macomb County Vehicle Bid 12-047; and (2) approve a transfer of funds within the Capital Equipment accounts to cover the \$4,424 over budget amount as recommended by Senior Buyer Maria van Rooijen and staff.

Fiscal Impact: Vehicle was budgeted in the 2016 Capital Equipment account. However, the item is over budget by \$4,424.

Scope of Work: Furnish and deliver one (1) 2016 Ford Edge.

Background: This vehicle replaces one of the two administrative staff vehicles that were assigned to park staff.

A price comparison is by done comparing state, local and counties police and/or vehicle cooperative contracts. Signature Ford has both state and county vehicle contracts.

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Signature Ford	Owosso	\$34,424.00



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Maria van Rooijen, Senior Buyer
Project No: RFP-16-011 Macomb County Bid 12-07
Project Title: Interpretive Mobile Outreach Vehicles
Location: Lower Huron and Stony Creek Metroparks, Wayne and Macomb Counties
Date: February 2, 2016

Action Requested: Motion to Approve

That the Board of Commissioners' (1) approve the purchase of two (2) 2016 Ford Transit 250 Vans in the amount of \$71,328 from Signature Ford, Owosso, Michigan the low responsive, responsible bidder for Macomb County Vehicle Bid 12-047; and (2) approve the transfer of funds within the Capital Equipment accounts to cover the \$6,328 over budget amount as recommended by Senior Buyer Maria van Rooijen and staff.

Fiscal Impact: One vehicle is budgeted in the 2016 Capital Equipment Budget and one is not budgeted. The purchase is \$6,328 over budget. The cost of each van is \$35,664.

Scope of Work: Furnish and deliver two (2) 2016 Ford Transit 250 Vans and install partitions and accessories to showcase interpreters display units.

Background: In 2016, staff budgeted \$65,000 to purchase a Mercedes Benz Sprinter Van, for the Interpretive Department. The cost for the budgeted van was consistent with the previous van that was purchased several years ago.

At the Jan. 14, 2016 Board meeting, Manager of Interpretive Services Jennifer Hollenbeck, provided the board an update on the restructuring of the Interpretive Department, which included the creation of three new community outreach positions within the existing budget.

With the addition of these new outreach positions, transportation would be needed for staff to travel throughout the various districts in order to connect with various communities.

Staff was asked to see if there were any alternative vehicles available at a lower price. As a result, staff found that Ford recently added a Transit Van to their fleet at a cost of \$35,664. This reduced cost, will allow staff to purchase two vehicles. The total cost for both vehicles equals \$71,328, which puts this over budget by \$6,328. A transfer can be made out of the Capital Equipment account to cover the over budget amount.

The Western District already has a van assigned to it. This purchase, if approved, would allow staff to assign a van in the Eastern and Southern District respectfully.

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Signature Ford	Owosso	\$71,328.00



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Maria van Rooijen, Senior Buyer
 Project No: RFQ-16-016
 Project Title: Police Equipment Install
 Location: All Parks
 Date: February 2, 2016

Action Requested: Motion to Approve

That the Board of Commissioners' (1) award RFQ-16-016 to the low responsive, responsible bidder Cruisers in the amount of \$129,652; and (2) approve a transfer of funds from the Capital Equipment account to all Park Operation accounts to cover the \$14,152 over budget amount as recommended by Senior Buyer Maria van Rooijen, Police Department and staff.

Fiscal Impact: This is a budgeted item; however, it is over budget by \$14,152.

Scope of Work: Provide equipment and labor to completely outfit 14 new police vehicles with necessary equipment and lighting packages as well as remove equipment from 14 vehicles. In addition, all vehicles will have laptops installed.

Background: Due to the variance in pricing and deviations from stated equipment, Cynergy Wireless and Canfield Police Equipment was not selected. Cynergy and Canfield could only provide approximate start dates with limited production due to limited parts availability.

Cruisers is the desired installer due to identical items/brands installed on current 2015 police vehicle installations, availability of parts, past track record, quality work and working closely with Metroparks staff.

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Cruisers	Brighton	\$129,652.00
Cynergy Wireless	Troy	\$100,959.36
RAS Engineering, LLC	Livonia	\$140,146.00
Canfield Equipment	Warren	\$193,264.64



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: George Phifer, Director
 Subject: Update – Purchases over \$10,000
 Date: February 2, 2016

Action Requested: Motion to Receive and File

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

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

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

<u>Vendor</u>	<u>Description</u>	<u>Price</u>
SBD Commercial Interiors	Administrative Office Reception Area Renovation	\$17,542
Signature Ford	Transit Connect Van for Marketing Department	\$23,046



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: George Phifer, Director
Subject: Exemption of Taxes Subject to Capture
Date: February 2, 2016

Action Requested: Motion to Approve Resolution

That the Board of Commissioners' approve the attached resolution and direct staff to file the resolutions in accordance with the applicable statutes governing the tax increment authorities as recommended by Director Phifer and staff.

Attachment: Resolution

1. City of Oak Park Corridor Improvement Development and Tax Increment Financing Plans

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

**Response to the City of Oak Park Proposed Adoption
of the newly created
Corridor Improvement Authority Development and Tax Increment Financing Plans**

RESOLUTION EXEMPTING AD VALOREM PROPERTY TAXES FROM CAPTURE

Upon motion made by Commissioner _____

Supported by Commissioner _____

AT A MEETING OF THE BOARD OF COMMISSIONERS OF THE HURON-CLINTON METROPOLITAN AUTHORITY HELD ON **FEBRUARY 11, 2016**, THE BOARD ADOPTED A RESOLUTION:

WHEREAS, the City of Oak Park, County of Oakland, Michigan (the "Municipality"), pursuant to Act 280, Public Acts of Michigan, 2005, as amended ("Act 280"), MCL 125.2871 et.seq. has established a Corridor Improvement Authority (the "TIF Entity") and proposes to adopt a development and tax increment financing plan; and

WHEREAS, the Municipality held a public hearing on the proposed development and tax increment financing plan for the TIF Entity on January 19, 2016; and

WHEREAS, ad valorem property taxes levied by the Huron-Clinton Metropolitan Authority (the "Authority") are subject to capture under the proposed development and tax increment financing plan; and

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

WHEREAS, the Board of Commissioners of the Authority reserve the right to preserve and protect the Authority's tax base across its five-county region; and

WHEREAS, the Board of Commissioners has authorized staff to pursue the avoidance of tax capture by tax increment financing entities to protect the Authority's tax base; and

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. The Authority hereby exempts its ad valorem taxes from capture by the TIF Entity.
2. The Recording Secretary shall immediately file a copy of this resolution with the Clerk of the Municipality.
3. This Resolution shall take immediate effect and shall remain effective until a copy of a resolution rescinding that resolution is filed with that clerk.
4. Any resolutions or parts of resolutions which conflict with this resolution are repealed and rescinded to the extent of such conflict.

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 February 11, 2016.

George Phifer, Director

**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners
From: Rebecca Franchock, Controller
Subject: Approval – MMRMA Member Self Insured Retention Fund Payment
Date: February 2, 2016

Action Requested: Motion to Approve

That the Board of Commissioners' approve the payment in the amount of \$100,000 to the Metroparks Michigan Municipal Risk Management Authority Member's Self Insured Retention (SIR) Fund as required by the Member Financial Responsibilities Policy governing document as recommended by Controller Franchock and staff.

Background: The Metroparks have been members of the Michigan Municipal Risk Management Authority (MMRMA) since December 2012. The Member Financial Responsibilities Policy governing document requires that every Member's Retention Fund Balance equal, at a minimum 50 percent of their Reported Reserves within the Members Self Insured Retention (SIR) Fund at all times.

As of Jan. 12, 2016, the Metroparks Reported Reserves was at \$123,071.21. The current balance of funds on deposit equaled \$66,555.10. The required minimum is 50 percent of the Reported Reserve or \$61,535.61.

Although this level of funds on deposit meets the minimum it is insufficient to cover any additional charges to the fund, such as payment of Special Legal Services, deductibles, or self-insured amounts on future claims. As a result, the Metroparks have been invoiced for a payment of \$100,000 to increase the amount of funds available to cover these expenditures.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Rebecca Franchock, Controller
 Subject: Approval – Underground Storage Tank Coverage Addition
 Date: February 2, 2016

Action Requested: Motion to Approve

That the Board of Commissioners' authorize staff to bind coverage with Action Advantage Group for an additional location (Lower Huron Service Yard) for the remainder of the current term through April 23, 2016 at an additional premium amount of \$700 as recommended by Controller Franchock.

Fiscal Impact: The item is budgeted and funds are available in the Lower Huron Operations account.

Background: In January 2013, the Metroparks were unable to obtain coverage on the tank at Lower Huron Metropark and three other locations as they were scheduled to be removed and replaced with an AST. This required the Metroparks to obtain self-insurance through the state of Michigan. The state program requires the Metroparks maintain a \$1 million line of credit, and the cost of this line of credit requires that we maintain \$1 million in a Comerica non-interest bearing account and pay a \$5,000 fee for the line of credit.

Type	Product	Capacity	Configuration	Construction	Year Built	MI Reg. No	Comments
UST	No Lead	4,000	Single Tank	Double Wall FRP	1989	14929-6	Converted to single wall classification via interstitial brine
UST	Diesel	2,500	Single Tank	Double Wall FRP	1989	14929-7	Converted to single wall classification via interstitial brine
UST	No Lead	1,000	Single Tank	Double Wall FRP	1989	14929-8	Converted to single wall classification via interstitial brine

Adding this location to the current policy is estimated to add \$3,800 annually to the cost of coverage. However, this is less than the fee for the line of credit and eliminates the need to self-insure that tank.

GEORGE M. CARR, P.C.

ATTORNEY AND COUNSELOR

121 W. ALLEGAN
LANSING, MICHIGAN 48933

(517) 371-2577
Fax (517) 482-9934
gmcarr@carrlawfirm.com

Mr. John Hertel, Chairman
Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
Brighton, Michigan 48114-9058

February 2, 2016

Dear Chairman Hertel:

The City of Flint water problem continues to overshadow nearly every legislative and regulatory issue in Lansing. The situation continues to fester and compound with additional revelations surfacing almost daily. The federal government continues to delay and deny substantive assistance to Flint and, to date no lead water service lines have been replaced. The current state approach is for the Flint residents to effectively “shelter in place” with bottled water and kitchen faucet filters. The apparent strategy is to treat the Detroit sourced municipal drinking water with additional compounds and chemicals in an attempt to restore a protective coating in the lead pipes.

A major problem with this strategy is that it requires the continued use of Flint water by residents while the chemical process reacts with the lead pipes. Unfortunately for the Flint residents some of the water filters are apparently overwhelmed by the high residual lead levels. Some of the reported post filter readings remain over 600 times the acceptable EPA action levels.

While the Flint water emergency plays out reports are beginning to surface that over 20 other Michigan municipalities also have elevated lead levels in their municipal water systems. The state’s financial exposure in Flint and other communities has not escaped Wall Street. Financial rating agencies are now reevaluating the state’s credit rating in light of the potential drain on state revenues.

Just when the Snyder Administration began to implement their Flint strategy the first lawsuits began. While the litigation was expected, the announcement by the Attorney General to not defend seven MDEQ employee defendants has had a devastating impact on the state employees left working on Flint fix. Without legal defense from the AG the seven current and former MDEQ employees must retain and pay private attorneys for their legal defense. The remaining MDEQ employees are naturally asking “Am I next?” Not the atmosphere for bold decision making within the MDEQ.

All eyes are on the Governor and his upcoming proposed state budget. Michigan has effectively transitioned from an economic recovery to a ballooning infrastructure challenge. When added to Flint water fix the Detroit Public Schools financial demands on

the state budget the legislative debate may well extend into summer. We will continue to monitor and engage as the various proposals impact legislation affecting the Authority.

Respectfully submitted,



George M. Carr



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Mike Brahm-Henkel, Manager of Engineering
 Project No: 702-16-277
 Project Title: Bids – Boat Launch Skid Pier Replacement
 Project Type: Major Maintenance
 Location: Lake St. Clair Metropark, Macomb County
 Date: February 2, 2016

Quotes Received: January 22, 2016

Action Requested: Motion to Approve

That the Board of Commissioners' award Contract No. 702-16-277 to the low responsive, responsible bidder, Michigan Recreational Construction in the amount of \$44,574 as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

Fiscal Impact: The project is under budget by \$5,426.

Scope of Work: Work to include furnishing all labor, equipment, and materials necessary for removal, disposal, transporting, offloading, and replacement of three 44-foot long and 5-foot wide steel fabricated skid piers for the boat launch and day sail area at Lake St. Clair Metropark. The three remaining piers are deteriorated and in need of replacement. This will complete the pier replacements at Lake St. Clair. Two piers were replaced last year at the boat launch site.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Michigan Recreational Construction	Howell	\$44,574.00
Dean Marine and Excavating	Mt. Clemens	\$51,300.00
Vertex Steel, Inc.	Milford	\$64,260.00
Vulcanmasters Welding Company, Inc.	Detroit	\$72,333.00
Budget Amount for Contract Services and Administration		\$50,000.00
Work Order Amount		
Contract Amount- Michigan Recreational Construction		\$ 44,574.00
Contract Administration		\$ 1,000.00
Total Proposed Work Order Amount (Rounded)		\$ 45,574.00

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

Attachment: Example of Skid Pier





HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Mike Brahm-Henkel, Manager of Engineering
Project No: 709-15-013
Project Title: Approval – Cart Path Resurfacing Contract Termination
Project Type: Major Maintenance
Location: Stony Creek Metropark Golf Course
Date: February 2, 2016

Action Requested: Motion to approve

That the Board of Commissioners' (1) approve terminating the existing contract with Pavex Paving, Inc.; and (2) authorize staff to develop a new project proposal that would reflect the necessary changes on the Scope of Work as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

Fiscal Impact: Total amount of the contract completed to date is \$94,245.76. The Board approved contract amount is \$455,528.80. However, extra items including: \$678 for geometric materials and \$1749 for subgrade undercutting brought the total contract amount to \$457,955.80.

Background: Contract 709-15-013 for \$455,528.80 was approved at the Oct. 8, 2015 Board meeting to have a contractor overlay and reconstruct the Stony Creek Golf Course cart paths.

Stony Creek Golf Course was privately owned and operated before the Metroparks purchased the property in 2007. The original six-foot cart paths are one to 2.5 inches thick and constructed on an unstable base of clay soil that lies just below the turf. With the exception of a few higher elevated areas that contain sandy soil, the paths have no foundation to support construction equipment, which has led to the paths crumbling and falling apart. A minimum 7-foot wide and 6 to 8 inch deep aggregate base is necessary to support the wheel load of the trucks and paving equipment. Numerous attempts have been made to complete the work, but were unsuccessful due to poor drainage and the clay soil.

Moving forward, it would be advantageous to rebid the project with a change in the scope of work, which would address drainage, use of geotechnical reinforcement, base excavation and placing base aggregate under the paths. Currently, three holes are completed, two holes are in progress but need more base repairs and 13 holes have not been started.

Attachment: Photos of Stony Creek Golf Course Cart Path Damage

Stony Creek Golf Course Cart Path Damage









HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Nina Kelly, Manager of Planning
 Subject: RFP 900-16-009
 Project Title: Bids – Swing Set Replacements
 Location: Lake Erie, Willow, Delhi and Kensington Metroparks
 Date: February 2, 2016

Bids Opened: January 28, 2016 at 9:00 a.m.

Action Requested: Motion to Approve

That the Board of Commissioners' accept the proposal from Michigan Recreational Construction, Inc. the low responsive, responsible bidder for \$68,488.00 to replace twelve (12) swing sets as recommended by Manager of Planning Nina Kelly and staff.

Fiscal Impact: This project was not budgeted for any park in 2016. However, under Capital Improvements for Kensington, Wolcott Mill, and Lower Huron, the 2016 budget includes \$11,800 per park for "Utilities for High Ropes Course." These line items were originally added to cover potential expenses that may have been necessary if the Metroparks were to have received a proposal for building a high ropes course in these three parks. The proposal received, instead focuses on Stony Creek in 2016. Should these funds (totaling \$35,400) be used toward the Swing Replacement project, an additional \$33,088 will need to be transferred from the Fund Balance to cover the remaining cost.

Background: In late August 2015, one of the Certified Playground Safety Inspectors in the Western District discovered that multiple Game Time swing sets at Kensington exhibited worn/corroded/rusted attachment points on the upright support posts. Staff anticipated that several of these same issues would be found elsewhere in the Metroparks system.

At the fall 2015 Safety Committee meeting, a Playground Task Force was formed to study all safety-related issues pertaining to playgrounds. At its December 2015 meeting, the Playground Task Force recommended that all Game Time swing sets, regardless of park location, should be replaced by a contractor in spring 2016. Twelve swing sets were identified at the following parks: Lake Erie (2), Willow (2), Lower Huron (3), Delhi (1) and Kensington (4).

After further inquiry with Game Time, staff learned the company no longer manufactures this design due to issues with the top rail and associated hardware. Retrofit kits were delivered to Kensington to address the top rail issue, but the posts would still need to be replaced at a cost to the Metroparks.

Planning and Human Resources staff are working to assemble and submit a Risk Avoidance Program (RAP) grant application to the Michigan Municipal Risk Management Authority (MMRMA) for \$37,000 to offset some of the unbudgeted cost of this project.

Attachment: Damaged Swing Set Photos

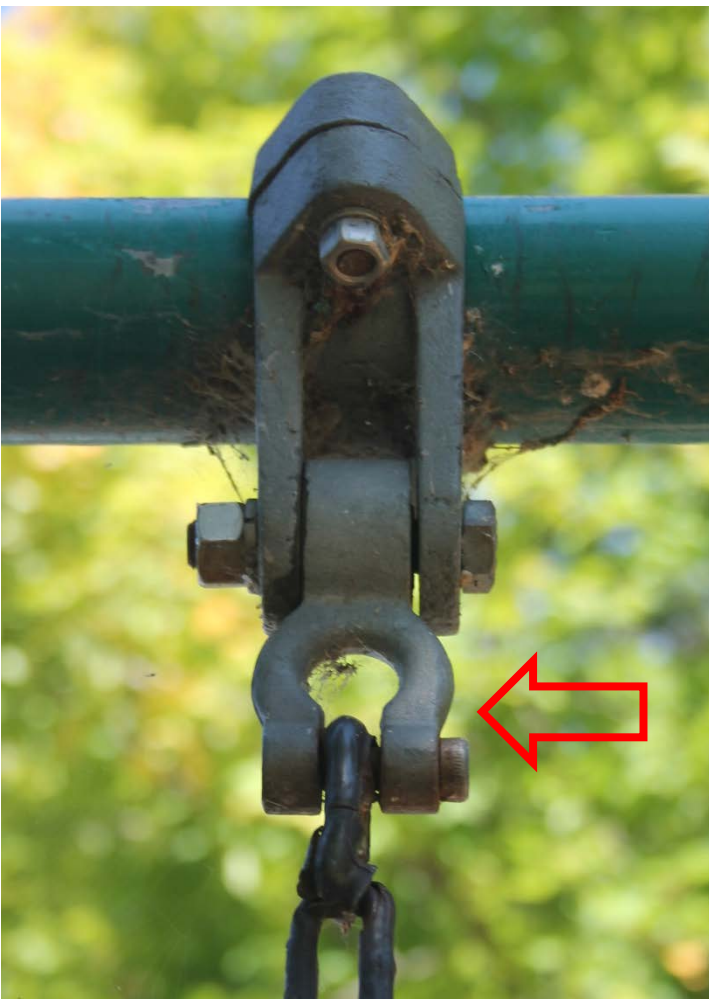


The holes are rusting and have elongated to the point they can be seen beyond the mounting brackets.





GameTime no longer sells this swing design with 3 bays. They indicated there was concern about the amount of force that could be generated with 6 swings moving at the same time. They now limit the number of bays to 2.



Notes from an MMRMA safety inspection at Delhi Metropark indicated “The swing brackets are rusted as may be the structure post as well. Inspect the structure post brackets and seat connectors for rust and wear. Replace where needed.” Staff found this to be true of most of the GameTime single post swing designs. The findings illustrated in these photos have resulted in the decision to replace this brand and style of swing instead of making all of the recommended replacements.

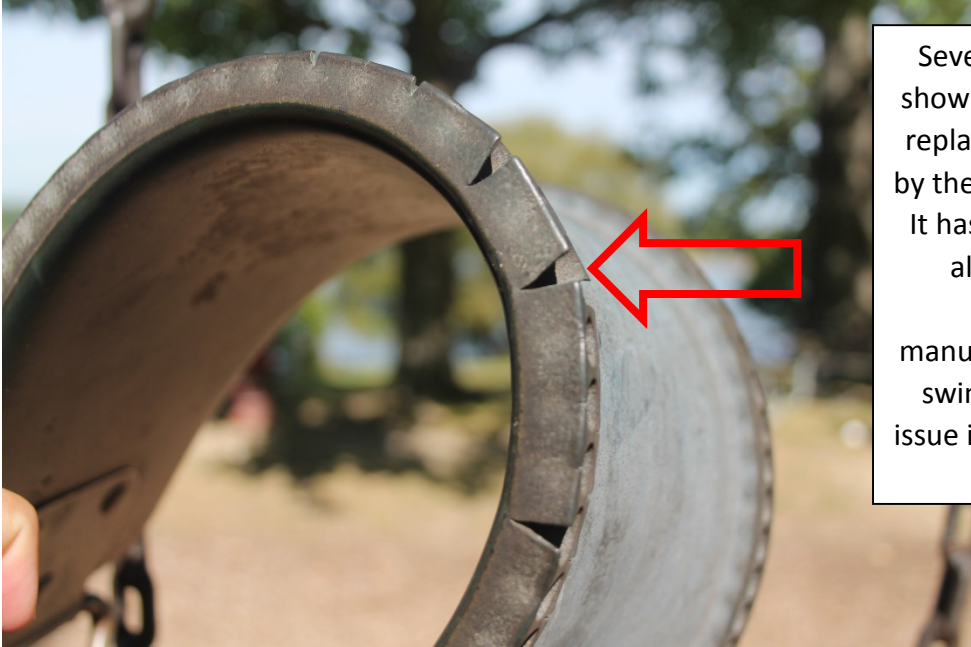
GameTime has changed the design of the clevis hardware. They considered the large opening a “crush shear” hazard. They have recommended replacement of this style of clevis. New designs are smaller and reduce the chance of a finger getting caught in the opening.



Coated swing chain is showing plenty of wear and makes inspections of the swing chain difficult. The new swing chain will not be coated in plastic.



Several of the swing seats are showing rust and wear. The wear on this attachment bracket can cause injury. A different style of swing attachment has been selected.



Several of the swing seats are showing wear. Many have been replaced and were not supplied by the same swing manufacturer. It has been recommended that all swing components be supplied by a single manufacturer and that mixing of swing parts could become an issue if we were to have an injury and lawsuit.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Jennifer Hollenbeck, Interpretive Services Manager
 Project No: 15-035
 Project Title: Approval – Adventure Course Vendor Agreement
 Location: Stony Creek Metropark, Macomb County
 Date: February 2, 2016

Action Requested: Motion to Approve

That the Board of Commissioners' approve contract No.15-035 to the low responsive, responsible bidder Adventure Forest, LLC, Go Ape! as recommended by Interpretive Services Manager Jennifer Hollenbeck and staff.

Fiscal Impact: This project was budgeted. However, the anticipated revenue was unbudgeted as staff needed to discuss and negotiate the terms of the contract. Staff estimates in 2016, a \$12,000 net operating revenue on the Fund Balance with a potential of increased revenue on commission. Over a 10-year period, net minimum payment revenue for the course will total \$189,500. Additional revenue will be based on a percent of commission per year (see chart below).

Minimum Payment to HCMA

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3 +</u>
Stony Creek Metropark	\$12,000	\$17,500	\$20,000

Percentage Commission per Year	
Up to \$800,000	3%
\$800,001 up to \$900,000	4%
\$900,0001 up to \$1,000,000	5%
\$1,000,001 up to \$1,200,000	6%
\$1,200,001 up to \$1,500,000	7%

Background: Staff presented the Adventure Rope Course to the Board at the July 9, 2015 meeting, which the Board authorized staff to move forward with an RFP.

Adventure Forest, LLC, Go Ape! Was the only vendor to submit a proposal. The vendor will perform the planning, design, construction and management of an aerial or "high" ropes adventure course for the purpose of providing two to three hours of outdoor recreation. Stony Creek Metropark has a captured audience and this activity will offer another element while the visitors are at the parks. The Metroparks will not be responsible for any costs related to the development of this course.

There are site requirements for sustainability and staff identified that Stony Creek Metropark met these requirements. Based on staff research and site requirements, the vendor needs a footprint of approximately five to seven acres with trees averaging eight inches in diameter.

Adventure Forest, LLC, Go Ape! will use the existing parking lot and restrooms. As the process moves forward, staff will be cognizant of safeguarding and protecting natural features and the health of the trees.

Miller Canfield has reviewed and approved the contract.

Attachment: Adventure Forest, LLC Go Ape! Contract

SERVICES AGREEMENT
BETWEEN
HURON-CLINTON METROPOLITAN AUTHORITY
AND
GO APE STONY CREEK, GO APE
AGREEMENT EXPIRATION DATE: DECEMBER 31, 2025

This Services Agreement (the “Agreement”) made this ____ day of February, 2016 between the Huron-Clinton Metropolitan (“HCMA”), a Michigan public body corporate, whose address is 13000 High Ridge Drive, Brighton, Michigan 48114 (“HCMA”), and Go Ape Stony Creek LLC, a Michigan limited liability company authorized to conduct business in the State of Michigan, whose address is 241 East 4th Street, Suite 105, Frederick, Maryland 21701 (“Contractor”). In this Agreement, either the Contractor or HCMA may be referred to individually as a “Party” or collectively as the “Parties”.

WHEREAS, HCMA desires to retain the Contractor to provide certain services as described herein upon the terms and conditions set forth herein and the Contractor is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **CONTACTS.** The following individuals shall be primarily responsible for the administration of this Agreement. The addresses and telephone numbers shall be used for all notices required under the Agreement.

a. HCMA
Huron-Clinton Metropolitan Authority
George Phifer
13000 High Ridge Drive
Brighton, MI 48114
Tel: 810.494.6046
Fax: 810.227.8610

b. Contractor
Go Ape Stony Creek, LLC
Chris Swallow
241 East 4th Street, Ste. 105
Frederick, MD 21701
415-553-0769
chris.swallow@goape.com

2. SCOPE OF CONTRACTOR'S SERVICES

Contractor shall design, build, and operate its Treetop Adventure Course (which may include zip lines) (individually and collective, a “Course”) at Stony Creek Metropark 4300 Main Park Rd., Shelby Township, MI 48316 (“Stony Creek Park”), and Kensington Metropark 2240 W. Buno Rd., Milford, MI 48380 (“Kensington Park”, which together with Stony Creek Park are hereinafter collectively referred to as the “Park”) as generally described in this Section and in Exhibits B, C, and D, attached hereto (the “Services”). Notwithstanding anything herein to the contrary, the Contractor is not required to build a Course at Kensington Park in the event that the Contractor determines in its sole, reasonable discretion that the Treetop Adventure Course at Stony Creek Park is not commercially successful. Contractor may erect and operate a Course as generally shown on Exhibit B. The location for such Course at the Park shall be mutually

agreed upon between the Parties and shall be referred to as the “Facilities”. HCMA hereby grants the Contractor the exclusive right to design, build and operate a Course at Stony Creek Park, and Kensington Park if Contractor elects to design, build and a Course at Kensington Park, upon HCMA plan approval. A plan is defined as any changes made to or construction on existing Park property necessary or convenient to design, build and construct the Course or otherwise perform the Services, including, but not limited to Facility boundaries, structure location, activity areas, trails both ingress and egress, enclosures, and tree removal within activity boundaries. In the event Contractor elects not to design, build and operate a Course at Kensington Park, such election shall operate as a waiver of Contractor’s exclusive rights granted herein to design, build and operate a course at Kensington Park.

Subject to any applicable agreements between HCMA and any other party and with the prior, written approval of HCMA, Contractor may also be allowed to operate a merchandise/snack shop and equipment store within the Facilities for the sale of merchandise, snacks and equipment including, but not limited to t-shirts and water. With prior written approval of HCMA, Contractor may apply pesticides to the Facilities in accordance with all laws, rules and regulations regarding same in accordance with HCMA policies and standards. With prior written approval of HCMA, Contractor may post signs on the Facilities advertising the Course and may also post directional signs within the Park in accordance with HCMA policies and standards. Contractor may operate the Course within the hours that the Park is open to the public.

Notwithstanding anything contained herein to the contrary, HCMA understands that Contractor operates on a seasonal basis, closing down operations during the coldest months. Thus, Contractor’s season shall be the period during which the weather permits the safe and comfortable use of the Course in Contractor’s sole, reasonable discretion (a “Course Season”). Contractor shall be permitted to use the Facilities in the beginning of the Course Season on weekends and then increase its use of the Facilities as demand for the Course increases and weather permits. In addition, both Contractor and HCMA are permitted to close the Course (or any part thereof) if, in such Party’s reasonable discretion, weather conditions or any emergency require the Course (or any part thereof) to be closed.

3. COMPENSATION AND INVOICING

a. Compensation.

Contractor shall pay HCMA the HCMA Compensation, defined as the greater of: (1) the per Park Minimum Payment to HCMA identified in Table 1 based on the number of parks at which Contractor is operating a Facility, and (2) the per Park Percentage Commission per Year identified in Table 2 based on the aggregate Gross Revenues (as defined in Section 3.b.ii. below) of the Contractor (“HCMA Compensation”). The Minimum Payments to HCMA shall be credited towards the Percentage Commission per Year.

In the event this Agreement is not executed by HCMA in February, 2016, the Minimum Payment to HCMA for Year 1 shall be prorated on a monthly basis for the actual number of months the Course is in operation, assuming a Course Season from April 1, 2016 to October 31, 2016, such that Contractor shall pay HCMA \$1,714.29 for each full or partial month the Course is in operation in 2016. Notwithstanding the foregoing, HCMA shall receive the full HCMA Compensation for the 2016 Course Season if HCMA is entitled to the amounts under the Percentage Commission per Year.

TABLE 1: MINIMUM PAYMENT TO HCMA

		Minimum Payment to HCMA		
		Year 1	Year 2	Year 3 +
OPTION A	One Park: Stony Creek MetroPark	\$12,000	\$17,500	\$20,000
	Minimum Payment to HCMA			
OPTION B	Two Parks: Stony Creek and Kensington	N/A	\$17,500	\$20,000
	Minimum Payment to HCMA per Location			

For the avoidance of doubt, the Minimum Payment to HCMA for Option A shall be as follows: Year 1 (2016) = \$12,000, Year 2 (2017) = \$17,500, Years 3 to Agreement expiration = \$20,000; and the Minimum Payment to HCMA for Option B shall be as follows: Year 1 (2016) = Zero (as two parks will not be operated in Year 1), Year 2 (2017) = \$17,500 per Park, Years 3 to Agreement expiration = \$20,000 per Park.

TABLE 2: PERCENTAGE COMMISSION PER YEAR

Percentage Commission per Year	
Up to \$800,000	3%
\$800,001 up to \$900,000	4%
\$900,0001 up to \$1,000,000	5%
\$1,000,001 up to \$1,200,000	6%
\$1,200,001 up to \$1,500,000	7%

For the avoidance of doubt, the Percentage Commission per Year shall be payable to HCMA based on the Gross Revenue measured at each Park. For example, if in year 2 of the Agreement, the StonyCreek MetroPark Gross Revenues are \$500,000 and the Kensington MetroPark Gross Revenues are \$1,000,100, then HCMA would be entitled to payment of \$17,500 for the operations at Stony Creek MetroPark and payment of \$60,006 for the operations at Kensington MetroPark.

b. Payment Terms and Payment Definitions.

- i. Gross Revenue shall mean the aggregate of all sums received for all Services performed hereunder at each Park individually, including the sales of merchandise, gear and water, but excluding any sum refunded or credit given to the Contractor’s customers in respect of defective or unsatisfactory goods or services (a “Refund”), provided that the sum or credit must not exceed the sale price of the goods or the charges for the services.
- ii. The Contractor shall pay HCMA the Minimum Payment to HCMA no later than September 1 of each year.
- iii. Each year no later than the later of October 31 or thirty days after the last day of the Course Season, the Contractor shall: (A) provide HCMA with documentation, sufficiently detailed in the reasonable judgment of the HCMA, evidencing its estimated Gross Revenue and all Refunds during the current Course Season (the “Gross Revenue and Refund Documentation”), and (B) if the Percentage Commission per Year is greater than the Minimum Payment to HCMA paid on the preceding September 1, the Contractor shall remit the difference between those amounts.

- iv. Upon receipt of its final financial statements for the preceding Course Season, but in no event later than each March 31 following a Course Season, Contractor shall update the Gross Revenue and Refund Documentation provided for the immediately preceding Course Season.
- v. Contractor shall provide HCMA no later than June 30 following a Course Season compiled financial statements that have been prepared by a CPA firm that show the Gross Revenues for each Park for the preceding Course Season.
- vi. Contractor shall provide HCMA with copies of its filed tax return by September 30 for the preceding year.
- vii. HCMA shall have the right to conduct, and pay the costs of, an audit of the Contractor's operations under this Agreement. Contractor shall reasonably cooperate with the auditors conducting such audit.
- viii. If any of the documentation listed in this Section 3.b reveals that Contractor overpaid the HCMA Compensation for the preceding Course Season, HCMA shall credit Contractor the amount of such overpayment against the HCMA Compensation for the next succeeding Course Season. If the documentation reveals that Contractor underpaid the HCMA Compensation for the immediately preceding Course Season, Contractor shall remit the amount of the underpayment to HCMA concurrent with the submission of the Gross Revenue and Refund Documentation. Additionally, if the amount of the underpayment to HCMA equals 5% or more of the amount they should have received on the previous October 31, then Contractor shall pay HCMA a penalty equal to 10% of the amount underpaid to HCMA.

4. **TERM, TERMINATION, NOTICE AND AMENDMENTS**

- a. Term. This Agreement shall become effective on the later date each of the following have occurred: (i) the Board of Commissioners of the HCMA or its lawful designee has approved this Agreement; (ii) the governing body of the Contractor or its lawful designee has approved this Agreement; (iii) a lawful agent of the HCMA has executed the Agreement; (iv) a lawful agent of the Contractor has executed the Agreement; and (v) all conditions precedent to the effectiveness of the Agreement have occurred. HCMA shall provide Contractor with written notice of such effective date. Notwithstanding anything contained herein to the contrary, in the event that the effective date has not occurred on or before June 30, 2016, either Party may terminate this Agreement and shall have no further liability hereunder. In addition and notwithstanding anything contained herein to the contrary, in the event that Contractor is unable to obtain all licenses and permits or authorizations required for Contractor's use of the Facilities by June 30, 2016, despite diligently pursuing the procurement of such licenses, permits or authorizations, then either Party may terminate this Agreement and shall have no further liability hereunder; provided that, if HCMA elects to terminate under this provision, Contractor shall have until July 30, 2016 to procure the necessary licenses, permits or authorizations, in which case, the termination by HCMA shall be null and void and of no force and effect. HCMA shall reasonably assist Contractor with contacting the correct licensing and permitting authorities for the required licenses and permits.

The Agreement shall expire with no further act or notice on December 31, 2025 unless otherwise terminated or canceled as provided below. The Parties may mutually agree to extend the term of this Agreement for two (2) additional terms of five (5) years, and such agreement shall not be unreasonably withheld. It, by way of example, is hereby agreed that it shall not be unreasonable for HCMA to withhold its agreement to such extension if (i) Contractor has assigned its rights under this Agreement, (ii) HCMA does not wish to use the Park for a Treetop Adventure course and does not permit such use at the Park through what would have been the expiration date such renewal term of

the Agreement, or (iii) federal, state or local law or any land use regulations applicable to HCMA prohibit the use of the Park for such purposes.

- b. Termination. Commencing on December 31, 2020, either Party may terminate this Agreement at any time during the term or any extension thereof, upon one (1) year advance written notice to the other Party, for any reason or no reason at all, without incurring any obligation, penalty or damages of any kind; provided that, if HCMA terminates the Agreement without cause, it shall not use the Park for a Treetop Adventure course through what would have been the expiration date of the Agreement and shall not permit such use at the Park through what would have been the expiration date of the Agreement. In the event Contractor will make an investment in either Course consisting of renovations to existing equipment or additions of new equipment in an amount of \$20,000 or greater, Contractor may request HCMA to waive its right to terminate this Agreement without cause, which waiver shall not be unreasonably withheld; provided that, the investment must be made within the 12 month period after the waiver is granted; provided further that, any such waiver by HCMA shall also operate as a waiver by Contractor of its right to terminate without cause.

HCMA may terminate this Agreement in whole or in part for cause upon thirty (30) days' notice to Contractor if Contractor is in breach of this Agreement; provided that, Contractor may cure the breach within this thirty (30) day period (the "Cure Period"), or take all commercially reasonable steps to cure the breach and diligently work to completely cure the breach as soon as possible thereafter if it cannot be cured during the Cure Period. The notice of breach shall include a statement of the facts that causes HCMA to believe Contractor is in breach of the Agreement. Notwithstanding the foregoing, HCMA may immediately terminate this Agreement for cause and immediately suspend Contractor's performance of the Services upon notice to Contractor if, in HCMA's reasonable discretion, providing Contractor the opportunity to cure its breach during the Cure Period would place HCMA at risk of material harm.

In the event of termination of this Agreement for cause by HCMA, HCMA shall not be liable under any circumstances for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Agreement due to the uncured breach of Contractor.

Contractor may terminate this Agreement in whole or in part for cause upon thirty (30) days' notice to HCMA if HCMA is in breach of this Agreement; provided that, HCMA may cure the breach within this thirty (30) day period (the "Cure Period"), or take all commercially reasonable steps to cure the breach and diligently work to completely cure the breach as soon as possible thereafter if it cannot be cured during the Cure Period. The notice of breach shall include a statement of the facts that causes Contractor to believe HCMA is in breach of the Agreement.

- c. Notice. Notices given under this Agreement 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 in Section 1. Notice will be deemed given on the earlier of: (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.

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

- d. Agreement Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by the Parties. Any modification, amendment, recession, waiver, or release shall be signed by a lawfully authorized employee of Contractor and HCMA.

5. CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

- a. Organization and Good Standing. The Contractor: (a) (i) is duly organized, validly existing and in good standing under the laws of the State of Michigan, or (ii) is duly organized, validly existing and in good standing under the laws of another state and is lawfully authorized to conduct business in the State of Michigan, and (b) has all requisite power and authority to own, operate and lease its properties, if applicable.
- b. Power and Authority. The Contractor has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Contractor and its officers, and agents for the authorization, execution and delivery of this Agreement and the performance by the Contractor of its obligations hereunder have been taken. This Agreement when executed and delivered, shall constitute the legal and binding obligations of the Contractor in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.
- c. No Conflict or Breach. The execution, delivery and performance by the Contractor of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Contractor or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.
- d. No Debarment, Pending Governmental Action or Record of Violations. The Contractor has not been debarred by either the federal, state or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings. The Contractor has no record of violation of any federal, state or local government's procurement, contracting or ethics rules.
- e. Conflicts; No Undue or Improper Influence or Inducement. The Contractor represents and warrants that it has disclosed in writing any existing conflicts of interest involving HCMA, and that it will disclose in writing to HCMA any conflicts that arise during the term of this Agreement. The Contractor represents and warrants that it has not, and will not, offer to HCMA or any of HCMA's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with HCMA.
- f. Performance of Services; Compliance with Law. The Services will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training, skill, and licensure if appropriate. The Contractor's actions and performance of the Services throughout the term of this Agreement shall be in full compliance with all applicable federal, state and local laws, rules, regulations and standards, including all laws applicable to HCMA's operations or to which HCMA is otherwise bound. The Contractor has, and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business. No representation or warranty of the Contractor contained in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not misleading.
- g. Equipment and Supplies. The Contractor is responsible for providing equipment and supplies not expressly required to be provided by the HCMA herein.
- h. Taxes. The Contractor 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 Contractor for any federal, state and local taxes or fees of any kind.

- i. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Agreement, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all Services for the HCMA including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- j. Contractor Employees. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Agreement. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor's Employee. All Contractor Employees assigned to work under this Agreement may, at the HCMA's discretion, be subject to a security check and clearance by HCMA.
- k. Contractor Employee-Related Expenses. All employees of Contractor shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all of Contractor's Employees shall fully comply with and adheres to all of the terms of this Agreement. Contractor shall indemnify and hold the HCMA harmless for all Claims (as defined in this Agreement) against the HCMA by any Contractor Employee, arising out of any Agreement for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
- l. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before entering into this Agreement, it had a full opportunity to review the proposed Services, and review all HCMA requirements and/or expectations under this Agreement. The Contractor is responsible for being adequately and properly prepared to execute this Agreement. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Agreement as specified herein.
- m. Independent Contractor. The Contractor's relationship to the HCMA is that of an Independent Contractor. Nothing in this Agreement is intended to establish an employer-employee relationship between HCMA and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide Services under this Agreement by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-Contractor of HCMA.
- n. Not Iran-Linked Business. Contractor is not an "Iran-Linked Business" as defined in Act 517, Public Acts of Michigan, 2012, being MCL 129.311 et. seq.

6. INSURANCE, INDEMNIFICATION, AND RELEASE

- a. Insurance.
 - i. As a condition precedent to the effectiveness of this Agreement, the Contractor shall obtain and maintain insurance according to the specifications contained in Exhibit A and in compliance with this Agreement. If any insurance required hereunder lapses at any time during the Term of the Agreement, HCMA retains the right to immediately terminate this Agreement.
 - ii. General Certificates of Insurance. All Certificates of Insurance shall contain the following clauses:
 - 1. "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".
 - 2. "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 Contractor."
 - iii. The general liability shall be primary and non-contributory. General Liability shall be on a per jobsite basis.

- iv. All Certificates are to provide 30-day notice of material change or cancellation. Certificates of Insurance and insurance binders must be provided to the HCMA Purchasing Department no later than ten (10) days prior to: (a) the commencement of the 2016 Course Season and (b) the expiration or termination of the current certificate. Insurance carriers are subject to the reasonable approval of HCMA.
 - v. The HCMA shall be named as an additional insured to this coverage in a form no more restrictive than the current ISO form.
- b. Indemnification, Release, Limitation of Liability and Disclaimer of Warranties.

- i. **Indemnification and Release.** Contractor shall indemnify, defend and hold HCMA harmless from any and all Claims (as defined in this Agreement) which are incurred by or asserted against HCMA by any person or entity, alleged to have been caused or found to arise, from the negligent acts, performances, errors, or omissions of Contractor or Contractor's Employees, agents or contractors, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

The indemnification rights contained in this Agreement are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Agreement, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify HCMA for all claims asserted against the HCMA and if the insurance company prevails, the Contractor shall indemnify the HCMA for uncollectable amounts.

Contractor shall have no rights against HCMA for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by HCMA.

Contractor waives and releases all actions, liabilities and damage including any subrogated rights it may have against HCMA based upon any Claim brought against HCMA.

- ii. **Limitation of Liability.** Neither Party shall be liable to the other for any amounts representing loss or profit, loss of business, or other incidental, consequential or punitive damages of the other Party due to the results of the Research Project.
- iii. **Disclaimer of Warranties.** THE AUTHORITY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE RIGHTS OF THE AUTHORITY, IN NO EVENT SHALL THE AUTHORITY'S AGGREGATE LIABILITY UNDER OR RELATING TO THIS AGREEMENT AT ANY TIME EXCEED THE TOTAL AMOUNT PAID TO THE AUTHORITY AS PROVIDED HEREIN.

7. AGREEMENT DOCUMENTS, PRECEDENCE

- a. Agreement Documents; Precedence. The following documents are incorporated into this Agreement. In the event of a conflict between or among any provisions of any of these documents, the provisions of the document contained in this list shall apply in descending order, such that the provisions of the document identified in section 7.a.i shall take precedence over the provisions of the document identified in section 7.a.ii and so forth.

- i. The body of this Services Agreement;
- ii. Exhibit A: Insurance Requirements;
- iii. Exhibit B: Scope of Services;
- iv. Exhibit C: RFP# 15-035;
- v. Exhibit D: Proposal of Contractor.

8. DEFINITIONS AND GENERAL TERMS AND CONDITIONS

- a. 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:
 - i. “Contractor Employee” means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any licensees, concessionaires, associate researcher, independent sub-Contractor, Contractor’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. “Contractor Employee” shall also include any person who was a Contractor Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
 - ii. “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 the HCMA may become legally and/or contractually obligated to pay or defend against, 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.
 - iii. “Day” means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.
 - iv. “HCMA” means the HCMA, a Michigan public body corporate, its respective appointed officers, official employees, committees, and “HCMA Agent” as defined below.
 - v. “HCMA Agent” means all appointed HCMA officials, officers, directors, board members, commissioners, HCMA 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 Agreement but, for any reason, is no longer employed, appointed, or serving as an Agent.
 - vi. “Services” means the obligations Contractor shall provide or perform pursuant to this Agreement.
- b. General Terms and Conditions. The following general terms and conditions shall apply to this Agreement.

- i. 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.
- ii. 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 Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
 - “CONTRACTOR'S ASSURANCES AND WARRANTIES”;
 - “CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION”;
 - “Damage Clean Up To HCMA Property and/or Premises”;
 - “Audit”;
 - “Severability”;
 - “Governing Law/Consent To Jurisdiction And Venue”; and
 - “Survival of Terms And Conditions”.
- iii. HCMA Right to Suspend Services. Upon written notice, HCMA may suspend performance of this Agreement if Contractor fails to comply with all Federal, State or local laws, rules or regulations applicable to the performance of the Services. The right to suspend Services is in addition to the HCMA's right to terminate and/or cancel this Agreement. HCMA shall incur no penalty, expense, or liability to Contractor if HCMA suspends Services under this Section.
- iv. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contract right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Agreement, and/or any other right, in favor of any other person or entity.
- v. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Agreement all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Agreement and to conduct business under this Agreement. Upon request by HCMA, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide Services under this Agreement.
- vi. Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law.

Contractor shall promptly notify the HCMA of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.

HCMA, in its discretion, may consider any illegal discrimination described above as a breach of this Agreement and may terminate or cancel this Agreement immediately with notice.
- vii. Reservation of Rights. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the HCMA.
- viii. Force Majeure. Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event. The Contractor is

expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this Agreement in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.

- ix. **Conflict of Interest and Warranty.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no Agreements shall be entered into between the HCMA, including all agencies and departments thereof, and any HCMA Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the HCMA. Contractor shall give HCMA notice if there are any HCMA Agents or relatives of HCMA Agents who are presently employed by Contractor.

Contractor warrants that before submitting its Proposal and/or entering into this Agreement it has performed an inquiry within its firm to determine whether the Services to be provided under this Agreement may pose a conflict of interest. For purposes of this Agreement, a conflict of interest occurs when the Services to be provided conflict, are adversarial to, may influence Contractor's judgment or appear to influence Contractor's judgment or quality of Services under the Agreement with the Contractor's representation of other clients. Except as provided herein Contractor shall certify, to the best of its knowledge, to the HCMA that there are no Conflicts of Interest by providing the Services under this Agreement.

If at any time Contractor determines that there is a Conflict of Interest or potential Conflict of Interest then the Contractor shall disclose such Conflict of Interest(s) to the HCMA. The HCMA may request that the Contractor obtain a waiver or acknowledgment of the conflict from its client(s).

- x. **Damage Clean up to HCMA or HCMA Property and/or Premises.** Within sixty (60) days of the expiration or termination of the Agreement, the Contractor shall remove the Course and leave no environmental impact on the property of the HCMA not reasonably permitted by the activities allowed under this Agreement. Unless due to the gross negligence of HCMA and/or an HCMA Party, Contractor shall be responsible for any damage to any HCMA property and premises that is caused by Contractor or Contractor's Employees, contractors or agents, including any damage resulting from the installation, removal and operation of the Course, and any damages resulting or arising from the performance of the Services. If damage occurs, Contractor 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 reasonable satisfaction, Contractor shall reimburse HCMA the actual cost for repairing or replacing the damaged property.
- xi. **Contractor Use of Confidential Information.** The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor 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 its Services under this Agreement. Notwithstanding the foregoing, Contractor may disclose the Confidential Information if required by law, statute or other legal process; provided that Contractor (i) gives HCMA prompt written notice of an impending disclosure, (ii) provides reasonable assistance to HCMA in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.

This Agreement imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor prior to its receipt from HCMA, without an

obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.

As used in this Agreement, Confidential Information when referring to Contractor's obligations hereunder means all information that HCMA is required or permitted by law to keep confidential.

HCMA and/or HCMA Agents shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any person or entity not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose except in connection with this Agreement. Notwithstanding the foregoing, HCMA and/or HCMA Agents may disclose the Confidential Information if required by law, statute or other legal process; provided that HCMA (i) gives Contractor prompt written notice of an impending disclosure, (ii) provides reasonable assistance to Contractor in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.

This Agreement imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor prior to its receipt from HCMA, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.

As used in this Agreement, Confidential Information when referring to HCMA and HCMA's obligations hereunder means all information regarding Contractor, the conduct of Contractor's business at the Park, Gross Revenue, or any other information of a proprietary nature, but does not include any public records (as defined in Act 442) in the possession of HCMA subject to the Michigan Freedom of Information Act, Act 442, Public Acts of Michigan, 1976, as amended.

- xii. Contractor Use of HCMA Licensed Software. In order for the Contractor to perform its Services under this Agreement, HCMA may permit Contractor or Contractor Employees to access certain copyrighted Software licensed to HCMA. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any purpose, without the prior written consent of HCMA and/or the licensor. Furthermore, neither the Contractor nor any Contractor employee shall produce a source listing, decompile, disassemble, or otherwise reverse Contractor any copyrighted Software. Neither the Contractor nor Contractor Employee shall use any copyrighted software contrary to the provisions of any applicable Software license agreement or state or federal law.
- xiii. Grant Compliance. If any part of this Agreement is supported or paid for with any state or federal funds granted to HCMA, the Contractor shall comply with all applicable grant requirements.
- xiv. Dispute Resolution. Unless the parties agree otherwise, any claims, disputes or other matters in controversy arising out of or related to this Agreement shall be subject to mediation as provided herein as a condition precedent to litigation:
 1. The Party bringing a claim shall give notice to the other Party and, in writing, propose a meeting within fourteen (14) days after the claim arises in which to discuss and attempt to resolve the claim.
 2. In the event the meeting between the Parties to resolve the claim does not resolve the dispute or does not take place within said fourteen (14) day period, the Parties shall designate, by

mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of fourteen (14) days of the later of the initial meeting between the parties or the date notice was given pursuant to subparagraph (1) above. The mediator shall render his or her decision within fourteen (14) days of said meeting. The Parties may, by mutual written agreement, extend the time periods required under this subparagraph.

3. The purpose of mediation is to attempt to resolve the dispute between the Parties. The mediator shall not be empowered with the authority to render a binding opinion or award.
 4. In the event the independent mediator's attempt to resolve the dispute between the Parties fails, then each Party will be free to any claims at law in a court of competent jurisdiction.
 5. During the pendency of this alternative dispute resolution process, the Parties agree that any statute of limitations applicable to all claims that are the subject of this process shall be tolled.
- xv. Access and Records. Contractor will maintain accurate books and records in connection with the Services provided under this Agreement for 36 months after end of this Agreement, and provide the HCMA with reasonable access to such book and records.
- xvi. Audit. Contractor 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 Contractor Employee throughout the term of this Agreement, and for a period of three years after final payment.
- Contractor shall explain any audit finding, questionable costs, or other Agreement compliance deficiencies to the HCMA within forty-five (45) days of receiving the final audit report. Contractor's response shall include all necessary documents and information that refute the final audit report. Failure by Contractor to respond in writing within 45 days shall be deemed acceptance of the final audit report.
- xvii. Delegation, Sub-Contract Agreement and Assignment. Contractor shall not delegate, assign, or sub contract any obligations or rights under this Agreement without the prior written consent of HCMA. The rights and obligations under this Agreement shall not be diminished in any manner by assignment, delegation or sub contract. Any assignment, delegation, or sub contract by Contractor and approved by HCMA, must include a requirement that the assignee, delegee, or sub-Contractor will comply with the rights and obligations contained in this Agreement. The Contractor shall remain primarily liable for all work performed by any sub-Contractor. Contractor shall remain liable to HCMA for any obligations under the Agreement not completely performed by any Contractor delegee or sub-Contractor. Should a sub-Contractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these Services in a timely manner. Any additional costs associated with securing a competent sub-Contractor shall be the sole responsibility of the Contractor. This Agreement cannot be sold. In the event that a Petition in Bankruptcy is filed and there is an assignment of this Agreement by a Court, HCMA may declare this Agreement null and void.
- xviii. 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 Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, 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 Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

- xix. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.
- xx. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Agreement to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the HCMA harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against HCMA.
- xxi. Rules of Construction. The Parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.
- xxii. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement 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 Agreement. 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 Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
- xxiii. Governing Laws/Consent to Jurisdiction and Venue. This Agreement 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 Agreement shall be brought in the 44th Judicial Circuit Court of the State of Michigan (Livingston County), the 53rd District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Agreement to enforce such judgment in any appropriate jurisdiction.
- xxiv. Entire Agreement. This Agreement represents the entire Agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements or Agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

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

ON BEHALF OF CONTRACTOR

GO APE STONY CREEK, LLC., doing business as GO APE

BY: _____ DATE: _____

Name: _____

Title: _____

_____ appeared in person before me this day and executed this Agreement on behalf of Contractor and acknowledged to me under oath that he/she has taken all actions and secured any and all necessary approvals and authorizations and has the requisite authority from Contractor to fully and completely obligate and bind Contractor to the terms and conditions of this Agreement and any and all other documents incorporated by reference and also acknowledged to me under oath having been provided with copies and having read and reviewed all Agreement documents including all documents incorporated by reference.

Subscribed and sworn to before me on this _____ day of _____,

Notary Public

_____ County, Maryland
Acting in _____ County, Maryland
My Commission Expires: _____

ON BEHALF OF HURON-CLINTON METROPOLITAN AUTHORITY

BY: _____ DATE: _____

John Hertel, Chairperson

BY: _____

Jaye Quadrozzi, Secretary

APPROVED AS TO SCOPE OF CONTRACTOR SERVICES

BY: _____ DATE: _____

Contract Administrator

**SERVICES AGREEMENT
BETWEEN
HURON-CLINTON METROPOLITAN AUTHORITY
AND
GO APE STONY CREEK, LLC, DBA GO APE
AGREEMENT EXPIRATION DATE: DECEMBER 31, 2025**

**EXHIBIT A
INSURANCE RIDER**

The contractor, and any and all of their subcontractors, 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 and acceptable to **Error! No document variable supplied.** The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. **Worker's Compensation Insurance**, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability of \$1,000,000 per occurrence and \$1,000,000 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; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable; (F) A per job/contract aggregate shall be endorsed onto this policy.
3. **Umbrella Policy**, with a limit of \$10,000,000 per occurrence and aggregate. This policy shall be written to provide limits in excess of the Commercial General Liability and Automobile Liability coverage.
4. **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.
5. **Additional Insured**: Commercial General Liability, and Automobile Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insureds***: The **Error! No document variable supplied.**, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the **Error! No document variable supplied.** as additional insured, coverage afforded is considered to be primary and any other insurance the **Error! No document variable supplied.** may have in effect shall be considered secondary and/or excess.
6. **Professional Liability**: Intentionally Deleted.

7. **Cancellation Notice:** Worker's Compensation Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, and Professional Liability, as described above, shall be endorsed to state the following: "It is understood and agreed 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: (Maria van Rooijen, Error! No document variable supplied., 13000 High Ridge Drive, Brighton, MI 48114.)

8. **Proof of Insurance Coverage:** The Contractor shall provide the **Error! No document variable supplied.** a Certificate of Insurance as well as the required endorsements at the time of execution of the Agreement. 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. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates, endorsements, and/or policies to **Error! No document variable supplied.** at least ten (10) days prior to the expiration date.

**SERVICES AGREEMENT
BETWEEN
HURON-CLINTON METROPOLITAN AUTHORITY
AND
GO APE STONY CREEK, LLC, GO APE
AGREEMENT EXPIRATION DATE: DECEMBER 31, 2025**

**EXHIBIT B
SCOPE OF SERVICES**

Contractor shall design, build, and operate its Treetop Adventure at Stony Creek Metropark 4300 Main Park Rd., Shelby Township, MI 48316 in accordance with the terms of the Agreement.

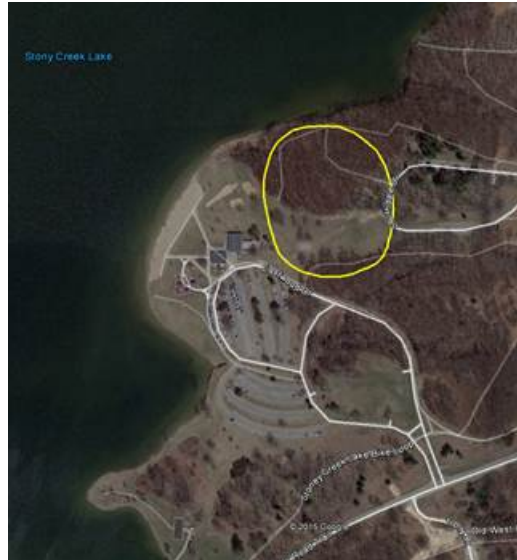
The following amendments have been made to Go Ape Stony Creek, LLC, Go Ape Proposal.

- No bird houses are to be installed. Park staff must be consulted before installing bat houses.
- HCMA will require the locking mechanism for the belay system and must be current with national standards.

The Huron-Clinton Metropolitan Authority agrees to provide:

- HCMA will partner with Go Ape! to develop incentives/packages for the Course. HCMA will exercise its reasonable efforts to promote and market the Course via HCMA's website, newsletter and other social media outlets.
- HCMA will work with Contractor to identify the best area for the construction of the Course at Stony Creek Metropark based on site conditions and the availability of restrooms and parking.
- Employees and guests of the Contractor shall have access to existing HCMA parking lots. Contractor is not entitled to any dedicated parking for its employees or guests. HCMA shall attempt, but is not obligated, to provide parking for Go Ape staff and guests in close proximity to the Facilities.
- HCMA will maintain existing HCMA restrooms during operating hours and permit Go Ape to use designated trash and recycling receptacles.
- HCMA will provide Contractor and its guests, customers, employees and invitees with ingress and egress from the parking lot at the Park to the Facilities. Contractor and its guests, customers, employees and invitees are not exempt from vehicle entrance fees.
- HCMA will collaborate with Contractor over the maintenance of the trees within the Facilities. Contractor shall be responsible for cutting and pruning the trees within the Facilities to the standards of the International Society of Arborist Standards, as adopted by HCMA. If any trimming or removal of healthy trees is necessary for Contractor to maintain this standard, it shall first obtain the written consent of the HCMA.
- Neither Party will trim or cut down healthy trees within the Facilities without the prior consent of the other party.
- Contractor shall notify HCMA of any unsafe or hazardous trees within the Facilities by calling and emailing the HCMA emergency contact. HCMA shall have 24 hours to inspect the unsafe or hazardous tree and grant Contractor written permission to trim or remove some or all of the

unsafe or hazardous tree; provided that, if HCMA does not grant permission within 24 hours of being notified, Contractor may trim or remove the unsafe or hazardous portion of the unsafe or hazardous tree. Nothing contained herein shall modify HCMA's right to maintain its property.



**SERVICES AGREEMENT
BETWEEN
HURON-CLINTON METROPOLITAN AUTHORITY
AND
GO APE STONY CREEK, GO APE
AGREEMENT EXPIRATION DATE: DECEMBER 31, 2025**

**EXHIBIT C
RFP NO. 15-035**

**HURON-CLINTON METROPOLITAN
AUTHORITY
Request for Proposal**

RFP#: 15-035

TITLE: Adventure
Course

ISSUE DATE: Oct. 1, 2015

PROPOSAL DUE DATE: **October 30, 2015 10:00 am** (prevailing Eastern Time)

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

PUBLIC OPENING: **October 30, 2015 10:00 am** (prevailing Eastern Time)

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

DESCRIPTION: The Huron-Clinton Metropolitan Authority ("HCMA") is soliciting bids for an Adventure Course service.

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 CAN BE MADE ONLINE AT BIDNET OR SENT TO THE ADDRESS ABOVE.
Your completed bid can be uploaded back onto bidnet. Any problems contact BIDNET.**

The Huron Clinton Metropolitan Authority (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 REQUEST FOR BIDS DOCUMENT.

THIS BID IS OFFERED BY: _____

INSTRUCTIONS TO BIDDERS

1. GENERALLY:

- A. All entities submitting a Proposal to this RFP (each a "Bidder" or collectively, the "Bidders") must carefully read and thoroughly comply with this Request for Proposal, these Instructions to Bidders, the HCMA Standard Agreement form, and the Specifications (together, the "Invitation to Bid"). The Invitation to Bid and the Bidder's proposal, including all attachments and accompanying documents, shall become part of the contractual agreement entered into with the successful bidder (the "Contract").
- B. Proposals shall include all applicable licensing, permitting, regulatory, import and other fees and costs applicable to the contract.
- C. The Bidder's proposal shall not contain any condition purporting to limit the Bidder's liability for damages, actual, consequential or otherwise, in any manner, and any such condition shall be null, void, and of no force or effect.
- D. The Bidder and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status or handicap. The Bidder shall take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, marital status or handicap. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection of training, including apprenticeship. Breach of this covenant may be regarded as a material breach of contract.
- E. Bidder shall comply with all federal, state, and municipal laws, rules and regulations in the performance of the contract and in the employment of persons, and shall obtain all necessary licenses and permits and pay all fees, taxes and other charges required thereby, and furnish, upon the HCMA's request, evidence of compliance with any law and the payment of any fee, tax or charge. Bidder will defend, indemnify and hold harmless the HCMA against any and all claims, charges, liens, garnishments and levies arising out of Bidder's failure to comply as required by this paragraph.
- F. By submitting its proposal, the Bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act 517, Public Acts of Michigan, 2012, being MCL 129.311 et. seq.

2. 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, then MITN.
- D. Each bid shall include a description of the Bidder, the state in which it is licensed to do business (if other than Michigan), and shall include the names, resumes and experience of the personnel to be assigned to this project. HCMA at its reasonable discretion may require further information from the Bidder, including detailed financial information, which shall be promptly provided.
- E. Any alternate bids that are submitted may be considered, in the sole discretion of HCMA.
- F. x . If checked, bids must be accompanied by a bid deposit in the amount of \$25,000.00. The bid deposit of the successful Bidder will be held until the contract has been duly executed by HCMA. The amount of the bid deposit may be forfeited to HCMA as liquidated damages upon the refusal or neglect of the Bidder to proceed. Bid deposits of unsuccessful bidders will be returned by HCMA within forty-five (45) days after the date set for bid opening.

- G. Bidders are advised that after the date and time set for the opening of bids, all proposals and information submitted with their bid will constitute public records subject to disclosure under the Michigan Freedom of Information Act (FOIA).
- H. Bidders are solely responsible for any and all costs to prepare their bid, including any site visits and engineering analysis.

3. 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. HCMA is exempt from Federal Excise and State Sales Taxes, and such taxes shall not be included in bid prices.

4. SIGNATURES:

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.

5. 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 by giving written notice to HCMA, attention Purchasing Department prior to the date and time set for bid opening. Bids are an irrevocable offer and may not be withdrawn for a period of ninety (90) days after opening date.

6. 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.

7. 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 Invitation to Bid 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.

8. 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.

9. 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.

10. CHANGES AND ADDENDA TO BID DOCUMENTS:

Each change or addendum issued in relation to this bid document will be on file in the HCMA 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.

11. 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.

12. 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, if applicable.

13. 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).

14. CURRENCY:

Prices calculated by the Bidder shall be stated in U.S. dollars.

15. 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.

16. VENDOR EVALUATION:

Experience with the HCMA shall be taken into consideration when evaluating responsibility of the vendor

17. NOTICE TO PROCEED/PURCHASE ORDER:

The successful Bidder may not commence work under this Contract until authorized to do so by the Purchasing Department.

18. 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 authority 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.

19. VENDOR EVALUATION:

Experience with the HCMA shall be taken into consideration when evaluating responsibility of the vendor.

20. SERVICE AGREEMENT

The successful bidder will be required to sign HCMA Standard Service Agreement (see attached).

SPECIAL TERMS AND CONDITIONS

1. **PAYMENT:** Payment shall be made monthly, or at the end of each project, within 30 days of the submittal of a correct invoice for work performed. Some payments will be by p-card/procurement card. Or as stated in proposal.
2. **TERM AND RENEWAL:** The term of the Contract shall commence on the first of the month following award, unless otherwise identified herein or a different date is required. The Contract shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Bidder agrees that the HCMA shall have the right, upon mutual consent, to renew the Contract for up to two (2) additional one-year periods. In the event that the HCMA exercises such right, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price.
3. **PRICE ADJUSTMENT:** The HCMA may review a fully documented request for a price increase only after the Contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a Contract renewal and shall be a factor in the renewal review process. The HCMA shall determine whether the requested price increase or an alternate option is in the best interest of the HCMA.
4. **QUANTITIES:** In the case of Annual Requirements Contracts, the HCMA reserves the right to increase or decrease the estimated quantity as best fits its needs, and the HCMA does not guarantee maximums or minimums. The HCMA also reserves the right to spot-bid unusually large one-time quantities or to buy outside of this Contract if extenuating circumstances exist.
5. **BIDDER'S INSURANCE:**

The contractor, and any and all of their subcontractors, 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 and acceptable to **Error! No document variable supplied..** The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. **Worker's Compensation Insurance**, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$3,000,000 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; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable; (F) A per job/contract aggregate shall be endorsed onto this policy.
3. **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.
4. **Additional Insured:** Commercial General Liability, and Automobile Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insureds:*** The **Error! No document variable supplied.**, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the **Error! No document variable supplied.** as additional insured, coverage afforded is considered to be primary and any other insurance the **Error! No document variable supplied.** may have in effect shall be considered secondary and/or excess.
5. **Professional Liability:** The Contractor shall procure and maintain during the life of this contract, Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate. If this

policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.

6. **Cancellation Notice:** Worker's Compensation Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, and Professional Liability, as described above, shall be endorsed to state the following: "It is understood and agreed 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: (Maria van Rooijen, Error! No document variable supplied., 13000 High Ridge Drive, Brighton, MI 48114).
7. **Proof of Insurance Coverage:** The Contractor shall provide the **Error! No document variable supplied.** at the time the contracts are returned by him/her for execution a Certificate of Insurance as well as the required endorsements. 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. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates, endorsements, and/or policies to **Error! No document variable supplied.** at least ten (10) days prior to the expiration date.

DEFINITIONS

1. "Non-responsive" - A nonresponsive answer is an answer given which evades or does not relate to the question.
2. "Service Provider" - The person or firm submitting the Proposals.
3. "HCMA" - The Huron-Clinton Metropolitan Authority, established and operating under Act 147, Michigan Public Acts of 1939 as amended.
4. "Request for Proposals" or "RFP": The request or invitation to qualified professional services firms to submit proposals in accordance with this RFP form, the Statement of Work, Professional Services Agreement form and any other document referred to or attached herein.

REQUEST FOR PROPOSAL INFORMATION AND GUIDELINES:

High Ropes Adventure Course Service

A. BACKGROUND INFORMATION REGARDING HURON CLINTON METROPARKS:

The Huron-Clinton Metropolitan Authority, also referred to as Huron-Clinton Metroparks, is a regional special park district encompassing Wayne, Oakland, Macomb, Washtenaw and Livingston counties. Beginning in the 1940s, Huron-Clinton Metroparks has grown to now comprise 13 Metroparks covering more than 25,000 acres along the Huron and Clinton rivers surrounding metropolitan Detroit.

Guided by the belief that the use of parks and exposure to natural environments enhance society's health and quality of life, the mission of Huron-Clinton Metroparks is to provide excellent recreational and educational opportunities while serving as a steward of natural resources.

B. PROJECT OVERVIEW:

This is an Issuance of Request for Proposals (RFP) for the planning, design, construction and management of an aerial or "high" ropes adventure course for the purpose of providing two to three hours of outdoor fun, exercise and recreation, with corresponding instructional classes/programming, and sale of convenience and other items, of this RFP-15-035 at Kensington, Stony Creek, and/or Lower Huron and Wolcott Mill Metroparks (multiple sites are highly desirable) from qualified proposers.

Qualified proposers will be entities with principles who have at least five (5) years of experience and knowledge in the design, construction and management of an aerial adventure course. The course must be designed, constructed, operated and maintained in accordance with ANSI/PRCA American National Standards (ANS) 1.0-3.0-2014, as well as Michigan laws, national safety guidelines or other industry standards regarding design,

construction or certification of similar structures.

C. DESCRIPTION OF PREMISES:

The course shall be installed on the premises known as Kensington, Stony Creek, and/or Lower Huron and Wolcott Mill Metroparks. Minimum consideration of at least two locations and possibly a third location. These Metroparks have forested areas that may be suitable for installation of the course. The actual course design and location must be approved by the Huron Clinton Metroparks (HCMA). These Metroparks have existing structures and amenities that may be requested for use by the Services Provider as part of the proposal. The course may cover a footprint of approximately of five acres which will include a minimum of five elements combining skills and zip lines.

1. Site Selection:

HCMA will work with the Service Provider to select course site(s) within aforementioned Metroparks that are mutually agreed upon. Vehicle entry permits are required at all Metropark locations.

2. Course Operation:

Service Provider shall operate the services each and every day during the negotiated operating period.

Participation on the course should be through a preregistration process or other means designed to control the number of participants on the course at any time.

The course will be installed on the premises at the sole cost of the Service Provider. Utmost care will be taken during construction and after opening the course to avoid impact on soils and wetlands in the vicinity of the course.

During course installation, all equipment, material storage, and construction activity shall remain within project boundaries and every effort shall be made to minimize the footprint and ground disturbance within the project boundaries during construction.

The Service Provider, in conjunction with HCMA, will determine location of access trails between activity elements. Only approved access trails will be utilized by Service Provider, staff and the public during course operations in an effort to minimize environmental impacts to the site such as soil compaction, erosion and vegetation disturbance.

The course must be removed at the termination of the contract leaving no environmental impact.

The Service Provider shall be required to present a regular maintenance schedule to HCMA and must perform regular safety inspections of the course per industry standards and an inspection of the entire course on an annual basis. Prior to the course being utilized the Service Provider will inspect the course that is fully operational and satisfy all safety issues.

Service Provider shall be required to maintain the Services facility, course, and immediate surrounding area in a clean and safe condition, i.e., clearing, wiping clean and regularly inspecting all equipment and structures, and keeping the premises clean and free from rubbish at all times.

Service Provider will train, hire and maintain appropriate staff to meet any/all safety requirements requested by HCMA or other governing agencies including having First Aide, CPR, and AED trained staff capable of safely rescuing users from any point on course.

3. Utilities:

Service Provider shall supply and pay for all utilities needed and site location connections. Service Provider must have phone service.

4. Tree Care:

High ropes adventure course construction shall be done in a noninvasive manner using only the trees themselves with no guy wires or other supports. The majority of attachments to trees must be cushioned to limit direct contact of cables or other materials that could compromise tree integrity. The Service Provider will be responsible for selecting the proper trees for the course design. Trees used for installation will be of

suitable strength and stability to support anticipated loads and forces generated by the use of a ropes course. The Service Provider will provide an ISA certified arborist for consultation of tree health, strength and suitability. HCMA must provide prior approval for any tree selection, removal or pruning activity. ANSI A300 standards must be followed for all pruning, trimming and management of trees within the course. All trees must be inventoried and monitored at least annually throughout the duration of the contract length by a qualified arborist or forester approved by HCMA. HCMA reserves the right to accompany any and all inspections.

5. Safety:

The Service Provider shall provide HCMA with its OSHA 300A Summary of Work-Related Injuries or Illnesses (or equivalent) for each facility or work area for the years 2011 through 2014. Additionally, the Service Provider shall provide a report containing participant injuries or illnesses for the years 2011 through 2014, to include total number and types of injuries or illnesses for each year. Also, full disclosure of all liability claims and incidents shall be provided to HCMA.

The Service Provider shall provide HCMA with its Safety Plan for the installation of the high ropes adventure course. The Service Provider shall comply with all applicable Federal, State and Local safety regulations, including but not limited to, laws and rules governing amusement rides in Michigan as written by the Michigan Department of Licensing and Regulatory Affairs, Corporations, Securities and Commercial Licensing.

All high elements shall be constructed with new or like new (non-used) CLASS 2 utility poles minimum for the anchor and/or support of belay and down guy wire cables, unless otherwise engineered by a licensed and qualified professional. Poles shall be treated with a decay resistant material.

6. 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. The Service Provider must notify HCMA immediately if maintenance or environmental issues arise.

7. Accounting Procedures:

All sales and payment from the previous month are to be reported to the Park Operations Department by the 10th of the month. Sales reports are to itemize gross sales by park and individual sale components.

The vendor agrees to keep the books of accounts and records of all operations and to establish a system of bookkeeping and accounts in a manner satisfactory to the HCMA and to permit inspection of said books and records by the HCMA. Detailed records shall be retained and available for inspection up to three years after the receipt of the annual profit and loss statement.

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 by the 10th of the following month.

The Service Provider must provide audited tax statement on an annual basis.

8. Indemnification:

Service Provider agrees to indemnify, hold harmless, and, if requested, defend HCMA, and any and all of HCMA officers, employees, and agents from and against any and all liabilities, costs, claims, demands, fines, penalties, suits (including cost of defense), proceedings, actions, and causes of action, including reasonable attorneys' fees, arising out of, or associated with, or related to, any of the activities described herein, including without limitation failure to obtain any necessary permits, authorizations, or consents of any governmental agency with jurisdiction. In any and all claims against HCMA, the indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damage compensation or benefits payable under workers' compensation acts, disability benefits or other employee benefit acts. As

between HCMA and Service Provider, Service Provider waives its immunities under Michigan Occupational Safety and Health Act 154 of Public Acts of 1974 or any other workers' compensation statutory immunity for purposes of conforming the indemnity obligations of the Service Provider. Service Provider shall require similar waivers from any contractor, subcontractor, vendor, or third-party.

9. Equipment furnished by HCMA "As-Is":

HCMA will allow use of bathroom facility and entertain other shared use of existing infrastructure.

HURON-CLINTON METROPARKS CONTRACT REQUIREMENTS:

Service Providers must understand that the following Services contract terms will be binding upon the successful Service Provider:

1. LENGTH OF AGREEMENT PERIOD

HCMA proposes to grant a Management Services Agreement for and agreed upon term, for the operation at Stony Creek Metropark and then possibly Kensington Metropark the following year with potential for renewal of the term. The operation of the management services shall be subject to all rules and regulations of HCMA, and the successful Service Provider shall comply with such rules and regulations and with all applicable local, state, and federal laws, regulations and ordinances.

Upon acceptance of a proposal and negotiation of agreement terms, an agreement shall be entered into between HCMA and the successful Service Provider.

The proposed Services shall be personal to successful Service Provider and shall not be assigned, sold or subcontracted without the written approval of Huron-Clinton Metroparks. In addition, successful Service Provider or designated full-time manager must be on the premises at the times specified.

2. SUCCESSFUL PROPOSER'S RESPONSIBILITIES

The selected successful Service Provider shall pay all license fees, taxes, and special assessments applicable to or resulting from the operation of the Services and the premises used by Successful Service Provider. Successful Service Provider shall furnish to Huron Clinton Metroparks prior to the commencement of operations by Successful Service Provider an indemnity bond with respect to its first year of the agreement in the amount of the proposed return to Huron Clinton Metroparks as Services fees and capital purchases/building improvements for that year, said bond guaranteeing the faithful performance of all such conditions for such period, and Successful Service Provider shall furnish to Huron Clinton Metroparks prior to the commencement of each subsequent year of the agreement an indemnity bond with respect to such year of the agreement in the amount of the proposed return to Huron Clinton Metroparks as Services fees and capital purchases/building improvements for that year, said bond guaranteeing the faithful performance of all such conditions for such period.

3. BRAND DESIGNATION BY HURON-CLINTON METROPARKS

HCMA reserves the right to stipulate the brand and product advertiser or supplier of items to be sold, i.e., soft drinks (Pepsi, etc.), snack products, coffee, etc. In connection with such stipulation, Successful Service Provider will be required to purchase the brands and products so identified from such advertiser or supplier and to comply with applicable provisions of agreements with product advertisers or suppliers, including, without limitation, requirements that relate to equipment provided by the product advertiser or supplier, trademarks, product display on menu boards and elsewhere, purchase and use of approved cups, and advertising, signage and trademark visibility. Services proposals must be submitted with this understanding. Current branded products, advertisers and suppliers and prices are available upon request. Service Provider must adhere to the HCMA style guide requirements.

4. RATES AND CHARGES

Prior to March 1 (annually), Service Provider shall submit to HCMA a proposed list of all items to be sold or rented (see document III entitled "Proposed Sale/Rental Items and Prices" in Proposal Application). The list shall include the name of the item, the size of the item, and the proposed price for the item.

5. MISCELLANEOUS ITEMS

- a.** Service Provider must be able to act as an agent of HCMA and be its representative in the eye of the public.
- b.** Charge Card Sales – Service Provider sales must be able to be accommodated with charge cards.
- c.** Website or Web Pages – Successful Service Provider is required to maintain a website or web pages that contains up-to-date rental information, including pricing, room layouts, photographs, etc., in order to address customer inquiries.
- d.** Successful Service Provider will be subject to random, unannounced inspections by HCMA to ensure compliance with terms of contract.

**SERVICES AGREEMENT
BETWEEN
HURON-CLINTON METROPOLITAN AUTHORITY
AND
GO APE STONY CREEK, GO APE
AGREEMENT EXPIRATION DATE: DECEMBER 31, 2025**

**EXHIBIT D
PROPOSAL OF ADVENTURE FOREST, LLC**

Go Ape Proposal

**RFP 15-035 High Ropes Adventure Course
Services**

To

Huron-Clinton Metropolitan Authority

Attn:
Maria van Rooijen
Purchasing Agent
13000 High Ridge Drive
Brighton, Michigan 48114

Go Ape!

Live life adventurously.

Chris Swallow
Director
241 East Fourth Street
Suite 105
Frederick, MD 21701
(301) 300-0710
www.goape.com

Signature _____

October 22, 2015

George Phifer
Director
Huron-Clinton Metropolitan Authority
Brighton, MI 48114

Mr. Phifer,

The enclosed document is a response to the Request for Proposal for an Adventure Course within the Huron-Clinton Metropolitan Authority (HCMA). Go Ape understands the HCMA's multi-faceted economic and recreational goals with this project. Go Ape is the only provider in the country that specializes in partnerships with public parks and can subsequently offer a unique value to HCMA. We believe our company's qualifications as a service provider to multiple award winning park departments will offer an exceptional combination of experience and alignment to the HCMA mission to provide excellent recreational and educational opportunities while serving as stewards of its natural resources.

As the proposal demonstrates, Go Ape is the most experienced and safest provider of treetop adventure courses in the world as evidenced by 14 years of operation, 38 courses, and over 5 million participants safely completing a Go Ape course. Go Ape puts a high emphasis on our course esthetic and design to ensure that we blend in with the natural environment and are a sophisticated, yet adventurous addition to HCMA parks. Go Ape will also engage diverse audiences of existing and new visitors to HCMA parks.

Go Ape is continually striving to reach its highest potential and will contribute to the economic, social, and environmental goals of HCMA and the community. At all of our locations, Go Ape organizes and participates in park stewardship efforts, encourages volunteer work within the local community, organizes fundraisers, and creates partnerships with non-profits to involve underserved and special needs communities. Go Ape will work with HCMA to tailor these activities to meet your goals, but also to ensure the benefits of our partnership are distributed to the collective and individual members of the community.

We hope to work with HCMA and are committed to providing quality and professional execution of your Go Ape Treetop Adventure Course.

Sincerely,
Chris Swallow
Director

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Proposal Summary

Go Ape, with its more than a decade of industry experience, has the unique skill set required to qualify it as the optimal high ropes adventure course service provider to design, build, and operate its Treetop Adventure Course for the Huron-Clinton Metropolitan Authority (HCMA). Go Ape understands HCMA's mission to provide excellent recreational and educational opportunities to society, while serving as a steward of natural resources guided by its belief that the use of parks and exposure to natural environments enhance society's health and quality of life.

Customer Feedback: Fun Adventure for Children

Not only will Go Ape provide for the construction, operation and maintenance of a high ropes adventure course to HCMA at no cost, but it will be do so in a manner that enhances the guests' experience, drawing thousands of new visitors. All the while, Go Ape will ensure industry and safety standards are exceeded, thereby providing the community with a top of the line adventure activity.

Go Ape has the proven ability to adapt to the unique requirements of a partnership with HCMA as demonstrated through its twelve successful public-private partnerships with public parks across the nation. The ability to build and operate a high ropes adventure course and develop a partnership meeting goals of both parties requires a unique set of characteristics to be successful. Go Ape has consistently delivered results that reflect the goals of our partners. These partnerships are successful because of three unifying attributes of Go Ape and the benefits provided to our partners.

Experience

- Go Ape ensures a smooth transition into partnership by leveraging our prior course experiences of building and operating within public parks, as well as ensuring transparency throughout the operation.
- Go Ape provides a wide network to cross market and increase attendance of new courses through our local, regional, national, and worldwide presence via marketing and public relations efforts.
- Go Ape leverages IT systems that have proven scalable and enable transparency to partners.

Environmental Sustainability

- Go Ape leverages environmentally sensitive best practices and a concern over course aesthetic with regard to the build and operations within public parks.
- Go Ape ensures partnership with an accountable authority that is equally concerned with public perception and the reflection that the operation will have on the partner and locale.
- Go Ape leverages arboreal experts within the area to ensure the long-term health of the forest within and around the course.
- Go Ape engages the community and organizes and participates in stewardship activities around the course area and the park. These have included park clean-ups, non-native invasive removal, tree plantings, and construction of bat and bird boxes.

Alignment of Park Goals

- Go Ape distributes our benefits throughout the community to ensure that the entire community can participate in the activity with the donation of nearly 10 percent of our tickets to underserved and special needs communities.
- Go Ape adds one-of-a-kind attractions to parks that have proven successful in drawing visitors of all ages and athletic types.
- Go Ape has proven to provide substantial and consistent revenue generation for each of our partners over the past 14 years.
- All of Go Ape's service offerings are fully funded and require NO capital from our park partners.
- Year over year Go Ape courses average 65 percent unique visitors, providing an opportunity to engage new demographics and teach them about other opportunities within the park.

All of these unifying partnership attributes are a reflection of our best practices with our partners and visitors around the country and worldwide. The easiest way to separate our value from those of potential competitors is to view our customer feedback and talk to our current partners. Throughout our proposal we will insert feedback and unsolicited comments from our customers and provide the contact information of our partners to give HCMA insight into our success and credibility as a service provider.

In the proposal, Go Ape will recommend the operation of our treetop adventure course for an opening in April of 2016 at Stony Creek MetroPark. Go Ape recommends assessing the course numbers at Stony Creek MetroPark before committing to a second location, which we suggest be Kensington MetroPark. This decision point will happen after the first year in coordination with HMCA.

Insurance Provisions

Go Ape will carry all operational risks, with no exposure to HCMA. Construction will be funded by Go Ape and undertaken by Go Ape staff and identified contractors. Our insurance coverage includes a provision of a contractual indemnity backed by the insurance to cover any potential HCMA liability associated with the acts or omissions of Go Ape in the construction and/or operation of the Go Ape course. These activities will be backed by \$10 million in umbrella coverage that was acquired through our insurance broker, Weaver Brothers, Inc. This insurance policy is considered 10 times the industry average to provide reassurance to HCMA of our ability to cover any potential incident. Go Ape has the limits of coverage for worker's compensation, employers' liability insurance, and the other line item insurance requested by HCMA within the RFP.

Installation Safety Plan

Go Ape incorporates a rigorous internal and external inspection programs throughout the duration of the operational year. The frequency and detail of these programs were selected to ensure safety is not compromised at any time. Inspections include daily course checks, audits and annual operational reviews. The table below provides a sampling of the safety programs Go Ape will incorporate at Stony Creek MetroPark:

Program	Conducted By	Frequency
Personal Protective Equipment (PPE) Check	Instructors & Site Manager	Daily & Monthly
Course Maintenance Check	Instructors & Site Manager	Daily & Monthly
Occurrence Reporting	Site Manager	Daily
Site Operations Review	Operations Director	Weekly
Safety Review	Site Manager & Operations Director	Twice Monthly
Site Audit	Site Manager & Operations Director	Quarterly
Annual Review	Site Manager & Operations Director	Yearly
OSHA Visits	Operations Director & OSHA	Yearly
Course Construction and Maintenance Inspection	External – Independent Course Inspectors	Yearly
Tree Inspection	External – Certified Arboriculturist	Yearly

On an annual basis, Go Ape completes a thorough inspection of all aspects of the course. Go Ape will complete an annual inspection of the trees that will be reviewed by an independent arborist who will perform all pruning against ANSI A300 standard. Go Ape will also hire an independent inspector for the entire course against the ACCT standard or ANSI/PRCA, depending upon HCMA's preference. Finally, all Personal Protective Equipment (PPE) will be inspected by a manufacturer certified Competent Person. Go Ape shares our annual inspection documentation with our partners to ensure transparency within our operation and to provide solace that the course is being managed properly.

If an issue is found during Go Ape's inspection process, the Go Ape instructor immediately assesses the risk and determines the corrective action. The instructor will report all course related issues to the Site Manager and all issues are to be recorded and reported as they occur. If the issue needs further evaluation or it is determined to be unsafe, that element of the course will be closed for repair. Finally, at any time, HCMA can request to review a copy of any such report.

Records Management of Safety Documents

As detailed above, every Go Ape inspection is fully documented and recorded. To provide HCMA with safety assurance, inspection documentation will be available throughout the year upon request. In addition to the inspections described previously, all Risk Acknowledgements and Disclaimers are maintained.

Further standard process and safety documentation stored within our records management includes:

- Accident summary sheets
- Customer witness statement sheets
- Daily Radio and Patrol log
- Sit Harness Inspections
- Chest Harness Inspections
- Harness Register (chest)
- Harness Register (customers)
- Harness Register (instructors)
- Rescue Helmet inspection sheet
- Lock Code Register
- Quarantine Log
- Rescue Sack Checklist

- Rope Register & inspections
- Safety brief assessment
- Staff training records

Products and Services

Service Description

Every Go Ape Treetop Adventure Course is designed to blend into the natural park space. The course is structured as a grouping of 5 to 6 sites through which participants traverse on their own after an initial safety briefing. At the initial site, the “training site,” the safety brief is conducted and participants receive in-depth instructions and hands-on training as to the usage and operation of their safety equipment.

Typical Course Structure



Following the safety brief, participants venture through the remaining 4 to 5 sites, which entail a sequence of elements that include: one access location utilizing a rope ladder from ground to height, five to seven obstacles allowing the participant to navigate tree to tree, and a zipline that will end each site and bring participants back to the ground. All together the course will include 2 tarzan swings, 35 to 40 obstacles, and 5 to 6 ziplines. Each course is designed specifically for the topographical and environmental sensitivities of the proposed location. A video that provides an introduction to our concept and an esthetic of the course can be found at the bottom of the webpage using the following link: <http://goape.com/new-course>.

Go Ape’s Treetop Adventure course is designed for guests of ages 10 and over with a minimum height of 4 feet 7 inches. The safety systems utilized ensure that guests remain attached to the safety lines at all times while in the trees. Participants only become unattached when they safely return to the ground.

Adults are encouraged to participate with their children, as it the activity is an excellent form of family bonding. In the case of participants under the age of 16, adult supervision is required. Go Ape guests and other park users are encouraged to view the course activity from the ground on trails below the course to watch their friends and family swing through the trees.

Proposed Site

Go Ape believes the proposed course location for Stony Creek MetroPark is ideal due to its visibility with other park visitors, access to major roads, and popular assortment of other outdoor activities (boating, golf, trails, picnic areas, etc.). The location also provides accessibility for our build and operations that will ensure the course can be built with limited environmental impact. We often find that our course serves as an introduction of new visitors to park amenities resulting in continued use in the future. In some of our locations we have as much as 90 percent unique visitors in a year (that have never been to the location), which provides a lot of added exposure to parks' existing amenities.

Go Ape will work closely with HCMA to determine the suitability of the course location and trails to help refine the design based on environmental factors. Go Ape is confident that this site has the elements to make for a fantastic course. Go Ape also believes that this proposed location fills many of the infrastructure constraints of building and operating a course, including ADA bathroom accessibility, parking, suitable tree stands, emergency and build team access to the course, amongst many others. The entire course can be built on existing trees and will not require the use of poles. The course at Stony Creek MetroPark will cover at least 5 acres and include over 40 obstacles, 2 tarzan swings, and at least 5 ziplines. We hope to have a course area that covers 2 parts of the forest with ziplines crossing the open pasture. The following view provides the catchment area of the proposed course, build staging areas, and proposed point of sale and storage area (cabin).

Catchment Area of the Course



An example of our course designs and the limited presence we have in the course area is demonstrated below with our Eagle Creek Park Course design, under a partnership with Indy Parks in Indianapolis, IN. Similar to all of our courses, this course at Eagle Creek Park occupies a small amount of space, approximately 5 acres, within the trees.

Sample Go Ape Course Design for Reference



Go Ape will ensure, as we do in all our partnerships, that no existing public uses will be negatively impacted by our presence. The exact of the location of the proposed second course in Kensington MetroPark can determined following the first year of operation at Stony Creek MetroPark.

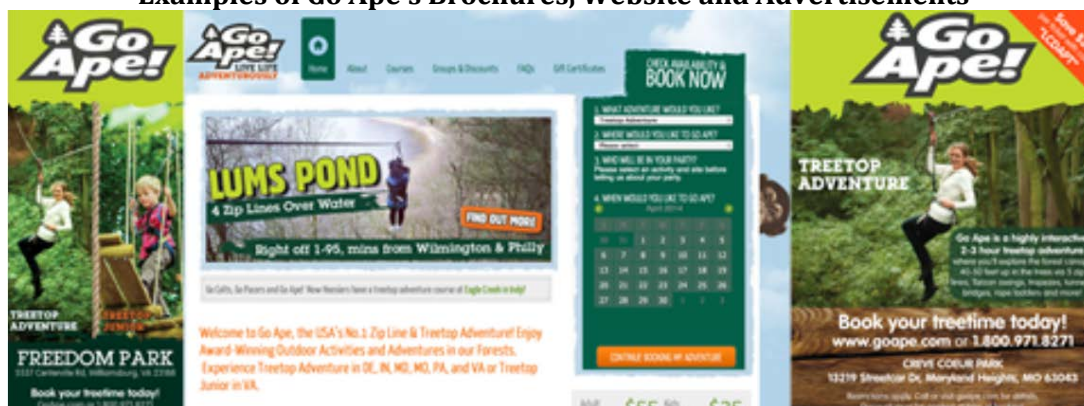
Competitive Comparison

Go Ape is the only provider of treetop adventure experiences whose entire business model is to support public parks and the communities they serve. Currently, there is no other operator who provides a turnkey solution to the parks industry. In comparison to other ropes course or zipline operators, Go Ape is the largest and most successful business in the industry with over 5 million participants having safely experienced one of our courses.

Sales Literature

Examples of sales literature used to attract visitors to the course include our website, eblasts, brochures, travel maps, and newspaper and magazine advertisements. Some examples can be seen below.

Examples of Go Ape's Brochures, Website and Advertisements



Sourcing and Fulfillment

Sourcing

From a sourcing perspective, all Go Ape experiences will be conducted at Stony Creek MetroPark. Regarding merchandise sales, Go Ape proposes to sell Go Ape branded t-shirts and water bottles. This merchandise will be procured from US based businesses such as American Apparel and Nalgene.

Fulfillment

Go Ape customers utilize several methods in order to reserve or fulfill time on the course. 80% of our customers make reservations in advance by using Go Ape's custom built, proprietary booking system, Inforgen, through www.goape.com. In addition to using Inforgen through our website, another 10% of our customers will fulfill orders to take part in Go Ape by calling our call center at 1-800-971-8271. Our Call Center is available to take orders 7 days a week between the hours of 7am and 10pm EST. The Go Ape Call Center records all purchases through Inforgen, providing full transparency to HCMA. The remaining 10% of Go Ape customers do not reserve time on the course ahead of time, but rather "walk-up" to the cabin and hope to obtain a booking time that is convenient for them. Orders are fulfilled at the cabin by our operations team, once again utilizing Inforgen to ensure all customers are appropriately tracked and accounted for.

Go Ape primarily uses two types of software when compiling accounting and financial data (Inforgen and Quickbooks). The first is Go Ape's custom built, proprietary booking system, Inforgen, which assigns a unique identifier to each booking. Using Inforgen, a customer's account can be viewed using this reference number or any other identifying information, including name, email address, date of activity, etc. Inforgen serves as a data center for all booking information. A selection of the different types of data that can be extracted from Inforgen includes:

- Customer/Group booking details (Name, Contact Details, Date of Booking, Date of Activity, etc.)
- Breakdown of participants by day, including type (i.e. Gorillas/Orangutans/Baboons), time of session, price paid, promotion or discounts used
- Point of purchase, i.e. if booking was made online, via the call center or at the Go Ape course
- Promotion and Discount details, including the dollar amount charged to each code and the date of expiration for each code
- Gift certificate details, including date of issue, redemption or cancellation date
- Activity details, including number of historical or future bookings by date and time
- Payment details, including type of payment, admission fees received, refunds issued
- Monthly and Quarterly reporting is available upon request

For accounting purposes, Inforgen extracts on payment details are reconciled to bank account statements by Go Ape employees on a weekly basis and by Go Ape's external accounting firm, Friedman & Associates, PC, on a quarterly basis. These extracts are also used to compile the data to compute local, state and federal tax returns.

The other accounting software that Go Ape uses is QuickBooks (Premier Accountant Edition). Book keeping is done on a weekly basis and includes downloading bank account transactions and reconciling them to the company's check register along with downloading corporate credit card

transactions and reconciling them to employee expense reports and receipts. Go Ape's accounting records/books are also reconciled by its external accountants on a quarterly and yearly basis.

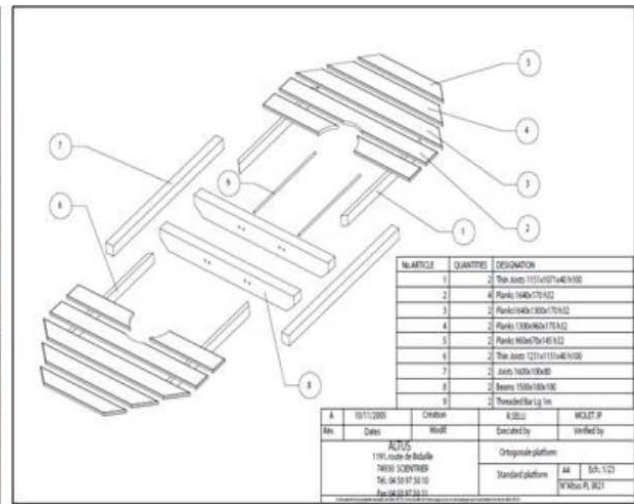
Technology

Low Footprint Construction

Go Ape course construction takes approximately four to six weeks to complete. The course elements are built off-site and the main installation technique is to ascend the designated trees using arborist climbing equipment and affix the course obstacles to the trees by hand, without harming the health of the tree. Our construction team has built over 150 similar courses around the world and has developed special techniques, without the use of cranes or other destructive instruments to develop the course.

Timber for course construction is from sustainable sources. Go Ape uses protective staves and bracing to keep the cabling and platforms off the trees to ensure the trees are allowed to grow freely. Moreover, platforms are monitored and adjusted when appropriate to allow for tree growth. Tree roots are protected by either the path of the trails or placement of woodchip surrounding the base of the tree roots. In our 14-year history, Go Ape has placed these platforms on over 850 trees without any major impacts that would cause their removal. Go Ape will also remove deadwood from trees and branches around the course area to ensure the safety of participants and non-participants and maintain proper forestry practices.

Platforms and Tree Bracing



Course Materials and Platform Design



Short participant trails will also need to be created for the course to allow instructors and other park visitors the ability to view the participants from the ground. These trails will be created and maintained in accordance with park policies and will be designed to minimize soil disturbance. Woodchips used in landing zones and inside stockades (the fenced in access points) provide a natural impact-absorbing surface and is a great habitat for bugs and beetles and also benefit birdlife. The brush or deadwood is left in situ to create habitat piles, which are important habitats for invertebrates and small mammals. Go Ape has implemented sustainable habitat improvement features at various courses including the erection of bird boxes, bat boxes and habitat piles. Should we require new trails, Go Ape will work with the park to gain approval of their placement and work collaboratively to determine the best method to create the trails.

The construction will also include fencing around each of the access points on the course with a lock to prohibit unauthorized access by non-Go Ape participants.

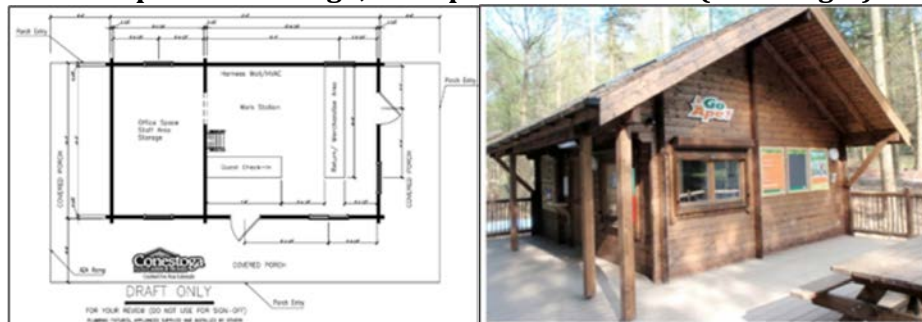
Site Entry Lock; Site Entry Fencing (left to right)



Go Ape will also require an operational facility to serve as the point of sale location and store the course equipment. If available, Go Ape can use existing park facilities or construct a new cabin. If a separate Go Ape cabin is required, Go Ape is flexible with the exterior and appearance, but we prefer the log cabin esthetic for a more natural look. The cabin is 500 square feet and is a pre-

fabricated unit. The picture below provides examples of the cabin exterior design and exterior view.

Example Cabin Design; Example Cabin Exterior (left to right)



Due to the length of time required for permitting for the cabin, Go Ape requests either to use a temporary construction trailer (8' x 40' ft) for the first three to six months of operation until the cabin permitting and site plan is fully approved.

Environmentally Sustainable Operations

Once operational, Go Ape will continue to work with HCMA to monitor and report any impacts of the course fixtures on the local environment. Go Ape recycles at the course cabin and reduces energy consumption where possible. Furthermore, Go Ape has daily, weekly, monthly and annual inspections and procedures to ensure the safety and environmental preservation of our course and will mitigate impact.

Throughout the operation of the course, woodchip is placed around the base of those trees where participants and non-participants may walk underneath. These woodchips will be refreshed throughout the year to ensure that root impaction is kept to a minimum. Additionally, root impaction is further avoided by the development of trails to keep foot traffic away from tree roots. Appropriately placed signage and Go Ape staff will encourage participants and non-participants to stay on the trails while walking within the course area on the ground to not impact sensitive roots. Over time, trails can be re-routed to disperse foot traffic and potential impaction away from frequently travelled areas. The initial tree reports and environmental study will be used as a baseline for comparison against future annual inspections to determine impacts. Due to these efforts, Go Ape has not had a major impact on any of the 850+ trees that are used on the course since inception, 14 years ago. All pruning and felling that does need to take place will be done against the ANSI A300 standard.

Go Ape has recorded no wildlife impacts from our operation, but in several cases have created bird boxes and bat boxes as an additional measure to ensure local wildlife is not impacted by the course.

If at the end of the contract, HCMA wishes to remove the course, Go Ape can do so with little environmental footprint. Within six months of the removal of the course and trails, park officials can expect regeneration of the understory throughout the trail areas and no lasting impact to the course trees.

Course Technology

The course utilizes an easy to use continuous belay system that ensures participants are always safe while on the course. On a continuous belay system participants are connected to a wire rope (the lifeline) at the beginning of the course and fully secured throughout the entire activity until they return to the ground.

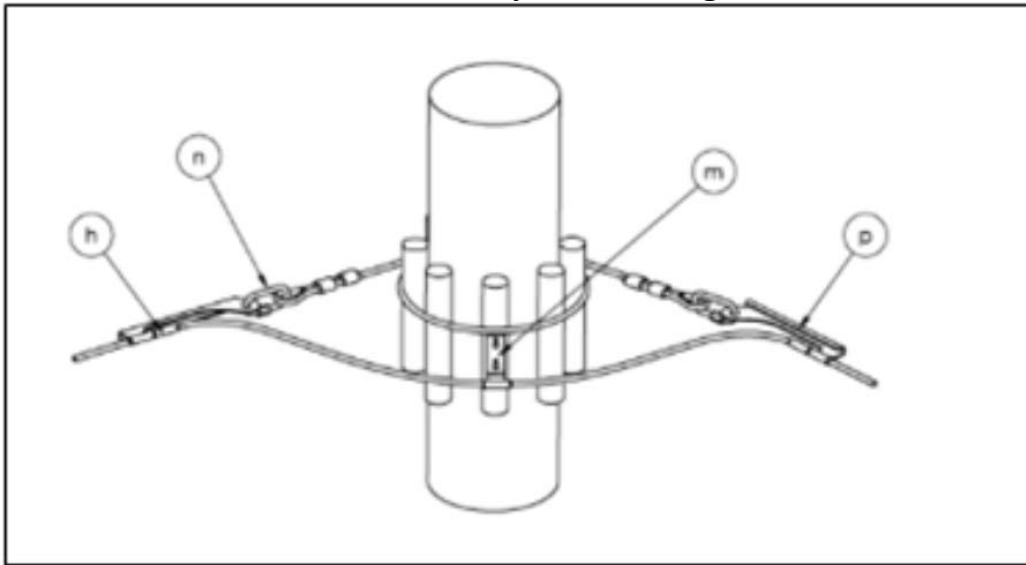
For the Stony Creek MetroPark course, Go Ape has chosen to incorporate a continuous belay lifeline design versus other options available such as a cow's tail, smart belay or clever carabiner system. On a continuous belay system participants are connected onto a wire rope (the lifeline) at the beginning of the course and fully secured throughout the entire activity until they return to the ground. To provide the safest experience possible while not taking away from the forest exploration and adventure, a continuous belay has been determined to be the best option for the course at Stony Creek MetroPark.

Go Ape has tested alternative attachment methods such as clever carabiners systems for over 3 years and has found they require constant maintenance due to the many moving parts of the device. Furthermore, we found clever carabiners to be unreliable and difficult for children to use.

The continuous belay system offers a tested and innovative method for keeping participants constantly attached and safe on the course, while providing an exciting experience. Go Ape is the only operator in the world that can currently provide our very popular tarzan swing activity on a continuous belay system. With these offerings and all our existing elements of the course, Go Ape's use of the continuous belay technology combines a safe connection system, while remaining the most exciting treetop adventure in the country.

Below is a diagram of the attachment mechanism for the continuous belay lifeline that is placed between the trees. Also in this diagram are the protective staves that are the sacrificial battens that protect the tree.

Continuous Belay Lifeline Design



Overall, the continuous belay system incorporates a very simple design, which is easy for children to use and is extremely safe, reliable and cost effective. Among other locations, the continuous belay system has been used for several years on our Williamsburg Junior course.

Freedom Park Junior Course and Continuous Belay System Pictures



Below is a picture for our custom pulley, as well as a picture of the standard harness used on our courses. Additional information can be provided upon request regarding Go Ape's extensive

operations manual that details all operations practices, method statements, checklists and situational best practices.

Pulley Design and Participant Harness (left to right)



Future Products and Services

Go Ape has the ability to also add additional amenities to Stony Creek MetroPark as HCMA desires, such as the Go Ape Treetop Adventure Junior Course. The Treetop Junior course allows adventurers younger than 10 and over 3'3" to enjoy the treetops. Treetop Junior is designed and built specifically for children. The course is made up of 20 obstacles and 2 zip lines that are navigated off of a main platform and provides a 1 to 1.5 hr experience. The course utilizes an easy to use continuous belay system that ensures participants are always safe while on the course.

Furthermore, Go Ape would have the ability to construct and operate a second treetop adventure course at Kensington MetroPark, but strongly believes that an additional course should not be built simultaneously to ensure the success of the first operation. Although Go Ape can say with confidence that the first course in Stony Creek MetroPark will be a success, it is important for us to capture participant demographic information prior to build a second course within the same addressable market to ensure the courses do not cannibalize each other nor negatively impact the sustainability of the operation as a whole. This assessment can be made after the first year with HCMA.

Market Analysis Summary

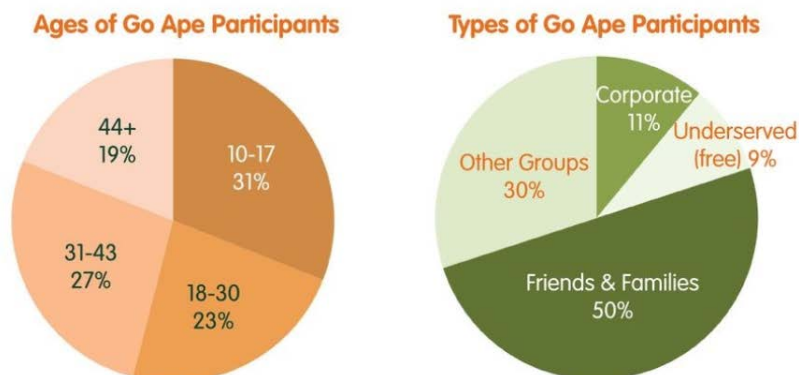
Market Segmentation

A Go Ape Treetop Adventure course is an inclusive outdoor adventure opportunity, which focuses on exciting means of physical exercise with an environmental education component. The treetop adventure course is inclusive, in terms of age, physical ability, tolerance of adventure, price and those participants with disabilities. The Go Ape Treetop Adventure Course is designed for persons aged 10 years and over, with a minimum height of 4'7" and maximum weight of 285 pounds. To date, our oldest participant is a 92-year-old grandmother who celebrated her birthday at one of our courses with her grandchildren. A Go Ape Treetop Adventure course seeks to build confidence in its participants, further encouraging a sense of outdoor adventure.

The graphics below demonstrates our course's diverse demographic draw taken from our first two years at Go Ape Rock Creek in Rockville, MD.

Go Ape Demographic Breakouts

The course is very popular with groups including; friends, youth, corporate, and families of all ages. We regularly have grandparents participating with their grandchildren, but are most successful at engaging the hard to reach teenage and twenty-something groups.



Target Market Segment Strategy

Go Ape understands that our courses will not reach their potential without proper understanding of our target market. Based on the location of the course (hidden within the treetops of the forest), it is imperative that Go Ape develops effective marketing plans as well as allocating sufficient resources to execute the plan. Go Ape has opened courses in populated and tourist destinations and has a demonstrated track record of exceeding target participant numbers, in part due to our well thought-out marketing plan.

Go Ape has a deep understanding of its customer base. We routinely mine data from our waivers to better understand the breakdown of our participants by age, sex and location. Moreover, Go Ape recently commissioned an independent market study to analyze our participants in greater detail.

The results of this study provided us with specific participant details, including motivation for coming and lifestyle choices to target our marketing.

We have found there to be four distinct participant segments that compose Go Ape’s target market and represent 90 percent of our participants. These participant segments and their individual needs are:

- Established Families – creating memories, establishing their family history, reinforcing family values, activity is time sensitive
- Young Singles – exploring life and the outdoors, seize all opportunities for fun and new experiences
- Young Parents – keeping in contact with themselves (as a couple) and with single friends, activity is time sensitive
- Extreme Adventurers – all things outdoors is a passion, spending time with less ambitious partners or friends

This survey consisted of over 1,000 interviews and an in-depth quantitative and qualitative study across 1,500 participants. This research highlights that the Go Ape experience appeals to a broad demographic, not just the young and adventurous types. Another key finding is the high level of participant satisfaction and desire to return to the course. Based on this market research, it can be assumed that participants to a new Go Ape course would closely mirror the segments identified in this market study. The following table provides a high-level summary of the market research and the market segments that make up 90 percent of our participants.

Participant Demographics

Participant Segments	Portion of Go Ape Participants	Average Age	Definitely Recommend	Visit Again	Key Attributes
Established Families	~40%	45 and 12	71%	65%	Have kids > 10 yrs Think it is important to stay active and treat their kids to fun experiences Important that kids grow up into well rounded people
Young Singles	~ 20%	25	73%	67%	Focus is career/friends before family Think of themselves as adventurous, sociable, competitive and fun 20 and 30 somethings
Young Parents	~ 20%	31	81%	70%	Couples, with kids <10 yr old and too young to take part in activity
Extreme Adventurers	~ 10%	34	70%	66%	More male (62%) than female Think of themselves as very adventurous

Based on the age profiles of our initial 5 million participants, each Go Ape course is designed to appeal to a broad demographic. We excel at involving the hard to engage elementary aged children, teenagers and twenty somethings.

As shown, Go Ape's target market segment is groups of friends and families. Our activity provides an ideal shared experience, allowing friends and families to enjoy each other's company as well as the outdoors while taking part in a physical activity.

Market Needs

The Detroit Metro area has a need for family friendly outdoor activities, which engage individuals from a diverse age group. Currently, there are existing high ropes adventures within the area, specifically in West Bloomfield, but Go Ape believes the market needs have not been fully satisfied. Go Ape is familiar with the operator at Bloomfield and have competed within the Washington DC metro area and feels very confident that our course and operation will be successful when compared to this operation. The numbers at Stony Creek MetroPark may be slightly lower initially when compared to a metro area with no competition, like Cleveland (Go Ape Mill Stream Run), but this reinforces our recommendation for an iterative development approach that enables an exploration of the numbers and the participant demographics.

Market Trends

Within the ropes course and zipline industry, the following market trends are prevalent:

- Consumers are travelling significant distances to experience new and unique treetop adventure and zipline activities.
- Consumers are seeking new ways to experience the outdoors.
- Recognizing that a sedentary lifestyle can lead to long term health issues, consumers are interested in taking part in physical activities.
- Amongst children and young adults, participation in team sports has been trending downwards for the past decade. Sports and activities for smaller groups (mountain biking, skateboarding, other "extreme" sports) have trended upwards.

Market Growth

While the ropes course and zipline industry is rapidly growing within the United States, countries such as England, Germany and France have hundreds of courses and a mature industry. This is a rapidly growing industry and market saturation will not be reached for a significant period of time across the US, but attention needs to be paid locally to ensure that market saturation is not reached before new courses are developed with the Detroit market.

Industry Analysis

In the United States, Outward Bound is widely considered as producing the first ropes course in the 1960s. Since that time, the market has been dominated by camps, schools and non-profits with a focus on providing an educational experience. For the 12 courses Go Ape currently operates with park partners, 6 of the contracts were sole-sourced and the other 6 were released for public bid and we were the only bidders. We have not encountered any other adventure course provider that is working with public parks.

Industry Participants

The ropes course and zipline industry includes the following:

- Camps focusing on experiential education;
- Ski Resorts, Zoos and Museums with recreation focused ropes courses and ziplines;
- Parks with ropes courses providing physical activity for their visitors;
- Mobile stand-alone zipline operators at fairs, festivals and special events; and
- Builders who focus on the development of ropes courses and ziplines, but who do not operate or fund themselves.

Distribution Patterns

All bookings will be processed through Go Ape’s proprietary booking system, Infrogen, with 80% fulfillment online at www.goape.com, 10% through the Call Center and 10% via walk-up bookings at the operations cabin. No other distribution patterns are available to prospective Go Ape customers. Go Ape is exploring affiliate sales through non-profit groups as a means to raise money for their organizations and developed increased methods of distributing tickets.

Competition and Buying Patterns

Within the Detroit Metro area, a comparable competing experience does not exist to Go Ape Treetop Adventure (40+ obstacles, 2 Tarzan Swings and 5 ziplines). The closest competitor is Adventure Park at West Bloomfield, located in the campus of JCC in West Bloomfield, Michigan. Our course will be a more exciting alternative to this course, but will also offer traditional team building to further differentiate our service offering. We have been in the same market as the West Bloomfield organization in the past and fared far better because of our more exciting obstacles and superior customer service.

We want to attempt an iterative development with the courses in the Detroit Metro area and not develop two courses at once to allow time to gauge the market and gather participant demographics before adding a second course. Adding a second course without the appropriate time to determine the success of the existing course could cause unnecessary cannibalization and increase the risk of the operation and otherwise undermine the goals of HCMA.

Main Competitors

Go Ape does not have any main competitors whose sole focus is to provide a full-service solution to public parks departments to add treetop adventure courses.

Strategy and Implementation Summary

Strategy Pyramid



Value Proposition

Go Ape is the leading provider of high rope adventure courses and offers a fun, active, outdoor, eco-educational experience. Such an offering is a welcomed, memory-making activity as it allows for guests to disconnect from their technology-centered lives and experience the outdoors from an exciting vantage point up in the trees. Go Ape is a unique activity that allows people of varying ages and physical abilities to enjoy.

Competitive Edge

Go Ape is the market-leader in treetop adventure courses worldwide. Since opening our first course in 2002, Go Ape has established many industry-leading practices. Through the 5 million guests that have safely completed a Go Ape course, we have unparalleled market and operations data. Our ability to assess operational efficiencies, guest experience and marketing campaigns, among others, has allowed us to improve our product offering. For example, our session size and timing is a product of understanding course flow and design coupled with our goal to minimize parking spaces used. On the other hand, inexperienced providers will offer what may look like a similar high ropes adventure course offering, but in fact contribute to low guest satisfaction due to bottlenecks or the inability to complete the course.

Additionally, our tenure and success as a business provides us with the financial means to continually innovate and offer our guests a fantastic experience. Our bespoke training program for

our staff coupled with well-compensated wages translates into consistently positive interactions with our guests and partners.

Marketing Strategy

Our marketing strategy is to create awareness and demand for Go Ape in the Detroit Metro area. Building the Go Ape brand in a new market is something we have successfully done in dozens of locations and with each new course contributes to our national brand recognition. Our strategy requires us to successfully communicate the experience and product to potential guests and builds on our focus of delivering a superior product. As part of our strategy, we are continually evaluating the needs of our current and prospective guests in order to target how and where people choose to use their disposable income.

The unique nature of Go Ape's treetop adventure offering is that the course is more than just a series of ziplines. Moreover, the term ropes course often conjures up images of a camp style ropes course, which tends to be limited in its offering and typically on telephone poles and does not illicit the same "into nature" feel that a Go Ape course provides.

In developing its marketing plan for a course, Go Ape will focus on these qualities while promoting the unique characteristics of the Stony Creek MetroPark. This strategy serves as the starting point to our comprehensive marketing plan, which is tailored to the Detroit Metro area. The details of the marketing plan are explained in the Marketing Programs section below.

Positioning Statements

Go Ape offers a unique outdoor experience to people of varying ages and abilities. Not only does Go Ape provide a physically demanding recreational experience, we provide one in which educational components are discreetly interweaved throughout the course. Our guests enjoy learning about the environmental, cultural and/or historical aspects of the surrounding area and about opportunities to become good environmental stewards. Guests are also excited to learn about the benefits that Go Ape brings to their communities through partnerships with non-profits and a new amenity that provides a revenue share back to their park system.

Pricing Strategy

Go Ape proposes to have two advertised admission fees:

- \$58 – 18 years of age and older
- \$38 – 10 to 17 years of age

Go Ape's 14-year operational record has provided valuable insight into the pricing model. Go Ape compares its proposed pricing to various industry competitors as well as other market substitutes. Go Ape believes that the admission fees of \$58 and \$38 for adults and children, respectively, will allow for Go Ape to achieve its target participant numbers, while maintaining a high quality participant experience. The graphic that follows is a table comparing Go Ape to the average cost of activities that participants consider when planning an activity / special event. Note that average

prices for the activities are taken from vendors in the area, but have proven consistent with our other locations around the country.

Cost Comparison Example in Region

Activity	Adult Price	Child Price	Duration
Detroit Zoo	\$ 14.00	\$ 10.00	1 day
Trapped in a Room with a Zombie. (room escape puzzle adv	\$ 28.00	\$ 28.00	1 hour
Cedar Point Amusement Park	\$ 52.00	\$ 52.00	1 day
Go Ape	\$ 57.00	\$ 37.00	2-3 hours
Detroit Segway Guided Tour	\$ 70.00	\$ 70.00	2 hours
Detroit Loins NFL single game ticket	\$ 100.00	\$ 100.00	2-4 hours
Sky Adventures Hot Air Balloon Ride	\$ 190.00	\$ 190.00	45-60 minutes
Midwest Freetail Skydiving	\$ 229.00	N/A	2-3 hours

Go Ape understands that this pricing structure may be too expensive for the lower-income/disadvantaged population. In an effort to reach underserved populations, Go Ape offers targeted discounts and promotions throughout the year. Go Ape will consult HCMA to provide various non-profit organizations with free and discounted tickets to the disadvantaged community. Moreover, we will offer special discounts for various groups, to include; military members, police, firefighters and youth/school groups. These tickets are generally offered during non-peak times, so these giveaways and promotions will not materially impact the overall revenue to HCMA.

Promotion Strategy

Our Promotion Strategy in a new market is to create and promote product awareness. As past experience has proven, once a potential guest learns about us that they are highly likely to purchase a ticket. We will promote Go Ape to the Huron-Clinton area by securing coverage from traditional media (print and radio) and social media outlets for our grand opening. As Go Ape is an exciting and new activity to the Detroit Metro area, we expect strong interest in covering our opening at a Stony Creek MetroPark. Once the initial buzz from the grand opening subsides, we will then invest significant sums into advertising to ensure that Go Ape is recognized as a new outdoor attraction within the region.

Distribution Patterns

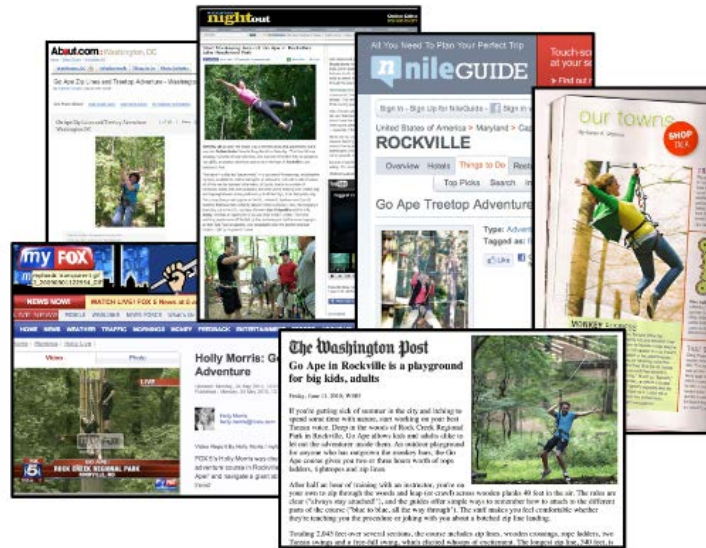
Go offers four distinct booking options. The majority of our guests (80%) book online through our website. This option allows our guests to view all available treetime sessions for the day of their choice throughout the current season. For those guests that would prefer to speak to a person for their booking, we have a trained call center to assist with answering any questions and to execute sales. Walk-by bookings accounts for 10% of our sales and are processed by our team in our operations cabin. The last channel is through our group bookings team, where both email and calls are processed to book groups of 14 or more guests.

Marketing Programs

Go Ape dedicates significant marketing dollars to opening a course and continued spend throughout the year in order to ensure media coverage and buzz about the course. Our PR

campaigns secure press in media through online, radio, television, and print sources. Examples can be provided upon request <http://bit.ly/ynTBjv>.

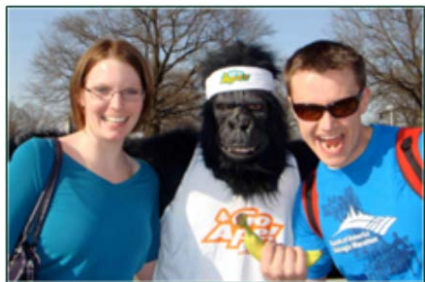
Examples of Media Coverage



Our marketing programs will not only highlight the Go Ape activity, but also the other amenities at Stony Creek MetroPark and other activities within HCMA and its importance and positive impact to the community. One of the most valuable marketing assets Go Ape can offer is our brand and the exposure to a broader audience across the United States. Go Ape’s website, brochures (in hotels and other tourist destinations), cabins, and all marketing material in locations around the country will have the location at the Stony Creek MetroPark and any other potential park HCMA locations. This marketing push coupled with our high customer ratings on Trip Advisor (#1 Rated Activity in Each Location), Yelp, our internal feedback system, and various awards (such as Best Outdoor Activity in Eastern VA by Virginia Living Magazine and top 10 zipline adventures according to USA Today) provides an examples of the effort Go Ape makes to provide significant visibility and interest in our course(s).

A selection of the various marketing programs we have include: Ape Spotting Events, Web Site and Social Media, Signage and Print Materials.

Ape Spotting



Go Ape organizes “Ape Spottings” at numerous local meeting places and events. A Go Ape “Gorilla” and other employees will hand out informational cards (business card size) and free Go Ape branded bananas. Go Ape ties these events to social media by informing our Followers of the next Ape Spotting location and offering prizes to those that post pictures of themselves with our “Gorilla.”

Grand Opening

We will organize the grand opening of our new course to be a highly publicized event. We hope to have HCMA officials participate in the opening with a few remarks, as well as other prominent individuals from the community. In addition, Go Ape will work

with local businesses and organizations to help spread the word, as well as offer freebies and discounts to opening day attendees.

Website and Social Media

Go Ape incorporates an award winning, custom website (<http://www.goape.com>) to provide prospective participants with a wealth of information regarding all our courses. To provide visibility and educate the public about our course, we will establish a map that flags the Stony Creek MetroPark location and also dedicate a webpage to the course. This park specific page will include informative videos, course details and an interactive Google Maps service to provide participants with reliable directions and information about the park. A course webpage will look similar to the webpage below.

Sample Go Ape Park Specific Website



Moreover, social media has become an important part of the Go Ape experience. Both Facebook (<https://www.facebook.com/GoApeUSA>) and Twitter (<http://twitter.com/#!/goapeusa>) are popular sites for Go Ape participants. For example, over 36,000 people have become Facebook fans of Go Ape USA. Fans and followers share their experiences through these social media outlets and also serve as an effective group for spreading information regarding upcoming events and promotions. Facebook ads and promoted posts to target those who have already joined our page are utilized, as well as targeting by region, age and interest.

Guests of Go Ape have continued to provide positive feedback from our thrilling treetop adventure course. By providing a unique experience for our participants, we have also achieved various earned media and positive rankings from independent social sites like Trip Advisor and Yelp. Currently, we are the #1 ranked attraction in all of our markets. This is particularly impressive in Williamsburg, VA as our competitors include the nation's largest waterpark -Water Country USA, a large amusement park - Busch Gardens, and Colonial Williamsburg (http://www.tripadvisor.com/Attractions-g58313-Activities-Williamsburg_Virginia.html). Go Ape USA was also ranked in the top 10 percent of all the organizations in Trip Advisor worldwide.

Go Ape has been recognized by TripAdvisor with the Certificate of Excellence in 2013 through 2015. This certificate is only given to establishments that consistently achieve outstanding traveler reviews on TripAdvisor.

Partnership Marketing

By partnering with Go Ape, HCMA can also leverage the visibility that Go Ape receives from our partners around the country. Below are two of the many examples of the prominent visibility our course attains on high volume tourism, non-profit, and park webpages with <http://www.visitindy.com>, the official tourism website for Indianapolis, and <http://www.destateparks.com/>, Delaware State Parks website. Because of our partnerships with government organizations, these groups can also leverage their existing relationships with local non-profits and tourism groups to increase the visibility of Go Ape. By partnering with Go Ape, HCMA is able to gain increased exposure for its park on the Go Ape website.

Indy.com and Delaware State Park Website Examples



Adwords and Retargeting

Go Ape will use both Google and Bing adword campaigns throughout the year to promote the Go Ape course at the Stony Creek MetroPark. These campaigns will capture users searching specific keywords aligned to our use and optimized for the state and specific radiuses around the course. In addition to adwords, Go Ape will use retargeting ads to capture users who have previously visited GoApe.com. These serve as a reminder to come back and visit the website and book an adventure. Both adwords and retargeting ads have proven successful at attracting new guests to our courses and the park.

Signage and Print Materials



Go Ape creates well-placed signage at the reception cabin and, where possible, internal park directional signage as well as external signage along major roads. Go Ape will work with HCMA staff to develop, design and, if necessary, produce attractive, easy to read signs that will fit into the signage scheme of the park. An example of a directional sign used at our Rockville, MD course is displayed on the right. HCMA will approve the design and location prior to fabrication.

Sales literature will be used to attract participants to the course. This will be distributed throughout the region, the prominent metro area, and other Detroit locations and events. Examples of this type of literature include brochures, travel maps, and newspaper and magazine advertisements, which will initially be provided to HMCA for approval.

Sales Strategy

Go Ape will invest significant dollars into its sales strategy to convert interest to course bookings. History has proven that once a guest completes the course that they are highly likely to

recommend Go Ape to their friends and family. Moreover, our bookings confirm this is the case as it is inquired from our guests how they heard about Go Ape.

Sales Forecast

Our 14 years of experience building and operating high rope adventure courses allows us superior insight to forecast our sales. Although each of the markets that we enter has distinguishing factors, we are still able to use our experience to form realistic forecasts. Below is our sales forecast for a course at Stony Creek MetroPark.

Proposed Stony Creek MetroPark Numbers

	Year 1	Year 2	Year 3	Year 4	Year 5-15
Total Customers per Year	13,950	15,500	18,830	21,550	26,000
Adults	10,950	12,000	14,330	15,550	18,980
Kids	3,000	3,500	4,500	6,000	7,020
Total Revenue per Year	\$ 655,650	\$ 682,000	\$ 828,520	\$ 948,200	\$ 1,144,000

Sales Programs

In order to achieve our visitor number targets, Go Ape proactively targets our core demographic (see Target Market Segmentation above). Our sales and marketing team will contact various groups (corporates, meet-ups, sport teams, scouts, etc.) to propose Go Ape as a fantastic teambuilding activity. Our team will also promote the other amenities that Stony Creek MetroPark has to offer to create an inclusive all-day experience. Individuals and families are reached by way of direct marketing and advertising, such as through Google adwords and Facebook sponsored posts. Lastly, Go Ape will implement selective discounting for non-peak periods.

Strategic Alliances

Go Ape forms partnerships with both our park partners and with surrounding groups in the community. For example, Go Ape forms strategic alliances with the Friends of the Park group to assist with environmental stewardship projects and hosts fundraising events for these groups at the course. Such a partnership helps these groups with building awareness for their organization while raising money for their programs.

For our Rock Creek Park course, Go Ape chose to highlight the nonprofit organization, City Kids Wilderness Project, whose mission is to provide enriching life and outdoor experiences to underserved and at-risk youth. Go Ape helped with programming and also raised approximately \$5,000 for the organization. Go Ape will offer the same benefits to Detroit area non-profit associations.

Boy Scout Non-Native Removal Event at Go Ape; City Kids Wilderness Foundation (left to right)



On a national level, Go Ape has a partnership with the U.S. Fish and Wildlife Service and together we strive to educate park visitors on wildlife conservation. Additionally, Go Ape is aligned with programs such as “No Child Left Inside” and the “Let’s Move” campaign to encourage more elementary aged children to be physically active.

Most recently, Go Ape has developed a relationship with Big Brothers, Big Sisters to provide opportunities for youths to experience outdoor adventure. Through this relationship, further emphasis is placed on encouraging an inclusive confidence-building outdoor adventure activity for young participants, including the underserved. In furtherance of this relationship, Go Ape promoted the “National Live Life Adventurously Day,” during which we donated one ticket to Big Brothers Big Sisters for every ticket purchased.

Promotional Advertisement for National Live Life Adventurously Day



These relationships can be leveraged by HCMA to attract additional visitors to its parks at the same time supporting the local community.

Milestones

There are many milestones that contribute to the delivery of a successful Go Ape course at Stony Creek Metropark.

On Day 1 of the award, Dan D'Agostino, Go Ape's USA Managing Director, will consult with the respective HCMA official(s) and will provide a detailed schedule for discussion and feedback. The schedule below reflects an average time and completion date for each activity. Following award, scheduled activities #1 (Submit Proposal and Approval) and #2 (Prepare Lease Agreement) are largely dependent on action from HCMA. The Design Review should be performed in coordination with HCMA for approval. Inspections and Engineering Review are performed by an independent inspector who will inspect the course against the ACCT standard or ANSI/PRCA standard, depending upon PRCA's preference. Go Ape has confidence in the timelines for the remaining activities based on our vast experience in building high ropes adventure courses.

Stony Creek MetroPark Proposed Schedule - 2016 - Treetop Adventure Course

ACTIVITIES	DESCRIPTION	LENGTH (DAYS)	CALENDAR
Submit Proposal and Approval	HCMA review of proposal and award	30 days	11/1/2015 – 11/30/2015
Finalize Management Services Agreement	HCMA and Go Ape to agree to terms and finalize Management Services Agreement	30 days	12/1/2015 – 1/4/2016
Park Approvals	Park Commission or similar internal approvals	14 days	1/4/2016 – 1/18/2016
Course Design	Conduct design of treetop adventure course	28 days	1/18/2016 – 2/8/2016
Design Review	Provide HCMA the proposed design and incorporate feedback	7 days	2/1/2016 – 2/8/2016
Independent Tree Inspection	Tree inspection prior to development	1 day	2/11/2016
Treetop Adventure Course Development	Install all platforms, obstacles, course ziplines and accompanying infrastructure	28 days	3/7/2016 – 4/2/2016
Marketing	Upon signing of the Management Services Agreement, marketing activities will commence via; radio, social media, PR, etc. Brochures and advertising designs will be created and manufactured. Marketing activities will be approved by HCMA.	120 days	1/4/2016 – 5/4/2016
Inspections and Engineering Review	Conduct independent inspections of the course against ACCT or ANSI/PRCA standard	7 days	4/6/2016 – 4/12/2016
Staffing and Training	Hire all operations staff and provide mandatory 2 week safety training to all	60 days	2/1/2016 – 4/1/2016
Opening	Open Go Ape to the public!	1 day	4/16/2016

Web Plan Summary

Website Marketing Strategy

As detailed in section Marketing Programs above, Go Ape's website marketing strategy is centered on its custom designed website, www.goape.com. With 80% of our customers using the website to make their reservations for the course, it is apparent that our marketing initiatives have worked. Furthermore, it is important that GoApe.com continues to be a highly visited website as our business depends on it. To encourage customers to visit and utilize the website, the web address is prominently displayed on every piece of marketing material Go Ape uses, to include:

- Brochures
- Print Ads
- Radio Ads
- Cabin Signage
- Google Adwords

One of the most effective marketing channels that Go Ape utilizes is through social media such as Facebook, Twitter, LinkedIn and Pinterest. While it is important that these channels operate on their own, our focus on each of these outlets is to encourage visitation to the website as this is the primary booking channel.

Moreover, the Go Ape website receives visibility on high volume tourism, non-profit, and park webpages with <http://www.visitindy.com>, the official tourism website for Indianapolis, and <http://www.destateparks.com/>, Delaware State Parks website through our park partnerships. Overall, there is not a marketing initiative that Go Ape will undertake where driving visitors to the website is not the primary focus.

Development Requirements

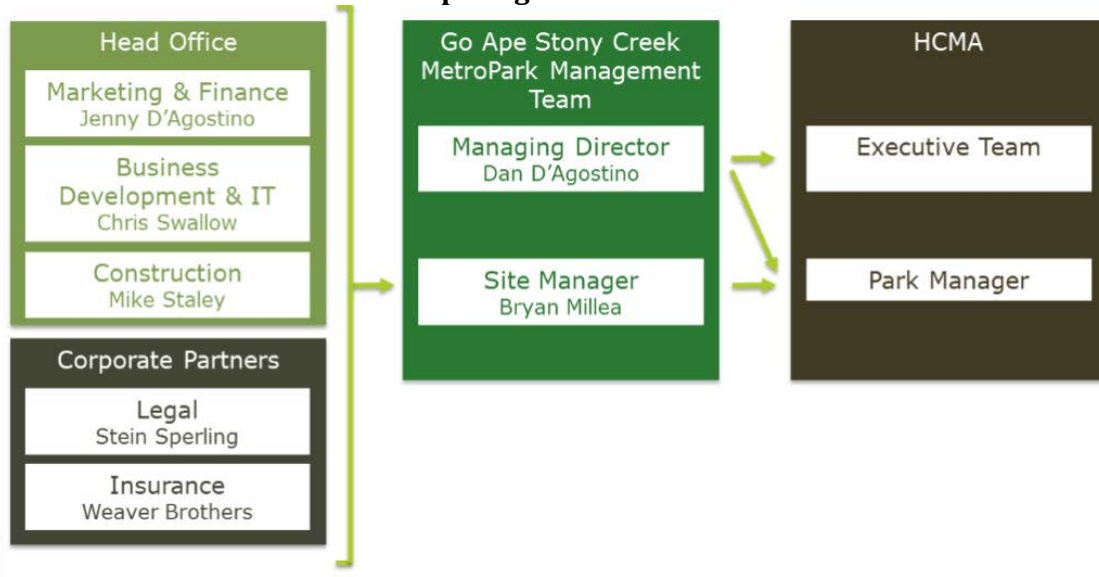
Go Ape Stony Creek MetroPark will have its own booking page and site within GoApe.com, as shown within the Marketing Strategy above. Go Ape has an ongoing support contract with a prominent web development company to handle all website development needs. Based on the experience of adding previous course specific information, development of the Stony Creek MetroPage page.

Management Summary

Organizational Structure

Go Ape offers an effective and proven organizational structure for the development and operation of our courses. Each Go Ape Director is available at all times to address any concerns or questions that cannot be handled by the Site Manager. The Site Manager will be responsible for the day-to-day operations at Stony Creek MetroPark. The following figure displays an example of the Go Ape project team and demonstrates the lines of communication within Go Ape and to HCMA. These individuals will be assigned to this project throughout its duration.

Go Ape Organization Chart



Management Team

The Head Office team will provide oversight throughout the full life-cycle of the project and will ensure visibility and commitment of the entire Go Ape organization to ensure success of the course and operation. The Head Office and operational team has remained the same since inception and includes the various qualifications:

USA Head Office (Name/Role/Qualifications/Percentage Involvement)
Mr. Dan D'Agostino/USA Managing Director – former Booz Allen Hamilton management consultant based in Washington, DC and London, England. Successfully developed and operated all existing Go Ape courses in the USA. Was recognized by ACCT for his contribution in developing public-private partnerships and was asked to sit on their Government Advisory committee for the association. Dan has spoken at various public hearings in support of parks and their role within our community.
Jenny D'Agostino/Marketing & Finance – former Manager of Alvarez & Marsal's Dispute Analysis & Forensics practice where she opened and managed the firm's European practice. She leads the accounting, sales, and marketing aspects of the business. Jenny also sits on the Board of Directors for the Rock Creek Conservancy, an organization whose mission is to protect the water, parks and land that surround the 33-mile Rock Creek in Washington DC and Maryland. Jenny provides oversight and governance as well as assisting with the outreach and educational goals of the Conservancy.
Chris Swallow/Business Development – formerly was responsible for the development and management of large DoD and EPA programs with 40+ staff and contracts exceeding \$10 million a year. Chris now works with State, County, and Metropolitan Parks Departments around the country to support procurements and the expansion of Go Ape courses. Chris also represents Go Ape at various conferences, including NRPA where he has been a member for over 3 years. Chris has led several public meetings to inform the public about course development.
Mike Staley/Construction – leads all aspects of new course development for Go Ape, managing a team of 6. Mike has successfully built all existing Go Ape courses in the USA while delivering completion on time and on budget. An ISA Certified Arborist, Mike has built all courses while maintaining high regard for the trees and surrounding park environment.

Go Ape does not typically use any sub-contractors in our builds. All construction and maintenance is performed in-house due to the specific skill sets required.

Management Team Gaps

As shown, one of Go Ape's key business strengths is an established management team with decades of applicable experience and working together to deliver high quality and safe treetop adventure

experiences. While Go Ape has a culture of continuous improvement, we do not believe that management gaps exist within our team.

Personnel Plan

The Treetop Adventure Course requires a staff that is trained and knowledgeable in the operation of treetop obstacle and zipline courses. Go Ape has garnered in-depth knowledge of the qualities and characteristics necessary in its instructors through its staffing of previous courses. As such, Go Ape will handle all recruiting and management of our staff, thereby ensuring the optimal level of safety is provided to guests in line with its existing exemplary safety record. Go Ape ensures the appropriate number of excellently trained staff is on-site to manage and operate the course on a daily basis.

Staff Training

The proper training of staff is critical to the safe operation of a Go Ape Treetop Adventure course. Go Ape endeavors to train all staff in providing excellent customer service while ensuring the safe and proper use of equipment on the course. This creates a safe environment, as shown by Go Ape's industry leading safety record, in which participants can enjoy the adventure. The Go Ape training program is structured in three parts:

- Manager Training – for all Go Ape Site and Deputy Managers
- Instructor Training – taught by the Site Manager to all his/her staff
- Rescues and Emergencies – administered and taught by an independent third party

These training programs ensure that each employee is equipped with the appropriate knowledge to operate and maintain a Go Ape course. The completion of the training program is mandatory for all employees hired to work at a Go Ape course.



Go Ape Instructor with Participant

Site and Deputy Manager Training

Before the course instructors are recruited, an experienced Site Manager is selected to operate the course. Site Managers are individuals who previously worked with Go Ape and demonstrated a strong aptitude in leadership, teambuilding, communication, organization, logistics, problem solving and other business and management skills. The syllabus for Manager Training includes topics like Banking Procedures, Oversight of Records, Auditing PPE Checks and Recruitment. The Site Managers must demonstrate a high level of competency in each module, as well as effectively run a course and train others while supervised for at least half a season prior to receiving the role at a new course.

Instructor Training

Instructors will undergo a weeklong introduction and training course that is standardized across all sites, ensuring that identical levels of understanding and safety competence are achieved and maintained. The training program consists of both classroom and experiential/hands-on training. Each employee must demonstrate competency in all training modules before becoming a qualified Instructor. By creating a specific syllabus and training methods, Go Ape ensures that every Instructor receives the same level of safety training, whether they join at the start of the year or mid-season. All of our staff, both current and new, must undergo training on an annual basis.

Rescue and Emergency Training

Rescue and emergency trained personnel are critical to ensure a course is capable of handling emergency situations. Go Ape trains its employees to safely bring a participant from the course back to the ground. The Site Manager, Deputy Site Manager and selected full-time staff that demonstrate certain skills and behavioral traits are selected to attend Go Ape's Rescue Training program. All rescue-trained operators will receive first aid and cardiopulmonary resuscitation (CPR) training. Additionally, all rescue-trained personnel are required to receive bi-weekly re-assessments by the Site Manager.

Each Go Ape course creates and documents a course-specific emergency plan that Go Ape staff are trained to implement in case of any emergency. Throughout the year, course evacuations are practiced as part of the training for instructors. Local emergency services are invited to all courses for site and staff familiarization. To ensure that any level of accident is properly documented and resolved, Go Ape also trains staff to maintain a daily log that records all course activity. Go Ape trains its staff to be prepared for any eventuality despite its industry leading safety record of more than 5 million participants safely enjoying our courses without serious incident.

Additional Data or Information

Indemnity Bond

Go Ape would appreciate HCMA eliminating the indemnity bond requirement from the project. The development of the treetop adventure course requires a heavy capital expense that is highly variable and require a substantial cash reserve to cover potential costs or increased marketing spend. Go Ape lacks the typical collateral leveraged in indemnity bonds, since our courses are mostly ropes and platforms in trees, so the requested bond would have to be paid in cash by Go Ape. When requested, the indemnity bond takes cash that could be used to otherwise ensure the longer term success of the course.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: George Phifer, Director
 Subject: Approval – Detroit Partnership
 Date: February 2, 2016

Action Requested: Motion to Approve

That the Board of Commissioners' (1) approve the recommendation for Metroparks staff to partner with the city of Detroit Parks and Recreation Department, by providing in-kind Natural Resources Services support in the amount up to \$245,000 for park restoration; and (2) purchase basic park furniture to be placed at three designated parks in the city of Detroit in the amount of \$10,400; and (3) authorize staff to transfer funds from the Fund Balance to support this initiative as requested and recommended by Director George Phifer and staff.

Fiscal Impact: These are unbudgeted items. The usage of Metroparks Natural Resources staff is an estimated cost of \$243,000 of in-kind services. The estimated cost for the purchase of nine (9) Park Benches, ten (10) Picnic Tables and eight (8) picnic grills is approximately \$10,400.

Background: At the Aug. 13, 2105 Board meeting, Commissioner Parker requested that the Metroparks Board consider exploring opportunities to partner with the city of Detroit regarding parks and recreation activities in the community. With Board approval, staff pursued this initiative.

The city of Detroit Parks and Recreation Department manages the planning and development of 308 parks. Maintenance for the city parks is provided through the General Services Department. With the support of Chairman Hertel and Commissioner Parker, staff reached out to the city of Detroit Parks and Recreation department, to discuss a potential partnership. As a result of those discussions, three parks located in District 4 on the Detroit River – Alfred Brush Ford (A.B. Ford), River Front-Lakewood, and Mariner were identified as locations for consideration.

Sites visits were scheduled with the city of Detroit Parks and Recreation, who facilitated access to those locations. Over the past several month's staff from both agencies met at the parks to conduct site reviews and analysis on the conditions of those locations. An inspection of the three parks, highlighted that arboricultural and ground maintenance work could improve the functionality and usage of those locations.

Recognizing that both agencies have limited resources and funding, it was determined the best approach for this partnership was to improve the parks appearance and make them more functional. This approach provides opportunities to encourage better usage and more community involvement.

Natural Resource and Compliance Manager Paul Muelle, Manager of Planning Nina Kelly along with Manager of Engineering Mike Brahm-Henkel put together an estimated cost for addressing the arboricultural needs using Metroparks staff, which totaled approximately \$243,277. This estimated total is based on using in-kind Metroparks labor, fuel, disposal, materials and miscellaneous expenses. It should be noted, that this cost could be significantly reduced by having additional partners involved in this project such as Wayne County, the city of Detroit, Michigan Department of Natural Resources along with other community supporters and agencies.

The \$11,000 needed to purchase the park furniture that is to be placed at those parks could be funded and supported by the Metroparks Foundation with approval from the Foundation Board and the Board of Commissioners. Chairman Hertel supports and recommends that this be taken under consideration as a source of revenue for covering the cost for those items

It is anticipated that the city of Detroit and Wayne County would also help promote this initiative and seek additional partners and funding to help support this project. The Metroparks would coordinate with the city of Detroit Parks and Recreation department and other partners to formulate a plan that would include community involvement.

This initiative would continue to support the Metroparks mission of improving the quality of life for all by preserving our natural environment while providing and supporting recreational opportunities throughout southeast Michigan.

Attachment: Park Recommendations - Alfred Brush Ford, Riverfront-Lakewood, Mariner Parks

Park Recommendations

Alfred Brush Ford, Riverfront-Lakewood and Mariner Parks



Overview

The City of Detroit Parks & Recreation Department manages the planning and development for a total 308 parks throughout the City, and the city's General Services Department provides maintenance at these locations. With such a large geographic footprint and limited staff and funding resources, the City welcomes assistance in providing quality parks and recreation resources to its citizens. Examples of active partnerships include license agreements with organizations such as People for Palmer Park and the Chandler Park Conservancy to manage capital improvements and programmatic elements.

Through the support of Mayor Duggan, HCMA staff met several times with City Parks & Recreation staff between August-October 2015, and made multiple site visits to three parks located in District 4 on the Detroit River: Alfred Brush Ford (A.B. Ford), Riverfront-Lakewood, and Mariner. The following includes an assessment of existing natural resources conditions at the three parks, as well as recommendations for basic clean-up and park furniture additions to improve their' general usability and attractiveness to patrons.

Natural Resources Assessment

Tree Canopy

The tree canopy at A.B. Ford Park is in reasonable condition. Moderate pruning of dead and dying branches are needed on all trees throughout the site. Removal of several small ornamental trees is required. There are several large trees, mainly cottonwood, that have extensive cracks and decay that make these trees highly susceptible to failure and need to be removed. Several of these trees are near a restroom facility that have the potential of damaging the facility if they should fail and come down. In this area, a guy wire that supports the pole for the electric feed to the restroom facility is anchored to a large cottonwood which has extensive cracks and decay and susceptible to failure. DTE will need to be contacted to remove the guy line prior to trimming or tree removals in the area. Throughout the site there are several other larger trees that have extensive die-back of major limbs that need will need removal.

Mariner Park is mostly in need of minor tree pruning and removal of brush and debris.

Riverfront-Lakewood Park is in the poorest condition. An estimated 25% of the existing trees will need to be removed due to structural defects. As with A.B. Ford Park, there are a good number of large trees, mainly cottonwood, that have extensive cracks and decay that make these trees highly susceptible to failure and they need to be removed. There are also several dead ash trees killed due to Emerald Ash Borer are still standing and need to be removed. All trees in the need moderate pruning. A significant effort will be needed to remove overgrown brush and debris removal. Due to soil conditions at this location, it is recommended that tree removal activity take place in the winter when the ground is frozen or in mid-summer during dry conditions.

Turf/Grounds

Turf conditions at both A.B. Ford and Mariner parks appear to be good. Both parks are mowed and trimmed on a regular basis. Turf weed infestation was evident but did not affect recreational use. Playing surface within the soccer areas was rough and uneven and could pose a hazard for players. There were a few areas where concrete was exposed at the surface of the turf area. It was indeterminable if the concrete was from old foundations or old construction material used as fill. The exposed concrete could pose hazard for those utilizing the site. Further investigation is needed to find out the history of the site before any excavation is

recommended. Brush clearing along the perimeters of both sites is needed. Old fence posts and footings at A.B. Ford currently pose a hazard and should be removed and the holes filled and seeded.

Turf conditions at Riverfront-Lakewood Park are fair to poor. It appears that heavy (fine textured) soil conditions and poor ground conditions prevent the area from receiving adequate maintenance. Heavy rutting occurred at some point in the recent past, possibly from heavy equipment during building demolition, from DTE accessing powerlines for repairs, or from trash pickup and other maintenance activities. Rutting, depressions, mounds and exposed concrete make the areas difficult and inefficient to mow and maintain, and make some areas of the park unusable for public recreation. In order to properly maintain the site, it is recommended that the rutted areas be backfilled with topsoil and reseeded.

Natural Resources Clean-Up & Repair

The recommendations for arboricultural and grounds maintenance work is based on current practices employed in the Huron-Clinton Metroparks, which include International Society of Arborists (ISA) safety standards. cursory inspections of the tree canopy was conducted on two separate occasions to identify hazardous trees or those trees with obvious defects that may affect the structural integrity of the tree and increase its potential for failure. A more in-depth inspection of individual trees would occur once crews are up in the trees, at which time a better determination will be made of staff hours needed at each site. Not all hazards can be detected, however proactive management would help to increase expectations of providing a reasonably safe recreational site.

Estimates for clean-up tree work are based on a six-person Natural Resource Crew working 10-hour days for a total of 55 days, plus all equipment needed to perform the work, including; Crewcab (1), Chipper Truck (1), Chipper (1), Loader (1), Dump Trucks (2), Bucket Truck (1), Larger Trailer (1), Pickup (1), Stumpgrinder (1), Utility Truck (1), Chainsaws (8), and miscellaneous hand tools. All limbs, branches and trees under 12" will be chipped and removed from the sites daily. Logs will be stockpiled and trucked off site as required. Both logs and chips will be transported by HCMA to Mid-Michigan Recycling in Macomb County for Disposal. All stumps will be ground below grade, grinding removal and the holes filled with topsoil and seeded. The Natural Resources Crew will utilize Lake St. Clair Metropark as a base for equipment storage and will travel daily to the work site with needed equipment from that location. There may be the possibility of utilizing a tub grinder to more efficiently process the wood waste for transport. Using the tub grinder (\$6,000/day for 3 days) would decrease labor and expenses of transporting wood debris to Mid-Michigan Recycling. However, roadway limitations (powerlines, street width, bridge load capacity) need to be further explored before making that determination.

The following table includes one-time clean-up costs for the three parks.

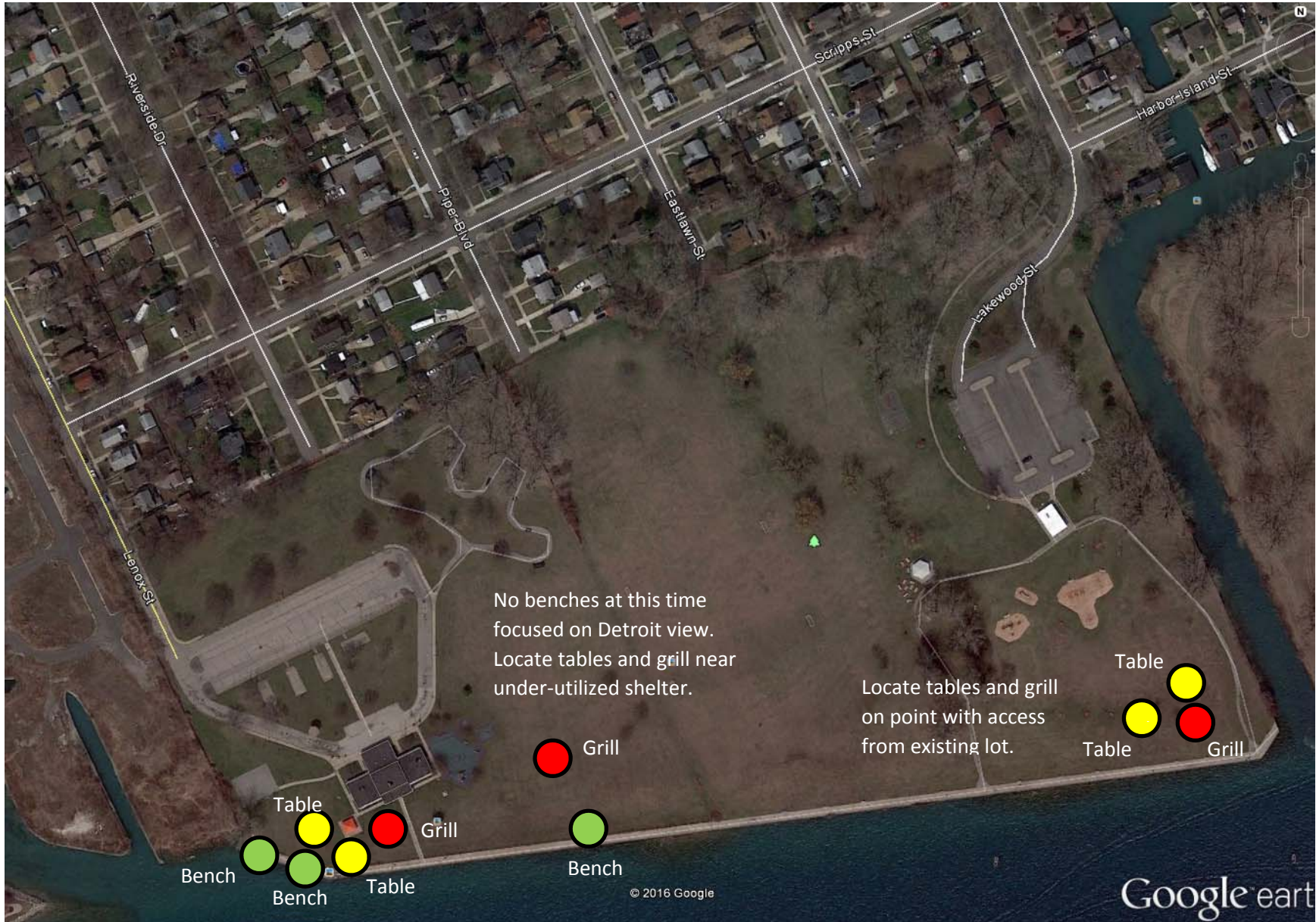
	<i>Crew Size</i>	<i>Days</i>	<i>Labor Hrs</i>	<i>Labor cost</i>	<i>Fuel</i>	<i>Disposal</i>	<i>Materials</i>	<i>Misc. Expenses</i>	<i>Total</i>
A.B. Ford									
Tree Removal/ Trimming	6	9	540	\$27,000.00	\$2,284.00	\$600.00		\$400.00	\$30,284.00
Site Cleanup/Restoration	6	4	240	\$12,000.00	\$1,020.00	\$400.00	\$1,200.00	\$100.00	\$14,720.00
Mariner / Riverfront-Lakewood									
Tree Removal/ Trimming	6	30	1800	\$90,000.00	\$7,613.00	\$3,000.00		\$1,000.00	\$101,613.00
Site Cleanup/Restoration & Topsoil/seeding	6	12	720	\$36,000.00	\$3,060.00	\$500.00	\$8,000.00	\$800.00	\$48,360.00
Totals		55	3,300	\$165,000.00	\$13,977.00	\$4,500.00	\$9,200.00	\$2,300.00	\$194,977.00
20% Contingency									\$39,000.00
Equipment depreciation									\$9,300.00
								Total Project	\$243,277.00

Basic Park Furniture

To improve the appearance and usability of the three parks following clean-up, the replacement of existing and addition of new benches, picnic tables, picnic grills, and trash cans is recommended. These pieces would be congregated generally around main park areas and along the riverfront pathway. The following figures show a total estimated number of each furniture type for the three parks individually. Cost estimates are based on pieces purchased for use in the Metroparks system.

	<i>Quantity</i>	<i>Cost per Item</i>	<i>Total</i>
A.B. Ford			
Benches	3	\$600	\$1,800
Picnic Tables	4	\$300	\$1,200
Picnic Grills	3	\$250	\$750
			\$3,750.00
Riverfront-Lakewood			
Benches	3	\$600	\$1,800
Picnic Tables	4	\$300	\$1,200
Picnic Grills	3	\$250	\$750
			\$3,750.00
Mariner			
Benches	3	\$600	\$1,800
Picnic Tables	2	\$300	\$600
Picnic Grills	2	\$250	\$500
			\$2,900.00
		Total All Parks	\$10,400.00

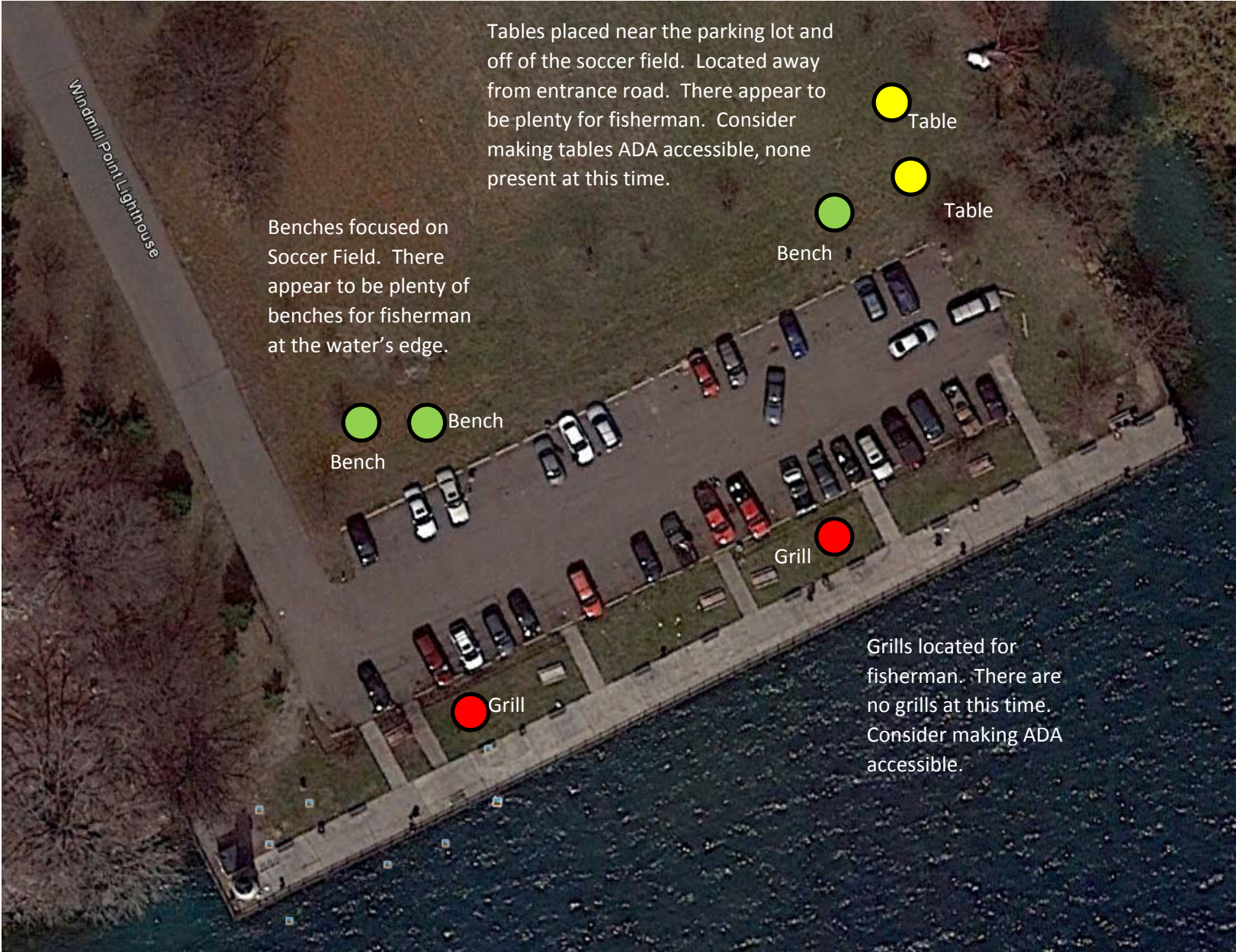
A.B. Ford Site Amenity Locations



Riverfront Lakewood Site Amenity Locations



Mariner Park Site Amenity Locations



HURON-CLINTON METROPARKS MONTHLY STATISTICS

January 2016

PARK	MONTHLY VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	15,252	16,743	15,284	0%
Wolcott Mill	5,151	1,485	1,168	341%
Stony Creek	14,805	15,733	16,152	-8%
Indian Springs	2,214	2,196	2,277	-3%
Kensington	31,306	31,049	29,488	6%
Huron Meadows	4,225	4,627	5,251	-20%
Hudson Mills	6,255	5,786	6,671	-6%
Lower Huron/Willow/Oakwoods	24,875	22,406	22,137	12%
Lake Erie	5,967	6,231	5,998	-1%
Monthly TOTALS	110,050	106,256	104,426	5%

	MONTHLY TOLL REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average
\$	60,621	66,364	52,149	16%
\$	93,545	78,441	87,716	7%
\$	14,984	13,508	14,727	2%
\$	108,082	91,420	90,421	20%
\$	10,838	11,634	11,719	-8%
\$	25,204	23,325	27,421	-8%
\$	31,681	27,013	31,477	1%
\$	36,025	32,309	26,483	36%
\$	380,980	344,014	342,114	11%

PARK	Y-T-D VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	15,252	16,743	15,284	0%
Wolcott Mill	5,151	1,485	1,168	341%
Stony Creek	14,805	15,733	16,152	-8%
Indian Springs	2,214	2,196	2,277	-3%
Kensington	31,306	31,049	29,488	6%
Huron Meadows	4,225	4,627	5,251	-20%
Hudson Mills	6,255	5,786	6,671	-6%
Lower Huron/Willow/Oakwoods	24,875	22,406	22,137	12%
Lake Erie	5,967	6,231	5,998	-1%
Monthly TOTALS	110,050	106,256	104,426	5%

	Y-T-D TOLL REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average
\$	60,621	66,364	52,149	16%
\$	93,545	78,441	87,716	7%
\$	14,984	13,508	14,727	2%
\$	108,082	91,420	90,421	20%
\$	10,838	11,634	11,719	-8%
\$	25,204	23,325	27,421	-8%
\$	31,681	27,013	31,477	1%
\$	36,025	32,309	26,483	36%
\$	380,980	344,014	342,114	11%

PARK	MONTHLY PARK REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	\$ 69,202	\$ 72,661	\$ 60,495	14%
Wolcott Mill	\$ 6,754	\$ 5,454	\$ 7,279	-7%
Stony Creek	\$ 103,626	\$ 92,414	\$ 106,036	-2%
Indian Springs	\$ 24,699	\$ 20,878	\$ 22,807	8%
Kensington	\$ 130,679	\$ 122,638	\$ 115,346	13%
Huron Meadows	\$ 19,931	\$ 22,727	\$ 21,449	-7%
Hudson Mills	\$ 29,367	\$ 28,832	\$ 35,070	-16%
Lower Huron/Willow/Oakwoods	\$ 37,274	\$ 31,139	\$ 35,652	5%
Lake Erie	\$ 41,558	\$ 36,622	\$ 29,430	41%
Y-T-D TOTALS	\$ 463,090	\$ 433,364	\$ 433,564	7%

	Y-T-D PARK REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average
\$	69,202	72,661	60,495	14%
\$	6,754	5,454	7,279	-7%
\$	103,626	92,414	106,036	-2%
\$	24,699	20,878	22,807	8%
\$	130,679	122,638	115,346	13%
\$	19,931	22,727	21,449	-7%
\$	29,367	28,832	35,070	-16%
\$	37,274	31,139	35,652	5%
\$	41,558	36,622	29,430	41%
\$	463,090	433,364	433,564	7%

District	Y-T-D Vehicle Entries by Management Unit			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Eastern	35,208	33,961	32,603	8%
Western	44,000	43,658	43,687	1%
Southern	30,842	28,637	28,135	10%

	Y-T-D Total Revenue by Management Unit			
	Current	Previous	Prev 3 Yr Avg	Change from Average
	179,582	170,529	173,810	3%
	204,676	195,074	194,672	5%
	78,832	67,761	65,082	21%

HURON-CLINTON METROPARKS MONTHLY STATISTICS

January 2016

GOLF THIS MONTH	MONTHLY ROUNDS			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Wolcott Mill	0	0	0	-
Stony Creek	0	0	0	-
Indian Springs	0	0	0	-
Kensington	0	0	0	-
Huron Meadows	0	0	0	-
Hudson Mills	0	0	0	-
Willow	0	0	0	-
Lake Erie	0	0	0	-
Total Regulation	0	0	0	-
LSC Par 3	0	0	0	-
LSC Foot Golf	0	0	0	-
L. Huron Par 3	0	0	0	-
L. Huron Foot Golf	0	0	0	-
Total Golf	0	0	0	-

GOLF Y-T-D	GOLF ROUNDS Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Wolcott Mill	0	0	0	-
Stony Creek	0	0	0	-
Indian Springs	0	0	0	-
Kensington	0	0	0	-
Huron Meadows	0	0	0	-
Hudson Mills	0	0	0	-
Willow	0	0	0	-
Lake Erie	0	0	0	-
Total Regulation	0	0	0	-
LSC Par 3	0	0	0	-
LSC Foot Golf	0	0	0	-
L. Huron Par 3	0	0	0	-
L. Huron Foot Golf	0	0	0	-
Total Golf	0	0	0	-

AQUATICS THIS MONTH	PATRONS THIS MONTH			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	0	0	0	-
Stony Creek Rip Slide	0	0	0	-
KMP Splash	0	0	0	-
Hudson Mills Rip Slide	0	0	0	-
Lower Huron	0	0	0	-
Willow	0	0	0	-
Lake Erie	0	0	0	-
TOTALS	0	0	0	-

AQUATICS Y-T-D	PATRONS Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	0	0	0	-
Stony Creek Rip Slide	0	0	0	-
KMP Splash	0	0	0	-
Hudson Mills Rip Slide	0	0	0	-
Lower Huron	0	0	0	-
Willow	0	0	0	-
Lake Erie	0	0	0	-
TOTALS	0	0	0	-

MONTHLY REVENUE	Current	Previous	Prev 3 Yr Avg	Change from Average
	\$ -	\$ -	\$ -	-
\$ -	\$ 448	\$ 523	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ 448	\$ 523	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ 448	\$ 523	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ 448	\$ 523	-	

GOLF REVENUE Y-T-D	Current	Previous	Prev 3 Yr Avg	Change from Average
	\$ -	\$ -	\$ -	-
\$ -	\$ 448	\$ 523	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ 448	\$ 523	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ 448	\$ 523	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ 448	\$ 523	-	

MONTHLY REVENUE	Current	Previous	Prev 3 Yr Avg	Change from Average
	\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-	
\$ -	\$ 650	\$ 217	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ 650	\$ 217	-	

REVENUE Y-T-D	Current	Previous	Prev 3 Yr Avg	Change from Average
	\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-	
\$ -	\$ 650	\$ 217	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ -	\$ -	-	
\$ -	\$ 650	\$ 217	-	

HURON-CLINTON METROPARKS MONTHLY STATISTICS

January 2016

PARK	Seasonal Activities this Month			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair				
Welsh Center	1	4	3	-70%
Shelters	0	18	6	-
Boat Launches	3	0	0	800%
Marina	0	0	0	-
Mini-Golf	0	0	0	-
Wolcott				
Activity Center	4	5	4	0%
Stony Creek				
Disc Golf Daily	0	0	4	-
Disc Golf Annual	5	0	3	88%
Total Disc Golf	5	0	7	-29%
Shelters	18	19	23	-23%
Boat Rental	0	0	0	-
Boat Launches	0	0	0	-
Indian Springs				
Shelters	0	5	2	-
Event Room	6	80	63	-91%
Kensington				
Disc Golf Daily	4	0	7	-43%
Disc Golf Annual	8	3	6	41%
Total Disc Golf	12	3	13	-5%
Shelters	30	33	27	13%
Boat Rental	0	0	0	-
Huron Meadows				
Shelters	2	4	4	-45%
Hudson Mills				
Disc Golf Daily	152	105	121	26%
Disc Golf Annual	30	16	19	58%
Total Disc Golf	182	121	140	30%
Shelters	5	7	6	-12%
Canoe Rental	0	0	0	-
Lower Huron / Willow / Oakwoods				
Shelters	12	15	17	-29%
Lake Erie				
Shelters	4	7	7	-40%
Boat Launches	103	47	50	105%
Marina	0	0	0	-

Monthly Revenue			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 800	\$ 2,600	\$ 1,333	-40%
\$ 3,275	\$ 3,525	\$ 4,425	-26%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ 2,500	\$ 1,000	\$ 1,550	61%
\$ -	\$ -	\$ 9	-
\$ 275	\$ -	\$ 133	106%
\$ 275	\$ -	\$ 142	94%
\$ 4,050	\$ 3,700	\$ 4,633	-13%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ 900	\$ 367	-
\$ 9,200	\$ 5,400	\$ 6,667	38%
\$ 12	\$ -	\$ 14	-14%
\$ 440	\$ 150	\$ 270	63%
\$ 452	\$ 150	\$ 284	59%
\$ 7,450	\$ 7,350	\$ 6,300	18%
\$ -	\$ -	\$ -	-
\$ 400	\$ 800	\$ 733	-45%
\$ 456	\$ 315	\$ 276	65%
\$ 1,590	\$ 760	\$ 923	72%
\$ 2,046	\$ 1,075	\$ 1,200	71%
\$ 1,000	\$ 1,400	\$ 1,200	-17%
\$ -	\$ -	\$ -	-
\$ 4,900	\$ 3,550	\$ 3,700	32%
\$ 900	\$ 1,600	\$ 1,600	-44%
\$ -	\$ -	\$ -	-
\$ -	\$ 56	\$ 39	-

HURON-CLINTON METROPARKS MONTHLY STATISTICS

January 2016

PARK	Seasonal Activities Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair				
Welsh Center	1	4	3	-70%
Shelters	0	18	6	-
Boat Launches	3	0	0	800%
Marina	0	0	0	-
Mini-Golf	0	0	0	-
Wolcott Mill				
Activity Center	4	5	4	0%
Stony Creek				
Disc Golf Daily	0	0	4	-
Disc Annual	5	0	3	88%
Total Disc Golf	5	0	7	-29%
Shelters	18	19	23	-23%
Boat Rental	0	0	0	-
Boat Launches	0	0	0	-
Indian Springs				
Shelters	0	5	2	-
Event Room	6	80	63	-91%
Kensington				
Disc Golf Daily	4	0	7	-43%
Disc Annual	8	3	6	41%
Total Disc Golf	12	3	13	-5%
Shelters	30	33	27	13%
Boat Rental	0	0	0	-
Huron Meadows				
Shelters	2	4	4	-45%
Hudson Mills				
Disc Golf Daily	152	105	121	26%
Disc Annual	30	16	19	58%
Total Disc Golf	182	121	140	30%
Shelters	5	7	6	-12%
Canoe Rental	0	0	0	-
Lower Huron / Willow / Oakwoods				
Shelters	12	15	17	-29%
Lake Erie				
Shelters	4	7	7	-40%
Boat Launches	103	47	50	105%
Marina	0	0	0	-

Seasonal Revenue Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair			
\$ 800	\$ 2,600	\$ 1,333	-40%
\$ 3,275	\$ 3,525	\$ 4,425	-26%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
Wolcott Mill			
\$ 2,500	\$ 1,000	\$ 1,550	61%
Stony Creek			
\$ -	\$ -	\$ 9	-
\$ 275	\$ -	\$ 133	106%
\$ 275	\$ -	\$ 142	94%
\$ 4,050	\$ 3,700	\$ 4,633	-13%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
Indian Springs			
\$ -	\$ 900	\$ 367	-
\$ 9,200	\$ 5,400	\$ 6,667	38%
Kensington			
\$ 12	\$ -	\$ 14	-14%
\$ 440	\$ 150	\$ 270	63%
\$ 452	\$ 150	\$ 284	59%
\$ 7,450	\$ 7,350	\$ 6,300	18%
\$ -	\$ -	\$ -	-
Huron Meadows			
\$ 400	\$ 800	\$ 733	-45%
Hudson Mills			
\$ 456	\$ 315	\$ 276	65%
\$ 1,590	\$ 760	\$ 923	72%
\$ 2,046	\$ 1,075	\$ 1,200	71%
\$ 1,000	\$ 1,400	\$ 1,200	-17%
\$ -	\$ -	\$ -	-
Lower Huron / Willow / Oakwoods			
\$ 4,900	\$ 3,550	\$ 3,700	32%
Lake Erie			
\$ 900	\$ 1,600	\$ 1,600	-44%
\$ -	\$ -	\$ -	-
\$ -	\$ 56	\$ 39	-

PARK	Cross Country Ski Rental this Month			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Stony Creek	\$ -	\$ 1,606	\$ 3,919	-
Kensington	\$ -	\$ 4,943	\$ 6,669	-
Huron Meadows	\$ 8,357	\$ 8,662	\$ 7,858	6%
Hudson Mills	\$ 30	\$ 832	\$ 2,473	-99%

Cross Country Ski Rental Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ -	\$ 1,606	\$ 3,919	-
\$ -	\$ 4,943	\$ 6,669	-
\$ 8,357	\$ 8,662	\$ 7,858	6%
\$ 30	\$ 832	\$ 2,473	-99%

PARK	Winter Sports this Month			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair				
XC Skiers	0	16	12	-
Ice Skaters	55	215	186	-70%
Sledders	0	266	168	-
Ice Fishermen	790	2,583	1,938	-59%
Stony Creek				
XC Skiers	30	579	902	-97%
Ice Skaters	0	365	153	-
Sledders	235	1,125	1,661	-86%
Ice Fishermen	120	324	232	-48%
Indian Springs				
XC Skiers	7	43	82	-91%
Sledders	25	107	107	-77%
Kensington				
XC Skiers	6	422	990	-99%
Ice Skaters	0	287	334	-
Sledders	21	0	0	-
Ice Fishermen	35	89	455	-92%
Huron Meadows				
XC Skiers	1,610	2,293	2,773	-42%
Ice Fishermen	0	15	66	-
Hudson Mills				
XC Skiers	42	345	603	-93%
Lower Huron				
Ice Skaters	35	512	304	-88%
Willow				
XC Skiers	0	25	131	-
Sledders	0	375	1,136	-
Ice Fishing	9	79	63	-86%
Lake Erie				
XC Skiers	0	47	24	-
Sledders	4	140	87	-95%
Ice Fishing	242	903	540	-55%

Winter Sports Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change from Average
0	16	12	-
55	215	186	-70%
0	266	168	-
790	2,583	1,938	-59%
30	579	902	-97%
0	365	153	-
235	1,125	1,661	-86%
120	324	232	-48%
7	43	82	-91%
25	107	107	-77%
6	422	990	-99%
0	287	334	-
21	0	0	-
35	89	455	-92%
1,610	2,293	2,773	-42%
0	15	66	-
42	345	603	-93%
35	512	304	-88%
0	25	131	-
0	375	1,136	-
9	79	63	-86%
0	47	24	-
4	140	87	-95%
242	903	540	-55%

INTERPRETIVE FACILITIES								
PARK	Monthly Patrons Served				YTD Patrons Served			
	(total program participants and non-program visitors)				(total program participants and non-program visitors)			
	Current	Previous	Prev 3 Yr Avg	Change from Average	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	2,530	2,798	2,622	-4%	2,530	2,798	2,622	-4%
Wolcott Mill	2,247	579	1,226	83%	2,247	579	1,226	83%
Wolcott Farm	1,463	51	778	88%	1,463	51	778	88%
Stony Creek	11,038	10,139	9,546	16%	11,038	10,139	9,546	16%
Indian Springs	2,656	3,139	3,038	-13%	2,656	3,139	3,038	-13%
Kens NC	11,531	11,212	10,106	14%	11,531	11,212	10,106	14%
Kens Farm	2,099	1,026	1,494	40%	2,099	1,026	1,494	40%
Western Mobile Center	1,456	1,681	1,363	7%	1,456	1,681	1,363	7%
Hudson Mills	2,565	2,868	2,916	-12%	2,565	2,868	2,916	-12%
Oakwoods	9,093	7,221	7,425	22%	9,093	7,221	7,425	22%
Lake Erie	2,009	2,230	4,239	-53%	2,009	2,230	4,239	-53%
Southern Mobile Center	0	0	0	-	0	0	0	-
Totals	48,687	42,944	44,752	9%	48,687	42,944	44,752	9%

PARK	Monthly Revenue			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	\$ 4,467	\$ 115	\$ 1,050	325%
Wolcott Mill	\$ 4	\$ 113	\$ 64	-94%
Wolcott Farm	\$ 2,316	\$ 248	\$ 304	662%
Wagon Rides	\$ 16	\$ 20	\$ 7	140%
Livestock/Produce	\$ 1,918	\$ 2,985	\$ 3,547	-46%
FARM TOTAL	\$ 4,250	\$ 3,253	\$ 3,858	10%
Stony Creek	\$ 2,394	\$ 1,919	\$ 2,420	-1%
Indian Springs	\$ 515	\$ 1,047	\$ 1,028	-50%
Kens NC	\$ 2,922	\$ 3,084	\$ 1,485	97%
Kens Farm	\$ 1,045	\$ 2,514	\$ 2,152	-51%
Wagon Rides	\$ 1,097	\$ 284	\$ 426	157%
Livestock/Produce	\$ 528	\$ 944	\$ 415	27%
FARM TOTAL	\$ 2,670	\$ 3,742	\$ 2,994	-11%
Mobile Center	\$ 3,500	\$ 3,118	\$ 2,047	71%
Hudson Mills	\$ 210	\$ 1,273	\$ 1,204	-83%
Oakwoods	\$ 474	\$ 576	\$ 474	0%
Lake Erie	\$ 690	\$ 2,288	\$ 902	-23%
Totals	\$ 22,096	\$ 20,528	\$ 17,525	26%

YTD Revenue			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 4,467	\$ 115	\$ 1,050	325%
\$ 4	\$ 113	\$ 64	-94%
\$ 2,316	\$ 248	\$ 304	662%
\$ 16	\$ 20	\$ 7	140%
\$ 1,918	\$ 2,985	\$ 3,547	-46%
\$ 4,250	\$ 3,253	\$ 3,858	10%
\$ 2,394	\$ 1,919	\$ 2,420	-1%
\$ 515	\$ 1,047	\$ 1,028	-50%
\$ 2,922	\$ 3,084	\$ 1,485	97%
\$ 1,045	\$ 2,514	\$ 2,152	-51%
\$ 1,097	\$ 284	\$ 426	157%
\$ 528	\$ 944	\$ 415	27%
\$ 2,670	\$ 3,742	\$ 2,994	-11%
\$ 3,500	\$ 3,118	\$ 2,047	71%
\$ 210	\$ 1,273	\$ 1,204	-83%
\$ 474	\$ 576	\$ 474	0%
\$ 690	\$ 2,288	\$ 902	-23%
\$ 22,096	\$ 20,528	\$ 17,526	26%

BREAKDOWN OF ATTENDANCE	ON-SITE Programs and Attendance			
	CURRENT YEAR		PREVIOUS YEAR	
	Programs	Attendance	Programs	Attendance
Lake St Clair	26	425	14	164
Wolcott Mill	-	-	-	-
Wolcott Farm	4	87	7	51
Stony Creek	29	803	30	1,040
Indian Springs	34	554	35	617
Kens NC	40	1,076	47	1,071
Kens Farm	8	26	8	147
Western Mobile Center				
Hudson Mills	1	65	7	343
Oakwoods	13	363	18	194
Lake Erie	18	604	17	1,397
Southern Mobile Center				
Totals	173	4,003	183	5,024

OFF-SITE Programs and Attendance			
CURRENT YEAR		PREVIOUS YEAR	
Programs	Attendance	Programs	Attendance
-	-	-	-
-	-	-	-
1	80	-	-
5	167	4	252
8	122	2	92
19	678	1	40
-	-	-	-
52	1,456	49	1,681
-	-	1	25
2	161	4	226
2	267	3	174
-	-	-	-
89	2,931	64	2,490

BREAKDOWN OF ATTENDANCE	OTHER VISITORS (Non-programs)	
	Current	Previous
Lake St Clair	2,105	2,634
Wolcott Mill	2,247	579
Wolcott Farm	1,296	-
Stony Creek	10,068	8,847
Indian Springs	1,980	2,430
Kens NC	9,777	10,101
Kens Farm	2,073	879
Hudson Mills	2,500	2,500
Oakwoods	8,569	6,801
Lake Erie	1,138	659
Totals	41,753	35,430

"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.