

AMENDED AGENDA
Huron-Clinton Metropolitan Authority
Board of Commission Meeting
February 12, 2015 – 10:30 a.m.
Administrative Office

1. Chairman's Statement
2. Public Participation
3. Minutes – January 8, 2015 Regular Meeting
4. Approval – February 12, 2015 Agenda

Consent Agenda

5. **Approval – February 12, 2015 Consent Agenda**
 - a. Vouchers – December 2014
 - b. Financial Statements – December 2014
 - c. Purchases
 1. Caterpillar Skid Loader, NRC, Kensington and Stony Creek Metroparks **pg. 1**
 2. Golf Carts, Willow and Lake Erie Metroparks **pg. 5**
 3. Update – Purchases over \$10,000 **pg. 7**
 - d. Intergovernmental Maintenance Agreements, Lake St. Clair and Stony Creek Metroparks
 1. Metro Parkway Maintenance Agreement, Macomb County Dept. of Roads **pg. 13**
 2. 26 Mile Road Maintenance Agreement, Macomb County Dept. of Roads **pg. 21**
 3. Pathway Maintenance Agreement, Harrison Township **pg. 29**
 4. Pathway Maintenance Agreement, Clinton Township **pg. 37**
 - e. Bids – Boat Launch Skid Pier Replacement, Lake St. Clair Metropark **pg. 45**
 - f. Correction 2014 Wayne and Washtenaw County Tax Adjustment **pg. 47**
 - g. Approval – 2015 Liability and Indemnification Resolution **pg. 49**
 - h. Approval – Resolution to Pension Trust Document **pg. 55**
 - i. Approval – Fourth Quarter Appropriation Adjustments **pg. 61**
 - j. Update – Auction Report **pg. 65**

Regular Agenda

6. **Closed Session**
 - a. To consider a written legal opinion from outside counsel within the Attorney-Client privilege. *Section 8 (h) of the Michigan Open Meetings Act. M.C.L. 15.268 (h)*
 - b. **To consult with attorney regarding pending litigation.**
Section 8 (e) of the Michigan Open Meetings Act. M.C.L. 15.268 (e)
7. Legislative Report **pg. 67**

AGENDA
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8. Reports

A. Lake St. Clair Metropark

1. Land Acquisition **pg. 69**

B. Wolcott Mill Metropark

1. Approval – Historic Center and Farm Center Parking Lot Developments **pg. 71**
2. Bids – Building Demolition **pg. 73**

C. Stony Creek Metropark

1. Bids – Golf Starter Building Well Replacement **pg. 75**

D. Administrative Office

1. Update – Farmland Lease Procedure **pg. 77**
2. Update – ERP Financial System Project **pg. 81**
3. Report – 2014 Financial Statement Review **pg. 83**
4. Pension Committee and Retiree Health Care Trust Member Appointment **pg. 91**
5. ~~Approval – Pension Fund/Retiree Health Care Trust Investment Policy **pg. 93**~~

9. Staff Officer Update

10. Other Business

11. Commissioner Comments

12. Motion to Adjourn

A combined *Pension Committee and Retiree Health Care Trust* meeting will take place **prior** to the Thursday, Feb. 12, 2015 Board meeting beginning at **9:00 a.m.** at the Administrative Office.

The next regular Board of Commissioners meeting will take place:
Thursday, March 12, 2015 at **10:30 a.m.** at the Administrative Office.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Maria van Rooijen, Purchasing Agent
 Project No: ITB-15-004
 Project Title: Caterpillar Skid Loader
 Location: Natural Resource Crew Kensington Metropark, Oakland County and
 Stony Creek Metropark, Macomb County
 Date: February 4, 2015

Bids Opened: January 23, 2015 at 10:00 a.m.

Action Requested: Motion to Approve

That the Board of Commissioners award ITB-15-004 two (2) Caterpillar Model 299DXHP to the low responsive, responsible bidder, Michigan Cat in the amount of \$217,986 (\$108,993 each) and approve the transfer of \$109,000 from the NRC/Pool Capital Equipment Account to the Stony Creek Capital Equipment Account as recommended by Maria van Rooijen and staff.

Fiscal Impact: This is a budgeted item.

Scope of Work: Furnish and deliver two (2) Caterpillar Model 299DXHP skid loader. One unit will be located with the Natural Resource Crew and the Western District and one unit will be located in the Eastern District. All parks will have access to these units.

Background: In an effort to keep pace with the expanding invasive plant population, the utilization of land clearing equipment was deemed the fastest and most cost effective method for controlling large portions of park property infested with invasive plants. Over the past several months, the Metroparks Natural Resources Crew (NRC) and Park Operations staff have utilized and evaluated several models of land clearing equipment. All of the equipment was scored on power, efficiency, reliability, fuel consumption, safety and visibility, ground disturbance, maneuverability, ease of transport, ease of operation and overall cost. In addition, the NRC interviewed several organizations that also utilize land clearing equipment. While no one piece of equipment scored highest in all categories, a rubber-tracked skid-steer with a mulching head attachment and optional forestry package best met the criteria.

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Michigan Cat	Novi	\$217,986.00
*Southeastern Equipment Co., Inc.	Novi	\$216,686.00

*The bid received by Southeastern Equipment Co. does not meet specifications; the horsepower, hydraulic and ground speed are all inferior.

INVITATION FOR BIDS WERE POSTED ON MICHIGAN INTER GOVERNMENTAL WEBSITE AND WAS SENT TO 60 REGISTERED SUPPLIERS.

Land Clearing Machines

Make	Cutting Head			Ave. Score
Takeuchi	Bradco	80	131	105.5
CAT	Loftness	86	153	119.5
Fecon	Fecon 40" Mulch	81	152	116.5
Rayco	Bradco	73	122	97.5
John Deere	Bradco			*

* JD not a forestry machine - did not score

Recommendation :

CAT 299D XHP



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Maria van Rooijen, Purchasing Agent
 Project No: ITB-15-005
 Project Title: Purchase New 2015 Golf Carts
 Location: Willow and Lake Erie Metroparks, Wayne County
 Date: February 4, 2015

Bids Opened: January 22, 2015 at 2:00 p.m.

Action Requested: Motion to Approve

That the Board of Commissioners approve the purchase of 40 each 2015 Club Car Precedent I2 EFI golf carts with the new fuel injection system from Midwest Golf and Turf, in the amount of \$190,800; approve the transfer of \$160,800 from the Fund Balance and \$30,000 from the Kensington Capital Equipment Account to cover this expenditure; and increase the Sale of Capital Asset Revenue budget by \$60,000 as recommended by Maria van Rooijen, Purchasing Agent.

Fiscal Impact: This item is not included in the 2015 budget. It was included in the draft 2015 budget but it was removed with the anticipated purchase of the carts in October 2014, which purchase later had to be cancelled. The cost is \$4770 each with a total purchase price of \$190,800. In addition, revenue from the sale of the golf carts is expected to return at least \$60,000 to the Fund Balance.

Scope of Work: Furnish and Deliver 40 each New Club Car 2015 Precedent I2 EFI gas golf carts, 20 at Willow Metropark and 20 at Lake Erie Metropark. The new fuel injection system will save on fuel cost. We will not be trading in golf carts, we will be having a spring auction and the carts will be sold then.

Background: Midwest Golf and Turf could not fulfill the order authorized by to the Board at the Oct. 23, 2014 special meeting. Due to unexpectedly high demand for this product, Midwest Golf and Turf had a limited number of golf carts available for sale. Once the limit was reached, orders had to be cancelled. The Metroparks was on a wait list for the golf carts until December 2014, after which time the availability of the old model ended.

The carts to be replaced are 9- and 10-years-old and are worn and depreciated, but they have held up well. Club Car is the only golf cart Metroparks use throughout the golf courses. Having the same cart everywhere has allowed us to switch carts and parts as needed, which has been invaluable. The Precedent golf cart is the dominant model in Metroparks fleet.

Midwest Golf and Turf is the sole authorized supplier of Club Car for Michigan.

<u>Vendor</u>	<u>City</u>	<u>Price</u>
Midwest Golf and Turf	Commerce Twp.	\$190,800.00



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Gregory J. Almas, Interim Director
 Subject: Update – Purchases over \$10,000
 Date: February 4, 2015

Action Requested: Motion to Receive and file

That the Board of Commissioners receive and file the Update for Purchases over \$10,000 and up to and including \$25,000 as submitted by Interim Director Gregory J. Almas.

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

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Civitas IT	Various software licenses	\$10,193.73
Wahl Tents	Replacement panels for the banquet tent, Stony Creek	\$16,640.51
GRS	Actuarial valuation for Retiree Health Care Plan	\$15,000 - \$20,000
KAEB	Manure gutter repairs, Wolcott Mill Farm Center	\$14,797.89



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: George Phifer, Deputy Director
 Re: Intergovernmental Maintenance Agreements
 Macomb County, Harrison Township, Clinton Township
 Date: February 4, 2015

Action Requested: Motion to Approve

That the Board of Commissioners approve the Maintenance Agreements for a five-year period with the following agencies: Macomb County for \$135,792.85, Harrison Township for \$27,833.15, and Clinton Townships for \$33,769.00, and approve the transfer as detailed below which includes a transfer from the Fund Balance in the amount of \$65,400 to cover the expenditures for hiring staff and purchasing equipment as recommended by Deputy Director George Phifer.

	Revenue	Expenditure
Lake St. Clair - Operating Revenue-Joint Governmental Maintenance	\$179,100	
Stony Creek - Operating Revenue-Joint Governmental Maintenance	\$ 18,300	
Lake St. Clair - Operating Expenditure-Joint Governmental Maintenance		\$ 161,100
Stony Creek - Operating Expenditure-Joint Governmental Maintenance		\$ 14,700
Lake St. Clair - Capital Equipment		\$ 72,700
Stony Creek - Capital Equipment		\$ 14,300
Addition Funding - From Fund Balance	\$ 65,400	
	<u>\$262,800</u>	<u>\$ 262,800</u>

Scope of Work: The Metroparks will maintain the parkways and trails as described in the recommended submitted contracts (see attached).

Background: The Metroparks has partnered with Macomb County Roads, Harrison and Clinton Townships, to provide parkways and trails maintenance contiguous and outside of Lake St. Clair, and Stony Creek for more than 20 years. Due to declining revenue and a 20 percent reduction in staffing, this has negatively impacted the Metroparks ability to continue offering these services, at the same cost level.

Several meetings were held with representatives from the above listed agencies that included Bob Hoepfner – Macomb County Roads, Ken Verkest – Harrison Township Supervisor, and Bob Cannon – Clinton Township Supervisor to discuss opportunities for maintaining these services. After further discussion, it was determined that the Metroparks should continue to provide these services. The attached agreements, reflects the financial commitment that all three agencies has offered to the Metroparks for maintaining oversight of the trails and parkways.

The terms of the contracts are for a period of five (5) years, and will provide HCMA the opportunity to hire and fund one (1) new additional full-time position with benefits, which was not anticipated nor budgeted for in the 2015 calendar year. Also, additional provisional and seasonal part-time hours were included in this agreement. The Metroparks will purchase two new pieces of lawn equipment as part of this agreement in order to service the trails and parkway. The purchase of the new equipment will be amortized, over a five year period during the term of the contracts.

The cost distribution for each community/agency, along with amount of acreage being maintained by HCMA, is attached for your review. Based on the amount of acreage being maintained, Macomb County Roads represents 65 percent, Harrison Township 15 percent, and Clinton Township 20 percent respectively. Upon approval of this agreement by the Board of Commissioners, staff will follow the required bidding process, for purchasing the new lawn equipment.

Attachment A: Reflects the newly proposed five (5) year maintenance agreement costs for HCMA to maintain these areas.

Attachment B: Maintenance Agreements

Attachment (A)

Parkway and Bike Path Maintenance Cost

	Cost	Fuel (gallon/hr)	Fuel Cost (gallon)	Weeks	Hours
<u>Macomb County (Lake St. Clair) - 85 Acres Mowed</u>					
Toro GroundMaster 4010-D	\$9,443.85				
Exmark Lazer S 902	\$3,560.00				
Equipment Maintenance (Ave)	\$2,275.00				
Mower Fuel	\$7,254.00	3	\$3.10	30	26
Full Time Employee	\$65,000.00				
Provisional - P5	\$24,000.00				
Seasonal Hours - S3	\$6,000.00				
Total:	\$117,532.85				
<u>Macomb County (Stony Creek) - 13 Acres Mowed</u>					
Equipment Maintenance	\$1,400.00				
Exmark Lazer S 902	\$3,560.00				
Mower Fuel	\$3,800.00				
Provisional - P5	\$9,500.00				
Total:	\$18,260.00				
Macomb County Grand Total:	\$135,792.85				

<u>Harrison Twp - 16 Acres Mowed / 9.5 Path Miles Maintained</u>					
Toro GroundMaster 4010-D	\$2,179.35				
Broom Tractor Fuel	\$148.80	2	\$3.10	8	3
Snow Plow Fuel	\$864.00	2	\$3.00	24	6
Mower Fuel	\$1,116.00	2	\$3.10	30	6
Equipment Maintenance	\$525.00				
Full Time Employee	\$15,000.00				
Provisional - P5	\$8,000.00				
Total:	\$27,833.15				

<u>Clinton Twp - 26 Acres Mowed / 6.5 Path Miles Maintained</u>					
Toro GroundMaster 4010-D	\$2,905.80				
Broom Tractor Fuel	\$99.20	2	\$3.10	8	2
Snow Plow Fuel	\$576.00	2	\$3.00	24	4
Mower Fuel	\$1,488.00	2	\$3.10	30	8
Equipment Maintenance	\$700.00				
Full Time Employee	\$20,000.00				
Provisional - P5	\$8,000.00				
Total:	\$33,769.00				

<u>Equipment</u>	<u>Cost</u>
(1)Toro Ground Master 4010	\$72,645.00
(1) Exmark Lazer S 902	\$14,240.00

MUNICIPAL MAINTENANCE AGREEMENT – METROPOLITAN PARKWAY

THIS AGREEMENT, made and entered into this _____ day of _____, 2015 by and between the **Macomb County Department of Roads** ("Department of Roads") whose address is 117 S. Groesbeck Hwy, Mount Clemens, MI 48043 and the **Huron-Clinton Metropolitan Authority** ("Authority") whose address is 13000 High Ridge Drive, Brighton, Michigan 48114. In this Agreement, either the Department of Roads and/or Authority may also be referred to individually as a "Party" or jointly as "Parties."

RECITALS:

WHEREAS, it is deemed both necessary and practical by both parties that Metropolitan Parkway from Jefferson to Schoenherr under the jurisdiction of the Department of Roads be provided grass and weed control maintenance, and by through maintenance staff of the Authority; and,

WHEREAS, it is declared that the services to be performed under this Agreement is a governmental function and it is the intent of the Parties that the Authority shall perform the services under this Agreement in a manner and with such frequency as to maintain the roadways in a condition reasonably safe and convenient for public travel and/or to prevent a condition from becoming a nuisance; and,

WHEREAS, the manner in which the work is to be performed will be within the discretion and control of the Authority as to what services it feels is necessary and proper weed and grass control along Metropolitan Parkway; and,

WHEREAS, the Department of Roads has requested the Authority to assist the Department of Roads by providing grass and weed control maintenance services along Metropolitan Parkway, and the Authority is adequately staffed and equipped to provide such services, and is willing to do so upon certain conditions.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Services.** During the term of this Agreement, the Authority agrees to provide the following grass and weed control maintenance services ("Services") consisting of approximately 85 acres along Metropolitan Parkway between Jefferson Avenue to Schoenherr Road.

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

- 2. Department of Roads Obligation to Reimburse the Authority for Services.** The Department of Roads agrees reimburse the Authority for the cost of Services provided by the Authority. For 2015, the Department of Roads shall reimburse the Authority: **\$117,532.85**. The breakdown of the Authority's costs and expenses, are set forth in Exhibit B. The Department of Roads shall pay the Authority's invoice(s) within thirty (30) days of the invoice date. Each year, after 2015, the Authority shall review its personnel costs and any other costs affecting the ability of the Authority to provide the Services under this Agreement. If the Authority's costs have increased, the Authority will notify the Department of Roads in writing of the amount of and the reason for the increased costs for Services under the Agreement. Unless the Department of Roads notifies the Authority in writing of its intention to terminate this Agreement as provided herein, those increased costs will become effective 30 days after notification by the Authority. Exhibit B to this Agreement shall be revised to reflect the revised Service costs and expenses accordingly.
- 3. Term.** This Agreement shall become effective upon execution by the duly authorized agents of the Parties. The initial Term of this Agreement shall be for five (5) years from January 1, 2015 through December 31, 2020, and unless terminated as provided herein, may be extended for an additional five-year term upon mutual agreement of the Parties. During the term of this Agreement and any renewal or extension, the Parties shall review this Agreement for compliance with state and federal law, and shall negotiate in good faith if any amendments are required to make this Agreement comply with change in state or federal law after the effective date.
- 4. Termination.** This Agreement may be terminated by (i) the expiration of the term of this Agreement and any renewal; (ii) upon 30-days' written notice of termination by one Party to the other Party to this Agreement; or, (iii) by operation of law if a court of competent jurisdiction order the termination of this Agreement
- 5. Amendment.** This Agreement may be amended only with the prior written approval of the both the Department of Roads Board and Authority's Board of Commissioners.
- 6. Employees.** The Authority shall be solely responsible for the manner of employing, engaging, compensating, transferring or discharging any of its employees, independent contractors, or personnel for the governmental services provided pursuant to this Agreement.
- 7. Independent Contractor.** At all times and for all purposes under this Agreement, the Parties' relationship to each other is that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.
- 8. Insurance.** Each Party agrees to self-insure or procure and maintain, during the term of this Agreement, at its sole expense, the following insurance which shall be written for not less than the coverage specified herein:

- a. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
 - b. Workers’ Compensation insurance including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - c. Automobile Liability insurance 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.
 - d. Each Party will provide the other with a certificate or certificates of the insurance described herein upon request, and shall also include an endorsement naming the other Party, it’s respective elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof as additional insureds.
 - e. All policies, as described above, shall include an endorsement stating that is it 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 the persons identified in paragraph 13, “Notices”, in this Agreement.
 - f. It is expressly understood and agreed by and between the parties that the liability of the Department of Roads hereunder shall not be limited to the aforementioned insurance coverage.
- 9. Indemnification – Department of Roads.** To extent permitted by law, he Department of Roads agrees to indemnify, defend and hold harmless the Authority, its Commissioners, officers, agents and employees against any and all claims, suits, losses, damage or injury to persons or property of whatever kind or nature, whether direct or indirect, arising out of or in connection with the ownership and maintenance of the road as set forth in this Agreement. The duty to indemnify, defend and hold harmless by the Department of Roads shall include all costs of litigation or defense of claims, including attorney fees, costs and expert fees. Notwithstanding the foregoing, nothing in this Agreement shall constitute a waiver of immunities and privileges as provided by law, including governmental immunity.
- 10. Indemnification – Authority.** Subject to the disclaimer of warranties set forth in this Agreement and to the extent permitted by law, the Authority agrees to indemnify, defend

b. If to the Department of Roads:

Robert Hoepfner, Director
Macomb County Department of Roads
117 S Groesbeck Hwy
Mount Clemens, MI 48043
Tel: (586) 463-8671
Fax: (586) 463-8682
Email: svan@rcmcweb.org

The Parties may, by written notice, designate any further or different address to which subsequent notices, demands or communications may be given.

- 14. Governing Law.** This Agreement has been executed and delivered and it shall be interpreted, construed, and enforced under and in accordance with Michigan law. This Agreement was mutually drafted and cannot be construed against the Authority or Department of Roads on the basis that one was the author of the Agreement.
- 15. Warranty Waiver; Consequential Damages.** This Agreement does not, and is not intended to include or connote any warranties, promises or guaranties by the Authority of any nature whatsoever, concerning the Services provided under this Agreement. SPECIFICALLY, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY IS MADE OR TO BE IMPLIED BY THE AUTHORITY WITH RESPECT TO SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL THE AUTHORITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER CONTRACT, TORT OR OTHERWISE.
- 16. Assignment.** This Agreement may not be assigned unless approved in writing by both Parties. This Agreement shall be binding on the Parties and their successors in interest.
- 17. Severability.** If any provision of this Agreement is held to unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect. If, because of the invalidity of any part of this Agreement either Party determines that the purpose and intent of the Agreement has failed, the Parties shall negotiate in good faith to amend the Agreement to make it valid and satisfactory to both Parties.
- 18. Sections and other Headings.** The articles, sections and other headings in this Agreement are for reference purposes only and shall not affect the in any way the meaning or interpretation of this Agreement.
- 19. Counterparts.** This Agreement may be executed in any number of counterparts, and each counterpart shall be considered a valid original.

20. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. Neither Party shall be entitled to benefits other than those specified in this Agreement. No oral statement or prior or contemporaneous written material not specifically incorporated or referenced in this Agreement shall be of any force and effect, and both Parties specifically acknowledge in entering into and executing this Agreement they rely solely on the representations in this Agreement.

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

Huron-Clinton Metropolitan Authority

By: _____
John E. La Belle, Chairman

Robert W. Marans, Secretary

Date: _____

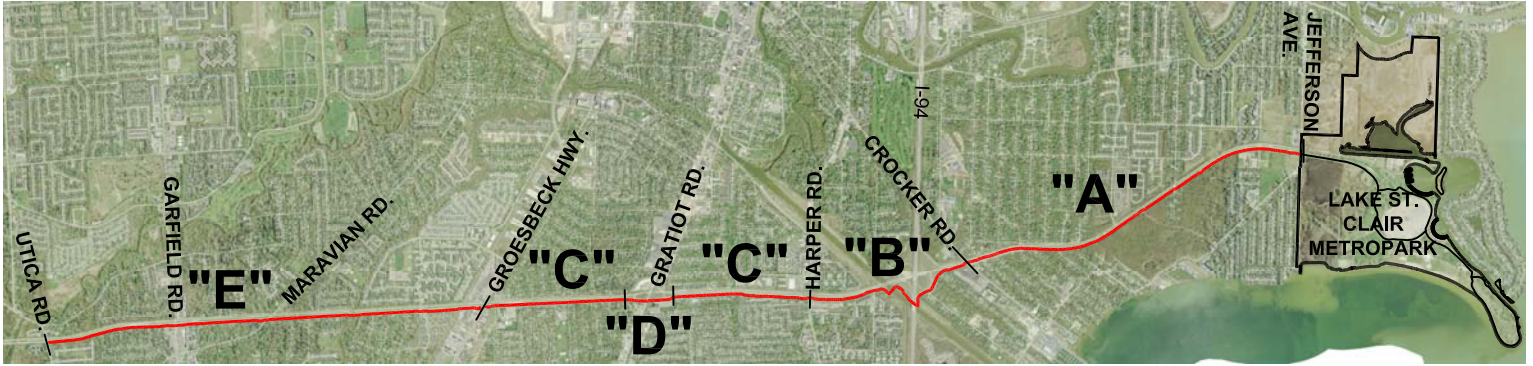
Macomb County/Department of Roads

By: _____
Mark F. Deldin, Deputy County Executive

Date: _____

EXHIBIT 'A'

METROPOLITAN PARKWAY MOWING AREAS



The area maintained by Lake St Clair Metropark stretches from Jefferson Rd to Utica Rd along Metropolitan Parkway. HCMA mows the North side and center median of Metropolitan Parkway, as well as sections of the South side between the road shoulder and the bike path belonging to Clinton and Harrison Townships.



"A" From Jefferson Rd to Crocker Rd HCMA maintains a North road shoulder of approximately 10ft wide and a center median of 40ft wide. HCMA maintains a South road shoulder of 10ft or less as determined by the proximity of the bike path.

"B" From Crocker Rd to Harper Rd HCMA maintains a North road shoulder of 10ft, but ranging as large as 40 ft at the intersection of Metropolitan Parkway and Harper. The center median ranges from 20ft to 60ft with an average width of 40ft. The South road shoulder is maintained at 10ft.



"C" From Harper Rd to Groesbeck Rd. HCMA maintains a North road shoulder of 40ft narrowing to 16ft, West of Gratiot Rd. HCMA maintains the center median an average of 50ft wide. The South road shoulder is maintained at 10ft.

"D" HCMA maintains a half mile section centered at Gratiot Rd. that is 180ft wide.



"E" From Groesbeck Rd to Utica Rd HCMA maintains a North road shoulder of 16ft and a center median of 50ft. The South road shoulder is maintained at 10ft or less as determined by the proximity of the bike path.

Exhibit “B”

Macomb County (LSC) – 85 acres mowed

Cost Reimbursement – Breakdown of Costs

	Cost	Fuel (gal/Hr)	Fuel Cost (per gal)	Weeks	Hours
1. Toro GroundMaster 4010-D	\$9,443.85				
2. Exmark Lazer S 902	\$3,560.00				
3. Equipment Maintenance (Ave)	\$2,275.00				
4. Mower Fuel	\$7,254.00	3	\$3.10	30	26
5. Employee: full, prov'l, seasonal	\$95,000.00				
Total:	\$117,532.85				

MUNICIPAL MAINTENANCE AGREEMENT – 26 MILE ROAD

THIS AGREEMENT, made and entered into this _____ day of _____, 2015 by and between the **Macomb County Department of Roads** ("Department of Roads") whose address is 117 S. Groesbeck Hwy, Mount Clemens, MI 48043 and the **Huron-Clinton Metropolitan Authority** ("Authority") whose address is 13000 High Ridge Drive, Brighton, Michigan 48114. In this Agreement, either the Department of Roads and/or Authority may also be referred to individually as a "Party" or jointly as "Parties."

RECITALS:

WHEREAS, it is deemed both necessary and practical by both parties that 26 Mile Road median from Stony Creek Metropark to M-53 (not including M-53 roundabouts) under the jurisdiction of the Department of Roads be provided grass and weed control maintenance, and by through maintenance staff of the Authority; and,

WHEREAS, it is declared that the services to be performed under this Agreement is a governmental function and it is the intent of the Parties that the Authority shall perform the services under this Agreement in a manner and with such frequency as to maintain the roadways in a condition reasonably safe and convenient for public travel and/or to prevent a condition from becoming a nuisance; and,

WHEREAS, the manner in which the work is to be performed will be within the discretion and control of the Authority as to what services it feels is necessary and proper weed and grass control of median along 26 Mile Road; and,

WHEREAS, the Department of Roads has requested the Authority to assist the Department of Roads by providing grass and weed control maintenance services of the median along 26 Mile Road, and the Authority is adequately staffed and equipped to provide such services, and is willing to do so upon certain conditions.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Services.** During the term of this Agreement, the Authority agrees to provide the following grass and weed control maintenance services ("Services") consisting of approximately 13 acres (the median) along 26 Mile Road from Stony Creek Metropark to M-53 (not including M-53 roundabouts).

The Services do not include, and the Authority does not undertake, maintenance or repair of the road surface or other structural elements, any clearance of obstacles or blockages or any activity which is intended to survey, monitor, identify, report, correct, modify, change or improve any condition of the road with respect to the safety of the road for travel of persons or vehicles or the safety in any respect of any person having occasion to use of 26 Mile Road. Rather, the Services will be provided on an occasional basis, solely to enhance the

recreational characteristics of the Metropark.

- 2. Department of Roads Obligation to Reimburse the Authority for Services.** The Department of Roads agrees reimburse the Authority for the cost of Services provided by the Authority. For 2015, the Department of Roads shall reimburse the Authority: **\$18,260.00**. The breakdown of the Authority's costs and expenses, are set forth in Exhibit B. The Department of Roads shall pay the Authority's invoice(s) within thirty (30) days of the invoice date. Each year, after 2015, the Authority shall review its personnel costs and any other costs affecting the ability of the Authority to provide the Services under this Agreement. If the Authority's costs have increased, the Authority will notify the Department of Roads in writing of the amount of and the reason for the increased costs for Services under the Agreement. Unless the Department of Roads notifies the Authority in writing of its intention to terminate this Agreement as provided herein, those increased costs will become effective 30 days after notification by the Authority. Exhibit B to this Agreement shall be revised to reflect the revised Service costs and expenses accordingly.
- 3. Term.** This Agreement shall become effective upon execution by the duly authorized agents of the parties. The initial Term of this Agreement shall be for five (5) years from January 1, 2015 through December 31, 2020, and unless terminated as provided herein, may be extended for an additional five-year term upon mutual agreement of the Parties. During the term of this Agreement and any renewal or extension, the Parties shall review this Agreement for compliance with state and federal law, and shall negotiate in good faith if any amendments are required to make this Agreement comply with change in state or federal law after the effective date.
- 4. Termination.** This Agreement may be terminated by (i) the expiration of the term of this Agreement and any renewal; (ii) upon 30-days' written notice of termination by one Party to the other Party to this Agreement; or, (iii) by operation of law if a court of competent jurisdiction order the termination of this Agreement
- 5. Amendment.** This Agreement may be amended only with the prior written approval of the both the Department of Roads Board and Authority's Board of Commissioners.
- 6. Employees.** The Authority shall be solely responsible for the manner of employing, engaging, compensating, transferring or discharging any of its employees, independent contractors, or personnel for the governmental services provided pursuant to this Agreement.
- 7. Independent Contractor.** At all times and for all purposes under this Agreement, the Parties' relationship to each other is that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.
- 8. Insurance.** Each Party agrees to self-insure or procure and maintain, during the term of this Agreement, at its sole expense, the following insurance which shall be written for not less

than the coverage specified herein:

- a. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
 - b. Workers’ Compensation insurance including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - c. Automobile Liability insurance 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.
 - d. Each Party will provide the other with a certificate or certificates of the insurance described herein upon request, and shall also include an endorsement naming the other Party, it’s respective elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof as additional insureds.
 - e. All policies, as described above, shall include an endorsement stating that is it 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 the persons identified in paragraph 13, “Notices”, in this Agreement.
 - f. It is expressly understood and agreed by and between the parties that the liability of the Department of Roads hereunder shall not be limited to the aforementioned insurance coverage.
- 9. Indemnification – Department of Roads.** To extent permitted by law, he Department of Roads agrees to indemnify, defend and hold harmless the Authority, its Commissioners, officers, agents and employees against any and all claims, suits, losses, damage or injury to persons or property of whatever kind or nature, whether direct or indirect, arising out of or in connection with the ownership and maintenance of the road as set forth in this Agreement. The duty to indemnify, defend and hold harmless by the Department of Roads shall include all costs of litigation or defense of claims, including attorney fees, costs and expert fees. Notwithstanding the foregoing, nothing in this Agreement shall constitute a waiver of immunities and privileges as provided by law, including governmental immunity.
- 10. Indemnification – Authority.** Subject to the disclaimer of warranties set forth in this

b. If to the Department of Roads:

Robert Hoepfner, Director
Macomb County Department of Roads
117 S Groesbeck Hwy
Mount Clemens, MI 48043
Tel: (586) 463-8671
Fax:(586) 463-8682
Email:svan@rcmcweb.org

The Parties may, by written notice, designate any further or different address to which subsequent notices, demands or communications may be given.

14. Governing Law. This Agreement has been executed and delivered and it shall be interpreted, construed, and enforced under and in accordance with Michigan law. This Agreement was mutually drafted and cannot be construed against the Authority or Department of Roads on the basis that one was the author of the Agreement.

15. Warranty Waiver; Consequential Damages. This Agreement does not, and is not intended to include or connote any warranties, promises or guaranties by the Authority of any nature whatsoever, concerning the Services provided under this Agreement. SPECIFICALLY, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY IS MADE OR TO BE IMPLIED BY THE AUTHORITY WITH RESPECT TO SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL THE AUTHORITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER CONTRACT, TORT OR OTHERWISE.

16. Assignment. This Agreement may not be assigned unless approved in writing by both Parties. This Agreement shall be binding on the Parties and their successors in interest.

17. Severability. If any provision of this Agreement is held to unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect. If, because of the invalidity of any part of this Agreement either Party determines that the purpose and intent of the Agreement has failed, the Parties shall negotiate in good faith to amend the Agreement to make it valid and satisfactory to both Parties.

18. Sections and other Headings. The articles, sections and other headings in this Agreement are for reference purposes only and shall not affect the in any way the meaning or interpretation of this Agreement.

19. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall be considered a valid original.

20. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. Neither Party shall be entitled to benefits other than those specified in this Agreement. No oral statement or prior or contemporaneous written material not specifically incorporated or referenced in this Agreement shall be of any force and effect, and both Parties specifically acknowledge in entering into and executing this Agreement they rely solely on the representations in this Agreement.

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

Huron-Clinton Metropolitan Authority

By: _____
John E. La Belle, Chairman

Robert W. Marans, Secretary

Date: _____

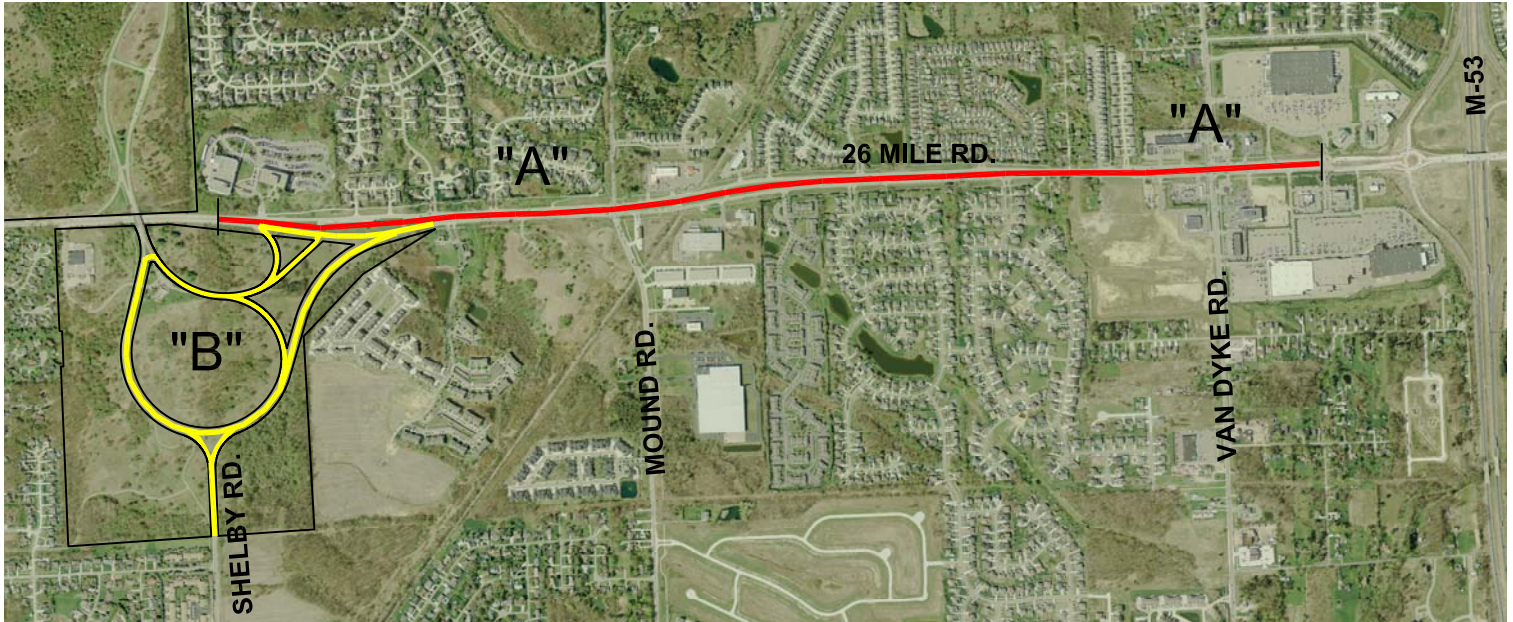
Macomb County/Department of Roads

By: _____
Mark F. Deldin, Deputy County Executive

Date: _____

EXHIBIT 'A'

MACOMB COUNTY MOWING AREAS NEAR STONY CREEK METROPARK



"A" Median of 26 Mile Rd - consisting of the area 700 ft. east of park entrance/exit overpass and ending 600 ft. west of traffic circle leading to M-53. This stretch measures approximately 10,200 ft. at an average width of 37 ft. or 8.7 acres. This distance is interrupted by 15 single lane turn-arounds and 3 double lane crossings or turn-arounds. .2 acres have been removed to account for these turn-arounds. 8.5 acres total for mowing of the median.

"B" Road shoulders or "loops" on entrance and exit roads from main park gate to HCMA property line on Shelby Rd. and east bound 26 Mile Rd. This measures 9,800 ft in length at 10 ft. in width or 4.5 acres.

Exhibit “B”

Macomb County (SC) – 13 acres mowed

Cost Reimbursement – Breakdown of Costs

	Cost
1. Equipment Maintenance	\$1,400.00
2. Exmark Lazer S 902	\$3,560.00
3. Mower Fuel	\$3,800.00
4. Employee: provisional	\$9,500.00
Total:	\$18,260.00

PATH MAINTENANCE AGREEMENT – HARRISON TOWNSHIP

THIS AGREEMENT, made and entered into this _____ day of _____, 2015 by and between the **Charter Township of Harrison** ("Township") whose address is 38151 L'Anse Creuse, Harrison Township, Michigan 48045 and the **Huron-Clinton Metropolitan Authority** ("Authority") whose address is 13000 High Ridge Drive, Brighton, Michigan 48114. In this Agreement, either the Township and/or Authority may also be referred to individually as a "Party" or jointly as "Parties."

RECITALS:

WHEREAS, the Township is the owner of a hike/bike path consisting of 9.5 miles and 16 acres, located in Harrison Township, Macomb County, Michigan, along the route designated in Exhibit A hereto attached (the "Path"); and

WHEREAS, the Authority owns, operates and maintains St. Clair Metropark ("LSC Metropark") which is contiguous to the Path as shown in Exhibit A hereto attached; and

WHEREAS, the Township has requested the Authority to assist the Township by providing certain maintenance services of the Path, and the Authority is adequately staffed and equipped to provide such services, and is willing to do so upon certain conditions.

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

2. **Township Obligation to Reimburse the Authority for Services.** The Township agrees reimburse the Authority for the cost of Services provided by the Authority. For 2015, the Township shall reimburse the Authority: **\$27,833.15**. The breakdown of the Authority's costs and expenses, are set forth in Exhibit B. The Township shall pay the Authority's invoice(s) within thirty (30) days of the invoice date. Each year, after 2015, the Authority shall review

its personnel costs and any other costs affecting the ability of the Authority to provide the Services under this Agreement. If the Authority's costs have increased, the Authority will notify the Township in writing of the amount of and the reason for the increased costs for Services under the Agreement. Unless the Township notifies the Authority in writing of its intention to terminate this Agreement as provided herein, those increased costs will become effective 30 days after notification by the Authority. Exhibit B to this Agreement shall be revised to reflect the revised Service costs and expenses accordingly.

3. **Term.** This Agreement shall become effective upon execution by the duly authorized agents of the parties. The initial Term of this Agreement shall be for five (5) years from April 1, 2015 through March 30, 2020, and unless otherwise terminated as provided herein, may be extended for an additional five-year term upon mutual agreement of the Parties. During the term of this Agreement and any renewal or extension, the Parties shall review this Agreement for compliance with state and federal law, and shall negotiate in good faith if any amendments are required to make this Agreement comply with change in state or federal law after the effective date.
4. **Termination.** This Agreement may be terminated by (i) the expiration of the term of this Agreement and any renewal or extension; (ii) upon 90-days' written notice of termination by one Party to the other Party to this Agreement; or, (iii) by operation of law if a court of competent jurisdiction order the termination of this Agreement
5. **Amendment.** This Agreement may be amended only with the prior written approval of the both the Township Board and Authority's Board of Commissioners.
6. **Employees.** The Authority shall be solely responsible for the manner of employing, engaging, compensating, transferring or discharging any of its employees, independent contractors, or personnel for the governmental services provided pursuant to this Agreement.
7. **Independent Contractor.** At all times and for all purposes under this Agreement, the Parties' relationship to each other is that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.
8. **Insurance.** Each Party agrees to self-insure or procure and maintain, during the term of this Agreement, at its sole expense, the following insurance which shall be written for not less than the coverage specified herein:
 - a. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.

- b. Workers' Compensation insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- c. Automobile Liability insurance 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.
- d. Each Party will provide the other with a certificate or certificates of the insurance described herein upon request, and shall also include an endorsement naming the other Party, it's respective elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof as additional insureds.
- e. All policies, as described above, shall include an endorsement stating that is it 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 the persons identified in paragraph 13, "Notices", in this Agreement.
- f. It is expressly understood and agreed by and between the parties that the liability of the Township hereunder shall not be limited to the aforementioned insurance coverage.

9. Indemnification – Township. To extent permitted by law, the Township agrees to indemnify, defend and hold harmless the Authority, its Commissioners, officers, agents and employees against any and all claims, suits, losses, damage or injury to persons or property of whatever kind or nature, whether direct or indirect, arising out of or in connection with the ownership and maintenance of the Path as set forth in this Agreement. The duty to indemnify, defend and hold harmless by the Township shall include all costs of litigation or defense of claims, including attorney fees, costs and expert fees. Notwithstanding the foregoing, nothing in this Agreement shall constitute a waiver of immunities and privileges as provided by law, including governmental immunity.

10. Indemnification – Authority. Subject to the disclaimer of warranties set forth in this Agreement and to the extent permitted by law, the Authority agrees to indemnify, defend and hold harmless the Township, its elected officials, officers, agents and employees against any and all claims, suits, losses, damage or injury to persons or property of whatever kind or nature, whether direct or indirect, arising from the Services provided by the Authority provided such damage or injury is proximately caused by the gross negligence of Authority, its officers, employees or agents in the provision of the Services. The duty to indemnify, defend and hold harmless by the Authority shall include all costs of litigation or defense of claims including attorney fees, costs and expert fees. Notwithstanding the foregoing, nothing in this Agreement shall constitute a waiver of immunities and privileges

as provided by law, including governmental immunity.

11. Notice of Claims. The Parties agree that a Party will promptly deliver to the other Party written notice and copies of any claims, complaints, charges, or any other accusations or allegations of negligence or other wrongdoing, whether civil or criminal in nature, that the other Party becomes aware of which involves, in any way the facility, equipment, personnel and/or services under this Agreement. Unless otherwise provided by law and/or the Michigan Court Rules, the Parties agree to cooperate with one another in any investigation conducted by the other Party of any acts or performances of any services under this Agreement.

12. Privileges and Immunities. All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of officers, agency, or employees of any public agency when performing their respective functions within the territorial limits of their respective agencies shall apply to the same degree and extent to the performance of such functions, services and duties under this Agreement. Furthermore, the Parties believe that their performance of services and duties pursuant to this Agreement will be in the exercise or discharge of a governmental function.

13. Notices. Any notice, demand or communication required under this Agreement shall be in writing and personally delivered or mailed by first-class mail addressed as follows:

a. If to the Authority: George Phifer, Deputy Director
HCMA Administrative Office
13000 High Ridge Drive
Brighton, MI 48114
Tel: (810) 494-6046
Fax: (810) 225-6212
George.Phifer@metroparks.com

b. If to the Township: _____
Name: _____ Title _____
Harrison Township
38151 L'Anse Creuse
Harrison Township, MI 48054
Tel: (586) 466-1406
Fax: (586) 466-1424
Email: _____

The Parties may, by written notice, designate any further or different address to which subsequent notices, demands or communications may be given.

14. Governing Law. This Agreement has been executed and delivered and it shall be

interpreted, construed, and enforced under and in accordance with Michigan law. This Agreement was mutually drafted and cannot be construed against the Authority or Township on the basis that one was the author of the Agreement.

- 15. Warranty Waiver; Consequential Damages.** This Agreement does not, and is not intended to include or connote any warranties, promises or guaranties by the Authority of any nature whatsoever, concerning the Services provided under this Agreement. SPECIFICALLY, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY IS MADE OR TO BE IMPLIED BY THE AUTHORITY WITH RESPECT TO SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL THE AUTHORITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER CONTRACT, TORT OR OTHERWISE.
- 16. Assignment.** This Agreement may not be assigned unless approved in writing by both Parties. This Agreement shall be binding on the Parties and their successors in interest.
- 17. Severability.** If any provision of this Agreement is held to unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect. If, because of the invalidity of any part of this Agreement either Party determines that the purpose and intent of the Agreement has failed, the Parties shall negotiate in good faith to amend the Agreement to make it valid and satisfactory to both Parties.
- 18. Sections and other Headings.** The articles, sections and other headings in this Agreement are for reference purposes only and shall not affect the in any way the meaning or interpretation of this Agreement.
- 19. Counterparts.** This Agreement may be executed in any number of counterparts, and each counterpart shall be considered a valid original.
- 20. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. Neither Party shall be entitled to benefits other than those specified in this Agreement. No oral statement or prior or contemporaneous written material not specifically incorporated or referenced in this Agreement shall be of any force and effect, and both Parties specifically acknowledge in entering into and executing this Agreement they rely solely on the representations in this Agreement.

[Signatures on following page]

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


Huron-Clinton Metropolitan Authority

By: _____
John E. La Belle, Chairman

Robert W. Marans, Secretary

Date: _____

Charter Township of Harrison

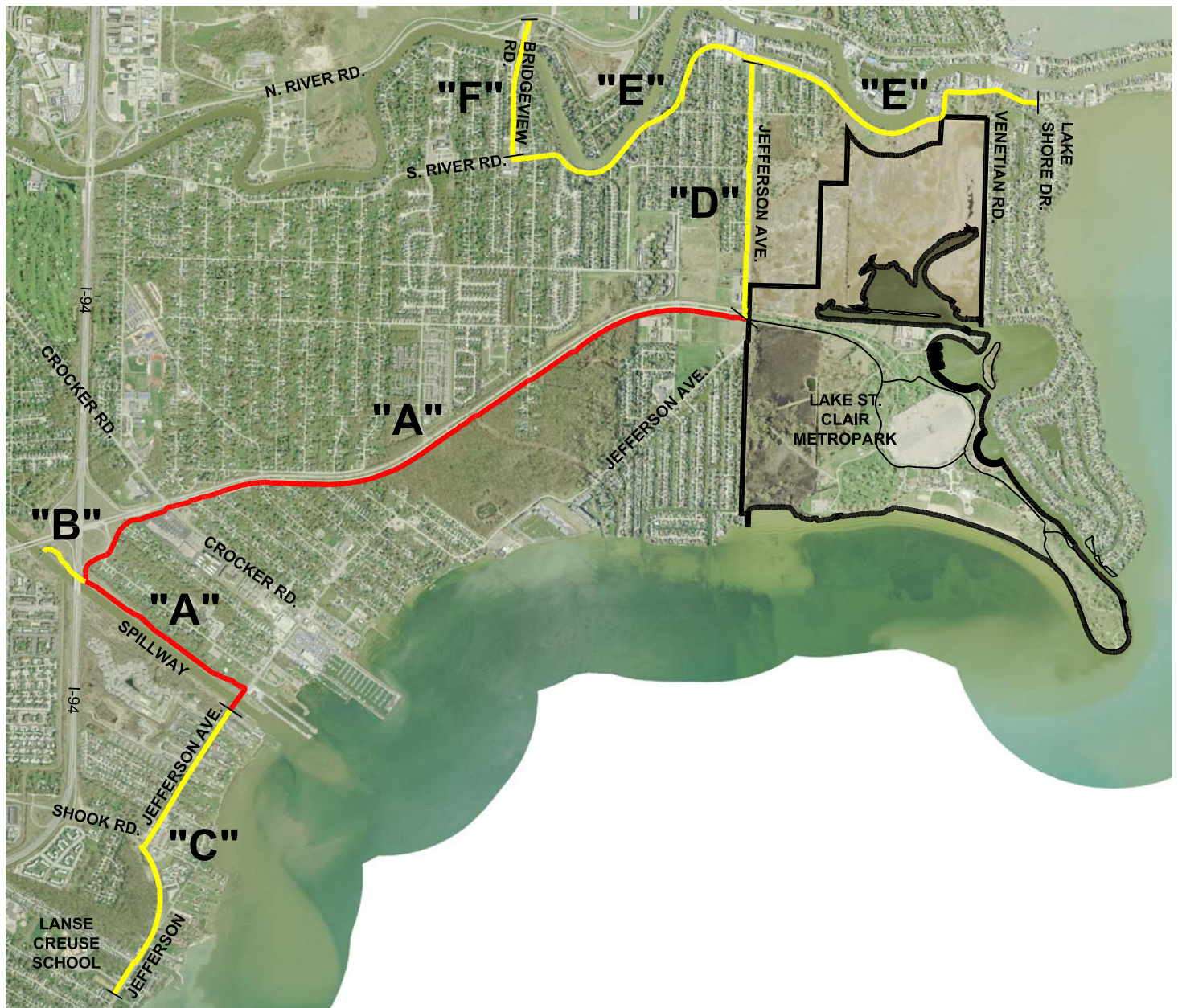
By:  _____
Kenneth J. Verkest, Supervisor

 _____
Adam Wit, Clerk

Date: 1/27/15

EXHIBIT 'A'

HARRISON TOWNSHIP TRAIL MAINTENANCE AREAS



- "A" HCMA maintains a 10ft mowed bike path shoulder from Jefferson Rd. to Crocker Rd. along Metropolitan Parkway. Maintenance of the trails 10ft shoulder continues to the spillway at I-94. HCMA maintains the 10ft mowed bike path shoulder along the spillway from I-94 to Jefferson Rd. HCMA plows snow as needed from Jefferson Rd to Crocker Rd. Plowing of the trail continues to the spillway and southeast along the spillway to Jefferson Rd.
- "B" HCMA plows snow west along the spillway from I-94 to the pedestrian bridge and the Clinton Township line.
- "C" HCMA plows snow along the Jefferson Rd. residential sidewalk to Shook Rd., where the path turns back into pavement. HCMA then follows Shook Rd. to L'Anse Cruise School.
- "D" HCMA maintains the path along Jefferson Rd. from Metropolitan Parkway North to South River Rd.
- "E" HCMA maintains the South River Rd. bike path East to Lakeshore Dr. and West to Bridgeview. This section of path is 4 ft. residential sidewalk.
- "F" From the intersection of South River Rd. and Bridgeview Rd. HCMA maintains the section of paved trail along Bridgeview Rd. North to North River Rd.

█ The portions of the bike path marked in yellow are not mowed, but maintained for snow and debris.

█ The portions of the bike path marked in red are both mowed as well as maintained for snow and debris.

The total mileage maintained is 9.5 miles of bike path, in which 3.5 miles is mowed.

Exhibit "B"

Harrison Township – 16 acres mowed/ 9.5 Path Miles Maintained

Cost Reimbursement – Breakdown of Costs

	Cost	Fuel (gal/Hr)	Fuel Cost (per gal)	Weeks	Hours
1. Toro GroundMaster 4010-D	\$2,179.35				
2. Broom Tractor Fuel	\$148.80	2	\$3.10	8	3
3. Snow Plow Fuel	\$864.00	2	\$3.00	24	6
4. Mower Fuel	\$1,116.00	2	\$3.10	30	6
5. Equipment Maintenance	\$525.00				
6. Employee: full and provisional	\$23,000.00				
Total:	\$27,833.15				

PATH MAINTENANCE AGREEMENT – CLINTON TOWNSHIP

THIS AGREEMENT, made and entered into this _____ day of _____, 2015 by and between the **Charter Township of Clinton** ("Township") whose address is 40700 Romeo Plank Road, Mount Clemens, Michigan 48038 and the **Huron-Clinton Metropolitan Authority** ("Authority") whose address is 13000 High Ridge Drive, Brighton, Michigan 48114. In this Agreement, either the Township and/or Authority may also be referred to individually as a "Party" or jointly as "Parties."

RECITALS:

WHEREAS, the Township is the owner of a hike/bike path consisting of 6.5 miles and 26 acres, located in Clinton Township, Macomb County, Michigan, along the route designated in Exhibit A hereto attached (the "Path"); and

WHEREAS, the Authority owns, operates and maintains St. Clair Metropark ("LSC Metropark") which is contiguous to the Path as shown in Exhibit A hereto attached; and

WHEREAS, the Township has requested the Authority to assist the Township by providing certain maintenance services of the Path, and the Authority is adequately staffed and equipped to provide such services, and is willing to do so upon certain conditions.

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

2. **Township Obligation to Reimburse the Authority for Services.** The Township agrees reimburse the Authority for the cost of Services provided by the Authority. For 2015, the Township shall reimburse the Authority: **\$33,769.00**. The breakdown of the Authority's costs and expenses, are set forth in Exhibit B. The Township shall pay the Authority's invoice(s) within thirty (30) days of the invoice date. Each year, after 2015, the Authority shall review its personnel costs and any other costs affecting the ability of the Authority to provide the

Services under this Agreement. If the Authority's costs have increased, the Authority will notify the Township in writing of the amount of and the reason for the increased costs for Services under the Agreement. Unless the Township notifies the Authority in writing of its intention to terminate this Agreement as provided herein, those increased costs will become effective 30 days after notification by the Authority. Exhibit B to this Agreement shall be revised to reflect the revised Service costs and expenses accordingly.

3. **Term.** This Agreement shall become effective upon execution by the duly authorized agents of the parties. The initial Term of this Agreement shall be for five (5) years from April 1, 2015 through March 30, 2020, and unless otherwise terminated as provided herein, may be extended for an additional five-year term upon mutual agreement of the Parties. During the term of this Agreement and any renewal or extension, the Parties shall review this Agreement for compliance with state and federal law, and shall negotiate in good faith if any amendments are required to make this Agreement comply with change in state or federal law after the effective date.
4. **Termination.** This Agreement may be terminated by (i) the expiration of the term of this Agreement and any renewal or extension; (ii) upon 30-days' written notice of termination by one Party to the other Party to this Agreement; or, (iii) by operation of law if a court of competent jurisdiction order the termination of this Agreement
5. **Amendment.** This Agreement may be amended only with the prior written approval of the both the Township Board and Authority's Board of Commissioners.
6. **Employees.** The Authority shall be solely responsible for the manner of employing, engaging, compensating, transferring or discharging any of its employees, independent contractors, or personnel for the governmental services provided pursuant to this Agreement.
7. **Independent Contractor.** At all times and for all purposes under this Agreement, the Parties' relationship to each other is that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.
8. **Insurance.** Each Party agrees to self-insure or procure and maintain, during the term of this Agreement, at its sole expense, the following insurance which shall be written for not less than the coverage specified herein:
 - a. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
 - b. Workers' Compensation insurance including Employers' Liability Coverage, in

accordance with all applicable statutes of the State of Michigan.

- c. Automobile Liability insurance 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.
- d. Each Party will provide the other with a certificate or certificates of the insurance described herein upon request, and shall also include an endorsement naming the other Party, it's respective elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof as additional insureds.
- e. All policies, as described above, shall include an endorsement stating that is it 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 the persons identified in paragraph 13, "Notices", in this Agreement.
- f. It is expressly understood and agreed by and between the parties that the liability of the Township hereunder shall not be limited to the aforementioned insurance coverage.

9. Indemnification – Township. To extent permitted by law, the Township agrees to indemnify, defend and hold harmless the Authority, its Commissioners, officers, agents and employees against any and all claims, suits, losses, damage or injury to persons or property of whatever kind or nature, whether direct or indirect, arising out of or in connection with the ownership and maintenance of the Path as set forth in this Agreement. The duty to indemnify, defend and hold harmless by the Township shall include all costs of litigation or defense of claims, including attorney fees, costs and expert fees. Notwithstanding the foregoing, nothing in this Agreement shall constitute a waiver of immunities and privileges as provided by law, including governmental immunity.

10. Indemnification – Authority. Subject to the disclaimer of warranties set forth in this Agreement and to the extent permitted by law, the Authority agrees to indemnify, defend and hold harmless the Township, its elected officials, officers, agents and employees against any and all claims, suits, losses, damage or injury to persons or property of whatever kind or nature, whether direct or indirect, arising from the Services provided by the Authority provided such damage or injury were proximately caused by the gross negligence of Authority, its officers, employees or agents in the provision of the Services. The duty to indemnify, defend and hold harmless by the Authority shall include all costs of litigation or defense of claims including attorney fees, costs and expert fees. Notwithstanding the foregoing, nothing in this Agreement shall constitute a waiver of immunities and privileges as provided by law, including governmental immunity.

11. Notice of Claims. The Parties agree that a Party will promptly deliver to the other Party written notice and copies of any claims, complaints, charges, or any other accusations or allegations of negligence or other wrongdoing, whether civil or criminal in nature, that the other Party becomes aware of which involves, in any way the facility, equipment, personnel and/or services under this Agreement. Unless otherwise provided by law and/or the Michigan Court Rules, the Parties agree to cooperate with one another in any investigation conducted by the other Party of any acts or performances of any services under this Agreement.

12. Privileges and Immunities. All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of officers, agency, or employees of any public agency when performing their respective functions within the territorial limits of their respective agencies shall apply to the same degree and extent to the performance of such functions, services and duties under this Agreement. Furthermore, the Parties believe that their performance of services and duties pursuant to this Agreement will be in the exercise or discharge of a governmental function.

13. Notices. Any notice, demand or communication required under this Agreement shall be in writing and personally delivered or mailed by first-class mail addressed as follows:

a. If to the Authority: George Phifer, Deputy Director
HCMA Administrative Office
13000 High Ridge Drive
Brighton, MI 48114
Tel: (810) 494-6046
Fax: (810) 225-6212
George.Phifer@metroparks.com

b. If to the Township: Name: Mary Bednar Title Director of Public Services
Charter Township of Clinton
40700 Romeo Plank Road
Mount Clemens, MI 48038
Tel: (586) 286-8000
Fax: (586) 723-8181
Email: m.bednar@clintontownship-mi.gov

The Parties may, by written notice, designate any further or different address to which subsequent notices, demands or communications may be given.

14. Governing Law. This Agreement has been executed and delivered and it shall be interpreted, construed, and enforced under and in accordance with Michigan law. This

Agreement was mutually drafted and cannot be construed against the Authority or Township on the basis that one was the author of the Agreement.

- 15. Warranty Waiver; Consequential Damages.** This Agreement does not, and is not intended to include or connote any warranties, promises or guaranties by the Authority of any nature whatsoever, concerning the Services provided under this Agreement. SPECIFICALLY, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY IS MADE OR TO BE IMPLIED BY THE AUTHORITY WITH RESPECT TO SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL THE AUTHORITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER CONTRACT, TORT OR OTHERWISE.
- 16. Assignment.** This Agreement may not be assigned unless approved in writing by both Parties. This Agreement shall be binding on the Parties and their successors in interest.
- 17. Severability.** If any provision of this Agreement is held to unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect. If, because of the invalidity of any part of this Agreement either Party determines that the purpose and intent of the Agreement has failed, the Parties shall negotiate in good faith to amend the Agreement to make it valid and satisfactory to both Parties.
- 18. Sections and other Headings.** The articles, sections and other headings in this Agreement are for reference purposes only and shall not affect the in any way the meaning or interpretation of this Agreement.
- 19. Counterparts.** This Agreement may be executed in any number of counterparts, and each counterpart shall be considered a valid original.
- 20. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. Neither Party shall be entitled to benefits other than those specified in this Agreement. No oral statement or prior or contemporaneous written material not specifically incorporated or referenced in this Agreement shall be of any force and effect, and both Parties specifically acknowledge in entering into and executing this Agreement they rely solely on the representations in this Agreement.

[Signatures on following page]

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

Huron-Clinton Metropolitan Authority

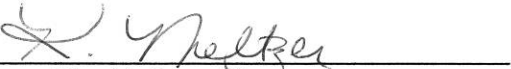
By: _____
John E. La Belle, Chairman

Robert W. Marans, Secretary

Date: _____

Charter Township of Clinton

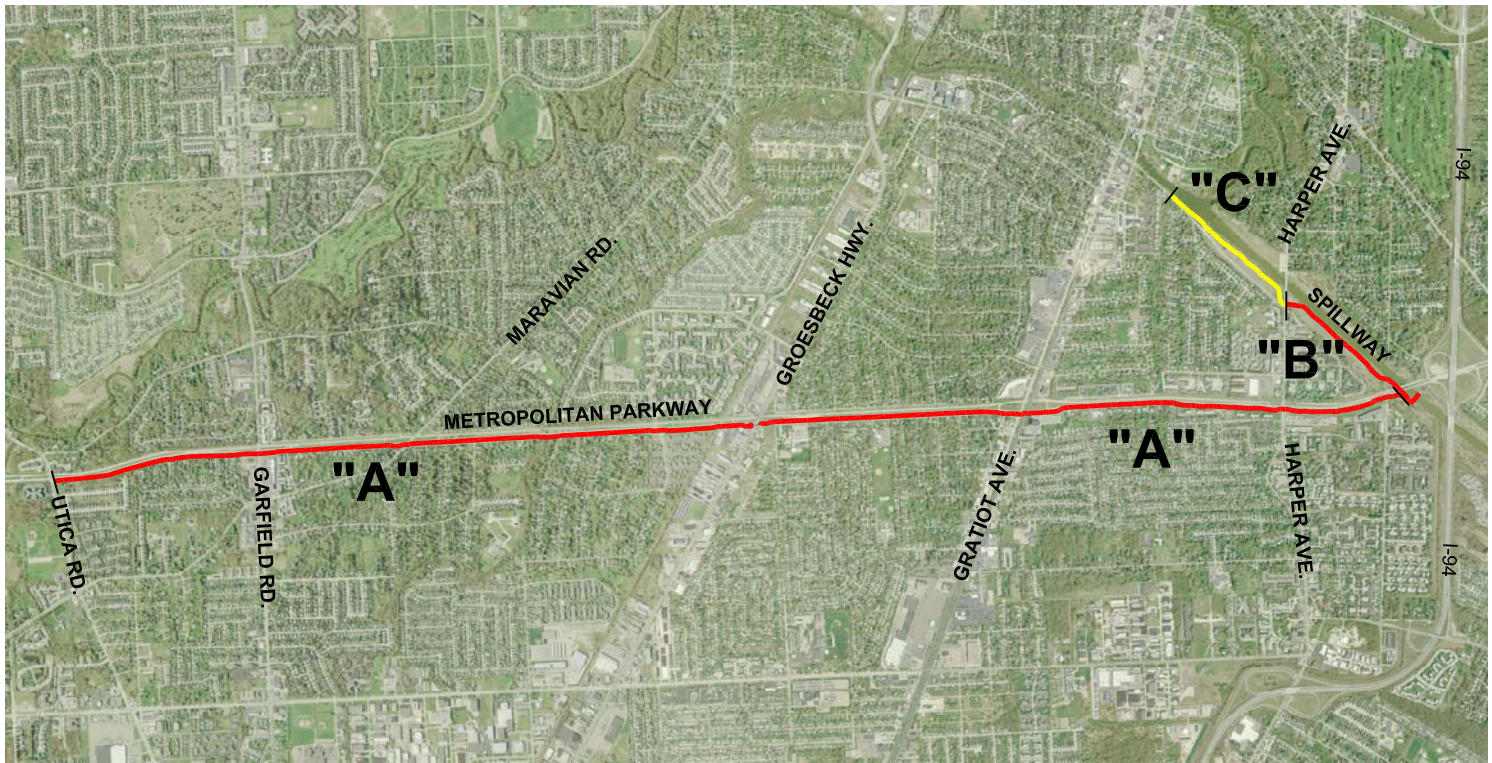
By: 
Robert J. Cannon, Supervisor


Kim Meltzer, Clerk

Date: 1-15-15

EXHIBIT 'A'


CLINTON TOWNSHIP TRAIL MAINTENANCE AREAS




"A" HCMA maintains a 10ft mowed path shoulder following the bike path from the I-94/spillway and Metropolitan Parkway west to Utica Rd.

"B" HCMA also maintains a 16ft mowed path shoulder following the I-94 spillway north to Harper Ave.

"C" HCMA plows the bike path from Harper Ave. to the pedestrian bridge that crosses the spillway east of Gratiot Ave.

 The portions of the bike path marked in red are both mowed as well as maintained for snow and debris.

 The portion of the bike path marked in yellow is maintained for snow and debris. The bike path shoulders are not mowed on this section of path.

The total mileage maintained is 6.5 miles.

Exhibit "B"

Clinton Township – 26 acres mowed/ 6.5 Path Miles Maintained

Cost Reimbursement – Breakdown of Costs

	Cost	Fuel (gal/Hr)	Fuel Cost (per gal)	Weeks	Hours
1. Toro GroundMaster 4010-D	\$2,905.80				
2. Broom Tractor Fuel	\$99.20	2	\$3.10	8	2
3. Snow Plow Fuel	\$576.00	2	\$3.00	24	4
4. Mower Fuel	\$1,488.00	2	\$3.10	30	8
5. Equipment Maintenance	\$700.00				
6. Employee: full and provisional	\$28,000				
Total:	\$33,769.00				



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Mike Brahm-Henkel, Manager of Assets and Development
 Project No: 502-14M
 Project Title: Boat Launch Skid Pier Replacement
 Project Type: Major Maintenance
 Location: Lake St. Clair Metropark, Macomb County
 Date: February 4, 2015

Quotes Received: December 16, 2014 at 4:00 p.m.

Action Requested: Motion to Approve

That the Board of Commissioners' award Contract No. 502-14M to the low responsive, responsible bidder, Vulcanmasters Welding Company, Inc. in the amount of \$42,900.00 as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.

Fiscal Impact: The project is under budget by \$7,000.

Scope of Work: Work to include furnishing all labor, equipment, and materials necessary for removal, disposal, transporting, off loading, and replacement of two 44-foot long and 5-foot wide steel fabricated skid piers for the boat launch at Lake St. Clair Metropark. The current piers are deteriorated and in need of replacement. There are currently four piers at the site.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Vulcanmasters Welding Company, Inc.	Detroit	\$42,900.00

(Note: This is the second bidding for this project. The project was sent to more than 200 companies within the MITN network)

Budget Amount for Contract Services and Administration	\$ 51,000.00
Work Order Amount	
Contract Amount-Vulcanmasters Welding Co., Inc.	\$ 42,900.00
Contract Administration	<u>\$ 1,000.00</u>
Total Proposed Work Order Amount (Rounded)	\$ 44,000.00

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.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Rebecca Franchock, Controller
 Subject: Correction – 2014 Wayne and Washtenaw County Tax Adjustment
 Date: February 4, 2015

Action Requested: Motion to Approve

That the Board of Commissioners approve the tax levy adjustments to increase the 2014 receivable balance for Wayne County and Washtenaw County as detailed below by Controller Franchock and staff.

Background: In November 2014, staff worked with reports from the five counties to reconcile adjustments to the levy. There was an error in the interpretation of the information from Wayne County causing us to reduce the levy by \$150,668.72 as shown below:

	Estimated Tax Adjustments	Actual Tax Adjustments	Net Tax Write Up/(Down)
Wayne County	500,000.00	(650,668.72)	(150,668.72)

In preparation for year-end processing the error became apparent and a correcting entry is needed. The correct adjustment should have been an increase of the estimated levy by \$193,076.48 as shown below:

	Estimated Tax Adjustments	Actual Tax Adjustments	Net Tax Write Up/(Down)
Wayne County	500,000.00	(306,923.52)	193,076.48

Also in November, staff utilized information provided by Washtenaw County to reconcile the current year levy resulting in a write down of \$20,512.36 as shown below:

	Estimated Tax Adjustments	Actual Tax Adjustments	Net Tax Write Up/(Down)
Washtenaw County	60,000.00	80,512.36	(20,512.36)

In January, we received information from Washtenaw County identifying additional funds received in December as the pro-rata share of interest and other adjustments that should have been included in the reconciliation resulting in the adjustment shown below:

	Estimated Tax Adjustments	Actual Tax Adjustments	Net Tax Write Up/(Down)
Washtenaw County	60,000.00	(46,857.92)	(13,142.08)

The net results of both of these adjustments are write-ups of the Wayne Levy of \$343,745.20 and Washtenaw Levy of \$32,874.76. The end result is that the estimate of tax adjustments, resulting in a reduced levy, made during the 2014 budget process was overly conservative. Staff is anticipating higher tax revenue than originally budgeted.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Rebecca L. Franchock, Controller
Subject: 2015 Liability Indemnification Resolution
Date: February 4, 2015

Action Requested: Motion to Adopt Resolution

That the Board of Commissioners adopt the 2015 Liability Indemnification Resolution as recommended by general counsel, Miller Canfield.

Fiscal Impact: None

Background: Based on a recent recommendation from Miller Canfield, the Metroparks Board of Commissioners is asked to adopt the attached Liability Indemnification Resolution. Historically, the Board has approved the Resolution as far back as 1986. The annual administration of this matter is recommended each year so that the Board can reaffirm their general intent on liability indemnification in case a claim is presented to the Metroparks at some later date.

The Liability Indemnification Resolution offers protection for Board members, employees and volunteers against claims and losses arising out of the course of their service/employment with the Metroparks while acting within the scope of their duties.

Attachment: 2015 Liability Indemnification Resolution

**HURON-CLINTON METROPOLITAN AUTHORITY
LIABILITY INDEMNIFICATION RESOLUTION**

WHEREAS, Huron-Clinton Metropolitan Authority (the "Authority") has purchased public officials errors and omissions liability insurance to indemnify and protect all of its Board members, officers, employees and volunteers against loss on account of a judgment secured against them arising out of any claim for personal injury or property damage caused by such Board members, officers, employees and volunteers as is authorized by Section 9 of Michigan Act 170 of 1964, MCL 691.1409, as amended; and

WHEREAS, the Authority has, historically, purchased various liability insurance coverages for personal injury and property damage liability insuring all Authority premises and operations and covering all Board members, officers, employees and volunteers as additional named insured; and

WHEREAS, Board members, officers and other employees of the Authority may from time to time act as investment fiduciaries or carry out fiduciary duties under Michigan Act 314 of 1965, MCL 38.1121 et seq, as amended, or under other applicable law; and

WHEREAS, in order to attract and retain qualified individuals to serve as Board members, officers and employees of the Authority and to serve in various fiduciary and voluntary capacities, it is necessary that such individuals be indemnified and protected against losses and claims arising out of the conduct of such Board members, officers, employees and volunteers while in the course of their employment and while acting within the scope of their authority; and

WHEREAS, it is the desire of this Board to provide indemnification and protection to Authority Board members, officers, employees and volunteers to the fullest extent permitted by law;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Definition. For purposes of this Resolution, the phrase "Covered Persons" shall be defined to mean all of the following: members of the Board of Commissioners, staff officers, all Authority employees and all authorized volunteers.

2. Civil Action Indemnification.

a. General. Whenever a claim is made or a civil action is commenced against a Covered Person for injuries to persons or property allegedly caused by the Covered Person while acting within the scope of his or her employment and while acting within the scope of his or her

authority, the Authority shall, to the fullest extent authorized or permitted by Michigan law, pay, engage, or furnish the services of an attorney to advise the Covered Person as to the claim and to appear for and represent the Covered Person in the action. The Authority may compromise, settle and pay the claim before or after the commencement of a civil action. Whenever a judgment for damages is awarded against a Covered Person as a result of a civil action for personal injuries or property damage caused by the Covered Person while in the course of employment and while acting within the scope of his or her authority, the Authority shall, to the fullest extent authorized or permitted by Michigan law, indemnify the Covered Person or pay, settle or compromise the judgment. Notwithstanding the generality of the preceding sentences included in this paragraph, the indemnification, and the provision of attorney services provided by this paragraph shall not apply to claims or actions which arise out of dishonest, fraudulent, criminal or malicious acts or omissions.

b. Fiduciary. Whenever a claim is made or a civil action is commenced against a Covered Person who is (or who is alleged to be) a fiduciary under a retirement, retirement system, deferred compensation plan or any other benefit plan or arrangement maintained by the Authority, the Authority shall, to the fullest extent authorized or permitted by Michigan law, pay, engage, or furnish the services of an attorney to advise the Covered Person as to the claim and to appear for and represent the Covered Person in the action, provided such person acted in good faith and in a manner which he/she reasonably believed to be solely in the interest of the participants and beneficiaries. The Authority may compromise, settle and pay the claim before or after the commencement of a civil action. Whenever a judgment for damages is awarded against a Covered Person as a result of a civil action for damages or other relief caused by his or her acts or omissions as a fiduciary, while acting within the scope of his or her authority, the Authority shall, to the fullest extent authorized or permitted by Michigan law, indemnify the Covered Person or pay, settle or compromise the judgment, provided such person acted in good faith and in a manner which he/she reasonably believed to be solely, in the interest of the participants and beneficiaries. A Covered Person, who discharges his or her fiduciary duties in a manner he or she reasonably believes to be solely in the interest of the participants and beneficiaries of a plan, system or arrangement maintained by the Authority, shall be deemed to have acted in a manner which he or she reasonably believed to be in (or not opposed to) the best interests of the Authority. Notwithstanding the generality of the preceding sentences included in this subparagraph, the indemnification, and the provision of attorney services provided by this paragraph shall not apply to claims or actions which arise out of dishonest, fraudulent, criminal or malicious acts or omissions.

3. Continuing Effect. Even though a Covered Person has ceased to serve the Authority in a capacity enumerated in Section 1 above, the provisions of Section 2 above shall still apply for all action taken by a Covered Person while in a capacity enumerated in Section 1 above. The provisions of Section 2 above shall inure to the benefit of the of the estate, heirs and personal representatives of each Covered Person.

4. Implementation. In order to fully implement the provisions of paragraph 2 above, the Authority will undertake to adopt a Resolution authorizing the indemnification and/or the provisions for attorney services of a Covered Person in each and every situation in which the necessity for indemnification of and/or attorney services for a Covered Person arises, as provided for in paragraph 2 above.

5. Insurance. If valid and collectible insurance maintained by the Authority is available to a Covered Person with respect to any claim or civil action referenced in Paragraph 2 above, then such insurance coverage shall be deemed primary and the indemnification and the provision of attorney services specified in paragraph 2 shall be in excess of and shall not contribute with such other insurance.

6. Non-Exclusive. The provisions of this Resolution shall not be deemed to restrict or prohibit the Authority, to the extent allowed or permitted by Michigan law, from indemnifying a Covered Person even though such indemnification may not be required by the terms hereof.

7. Amendment/Revocation. The Authority shall have a continuing right to amend or revoke this Resolution, such amendment or revocation to be effective on a prospective basis only.

8. Liability restricted. This Resolution shall not impose any liability upon the Authority other than as specifically provided herein.

9. Captions. The captions in this Resolution are for convenience only and shall not be deemed to amplify or modify the terms of this Resolution.

10. Severability. If any provision or section of this Resolution is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Resolution.

11. Conflicts. All resolutions in conflict herewith in whole or in part are hereby revoked to the extent of such conflict.

Date Adopted: February 12, 2015

By: _____
John E. La Belle
Chairman of the Board of Commissioners
Huron-Clinton Metropolitan Authority

By: _____
Robert W. Marans
Secretary of the Board of Commissioners
Huron-Clinton Metropolitan Authority

By: _____
George Phifer
Deputy Director
Huron-Clinton Metropolitan Authority

**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners
From: Rebecca L. Franchock, Controller
Subject: First Amendment to Employees' Retirement Plan and Trust Agreement
Date: February 4, 2014

Action Requested: Motion to Approve Resolution Amendment to Employees' Retirement Plan and Trust Agreement

That the Board of Commissioners approve the Resolution to the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement as restated Oct. 1, 2013 and approved Aug. 14, 2014. It is anticipated the Pension Committee will recommend this action at the Feb. 12, 2014 Pension/Retiree Health Care meeting preceding the Board of Commissioners meeting.

**Attachment: First Amendment to the HCMA Employees' Retirement Plan
Resolution Adopting the First Amendment to the Retirement Plan**

**FIRST AMENDMENT TO THE
HURON-CLINTON METROPOLITAN AUTHORITY
EMPLOYEES' RETIREMENT PLAN AND TRUST AGREEMENT
AS RESTATED OCTOBER 1, 2013**

WHEREAS, the Huron-Clinton Metropolitan Authority (the "Authority") has deemed it necessary and desirable to amend the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust (the "Plan") to modify a provision of the Plan regarding the crediting of prior service.

NOW, THEREFORE, the Plan is hereby amended effective as of February 12, 2015, as follows:

1. Article 2, Section 2.5 is hereby replaced in its entirety with the following:

"2.5 INCLUSION OF YEARS OF SERVICE WITH AUTHORITY MEMBER FOR BENEFIT ACCRUAL PURPOSES

Notwithstanding anything contained herein to the contrary, the Executive Director's Service with any county that is a member of the Authority shall be used in determining his or her Service for benefit and vesting purposes under this Plan. Notwithstanding anything contained herein to the contrary, effective as of February 12, 2015, no service shall be awarded or credited under this Section 2.5."

IN WITNESS WHEREOF, Huron-Clinton Metropolitan Authority has caused this Amendment to be executed by its duly authorized officers and the corporate seal to be hereunto affixed this 12th day of February, 2015.

Gregory J. Almas, Director

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

**BOARD OF COMMISSIONERS ADOPTION OF THE FIRST AMENDMENT TO THE
HURON-CLINTON METROPOLITAN AUTHORITY EMPLOYEES'
RETIREMENT PLAN AND TRUST,
AS RESTATED OCTOBER 1, 2013 ("PLAN")**

RESOLUTION

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 12, 2015, THE BOARD ADOPTED A RESOLUTION:

WHEREAS, the Board of Commissioners of the Huron-Clinton Metropolitan Authority (the "HCMA"), effective October 1, 1952, established the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust ("Plan") for the benefit of its eligible employees; and

WHEREAS, the HCMA Board of Commissioners desires to amend the Plan to modify a Plan provision regarding the crediting of service; and

WHEREAS, the HCMA Board of Commissioners has reviewed the attached Plan Amendment and has deemed it necessary and desirable to adopt the attached Plan Amendment as prepared by the law offices of Miller, Canfield, Paddock and Stone, P.L.C.

NOW, THEREFORE, BE IT RESOLVED, that Gregory J. Almas, Director of HCMA, be, and is hereby, directed to execute the attached Plan Amendment; and

BE IT FURTHER RESOLVED, that the proper officers of the HCMA be, and they are hereby, authorized and directed to take such actions and to execute such documents and instruments and to perform such acts as they, in their sole judgment, deem necessary or desirable to effectuate the intent of these resolutions and to file with the appropriate agencies such notifications as are necessary, customary or desirable under the circumstances; and

BE IT FURTHER RESOLVED, that all actions heretofore taken with respect to the matters authorized in these Resolutions be, and they hereby are, ratified, confirmed and approved.

The following aye votes were recorded:

The following nay votes were recorded:

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority on Thursday, February 12, 2015.

George Phifer, Deputy Director



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Rebecca Franchock, Controller
 Subject: 2014 Fourth Quarter Budget Appropriation Amendments
 Date: February 4, 2014

Action Requested: Motion to Approve

That the Board of Commissioners approve the 2014 Fourth Quarter Appropriation Amendments as recommended by Interim Director Almas and Controller Franchock.

Background: In order to maintain compliance with 2014 Budget line item appropriation limits, monthly reviews have been made of Capital and Operation General Fund expenditure accounts. As a result of these reviews and subsequent review and approval by the Deputy Director, these appropriation adjustments have been recorded.

\$1,209,700 (48 percent) of the \$2,532,800 in General Fund appropriation adjustments made represent appropriations transferred between accounts within the same cost center.

\$1,270,000 (50 percent) of the \$2,532,800 in General Fund appropriation adjustments made represent appropriations transferred between accounts between different cost centers.

Appropriations totaling \$53,100 (2 percent) were made from the General Fund Reserve for Future Contingency Account for the following items:

1	\$ 1,500	Butterfly garden, Westrick donation – Stony Creek
2	6,600	3M Education grant money to cover expenses – Indian Springs
3	45,000	Donation money to cover HCMA portion of Milford Rd. crosswalk
	<u>\$ 53,100</u>	

Please note, in addition to the above appropriation adjustments, 2014 Budget appropriation adjustments totaling \$264,600 were returned to the Capital Project Fund Reserve for Future Contingencies Account related to various projects that were under budget, per Board policy. In total, there was a net increase to all reserve accounts of \$211,500.

Attachment: 2014 Fourth Quarter Appropriation Adjustments

Summary of Changes by Cost Center

	Appropriations Transferred Out of Cost Center	Appropriations Transferred Into Cost Center	Appropriations Transferred Within Cost Center	Appropriations From Reserve	Total Appropriations Transferred
Capital					
Lake St Clair	-	-	-	-	-
Kensington	(39,800)	3,600	4,500	-	(31,700)
Lower Huron	-	-	3,500	-	3,500
Hudson Mills	-	30,000	-	-	30,000
Stony Creek	(111,000)	19,600	7,200	-	(84,200)
Willow	-	-	-	-	-
Lake Erie	(13,400)	13,400	-	-	-
Wolcott Mill	-	2,000	1,500	-	3,500
Indian Springs	-	6,200	1,000	-	7,200
Huron Meadows	-	-	1,100	-	1,100
Cost Share/Other Agencies	-	-	-	45,000	45,000
Equipment					
Administrative Office	(100)	10,000	-	-	9,900
Central Pool	(23,200)	100	-	-	(23,100)
Lake St Clair	(19,700)	5,800	-	-	(13,900)
Kensington	-	11,600	-	-	11,600
Lower Huron	(3,400)	-	-	-	(3,400)
Hudson Mills	-	7,700	-	-	7,700
Stony Creek	(3,400)	1,000	-	-	(2,400)
Willow	(2,600)	-	-	-	(2,600)
Lake Erie	(4,700)	-	-	-	(4,700)
Wolcott Mill	-	25,000	-	-	25,000
Indian Springs	-	400	-	-	400
Huron Meadows	(500)	2,200	-	-	1,700
Major Maintenance					
Lake St Clair	(25,900)	8,100	-	-	(17,800)
Kensington	(11,900)	15,000	42,000	-	45,100
Lower Huron	-	3,200	-	-	3,200
Hudson Mills	-	8,400	-	-	8,400
Stony Creek	-	17,800	-	-	17,800
Willow	(8,600)	28,200	-	-	19,600
Oakwoods	-	9,000	-	-	9,000
Lake Erie	(94,500)	29,700	-	-	(64,800)
Indian Springs	(3,400)	21,500	-	-	18,100
Operations					
Administrative Office	(44,400)	200	337,800	-	293,600
Central Pool	-	26,400	-	-	26,400
Lake St Clair	(113,600)	143,300	28,000	-	57,700
Kensington	(187,400)	171,500	133,900	-	118,000
Lower Huron	(11,600)	8,100	89,700	-	86,200
Hudson Mills	(77,900)	75,900	66,500	-	64,500
Stony Creek	(112,800)	131,800	33,100	1,500	53,600
Willow	(24,800)	24,200	79,400	-	78,800
Lake Erie	(12,700)	5,300	163,500	-	156,100
Wolcott Mill	(87,700)	95,600	30,100	-	38,000
Indian Springs	-	31,800	102,600	6,600	141,000
Huron Meadows	(25,600)	70,700	39,900	-	85,000
Natural Resources	-	-	7,400	-	7,400
South Metroparkway	-	300	-	-	300

Summary of Changes by Cost Center

	<u>Appropriations Transferred Out of Cost Center</u>	<u>Appropriations Transferred Into Cost Center</u>	<u>Appropriations Transferred Within Cost Center</u>	<u>Appropriations From Reserve</u>	<u>Total Appropriations Transferred</u>
<u>Engineering/Planning</u>					
Administrative Office	-	-	37,000	-	37,000
Central Pool	-	14,000	-	-	14,000
Lake St Clair	(53,300)	-	-	-	(53,300)
Kensington	(59,800)	-	-	-	(59,800)
Lower Huron	(5,000)	18,300	-	-	13,300
Hudson Mills	-	22,200	-	-	22,200
Stony Creek	(45,000)	1,700	-	-	(43,300)
Willow	-	60,200	-	-	60,200
Oakwoods	-	7,300	-	-	7,300
Lake Erie	(2,800)	35,700	-	-	32,900
Wolcott Mill	-	17,400	-	-	17,400
Indian Springs	(20,400)	15,200	-	-	(5,200)
Huron Meadows	(19,100)	13,400	-	-	(5,700)
 Total All Funds	 <u>\$ (1,270,000)</u>	 <u>\$ 1,270,000</u>	 <u>\$ 1,209,700</u>	 <u>\$ 53,100</u>	 <u>\$ 1,262,800</u>



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Maria van Rooijen, Purchasing Agent
 Subject: Update – Auction Report
 Date: February 4, 2015

Requested Action: Motion to Receive and File

That the Board of Commissioners receive and file the Action Report as submitted by Purchasing Agent Maria van Rooijen.

Background: In 2013, the Metroparks held two auctions one in the spring, which made \$111,965 and one in the fall, which made \$115,000. The spring auction was held at Lake Erie Metropark to sell the replacement golf carts, the fall auction was held at Kensington Metropark because a majority of the items being sold were at Kensington. With the equipment budget significantly cut back there was not enough items to have an auction for 2014. Staff did pursue having an auction together with local agencies but most used the online auction, so there was no interest.

The following is the list of items sold on the online auction for 2014 totaling \$31,885.03

	<u>Selling Price</u>
GMC Pickup Truck	\$ 6,152.00
Ariens String Trimmer walk behind	\$ 122.51
Marine Travel Lift at Lake Erie	\$ 10,000.00
John Deere Gator	\$ 3,060.00
Ford Explorer	\$ 6,100.00
Chev Suburban	\$ 2,500.00
Rock Climbing Wall	\$ 3,500.00
Photo slide cabinets and components	\$ 25.00
Golf clubs (6 lots)	\$ 110.52
Antique Vulcan Gas Stove	\$ 315.00

With the upcoming purchase of the golf carts there will be enough items to have a small auction in the spring. The following items are slated for the 2015 auction:

- 1994 Cushman Work Vehicle
- 1999 Club Car Carryall I
- 2004 Club Car DSE Cart
- 2004 Club Car DSE Cart
- 1999 Gallenberg Sand Sifter(Beach Cleaner)
- 1997 Tennant Sweeper
- 2007 Cherrington Sand Sifter (Beach Cleaner)
- Landa Pressure Washer, gas

- 2003 Landa Pressure Washer, diesel
- 1997 Western 7-foot Plow
- 1981 Campbell Hausfeld Compressor
- New Holland Corn Chopper Head
- 2000 Club Car Carryall I
- 2003 Tuff Pressure Washer
- 2006 Fisher Salt Spreader
- 2007 Chevrolet Suburban
- Pickups (2)
- 4 - 5 staff vehicles
- 40 Golf carts
- Miscellaneous Items desks, tables, tires, bicycles, etc.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Gregory J. Almas, Interim Director
Subject: Legislative Report
Date: February 4, 2015

Legislative Consultant George Carr will give a verbal update at the Feb. 12, 2015 meeting.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Paul Muelle, Natural Resources and Environmental Compliance Manager
 Subject: Property Acquisition
 Location: Lake St. Clair Metropark, Macomb County
 Date: February 4, 2015

Action Requested: Motion to Approve

That the Board of Commissioners authorize Staff to prepare and execute an agreement to purchase 52.5 acres of property adjacent to Lake St Clair Metropark from East Warren Properties, LLC (Parcel 'C') at the appraised value of \$170,000.00 as recommended by Natural Resources and Environmental Compliance Manager Paul Muelle and staff.

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

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



The 52.5 acre site consists of 41 acres of wetland and 11 acres of upland. A Phase Two investigation of the upland portion found slightly elevated levels of contaminants for residential standards but well below standards for non-residential standards.

Phase One and Phase Two Baseline Environmental Assessments and Due Care Plan were all completed and approved by the Department of Environmental Quality. These assessments provide both State and Federal environmental liability protection for purchased property.

The purchase agreement and associated documents will be reviewed by Miller Canfield prior to finalization.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Mike Brahm-Henkel, Manager of Assets and Development
Subject: Revision to the 2015 Capital Budget Project Listing
Project Type: Capital Improvement
Description: Wolcott Mill Historic Center and Farm Parking Lot Redevelopment
Location: Wolcott Mill Metropark, Macomb County
Date: February 4, 2015

Action Requested: Motion to Approve

That the Board of Commissioners amend the current 2015 budget with the addition of two projects for Wolcott Mill Metropark along with funding modifications to existing projects to cover the cost. The first project will develop a new parking lot for the Historic Center, which is preliminarily estimated at \$525,000. Funding would be achieved by transferring partial funds from existing 2015 budgeted projects which would include; the Lake St. Clair West Beach Front/Playground Development (\$270,000), Kensington East Boat Launch Pier Replacement (\$40,000), Stony Creek Boat Launch Restroom Replacement (\$212,000), and the Indian Springs EDC Wedding Gazebo, (\$3,000). Once detailed information can be compiled from the topographical field survey, township, and road commission a more refined estimate will be established. The second project will provide a paved surface and resolve drainage issues at the existing Farm Center parking lot and is estimated at \$220,000. In order to fund this project the remaining \$220,000 balance of the Kensington East Boat Launch Pier Replacement project would be used and the project would then be budgeted again in 2016. The modifications are summarized below.

Wolcott Mill Historic Center Parking Lot

(Estimated Cost \$525,000)

Existing 2015 Project	Park	Budgeted Amount	Amount Transferred	Remaining Balance
West Beach Front/Playground Redevelopment	Lake St. Clair	\$1,270,000	\$ 270,000	\$ 1,000,000
East Boat Launch Pier Replacement	Kensington	\$ 260,000	\$ 40,000	\$ 220,000
Boat Launch Restroom Replacement	Stony Creek	\$ 400,000	\$ 212,000	\$ 188,000
EDC Wedding Gazebo	Indian Springs	\$ 73,000	\$ 3,000	\$ 70,000
Total			\$525,000	

Wolcott Mill Parking Lot Redevelopment
Page 2

Wolcott Mill Farm Center Paving
 (Estimated Cost \$220,000)

Existing 2015 Project	Park	Remaining Balance	Amount Transferred to Wolcott Mill Lot	Amount Transferred	New Project Total
East Boat Launch Pier Replacement	Kensington	\$ 220,000	\$ 220,000	\$ 220,000	\$0
Total			\$ 220,000		

Upon approval authorizing staff to reallocate project funding, projects will be bid following Board approved procedures. The recommendation is to amend the current 2015 budget as outlined above by Manager of Assets and Development Mike Brahm-Henkel and staff.

Fiscal Impact: Maintains existing 2015 budget levels.

Scope of Work: The project includes the construction of a new paved parking lot at the Wolcott Mill Historic Center. The Parking lot will improve access to the center, add additional parking for events, and provide closer proximity to the Farm entrance. The lot as proposed will provide 200 parking spaces. Modifications to the propose parking lot may need to be made depending on local requirements. The existing gravel lot located to the south will be used for additional parking as needed. The second project will pave the existing Farm lot and address drainage issues due to run off and the high water table in the area.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Mike Brahm-Henkel, Manager of Assets and Development
 Project No: 713-14X
 Project Title: Bids – Building Demolition for 64553 Wolcott Road
 Project Type: Major Maintenance
 Location: Wolcott Mill Metropark
 Date: February 4, 2015

Bids Opened: January 26, 2015 at 4:00 p.m.

Action Requested: Motion to Approve

That the Board of Commissioners award Contract No. 713-14X to the low responsive, responsible bidder, Ahern Contracting, Inc., in the amount of \$33,000 and transfer \$34,000 from Fund Balance to cover the cost of the project as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.

Fiscal Impact: Unbudgeted demolition project.

Scope of Work: Work to include furnishing all labor, equipment and materials necessary for demolition of buildings at 64553 Wolcott; including a 2,900 square-foot residential home and two detached car garage(s), removal of miscellaneous equipment and personal items scattered on the site and all related work to complete project. This project was originally identified in 2014 and was planned to be completed with park staff. However, after the abatement report in December 2014 showing lead and asbestos the use of a contractor became necessary.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Ahern Contracting, Inc.	Chesterfield	\$33,000.00
S. A. Torello Demolition, Inc.	Port Huron	\$38,480.00
International Construction, Inc.	Shelby Township	\$54,900.00
Able Demolition, Inc.	Shelby Township	\$55,890.00

Budget Amount for Contract Services and Administration

Work Order Amount

Contract Amount-Ahern Contracting	\$33,000.00
Contract Administration	<u>\$ 1,000.00</u>
Total Proposed Work Order Amount	\$34,000.00

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



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Mike Brahm-Henkel, Manager of Assets and Development
 Project No: 509-15A
 Project Title: Bids – Golf Starter Building Well Replacement
 Project Type: Capital Improvement
 Location: Stony Creek Metropark, Macomb County
 Date: February 4, 2015

Bids Opened: January 26, 2015 at 4:00 p.m.

Action Requested: Motion to Approve

That the Board of Commissioners award Contract No. 509-15A to the low responsive, responsible bidder, Cribley Drilling Co., Inc., in the amount of \$17,785.10 and transfer \$19,000.00 from Capital fund balance to cover the project cost as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.

Fiscal Impact: This item is an unbudgeted repair.

Scope of Work: Work to include furnishing all labor, equipment and materials necessary for supplying and installing a new 5-inch well, including casing, screen, developing, pumping and testing; submersible well pump, including electrical controls, conductors and conduit for electrical service; pitless adaptor, approximately 110 feet of two-inch water line with valves and fittings; hydro-pneumatic pre-charges pressure tank and related controls and piping. The project will also include proper capping and abandonment of an existing water well and removal of all components within the building. The existing well is more than 30-years-old and does not meet current minimum isolation distance requirements and is having on going water quality issues.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Cribley Drilling Co., Inc.	Dexter	\$17,785.10
Suburban Installers Inc.	Macomb	\$32,936.00
Brown Drilling Co., Inc.	Howell	\$39,198.00

Budget Amount for Contract Services and Administration
 Work Order Amount

Contract Amount-Cribley Drilling	\$17,785.00
Contract Administration	<u>\$ 1,000.00</u>
Total Proposed Work Order Amount (Rounded)	\$19,000.00

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



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Paul Muelle, Natural Resources and Environmental Compliance Manager
 Subject: Update – Farmland Lease Procedure
 Date: February 4, 2015

Action Requested: Motion to Receive and File

That the Board of Commissioners (1) direct staff to proceed with current year land leases; and (2) approve the Farmland Leasing Procedures for 2016 implementation as recommended by Natural Resources and Environmental Compliance Manager Paul Muelle and staff.

Fiscal Impact: In 2014, Farmland lease revenue totaled \$39,450

Background: At the Nov. 13, 2014 Board of Commissioners meeting, in response to the Property Lease Update, the Board requested staff provide a draft Farmland Property Lease Procedure for review and comment.

In 2014, a total of 595 acres of farmland was under lease. The proposed procedure is based on a competitive bid process conducted annually for leases lasting one crop season (nine months), with minimum bids reflecting the current Market Rate for non-irrigated farm land as determined by the USDA.

As a point of discussion, if desired by the Board, the Authority could retain the option to renew leases annually, if Lessees performance is satisfactory to the Authority, for an extended period of time (example: not to exceed three years), at which point the lease would be re-advertised for bid. The extended lease period could be terminated by either party at the conclusion of the current lease year (Dec. 15) with a 30 day written notice. Each subsequent year lease rate would mirror the percent change of the current Market Rate for non-irrigated farm land as determined by the USDA.

Advantages to multi-year leases is that it would help the farmers long term plans for crop rotation, fertilization needs, seed purchase and other crop production related items, as well as help to reduce Authority administrative costs while still preserving the Authorities ability to determine land use on a yearly basis.

Attachment: Draft Farmland Leasing Procedure

Farmland Leasing Procedure

Establishment of Farmland Available for Lease

The Authority will determine which parcels of property will be available to the public for farming activity on an annual basis. Recommendations and determination of available land will be made in conjunction with and input from the Administrative Staff, Planning, Engineering, and Natural Resources Departments, local Park Operations Staff and the Commissioner(s) in which the property is located. Land availability will be determined no later than December 15 of the current lease year.

Length of Lease

Leasing of crop land will be on a crop season basis (9 months) beginning March 15 and ending Dec. 15.

Bid Process

Property will be available to review by the public beginning December 16 and bid documents will be available by Jan. 15 of each year. Bids must be received by the Authority by Jan. 31. Awards will be made the second Thursday of February and contracts will be forwarded to the successful bidder for signature by March 1 of each year.

Information on the bidding process for available properties will be advertised in local media outlets, the HCMA website and other entities such as Farm Bureau, NRCS or County Extension Service as deemed appropriate and determined by the Authority. Bid documents will contain the property description and location map. The successful bidder must provide proof of insurance with coverage as required by the Authority, and agree to all other provisions of the standard HCMA Lease Agreement.

Minimum (Market) Lease Rate

The Minimum acceptable lease rates for all park land will be no less than the current Market Rate for non-irrigated farm land as determined by the USDA FSA from the previous year. Pasture land pricing will be considered under certain circumstances. If minimum bids are not met, the Authority would retain the right to negotiate lease rates if it is in the best interest of the Authority.

Note: The Farm Service Agency (FSA) uses cash rent county estimates to determine market-based rates in administering USDA programs, such as the Conservation Reserve Program (CRP). Other state and federal government agencies, universities, and research organizations use these data for other forms of economic analysis. The data provide farmers and ranchers with current information about rental rates in their county and are available for their use in making decisions regarding renting and leasing farmland.

Prohibited Activities / Restrictions

Leasing of Authority property will be restricted to agricultural (crop) production. The rearing of livestock, materials storage, manufacturing or distribution or other non-agricultural growing activities will not be permitted.

Short-term leases or lease back situations negotiated as part of a real estate purchase or divesture process as outlined in current Board Policies (BC P2 & BC L1) are not affected under this Procedure.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Rebecca Franchock, Controller
Subject: Update – ERP Financial System Project
Date: February 4, 2015

Action Requested: Motion to Receive and File

Controller Franchock will give a verbal presentation on the progress of the ERP Financial System at the Feb. 12 Board meeting.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Rebecca L. Franchock, Controller
 Subject: Report – 2014 Year-End Financial Statement
 Date: February 4, 2015

Action Requested: Motion to Receive and File

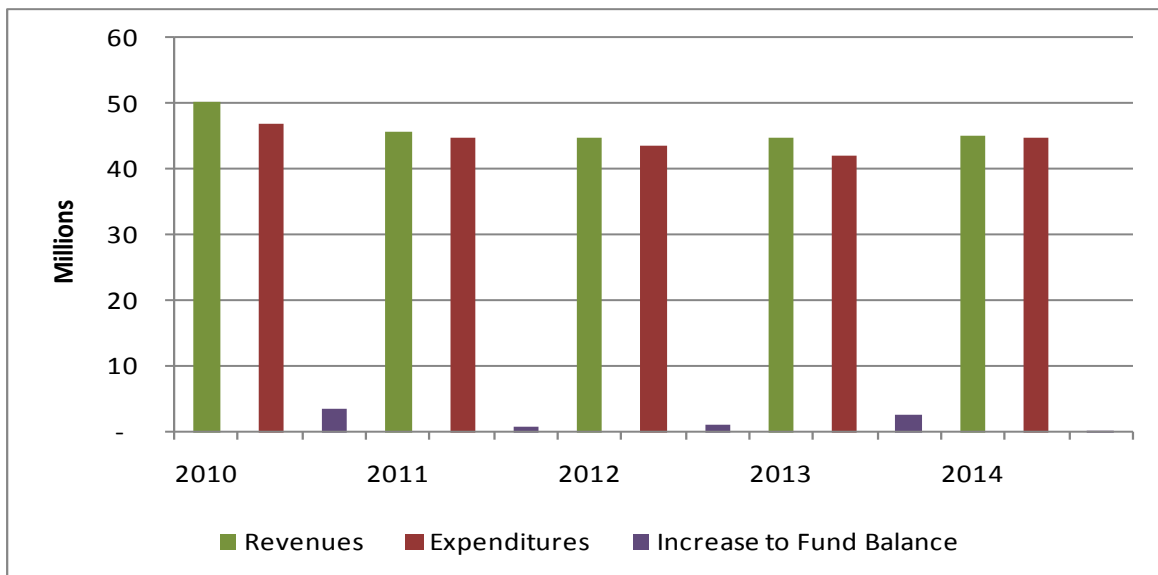
That the Board of Commissioners receive and file the December 31, 2014 Financial Statement report as recommended by Controller Franchock.

Background: This year-end financial review will provide the Board of Commissioners with a synopsis of how each major General Fund revenue and expenditure area finished 2014 and how it compares to 2014 Five-Year-Plan and final amended budget levels. The 2014 activity of the Supplemental Major Maintenance Fund is also reported.

The 2014 Budget was developed to align with specific revenue and expenditure guidelines as outlined in the Five-Year-Plan. 2014 funds were allocated to enable staff to deliver Metropark recreational services and facilities to our park visitors, as well as maintain and renovate Metropark infrastructure to the extent that current funding allows.

FUND BALANCE

For 2014, total revenue exceeded total expenditures by \$815,000. This results in an increase to fund balance. The Metroparks have consistently worked to live within their means and the results are apparent in the comparison of total revenues and total expenditures over the past five years below:



The results for 2014 are also indicative of the increasing difficulty in accomplishing this as the increase to fund balance is down to 1.8 percent, historically over the last five years this amount averaged over 3 percent.

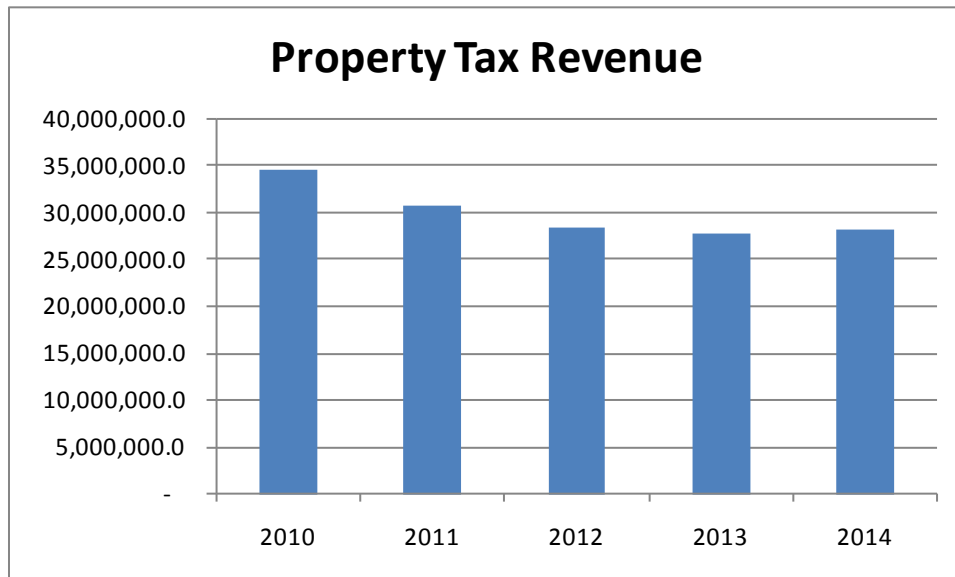
	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Total Fund Balance	31,081,000	31,861,584	34,198,914	35,894,536	36,709,110

REVENUES

Overall, revenue increased from 2013 to 2014. Tax, operating, interest and other minor income sources increased by \$0.5 million more than the decline in grant, donation and sale of capital asset revenues.

REVENUES	2014		2013		Change from 2013	
	\$	%	\$	%	\$	%
Property Taxes	\$ 28,125,677	62.3%	\$ 27,655,290	61.6%	\$ 470,387	1.7%
Park Operating Revenue	16,316,176	36.1%	14,519,869	32.4%	1,796,307	11.0%
Interest Income	277,461	0.6%	198,136	0.4%	79,325	28.6%
Grants	215,614	0.5%	2,074,988	4.6%	(1,859,374)	-862.4%
Donations	87,407	0.2%	167,123	0.4%	(79,716)	-91.2%
Sale of Capital Assets	43,551	0.1%	223,069	0.5%	(179,518)	-412.2%
Other Miscellaneous	97,013	0.2%	27,567	0.1%	69,446	71.6%
Total Revenues	\$ 45,162,898		\$ 44,866,042		\$ 296,856	0.7%

2014 was the year that the decline in property tax revenue finally reversed. Tax revenue, the largest single source of Metroparks revenue, made minor gains as anticipated in the 2014 budget (1.7 percent). Although the trend is positive, the gap between today's tax revenue and that of 2010, just four years ago is \$6.4 million annually. With the current structure, although the Metroparks benefit from a permanent levy, the revenue produced has been substantially eroded with no sign of a return to former funding levels from this source. Staff continues to work diligently to find alternative revenue sources.



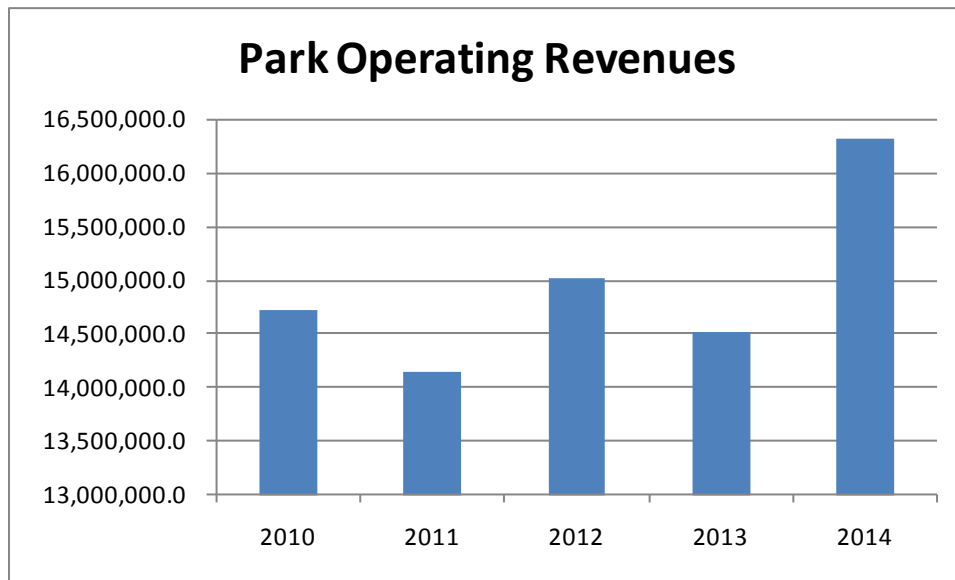
Donation revenue fell to nearly half of the 2013 level. A portion of this may be accounted for by redirection of philanthropy to the Huron-Clinton Metroparks Foundation, which was reactivated in 2014. Donated funds will flow through the Foundation to the Metroparks as expenditures related to the projects are incurred. It is anticipated that this initiative will begin to produce an increase in donation revenue in 2015 and the years ahead.

Sale of Capital Assets is also reduced significantly from the 2013 level as equipment is retained longer and less items are available for auction or trade in. Sale of strategic items via on-line auction or other means produced the amounts recorded in 2014.

Although interest rates continue to be extremely low, Interest income has increased through somewhat more aggressive cash flow/ investment modeling.

PARK OPERATIONS

Park Operating Revenues in 2014 increased by more than 12 percent from 2013 levels, primarily the result of increased tolling fees. Although attendance figures are down, the increased permit fees generated additional funds.

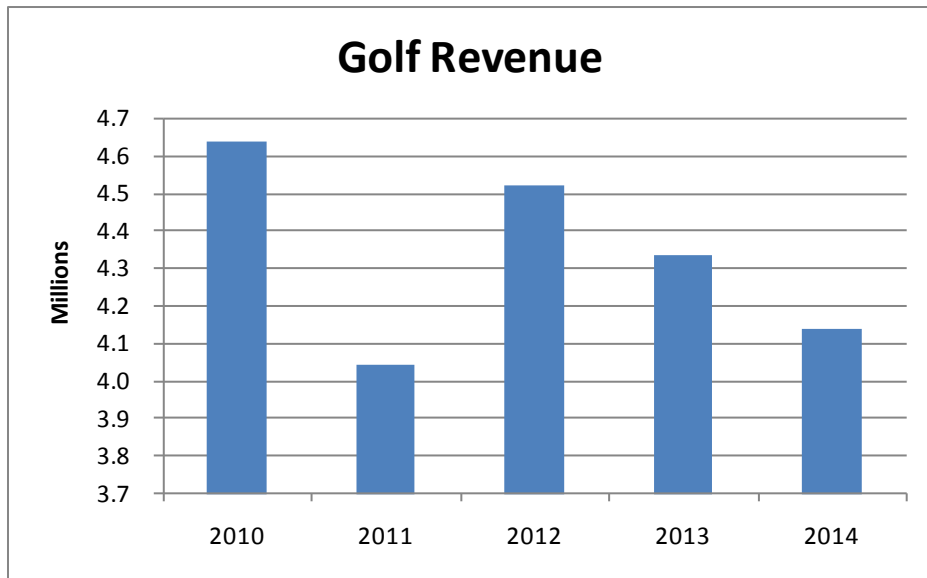


The three largest sources of operating revenue continue to be Tolling, Golf and Aquatics. Food and beverage service which are primarily generated at the golf courses gross an additional \$1.2 million.

2014 Park Operating Revenue		
Tolling	\$ 6,991,270	43%
Golf	4,137,390	25%
Aquatic	1,425,896	9%
Food and Beverage	1,201,877	7%
All Other	2,559,743	16%
	<u>\$16,316,176</u>	100%

Toll revenue was the only significant revenue center to exceed budget targets. In spite of vehicle entries declining from 2.8 million in 2013 to 2.7 million in 2014, the increase of \$5 per annual permit and \$2 per daily permit resulted in an increase in revenue of \$1.4 million. This exceeded budgeted revenue by \$0.4 million.

Golf revenues fell short of the budget by \$269,000 in spite of reducing the budget target from 2013 by \$32,000. Total golf revenue (\$4.1 million) came in \$195,000 lower than 2013 receipts (\$4.3 million). Although weather was not ideal it was improved somewhat from the record rain of 2013 yet golf revenues slid further. 2014 was the first full year for implementation of the ROI recommendations and challenges were encountered with implementation including staffing key positions. It is disappointing that revenues have not yet responded in a positive way. Full evaluation will be needed following the 2015 season.



Although 2014 Aquatic facilities' revenues (\$1.4 million) increased from 2013 levels (\$1.3 million), they fell below the budgeted targets for the second year in a row. The shortfall, which exceeded \$200,000, was lower than the shortfall in 2013 (which exceeded \$300,000). In perspective the revenue generated in 2014 was near the five-year average for aquatic facility revenue however the 2014 budget amount was overly optimistic.

Similarly Food/Beverage revenues also increased from 2013 with the change to self-operation at all Metroparks regulation golf courses. This ROI recommended change was intended to increase food/beverage revenue by more than \$0.5 million. In reality the increase fell short of the target by \$115,000.

EXPENDITURES

Overall, 2014 expenditures totaled \$44.3 million compared to an amended budget of \$50.9 million, under budget by \$6.6 million (12.9 percent). This is primarily the result of multiple year capital budget projects. Nearly \$4.2 million of the \$10.5 million capital budget was not expended in 2014. In developing the 2015 budget it was anticipated that \$3.975 million would be unspent and unencumbered at Dec. 31, 2014. In fact, only \$3.735 million was available to roll forward to fund 2015 capital. All expenditure areas ended the year within 2014 Budget parameters.

EXPENDITURES	2014	%	2013	%	CHANGE FROM 2013	
					\$	%
Engineering/General Planning	1,241,564	3%	1,561,878	4%	(320,314)	-21%
Capital Improvements	4,850,581	11%	5,068,489	12%	(217,908)	-4%
Equipment	1,225,463	3%	1,531,933	4%	(306,470)	-20%
Land Acquisition	269,846	1%	28,820	0%	241,026	836%
TOTAL CAPITAL	7,587,453	17%	8,191,119	19%	(603,666)	-7%
Major Maintenance	1,243,362	3%	704,327	2%	539,035	77%
Administrative Office	29,119,022	66%	28,829,494	67%	289,528	1%
Park Operations	6,398,487	14%	5,428,712	13%	969,775	18%
TOTAL OPERATIONS	36,760,870	83%	34,962,533	81%	1,798,338	5%
TOTAL EXPENDITURES	44,348,324	100%	43,153,652	100%	1,194,672	3%

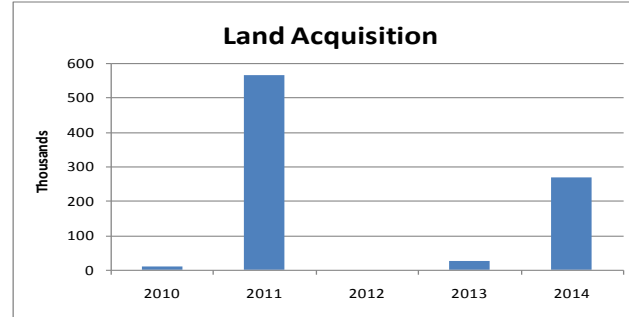
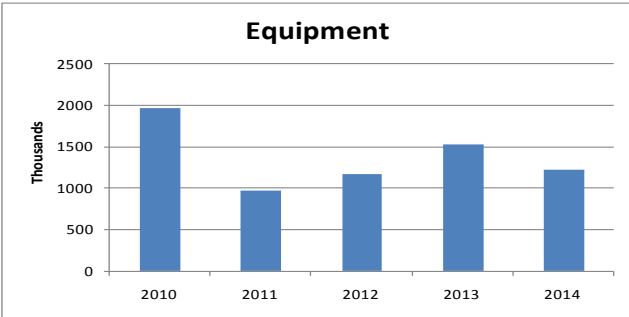
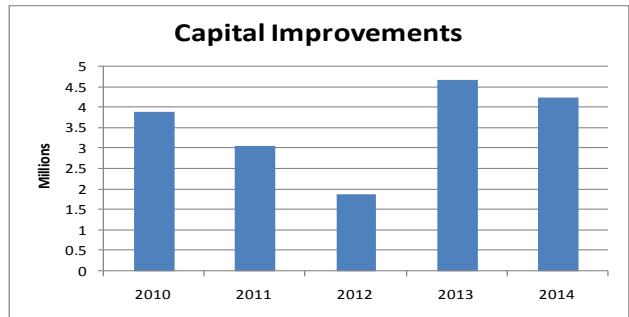
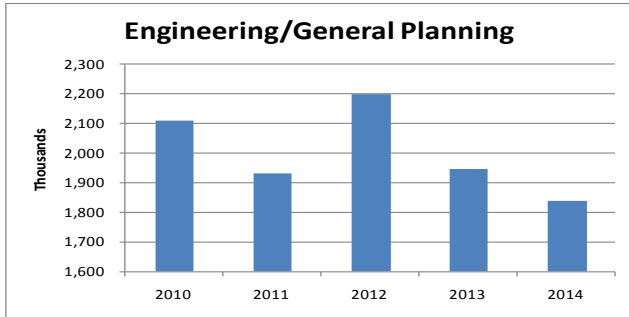
CAPITAL EXPENDITURES

Authority investments into capital areas renovated and improved the Metropark system as follows:

- ◆ \$1.2 million for capital planning and engineering;
- ◆ \$4.9 million for 40 capital improvement projects;
- ◆ \$1.2 million for new equipment;
- ◆ \$0.3 million for land acquisition.

These capital expenditures total \$7.6 million and accounted for 17 percent of total 2014 expenditures. This is a decrease from the 2013 expenditures for general engineering/planning and capital items which totaled \$8.2 million. In 2013, \$3.2 million dollars of resources related to the Storm Water Greenscape project at Lake St. Clair Metropark were expended. This project was partially funded by grants (\$1.5 million).

In 2014, the two largest projects were the Huron Meadows Maintenance building (\$1.1 million) and Kensington Martindale Parking Lot redevelopment (\$1.5 million). Both projects are near completion as of year-end. In addition, the Kensington Nature Center Overlook was rebuilt (\$193,000). This project is partially funded with grant revenue.

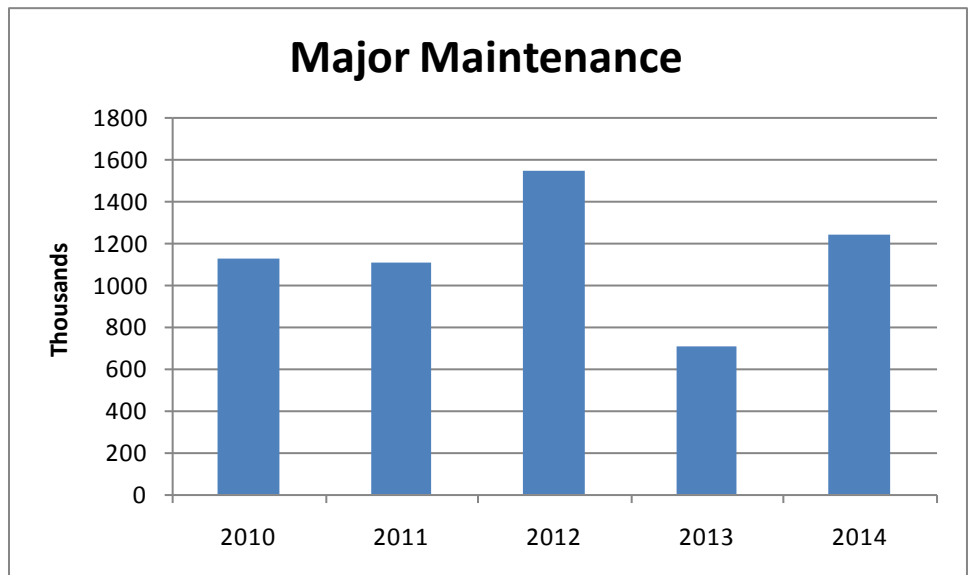


MAJOR MAINTENANCE EXPENDITURES

There were 40 major maintenance projects that rehabilitated existing Metropark facilities at a cost of \$1.2 million, \$1.0 million less than the planned major maintenance budget of \$2.4 million.

- ◆ \$93,000 two pump repairs;
- ◆ \$97,000 three golf projects;
- ◆ \$48,000 five pool repairs;
- ◆ \$315,000 six building/roof repairs;
- ◆ \$188,000 twenty four miscellaneous repairs/renovations.

These items accounted for 3 percent of total 2014 expenditures. In 2013 major maintenance expenditures totaled \$0.7 million.



OPERATION EXPENDITURES

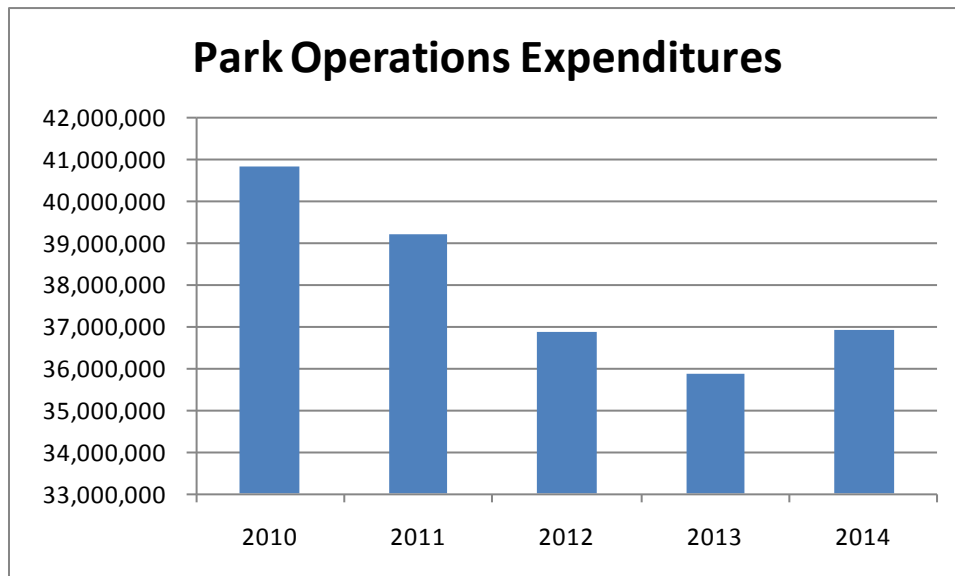
The 2014 direct cost of operating Metropark facilities, programs and services for the estimated 8.2 million yearly visitors totaled \$29.1 million. This amount is \$0.9 million under the planned budget of \$30 million. All categories came in within the amended budgets. It is worth noting that one sign of the tightening of budget parameters is the fact that percentage of amended budget spent increased even while actual spending levels decreased from 2010 through 2013; from 95 to 97 percent.

Category	2010		2011		2012		2013		2014	
Maintenance	10,002,299	31%	10,808,745	34%	9,912,645	33%	9,278,422	32%	9,159,447	31%
Administrative	5,686,092	18%	5,674,510	18%	5,162,389	17%	4,984,258	17%	4,410,232	15%
Police	3,608,571	11%	3,587,351	11%	3,640,549	12%	3,794,773	13%	4,041,955	14%
Interpretive	4,122,072	13%	4,120,558	13%	3,835,445	13%	3,722,487	13%	3,697,947	13%
Golf	4,486,921	14%	3,587,176	11%	3,499,500	12%	3,313,413	11%	3,592,726	12%
Aquatics	1,700,702	5%	1,581,041	5%	1,604,234	5%	1,680,846	6%	1,594,754	5%
General Park	1,226,925	4%	1,095,990	3%	882,012	3%	929,575	3%	1,066,417	4%
Food/Beverage	651,444	2%	614,288	2%	553,186	2%	528,389	2%	912,907	3%
Tolling	448,101	1%	456,111	1%	459,915	2%	436,607	2%	482,389	2%
Marina	198,680	1%	192,214	1%	156,810	1%	160,722	1%	160,246	1%
	32,131,806		31,717,984		29,706,684		28,829,494		29,119,022	

It is interesting to note that the largest category, Maintenance which has decreased by more than 8 percent since 2010 still accounts for 31 percent of total operating expense. Administrative costs have dropped from 18 to 15 percent and Police department costs have increased as a percentage of total expenditures from 11 to 14 percent.

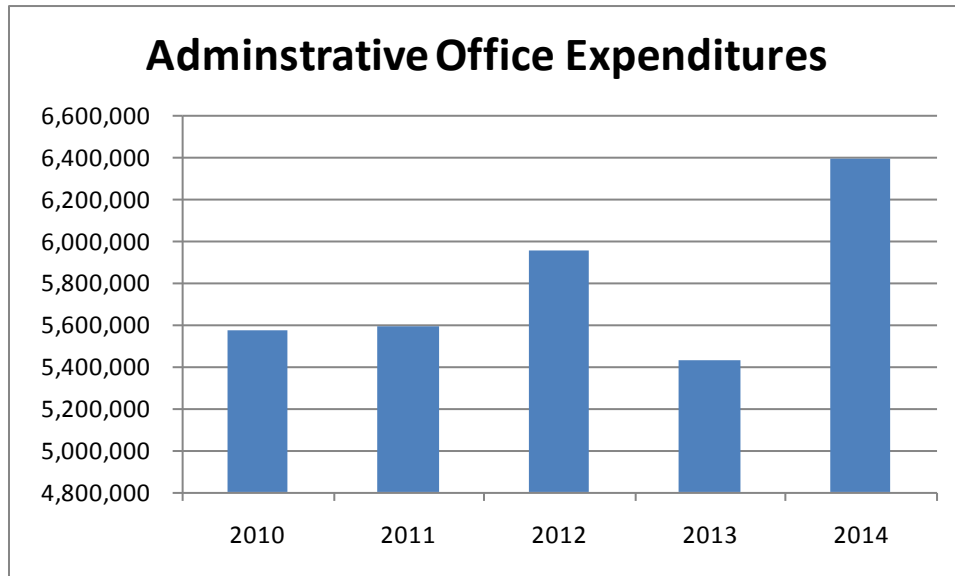
The move to self-operation for food and beverage services has had an inflationary effect on the total of park operating expenditures as this area increased by nearly \$400,000 from 2013 to 2014. Golf which had initially shown a marked decrease from 2010 levels appears to be inching back up from the 2013 level by \$279,000. The Police department also increased from 2013 to 2014 by \$247,000.

Maintenance and Administrative expenses made the largest decreases from 2013 at \$119,000 and \$574,000 respectively.



ADMINISTRATIVE OFFICE EXPENDITURES

Administrative Office outlays ran \$6.4 million against a budget of \$6.5 million, coming in under budget by \$0.1 million (1.5 percent). This expenditure level is the result of several issues. Additional marketing efforts (\$300,000); additional IT staff and equipment (\$350,000); new fund development position (\$120,000-partial year) and accounting accruals all combined to push the Administrative Office expenditures up by nearly \$1 million.



SUPPLEMENTAL MAJOR MAINTENANCE FUND

Oil and gas revenue and interest on accumulated funds are the two sources of revenue for this fund. In 2014, both sources declined as shown in the chart below:

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Oil/Gas Revenue	436,000	369,000	595,000	298,000	240,000
Interest Income	90,000	58,000	28,000	19,000	12,000

Currently there are two projects underway that are funded by the SMMRF. Both are located within Stony Creek. Expenditures in 2014 totaled \$575,000. The fund has assets of \$4.9 million remaining as of the end of 2014; a decrease of \$0.5 million from 2013.

These year-end figures will be audited by Abraham and Gaffney in March.

**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners
From: Rebecca L. Franchock, Controller
Subject: Retiree Pension Committee/RHCT Board Member Appointment
Date: February 4, 2015

Action Requested: Motion to Approve

That the Board of Commissioners approve Mr. David L. Wahl as the Retiree Representative to the Pension Committee and the Retiree Health Care Board for a three-year term as recommended by Controller Franchock and staff.

Budget Impact: None

Background: Recently Mr. Michael G. Magee has expressed his interest in ending his service as Retiree Representative to the Pension Committee and the Retiree Health Care Board. In accordance with the Plan, current retirees were notified of the opportunity to serve and several retirees expressed an interest. Also following the guidelines in both the Pension and Retiree Health Care Trust Plans, a committee consisting of the Director, the Presidents of the HCMA Employee Association and the Police Officers Association met to review the candidates and make a recommendation.

At this time I am pleased to advise you that Mr. David L. Wahl, former controller has been recommended to fill the retiree representative position on the Pension Committee and Retiree Health Care Trust Board of Trustees.

I would also like to take this time to express my deep appreciation, personally and also on behalf of the Metroparks to Mr. Michael G. Magee for his service as retiree representative over the past ten years.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Rebecca L. Franchock, Controller
Subject: Approval – Pension Fund/Retiree Health Care Trust Investment Policy
Date: February 4, 2015

Action Requested: Motion to Approve the Updated Pension Plan and Retiree Health Care Trust Investment Policy

That the Board of Commissioners approve the Updated Employees' Retirement Plan and Retiree Health Care Trust Investment Policy as presented.

Background: The Board of Commissioners of the Huron-Clinton Metropolitan Authority (the "Board") is responsible for managing the investment process of the Plan in a prudent manner. In consultation with outside Investment Manager, SEI, the attached investment policy documents have been prepared to guide the investment decisions of the plan and trust in a manner most appropriate for achieving the objectives of the Plan.

The Board, guided by recommendations of the Pension Committee and the Retiree Health Care Trust Board, assumes responsibility for establishing the overall investment policy that directs the investment of all Plan assets.

The attached documents describe the duties and responsibilities, objectives, investment policy targets, and control procedures to be used in managing the plan and trust assets.

**Attachments: Pension Investment Policy
Retiree Health Care Trust Investment Policy**

Investment Policy Statement

Huron-Clinton Metropolitan Authority

**Employees' Retirement Plan
and Trust Agreement**

February 2015

INTRODUCTION

This document establishes the Investment Policy Statement (“Investment Policy”) for the Huron-Clinton Metropolitan Authority Employees’ Retirement Plan and Trust Agreement (the “Plan”). The Board of Commissioners of the Huron-Clinton Metropolitan Authority (the “Board”) is responsible for managing the investment process of the Plan in a prudent manner with regard to preserving principal while providing reasonable returns.

The Board has arrived at this Investment Policy through careful study of the returns and risks associated with various investment strategies in relation to the current and projected liabilities of the Plan, after consulting with such outside Investment Manager (as defined below) as is deemed appropriate. This Investment Policy has been chosen as the most appropriate policy for achieving the objectives of the Plan which are described in the “Statement of Objectives” section of this document; however, the Board shall be free to deviate from this Investment Policy when it concludes that it is prudent and in the interest of the Plan to do so and may amend the Investment Policy at any time.

The Board has adopted a long-term investment horizon such that the chances and duration of investment losses are carefully weighed against the long term potential for appreciation of assets.

DUTIES AND RESPONSIBILITIES

The Board, guided by the recommendations of the Pension Committee, assumes responsibility for establishing the investment policy that is to direct the investment of all Plan assets. In carrying out these duties, the Board will retain an Investment Manager to assist in managing the assets of the Plan. The Investment Manager’s role is to provide guidance to the Pension Committee on matters pertaining to the investment of Plan assets including the creation of the Investment Policy, investment selection, monitoring the Plan’s performance and compliance with the Investment Policy. All decisions pertaining to the guidelines for the Investment Policy’s implementation will be made by the Pension Committee.

Duties and responsibilities are described in detail below.

Pension Committee

The Pension Committee will retain qualified Investment Manager to assist in the development and implementation of the Investment Policy and guidelines.

The Pension Committee will establish the Investment Policy of the Plan. This includes, but is not limited to; allocation between equity, fixed income, and alternative assets, selection of acceptable asset classes and investment performance expectations. The Pension Committee periodically will review the Investment Policy.

The Pension Committee will regularly review the investment performance of the Plan including the performance of the Investment Manager to assure the Investment Policy is being followed and progress is being made toward achieving the objectives.

Investment Manager

The Investment Manager retained by the Pension Committee will assist the Pension Committee in establishing the Investment Policy and guidelines contained in the Investment Policy.

The Investment Manager’s acknowledges its responsibilities as a fiduciary under Act 314 of 1965, as amended on the terms as set forth in the investment management agreement.

The Investment Manager will monitor asset allocation across and among asset classes. The Investment Manager will monitor investment performance of the Plan. Performance reports will be provided to the Pension Committee quarterly. The Investment Manager will report in a timely manner any substantive developments that may affect the management of Plan assets.

STATEMENT OF OBJECTIVES

Primary Plan Objective

The primary objective of the Plan is to provide a source of retirement income for its participants and beneficiaries. The financial objectives of the Plan have been established in conjunction with a comprehensive review of the current and projected financial requirements.

Plan Financial Objectives

The primary financial objective of the Plan will be to provide for an orderly accumulation of pension fund assets to meet future benefit payments. These objectives are based on a long-term investment horizon, so that interim fluctuations should be viewed with appropriate perspective.

STATEMENT OF INVESTMENT POLICY

Asset Allocation Targets

It will be the policy of the Plan to invest assets with an allocation as shown below:

<u>Asset Class</u>	<u>Permitted Ranges</u>
Equity	15% - 60%
Fixed Income	25% - 70%
Alternatives	0% - 20%

Adherence to Policy Targets and Rebalancing

The asset allocation established by this Investment Policy represents a long-term perspective. As such, rapid unanticipated market shifts or changes in economic conditions may cause the asset mix to fall outside of the policy range. These divergences should be of a short-term nature.

To ensure divergence from the target policy is within acceptable limits, rebalancing of assets may be necessary. Rebalancing procedures are authorized in accordance with the Investment Management Agreement and are implemented by the Investment Manager.

Rebalancing among funds will occur to ensure that the target asset allocation specified in this Investment Policy is maintained within acceptable ranges as determined by the Investment Manager. The Investment Manager will identify the amount of assets that must be reallocated in order to bring the Plan back into compliance with this Investment Policy and will issue the necessary instructions for the transfer of funds.

Liquidity

Adequate assets should be accessible on an annual basis to meet expected benefit payments.

Cash Equivalent Reserves

The investments selected by the Investment Manager in accordance with this Investment Policy may include a small portion of total assets in cash reserves when deemed appropriate.

Volatility

Consistent with the desire for adequate diversification, the Investment Policy is based on the assumption that the volatility of the combined equity investment will be similar to that of the market opportunity available to institutional investors with similar return objectives. The volatility of fixed income portfolios may be greater than the market during periods when the portfolio duration exceeds that of the market.

CONTROL PROCEDURES

Review of Assumptions

All major assumptions regarding number of participants, compensation, benefit levels and actuarial assumptions will be subject to an annual review by the Pension Committee. This review will focus on an analysis of major differences between the Plan's assumptions and actual experience.

Review of Investment Objectives

Investment performance will be reviewed annually to determine the continued feasibility of achieving the investment objectives and the appropriateness of the Investment Policy for achieving these objectives. In addition, the validity of the stated objective will be reviewed annually.

It is not expected that the Investment Policy will change frequently. In particular, short-term changes in the financial markets should not require an adjustment to the Investment Policy.

Review of Investment Manager and Investments

The Investment Manager will report on a quarterly basis to review the total Plan investment performance.

The Investment Manager will be responsible for keeping the Pension Committee advised of any material change in its key personnel, the investment strategy, or other pertinent information potentially affecting performance of all investments.

Performance reviews will focus on:

- Comparison of investment results to appropriate benchmarks, as well as market index returns in both equity and debt markets.
- Investment adherence to this Investment Policy and guidelines.
- Material changes in the investment organizations, such as in investment philosophy and key personnel, etc.

Performance Expectations

The Board has established an overall rate of return objective of 7.25% on an average annual basis over

any (5) five year period.

The most important performance expectation is the achievement of long-term investment results that are consistent with the Plan's Investment Policy. Implementation of the policy will be directed toward achieving this return and not toward maximizing return without regard to risk.

The Pension Committee recognizes that this real return objective may not be meaningful during some time periods. In order to ensure that investment opportunities available over a specific time period are fairly evaluated, comparative performance statistics (including benchmark indices) will be used to evaluate investment results.

ADOPTION OF INVESTMENT POLICY STATEMENT

The Huron-Clinton Metropolitan Authority Board of Commissioners has reviewed, approved and adopted this Investment Policy Statement, dated _____,

Board of Commissioners Chairman and Pension Committee Member:

Signature

Date

Signature

Date

Investment Policy Statement

Huron-Clinton Metropolitan Authority

**Retiree Health Care Benefits Plan
and Trust Agreement**

February 2015

INTRODUCTION

This document establishes the Investment Policy Statement (“Investment Policy”) for the Huron-Clinton Metropolitan Authority Retiree Health Care Plan and Trust Agreement (the “Plan”). The Board of Commissioners of the Huron-Clinton Metropolitan Authority (the “Board”) is responsible for managing the investment process of the Plan in a prudent manner with regard to preserving principal while providing reasonable returns.

The Board has arrived at this Investment Policy through careful study of the returns and risks associated with various investment strategies in relation to the current and projected liabilities of the Plan, after consulting with such outside Investment Manager (as defined below) as is deemed appropriate. This Investment Policy has been chosen as the most appropriate policy for achieving the objectives of the Plan which are described in the “Statement of Objectives” section of this document; however, the Board shall be free to deviate from this Investment Policy when it concludes that it is prudent and in the interest of the Plan to do so and may amend the Investment Policy at any time.

The Board has adopted a long-term investment horizon such that the chances and duration of investment losses are carefully weighed against the long term potential for appreciation of assets.

DUTIES AND RESPONSIBILITIES

The Board, guided by the recommendations of the Board of Trustees, assumes responsibility for establishing the investment policy that is to direct the investment of all Plan assets. In carrying out these duties, the Board has retained an Investment Manager to assist in managing the assets of the Plan. The Investment Manager’s role is to provide guidance to the Board of Trustees on matters pertaining to the investment of Plan assets including the creation of the Investment Policy, investment selection, monitoring the Plan’s performance and compliance with the Investment Policy. All decisions pertaining to the guidelines for the Investment Policy’s implementation will be made by the Board of Trustees

Duties and responsibilities are described in detail below.

Board of Trustees

The Board of Trustees will retain a qualified Investment Manager to assist in the development and implementation of the Investment Policy and guidelines.

The Board of Trustees will establish the Investment Policy of the Plan. This includes, but is not limited to; allocation between equity, fixed income, and alternative assets, selection of acceptable asset classes and investment performance expectations. The Board of Trustees periodically will review the Investment Policy.

The Board of Trustees will regularly review the investment performance of the Plan including the performance of the Investment Manager to assure the Investment Policy is being followed and progress is being made toward achieving the objectives.

Investment Manager

The Investment Manager retained by the Board of Trustees will assist the Board of Trustees in establishing the Investment Policy and guidelines contained in the Investment Policy.

The Investment Manager’s acknowledges its responsibilities as a fiduciary under Act 314 of 1965, as amended on the terms as set forth in the investment management agreement.

The Investment Manager will monitor asset allocation across and among asset classes. The Investment Manager will monitor investment performance of the Plan. Performance reports will be provided to the Board of Trustees quarterly. The Investment Manager will report in a timely manner any substantive developments that may affect the management of Plan assets.

STATEMENT OF OBJECTIVES

Primary Plan Objective

The primary objective of the Plan is to provide a source of retirement healthcare benefits for its participants and beneficiaries. The financial objectives of the Plan have been established in conjunction with a comprehensive review of the current and projected financial requirements.

Plan Financial Objectives

The primary financial objective of the Plan will be to provide for an orderly accumulation of retiree healthcare fund assets to meet future benefit payments. These objectives are based on a long-term investment horizon, so that interim fluctuations should be viewed with appropriate perspective.

STATEMENT OF INVESTMENT POLICY

Asset Allocation Targets

It will be the policy of the Plan to invest assets with an allocation as shown below:

<u>Asset Class</u>	<u>Permitted Ranges</u>
Equity	20% - 60%
Fixed Income	40% - 80%
Alternatives	0% - 20%

Adherence to Policy Targets and Rebalancing

The asset allocation established by this Investment Policy represents a long-term perspective. As such, rapid unanticipated market shifts or changes in economic conditions may cause the asset mix to fall outside of the policy range. These divergences should be of a short-term nature.

To ensure divergence from the target policy is within acceptable limits, rebalancing of assets may be necessary. Rebalancing procedures are authorized in accordance with the Investment Management Agreement and are implemented by the Investment Manager.

Rebalancing among funds will occur to ensure that the target asset allocation specified in this Investment Policy is maintained within acceptable ranges as determined by the Investment Manager. The Investment Manager will identify the amount of assets that must be reallocated in order to bring the Plan back into compliance with this Investment Policy and will issue the necessary instructions for the transfer of funds.

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Adequate assets should be accessible on an annual basis to meet expected benefit payments.

Cash Equivalent Reserves

The investments selected by the Investment Manager in accordance with this Investment Policy may include a small portion of total assets in cash reserves when deemed appropriate.

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CONTROL PROCEDURES

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time periods. In order to ensure that investment opportunities available over a specific time period are fairly evaluated, comparative performance statistics (including benchmark indices) will be used to evaluate investment results.

ADOPTION OF INVESTMENT POLICY STATEMENT

The Huron-Clinton Metropolitan Authority Board of Commissioners has reviewed, approved and adopted this Investment Policy Statement, dated _____,

Board of Commissioners Chairman and Board of Trustees Member:

Signature

Date

Signature

Date

HURON-CLINTON METROPARKS MONTHLY STATISTICS

January 2015

PARK	MONTHLY VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	16,743	13,011	14,391	16%
Wolcott Mill	1,485	798	1,000	49%
Stony Creek	15,733	15,120	16,571	-5%
Indian Springs	2,196	1,923	2,510	-13%
Kensington	31,049	26,075	30,923	0%
Huron Meadows	4,627	6,276	4,658	-1%
Hudson Mills	5,786	5,712	7,829	-26%
Lower Huron	11,444	8,895	11,272	2%
Willow	9,009	8,808	9,627	-6%
Oakwoods	1,953	1,633	2,178	-10%
Lake Erie	6,231	5,240	6,171	1%
Monthly TOTALS	106,256	93,491	107,129	-1%

MONTHLY TOLL REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 66,364	\$ 50,195	\$ 42,031	58%
\$ -	\$ -	\$ -	-
\$ 78,441	\$ 94,602	\$ 86,132	-9%
\$ 13,508	\$ 13,534	\$ 14,562	-7%
\$ 91,420	\$ 85,328	\$ 89,332	2%
\$ 11,634	\$ 15,278	\$ 9,293	25%
\$ 23,325	\$ 24,288	\$ 28,524	-18%
\$ 27,013	\$ 40,819	\$ 35,787	-25%
\$ 32,309	\$ 23,966	\$ 24,588	31%
\$ 344,014	\$ 348,010	\$ 330,248	4%

PARK	Y-T-D VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	16,743	13,011	14,391	16%
Wolcott Mill	1,485	798	1,000	49%
Stony Creek	15,733	15,120	16,571	-5%
Indian Springs	2,196	1,923	2,510	-13%
Kensington	31,049	26,075	30,923	0%
Huron Meadows	4,627	6,276	4,658	-1%
Hudson Mills	5,786	5,712	7,829	-26%
Lower Huron	11,444	8,895	11,272	2%
Willow	9,009	8,808	9,627	-6%
Oakwoods	1,953	1,633	2,178	-10%
Lake Erie	6,231	5,240	6,171	1%
Monthly TOTALS	106,256	93,491	107,129	-1%

Y-T-D TOLL REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 66,364	\$ 50,195	\$ 42,031	58%
\$ -	\$ -	\$ -	-
\$ 78,441	\$ 94,602	\$ 86,132	-9%
\$ 13,508	\$ 13,534	\$ 14,562	-7%
\$ 91,420	\$ 85,328	\$ 89,332	2%
\$ 11,634	\$ 15,278	\$ 9,293	25%
\$ 23,325	\$ 24,288	\$ 28,524	-18%
\$ 27,013	\$ 40,819	\$ 35,787	-25%
\$ 32,309	\$ 23,966	\$ 24,588	31%
\$ 344,014	\$ 348,010	\$ 330,248	4%

PARK	MONTHLY PARK REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	\$ 72,661	\$ 58,544	\$ 52,715	38%
Wolcott Mill	\$ 5,454	\$ 10,571	\$ 14,411	-62%
Stony Creek	\$ 92,414	\$ 117,137	\$ 106,007	-13%
Indian Springs	\$ 20,878	\$ 19,824	\$ 20,829	0%
Kensington	\$ 122,638	\$ 108,263	\$ 107,932	14%
Huron Meadows	\$ 22,727	\$ 25,441	\$ 16,146	41%
Hudson Mills	\$ 28,832	\$ 34,668	\$ 36,303	-21%
Lower Huron	\$ 30,593	\$ 44,769	\$ 39,637	-23%
Willow	\$ 11	\$ 1,001	\$ 683	-98%
Oakwoods	\$ 576	\$ 320	\$ 858	-33%
Lake Erie	\$ 36,622	\$ 25,894	\$ 26,639	37%
Y-T-D TOTALS	\$ 433,405	\$ 446,432	\$ 422,160	3%

Y-T-D PARK REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 72,661	\$ 58,544	\$ 52,715	38%
\$ 5,454	\$ 10,571	\$ 14,411	-62%
\$ 92,414	\$ 117,137	\$ 106,007	-13%
\$ 20,878	\$ 19,824	\$ 20,829	0%
\$ 122,638	\$ 108,263	\$ 107,932	14%
\$ 22,699	\$ 25,441	\$ 16,146	41%
\$ 28,832	\$ 34,668	\$ 36,303	-21%
\$ 30,593	\$ 44,769	\$ 39,637	-23%
\$ 11	\$ 1,001	\$ 683	-98%
\$ 576	\$ 320	\$ 858	-33%
\$ 36,622	\$ 25,894	\$ 26,639	37%
\$ 433,377	\$ 446,432	\$ 422,160	3%

District	Y-T-D Vehicle Entries by Management Unit			
	Current	Previous	Prev 3 Yr Avg	Change
Eastern	33,961	28,929	31,962	6%
Western	43,658	39,986	45,920	-5%
Southern	28,637	24,576	29,247	-2%

District	Y-T-D Total Revenue by Management Unit		
	Current	Previous	Prev 3 Yr Avg
Eastern	170,529	186,252	173,133
Western	195,046	188,196	181,210
Southern	67,802	71,984	67,817

GOLF THIS MONTH	MONTHLY ROUNDS			
	Current	Previous	Prev 3 Yr Avg	Change
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	-
L. Huron Par 3	0	0	0	-
Total Golf	0	0	0	-

MONTHLY REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ -	\$ -	\$ -	-
\$ 448	\$ 672	\$ 805	-44%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ 448	\$ 672	\$ 805	-44%
\$ -	\$ -	\$ 2	-
\$ -	\$ -	\$ -	-
\$ 448	\$ 672	\$ 807	-44%

GOLF Y-T-D	GOLF ROUNDS Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change
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	-
L. Huron Par 3	0	0	0	-
Total Golf	0	0	0	-

GOLF REVENUE Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change
\$ -	\$ -	\$ -	-
\$ 448	\$ 672	\$ 759	-41%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ 448	\$ 672	\$ 759	-41%
\$ -	\$ -	\$ 2	-
\$ -	\$ -	\$ -	-
\$ 448	\$ 672	\$ 761	-41%

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

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

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

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

PARK	Seasonal Activities this Month			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair				
Welsh Center	0	3	3	-
Shelters	0	0	0	-
Boat Launches	0	0	0	-
Marina	0	0	0	-
Mini-Golf	0	0	0	-
Wolcott				
Activity Center	5	4	4	36%
Stony Creek				
Disc Golf Daily	0	0	12	-
Disc Golf Annual	0	0	5	-
Total Disc Golf	0	0	16	-
Shelters	19	23	30	-36%
Boat Rental	0	0	0	-
Boat Launches	0	0	0	-
Indian Springs				
Shelters	5	0	1	650%
Event Room	80	110	37	116%
Kensington				
Disc Golf Daily	0	0	11	-
Disc Golf Annual	3	6	8	-64%
Total Disc Golf	3	6	20	-85%
Shelters	33	17	27	22%
Boat Rental	0	0	0	-
Huron Meadows				
Shelters	4	2	3	33%
Boat Rental	0	0	0	-
Hudson Mills				
Disc Golf Daily	105	35	146	-28%
Disc Golf Annual	16	11	25	-36%
Total Disc Golf	121	46	171	-29%
Shelters	7	7	6	11%
Canoe Rental	0	0	0	-
Lower Huron / Willow / Oakwoods				
Shelters	15	18	21	-27%
Lake Erie				
Shelters	7	4	7	5%
Boat Launches	47	23	80	-41%
Marina	0	0	0	-

Monthly Revenue			
Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair			
\$ 2,600	\$ -	\$ 1,383	88%
\$ 3,525	\$ 3,100	\$ 4,908	-28%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
Wolcott			
\$ 1,000	\$ 2,250	\$ 1,427	-30%
Stony Creek			
\$ -	\$ -	\$ 23	-
\$ -	\$ -	\$ 233	-
\$ -	\$ -	\$ 257	-
\$ 3,700	\$ 4,600	\$ 5,333	-31%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ 67	-
Indian Springs			
\$ 900	\$ -	\$ 117	671%
\$ 5,400	\$ 5,300	\$ 5,000	8%
Kensington			
\$ -	\$ -	\$ 23	-
\$ 150	\$ 280	\$ 399	-62%
\$ 150	\$ 280	\$ 422	-64%
\$ 7,350	\$ 5,650	\$ 5,560	32%
\$ -	\$ -	\$ -	-
Huron Meadows			
\$ 800	\$ 400	\$ 567	41%
\$ -	\$ -	\$ -	-
Hudson Mills			
\$ 315	\$ 70	\$ 291	8%
\$ 760	\$ 550	\$ 1,210	-37%
\$ 1,075	\$ 620	\$ 1,501	-28%
\$ 1,400	\$ 1,400	\$ 1,183	18%
\$ -	\$ -	\$ -	-
Lower Huron / Willow / Oakwoods			
\$ 3,550	\$ 3,950	\$ 3,830	-7%
Lake Erie			
\$ 1,600	\$ 1,200	\$ 1,433	12%
\$ -	\$ -	\$ -	-
\$ 56	\$ -	\$ 20	180%

PARK	Seasonal Activities Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair				
Welsh Center	0	3	3	-
Shelters	0	0	0	-
Boat Launches	0	0	0	-
Marina	0	0	0	-
Mini-Golf	0	0	0	-
Wolcott Mill				
Activity Center	5	4	4	36%
Stony Creek				
Disc Golf Daily	0	0	12	-
Disc Annual	0	0	5	-
Total Disc Golf	0	0	16	-
Shelters	19	23	30	-36%
Boat Rental	0	0	0	-
Boat Launches	0	0	0	-
Indian Springs				
Shelters	5	0	1	650%
Event Room	80	110	37	116%
Kensington				
Disc Golf Daily	0	0	11	-
Disc Annual	3	6	8	-64%
Total Disc Golf	3	6	20	-85%
Shelters	33	17	27	22%
Boat Rental	0	0	0	-
Huron Meadows				
Shelters	4	2	3	33%
Boat Rental	0	0	0	-
Hudson Mills				
Disc Golf Daily	105	35	146	-28%
Disc Annual	16	11	25	-36%
Total Disc Golf	121	46	171	-29%
Shelters	7	7	6	11%
Canoe Rental	0	0	0	-
Lower Huron / Willow / Oakwoods				
Shelters	15	18	21	-27%
Lake Erie				
Shelters	7	4	7	5%
Boat Launches	47	23	80	-41%
Marina	0	0	0	-

Seasonal Revenue Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair			
\$ 2,600	\$ -	\$ 1,383	88%
\$ 3,525	\$ 3,100	\$ 4,908	-28%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
Wolcott Mill			
\$ 1,000	\$ 2,250	\$ 1,427	-30%
Stony Creek			
\$ -	\$ -	\$ 23	-
\$ -	\$ -	\$ 233	-
\$ -	\$ -	\$ 257	-
\$ 3,700	\$ 4,600	\$ 5,333	-31%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ 67	-
Indian Springs			
\$ 900	\$ -	\$ 117	671%
\$ 5,400	\$ 5,300	\$ 5,000	8%
Kensington			
\$ -	\$ -	\$ 23	-
\$ 150	\$ 280	\$ 399	-62%
\$ 150	\$ 280	\$ 422	-64%
\$ 7,350	\$ 5,650	\$ 5,560	32%
\$ -	\$ -	\$ -	-
Huron Meadows			
\$ 800	\$ 400	\$ 567	41%
\$ -	\$ -	\$ -	-
Hudson Mills			
\$ 315	\$ 70	\$ 291	8%
\$ 760	\$ 550	\$ 1,210	-37%
\$ 1,075	\$ 620	\$ 1,501	-28%
\$ 1,400	\$ 1,400	\$ 1,183	18%
\$ -	\$ -	\$ -	-
Lower Huron / Willow / Oakwoods			
\$ 3,550	\$ 3,950	\$ 3,830	-7%
Lake Erie			
\$ 1,600	\$ 1,200	\$ 1,433	12%
\$ -	\$ -	\$ -	-
\$ 56	\$ -	\$ 20	180%

PARK	Winter Sports this Month			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair				
XC Skiers	16	20	7	129%
Ice Skaters	215	260	118	82%
Sledders	266	239	80	234%
Ice Fishermen	2,583	2,277	1,124	130%
Stony Creek				
XC Skiers	579	1,337	832	-30%
Ice Skaters	365	0	31	1065%
Sledders	1,125	1,852	1,487	-24%
Ice Fishermen	324	256	151	115%
Indian Springs				
XC Skiers	43	75	72	-41%
Sledders	107	0	0	-
Kensington				
XC Skiers	422	1,736	888	-52%
Ice Skaters	287	409	239	20%
Sledders	0	0	0	-
Ice Fishermen	89	1,178	435	-80%
Huron Meadows				
XC Skiers	2,293	3,405	2,268	1%
Ice Fishermen	15	182	61	-75%
Hudson Mills				
XC Skiers	345	1,180	541	-36%
Lower Huron				
Ice Skaters	512	82	134	283%
Willow				
XC Skiers	25	242	137	-82%
Ice Fishing	79	61	37	114%
Sledders	375	1,785	1,229	-69%
Lake Erie				
XC Skiers	47	20	11	327%
Sledders	140	102	62	127%
Fishing	0	0	0	-

Winter Sports Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change
16	20	7	129%
215	260	118	82%
266	239	80	234%
2,583	2,277	1,124	130%
579	1,337	832	-30%
365	0	31	1065%
1,125	1,852	1,487	-24%
324	256	151	115%
43	75	72	-41%
107	0	0	-
422	1,736	888	-52%
287	409	239	20%
0	0	0	-
89	1,178	435	-80%
2,293	3,405	2,268	1%
15	182	61	-75%
345	1,180	541	-36%
512	82	134	283%
25	242	137	-82%
79	61	37	114%
375	1,785	1,229	-69%
47	20	11	327%
140	102	62	127%
0	0	0	-

INTERPRETIVE FACILITIES								
PARK	Monthly Patrons Served				YTD Patrons Served			
	(total program participants and non-program visitors)				(total program participants and non-program visitors)			
	Current	Previous	Prev 3 Yr Avg	Change	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	2,798	2,538	3,093	-10%	2,798	2,538	3,093	-10%
Wolcott Mill	579	852	849	-32%	579	852	849	-32%
Wolcott Farm	51	819	831	-94%	51	819	831	-94%
Stony Creek	10,139	7,460	8,561	18%	10,139	7,460	8,561	18%
Indian Springs	3,139	3,318	3,311	-5%	3,139	3,318	3,311	-5%
Kens NC	11,212	7,575	12,312	-9%	11,212	7,575	12,312	-9%
Kens Farm	1,026	1,357	1,687	-39%	1,026	1,357	1,687	-39%
Mobile Center	1,681	951	1,236	36%	1,681	951	1,236	36%
Hudson Mills	2,868	3,316	2,899	-1%	2,868	3,316	2,899	-1%
Oakwoods	7,221	5,961	7,719	-6%	7,221	5,961	7,719	-6%
Lake Erie	2,230	8,477	6,950	-68%	2,230	8,477	6,950	-68%
Totals	42,944	42,624	49,448	-13%	42,944	42,624	49,448	-13%

PARK	Monthly Revenue			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	\$ 115	\$ 2,449	\$ 1,454	-92%
Wolcott Mill	\$ 113	\$ -	\$ 104	9%
Wolcott Farm	\$ 3,161	\$ 94	\$ 527	500%
Wagon Rides	\$ -	\$ -	\$ -	-
Livestock/Produce	\$ -	\$ 4,868	\$ 10,581	-
FARM TOTAL	\$ 3,161	\$ 4,962	\$ 11,107	-72%
Stony Creek	\$ 1,919	\$ 2,343	\$ 3,025	-37%
Indian Springs	\$ 1,047	\$ 990	\$ 1,140	-8%
Kens NC	\$ 3,084	\$ 633	\$ 622	396%
Kens Farm	\$ 2,514	\$ 2,293	\$ 1,797	40%
Wagon Rides	\$ 284	\$ 692	\$ 543	-48%
Livestock/Produce	\$ 944	\$ 15	\$ 103	814%
FARM TOTAL	\$ 3,742	\$ 3,000	\$ 2,443	53%
Mobile Center	\$ 3,118	\$ 1,261	\$ 1,337	133%
Hudson Mills	\$ 1,273	\$ 1,209	\$ 1,030	24%
Oakwoods	\$ 576	\$ 320	\$ 771	-25%
Lake Erie	\$ 2,288	\$ 167	\$ 190	1104%
Totals	\$ 20,436	\$ 17,334	\$ 23,224	-12%

YTD Revenue			
Current	Previous	Prev 3 Yr Avg	Change
\$ 115	\$ 2,449	\$ 1,454	-92%
\$ 113	\$ -	\$ 104	9%
\$ 3,161	\$ 94	\$ 527	500%
\$ -	\$ -	\$ -	-
\$ -	\$ 4,868	\$ 10,581	-
\$ 3,161	\$ 4,962	\$ 11,107	-72%
\$ 1,919	\$ 2,343	\$ 3,025	-37%
\$ 1,047	\$ 990	\$ 1,140	-8%
\$ 3,084	\$ 633	\$ 622	396%
\$ 2,514	\$ 2,293	\$ 1,797	40%
\$ 284	\$ 692	\$ 543	-48%
\$ 944	\$ 15	\$ 103	814%
\$ 3,742	\$ 3,000	\$ 2,443	53%
\$ 3,118	\$ 1,261	\$ 1,337	133%
\$ 1,273	\$ 1,209	\$ 1,030	24%
\$ 576	\$ 320	\$ 771	-25%
\$ 2,288	\$ 167	\$ 190	1104%
\$ 20,436	\$ 17,334	\$ 23,224	-12%

BREAKDOWN OF ATTENDANCE	ON-SITE Programs and Attendance			
	CURRENT YEAR		PREVIOUS YEAR	
	Programs	Attendance	Programs	Attendance
Lake St Clair	14	164	25	416
Wolcott Mill	-	-	-	-
Wolcott Farm	7	51	3	14
Stony Creek	30	1,040	25	669
Indian Springs	35	617	32	596
Kens NC	47	1,071	29	678
Kens Farm	8	147	21	234
Mobile Center				
Hudson Mills	7	343	9	408
Oakwoods	18	194	16	211
Lake Erie	17	1,397	60	1,297
Totals	183	5,024	220	4,523

OFF-SITE Programs and Attendance			
CURRENT YEAR		PREVIOUS YEAR	
Programs	Attendance	Programs	Attendance
-	-	6	49
-	-	-	-
-	-	7	340
4	252	15	1,168
2	92	-	-
1	40	-	-
-	-	-	-
49	1,681	37	951
1	25	-	-
4	226	2	107
3	174	8	2,285
64	2,490	75	4,900

BREAKDOWN OF ATTENDANCE	OTHER VISITORS (Non-programs)	
	Current	Previous
Lake St Clair	2,634	2,073
Wolcott Mill	579	852
Wolcott Farm	-	465
Stony Creek	8,847	5,623
Indian Springs	2,430	2,722
Kens NC	10,101	6,897
Kens Farm	879	1,123
Mobile Center		
Hudson Mills	2,500	2,500
Oakwoods	6,801	5,643
Lake Erie	659	4,895
Totals	35,430	32,793

"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.