

AGENDA  
BOARD OF COMMISSIONERS' MEETING  
HURON-CLINTON METROPOLITAN AUTHORITY  
10:30 A.M., E.S.T., THURSDAY, JANUARY 14, 2010  
ADMINISTRATIVE OFFICE

1. CHAIRMAN'S STATEMENT
2. Public Participation
3. Approval of Minutes
  - A. Public Budget Hearing – December 10, 2009
  - B. Regular Session – December 10, 2009
  - C. Closed Session– December 10, 2009
  - D. Special Meeting– January 4, 2010
4. Purchases (p. 1-10)
5. Reports:
  - A. Metro Beach Metropark
    1. Fall Boat Show Proposal (p. 11-19)
    2. Parkway Maintenance Agreement – Road Commission of Macomb County (p. 20-22)
    3. Hike-Bike Trail Maintenance Agreement – Clinton Township (p. 23-26)
    4. Report – Replace Fuel Storage Tank System, Park Service Area (p. 27-28)
    5. Report – Great Lakes Restoration Initiative Partnership (p. 29-30)
    6. MDNR Centralized Marina Reservation System Contract (p. 31-39)
  - B. Wolcott Mill Metropark
    1. Bids – House Demolition (p. 40)
    2. Report – Proposed Dam Removal Project (p. 41-42)
    3. Approval – Preliminary Revised Master Plan (p. 43)
  - C. Stony Creek Metropark
    1. Land Purchase Request - Macomb Sportsmen's Club (p. 44-49)
  - D. Kensington Metropark
    1. Letter of Support – Village of Milford, Skate Park Grant Application (p. 50-54)
  - E. Lake Erie Metropark
    1. Report – Restoration Project, Rouge River Oil Spill Grant Program (p. 55)
  - F. Administrative Office
    1. Medicare Part D Subsidy (p. 56)
    2. Report – 2009 Park User Counts (p. 57-60)
    3. 2010 Property/Casualty Insurance Coverages (p. 61-67)
    4. 2010 Liability Indemnification Resolution (p. 68-71)
    5. Donations (7) (p. 72)
    6. Revised 2010 Board of Commissioners' Meeting Schedule. (p. 73-74)
    7. 2010 BINZ Appropriation Adjustments (p. 75-76)
    8. Retiree Health Care Premium Cost Share (p. 77)
    9. Legislative Report (p. 78)
6. Director's Comments
7. Commissioners' Comments
8. Motion to Adjourn

The next regular meeting of the Board of Commissioners will be held on Thursday, February 11, 2010 at the Administrative Office.
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**HURON-CLINTON METROPOLITAN AUTHORITY****PURCHASING DEPARTMENT  
JANUARY 2010**

<b>COMPACTED WASTE – METRO BEACH METROPARK</b>	<b>1</b>
<b>GOLF CARTS, HURON MEADOWS METROPARK</b>	<b>2</b>
<b>GOLF COURSE HARDWARE, ALL METROPARKS</b>	<b>3</b>
<b>CROSS COUNTRY SKI EQUIPMENT, HUDSON MILLS AND HURON MEADOWS</b>	<b>4</b>
<b>POLICE SEDANS</b>	<b>5</b>
<b>POLICE SPORT UTILITY VEHICLES</b>	<b>6</b>
<b>RAFTS AND TUBES, LOWER HURON METROPARK</b>	<b>7</b>
<b>DUMP TRUCK, KENSINGTON METROPARK</b>	<b>8</b>
<b>EDC SERVICE AGREEMENT</b>	<b>9</b>

## TABULATION OF BIDS ITB-10-001

### Compacted Waste Disposal Metro Beach Metropark

Bids opened December 21, 2009

#### Scope of Work:

Pick up and removal of 42 yard container of compacted and 30 yard open container for the contract period February 1, 2010 through January 31, 2011

<u>Bidders</u>	<u>Amount</u>
METRO SANITATION, LLC	\$13,293.00
WASTE MANAGEMENT OF MI, INC.,	\$13,796.00
VEOLIA ES SOLID WASTE MIDWEST, LLC	\$13,825.00
STERLING SANITATION, INC.	\$14,300.00
DINVERNO GROUP, LLC	\$14,836.00
REPUBLIC SERVICES-ALLIED WASTE	\$18,337.00

**RECOMMENDATION:** Prepared by Food Service Administrator Janice Schlitters; Made by Purchasing Manager Michael and Staff: It is recommended that an award be made to Metro Sanitation, LLC on a unit price basis.

Invitation for bids were posted on the Michigan-Intergovernmental Trade Network and made available to 288 companies.

## TABULATION OF BIDS ITB-10-006

### GOLF CARTS

#### Huron Meadows Metropark

Bids opened at 2:00 P.M., Monday, January 4, 2010

#### Scope of Work:

Furnish, deliver, and provide support for 70 new 2010 electric golf carts. This specifications include guaranteed, capped maintenance costs.

<u>Bidders</u>	<u>City</u>	<u>Brand</u>	<u>Amount</u>
MIDWEST GOLF & TURF	Novi MI	Club Car DSEIQ	\$265,650.00
E-Z-GO TEXTRON	Augusta, GA		No Bid

**RECOMMENDATION:** Made by Purchasing Manager and Staff, Prepared by Buyer Ron Smith:  
Award be made to Midwest Golf & Turf.

**METHOD OF AWARD:** Based on the cost of 70 new carts plus the maximum cost of maintenance over a 5 year period for the 70 new carts.

#### Notes:

1) The above purchase price of vehicles does not include 6% State of Michigan use tax which is paid at time of purchase

INVITATION FOR BIDS WERE POSTED ON MICHIGAN INTER GOVERNMENTAL WEBSITE AND WERE SENT TO 31 REGISTERED SUPPLIERS.

Meeting of January 14, 2010



## TABULATION OF BIDS ITB-10-011

### GOLF COURSE HARDWARE All Metroparks

Bids opened at 11:00 A.M., Tuesday, January 5, 2010

#### Scope of Work:

Furnish, deliver, and provide Standard and Par Aide Golf Course Hardware. This bid includes delivery to the various Metroparks.

This bid has an estimated value of \$15,000.00 and is based on a percentage off the catalog price. The contract period is January 14, 2010 through December 1, 2010.

<u>Bidders</u>	<u>City</u>	<u>Amount</u>	
Turfgrass, Inc	Novi, MI	Standard Golf	24%
		Par Aide	24%
Harrell's LLC	New Hudson, MI	Standard	23%
		Par Aide	23%
Weingartz	Farmington Hills, MI	Standard	18%
		Par Aide	18%
Great Lakes Turf	Grand Rapids, MI	Standard	15%
		Par Aide	15%
Spartan Distributors, Inc.	Sparta, MI	Standard	20%
		Par Aide	No Bid

**RECOMMENDATION:** Made by Purchasing Manager and Staff, Prepared by Buyer Ron Smith:  
Award be made to Turfgrass, Inc. on a percentage discount basis.

**METHOD OF AWARD:** Based on total award.

#### Notes:

INVITATION FOR BIDS WERE POSTED ON MICHIGAN INTER GOVERNMENTAL WEBSITE AND WERE SENT TO 31 REGISTERED SUPPLIERS.

Meeting of January 14, 2010

## TABULATION OF BIDS ITB-10-010

### CROSS COUNTRY SKI EQUIPMENT Hudson Mills and Huron Meadows

Bids opened at 10:00 A.M., Tuesday, January 5, 2010

**Scope of Work:**

Furnish, deliver, and provide 100 sets of Cross Country Skis, Boots, Bindings (attached to skis), and Poles

<u>Bidders</u>	<u>City</u>	<u>Amount</u>
Fischer Sports/Swix Sports USA	Auburn, N.H.	\$14,974.00
Madalyn's Contracting LLC	Berkley, MI	\$32,000.00

**RECOMMENDATION:** Made by Purchasing Manager and Staff, Prepared by Buyer Ron Smith:  
Award be made to Fischer Sports/Swix Sports USA.

**METHOD OF AWARD:** Based on total award.

**Notes:**

INVITATION FOR BIDS WERE POSTED ON MICHIGAN INTER GOVERNMENTAL WEBSITE AND WERE SENT TO 9 REGISTERED SUPPLIERS.

Meeting of January 14, 2010

## TABULATION OF BIDS

### POLICE SEDANS

#### Police Department, All Locations

#### Scope of Work:

Furnish, deliver, and provide 5 Chrysler Police Sedans.

<u>Bidder</u>	<u>City</u>	<u>Amount</u>
Slingerland Chrysler-Dodge Macomb County Contract MY2010	Owosso, MI	\$21,056.43
Snethcamp Dodge State of Michigan Contract 071B82000116	Lansing, MI	\$21,498.50

**RECOMMENDATION:** Made by Purchasing Manager and Staff, Prepared by Buyer Ron Smith:  
Award be made to Slingerland Chrysler-Dodge per Macomb County Contract.

**METHOD OF AWARD:** Based on total award.

Meeting of January 14, 2010

## TABULATION OF BIDS

**Police SUV's  
Police Department**

**Scope of Work:** Furnish and Deliver Six (6) 2010 Ford Explorers XLT 4 X4 White with an additional 75,000/4 year Warranty.

<b><u>Bidder</u></b>	<b><u>City</u></b>	<b><u>Unit Cost</u></b>	<b><u>Amount</u></b>
Jorgensen Ford Sales State of Michigan Contract 071B8200150	Detroit, MI	\$ 23,939.00	\$ 143,634.00
Signature Auto Group Macomb County Bid #34-02	Owosso, MI	\$ 24,794.00	\$ 148,764.00

**RECOMMEDATION:** Prepared by Buyer, Maria van Rooijen. Made by Purchasing Manager Scott W. Michael and Staff. Award be made to Jorgensen Ford Sales.

## TABULATIONS OF BIDS ITB-10-007

### RAFTS AND TUBES

#### Lower Huron Metropark and Lake Erie Metropark

Bids opened at 2:00 P.M., Wednesday, December 30, 2009

#### Scope of Work:

Furnish and deliver rafts and tubes to be used at the Lake Erie Wave Pool and Lower Huron Turtle Cove. These products will be clear in color for safety purposes.

Bidder	City/State	Single Tube	Double Tube	Raft	TOTAL AMOUNT
<b>Quantity</b>		<b>950</b>	<b>100</b>	<b>750</b>	
Cryogenic Plastics, Inc.	Kyle, TX	\$11.88	\$17.21	\$10.21	\$20,664.50
Tube Pro	Waterloo, ONT.	\$12.27	\$18.92	\$11.67	\$22,301.00
Talbur & Assoc.	Kimmerling City, MO	\$11.91	\$18.86	\$12.92	\$22,890.50
Madalyn's Contracting LLC	Berkley, MI	\$15.50	\$21.00	\$14.50	\$27,700.00

**RECOMMENDATION:** Made by Purchasing Manager and Staff, prepared by Buyer Ron Smith: Total award be made to Cryogenic Plastic's, Inc.

**METHOD OF AWARD:** Based on low total per line item.

#### Notes:

INVITATIONS FOR BIDS WERE POSTED ON MICHIGAN INTER GOVERNMENTAL WEBSITE AND WERE SENT TO 22 REGISTERED VENDORS

Meeting of January 14, 2010

## TABULATION OF BIDS

### CITY OF ROCHESTER HILLS COOPERATIVE AGREEMENT

#### **Dump Truck with Snow Control Equipment Kensington Metropark Grounds Maintenance Department**

#### **Scope of Work:**

Furnish, deliver, and provide training and support for one new tandem axle dump truck equipped with snowplow, tailgate salt spreader, prewet equipment and underbody scraper. This truck will be used for snow plowing, de-icing parking lots and major park roads; road fill and grading, road repairs, and hauling materials to park job sites. This truck will replace HCMA unit no 14, a 1996 GMC single axle dump truck (replacement upgraded to a tandem axle) with approximately 57,000 miles. This unit will be transferred to Willow Metropark.

<u><b>Bidder</b></u>	<u><b>City</b></u>	<u><b>Amount</b></u>
<b>Tri – County International Trucks with Knapheide Truck Equipment (Equipment supplier)</b>	<b>Dearborn MI, 48126</b>	<b>\$ 84,120</b>
	<b>Flint, MI</b>	<b><u>\$ 75,556</u></b>
		<b><u>\$ 159,676</u></b>

**RECOMMENDATION:** Made by Purchasing Manager and Staff, Prepared by Purchasing Manager Michael: Award be made to the lowest responsive bidder Tri – County International Trucks, Inc. 5701 Wyoming Avenue, Dearborn MI, 48126 and Knapheide Truck Equipment of Flint, MI as the equipment supplier per the City of Rochester Hills invitation to bids as specified.

**METHOD OF AWARD:** Based on total award.

Notes:

- 1) We are at the point in the lifecycle of this older truck where the operating costs have begun to increase, and should be replaced before we incur additional significant repair costs.
- 2) The present unit is not suited for modern/updated snow control applications which will reduce the amount of salt used on roads.
- 3) USEPA is further tightening diesel engine emission standards for engines manufactured after 12/31/2009. The proposed truck will be built using engines manufactured in late 2009. Using 2009 engines (without selective catalytic reduction or enhanced EGR emission controls) will save the HCMA between \$8,000 - \$10,000. It is in the best interest of the HCMA to expedite the purchase of this truck to avoid missing the order point for 2009 manufactured engines.

INVITATIONS FOR BIDS WERE POSTED ON MICHIGAN INTER GOVERNMENTAL WEBSITE  
WITH 134 NOTIFIED AND 8 BIDS RECEIVED

Meeting of January 14, 2010

## REQUEST FOR EXTENSION OF CONTRACT

### **Maintenance Heating and Cooling System Environmental Discovery Center, Indian Springs Metropark**

#### **Scope of Work:**

Operating and Maintaining Environmental Discovery Center HVAC System for Twelve Months, April 1, 2010 through March 31, 2011 as per Letter of Quotation dated January 7, 2010. Operating & Maintenance services will also include quarterly preventative maintenance of HVAC systems at the Nature Center, Golf Course Maintenance and Golf Starter Building.

LIMBACH CO.

QUARTERLY AMOUNT	4,850.00 – 19,400.00
TERMS	Net 30 Days
SPECIFICATIONS	Okay

**RECOMMENDATION: Prepared by Buyer Ron Smith; Made by Purchasing Manager Michael and Staff:** Award be made to Limbach Company.

Limbach Co. is the current service contractor at the Indian Springs EDC building, having been retained by the Authority for a period beginning in July of 2006. Limbach Co. is the original mechanical subcontractor for the construction of the EDC building and is familiar with its operation. The geothermal heating and cooling system at the EDC, with its automated controls and specialized equipment, is relatively complex. Specialized services are necessary to supplement Park forces in assuring optimal and proper operation of the system.

Limbach Co.'s proposal includes provisions for instruction of Authority staff during service events, with the intent that staff will self-perform selected inspection and maintenance tasks in the future, thereby reducing costs under the service contract. Limbach Company has agreed to continue under the terms of the existing contract at their 2009 rates and has agreed to add other facilities as stated above.

**HURON CLINTON METROPOLITAN AUTHORITY**  
**Purchasing Department**

5-A-1

Recommendation of Award for BOAT SHOW at Metro Beach Metropark 2010, 2011 and 2012

Under the coordination of the Food Service Administrator, a solicitation was issued on November 23, 2009 for a Fall Boat Show at Metro Beach Metropark. The solicitation was advertised in Crain's Detroit Business, mailed to six companies and posted at the BidNet website.

Proposals were due on December 16, 2009. Only one proposal was received.

Michigan Boating Industries Association is a statewide organization with a membership of more than 300 marine businesses, including boat dealers, marinas, boatyards, retailers, wholesalers, manufacturers, service companies and supportive industries.

The Michigan Boating Industries Association has a long history of producing successful boat show events including The Detroit Boat Show at Cobo Center; the Spring Boating Expo and the Great Lakes Outdoor Recreation Expo.

The proposal received from MBIA is to create an event that uses a boat show as an anchor and will provide additional displays of outdoor recreation opportunities, to include fishing, hiking, biking and health and fitness. A proposed name for the event is Michigan Boating & Outdoor Recreation Festival.

MBIA proposes a five day event, Wednesday through Sunday each year for three years, with an option to renew for an additional three years within 60 days of the conclusion of the event in 2012.

Revenue to the Authority for the event to include:	MBIA PROPOSAL	PRIOR CONTRACT
Minimum Guarantee, annual	\$25,000.00	\$15,000.00
Gross Admission	50/50 share	33-1/3% \$0- \$45,000.00
Use of North Marina, if warranted	\$5,200.00	50% over \$45,000.00
Exhibit space sales fees	10%	5% \$0-\$165,000 10% over \$165,000.00
Performance Bond	\$5,000.00	\$4,000.00
Length of Show	5 Days	5 Days

**RECOMMENDATION:** Prepared by Food Service Administrator Jan Schlitters; Made by Director James Bresciami, Deputy Director David Moilanen and Staff: Award of RFP 09-006 be made to Michigan Boating Industries Association for three years based on the guaranteed amount and proposal percentages, with an option to renew for an additional three years at the sole discretion of the Authority under the same terms and conditions.



## PROPOSAL

### EVENT CONCEPT

The Michigan Boating Industries Association is seeking an opportunity to produce a boat show at Metro Beach Metropark. The purpose is to expose thousands of boating enthusiasts in the southeast Michigan market to boating products, services and boating opportunities as well as the Metroparks facilities. An in-water boat show produced at Metro Beach Metropark provides an opportunity to create an event that is more diverse than traditional boat shows held at in-door facilities and enhance attendees' enjoyment and fun. Transporting vessels via water is a cost-effective option to the costs related to trucking large craft to event locations.

The MBIA's Metro Beach Metropark event concept is to create an event that is more than a boat show. The boat show will serve as an anchor event for a more extensive series of special events and displays that include other outdoor recreation opportunities, as well as fun and entertaining activities for entire families. Other types of activities include hiking, biking, kayaking, canoeing, fishing, health and fitness as examples. Broadening the event focus would allow us to create more extensive exhibits and an event which will entice more people to attend. This will benefit exhibitors and also increase the public's exposure to Metro Beach Metropark. More attendance equals more potential for on-site and future sales opportunities and consumer park visitations.

Below is a proposed name for this event, for your consideration:

**Michigan Boating & Outdoor Recreation Festival**  
**Coming September 22<sup>nd</sup> ...The *New* In-Water & Outdoor Show at Metro Beach**

The event will attract boaters and will encourage a variety of outdoor minded individuals and families to attend and enjoy the diversity of exhibits, special events and activities, food, and park amenities.

### EVENT DURATION AND DATES

MBIA proposes a **five-day event** starting on Wednesday and continuing through Sunday. Proposed dates are as follows:

- September 22-26, 2010 (Date not to conflict with the North American Sail & Power Boat Show at Cedar Point, Sandusky, Ohio scheduled for September 15-19, 2010)
- September 21-25, 2011
- September 19-23 or 26-30, 2012 (whichever date is after the North American Sail & Power Boat Show at Cedar Point, Sandusky, Ohio)

### USE OF **SOUTH** MARINA, NORTH SHORE MARINA, **NORTH** MARINA AND SEAWALL **DOCKAGE**

It is the intent of the MBIA to utilize the South Marina location, upland property and seawall as the starting location of land and water exhibit sales. As exhibit sales progress, we would expand exhibits to the North Shore Marina followed by the North Marina location including upland adjacent property. Depending on exhibit results, we will promote unused slips outside of the show's dedicated use area to various clubs as well as dealers to plan rendezvous to Metro Beach, encouraging boaters to visit during the festival and fill remaining wells.

### **EXPANSION INTO NORTH MARINA**

In addition to admissions and exhibit space sales income share, as outlined below, the MBIA would also pay an additional \$5,200 to utilize the North Marina floating docks, if the show expands and demand for space warrants its use.

### CONTRACT LENGTH

Three-year period from 2010 through 2012; the MBIA is interested in a long-term relationship and, therefore, proposes that the successive three-year contract be executed within 60 days after the conclusion of the third-year event.

### MINIMUM GUARANTEE

The MBIA offers a \$25,000 minimum guarantee and a \$5,000 performance bond to be paid to the Authority 30-days in advance of each year's event.

### GROSS ADMISSIONS

The MBIA will share equally (50/50) in gross admission income received. MBIA agrees that both the Authority and MBIA should mutually agree on ticket prices, discount coupons and complementary ticket options, if any.

**EXHIBIT SPACE SALES**

The MBIA will pay the Authority ten percent of land and water exhibit space fees received by MBIA from exhibiting companies to include land, tents and in-water displays. Payment of the Authority's commission on gross admissions and exhibit space sales will be provided by MBIA within 45 days of the end of the show, less the advance deposit minimum guarantee. The Authority shall have the right to audit the MBIA's books and records regarding the event during and after the show and accounting procedures will be subject to approval by the Authority. Audited financial statements will be provided by certified public accountants by December 31<sup>st</sup> of each year the show is held.

**IN DEPTH AND DETAILED MARKETING / ADVERTISING PLAN** The Michigan Boating Industries Association has developed both in-house marketing and advertising expertise as well as external relationships to assure the most effective use of marketing and advertising dollars.

Nicki Polan, director of communications, has worked for the Association for 22-years and has directed marketing, public relations and advertising for the shows, events and Association programs. In addition to her experience, knowledge and advance degree, she has developed relationships with key media representatives, other show marketers and cutting edge marketing service providers.

For the past three years, the MBIA has hired Adstrategies from Easton, Md., a full-service advertising agency to develop ad design and media plans, including evaluation and negotiation of media buys. They also help sell sponsorships and develop special events for MBIA shows. Adstrategies has extensive boat show and other consumer show experience both in Michigan and across the country. (See

<http://adstrategies.com/company.html>)

MBIA's advertising budget will be dependent on exhibitor support and estimates on admission revenue; however, as an example, in 2009 the MBIA spent \$220,373 on advertising the Detroit Boat Show and \$130,000 for the Spring Boating Expo. These campaigns came with detailed reporting for earned impressions, gross rating points, reach and frequency. Conservative estimates show the Detroit Boat Show media buy and earned media combined generated more than 50 million impressions.

## Advertising the event to consumers:

MBIA is recognized as a strong promoter and has a proven track record of generating effective media campaigns for its events.

**Broadcast advertising** budgets for MSIA shows are set at appropriate levels to include television, radio, print and outdoor advertising whenever possible.

**Online advertising** will include display ads, geo-targeted paid search and intercept marketing (pay-per-click).

**Social media** promotions for MBIA shows include a social media push using Facebook and Twitter.

**E-mail campaigns** will be generated to our 10,000 opt-in boater list as well as to quality purchased lists.

**Relationship marketing** - The Association has a relationship with various boating clubs and organizations, which will enhance our marketing to member organizations. Also, as the Boaters' Association of Michigan continues to expand, the Association will market its shows to its membership.

**Exhibitor Promotion** - With the extensive number of MBIA members in the Southeast region, we will encourage and provide tools to facilitate extensive pre-show marketing by our exhibitors and members to their client lists.

## Target Market:

Media plans typically use paid advertising to target southeast Michigan, northern Ohio and Canada. Trade advertising extends further out. MBIA show advertising targets quality demographics and survey results show MBIA events bring in quality attendees.

- A minimum of 19 percent of families visiting MBIA Boat Shows have household incomes over \$150,000; 44 percent of the families visiting MBIA Boat Shows have household incomes over \$100,000; 61 percent have household incomes over \$75,000; 73 percent over \$50,000 (2007 MSU Survey).
- MSU survey results for 2007 attendees show more than 49 percent owned one boat, 33 percent owned two, and 18 percent owned 3 or more.
- 75 percent of the MBIA Boat Show attendees are at the prime market age of 25-54.

### **Public Relations:**

The show's advertising campaign will be supported by an extensive public relations campaign to include a complete media kit (mailed and available online), high resolution images, exhibitor specific press releases, on-air interviews and media visits to the show. Electronic public relations efforts will utilize the Internet to further generate media coverage for the show.

### **Special Promotions:**

Creative promotions and special events held at our events serve to draw more attendance and media attention. Some examples include:

- Seminars to inform and educate attendees and to generate increased attendance
- Free boat rides (demos) by selected exhibitors from Metropark during the event to stimulate interest in boating and encourage on-site purchasing from exhibitors
- Hands-on, interactive learning exhibits
- Featured theme boats, rides, contests
- Triathlon, virtual fishing and ski machines
- Music, entertainment, kids programs, etc.

### **Sponsorships:**

MBIA has relationships with high level sponsors like GM, Nissan, Allstate, ACE Marine Insurance, Big Boy, Geico, as well as smaller local businesses looking to reach the boating market in Michigan. MBIA's sponsorship packages deliver a quality audience at a quality event. In addition to compensation, the MBIA secures promotional support from participating sponsors to help market the event.

### **Marketing the event to exhibitors:**

The Michigan Boating Industries Association is a membership non-profit Association made up of a significant number of exhibitors who have, in the past, exhibited at previous boat show events held at Metro Beach Metropark. These exhibitors recognize the MBIA's capabilities of producing an exciting and beneficial event. The Association will market aggressively to sell exhibit space to its membership. Additionally, the MBIA has prospect lists developed over the years that include exhibiting prospects from all aspects of the boating industry. Neil Williams, MBIA's Director of Sales, has more than 22 years boating industry experience as well as strong relationships throughout the industry, including retailers and boat manufacturers.

### **MINIMUM GUARANTEE OF NUMBER OF VENDORS, EXHIBITORS AND BOATS**

It is difficult to estimate or guarantee the number of vendors, exhibitors and boats that will be participating in the **Michigan Boating & Outdoor Recreation** Festival at Metro Beach as a result of current economic conditions and the decline in recent years of the number of exhibitors that participated in previous boat shows at the park. MBIA is confident the Association will have strong support from its member base. Not only those members who have exhibited at Metro Beach in the past, but also members who will now place a greater value to the show with the MBIA as its promoter.

A survey of our members indicated the reason exhibitors left the Metro Beach boat show over the past three years was more as a response to inadequate promotion than a result of the declining economy. Exhibitor participation will increase based on exhibitors' knowledge of, and their past experiences with, the MBIA - knowing MBIA will invest marketing, promotion, public relations and advertising that an event of this magnitude requires to properly penetrate the marketing area.

The Association is owned by its members and, therefore, exhibitors (the majority being our members) feel they have a vested interest in the success of an Association event. Some members have, for a number of years, suggested the Association look to expand into additional boat shows and other geographic locations as well as produce in-water boat shows. The Association and its members are committed to put forth the effort and resources needed to produce a new, fresh and exciting event worthy of the reputations gained over time by both Metro Beach Metropark and the Michigan Boating Industries Association.

## Summary Statement

There are advantages to the Huron - Clinton Metropolitan Authority if partnering with the Michigan Boating Industries Association to undertake the production of the

### **Michigan Boating & Outdoor Recreation Festival Coming September 22<sup>nd</sup>...The New In-Water & Outdoor Show at Metro Beach**

#### **To highlight the proposed enhancements:**

- Being produced by the MBIA means profits from the show are used by the Association for the benefit of the recreational boating industry
- Support from the MBIA membership in Southeast Michigan
- Buy-in exhibit base, many of whom are MBIA members
- Appropriate investment in an effective advertising and promotion plan to market the event to both potential exhibitors and the public
- More than a boat show, an expansion of types of exhibits and the creation of a fun-filled and educational experience for a diverse audience - groups, individuals and families
- Corporate support of Association events through sponsorships
- Extensive experience and successful track record in boat show production by the Association staff, member volunteers and our contracted advertising firm
- A long-term commitment to success
- Political relationships and the knowledge of how to work in the government relations arena
- A reputable and financially stable Association

The Board, membership and staff of the Michigan Boating Industries Association appreciates the opportunity to submit this proposal.

Respectfully submitted on behalf of the Michigan Boating Industries Association by:



Van W. Snide ,  
President

December 15, 2009

Michigan Boating Industries Association  
32398 Five Mile Road, Livonia, MI 48154

P: 734.261.0123; F: 734.261.0880; E: [boahnichigan@mbia.org](mailto:boahnichigan@mbia.org); W: [www.mbia.org](http://www.mbia.org)

**OFFER AND ACCEPTANCE FORM****TO THE HURON-CLINTON METROPOLITAN AUTHORITY:**

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

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

We acknowledge receipt of the following addendum(s):

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

MICHIGAN BOATING INDUSTRIES ASSN.

Company Name

32398 Five Mile Road

Address

Livonia Michigan 48154



Printed Name

President Title

*For clarification of this offer, contact:*

Name: Ilan W \_\_\_\_\_, Tr \_\_\_\_\_

Phone: 734,261.0123 Ext. 205

Fax: 734-261-0880

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**ACCEPTANCE OF OFFER:**

The Offer is hereby accepted.

The Bidder is now bound to sell the materials or services listed by the attached Contract and based upon the Invitation for Bid, including all *terms*, conditions, specification, amendments, etc. *and the Bidder's Offer as accepted by the Huron-Clinton Metropolitan Authority.*

This Contract shall henceforth be referred to as Contract No. \_\_\_\_\_. The Bidder has been cautioned not to commence any billable work or to provide any material or service under this Contract until Bidder receives purchase order and/or a notice to proceed from the Huron-Clinton Metropolitan Authority Purchasing Manager.

**COUNTERSIGNED:**

\_\_\_\_\_



DATE: JANUARY 7, 2010  
TO: JIM BRESCIAMI  
FROM: DAVID MOILANEN  
RE: MACOMB COUNTY ROAD COMMISSION METROPOLITAN  
MAINTENANCE AGREEMENT

The Authority would like to enter into a maintenance contract agreement with the Board of County Road Commissioners of Macomb County to maintain grass and weed control on Metropolitan Parkway from Jefferson to Schoenherr roads.

The agreement would be in effect through September 30, 2010. Macomb County Road Commission will pay HCMA \$41,275.60 for grass and weed control services.

**RECOMMENDATION:**

**Prepared by Deputy Director Moilanen and made by staff.**

**That the Board of Commissioners approve the Maintenance Agreement with the Board of County Road Commissioners of Macomb County for the maintenance of Metropolitan Parkway for the period of October, 1, 2009 through September 30, 2010.**

**David C. Moilanen  
Deputy Director**

## MUNICIPAL MAINTENANCE CONTRACT AGREEMENT

This CONTRACT made this 3<sup>rd</sup> day of December, 2009  
(Day) (Month) (Year)  
 between the BOARD OF COUNTY ROAD COMMISSIONERS OF MACOMB  
 COUNTY (hereinafter referred to as "BOARD"), and the HURON-CLINTON  
 METROPOLITAN AUTHORITY (hereinafter referred to as "HCMA"), and serves as an  
 Agreement for the fiscal year beginning October 1, 2009 and ending September 30,  
 2010.

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

WHEREAS, it is declared that the work to be performed under this Agreement is  
 a governmental function and it is the intent of the parties that the HCMA shall perform  
 the work 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 HCMA as to what services it feels is necessary and proper  
 weed and grass control along Macomb County primary road; and the CITY'S corporate  
 limits; and

WHEREAS, the parties further declare that the contractual undertaking of the  
 HCMA pursuant to this Agreement, confers contractual rights only on the BOARD and

HCMA and does not confer third party beneficiary or other contractual rights in any other person to recover damages to person or property from the BOARD or HCMA; and

WHEREAS, the parties agree the HCMA shall maintain automobile liability insurance in the compliance with the No-Fault Automobile Insurance Laws of the State of Michigan for motor vehicles used by the HCMA for work performed under this Agreement; and

WHEREAS; during the duration of the Agreement, the parties agree the BOARD does not assume any liability resulting from the negligent actions or negligent operation of any motor vehicles, by any officer, agent or employee of the HCMA in connection with the performance of services under this Agreement; and

FURTHER, in consideration of the promises and acknowledgments of the parties hereto, the BOARD agrees to pay the HCMA the amount of \$41,275.60 for grass and weed control for said services performed by the HCMA during the fiscal year and in accordance with the above terms and conditions.

EXECUTED: December 3, 2009  
(Month and Day) (Year)

**HURON-CLINTON  
METROPOLITAN AUTHORITY**

Harry E. Lester, Chairman

Gregory J. Almas, Secretary

**BOARD OF COUNTY ROAD  
COMMISSIONERS OF MACOMB COUNTY**

Fran Gillett  
Fran Gillett, Chairman

  
Dan G. Dirks, Vice Chairman

Lawrence H. H. H. H.

DATE: JANUARY 7, 2010  
TO: JIM BRESCIAMI  
FROM: DAVID MOILANEN  
RE: PATHWAY MAINTENANCE AGREEMENT – CLINTON TOWNSHIP

Charter Township of Clinton is requesting approval of the 2009-2010 Pathway Maintenance Agreement for snow plowing, grass cutting on path margins and sweeping of the hike/bike path located in Clinton Township. The proposed agreement is attached.

The 2009-2010 agreement would be in effect through October 31, 2010, and would provide the above mentioned services at a 6% increase in full-time wages over last year's agreement.

**RECOMMENDATION:**

**Prepared by Deputy Director Moilanen and made by staff.**

**That the Board of Commissioners approve the Pathway Maintenance Agreement with the Charter Township of Clinton for the year November 1, 2009-October 31, 2010.**

**David C. Moilanen  
Deputy Director**

# **PATH MAINTENANCE AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Charter Township of Clinton (the "Township") whose address is 40700 Romeo Plank Road, Mount Clemens, Michigan 48038 and the Huron-Clinton Metropolitan Authority (the "Authority") whose address is 13000 High Ridge Drive, Brighton, Michigan 48116.

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

**WHEREAS**, the Authority owns, operates and maintains Metro Beach Metropark (the "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 on 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. During the term of this Agreement, the Authority agrees to provide the following maintenance services (the "Services") on the Path:
  - a. snow plowing,
  - b. grass cutting on Path margins, and
  - c. sweeping.

The Services do not include, and the 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. The Township agrees to maintain the insurance coverages described below and to indemnify and hold harmless the Authority, its Commissioners, officers, agents and employees against any and all claims, suits, losses, damage or injury to persons or property of whatever kind or nature, whether direct or indirect, arising out of or in connection with performance of the Services or otherwise in connection with this agreement. The Township shall procure at its own expense Comprehensive General Liability Insurance coverage, including personal injury liability and property damage liability coverage, together with Broad Form Contractual Insurance coverage sufficient to protect the Township and the Authority, its Commissioners, officers, agents and employees from any claims for damage to property and for personal injuries which may arise in connection with performance of the Services or otherwise in connection with this Agreement. A Certificate or Certificates of Insurance describing the coverages required hereunder must be furnished the Authority by the Township showing all premiums paid prior to the provision of any Services by the Authority. The Certificate of Insurance must name the Authority as an "Additional Insured" in relation to the maintenance of the Path. The insurance policy or policies shall contain an endorsement providing for furnishing the Authority thirty (30) days' written notice prior to any material change, termination or cancellation of the insurance policy or policies. The Township shall provide Comprehensive General Liability insurance with the following limits of liability:

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

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

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

3. This Agreement shall become effective upon execution by the duly authorized agents of the parties, and shall remain in effect from November 1, 2009 through October 31, 2010 unless and until thirty (30) days after either party shall notify the other party in writing of its election to terminate.

4. It is further agreed that the Township will reimburse the Authority for the

services listed below against the Authority's invoice for the period beginning the first day of November, 2009 and ending the last day of October, 2010 at the following rates:

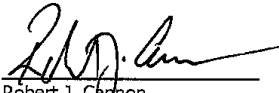
1. Full-Time employee grass cutting and snow plowing wages  
@ \$50.42 per hour.
2. Seasonal employee grass cutting and sweeping  
@ \$12.32 per hour/\$18.48/O.T.
3. Equipment wages @ \$85.00 per 8-hour period.
4. Salt prorated at \$36.65 per ton.

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

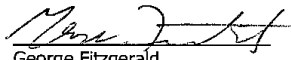
HURON-CLINTON METROPOLITAN AUTHORITY

CHARTER TOWNSHIP OF CLINTON

BY: \_\_\_\_\_  
Harry E. Lester  
Chairman

BY:   
Robert J. Cannon  
Clinton Twp. Supervisor

\_\_\_\_\_  
Gregory J. Almas  
Secretary

  
George Fitzgerald  
Clinton Twp. Clerk

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

## **PROJECT REPORT**

### **Replace Underground Fuel Storage Tank System Park Service Area Metro Beach Metropark Macomb County, MI**

The Service Area at Metro Beach Metropark is equipped with an underground storage tank (UST) system for storing and dispensing motor fuels. This system, constructed in 1990, consists of one 5,000 gallon UST divided into one 4,000 gallon compartment for unleaded gasoline and one 1,000 gallon compartment for diesel. The tank is double-walled composite type, with a steel primary tank for product storage which is encased by a fiberglass-reinforced plastic (FRP) secondary containment vessel. An interstitial space of a fraction of an inch exists between the steel and FRP. The purpose of this space is for containment of potential fuel leaks into the environment.

Last December the interstitial space of the tank was discovered to be nearly full of product, indicating that a leak exists in the primary inner tank. There is no evidence of fuel escaping the containment vessel and entering the groundwater at this time. With the discovery of the leak, the Michigan Department of Environmental Quality (MDEQ) was notified as required by law, and the MDEQ issued a notice of violation to the Authority. The tank was then emptied of fuel, which was placed in temporary above ground storage tanks (ASTs).

To confirm the leak, the tank was pressure-tested and the test concluded that a leak is highly likely to exist, albeit a small one at this time. A second test using a different test method was performed which could neither confirm or disprove the leak, and therefore was not conclusive. No other test methods are available. Based on these tests, the age of the tank and the existence of product in the interstitial space, we believe there is a leak in the primary tank. We recommend that the tank be replaced with a new AST due to the potential risk of environmental contamination. Because the leak was discovered after the 2010 Budget was finalized, no funds have been allocated toward this proposed project.

The scope of this project is similar to the UST replacement project in Kensington Metropark, approved by the Board of Commissioners on November 12, 2009. Based on our recent experience with our aging USTs, we will also recommend in future budgets that a prioritized, multi-year program be undertaken to remove our existing, aging UST systems and replace them with above ground storage tanks.

In order to replace the existing UST system with a new AST system at the Metro Beach Service area, it is estimated that the following work will be necessary.



Replace Underground Fuel Storage Tank System  
 January 14, 2010  
 Page 2

Site prep for temporary AST; electrical, trenching, demolition	\$ 8,000
Provide new 5,000 gallon AST	40,000
Construct concrete pad	14,000
Electrical service, dispensers, installation	8,000
Remove existing USTs, restore site, environmental assessment	<u>20,000</u>
Total	\$90,000

It is proposed that a Work Order in this amount be written. Any individual procurements exceeding \$10,000 will be brought to the Board of Commissioners for approval at a later date.

**Recommendation:** Prepared by Chief Engineer Arens and made by Staff:

It is recommended that the Board of Commissioners authorize Staff to proceed with this project.

If this project is approved, an appropriation from the Reserve for Future Contingencies account in the amount of \$90,000 will be necessary.

Meeting of January 14, 2010

## STATUS UPDATE

### Great Lakes Restoration Initiative Partnership

In February 2009, the President and the U.S. Environmental Protection Agency (EPA), in conjunction with 15 other federal agencies, made restoring the Great Lakes a national priority. On November 23 of 2009, the EPA sent out Request for Proposals for the Great Lakes Restoration Initiative. This Request For Proposals (RFP) solicits proposals from State pollution control agencies, interstate agencies, Tribes, colleges, universities, and other public or non-profit private agencies, institutions, and organizations for grants to address the most significant Great Lakes ecosystem problems and efforts in five major focus areas. Approximately \$120 million of the \$475 million Great Lakes Restoration Initiative is expected to be awarded under this RFP. The five focus areas are:

- Toxic Substances and Areas of Concern, including pollution prevention and cleanup of the most polluted areas in the Great Lakes.
- Invasive Species, including efforts to institute a “zero tolerance policy” toward new invasions.
- Nearshore Health and Nonpoint Source Pollution, including a targeted geographic focus on high priority watersheds and reducing polluted runoff from urban, suburban and, agricultural sources.
- Habitat and Wildlife Protection and Restoration, including bringing wetlands and other habitat back to life, and the first-ever comprehensive assessment of the entire 530,000 acres of Great Lakes coastal wetlands for the purpose of strategically targeting restoration and protection efforts in a science-based manner.
- Accountability, Education, Monitoring, Evaluation, Communication and Partnerships, including the implementation of goal- and results-based accountability measures, learning initiatives, outreach and strategic partnerships.

The Metroparks is partnering with multiple organizations and institutions in preparing grant applications in several of the 35 sub-categories within the RFP. Partners include Wayne State University, Michigan State University, Lake Superior State University, University of Michigan, NOAA, Macomb County, The Stewardship Network (which proposal includes 5 land conservancies, 5 park systems and 7 Native American Tribal properties in 3 states), Clinton River Watershed Council, and Six Rivers Land Conservancy.





Projects for the grant submittals will focus on beach monitoring and near shore water impairments, a component of which would include the rehabilitation of the Metroparks 53' trailer recently donated from the Department of Defense, into a mobile water quality education and testing facility, the implementation of storm water Best Management Practices at the Metro Beach parking lot and habitat restoration and invasive species control and monitoring within the coastal wetlands of Metro Beach and Lake Erie Metroparks. Grant proposals for the GLRI are due January 29, 2010.

We are also preparing several match grant pre-proposals through the U.S. Fish and Wildlife Service and the National Fish and Wildlife Foundation for habitat restoration projects at Willow, Lake Erie, Stony Creek and Wolcott Mill Metroparks, which are all due mid February of this year.

#### **RECOMMENDATION:**

Prepared by Paul Muelle, Chief of Natural Resources and made by Staff,

It is recommended that the Board of Commissioners receive and file this report and authorize a letter of support be written for the various grant applications.

DATE: 1/7/10  
TO: JIM BRESCIAMI  
FROM: DAVID MOILANEN  
RE: CONTRACT WITH MDNR REGARDING PAYMENT PROCEDURES  
USING MDNR's CENTRALIZED RESERVATION SYSTEM AT  
METRO BEACH

Among the conditions that the HCMA agreed to when it accepted the grant for the reconstruction and repair of the south marina at Metro Beach Metropark from the Michigan State Waterways Commission, is the obligation to use the Michigan Centralized Reservation System at the marinas of Metro Beach Metropark. This is the system used by the MDNR at marinas around the state. The primary intent of the system is to provide the boating public a system for making reservations for a slip in advance of arrival to the desired marina.

The attached contract outlines the policies, procedures and fee structure that HCMA and MDNR agree to follow with regard to reservations of marina slips at Metro Beach. This contract would be in effect when the reconstructed south marina re-opens for use through October 31, 2016.

**RECOMMENDATION:**

Prepared by Deputy Director Moilanen and made by staff.

That the Board of Commissioners approve HCMA entering into this contract with the MDNR, which describes the Michigan Centralized Reservation System's process for the reservation of and payment for boat slips at the marinas of Metro Beach.

## CONTRACT

Between the  
Michigan Department of Natural Resources  
Parks and Recreation Division  
and the  
Huron-Clinton Metropolitan Authority  
Regarding the  
Payments to the Community for Transient Boat Slip Revenue Collected by a  
Centralized Reservation System

### I. Purpose

The purpose of this Contract is to document the understanding between the Michigan Department of Natural Resources (MDNR), Parks and Recreation Division (PRD) and Huron-Clinton Metropolitan Authority, hereafter known as the Community, regarding the Payments to the Community for Transient Boat Slip Revenue Collected by a Centralized Reservation System at Metro Beach South Marina.

### II. Statutory Considerations

The Natural Resources and Environmental Protection Act (the NREPA, 1994 PA 451, as amended: MCL 324.101 et seq) reestablished Michigan's system of waterways. In section 78105 of the NREPA (MCL 324.78105), the Legislature found and declared that the duty of the Department was to acquire, construct, and maintain harbors, channels, and facilities for vessels in the navigable waters lying within the boundaries of the state of Michigan. Section 78105 of the NEPRA further indicates that the department, in implementing its responsibilities under the NREPA, may enter into contracts and other necessary agreements.

### III. Reservation System Operation

To better serve the boating public a system whereby a boater can make a reservation for a slip in advance of their arrival has been instituted.

The Central Reservation System (CRS) is designed to mirror the policies, procedures and dynamics of the existing boat slip registration/harbor management process wherever possible.

The purpose of this program is to provide a user-friendly boat slip reservation system with easy access through multiple sales channels (harbor, call center, Internet). This should be accomplished with as little change to the existing harbor policies/procedures or CRS structure as possible.

1. Reservations for boat slips are all processed through a single, Toll Free number. Changes to those reservations are processed through that same number. Reservations will be processed by the CRS call center between the hours of 8:00 AM and 8:00 PM, Monday through Friday and 9:00 AM to 5:00 PM on Saturdays and Sundays. All hours are Eastern Standard/Daylight Savings Time
2. The Toll Free number to call when making reservations for slips is 1-800-44PARKS (447-2757). This number is accessible from anywhere in North America.
3. Reservations will be made available on the Internet 7x24x365 at [www.michigan.gov/dnr](http://www.michigan.gov/dnr). Only DNR-approved credit cards may be utilized for payment of Internet reservations (currently Visa, MasterCard, and Discover).
4. Reservations will be made slip-standard in the system. To make the most efficient use of the slip space available slip assignment will be made by the Harbormaster, or harbor staff person, on the day of arrival.
5. The number of slips and the configuration of that reservable quantity (by slip size) will be determined by the Harbormaster as approved by PRD.
6. Reservations will be accepted up to six(6) months (to the date) in advance of the arrival date.
7. Payment must be made in full when placing a reservation. Visa, MasterCard, and Discover, check or money order may be used. NOTE: If paying by check or money order, the boater must call the reservation center at least fifteen(15) days in advance of their arrival date. The boater must then immediately mail the check in to the reservation center. If the reservation center has not received the check within ten(10) calendar days of the date the reservation was made, the reservation will be cancelled. Checks must be payable to "State of Michigan" and mailed to:

Michigan Central Reservation System  
**P.O. Box 450,**  
 Cumberland, **MD 21501-0450**

8. There will be no pay-upon-arrival reservations placed
9. Users of the CRS will be charged a Non-Refundable Fee of \$8 to place a reservation.
10. All system users will receive a postcard of confirmation of their reservation as long as the reservation was placed at least ten(10) days in advance. Reservations placed through the Internet will receive confirmation information via e-mail.
11. Confirmed reservations will be held until 5:00 PM on the date of arrival. If a boater will be arriving after 5:00 PM, the boater must contact the Harbormaster to notify staff of late arrival.

12. Reservation cancellations must be received before the day of arrival in order to qualify for a refund. If notice of cancellation is received by the call center before the day of arrival, a full refund will be issued minus a \$10 Cancellation Fee in addition to forfeiture of the \$8 Reservation Fee.
13. Cancellations received on the day of arrival will be charged that night's slip rental. The balance of the reservation payment minus the \$8 Reservation Fee will be refunded.
14. Confirmed reservations that fail to arrive or call by 5:00 PM will be considered cancelled reservations and charged one(1) night's slip rental plus a \$10 Cancellation Fee. The balance of the reservation (less the Reservation Fee) **will** be refunded. The cancelled slip will be made available for float-in use.
15. All slips will be rented using the fee schedule titled "Michigan State Waterways Commission Transient Rate Schedule For Reservations". This rate schedule will be applied to **BOTH** reserved slip nights as well as float-in use.
16. The system will allow for the "double-booking" of slips by the Harbormaster only (not CRS) through the use of "auxiliary" sites. This will allow for "rafting" and double-use of slips not fully utilized by a single craft.
17. Information needed when placing a reservation: Harbor name, Arrival Date, Departure Date, Boat Size (length, width, draft), Boat Type (Power or Sail), Name, full address and phone number of customer; Boat Registration Number (MC or other), Payment Method, number and expiration date of Credit Card, if used.

#### IV. Community Responsibilities

It is the responsibility of the Community to operate its Harbor/Marina in accordance with the reservation system described above.

Refunds for float-ins that paid cash or check will be paid by the Harbormaster

Cash and checks received at the harbor will be retained by the Community but will incur a Commission Fee for each slipnight.

All requests for CRS hardware and software assistance, should be documented on a "CRS Incident Log", see Attachment A. Copies of these logs should be kept in a binder near the CRS telecommunication equipment.

#### V. Department Responsibilities

The CRS Contractor will provide, install, and support all hardware, software and telecommunication equipment necessary to communicate with the centralized database

and run the slip rental operation. Additionally the CRS Contractor will pay all Telecommunication Fees and maintain and repair all systems. The Community shall have access to the CRS Contractor's toll-free help desk.

#### Payments

PRD agrees to pay Community its share of revenues collected by the PRD's Contractor for slip reservations.

Payments will be made monthly

Payments will be based on the prior month's activity.

Monthly reports will be generated from the CRS Contractor and submitted to PRD. In turn, these reports will also be submitted to the Community's designated representative electronically.

#### The report will identify the following items:

Number of slipnights paid

Gross amount collected by all sales channels

Number of and Dollar Amount of Credit Card Transactions

Cancellation Fees

Refunds Paid

Dollar Amount of forfeited nights

Cash/Check amount collected at facility location

Net amount collected per month by all sales channels (Net amount = Gross minus cancellations, refunds paid and dollar amount of forfeited nights)

PRD will use the amounts identified by the report to calculate the amount to be repaid to the community using the following formula:

Net Amount of Revenue Collected for Location

MINUS - Cash/checks collected at facility

MINUS - \$3.00 X number of slipnights paid for reservations and float-ins

MINUS - Credit Card Fees currently at 2% of net Credit Card sales as of December 2002.

Equals -Amount to be repaid to the community for the month. Note: Credit Card Fees above may be adjusted at the end of the season. These are pass-through costs based on an average percentage of costs for the previous season. The Community will be charged only for the actual cost to the State.

Financial reconciliation for each boating season will be concluded no later than thirty(30) days after the close of the season. Close of season will be September 30th of each year. PRD agrees to forward final payments (including any adjustments) to the Community within thirty(30) days of the close of season. In the event of an overpayment, the Community agrees to return any overpayment to PRD within thirty(30)



days of notification of overpayment. The Community must identify the return payment for "CRS Harbors".

PRD may assess the Community a \$10 per day Late Fee for every day beyond the designated due date that the overpayment is not returned. Failure to return the overpayment on time will be grounds for PRD to terminate the Contract.

Payments made to the State will be made out to:  
State of Michigan

Payments shall be sent to:  
Cashier's Office  
Michigan Department of Natural Resources  
P.O. Box 30451  
Lansing, MI 48909-7951

Payments made to the Huron-Clinton Metropolitan Authority will be made out to:  
Huron-Clinton Metropolitan Authority

and sent to:  
Huron-Clinton Metropolitan Authority  
13000 High Ridge Drive  
Brighton, MI 48114 Attn: David Wahl  
(810) 227-2757 ext 5132

For communication purposes the Huron-Clinton Metropolitan Authority email address is:

James.pershing@metroparks.com

#### Training

The CRS Contractor will provide the following training and manuals:

- a. Annual training in the use of the workstation application(s)
- b. Easy-to-use manuals prior to the implementation of the reservation system, including:
  - 1. A user manual on the normal operation of the workstations as well as the procedures for basic problem resolution.

#### VI. Effect and Termination

This Contract is effective immediately after both parties have signed this Contract and shall remain in effect until October 31, 2016.

## VII. Ownership

The CRS Contractor shall own all hardware, software or products provided to the Community for the intent to operate the CRS. PRD shall own all data relating to the CRS.

## VIII. Terms and Conditions

### Indemnification

Each party to this Contract must seek its own legal representative and bear its own costs; including judgements, in any litigation which may arise from performance of this Contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

The Community hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to Community, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of officers, employees, or agents of the Community, in reference to the activities authorized by this Contract.

### Closeout

When this Contract is concluded or terminated, within thirty(30) calendar days, the Community shall provide the State with all hardware and software made available and required as a condition to do business with the CRS Contractor.

Both parties agree to settle any underoverages immediately and process payment to the State or Community within thirty(30) calendar days from the date the Contract is concluded or terminated.

### Modification of Contract

This Contract may be modified at any time as long as both parties are in agreement. Such amendments shall be in writing and signed by a representative with authority.

All language included in this Contract is subject to decisions made by the Michigan State Waterways Commission and/or the Department of Natural Resources. The decisions made by these governing bodies supercede the language included in this Contract and are effective as indicated by them.

### Dispute Resolution

In the event of a dispute, the Community shall first attempt resolution with the Contract Administrator. If issues can not be resolved, the Community shall contact the PRD contact identified below.

Non-Discrimination

The parties agree not to discriminate against an employee or applicant for employment With respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Contract.

Third Party Beneficiaries

This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

The Community shall not have the right to assign the Contract or to assign or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Community may not assign the right to receive money due under the Contract without the prior written consent of the State Purchasing Director.

IX. Issuina Office and Contract Administration

This Contract is issued by the Michigan Department of Natural Resources (MDNR), Parks and Recreation Division (PRD).

PRD is the office authorized to change, modify, amend, alter, clarify, etc., this Contract. All communications concerning this Contract must be addressed to:

**Brenda Mikula**  
MDNR, PRD  
120 'A' Street  
Cheboygan, MI 49721  
mikulab@michigan.gov  
231.597.0472

The person named below or in their absence another person so designated shall be authorized to administer the Contract on a day-to-day basis during the term of the Contract. The Contract Administrator for this project is:

**Denise Gruben**  
MDNR, OLAF  
P.O. Box 30033  
Lansing, MI 48909  
grubend@michigan.gov  
517.335.4036

X. SignatoryRecognitions

The undersigned signatories are authorized to contractually bind their entity and agree that this Contract constitutes an appropriate recognition of MDNR's jurisdiction in recreational and natural resource management and Community's jurisdiction in the sphere of operating a harbor/marina.

**Community**

**MDNR**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## TABULATION OF BIDS

**House Demolitions  
Wolcott Mill Metropark  
Macomb County, Michigan**

**Scope of Work:**

Work includes the demolition of the existing structures acquired by the Authority, located at 21090 28 Mile Road and 17240 31 Mile Road in Ray Township.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
1. DeBuck Construction, Inc.	Shelby Township	\$11,460.50
2. Milford Salvage, Inc.	Milford	\$15,267.00
3. S. A. Torello Demolition, Inc.	Port Huron	\$20,525.00
2009 Work Order Amount		\$15,000.00
Revised Work Order Amount		
Contract Amount – DeBuck Construction (Rounded)		\$12,000.00
Contract Administration		<u>\$ 2,000.00</u>
Total Work Order Amount		\$14,000.00
Funds to be Returned to the Reserve Account		\$ 1,000.00

**RECOMMENDATION:** Prepared by Chief Engineer Arens and made by Staff.

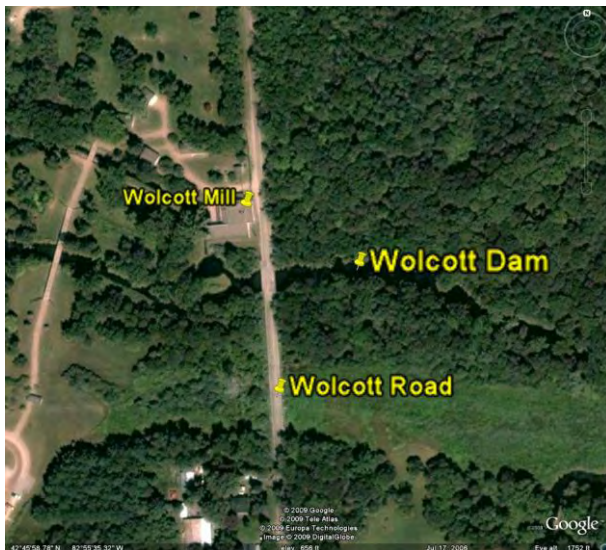
It is recommended that a Purchase Order be issued to the low bidder, DeBuck Construction, Inc., in the amount of \$11,460.50. It is further recommended that \$1,000.00 of Capital Improvement funds be returned to the Reserve Account as detailed above.

Meeting of January 14, 2010

## PROJECT UPDATE

### North Branch of Clinton River Restoration Wolcott Mill Metropark Macomb County, Michigan

In October of 2008, we reported to the Board that the Michigan Department of Natural Resources, Fisheries Division, in cooperation with the Clinton River Watershed Council, requested funding from the USFWS Fish Passage Program to remove two dams located on the North Branch of the Clinton River. That funding has been received by the MDNR, permits have been obtained from the MDEQ, and the proposed work is scheduled to begin within the next few months.



The removal of the two dams would result in reconnection of the upper North Branch and create a barrier-free river from the headwaters all the way to Lake St. Clair and restore the North Branch to a fully functioning free flowing system. This is especially important, because some of the best available habitat in the North Branch is above these two dams, where it is classified as a Designated Trout Stream.

The Wolcott Mill Metropark dam is a cement sill with two feet of head located at the end of the mill race just east of the historic Wolcott Mill east of Wolcott Road. Approximately 4

miles up-stream from the Wolcott Road Dam is the Cascade Dam. This dam was constructed in the early 1900's to create an impoundment as part of a housing development. Although the dam no longer impounds water, it is still a barrier to fish migration. There remains approximately 3 feet of head at the dam.

Both dams currently present a barrier for resident fish, as well as migratory species from Lake St. Clair such as smallmouth bass, northern pike, and steelhead. The North Branch also contains a very diverse mussel fauna (22 species) with several locations having high densities. Because the dams prevent the movement of fishes, they also affect mussel populations which rely on fish



to disperse their populations. Removal of these two dams will restore connectivity, and provide access to some of the highest quality habitat in the river system.

MDNR Fisheries Division will be responsible for all management and construction activities associated with the project. No HCMA funds are being requested under this project.

**RECOMMENDATION:**

Prepared by Paul Muelle, Chief of Natural Resources and made by Staff,

It is recommended that the Board of Commissioners receive and file this report

Wolcott Mill Metropark  
Preliminary Master Plan Update  
Thursday, January 14, 2010

Staff is preparing an update of the Wolcott Mill Master Plan originally conceived in the early to mid 1970s. Park development began in 1979 and there are presently four facilities open to the public including the Historic Wolcott Mill Interpretive Center, the Farm Learning Interpretive Center, Camp Rotary and Wolcott Mill Golf Course. Wolcott Mill is a largely undeveloped park. The plan will provide guidance for development in the near future (10 years) and a vision for the unforeseeable future.

The current master plan includes a single and lengthy park entrance road, a group camp, a winter sports area, hike-bike trails, an activity area that features a man-made lagoon and water play facility, a nature center, and numerous picnic areas in addition to the existing facilities. The forty year old plan has had slight revisions over the years but the land use objectives have remained the same. The plan is also reflective of the goal to permanently close 27 and 30 Mile roads, and grade separated crossings at 28 and 29 Mile roads. There is growing concern that some of these road closure issues will not be resolved now or in the foreseeable future. Without an approved Wolcott Mill Metropark Master Plan planning for development and justifying expenditures is complicated and difficult.

In addition to road access issues, trends in recreation have changed. There is an assumption that the existing park master plan is dated and potentially “out of touch” with current and foreseeable future recreation trends. Picnicking is in decline while the demand for trails of all types is on the rise. The revised plan reflects these trends by reducing the number of picnic areas and adding paved hike/bike trails, rustic hiking trails, and hike-in camping. In addition, in an effort to avoid the duplication of services, the plan does not include a nature area since Stony Creek is nearby and the existing mill and farm center provide interpretive services. Environmental stewardship has also played a role in the development of this plan. With the help of the Michigan Natural Resources Inventory, staff is able to identify areas with significant and special natural resources. As a result, the public’s access to these areas may be limited in these environmentally sensitive areas of the park.

The need for the updated master plan is clear and will provide guidelines for:

1. Land Acquisition - There are significant parcels of land within the approved park boundaries that have yet to be acquired.
  - Assign levels of priority for parcels within the park boundaries.
  - Prioritize parcels outside the park boundary with potential to improve the park.
  - Evaluating potential land exchange(s) or sale(s) with Ray Township.
1. Replacement or Removal of Aging and Deteriorating Facilities and Infrastructure
  - The Mill
  - Golf Starter Building
  - Camp Rotary
  - Kunstman Road
  - Wolcott Road and Bridge
2. Macomb County Rights Of Way
  - East-West Roads - 27 Mile Road - 28 Mile Road - 30 Mile Road
  - North-South Roads - Kunstman – Broughton - Wolcott

**RECOMMENDATION:** Prepared by Chief Planner Nyquist and made by Staff. It is recommended that the Board approve the Preliminary Wolcott Mill Metropark Master Plan; and direct staff to continue work towards a Final Plan.



# HURON - CLINTON METROPOLITAN AUTHORITY



## COMMISSIONERS

HARRY E. LESTER, *Chairman*  
PETER S. WALTERS, *Vice Chairman*  
ROBERT W. MARANS, *Treasurer*  
ANTHONY V. MARROCCO, *Secretary*  
WARREN C. EVANS  
JOHN E. LA BELLE  
JOHN C. HERTEL

December 3, 2009

Dear Commissioners,

Accompanying this letter is a request by Mr. John Oldani regarding the sale of H.C.M.A. property located west of the North Macomb Sportsmen's Club. The initial request to purchase this property came from Mr. Don Brown who is a Macomb County Commissioner and a member of the N.M.S.C.

Chairman Lester asked that the Commissioners be given an opportunity to review the letter from the N.M.S.C. before it is considered for an agenda item. I have informed the group that they will not be on the December agenda.

In discussing this request with staff, we are reluctant to sell any H.C.M.A. property at this time. These 30 acres provide some buffer from the existing gun range. Although we have not performed a natural feature inventory on this property, we would be against any development within this wooded wetland system.

We are looking into the purchase history of this property and believe it was obtained through a grant. Under the DNR Conversion Policy, if we sell the property, we would have to purchase land to replace the acres sold. We are still attempting to settle a conversion situation with the cell tower at Stony Creek.

Long term the Metroparks might be more interested in purchasing the North Macomb Sportsmen's Club than in selling them our land.

Sincerely,

  
James Bresciami  
Director

# North Macomb Sportsmen's Club

5-C-1

3231 Inwood Road -- Washington, Michigan 48095

SKEET  
TRAP  
PISTOL  
RIFLE  
ARCHERY



AID CONSERVATION  
IMPROVE FARM RELATIONS  
STOP POLLUTION  
IMPROVE HABITAT  
TEACH SAFETY  
PREVENT FIRES

*Affiliated with Michigan United Conservation Clubs and The National Rifle Association of America*

[www.northmacomb.info](http://www.northmacomb.info)

November 10, 2009

James J. Bresciami  
HCMA  
13000 High Ridge Drive  
Brighton, MI 48114-9058

Re: Thirty acres on the NE corner of Inwood & Mt. Vernon Roads in Washington Twsp.

Mr. Bresciami,

Your consideration is requested relative to the potential of HCMA selling 30 acres on the NE corner of Inwood and Mt. Vernon roads in Washington Township to North Macomb Sportsmen's Club (NMSC).

Established in 1947, NMSC is a 600+ member, financially sound, Michigan non-profit 501 (c) 7 corporation, conservation oriented sportsmen's club currently located on Inwood Rd, east of Mt. Vernon Rd. NMSC was the first club in the state of Michigan to have an Environmental Stewardship Plan recognized by the US Environmental Protection Agency as being consistent with their range management manual. The original location of NMSC is near the Osprey Hiking Trail parking lot inside Stony Creek Metropark, see attachment A. In 1959 HCMA and NMSC executed a land trade placing NMSC at its current location and the original NMSC location inside of Stony Creek Metropark.

The 30 acres on the NE corner of Inwood and Mt Vernon roads are on the edge of Stony Creek Metropark and directly west of the 45 acres of NMSC with approx. 650 feet on Inwood Rd. and approx. 2000 feet on Mt. Vernon Rd. A satellite photo is attachment B. The 30 acres do not have an official park entrance or hiking trail, see attachment A. A significant portion of the 30 acres is identified as "wetlands and/or soil areas which include wetland soils" per the Macomb County Wetland Inventory, see attachment C.

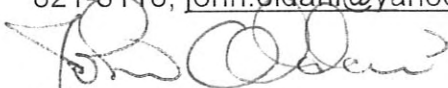
NMSC has three intended uses of the 30 additional acres; Roving archery, primitive camping and an expanded club picnic area. Although we currently provide a roving archery course, with additional room, an improved course could be developed. Several times a year, local Boy Scout troops, and club members, use our facility for summer

and winter merit badge camping, a larger primitive camping area could be developed. Our current club picnic area could also be expanded. It is anticipated that none of activities would be visible from either road due to heavy vegetation.

It is our understanding that HCMA would likely use the proceeds from any potential sale to obtain more desirable land for Stony Creek or Wolcott Mill Metroparks.

If you desire, we would attend your December 19, 2009 meeting to answer any questions you or the commissioners may have.

Feel free to contact our president Gary Robb on 586-337-0698, [gcrobb@yahoo.com](mailto:gcrobb@yahoo.com), member Don Brown on 586-419-2443, [doncbrown@hotmail.com](mailto:doncbrown@hotmail.com), or the writer on 248-821-8118, [john.oldani@yahoo.com](mailto:john.oldani@yahoo.com) at any time.



John Oldani  
NMSC Ex-Officio

cc: GJ Almas



STONY CREEK metropark

ATTACHMENT A

30AC



Inwood Trail  
Entrance

## Inwood Hiking Trails

### Future Study Area & Nature Trails

Nature  
Center

Osprey  
Hiking Trail

COUNT  
DOWN

Boat Rental

SNELL ROAD

WEST BRANCH

MOUNT VERNON  
PICNIC AREA

WINTER LOVE  
PICNIC AREA

BEACH

Hike-Bike

NORTHDALE  
PICNIC AREA

RIDGEWOOD  
PICNIC

LAKE VIEW  
PICNIC AREA

GLADEVIEW  
PICNIC AREA



a

Mountain Bike,  
Cross Country Ski  
& Hiking Trails

GOLF COURSE

Shore Fishing  
Parking

EASTWOOD  
BEACH

gazebo

lunch

### Driving Range

Golf Starter Building

Park Office

47

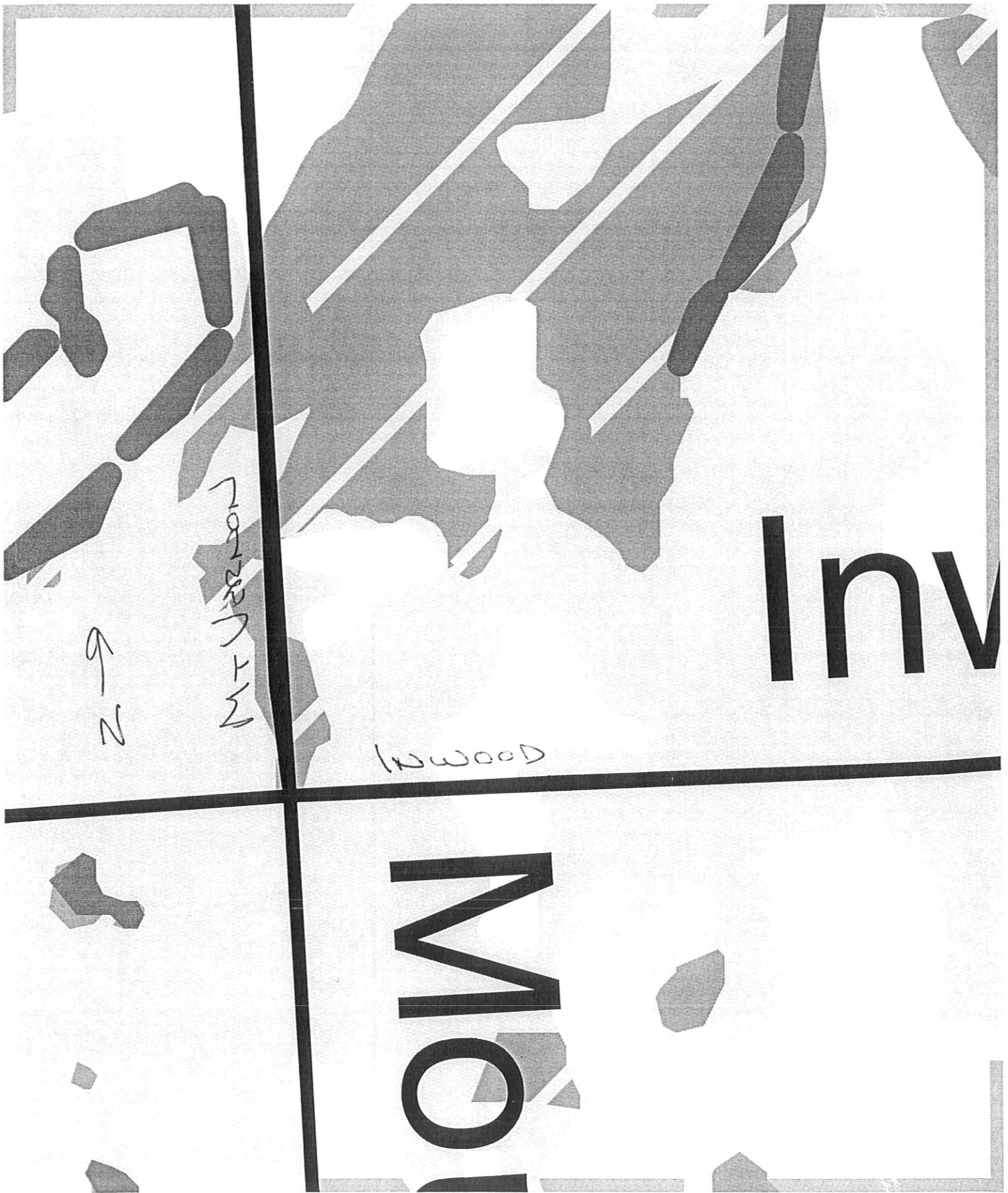






ATTACHMENT B





ATTACHMENT C

## **Report to the Board of Commissioners**

Kensington Metropark

Letter of Support – Village of Milford Skate Park Grant Application

Thursday, January 14, 2010

The Village of Milford (Village) leases Huron-Clinton Metropolitan Authority (Authority) property north of Kensington Metropark for the purposes of providing park and recreation services to the Milford community. The Village, Milford Township (Township), and an organized group of Milford residents known as the Friends of the Milford Skate Park (FoMSP) are interested in building a skate park on this park property. (See attached letter and site plan dated December 17, 2009).

A conceptual site plan was presented to Metroparks staff in November of 2009.

In accordance with the lease agreement, any plans, development, or construction of facilities proposed for this property, must be approved by the Authority. Per that agreement, the plans for the skate park are being presented for approval of the land use. Staff feels that the skate park is an appropriate use of park land and will be an asset to the community.

As part of its efforts to make the skate park a reality, the Village will seek a grant from Michigan Natural Resources Trust Fund; and they are requesting a Letter of Support from the Authority to be included with a grant application.

It should be understood that if a Letter is authorized by the Board; the Authority is essentially approving a change in the existing Milford Village Park Master Plan (circa 1960).

The letter of support, however, would only approve the land use and does not constitute approval of the project construction. If and when the project is to be constructed, the Authority reserves its right to review and approve all construction plans and documents pertaining to the development of the park.

**RECOMMENDATION:** Prepared by Chief Planner Nyquist and made by Staff. It is recommended that the Board authorize Staff to provide a Letter of Support to the Village of Milford for inclusion with a grant application.

PRESIDENT:  
THERESA RUSAS

PRESIDENT PRO TEM:  
MICHAEL GLAGOLA

## VILLAGE OF MILFORD



COUNCIL MEMBERS:  
JERRY CUBBY  
JENNIFER FRANKFORD  
ELIZABETH HEER  
JAMES KOVACH  
KEVIN ZIEGLER

December 17, 2009

Greg Almas, Executive Secretary  
HCMA  
13000 High Ridge Drive  
Brighton, MI 48114-9058

RE: Proposed Milford Skate Park location

Dear Mr. Almas,

As you may be aware, the Village and Township are working with a group of residents interested in building a skate park facility in our community. The Friends of the Milford Skate Park (FoMSP) has been formed to pursue this goal, they have been successful in significant fundraising and are preparing to submit a grant application through the Village to MDNR for trust funds. Ric Mueller is the Chairperson of the organization.

As part of their effort they, of course, need a site for the project. The FoMSP has requested and the Milford Village Council has agreed in concept to the use of a portion of land the Village has leased from HCMA. Specifically, the location discussed is on General Motors Road, west of Pet Supplies Plus, near the newly constructed Milford Non-Motorized Trail. We feel this is a great location for the skate park and a great use for the property.

We are very aware of the lease agreement between the Village and HCMA and would as such ask that the Authority review the lease and determine if you concur that the proposed skate park use does comply with the intent of the lease guidelines. It may be of some benefit to also consider that this site be broken away from the rest of the leased property to accomplish a shared ownership agreement and perhaps a longer period of commitment. We would hope that you might also consider a letter in support for the MDNR application.

It is my understanding that this issue is on your January agenda. I would expect Mr. Mueller to be present and more fully describe the concept of the plan.



Debember 17, 2009  
Page 2

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Arthur Shufflebarger', written in dark ink.

Arthur Shufflebarger  
Village Manager

Attachments

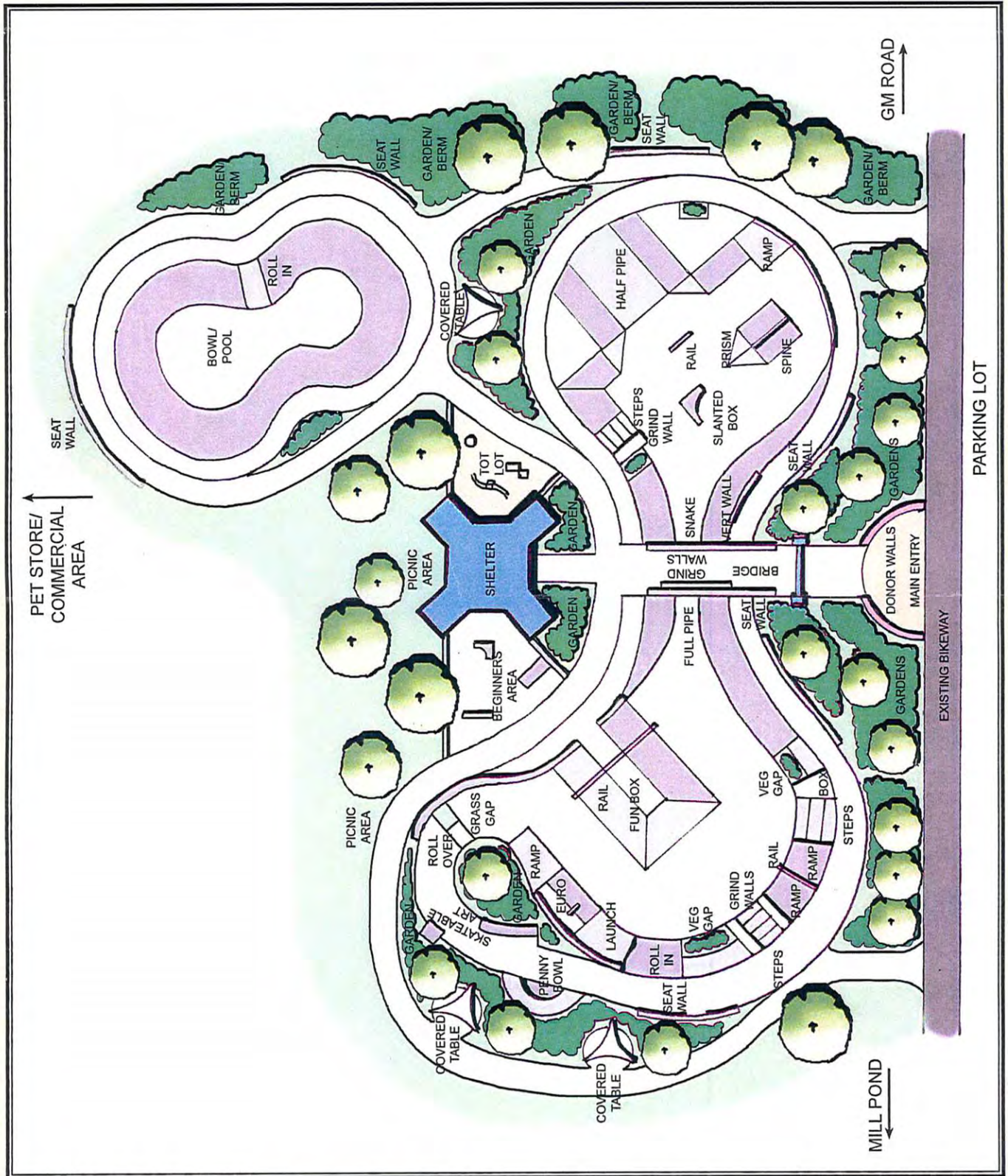
Pc: Susan Nyquist, HCMA  
Ric Mueller, FoMSP  
Jennifer Elowsky



## CONCEPTUAL VICINITY PLAN







5-D-1

NORTH

## **STATUS UPDATE**

### **Rouge River Oil Spill Lake Erie Metropark Wayne County, Michigan**

In April of 2002, an oil spill occurred in the Rouge River which impacted approximately 17 miles of shoreline in the U.S. and Canada, including 1 mile of shoreline at the Lake Erie Metropark where oiled marsh vegetation was cut and removed. The source of the oil and responsible party for the spill was never determined and it is now considered a 'mystery' spill. Under the Oil Pollution Act of 1990, those affected by an oil spill can seek funding for restoration of affected natural resources. Under the lead of the U.S. Fish and Wildlife Service (USFWS), a Rouge River Trustee Council was formed which includes the USFWS, Michigan Attorney General, MDEQ and MDNR. They are responsible for assessing damages of the natural resources and developing and implementing a plan for restoration. The assessment has been completed and the Trustee Council is requesting funding through the Oil Spill Liability Trust Fund, administered by the U.S. Coast Guard's National Pollution Funds Center, to restore damaged habitat within the area of the spill. 53 restoration projects were submitted to the Trustees for review, three of which were submitted by the Metroparks. Projects were given initial scores and are currently under further review by the Trustee Council. The Trustees will be seeking public comment and involvement in the restoration planning once the Assessment Plan is complete. There is no limit to the extent of the restoration compensation; however projects will be scaled in accordance to assessed biological resources and losses to public use.

### **RECOMMENDATION:**

Prepared by Paul Muelle, Chief of Natural Resources and made by Staff,

It is recommended that the Board of Commissioners receive and file this report



**HURON-CLINTON METROPOLITAN AUTHORITY  
INTER-OFFICE COMMUNICATION**

January 14, 2010

To: Board of Commissioners  
From: Bill Johnstone  
Subject: Medicare Part D Subsidy

We received a payment of \$37,347.82 as reimbursement for Medicare Part D, prescription drug subsidy for the period of April-September, 2009. The total "Gross Retiree Cost" for this period was \$164,744.37, making the reimbursement 22.7% of this cost.

As the Board of Commissioner's may recall as part of HCMA's effort to pre-fund retiree health care benefits; any funds received under Medicare Part D subsidy are to be transferred to the Retiree Health Trust. This is in accordance with actions taken by the Board in June 2005.

**RECOMMENDATION:** Prepared by Human Resources Officer Bill Johnstone and made by staff, that the Board of Commissioners' approve the transfer of \$37,347.82 to the Retiree Health Care Trust Fund.

## Report to the Board of Commissioners

2009 Park User Counts

Thursday, January 14, 2010

In light of recent economic pressures in southeast Michigan, the Huron-Clinton Metropolitan Authority is taking a closer look at how the parks are operated, developed, and maintained. This includes an examination of where and how HCMA can cut costs without seriously compromising recreation opportunities for the public. To aid the process, the planning staff is conducting a series of park user and facility inventories where actual "counts" of patrons took place during the peak season. This project is important and will assist the planning staff provide "right sized" features and facilities. The project provides data that describes our park patrons including when and how they use the parks. Observers were stationed in parks to collect numbers of users for a given day, time and season and repeat it at regular intervals. Information collected included:

1. Quantify visitation: Verify the current average persons/vehicle.
2. Describe recreation patterns

The object was to count people in the park on weekends noting gender, age group, activity, size of group (i.e. individual, family, large gathering), and weather conditions. Actual counts will set a number that can be used for future "sampling" studies. Actual counts will give us a better view of "user days" because unlike with surveys, you can account for multiple-day users. A user-day is a much more realistic measure of a system's use. For example, someone who goes to the park once a year for a special event counts as one user day; while a daily walker counts as 365 visits.

As a pilot program, it concluded with a fair measure of success. Staff would like to continue the project in 2010 and expand the observational surveys to include intercept surveys (speak with patrons) and gathering zip codes of patrons. The observational survey and the intercept survey will set the stage for future surveys including focus groups and telephone surveys.

Activities that require a user entry fee such as golf or swimming pools are simple to keep participation records. However, the paying customers are only a tiny fraction of residents and visitors who make general use of the entire park system. In the case of the Metroparks, a majority of visitors are here to just enjoy the outdoors and natural setting of the parks. The question for park operators and park planners is, "What is normal use for walkers and runners, cyclists, skaters, picnickers, sunbathers, bird-watchers, or people-watchers?" Furthermore, how are visitors relaxing and recreating on a sunny Saturday in June, compared to a grey weekday in November and everything in between. While these comparisons might be important to the long term development and maintenance of the park, the initial benchmark study will be to examine normal use on normal good weather weekdays and weekends.

Sample data collected is attached to this report.

**RECOMMENDATION:** Prepared by Chief Planner Nyquist and made by Staff. It is recommended that the Board receive and file this report.

## Kensington - Car Count - 7/12/2009

2:00pm, Sunny, 78 Degrees

<u>Parking Lot</u>	<u>Car Count</u>	<u>Notes/Observations</u>
West Boat Launch	108	9 Cars with Bike Racks
		15 Cars with Boat Trailers
		There are cars w/ Boat Trailers parked on Lawn to fit in spot
		Most Trailers are parked in the 2nd row of cars
Nature Center	39	
Island Road (k)	10	2 cars with Bike Racks
TRI 5 area	19	4 cars parked on side of road to use Picnic Tables
Turtlehead (m)	35	
Flagstaff (l)	8	
North Hickory Ridge (h)	26	
South Hickory Ridge (j)	49	Family Reunion taking place
Baywoods (g)	17	4 cars with Bike Racks
Boat Rental	123	
Maple Beach	255	
Playfield North (v)	34	
Palyfield Center (y)	18	
Playfield West (w)	0	
Playfield East (d)	31	
Orchard (f)	45	Family Reunion taking place
Possom Hollow (e)	99	
Across From Park Office	7	
Farmcenter (gravel)	20	Gravel Lot
Farmcenter (paved)	51	Paved Lot
Martindale Beach	FULL	Both Lots full with overflow parking on the grass
		around 650 people counted
		1 way sign does not work well for traffic
East Boat Launch	302	26 cars with Boat Trailers
		Lot almost full, more room for boat trailers needed

- Trail Usage - 7/18/2009

30am, Sunny, 68 Degrees

# in Group	Age Group	Sex	Activity	Ethnicity	Notes/Observations
207 Cars in Lot.					
3	YA	3F	Running	White	
1	MA	M	Running	White	
2	MA	2F	Running	White	
2	MA	2M	Running	White	
2	MA	1M 1F	Running	White	
2	YA	1M 1F	Running	White	
3	MA	2M 1F	Running	Asian	
2	MA	1M 1F	Running	White	
2	MA	2F	Running	White	
3	MA	2M 1F	Running	Arabic	
2	MA	2M	Running	White	
2	MA	1M 1F	Running	White	
2	MA	1M 1F	Running	Hispanic	
1	MA	M	Running	White	
1	MA	F	Running	White	
1	Senior	F	Running	White	
1	YA	M	Running	White	
1	MA	M	Running	Hispanic	
2	MA	M	Running	White	
1	MA	M	Running	White	
2	Senior	1M 1F	Running	White	
1	MA	M	Running	White	
1	MA	M	Walking	White	
2	Senior	1M 1F	Walking	White	
2	Senior	1M 1F	Walking	Asian	
2	Senior	1M 1F	Walking	White	
2	MA	2M	Walking	White	
2	MA	2F	Walking	White	
2	MA	2F	Walking	White	
3	Senior	2M 1F	Walking	Asian	
2	MA	1M 1F	Walking	White	
1	MA	M	Walking	White	w/ dog
3	MA	3F	Walking	White	
1	Senior	M	Walking	White	
3	MA	2M 1F	Walking	White	
2	YA	2F	Trail-Biking	White	
2	MA	2M	Trail-Biking	White	
1	MA	F	Trail-Biking	White	
1	MA	M	Rollerblading	White	
2	YA	2F	Rollerblading	White	
1	MA	F	Road-Biking	White	
1	MA	F	Road-Biking	White	
5	MA	5M	Road-Biking	White	



---

- Trail Usage - 7/18/2009

---

30am, Sunny, 68 Degrees

<u># in Group</u>	<u>Age Group</u>	<u>Sex</u>	<u>Activity</u>	<u>Ethnicity</u>	<u>Notes/Observations</u>
1	MA	M	Trail-Biking	White	
5	MA	2M 3F	Trail-Biking	Asian	Family of 5
3	YA	2M 1F	Trail-Biking	White	
1	Senior	F	Trail-Biking	White	
1	MA	F	Trail-Biking	White	w/ baby
2	1 MA 1 Kid	2M	Trail-Biking	White	
5	YA	3M 2F	Trail-Biking	Asian	
2	MA	1M 1F	Trail-Biking	White	
1	YA	M	Trail-Biking	White	
3	YA	2M 1F	Trail-Biking	White	
72			Road-Biking		Counted without Ethnicity/Age/Sex
183					

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## HURON-CLINTON METROPOLITAN AUTHORITY INTER-OFFICE COMMUNICATION

**TO:** Board of Commissioners

**FROM:** David L. Wahl, Controller

**SUBJECT:** 2010 Property/Casualty Insurance Coverages

**DATE:** December 24, 2009

The attached Insurance Summary details the results of the 2010 property/casualty insurance coverage renewals negotiated by our independent insurance agent, Mr. Robert Wolf, of the Wolf-Hulbert Agency.

The general industry trend for 2010 renewals is flat or slight increase in premiums. **HCMA's renewals reflect this trend.** Overall, HCMA 2010 renewal premiums for 15 policies will total \$771,109, compared to \$747,346 in 2009 – a net increase of \$23,763 (3.2%).

Premiums for 14 of the 15 policies were constant or experienced a small premium reduction, ranging from \$400 (5%) for the Fiduciary Liability policy to \$6,300 (5%) for the General Liability policy. For the Boiler/Machinery policy, Mr. Wolf was able to negotiate an increase in the policy limit from \$2 million to \$20 million at a reduced premium of \$646 (9%). All other coverages remained the same.

The **Authority's Pollution Liability policy, which is written on a five year basis, was up for renewal in 2010.** This \$5 million policy, written through Chartis Insurance Company (the former AIG), is quoted at \$63,849, a 30% reduction (\$26,911) **from 2005's premium** of \$90,760. The **Authority's long-term** relationship, good environmental management practices and no claims were very helpful in premium negotiations.

Offsetting these premium reductions was an increase in **Worker's Compensation** premiums of \$39,000 (15%) to \$298,587. This increase was generated from the change in the **Worker's Compensation Advisory Council computed "experience modification"** factor, which increased 16% from .70 to .81 due to deteriorated HCMA claim experience. The experience modification factor for 2010 renewals is based on claim experience from 2006 (\$76,000), 2007 (\$373,000) and 2008 (\$473,000). 2005 claim experience (40 claims - \$132,000) fell out of the formula and 2008 claim experience (73 claims - \$473,000) came into the formula. The increase in the frequency of claims also had a negative impact on our experience modification calculation. An alternative quote was obtained from the Accident Fund (largest writer of **Worker's Compensation in Michigan**). They indicated pricing would start at \$424,436. Further negotiations were not pursued. Last year, Travelers quoted \$350,000 and Citizens declined.

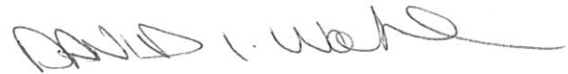
The premium levels are all within amounts budgeted for 2010 insurance coverages. All coverages continue to be written through A or A+ rated carriers.

In keeping with our established practice, we have reviewed all recommended 2010 coverages with our insurance consultant, Mr. Haig Neville. Mr. Neville continues to feel **HCMA's**

insurance program is placed with highly rated insurance carriers offering broad based competitively priced premium levels. He confirms that HCMA benefits from our stable and well-coordinated relationship with our in-force carriers. He recommends that the Board accept the 2010 insurance renewals as presented (letter attached).

It is recommended by Controller Wahl and Staff that the Board of Commissioners approve the 2010 insurance coverages as detailed on the 2010 Insurance Summary.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "David L. Wahl", with a long horizontal flourish extending to the right.

David L. Wahl, Controller

DLW:kag  
Attachment

**HURON-CLINTON METROPOLITAN AUTHORITY  
2010 INSURANCE COVERAGES SUMMARY**

5-F-3

Coverage	Limits	Company	Premium	Remarks
Comprehensive General Liability	\$1,000,000 per occurrence per location \$2,000,000 aggregate per location	CNA - Transcontinental Insurance Company	\$119,443	<ul style="list-style-type: none"> <li>• Comprehensive bodily injury/property damage coverages (includes liquor liability and terrorism).</li> <li>• All coverages remain the same as in 2009.</li> <li>• No deductible.</li> <li>• Composite rate the same with estimated 2010 receipts (premium basis) down 5.0% due to declining golf revenues.</li> <li>• Average premium is \$9,188 per park.</li> <li>• Claim experience remains good, despite a potential serious claim from Lake Erie Wave Pool drowning. Claims averaging \$33,800 last three years.</li> <li>• Premises medical payment at \$15K.</li> <li>• Loss control efforts continue to be very satisfactory.</li> <li>• Premium down \$6,300 (5.0%).</li> <li>• Subject to audit.</li> <li>• Payable quarterly.</li> </ul>
Excess Umbrella Liability	\$20,000,000 per occurrence/aggregate	Chartis Insurance Company (formerly AIG)	\$115,000	<ul style="list-style-type: none"> <li>• Provides liability coverage above \$1 million general, auto, liquor and W.C. employer's liability for "catastrophic" claims.</li> <li>• Excess coverage above \$11 million Law Enforcement liability.</li> <li>• Chartis will not write excess above Public Officials (excess insured through Allegany).</li> <li>• Premium down \$3,300 (2.8%).</li> </ul>
Public Officials Liability	\$11,000,000 per incident/aggregate  <u>\$9,000,000 excess</u> <u>\$20,000,000</u>	Scottsdale  Allegany Insurance Group (R.S.U.I.)	\$28,700  <u>\$10,750</u> <u>\$39,450</u>	<ul style="list-style-type: none"> <li>• Liability coverage for "wrongful" acts of Board members and employees, including employment practices liability (claims made).</li> <li>• \$50,000 deductible.</li> <li>• Allegany will not provide any coverage excess above employment practices liability (\$11 million).</li> <li>• Premium down \$1,300 (3.1%).</li> </ul>
Fiduciary Liability	\$2,000,000	Chubb Insurance	\$7,591	<ul style="list-style-type: none"> <li>• Liability coverage for "wrongful" acts in administration of fringe benefit programs, including Pension and Retiree Health Trust.</li> <li>• Covered assets increased \$9.5 million (19.0%).</li> <li>• \$10,000 deductible.</li> <li>• Premium down \$400 (5.0%).</li> </ul>
Police/Law Enforcement Professional Liability	\$11,000,000 per occurrence/aggregate	Scottsdale	\$18,442	<ul style="list-style-type: none"> <li>• Liability coverage for "wrongful" acts surrounding policing activities, including civil rights violations, wrongful deaths, discrimination, assault/battery, et. al.</li> <li>• \$50,000 deductible.</li> <li>• One claim settled in 2007.</li> <li>• HCMA now has full agency status.</li> <li>• Premium down \$500 (3.0%).</li> </ul>

**HURON-CLINTON METROPOLITAN AUTHORITY  
2010 INSURANCE COVERAGES SUMMARY**

5-F-3

Coverage	Limits	Company	Premium	Remarks
Automobile	\$1,000,000 combined single limit bodily injury/ property damage	CNA - Transcontinental Insurance Company	\$50,930	<ul style="list-style-type: none"> <li>• Liability and no fault fleet coverage at \$220/unit for 222 units (sedans, trucks, police cars and trams).</li> <li>• Physical/liability/no fault fleet coverage for seven units (trucks, trailer and antique) at \$299/unit.</li> <li>• Rates remained same.</li> <li>• Self-insuring for all physical damage (except seven units).</li> <li>• Payable quarterly.</li> <li>• Premium up \$200.</li> </ul>
Property/ Casualty	\$90,818,629	CNA - Transcontinental Insurance Company	\$79,685	<ul style="list-style-type: none"> <li>• "All risk" coverage for scheduled Authority buildings, contents and dwellings (includes golf cars).</li> <li>• Business interruption coverage.</li> <li>• Replacement cost coverage.</li> <li>• \$5,000 deductible.</li> <li>• Scheduled values down \$748,000 (1.0%) from 2009 values due to removal of Martindale Bathhouse/Food Bar, South Marina buildings and resident house.</li> <li>• Rates remained same at \$.0875/\$100 of covered values for all perils.</li> <li>• Payable quarterly.</li> <li>• Premium down \$700 (1.0%).</li> </ul>
Worker's Compensation	Statutory Michigan Limits \$500,000 employer's liability	CNA - American Casualty Company	\$298,587	<ul style="list-style-type: none"> <li>• Statutory Michigan Worker's Compensation benefits, providing 44% combined schedule/workplace credits and 5% premium discount.</li> <li>• Premium based on \$22.3 million of covered payroll, up 1%, and Advisory Council experience modification factor of .81 (versus .70 in 2009), up 16% due to deteriorated claim experience for calculation period (2006, 2007 and 2008).</li> <li>• Total up front discounts from standard rates are 68% - very favorable.</li> <li>• Claim experience continues to be deteriorated in 2009 at \$306,000, 2008 at \$473,000, 2007 at \$373,000, 2006 at \$76,000 and 2005 at \$132,000.</li> <li>• 2009 at 62 claims and 2008 at 73 claims continues to be a higher frequency of claims when compared to 44 average claims prior four years. Also, three large claims over \$200,000 in last three years. Total claims 2007 to 2009 are at \$1,151,000.</li> <li>• Subject to audit.</li> <li>• Payable quarterly.</li> <li>• Premium up \$39,000 (15%).</li> </ul>

**HURON-CLINTON METROPOLITAN AUTHORITY  
2010 INSURANCE COVERAGES SUMMARY**

5-F-3

Coverage	Limits	Company	Premium	Remarks
Boiler and Machinery	\$20,000,000 physical damage \$250,000 business interruption	CNA - Transcontinental Insurance Company	\$6,531	<ul style="list-style-type: none"> <li>Blanket coverage for all pressure mechanical and electrical exposures (boilers, transformers, pumps, etc.) for physical damage and business interruption.</li> <li>Coverage limit per accident increased from \$2 million to \$20 million.</li> <li>\$5,000 deductible.</li> <li>Premium down \$600 (9.0%).</li> </ul>
Equipment/Computer/Valuable Papers	\$5,176,800 \$459,900 \$100,000	CNA - Transcontinental Insurance Company	\$14,870	<ul style="list-style-type: none"> <li>Physical damage insurance for scheduled equipment over \$25,000 per unit, computers and valuable papers.</li> <li>Scheduled equipment values down \$324,000 (6.0%).</li> <li>Replacement cost coverage.</li> <li>\$5,000 deductible.</li> <li>Premium down \$700 (4.0%).</li> </ul>
Yacht	\$108,700	CNA - Continental Insurance Company	\$2,404	<ul style="list-style-type: none"> <li>Physical damage insurance for Island Queen II pontoon boat.</li> <li>\$1,500 deductible.</li> <li>Premium constant.</li> </ul>
Marina Operator's Liability	\$300,000/vessel \$600,000/disaster	CNA - Continental Insurance Company	\$3,120	<ul style="list-style-type: none"> <li>Liability coverage for loss/damages caused by HCMA to boats at Metropark marinas and boat storage areas (four parks).</li> <li>\$1,000 deductible.</li> <li>Premium constant.</li> </ul>
Employee Dishonesty Performance Bond Forgery Bond Money and Securities	 \$1,000,000 \$1,000,000 \$700,000	CNA - Transcontinental Insurance Company	\$4,042	<ul style="list-style-type: none"> <li>Reimbursement for loss of Authority Pension/Health Trust assets resulting from dishonest/criminal acts of employees.</li> <li>Reimbursement for loss due to forgery.</li> <li>Reimbursement for money theft losses from Authority facilities by non-employees.</li> <li>\$5,000 deductible money/1% deductible faithful performance bond.</li> <li>Premium constant.</li> </ul>
Underground Storage Tank Pollution Liability	\$1,000,000 per incident \$2,000,000 aggregate \$1,000,000 defense costs	Great American AESIC Insurance Company	\$11,014	<ul style="list-style-type: none"> <li>Provides bodily injury/property damage pollution liability coverage on 22 underground gasoline tanks located within Authority service areas at \$501/tank.</li> <li>Meets E.P.A.'s proof of financial responsibility requirements.</li> <li>Defense cost limit of \$1.0 million per incident.</li> <li>\$10,000 deductible.</li> <li>Premium down \$1,900 (15.0%) due to taking five tanks out of service.</li> </ul>

**HURON-CLINTON METROPOLITAN AUTHORITY  
2010 INSURANCE COVERAGES SUMMARY**

5-F-3

Coverage	Limits	Company	Premium	Remarks
Pollution Liability	\$5,000,000 per incident/aggregate	Chartis Insurance Company	\$63,849	<ul style="list-style-type: none"> <li>Provides pollution liability coverage for on-site cleanup, general third party claims for on-site and off-site cleanup and bodily injury and property damages, including legal defense costs.</li> <li>\$100,000 deductible.</li> <li>No claims and good environmental management practices.</li> <li>Written on a five-year pre-paid basis to obtain premium discount.</li> <li>Premium down \$27,000 (30.0%) from 2005.</li> </ul>
TOTAL 2010 PREMIUMS			<u>\$834,958</u>	

5-F-3

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**HAIG NEVILLE ASSOCIATES**

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**CORPORATE RISK MANAGEMENT**

3400 Commerce Road  
West Bloomfield, Michigan 48324-1605  
(248) 683-0380 • FAX: (248) 683-3783

December 21, 2009

Mr. David L. Wahl, Controller  
Huron-Clinton Metropolitan Authority  
13000 High Ridge Drive  
Brighton, Michigan 48114-9058

**Re: Insurance Proposals for 2010**

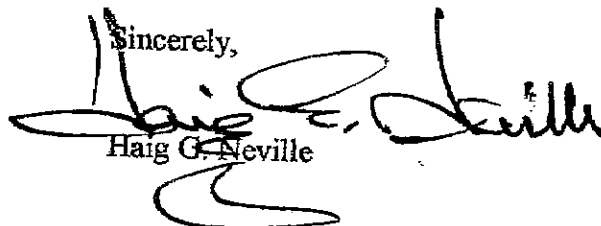
Dear Mr. Wahl:

The insurance proposals for 2010 reflect reduced pricing for HCMA with lower premiums for most coverages (except Workers Compensation), despite increased values and exposures. Workers Compensation premium increased due to additional payroll and claims reserves for a couple of serious accidents during the past three years resulting in a revised Workers Compensation Bureau rating.. However this was offset by premium reductions elsewhere on the account

Overall the pricing for 2010 was reduced by \$3,148 as a result of competitive quotes through marketing efforts solicited among highly rated insurance providers. Much of the savings came from a premium reduction of \$26,911 in the Pollution Legal Liability policy which was priced at \$90,760 at the last five-year renewal.

HCMA continues to benefit from the stable and well coordinated efforts of the Wolf-Hulbert Co. and the services of highly rated insurance companies at competitive pricing. The Board's acceptance of the 2010 insurance proposals is recommended.

Sincerely,



Haig G. Neville





**HURON-CLINTON METROPOLITAN AUTHORITY  
INTER-OFFICE COMMUNICATION**

**TO:** Board of Commissioners  
**FROM:** David L. Wahl, Controller  
**SUBJECT:** 2010 Liability Indemnification Resolution  
**DATE:** January 4, 2010

Based on a continuing recommendation from Miller Canfield, the Authority's Board of Commissioners has adopted the Liability Indemnification Resolution since 1986. This annual administrative matter is necessary each year so that the Board can reaffirm their general intent on liability indemnification in case a claim is presented to the Authority 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 Authority while acting within the scope of their duties.

It is recommended by Controller Wahl and Staff that the Board of Commissioners adopt the attached Resolution at the January 14, 2010 meeting.

A handwritten signature in dark ink, appearing to read "David L. Wahl", is written over a light blue horizontal line.

David L. Wahl, Controller

DLW:kag  
Attachment

**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, 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 55 of 1982, 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;

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: January 14, 2010 By: \_\_\_\_\_

Harry E. Lester  
Chairman of the Board of Commissioners,  
Huron-Clinton Metropolitan Authority

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

Gregory J. Almas  
Executive Secretary, Huron-Clinton Metropolitan Authority

HURON-CLINTON METROPOLITAN AUTHORITY  
**INTER-OFFICE COMMUNICATION**

5-F-5

TO: James J. Bresciami  
FROM: David C. Moilanen  
RE: Gift Acceptance  
DATE: January 5, 2010

The following donations were received in December, 2009:

1. \$420.00 cash donation for the Junior Farmer Program at Kensington Metropark Farm Center from Excelda Manufacturing Co., Inc..
2. Donation of posts, supplies and material for informational Kiosk, material for split rail fence, and eye bolts for picket fence for the Kensington Metropark from the Kensington Metropark Trail Riders Association.
3. \$300.00 cash donation for a tree in memory of Bob Watts, for Stony Creek Metropark from Gloria M. Watts.
4. Wicker baby buggy for display for Wolcott Mill Metropark Farm Center from Nelson Werderman.
5. Corn shocking tree, horse drawn row marker, wagon tongue and a wood stone boat to be used for display at Wolcott Mill Metropark from Craig Busch.
6. A Nigerian dwarf goat for the Kensington Metropark Farm Center from William & Diane Draper.
7. \$500.00 cash donation for helmets for "Wear the Gear Program" at the Metroparks from the Downriver Cycling Club.

**RECOMMENDATION:**

**Made by Deputy Director Moilanen and Staff.**

**That the above donations be formally accepted by the Board of Commissioners at the meeting of January 14, 2010 and that a letter of appreciation be sent to the donors.**

HURON-CLINTON METROPOLITAN AUTHORITY  
**INTER-OFFICE COMMUNICATION**

5-F-6

**TO:** Board of Commissioners

**FROM:** James Bresciami

**RE:** Alter 2010 Board of Commissioners' Schedule

**DATE:** January 4, 2010

Staff would like to revise the Commissioners' Meeting Schedule previously approved on December 10, 2009. It is recommended that the site of the April 8, 2010 meeting be changed to Indian Springs Metropark from the Belle Isle Nature Zoo.

James J. Bresciami  
Director

**RECOMMENDATION:**

Prepared by Director Bresciami and made by Staff.

It is recommended that the Board of Commissioners approve the revised 2010 Commission Meeting Schedule.

**INTER-OFFICE COMMUNICATION**

January 4, 2010

TO: BOARD OF COMMISSIONERS

FROM: JAMES BRESCIAMI

RE: 2010 BOARD OF COMMISSIONERS' MEETING SCHEDULE

The following Meeting Schedule has been approved by the HCMA Board of Commissioners for 2010.

<u>Date</u>	<u>Site</u>	<u>Time</u>	<u>Comments</u>
Jan. 14	Administrative Office	10:30 A.M.	
Feb. 11	Administrative Office	10:30 A.M.	MRPA - 2/2 - 2/5 Amway Plaza, Grand Rapids
Mar. 11	Administrative Office	10:30 A.M.	HCMA Recognition Dance – 4/10
Apr. 8	Indian Springs Metropark	10:30 A.M.	
May 13	Wolcott Mill Metropark	10:30 A.M.	
June 10	Willow Metropark	10:30 A.M.	SPDF – 6/28 – 6/30 Charleston, S.C.
July 8	Kensington Metropark	10:30 A.M.	
Aug. 12	Metro Beach Metropark	10:30 A.M.	
Sept. 9	Lake Erie Metropark	10:30 A.M.	
Oct. 14	Kensington Nature Center	10:30 A.M.	NRPA 10/26 - 10/30 Minneapolis, MN
Nov. 11	Administrative Office	10:30 A.M.	
Dec. 9	Administrative Office	10:30 A.M.	

**RECOMMENDATION:**

Prepared by Director Bresciami and made by Staff.

That the Board of Commissioners approve the above schedule.

James J. Bresciami  
Director

JJB:njk



**HURON-CLINTON METROPOLITAN AUTHORITY  
INTER-OFFICE COMMUNICATION**

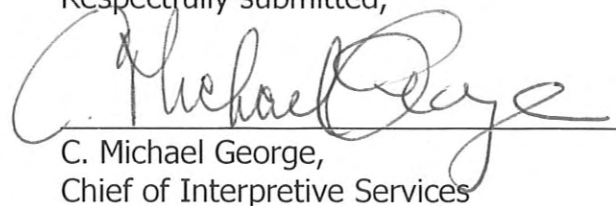
**TO:** James J. Bresciami, Director  
**FROM:** C. Michael George, Chief of Interpretive Services  
**SUBJECT:** 2010 BINZ Appropriation Adjustments  
**DATE:** 6 January 2010

Due to the ending of the Joint Operating Agreement (JOA) between the HCMA and the DZS for the Belle Isle Nature Zoo approved by the Board of Commissioners at the December 10, 2009 meeting, it is recommended that full time staff (2) be reassigned to various Authority interpretive facilities. This can be accomplished by eliminating 4,000 hours from budgeted 2010 part time interpretive hours. To offset this reduction in part time hours and continue to offer outstanding environmental education and public interpretive programs, the two full time interpreters will be temporarily assigned to those facilities that have their part time hours reduced or eliminated. 2010 will be a transitional year, as interpretive staff retirements are anticipated in 2011.

The 2010 Budget was put together in anticipation of continuing the JOA at the BINZ. It will be necessary to reallocate BINZ funds to the various interpretive centers affected by the reduction in part time hours. The attached *2010 BINZ Appropriation Adjustments Summary* details the necessary appropriation adjustments.

It is recommended by Chief of Interpretive Services Michael George and Staff that the appropriation adjustments detailed on the attached summary be approved.

Respectfully submitted,



C. Michael George,  
Chief of Interpretive Services

CMG:kag  
Attachment



**2010 BINZ APPROPRIATION ADJUSTMENTS SUMMARY**  
**JANUARY 14, 2010**

5-F-7

From Account:		To Account:	
819.88-901	\$118,100	808.88-901	\$27,100
		804.91-901	22,200
		804.92-901	22,200
		809.88-901	46,600
819.88-903	\$2,600	804.91-903	\$700
		804.92-903	600
		809.88-903	1,300
819.88-904	\$30,100	804.91-904	\$7,600
		804.92-904	7,500
		809.88-904	15,000
819.88-905	\$2,400	900.88-905	\$2,400
819.88-908	\$27,600	804.91-908	\$4,600
		804.92-908	4,600
		809.88-908	9,200
		900.71-908	2,300
		804.71-908	3,400
		809.71-908	3,500
819.88-910	\$17,000	804.91-910	\$4,300
		804.92-910	4,200
		809.88-910	8,500
819.88-922	\$5,200	804.91-925	\$200
819.88-924	700	809.88-925	200
819.88-925	400	804.91-936	200
819.88-926	200	809.88-936	200
819.88-927	800	804.91-939	200
819.88-928	600	809.88-939	200
819.88-929	200		
819.88-932	1,500	235 - Reserves	9,700
819.88-934	300		
819.88-936	300		
819.88-939	300		
819.88-940	400		
Subtotal BINZ	<u>\$208,700</u>		<u>\$208,700</u>
809.88-902	\$18,200	235 - Reserves	\$48,100
809.71-908	1,400		
804.88-902	3,100		
804.91-902	11,400		
804.92-902	12,000		
804.71-908	<u>2,000</u>		
Subtotal Part Time	<u>\$48,100</u>		<u>\$48,100</u>
TOTAL BINZ APPROPRIATION			
ADJUSTMENT	<u>\$256,800</u>		<u>\$256,800</u>



HURON-CLINTON METROPOLITAN AUTHORITY  
**INTER-OFFICE COMMUNICATION**

5-F-8

**TO:** Jim Bresciami  
**FROM:** Bill Johnstone,  
Dave Moilenan  
Greg Almas  
Dave Wahl

**DATE:** January 7, 2010

**SUBJECT:** Retiree Health Care

In our labor negotiations with our four (4) Employee Associations and the Police Officers' Association of Michigan, we agreed to implement premium cost share for health care coverage with our active employees in 2010. In keeping with our practice of providing equivalent coverage for eligible retirees as our active employees, we are recommending that we implement this same cost share schedule for our retirees.

<b>Monthly Cost Share</b>	<b>Single</b>	<b>EE+1</b>	<b>EE + Family</b>
3% of 2010 premium, not to exceed	\$11.50	\$25.85	\$32.20
6% of 2011 premium, not to exceed	\$24.80	\$55.85	\$69.50
9% of 2012 premium, not to exceed	\$40.20	\$90.45	\$112.60

This will require us to adopt new administrative procedures such as billing, collection, and reconciliation.

We will continue to explore options that will provide our retirees' quality healthcare at reduced cost to the Authority.

**It is recommended** by Human Resource Officer William Johnstone and staff that the Board authorize staff to proceed with development and implementation of Retiree Health Care Premium Cost Share.

Copies:

Our Legislative Consultant, George M. Carr, will be at the January 14, 2010 HCMA Commission Meeting at HCMA's Administrative Office and will deliver his legislative report for the month of December in person.