

ADVANCED AGENDA
Huron-Clinton Metropolitan Authority
Board of Commissioners Meeting
April 8, 2010, 10:30 am, EST
Indian Springs Metropark
Environmental Discovery Center

1. Chairman's Statement
2. Public Participation
3. Minutes – March 11, 2010
4. Financial Statements – March 2010
5. Vouchers – March 2010
6. Purchases
 1. Fertilizer – All locations ([pg. 1](#))
 2. Turf chemicals – All locations ([pg. 2](#))
 3. Turf biostimulant - All golf courses ([pg. 3](#))
 4. Sodium Hypochlorite – Lower Huron FAC ([pg. 4](#))
 5. Road salt/ice control – Parks with storage sheds ([pg. 5](#))
 6. Tractors – Kensington, Stony Creek, Huron Meadows ([pg. 6](#))
 7. Wheel Loader – Metro Beach ([pg. 7](#))
 8. Wastewater Treatment Plant Operations & Maintenance – Kensington ([pg. 8](#))
7. Reports
 - A. Metro Beach
 1. Bids – Service Area underground fuel tank replacement ([pg. 9](#))
 2. Antique and Collectible Show agreement ([pg. 10](#))
 - B. Indian Springs
 1. Bids – Hike/Bike trail reconstruction ([pg. 15](#))
 - C. Kensington
 1. Proposal – Engineering Design Services, sanitary system improvements ([pg. 16](#))
 - D. Hudson Mills
 1. Bids – Tot Lot redevelopment ([pg. 24](#))
 2. Bids – Tennis court repairs and recoating ([pg. 25](#))
 - E. Lower Huron
 1. Bids – Tennis and basketball court repairs and recoating ([pg. 26](#))
 2. Bids – Culvert replacements, various locations ([pg. 27](#))
 - F. Willow
 1. Bids – Culvert replacement, various locations ([pg. 28](#))
 - G. Lake Erie
 1. Bids – Golf Maintenance Area lot resurfacing ([pg. 29](#))
 2. Bids – Siding and trim repair, Pool Area buildings ([pg. 30](#))

H. Administrative Office

1. Report – HCMA Design Practices for Sustainability ([pg. 31](#))
 2. Status update – Michigan State Fairgrounds ([pg. 38](#))
 3. First Quarter 2010 Appropriation Adjustments ([pg. 39](#))
 4. Investment Policy revisions ([pg. 40](#))
 5. Retiree Healthcare benefits ([pg. 45](#))
 6. Property Divestiture Policy revisions ([pg. 46](#))
 7. Donations (3) ([pg. 52](#))
 8. Legislative report ([pg. 53](#))
8. Director's comments
 9. Commissioners' comments
 10. Motion to adjourn

The next regular Board of Commissioners meeting will be held on Thursday, May 13, 2010 at 10:30am, EDT, at Wolcott Mill Metropark.

A Pension committee meeting will take place at 9:00am.

A Health Care Trust meeting will immediately follow the Pension meeting.

###

TABULATION OF BIDS

ITB-10-023

Fertilizer

All Locations

Bids opened at 1:00 P.M. on March 29, 2010

Scope of Work:

Contract to furnish and deliver various fertilizer products to 10 Metropark locations including 8 golf courses during the 2010 season.

Estimated total value of contracts is \$125,000.00

Bidder	City	Total Line Items Awarded
1. Turfgrass, Inc.	Novi, MI.	7
2. Tri-Turf	Farmington Hills, MI.	8
3. Lesco, Inc.	Cleveland, OH.	4
4. Harrell's LLC	New Hudson, MI	9

RECOMMENDATION: Made by Purchasing Manager Michael and Staff; Prepared by Buyer Ron Smith. It is recommended that a split award be made to the four bidders, Turfgrass, Inc., Tri-Turf, Lesco Inc., and Harrell's LLC, whose commercial grade fertilizers fall within the guidelines of our specifications.

Method of Award: Based on the "best economic value" for each particular golf course and/or park.

Notes:

The Golf Course Superintendents and Maintenance Supervisors are turf professionals and as such have the ability to recognize the best fertilizer for their soil conditions.

INVITATION FOR BIDS WERE POSTED ON MICHIGAN INTER GOVERNMENTAL WEBSITE AND WAS SENT TO 52 REGISTERED SUPPLIERS.

Meeting of April 8, 2010

TABULATION OF BIDS

ITB-10-024

Turf Chemicals

All Locations

Bids opened at 2:00 P.M. on March 29, 2010

Scope of Work:

Furnish, warehouse, deliver, and provide product support to the Metroparks Golf Courses and Grounds Departments for turf chemicals for a contract period of April 15, 2010 through January 31, 2011. Products covered under the contract include fungicides, herbicides, insecticides, and general turf chemicals.

Estimated total value of contracts is \$85,000.00

Bidder	City	Total Line Items Awarded
1. Turfgrass, Inc.	Novi, MI.	25
2. Harrell's	New Hudson, MI	8
3. Helena Chemical Co.	Zeeland, MI	6
4. John Deere Landscapes	Cleveland, OH.	1
5. Tri-Turf	Farmington Hills, MI.	1
6. Great Lakes Turf	Grand Rapids, MI.	0

RECOMMENDATION: Made by Purchasing Manager Michael and Staff; Prepared by Buyer Ron Smith. It is recommended that contracts be awarded to the low bidders, Turfgrass Inc., Harrell's, Helena Chemical Co., John Deere Landscapes and Tri-Turf, for line items as listed above.

Method of Award: Based on low price per line item, meeting specifications.

INVITATION FOR BIDS WERE POSTED ON MICHIGAN INTER GOVERNMENTAL WEBSITE AND WAS SENT TO 50 REGISTERED SUPPLIERS.

TABULATION OF BIDS

RFQ-10-030

Biostimulants/Foliar Feeding

All Golf Courses

Bids opened at 3:00 P.M. on March 30, 2010

Scope of Work:

Furnish, warehouse, deliver, and provide golf course greens biostimulant/foliar feeding products and support for the Metropark Golf Courses for a contract period of April 15, 2010 through August 31, 2010.

Estimated total value of contracts is \$25,000.00

Bidder	City
1. Great Lakes Turf	Grand Rapids, MI.
2. Turfgrass, Inc.	Novi, MI.
3. Tri-Turf	Farmington Hills, MI.
4. Harrell's	New Hudson, MI
5. Helena Chemical Co.	Zeeland, MI
6. John Deere Landscapes	Cleveland, OH.

RECOMMENDATION: Made by Purchasing Manager Michael and Staff; Prepared by Buyer Ron Smith. It is recommended award be made to Great Lakes Turf based on past performance of products supplied. The golf course superintendents have used some of the other available products and found those sold by Great Lakes Turf to provide the best quality greens.

Method of Award: Based on total award.

INVITATION FOR BIDS WERE POSTED ON MICHIGAN INTER GOVERNMENTAL WEBSITE AND WAS SENT TO 59 REGISTERED SUPPLIERS.

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TABULATION OF BIDS

RFQ-10-029

Bulk Sodium Hypochlorite
Lower Huron Metropark, Turtle Cove
 Bids opened at 4 p.m. on March 30, 2010

Scope of Work:

Furnish and deliver Bulk Sodium Hypochlorite from April 15, 2010 through August 31, 2010.
 Approximate quantity is 10,000 gallons.

Bidder	City	Est. Total
1. Northwest Pools, Inc.	Toledo, OH	\$12,800.00
2. Ohio Pool, DBA OP Aquatics.	Strongsville, OH	\$14,900.00
3. Town & Country Pools	Ypsilanti, MI	\$16,500.00
4. Cul-Mac Industries, Inc.	Wayne, MI	\$16,500.00
5. HES, LLC	Detroit, MI	\$35,000.00
6. Chrysan Industries, Inc.	Plymouth, MI	\$37,800.00

RECOMMENDATION: Made by Purchasing Manager Michael and Staff; Prepared by Buyer Ron Smith. It is recommended that a contract be awarded to Northwest Pools, Inc.

Method of Award: Based on total award.

INVITATION FOR BIDS WERE POSTED ON MICHIGAN INTER GOVERNMENTAL WEBSITE AND WAS SENT TO 83 REGISTERED SUPPLIERS.

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TABULATION OF BIDS
Itb-fh-07-08-1520 by the City of Farmington Hills

Road Salt – Contract Extension

Kensington, Stony Creek, Hudson Mills, Metro Beach, and Indian Springs Metroparks

Scope of Work:

Furnish and deliver Road Salt to the various Metroparks as needed during the 2010/2011 season.

Bidder	City, State	Price Per Ton	Estimated Amount
1) Detroit Salt	Detroit, MI	\$47.28	\$47,280.00
2) North American Salt Co.	Overland Park, KS	\$60.77	\$63,808.50
3) Morton Salt, Inc..	Chicago, IL	\$67.77	\$71,158.50

RECOMMENDATION: Made by Buyer Ron Smith and Staff; prepared by Mike Lasley, Director of Central Services, City of Farmington Hills MI, on behalf of the MITN Purchasing Group: Contract extension be made to Detroit Salt on a unit price basis.

Method of Award: Based on total award.

Estimated Usage:	Kensington Metropark	500 ton
	Stony Creek Metropark	250 ton
	Hudson Mills Metropark	100 ton
	Metro Beach Metropark	100 ton
	Indian Springs Metropark	50 ton

TABULATION OF BIDS ITB-10-020

Tractors Metroparks Listed

Bids opened at 2:00 P.M., Wednesday, March 24, 2010

Scope of Work:

Furnish, deliver, and provide two (2) broom tractors and two (2) utility tractors for Kensington, Lower Huron, Stony Creek and Huron Meadows maintenance departments.

<u>Bidders</u>	<u>City</u>	<u>Brand</u>	<u>Amount</u>
Bader & Sons Co.	Tecumseh, MI	John Deere	\$147,582.22
D & G Equipment Inc.	Howell, MI	John Deere	\$146,742.57*
Sell's Equipment Inc.	Woodhaven, MI	John Deere	\$148,499.59
Weingartz Supply Co.	Farmington Hills, MI	John Deere	\$148,916.97
AIS Construction Equipment	Lenox, MI	John Deere	\$151,294.00
Munn Tractor Sales Inc.	Auburn Hills, MI	New Holland	\$46,764.00**

RECOMMENDATION: Made by Purchasing Manager and Staff, Prepared by Purchasing Manager Michael: Award be made to the lowest responsive bidder Bader & Sons Company, 106 N. Occidental Hwy, Tecumseh MI, 48286 and purchase orders be issued to John Deere Company per State of Michigan Contract.

Notes:

- 1) * The broom tractors bid by D & G Equipment do not included the hydraulic pump mounted in the proper location.
- 2) ** Munn Tractor Sales Inc. did not respond to two (2) of the tractors.

INVITATION FOR BIDS WERE POSTED ON MICHIGAN INTER GOVERNMENTAL WEBSITE AND WERE SENT TO 53 REGISTERED SUPPLIERS.

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TABULATION OF BIDS ITB-10-018

Wheel Loader Metro Beach Metropark

Bids opened at 10:00 A.M., Friday, March 12, 2010

Scope of Work:

Furnish, deliver, provide training and include a 7 year preventative maintenance and extended 7 year comprehensive warranty of a 2 yard wheel loader with accessories for the Metro Beach grounds maintenance department. This loader will be used for loading materials, removing debris, plowing snow and other maintenance tasks. It replaces a 1996 John Deere model 444G loader with approximately 5000 hours.

Bidders	City, State	Make/Model	Amount
AIS Construction Equipment Corp.	Lansing, MI	Komatsu WA200-6	\$130,600.00
AIS Construction Equipment Corp.	Lansing, MI	Komatsu WA200-5	\$86,950.00*
Southeastern Equipment Company	Novi, MI	Case 521E	\$123,512.28**
AIS Construction Equipment Corp.	Lansing, MI	JCB416HT	\$127,300.00***
AIS Construction Equipment Corp.	Lansing, MI	Komatsu WA150-6	\$127,600.00***
Grand Equipment Company	Hudsonville, MI	Kawasaki 60ZV-2	\$128,889.00****
Carlton Equipment Company Inc.	Livonia, MI	Doosan DL200	\$129,289.00****
JDE Equipment Company	New Hudson, MI	John Deere 444K	\$132,305.00*****
Michigan Tractor & Machinery	Novi, MI	Cat 924Hz	\$132,944.00
Grand Equipment Company	Hudsonville, MI	Kawasaki 65ZV-2	\$136,044.00
JDE Equipment Company	New Hudson, MI	John Deere 444K	\$137,280.00

RECOMMENDATION: Made by Purchasing Manager and Staff, Prepared by Purchasing Manager Michael: Award be made to the lowest responsive bidder AIS Construction Equipment Corp, 3600 N. Grand River, Lansing, MI, 48906.

Notes:

All bids were based on the best value for life cycle cost, performance of equipment, meeting minimum specifications for construction and warranty.

- 1) *The alternate bid by AIS Construction is a used unit with approximately 2000 hours and a limited 2 year power train warranty.
- 2) **The unit bid by Southeastern Equipment Company did not meet the performance test at demo.
- 3) ***The alternate units bid by AIS Construction and Grand Equipment Company are smaller loaders and does not meet specifications because of the engine size and overall construction.
- 4) ****The unit bid by Carlton Equipment Company did not meet specifications because of the length of warranty was 5 years instead of 7 years.
- 5) *****The alternate bid by JDE Equipment Company has a different type of accessory attachment device that specified.

INVITATION FOR BIDS WERE POSTED ON MICHIGAN INTER GOVERNMENTAL WEBSITE
AND WERE SENT TO 97 REGISTERED SUPPLIERS.

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REQUEST FOR EXTENSION OF CONTRACT

Wastewater Treatment Plant Operation and Maintenance Kensington Metropark

Scope of Work:

Operating and Maintaining Kensington Metropark Wastewater Treatment Plant (WWTP) for Seven Months, April 1, 2010 through October 31, 2010 as per Letter of Quotation dated March 31, 2010

Stantec Consulting

MONTHLY FEE	2,925.00 – 20, 475.00
TERMS	Net 30 Days
SPECIFICATIONS	Okay

RECOMMENDATION: Prepared by Buyer Ron Smith; Made by Purchasing Manager Michael and Staff: Award be made to Stantec Consulting for a contract period of seven (7) months at \$2925.00 per month and \$20,475.00 total annual expenditure.

Stantec's continuation as WWTP Operator is important for assuring proper operation, maintenance and regulatory compliance of the WWTP. Prior to Stantec being retained as WWTP Operator in 2005, MDEQ had issued several non-compliance citations relating to WWTP operation, which Stantec was instrumental in correcting. Stantec also was instrumental in gaining MDEQ approval of a new Groundwater Discharge Permit, which was issued on July 1, 2006. The new MDEQ Discharge Permit includes several additional testing parameters and greater testing frequency of monitoring wells than the previous permit required. Stantec's fee is the same as 2009.

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TABULATION OF BIDS PROJECT NO. 502-100

**Service Area Underground Fuel Tank Replacement
Capital Improvement Project
Metro Beach Metropark
Macomb County, Michigan**

Bids opened at 2:00 P.M., Thursday, March 25, 2010

Scope of Work: Project to include the removal and proper disposal of 2 existing underground fuel storage tanks (USTs) and associated appurtenances at the Park Service Area; include the removal and disposal of up to 100 cubic yards of assumed contaminated material and 1,000 gallons of assumed contaminated groundwater; backfill and compaction of the former UST site; provide new compartmentalized 6,000 gallon aboveground storage tank (AST), concrete pad, restoration, and all incidental work.

The existing USTs are faulty and have evidenced leakage of their primary (inner) tanks and/or secondary containment vessels. As a result, a notice of violation was issued by the Michigan Department of Natural Resources and Environment in December of 2009. In accordance with Staff's report to the Board of Commissioners on January 14, 2010, a project has been initiated to replace the existing USTs with new ASTs, in the total amount of \$90,000.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
1. Dean Marine & Excavating, Inc.	Harrison Township	\$ 87,831.50
2. Matzak, Inc.	Ray Township	\$ 94,400.00
3. Technical Service Professionals, LLC	Livonia	\$112,435.00

Budget Amount for Contract Services (W/O No. 502.05-644M)	\$ 90,000.00
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Proposed Work Order Amount

Contract Amount - Dean Marine & Excavating, Inc. (Rounded)	\$ 88,000.00
Environmental Compliance Services (estimated)	\$ 6,000.00
Contract Administration/ Force Account Work	<u>\$ 2,000.00</u>
Total Proposed Work Order Amount	\$ 96,000.00

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

It is recommended that Contract No. 502-100 be awarded to the low bidder, Dean Marine & Excavating, Inc., in the amount of \$87,831.50.

Note: If a contract is awarded, an appropriation from Reserves in the amount of \$6,000 will be necessary to cover the cost of environmental compliance services as detailed above.

The following contractors obtained bidding documents but did not submit a proposal:

Total Asphalt Paving, Washington Township	Oscar W. Larson Co., Clarkston
Phoenix Environmental, Whitmore Lake	H. Domine Enterprises, Brownstown

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

TO: Jayne Miller, Director
FROM: Dave Moilanen, Deputy Director
DATE: April 8, 2010
RE: Antique and Collectible Show at Metro Beach

Joe and Jackie Pellegrino, of J & J Classic Productions, Inc., have asked to enter into an agreement with HCMA which would allow the corporation to conduct three antique and collectible shows during the 2010 season at Metro Beach Metropark.

The shows would offer antiques and collectibles for sale to the public and would be held on Sunday, June 13; Saturday, August 7; and Saturday, September 18. Vendors at the shows would set up within a designated area of the parking lot at the park. The Pellegrinos anticipate between 100 and 150 vendors would participate in each show and the area for the shows would encompass no more than one quarter of the parking area.

In consideration for using Metro Beach as the site for the shows, J & J Classic Productions would compensate the Metroparks 40 percent of the gross rental space fees. There would be no admission fee to the public for these shows. J & J Classic Productions would also reimburse HCMA for services provided by the park's maintenance employees that are over and above normal operations. Other requirements of the corporation in conducting these shows are stated in the attached contract.

The Pellegrinos are experienced in conducting such shows, although they have never conducted one in an outdoor environment. Some years ago, another show promoter used to contract with HCMA to conduct craft shows at Metro Beach. These were also held in the parking area of the park and they presented no problems for the park staff or other park users.

Park staff believes these antique and collectible shows would bring new people to the park and some additional revenue. A one-year contract would provide a good trial period to determine whether this type of activity and this show promoter are good a fit for Metro Beach and the HCMA.

RECOMMENDATION:

Prepared by Deputy Director Moilanen and made by staff. That the HCMA Board of Commissioners approve entering into the attached one-year agreement with J & J Classic Productions, Inc. for the purposes of conducting three antique and collectible shows at Metro Beach.

A G R E E M E N T**J & J Classic Productions Inc.****Metro Beach Metropark – Antique and Collectible Show**

AGREEMENT made this 8th day of April, 2010 by and between J & J Classic Productions Inc., 35567 Simon Drive, Clinton Township, Michigan 48035, hereinafter known as the First Party, and HURON-CLINTON METROPOLITAN AUTHORITY, 13000 High Ridge Drive, Brighton, Michigan, 48116-8001, a public body corporate created and existing under the laws of the State of Michigan, hereinafter known as the Second Party.

WITNESSETH

1. For the consideration hereinafter set forth, Second Party warrants and grants to First Party the right to use, occupy and operate in the area of Metro Beach Metropark designated as a portion of the Main Parking Lot or additional space, as agreed upon by First Party and the Park Superintendent, for the purpose of conducting a Antique and Collectible Show. The purpose of this show is to offer antiques and collectibles for sale to the public. Such activity to take place on June 13, 2010; August 7, 2010 and September 18, 2010. At the discretion of the Park Superintendent, a reasonable time will be granted before and after such periods to assemble and disassemble the show.
2. The consideration to be paid by First Party to Second Party for the show shall be as follows:
 - 40% of the gross space rental fees (based upon funds collected and or contracts issued; whichever is higher)

Amounts due to the Second Party shall be due and payable no later than seven calendar days later than the end of the show. The Second Party shall have the right to examine the books and records of First Party after the show, to verify the amount of gross space rentals collected by the First Party and space rentals invoiced, if it is deemed necessary by the Second Party. The accountability procedures are subject to the approval of the Second Party. Within 30 days of the event, the First Party must submit a statement from a Certified Public Accountant, certifying the amount of gross admissions collected by the First Party and the amount of space rental charges involved by the First Party, if it is deemed necessary by the Second Party.

3. There is no admission fee for this show.

First Party shall be responsible for:

1. Holding HCMA harmless against all liability arising as a result of this proposal.
2. Providing auxiliary electrical wiring, distribution lines and/or generators required for electrical loads greater than capacity of the existing system. All work shall be performed under the supervision of a journeyman electrician and will equal or exceed state codes.
3. Providing portable toilets in the event that existing toilet facilities are not sufficient.
4. Providing any tents or other equipment which may be used in the conduct of the show.
5. Providing all personnel to operate the show.
6. Providing adequate security within the show area.
7. Clean-up of the grounds and repair of any damage to the area used.
8. The hours of the Antique and Collectible Show shall be determined by agreement with the Park Superintendent but will be at least 8:00AM – 3:00PM.
9. Food service at Metro Beach Metropark is the exclusive right of the food concessionaire. Space will be provided at no charge for food service facilities within the show site as are agreed upon by both parties. No type of food or drink vendors permitted in the show.
10. First Party shall indemnify and hold harmless the Second Party and Commissioners, officers, agents and employees against any and all claims for injury or death of any persons, or for loss, damage or destruction of any personal or real property arising out of or connected in way with operations under this agreement. First Party shall provide, at his sole expense and evidence by a Certificate of Insurance with the following coverages and limits of liability.

Comprehensive General Liability Insurance:

(To include "Products" and Contractual Liability Coverage)

Bodily Injury Liability -	\$1,000,000 Each occurrence \$1,000,000 Aggregate
Property Damage Liability -	\$1,000,000 Each occurrence \$1,000,000 Aggregate

Comprehensive Automobile Liability Insurance:

Bodily Injury Liability -	\$ 250,000 Each person \$ 500,000 Each occurrence
Property Damage Liability -	\$1,000,000 Each occurrence
Worker's Compensation & Employers' Liability -	Statutory Coverages

In addition, the HURON-CLINTON METROPOLITAN AUTHORITY shall be named as "Additional Insured". The Certificate of Insurance shall also provide that the HURON-CLINTON METROPOLITAN AUTHORITY will be given written notice at least ten (10) days prior to any material change in or cancellation of insurance policy. The Certificate of Insurance will be delivered to the second Party not later than two weeks in advance of the shows. Upon written demand of the Second Party, the First Party or its insurers will assume the defense of any claim described herein which may be made the subject of a court action.

11. It is further agreed that the First Party shall reimburse the Second Party the following amounts for services provided by maintenance employees:

- a. Full Time Employee at \$50.42 per hour
- b. Seasonal Employee at \$12.32 per hour and \$18.48 overtime

IN WITNESS WHEREOF, the Parties have executed the Agreement the day and year first above written.

WITNESS

**HURON-CLINTON
METROPOLITAN AUTHORITY**

BY: _____

Harry E. Lester, Chairman

AND: _____

Anthony V. Marrocco

Date

J & J CLASSIC PRODUCTIONS INC.

Joseph Pellegrino

Jacqueline Pellegrino

Date

TABULATION OF BIDS PROJECT NO. 515-10D

**Hike/Bike Trail Reconstruction
Capital Improvement Project
Indian Springs Metropark
Oakland County, Michigan**

Bids opened at 2:00 P.M., Thursday, March 25, 2010

Scope of Work: Project includes the reconstruction of approximately 1.2 miles of 10' wide hike-bike trail with 3-1/2" bituminous mixture including approximately 7,000 square yards of bituminous crushing and shaping and site restoration. Project is the last phase of a 3-phase effort to replace the existing deteriorated hike-bike trail surface.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
1. T & M Asphalt Paving, Inc.	Milford	\$121,839.00
2. Cadillac Asphalt, LLC	Clarkston	\$128,996.10
3. Ace Asphalt and Paving Company	Flint	\$131,864.50
4. Best Asphalt, Inc.	Romulus	\$138,569.50
5. F. Allied Construction, Inc.	Clarkston	\$139,167.80
6. Pro-Line Asphalt Paving Corporation	Washington	\$141,571.85
7. Total Asphalt Paving, Inc.	Washington Twp.	\$163,042.00
8. D & H Asphalt Company, Inc.	Hamburg	\$179,459.07
9. ABC Paving Company	Trenton	\$186,656.00
10. S&J Sealer Co. dba S&J Asphalt Paving Co.	Canton	\$192,172.50
Total Budget Amount, Contract Services and Administration		\$160,000.00
Proposed Work Order Amount		
Contract Amount - T & M Asphalt Paving, Inc. (Rounded)		\$ 122,000.00
Contract Administration/ Force Account Work		<u>\$ 8,000.00</u>
Total Proposed Work Order Amount		\$ 130,000.00
Funds to be Returned to Reserve Account		\$ 30,000.00

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

It is recommended that Contract No. 515-10D be awarded to the low bidder, T & M Asphalt Paving, Inc., in the amount of \$121,839.00. It is further recommended that \$30,000 of Capital Improvement funds be returned to the Reserve Account as detailed above.

The following contractors obtained bidding documents but did not submit a proposal:
S.A. Torello Demolition, Port Huron Dynasty Paving, Washington

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PROPOSAL

**Engineering Design Services
Sanitary Sewer Improvements, Wastewater Treatment Plant Decommissioning
Kensington Metropark
Oakland County, Michigan**

As reported at the March 11, 2010 meeting of the of the Board of Commissioners, the engineering firm of Stantec, Inc. was retained in July of 2009 to provide preliminary engineering services for a project to improve the sanitary sewer system in Kensington Metropark. The project will include repairs and upgrades of existing elements of the system, including two pump stations and existing sewer main; construction of a new force main under Kent Lake; construction of a new force main to connect into the Southeast Milford Township Sewer Interceptor; and decommissioning of the existing wastewater treatment plant.

The preliminary engineering services included an evaluation of alternatives for the proposed transmission system; the providing of a basis of design for pump station improvements and equalization; performance of a condition assessment of certain portions of the existing system; definition of the scope of the project; preparation of an estimate of cost; and the providing of a basis of design for final engineering.

As reported in the past, the Authority agreed in 2004 to be specially assessed to connect into Milford Township's sewer system in the amount of \$197,121. Connection to the Milford Township system will allow the Authority to decommission its existing, obsolete wastewater treatment plant (WWTP) that serves Kensington Metropark. The Michigan Department of Environmental Quality (MDEQ) re-issued the groundwater discharge permit for the Kensington WWTP on June 11, 2009, with the understanding that the Authority will connect into the Milford Township system as soon as possible.

Stantec's preliminary engineering study concluded that the existing 6" force main under Kent Lake should be replaced due to its age and deterioration; and it identified upgrades and repairs needed to the existing Maple Beach and East Boat Launch Pump Stations, as well as other components of the system. The study also identified a preliminary route and design for the approximately 9,000-foot force main connecting the Kensington sewer system into the Milford system. The general scope and cost of the project is currently estimated to be as follows, based on Stantec's February, 2010 preliminary engineering study.

Connection to Milford System – Construction Costs

<u>Item</u>	<u>Estimated Cost</u>
East Boat Launch Pump Station – Pump System Upgrades	\$231,000
Pump Station Equalization Basin	\$119,000
Wastewater Treatment Plant Decommissioning	\$135,000
New Force Main from Pump Station to Milford System	<u>\$474,000</u>
Subtotal	\$959,000

Connection to Milford System – Assessment and Connection Costs

<u>Item</u>	<u>Cost</u>
Special Assessment (actual paid in 2004, based on 65 REUs at \$3,032.63 per REU, as per 09/27/04 SA Agreement)	\$197,121
Connection Fee (estimated, based on 65 REUS at \$3,850 per REU, to be paid at time of connection)	<u>\$250,250</u>
Subtotal (rounded)	\$447,000

Repair/ Replacement of Existing System

<u>Item</u>	<u>Estimated Cost</u>
New Force Main Under Kent Lake	\$218,000
East Boat Launch Pump Station Repairs (not including Pump System Upgrades shown above)	\$299,000
East Boat Launch Pump Station Repairs	<u>\$272,000</u>
Subtotal	\$789,000
Total Cost, incl. Improvements, Repairs and Connection	<u>\$2,195,000</u>

As a critical component of park infrastructure having a replacement cost in excess of \$200,000, project funding through our Supplemental Major Maintenance Reserve Account is recommended.

At Staff's request, Stantec, Inc. has submitted the attached proposal dated March 30, 2010 to provide engineering design services for the Sanitary Sewer Improvement/ WWTP Decommissioning project. Stantec will provide these services at their standard hourly rates for the total estimated amount of \$226,000. Stantec has in-depth knowledge of the sewer and WWTP system in Kensington Metropark. Stantec has provided operational services for the system in Kensington, and they have also provided consulting services for our WWTP permitting, for many years.

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

It is recommended that the Board of Commissioners accept the proposal from Stantec, Inc. to provide engineering design services at their standard hourly rates for the estimated amount of \$226,000 in accordance with their March 30, 2010 proposal. It is further recommended that funding for these services be provided through the Authority's Supplemental Major Maintenance Reserve Account.

Meeting of April 8, 2010



Stantec Consulting Michigan Inc.
 3959 Research Park Drive
 Ann Arbor MI 48108-2216
 Tel: (734) 761-1010
 Fax: (734) 761-1200

Stantec

March 30, 2010
 File: 207599000

Huron Clinton Metropolitan Authority
 Administrative Offices
 P.O. Box 2001
 13000 High Ridge Drive
 Brighton, Michigan 48114-9058

Attention: Mr. Michael Arens, PE

Dear Mr. Arens:

Reference: Sanitary Sewer System 2010 Improvements

PROJECT BACKGROUND AND UNDERSTANDING

Huron Clinton Metroparks Authority (HCMA) retained Stantec Consulting Michigan (Stantec), to perform a feasibility analysis and develop a preliminary design basis for specific improvements related to the Kensington Metropark Wastewater Treatment Plant (WWTP) and associated sewer collection system. Stantec submitted a report dated February 2010 to HCMA (2010 Report) summarizing its findings and recommendations. Details on methodologies, assumptions, findings, and funding sources are discussed throughout this report. Stantec's 2010 report evaluated the following:

- Construction of a new forcemain to redirect flows from the existing Park's WWTP to the Milford interceptor.
- Implementation of necessary improvements to the Park's main pump station (East Boat Launch Station) to facilitate the transport of flows to the Milford interceptor.
- Decommissioning of the existing WWTP.
- Condition of the Maple Beach Pump Station 6-inch forcemain which currently runs under Kent Lake.
- Condition of two of the Park's pump stations (East Boat Launch and Maple Beach pump stations).

Based on the feasibility as well as constructability analysis of items listed above, the 2010 Report proposed the following improvements:

- Connect the existing sewer collection to the Milford sewer system by upgrading the pumping system at the East Boat Launch Pump Station, abandon the existing wastewater treatment plant, and constructing a new forcemain.
- Replace the Maple Beach Forcemain with a new parallel main.
- Implement architectural, electrical and pumping improvements at the East Boat Launch and the Maple Beach Pump Stations.

HCMA is interested in having Stantec Consulting Michigan Inc. (Stantec) provide engineering services related to the design and construction of the above listed improvements.

March 30, 2010
Mr. Michael Arens, PE
Page 2 of 5

Reference: Sanitary Sewer System 2010 Improvements

In light of the above, Stantec provides below a work plan to address the design, permitting, bidding, and construction of all the recommended improvements in the 2010 report.

WORK PLAN

To undertake this work, we envision performing the following tasks:

Task 1 - Design Phase

- Coordinate with HCMA on Topographic Survey.
- Provide a preliminary horizontal pipe layout for review by HCMA to get final confirmation of the new forcemain route.
- Coordinate with HCMA on the geotechnical exploration (i.e. soil borings along the proposed forcemain routes and at the East Launch Pump Station).
- Prepare construction bid documents, including design plans and technical specifications.
- Coordinate permits, including Michigan Department of Natural Resources and Environment (DNRE), Part 41, and County.
- Submit for Owner review Contract Documents at 50% and 90% completion milestones.
- Update Engineer's opinion of Probable Construction Cost at the 50% and 90% stage of work.
- Attend two design review meetings with HCMA and prepare related meeting minutes.
- Coordinate with Milford Township Engineer (HRC) with respect to Township design requirements.

Task 2 - Bidding Phase

- Provide electronic copies of plans and specifications for HCMA to assemble into Contract Documents and procure construction bids.
- Attend one construction pre-bid meeting.
- Assist HCMA during the bidding process in answering bidder questions and preparing bid addendum, if necessary.
- Review construction bids and make recommendation for award.

Task 3 - Construction Phase

- Attend one preconstruction meeting.
- Coordinate construction staking with HCMA.
- Perform site visits and attend regularly scheduled progress meetings (bi-weekly).

March 30, 2010
Mr. Michael Arens, PE
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Reference: Sanitary Sewer System 2010 Improvements

- Review the Contractor's shop drawing submittals.
- Assist HCMA in preparing responses to Contractor's Requests for Information (RFIs).
- Assist HCMA in preparation of Contract Change Orders.
- Assist HCMA in project finalization, including:
 - Equipment Startup.
 - Final review of Contractor's work in preparation of the project punch list.
 - Prepare electronic copies of the as-built drawings based on marked-up plan changes provided HCMA and the Contractor.

SIGNIFICANT ASSUMPTIONS

- Stantec will utilize HCMA's Standard General Conditions and Standard Construction Document Template.
- HCMA will:
 - Perform topographic survey and construction staking.
 - Coordinate with Milford Township with respect to connecting into the Southeast Milford Interceptor System.
 - Coordinate with the Oakland County Road Commission (OCRC) with respect to working within OCRC road right-of-way and related permitting.
 - Coordinate with pipeline companies with respect to easements across pipeline easements.
 - Coordinate with the Edw. C. Levy Co. with respect to easements across the Levy property.
 - Assemble Construction Bid Documents with specifications provided by Stantec.
 - Coordinate and facilitate the preconstruction meeting.
 - Review insurance and bonds submitted by the Contractor.
 - Process and issue Contractor's pay requests.
 - Perform construction observations with support from Stantec.
 - Pay for all permit fees, if any.
- Stantec to perform up to twenty (20) four (4) hour site visits throughout the duration of this project.
- Attend up to eight (8) two (2) hour progress meetings during construction.

March 30, 2010
Mr. Michael Arens, PE
Page 4 of 5

Reference: Sanitary Sewer System 2010 Improvements

- As-builts will be developed utilizing HCMA's and Contractor's marked up plans.
- The geotechnical investigation will be completed as follows:
 - Stantec preparing a soil boring plan.
 - HCMA soliciting bids, retaining and coordinating geotechnical services.
 - Stantec integrating results of geotechnical services into the design plans.
 - The geotechnical investigation will include at a minimum: Two (2) soil borings drilled to a depth of 35 feet on each side of Kent Lake
 - Twenty (20) soil borings drilled to a depth of 15 feet along the East Boat Launch Pump Station Forcemain (within HCMA's and Levy's properties).
 - One (1) Soil borings drilled to a depth of 35 feet at the East Boat Launch Pump station.
- If any easements are identified as needed upon HCMA's authorization, Stantec can prepare the necessarily sketch and descriptions for a fee of \$800 per easement.
- Wetland delineation will not be required.
- Construction material testing will be conducted by the Contractor.
- Two (2) design meetings with the HCMA will be performed during the design phase.
- Attend one meeting with Milford Staff to discuss meter pit requirements.
- All improvements will be bid out as one contract.

SCHEDULE

Stantec values the importance of minimizing the impacts on the Park's operations. Therefore, Stantec suggests that construction of the proposed improvements be executed during off season, i.e. between October and May. Stantec developed a schedule that endeavors to minimize impacts on the Park's operations:

<u>ACTION</u>	<u>NO LATER THAN</u>
Initiate Project	May 1, 2010
50% Contract Document (plans/specs)	July 15, 2010
90% Contract Document (plans/specs)	August 25, 2010
Bidding	September 1, 2010
Contract Award	October 8, 2010
Start Construction	November 1, 2010
Substantial Completion	April 30, 2011

Stantec

March 30, 2010
Mr. Michael Arens, PE
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Reference: Sanitary Sewer System 2010 Improvements

BUDGET

We propose to perform the above work scope on an estimated time and materials fee basis. The estimated fee would be \$226,000. This fee can further be broken down as follows:

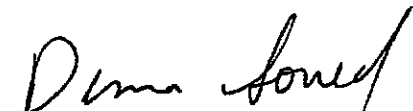
Task 1	Design Phase	\$172,000
Task 2	Bid Phase	\$5,000
Task 3	Construction Phase	<u>\$49,000</u>
TOTAL		\$226,000

If you are in agreement with this proposal, a Change Order can be prepared for your execution.

Thank you again for the opportunity to provide you with this work plan. Please do not hesitate to contact us if you have any questions, or require more information.

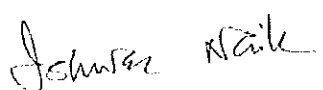
Sincerely,

STANTEC CONSULTING MICHIGAN INC.



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Attachment: 2010 Fee Schedule

c. Walid Al-Ani, Stantec
Mark Pascoe, Stantec



Stantec

2010 Fee Schedule

Title	Hourly Rate	Description
Technician	\$46 - \$52	<ul style="list-style-type: none"> • Entry-level position • Works under the supervision of a senior professional • Recent graduate from an appropriate post-secondary program or equivalent • Generally, less than four years experience
Engineering Assistant Construction Technician Environmental Technician	\$58 - \$71	<ul style="list-style-type: none"> • Junior-level position • Independently carries out assignments of limited scope using standard procedures, methods and techniques • Assists senior staff in carrying out more advanced procedures • Completed work is reviewed for feasibility and soundness of judgment • Graduate from an appropriate post-secondary program or equivalent • Generally, four years work experience
Senior CADD Technician Project Engineer Designer Senior Engineering Designer	\$77 - \$92	<ul style="list-style-type: none"> • Fully qualified professional position • Carries out assignments requiring general familiarity within a broad field of the respective profession • Makes decisions by using a combination of standard methods and techniques • Actively participates in planning to ensure the achievement of objectives • Works independently to interpret information and resolve difficulties • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, six years experience
Senior Designer Senior Project Engineer Project Manager	\$100 - 118	<ul style="list-style-type: none"> • First level supervisor of first complete level of specialization • Provides applied professional knowledge and initiative in planning and coordinating work programs • Adapts established guidelines as necessary to address unusual issues • Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, nine years experience
Senior Project Manager Associate Registered Surveyor	\$128 - \$148	<ul style="list-style-type: none"> • Highly-specialized technical professional or supervisor of groups of professionals • Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise • Participates in short and long range planning to ensure the achievement of objectives • Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures • Reviews and evaluates technical work • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, ten years experience with extensive, broad experience
Principal	\$155 - \$210	<ul style="list-style-type: none"> • Senior level consultant or management function • Recognized as an authority in a specific field with qualifications of significant value • Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise • Independently conceives programs and problems for investigation • Participates in discussions to ensure the achievement of program and/or project objectives • Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, fifteen years experience with extensive professional and management experience
Survey Crew	\$147	

TABULATION OF BIDS PROJECT NO. 508-10I

**Tot Lot Redevelopment
Capital Improvement Project
Hudson Mills Metropark
Washtenaw County, Michigan**

Bids opened at 2:00 P.M., Thursday, March 25, 2010

Scope of Work: Work to include the furnishing and installation of new play equipment, providing of new wood fiber play surfacing, concrete access ramps, and all incidental construction. Park Forces to demolish and recycle salvaged material from existing play equipment. Existing play equipment and surfaces are deteriorated, outmoded and not in compliance with current US Consumer Product Safety Commission standards.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
1. Michigan Recreation Construction, Inc.	Brighton	\$ 93,322.75
2. 5 Leprechauns, LLC	Jackson	\$ 95,967.88
3. Saf [®] Play Services, Inc.	Highland	\$ 96,683.00
4. Flat Rock Construction, Inc.	Brooklyn	\$103,575.75
5. A.R. Brouwer Company, LLC	Dexter	\$118,841.43
6. WCI Contractors, Inc.	Detroit	\$127,590.00
Total Budget Amount, Contract Services and Administration		\$ 94,000.00
Proposed Work Order Amount		
Contract Amount - Michigan Recreation Const., Inc. (Rounded)		\$ 94,000.00
Contract Administration/ Force Account Work		<u>\$ 4,000.00</u>
Total Proposed Work Order Amount		\$ 98,000.00

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

It is recommended that Contract No. 508-10I be awarded to the low bidder, Michigan Recreation Construction, Inc., in the amount of \$93,322.75.

Note: If a contract is awarded, an appropriation from Reserves in the amount of \$4,000 will be necessary to cover Contract Administration/ Force Account costs as detailed above.

The following contractors obtained bidding documents but did not submit a proposal:

Best Asphalt, Romulus	ABC Paving Company, Trenton
D & J Contracting, Clinton Twp.	Robert L. Johnson Construction, Jackson

Meeting of April 8, 2010

TABULATION OF BIDS

**Tennis Court Repairs and Recoating
Major Maintenance Project
Hudson Mills Metropark
Washtenaw County, Michigan**

Scope of Work:

Provide cleaning, crack filling, repairs and recoating of tennis courts at Hudson Mills Metropark. Existing court surfaces are deteriorated, cracked and in need of recoating.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
1. Arnt Asphalt Sealing, Inc.	Benton Harbor	\$12,695.00
2. Southeastern Michigan Sealants, Inc.	Harrison Twp.	\$18,327.50
Total Budget Amount for Contract Services and Administration		\$10,000.00
Proposed Work Order Amount		
Contract Amount - Arnt Asphalt Sealing, Inc. (Rounded)		\$13,000.00
Contract Administration		<u>\$ 1,000.00</u>
Total Proposed Work Order Amount		\$14,000.00

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

It is recommended that the Board of Commissioners authorize issuance of a purchase order to the low bidder, Arnt Asphalt Sealing, Inc., in the amount of \$12,695.00.

Note: If a purchase order is authorized, an appropriation in the amount of \$4,000 will be necessary to cover the difference between low bid and Budget Amount plus contract administration.

Bids were solicited from the following contractors who declined to submit a bid:
Goddard Coatings, Inc.

Meeting of April 8, 2010

TABULATION OF BIDS

**Tennis and Basketball Court Repairs and Recoating
Major Maintenance Project
Lower Huron Metropark
Wayne County, Michigan**

Scope of Work:

Provide cleaning, crack filling, repairs, basketball goal re-setting, and recoating of tennis and basketball courts at Lower Huron Metropark. Existing court surfaces are deteriorated, cracked and in need of recoating and repairs.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
1. Arnt Asphalt Sealing, Inc.	Benton Harbor	\$12,415.00
2. Southeastern Michigan Sealants, Inc.	Harrison Twp.	\$18,513.00
Total Budget Amount for Contract Services and Administration		\$16,000.00
Proposed Work Order Amount		
Contract Amount - Arnt Asphalt Sealing, Inc. (Rounded)		\$13,000.00
Contract Administration		<u>\$ 1,000.00</u>
Total Proposed Work Order Amount		\$14,000.00

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

It is recommended that the Board of Commissioners authorize issuance of a purchase order to the low bidder, Arnt Asphalt Sealing, Inc., in the amount of \$12,415.00.

Bids were solicited from the following contractors who declined to submit a bid:
Goddard Coatings, Inc.

Meeting of April 8, 2010

TABULATION OF BIDS

**Culvert Replacements – Various Locations
Major Maintenance Project
Lower Huron Metropark
Wayne County, Michigan**

Scope of Work:

Remove and replace 8 culverts at various roadway locations in Lower Huron Metropark; sizes and lengths vary. Include removal and replacement of existing culverts and headwalls, removal and replacement of aggregate base and asphalt pavement. Existing corrugated metal pipe culverts are deteriorated and at risk of failure.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
1. Faro Contracting, Inc.	Southgate	\$26,420.00
2. Earthworks Concrete & Excavating, LLC	Maybee	\$29,050.00
3. Wayne Contracting and Environmental, Inc.	Manchester	\$41,714.00
4. Fonson, Inc.	New Hudson	\$42,956.50
5. Eric Christman & Sons, Inc.	Belleville	\$50,415.00
Total Budget Amount for Contract Services and Administration		\$51,000.00
Proposed Work Order Amount		
Contract Amount - Faro Contracting, Inc. (Rounded)		\$27,000.00
Contract Administration/ Force Account Work		<u>\$ 2,000.00</u>
Total Proposed Work Order Amount		\$29,000.00

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

It is recommended that the Board of Commissioners authorize issuance of a purchase order to the low bidder, Faro Contracting, Inc., in the amount of \$26,420.00.

Meeting of April 8, 2010

TABULATION OF BIDS

**Culvert Replacements – Various Locations
Major Maintenance Project
Willow Metropark
Wayne County, Michigan**

Scope of Work:

Remove and replace 4 culverts at various roadway locations in Willow Metropark; sizes and lengths vary. Include removal and replacement of existing culverts and headwalls, removal and replacement of aggregate base and asphalt pavement. Existing corrugated metal pipe culverts are deteriorated and at risk of failure.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
1. Faro Contracting, Inc.	Southgate	\$15,300.00
2. Earthworks Concrete & Excavating, LLC	Maybee	\$18,500.00
3. Wayne Contracting and Environmental, Inc.	Manchester	\$25,854.00
4. Fonson, Inc.	New Hudson	\$29,024.00
5. Eric Christman & Sons, Inc.	Belleville	\$30,330.00
Total Budget Amount for Contract Services and Administration		\$53,000.00
Proposed Work Order Amount		
Contract Amount - Faro Contracting, Inc. (Rounded)		\$16,000.00
Contract Administration/ Force Account Work		<u>\$ 2,000.00</u>
Total Proposed Work Order Amount		\$18,000.00

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

It is recommended that the Board of Commissioners authorize issuance of a purchase order to the low bidder, Faro Contracting, Inc., in the amount of \$15,300.00.

Meeting of April 8, 2010

TABULATION OF BIDS PROJECT NO. 712-10B

**Golf Maintenance Area Lot Resurfacing
Major Maintenance Project
Lake Erie Metropark
Wayne County, Michigan**

Bids opened at 2:00 P.M., Thursday, March 25, 2010

Scope of Work: Work to include the reconstruction of approximately 2,850 square yards of bituminous parking lot, including bituminous crushing and shaping, placement of approximately 360 tons of bituminous mixture, and restoration and incidental work. Existing asphalt lot is deteriorated and failing.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
1. Best Asphalt, Inc.	Romulus	\$35,833.75
2. Nagle Paving Company	Novi	\$36,385.00
3. ABC Paving Company	Trenton	\$36,420.00
4. T & M Asphalt Paving, Inc.	Milford	\$37,206.00
5. S&J Sealer Co. dba S&J Sealer Paving Co.	Canton	\$38,282.50
6. Pro-Line Asphalt Paving Corporation	Washington	\$38,692.60
7. Total Asphalt Paving, Inc.	Washington Township	\$39,968.00
8. The Jeffery Company	Trenton	\$41,715.00
9. Barrett Paving Materials, Inc.	Ypsilanti	\$51,078.25
Total Budget Amount for Contract Services and Administration		\$52,000.00
Proposed Work Order Amount		
Contract Amount - Best Asphalt, Inc. (Rounded)		\$36,000.00
Contract Administration		<u>\$ 4,000.00</u>
Total Proposed Work Order Amount		\$40,000.00

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

It is recommended that a contract be awarded to the low bidder, Best Asphalt, Inc., in the amount of \$35,833.75.

The following contractor obtained bidding documents but did not submit a proposal:
Dynasty Paving, Washington

Meeting of April 8, 2010

TABULATION OF BIDS

Siding and Trim Repairs, Pool Area Buildings
Major Maintenance Project
Lake Erie Metropark
Wayne County, Michigan

Scope of Work: Replace tongue-and-groove gable and soffit siding with high-durability fiber-cement siding material, repair and replace fascia and trim on the Food Bar building; replace trim, clean and paint siding material on the Tot Lot Comfort Station. Existing siding and trim is deteriorated and failing.

<u>Contractor</u>	<u>City</u>	<u>Total</u>
1. Ginnard Quality Construction, Inc.	Novi	\$21,955.00
2. Dohany Home Improvements, Inc.	Farmington Hills	\$26,786.40
3. McGlinch & Sons, Inc.	Farmington Hills	\$27,957.00
Total Budget Amount for Contract Services and Administration		\$34,000.00
Proposed Work Order Amount		
Contract Amount - Best Asphalt, Inc. (Rounded)		\$22,000.00
Contract Administration/ Force Account Work		<u>\$ 4,000.00</u>
Total Proposed Work Order Amount		\$26,000.00

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

It is recommended that a Purchase Order be issued to the low bidder, Ginnard Quality Construction, Inc. in the amount of \$21,955.00.

REPORT

Project Design Practices for Sustainability Huron-Clinton Metropolitan Authority

At the March 11, 2010 meeting of the Board of Commissioners, Staff was directed to provide information regarding alternative paving methods for handling stormwater in an environmentally sound manner. Director Miller stated that Staff would prepare a report on current practices in HCMA's Engineering and Planning departments which implement sustainable design, not just with respect to pavements, but involving a range of facilities in the HCMA.

Accordingly, Staff has prepared the attached report entitled, "HCMA Design Practices for Sustainability" for the Board's review. As indicated in the report, HCMA's Engineering and Planning staff have developed a number of practices or approaches to project development, covering a variety of facilities across the park system.

Some of these practices have gained widespread application, while some have only been applied on a limited or pilot basis, and still others are only being considered at this time for future implementation. These practices are applied on a case-by-case basis, and the design approach may vary based on unique factors relating to the site, the project, available alternatives, and the relative advantages and disadvantages of the particular design approach. Some practices have been in place for many years, while others have only recently been implemented.

Also, no one solution will fit all cases. Solutions which may be successfully applied elsewhere may not be suited to the Metroparks, and vice-versa. Moreover, it must be understood that while there are many areas in the Metroparks where we may claim success in achieving sustainable goals, there are many other areas where we have only scratched the surface. Opportunities continually present themselves as sustainable solutions to design issues, and we remain open to their consideration.

Sustainable project design is only one area of a broader sustainability initiative in the Metroparks. Director Miller is in the process of creating a sustainability work team to assess the Metropark's approach and practices with respect to sustainability. This effort will examine our sustainability practices as they relate to capital improvement and major maintenance projects, resource stewardship, environmental protection, vehicle and other commodity procurement and use, and daily operational practices with the goal of establishing sustainability protocols and practices for the entire organization.

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

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

Meeting of April 8, 2010

Design Practices for Sustainability Huron-Clinton Metropolitan Authority

In recent years, Engineering and Planning have developed a number of design practices relating to asset construction, repair, reconstruction and redevelopment, which achieve certain sustainability goals. Those goals include energy efficiency, use and reuse of sustainable/ recycled/ recyclable materials, resource conservation, best management practices, and pollution prevention. These practices are not hard and fast rules but rather are general approaches to projects, made on a case-by-case basis. They are subject to change based on experience, available technology and current industry practice.

These design practices typically have one or more of the following characteristics. They:

- Are relatively easy to incorporate into projects without additional project cost.
- Take advantage of the natural systems and features of the Metroparks.
- Are readily incorporated into projects due to the repair/ replacement/ redevelopment nature of the project.
- Apply to capital improvement, major maintenance and/or minor projects.
- Avoid complex, costly or unproven technologies or methods that may not have as high a probability of success in comparison with lower-cost, less complex, or more-proven methods that accomplish the same goals.
- Attempt to minimize life-cycle cost.
- Take advantage of special incentives, grants, rebates or credits.

General design practices are identified by asset type as listed below. Some practices are regularly applied to projects involving their facility type in recent years. Others have been applied on a pilot project basis and require further evaluation before they are applied on a widespread basis; alternatively, opportunities for their application may be limited in the Metroparks. Regularly-applied practices are denoted by a (1), while pilot projects or those with limited application are denoted by a (2). Also shown are practices or concepts that are planned for development in future projects.

Pavements

Road and Parking Lot Construction/ Reconstruction

- Pulverize/ recycle in place existing bituminous, if determined to be beyond repair or overlaying, to reinforce existing base and avoid off-site disposal. (1)
- Incorporate recycled material in aggregate and bituminous material in accordance with MDOT specifications. (1)
- Evaluate for pavement area reduction. (1)
- Incorporate additional green space and vegetation. (1)
- Maximize use of biological systems to remediate pollution in stormwater runoff. (1)
- Minimize underground storm sewer facilities; provide for surface conveyance of stormwater where possible. (1)

- Improve associated stormwater facilities and management:
 - o Detention facilities: ditch improvement, native planting basins, vegetative swales (1)
 - o Improve rainwater dispersion (1)
 - o Culvert repair; improve erosion and sedimentation controls, filtration measures (1)
 - o Develop natural, aesthetically-designed pond systems that improve habitat and water quality, where space is available (e.g. Lower Huron Turtle Cove, Indian Springs EDC (2)
- Evaluate for surfacing with aggregate material, depending on maintainability and level of use. (2)
- Incorporate stormwater management facilities: Vortex units, stormceptors, etc., where available land area does not permit lower-cost alternatives such as detention basins. (2)

Hike-Bike Trails

- Minimize disturbance of natural areas. (1)
- Make use of surrounding native vegetative systems that can absorb runoff. (1)
- Incorporate habitat restoration in disturbed areas where possible. (1)
- Incorporate recycled material in aggregate and bituminous material in accordance with MDOT specifications. (1)

Walk/ Plaza Area Development/ Redevelopment

- Evaluate for pavement area reduction. (1)
- Incorporate vegetative swales and rain gardens. (1)
- Incorporate recycled material in aggregate and bituminous material in accordance with MDOT specifications. (1)
- Minimize underground storm sewer facilities; provide for surface conveyance of stormwater where possible. (1)

Future Plans or Considerations

- Monitor and evaluate the performance of new and innovative products and systems implemented in the region for applicability in the Metroparks, including:
- Porous pavements (in areas not susceptible to potential subsurface contamination due to vehicle oil/ fuel spills, and where added pavement maintenance cost is acceptable).
- Alternative pavement construction technologies which reduce impact on the environment (e.g. warm-mix asphalt).

Utilities/ Support Facilities

Pumpage Systems

- Improve energy efficiency. (1)

- Develop limited SCADA capabilities. (2)

Water Systems

- Cap and abandon unused or minimal-use wells where maintenance is an issue. (1)
- Connect to municipal water systems where possible (e.g. Stony Park Office). (2)

Wastewater Systems

- Clean, inspect and repair sanitary sewer systems on a regular, preventative maintenance basis. (2)
- Eliminate septic systems and connect to municipal sewer systems where possible (e.g. Kensington WWTP, Lower Huron East Bend). (2)

Exterior Lighting Systems

- Provide activation of lighting systems using photocells and timers. (1)
- Evaluate for use of LED lighting systems in lieu of HID systems where possible. (2)
- Evaluate for elimination of exterior lighting capacity where possible. (2)

Vehicle Fueling Facilities

- Replace USTs with ASTs on a prioritized schedule. (1)
- Evaluate USTs for elimination where possible. (2)

Maintenance Facilities

- Eliminate illicit drain connections to storm systems. (1)
- Provide sediment/ oil interceptors on floor drain connections to sanitary sewer. (1)
- Equip vehicle wash facilities with filtration/ interceptor systems. (1)
- Provide compressed air cleaning alternatives to wash water systems for turf equipment. (1)
- Provide proper material storage facilities for chemicals, hazardous materials and road salt. (1)

Future Plans or Considerations

- Energy audit of pumpage, electrical motor and power systems.
- Provide vehicle wash water recycling systems where municipal sanitary connections are not available (e.g. Kensington Service Building and proposed Park Service facility at Huron Meadows).
- Place the following asset types on a comprehensive facility management program to reduce energy costs, reduce potential risk to the environment and minimize life-cycle cost:
 - o Pavements
 - o Pumpage systems

- Water and sanitary sewer systems
- Septic Systems
- HVAC/ boiler systems
- Electrical/ power/ lighting systems
- USTs/ AST/s

Site/ Natural Area/ Resource Developments

Bank/ Shoreline Erosion Control

- Incorporate native plantings and habitat restoration areas. (1)
- Evaluate for “soft engineering” applications. (2)

Open Areas

- Minimize high-maintenance and mowed areas. (1)
- Prescribed burn program. (1)

Play Areas/ Site Furnishings

- Incorporate recycled plastic/ composite materials in site furnishings, boardwalk railings, etc., which provide longer life and a more user-friendly surface. (1)
- Incorporate recycled/ recyclable material in playground equipment and surfacing (including recycled tire material and engineered wood fiber), as has been the industry standard for over a decade. (1)

Golf Irrigation Systems

- Incorporate superior water management controls in irrigation system design. (2)

Future Plans or Considerations

- Evaluate public use of maintained turf areas to verify need for continued maintenance.
- Alternative power generating demonstration windmills at select locations (e.g. Wolcott Mill Farm).
- Resource development/ improvement partnerships (farmland conversion at Wolcott Mill; marsh restoration at Metro Beach and Lake Erie; wetland banking/ development- various locations; hydropower restoration at Flat Rock Dam).

Stormwater Facilities

Stormwater Controls/ BMPs

- Apply stormwater controls and BMPs as required in limited areas under HCMA's Phase 2 Jurisdictional Permit throughout the system. (1)
- Refer to online Phase 2 Stormwater permit for details, available online at www.metroparks.com.

Detention/ Retention Facilities

- Develop detention facilities with naturalized contours, created emergent wetland areas and provide native plantings (e.g. Indian Springs EDC, Lower Huron Turtle Cove, Kensington I-96 Detention Facility). (2)

Future Plans or Considerations

- Include high-quality stormwater management features in future parking area and site developments/ redevelopments (e.g. Martindale Beach, Metro Beach lots).

Buildings

- Develop designs that reflect and are compatible with natural surroundings of the park. (1)
- Incorporate and showcase natural/ sustainable materials. (1)
- Utilize LEED criteria for sustainability design guidance; target a LEED rating, even if LEED certification is not obtained (e.g. Indian Springs EDC, Stony Nature Center, Kensington Golf Starter Building). (1)
- Incorporate natural lighting and ventilation to the greatest extent possible. (1)
- Balance considerations of durability, cost, materials and design efficiency to provide long asset life, and minimal operational and maintenance. (1)
- Include high-performance insulation systems as part of roof replacement projects where practical (typically metal roof and low-slope roof projects). (1)
- Retrofit lighting and power systems in existing facilities on a prioritized schedule. (2)
- Incorporate automated controls (to an extent appropriate for effective maintenance) into building systems to provide safe, efficient and environmentally-sound system operation. (2)
- Incorporate alternative power or HVAC systems, where the system provides proven cost savings and an acceptable payback of initial investment. (2)
- Reduce excess building area (e.g. Stony Eastwood Bathhouse).
- Incorporate motion detectors, photocells and timers to actuate light fixtures and ventilation equipment in intermittent use areas, to better match occupancy demand (e.g. comfort station and rest room areas). (2)
- Provide photovoltaic systems on facilities where their value as demonstration projects can be publicly displayed (e.g. golf cart storage facilities). (2)

Future Plans or Considerations

- Continue energy audit of existing facilities (e.g. RETAP program)

- Develop programs for improving staff awareness of small-scale energy-saving opportunities which can yield significant benefits: caulking, sealing, insulation, addressing utility leaks, etc.
- Evaluate facilities for excess area or capacity as part of overall facility redevelopment program (e.g. Stony Baypoint Beach; Kensington Martindale Beach).



HURON-CLINTON METROPOLITAN AUTHORITY INTER-OFFICE COMMUNICATION

TO: Board of Commissioners

FROM: Jayne Miller, Director

DATE: April 8, 2010

RE: Michigan State Fairgrounds Update

This memo serves as an update on the Michigan State Fairgrounds Project. HCMA staff is continuing to perform due diligence on this property. Over the past month, staff has been engaged in the following activities:

- On March 16 the Michigan State Fairgrounds (MSF) Committee met. Staff shared the following information with the committee. Board members concurred with the activities and direction of staff work.
 - Completed work
 - Identified zoning of property as B4 which includes recreational use.
 - Award of contract to Smith Group for facility condition assessment.
 - Review of past three-year history of State Fair and Fairgrounds financial data.
 - Work in process
 - Identifying groups to engage and work with on public engagement process.
 - Continuing to collect information from State on the State Fair and Fairgrounds.
 - Exploration of partnerships and funding options.
 - Facility condition assessments being completed by Smith Group.
 - Miller-Canfield is preparing a draft RFP for Phase I, Phase II and BEA work for staff review and issuance of a formal RFP.
 - Developing scope of services for underground utility assessment.
 - Laying out public engagement process for the end of April to get input on what Detroit and surrounding residents would like to see at Fairgrounds, if a Metropark were to be established at Fairgrounds.
 - Identifying elements of work for a feasibility study and development of a business plan.
- On March 22, Jayne Miller and Commissioners Harry Lester and Peter Walters met with Mayor Bing, Sue Carnell and George Jackson regarding the Fairgrounds. Commissioner Walters explained the 60 day review and assessment period that the HCMA is undertaking on the Fairgrounds and indicated that he expects the Board to take action on the Fairgrounds site at the May Board meeting. Commissioner Walters also explained that discussion and exploration of other potential Metropark sites in Detroit would need to wait until the Board takes action in May. Director Miller discussed the April public engagement process and potential confusion to the public if additional public meetings are going to be held on the possibility of other Metropark sites in Detroit. (Subsequent to this discussion, Commissioners Lester, Walter and Hertel determined that it would be prudent to hold off on the April public meetings.)
- Planning staff is reviewing the 2006 Detroit Recreation Department Strategic Master Plan for park and recreation opportunities at the Fairgrounds.

Staff anticipates scheduling a MSF Committee meeting for late April.

###

To: David Wahl, Controller
 From: Rebecca Franchock, Chief Accountant
 Subject: 2010 Budget Appropriations - 1st Quarter
 Date: March 31, 2010

In order to maintain compliance with line item appropriation limits, periodic reviews have been made of the Budgetary Expenditure accounts. As a result of these reviews, and subsequent to review by yourself and the Director, these appropriation adjustments have been recorded.

\$62,200 of the \$97,100 in General Fund appropriation adjustments made represent funds transferred between accounts.

Appropriations totaling \$34,900 were made from the General Funds Reserve for Future Contingencies account as follows:

1. \$ 1,500 Represents donations received by the Authority.
2. \$ 9,000 Administrative Office lighting retrofit
3. \$ 14,300 Unanticipated facility repairs
4. \$ 10,100 Major equipment repair budgeted in 2009 operations.
- \$ 34,900

Appropriated funds totalling \$209,300 were returned to the Reserve for Future Contingencies account as follows:

1. \$ 1,900 Favorable experience on the unemployment reimbursement
2. \$197,400 Correction of three 2009 Major Maintenance work in progress projects inadvertently appropriated from the Reserve for Future Contingencies Account in January 2010.
3. \$ 10,000 Capital Improvement Fence project that came in under budget by \$10,000.
- \$209,300

A net of \$174,400 was returned to the Reserve for Future Contingency account.

Major Maintenance

Administrative Office	\$ 15,000
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Equipment

Indian Springs	600
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Operations

Metro Beach	600
Kensington	7,700
Lower Huron	1,200
Hudson Mills	12,900
Stony Creek	5,700
Willow	6,900
Lake Erie	2,600
Indian Springs	2,000
Huron Meadows	11,200
Administrative Office	30,700

Total Appropriation Adjustments

<u>\$ 97,100</u>

Recommend Board of Commissioners approval of the above appropriation adjustments.


 David Wahl



HURON-CLINTON METROPOLITAN AUTHORITY INTER-OFFICE COMMUNICATION

TO: Board of Commissioners

FROM: David L. Wahl, Controller

SUBJECT: HCMA Investment Policy Revision

DATE: March 29, 2010

The Authority's Investment Policy as approved by the Board of Commissioners on July 11, 2002 permits investments in: (1) savings accounts/pooled investment funds, (2) Certificates of Deposit, and (3) U.S. Treasury/Agency notes. Currently, investments are placed with a Board-approved listing of 16 banks based on Fitch Bank Rating Service criteria subject to the following limits:

1. Ratings of excellent (1/A) or above average (2/B) - \$5,000,000;
2. Ratings of average (3/C) - \$3,000,000;
3. Ratings of below average (4/D) or extremely troubled (5/E) are not permitted.

Maturities of Certificates of Deposit are limited to one year, while U.S. Treasury/Agency issues are limited to five-year maturity. There is no aggregate limit on the amount that can be invested in U.S. Treasury/Agency issues.

In order to provide more flexibility in Authority investments and encourage local development funds, a revised Investment Policy is attached. Changes included in this revised policy are:

1. Updates approved banking institution listing (reflects mergers/acquisitions);
2. Permits investments into two listed credit unions that are rated a) superior/excellent up to \$500,000 and b) good/adequate up to the National Credit Union Administration (NCUA) deposit insurance coverage limit (currently \$250,000 through 2013);
3. Permits investments into banks that are rated below average (4/D) up to the Federal Deposit Insurance Corporation (FDIC) deposit insurance coverage limit (currently \$250,000 through 2013).

It is recommended by Controller Wahl and Staff that the attached revised Investment Policy be approved.

Respectfully submitted,


 David L. Wahl, Controller

DLW:sb
Attachment

**HURON-CLINTON METROPOLITAN AUTHORITY
INVESTMENT POLICY
APRIL 1, 2010**

PURPOSE

It is the policy of the Huron-Clinton Metropolitan Authority (the Authority) to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow needs of the Authority and comply with all state statutes governing the investment of public funds.

SCOPE

This investment policy applied to the investment of funds of the Huron-Clinton Metropolitan Authority exclusive of its employee retirement system and retiree health care trust funds.

OBJECTIVES

The primary objectives in priority order, of the Authority's investment activities shall be:

Safety of principal is the foremost objective of the Authority's investment program. Accordingly, the investments of Authority funds shall be undertaken to insure the preservation of capital in the overall portfolio.

The Authority's investment program will be structured in a manner which will provide the liquidity necessary to pay Authority obligations as they become due.

The investments will be diversified by institutions in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

The investment portfolio shall be designed to obtain a market average rate of return on all investments throughout economic cycles, taking into account the Authority's investment risk constraints as imposed by the safety objectives, amount limitations outlined in this policy and the cash flow characteristics of the Authority.

The Authority seeks to encourage local economic development in the five-county district of Livingston, Macomb, Oakland, Washtenaw and Wayne counties.

All investment officials in the investment process shall seek to act in a reasonable and prudent manner as custodians of the public trust. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

AUTHORIZATION

Act No. 20 of the Public Acts of 1943, as amended (Act No. 20), provides that the governing body of a political subdivision may authorize its treasurer or other chief fiscal officer to invest surplus funds as provided in Section 1 (1) of Act No. 20. Act 367 of 1982 (Act No. 367), provides that a local unit may enter into a contract with a financial institution to place surplus funds into an investment pool. Further, the Bylaws of the Authority, as amended June 18, 2009, provide that the Controller shall deposit funds as directed by the Board of Commissioners.

Accordingly, overall responsibility for the day-to-day management of the Authority's investment program is hereby delegated to the Controller. The Controller shall manage the investment program in accordance with this investment policy.

In the absence of the Controller, the Chief Accountant acting in concurrence with the Director and the Treasurer of the Board of Commissioners may exercise investment decisions in accordance with this investment policy.

INVESTMENTS

Investments of the Authority shall be scheduled to coincide with projected cash flow needs and shall be limited to instruments maturing within one year at the time of purchase. Investments in U.S. Treasury Notes and Federal Agency Securities will be permitted up to a five-year maturity. In accordance with Section 1 (1) of Act No. 20 and the provisions of this policy, the following authorized investments are approved for Authority investments:

1. Savings accounts;
2. Certificates of Deposit;
3. U.S. Treasury Bills/Notes;
4. Federal Agency Securities (FHLB, FNMA, FHLMC, etc.);
5. Financial institution pooled investment funds.

All security transactions entered into by the Authority shall be on a cash basis. Securities will be held in safekeeping and evidenced by a safekeeping receipt.

INSTITUTIONS

The Authority shall maintain a listing of financial institutions which are approved by the Board of Commissioners for investment purposes. A financial institution must meet the following requirements to be eligible for use as an investment medium for Authority funds:

1. Must satisfy the requirements of Act No. 20 and Act No. 367 (requiring Board of Commissioners approval of investment contract).
2. Must be insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).
3. The institution must be incorporated under the laws of the State of Michigan or of the United States.

4. The institutions principle office or branches must be located within the five-county district of Livingston, Macomb, Oakland, Washtenaw or Wayne counties. Greater consideration will be given to institutions whose parent holding company is also located within the five-county district.
5. Fitch Bank and Bauer Financial ratings will be reviewed and updated quarterly.

INVESTMENT AMOUNTS

The Controller, based on the Authority's cash flow needs and within the guidelines of this policy, shall invest funds after obtaining competitive bids from all approved institutions.

The following maximum aggregate limits will apply to Certificate of Deposit investments with approved bank institutions based on the Fitch Bank Rating Service:

1. Ratings of excellent (1/A) or above average (2/B) limited to \$5,000,000;
2. Rating of average (3/C) limited to \$3,000,000;
3. Rating of below average (4/D) limited to Federal Deposit Insurance Corporation (FDIC) deposit insurance coverage limit;
4. Rating of extremely troubled (5/E) will not be permitted for any Authority investments.

The following maximum aggregate limits will apply to Certificate of Deposit investments with approved credit unions based on Bauer Financial Rating Service:

1. Ratings of superior (☆☆☆☆) or excellent (☆☆☆☆) limited to \$500,000;
2. Ratings of good/adequate (☆☆☆) limited to National Credit Union Administration (NCUA) deposit insurance coverage limit;
3. Ratings of problematic (☆☆) or troubled (☆) will not be permitted for any Authority investments.

In accordance with the above rating criteria limits and cash flow needs a minimum of \$100,000 shall be maintained with each approved institution. Due to the short-term nature of funds held in savings, checking, depository and pool investment accounts, the above aggregate maximum limits would not apply. There is no limit on the amount of funds that may be invested in U.S. Treasury Bills/Notes or agency issues.

ADOPTED ON: April 8, 2010

HURON-CLINTON METROPOLITAN AUTHORITY
Board of Commissioners

Harry E. Lester, Chairman

Anthony V. Marrocco, Secretary

Gregory J. Almas, Executive Secretary

HURON-CLINTON METROPOLITAN AUTHORITY
Approved Institutions for Huron-Clinton Metropolitan Authority Investments
APRIL 1, 2010

	BANKS	RATING*
1.	Bank of America	C/D
2.	Comerica Bank	B/C
3.	Community Central Bank	5.0
4.	Citizens Bank	D/E
5.	Fidelity Bank	5.0
6.	Fifth Third Bank	C
7.	First Independence National Bank	4.5
8.	First State Bank	4.0
9.	Flagstar Bank	4.5
10.	Huntington Banks	C
11.	J.P. Morgan/Chase	B
12.	Oxford Bank	5.0
13.	PNC (National City)	B
14.	The Private Bank	4.0
15.	TCF Bank	B/C

* Fitch Bank ratings as of 9/30/2009.

	CREDIT UNIONS	RATING**
1.	Michigan First	☆☆☆☆☆
2.	Public Service	☆☆☆

**Bauer Financial ratings as of 12/31/2009.



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

TO: Jayne Miller

FROM: Bill Johnstone
Dave Moilanen
Greg Almas
Dave Wahl

DATE: April 8, 2010

RE: Retiree Health Care

As you may recall, at our January meeting the Board approved staff to “explore options that will provide our retirees’ quality healthcare at reduced cost.” We have investigated several health plan options and are recommending that we switch to a Medicare Advantage plan offered by Blue Cross Blue Shield. This plan provides benefit coverage that is equivalent to our active employees. Additionally, the monthly per member cost provides sufficient savings to the Authority such that we are not recommending we implement a premium cost share by the retiree at this time.

Current Plan per Member/Month	\$537.78
MA Plan per Member/Month	<u>\$272.24</u>
Savings per Member/Month	\$265.54

The implementation of this change would be July 1, 2010. Prior to July 1, we will have meetings and informational mailings for all of our retirees.

It is recommended by Human Resource Officer William Johnstone and staff that the Board authorizes staff to proceed with implementation of the Medicare Advantage plan offered by Blue Cross Blue Shield for July 1, 2010.

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

TO: Jayne Miller, Director
FROM: Greg Almas, Executive Secretary
DATE: April 8, 2010
RE: Proposed Revised Property Divestiture Policy

Attached is the proposed revised Property Divestiture Policy and Procedure pursuant to discussion held at the March 11, 2010 Board of Commissioners meeting. For convenience, also attached are the current applicable policies, BC P2 and BC P3.


Generally, the proposed revised policy supports and clarifies current practices. However, you will note, the standing practice to sell property for \$1.00 to governmental agencies for emergency services has been revised to allow for up to a 50 percent discount of appraised value.

Gregory J. Almas
Executive Secretary

RECOMMENDATION:

Made by Executive Secretary and staff. It is recommended that the Board of Commissioners approve the amended Property Divestiture Policy and Procedure as presented.

PROPOSED

	HURON-CLINTON METROPOLITAN AUTHORITY		EFFECTIVE DATE: 04/08/2010	BC P2
	BOARD OF COMMISSIONER POLICY		07/11/02 Proceeds from Land Divestiture 07/18/2004 Property Divestiture Procedure	
	PROPERTY DIVESTITURE POLICY and PROCEDURE		PREPARED BY: Gregory J. Almas, Executive Secretary/Chief, HR	

I. PURPOSE

The Huron-Clinton Metropolitan Authority (Authority) is owner of substantial real property which is used for the development of public parks for recreation as well as the protection of valuable natural resources. As public service needs change, certain parcels may be deemed in excess of the Authority's current and future needs.

The purpose of this policy is to:

- 1) Provide direction for the divestiture of real estate including, requests for proposals (RFP), negotiated sale or exchange of property, and
- 2) Establish conditions under which the Authority owned real estate property may be leased.

II. POLICY

It is the Authority's policy to manage real estate assets so that park and recreational services are properly implemented and managed. It is not the Authority's intention to speculate in real estate.

Real property which was purchased with HCMA General Fund monies shall not be divested except in accordance with this policy

When evaluating properties for divestiture, the Authority shall review and take into consideration how properties were purchased and any restrictions on those properties. This includes but is not limited to property that was donated, willed or deeded to the Authority; property that was purchased with grants or loans with accompanying restrictions; and property that otherwise has conditions.

If a property is not needed for park and recreational use within the foreseeable future and is not environmentally or culturally significant it may be made available for sale or long-term lease.

If a property is not currently needed but will be needed for park and recreational use at a future time and is not environmentally or culturally significant it may be leased in the interim.

The Authority shall optimize the sale price of excess lands that have "development potential." However, additional consideration shall be given to those proposals conforming with or beneficial to the Authority's mission to provide for public recreation and natural resource protection. The Authority will cooperate with local municipalities and neighbors in determining acceptable land uses and maintaining influence over developments adjacent to Authority lands.

Discounts shall not be negotiated for parcels with "development potential" unless an extraordinary need is recognized by the HCMA Board of Commissioners.

Property sold or leased to governmental agencies for public services conforming with or beneficial to the Authority's mission to provide for public recreation and natural resource protection may be discounted up to 50 percent of appraised value. Sales shall include deed restrictions on use and reversion rights to repurchase the property.

The principal and interest received from the sale of land by HCMA shall be appropriated for the future land acquisition needs of the Authority.

III. PROCEDURE

When considering the sale of properties, the Authority shall contact the residing local unit of government to ascertain interest in purchasing the property, their concern regarding its sale and the potential zoning of the property.

Notice of properties proposed for sale by the Authority shall be provided to property owners within 500 feet of the property.

The Authority has the following divestiture options: requests for proposals, negotiated sale and leasing.

A. REQUEST FOR PROPOSALS

The Request for Proposals (RFP) procedure applies to divestiture of "high development potential" properties, with the following protocols:

1. The HCMA staff shall initiate identification of an "excess parcel(s)" for Board consideration.
2. An appraisal (MAI) shall be obtained considering the designated future land use as the criteria for valuation.
3. A team consisting of HCMA Executive Secretary; HCMA Chief Planner; HCMA Chief of Natural Resources; HCMA Director; HCMA Commissioner from the county where the "excess parcel(s)" is located, and Qualified Real Estate Consultant (Licensed Real Estate Broker in the state of Michigan), shall meet and review facts and weigh advisability to proceed.
4. Prepare a RFP for the sale of the property. The RFP will be posted in the classified section of the local newspaper and other appropriate publications. The Real Estate Consultant will forward the RFP to parties interested in purchasing the property.
5. The Real Estate Consultant will interview all interested buyers who have replied to the RFP and will identify and interview additional potential interested parties.
6. The Real Estate Consultant will produce preliminary presentation reports for review by the Team, including the qualifications, experience and examples of similar developments as well as the details of the proposals from the interested buyers.
7. The Real Estate Consultant shall schedule presentation meetings between the Team and the selected potential purchasers, and municipalities if necessary. The presentation should include a minimum of two or more buyers and uses for the Team to select from.
8. The team shall prepare a presentation to the HCMA Board of Commissioners and request their approval to proceed to develop a sales contract with the selected purchaser.
9. Following Board approval of the sales contract, the closing of the sale will be scheduled and the team shall participate, if necessary, to complete any issues that remain after the Board's direction to sell.

GENERAL ISSUES

The Real Estate Consultant shall be supervised by the HCMA Director and HCMA Executive Secretary, and shall be responsible for assembling reports, scheduling meetings and reporting progress in a timely manner.

The Real Estate Consultant shall act as the "Selling Real Estate Broker" of record when required.

The Real Estate Consultant shall be compensated as follows: 3 percent of the transaction value due and payable upon closing.

In the case that the Authority withdraws from a transaction, the Real Estate Consultant shall be paid 0.2 percent (2 tenths of one percent) of the appraised value of the parcel. The minimum fee of the Real Estate Consultant shall be \$5,000.

B. NEGOTIATED SALE

Negotiated transactions may be approved under the following conditions:

1. When a sale to a contiguous owner would correct a site deficiency.
2. When another governmental, public or quasi public agency submits an acquisition proposal which benefits the Authority or its patrons. Such agencies shall include, but not limited to, federal, state, county, local agencies, school districts, special districts and regulated utility companies.
3. When qualified non-profit institutional organizations offer to purchase Authority owned land at fair-market value and the proposed development would conform with or be beneficial to the Authority mission. Such agencies shall include, but not limited to, community service organizations. Such sales shall include deed restrictions on use and reversion rights to repurchase the property.
4. When a property has been offered by RFP and no acceptable offer was received.
5. Real property exchange may be negotiated when such exchange is to the benefit of the Authority.

C. LEASING


- 1) Short-term leases may be negotiated for properties not currently needed but will or may be needed in the future. Short-term leases include, but are not limited to, farm leases or lease back arrangements with sellers of real property to the Authority. In such cases, rent shall cover, at a minimum, all taxes, fees and administrative costs.
- 2) Long-term leases may be negotiated for properties in areas of uncertain future development or for properties, where the Authority desires to retain control over development and use of the property.
- 3) Long-term leases may be also negotiated for utilities beneficial to park users or the community. These may include, but are not limited to, cell tower, gas and oil companies. In such cases, rent shall be based on a fair rate of return commensurate with the designated parcel use.

Above is true statement of approved Board of Commissioners Policy

Board Executive Secretary : Gregory J. Almas

Signature: _____ Date: _____

CURRENT

	HURON-CLINTON METROPOLITAN AUTHORITY		EFFECTIVE DATE: 07/08/04	BC P2
	BOARD OF COMMISSIONER POLICY		SUPERCEDES POLICY DATED: 05/01/03	
	PROPERTY DIVESTITURE PROCEDURE		PREPARED BY: Michael G. Magee, Board Secretary	

INTRODUCTION:

The Board of Commissioners approved the following procedure for divesting of excess H.C.M.A. lands that have "development potential" at their regular Board meeting on July 8, 2004.

While this procedure applies to relatively large tracts of developable land, the notification requirements of items 4 and 5 will apply to all properties proposed for sale by the Authority.

Further, this procedure has been developed to maximize revenue generation while cooperating with neighbors and local municipalities in determining acceptable land uses and maintaining influence over developments adjacent to Metropark lands.

PROCEDURE:

1. The H.C.M.A. Staff shall initiate identification of an "excess parcel(s)" for Board consideration.
2. An appraisal (MAI) shall be obtained with future land use in mind.
3. A Team consisting of H.C.M.A. Secretary; H.C.M.A. Chief Planner; H.C.M.A. Chief of Natural Resources; H.C.M.A. Director; H.C.M.A. Commissioner from the county where the "excess parcel(s)" is located, and Qualified Real Estate Consultant (Licensed Real Estate Broker in the State of Michigan), shall meet and review facts and weigh advisability to proceed.
4. Contact the local unit of government where the property is located to ascertain their possible interest in purchasing the property, their concerns regarding its sale, and the potential zoning of the property.
5. Provide notice of the potential offering of the property for sale to all property owners within 500 feet of the property.
6. Prepare a Request for Proposals (RFP's) for the sale of the property. The RFP will be posted in the classified section of the local newspaper and other appropriate publications. The Real Estate Consultant will forward the RFP to parties interested in purchasing the property.
7. Real Estate Consultant will interview all interested buyers who have replied to the RFP and will identify and interview additional potential interested parties.
8. Real Estate Consultant will produce preliminary presentation reports for review by the Team, including the qualifications, experience and examples of similar developments as well as the details of the proposals from the interested buyers.
9. Real Estate Consultant shall schedule presentation meetings between the Team and the selected potential purchasers, and municipalities if necessary (plan to have 2 or more buyers and uses for the Team to select from).
10. The Team shall prepare a presentation to the H.C.M.A. Board of Commissioners and request their approval to proceed to develop a sales contract with the selected purchaser.
11. Following Board approval of the sales contract, the closing of the sale will be scheduled and the Team shall participate, if necessary, to complete any issues that remain after the Board's direction to sell.

GENERAL ISSUES:

The Real Estate Consultant shall be supervised by the H.C.M.A. Director and H.C.M.A. Secretary, and shall be responsible for assembling reports, scheduling meetings and reporting progress in a timely manner.

The Real Estate Consultant shall act as the "Selling Real Estate Broker" of record when required.

The Real Estate Consultant shall be compensated as follows: 3% of the transaction value due and payable upon closing.

In the case that H.C.M.A. withdraws from a transaction, the Real Estate Consultant shall be paid 0.2% (2 tenths of one percent) of the appraised value of the parcel. The minimum fee of the Real Estate Consultant shall be \$5,000.00.

Above is true statement of approved Board of Commissioners Policy	
Board Secretary: Michael G. Magee	
Signature: _____	Date: _____
Page 50 of 80	
Director: Gary C. Bartsch	
Signature: _____	Date: _____

CURRENT



HURON-CLINTON METROPOLITAN AUTHORITY BOARD OF COMMISSIONER POLICY	EFFECTIVE DATE: 07/11/02	BC P3
	SUPERCEDES POLICY DATED:	
PROCEEDS FROM LAND DIVESTITURE	PREPARED BY: Gregory J. Almas, Secretary/Chief, HR	

The principal and interest received from the sale of land by the Huron-Clinton Metropolitan Authority shall be appropriated for the future land acquisition needs of the Authority.

Above is true statement of approved Board of Commissioners Policy

Board Secretary: Gregory J. Almas

Signature: _____ Date: _____

Director: Gary C. Bartsch

Signature: _____ Date: _____



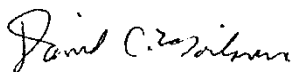
**HURON-CLINTON METROPOLITAN AUTHORITY
INTER-OFFICE COMMUNICATION**

TO: Jayne Miller
FROM: Dave Moilanen
DATE: April 5, 2010
RE: Donations for April HCMA Board of Commissioners meeting

The following donations were received through March 31 for the April 8, 2010 Board of Commissioners meeting:

- A large wingchair and ottoman donated by Christina Letzring to be used at the Indian Springs Environmental Discovery Center for Santa programs.
- Miscellaneous office supplies donated by Debbie Moser to be used for interpretive programs and administrative duties at Wolcott Mill Farm Learning Center.
- Nine prize baskets used for give-a-ways at the March 27 Oakwoods Easter Egg Scramble donated by Kathe and Mike Anetzberger.

In accordance with our policy on donations over \$200, this will be submitted to our Board of Commissioners for approval at the April 8, 2010 meeting.


David C. Moilanen
Deputy Director

RECOMMENDATION:

Made by Deputy Director Moilanen and staff. It is recommended that the Board of Commissioners formally accept the above donations and that a letter of appreciation be sent to the donors.

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March 31, 2010

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

Dear Chairman Lester:

Today the Governor signed a four bill package enacting the State Park Passport Program to fund the Michigan State Park system. Patterned on the Montana state park program the new funding mechanism will employ a \$10 per vehicle check-off option upon license plate renewal for Michigan drivers. The new provisions take effect October 1, 2010 and had a rough ride through the Legislature.

Faced with an April 1, 202 "sunset" of the current state park funding mechanism the House and Senate finally worked out a final four bill bipartisan package just prior to the Spring recess. Neither the Speaker of the House or Senate Majority Leader endorsed the plan but both allowed the final votes to proceed. For over a year the new plan has been plagued with opposition from road and transportation interests as well as questions about sufficient participation by car owners.

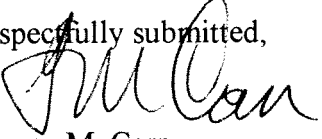
The new law has a hybrid "opt-in" mechanism requiring an affirmative election by the registrant for passport coverage on each vehicle. The new law also has a strange "catch all" provision. If no election is made by the registrant, and the \$10 fee is included in payment, then the intent of the registrant is assumed to enroll the vehicle in the program. During the various hearings on the package it was revealed that "opt-in" programs generally suffer from lower consumer participation.

Therefore, the new vehicle license plate registration forms from the Michigan Secretary of State implementing the program could prove pivotal to the program's success. Since a majority of Michigan car owner's renew registrations by mail or the internet there will be no one to discuss the program or consumer options beginning October 1st. With a \$100 fine for entering a state park or launching a boat without paying the fee the first full summer park season in 2011 could prove interesting.

A small portion of the new revenues will eventually be available for local government park grants. By example, if participation in the program reaches 50% of all registered vehicles, the state-wide local grant portion would be approximately \$2.4 million per year.

Copies of the new laws are just making it onto the legislative information system and should be available by the April Commission meeting. The Legislature will return to full sessions on Tuesday, April 13th.

Respectfully submitted,



George M. Carr

Enc:

**STATE OF MICHIGAN
95TH LEGISLATURE
REGULAR SESSION OF 2010**

**Introduced by Reps. Warren, Meekhof, Espinoza, Bennett, Young, Scripps, Miller, Lipton, Roberts, Smith,
Bauer, Robert Jones, Valentine, Leland and Cushingberry**

ENROLLED HOUSE BILL No. 4677

AN ACT to amend 1994 PA 451, entitled “An act to protect the environment and natural resources of the state; to codify, revise, consolidate, and classify laws relating to the environment and natural resources of the state; to regulate the discharge of certain substances into the environment; to regulate the use of certain lands, waters, and other natural resources of the state; to prescribe the powers and duties of certain state and local agencies and officials; to provide for certain charges, fees, assessments, and donations; to provide certain appropriations; to prescribe penalties and provide remedies; and to repeal acts and parts of acts,” by amending sections 78101, 78105, and 83106 (MCL 324.78101, 324.78105, and 324.83106), section 78101 as amended by 2006 PA 466 and sections 78105 and 83106 as amended by 2004 PA 587, and by adding section 78119.

The People of the State of Michigan enact:

Sec. 78101. As used in this part:

- (a) “Commercial motor vehicle” means that term as defined in section 74101.
- (b) “Commission” means the Michigan state waterways commission.
- (c) “Department” means the department of natural resources.
- (d) “Designated state-operated public boating access site” means a state-operated public boating access site designated under section 78105(2).
- (e) “Director” means the administrative director of the commission.
- (f) “Diesel motor fuel” means any liquid fuel used in the operation of engines of the diesel type in motor vehicles or watercraft.
- (g) “Gasoline” means gasoline, casing head or natural gasoline, benzole, benzine, and naphtha. Gasoline also means any liquid prepared, advertised, offered for sale, sold for use as, or used for, the generation of power for the propulsion of motor vehicles or watercraft, including any product obtained by blending together any 1 or more products of petroleum, regardless of their original names or characteristics, with or without other products, unless the resultant product obtained is entirely incapable of use for the generation of power for the propulsion of motor vehicles or watercraft. Gasoline does not include diesel fuel, liquefied petroleum gas, or commercial or industrial naphthas or solvents manufactured, imported, received, stored, distributed, sold, or used exclusively for purposes other than as a fuel for motor vehicles or watercraft.

(h) "Harbor" means a portion of a lake or other body of water either naturally or artificially protected so as to be a place of safety for watercraft, including contrivances used or designed for navigation on water and used or owned by the United States.

(i) "Harbor facilities" means the structures at a harbor constructed to protect the lake or body of water and the facilities provided within the harbor and ashore for the mooring and servicing of watercraft and the servicing of crews and passengers.

(j) "Inland lake or stream" means that term as defined in section 30101.

(k) "Liquefied petroleum gas" means gases derived from petroleum or natural gases that are in the gaseous state at normal atmospheric temperature and pressure, but that may be maintained in the liquid state at normal atmospheric temperature by suitable pressure.

(l) "Marina" means a site that contains harbor facilities.

(m) "Motor vehicle" means that term as defined in section 74101.

(n) "Navigable water" means any waterway navigable by vessels, or capable of being made navigable by vessels through artificial improvements, and includes the structures and facilities created to facilitate navigation.

(o) "Nonresident motor vehicle" means that term as defined in section 74101.

(p) "Person" includes any individual, partnership, corporation, association, or body politic, except the United States and this state, and includes any trustee, receiver, assignee, or other similar representative of those entities.

(q) "Public boating access site" means a publicly owned site for the launching of recreational watercraft.

(r) "Recreation passport fee" means that term as defined in section 2001.

(s) "Resident motor vehicle" means that term as defined in section 74101.

(t) "Retail fuel dealer" includes any person or persons, both private and municipal, who engage in the business of selling or distributing fuel within this state.

(u) "Secretary of state" means the secretary of state of this state, acting directly or through a duly authorized deputy, investigators, agents, and employees.

(v) "Vessel" means all watercraft except the following:

(i) Watercraft used for commercial fishing.

(ii) Watercraft used by the sea scout department of the boy scouts of America chiefly for training scouts in seamanship.

(iii) Watercraft owned by this state, any political subdivision of this state, or the federal government.

(iv) Watercraft when used in interstate or foreign commerce and watercraft used or owned by any railroad company or railroad car ferry company.

(v) Watercraft when used in trade, including watercraft when used in connection with an activity that constitutes a person's chief business or means of livelihood.

(w) "Watercraft" means any contrivance used or designed for navigation on water, including, but not limited to, any vessel, ship, boat, motor vessel, steam vessel, vessel operated by machinery, motorboat, sailboat, barge, scow, tugboat, and rowboat, but does not include contrivances used or owned by the United States.

(x) "Waterway" means any body of water.

(y) "Waterways account" means the waterways account of the Michigan conservation and recreation legacy fund provided for in section 2035.

Sec. 78105. (1) The department shall have the following powers and duties:

(a) To acquire, construct, and maintain harbors, channels, and facilities for vessels in the navigable waters lying within the boundaries of this state.

(b) To acquire, by purchase, lease, gift, or condemnation the lands, rights of way, and easements necessary for harbors and channels. For the purposes of this subdivision, the department shall be considered a state agency under 1911 PA 149, MCL 213.21 to 213.25.

(c) To acquire, by purchase, lease, gift, or condemnation suitable areas on shore for disposal of the material from dredging.

(d) To enter into any contracts or agreements that may be necessary in carrying out this part, including agreements to hold and save the United States free from damages due to the construction and maintenance by the United States of those works that the United States undertakes.

(e) To provide for the granting of concessions within the boundaries of harbors, so as to furnish the public gas, oil, food, and other facilities.

(f) To represent this state and the governor in dealings with the chief of engineers of the United States army and his or her authorized agents for the purposes set forth in this part.

(g) To charge fees for both seasonal and daily moorage at state-operated small craft mooring facilities. All revenues derived from this source shall be deposited in the waterways account.

(h) To collect the proceeds from the sale of marine fuel at harbors operated by the department. The proceeds from the sales shall be credited to the waterways account and used for the purchase of marine fuel supplies as may be needed. Any remaining revenue from this source not needed for the purchase of marine fuel supplies may be expended in the same manner as other funds within the waterways account.

(2) The director shall designate state-operated public boating access sites that shall not be entered by a resident motor vehicle unless the recreation passport fee has been paid or by a nonresident or commercial motor vehicle unless a pass purchased under subsection (3) is affixed to the motor vehicle as described in section 78119.

(3) The department shall charge fees for passes authorizing seasonal or daily entry by nonresident motor vehicles or commercial motor vehicles at designated state-operated public boating access sites. Fee revenue under this subsection shall be deposited in the waterways account.

Sec. 78119. (1) Subject to subsection (4), a person shall not enter, in a nonresident motor vehicle or commercial motor vehicle, a designated state-operated public boating access site without a valid pass affixed to the lower right-hand corner of the windshield. A seasonal pass shall be affixed permanently for the season.

(2) Subject to subsection (4), the operator of a resident motor vehicle shall not enter a designated state-operated public boating access site with the resident motor vehicle unless the recreation passport fee has been paid for that motor vehicle.

(3) Subject to subsection (4), if the secretary of state issues registration tabs or stickers as described in section 805 of the Michigan vehicle code, 1949 PA 300, MCL 257.805, the operator of a resident motor vehicle shall not enter a designated state-operated public boating access site with the resident motor vehicle unless the resident motor vehicle has a registration tab or sticker or temporary registration plate marked as provided under that section to show that the recreation passport fee has been paid.

(4) The requirements of subsections (1) to (3) do not apply under any of the following circumstances:

(a) If the motor vehicle is used in the operation or maintenance of the public boating access site, is an emergency motor vehicle, is a state-owned or law enforcement motor vehicle, or is a private motor vehicle being operated on official state business.

(b) If and to the extent the department waives the requirements for department-sponsored events or other circumstances as determined by the director or the director's designee.

(5) A person who violates subsection (1), (2), or (3) is responsible for a state civil infraction and may be ordered to pay a civil fine of not more than \$100.00. A person shall not be cited for a violation of both subsections (2) and (3) for the same incident.

(6) In any proceeding for the violation of this part or a rule promulgated under this part, if a motor vehicle is found parked in a designated state-operated public boating access site, the registration plate displayed on the motor vehicle constitutes prima facie evidence that the owner of the motor vehicle was the person who parked or placed it at the location where it was found.

Sec. 83106. (1) The department may require a person to obtain a permit for camping in designated state forest campgrounds and may establish and collect a fee for the camping permit. However, at least 6 months before increasing a camping permit fee, the department shall provide written notice of its intent to do so to the standing committees of the senate and the house of representatives that have primary jurisdiction over legislation pertaining to natural resources and the environment.

(2) The department may require a person to obtain a permit, except as otherwise provided by law, for the use of lands and facilities within the state forest as designated by the department for recreation use. The department shall not require a permit or payment of a fee for use of a state forest nonmotorized trail or pathway or state forest campground facility except as provided in subsection (1) or otherwise provided in this act.

(3) Money collected under this section shall be deposited into the forest recreation account.

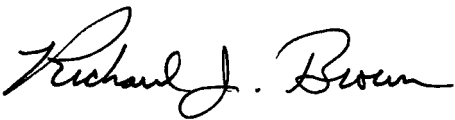
Enacting section 1. This amendatory act takes effect October 1, 2010.

Enacting section 2. This amendatory act does not take effect unless all of the following bills of the 95th Legislature are enacted into law:

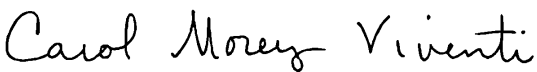
(a) Senate Bill No. 388.

(b) Senate Bill No. 389.

This act is ordered to take immediate effect.



Clerk of the House of Representatives



Secretary of the Senate

Approved -----

Governor

Act No. 33
 Public Acts of 2009
 Approved by the Governor
 June 4, 2009
 Filed with the Secretary of State
 June 4, 2009
 EFFECTIVE DATE: December 1, 2009

STATE OF MICHIGAN
95TH LEGISLATURE
REGULAR SESSION OF 2009

Introduced by Senators Allen, Barcia and Pappageorge

ENROLLED SENATE BILL No. 363

AN ACT to regulate recreational vehicle dealers, manufacturers, wholesalers, warrantors, and their representatives; to regulate dealings between recreational vehicle manufacturers, wholesalers, warrantors, and dealers; to regulate dealings between consumers and recreational vehicle manufacturers, wholesalers, warrantors, and dealers; to prohibit certain trade practices; to provide for the powers and duties of certain state and local governmental officers and entities; and to provide remedies.

The People of the State of Michigan enact:

Sec. 1. This act shall be known and may be cited as the “recreational vehicle franchise act”.

Sec. 3. As used in this act:

(a) “Area of sales responsibility” means a geographical area agreed to by a dealer and the manufacturer in a dealer agreement in which the dealer has the exclusive right to display or sell the manufacturer’s new recreational vehicles of a particular line-make to the public.

(b) “Dealer” means a person that is a dealer, as that term is defined in section 11 of the Michigan vehicle code, 1949 PA 300, MCL 257.11, and is licensed as a dealer of recreational vehicles under that act.

(c) “Dealer agreement” means a written agreement or contract entered into between a manufacturer and a dealer that establishes the legal rights and obligations of the parties to that agreement or contract and pursuant to which the dealer is authorized to sell new recreational vehicles manufactured or distributed by the manufacturer.

(d) “Department” means the department of state.

(e) “Factory campaign” means an effort by a warrantor to contact recreational vehicle owners or dealers in order to address an issue concerning a problem or defective part or equipment.

(f) “Family member” means any of the following:

(i) A spouse of an individual.

(ii) A child, grandchild, parent, sibling, niece, or nephew of an individual.

(iii) The spouse of a child, grandchild, parent, sibling, niece, or nephew of an individual.

(g) “Line-make” means a specific series of recreational vehicle products that meet all of the following:

(i) Are identified by a common series trade name or trademark.

(ii) Are targeted to a particular market segment based on their decor, features, equipment, size, weight, and price range.

(iii) Have dimensions and interior floor plans that distinguish the recreational vehicles from recreational vehicles that have substantially the same decor, features, equipment, weight, and price.

(iv) Belong to a single, distinct classification of recreational vehicle product type that has a substantial degree of commonality in the construction of the chassis, frame, and body.

(v) Are authorized for sale by the dealer in the dealer agreement.

(h) "Manufacturer" means a person that manufactures or wholesales recreational vehicles or that distributes or wholesales recreational vehicles to dealers.

(i) "Park model trailer" means that term as defined in section 38a of the Michigan vehicle code, 1949 PA 300, MCL 257.38a.

(j) "Person" means an individual, partnership, corporation, limited liability company, association, trust, estate, or other legal entity.

(k) "Proprietary part" means a recreational vehicle part manufactured by or for and sold exclusively by a manufacturer.

(l) "Public vehicle show" means a recreational vehicle show that meets the requirements of section 248(10) of the Michigan vehicle code, 1949 PA 300, MCL 257.248.

(m) "Recreational vehicle" means that term as defined in section 49a of the Michigan vehicle code, 1949 PA 300, MCL 257.49a, except a park model trailer.

(n) "Transient customer" means a person who owns a recreational vehicle, is temporarily traveling through a dealer's area of sales responsibility, and engages the dealer to perform service work on that recreational vehicle.

(o) "Warrantor" means a manufacturer or any other person that provides a warranty to the consumer in connection with a new recreational vehicle or parts, accessories, or components of a new recreational vehicle. The term does not include a person that provides a service contract, mechanical or other insurance, or an extended warranty sold for separate consideration by a dealer or other person not controlled by a manufacturer.

Sec. 5. (1) A manufacturer shall not sell a recreational vehicle in the state to or through a dealer unless the manufacturer has a dealer agreement with the dealer that meets the requirements of this act and is signed by both parties.

(2) Except as provided in subsection (4), a dealer shall not sell a new recreational vehicle in this state unless the dealer has a dealer agreement with a manufacturer of that recreational vehicle that meets the requirements of this act and is signed by both parties.

(3) All of the following apply to a dealer's area of sales responsibility included in a dealer agreement between a manufacturer and a dealer:

(a) The manufacturer shall designate in the dealer agreement the area of sales responsibility exclusively assigned to the dealer.

(b) The manufacturer shall not change the dealer's area of sales responsibility or establish another dealer for the same line-make in that area during the term of the dealer agreement.

(c) If the dealer enters into an agreement to sell any recreational vehicles that compete with the recreational vehicles included in the dealer agreement, or enters into an agreement to increase a preexisting commitment to sell any recreational vehicles that compete with the recreational vehicles included in the dealer agreement, while the dealer agreement is in place, the manufacturer may revise the dealer's area of sales responsibility if both of the following are met:

(i) The dealer agreement does not authorize or permit the dealer to enter into that subsequent agreement.

(ii) If, in the reasonable opinion of the manufacturer, the market penetration of the manufacturer's products is jeopardized by that subsequent agreement.

(d) The area of sales responsibility is not subject to review or change in the 1-year period after the date of the first delivery of new recreational vehicles to the dealer under the initial dealer agreement.

(4) A dealer may sell recreational vehicles outside of its designated area of sales responsibility if all of the following are met:

(a) If required under section 248(10) of the Michigan vehicle code, 1949 PA 300, MCL 257.248, the dealer has obtained a separate or supplemental license to sell those recreational vehicles.

(b) The sales meet 1 of the following:

(i) If the sales are off-premises sales that take place at a location in another dealer's designated area of sales responsibility, the dealer obtains in advance of the off-premises sales a written agreement that meets all of the following:

(A) Is signed by the dealer, the manufacturer of the recreational vehicles the dealer intends to sell at that location, and the other dealer.

(B) Designates the recreational vehicles to be offered for sale.

(C) Includes the time period for the off-premises sales.

(D) Affirmatively authorizes the sale of the designated recreational vehicles.

(ii) The sales are off-premises sales that take place at a location that is not in another dealer's same line-make designated area of sales responsibility.

(iii) The sales are off-premises sales that take place in conjunction with a public vehicle show in which more than 3 dealers are participating and that is predominantly funded by manufacturers or sponsored by a recreational vehicle trade association.

(5) A dealer agreement must include a designated principal of the dealer.

(6) For purposes of section 15, a dealer agreement may identify a family member as the successor of the principal designated under subsection (5) or include that principal's succession plan. A dealer may at any time change a designation or succession plan made in the dealer agreement by providing written notice to the manufacturer.

Sec. 7. (1) A manufacturer shall from time to time publish its prices, charges, and terms of sale for recreational vehicles and may only sell a recreational vehicle to a dealer in accordance with the published prices, charges, and terms of sale in effect at the time of sale.

(2) If a manufacturer offers a dealer a rebate, discount, or program on any recreational vehicles, the manufacturer must offer the same rebate, discount, or program to every similarly situated dealer.

(3) In a renewal of a dealer agreement, the manufacturer may not impose on the dealer additional inventory stocking requirements or retail sales targets in excess of market growth in the dealer's area of sales responsibility.

Sec. 9. (1) A manufacturer, directly or through any officer, agent, or employee, may not terminate or not renew a dealer agreement without good cause.

(2) A manufacturer has the burden of showing good cause for terminating or not renewing a dealer agreement. All of the following factors must be considered in determining whether there is good cause for a proposed termination or nonrenewal of a dealer agreement by a manufacturer:

(a) The extent of the dealer's penetration in the relevant market area.

(b) The nature and extent of the dealer's investment in its business.

(c) The adequacy of the dealer's service facilities, equipment, parts, supplies, and personnel.

(d) The effect of the proposed action on the community.

(e) The extent and quality of the dealer's service under recreational vehicle warranties.

(f) Whether the dealer fails to follow agreed-upon procedures or standards related to the overall operation of the dealership.

(g) The dealer's performance under the terms of dealer agreement.

(3) Except as otherwise provided in this section, a manufacturer shall provide a dealer with written notice of a termination or nonrenewal of a dealer agreement. All of the following apply to a notice described in this subsection:

(a) Except as provided in subdivision (d) or (e), the manufacturer shall provide the notice at least 90 days before the effective date of the termination or nonrenewal.

(b) The notice shall state all of the reasons for the termination or nonrenewal.

(c) The notice shall state that if the dealer provides to the manufacturer a written notification of intent to cure all claimed deficiencies within 30 days after the dealer receives the notice, the dealer has 30 days after the date of the notice to correct the deficiencies. If all of the deficiencies are corrected within that 30-day period, the notice is void and the manufacturer may not terminate or not renew the dealer agreement because of the deficiencies stated in the notice. If the dealer does not provide a notification of intent to cure deficiencies in that 30-day period, the termination or nonrenewal takes effect 90 days after the dealer received the notice.

(d) A manufacturer may reduce the notice period described in subdivision (a) to 10 days, and is not required to allow the dealer an opportunity to correct the deficiencies, if the manufacturer's grounds for termination or nonrenewal are any of the specific categories of good cause described in subsection (6)(a) to (e).

(e) A manufacturer is not required to provide notice or an opportunity to correct deficiencies under this subsection if the manufacturer's grounds for termination or nonrenewal is that the dealer becomes insolvent, is bankrupt, or makes an assignment for the benefit of creditors.

(4) If a manufacturer terminates or does not renew a dealer agreement for good cause under this section, the manufacturer at its option may repurchase any of the following from the dealer:

(a) All new, untitled recreational vehicles that were acquired from the manufacturer within 12 months before the effective date of the notice of termination that have not been used, except for demonstration purposes, and that have not been altered or damaged, at 100% of the net invoice cost of the recreational vehicles, including transportation, less applicable rebates and discounts to the dealer.

(b) All current and undamaged accessories and proprietary parts sold to the dealer for resale within the 12 months before the effective date of the termination that are accompanied by the original invoice, at 105% of the original net price paid to the manufacturer to compensate the dealer for handling, packing, and shipping the accessories and parts.

(c) Any properly functioning diagnostic equipment, special tools, current signage, and other equipment and machinery, purchased by the dealer within the 5 years before the effective date of the termination at the manufacturer's request, if it cannot be used in the normal course of the dealer's ongoing business, at 100% of the dealer's net cost, plus freight, destination, delivery, and distribution charges and sales taxes.

(5) The dealer shall promptly return or arrange for the return of all of the items the manufacturer elects to repurchase under subsection (4) at the manufacturer's expense and the manufacturer shall pay all of the amounts owed to the dealer under subsection (4) to the dealer within 30 days after it receives the returned items.

(6) As used in this section, "good cause" includes, but is not limited to, any of the following:

(a) Conviction of, or plea of nolo contendere by, a dealer or an owner of a dealer to a felony.

(b) Abandonment or closing the business operations of a dealer for 10 consecutive business days unless the closing is due to an act of God, strike, labor difficulty, or other cause over which the dealer has no control.

(c) A material misrepresentation to a manufacturer by a dealer that affects the business relationship between the dealer and the manufacturer.

(d) Suspension or revocation of a dealer's license, or refusal to renew a dealer's license, by the department.

(e) A material violation of this act by a dealer that is not cured within 30 days after written notice of the violation by a manufacturer.

(f) The dealer becomes insolvent, is bankrupt, or makes an assignment for the benefit of creditors.

Sec. 11. (1) A dealer may not terminate a dealer agreement without good cause. A dealer that terminates a dealer agreement shall provide the manufacturer with written notice at least 90 days before the effective date of the termination.

(2) All of the following apply to a termination of a dealer agreement under this section for good cause:

(a) The notice described in subsection (1) shall state all reasons for the proposed termination.

(b) The notice described in subsection (1) shall state that if the manufacturer provides to the dealer a written notification of intent to cure all claimed deficiencies within 30 days after the manufacturer receives the notice, the manufacturer has 30 days after the date of the notice to correct the deficiencies. If all of the deficiencies are corrected within that 30-day period, the notice is void and the dealer may not terminate the dealer agreement because of the deficiencies stated in the notice. If the manufacturer does not provide a notification of intent to cure deficiencies in that 30-day period, the termination takes effect 90 days after the manufacturer received the notice.

(c) A dealer may reduce the notice period described in subsection (1) to 10 days, and is not required to allow the manufacturer an opportunity to correct the deficiencies, if the dealer's grounds for termination or nonrenewal are any of the specific categories of good cause described in subdivision (e)(i) to (v).

(d) A dealer is not required to provide notice or an opportunity to correct deficiencies under this subsection if the dealer's grounds for termination or nonrenewal is that the manufacturer becomes insolvent, is bankrupt, or makes an assignment for the benefit of creditors.

(e) The dealer has the burden of showing good cause. Each of the following is considered good cause for a proposed termination of a dealer agreement by a dealer:

(i) Conviction of, or plea of nolo contendere by, the manufacturer to a felony.

(ii) Abandonment or closing the business operations of the manufacturer for 10 consecutive business days unless the closing is due to an act of God, strike, labor difficulty, or other cause over which the manufacturer has no control.

(iii) A material misrepresentation to the dealer by the manufacturer that affects the business relationship between the dealer and manufacturer.

(iv) A material violation of this act by the manufacturer that is not cured within 30 days after written notice of the violation by the dealer.

(v) A material breach of the dealer agreement by the manufacturer.

(vi) The manufacturer becomes insolvent, is bankrupt, or makes an assignment for the benefit of creditors.

(f) If the manufacturer fails to cure any claimed deficiencies under subdivision (b), the dealer may require that the manufacturer repurchase any of the following from the dealer:

(i) All new, untitled recreational vehicles that were acquired from the manufacturer within 12 months before the effective date of the notice of termination that have not been used, except for demonstration purposes, and that have not been altered or damaged, at 100% of the net invoice cost of the recreational vehicles, including transportation, less applicable rebates and discounts to the dealer.

(ii) All current and undamaged accessories and proprietary parts sold to the dealer for resale within the 12 months before the effective date of the termination that are accompanied by the original invoice, at 105% of the original net price paid to the manufacturer to compensate the dealer for handling, packing, and shipping the accessories and parts.

(iii) Any properly functioning diagnostic equipment, special tools, current signage, and other equipment and machinery, purchased by the dealer within the 5 years before the effective date of the termination at the manufacturer's request, if it cannot be used in the normal course of the dealer's ongoing business, at 100% of the dealer's net cost, plus freight, destination, delivery, and distribution charges and sales taxes.

(g) The dealer shall promptly return or arrange for the return of all of the items the manufacturer is required to repurchase under subdivision (f) at the manufacturer's expense and the manufacturer shall pay all of the amounts owed to the dealer under subdivision (f) to the dealer within 30 days after it receives the returned items.

Sec. 13. The department may not prohibit a dealer from selling a particular line-make after a dealer agreement has been terminated or not renewed under section 9 or 11. If recreational vehicles of a line-make are not returned or required to be returned to the manufacturer, the dealer may continue to sell all line-makes that were subject to the dealer agreement and are currently in stock until those line-makes are no longer in the dealer inventory.

Sec. 15. (1) All of the following apply to a proposed sale of the business assets, transfer of the stock, or other transaction that will result in a change of ownership of a dealer, except a transaction described in subsection (2):

(a) The dealer must provide written notice to the manufacturer at least 90 days before the proposed closing of the transaction. The notice shall include complete copies of all documentation of the proposed transaction and any other documentation reasonably requested by the manufacturer in order to determine if it will make an objection to the transaction.

(b) If the dealer is not in breach of the dealer agreement or in violation of this act at the time it provides the notice described in subdivision (a), the manufacturer shall not object to the proposed transaction unless the prospective transferee meets 1 or more of the following:

(i) It previously was a party to a dealer agreement with the manufacturer that the manufacturer terminated.

(ii) Was previously convicted of a felony or any crime of fraud, deceit, or moral turpitude.

(iii) Does not have any license required by law to conduct business as a dealer in this state.

(iv) Does not have an active line of credit sufficient to purchase recreational vehicles from the manufacturer according to the terms of the dealer agreement.

(v) In the preceding 10 years, was bankrupt or insolvent, made a general assignment for the benefit of creditors, or a receiver, trustee, or conservator was appointed to take possession of the transferee's business or property.

(c) If the manufacturer objects to the proposed transaction, the manufacturer shall give written notice of its objection, including its reasons for objecting, to the dealer within 30 days after receiving the notice described in subdivision (a). If the manufacturer does not give notice of its objection within that 30-day period, the proposed transaction is considered approved by the manufacturer.

(d) For purposes of subdivision (c), the manufacturer has the burden of demonstrating its objection to the proposed transaction.

(2) All of the following apply concerning the death, incapacity, or retirement of the designated principal of a dealer:

(a) The manufacturer must provide the dealer an opportunity to designate, in writing, a family member as a successor to the dealer in the event of the death, incapacity, or retirement of the designated principal.

(b) The manufacturer shall not prevent or refuse to honor the succession to a dealership by a family member of the deceased, incapacitated, or retired designated principal of that dealer unless the manufacturer had provided written notice to the dealer of any objections to the dealer's succession plan within 30 days after receiving the dealer's succession plan or any modification of the dealer's succession plan.

(c) Except as provided in subdivision (e), unless the dealer is in breach of the dealer agreement, a manufacturer shall not object to the succession to a dealership by a family member of the deceased, incapacitated, or retired designated principal unless the successor meets 1 or more of the following:

(i) Was previously convicted of a felony or any crime of fraud, deceit, or moral turpitude.

(ii) In the preceding 10 years, was bankrupt, insolvent, or made an assignment for the benefit of creditors.

(iii) Was previously a party to a dealer agreement with the manufacturer that the manufacturer terminated for a breach of a dealer agreement.

(iv) Does not have an active line of credit sufficient to purchase recreational vehicles from the manufacturer according to the terms of the dealer agreement.

(v) Does not have any license required by law to conduct business as a dealer in this state.

(d) The manufacturer has the burden of proof regarding any objection to the succession to a dealership by a family member of the deceased, incapacitated, or retired designated principal.

(e) The manufacturer's consent is required for the succession to a dealership by a family member of the deceased, incapacitated, or retired designated principal if the succession involves a relocation of the business or an alteration of the terms and conditions of the dealer agreement.

Sec. 17. (1) A warrantor has all of the following obligations to each dealer engaged in the sale or lease of products that are covered by a warranty from that warrantor:

(a) To specify in writing to the dealer the dealer's obligations, if any, for preparation, delivery, and warranty service on its products.

(b) To compensate the dealer for warranty service required of the dealer by the warrantor.

(c) To provide the dealer with a schedule of compensation the warrantor will pay for warranty work and the warrantor's time allowances for the performance of that work. All of the following apply to the schedule of compensation required under this subdivision:

(i) It must include reasonable compensation for diagnostic work and warranty labor.

(ii) Time allowances in the schedule for the diagnosis and performance of warranty labor must be reasonable for the work to be performed.

(iii) The compensation of a dealer for warranty labor shall equal or exceed the lowest retail labor rates actually charged by the dealer for similar nonwarranty labor if those rates are consistent with the actual wage rates paid by the dealer and the actual retail labor rates charged by the dealer in the community in which the dealer is doing business.

(d) To reimburse the dealer for warranty parts at actual wholesale cost, plus a minimum 30% handling charge and any freight costs to return warranty parts to the warrantor.

(e) To deny dealer claims for warranty compensation only for cause, including, but not limited to, performance of nonwarranty repairs, material noncompliance with the warrantor's published policies and procedures, lack of material documentation of claims, fraud, or misrepresentation.

(2) A warrantor may conduct audits of the records of a dealer that sells or leases its warranted products on a reasonable basis.

(3) A dealer shall submit warranty claims to a warrantor within 45 days after completing warranty work on a warranted product.

(4) A dealer shall immediately notify the warrantor orally or in writing if the dealer is unable to perform warranty repairs on a warranted product as soon as is reasonably possible, but not later than 12 days after the delivery of the recreational vehicle to the dealer for warranty repair. A warrantor that receives a notification from a dealer under this subsection shall make arrangements for another dealer or repair facility to perform the warranty repairs identified by the dealer in the notification within 12 days after receiving the notification.

(5) A warrantor shall approve or disapprove a warranty claim on a warranted product in writing within 30 days after the date the dealer submits the claim, if the claim is submitted in the manner and in the form prescribed by the warrantor. If a claim that is properly submitted is not specifically disapproved in writing by a warrantor within that 30-day period, the claim is considered approved by the warrantor and the warrantor shall pay the amount of the claim to the dealer within 45 days after the dealer submitted the claim.

Sec. 19. (1) A warrantor shall not do any of the following:

(a) Fail to perform all of its warranty obligations with respect to a warranted product.

(b) In any written notice of a factory campaign to recreational vehicle owners and dealers, fail to include the expected date by which necessary parts and equipment, including tires and chassis or chassis parts if required, will be available to dealers to perform the campaign work. The warrantor shall provide sufficient parts to the dealer to perform the campaign work. If the number of parts provided to the dealer under this subdivision exceed the dealer's requirements to perform the campaign work, the dealer may return unused parts to the warrantor for credit after completion of the campaign.

(c) Subject to section 23, fail to compensate a dealer for authorized repairs of warranted products damaged during the manufacturing process, or damaged while in transit to the dealer if the warrantor selected the carrier.

(d) Fail to compensate a dealer for authorized warranty service under this section in accordance with the applicable schedule of compensation provided to the dealer under section 17 if the warranty service is performed in a timely and competent manner.

(e) Intentionally misrepresent in any way to a purchaser of a warranted product that any warranty concerning the manufacture, performance, or design of the warranted product is made by the dealer either as a warrantor or co-warrantor.

(f) Require a dealer to make warranties to customers in any manner related to the manufacture of a warranted product.

(2) A warrantor shall indemnify the dealer for any money paid or costs incurred by a dealer in connection with a claim or cause of action asserted against the dealer, to the extent that payment or those costs are based on the

negligence or intentional conduct of the warrantor. A warrantor may not limit the obligation to indemnify described in this subsection by agreement with the dealer. The dealer shall provide a warrantor with a copy of any claim or complaint in which an allegation described in this subsection is made within 10 days after receiving that claim or complaint.

(3) As used in this section and section 21:

(a) “Products” mean new recreational vehicles or parts, accessories, or components of new recreational vehicles.

(b) “Warranted products” mean products subject to a warranty from a specific warrantor.

Sec. 21. (1) A dealer shall not do any of the following:

(a) Fail to perform predelivery inspection of products, if required, in a competent and timely manner.

(b) If a transient customer requests service work on a recreational vehicle of a line-make that the dealer is authorized to display and sell, fail to perform any warranty service work authorized by a warrantor in a reasonably competent and timely manner without good cause.

(c) Make a fraudulent warranty claim to a warrantor.

(d) Misrepresent the terms of any warranty.

(2) A dealer shall indemnify a warrantor for any money paid or costs incurred by a warrantor in connection with a claim or cause of action asserted against the warrantor, to the extent that payment or those costs are based on the negligence or intentional conduct of the dealer. A dealer may not limit the obligation to indemnify described in this subsection by agreement with the warrantor. The warrantor shall provide a dealer with a copy of any claim or complaint in which an allegation described in this subsection is made within 10 days after receiving that claim or complaint.

Sec. 23. (1) All of the following apply if a new recreational vehicle is damaged before it is shipped to a dealer, or is damaged in transit to the dealer and the manufacturer selected the carrier or means of transportation:

(a) The dealer shall notify the manufacturer of the damage within the time period specified in the dealer agreement and do 1 of the following:

(i) In the notice, request authorization to replace the components, parts, and accessories damaged, or otherwise correct the damage, from the manufacturer.

(ii) Reject the recreational vehicle within the time period specified in the dealer agreement.

(b) If the manufacturer refuses or fails to authorize repair of the damage within 10 days after receiving notice under subdivision (a), or if the dealer rejects the recreational vehicle because of the damage within the time period specified in the dealer agreement, ownership of the recreational vehicle reverts to the manufacturer.

(c) The dealer shall exercise due care in the custody of the damaged recreational vehicle, but the dealer has no financial or other obligation with respect to that recreational vehicle.

(2) A dealer agreement shall include a time period for inspection and rejection of damaged recreational vehicles under subsection (1) that is not less than 2 business days after the physical delivery of the recreational vehicle to the dealer.

(3) If a dealer determines that a new recreational vehicle has an unreasonable number of miles on its odometer at the time it is delivered to the dealer, the dealer may reject that recreational vehicle and ownership of the recreational vehicle reverts to the manufacturer. However, if the number of miles on the odometer is less than the sum of the distance between the dealer and the manufacturer’s factory or point of distribution plus 100 miles, the dealer may not consider the number of miles on the odometer unreasonable for purposes of this subsection.

Sec. 25. (1) A manufacturer may not coerce or attempt to coerce a dealer to purchase a product or service that the dealer did not order.

(2) A manufacturer may not coerce or attempt to coerce a dealer to enter into any agreement with the manufacturer.

(3) A manufacturer may not coerce or attempt to coerce a dealer to enter into an agreement with the manufacturer or any other person that requires the dealer to submit its disputes to binding arbitration or otherwise waive its rights or responsibilities under this act.

(4) As used in this section, the term “coerce” includes, but is not limited to, threatening to terminate or not renew a dealer agreement without good cause; threatening to withhold line-makes or other product lines the dealer is entitled to display and sell under the dealer agreement; or delay delivery of recreational vehicles as an inducement to amend the dealer agreement.

Sec. 27. (1) A dealer, manufacturer, or warrantor injured by another party’s violation of this act may bring a civil action in circuit court to recover its actual damages. The court shall award attorney’s fees and costs to the prevailing party in a civil action under this section.

(2) The venue for a civil action under this section involving 1 dealer is the county in which the dealer's business is located. In an action involving more than 1 dealer, any county in which the business of any dealer that is party to the action is located is a proper venue for that action.

(3) Before bringing a civil action under this section, the party bringing suit for an alleged violation of this act shall serve a written demand for mediation on the offending party. The demand for mediation shall include a brief statement of the dispute and the relief sought by the party making the demand. The party making the demand for mediation shall serve the demand by certified mail to 1 of the following addresses:

(a) In an action between a dealer and a manufacturer, the address stated in the dealer agreement between the parties.

(b) In an action between a dealer and a warrantor that is not a manufacturer, the address stated in any agreement between the parties.

(c) In an action between 2 dealers, the address of the offending dealer in the records of the department.

(4) Within 20 days after a demand for mediation is served under subsection (3), the parties shall mutually select an independent mediator who is approved by the department, and meet with that mediator for the purpose of attempting to resolve the dispute at a location in this state selected by the mediator. The mediator may extend the date of the meeting for good cause shown by either party or if the parties agree to the extension.

(5) The service of a demand for mediation under subsection (3) tolls the time for the filing of any complaint, petition, protest, or other action under this act until representatives of both parties have met with the mediator selected under subsection (4) for the purpose of attempting to resolve the dispute. If a complaint, petition, protest, or other action is filed before that meeting, the court shall enter an order suspending the proceeding or action until the mediation meeting has occurred and may, if all of the parties to the proceeding or action stipulate in writing that they wish to continue to mediate under this section, enter an order suspending the proceeding or action for as long a period as the court considers appropriate. The court may modify, extend, or revoke a suspension order issued under this subsection if it considers that action appropriate.

(6) Each of the parties to the mediation under this section is responsible for its own attorney fees. The parties shall equally divide the cost of the mediator.

Sec. 29. (1) In addition to any remedy available under this act or otherwise available by law, a manufacturer, warrantor, or dealer may apply to a circuit court for the grant, after a hearing and for cause shown, of a temporary or permanent injunction or other equitable relief restraining any person from doing any of the following:

(a) Acting as a dealer without a proper license.

(b) Violating or continuing to violate this act. A single violation of this act is a sufficient basis for the court to grant equitable relief under this section.

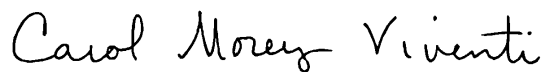
(c) Failing or refusing to comply with any requirement of this act.

(2) The court may not require a bond as a condition to the grant of equitable relief under this section.

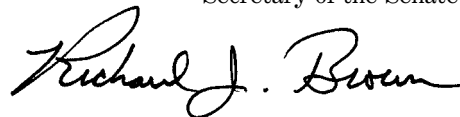
Enacting section 1. This act takes effect December 1, 2009.

Enacting section 2. This act does not take effect unless House Bill No. 4781 of the 95th Legislature is enacted into law.

This act is ordered to take immediate effect.



Secretary of the Senate



Clerk of the House of Representatives

Approved

.....
Governor



Senate Fiscal Agency
P. O. Box 30036
Lansing, Michigan 48909-7536



Telephone: (517) 373-5383
Fax: (517) 373-1986
TDD: (517) 373-0543

House Bill 5752 (as reported without amendment)
Sponsor: Representative Arlan Meekhof
House Committee: Great Lakes and Environment
Senate Committee: Natural Resources and Environmental Affairs

CONTENT

The bill would amend the Natural Resources and Environmental Protection Act to:

- Prescribe the distribution of revenue from a proposed recreation passport fee.
- Create the "Local Public Recreation Facilities Fund" to provide grants to local units of government for the development of public recreation facilities.
- Require the Department of Natural Resources and Environment (DNRE), beginning in 2012, to submit to the Legislature an annual report on the revenue collected by the Department and its uses and impact on the State park system.
- Require the DNRE, beginning in 2012, to submit to the Legislature a biennial report on how frequently motor vehicles for which the registrant declined to pay the passport fee entered State parks and designated State-operated public boating access sites.
- Allow the DNRE to prepare a list of frequently asked questions and answers concerning the passport fee, allow the DNRE and the Department of State to post the information on their websites, and allow the Department of State to include the information with motor vehicle registration applications that it mailed.

The bill would take effect on October 1, 2010. It is tie-barred to Senate Bills 389 and 1057 and House Bill 4677. Senate Bill 389 (H-2) would provide for a State park and State-operated public boating access site recreation passport that a Michigan resident could obtain by paying an additional fee when registering a motor vehicle. Senate Bill 1057 and House Bill 4677 (H-3) would prohibit the operator of a resident motor vehicle from entering a State park or designated State-operated boating access site without paying the proposed recreation passport fee; prohibit the operator of a nonresident or commercial motor vehicle from entering without purchasing a required park permit or pass; and prescribe a \$100 maximum civil fine for a violation.

MCL 324.2001 et al.

Legislative Analyst: Julie Cassidy

FISCAL IMPACT

The bill would direct the distribution of revenue from the recreation passport fee, which is proposed by Senate Bill 389 (H-2), to which House Bill 5752 is tie-barred. Currently, those wishing to enter a State park must purchase a motor vehicle permit to do so. Senate Bill 389 (H-2) would replace the motor vehicle permit system with a recreation passport fee, which residents would annually have the option to pay when renewing their vehicle's registration. The recreation passport fee would be \$10 for passenger vehicles and \$5 for motorcycles under Senate Bill 389 (H-2).

Under current law, the DNRE collects approximately \$11.7 million per year from motor vehicle permit fees, which are charged according to the following scheme.

Motor Vehicle Permit Fees	
Permit Type	Fee
Annual resident	\$24
Annual nonresident	\$29
Daily resident	\$6
Daily nonresident	\$8
Senior annual	\$6
Bridge card annual	\$18
Towed vehicle	\$6
Commercial coach daily	\$15

Source: MDNRE website:

<http://www.michigan.gov/dnr/0,1607,7-153-10365-82938--,00.html>

On average, approximately 7.2 million passenger vehicles and 254,000 motorcycles are registered annually in Michigan. Assuming these registration numbers remain constant, it would take approximately a 16% participation rate in the program for the recreation passport fee to raise as much revenue as the motor vehicle permit fee. This percentage assumes registrants of passenger vehicles and motorcyclists register at an equal rate.

House Bill 5752, however, would require that the Department of State be reimbursed for its actual costs of implementing the recreation passport fee, up to \$1.0 million. Taking this into account, a 17% participation rate would be necessary to break even. The Department of State estimates that the actual cost of implementation would be \$3.1 million in the first year and \$2.5 million in subsequent years. Most of this cost would be in the form of increased transaction time.

House Bill 5752 would direct the distribution of revenue brought in from the recreation passport fee. The following table was generated using participation rates between 25% and 100%, and it shows how the bill would call for revenue raised by the recreation passport fee to be distributed.

Recreation Passport Fee Distribution				
Participation rate	25%	50%	75%	100%
Total Estimated Revenue	\$18,404,250	\$36,808,500	\$55,212,750	\$73,617,000
SOS Administration Costs	1,000,000	1,000,000	1,000,000	1,000,000
State Park Improvement Fund	10,700,000	10,700,000	10,700,000	10,700,000
Waterways Account	1,030,000	1,030,000	1,030,000	1,030,000
New Recreation Passport Fee Revenue (Total less above three deductions)	\$5,674,250	\$24,078,500	\$42,482,750	\$60,887,000
State Park Capital Improvements (50%)	2,837,125	12,039,250	21,241,375	30,443,500
State Park Operations and Maintenance (30%)	1,702,275	18,266,100	12,744,825	18,266,100
Local Public Recreation Facilities (10%)	567,425	2,407,850	4,248,275	6,088,700
State Forest Recreation Account (7%)	397,198	1,685,495	2,973,793	4,262,090
State Park Cultural, Historic Resources (2.75%)	156,042	662,159	1,168,276	1,674,393
Marketing, Internet Promotion (0.25%)	14,186	60,196	106,207	152,218
Total revenue based on 3-year average (2006-2008) of passenger vehicle and motorcycle registration transactions				

Date Completed: 3-11-10

Fiscal Analyst: Josh Sefton

floor\hb5752

This analysis was prepared by nonpartisan Senate staff for use by the Senate in its deliberations and does not constitute an official statement of legislative intent.

**STATE OF MICHIGAN
95TH LEGISLATURE
REGULAR SESSION OF 2010**

Introduced by Rep. Meekhof

ENROLLED HOUSE BILL No. 5752

AN ACT to amend 1994 PA 451, entitled “An act to protect the environment and natural resources of the state; to codify, revise, consolidate, and classify laws relating to the environment and natural resources of the state; to regulate the discharge of certain substances into the environment; to regulate the use of certain lands, waters, and other natural resources of the state; to prescribe the powers and duties of certain state and local agencies and officials; to provide for certain charges, fees, assessments, and donations; to provide certain appropriations; to prescribe penalties and provide remedies; and to repeal acts and parts of acts,” by amending sections 2001, 2005, and 2030 (MCL 324.2001, 324.2005, and 324.2030), as added by 2004 PA 587, and by adding sections 1911 and 2045; and to repeal acts and parts of acts.

The People of the State of Michigan enact:

Sec. 1911. (1) The local public recreation facilities fund is created within the state treasury.

(2) The state treasurer may receive money or other assets from any source for deposit into the local public recreation facilities fund. The state treasurer shall direct the investment of the local public recreation facilities fund. The state treasurer shall credit to the local public recreation facilities fund interest and earnings from local public recreation facilities fund investments.

(3) Money in the local public recreation facilities fund at the close of the fiscal year shall remain in the local public recreation facilities fund and shall not lapse to the general fund.

(4) The department of natural resources shall be the administrator of the local public recreation facilities fund for auditing purposes.

(5) The department of natural resources shall expend money from the local public recreation facilities fund, upon appropriation, only for grants to local units of government for the development of public recreation facilities pursuant to the same procedures of the board and guidelines as apply under section 1907.

Sec. 2001. As used in this part:

- (a) “Forest recreation account” means the forest recreation account of the legacy fund provided for in section 2005.
- (b) “Game and fish protection account” means the game and fish protection account of the legacy fund provided for in section 2010.
- (c) “Legacy fund” means the Michigan conservation and recreation legacy fund established in section 40 of article IX of the state constitution of 1963 and provided for in section 2002.
- (d) “Off-road vehicle account” means the off-road vehicle account of the legacy fund provided for in section 2015.
- (e) “Recreation improvement account” means the recreation improvement account of the legacy fund provided for in section 2020.
- (f) “Recreation passport fee” means a state park and state-operated public boating access site recreation passport fee paid under section 805 of the Michigan vehicle code, 1949 PA 300, MCL 257.805, or under rules promulgated under section 74120(2).
- (g) “Snowmobile account” means the snowmobile account of the legacy fund provided for in section 2025.

(h) "State park improvement account" means the state park improvement account of the legacy fund provided for in section 2030.

(i) "Waterways account" means the waterways account of the legacy fund provided for in section 2035.

Sec. 2005. (1) The forest recreation account is established as an account within the legacy fund.

(2) The forest recreation account shall consist of both of the following:

(a) All money in the forest recreation fund, formerly created in section 83104, immediately prior to the effective date of the amendatory act that added this section, which money is hereby transferred to the forest recreation account.

(b) Revenue from the following sources:

(i) Revenue derived from concessions, leases, contracts, and fees from recreational activities on state forestlands.

(ii) Other revenues as authorized by law.

(3) Money in the forest recreation account shall be expended, upon appropriation, only as provided in section 2045 and part 831 and for the administration of the forest recreation account.

(4) Money in the forest recreation account may be expended pursuant to subsection (3) for grants to state colleges and universities to implement programs funded by the forest recreation account.

Sec. 2030. (1) The state park improvement account is established as an account within the legacy fund.

(2) The state park improvement account shall consist of both of the following:

(a) All money in the state park improvement fund, formerly created in section 74108, immediately prior to the effective date of the amendatory act that added this section, which money is hereby transferred to the state park improvement account.

(b) Revenue from the following sources:

(i) Revenue derived from concessions, leases, contracts, fees, and permits from activities in or entry into state parks and recreation areas.

(ii) Unless otherwise provided by law, damages paid for illegal activities in state parks and recreation areas.

(iii) Other revenues as authorized by law.

(3) Money in the state park improvement account shall be expended, upon appropriation, only as provided in section 2045 and part 741 and for the administration of the state park improvement account.

(4) Money in the state park improvement account may be expended pursuant to subsection (3) for grants to state colleges and universities to implement programs funded by the state park improvement account.

Sec. 2045. (1) The department shall distribute recreation passport fee revenue as follows:

(a) First, for necessary expenses incurred by the secretary of state each state fiscal year in administration and implementation of section 805 of the Michigan vehicle code, 1949 PA 300, MCL 257.805. Funds appropriated for necessary expenses shall be based upon an established cost allocation methodology that reflects actual costs. Appropriations under this subdivision in a state fiscal year shall not exceed \$1,000,000.00.

(b) The next \$10,700,000.00 received each fiscal year shall be deposited in the state park improvement account.

(c) The next \$1,030,000.00 received each fiscal year shall be deposited in the waterways account.

(d) The remaining revenue shall be deposited as follows:

(i) 50% in the state park improvement account to be used for capital improvements at state parks, including state recreation areas.

(ii) 30% in the state park improvement account to be used for operations and maintenance at state parks, including state recreation areas.

(iii) 2.75% in the state park improvement account to be used for operations, maintenance, and capital improvements of state park cultural and historic resources.

(iv) 0.25% in the state park improvement account to be used to do all of the following:

(A) Promote, in concert with other state agencies, the use of state parks, state-operated public boating access sites, state forest campgrounds, and state forest nonmotorized trails and pathways.

(B) Promote the use of the internet for state park camping reservations and for payment of the recreation passport fee in conjunction with motor vehicle registration.

(v) 10% in the local public recreation facilities fund created in section 1911, to be used for development of public recreation facilities for local units of government.

(vi) 7% in the forest recreation account to be used for operating, maintaining, and making capital improvements to state forest campgrounds and the state forest system of pathways and nonmotorized trails, including, but not limited to, equestrian trails.

(2) For each state fiscal year, beginning with the 2011-2012 state fiscal year, the state treasurer shall adjust the amounts set forth in subsection (1)(b) and (c) by an amount determined by the state treasurer to reflect the cumulative percentage change in the consumer price index for the most recent 1-year period for which data are available. As used in this subsection, "consumer price index" means the most comprehensive index of consumer prices available for this state from the bureau of labor statistics of the United States department of labor.

(3) The department shall submit a report to the standing committees and appropriations subcommittees of the legislature with jurisdiction over issues pertaining to natural resources and the environment by February 1 each year, beginning in 2012. The report shall provide information on all of the following for the preceding state fiscal year:

(a) The total amount of recreation passport fee revenue received by the department and the amounts allocated under subsection (1).

(b) The total amount of annual and daily state park motor vehicle permit fee revenue received by the department under section 74117.

(c) The total amount of seasonal or daily state-operated public boating access site revenue received by the department under section 78105(3).

(d) Details on the specific uses of the revenue described in subdivisions (a), (b), and (c) and the amounts expended for each specific use.

(e) The adequacy of the revenue described in subdivision (a) for each of the purposes for which it is allocated under subsection (1).

(f) The impact of the state park revenue stream described in subdivisions (a) and (b) on the Michigan state parks endowment fund created in section 35a of article IX of the state constitution of 1963 and provided for in section 74119.

(g) Other relevant issues that affect funding needs for the state park system.

(4) By February 1, 2012 and every 2 years thereafter, the department shall submit a report to the standing committees and appropriations subcommittees of the legislature with jurisdiction over issues pertaining to natural resources and the environment. The report shall provide information on how frequently motor vehicles for which the registrant declined to pay the recreation passport fee entered state parks and state-operated public boating access sites designated under section 78105 during the registration period. The information shall be based on random audits conducted by the department. A report under this subsection may be combined with a report required under subsection (3).

(5) The department may prepare a list of frequently asked questions and answers concerning the recreation passport fee. The department and the department of state may post the information on their websites. The department of state may provide the information with any applications for registration of motor vehicles that are mailed by the department of state.

Enacting section 1. Sections 1909, 1910, and 74123 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.1909, 324.1910, and 324.74123, are repealed.

Enacting section 2. This amendatory act takes effect October 1, 2010.

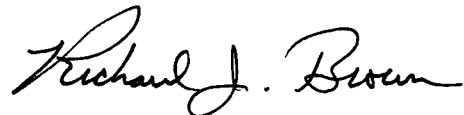
Enacting section 3. This amendatory act does not take effect unless all of the following bills of the 95th Legislature are enacted into law:

(a) Senate Bill No. 389.

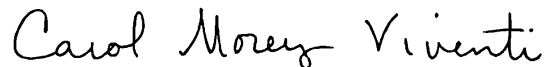
(b) House Bill No. 4677.

(c) Senate Bill No. 1057.

This act is ordered to take immediate effect.



Clerk of the House of Representatives



Secretary of the Senate

Approved

Governor

HURON-CLINTON METROPARKS MONTHLY STATISTICS

March 2010

PARK	MONTHLY VEHICLE ENTRIES		
	Current Year	Previous Year	Change
Metro Beach	23,781	19,828	19.9%
Wolcott Mill	1,637	1,413	15.9%
Stony Creek	25,738	24,320	5.8%
Indian Springs	6,099	5,504	10.8%
Kensington	51,039	53,409	-4.4%
Huron Meadows	4,795	3,832	25.1%
Hudson Mills	17,521	15,283	14.6%
Lower Huron	25,454	19,870	28.1%
Willow	15,109	13,889	8.8%
Oakwoods	3,672	3,518	4.4%
Lake Erie	13,071	12,069	8.3%
Monthly TOTALS	187,916	172,935	8.7%

MONTHLY TOLL REVENUE		
Current Year	Previous Year	Change
\$ 41,390	\$ 32,751	26.4%
\$ 50	\$ 44	13.6%
\$ 87,420	\$ 64,665	35.2%
\$ 16,328	\$ 16,192	0.8%
\$ 114,658	\$ 99,867	14.8%
\$ 3,635	\$ 3,112	16.8%
\$ 47,967	\$ 33,671	42.5%
\$ 18,625	\$ 13,887	34.1%
\$ 5,983	\$ 6,662	-10.2%
\$ 4,710	\$ 3,315	42.1%
\$ 41,175	\$ 29,505	39.6%
\$ 381,941	\$ 303,671	25.8%

MONTHLY TOTAL PARK REVENUE		
Current Year	Previous Year	Change
\$ 60,018	\$ 44,764	34.1%
\$ 12,892	\$ 8,956	43.9%
\$ 114,903	\$ 88,016	30.5%
\$ 24,564	\$ 29,995	-18.1%
\$ 160,609	\$ 152,227	5.5%
\$ 20,576	\$ 25,006	-17.7%
\$ 67,924	\$ 51,072	33.0%
\$ 26,016	\$ 19,483	33.5%
\$ 26,516	\$ 12,898	105.6%
\$ 6,812	\$ 4,633	47.0%
\$ 78,288	\$ 73,470	6.6%
\$ 599,118	\$ 510,520	17.4%

PARK	Y-T-D VEHICLE ENTRIES		
	Current Year	Previous Year	Change
Metro Beach	56,504	51,815	9.0%
Wolcott Mill	3,518	3,496	0.6%
Stony Creek	60,262	54,274	11.0%
Indian Springs	13,342	11,537	15.6%
Kensington	117,458	113,873	3.1%
Huron Meadows	13,009	9,897	31.4%
Hudson Mills	35,551	31,024	14.6%
Lower Huron	52,575	46,332	13.5%
Willow	35,294	34,627	1.9%
Oakwoods	9,207	7,914	16.3%
Lake Erie	27,576	28,653	-3.8%
Y-T-D TOTALS	424,296	393,442	7.8%

Y-T-D TOLL REVENUE		
Current Year	Previous Year	Change
\$ 126,184	\$ 112,430	12.2%
\$ 180	\$ 68	100%
\$ 217,926	\$ 166,439	30.9%
\$ 43,139	\$ 35,892	20.2%
\$ 270,791	\$ 227,974	18.8%
\$ 14,435	\$ 9,668	49.3%
\$ 91,818	\$ 70,879	29.5%
\$ 41,885	\$ 31,457	33.2%
\$ 29,655	\$ 19,746	50.2%
\$ 11,160	\$ 9,073	23.0%
\$ 86,268	\$ 69,211	24.6%
\$ 933,441	\$ 752,837	24.0%

Y-T-D TOTAL PARK REVENUE		
Current Year	Previous Year	Change
\$ 168,694	\$ 148,574	13.5%
\$ 23,216	\$ 18,703	24.1%
\$ 281,721	\$ 221,777	27.0%
\$ 79,597	\$ 76,426	4.1%
\$ 362,521	\$ 326,986	10.9%
\$ 38,634	\$ 35,160	9.9%
\$ 129,220	\$ 106,953	20.8%
\$ 53,646	\$ 43,615	23.0%
\$ 55,017	\$ 30,763	78.8%
\$ 15,388	\$ 12,628	21.9%
\$ 128,099	\$ 116,552	9.9%
\$ 1,335,753	\$ 1,138,137	17.4%

	Y-T-D Vehicle Entries by Management Unit		
Metro Beach	56,504	51,815	9.0%
Stony Creek	63,780	57,770	10.4%
Wolcott Mill			
Kensington	117,458	113,873	3.1%
Hudson Mills			
Indian Springs	61,902	52,458	18.0%
Huron Meadows			
Lower Huron			
Willow	124,652	117,526	6.1%
Oakwoods			
Lake Erie			

Y-T-D Toll Revenue by Management Unit		
\$ 126,184	\$ 112,430	12.2%
\$ 218,106	\$ 166,507	31.0%
\$ 270,791	\$ 227,974	18.8%
\$ 149,392	\$ 116,439	28.3%
\$ 168,968	\$ 129,487	30.5%

Y-T-D Total Revenue by Management Unit		
\$ 168,694	\$ 148,574	13.5%
\$ 304,937	\$ 240,480	26.8%
\$ 362,521	\$ 326,986	10.9%
\$ 247,451	\$ 218,539	13.2%
\$ 252,150	\$ 203,558	23.9%

ACTIVITY REPORT - GOLF

GOLF COURSE	MONTHLY ROUNDS		
	Current Year	Previous	Change
Wolcott Mill	61	92	-33.7%
Stony Creek	116	291	-60.1%
Indian Springs	172	361	-52.4%
Kensington	822	1,289	-36.2%
Huron Meadows	682	956	-28.7%
Hudson Mills	85	208	-59.1%
Willow	198	79	150.6%
Lake Erie	254	219	16.0%
Regulation Subtotal	2,390	3,495	-31.6%
MB Par 3	33	0	-
L. Huron Par 3	0	0	-
TOTALS	2,423	3,495	

ROUNDS Y-T-D		
Current Year	Previous Year	Change
61	92	-33.7%
116	291	-60.1%
172	361	-52.4%
822	1,289	-36.2%
682	956	-28.7%
85	208	-59.1%
198	79	150.6%
254	219	16.0%
2,390	3,495	-31.6%
33	0	-
0	0	-
2,423	3,495	

GOLF REVENUE Y-T-D		
Current Year	Previous Year	Change
\$ 1,106	\$ 1,603	-31.0%
\$ 15,071	\$ 18,624	-19.1%
\$ 3,569	\$ 7,683	-53.5%
\$ 13,363	\$ 25,918	-48.4%
\$ 14,765	\$ 18,528	-20.3%
\$ 1,451	\$ 3,720	-61.0%
\$ 16,636	\$ 4,344	283.0%
\$ 4,448	\$ 4,618	-3.7%
\$ 70,409	\$ 85,038	-17.2%
\$ 148	\$ -	-
\$ -	\$ -	-
\$ 70,557	\$ 85,038	-17.0%

ACTIVITY REPORT - INTERPRETIVE FACILITIES

FACILITY	MONTHLY ATTENDANCE		
	Current Year	Previous	Change
Metro Beach	6,369	6,406	-0.6%
Wolcott Mill	3,305	3,677	-10.1%
Wolcott Farm	4,517	2,290	97.2%
Stony Creek	20,962	19,351	8.3%
Indian Springs	6,078	4,563	33.2%
EDC	2,465	3,292	-25.1%
Kensington NC	30,634	28,798	6.4%
Kensington Farm	37,036	40,240	-8.0%
Hudson Mills	1,689	4,114	-58.9%
Oakwoods	9,917	10,489	-5.5%
LEMP Museum	13,952	11,628	20.0%
Mobile Unit	5,224	4,454	17.3%
TOTALS	142,148	139,302	2.0%

ATTENDANCE Y-T-D		
Current Year	Previous Year	Change
15,702	12,700	23.6%
4,531	4,879	-7.1%
8,148	4,379	86.1%
45,351	46,060	-1.5%
14,181	12,266	15.6%
5,818	6,136	-5.2%
58,522	57,298	2.1%
43,105	50,476	-14.6%
7,541	9,695	-22.2%
31,503	31,358	0.5%
33,830	27,155	24.6%
9,406	5,962	57.8%
277,638	268,364	3.5%

REVENUE Y-T-D		
Current Year	Previous Year	Change
\$ 1,958	\$ 1,650	18.7%
\$ 1,599	\$ 1,758	-9.0%
\$ 10,375	\$ 7,947	30.6%
\$ 8,386	\$ 7,451	12.5%
\$ 1,583	\$ 1,721	-8.0%
\$ 2,530	\$ 2,639	-4.1%
\$ 3,612	\$ 2,815	28.3%
\$ 15,987	\$ 18,318	-12.7%
\$ 3,828	\$ 3,809	0.5%
\$ 3,748	\$ 3,417	9.7%
\$ 1,875	\$ 1,258	49.0%
3,287	3,660	-10.2%
\$ 58,768	\$ 56,443	4.1%

ACTIVITY REPORT - FINAL SUMMER ACTIVITIES

SWIMMING	PATRONS		
	Current Year	Previous	Change
Metro Beach	0	0	-
KMP Splash-Blast	0	0	-
Lower Huron	0	0	-
Willow	0	0	-
Lake Erie	0	0	-
TOTALS	0	0	

PATRONS Y-T-D		
Current Year	Previous Year	Change
0	0	-
0	0	-
0	0	-
0	0	-
0	0	-
0	0	

REVENUE Y-T-D		
Current Year	Previous Year	Change
\$ -	\$ -	-
\$ 200	\$ -	-
\$ -	\$ -	-
\$ -	\$ -	-
\$ -	\$ -	-
\$ 200	\$ -	

HURON-CLINTON METROPARKS MONTHLY STATISTICS

March 2010

PARK	Winter Sports this Month			Winter Sports Y-T-D			2008-09 Winter Season To Date (Nov-Present)		
	Current Year	Previous Year	Change	Current Year	Previous Year	Change	Current Year	Previous Year	Change
Metro Beach									
XC Skiers	0	0	-	62	184	(122.00)	62	208	(146.00)
Ice Skaters	0	30	(30.00)	767	896	(129.00)	767	896	(129.00)
Ice Fishermen	1,423	572	+ 851	6,739	8,120	(1381.00)	7,879	10,367	(2488.00)
Stony Creek									
XC Skiers	225	0	+ 225	5,000	4,080	+ 920	5,000	6,900	(1900.00)
Ice Skaters	0	0	-	1,157	27	+ 1130	1,292	27	+ 1265
Sledders	265	0	+ 265	5,142	5,463	(321.00)	5,667	9,873	(4206.00)
Ice Fishermen	230	0	+ 230	1,779	812	+ 967	1,890	1,043	+ 847
Indian Springs									
XC Skiers	0	0	-	126	648	(522.00)	186	1,086	(900.00)
Sledders	0	0	-	876	1,235	(359.00)	1,236	2,600	(1364.00)
Kensington									
XC Skiers	0	0	-	2,337	1,218	+ 1119	2,487	2,379	+ 108
Ice Skaters	0	0	-	2,613	196	+ 2417	2,649	196	+ 2453
Sledders	0	0	-	10,628	2,516	+ 8112	11,018	10,670	+ 348
Ice Fishermen	0	0	-	1,167	244	+ 923	1,191	514	+ 677
Huron Meadows									
XC Skiers	10	0	+ 10	3,307	1,650	+ 1657	3,367	2,430	+ 937
Ice Fishermen	75	0	+ 75	419	376	+ 43	419	376	+ 43
Hudson Mills									
XC Skiers	0	0	-	2,205	2,210	(5.00)	2,215	2,680	(465.00)
Lower Huron									
Ice Skaters	0	0	-	741	860	(119.00)	741	860	(119.00)
Willow									
XC Skiers	0	0	-	756	881	(125.00)	756	881	(125.00)
Ice Skaters	0	0	-	353	563	(210.00)	353	563	(210.00)
Sledders	0	0	-	6,778	2,384	+ 4394	6,778	2,384	+ 4394
Lake Erie									
XC Skiers	0	0	-	26	55	-29	26	64	-38
Sledders	2	0	+ 2	134	105	29	134	105	29
Ice Fishermen	569	459	+ 110	1,407	1,427	-20	2,712	2,123	589
Totals by Activity				Totals by Activity Y-T-D			Totals by Activity 2008-09 Season		
	Current Year	Previous Year	Change	Current Year	Previous Year	Change	Current Year	Previous Year	Change
XC Skiers	235	0	+ 235	13,819	10,926	+ 2893	\$ 14,099	\$ 16,628	(2529.00)
Ice Skaters	0	30	(30.00)	5,631	2,542	+ 3089	\$ 5,802	\$ 2,542	+ 3260
Sledders	267	0	+ 267	23,558	11,703	+ 11855	\$ 24,833	\$ 25,632	(799.00)
Ice Fishermen	2,297	1,031	+ 1266	11,511	10,979	+ 532	\$ 14,091	\$ 14,423	(332.00)

HURON-CLINTON METROPARKS MONTHLY STATISTICS

March 2010

PARK	Seasonal Activities this Month			Seasonal Activities Y-T-D			Seasonal Revenue Y-T-D		
	Current Year	Previous Year	Change	Current Year	Previous Year	Change	Current Year	Previous Year	Change
Metro Beach									
Welsh Center	4	7	(3)	18	19	(1)	\$ 14,600	\$ 11,200	\$3,400
Picnic Reservations	0	0	-	0	0	-	\$ 21,625	\$ 17,400	\$4,225
Boat Launches	36	11	+ 25	36	11	+ 25	NA	NA	NA
Marina	0	47	(47)	0	103	(103)	\$ -	\$ 2,575	(\$2,575)
Mini-Golf	0	0	-	0	0	-	\$ -	\$ -	-
Stony Creek									
Disc Golf ¹	NA	NA	NA	NA	NA	NA	\$ 3,600	\$ 500	
Picnic Reservations	64	48	+ 16	111	118	(7)	\$ 16,600	\$ 17,625	(\$1,025)
Boat Rental	0	0	-	0	0	-	\$ -	\$ -	-
Boat Launches	0	0	-	0	0	-	NA	NA	NA
Indian Springs									
Picnic Reservations	4	1	+ 3	8	6	+ 2	\$ 1,200	\$ 900	\$300
EDC Event Room	2	8	(6)	8	22	(14)	\$ 6,950	\$ 10,000	(\$3,050)
Kensington									
Disc Golf ²	NA	NA	NA	NA	NA	NA	\$ 4,375	\$ -	
Picnic Reservations	46	28	+ 18	115	92	+ 23	\$ 17,295	\$ 13,800	\$3,495
Boat Rental	0	0	-	0	0	-	\$ -	\$ -	-
Huron Meadows									
Picnic Reservations	4	5	(1)	14	11	+ 3	\$ 2,100	\$ 1,570	\$530
Boat Rental	2	0	+ 2	2	0	+ 2	\$ 12	\$ -	\$12
Hudson Mills									
Disc Golf ¹	NA	NA	NA	NA	NA	NA	\$ 8,076	\$ 11,422	(\$3,346)
Picnic Reservations	23	23	0	42	38	+ 4	\$ 6,300	\$ 5,700	\$600
Canoe Rental ³	0	0	-	0	0	-	\$ -	\$ -	-
Lower Huron / Willow / Oakwoods									
Picnic Reservations	61	45	+ 16	97	93	+ 4	\$ 14,550	\$ -	\$14,550
Lake Erie									
Picnic Reservations	13	11		34	28		\$ 5,325	\$ 4,425	\$900
Boat Launches	1,091	856	+ 235	1,308	1,112	+ 196	NA	NA	NA
Marina	NA	NA	NA	NA	NA	NA	\$ 28,500	\$ 35,900	(\$7,400)

Note 1: Park staff can account for daily disc golf sales but total use cannot be accurately tracked because many golfers have an annual disc golf pass.

Note 2: Canoe rental revenue is the HCMA percentage of the concessionaire's total revenue.

**Monthly Report
HCMA Board of Commissioners
April 8, 2010**

Director's Comments

- The parks saw an overall high number of visitors in March due to the unseasonably warm weather.
- The employee recognition dinner will be held at Indian Springs Environmental Discovery Center on Saturday, April 10.
- I have been spending my first month on the job out in the field quite a bit; visiting parks and meeting with staff.

**Metro Beach –
Jim Pershing**

- The Par 3 Golf Course has opened for the season and will be open as conditions allow.
- On March 24, Metro Beach began allowing leashed pets and their owners in the picnic areas and in the marina areas on a trial basis for 2010 in response to considerable patron requests. This is the first time since the park opened in August 1950 that leashed pets have been permitted throughout the park. Staff is researching the best type of pet waste bag dispensing units to use throughout the park. We anticipate installing 25 of these units. At the end of the 2010 summer season, staff will review the experience and decide whether or not to make the policy change permanent.
- The South Marina renovation and the Group Rental Center Complex demolition projects are ongoing.

**Lower Huron, Willow, Oakwood and Lake Erie –
Richard Sobecki**

- The Willow and Lake Erie golf courses opened on March 19.
- The Oakwoods Nature Center hosted a Pancake and Maple Syrup event on March 19 and 20 at the Willow activity center. They also hosted the first annual Easter Egg Scramble on March 27 with more than 400 people attending.

**Kensington –
Kim Jarvis**

- Kensington golf course opened on March 17.
- Maple's Sweet Story began at the Farm Center this month with school groups during the week and the public on the weekends. Staff from the Nature Center assisted at the Farm Center with this program. Our new food service concessionaire, Kosch's, not only served a pancake breakfast on the weekends at the Farmhouse Grille but offered it to school groups during the week. Our concessionaire had not done this in the past and it was a huge success.

**Hudson Mills, Indian Springs and Huron Meadows –
Nancy Schaible**

- Huron Meadows golf course opened March 17 with Indian Springs and Hudson Mills opening March 25.
- Ski enthusiasts honored Huron Meadows with "Huron Meadow's Groomers Appreciation." The park received a \$2,600 donation from the REI Frosty Freestyle Race and \$500 from the Washtenaw Ski Touring Club for a total of \$3,100 for additional ski rental equipment.

**Monthly Report
HCMA Board of Commissioners
April 8, 2010**

**Hudson Mills, Indian Springs and Huron Meadows –
Nancy Schaible (con't)**

- The maple sugar program hosted 42 sessions with more than 1100 attending. Thanks to Harry Richardson for 144 hours of volunteer time over 18 days.
- The March 28 Easter Egg Scramble sold 237 tickets for the children's event. Add parents, and that put participation at 487 patrons.

**Stony Creek, Wolcott Mill –
Mike Lyons**

- The favorable weather conditions in March directly attributed to above average vehicle entries and revenues.
- Stony Creek golf course and Wolcott Mill golf course opened on March 25.
- March Mudfest disc golf tournament was held on March 14 with more than 100 participants.
- The Easter program at the Stony Creek Nature Center was well received and filled to capacity. The Easter programs at Wolcott Farm and Wolcott Mill were well attended despite less than ideal weather conditions.

**Interpretive Services –
Mike George**

- March Summaries

Program totals	810
Program totals (persons)	41,503
Facility visitors	103,145
Monthly total use	144,648
Monthly total use (YTD)	280,383
Volunteer hours	900

**Communications Department –
Denise Semion**

- The Michigan State Fairgrounds issue was again extensively covered in March through newspaper editorials and stories filed in many newspapers, blogs and on radio. Newspaper coverage included articles by Jerry Selwski, C & G Newspapers; Christopher Behnan, Daily Press & Argus; Tammy Stables Battaglia, Detroit Free Press; Jonathan Oosting, MLive.com and Kevin Walker, Farm World. Editorials were published in the Daily Tribune and Macomb Daily. State Rep. Bert Johnson (D-5th District) filed an editorial in the Free Press, and state Sen. Buzz Thomas (D-4th District) wrote a letter on his website. I received a request from John Wisely, Detroit News, on upcoming Board Meetings and Commissioner John Hertel conducted a 10-minute interview on WDET with Craig Fahle on March 1.
- In addition to several maple sugaring stories, Jonathan Schechter wrote about hiking at Kensington and Stony Creek Metroparks in the Oakland Press.
- Wolcott Mill Metroparks' Sheep Shearing and Fiber Fair were featured in the Chicago Tribune.
- Metroparent requested photos to feature in their annual "Going Places" guide.
- The summer issue of the Metroparks News is ready to go.

**Monthly Report
HCMA Board of Commissioners
April 8, 2010**

**Communications Department –
Denise Semion (con't)**

- A news release on leashed pets allowed at Metro Beach was issued to media and posted on the website.
- A new e-mail list sign-up card which allows people to select their parks and interests as well as new signs for the 60-day initiative to increase the mailing list was developed and implemented.
- E-mail announcements on weekend events and golf courses openings were e-blasted to nearly 10,000 people.
- The Metroparks now has more than 1,350 friends on Facebook.
- Events were updated on www.michigan.org, Backyard Excursions, Facebook and other websites.
- The new website www.metroparks.com completed its second month on the Web, with many positive comments received. The online store completed its second month of operation, selling 50 annual permits, one boat permit, 19 Metropark/Oakland County Parks passes and three gift cards for a total of \$2,272 in sales. Google analytics indicates our website received 34,326 visits, up 50 percent from last month, with 26,227 unique visitors, and four-minute average time on the site.

**Human Resources –
Bill Johnstone**

- There were 59 part-time employees, 55 provisional and four seasonal employees hired in March. No full-time employees were hired.
- Interviews were held to replace the Building Maintenance Foreman at Lower Huron/Willow. Three current foremen were interviewed to fill this job through a transfer. Brian Bradley, Metro Beach Grounds Maintenance Foreman, was selected. His position at Metro Beach will not be filled with a full-time employee.

**Police Department –
George Phifer**

- On March 19, officers from Kensington responded to the area of South Hill Road and Dawson on a report of fire in the woods.
- On March 25, several officers from the three park districts attended All Terrain Vehicle Training (ATV) at the Group Camp site at Kensington. It is anticipated that we will use the ATV's to provide more visibility to monitor the trails and property lines.

**Information Systems –
From Nolan Clark**

- Information Technology planned projects for the first and second quarters are being implemented.

**Community Relations –
From Jack Liang**

- Huntington Bank has agreed to our request for helping support our Metro Beach car show and Stony Creek fireworks for \$4,500 this summer. They will also provide us with 30-second public service announcements (PSA) radio spots for the events.

**Monthly Report
HCMA Board of Commissioners
April 8, 2010**

**Community Relations –
From Jack Liang (con't)**

- Recreational Equipment, Inc (REI) has agreed to help market our 2010 photo contest and we are considering the possibility of including the Detroit Zoo as a contest partner.
- University of Michigan professor Michael Rodemer will teach a new studio course beginning in the fall entitled “Metroparks: Engaging the Environment.”

**Engineering –
Mike Arens**

Metro Beach

- The South Marina Redevelopment project, under construction by Cedroni Associates, Inc. is about 93 percent complete at this time. Concrete to be placed in the dock frames in the near future. Tile work is under way in the Shower/ Restroom building, and electrical, mechanical and plumbing work is nearing completion.
- Demolition of the Group Rental Area demolition project by Dean Marine, Inc. is complete, with minor site restoration to be finalized.

Stony Creek

- A preconstruction meeting was held on March 24 with Bernco, Inc. on the Eastwood Bathhouse Roof Reconstruction project.

Kensington

- The Martindale Beach Bathhouse/Concession building project by Braun Construction Group is about 93 percent complete at this time. Weekly progress meetings continue to be held to insure that all punch list items are addressed.

Huron Meadows

- Construction of the Electrical Revisions at the Golf Cart Storage Building by Great Lakes Power and Lighting is in progress.
- Fonson Construction has begun exploratory excavation work on the Golf Course Irrigation Intake Replacement project. Preconstruction meeting was held on March 5.

Willow

- Work on the Pool Reconstruction project by the Garrison Company continues to move forward. Pool Mechanical Room work is largely complete; gutter system installation is in progress. Concrete deck pouring will begin in the upcoming days. The project is approximately 88 percent complete.

Lake Erie

- Work on the Golf Course Comfort Station project by B. Sarkett Construction Co. is in progress. Prefabricated comfort stations are in production, water and sewer construction is nearly complete.
- Work on the Marina Channel Dredging project by Hurst Marine is in progress, with the spoil pile having been relocated and dredging operations under way.

**Monthly Report
HCMA Board of Commissioners
April 8, 2010**

**Planning –
Sue Nyquist**

- There have been several meetings to discuss the future of the Indian Springs Nature Center. Discussions centered on the potential reprogramming of the nature center.
- Projects at Kensington include the Michigan Natural Land and Water Conservation Fund application for the reconstruction of the East Boat launch, Milford Road trail connection, equestrian trail signs and the design of the golf starter building replacement.
- Staff has reviewed and approved plans by an Eagle Scout candidate who proposes to install an orienteering course at Huron Meadows.
- The application for a Michigan Natural Resources Trust Fund grant is near completion. The Authority is requesting \$500,000 for the purposes of completing the Hudson Mills to Dexter Trail.
- Staff provided the Metroparks' support for the Macomb County Michigan Natural Resources Trust Fund application to create the Lake St. Clair Shoreline Trail.

**Natural Resources –
Paul Muelle**

- In cooperation with the Huron-River Watershed Council, we prepared and submitted a shoreline stabilization grant through the Great Lake Commission for a project at Woods Creek picnic area in Lower Huron Metropark. This would be a follow-on project to the Grow Zone Native Plant Buffer Initiative grant from the Alliance of Downriver Watersheds we received in 2009.
- We conducted prescribed burns at Kensington (63 acres), Dexter-Huron (10 acres) and Hudson Mills Metroparks (four acres). Additional prescribed burns are planned for Stony Creek, Huron Meadows, Oakwoods and Metro Beach Metroparks in April.

**Purchasing –
Scott Michael**

- A grand total of \$836,749.99 purchase orders were issued for March.

Submitted by:
Jayne Miller, Director

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