

AGENDA
Huron-Clinton Metropolitan Authority
Board of Commissioners Meeting
June 9, 2011, 10:30 a.m.
Stony Creek Metropark – Nature Center

1. Chairman's Statement
2. Public Participation
3. Minutes – May 2011
4. Financial Statement – May 2011
5. Vouchers – May 2011
6. Purchases
 - A. Road Rock Salt – Metro Beach, Stony Creek, Indian Springs, Kensington, Huron Meadows and Hudson Mills **(pg. 1)**
 - B. Scissor Lift – Indian Springs **(pg. 3)**
7. Reports
 - A. Metro Beach
 1. Bids – Dumpster Enclosure, Activities Building **(pg. 5)**
 - B. Stony Creek
 1. Agreement – Water Service and Sanitary Service (Shelby Twp.) **(pg. 7)**
 2. Agreement – AirMarc, LLC for Waterslide **(pg. 27)**
 - C. Indian Springs
 1. Solar Power Easement Agreement – DTE Energy SolarCurrents Project **(pg. 35)**
 - D. Hudson Mills
 1. MNRTF Grant Agreement and Resolution, Hudson Mills – Dexter Trail **(pg. 55)**
 - E. Dexter-Huron
 1. Agreement – Trail Development and Maintenance **(pg. 78)**
 - F. Administrative Office
 1. Discussion of Attorney Use (Joint Representation) **(pg. 87)**
 2. Strategic Plan Update **(pg. 89)**
 3. Donations **(pg. 119)**
 4. Legislative Report **(pg. 121)**

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8. Election of Officers
9. Park/Department Presentations
 - A. Stony Creek
10. Director's Comments
11. Commissioners' Comments
12. Motion to Adjourn

A Pension Committee meeting will take place prior to the June 9 Board meeting at 8:30 a.m. at the Nature Center with a Health Care Trust meeting immediately following the Pension meeting.

The next regular Board of Commissioners meeting will be held on Thursday, July 14 at 10:30 a.m. at Lake Erie Metropark at the Marshlands Museum.

The Lake Erie Playground dedication will immediately follow the Board of Commissioners meeting.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Ron Smith, Buyer
 Project No: ITB-FH-10-11-1622, City of Farmington Hills, MI
 Project Title: Road Salt
 Location: Metro Beach, Stony Creek, Indian Springs, Kensington, Huron Meadows,
 and Hudson Mills Metroparks
 Date: June 27, 2011

Bids Opened: Wednesday April 19, 2011 at 2:00 p.m.

Scope of Work: Furnish and deliver Road Salt to the above listed Metroparks during the 2011/2012 season.

Vendor	Location	Oakland County		Macomb County		Wayne County	
		Early Fill	Late Fill	Early Fill	Late Fill	Early Fill	Late Fill
		\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
Detroit Salt	Detroit, MI	\$46.41	\$46.51	\$47.68	\$47.78	\$45.93	\$46.09
Morton Salt	Chicago, IL	\$53.99	\$53.99	\$53.38	\$53.38	\$51.74	\$51.74
N. American Salt	Overland Park, KS	\$52.01	\$52.01	\$57.44	\$57.44	\$59.42	\$59.42
Cargill, Inc.	North Olmsted, OH	No bid	No bid	no bid	no bid	\$53.12	\$53.12

REQUEST FOR QUOTATIONS WERE POSTED ON MICHIGAN INTER GOVERNMENTAL TRADE NETWORK WEBSITE AND WAS SENT TO 187 REGISTERED SUPPLIERS.

Method of Award: Based on total award.

Estimated Usage:

Kensington Metropark	450 ton	\$20,929.50
Indian Springs Metropark	50 ton	\$2,325.50
Stony Creek Metropark	300 ton	\$14,334.00
Metro Beach Metropark	100 ton	\$4,778.00
Huron Meadows Metropark	50 ton	\$2,304.50
Hudson Mills Metropark	100 ton	\$4,609.00
Total Estimated Award		\$49,280.50

Recommendation: That the Board of Commissioners award the 2011/2012 Road Salt contract to Detroit Salt as per bid by Mike Lasley, Director of Central Services, city of Farmington Hills MI, on behalf of the MITN Purchasing Group, recommended by Ron Smith, Buyer and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Ron Smith, Buyer
 Project No: RFQ-11-012
 Project Title: Personnel Scissor Lift
 Location: Indian Springs Metropark
 Date: June 2, 2011

Bids Opened: Friday, May 27, 2011 at 1:00 p.m.

Scope of Work: Furnish and deliver a personnel scissor lift to Indian Springs Metropark to be used in the Environmental Discovery Center for facility maintenance.

<u>Vendor</u>	<u>City</u>	<u>Amount</u>
Cougar Sales	Novi, MI	\$11,493.00
United Rentals, Inc.	Shelby Twp., MI	\$11,620.00
Michigan Cat	Brownstown, MI	\$12,099.00
Grainger Industrial Supply	Niles, IL	\$12,118.34

REQUEST FOR QUOTATIONS WERE POSTED ON MICHIGAN INTER GOVERNMENTAL WEBSITE AND WAS SENT TO 29 REGISTERED SUPPLIERS.

Recommendation: That the Board of Commissioners award RFQ-11-012 to the low responsive, responsible bidder, Cougar Sales in the amount of \$11,493.00 as recommended by Ron Smith, Buyer and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Michael Arens, Chief Engineer
 Title: Activities Building Dumpster Enclosure
 Project Type: Major Maintenance
 Location: Metro Beach Metropark
 Date: June 2, 2011

Scope of Work: Construct dumpster enclosure to serve the Activity Center, including masonry walls, gate and concrete slab and foundation. Waste containers are currently unscreened, creating an unsightly and unappealing experience for patrons; enclosure is required to screen dumpsters from view, contain debris and improve customer service.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
1. Lesley Young Masonry	Romeo	\$16,300.00
2. Orlando & Sons, Inc.	Leonard	\$18,590.00
3. Merit Mason Contractor, Inc.	Chesterfield	\$18,865.00
Proposed Work Order Amount		
Contract Amount – Lesley Young Masonry		\$16,300.00
Contract Administration		\$ 700.00
Total Proposed Work Order Amount		\$17,000.00
Funds required from Reserve Account		\$17,000.00

Note: A purchase order for this project was originally awarded by the Board of Commissioners on Oct. 14, 2010 to Buxton of Brighton Building Co. in the amount of \$11,750.00. The Budget amount was \$19,000. Subsequently Buxton of Brighton went out of business. At that time, no work had been performed and no payments were made by HCMA. On staff's recommendation, the Board of Commissioners cancelled Purchase Order No. 10-4862 for this project at its meeting of May 12, 2011 and authorized its rebidding.

Recommendation: That the Board of Commissioners approve the issuance of a Purchase Order to the lowest responsive, responsible bidder, Lesley Young Masonry, in the amount of \$16,300.00 and that a transfer of funds in the amount of \$17,000.00 be made from the Reserve Account to cover the Total Proposed Work Order as recommended by Chief Engineer Arens and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Michael Arens, Chief Engineer
 Subject: Water Service and Sanitary Sewer Service Agreements
 Location: Stony Creek Metropark
 Date: June 3, 2011

As reported to the Board of Commissioners on July 8, 2010, staff is undertaking a project to evaluate the water and sanitary sewer systems at Stony Creek Metropark, and to repair and/or reconstruct portions of these systems where necessary. Portions of both systems range between 40 and 50 years old and are becoming deteriorated. In order to address key issues, the existing water service agreement with Shelby Township should be revised and a new sewer service agreement with Shelby Township should be developed to replace the existing agreement with the city of Rochester. The evaluation project was prompted by several recent issues, summarized as follows.

Water System Issues:

- Frequent breaks in the 42-year old 4-inch and 6-inch plastic water mains serving the Eastwood Beach and Boat Launch areas.
- The existing Park Office water system is served by on-site water well and hydropneumatic system; its relatively high operation and maintenance costs can be eliminated by connecting to Shelby Township's 16-inch main along 26 Mile Road.

Sanitary Sewer System Issues:

- Excessive infiltration of lakewater and/or groundwater into the section of sewer main running along and under Stony Lake; infiltration is estimated to cost \$24,000 in excess sewerage costs annually.
- Recent video inspections of major portions of the system showed numerous breaks and leaks throughout the system.
- Recent breaks in the 6-inch force main downstream of the East Boat Launch pump station, and concerns about its condition and integrity.
- Concerns regarding the condition and integrity of the force main under Stony Lake.

The engineering firm of Anderson, Eckstein & Westrick, Inc. (AEW) was retained in July of 2009 to assist Staff in this evaluation, to prepare recommendations for repairs, to develop alternatives and to prepare a report. A summary of AEW's report, and a presentation of background and recommendations, was presented to the Board of Commissioners at its July 8, 2010 meeting.

Several projects have been developed as a result of the recommendations of the evaluation study. As key components of park infrastructure having repair/replacement cost in excess of \$200,000, funding of these projects through HCMA's Supplemental Major Maintenance Reserve Account is recommended, in accordance with the Board of Commissioner's Resolution of February 10, 1994.

1. Sanitary Sewer Rehabilitation: Project includes full-length and sectional cured-in-place pipe and sectional repairs, plus pre-construction video inspection of gravity sewers. Contract was authorized by the Board of Commissioners on October 14, 2010 to Liqui-Force Services, Inc. in the amount of \$138,191. Change order No. 1 authorized by Board of Commissioners on February 10, 2011 in the amount of \$46,000 to provide repairs of additional failed areas encountered after video inspection. Project complete.
2. Water Main Replacement: Project includes replacement of the 4-inch and 6-inch plastic mains from the existing 12-inch main to the Eastwood Beach and Boat Launch areas. Design by AEW is nearly complete. Engineer's current estimate of probable cost is \$286,000.
3. Construct New Gravity Sewer to Shelby Township System: Replace the existing 6" sewage force main from the Boat Launch pump station to the 6-inch city of Rochester force main (along Washington Road) with a new gravity sewer main to the Shelby Township system; eliminate the Boat Launch pump station. Estimated cost is in the \$400,000 to \$600,000 range, depending upon route and alignment.
4. Continue monitoring and evaluation of the 6-inch force main under Stony Lake; provide operational data acquisition and reporting system at Baypoint pump station.

New Water Service Agreement

In order to implement the Water Main Replacement (Item No. 2), it is recommended that the existing water service agreement with Shelby Township be replaced with a new agreement. The background and justification for this are as follows.

The water system serving the southern portion of Stony Creek Metropark originates from Shelby Township's 16-inch asbestos-cement (AC) water main along 26 Mile Road; from there it connects to a 12-inch AC main extending into the park for approximately 3,000 feet. Near the entrance to Eastwood Beach the 12-inch main reduces to a 6-inch main, then splits into two 4-inch mains, one serving Eastwood Beach and one serving the Boat Launch area. Also connecting to the 12-inch AC main is an 8-inch water main (constructed by HCMA in 1990) serving eastern areas of the park, which is separately metered through a master meter located near the entrance to Eastwood Beach.

The 16-inch AC main along 26 Mile Rd., the 12-inch AC main into the park, and the 6-inch and 4-inch plastic mains were constructed by HCMA in 1969. Under an agreement between HCMA and Shelby Township dated Sept. 10, 1987, the 16-inch AC main along 26 Mile Rd. was conveyed to Shelby Township to own, operate and maintain. The agreement provided that Shelby Township also maintain the in-park mains, including the 12-inch AC main and the 6-inch and 4-inch plastic mains, while HCMA retained ownership of the in-park mains. Water bills are paid to Shelby Township.

The 12-inch AC main has not experienced breaks and requires no repair work at this time. However, the 4-inch and 6-inch plastic mains are beyond their useful life, and their replacement is HCMA's responsibility. The project currently under design will replace the plastic mains and reconnected them to the 12-inch AC main downstream of the existing meter. In this way the entire water system in the southern portion of the park can be master

metered, which it presently is not. These replaced mains would then be owned, operated and maintained by HCMA under the terms of the proposed new water service agreement.

The proposed new water service agreement with Shelby Township reflects the proposed changes to the system and clarifies the responsibilities of HCMA and Shelby Township. The proposed new agreement also clarifies the status of the 12-inch AC main extending into the park. This main should remain under Shelby Township's responsibility for ownership and operation, along with any future obligation to repair and/or replace it.

The proposed new water service agreement is attached. It is the result of numerous discussions between HCMA staff and Shelby Township staff over the last year or so. The parties are in agreement on issues outlined above, and the proposed agreement has been reviewed by HCMA's and Shelby Township's respective attorneys.

Although the water system is served by Shelby Township, and certain operation and maintenance responsibilities lie with Shelby Township, the system lies physically in Washington Township. Therefore Shelby Township provides out-of-district utility services to Stony Creek and coordination with Washington Township was necessary. Also, Washington Township is the emergency service provider for Stony Creek and its coordination with respect to fire hydrant locations and design was necessary. Washington Township's consent to out-of-district water service will be included as an attachment to the proposed agreement.

New Sanitary Sewer Service Agreement

In order to implement the New Gravity Sewer to Shelby Township (Item No. 3), it is recommended that a new sewer service agreement with Shelby Township be made to ultimately replace the existing sewer service agreement with the city of Rochester. The background and justification for this are as follows.

The Boat Launch pump station discharges into a 6-inch CI force main that runs approximately 3,400 feet to the south-westernmost corner of the park. From this point the 6-inch CI force main connects into the city of Rochester's sewer line, which extends approximately 2.7 miles along the Washington Road right-of-way and into the city of Rochester.

The entire sewer system from the Boat Launch pump station to the connection into the city of Rochester system, plus the 2.7 mile sewer main into the city of Rochester, was constructed by HCMA between 1962 and 1964. Under the terms of two agreements between HCMA and the city (then Village) of Rochester dated Jan. 28, 1963 and Aug. 12, 1965, the 2.7-mile sewer system located outside the park boundary was conveyed to the city of Rochester to own, operate and maintain. HCMA retained ownership, operation and maintenance responsibilities for the portion of 6-inch CI force main within the park. Under this agreement, either party can terminate the agreement after January 28, 1993, upon one year's written notice to the other party. Stony Creek's sewer bills are paid to the city of Rochester.

This 6-inch CI force main has experienced breakage in recent years. While it is difficult to precisely determine its condition and remaining life expectancy, based on its past performance Staff believes that its replacement is warranted in the near future.

In lieu of replacing this force main and discharging into the city of Rochester system, an alternative exists to discharge sewerage into the Shelby Township sewer system, which was developed after the connection of HCMA's system to the city of Rochester.

Water Service and Sanitary Sewer Service Agreements

June 2, 2011

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Sewage may be discharged into Shelby Township's gravity sewer located along 26 Mile Road via a potential new gravity sewer extending between 2,400 and 3,000 feet (depending upon most feasible route) to Shelby Township's system.

There are several advantages to this:

- It would eliminate the need for HCMA to replace the 3,400-foot 6-inch CI force main.
- It would eliminate the pump station, along with its associated operational, maintenance, repair and pumping costs.
- Shelby Township's sewer rates are more favorable than the City of Rochester's rates.

The proposed new sewer service agreement is attached. Like the water service agreement, it is the result of numerous discussions between HCMA staff and Shelby Township staff in the recent past. The parties concur on the issues outlined above, and the agreement has been reviewed by HCMA's and Shelby Township's attorneys.

As with the water system agreement, major portions of the Stony Creek sewer system lie physically outside of Shelby Township. While some portions lie in Shelby Township, major portions of it are located in Washington Township (Macomb County) and other parts lie within Oakland Township (Oakland County). Therefore, coordination with Washington and Oakland Townships is necessary for Shelby Township to provide out-of-jurisdiction utility service to Stony Creek Metropark, and their consent to out-of-district water service will be included as an attachment to the proposed agreement.

Attachments: **Stony Creek Water and Sewer Schematic Drawings**
 Water Service Agreement – Shelby Township
 Sewer Service Agreement – Shelby Township

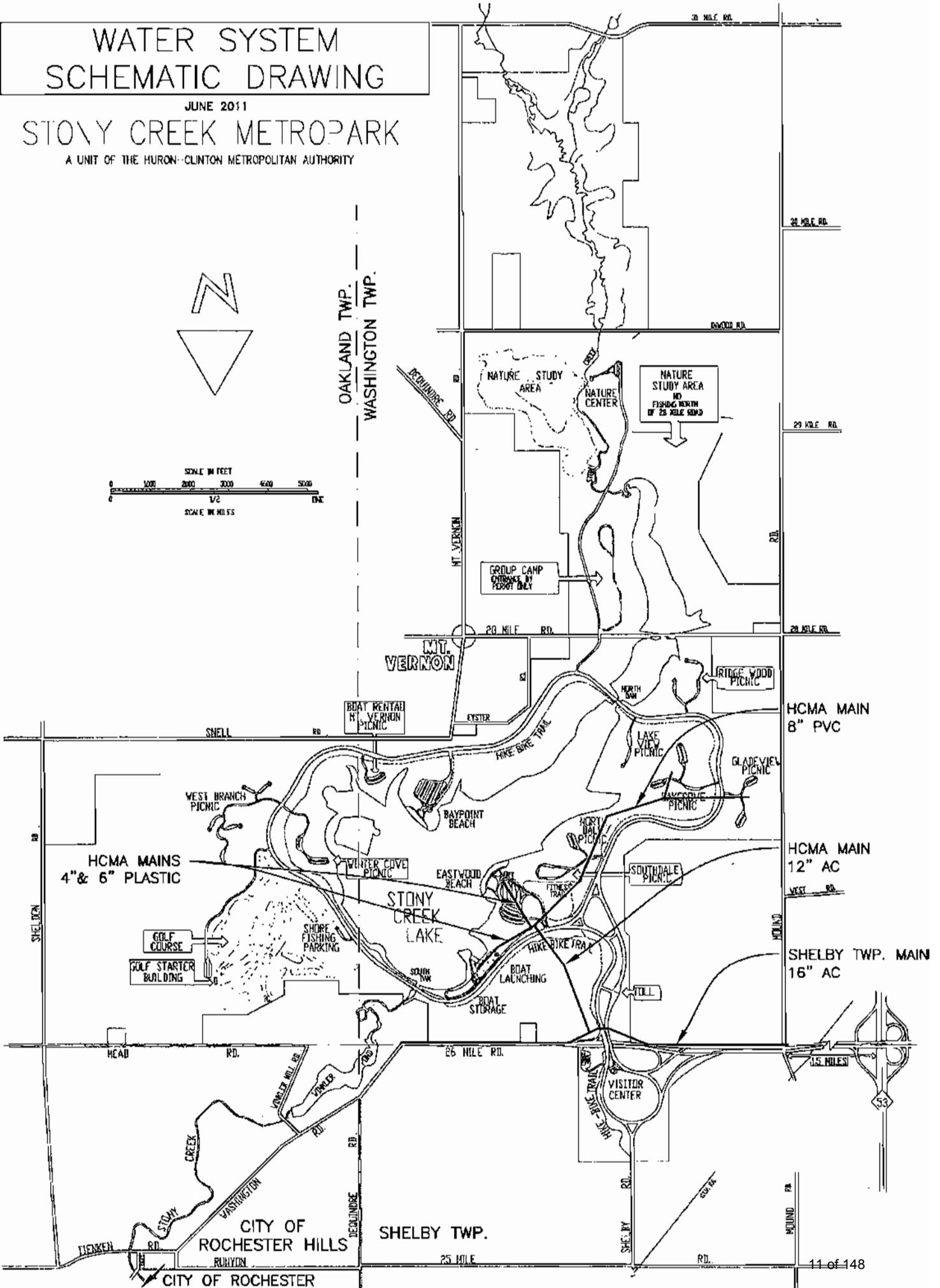
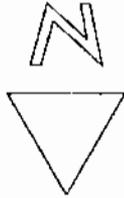
Recommendation: That the Board of Commissioners approve the attached Water Service Agreement and Sanitary Sewer Service Agreement with Shelby Township as recommended by Chief Engineer Arens and Staff.

WATER SYSTEM SCHEMATIC DRAWING

JUNE 2011

STONY CREEK METROPARK

A UNIT OF THE HURON-CLINTON METROPOLITAN AUTHORITY

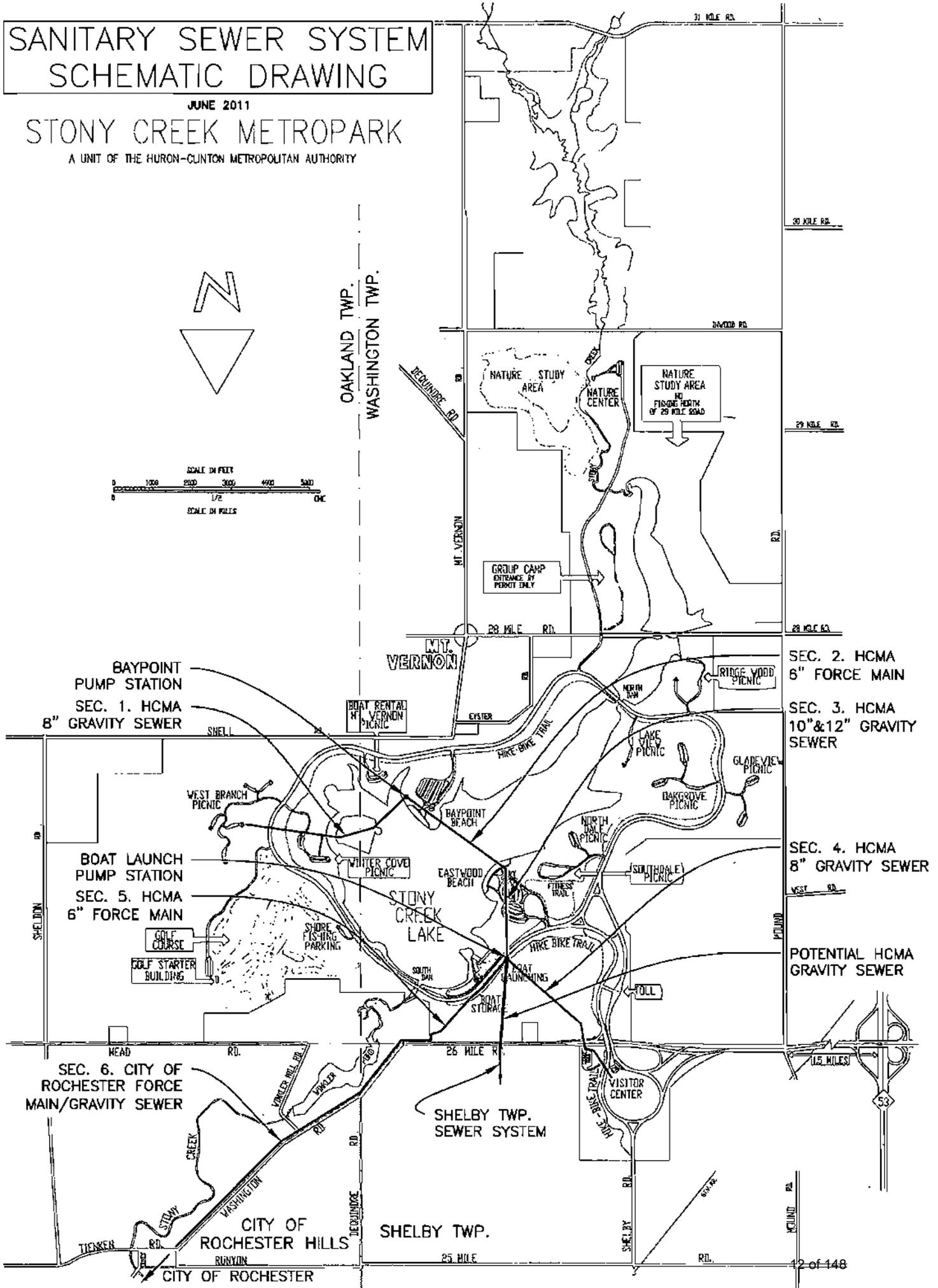
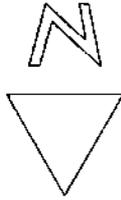


SANITARY SEWER SYSTEM SCHEMATIC DRAWING

JUNE 2011

STONY CREEK METROPARK

A UNIT OF THE HURON-CLINTON METROPOLITAN AUTHORITY



SEC. 3. HCMA
10" & 12" GRAVITY SEWER

SEC. 4. HCMA
8" GRAVITY SEWER

POTENTIAL HCMA
GRAVITY SEWER

BAYPOINT
PUMP STATION
SEC. 1. HCMA
8" GRAVITY SEWER

BOAT LAUNCH
PUMP STATION
SEC. 5. HCMA
6" FORCE MAIN

SEC. 6. CITY OF
ROCHESTER FORCE
MAIN/GRAVITY SEWER

SHELBY TWP.
SEWER SYSTEM

CITY OF
ROCHESTER HILLS

SHELBY TWP.

WATER SERVICE AGREEMENT
Between the Huron-Clinton Metropolitan Authority
and the Charter Township of Shelby

This Agreement is made on _____, 2011, between the Charter Township of Shelby, ("Shelby Township"), whose administrative office is located at 52700 Van Dyke, Shelby Township, Michigan 48316-3572, and the Huron-Clinton Metropolitan Authority ("HCMA"), whose administrative office is located at 13000 High Ridge Drive, Brighton, Michigan, 48114.

RECITALS

WHEREAS, HCMA owns property known as Stony Creek Metropark located in Washington and Shelby townships, Macomb County and Oakland Township, Oakland County, Michigan (the "Property"); and

WHEREAS, under the terms of an existing agreement between HCMA and Shelby Township dated September 10, 1987 ("Existing Agreement"), Shelby Township supplies water service to portions of the property within Washington Township via a water system connected to Shelby Township's 16-inch water main located along 26 Mile Road as depicted in Exhibit A (the "System"), and

WHEREAS, Washington Township has reaffirmed consent by letter dated _____ and attached herein as Exhibit B to Shelby Township continuing to provide water service to portions of the property located outside of Shelby Township and within Washington Township as provided under the terms of the Existing Agreement; and

WHEREAS, the Existing Agreement has been mutually beneficial and the Parties are desirous that Shelby Township shall continue to provide water service to portions of the property; and

WHEREAS, certain portions of the System are currently deteriorated, failing and in need of replacement and the Parties hereto desire to clarify the responsibilities for repair, replacement and ownership of the System as stipulated in the Existing Agreement;

NOW THEREFORE, the Parties agree:

1. Portion of System to Be Owned and Operated by Shelby Township: Shelby Township shall continue to own, operate, maintain, repair and replace as necessary the existing 12-inch water main extending from its connection at Shelby Township's 16-inch main along 26 Mile Road to and including the existing 8" meter pit and associated apparatus located within the Property and as shown in Attachment A. HCMA shall provide a easement twenty (20) feet wide centered on the existing 12-inch main and 20 feet around the perimeter of the existing meter pit, for purposes of access for operation, maintenance, repair and replacement of the main and appurtenances by Shelby Township, as shown in Attachment A.

2. Maintenance of Fire Hydrants by Shelby Township: Shelby Township shall provide routine maintenance on all existing and future fire hydrants within the Property at no cost to HCMA. Routine maintenance shall include hydrant flushing, valve exercising, lubricating and winterization on a schedule similar to hydrants within Shelby Township's jurisdiction. Shelby Township shall forward records of maintenance to Washington Township within thirty (30) days of work. HCMA shall be responsible for repair and replacement of fire hydrants as necessary to maintain fire hydrants in good, operable condition.
3. Portion of System to Be Owned and Operated by HCMA: HCMA shall own, operate, maintain, repair and replace as necessary all existing and future water system and appurtenances located outside and downstream of said meter pit unless otherwise stipulated within this Agreement.
4. Additional Connections: Shelby Township will permit the HCMA to make two (2) additional connections to the existing 12-inch main within the Property to serve Stony Creek Metropark without tapping or connection fees at the sole cost and expense of HCMA, provided that all plans and specifications relating to such connections are reviewed and approved by Shelby Township, which approval shall not be unreasonably withheld, and by the Michigan Department of Environmental Quality.
5. HCMA May Connect to its System: HCMA may at its sole expense connect to any portion of its water system located outside and downstream of said meter pit at any point, without assessment of fees or capital charges by Shelby Township.
6. Approvals and Permits: HCMA shall make application to Shelby Township for all approval and permits necessary under Shelby Township's ordinances and state law to connect to Shelby Township's water main.
7. Shelby Township Inspection: Shelby Township may inspect, test and approve the construction of any water service connecting to Shelby Township's water system. Shelby Township may charge reasonable fees to the HCMA for inspecting, testing and approval of all work.
8. Meter Readings: Billings: Meter readings from the 8" meter shall be used to determine the water usage for the Property. Shelby Township shall continue to directly bill HCMA for water service furnished to the Property at the wholesale rate charged to Shelby Township by the water supplier.
9. Payment of Bills: Charges billed by Shelby Township to HCMA pursuant to this Agreement shall be paid promptly by HCMA. Shelby Township shall notify HCMA of any charges which are delinquent for six months or more. Shelby Township shall include charges, plus any late payment charges required under Shelby Township's ordinance.

10. Compliance: HCMA shall comply with Shelby Township's Ordinances, rules, regulations and standards relative to cross-connections and prevention of infiltration of foreign matter into the water system, and Shelby Township may inspect water connection(s) at any reasonable time to verify compliance. Shelby Township shall notify HCMA regarding any non-compliance or need for corrective action or maintenance. If HCMA does not undertake the necessary corrective action or maintenance within a reasonable time, Shelby Township may perform the corrective action or maintenance and charge the cost thereof to HCMA. With respect to necessary emergency repairs or maintenance, Shelby Township may, without advance notice to HCMA, perform the same and charge the HCMA the cost thereof.
11. Minimum Operating Pressure: Shelby Township agrees to maintain a minimum pressure of 50 pounds per square inch of water pressure at the 8" meter-pit during normal operating conditions. Normal operating conditions include maximum water usage by other users, such as Washington Township and Shelby Township.
12. Discontinuation of Service: Shelby Township may temporarily discontinue water service when necessary for repair, replacement or maintenance, and HCMA waives any claim HCMA may acquire for damages for such discontinuance against Shelby Township, or their respective officials, employees or agents, provided that whenever Shelby Township anticipates a temporary discontinuance, as distinguished from an unforeseen or emergency discontinuance, Shelby Township shall attempt to provide reasonable advance notice to HCMA. Shelby Township's discontinuance of water service pursuant to this paragraph shall not release HCMA from HCMA's obligation to pay all amounts due under this Agreement.
13. Force Majeure: Neither Party hereto shall be liable to the other for any failure of performance due to causes beyond its reasonable control, the occurrence of which could not have been prevented by the exercise of due diligence ("Force Majeure"), such as acts of God, acts of the other Party, acts of civil or military authority, fires, floods, earthquakes, epidemics, windstorms, explosions, natural disasters, sabotage, vandalism, wars, riots, strikes, work stoppages, labor disputes, or changes in laws or regulations; provided, however, that written notice of such Force Majeure event (including the anticipated duration of the delay caused by a Force Majeure event) shall be given by the affected Party to the other Party as soon as possible after the event or occurrence.
14. No Consequential Damages: Except as expressly set forth herein, neither Party hereto shall be responsible to the other for incidental, indirect, or consequential damages, including, but not limited to, loss of profits or revenue.
15. Governing Law: This Agreement shall be governed and shall be interpreted in accordance with the laws of the State of Michigan.

16. Severability: Should any provision of this Agreement be or become invalid, ineffective or unenforceable in whole or in part, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby.

17. Notices: All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, by means of an overnight courier service or by facsimile to the address set forth below.

If to HCMA:
Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
Brighton, Michigan 48114
Attention: Executive Secretary

If to Shelby Township:
Charter Township of Shelby
52700 Van Dyke
Shelby Township, Michigan 48316-3572
Attention: Clerk

18. Counterparts: This Agreement may be executed in one or more counterparts, and all the counterparts shall constitute but one and the same Agreement.

19. Non-Waiver: Unless otherwise expressly provided in this Agreement, no waiver by HCMA or Shelby Township of any provision hereof shall be deemed to have been made unless expressed in writing and signed by HCMA or Shelby Township, as the case may be. No delay or omission in the exercise of any right or remedy accruing to HCMA or Shelby Township, as the case may be, upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by HCMA or Shelby Township of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other term, covenant or condition.

20. Captions: Section titles or captions contained in this Agreement are inserted as a matter of convenience and for reference only, and in no way define, limit, extend or describe the scope of this Agreement.

21. Attachments, Exhibits and Schedules: All Attachments, Exhibits and Schedules attached hereto shall be incorporated herein by reference as if set out herein in full.

22. Entire Agreement: This Agreement, together with all schedules and exhibits attached hereto or mentioned herein, shall constitute the entire Agreement between the Parties and may not be amended, modified or terminated except by a writing signed by the Parties hereto. This Agreement and the Schedules hereto wholly supersede any and all oral statements, representations or agreements made by the Parties to this Agreement. This Agreement shall become binding when executed by the Parties.

23. Construction of Agreement: This Agreement is the product of negotiations between the Parties and shall not be construed as being drafted by one Party as opposed to the other.

HCMA and Shelby Township have caused these presents to be signed on the day and year first above written.

Witnessed

Huron-Clinton Metropolitan Authority

_____ By: _____
Harry E. Lester, Chairman

_____ And: _____
John E. La Belle, Secretary

Date: _____

Witnessed

Charter Township of Shelby, a Michigan Charter Township

_____ By: _____
Richard Stathakis, Supervisor

_____ And: _____
Terry Kowal, Clerk

Date: _____

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2011, by Harry E. Lester, Chairman, and John E. La Belle, Secretary, of the Huron-Clinton Metropolitan Authority.

My Commission expires:

Notary Public, Livingston County, MI
Acting in Livingston County, MI

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this ___ day of _____, 2011, by Richard Sathakis, Supervisor, and Terry Kowal, Clerk, of the Charter Township of Shelby.

My Commission expires:

Notary Public, Macomb County, MI
Acting in Macomb County, MI

SANITARY SEWER SERVICE AGREEMENT
Between the Huron-Clinton Metropolitan Authority
and the Charter Township of Shelby

This Agreement is made on _____, 2011, between the Charter Township of Shelby, ("Shelby Township"), whose administrative office is located at 52700 Van Dyke, Shelby Township, Michigan 48316-3572, and the Huron-Clinton Metropolitan Authority ("HCMA"), whose administrative office is located at 13000 High Ridge Drive, Brighton, Michigan, 48114.

RECITALS

WHEREAS, HCMA owns property known as Stony Creek Metropark located in Washington and Shelby Townships, Macomb County and Oakland Township, Oakland County, Michigan (the "Property"); and

WHEREAS, HCMA owns and operates a sanitary sewer system serving areas of the Property (the "System") and which is currently connected to the City of Rochester's sanitary sewer system under the terms of existing agreements dated January 28, 1963 and August 12, 1965 (the "Existing Agreements"); and

WHEREAS, since the dates of the Existing Agreements, Shelby Township developed a sanitary sewer system extending to 26 Mile Road which is capable of providing sanitary sewer service to the Property more economically than is provided under the Existing Agreements and without the need of an existing force main and pump station within the System which is necessary to operate the System; and

WHEREAS; for reasons of improved economy and efficiency of the System, it would be advantageous for HCMA to connect to Shelby Township's sanitary sewer system; and

WHEREAS, Washington Township has agreed by letter dated _____ and attached herein as Attachment A to Shelby Township's providing of sanitary sewer service to portions of the Property located outside of Shelby Township and within Washington Township; and

WHEREAS, Oakland Township has agreed by letter dated May 9, 2011 and attached herein as Attachment B to Shelby Township's providing of sanitary sewer service to portions of the Property located outside of Shelby Township and within Oakland Township; and

WHEREAS, HCMA has advised the City of Rochester by letter dated April 25, 2011, of the potential for HCMA to construct a sanitary sewer connection to Shelby Township and the associated potential to terminate the agreement between the City of Rochester and HCMA dated January 28, 1963.

WHEREAS, Shelby Township's sanitary sewer system has a adequate capacity to receive sewage flow from the Property, and Shelby Township is willing to permit HCMA to connect its System into Shelby Township's sanitary sewer system;

NOW THEREFORE, the Parties agree:

1. Approvals and Permits: HCMA shall apply to Shelby Township for all approvals and permits necessary under Shelby Township's or ordinances and state law to connect to Shelby Township's sewer system, which approvals and permits shall not be unreasonably withheld by Shelby Township. HCMA shall be allowed one connection to Shelby Township's system under this Agreement, and Shelby Township will not charge a connection or tapping fee for this connection.
2. Construction of New Sewer by HCMA: HCMA shall be responsible for the construction of a new sanitary sewer extension (the "New Sewer") from the existing System to Shelby Township's sewer system. The New Sewer shall connect into Shelby Township's sewer system at a point near the intersection of 26 Mile Road and Copperfield Drive. HCMA shall construct a manhole and metering equipment near the north right-of-way line of said intersection, and upon its completion and acceptance, Shelby Township shall own, operate and maintain the portion of New Sewer located south of said manhole and including said manhole, connections and apparatuses. HCMA will own and operate the portion of New Sewer north of this structure. Metering of sewerage shall be by a flow meter approved by Shelby Township and this equipment shall be owned and operated by Shelby Township. The meter shall be calibrated at least once annually. HCMA shall pay all costs associated with the operation and maintenance of the meter by Shelby Township.
3. HCMA Ownership and Operation of System: HCMA shall continue to own and operate the System located within the Property. HCMA shall be permitted to perform any maintenance, repairs, modifications, alterations, connections or other work to the System it deems appropriate, including expansion of the System, provided said work meets applicable state and local laws and regulations.
4. Shelby Township Inspection: Shelby Township may supervise, inspect, test and approve portions of the New Sewer to be owned and operated by Shelby Township. Shelby Township may charge reasonable fees to HCMA for supervising, inspecting, testing and approving those portions of New Sewer to be transferred to Shelby Township for ownership, operation and maintenance by Shelby Township.
5. Compliance: HCMA shall comply with all applicable Shelby Township ordinances, rules, regulations and standards relative to cross-connections, industrial pre-treatment, and prevention of infiltration of foreign matter into the

System, and Shelby Township may inspect the sanitary System at any time, with proper notice, to verify compliance. Shelby Township shall promptly notify HCMA regarding any non-compliance or need for corrective action or maintenance. If HCMA does not undertake the necessary corrective action or maintenance within a reasonable period of time, Shelby Township may perform the corrective action or maintenance and charge reasonable costs thereof to HCMA. With respect to necessary emergency repairs or maintenance, Shelby Township may, without advance notice to HCMA, perform the same and charge the HCMA reasonable costs thereof. For the purpose of this Agreement, an "emergency" shall be defined as a situation in which the public health, safety and/or welfare is in imminent danger.

6. Sewerage Received by Shelby Township; Billing: Upon completion and acceptance of the New Sewer, Shelby Township shall receive sewerage flows from the Property into Shelby Township's sewer system. Shelby Township shall bill HCMA for sanitary sewer service furnished to the Property at the rate of 100 percent of the normal service and usage rate charged by Shelby Township for sanitary service, the rate being subject to change by Shelby Township at any time, consistent with the rate charges applicable to similarly situated customers of Shelby Township who are residents of Shelby Township.
7. Payment of Bills: Charges billed to HCMA pursuant to this Agreement by Shelby Township shall be promptly paid by HCMA. Shelby Township shall notify HCMA of any charges which are delinquent for six months or more. Shelby Township may include charges, plus any late payment charges required under Shelby Township's ordinance.
8. Discontinuation of Service: Shelby Township may temporarily discontinue sanitary sewer service when necessary for repair, replacement or maintenance, and HCMA waives any claim HCMA may acquire or damages or such discontinuance against Shelby Township, or their respective officials, employees or agents; provided, however, that when Shelby Township anticipates a temporary discontinuance, as distinguished from an unforeseen or emergency discontinuance, Shelby Township shall attempt to provide reasonable advance notice to HCMA. Shelby Township's discontinuance of sewer service pursuant to this paragraph shall not release HCMA from HCMA's obligation to pay all amounts due under this Agreement.
9. Flow Limitation: HCMA shall limit sewage flows to:
 - a. 200,000 gallons on the maximum day
 - b. 50,000 gallons per day annual average
10. Force Majeure: Neither Party hereto shall be liable to the other for any failure of performance due to causes beyond its reasonable control, the occurrence of which could not have been prevented by the exercise of due diligence ("Force Majeure"), such as acts of God, acts of the other Party, acts of civil or military authority, fires, floods, earthquakes, epidemics, windstorms, explosions, natural

disasters, sabotage, vandalism, wars, riots, strikes, work stoppages, labor disputes, or changes in laws or regulations; provided, however, that written notice of such Force Majeure event (including the anticipated duration of the delay caused by a Force Majeure event) shall be given by the affected Party to the other Party as soon as possible after the event or occurrence.

11. Connection by HCMA Not Mandatory: This Agreement shall not be construed to require HCMA to connect to Shelby Township's sanitary sewer system. The terms and conditions of this Agreement shall not be in effect unless and until HCMA issues to Shelby Township a written notice of intent to connect into Shelby Township's sanitary sewer system.
12. No Consequential Damages: Except as expressly set forth herein, neither Party hereto shall be responsible to the other for incidental, indirect, or consequential damages, including, but not limited to, loss of profits or revenue.
13. Governing Law: This Agreement shall be governed and shall be interpreted in accordance with the laws of the State of Michigan.
14. Severability: Should any provision of this Agreement be or become invalid, ineffective or unenforceable in whole or in part, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby.
15. Notices: All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, by means of an overnight courier service or by facsimile to the address set forth below.

If to HCMA:
Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
Brighton, Michigan 48114
Attention: Executive Secretary

If to Shelby Township:
Charter Township of Shelby
52700 Van Dyke
Shelby Township, Michigan 48316-3572
Attention: Clerk

16. Counterparts: This Agreement may be executed in one or more counterparts, and all the counterparts shall constitute but one and the same Agreement.
17. Non-Waiver: Unless otherwise expressly provided in this Agreement, no waiver by HCMA or Shelby Township of any provision hereof shall be deemed to have been made unless expressed in writing and signed by HCMA or Shelby Township, as the case may be. No delay or omission in the exercise of any right

or remedy accruing to HCMA or Shelby Township, as the case may be, upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by HCMA or Shelby Township of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other term, covenant or condition.

18. Captions: Section titles or captions contained in this Agreement are inserted as a matter of convenience and for reference only, and in no way define, limit, extend or describe the scope of this Agreement.
19. Attachments, Exhibits and Schedules: All Attachments, Exhibits and Schedules attached hereto shall be incorporated herein by reference as if set out herein in full.
20. Entire Agreement: This Agreement, together with all schedules and exhibits attached hereto or mentioned herein, shall constitute the entire Agreement between the Parties and may not be amended, modified or terminated except by a writing signed by the Parties hereto. This Agreement and the Schedules hereto wholly supersede any and all oral statements, representations or agreements made by the Parties to this Agreement. This Agreement shall become binding when executed by all Parties.
21. Construction of Agreement: This Agreement is the product of negotiations between the Parties and shall not be construed as being drafted by one Party as opposed to the other.

HCMA and Shelby Township have caused these presents to be signed on the day and year first above written.

Witnessed

Huron-Clinton Metropolitan Authority

_____ By: _____
Harry E. Lester, Chairman

_____ And: _____
John E. La Belle, Secretary

Date: _____

Witnessed

Charter Township of Shelby, a Michigan
Charter Township

_____ By: _____
Richard Stathakis, Supervisor

_____ And: _____
Terry Kowal, Clerk

Date: _____

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2011, by Harry E. Lester, Chairman, and John E. La Belle, Secretary, of the Huron-Clinton Metropolitan Authority.

My Commission expires:

Notary Public, Livingston County, MI
Acting in Livingston County, MI



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Gregory J. Almas, Deputy Director
 Subject: AirMarc, LLC Agreement for Waterslide
 Date: June 2, 2011

Airmarc, LLC is requesting to install and operate an inflatable water slide at Eastwood Beach within Stony Creek Metropark. The dimensions of the slide are 175 feet long by 47 feet wide with a height of 36 feet. Airmarc operates several of these slides in Florida but this would be their first in a northern climate. The water slide would be deemed a temporary structure due to the fact it would be inflated and deflated on a daily basis. Operation of the slide, if approved, would commence as soon as AirMarc, LLC can order and install the slide and end on Labor Day.

The initial agreement for the 2011 summer season would be considered a trial. The agreement could be renewed if the trial is evaluated as a success.

The Agreement provides in part that:

- AirMarc, LLC shall provide the structure and provide staffing for the operation,
- AirMarc, LLC shall pay the HCMA a commission of 20 percent of sales with a minimum guarantee of \$2500 per month, and that
- AirMarch, LLC shall provide insurance in the amount of \$1 million / \$2 million naming HCMA as an additional insured.

The Agreement has been reviewed HCMA Attorneys

Attachment: Agreement – AirMarc, LLC

Recommendation: That the Board of Commissioners approve the Agreement with Airmarc, LLC d/b/a Rip Slide on a one season trial basis as recommended by Deputy Director Almas and staff.

CONCESSIONAIRE AGREEMENT
Between
Huron-Clinton Metroparks
and
AirMarc, LLC d/b/a Rip Slide

THIS AGREEMENT (“**Agreement**”) entered into on the ___ day of _____, 2011, by and between Huron-Clinton Metropolitan Authority (the “**Authority**”) and AirMarc, LLC, a Florida limited liability company d/b/a Rip Slide (“**AirMarc**”) (collectively, “**Parties**”).

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

1. AirMarc’s Duties. AirMarc shall:

- a) Provide, install, and operate one Rip Slide slide at the location as hereinafter defined.
- b) Set up the water slide at the site designated at the Location, as hereinafter defined, including but not limited to securely anchoring the water slide, providing suitable ground covering to keep mud to a minimum. The water slide will be set up at the following location (“**Location**”):

Eastwood Beach Area
- c) Pay to the Authority a fee of 20 percent of monthly gross revenue per month (“**Fee**”), or \$2,500 per month, whichever is greater. Payment shall be paid by the 15th of every month for the previous month’s gross revenue, commencing on _____ and ending on _____.
- d) Ensure that the water slide is a temporary structure and inflate and deflate the slide daily.
- e) Ensure that the water slide is operated by properly trained Rip Slide employees, all of whom have specific duties, which include technical, safety, and operational support to ensure that the operation runs safely and efficiently.
- f) Maintain all of its equipment and the designated sites in a clean and safe manner.
- g) Provide clear, publicly viewable written warning of any latent or patent defect, condition or risk that may exist on the Location or that might be incurred by any person in connection with AirMarc’s exercise of its rights granted under this Agreement
- h) E-mail daily sales to whomever designated.

2. The Authority’s Duties. The Authority shall:

- a) Pay for water usage of Rip Slide at the Location.

3. Insurance.

- a) AirMarc, commencing on the date AirMarc first enters upon the Location, in accordance with this Agreement, shall from that time until the expiration or earlier termination of this Agreement, maintain at AirMarc's cost, a commercial general liability policy in occurrence form. Such policy shall include products, completed operations, and contractual liability coverage or endorsements, bodily injury liability coverage, shall not be self insured by AirMarc and shall have the following minimum limits:
1. \$1,000,000 per occurrence
 2. \$2,000,000 aggregate
- b) AirMarc shall provide the Authority with certificates of insurance on a standard ACORD form reflecting all coverages prior to commencing operations and at the Authority's request. AirMarc shall provide copies of current policies, with all applicable endorsements and provide contractual liability coverage.
- c) The policy shall provide that it shall not be subject to cancellation or any material change, which would or could affect the Authority. AirMarc shall provide the Authority evidence, satisfactory to the Authority, of the payment of the premium thereon.
- d) The liability policy obtained by AirMarc pursuant to this Section 2 and/or relating to AirMarc's use of the Location shall (i) name the "Huron-Clinton Metropolitan Authority" as an additional insured and (ii) provide for a thirty (30) day cancellation or change notice to the Authority in the event of any change in or cancellation of said policy.
- e) The Parties acknowledge and agree that the liability policy coverage minimums set forth in this Agreement shall not limit the liability of AirMarc to the Authority or to third parties in connection with AirMarc's activities and obligations under this Agreement.

4. Indemnity.

AirMarc shall defend at its expense, pay on behalf of, hold harmless, and indemnify the Authority, its officers, employees, agents, invitees, elected and appointed officials and volunteers (collectively, "**Indemnified Parties**") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses, and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses, and attorneys' fees at trial and on appeal (collectively, "**Claims**") for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any person or persons, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

- a) The ownership, occupancy or use of the Location by the Authority or AirMarc;
- b) The performance of this Agreement (including future changes and amendments thereto) by AirMarc, its employees, agents, representatives, contractors, subcontractors, or volunteers, including but not limited to AirMarc's duties under Section 1 of this Agreement;
- c) The failure of AirMarc, its employees, agents, representatives, contractors, subcontractors, or volunteers to comply and conform with any applicable law, statute, ordinance or regulation now or hereinafter in force, including, but not limited to violations of the Americans with Disabilities Act of 1990 (ADA) and any current or future amendments thereto; or

- d) Any negligent, reckless, or intentional act or omission of the AirMarc, its employees, agents, representatives, contractors, subcontractors, or volunteers, whether or not such negligence is claimed to be either solely that of the AirMarc, its employees, agents, representatives, contractors, subcontractors, or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the indemnified parties.
- e) The purchase of insurance coverage required by this Agreement, or otherwise, shall not relieve AirMarc from the requirements of this paragraph.

5. Operations.

- a) Any music provided by AirMarc at the locations shall be suitable for a family environment and be played at a reasonable volume, as determined by the Stony Creek staff, in its sole discretion.
- b) Vendor shall not open the water slide at any time when unsafe weather conditions exist or are imminent, as determined by Rip Slide in its sole discretion.
- c) Vendor shall not operate the slide in the event the beach is closed due to inclement weather.
- d) Stony Creek Metropark has the discretion to limit hours of operation if the operation of the slide may conflict with another park event.
- e) Fees and charges will be set by AirMarc. Maximum fees charged will be the following: first ride free, \$2 per ride, \$10 per hour, \$20 per day. Any discounts from set fees are at AirMarc's sole discretion.

6. Term and Termination.

- a) The term of this Agreement (“**Term**”) shall commence on the ____ day of _____, 20__ and expire on the __ day of _____, 20____.
- b) This Agreement may be terminated by either party, effective immediately upon providing written notice of termination to the other party.

7. Notification.

All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below-listed address at which it receives written notices by providing notice of such change to the other party in accordance with this paragraph.

 Attn: _____
 (Address) _____

 Phone: _____
 Email: _____

Airmarc LLC
 Aaron Redman
 P.O. Box 4368
 Orlando, FL 32802-4368
 Phone: (941) 223-0140
 Email: aaron@ripslide.com

7. Miscellaneous Provisions.

- a) The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the Parties. Any provision hereof which imposes upon the Authority or AirMarc an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof.
- b) AirMarc shall comply with all local, state, and federal statutes and ordinances and is responsible for obtaining all necessary state and local permits prior to setting up and operating the water slide.
- c) This Agreement encompasses the entire agreement between the parties and there are no other agreements of understandings, either written or oral.
- d) This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed.
- e) Should any part or provision of this Agreement be adjudicated inoperative or invalid the remaining provisions of the Agreement will remain in effect and operate as if the invalid or inoperative provision had never existed.
- f) This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Michigan. Venue for state court actions shall be in the circuit court of Oakland County or Macomb County, at the option of the Authority. Venue for federal court actions shall be in the Eastern District of Michigan. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.
- g) AirMarc and its employees, agents, and contractors are not employees of the Authority for any purpose whatsoever, including but not limited to, unemployment tax, social security contributions, income tax withholding, or workers compensation, whether state or federal. AirMarc shall pay and be solely responsible for all applicable taxes, both state and federal, in connection with its operations at the location.

(Signature page follows)

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

Witnessed

Huron-Clinton Metropolitan Authority

_____ By: _____
Harry E. Lester, Chairman

_____ And: _____
John E. La Belle, Secretary

Date: _____

Witnessed

AirMarc, LLC

_____ By: _____

_____ And: _____

Date: _____



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Michael Arens, Chief Engineer
 Subject: Solar Power Easement Agreement – DTE Energy SolarCurrents Project
 Location: Indian Springs Metropark
 Date: June 2, 2011

At the May 12, 2011 meeting of the Board of Commissioners, Staff presented a proposal for a Solar Power Easement Agreement with DTE Energy under DTE's SolarCurrents program. This proposal was developed in response to the Board of Commissioner's No. 11, 2010 direction to staff to negotiate with DTE toward the development of a photovoltaic power project at Indian Springs.

The proposed photovoltaic project, to be owned by DTE Energy and located on an easement to be granted by HCMA, will be approximately 390 kilowatts (kW) in capacity. It will occupy a site approximately 2.7 acres in area, located on the north side of White Lake Road and approximately 2,000 feet east of the park entrance, at the former Camp Pontiac prison site now owned by HCMA. DTE's total estimated cost to construct the project will be approximately \$2.2 million.

Under the Agreement, DTE will install, operate and maintain a photovoltaic system at its expense on HCMA property, in exchange for an agreed-upon construction payment and a separate annual payment for the term of the agreement. The program requires that HCMA enters into a 20-year contract with DTE that it will remain a DTE customer at the premises (Indian Springs Metropark) for the contract term, and that DTE will retain interest in the renewable energy credits (RECs) generated. The system will connect directly into DTE's distribution system.

At its May 12, 2011, the Board of Commissioners expressed concerns regarding the proposed Agreement, including proposed compensation to HCMA, and attorney joint representation in the development of the Agreement. The Board of Commissioners directed staff to continue working with DTE on the Agreement to address its terms and proposed compensation.

In response to the Board's direction regarding the proposed compensation, DTE Energy has agreed to increase the construction payment from \$7,800 as earlier proposed to \$9,400, and to increase the annual payment from \$7,800 to \$9,400.

Regarding joint representation by legal counsel, HCMA's legal firm (Miller Canfield, Paddock & Stone PLC) reviewed the proposed agreement (in particular the indemnification clause) on HCMA's behalf, while DTE Energy used its own in-house counsel (and not Miller Canfield, who also provides legal services for DTE) on the development of the Agreement. Michael McGee of Miller Canfield will be prepared to discuss this issue at the June 9, 2011 meeting.

Staff believes this project offers several benefits to the Metroparks. It will be compatible with the educational mission of the Environmental Discovery Center (EDC) at Indian Springs Metropark, and it will support HCMA's overall goals for sustainability in the Metroparks.

Solar Power Easement Agreement – DTE Energy SolarCurrents Project

June 2, 2011

Page Two

Interpretative opportunities will be provided at the project site and at the EDC, where an instructional kiosk will be provided by DTE.

The project will provide an alternative power generating system on a meaningful scale at a highly visible location within a Metropark, without capital investment by HCMA. And it will provide a valuable opportunity for HCMA and DTE Energy to become partners in supporting, and promoting education of, alternative energy systems within the Metroparks.

Attachment: Solar Power Easement Agreement

Recommendation: That the Board of Commissioners approve of the DTE Energy Solar Power Easement Agreement as recommended by Chief Engineer Arens and staff.

FORM SOLAR POWER EASEMENT AGREEMENT

This Solar Power Easement Agreement (“Agreement”) is made and entered into as of this _____ day of _____, 20____ (“Effective Date”) by and between the Huron-Clinton Metropolitan Authority, a public body corporate organized and operating under the provisions of Act 147, Public Acts of Michigan, 1939, having its offices located at 13000 High Ridge Drive, Brighton, MI 48114 (“Customer”), and The Detroit Edison Company, a Michigan corporation, having its offices located at One Energy Plaza, Detroit, Michigan 48226 (“Detroit Edison”). Customer and Detroit Edison may be referred to herein in the singular as a “Party” and collectively as the “Parties.”

WITNESSETH:

The following is a recital of the facts underlying the execution of this Agreement:

- A. Whereas, Customer agrees to allow Detroit Edison to develop a photovoltaic project including, but not limited to, Detroit Edison’s installation, maintenance and operation of the photovoltaic systems described in Schedule A (“System”) at Customer’s facility located at Indian Springs Metropark, Springfield Township, Oakland County, MI (“Premises”); and
- B. Whereas, Detroit Edison shall, at its sole cost and expense, engineer, procure and install any and all equipment in connection with the System.

NOW, THEREFORE, the Parties agree as follows:

1. Term:

- a. The term of this Agreement (“Term”) shall commence on the Effective Date and shall continue for a period of Twenty (20) years, except as such Term may be earlier terminated as provided herein, and subject to Detroit Edison’s right to extend the Term for periods of one (1) year each (“Renewal Period”) upon the expiration of the initial Term or a Renewal Period with Customer’s written consent, as the case may be, by written notice to Customer not later than sixty (60) days prior to the expiration of the initial Term or a Renewal Period, as the case may be, up to but not exceeding ten (10) Renewal Periods.
- b. At the expiration or earlier termination of the Term, Detroit Edison shall be afforded a period of one hundred eighty (180) days in which to remove the System and any other Detroit Edison Property (as defined herein) from the Easement Area (as defined herein) and Premises and restore the Easement Area and the Premises to the condition that existed prior to such installation, including, but are not limited to, native field grasses with six (6) inches of topsoil, provided that for roof mounted systems, Detroit Edison shall not be responsible for normal wear and tear, regardless of whether caused by the System or otherwise.

2. System:

- a. Detroit Edison shall, at its sole cost and expense, install and maintain the System upon, under and over the Premises in the location described in Schedule B ("Easement Area").
- b. Detroit Edison agrees that with respect to all its facilities, apparatus and equipment installed on the Easement Area, it will enter the same for taxation in its own name and pay any taxes levied thereupon. Detroit Edison will remit and bear the expenses of any taxes assessed and levied against personal property installed on the Easement Area and owned and/or possessed by Detroit Edison.
- c. The System will be owned, operated and maintained by Detroit Edison and will operate without the involvement of Customer.
- d. All energy, including capacity, generated by the System shall remain the sole and exclusive property of Detroit Edison.
- e. Detroit Edison shall, at its sole cost and expense, periodically inspect, clean, maintain, repair and replace the System at intervals determined by Detroit Edison to be necessary or desirable. Inspection, cleaning and repair of the System shall be in accordance with Detroit Edison's maintenance program.

3. Easement Area:

- a. The location of the Easement Area, as described and identified in Schedule B, is an approximate location of the Easement Area. Customer and Detroit Edison each agree that Detroit Edison may substitute an as-built survey for the description of the Easement Area identified on Schedule B by recording an amendment to this Agreement executed by Customer and Detroit Edison.
- b. The Easement Area shall be configured in a manner which allows Detroit Edison to construct, at its sole option and expense, a fence around the System. Detroit Edison shall have the right to restrict access to the Easement Area.

4. Right of Utilization: Customer hereby grants Detroit Edison an exclusive easement for the Term to install, inspect, maintain, repair, and replace the System at, upon, under and over the Easement Area, together with:

- a. the right of Detroit Edison to install, maintain, renew, and inspect, during the Term of this Agreement, the System as Detroit Edison determines to be necessary or desirable;
- b. the right of Detroit Edison for reasonable access to receive, unload, store, warehouse and protect all materials, tools and equipment on the Premises, as needed, and a lay down area on the Premises during construction of the System;
- c. the right of Detroit Edison to provide, install, and maintain through or under the Premises during the Term of this Agreement such cables, electric lines, ducts, transformers, and other apparatus as may, in the opinion of Detroit Edison, be necessary or desirable for connecting the System to or for the benefit of Detroit Edison's electrical system; and

- d. a non-exclusive easement for ingress and egress to and from the Easement Area to Detroit Edison and its employees, agents, contractors and subcontractors, at all times during the Term of this Agreement, to enter that portion of the Premises described in Schedule B and do thereon such acts and things as may be necessary or desirable for the purpose of installing, inspecting, maintaining, repairing, replacing and removing the System, electric lines or other ancillary equipment or apparatus.

Customer shall at all times have the right to make such use of the Premises as shall not be inconsistent with the exercise by Detroit Edison of the rights herein granted.

5. Customer Review of Plans and Specifications: Prior to construction of the system, Customer shall review and approve Detroit Edison's plans and specifications for the System, which approval shall not be unreasonably withheld or delayed. Customer shall not grant any licenses, easements, leases or rights of way, whether recorded or unrecorded, which may interfere with Detroit Edison's use of the Easement Area to operate the System.
6. Operation, Maintenance and Repair of System: Detroit Edison will operate, maintain and repair the System during the Term of this Agreement at the sole cost and expense of Detroit Edison. Detroit Edison shall provide reasonable notice to Customer prior to any maintenance and repair activities that may interfere with Customer's operations at the Premises, provided that in the event Detroit Edison needs emergency access after regular business hours, Detroit Edison shall contact Customer and Customer shall provide immediate access to the Easement Area. All work performed by Detroit Edison in connection with the installation, operation, maintenance and repair of the System shall be performed in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.
7. Compensation: Detroit Edison shall pay Customer as described in Schedule C.
8. Credits, Rebates and Incentives: All federal and state tax credits, renewable energy credits, including all renewable energy attributes and/or benefits, payments, grants, rebates, incentive payments, or other credits paid as a result of the design, installation, and/or operation of the System (hereinafter "Incentives") shall inure to the exclusive benefit of and become the exclusive property of Detroit Edison. Customer will cooperate in good faith as necessary to enable Detroit Edison to obtain all available Incentives. Apart from Customer's cooperation as set forth above, Detroit Edison shall be solely responsible for securing and receiving any Incentives.
9. Ownership. The System and all alterations, additions, improvements or installations made thereto by Detroit Edison and all personal property of Detroit Edison used in connection with the installation, operation and maintenance of the System, electric lines, ducts or other apparatus related to the System are, and shall be and remain, the personal property of Detroit Edison ("Detroit Edison Property"). In no event shall any Detroit Edison Property be deemed a fixture, nor shall Customer, nor anyone claiming by, through or under Customer (including, but not limited to, any present or future mortgagee of Customer) have any rights in or to the Detroit Edison Property at any time.

10. Termination of Agreement for Convenience: Detroit Edison shall have the right to terminate this Agreement upon thirty (30) days written notice to Customer at any time during the Term. In the event that Detroit Edison terminates this Agreement, Detroit Edison shall be provided reasonable time to remove the System and restore the Easement Area to its original condition prior to the installation of the System. Detroit Edison shall have no further obligations to Customer and Customer shall have no further obligations to Detroit Edison.
11. Full-Service Bundled Customer: Customer agrees that Customer shall be and remain during the Term of this Agreement a full-service bundled customer of Detroit Edison at the Premises by satisfying all of its electric power needs through electric power generated, distributed and transmitted by Detroit Edison ("Full-Service Bundled Customer"). Customer shall not sell, transfer or lease the Premises to any person or entity that is not a Full-Service Bundled Customer of Detroit Edison at the Premises. In the event Customer sells, transfers or leases the Premises to any person or entity that is not a Full-Service Bundled Customer of Detroit Edison at the Premises, Customer agrees to pay all actual costs incurred to remove and relocate the system as set forth in Sections 14 and 15.
12. Customer's Compliance with Applicable Laws: Customer, at its sole cost and expense, shall comply with all applicable federal, state and local laws, rules, regulations and ordinances relating to the ownership and occupancy of the Premises.
13. Customer's Obligations: Customer shall at all time during the Term of this Agreement use commercially reasonable efforts to maintain the Premises in good condition and repair. Customer shall not interfere with or cause or permit any interference with the System, electric lines, ducts, or other apparatus related to the System. For a System mounted on the roof of the Premises, in the event Customer needs to repair or replace a portion of the roof during the Term, Customer shall perform such repair and/or maintenance so as to minimize any interference with the System and, in the event that circumstances necessitate removing a portion of the System for such repairs, Detroit Edison will remove only that portion of the System to allow such repair upon reasonable notice. For any System mounted on the roof of the Premises, Customer shall remain responsible for complying with any and all requirements of the roofing manufacturer and/or installer and any requirements for the roof warranty.
14. Sale/Transfer/Lease of Premises: In the event of Customer's sale, transfer or lease of the Premises, the purchaser, transferee or lessee of the Premises shall be bound by this Agreement, it being the intent of the Parties that this Agreement shall be binding upon and inure to the benefit of the Parties' successors and assigns, and that the covenants contained herein, including but not limited to Sections 4 and 11, shall run with the land. Customer agrees that Detroit Edison shall have the right, without the further consent, approval or signature of Customer, to execute and record a short form of memorandum of this Agreement in the office of the Register of Deeds for the county in which the Premises are located in the form set forth at Schedule D. In the event this Agreement is terminated as provided herein, Detroit Edison agrees to record a memorandum discharging the notice in the office of the Register of Deeds for the county in which the property is located.

15. Removal/Relocation of the System:

- a. The Parties further agree that in the event that Customer closes or abandons the Premises or Customer elects to relocate the System to another Customer location, as provided below, during the Term of this Agreement, Customer shall reimburse Detroit Edison for the cost of relocating the System ("Removal Costs" as defined below) to (i) another Customer location acceptable to Detroit Edison, in its sole discretion, or (ii) if a Customer location is not available, then any third party location that is acceptable to Detroit Edison, in its sole discretion. Removal Costs shall include all costs and expenses incurred by or on behalf of Detroit Edison in connection with removal of the System from the existing Premises and repair or maintenance of the Premises, if applicable, and installation and testing of the System at such substitute premises and all applicable interconnection fees and expenses at the substitute premises, as well as costs of a new title search, other out of pocket expenses, and loss of revenue or other damages Detroit Edison may suffer as a result of such removal, provided that such costs shall not exceed \$2,000/Kilowatt or \$760,000 thousand ("Maximum Removal Cost"). [The Maximum Removal Cost shall be adjusted as follows:

Years 6-10 – 85% of Maximum Removal Cost
Years 11-15 – 65% of Maximum Removal Cost
Years 16-20 - 45% of Maximum Removal Cost

In the event that no acceptable location is identified, after closure, abandonment or a request for relocation, Customer shall reimburse Detroit Edison in the amount of the Maximum Removal Cost. Notwithstanding anything stated to the contrary in this Agreement, Customer shall not relocate the System for the first five (5) years of the Term of this Agreement unless the Customer ceases operations at the Premises.

- b. If the Premises are closed or abandoned or Customer elects to relocate the System pursuant to Section 15a above, Detroit Edison shall have a period of one hundred eighty (180) days to remove the System from the Premises. A separate written agreement shall govern the reinstallation of the System at the alternate location, which shall include the time frame of the reinstallation.

16. Force Majeure: Neither Party hereto shall be liable to the other for any failure of performance due to causes beyond its reasonable control, the occurrence of which could not have been prevented by the exercise of due diligence ("Force Majeure"), such as acts of God, acts of the other party, acts of civil or military authority, fires, floods, earthquakes, epidemics, windstorms, explosions, natural disasters, sabotage, wars, riots, strikes, work stoppages, labor disputes, or changes in laws or regulations; provided, however, that written notice of such Force Majeure event (including the anticipated duration of the delay caused by a Force Majeure event) shall be given by the affected Party to the other Party as soon as possible after the event or occurrence (but in no event more than thirty (30) days thereafter).

17. Customer's Default: A failure by Customer to perform or comply with any of the terms and conditions of this Agreement may be considered an event of default by Customer under this Agreement (hereinafter "Event of Default by Customer") at the option of Detroit Edison. If an Event of Default by Customer occurs, Detroit Edison shall notify Customer in writing of such default. Customer shall have thirty (30) days following written notice by Detroit Edison to cure the default unless by the nature of such default a longer period to cure is required, in which event Customer shall not be in default if it commences to cure the default within thirty (30) days of receipt of notice from Detroit Edison and diligently proceeds to cure the default thereafter. If an Event of Default by Customer has not been cured within such period, Detroit Edison shall have the right to terminate this Agreement, in which event Customer shall compensate Detroit Edison in accordance with Section 15a above.
18. Detroit Edison's Default: A failure by Detroit Edison to perform or comply with any of the terms and conditions of this Agreement may be considered an event of default by Detroit Edison under this Agreement (hereinafter "Event of Default by Detroit Edison") at the option of Customer. If an Event of Default by Detroit Edison occurs, Customer shall notify Detroit Edison in writing of such default. Detroit Edison shall have thirty (30) days following written notice by Customer to cure the default unless by the nature of such default a longer period to cure is required, in which event Detroit Edison shall not be in default if it commences to cure the default within thirty (30) days of receipt of notice from Customer and diligently proceeds to cure the default thereafter. If an Event of Default by Detroit Edison has not been cured within such period, Customer shall have the option to terminate this Agreement by written notice to Detroit Edison. Upon termination of this Agreement, Detroit Edison shall have one hundred eighty days (180) from the date of Detroit Edison's receipt of Customer's written notice of termination to remove the System from the Premises.
19. Assignment: Customer not may assign its rights and obligations under this Agreement to a purchaser, transferee or lessee of the Premises without Detroit Edison's prior consent, subject to Section 11 above. Detroit Edison may assign its rights and obligations under this Agreement to a subsidiary or a affiliate of Detroit Edison without the prior consent or approval of Customer. Detroit Edison may assign its rights and obligations under this Agreement to a party other than a subsidiary or a affiliate of Detroit Edison with Customer's prior written consent, which shall not be unreasonably withheld or delayed.
20. Insurance:
- a. The Parties will each, at their sole cost and expense, obtain and/or maintain insurance for personal injury and property damage, including contractual liability insurance, with combined limits of not less than \$2,000,000 Dollars per occurrence.
 - b. Customer acknowledges and agrees that Detroit Edison may fulfill its obligations under this Section 20 through self-insurance.
 - c. Detroit Edison will maintain Worker's Compensation insurance in at least the minimum amounts required by applicable Michigan law.
 - d. Upon either Party's request, each Party will provide the other with certificates of insurance evidencing all of the coverages required

hereunder and/or written certification, reasonably acceptable to both Customer and Detroit Edison, of such party's compliance with the requirements listed above.

21. Indemnity:

- a. To the extent permitted by law, Customer shall indemnify, defend and hold harmless Detroit Edison, its agents and employees, from and against any and all liabilities; obligations; damages (other than incidental, indirect, or consequential damages); penalties; claims; costs; damages or injuries to the personnel, equipment or facilities of Detroit Edison including the System, its employees, agents, contractors or subcontractors within the Premises; charges; losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by or asserted against Detroit Edison, its agents or employees, by reason of the negligent actions or omissions or willful misconduct of Customer or its agents, employees, contractors, or subcontractors in connection with Customer's activities at the Premises.
- b. Detroit Edison shall indemnify, defend and hold harmless Customer, its agents and employees, from and against any and all liabilities; obligations; damages (other than incidental, indirect, or consequential damages); penalties; claims; costs; damages or injuries to the personnel, equipment, facilities or Premises of Customer, or its employees, agents, contractors or subcontractors within the Premises; charges; losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by or asserted against Customer, its agents or employees, by reason of the negligent actions or omissions or willful misconduct of Detroit Edison or its agents, employees, contractors, or subcontractors in connection with Detroit Edison's activities at the Premises.

22. No Consequential Damages: Neither Party hereto shall be responsible to the other for incidental, indirect, or consequential damages, including, but not limited to, loss of profits or revenue.

23. Confidentiality: Neither Party shall make any disclosure of any information related to this Agreement without the specific prior written consent of the other, except for such disclosures to the Parties' lenders, creditors, officers, employees, agents, consultants, attorneys and accountants as may be necessary to permit each Party to perform its obligations hereunder and as required to comply with applicable laws, rules and regulations, and except for such disclosures as are subject to the Michigan Freedom of Information Act, Act 442 of Public Acts 1976 as amended. A Party's response to the other Party's request for written consent under this Section 23 shall be within fifteen (15) days, and written consent shall not be unreasonably withheld.

24. Public Announcement: The Parties shall consult with each other prior to issuing any public announcement, statement or other disclosure with respect to this agreement and neither Party shall issue any such public announcement, statement or other disclosure without first having written consent of the other Party, except as may be required by law.

25. Governing Law: This Agreement shall be governed and shall be interpreted in accordance with the laws of the State of Michigan.
26. Severability: Should any provision of this Agreement be or become invalid, ineffective or unenforceable in whole or in part, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby.
27. Notices: All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, by means of an overnight courier service or by facsimile to the address set forth below, or such other address as a Party shall designate by written notice in the manner set forth herein, and shall be deemed received upon the earlier of (i) if mailed, two (2) business days after the posting by a United States Post Office; (ii) if personally delivered, the date of delivery to the address of the person to receive such notice; (iii) if sent by courier service, two (2) business day after delivery to such courier service; or (iv) if given by facsimile, upon electronic evidence of receipt.

If to Detroit Edison:

The Detroit Edison Company
One Energy Plaza
Detroit, Michigan 48226
Attention: _____

With a copy to:

The Detroit Edison Company
One Energy Plaza
688 WCB
Detroit, Michigan 48226
Attention: Office of the General Counsel

If to Customer:

Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
Brighton, MI 48114
Attention: Executive Secretary

28. Counterparts: This Agreement may be executed in one (1) or more counterparts, and all the counterparts shall constitute but one (1) and the same Agreement, notwithstanding that all parties hereto are not signatory to the same or original counterpart.
29. Non-Waiver: Unless otherwise expressly provided in this Agreement, no waiver by Customer or Detroit Edison of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Customer or Detroit Edison, as the case may be. No delay or omission in the exercise of any right or remedy accruing to Customer or Detroit Edison, as the case may be, upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver

by Customer or Detroit Edison of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other term, covenant or condition.

30. Captions: Section titles or captions contained in this Agreement are inserted as a matter of convenience and for reference only, and in no way define, limit, extend or describe the scope of this Agreement.
31. Exhibits: All Schedules attached hereto shall be incorporated herein by reference as if set out herein in full.
32. Entire Agreement: This Agreement, together with all Schedules and exhibits attached hereto or mentioned herein, shall constitute the entire Agreement between the parties and may not be amended, modified or terminated except by a writing signed by the Parties hereto. This Agreement and the Schedules hereto wholly supersede any and all oral statements, representations or agreements made by the Parties to this Agreement. This Agreement shall become binding when executed by Customer and Detroit Edison.
33. Survival: The provisions of Section 21 hereof shall survive the termination of this Agreement for a period of two (2) years.
34. Construction of Agreement: This Agreement is the product of negotiations between the Parties and shall not be construed as being drafted by one Party as opposed to the other.

[signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this instrument on the date first written above.

Witnessed

Huron-Clinton Metropolitan Authority,
a Public Body Corporate

_____ By: _____
Harry E. Lester, Chairman

_____ And: _____
John E. La Belle, Secretary

Date: _____

Witnessed

The Detroit Edison Company,
a Michigan Corporation

_____ By: _____

_____ And: _____

Date: _____

Customer Acknowledgment

STATE OF MICHIGAN)
)§
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this _____ day of _____, by Harry E. Lester, the Chairman, and by John E. La Belle, the Secretary of Huron-Clinton Metropolitan Authority, a Public Body Corporate on behalf of the Huron-Clinton Metropolitan Authority.

Notary Public

_____ County, State of Michigan

My Commission Expires: _____
Acting in _____ County, Michigan

Detroit Edison Acknowledgment

STATE OF MICHIGAN)
)§
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, the _____ of The Detroit Edison Company, a Michigan corporation, on behalf of the Corporation.

Notary Public

Wayne County, State of Michigan

My Commission Expires: _____
Acting in _____ County, Michigan

Schedule C - Compensation

A. Construction Payment: Detroit Edison agrees to pay Customer the sum of \$9,400.00.

B. Annual Payment: After commercial operation of the System at the Premises, Detroit Edison agrees to pay Customer annually by December 1st for each year of the Term the sum of \$9,400.00.

**Schedule D –
MEMORANDUM OF SOLAR POWER EASEMENT AGREEMENT**

THIS MEMORANDUM OF SOLAR POWER EASEMENT AGREEMENT (this “Memorandum”) is made and entered into as of _____, 20__, by and between Huron-Clinton Metropolitan Authority, a public body corporate organized and operating under the provisions of Act 147, Public Acts of Michigan, 1939 (“Grantor”), and the Detroit Edison Company, a Michigan corporation (“Grantee”). (Grantor and Grantee are referred to collectively herein as the “Parties”).

WITNESSETH:

A. On the date hereof, the Parties have entered into a Solar Power Easement Agreement (the “Agreement”) pursuant to which Grantor grants to Grantee an exclusive easement for the installation, maintenance, operation, inspection, repair and replacement of certain photovoltaic systems and related cables, electrical lines, ducts, transformers and other equipment, on the Easement Area described in Exhibit A attached hereto and incorporated herein by reference, together with the right of ingress and egress to and from the Easement Area described in the Agreement.

B. The term of the Agreement commences on the date the System (as defined in the Agreement) is placed in service and generates electric power, and will continue in full force and effect for a period of twenty (20) years with ten (10) one-year renewal options, unless earlier terminated as provided in the Agreement. The Agreement further provides that during the term, the Grantee, and its successor owners, shall obtain electricity for the premises as a full-service bundled customer of Company.

C. The Parties desire to execute this Memorandum, which is to be recorded in order that third parties may have notice of the interests of Grantee in the Easement Area and of the existence of the Agreement and of certain easement rights granted to Grantee in the Easement Area as part of the Agreement.

NOW, THEREFORE, in consideration of the payments and covenants provided in the Agreement to be paid and performed by Grantee, Grantor hereby grants to Grantee the easements as described in the Agreement, on, over, under and across the Easement Area, all on the terms and conditions set forth in the Agreement. All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail. The Agreement contains the entire agreement of the Parties with respect to the subject matter thereof, and any prior or contemporaneous agreements, discussions or understandings, written or oral (including, without limitation, any options or agreements for easements previously entered into by the Parties with respect to the Easement Area), are superseded by the Agreement and shall be and hereby are released, revoked and terminated.

[signature page follows]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum as of the day and year first above written

Witnessed

Huron-Clinton Metropolitan Authority,
a Public Body Corporate

_____ By: _____
Harry E. Lester, Chairman

_____ And: _____
John E. La Belle, Secretary

Date: _____

Witnessed

The Detroit Edison Company,
a Michigan Corporation

_____ By: _____

_____ And: _____

Date: _____

Acknowledged before me in _____ County, Michigan on _____, 20__,
by Harry E. Lester, the Chairman, and by John E. La Belle, the Secretary of Huron-
Clinton Metropolitan Authority, a Public Body Corporate on behalf of the Huron-Clinton
Metropolitan Authority.

Notary's Stamp: _____ Notary's Signature: _____
(Notary's name, county and date commission expires)

Acknowledged before me in Wayne County, Michigan, on _____,
20__,
_____ of The Detroit Edison Company,
a Michigan corporation, for the corporation.

Notary's Stamp _____ Notary's Signature _____
(Notary's name, county, and date commission expires)

Schedule A - Description of Photovoltaic System

Customer Name: Huron-Clinton Metropolitan Authority

Customer Address: Indian Springs Metropark, 5200 Indian Trail, White Lake, MI 48386

System Size (Nameplate kW DC): 386.1 kW

Mounting Option: Roof: Ballasted Roof: Structure-tied Ground

Proposed PV Technology: Mono/Poly Crystalline Thin-Film

Tilt: 30° (90° is vertical, 0° is flat)

Orientation: 180° (180° is south, 90° is east, 270° is west)

Area required for installation (sq. ft.):

Easement Area: 118,850 ft². See Schedule B for details.

Array Location Description: "Old Prison Site" on the north side of White Lake Road. This is a field east of Indian Trail, across White Lake Road from the closed prison. The easement will be on both sides of the existing driveway. At approximate coordinates: 42°41'37.56"N, 83°30'13.35"W

Inverter Location: Indoor Outdoor

Inverter Location Description: Outdoors, near the middle of the south side of the PV easement area.

Point of Interconnection: Direct 3- ϕ Grid interconnect to the DECo grid which runs along the north side of White Lake Road, south of the easement area.

Description of PV Mounting System: Ground mount, using helical pier posts, fixed angle and orientation rack structures. Modules to be attached in portrait orientation 2 high by 13 wide per rack. Final design to be determined.

Additional Project Requirements: Site improvements are necessary, including excavation and the removal of brush and trees. Some brush will require treatment with herbicide, removal of the root system to prevent re-emergence, chipping and removal of the remains, the cost of which must be added. An existing farm-type fence with a gate at the driveway runs along White Lake Road. If required, replacement of the gate must be added. The length of the fence ends just west of the easement site and is only across the front of the site. If a perimeter fence is required, it must be added. In addition to within the easement area, DECo requires permission to clear and maintain the area between the easement area and White Lake road, as well as areas within 100' east or west of the easement. This is to remove trees which may shade the array now or in the future.



**TOTAL PV Easement Area
118,850 Feet² (2.72 Acres)**



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Michael Arens, Chief Engineer
 Subject: MNRTF Project Agreement and Resolution, Hudson Mills – Dexter Trail
 Location: Hudson Mills Metropark
 Date: June 3, 2011

As reported to the Board of Commissioners on Dec. 9, 2010, the Board of the Michigan Natural Resources Trust Fund (MNRTF) awarded a grant in the amount of \$500,000 for the Hudson Mills – Dexter Hike-Bike Trail. This trail will be approximately three miles in length and will extend from the southern end of the existing West Side Trail to the northern end of the village of Dexter's Warrior Park trail. The Hudson Mills – Dexter Trail will include 13,800 lineal feet of 10-foot wide asphalt path, 1,480 lineal feet of 12-foot wide boardwalk, and two steel pedestrian bridges, one 40 feet long and one 100 feet long. Total estimated project cost is \$2,180,000.

The Hudson Mills – Dexter Trail will be an integral part of Washtenaw County's 35-mile Border-to-Border Trail. It is a companion project to the village of Dexter's Warrior Park Trail (currently under construction) and the Washtenaw County Parks & Recreation Commission's River Terrace Trail, to be constructed on Metropark land between the village of Dexter and Dexter Huron Metropark.

Like its companion projects, the Hudson Mills – Dexter Trail represents a partnership between multiple agencies. Those agencies, and their estimated cost participation in this project, are as follows:

Washtenaw County Parks & Recreation Commission (WCPARC)	\$242,000
Washtenaw County Road Commission (WCRC), Michigan Department of Transportation (MDOT) Enhancement Program	\$780,000
Washtenaw Area Transportation Study (WATS), Surface Transportation Program Funds	\$558,000
Huron-Clinton Metropolitan Authority	<u>\$100,000</u>
Total Local Match Subtotal	\$1,680,000
Michigan Natural Resources Trust Fund Grant	<u>\$500,000</u>
Total Estimated Project Cost	\$2,180,000

In order to receive the MNRTF grant, the Board of Commissioners is required to enter into a MNRTF Development Project Agreement with the Michigan Department of Natural Resources (MDNR), and to pass a Resolution accepting the terms of the Agreement. The Agreement includes the following key terms:

1. The MDNR will grant the amount of \$500,000 (23% of the total eligible project cost), whichever is less, on a reimbursement basis.

2. HCMA will make available \$1,680,000 (77% of total eligible cost) for the project. (Note: \$600,000 is included in HCMA's 2011 Capital Improvement Budget to fund HCMA's and the MNRTF's combined contribution. Funds from the other sources will be committed to the project under a separate agreement between HCMA, WCPARC, WATS and WCRC, currently under development).
3. HCMA will design and construct the project in accordance with plans and specifications approved by MDNR, and will obtain written approval from MDNR prior to making any significant change to the project.
4. HCMA will construct and operate the project in compliance with applicable federal, state and local regulations.
5. HCMA will complete the project by May 1, 2013.
6. HCMA will operate and maintain the project throughout its useful life.
7. The project shall be open to the public at all times on a non-discriminatory basis.
8. The project shall not be conveyed from HCMA ownership or converted to other than public outdoor recreational use without permission of MDNR.

Since the project will receive Federal Highway Administration (FHWA) funding through MDOT's Transportation Enhancement (TE) program, the project must be undertaken through MDOT's Local Agency program. The construction contract for the project will be issued by MDOT. WCRC has agreed to serve as the MDOT Local Agency for purposes of general administration of the project and will enter into the appropriate interagency contract(s) with MDOT.

HCMA will serve as project manager, designer and contract administrator as it customarily does, but in cooperation with and under the general direction of WCRC. HCMA must comply with all FHWA, MDOT and WCRC requirements, as well as the requirements included in the MNRTF Development Project Agreement. The multi-party agreement currently under development will address the responsibilities of the parties as well as their cost-sharing commitments. A progress draft of that agreement, subject to review and comment by the parties, is attached for information. Staff plans to bring this multi-party agreement to the Board of Commissioners for action at its July 14, 2011 meeting.

The project is currently in its early design stage. MDOT TE funds for this project have been programmed for 2012, therefore a construction contract may be issued no sooner than January of 2012.

RECOMMENDATION: That the Board of Commissioners approve the Development Project Agreement and Resolution as recommended by Chief Engineer Arens and made by Staff.



RESOLUTION

WHEREAS, The Michigan Department of Natural Resources (Department) has the authority to issue grants to local units of government for the development of outdoor public recreation projects under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended; and

WHEREAS, the Huron-Clinton Metropolitan Authority (Authority) has been awarded a development project grant by the Michigan Natural Resources Trust Fund for the purposes of constructing a non-motorized hike/bike trail at Hudson Mills Metropark (Project) in Washtenaw County, Michigan; and

WHEREAS, The Authority desires to accept this grant by accepting the terms and conditions of a Development Project Agreement (Agreement) between the Department and the Authority for Project Number TF10-040 entitled "Hudson Mills – Dexter Hike/Bike Trail"; and

WHEREAS, The Authority will develop the Project in cooperation with other partners, including the Washtenaw County Parks & Recreation Commission, the Washtenaw County Road Commission and the Washtenaw Area Transportation Study, which parties will, along with the Authority, contribute funds necessary for the local match for the Project; and

WHEREAS, the proposed Project is in accordance with the plans for Hudson Mills Metropark and the application for grant assistance approved by the Board of Commissioners of the Huron-Clinton Metropolitan Authority at their regular meeting of Thursday, March 11, 2010.

NOW, T HEREFOR E, B E I T R E S O L V E D that the Board of Commissioners of the Huron-Clinton Metropolitan Authority does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the Huron-Clinton Metropolitan Authority does hereby specifically agree, but not by way of limitation, as follows:

1. To assure appropriation of all funds necessary to complete the Project during the Project period and to provide for One Million, Six Hundred Eighty Thousand Dollars (\$1,680,000) to match the grant authorized by the Department.
2. To maintain satisfactory financial accounts, documents and records and to make them available to the Department for auditing at reasonable times.
3. To construct the Project and provide such funds, services and materials as may be necessary to satisfy the terms of the Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

The following aye votes were recorded: _____

The following nay votes were recorded: _____

I, George Phifer, Executive Secretary of the Huron-Clinton Metropolitan Authority, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the Huron-Clinton Metropolitan Authority at its regular meeting on June 9, 2011.

George Phifer, Executive Secretary

Date



**MICHIGAN NATURAL RESOURCES TRUST FUND
DEVELOPMENT PROJECT AGREEMENT**

Project Number: TF10-040

Project Title: Hudson Mills Hike/Bike Trail Development

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the **HURON-CLINTON METROPOLITAN AUTHORITY IN THE COUNTY OF WASHTENAW** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In PA 16 of 2011, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by **July 1, 2011**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); and Recreation Grant application bearing the number **TF10-040** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion is the date of execution by the DEPARTMENT **through May 1, 2013**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management.
 - a. All reports, documents, or actions required of the GRANTEE shall be submitted to the:

MICHIGAN NATURAL RESOURCES TRUST FUND
GRANTS MANAGEMENT
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
PO BOX 30425
LANSING MI 48909-7925

b. The GRANTEE'S representative for this project is:

Name: _____ Title: _____

Mailing Address: _____

Phone Number: _____ FAX: _____

E-mail Address: _____

- c. All notices, reports, requests or other communications from the DEPARTMENT to the GRANTEE shall be sufficiently given when mailed and addressed as indicated above. The DEPARTMENT and the GRANTEE may by written notice designate a different address to which subsequent notices, reports, requests, or other communications shall be sent.
4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).
5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C.
- Trail
 - Bridge
 - Boardwalk
 - Fencing
 - Site Amenities
 - Interpretive Signage
6. The DEPARTMENT agrees as follows:
- a. To grant to the GRANTEE a sum of money equal to **Twenty-Three (23%) percent of Two Million One Hundred Eighty Thousand (\$2,180,000.00) dollars**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Five Hundred Thousand (\$500,000.00) dollars**.
 - b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Twenty-Three (23%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.

- ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.
- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT engineering staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(k) of this Agreement.

7. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **One Million Six Hundred Eighty Thousand (\$1,680,000.00) dollars** in local match. This sum represents **Seventy-Seven (77%) percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.

- iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$25,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$1,000 and \$25,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 1990, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.
 - vii. Bury all new telephone and electrical wiring within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.

- g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
- h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.

- i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. To erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2011** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
 - a. Submit a written progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement within 90 days of project completion and no later than **August 1, 2013**. If the GRANTEE fails to submit a complete final request for reimbursement by **August 1, 2013**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.

12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Received a written exemption from the DEPARTMENT before the execution of this Agreement, and
 - b. Received prior written approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
 - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:

- a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the BOARD and implementation of mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and fair market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the BOARD.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.
19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended.

It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or
 - b. If any portion of the project area is a facility, documentation that Department of Natural Resources-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the MNRTF Board with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general

- rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
 27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
 28. Upon breach of the Agreement by the GRANTEE the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and/or
 - d. Require repayment of grant funds already paid to GRANTEE.
 - e. Require specific performance of the Agreement.
 29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
 30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
 31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of

race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.

32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
34. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.
35. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - a. The GRANTEE has signed the Agreement and returned it together with the necessary attachments within 90 days of the date the Agreement is issued by the DEPARTMENT, and
 - b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the _____, _____
date

_____ meeting of the _____
(special or regular) (name of approving body)

GRANTEE

SIGNED:

WITNESSED BY:

By _____

1) _____

Title: _____

2) _____

Date: _____

Grantee's Federal ID#

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

WITNESSED BY:

By _____
Steven J. DeBrabander

1) _____

Title: Manager, Grants Management

2) _____

Date: _____

**HUDSON MILLS TO DEXTER
NON-MOTORIZED TRAIL AGREEMENT**

Huron-Clinton Metropolitan Authority

Washtenaw County Parks & Recreation Commission

Washtenaw County Road Commission

Washtenaw Area Transportation Study

This Agreement is made and entered into by and between:

The **Huron-Clinton Metropolitan Authority**, a Michigan public body corporate organized and operating under the provisions of Act 147, Public Acts of Michigan 1939, as amended, with offices at 13000 High Ridge Drive, Brighton, Michigan 48843 (“**HCMA**”); and

Washtenaw County, a Michigan Municipal Corporation, by and through the **Washtenaw County Parks and Recreation Commission**, with offices at 2230 Platt Road, Ann Arbor, Michigan 48104 (“**WCPARC**”); and

The **Board of County Road Commissioners of the County of Washtenaw**, a public entity, with offices at 555 Zeeb Road, Ann Arbor, Michigan 48103 (“**Road Commission**”); and

The **Washtenaw Area Transportation Study**, a multi-jurisdictional agency, with offices at 705 North Zeeb Road, Ann Arbor, Michigan 48103 (“**WATS**”).

1.0 ACKNOWLEDGMENTS

1.1 The parties desire to cooperate in the planning, funding, design, construction and development of the Hudson Mills – Dexter Trail, a non-motorized trail approximately 2.90 miles in length extending from the southerly end of the existing West Side Bike Trail in Hudson Mills Metropark to the northerly end of the Village of Dexter’s Warrior Park to Westridge Subdivision trail (the “Project”), for mutual benefit of residents of Washtenaw County and the visitors of the HCMA.

1.2 The Project is an integral part of Washtenaw County’s Border-to-Border Trail system.

1.3 HCMA is owner of and possesses title in fee simple to real property on which the Project shall be developed and is committed to preserving the environmental and recreational values of the property.

1.4 HCMA has been awarded a grant for the Project from the Michigan Natural Resources Trust Fund (“MNRTF”) and has approved an agreement with the Michigan Department of Natural Resources (“MDNR”) at its regular meeting on June 9, 2011 whereby the MNRTF will grant \$500,000 toward the Project.

1.5 HCMA has committed by resolution dated March 12, 2009 to a contribution in the amount of \$100,000, toward the Project.

1.6 WCPARC has pledged by action taken at its regular meeting on April 9, 2009 a total of \$657,000 toward the development of the Border-to-Border Trail in Hudson Mills Metropark and the Village of Dexter, of which \$242,000 will be contributed to the Project.

1.7 The HCMA, the WCPARC, the Road Commission and the Village of Dexter have applied to and received from the Michigan Department of Transportation ("MDOT") preliminary approval (by Conditional Commitment dated November 18, 2010) of a Surface Transportation Program – Enhancement ("STPE") grant from the Federal Highway Administration ("FHWA") in the amount of \$780,000. MDOT will distribute federal funds on behalf of the FHWA only to agencies eligible to receive those funds under Act 51, Public Acts of Michigan 1951. Due to this mandate, the Road Commission is willing to accept approximately \$780,000 of FY2012 STPE funds from MDOT for the Project. In addition, the Road Commission, in cooperation with WATS, is willing to allocate approximately \$558,000 of FY2012 Surface Transportation Program – Urban (STPU) funds for the Project.

NOW, THEREFORE, in exchange for their mutual promises as set forth herein and other good and valuable consideration, the parties agree as follows:

2.0 FUNDING; RESPONSIBILITIES OF THE PARTIES

2.1 The Road Commission will provide general administration of the Project through MDOT's Local Agency Program and oversee construction of the Project in cooperation with HCMA. The Road Commission will accept from MDOT and allocate FY2012 STPE funds as stipulated herein for the Project.

2.2 WATS will allocate and transfer FY2012 STPU funds to WCRC as stipulated herein to the Project.

2.2 HCMA will allocate and make available funds as stipulated herein to the Project, of which \$500,000 will be funded through the MNRTF grant on a reimbursement basis through the MDNR.

2.3 WCPARC will allocate and make available funds as stipulated herein to the Project.

2.4 Allocations of costs to the parties, and percentage allocations of total Project cost to the parties, are as stipulated below. Actual allocations of Project costs to the parties hereto shall be based on the percentage allocations. In the event that total Project cost as determined after receipt of construction bids exceeds the total estimated Project cost stipulated below, then the parties reserve the right to renegotiate their respective contributions to the Project and other terms of this Agreement as they deem necessary.

<u>Funding Agency/ Funding Source</u>	<u>Total Estimated Allocation</u>	<u>Percentage Allocation</u>
HCMA (Including MNRTF Grant)	\$600,000	27.52%
WCPARC \$	242,000	11.10%
Road Commission (Enhancement - STPE) \$	780,000	35.78%
Road Commission (WATS - STPU)	<u>\$558,000</u>	<u>25.60%</u>
Total Estimated Project Cost	\$2,180,000	100.00%

2.5 Road Commission Responsibilities

2.5.1 Project Administration: The Road Commission will serve as the MDOT Local Agency for purposes of STPE and STPU project administration. In cooperation with HCMA and WCPARC, the Road Commission will coordinate design and construction engineering activities for the Project. The Road Commission will: enter into the necessary contract(s) with MDOT relating to the Project; coordinate the preparation of construction documents with HCMA and MDOT; and authorize MDOT to advertise, let bids and execute the necessary construction contract(s) for the Project, in accordance with the Road Commission's and MDOT's standard practices and procedures.

2.5.2 Project Payments and Funding: The Road Commission will remit payments of applicable Project costs to MDOT in accordance with its contract(s) with MDOT. The Road Commission will periodically issue invoices to HCMA and WCPARC for payment of Project costs as they are incurred on a percentage allocation basis, including applicable administrative costs of the Road Commission and MDOT.

2.6 HCMA Responsibilities

2.6.1 Project Administration: HCMA shall coordinate design, construction engineering and other Project development activities with the Road Commission, WCPARC, MDOT and the Village of Dexter.

2.6.2 Project Design: HCMA shall provide: route planning and conceptual design; environmental study or assessment; archeological study and obtain the necessary approvals from the Michigan State Historical Preservation Office; topographical survey; geotechnical investigation; design development; construction documents; and shall prepare and submit applicable environmental and other permit applications.

2.6.3 Construction: HCMA shall provide: construction engineering services and construction inspection under the general direction of the Road Commission; construction surveying; necessary testing and inspection not provided by the MDOT's construction contractor; and shall submit contractor pay applications and other construction contract documentation to MDOT and the Road Commission in accordance with the Road Commission's and MDOT's standard practices and procedures.

2.6.4 Project Payments and Funding: HCMA shall, promptly upon receipt of invoices periodically issued by the Road Commission, pay amounts invoiced including applicable administrative costs of the Project to the Road Commission and MDOT. HCMA will submit requests for reimbursement from the MDNR under the terms of their MNRTF grant agreement.

2.6.5 Ownership, Operation and Maintenance: HCMA shall own, operate, maintain and repair the Hudson Mills – Dexter Trail in perpetuity.

2.7 WCPARC Responsibilities

2.7.1 Project Administration: WCPARC shall coordinate design and construction engineering activities with HCMA, the Road Commission and the Village of Dexter.

2.7.2 Project Payments and Funding: WCPARC shall, promptly upon receipt of invoices periodically issued by the Road Commission, pay amounts invoiced including applicable administrative costs of the Road Commission and MDOT.

3.0 **GENERAL PROVISIONS**

3.1 All notices and invoices under this contract are deemed given when mailed by first class mail, postage pre-paid, or personally delivered as follows:

For Huron-Clinton Metropolitan Authority

Director
Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
Brighton, MI 48114

For Washtenaw County Parks & Recreation Commission

Director
Washtenaw County Parks & Recreation Commission
P.O. Box 8645
2230 Platt Road
Ann Arbor, MI 48104

For Washtenaw County Road Commission

Managing Director
Washtenaw County Road Commission
555 Zeeb Road
Ann Arbor, MI 48103

For Washtenaw Area Transportation Study

Executive Director
Washtenaw Area Transportation Study
705 N. Zeeb Road
Ann Arbor, MI 48103

3.2 The obligations of the parties under this Agreement shall be null and void in event that any application for grant and/or funding referred to herein is not approved, unless otherwise agreed to by the parties. This Agreement shall be null and void in the event that the Road Commission does not enter into contract(s) between the Road Commission and MDOT.

3.3 This Agreement constitutes the entire Agreement between the parties and all previous communications between the parties, whether written or oral with reference to the subject matter of this Agreement, are hereby canceled and superseded.

3.4 If any provision of this Agreement violates any law, the remaining provisions of this Agreement shall continue in full force and effect.

3.5 This Agreement shall be interpreted and construed in all respects in accordance with the laws of the State of Michigan.

3.6 This Agreement has been jointly drafted by the parties and, therefore, shall be construed and interpreted accordingly.

3.7 Failure or delay in performance of this Agreement by any party shall not be deemed to be a breach thereof when such failure or delay is occasioned by or due to any act of God, labor strike, lock-out, war, riot, epidemic, explosion, terrorism, breakage or accident to machinery or equipment, the binding order of any court or governmental authority or any other cause, whether of the kind enumerated here or otherwise, not within the control of the party claimed to be responsible for such failure or delay or other similar alleged breach of this Agreement.

3.8 Without the prior written consent of the governing body of any party, neither this Agreement, any interest created by this Agreement, or any claim arising under this Agreement shall be transferred or assigned by either party.

3.9 The parties agree and it is specifically understood that the parties' performance under this Agreement does not and shall not confer upon the Road Commission, WCPRC and/or WATS any right, title or interest in the Project. The Parties further agree that parties' performance under this Agreement does not and shall not confer upon HCMA or WCPRC any right, title or interest in any improvements of roadways under the jurisdiction of the Road Commission.

3.10 This Agreement does not create or vest any rights or privileges in any third party not a party to this Agreement. Notwithstanding any other provision of this Agreement, this Agreement and actions taken by the parties under this Agreement will not and shall not be construed by any third party or any court of law as vesting any rights or privileges in any third party under any circumstances.

3.11 Nothing herein shall be construed to constitute any party to this Agreement, or their member communities, contractors, agents or assigns, as a joint venturer or agent or general partner of the other, nor do the parties intend to create or engage in a joint venture or joint venture partnership by entering into and satisfying the terms and conditions of this Agreement.

3.12 This Agreement may be modified or amended only by written agreement, duly authorized and executed, of the parties hereto.

3.13 This Agreement shall be effective and binding on the date on which the last of the parties signs this Agreement. This Agreement may be executed in counterpart originals, one of which shall be retained by each party and each of which may serve as the original of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement the day and year here written.

HURON-CLINTON METROPOLITAN AUTHORITY

Dated: _____, 2011

By: _____
Its: Harry E. Lester
Chairman

Dated: _____, 2011

By: _____
Its: John E. La Belle
Secretary

WASHTENAW COUNTY PARKS & RECREATION COMMISSION

Dated: _____, 2011

By: _____
Its: Robert Tetens
Director

BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WASHTENAW

Dated: _____, 2011

By: _____
Its: Steven M. Puuri
Managing Director

Dated: _____, 2011

By: _____
Its: Douglas E. Fuller
Board Chair

WASHTENAW AREA TRANSPORTATION STUDY

Dated: _____, 2011

By: _____
Its: Terri Blackmore
Executive Director



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Susan H. Nyquist, Chief Planner
 Subject: Dexter-Huron Metropark River Terrace Trail Agreement(s) Key Terms
 Date: June 2, 2011

The Border to Border Trail in Washtenaw County is the result of Washtenaw County Parks and Recreation Commission's (WCPRC) effort to partner with other public agencies and to develop 35 miles of non-motorized trail through the scenic Huron River valley from the border of Livingston County to the border of Wayne County. As one of the partners in this effort, the Huron-Clinton Metropolitan Authority (HCMA) is cooperating with the WCPRC towards the completion of 1.42 miles of trail connecting the Village of Dexter to Dexter-Huron Metropark. At their regular meeting on August 12, 2010, the Board of Commissioners approved the following list of key terms and directed staff to finalize an inter-governmental agreement between the HCMA and WCPRC.

KEY TERMS

1. WCPRC to fund development, including design and construction of approximately 1.42 miles of non-motorized paved trail on HCMA property.
2. WCPRC and HCMA to fund future projects for minor repair of said trail on a 50-50 basis. Projects are to be approved and developed as mutually agreed upon.
3. WCPRC and HCMA to fund future projects for major repair of said trail on a 50-50 basis. Projects are to be approved and developed as mutually agreed upon.
4. Design and construction management of major repairs, reconstruction, maintenance, and improvements to be provided by WCPRC on their own initiative or upon request by HCMA when mutually agreed upon and funded on a 50-50 basis.
5. HCMA to operate, patrol, and provide regular maintenance on the trail as described in final agreement documents. Costs of regular patrol and maintenance will be shared on a 50-50 basis. HCMA will invoice WCPRC for patrol and regular maintenance annually per a maintenance agreement.
6. Both HCMA and WCPRC to indemnify the other party for losses, claims or damages arising from design, construction, financing, major repairs and maintenance of the trail as described in the final agreement documents.
7. The WCPRC shall maintain the necessary insurance to satisfy the indemnification and hold harmless provisions at its expense. Coverage should include Comprehensive General Liability Insurance and Broad Form Contractual Insurance.

Attachment: River Terrace Trail Agreement

Recommendation: That the Board of Commissioner approve the River Terrace Trail Development, Repair, and Maintenance Agreement with Washtenaw County Parks and Recreation Commission for the development of a non-motorized paved trail in Dexter-Huron Metropark as recommended by Chief Planner Nyquist and staff.

**WASHTENAW COUNTY PARKS AND RECREATION COMMISSION
HURON CLINTON METROPOLITAN AUTHORITY
RIVER TERRACE TRAIL DEVELOPMENT,
REPAIR AND MAINTENANCE AGREEMENT**

AGREEMENT between **WASHTENAW COUNTY**, a municipal corporation, by the **WASHTENAW COUNTY PARKS AND RECREATION COMMISSION**, whose address is 2230 Platt Road, Ann Arbor, MI 48104 (known as the “**WCPRC**”), and the **HURON CLINTON METROPOLITAN AUTHORITY**, a Michigan municipal corporation, whose address is 13000 High Ridge Drive, Brighton, MI 48114 (known as the “**HCMA**”), to confirm certain rights and obligations relating to the installation, operation, repair and maintenance of a hike-bike trail (the “**RIVER TERRACE TRAIL**”), which is legally described as set forth on the attached Exhibit “A”.

RECITATIONS:

WHEREAS, the WCPRC desires to provide the funding for the design, project management and construction of a 10-foot wide asphalt surfaced hike-bike trail, known herein as the RIVER TERRACE TRAIL, for public outdoor recreational use which focuses on the protection of natural resources; and

WHEREAS, the RIVER TERRACE TRAIL is proposed to be in at Mast Road/Central Street where they cross the Huron River in the Village of Dexter, then east approximately 1.42 miles to Dexter-Huron Metropark ; and

WHEREAS, the HCMA is the current owner of the real property described in the attached Exhibit “A” and is committed to preserving the conservation and recreational values of said property; and

WHEREAS, the HCMA desires to convey a 50 foot wide temporary construction easement (the “ Construction Easement”) and a 30 foot wide exclusive recreational easement (the “Recreational Easement”), as set forth in Exhibit “A,” to the WCPRC for the installation, operation, repair and maintenance of the RIVER TERRACE TRAIL.

WHEREAS, the WCPRC has requested that the HCMA assist by providing certain operation, repair and maintenance services for the RIVER TERRACE TRAIL, and the HCMA is adequately staffed and equipped to provide such services; and

WHEREAS, the HCMA desires to cooperate with the WCPRC in the development of the RIVER TERRACE TRAIL for the mutual benefit of residents of the WCPRC service area and visitors of the Metroparks found throughout the southeastern Michigan.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Property Conveyance. The HCMA warrants that it has the authority and intends to pursue whatever measures may be necessary to clear title to the RIVER TERRACE TRAIL, so that the Construction Easement and the Recreational Easement may be freely conveyed to the WCPRC.

2. Survey. The WCPRC shall provide planning and engineering services for determining preliminary alignment, topographic survey, and final design of the RIVER TERRACE TRAIL. The WCPRC shall prepare legal descriptions for the Construction Easement and the Recreational Easement.

3. Design. The design and construction of the RIVER TERRACE TRAIL shall comply with the applicable standards of AASHTO, HCMA (trail and structures capable of supporting maintenance, patrol and emergency vehicles) and other agencies having jurisdiction.

4. Funding. Through a millage, the WCPRC has secured funds to incur the total project cost of design and construction the RIVER TERRACE TRAIL.

5. Site Control. The HCMA shall convey the Construction Easement to the WCPRC on a temporary basis, which shall terminate upon completion of construction of the RIVER TERRACE TRAIL. The Recreational Easement shall be conveyed to the WCPRC for the WCPRC's exclusive legal use and benefit on a perpetual basis. The WCPRC shall allow the HCMA to continue using the RIVER TERRACE TRAIL for the following reasons:

- A. As authorized by the WCPRC, for purposes of efficiency and economy of staff and resources, the HCMA shall patrol the RIVER TERRACE TRAIL for public safety. This arrangement does not exclude the right of the WCPRC to provide similar or supplemental public safety services, and the WCPRC shall retain exclusive rights of control over the Recreational Easement.
- B. As authorized by the WCPRC, for purposes of efficiency and economy of staff and resources, the HCMA shall provide routine maintenance of the RIVER TERRACE TRAIL.
- C. As authorized by the WCPRC, for purposes of efficiency and economy of staff and resources, the HCMA shall provide minor repairs of pavements, grounds and structures on or related to the RIVER TERRACE TRAIL.

1. Routine Maintenance. The HCMA shall provide routine maintenance services, such as, grass cutting, vegetation control, minor erosion control, cleaning and sweeping, of the RIVER TERRACE TRAIL, and shall exclude snow removal. The maintenance services provided by the HCMA shall be based upon the standards applied throughout the Metroparks and shall comply with all ordinances and other building and zoning regulations of the local jurisdiction. Cost of operation and maintenance shall be shared equally; and, shall be in accordance with the terms of a separate Annual Maintenance and Repair Contract.

2. Minor Repairs. The HCMA shall provide minor repairs of pavements, grounds and structures on or related to the RIVER TERRACE TRAIL. Minor repairs may include those activities necessary to clear obstacles or blockages or establish any practice which is intended to survey, monitor, identify, report, correct, modify, change or improve any condition of the RIVER TERRACE TRAIL with respect to its safety for travel of persons or non-motorized vehicles. Any repair services provided by the HCMA shall be based upon the standards applied throughout the Metroparks and shall comply with all ordinances and other building and zoning regulations of the local jurisdiction.

3. Major Improvements. The WCPRC shall consult with the HCMA regarding any major improvements, repairs, alterations or reconstruction projects relating to the RIVER TERRACE TRAIL, as may be required in the future due to compliance issues such as safety, accessibility, environmental regulations, requirements of other agencies having jurisdiction, normal wear and tear, erosion, flooding, fire, overloading or other actions. Consultation between the parties is intended to promote uniform construction practices, coordinate any restrictions of use due to repair and alteration, and address any public safety issues which may arise therefrom. Upon mutual agreement of the parties, the HCMA may perform major improvements on behalf of the WCPRC.

4. Cost Participation. It is agreed that the WCPRC and HCMA will share equally in the cost of routine maintenance and minor repairs for those portions of the RIVER TERRACE TRAIL lying within HCMA property. The WCPRC shall be solely responsible for the cost of said activities for those portions of the RIVER TERRACE TRAIL lying outside the park boundaries. Funding of major improvements, repairs, alterations or reconstruction projects as may be required in the future due to compliance issues such as safety, accessibility, environmental regulations, requirements of other agencies having jurisdiction, or due to normal wear and tear, erosion, flooding, fire, overloading or other actions, shall be equally allocated between the HCMA and the WCPRC.

5. Remedy for Dispute. Future projects, which are required due to damage, deterioration or due to regulatory compliance issues, may be initiated, developed and constructed as mutually agreed upon between the HCMA and the WCPRC. If no agreement as to the need for such projects can be reached, HCMA and the WCPRC agree to submit the dispute to mediation or other mutually agreeable third party for resolution.

6. Ancillary Trails/Pathways. If the WCPRC desires to fund, develop and construct, at its sole cost and expense, future improvements related to, connected with, abutting or in the vicinity of the Recreational Easement or the RIVER TERRACE TRAIL, the WCPRC shall consult with the HCMA. In the event such improvements do not impair the use or operation of any HCMA land, park or recreational property, then the HCMA shall approve such improvements. If the HCMA desires to fund, develop and construct, at its sole cost and expense, future improvements related to, connected with, abutting or in the vicinity of the Recreational Easement or the RIVER TERRACE TRAIL,

and those improvements are not strictly due to compliance issues, damage or deterioration, the HCMA shall consult with the WCPRC. In the event such improvements do not impair the use or operation of the Recreational Easement or the RIVER TERRACE TRAIL, then the WCPRC shall approve such improvements.

7. Public Use Restrictions. The RIVER TERRACE TRAIL shall be available for use and enjoyment by the general public, on a non-discriminatory basis. Unless otherwise posted, the RIVER TERRACE TRAIL shall be open during the regular Metropark hours as published by the HCMA. Use of the RIVER TERRACE TRAIL shall be restricted to hiking-biking and other non-motorized recreational activities. Posts or bollards at the RIVER TERRACE TRAIL intersections and entrances may be necessary to keep motorized vehicles from entering. Such posts/bollards shall be visible to bicyclists and others, and shall have reflective materials and appropriate markings.

8. Rules and Regulations. The HCMA Rules and Regulations (the "HCMA Rules"), as amended from time to time by the HCMA, shall apply to the use of the RIVER TERRACE TRAIL by the public (see attached Exhibit "B"). In the event of a conflict between the terms of this Agreement and the terms of the HCMA Rules, the terms of this Agreement shall control. In addition, local, state and federal ordinances, codes and regulations shall preempt the HCMA Rules.

9. Permits and Approvals. The WCPRC shall obtain, directly or through an appropriate sponsor, all necessary local, state and federal permits and approvals for the design, construction, and development of the RIVER TERRACE TRAIL.

10. Indemnification. To the extent permitted by law, the WCPRC shall be responsible for and shall indemnify, defend and hold harmless the HCMA, their agents, officers, officials and employees from and against any and all claims, suits, damages and losses in any way sustained or alleged to have been sustained, indirectly or by reason of or in connection with the WCPRC's exclusive rights to the Recreational Easement or from any other acts or omissions of the WCPRC, its employees, agents, contractors and consultants. The foregoing shall not be construed to be an agreement by the WCPRC to indemnify the HCMA against liability resulting from any acts or omissions of the HCMA or its agents, officers, officials or employees, in regard to, among other things, the HCMA's patrol, maintenance, repair, improvement, alteration or reconstruction of the RIVER TERRACE TRAIL which are the responsibility of the HCMA, as set forth in Paragraph 5 of this Agreement.

11. Insurance. The WCPRC and the HCMA agree to maintain the necessary insurance coverages to satisfy the indemnification and hold harmless provisions of this Agreement. The respective insurance policies shall be procured at each party's own expense, and shall include Comprehensive General Liability Insurance coverage, including personal injury liability and property damage liability coverage, together with Broad Form Contractual Insurance coverage sufficient to protect the WCPRC and the HCMA, its commissioners, officials, officers, agents and employees from any claims for

damage to property and for personal injuries which may arise in connection with this Agreement. Certificates of Insurance describing the coverages required hereunder shall be furnished to either party upon request, and each party must name the other as an "Additional Insured" on said policies. The insurance policies shall contain an endorsement providing for thirty (30) days' written notice prior to any material change, termination or cancellation of said insurance policies.

12. Failure to Proceed. Unless otherwise mutually agreed in writing, in the event the WCPRC fails to receive adequate funding for the installation and development of the RIVER TERRACE TRAIL, or in the event the WCPRC fails to proceed with the project within two (2) years from the date of execution of this Agreement, then this Agreement shall be null and void.

13. Termination. If the WCPRC fails to perform or satisfy the terms of this Agreement, the HCMA may issue written notice to the WCPRC indicating that the deficiency shall be cured within thirty (30) days following receipt by the WCPRC. The notice shall also set forth a date, time and place of a hearing before the HCMA, or any other board, body or designated official, for the purposes of allowing the WCPRC to be heard as to any objections to the HCMA's determination of an obligation that has not been undertaken. If following the hearing, the HCMA, or any other board, body or designated official, determines that the WCPRC has not performed adequately, the HCMA shall thereupon have the power and authority to cause its agents or the WCPRC to perform such obligations as reasonably found by the HCMA to be appropriate. This Section does not prohibit the HCMA from initiating any other appropriate legal action.

14. Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of the parties and their respective successors and assigns.

15. Amendment. This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement.

16. Severability. The various parts, sections and clauses of this Agreement are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

17. Controlling Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Michigan and shall be subject to enforcement only in Michigan courts.

18. Run with the Land. The terms, provisions and conditions of this Agreement are and shall be deemed to be of benefit to the Recreational Easement and shall run with and bind said Easement, and shall bind and inure to the benefit of the successors and assigns of the parties to this Agreement.

THIS AGREEMENT was executed by the respective parties on the dates specified with the notarization and shall take effect upon execution.

WITNESSES:

**HURON-CLINTON
METROPOLITAN AUTHORITY,**

public body c orporate or ganized a nd operating
under t he pr ovisions o f Act 147, P ublic A cts o f
Michigan 1939, as amended

_____ By: _____
Harry E. Lester, Chairman

_____ And: _____
George Phifer, Executive Secretary

Date: _____

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
)
) §
COUNTY OF WASHTENAW)

On this _____ day of _____, 2011, before me appeared Harry E. Lester and George Phifer, to me personally known, who, being by me duly sworn, did said that they are, respectively, the Chairman and the Executive Secretary of the Huron Clinton Metropolitan Authority, and that said instrument was signed and sealed on behalf of the HCMA, by the authority of its Board of Directors, and they acknowledge said instrument to be the free act and deed of the HCMA.

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting in the County of: _____

Witnessed

Washtenaw County Parks and Recreation Commission

_____ By: _____
Name, Title

_____ And: _____
Name, Title

Date: _____

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
)
) §
COUNTY OF WASHTENAW)

On this _ ___ day of _____, 20 11, before me appeared _____ and _____, to me personally known, who, being by me duly sworn, did said that they are, respectively, the _____ of the WASHTENAW COUNTY PARKS AND RECREATION COMMISSION, and that said instrument was signed and sealed on behalf of said WCPRC, by the authority of its Board of Commissioners, and they acknowledge said instrument to be the free act and deed of said WCPRC.

_____, Notary Public

_____ County, Michigan

My Commission Expires: _____

Acting in the County of: _____



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: David C. Moilanen, Director
Subject: Attorney Use in Joint Representation Situations
Date: June 2, 2011

At the May 12 Board meeting, during the presentation of the DTE Energy SolarCurrents Project at Indian Springs Metropark, commissioners expressed concern about the Metroparks and DTE using the same law firm in the development of the easement agreement for this project. Questions we raised about the propriety of using the same firm in the negotiation of the contract, and if there are situations where joint representation comes up should the Board or should staff make the consent to joint representation.

To clarify the specific situation of the development of this easement contract, Metroparks legal firm of Miller, Canfield, Paddock and Stone PLC reviewed the contract, specifically the indemnification clause, on the Metropark's behalf. While Miller Canfield Paddock and Stone also represent DTE on some legal matters, it did not provide direct counsel on the development of this contract. Rather, DTE used its own in-house counsel to negotiate and develop the agreement.

In order to clarify the general process, procedures and policy in situations of joint representation, the concerns voiced at the May 12 meeting are being brought before the Board again for commission discussion. Metroparks' legal counsel, Michael McGee, will be at the June 9 meeting to offer his input on the matter.

RECOMMENDATION: That the Board of Commissioners give guidance to staff on the policy of using legal counsel in cases of joint representation and on whether the Board or staff should make the determination on using joint representation.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: David C. Moilanen, Director
 Subject: Strategic Plan Update
 Date: June 2, 2011

Staff continues to work on the Metroparks strategic plan. The strategic plan sub committees worked on action items for implementing the eight strategic goals of the plan and the ad hoc planning committee met as a whole in May to discuss and revise these action strategies.

The members of this committee come from all departments of the organization and from the commission. We appreciate the extra effort, thoughtful input and organizational outlook that everyone has contributed to this project. The strategic plan will provide a tactical approach to the development, operations and management of the park system in the coming five to 10 years. Additionally, the plan development process in itself is serving to help achieve one of the plan's primary goals, which is to change the culture within the organization.

Employees on the committee are energized by and engaged in their work of addressing major issues facing the Metroparks and by helping to provide the Metroparks direction. Working alongside Commissioner Jack La Belle on this major project has helped to build a sense of teamwork between staff and commission. The energy and commitment from staff, as well as from other staff and commission members, will be critical to implementing the strategic plan and to moving the Metroparks forward in a unified direction and purpose.

The attached strategic plan is still in draft form. Added to the eight issues and goals of the plan that have been presented previously to the Board, are a number of action strategies for achieving these goals. Each item includes a general statement of the action to be undertaken, tasks to complete the action, barriers to completing the action, timeline and evaluation. These are general statements of action at this point. Once it is agreed to move forward with these actions, the items under each strategic goal will be prioritized for completion and more detailed task descriptions for each action item will be developed by the subcommittee responsible for that action and goal.

We request that Board members review this draft strategic plan, and offer comments and suggestions about the plan over the course of the next few weeks. The strategic plan will then be brought to the Board at the July 9, 2011, Commission meeting for final approval.

Attachment: Draft Strategic Plan

RECOMMENDATION: That the Board of Commissioners receive and file this draft of the strategic plan as recommended by Director Moilanen and staff.

**HURON-CLINTON METROPARKS
STRATEGIC PLAN
DRAFT - JUNE 2011**

ISSUE 1 - STRENGTHEN METROPARK BRAND AND MARKETING

ISSUE 1

As a system, the Metroparks offers a rich array of recreational activities for the citizens of the southeast Michigan region. The fact remains, however, that many don't understand we are a multi-park system, others don't know the full array of what we offer, and others are simply unaware that we exist.

GOAL 1

Increase a commitment to marketing the Metroparks in an effort to provide information and engage the public and to increase awareness of Metroparks and program opportunities. Use marketing to increase park attendance, public participation and knowledge of the Metropark facilities, services, and programs.

TEAM

Holly Clegg, Jack Liang, Mike Broughton, Denise Semion, Kassie Kretzchmar, Cristin Perry, Amanda Streby, Bonnie Garrett.

ACTION 1.1

Strengthen the Metroparks visibility through community outreach.

TEAM

Kassie Kretzchmar, Denise Semion, Holly Clegg, Jack Liang, Mike Broughton, Bonnie Garrett

TASKS

- Develop various resources, including Metroparks video and power point, traveling library display, etc. Develop outreach program, resources, target groups and schedules.

BARRIERS

Although funding is in place for the video, funding will be needed for a traveling display. Need to develop outreach program. Need staff to coordinate/set-up traveling display.

TIMELINE

Video in process, to be completed summer 2011. To develop/refresh PowerPoint presentation by Sept 2011. To develop traveling library display by Sept 2011. Programs to be ongoing. Identify health events/new venues/target groups by Sept 2011.

EVALUATION

Set baseline goals for number of presentations to be given, and number of places for the display to be scheduled.

ACTION 1.2

Develop strategies to strengthen the Metroparks image

TEAM

Denise Semion, Kassie Kretzschmar, Amada Streby, Cristin Perry

TASKS

- Determine value of current logo for park system and individual parks.

BARRIERS

Logo/identity of Metroparks and individual parks needs to be examined. Cost needs to be determined.

**HURON-CLINTON METROPARKS
STRATEGIC PLAN
DRAFT - JUNE 2011**

ISSUE 1 - STRENGTHEN METROPARK BRAND AND MARKETING

TIMELINE

Evaluate by October 2011.

EVALUATION

If new logo is to be developed, set timelines for changes.

ACTION 1.3

Make Coupons for Golf and other facilities available on the HCMA Website:

TASKS

- Develop coupon discount program for e-mail/web. Need to strategize coupon opportunity as a way to expand e-mail list.

BARRIERS

Issues among IT, Accounting and Parks remain on ability to accurately account for coupons: is the system/staff ready for another promotional program?

TIMELINE

Need to launch by June 20, 2011.

EVALUATION

Need to capture information on the number of new golfers brought to the courses through this promotion.

ACTION 1.4

Conduct in-park surveys on image/brand/customer satisfaction (can add to this year's survey).

TEAM

Denise Semion, Kassie Kretzschmar, park administrators

TASKS

- Develop survey, implementation and evaluation.
- Need to set park goals and coordinate with five-year survey.

BARRIERS

Need park staff to conduct survey

TIMELINE

Surveys to be completed by Sept 2011

EVALUATION

Set goals for the number of surveys to be completed this summer at each park.

ACTION 1.5

Enhance entry signage to parks with electronic signs.

TEAM

Denise Semion, Kassie Kretzschmar, park administrators, Jack Liang, Amanda Streby

TASKS

- Research electronic signs – costs, installation requirements, township ordinance restrictions. Identify areas in several parks where signs could be placed.

**HURON-CLINTON METROPARKS
STRATEGIC PLAN
DRAFT - JUNE 2011**

ISSUE 1 - STRENGTHEN METROPARK BRAND AND MARKETING

- Find sponsors to defray costs. Research and sponsorship opportunities to be done by Community Relations with help from Deputy Director.
- Identify areas in parks to be done by planning with consult from parks management.

BARRIERS

Need to evaluate zoning issues, costs and sponsorship opportunities.

TIMELINE

Background research and identifying locations June - August 2011.

Develop sponsorship packet and solicit sponsors for at least one sign Sept. - Dec. 2011.

Install Fall – Spring 2012.

EVALUATION

Compare survey responses asking people how they learned about parks or programs before and after sign(s) installed.

**HURON-CLINTON METROPARKS
STRATEGIC PLAN
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ISSUE 2 - ENHANCING VISITOR EXPERIENCE AND BUILDING ATTENDANCE

ISSUE 2

Our parks are very well managed and our Park Superintendents do an excellent job of “running the parks.” We are not, however, aware of whether we are organized and accustomed to setting park by park objectives, centered around meeting the needs and interests of our individual park markets, or creating programs to drive attendance or other benchmarks for parks usage. In that each park offers a different array of recreational opportunities, a centralized, “one park fits all” approach to goal-setting and benchmarking will not capitalize on existing attendance and revenue opportunities at the

GOAL 2

Using a team approach the Metroparks management will improve existing visitor experiences (programs, events, facilities, etc.) and will create new opportunities for patrons and expand our attendance with a goal of reaching out to underserved populations. The Metroparks management team will set park specific objectives and develop a more systematic approach to gauging the needs and interests of users and non users.

TEAM

Kim Jarvis, Mike Lyons, Jim Pershing, Jerry Cyr, Jason Kulongowski

ACTION 2.1

Expand secret shopper program to key facilities to make sure that we are providing an accurate and unified message, and to make sure that our guests are being treated with respect and a genuine desire to be helpful. Key facilities should include golf, water, offices, and toll booths.

BARRIERS

Expense, staff time.

TIMELINE

Aug-11

EVALUATION

Compare survey results to accepted standards.

ACTION 2.2

Recognize, and embrace new technologies, such as WI FI that enhance our visitors experience at the Metroparks. Additionally, we must recognize that the definition for recreation is constantly changing and that what people were interested in doing (even just a few years ago) is always evolving.

TASKS

- Continue involvement of IT Work Team to incorporate WIFI technology at specific locations. Target areas of potential WIFI: focus to be primarily on water facilities (Turtle Cove, Splash & Blast, Lake Erie Pool), Marina's, and food bar locations.

**HURON-CLINTON METROPARKS
STRATEGIC PLAN
DRAFT - JUNE 2011**

ISSUE 2 - ENHANCING VISITOR EXPERIENCE AND BUILDING ATTENDANCE

BARRIERS

Funding, time consuming for IT department. Ensuring network security.

TIMELINE

Test pilot WIFI program at Kensington Splash & Blast Summer 2011. Expanded program to other facilities 2012.

EVALUATION

Track number of patrons requesting access code.

ACTION 2.3

Develop a customer service training program including a guidebook and videos for employees to provide a consistent message to the public.

TASKS

- Develop resources for employees including a manual with scripted messages.
For Example: "Thank you for calling the Metroparks, this is Jim at Metro Beach how may I help you." Use auto attendant only after hours.

BARRIERS

Funding will be a barrier if it is deemed necessary to hire a consultant to do this work. If the work is to be done in house time constraints will be a problem as staff will be pulled away from normal duties.

TIMELINE

March 2012 in time for spring orientation for employees.

EVALUATION

The success of this item would be measured by the "secret shopper" program.

ACTION 2.4

For all rental facilities (shelters, EDC, Welsh Activity Center, Nature Centers etc.) develop a "how did we do" form to make sure that we are hitting the mark in the customers' eyes with regards to needs, cleanliness, etc. This "form" could be generated electronically or in print form, or both, depending upon the customer's desire.

BARRIERS

Putting on website for patrons to fill out and return. Creating forms based on specific facility or program/event.

TIMELINE

Summer 2011

EVALUATION

Will be able to evaluate the success of this item based upon the percentage of responses received.

ACTION 2.5

Develop marketing support for operating revenue

TEAM

Jack Liang, Kassie Kretschmar

TASKS

- Parks to develop baseline goals i.e. golf rounds, parties, reservations

**HURON-CLINTON METROPARKS
STRATEGIC PLAN
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**ISSUE 2 - ENHANCING VISITOR EXPERIENCE AND BUILDING ATTENDANCE
BARRIERS**

Need to develop reporting mechanism

TIMELINE

Ongoing

EVALUATION

Develop reports and meet goals

**HURON-CLINTON METROPARKS
STRATEGIC PLAN
DRAFT - JUNE 2011**

ISSUE 3 - MAINTAINING PARK QUALITY

ISSUE 3

In a period of declining tax revenues, shrinking population and aging facilities at our parks, it is paramount that we develop a plan to maintain the quality of our parks and protect our resources. This may mean more thoroughly evaluating new construction, renovations and upgrades and weighing opportunities for capital improvements in a different way than in the past. When/if we do embrace expansion, it must be strategic and creative. In a contracting region, it may also mean considering bold steps regarding the future of a given park. We must ensure that we develop strategies and objectives to ensure the Metroparks address this important goal.

GOAL 3

Taking into consideration the declining revenues projected for the Metroparks, we must develop a plan to maintain the quality of the parks and protect our resources. This includes making a thorough review and evaluation of existing assets and services, and remaining committed to redevelopment, renovation, and reconstruction of aging facilities while carefully evaluating the need for new construction.

TEAM

Jeff Linn, Tonja Jolly, Scott Michael, Tamara Torongo, Jason Kulongowski

ACTION 3.1

Assess, evaluate and manage our assets.

TASKS

- Performing inventory of buildings. Engineering staff and Maintenance Supervisor will do walk-through in all buildings; and
- Performing review of facilities with operations/maintenance to develop a five-year plan.

BARRIERS

Time constraints between all parties to get buildings inventoried. Evaluate process of software programs.

TIMELINE

Perform inventory of buildings over 24 months.

EVALUATION

Review by engineering, director and deputy director once implemented.

TASKS

- Perform inventory of roads. Engineering is using a system called GIS/Roadsoft to inventory roads. Planning Department to inventory confined spaces and boundaries of parks.

BARRIERS

- Time consuming for engineering staff.

**HURON-CLINTON METROPARKS
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ISSUE 3 - MAINTAINING PARK QUALITY

TIMELINE

- Roads and bike paths within six months once the information is available. Confined spaces and park boundaries updated annually.

EVALUATION

Review by engineering, planning, director and deputy director once implemented.

TASKS

- Inventory entered into inventory management system. Initial asset inventory imputed by engineering and maintenance supervisors.

BARRIERS

Finding a system that meets needs and funding software/hardware.

TIMELINE

Investigate providers and software programs possible budget for the 2012/2013.

EVALUATION

Review data by park managers and maintenance supervisors.

ACTION 3.2

Establish preventative maintenance protocols.

TASKS

- Engineering and Park maintenance to develop a weekly, monthly and yearly check off list for buildings and roads. Park staff is responsible.

BARRIERS

Time consuming for engineering staff to develop task list.

TIMELINE

Begin developing check-off lists in the Winter 2012; completed by 2014.

EVALUATION

Review by park staff annually.

ACTION 3.3

Obtain more information when taking a building/facility over from a contractor after it has been built or renovated.

TASKS

- Require that contractors give an extensive walk through with staff when turning facilities over. This should be built into the RFP when sending it out to bid.
- Follow up with engineering that contractors are fulfilling their contract with a complete walk through.
- Have training to seasonally open and close a new facility and put training materials in writing.

TIMELINE

Policy would be implemented after completion of construction project.

EVALUATION

Responsible coordination between project engineer to park personnel.

**HURON-CLINTON METROPARKS
STRATEGIC PLAN
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ISSUE 3 - MAINTAINING PARK QUALITY

ACTION 3.4

Provide more information when staff (full-time and part-time) leaves.

TASKS

- Develop manuals for each facility pertaining to seasonal opening and closing.
- Develop manuals for each facility pertaining to daily opening and closing.
- Coordinate between parks to insure there is the same type of manual being used even though the information will be different at each location or facility.
- Retraining/training of staff for new job duties pertaining to new job assignments.
Example AFO, pesticides, etc. Coordinate with HR department.

TIMELINE

Performed in anticipation when attrition occurs.

EVALUATION

Performance of staff after transition occurs.

**HURON-CLINTON METROPARKS
STRATEGIC PLAN
DRAFT - JUNE 2011**

ISSUE 4 - ENSURING THE METROPARKS REMAIN VISIONARY

ISSUE 4

The founding ideas of the Huron-Clinton Metropolitan Authority remains sound and continues to provide direction for the Authority. The Huron-Clinton Metroparks are a regional, natural resource based provider of parks, and their associated recreational opportunities. The stewardship of the resources provides the base from which all management and development decisions come. These natural resources provide for a multiplicity of recreational activities. The Metroparks wide reach allows each park to develop its own unique assets and character based on its natural resources and its users. By having parks with many types of recreation, Huron-Clinton can provide recreational services to its broad cliental.

State of Michigan – Public Acts 1939 –No. 147 Section 2 describes the recreation product.

“As used in this act, parks shall be defined as areas of land, with or without water, developed and used for public recreational purposes, including landscaped tracts, picnic grounds, playgrounds, athletic fields, camps, foot, bicycle and bridle paths, motor vehicles drives, wildlife sanctuaries, museums, zoological and botanical gardens, facilities for bathing, boating, hunting, and fishing, as well as other recreational facilities for the use and benefit of the public.”

GOAL 4

Provide outdoor based recreation and education that is enjoyable, safe, FUN, and accessible to a large and diverse population at a reasonable cost.

TEAM

Jim Kropp, Laura Martin, Margaret Raymor, Bill Remer, Walt Sisler

ACTION 4.1

MAINTAIN THE RESOURCES – The Metroparks shall maintain the existing natural resources and developed facilities that have been acquired and built over the last century to a high quality. (Additional maintenance of existing facilities is covered in Issue 3).

TASKS

- GIS mapping of all parks for natural features.
- Provide this information to facility managers to better coordinate the management and maintenance practices for the park, mowing, invasive control methods, and compatible usage/activities.
- Rank natural features to better focus management resources and provide information for future budgeting.
- Educate staff on land management methods and sensitive areas.

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ISSUE 4 - ENSURING THE METROPARKS REMAIN VISIONARY

- Maintain the aesthetics and functionality of facilities to maximize usefulness, attractiveness, that encourage public use and enjoyment. Continue to improve the general appearance of the HCMA look or style. Building finishes, site furnishings, site equipment, signage, interpretive displays , trail signage to provide a professional unified Metropark look.
- Inventory facilities and furnishings and develop a management document. Establish a life expectancy for buildings and equipment.

BARRIERS

Available staff time to gather, inventory, and evaluate resources.

TIMELINE

Park Staff, Planning & Engineering / Spring 2012 - ongoing.

EVALUATION

Budget process will continue to assess resources in parallel with asset management program & visitor feedback.

ACTION 4.2

DEVELOPMENT - Explore new trends in recreation. New development shall be welcomed to increase visitation and diversity of use.

TASKS

- Vision for each park that promotes the unique characteristics, special character, and recreational niche they can offer. Team effort with Master plans.
- Develop and implement a decision process for future development and redevelopment projects. Study development need, review new projects with staff, public review/support, costs analysis, possible consultants for specialized activities.
- Focus on attracting new visitors and younger users. Encourage younger visitors, to existing facilities – trails, golf, beaches and by providing new activities.
- Track the recreation trends of the region and recreation services provided by other communities.
- Get to know diverse visitor groups in each park, what are their interests and activities. How do they use the park?
- Recognize, and embrace new technologies, that enhance our visitors experience at the Metroparks. Additionally, we must recognize that the definition for recreation is constantly changing and that what people were interested in doing (even just a few years ago) is always evolving.
- Maintain/ update park Master Plans.
- Look for new recreation activities, review rules that may limit new activities, and fitting new activities into the existing Metropark resource.

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ISSUE 4 - ENSURING THE METROPARKS REMAIN VISIONARY

- Communications with other agencies and recreation providers, networking with similar recreation providers (state, county, and local parks, schools, clubs, churches, regional tourism boards, rental groups, etc.) and inventorying similar activities provided by other recreation agencies.
- Look to increase events, concerts, leagues, clubs, partnerships, demo's, discounts, coupon, and electronic information access.

BARRIERS

Budget/staffing for capital intense development projects.

TIMELINE

Commissioners, Administrative Staff, Park Management / Spring 2012 - ongoing.

EVALUATION

Feedback from user interviews, visitors numbers, and revenues.

ACTION 4.3

Continue to focus on HCMA's core recreational activities.

TASKS

- Maintain the popular facilities that are the backbone of the Metropark. The large open areas of land, woods, water, trails, and picnic grounds.
- Trails are our most requested new facility and most used existing facility that see usage 365 days a year, develop a regional trail vision/policy.
- React to existing recreation use patterns within the parks regarding land, existing facilities, new facilities, the required staffing, and maintenance.
- Park user surveys.
- Review current facility usage, possible repurposing of underutilized facilities. Be flexible to change and repurposing.

BARRIERS

Available staffing with reduced staff numbers and ever increasing costs. Willingness to close or repurpose facilities. Staff time management.

TIMELINE

Commissioners, Administrative Staff, Park Management / Spring 2012 - ongoing.

EVALUATION

Feedback from user surveys, visitor numbers, and revenues.

ACTION 4.4

Land - Maintain a critical list of land acquisition parcels based on requirements of Master Plans.

TASKS

- Continue to monitor land sale listings within park boundaries, adjacent land listings, foreclosures, and tax delinquencies.

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ISSUE 4 - ENSURING THE METROPARKS REMAIN VISIONARY

- Develop a list of adjoining land parcels that are of high environmental quality, habitat, that buffer park activity areas, and provide viewsheds that protect the environmental quality of the parks and the community.
- Continue to consider the development of an urban park, that fits a Metropark character, economics, and resource based recreation activities.
- Maintain dialog with other government agencies to the possible opportunities and partnerships within the urban region.
- Stay involved with the communications /meetings of the reinvention of Detroit that is being done at this time.

BARRIERS

Funding to support land acquisition particularly when real estate rebounds.

TIMELINE

Continue to monitor land sale listings within park boundaries and adjoining land.
Executive Secretary, Administrative Staff, Park Management / Summer 2011 - ongoing.

EVALUATION

Report on real estate activities.

ACTION 4.5

ENVIRONMENTAL – The outdoor environmental resources are the backbone of the parks. The quality and scale of these large land holdings are what separates the Metroparks from county, city, and local parks.

TASKS

- Prepare baseline inventory of Metropark land resources throughout the parks.
- Land use management plans based on ecosystems. Prioritized ranking of natural areas to create a working document that is used as a planning guideline for the planning, management, land use, and protection of land, water, plants, and animals.
- Protect endangered species, species of concern, high quality ecosystems, and improve lower quality ecosystems.
- Provide budget information for the management of natural resource systems and the control of invasive species.

BARRIERS

Sufficient funding to address land management and invasive species control.

TIMELINE

Natural Resources and Planning / Spring 2012 - ongoing.

EVALUATION

Ongoing monitoring of plant/animal communities.

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ISSUE 5 - CHANGING OUR CULTURE

ISSUE 5

The future of the Metroparks system lies with the organization's ability to change the current culture of insularity and maintaining the status quo to one that is more collaborative, externally oriented, forward thinking and embraces the pursuit of continuous quality improvement. Leadership of the Metroparks – staff and Commission – need to address those entrenched attitudes, beliefs and practices that stand in the way of the parks capitalizing on agreed-upon strategic opportunities and realizing the vision for the future. Changing the culture will mean establishing new benchmarks for measuring success and holding parks accountable for meeting set goals. It will mean reaching out to break the perception of insularity, while protecting all that is good and valued about the Metroparks.

GOAL 5

The Metroparks will change the current culture of insularity and enter into more creative and collaborative relationships throughout all levels of the organizations to incorporate best practices and deliver high quality leisure experiences and services. Changing the culture will include embracing an attitude of continuous quality improvement, innovative problem solving, and collaboration, as well as establishing new benchmarks for measuring success, and accommodating the unique features and recreation potential for each of the Metroparks.

TEAM

Nolan Clark, Jeff Schuman, director, deputy director, George Phifer, Dale Alexander, Carol Stone, Kris Tobbe

ACTION 5.1

Continuation and expansion of monthly information from the Director, including weekly messages on important developments.

TASKS

- Ownership to be taken by Director and executive staff. Resources to include intranet, possibly video equipment.

BARRIERS

Labor.

TIMELINE

Ongoing monthly messages; expand to twice a month in July 2011.

EVALUATION

Feedback from employees and Employee Association leaders.

ACTION 5.2

Expanded annual employee information meetings. Encourage travel outside of employee's park and/or district to learn more about the organization as a whole.

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ISSUE 5 - CHANGING OUR CULTURE

TASKS

- Develop a "Special Parks District Forum" for HCMA employees.

BARRIERS

Labor cost and time.

TIMELINE

First program to be held in the Southern District - Fall 2011. Other districts to host forum in ensuing years.

EVALUATION

Survey employees to determine benefits obtained from visiting and learning about other parks.

ACTION 5.3

Commissioners, Director, Deputy Director work together to establish leadership training program for upper management.

TASKS

- Research possible leadership training programs.
- Establish list of those who will participate.

BARRIERS

Cost and time

TIMELINE

Institute 360 analysis summer - Fall 2011; develop plan over next year.

EVALUATION

Survey employees to determine change in supervision techniques after training program.

ACTION 5.4

Install recycled computers in common areas to give access to staff not normally using computers and expand email availability.

BARRIERS

IT ownership.
Budget and IT workload

TIMELINE

Begin installing surplus computers Fall-Winter 2011-2012.

EVALUATION

Identify number of additional employees who use computers to gain information about Metroparks activities.

ACTION 5.5

Enhance current supervisory training programs for first and second level supervisors especially operations department to improve abilities and techniques of new supervisors.

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ISSUE 5 - CHANGING OUR CULTURE

TASKS

- Human Resources to research various training programs for both initial training programs and periodical refresher course training.
- Budget funds for training.

BARRIERS

Cost.

TIMELINE

Research training programs - Summer 2011; budget for training in 2012; institute training program in 2012.

EVALUATION

Use Q12 survey of employees to determine level of employee engagement in their work and in the organization. Changes in number of grievances and/or employee complaints such as EEOC actions.

ACTION 5.6

Pursue obtaining agency accreditation through the Commission for Accreditation of Park and Recreation Agencies in order to foster best practices in parks management, to evaluate our operations in relation to other park agencies, and to get in writing various processes and procedures for park maintenance, operations and administration.

TASKS

- Outline necessary steps for each subject area of the accreditation process.
- Assign leadership for overall process and for each standards area.
- Go through process and arrange for outside reviewers to evaluate Metroparks compliance to standards data.

BARRIERS

Process is time consuming.

TIMELINE

Research and outline the process in 2012.

Conduct necessary research and compilation of data/proof of compliance with various standards - 2013/2014.

Complete accreditation by 2015.

EVALUATION

Compare user satisfaction survey results between surveys done before and after the completion of the process. Compare employee engagement survey data before and after process.

ACTION 5.7

Enhance orientation and training programs for part-time staff in order to better incorporate them into the Metroparks' culture and operation.

TASKS

- Evaluate current training and orientation for part-time staff, including obtaining input from part-time employees.

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ISSUE 5 - CHANGING OUR CULTURE

- Develop additional training modules that will better train part-time employees in customer service and instill a sense of being part of a larger team.

BARRIERS

Time needed for training; scheduling training.

TIMELINE

Evaluate current training and orientation program for Fall/Winter 2011-2012.

Research new training programs in 2012.

Budget for enhanced training programs in Fall 2012.

Implement new training practices in Spring 2013.

EVALUATION

Changes in visitor satisfaction from user surveys. Full-time supervisory staff will note changes in performance of part-time staff and evaluation process.

**HURON-CLINTON METROPARKS
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ISSUE 6 - INCREASING AND DIVERSIFYING FUNDING RESOURCES

ISSUE 6

Given that the tax base in southeastern Michigan is not growing and that an increase in the millage is not likely to elicit community support, the Metroparks must look to other opportunities for increasing and diversifying funding. A mixture of new programs, designed to generate revenue, coupled with unique sponsorship opportunities, must be explored. At the right time, the system may consider re-invigorating the Foundation concept, but this will be a long-term solution, not an immediate “fix.”

GOAL 6

Metroparks will look for new and creative opportunities for increasing and diversifying funding. Partnerships, sponsorships, grants, revenue producing facilities and programs, and at the right time, consider re-establishing the Foundation concept, will be explored for their potential fund development.

TEAM

Director, Marketing Manager, Community Relations

ACTION 6.1

Increase Corporate Sales of HCMA annual permits.

TASKS

- Park administration contact at least six corporations within a 30-mile radius and offer an explanation of the program in hopes that this will generate additional revenue. There are several companies, and one community, that take advantage of this program but we feel that there are other companies that are unaware of it and would be interested in purchasing our permits if they knew.

BARRIERS

Staff time.

TIMELINE

Fall 2011 make contacts for sale of 2012 annual permits.

EVALUATION

Increase number of annual permits sold to organizations per unit by 2013.

ACTION 6.2

Develop membership program for Metroparks to encourage more revenue from annual permit sales and more attendance.

TASKS

- Research membership programs in other park districts.

BARRIERS

Estimating appropriate pricing, establishing incentives to purchase, creating a transferrable annual permit, marketing new program.

TIMELINE

Research and program development through 2011; market and implement program for 2012.

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ISSUE 6 - INCREASING AND DIVERSIFYING FUNDING RESOURCES

EVALUATION

Generate 2,000 members in 2012; survey members to determine their perception of value of membership and to determine whether the membership encouraged them to visit the parks more often.

ACTION 6.3

Conduct a major fundraising effort in 2012-2013

TASKS

- Identify project or program to support through a fundraising effort
- Develop fundraising strategies, logistics and team members, including volunteers from outside organization.
- Develop collateral and market funding effort.
- Conduct fundraising event.

BARRIERS

Staff time.

Economic conditions make a fund raising campaign more difficult.

TIMELINE

Identify project and put team together fall 2011.

Put collateral and marketing plan together winter-spring 2012.

Conduct campaign throughout 2012.

EVALUATION

Amount of funds raised relative to the effort involved.

Support obtained from media.

HURON-CLINTON METROPARKS STRATEGIC PLAN DRAFT - JUNE 2011

ISSUE 7 - NATURAL RESOURCES STEWARDSHIP

ISSUE 7

The Metroparks recognize that its natural resources are the foundation of the organization and provide the platform for recreational and educational opportunities, and recognize that both man-made and natural threats, present and future will continue to put the long term sustainability of these resources in jeopardy.

GOAL 7

The Metroparks will continue to conserve, enhance, protect, and maintain significant elements of natural diversity, promote active stewardship for increased ecological integrity, support and encourage environmental sustainability, respect and honor the regions cultural and historical values, and encourage compatible recreational use within the park system for present and future generations.

TEAM

Paul Muelle, Mike George, Amanda Streby, Justin Smith

ACTION 7.1

Promote Diversity and Ecosystem Complexity: Conserve, enhance, protect, and maintain significant elements of natural diversity.

TASKS

- Identify significant natural communities, sensitive areas and locations of rare and protected species.
- Prioritize areas that can be actively managed to improve bio-diversity.
- Actively manage natural communities to promote sustainable diverse native ecosystems and restore these communities to ecological health.
- Develop a monitoring program for long term management strategies, and a recording and documentation protocol to track changes.
- Protect rare species, ecologically significant natural communities, habitat connections, and biological diversity at all scales.
- Base management practices on sound ecological principles and current scientific knowledge.
- Increase scientific information gathering.

ACTION 7.2

Promote active stewardship for improved ecological integrity.

TASKS

- Increase visibility of stewardship activities in the media, facilities, public information.
- Develop awareness of the strategic issues involved in natural resource management and environmental sustainability in the Metroparks both within the organization and with the general public.
- Develop partnerships with other organizations to improve, promote and facilitate natural resource management, planning, and implementation.

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ISSUE 7 - NATURAL RESOURCES STEWARDSHIP

- Develop robust volunteer program directed at attaining natural resource management goals.

BARRIERS

Staff Time
Funding

TIMELINE

In Progress - On-Going - Due to the expanse and diversity of the Metroparks ecosystems, the growing threat of invasive species, scientific information availability and the importance of public involvement, the process of data collection, monitoring, management and communication issues will be active and concurrent for the foreseeable future.

EVALUATION

Increase in acres managed and acres improved
Increased public involvement

ACTION 7.3

Develop Human-Ecosystem Interactions: Encourage compatible recreational use within the park system for present and future generations.

TASKS

- Allow for appropriate human use and enjoyment while protecting ecological quality and biological diversity.
- Incorporate the dynamic nature of ecological systems into a sustainable management plan, and evaluate and adapt plans to specific conditions as ecosystems change over time.
- Incorporate natural resource information into the Metroparks Master Planning process.
- Fully integrate the resource program at all levels of park management.
- Coordinate with other departments and park staff within the organization for mutually beneficial outcomes.
- Continually refine management approaches and systems to achieve cost-effective, efficient and sustainable outcomes.
- Anticipate organizational actions to prevent damage to the environment and develop processes and policies to protect our resources.
- Increase citizen involvement in bio-diversity conservation efforts.
- Respect and honor the region's cultural and historical values. Develop a clear definition of cultural and historical program goals

BARRIERS

Public/Employee attitude
Potential financial (budget) impact due to environmental or cultural considerations

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TIMELINE

In Progress - On-Going - It is incumbent upon the staff at all levels to understand, respect and incorporate the relationship between natural processes, cultural/historical values and the subsequent human impacts with the recreational and operational goals of the organization on a continual basis.

EVALUATION

Evidence of successful symbiotic relationships between environmental and cultural ideals and organizational development and operational programming

ACTION 7.4

Sustainability: Support and encourage environmental sustainability

TASKS

- Develop a comprehensive sustainability program for the Metroparks
- Engage employees in the development and integration of ecologically sustainable practices into the Metroparks daily management protocol.
- Monitor and track sustainable programs
- Encourage citizen involvement in sustainability efforts.

BARRIERS

Staff time for program development

Funding for some program goals

TIMELINE

In-Progress - Sustainability Program to be fully developed and approved in 2012.

Implementation of minor projects to continue in 2011 as the plan develops, sustainable programs to be integrated into park operations with measurable outcomes on a continual basis.

EVALUATION

Measured effectiveness of sustainability efforts (reduction in energy consumption, green house gases, water use, disposable goods, etc.).

Protection of resources.

Compliance with environmental laws, mandates and stewardship practices.

Balancing fiscal responsibility with environmental responsibility.

ACTION 7.5

Promote and facilitate the development of a Natural Resources staff that has the ability to plan and implement management activities.

TASKS

- Define long-term personnel needs for the various department activities.
- Work with management for opportunities to fill full and part-time positions.
- Explore funding sources to support additional positions.
- Provide adequate training and materials to support the positions.

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ISSUE 7 - NATURAL RESOURCES STEWARDSHIP

BARRIERS

Budget constraints/funding.

Office space.

TIMELINE

Define personnel requirements - 2011/2012.

Explore funding sources - ongoing.

Assess part-time positions - yearly during budget process.

Assess full-time positions - as opportunities arise/reorganization

EVALUATION

Increased management activity/acres managed.

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ISSUE 8 - ENHANCING EDUCATIONAL OPPORTUNITIES

ISSUE 8

The goal of the interpretive department has historically been to instill in the public awareness of S.E. Michigan's natural & cultural history through on-site programming, outreach, and support of scientific research. This goal is endangered by economic conditions which are resulting in deep funding cuts for facilities and personnel. Many schools, one of our primary educational targets, are yielding to these same budget demands and are cutting their field trips as well. Can our present methodology still meet this reality? Can we afford to sacrifice quality for the sake of quantity?

GOAL 8

The land holdings of the Huron-Clinton Metroparks encompasses a diverse spectrum of natural habitats and cultural sites in S.E. Michigan. In order to increase public awareness of these special places, we are charged to tell the stories that define our region. It is our mission to engage visitors, both on site and off, and to give them educational experiences focused on a "sense of place" within time and existing landscape. It is our belief that by so doing we are instilling some emotional ownership and a desire for responsible stewardship of historical and natural treasures.

TEAM

Mike George, Julie Champion, Jill Martin, Tim Phillips, Mike Tucker, Gerry Wykes

ACTION 8.1

Increase and/or maintain school use of interpretive programming.

TASKS

- Offer scholarships/grants (~\$250) to help defray school cost for transportation.
- Seek grant opportunities for transportation funding and develop partnerships.
- Visit with educators to help them see the value of using their limited funds to bring students to field trips experiences at Metroparks.
- Increase direct marketing to teachers.

BARRIERS

Inability of schools to visit due to their reduced budget.
Decreased awareness of interpretive programming to the public due to competing venues.
Decrease in personnel hours.

TIMELINE

Two-year introductory period in order to investigate scholarship/grant potential. Fall 2011 - initiate educator meetings for direct marketing.

EVALUATION

Series of 6-month evaluations conducted by the committee through the two-year integration period (4 evaluation sessions to determine next steps, etc.)

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ISSUE 8 - ENHANCING EDUCATIONAL OPPORTUNITIES

ACTION 8.2

Increase awareness of interpretive programming to the public.

TASKS

- Constantly assess our programs and adjust as needed (interpretive staff).
- Set up meetings with operations to look at feasibility of doing this.
- Offer package programs where a family can purchase a pass to attend an interpretive program and other park activities.
- "Boiler Plates" at beginning of programs.
- Attend local activities and fairs.
- Become integral to marketing plan.
- Evaluation of way-finder signs for the parks.

BARRIERS

Decrease in personnel hours
Competing venues

TIMELINE

Two-year introductory period to achieve package programming as part of our annual programming. One year to evaluate way-finder needs . Fall 2011 - initiate "boiler plate" and integration into marketing plan.

EVALUATION

Questionnaires to program participants (various delivery methods), and examine participant numbers to determine benefits of offering package programs. Also, Series of 6-month evaluations conducted by the committee through the two-year integration period (4 evaluation sessions to determine next steps, etc.)

ACTION 8.3

Promote a positive perception of Interpretive Department within the Authority (including the importance of historical and cultural interpretation).

TASKS

- Offer opportunities to educate staff in other departments within a park

BARRIERS

- Perception of what the interpretive profession is.
- Lack of opportunities to promote.

TIMELINE

One-year introductory period to initiate "self-promotion" efforts within our parks.

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ISSUE 8 - ENHANCING EDUCATIONAL OPPORTUNITIES

EVALUATION

One-year evaluation of success (what we did and how it went). Also, Series of 6-month evaluations conducted by the committee through the two-year integration period (4 evaluation sessions to determine next steps, etc.).

ACTION 8.4

Address the declining appearance of exhibits and facilities

TASKS

- Interpretive Exhibit Plan to be developed to coordinate the effort - in short, re-evaluate current interpretive facilities and emphasize their individual strengths.
- Include line item in budget to accommodate exhibit preparation and planning.
- Develop ways for visitors to donate toward wayside signs and exhibits.
- Seek-out grants.
- Yearly walk-through to assess each facility (include interpretive, engineering, planning departments).

BARRIERS

Funding.

TIMELINE

Two-year introductory period to complete interpretive exhibit plan and push to achieve line-item status for exhibits. Fall 2012 target date for completion of walk-through.

EVALUATION

Series of 6-month evaluations conducted by the committee through the two-year integration period (4 evaluation sessions to determine next steps, etc.)

ACTION 8.5

Continue Cohesiveness of the Interpretive Department

TASKS

- Maintain central coordinator for reorganization plan and strategic plan. This is vital to maintain these and new initiatives at the department head level.
- Chief of Interpretive Services to be heavily involved in budget of entire Interpretive Department.

BARRIERS

Chief of Interpretive Services position may be eliminated

TIMELINE

Timeline dependent entirely on implementation of district/reorganization plan.

EVALUATION

Evaluation will be an on-going annual assessment of issues. Additionally, Series of 6-month evaluations conducted by the committee through the two-year integration period (4 evaluation sessions to determine next steps, etc.)

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ISSUE 8 - ENHANCING EDUCATIONAL OPPORTUNITIES

ACTION 8.6

Enhance opportunities for non-formal/self-guided educational experiences

TASKS

- Seek out technology that would engage our visitor at remote locations in our parks. Cell phone tours, additional kiosk's, increase backpack program into other parks, increase remote location interactions with visitor by interpreters.
- Increase remote location interactions with visitors by interpreters.
- Develop large authority-wide events that work to the strengths of the interpretive program, and use interpreters from several parks.
- Include like organizations, guest lecturers, HCMA staff.
- Offer package programs where a family can purchase a pass to attend an interpretive program and other park activities.
- Assistance from HCMA staff to develop this initiative.
- Become integral to marketing plan.
- Make sure staff is accessible to the public.
- Maximize allocation of staff hours.

BARRIERS

Funding
Interpretive staff hours

TIMELINE

Two-year introductory period to achieve new self-guiding venues with on-going assessment and fund-seeking. One year to achieve analysis of technology and available funding etc.

EVALUATION

Series of 6-month evaluations conducted by the committee through the two-year integration period (4 evaluation sessions to determine next steps, etc.).

ACTION 8.7

Focus on quality of programs, rather than quantity of programs

TASKS

- Increase interpretive staff training
- Pursue training for non-interpretive staff
- Examine alternate evaluation techniques for programs

BARRIERS

Current perception that numbers = success
Funding

TIMELINE

Fall of 2012 for initiation of refined programming.

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**ISSUE 8 - ENHANCING EDUCATIONAL OPPORTUNITIES
EVALUATION**

Series of 6-month evaluations conducted by the committee through the two-year integration period (4 evaluation sessions to determine next steps, etc.) Include public evaluation of programs.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Gregory J. Almas, Deputy Director
Subject: May Donations (7)
Date: June 2, 2011

The following donations were received through May 31, 2011:

- An \$850 picnic table and Red Oak tree donation made by Patricia Millstead in memory of Patricia's grandmother to be used at Kensington Metropark.
- A \$500 donation for the "Wear the Gear" program made by Matthew R. Wolf and Robert Wolf and Co.
- A \$500 donation for the "Wear the Gear" program made by CNA.
- A \$400 bench donation made by Elizabeth Bell in memory of Kathy Lindsey to be used at Kensington Metropark near the Nature Center.
- A \$400 bench donation made by the Miller family in memory of Janet Miller to be used at Kensington Metropark near the Nature Center.
- A \$350 bench donation made by Deanna Demgen to be used at Lake Erie Metropark.
- A \$250 donation for the "Wear the Gear" program made by McGraw Wentworth.

RECOMMENDATION: That the Board of Commissioners formally accept the May donations and a letter of appreciation be sent to the donors as recommended by Deputy Director Almas and staff.

GEORGE M. CARR, P.C.

ATTORNEY AND COUNSELOR

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

June 1, 2011

Dear Chairman Lester:

The Legislature honored two of Governor Snyder's top priorities by passing both the state budget and business tax reform by Memorial Day. In sharp contrast to the last decade of last minute budgets and tax wrangling, Michigan has a budget and significant tax reform all before the traditional 4th of July recess. Neither package of reforms passed easily or without controversy and a significant number of implementation laws need to be passed yet this session.

The state's Fiscal Year 2011-12 budget was passed both in substance and form as requested by the Governor. Rather than the traditional 15 to 20 appropriations bills the budget was ultimately "rolled up" into two large bills including multiple departments. The budget was passed late last week and has been presented to the Governor who has two weeks to act. Even though the Governor and his staff worked closely with the Senate and House in the budget process several provisions may be subject to a veto. Issues ranging from stem cell research reporting to restricting domestic partner health care benefits may ultimately fall victim to the Governor's veto pen.

On the business tax front the Governor wasted no time in signing Michigan's new Corporate Income Tax into law. On the day before the budget passed, Governor Snyder signed a package of the most significant business tax reforms in over 30 years. Effective January 1, 2012 the Michigan Business Tax will be gone and a new 6% Corporate Income Tax will become effective. To pay for the revenue shortfall a continuation of the current 4.25% Income Tax and a new phased-in tax on pensions were adopted.

One of the remaining holes in both the state budget and business tax plan is the yet to be enacted tax on paid medical claims. With planned revenue stream of \$400 million per year this new tax is still in Senate Committee. While nearly every business organization in Lansing actively participated in the larger business tax debate this new tax plan has gone largely unmentioned to date.

While the business tax and budget debate dominated the Legislature, two Authority specific issues began to move:

1. Public Employee Health Care Contribution- Largely aimed at teachers and the Michigan Education Association (MEA), two similar but distinctly different bills have emerged:

A. SB7- This bill would mandate a minimum 20% contribution by all public employees toward their employer paid health care plan beginning January 1, 2012. As passed by the Senate, SB7 would impact the Metroparks but allows for and opt-out by a 2/3 vote of the Board. The legislation is currently in the House Oversight, Reform & Ethics Committee.

B. HB 4572 - As introduced this bill would impose a "hard cap" on public employee employer paid health plans. It would limit public employer annual payments to employee's health coverage to \$5,000 for a single person, \$10,000 for two persons, and \$13,000 for family coverage. Also in the House Oversight Committee, this bill presents an approach that is actually favored by several public employers. We are working with several local government organizations to have opt-out language identical to SB7 adopted in committee.

Overlying both of the abovementioned bills is a definite movement in both the House and Senate to bring public employee health and retirement benefits more in line with the private sector. Each approach is predicated on saving both the state and local units money. While the primary targets are teachers and the MEA, every local unit of government providing health benefits is impacted.

We have been working in both chambers to identify the unique structure of the Metroparks and educate members and staff on the progress the Authority has achieved to date.

2. Act 312 Binding Arbitration- Following the action from last session, HB 4522 was introduced again amending Act 312. As originally introduced the legislation would have expanded the application of fire and police binding arbitration to every local unit of government in Michigan, including the Authority. The intent of the sponsor and Speaker of the House was to enact reforms and not expansion. Therefore, the bill was quickly substituted to remove any expansion language or provisions.

HB 4522 received one hearing prior to the budget debate and remains in the House Oversight Committee. Further House action is anticipated prior to the summer recess. In addition to these bills there are nearly 50 additional pieces of legislation expected to be acted upon yet this spring.

Respectfully submitted,



George M. Carr



**HURON-CLINTON METROPOLITAN AUTHORITY
MAY MONTHLY REPORT
FOR
BOARD OF COMMISSIONERS
JUNE 9, 2011**

Director's Comments

- During May, operations at the parks shifted into high gear as the interpreters handled the waves of school children visiting interpretive centers, golf courses began to green and golfers teed up, and as maintenance and operations staff prepared for summer. Hundreds of seasonal employees were hired and trained, pools, lake beaches and other water facilities were prepped for opening, picnic areas were spruced and a lot of grass was mowed.
- The unofficial start to summer, Memorial Day weekend, started slow but picked up to a spectacular finish on Memorial Day. Attendance records were broken at a couple facilities and the parks in general were very busy. Kensington and Stony Creek had more than 25,000 visitors; Metro Beach about 22,000; Turtle Cove served 3,610 guests (a one-day record), the Splash and Blast at Kensington served about 2,000 visitors and the pools at Willow and Lake Erie were at capacity for much of the day. It was a good start to summer.
- On the down side, the heavy rains and resulting flooding caused us to close several facilities. Wolcott Mill and Willow golf courses were closed repeatedly and for extended periods. The Huron River was so high and moving so fast that the canoe livery at Delhi could not open over Memorial Day weekend, and the lakefront at Metro Beach closed over Memorial Day weekend at the request of the Macomb County Health Department, which anticipated high levels of e-coli from sanitary sewer overflows.
- For your information, please note in your packet a flyer on the program "State of the Lake St. Clair and Great Lakes Fisheries" that will be hosted by Rep. Candice Miller at Metro Beach on June 30, as well as information on the Special Park Districts Forum that will be held in September and hosted by the Northern Virginia Regional Park Authority. Let me know if you would like to attend either one or both of these events.
- Following the Board meeting, commissioners will have the opportunity to take a guided tour of the North Macomb Sportsmen's Club to look at the club's operation and to look at the property that the sportsmen club is interested in acquiring from HCMA. Mr. Oldani, president of the club, will be providing the tour.

Metro Beach –

Jim Pershing

- The park received 21 days with some precipitation this month compared to 13 days in May 2010.
- The Macomb County Health Department contacted us on Thursday, May 26 and asked us to keep the swimming beach closed through the Memorial Day Weekend even though our e-coli numbers were good for swimming because they knew several communities were releasing sewage from their treatment plants because of recent rains, which would adversely affect water quality during the weekend.
- On Memorial Day Monday the pool had almost 2,900 swimmers. Traffic was backed up from the toll booths well past Jefferson for a couple of hours to get into the park. Even with the large number of people in the park, we had minimal problems.

Lower Huron, Willow, Oakwood and Lake Erie –

Jeff Schuman and Tonja Jolly

- There was 5.38 inches of precipitation in May; 2.44 inches above normal and 7.43 inches above normal for the year.
- Warm temperatures over the Memorial Day weekend were a big help bringing in park patrons. All three pools were near capacity on Monday and Turtle Cove had a record day of 3,610 swimmers. Lake Erie had a total of 2,390 swimmers for the weekend.
- Due to all the rain that caused major flooding and closed Lower Huron's Par 3 Golf Course, Willow Golf Course as well as the Lower Huron's North and South Entrances. The Par 3 has been closed for seven days and the Willow Golf Course has been closed for 13 days in May and this will continue into June.
- The pools were also ready for opening day on May 28. Lake Erie's newly renovated Children's Play Area was finally opened to the public with rave reviews.
- Lake Erie hosted a press conference for ITC and the U.S. Fishing and Wildlife Service on the May 18.
- The Lake Erie Golf Course was busy with golf outings as well as the Annual G.E.R.M.S. Scholarship Golf Outing which was moved from Willow at the last minute due to flooding.

Western District

Kensington, Indian Springs, Hudson Mills, Huron Meadows, Dexter-Huron, Delhi

Kim Jarvis

- All the golf courses were fortunate and did not have to close due to high water.
- At Kensington a tornado warning was issued at 5:50 p.m. on Sunday, May 29 and employees along with the public took cover. The staff at Martindale Beach, the Golf Course and the Park Office followed our emergency procedures and got employees and the public to the appropriate safe areas.
- On Memorial Day, the skies cleared, the sun came out and so did the public. Vehicles entering all six parks increased by 5,136 compared to Memorial Day 2010. Golf rounds at all four courses increased by 187 rounds.
- The Group Camp at Kensington hosted a three day camp-out for horseback riders.
- Universal Studios filmed hunting scenes for the movie, "Five Year Engagement" at Huron Meadows.
- Other events at the parks included:
 - Indian Springs – the 2nd Annual Mission 5K/10K Run and Tour D'Lake Bike Race;
 - Kensington – the March of Dimes Walk, the Oakland County Bass Masters Fishing tournament, Kentucky Derby Dash, Tour D'Kure Bike Race, Foundation Fighting Blindness Walk, Alzheimer's Associations, Bark for Life, Hearing Loss Association, and Hounds and Hare Walks and Heron Days;
 - Hudson Mills – The Coopers Fun Run with 1,000 special needs children and the March of Dimes Walk.

Stony Creek, Wolcott Mill –

Mike Lyons

- The poor weather conditions had a direct negative impact on visitation and revenue, especially at the golf courses. Wolcott Mill Golf Course was either closed or only had nine holes open for a total of 12 days during the month due to flooding of the course. The North Branch of the Clinton River has risen above its banks and flooded the course nine times this year.
- Staff raised the water level on Stony Lake May 14 after a very complicated sewer line repair was made.

Stony Creek, Wolcott Mill (con't) –

- On Memorial Day the hot and sunny weather brought 10,074 vehicles to the park which is the second highest vehicle entry day since the park began tolling in 1974. Both beaches along with the boat rental facility were in overflow parking and all facilities were bustling.
- Twelve employees from several different facilities attended our annual AED/CPR training on May 5 and all received their certification.
- Tryouts for lifeguards were conducted on May 21 with three new Lifeguards selected for employment based on their performance at the tryouts.
- Events held during the month consisted of five charity walk/runs, an endurance mountain bike event, a triathlon and a first year half marathon event which attracted more than 800 participants. Meetings were held with organizers of the Muddy Buddy Adventure Race and representatives from Ripslide.

Interpretive Services –

Mike George

- In spite of poor weather, interpretive facilities were very active and we even had nice increases at several of our centers compared to last year.
- Along with the director and deputy director, met with Oakland County Parks staff to discuss possible collaborative activities.

May Summaries	2011	2010
Program totals	1,641	1,518
Program totals (persons)	53,062	49,077
Facility visitors	148,012	164,750
Monthly total use	201,074	213,827
Monthly total use (YTD)	616,234	680,602
Monthly volunteer hours	1,456	1,810

Metro Beach Nature Center

- The nature center had a full schedule of school groups in May. Even with staff presenting to three classes at one time on many days, several times a day, they still turned away 32 classes that they could not be accommodated.
- This is the time of year for calls about baby animals. There has been an increase in calls this year because there are no wildlife rehabilitators in Macomb County accepting animals now.
- Staff participated in an all-day out-of-park event at Macomb County Intermediate School District. The discussion focused on parks as a career to girls interested in science.
- Staff also participated at the Lake St. Clair Water Festival hosted by Macomb County at the Community College for local schools.
- Staff collected Mute Swan and Canada goose eggs to help control these populations.
- The Macomb Audubon society held annual bird survey during the month and found 110 species of birds in one day at the park.
- Staff continued to work with Allen Chartier to help with bird census and with the Herpetological Resource and Management group and others working on collecting population data and locations of flora and fauna of the park for baseline data for the marsh restoration.

Wolcott Mill Historic Center

- A grant given by the Four County Community Foundation was put in place to help schools financially to visit parks.
- Public programs that did well were “Dessert of the Month” and “Astronomy Day.”

Interpretive Services (con't)

Wolcott Mill Farm Center

- School tours kept staff very busy. Although most schools visit from Macomb County, some are from Wayne, Lapeer and St. Clair Counties.
- The farm's first three equine programs were a success.
- The "Flowers & Wagon Ride for Mom" was a success with more than 150 visitors enjoying the beautiful afternoon.
- In addition, the farm hosted several birthday parties, Cub Scout groups, pavilion rentals and a 4H meeting.

Stony Creek Nature Center

- The first two weeks of the Voyageur Canoe programs were done at Metro Beach due to the Stony Creek Lake level not being able to be raised because of ongoing repairs.
- The "Mom's & Marshmallows," "Mother's Day Walk-A-Mom," and "Family Appreciation Day - Bees & Bugs" programs were all well attended.
- Staff is seeing an overall increase in a number of wildflower species.
- Seventeen dedicated volunteers donated 43 hours of their time during the month towards the care of the animals and staffing the information desk at the center.

Indian Springs Environmental Discovery Center

- School groups filled every available appointment slot during the month. The most popular field trip topics for the upper elementary through high school students were Water Quality and Ecosystems. The most popular topics for preschool through early elementary were Pond Study, Lifecycles and Plants.
- Hartland Farms Middle School returned for a fourth year, filling a quarter of available days with Water Quality field trips for their entire sixth grade.
- High schools from Roseville and Detroit also visited to study Water Quality. For many of the urban students this was their first visit to an undeveloped "nature area."
- The "Mother's Day Flower Walk" had great reviews and higher attendance than the center has seen in awhile for a hike.
- Several outreach programs visited area schools during the month, including Clarkston, Springfield Plains Elementary and the Clinton River Water Festival at Oakland University.

Kensington Farm Center

- Farm staff was busy providing interpretive opportunities for visitors. The evaluations turned in by patrons were very positive.
- Much time was spent planting crops and annual flowers.
- Hannah, a Yorkshire sow, delivered 10 healthy piglets just in time for the busy holiday weekend.

Kensington Nature Center

- Heron Days was the primary event for the month and was well attended with more than 5,000 visitors.
- The 35th "May Bird Count" had good weather and produced the third best totals ever, with 113 species being accounted for. Included were 24 warbler species.
- Several service organizations assisted in removal of invasive alien plants, primarily pulling garlic mustard and Autumn olive was also pruned.
- The Ohio State University emerald ash borer research team is back for another year and staff will assist when they are able to.
- The turtle exhibit was upgraded and a sandhill crane mobile was installed in the lobby.

Interpretive Services (con't)

Kensington Nature Center

- The deer management program has so far been very successful in helping some of the affected plant species recover. Trilliums, bloodroot, wild geraniums, early meadowrue, various violets and some other declining species appeared to be increasing.

Mobile Learning Center

- This was the busiest May on record, also the busiest month staff has ever experienced on the Mobile Learning Center. Staff conducted 107 programs for a total of 2890 people. Part of this success is attributed to the various water festivals attended providing staff with opportunities to market to new schools
- The MLC was set up at the Kensington Farm Center's "Spring Festival" which took place April 30 and the May 1. Staff also represented the Metroparks at REI in Northville for their Paddlefest event.

Hudson Mills Activity Center

- May was busy filled with school and scout programs in and out of park and at schools. Popular programs included, "Plant Parts and Their Cycles" and "Creepy Crawlies."
- This was also the fifth year Hudson Mills attended the "Project Red" farm event at the Fowlerville Fairgrounds. This event has grown to 900 students requiring two interpreters to present programs.

Oakwoods Nature Center

- Flooding and poor weather had a negative impact on outdoor programming during the month.
- Schools from Belleville, Monroe, Allen Park and Dearborn enjoyed programs about reptiles and amphibians, Voyageurs and ecology.
- Staff visited schools and presented programs.
- Staff attended the Scout-o-rama in Monroe for the fifth year in a row. Attendance was excellent and staff was able to make contact with nearly 500 people.
- Other events included a program for a local Girl Scout group and incorporating a Garlic Mustard pull, a well attended "Mother's Day Walk & Tea" and Erie Shores Birding Association helping out with "Songbird Festival" again this year.

Lake Erie Marshlands Museum and Nature Center

- The schoolship (GLEP) season was filled with 20 out of 21 potential program days filled which translated into 40 classrooms and a lot of kids completing the land-side based portion of the program.
- Building programs were equally as busy with more than 30 classrooms partaking of "Frog Fun," "Going Buggy" and "Green Scene" programming.
- Four mega at-school assemblies were also conducted.
- For "Welcome Home Bird Bash" held on May 7 and 8, the center shared billing with the Detroit River International Wildlife Refuge for the "Migratory Bird Bash." This dual program celebrated neotropical migrants with a series of bird walks, talks and face-stuffing events.
- In an effort to become more tech-oriented, master geocacher Stan Briggs presented a beginner's geocaching program.

Human Resources –

Carol Stone

- There were 40 Provisional employees and 272 Seasonal employees hired/rehired during the month.

Human Resources (con't) –

- Nicole Ford has been selected as the new Police Lieutenant for the Southern District and started May 31.
- Recruitment is underway for two full-time and two part-time (40/80) Police Officer positions.
- The District Park Manager position for the Eastern District was posted with applications due June 5.
- The quarterly Safety Committee and Cooperative Alliance meeting was held on May 13. The primary focus of discussion at the Cooperative Alliance meeting was the implementation of the three district structure.
- Total employee count

Location	Full-Time	Provisional	Seasonal	Total	Percent
Admin Office	50	9	2	61	6.4%
Hudson Mills	22	75	11	108	11.3%
Kensington	51	118	60	229	24.0%
Lake Erie	15	48	32	95	9.9%
Lower Huron	29	64	90	183	19.1%
Metro Beach	20	24	74	118	12.3%
Stony Creek	32	82	48	162	16.9%
TOTAL	219	420	317	956	100.0%

Information Systems –

Nolan Clark

- Installed the new ShoreTel phone system at Stony Creek. It went smoothly and has been getting good reviews from the end users and despite needing a few more tweaks.
- Installed a new state of the art PaloAlto Firewall and we are using it to segment our network. The end result is that network traffic from the park will not have an effect on the network at the AO and vice versa.
- At the same time the new firewall was installed, staff was able to reroute all of the Police CLEMIS traffic off to a new DMZ connection built specifically for the connection to Oakland County.
- The exchange email server project continues to move forward. The system was installed and tested.
- In June we will be doing on site visits to each course to assist staff in additional training on the point of sale hardware and software updates.

Community Relations –

Jack Liang

- Spoke with representatives from Henry Ford W. Bloomfield Hospital and Six Rivers Regional Land Conservancy regarding the potential for joint efforts relating to health and environmental stewardship.
- Assisted with the 10th annual benefit event for the Detroit River International Wildlife Refuge (IWR) held at BASF's Fighting Island. More than 300 patrons attended including Rep. John Dingell.
- Assisted with press conference regarding a \$70,000 donation made by ITC to the IWR to combat invasive plant species (Phragmites) in the Lake Erie Metropark region.
- Submitted a funding support request for environmental stewardship and interpretive programs to REI's grant office.

Community Relations (con't) –

- Met with W. Oakland Camera Club (WOCC) leadership regarding their potential involvement using the Indian Springs Park Office building and the EDC for photo gallery display, class, lecture and hosting conferences.
- Met with DSO education and development staff regarding 2012 Metropark concerts and music camps.
- Seeking volunteer support from Oakland County master gardener program for shoreline work at Kensington.

Planning –

Susan Nyquist

- Staff participated in an on-line seminar offered by the National Park and Recreation Association titled “Parks without Borders: Breaking through Boundaries in Park Planning.” The seminar presented significant case studies representing an increasing number of metropolitan areas developing large land tracts of 500-1000 acres as parks. This webinar provided participants the chance to: Evaluate the role of major parks as determinants of regional identity and adjacent land use; compare the role of parks as green infrastructure in developing and contracting communities and apply lessons of unconventional partnership arrangements.
- Staff has completed applications and accompanying drawings for campground operating permits at Wolcott Mill and Hudson Mills Metroparks.
- Staff prepared a site plan for a proposed inflatable water slide structure at Eastwood Beach at Stony Creek Metropark. This project is a temporary structure that will be owned and operated by a third party vendor.
- Staff has identified and made site visits to potential canoe/kayak launch sites at Lower Huron, Willow, and Oakwoods Metroparks.

Natural Resources –

Paul Muelle

- The Metro Beach Marsh Restoration planning group continues meeting to discuss conceptual ideas for the restoration project. A significant amount of time is being spent writing the Quality Assurance /Control Plan which needs to be resubmitted to the EPA this month.
- Staff completed the spring prescribed burning season with a 90 acre woodland burn at Huron Meadows Metropark and two smaller 20 acre burns at Stony Creek Metropark.
- Met with Dr. Judy Westrick to finalize the water quality testing program at Stony Creek, Wolcott and Kensington Metroparks for 2011.
- Met with researchers from Wayne State University to discuss access to the parks for urban coyote research to be conducted over several years.
- Finalized details with the USDA on the raccoon population control program at Kensington Metropark which is looking at reducing the mortality rates of turtles and ground nesting birds through the reduction of raccoons whose population is higher than average in Kensington Metropark.
- Prepared a Threatened and Endangered species report at the request of Huron Township for a proposed water line extension through Oakwoods Metropark.

Engineering – Mike Arens

Metro Beach

- A preconstruction meeting for the demolition of the North Marina floating docks with Dean Marine will be scheduled in the near future. MDNR permit application is in review.
- Asphalt Roadway repairs at the Park Access Road by Jelsch Paving Co. are complete.
- A preconstruction meeting for the Underground Communication Cable Installation project has been scheduled for July 6; work to begin shortly thereafter.

Wolcott Mill

- Design of a project to replace the Wolcott Mill tailrace/culvert is in progress by the Macomb County Department of Roads. The MCDR has agreed to remove the collapsed 30-Mile Road bridge over the North Branch Clinton River, and three smaller related collapsed bridge structures, at no cost to HCMA.

Kensington

- The Kensington - Milford Trail Connector project is in progress by D & R Earthmoving at this time. Construction staking is complete, erosion control measures are in place, tree clearing is nearly complete and topsoil stripping is in progress. Earthmoving operations will follow.
- Work on the Bike Trail Pedestrian Bridge Repair and Painting project by Seway Painting is under way. The bridge has been temporarily closed; the deck has been removed; steel has been power-washed, cleaned and inspected. Steel members have been repaired and reinforced where necessary; the structure has been primed and in the process of being finish-coated.
- Design of the Sanitary System Improvement project by Stantec Engineering is approximately 90 percent complete at this time. The final submittal of the alignment to MDOT for their approval is being prepared. A permit application for construction of the force main in Milford Road right-of-way is also being prepared. A permit application for demolition of the wastewater treatment plant has been submitted to the MDEQ. Stantec continues to refine pump station details, including electrical service, controls and generator; architectural details. We plan to give the Board a status update, and to request authorization to advertise for bids, at its meeting on June 9.
- Construction of the Golf Starter Building by The Garrison Co. is in progress. Demolition of the old golf starter building and foundation is complete, installation and outfitting of the temporary starter trailer by the contractor and park forces is complete; temporary utilities are in place. All permits have been obtained. Site work of the building and site is in progress by the Survey Crew. Footings have been placed and foundations are in progress. In ground electrical, plumbing and mechanical are in progress. The geothermal ground loop has been installed.

Hudson Mills

- Design of the Hudson Mills to Dexter Trail, Phase II is in progress. The Survey Crew is continuing its topographic survey of the trail. The alignment is in the process of being adjusted to avoid steep grades, wetlands and sensitive areas. MDEQ permit application for improvements in wetland and stream areas for a construction access road off Dexter Pinckney road is being prepared for submission. Additional soil borings will be obtained. An archaeological consultant will be retained to perform a NHPA review. Drafting of the multi-party agreement between HCMA, Washtenaw County Parks and Recreation Commission and the Washtenaw County Road Commission is in progress.

Engineering (con't) –

Delhi

- The Parking Lot Paving project is in progress by S & J Asphalt Paving. Existing asphalt has been milled, graded and base has been compacted. Toll island construction and utility work are in progress.

Willow

- Work on the Picnic Shelter project by LC construction is in progress.

Oakwoods

- Project coordination between HCMA and the city of Flat Rock on the Flat Rock – Oakwoods Trail continues to move forward. This project involves grant funds from MDOT and MDNR to the city of Flat Rock for an approximately 1.8-mile hike bike trail from Flat Rock into Oakwoods Metropark, developed by Flat Rock on (mostly) HCMA land. Project team members (including HCMA, Flat Rock, C.E Raines Engineers, Huron Township, CN Railroad, M DNR and M DOT) have met on several occasions to review project requirements. Draft Trail Agreement, Repair and Maintenance Agreement, and Annual Maintenance Contract between HCMA and Flat Rock (necessary for Flat Rock to develop the project on HCMA land and address other responsibilities) were discussed. Flat Rock has a number of issues yet to resolve before executing its Trust Fund grant agreement, but it is making progress on them.
- Approvals are in progress from the U.S. Department of Defense for our Canoe/ Kayak Access Site project, to be undertaken as an “Innovative Readiness Training project by the Selfridge AFB SeaBees.

Lake Erie

- Work on the Picnic Shelter project by LC construction is in progress. This project like its companion project at Willow, has received donation support from an anonymous source for \$50,000.

Administrative Office

- Design of the data monitoring and transmission system (for various pumpage and control systems across the Authority) is in progress by Johnson & Anderson, Inc.

Purchasing – Scott Michael

- A partial summary of tasks that the department has accomplished in May include: staff attended monthly MITN, fleet managers and Safety Committee meetings, purchased bicycle helmets for the “Wear the Gear” program, conducted training sessions for serving alcohol at facilities, followed up with liquor control regarding license issues and continued discussions on implementing procurement cards.
- Purchase orders issued through April 2011

	MAA	SWM	MVR	RHS	JRS	GNP	Grand Total
Jan	\$65,340.00	\$38,055.99	\$35,715.74	\$900.00	\$22,703.00	None	\$162,714.73
Feb	\$370,632.35	\$5,041.56	\$70,781.58	\$44,482.60	\$29,665.70	None	\$520,603.79
Mar	\$74,192.40	\$13,426.34	\$68,824.79	\$118,127.44	\$29,694.75	None	\$304,265.72
Apr	\$2,112,715.46	\$0.00	\$76,112.25	\$102,251.58	\$2,557.58	None	\$2,293,636.87
May	\$447,281.23	\$8,035.70	\$27,648.15	\$34,512.75	\$1,018.00	None	\$518,495.83

MAA/Mike Arens, SWM/Scott Michaels, MVR/Maria vanrooijen, RHS/Ron Smith, JRS/Jan Schlitters, GNP/George Phifer

**Police Department –
George Phifer**

Lower Huron

- On May 28, a 14-year-old reported a sexual assault. The alleged suspect was a 19-year-old male who knew the victim. Information was gathered from the victim and alleged suspect and will be presented to the Wayne County prosecutor’s office.

Stony Creek

- On May 30, officers responded to three (3) minor medical runs including two bicycle accidents and one minor heat stroke.

Hudson Mills

- On May 5, an 18-year-old male was charged with domestic violence for assaulting his girlfriend while visiting the park. The incident was submitted to the Washtenaw County prosecutor’s office.

Number of “Assist Other Agency” Runs for May 2011		YTD 2011	May 2010	YTD May 2010	May 2009	YTD May 2009
Eastern District	4	4	12	27	7	20
Western District	7	7	3	18	9	22
Southern District	1	1	0	10	3	14
TOTAL	12	12	15	55	19	56

**Communications –
Denise Semion**

- Please see separate update

**Marketing –
Kassie Kretzschmar**

- Set up meetings with five of the seven Board members and met with five of the park superintendents to get their input on various marketing initiatives and opportunities.
- Setting up meetings to look into options for signage at the parks, including potential sponsors.
- Looking to see if there is any opportunity for a sponsor on the back of the permit stickers.

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May 2010 Marketing Report

Sum of Cost			
Activity Type	Activity	Park (8XX)	Total
News Release	Anthony V. Marrocco reappointed to Board of Commissioners	AO	
	Blast From the Past Car Show	Metro Beach	
	Flood closes parts of Lower Huron and Willow Metroparks	Lower Huron	
	Heat relief: Metroparks filled to capacity this Memorial Day	AO	
	Hot Rod Magazine Power Tour® cruising to Metro Beach Metropark	Metro Beach	
	John P. McCulloch appointed to Board of Commissioners	AO	
	Kassie Kretzschmar named marketing manager	AO	
	Metroparks "summer opener" media kit	AO	
	Metroparks open for Memorial Day Weekend, weather closes some facilities	AO	
	Michigan Philharmonic brings "Pops Plus Concert" to Kensington Metropark	Kensington	
	Special golf rates offered Memorial Day Weekend	Hudson Mills Huron Meadows Indian Springs Kensington Lake Erie Stony Creek Willow Wolcott Mill	
	Women, kids, improve your game at Lake Erie Metropark	Lake Erie	
News Release Total			
Advertising	Ad for 2011 Livingston County Visitors Guide	Huron	
		Meadows	297.50
		Kensington	297.50
	Spring Golf Ad - Detroit News, Free Press, O & E	Hudson Mills	300.00
		Huron	
		Meadows	300.00
		Indian	
		Springs	300.00
		Kensington	300.00
		Lake Erie	300.00
Stony Creek	300.00		
Willow	300.00		
Wolcott Mill	300.00		
Valpak - Golf Advertising	Hudson Mills	297.50	
	Huron		
	Meadows	297.50	
	Indian		
	Springs	297.50	
	Kensington	297.50	
	Lake Erie	297.50	
	Stony Creek	297.50	
Willow	297.50		
Wolcott Mill	297.50		
Advertising Total			5,375.00
Miscellaneous	Brochure Distribution Service - Travel-Ad-Service - General information	AO	140.00
	Business Reply Cards	AO	500.00
	Eblast list 1939 new contacts added. Total of 30419 on list.	AO	
	Email & Social Media Marketing	AO	4,750.00
	Facebook - 277 new followers, 3897 total	AO	
	Metroparks staff and display at Observer & Eccentric Senior Health Expo; more than 1,000 in attendance	AO	
	Photography	AO	150.00
	Press release reading service	AO	202.00

May 2010 Marketing Report

Sum of Cost			
Activity Type	Activity	Park (8XX)	Total
Miscellaneous Total			5,742.00
news story	Advisor & Source - Film event in the works at Stony Creek	Stony Creek	
	Free Press - Eric Sharp/Kensington's free fishing clinic	Hudson Mills	
	Hometown Life - Heron Days event combines birds, books, clowns	Kensington	
	Hometown Life - Water commissioner named to Metroparks board	AO	
		Huron Meadows	
	Livingston Daily - Controlled burn targets invasive plants		
	Macomb Daily Memorial Day story - Beaches: Weather perfect for 'hanging out'	Metro Beach	
	Macomb Daily Memorial Day story - Residents dash to cool water	Stony Creek	
	Michigan Kids Yak Chat - Wolcott Mill heritage breed dairy cows	Wolcott Mill	
	Patch - Michigan Philharmonic Brings 'Pops Plus' to Kensington	Kensington	
	Spinal Column - Over 100 species of birds tallied in Kensington survey	Kensington	
The Romeo Observer - Six breeds of milking cows	Wolcott Mill		
news story Total			
Print Materials	2011 Major Events Schedule	AO	345.00
	2011 spring newsletter	AO	2,449.56
Print Materials Total			2,794.56
Interpretive	Bird Hike at Edsel Ford Estate in cooperation with Wild Birds Unlimited store in Grosse Pointe for 32 people.	Metro Beach	
	Booth at Scout-o-rama at Monroe County Fairgrounds making contact with approx. 500 visitors. Michigan's largest and oldest scout show.	Oakwoods	
	EDC presented programs at Clinton River Water Festival at Oakland University to approximately 118 5th grade students	Indian Springs	
	Interpreters presented programs to 900 students for Agriculture Awareness Day/Project RED at Fowlerville Fairgrounds	Hudson Mills	
	Lake St. Clair Water Festival, Macomb Community College, Clinton Township for 347 people.	Metro Beach	
	Macomb Intermediate School District Math and Science Symposium, Clinton Township for 55 people.	Metro Beach	
	Mobile Learning Center at the REI in Northville for their Paddle Fest event	Kensington	
	Mobile Learning Center presented programs at Clinton River Water Festival at Oakland University to 5th grade students	Kensington	
	Partnered with Michigan Sea Grant and Macomb County to promoted Great Lakes Education Program (Discovery Cruises) to 500 teachers	Metro Beach	
	WPHM (Port Huron) interview with Julie Champion on the Summer Discovery Cruises	Metro Beach	
Interpretive Total			
Online Store	Online store generated \$1,914 in sales, with 53 annual permits, 1 annual boat permit, 3 HCMA/Oakland County Joint Permits and 6 Gift Cards sold.	AO	
Online Store Total			
Grand Total			13,911.56

Dashboard

- Intelligence
- Visitors
- Traffic Sources
- Content
- Goals

Custom Reporting

- My Customizations
- Custom Reports
- Advanced Segments
- Intelligence

Help Resources

- About this Report
- Conversion University
- Common Questions



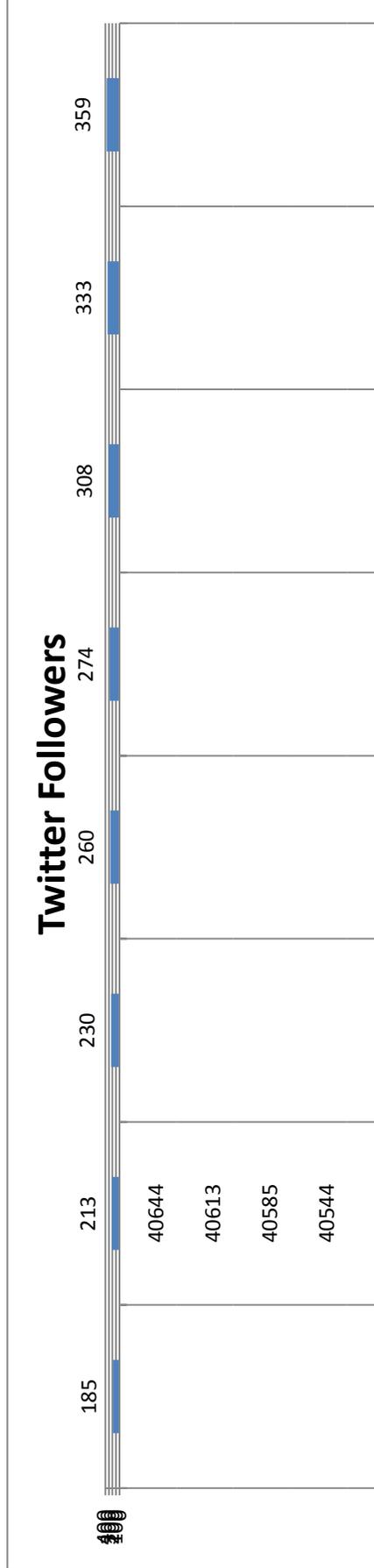
Site Usage

- 68,137 Visits
- 324,847 PageViews
- 4.77 Pages/Visit
- 27.95% Bounce Rate
- 00:03:47 Avg. Time on Site
- 73.20% % New Visits



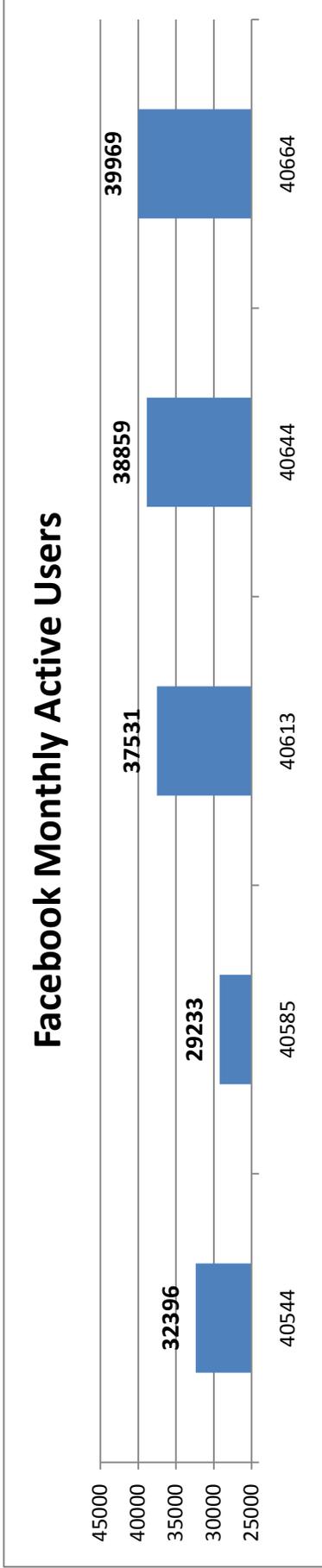
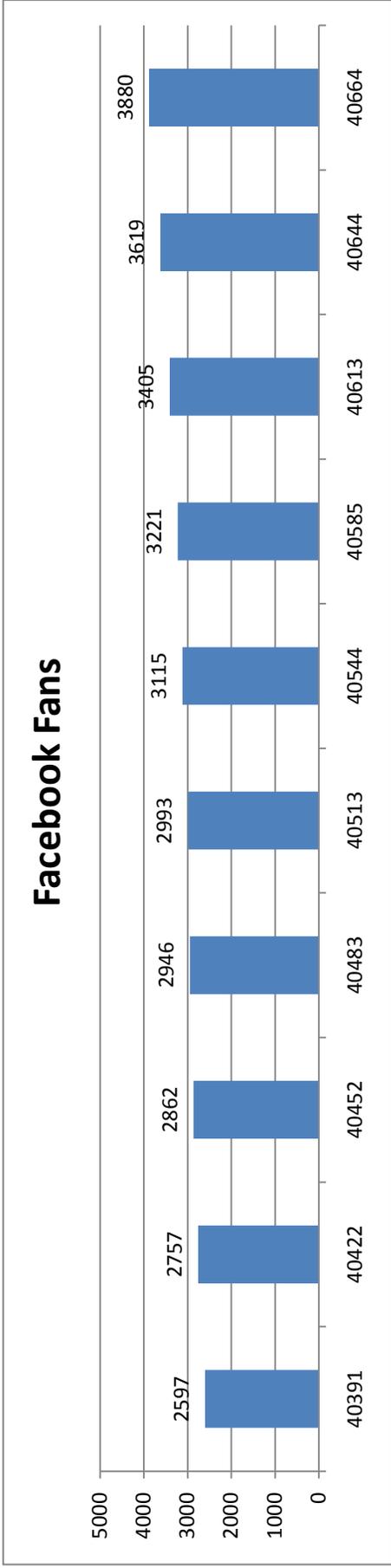
Social Media

Twitter:



- Along with continued follower growth, the Metroparks Twitter account experienced a jump in engagement levels. The Twitter account received 21 @mentions in May. This is up from 10 in April. The content was also retweeted 13 times in May which is a 225% increase over April (4). These engagement numbers reflect the amount of interest and excitement in your fan base. The Metroparks account has been more communicative with the audience by commenting on their @mentions. This has helped drive engagement levels higher as fans can see that Metroparks care about their responses. Engaging questions and varied content (pictures, events) has also helped drive this growth. A great example is the May 16 tweet "Great pics of sandhill cranes at Indian Springs and Kensington! <http://bit.ly/mJoS6F>". This post engaged the audience with a great photo album which was completed by one of your influencers. This post received the most retweets in May (3).
- Ten influencers in relevant topics were identified in the weekly social media digests. One influencer, JKissnHug, thanked Metroparks for posting her Sandhill Crane pictures. These influencers should be tracked to see if they followed Metroparks back, as well as how they engage with the content.

Facebook:



•The number of Monthly Active Users and the overall Facebook fan count has continued to increase. Facebook fans increased by 7% while Monthly Active Users increased by 2.8% in the month of May. Since January, the Facebook fan count is up nearly 25% and Monthly Active Users have increased by 23.4%. A user is defined as active when they view or engage with your content. This is an important metric as it shows how much interaction is occurring with the Metroparks fan page and how Metroparks fans are responding to the content. The data shows that your audience is increasingly active and willing to view more Metroparks posts.

Top Fans



[Kojak Bear](#) unknown

Lower Huron Metro Park near the bridge ... May 27 2011
6 posts, 19 comments



[Joe Lavery](#) unknown

17 posts, 7 comments



[Tanya Jensen](#) unknown

Sandhill Crane family - photo taken at Kensington
10 posts, 6 comments



[Amber Otley](#) unknown

Kensington Metropark on mothers day
5 posts, 11 comments

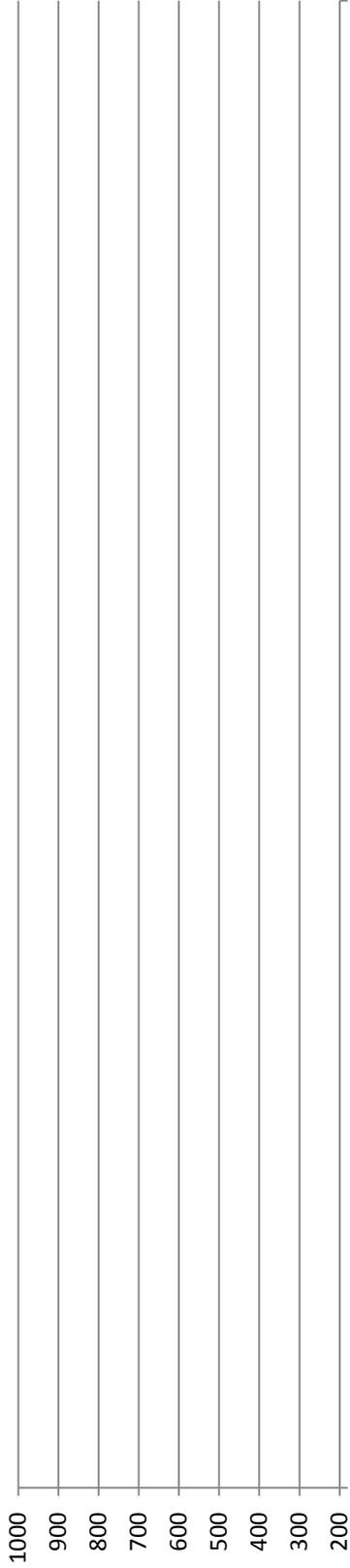


[Susan Orlikowski](#) unknown

It was a great birding day at Kensington. I saw a "life" bird this Common Yellowthroat as well as an Indigo Bunting, Yellow Warbler, Orioles, Bluebirds, the Sandhill Crane family and much more.
4 posts, 2 comments

These are your most active fans in the month of May. An example of a recent comment is included. Many of the posts are picture posts or comments to your questions. These users are important because they are actively involved with Metroparks and can be evangelists for your brand. By engaging with their posts, you can keep them loyal and active on your fan page. Engagement tactics include 'liking' their posts or commenting on their posts.

Engagement (Likes and Comments)



- In May there were 156 wall posts with 492 likes & 272 comments. This translated into 3.2 likes and 1.7 comments per wall post. This is compared with April which saw 104 wall posts with 354 likes & 137 comments. (3.4 likes and 1.3 comments per wall post)
- The Facebook engagement numbers reflect an increased posting rate as well as the optimization of posting tactics and techniques (which included more pictures, spaced out timing, and putting event posts near the weekend). As compared to the previous month, May had 52 more wall posts. The posts in May generated more comments per post than April (1.7 vs. 1.3). Metroparks fans are increasingly interacting with the content. The number of engagements per month has rose 168% since January.

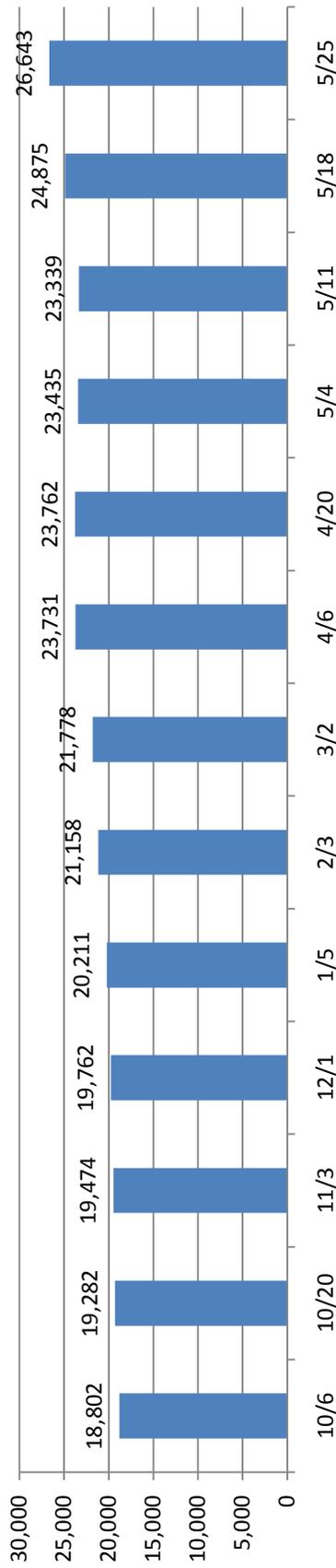
Recommendations:

- Creating posts that included a question, picture and a link back to the Metroparks website have been high engaging posts. For example, the Monday May 23rd question/picture post "*The weather this past weekend was beautiful! How did you spend your Saturday and Sunday? Get to enjoy the parks?*" received 10 comments and 6 likes.
- Continue the current rate of posting, twice per day and posting on weekends, as it has resulted in an increase in active fans, followers and engagement.
- Identifying and reaching out to influencers in relevant categories (nature, wildlife, Michigan golf) can help to increase the reach of your social media presence and open up new audiences to your content.

Email

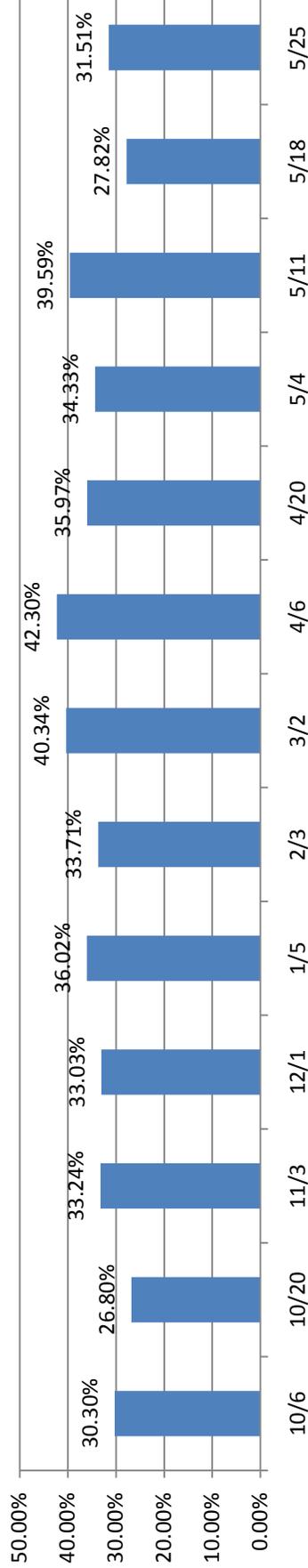
Send Date	10/6	10/20	11/3	11/3	12/1	12/1	1/5	1/5	2/3	2/3	3/2	3/2	4/6	4/6	4/20	4/20	5/4	5/4	5/11	5/11	5/18	5/18	5/25	5/25
Send Counts	18,802	19,282	19,474	19,474	19,762	19,762	20,211	20,211	21,158	21,158	21,778	21,778	23,731	23,731	23,762	23,762	23,435	23,435	23,339	23,339	24,875	24,875	26,643	26,643

Database Growth



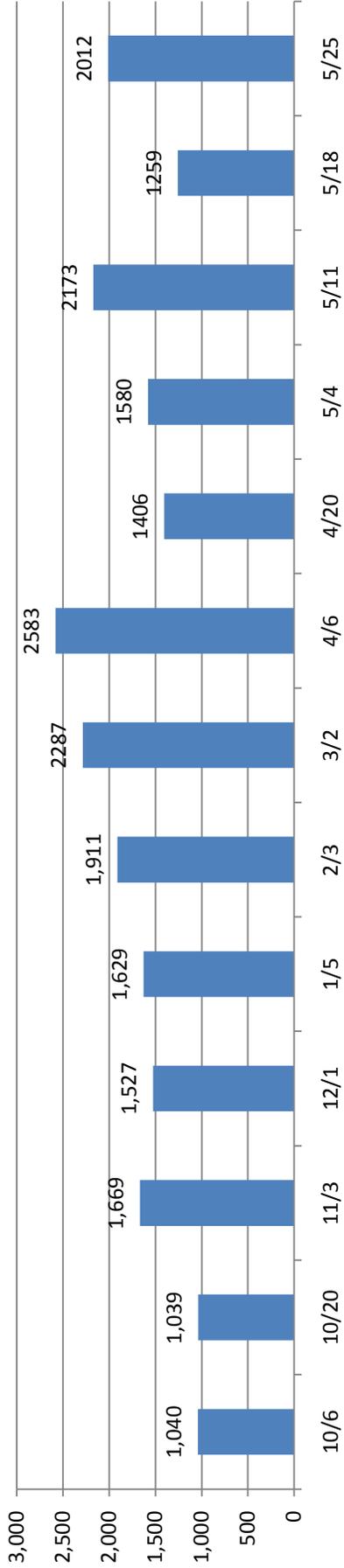
Send Date	10/6	10/20	11/3	11/3	12/1	12/1	1/5	1/5	2/3	2/3	3/2	3/2	4/6	4/6	4/20	4/20	5/4	5/4	5/11	5/11	5/18	5/18	5/25	5/25
Open Rate	30.30%	26.80%	33.24%	33.24%	33.03%	33.03%	36.02%	36.02%	33.71%	33.71%	40.34%	40.34%	42.30%	42.30%	35.97%	35.97%	34.33%	34.33%	39.59%	39.59%	27.82%	27.82%	31.51%	31.51%

Open Rate



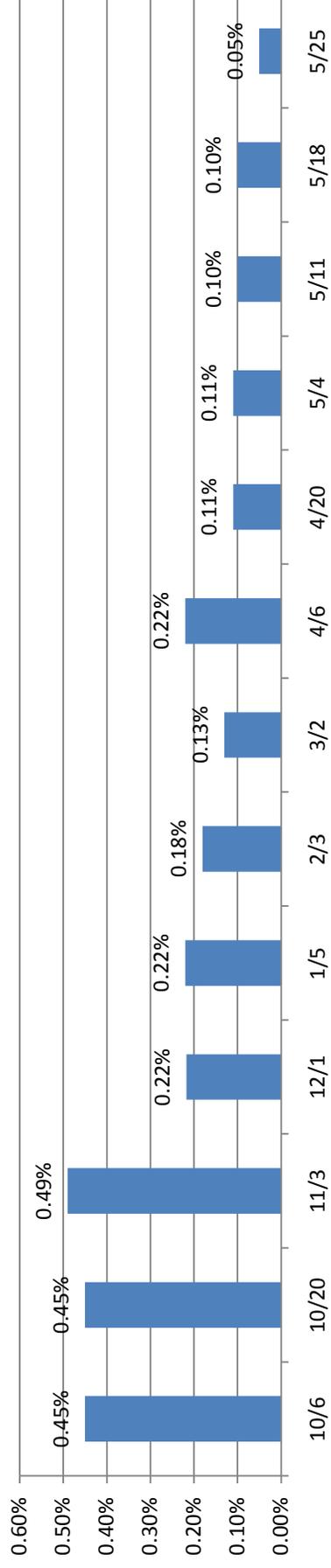
Send Date	10/6	10/20	11/3	12/1	12/1	1/5	2/3	3/2	4/6	4/20	5/4	5/11	5/18	5/25
Site Visits	1,040	1,039	1,669	1,527	1,527	1,629	1,911	2,287	2,583	1,406	1,580	2,173	1,259	2,012

Site Visits



Send Date	10/6	10/20	11/3	12/1	12/1	1/5	2/3	3/2	4/6	4/20	5/4	5/11	5/18	5/25
Unsubscribe Rate	0.45%	0.45%	0.49%	0.22%	0.22%	0.22%	0.18%	0.13%	0.22%	0.11%	0.11%	0.10%	0.10%	0.05%

Unsubscribe Rates



Email Analysis:

- The database added an additional 2,881 subscribers in May. This could be attributed to the warmer weather and an overall increase in park activity and interest.
- The open rate fluctuated in May as expected because of the introduction of two more email sends per month. The May 11 email had the highest open rate at nearly 40%. It's subject line was: *You're invited to Family Appreciation Day this weekend at your Metroparks*. Because of this very positive result, subject lines with specific events will be tested in the future.
- Having two more email sends in May allowed for the number of total Metroparks website visits to increase from 3,989 in April to 7,024 in May. This was a 76% increase. The increase in frequency did not increase the number of unsubscribes, in fact they have continued to decrease. This is important as it confirms that your audience likes the weekly email sends.

Recommendations:

- Continue the current rate of email sends as the unsubscribe rate remains very low and you are generating much more traffic to your web properties.
- Integrate your social media more thoroughly with email by devoting an article space in a future email to highlight Facebook, Twitter or both.
- Subject lines with specific events and calls to action should be tested in future email sends.

HURON-CLINTON METROPARKS MONTHLY STATISTICS

MAY 2011

PARK	MONTHLY VEHICLE ENTRIES		
	Current Year	Previous Year	Change
Metro Beach	40,909	53,913	-24.1%
Wolcott Mill	2,920	3,006	-2.9%
Stony Creek	56,560	65,368	-13.5%
Indian Springs	10,392	11,156	-6.8%
Kensington	80,267	90,285	-11.1%
Huron Meadows	9,188	9,128	0.7%
Hudson Mills	24,421	28,195	-13.4%
Lower Huron	29,334	37,027	-20.8%
Willow	18,180	20,421	-11.0%
Oakwoods	3,343	4,037	-17.2%
Lake Erie	20,467	23,220	-11.9%
Monthly TOTALS	295,981	345,756	-14.4%

MONTHLY TOLL REVENUE		
Current Year	Previous Year	Change
\$ 168,186	\$ 216,151	-22.2%
\$ 85	\$ 50	70.0%
\$ 232,298	\$ 260,009	-10.7%
\$ 30,542	\$ 29,699	2.8%
\$ 220,244	\$ 229,127	-3.9%
\$ 3,445	\$ 3,545	-2.8%
\$ 49,169	\$ 50,876	-3.4%
\$ 56,985	\$ 64,151	-11.2%
\$ 35,690	\$ 38,230	-6.6%
\$ 5,150	\$ 6,180	-16.7%
\$ 60,287	\$ 65,480	-7.9%
\$ 862,081	\$ 963,498	-10.5%

MONTHLY TOTAL PARK REVENUE		
Current Year	Previous Year	Change
\$ 211,468	\$ 274,977	-23.1%
\$ 44,127	\$ 58,644	-24.8%
\$ 391,249	\$ 420,135	-6.9%
\$ 125,633	\$ 132,013	-4.8%
\$ 382,613	\$ 421,333	-9.2%
\$ 111,688	\$ 114,165	-2.2%
\$ 132,556	\$ 137,107	-3.3%
\$ 109,078	\$ 126,965	-14.1%
\$ 105,368	\$ 136,190	-22.6%
\$ 6,687	\$ 8,020	-16.6%
\$ 210,524	\$ 206,058	2.2%
\$ 1,830,991	\$ 2,035,607	-10.1%

PARK	Y-T-D VEHICLE ENTRIES		
	Current Year	Previous Year	Change
Metro Beach	107,653	142,788	-24.6%
Wolcott Mill	9,358	8,880	5.4%
Stony Creek	131,871	165,294	-20.2%
Indian Springs	26,741	33,823	-20.9%
Kensington	233,394	270,587	-13.7%
Huron Meadows	28,124	30,240	-7.0%
Hudson Mills	71,184	86,713	-17.9%
Lower Huron	90,693	120,755	-24.9%
Willow	61,095	82,161	-25.6%
Oakwoods	12,930	17,126	-24.5%
Lake Erie	54,490	68,574	-20.5%
Y-T-D TOTALS	827,533	1,026,941	-19.4%

Y-T-D TOLL REVENUE		
Current Year	Previous Year	Change
\$ 311,625	\$ 427,606	-27.1%
\$ 225	\$ 415	100%
\$ 527,285	\$ 622,742	-15.3%
\$ 83,375	\$ 106,687	-21.9%
\$ 557,042	\$ 665,298	-16.3%
\$ 21,760	\$ 21,065	3.3%
\$ 160,337	\$ 187,770	-14.6%
\$ 111,100	\$ 136,570	-18.6%
\$ 76,546	\$ 96,319	-20.5%
\$ 16,080	\$ 21,485	-25.2%
\$ 157,733	\$ 202,342	-22.0%
\$ 2,023,108	\$ 2,488,299	-18.7%

Y-T-D TOTAL PARK REVENUE		
Current Year	Previous Year	Change
\$ 423,531	\$ 552,742	-23.4%
\$ 102,461	\$ 124,960	-18.0%
\$ 869,098	\$ 1,022,362	-15.0%
\$ 231,959	\$ 284,017	-18.3%
\$ 853,944	\$ 1,063,391	-19.7%
\$ 197,930	\$ 224,586	-11.9%
\$ 320,281	\$ 376,809	-15.0%
\$ 181,665	\$ 222,467	-18.3%
\$ 186,803	\$ 307,551	-39.3%
\$ 23,332	\$ 28,998	-19.5%
\$ 409,465	\$ 485,710	-15.7%
\$ 3,800,468	\$ 4,693,593	-19.0%

	Y-T-D Vehicle Entries by Management Unit		
Metro Beach	107,653	142,788	-24.6%
Stony Creek	141,229	174,174	-18.9%
Wolcott Mill			
Western District			
Kensington			
Indian Springs			
Hudson Mills	359,443	421,363	-14.7%
Huron Meadows			
Southern District			
Lower Huron			
Willow			
Oakwoods	219,208	288,616	-24.0%
Lake Erie			

	Y-T-D Toll Revenue by Management Unit		
Metro Beach	\$ 311,625	\$ 427,606	-27.1%
Stony Creek	\$ 527,510	\$ 623,157	-15.3%
Wolcott Mill			
Western District			
Kensington			
Indian Springs			
Hudson Mills	\$ 822,514	\$ 980,820	-16.1%
Huron Meadows			
Southern District			
Lower Huron			
Willow			
Oakwoods	\$ 361,459	\$ 456,716	-20.9%
Lake Erie			

	Y-T-D Total Revenue by Management Unit		
Metro Beach	\$ 423,531	\$ 552,742	-23.4%
Stony Creek	\$ 971,559	\$ 1,147,322	-15.3%
Wolcott Mill			
Western District			
Kensington			
Indian Springs			
Hudson Mills	\$ 1,604,113	\$ 1,948,803	-17.7%
Huron Meadows			
Southern District			
Lower Huron			
Willow			
Oakwoods	\$ 801,265	\$ 1,044,726	-23.3%
Lake Erie			

ACTIVITY REPORT - GOLF

GOLF COURSE	MONTHLY ROUNDS		
	Current Year	Previous	Change
Wolcott Mill	1,532	2,274	-32.6%
Stony Creek	3,887	4,313	-9.9%
Indian Springs	2,952	3,103	-4.9%
Kensington	4,184	5,494	-23.8%
Huron Meadows	3,341	3,375	-1.0%
Hudson Mills	2,181	2,458	-11.3%
Willow	1,382	2,808	-50.8%
Lake Erie	3,123	3,121	0.1%
Regulation Subtotal	22,582	26,946	-16.2%
MB Par 3	1,140	2,038	-
L. Huron Par 3	684	1,074	-36.3%
TOTALS	24,406	30,058	

ROUNDS Y-T-D		
Current Year	Previous Year	Change
1,858	3,973	-53.2%
5,089	7,334	-30.6%
4,131	5,512	-25.1%
5,365	10,230	-47.6%
5,005	6,700	-25.3%
2,806	4,258	-34.1%
2,070	5,737	-63.9%
4,086	5,325	-23.3%
30,410	49,069	-38.0%
1,340	3,414	-
828	2,012	-58.8%
32,578	54,495	

GOLF REVENUE Y-T-D		
Current Year	Previous Year	Change
\$ 43,700	\$ 86,055	-49.2%
\$ 188,238	\$ 258,127	-27.1%
\$ 117,334	\$ 149,777	-21.7%
\$ 131,050	\$ 201,887	-35.1%
\$ 140,043	\$ 167,722	-16.5%
\$ 84,884	\$ 112,276	-24.4%
\$ 76,919	\$ 159,709	-51.8%
\$ 130,802	\$ 157,702	-17.1%
\$ 912,970	\$ 1,293,255	-29.4%
\$ 7,058	\$ 17,480	-
\$ 4,413	\$ 10,732	-58.9%
\$ 924,441	\$ 1,321,467	-30.0%

ACTIVITY REPORT - INTERPRETIVE FACILITIES

FACILITY	MONTHLY PERSONS SERVED		
	Current Year	Previous	Change
Metro Beach	22,865	22,888	-0.1%
Wolcott Mill	2,614	3,396	-23.0%
Wolcott Farm	8,131	7,602	7.0%
Stony Creek	22,029	32,138	-31.5%
Indian Springs EDC*	12,073	15,758	-23.4%
Kensington NC	39,030	40,645	-4.0%
Kensington Farm	54,775	56,382	-2.9%
Hudson Mills	5,366	4,868	10.2%
Oakwoods	12,039	12,853	-6.3%
LEMP Museum	18,422	15,229	21.0%
Mobile Unit	3,730	2,068	80.4%
TOTALS	201,074	229,585	-12.4%

Y-T-D PERSONS SERVED		
Current Year	Previous Year	Change
51,300	52,255	-1.8%
11,942	10,783	10.7%
24,371	22,556	8.0%
83,670	99,536	-15.9%
36,575	49,899	-26.7%
115,592	135,256	-14.5%
146,948	155,104	-5.3%
19,399	18,853	2.9%
51,435	59,281	-13.2%
61,618	63,432	-2.9%
13,384	13,402	-0.1%
616,234	730,256	-15.6%

REVENUE Y-T-D		
Current Year	Previous Year	Change
\$ 5,208	\$ 4,334	20.2%
\$ 3,327	\$ 2,120	56.9%
\$ 35,478	\$ 20,321	74.6%
\$ 16,344	\$ 11,769	38.9%
\$ 13,610	\$ 9,799	38.9%
\$ 6,564	\$ 6,563	0.0%
\$ 35,776	\$ 32,316	10.7%
\$ 8,176	\$ 4,636	76.4%
\$ 7,112	\$ 6,906	3.0%
\$ 3,278	\$ 3,901	-16.0%
\$ 7,165	\$ 5,159	38.9%
\$ 142,038	\$ 117,623	20.8%

* Combined Indian Springs Nature Center and Environmental Discovery Center Statistics

ACTIVITY REPORT - FINAL SUMMER ACTIVITIES

SWIMMING	PATRONS		
	Current Year	Previous	Change
Metro Beach	4,178	4,843	-13.7%
KMP Splash-Blast	2,910	6,411	-54.6%
Lower Huron	4,626	6,171	-25.0%
Willow	1,520	1,439	5.6%
Lake Erie	2,757	2,467	11.8%
TOTALS	15,991	21,331	

PATRONS Y-T-D		
Current Year	Previous Year	Change
4,178	4,843	-13.7%
2,910	6,411	-54.6%
4,626	6,171	-25.0%
1,520	1,439	5.6%
2,757	2,467	11.8%
15,991	21,331	

REVENUE Y-T-D		
Current Year	Previous Year	Change
\$ 12,216	\$ 14,502	-15.8%
\$ 9,715	\$ 21,863	-55.6%
\$ 29,988	\$ 41,968	-28.5%
\$ 5,499	\$ 5,362	2.6%
\$ 15,845	\$ 8,027	97.4%
\$ 73,263	\$ 91,722	

PARK	Winter Sports this Month		
	Current Year	Previous Year	Change
Metro Beach			
XC Skiers	0	0	-
Ice Skaters	0	0	-
Ice Fishermen	0	0	-
Stony Creek			
XC Skiers	0	0	-
Ice Skaters	0	0	-
Sledders	0	0	-
Ice Fishermen	0	0	-
Indian Springs			
XC Skiers	0	0	-
Sledders	0	0	-
Kensington			
XC Skiers	0	0	-
Ice Skaters	0	0	-
Sledders	0	0	-
Ice Fishermen	0	0	-
Huron Meadows			
XC Skiers	0	0	-
Ice Fishermen	0	0	-
Hudson Mills			
XC Skiers	0	0	-
Lower Huron			
Ice Skaters	0	0	-
Willow			
XC Skiers	0	0	-
Ice Fishing	0	0	-
Sledders	0	0	-
Lake Erie			
XC Skiers	0	0	-
Sledders	0	0	-
Ice Fishermen	496	1,230	(734.00)
	Totals by Activity		
	Current Year	Previous Year	Change
XC Skiers	0	0	-
Ice Skaters	0	0	-
Sledders	0	0	-
Ice Fishermen	496	1,230	(734.00)

Winter Sports Y-T-D		
Current Year	Previous Year	Change
199	62	+ 137
563	767	(204.00)
8,295	6,739	+ 1556
5,800	5,000	+ 800
1,227	1,157	+ 70
5,605	5,142	+ 463
1,737	1,779	(42.00)
519	126	+ 393
689	876	(187.00)
2,222	2,337	(115.00)
1,700	2,613	(913.00)
14,120	10,628	+ 3492
554	1,167	(613.00)
4,440	3,307	+ 1133
254	419	(165.00)
2,955	2,205	+ 750
1,067	741	+ 326
684	756	(72.00)
162	NA	0
2,919	6,778	(3859.00)
22	26	-4
91	134	-43
1,862	3,619	-1,757
Totals by Activity Y-T-D		
Current Year	Previous Year	Change
16,841	13,819	+ 3022
4,557	5,278	(721.00)
23,424	23,558	(134.00)
12,702	13,723	(1021.00)

2010-11 Winter Season To Date (Nov-Present)		
Current Year	Previous Year	Change
282	246	+ 36
1,458	1,663	(205.00)
16,196	15,239	+ 957
12,090	9,080	+ 3010
2,384	1,229	+ 1155
12,007	10,780	+ 1227
3,848	2,628	+ 1220
673	794	(121.00)
1,794	2,231	(437.00)
5,245	3,605	+ 1640
5,128	2,821	+ 2307
29,780	13,274	+ 16506
1,757	1,419	+ 338
8,317	4,977	+ 3340
720	795	(75.00)
5,425	4,420	+ 1005
2,284	1,601	+ 683
1,493	1,644	(151.00)
515	NA	0
10,359	9,192	+ 1167
56	81	-25
245	239	6
3,272	5,049	-1,777
Totals by Activity 2008-09 Season		
Current Year	Previous Year	Change
33,581	24,847	+ 8734
11,254	7,314	+ 3940
54,185	35,716	+ 18469
25,793	25,130	+ 663

HURON-CLINTON METROPARKS MONTHLY STATISTICS

MAY 2011

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	9	13	(4)	33	39	(6)	\$ 29,400	\$ 21,825	\$7,575
Picnic Reservations	21	21	0	22	21	+ 1	\$ 35,475	\$ 42,750	(\$7,275)
Boat Launches	643	1,385	(742)	806	1,711	(905)	NA	NA	NA
Marina	311	524	(213)	311	554	(243)	\$ 4,146	\$ 11,106	(\$6,960)
Mini-Golf	893	1,009	(116)	893	1,009	(116)	2,086	1,851	\$235
Stony Creek									
Disc Golf ¹	NA	NA	NA	NA	NA	NA	\$ 16,700	\$ 21,865	
Picnic Reservations	75	65	+ 10	275	240	+ 35	\$ 41,200	\$ 35,950	\$5,250
Boat Rental	1,404	1,937	(533)	1,404	1,937	(533)	\$ 12,022	\$ 13,924	(\$1,902)
Boat Launches	251	445	(194)	273	686	(413)	NA	NA	NA
Indian Springs									
Picnic Reservations	12	18	(6)	25	33	(8)	\$ 3,750	\$ 4,950	(\$1,200)
EDC Event Room	2	2	0	11	11	0	\$ 12,462	\$ 11,220	\$1,242
Kensington									
Disc Golf Daily	4,663	4,886	NA	6,133	8,049	NA	\$ 12,266	\$ 16,098	(\$3,832)
Disc Golf Annual	26	17		96	109		\$ 4,620	\$ 10,602	(\$5,982)
Disc Golf Fees							\$ 16,886	\$ 26,700	(\$9,814)
Picnic Reservations	72	74	(2)	233	254	(21)	\$ 34,950	\$ 38,195	(\$3,245)
Boat Rental	1,344	1,598	(254)	1,359	1,598	(239)	\$ 15,365	\$ 15,055	\$310
Huron Meadows									
Picnic Reservations	10	4	+ 6	23	27	(4)	\$ 3,450	\$ 4,050	(\$600)
Boat Rental	54	73	(19)	61	109	(48)	\$ 1,142	\$ 1,202	(\$60)
Hudson Mills									
Disc Golf Daily	2,924	3,126	(202)	5,209	7,441	(2,232)	\$ 10,418	\$ 14,882	(\$4,464)
Disc Golf Annual	30	29	+ 1	152	196	(44)	\$ 7,400	\$ 9,600	(\$2,200)
Disc Golf Fees							\$ 17,818	\$ 24,482	(\$6,664)
Picnic Reservations	35	30	+ 5	77	97	(20)	\$ 12,600	\$ 14,550	(\$1,950)
Canoe Rental ³	0	278	(278)	0	278	(278)	\$ -	\$ 1,231	(\$1,231)
Lower Huron / Willow / Oakwoods									
Picnic Reservations	55	76	(21)	218	235	(17)	\$ 32,700	\$ 35,250	(\$2,550)
Lake Erie									
Picnic Reservations	12	15		61	66		\$ 9,500	\$ 9,825	(\$325)
Boat Launches	1,975	3,099	(1,124)	4,196	6,926	(2,730)	NA	NA	NA
Marina	NA	NA	NA	NA	NA	NA	\$ 61,248	\$ 65,024	(\$3,776)

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.