

AGENDA
Huron-Clinton Metropolitan Authority
Board of Commissioners Meeting
September 8, 2011, 10:30 a.m.
Metro Beach Metropark – Thomas S. Welsh Activity Center

1. Chairman's Statement
2. Public Participation
3. Minutes – August 2011
4. Financial Statements – August 2011
5. Vouchers – August 2011
6. Reports
 - A. Metro Beach
 1. Report – Grant Agreement – U.S. EPA Grant, Parking Lot Improvements (pg. 1)
 - B. Stony Creek
 1. Report – Eastwood Beach Playground (pg. 23)
 2. Bids – Eastwood Beach Water Main Replacement (pg. 25)
 - C. Wolcott Mill
 1. Intergovernmental Agreement – Grist Mill Trailrace Reconstruction (pg. 27)
 - D. Indian Springs
 1. Project – Solar Power Easement Agreement – DTE SolarCurrents (pg. 33)
 2. Seismic Contract – Oil and Gas Exploration Proposal (pg. 53)
 - E. Kensington
 1. Bids – Wastewater System Improvements, Treatment Plant Decommissioning (pg. 59)
 2. Connection Fee Approval – Milford Township Sanitary Sewer System (pg. 61)
 - F. Oakwoods
 1. Report – Canoe Access Site – U.S. Navy Seabees Construction Project (pg. 63)
 - G. Lake Erie
 1. Report – Successful Grant Partnerships (pg. 65)
 - H. Administrative Office
 1. Strategic Plan Review – Goals 6-8 (pg. 67)
 2. Report – Golf Course Maintenance Contract RFP (pg. 69)
 3. 2011 Health Risk Assessment Contract (pg. 105)
 4. Report – 2011 Retiree Health Care Contribution (pg. 111)
 5. Donations (pg. 117)
 6. Report – Legislative (pg. 119)

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7. Director's Comments and Personnel Announcements
8. Commissioners' Comments
9. Motion to Adjourn

A Retiree Health Care Trust meeting will take place **prior** to the Sept. 8 Board meeting at **8:00am** at the Thomas S. Welsh Activity Center with a Pension Committee meeting immediately following.

A Pension Committee meeting will take place at 8:00 am **prior** to the regular Oct. 13 Board of Commissioners meeting at the Administrative Offices with a Retiree Health Care Trust meeting immediately following the Pension meeting.

The next regular Board of Commissioners meeting will be held on Thursday, Oct. 13 at 10:30am, at the Farmhouse Grille at Kensington Metropark.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Michael Arens, Chief Engineer
 Subject: Grant Agreement - USEPA Great Lakes Restoration Initiative, Metro Beach Parking Lot Improvements
 Location: Metro Beach Metropark, Macomb County
 Date: September 1, 2011

At the April 7, 2011 meeting, the Board of Commissioners authorized staff to submit an application to the U.S. Environmental Protection Agency (USEPA) for a Great Lakes Restoration (GLRI) grant in the amount of \$1 million for a project to improve the Main Parking Lot at Metro Beach Metropark. Staff is pleased to report that our grant application has been accepted by the USEPA.

The total estimated cost for the project is \$1,650,000. This amount includes the following fund sources:

USEPA Grant Amount	\$1,000,000
HCMA Match: 2011 Capital Improvement Budget item, "Reconstruct Main Parking Lot – Phase 1"	\$ 500,000
HCMA Match, In-Kind Services: Engineering services (to be recommended for inclusion in the 2012 Engineering Budget)	<u>\$ 165,000</u>
Total Project Amount	\$1,650,000

The Parking Lot Improvement project will redesign and reconstruct the Main Lot, its configuration and its drainage system, to reduce its total area of impervious service (by approximately 24 percent), to increase green space, and to implement stormwater best management practices (BMPs). The Parking Lot and associated infrastructure was originally constructed in 1950. Its pavement is nearing the end of its useful life, and the storm sewer system is deteriorated and failing. The project will eliminate significant portions of the existing (and failing) storm sewer system. It will reduce, capture and redirect stormwater runoff away from the Black Creek and toward adjacent wetlands where biological treatment of pollutants can occur. The project will coordinate with the EPA GLRI Coastal Marshlands Restoration grant project (project currently in progress). Together these projects will seek to accomplish measurable goals toward improving water quality and native habitats in Metro Beach.

This project is the first phase of a project to redevelop the entire Main Parking Lot. As a first phase, only the northerly half (approximately) of the parking lot will be addressed in this project. It is estimated that a project to redevelop the entire 42-acre Main Parking Lot at Metro Beach could be in the \$4,000,000 range. This proposed Parking Lot Improvement project is designed to provide the maximum level of improvement in terms of project and grant goals, and to make meaningful progress toward a comprehensive, master-planned parking lot redevelopment plan.

The grant application was coordinated by Chief of Natural Resources Paul Muelle, in cooperation with HCMA Engineering and Planning staff, and with the assistance of the engineering firm of Environmental Consulting & Technology, Inc.

HCMA has received a notice of award dated Aug. 5, 2011. In order to receive the grant and proceed with the project, HCMA is required to enter into a Grant Agreement with the USEPA.

HCMA will serve as project manager, designer and contract administrator as it customarily does. It must comply with all Administrative Conditions of the Grant Agreement (copy attached).

The project is currently in its early conceptual design stage. The USEPA project period and budget period are October 1, 2011 to July 30, 2013.

Attachments: **Notice of Award**
 Grant Agreement

RECOMMENDATION: That the Board of Commissioners approve the attached Project Agreement and authorize staff to sign the Agreement as recommended by Chief Engineer Arens and staff.



U. S. ENVIRONMENTAL PROTECTION AGENCY ASSISTANCE AGREEMENT NOTICE

RECIPIENT NAME AND ADDRESS:

Huron-Clinton Metropolitan Authority
Attn: Paul Muelle, Chief of Natural Resources
13000 High Ridge Drive
Brighton, MI 48114-9058

Assistance #: GL-00E00862-0

<input checked="" type="checkbox"/> Notice of Award/Assistance Agreement	<input type="checkbox"/> Assistance Amendment
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<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease
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<input type="checkbox"/> Time Extension	<input type="checkbox"/> Administrative Changes
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Enclosed are two copies of an Assistance Agreement from the U.S. Environmental Protection Agency.

To provide your affirmation of this award, please carefully review the entire document, terms and conditions, and any applicable regulations. Please sign¹ and date the Affirmation of Award section on the first page and return one original copy to the following address within 21 days² of your receipt of the Assistance Agreement:

	U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 5 ASSISTANCE SECTION 77 WEST JACKSON BOULEVARD, MC-10J CHICAGO, ILLINOIS 60604
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	ATTN: Bart Mosier, EPA Grant Specialist
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The other original should be retained for your official records and copies distributed within your organization as needed. Please note that funds will not be available for drawdown until we receive your countersigned affirmation of this award. If the Notice of Award includes any terms and conditions requiring signed certifications or assurances, you must return them with the signed agreement.

Please reference the EPA Assistance Number on all future correspondence regarding this Assistance Agreement. If you have any questions, you may contact the Project Officer (programmatic concerns) or the Grant Specialist (administrative concerns), as identified on page one of the Assistance Agreement.

¹ MUST be signed by the authorized representative as shown on the Assistance Agreement signature block or by a formally authorized delegate.

² Failure to countersign and return within (21) days of receipt may result in withdrawal of this agreement.

U.S. Environmental Protection Agency
Region 5
Assistance Section

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement		ASSISTANCE ID NO.			DATE OF AWARD 08/05/2011 MAILING DATE 08/12/2011 ACH#
			PRG	DOC ID	AMEND#	
			GL -	00E00862	- 0	
			TYPE OF ACTION			
			New			
RECIPIENT TYPE: Special District		Send Payment Request to: Las Vegas Finance Center				
RECIPIENT:		PAYEE:				
Huron-Clinton Metropolitan Authority 13000 High Ridge Drive Brighton, MI 48114-9058 EIN: 38-6005602		Huron-Clinton Metropolitan Authority 13000 High Ridge Drive Brighton, MI 48114-9058				
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST		
Paul Muelle 13000 High Ridge Drive Brighton, MI 48114-9058 E-Mail: paul.muelle@metroparks.com Phone: 810-227-2757		Lee Phan 77 West Jackson Blvd., WS-15J Chicago, IL 60604-3507 E-Mail: Phan.Lee@epa.gov Phone: 312-353-5787		Bart Mosier Assistance Section, MC-10J E-Mail: Mosier.Bart@epa.gov Phone: 312-353-4513		
PROJECT TITLE AND DESCRIPTION Reducing the Impact of Stormwater on Metro Beach This project supports the Great Lakes Restoration Initiative and the Great Lakes Water Quality Agreement, pursuant to Public Law 112-10. The Huron Clinton Metropark Authority will use green infrastructure measures to reduce, capture and treat stormwater runoff impacting the Metropolitan Beach Metropark on Lake St. Clair. This project will eliminate approximately 11.5 acres of pavement and establish a new drainage pattern for the parking area that will filter all runoff through a system of vegetative swales and detention areas to an existing 96 acre wetland. These green infrastructure investments will improve water quality and public health at Metro Beach and restore the natural hydrology.						
BUDGET PERIOD 10/01/2011 - 06/30/2013		PROJECT PERIOD 10/01/2011 - 06/30/2013		TOTAL BUDGET PERIOD COST \$1,650,000.00		
				TOTAL PROJECT PERIOD COST \$1,650,000.00		
NOTICE OF AWARD Based on your application dated 04/08/2011, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$1,000,000. EPA agrees to cost-share 61.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,000,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.						
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS			ORGANIZATION / ADDRESS			
U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507			U.S. EPA, Region 5 Water Division, W-15J 77 West Jackson Blvd. Chicago, IL 60604-3507			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY						
SIGNATURE OF AWARD OFFICIAL Digital signature applied by EPA Award Official		TYPED NAME AND TITLE Cyndy Colantoni, Associate Director for Resources Management		DATE 08/05/2011		
AFFIRMATION OF AWARD						
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION						
SIGNATURE		TYPED NAME AND TITLE Greg Almas, Deputy Director		DATE		

EPA Funding Information

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 1,000,000	\$ 1,000,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 500,000	\$ 500,000
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$ 150,000	\$ 150,000
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 1,650,000	\$ 1,650,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.469 - Great Lakes Program	Department of Defense and Full-Year Continuing Appropriations Act 2011 (PL 112-10)	40 CFR PART 31

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	1105HNX039	1112	B	05H3	403BJ7E	4116	053300N		1,000,000
									1,000,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$167,856
2. Fringe Benefits	\$67,142
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$1,415,002
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$1,650,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>39.00</u> % Federal <u>61.00</u> %.)	\$1,650,000
12. Total Approved Assistance Amount	\$1,000,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$1,000,000
15. Total EPA Amount Awarded To Date	\$1,000,000

Administrative Conditions

1. FISCAL YEAR 2011 ACORN FUNDING RESTRICTIONS

Congress has prohibited EPA from using its FY 2011 appropriations to provide funds to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries. None of the funds provided under this agreement may be used for subawards/subgrants or contracts to ACORN or its subsidiaries. Recipients should direct any questions about this prohibition to their EPA Grants Management Office.

2. ASAP PAYMENT METHOD

In order to comply with the Debt Collection Improvement Act of 1996, the recipient must complete and return the attached information to the Las Vegas Finance Center for enrollment in the Automated Standard Application for Payments (ASAP) system. You may fax or e-mail this information to Rich Sherburne, Financial Specialist, at Sherburne.Richard@epamail.epa.gov or fax (702-798-2423).

3. CONSULTANT CAP

Payment to consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2011, the limit is \$596.00 per day and \$74.50 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provided the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

4. COPYRIGHTED MATERIAL

In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- a. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- b. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

5. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Michigan Department of Natural Resources and Environment as follows:

MBE: 2%

WBE: 6%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as the Michigan Department of Natural Resources and Environment.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are

potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. **Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.** The reports must be submitted **annually** for the period ending September 30th for:

40 CFR Part 30 Recipients (Non-profits and Institutions of Higher Education); and
40 CFR Part 35 Subpart A and Subpart B Recipients.

The reports are due within 30 days of the end of the annual reporting period (October 30th). Reports should be sent to:

**Adrianne M. Callahan, Region 5 MBE/WBE Coordinator
USEPA, Acquisition and Assistance Branch
77 West Jackson Boulevard (MC-10J)
Chicago, IL 60604**

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the

recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

6. DRUG-FREE WORKPLACE CERTIFICATION

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

7. DUNS & CCR REQUIREMENTS

I. Central Contractor Registration and Universal Identifier Requirements.

- A. Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- B. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:
 - 1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
 - 2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.
- C. Definitions. For purposes of this award term:
 - 1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
 - 2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
 - 3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

8. HOTEL-MOTEL FIRE SAFETY :

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

9. LOBBYING AND LITIGATION - ALL RECIPIENTS :

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

10. MANAGEMENT FEES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

11. RECYCLED PAPER - PART 31 RECIPIENTS - STATE, TRIBES & LOCAL GOVERNMENTS

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied

by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

12. RECYCLED PRODUCTS - STATE AGENCIES AND POLITICAL SUBDIVISIONS

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

13. REIMBURSEMENT LIMITATION

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

14. SINGLE AUDIT ANNUAL REPORTING REQUIREMENT

In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor, if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit the SF-SAC and a Single Audit Report Package. **The recipient MUST** submit the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

15. SUBAWARDS

- a. The recipient agrees to:
 - (1) Establish all subaward agreements in writing;
 - (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
 - (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
 - (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
 - (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
 - (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
 - (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
 - (8) Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.
- b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

16. SUBAWARDS AND EXECUTIVE COMPENSATION

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e of this award term).
2. Where and when to report.
 - i. You must report each obligating action described in paragraph a.1. of this award term to www.fsrs.gov.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. What to report. You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if –
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at www.ccr.gov.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if –
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and

- subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. **Where and when to report.** You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. **Exemptions**
- If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. subawards, and
 - ii. the total compensation of the five most highly compensated executives of any subrecipient.
- e. **Definitions.** For purposes of this award term:
1. **Entity** means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 2. **Executive** means officers, managing partners, or any other employees in management positions.
 3. **Subaward:**
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 4. **Subrecipient** means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
 5. **Total compensation** means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. *Salary and bonus* .
 - ii. *Awards of stock, stock options, and stock appreciation rights* . Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. *Earnings for services under non-equity incentive plans* . This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified* .
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

17. SUSPENSION & DEBARMENT: 2 CFR PART 1532

Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

18. TRAFFICKING IN PERSONS

- a. *Provisions applicable to a recipient that is a private entity* .
 - 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - (A) Associated with performance under this award; or
 - (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR 1532.
- b. *Provision applicable to a recipient other than a private entity* . We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to

Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR 1532

c. *Provisions applicable to any recipient .*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions .* For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - (B) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

19. UNLIQUIDATED OBLIGATIONS - INTERIM FFR - PART 31 RECIPIENTS

Submission of Interim Federal Financial Reports

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit an annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the end of the reporting quarter.

The following reporting period end dates shall be used for interim reports: 6/30.

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/ocfo/finservices/forms.htm> . All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, PO Box 98515, Las Vegas, NV 89193, or by Fax to: 702-798-2423.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with

this term and condition.

Programmatic Conditions

1. ENVIRONMENTAL RESULTS - RECIPIENT PERFORMANCE REPORTING

Recipients subject to 40 C.F.R. Part 31 (other than recipients of State or Tribal Program grants under 40 C.F.R. Parts 35 Subparts A or B).

Performance Reports:

In accordance with 40 C.F.R. Part §31.40, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs.

In accordance with 40 C.F.R. § 31.40 (d), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

2. FOOD & REFRESHMENTS

Unless the event(s) are specified in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event.
- (3) An estimated number of participants in the event and a description of their roles.

Recipients may address questions about whether costs for light refreshments, and meals for events are allowable to the recipient's EPA Project Officer. However, the Agency Award Official or Grant Management Officer will make final determinations on allowability.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

3. SUFFICIENT PROGRESS

EPA may terminate the assistance agreement for failure of the recipient to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.

4. QUALITY SYSTEM DOCUMENTATION

This project has been determined to involve use of existing environmental data or collection of new environmental data (use or collection of environmental data). Acceptable Quality System Documentation must be submitted to the EPA Project Officer within 90 days of the acceptance of this agreement. The recipient **may not incur cost** for work involving direct measurements or data generation, environmental

modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology until the EPA Project Officer, in concert with the EPA Quality Manager, has approved the Quality System Documentation.

5. SUB AWARD POLICY

a. The recipient agrees to:

- (1) Establish all subaward agreements in writing;
- (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
- (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
- (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (5) Ensure that any subawards to 501(c) (4) organizations do not involve lobbying activities;
- (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (8) With the exception of subawards subject to the term and condition "Community Involvement Costs", recipients must obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

d. Community Involvement Costs

Costs for promoting community involvement activities are allowable to the extent they are consistent with the EPA approved scope of work and applicable regulations. As authorized by 40 CFR 30.25(c) (2) (v) or 40 CFR 31.30(d) (4), EPA is granting prior approval for subawards of financial assistance to non-profit organizations or local governments representing residents in the area in which the recipient will carry out its project, or who would otherwise be affected by or benefit from the project, even if those subawards were not described in the application and funded in the award. However, the subawards must comply with the respective OMB Circulars and cost principals. The recipient must also notify EPA's project officer of the identity of the subrecipient and the purpose of the subaward when it makes the subaward and submit a revised budget which reflects the amount of the subaward(s) in the "Other" category, and clearly identifies the amounts taken from each of the remaining budget categories to fund the subaward(s).

6. MEETINGS / CONFERENCES / TRAVEL COSTS

Time and travel costs along with participation in professional meetings and conferences funded under this agreement shall be approved by the EPA Project Officer in advance. Although the EPA Project Officer may have approved this type of activity as a component of the workplan, the recipient (or its representative) seeking to attend professional meetings and conferences not covered/approved in the original scope of work, needs to obtain prior approval from an EPA Project Officer. Specifically, at least 45 days in advance, the recipient shall request approval of the EPA Project Officer for any travel plans not previously anticipated and not previously approved as part of this assistance agreement by providing the

Project Officer with a description of the event, the location of the event, the event sponsor, travel dates, the recipient's role in the event, the number of travelers and estimated travel costs. The request should also include a justification describing why this travel is a necessary part of this assistance agreement. The recipient agrees that any travel requiring an increase in grant funds or a rebudgeting of funds from other cost categories of the approved budget must be approved in writing and/or by formal amendment to this agreement as applicable. In addition, the recipient understands that any international travel requires written prior approval by EPA since such travel requires clearance by EPA's Office of International Affairs and in certain instances, the US Department of State. The recipient understands that if it incurs travel costs of any kind without EPA's prior approval, it does so at its own risk.

7. SIGNAGE

The recipient shall ensure that a visible project identification sign (with the Great Lakes Restoration Initiative logo provided by the EPA Project Officer) is erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding. The recipient will determine the design, placement, and materials for each sign. The GLRI logo should be accompanied with the statement indicating that the (recipient name) received financial support in the amount of (EPA funds awarded in this assistance agreement) from the EPA.

8. REPORTING

[A] Great Lakes Accountability System Reporting: EPA has developed an electronic accountability and performance system called the "Great Lakes Accountability System (GLAS). The GLAS is an internet based system designed to track GLRI projects in order to assess the GLRI's effectiveness. The Conference Report accompanying Public Law 111-88, House Report 111-316, suggested EPA to develop a process that "ensures monitoring and reporting on the progress of the GLRI. The GLAS system will include program and project information including project location, environmental progress and results, and additional project data.

The recipient shall ensure that applicable information is reported **quarterly** into the GLAS database pertaining to its contributions (including those from contracts and grants) to Goals, Objectives, and Measures under the GLRI Action Plan. Quarterly reporting means the first full quarter after the issuance of award and quarterly thereafter, *starting with October 2011* . Reporting shall take place in January 15, April 15, July 15, and October 15, for the preceding quarter, in accordance with reporting instructions that will be published periodically by EPA.

Recipients and sub-recipients (contractors, sub-awardees, etc.) shall be responsible for inputting their project information into the GLAS database using specified formats and timeframes. The website for the database will be accessible through the Great Lakes Restoration Initiative website (<http://greatlakesrestoration.us>) or directly at <https://restore.glnpo.net/glas/login.htm>. For more information (including a video on GLAS reporting mechanism), please visit <http://epa.gov/glnpo/live/glasdemo3/>.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 2005-0001. The time required each year to complete this information collection is estimated to average 33 hours per project for state, local and tribal governments and 41 hours per project for non-governmental organizations, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information collection is scheduled to expire on July 31, 2013. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, to the Director, Collection Strategies Division, OIC/OEI, U. S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, DC 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, 725 17th St., NW, Washington, DC 20503, Attention: Desk Officer for EPA. Include the EPA ICR number (2379.01) and OMB control number (2005-0001) in any

correspondence.

[B] Semi-annual progress reports: In addition to quarterly GLAS reporting, the recipient shall submit semi-annual progress reports (electronically) to the EPA Project Officer by January 15 and July 15 of each year, *commencing January 15, 2012* through the life of the assistance agreement. Progress reports shall document progress under the project in writing and in pictures. Online application materials provide a suggested outline, addressing:
(<http://www.epa.gov/greatlakes/fund/applicationpac/Management/ProgressReport.pdf>)

- (1) work accomplished for the period, quantifying results;
- (2) Object Class Category changes;
- (3) corrective actions;
- (4) projected new work;
- (5) percent completion of scheduled work;
- (6) percent of budgeted amounts spent;
- (7) any change in principal investigator;
- (8) any change needed in project period,
- (9) date and amount of latest drawdown request; and
- (10) delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

The reports must contain information in order to ascertain that the Scope of Work (SOW) is being carried out as specified in the assistance agreement. The EPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the assistance agreement.

[C] Final Report: The Final Report shall incorporate project outputs and summarize the nature and extent of the project, methodologies employed, significant events and experiences, and a compilation of the data collected. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date. Electronic and paper versions of the Final Report shall be submitted no later than 90 days after the end of the project period. All work products shall carry attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

- A database (Excel or similar format) of field and laboratory data including but not limited to lat-long, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates
- Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

[D] Geospatial Data Reporting: Location information (address information, latitude and longitude values, coverage, geospatial metadata, and other coordinate information) shall be reported for all areas of interest in this agreement (ex: sampling sites/areas, restoration sites/areas, etc.) according to the format available at http://www.epa.gov/nerlesd1/ggc/pdf/epa_natl_geo_data_policy.pdf. Each Sample (for example concentrations of nitrate in water sample) shall include corresponding latitude and longitude information for the specific sample location. All reports and supplemental data, text, and graphics shall be submitted to the EPA Project Officer in digital format as follows:

[a] Original electronic copy on CD or Email Attachments. Macintosh and Windows are acceptable. All major word processing and desktop publishing formats are acceptable. Digital graphics should be submitted in their original form. Any special fonts used within the document should also be provided, **OR** [

b] Hypertext markup language, (HTML) **OR** [c] "PDF" version.

Contact Pranas Pranckevicius (pranckevicius.pranas@epa.gov, (312) 353-3437) or Kenneth Klewin (klewin.kenneth@epa.gov, (312) 886-4794) with questions or to receive environmental monitoring data format. http://www.epa.gov/glnpo/monitoring/data_proj/glenda/index.html

All data, including geospatial data should be collected, acquired, processed, documented, stored, accessed, maintained, and retired through the use of complete, consistent, and integrated metadata.

9. HEALTH, SAFETY, AND ENVIRONMENTAL COMPLIANCE

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

10. DISPOSITION OF WASTES

Disposal of all wastes will be in accordance with State and Federal regulations, and is the responsibility of the recipient.

11. BEST MANAGEMENT PRACTICE

Recipient agree to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications.

12. INFORMATION ON IMPLEMENTATION OF MITIGATION MEASURES - USING BEACHGUARD

Recipient agrees to use EPA's BeachGuard database to submit information annually about funded project activities by September 30 of each year that the grant is active.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Susan H. Nyquist, Chief Planner
 Subject: Report – Eastwood Beach Playground
 Location: Stony Creek Metropark
 Date: September 1, 2011

The Board approved Five-Year-Plan identifies projects that will meet the “3-R” goals to renovate, redevelop and replace existing, aging, and obsolete park facilities. Among the projects listed is the redevelopment of Eastwood Beach at Stony Creek Metropark. To date the Board has authorized expenditures of approximately \$500,000 for projects at Eastwood Beach including renovation of the Bathhouse and Food Bar, and replacement of both the bathhouse heater and the water main that serves the area. The master plan for Eastwood Beach includes the addition of a significant play area and is included in the 2011 Capital Improvement Budget with a committed amount of \$600,000.

The new play area is designed for children aged 2-12. The 2-5 year old area consists of a post and deck play structure. Decks, bridges, tunnels, horizontal and vertical climbers, slides, a balance beam and a rock climbing structure will be interlinked creating a challenge course for this age group. This play zone features spring rockers, a 4-child seesaw, and tot swings. Two canopies will provide shade over parts of the structure.

The centerpiece of the 5-12 year old area is a 16-foot tall play net structure connected to three adjoining post and deck structures that are also interconnected to create a giant play structure. Then horizontal and vertical climbers, bridges, decks and rock climbing walls will link these structures together. This zone features various spinners including one that will allow a child to go upside down, a swing set with belt swings and an accessible swing.

Installed under portions of the structures, poured-in-place rubber surfacing will provide lots of color, ADA compliant access, and safe fall zones. Remaining areas will have an engineered wood fiber safety surface that is compliant with accessibility requirements. The design and layout of the structures will provide activities for children of all abilities to play together.

Other site improvements include concrete walks, benches, trash receptacles and a bike rack. Shade trees and perennial planting beds will be scattered around the playground. Dinosaur themed fossils will be installed at the beach under the sand as part of this project and will provide children the opportunity to be archaeologists.

Modifications to the existing irrigation system include the installation of a new pump that will draw water out of Stony Creek Lake. This will allow the entire beach irrigation system to be taken off of city water.

Recommendation: That the Board of Commissioners receive and file the Stony Creek Eastwood Playground report as recommended by Chief Planner Nyquist and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Michael Arens, Chief Engineer
 Project No: 2-509-11B
 Project Title: Eastwood Beach Water Main Replacement
 Project Type: Supplemental Major Maintenance
 Location: Stony Creek Metropark, Macomb County
 Date: September 1, 2011

Bids Opened: Thursday, Aug. 25 at 2:00 pm

Scope of Work: Provide repairs and upgrades of the water mains serving the Eastwood Beach and Boat Launch areas, including 2,500 lineal feet of direct-buried 8-inch PVC water main, 1,200 lineal feet of directionally-drilled 8-inch PVC water main, HDPE water service connections, fire hydrants, and revisions of the existing water meter; also provide relocation of 400 lin.ft. of 6-inch sanitary sewer force main at Eastwood Beach.

Existing water mains to be replaced were constructed of pre-PVC plastic over 40 years ago; they have experienced frequent breakage, are no longer reliable, and have exceeded their useful life. Meter revisions are required to master-meter all water service from Shelby Township. Project undertaken pursuant to terms of Water Service Agreement with Shelby Township authorized by Board of Commissioners on June 9, 2011 and executed by Shelby Township on Aug. 16, 2011. Force main relocation is required to accommodate the siting and construction of the Eastwood Beach Play Area Development, currently under design.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
1. Teltow Contracting, Inc.	Casco Township	\$174,200.00
2. T.R. Pieprzak Company, Inc.	China Township	\$216,483.80
3. Superior Excavating, Inc.	Auburn Hills	\$236,051.00
4. D.V.M. Utilities, Inc.	Sterling Heights	\$274,998.50
5. Knight Construction Company	Troy	\$276,346.10
6. DiPonio Contracting, Inc.	Shelby Township	\$292,055.00
7. Bricco Excavating Company, LLC	Oak Park	\$296,597.00
8. Lawrence M. Clarke, Inc.	Belleville	\$310,599.00
9. F.D.M. Contracting, Inc.	Shelby Township	\$386,259.00
Engineer's Estimate of Probable Cost		\$286,000.00
Proposed Work Order Amount		
Contract Amount – Teltow Contracting (Rounded)		\$175,000.00
Contract Administration		<u>\$ 10,000.00</u>
Total Proposed Work Order Amount		\$185,000.00

As reported to the Board of Commissioners on June 9, 2011 and previously, this project is part of a larger undertaking to repair and upgrade major portions of water and sanitary sewer infrastructure, which is essential for Stony Creek Metropark to remain operational. Other portions of the overall water and sanitary sewer system repair/ upgrade project, and their estimated costs are as follows:

Eastwood Beach Water Main Replacement (this project)	\$185,000
Connection of Park Office to Shelby Township System (future project)	\$ 80,000
Sanitary Sewer Rehabilitation (project nearly complete)	\$242,000
New Gravity Sewer to Shelby Township System (future project)	\$500,000
Replace Force Main under Stony Lake (future project)	\$500,000

As a key component of major park infrastructure having total repair/replacement cost in excess of \$200,000, funding of this project is recommended through the Authority's Supplemental Major Maintenance Fund, in accordance with the Board of Commissioner's Resolution of Feb. 10, 1994.

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

A Z Shmina, Inc.	Brighton	Utility Services Authority	Belleville
ISCO Industries	Orchard Lake	Kennedy Industries, Inc.	Milford
McSweeney Electric	Wixom	Zito Construction co.	Gd. Blanc
Aggressive Systems, Inc.	Farm. Hills	GenPower Products, Inc.	Wixom
Pamar Enterprises	New Haven	Air Design, Inc.	Southfield
CSM Mechanical, LLC	Fenton	O'Connor Electric	S. Lyon
Reliance Building Co	Novi	Etna Supply	Milford
Process Piping & Equip.	Milford	O'Laughlin Const. Co.	Brighton
VanLaan Concrete Const.	Dutton	Z Contractors, Inc.	Shelby Twp
Ground Effects Dir. Drillg.	Saginaw	Miller Communications	Clio

Recommendation: That the Board of Commissioners award Contract No. 2-509-11B to the lowest responsive, responsible bidder, Teltow Contracting, Inc., in the amount of \$174,200.00, and that funding for the project be made through the Supplemental Major Maintenance Reserve Fund as recommended by Chief Engineer Arens and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Michael Arens, Chief Engineer
 Subject: Intergovernmental Agreement – Grist Mill Tailrace Reconstruction
 Project Type: Major Maintenance
 Location: Wolcott Mill Metropark, Macomb County
 Date: September 1, 2011

A project to reconstruct the tailrace of the Wolcott Grist Mill is being developed cooperatively by HCMA and the Macomb County Department of Roads (MCDR). The tailrace is an underground concrete box culvert- type structure, approximately 8-feet high, 12-feet wide and 50-feet in length. It extends underground from the Grist Mill building (which directly abuts MCDR right-of-way), across Wolcott Road, and discharges to the east side of the Wolcott Road right-of-way.

The tailrace is an integral component of the historical Grist Mill and its operation. Additionally it serves to conduct groundwater and surface water drainage across the mill site. It was originally constructed in the 1930s or perhaps earlier, and was altered in subsequent phases.

The tailrace is currently deteriorated and at risk of failure. Its condition places the roadway structure above it at risk. The project is included in the HCMA's 2011 Major Maintenance budget in the amount of \$85,000. Due to the tailrace's state of deterioration the project has become relatively urgent at this time.

MCDR and HCMA staffs agree that the replacement of the tailrace is a joint responsibility. In order to implement the project, an Intergovernmental Agreement is necessary to address the responsibilities of the parties and their respective cost participation in the project. A copy of the proposed Agreement is attached, the form of which is based on past cost sharing agreements between HCMA and the Macomb County Road Commission (MCDR's predecessor). The Agreement has been reviewed by legal counsel.

The parties believe the tailrace's reconstruction is a mutual responsibility for the following reasons. The tailrace was constructed as an integral part of the Mill, which as a whole is the HCMA's responsibility. It primarily serves to HCMA's benefit and, absent the abutting road right-of-way, would be HCMA's entire responsibility to maintain. No formal easement across the Wolcott Road right-of-way exists, though a prescriptive easement in favor of HCMA may be inferred. However, part of the tailrace's function is to convey drainage across MCDR right-of-way, which would otherwise be a MCDR responsibility. Plus, the design and condition of the tailrace structure creates significant load limitations across Wolcott Road, also a MCDR responsibility. Therefore the MCDR agrees that they have a responsibility in reconstructing the tailrace as well.

For these reasons, MCDR and HCMA staffs have tentatively agreed to share the cost of replacing the tailrace on a 50-50 basis. The exception to this is approximately \$16,000 of building foundation work where the tailrace connects to the Mill building, which the parties agree is 100 percent HCMA responsibility. The total estimated cost of the project is \$100,045. Based on this amount, the MCDR's cost share would be \$41,772.50, and HCMA's cost share would be \$58,272.50.

The MCDR will design the tailrace portion of the project, and HCMA will design the building foundation connection. The MCDR will advertise, receive bids for and award a contract for construction, and it will administer the contract. HCMA will reimburse MCDR for actual costs of construction as billed by MCDR after completion of the project. Design of the project is nearly complete, and a fall bid letting is planned.

Recommendation: That the Board of Commissioners approve the attached Intergovernmental Agreement as recommended by Chief Engineer Arens and staff.

INTERGOVERNMENTAL AGREEMENT

6-C-1-a

Macomb County Department of Roads Huron-Clinton Metropolitan Authority

This Agreement entered into this _____ day of _____, 2011 by and between the Macomb County Department of Roads, hereinafter referred to as the "DEPARTMENT", and the Huron-Clinton Metropolitan Authority, a Michigan public body corporate organized and operating under the provisions of Act 147, Pubic Acts of Michigan, 1939, as amended, hereinafter referred to as the "AUTHORITY".

WHEREAS, an existing tailrace downstream of the AUTHORITY'S Wolcott Grist Mill conducts drainage through the Mill and across the DEPARTMENT'S Wolcott Road right-of-way, between 29 Mile Road and Indian Trail; and,

WHEREAS, the Mill tailrace is significantly deteriorated and represents a potential threat to the proper functioning of the Mill's raceway and to the integrity of Wolcott Road in its immediate vicinity; and

WHEREAS, the DEPARTMENT and the AUTHORITY are willing to cooperate in the reconstruction of the tailrace due to the mutual benefits derived therefrom;

NOW, THEREFORE, the Parties agree as follows:

1. The project location is on Wolcott Road between 29 Mile Road and Indian Trail, adjacent to the AUTHORITY'S Wolcott Grist Mill and approximate 130 feet north of the DEPARTMENT'S bridge over the North Branch Clinton River.
2. The total project shall be defined as, but not necessarily limited to:
 - a) All labor, supervision, equipment, materials and contract services necessary to remove, to the extent necessary, the existing cast-in-place concrete tailrace structure, from the exterior face of the easterly foundation wall of the Mill to the tailrace end section, and replace it with a new 54-inch pre-cast concrete pipe tailrace and end section and related work.
 - b) All labor, supervision, equipment, materials and contract services to remove, to the extent necessary, the existing concrete foundation wall of the Mill at its intersection with the tailrace and construct a new bulkhead at the Mill foundation wall, to create the upstream terminus of the new tailrace and related work.
 - c) All engineering services necessary to design and prepare construction documents for a project to remove and replace the Mill tailrace.
 - d) All engineering services necessary to design and prepare construction documents for a project to construct a bulkhead at the Mill foundation wall, to create an upstream terminus of the new tailrace.

3. The total current estimated cost of this project is One Hundred Thousand, Forty-Five Dollars and 00/100 Cents (\$100,045.00).
4. The following responsibilities with respect to project design have been agreed to:
 - The DEPARTMENT shall be responsible for all engineering services related to the tailrace under Section 2.c)
 - The AUTHORITY shall be responsible for all engineering services related to the bulkhead under Section 2.d)
5. The following cost sharing proportions have been agreed to:
 - DEPARTMENT'S share: FIFTY PERCENT (50%) of the total actual cost related to the tailrace under Section 2.a), estimated to be Forty One Thousand, Seven Hundred Seventy Two Dollars and 00/100 Cents (\$41,772.50).
 - AUTHORITY'S share: ONE HUNDRED PERCENT (100%) of the total actual cost related to the bulkhead under Section 2.b), estimated to be Sixteen Thousand, Five Hundred Dollars and 00/100 Cents (\$16,500.00), plus FIFTY PERCENT (50%) of the total actual cost related to the tailrace under Section 2.a), estimated to be Forty One Thousand, Seven Hundred Seventy Two Dollars and 00/100 Cents (\$41,772.50).
5. The DEPARTMENT will administer all necessary bidding, contracting, management, force account work and construction of the project as a single undertaking.
5. The DEPARTMENT, upon completion of said program, will furnish the AUTHORITY with a statement of actual costs of the project. AUTHORITY will pay its share of costs based on actual costs invoiced by the DEPARTMENT to the AUTHORITY.
6. Work will be in accordance with quality standards equal to the standards generally applicable to the DEPARTMENT'S projects.
7. The AUTHORITY, the DEPARTMENT, the County of Macomb, their officers, agents, employees and consultants will be listed as additional insured on the contractor's insurance policy for general liability, automobile liability, excess coverage and worker's compensation.
8. The DEPARTMENT agrees to obtain authorization for additional expenditures beyond the limits of this agreement from the AUTHORITY prior to committal of same.
9. This Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital. This Agreement incorporates all prior agreements and promises between the parties, whether written or oral.

10. This Agreement is not assignable by either party.
11. There are no intended third-party beneficiaries to this Agreement.
12. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining of this Agreement shall nonetheless remain in full force and effect.
13. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify, or discharge it, in whole or in part, unless such executory agreement is in writing and is signed by the Parties against whom enforcement of any waiver, change, modification, or discharge is sought.
14. This Agreement shall, in all respects, be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Michigan and venue for any dispute shall lie in Macomb County, Michigan.
15. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) expedited delivery service with proof of delivery, (c) United States registered or certified mail, return receipt requested, postage prepaid, or (d) prepaid telegram or facsimile transmission (provided that the receipt of such telegram or facsimile transmission is confirmed), sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance with this Section, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of the first attempted delivery at the address and in the manner provided in this Section, or, in the case of telegram or facsimile transmission, upon receipt. Unless changed in accordance with the preceding sentence, the address for notices given pursuant to this Agreement shall be as follows:

If to the DEPARTMENT: Macomb County Department of Roads
Attention Robert P. Hoepfner, P.E., Director
117 S. Groesbeck Hwy
Mount Clemens, MI 48043

If to the AUTHORITY: Huron-Clinton Metropolitan Authority
Attention: Michael Arens, P.E., Chief Engineer
13000 High Ridge Dr.
Brighton, MI 48114

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date set forth above.

WITNESSES:

**MACOMB COUNTY
DEPARTMENT OF ROADS**

Mark F. Deldin, Deputy County Executive

WITNESSES:

HURON-CLINTON METROPOLITAN AUTHORITY

Anthony V. Marrocco, Chairman

John C. Hertel, Secretary

**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, Oakland County
Date: September 1, 2011

At the May 12 and June 9, 2011 meetings 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 Nov. 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 meeting, the Board of Commissioners expressed concerns regarding the proposed Agreement, including proposed compensation to HCMA, and attorney potential conflict 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. These revisions have been included in the revised Agreement (copy attached).

At its May 12, 2011 meeting, and again at its June 9, 2011 meeting, the Board of Commissioners expressed concern about attorney potential conflict. It will be recalled that 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. In response, HCMA retained the legal services of the firm of Plunkett Cooney, PC to provide additional legal review of the Agreement. Their review comments have been agreed to and incorporated in the revised Agreement.

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. 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. Further, 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.

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

This Solar Power Easement Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2011 ("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. No Encumbrances: Except for the easement granted hereby, Detroit Edison's ownership, operation, maintenance and repair of the System or use of Premises shall not result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon the interests of the Customer or the subservient estate. Provided, however, nothing contained herein shall prevent Detroit Edison from creating encumbrances upon the easement granted by this instrument and the assets of Detroit Edison.

11. 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 per Section 1 of this Agreement. Detroit Edison shall have no further obligations to Customer and Customer shall have no further obligations to Detroit Edison.
12. 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.
13. 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.
14. Detroit Edison's Compliance with Applicable Laws: Detroit Edison, 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 operation of the System and use of the Premises.
15. 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.
16. 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 12, 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.

17. 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 17a. 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.

18. 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).

19. 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 17a. above.

20. 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.

21. 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 15 above. Detroit Edison may assign its rights and obligations under this Agreement to a subsidiary or 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 affiliate of Detroit Edison with Customer's prior written consent, which shall not be unreasonably withheld or delayed.

22. 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 22 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.

23. 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.

24. 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.

25. No Third Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party. Absolutely no third party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

26. 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 27 shall be within fifteen (15) days, and written consent shall not be unreasonably withheld.

27. 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.

28. Governing Law: This Agreement shall be governed and shall be interpreted in accordance with the laws of the State of Michigan.
29. 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.
30. 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

31. 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.
32. 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.

33. 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.
34. Exhibits: All Schedules attached hereto shall be incorporated herein by reference as if set out herein in full.
35. 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.
36. Survival: The provisions of Section 23 hereof shall survive the termination of this Agreement for a period of two (2) years.
37. 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.

HURON-CLINTON METROPOLITAN AUTHORITY
a Public Body Corporate

Witness

Anthony V. Marrocco, Chairman

Witness

John C. Hertel, Secretary,

THE DETROIT EDISON COMPANY,
a Michigan corporation

Authorized Signature of Detroit Edison

Print Name

Print Title

Customer Acknowledgment

STATE OF MICHIGAN)
)§
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Anthony V. Marrocco, the Chairman, and by John C. Hertel, 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 _____, 2011, 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 _____, 2011, 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

HURON-CLINTON METROPOLITAN AUTHORITY
a Public Body Corporate

Witness

Anthony V. Marrocco, Chairman

Witness

John C. Hertel, Secretary,

GRANTEE

The Detroit Edison Company, a Michigan corporation

BY: _____

NAME: _____

ITS: _____

Acknowledged before me in _____ County, Michigan on _____, 20__,
by Anthony V. Marrocco, the Chairman, and by John C. Hertel, the Secretary of Huron-Clinton Metropolitan Authority, a Public Body Corporate on behalf of the Huron-Clinton Metropolitan Authority.

Notary's

Notary's

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

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

Notary's

Notary's

Stamp _____ Signature _____

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

When recorded return to: Heather A. Betts, Detroit Edison, One Energy Plaza, 688 WCB, Detroit, Michigan 48226

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.

The figure consists of several components:

- Aerial Photographs:**
 - Top Left:** A wide aerial view of the site and surrounding area.
 - Top Middle:** A closer aerial view of the site, with a green dashed line outlining the proposed PV Easement Area.
 - Top Right:** An aerial view of the surrounding area, showing a road and a building.
- Maps:**
 - Bottom Left:** A vicinity map showing the site's location relative to Springfield, Clarkston, and Waterford. The map includes major roads like I-75, I-85, and I-95, and landmarks like Indian Springs and Lake Lanier.
 - Bottom Middle:** A north oblique aerial photograph of the site, showing the surrounding area from the north.
 - Bottom Right:** A south oblique aerial photograph of the site, showing the surrounding area from the south.
- Scale and Orientation:**
 - A scale bar at the bottom right indicates a distance of 400 feet.
 - A north arrow is located at the bottom right of the scale bar.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Michael Arens, Chief Engineer
 Subject: Seismic Contract – Oil and Gas Exploration Proposal, Jordan Development
 Location: Indian Springs Metropark, Oakland County
 Date: September 1, 2011

HCMA has received a proposal from Jordan Development Company, LLC of Traverse City, to perform a seismic survey, as an initial step toward exploring oil and gas development potential in Indian Springs Metropark. Jordan's area of interest for potential exploration at this time covers subsurface areas in the entire 2,500-acre park, at all potential horizontal strata, depending upon results of the seismic survey.

The proposed seismic test line will extend from Teggerdine Road northward, across approximately 1.8 miles of HCMA land, to the north boundary of the park. Jordan proposes to use a combination of exploratory methods, the method to be applied as may be appropriate for the local terrain and conditions. These methods will include 1) small explosive charges (1/8 to 1/4 pound) ammonium nitrate placed in augured holes at safe and appropriate depths, spaced intermittently along the seismic test line; and 2) mini-vibroiseis machines (that is, compact over-land vibratory seismic vehicles). Jordan must perform all testing in close coordination with HCMA staff. Public safety and minimal environmental intrusion are paramount concerns.

In order to undertake the seismic survey, a Seismic Contract is necessary to address the terms of access onto HCMA lands. A copy of the proposed Seismic Contract is attached. In the past, most recently in 2004, HCMA has charged a nominal fee of \$1,000 per mile of seismic line tested.

In addition, the proposed Seismic Contract includes a grant of an exclusive option to Jordan to enter into an oil and gas lease with HCMA in the event Jordan determines there may be potential for oil and gas production and wishes to pursue its development. If Jordan exercises the option, the key terms of the lease are proposed to be as follows, as stipulated in the Seismic Contract:

1. Bonus Payment: The bonus payment (that is, the upfront, per acre payment for land area actually proposed to be leased) will be \$150 per acre elected by Jordan. This is based on per-acre bonus payments negotiated by HCMA in the past, most recently in 2004. By comparison, the average bonus payment to the State of Michigan in 2011 for its oil and gas leases was about \$20 per acre.
2. Primary Term: 2-year primary lease term, during which Jordan must commence operations, and so long thereafter as operations are continuously conducted (certain interruptions and conditions excepted).
3. Form of Lease: The form of oil and gas lease will be similar to the most recent oil and gas lease executed by HCMA. The most recent HCMA oil and gas lease was executed in 2004, and it was extensively reviewed and amended by the legal firm of Topp Law, PLC of Gaylord, Michigan.

Topp Law is a law firm specializing in oil and gas exploration issues and recommended by counselor Michael McGee of Miller Canfield. In the event Jordan exercises its option, the details of the oil and gas lease will be negotiated by the parties, reviewed by Topp Law and coordination with Miller Canfield, and the proposed lease will be brought to the Board of Commissioners for action at that time.

4. Royalty Percentage: Royalty percentage is proposed to be 25%, in monthly payments, proportional to leased acreage in the unit. This has been HCMA's standard royalty since 1993. By comparison, a typical royalty is 1/8 to 3/16. The State of Michigan requires 1/6 on its oil and gas leases. A 25% royalty is rare.
5. Limited Development Lease: Jordan will have limited access for well development , and mutual consent will be required for actual wellhead location. HCMA will restrict wellhead locations to only those non-environmentally sensitive locations within Indian Springs.
6. No Oil and Gas Production Facilities: Jordan will have no right to locate any production facilities required on HCMA land.

HCMA has authorized seismic testing on Metropark lands numerous times in the past, most notably in Stony Creek, Indian Springs and Kensington Metroparks. Further, in 1992, 1993, 1994, 2000 and 2001, HCMA approved oil and gas leases with the firm of West Bay Exploration Company of Traverse City, Michigan covering a total of 1,056 acres in Kensington Metropark. West Bay has developed five wells, four located within Kensington and one outside of the park. Additionally, the firm of Wellmaster of Rothbury, Michigan, owns a 40-acre lease in Kensington Metropark, which will be redeveloped in the near future.

In accordance with the Board of Commissioner's Resolution of February 10, 1994, oil and gas royalties and related revenues are deposited in the Authority's Supplemental Major Maintenance (SMM) Fund. The SMM Fund is dedicated for major maintenance, repair and reconstruction of essential park infrastructure, for projects whose combined total estimated cost exceeds \$200,000. These are projects that would otherwise be difficult to fund through the Authority's general fund without significantly impacting other areas of the Budget. HCMA's oil and gas leases, and the SMM Fund they support, have produced approximately \$13 million in revenues since 1993.

HCMA staff has reviewed the qualification and experience of Jordan Development and their partners, and we believe they are capable of exploring and developing oil and gas resources at Indian Springs Metropark in a manner that is safe, environmentally-responsible, compliant with HCMA's requirements and those of the authorities having jurisdiction, and also in a manner which may maximize HCMA's potential royalty return. Susan Topp of Topp Law, PLC and Michael McGee of Miller-Canfield have reviewed the proposed Seismic Contract, and have coordinated with HCMA staff on the proposal as well.

Recommendation: That the Board of Commissioners approve the attached Seismic Contract and charge a fee of \$1,000 per mile of seismic line tested as recommended by Chief Engineer Arens and staff.

SEISMIC CONTRACT

Effective the _____ day of _____, 2011, Huron-Clinton Metropolitan Authority, a public body corporate under the laws of the State of Michigan, whose offices are located at 13000 High Ridge Drive, Brighton, Michigan, 48114 hereinafter referred to as "Grantor", for and in consideration of the sum of One Thousand Dollars (\$1,000.00) per mile of seismic shot on Grantor's property, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto Jordan Development Company, L.L.C., a Michigan limited liability company, of 1503 Garfield Road North, Traverse City, Michigan 49696, hereinafter referred to as "Grantee", for a period of twelve (12) months from the date hereof, the right, privilege and option to enter upon the land described below and to explore the oil, gas and other associated liquid hydrocarbons thereof by conducting seismic, geophysical or other geoscience operations, methods and means, on a portion of those certain tracts of land situated in the County of Oakland, State of Michigan, described as follows:

All lands owned by Indian Springs Metropark located in Sections 26, 27, 28, 32, 33, 34 and 35 of T4N,R8E AND Sections 2, 3 and 4 of T3N-R8E of Oakland County, MI

See attached Exhibit "1" for location of seismic line(s) to be shot as well as location of Grantor lands

Seismic testing will include methods as are appropriate for the terrain and conditions. These methods may include small explosive charges placed in augured holes along the test line and mini-vibroiseis machine, and other appropriate methods as determined by Grantee.

Grantee's operations shall be conducted in a safe, efficient and environmentally sound manner at all times. Grantee shall provide Grantor 48-hours notice prior to commencing operations.

Grantee shall be responsible for any loss or damage caused by Grantee or its agents, employees and contractors to Grantor's property, shall make good any loss or damage and shall return Grantor's property to its original condition.

Grantee and Grantor and their employees, partners and agents agree to maintain confidentiality of this Seismic Contract and the information obtained as a result of this Seismic Contract and shall not disclose such information without prior written consent of Grantor/Grantee. After Grantee has completed its seismic work on Grantee's land, Grantee shall meet with Grantor to show Grantor the seismic data.

Grantee shall indemnify and hold harmless Grantor, its officers, agents and employees against any and all loss, claim or damage including attorney fees and legal costs attributable to personal injury, bodily injury and /or property damage, and any other liability arising directly or indirectly out of Grantees' activities under this Seismic Contract. Grantee shall provide Grantor certificates of insurance in coverage and amounts as are acceptable to Grantor.

The Exhibit "1" lands containing 2,500 acres, more or less, shall hereinafter be referred to as "Said Lands". Furthermore, Grantor grants Grantee the exclusive option and right for a period of 12 months from the date of this agreement to enter into an Oil and Gas Lease with Grantor on Said Lands. If so exercised by Grantee, Grantor, within 60 days, will execute an Oil and Gas Lease based on the following terms and conditions:

- 1) Bonus payment of \$150.00 per net mineral acre on acreage elected by Grantee
- 2) 2 year primary term
- 3) Form of Oil and Gas Lease will be similar to what has been recently entered into by Grantor
- 4) 25% royalty
- 5) Grantee will have very limited well development with a mutual consent to location clause
- 6) Grantee will not have a right to locate a Production Facility on Grantor lands

If Grantee fails to give written notice of Grantee's election to enter into the Oil and Gas Lease prior to the expiration of the twelve (12) month option period, it shall be deemed that Grantee has elected not to purchase the Oil and Gas Lease and this option shall automatically expire.

This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns; however, no change in the ownership of the lands or any part thereof, shall be binding on Grantee until forty-five (45) days after Grantee has received written notice of such change and has been furnished with a true copy of the written transfer or assignment thereof. This instrument is executed effective the date written above.

Executed as of the day and year first above written.

WITNESSES:

LESSOR: HURON-CLINTON METROPOLITAN AUTHORITY

By:

Anthony V. Marrocco, Chairman

By:

John C. Hertel, Secretary

WITNESSES:

LESSEE: JORDAN DEVELOPMENT COMPANY, LLC

By:

Benjamin S. Brower, Vice President

STATE OF MICHIGAN)
) ss. (Individual Acknowledgment)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011,
by _____, of the Huron-Clinton
Metropolitan Authority, a public body corporate of the State of Michigan, on behalf of the
corporation.

Notary Public

County, Michigan
My Commission Expires _____

STATE OF _____)
) ss. (Individual Acknowledgment)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011,
by Benjamin S. Brower, Vice President of Jordan Development Company, LLC, a limited
liability company of Michigan.

Notary Public

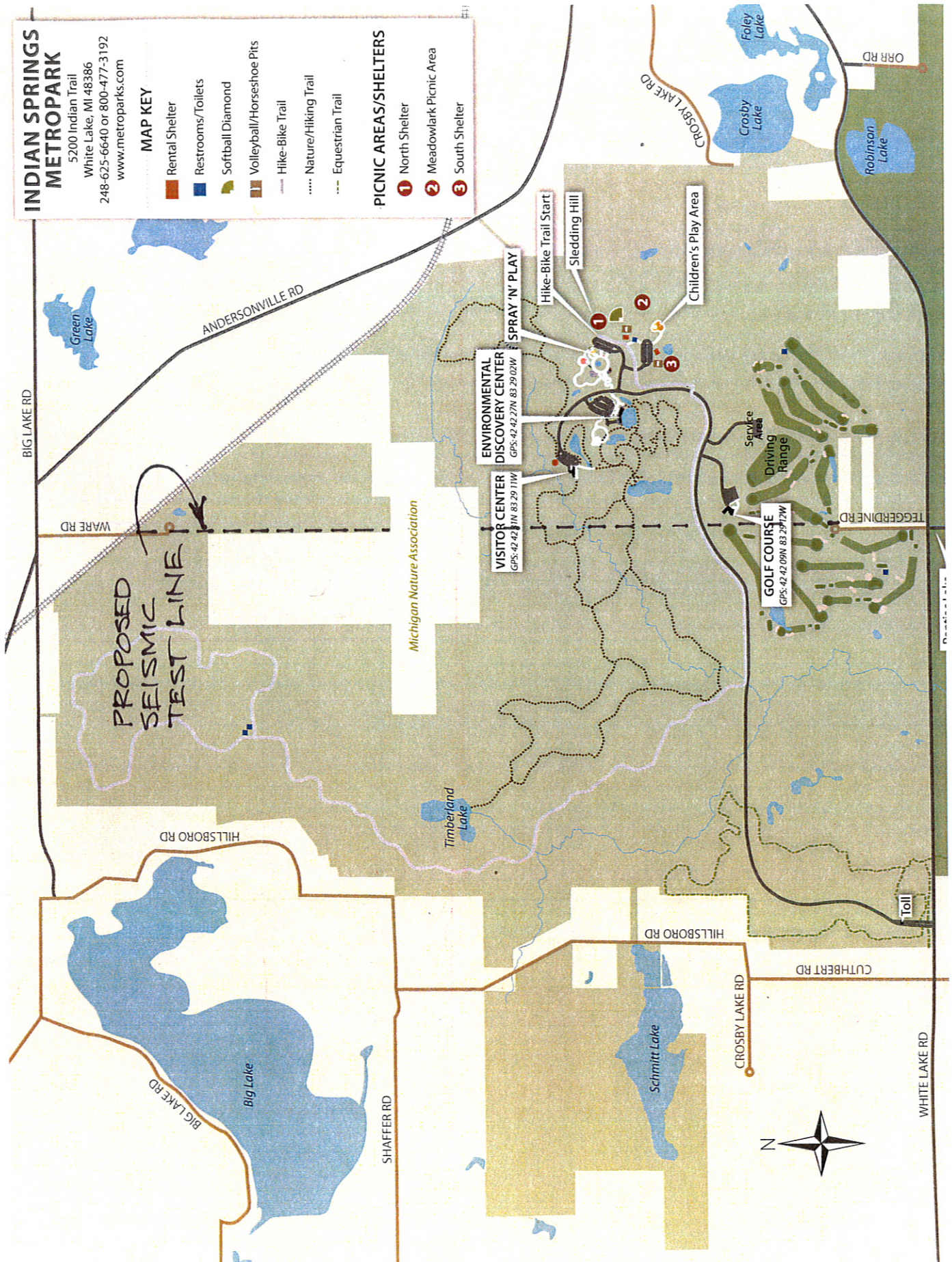
County, Michigan
My Commission Expires _____

Prepared by: B. S. Brower of 1503 Garfield Road North, Traverse City, MI 49696

After recording return to: Jordan Development Company, LLC
1503 Garfield Road North
Traverse City, MI 49696

EXHIBIT 1 SEISMIC LINE LOCATION

6-D-2-b





HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Michael Arens, Chief Engineer
 Project No: 2-504-11L
 Project Title: Wastewater System Improvements, Wastewater Plant Decommissioning
 Project Type: Supplemental Major Maintenance
 Location: Kensington Metropark, Oakland County
 Date: September 1, 2011

Bids Opened: Thursday, Aug. 15, 2011 at 2:00 pm

Scope of Work: Provide improvements to the sanitary sewer system serving Kensington Metropark, including upgrades of two pump stations and portions of existing sewer main; construction of new equalization basin at the East Boat Launch pump station; replacement of the 2,200-foot long force main under Kent Lake; construction of a new 9,400-foot long, 6-inch diameter HDPE force main connection to the Milford Township Sewer Interceptor; and demolition and decommissioning of the existing wastewater treatment plant (WWTP).

The Maple Beach and East Boat Launch pump stations were constructed in 1953. They are aged, deteriorated, and system failures have the potential to result in sewage overflows; their mechanical and electrical systems are in need of major repairs and upgrades. The existing 6-inch-diameter cast iron force main under Kent Lake is almost 60-years-old and requires replacement due to its age, deterioration and potential for breakage. The existing WWTP is obsolete and cannot be brought into compliance with discharge limits expected to be imposed by the Michigan Department of Environmental Quality in a future re-issuance of the groundwater discharge permit. Connection into the Milford Township System is the most economical means of sanitary sewer treatment available, and a force main extending from the East Boat Launch, along the I-96 right-of-way to the westerly terminus of the Milford System is necessary to make this connection.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
1. Midwest Power Systems, Inc.	Milford	\$1,361,870.00
2. Reliance Building Company	Novi	\$2,004,450.00
3. Zito Construction	Grand Blanc	\$2,190,475.00
4. A.Z. Shmina, Inc.	Brighton	\$2,687,850.00
5. D.V.M. Utilities, Inc.	Sterling Heights	\$2,997,131.25
6. O'Laughlin Construction Company	Brighton	\$3,162,975.00

Note: Staff has determined that the low bid submitted by Midwest Power Systems, Inc. is non-responsive and is recommended to be rejected. Midwest's bid form stated a bottom-line, total bid amount of \$1,973,714.00. However, this was a itemized unit-price bid (there were 33 items in total), and Midwest's itemized unit prices, when multiplied against estimated quantities and summed to a grand total bid amount, is calculated at \$1,361,870.00 as reported above. Midwest omitted significant amounts from the individual unit prices as stated in their bid.

The unit price bid amounts are material components of the bid and are not mere formalities that can be waived or amended after bid opening, in order to match the bidders intended grand total bid amount. Since the sum of the unit prices does not equal the bidder's stated total bid by a significant amount, Staff believes the bid is substantially in error and is thus non-responsive.

Engineer's Estimate of Probable Cost	\$2,262,000.00
Proposed Work Order Amount	
Contract Amount – Reliance Building Company (Rounded)	\$2,005,000.00
Contract Administration	<u>\$ 95,000.00</u>
Total Proposed Work Order Amount	\$2,100,000.00

As reported to the Board of Commissioners on July 14, 2011 and previously, this project is the culmination of a multi-year effort to eliminate the WWTP and connect into the Milford Township System. Additional costs of connection to the Milford System include Special Assessment and Connection Fee, as follows:

<u>Item</u>	<u>Cost</u>
Special Assessment (actual paid in 2004, based on 65 REUs at \$3,032.63 per REU, as per 09/27/04 SA Agreement)	\$ 197,121
Connection Fee (based on 65 REUs at \$3,850 per REU, to be paid at time of connection)	<u>\$ 250,250</u>
Total Special Assessment and Connection Costs	\$ 447,371

Staff's recommendation to pay the \$250,250 Connection Fee is included in the following Agenda Item.

As a key component of major park infrastructure having total repair/ replacement cost in excess of \$200,000, funding of this project is recommended through the Authority's Supplemental Major Maintenance Fund, in accordance with the Board of Commissioner's Resolution of February 10, 1994.

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

Utility Services Authority	Belleville	Kennedy Industries, Inc.	Milford
Knight Construction Co.	Troy	ISCO Industries	Orchard Lk
McSweeney Electric	Wixom	Aggressive Systems, Inc.	Farm. Hills
GenPower Products, Inc.	Wixom	Pamar Enterprises	New Haven
Air Design, Inc.	Southfield	CSM Mechanical, LLC	Fenton
O'Connor Electric	S. Lyon	VanLaan Concrete Const.	Dutton
Etna Supply	Milford	Miller Communications	Clio
Process Piping & Equip.	Milford	Z Contractors, Inc.	Shelby Twp
Lawrence M. Clarke, Inc.	Belleville	Ground Effects Dir. Drilling	Saginaw

Recommendation: That the Board of Commissioners reject the bid by Midwest Power Systems, Inc.; that it award Contract No. 2-504-11L to the lowest responsive, responsible bidder, Reliance Building Company in the amount of \$2,004,450.00, and that funding for the project be made through the Supplemental Major Maintenance Reserve Fund as recommended by Chief Engineer Arens and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Michael Arens, Chief Engineer
 Project Title: Connection Fee – Milford Township Sanitary Sewer System
 Project Type: Supplemental Major Maintenance
 Location: Kensington Metropark, Oakland County
 Date: September 1, 2011

As reported in the previous Agenda Item regarding the Kensington Wastewater System Improvements, in order to connect the Kensington Wastewater System into the Milford Township Sanitary Sewer System, a connection fee must be paid to Milford Township. The connection fee is calculated at \$250,250, as stated in the attached letter from Milford Township. The fee is based on 65 residential equivalency units (REUs) multiplied by Milford Township's current per-REU connection fee of \$3,850. The original authorization for HCMA to connect into Milford Township's Sanitary Sewer System is contained in Sept. 27, 2004 Special Assessment Agreement between HCMA and Milford Township.

As reported to the Board of Commissioners in the previous Agenda Item and in the past, this project is the culmination of a multi-year effort to eliminate the Kensington Metropark WWTP and connect into the Milford Township System. The total cost of connection to the Milford System include Special Assessment and Connection Fee, as follows:

<u>Item</u>	<u>Cost</u>
Special Assessment (actual paid in 2004, based on 65 REUs at \$3,032.63 per REU, as per 09/27/04 SA Agreement)	\$ 197,121
Connection Fee (based on 65 REUs at \$3,850 per REU, to be paid prior to connection – this request)	<u>\$ 250,250</u>
Total Special Assessment and Connection Costs	\$ 447,371

As a key component of major park infrastructure having total repair/ replacement cost in excess of \$200,000, funding of this connection fee is recommended through the Authority's Supplemental Major Maintenance Fund, in accordance with the Board of Commissioner's Resolution of Feb. 10, 1994.

Recommendation: That the Board of Commissioners authorize payment of the \$250,250 connection fee to Milford Township, and that funding for the connection fee be made through the Supplemental Major Maintenance Reserve Fund, as recommended by Chief Engineer Arens and staff.



CHARTER TOWNSHIP OF MILFORD

Oakland County

August 29, 2011

Michael Arens
1300 High Ridge Rd
PO Box 2001
Brighton, MI 48116-8001

RE: Sewer tie in

Dear Michael,

The Township of Milford is ready to accommodate Kensington Metropark's wastewater discharge on the west side of Milford Rd. As the Kensington Metropark allocation was 65 Residential Equivalency Units (REUs) and the present cost of the tie in is \$3,850.00 per REU, the total cost for this would be \$250,250.

\$3,850.00	per REU
<u> X </u>	<u>REUs</u>
\$250,250.00	Total

Tie in will be allowed upon payment in full.

Please feel free to contact our office if you have any questions or concerns.

Sincerely,


Donald D Green
Supervisor

Donald D. Green, Supervisor
Holly Brandt, Clerk
Cynthia Dagenhardt, Treasurer

Randal K. Busick, Trustee
Brien R. Worrell, Trustee
William E. Mazzara, Trustee
Dale R. Wiltse, Trustee



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Michael Arens, Chief Engineer
 Subject: Report – Canoe/Kayak Access Drive and Ramp, Seabees Innovative Readiness Training Project
 Location: Oakwoods Metropark, Wayne County
 Date: September 1, 2011

The HCMA and the U.S. Navy Seabees (Naval Mobile Construction Battalion 26, Selfridge ANG) have been cooperating on the development of a Canoe/Kayak Access Site and Drive at Oakwoods Metropark in 2011. This cooperative project was initiated by Community Relations Administrator Jack Liang and has been designed by HCMA Planning and Engineering staff.

The project includes the construction of an aggregate-surfaced access drive, approximately 900-feet in length, a parking area, and a canoe/kayak access ramp to the Huron River. The project is required to support the growing demand for canoe and kayak access along the lower reaches of the Huron River.

The HCMA will provide all construction material necessary for the project, including an estimated 900 tons of aggregate material. A total of \$24,000 is included in HCMA's 2011 Capital Improvement Budget toward material purchases for the project. However, no individual material purchase will exceed the Director's \$10,000 authorization limit. The Seabees will provide all labor, equipment, transportation and supplies to construct the project. While the Seabees will be responsible to manage construction activities, general oversight and quality assurance will be provided by HCMA Engineering staff. If the project were to be performed entirely by contract, including all labor, material and equipment necessary, its total cost would be estimated at \$45,000.

The Seabees is authorized to provide construction services through the U.S. Office of Assistant Secretary of Defense, Reserve Affairs (OASD/RA) as an OASD/RA Innovative Readiness Training (IRT) project. HCMA has submitted all necessary documentation to OASD/RA to implement the project, and project authorization is forthcoming in the near future from OASD/RA. Construction is scheduled for Oct. 2011, therefore all necessary authorizations must be in place and all materials purchased and delivered prior to that time.

Staff believes that this project represents a valuable partnership between HCMA, the Seabees and its Michigan-based armed forces reserve personnel. It will result in a savings to HCMA in excess of \$20,000, it will provide a valuable construction training exercise for the U.S. Navy Seabees, and it will provide a much-needed recreational asset in Oakwoods Metropark.

Recommendation: That the Board of Commissioners authorize the Director to execute the necessary agreements to implement the project with the U.S. Navy Seabees as recommended by Chief Engineer Arens and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

6 - G - 1

Meeting of September 8, 2011

To: Board of Commissioners
From: Paul Muelle, Chief of Natural Resources
Subject: Report - Successful Grant Partnerships
Date: September 1, 2011

Lake Erie Metropark

The U.S. EPA, through the Great Lakes Restoration Initiative (GLRI), has awarded The Nature Conservancy (Michigan) a grant totaling \$548,463 to support the Detroit River-Western Lake Erie Cooperative Weed Management Area (CWMA) and Phragmites Control project.

This is a regional effort by multiple agencies including The Nature Conservancy (Michigan), Huron-Clinton Metroparks, Michigan DNR, Ducks Unlimited, Eastern Michigan University and Detroit River International Wildlife Refuge, to control invasive *Phragmites australis* on approximately 1,200 acres of coastal wetlands within the western Lake Erie basin, from the Detroit River to northern Maumee Bay. This project will leverage resources from a number of vested partners who similarly require eradication of phragmites to reclaim lost public use and habitat value. A large-scale, cooperative, and sustained approach to phragmites treatment in this region will add wetland resources where millions of people live and bring back whole plant and animal communities and functioning wetlands once again.

The Nature Conservancy (Michigan) will be the primary administrators of this plan. As a member of the Detroit River-Western Lake Erie CWMA, the Huron-Clinton Metroparks will have the opportunity to treat 400 acres of phragmites infested coastal wetlands at Lake Erie Metropark, project planning will begin this fall with restoration work anticipated to begin the summer of 2012.

Lake Erie, Oakwoods, Willow Metroparks

The National Fish and Wildlife Foundation approved a grant to The Nature Conservancy (Ohio) for \$869,188.65 to support the Oak Openings Interagency Restoration Team project. The Team consisting of The Nature Conservancy (Ohio), The Stewardship Network, Toledo Metroparks, Huron-Clinton Metroparks, and Oak Openings Region Conservancy will conduct ecological restoration treatments (invasive species removal, savanna thinning, burning, prairie planting) of the highest priority wet prairie, oak savanna, oak barrens and flatwoods habitats within the Oak Openings region which stretches from north central Ohio to southeast Michigan at the Lake Erie shoreline. These services will be conducted on both public and private lands at no cost to the land owner. As part of the Interagency Team, Lake Erie, Oakwoods, and Willow Metroparks are eligible for project funding.

Project planning will begin this fall with restoration work anticipated to begin the spring of 2012. The extent of the work to be conducted within the Metroparks will be determined through the planning process

Recommendation: That the Board of Commissioners receive and file the Successful Grant Partnerships report as recommended by Chief of Natural Resources Paul Muelle and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

6 - H - 1

Meeting of September 8, 2011

To: Board of Commissioners
From: David C. Moilanen, Director
Subject: Strategic Plan Review – Goals 6-8
Date: September 1, 2011

At the Aug. 30, 2011, Board work session meeting, commissioners and staff discussed the action items developed for goals one through five of the Metroparks strategic plan. Because the action items for goals six through eight were not discussed, the Board recommended taking up discussion of those items at the Sept. 8, 2011, Commission meeting.

A copy of the strategic plan and a copy of the timeline for implementing the action items and tasks of the plan are attached.

Attachment: **Strategic Plan Timeline**
 Strategic Plan

Recommendation: That the Board of Commissioners discuss and provide staff with input on the action items for goals six-eight of the Metroparks strategic plan, as recommended by Director Moilanen and staff.

**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners
From: David C. Moilanen, Director
Subject: Golf Course Maintenance Request for Proposals (RFP)
Date: September 1, 2011

Pursuant to the Board's motion made at the March 2011 Commission meeting, staff has prepared a request for proposals (RFP) for the purpose of maintaining the Kensington Metropark Golf Course for a pilot three-year contract period beginning with the 2012 golf season. Based on suggestions made at the March meeting about the original proposal, the format of the current proposal has been changed to be more concise and clear. At the same time, staff has identified current Metropark golf turf cultural practices and tried to explicitly describe the extent and quality of services that we would expect a private contractor to adhere to in maintaining the course.

In developing this document, staff has reviewed several golf maintenance and operational requests for proposals developed by other agencies. Because this is the first time a RFP has been prepared for contracting the maintenance of a Metroparks golf course, staff is looking for guidance from the Commission on the document's content, requirements and design before the RFP is finalized and distributed.

The expected time frame for this proposal process is:

- RFP reviewed by commissioners: September
- Final RFP presented to and approved by Board: October 13, 2011 Board meeting
- RFP posted on MITN, and advertised in Crain's Detroit Business: mid October
- Proposals due: mid November
- Proposals reviewed by staff: mid November-December
- Recommendation on proposals presented to Board: January, 2012 Commission meeting
- If a contract is awarded, effective start date is: March 1, 2012

Recommendation: That the Board of Commissioners review this request for proposals document for the maintenance of the Kensington Metropark Golf Course by a private contractor and provide input to staff on suggested edits to the document before the Oct. 13 Board meeting, as recommended by Director Moilanen and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

REQUEST FOR QUALIFICATIONS/ REQUEST FOR PROPOSAL

RFP#: RFP-01-2012

TITLE: Golf Course Maintenance Services

ISSUE DATE: _____

PROPOSAL DUE DATE: AT 2:00 P.M. (local time)
LOCATION: Huron-Clinton Metropolitan Authority
 Purchasing Department
 13000 High Ridge Drive
 Brighton, Michigan 48114
 (810) 227-2757

DESCRIPTION: The Huron-Clinton Metroparks is soliciting proposals from experienced and qualified firms to provide maintenance services for the Metroparks' Kensington Golf Course. The following framework and scope are provided only to describe the extent to which the Metroparks currently maintains golf course maintenance. Firms may continue the same pattern, or adopt different methods to achieve the same results. The Metroparks expects the same level of maintenance, and appearance of Kensington Golf Course as currently achieved by Metroparks forces throughout the life of the contract. This contract will be cost (to HCMA) and performance (of Contractor) based.

A copy of the complete RFQ/RFP document may be obtained by subscribing to www.MITN.info, whereby notification of any addendums may be received. Copies may also be obtained from the Purchasing Department, 13000 High Ridge Drive, Brighton, Michigan 48114, and (810) 227-2757. The Purchasing Department is not responsible for forwarding addendums to prospective Bidders. It shall be the Bidder's responsibility to make inquiry as to changes or addenda issued.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL DOCUMENT.

Proposals must be in the actual possession of the Purchasing Department at the location indicated, on or prior to the exact time and date indicated above in the manner as stated. Proposals received by the correct time and date shall be publicly acknowledged. Late bids shall not be considered.

CONTACT - If further information regarding this proposal is required, please contact the Purchasing Department designated representative, Ron Smith, at 810-494-6040 (Direct) or 800-227-2757 ext. 6040

AWARD OF CONTRACT - The evaluation and award of this proposal shall be a combination of factors. The intent is to award the contract to one Bidder. The Huron-Clinton Metroparks reserves the right to award to the Bidder providing the best value proposal, in whatever manner is deemed to be in the Metroparks's best interest; to award the proposal to the most effective total package which matches the Metroparks's needs; to reject a proposal which contains major deviations from specifications; to accept a proposal which has only minor deviations from specifications. In addition, the Metroparks reserves the right to continue the management of golf course maintenance with Metroparks forces and not award a contract, if determined to be in the Metroparks's best interest.

 Scott W. Michael, Purchasing Manager

THIS PROPOSAL IS OFFERED BY: _____

1. **CHANGES AND ADDENDA TO BID DOCUMENTS:** Each change or addendum issued in relation to this bid document will be available at www.MITN.info and on file in the Office of the Purchasing Department. It shall be the Bidder's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the Contract and all Bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Purchasing Department.
2. **SPECIFICATIONS:** Unless otherwise stated by the Bidder, the proposal will be considered as being in accordance with the Metroparks applicable standard specifications, and any special specifications outlined in the Bid document. However, the Bidder, if awarded a Contract, will be required to furnish the particular item or service referred to in the specifications or description unless departure or substitution is clearly noted and described in the proposal. The Metroparks reserves the right to determine if the equipment/product or service being proposed is an acceptable alternate. All goods shall be new unless otherwise so stated in the proposal. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this proposal, may be considered non-responsive. The Metroparks reserves the right to disregard any conflicting terms and conditions submitted by the Bidder and hold the Bidder to the submitted proposal price. The Metroparks strongly discourages the submittal of anything that is not specifically requested in this solicitation.
1. **CURRENCY:** Prices calculated by the Bidder shall be stated in U.S. dollars.
3. **PRICING:** Prices shall be stated in units of quantity specified in the RFP Document. In case of discrepancy in computing the amount of the proposal, the unit price will govern.
4. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, Bidder certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. The Bidder hereby certifies that the individual signing the proposal is an authorized agent for the Bidder and has the authority to bind the Bidder to the Contract.
 - D. The Bidder hereby certifies that the firm will abide by the COPELAND ANTI-KICKBACK ACT, Title 18, U.S.C. June 25, 1948, Section 874, Kickbacks from Public Employees.
5. **DEFINITIONS:**
 - A. "Metroparks" - The Huron-Clinton Metropolitan Authority.
 - B. "Metropark Unit" - The department of the Metroparks that intends to use the resulting Contract.
 - C. "Bidder" - The Bidder whose proposal is accepted by the Metroparks.
6. **MATERIALS AND WORKMANSHIP:** Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose. Whenever an article, material or equipment is specified by name, a substitute of equal qualifications may be used upon the written approval of the Huron-Clinton Metropolitan Authority (Metroparks).
7. **NON-DISCRIMINATION CLAUSE:** The Bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such Contract, with respect to hire, tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as material breach of the Contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and the Michigan Elliott Larson Civil Rights Act." The Bidder further agrees to require similar provisions from any sub Bidders, or suppliers.
8. **INDEMNIFICATION:** The Bidder shall protect, defend, and save the Metroparks, its officials, employees, departments and agents harmless against any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or Contract; and from suits or a charge of every nature and description brought against it for, or on

account of, any injuries or damages received or sustained by the party or parties by or from any of the acts of the Bidder, their employees, or agents; from all liability claims, demands, judgments and expenses to the persons or property occasioned, wholly, or in part, by the acts or omissions of the Bidder, agents or employees.

9. **CONTRACT:** The Contract shall contain the entire agreement between the Metroparks and the Bidder relating to this requirement and shall prevail over any and all previous contracts, proposals, negotiations, or master agreements in any form. By signing the Offer to Contract, it is understood and agreed to that the Request for Proposal (RFP) in its entirety and all enclosed forms are fully incorporated herein as a material and necessary part of the Contract. In case of conflicts, the following order shall prevail: 1) Addendum, 2) Specifications, 3) Special Terms and Conditions 4) General Terms and Conditions, 5) Instructions to Bidders, 6) Insurance forms.
10. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
11. **RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Bidder is advised that taxes or social security payments shall not be withheld from a Metroparks payment issued hereunder and that the Bidder should make arrangements to directly pay such expenses, if any.
12. **RIGHTS AND REMEDIES:** No provision in this document or in the Bidder's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of Contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
13. **ADVERTISING:** Bidder shall not advertise, issue a press release or otherwise publish information concerning this RFP or Contract without prior written consent of the Metroparks. The Metroparks shall not unreasonably withhold permission.
14. **APPLICABLE REGULATIONS/POLICIES:** The rules and regulations and policies of the Metroparks and local ordinances shall apply. It shall be the responsibility of the Bidder to be familiar and comply with said regulations/policies.
15. **ROYALTIES, PATENTS, COPYRIGHTS, NOTICES AND FEES:** The Bidder shall give all notices and pay all royalties and fees. The Bidder shall defend all suits or claims for infringement of any patent rights and shall save the Metroparks harmless from loss on account thereof. He shall comply with all laws, ordinances and codes applicable to any portion of the work.

All services, information, computer program elements, reports, and other deliverables which are created under this Agreement shall be the property of the Metroparks and shall not be used by the Bidder or any other person except with the prior written permission of the Metroparks. The Metroparks shall hold the copyright to any copyrightable material. Patents for any item created under this Contract shall be assigned to the Metroparks.

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ATTACHMENTS

Attachment 1: Sample Certificate of Insurance

Attachment 2: Map of Golf Course

Attachment 3: Kensington Metropark Golf Course Maintenance Program

Attachment 4: Qualifications: Form A - Vendor Questionnaire

Attachment 5: Proposal: Form B - Price Proposal

PART 1 - QUALIFICATIONS and PROPOSAL CONTENT

- 1.01 GENERAL - The Huron-Clinton Metropolitan Authority (Metroparks) is requesting that all Bidders complete the attached Request for Qualifications (RFQ) and Request for Proposal (RFP) documents, including Attachment 4: Qualification: Form A - Vendor Questionnaire and Attachment 5: Proposal: Form B - Price Proposal for golf course maintenance services. Bidders must pass the RFQ phase of the process in order to have their proposal considered. Please read the entire RFP documents for a detailed description of the Scope of Services.
- 1.02 DEFAULT/TERMINATION - If, in the reasonable discretion of the Metroparks, the Contractor has abandoned the maintenance of the golf course and related areas, is willfully violating any of the terms of the Agreement, is carrying out any term of the Agreement in bad faith, or has committed what is defined as a material breach, the Metroparks may provide written notice of default to the Contractor. The Contractor will have a period of thirty (30) days from the date of that notice to cure the default. If the Contractor fails to cure the default to the Metroparks's reasonable satisfaction within that period of time, the Metroparks may terminate the Agreement, and upon termination, the Contractor's right to maintain the golf course and use the facilities shall cease.
- 1.03 WORKMANSHIP - Failure to conform to standards specified by the Metroparks shall be considered a breach of the Agreement. The Contractor shall designate a supervisor who shall be available at all times to accommodate the Metroparks. The supervisor shall have the power to initiate immediate action to resolve disputes and/or complaints. Condition of the course, performance of the Agreement and complaints are to be used as measures in evaluating performance.
- 1.04 REFUSE - Waste shall be disposed of as required by all applicable federal, state, local laws and regulations.
- 1.05 ASSIGNMENTS/SUBLEASE - The Contractor shall not assign the Agreement in whole or in part without the prior written approval of the Metroparks.
- 1.06 QUALIFICATIONS OF BIDDER
- A. REFERENCES - The Bidder is required to have verifiable positive references, which may include but are not limited to ability, performance of previous contracts and services, integrity, character, reputation, judgment, experience, efficiency, delivery, and professionalism of service. . References of successful experience in municipal golf course maintenance of a similar scope are required.
- B. QUALIFICATIONS OF FIRM TO PERFORM PROJECT AS SPECIFIED - Each Bidder shall submit a list of personnel, including course maintenance superintendent to be assigned to the account including resumes, experience and responsibilities. Bidders must include joint venture and/or subcontractor information including a list of the team members that may partner/participate with the Bidder.
- EXPERIENCE - The Bidder shall represent an existing and established business with a minimum of three (3) years experience maintaining a municipal golf course per these specifications
- Bidders shall describe capabilities specific to the scope of services as specified including the following items:
1. The desire of the Metroparks to have its municipal golf course maintained in a top quality manner.
 2. Experience and qualifications of proposed personnel.
 3. Qualifications of the Bidder specific to its ability to maintain the golf course and provide services based on previous experience, capability, technical resources and financial strength.

4. Performance of golf courses currently maintained by the Bidder. Visits to sites and/or contact with facilities/municipalities presently being serviced will be made by the Metroparks if thought to be necessary to complete the evaluation.

C. OPERATION PLAN AND METHODOLOGY PROPOSED

1. Bidders shall provide a maintenance plan and methodology that outlines how the Bidder intends to provide top quality maintenance services on the Metropark golf course. Bidders must include their methodology to deal appropriately with the transition from Metropark operations to Contractor operations.
2. Grounds maintenance – Describe the Bidder's approach to turf management, specifically maintenance of golf course greens, tees, fairways, roughs, and sand bunkers.

1.07 RESPONSE TO ATTACHED QUESTIONNAIRE - The Bidder shall provide detailed responses to questions in the enclosed vendor questionnaire, see Attachment 4.

1.08 FINANCIAL INFORMATION - The Metroparks reserves the right to require a Bidder to show to the complete satisfaction of Metroparks staff that it has the necessary facilities, abilities, and financial resources to provide the services specified herein. The Bidder may also be required to give a past history in order to satisfy the Metroparks in regard to the Bidder's qualifications. The Metroparks may make a reasonable investigation deemed necessary and proper to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Metroparks all information for this purpose that may be requested.

1.09 RESPONSES TO QUESTIONS - A Bidder may submit questions via MITN site response form in order to clarify any matters relating to this RFP. All questions and comments will be addressed to the designated Metroparks representative specified in this document (See front page). The Bidder's question(s) and the Metroparks's answer(s) will become part of the public record and will be shared with all other Bidders to whom the RFQ/RFP has been provided. Questions will only be accepted until five (5) business days prior to opening the proposals.

PART 2 - INSTRUCTIONS TO BIDDERS

2.01 PROPOSAL SUBMISSION HARD COPY:

- A. Sealed Proposals must be submitted in complete original form by mail or messenger to the following address:
Huron-Clinton Metropolitan Authority,
Purchasing Department
13000 High Ridge Drive
Brighton, Michigan 48114
- B. Proposals will be accepted at the above address until the date and time specified herein, and immediately after will be publicly opened and read aloud.
- C. Proposals shall be enclosed in a sealed, opaque envelope and plainly marked with the RFP number, due date and the Bidder's name and address.
- D. Proposals received after the time designated for opening of bids will not be accepted and will be returned to the Bidder.
- E. All bids submitted in response to this invitation shall become the property of the Metroparks.

2.02 PREPARATION OF BIDS:

- A. The proposal shall be legibly prepared with ink or typed.
- B. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed by the Bidder with ink.
- C. The proposal shall be signed and Bidder shall include the full name and address of the Bidder. The Metroparks is exempt from Federal Excise and State Sales Taxes, and such taxes shall not be included in bid prices

2.03 SIGNATURES: All bids, notifications, claims and statements must be signed as follows:

All bids, notifications, claims and statements must be signed by an individual authorized to bind the Bidder. Any individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the Bidder.

2.04 GENERAL - The following pages include a questionnaire and proposal pricing section to be completed by each Bidder submitting a proposal. Each item must be completed with a response and numbered as per the questionnaire. Bidders not responding to the questions may be classified as unresponsive. The Bidder must initial any corrections. The questionnaire and proposal are to be completed in legible form, preferably typewritten.

2.05 FORMAT - The response must follow this format. Supplemental information should be provided in additional sections following the same numbering scheme. The response should be concise and complete.

2.06 COPIES - Completed forms may be duplicated as required. Original plus ____ copies of the complete package shall be submitted at the time of proposal submission.

2.07 SUPPLEMENTAL INFORMATION - Any additional written material such as professional records, certifications, etc. which the Bidder may think to be important should be attached and submitted to augment the data included in the questionnaire and proposal. It is not necessary to include expensive custom binders, displays, or other materials unless the Bidder believes such materials are necessary to the proposal. All costs incurred in the preparation and presentation of the proposal shall be wholly borne by the prospective Bidder.

- 2.08 BID DATE - Sealed proposals for KENSINGTON METROPARK GOLF COURSE MAINTENANCE SERVICES will be received by the Metroparks at the Administrative Offices of the Metroparks c/o Purchasing Department, 13000 High Ridge Drive until date local time, after which time they will be publicly opened and names of responding Bidders will be read.
- 2.09 SUBMITTAL REQUIREMENTS:
- A. ALL ENVELOPES MUST BE MARKED WITH THE FOLLOWING INFORMATION:
- The Qualification Proposal shall be in an envelope separate from the Price Proposal and marked "RFQ/RFP- 01-2012, KENSINGTON METROPARK GOLF COURSE MAINTENANCE, Qualification: Form A – Vendor Questionnaire" on the lower left-hand corner.
- The Price Proposal shall be in an envelope separate from the Qualification Proposal and marked "RFQ/RFP- 01-2012, KENSINGTON METROPARK GOLF COURSE MAINTENANCE, Proposal: Form B - Price Proposal" on the lower left-hand corner.
- B. FAXED DOCUMENTS WILL NOT BE ACCEPTED EXCEPT AS NOTED
- Insurance Certificate
- C. REJECTED BIDS - All information requested herein shall be submitted with the Request for Qualifications (RFQ) and Request for Proposal (RFP); failure to do so may result in rejection of the RFQ and/or RFP as non-responsive and/or incomplete.
- D. TAX EXEMPT STATUS – The Metroparks are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The Metroparks will furnish the successful Bidder with tax exemption certificates when requested.
- E. CONTACT - If further information regarding this proposal is required, please contact the Purchasing Department designated representative, Ron Smith, at 810-494-6040 (Direct) or 800-227-2757 ext. 6040 (Operator).
- F. AUTHORIZED VERSION - BIDDER CHANGES OR ALTERATIONS TO RFP DOCUMENTS INCLUDING SPECIFICATIONS MAY RESULT IN A RFP BEING CONSIDERED NON-RESPONSIVE. Any Bidder who submits a proposal and later claims it had no knowledge of any changes, modifications or additions made by the Metroparks to the Authorized Version of the RFP document, shall be bound by the proposal, including any changes, modifications or additions to the Authorized Version. The Metroparks may pursue costs and expenses to re-bid the Contract. The Authorized Version of the RFP document shall be that document appearing on the MITN System with any amendments and updates.
- G. WAIVERS - To the extent permitted by law, the Metroparks and the successful Bidder waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, and the architect, architect's consultants, separate contractors, if any, and any of their subcontracts, subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement or other property insurance applicable to the work. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged for this contract.

PART 3 - CRITERIA FOR SELECTION

- 3.01 REVIEW CRITERIA - The Metroparks review committee will analyze the proposals. The Metroparks reserves the right to award a Contract to the Bidder considered the most qualified based upon a combination of factors including but not limited to the following:
- A. Compliance with qualifications criteria
 - B. Completeness of the proposal
 - C. Cost
 - D. Financial strength and capacity of the Bidder
 - E. Other factors which may be deemed to be in the Metroparks' best interest
 - F. Evaluation process
- 3.02 MINIMUM QUALIFICATIONS EVALUATION - Bidders shall meet minimum established criteria in order to go to the second phase of the process.
- 3.03 EVALUATION OF PROPOSALS - Each Committee member will independently use a weighted score sheet to evaluate the proposals and each will calculate a weighted score. The average of all scores awarded by individual Committee members will serve as the final rating members for each Bidder for this phase of the process.
- 3.04 INTERVIEW SCORE - The Metroparks will invite, at a minimum, the top three (3) rated Bidders to participate in an interview. If less than three (3) candidates remain in the process, all will be interviewed. Each Committee member will independently use a weighted score sheet to evaluate the interview; each Committee member will calculate a weighted score. The average of all scores awarded by individual Committee members will serve as the final rating for each Bidder for this phase of the process. Firms selected for interviews may be supplied with further instructions and requests prior to the interview. Persons representing the Bidder at the interview must be the personnel who will be assigned to this contract as well as representatives authorized to explain and answer questions related to the proposal.
- 3.05 SITE VISIT – The Metroparks, at their option, may choose to visit a site presently being serviced by the Bidders. The Committee will use a weighted score sheet to evaluate the facilities at the time of the site visit. Each Committee member will calculate a weighted score. The scores of all the Committee members will be averaged into a composite score for each Bidder for this phase of the process.
- 3.06 OTHER (OPTIONAL) - Firms may be awarded "Other" points for items not specified, but for which the evaluation Committee deems as outstanding including, but not limited to, experience maintaining a municipal golf course.
- 3.07 FINAL SCORING AND SELECTION - While the Metroparks will make efforts to award the golf course maintenance contract to the Bidder with the highest score, the Metroparks reserves the right to reject any or all bids, to waive irregularities and/or formalities and to make award in any manner deemed in the best interest of the Authority. Factors impacting the decision are as follows:

SCORE CRITERIA	WEIGHT (%)
1. Price Proposal	40
2. Qualification Proposal	30
3. Interview	20
4. Site Visit / Other	10
TOTAL	100

PART 4 - **INSURANCE**

- 4.01 **INSURANCE REQUIREMENTS** - Insurance requirements shall be in accordance with the attached SAMPLE INSURANCE CERTIFICATE. At time of award, the required Insurance Certificate must be submitted to Mr. David Wahl, Controller, within five (5) days of contract award. The RFP cannot be completely awarded without this Insurance Certificate. The Insurance Certificate may be faxed (810) 227-8610 to the Metroparks offices and is the only document accepted in this format.

In addition, proposals must include a letter or insurance certificate from the proposer's insurance agent or carrier that the insurance to be supplied will meet specifications. See paragraph titled IMPORTANT below.

() We can meet the specified insurance requirements.

() We cannot meet the specified insurance requirements.

- 4.02 **WORKERS COMPENSATION** - A successful Bidder furnishing labor on Metroparks/public premises agrees to have his workers covered by Worker's Compensation, and furnish a certificate of insurance showing coverage for bodily injury and property damage and worker's compensation within five (5) days of a verbal request. The "Company Representative" does warrant that by signing the RFP document, the "additional insured endorsement" will be included in the Insurance Coverage supplied to the Metroparks as part of the specified requirements.

NOTE: Failure on the part of any Bidder to contact his/her insurance carrier to verify that the insurance carried by the Bidder meet Metroparks specifications shall result in this proposal being completed incorrectly.

IMPORTANT: A Bidder must submit with their proposal on the designated opening date and time a letter or insurance certificate from their insurance agent or carrier that the insurance to be supplied will meet specifications. A Bidder will be considered non-qualified if an acceptable letter or certificate is not received with the proposal documents.

- 4.03 **FINAL INSURANCE CERTIFICATE SUBMISSION** - Prior to Board of Commissioners approval of a final agreement, the Bidder will provide a fax notification to submit within five (5) days a fully executed insurance certificate(s) in accordance with specifications. The Bidder will be considered non-responsive and the proposal un-awardable if an acceptable insurance certificate is not received within the specified timeframe.

being duly authorized to
execute contract for

(Print Full Name)

(Company Name)

hereby acknowledges that, once accepted by the Metroparks, the specified insurance certificate for this contract shall remain in full force and effect during the life of the Contract.

Signature of Authorized Representative

FIRM NAME

PART 5 - PROPOSAL TERMS AND CONDITIONS

- 5.01 SITE INSPECTION: Inspection of the buildings, maintenance yard, storage area and pump house must be done by appointment only. Please contact Mr. Ron Smith at 810-494-6040 to schedule.
- 5.02 RETAIN PROPOSALS - The Metroparks reserves the right to retain all proposals submitted and to use any ideas in the proposals regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Bidder of the conditions contained in this RFQ/RFP, unless clearly and specifically noted in the proposal submitted and confirmed between the Huron-Clinton Metroparks and the Bidder selected.
- 5.03 LAWS - All applicable State of Michigan and Federal laws, Metroparks ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the award throughout and incorporated herein by reference.
- 5.04 RIGHT TO REQUEST ADDITIONAL INFORMATION - The Metroparks reserves the right to request any additional information it deems necessary from any Bidder responding to this RFQ/RFP after the documents have been received.
- 5.05 RIGHT TO NEGOTIATE FINAL AGREEMENT - The Huron-Clinton Metroparks reserves the right to negotiate a final written agreement with the recommended Bidder.
- 5.06 CONTRACT DOCUMENT - After the Huron Clinton Metropolitan Authority Board of Commissioners has approved the award, the Metroparks Purchasing Department will notify the successful Bidder. The proposal documents in conjunction with the Agreement form from the Metroparks will create a bilateral contract between the parties, and the successful Bidder shall commit to perform the contract in accordance with specifications.
- 5.07 COMMENCEMENT DATE - The successful Bidder should assume all maintenance within _____ days of award unless otherwise agreed upon.
- () Our firm can meet this commencement schedule
- () Our firm cannot meet this commencement schedule but offers:
- The Huron-Clinton Metroparks is the only party to this contract that may authorize amendment of this schedule.
- 5.08 ORDINANCES AND REGULATIONS - The Operator shall be required to comply with all ordinances, regulations and requirements of the Huron-Clinton Metroparks and all other laws, regulations, etc. pertinent to the construction and maintenance of all buildings and grounds.
- 5.09 PERMITS - The Contractor will be required to obtain all necessary permits, as required, for maintenance work performed at the golf course. Any fees associated with the permits will be the responsibility of the Contractor.
- 5.10 TAXES - The successful Bidder will be responsible for all personal property taxes.
- 5.11 PAYMENT - Amounts quoted shall remain firm for 90 days or contract award, whichever comes first, except the successful Bidder whose return to the Metroparks shall remain the same for the duration of the contract.
- 5.12 EXCEPTIONS - Any exceptions, substitutions, deviations, etc. from Metroparks specifications and this proposal must be stated below including reason(s) for the exception, substitution, and/or deviation. Exceptions to these specifications and Metroparks standard practices as presented in Attachment 3 - Kensington Metropark Golf Course Maintenance Program shall be clearly defined in Attachment 4: Qualification: Form A - Vendor Questionnaire of these documents.

Part 6 - SIGNATURE PAGE

TO THE HURON-CLINTON METROPOLITAN AUTHORITY:

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

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

ACKNOWLEDGEMENT – I/We, _____, certify that I have read the Instructions to Bidders and that the proposal documents contained herein were obtained directly from the Metroparks's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

I/We acknowledge receipt of the following addendum(s): _____, _____, _____, _____.

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

_____			For clarification of this offer, contact:
Company Name			
_____			Name: _____
Address			
_____			Phone: _____
City	State	Zip	
_____			Fax: _____
Tax I.D. No.			

Signature of Person Authorized to Sign			

Printed Name			

Title			

ACCEPTANCE OF OFFER:

The Offer is hereby accepted.

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

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

COUNTERSIGNED:

Director _____ Date _____

PART 7 - PROJECT FRAMEWORK AND SCOPE

7.01 OBJECTIVE - The Huron-Clinton Metroparks is soliciting proposals from experienced and qualified firms to provide maintenance services for the Metroparks's Kensington Golf Course. The following framework and scope are provided only to describe the extent to which the Metroparks currently maintains Kensington Metropark Golf Course. Firms may continue the same pattern, or adopt different methods to achieve the same results. This contract will be cost and performance based and the Metroparks expects the same level of maintenance, and appearance of Kensington Golf Course as currently achieved by Metroparks forces throughout the Contract.

7.02 OVERVIEW

Built in 1961, Kensington Metropark Golf Course is owned and operated by the Huron-Clinton Metropolitan Authority (Metroparks). Kensington is an 18-hole golf course with tree lined fairways set on approximately 200 acres. The golf course measures 6556 yards with a course rating of 71.6 and a slope rating of 117.

The undulating sand-peat based greens are Poa annual/Bentgrass mix totaling 240,000 square feet (sq. ft), including the collars and aprons which are treated identically as the greens. Tees and fairways are Poa Annual/Improved Bluegrass blend. There are typically two sets of Kentucky Bluegrass/Poa annual mix tees per hole totaling 240,000 sq. ft. Fairways total 30 acres. Mowed rough areas are a total of 90 acres. Seasonally mowed rough or natural areas are a total of 60 acres.

The Irrigation System was installed in 2008. All lines are PVC IPS rated at 200 psi with Lasco swing joints. The automatic irrigation system is a Toro Site Pro with a TouchNet Central Controller, dual 850S and 855S heads on greens and 850S on tees and Toro 850S heads on the fairways, all decoder controlled. Also included are two Toro Hand Held Interface Radios. The Contractor shall be responsible for payment of the annual subscription fee for the irrigation control system support network (Toro National Support Network).

Irrigation water is provided from Kent Lake through a Watertronics pump station with Variable Frequency Drive (VFD) pumps and an operator interface programmed with Watervision Pump station Monitoring software installed in 2008. The Watertronics pump station consists of three main irrigation pumps with variable speed motors and one pressure maintenance pump. The system has a design flow of 2,000 GPM @ 120 PSI

7.03 PROJECT DESCRIPTION - The Huron-Clinton Metroparks is interested in proposals that will assume all maintenance services of the golf course including but not necessarily limited to the following:

- A. Maintaining all required licenses and certifications required by State and Federal Laws.
- B. Keeping records of the maintenance of the golf course in such a fashion that the Metroparks can, at any time, audit records to determine that the terms of the contract are being met.
- C. Providing, at its own expense, all mowing and golf maintenance equipment and repair equipment, fuel, and fuel dispensing equipment, necessary to maintain and operate on a day to day basis, including but not limited to, rakes, poles, cups, tee markers, flags, non-fixed yardage markers .
- D. Janitorial services at maintenance building.

7.04 SCOPE OF MAINTENANCE SERVICES

- A. Under this section, the term Contractor refers to the successful Bidder.
- B. It is the intent of these specifications to grant to a single, successful, and qualified Bidder, the right to maintain the grounds at the golf course located at Kensington Metropark, Milford, Michigan.

- C. The successful Bidder should assume all golf course maintenance within the period specified at award of Contract unless otherwise agreed upon.
 - D. Each Bidder will be required to provide a maintenance plan that outlines how the Bidder intends to provide top quality maintenance services of the facilities. The Bidder must include their methodology to deal appropriately with the transition from Metropark operations to contracted operations, the method of staffing the golf course maintenance staff, and agronomic maintenance plan including but not necessarily limited to turf management of golf course greens, tees, fairways, roughs and all other areas described as Kensington Metropark Golf Course and the following:
 - 1. Natural Areas including wetlands and ponds/waterways
 - 2. Irrigation System / Pump house
 - 3. Landscaping
 - 4. Tree Maintenance
 - 5. Misc. Maintenance (fencing, cart paths, etc)
 - 6. Environmental Compliance
 - 7. Record Keeping and Reporting
- 7.05 INSPECTIONS/REVIEW PROCEDURES - For the purpose of inspection, the Metroparks reserves the right to enter upon any part of the premises at any time during the Contract period. Scheduled inspections will be conducted by authorized Metroparks personnel.
- 7.06 PERFORMANCE REVIEW / EVALUATION – ANNUAL/END OF SEASON – An end of the season performance review shall be completed by the Owner upon closing the course.
- 7.07 UTILITIES - All utilities will remain in the name of the Huron-Clinton Metropolitan Metroparks, other than phone service which is to be provided by Contractor, and reimbursement will be included in the monthly fee charged for use of the maintenance building.
- 7.08 REPORTING
- A. The Contractor shall meet with the Metroparks Designated Representative as may be required by either party to review the performance of the Agreement and to discuss matters or problems as determined by either party.
 - B. Monthly written reports shall be submitted to the Metroparks Designated Representative and shall include records and descriptions of all work performed on the golf course for that period.
 - C. The Metroparks may, at their discretion, retain a golf course consultant to evaluate the course.
 - D. Course deficiencies, will be reported in writing to the Contractor by the Metroparks. Contractor must take action to correct the deficiencies within ten (10) days of notification or the Metroparks may take action to correct the deficiencies at the Contractor's expense.
- 7.09 MAINTENANCE AND REPAIRS - The Contractor shall, to the satisfaction of the Metroparks, provide normal and routine maintenance of the golf course and maintenance facility, designed to keep the premises and equipment in a good state of repair, free from hazardous conditions and deterioration, thus providing for the comfort and safety of visitors and patrons. The standard to be used shall be consistent with the current conditions and Municipal Golf Course operations.
- 7.10 TRASH, RUBBISH AND GARBAGE REMOVAL - The Contractor shall provide, at his expense, all garbage, trash and rubbish receptacles within the confines of his area, and shall provide a sufficient number of these receptacles for his own use. Dumping of receptacles and removal of trash, debris, rubbish and garbage shall be the responsibility of the Contractor. The Contractor will provide its own dumpster service for their trash, rubbish, debris, and garbage removal. Waste to be disposed of as required by all applicable federal,

state, local laws and regulations. The Metroparks will be responsible for removing trash from the receptacles at the tees.

- 7.11 EQUIPMENT , FURNITURE AND FIXTURES - The Contractor must provide, install and maintain at his/her own cost and expense, all equipment required to operate and maintain the golf course. The Contractor shall repair and maintain all equipment, furnishings and fixtures during the term of this Agreement at his/her sole cost and expense according to reasonable standards acceptable to the Metroparks. Further, the Contractor will furnish, at its cost and expense, all expendable equipment necessary for the successful maintenance of the course and shall replace at its expense any equipment provided under the Agreement, which has been destroyed or damaged, with like equipment. Contractor will submit to the Metroparks an annual inventory of F/F/E.
- 7.12 CONTRACTOR EQUIPMENT - All equipment shall be kept in a safe and up to original operational standards. All vehicles shall be marked for identifiable purposes with the Contractor's logo. At no time shall equipment be operated in close proximity to the public. All courtesy shall be extended to the public during maintenance operations. The Contractor shall coordinate maintenance operations with the Metroparks to provide a smooth operation of services.
- 7.13 OTHER EQUIPMENT - The successful Bidder will be required to provide, at its expense, such equipment as may be necessary to provide services consistent with the policies established by the Metroparks. Any additional equipment and facilities deemed necessary by the Contractor for the conduct of its operation shall be provided by the Contractor at its expense and shall be subject to approval by the Metroparks.
- 7.14 FACILITIES - Contractor acknowledges it is receiving control of the premises and personal property in good order and sanitary condition. Contractor assumes sole responsibility for maintenance and repair of all buildings in the golf course maintenance yard and other improvements on the premises (with the exception of those items listed under Item 9.14) and the Contractor will maintain the premises in good order and in sanitary and safe condition
- 7.15 PARKING LOTS -
- A. Metroparks Responsibilities:
 - 1. Parking lot infrastructure of public parking lot
 - 2. Snow removal services of public parking lot
 - B. Contractor Responsibilities
 - 1. Maintenance yard parking lot
 - 2. Snow removal of maintenance yard parking lot
- 7.16 GOLF CARTS – USAGE REGULATIONS As agreed on by both parties, carts will not be permitted to operate on the golf courses at such times that golf cart traffic might be injurious to the playing surfaces. Carts shall not be permitted on tees, greens, mounds, or other posted areas. Notice to this effect must be posted in all carts; this is the responsibility of the Metroparks.
- 7.17 ALTERATIONS OF PREMISES - No alterations or additions shall be made to the premises, or any part thereof, without first having obtained the written consent of the Metroparks or its authorized representative. Authorized alterations or additions shall be made at the Contractor's expense and shall become the property of the Huron-Clinton Metroparks at the termination of the Contract.
- 7.18 LIENS - The Contractor shall not have the right to create or permit the creation of any lien(s), which attach to the interest in the premises as a result of any construction of capital improvements, alterations or additions.

- 7.19 COURSE CLOSURE - The Contractor will make every effort to avoid closing portions of the golf course. Closure of the course for any purpose will require the Metroparks' advance written approval, except in those instances when unanticipated emergency improvements must be made immediately in order to protect life or property or if such closure should result from acts of force majeure.
- 7.20 GUARANTEE – The Contractor shall replace at its expense, all turf grasses and plant material which, in the opinion of the Metroparks Designated Representative fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform work specified herein. This shall include but not be limited to turf damage caused by equipment or golf cars, traffic wear areas, and irrigated areas that fail due to faulty irrigation equipment.
- 7.21 LIABILITY FOR DAMAGES – The Contractor shall be responsible for any and all damage occurring within the agreed and defined golf course boundary, resulting from the Contractor's operations under this Contract. This shall include but not be limited to the replacement, at the Contractor's expense, of shrubs, trees, vines, turf, ground cover, or other landscape items that are lost due to negligence in pest and disease control practices; and/or due to improper watering, fertilizing, or lack of proper maintenance and care. Except as otherwise required by law or this Agreement, lost plant material shall be replaced by comparable sized plants and of the same species and horticultural variety as the shrub or tree being replaced unless otherwise agreed by both parties.
- 7.22 EMERGENCY SERVICES – The Contractor shall provide the Metroparks with the names and contact information of at least two (2) qualified persons who can be contacted by the Metroparks designated representative(s) when emergency maintenance conditions occur during hours when the Contractor's normal work force is not present.
- 7.23 BONDS - The Contractor shall furnish at its own expense the Faithful Performance and Labor and Material Bonds with a responsible surety authorized to issue such bonds in Michigan. The successful Contractor shall furnish bonds covering performance of the Contract for the agreed Contract period.
- The amount shown for each shall be equal to 100 percent of the full amount of the Contract.
- 7.24 QUALIFICATIONS OF CONTRACTOR AND PERSONNEL - The Contractor shall employ a GCSAA Certified Superintendent (Superintendent) who shall hold a valid and current Class "A" certification from the Golf Course Superintendents' Association of America (GCSAA).
- A. The Superintendent shall be present at the golf course a minimum of five (5) days.
 - B. Maintenance personnel shall be on site a minimum of 40 hours per week between the hours of 6:00 am and 2:00 p.m. and on weekends and holidays between 5:30 a.m. and 8:30 a.m. A supervisory person shall be available for call 24 hours a day
 - C. All personnel shall have a valid Michigan driver's license. All personnel shall be legally able to work in the United States. No one under the age of eighteen (18) shall operate equipment. Personnel shall abide by Metropark policies while on Metropark property. The Metroparks shall be notified of all after hours work. Golf course premises and on site Contractor equipment shall be used for Metroparks business only. All safety and MIOSHA standards shall be practiced at all times.
 - D. Should any vacancy occur in the position of golf course maintenance superintendent, the Contractor will advise the Metroparks in writing in advance of hiring as to the identity and the qualifications of any person whom the Contractor intends to place in such vacant position. The Metroparks reserves the right, at its sole discretion, to disapprove any such selection.
 - E. The Contractor shall employ sufficient English speaking supervisory personnel to act for the Contractor at all times.

- F. Conduct of the employees of the Contractor shall be subject to reasonable regulation by the Metroparks. Employees must be familiar with golf course etiquette. All employees of the Contractor shall be clean, courteous, efficient and neat in appearance.
 - G. All employees of the Contractor shall be in approved uniforms at all times which include nametags, shirts identifying the person as an employee of the Contractor. Uniforms are to be furnished by the Contractor at no cost to the Metroparks. Uniforms and employee appearance must be consistent with the HCMA Appearance Policy, available upon request.
 - H. The Contractor shall not employ any person or persons in or about any facility who are known to use improper language or act in a loud or boisterous or otherwise improper manner. Upon written notification by the Metroparks to the Contractor that a person employed by the Contractor is, in the Metroparks's opinion, disorderly, unsanitary, or otherwise unsatisfactory, the Contractor shall remedy the situation to the Metroparks's reasonable satisfaction, and failing that, the employee shall be removed from service at any of the facilities and shall not again be trained or employed by the Contractor at any facility without consent of the Metroparks.
 - I. The Contractor agrees, at the request of the Metroparks or its authorized representative, forthwith to terminate for cause the employment within the park(s) of any employee whom the Metroparks or such representative reasonably considers detrimental to the best interests of the park(s) or the public using same.
 - J. The Contractor shall employ such help and personnel as it may deem reasonable and necessary for its operation hereunder. The Contractor is to comply with all applicable State and Federal Employment laws and regulations. The Contractor's attention is called to the requirement imposed by MCL 37.2209. The Contractor agrees that he will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement with respect to his hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related, to employment, because of his race, sex, color, religion, national origin or ancestry. Breach of this covenant will be regarded as a material breach of this Agreement.
 - K. The Contractor and its staff that is specifically assigned to Kensington Metropark Golf Course will be provided, at the Metroparks's expense, one (1) Metropark vehicle entry permit per Contractor employee for access to the park. Said employees shall be required to pay the regular public fees and charges for all other Metroparks facilities and/or programs.
- 7.25 STOCKPILES - All mineral and natural resources of the Metropark shall remain Metropark property and may not be sold, transported, or removed off of the site. Delivery of any and all material and fill brought to the golf course shall have prior approval from the Metroparks. No dumping or burial of any material shall take place. Material and property of the Contractor shall be removed upon termination of the Contract.
- 7.26 FUEL – The Contractor shall be responsible for providing all fuel necessary to operate its maintenance equipment at all times. The Contractor shall not have access to fueling facilities and equipment that is the property of the Metroparks including the existing underground fuel storage tanks and fuel pumps located at the maintenance yard. Metroparks will have twenty-four (24) hour access to its aforementioned fueling facilities for the purposes of refueling golf carts and other Metroparks vehicles.
- 7.27 VANDALISM – The Contractor shall be responsible for the repairs and/or replacement of Metroparks property, whether real or personal, which is lost, damaged, or destroyed through vandalism, while in possession or under control of the Contractor, or which is damaged or destroyed as a result of failure of the Contractor to protect said property.
- 7.28 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 (but in no event more than thirty (30) days thereafter).
- 7.29 ALTERNATE MAINTENANCE PROGRAM AND METHODS - An alternative to the maintenance program listed below must be approved by the Metroparks prior to implementation.
- 7.30 SOIL SAMPLES - Soil samples shall be taken (at a minimum) on an annual basis before or early in the growing season on three greens, three tees and three fairways on a rotating schedule. Applications of fertilizer and micronutrients shall be based on soil test results and recommendations. Upon request, a record of the soil samples will be provided to the Metroparks.
- 7.31 IRRIGATION – EQUIPMENT REQUIRED TO IRRIGATE ALL AREAS OF THE GOLF COURSE AND THE ADMINISTRATIVE OFFICE LAWN
- A. Scheduling - The entire golf course shall be irrigated as necessary in quantity and frequency consistent with seasonal requirements in order to support proper and vigorous growth of the turf. Additional hand watering shall be done to insure proper moisture levels. Watering shall be done at night or other appropriate times so as not to interfere with golf play. Irrigation coverage shall be reviewed daily.
 - B. Maintenance - Contractor shall be responsible for the repair and/or replacement of all heads, wiring, electronics, computer systems, sensors, pumps, and pipe as needed to maintain the proper operation of the entire golf course irrigation system (including greens, tees, fairways, roughs, planters, flower beds, etc.) on an on-going basis. All replacement parts must meet or exceed original equipment installed. All repairs shall be approved by the Metroparks prior to any repair work. Any damage caused to the irrigation system including pumping station and control components, utilities, or structures, by the Contractor, shall be replaced or repaired at no expense to the Metroparks. All excavations shall be cordoned off to protect the public and filled in within 48 hours or less. At no time shall excavations be left open and unattended without proper barricades.
 - C. Duration - Irrigation maintenance includes system startup and proper winterization of irrigation system and pump house for the irrigation system on the golf course as well as the irrigation system at the Metroparks's Administrative Office. Any damage incurred to the irrigation system, pump house components or related items through the improper winterization, improper maintenance or negligence of the Contractor will be replaced by the Contractor with original manufactured equipment and calibrated by an approved qualified technician at no additional expense to the Metroparks. All equipment shall be maintained in and in working condition within two (2) weeks of needed repair unless otherwise approved by the Metroparks. All repairs shall be brought to the attention of the Metroparks. Any third party contractors needed to repair components must first receive approval and provide the proper insurance before beginning work.
 - D. The Administrative Office irrigation system is connected to the golf course irrigation system, the Contractor shall be responsible for spring start-up and fall winterization of the entire system.
 - E. Trimming - Bi-monthly edging and trimming shall take place on all irrigation heads, isolation valves, splice boxes, and quick couplers.
 - F. Drainage Systems - All existing drain lines and fixtures should be maintained in working order at all times. Drain line risers are edged and trimmed monthly.

MISCELLANEOUS ITEMS

- A. During the Contract period, the Metroparks will be completing construction of a new golf starter building, and operating out of a temporary golf starter trailer. The Contractor shall maintain any areas, grounds, landscape beds, etc. NOT cordoned off by the starter building construction contractor per these specifications.
- B. FENCES - Necessary repairs or replacement of all fences, gates and locking devices needed for the protection of the golf courses or equipment should be done immediately. All components shall meet or exceed current material specifications.
- C. All golf balls on the golf course and in the pond(s) are the property of the Metroparks.
- D. WET LANDS - Contractor shall clean all surface drains and culverts in wetland areas and throughout the golf course. All drainage structures must be kept free of debris at all times.
- E. POND ORNAMENTAL FOUNTAIN - Contractor shall be responsible for the maintenance and repair of any and all pond ornamental fountain(s) as needed for proper operation. Metroparks has an existing contract with The Pond Guy (801-765-9665) for the fall removal and winterization (completed in 2011) and spring installation and start-up (to be completed in 2012) of the fountain. The Contractor shall be responsible to renew this contract with the specified vendor at the Contractor's expense for the period beginning in the spring of 2012 and ending with reinstallation in the fall of 2014. The Contractor shall not bill the Metroparks separately for this work but shall incorporate this expense in its maintenance proposal.
- F. NATURALIZED AREAS (FESCUE/HEATHER) - Contractor shall fertilize areas consisting of fescue (designated heather) one (1) time per year using an agriculture grade 1-0-1 ratio fertilizer. Spot treat with herbicide as needed. Naturalized areas shall be mowed with brush hog one (1) time per year in the late fall/early winter.
- G. CART PATHS - All cart paths including paved and unpaved surfaces, shall be maintained and repaired as needed and as directed by the Metroparks. Paths shall remain free of debris, cracks or pot holes and shall be repaired as needed. Gravel paths shall be graded monthly, and maintained free of potholes. Traffic rope and stakes shall be installed as needed to protect worn areas and to maintain turf quality.
- H. PRACTICE CAGE MAINTENANCE - Contractor shall install netting at the two (2) practice cages near the first tee each spring, maintained throughout the golf season, and removed and stored for the winter.
- I. WINTER SEASON PREPARATION - Contractor shall cordon off all tees with boulder walls, and/or other potentially unsafe conditions, and install warning sign(s) on all pond(s) which may present a hazard for cross country skiers. The maintenance road that runs through the golf course to the pump house shall have the edges staked for delineation purposes for winter snow removal.
- J. ACID INJECTION SYSTEM- The Contractor shall be responsible for the operation, maintenance, and repair of the acid injection system associated with the irrigation system equipment. The pH of the irrigation water must be maintained at a level (5.5) to inhibit the growth and proliferation of Zebra Mussels that are at high density population levels in the water of Kent Lake. If these Mussels are allowed to enter the irrigation system and multiply their presence will ultimately clog the sprinkler heads and inhibit the proper distribution of water to the golf course turf.

Metroparks has an existing contract with Prime Turf winterization (completed in 2010) and spring installation and start-up (to be completed in 2011) of the fountain.

The Contractor shall be responsible to continue to use the specified vendor at the Contractor's expense for the period beginning in the fall of 2011 and ending in the spring of 2012. The Contractor shall not bill the Metroparks separately for this work but shall incorporate this expense in its maintenance proposal.

7.33

ENVIRONMENTAL COMPLIANCE AND RECORDKEEPING

- A. Environmental Compliance / Sustainability Program - The Contractor shall comply with all Metropark, local, State and Federal laws, regulations, policies and programs. Metropark emergency pollution response procedures or equal must be adopted and followed. The Contractor is required to participate in the Metroparks environmental compliance and Phase II Storm Water Management programs. Any costs associated with the proper disposal of environmental waste will be the responsibility of the Contractor.
- B. Water Use Record Keeping for Michigan DNRE State Monitoring Program The Contractor shall be responsible for record keeping and submittal to applicable local and State of Michigan regulatory agency(ies). Monthly total water use must be recorded and the annual total water used for golf course and lawn irrigation purposes must be submitted annually to the Michigan DNRE and the Metroparks
- C. Access to all facilities must be made available for environmental audit and review by Metroparks staff. Any environmental occurrence must be reported to the Metroparks immediately and/or as required by state and federal law.
- D. Status of Certification in the Michigan Environmental Stewardship Program must be maintained and all requirements for recertification must be met by the Contractor. Contractor shall be responsible for maintaining all required licenses, certifications (i.e.: certified pesticide application), permits or other requirements for proper operation and maintenance of the golf course.
- E. The Metroparks is actively involved in a sustainability program with the intent of reducing the negative environmental impact of park maintenance and operations. The Contractor will be requested to cooperate with these existing programs.
- F. Record Keeping & Reporting - The Contractor shall keep records of all maintenance practices on the golf course in such a fashion that the Metroparks can, at any time, audit records to determine that the terms of the contract are met, including but not limited to, pesticide application logs, fertilization applications, water use, hazardous and non-hazardous waste removal documents, fuel delivery and use, or others as requested.

7.34

TEMPOARY STARTER TRAILER AND STARTER BUILDING SITE CLEAN-UP AND RESTORATION – A new starter building is currently under construction and the course is operating from a temporary trailer. It is anticipated that the new building will be operational in the spring of 2012. At the time of opening, Metroparks will be responsible for the removal of the trailer and other structures needed for operations. The Contractor will be responsible for final site clean-up and restoration of damaged turf, paths, and landscaping that falls outside the new building contract limits. The Contractor will also be responsible for the post construction maintenance of the entire site surrounding the starter area including newly planted landscape beds, turf, and all restored areas.

01/19/2011

PRODUCER PHONE NUMBER		FAX FAX NUMBER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
PRODUCER NAME					
ADDRESS					
CITY					
INSURED CONTRACTOR NAME		INSURERS AFFORDING COVERAGE		NAIC #	
ADDRESS		INSURER A: INSURANCE COMPANY A			
CITY		INSURER B: INSURANCE COMPANY B			
		INSURER C:			
		INSURER D: MUST BE RATED A- OR			
		INSURER E: BETTER BY A.M. BEST			

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X		GENERAL LIABILITY	POLICY NUMBER	DATE	DATE	EACH OCCURRENCE \$ 1,000,000
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
			<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
			<input checked="" type="checkbox"/> INCL XCU HAZARD				PERSONAL & ADV INJURY \$ 1,000,000
			<input checked="" type="checkbox"/> BLNKT CONTRACTUAL				GENERAL AGGREGATE \$ 2,000,000
			GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 1,000,000
			<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	X		AUTOMOBILE LIABILITY	POLICY NUMBER	DATE	DATE	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
			<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
			<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
			<input checked="" type="checkbox"/> HIRED AUTOS				
			<input checked="" type="checkbox"/> NON-OWNED AUTOS				
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
			<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
							AUTO ONLY: AGG \$
A	X		EXCESS / UMBRELLA LIABILITY	POLICY NUMBER	DATE	DATE	EACH OCCURRENCE \$ 5,000,000
			<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
			<input type="checkbox"/> DEDUCTIBLE				\$
			RETENTION \$				\$
A			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	POLICY NUMBER	DATE	DATE	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 1,000,000
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A			OTHER HERBICIDE/PESTICIDE & POLLUTION LIABILITY	POLICY NUMBER	DATE	DATE	\$1,000,000 PER OCCURRENCE
						\$2,000,000 AGGREGATE	
B			EQUIPMENT BREAKDOWN	POLICY NUMBER	DATE	DATE	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

PROJECT: MAINTENANCE OF GOLF COURSE AT KENSINGTON METRO PARK

HURON CLINTON METROPLITAN AUTHORITY IS LISTED AS ADDITIONAL INSURED

\$ 1,000,000 LIMIT FOR COVERAGE FOR GOLF COURSE PROPERTY INCLUDING:

TEES, GREENS, FAIRWAYS AND GROUNDS

SEE ATTACHED DESCRIPTIONS

CERTIFICATE HOLDER

CANCELLATION

HURON CLINTON METROPOLITAN AUTHORITY
13000 HIGH RIDGE RD
BRIGHTON, MI

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

AUTHORIZED SIGNATURE

HURON CLINTON METROPOLITAN AUTHORITY

ATTACHMENT 1

01/19/2011

Certificate issued to HURON CLINTON METROPOLITAN AUTHORITY
PRODUCER NAME

01/19/2011

PESTICIDE & HERBICIDE APPLICATION COVERAGE INCLUDING POLLUTION LEGAL LIABILITY POLICY

COVERAGE APPLIES ON A PRIMARY BASIS AND THE INSURANCE OF THE ADDITIONAL INSURED SHALL BE NON-CONTRIBUTORY. (INCLUDE COPY OF THE ADDITIONAL INSURED FORM)

ALL POLICIES INCLUDE WAIVER OF SUBROGATION IN FAVOR OF HURON CLINTON METROPOLITAN AUTHORITY.

INSURER WARRANTS THAT ADDITIONAL INSURED INCLUDES COMPLETED OPERATIONS.

THE FOLLOWING CANCELLATION NOTICE SUPERCEDES THE STANDARD WORDING:

SHOULD ANY OF THE THE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE THEREFORE, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PLACE HOLDER
FOR
GOLF COURSE
MAP

KENSINGTON METROPARK GOLF COURSE MAINTENANCE PROGRAM

The following is a description of the current common practices for the maintenance of Kensington Golf Course. Proposed deviations from these practices should be discussed in Attachment 4-Vendor Questionnaire.

MOWING

Greens, practice putting greens, and turf nursery shall be mowed seven (7) days per week during the active growing season by triplex type greens mowers. Frequency and height of cut should be 0.10" to 0.11" but may be modified, with prior approval by the Metroparks, as deemed necessary May through September. Early spring and end of season greens may be mowed as needed with height of cut not to exceed 0.135. The practice of alternate mowing patterns must be followed. Greens shall be mowed before daily course play begins. Collars and aprons shall be mowed at least three (3) times per week during the active growing season, less during periods of dormancy. Collars and aprons height of cut shall be between 0.3 and 0.5 inches and shall be mowed with triplex greens mowers with the grass clippings being collected from the playing surface.

All tee areas shall be mowed with triplex greens mowers (alternating patterns) and grass clippings collected from the playing surface every other day, during the active growing season and less often during period of reduced growth. Height of cut shall be 0.5".

Fairways shall be mowed a minimum of three (3) times per week during the active growing season. All fairways are maintained at a height of 0.625" and 0.6825" during the growing season.

Rough areas shall be mowed a minimum of twice one (1) time per week during the active growing season and less frequent during periods of slow growth. Roughs shall be maintained at a height of 1.5" and 3.0" during the growing season.

FERTILIZING

Types and analysis of fertilizers to be applied to **greens, practice putting green(s), and turf nursery** shall be determined from the results of soil nutrient testing and growing conditions. Approximately five (5) pounds of actual nitrogen per 1000 sq. ft. may be applied during the growing season. In general, greens shall be fertilized monthly with #3/4 lb. of N&K/1,000 sq. ft. (May through September) with a slow release fertilizer. Additional foliar application of 0.1 lb. N/1,000 sq. ft. shall be applied bi-weekly (March-April-May-Sept-Oct). Weekly foliar applications of 0.1 lb. N/1,000 sq. ft. June, July and August may also be applied. The application of micro nutrients shall be dictated by soil analysis results and recommendations. Applications of potassium are 5-7 pounds annually. Collars and aprons shall be included with greens fertilization.

All **tee areas** shall be fertilized a minimum of three (3) times per year using a 1 to 1 N to K ratio applied at one and one-quarter (1-¼) lb. of Nitrogen per 1,000 sq. ft. The application of micro nutrients shall be dictated by soil analysis results and recommendations.

All **fairways** shall be fertilized a minimum of two (2) times per year with a 1 to 1 N to K fertilizer at an annual rate of 3.0 lbs. N&K/1,000 sq. ft. The application of micro nutrients shall be dictated by soil analysis results and recommendations.

All **roughs** shall be fertilized a minimum of one (1) time per year with a slow release fertilizer at an annual rate of 2 lbs. N&K/1,000 sq. ft.

AERIFICATION

Core aerify all **greens, practice putting green(s) and turf nursery** two times per year during the growing season. Remove cores; apply topdressing with 100% angular sand and drag until holes are completely filled. Spot topdressing may be applied to repair damage from ball marks or any other damage. Light topdressing may be done in conjunction with verticutting during the growing season. This shall be carried out with a minimum of interference with course play and with prior approval by the Metroparks.

At a minimum, all **tee areas** are to be aerified once per year using 5/8" hollow tines at 2 X 2 spacing. An increased frequency of aerification may be required to promote turf health, using the appropriate equipment

All **fairways** shall be aerified one (1) time per year. If hollow tines are used cores are to be chopped, dragged, and tufts blown. Spot aerification may be done any time to relieve compaction. This shall be carried out with a minimum of interference to course play and with prior approval by the Metroparks.

TOPDRESSING

Topdressing specification and subsequent samples of the sand for **greens, practice putting greens and nurseries** shall be provided to the Metroparks for approval prior to application. Round sand will not be acceptable. Solid tine or deep tine aerify with Soil Reliever using one-half inch ($\frac{1}{2}$ ") tines, with 2 X 2 spacing to an 8" to 10" depth in June and November. Application shall be done with an approved topdressing spreader. This shall be carried out with a minimum of interference with course play and with prior approval by the Metroparks.

All **tee areas** shall be verticut and top dressed once a year with an 80/20 sand-topsoil mix. Topdressing specification and subsequent samples of the mix shall be provided to the Metroparks for approval prior to application. Round sand and peat will not be acceptable components of the mix.

WEED CONTROL

All **greens, practice putting green(s) and turf nursery** are maintained free of foreign grasses and weeds for a smooth playable surface. This will be achieved through both pre and post-emergence chemical applications. Applications will be done in a timely manner to minimize damage to course playability. In the Spring of each year a minimum of two applications of Primo-Proxy or equivalent shall be applied to suppress *Poa annua* seed head formation.

All **tee areas and fairways** shall be kept free of weeds and undesirable grasses by the proper application of herbicides. Spot treatments with contact herbicide shall be performed as needed.

All **planters, perennial or annual flower beds, perennial grass beds and landscaped beds** shall be maintained and free of weeds and unwanted grasses whether by mechanical or chemical means. Adequate amounts (3" min.) of wood mulch should be maintained in beds at all times to prevent weed and grass infestation and maintain aesthetics

CHEMICALS AND PESTICIDES

This section applies to all golf course grounds including the maintenance of greens, tees, fairways, and roughs.

All chemical and pesticide applications shall be made during the night and/or very early morning hours when golfers are not present.

Pesticide and chemicals shall be applied in accordance with all applicable laws and regulations, during proper weather conditions, and with all contacts informed who are present listed on the golf course pre-notifications lists. Contact list will be provided by the Metroparks.

The Contractor shall not use chemicals that require a special permit unless otherwise approved by the Metroparks.

All chemicals stored or remaining on-site shall be properly removed, transported and/or disposed of upon termination of this Contract by and at the expense of the Contractor.

INSECTICIDES

All **greens, practice putting green(s) and turf nursery** shall be treated on a curative basis. An IPM (Integrated Pest Management) program will govern rates and timing of applications

Applications on **tee areas** shall be carried out on a curative “as needed” basis. An IPM (Integrated Pest Management) program will govern rates and timing of applications.

All **fairways** are to be treated on a curative basis. An IPM (Integrated Pest Management) program will govern rates and timing of applications

Applications on **roughs** shall be carried out on a curative “as needed” basis. An IPM (integrated Pest Management) program will govern rates and timing of applications.

FUNGICIDES

A preventative fungicide program with a minimum of twelve applications during the season and a minimum of one additional application for the prevention of snow mold shall be instituted on all **greens; including collars and aprons** for the prevention of all applicable diseases associated with bentgrass/poa annua surfaces.

Applications of fungicides on **tee areas** shall be carried out on a preventative schedule with a minimum of six applications during the season and an additional treatment at the end of the season for snow mold prevention. An IPM (integrated Pest Management) program will govern rates and timing of applications.

A fungicide program shall be instituted on all **fairways** on a preventative schedule with a minimum of seven applications during the season. An IPM (integrated Pest Management) program will govern rates and timing of applications

Applications on **roughs** shall be carried out on a curative “as needed” basis. An IPM (integrated Pest Management) program will govern rates and timing of applications.

GREENS

Cup Locations - Change cup locations on all greens and practice putting greens every day during the active season. Cup locations are moved at least twenty feet from the previous placement. Contractor must use hole target rings to help maintain a clean cup edge.

Grain Control - Verticutting shall be done a minimum of two (2) times from April to May and again at least two (2) times from September to October and shall be coordinated to compliment aerification and topdressing schedules. Combing and brushing may also be done.

Repair - Repair ball marks daily. Divots or any other damaged turf on all greens and practice putting greens should be repaired immediately.

TEES– ALL AREAS USED FOR TEEING SURFACE

Set-up - Tee markers and all tee equipment shall be moved daily for proper teeing and to control turf wear. All tee and fairway yardage markers and GAM markers shall be trimmed monthly. Move green and tee markers to preserve hole yardage integrity.

Divots - Divots on all tees shall be filled by hand daily with an 80/20 sand-topsoil mix and approved bluegrass and perennial ryegrass seed mix. Drag until holes are completely filled. Topdressing specification and subsequent samples of the mix shall be provided to the Metroparks for approval prior to application. Round sand and peat will not be acceptable components of the mix.

FAIRWAYS –AREAS OF PLAY EXCEPT GREENS, TEES AND ROUGHS

Divots - Divots on all fairways are filled by hand daily with an 80-20 soil mix and approved bluegrass and perennial ryegrass seed mix. Topdressing specification and subsequent samples of the mix shall be provided to the Metroparks for approval prior to application. Round sand and peat will not be acceptable components of the mix.

SAND BUNKERS

Maintenance - All sand bunkers (bunkers) shall be raked a minimum of four (4) times per week, edged and trimmed monthly, and sand added as needed to maintain a semi-soft dry smooth condition. Bunkers shall be maintained free of weeds, grasses and debris. Care shall be taken to maintain the design outline of the bunker to insure the integrity of the bunker shape. If integrity cannot be maintained the edges shall be rebuilt to the original design.

Depth - The depth of sand shall be checked on a regular basis and shall be an average depth of six inches (6") of soft, playable sand at all times.

Materials – Sand used to construct new and/or replenish existing bunkers shall meet the specifications of "West Branch" grade aggregate as supplied by Sand Sales Co. LLC, Clarkston, MI (313-410-5201).

PLANTERS, FLOWER BEDS AND LANDSCAPES

Trimming - The plant material (trees, shrubbery, perennial plants, flowers and ground covers) in planters, landscaped beds shall be trimmed for appearance and protected from wind, insect damage, and disease as needed or determined by the Metroparks.

Trees within the defined golf course boundary -

New Trees - All trees planted within the twenty-four (24) month period previous to the commencement of this contract shall be maintained in good health and by the contractor. Trees shall be trimmed to improve appearance and to remove dying or dead branches. As directed by the Metroparks and as needed due to weather conditions, owner supplied water bags shall be reinstalled around the base of trees and filled with water for the remainder of the growing season. With Metroparks approval, guy wires and stakes shall be removed from those trees of sufficient size and establishment to be able to stand unassisted.

Mulch - Trees shall be mulched in accordance with the current practice by the Metroparks. Mulched areas around the base of trees shall be maintained at an adequate level (min. 3") and shall be kept free of weeds, unwanted grasses and litter.

Pruning - All ornamental trees are pruned for protection from wind and pests as well as for appearance. Large trees will be trimmed as needed to protect the public from injury or prevent damage to park facilities. Once identified by Metropark Landscape Architect or Arborist as a hazardous, all dangerous trees or limbs are to be removed promptly for public safety. All pruning, trimming or cutting will be done to International Society of Arboriculture standards. Unless damaged, no trees are to be removed without prior approval of the Metroparks. All wood shall be transported and disposed of within the Park as directed by the Metroparks.

Watering - All trees are watered as necessary to provide adequate moisture for proper growth.

GENERAL

Large area mowers should not be used within one foot of the trunk of all trees.

Girdling. Damage from string-line trimmers will not be tolerated. If the health of a tree is compromised as a result of Contractor's maintenance practices, it will be replaced as negotiated by the Owner.

Litter Control - Policing for debris and overall appearance of the golf course shall be done on a regular basis for the removal of litter (paper, leaves, cans, bottles, branches, etc.)

**HURON-CLINTON METROPOLITAN AUTHORITY
REQUEST FOR QUALIFICATIONS
REQUEST FOR PROPOSALS
RFP – 01 – 2012
GOLF COURSE MAINTENANCE SERVICES
KENSINGTON METROPARK**

Date

VENDOR QUESTIONNAIRE

The following questionnaire shall be completed by all Bidders. Please provide requested information and complete questions to the extent that you represent yourself to the best of your ability. Responses to this questionnaire will be the basis evaluating the qualifications of each Bidder. Please use the form where applicable and attach additional sheets with answers to the open-ended questions which follow.

1.

<u>DATE</u>	<u>FIRM NAME</u>	
<u>YEAR ESTABLISHED</u>	<u>YEARS IN BUSINESS</u>	

2. TYPE OF ORGANIZATION: (Check One)

- ☐ a. Individual
 ☐ d. Joint Venture
☐ b. Partnership
 ☐ e. Other _____
☐ c. Corporation

3. FORMER FIRM NAME(S) IF APPLICABLE:

4. Have you, your organization or affiliates ever filed for bankruptcy protection?

If yes, please explain:

5. Positive References. Provide a complete list of similar contracts for golf course maintenance held for the last ten years, including facility name, contact person, phone number, email address and years of service.

<u>Facility Name</u>	<u>Contact Name</u>	<u>Phone</u>	<u>E-Mail</u>	<u>Years of Service</u>

6. Provide a listing of the specific individuals that will be assigned to maintain the golf course. Provide the background and experience of these individuals. Firms must identify the Golf Course Maintenance Superintendent that will be assigned to the Huron-Clinton Metroparks's account. The Superintendent must have current GCSAA Class A certification or approved equivalent. Include resumes, experience and responsibilities for each individual listed in this section. Copies of Certificates must be submitted with proposal. Include the following information in your response

NAME	TITLE	DEGREE/ CERTIFICATION	YEARS OF EXPERIENCE

7. Provide a detailed staffing plan indicating the type and quantity of the various positions your Bidder feels is necessary to provide the maintenance services required including the number of full-time and part-time staff.

POSITION TITLE	POSITION DESCRIPTION	NO. OF FULL TIME	NO. OF PART TIME

8. List all golf course maintenance contract commitments your firm is currently engaged to perform. Give facility address, owners contact information, size and type of facility, contract start and completion dates, and gross annual amount of each contract.

<u>Facility</u>		<u>Address</u>		
<u>Contact Name</u>		<u>Phone</u>	<u>Fax</u>	<u>E-mail</u>
<u>Size (acres)</u>	<u>Public or Private</u>	<u>No. of Holes</u>	<u>Contract Period</u>	<u>Gross Annual Contract Amt</u>

<u>Facility</u>		<u>Address</u>		
<u>Contact Name</u>		<u>Phone</u>	<u>Fax</u>	<u>E-mail</u>
<u>Size (acres)</u>	<u>Public or Private</u>	<u>No. of Holes</u>	<u>Contract Period</u>	<u>Gross Annual Contract Amt</u>

<u>Facility</u>		<u>Address</u>		
<u>Contact Name</u>		<u>Phone</u>	<u>Fax</u>	<u>E-mail</u>
<u>Size (acres)</u>	<u>Public or Private</u>	<u>No. of Holes</u>	<u>Contract Period</u>	<u>Gross Annual Contract Amt</u>

<u>Facility</u>		<u>Address</u>		
<u>Contact Name</u>		<u>Phone</u>	<u>Fax</u>	<u>E-mail</u>
<u>Size (acres)</u>	<u>Public or Private</u>	<u>No. of Holes</u>	<u>Contract Period</u>	<u>Gross Annual Contract Amt</u>

NOTE: Attach additional sheets numbered appropriately for identification.

9. Describe your firm's experience relative to golf course maintenance services. Provide your firm's background and its organizational structure including a brief history of the firm. Provide specific examples of your firm's golf course maintenance experience. The examples must be contracts in which your firm provided continuous maintenance services for three years or more. Include experience / qualifications your firm has in maintaining municipal golf courses. The examples can be for contracts that are still active or have been completed within the last ten (10) years.
10. Provide your firm's proposed overall statement of maintenance plans for the golf courses and other responsibilities that indicates how your firm will provide maintenance services. The firm must state fully the proposed detailed concept and plans in regard to the following:
 - a. Course Maintenance and Metroparks involvement.
 - b. Golf starter area grounds maintenance
11. If a joint venture or association is proposed, how will the work on this contract be handled? Please be specific. Include a list of team members that may partner/participate on this contract including their resumes, stating experience and qualifications. Please also indicate your firm's experience working with these professionals.
12. What services are provided in-house and what services are subcontracted to outside firms as it relates to these services. If outside firms will be used, include their resumes, stating experience and qualifications. Please also indicate your firm's experience working with these subcontractors.
13. Provide detail explanation of your firm's experience with reference to labor relations, contractual and legal issues, personnel benefits, employee orientation and training.
14. Provide a brief description of any litigation or which you have been or are currently involved over worker health and safety, labor laws, or affirmative action, as related to performance of duties.
15. If applicable, describe the circumstances under which your firm was terminated from a contract for cause.
16. Provide firm's approach to sharing information with municipal clients relative to maintenance and financial matters. Examples of reports should be included with the proposal.
17. Provide the proposed transition plan of operation from the Huron-Clinton Metroparks to your firm.
18. Describe your firm's grounds maintenance experience including technical expertise to manage turf effectively, especially on golf course greens, tees and fairways. Attach sample of maintenance conditions report which you would submit to the Metroparks weekly, bi-weekly, monthly and/or annually.
19. Provide a list of all equipment that will be provided for maintenance of Kensington Golf Course. Include year, make and model in the description as well as total number of units that will be available.

PROPOSAL: FORM B - PRICE PROPOSAL

1. CONTRACT PERIOD - The undersigned proposes TO PROVIDE REQUIREMENTS OF GOLF COURSE MAINTENANCE SERVICES FOR HURON-CLINTON METROPARKS KENSINGTON GOLF COURSE FOR THE PERIOD OF March 1, 2012 through February 1, 2015 in accordance with the specifications attached hereto and to be considered an integral part hereof as follows:
2. USE OF METROPARKS BUILDINGS/INFRASTRUCTURE
 - A. Under this section, the term Contractor refers to the successful Bidder.
 - B. The Contractor will be required to pay a rental fee to the Metroparks for use of the Maintenance Building, Pesticide Storage Building, Golf Course Pump House and Irrigation System. This rental fee is intended to cover all utilities (excludes phone service) including electricity, gas, septic, insurance, alarm fees, and minor building repair costs.
 - C. This rental fee will be deducted from each month's contractor maintenance payment.
 - D. The rental fee will be \$6,400.00 per month for the length of this contract (\$ 211,200 total).
 - E. The Contractor agrees to keep the buildings, surrounding premises and equipment in a good state of repair, free from hazardous conditions and deterioration. The standard to be used shall be consistent with the current conditions and Metroparks Golf Course Operations.
 - F. The Contractor will be responsible for payment of all telephone bills which will be maintained in the contractor's name. The Contractor will be responsible for all janitorial services of all buildings occupied. The Contractor will be required to maintain the General Liability Insurance including Blanket Contractor Liability and Damage to Rented Premises Coverage as detailed under the Insurance Requirement Section naming Huron-Clinton Metropolitan Metroparks as an "additional named insured."
 - G. The Metroparks reserves the right to access and use the building during the off season.

3. PAYMENT SCHEDULE - CONTRACTOR MAINTENANCE PAYMENTS

- A. The Metroparks agrees to pay the Contractor in installments per the following schedule over the length of this contract. The Contractor agrees to invoice the Metroparks at the end of each month for that month's installment.
- B. The Metroparks agrees to pay the Contractor by the 15th of each month for the previous month's installment payment in accordance with the following schedule:

Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Total
10%	15%	15%	15%	15%	10%	5%	5%	5%	3%	2%	100%

4. MAINTENANCE FEE PROPOSAL - Under this proposal, the Bidder agrees to pay the Metroparks for the use of the premises the amount listed above (6.02-C.). Terms of payment are net 15th.

Total Maintenance Fee for the Contract Period \$ _____

Less Total Facility Rental Fee \$ _____ (\$211,200.00)

Total Net Payment Due to Contractor \$ _____



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Carol Stone, Human Resources Manager
 Subject: 2011 Health Risk Assessment Contract
 Date: September 1, 2011

Recognizing that lifestyle factors greatly contribute to health care claims and thus, impact health insurance premiums, HCMA has partnered with its employees on a wellness program to promote healthy living. The program includes the following:

- Completion of an annual health/lifestyle risk appraisal for employees and spouses. The appraisal can be completed on-line or via a paper survey. Areas assessed include smoking, alcohol/drug use, eating habits, exercise and fitness habits, stress control, safety, and health history.
- Employees and their spouses must complete a health screening either through their own physician with verification provided to HCMA or through the on-site program sponsored by HCMA.
- On-site screenings include blood pressure check, total and HDL cholesterol checks, and glucose checks. Employees also have the option of completing a full lipid profile, colon cancer screening, and a prostate specific antigen test. As a convenience to the employees, this year, we will also provide the option of receiving flu shots at the on-site screenings. The cost of the flu shots will either be covered through health insurance or paid for by the employee.
- Upon completion of the health risk appraisal and the on-site screenings, employees are provided with a written report of recommended actions to improve health.
- Employee premium contributions for health insurance are doubled for employees that do not complete the health risk assessment program.

Typically, claims experience for employer provided health plans are cyclical and include time periods in which claims spike dramatically. Since the inception of the health risk assessment program, HCMA's claims experience has been stable with infrequent spikes in claims.

The assessments have been successful in identifying and subsequently treating chronic health issues such as high blood pressure and high cholesterol. In addition, the on-site screenings have also resulted in early diagnosis of cancer situations.

McGraw-Wentworth, our group health insurance agent, has obtained quotes for the assessments. It should be noted that the quotes are based on 2010 participation rates. As the total number of full-time positions has reduced from 2010, it is anticipated that participation rates will actually be slightly lower than 2010.

The University of Michigan M-Fit Division was the lowest responsive, responsible bid received at \$10,919. M-Fit has completed the assessments in the past and has done an excellent job. Funds are allocated in the Human Resources budget to cover the cost of the Health Risk Assessments.

Attachment: Wellness Cost Proposal Comparison

Recommendation: That the Board of Commissioners award the 2011 Health Risk Assessment contract to the low responsive, responsible bidder, the University of Michigan M-Fit Division as recommended by Human Resources Manager Stone and staff.

Huron-Clinton Metropolitan Authority
2011 Wellness Proposal Comparison

Estimated Participation (based upon 2010 figures):

Total Participants:	198
Total per Test	
Total & HDL	38
Total & HDL plus Glucose	15
Full Lipid plus Glucose	145
Colon Cancer	32
PSA	65
Total Time (hours) ¹	75
Paper HRA	113
Online HRA	82

	<u>M-Fit</u>	<u>Interactive Health Solutions</u>	<u>BCBS/Summit</u>
<u>Services & Costs:</u>		\$160.00 per participant	
<u>Health Risk Appraisal</u>			
Paper	\$15.00	Included	\$2,500.00
Online	\$5.00	Included	\$0.00
			paper HRAs \$25 each - minimum of 100
<u>Health Screening</u>			
Total & HDL Cholesterol	\$12.00	Included	\$28.50
Total & HDL Cholesterol plus Glucose	\$15.00	Included	\$36 Non-Fasting \$38 Fasting
Full Lipid Profile plus Glucose	\$19.00	Included	\$41.50 Fingerstick \$46 Venipuncture
	<i>Includes blood pressure, height & weight measurement</i>	<i>Includes 34 panel lab tests including Cholesterol, Thyroid (females 40+) , Triglycerides, Glucose and PSA (males 50+) based upon age & gender</i>	<i>Non-Fasting includes total cholesterol, HDL, TC/HDL ratio, blood glucose, blood pressure, pulse rate, body mass index using self-reported height and weight Fasting includes same plus LDL & triglycerides.</i>
<u>Other Screening Options</u>			
Colon Cancer Screening Kit	\$6.00	Included	Not Offered
Prostate-Specific Antigen Test	\$25.00	Included	\$35 Stand-alone \$11 with Testing
<u>Staffing & Coordination Fees</u>			
Health Screening Staff (fees per hour)	\$27.00	Included	\$200 shift fee for
Phlebotomy Staff (fees per hour)	\$28.00	Included	Kensington Farm
Coordination Fee	\$1,525.00	Included	Dates / Times
Total Estimated Costs:	\$10,919	\$31,680	\$11,758 - \$15,223

Notes:
 1. Consisted of 63.75 hours for screening staff and 11.25 for Phlebotomy staff.

Huron-Clinton Metropolitan Authority

Wellness Vendor Comparison

<u>Services</u>	<u>M-Fit</u>	<u>Interactive Health Solutions (I.H.S.)</u>	<u>BCBS / Summit</u>
Screenings Performed	<p>Options Include:</p> <ul style="list-style-type: none"> • Total & HDL Cholesterol • Total & HDL Cholesterol plus Glucose • Full Lipid Profile (Total, HDL & LDL Cholesterol, Triglycerides) plus Glucose <p>Colon Cancer & PSA additional options</p> <p>PARTICIPANT CHOOSES AT TIME OF SCREENING WHICH TESTS ARE TO BE PERFORMED</p>	<p>Includes 34 panel lab tests including Cholesterol, Thyroid (females 40+) , Triglycerides, Glucose and PSA (males 50+) based upon age & gender</p>	<p>Options Include:</p> <ul style="list-style-type: none"> • Total & HDL Cholesterol • Total & HDL Cholesterol plus Glucose • Full Lipid Profile (Total, HDL & LDL Cholesterol, Triglycerides) plus Glucose <p>PSA additional option</p> <p>HCMA MUST SELECT WHICH TESTS ARE TO BE PERFORMED FOR ALL EMPLOYEES</p>
Minimum Participation Per Test Site	None	25 participants	30 participants
Health Risk Assessment	Paper or Online available	Paper or Online available	Paper or Online available
Option for Employees / Spouses unable to attend screenings	No at home tests are available. They could use Physician's biometrics if received within the last year.	Test on Demand option available to participants that cannot attend on-site testing. Participants can go to a local LabCorp location to have testing completed.	None
Reporting of Results	Each employee will get an individualized report mailed to them after the screening. HCMA will get an aggregate report a couple weeks after the last screening date.	Personal Health Report mailed to employees homes. Report and test results also available on I.H.S website for viewing 48 hours after health evaluation. Company summary report by	PENDING

Huron-Clinton Metropolitan Authority

Wellness Vendor Comparison

<u>Services</u>	<u>M-Fit</u>	<u>Interactive Health Solutions (I.H.S.)</u>	<u>BCBS / Summit</u>
Reporting of Results (<i>Continued</i>)		location and aggregate for all locations (with at least 25 participants)	
Human Resources Involvement	HR staff performs all coordination and scheduling of screenings.	I.H.S. performs all coordination. Scheduling of appointments is done via I.H.S website or telephone.	HR staff performs all coordination and scheduling of screenings. Summit Health program manager will assist with arranging logistics.
Additional Services	Flu shots – can charge to insurance plan	Unlimited use of I.H.S. website services. Offers timely health articles geared towards participants' age, gender & health status as well as extensive information on medical conditions and health topics.	Health educational workshops available at \$365 per session on various health topics. Educational support materials also available for additional fees.

Huron-Clinton Metropolitan Authority

Wellness Vendor Comparison

<u>Services</u>	<u>M-Fit</u>	<u>Interactive Health Solutions (I.H.S.)</u>	<u>BCBS / Summit</u>
At-Risk Outreach	None – Referral to physician on an individual basis	<ol style="list-style-type: none"> 1. Initial Consult – I.H.S will contact at-risk participants to consult on results. 2. Health Coaching – participants that express readiness to change can enroll in HealthFocus program to work 1:1 with a professional I.H.S. coach. 3. Quarterly Follow-Up – medical staff makes outbound calls at 3-6-9 month intervals with at risk participants to check on progress (Assumes incentive is \$600 or more a year). 4. Semi-Annual Re-Test – 6 months after on-site evaluations, I.H.S will mail postcards to participants to offer free re-screening (Lipid Panel) at LabCorp testing center. 	None



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: David L. Wahl, Plan Administrator
Subject: Report - 2011 Retiree Health Care Trust Contribution
Date: September 1, 2011

The HCMA Retiree Health Care Trust was established in October 2005 to enable the Authority to “prefund” the Authority’s retiree health care obligations (OPEB’s). OPEB’s are post employment benefits the Authority provides retirees other than pensions, i.e., health care, dental, vision, prescription drugs and life insurance. This was in recognition that future budgets and taxpayers should not be obligated to pay for OPEB’s that have been previously earned by current retirees/spouses and active employees. The goal of “prefunding” is to systematically accumulate adequate funds over the next 30 years to pay all promised retiree benefits, both for current retirees/spouses and future retirees.

The Retiree Health Care Trust Board of Trustees retained Gabriel, Roeder, Smith & Company (GRS) to perform an actuarial valuation of Authority OPEB’s. The GRS actuarial valuation report calculated benefit values, liabilities and the Annual Required Contribution (ARC). The valuation is necessary every two years to comply with the accounting reporting requirements of the Governmental Accounting Standards Board Statement #45.

Based on Oct. 1, 2011 updated census data and current benefit levels and costs, GRS calculated the Authority’s total actuarial accrued liability for OPEB’s at \$35.8 million. The Authority’s Retiree Health Care Trust has assets of \$13.8 million, leaving an “unfunded actuarial accrued liability” of \$22.0 million. This translates into a funded ratio of 38.6 percent. To amortize this \$22.0 million unfunded liability over a 30-year period for HCMA’s “closed” group will require a 2011 contribution (ARC) of \$2,485,145 to fund OPEB’s for current retirees/spouses (128) and for future OPEB’s being earned by eligible active employees (217).

The Retiree Health Care Trust Fund will pay out approximately \$1.0 million for current retiree/spouse OPEB’s in 2011.

This is the first actuarial valuation done since 2009. It fully reflects: (1) the change in retiree health benefits enacted in July 2010 (Medicare Advantage), and (2) new retiree eligibility requirements. The Authority’s 2011 Budget underestimated the favorable impact of these changes and a projected 2011 Medicare Advantage rate increase did not materialize. Currently, a total of \$3,300,000 is available in the Authority’s 2011 Budget to fund the ARC of \$2,485,145.

This places the Authority in a unique one-time position to contribute more than the ARC in 2011. Although the Authority has made good progress in prefunding retiree health benefits since 2005, the funded ratio is still only 38.6 percent (see attached Summary of Actuarial Valuations). Due to the economic concerns of both the Authority and the Retiree Health Trust, it would seem reasonable and fiscally prudent to contribute more than the \$2.5 million ARC. A contribution in excess of the \$2.5 million ARC would also eliminate the \$194,000 net OPEB liability shown on the Authority’s Balance Sheet at Dec. 31, 2010.

The Retiree Health Care Trust Board of Trustees will be meeting to review the 2011 GRS Actuarial Valuation Report prior to the Board of Commissioners meeting. It has been recommended that the Board of Trustees approve requesting a contribution of \$3,000,000 to the Retiree Health Care Trust in October 2011.

Attachments: **Summary of Actuarial Valuations**
 Summary of 2011 General Fund Appropriation Transfers

Recommendation: That the Board of Commissioners (1) approve a contribution of \$3,000,000 to the Huron-Clinton Metropolitan Authority Retiree Health Care Trust Fund as recommended to the Retiree Health Care Trust Board of Trustees by Plan Administer Wahl, and (2) approve appropriation transfer adjustments as detailed on the attached summary, including returning \$300,000 to the Authority's General Fund Reserve for Future Contingencies account.

**HURON-CLINTON METROPOLITAN AUTHORITY
SUMMARY OF ACTUARIAL VALUATIONS**

	<u>10/1/2003</u>	<u>10/1/2006</u>	<u>10/1/2009⁽²⁾</u>	<u>10/1/2011⁽⁴⁾</u>
A. Actuarial Accrued Liability	\$37,107,325	\$41,991,647	\$40,700,314	\$35,839,538
B. Actuarial Value of Assets ⁽¹⁾	<u>0</u>	<u>5,715,974</u>	<u>6,697,411</u>	<u>13,821,223</u>
C. Unfunded Actuarial Accrued Liability	<u>\$37,107,325</u>	<u>\$36,275,673</u>	<u>\$34,002,903</u>	<u>\$22,018,315</u>
D. Annual Required Contribution (ARC) ⁽³⁾	<u>\$2,564,112</u>	<u>\$2,444,298</u>	<u>\$3,368,724</u>	<u>\$2,485,145</u>
E. Funded Ratio	0	13.6%	16.5%	38.6%

¹ HCMA started funding OPEB liabilities in October 2005. OPEB premiums for current retirees/ spouses were paid out of Plan assets starting in January 2008.

² HCMA retiree health care benefits closed to employees hired after 1/1/2009.

³ Annual required contribution (ARC) calculated under "level percent of payroll" in 2003 and 2006; 2009 ARC calculated under "level dollar amortization" method for a closed group.

⁴ Reflects changes made in post-65 retiree health benefits under a Medicare Advantage program effective 7/1/2010.

Huron-Clinton Metropolitan Authority
2011 Retiree Health Care Trust Contribution
2011 General Fund Appropriation Transfers

Operation Expense	Employees	2011 Contribution	Available Appropriations	Appropriation Adjustments
180172910	1	\$9,700	(\$9,100)	\$600
180265910	0.5	4,900	(4,600)	300
180271910	2.5	24,100	(36,400)	(12,300)
180272910	1	9,700	(9,100)	600
180273910	1.5	14,500	(13,500)	1,000
180274910	3	28,900	(27,300)	1,600
180280910	5.5	52,900	(50,100)	2,800
180288910	2	19,300	(18,200)	1,100
180295910	1	9,700	(9,100)	600
180453910	0.5	4,900	(4,600)	300
180465910	1	9,700	(9,000)	700
180471910	4	38,500	(32,300)	6,200
180472910	1	9,700	(9,100)	600
180473910	5.5	52,900	(59,200)	(6,300)
180474910	5	48,100	(45,500)	2,600
180475910	2.5	24,100	(22,800)	1,300
180476910	0.5	4,900	(4,600)	300
180480910	5	48,100	(45,500)	2,600
180485910	0.5	4,900	(4,600)	300
180486910	1	9,700	(9,100)	600
180488910	3	28,900	(27,300)	1,600
180491910	3.5	33,700	(31,900)	1,800
180492910	2.5	24,100	(22,800)	1,300
180495910	2	19,300	(18,300)	1,000
180653910	1.5	14,500	(13,600)	900
180671910	2	19,300	(18,200)	1,100
180673910	3	28,900	(27,000)	1,900
180674910	1.5	14,500	(13,700)	800
180680910	4.5	43,300	(41,000)	2,300
180695910	1	9,700	(9,100)	600
180865910	1	9,700	(9,100)	600
180871910	3	28,900	(13,700)	15,200
180872910	1	9,700	(9,100)	600
180873910	2.5	24,100	(22,800)	1,300
180874910	2.5	24,100	(18,200)	5,900
180875910	1	9,700	(9,200)	500
180880910	4	38,500	(31,800)	6,700
180888910	1	9,700	(9,100)	600
180895910	1	9,700	(9,100)	600
180965910	1	9,700	(9,100)	600
180971910	1.5	14,500	(18,200)	(3,700)
180973910	4.5	43,300	(49,800)	(6,500)
180974910	4	38,500	(36,400)	2,100
180975910	1	9,700	(9,100)	600

Huron-Clinton Metropolitan Authority
2011 Retiree Health Care Trust Contribution
2011 General Fund Appropriation Transfers

Operation Expense	Employees	2011 Contribution	Available Appropriations	Appropriation Adjustments
180980910	5	48,100	(45,500)	2,600
180988910	3	28,900	(27,300)	1,600
180995910	1	9,700	(9,100)	600
181065910	1	9,700	(9,100)	600
181071910	1.5	14,500	(13,700)	800
181072910	0.5	4,900	(4,600)	300
181073910	1	9,700	(9,100)	600
181074910	2.5	24,100	(22,700)	1,400
181080910	4	38,500	(36,400)	2,100
181088910	2	19,300	(18,200)	1,100
181095910	1	9,700	(9,100)	600
181253910	1	9,700	(9,100)	600
181265910	1	9,700	(9,100)	600
181271910	3.5	33,700	(31,800)	1,900
181273910	2	19,300	(31,800)	(12,500)
181274910	1	9,700	(9,100)	600
181280910	3.5	33,700	(31,800)	1,900
181288910	2	19,300	(18,200)	1,100
181295910	1	9,700	(9,100)	600
181365910	1	9,700	(9,100)	600
181371910	1	9,700	(9,100)	600
181374910	1	9,700	(9,100)	600
181380910	1	9,700	(9,100)	600
181388910	2	19,300	(18,200)	1,100
181391910	3	28,900	(27,300)	1,600
181565910	1	9,700	(9,100)	600
181571910	1	9,700	(18,200)	(8,500)
181573910	2	19,300	(18,200)	1,100
181575910	0.5	4,900	(4,500)	400
181580910	1.5	14,500	(13,700)	800
181588910	0	-	-	-
181590910	4	38,500	(36,400)	2,100
181595910	1	9,700	(9,100)	600
181665910	1	9,700	(9,100)	600
181671910	1	9,700	(9,100)	600
181673910	0	-	(9,100)	(9,100)
181675910	0.5	4,900	(4,600)	300
181680910	1	9,700	(18,200)	(8,500)
181695910	0.5	4,900	(4,600)	300
1900100910	3.5	33,700	(34,800)	(1,100)
1900110910	6	57,700	(54,600)	3,100
1900120910	2	19,300	(27,300)	(8,000)
1900130910	5	48,100	(45,500)	2,600
1900140910	3	28,900	(27,300)	1,600

**Huron-Clinton Metropolitan Authority
2011 Retiree Health Care Trust Contribution
2011 General Fund Appropriation Transfers**

Operation Expense	Employees	2011 Contribution	Available Appropriations	Appropriation Adjustments
1900150910	4	38,500	(36,400)	2,100
190073910	1	9,700	(6,900)	2,800
190088910	1	9,700	(9,100)	600
117610900	7	67,400	(67,400)	-
130001900	16	153,900	(153,900)	-
190071910		993,800	(1,334,900)	(341,100)
Return to Reserve				300,000
		<u>\$3,000,000</u>	<u>(\$3,300,000)</u>	<u>\$ -</u>



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Gregory J. Almas, Deputy Director
Subject: August Donations (1)
Date: September 1, 2011

The following donations were received through Aug. 31, 2011:

- An \$800 donation made by Janet Reynolds-Kotz for a bench to be used at the Nature Center at Kensington Metropark.

Recommendation: That the Board of Commissioners formally accept the August 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

327 SEYMOUR
LANSING, MICHIGAN 48933(517) 371-2577
Fax (517) 482-8866
gmcarr@carrlawfirm.com

Mr. Anthony Marrocco, Chairman
Huron-Clinton Metropolitan Authority
1300 High Ridge Drive
Brighton, MI 48114-9058

September 1, 2011

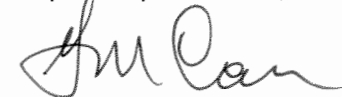
Dear Chairman Marrocco:

Both Chambers of the Michigan Legislature will return next week for a session scheduled to last until just before Thanksgiving. It will be active with the Governor's K-12 Education Reform Plan expected to take precedence along with unresolved state budget issues.

A major issue with serious potential impact to the Authority will be the proposed elimination or revision of the state's Personal Property Tax (PPT) system. Lieutenant Governor Brian Calley has begun discussions on the potential for the phased elimination of PPT and potential replacement revenue sources. This will be an approximate \$1.2 billion issue for local governments including the Authority. Early numbers indicate a total elimination of the PPT for HCMA would result in about a 10% decrease in aggregate property tax revenues per year.

The Lt. Governor is expected to outline a more defined proposal on September 19th. We have initiated contacts with both the Legislature and Governor's staff to outline the impact on HCMA as well as a need to include a replacement revenue source.

Respectfully submitted,



George M. Carr



**HURON-CLINTON METROPOLITAN AUTHORITY
AUGUST MONTHLY REPORT
FOR
BOARD OF COMMISSIONERS
SEPTEMBER 8, 2011**

Director's Comments

- Staff appreciated the opportunity to discuss the strategic plan and its action items with commissioners during the Board work session. The dialogue was very helpful and we will work on incorporating the suggestions made by Board members as we move forward with implementing the plan. We look forward to continuing the discussion of the remaining strategic plan items at the upcoming regular Board meeting.
- Provided that all commissioners are able to attend the September Board meeting, we plan on taking a formal group photo of commissioners and staff officers. We will have a professional photographer there and the photo will be done immediately following the Board meeting.
- With the continued predominantly warm, sunny weather the water facilities in the Metroparks saw heavy use. Turtle Cove even broke previous attendance records. It has been an excellent summer in terms of park visitation.
- A second intra-park system forum was conducted on Aug. 18. As with the first session, employees had many positive comments and thought the day's events/tours were well worthwhile. These tours are a good way to expose staff to the various facilities within the parks, exchange operational and maintenance practices, and generate more communication among employees.

Eastern District

Metro Beach, Stony Creek, Wolcott Mill –

Mike Lyons

- Events held at Metro Beach in August included the "summer Daze with Rosco" program held on Aug. 3 which was well attended; the 11th Annual Bash at the Beach Car Show held on Aug. 6 had 200 cars on display; the "Mind Over Matter" cycling event also held on Aug. 6 had more than 400 cyclists; and the world record holder in brick breaking Kevin "Big K" Taylor performed for patrons on Aug. 20. The Selfridge Air Show held Aug. 20 – 21 also brought in a lot of traffic.
- More than 200 hundred adults and children took part in the St. Hubert's World Youth Day Prayer Service held on Aug. 21 at the Thomas Welsh Activity Center.
- The "Living History Voyageur Encampment" held on Aug. 27 – 28 was once again successful with nearly 200 re-enactors participating.
- Events held at Stony Creek during August included the 40th Annual Stony Creek Distance Run held on Aug. 4 which had nearly 100 participants; the final Friday night concert series ending Aug. 12 with "Purdy Good" and a crowd of more than 600 people; the third Rustic Family Camping weekend held Aug. 12 – 14 had more than 45 groups registered and 187 people at the event.
- The Detroit Institute of Arts' Detroit Film Theatre along with Michigan Community Media produced two summer cinema evenings at the park on Aug. 19 and 20 on a 60-foot inflatable movie screen at Baypoint Beach. The family friendly featured films included "Eleanor's Secret" and "Mia and the Migoo."
- Other events held at Stony Creek included six weddings at the Banquet Tent, three charity walk/runs, two baptisms and a mountain bike race.
- The Ripslide at Eastwood Beach continues to be a popular attraction with excellent usage.
- Wolcott Mill Golf Course hosted its annual "Two Person Senior Scramble" on Aug. 16 with more than 100 participants.

Western District

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

Kim Jarvis

- Stormy weather during August caused power outages throughout the District. Power was lost five times during the month at Kensington, once at Indian Springs and once at Hudson Mills. Maintenance crews at all six parks spent time cleaning up tree damage and pumping water off the golf courses.
- The Huron River Clean-Up Day scheduled for Hudson Mills was cancelled this year because of high, fast-moving water that made it unsafe for volunteers to be on the river.
- Hudson Mills and AO staff continue to work with the Washtenaw County Drain Commissioner on the clean stream initiative and renewing HCMA's voluntary partnership. This long standing partnership outlines the best maintenance practices to protect streams and rivers in the park.
- Indian Springs maintenance staff has begun clearing overgrown trails on the recently acquired Schmitt Lake property.
- The annual Colonial Kensington event held Aug. 13 -14 was successful despite marginal weather with more than 1,500 patrons enjoying the two-day event.
- The 4th Annual Paul Fried Charity Ride for Crohn's and Colitis disease was held on the bike path Aug. 20; and more than 900 cyclists competed in the Elements Events Cycling race on Aug. 21.

Southern District

Lower Huron, Willow, Oakwood, Lake Erie –

Jim Pershing

- Turtle Cove exceeded its all time record of 110,773 set in 2010 with more than 114,302 swimmers for the year.
- The first Intra-Park District Forum, hosted by the Southern District, was held Aug. 3 and 18. Attendees had favorable comments about the forum and several attendees mentioned they would take information gained from the forum back to their respective parks.
- The annual "Tons of Fun" picnic was held Aug. 6 at Lake Erie. This event benefits special needs individuals and is run by the Brownstown Fire Department with additional help from the Lake Erie Operations department.
- The 3rd Annual Monster Truck event was held at Willow on Aug. 7.
- The 9th Annual Cruzin the Park Car Show and Swap Meeting was held Aug. 26 – 28 and had food, entertainment, hundreds of great cars, a cruise, muffler rapping and muffler flame throwing.

Interpretive Services –

Mike George

- Participated in the "No Child Left Inside" meeting in Lansing.
- Met with the marketing team to look at future initiatives for interpretive facilities.
- Continued involvement with "Nature Connections."

August Summaries	2011	2010
Program Totals	328	838
Program Totals (persons)	7,852	39,869
Facility Visitors	47,758	148,490
Monthly Total Use	55,610	188,359
Monthly Total Use (YTD)	1,035,507	1,242,542
Monthly Volunteer Hours	3,556	2,418

Interpretive Services (con't)

Metro Beach Nature Center

- The center was busy during the month with 37 “Summer Discovery Cruises,” the 15th Annual Voyageur Encampment on Aug. 27 - 28, public programs, summer day camps and daycare center visits.
- Provisional Interpreter Chris Becher wrote and received a grant from the Michigan Council for Arts and Cultural Affairs through the Anton Art Center for \$1,700 which helped pay for performing artists such as musicians and storytellers to help make the Voyageur encampment successful.
- Other activities staff participated in during August included meetings with Oakland County Parks and Recreation staff to develop interpretive plans, a meeting with Lake Erie Interpreter Gerry Wykes to discuss exhibits relating to the Michigan Sea Grant’s education component of the Phragmites Control grant, “Get Out and Play” meetings, animal care, general building maintenance, program preparations, creating flyers and rescuing animals.

Wolcott Mill Historic Center

- Staff took part in “Meteor Watch” and Metro Beach’s 15th Annual Voyageur Encampment.
- The center also hosted two weddings (both HCMA employees) during the month.
- A new “Artist of the Month” display was completed as was a boardwalk on Settler’s Trail.
- Staff met with representatives from the Four County Community Foundation regarding a grant for 2012.

Wolcott Mill Farm Center

- The “Read a Book” programs went well and were well attended.
- Farm staff represented the Metroparks at both the Armada Fair and the Huron Point Sportsman’s Club Heritage Days.
- The 10th Annual Julie’s Run for Cancer as held on Aug. 18 with more than 150 runners and approximately 200 spectators.
- In addition, there were several farm tours, birthday parties and pavilion rentals during the month.

Stony Creek Nature Center

- Program numbers were down in August compared to last year. However, numbers for walk-in visitors was nearly identical to last year’s numbers.
- The “Friday Night Canoe” programs did well and were all filled.
- “History Wagon Rides and Ice Cream” was the program for Senior Appreciation Day on Aug. 10. The program highlighted the creation and development of Stony Creek and the “Interurban” trolley line.
- Sixteen dedicated volunteers gave 43 hours of their time to care and feed the nature center’s animals.

Indian Springs Environmental Discovery Center

- The EDC held many day camps during the month including the “Nature Tech Day Camp” and the 4-H Eco-Challenge Camp done jointly with Oakland County 4-H.
- Insect programs, pond study, mammal skins and skulls were the most popular program topics for the month.
- Families borrowed 22 Discovery Backpacks during the month. The Pond Pack was the most popular with the Woodland Pack coming in a distant second.
- There were several sightings by staff and day-campers of a mother rattlesnake with at least eight baby rattlesnakes under a log off the edge of the “Turkeyfoot Trail” in the prairie.

Interpretive Services (con't)

Kensington Farm Center

- There were several special events at the farm in August including “Fun on the Farm” and “Farmer for a Day” programs. The “Farmer for a Day” programs are always a hit and farm staff has seen a huge increase in interest and participation. The two “Fun on the Farm” events were also well attended.
- The farm offered free hayrides for its senior visitors on the Aug. 10 Senior Appreciation Day.

Kensington Nature Center

- The main event for August was Colonial Kensington held Aug. 13 – 14 with more than 1,500 attendees.
- Staff built replacement bluebird boxes, replacing damaged structures.
- Mike Broughton was the park representative for the Huron River Clean-up day; a workday involving 187 volunteers.

Mobile Learning Center

- The MLC truck was also set up at two special events during August that included the Mac Ray Harbor on Lake St. Clair for its Kids Day event and at the Howell Melon Festival where staff visited with more than 1,000 festival attendees. In addition, MLC staff manned a tent at the SumMore Fest organized by the Southfield Parks and Recreation Department.

Hudson Mills Activity Center

- Rainy weather in August contributed to several programs being cancelled including the Huron River Clean-Up day. Staff plans to continue this program next year.
- The Ann Arbor YMCA visited four times during the month for its summer survival camp.

Oakwoods Nature Center

- Programs and revenue was up for August. In addition, the center hosted its first “girls-only” nature camp.
- The Brownstown, Huron Township and Woodhaven Police departments brought their Safety Town programs to the center.
- Staff provided programming for the Rustic Family Camping weekend at Lower Huron Aug. 12 and 13.

Lake Erie Marshlands Museum and Nature Center

- The “Lots of Lovely Lotus” walk went well. Even though the spectacular lotus beds are easily accessible for any visitor, the chance to learn some history and examine a leaf and flower in hand is unique.

Human Resources – Carol Stone

- Gary Hopp was appointed Operations Manager for Stony Creek and Thomas Knuth was appointed Operations Manager at Metro Beach.
- There were three retirements during August – Police Officers Karl Hatcher and Mike Sanders, Grounds Maintenance Specialist John Richmond.
- There is an open position for District Lieutenant in the Police department; applications are due by Sept. 9.
- There are two Park Operation Supervisor positions available, one at Stony Creek and one at Metro Beach. The positions were posted and applications were due Aug. 31.
- HR staff is currently working on updates to the Family and Medical Leave Act Policy, developing a customer service program, the 2012 budget and the wage rates for seasonal/provisional employees.

Human Resources (con't)

- Total employee count

Location	Full-Time	Provisional	Seasonal	Total	Percent
Admin Office	50	9	2	61	5.9%
Hudson Mills	21	75	14	110	10.7%
Kensington	51	114	65	230	22.3%
Lake Erie	15	47	55	117	11.4%
Lower Huron	30	63	129	222	21.6%
Metro Beach	18	23	90	131	12.7%
Stony Creek	32	82	45	159	15.4%
TOTAL	217	413	400	1,030	100.0%

Information Systems –

Nolan Clark

- Staff continues to switch over computers to the new Microsoft Exchange email system.
- Staff restored communications and T1 outages due to storms during the month.
- Requisitions have been processed requesting remaining computers in the 2011 budget.
- Staff is in the process of updating auditing software in order to audit computer hardware and software. Once the audit is completed, recommendations for replacement computers for the 2012 budget will be sent to park staff and departments.

Community Relations –

Jack Liang

- Discussions are taking place with the Detroit Regional Chamber regarding HCMA providing material for the 2012 Mackinac Policy Conference welcome packets as well as contacts with Chamber members that may be interested in Metroparks vehicle permits for their employees (Quicken Loans, Covisint) etc.
- Worked with Communications and Graphic Artist staff on the development of a new Metroparks PowerPoint. It should be completed in early September and will be shared with park management for outreach programs.
- Arranged for a September visit by REI's Midwest Outreach and Events Administrator to discuss multiple topics including support for snow-making equipment, joint lecture series (Metroparks and International Wildlife Refuge), updates regarding current HCMA education/stewardship efforts funded by REI grants, etc.

Planning –

Susan Nyquist

- Staff is diligently working to prepare cost estimates for the projects identified as having potential for Capital Improvements and Major Maintenance.
- In addition, staff work includes the development of contract documents for the play area at Eastwood Beach at Stony Creek and the extensive trail work at Hudson Mills and Dexter-Huron.

Natural Resources –

Paul Muelle

- Staff continues to work with Ducks Unlimited and the MDNR on controlling the Phragmites re-growth in the marsh at Metro Beach.
- The U.S. EPA officially awarded the Metroparks a \$1 million grant to reduce storm water impacts to the beach on Lake St. Clair by reconstructing the main parking lot at Metro Beach and redirecting the storm water to adjacent wetlands.

Natural Resources (con't) –

- Met with Macomb County Health department representatives to discuss water quality issues at Stony Creek, and in particular, the elevated E. coli levels in the several creeks near Baypoint Beach.
- Also met with the Macomb County Planning department and Six Rivers Land Conservancy to discuss potential land acquisition strategies.
- Attended meetings with MDOT to review and discuss the proposed storm water retention basin at Kensington. Staff also met several times with MDOT staff at the construction site to assess and revise the site plans in order to save trees in the area.
- Staff conducted invasive plant eradication within the Stony Creek floodplain which was funded through a grant from the MDNRE.
- Field staff continues to take advantage of the dry weather to spray invasive plant species including autumn olive, oriental bittersweet, buckthorn and black swallowwort in high quality natural areas.
- The NRC has also been busy cleaning up old dumping areas at Lower Huron and Willow Metroparks as well as continuing to remove dead and dangerous trees throughout the parks and responding to dangerous tree situations in several parks after recent in several parks after recent wind storms.
- Staff met with Washtenaw County Drain Commission representatives to work on Community Partners for Clean Stream certification for Hudson Mills, Dexter-Huron and Delhi.

Purchasing – Scott Michael

- Staff continues to review procurement processes and discuss ways and means to improve the system.
- Staff continues working on the Indian Springs liquor license. The license for Metro Beach has already been received.
- Purchase orders issued through July 2011

	MAA	SWM	MVR	RHS	JRS	GNP	Grand Total
Jan	\$65,340.00	\$38,055.99	\$35,715.74	\$900.00	\$22,703.00	\$0.00	\$162,714.73
Feb	\$370,632.35	\$5,041.56	\$70,781.58	\$44,482.60	\$29,665.70	\$0.00	\$520,603.79
Mar	\$74,192.40	\$13,426.34	\$68,824.79	\$118,127.44	\$29,694.75	\$0.00	\$304,265.72
Apr	\$2,112,715.46	\$0.00	\$76,112.25	\$102,251.58	\$2,557.58	\$0.00	\$2,293,636.87
May	\$447,281.23	\$8,035.70	\$27,648.15	\$34,512.75	\$1,018.00	\$0.00	\$518,495.83
Jun	\$35,706.00	\$0.00	\$5,654.00	\$45,536.00	\$2,046.00	\$0.00	\$88,942.00
Jul	\$19,433.00	\$0.00	\$42,317.00	\$5622.00	\$1381.00	\$0.00	\$68,753.76
Aug	\$45,000.00	\$9,017.24	\$14,173.94	\$4,100.00	\$58,616.26	\$0.00	\$130,907.44

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

Police Department – George Phifer

Metro Beach

- On Aug. 28, an “Open Carry” group held a group demonstration. “Right to Carry a Gun Openly.” Approximately 30 people participated in the event; no incidents or complaints were received during the demonstration.

Kensington

- Officers investigated four larcenies at various comfort stations throughout the park. Plumbing hardware was stolen from these locations; no suspects have been identified.

Police Department (con't)**Lower Huron**

- On Aug. 8, Officers found four subjects inside Turtle Cove after the park closed. All four subjects were issued citations for trespassing.

Communications –**Denise Semion**

- Please see separate communications and Fluency report.

Marketing –**Kassie Kretzschmar**

- Work continues on the 9/11 Michigan Remembers Tribute at Metro Beach and Lake Erie. CBS Detroit Radio (WWJ 950 Newsradio, 99.5 WYCD, 98.7 AMP Radio, 104.3 WOMC and WXYT 1270) is HCMA's promotional partner for the event. Seven Metroparks will also have monster murals posted for the public to sign over the Labor Day weekend through 9/11 honoring friends and/or family they may have lost on 9/11 and/or thank police, firefighters and military personnel. The banners will then be given to those groups and one is being sent overseas.
- Finalized a Metroparks package to sell during the holidays at local Costco locations. The program will run from October through Jan. 15, 2012 with an option to extend to March 2012.
- Met with the Monster Truck event organizer and discussed ways to make the event at Willow into a bigger motor sports event next year.
- Worked at a Business Expo in Brownstown to promote Lake Erie and made connections with local companies to help promote corporate permit sales, partnerships, etc.
- Met with a music promoter regarding concert series in the parks and other event partnerships.

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HURON-CLINTON METROPARKS MONTHLY STATISTICS
AUGUST 2011

PARK	MONTHLY VEHICLE ENTRIES		
	Current Year	Previous Year	Change
Metro Beach	56,229	71,535	-21.4%
Wolcott Mill	3,089	2,840	8.8%
Stony Creek	68,606	77,874	-11.9%
Indian Springs	13,708	15,694	-12.7%
Kensington	90,943	105,469	-13.8%
Huron Meadows	11,846	11,771	0.6%
Hudson Mills	29,662	32,607	-9.0%
Lower Huron	46,213	55,775	-17.1%
Willow	18,576	19,589	-5.2%
Oakwoods	3,613	3,745	-3.5%
Lake Erie	24,522	28,796	-14.8%
Monthly TOTALS	367,007	425,695	-13.8%

MONTHLY TOLL REVENUE		
Current Year	Previous Year	Change
\$ 97,043	\$ 130,403	-25.6%
\$ 25	\$ -	-
\$ 114,769	\$ 131,231	-12.5%
\$ 17,591	\$ 22,129	-20.5%
\$ 115,497	\$ 147,048	-21.5%
\$ 4,009	\$ 1,535	161.2%
\$ 26,607	\$ 31,902	-16.6%
\$ 82,634	\$ 108,020	-23.5%
\$ 17,600	\$ 23,166	-24.0%
\$ 1,530	\$ 1,945	-21.3%
\$ 30,137	\$ 40,629	-25.8%
\$ 507,442	\$ 638,008	-20.5%

MONTHLY TOTAL PARK REVENUE		
Current Year	Previous Year	Change
\$ 273,269	\$ 259,690	5.2%
\$ 79,276	\$ 80,999	-2.1%
\$ 288,900	\$ 297,837	-3.0%
\$ 124,082	\$ 134,347	-7.6%
\$ 351,585	\$ 413,434	-15.0%
\$ 136,242	\$ 138,991	-2.0%
\$ 118,449	\$ 130,074	-8.9%
\$ 306,934	\$ 420,955	-27.1%
\$ 124,043	\$ 179,233	-30.8%
\$ 3,268	\$ 3,315	-1.4%
\$ 216,293	\$ 245,611	-11.9%
\$ 2,022,341	\$ 2,304,486	-12.2%

PARK	Y-T-D VEHICLE ENTRIES		
	Current Year	Previous Year	Change
Metro Beach	313,054	359,273	-12.9%
Wolcott Mill	21,891	21,899	0.0%
Stony Creek	374,203	403,684	-7.3%
Indian Springs	68,774	78,078	-11.9%
Kensington	534,497	582,465	-8.2%
Huron Meadows	62,449	64,029	-2.5%
Hudson Mills	162,010	179,331	-9.7%
Lower Huron	237,670	281,845	-15.7%
Willow	124,523	153,771	-19.0%
Oakwoods	23,586	28,351	-16.8%
Lake Erie	149,297	163,628	-8.8%
Y-T-D TOTALS	2,071,954	2,316,354	-10.6%

Y-T-D TOLL REVENUE		
Current Year	Previous Year	Change
\$ 861,531	\$ 966,952	-10.9%
\$ 390	\$ 490	100%
\$ 1,166,934	\$ 1,189,620	-1.9%
\$ 161,738	\$ 189,708	-14.7%
\$ 1,157,492	\$ 1,230,619	-5.9%
\$ 32,484	\$ 27,820	16.8%
\$ 290,306	\$ 310,069	-6.4%
\$ 427,083	\$ 444,056	-3.8%
\$ 183,000	\$ 202,068	-9.4%
\$ 25,445	\$ 30,710	-17.1%
\$ 350,184	\$ 386,122	-9.3%
\$ 4,656,587	\$ 4,978,234	-6.5%

Y-T-D TOTAL PARK REVENUE		
Current Year	Previous Year	Change
\$ 1,433,775	\$ 1,498,767	-4.3%
\$ 328,596	\$ 362,981	-9.5%
\$ 2,112,129	\$ 2,126,682	-0.7%
\$ 624,175	\$ 687,908	-9.3%
\$ 2,269,452	\$ 2,413,470	-6.0%
\$ 595,633	\$ 634,577	-6.1%
\$ 729,077	\$ 796,659	-8.5%
\$ 1,439,925	\$ 1,417,547	1.6%
\$ 637,451	\$ 875,353	-27.2%
\$ 37,860	\$ 41,572	-8.9%
\$ 1,349,284	\$ 1,363,619	-1.1%
\$ 11,557,356	\$ 12,219,135	-5.4%

	Y-T-D Vehicle Entries by Management Unit		
Eastern District			
Metro Beach			
Stony Creek	709,148	784,856	-9.6%
Wolcott Mill			
Western District			
Kensington			
Indian Springs			
Hudson Mills	827,730	903,903	-8.4%
Huron Meadows			
Southern District			
Lower Huron			
Willow			
Oakwoods	535,076	627,595	-14.7%
Lake Erie			

Y-T-D Toll Revenue by Management Unit		
\$ 2,028,855	\$ 2,157,062	-5.9%
\$ 1,642,020	\$ 1,758,216	-6.6%
\$ 985,712	\$ 1,062,956	-7.3%

Y-T-D Total Revenue by Management Unit		
\$ 3,874,500	\$ 3,988,430	-2.9%
\$ 4,218,336	\$ 4,532,614	-6.9%
\$ 3,464,520	\$ 3,698,091	-6.3%

ACTIVITY REPORT - GOLF

GOLF COURSE	MONTHLY ROUNDS		
	Current Year	Previous	Change
Wolcott Mill	3,532	3,718	-5.0%
Stony Creek	6,326	6,294	0.5%
Indian Springs	4,731	4,477	5.7%
Kensington	5,694	7,249	-21.5%
Huron Meadows	5,024	4,880	3.0%
Hudson Mills	3,598	3,451	4.3%
Willow	3,605	4,739	-23.9%
Lake Erie	4,785	4,073	17.5%
Regulation Subtotal	37,295	38,881	-4.1%
MB Par 3	2,952	3,577	-17.5%
L. Huron Par 3	1,407	1,721	-18.2%
TOTALS	41,654	44,179	-5.7%

ROUNDS Y-T-D		
Current Year	Previous Year	Change
12,051	14,768	-18.4%
23,722	25,832	-8.2%
17,380	18,061	-3.8%
22,692	31,377	-27.7%
19,417	20,844	-6.8%
12,770	14,098	-9.4%
12,195	18,530	-34.2%
18,319	17,651	3.8%
138,546	161,161	-14.0%
10,415	13,360	-22.0%
4,891	6,777	-27.8%
153,852	181,298	-15.1%

GOLF REVENUE Y-T-D		
Current Year	Previous Year	Change
\$ 234,726	\$ 296,274	-20.8%
\$ 573,689	\$ 618,282	-7.2%
\$ 400,962	\$ 433,191	-7.4%
\$ 500,971	\$ 597,897	-16.2%
\$ 465,063	\$ 509,797	-8.8%
\$ 269,694	\$ 305,859	-11.8%
\$ 246,999	\$ 434,921	-43.2%
\$ 388,978	\$ 386,672	0.6%
\$ 3,081,082	\$ 3,582,893	-14.0%
\$ 53,161	\$ 67,057	-20.7%
\$ 24,679	\$ 34,712	-28.9%
\$ 3,158,922	\$ 3,684,662	-14.3%

ACTIVITY REPORT - INTERPRETIVE FACILITIES

FACILITY	MONTHLY PERSONS SERVED		
	Current Year	Previous	Change
Metro Beach	33,226	26,612	24.9%
Wolcott Mill	3,280	2,909	12.8%
Wolcott Farm	20,957	21,988	-4.7%
Stony Creek	19,448	19,904	-2.3%
Indian Springs EDC*	7,764	7,651	NA
Kensington NC	30,488	35,285	-13.6%
Kensington Farm	36,578	35,999	1.6%
Hudson Mills	3,987	3,894	2.4%
Oakwoods	13,208	12,852	2.8%
LEMP Museum	13,174	13,604	-3.2%
Mobile Unit	1,837	806	127.9%
TOTALS	183,947	196,010	-6.2%

Y-T-D PERSONS SERVED		
Current Year	Previous Year	Change
135,305	120,411	12.4%
23,277	21,671	7.4%
60,389	63,517	-4.9%
156,755	183,946	-14.8%
67,464	47,822	NA
210,749	229,582	-8.2%
259,389	272,007	-4.6%
31,943	31,761	0.6%
93,121	89,264	4.3%
105,854	109,848	-3.6%
19,598	19,570	0.1%
1,163,844	1,288,164	-9.7%

REVENUE Y-T-D		
Current Year	Previous Year	Change
\$ 9,910	\$ 9,179	8.0%
\$ 4,895	\$ 2,828	73.1%
\$ 61,262	\$ 39,061	56.8%
\$ 20,070	\$ 15,081	33.1%
\$ 19,687	\$ 11,891	NA
\$ 11,819	\$ 11,778	0.3%
\$ 54,014	\$ 45,859	17.8%
\$ 9,666	\$ 5,619	72.0%
\$ 12,131	\$ 9,997	21.3%
\$ 5,290	\$ 5,572	-5.1%
\$ 10,733	\$ 8,418	27.5%
\$ 219,477	\$ 173,336	26.6%

* Combined Indian Springs Nature Center and Environmental Discovery Center Statistics

ACTIVITY REPORT - FINAL SUMMER ACTIVITIES

SWIMMING	PATRONS		
	Current Year	Previous	Change
Metro Beach	10,154	15,384	-34.0%
KMP Splash-Blast	12,053	19,918	-39.5%
Lower Huron	25,521	35,918	-28.9%
Willow	4,261	5,719	-25.5%
Lake Erie	5,858	11,158	-47.5%
TOTALS	57,847	88,097	-34.3%

PATRONS Y-T-D		
Current Year	Previous Year	Change
60,058	58,842	2.1%
58,901	59,225	-0.5%
116,042	108,928	6.5%
23,669	21,258	11.3%
42,600	47,109	-9.6%
301,270	295,362	2.0%

REVENUE Y-T-D		
Current Year	Previous Year	Change
\$ 174,202	\$ 173,133	0.6%
\$ 196,248	\$ 196,745	-0.3%
\$ 769,365	\$ 726,428	5.9%
\$ 79,696	\$ 76,485	4.2%
\$ 250,526	\$ 230,716	8.6%
\$ 1,470,037	\$ 1,403,507	4.7%

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	990	902	+ 88
	Totals by Activity		
	Current Year	Previous Year	Change
XC Skiers	0	0	-
Ice Skaters	0	0	-
Sledders	0	0	-
Ice Fishermen	990	902	+ 88

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
0	0	-
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
4,987	6,847	-1,860
	Totals by Activity Y-T-D	
Current Year	Previous Year	Change
16,841	13,819	+ 3022
4,557	5,278	(721.00)
22,735	22,682	+ 53
15,827	16,951	(1124.00)

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)
1,105	1,355	(250.00)
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
6,397	8,277	-1,880
	Totals by Activity 2008-09 Season	
Current Year	Previous Year	Change
33,581	24,847	+ 8734
11,254	7,314	+ 3940
53,496	34,840	+ 18656
28,918	28,358	+ 560

HURON-CLINTON METROPARKS MONTHLY STATISTICS

AUGUST 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	12	24	(12)	69	98	(29)	\$ 39,325	\$ 36,325	\$3,000
Picnic Reservations	153	145	+ 8	465	466	(1)	\$ 55,855	\$ 61,475	(\$5,620)
Boat Launches	1,173	1,634	(461)	5,335	7,341	(2,006)	NA	NA	NA
Marina	750	1,123	(373)	2,894	3,601	(707)	\$ 36,575	\$ 60,739	(\$24,164)
Mini-Golf	3,646	4,522	(876)	12,417	13,683	(1,266)	\$ 30,420	\$ 33,194	(\$2,774)
Stony Creek									
Disc Golf ¹	NA	NA	NA	NA	NA	NA	\$ 39,748	\$ 43,964	
Picnic Reservations	27	27	0	407	354	+ 53	\$ 61,000	\$ 53,050	\$7,950
Boat Rental	3,405	4,559	(1,154)	16,169	16,340	(171)	\$ 134,931	\$ 113,726	\$21,205
Boat Launches	479	601	(122)	1,931	2,536	(605)	NA	NA	NA
Indian Springs									
Picnic Reservations	3	6	(3)	52	57	(5)	\$ 7,800	\$ 8,550	(\$750)
EDC Event Room	4	8	(4)	19	34	(15)	\$ 27,708	\$ 31,952	(\$4,244)
Kensington									
Disc Golf Daily	4,220	4,630	(410)	20,714	23,290	(2,576)	\$ 41,428	\$ 46,580	(\$5,152)
Disc Golf Annual	1	0	+ 1	110	123	(13)	\$ 5,445	\$ 11,529	(\$6,084)
Disc Golf Fees							\$ 46,873	\$ 58,109	(\$11,236)
Picnic Reservations	47	39	+ 8	414	397	+ 17	\$ 62,100	\$ 59,745	\$2,355
Boat Rental	2,671	3,778	(1,107)	12,372	12,336	+ 36	\$ 141,685	\$ 112,522	\$29,163
Huron Meadows									
Picnic Reservations	0	2	(2)	28	35	(7)	\$ 4,200	\$ 5,250	(\$1,050)
Boat Rental	67	93	(26)	299	408	(109)	\$ 5,450	\$ 4,694	\$756
Hudson Mills									
Disc Golf Daily	2,201	2,842	(641)	12,548	15,807	(3,259)	\$ 25,096	\$ 31,614	(\$6,518)
Disc Golf Annual	0	3	(3)	165	205	(40)	\$ 7,990	\$ 10,030	(\$2,040)
Disc Golf Fees							\$ 33,086	\$ 41,644	(\$8,558)
Picnic Reservations	16	16	0	137	162	(25)	\$ 21,600	\$ 24,300	(\$2,700)
Canoe Rental ³	1,575	1,897	(322)	4,405	4,801	(396)	\$ 17,161	\$ 21,552	(\$4,391)
Lower Huron / Willow / Oakwoods									
Picnic Reservations	23	39	(16)	328	342	(14)	\$ 49,300	\$ 51,250	(\$1,950)
Lake Erie									
Picnic Reservations	7	8		97	104		\$ 15,100	\$ 15,450	(\$350)
Boat Launches	3,083	2,614	+ 469	13,676	15,910	(2,234)	NA	NA	NA
Marina	NA	NA	NA	NA	NA	NA	\$ 162,930	\$ 164,396	(\$1,466)

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.

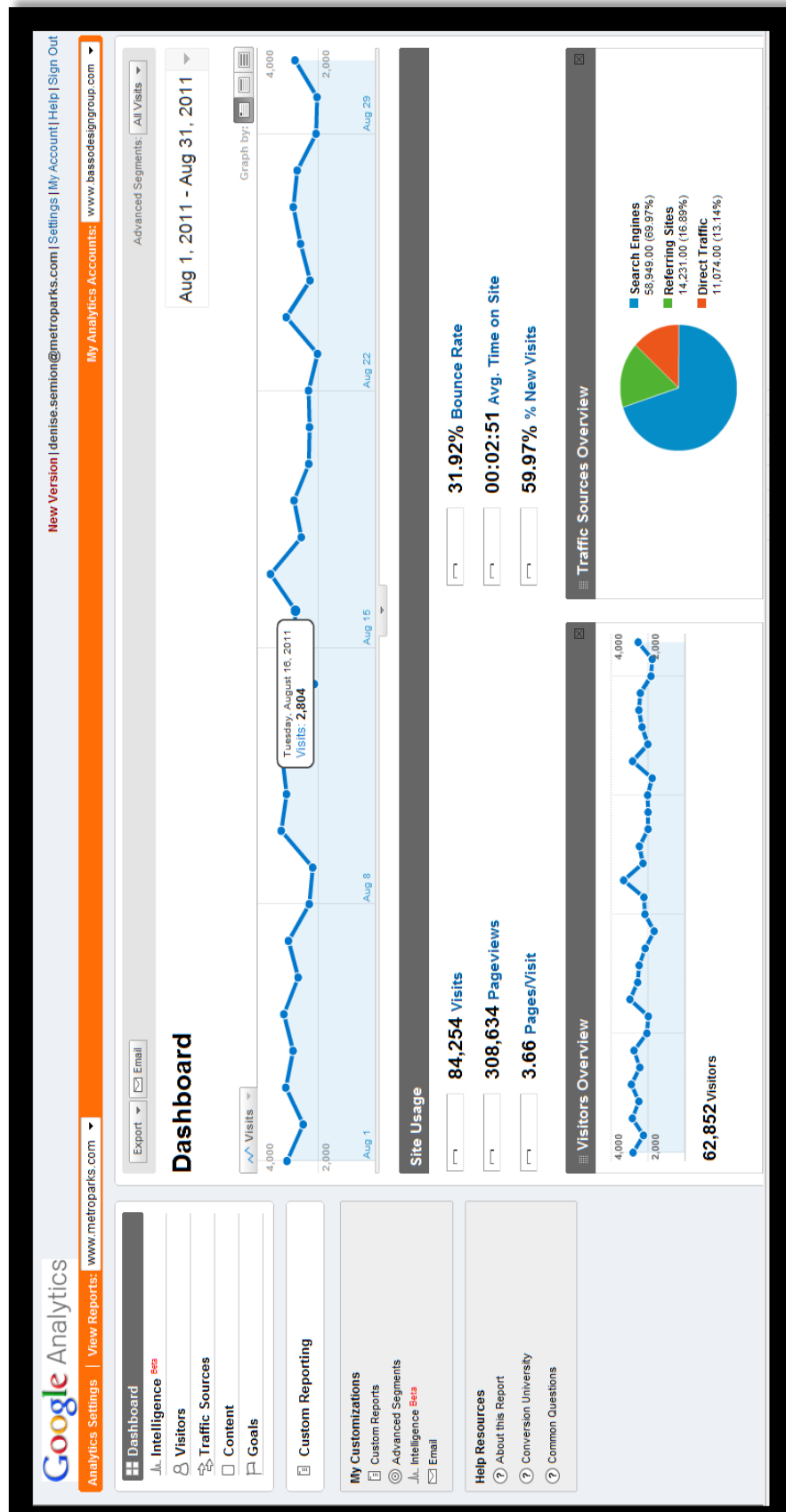
August 2011 Marketing Report

Sum of Cost			
Activity Type	Activity	Park (8XX)	Total
Advertising	Valpak - Golf Advertising	Hudson Mills	212.50
		Huron Meadows	212.50
		Indian Springs	212.50
		Kensington	212.50
		Lake Erie	212.50
		Stony Creek	212.50
		Willow	212.50
		Wolcott Mill	212.50
	Cumulus Radio Golf Promotion	Hudson Mills	
Advertising Total			1,700.00
e-Mail	Eblast list 7427 new contacts added. Total of 39850 on list	AO	
	Weekly email to golf with special rate at Hudson Mills	Hudson Mills	
e-Mail Total			
Interpretive	MLC promoted Metroparks during Kid's Day Event at MacRay Harbour on Lake St. Clair	Kensington	
	MLC promoted Metroparks during the Howell Melon Fest	Kensington	
	MLC promoted Metroparks during SumMore Fest hosted by the City of Southfield	Kensington	
	Interpreter presented an Owl Prowl program to 23 people at Curtis Park, part of Saline Parks and Recreation Department	Hudson Mills	
	Interpreter promoted Metroparks at the St. Clair Shores 2nd Annual Green Fair hosted by the City of St. Clair Shores Parks and Recreation Department	Metro Beach	
	Farm staff promoted Metroparks at 139th Annual Armada Fair	Wolcott Mill	
	Farm staff promoted Metroparks at Huron Pointe Sportsmen's Association 16th Annual Heritage Days	Wolcott Mill	212.50
Interpretive Total			212.50
Miscellaneous	Photography	AO	800.00
	2011 Fall newsletter	AO	2,000.00
Miscellaneous Total			2,800.00
News Release	Discovery Cruises Metro Beach	Metro Beach	
	Try Yoga at Stony Creek Metropark	Stony Creek	
	Try Yoga at Metro Beach Metropark	Metro Beach	
	Annual Boating & Outdoor Festival	Metro Beach	
	Fun on \$20 this Labor Day Weekend	AO	
	Huron-Clinton Metroparks name three park operations managers	Kensington Metro Beach Stony Creek	
	Kayakers and Canoeists paddle to victory at Kensington Metropark	Kensington	
	Visit the Voyageurs along the lake at Metro Beach Metropark	Metro Beach	
	Colonial times come alive at Kensington Metropark	Kensington	
	Car show cruzin' at Lower Huron Metropark	Lower Huron	
	American Lotus starting to bloom at Lake Erie Metropark	Lake Erie	
	Ford lovers: Cruise to Metro Beach for this show	Metro Beach	
	See the Brick Breaking Challenge at Metro Beach Metropark	Metro Beach	
	Ride in a Monster Truck at Willow Metropark	Willow	
	I-96 Construction Project to Close Trail, River Passage between Kensington Metropark and Island Lake State Recreation Area	Kensington	
	Music, Dancing at Metro Beach Metropark	Metro Beach	
	Hudson Mills Metropark's Singing Tollbooth Operator Creates a Song Celebrating the Metroparks	Hudson Mills	
	Senior Golf Tournament – Two Person Scramble	Wolcott Mill	
	Appreciation Day celebrates seniors at the Metroparks	AO	
			133 of 139

August 2011 Marketing Report

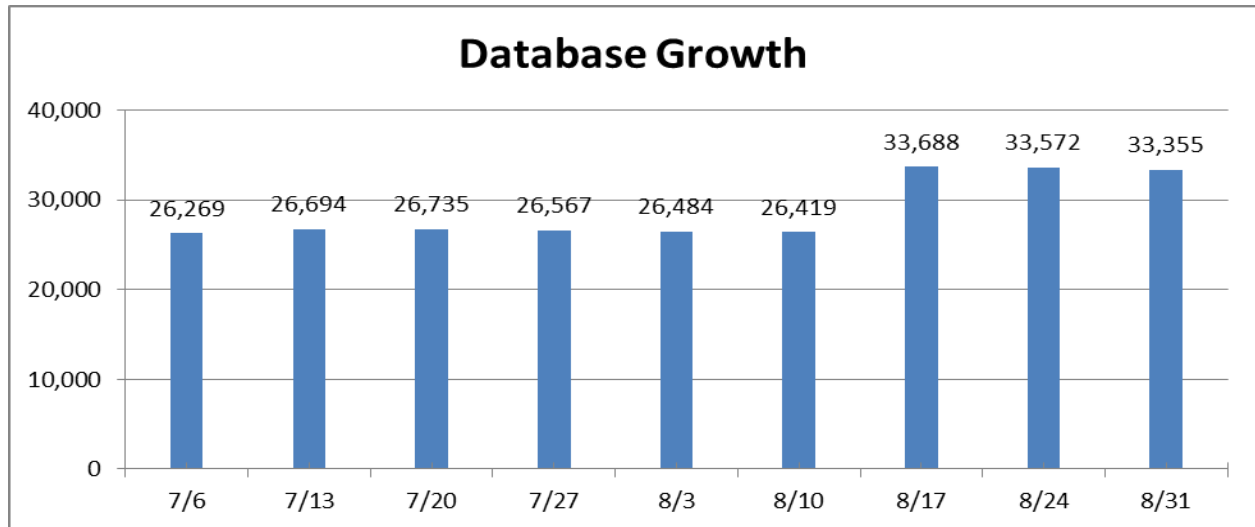
News Release	Longtime golfers celebrate 50 years at Kensington Metropark	Kensington	
News Release Total			
news story	Livingston Daily article on Colonial Kensington	Kensington	
	Livingston Daily and Hometownlife.com article "Endangered bloom thrives in Kensington's Kent Lake"	Kensington	
	Hometownlife.com article "Golfing buddies celebrate 50 years at Kensington"	Kensington	
	Livingston Daily and Brighton Patch articles on fish die-off linked to new virus	Kensington	
	The Macomb Daily "Lakefront parking areas to be made green" article on Metro Beach's parking lot renovation to reduce pollution	Metro Beach	
	Free Press "Day cruises explore Lake St. Clair history, mysteries" and Macomb Daily "Discovery Cruises dive into Lake St. Clair lore" articles on Discovery Cruises at Metro Beach	Metro Beach	
news story Total			
Online Store	Online store generated \$503 in sales, with 10 annual permits, 1 HCMA/Oakland County Joint Permit and \$205 in Gift Cards sold.	AO	
Online Store Total			
Print Materials	League golf coupon	Hudson Mills	21.87
		Huron Meadows	21.87
		Indian Springs	21.87
		Kensington	21.91
		Lake Erie	21.87
		Stony Creek	21.87
		Willow	21.87
		Wolcott Mill	21.87
	Splash 'n' Blast Coupon	Kensington	145.00
Print Materials Total			320.00
Grand Total			5,032.50

Google Analytics

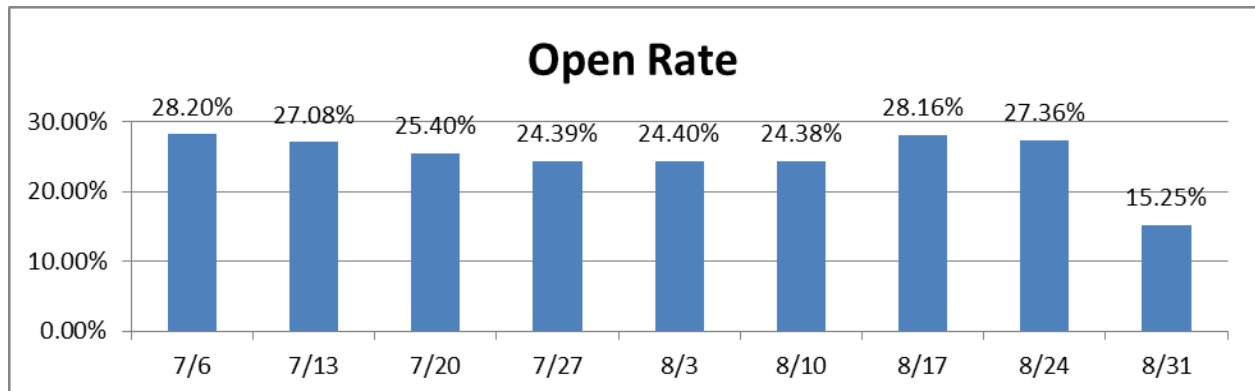


**Huron-Clinton Metroparks
August 2011 Email Marketing Report**

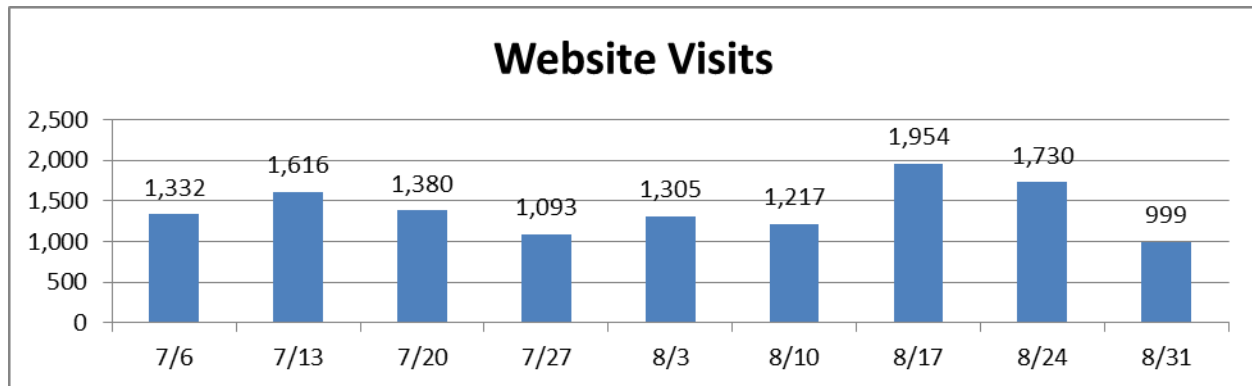
Send Date	7/6	7/13	7/20	7/27	8/3	8/10	8/17	8/24	8/31
Send Counts	26,269	26,694	26,735	26,567	26,484	26,419	33,688	33,572	33,355



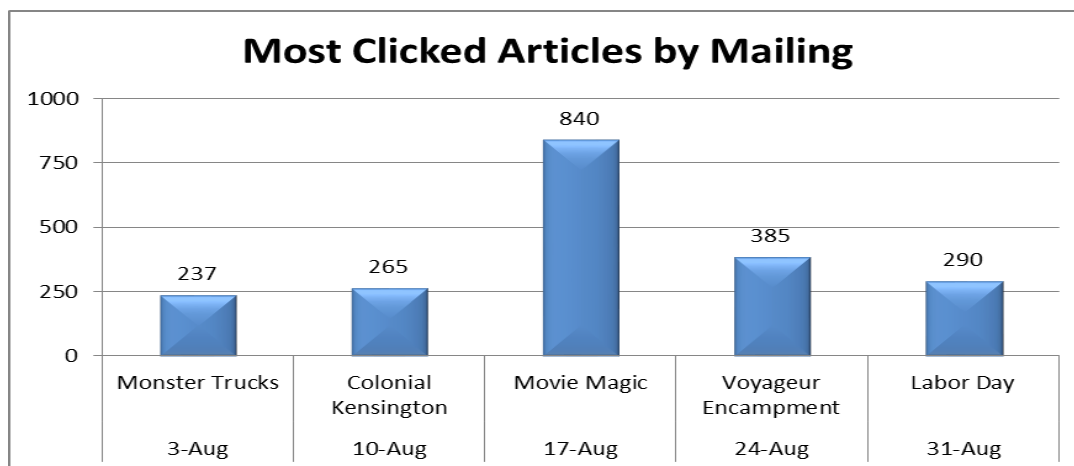
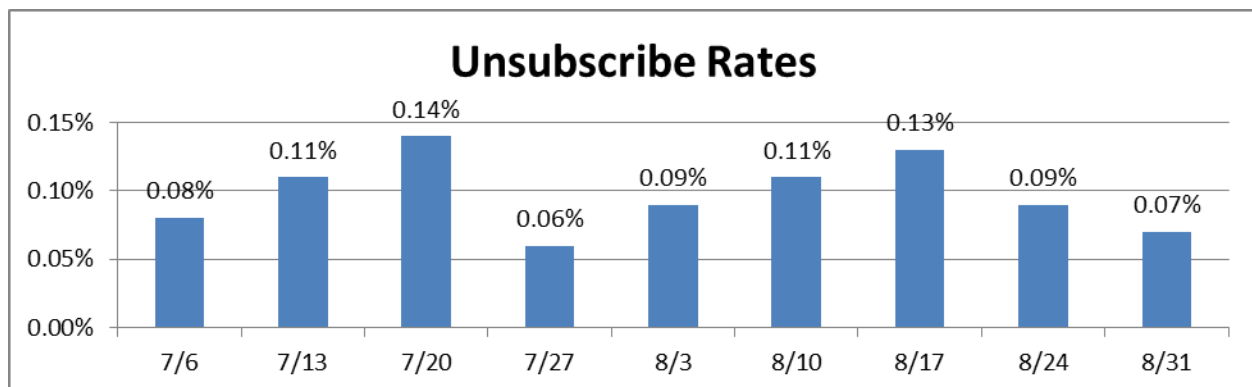
Send Date	7/6	7/13	7/20	7/27	8/3	8/10	8/17	8/24	8/31
Open Rate	28.20%	27.08%	25.40%	24.39%	24.40%	24.38%	28.16%	27.36%	15.25%



Send Date	7/6	7/13	7/20	7/27	8/3	8/10	8/17	8/24	8/31
Site Visits	1,332	1,616	1,380	1,093	1,305	1,217	1,954	1,730	999



Send Date	7/6	7/13	7/20	7/27	8/3	8/10	8/17	8/24	8/31
Unsubscribe Rates	0.08%	0.11%	0.14%	0.06%	0.09%	0.11%	0.13%	0.09%	0.07%



It should be noted that the 8/31 figures are lower than average as that campaign was only sent yesterday afternoon. Updated figures will be reflected in the September monthly report.

The open rate was the focus of this month's A/B/C test, conducted on 8/17. The test featured three distinct subject line copy directions:

<u>Subject Lines</u>	<u>Open Rate</u>
<i>Join us for great summer events and activities at your local Metropark!</i>	26.2%
<i>You are invited to movie night at a Metropark!</i>	31.8%
<i>Are you in search of some outdoor summer fun?</i>	26.4%

Not only did the movie-event focused subject line produce the highest open rate, it also **drove 66% more visits to Metroparks.com**.

<u>Subject Lines</u>	<u>Website Visits</u>
<i>Join us for great summer events and activities at your local Metropark!</i>	525
<i>You are invited to movie night at a Metropark!</i>	892
<i>Are you in search of some outdoor summer fun?</i>	537

Because of the effectiveness of the method, we recommend continuing to highlight specific events in future subject lines.

Additional Recommendations:

Continue the current rate of email sending frequency, as the unsubscribe rate remains very low and you are generating much more traffic to your web properties.

Ensure that the new contacts are uploaded prior to every mailing – the elapsed time between opt-in and first contact is **critical to customer response and engagement**.

Redesign and optimize the call-to-action email sign-up button on Metroparks.com to increase new email signups (Fluency can assist, as needed).

Events that have proved to be particularly popular, such as movies in the park, would make for great self-serve emails that are focused on that single event.