

UPDATED AGENDA
Huron-Clinton Metropolitan Authority
Board of Commissioners Meeting
May 10, 2012, 10:30 a.m.
Lake St. Clair Metropark – Thomas S. Welsh Activity Center

1. Chairman's Statement
2. Public Participation
3. Minutes –
 - A. Regular Meeting – April 12, 2012
 - B. Closed Session – April 12, 2012
4. Financial Statements
 - A. 2011 Audited Financial Statements (Rehmann Robson) *Separate Attachment* (pg. 1)
 - B. April 2012 Financial Statements
5. Vouchers – April 2012
6. Purchases
 - A. Food Services Concessionaire Contract – Lake St. Clair (pg. 3)
 - B. Broom Tractor – Lake St. Clair (pg. 5)
 - C. All Terrain Vehicles (two) – Lake St. Clair (pg. 7)
 - D. Cab and Chassis (two) – Eastern District (pg. 9)
 - E. Pick-Up Truck – Stony Creek (pg. 11)
 - F. Beach Cleaner – Kensington (pg. 13)
 - G. Transport Vehicles (two) – Western District (pg. 15)
 - H. Sport Utility Vehicles (two) – Field Engineers/Administrative Office (pg. 17)
7. Reports
 - A. Lake St. Clair
 1. Approval – Michigan Boating Industry Association Request (pg. 19)
 2. GLRI Grant Report – Parking Lot Phase II (pg. 23)
 - B. Indian Springs
 1. Proposal – Oil and Gas Lease (pg. 25)
 - C. Kensington
 1. Agreement - Heavner Canoe Rental (pg. 53)
 - D. Huron Meadows
 1. Proposal – Architectural Consultant Services, Park Maintenance Bldg. (pg. 63)
 - E. Hudson Mills
 1. Approval – Supplemental Appropriations Adjustment, Golf Course (pg. 65)

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7. Reports
 - F. Administrative Office
 1. Approval – Early Retirement Window Pension Plan Amendment (pg. 71)
 2. Approval – U.S. Steel/Wayne County Tax Refund Agreement (pg. 75)
 3. Report – Department of Homeland Security’s Operation Stonegarden Grant Program (OPSG) (pg. 91)
 4. Approval – Procurement Card Program (pg. 101)
 5. Approval – New Summer and Fall 2012 Events (pg. 121)
 6. Donations (pg. 125)
 7. Report – Legislative (pg. 127)
8. Closed Session –
 - A. To consult with attorney regarding pending litigation – *Section 8(e) of the Michigan Open Meetings Act. M.C.L. 15.268 (e).*
 - B. *To consider a written legal opinion from outside counsel within the Attorney-Client privilege – Section 8(h) of the Michigan Open Meetings Act. M.C.L. 15.268(h).*
9. Employment Matters
10. Report – Lake St. Clair Metropark
11. Director’s Comments
12. Commissioners’ Comments
13. Motion to Adjourn

A Pension Committee meeting will take place ***prior*** to the May 10 Board meeting at 9:00 a.m. at the Thomas Welsh Activity Center at Lake St. Clair Metropark with a Retiree Health Care Trust meeting immediately following the Pension Committee meeting.

The next regular Board of Commissioners meeting will be held on Thursday, June 7, 2012 at 10:30 a.m. at the Nature Center at Kensington Metropark.

The Kensington Golf Course Clubhouse dedication immediately follows the June Board meeting.



HURON-CLINTON METROPOLITAN AUTHORITY

4 - A
Meeting of May 10, 2012

To: Board of Commissioners
From: David L. Wahl, Controller
Subject: 2011 Audited Financial Statements
Date: May 2, 2012

The Authority's auditing firm, Rehmann Robson, has completed their audit of Authority accounting records, pension plan, retiree health care trust and related financial statements for 2011. Together with Rehmann Robson's Audited Financial Statements, we compiled the Authority's 2011 Comprehensive Annual Financial Report, which is enclosed for your review.

Once again, we are pleased to report that Rehmann Robson has issued an unqualified opinion (pg. 17-18), meaning the Audited Financial Statements present fairly the financial position of the governmental activities and each major fund of the Authority as of December 31, 2011 in conformity with generally accepted accounting principles. Rehmann Robson conducted their audit following generally accepted auditing standards in order for them to obtain reasonable assurance that the Authority's financial statements are free of any material misstatements.

As reflected on the Balance Sheet (pg. 33), the Authority's total net assets at \$229,066,000 increased by \$853,000 from 2010 as a result of a net increase in capital assets. The Fund Balance section of the Balance Sheet has been changed to comply with the new reporting classifications of GASB Statement #54. Total General Fund Balance is reported at \$31,862,000, an increase of \$781,000. "Committed" for capital encumbrances, capital appropriations and loss contingencies (insurance reserve) at the end of 2011 is \$13,432,000, versus \$16,602,000 at the end of 2010. The "unassigned" fund balance stands at \$18,201,000 at year end 2011, compared to \$14,255,000 at year end 2010. This \$3,946,000 (28 percent) increase continues the Authority's Five Year Plan goal of building up the Reserve account to position the Authority to address the cumulative impact of future tax revenue declines. The "unassigned" fund balance of \$18.2 million represents 40 percent of total 2011 expenditures of \$44.9 million. On the Statement of Revenues and Expenditures, it shows 2011 General Fund expenditures at \$44,946,000 against revenues of \$45,727,000, producing a surplus of \$781,000.

There were no audit adjustments required to HCMA's final year-end numbers that were presented to the Board of Commissioners in February 2012. The Report on Internal Control over Financial Reporting (pg. 93) noted no deficiencies in internal controls that were considered a material weakness.

The Authority intends to submit this 2011 Comprehensive Annual Financial Report (CAFR) to the Government Finance Officers Association Certificate of Excellence in Financial Reporting program. The Authority has received a Certificate of Achievement for the last ten years and we believe this 2011 report will continue to conform to the program requirements. This achievement would not be possible without the dedicated work efforts of the entire Controller's Department.

The 2011 Audited Financial Statements will be reviewed with the Board of Commissioners by Mr. Mark Tschirhart and Ms. Tracey Kasperek at the May 10, 2012 meeting. A review meeting was held with Commission Treasurer McCulloch.

Attachment: Huron-Clinton Metropolitan Authority 2011 Comprehensive Annual Financial Report

Recommendation: That the Board of Commissioners accept the 2011 Audited Financial Statements as recommended by Controller Wahl and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Janice Schlitters, C.P.P.B., Food Service Administrator
 Project No: RFP-12-003
 Project Title: Food Services Concessionaire Contract
 Location: Lake St. Clair Metropark, Macomb County
 Date: May 3, 2012

Bids Opened: Thursday, March 29, 2012 at 2:00 p.m.

Scope of Work: Provide and operate quality services for the operation of food concessions, catering and vending sales at Lake St. Clair Metropark. The current food service contract with Advantage Food Management expires Dec. 31, 2012. The proposal was issued allowing for a split award if deemed to be in the best interest of the Authority.

A conference was held on March 6, open to all parties interested in submitting a proposal to answer any questions and to help clarify terms or conditions of the proposals. All parties submitting a proposal were required to make a site visit to each facility.

Proposals were due March 29 and three (3) proposals were received from Kosch Hospitality, Soprano's Catering and Advantage Foods. Copies of the proposals were distributed to members of the evaluation committee consisting of Park and Administrative staff.

Based on the quality of the proposal, qualifications, experience and proposal commission structure, Kosch Hospitality Services has been selected as the recommended food service provider.

	Kosch Hospitality Rochester Hills, MI	Soprano's Catering Roseville, MI	Advantage Foods Clinton Township, MI
Catering	20%	18%	10%*
Alcohol	20%	13.5%	10%*
Concessions	10%		15%*
• Soft Serve Ice Cream			10%*
• Mobile			10%*
Vending	10%		10%*
Percentage Net Profit	33%	None	None

The percentage is based on gross sales.

NOTE:

- *The bid submitted by Advantage Foods was for a total award and Advantage Foods was not willing to split their proposal, stating that it was for the total contract, catering, vending and concessions operations.
- The bid by Kosch Hospitality was for either catering and/or concession operations.
- The bid by Soprano's Catering was for only the catering portion of the contract.

Based on estimated 2013 revenue, the percentages bid would net the following dollar amount to the Metroparks.

	<u>Revenue</u>	<u>Advantage</u>	<u>Soprano's</u>	<u>Kosch</u>
Concessions		15%	-	10%
	\$100,000.00	\$15,000.00	-	\$10,000.00
Mobile, Vending, Special Events		10%	-	10%
	\$100,000.00	\$10,000.00	-	\$10,000.00
Total Concessions, etc.		\$25,000.00	\$0.00	\$20,000.00
Catering		10%	18%	20%
	\$160,000.00	\$16,000.00	\$28,800.00	\$32,000.00
Alcohol		10%	13.50%	20%
	\$40,000.00	\$4,000.00	\$5,400.00	\$8,000.00
Total Catering		\$20,000.00	\$34,200.00	\$40,000.00
Net Profit Share				33%*
Grand Total		\$45,000.00		\$60,000.00

*No amount was calculated for net profit in 2013 due to necessary investment in equipment for the food service facility by the concessionaire.

The Request for Proposal was advertised on Michigan Intergovernmental Trade Network (MITN) regional bid notification system. The Request for Proposal was also advertised in Crain's Detroit Business and on the Authority's website.

Recommendation: That the Board of Commissioners award RFP-12-003 to Kosch Hospitality for a five-year contract period beginning January 1, 2013 as per the proposal dated March 29, 2012 as recommended by Food Service Administrator Janice Schlitters, C.P.P.B. and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Janice Schlitters, C.P.P.B., Food Service Administrator
 Project No: ITB-12-012
 Project Title: Tractor with Cab and Broom
 Location: Lake St. Clair Metropark, Macomb County
 Date: May 3, 2012

Bids Opened: Wednesday, April 18, 2012 at 2:00 p.m.

Scope of Work: Furnish and deliver a tractor with cab and broom to be used in the park for trail clean-up.

<u>Vendor</u>	<u>City</u>	<u>Amount</u>
Bader and Sons Co.	Tecumseh, MI	\$45,906.92
Weingartz Supply	Farmington Hills, MI	\$46,670.00
D&G Equipment	Howell, MI	\$47,989.08

Note: This replaces a 2003 John Deere Tractor with broom which will be transferred to Hudson Mills Metropark to replace a 1995 Kubota tractor which is undersized.

THIS INVITATION TO BID WAS POSTED ON MICHIGAN INTER GOVERNMENTAL WEBSITE AND WAS SENT TO 88 REGISTERED SUPPLIERS.

Recommendation: That the Board of Commissioners award ITB-12-012 to the low responsive, responsible bidder, Bader and Sons Co. in the amount of \$45,906.92 as recommended by Food Service Administrator Janice Schlitters, C.P.P.B. and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Ron Smith, Buyer
 Project No.: MQ-12-019
 Project Title: All Terrain Vehicles (two)
 Location: Lake St. Clair Metropark
 Date: May 3, 2012

Bids Opened: Monday, April 30, 2012 at 2:00 p.m.

Scope of Work: Furnish and deliver two (2) ATV's for use by the police department at Lake St. Clair Metropark.

<u>Vendor</u>	<u>City</u>	<u>Amount</u>
Nicholson Enterprises	Ann Arbor, MI	\$6,437 - \$12,854
C & C Sports	Brighton, MI	\$7,011 - \$14,022
Madalyn's Contracting, LLC	Royal Oak, MI	\$8,875 - \$17,750

Note: ATV's will be purchased by a \$13,000 reimbursement grant from the 2009 Department of Homeland Security's Operation Stonegarden Grant Program.

Quotations were requested from three suppliers.

Recommendation: That the Board of Commissioners award to the low responsive, responsible bidder, Nicholson Enterprises in the amount of \$12,854 as recommended by Buyer Smith and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

6-D
Meeting of May 10, 2012

To: Board of Commissioners
From: Janice Schlitters, C.P.P.B., Food Service Administrator
Project Title: Cab and Chassis, Two Each
Location: Lake St. Clair and Stony Creek Metroparks, Macomb County
Date: May 3, 2012

Scope of Work: Furnish and deliver two (2) each cab and chassis units, 19,000 GVW to be outfitted with a hook lift for the grounds and building maintenance departments at Lake St. Clair and Stony Creek Metroparks.

<u>Vendor</u>	<u>City</u>	<u>Amount</u>	<u>Contract</u>
Signature Ford	Owosso, MI	\$39,585 - \$79,170	Macomb County

Notes: This cab and chassis hook lift truck can accommodate multiple items including a dump body, flat bed, salt spreader, snow plow and sprayer. Use of this multi-purpose truck will allow for cleaning shelters and facilities; spreading salt; snow plowing and applying liquids for ice control at Lake St. Clair and Stony Creek Metropark.

The unit for Lake St. Clair Metropark replaces a 1992 dump truck with a chipper box. This truck will be repositioned in our fleet.

The truck purchase for Stony Creek replaces a 2000 dump truck used for snow removal. This smaller cab and chassis outfitted with the hook lift will be able to perform as a multi-function unit, sharing some interchangeable components with the one at Lake St. Clair Metropark.

Recommendation: That the Board of Commissioners award to the low responsive, responsible bidder, Signature Ford, as per the Macomb County Contract, in the amount of \$79,170.00 as recommended by Food Service Administrator Janice Schlitters, C.P.P.B. and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

6-E
Meeting of May 10, 2012

To: Board of Commissioners
From: Janice Schlitters, C.P.P.B., Food Service Administrator
Project Title: Pickup Truck, 2 wheel drive with cap
Location: Building Maintenance Department, Stony Creek Metropark
Date: May 3, 2012

Scope of Work: Furnish and deliver one two-wheel drive three-quarter-ton pickup truck with cap for the building maintenance department at Stony Creek Metropark as per contract pricing from cooperative purchasing from state of Michigan MIDeal Cooperative.

Note: This replaces a 2000 pickup truck that has more than 124,000 miles. Per the equipment maintenance software the truck is beyond its' life cycle.

<u>Vendor</u>	<u>City</u>	<u>Amount</u>	<u>Contract</u>
Signature Ford	Owosso, MI	\$21,200.00	State of Michigan
Red Holman Pontiac-GMC	Westland, Mi	\$23,046.00	State of Michigan

Note: Unit bid by Signature Ford is a 2012 model year; the GMC unit is a 2013 model year.

Recommendation: That the Board of Commissioners award to the low responsive, responsible bidder, Signature Ford as per the state of Michigan Contract #071B130009 in the amount of \$21,200.00 as recommended by Food Service Administrator Janice Schlitters, C.P.P.B. and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

6-F
Meeting of May 10, 2012

To: Board of Commissioners
From: Janice Schlitters, C.P.P.B., Food Service Administrator
Project No: ITB-12-011
Project Title: Beach Cleaner
Location: Kensington Metropark, Oakland County
Date: May 3, 2012

Bids Opened: Wednesday, April 18, 2012 at 2:00 p.m.

Scope of Work: Furnish and deliver a beach cleaner to clean and maintain the sand area at the beaches within the park. This will enhance beach sand quality and make cleaning the beach more efficient in the Authority's continuing efforts to do more with less.

<u>Vendor</u>	<u>City</u>	<u>Amount</u>
Cherrington Enterprises, Inc.	Jamestown, ND	\$49,320.00
H Barber & Sons, Inc.	Naugatuck, CT	*\$28,900.00

***Note:** A demonstration of the unit bid by H. Barber & Sons, Inc. was conducted which was for a tractor drawn beach cleaner versus a self contained, zero turn unit. The tractor drawn unit did not meet the specifications for hopper capacity and height of dump. The unit also was not able to remove the debris and weeds from shoreline, which would require additional manpower hours to manually rake and remove. A demonstration of the unit bid by Cherrington Enterprises, Inc. has been conducted in the past, and it has performed well in addressing the conditions at the beach front at Kensington Metropark.

This invitation to bid was posted on Michigan Inter-governmental Trade Network website and was sent to 79 registered suppliers.

Recommendation: That the Board of Commissioners award ITB-12-011 to the low responsive, responsible bidder, Cherrington Enterprises, Inc. in the amount of \$49,320.00 as recommended by Food Service Administrator Janice Schlitters C.P.P.B., and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

6-G
Meeting of May 10, 2012

To: Board of Commissioners
From: Janice Schlitters, C.P.P.B., Food Service Administrator
Project Title: Transport Vehicles, 6-passenger, electric powered (1); gas powered (1)
Project No. ITB-12-013 and ITB-12-014
Location: Western District – Indian Springs Metropark and Kensington Metropark
Date: May 3, 2012

Bids Opened: Wednesday, May 2, 2012 2:00 p.m.

Scope of Work: Furnish and deliver one 6-passenger, gas powered transport vehicle to Kensington Metropark as per ITB-12-013 and one 6-passenger, electric powered transport vehicle to Indian Springs Metropark as per ITB-12-014.

Note: The unit for Indian Springs is for use during special events and for transporting park patrons needing assistance. This purchase replaces a 1993 unit. The transport vehicle for Kensington is an additional unit for use during special events and assisting park patrons.

<u>Vendor</u>	<u>City</u>	<u>Amount – Gas</u>	<u>Amount – Electric</u>
Midwest Golf and Turf	Novi, MI	\$7,875.00	\$7,720.00
Spartan Distributors	Sparta, MI	\$8,458.00	\$9,158.00

The invitation to bid was posted on Michigan Intergovernmental Trade Network website; 29 companies received notification.

Recommendation: That the Board of Commissioners award to the low responsive, responsible bidder, Midwest Golf and Turf as per ITB-12-013 and 12-014 in the amount of \$15,595.00 (for both vehicles) as recommended by Food Service Administrator Janice Schlitters, C.P.P.B. and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

6-H
Meeting of May 10, 2012

To: Board of Commissioners
From: Janice Schlitters, C.P.P.B., Food Service Administrator
Project Title: Sport Utility Vehicles (SUVs), All-Wheel Drive
Location: Engineering Department / Administrative Office
Date: May 3, 2012

Scope of Work: Furnish and deliver two (2) all-wheel drive 2013 Sport Utility Vehicles for field engineering department use as per contract pricing from cooperative purchasing with Cooperative Purchasing Contracts.

<u>Vendor</u>	<u>City</u>	<u>Amount</u>	<u>Contract</u>
Red Holman Pontiac-GMC (<i>2013 GMC Terrain</i>)	Westland, Mi	\$22,464 - \$44,928	State of Michigan
Signature Ford (<i>2013 Ford Escape</i>)	Owosso, MI	\$22,865 - \$45,735	Macomb County

NOTE: The units being replaced are two each 2007 Chevrolet Trail Blazers, one with more than 121,000 miles and one with more than 134,000 miles. These units will be put into the surplus equipment auction.

Recommendation: That the Board of Commissioners award to the low responsive, responsible bidder, Red Holman GMC as per the state of Michigan Contract in the amount of \$44,928.00 as recommended by Food Service Administrator Janice Schlitters, C.P.P.B. and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

7 - A - 1
Meeting of May 10, 2012

To: Board of Commissioners
From: Gregory Almas, Deputy Director
Subject: Michigan Boating Industries Association
Date: May 3, 2012

On Jan. 14, 2010 the Board of Commissioners approved a three year agreement with the Michigan Boating Industries Association (MBIA) to produce the Boating and Outdoor Recreation Festival at Lake St. Clair Metropark through 2012.

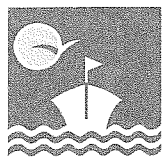
To encourage a festival atmosphere, the MBIA planned an enhanced eating and entertainment experience. The MBIA has requested and the Board of Commissioners has approved allowing beer and wine sales for each of the past two festivals.

The MBIA is again requesting the Board of Commissioners approve beer and wine sales for the 2012 festivals.

The Boating and Outdoor Recreation Festival is an important event for the Metroparks. Offering a full range of services and events at the Festival is essential to its success. There have been no regulatory issues regarding the sale of beer and wine at this, or similar events. Staff will ensure compliance with all insurance and Michigan Liquor Control Commission requirements.

Attachment: MBIA Request Letter

Recommendation: That the Board of Commissioners approve beer and wine sales for the 2012 Boating and Outdoor Recreation Festival at Lake St. Clair Metropark as recommended by Deputy Director Almas and Staff.



**Michigan®
Boating
Industries
Association**



7-A-1-a

32398 Five Mile Road
Livonia, MI 48154-6109

p: 734.261.0123

800.932.2628

f: 734.261.0880

e: boatmichigan@mbia.org

The voice of boating in Michigan

May 3, 2012

Mr. Gregory J. Almas
Executive Secretary to the Board
Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
Brighton, Michigan 48114-9058



Dear Mr. Almas:

I'm writing on behalf of the Michigan Boating Industries Association (MBIA) in reference to the festival we are producing on September 20 - 23, 2012 at Lake St. Clair Metropark.



I would like to thank the Huron-Clinton Metropolitan Authority (HCMA) for approving an exception to the "no beer or wine sold at the park" policy for our last two festivals – and ask that the same exception be granted for the final year of our current agreement. We are pleased to report that the previous two festivals were incident free and proved to be a very positive experience for show visitors.



As the name implies, this is more than a boat show. We are creating an event to attract thousands of people as we have the last two years to the park to not only view boats, accessories, and other types of recreational products – but also to be exposed to what Lake St. Clair Metropark has to offer. We consider the HCMA and Lake St. Clair Metropark to be our partners in this event. We also have the support of the Harrison Township EDC as well as Macomb County in creating economic stimulus to the region. Working collaboratively we can attract thousands of people to the metropark.

Owners & producers of:



As they were the last two years, the sections of the park used will be fenced and have additional security to ensure no alcohol leaves our fenced area. Most public festivals provide such offerings and a number of events currently held in Macomb County include the selling of beer.



We look forward to years of collaboration and the continued growth of this event for the benefit of all concerns. If you have any questions please do not hesitate to contact me directly.



Thank you for your time and consideration of our request!

Best regards,

John J. Ropp
President, MBIA

Cc: Eric Foster, MBIA Past Chairman & Harrison Twp. EDC Vice Chair
Steve Remias, MBIA Immediate Past Chairman, President of McRay Harbor





HURON-CLINTON METROPOLITAN AUTHORITY

7 - A - 2
Meeting of May 10, 2012

To: Board of Commissioners
From: Paul Muelle, Chief of Natural Resources
Subject: GLRI Grant Report – Parking Lot Phase II
Location: Lake St. Clair Metropark, Macomb County
Date: May 3, 2012

In 2011, the Metroparks was awarded a \$1 million Great Lakes Restoration Initiative (GLRI) grant from the U.S. Environmental Protection Agency (EPA) under its goal to improve nearshore health and reduce nonpoint source pollution. The grant project is for phase one of a multi-year plan to reconstruct the parking lot at Lake St. Clair Metropark. The Metroparks also provided a \$500,000 match towards the project.

The EPA is once again accepting applications for Great Lakes Restoration Funding. Applications are due May 24, 2012. The Metroparks intends to apply for the maximum grant amount of \$500,000 and will match that amount for the next phase of the parking lot reconstruction at Lake St. Clair Metropark.

Under the category of “Making Beaches Safer,” the GLRI grant is for projects that will help to reduce beach closings at Great Lakes Beaches including the elimination or reduction of sources of contamination identified at Great Lakes beaches. The parking lot reconstruction project reduces the total acres of impervious surface of the lot and the use of storm water Best Management Practices (BMP’s) such as vegetative swales to redirect storm water runoff away from the Black Creek and toward adjacent wetlands (Point Rosa Marsh). This project works in concert with the current marsh restoration project by directing runoff to the marsh which will help address some of the hydrologic concerns of that wetland system.

Recommendation: That the Board of Commissioners receive and file the GLRI Grant Report – Parking Lot Phase II report as recommended by Chief of Natural Resources, Paul Muelle and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

7 - B - 1
Meeting of May 10, 2012

To: Board of Commissioners
From: Michael Arens, Chief Engineer
Subject: Proposal – Oil and Gas Lease, Jordan Development, Inc.
Location: Indian Springs Metropark, Oakland County
Date: May 3, 2012

On Sept. 8, 2011, the Board of Commissioners approved a Seismic Contract with Jordan Development, Inc. of Traverse City to explore the potential for oil and gas development within Indian Springs Metropark. The Seismic Contract allowed Jordan to perform seismic testing in the park, for which a charge of \$1,000 per mile of test line was assessed. Initial seismic testing is complete, and at this time Jordan believes there is good potential for development.

Jordan's area of interest covers the entire 2,500-acre park. Total acreage ultimately to be leased will depend on results of the final seismic survey and initial well development. The oil/gas-bearing formation covers several township sections, within and beyond the park's boundary. Therefore Jordan is securing mineral leases from other property owners within southeastern Springfield Township and northeastern White Lake Township. Due to the potentially large area of the formation, Jordan expects the development process be phased over time. Information gained from initial well development is needed to determine properties of the formation, in order that the location and design of additional wells can be planned.

The approved Seismic Contract includes an exclusive option for Jordan to enter into an oil and gas lease. If Jordan exercises the option and the lease is approved, the key terms of the lease, as stipulated in the Seismic Contract, will be as follows:

- Bonus Payment: The bonus payment (the upfront, per-acre payment for land area proposed to be leased) will be \$150 per acre elected by Jordan.
- Primary Term: two-year primary lease term, during which Jordan must commence operations; lease remains in effect so long thereafter as operations are continuously in progress.
- Form of Lease: The form of oil and gas lease will be similar to the most recent oil and gas lease executed by HCMA.
- Royalty Percentage: Royalty percentage is proposed to be 25 percent, in monthly payments, proportional to leased acreage in the unit.
- 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, non-recreational use locations within Indian Springs. Hydraulic fracturing will not be permitted.
- No Oil and Gas Production Facilities: Jordan will have any right to locate any production facilities on HCMA land.

Jordan has now determined that there is good potential for oil and gas development, therefore they wish to exercise the lease option at this time. Their April 23, 2012 letter is attached. Jordan proposes to initially lease approximately 316 acres in the in the southern portion of the park. The initial area proposed for lease is located in the northeast 1/4 of Section 3, the northwest 1/4 of Section 2, and the northwest 1/4 of the northeast 1/4 of Section 2, White Lake Township. A map of this proposed lease area is attached.

If the initial well is successful Jordan will wish to exercise the option for the remaining acreage within Indian Springs Metropark prior to the Sept. 8, 2012 deadline as stipulated in the Seismic Contract. In this case Jordan will request HCMA's approval of additional lease area and potential well sites prior to that deadline.

The proposed site for the initial-phase well is within a 16-acre (approx.) parcel of land owned by HCMA, located just northeast of the intersection of White Lake and Teggerdine roads. We have coordinated with Jordan as to which areas within the park are off-limits for wellhead location, due to environmental, recreational use, or other considerations; and we have identified areas which are potential candidates for well location. This particular location for initial well development was selected due to its horizontal proximity to the proposed bottom-hole location. The target formation is approximately 3,800 to 4,000 below ground surface.

The area selected for the wellhead is not environmentally sensitive, it is not a developed recreational use area, and the approved land use plan for Indian Springs indicates that it will remain an undeveloped buffer area. The well construction site will be screened and located away from public view to the greatest extent possible. Drilling operations would take approximately one month to complete. After construction the only visible items remaining will be the above-ground wellhead components, fencing and gravel access drive. Production facilities to which oil and/or gas will be transported via flowlines (that is, tank batteries for oil, compressor station for gas, and related plant and transport facilities) will be located off HCMA land. Jordan is currently identifying potential sites in the general vicinity for production facilities.

The proposed oil and gas lease, as tentatively agreed to by Jordan and Staff, is attached. The lease is similar in form to previous leases approved by HCMA, and revised by Staff with assistance from the legal firm of Topp Law, PLC of Gaylord, Michigan. Topp Law is a firm specializing in oil and gas leases and was recommended by Miller Canfield, with whom staff also coordinated on the project. Revisions were made as necessary to address the specific requirements of the project, and as negotiated between Staff and Jordan. Additional key terms are as follows:

- Bonus payment to be \$150 per acre times 316 acres = \$47,400
- Horizontal zoning to exclude from the lease all formations below the Black River formation
- Shut-in royalty of \$25 per acre, to be paid in the event any producing well is temporarily shut in for a period of more than 90 days
- Provisions strictly limiting deduction of post-production costs from royalty payments

- Provisions addressing non-compliance and correction by Jordan
- Provisions regarding pooling and unitization
- Assignment of lease only with express written consent of the parties
- Provisions for operations under the lease to be conducted only by Jordan or a firm acceptable to HCMA
- Indemnification by Jordan for damages, losses, etc. arising from their activities
- Provisions assuring immediate effect of lease, strict definition of title defect, etc, which assure Jordan's payment of the up-front bonus payment
- Protection and restoration clauses
- Limitation of access to specific areas within the park, as designated by HCMA
- Insurance provisions; severability clause

As in the past, our key considerations in all HCMA oil and gas leases are:

- Environmental: Protect HCMA lands; minimize environmental impact; be considerate of neighboring property owners and local communities.
- Economic: Maximize the economic potential for oil and gas development to HCMA.
- Developer Qualification: Work with reputable developers, in terms of their ability to protect the environment, to maximize economic return, to conduct operations safely and cooperatively, and to comply with the terms of the lease.
- Control: Retain maximum possible control over the developer's activities, through the provisions of the lease and active oversight of the project.

HCMA has authorized numerous oil and gas leases in the past. 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 the park. Three of these five wells were closed in 2011. Additionally, the firm of Wellmaster of Rothbury, Michigan owns a 40-acre oil and gas lease in Kensington Metropark which is currently being redeveloped.

In accordance with the Board of Commissioner's Resolution of Feb. 10, 1994, oil and gas royalties are deposited in the Authority's Supplemental Major Maintenance (SMM) Fund. The SMM Fund is dedicated to 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.

Recommendation: That the Board of Commissioners approve the attached Oil and Gas Lease and receive in payment thereof an up-front bonus payment in the amount of \$47,400 as recommended by Chief Engineer Arens and staff.

JDC **JORDAN DEVELOPMENT COMPANY, L.L.C.**
1503 GARFIELD ROAD NORTH • TRAVERSE CITY, MICHIGAN 49696
Telephone: 231.935.4220 • Facsimile: 231.935.4450

April 23, 2012

Mr. Michael Arens
Huron-Clinton Metro Authority
13000 High Ridge Drive
Brighton, MI 48114-9058

RE: Seismic Permit with Oil & Gas Lease Option

Mike,

As you know, Jordan has been working diligently on acquiring seismic data and leasehold in the area of the Indian Springs Metro Park lands since we signed the Seismic Option last September. We now are to a place where we desire to drill a well to test for oil/gas. We are therefore proposing to exercise a portion of the Option by entering into an Oil and Gas lease covering the lands Metro Park owns in the NE/4 of Section 2 and all of Section 3 of White Lake Township. This covers approximately 316 gross acres.

Jordan would like to have the Lease presented before the HCMA board at the May meeting as we would like to stake a well soon thereafter. We have spotted a surface hole location that we believe will be amenable to you and your operations on the Indian Springs land. See the attached map showing the proposed location.

We have also wanted to make you and your board aware that we have identified 2 offsite optional locations for a production facility should we be successful with this well. We know this was a concern to your board so we wanted to let you know that we do in fact have options for the location of a potential facility on other private property in the vicinity.

In the event Jordan is successful in this first well, we would desire to exercise the remaining acres on the Option with you prior to our September 8th 2012 Option deadline. We do believe that there are multiple prospects on the Indian Springs property so we are excited to drill this first well to test for oil and we will look forward to working on future sites with your staff.

Please contact me at your earliest convenience to discuss the May board meeting and location of proposed well site.

Very truly yours,
Jordan Development Company, L.L.C.

Benjamin S. Brower
Its: Vice President

OIL AND GAS LEASE

LEASE NO. _____

THIS AGREEMENT is made effective as of the ____ day of _____, 2012, 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, as amended, whose offices are located at 13000 High Ridge Drive, Brighton, Michigan, 48114 (hereinafter called Lessor) and Jordan Development Company, LLC, a Michigan Limited Liability Company whose offices are located at 1503 Garfield Road North, Traverse City, Michigan 49696 (hereinafter called Lessee).

1. Lessor, for and in consideration of \$47,400.00 (\$150 x 316 acres) by certified check in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, and the covenants and agreements of the Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land described below, including all interests therein Lessor may acquire by operation of law, reversion or otherwise, (herein called "said Land"), exclusively, for the purposes of exploring by geophysical and other methods, drilling, operating for and producing oil and/or gas, together with all rights, privileges and easements useful or convenient in connection with the foregoing and in connection with removing oil and/or gas produced from said Land. Said Land is in the County of Oakland, State of Michigan and is described as follows:

SEE ATTACHED EXHIBIT 'A' FOR LEGAL DESCRIPTIONS

Containing 316 acres, more or less, including but not limited to all lands underlying all alleys, streets, roads or highways and all riparian or submerged lands along and/or underlying any rivers, lakes or other bodies of water. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons, regardless of gravity, produced at the well in liquid form by ordinary production methods, including condensate separated from gas at the well. The term "gas" when used in this lease shall mean hydrocarbons produced in a gaseous state at the well (not including condensate separated from gas at the well), nitrogen, carbon dioxide and other gases.

This is a limited horizon lease. If at the end of the primary term, this lease is being maintained beyond the primary term, as defined in this lease, by operations on the leased premises or on lands pooled or unitized therewith, this lease shall only remain in effect as to those formations located from the surface of the earth to 150 feet below the base of the Black River formation or 150 feet below the base of the formation of the deepest depth drilled, whichever is deeper.

This is a limited development lease. Lessee and Lessor agree that any surface activity to be conducted on Lessor's property under the terms of this lease, whether drilling of wells, laying of pipelines, building access roads, shall be done with the mutual consent of Lessor and Lessee. Lessor will not unreasonably withhold such consent. It is agreed that no production equipment whatsoever (tanks, treater, power stations, compressors, gas processing facilities or any other production equipment whatsoever) will be constructed on said Land without the prior written consent of the Lessor.

2. It is agreed that this lease shall remain in force for a primary term of two (2) years from the date of this lease, and so long thereafter as operations are conducted upon said Land or on lands pooled or unitized therewith with no cessation for more than 90 consecutive days; provided, however, that in no event shall this lease terminate unless production of oil and/or gas from all wells located on said Land, or on lands pooled or unitized therewith, has permanently ceased. If operations commenced during the primary term are discontinued less than 60 days before the end of the term, this lease shall not terminate at the end of the primary term if operations are again conducted within 60 days after the discontinuance. Whenever used in this lease the word "operations" shall refer to any of the following and any activities related thereto: preparing location for drilling, drilling, testing, completing, reworking, re-completing, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas in paying quantities.

3. Lessee covenants and agrees to pay Lessor by mail at its address given above on or before the 20th day of each month the following royalties: (a) To deliver to the credit of Lessor into tank reservoirs or into the pipeline to which Lessee may connect its wells, one-fourth of the oil produced and saved from said Land, at the option of the Lessee, Lessee may sell the oil produced and saved from said Land and pay Lessor one-fourth of the gross amount received by Lessee at the point of sale, free of all costs including post production; (b) To pay Lessor on gas produced from said Land (1) when sold by Lessee, one-fourth the gross amount received by Lessee, computed at the point of sale; or (2) when used by Lessee for purposes other than those specified in Paragraph numbered 7 of this lease, one-fourth of the gross market value at the point of sale whether on or off said Land, of the gas so used; free of all costs including post production costs except for Lessor's proportionate share of the following: removal of carbon dioxide (CO₂), and third party transportation costs after the tailgate of the central production facility and after the point of entry into any of: (i) an independent, non-affiliated, third-party-owned pipeline system; or (ii) A pipeline system owned by a gas distribution company or any subsidiary of the gas distribution company, which is regulated by the Michigan Public Service Commission. Prior to payment of royalty, Lessor shall execute a Division Order certifying Lessor's interest in production. Lessee may pay all taxes and fees levied upon the oil and gas produced, including, without limitation, severance taxes and privilege and surveillance fees, and deduct a proportionate share of the amount so paid from any monies payable to Lessor hereunder; provided, however, it is understood and agreed that Lessor is a governmental agency and therefore exempt from payment of severance tax in accordance with Revenue Administrative Bulletin 2001-5 of the Michigan Department of Treasury. Accompanying each royalty payment, Lessee shall provide Lessor with documentation itemizing products and quantities sold, unit prices and extended totals, along with supporting documentation from the product purchaser(s) at the point of sale. Lessor shall have reasonable access to lessee's books, records, drilling and operations data, as necessary to confirm compliance with the terms of the lease

4. If any well, capable of producing oil and/or gas, in paying quantities, located on said Land or on lands pooled or unitized with all or part of said Land, is at any time shut in and production therefrom is not sold or used off the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut in, notwithstanding expiration of the primary term. In lieu of any implied covenant to market, Lessee expressly agrees to market oil and/or gas produced from Lessee's wells located on said Land or on land pooled or unitized therewith, but Lessee does not covenant or agree to re-inject or recycle gas, to market such oil and/or gas under terms, conditions or circumstances which in Lessee's judgment are uneconomic or otherwise unsatisfactory or to bear more than Lessee's revenue interest share of the cost and expense incurred to make the production marketable. If any wells on said Land, or on lands pooled or unitized with all or part of said Land, are shut in, then within 90 days after the well was shut-in and annually thereafter (annual period) during which any such wells are shut in, Lessee shall be obligated to pay or tender, as royalty, to Lessor at the address given above, the sum of \$25.00 multiplied by the number of net mineral acres subject to this lease, provided, however that if production from said shut-in well or wells located on said Land or on lands pooled or unitized therewith is sold or used off the premises before the end of any such annual period, Lessee shall not be obligated to pay or tender said sum of money for that annual period. This shut-in royalty payment may be made in currency, draft or check, at the option of Lessee, and the depositing of such payment in any post office, with sufficient postage and properly addressed to Lessor, or said bank, within 90 days after the well was shut-in shall be deemed sufficient payment as herein provided. It is expressly provided, however, that after the expiration of the primary term, Lessee shall not have the right to continue this Lease in force by payment of shut-in royalty for any single period of more than three successive years.

5. If Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall give written notice to Lessee specifically describing Lessee's non-compliance. Lessee shall have 45 days from receipt of such notice to commence, and shall thereafter pursue with reasonable diligence, such action as may be necessary or proper to satisfy such obligation of Lessee, if any, with respect to Lessor's notice. Neither the service of said notice nor the doing of any acts by Lessee in response thereto shall be deemed an admission or create a presumption that Lessee has failed to perform all its obligations hereunder.

6. If this lease covers less than the entire undivided interest in the oil and gas in said Land (whether Lessor's interest is herein specified or not), then the royalties and shut-in royalties shall be paid to Lessor only in the proportion which the interest in oil and gas covered by this lease bears to the entire undivided interest therein.

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said Land for Lessee's operations hereunder, except water from the wells of Lessor. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth. No well shall be drilled nearer than 500 feet from the house or barn now on said Land without written consent of Lessor. Lessee shall pay for damages to said Land caused by Lessee's operations.

8. Lessee is hereby granted the rights to pool or unitize said Land, or any part of said Land, with other lands, as to any or all minerals or horizons, to establish units containing not more than approximately 160 acres. If units larger than those permitted above, either at the time established or thereafter, are required or permitted under any governmental rule or order to drill or operate a well at a regular location, to obtain the maximum allowable from any well or for any other reason, then the maximum unit size authorized hereby shall conform to the size required or permitted by such governmental rule or order. Lessee may enlarge the unit to the maximum area permitted herein and may reform said unit to include after-acquired leases within the unit area. Lessee may create, enlarge or reform the unit or units as above provided at any time, and from time to time during the continuance of this lease, either before or after production is obtained, so long as a maximum well density of one well per 160 acres is maintained. A unit established hereunder shall be effective for all purposes of this lease, whether or not all interests in the lands in the unit are effectively pooled or unitized. Lessee may, but shall not be required to, drill more than one well in each unit. Lessee may reduce or terminate such unit or units at any time prior to the discovery of oil or gas on the pooled or unitized lands, or at any time after discovery subsequent to the cessation of production. Lessee may create, enlarge, reform, reduce, or terminate each unit by recording a written declaration to that effect in the office of the Register of Deeds in the county or counties in which such unit is located. Any operations conducted on any part of the lands pooled or unitized shall be deemed to be on the lands leased herein within the meaning of all provisions of this lease. Production of oil and/or gas from the unit shall be allocated to the lands described herein which are included in the unit in the same proportion as the number of surface acres in the lands described herein which are included in the unit bears to the total number of surface acres in the unit.

9. This lease is subject to laws and to rules, regulations and orders of any governmental agency having jurisdiction, from time to time in effect, pertaining to well spacing, pooling, unitization, drilling or production units, or use of material and equipment.

10. If, after the date hereof, the leased premises shall be conveyed in severalty or in separate tracts, the premises shall, nevertheless, be developed and operated as one lease, except that royalties as to any producing well shall be payable to the owner or owners of only those tracts located within the drilling unit designated by the state regulatory agency for such well and apportioned among said tracts on a surface acreage basis; provided, however, if a portion of the leased premises is pooled or unitized with other lands for the purpose of operating the pooled unit as one lease, this paragraph shall be inoperative as to the portion so pooled or unitized.

11. If Lessee is prevented from, or delayed in commencing, continuing, or resuming operations, or complying with its express or implied obligations hereunder by circumstances not reasonably within Lessee's control, this lease shall not terminate and Lessee shall not be liable in damages so long as said circumstances continue (the "period of suspension"). These circumstances include, but are not limited to the following: conflict with federal, state or local laws, rules, regulations and executive orders; acts of God; strikes; lockouts; riots; wars; improper refusal or undue delay by any governmental agency in issuing a necessary approval, license or permit applied for by Lessee; equipment failures; and inability to obtain materials in the open market or to transport said materials. If the period of suspension commences more than 60 days prior to the end of the primary term of this lease, then that period of suspension shall be added to the primary term. If the period of suspension

commences less than 60 days prior to the end of the primary term or at any time after the primary term, then this lease shall not terminate if Lessee shall commence or resume operations within 30 days after the end of the period of suspension.

12. The interest of either party hereto may be assigned only with the express written consent of the other party. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants and provisions of this lease shall extend to such party's heirs, devisees, legal representatives, successors or assigns. Notwithstanding any other actual or constructive knowledge of Lessee, no change in the ownership of land or assignment of royalties or other monies, or any part thereof, shall be binding on Lessee until 45 days after Lessee has received, by certified mail, written notice of such change and the originals or certified copies of those instruments that have been properly filed for record and that shall be necessary in the opinion of Lessee to establish the validity of such change of ownership or division of interest. No change or division in the ownership of said Land, royalties or other monies, or any part thereof, however accomplished, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, rights and obligations relating to the location and drilling of wells and the measurement of production. Upon assignment by Lessee, its successors or assigns, the assignor shall be released from, and the assignee shall assume, from and after the date of the assignment, the responsibility to fulfill the conditions and to perform the covenants of this lease, express or implied, with regard to the interest assigned. Breach of any covenant or failure to fulfill any condition by an owner of any part of the leasehold interest created by this lease shall not defeat or affect the rights of the owner(s) of any other part.

13. Lessor agrees that Lessee may pay all or part of any land contract, mortgage, taxes, or other liens or charges with respect to said Land, after maturity and be subrogated to the rights of the holder thereof, and that Lessee shall be entitled to reimbursement out of any royalty or other monies payable to Lessor hereunder. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

14. Lessee may at any time surrender this lease as to all or any part of said Land, or as to any depths or formations therein, by delivering or mailing a release to Lessor if the lease is not recorded or by placing a release of record in the proper county if the lease is recorded. If this lease is surrendered only as to part of said Land, any shut-in royalties which may thereafter be payable hereunder shall be reduced proportionately.

15. All written notices permitted or required by this lease to be given Lessor and Lessee herein shall be at their respective addresses listed hereinabove, shall be by certified United States mail, and shall identify this lease by date, parties, description and recording data; provided that either party may change such notice address by giving written notice to the other party specifying the new address.

16. Lessee, its successors and assigns, shall be and remain responsible for all damages to the said Lands, to the related surface real estate and all injuries to any person caused by, incident to, arising out of or in connection with any of Lessee's operations hereunder. Accordingly, Lessee, its successors and assigns, shall defend, indemnify and hold Lessor, its management, partners, employees and agents harmless against any claims, suits, damages, losses, demands, costs and expenses, or liabilities whatsoever including actual attorney fees, suffered by Lessor arising out of the following activities conducted by Lessee, or those having a contractual relationship with Lessee, on the said Lands or on adjoining property impacting the said Lands through migration:

- (i) Oil and gas exploration, drilling, development, production, treating, storage, transportation, marketing, processing, abandonment and related activities.
- (ii) The generation, processing, handling, transportation, storage, treatment, recycling, marketing, use, disposal, or release of oil, natural gas, natural gas liquids, all other petroleum substances, any waste material, or any "Hazardous Substance" or "Pollutant" or "Contaminant" as those terms

are defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or Part 201 of PA 1994, the Natural Resources and Environmental Protection Act.

(iii) The negligent or willful misconduct during the operations on the said Lands or the violation of any of Lessee's covenants, promises, duties or obligations under this Lease.

It is further understood and agreed that the term "Lessee's operations" shall mean and include all the operations of Lessee, its employees, contractors, agents, licensees, invitees and/or successors and assigns.

17. By its execution below, Lessor hereby grants Lessee the right to exercise its option to lease pursuant to the Seismic Contract dated September 8, 2011 as to a portion of the lands covered by the Seismic Contract, being those lands set forth in paragraph 1 of this Oil and Gas Lease. As to the remaining lands subject to the Seismic Contract, Lessee's option to lease remains in effect as stated therein, and Lessor hereby ratifies, adopts and confirms such Seismic Contract, as hereby amended. If Lessee desires to exercise its option on the remaining lands, both parties agree that this same lease form shall be utilized, the only exception being the legal description.

19. Notwithstanding anything contained herein to the contrary, this Lease shall be effective immediately upon execution and all rights, duties and obligations thereunder shall be immediately vested and enforceable by the Lessor and/or the Lessee.

20. Marketable title is defined as that title which is curable. If Lessee timely objects to Lessor's title during the title review period specified in the accompanying Order for Payment, Lessor shall have a reasonable time to cure said title defect.

21. Title defects shall be defined as defects in marketable title that are not curable. Title defects shall not be construed to include the following:

- a. A claim that the leased premises are outside the approved leasing area;
- b. A claim that the lease was taken after the project ended;
- c. A claim that the lease is "improperly styled";
- d. A claim that the lease is not on the approved lease form.

22. The title review period specified in the Order for Payment is for the express purpose of giving the Lessee a mutually agreeable period to verify Lessor's title and any liens or encumbrances on the leased property. Failure of the Lessee to object or to provide notice of a defect within the title review period shall be deemed a waiver of any defects, lien or encumbrances on Lessor's title and Lessor may, at Lessor's option, rescind the Lease or sue under the obligation to pay as provided for in the Order for Payment.

23. This Oil and Gas Lease is being taken by the Lessee as an agent for a principal. The Lessee warrants that the Lessee's principal has reviewed and approved the terms of this Oil and Gas Lease.

24. Lessee acknowledges the unique recreational qualities of the Leased Premises. In the interest of preserving these qualities, Lessee covenants and agrees to conform with and observe the following practices, procedures and limitations in the conduct of its operations hereunder:

(a) Lessee shall use its best efforts to minimize the impact of its operations, including exploration, testing, drilling and producing operations, on the Leased Premises and the present use of same. In this regard, Lessee agrees, among other things, that it will restore all land disturbed by its operations to as near its original condition as is practical under the circumstances and to re-seed the disturbed areas with a mixture of grasses (DNR mix) suitable for wildlife at its sole expense. Lessee shall complete such restoration as soon as is practical after the areas have been disturbed. Lessee shall bury all pipelines, gathering lines, flowlines, power lines and telephone lines below plow depth and keep them buried. Lessee shall use its best efforts to avoid cutting trees and disturbing undergrowth. It is understood that the access roads will not exceed 25 feet and pipeline routes will not exceed 15 feet in width.

(b) Upon abandonment of a well, or upon termination of this Lease as to the entire Leased Premises, for any reason, Lessee shall remove all equipment from each affected well-site and shall, subject to subparagraph (d) below, restore the property, including roadways and other affected areas to the condition which existed prior to the drilling of the wells, to the extent possible, all at the cost and expense of Lessee. If Lessee fails to restore the property, Lessee shall reimburse Lessor for all of Lessor's costs and expenses, including actual attorneys fees and the cost of any and all appraisals or reports which might be necessary to determine the amount of damages owing to Lessor in restoring its real and personal property.

(c) Restoration to the condition which existed prior to the development of wells shall not be deemed to include replacement of trees, brush or undergrowth of the same size as those removed, however, the removal of gravel or fill deposited for access roads may be requested by Lessor. Restoration shall include, without limitation (i) the removal of all equipment, , casing, and materials from well sites and (ii) the seeding of areas disturbed by oil field operations and (iii) flushing of all metal and poly-pipe lines with fresh water, disposing of the flushed water at a disposal well and capping of those lines. This section shall not relieve Lessee of any liability or responsibility to compensate Lessor under any other provision of this Lease.

(d) Lessee shall strip and stockpile all topsoil in areas disturbed by Lessee's operations and return the topsoil during restoration activities.

(e) Lessee shall install gates with locks that are clearly marked as private on all roads to wells in order to exclude unauthorized personnel from the well sites. Lessee shall fence the area around the wellhead according to regulations for wellheads in residential areas. Lessee agrees to keep all gates closed and locked when not in actual use.

(f) Lessee agrees it shall makes its best efforts not to contaminate or pollute any water wells, lakes, streams or open water located on the surface of the Leased Premises and shall take such steps necessary to prevent all operations from polluting the air and surface area. No wells or any other surface installation shall be located within five hundred (500) feet of any stream or open water without the prior written permission of Lessor; and all operations by Lessee shall be conducted in accordance with and shall comply with all laws rules and regulations of the enforcing agency or agencies having jurisdiction over such operations.

(g) Lessee shall use reasonable efforts at all times to minimize all sounds and noises resulting from and being emitted by machinery and equipment that are permanent fixtures to said operations being conducted on and upon the Leased Premises. If Lessee utilizes a pump jack on Lessor's land, Lessee shall power the pump jack by either natural gas or electric power if electric power is available in the immediate vicinity. Lessee acknowledges that the foregoing requirements concerning the suppression of sounds and noises may obligate it to exceed any minimum standards of sounds and noise suppression imposed by any local, state or federal authority having jurisdiction which may otherwise apply as a minimum standard of conduct.

(h) Lessee agrees to clean up around all wells and to reasonably beautify, camouflage and hide all well, pumps, machinery and other facilities with appropriate buildings or landscaping reasonably satisfactory to Lessor within three (3) months, weather permitting, following the commencement of production. Except when prohibited by law, all wells, pumps, equipment, enclosures, and any other surface structure shall be painted a natural green or camouflage color so that all such surface structures will blend in with the natural surroundings as much as possible. Lessee agrees to take all necessary steps to prevent, dispose of and remove from the Leased Premises, all accumulations of oil or other materials deemed to be fire, safety or environmental hazards.

(i) Lessee recognizes that any existing bridges on the Leased Premises may not be adequate or safe to use in connection with Lessee's operations. If any such bridges are damaged by

operations of Lessee, Lessee shall promptly restore the same to the condition they were in prior to being damaged or better. Lessee shall be responsible for all injuries to persons or property resulting from Lessee's use of any bridge. Further, Lessee shall not construct any new bridges on the Leased Premises without the prior written approval of Lessor, and, if Lessor so requires, Lessee shall remove any bridge constructed by Lessee from the Leased Premises upon termination of operations hereunder. Likewise, if any bridge approved by Lessor is constructed, and Lessor so requires, Lessee shall leave said bridge upon termination of operations hereunder, so that Lessor may continue to derive the benefits of said bridge for its own use and enjoyment.

(j) Lessee shall pay Lessor for all damages caused by its operations (including seismic operations) in connection with the construction of drill sites, well sites, pipelines, roadways, facilities and building of necessary structures utilized by Lessee in connection with its operations. Said damages shall include, but not be limited to timber, trees, growing crops, machinery, buildings, water wells and impoundments, fences and bridges located on and upon the Leased Premises. The assessment for surface damages shall be mutually agreed upon between the parties hereto prior to Lessee conducting its operations, and the agreed damage amounts shall be paid by Lessee upon receipt of an executed release for those surface damages only from Lessor. It is agreed between Lessor and Lessee that the following sums have been agreed upon as the **initial** compensation for damages to the surface, timber, trees and growing crops for the proposed operations contemplated by this agreement to be paid to Lessor for the initial construction:

(i) Well-sites: \$2,000.00 for each well-site to be paid prior to drilling.

(ii) Pipeline corridors and access roads: The sum of \$15.00 per rod (rod = 16.5 feet) to be calculated and paid upon completion of the construction of the pipeline corridors and access roads. The payment of these initial damages for the pipeline corridors and access roads does not relieve Lessee of the obligation to compensate Lessor for future damages for disruptions to the surface within those pipeline corridors or routes. Lessee agrees to pay the sum of \$15.00 per rod for any subsequent disruptions to the pipeline corridors caused by the removal, replacement, or addition of pipelines within the pipeline corridors.

(k) Lessee agrees that no salt water disposal well will be drilled or used on the Leased Premises.

25. Lessee shall have access to well sites and may build roads only in those areas as generally shown on the attached Exhibit B. Lessor reserves the right to exclude access to locations within said areas which it deems in its sole discretion to include sensitive environmental or recreational values. Except for those areas for wellheads and access roads as set forth in the attached Exhibit B, the remaining portions of the Leased Premises shall be "non-development" areas and the Lessee shall have no right to use the surface for any operations whatsoever without additional written consent of Lessor. If Lessee desires and at its sole discretion, Lessee shall develop the minerals underlying the non-development acreage by directional drilling or by including the same into a production unit.

26. Lessee shall maintain policies of insurance in such amounts as are customary in the course of Lessee's business for liability, personal injury, workman's compensation, and property damage arising from its operations and shall name Lessor as an additional insured. Lessee shall assume the sole costs, risks, and expense for all equipment, supply, materials, and tools belonging to or rented by Lessee and Lessor shall not be liable for loss or damage thereto. Any insurance policies carried by Lessee on the equipment, supplies, any materials and tools shall provide for a waiver of underwriter's right of subrogation against Lessor.

27. Lessee or West Bay Exploration Company shall at all times be the operator, as that term is generally construed or defined in the usual joint operating agreement or other standard oil field contract, for all exploration and production activities and all other activities under this Lease. With the exception of West Bay Exploration, Lessee shall not assign the operations, in whole or in part, to anyone other than a financially responsible, experienced and competent operator acceptable to Lessor and pursuant to Lessor's prior written approval, which approval shall not be unreasonably withheld. Any assignment made in violation of the terms of this paragraph shall be considered null and void and shall have no effect whatsoever.

31. In the event that for any reason any provision or portion of this Lease shall be found to be void, unenforceable or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Lease; it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void, unenforceable or invalid provisions or portion had not been included in this Lease.

Executed as of the day and year first above written.

WITNESSES: LESSOR: HURON-CLINTONMETROPOLITAN 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 _____, 2012, by Anthony V. Marrocco, Chairman and John C. Hertel, Secretary 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 _____, 2012, 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 "A"

Exhibit "A", attached hereto and made a part of that certain Oil and Gas Lease, dated _____ 2012, by and between Huron-Clinton Metropolitan Authority A/K/A Huron-Clinton Metropolitan Authority, a Public Body Corporate under the Laws of the State of Michigan of 1300 High Ridge Drive, Brighton, Michigan 48116, as Lessor(s) and Jordan Development Company, LLC of 1503 Garfield Road North, Traverse City, Michigan 49696, as Lessee, covering lands in Oakland County, State of Michigan.

White Lake Township, Township 3 North, Range 8 East:

Section 2: A part of the Northeast fractional $\frac{1}{4}$ of Section 2, T3N-R8E, White Lake Twp., Oakland County, Michigan, described as follows:

Commencing at the NE corner of said Section 2; thence South 01 degrees 49 minutes 53 seconds West along the East line of said Section 2, 1483.12 feet to the centerline of White Lake Road; thence along said centerline on the following 9 courses: Southwesterly on an arc left, having a length of 7.70 feet, a radius of 605.86 feet, a central angle of 0 degrees 43 minutes 41 seconds and a chord that bears South 65 degrees 28 minutes 07 seconds West 7.70 feet; thence South 65 degrees 04 minutes 39 seconds West 161.91 feet; thence Westerly on an arc right, having a length of 332.27 feet, a radius of 428.44 feet, a central angle of 44 degrees 26 minutes 08 seconds and a chord that bears South 87 degrees 17 minutes 44 seconds West 324.01 feet; thence North 70 degrees 29 minutes 14 seconds West 157.35 feet; thence Northwesterly on an arc right, having a length of 79.47 feet, a radius of 283.22 feet, a central angle of 16 degrees 04 minutes 37 seconds and a chord that bears North 62 degrees 26 minutes 52 seconds West 79.21 feet; thence North 54 degrees 24 minutes 33 seconds West 94.83 feet; thence Northwesterly on an arc left, having a length of 228.01 feet, a radius of 295.93 feet, a central angle of 44 degrees 08 minutes 43 seconds and a chord that bears North 76 degrees 28 minutes 56 seconds West 222.41 feet; thence South 81 degrees 26 minutes 42 seconds West 184.46 feet; thence Southwesterly on an arc left, having a length of 18.55 feet, a radius of 509.14 feet, a central angle of 02 degrees 05 minutes 15 seconds and a chord that bears South 80 degrees 24 minutes 05 seconds West 18.55 feet to the Point of Beginning; thence continuing along the centerline of said White Lake Road on the following 8 courses: Southwesterly on an arc left having a length of 178.94 feet, a radius of 509.14 feet, a central angle of 20 degrees 08 minutes 11 seconds and a chord that bears South 69 degrees 17 minutes 22 seconds West 178.02 feet; thence South 59 degrees 13 minutes 16 seconds West 79.07 feet; thence Southwesterly on an arc right, having a length of 233.64 feet, a radius of 415.10 feet, central angle of 32 degrees 13 minutes 28 seconds and a chord that bears South 75 degrees 20 minutes 00 seconds West 230.57 feet; thence North 88 degrees 33 minutes 15 seconds West 115.53 feet; thence Southwesterly on an arc left, having a length of 288.57 feet, a radius of 428.53 feet, a central angle of 38 degrees 34 minutes 58 seconds and a chord that bears South 72 degrees 09 minutes 16 seconds West 283.15 feet; thence South 52 degrees 51 minutes 45 seconds West 256.35 feet (recorded as 276.35 feet); thence Southwesterly on an arc right, having a length of 233.14 feet, a radius of 399.11 feet, a central angle of 33 degrees 28 minutes 10 seconds and a chord that bears South 69 degrees 35 minutes 49 seconds West 229.84 feet; thence Southwesterly on an arc left, having a length of 423.41 feet, a radius of 286.36 feet, a central angle of 84 degrees 43 minutes 01 seconds and a chord that bears South 43 degrees 58 minutes 23 seconds West 385.88 feet to a point on the North-South $\frac{1}{4}$ line (as monumented) of said Section 2; thence North 01 degree 36 minutes

55 seconds East along said $\frac{1}{4}$ line 817.08 feet; thence South 89 degrees 15 minutes 17 seconds East 1502.97 feet; thence South 01 degrees 05 15 seconds West 42.05 feet to the Point of Beginning.

Section 2: East $\frac{1}{2}$ of North part of Northwest fractional $\frac{1}{4}$ of Section 2, T3N-R8E, Township of White Lake, Oakland County, Michigan, said parcel is bounded on the South by North line of South 80 acres of said Northwest $\frac{1}{4}$ of Section 2; ALSO the Northwest fractional $\frac{1}{4}$ of Northeast fractional $\frac{1}{4}$ of Section 2, T3N-R8E, Township of White Lake, Oakland County, Michigan and ALSO, all the part of Northeast fractional $\frac{1}{4}$ of Northeast fractional $\frac{1}{4}$ of said Section 2, lying West of Crosby Lake, so called, and the Creek running in a Southerly direction from said Lake; said parts of the Northeast fractional $\frac{1}{4}$ of Section 2 are bounded on the South by the South 80 acres of said $\frac{1}{4}$ section, excluding from the foregoing parcel the following parcel: The West 210 feet of the North 415 feet of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 2, T3N-R8E, White Lake Township, Oakland County, Michigan.

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS THE FOLLOWING 3
EXCEPTIONS:

Exception #1: Part of the Northeast Fractional $\frac{1}{4}$ of Section 2, T3N-R8E, White Lake Township, Oakland County, Michigan, described as follows: Commencing at the Northeast corner of said Section 2; thence North 88 degrees 01 minutes 10 seconds West 1500.00 feet along the North line of said Section 2, and South 03 degrees 35 minutes 10 seconds East 410.33 feet to the point of beginning of this description; thence South 03 degrees 35 minutes 10 seconds East 1051.38 feet; thence South 74 degrees 53 minutes 18 seconds West 567.21 feet; thence North 01 degrees 05 minutes 15 seconds East 1203.38 feet; thence South 89 degrees 15 minutes 17 seconds East 459.03 feet to the point of beginning.

Exception #2: Part of the NE/4 of Section 2, T3N-R8E, White Lake Township, Oakland County, Michigan, being more particularly described as commencing at the East $\frac{1}{4}$ corner of said Section 2; thence North 88 degrees 13 minutes 15 seconds West, 2690.74 feet to the center of said Section 2 (as monumented); thence North 01 degrees 34 minutes 43 seconds East, 512.37 feet along the North-South $\frac{1}{4}$ section line of said Section 2 to the point of beginning; thence continuing North 01 degrees 34 minutes 43 seconds East, 1781.96 feet along said North-South $\frac{1}{4}$ section line to a $\frac{3}{4}$ inch iron pipe; thence continuing North 01 degrees 34 minutes 43 seconds East, 52.61 feet along said North-South $\frac{1}{4}$ section line; thence South 36 degrees 57 minutes 35 seconds East, 85.12 feet; thence along the centerline of White Lake Road Southwesterly 175.88 feet along an arc on a curve concave to the Southeast (having a radius of 286.36 feet, a central angle of 35 degrees 11 minutes 29 seconds and a long chord bearing South 19 degrees 12 minutes 36 seconds West, 173.13 feet); thence North 88 degrees 25 minutes 17 seconds West, 0.59 feet to the point of beginning.

Exception #3: Part of the NE/4 of Section 2, T3N-R8E, White Lake Township, Oakland County, Michigan, being more particularly described as commencing at the East $\frac{1}{4}$ corner of said Section 2; thence North 88 degrees 13 minutes 15 seconds West, 2690.74 feet to the center of said Section 2 (as monumented); thence North 01 degrees 34 minutes 43 seconds East, 512.37 feet along the North-South $\frac{1}{4}$ section line of said Section 2 to a point, said point distant South 01 degrees 34 minutes 43 seconds West, 178.96 feet from a $\frac{3}{4}$ inch iron pipe; thence along the following 4 courses:

- 1) South 88 degrees 25 minutes 17 seconds East 0.59 feet;
- 2) North 19 degrees 12 minutes 36 seconds East 173.13 feet;

3) North 61 degrees 34 minutes 06.5 seconds East 239.89 feet;

4) North 83 degrees 04 minutes 34.5 seconds East 45.33 feet to the point of beginning; Thence North 53 degrees 02 minutes 25 seconds East, 451.04 feet; thence Northeasterly 161.60 feet along an arc on a curve concave to the Southeast (having a radius of 1335.00 feet, a central angle of 06 degrees 56 minutes 08 seconds and a long chord bearing North 56 degrees 30 minutes 28 seconds East, 161.50 feet); thence South 01 degrees 05 minutes 15 seconds West, 40.24 feet; thence North 74 degrees 53 minutes 18 seconds East, 567.21 feet; thence North 03 degrees 35 minutes 10 seconds West, 65.74 feet; thence Northeasterly 179.31 feet along an arc on a curve concave to the South (having a radius of 1335.00 feet, a central angle of 07 degrees 41 minutes 43.5 seconds and a long chord bearing North 88 degrees 27 minutes 48 seconds East, 179.17 feet); thence South 09 degrees 15 minutes 00 seconds West, 24.65 feet to a point, said point distant North 01 degrees 49 minutes 17 seconds East, (recorded as North 01 degrees 49 minutes 55 seconds East) 1378.36 feet along the East line of said Section 2 to a ½ inch iron re-rod and North 89 degrees 16 minutes 05 seconds West (recorded as North 89 degrees 15 minutes 17 seconds West), 1192.77 feet from the East ¼ corner of said Section 2; thence South 01 degrees 05 minutes 15 seconds West, 42.05 feet; thence along the centerline of White Lake Road Southwesterly 178.94 feet along an arc on a curve concave to the Southeast (having a radius of 509.14 feet, a central angle of 20 degrees 08 minutes 11 seconds and a long chord bearing South 69 degrees 17 minutes 22 seconds West, 178.02 feet); thence along said centerline South 59 degrees 13 minutes 16 seconds West, 73.07 feet; thence along said centerline Southwesterly 233.64 feet along an arc on a curve concave to the Northwest (having a radius of 415.42 feet, a central angle of 32 degrees 13 minutes 28 seconds and a long chord bearing South 75 degrees 20 minutes 00 seconds West, 250.57 feet); thence along said centerline North 88 degrees 33 minutes 15 seconds West, 115.53 feet; thence along said centerline Southwesterly 288.57 feet along an arc on a curve concave to the Southeast (having a radius of 428.53 feet, a central angle of 38 degrees 34 minutes 58 seconds and a long chord bearing South 72 degrees 09 minutes 16 seconds West, 283.15 feet); thence along said centerline South 52 degrees 51 minutes 45 seconds West, 256.35 feet; thence along said centerline Southwesterly 187.79 feet along an arc on a curve concave to the Northwest (having a radius of 399.11 feet, a central angle of 26 degrees 57 minutes 31 seconds and a long chord bearing South 66 degrees 20 minutes 30 seconds West, 186.06 feet) to the point of beginning.

Section 2: Beginning at a point distant South 89 degrees 26 minutes 00 seconds East, 7.52 feet from the West ¼ corner; thence South 89 degrees 26 minutes 00 seconds East, 333.67 feet; thence North 344.51 feet; thence South 44 degrees 20 minutes 30 seconds West, to the point of beginning.

Section 2: Beginning at a point on West Section line of Section 2, located North 328.38 feet from West ¼ corner; thence from point of beginning North 999.63 feet along West Section line; thence South 89 degrees 25 minutes 32 seconds East, 597.48 feet; thence South 00 degrees 03 minutes 42 seconds West, 382.72 feet; thence South 44 degrees 20 minutes 30 seconds West, 854.21 feet to point of beginning.

Part of the Northwest ¼ of Section 2, White Lake Township, T3N-R8E, described as beginning at a point distant South 89 degrees 26 minutes 00 seconds East, 340.99 feet from the West ¼ corner of Section 2; thence North 344.51 feet; thence North 44 degrees 20 minutes 30 seconds East, 286.13 feet; thence South 551.13 feet; thence North 89 degrees 26 minutes 00 seconds West, 200.00 feet to the point of beginning.

Section 2: The East 192 feet of the West 733 feet of the South 237 feet of the Northwest ¼ of Section 2, T3N-R8E, White Lake Township, Oakland County, Michigan.

Section 2: Being the South 660 feet of the East 198 feet of the West 1,015 feet of the Northwest fractional ¼, Section 2, T3N-R8E, Township of White Lake, Oakland County.

Section 2: Part of the Southeast ¼ of the Northwest ¼ of Section 2, T3N-R8E, beginning at a point distant South 89 degrees 31 minutes 52 seconds East 1,345.5 feet from the West ¼ corner; thence North 89 degrees 31 minutes 52 seconds East 558.50 feet; thence North 00 degrees 08 minutes 52 seconds East 561 feet; thence South 89 degrees 31 minutes 52 seconds West 558.50 feet; thence South 00 degrees 08 minutes 52 seconds East 561 feet to point of beginning.

Section 2: Part of the Northwest ¼ of Section 2, T3N-R8E, beginning at a point distant South 89 degrees 31 minutes 52 seconds West, 150.50 feet from center of Section; thence South 89 degrees 31 minutes 52 seconds West 627 feet; thence North 00 degrees 08 minutes 52 seconds East, 561 feet; thence North 89 degrees 31 minutes 52 seconds East, 150 feet; thence South 40 degrees 20 minutes 40 seconds East, 736 feet to beginning.

Section 2: A parcel of land located in the Township of White Lake, T3N-R8E, Section 2, part of the Northwest ¼ and beginning at the center of section; thence North 00 degrees 13 minutes 18 seconds West 561 feet; thence South 89 degrees 31 minutes 52 seconds West 626.90 feet; thence South 40 degrees 20 minutes 40 seconds East 736 feet; thence North 89 degrees 31 minutes 52 seconds East 150.50 feet to the point of beginning.

Section 2: Part of the Northwest ¼, Section 2, T3N-R8E, beginning at point distant South 89 degrees 26 minutes 00 seconds East 540.99 feet from West ¼ corner; thence South 89 degrees 26 minutes 00 seconds East 804.50 feet; thence North 00 degrees 08 minutes 52 seconds East 561 feet; thence South 89 degrees 31 minutes 52 seconds East 558.50 feet; thence North 00 degrees 08 minutes 52 seconds West 769 feet; thence South 89 degrees 31 minutes 52 seconds West to East line of Detroit Edison right-of-way; thence North 89 degrees 25 minutes 30 seconds West 53.15 feet; thence South 44 degrees 20 minutes 30 seconds West to point, said point being North 551.13 feet from Point of Beginning; thence South 551.13 feet to beginning excluding West 192 feet of South 237 feet, thereof, also excluding East 198 feet of West 474 feet of South 660 feet thereof. EXCEPTING from the above described parcels the following description:

Section 2: Part of the Northwest ¼ of Section 2, T3N-R8E, White Lake Township, Oakland County, Michigan, being more particularly described as commencing at the West ¼ corner of said Section 2; thence North 89 degrees 31 minutes 52 seconds East, 7.52 feet along the East-West ¼ section line of said Section 2 to the point of beginning; thence North 43 degrees 18 minutes 22 seconds East, 83.10 feet; thence North 89 degrees 31 minutes 52 seconds East, 1489.03 feet; thence Northeasterly 975.85 feet along an arc on a curve concave to the Northwest (having a radius of 1440.00 feet, a central angle of 38 degrees 49 minutes 40 seconds and a long chord bearing North 70 degrees 07 minutes 02 seconds East, 957.28); thence North 50 degrees 42 minutes 12 seconds East, 290.98 feet to a point on the North-South ¼ section line of said Section 2, said point distant South 00 degrees 45 minutes 30 seconds East, 160.69 feet from a ¾ inch iron pipe; thence South 00 degrees 45 minutes 30 seconds East, 560.64 feet along said North-South ¼ section line to the center of said Section 2; thence South 89 degrees 31 minutes 52 seconds West, 2678.93 feet along said East-West ¼ section line to the point of beginning.

Section 2: The West 160 feet of North 343 feet of Northwest fractional $\frac{1}{4}$ of Section 2, T3N-R8E, White Lake Township, Oakland County, Michigan.

Section 2: Part of the Northwest $\frac{1}{4}$ of Section 2, T3N-R8E, White Lake Township, Oakland County, Michigan, more particularly described as: Beginning at a point on the North line of Section 2, said point being distant 160 feet East of the Northwest corner of said Section; thence South parallel to the West line of said Section 343 feet; thence East parallel to the North line of said Section 160 feet; thence North parallel to the West line of said Section 343 feet to the North line of section; thence West along said North line 160 feet to the point of beginning.

Section 2: A parcel of land located in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 2, White Lake Township, T3N-R8E, Oakland County, Michigan, more particularly described as beginning at a point on the North section line and centerline of Crosby Lake Road (so-called) located South 89 degrees 29 minutes 26 seconds East, 320.00 feet from the Northwest corner of said Section 2; thence from point of beginning, South 89 degrees 29 minutes 26 seconds East 269.48 feet; thence South 00 degrees 03 minutes 42 seconds West, 1431.12 feet; thence North 89 degrees 26 minutes 32 seconds West, 597.48 feet; thence North 00 degrees 22 minutes 58 seconds East, 1087.39 feet; thence South 89 degrees 29 minutes 26 seconds East, 320.00 feet; thence North 00 degrees 22 minutes 58 seconds East 343.00 feet, to the point of beginning.

Section 2: Part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 2, T3N-R8E: Beginning at a point distant South 89 degrees 29 minutes 26 seconds East 589.48 feet from the Northwest corner; thence South 89 degrees 29 minutes 26 seconds East 390 feet; thence South 00 degrees 03 minutes 42 seconds West 1410.87 feet; thence South 44 degrees 20 minutes 30 seconds West 558.59 feet; thence North 00 degrees 03 minutes 42 seconds East 1813.84 feet to the point of beginning.

Section 2: A parcel of land located in the Northwest $\frac{1}{4}$ of Section 2, White Lake Township, T3N-R8E, Oakland County, Michigan; more particularly described as beginning at a point on the North Section line and centerline of Crosby Lake Road located South 89 degrees 29 minutes 26 seconds East 979.48 feet from the Northwest corner of said Section 2; thence continuing along the North Section line and centerline of Crosby Lake Road South 89 degrees 29 minutes 26 seconds East 359.05 feet; thence South 00 degrees 03 minutes 42 seconds West 402.45 feet; thence North 89 degrees 29 minutes 26 seconds West 359.05 feet; thence North 00 degrees 03 minutes 42 seconds East 402.45 feet to the point of beginning.

Section 2: A parcel of land located in the Northwest $\frac{1}{4}$ of Section 2, White Lake Township, T3N-R8E, Oakland County, Michigan; more particularly described as beginning at a point located South 89 degrees 29 minutes 26 seconds East 979.48 feet along the North Section line and centerline of Crosby Lake Road and South 00 degrees 03 minutes 42 seconds West 402.45 feet from the Northwest corner of Section 2; thence South 89 degrees 29 minutes 26 seconds East 359.05 feet; thence South 00 degrees 03 minutes 42 seconds West 402.45 feet; thence North 89 degrees 29 minutes 26 seconds West 359.05 feet; thence North 00 degrees 03 minutes 42 seconds East 402.45 feet to the point of beginning.

Section 2: A parcel of land located in the Northwest $\frac{1}{4}$ of Section 2, White Lake Township, T3N-R8E, Oakland County, Michigan; more particularly described as beginning at a point located South 89 degrees 29 minutes 26 seconds East 979.48 feet along the North Section line and centerline of Crosby Lake Road and South 00 degrees 03 minutes 42 seconds West 804.90 feet from the

Northwest corner of Section 2; thence South 89 degrees 29 minutes 26 seconds East 359.05 feet; thence South 00 degrees 03 minutes 42 seconds West 234.99 feet; thence South 44 degrees 20 minutes 30 seconds West 514.26 feet; thence North 00 degrees 03 minutes 42 seconds East 605.97 feet to the point of beginning.

Parcel #12-02-100-032

Section 2: The West 210 feet of the North 415 feet of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 2, T3N-R8E, White Lake Township, Oakland County, Michigan.

Parcel #12-02-100-004

White Lake Township, Township 3 North, Range 8 East:

Section 3: Part of the Northeast $\frac{1}{4}$, Section 3, T3N-R8E, beginning at a point on the North line of said Section 3; said point being distant West, 836.25 feet from the Northeast corner of said Section 3; thence running West 484.0 feet along the said North Section line to a point; thence South 00 degrees 14 minutes 00 seconds East 450.0 feet along the centerline of Teggerdine Road to a point; thence East 484.0 feet to a point; thence North 00 degrees 14 minutes 00 seconds West 450.0 feet to the point of beginning.

Section 3: Part of the Northeast Fractional $\frac{1}{4}$ of Section 3, T3N-R8E, White Lake Township, Oakland County, Michigan, described as beginning at a point in the centerline of Teggerdine Road located West 1320.25 feet and South 00 degrees 01 minutes 54 seconds West, 450.00 feet from the Northeast corner of Section 3, T3N-R8E; thence from said point of beginning East, 484.00 feet; thence South 00 degrees 01 minutes 54 seconds West, 200.00 feet; thence West 484.00 feet to the centerline of Teggerdine Road; thence North 00 degrees 01 minutes 54 seconds East, 200.00 feet to the point of beginning.

Section 3: Beginning at a point in the centerline of Teggerdine Road, located West 1320.25 feet and South 00 degrees 01 minutes 54 seconds West, 650.00 feet from the Northeast $\frac{1}{4}$ corner of Section 3, T3N-R8E; thence from said point of beginning East 484.00 feet; thence South 00 degrees 01 minutes 54 seconds West 200.00 feet; thence West 484.00 feet to the centerline of Teggerdine Road; thence North 00 degrees 01 minutes 54 seconds East 200.00 feet to the point of beginning.

Section 3: Part of the Northeast fractional $\frac{1}{4}$ of Section 3, T3N-R8E, beginning at a point distant West 1320.25 feet and South 00 degrees 01 minutes 54 seconds West 850 feet from the Northeast Section corner; thence East 484 feet; thence South 00 degrees 01 minutes 54 seconds West 200 feet; thence West 484 feet; thence North 00 degrees 01 minutes 54 seconds East 200 feet to point of beginning.

Section 3: Part of the Northeast Fractional $\frac{1}{4}$ of Section 3, T3N-R8E, White Lake Township, Oakland County, Michigan; described as beginning at a point in the centerline of Teggerdine Road, located West 1320.25 feet and South 00 degrees 01 minutes 54 seconds West 1050.00 feet from the Northeast corner of Section 3, T3N-R8E; thence from said point of beginning East 484.00 feet; thence South 00 degrees 01 minutes 54 seconds West, 380.94 feet to the North line of MAC DIARMID ACRES, as recorded in Liber 77, Page 31 of Plats, Oakland County Records; thence South 89 degrees 54 minutes 50 seconds West, 484 feet along the North line of MAC DIARMID ACRES to the Northwest corner of MAC DIARMID ACRES; thence North 00 degrees 01 minutes 54 seconds East, 381.67 feet along the centerline of Teggerdine Road to the point of beginning.

Section 3: The East ½ of the North Fractional ½ of the Northeast ¼ of Section 3, T3N-R8E, EXCEPT the East 165 feet. ALSO EXCEPT the West 484 feet.

Section 3:

Parcel A: T3N-R8E, Section 3, Part of the Northeast 1/4: Beginning at the Northeast Section corner; thence South 89 degrees 44 minutes 01 seconds West 165 feet; thence South 00 degrees 21 minutes 00 seconds East 453 feet; thence North 89 degrees 44 minutes 01 seconds East 165 feet; thence North 00 degrees 21 minutes 00 seconds West 453 feet to the beginning.

Parcel B: T3N-R8E, Section 3, Part of the Northeast ¼: Beginning at a point distant South 89 degrees 44 minutes 01 seconds West 165 feet and South 00 degrees 21 minutes 00 seconds East 453 feet from the Northeast section corner; thence South 00 degrees 21 minutes 00 seconds East 420 feet; thence North 89 degrees 39 minutes 44 seconds East 165 feet; thence North 00 degrees 21 minutes 00 seconds West 419.79 feet; thence South 89 degrees 44 minutes 01 seconds West 165 feet to the Beginning.

Parcel C: T3N-R8E, Section 3, Part of the Northeast 1/4 : Beginning at a point distant South 89 degrees 44 minutes 01 seconds West 165 feet and South 00 degrees 21 minutes 00 seconds East 873 feet from the Northeast section corner; thence South 00 degrees 21 minutes 00 seconds East 557.12 feet; thence North 89 degrees 39 minutes 44 seconds East 165 feet; thence North 00 degrees 21 minutes 00 seconds West 557.12 feet; thence South 89 degrees 39 minutes 44 seconds West 165 feet to Beginning.

Parcel #12-03-226-011

Section 3: Part of the SE/4 of the Northeast/4 of Section 3, T3N-R8E described as follows:

Lot 1, MacDiarmid Acres, including any interest Lessor may have in common areas as set forth in the recorded plat thereof as recorded in Liber 77, Page 31 of Plats, Oakland County, Michigan.

Section 3: Part of the SE/4 of the Northeast/4 of Section 3, T3N-R8E described as follows:

Lots 2, 3 and West 20 feet of Lot 4, and all of Lot 9, MacDiarmid Acres, including any interest Lessor may have in common areas as set forth in the recorded plat thereof as recorded in Liber 77, Page 31 of Plats, Oakland County, Michigan.

Section 3: Part of the SE/4 of the Northeast/4 of Section 3, T3N-R8E described as follows:

Lot 4, EXCEPT the West 20 feet, MacDiarmid Acres, including any interest Lessor may have in common areas as set forth in the recorded plat thereof as recorded in Liber 77, Page 31 of Plats, Oakland County, Michigan.

Section 3: Part of the SE/4 of the Northeast/4 of Section 3, T3N-R8E described as follows:

Lot 5, MacDiarmid Acres, including any interest Lessor may have in common areas as set forth in the recorded plat thereof as recorded in Liber 77, Page 31 of Plats, Oakland County, Michigan.

Section 3: Part of the SE/4 of the Northeast/4 of Section 3, T3N-R8E described as follows:

Lot 6, MacDiarmid Acres, including any interest Lessor may have in common areas as set forth in the recorded plat thereof as recorded in Liber 77, Page 31 of Plats, Oakland County, Michigan.

Part of Parcel #12-03-276-015

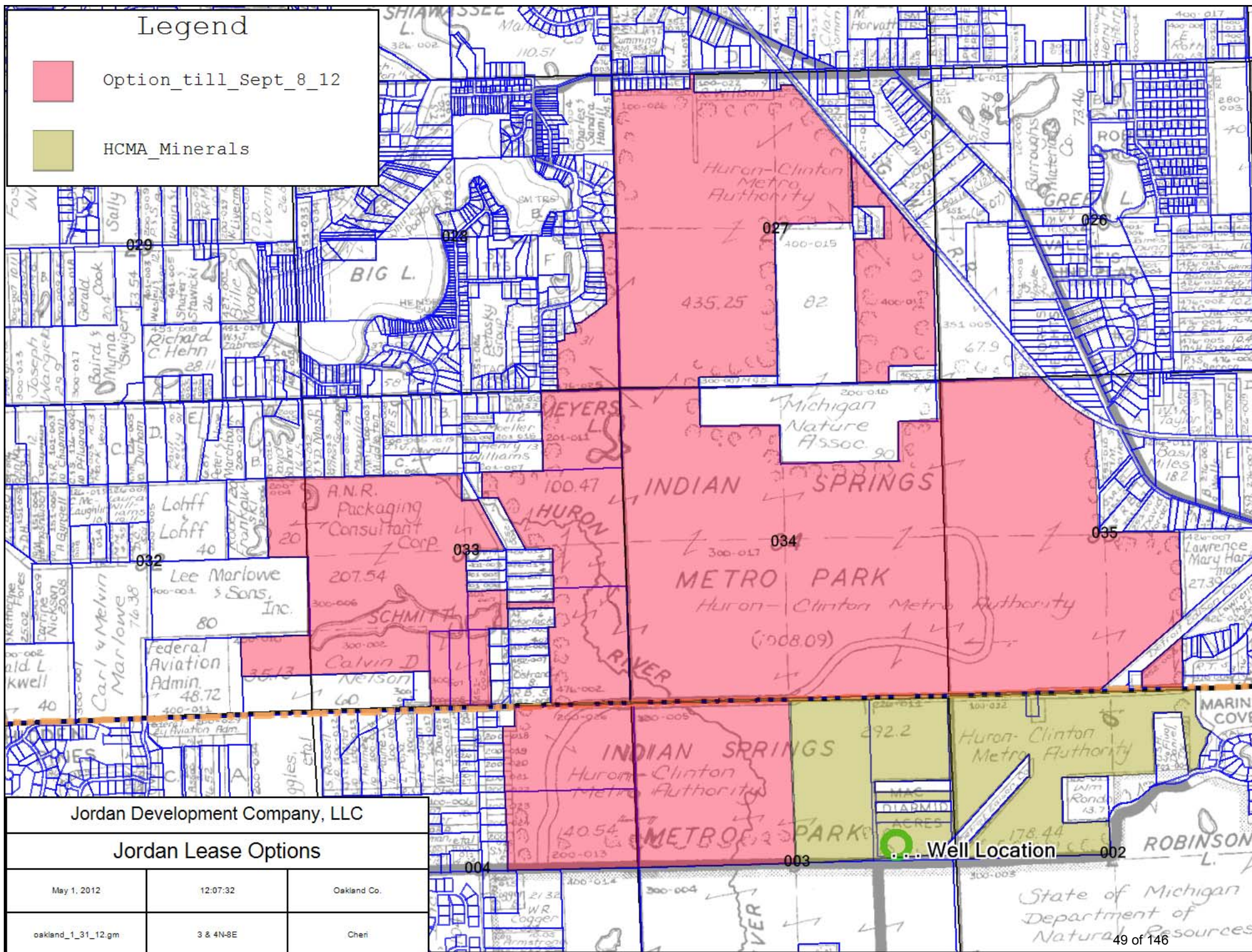
Section 3: Part of the SE/4 of the Northeast/4 of Section 3, T3N-R8E described as follows:
Lot 10, MacDiarmid Acres, including any interest Lessor may have in common areas as set forth in the recorded plat thereof as recorded in Liber 77, Page 31 of Plats, Oakland County, Michigan.
Parcel #12-03-276-004

Section 3: Part of the SE/4 of the Northeast/4 of Section 3, T3N-R8E described as follows:
Lot 12, MacDiarmid Acres, including any interest Lessor may have in common areas as set forth in the recorded plat thereof as recorded in Liber 77, Page 31 of Plats, Oakland County, Michigan.
Parcel #12-03-276-002

Section 3: Part of the Northeast fractional $\frac{1}{4}$ of Section 3, T3N-R8E, White Lake Township, Oakland County, Michigan, described as beginning at a point on the North line of said Section 3, distant South 89 degrees 44 minutes West 1320.25 feet from the Northeast corner of said Section 3; thence South 00 degrees 14 minutes East 625.0 feet; thence South 89 degrees 44 minutes West 1300.00 feet; thence North 00 degrees 14 minutes West 625.00 feet to the North line of said Section 3; thence North 89 degrees 44 minutes East along said North line 1300.00 feet to the point of beginning.

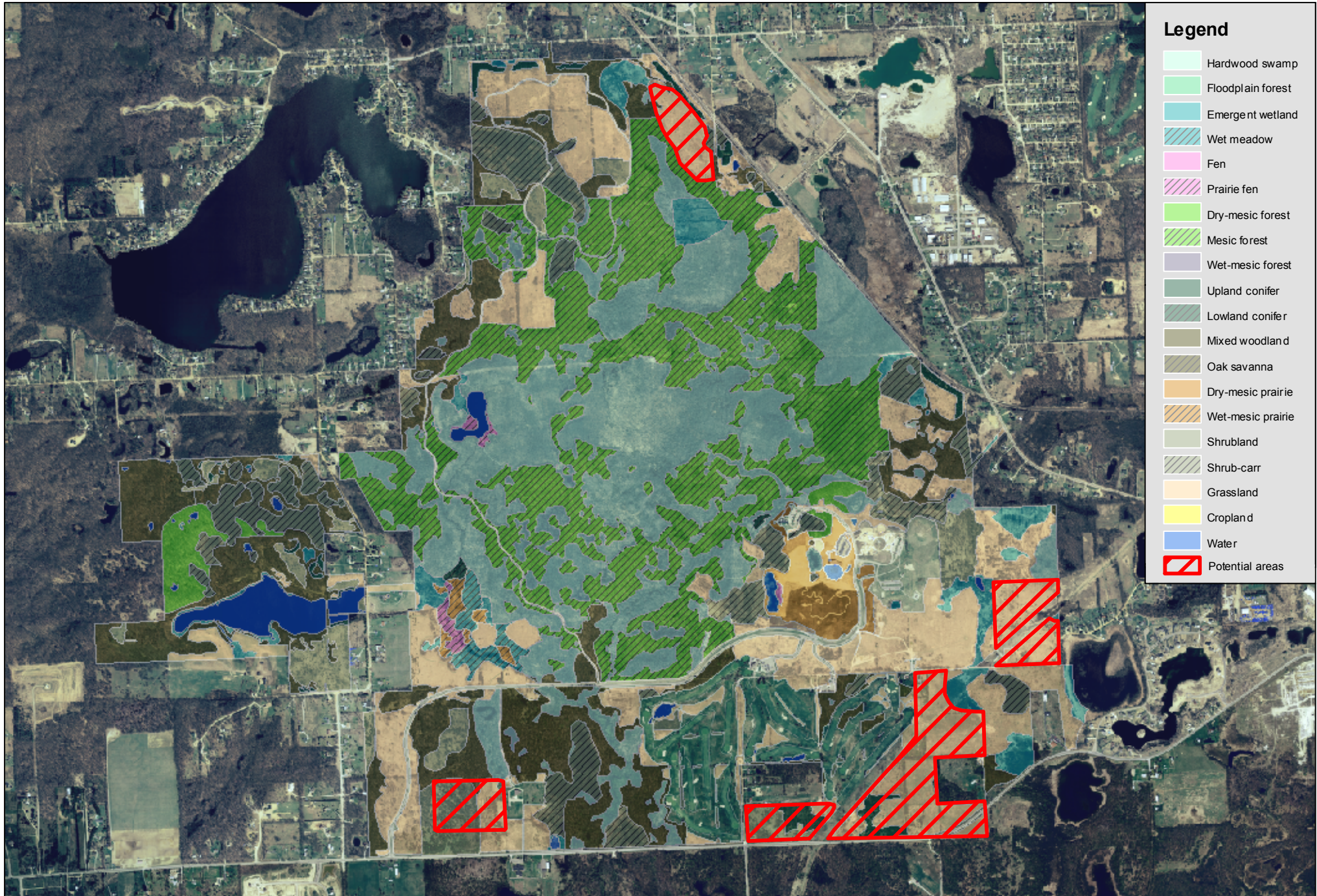
Section 3: The East 30 acres of the Southwest $\frac{1}{4}$ of the Northeast fractional $\frac{1}{4}$ of Section 3, T3N-R8E, Township of White Lake, Oakland County, Michigan.

Section 3: The West $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northeast Fractional $\frac{1}{4}$ Section 3; the Northeast $\frac{1}{4}$ of the Northwest Fractional $\frac{1}{4}$ of Section 3; and that part of the North $\frac{1}{2}$ of the Northeast Fractional $\frac{1}{4}$ of Section 3, lying West of Teggerdine Road, EXCEPT a parcel of land described as beginning at a point on the North line of said Section 3, distant South 89 degrees 44 minutes West 1320.25 feet from the Northeast corner of said Section 3; thence South 00 degrees 14 minutes, East 625.0 feet; thence South 89 degrees 44 minutes West 1300.00 feet; thence North 00 degrees 14 minutes West 625.0 feet to the North line of said Section 3; thence North 89 degrees 44 minutes East along said North line 1300.0 feet to point of beginning.



Indian Springs Metropark

7-B-1-e



0 0.25 0.5 0.75 1 Miles

EXHIBIT B
Potential Well Site Areas
General Locations

Huron-Clinton Metropolitan Authority
Date: May, 2012
Sources: HCMA, SEMAP, MNFI



**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners
From: Gregory J. Almas, Deputy Director
Subject: Agreement – Heavner Canoe Rental
Location: Kensington Metropark, Oakland County
Date: May 3, 2012

Heavner Canoe Rentals is requesting to establish a base of operations at the East Shore Fishing site at Kensington Metropark. Heavner, based in Milford, has been in existence since 1953 and is a well established operation.

If approved by the Board of Commissioners, three (3) wilderness Canoe and Kayak trips would be offered; 1.5 hours at \$30, 2.5 hours at \$35 and 4 hours at \$40. These trips would begin north of Kensington Metropark proper and end at the East Shore Fishing site. These trips would not compete with the Metroparks self-operated Kent Lake rentals.

The initial agreement for the 2012 season (May 15 through Labor Day) would be considered a trial and could be renewed if evaluated a success.

The agreement provides in part that:

- Heavner provide site set-up including temporary trailer and tent;
- Heavner shall pay the Authority a 10 percent commission of gross sales;
- Heavner shall provide insurance in the amount of \$1 million / \$2 million naming the Authority as an additional insured.

The agreement will be reviewed by the Authority's attorneys prior to execution.

Attachment: Heavner Canoe Rental Agreement

Recommendation: That the Board of Commissioners approve the Agreement with Heavner Canoe Rentals on a one season trial basis as recommended by Deputy Director Almas and staff.

AGREEMENT
Huron-Clinton Metropolitan Authority
and
Heavner Canoe Rental

THIS AGREEMENT (“Agreement”) entered into on the _____ day of _____, 2012, by and between Huron-Clinton Metropolitan Authority (the “Authority”) and Heavner Canoe Rental, 2775 Garden Road, Milford, MI 48381 (“**Heavner**”) (collectively, “**Parties**”).

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

Heavner’s Duties. Heavner shall:

- a) Provide and operate canoe and kayak rental and trips at the locations as hereinafter defined.
- b) Set up at the site designated at the location, as hereinafter defined, including but not limited to providing a temporary tent or trailer, securely anchored. The facility will be set up at the following location (“**Location**”):

East Shore Fishing Site, Kensington Metropark, Milford, MI

- c) Pay to the Authority a fee of 10 percent of monthly gross revenue per month (“**Fee**”), Payment shall be paid by the 15th of every month for the previous month’s gross revenue, commencing on _____ and ending on _____ as herein described. All sales from the previous month are to be reported to the Park Operations Department by noon on the first of the month. Sales reports are to itemize gross sales by trip description and fee charged.

Sales shall be accounted for by the use of numbered rental/trip agreements or comparable auditable accounting method approved by the Authority.

Heavner shall charge fair, reasonable and nondiscriminatory prices for each unit of sale or service.

All requests for prices and changes in pricing must be submitted with surveys of comparable operations for approval one month prior to the beginning of the season.

Heavner agrees to keep the books of accounts and records of all operations and to establish a system of bookkeeping and accounts in a manner satisfactory to the Authority and to permit inspection of said books and records by the Authority. Detailed records shall be retained and available for inspection up to three (3) months after the receipt of the audited profit and loss statement. The audited profit and loss statement must be certified by a Certified Public Accountant licensed to practice in the state of Michigan or as deemed acceptable by Authority’s Controller.

- d) Heavner shall operate commercial quality equipment at the location specified. Such operations shall be in an environment of complete cooperation with Authority personnel especially when and where facilities will be operated in concert with Authority employees. Good, prompt and efficient service adequate to meet all the demands for service at the location subject to this Agreement shall be furnished. Heavner shall, at all times, comply with the all applicable laws and regulations of the United States, the state of Michigan, the local county, and the municipalities wherein the facilities are located.
- e) Heavner shall be responsible for providing means of connection to utilities, if applicable.
- f) Heavner shall be financially responsible for providing phones at facility whenever possible.
- g) Heavner shall at all times provide an active, qualified and competent supervisor who shall be authorized to represent and act for Heavner in matters pertaining to the day to day operation of the facility. The Authority reserves the right of approval of the supervisor candidate prior to hiring. If at any time the Authority notifies Heavner that the supervisor or his/her assistant(s) are unsatisfactory, Heavner shall remedy the situation within 48 hours to the Authority's satisfaction. Heavner further agrees to have at all times sufficient attendants on duty to render adequate service to the public, the Authority being the judge of the adequacy of such service.

The Operator and all employees shall be clean, courteous, efficient and neat in appearance. They shall be in approved uniforms at all times which include nametags, shirts identifying the person as an employee of Heavner. Uniforms are to be furnished by Heavner at no cost to the Authority. Uniforms and employee appearance must be consistent with the Authority's Appearance Policy, available upon request.

Heavner 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 Authority to Heavner that a person employed by Heavner is, in the Authority's opinion, disorderly, unsanitary, or otherwise unsatisfactory, Heavner shall remedy the situation to the Authority'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 Heavner at any facility without consent of the Authority.

Heavner agrees, at the request of the Authority or its authorized representative, forthwith to terminate for cause the employment within the park(s) of any employee whom the Authority or such representative reasonably considers detrimental to the best interests of the park(s) or the public using same. Heavner shall employ such help and personnel as it may deem reasonable and necessary for its operation hereunder and all such help and personnel shall be admitted to the parks free of charge. Heavner is to comply with all applicable State and Federal Employment laws and regulations.

Heavner's attention is called to the requirement imposed by MCL 37.2209. Heavner 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.

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

j) **Indemnity.**

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

The ownership, occupancy or use of the location by the Authority or Heavner;

The performance of this Agreement (including future changes and amendments thereto) by Heavner, its employees, agents, representatives, contractors, subcontractors, or volunteers, including but not limited to Heavner's duties under this Agreement;

The failure of Heavner, its employees, agents, representatives, contractors, subcontractors, or volunteers to comply and conform with any applicable law, statute, ordinance or regulation now or hereinafter in force, including, but not limited to violations of the Americans with Disabilities Act of 1990 (ADA) and any current or future amendments thereto; or

Any negligent, reckless, or intentional act or omission of Heavner, its employees, agents, representatives, contractors, subcontractors, or volunteers, whether or not such negligence is claimed to be either solely that of Heavner, its employees, agents, representatives, contractors, subcontractors, or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the indemnified parties.

The purchase of insurance coverage required by this Agreement, or otherwise, shall not relieve Heavner from the requirements of this paragraph.

k) Operations.

- i. Vendor shall not operate at any time when unsafe weather conditions exist or are imminent, as determined by operator in its sole discretion.
- ii. Park Operations staff has the discretion to limit hours of operation if the operation conflicts with another park event.
- iii. Fees and charges will be set by Heavner as herein described. Maximum fees charged will be the following: Kensington Group Camp to East Shore Fishing – 1.5 hours, \$30.00; Milford Central Park to East Shore Fishing – 2.5 hours, \$35.00; Heavner Canoe Livery, Milford to East Shore Fishing- 4 hours, \$40.00. Any group discounts from set fees are at Heavner's sole discretion.
- iv. Hours of operation are established as being May 15, 2012 through Labor Day, 2012. The facility will operate at a minimum of Friday through Monday, hours of operation being 10:00 a.m. to 7:00 p.m. Operations at other times will be available by advance reservation.
- v. Equipment provided during normal operation days and hours will consist of a minimum of eight (8) canoes and four (4) kayaks. Prior to May 15, 2012 and after Labor Day, equipment provided will be reduced to five (5) canoes or kayaks.

- l) Heavner shall procure at his own expense all required permits, licenses and meet all applicable building, health and fire codes. It is the financial responsibility of Heavner to ensure that equipment meets all State and Health Department Requirements.

m) Term and Termination.

The term of this Agreement (“**Term**”) shall commence on the ____ day of _____ 20____ and expire on the ____ day of _____, 20____.

This Agreement may be terminated by either party, effective immediately upon providing written notice of termination to the other party.

n) Notification.

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

Attn: _____
(Address) _____

Phone: _____

Heavner, LLC
Alan Heavner, President
2775 Garden Road
Milford, MI 48381
Phone: (248) 561-8274

Miscellaneous Provisions.

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

GENERAL TERMS AND CONDITIONS:

INSPECTION OF EQUIPMENT AND PREMISES

It is agreed that the equipment and premises may be inspected at any time by authorized representatives of the Authority. Heavner agrees that, if notified by the Authority or such representatives, that the condition of any part of the premises or the facilities thereof is unsatisfactory, he will immediately remedy the same.

TERMINATION

If Heavner defaults in any of the terms or provisions of this Agreement or if Heavner's operations are unsatisfactory in the opinion of the Authority, the Authority may terminate this Agreement with 48 hours written notice. Upon such termination the Authority reserves the right to enter the premises occupied by Heavner and take full possession thereof. In addition, the Authority may remove from such premises the property and effects of Heavner and, without legal process, remove all parties who may be present upon or occupy any part of the premises, and all personal property that may be thereon, without being liable to prosecution for any damage therefore, from any cause whatsoever by reason of such removal, and Heavner expressly waives any and all claims for damage and loss against the Authority, their officers and agents.

Heavner will be required to give the Authority a minimum of 90 days notice prior to discontinuing service if for any reason they are unable to perform under the terms of this agreement.

USE OF FACILITIES

It is expressly understood and agreed that no building, parcel, structure, equipment or space is leased to Heavner; and is entitled to operate only so long as each and every stipulation and condition in this concession agreement is complied with and conformed to. Heavner agrees not to use nor to permit any person to use in any manner whatsoever, the said premises or any part thereof or any building thereon for any illegal purpose, or for any action or business in violation of any Federal, State, or Municipal Law, ordinance, rules, order or regulation of the Authority now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and keep harmless the Authority and the individual members thereof and their agents, from and against any damage, penalty, fine, judgment, expenses or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation-occasioned by any act, neglect or omission of Heavner, or any employee, person or occupant for the time being of said premises (or operation thereof) to be objectionable or improper, the Authority shall have the right and power and hereby authorized by Heavner so to do, to at once declare this Agreement terminated without previous notice to Heavner.

Heavner shall not carry on within or upon said spaces any other business except that described in the proposal. Heavner agrees not to interfere with any other operation of the Authority.

ALTERATIONS

Any alterations in the existing areas for electricity, power, gas, water, sewer, drain pipes, refrigeration or other fixtures necessary for the operation of this Agreement shall be made at the sole expense of Heavner, after written approval of said alteration by the Authority. Heavner shall use only electricity for power and illumination of said premises, buildings or spaces included in this Agreement unless otherwise permitted in writing by the Authority and shall use all electric lights and power in strict accordance with the plans and designs designated and approved by the Authority.

FLAMMABLES

Heavner shall not use or permit the storage of any illuminating oils, candles, oil lamps, turpentine, benzene, naphtha or other similar substances or explosives of any kind, or any substance or things prohibited in the standard policies of fire insurance companies in the State of Michigan in buildings erected or to be erected on the premises.

SANITATION

Heavner agrees to keep clean and in a sanitary condition, all premises used and also the surrounding areas. All refuse and waste materials shall be stored by Heavner and shall be disposed of by the Authority. All State and Local health laws and regulations shall be strictly complied with.

MAINTENANCE

Heavner will be responsible for the maintenance of all equipment. Heavner shall not make any alterations in premises without the written approval of the Authority.

ADVERTISING

Heavner agrees not to advertise in any manner or form, on or about the premises, buildings or space licensed to him, or elsewhere, or in any newspapers unless approved by the Authority. Heavner shall not employ or use any persons known as "hawkers", "spielers", "crier", or other noise makers or means of attracting attention to Heavner's business, not approved by the Authority, or to the extent of creating a nuisance.

TRAINING

The Authority will hold training programs to acquaint personnel with information about the Authority to disseminate to the general public

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Witnessed

Huron-Clinton Metropolitan Authority

_____ By: _____
Anthony V. Marrocco, Chairman

_____ And: _____
John C. Hertel, Secretary

_____ Date: _____

Witnessed

Heavner Canoe Rental

_____ By: _____
Alan Heavner, President

_____ And: _____

_____ Date: _____



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Michael Arens, Chief Engineer
 Project Title: Proposal – Architectural Consulting Services, Park Service Area Building Replacement
 Project Type: Capital Improvement
 Location: Huron Meadows Metropark, Livingston County
 Date: May 3, 2012

As reported to the Board at the Feb. 9, 2012 meeting, the 2012 Capital Improvement Budget includes a project for replacing the existing park service buildings and related facilities at Huron Meadows Metropark. The main components of the project, as separately itemized in the 2012 Budget, are as follows:

Park Service Building	\$ 840,000
Park Maintenance Storage Building	\$ 330,000
Park Maintenance Area Site Completion	\$ 25,000
Park Maintenance Area Paving	\$ 130,000
Park Maintenance Building Demolition	<u>\$ 85,000</u>
Total	\$1,410,000

Existing facilities in the service complex to remain include the salt storage building, constructed in 1999 and currently in good condition, and the underground fuel storage system, constructed in 1993 and in serviceable condition at this time.

The existing park service building complex, located adjacent to a residential area on Rickett Road south of Brighton, consists of two (2) large and two (2) small metal Quonset buildings of World War II vintage. Also included are a wood frame storage building dating from the 1920s, and a residential building, circa 1955, which currently serves as an office and employee area. These buildings are deteriorated, difficult to maintain, beyond repair and not in compliance with current codes. The storage and maintenance buildings have structural and electrical deficiencies that may present potential safety issues. The buildings were neither designed nor constructed for their present use and cannot economically be modified or adapted as such.

The proposed service building will include an estimated 1,700 square feet for park service equipment maintenance; approximately 4,500 square feet of equipment/supply storage space with provisions for pesticide loading and storage; and an estimated 1,700 square feet of space for office, mechanical equipment, rest rooms and employee areas. The building will be designed primarily for functionality, economy and efficiency; with durable structural components and features, and detailed appropriately for a park setting. Utilities, including new water well, septic, natural gas and communications will be included, along with pavement, landscaping and demolition of the existing buildings.

Architectural design services will be necessary to prepare the design of the Park Service/ Maintenance building. In accordance with Board direction on Feb. 9, 2012 to seek proposals for design services from multiple firms, requests for proposals (RFPs) were issued to four firms whose qualification and experience recommended their consideration. All of these firms have had prior successful experience with HCMA. Firms receiving RFPs are as listed below.

Proposals were received on April 19, 2012 and subsequently evaluated and ranked by a five-member panel consisting of HCMA staff. Evaluation criteria were generally as follows:

- Firm qualification, including key personnel and subconsultants
- Experience, including similar projects, distinctions and awards
- Client relations, including references and firm location
- Understanding of the project, including ability to bring practicality, functionality and creativity to the project

Proponents were required to submit their cost proposal in separate, sealed envelopes in their proposal package. Panel members were not provided with cost proposal during their evaluation, to insure that evaluation was based primarily on qualification rather than cost. The results of the Staff evaluation (based on the average of reviewers' scores) and listing of fee proposals are as shown below, listed alphabetically by firm name. Cost proposals include design, construction documents and construction administration costs. It should be noted that we believe all submitting firms are highly qualified, and all firms submitted excellent proposals.

<u>Firm Name</u>	<u>Location</u>	<u>Ave. Ranking</u> (1 being the highest)	<u>Cost Proposal</u>
Angelini & Associates	Ann Arbor, MI	3.0	\$ 117,780.00
Lindhout Associates	Brighton, MI	1.2	\$ 45,900.00
Wakely Associates, Inc.	Warren, MI	3.0	\$ 73,320.00
Wilkie & Zanley Architects	Wyandotte, MI	2.2	\$ 58,500.00

Based on staff's evaluation, we believe Lindhout Associates best qualified for the project. This evaluation is based generally on their experience in maintenance facility design; the quality of their portfolio; and their attention to issues specifically related to the needs of this project. It should again be noted that the evaluation and ranking was made independently of cost proposals. It is also noted that Lindhout Associates has received several AIA Michigan Awards; and that they successfully provided architectural design services for the recently-completed Golf Starter Building at Kensington Metropark.

Recommendation: That the Board of Commissioners accept the proposal of Lindhout Associates to provide architectural design services for the proposed Park Service Building project at Huron Meadows Metropark in the amount of \$45,900.00 as recommended by Chief Engineer Arens and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

7 - E - 1
Meeting of May 10, 2012

To: Board of Commissioners
From: Paul Muelle, Chief of Natural Resources
Subject: Hudson Mills Golf Course Storm Damage Clean-up Supplemental Appropriations Request
Date: May 3, 2012

At the April 12, 2012 Board meeting, staff was authorized to commence tornado damage clean-up efforts at Hudson Mills Metropark and to award tree removal work to Fodor Timber, Inc. of Grass Lake, Michigan in the amount of \$150,000 and to recover and sell all merchantable timber to partially offset clean-up costs.

Those clean-up efforts began on April 20 on the golf course maintenance road and have progressed on to the back nine of the course. The first group of saw logs is being assembled and should be ready for sale by early May and negotiations with CNA Insurance for damage reimbursement is currently underway.

At this time, a funds transfer totaling \$150,000 from the Reserve for Future Contingencies account is required.

Attachment: Photos from the onsite clean-up at Hudson Mills Golf Course

Recommendation: That the Board of Commissioners receive and file the Hudson Mills Golf Course Storm Damage Clean-up report and approve the transfer of funds in the total amount of \$150,000 from Reserves to cover the expenditures as recommended by Chief of Natural Resources Muelle and staff.







HURON-CLINTON METROPOLITAN AUTHORITY

7 - F - 1
Meeting of May 10, 2012

To: Board of Commissioners
From: David L. Wahl, Controller
Subject: Early Retirement Window Pension Plan Amendment Approval
Date: May 3, 2012

Pursuant to the recently negotiated and approved "early retirement window" by all four units of the HCMA Employees' Association, it is necessary to amend the HCMA Employees' Retirement Plan and Trust Agreement.

To this end, the attached Fourth Amendment to the Pension Plan detailing the provisions of the early retirement window has been developed to formally amend the Plan. This amendment will allow HCMA Employees' Association members to retire between April 1 and June 30, 2012 after age 55 with 25 years' service unreduced or after age 60 with 10 years' service unreduced. Employees would be given credit for their Aug. 1, 2012 wage rates in the calculation of final average earnings.

This Fourth Amendment has been reviewed by our actuary (Gabriel, Roeder, Smith & Co.) and legal counsel (Miller Canfield). Both firms concur that the Fourth Amendment is in order as to form and content for Plan amendment purposes.

To date, nine Association employees out of 21 eligible have elected to retire under this early retirement window, with nine additional Association employees receiving cost-out's of available benefits. Six other Authority employees have indicated they will be retiring under the normal provisions of the Pension Plan.

The Pension Committee will be meeting prior to the May 10, 2012 Board meeting and are expected to approve the Fourth Amendment.

Attachment: Fourth Amendment to the HCMA Employees' Retirement Plan and Trust Agreement

Recommendation: That the Board of Commissioners approve the Fourth Amendment to the Pension Trust Agreement as recommended by Pension Trustee Wahl.

**FOURTH AMENDMENT TO THE
HURON-CLINTON METROPOLITAN AUTHORITY
EMPLOYEES' RETIREMENT PLAN AND TRUST AGREEMENT
AS RESTATED JANUARY 1, 1997**

WHEREAS, the Huron-Clinton Metropolitan Authority (the "Authority") has deemed it desirable to amend the Plan to provide benefit improvements to active Participants.

NOW, THEREFORE, the Huron-Clinton Metropolitan Authority Employees' Retirement Plan and Trust Agreement (the "Plan") is hereby amended effective April 1, 2012 as follows:

1. Article 3, Section 3.3 is hereby amended to add the following subsection (c) at the end thereto:

(c) Effective April 1, 2012

Any active Participant who attains age 55 with 25 years of Service or age 60 with 10 years of Service prior to June 30, 2012 and is employed in one of the following Huron-Clinton Metropolitan Authority Employees' Association bargaining units:

Department Head Unit
Supervisory Unit
Professional Unit
Non-Supervisory Unit

will be offered a one-time irrevocable election to retire under the following conditions:

- (i) Participant will receive an Early Retirement benefit under the Plan calculated in the same manner as the Normal Retirement benefit but without reduction for commencement prior to their Normal Retirement Date.
- (ii) The Compensation Rate scheduled to be in effect on August 1, 2012 will be includable in the calculation of Final Average Earnings.
- (iii) Participant must complete valid retirement application on or after April 1, 2012 and prior to June 30, 2012.

IN WITNESS WHEREOF, Huron-Clinton Metropolitan Authority has caused this Amendment to be executed by its duly authorized officers and the corporate seal to be hereunto affixed this 10th day of May, 2012.

Huron-Clinton Metropolitan Authority

By: _____
Anthony V. Marrocco, Chairman

By: _____
John C. Hertel, Secretary

By: _____
George Phifer, Executive Secretary

By: _____
David L. Wahl, Pension Trustee



HURON-CLINTON METROPOLITAN AUTHORITY

7 - F - 2

Meeting of May 10, 2012

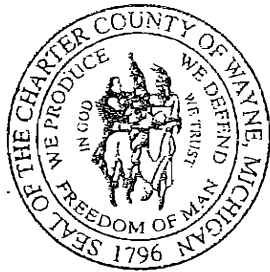
To: Board of Commissioners
From: David L. Wahl, Controller
Subject: U.S. Steel – Wayne County Tax Refund Agreement Approval
Date: May 3, 2012

On April 23, 2012, HCMA was advised of a Consent Judgment from the Michigan Tax Tribunal (MTT) involving Unites States Steel's challenges of property tax assessments in River Rouge and Ecorse for the years 2003 to 2011. MTT approved taxable value reductions of 37 percent for River Rouge properties and 41 percent for Ecorse properties. The net impact of these taxable value reductions for HCMA results in an MTT ordered refund of \$187,549.59. U.S. Steel is offering HCMA a discount of \$13,549.59 (7.2 percent) if paid to them by June 29, 2012 (net refund = \$174,000.00).

Wayne County Corporation Counsel has developed the attached agreement with U.S. Steel to facilitate these refunds from local units. Miller Canfield has reviewed this agreement on behalf of HCMA and finds format and content satisfactory.

Attachment: Local Unit Refund Agreement

Recommendation: That the Board of Commissioners (1) approve the Local Unit Refund Agreement between U.S. Steel, HCMA and Wayne County, and (2) authorize Controller Wahl to issue a lump sum refund check to the Wayne County Treasurer in the amount of \$174,000 in accordance with the terms of the Agreement.



Robert A. Ficano
County Executive

April 20, 2012

David Wahl, Controller
Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
P.O. Box 2001
Brighton, Michigan 48116-8001

Re: United States Steel v River Rouge and Ecorse
Settlement of Michigan Tax Tribunal Litigation

Dear Mr. Wahl,

Please be advised that the above Tax Tribunal case which had been pending since 2003 was settled and a Consent Judgment was entered on January 20, 2012. Since this settlement included multiple years on appeal and multiple parcels of property that expanded over the boundaries of two municipalities, the refund obligations are significant.

In order to provide some consistency in your budget process, US Steel agreed to extend your taxing units refund payment over a three year time horizon with the first installment payment due August 31, 2012. The second installment will be due by or before August 31, 2013 and the third installment due by or before August 31, 2014. The Refund Agreement is attached and includes a summary of your refund obligation. Please note that US Steel is providing an incentive for a lump sum payment if received by US Steel by or before June 29, 2012 pursuant to paragraph 2 (b) on page 3 of the Refund Agreement.

You are respectfully requested to sign the agreement and return to Corporation Counsel in the enclosed self addressed envelope by May 31, 2012. The Refund Agreement will be signed by the Office of the Wayne County Treasurer which will facilitate the refund payment to US Steel according to your preferred method of payment (Lump Sum or Installments). Upon execution by US Steel, you will receive a fully signed copy for your records.

Time is of the essence and should you have any questions or concerns after your review of the attached documents, please contact Jacob S. Ghannam, Principal Attorney of Wayne County Corporation Counsel at 313-224-6671, or the undersigned.

Very truly yours,

Michael Racklyeft
Deputy Director, Wayne County Assessments & Equalization

Enclosures

DEPARTMENT OF MANAGEMENT AND BUDGET • ASSESSMENT AND EQUALIZATION DIVISION
400 MONROE • SUITE 600 • DETROIT, MICHIGAN 48226 • (313) 224-2325 • FAX (313) 224-4864

**LOCAL UNIT REFUND AGREEMENT BY AND BETWEEN
UNITED STATES STEEL CORPORATION, HURON-CLINTON METROPOLITAN
AUTHORITY AND THE COUNTY OF WAYNE, MICHIGAN**

This Agreement is made as of this ____ day of May, 2012, by and between United States Steel Corporation (“USS”), Huron-Clinton Metropolitan Authority (the “Local Unit”), and the County of Wayne, Michigan through the Offices of the Wayne County Treasurer (the “County”) as the collecting agent for the Local Unit.

RECITALS

This Agreement is based on the following Recitals which USS, the Local Unit and the County agree are accurate and reflect their mutual understanding and intent:

River Rouge Appeals

- A. National Steel Corporation (“National Steel”) appealed the property tax assessments and taxable values of certain property in the City of River Rouge, Michigan (the “River Rouge Property”), for a portion of Tax Year 2003, in the Michigan Tax Tribunal (the “Tribunal”), Docket No. 292774 (the “National Steel Cases”);
- B. USS appealed the property tax assessments and taxable values of the River Rouge Property for a portion of Tax Year 2003 and for Tax Year 2004, Docket No. 301432;
- C. The appeal brought by National Steel and the appeals for 2003 and 2004 brought by USS were consolidated by the Tribunal by Order dated April 27, 2006 (the “River Rouge Consolidated Case”); however, three parcels that were part of the National Steel Case were not part of the case filed by USS and were assigned a separate Docket No. 321672 (the “Severed Parcels Case”);
- D. USS also appealed the real and personal property taxes with respect to the River Rouge Property for Tax Years 2005 through 2008, Docket No. 315776 (the “River Rouge 2005/2008 Case”), and for Tax Years 2009 through 2011, Docket No. 365336 (the “River Rouge 2009/2011 Case”);
- E. In each of the River Rouge Consolidated Case, the Severed Parcels Case, the River Rouge 2005/2008 Case, and the River Rouge 2009/2011 Case, consent judgments (the “River Rouge Consent Judgments”) were entered by the Tribunal on January 20, 2012 in accordance with the terms of a Settlement Agreement (the “River Rouge Settlement Agreement”) among USS, National Steel, the City of River Rouge and County.

Ecorse Appeals

- F. National Steel appealed the property tax assessments and taxable values of certain property in the City of Ecorse, Michigan (the “Ecorse Property”), for a portion of Tax Year 2003, in the Tribunal, Docket No. 293305;
- G. USS appealed the property tax assessments and taxable values of the Ecorse Property for a portion of Tax Year 2003 and for Tax Year 2004, Docket No. 301422;
- H. The appeal brought by National Steel and the appeals for 2003 and 2004 brought by USS were consolidated by the Tribunal by Order dated March 14, 2006 (the “Ecorse Consolidated Case”);
- I. USS also appealed the real and personal property taxes with respect to the Ecorse Property for Tax Years 2005 through 2008, Docket No. 315743 (the “Ecorse 2005/2008 Case”), and for Tax Years 2009 through 2011, Docket No. 367802 (the “Ecorse 2009/2011 Case”);
- J. In each of the Ecorse Consolidated Case, the Ecorse 2005/2008 Case, and the Ecorse 2009/2011 Case, consent judgments (the “Ecorse Consent Judgments”) were entered by the Tribunal on January 20, 2012, in accordance with the terms of a Settlement Agreement (the “Ecorse Settlement Agreement”) among USS, National Steel, the City of Ecorse and County.
- K. Terms defined in the River Rouge Settlement Agreement and the Ecorse Settlement Agreement (collectively, the “Settlement Agreements”) have the same meaning in this Agreement unless clearly defined differently;

The Local Unit’s Share

- L. As a result of the entry of the River Rouge Consent Judgments and the Ecorse Consent Judgments (collectively, the “Consent Judgments”), the Local Unit has an obligation to pay \$187,549.59 (the “Local Unit’s Share”) (\$82,260.96 of which related to River Rouge Appeals and \$105,288.63 of which relates to Ecorse Appeals) out of the total obligation of the affected taxing units to National Steel and USS; all of which is currently unpaid;
- M. The County serves as the collecting agent for the Local Unit and the Local Unit pays or is otherwise treated as the source of the funds for the Local Unit’s refund obligation under the Consent Judgments, which the County collects and forwards to the taxpayer. The Local Unit acknowledges that it is possible that the Local Unit may need to provide funds to the County from sources outside the usual annual tax collections designated for the Local Unit in order to meet its refund obligations under the Consent Judgments;
- N. As set forth in the Settlement Agreements, National Steel and USS separately agreed upon the apportionment of the refunds due for Tax Year 2003, and for efficiency and simplicity agreed that all payments under this agreement should be made to USS;

- O. The Local Unit desires to defer payment of a portion of the Local Unit's Share to later in 2012 and to 2013 and 2014, and National Steel and USS agreed under the terms of the Settlement Agreement to permit such a deferral on terms and conditions satisfactory to USS. The County has agreed, as collecting agent, to facilitate this arrangement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree to the following:

(1) The Local Unit acknowledges the entry of the Consent Judgments.

(2) The Local Unit agrees to provide, or otherwise cooperate with the County in obtaining, collecting and making available to the County, the Local Unit's Share.

(a) The Local Unit may elect to provide, have collected, or otherwise make available to the County, the amount of \$174,000.00 (the Lump Sum Amount"), which is to be paid by the County to USS on or before Friday, June 29, 2012. If the Lump Sum Amount is received by USS on or before Friday, June 29, 2012, then the Local Unit shall not be required to pay the sum of \$13,549.59 (the "Incentive Amount") which is the balance of the Local Unit's Share less the Lump Sum Payment.

(b) If, for any reason, USS does not receive the Lump Sum Amount on or before Friday, June 29, 2012, then the Local Unit's Share shall be paid in installments (the "Installment Payments"). Each installment shall be provided, collected, or otherwise made available by the Local Unit to the County, prior to the due dates for payments to be made by the County to USS, in order to allow the County to make the payments. The payments by the County to USS shall be made by wire transfer or check in immediately available funds in the amounts and on or before the dates set forth below:

(i) The Local Unit shall provide, have collected, or otherwise make available to the County Sixty Two Thousand Five Hundred Sixteen and 53/100 Dollars (\$62,516.53) and on or before August 31, 2012 the County shall forward that amount to USS; and

(ii) The Local Unit shall provide, have collected, or otherwise make available to the County Sixty Two Thousand Five Hundred Sixteen and 53/100 Dollars (\$62,516.53) and on or before August 31, 2013, the County shall forward that amount to USS; and

(iii) The Local Unit shall provide, have collected, or otherwise make available to the County Sixty Two Thousand Five Hundred Sixteen and 53/100 Dollars (\$62,516.53) and on or before August 31, 2014, the County shall forward that amount to USS.

These amounts relate solely to the Local Unit's Share of the Consent Judgments.

(c) All amounts paid to USS pursuant to this paragraph (2) shall be credited against:

(i) the Local Unit's obligations to USS (and the County's obligations as collecting agent for the Local Unit) and the Incentive Amount shall be credited as paid if the Lump Sum Amount is timely paid; and

(ii) against accrued interest related thereto after the date the Consent Judgments were entered.

(d) USS and National Steel have agreed in the Settlement Agreements that for purposes of efficiency and simplicity all payments, including those payments due to National Steel shall be made to USS.

(e) If all of the payments on behalf of the Local Unit are made to USS through the County pursuant to this Paragraph 2, the County shall not have any other or further obligation to receive and disburse payments to USS or National Steel for, or on behalf of, the Local Unit. The obligation of the County to receive and disburse refunds for, or on behalf of, the Local Unit for which it serves as the tax collecting entity shall be limited to the extent of those obligations as a tax collecting entity except as expressly set forth in this Agreement. Funds received or obtained by the County from the Local Unit for the benefit of USS must be promptly paid to USS, but the timing of payments shall be governed by this Agreement.

(3) If all of the amounts due from the Local Unit are disbursed by the County to USS pursuant to paragraph (2) above, in full and on time, then (a) the Lump Sum Amount (alone) or the Installment Payments (taken together) shall constitute full satisfaction and timely payment of the Local Unit's Share of all amounts due from the Local Unit based on the Consent Judgments, and (b) payment of the Local Unit's Share shall be deemed to have been paid within twenty (20) days after entry of the Consent Judgments, and all interest with respect to the period after the date of entry of the Consent Judgments shall be deemed waived by USS.

(4) If the Lump Sum Amount or the Installment Payments to USS with respect to the Local Unit's Share under the Consent Judgments are not made, in full, on or before the due dates therefore pursuant to paragraph (2) above, then paragraph (3) above shall for all purposes be null and void. The amount of the Local Unit's Share that has not been paid, together with an amount

equal to the additional interest accrued thereon from the date the Consent Judgments were entered as set forth in the Consent Judgments and the Tax Tribunal Act, shall be immediately due and payable by the Local Unit to the County and upon receipt, from the County to USS.

(5) It is understood that the County shall continue to act in accordance with its statutory obligations as collecting agent for the Local Unit and nothing in this Agreement is intended to limit or diminish these obligations except as expressly stated. If the County fails to disburse directly to USS, in full, any amounts which the County has received or otherwise obtained from or with respect to the Local Unit to meet the Local Unit's obligations under this Agreement pursuant to paragraph (2) above, within 20 days of the County's receipt of funds, then the County shall be directly and immediately liable to USS for those amounts plus interest thereon from the date of receipt by the County until paid to USS, at seven percent (7%) simple interest plus annum. If the Local Unit for which the County serves as a collecting agent, fails to cooperate with the County, or provide or otherwise make available to the County the funds necessary to meet the Local Unit obligations under this Agreement, then the Local Unit shall be liable directly to USS, as well as to the County as collecting agent, for all interest that has accrued or accrues on its respective obligations under the Consent Judgments and the Tax Tribunal Act for the time period from the date the Consent Judgments were entered until all amounts required to be paid by the Consent Judgments and this Agreement are paid in full.

(6) It is the overriding intent of the parties to this Agreement that USS receives from the affected Local Unit all amounts due pursuant to the Consent Judgments subject only to (a) the waiver of interest on the Local Unit's Share (set forth in paragraph (3) of this Agreement), if the County disburses to USS payments in full on or before the due date thereof each of the payments the County agrees to receive and disburse pursuant to paragraph (2) above, (b) the

Incentive Amount if, and only if, the Lump Sum Amount is timely paid, and (c) the terms of the Settlement Agreements.

(7) Any notice called for in this Agreement shall be sent either by certified or registered mail, postage prepaid, return receipt requested or by nationally recognized expedited delivery service (e.g., Federal Express) or hand delivered, to the following persons as any party shall designate by written notice.

(a) In the case of United States Steel Corporation:

James D. Hollingsworth
United States Steel Corporation
600 Grant Street, Room 1381
Pittsburgh, PA 15219-2800
(412) 433-5054 phone
(412) 433-5086 fax
jdhollingsworth@uss.com

With a copy to:

Carl W. Herstein, Esq.
Honigman Miller Schwartz and Cohn LLP
660 Woodward Avenue
2290 First National Building
Detroit, MI 48226
(313) 465-7440 phone
(313) 465-7441 fax

(b) in the case of Wayne County, Michigan:

Zenna F. Elhasan
Wayne County Corporation Counsel
500 Griswold Street, 12th Floor
Detroit, MI 48226
(313) 224-0055 phone
(313) 224-4882 fax

With a copy to:

Richard G. Stanley
Assistant Corporation Counsel
400 Monroe, Suite 660
Detroit, MI 48226
(313) 224-6672 phone
(313) 967-2444 fax

(c) and, in the case of Local Unit:

David Wahl, Controller
Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
P.O. Box 2001
Brighton, MI 48116-8001
(800) 477-2757, ext. 1162 phone
(810) 227-2046 fax

with a copy to:

[Attorney for Local Unit]

(8) This Agreement has been negotiated by the parties hereto after each has consulted with legal counsel.

(9) The Local Unit and the County acknowledge and agree that their respective obligations under this Agreement and the Consent Judgments are enforceable in the Michigan Tax Tribunal and the Wayne County Circuit Court; provided however, nothing contained herein limits USS's right to collect any amounts due and owing pursuant to the Consent Judgments and/or this Agreement in any other forum in which jurisdiction exists.

(10) This Agreement together with the Consent Judgments and the Settlement Agreement (including, but not limited to, the provisions of Section 30 of that Agreement), contain the complete agreement among the parties on the subject matter hereof.

(11) This Agreement may be modified only by a written document signed by the parties hereto. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions hereof shall be valid unless it is written and signed by the party against whom the waiver is to be enforced.

(12) This Agreement shall be binding upon the parties hereto, their successors, parents, subsidiaries, affiliates and assigns.

(13) This Agreement shall be governed, in all respects, under the laws of the State of Michigan.

(14) This Agreement may be executed in identical counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. Facsimile copies of signatures shall be afforded the same authenticity as original signatures.

(15) Each individual executing this Agreement represents and warrants that he or she is a duly authorized representative of the party or parties for whom he or she has signed this Agreement and has all requisite approvals to execute this Agreement and to bind the party for whom he or she has signed this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

In witness hereof, the undersigned have executed this Agreement as of the date shown above.

Dated:	UNITED STATES STEEL CORPORATION By: _____ John P. Dougherty Its: Assistant Secretary
Dated:	COUNTY OF WAYNE, MICHIGAN By: _____ Its: Treasurer
Dated:	HURON-CLINTON METROPOLITAN AUTHORITY By: _____ Its:

#281863

City of Ecorse
US Steel MTT Dockets
Summary of Change in Taxes

Tax Year	Taxable Value Original	Taxable Value Revised	Change		HCMA
2003	125,382,462	56,245,039	69,137,424	Taxes	13,041.86
				MTT Interest	3,324.37
					<u>16,366.23</u>
2004	120,961,594	57,111,551	63,850,043	Taxes	13,753.30
				MTT Interest	3,205.89
					<u>16,959.19</u>
2005	117,310,690	61,488,877	55,821,813	Taxes	11,979.36
				MTT Interest	2,510.87
					<u>14,490.24</u>
2006	114,691,537	65,247,562	49,443,975	Taxes	10,610.68
				MTT Interest	1,770.92
					<u>12,381.60</u>
2007	120,175,550	71,386,635	48,788,915	Taxes	10,470.10
				MTT Interest	1,193.59
					<u>11,663.69</u>
2008	126,149,544	75,153,938	50,995,606	Taxes	10,943.66
				MTT Interest	645.68
					<u>11,589.33</u>
2009	127,348,047	81,707,566	45,640,481	Taxes	9,794.45
				MTT Interest	283.06
					<u>10,077.51</u>
2010	114,339,017	79,598,479	34,740,538	Taxes	7,455.32
				MTT Interest	123.76
					<u>7,579.08</u>
2011	96,329,443	76,843,103	19,486,340	Taxes	4,181.77
				MTT Interest	-
					<u>4,181.77</u>
<hr/>					
	Taxable Value Original	Taxable Value Revised	Change		HCMA
Totals	1,062,687,884	624,782,750	437,905,134	Taxes	92,230.49
				MTT Interest	13,058.14
					<u>105,288.63</u>

City of Ecorse Parcels

Refund Amount due August 20, 2012

2003-2011 Tax Years Refund from Wayne County Treasurer

HCMA

35,096.21

Refund Amount due August 20, 2013

* 2003-2011 Tax Years Refund from Wayne County Treasurer

35,096.21

Refund Amount due August 20, 2014

* 2003-2011 Tax Years Refund from Wayne County Treasurer

35,096.21

*MTT interest rates unknown for 2013 and 2014, interest will be added to these amounts when rates are known

City of River Rouge
US Steel MTT Dockets
Summary of Change in Taxes

Tax Year	Taxable Value Original	Taxable Value Revised	Change		HCMA
2003	110,245,900	49,702,647	60,543,254	Taxes	12,678.60
				MTT Interest	3,231.26
					<u>15,907.86</u>
2004	104,337,650	49,788,449	54,549,201	Taxes	11,749.90
				MTT Interest	2,738.90
					<u>14,488.80</u>
2005	96,373,370	52,024,655	44,348,715	Taxes	9,517.23
				MTT Interest	1,994.81
					<u>11,512.05</u>
2006	93,533,946	55,438,109	38,095,837	Taxes	8,175.37
				MTT Interest	1,364.47
					<u>9,539.84</u>
2007	92,969,804	59,727,561	33,242,243	Taxes	7,133.79
				MTT Interest	813.25
					<u>7,947.04</u>
2008	99,712,481	61,308,475	38,404,006	Taxes	8,241.50
				MTT Interest	486.25
					<u>8,727.75</u>
2009	105,190,698	74,908,313	30,282,385	Taxes	6,498.60
				MTT Interest	187.81
					<u>6,686.41</u>
2010	103,744,119	77,100,266	26,643,853	Taxes	5,717.77
				MTT Interest	94.91
					<u>5,812.69</u>
2011	87,800,214	80,164,917	7,635,297	Taxes	1,638.53
				MTT Interest	-
					<u>1,638.53</u>
<hr/>					
	Taxable Value Original	Taxable Value Revised	Change		HCMA
Totals	893,908,182	560,163,392	333,744,790	Taxes	71,349.29
				MTT Interest	10,911.67
					<u>82,260.96</u>

City of River Rouge Parcels

Refund Amount due August 20, 2012

2003-2011 Tax Years Refund from Wayne County Treasurer

HCMA

27,420.32

Refund Amount due August 20, 2013

* 2003-2011 Tax Years Refund from Wayne County Treasurer

27,420.32

Refund Amount due August 20, 2014

* 2003-2011 Tax Years Refund from Wayne County Treasurer

27,420.32

**MTT interest rates unknown for 2013 and 2014, interest will be added to these amounts when rates are known*

	Taxable Value Original	Taxable Value Revised	Change	HCMA	RESA	WCCC	WCTA	WCZA	Total
Totals	1,062,687.884	624,782.750	437,905.134	92,230.49	1,486,596.05	1,059,323.62	254,620.24	15,086.30	2,907,856.69
				Taxes					
				MTT Interest					
				13,058.14	210,233.66	150,567.23	36,140.33	490.44	410,489.81
				105,288.63	1,696,829.70	1,209,890.85	290,760.57	15,576.74	3,318,346.50

	Taxable Value		Change	HCMA	RESA	WCCC	WCTA	WCZA	Total
	Original	Revised							
Totals	893,908,182	560,163,392	333,744,790						
			Taxes	71,349.29	1,149,670.67	821,141.77	197,059.24	10,296.55	2,249,517.53
			MTT Interest	10,911.67	175,621.45	125,799.98	30,205.55	358.33	342,896.98
				82,260.96	1,325,292.12	946,941.76	227,264.79	10,654.88	2,592,414.50

April 3, 2012



HURON-CLINTON METROPOLITAN AUTHORITY

7 - F - 3
Meeting of May 10, 2012

To: Board of Commissioners
From: George Phifer, Chief of Police
Subject: Report – Department of Homeland Security's Operation Stonegarden Grant Program (OPSG)
Date: May 3, 2012

Law Enforcement agencies, throughout the state of Michigan, are taking proactive steps to preserve and safeguard various communities from potential terrorist's activities. Having the resources and equipment to properly respond to potential Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE) incidents, will be critical to our success in combating such threats.

In an effort to prepare for any potential incident that may occur in and around the Metroparks, the Metroparks Police Department has partnered with Macomb County Emergency Management, to received grant funds under the Department of Homeland Security's Operation Stonegarden Grant Program (OPSG). The focus for these grants was to provide federal funding to support local jurisdictions with equipment, exercises, organizing, planning and training as it relates to law enforcement operational activities along the U.S. – Canadian border.

The Metroparks Police Department has been awarded two grants, one grant for \$13,000 for the 2009 OPSG, and another grant for \$35,000 for the 2010 OPSG. This funding will allow the Metroparks Police Department to purchase two (2) All Terrain Vehicles (ATVs) and seven (7) Mobile Data Computers. This equipment will also be used, to prevent non terrorist activities which could result in a CBRNE incident.

These grants are reimbursable, and require that the local jurisdiction provide upfront funding to purchase the equipment. As communities are being forced to do more with less, sharing of resources will become even more critical going forward for all involved and the partnership which exists between the Metroparks and its county partners is invaluable.

Attachment: Macomb County Management & Communications 2009 and 2010 OPSG Letter and Grant Justification

Recommendation: That the Board of Commissioners authorize staff to transfer \$48,000 from the Reserve account to the Lake St. Clair Equipment account to cover the cost of the purchases for the ATVs and Mobile Data Computers; once the funds are received, the Reserve account will be reimbursed at the end of the year as recommended by Chief of Police George Phifer and staff.



EMERGENCY MANAGEMENT & COMMUNICATIONS

7-F-3-a

21930 Dunham Road • Mount Clemens, Michigan 48043
Emergency Management: Phone: (586) 469-5270 • Fax: (586) 469-6439
Technical Services: Phone: (586) 469-5370 • Fax: (586) 783-0957
www.macombcountymi.gov/OEM

April 18, 2012

Victoria Wolber, PEM
Emergency Management Coordinator

Keith Bradshaw
Technical Services Manager

George Phifer, Chief
Huron Clinton Metropolitan Authority
Police Department
13000 High Ridge Drive
Brighton, MI 48114

RE: 2009 OPSG & 2010 OPSG

Chief Phifer:

As you are aware your agency has been included in the application for grant funds under the Department of Homeland Security's Operation Stonegarden Grant Program (OPSG) for the last few years. The purpose of this grant funding is to provide federal pass-through funds for local jurisdictions for equipment, exercises, organizing, planning and training as it relates to law enforcement operational activities along the U.S. – Canadian border.

Under the 2009 OPSG your agency has been awarded \$13,000.00 for the purchase of two (2) all terrain vehicles (ATV's). Under the 2010 OPSG your agency has been awarded \$35,000 for the purchase of seven (7) mobile data computers (MDT's). Attached are copies of the State approved Allowable Cost Justification (ACJs) forms for this equipment. The OPSG grant guidelines are extremely strict; please do not deviate from the items that were approved on these two forms or the total amount awarded for each item.

As this is a reimbursement grant, all purchases must be made by your organization. Upon submittal of a copy of the invoice and proof of payment for that invoice, our office will process a check to your agency. Please note that the 2009 OPSG grant expires June 30, 2012 and therefore all purchases must be made prior to this date. The 2010 OPSG expires ends April 30, 2013 and therefore all purchases must be made prior to this date.

If you have any questions please contact me or Peter Locke at (586) 469-5270.

Sincerely,

Vicki Wolber
Emergency Management Coordinator

/vw

ALLOWABLE COST JUSTIFICATION

Submit To: Performance and Reporting Unit; emd_hsgp@michigan.gov				EMHSD Tracking Number 10-0410	
				ACJ Number 10-0410-02	

1.A- Subgrantee Name	Macomb County			1.B- Region	2
1.C- Subgrantee E-Mail Address	peter.locke@macombcountymi.gov	1.D- Date Sent	6/8/2011		
1.E- Subgrantee P.O.C.	Peter Locke	1.F- P.O.C. Phone Number	586-469-5270		

This ACJ form is to be used as a component in your decision making for generating expenses. Reimbursed equipment costs must conform to descriptions for grant allowability as provided under the RKB/AEL item #'s referenced in 4.A. For all other solution areas refer to the grant program guidance provided by EMHSD. It is essential that the costs illustrate progress toward achieving the expected outcomes for the targeted capability(ies) (TC) you have selected as the basis for allowability in 4.B. For any cost reimbursed that is determined unallowable by a future federal or state audit, funding shall be returned to EMHSD.

2.A- Solution Area	Equipment	2.B- Grant Year	2009
2.C- Grant Program	Operation Stonegarden		

3.A- Detailed Description of Costs

All Terrain Vehicles (2)

3.B- Quantity	2	3.C- Unit Cost	6,500.00	3.D- Total Cost	13,000.00
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4.A- National Priority (LISTED IN SUPPLEMENTAL GUIDANCE) * May select up to two	Strengthen information sharing and collaboration capabilities
4.B- State/UASI Investment Project (LISTED IN SUPPLEMENTAL GUIDANCE) *Select ONLY one	UASI - Critical-Infrastructure & Resiliency State - Increase international border capabilities
4.C- Subgrantee Project Name	Macomb County Special OPS-Equipment
4.D- Targeted Capability(ies) https://www.rkb.us/ *May select up to four.	Law Enforcement investigation and Operations
4.E- AEL Item #(s) from RKB https://www.rkb.us/ *For equipment only	12VE-00-MISS

4.F- Detailed Narrative of Intended Use/Outcome [For vehicle purchases use Section 5 on page 2]

For patrol capabilities by the Huron Clinton Metropark Authority PD in shoreline and swampy coastline area surveillance OPS.

4.G- Strengthening improvised explosive device (IED) attack deterrence, prevention, and protection capabilities (2008 Only): Will the costs listed in 3.A be used towards the minimum requirement for IED? See Information Bulletin #286 for further guidance.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
4.H- Strengthening preparedness planning (2008 & 2009 ONLY): Will the costs listed in 3.A be used towards the minimum requirements for preparedness planning? *Note: Equipment is not an allowable cost.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
4.I- Personnel Activity: Are the cost listed in 3.A associated with Personnel Activities? Please consult your grant guidance for a more detailed description of allowable costs and to verify the maximum cap percentage. The subgrantee is responsible to ensure that the maximum cap amount is not exceeded.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
4.J- Will there be <u>ANY</u> construction, renovation, and/or installation involved with this project regardless of funding source?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Environmental and Historic Preservation Compliance. FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws. Use of funds for construction, renovation, and installation projects must comply with EHP. Subgrantees must complete and submit an EHP Screening Memo for these projects. The use of federal funds on any part of a project may "federalize" the entire project, thereby requiring Environmental and Historic Preservation (EHP) Program review of the entire project.

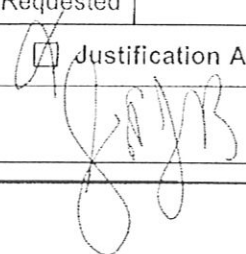
Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

Federal funds must be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in the audit.

PLEASE NOTE: Costs determined to be unallowable by federal or state audit shall be returned to EMHSD

This form shall be provided with reimbursement requests to establish linkage between cost documents provided and grant allowability guidance

FOR MSP/EMHSD USE ONLY:

Date ACJ Received by MSP/EMHSD		Additional Information Requested	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Date Additional Information Requested		Date Additional Information Received		
EMHSD Finding:	<input checked="" type="checkbox"/> Justification Accepted		<input type="checkbox"/> Justification Denied	
EMHSD REVIEWER: 			Date: 1/24/12	

HSGP PURCHASED VEHICLE INFORMATION

Submit To: Performance and Reporting Unit; emd_hsgp@michigan.gov		EMHSD Tracking Number	10-0410
		ACJ Number	10-0410-02

1.A- Subgrantees Name:	Macomb County	1.C- Date Sent:	6/8/2011
1.D- Subgrantee P.O.C.	Peter Locke	1.E- P.O.C. Phone Number	586-469-5270
2.B- Grant Program & Year:	2009 Operation Stonegarden		

This form is to be used as official documentation for the allowable activities of vehicles purchased with Homeland Security Funds. Subgrantees are required to comply with all HSGP allowability guidelines. Submitting this form certifies that the subgrantee will monitor vehicle use for compliance. Any violation of the guidelines shall result in funds being returned to EMHSD.

ODP Federal Grant states: The recipient also agrees, when practicable, any equipment purchased with grant funding shall be prominently marked as follow: "Purchased with funds provided by the U.S. Department of Homeland Security."

5.A- Vehicle Make:	Honda		
5.B- Vehicle Model:	Fourtrax Rancher 4X4	5.C- Vehicle Year:	2011

5.D- Description of Planned Intended Use(s) :

Utilized by police personnel to maintain surveillance and for response to a life saving event, terrorist attack, CBRNE event, etc. along Lake St. Clair shore line and marsh areas that normal vehicles cannot traverse.

For the purposes of the Homeland Security Grant Program, the definition of a vehicle is: A means of transportation specifically used for the transport of CBRNE terrorism response equipment and personnel to the incident site.

Such forms of transportation include: Mobile Command Post Vehicle , Hazardous Response (HAZMAT) Vehicle, Prime Movers for Equipment Trailers, 2-wheel personal transport vehicle (for transporting fully suited bomb technicians to the hot zone), All-terrain, multi wheeled Vehicles, Deployment Vehicles, Authorized trailer (MCI, DECON, Shelter), & Authorized Marine Vessels

- ✓ CBRNE Vehicles purchased with HS funds can not be used as "General Use Vehicles".
- ✓ General use is defined as: administrative and general use for a department and are unauthorized program expenditures. Examples of, but not limited to, general use vehicles include: Police Squad Cars (Patrol/Detective), Administrative Vehicles, Executive Transportation.
- ✓ "Prime Movers" for the purpose of this policy can only be used when moving a trailer or other equipment to and from an event or training. They can not be used for administrative purposes.
- ✓ Fire apparatus and non-CBRNE tactical/armored assault vehicles are not authorized.
- ✓ Licensing, Registration and maintenance fees are not allowable with grant funds.

Routine upkeep (i.e. gasoline, tire replacement, routine oil changes, monthly inspections, grounds and facility maintenance etc.) is the responsibility of the Subgrantee and may not be funded with preparedness grant funding.

This form shall be submitted with the Allowable Cost Justification form when determining allowability.

Responder Knowledge Base
<https://www.rkb.us/>

FEMA Preparedness Grants Authorized Equipment List

CBRNE Incident Response Vehicles >> Vehicles >> ... >> Vehicle, Specialized Mission, CBRNE

GENERAL

AEL Number: 12VE-00-MISS

AEL Title: Vehicle, Specialized Mission, CBRNE

Description

Specialized vehicles designed to support specific CBRNE mission area requirements. Examples include deployment vehicles, tactical intervention vehicles, hazmat units, communications units, bomb response units, mobile morgue units, and special transport units such as all-terrain vehicles (ATVs), 2-wheeled personal transports for fully suited bomb technicians, dedicated vehicles to support Electronic Counter-measures (ECM) operations and robot trailers designed to accommodate special mission equipment and accessories.



This item is part of the AEL

GRANT ALLOWABILITY

Buffer Zone Protection Program (BZPP): No

Citizen Corps Program (CCP): No

Driver's License Security Grant Program (DLSGP): No

Emergency Management Performance Grants (EMPG): Yes

Emergency Operations Center (EOC) Grant Program: No

Freight Rail Security Grant Program (FRSGP): No

Intercity Bus Security Grant Program (IBSGP): Yes

Intercity Passenger Rail (Amtrak): No

Interoperable Emergency Communications Grant Program (IECGP): No

Law Enforcement Terrorism Prevention Activity (LETPA-SHSP): Yes

Law Enforcement Terrorism Prevention Activity (LETPA-UASI): Yes

Metropolitan Medical Response System (MMRS) Program: Yes

Nonprofit Security Grant Program (NSGP): No

Operation Stonegarden Grant Program (OPSG): Yes

Port Security Grant Program (PSGP): Yes

Public Safety Interoperable Communications (PSIC) Grant Program: Yes

Regional Catastrophic Preparedness Grant Program (RCPGP): No

State Homeland Security Program (SHSP): Yes

Transit Security Grant Program (TSGP): No

Tribal Homeland Security Grant Program (THSGP): Yes

Urban Areas Security Initiative (UASI) Program: Yes

Notes

This category includes special-purpose vehicles for the transport of CBRNE terrorism response equipment and personnel to the incident site. Licensing and registration fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general-purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus, and non-CBRNE tactical/armored assault vehicles are not allowable.

Under the Public Safety Interoperable Communications (PSIC) Grant Program, only mobile communications units that include interoperable communications equipment are allowable. Vehicles to support ECM Operations must be purchased for and used by FBI accredited bomb squads that also meet the FBI ECM accreditation requirements. For more information on the National ECM Program, please contact FBI SSA Thomas Krall at 703-985-4037 or Thomas.Krall@ic.fbi.gov.

PREVIOUS NUMBERING

FY2006 AEL Number: 12.2

Spring 2006 SEL Number: 03OE-06-MISS

2007 AEL/SEL Number: 12VE-00-MISS

2008 AEL/SEL Number: 12VE-00-MISS

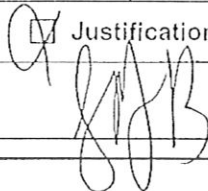
Knowledge Links

Related FEMA Grant(s)

- [FY2007 Public Safety Interoperable Communications \(PSIC\) Grant Program](#)
- [FY2010 Law Enforcement Terrorism Prevention Activity \(LETPA-SHSP\)](#)
- [FY2010 Law Enforcement Terrorism Prevention Activity \(LETPA-UASI\)](#)
- [FY2011 Emergency Management Performance Grants \(EMPG\)](#)

ALLOWABLE COST JUSTIFICATION

Submit To: Performance and Reporting Unit; emd_hsgp@mlchigan.gov				EMHSD Tracking Number 11-0480	
				ACJ Number 11-0480-01	
1.A- Subgrantee Name		Macomb County			1.B- Region 2
1.C- Subgrantee E-Mail Address		peter.locke@macombcountymi.gov		1.D- Date Sent 9/1/11	
1.E- Subgrantee P.O.C.		Peter Locke		1.F- P.O.C. Phone Number 586-469-5270	
<p>This ACJ form is to be used as a component in your decision making for generating expenses. Reimbursed equipment costs must conform to descriptions for grant allowability as provided under the RKB/AEL item #'s referenced in 4.A. For all other solution areas refer to the grant program guidance provided by EMHSD. It is essential that the costs illustrate progress toward achieving the expected outcomes for the targeted capability(ies) (TC) you have selected as the basis for allowability in 4.B. For any cost reimbursed that is determined unallowable by a future federal or state audit, funding shall be returned to EMHSD.</p>					
2.A- Solution Area		Equipment		2.B- Grant Year 2010	
2.C- Grant Program		Operation Stonegarden			
3.A- Detailed Description of Costs					
Purchase of 7 Mobile DATA Terminals					
3.B- Quantity 7		3.C- Unit Cost 5,000.00		3.D- Total Cost 35,000.00	
4.A- National Priority (LISTED IN SUPPLEMENTAL GUIDANCE) * May select up to two		Strengthen information sharing and collaboration capabilities			
4.B- State/UASI Investment Project (LISTED IN SUPPLEMENTAL GUIDANCE) *Select ONLY one		Assess international border capabilities and work to develop the Michigan Secure Border Network <i>04HW-01-MOBL</i>			
4.C- Subgrantee Project Name		Macomb County Special OPS Equipment			
4.D- Targeted Capability(ies) https://www.rkb.us/ *May select up to four.		Law Enforcement Investigation and Operations			
4.E- AEL Item #(s) from RKB https://www.rkb.us/ *For equipment only		04HW-01-MOBL			
4.F- Detailed Narrative of Intended Use/Outcome [For vehicle purchases use Section 5 on page 2]					
Purchase of Mobile DATA Units for Huron Clinton Metroparks Authority PD to be used to enhance interoperable capabilities in their patrol vehicles.					
4.G- Strengthening improvised explosive device (IED) attack deterrence, prevention, and protection capabilities (2008 Only): Will the costs listed in 3.A be used towards the minimum requirement for IED? See Information Bulletin #286 for further guidance.					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.H- Strengthening preparedness planning (2008 & 2009 ONLY): Will the costs listed in 3.A be used towards the minimum requirements for preparedness planning? *Note: Equipment is not an allowable cost.					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.I- Personnel Activity: Are the cost listed in 3.A associated with Personnel Activities? Please consult your grant guidance for a more detailed description of allowable costs and to verify the maximum cap percentage. The subgrantee is responsible to ensure that the maximum cap amount is not exceeded.					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.J- Will there be ANY construction, renovation, and/or installation involved with this project regardless of funding source?					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>Environmental and Historic Preservation Compliance. FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws. Use of funds for construction, renovation, and installation projects must comply with EHP. Subgrantees must complete and submit an EHP Screening Memo for these projects. The use of federal funds on any part of a project may "federalize" the entire project, thereby requiring Environmental and Historic Preservation (EHP) Program review of the entire project.</p> <p>Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance</p>					

finding and will not be eligible for FEMA funding.			
Federal funds must be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in the audit.			
PLEASE NOTE: Costs determined to be unallowable by federal or state audit shall be returned to EMHSD			
This form shall be provided with reimbursement requests to establish linkage between cost documents provided and grant allowability guidance			
FOR MSP/EMHSD USE ONLY:			
Date ACJ Received by MSP/EMHSD		Additional Information Requested	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date Additional Information Requested		Date Additional Information Received	
EMHSD Finding:	<input checked="" type="checkbox"/> Justification Accepted		<input type="checkbox"/> Justification Denied
EMHSD REVIEWER: 		Date: 11/17/11	

Responder Knowledge Base

<https://www.rkb.us/>

FEMA Preparedness Grants Authorized Equipment List

Information Technology >> Hardware >> Computers >> Computer, Mobile Data

GENERAL

AEL Number: 04HW-01-MOBL

AEL Title: Computer, Mobile Data

Description

Mobile computer devices, usually mounted permanently in vehicle, operating from DC power supply. Used for data upload and download, as well as local data entry.



This item is part of the AEL.

GRANT ALLOWABILITY

Buffer Zone Protection Program (BZPP): Yes
Citizen Corps Program (CCP): No
Driver's License Security Grant Program (DLSGP): No
Emergency Management Performance Grants (EMPG): Yes
Emergency Operations Center (EOC) Grant Program: Yes
Freight Rail Security Grant Program (FRSGP): No
Intercity Bus Security Grant Program (IBSGP): No
Intercity Passenger Rail (Amtrak): No
Interoperable Emergency Communications Grant Program (IECGP): No
Law Enforcement Terrorism Prevention Activity (LETPA-SHSP): Yes
Law Enforcement Terrorism Prevention Activity (LETPA-UASI): Yes
Metropolitan Medical Response System (MMRS) Program: Yes
Nonprofit Security Grant Program (NSGP): No
Operation Stonegarden Grant Program (OPSG): Yes
Port Security Grant Program (PSGP): Yes
Public Safety Interoperable Communications (PSIC) Grant Program: Yes
Regional Catastrophic Preparedness Grant Program (RCPGP): No
State Homeland Security Program (SHSP): Yes
Transit Security Grant Program (TSGP): No
Tribal Homeland Security Grant Program (THSGP): Yes
Urban Areas Security Initiative (UASI) Program: Yes

Notes

When utilizing FEMA program funds to build, upgrade, enhance, or replace communications and information systems, grantees and sub-grantees should develop a comprehensive interoperable communications plan before procurement decisions are made.

PREVIOUS NUMBERING

FY2004 AEL Number: 4.12

FY2005 AEL Number: 6.31

FY2006 AEL Number: 4.2.2

Spring 2006 SEL Number: 04HW-01-MOBL

2007 AEL/SEL Number: 04HW-01-MOBL

2008 AEL/SEL Number: 04HW-01-MOBL

Knowledge Links

Related FEMA Grant(s)

- > [FY2007 Public Safety Interoperable Communications \(PSIC\) Grant Program](#)
- > [FY2010 Buffer Zone Protection Program \(BZPP\)](#)
- > [FY2010 Law Enforcement Terrorism Prevention Activity \(LETPA-SHSP\)](#)
- > [FY2010 Law Enforcement Terrorism Prevention Activity \(LETPA-UASI\)](#)
- > [FY2011 Emergency Management Performance Grants \(EMPG\)](#)
- > [FY2011 Emergency Operations Center \(EOC\) Grant Program](#)
- > [FY2011 Metropolitan Medical Response System \(MMRS\) Program](#)
- > [FY2011 Operation Stonegarden Grant Program \(OPSG\)](#)
- > [FY2011 Port Security Grant Program \(PSGP\)](#)



HURON-CLINTON METROPOLITAN AUTHORITY

7 - F - 4
Meeting of May 10, 2012

To: Board of Commissioners
From: Gregory J. Almas, Deputy Director
Subject: Procurement Card Program Approval
Date: May 3, 2012

Attached is the Credit/Procurement Card Policy and the proposed Procurement Card Pilot Program Procedures as requested by the Board at the April 12 Commission meeting.

Pending Board approval of the Credit/Procurement Card Policy amendments, a four-month pilot program is scheduled for the Southern District. Real reductions in staffing levels have and are occurring at the park operational level and administrative accounting level. The efficiencies and increased accountability of P-Cards and the improved "procure to pay" process will assist in the Metroparks goal to do more with less.

Additional information has been provided for the Board's convenience and to assist in evaluating the recommended credit/procurement card policy.

Attachments:

- A – Credit Card / Procurement Card Policy**
- B – Procurement Card Pilot Program Procedures**
- C – Procurement Card Benefit Bullet Points**
- D – 2011 Total Invoices Graph**

Recommendation: That the Board of Commissioners approve the Credit Card/Procurement Card Policy as recommended by Purchasing Manager Michael, and Deputy Director Almas and staff.



HURON-CLINTON METROPOLITAN AUTHORITY BOARD OF COMMISSIONER POLICY	EFFECTIVE DATE: 5/10/2012	BC C 1
	SUPERCEDES POLICY DATED: 07/13/2000	
CREDIT/PROCUREMENT CARD	PREPARED BY: DAVID WAHL, CONTROLLER SCOTT MICHAEL, PURCH MGR	

In order to comply with Section 3 of Michigan Public Act 266 of 1995 (MCL 129.241), the Board of Commissioners of the Huron-Clinton Metropolitan Authority hereby adopts the following credit card policy:

1. The Purchasing Department Manager/Program Administrator is responsible for all credit card issuance, accounting, monitoring and retrieval, and general oversight of compliance with the **Huron-Clinton Metroparks Credit / Procurement Card Policy**.
2. Credit cards shall be used only by an officer or employee (card holders) of the Huron-Clinton Metroparks and only for the purchase of goods or services for the official business of the Metroparks.
3. Any officer or employee using a credit card pursuant to Item 2 shall provide appropriate and complete documentation in the format required to the Card Administrator detailing 1) the goods or service purchased; 2) the cost of the goods or services; 3) the date of the purchase; 4) the official business for which purchased; and 5) the account to be charged. After approval by the Card Administrator, an electronic file will be reviewed by the Program Administrator/Purchasing Department Manager of goods or services purchased and forwarded to Accounts Payable for payment. Periodic field audits will be performed by the accounting department for reconciliation of credit card documentation. For gasoline credit cards, employees must submit a signed gasoline credit card receipt to Accounts Payable with the number of gallons, price, and total cost clearly identified.
4. Any officer or employee issued a credit card for official business use shall be responsible for its protection and custody, and shall immediately notify the Issuing Bank and Program Administrator/ Purchasing Department Manager if the card is lost or stolen.
5. Any officer or employee issued a credit card shall return the card to the Purchasing Department Manager/Program Administrator no later than any return date specified by the Program Administrator/Purchasing Department Manager, but in any event not later than the termination of his or her employment or service with the Metroparks.
6. A system of internal accounting controls will be maintained by the Purchasing Department Manager/Program Administrator and the Controller to monitor the use of credit cards.
7. Credit card transactions will not be paid unless and until approved by the Card Administrator and the Purchasing Department. No employee or officer shall approve their own transactions.
8. Balances due under credit card arrangements will be paid in full within the specified requirements of the credit card statement date.
9. An officer or employee who violates a provision of this policy shall have his/her use of a credit card revoked immediately. Disciplinary measures consistent with the law and Huron-Clinton Metropolitan Authority policy may be applied for the unauthorized use of a credit card by an officer or employee of the Metroparks.
10. The total combined authorized credit limit of all credit cards issued by the Huron-Clinton Metroparks shall not exceed 3 percent of the total budget of the Authority for the current fiscal year.

Adopted on: May 10, 2012

Anthony V. Marrocco, Chairman, Board of Commissioners

David C. Moilanen, Director, HCMA

George Phifer, Executive Secretary, HCMA

Huron Clinton Metroparks Procurement Card Pilot Procedures

1.0 **PURPOSE:**

To set forth the Policies and Procedures for the Metroparks **Procurement Card Program**.

2.0 **INTRODUCTION:**

Metroparks Procurement Card Program has been established to provide an efficient means to make small purchases and reduce the costs associated with initiating and paying for those purchases. The Metroparks Purchasing Department is responsible for managing the program. Each department/park is responsible for managing its Cardholder accounts. Two areas of responsibility have been defined within each department/park: the Cardholder and the Card Administrator (District Park Manager; District Maintenance Supervisor; District Interpretive Service Supervisor; Department Head; Executive Secretary). It is permissible for one individual to be assigned one or more of these responsibilities as defined in these Policies and Procedures.

3.0 **DEFINITIONS:**

- 3.1 Procurement Card: A charge card issued to an employee of Metroparks for the purpose of making authorized purchases and/or travel arrangements on the Metroparks' behalf.
- 3.2 Cardholder: The Metroparks Employee whose name appears on the Procurement card and is accountable for all charges made with that card.
- 3.3 Card Administrator: Metroparks employee(s) (District Park Manager; District Maintenance Supervisor; Park Operations Manager; District Interpretive Service Supervisor; Department Head; Executive Secretary) within each department/park responsible for verifying that all charges against the Cardholder's account have supporting documentation as detailed in Section 6.
- 3.4 Program Administrator: Metroparks Purchasing Department Manager responsible for administering the Procurement Card Program for the Metroparks and acting as the main contact between the Metroparks and the Bank.
- 3.5 Transaction/Charge Limit: A dollar limitation of purchasing authority assigned to the Cardholder for each total charge made with the Procurement Card.
- 3.6 Spending Limit: A dollar limitation of purchasing authority assigned to the Cardholder for the total of all charges made during a specific time period.

Department/parks may request lower limits on a per Cardholder basis.

*STANDARD MAXIMUM LIMITS ARE AS FOLLOWS:

Single Purchase Limit \$1,000.00
 Daily Purchase Limit \$2,000.00
 Monthly Purchase Limit \$5,000.00
 Number of Transactions per day = 5
 Number of Transactions per month = 30

Under no circumstances may a transaction be split into separate receipts to bypass the single transaction dollar limit. Transactions shall be electronically monitored.

*Limits for charges on the card made by Purchasing Department staff will be allowed in amounts within the Purchasing/Accounts Payable Policy.

- 3.7 General Ledger Account: All charges made with the Procurement Card shall be assigned a g/l account(s) selected from the drop down box in the procurement card system. If the required account is not available for selection, card user must contact the Program Administrator to add the proper account after verifying existence of active account in the financial system.
- 3.8 Support Documentation: A merchant produced or non-Metroparks document that records the relevant details for each item purchased including quantities, price, and a description of what was purchased, the total charge amount and the merchant's name and address (e.g. sales receipt, original invoice, packing slip, credit receipt, etc.).
- 3.9 Transaction Summary: The form to be completed by on line by the cardholder, printed, receipts/documentation attached and turned in to Card Administrator.

4.0 **CARDHOLDER ENROLLMENT:**

- 4.1 A complete Cardholder Request Form shall be submitted for each prospective Cardholder signed by the District Park Manager. (see attached)
- 4.2 All prospective Cardholders shall attend an orientation session and sign a Metroparks Cardholder Agreement Form to be eligible to receive a Procurement Card. (see attached)
- 4.3 Completed forms shall be kept by the Human Resources Department and recorded as an asset in the Payroll/HR system.

5.0 **NON - AUTHORIZED CARD USE:**

- 5.1 Cardholders are authorized to use the Procurement Card to purchase merchandise required as a function of their duties at the Metroparks with the exception of the following:
 - a. Items for Personal Use/Entertainment/Recreation
 - b. Cash Advances
 - c. Items for Non-Metroparks Purposes
 - d. Personal/Professional memberships (require authorization)
 - e. Food/Meals (shall be submitted on employee expense statement for review/approval) Food & beverage items may only be purchased for public/group meetings as described in Metroparks Guidelines
 - f. Alcoholic Beverages
 - g. Gasoline (To be purchased with Metroparks Fleet Card)
 - h. Capital Equipment
 - i. HCMA #’d Equipment
 - j. Sales tax
 - k. Any purchases prohibited by Metroparks policy
 - l. Travel*(exceptions being HR Department; Administrative Secretary)
 - m. Items issued on Purchase Orders

- 5.2 Only the Cardholder whose name is embossed on the Procurement Card is authorized to use the card and is responsible for ensuring that all charges made with the card are in compliance with these Policies and Procedures.
- 5.3 The total value of any one charge made with the Procurement Card may not exceed the single transaction limit set for each cardholder.
- 5.4 VIOLATION OF THIS POLICY, INCLUDING UNAUTHORIZED PURCHASES BY A CARDHOLDER AS DEFINED, MAY RESULT IN CARD CANCELLATION, DISCIPLINARY ACTION UP TO AND INCLUDING DISMISSAL FROM METROPARKS EMPLOYMENT, AND CRIMINAL PROSECUTION.

6.0 **CARDHOLDER**

MAKING A PURCHASE WITH THE PROCUREMENT CARD:

- 6.1 Cardholders are accountable for all charges made with their Procurement Card. The Cardholder and Card Administrator are responsible for checking all transactions against the corresponding support documentation to verify their accuracy. This check shall be done no less than one time per week using the Metroparks' on-line transaction review system with Fifth Third.
- 6.2 Confirm that the selected merchant accepts bank card. If not purchase is to be made following standard purchasing procedures.
- 6.3 The Cardholder is responsible for notifying merchants that Metroparks purchases are not subject to sales tax. A statement regarding the Metroparks' tax liability shall be provided to each Cardholder. The Cardholder will be held responsible for any sales tax. Cardholders will be required to reimburse HCMA for taxes charged.
- 6.4 When making purchases in person, the Cardholder shall sign the charge receipt and retain the customer copy. The Cardholder shall verify that either the charge receipt or sales receipt complies with the requirements for supporting documentation including no tax being charged set forth in Section 3.8 (Support Documentation).
- 6.5 When making purchases via telephone, computer, mail order, etc., Cardholders shall give the merchant the account number embossed on their card, tax exempt number, verifying no tax is being charged and direct the merchant to include the following on the shipping label and/or packing slip:
 - a. Cardholder name and phone number
 - b. Department and park name
 - c. Complete delivery address
 - d. The words "Procurement Card"
- 6.6 The Cardholder shall notify the receiving department in advance.
- 6.7 If a particular charge or credit does not appear on-line, it shall be checked against future on-line transaction information. If the charge or credit does not appear within 60 days after the original charge was made, the Cardholder shall notify the Program Administrator.

- 6.8 If the Cardholder disputes a charge, the nature of the dispute and the final resolution shall be documented. This documentation shall be retained with the on-line transaction information on which the disputed charge appears (See Section 12.0)
- 6.9 Regardless of who receives the shipment, the Cardholder is responsible for obtaining all documentation (packing slips, mail order form copies, etc.) related to the purchase and verifying that the documentation complies with the requirements for support documentation set forth in Section 3.0 (paragraph 3.8).
- 6.10 After all transactions have been verified by the Cardholder, a signed copy of the on-line transaction report and supporting documentation shall be forwarded to the Card Administrator.
- 6.11 Completed Transaction Reports with attached receipts/scanned receipts are to be turned in to cardholder's Card Administrator no less than weekly.

7.0 CARD ADMINISTRATOR

- 7.1 The Card Administrator is responsible for reviewing all transactions on a weekly basis to verify that each transaction is supported by adequate documentation and meets all the criteria for authorized card use set forth in Authorized Use Section.
- 7.2 The Card Administrator is responsible for reviewing the Transaction Summary for all proper expenditures, attached receipts, information and account numbers. Card Administrator is to approve transactions on-line verifying description and account charges.
- 7.3 Each Card Administrator is to maintain a file of all transaction summaries by Card User. Files are to be maintained on site for three years. Random audits will be conducted
- 7.4 Discrepancies associated with a charge may result from:
 - a. Insufficient support documentation.
 - b. Purchase of an exception item
 - c. The Cardholder disputing the charge
 - d. Questionable transactions

All discrepancies shall be investigated and resolved. The disposition of each discrepancy shall be documented and retained with the Support Documentation. Cardholders are accountable for all discrepancies.

In the event of questionable transactions, the Card Administrator shall contact the Cardholder to obtain an explanation, and/or supporting documentation, or to identify unallowable charges. (I.e. exceptions, sales tax)

In the event of sales tax being charged, the Cardholder is responsible for getting the sales tax removed from the receipt by the merchant.

In the case of an unallowable charge, the Card Administrator shall direct the Park Operations Manager to invoice the employee and notify the Program Administrator.

If a discrepancy cannot be resolved, the Program Administrator shall be notified. Discrepancies resulting from unauthorized card usage shall also be reported to the District Park Manager.

8.0 DISTRICT PARK MANAGER

- 8.1 The District Park Manager has the responsibility to review transactions and approvals made by their staff and/or to act as Card Administrator for some cardholders.
- 8.2 If a transaction requires change of an account charge prior to posting to the financial system, the District Park Manager shall notify the Program Administrator.
- 8.3 Account charge changes after posting shall be given to the Chief Accountant.

9.0 PROGRAM ADMINISTRATOR

- 9.1 The Program Administrator will issue cards to individuals based on a completed Cardholder Request Form submitted by the District Park Manager/Department Head.
- 9.2 The Program Administrator is responsible for reviewing each transaction approval and account charge, prior to releasing for payment.
- 9.3 A flat file shall be created on the 20th of the month and sent to the Accounts Payable Department.

10.0 MERCHANDISE RETURNS AND EXCHANGES:

- 10.1 The Cardholder is responsible for contacting the merchant when merchandise purchased with the Procurement Card is not acceptable (incorrect, damaged, defective, etc.) and arrange a return for credit or an exchange.
- 10.2 If merchandise is returned for credit, the Cardholder is responsible for obtaining a credit receipt from the merchant and retaining that receipt with the documentation for that purchase. Receiving cash or checks to resolve a credit is prohibited.
- 10.3 If merchandise is to be exchanged, the Cardholder is responsible for returning the merchandise to the merchant and obtaining a replacement as soon as possible. Documentation showing the proper resolution of the exchange is to be retained with the support documentation for that purchase.
- 10.4 In the event of a return, exchange or other credit transaction, the Cardholder is responsible for notifying the Card Administrator and Program Administrator of any dispute within seven (7) days of transaction.

11.0 RESOLVING ERRORS, DISPUTES

- 11.1 Cardholder: There may be occasions where items on the statement do not correlate with receipts. The transaction may not have been made by the Cardholder, the amount may be incorrect or there is a quality issue. In the event of a disputed charge, the Cardholder shall try to resolve the dispute directly with the merchant. If the merchant agrees that an error has been made, they shall credit the account. The Cardholder and Card Administrator shall verify the credit has occurred the following month. If the Cardholder is unable to resolve the issue, the Program Administrator shall be notified.

DISPUTES

The cardholder should try to resolve the issue with the merchant. If successful, make sure to get a written confirmation or a credit from the merchant (a credit slip is acceptable)

- 11.2 Program Administrator: If the dispute cannot be resolved, the merchant shall be notified in writing that the Metroparks is disputing the charge or is dissatisfied with the purchase. The dispute shall also be submitted in writing to the Bank within 60 days of the date of the statement indicating the disputed charge.

12.0 PROCUREMENT CARD SECURITY:

- 12.1 The following guidelines will help prevent fraud: Examine transactions for unauthorized charges. Notify Fifth Third w/in 60 days. Notify Program Administrator of unresolved disputes.
- a. Watch sales clerks to make sure your card is not being used to imprint more than one transaction slip. Be sure your card is returned and that the card you are handed is yours.
 - b. Do not leave cards lying around the house, a hotel room, your office, your vehicle or in an unlocked desk.
 - c. Beware of callers seeking your account number. The telephone is a favorite tool for criminals seeking valid account numbers of information.
 - d. Destroy expired cards by cutting them in half.
 - e. If the card is lost/stolen/missing please notify the Bank Card Company and the Program Administrator IMMEDIATELY.

13.0 LOST, STOLEN OR DAMAGED PROCUREMENT CARD:

- 13.1 If a Procurement card is lost, stolen or damaged, the Cardholder shall notify the Bank immediately.
- 13.2 Cardholders shall notify the Program Administrator if their cards are lost, stolen or damaged within 24 hours after reporting the incident to the Bank.
- 13.3 After the above notification procedures have been completed, a new Procurement card will be issued to the Cardholder by the Program Administrator.
- 13.4 A Procurement card that is found after it has been reported lost or stolen shall be destroyed by cutting it in half. The same procedure applies if a card is damaged. Both card halves shall be forwarded to the Program Administrator

14.0 CARDHOLDER ACCOUNT MAINTENANCE:

14.1 Whenever any information contained on a Cardholder's Enrollment Form changes, a revised Enrollment Form shall be completed and signed by the cardholder. The revised Cardholder Enrollment Form shall then to be forwarded to the Program Administrator.

15.0 CARDHOLDER TRANSFER OR SEPARATION FROM THE METROPARKS:

15.1 Prior to transferring from the department/park or separating from the Metroparks, Cardholders shall surrender their Procurement Cards and corresponding support documentation to the Card Administrator.

15.2 Program Administrator is to be notified in writing of transfer or separation.

15.3 Program Administrator will cancel the card in all cases of transfer or separation from employment.

15.4 A new Enrollment Form must be completed if a card is to be assigned after transferring to a new position.

16.0 PROCUREMENT CARD CANCELLATION:

The Program Administrator shall be notified immediately when a Procurement Card is to be canceled. The card shall be destroyed by cutting it in half. Both card halves shall be forwarded to the Program Administrator.

METROPARKS
PROCUREMENT CARDHOLDER AGREEMENT

I (employee name) _____, as the Cardholder, agree to the following conditions regarding my use of the Metroparks Procurement Card:

1. I understand that by using the procurement card, I will be making financial commitments on behalf of the Metroparks and agree to use the procurement card to purchase goods or services solely for the Metroparks' use or benefit. I shall strive to obtain the best value for the Metroparks when purchasing merchandise and/or services with the procurement Card.
2. I agree to use the procurement card only for authorized purchases and in an appropriate manner, as defined in the Procurement Card Program Rules and Regulations. I understand that under NO circumstances is this procurement card to be used for personal purchases and that the procurement card may **not** be used to obtain cash.
3. I understand that if I make an unauthorized purchase with the procurement card or use the procurement card in an inappropriate manner, I shall be responsible for reimbursing the Metroparks and I shall be subject to disciplinary action including possible cancellation of procurement card privileges, termination of employment at the Metroparks and/or criminal prosecution.
4. I further understand that I shall submit individual receipts detailing all of the materials or services purchased with the procurement card. I am responsible for reviewing my card statements and signing them indicating that I made the card purchases and payment is authorized. I shall forward the signed and dated transaction log, statement and receipts to my Card Administrator for review and authorization, in a timely manner, to ensure that the Metroparks will never be responsible for paying any interest on charges.
5. I understand that I shall report errors or discrepancies on my statement to Fifth Third by filing a dispute form within seven days of receipt of statement. A copy of the dispute form shall be attached to the month end packet.
6. I understand that I am responsible for immediately reporting my lost or stolen card to Fifth Third - , 24 hours daily. In addition I shall notify my Card Administrator and the Program Administrator no later than the following business day. If I do not immediately report the lost or stolen card, I may be responsible for any unauthorized charges. I shall not be liable for unauthorized charges occurring after I have notified Fifth Third of the lost or stolen card. I understand that disciplinary action shall be taken if I do not report the lost or stolen card to my Card Administrator and the Program Administrator.
7. I understand that the Metroparks will monitor and audit my use of the procurement card. The procurement card remains the property of the Metroparks. I agree to return the card to the Program Administrator and sign the signature card in the Purchasing Division indicating the return, unless otherwise directed by my Department Head/Park Manager, immediately at the Metroparks' request, my transfer or termination of employment.
8. At any time, the Metroparks may revoke or cancel the card and terminate this agreement including but not limited to the following reasons: 1) failure to comply with the terms of this Agreement; 2) a case of fraud or abuse of the card including exceeding my spending limit; 3) breach of any other requirements of employment with the Metroparks. Termination of employment, whether by myself or the Metroparks, shall not affect prior transactions or obligations existing at the time of termination.
9. I have attended training on the rules and regulations for procurement card use and have received and read a copy of the Metroparks Procurement Card Program Rules and Regulations Manual and shall abide by all the requirements set forth in said manual.

I have read this agreement, understand it and agree to be bound by it, and any subsequent amendments or addenda, for as long as I am a Procurement Cardholder at the Metroparks.

Print Employee Name _____

Department/Division _____

Employee Signature _____ Date _____

CARDHOLDER REQUEST FORM

Employee name:

Job title:

Location:

Ext. Number

Card Administrator assigned: _____

STANDARD MAXIMUM LIMITS ARE AS FOLLOWS:

Single Purchase Limit \$1,000.00

Daily Purchase Limit \$2,000.00

Monthly Purchase Limit \$5,000.00

Number of Transactions per day = 5

Number of Transactions per month = 30

Please indicate if card limits should be set lower:

Single Purchase Limit _____

Daily Purchase Limit _____

Monthly Purchase Limit _____

Number of Transactions per day _____

Number of Transactions per month _____

Signature, District Park Manager _____

Date _____



HURON-CLINTON METROPOLITAN AUTHORITY

7 - F - 4 - c
Meeting of May 10, 2012

To: Gregory J. Almas, Deputy Director
From: Scott Michael, Purchasing Manager
Subject: Procurement Card Benefit Bullet Points
Date: May 3, 2012

A Procurement Card (P-Card) program is a tool for managing low dollar purchases by aggregating the small transaction processing. Typically, 80 percent of transactions represent 20 percent of total dollars spent. For example in 2011, more than 80 percent of the invoices (12,636) were under \$1,000 for a total expenditure of \$2.3 million.

The Procurement Card program will be introduced as a pilot program in one district. The benefits of a Procurement Card Program include:

- Increased accountability of charges made by employees
- Increase controls of purchases made
- Reduce and eventually eliminate open accounts
- Maintains decentralized purchasing procedures
- Reduce the use of petty cash funds
- Reduce the number of requests for special checks
- Rebate to HCMA

In establishing our procedures, Purchasing Department staff reviewed those already in place by numerous municipal agencies, including Ann Arbor, Bay City, city of Kalamazoo, Dearborn, Farmington Hills, Lansing, Rochester Hills, Sterling Heights, Washtenaw County, Oakland County and Wayne State University.

The Purchasing Department and Accounting Department will review and audit card usage as per the Procurement Card procedures.

Expanded definitions and terminology:

Accountability: Each transaction placed on a procurement card is reviewed by the employee's supervisor, district manager and purchasing department staff. Employee purchases indicate buying patterns and habits, helping to identify any need for contracts or negotiated pricing on items. The Procurement Card allows the card spending limits to be set by cardholder.

Controls: Allows review of how often employees are making purchases at local stores, by day, by week, by month. Increases ability to train staff to plan ahead, project items needed and save time and money procuring goods at the last minute.

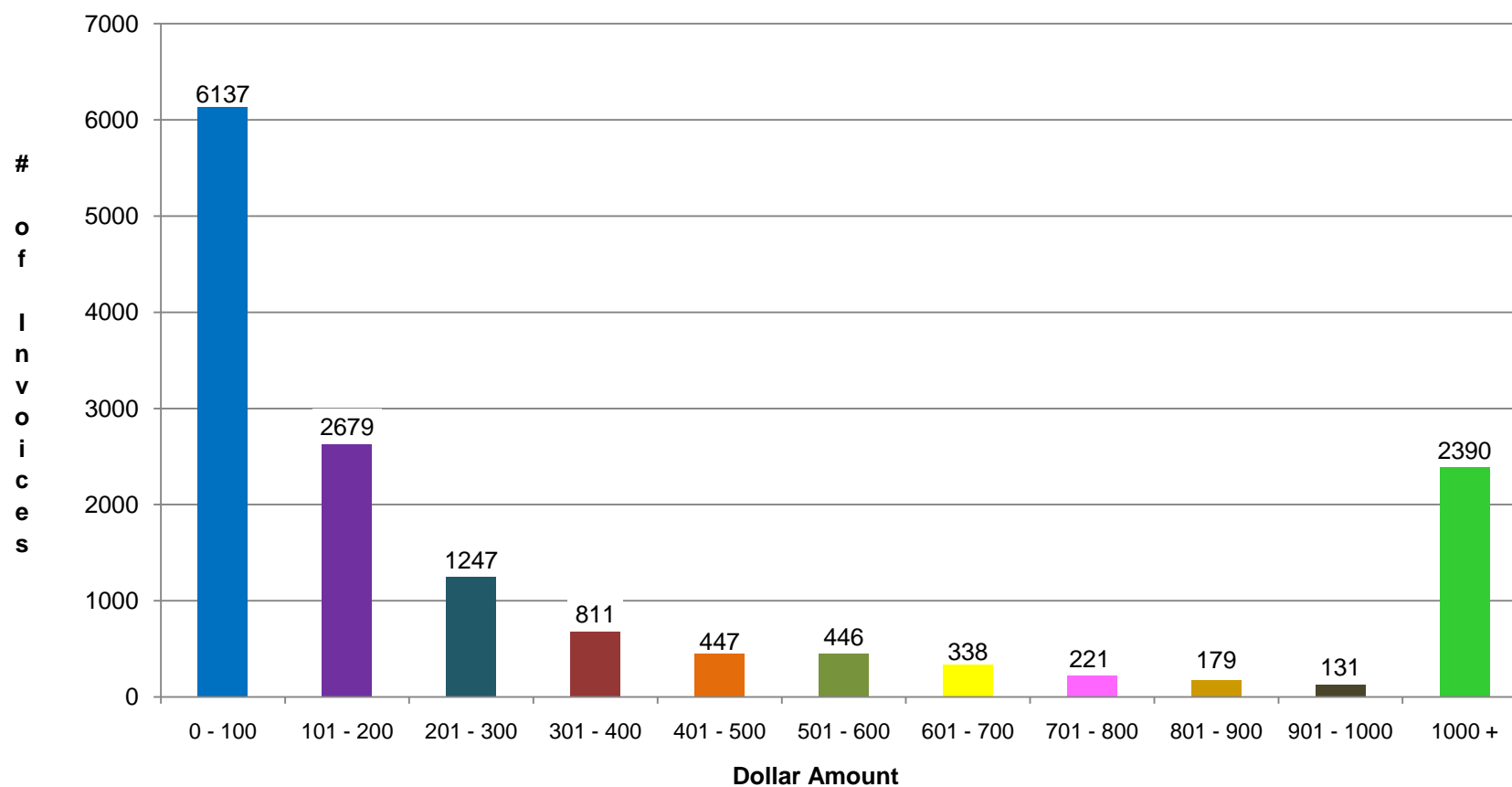
Reduction of Open Accounts: Eliminates the need to set up vendors on the current financial system, which requires getting a W-9 form and inputting data. Reduces the number of vendors in our database, reduces the number of checks issued to multiple vendors, resulting in increased efficiency.

Decentralized Purchasing Procedures: When the Metroparks decentralized purchasing in 1987, certain employees within the Parks were empowered to buy goods and products in keeping within the Purchasing Guidelines and dollar limits. The use of a Procurement Card will not increase the number of persons currently purchasing goods at the park level.

Reduces/Eliminates the use of Petty Cash: The Procurement Card can be used to procure items by charging directly at the merchant rather than using personal funds and then getting reimbursed.

Reduce the Number of Requests for Special Checks: Certain vendors require COD terms, payment on receipt of goods.

Rebate to HCMA: The Procurement Card returns to the Metroparks rebate dollars in the amount of .75 percent based on spending of \$250,000 annually. Upon full implementation of the program, estimated annual rebate will be \$12,000.00

Total 2011 Invoices

Number of Invoices between \$0 and \$1,000 totals 12,636 for a total expenditure of \$2.3 million.



HURON-CLINTON METROPOLITAN AUTHORITY

7 - F - 5
Meeting of May 10, 2011

To: Board of Commissioners
From: David Moilanen, Director and Kassie Kretzschmar, Marketing Manager
Subject: New Summer and Fall 2012 Events for Consideration
Date: May 2, 2012

Marketing manager, Kassie Kretzschmar, has been working with various companies and organizations to create new events for the Metroparks and we would like Board approval to move forward with the events listed below. Please find the overall concept included for each event, the events are still works in progress, so as much detail as possible is included to date.

To encourage a festival atmosphere, radio station events include food stations, DJ's, live bands and a charity beer tent all within an enclosed area (snow fencing around the area with multiple entry points). These events are first-year events and we would like to make them annual events if all goes well this year.

Staff is seeking Board approval beer and wine sales as part of these 2012 festivals. All beer and wine proceeds will go to designated charities.

These events are important for the Metroparks since they will help bring in large crowds and toll revenue; give the Metroparks extensive media exposure in advertising packages, plus on-air exposure with live broadcasts from the park; and hopefully expose us to new people who may not be familiar with the Metroparks. Offering a full range of services and activities at these events is essential to their success. There have been no regulatory issues regarding the sale of beer and wine at similar events. Staff will ensure compliance with all insurance and Michigan Liquor Control Commission requirements.

Events for consideration:

WCSX Blues, Brews, & BBQ featuring Ronnie Baker Brooks – Lake St. Clair Metropark
Outdoor concert event with music from Ronnie Baker Brooks, Paz Man's Super Session featuring Jeanne & the Dreams, Johnie Bassett and the Brothers Groove, Broken Arrow Blues Band and Laith Al Saadi. Plus, Detroit's finest Brews and BBQ. Stage, live bands, vendor tents and BBQ restaurants plus 94.7 WCSX will broadcast LIVE from the event which runs Noon- 9:00pm (bands perform 3:00 – 9:00pm). Concerts are free after the admission to the park, all ages welcome, must receive a wristband with proper ID to buy beer in the beer tent benefitting a charity that is working with them for the beer license. Budweiser will be the beer sponsor onsite.

This is a new event for WCSX. HCMA will be included in a minimum of \$105,500 in promotional value which includes on-air commercial airtime, website exposure, e-blasts; plus we will be included in other media exposure and WCSX will provide production of the event. Plus, additional value of the live broadcast onsite from the event. The radio stations would include HCMA in their insurance for the event.

Event Date: Saturday, June 23, 2012; WCSX is 94.7 FM.
New Summer and Fall 2012 Events for Consideration
May 3, 2012
Page Two

WRIF “RIFF Fest” – Lake St. Clair Metropark

Same type of event as the June 23 WCSX event yet this one will possibly have some national acts, and a reality TV star onsite. This is a new event for the WRIF. Beer tent (same charity as June 23 event). HCMA will be included in a minimum of \$100,000 in promotional value which includes on-air commercial airtime, website exposure, e-blasts; plus we will be included in other media exposure and WRIF will provide production of the event. Plus, additional value of the live broadcast onsite from the event. The radio station would include HCMA in their insurance for the event.

Event Date: Saturday, August 11, 2012; WRIF is 101.1 FM

War of 1812 Military Events sponsored by Miller – Lake St. Clair Metropark

Event Dates: July 6, 7, 8 - Military Tribute Concerts (may just be July 7, 8)

Sept. 7 - Michigan Philharmonic 1812 Commemorative Concert with the U.S. Navy Band and Navy Choir members; an F-18 flyover, small fireworks display

Sept. 8, 9 - Military Tribute Concerts

We have a list of bands to select from, such as: .38 Special, Uncle Kracker, Eddy Money, Peter Wolf, Starship, Billy Ray Cyrus, Clint Black, David Allen Coe, Diamond Rio, LeAnn Rimes, Charlie Daniels, and many others. HCMA will get 5-10 percent of event proceeds; ticket sales and beer proceeds will also go to Military Charities.

CBS Radio Brew & BBQ featuring Michigan Craft Beers – Kensington Metropark

All six CBS Radio Stations will be involved in the event (WOMC, WVMV, WYCD, WKRK, WXYT and WWJ). These are the same radio stations HCMA worked with for the 9/11 2011 events. There will be a confined, designated event area (snow-fenced in with various entry points) and within the event area, the radio stations thought of having areas that represent each of their six radio station, for instance for the sports station, maybe a “brew and view,” the country station could be “brew and BBQ” area etc. The event will feature Michigan Craft Beers and wine patrons would be charged for samples. This would be a ticketed event.

The rough details are:

HCMA would get at minimum \$100,000 worth of media exposure in radio spots, plus e-blasts. The radio stations would include HCMA in their insurance for the event.

Event Date and Time: Saturday, September 29, 2012
Number of exhibitors: 50 – 75
Event Hours: 1:00pm – 9:00pm

Proof of insurance and naming the Metroparks as an additionally insured will be provided for each of these events.

Recommendation: That the Board of Commissioners approve beer/wine sales for these 2012 Events at Lake St. Clair and Kensington Metroparks as recommended by Director Moilanen and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

7 - F - 6
Meeting of May 10, 2012

To: Board of Commissioners
From: Gregory J. Almas, Deputy Director
Subject: March Donations (8)
Date: May 3, 2012

The following donations were received through April 30, 2012:

1. James Nicholson made an \$8,000 cash donation to be used for landscaping at the Nature Center at Lake St. Clair Metropark.
2. Richard Whitwam with the Pointe Mouillee Waterfowl Festival made a \$500 cash donation to buy microscopes for educational purposes to be used at the Lake Erie Metropark Marshlands Museum and Nature Center.
3. Bill Arlow made a \$350 cash donation to purchase a bench with plaque to be placed at Lake Erie Metropark.
4. Al Farkas made a \$350 cash donation for a bench and plaque to be placed at Lake Erie Metropark.
5. Dick Simmons made a \$300 cash donation for a bench to be placed near the nature trail at Kensington Metropark.
6. John and Susan Witek made a \$300 cash donation for a bench to be placed near the nature trail at Kensington Metropark.
7. Mary Jo Firth Gillett made a \$300 cash donation for a memorial bench honoring Dennis Firth to be placed near the Fox Run Trail at the Nature Center at Kensington Metropark.
8. Theresa Chesney made a \$300 cash donation for memorial bench honoring Michael Bertrand to be placed near the East Boat Launch at Kensington Metropark.

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



7 - F - 7
Meeting of May 10, 2012

HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: George Phifer, Executive Secretary
Subject: Legislative Report
Date: May 3, 2012

Legislative Consultant George M. Carr, will be at the May 10 Commission meeting and will personally deliver the legislative report for April.



**HURON-CLINTON METROPOLITAN AUTHORITY
APRIL MONTHLY REPORT
FOR
BOARD OF COMMISSIONERS
MAY 10, 2012**

Director's Comments

- Seasonal programming, such as Easter egg hunts and baby animal programs, highlighted interpretive events. All of these programs were very well attended. For example, more than 2,000 people participated in the Easter egg hunt at Kensington. Spring tour season for educational groups also started in earnest.
- Each year as part of Earth Day activities, most of the parks have clean-up days. This year nearly 1,200 people volunteered to help clean up seven of the Metroparks. That is quite a show of support from the community.
- Eleven employees submitted retirement notices as part of the early retirement window/cost containment initiatives. We expect more employees will submit notices of retirement before the June 30 deadline for the early retirement window.
- Human Resources Department instituted a "Catch the Fish" customer service initiative earlier this year. First, supervisors were trained on the program who would in turn be training part-time staff during orientations. Other full-time staff are now being trained and the program is being implemented. The goal is to encourage staff to keep the visitors' needs first, show them ways to improve customer service and to promote among employees examples of good customer service. More details of the program are in the Human Resources report.
- Construction of the children's playground at Eastwood Beach in Stony Creek Metropark is proceeding on schedule and should be ready for use by early summer. The playground is very impressive with separate areas and structures for ages 2-5 and 5-12 and contains the largest geodesic play web in the state.

Eastern District

Lake St. Clair, Stony Creek, Wolcott Mill, –

Mike Lyons

- Park usage at Lake St. Clair Metropark returned to near average in April due to more normal weather.
- The Annual Earth Day Clean-up held at Lake St. Clair on April 21 had good participation with more than 200 volunteers taking part.
- The first ever "Strut Your Mutt - Bark for Life" dog walk at Lake St. Clair held on April 21 had nearly 100 dogs and their owners taking part. This worthwhile event benefited the American Cancer Society.
- A portion of the "Let's Move" half marathon came through Lake St. Clair Metropark utilizing the perimeter road on April 28. The 13.1 mile route began and ended in Mt. Clemens. This has become an annual event and this year it nearly doubled in size from last year as it attracted nearly 2,000 participants.
- The annual March of Dimes "Walk for Babies" held at Lake St. Clair Metropark on April 29 had nearly 3,000 participants taking part in the charity walk.
- The Annual Stony Creek/Wolcott Mill Earth Day Clean-ups took place on April 21 with nearly 500 volunteers helping with the clean-up at both parks. Thanks go out to all the volunteers, organizations that financially contributed to the event, and to staff for insuring a successful event.
- The Stony Creek summer boat storage lottery was held on April 28 with 82 of the 116 slips reserved, producing \$24,600 in revenue.

Eastern District (con't)

- Construction of the new Ridgewood Campground and the addition of three holes to the Buckhorn Disc Golf Course continue and both are near completion.
- The development and installation of the new state of the art playground at Eastwood Beach is well under way and should be open on schedule by the end of May. These children's play structures will be major attractions to the park and have already created quite a buzz.
- Controlled burns took place during April in the mitigation area north of Inwood Road.

Western District

Indian Springs, Kensington, Huron Meadows, Hudson Mills, Dexter-Huron, Delhi – Kim Jarvis

- Easter Egg programs held at Hudson Mills, Indian Springs and Kensington were filled to capacity. Children and their families enjoyed visiting the Easter Bunny, Rosco the Clown, farm animals, face painting and making crafts.
- Thanks to the hard work of the Hudson Mills Golf Course Maintenance staff, the Natural Resources Crew and many other maintenance employees throughout the Metroparks, the front nine holes at the golf course opened April 6.
- Contractors and staff began cleaning up damage on the back nine on April 20 and are working hard to have the area cleared in order to open the back nine of the golf course by Memorial Day weekend.
- Operations and Communications staff have been working together to promote the Hudson Mills Golf Course and to let the public know the front nine holes are open for play. Local businesses in Dexter and Ann Arbor are promoting the golf course with table top displays, flyers and two-for-one coupons.
- The annual Earth Day "Keep Kensington Clean" program held on April 21 had 148 volunteers who helped clean numerous areas of the park.
- Events held throughout the district in April included the Child help "Run the Course" for Dominick Calhoun Walk at Kensington; the American Cancer Society Walk at Hudson Mills; and March of Dimes walks at both Kensington and Hudson Mills on April 30 (the March of Dimes walks had 2,000 participants at Hudson Mills and 1,000 at Kensington).
- The month concluded with the Spring Festival at Kensington April 28 and 29. While the weather on April 28 was dismal, the great weather on April 29 brought out a lot of visitors. The overflow lot at the Farm Center was filled as was the Nature Center, disc golf course and the regulation golf course.

Southern District

Lower Huron, Willow, Oakwood, Lake Erie – Jim Pershing

- Caulking work on the Turtle Cover deck started towards the end of April and should be completed well in advance of the Memorial Day opening.
- With help from staff, Herkimer Radio Service was able to perform tests with the radio system using existing analog radios and with some of the new digital radios. The new repeater which was installed last year has both analog and digital capabilities. In parts of the district it is almost impossible to hear radio transmissions to the base, or car to car. Using the digital radios Herkimer supplied completely eliminated those problems.
- The finishing touches are being added to the Walnut Grove Campground at Lower Huron. The second large sign for the campground has been completed and will be installed the first week of May. Wayne County has inspected and approved the campground; and the paperwork has been forwarded to Lansing for the operating license.

Southern District (con't)

- Staff was interviewed by the News-Herald about the campground and the News-Herald has already run an article and shot a video which is now running on their website. The first campers will be at the new campground on May which (also the first day it opens to the public).
- The Lake Erie Marina opened on April 1.
- Easter Egg Scrambles were held at Lake Erie and Willow on April 7. A total of 125 people, children and parents enjoying the activities at Lake Erie and 120 children spread over two sessions at Willow. The Easter Muskrat and TC the turtle made appearances at both events.
- The Par 3 Golf Course at Lower Huron opened on April 14. The larger facility sign that was placed along the parkway overlooking the golf course was moved to the golf course entrance on the parkway.
- The American Whippet Club held an event at Lake Erie on April 14 and 15. The Whippets were put through a variety of times agility courses, and a number of the participants traveled quite a distance and asked if they would be able to camp overnight. Fewer than 10 took advantage of the overnight camping with no incidents reported.
- The rescheduled St. Mary's Grade School Turkey Trot was held at Lake Erie on April 17 with approximately 100 participants. The event was rescheduled from last November due to inclement weather.
- Lake Erie and Oakwoods held Earth Day and Lake Shore clean-ups on April 21. 270 volunteers helped out.
- A new event was held at Lake Erie on April 29. The "Brownstown Run" was held to raise funds for the Brownstown Fire and Police Department's Honor Guard. Sponsors pledged money to support the runners to benefit the group. 245 runners participated.

Interpretive Services –

Mike George

- Many of the centers offered seasonal related events, one being the various "Easter Egg" programs.
- A new initiative at Wolcott Mill Farm Center "Babies, Babies Everywhere" received wonderful attendance for the two weeks it was held.
- Met with members of the "Nature Connections" to go over future, mutual educational programming.
- Also met with staff from Oakland County Parks and Recreation to look at possible collaborative efforts.

Lake St. Clair Nature Center

- Early April was busy with walk-in traffic because of warm weather and Easter break.
- Two large events were held during the month. The "22nd Annual Earth Week Clean-up Day" had more than 250 participants despite the cold morning and the entire park and shoreline were covered. Much thanks to the Soroptimist International of Greater Macomb and the Lake St. Clair Employee Association for providing the donations.
- The other big event was "Wind, Water & Weather." This event brought in recreation groups such as kite clubs, sail boarding and kayaking, to demonstrate the sport and encourage people to try the activity. The interpretive staff set up weather and water demonstrations and crafts as part of the activities.
- Staff presented several out-of-park programs at St. Mary's School in Mount Clemens, the Rochester Symphony Women's Auxiliary, as well as presenting at a teacher workshop with Michigan Sea Grant and the MISD about phragmites and marsh restoration under the grant.
- Work continued with Michigan Sea Grant on exhibits under the phragmites grant.

Interpretive Services –

Lake St. Clair Nature Center (con't)

- Staff prepared for Summer Discovery Cruises and upcoming events, provided animal care and updated seasonal exhibits.
- Volunteers worked on cleaning nest boxes, monitoring wildlife and helped show the public the baby owls on the nest.

Wolcott Mill Historic Center

- The month started off with “Pioneer Week.” Events included rope and bread making, candle dipping, taffy pulling and cabin building.
- Along with schools that return each year, the mill’s calendar was full of schools and libraries that took advantage of the grant received from the Four County Foundation.
- Staff presented two programs which included a “Michigan Settler” program and the farm’s “Egg Incubator” program. During “Michigan Settler” children made butter, constructed a log cabin and played with a variety of wooden toys.
- During the incubator program staff read books, dissected an egg, talked about incubation and placed eggs in an incubator. The egg industry provided the mill with activity books and the incubating eggs brought the children into the libraries.
- Word has spread about how beautiful the grounds are at the Historic Center and there are five weddings schedule for the year, with more couples interested. There are also inquires about renting the warehouse.

Wolcott Mill Farm Center

- The Farm enjoyed several thousands of visitors for their baby animal programs. There is definitely a full house of babies this year and the farm’s goal is to keep as many babies as they can throughout the year.
- The center also added a new program to the spring line up; “Say Goodnight to the Babies.” Three of the four programs were filled and it was met with overwhelming excitement.
- There was better than ever turnout for the “Farm Egg Scramble,” with more than 1600 visitors. The farm also added four sessions of “Toddler Egg Scramble” and booked each session to capacity.
- “Earth Day Clean-up” was cold, windy and overcast, however that did not stop the over 90 faithful volunteers from participating. The participants did a great job cleaning up and were treated to a lunch followed by a wagon ride.
- The most popular time for a farm tour is still 10:00 a.m. which allows participants to see the dairy cows getting milked and the morning tours were increased to accommodate the demand.
- Farm staff traveled offsite to participate in Project Red, an agricultural awareness program for third grade students, which is put on by Michigan Farm Bureau. This year the event was held at the Armada Fair Grounds and had approximately 900 attendees.
- The farm also gained some good exposure at the Macomb County Parks and Recreation (MCPR) Eggstravaganza. MCPR set up a chick area with the farm’s chicks, and promoted the farm and Metroparks.
- The Girl Scouts held an event at the farm to celebrate 100 Years of Girl Scouts which brought 200 girls out to the farm.
- The Wolcott General Store continued to gain popularity and even had regulars coming in to purchase milk, honey and ice cream.
- The farm had 17,983 visitors with \$22,932.37 in revenue during April.

Interpretive Services – Stony Creek Nature Center

- During the month, nature center interpretive staff efforts were directed towards scout badge, Spring Break and public programs along with visiting school groups.
- Many thanks to the 18 dedicated volunteers who contributed 41 hours of their time to cleaning the nature center flower beds and grounds and to the care and feeding of the nature center's animals.

Indian Springs Environmental Discovery Center

- The spring fieldtrip season was in full-swing with trips hosted on nearly every available day. The most popular topics for the younger audiences were “Pond Study” and “Lifecycles.” The most popular topics for upper elementary and older were “Ecosystems” and “Benthic Macro-invertebrates in the Lab.” Staff also received requests for “Energy,” “Plants,” “Water Cycle” and “Indian Discovery.”
- “Easter Egg Hunt with Rosco the Clown” filled both sessions and had good reviews from participants.
- The Tot-time series focused on “Turtles” during the month and was really popular.
- The center also offered their Orienteering and GPS Day where scouts and families could attend both navigating programs with a lunch break.
- For scouts, the EDC offered the “Bird Study Merit Badge,” “Webelos Badge Days” and their first “Wolf Scouts Tie It Right” program.
- Plans were also underway to host a Creative Writing Workshop over the summer. During the month staff met with the two writers who will be teaching the series over the summer.

Kensington Farm Center

- Two “Fun on the Farm” and two “Farmer for the Day” programs were hosted. The “Fun on the Farm” sessions were particularly well attended. The April 5 program was the center’s first attempt to have an egg hunt program aimed specifically at toddlers, and was met with overwhelming success and positive response. The egg hunt had more than 500 people attend despite poor weather. The farm’s April 26 program revolved around new babies, and was also well attended.
- The two “Farmer for the Day” programs were filled to capacity. Each day children got a chance to spend a day with the farm interpreters doing a wide variety of activities. Future “Farmer for the Day” programs are already filling up.
- The Great Egg Hunt at Maple Beach held on April 7 had more than 2,000 people participate. Visitors were thrilled with the event and expressed satisfaction with how well the event was organized.
- On April 23, students from Lakeland High School began their visits to the farm assisting staff with routine chores. The students were a big help!
- There were many births during the month, including a litter of piglets, several sets of lambs and a few goats. The farm also received a donation of three Nigerian dwarf goats.
- The “Spring Festival” held on April 28 and 29 was well attended. Visitors had a chance to experience sheep shearing, spinning, weaving and many other wool-related crafts. All of the favorites were on hand including Rosco the Clown, John Beemer, Char’s kitchen and Kelly Murningham’s Border Collie demonstration. New this year, was construction of an earthen oven at the Kid’s Cottage, which visitors helped to construct. The oven will be utilized for baking at future programs including “Farmer for the Day” and “Farm Camp.”

Kensington Nature Center

- Overall, the nature center had another excellent month of visitation with numerous days in overflow on weekends.
- A controlled burn was held on portions of Aspen Trail.

Interpretive Services –

Kensington Nature Center (con't)

- Thanks to the early spring, the center set an all-time record for early wildflowers through the month of April.
- The discovery of a rare bird, a European species of duck, resulted in many birders from Michigan and other states visiting the park to search for it.

Mobile Learning Center

- During April, the Mobile Learning Center visited 17 schools, conducting 61 programs for 1,631 people. One of these was a Double-Up Day with one school receiving a visit from the mobile classroom while a second school had a visit from interpreters in a school classroom. Program numbers were on-par with April 2011 numbers.
- The MLC was set up at two of Kensington's special events. The "Great Egg Hunt" at Maple Beach and the "Spring Festival" at the Farm Center.
- Staff represented the Metroparks at the Macomb County Healthy Living Expo held at the Warren Community Center where more than 200 people stopped by the booth to pick up brochures, maps and event fliers.

Hudson Mills Activity Center

- The month started out with "Easter Egg Scramble." The center had their largest crowd yet with 348 tickets sold and 1,044 people attended the two-hour program. This year Farmer John and the Barnyard Express was invited and performed two shows.
- The most popular program during the month was "Plant Parts and Their Cycles."
- An out of park program on animal adaptations was held at the Humane Society of Huron Valley.

Oakwoods Nature Center

- The beginning of the month was dominated by preparations for the annual "Easter Egg Scramble." After stuffing nearly 2,500 eggs, staff readied crafts and games for the participants. Thank you to park patrons, the Anetzberger's who, once again, donated 18 Easter baskets loaded with goodies.
- Immediately after the scramble was over, work began on the "Build a Bat House" program.
- The annual "Earth Day Clean-up" needed only minimal clean-up in the park.
- Along with the Cleanup, the Downriver Woodcarvers set up their carvings for the annual "Woodcarvers Show." Running this alongside the clean-up proved to be a solid move as attendance for the show increased greatly thanks to higher traffic volume overall that day.
- A group of approximately 100 sixth through eighth graders from Chandler Park Academy visited the great outdoors at the park over a two-day period.
- Interpretive staff also began preparing for their "Day-After-Arbor Day Festival."

Lake Erie Marshlands Museum and Nature Center

- The "Easter Egg Scramble" was held on April 7 with 120 participants that were treated to an egg hunt, farm animals, raisin-making goats, crafts, hot dog making staff and a hayride to visit Francois the Easter Muskrat.
- Every potential building appointment day for the balance of the month was filled with school groups. In all, the museum had 13 classes ranging from a sixth, seventh and eighth graders from Sampson Academy in Detroit, to preschoolers participating in multiple "Frog Funs."
- Schoolship, aka "the Sea Grant GLEP" program, started in earnest on April 24. The schedule runs two schools per day for the rest of the school season.
- A U.S. Fish & Wildlife Service representative presented a great talk about the status of the Lake Sturgeon research in the Detroit River with a full house in attendance.

Interpretive Services –

Lake Erie Marshlands Museum and Nature Center (con't)

- Interpretive staff started working on the bicentennial remembrance of the War of 1812 (which was officially declared on June 18, 1812) with a program called “The Winds of War.” The idea was to recall the regional events which led up to the war and show how wars never just start up out of the blue. The classroom was packed for this program as well.

Human Resources –

Carol Stone

- The Early Retirement Window began April 1 and remains in effect through June 30. During April, notice of retirement was received from 11 employees, with six of the 11 retiring in April.
- Open enrollment for the change to the high deductible health plan and health savings account program was processed during April for a May 1 effective date.
- Dave Kirbach has been assigned to the Western District as District Maintenance Manager and Mark Lietaert has been assigned to the Eastern District as District Maintenance Manager.
- With a vacancy in the position of Park Maintenance Supervisor at Indian Springs. It was anticipated that the position would be filled through an internal transfer however with the early retirement program; the number of Park Maintenance Supervisors is below the attrition plan adopted by the Board in March of 2011. Upon approval of the Board, the position will be filled through promotion.
- January HR launched a customer service initiative called “Catch-the-Fish.” The program includes an employee recognition component in which employees ‘caught’ delivering excellent customer service (both internal and external) will be recognized as the Catch-of-the-Day and reported throughout the Authority via email and the HR monthly report. Employees can be ‘caught’ by supervisors, other employees, and park patrons. During April, the following employees were caught by supervisors and other employees:
 - Chris Sist: Park Support Specialist at Kensington for her work in coordinating the seasonal hiring process.
 - Jen Doody: Park Support Specialist at Lower Huron for her efforts in exceeding shelter rentals year-to-date.
 - Jocelyn Smrcka: Operations Clerk at Lower Huron for her customer service efforts when handling calls for service and a great job on developing a lay-out board for the campsites.
 - Jenny Wright: Park Support Specialist at Lower Huron for updating the picnic/camping reservation system in order to better serve customers, for her efforts in assisting dispatch, and for her service to customers.
 - Golf Course Maintenance employees at Willow were recognized for their continued efforts in maintaining the quality of the course.
 - Bonnie Garrett: Administrative Office was recognized for her internal customer service in coordinating the 2012 Employee/Volunteer Recognition Dinner.
 - Holly Clegg: Operations at Lower Huron, for her customer service with the Girl Scouts of America that resulted in the sale 514 gift cards that Holly delivered in personalized envelopes with information on Turtle Cove, the new Rustic Campground, and other Park information.
- Police supervisory personnel attended training on the Michigan Fireworks Safety Act.
- HCMA’s insurer for employment practices provides a free on-line training program for harassment. It is the goal that all full-time and part-time employees complete the training during 2012.

Human Resources (con't) –

- The Safety Committee met on April 18 and items on the agenda included: a review of the draft updated vehicle/equipment use policy; review of workers comp and park patron claims filed during the last quarter; updates on capital and major maintenance items; safety training requirements and training resources; and an employee survey available at no cost through CNA (liability insurance carrier) to assess training needs and employee perceptions on safety issues.
- The Cooperative Alliance also met on April 18 and the focus of the meeting was the impact of the early retirement window on park operations; legislation impacting collective bargaining; and the intent to begin contract negotiations in July.

Information Systems –

Nolan Clark

- April was spent preparing for the summer season.
- At the golf courses, staff replaced eight golf course point-of-sale computers; ordered new computers to replace the 7-year old tee sheet computers; staged all eight computers with Microsoft Windows 7; and deployed four of these computers to the courses. The remaining computers will be deployed by mid may.
- In addition to the computers for the golf courses, staff requisitioned an additional 11 computers and three notebook computers.
- Due to the damage caused by the tornado at Hudson Mills staff made a number of changes to the ShoreTel phone system and was able to forward all calls to the golf course and all the extensions at the golf course to the park office until the repairs were made to the facility.
- The long standing splice block problem at Lake St Clair Metropark was replaced and repairs to the infrastructure are almost complete.

Community Relations –

Jack Liang

- Met with PGA Certified Instructor, Peter Kingsley. Mr. Kingsley has done a preliminary review of Metropark golf facilities and provided an initial proposal for a variety of golf instruction programs for several of our courses.
- Coordinated plans for meeting with MSU Institute of Agricultural Technology and Macomb Community College representatives, as well as interested Macomb area individuals regarding the potential for hosting curriculum for an Ag Tech program at Wolcott Farm.
- Mike George and I met with Macomb Kiwanis leadership at Lake St. Clair Nature Center to present a request for financial support for a new play area at Wolcott Farm Center with a farm theme.
- Coordinated meeting with staff, arranging for Jeffrey Jacobs, director at Henry Ford West Bloomfield Hospital to speak on "Quality Management" and Michelle Lutz, also with Henry Ford West Bloomfield Hospital to speak on organic farming.

Planning –

Susan Nyquist

Lake St. Clair

- Development of plans for the first phase of the parking lot reconstruction continues. Staff is cooperating with the engineering consultants and our engineering staff. This has been a long process due to the many constructability challenges. However, there are improvements to the design with each modification and the progress towards a final solution is being met.

Planning –

Lake St. Clair (con't)

- Working with park staff and a safety inspector, developed a solution to a potential hazard on a piece of play equipment at the tot lot. The equipment will be properly repaired to prevent injury. This project however, points out the need to replace existing structures.
- Landscape plans for the nature center area were completed.
- Studied concepts for a floating accessible (barrier-free) dock.

Wolcott Mill

- Plans were prepared for the proposed farm play area and presented to the local Kiwanis Club to seek interest in donations towards its completion.

Stony Creek

- Plans and cost estimates were prepared for the potential relocation of a garage currently located on newly acquired property to Camp Rotary for reuse as a storage unit.
- Staff met with representatives of Macomb County Department of Roads and Planning regarding the continued siltation from Inwood Road into Stony Creek. Macomb has received a grant to address this problem and is beginning to design a runoff handling system to divert, reduce the velocity, and capture the water before it can enter the creek. With the limitations of the road right of way width and the volume of water running down long slopes to the river, Macomb's design solutions most likely will involve some HCMA land to divert water to protect the creek. Macomb will also be making improvements to the road by narrowing the road width (currently about 40-foot wide) and adding ditches with stone structures to capture and slow the water.
- Staff also discussed with Macomb County Department of Roads their intent to construct a connection from the sidewalk terminating at TRW to the Stony Creek Hike/Bike Trail. Macomb has an interest in connecting the Macomb Orchard Trail which crosses 26 Mile at Mound through the existing 8-foot wide concrete sidewalk along 26 Mile. TRW has a well worn path across HCMA property to our trail currently that would be formalized, extended to 26 Mile, and then across the west portion of TRW. There is a difficult section along 26 Mile due to the road ditch, topography, and utility poles. Macomb will be preparing a preliminary design and cost estimate to see how it fits their \$75,000 budget and communications will continue.

Hudson Mills Metropark

- After assessing damage to the golf course, staff prepared plans to replace trees and make other repairs of immediate concern to safety. There will be more work to do in the future but quick action for some replacements is needed. Continue to work on plans and final design of the hike-bike trail.

Lower Huron Metropark

- Working with park personnel, the campground plans and the construction of campsites is complete and ready for use by the public.

Natural Resources –

Paul Muelle

- Met with ecologists from Environmental Consulting and Technology, Inc. and Environ Corp. to review potential sites at both Kensington and Indian Springs Metroparks which could potentially be used as ecological training areas for ITC and other companies.
- Met with MDNR Forest Health specialist regarding current forest pests in the landscape, and discussed helping them monitor for Thousand Canker Disease which affects eastern black walnut.

Natural Resources (con't)

- Met with consultant ASI and the Engineering Department to continue design discussions for the Lake St. Clair parking lot redevelopment. Also began working on QAPP revisions as required by the EPA for the parking lot grant, and met with Dianne Martin of ASTI Environmental to discuss bid letting for the marsh restoration grant at Lake St Clair Metropark.
- Met with the Huron River Watershed Council regarding assisting them in botanical and ecological surveys of Metropark property.
- Finalized an NPDES permit for controlling aquatic weeds or other invasive species in lakes, streams and wetlands and sent it to MDEQ for approval.
- Natural Resources staff held three volunteer workdays at Kensington and Dexter-Huron Metroparks where a total of 50 volunteers assisted in removing invasive garlic mustard from high quality natural areas.
- Staff continued processing vegetation survey data, preparing updated management plans and other GIS mapping, meeting with park staff regarding the preparation of PIPP and SPCC documents for various facilities and facilitated the removal of hazardous waste from Wolcott Mill Metropark.
- The Natural Resource Crew continued working on the tornado damage at Hudson Mills Golf Course, and assisted in coordinating efforts with park staff and the contractor to begin the remaining clean-up work.
- Conducted several prescribed burns at Kensington, Indian Springs, Oakwoods and Dexter-Huron Metroparks. Pruned and removed trees at Dexter- Huron, Hudson Mills and Indian Springs Metroparks. Began the reconstruction of the Woodland bridge in the Indian Springs nature area.

Purchasing – Scott Michael

- A substantial amount of time was spent on the procurement card procedures and gathering data.
- Analyzed and prepared recommendation for RFP's for food concessions and catering at Lake St. Clair Metropark
- Worked on specifications for equipment and posted bids.

Police Department – George Phifer

Kensington

- On April 12 an officer patrolling near the Disc Golf Course issued a citation for Minor in Possession.
- On April 4 an officer conducting a foot patrol at the Disc Golf Course near Hole 13, located two bags that containing illegal contraband which was confiscated and tagged as evidence.
- On April 29 officers were conducting foot patrols at the Kensington Disc Golf Course and located two subjects in possession of marijuana; subjects were arrested, and a warrant request was sent to the prosecutor's office for review.

Stony Creek

- On April 22 a park patron reported to an officer that he had stored his boat in the Boat Storage Lot at Stony Creek in late March 2012. The owner returned on April 21 and noticed his outboard motor had been removed from the boats cabin.

Communications –

Denise Semion

- The email marketing program expanded to a weekly e-newsletter with six stories each issue.
- Golf email marketing campaigns included special promotions for Lake Erie and Hudson Mills Metroparks. Along with park staff, communications staff developed, designed and launched a new marketing campaign for Hudson Mills golf course, in which three local businesses (Bearclaw Coffee, Dexter's Pub and Knights Steakhouse) will give away two-for-one coupons with a qualifying purchase. The Tennis and Golf Store offered us a free half-page ad in their 35th anniversary catalog, which we provided. This catalog is sent to more than 16,000 households.
- The first of four Metroparks Valpak coupons were included in mailings to 100,000 households.
- The Metroparks received excellent media coverage on a number of events and topics, including the Spring Festival and the Barn of the Year Award at Kensington, camping at Lower Huron, and the golf course reopening at Hudson Mills.

Marketing –

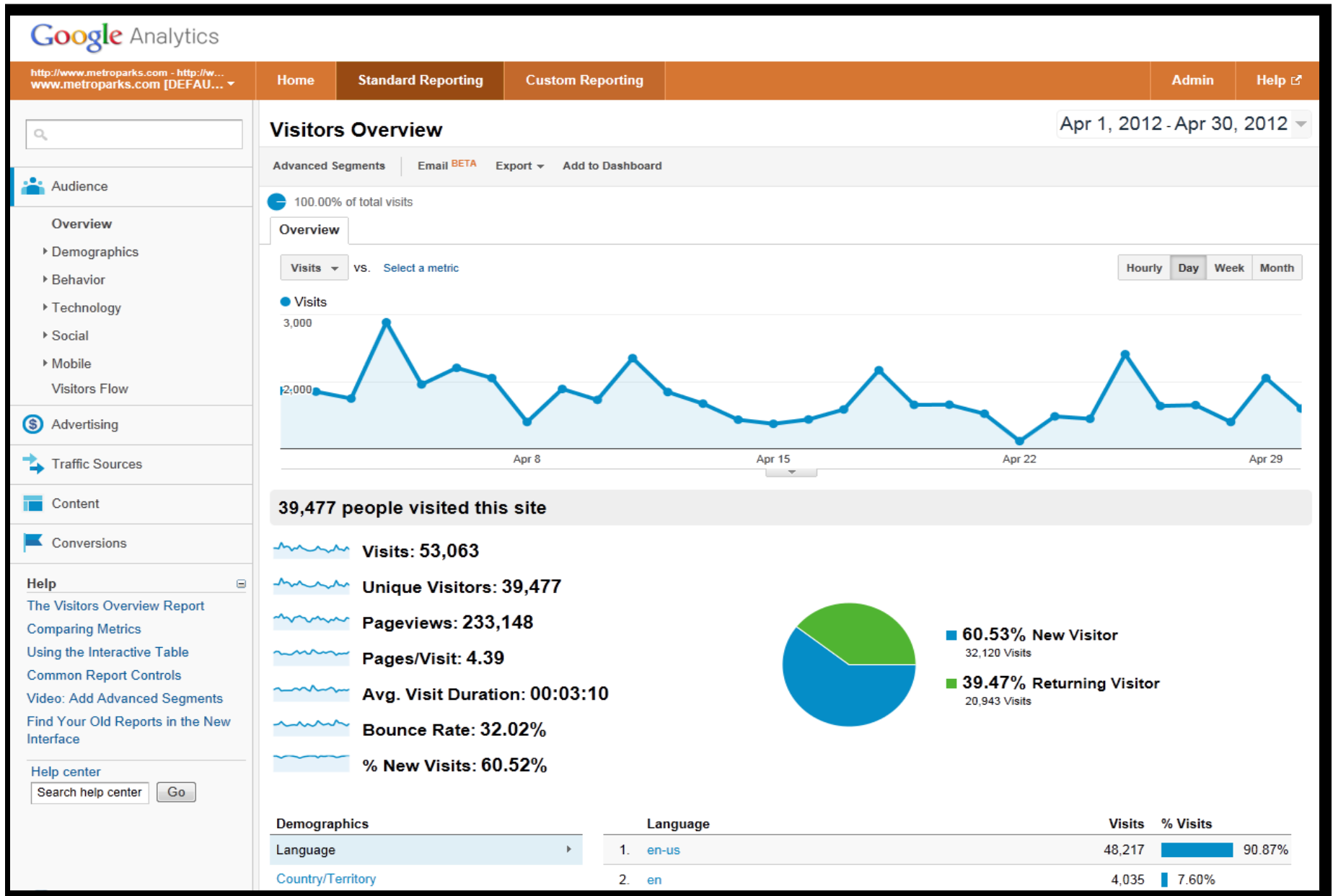
Kassie Kretzschmar

- Finalized details for the WCSX June 23 "Blues, Brews and BBQ" event at Lake St. Clair Metropark. Working on execution of the event with Park and the WCSX representatives. The event will include (with Board approval) live music, BBQ vendors, a beer tent for charity, and live broadcasts all day on WCSX from Noon- 9:00 p.m.
- Finalizing details for a July 28 WRIF "RIFF FEST" event at Lake St. Clair with a national band/act and TV Reality star. The event will include (with Board approval) live music, food vendors, a beer tent for charity and live radio broadcasts all day.
- Finalized the Costco contract, and artwork for in-store displays is in production. Start date to be determined for the HCMA park pass and gift card promotion, but it is expected to run June, July, and August 2012.
- Continue to solicit participants/displays and sponsors for the Monster Truck Motorsport event at Willow, and secured dates for August 11 and 12. Expanded the event to two days and staff is trying to build upon the event.
- Continue to meet with companies to secure sponsorships and sponsorship dollars for War of 1812 Bicentennial week activities, Michigan Philharmonic concert, and the Metroparks Fireworks.
- Executing the Dunkin' Donuts Passport to the Metroparks promotion which will run June-August. Dunkin' Donuts will be including our promotion in a 700,000 Michigan household direct mail piece.
- Continue working with Michigan Humane Society representatives for an event, Mega March, that would have approximately 6,000 dogs and 6,000 people or more; MHS are now looking to keep the event in Detroit but possibly adding one of our parks the same day to expand on the event for sometime this fall.
- Talked with CBS Radio about doing a Halloween "Trick or Treat" Trail event in one of our Parks on Oct. 27 from 4:00 – 8:00 p.m.

Communications and Marketing Summary April 2012

Activity Type	Activity	Park/Center
Interpretive	Mobile Learning Center interpretive staff represented the Metroparks at the Macomb County Healthy Living Expo held at the Warren Community Center. More than 200 people stopped by the booth to pick up brochures, maps and event fliers.	Kensington Mobile Learning Center
	Farm staff participated in Project Red Agricultural Awareness program put on by Michigan Farm Bureau at the Armada Fairgrounds. Approximately 900 attendees.	Wolcott Mill Farm Center
	The farm gained good exposure at the Macomb County Parks and Recreation Eggstravaganza. Parks and recreation set up a chick area, with the farm's chicks, and promoted the farm and Metroparks.	Wolcott Mill Farm Center
	Interpreters promoted the Metroparks and gardening with native plants to the Rochester Symphony Women's Auxiliary.	Lake St. Clair Nature Center
Miscellaneous	Communications Department participated in a health expo at Brown/Brown Insurance.	AO
	Facebook - more than 5,400 followers	AO
News Release	Hudson Mills Golf Course on the mend, workers tackle trees while golfers swing their clubs.	Hudson Mills
	Kensington's Spring Festival is "Shear" Delight.	Kensington
	Kensington Farm Center Barn receives "Barn of the Year" Award.	Kensington
	Volunteers needed to pull garlic mustard at Huron-Clinton Metroparks.	Multiple parks
	Spring Break Events at Huron-Clinton Metroparks.	Multiple parks
News Story	Several feature stories on the Spring Festival and Barn of the Year award at Kensington, camping at Lower Huron and Hudson Mills golf course opening.	Multiple parks
Online Store	Online store generated \$1,881 in sales, with 48 Annual Permits, two Annual Boat Permits, 12 HCMA/Oakland County Joint Permits and \$45 in gift card sales.	AO

April Google Analytics



HURON-CLINTON METROPARKS MONTHLY STATISTICS

APRIL 2012

PARK	MONTHLY VEHICLE ENTRIES		
	Current Year	Previous Year	Change
Lake St. Clair	22,902	19,658	16.5%
Wolcott Mill	4,266	2,819	51.3%
Stony Creek	31,995	25,982	23.1%
Indian Springs	7,852	5,664	38.6%
Kensington	62,575	47,247	32.4%
Huron Meadows	6,033	6,088	-0.9%
Hudson Mills	21,722	16,682	30.2%
Lower Huron	21,558	19,137	12.7%
Willow	14,811	13,610	8.8%
Oakwoods	3,180	2,762	15.1%
Lake Erie	15,378	12,674	21.3%
Monthly TOTALS	212,272	172,323	23.2%

MONTHLY TOLL REVENUE		
Current Year	Previous Year	Change
\$ 58,950	\$ 42,781	37.8%
\$ -	\$ -	0.0%
\$ 94,067	\$ 103,677	-9.3%
\$ 16,842	\$ 22,205	-24.2%
\$116,009	\$115,247	0.7%
\$ 2,428	\$ 3,445	-29.5%
\$41,661	\$36,561	13.9%
\$ 19,440	\$ 21,885	-11.2%
\$ 15,450	\$ 14,946	3.4%
\$ 2,765	\$ 3,280	-15.7%
\$ 37,055	\$ 37,646	-1.6%
\$ 404,667	\$ 401,673	0.7%

MONTHLY TOTAL PARK REVENUE		
Current Year	Previous Year	Change
\$ 76,815	\$ 58,406	31.5%
\$ 53,799	\$ 20,540	161.9%
\$ 248,475	\$ 220,872	12.5%
\$ 81,029	\$ 61,956	30.8%
\$223,250	\$176,176	26.7%
\$ 56,387	\$ 55,472	1.6%
\$86,482	\$75,776	14.1%
\$ 28,264	\$ 28,453	-0.7%
\$83,602	\$47,484	76.1%
\$ 2,765	\$ 3,280	-15.7%
\$ 135,381	\$ 106,725	26.9%
\$ 1,076,248	\$ 855,140	25.9%

PARK	Y-T-D VEHICLE ENTRIES		
	Current Year	Previous Year	Change
Lake St. Clair	76,278	66,744	14.3%
Wolcott Mill	8,034	6,438	24.8%
Stony Creek	97,510	75,311	29.5%
Indian Springs	19,886	16,349	21.6%
Kensington	192,031	153,127	25.4%
Huron Meadows	16,956	18,936	-10.5%
Hudson Mills	58,423	46,763	24.9%
Lower Huron	67,764	61,359	10.4%
Willow	49,925	42,915	16.3%
Oakwoods	11,416	9,587	19.1%
Lake Erie	38,938	34,023	14.4%
Y-T-D TOTALS	637,161	531,552	19.9%
Y-T-D Vehicle Entries by Management Unit			
Eastern Dist.	181,822	148,493	22.4%
Western Dist.	287,296	235,175	22.2%
Southern Dist.	168,043	147,884	13.6%

Y-T-D TOLL REVENUE		
Current Year	Previous Year	Change
\$ 200,899	\$ 143,439	40.1%
\$ -	\$ -	100%
\$ 352,413	\$ 294,987	19.5%
\$ 61,282	\$ 52,833	16.0%
\$412,823	\$336,798	22.6%
\$ 12,273	\$ 18,315	-33.0%
\$127,704	\$111,168	14.9%
\$ 85,079	\$ 54,115	57.2%
\$ 45,160	\$ 40,856	10.5%
\$ 14,741	\$ 10,930	34.9%
\$ 128,516	\$ 97,446	31.9%
\$ 1,440,890	\$ 1,160,887	24.1%
Y-T-D Toll Revenue by Management Unit		
\$553,312	\$438,426	26.2%
\$614,082	\$519,114	18.3%
\$273,496	\$203,347	34.5%

Y-T-D TOTAL PARK REVENUE		
Current Year	Previous Year	Change
\$ 255,638	\$212,064	20.5%
\$105,125	\$ 58,334	80.2%
\$ 593,031	\$ 477,718	24.1%
\$ 170,629	\$ 106,312	60.5%
\$625,555	\$471,330	32.7%
\$ 112,821	\$ 86,241	30.8%
\$198,855	\$187,724	5.9%
\$ 107,095	\$ 73,506	45.7%
\$ 133,646	\$ 81,455	64.1%
\$ 21,014	\$ 16,551	27.0%
\$ 276,976	\$ 198,941	39.2%
\$ 2,600,384	\$ 1,970,176	32.0%
Y-T-D Total Revenue by Management Unit		
\$953,794	\$748,116	27.5%
\$1,107,859	\$851,607	30.1%
\$538,731	\$370,453	45.4%

ACTIVITY REPORT - GOLF

GOLF COURSE	MONTHLY ROUNDS		
	Current Year	Previous Year	Change
Wolcott Mill	1,174	326	260.1%
Stony Creek	2,739	1,202	127.9%
Indian Springs	2,097	1,179	77.9%
Kensington	2,722	1,195	127.8%
Huron Meadows	1,933	1,664	16.2%
Hudson Mills	489	625	-21.8%
Willow	1,927	688	180.1%
Lake Erie	1,883	963	95.5%
Regulation Subtotal	14,964	7,842	
LSC Par 3	909	200	354.5%
L. Huron Par 3	385	144	167.4%
TOTALS	16,258	8,186	

ROUNDS Y-T-D		
Current Year	Previous Year	Change
1,641	326	403.4%
3,730	1,202	210.3%
3,257	1,179	176.3%
4,820	1,195	303.3%
3,646	1,664	119.1%
546	625	-12.6%
2,574	688	274.1%
2,770	963	187.6%
22,984	7,842	
1,179	200	489.5%
385	144	167.4%
24,548	8,186	

GOLF REVENUE Y-T-D		
Current Year	Previous Year	Change
\$ 36,725	\$ 9,266	296.3%
\$ 139,629	\$ 76,093	83.5%
\$ 78,134	\$ 33,406	133.9%
\$114,273	\$36,092	216.6%
\$ 83,782	\$ 47,295	77.1%
\$30,859	\$24,664	25.1%
\$ 68,463	\$ 26,462	158.7%
\$ 88,787	\$ 52,235	70.0%
\$ 640,651	\$ 305,513	
\$ 5,876	\$ 860	583.3%
\$ 2,136	\$ 818	161.1%
\$ 648,663	\$ 307,191	

ACTIVITY REPORT - SUMMER ACTIVITIES

SWIMMING	PATRONS		
	Current Year	Previous Year	Change
Lake St. Clair	0	0	0
KMP Splash-Blast	0	0	-
Lower Huron	0	0	0
Willow	0	0	0
Lake Erie	0	0	0
TOTALS	0	0	

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

REVENUE Y-T-D		
Current Year	Previous Year	Change
\$ -	\$ -	0
\$250	\$0	+ 250
\$ -	\$ -	0
\$ -	\$ -	0
\$ -	\$ -	0
\$ 250	\$ -	

PARK	Seasonal Activities this Month		
	Current Year	Previous Year	Change
Lake St. Clair			
Welsh Center	5	7	(2)
Shelters	1	0	+ 1
Boat Launches	211	153	+ 58
Marina	1	0	+ 1
Mini-Golf	0	0	0
Stony Creek			
Disc Golf Daily	2,773	1,861	+ 912
Disc Golf Annual	17	36	(19)
Disc Golf Fees			
Shelters	45	63	(18)
Boat Rental	0	0	0
Boat Launches	0	0	0
Indian Springs			
Shelters	6	4	+ 2
EDC Event Room	135	140	(5)
Kensington			
Disc Golf Daily	3,441	1,329	NA
Disc Golf Annual	17	9	
Disc Golf Fees			
Shelters	59	59	0
Boat Rental	0	0	-
Huron Meadows			
Shelters	7	5	+ 2
Boat Rental	34	7	+ 27
Hudson Mills			
Disc Golf Daily	1,442	2,265	(823)
Disc Golf Annual	26	49	(23)
Disc Golf Fees			
Shelters	25	18	+ 7
Canoe Rental ³	0	0	-
Lower Huron / Willow / Oakwoods			
LH Shelters	32	36	(4)
Willow Shelters	17	23	(6)
Lake Erie			
Shelters	16	23	(7)
Boat Launches	1,800	1,534	+ 266
Marina	NA	NA	NA

Seasonal Activities Y-T-D		
Current Year	Previous Year	Change
16	24	(8)
1	1	0
481	163	+ 318
1	0	+ 1
0	0	0
5,391	2,002	+ 3389
55	51	+ 4
188	200	(12)
0	0	0
0	0	0
14	13	+ 1
496	251	+ 245
4,816	1,406	NA
58	52	
200	161	+ 39
0	0	-
18	13	+ 5
49	9	+ 40
4,262	2,285	+ 1977
102	122	(20)
58	42	+ 16
0	0	-
111	112	(1)
47	51	(4)
41	44	(3)
3,544	2,201	+ 1343
NA	NA	NA

Seasonal Revenue Y-T-D		
Current Year	Previous Year	Change
\$ 11,550	\$ 27,500	-58.0%
\$ 24,475	\$ 24,675	-0.8%
NA	NA	
\$15	\$ -	
\$ -	\$ -	
\$10,782	\$4,016	168.5%
\$2,710	\$2,500	8.4%
\$13,492	\$6,516	107.1%
\$ 28,390	\$ 29,950	-5.2%
\$ -	\$ -	0
NA	NA	NA
\$ 2,100	\$ 1,950	7.7%
\$ 14,500	\$ 8,550	69.6%
9,431	2,812	235.4%
\$3,918	\$3,532	10.9%
\$13,349	\$6,344	110.4%
\$30,100	\$24,150	24.6%
\$ -	\$ 187	-100.0%
\$ 2,700	\$ 1,950	38.5%
\$ 920	\$ 124	641.9%
\$8,524	\$4,570	86.5%
\$4,900	\$5,960	-17.8%
\$13,424	\$10,530	27.5%
\$8,700	\$7,350	18.4%
\$ -	\$ -	
\$ 17,700	\$ 17,700	0.0%
\$ 7,090	\$ 7,650	-7.3%
\$ 6,475	\$ 7,650	-15.4%
NA	NA	NA
\$ 30,990	\$ 33,017	-6.1%

INTERPRETIVE FACILITIES

TOTAL Attendance and Revenue	Monthly Attendance		YTD Attendance			Monthly Revenue		YTD Revenue		
	Current	Previous	Current	Previous	Change	Current	Previous	Current	Previous	Change
Lake St Clair	12,356	12,887	47,178	28,435	65.9%	\$ 1,481	\$ 1,208	\$ 5,026	\$ 3,314	51.7%
Wolcott Mill	5,147	2,515	10,398	9,328	11.5%	\$ 233	\$ 308	\$ 2,388	\$ 3,165	-24.5%
Wolcott Farm	19,701	9,982	29,931	16,240	84.3%	\$ 15,656	\$ 3,673	\$ 18,563	\$ 6,598	181.3%
Horse/Tractor Rides						\$ 2,343	\$ 57	\$ 2,456	\$ 57	4208.8%
Livestock/Produce						\$ 1,986	\$ 5,067	\$ 32,288	\$ 22,829	41.4%
Stony Creek	17,123	15,070	67,896	61,641	10.1%	\$ 1,249	\$ 766	\$ 9,658	\$ 12,035	-19.8%
Indian Springs	10,626	9,670	26,295	24,502	7.3%	\$ 4,537	\$ 3,053	\$ 12,265	\$ 8,866	38.3%
Kensington NC	32,525	22,760	102,461	76,562	33.8%	\$ 1,815	\$ 939	\$ 6,084	\$ 5,200	17.0%
Kensington Farm	52,204	53,201	100,415	92,173	8.9%	\$ 5,400	\$ 4,230	\$ 16,915	\$ 13,694	23.5%
Horse/Tractor Rides						\$ 2,439	\$ 2,766	\$ 6,659	\$ 7,892	-15.6%
Livestock/Produce						\$ 302	\$ 425	\$ 5,598	\$ 6,929	-19.2%
Mobile Center	2,813	2,110	9,766	9,654	1.2%	\$ 2,135	\$ 917	\$ 4,970	\$ 5,707	-12.9%
Hudson Mills	4,909	3,763	13,971	14,033	-0.4%	\$ 1,923	\$ 2,303	\$ 6,406	\$ 6,821	-6.1%
Oakwoods	12,968	11,409	44,374	39,396	12.6%	\$ 2,012	\$ 2,586	\$ 5,779	\$ 5,603	3.1%
Lake Erie	13,165	12,294	48,554	43,196	12.4%	\$ 1,028	\$ 800	\$ 2,510	\$ 2,318	8.3%
Totals	183,537	155,661	501,239	415,160	20.7%	\$ 44,538	\$ 29,098	\$ 137,565	\$ 111,028	23.9%

Breakdown of Attendance	ON-SITE Programs and Attendance				OFF-SITE Programs and Attendance				Other Visitors	
	Programs		Attendance		Programs		Attendance			
	Current	Previous	Current	Previous	Current	Previous	Current	Previous	Current	Previous
Lake St Clair	76	81	1,744	3,624	3	11	144	1,037	10,468	8,226
Wolcott Mill	42	16	2,595	961	6	0	257	-	2,295	1,554
Wolcott Farm	91	73	7,944	3,171	2	2	1,500	1,155	10,257	5,656
Stony Creek	46	32	2,006	1,861	0	0	-	-	15,117	13,209
Indian Springs	132	100	5,006	3,537	10	23	352	1,408	5,268	4,725
Kensington NC	94	52	2,764	1,499	12	8	353	227	29,408	21,034
Kensington Farm	298	298	10,200	10,158	0	0	-	-	42,004	43,043
Mobile Center	61	60	1,631	1,543	3	1	1,182	567	-	-
Hudson Mills	12	8	2,397	981	1	9	12	282	2,500	2,500
Oakwoods	61	72	1,950	1,521	2	16	142	649	10,876	9,239
Lake Erie	82	37	1,865	776	1	3	35	85	11,265	11,433
Totals	995	829	40,102	29,632	40	73	3,977	5,410	139,458	120,619

PARK	Winter Sports this Month		
	Current Year	Previous Year	Change
Lake St. Clair			
XC Skiers	0	0	0
Ice Skaters	0	0	0
Ice Fishermen	0	2,250	(2250.00)
Stony Creek			
XC Skiers	0	0	0
Ice Skaters	0	0	0
Sledders	0	0	0
Ice Fishermen	0	0	0
Indian Springs			
XC Skiers	0	22	(22.00)
Sledders	0	0	0
Kensington			
XC Skiers	0	40	(40.00)
Ice Skaters	0	0	0
Sledders	0	0	0
Ice Fishermen	0	29	(29.00)
Huron Meadows			
XC Skiers	0	50	(50.00)
Ice Fishermen	0	20	(20.00)
Hudson Mills			
XC Skiers	0	10	(10.00)
Lower Huron			
Ice Skaters	0	0	0
Willow			
XC Skiers	0	0	0
Ice Fishing	0	0	0
Sledders	919	2,919	(2000.00)
Lake Erie			
XC Skiers	0	0	0
Sledders	0	15	(15.00)
Fishing	514	217	+ 297

Winter Sports Y-T-D		
Current Year	Previous Year	Change
7	199	(192.00)
12	563	(551.00)
791	8,295	(7504.00)
570	5,800	(5230.00)
0	1,227	(1227.00)
1,130	5,605	(4475.00)
117	1,737	(1620.00)
33	519	(486.00)
0	0	0
202	2,222	(2020.00)
0	1,700	(1700.00)
2,556	14,120	(11564.00)
35	554	(519.00)
1,013	4,440	(3427.00)
0	0	0
160	2,955	(2795.00)
0	0	0
59	684	(625.00)
0	162	(162.00)
0	0	0
14	12	+ 2
0	0	0
0	80	(80.00)

2011-12 Winter Season To Date (Nov-Present)		
Current Year	Previous Year	Change
7	220	(213.00)
12	691	(679.00)
791	9,457	(8666.00)
570	7,090	(6520.00)
0	1,227	(1227.00)
1,130	6,865	(5735.00)
117	2,069	(1952.00)
40	547	(507.00)
75	229	(154.00)
202	2,908	(2706.00)
0	2,515	(2515.00)
2,556	19,152	(16596.00)
35	590	(555.00)
1,013	5,010	(3997.00)
0	47	(47.00)
160	3,220	(3060.00)
0	476	(476.00)
59	737	(678.00)
0	162	(162.00)
0	662	(662.00)
14	20	(6.00)
0	20	(20.00)
121	167	(46.00)