

AMENDED AGENDA
Huron-Clinton Metropolitan Authority
Board of Commission Meeting
February 13, 2014 – 10:30 a.m.
Administrative Office

1. Public Hearing – MNRTF Grant Applications
2. Chairman's Statement
3. Public Participation
4. Minutes – Jan. 9, 2013 Regular Meeting and Closed Session
5. Approval – Feb. 13, 2014 Agenda

Consent Agenda

6. **Approval – Feb. 13, 2014 Consent Agenda**
 - a. Vouchers – December 2013 and January 2014
(Rebecca Franchock, 810-494-6047)
 - b. Financial Statements – December 2013 and January 2014 (pg. 1)
(Rebecca Franchock, 810-494-6047)
 - c. Purchases (Maria van Rooijen, 810-494-6049)
 1. Surf Rake (Beach Cleaner), Lake St. Clair (pg. 7)
 - d. Bids – Boat Rental Pile Removal and Replacement, Kensington (pg. 9)
(Mike Brahm-Henkel, 810-494-6057)
 - e. Bids – Golf Course Irrigation Head Replacements Phase IV, Indian Springs/Lake Erie (pg. 11)
(Mike Brahm-Henkel, 810-494-6057)
 - f. Great Lakes Restoration Initiative Grant (pg. 13)
(Paul Muelle, 810-494-6052)
 - g. Approval – Pension Plan Trustee, Retiree Health Care Trust Administrator (pg. 15)
(John McCulloch, 810-494-6001)
 - h. Donations (pg. 17)
(John McCulloch, 810-494-6001)

Regular Agenda

7. Legislative Report (pg. 19)
(George Carr)
8. Update – Park Superintendents
9. **Reports**
 - A. *Stony Creek*
 1. Resolution – MNRTF Grant Application, Boat Launch Pier Replacement (pg. 21)
(Sue Nyquist, 810-494-6025)
 - B. *Hudson Mills*
 1. Resolution – MNRTF Grant Application, Land Acquisition (pg. 25)
(Sue Nyquist, 810-494-6025)

AMENDED AGENDA
Huron-Clinton Metropolitan Authority
Board of Commission Meeting
February 13, 2014 – 10:30 a.m.
Administrative Office
Page Two

9. Reports

C. Administrative Office

1. Approval – Kosch Catering Contract (pg. 29)
(John McCulloch, 810-494-6001)
2. Information Technology Department Restructuring (pg. 59)
(George Phifer, 810-494-6046)
3. Proposal – Metropark Logos
(Carol Stone, 810-494-6017)
4. Report - HEART Freshwater Center at Lake St. Clair Metropark

10. Director's Report

11. Other Business

12. Commissioners' Comments

13. Motion to Adjourn

A Pension Committee Meeting will take place *prior* to the Thursday, Feb. 13, 2014 Board meeting beginning at 9:00 a.m. at the Administrative Office with a Retiree Health Care Trust meeting immediately following.

The next regular Board of Commissioners meeting will be held Thursday, March 13, 2014 at 10:30 a.m. at the **Administrative Office**.



HURON-CLINTON METROPOLITAN AUTHORITY

6 - b
Meeting of February 13, 2014

To: Board of Commissioners
From: Rebecca L. Franchock, Controller
Subject: 2013 Year-End Financial Statement Report
Date: February 6, 2014

Action Requested: Motion to Approve

That the Board of Commissioners approve the December 31, 2013 Financial Statements as recommended by Controller Franchock.

The December 31, 2013 financial statements and voucher listing detailing the final year-end results from the Authority's General Fund 2013 Budget year are included in a separate attachment for review. This year-end financial review will provide the Board of Commissioners with a synopsis of how each major General Fund revenue and expenditure area finished 2013 and how it compares to 2013 amended budget levels. The 2013 activity of the Supplemental Major Maintenance Fund is also reported.

The 2013 Budget was developed to align with specific revenue and expenditure guidelines as outlined in the Five-Year Plan. 2013 funds were allocated to enable staff to deliver Metropark recreational services and facilities to our park visitors, as well as maintain and renovate Metropark infrastructure.

FUND BALANCE

At a high level, expenditures from all categories were under budget by \$9.2 million. On the revenue side, results exceeded budgeted targets by \$0.3 million. Considering the negative economic news in southeast Michigan and the uncooperative weather patterns in 2013, these results are very positive and will increase Fund Balance. Of this amount, \$5.1 million was anticipated and has been designated to fund capital and engineering expenditures in the 2014 budget leaving a net increase to Fund Balance of \$4.5 million. These results reflect the on-going effort of all Metroparks staff to do more with less and to be dynamic in providing the best recreational, educational opportunities while maintaining the environment.

REVENUES

As noted above, overall revenue results were positive in spite of several negative factors. This was mainly the result of interest, grants and donations exceeding budgeted levels by a total of \$0.5 million. Park Operating results fell short by \$0.3 million.

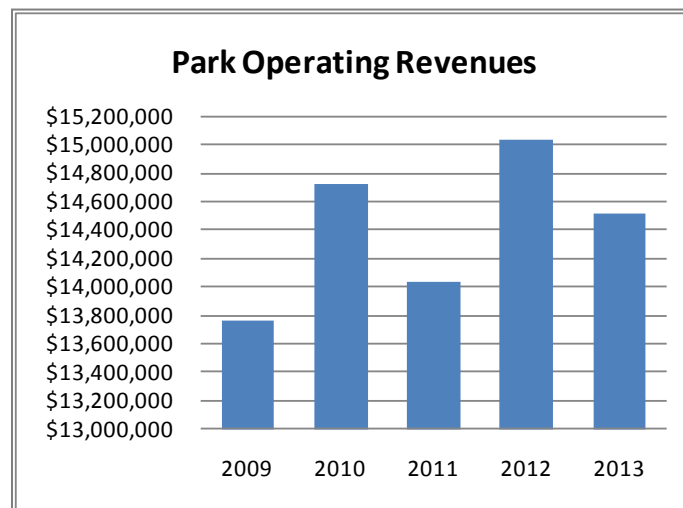
REVENUES	2013	%	2012	%	CHANGE FROM 2012	
					\$	%
Property Taxes	\$ 27,655,290	62%	\$ 28,384,628	63%	\$ (729,338)	-3%
Park Operating Revenue	\$ 14,519,869	32%	\$ 15,027,243	34%	\$ (507,374)	-3%
Interest income	\$ 198,136	0.5%	\$ 133,184	-	\$ 64,952	49%
Grants	\$ 2,074,988	4.6%	\$ 409,538	1%	\$ 1,665,450	407%
Donations(cash)	\$ 167,123	-	\$ 127,231	-	\$ 39,892	31%
Sale of Capital Assets	\$ 223,069	0.5%	\$ 204,213	0.5%	\$ 18,856	9%
Other Miscellaneous	\$ 27,567	-	\$ 513,164	1.5%	\$ (485,597)	-95%
TOTAL REVENUES	<u>\$ 44,866,042</u>	<u>100%</u>	<u>\$ 44,799,201</u>	<u>100%</u>	<u>\$ 66,841</u>	<u>0.1%</u>

PARK OPERATIONS

In Park Operations, the weather dependent nature of many revenue-generating activities was once again confirmed in 2013. Aquatic facilities revenue, totaling \$1.3 million, took the largest hit falling short of the \$1.6 million budget by \$0.3 million (20 percent). Kensington's Splash-n-Blast was down \$50,000, Lower Huron's Turtle Cove experienced a budget shortage of \$123,000 and Lake Erie's Great Wave missed its budget by \$100,000. Stony Creek's success with the self-operated inflatable slide was the sole bright spot in aquatics with an excess of revenue over budget of \$19,000. Aquatic facility revenue generated \$1.5 million in 2012.

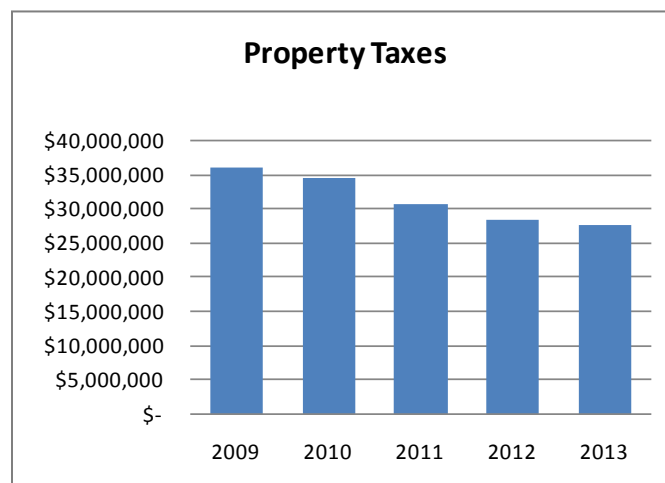
Golf revenue (\$4.3 million) ended the year below its budget target of \$4.4 million by \$106,000 (2 percent). While this is less than ideal, it is much better than earlier projections which anticipated a budget to revenue shortfall of \$300,000. The dynamic pricing, which the Board authorized in 2013, as well as a very strong fall season helped to offset the unfortunate spring weather. Golf revenue generated \$3.5 million in the nearly perfect weather conditions during 2012.

Tolling overall was slightly above budget, and like golf benefitted from positive fall weather. Earlier in the year, this area lagged behind last year's revenue by more than \$400,000. It continues to be the single largest source of operating revenue. Total tolling revenue for 2012 hit the \$5.7 million mark, again spurred by excellent weather.



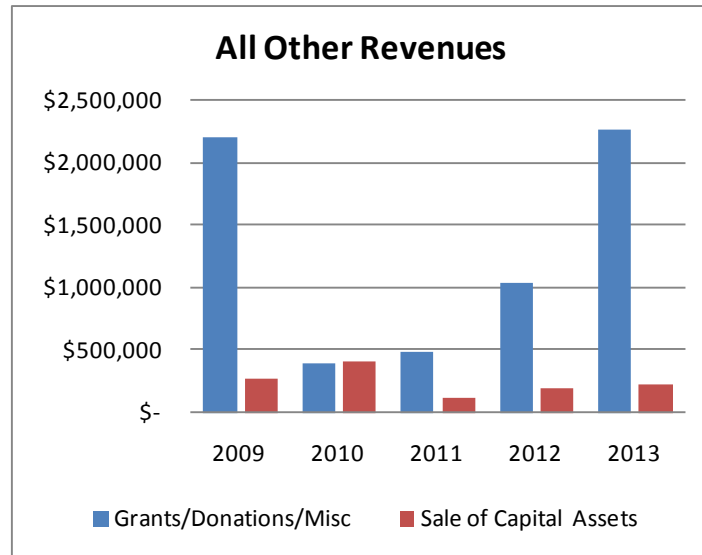
OTHER REVENUES

The property tax revenue budget is amended throughout the year, resulting in no variance from budget to actual. Although tax revenue in 2013 continued to be negatively impacted by property value declines and tax increment financing, dropping \$700,000 from the 2012 revenue level of \$28.4 million, it remains the largest source of revenue for the Metroparks accounting for \$27.7 million out of the \$44.6 million revenue budget. The actual amount collected was within 1 percent of the original \$27.9 million budget.

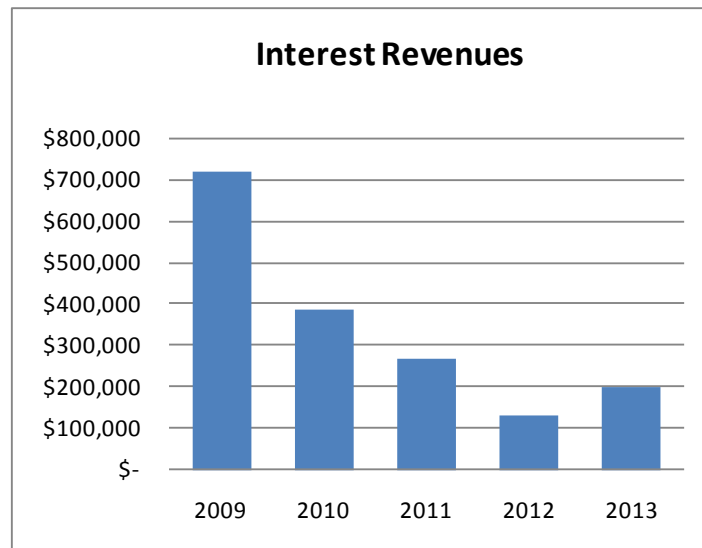


Grant revenue exceeded budget by nearly \$300,000. Accelerated completion of the Lake St. Clair Stormwater-Greenscape Project as well as additional funding from the Hudson Mills Dexter Connector Trail provided this timing surplus. Grant revenues for 2012 totaled \$400,000.

Donation revenue is generally not budgeted as many donations are earmarked toward unplanned expenditures. In 2013, more than \$170,000 in donations was received throughout the Metroparks. This amount is \$40,000 higher than 2012.



Interest revenue exceeded budget by nearly \$100,000 and reflected nearly a 50 percent increase over the amount earned in 2012. This was the result of an increase in the allocation of funds invested in U.S. Treasuries at slightly better rates over the investments in Business Money Market during 2012.



EXPENDITURES

Overall, 2013 expenditures totaled \$43.2 million compared to a \$52.4 million budget, under budget by \$9.2 million (18 percent). This is primarily the result of multiple year capital budget projects. Nearly \$6 million of the \$12.5 million capital budget was not expended in 2013 and \$5.1 million of this was expected to roll forward to fund 2014 capital expenditures. Another \$1 million of major maintenance projects were not completed as the Engineering department worked through the transition to an Asset Manager and Park Operations were under budget by \$1.2 million as park staff worked to reduce expenditures especially in areas where revenues were negatively impacted by weather. All expenditure areas ended the year within 2013 Budget parameters.

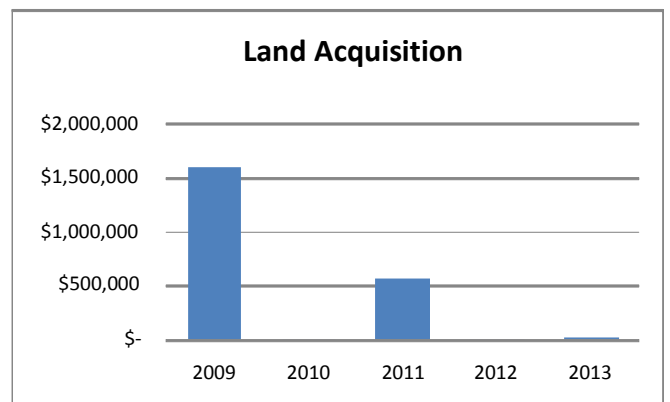
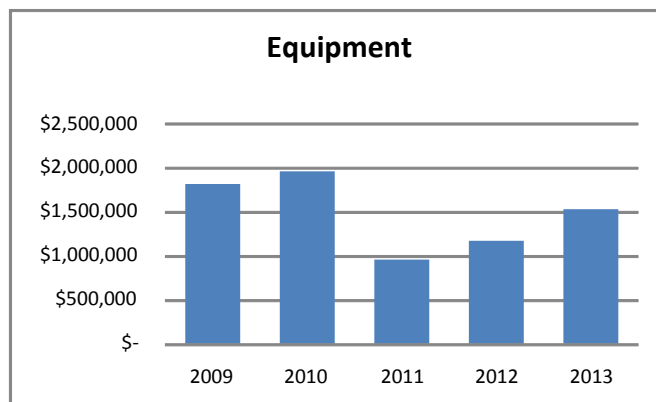
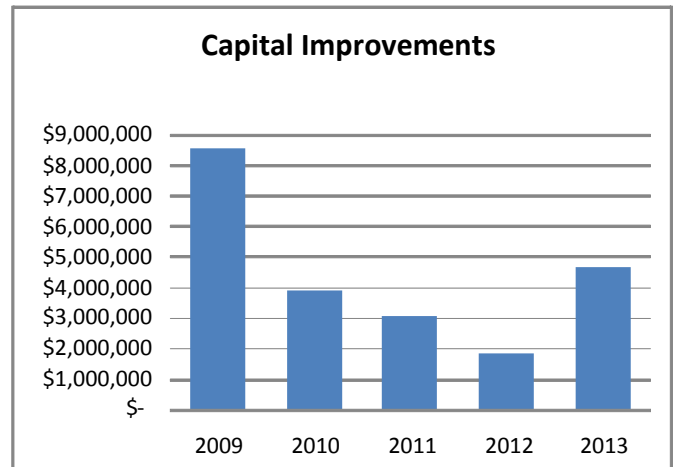
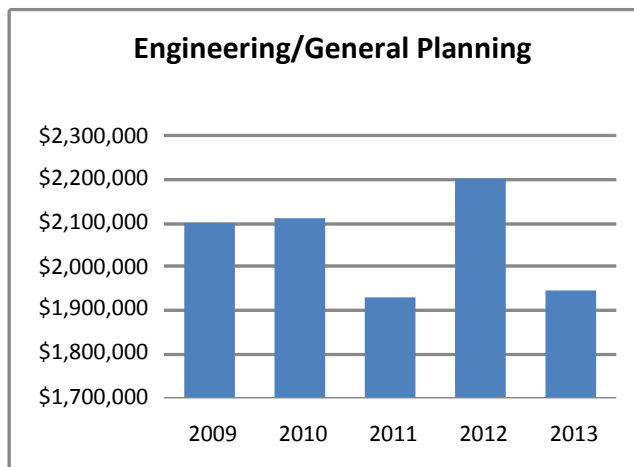
EXPENDITURES	2013	%	2012	%	CHANGE FROM 2012	
					\$	%
Engineering/General Planning	\$ 1,946,975	5%	\$ 2,200,302	5%	\$ (253,327)	-12%
Capital Improvements	\$ 4,683,393	11%	\$ 1,870,003	4%	\$ 2,813,390	150%
Equipment	\$ 1,531,933	4%	\$ 1,170,103	3%	\$ 361,830	31%
Land Acquisition	\$ 28,820	-	\$ 2,350	-	\$ 26,470	1126%
TOTAL CAPITAL	\$ 8,191,121	19%	\$ 5,242,758	12%	\$ 2,948,363	56%
Major Maintenance	\$ 704,327	2%	\$ 1,552,322	4%	\$ (847,995)	-55%
Administrative Office	\$ 5,428,712	13%	\$ 5,960,109	14%	\$ (531,397)	-9%
Park Operations	\$ 28,830,043	67%	\$ 29,706,684	70%	\$ (876,641)	-3%
TOTAL OPERATIONS	\$ 34,963,082	81%	\$ 37,219,115	88%	\$ (2,256,033)	-6%
TOTAL EXPENDITURES	\$ 43,154,203	100%	\$ 42,461,873	100%	\$ 692,330	2%

CAPITAL EXPENDITURES

Authority investments into capital areas renovated and improved the Metropark system as follows:

- \$1.9 million for planning and engineering;
- \$4.7 million for 33 capital improvement projects;
- \$1.5 million for new equipment;
- \$0.03 million for land acquisition.

These capital expenditures total \$6.6 million and accounted for 19 percent of total 2013 expenditures. 2012 expenditures for general engineering/planning and capital items totaled \$5.2 million. The main reason for the increase in 2013 is related to the resources dedicated to the Stormwater-Greenscape project at Lake St. Clair which consumed \$3.2 million dollars of resources. Although it should be noted, that it also generated \$1.5 million in grant revenue.

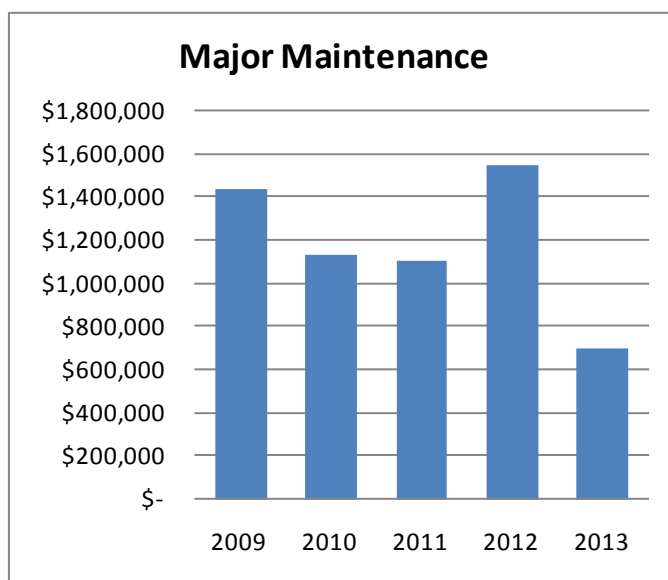


MAJOR MAINTENANCE EXPENDITURES

There were 24 major maintenance projects that rehabilitated existing Metropark facilities at a cost of \$0.7 million, \$1.3 million less than the planned major maintenance budget of \$2.1 million.

- \$90,000 general;
- \$56,000 four golf projects;
- \$184,000 six pool repairs;
- \$147,000 one food bar renovation;
- \$227,000 13 miscellaneous repairs/renovations.

These items accounted for 2 percent of total 2013 expenditures. In 2012, major maintenance expenditures totaled \$1.6 million.



OPERATION EXPENDITURES

The 2013 direct cost of operating Metropark facilities, programs and services for the more than 8 million visitors totaled \$28.8 million. This amount is \$1.2 million under the planned budget of \$30 million. Four sub-departments account for nearly half of this amount.

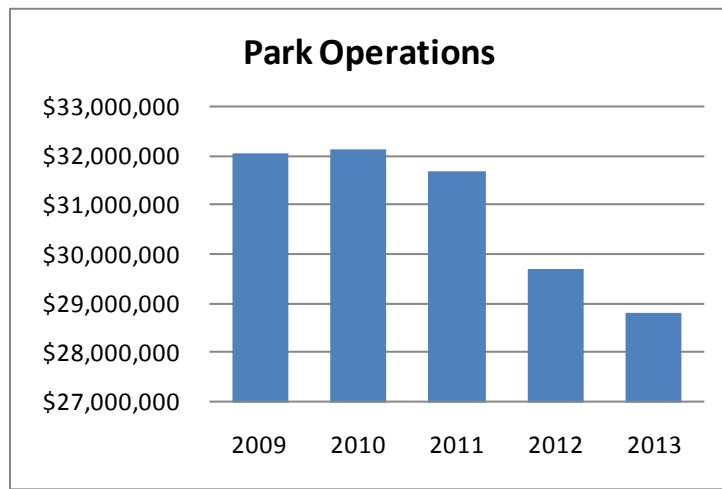
- \$169,000 golf maintenance and operations;
- \$160,000 park administrations;
- \$129,000 equipment maintenance;
- \$104,000 building maintenance.

These four categories, combined across all districts, were under budget by nearly \$600,000.

Examined differently, four of the parks produced more than half of the budget underage:

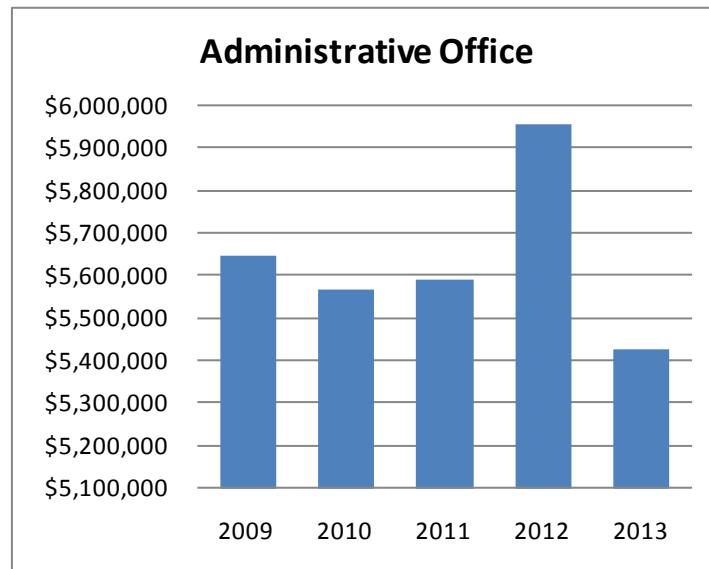
- \$172,000 Stony Creek Metropark;
- \$171,000 Willow Metropark;
- \$167,000 Kensington Metropark;
- \$166,000 Hudson Mills Metropark.

These four parks combined to produce a budget surplus of nearly \$700,000. These results reflect the efforts of park staff to make cuts whenever possible in a fiscally responsible manner. Resulting reductions in levels of service have been strategic to avoid affecting the public as much as possible.



ADMINISTRATIVE OFFICE EXPENDITURES

Administrative Office outlays ran \$5.4 million against a budget of \$6.0 million, coming in under budget by \$0.4 million (10.0 percent). This underage primarily relates to better than expected results in the actuarial valuation of the Retiree Health Care Plan.



SUPPLEMENTAL MAJOR MAINTENANCE FUND

Oil and gas revenue and interest on accumulated funds are the two sources of revenue for this fund. In 2013, both sources fell to approximately half of the 2012 level. Oil and gas fell from \$600,000 to \$300,000 and interest dropped from \$30,000 to just under \$20,000.

Expenditure level for 2013 dropped even more dramatically. Expenditures for 2012 totaled nearly \$2 million. In 2013, just under \$200,000 was expended on projects at Kensington and Stony Creek.

The fund has assets of \$5.4 million remaining as of the end of 2013.

Rehmann Robson will audit these figures beginning in March. The attached graphs and narratives provide additional analysis of 2013 revenues and expenditures in comparison to prior years.

Separate Attachment: December 31, 2013 Financial Statements



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Maria vanRooijen, Purchasing Agent
 Project No: GS-30F-0038V
 Project Title: Surf Rake, Beach Cleaner
 Location: Lake St Clair Metropark, Macomb County
 Date: Feb. 6, 2014

Action Requested: Motion to Approve

That the Board of Commissioners award to the low responsive, responsible bidder, H. Barber & Sons, Inc. in the amount of \$39,366.30 as per Federal Contract GS-30F-0038V as recommended by Maria van Rooijen, Purchasing Agent and staff.

Scope of Work: Furnish and deliver a 2014-model 400HD Barber “Surf Rake” beach cleaner with power moldboard, finisher attachment and caster assembly attachments per Federal contract GS-30F-0038V.

This tractor-drawn beach cleaner uses a system of conveyor-mounted spring tines to rake seaweed and other debris from shoreline areas. It can also rake trash and debris from sand and grassy areas. This proprietary product is recommended based on past Metropark experience with Barber, recent product evaluations, and Federal contract availability. It has proven efficiency, an excellent maintenance record and is best suited for Metropark beach and turf conditions.

Background: In 2007, Metroparks staff purchased the Cherrington Model 5000 Beach Cleaner for \$82,000 which is a self-propelled unit. The current recommended unit is pulled by a tractor. Since purchasing the Cherrington unit, Metroparks has spent an average of \$7,400 a year in extensive repairs to the motor and weed picker.

<u>Vendor</u>	<u>City</u>	<u>Amount</u>
H. Barber & Sons, Inc.	Naugatuck, CT	\$39,366.30



HURON-CLINTON METROPOLITAN AUTHORITY

6 - d
Meeting of February 13, 2014

To: Board of Commissioners
From: Mike Brahm-Henkel, Manager of Assets and Development
Project No: 704-14W
Project Title: Boat Rental Pile Removal and Replacement
Project Type: Major Maintenance
Location: Kensington Metropark, Oakland County
Date: February 6, 2014

Bids Received: December 20, 2013

Action Requested: Motion to Approve

That the Board of Commissioners award Contract No. 704-14W to the low responsive, responsible bidder, Dean Marine and Excavating in the amount of \$35,160.45 as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff, and that funding for this project be transferred from Fund Balance as this project was funded in 2013 but was not started by year end.

Background: Work includes the installation and replacement of 450 lineal-feet of 12-inch wood piling and the removal of 14 piles at the Boat Rental and one pile at Mitten Bay. The existing piles have deteriorated, some are no longer securely imbedded and others have shifted which have impeded boaters from accessing rental slips. The existing piles were replaced 19 years ago.

<u>Contractor</u>	<u>City</u>	<u>Total Amount</u>
Dean Marine and Excavating	Mt. Clemens	\$35,160.45
E.T. Mackenzie Company	Grand Ledge	\$55,245.00
Z Contractors, Inc.	Shelby Twp.	\$97,500.00
2013 Estimated Amount for Contract Services and Administration		\$26,000.00
Work Order Amount		
Contract Amount – Dean Marine and Excavating		\$35,160.45
Contract Administration		\$ 2,000.00
Total Proposed Work Order Amount		<u>\$37,200.00</u>

Note: This project was directly solicited to contractors for their quotes.



HURON-CLINTON METROPOLITAN AUTHORITY

6 - e
Meeting of February 13, 2014

To: Board of Commissioners
From: Mike Brahm-Henkel, Manager of Assets and Development
Project No: 700-14T
Project Title: Golf Course Irrigation Head Replacements Phase IV
Project Type: Major Maintenance
Location: Lake Erie and Indian Springs Metroparks
Date: February 6, 2014

Bids Opened: January 21, 2014 at 2:00 p.m.

Action Requested: Motion to Approve

That the Board of Commissioners award Contract No. 700-14T to the low responsive, responsible bidder, Marc Dutton Irrigation, Inc., in the amount of \$36,795.00 as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.

Background: Work includes the continuation of the removal and replacement of obsolete golf course irrigation heads at Lake Erie (59 heads) and Indian Springs Metroparks (86 heads). This is the final phase for Lake Erie and Indian Springs will require another phase next year. The previous cost of phase III was \$39,155.00.

Fiscal Impact: Under budget in the amount of \$9,205.00.

<u>Contractor</u>	<u>City</u>	<u>Lake Erie</u>	<u>Indian Springs</u>	<u>Total Amount</u>
Marc Dutton Irrigation, Inc.	Waterford	\$ 13,605.00	\$ 23,190.00	\$36,795.00
MI Automatic Sprinkler, Inc.	Commerce	\$ 15,128.00	\$ 25,576.00	\$40,704.00
Thielen Turf Irrigation, Inc.	Mt. Pleasant	\$ 14,674.00	\$ 26,180.00	\$40,854.00
American Sprinkler & Landscape, Inc.	Livonia	\$ 15,815.00	\$ 28,006.00	\$43,821.00
Progressive Irrigation, Inc.	White Lake	\$ 20,862.15	\$ 28,009.24	\$48,871.39

Budget Amount for Contract Services and Administration	\$48,000.00
Work Order Amount	
Contract Amount – Marc Dutton Irrigation (Rounded)	\$36,795.00
Contract Administration	\$ 2,000.00
Total Proposed Work Order Amount	\$38,795.00

This project was reported and publicly advertised in the following construction reporting outlets: Construction Association of Michigan, Reed Construction Data, Construction News Corporation, Reprographics One DFS Plan Room, Construction News Service, HCMA website, Builders Exchange of Michigan, McGraw Hill Dodge, Builders Exchange of Lansing and Central Michigan.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Paul Muelle, Natural Resources and Environmental Compliance Manager
Subject: Great Lakes Restoration Initiative Grant
Date: February 6, 2014

Action Requested: Motion to Approve

That the Board of Commissioners direct staff to apply for the Great Lakes Restoration Initiative grant as recommended by Natural Resources and Environmental Compliance Manager Paul Muelle and staff

Background: Congress has once again provided funding for the Great Lakes Restoration Initiative, which provides grant opportunities for habitat improvement projects in our region. Staff is requesting approval to submit a grant application for additional habitat restoration work in the Black Creek Marsh at Lake St. Clair Metropark.

The proposed project seeks to restore hydrology of the Black Creek Marsh coastal wetland, control invasive *Phragmites*, monitor vegetation and animal usage of the marsh, and increase recreational opportunities within Lake St. Clair Metropark and Lake St. Clair.

Staff anticipates requesting approximately \$1,380,000 in federal funding. While a non-federal match is not required for the grant, some level of match commitment is suggested and staff is exploring match options.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: John P. McCulloch, Director
Subject: Pension Trustee and Retiree Health Care Trust Plan Administrator
Date: February 6, 2014

Action Requested: Motion to Approve

That the Board of Commissioners formally appoint Controller Franchock as Pension Trustee and Retiree Health Care Trust Plan Administrator as recommended by Director McCulloch and staff.

Background: The Pension Committee and RHCT Board of Trustees appointed Rebecca Franchock as Interim Pension Plan Trustee at its July 11, 2013 special meeting. Ms. Franchock has since then been appointed Controller and therefore, it is necessary for the Board of Commissioners to formally appoint Ms. Franchock as the permanent Pension Plan Trustee and RHCT Plan Administrator.



HURON-CLINTON METROPOLITAN AUTHORITY

6 - h
Meeting of February 13, 2014

To: Board of Commissioners
From: John P. McCulloch, Director
Subject: Donations
Date: February 6, 2014

Action Requested: Motion to Approve

That the Board of Commissioners approve the donations and a letter of appreciation be sent to the donors as recommended by Director McCulloch and staff.

The Metroparks received the following donations through Jan. 31, 2013:

1. The Thomas Welsh Foundation made a \$3,670 cash donation to replace the Stony Creek Golf Course sign with a sign that says "Stony Creek Metropark Gary C. Bartsch Golf Course."
2. The Ann Arbor Community Foundation made a \$750 cash donation for landscaping at the East Delhi Bridge area at Delhi Metropark.
3. Employees at Excelda Manufacturing made a \$430 cash donation for the Daddy Daughter Dance at the Farm Center at Kensington Metropark.
4. Grace Stanczak with Mercy Street Detroit made a \$300 cash donation to purchase a bench as a children's memorial for placement at Kensington Metropark along the hike-bike trail.
5. Irene Fedorka made a \$300 cash donation for a memorial bench honoring George Fedorka for placement at the golf course at Kensington Metropark.

GEORGE M. CARR, P.C.

ATTORNEY AND COUNSELOR

327 SEYMOUR
LANSING, MICHIGAN 48933

(517) 371-2577
Fax (517) 482-8866
gmcarr@carriawfirm.com

Mr. John E. LaBelle, Chairman
Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
Brighton, Michigan 48114-9058

January 5, 2014

Dear Chairman La Belle:

This morning the Governor delivered his 2014-15 State Budget to a joint meeting of the Appropriations Committees. Included in the proposal is an anticipated increase in state revenues of about \$971 million. After six continuous years of budget cutting the Legislature is not short of ideas on how to spend the new funds with every seat up for election this November. While the gross revenue increase is nearly \$1 billion, the non-restricted total available for discretionary spending is closer to 1/3 that amount.

The Governor wasted little time in targeting over \$100 million for tax relief targeted at low and middle income households. As outlined in his budget message, the relief would come through a retroactive expansion of the Michigan Homestead Property Tax Credit. More households would qualify and the amount of the credit would increase thereby increasing the credit by about \$900 to some households. If adopted, checks could be in the mail by early fall of this year.

The Legislature has a much different approach to tax relief for the projected surplus revenues. Republicans have initiated an across the board reduction in the State Income Tax from the current 4.25% to 3.9%. Democrats in both chambers favor repeal of pension income tax and full reinstatement of the Earned Income Tax Credit.

On the program side, nearly everyone has an idea on how to spend the remaining surplus. April 1, 2014 will mark the beginning of Medicaid expansion in Michigan as adopted last year by the Legislature. All told, the budget process will be even more intense this year as the Legislature works to wrap up session by mid-June for the summer campaign season.

We will be reviewing the various budget proposals for potential funding options for the Authority. Many of the Appropriations Sub-committees have given notice they will begin hearings as early as next week.

Respectfully submitted,



George M. Carr



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Susan H. Nyquist, Chief Planner
Subject: Resolution – MNRTF Grant Application, Boat Launch Pier Replacement
Location: Stony Creek Metropark, Macomb County
Date: February 6, 2014

Action Requested: Motion to Approve Resolution

That the Board of Commissioners approve the MNRTF Grant Application Resolution for boat launch pier replacement at Stony Creek Metropark as recommended by Chief Planner Nyquist and staff.

Background: The Michigan Natural Resources Trust Fund (Trust Fund) awards grants for land acquisition and development projects that will provide for the recreation needs of residents throughout the state of Michigan. The Metroparks Five-Year Community Recreation Plan, approved by the Board in February 2013, identifies replacement of aging facilities as a priority. The reconstruction of the boat launch piers at Stony Creek Metropark is one such project.

With Board approval, the Metroparks will apply for a Trust Fund grant to replace the aging piers and construct a universally accessible canoe/kayak launch. This is phase one of a multiple phased project to make improvements to this popular launch facility. Future work will include replacement of the restroom building, relocation of the boat storage area and related landscaping and incidental improvements. The cost of the project is estimated to be \$280,000. The local match will be \$230,000 and represents seventy five percent (82 percent) of the project cost.

In order to apply to the Trust Fund, the application must be accompanied by a Resolution from the Board of Commissioners stating that the project will be undertaken if a Grant is awarded.



RESOLUTION

WHEREAS, the Department of Natural Resources of the State of Michigan is accepting applications for Michigan Natural Resources Trust Fund Grants, and one of the requirements of the application is to furnish a resolution from the governing body applying that the project applied for will be undertaken if a grant is awarded; and

WHEREAS, the Huron-Clinton Metropolitan Authority desires to apply to the Michigan Department of Natural Resources for a Michigan Natural Resources Trust Fund grant to assist in the reconstruction of boat launch piers at Stony Creek Metropark, Michigan; and

WHEREAS, the proposed acquisition is in accordance with the Five-Year-Plan adopted by the Board of Commissioners of the Huron-Clinton Metropolitan Authority at their regular meeting Thursday, February 13, 2013;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HURON-CLINTON METROPOLITAN AUTHORITY:

1. That an application be made to the Michigan Department of Natural Resources for a Michigan Natural Resources Trust Fund grant to assist in the redevelopment of Boat Launch Piers at Stony Creek Metropark, Washington Township, Michigan.
2. That if this grant is awarded, the Board of Commissioners of the Huron-Clinton Metropolitan Authority will appropriate \$280,000.00, which is the current estimated cost of project and of which \$230,000 (82 percent) will be local cost share, or such other amount as may be necessary in the Budget of the Authority for the implementation of the project.

AYES: _____
NAYES: _____
ABSENT: _____

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority, on Thursday, February 13, 2014.

Joseph W. Colaianne
Corporation Counsel



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Susan H. Nyquist, Chief Planner
Subject: Resolution – MNRTF Grant Application, Land Acquisition
Location: Hudson Mills Metropark, Washtenaw County
Date: February 6, 2014

Action Requested: Motion to Approve Resolution

That the Board of Commissioners approve the MNRTF Grant Application Resolution for land acquisition at Hudson Mills Metropark as recommended by Chief Planner Susan Nyquist and staff.

Background: The Michigan Natural Resources Trust Fund (Trust Fund) awards grants for land acquisition and development projects that will provide for the recreation needs of residents throughout the state of Michigan. The Metroparks Five-Year-Community Recreation Plan, approved by the Board in 2013, identifies the acquisition of lands within or near our park boundaries as important to the future of recreation and protection of unique natural resources in southeast Michigan. With Board approval, the Metroparks will apply for a Trust Fund grant for the purchase of property adjacent to Hudson Mills Metropark.

The Metroparks have been in discussions with the owner of vacant property on the Huron River and which is surrounded by Metropark property. The property acquisition consists of a 1.12 acre parcel with frontage on Dexter-Pinckney Road. In the spirit of cooperation with Washtenaw County Parks and Recreation Commission, and in support of their goals to construct a 35-mile paved, non-motorized trail across the county from the northwest border to the eastern border of the county, Metroparks is interested in the acquisition. The acquisition of the subject parcel will fill a gap in ownership by the Metroparks. In addition, if owned by the Metroparks, the trail could traverse it.

Metroparks has received a Broker Price opinion (BPO) which estimates the value of the property to be approximately \$150,000; \$75,000 (50 percent) of which would be a local cost share.

In order to apply to the Trust Fund, the application must be accompanied by a Resolution from the Board of Commissioners stating that the project will be undertaken if a Grant is awarded.



RESOLUTION

WHEREAS, the Department of Natural Resources of the State of Michigan is accepting applications for Michigan Natural Resources Trust Fund Grants, and one of the requirements of the application is to furnish a resolution from the governing body applying that the project applied for will be undertaken if a grant is awarded; and

WHEREAS, the Huron-Clinton Metropolitan Authority desires to apply to the Michigan Department of Natural Resources for a Michigan Natural Resources Trust Fund grant to assist in the acquisition of a 1.12 acre parcel of land in Dexter Township, Michigan; and

WHEREAS, the proposed acquisition is in accordance with the Five Year Plan adopted by the Board of Commissioners of the Huron-Clinton Metropolitan Authority at their regular meeting Thursday, February 13, 2013;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HURON-CLINTON METROPOLITAN AUTHORITY:

1. That an application be made to the Michigan Department of Natural Resources for a Michigan Natural Resources Trust Fund grant to assist in the acquisition of property adjacent to Hudson Mills Metropark, Dexter Township, Michigan.
2. That if this grant is awarded, the Board of Commissioners of the Huron-Clinton Metropolitan Authority will appropriate \$150,000.00, which is the current estimated cost of project and of which \$75,000 (50 percent) will be local cost share, or such other amount as may be necessary in the Budget of the Authority for the implementation of the project.

AYES: _____
NAYES: _____
ABSENT: _____

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority, on Thursday, February 13, 2014.

Joseph W. Colaianne
Corporation Counsel



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: John P. McCulloch, Director
 Project No: RFP-09-003
 Project Title: Metroparks Food and Beverage Service Contract – Kosch Hospitality, LLC
 Date: February 6, 2014

Action Requested: Motion to Approve Metroparks Food and Beverage Service Contract with Kosch Hospitality, LLC.

That the Board of Commissioners approve the re-negotiated food and beverage service contract with Kosch Hospitality, LLC as recommended by Director McCulloch and staff.

Background: Currently, Kosch Hospitality, LLC (“Kosch”) provides catering and concession services under two separate contracts with HCMA: RFP-12-003 - Lake St. Clair Metropark Food and Beverage Service Contract; and RFP-09-003 non-Lake St. Clair Metropark Food and Beverage Service Contract. In an effort to improve services to the public, to address certain contractual issues under the existing contracts, and provide increase opportunity for HCMA and Kosch, the Parties agreed to renegotiate and consolidate the existing contracts.

Following, is an outline of the key changes in Kosch’s scope of services and compensation to HCMA.

	Current Contracts	New Contract
Contract Term	LSC 2012-17; Non-LSC 2012-2015	2014-2017
Compensation Methodology	Combination of flat rate, varying percentages on vending and alcohol sales, catering, and a calculation of net profit)	15% of the Gross Receipts of Services for Events at Facilities, except for (a) Special Events and (b) concessions services at certain specific Facilities. For Special Events, the Food and Beverage Fee will be negotiated under a separate agreement. For concessions services at certain Facilities, the Food and Beverage Fee means five percent (5%) of the Gross Receipts.
Compensation	2010 - \$63,000 2011 - \$82,000 2012 - \$108,000 2013 est.\$160,000 2014 est \$180,000	2013 - \$213,000
Locations	LSC; Stony Creek; Indian Springs; Huron Meadows; and Kensington Metroparks. Golf Courses included.	Lake St. Clair; Stony Creek; Indian Springs; Kensington; Lower Huron; Willow; Oakwoods; and Lake Erie. Golf Courses are not included.

Other		HCMA assumes vending concessions (approx. \$20,000-\$25,000/year revenue); HCMA keeps LSC Equipment, plus Kosch to pay HCMA \$36,000; and "Special Events" (e.g. Boat Shows, Concerts) defined and not part of Kosch exclusivity.
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Based on the foregoing, it is the recommendation of the Director that the proposed Food and Beverage Service Contract with be approved.

Attachment: Proposed, revised and renegotiated Food and Beverage Service Contract with Kosch Hospitality, LLC.

HURON-CLINTON METROPOLITAN AUTHORITY

PROFESSIONAL SERVICES CONTRACT

Metroparks Food and Beverage Service Contract

CONTRACT EXPIRATION DATE: December 31, 2017

This "Contract" made this 1st day of January, 2014 between the Huron-Clinton Metropolitan, a Michigan public body corporate, whose address is 13000 High Ridge Drive, Brighton, Michigan 48114, and the "Contractor" as further described in the following Table. In this Contract, either Contractor or HCMA (as defined herein) may also be referred to individually as "Party" or collectively, as "Parties".

HURON-CLINTON METROPOLITAN AUTHORITY 13000 High Ridge Drive Brighton, MI 48114 Tel: (810) 227-2757 Fax: (810) 227-7512 (herein, "HCMA")	KOSCH HOSPITALITY, LLC 324 East Street Rochester, MI 48307 Tel: (248) 608-0690 Fax: (248) 608-0695 Tax Identification No. 27-1622414 (herein the "Contractor")
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INTRODUCTION

A. The HCMA owns and operates the following facilities, which are further described and depicted herein:

- Lake St. Clair Metropark
- Stony Creek Metropark
- Indian Springs Metropark
- Kensington Metropark
- Lower Huron Metropark
- Willow Metropark
- Oakwoods Metropark
- Lake Erie Metropark

- B. All of the foregoing facilities have various food and beverage operations designed for use by the general public and designed to provide a means of recreation.
- C. Subject to the terms and conditions set forth herein, HCMA desires to license certain facilities to the Contractor and grant to the Contractor an exclusive right to provide food and beverage services at the facilities identified herein.

This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

- SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS
- SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION
- SECTION 3. SCOPE OF CONTRACTOR'S SERVICES
- SECTION 4. USE OF HCMA FACILITIES AND PROPERTY
- SECTION 5. PAYMENT OBLIGATIONS
- SECTION 6. CONTRACTOR'S ASSURANCES AND WARRANTIES
- SECTION 7. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION
- SECTION 8. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

§1. CONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1. "Services" means food and beverage (alcoholic and non-alcoholic) services, catering services, concessions and other services or products provided by Contractor or Contractor Employees at the Facilities, for Events and Special Events held at the Facilities, including but not limited to the purchase, preparation, transportation, and service of food and beverages (alcoholic and non-alcoholic); clean-up after Events; rental of linens, tableware, glassware, paper ware, decorations, tables, chairs, special equipment and inflatable's;; coat-check services; and operation of mobile food and beverage carts or stands. The Scope of Contractor's Services & Event Responsibilities are set forth in Exhibit II. It is understood that Contractor shall not have exclusive right to sell non-food and beverage items, and must received HCMA's written authorization to sell non-food and beverage items. By way of example, the selling and marketing of glow sticks.
- 1.2. "Food and Beverage Fee" means fifteen percent (15%) of the Gross Receipts, defined herein of the Services provided by Contractor and Contractor Employees at the Facilities, including Events, except for (a) Special Events and (b) concessions services at certain specific Facilities as further detailed in Exhibits II and III. For Special Events, the Food and Beverage Fee will be negotiated under a separate agreement. For concessions services at the Facilities detailed in Exhibits II and III, the Food and Beverage Fee means five percent (5%) of the Gross Receipts.
- 1.3. "Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors,

independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

- 1.4. "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which arise or related to the Services provided by Contractor and are imposed on, incurred by, or asserted against the HCMA, or for which the HCMA may become legally and/or contractually obligated to pay or defend.
- 1.5. "Contract Documents" This Contract includes and fully incorporates herein all of the following documents:
 - 1.5.1. Exhibit I: Contractor Insurance Requirements.
 - 1.5.2. Exhibit II: Scope of Contractor's Services & Parties' Responsibilities
 - 1.5.3. Exhibit III: Description of Facilities
 - 1.5.4. Exhibit IV: Lake St. Clair Metropark Equipment.
- 1.6. "HCMA" means the Huron-Clinton Metropolitan Authority, a Michigan public body corporate, its departments, divisions, authorities, boards, committees, and "HCMA Agent" as defined below.
- 1.7. "HCMA Agent" means all appointed officials, directors, board members, commissioners, employees, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "HCMA Agent" shall also include any person who was a "HCMA Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- 1.8. "Day" means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.
- 1.9. "Event" means a function, gathering, meeting, party, wedding, or other assembly of persons or entities at the Facilities for which persons or entities use of park space or reserved park space through HCMA and Contractor. However, Event does not include "golf outings" or Special Events as defined herein.
- 1.10. "Facilities" means the Metropark locations, including buildings and the parking lots for the buildings, which are described and depicted in Exhibit III.
- 1.11. "Gross Receipts" means the dollar aggregate of the selling price and all other fees for the Services, excluding gratuity (i.e. service charge fees paid by customers of Contractor to the Contractor) and taxes, whether made by cash, check, credit card, credit account, exchange, coupon redemption, or other value.
- 1.12. "Intellectual Property" means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright or patent, trade secrets.

- 1.13. "HCMA Board of Commissioners" means the HCMA commission established in accordance with Michigan Public Act 147 of the Michigan Public Acts of 1939, as amended, Michigan Compiled Laws 119.51 et seq.
- 1.14. "Property" means the real property and personal property owned by the HCMA which is listed, described, and depicted in Exhibits III and IV.
- 1.15. "Special Event" means an event that is sponsored, coordinated or otherwise organized by HCMA, a governmental agency, or non-profit entity or organization, and is distinguished from an Event as defined herein. A Special Event includes events that are held at Metropark locations and which may be attended by the general public, and includes but not limited to: Car Shows, Firework Displays, Concerts, Auctions, Disc Golf Tournaments, or track meets; and/or non-profit events where food and beverage services are organized and provided by a non-profit entity where the proceeds from the sale of food and beverages are a source of the non-profit entity's fundraising efforts.

2. CONTRACT EFFECTIVE DATE AND TERMINATION

- 2.1. The effective date of this Contract shall be as stated on the first page of this Contract, and unless otherwise terminated or canceled as provided herein, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. At the expiration of the Contract unless otherwise extended, the Contract shall be bid through HCMA's Purchasing Division, according to its policies and procedures. Notwithstanding the above, under no circumstances shall this Contract be effective until and unless:
 - 2.1.1. This Contract is signed by a Contractor Employee, legally authorized to bind the Contractor.
 - 2.1.2. Any and all Contractor Certificates of Insurance and any other conditions precedent to the Contract have been submitted and accepted by the HCMA.
 - 2.1.3. This Contract is signed by an authorized agent of the HCMA, as provided for on the signature page of this Contract, who shall be the final signatory to this Contract.
- 2.2. Termination. If the Contractor defaults in any of the material terms or provisions of this Contract or if Contractor's Services are unsatisfactory in the reasonable opinion of HCMA, HCMA may terminate and/or cancel this Contract (or any part thereof) at any time during the term without incurring obligation, claims for damages, loss or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice. Unless otherwise provided in this contract, in the event that Contractor is in default, violation of, or in breach of any term of this contract, HCMA will provide Contractor written notification of said default, violation, or breach, and Contractor shall have fourteen (14) days to cure such default, violation or breach of contract to the satisfaction of HCMA. If such default, violation or breach of contract is not cured within fourteen (14) days, HCMA may terminate or cancel this contract.
- 2.3. In the event that HCMA is in default, violation of, or in breach of any material term of this Contract, Contractor will provide HCMA written notification of said default, violation or breach, and HCMA shall have sixty (60) days to cure such default, violation or breach to the satisfaction of Contractor. The effective date of termination and/or cancellation and the

specific alleged default shall be clearly stated in the written notice. If such default, violation or breach of contract is not cured within sixty (60) days, Contractor may terminate or cancel this Contract.

- 2.4. In the event of termination and/or cancellation by either Party for any reason, Contractor shall pay the HCMA all fees as set forth herein until the effective date of termination.
- 2.5. Upon termination, cancellation and/or expiration of this Contract, Contractor's use of HCMA Property shall cease as of the effective date of termination cancellation and/or expiration, this shall include at the sole option of HCMA, cancellation of all Events Contractor scheduled at the Facilities after the effective date of termination, cancellation and/or expiration. Contractor shall be responsible for and include in its Events contract with third parties (e.g. wedding contracts or other similar Event contracts) this condition regarding termination. That is, Contractor's Event contract shall provide the following condition:

“PLEASE NOTE THE FOLLOWING: IT IS UNDERSTOOD THAT KOSCH IS UNDER A SEPARATE CONTRACT WITH THE METROPARKS TO PROVIDE BANQUET/WEDDING SERVICES TO THIRD PARTIES (I.E. “KOSCH-METROPARK CONTRACT”). PLEASE BE ADVISED THAT THE KOSCH-METROPARKS CONTRACT MAY EXPIRE; AND FURTHER THAT, KOSCH AND THE METROPARKS EACH RESERVE THE RIGHT TO TERMINATE THE KOSCH-METROPARK CONTRACT UNDER CERTAIN CONDITIONS. ACCORDINGLY, IN THE EVENT OF EXPIRATION OR TERMINATION BY THE METROPARKS OF THE KOSCH-METROPARK CONTRACT, KOSCH WILL PROVIDE NOTIFICATION TO YOU OF THE DATE OF EXPIRATION OR TERMINATION OF THE KOSCH-METROPARK CONTRACT. UPON NOTICE FROM KOSCH, YOU WILL HAVE THE FOLLOWING OPTIONS: (A) THE RIGHT TO CANCEL YOUR EVENT AND RETURN OF THE DEPOSITS, IF ANY; OR (B) CONTINUATION OF THE EVENT AS SCHEDULED BUT WITH THE FOOD AND BEVERAGE SERVICE PROVIDER SELECTED BY THE METROPARKS. YOU MUST NOTIFY WITHIN TEN (10) DAYS OF THE NOTICE OR IT WILL BE ASSUMED THAT YOU WILL BE CANCELLING YOUR EVENT. IT IS UNDERSTOOD AND AGREED AS PART OF THIS BANQUET/WEDDING CONTRACT THAT IN THE EVENT OF EXPIRATION OR TERMINATION OF THE KOSCH-METROPARK CONTRACT UNDER NO CIRCUMSTANCES SHALL THE METROPARKS OR KOSCH BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES; ANY AND ALL DAMAGES ASSOCIATED WITH CANCELLATION OF THE EVENT ARE LIMITED TO THE AMOUNT OF DEPOSITS RECEIVED.”

- 2.6. Under no circumstances shall the HCMA be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Contract. The HCMA shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.

3. SCOPE OF CONTRACTOR'S SERVICES

- 3.1. Contractor shall perform all Services identified and described in Exhibit II.
- 3.2. Contractor and the HCMA shall perform all responsibilities as listed and described in Exhibit II.

- 3.3. Equipment and Supplies. Contractor is responsible for providing all equipment and supplies to deliver the Services required by this Contract, which are not expressly required to be provided by the HCMA herein. Exhibit II lists the equipment to be provided by Contractor and the equipment to be provided by HCMA.

4. **USE OF HCMA FACILITIES AND PROPERTY**

- 4.1. Contractor may use and have access to the Facilities described and depicted in Exhibit III, to provide the Services.
- 4.2. Contractor may use the HCMA's Property which may or may not be affixed to the Facilities.
- 4.3. Contractor shall only use the Facilities and the Property listed in Exhibit II and III for the purpose of providing Services.
- 4.4. The HCMA may access the Facilities at any time for the purpose of examining and inspecting the Facilities and evaluating the Services provided pursuant to this Contract. If the HCMA determines that the Facilities are not maintained pursuant to this Contract or Services are not provided pursuant to this Contract, it shall immediately notify Contractor in writing to correct the unsatisfactory conditions or Services. Contractor shall take immediate steps to correct such conditions or Services.
- 4.5. Contractor agrees not to advertise its Services with HCMA in any manner or form, on or at the Facilities, HCMA premises, or other location; or in any newspapers, website or through the use of electronic media, without the prior written consent of the HCMA Director or his or her designee. Contractor shall not employ or use any persons known as "hawkers", "spielers", "crier" or other noise makers or means of attracting attention to Contractor's business, unless approved in writing by HCMA Director or his or her designee.
- 4.6. Contractor shall keep the Facilities and anything stored thereon in good order and repair and in a clean, safe, and healthful condition as required by this Contract and as required by federal, state or local, law, rule, regulation or ordinance.
- 4.7. Except as otherwise provided in this Contract, Contractor shall not make any alterations, additions, or changes to the Facilities, unless prior written approval is given by HCMA Director or his or her designee. If such alteration, change, or addition is made to a building or real property, it shall be embodied in a change order or amendment to this Contract.
- 4.8. At the expiration or termination of this Contract, Contractor shall leave the Facilities in the same condition that Contractor found them and clean of all rubbish. Contractor shall remove all of its personal property within thirty (30) days of expiration or termination of this Contract. If Contractor does not remove its personal property within the thirty (30) day period, the HCMA shall dispose of it as it sees fit and Contractor shall reimburse the HCMA for all reasonable costs associated with the disposal of the personal property upon receipt of an invoice from HCMA.
- 4.9. Damage to HCMA Facilities. Contractor shall be responsible for any damage to the Facilities or other HCMA property that is caused by the negligence of Contractor or Contractor Employees. If damage occurs, Contractor shall notify the HCMA immediately and the HCMA shall make the necessary repairs and/or replacements or cause a third party to make the necessary repairs or replacements, provided, however, that upon receipt of an invoice from the HCMA, Contractor shall reimburse the HCMA for all reasonable costs associated with repairing and/or replacing the Facilities or other HCMA owned property.

- 4.10. Damage to Contractor Property. Contractor shall be solely liable and responsible for any property loss or damage resulting from fire, theft or other means to Contractor's personal property located, kept, or stored on or around the Facilities during this Contract.
- 4.11. Contractor shall be solely liable and responsible for any Claims, occurring at or around the Facilities, which arise out of Contractor's or Contractor's Employees use of the Facilities or performance of Services under this Contract.
- 4.12. Contractor acknowledges that it has no title in or to the Facilities or any portion thereof and will not claim any such title to the Facilities.
- 4.13. Sale of Carbonated and Non-Carbonated, Non-Alcoholic Beverages.
- 4.13.1. Contractor understands that the HCMA may have an exclusive beverage agreement for the sale of bottled, canned carbonated, fountain drinks or non-carbonated beverages at the Facilities. Contractor agrees to comply with the terms and conditions of any agreement between the HCMA and the beverage provider of bottled or canned carbonated or non-carbonated beverages (e.g. Pepsi or other beverage provider) and by offering the beverage provider's bottled and canned carbonated and non-carbonated beverages in vending machines, on beverage carts and at all food service facilities. The pricing negotiated by the HCMA and the beverage provider will be extended to Contractor. All beverage provider products sold at Facilities must be delivered to a Facility location directly from the designated beverage provider facility. It is understood and agreed that the HCMA reserves the right to change beverage providers and that Contractor agrees to such terms and conditions in the event of such change. HCMA agrees to notify Contractor (a) of all exclusive beverage agreements; and (b) at least thirty (30) days in advance of any change in beverage providers.
- 4.14. Sale of Alcoholic Beverages.
- 4.14.1. Alcoholic beverages may be sold, provided and served by Contractor and Contractor Employees at the Facilities as part of the Services provided under this Contract. Alcoholic beverages may only be served and provided (as permitted by law) by Contractor and Contractor Employees.
- 4.14.2. The liquor licenses from the State of Michigan for the Facilities shall be held by the HCMA and Contractor as co-licensees. It is the responsibility of Contractor to obtain proper licensing to sell beer and wine as a co-licensee or participant under HCMA's liquor license with the State of Michigan.
- 4.14.3. The HCMA shall be responsible for obtaining and maintaining the liquor licenses for the Facilities, including paying all costs and fees associated with obtaining and maintaining the liquor licenses and hiring and paying for the attorneys to assist with licensing from the State of Michigan.
- 4.14.4. Contractor and Contractor Employees shall be responsible for operating the Facilities in strict accordance with the Michigan Liquor Control Code, as amended and all rules and regulations promulgated thereunder ("the Code") and HCMA's liquor license for each of the Facilities.
- 4.14.5. The HCMA and Contractor expressly acknowledge and confirm their joint responsibilities pursuant to the provisions of the Code for any and all violations under the Code at the Facilities which may arise through acts or omissions of the HCMA or Contractor or Contractor Employees.
- 4.14.6. Contractor agrees that all Contractor Employees at a Facility providing sales and service of alcoholic beverages must be trained and certified by an approved

program promoting the responsible service of alcohol. Contractor agrees to provide copies of training certification to HCMA, and maintained certifications at the site of alcohol sales. Contractor will provide such training through the TIPS program for all Contractor Employees providing sales and service of alcoholic beverages.

- 4.14.7. Except as stated herein, Contractor or Contractor Employees shall have no right or interest in the liquor licenses for the Facilities.
- 4.14.8. Upon termination and/or cancellation of this Contract, or termination and/or cancellation of a portion of this Contract affecting a liquor license, all rights of the Contractor as co-licensee for the Facilities or a Facility shall terminate automatically, subject only to the approval of the Michigan Liquor Control Commission. Contractor and Contractor Employees agree to cooperate in all matters necessary to cause a transfer of its interest to the HCMA, including the execution of all documents and forms required by the Michigan Liquor Control Commission.
- 4.14.9. Only Contractor and Contractor Employees may serve Alcoholic beverages at the Facilities. All persons serving alcoholic beverages must be trained and certified as required by the Code.

5. PAYMENT OBLIGATIONS

- 5.1. Contractor shall pay the HCMA the Food and Beverage Fee in the time and manner as set forth in this Contract.
- 5.2. The Food and Beverage Fee and a report for the Services for the previous month, shall be due and payable on the 15th of each calendar month. The monthly report regarding Services provided shall contain a computation of each month's Food and Beverage Fee, broken into separate categories for food and beverages, by Facility and categories, by Event or Special Event (as the case may be), and other details as may be requested by HCMA Contract Administrator from time to time. If there were no Services or Gross Receipts for a month, a monthly report still shall be generated and submitted stating this fact.
- 5.3. Contractor shall send the Food and Beverage Fee by wire to HCMA and the Services monthly report to: HCMA, Attention: Maria Vanrooijen, HCMA Purchasing or other Purchasing designee, 13000 High Ridge Drive, Brighton, Michigan 48114-9058. Contractor may email monthly report to HCMA's Contract Administrator.
- 5.4. Late Charge. If the HCMA does not receive the Food and Beverage Fee or any other sum owed by Contractor under this Contract within five (5) days after its due date, Contractor shall pay the HCMA a late charge equal to five percent (5%) of any such overdue amount. Such late charge represents a fair and reasonable estimate of the costs the HCMA will incur by reason of late payment by the HCMA. Acceptance of such late charge by the HCMA shall in no event constitute a waiver of Contractor's default with respect to such overdue amount, nor prevent the HCMA from exercising any of its other rights and remedies.
- 5.5. Under no circumstances shall the HCMA be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from Contractor's provision of Services under this Contract.
- 5.6. The HCMA has the right to offset any amounts due and owing to the Contractor should the HCMA incur any cost associated with this Contract that is the obligation of Contractor under this Contract.

- 5.7. This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.
- 5.8. The Parties agree that this Contract supersedes and replaces the contracts between the Parties pursuant to RFP-12-003 (Lake St. Clair Metropark Food & Beverage Service Contract) and RFP-09-003 (non-Lake St. Clair Metropark Food & Beverage Service Contract). To resolve certain issues with respect to the foregoing contracts, namely the annual audit, application of corporate overhead, and the expense of certain equipment at Lake St. Clair Metropark purchased by Contractor, the Parties agree (in addition to the Food and Beverage Fee set forth in this contract) to the following:
- 5.8.1. HCMA shall retain the Lake St. Clair Metropark equipment purchased by Contractor listed in Exhibit IV, and Contractor agrees to pay HCMA thirty-six thousand dollars and 00/100 (\$36,000.00) which shall be paid over two years at a rate of one thousand five hundred dollars and 00/100 (\$1,500.00) per month beginning January 1, 2014 with last payment due on January 1, 2016 due on the 15th of each calendar month ("Resolution Payment").
- 5.8.2. All vending services previously provided by Contractor pursuant to the foregoing contracts will be assigned to HCMA with an effective date of January 1, 2014. Contractor agrees to execute any documents necessary to effectuate the assignment of its vending services contracts.
- 5.8.3. For the 2013 calendar year (January 1, 2013 and December 31, 2013) only, Contractor will pay HCMA a Food & Beverage Fee of two hundred thirteen thousand and 00/100 dollars (\$213,000.00) which includes 2013 commission payments paid by Contractor to HCMA to date in the amount of \$148,853.10, plus \$64,146.90, in lieu of the 2013 commissions due and owing under the foregoing contracts ("2013 Food & Beverage Fee"). Contractor will pay the 2013 Food & Beverage Fee in the amount of \$64,146.90 in three installments – first payment (\$21,382.30) to be paid within 30 days following execution of this Contract; second payment (\$21,382.30) by May 1st; and final payment (\$21,382.30) by July 1st.

6. CONTRACTOR'S ASSURANCES AND WARRANTIES

- 6.1. Contractor certifies that all statements, assurances, records, and materials submitted to HCMA in connection with securing this Contract have been truthful, complete and accurate in all respects. Any material intentional false statement, representation or omission made in connection with Contractor seeking or obtaining this Contract may be grounds for canceling or terminating this Contract and/or debaring the Contractor from future HCMA contracts. The HCMA's right to cancel this Contract as provided herein shall be in addition to any other rights the HCMA has to terminate or cancel this Contract.
- 6.2. Service Warranty. Contractor warrants that all Services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 6.3. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, taxes by reason of this Contract, social security taxes, and unemployment compensation taxes. The HCMA shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.
- 6.4. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all of Contractor's costs and

expenses incident to the performance of all Services for the HCMA including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.

6.5. Contractor Employees.

6.5.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the Services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required Services and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.

6.5.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.

6.5.3. All Contractor Employees assigned to work under this Contract may, at the HCMA's discretion, be subject to a security check and clearance by the HCMA.

6.6. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adhere to all of the terms of this Contract. Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employee related pension or welfare benefits plan contribution under federal or state law. Contractor shall indemnify and hold the HCMA harmless for all Claims against the HCMA by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

6.7. Full Knowledge of Service Expectations and Attendant Circumstances. The Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.

6.8. The Contractor's Relationship To The HCMA Is That Of An Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the HCMA and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide Services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-contractors of the HCMA.

7. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

7.1. Indemnification.

7.1.1. Contractor shall indemnify, defend and hold HCMA harmless from any and all Claims which are incurred by or asserted against HCMA by any person or entity alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

7.1.2. To the extent permitted by law HCMA shall indemnify, defend and hold the Contractor harmless from any and all Claims arising in tort or out of negligence by

HCMA which are incurred by or asserted against Contractor by any person or entity alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of HCMA including, without limitation, all Claims relating to injury or death of any person or damage to any property. Notwithstanding the foregoing nothing in this agreement shall constitute a waiver of governmental immunity or other privileges as provided by law. HCMA expressly reserves all privileges and immunities as provided by law.

- 7.1.3. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. Contractor and HCMA shall have no rights against each other for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed except as expressly provided herein.
- 7.1.4. Other than claims arising out of the gross negligence of HCMA Employee, Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the HCMA based upon any Claim brought against the HCMA suffered by a Contractor Employee.
- 7.2. Contractor Provided Insurance. At all times during this Contract, Contractor shall obtain and maintain insurance according to the specifications indicated in Exhibit I.

8. GENERAL TERMS AND CONDITIONS

- 8.1. Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 8.2. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
"CONTRACTOR'S ASSURANCES AND WARRANTIES";
"CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION";
"Damage Clean Up To HCMA Property and/or Premises";
"Audit";
"Severability";
"Governing Law/Consent To Jurisdiction And Venue"; and
"Survival of Terms And Conditions".
- 8.3. HCMA Right to Suspend Services. Upon written notice, the HCMA may suspend performance of this Contract if Contractor has materially failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the HCMA's right to terminate and/or cancel this Contract. The HCMA shall incur no penalty, expense, or liability to Contractor if the HCMA suspends services under this Section.
- 8.4. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.

- 8.5. Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, rules, insurance policy requirements, and requirements applicable to its activities under this Contract, including but not limited to the Michigan Liquor Control Code, as amended, and all regulations and rules promulgated thereunder.
- 8.6. Permits and Licenses.** Except for liquor licenses from the Michigan Liquor Control Commission, Contractor shall be responsible for obtaining, maintaining, and paying for all licenses, permits, certificates, and governmental authorizations necessary to perform its obligations under this Contract and to conduct business under this Contract. Upon request by the HCMA, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract, except that, upon receipt, Contractor shall provide copies of all health inspection reports and any subsequent enforcement actions by the HCMA Health Department to the HCMA Executive Officer.
- 8.7. Discrimination.** Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law.
- 8.7.1. Contractor shall promptly notify the HCMA of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.
- 8.7.2. The HCMA, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately with notice.
- 8.8. Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the HCMA.
- 8.9. Force Majeure.** Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event. The Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this Contract in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.
- 8.10. Conflict of Interest.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the HCMA, including all agencies and departments thereof, and any HCMA Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the HCMA. Contractor shall give the HCMA notice if there are any HCMA Agents or relatives of HCMA Agents who are presently employed by Contractor.
- 8.11. Contract Administrator.** Each Party shall designate an employee or agent to act as Contract Administrator. The HCMA's Contract Administrator shall be responsible for such activities as monitoring deliverables and funding addressing the quality of services provided by the Contractor, reviewing invoices and submitting requests to the HCMA's procurement

authority for any contract modification. The Contract Administrators for both Parties shall serve as a contact point for all matters related to the services to be performed under this Contract.

- 8.12. Dispute Resolution.** All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Contract Administrators for possible resolution. The Contract Administrators may promptly meet and confer in an effort to resolve such dispute. If the Contract Administrators cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Contract may meet promptly and confer in an effort to resolve such dispute. Before litigation is commenced by either Party regarding Claims arising under this Contract, the Parties shall use their best efforts to mediate such Claims. All costs for mediation shall be borne equally by the Parties. The Parties shall mutually agree to the mediator.
- 8.13. Access and Records.** The Contractor shall establish and maintain a reasonable accounting system that enables HCMA to readily identify Contractor's assets and Gross Receipts of the Services provided under this Contract, including but not limited to: a full and accurate books of accounts, cash receipts, and other pertinent data customarily used in Contractor's type of operation, showing Contractor's activities under this Contract. The Contractor shall only utilize those recording keeping devices, including without limitation, cash registers, tapes, books, ledgers, journals, sale slips, guest checks, invoices, and cash register maintenance logs which are reasonably acceptable to the HCMA and by which every sale or other transaction related to catering services are recorded. Contractor will maintain accurate books and records in connection with the Services provided under this Contract for thirty-six (36) months after end of this Contract, and provide the HCMA with reasonable access to such book and records.
- 8.14. Audit.**
- 8.14.1. Upon reasonable prior written notification by HCMA, Contractor shall allow the HCMA's Controller or designee, or an independent auditor hired by the HCMA, to audit, to examine, and to make copies of or extracts from all sales records relate to Gross Receipts (in whatever form the records may be kept, whether written, electronic or other) relating to or pertaining to this Contract kept or under the control of the Contractor, including, but not limited to those kept by the Contractor, Contractor's employees, agents, assigns, successors and subcontractors, and, if necessary, interview any Contractor Employee throughout the term of this Contract, and for a period of three years after final payment. All audits and examinations under this section will be during Contractor's normal business hours.
 - 8.14.2. Contractor shall explain any audit finding, questionable costs, or other Contract compliance deficiencies to the HCMA within thirty (30) business days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report, and an action plan to resolve the audit findings. A copy of the Contractor's response will be included in the final report. Failure by the Contractor to respond in writing within 30 business days shall be deemed acceptance of the draft audit report, and will be noted in the final report.
 - 8.14.3. Costs of any audits conducted under this section will be borne by HCMA unless the audit discovers substantive findings related to fraud, misrepresentation, or non-performance. In which case, Contractor shall pay and HCMA may recoup

reasonable costs of the audit work. Any adjustments and/or payments that must be made as a result of any such audit or inspection of Contractor's records shall be made within thirty (30) days from the presentation of HCMA's findings to Contractor.

- 8.15.** Delegation /Subcontract/Assignment/Sublease. Contractor shall not delegate, assign, sublease or subcontract any obligations or rights under this Contract without the prior written consent of the HCMA.
- 8.15.1. The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation, sublease or subcontract.
- 8.15.2. Any assignment, delegation, sublease or subcontract by Contractor and approved by the HCMA, must include a requirement that the assignee, delegee, or subcontractor will comply with the rights and obligations contained in this Contract.
- 8.15.3. The Contractor shall remain primarily liable for all work performed by any subcontractors. The Contractor shall remain liable to the HCMA for any obligations under the Contract not completely performed or improperly performed by any Contractor delegee or subcontractor.
- 8.15.4. Should a Subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.
- 8.16.** No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any fixed or certain number of hours, Services, or Events at the Facilities.
- 8.17.** No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 8.18.** Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the HCMA harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the HCMA.
- 8.19.** Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.

- 8.20. Notices.** Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given when one of the following occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
- 8.20.1. If notice is sent to the Contractor, it shall be addressed to the Contract Administrator or signatory to this contract at the address stated on the first page of this Contract.
- 8.20.2. If notice is sent to the HCMA, it shall be addressed to the Contract Administrator.
- 8.20.3. Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.
- 8.21. Contract Modifications or Amendments.** Any modifications, amendments, rescissions, waivers, or releases to this Contract must be in writing, agreed to by both Parties, and added as a change order or amendment to this Contract.
- 8.22. Precedence of Documents.** In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:
- 8.22.1. The terms and conditions contained in this Contract shall prevail and take precedence over any allegedly conflicting provisions in all other Exhibits or documents.
- 8.23. Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 44th Judicial Circuit Court of the State of Michigan (Livingston County), the 53rd District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 8.24. Entire Contract.** This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- 8.25. HCMA Intellectual Property.** Contractor shall have no copyright, patent, trademark or trade secret rights in HCMA Intellectual Property.
- 8.26. Contractor Use of HCMA Servicemark.**
- 8.26.1. The HCMA grants Contractor the non-exclusive right to use its servicemark on Contractor's uniforms or on publications (in any format) related to or associated with performance of this Contract. Permission to use the servicemark extends to use on the Contractor's website.
- 8.26.2. Contractor shall only use the servicemark as provided by HCMA for the purposes described in this Contract and not for any other purpose.
- 8.26.3. Contractor acknowledges that the HCMA has certain rights in the servicemark and that Contractor has no right, title or interest in the servicemark.

8.26.4. The servicemark covered under this Section shall be provided at no cost to Contractor.

8.26.5. Contractor's permission to use the servicemark shall cease when the entire Contract is terminated and/or cancelled. Immediately upon termination and/or cancellation of this Contract, Contractor shall not display or depict the servicemark on its website or display, distribute or create any publication (in any format) or display, distribute or create other items that contain the servicemark.

The undersigned executes this Contract on behalf of Contractor and the HCMA, and by doing so legally obligates and binds Contractor and the HCMA to the terms and conditions of this Contract.

FOR KOSCH HOSPITALITY, LLC:

BY: _____
Gordie Kosch

DATE: _____

Gordie Kosch, partner of Kosch Hospitality, LLC appeared in person before me this day and executed this Contract on behalf of Contractor and acknowledged to me under oath that he has taken all actions and secured any and all necessary approvals and authorizations and has the requisite authority from Contractor to fully and completely obligate and bind Contractor to the terms and conditions of this.

Subscribed and sworn to before me on this _____ day of _____, 20____.

Notary Public, State of _____,
_____ County

My Commission Expires: _____
Acting in the County of _____

FOR THE HCMA:

BY: _____
John E. LaBelle, Chairperson

DATE: _____

BY: _____
Robert W. Marans, Secretary

DATE: _____

APPROVED AS TO SCOPE OF CONTRACTOR SERVICES:

BY: _____
Maria Vanrooijen
Contract Administrator

DATE: _____

EXHIBIT I
CONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall provide and maintain, at their expense, all insurance as set forth below, protecting the HCMA against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified.

1. **Commercial General Liability** Occurrence Form including: a) Premises and Operations; b) Products and Completed Operations (including On and Off Premises Coverage); c) Personal and Advertising Injury d) Broad Form Property Damage e) Independent Contractors; f) Broad Form Contractual including coverage for obligations assumed in this contract;

\$1,000,000 – Each Occurrence Limit
\$1,000,000 – Personal & Advertising Injury
\$1,000,000 – Products & Completed Operations Aggregate Limit
\$2,000,000 – General Aggregate Limit
\$ 500,000 – Fire Damage Limit (Any One Fire)
2. **Workers' Compensation** insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.
3. **Commercial Automobile Liability** insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident.
4. **Commercial Umbrella/Excess Liability** insurance with a minimum limits of \$3,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. The Umbrella/Excess Liability policy must also include and must be in excess of Liquor Liability coverage.
5. **Liquor Liability** insurance with a limit of \$1,000,000 each occurrence; \$1,000,000 annual aggregate.
6. **Commercial Property** insurance. The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
7. **General Insurance Conditions:** The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.
 - a. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the HCMA;
 - b. The insurance company(s) issuing the policy(s) shall have no recourse against the HCMA for subrogation, premiums, deductibles, or assessments under any form;
 - c. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;

- d. All policies, with the exception of Workers' Compensation, shall be endorsed to name the HCMA as additional insured;
- e. All policies shall be endorsed to provide a written waiver of subrogation in favor of HCMA;
- f. The Contractor shall require their contractors, or sub-contractors not protected under the Contractors insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
- g. Certificates of insurance must be provided no less than ten (10) working days prior to commencement of contract and must bear evidence of all required terms, conditions and endorsements; and
- h. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A.

EXHIBIT II

SCOPE OF CONTRACTOR'S SERVICES & PARTIES' RESPONSIBILITIES

1. Provision of Services.

- 1.1. Except as otherwise provided in 1.3, Contractor shall have the exclusive right to provide Services at and for the operation of the Facilities as set forth in Exhibit III which includes Contractor's purchase of food, beverages (alcoholic and non-alcoholic) and all other supplies for the preparation and sale of food and beverages (alcoholic and non-alcoholic) to the public together with all incidental services and supplies for performance of this Contract including but not limited to hiring, terminating, training and supervision of all Contractor Employees.
- 1.2. Except as otherwise provided in 1.3, Contractor shall have the exclusive right to provide catering services to all park patrons of the Facilities as set forth in Exhibit III, including groups requesting such services for function where food and/or beverage is provided by a caterer. Catering menu and pricing brochures must be provided on request of HCMA and will be included with mailings of picnic shelter reservation information. Catering brochures shall be the size and format to conform to standard size business envelope. Contractor agrees to notify HCMA's park management within ten (10) days a scheduled catering event within a particular Facility and provide a copy of the catering contract park management showing the event date and location. All revenue from Events/Special Events held within a Facility shall be reported on a monthly statement that will identify the revenue by event and facility.
- 1.3. Contractor shall not have the exclusive right to provide Services at Special Events but will be offered the opportunity to participate according to the following process. HCMA agrees to notify Contractor in writing or email at least fourteen (14) days' prior to the Special Event. Not later than 48-hours following the written notice provided to Contractor by HCMA, Contractor shall notify HCMA's Contract Administrator whether Contractor desires to participate in providing Services for the Special Event in accordance with mutually acceptable specifications and compensation for the Special Event. It is understood and anticipated by the Parties that Special Events may include one or more food and beverage vendors that may have negotiated a separate agreement with HCMA to provide food and beverage services. In addition, Contractor agrees that it shall have no right unless requested, to provide food and beverage services at Special Events sponsored by non-profit entities where the food and beverage services are organized and provided by the non-profit entity and where the proceeds from the sale of food and beverages are a source of the non-profit entity's fundraising efforts. Finally, where, after consultation by a group or park patron with Contractor, it is determined that Contractor is unable to provide a unique service requested by a group or park patron for an Event, Contractor agrees to allow HCMA to authorize another vendor to provide the unique service for the Event. A unique service is a food or beverage service that is not part of the Contractor's menu or services approved by HCMA.
- 1.4. Kensington Beach Shop. Contractor may offer for retail sale, non-food and beverage items for use at a beach/picnic areas for the beach located at Kensington Metropark. Such items include but are limited to: inflatable items permissible for use in the children's swim area; suntan lotion; swim goggles and/or fins, disposable cameras; hats and/or visors; beach towels; charcoal; paper plates; and plastic silverware. It is understood that beach shop items at Stony Creek Metropark remain the exclusive operation of HCMA.

- 1.5. The Services provided by Contractor under this Contract shall be of the highest quality and must be efficient and adequate to meet all reasonable demands of persons having Events and/or Special Events at the Facilities or persons using the Facilities. Such operations shall be in complete cooperation with HCMA employees. Good, prompt and efficient service adequate to meet all of the reasonable demands of service at the Facilities, subject to this contract, shall be furnished. To ensure quality and fitness of the Services provided herein, from time-to-time, upon request of HCMA, Contractor will provide to the HCMA Board of Commissioners, at HCMA's sole cost, food and beverage Services at its meetings.
 - 1.6. Contractor in conjunction with the designated HCMA employee or agent at a particular Facility shall be responsible for making reservations and booking Events to be held at a Facility. Contractor shall provide HCMA with notice within three (3) days following the booking of the Event.
 - 1.7. As part of providing Services under this Contract, Contractor must be able to accommodate and provide for Events outside the Facilities that are still located on HCMA Property, e.g., outdoor weddings and parties on patios. Contractor shall be responsible for all set-up and clean-up of outside Events.
 - 1.8. Contractor's equipment includes, but is not limited to, cash registers, nacho equipment, pretzel warmers, pretzel ovens, pizza ovens, soft-serve ice cream machines and coffee makers. At HCMA's discretion, HCMA will provide refrigerators, freezers, grills, ovens, pop (soda) machines, deep fryers, microwave ovens, and fixed shelving at concession buildings located Facilities set forth in Exhibit III. Contractor agrees to maintain the equipment being used to provide Services.
2. Marketing and Sale of Food and Beverages. Contractor shall use its best effort and take all necessary steps to further the sale of Services and food and beverages (alcoholic and non-alcoholic) at the Facilities, including but not limited to marketing, taking credit cards to pay for food and beverages, and when applicable, using mobile stands and carts to sell food and beverages (alcoholic and non-alcoholic.) The HCMA servicemark must be included in all promotional literature. The HCMA may use the Facilities for cross marketing of HCMA, including but not limited to brochures, flyers, marketing displays, and other information. Menus and Food Prices. Concession menu and food prices shall be reviewed by the Parties annually and shall be approved in writing by HCMA's Contract Administrator. Contractor's menu and pricing shall be submitted for approval to HCMA no later than February 1 each year. HCMA will respond within thirty (30) days after submission by Contractor. The Parties will agree to work cooperatively and agree on a concession menu and pricing no later than March 21 each year. It is understood, that Contractor shall charge fair, reasonable and nondiscriminatory prices for each unit of sale or service. In addition, Contractor agrees that the prices must be comparable to current community or government market pricing, will include adjustments for inflation, and upon request, Contractor shall provide document research to support comparable pricing. All requests for price changes must be submitted with document research to support comparable food and beverage service to community or government agencies whose operations are similar to HCMA (for example, food and beverage, or catering operations at Oakland County Parks and Recreation or other regional government-owned park facility). It is understood that food and beverage pricing experienced at professional sports or non-sport venues (i.e. Comerica Park, the Palace of Auburn Hills, or the Fox Theatre) are not acceptable for operations to support comparable pricing. It is understood that all articles sold or used under this contract will be pure and of good quality, and that the quality and quantity will be subject to approval by HCMA.

In the event that market conditions change, the Contractor may request modifications of menu and food pricing at any time with documentation to support changes and subject to the approval of HCMA's Contract Administrator.

The Contractor shall post menu signs at all stand clearly displaying the prices of foods and beverages for sale. Health food options should be available to park patrons.

3. Hours of Operation.

3.1. Facilities. The hours of operation for each facility are set forth in Exhibit III. However, Contractor understands and agrees that HCMA reserves the right to determine and modify the hours of operation for each facility. In addition, it is also understood that hours of operation may be adjusted in the event of inclement weather with the approval of the Metropark Superintendent for the respective facilities set forth in Exhibit III (or his or her designee). Contractor shall be available to provide Services at the Facilities at the hours and days set forth in Exhibit III.

4. Management and Staffing.

4.1. Contractor shall hire a manager or combination of management staff, with experience providing Services, to manage and conduct day-to-day operations at each Facility. The Contractor's on-site manager must have completed the training by the State of Michigan Department of Agriculture Food Service Management Sanitation Program or Serve Safe training required by Health Department of the county where the facility is located. A copy of the certificate shall be provided to the HCMA. A manager or assistant manager shall be present at all times when the Facilities are open for business. In the event that HCMA determines and notifies Contractor that a Contractor employee is unsatisfactory, Contractor shall remedy the situation within forty-eight (48) hours to HCMA's reasonable satisfaction.

4.2. Contractor shall provide an adequate number of employees and staff to efficiently and effectively perform the Services and responsibilities required under this Contract, including serving food and beverages to customers at the Facilities.

4.3. Contractor employees shall be clean, courteous, efficient and neat in appearance. Contractor Employees shall utilize approved uniforms which shall include name tags identifying them as Contractor's employees. Contractor shall not employ any person or persons in or about a facility who are known to use improper language or act in a loud, boisterous or improper manner. In the event that HCMA determines, in its sole opinion, and notifies Contractor that a Contractor employee is disorderly, unsanitary or otherwise unsatisfactory, Contractor shall remedy the situation to HCMA's reasonable satisfaction. Contractor agrees to remove a Contractor Employee in the event Contractor fails to remedy the situation to HCMA's reasonable satisfaction.

5. Uniforms & Training. At Contractor's sole expense, all Contractor Employees shall be issued uniforms with Contractor's logo, and shall maintain appropriate appearance. Uniforms shall be consistent with HCMA Appearance policy which is available upon request. Contractor shall be responsible for training Contractor employees for all customer service issues and delivery of Services, including the service of alcoholic beverages and safe handling of food.

6. Brand Advertising. Contractor shall not use or permit product brand identification without the express prior written approval of HCMA.

7. Marketing and Sale of Food and Beverages. The Contractor shall use its best efforts and take all necessary steps to further the sale of food and beverages at the Facilities, including but not limited to marketing, taking credit card to pay for food and beverages, opening an adequate number of lines in the concessions buildings and/or using portable stands to sell food and beverages. The location and types of stands subject to the approval of HCMA. Contractor agrees to provide the HCMA with a marketing

strategy on an annual basis. The Concessionaire's marketing strategy will be presented to the HCMA Director at least ninety (90) days prior to Memorial Day of each contract year.

8. Utility Services for the Facilities. HCMA will provide and pay utility services to the Facilities of the type and service currently existing at each particular facility and which may include, electricity, gas/heat, water, sewer or septic, and garbage collection depending on the facility. HCMA is not responsible for providing or installing utility services that are not already located at a particular facility.
9. Contract Performance Evaluation. Annually or more frequently as dictated by HCMA, HCMA shall perform an evaluation of the Services provided by Contractor under this Contract and Contractor's performance of its obligations contained herein. The Parties shall meet and discuss the conclusions of such evaluations and the steps that can be taken to implement the conclusions, if required.
10. Contractor Duties and Maintenance Responsibilities. Contractor shall perform the following duties and maintenance responsibilities:
 - 10.1. Contractor shall provide, pay for and maintain a point of sale system for the purchase of Services at the Facilities.
 - 10.2. Contractor shall provide, replace, maintain, and pay for all seasonal decorations located in the food and beverage areas of the Facilities. All interior decorating and decorations shall be approved by the HCMA Contract Administrator or his or her designee. Upon termination and/or cancellation of this Contract, the interior decorations shall be the property of Contractor, except that if the interior decorations are affixed to real property and cannot be removed without substantially damaging the real property, then they shall be the property of the HCMA.
 - 10.3. Contractor shall clean all carpets and all floors of the food and beverage areas operated by Contractor at the Facilities and provide all cleaning supplies and equipment for such cleaning on a daily basis or more frequently as needed. The carpets and floors shall be professionally cleaned at least once a year or more frequently as needed. Upon the HCMA's request, Contractor shall provide documentation evidencing the professional cleaning.
 - 10.4. Contractor shall clean the interior of food and beverage areas operated by Contractor at the Facilities, and provide all cleaning supplies and equipment for such cleaning on a daily basis or more frequently as needed or required.
 - 10.5. Contractor pay for pest control for the interior of the Facilities including the kitchens located therein.
 - 10.6. Contractor shall dispose of or recycle used grease as needed and in a lawful manner.
 - 10.7. On a daily basis or more frequently as needed, Contractor shall clean and keep free of garbage the area outside the Facilities that are designated by HCMA for eating and drinking, including but not limited to cleaning the furniture located in such areas, rinsing the grounds in such areas, and picking up and disposing of the garbage in such areas.
 - 10.8. Contractor shall clean all food and beverage area restrooms at the Facilities related to Contractor's operations on a daily basis or more frequently as needed and supply all equipment and products for such cleaning. Cleaning shall include but not limited to mopping and sanitizing of floors, scrubbing of urinals and toilets, disinfecting the counters, sinks, dispensers, doors, and door handles, incorporation of automatic air fresheners, and hourly checks for cleanliness and neatness documented.
 - 10.9. Contractor and Contractor Employees shall be responsible for providing cleaning and servicing refuse containers kitchen preparation areas and designated food and beverage eating areas at the Facilities. All other refuse containers are to be provided and serviced by HCMA.

- 10.10. The Contractor agrees not to use nor knowingly permit any person to use in any manner whatsoever, the Facilities or any part thereof for any illegal purpose, or for any action or business in violation of federal, state or local law, ordinance, rules, order or regulation of HCMA now in effect or hereafter enacted or adopted. In addition to any remedy provided by law or equity, it is understood that the HCMA has the right and authority to terminate this agreement without previous notice to the Contractor for a violation of this provision.
- 10.11. Contractor shall not carry on within or upon the Facilities any other business or services except as described herein. Contractor agrees not to interfere with any other HCMA contractor or that contractor's employees.
- 10.12. Contractor shall clean and maintain equipment provided by HCMA for Contractor's use, on a daily basis or more frequently as needed or required by law. HCMA will regularly inspect equipment provided by HCMA to ensure proper maintenance is performed. However, in the event that equipment poses a danger to Contractor or Contractor's Employees, HCMA, HCMA's Employees, or the public, Contractor agrees that it shall cease use and disable said equipment (if possible) and notify HCMA immediately for proper maintenance and repair.
- 10.13. HCMA Property shall not be altered or changed in any manner by the Contractor without written permission from the HCMA's Director or his or her designee.

11. HCMA Duties and Maintenance Responsibilities.

- 11.1. Except as otherwise provided in this Contract or agreed to by the Parties in writing, as a change order or amendment to this Contract, the HCMA shall be responsible for and pay for all physical and structural upgrades to the Facilities, including replacement of windows and screens and building designs that might be required for such upgrades.
- 11.2. HCMA shall provide pest control for the interior of the Facilities including the kitchens located therein.
- 11.3. Except as otherwise provided herein, the HCMA shall be responsible for maintenance, repair, and inspections for the Facilities including but not limited to, repair of windows and screens, repair of HVAC system, repair of roof, repair of electrical system, repair of plumbing system and repair of the restrooms, repair of fire places, and repair of elevators.
- 11.4. HCMA shall be responsible for providing, repairing, and maintaining fire extinguishers, fire suppression systems, and/or fire suppression for the Facilities as it deems necessary and as required by law.
- 11.5. HCMA shall provide for the maintenance and repair of the exhaust hoods and grease traps at the Facilities.
- 11.6. HCMA shall be responsible for providing, maintaining and repairing a water/filter system, if necessary at the Facilities.
- 11.7. HCMA shall be responsible for providing, repairing, and maintaining locking mechanisms for the doors of the Facilities.
- 11.8. HCMA shall be responsible for providing, repairing, and maintaining all light fixtures in, around, and outside the Facilities, including bulb replacement, except that Contractor shall be responsible and pay for bulb replacement for any decorative lighting it provides.
- 11.9. HCMA shall be responsible for all exterior maintenance, repairs and replacements to and around the Facilities or to or around the property on which the Facilities are located, including cleaning of parking lots, exterior painting, exterior lighting, exterior window cleaning, canopy, parking lots, snow removal, signs, decorations and landscaping.

12. Equipment Provided by HCMA for Each Facility. Contractor is responsible for providing the equipment and supplies to deliver the Services required by this Contract, which are not expressly required to be provided by the HCMA herein. All equipment used by Contractor must be serviced and maintained by Contractor.
13. Services related to Lower Huron Metropark, Willow Metropark, Oakwoods Metropark and Lake Erie Metropark. Contractor will provide exclusive catering services (and not concession services) at Lower Huron Metropark, Willow Metropark, Oakwoods Metropark and Lake Erie Metroparks commencing on the effective date of this Contract. However, Events for 2014 booked at Lower Huron Metropark, Willow Metropark, Oakwoods Metropark and Lake Erie Metropark before the effective date of this Contract are not subject to Contractor's exclusivity to provide catering services. In addition, if a group booked an Event at Lower Huron Metropark, Willow Metropark, Oakwoods Metropark and Lake Erie Metropark during 2013 and books a same or similar Event at the same Facility during 2014, The Event is not subject to Contractor's exclusivity for 2014 only.

EXHIBIT III
DESCRIPTION OF FACILITIES

1. Facilities. Contractor may use the following HCMA Facilities in the performance of Services under this Contract:
 - 1.1. **Lake St. Clair Metropark:** Concession Building, Thomas Welsh Activity Center, picnic shelters and pavilions. Catering Services to be provided at picnic shelters and pavilions.
 - 1.2. **Stony Creek Metropark:** Eastwood and Baypoint Beaches, picnic shelters, and Event Rental Tent. In addition, Contractor may utilize concessions building for catering preparation. Catering Services to be provided at picnic shelters and pavilions. . Concession Services to be provided at Eastwood and Baypoint Beaches.
 - 1.3. **Indian Springs Metropark:** Environmental Discovery Center (EDC). In addition, Contractor may utilize the golf course concessions building for catering preparation, provided it does not conflict with golf course concessions.
 - 1.4. **Kensington Metropark:** Martindale Beach-, Splash and Blast Waterpark, picnic shelters. Concession Services to be provided at Martindale Beach. Catering Services to be provided at picnic shelters and pavilions.
 - 1.5. **Lower Huron Metropark:** Catering Services to be provided at picnic shelters and pavilions. No Concession Services to be provided.
 - 1.6. **Willow Metropark:** Catering Services to be provided at picnic shelters and pavilions. No Concession Services to be provided.
 - 1.7. **Oakwoods Metropark:** Catering Services to be provided at picnic shelters and pavilions. No Concession Services to be provided.
 - 1.8. **Lake Erie Metropark.** Catering Services to be provided at picnic shelters and pavilions. No Concession Services to be provided.
2. Hours of Operation. The following are the hours of operation at the respective Metroparks and the Facilities:
 - a. Lake St. Clair Metropark, 31300 Metro Parkway, Harrison Township, MI
 - Concession Building/ May 1 to Labor Day, each year
Beaches 9:00AM to 9:00 PM; 7 days per week
 - Thomas Welsh Activity Pre-arranged catered events
Center
 - b. Stony Creek Metropark, 4300 Main Park Road, Shelby Township, MI:
 - Beaches (2) Memorial Day to Labor Day, each year
 - Guarded 11:00AM to 6:00 PM; 7 days per week
 - Unguarded 11:00AM to 6:00 PM Weekends Only
 - c. Indian Springs Metropark, 5200 Indian Trail, White Lake, MI:
 - Environmental Discovery Center – Pre-arranged catered events.
 - d. Kensington Metropark, 2240 West Buno Road, Milford, MI:
 - Beach Memorial Day to Labor Day, each year

11:30AM to 6:30 PM; 7 days per week

11:30AM to 6:30 PM Weekends Only

- e. Lower Huron Metropark, 17845 Savage Road, Belleville, MI: Catering Services to be provided at picnic shelters and pavilions. Pre-arranged catered events
 - f. Willow Metropark: Catering Services to be provided at picnic shelters and pavilions. Pre-arranged catered events
 - g. Oakwoods Metropark: Catering Services to be provided at picnic shelters and pavilions. Pre-arranged catered events
 - h. Lake Erie Metropark, 32481 West Jefferson, Brownstown, MI: Catering Services to be provided at picnic shelters and pavilions. Pre-arranged catered events
- 4. Contractor shall clean and maintain the equipment provided by the HCMA, for Contractor use, on a daily basis or more frequently as needed or required by law. The HCMA shall regularly inspect the equipment provided by the HCMA to ensure proper maintenance is performed.
 - 5. Except as otherwise provided in this Contract, the HCMA shall be responsible for the repair and replacement of the Property listed in this Exhibit.
 - 6. HCMA Property shall not be altered or changed in any manner by the Contractor without written permission from the HCMA Executive Officer or his or her designee.

EXHIBIT IV
LAKE ST. CLAIR METROPARK EQUIPMENT

It is understood by the Parties that the following equipment purchased by Contractor for the Services to be provided in this Contract shall be retained by HCMA at the expiration of this Contract or expiration of any extension of this Contract:

1. Ice Machine Serial No 1101220586 with 710 lb bin capacity and bin adaptor.
2. Economy Fryer, Gas 5730040D
3. Griddle, countertop, Gas 6990636T
4. Hotplate, counter unit, Gas 699-606HF
5. Slicer, Heavy Duty 12" 87340849
6. Worktable 36" x 96" w/sink Table top Food Bar 3 (4 units) (Deli Sandwich case)
7. Worktable 30"x 60"
8. Casters and Equipment stands are included with most units



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: George Phifer, Deputy Director
Subject: Information Technology Department Restructuring
Date: February 6, 2014

Action Requested: Motion to Approve

That the Board of Commissioners authorize staff to fill the vacant Business Application specialist position as recommended by Director McCulloch and staff.

Background: At the Sept. 12, 2013 Board meeting, staff brought a request to the Board to restructure the Information Technology department that included filling an Infrastructure Administrator position and a Business Support Specialist position. Since the September 2013 Board meeting, staff has hired an Information Technology Manager with a Feb. 24 scheduled start with the Metroparks. Director McCulloch requested to further evaluate the Information Technology Department and report back to the Board within six months with an update and recommendation.

Prior to the September 2013 Board meeting, Plante Moran conducted an IT assessment to ensure that the appropriate IT infrastructure and support services were in place to facilitate the upgrade to the new ERP system, as well as existing technology.

The Plante Moran assessment identified two areas of concern with a recommendation that the department be restructured to include the positions of Infrastructure Administrator and Business Application Specialist. The Infrastructure Administrator would be responsible for planning, implementing, maintaining and securing the technology infrastructure. The position of Business Application Specialist would be responsible for identifying software solutions for Metropark operations and supporting and training end users in both the ERP system and other software applications.

Fiscal Impact: Currently there are four employees budgeted for the IT Department with one position vacant at this time. The proposed restructuring would expand the IT department by one additional position bringing the total number of IT employees to five; there will be a fiscal impact of \$100,000 which includes salary and benefits.



HURON-CLINTON METROPOLITAN AUTHORITY

9 - C - 3
Meeting of February 13, 2014

Late Addition to Agenda

To: Board of Commissioners
From: Carol Stone, Administrative Services Manager
Subject: Proposed Change to Metroparks Logos
Date: February 11, 2014

Action Requested: Motion to approve

That the Board of Commissioners approve the general logo for the Metroparks and the logo for the golf courses as recommended by Administrative Services Manager Carol Stone and staff.

Background: A goal of the 2014 marketing initiatives is to increase overall awareness of the Metroparks and its facilities and programs. A first step in achieving this goal is creating a consistent brand that represents the Metroparks. This brand would be used on all print and promotional materials, signage, website and social media.

With that in mind, Berline and Paige Hassenbusch, Metroparks Graphic Artist, have collaborated on refreshing the general Metroparks logo, and with this general logo as the base, creating logos for golf, aquatics, nature centers, and farm centers. Attached are the proposed general logo and golf logo. You will see that the logos retain the inverted triangle shape that is associated with the Metroparks with an updated, more visually engaging image. The general Metroparks logo includes two streams representing the Huron and Clinton Rivers and five cattails representing each of the five counties.

Fiscal Impact: No Immediate impact. The new logos will be used as print material and signs are updated.

Attachments: Metroparks Logos







HURON-CLINTON METROPOLITAN AUTHORITY

9 - C - 4
Meeting of February 13, 2014

Late Addition to Agenda

To: Board of Commissioners
From: Paul Muelle, Natural Resources & Environmental Compliance Manager
Subject: HEART Freshwater Center at Lake St Clair Metropark
Date: February 13, 2014

Action Requested: Motion to Receive and File

That the Board of Commissioners receive and file the report on the Heart Freshwater Center as recommended by Natural Resources and Environmental Compliance Manager Paul Muelle and staff

Background: For the past two years, the Metroparks have been working with Macomb Community College, Macomb County – Planning and Economic Development, and Wayne State University in the development of a field research and educational collaborative called the Huron to Erie Alliance for Research and Training (HEART) Freshwater Center.

The HEART Freshwater Center is a unique alliance of agencies working together to promote and study the Huron-to-Erie Corridor through research and education. The Center will focus on the St. Clair River, Lake St. Clair, the Detroit River and western Lake Erie, with areas of study including water research in traditional and emerging areas of storm water runoff (green infrastructure), beach health, wetland ecology and marsh restoration, invasive species, algae and nuisance vegetation, fisheries-related research, and emerging contaminants in urban waterways. Other activities to be supported include workshops/seminars, hosting of visiting faculty/scientists, and targeted educational programs.

Thanks to a \$25,000 National Science Foundation Grant awarded to Wayne State in June 2013, the HEART collaborative began the process to develop field facilities, the first of which is planned for Lake St. Clair Metropark. This field facility will provide space for research and educational offerings as well as access to Lake St. Clair, the coastal wetlands of Lake St. Clair Metropark and immediate access to the international waters of the Huron to Erie corridor.

We have identified space in the Administration/Concession building at Lake St. Clair Metropark which is ideal for a field station. It will require some upgrades to the existing electrical and HVAC systems, and cosmetic improvements. The estimate for these facility upgrades is approximately \$50,000. Wayne State University has pledged \$25,000 to assist in funding the improvements, and partial funding has been allocated in the Metropark's 2014 budget for the work.

Concurrent with and separate from the development of the HEART collaborative, the Metroparks was recently informed that it will be receiving a \$100,000 grant from the Department of Environmental Quality, to be used for purchasing equipment to support a water testing facility at Lake St. Clair Metropark. The intent of the grant is to develop and validate rapid testing for beach water quality, using innovative methodologies. If validated, these methodologies could produce beach water quality results in two to three hours rather

than the 24 hours currently required for test results. We are also exploring other potential funding sources to assist in developing emerging technologies for rapid water testing at beaches.

Additionally, through the HEART collaborative, Macomb Community College and Wayne State University have recently agreed to develop a joint four-year degree program in freshwater studies that will take advantage of the Center's research capabilities, and its easy access to Lake St. Clair.

This collaborative effort will pull regional institutions and assets together, to better understand and promote our freshwater resources in the Huron-to-Erie corridor. The process is moving forward rapidly at this time. Agreements are currently being drafted, educational programs and research priorities are being assembled and the partners are committing resources in order to make the HEART Freshwater Center at Lake St. Clair Metropark a reality.

HURON-CLINTON METROPARKS MONTHLY STATISTICS

January, 2014

PARK	MONTHLY VEHICLE ENTRIES		
	Current Year	Prev 3 Yr Avg	Change
Lake St Clair	13,011	15,039	-13.5%
Wolcott Mill	798	1,085	-26.5%
Stony Creek	15,120	16,892	-10.5%
Indian Springs	1,923	3,182	-39.6%
Kensington	26,075	33,786	-22.8%
Huron Meadows	6,276	4,531	38.5%
Hudson Mills	5,712	8,703	-34.4%
Lower Huron	8,895	12,623	-29.5%
Willow	8,808	9,616	-8.4%
Oakwoods	1,633	2,372	-31.2%
Lake Erie	5,240	6,904	-24.1%
Monthly TOTALS	93,491	114,733	-18.5%

MONTHLY TOLL REVENUE		
Current Year	Prev 3 Yr Avg	Change
\$ 50,195	\$ 43,595	15.1%
\$ -	\$ -	0.0%
\$ 94,602	\$ 83,419	13.4%
\$ 13,534	\$ 14,507	-6.7%
\$ 85,328	\$ 94,624	-9.8%
\$ 15,278	\$ 7,168	113.1%
\$ 24,288	\$ 29,976	-19.0%
\$ 22,834	\$ 18,494	23.5%
\$ 15,441	\$ 8,810	75.3%
\$ 2,544	\$ 3,762	-32.4%
\$ 23,966	\$ 25,011	-4.2%
\$ 348,010	\$ 329,367	5.7%

MONTHLY TOTAL PARK REVENUE		
Current Year	Prev 3 Yr Avg	Change
\$ 58,544	\$ 56,262	4.1%
\$ 10,571	\$ 13,465	-21.5%
\$ 117,137	\$ 102,330	14.5%
\$ 19,824	\$ 19,666	0.8%
\$ 108,263	\$ 113,657	-4.7%
\$ 25,441	\$ 13,047	95.0%
\$ 34,668	\$ 37,888	-8.5%
\$ 25,534	\$ 21,511	18.7%
\$ 17,692	\$ 10,496	68.6%
\$ 2,864	\$ 4,795	-40.3%
\$ 25,894	\$ 27,412	-5.5%
\$ 446,432	\$ 420,528	6.2%

PARK	Y-T-D VEHICLE ENTRIES		
	Current Year	Prev 3 Yr Avg	Change
Lake St Clair	13,011	15,039	-13.5%
Wolcott Mill	798	1,085	-26.5%
Stony Creek	15,120	16,892	-10.5%
Indian Springs	1,923	3,182	-39.6%
Kensington	26,075	33,786	-22.8%
Huron Meadows	6,276	4,531	38.5%
Hudson Mills	5,712	8,703	-34.4%
Lower Huron	8,895	12,623	-29.5%
Willow	8,808	9,616	-8.4%
Oakwoods	1,633	2,372	-31.2%
Lake Erie	5,240	6,904	-24.1%
Y-T-D TOTALS	93,491	114,733	-18.5%

Y-T-D TOLL REVENUE		
Current Year	Prev 3 Yr Avg	Change
\$ 50,195	\$ 43,595	15.1%
\$ -	\$ -	0.0%
\$ 94,602	\$ 83,419	13.4%
\$ 13,534	\$ 14,507	-6.7%
\$ 85,328	\$ 94,624	-9.8%
\$ 15,278	\$ 7,168	113.1%
\$ 24,288	\$ 29,976	-19.0%
\$ 22,834	\$ 18,494	23.5%
\$ 15,441	\$ 8,810	75.3%
\$ 2,544	\$ 3,762	-32.4%
\$ 23,966	\$ 25,011	-4.2%
\$ 348,010	\$ 329,367	5.7%

Y-T-D TOTAL PARK REVENUE		
Current Year	Prev 3 Yr Avg	Change
\$ 58,544	\$ 56,262	4.1%
\$ 10,571	\$ 13,465	-21.5%
\$ 117,137	\$ 102,330	14.5%
\$ 19,824	\$ 19,666	0.8%
\$ 108,263	\$ 113,657	-4.7%
\$ 25,441	\$ 13,047	95.0%
\$ 34,668	\$ 37,888	-8.5%
\$ 25,534	\$ 21,511	18.7%
\$ 17,692	\$ 10,496	68.6%
\$ 2,864	\$ 4,795	-40.3%
\$ 25,894	\$ 27,412	-5.5%
\$ 446,432	\$ 420,528	6.2%

District	Y-T-D Vehicle Entries by Management Unit		
	Current Year	Prev 3 Yr Avg	Change
Eastern	28,929	33,016	-12.4%
Western	39,986	50,202	-20.4%
Southern	24,576	31,515	-22.0%

Y-T-D Toll Revenue by Management Unit		
Current Year	Prev 3 Yr Avg	Change
\$ 144,797	\$ 127,014	14.0%
\$ 138,428	\$ 146,276	-5.4%
\$ 64,785	\$ 56,077	15.5%

Y-T-D Total Revenue by Management Unit		
Current Year	Prev 3 Yr Avg	Change
\$ 186,252	\$ 172,057	8.3%
\$ 188,196	\$ 184,258	2.1%
\$ 71,984	\$ 64,213	12.1%

ACTIVITY REPORT - GOLF

GOLF COURSE	MONTHLY ROUNDS		
	Current Year	Prev 3 Yr Avg	Change
Wolcott Mill	0	0	-
Stony Creek	0	0	-
Indian Springs	0	0	-
Kensington	0	0	-
Huron Meadows	0	0	-
Hudson Mills	0	0	-
Willow	0	0	-
Lake Erie	0	0	-
Total Regulation	0	0	-
LSC Par 3	0	0	-
L. Huron Par 3	0	0	-
Total Golf	0	0	

ROUNDS Y-T-D		
Current Year	Prev 3 Yr Avg	Change
0	0	-
0	0	-
0	0	-
0	0	-
0	0	-
0	0	-
0	0	-
0	0	-
0	0	-
0	0	-
0	0	-
0	0	

GOLF REVENUE Y-T-D		
Current Year	Prev 3 Yr Avg	Change
\$ -	\$ -	-
\$ 672	\$ 759	-11.4%
\$ -	\$ -	-
\$ -	\$ -	-
\$ -	\$ -	-
\$ -	\$ -	-
\$ -	\$ -	-
\$ -	\$ -	-
\$ -	\$ -	-
\$ 672	\$ 759	-11.4%
\$ -	\$ 2	-
\$ -	\$ -	-
\$ 672	\$ 760	-11.6%

HURON-CLINTON METROPARKS MONTHLY STATISTICS

January, 2014

ACTIVITY REPORT - SUMMER ACTIVITIES

SWIMMING	PATRONS		
	Current Year	Prev 3 Yr Avg	Change
Lake St. Clair	0	0	-
KMP Splash	0	0	-
Lower Huron	0	0	-
Willow	0	0	-
Lake Erie	0	0	-
TOTALS	0	0	-

PATRONS Y-T-D		
Current Year	Prev 3 Yr Avg	Change
0	0	-
0	0	-
0	0	-
0	0	-
0	0	-
0	0	-

REVENUE Y-T-D		
Current Year	Prev 3 Yr Avg	Change
\$ -	\$ -	-
\$ -	\$ -	-
\$ -	\$ -	-
\$ -	\$ -	-
\$ -	\$ -	-
\$ -	\$ -	-

PARK	Seasonal Activities this Month		
	Current Year	Prev 3 Yr Avg	Change
Lake St. Clair			
Welsh Center	3	4	-30.8%
Shelters	0	0	-100.0%
Boat Launches	0	0	
Marina	0	0	-
Mini-Golf	0	0	-
Stony Creek			
Disc Golf Daily	0	15	-100.0%
Disc Golf Annual	0	7	-100.0%
Total Disc Golf	0	22	-100.0%
Shelters	23	32	-28.1%
Boat Rental	0	0	-
Boat Launches	0	0	-
Indian Springs			
Shelters	0	1	-100.0%
Event Room	4	5	-14.3%
Kensington			
Disc Golf Daily	0	14	-100.0%
Disc Golf Annual	6	10	-41.9%
Total Disc Golf	6	25	-1
Shelters	17	29	-40.7%
Boat Rental	0	0	-
Huron Meadows			
Shelters	2	3	-40.0%
Boat Rental	0	0	-
Hudson Mills			
Disc Golf Daily	35	161	-78.3%
Disc Golf Annual	11	29	-61.6%
Total Disc Golf	46	190	-75.7%
Shelters	7	6	10.5%
Canoe Rental	0	0	-
Lower Huron / Willow / Oakwoods			
LH Shelters	12	18	-34.5%
Willow Shelters	6	5	20.0%
Lake Erie			
Shelters	4	9	-53.8%
Boat Launches	23	102	-77.4%
Marina	N/A	N/A	N/A

Seasonal Activities Y-T-D		
Current Year	Prev 3 Yr Avg	Change
3	4	-30.8%
0	0	-100.0%
0	0	
0	0	-
0	0	-
0	15	-100.0%
0	7	-100.0%
0	22	-100.0%
23	32	-28.1%
0	0	-
0	0	-
0	1	-100.0%
4	5	-14.3%
0	14	-100.0%
6	10	-41.9%
6	25	-75.7%
17	29	-40.7%
0	0	-
2	3	-40.0%
0	0	-
35	161	-78.3%
11	29	-61.6%
46	190	-75.7%
7	6	10.5%
0	0	-
12	18	-34.5%
6	5	20.0%
4	9	-53.8%
23	102	-77.4%
N/A	N/A	N/A

Seasonal Revenue Y-T-D		
Current Year	Prev 3 Yr Avg	Change
\$ -	\$ 3,017	-100.0%
\$ 3,100	\$ 5,375	-42.3%
NA	NA	NA
\$ -	\$ -	-
\$ -	\$ -	-
\$ -	\$ 30	-100.0%
\$ -	\$ 350	-100.0%
\$ -	\$ 380	-100.0%
\$ 4,600	\$ 5,300	-13.2%
\$ -	\$ -	-
N/A	N/A	N/A
\$ -	\$ 167	-100.0%
\$ 5,300	\$ 3,833	38.3%
\$ -	\$ 29	-100.0%
\$ 280	\$ 493	-43.2%
\$ 280	\$ 522	-46.4%
\$ 5,650	\$ 4,777	18.3%
\$ -	\$ -	-
\$ 400	\$ 583	-31.4%
\$ -	\$ -	-
\$ 70	\$ 322	-78.3%
\$ 550	\$ 1,380	-60.1%
\$ 620	\$ 1,702	-63.6%
\$ 1,400	\$ 1,067	31.3%
\$ -	\$ -	-
\$ 2,700	\$ 2,983	-9.5%
\$ 1,250	\$ 830	50.6%
\$ 1,200	\$ 1,517	-20.9%
N/A	N/A	N/A
\$ -	\$ 53	-100.0%

HURON-CLINTON METROPARKS MONTHLY STATISTICS

January, 2014

PARK	Winter Sports this Month			Winter Sports Y-T-D		
	Current Year	Prev 3 Yr Avg	Change	Current Year	Prev 3 Yr Avg	Change
Lake St. Clair						
XC Skiers	20	30	-32.6%	20	30	-32.6%
Ice Skaters	260	154	69.2%	260	154	69.2%
Sledders	239	0	#DIV/0!	239	0	#DIV/0!
Ice Fishermen	2,277	1,421	60.2%	2,277	1,421	60.2%
Stony Creek						
XC Skiers	1,337	1,160	15.3%	1,337	1,160	15.3%
Ice Skaters	0	272		0	272	-100.0%
Sledders	1,852	1,843	0.5%	1,852	1,843	0.5%
Ice Fishermen	256	363	-29.4%	256	363	-29.4%
Indian Springs						
XC Skiers	75	97	-22.4%	75	97	-22.4%
Sledders	160	326	-50.9%	160	326	-50.9%
Kensington						
XC Skiers	1,736	733	136.8%	1,736	733	136.8%
Ice Skaters	409	509		409	509	-19.6%
Sledders	8,368	3,263	156.5%	8,368	3,263	156.5%
Ice Fishermen	1,178	154	-	1,178	154	664.9%
Huron Meadows						
XC Skiers	3,405	1,875	-	3,405	1,875	81.6%
Ice Fishermen	182	52	250.0%	182	52	250.0%
Hudson Mills						
XC Skiers	1,180	621	89.9%	1,180	621	89.9%
Lower Huron						
Ice Skaters	82	316		82	316	-74.0%
Willow						
XC Skiers	242	162	49.4%	242	162	49.4%
Ice Fishing	61	48		61	48	28.0%
Sledders	1,785	1,097	62.8%	1,785	1,097	62.8%
Lake Erie						
XC Skiers	20	4	361.5%	20	4	361.5%
Sledders	102	28	268.7%	102	28	268.7%
Fishing	514	182	182.9%	514	182	182.9%

INTERPRETIVE FACILITIES

January, 2014

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	2,538	3,942	2,538	3,942	-35.6%	\$ 2,449	\$ 861	\$ 2,449	\$ 861	184.5%
Wolcott Mill	852	1,116	852	1,116	-23.7%	\$ -	\$ 120	\$ -	\$ 120	-100.0%
Wolcott Farm	819	1,624	819	1,624	-49.6%	\$ 94	\$ 680	\$ 94	\$ 680	-86.2%
Horse/Tractor Rides						\$ -	\$ -	\$ -	\$ -	100.0%
Livestock/Produce						\$ 4,868	\$ 9,767	\$ 4,868	\$ 9,767	-50.2%
Stony Creek	7,460	8,083	7,460	8,083	-7.7%	\$ 2,343	\$ 3,088	\$ 2,343	\$ 3,088	-24.1%
Indian Springs	3,318	3,476	3,318	3,476	-4.5%	\$ 990	\$ 1,148	\$ 990	\$ 1,148	-13.8%
Kensington NC	7,575	18,150	7,575	18,150	-58.3%	\$ 633	\$ 770	\$ 633	\$ 770	-17.8%
Kensington Farm	1,357	2,677	1,357	2,677	-49.3%	\$ 2,293	\$ 1,389	\$ 2,293	\$ 1,389	65.0%
Horse/Tractor Rides						\$ 692	\$ 989	\$ 692	\$ 989	-30.1%
Livestock/Produce						\$ 15	\$ 322	\$ 15	\$ 322	-95.3%
Mobile Center	951	1,076	951	1,076	-11.6%	\$ 1,261	\$ 1,578	\$ 1,261	\$ 1,578	-20.1%
Hudson Mills	2,908	2,514	2,908	2,514	15.7%	\$ 1,209	\$ 945	\$ 1,209	\$ 945	28.0%
Oakwoods	5,961	9,974	5,961	9,974	-40.2%	\$ 320	\$ 940	\$ 320	\$ 940	-66.0%
Lake Erie	8,477	10,144	8,477	10,144	-16.4%	\$ 167	\$ 212	\$ 167	\$ 212	-21.1%
Totals	42,216	62,776	42,216	62,776	-32.8%	\$ 17,334	\$ 22,809	\$ 17,334	\$ 22,809	-24.0%

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	25	35	416	704	6	6	49	48	2,073	3,190
Wolcott Mill	-	3	-	42	-	-	-	-	852	1,074
Wolcott Farm	3	23	14	424	7	-	340	-	465	1,200
Stony Creek	29	32	669	984	15	7	1,168	364	5,623	6,735
Indian Springs	32	34	596	776	-	-	-	-	2,722	2,700
Kensington NC	29	51	678	1,748	-	3	-	111	6,897	16,291
Kensington Farm	21	20	234	377	-	-	-	-	1,123	2,300
Mobile Center	37	39	951	1,076	-	-	-	-		
Hudson Mills	9	5	408	314	-	-	-	-	2,500	2,200
Oakwoods	16	16	211	250	2	2	107	385	5,643	9,339
Lake Erie	60	81	1,297	1,491	8	-	2,285	-	4,895	8,653
Totals	261	339	5,474	8,186	38	18	3,949	908	32,793	53,682