

AMENDED AGENDA
Huron-Clinton Metropolitan Authority
Board of Commission Meeting
March 10, 2016 – 10:30 a.m.
Hudson Mills Metropark – Activity Center

1. Chairman's Statement
2. Public Participation
3. Minutes – February 11, 2016 Regular Meeting
4. Approval – March 10, 2016 Full Agenda

Consent Agenda

5. **Approval – March 10, 2016 Consent Agenda**
 - a. Approval – December 2015, January 2016, February 2016 Financial Statements and Payment Registers
 - b. Approval – Appropriation Adjustments
 1. December 2015 **pg. 1**
 2. January 2016 **pg. 7**
 3. February 2016 **pg. 9**
 - c. Purchases
 1. Gasoline, All Parks **pg. 11**
 2. Shuttle Buses, Lake St. Clair Metropark **pg. 17**
 3. Skid Steer, Wolcott Mill Metropark **pg. 19**
 4. Ditch Bank Mower, Kensington Metropark **pg. 19**
 5. Tractors, Wolcott Mill and Kensington Metroparks **pg. 23**
 - d. Update – Purchases over \$10,000 **pg. 31**
 - e. Approval – Contract Addendum, DNR Central Reservation System **pg. 33**
 - f. Bids – Dry Boat Storage Chip Seal Surfacing, Stony Creek **pg. 53**
 - g. Approval – Underground Storage Tank Insurance Renewal **pg. 55**
 - h. Approval – Trail Maintenance and Repair Agreement, Milford Township **pg. 57**
 - i. Approval – Lake St. Clair Metropark Nature Center Recreation Passport Grant **pg. 63**

Regular Agenda

6. Legislative Report **pg. 71**
7. Organization Restructure Recommendation **pg. 73**
8. **Reports**
 - A. *Lake St. Clair Metropark*
 1. Approval – South Marina Accessible Dock Location **pg. 79**
 2. Bids – Playground Redevelopment **pg. 85**

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8. Reports

B. Kensington Metropark

1. Approval – Farmers Market **pg. 87**

C. Dexter-Huron Metropark

1. Approval – Letter of Intent, Washtenaw County Border-to-Border Trail **pg. 93**

D. Lower Huron Metropark

1. Approval – Wolverine Pipeline Easement Amendment **pg. 101**

E. Lake Erie Metropark

1. Bids – Plaza Steps Replacement **pg. 155**

F. Administrative Office

1. Update – Natural Resources Department **pg. 159**
2. Update – Planning Department **pg. 161**
3. Update – Development Activities **pg. 163**
4. Report – 2015 Financial Review **pg. 165**
5. Presentation – AARP of Michigan

9. Other Business

10. Staff Officer Update

11. Commissioner Comments

12. Motion to Adjourn

<p>The next regular Board of Commissioners meeting will take place <u>Thursday, April 14, 2016 – 10:30 a.m.</u> Wolcott Mill Metropark – Camp Rotary</p>
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HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Rebecca Baaki, Chief Accountant
Subject: Approval – December 2015 Appropriation Amendments
Date: March 3, 2016

Action Requested: Motion to Approve

That the Board of Commissioners' approve the December 2015 Appropriation Amendments as recommended by Director Phifer and Controller Franchock.

Background: With the implementation of the new ERP system, appropriation amendments are requested as needed within a department, through a workflow process within the system. These requests are first routed to the appropriate Department Head/Park Superintendent for review and approval. Finance provides a final review of the approved requests to verify that they do not negatively affect the Fund Balance.

For December 2015, these transfers totaled \$1,543,985.61. These were primarily a result of yearend budget transfers that the Accounting department performs to cover accounts that were over budget once the year has been finalized.

During the month, there was also three amendments that affected the Fund Balance:

- An increase to Fund Balance of \$18,763.06 as a result of further tax reconciliation with Macomb County.
- A decrease to Fund Balance of \$92,965.85 to correct the Supplemental Major Maintenance Fund roll forward.
- A decrease to Fund Balance of \$3,312.00 related to the use of the 3M TENS grant for Indian Springs.

Attachment: Appropriation Adjustments

December 2015 - Appropriation Adjustments

Function	Location	Increases	Decreases	Difference
Capital	Admin	\$ 39,283.25	\$ 228,407.02	\$ (189,123.77)
	Lake St. Clair	315,477.16	545,223.30	(229,746.14)
	Kensington	36,052.39	55,901.86	(19,849.47)
	Lower Huron	29,739.08	34,951.08	(5,212.00)
	Hudson Mills	30,692.75	44,531.38	(13,838.63)
	Stony Creek	128,397.87	106,766.22	21,631.65
	Lake Erie	50,067.30	37,351.30	12,716.00
	Wolcott Mill	394,558.05	13,832.69	380,725.36
	Indian Springs	80,799.41	87,605.29	(6,805.88)
	Huron Meadows	52,180.35	689.36	51,490.99
	Total	\$ 1,157,247.61	\$ 1,155,259.50	\$ 1,988.11
Major Maintenance	Admin	\$ 516.28	\$ 516.28	-
	Lake St. Clair	184,965.07	273,430.91	(88,465.84)
	Kensington	408,845.70	453,932.70	(45,087.00)
	Lower Huron	89,681.54	103,143.34	(13,461.80)
	Hudson Mills	23,520.17	400.00	23,120.17
	Stony Creek	519,399.29	545,429.49	(26,030.20)
	Lake Erie	4,591.53	33,700.66	(29,109.13)
	Wolcott Mill	110,452.02	51,720.18	58,731.84
	Indian Springs	71,307.43	76,401.43	(5,094.00)
	Huron Meadows	109,552.90	132,673.07	(23,120.17)
	Total	\$ 1,522,831.93	\$ 1,671,348.06	\$ (148,516.13)
Operations	Admin	\$ 6,216.90	-	\$ 6,216.90
	Lake St. Clair	358,763.05	114,248.10	244,514.95
	Kensington	1,140,821.16	619,432.25	521,388.91
	Lower Huron	642,629.53	468,378.48	174,251.05
	Hudson Mills	311,168.94	303,172.50	7,996.44
	Stony Creek	449,909.14	166,354.02	283,555.12
	Lake Erie	365,180.46	184,648.06	180,532.40
	Wolcott Mill	197,607.22	104,907.82	92,699.40
	Indian Springs	310,952.78	221,192.03	89,760.75
	Huron Meadows	214,865.42	125,267.71	89,597.71
	Total	\$ 3,998,114.60	\$ 2,307,600.97	\$ 1,690,513.63
Administrative	Admin	\$ 937,734.41	\$ 2,481,720.02	\$ (1,543,985.61)
	Total	\$ 937,734.41	\$ 2,481,720.02	\$ (1,543,985.61)
Grand Total		\$ 7,615,928.55	\$ 7,615,928.55	-



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Rebecca Baaki, Chief Accountant
Subject: Approval – January 2016 Appropriation Amendments
Date: March 3, 2016

Action Requested: Motion to Approve

That the Board of Commissioners' approve the January 2016 Appropriation Amendments as recommended by Director Phifer and Controller Franchock.

Background: With the implementation of the new ERP system, appropriation amendments are requested as needed within a department, through a workflow process within the system. These requests are first routed to the appropriate Department Head/Park Superintendent for review and approval. Finance provides a final review of the approved requests to verify that they do not negatively affect the Fund Balance.

For the month of January, transfers totaled \$154,980. These were primarily a result of funds transferred to set up budgets for Capital Projects and Capital Equipment purchases.

During January, there were also amendments that affected the Fund Balance due to projects carried over from 2015:

- \$18,000 was used to fund the AO Front Desk remodel major maintenance project.
- 10 capital projects were carried over from 2015 that totaled \$202,510.17

Attachment: January 2016 Appropriation Adjustments

January 2016 - Appropriation Adjustments

Function	Location	Increase	Decrease	Difference
Capital	Admin	\$ 10,990	\$ 50,800	\$ (39,810)
	Kensington		6,000	(6,000)
	Stony Creek		4,990	(4,990)
	Total	\$ 10,990	\$ 61,790	\$ (50,800)
Operations	Lake St. Clair	\$ 68	-	\$ 68
	Kensington	273	-	273
	Lower Huron	205	-	205
	Hudson Mills	137	-	137
	Stony Creek	137	-	137
	Lake Erie	137	-	137
	Wolcott Mill	59,108	59,040	68
	Indian Springs	68	-	68
	Total	\$ 60,133	\$ 59,040	\$ 1,093
Administrative	Admin	\$ 83,857	\$ 34,150	\$ 49,707
	Total	\$ 83,857	\$ 34,150	\$ 49,707
Grand Total		\$ 154,980	\$ 154,980	-

**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners
From: Rebecca Baaki, Chief Accountant
Subject: Approval – February 2016 Appropriation Amendments
Date: March 2, 2016

Action Requested: Motion to Approve

That the Board of Commissioners' approve the February 2016 Appropriation Amendments as recommended by Director Phifer and Controller Franchock.

Background: With the implementation of the new ERP system, appropriation amendments are requested as needed within a department, through a workflow process within the system. These requests are first routed to the appropriate Department Head/Park Superintendent for review and approval. Finance provides a final review of the approved requests to verify that they do not negatively affect the Fund Balance.

For the month of February, these transfers totaled \$3,209,256. These were primarily a result of funds that were transferred to set up budgets for Capital Projects and purchases of Capital Equipment.

During the month, there was one amendment that affected Fund Balance.

- \$14,128.20 was taken from Fund Balance to fund a capital project at Wolcott Mill (a carryover project from 2015).

Attachment: February Appropriation Adjustments

February 2016 - Appropriation Adjustments

Function	Location	Increase	Decrease	Difference
Capital	Admin		\$ 4,990.00	\$ (4,990.00)
	Lake St. Clair	\$ 2,585,600.00	2,585,600.00	-
	Hudson Mills	5,600.00	5,600.00	-
	Stony Creek	194,970.00	189,980.00	4,990.00
	Wolcott Mill	366,066.00	366,066.00	-
	Indian Springs	18,000.00	18,000.00	-
	Total	\$ 3,170,236.00	\$ 3,170,236.00	-
Major Maintenance	Lake St. Clair		\$ 13,840.00	\$ (13,840.00)
	Lower Huron		10,800.00	(10,800.00)
	Hudson Mills		7,100.00	(7,100.00)
	Total		\$ 31,740.00	\$ (31,740.00)
Operations	Lower Huron	\$ 10,840.00	\$ 40.00	\$ 10,800.00
	Hudson Mills	7,100.00		7,100.00
	Lake Erie	13,840.00		13,840.00
	Indian Springs	3,000.00	3,000.00	-
	Total	\$ 34,780.00	\$ 3,040.00	\$ 31,740.00
Administrative	Admin	\$ 4,240.00	\$ 4,240.00	-
	Total	\$ 4,240.00	\$ 4,240.00	-
Grand Total		\$ 3,209,256.00	\$ 3,209,256.00	-



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Maria van Rooijen, Senior Buyer
 Project No: ITB-SH15-032
 Project Title: Gasoline and Diesel Fuel
 Location: All Parks
 Date: March 3, 2016

Action Requested: Motion to Approve

That the Board of Commissioners' award ITB-SH15-032 to the low responsive, responsible bidders, RKA Petroleum Companies, Inc., Atlas Oil Company and Ports Petroleum Company, Inc. as recommended by Senior Buyer Maria van Rooijen and staff.

Fiscal Impact: This is a 2016-budgeted item and approved by the Board at the Nov. 12, 2015 meeting. The budgeted equipment fuel amount for 2016 is \$668,762.

Scope of Work: Furnish and deliver unleaded gasoline and diesel fuel to all Metroparks.

Background: Eighteen governmental agencies collectively bid out unleaded gasoline and diesel fuel with the city of Sterling Heights as the lead agency for the bid. The contract is for a two-year period (February 2016 – January 2018) with an option to extend for an additional two years.

RKA Petroleum is currently the supplier in both the Eastern and Western District. Chapp & Bushey Oil Co. was the supplier in the Southern District. In addition, the new contract pricing is lower than the state of Michigan contract pricing (see attached).

Summary of split award of bid:

Truck Transport: (5,000 gallons per drop minimum) – (RKA Petroleum and Port Petroleum)

- RKA's factors are slightly favorable for gasoline products.
- Port's factors are slightly favorable for diesel products.
 - All products (gasoline and diesel) are available and can be ordered from both vendors, having two vendors provides cooperative members with options as well as a backup vendor.

Tank Wagon: (150 gallons per drop minimum *Metroparks use) – (RKA Petroleum and Atlas Oil)

- RKA's factors are slightly favorable for all gasoline and most diesel products.
- Atlas' factor is favorable for Dyed Diesel No.1.
 - RKA has a minimum order and short-load charge, Atlas does not. As noted above, having two vendors provides options as well as a backup vendor if needed.

Agency Listing

Birmingham	Madison Heights	Southfield
Clinton Township	Novi	Sterling Heights
Eastpointe	Oakland County	Troy
Farmington Hills	Rochester Hills	Warren
Huron-Clinton Metroparks	Royal Oak	Waterford
Livonia	St. Clair Shores	West Bloomfield

Attachment: Bid Tabulation
State Contract Pricing Compared to Recommendation

CITY OF STERLING HEIGHTS
BID TABULATION - OCTOBER 13, 2015
ITB-SH15-032: TRUCK TRANSPORT AND TANK WAGON
DELIVERIES OF UNLEADED GASOLINE AND DIESEL FUEL

TRUCK TRANSPORT FACTORS

Commodity	Est. Gallons	Avg	Atlas Oil Company			Mansfield Oil Company			Petroleum Traders Corp			Ports Petroleum			RKA Petroleum Companies		
			Factor	Price/gal	Ext Total	Factor	Price/gal	Ext Total	Factor	Price/gal	Ext Total	Factor	Price/gal	Ext Total	Factor	Price/gal	Ext Total
Unleaded 87	2,079,000	1.8353	+0.0148	\$1.8501	\$3,846,357.90	+0.01600	\$1.85130	\$3,848,852.70	-0.0075	\$1.8278	\$3,799,996.20	-0.0139	\$1.8214	\$3,786,690.60 *	-0.0243	\$1.8110	\$3,765,069.00
Unleaded Mid-Grade 89	416,000	2.0610	+0.0148	2.0758 *	863,532.80	+0.01950	2.08050	865,488.00	-0.0018	2.0592	856,627.20	-0.0026	2.0584	856,294.40	-0.0208	2.0402	848,723.20
ULS Premium Diesel #2	375,000	2.1230	-0.0154	2.1076	790,350.00	-0.0143	2.10870	790,762.50	-0.0162	2.1068	790,050.00	-0.0193	2.1037	788,887.50	+0.00120	2.1242	796,575.00
ULS Diesel #2	624,000	2.0928	-0.0154	2.0774	1,296,297.60	-0.0193	2.07350	1,293,864.00	-0.0276	2.0652	1,288,684.80	-0.0293	2.0635	1,287,624.00	-0.0108	2.0820	1,299,168.00
Totals					\$6,796,538.30			\$6,798,967.20			\$6,735,358.20			\$6,719,496.50			\$6,709,535.20

TANK WAGON FACTORS

Commodity	Est. Gallons	Avg	Atlas Oil Company			Mansfield Oil Company			Petroleum Traders Corp			Ports Petroleum			RKA Petroleum Companies		
			Factor	Price/gal	Ext Total	Factor	Price/gal	Ext Total	Factor	Price/gal	Ext Total	Factor	Price/gal	Ext Total	Factor	Price/gal	Ext Total
Unleaded 87	185,400	1.8353	+0.0995	\$1.9348	\$358,711.92	+0.2928	\$2.1281	\$394,549.74	N/B			+0.3000	\$2.1353	\$395,894.62	+0.0848	\$1.9201	\$355,986.54
Unleaded Mid-Grade 89	171,800	2.0610	+0.0995	2.1605	371,173.90	+0.2928	2.3538	404,382.84	N/B			+0.3000	2.3610	405,619.80	+0.0848	2.1458	368,648.44
ULS Premium Diesel #2	18,500	2.1230	+0.0995	2.2225	41,116.25	+0.3133	2.4363	45,071.55	N/B			+0.3000	2.4230	44,825.50	+0.0968	2.2198	41,066.30
ULS Diesel #2	88,100	2.0928	+0.0995	2.1923	193,141.63	+0.2933	2.3861	210,215.41	N/B			+0.3000	2.3928	210,805.68	+0.0848	2.1776	191,846.56
ULS Dyed Diesel #2	102,000	2.1009	+0.0995	2.2004	224,440.80	+0.2933	2.3942	244,208.40	N/B			+0.3000	2.4009	244,891.80	+0.0848	2.1857	222,941.40
ULS Dyed Diesel #1	200	2.5016	+0.0995	2.6011	520.22	+0.9933	3.4949	698.98	N/B			+0.4000	2.9016	580.32	+0.2202	2.7218	544.36
Totals					\$1,189,104.72			\$1,299,126.92			\$0.00			\$1,302,607.72			\$1,181,033.60

ADDITIONAL TERMS AND CONDITIONS

	Atlas Oil Company			Mansfield Oil Company			Petroleum Traders Corp			Ports Petroleum			RKA Petroleum Companies		
	Factor	Price/gal	Ext Total	Factor	Price/gal	Ext Total	Factor	Price/gal	Ext Total	Factor	Price/gal	Ext Total	Factor	Price/gal	Ext Total
Short load charge - TRUCK (5,000-8,000 gals)		\$50			\$70			\$50			\$75			\$50	
Short load charge - TANK WAGON		\$0			\$0			N/B			N/B			\$0 - 150 to 5,000, \$100 < 150	
Minimum delivery w/no charge - TANK WAGON		No minimum			500 gallons			N/B			500 gallons			150 gallons	
Volume/Gallons, SE MI		200,000,000			99,955,000 +			5,200,000			> 10,000,000			100,000,000	
Terms		net 30			net 30			net 30, or net 10 w/.0005 gal discount			net 30			net 30, or net 15 w/.0005 gal discount	
Split order charge		\$35.00			\$40.00			\$40.00			\$55.00 (if not at same address)			\$35.00	
Delivery Time		24 hours			24 hours			24 hours			24 hours			24-48 hours	

OPIS Detroit Michigan Rack Average - Purchasing adjusted several to maintain continuity to benchmark.

* Adjusted by Purchasing

N/B - No Bid Submitted

Bid by Foster Blue Water Oil Co. was received late, unopened.

All factors above include: Federal LUST (Leaking Underground Storage Tank) tax, State UST (Underground Storage Tank) Fee, and Federal Environmental Recovery Fee.

State of Michigan Gasoline Pricing Compared to Recommendation

Commodity	Ave	Atlas Oil Company			Ports Petroleum		
		Factor	Price/Gal	Ext Total	Factor	Price/Gal	Ext Total
Unleaded 87	1.8353	+ .0995	\$1.9348	\$ 358,711.92	+ .3000	\$2.1353	\$ 395,884.62
Unleaded Mid-Grade 89	2.0610	+ .0995	2.1605	371,173.90	+ .3000	2.3610	405,619.80
ULS Premium Diesel #2	2.1230	+ .0995	2.2225	41,116.25	+ .3000	2.4230	44,825.50
ULS Diesel #2	2.0928	+ .0995	2.1923	193,141.63	+ .3000	2.3928	210,805.68
ULS Dyed Diesel #2	2.1009	+ .0995	2.2004	224,440.80	+ .3000	2.4009	244,891.80
ULS Dyed Diesel #1	2.5016	+ .0995	2.6011	520.22	+ .4000	2.9016	580.32
Totals				\$ 1,189,104.72			\$ 1,302,607.72

Commodity	Ave	RKA Petroleum Companies			State of Michigan		
		Factor	Price/Gal	Ext Total	Factor	Price/Gal*	Ext Total
Unleaded 87	1.8353	+ .0848	\$2.1353	\$ 355,986.54	+ .1553	\$1.8353	\$ 368,946.00
Unleaded Mid-Grade 89	2.0610	+ .0848	2.1458	368,648.44	+ .1702	2.0610	383,114.00
ULS Premium Diesel #2	2.1230	+ .0848	2.2198	41,066.30	+ .1553	2.1230	42,180.00
ULS Diesel #2	2.0928	+ .0848	2.1776	191,846.56	+ .1310	2.0928	195,582.00
ULS Dyed Diesel #2	2.1009	+ .0848	2.1857	222,941.40	+ .1119	2.1009	225,420.00
ULS Dyed Diesel #1	2.5016	+ .2202	2.7218	544.36	+ .1119	2.5016	522.00
Totals				\$ 1,181,033.60			\$ 1,215,764.00

*Bid Average



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Maria van Rooijen, Senior Buyer
 Project No: RFP 16-013
 Project Title: Shuttle Coach Units
 Location: Lake St. Clair Metroparks, Macomb County
 Date: March 3, 2016

Bids Opened: Wednesday, February 10, 2016 at 2:00 p.m.

Action Requested: Motion to Approve

That the Board of Commissioners' award RFP 16-013 to the low responsive, responsible bidder Transportation Equipment Sales in the amount of \$120,959 as recommended by Senior Buyer Maria van Rooijen and staff.

Fiscal Impact: This is a Capital Equipment 2016-budgeted item and approved by the Board at the Nov. 12, 2015 meeting. The shuttle buses are \$19,041 under budget.

Scope of Work: Furnish and deliver two (2) 2016 Ford E-450 Shuttle Coach Buses, one unit is ADA compliant with wheelchair spaces, accommodates 24 passengers and costs \$68,704. The second unit is a Standard unit Coach Bus, accommodates 26 Passengers and costs \$52,165.

Background: These two units will replace the trains/trams at Lake St. Clair Metropark for shuttling patrons from one location to another within the park. In addition, the coach buses will also be able to transport patrons in inclement weather.

The current two-unit tram Specialty Ultra 4000 unit was purchased in 1995 for \$68,000 and a refurbished unit was purchased in 2008 for \$21,000. Both units experienced a lot of engine trouble and were often out of service. Because of the uniqueness of the trams, repair parts were hard to find. Both units will be sold in the upcoming auction.

Ford Motor Company will back the warranty for the buses.

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Transportation Equipment Sales	Oregon, OH	\$120,959.00
Jorgensen Ford Sales Inc.	Detroit, MI	\$130,000.00
Mobility Transportation Services	Canton, MI	\$136,300.00
Davey Coach Sales Inc.	Sedalia, CO	\$140,000.00



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Maria van Rooijen, Senior Buyer
 Project No: RFQ 16-012
 Project Title: Skid Steer Loader
 Location: Wolcott Mill Metropark, Macomb County
 Date: March 3, 2016

Bids Opened: Tuesday, February 9, 2016 at 2:00 p.m.

Action Requested: Motion to Approve

That the Board of Commissioners' (1) award RFQ 16-012 to the low responsive, responsible bidder, Dick Coulter, Inc. in the amount of \$44,209.02; (2) and approve a transfer of funds within the Capital Equipment account to cover the \$9,209.02 over budget amount as recommended by Senior Buyer Maria van Rooijen and staff.

Fiscal Impact: This item was included in the 2016 Capital Equipment budget for \$35,000; and approved by the Board at the Nov. 12, 2015 meeting. However, the item is \$9209.02 over budget. With Board approval, funds will be transferred from within the Wolcott Mill Capital Equipment budget to cover the shortage.

There is no impact on Fund Balance as a result of this purchase.

Scope of Work: Furnish and deliver a new Holland C227-T4B track loader equipped with two speeds.

Background: This is a new item for the Wolcott Mill Farm Center; the unit will be used to clean the goat, sheep and horse barn as well as various other items at the farm.

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Doug Coulter, Inc.	North Branch, MI	\$44,209.02
Southeastern Equipment Co.	Novi, MI	\$45,347.30
United Rentals, Inc.	Romulus, MI	\$47,285.00
Flint New Holland	Richmond, MI	\$48,909.02
Michigan CAT	Brownstown, MI	\$49,716.00
D&G Equipment	Williamston, MI	\$50,039.94
Palmer Engineering International, LLC	Coconut Creek, FL	\$53,389.00
Klochko Equipment Rental Co.	Melvindale, MI	\$55,370.00
Bhayana Brothers, LLC	Pittsburgh, PA	\$55,719.94
Weingartz	Farmington, MI	\$57,250.0

Attachment: Skid Steer Loader Photo

Skid Steer Loader





HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Maria van Rooijen, Senior Buyer
 Project No: ITB-16-014
 Project Title: Ditch Bank Mower
 Location: Kensington Metropark, Oakland County
 Date: March 3, 2016

Bids Opened: Friday, February 12, 2016 at 2:00 p.m.

Action Requested: Motion to Approve

That the Board of Commissioners' award ITB 16-014 to the low responsive, responsible bidder, Flint New Holland in the amount of \$94,072.00 as recommended by Senior Buyer Maria van Rooijen and staff.

Fiscal Impact: this is a 2016-budgeted item, approved by the Board at the Nov. 12, 2015 meeting and is under budget by \$10,928.

Scope of Work: Furnish and delivered a New Holland TS6 Tractor with a Tiger Bengal Brute Boom Mower LRS (legal rear stow).

Background: This is a new item; this mower will allow park maintenance staff to get into the ditches and steep areas within the park to remove debris, trees etc. This unit will be shared by other parks and will need to travel on the main roads, a legal rear stow is included on the unit for traveling purposes.

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Flint New Holland	Burton, MI	\$94,072.00
Flint New Holland*	Burton, MI	\$88,648.00
* (Alternate NO legal rear stow)		
D&G Equipment	Williamston, MI	\$100,849.44
D&G Equipment	Williamston, MI	\$105,447.44
Bader & Sons	Portland, MI	\$122,181.96

Attachment: Ditch Bank Mower Photo





HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Maria van Rooijen, Senior Buyer
 Project No: ITB 16-015
 Project Title: Tractors
 Location: Wolcott Mill and Kensington Metroparks, Macomb County and Oakland Counties
 Date: March 3, 2016

Bids Opened: Friday, February 12, 2016 at 2:00 p.m.

Action Requested: Motion to Approve

That the Board of Commissioners (1) award ITB 16-015 to the low responsive, responsible bidder, Rosy Bros, Inc. in the amount of \$110,670; (2) and approve the transfer of funds within the Capital Equipment to cover the \$695 over budget amount for Kensington tractor as recommended by Senior Buyer Maria van Rooijen and staff.

Fiscal Impact: These are Capital Equipment 2016-budgeted items and was approved by the Board at the Nov. 12, 2015 meeting. The Kensington tractor was budgeted at \$50,000 and is over budget by \$695 with a total cost of \$50,695. The Wolcott Mill tractor was budgeted for \$65,000 and is under budget by \$5,025 for a total cost of \$59,975. Staff will transfer funds from the Wolcott mill Capital Equipment account to cover the shortage for the Kensington tractor.

The cost for the tractor with loader for Wolcott Mill is \$59,975 and is under budget by \$5,025.

Scope of Work: Furnish and deliver two (2) two Kubota M5-1111HDC12 tractors, one unit to include a loader.

Background: The tractor will be a new unit for Kensington and a replacement unit for Wolcott Mill. Staff currently has several Kubota tractors, which have held up well. Staff is also working to have more uniformity in equipment within the parks so that repairs parts can be more easily shared.

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Rosy Bros, Inc.	Dryden, MI	\$110,670.00
Tri County Equipment, Inc.*	Lapeer, MI	\$102,624.94
Wolverine Rental & Supply, Inc.	Ann Arbor, MI	\$114,468.49
Boullion Sales, Inc.	Dexter, MI	\$114,897.84
Weingartz Supply	Utica, MI	\$120,739.30
Spartan Distributors	Auburn Hills, MI	\$123,542.17

**Tri County Equipment, Inc. bid a John Deere*

Attachment: Tractor Photo

Kubota Tractor





HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: George Phifer, Director
 Subject: Update – Purchases over \$10,000
 Date: March 3, 2016

Action Requested: Motion to Receive and File

That the Board of Commissioners' receive and file the update for purchases over \$10,000, up to, and including \$25,000 as submitted by Director Phifer and staff.

Background: On May 9, 2013, the Board approved the updated financial policy requiring the Director to notify the Board of purchases exceeding \$10,000, up to, and including \$25,000.

The following list is purchases exceeding the \$10,000 threshold:

<u>Vendor</u>	<u>Description</u>	<u>Price</u>
Poco Sales, Inc.	Pathfinder Signs for Macomb and Wayne Counties	\$23,966.95
Midwest Golf & Turf	Beverage Cart – Kensington	\$20,280.45
Titleist Golf Division	Golf Sundries	\$13,252.00
Midwest Golf & Turf	Beverage Cart – Stony Creek	\$10,465.45

**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners
From: Mike Brahm-Henkel, Manager of Engineering
Subject: Approval – Contract Addendum, DNR Central Reservation System
Location: Lake St. Clair Metropark, Macomb County
Date: March 3, 2016

Action Requested: Motion to Approve

That the Board of Commissioners' approve the addendum to the existing contract between the Huron-Clinton Metroparks and the Michigan Department of Natural Resources to extend the termination date of the current contract to October 31, 2019 as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

Background: As part of the \$2.35 million Waterways Grant Funding Agreement in 2009 for the reconstruction of the South Marina at Lake St. Clair Metropark, the Metroparks agreed to participate in the state of Michigan's online Centralized Reservation System (CRS). The reservation system allows users to reserve and pay for boat slips through the DNR website as well as through the toll free 1-800-47-PARKS number.

The original contract was executed on Jan. 26, 2010 and will expire Oct. 31, 2016 as stated in section VI of the current agreement. The addendum will extend the length of the contract to Oct. 31, 2019.

Both the contract and addendum have been reviewed and approved by Miller Canfield.

**Attachment: Addendum to Contract for Centralized Reservation System
Original Contract for Centralized Reservation System
Waterways Grant Agreement**

CONTRACT ADDENDUM (1)

Between the
**Michigan Department of Natural Resources
Parks and Recreation Division**
and the
Huron-Clinton Metropolitan Authority
Regarding the
Participation In and Use of the Central Reservation System

The State of Michigan, **Department of Natural Resources** (DNR), Parks and Recreation Division (PRD), and the **Huron-Clinton Metropolitan Authority** (Community), 13000 High Ridge Drive, Brighton, MI 48114, do hereby agree to the terms and conditions of this Addendum to the Central Reservation System (CRS) Contract between the above stated parties executed on January 26, 2010. Where the Contract may conflict with this Addendum, the Addendum shall control the agreement between the parties.

The Contract shall be amended as follows:

1. This Contract is hereby extended to **October 31, 2019** in accordance with Section VI, "Effect and Termination" of the Contract.

The terms and conditions of this Addendum shall take effect on the day this Addendum is executed.

The undersigned signatories are authorized to contractually bind their entity and agree that this Contract constitutes an appropriate recognition of DNR's jurisdiction in recreational and natural resource management and the Community's jurisdiction in the sphere of operating a harbor/marina.

COMMUNITY

Name

Title

Date

Name

Title

Date

DNR

Name

Title

Date

Name

Title

Date

CONTRACT

Between the
**Michigan Department of Natural Resources
Parks and Recreation Division**
and the
Huron-Clinton Metropolitan Authority
Regarding the
**Payments to the Community for Transient Boat Slip Revenue Collected by a
Centralized Reservation System**

I. Purpose

The purpose of this Contract is to document the understanding between the **Michigan Department of Natural Resources** (MDNR), Parks and Recreation Division (PRD) and **Huron-Clinton Metropolitan Authority**, hereafter known as the Community, regarding the Payments to the Community for Transient Boat Slip Revenue Collected by a Centralized Reservation System at Metro Beach South Marina.

II. Statutory Considerations

The Natural Resources and Environmental Protection Act (the NREPA, 1994 PA 451, as amended: MCL 324.101 *et seq*) reestablished Michigan's system of waterways. In section 78105 of the NREPA (MCL 324.78105), the Legislature found and declared that the duty of the Department was to acquire, construct, and maintain harbors, channels, and facilities for vessels in the navigable waters lying within the boundaries of the state of Michigan. Section 78105 of the NEPRA further indicates that the department, in implementing its responsibilities under the NREPA, may enter into contracts and other necessary agreements.

III. Reservation System Operation

To better serve the boating public a system whereby a boater can make a reservation for a slip in advance of their arrival has been instituted.

The Central Reservation System (CRS) is designed to mirror the policies, procedures and dynamics of the existing boat slip registration/harbor management process wherever possible.

The purpose of this program is to provide a user-friendly boat slip reservation system with easy access through multiple sales channels (harbor, call center, Internet). This should be accomplished with as little change to the existing harbor policies/procedures or CRS structure as possible.

1. Reservations for boat slips are all processed through a single, Toll Free number. Changes to those reservations are processed through that same number. Reservations will be processed by the CRS call center between the hours of 8:00 AM and 8:00 PM, Monday through Friday and 9:00 AM to 5:00 PM on Saturdays and Sundays. All hours are Eastern Standard/Daylight Savings Time
2. The Toll Free number to call when making reservations for slips is 1-800-44PARKS (447-2757). This number is accessible from anywhere in North America.
3. Reservations will be made available on the Internet 7x24x365 at www.michigan.gov/dnr. Only DNR-approved credit cards may be utilized for payment of Internet reservations (currently Visa, MasterCard, and Discover).
4. Reservations will be made slip-standard in the system. To make the most efficient use of the slip space available slip assignment will be made by the Harbormaster, or harbor staff person, on the day of arrival.
5. The number of slips and the configuration of that reservable quantity (by slip size) will be determined by the Harbormaster as approved by PRD.
6. Reservations will be accepted up to six(6) months (to the date) in advance of the arrival date.
7. Payment must be made in full when placing a reservation. Visa, MasterCard, and Discover, check or money order may be used. NOTE: If paying by check or money order, the boater must call the reservation center at least fifteen(15) days in advance of their arrival date. The boater must then immediately mail the check in to the reservation center. If the reservation center has not received the check within ten(10) calendar days of the date the reservation was made, the reservation will be cancelled. Checks must be payable to "State of Michigan" and mailed to:

**Michigan Central Reservation System
P.O. Box 450,
Cumberland, MD 21501-0450**

8. There will be no pay-upon-arrival reservations placed.
9. Users of the CRS will be charged a Non-Refundable Fee of \$8 to place a reservation.
10. All system users will receive a postcard of confirmation of their reservation as long as the reservation was placed at least ten(10) days in advance. Reservations placed through the Internet will receive confirmation information via e-mail.
11. Confirmed reservations will be held until 5:00 PM on the date of arrival. If a boater will be arriving after 5:00 PM, the boater must contact the Harbormaster to notify staff of late arrival.

12. Reservation cancellations must be received before the day of arrival in order to qualify for a refund. If notice of cancellation is received by the call center before the day of arrival, a full refund will be issued minus a \$10 Cancellation Fee in addition to forfeiture of the \$8 Reservation Fee.
13. Cancellations received on the day of arrival will be charged that night's slip rental. The balance of the reservation payment minus the \$8 Reservation Fee will be refunded.
14. Confirmed reservations that fail to arrive or call by 5:00 PM will be considered cancelled reservations and charged one(1) night's slip rental plus a \$10 Cancellation Fee. The balance of the reservation (less the Reservation Fee) will be refunded. The cancelled slip will be made available for float-in use.
15. All slips will be rented using the fee schedule titled "Michigan State Waterways Commission Transient Rate Schedule For Reservations". This rate schedule will be applied to BOTH reserved slip nights as well as float-in use.
16. The system will allow for the "double-booking" of slips by the Harbormaster only (not CRS) through the use of "auxiliary" sites. This will allow for "rafting" and double-use of slips not fully utilized by a single craft.
17. Information needed when placing a reservation: Harbor name, Arrival Date, Departure Date, Boat Size (length, width, draft), Boat Type (Power or Sail), Name, full address and phone number of customer; Boat Registration Number (MC or other), Payment Method, number and expiration date of Credit Card, if used.

IV. *Community Responsibilities*

It is the responsibility of the Community to operate its Harbor/Marina in accordance with the reservation system described above.

Refunds for float-ins that paid cash or check will be paid by the Harbormaster.

Cash and checks received at the harbor will be retained by the Community but will incur a Commission Fee for each slip/night.

All requests for CRS hardware and software assistance, should be documented on a "CRS Incident Log", see **Attachment A**. Copies of these logs should be kept in a binder near the CRS telecommunication equipment.

V. *Department Responsibilities*

The CRS Contractor will provide, install, and support all hardware, software and telecommunication equipment necessary to communicate with the centralized database

and run the slip rental operation. Additionally the CRS Contractor will pay all Telecommunication Fees and maintain and repair all systems. The Community shall have access to the CRS Contractor's toll-free help desk.

Payments

PRD agrees to pay Community its share of revenues collected by the PRD's Contractor for slip reservations.

Payments will be made monthly.

Payments will be based on the prior month's activity.

Monthly reports will be generated from the CRS Contractor and submitted to PRD. In turn, these reports will also be submitted to the Community's designated representative electronically.

The report will identify the following items:

Number of slip/nights paid

Gross amount collected by all sales channels

Number of and Dollar Amount of Credit Card Transactions

Cancellation Fees

Refunds Paid

Dollar Amount of forfeited nights

Cash/Check amount collected at facility location

Net amount collected per month by all sales channels (Net amount =Gross minus cancellations, refunds paid and dollar amount of forfeited nights)

PRD will use the amounts identified by the report to calculate the amount to be repaid to the community using the following formula:

Net Amount of Revenue Collected for Location

MINUS - Cash/checks collected at facility

MINUS - \$3.00 X number of slip/nights paid for reservations and float-ins

MINUS - Credit Card Fees currently at 2% of net Credit Card sales as of December 2002.

Equals - Amount to be repaid to the community for the month. Note: Credit Card Fees above may be adjusted at the end of the season. These are pass-through costs based on an average percentage of costs for the previous season. The Community will be charged only for the actual cost to the State.

Financial reconciliation for each boating season will be concluded no later than thirty(30) days after the close of the season. Close of season will be September 30th of each year. PRD agrees to forward final payments (including any adjustments) to the Community within thirty(30) days of the close of season. In the event of an overpayment, the Community agrees to return any overpayment to PRD within thirty(30)

days of notification of overpayment. The Community must identify the return payment for "CRS Harbors".

PRD may assess the Community a \$10 per day Late Fee for every day beyond the designated due date that the overpayment is not returned. Failure to return the overpayment on time will be grounds for PRD to terminate the Contract.

Payments made to the State will be made out to:

State of Michigan

Payments shall be sent to:

Cashier's Office
Michigan Department of Natural Resources
P.O. Box 30451
Lansing, MI 48909-7951

Payments made to the Huron-Clinton Metropolitan Authority will be made out to:

and sent to:

Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
Brighton, MI 48114
Attn: Jason Kulongowski
(810) 227-2757 ext 5176

For communication purposes the Huron-Clinton Metropolitan Authority email address is:

jason.kulongowski@metroparks.com

Training

The CRS Contractor will provide the following training and manuals:

- a. Annual training in the use of the workstation application(s).
- b. Easy-to-use manuals prior to the implementation of the reservation system, including:
 1. A user manual on the normal operation of the workstations as well as the procedures for basic problem resolution.

VI. Effect and Termination

This Contract is effective immediately after both parties have signed this Contract and shall remain in effect until October 31, 2016.

VII. Ownership

The CRS Contractor shall own all hardware, software or products provided to the Community for the intent to operate the CRS. PRD shall own all data relating to the CRS.

VIII. Terms and Conditions

Indemnification

Each party to this Contract must seek its own legal representative and bear its own costs; including judgements, in any litigation which may arise from performance of this Contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

The Community hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to Community, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of officers, employees, or agents of the Community, in reference to the activities authorized by this Contract.

Closeout

When this Contract is concluded or terminated, within thirty(30) calendar days, the Community shall provide the State with all hardware and software made available and required as a condition to do business with the CRS Contractor.

Both parties agree to settle any under/overages immediately and process payment to the State or Community within thirty(30) calendar days from the date the Contract is concluded or terminated.

Modification of Contract

This Contract may be modified at any time as long as both parties are in agreement. Such amendments shall be in writing and signed by a representative with authority.

All language included in this Contract is subject to decisions made by the Michigan State Waterways Commission and/or the Department of Natural Resources. The decisions made by these governing bodies supercede the language included in this Contract and are effective as indicated by them.

Dispute Resolution

In the event of a dispute, the Community shall first attempt resolution with the Contract Administrator. If issues can not be resolved, the Community shall contact the PRD contact identified below.

Non-Discrimination

The parties agree not to discriminate against an employee or applicant for employment With respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Contract.

Third Party Beneficiaries

This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

The Community shall not have the right to assign the Contract or to assign or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Community may not assign the right to receive money due under the Contract without the prior written consent of the State Purchasing Director.

IX. Issuing Office and Contract Administration

This Contract is issued by the Michigan Department of Natural Resources (MDNR), Parks and Recreation Division (PRD).

PRD is the office authorized to change, modify, amend, alter, clarify, etc., this Contract. All communications concerning this Contract must be addressed to:

Brenda Mikula
MDNR, PRD
120 'A' Street
Cheboygan, MI 49721
mikulab@michigan.gov
231.597.0472

The person named below or in their absence another person so designated shall be authorized to administer the Contract on a day-to-day basis during the term of the Contract. The Contract Administrator for this project is:

Denise Gruben
MDNR, OLAF
P.O. Box 30033
Lansing, MI 48909
grubend@michigan.gov
517.335.4036

X. Signatory Recognitions

The undersigned signatories are authorized to contractually bind their entity and agree that this Contract constitutes an appropriate recognition of MDNR's jurisdiction in recreational and natural resource management and Community's jurisdiction in the sphere of operating a harbor/marina.

Community

MDNR

Name

Name

Title

Title

Date

Date

Name

Name

Title

Title

Date

Date

WATERWAYS GRANT AGREEMENT

Harbors and Docks – Mooring Construction

THIS WATERWAYS GRANT AGREEMENT (the "Agreement") is made as of February 20, 2008,⁹ between the Huron-Clinton Metropolitan Authority, MACOMB COUNTY, MICHIGAN (the "HCMA") and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, a principal department of the State of Michigan (the "Department").

WHEREAS, the HCMA is an important center of recreational boating activity and serves as a refuge point for shallow-draft recreational vessels;

WHEREAS, the HCMA has asked that the Department assist the HCMA in the renovation of the Metro Beach Metropark South Marina, which includes dock replacement, 1,460 lineal feet of seawall and abutting concrete walkway and shower/restroom replacement (the facilities);

WHEREAS, the HCMA and Department jointly participated in the engineering study for the preparation of plans and specifications for the facilities; and

WHEREAS, the Department is willing to assist the HCMA to construct the facilities, which are estimated to cost Four Million Seven Hundred Thousand dollars (\$4,700,000.00), with the Department agreeing to pay 50% of the estimated cost, and is not to exceed Two Million Three Hundred Fifty Thousand dollars (\$2,350,000.00).

NOW, THEREFORE, in consideration of the Agreement's mutual promises and undertakings, the parties agree as follows:

1. The Department shall:

(a) grant to the HCMA a sum of money equal to 50% of the cost of construction of the facilities called for by the plans and specifications, including final engineering costs, but not to exceed Two Million Three Hundred Fifty Thousand dollars (\$2,350,000.00). The final reimbursement amount to the HCMA, minus the project management fee, will be Two Million Two Hundred Seventy nine Thousand Five Hundred dollars (\$2,279,500.00). The words "plans and specifications" shall mean the plans and specifications developed for the HCMA for the facilities prepared by a consulting firm duly licensed to perform professional services within the State of Michigan (the "State").

- (b) release State funds as reimbursement according to the following:

Acceptance by the HCMA of this Agreement, written Department approval of final plans and specifications (bidding documents), receipt of all necessary permits, award of contract to a competent contractor (licensed in the State of Michigan) to accomplish the work called for by the plans and specifications following bidding procedures acceptable to the Department and HCMA, and receipt of payment reimbursement requests.

The final ten (10) percent shall be paid upon completion of work and receipt of progress payment requests from the contractor that are approved for payment by the designated project manager. The final ten (10) percent of State funds shall be paid upon completion of the project and 60 days after receipt of project cost documentation to the Department by the HCMA or completion of an audit of the expenditures for the facilities by the Department, whichever occurs first.

- (c) make the resources of the Department and the experience gained by the Department operating similar boating projects available to the HCMA.

- (d) provide for the routine inspection of the facilities, including all equipment and buildings.

2. The HCMA shall:

- (a) immediately appropriate the sum of Two Million Three Hundred Fifty Thousand dollars (\$2,350,000.00) for the project, which represents fifty (50) percent of the total cost of the project work called for by this Agreement. Any additional funds needed to complete this work, called for in this Agreement, shall be provided by the HCMA.

- (b) construct the facilities to the satisfaction of the Department, and to provide the funds, services, and materials necessary to satisfy this Agreement. There shall be no deviation from the plans and specifications without the express written consent of Chief of the Parks and Recreation Division. Proceeding with unauthorized changes shall result in excluding the work from State fund eligibility. Upon completion of the project, a final set of "as built" plans shall be submitted to the Department on a CD in an appropriate format.

- (c) use all funds granted by the Department to this Agreement solely for the conduct and completion of the project work within three (3) years from the date of this Agreement. The HCMA shall maintain satisfactory financial accounts, documents and records

and shall make them available to the Department for auditing at reasonable times. The HCMA shall retain all accounts, documents, and records for the facilities for not less than three (3) years following completion of construction.

(d) permit Department review and approval of all professional services agreements, project contracts, bidding documents, specifications and final engineering drawing plans before being sent out to bid. The Department must approve all change orders before being initiated. The Department shall have a representative on the selection panel for all contracts. All contracts shall have the Department listed as co-owner.

(e) ensure that all premises, buildings, and equipment-related procedures comply with all applicable State and Federal regulations for employee and public safety and with all applicable construction codes. All facilities shall comply with the barrier free design requirements of the Utilization of Public Facilities by Physically Handicapped Act, MCL 125.1351 *et seq.* The HCMA shall submit a written report to the Department annually in which any safety issues, identified through inspections, are listed and compliance procedures are outlined. If the Department determines the HCMA has failed to correct any safety issues, the Department will have the necessary work completed and the HCMA shall pay 105% of the cost of the work.

(f) construct the facilities authorized under this Agreement, and the land and water access ways to those facilities, only in accordance with the plans and specifications approved by the Department.

3. After the facilities are constructed, the HCMA shall:

(a) establish or assign a competent and proper agency of the HCMA to operate the facilities, to regulate the use of the facilities, and to provide for maintenance for the facilities to the satisfaction of the Department.

(b) provide to the Department for approval, a complete tariff schedule containing all charges to be assessed against watercraft utilizing the facilities and to provide any amendment to the schedule to the Department for approval before becoming effective. Any fee schedule adopted by the HCMA shall provide for sufficient income to defray operating and maintenance expenses of the project exclusive of depreciation. The HCMA shall not impose fees for the use of the facilities unless they have been specifically approved by the Department in writing. Any net revenues accruing from the operation of the facilities shall be separately accounted for and reserved in a restricted fund by the HCMA for the future maintenance or expansion of the facility or, with the Department's approval, for the construction of other

recreational boating facilities. The HCMA shall request, no more than once annually, approval to vary from fee rates set by the Michigan State Waterways Commission.

(c) enforce all State statutes and local ordinances pertaining to marine safety, licensing of watercraft, and the dispensing of marine fuel within the HCMA.

(d) furnish the Department, upon request, detailed statements covering the annual operation of the facilities, including boat traffic, income, and expenses for the 12 months ending December 31 of each year.

(e) hold the State of Michigan and the Department harmless from damages or any suits brought against the HCMA due to construction, maintenance or operation of the facilities.

(f) maintain throughout the life of this Agreement suitable signs for both land and water approaches designating this project as having been constructed by the HCMA and the Department. The size, color, and design of these signs shall be approved by the Department before being constructed.

(g) adopt the ordinances or resolutions as required to effectuate this Agreement. The HCMA shall forward certified copies of all the ordinances and resolutions to the Department before their effective date.

(h) participate in the State Harbor Reservation System.

(i) provide, upon the Department's request, one seasonal boat slip at no cost for Department-owned vessels.

4. The Department shall co-administer all contracts and project management with the HCMA. The HCMA shall comply with all State statutes applicable to the facilities, including wage rates.

5. The HCMA must submit all reports, documents, or actions required by this Agreement to the Chief, Parks and Recreation Division, Department of Natural Resources, Mason Building, Third Floor, P.O. Box 30257, Lansing, Michigan 48909. The HCMA must submit invoices for reimbursement within ninety (90) days of invoice date.

6. Nothing in this Agreement shall be in any way construed to impose any obligation of whatsoever nature, financial or otherwise, upon the Department for the operation or maintenance of any recreational boating facilities.

7. All of the facilities constructed pursuant to this Agreement, or pursuant to any amendments or extensions of this Agreement, shall be reserved in perpetuity by the HCMA for the exclusive use and/or rental, on a daily basis, by the operations of transient recreational watercraft, unless otherwise authorized in writing by the Department.

8. Commercial operations of any type shall not be permitted to regularly use any of the facilities or to be located on the facilities without the prior written approval of both the HCMA and the Department.

9. The facilities and the land and water access ways to the facilities shall be open to the public at all times on equal and reasonable terms, and that no individual shall be denied access to, or the use of, the facilities on the basis of race, color, religion, national origin, or ancestry contrary to the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.* or the Persons with Disabilities Civil Rights Act 1976 PA 220, MCL 37.1101 *et seq.*, and any violation of this requirement shall be a material breach of contract, subject to penalties as provided in this Agreement.

In connection with this Agreement, the HCMA shall:

(1) comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The HCMA agrees to include this covenant, not to discriminate in employment, in every subcontract entered into for the performance of this real estate contract. A breach of this covenant is a material breach of this Agreement.

(2) send, or its collective bargaining representative shall send, to each labor union representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative its commitments under this Agreement.

10. The HCMA represents that it possesses good and clear title to all lands involved in this project, and that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights of any lands connected with or affected by this project.

11. The facilities constructed under this Agreement shall not be wholly or partially conveyed, either in fee or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the title, ownership, or right of maintenance or control by the HCMA without the Department's prior written approval.

12. Any failure by the HCMA to abide by any of the conditions, promises, or undertakings contained in this Agreement shall constitute a material breach of this Agreement. A material breach of this Agreement could result in an "ineligibility" status with all Department-administered grant programs until the breach is corrected. Further, a material breach of this Agreement by the HCMA shall entitle the Department to the following options:

(a) To purchase the facilities and the right of access over HCMA property to the facilities at the existing value of the facilities, less any financial contribution made by the Department. The value of the facilities shall be determined by three competent appraisers; one to be selected by the HCMA, one to be selected by the Department, and the third to be selected by the first two appraisers. The Department and the HCMA shall equally share the total fees of these appraisers, including expenses. The appraisal shall be limited to the value of the facilities for the construction, repair, or rehabilitation in which the facilities are located. No value shall be assigned to the right of access to the facilities over HCMA property. The Department shall have ninety (90) days from the date of receipt of the appraisals within which to exercise its option. If the Department does not exercise the option within that period, the HCMA shall pay to the Department a sum equal to the total financial contribution made by the Department towards the construction or maintenance of the facilities.

(b) To accept from the HCMA a sum equal to the total financial contribution made by the Department for the construction or maintenance of the facilities.

13. This Agreement shall not be effective until the Michigan Legislature appropriates the State funds for the facilities and the State Administrative Board approves their release.

14. The Department's rights under this Agreement shall continue in perpetuity.

15. Failure of either party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.

16. This Agreement represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties.

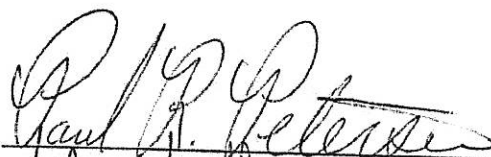
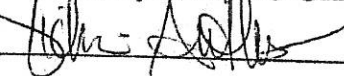
17. No amendment to the Agreement shall be binding upon the parties unless it is in writing and signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties execute this Agreement by the signatures of their duly authorized representatives.

WITNESSES:

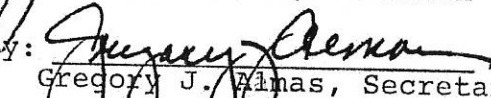




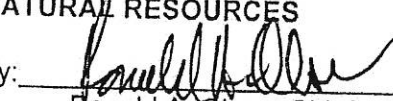

Paul A. Peterson

John A. Olson

HURON-CLINTON METRO AUTHORITY

By: 
John C. Hertel, Chairman

By: 
Gregory J. Almas, Secretary

MICHIGAN DEPARTMENT OF
NATURAL RESOURCES

By: 
Ronald A. Olson, Chief
Parks and Recreation Division



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Mike Brahm-Henkel, Manager of Engineering
 Project No: 509-16-531
 Project Title: Bids – Dry Boat Storage Chip Seal Surfacing
 Project Type: Capital Development
 Location: Stony Creek Metropark, Macomb County
 Date: March 3, 2016

Bids Received: February 25, 2016

Action Requested: Motion to Approve

That the Board of Commissioners' (1) award Contract No. 509-16-531 to the low responsive, responsible bidder, Highway Maintenance and Construction in the amount of \$59,245.28; and (2) transfer \$59,245 from the Lake St. Clair Unallocated Major Maintenance account to the Stony Creek Capital account as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

Fiscal Impact: This scope of work for this item was not included in the original Dry Boat Storage relocation project. Funds are available in the Lake St. Clair Unallocated Major Maintenance Account for the tennis court fencing replacement and concrete resurfacing, which was incorporated into the Lake St. Clair playground redevelopment project.

Scope of Work: The work will include all equipment and materials necessary to place a double chip-seal surface, fog seal, pavement markings, and all incidental work to complete the project.

Background: At the March 12, 2015 Board meeting, staff was authorized to obtain pricing for the movement of the dry boat storage area at Stony Creek Metropark. This project was originally targeted in the previous Five-Year-Plan for the year 2018.

On Sept. 2, 2015, the Board authorized the construction of a new dry boat storage area to replace the existing facility, which was in need of repairs and occupied valuable lake frontage, which could be better utilized for park patrons. The new dry storage lot and fencing is now complete.

After further consideration and discussions, a surface treatment has been recommended to allow the placement of pavement markings to delineate the rental slips to help identify those locations to rental customers. This surface treatment also has the added benefit of mitigating the dust produced from traffic in the lot. At this time, it would be easier to complete this item of work since there are currently no boats in the lot.

A chip seal is a pavement surface treatment that combines one or more layers of liquid asphalt with one or more layers of fine aggregate. Chip seals are typically used on roads carrying lower traffic volumes. Chip seals provide lower cost alternative to paving and will provide usable surface for the boat storage area. The fog seal is an asphalt emulsion, which will help seal the surface.

Bids – Dry Boat Storage Chip Seal Surfacing

Page 2

Staff researched a pavement alternative in lieu of the chip-seal with an estimated cost between \$85,000 and \$95,000 depending on the current cost of hot mix asphalt.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Highway Maintenance and Construction	Romulus	\$59,245.28
Budget Amount for Contract Services and Administration		\$ 0.00
Work Order Amount		
Contract Amount		\$ 59,245.28
Contract Administration		<u>\$ 1,000.00</u>
Total Proposed Work Order Amount (Rounded)		\$ 60,245.00

This project was reported and publicly advertised in the following construction reporting outlets: MITN, Construction Association of Michigan, Reed Construction Data, Construction News Corporation, Construction News Service, Builders Exchange of Michigan, McGraw Hill Dodge, Builders Exchange of Lansing and Central Michigan



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Rebecca Franchock, Controller
 Subject: Approval – Underground Storage Tank Coverage Renewal
 Date: March 3, 2016

Action Requested: Motion to Approve

That the Board of Commissioners' authorize staff to renew coverage with Action Advantage Group for the listed Underground Storage Tank locations for the period April 23, 2016 through April 23, 2017 for the premium amount of \$16,051 as recommended by Controller Franchock and staff.

Fiscal Impact: The item is budgeted and funds are available.

Background: The Metroparks current Underground Storage Tank (UST) coverage with Action Advantage Insurance Group is up for renewal on April 23, 2016. Action Advantage was selected as the low bidder in 2014.

This is a claims made policy. Under a claims made policy, for coverage to be afforded, the policy must be in effect both when the incident occurs as well as when the claim is made. In 2014 the Action Advantage proposed coverage included a retroactive date for this coverage to April 23, 2013. This was significant as it allowed the Metroparks to avoid purchasing "tail" coverage, which is estimated to cost 150 percent of the annual premium.

Action Advantage has also recently been able to obtain coverage for the UST's at Lower Huron Metropark. The previous carrier had refused to cover these tanks and the Metroparks had been forced to self-insure these tanks through the state of Michigan by obtaining a \$1 million letter of credit at a cost of \$5,000 annually.

The policy includes the following limits:

Each Incident	\$2,000,000
Aggregate Limit Per Policy Period	\$2,000,000
Aggregate Claims Expense Limit	\$250,000

In addition, this policy also includes Terrorism Risk Insurance Act coverage.

Approval – Underground Storage Tank Coverage Renewal
Page 2

Covered locations and deductibles:

Location		Gallons	Year	Deductible
Kensington	13740 High Ridge Drive	2,500	1991	\$ 50,000
		1,000	1991	\$ 50,000
Indian Springs	5100 Indian Trail 5200 Indian Trail	1,000	1990	\$ 50,000
		1,000	1992	\$ 50,000
		3,000	1992	\$ 50,000
Willow	22802 Huron River Drive	1,000	1985	\$ 100,000
		1,000	1985	\$ 100,000
Lower Huron	17845 Savage Road	4,000	1989	\$ 100,000
		2,500	1989	\$ 100,000
		1,000	1989	\$ 100,000
Huron Meadows	7330 Rickett Road	1,000	1984	\$ 100,000
		1,000	1984	\$ 100,000
Hudson Mills	5000 Dexter Pinckney Road	2,500	1990	\$ 50,000
		1,000	1990	\$ 50,000



To: Board of Commissioners
From: George Phifer, Director
Subject: Approval – Trail Maintenance and Repair Agreement, Milford Township
Location: Kensington Metropark, Oakland County
Date: March 3, 2016

Action Requested: Motion to Approve

That the Board of Commissioners' approve the Trail Maintenance and Repair Agreement for grass cutting, sweeping, garbage pick-up, removal of tree limbs and debris from the trail, as well as safety patrol of the trail between HCMA and the Charter Township of Milford, which is located in and contiguous to Kensington Metropark for a three-year period – April 15, 2016 through Oct. 31, 2018 as recommended by Director Phifer and staff.

Background: The Trail Maintenance Agreement between the Metroparks and the Charter Township of Milford has been in effect since May 2007. The parties agree that when maintenance work is performed, the cost share will be two-thirds for the Township and one-third for HCMA. The Metroparks will patrol the trail south of General Motors Road and the cost will be split 50-50 between the Township and the Metroparks.

The Charter Township of Milford will reimburse the Authority for the services listed below against the Authority's invoice for the period beginning April 15 – Oct. 31 for each year beginning in April 2016 and ending the last day in October 2018.

The fees are based on the following rates:

- a. Full-Time employee labor wages at \$53.00 per hour
- b. Seasonal employee labor wages at \$15.25 per hour and \$23.00/OT
- c. Equipment rates at \$150.00 per day used
- d. Material, supplies or contract services at best available prices
- e. Full-time police wages at \$56.00 per hour
- f. Part-time police wages at \$36.00 per hour
- g. Public Safety Attendant wages at \$10.00 per hour

Attachment: 2016 Trail and Maintenance Agreement – Milford Township

**TRAIL MAINTENANCE AND REPAIR AGREEMENT
CHARTER TOWNSHIP OF MILFORD
HURON-CLINTON METROPOLITAN AUTHORITY**

THIS AGREEMENT, made and entered into this _____ day of _____, 2016 by and between the CHARTER TOWNSHIP OF MILFORD, a Michigan municipal corporation, whose address is 1100 Atlantic, Milford, Michigan 48381 (the "Township") and the HURON-CLINTON METROPOLITAN AUTHORITY, a Michigan public body corporate organized and operating under the provisions of Act 147, Public Acts of Michigan, 1939, as amended, whose address is 13000 High Ridge Drive, Brighton, Michigan, 48114 ("HCMA").

Recitals:

WHEREAS, the Township and HCMA have entered into an agreement entitled the "Repair & Maintenance Agreement – Milford Kensington Trail" (the "Agreement"), dated May 10, 2007; and

WHEREAS, the Township is the owner of a non-motorized trail located in HCMA's Kensington Metropark, Milford Township, Oakland County, Michigan, referred to as the "Milford-Kensington Trail" in the Agreement (the "Trail"); and

WHEREAS, HCMA owns, operates and maintains Kensington Metropark (the "Metropark") which is contiguous to the Trail; and

WHEREAS, the Agreement contemplates the negotiation of a separate Annual Trail Maintenance and Repair Contract ("Contract") by the HCMA and the Township, and HCMA is adequately staffed and equipped to provide trail maintenance and repair services, and is willing to do so upon certain conditions;

NOW, THEREFORE, the parties hereto agree as follows. The services provided by HCMA shall be in accordance with standards applied throughout Kensington Metropark,

1. During the term of this contract, HCMA agrees to provide the following maintenance services (the "Services") on the path:
 - a. Grass cutting on the trail margins.
 - b. Brooming/sweeping of the trail.
 - c. Weekly garbage pick-up.
 - d. Removal of tree limbs, blockages and debris from the trail.
 - e. Other minor maintenance and repair including pavement marking, crack filling, asphalt patching, shoulder repairs and minor repairs to trail structures.
 - f. When minor repairs are estimated to exceed \$5,000, HCMA will notify and consult with the Township before proceeding with repairs.

- g. Patrolling of the trail south of General Motors Road including and not limited to Public Service Attendants and Metropark Police Officers. Response to emergency calls, participants should call the Livingston County Sheriff Department Central dispatch at 517-546-4620. This arrangement does not exclude the right of the Township to provide similar or supplemental public safety services.
2. The Township agrees to maintain the insurance coverages described below and to indemnify and hold harmless HCMA, its Commissioners, officers, officials, agents, volunteers and employees against any and all claims, suits, losses (including attorneys' fees), damage or injury to persons or property of whatever kind or nature, whether direct or indirect, arising out of or in connection with performance of the Services or otherwise in connection with performance of the Services or otherwise in connection with this Contract for the entire calendar year. The Township shall procure at its own expense Comprehensive General Liability Insurance coverage, including personal injury liability and property damage liability coverage, together with Broad Form Contractual Insurance coverage sufficient to protect the Township and HCMA, its Commissioners, officers, agents and employees from any claims for damage to property and for personal injuries which may arise in connection with performance of the Services or otherwise in connection with this Contract.

A Certificate or Certificates of Insurance describing the coverages required hereunder must be furnished to HCMA by the Township showing all premiums paid prior to the provision of any Services by HCMA. The Certificate of Insurance must name HCMA as an "Addition Insured" in relation to the maintenance of the Trail. The insurance policy or policies that contain an endorsement providing for furnishing HCMA thirty (30) days' written notice prior to any material change, termination or cancellation of the insurance policy or policies.

The Township shall provide Comprehensive General Liability insurance with the following limits of liability:

<i>Bodily Injury Liability</i>	<i>\$1,000,000 each occurrence</i> <i>\$1,000 000 aggregate</i>
<i>Property Damage Liability</i>	<i>\$100,000 each occurrence</i> <i>\$100,000 aggregate</i>

The Broad Form Contractual Insurance shall provide coverage in the amount of \$1,000,000.

It is expressly understood and agreed by and between the parties that the liability of the Township hereunder shall not be limited to the aforementioned insurance coverage.

3. This Contract shall become effective upon execution by the duly authorized agents of the parties, and shall remain in effect for a three-year period from April 15 through October 31 for the years 2016, 2017 and 2018 unless and until thirty (30) days after either party shall notify the other party in writing of its election to terminate.
4. It is further agreed that the Township will reimburse HCMA for the services listed below against the Authority's invoice for the period beginning April 15 – Oct. 31 for each year beginning in April 2016 and ending October 2018.

The fees are based on the following rates:

- a. Full-Time employee labor wages at \$53.00 per hour
- b. Seasonal employee labor wages at \$15.25 per hour and \$23.00/OT
- c. Equipment rates at \$150.00 per day used
- d. Material, supplies or contract services at best available prices
- e. Full-time police wages at \$56.00 per hour
- f. Part-time police wages at \$36.00 per hour
- g. Public Safety Attendant wages at \$10.00 per hour

The parties agree that when maintenance work is done for the township, the cost share will be two-thirds for the Township and one-third for HCMA. Further, the parties agree that the cost share for patrolling the portion of the trail south of General Motors Road will be half for the Township and half for HCMA.

IN WITNESS WHEREOF, the parties have caused these presents to be executed and delivered by their duly authorized officers on the date first given above.

HURON-CLINTON METROPOLITAN AUTHORITY

CHARTER TOWNSHIP OF MILFORD

By: _____
John C. Hertel, Chairman

By: _____
Donald Green, Supervisor

By: _____
Jaye Quadrozzi, Secretary

By: _____
Holly Brandt, Clerk

By: _____
George Phifer, Director



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Jennifer Hollenbeck, Interpretive Services Manager
 Subject: Approval – Lake St. Clair Metropark Nature Center Recreation Passport Grant
 Date: March 3, 2016

Action Requested: Motion to Approve and Receive and File

That the Board of Commissioners' (1) approve a resolution for the DNR Recreation Passport Grant for the Lake St. Clair Nature Center; and (2) receive and file this report as recommended by Interpretive Services Manager Jennifer Hollenbeck and staff.

Fiscal Impact: The proposed project total is \$60,000; with \$45,000 grant funding, \$5,400 in cash outlay and \$9,600 in Metroparks workforce labor.

Background: The Michigan DNR, Recreation Passport Grant has the overall purpose to provide wider accessibility to recreational resources at the local level, with a specific emphasis on funding the renovation of public recreation facilities that have outlived their useful life expectancy.

The grant schedule for this round of funding has an April 1, 2016 deadline for submission. The proposed project outlined below was selected based on the existing need, the suitability to the grant, the ability to accumulate information quickly and the length of time before grant monies are awarded (early 2017). The recent hiring of a grant writer allows the pursuit of the grant at this time.

This grant requires a 25 percent match of the total project cost. The match can be a cash outlay and a credit for locally assumed costs directly related to the construction of the proposed project. The maximum grant amount awarded is \$45,000.

The grant requires a resolution from the Board that supports the application and "commits to the amount of the local match in terms of dollar amount or percentage of total project cost and all sources of match."

The scope of the project falls within the Five-Year Recreation Plan for the Lake St. Clair Metropark – New Project # 10 – Nature Center Exhibits – Replace/update/refresh interpretive exhibits. Scope of work features new interpretive displays, including "updating finishes, flooring, lighting, wall paint where needed to create a new inviting exhibit space."

The Nature Center at Lake St. Clair Metropark contains animal exhibits that are both dated and ineffective for educating visitors on the unique fauna that lives in habitats surrounding the nature center. To enhance the educational opportunities, the animal tanks will be replaced with a habitat wall with aquariums and interactive components. In addition, a central focal turtle exhibit with realistic habitats will be portrayed.

First impressions are important, the carpeting at the Nature Center is old and needs to be replaced as holes, and worn areas have made the carpet unsightly.

To maintain park quality, the carpeting will be replaced with commercial nylon carpet, to deter staining.

Attachments: Photos of current exhibits and carpet and concept photos of proposed Exhibits

Resolution Supporting the Michigan Recreation Pass Grant Application

Current animal tanks at Lake St. Clair Metropark Nature Center



Concept of new animal tanks at Lake St. Clair Metropark Nature Center

Current turtle tank at Lake St. Clair Metropark Nature Center



Concept of new animal tanks at Lk. St. Clair Metropark Nature Center

Current carpet at Lake St. Clair Metropark Nature Center



Proposed carpet at Lake St. Clair Metropark Nature Center

Resolution
Supporting the Michigan Recreation Pass Grant Application

PRESENT: Members: _____

ABSENT: Members: _____

Member _____ offered and moved the adoption of the following resolution, seconded by Member _____.

WHEREAS, the proposed project improvements are identified in the Five Year Recreation Plan of the Huron-Clinton Metropolitan Authority (HCMA) as a priority, and are eligible for funding through the Michigan Department of Natural Resources, Recreation Passport Grant Program; and

WHEREAS, the HCMA desires to renovate the Nature Center at Lake St. Clair Metropark in the areas of new animal exhibits and carpeting replacement; and

WHEREAS, the Grant Writer in conjunction with the Interpretive Services Manager has prepared a grant request for \$45,000 from the Recreation Passport Program to assist in funding the \$60,000 renovation; and

WHEREAS, public input on the proposed grant was solicited through the regular Board Meeting of the HCMA on March 10, 2016 and information included in the online Board Packets prior to the meeting.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the HCMA does hereby authorize the commitment of \$5,400 in cash outlay, \$9,600 in workforce labor and other sources of in-kind contributions as necessary, toward the completion of proposed project, and

BE IT FURTHER RESOLVED that the HCMA hereby expresses its support for said grant application to be submitted to the Michigan Department of Natural Resources, Recreation Passport Program.

The following aye votes were recorded: _____

The following nay votes were recorded: _____

I hereby certify that the above is a true and correct copy of the Resolution adopted by the Huron-Clinton Metropolitan Authority on March 10, 2016.

Director George Phifer



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: George Phifer, Director
Subject: Legislative Report
Date: March 3, 2016

Legislative Consultant George Carr will give a verbal update at the March 10, 2016 meeting.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: George Phifer, Director
 Subject: Organizational Restructuring
 Date: March 10, 2016

Action Requested: Motion to Approve

That the Board of Commissioners' (1) approve the recommended Organizational Restructuring changes, (2) Amend the By-Laws to authorize the Director to hire and appoint a Chief Financial Officer (CFO); and (3) Authorize staff to transfer \$276,000 from the Fund Balance to cover the cost for hiring three new employees and the recommended organizational restructuring changes, as recommended by Director Phifer and staff.

Fiscal Impact: An additional total of \$276,000 will be needed from the Fund Balance to cover the cost for the recommended restructuring and hiring of new staff for the 2016 calendar year. In 2016, there is an anticipated savings of \$106,542, due to several vacant positions not being filled at the beginning of the calendar year. ([See Insert 1](#))

Background: The Board of Commissioners has been committed to supporting the Metroparks, stakeholders and staff, in an effort to preserve this valuable asset that is imbedded throughout southeast Michigan. At the Jan. 14, 2016 Board meeting, Commissioners asked the Director to look at the organizational structure and bring some recommendations to the Board.

The organizational structure provides a framework for assignment of job duties and responsibilities. Rightsizing the organization is critical to the future and success of the Metroparks. The recommended organizational structural changes provide staff the opportunity to address operational needs within the organization.

Our current staffing levels do not adequately address our organizational needs. With the approval of the recommended organizational structural changes, staff will be better positioned to increase productivity and work flow. The departments directly affected by these changes are as follows: Accounting, Human Resources, Planning and Natural Resources.

A proposed and current organizational chart is provided. ([See Insert 2A and 2B](#))

Accounting

Currently, the accounting department has a Controller, Chief Accountant, Account Clerk, Payroll Coordinator, and two part-time employees. In addition to maintaining the normal day-to-day operations of that department, staff is currently in the process of implementing a new ERP system. This new ERP system is still a work in progress, with more work ahead.

The accounting staff has done a good job moving this project along. It is recommended that a full time Chief Financial Officer (CFO) be hired. This individual will focus on providing oversight, leadership and financial forecasting. With Board approval, this position will report directly to, and be appointed by the Director of the Metroparks. With the approved hiring of a CFO, a change in the by-laws would also be required to authorize the Director to make this appointment.

The CFO would be required to be a Certified Public Accountant (CPA) and must have experience in investment, auditing and financial forecasting. The Controller position and current salary will remain in place, along with the existing accounting staff. These employees would report directly to the CFO.

Human Resources

The Human Resources (HR) Department is responsible for the hiring of all full-time employees, employee benefits, compensation, labor, contracts, safety and risk, employee assistance programs, etc.

The current structure is as follows: Human Resources Manager, Human Resources/Benefits Administrator, Administrative Support Specialist and a part-time clerical assistant. The Board recently approved the hiring of a part-time Safety/Risk Coordinator. All positions currently report directly to the Human Resources Manager.

Currently, there are some immediate challenges that need some attention. With limited resources in the HR department, staff is working very diligently to manage and maintain the current workload in that department. Seeking to increase safety awareness throughout the park system, while minimizing and/or reducing our risk, staff recommends that we reorganize the HR department.

Placing more emphasis on increasing our level of awareness for safety and minimizing/reducing risk, staff is seeking Board support to hire a full-time Human Resource Generalist, who has HR experience, and can implement and provide oversight to a Safety/Risk program. The previously approved part-time Safety/Risk Coordinator would be eliminated with the hiring of an HR Generalist.

The proposed HR structure would be as follows: Human Resources Manager, Human Resources/Benefits Administrator, Human Resources Generalist (Risk Management) and a part-time clerical assistant. ([See Insert 2A](#))

This new proposal would eliminate the Administrative Support Specialist position and replace it with the Human Resources Generalist, who will focus on Risk Management. This change will increase the professional qualifications within the department, while enhancing our overall ability to provide effective services to our employees and organization. The current employee filling the role of Administrative Support Specialist does not have the background and experience that this position will require. The HR Generalist position will be posted and advertised.

Additionally, HR is currently lacking the ability to cross train and support each of these positions, because of the lack of experience and HR/Risk Management knowledge in this department. The recommended change will also strengthen our Safety and Risk Management program, by having this new position dedicated to focusing on enhancing our safety program, while reducing risk.

The change in the reporting structure will also enhance the functionality and efficiency of the department. This will allow the HR/Benefits Administrator to assign work to the HR Generalist, while concentrating on assisting the HR Manager on higher level initiatives and programs benefiting the Metroparks.

The current Administrative Support Specialists position that is currently assigned to Human Resources will be posted and reassigned back to the Western District. This position will provide support to the warehouse and other facilities in that district. Due to the HR Benefits Administrator having an increased role in the HR department, along with taking on more responsibilities with providing oversight of the HR Generalist, an adjustment in salary is also being recommended.

Planning Department

The Metroparks has increasingly shifted toward a more regional system-based approach to planning while maintaining the Authority's attention to detail at the park and facility level. This new balance of perspectives requires that the planning department staff to comprise of a range of skills, experience and specializations.

Over the next several years, the Planning department will be seeking to update all of the parks Master Plans and the five (5) year recreational plan. Having to manage multiple planning processes, while still responding to the normal day-to-day operational activities is challenging and difficult for the existing staff.

Currently, there are two (2) full-time employees and one (2) budgeted part-time provisional employee. The planning department staff is slated to tackle some significant and long overdue system focused projects in the near future. With the forthcoming park Master Plans and system-wide Recreational Plan, the Metroparks will benefit from adding a new full-time position (System Planner), who can assist the Manager of Planning with preparing for implementing a more regional planning perspective. This position would report directly to the Manager of Planning.

With the hiring of a System Planner who has the regional and technical planning skills, this would allow the planning staff the opportunity to tackle some significant and long overdue system-focused projects such as:

- Updating all of the Master Plans;
- Updating the Five Year Recreational Plan;
- Coordinating with MI DNR to identify and digitally map all grant-encumbered park land;
- Digitizing original HCMA-acquired parcels for each park in GIS;
- Retrieving parcel data for all five (5) counties;
- Cataloguing master plans and parks/recreation plans for all communities in which Metroparks are situated;
- Developing a system-wide Vision Plan; and
- Updating Trail Maps for all parks.

This list is not all-inclusive, but provides an overview of the priorities that lies ahead for this department.

Reclassifications

Park Managers

Several positions are being recommended to be reclassified due to the nature of the work being performed by those individual employees. The recommended salary increases and pay levels are consistent with current employees performing the same or similar duties and functions in other facilities/parks throughout the Metroparks.

There are currently six (6) Park Managers and one (1) Agriculture Coordinating Supervisor, who typically perform the same type of work at various Metroparks locations. The work being performed by these individuals, are equally challenging for those employees who are responsible for providing leadership, management, direction and oversight of their assigned park locations. Almost in every case, each of these Park Managers/Supervisors manages multiple facilities/locations. There are currently seven (7) Managers/Supervisors, who currently work in this area, and four of seven are being paid less than their counterparts.

It is my recommendation that the Park Managers/Supervisors who are currently assigned as a level 10 at Stony Creek, Wolcott, Kensington and Lake St. Clair, be reclassified as Park Managers level 11. These changes will provide equity in compensation and place all Park Managers at level 11.

There are three other Park Managers who are currently at level 11 and are assigned to Hudson Mills, Lower Huron and Lake Erie.

Administrative Support Specialists

The Metroparks has nine (9) Administrative Support Specialists. Two of these employees are assigned to the administrative office. These two (2) employees are classified at a lower pay scale and are responsible for managing sensitive information for the Board, Director and the Police Department.

The two positions affected are the following:

- Administrative Office Support Specialist
- Police Support Specialist (Police)

Both of these positions are critical to their respective departments and the organization. They require interacting with sensitive and confidential information, preparing executive level reports, in addition to performing their normal administrative duties and responsibilities. It is my recommendation that both of these positions changed from a level (4E), to a level (6E).

This would place all of the Support Specialists at the same classification level.

Natural Resources Supervisor

The management of Natural Resources is critical to preserving our environment. Over the past year, efforts have been put forth by the Administrative staff and Natural Resources department to focus on targeting a variety of environmental concerns.

Staff along with the Natural Resources and Environmental Compliance Manager is seeking to reclassify the title of Stewardship Coordinator, to Natural Resources Coordinator.

The current Stewardship Coordinator position has evolved over time and is required to take a more active role in supporting this department. The role of the Natural Resource Coordinator would be to provide an overarching support in this department, which would include the following:

- Department planning and development;
- Budget development;
- Grant development; and
- Provide oversight of both full and part-time field staff.

This change would also expand the duties of the Natural Resource Coordinator responsibilities beyond the natural areas of planning and management to include: water quality, wildlife management programs, as well as assisting the Natural Resources and Environmental Compliance Manager with providing oversight of field work performed by the Natural Resource Crew, Volunteer Coordination, GIS mapping, geo-data base maintenance and data base management.

The current Stewardship Coordinator position will become a part-time provisional position and will be funded by that departments existing part-time budget. The Natural Resources Department currently has funding in its current budget to cover the cost for a part-time Stewardship Coordinator position.

The part-time Stewardship Coordinator position responsibilities would also be expanded to the natural areas of planning and management, to include assisting in:

- Water quality management
- Wildlife management program coordination
- Environmental compliance assistance
- Natural Resource Crew supervision

General duties of the Natural Resources and Environmental Compliance Manager would remain the same, however the additional time needed to properly address departmental planning, reporting, budgeting, grant development, administration, field surveys and monitoring and program/partnership development would be more effectively utilized. Salary recommendations are highlighted on the inserts. ([See Insert 1](#))

Staff will continuously evaluate the organizational structure, in an effort to make the necessary adjustments when and where needed. In the 2016 budget, there are 194 budgeted full-time positions. With the approval of the recommended changes, this would increase to 197 full-time employees. ([See Insert 3](#))

Attachments: **Insert 1**
 Insert 2
 Insert 3



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Mike Brahm-Henkel, Manager of Assets and Development
Project No: 713-15-037
Project Title: Approval – South Marina Seawall
Project Type: Major Maintenance
Location: Lake St. Clair Metropark, Macomb County
Date: March 3, 2016

Action Requested: Motion to Approve

That the Board of Commissioners' approve the location of the new accessible dock at Lake St. Clair Metropark as recommended by the Manager of Engineering Mike Brahm-Henkel and staff.

Background: At the Jan. 14, 2016 Board meeting, staff was asked to look into alternate locations for the installation of the new accessible dock, which is part of the South Marina Seawall replacement project.

Upon further discussion and review, staff is proposing a new location, which will be on the opposite side of the South Marina basin and directly across from the originally proposed position.

As a separate note, staff is as looking at the existing North Marina restroom facility for replacement to meet current accessibility compliance.

**Attachment: Proposed Accessible Dock Location
Marina Locations**

Accessible Dock Location



Marina Location





HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Mike Brahm-Henkel, Manager of Engineering
 Project No: 502-15-666
 Project Title: West Beach Front and Playground Development
 Project Type: Capital Development
 Location: Lake St. Clair Metropark, Macomb County
 Date: March 3, 2016

Quotes Received: January 26, 2014

Action Requested: Motion to Approve

That the Board of Commissioners' (1) award Contract No. 502-15-666 to the low responsive, responsible bidder, LaSalle Group, Inc. in the amount of \$1,839,831.90; and (2) transfer \$258,632 from Fund Balance as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

Fiscal Impact: This project is over the 2016 budget amount by \$258,632. In the 2016 budget, \$1,581,200 was allocated for this project. However, in the 2017 project listing for the current Five-Year-Plan, a project was inadvertently added twice for Kensington Metropark, which created a redundancy for that item of work. The project was titled *Sanitary Sewer rehabilitation-east side* and the other project was *Reline east side sewer lines*. Both items were entered with identical costs of \$320,000.00 each. While not in the 2016 budget, this funding overage would be realized and in the 2017 budget.

Scope of Work: The project includes the demolition of the existing playground equipment, boardwalks, fencing, concrete walkways, and the construction and installation of a 5- to 12-year-old play structure, a 2- to 5-year-old play structure, swings, ZipKrooz structure, spinners, safety surfacing, shade structures, shelter, picnic tables, trash receptacles, walkways, utilities, fencing, site grading, tennis court refurbishment, plantings, site restoration and all incidental work to complete the project.

Background: Johnson Hill Land Ethics Studio of Ann Arbor designed the playground development project for Lake St. Clair Metropark in conjunction with staff. At the Sept. 10, 2015 Board meeting, Johnson Hill Land Ethics Studio presented a presentation to the Board outlining concept and design of the project.

Since that time, there have been additions to the project that were not in the original scope work. These items include a picnic shelter with the associated concrete, tables and grill, the relocation of the existing electrical line, perimeter fencing, and the relocation of new shuffleboard courts. Park operations and maintenance staff were integral with the design. Their input was key to assuring that the project met the operational and maintenance needs of the Park. The existing playground structures are old and failing and are in need of replacement.

West Beach Front and Playground Development

Page 2

As reported at the Dec. 11, 2014 Board meeting, the existing playground does not meet current accessibility and safety standards. The original playground was constructed around 1957, and wooded play structures were subsequently added in 1990 and 1994. The new design incorporates many new features into the playground area including a ZipKrooz, large play structures, seating areas and views of lake.

The project will revitalize not only the playground, but add a completely new character to this area of the park. Integral to the design was formulating ways to address not only different age groups of children, but the parents as well by adding adult fitness equipment, convenient shaded comfortable seating areas and maintaining proximity to the tennis courts. In addition, adult fitness equipment will be installed adjacent to the play structures and paved walkway with the intent of encouraging healthy activity for all ages in this area.

Emphasis was also placed on trying to preserve, to the extent possible, many of the older trees on the site. Along with new plantings and the existing large trees, the playground is incorporated into the natural surround area.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
LaSalle Group, Inc.	Farmington Hills	\$1,839,831.90
WCI Contractors	Detroit	\$1,894,491.50
Warren Contractors & Development	Shelby Twp.	\$1,976,161.85
Michigan Recreational Construction	Howell	\$2,023,968.00

Budget Amount for Contract Services and Administration	
West Beach Front and Playground Development	\$1,581,200.00
Fund Balance	<u>\$ 258,632.00</u>
Total	\$1,839,832.00

Work Order Amount	
Contract Amount	\$1,839,831.90
Contract Administration	<u>\$ 20,000.00</u>
Total Proposed Work Order Amount	\$1,859,832.00

This project was reported and publicly advertised in the following construction reporting outlets: Michigan Inter governmental trade network (MITN), Construction Association of Michigan, Reed Construction Data, Construction News Corporation, Construction News Service, HCMA Web Site, Builders Exchange of Michigan, McGraw Hill Dodge, Builders Exchange of Lansing and Central Michigan



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Jennifer Hollenbeck, Interpretive Services Manager
 Subject: Approval – Kensington Metropark Farmers Market
 Date: March 3, 2016

Action Requested: Motion to Approve and Receive and File

That the Board of Commissioners' (1) approve a budget transfer from the Fund Balance in the amount of \$12,000 to Kensington Metropark Farm Center and (2) receive and file this report as recommended by Interpretive Services Manager and staff.

Fiscal Impact: An approximate \$12,125 increase in annual revenue. This is based on vendor rates, increased hay wagon rides and sundry items.

Background: The Kensington Metropark Farm Center will host a Farmers Market on Fridays from 9 a.m. – 2 p.m. starting Friday, June 3, 2016 and running through Friday, Sept. 30, 2016.

Various products generated by local farms will be highlighted; concentrating on setting the Metroparks market apart from neighboring farmers markets. The focus will be recruiting high caliber and unique vendors as well as farmers with a diverse, high quality produce selection. This in return will attract new visitors to Kensington Metropark and promote the Metroparks as a whole.

Full season vendors (pre-paid) will receive a \$20 per week rate for their reserved spot; daily vendors will be assigned a space as they become available at a rate of \$25 per week.

There are 18 Friday markets, therefore the full season; pre-registered rate to vendors will total \$360. Staff estimates a total of 17 spaces to be accessible for market set-up. The majority of vendor spaces will be 18-feet x 18-feet, which is a combination of two standard parking spaces.

However, there will be limited spaces that allow for vehicles and wares to be set-up on the grass adjacent to the set market space. Request for specific locations will be considered based on vehicle size and the logistics of items being sold and will be assigned by the Farm Supervisor or the assigned Market Master.

Kensington Metropark Farm Center



Farmers Market layout

Vendor Concept





HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Nina Kelly, Manager of Planning
 Subject: Approval – Border-to-Border Trail MOU and Letter of Support
 Date: March 3, 2016

Action Requested: Motion to Approve

That the Board of Commissioners' approve execution of the Memorandum of Understanding for Border-to-Border Trail Projects and letter of support to Washtenaw County Parks and Recreation Commission (WCPARC) for grant applications as recommended by Director Phifer and staff.

Fiscal Impact: There is no immediate fiscal impact to the Metroparks. WCPARC is seeking grant funding to construct extensions to the Border-to-Border Trail through Metroparks property in and around Dexter-Huron Metropark and, eventually, Delhi Metropark. The Metroparks will experience financial impact in the maintenance of new trail sections.

Background: Conservation Design Forum, a consultant hired through WCPARC, has completed a master plan for the southern section of the Border-to-Border Trail from Dexter to Ann Arbor. Metroparks staff was consulted in the planning of the trail alignment. Public meetings were held in Ann Arbor and Dexter, and the plan will be taken for adoption to WCPARC at their March 8, 2016 meeting.

WCPARC intends to apply to the Michigan Natural Resource Trust Fund (MNRTF) and Transportation Alternatives Program (TAP) for funding to construct Phase 1 of this master plan, from where the B2B currently ends in Dexter-Huron Metropark to Zeeb Road. Because Metroparks property is included, WCPARC is seeking a letter of support for the grant applications.

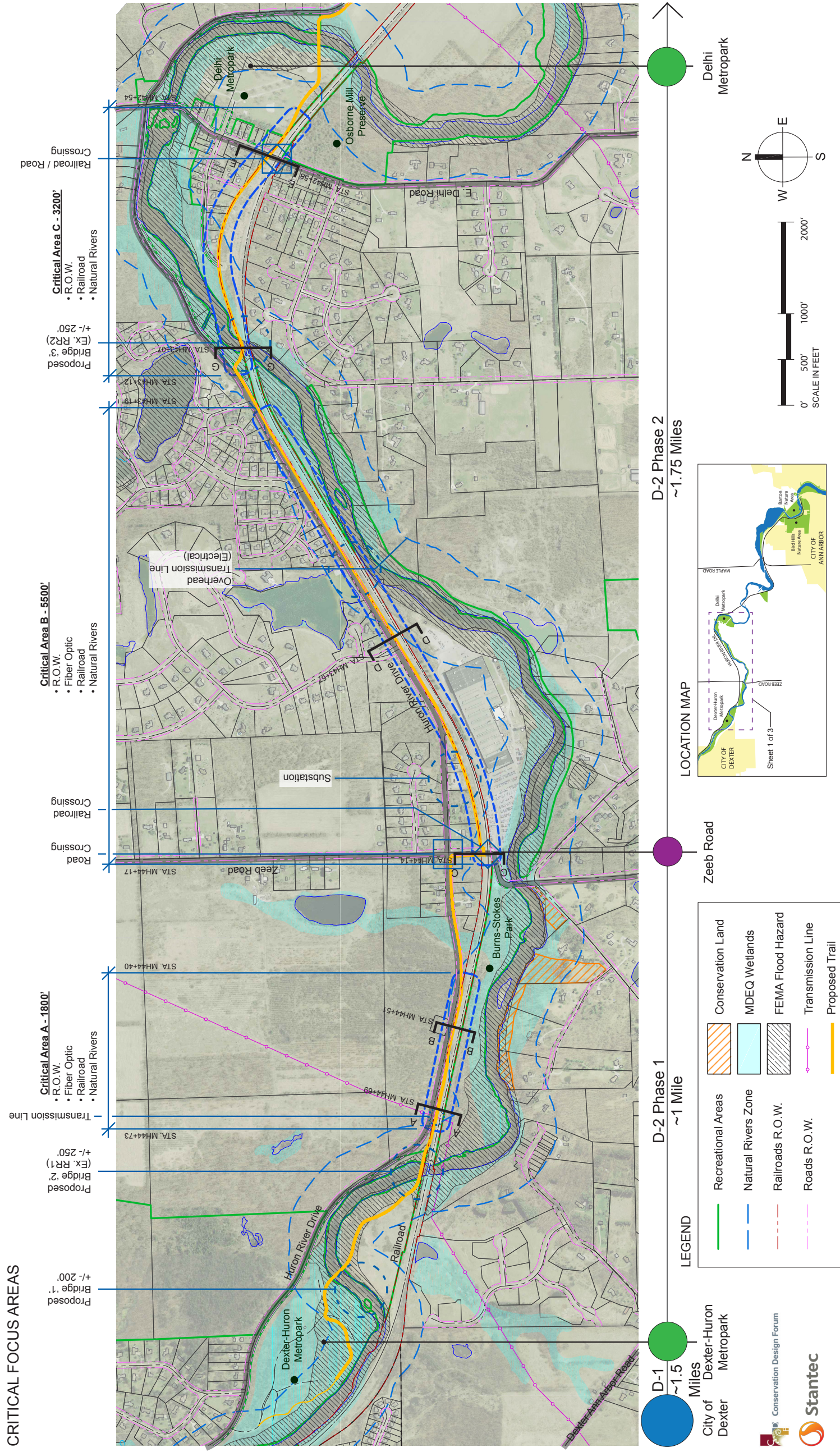
An agreement had not been executed by both parties for maintenance on previously constructed sections of the B2B trail. Metroparks staff met with WCPARC in January and February 2016 to discuss short and long-term funding for routine maintenance and eventual reconstruction at the end of the trail's estimated 30-year lifespan.

A Memorandum of Understanding was developed by both the Metroparks and WCPARC staff to address this issue, outlining that, if WCPARC is awarded funding for construction, an intergovernmental agreement would detail the financial and physical responsibilities of each organization for short-term maintenance. WCPARC fully understands that funding for the ongoing maintenance of these trails must be identified and secured before the Metroparks can approve an intergovernmental agreement.

Attachments: B2B Master Plan Document Photo
 Draft Memorandum of Understanding
 Draft Letter of Support

BORDER TO BORDER TRAIL ALIGNMENT STUDY SEGMENTS D2-F

CRITICAL FOCUS AREAS





Washtenaw County Parks and Recreation Commission

February 19, 2016

George Phifer, Director
Huron-Clinton Metropolitan Authority
1300 High Ridge Drive
Brighton, MI 48114

RE: Border-to-Border Trail (B2B) Trail Projects at Huron-Clinton Metroparks

Dear Mr. Phifer,

This letter shall serve as the Washtenaw County Parks and Recreation Commission's (WCPARC) intent to enter into a Memorandum of Understanding (MOU) for the above referenced, to-be-constructed, trail segments at Huron-Clinton Metropark locations. Since the governor's office announced the designation of the B2B as a component of the state-wide Iron Belle Trail, the B2B has been elevated in priority and urgency by the Michigan Department of Natural Resources and other state funding sources. While neither WCPARC nor HCMA has the resources necessary to design, construct, and maintain the B2B trail system on their own, this MOU is written in anticipation of significant future funding being available for the Iron Belle designation. Per our discussion on Feb. 4, 2016, the following summarizes the general terms and conditions of a prospective agreement:

Planning/Design	HCMA will assist WCPARC in the planning and design phases for the B2B Trail segments on HCMA property, including assisting with the concept design, engineering, and assisting in the development of pertinent grant applications.
Construction	WCPARC will be responsible for securing funding for the construction of trail segments and construction administration. HCMA will provide assistance with planning and design services to support grant funding requests as appropriate.
Trail Maintenance	An intergovernmental maintenance agreement shall be drafted by April 1, 2016, and shall be executed at the time construction funding is obtained by Washtenaw County and in advance of any project activity. Per mile annual maintenance cost estimates were provided by HCMA to Washtenaw County Parks and Recreation staff on February 8, 2016, and range from \$5,447 for routine maintenance to \$16,235, which includes major maintenance and 30-year reconstruction costs. Routine maintenance may include: sweeping, mowing, snow removal, debris removal, tree trimming, and stewardship of natural areas along the trail. Major maintenance includes infrared repairs, crack-filling, and resurfacing, to be completed on a scheduled cycle within the 30-year lifespan of the trail as built. HCMA will work collaboratively with WCPARC and other partners to develop an appropriate strategy for carrying out maintenance on trail segments. Reimbursement shall be provided to HCMA according to the terms and conditions of the intergovernmental agreement.
Trail Reconstruction	HCMA will provide assistance WCPARC on planning and design issues related to long-term reconstruction of B2B trail segments, which includes trail resurfacing and the re-decking of boardwalks.

Letter of Intent: Border-to-Border Trail Projects
Page 2

This letter serves as the expression of the undersigned's interest in continuing a partnership with HCMA to develop future Border-to-Border Trail segments under the general terms and conditions identified above and is non-binding on either party unless and until an Memorandum of Understanding and/or intergovernmental maintenance agreement pertaining to specific project segments is executed by both parties. Accordingly, if the above general terms and conditions are acceptable, please sign this letter in the space provided below.

Sincerely,

Washtenaw County Parks and Recreation Commission

By: _____
Its: Robert Tetens
Director

AGREED AND ACCEPTED:
Huron-Clinton Metropolitan Authority

By: _____
Its: George Phifer
Director

Date: _____



March 11, 2016

Bob Tetens, Director
Washtenaw County Parks and Recreation Commission
2230 Platt Road
Ann Arbor, MI 48107

Re: Border-to-Border Trail

Dear Mr. Tetens:

On behalf of the Board of Commissioners for the Huron-Clinton Metroparks, I would like to express our support for the grant application submitted by the Washtenaw County Parks and Recreation Commission (WCPARC) to continue building the Border-to-Border Trail (B2B) between the cities of Dexter and Ann Arbor. The B2B already connects two Metroparks (Hudson Mills and Dexter-Huron), and we understand that, once complete, the trail will connect a total of three Metroparks (including Delhi) along the Huron River within the statewide Iron Belle Trail network.

We agree that the B2B is more than a recreational amenity that caters to a broad range of users; it is green infrastructure along a commuter corridor and an economic engine that stimulates job growth, redevelopment and recreational tourism in our local communities.

We look forward to working collaboratively with WCPARC to design, build and maintain this local and regional asset for years to come.

Sincerely,

George Phifer
Director

Delhi | Dexter-Huron | Hudson Mills | Huron Meadows | Indian Springs | Kensington
Lake Erie | Lower Huron | Lake St. Clair | Oakwoods | Stony Creek | Willow | Wolcott Mill

Board of Commissioners

John C. Hertel
Governor Appointee

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Wayne County

Robert W. Marans
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Macomb County

Timothy J. McCarthy
Governor Appointee

Jaye Quadrozzi
Oakland County



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Mike Brahm-Henkel, Manager of Engineering
 Subject: Approval – Wolverine Pipeline Easement Amendment
 Location: Lower Huron Metropark, Wayne County
 Date: March 3, 2016

Action Requested: Motion to Approve

That the Board of Commissioners' approve the Wolverine Pipeline Easement Amendment to the existing easement as recommended by Manager of Engineering, Mike Brahm-Henkel and staff.

Fiscal Impact: Payments to be received in the amount of \$8,102.00 for parcel 83-097-99-0008-000 and \$500.00 for parcel 83-096-99-0004-000.

Background: On Nov. 12, 1953, two easements were agreed to between The Huron-Clinton Metropolitan Authority and Wolverine Pipe Line Company. The easement descriptions in 1953 were undefined easement and encompasses a large section of Lower Huron Metropark. (See attachments). The amendment will define the easement a 75-foot corridor along the existing pipeline. There are two amendments, one for each of the parcels in which the current pipeline crosses.

In October 2015, Michiana Land Services, acting on behalf of Wolverine Pipe Line Company, approached the Metroparks in order to consider a new route for a proposed second pipeline to carry refined petroleum products. The originally proposed route would lie north of the existing pipeline.

After consideration, the Metroparks was not in agreement with the proposed location of the new pipeline. The second option for Wolverine Pipeline was to install their second pipeline in parallel to the existing pipeline. Wolverine went before the state of Michigan's Public Service Commission to exercise their right to construct the pipeline and received a ruling from the Commission (case no. U-17878).

As part of that ruling as described in Exhibit A, item G, page three, of the Public Service Commission ordered that Wolverine

"will make contact with all landowners along the route of the proposed pipeline that have an undefined easement in a good faith effort to amend and define the width of any currently undefined easement."

If the Metroparks do not agree to the amended easements, the existing 1953 easements will remain in effect and the Metroparks will receive a payment of \$90 as stipulated in those easements and the undefined easements will remain in effect.

If the amendments are agreed to and executed, then the new defined easements will redefine the easement area and HCMA will receive a one-time payment for each of the parcels for the land area that are contained within the easements, which is 2.674 and 0.162 acres.

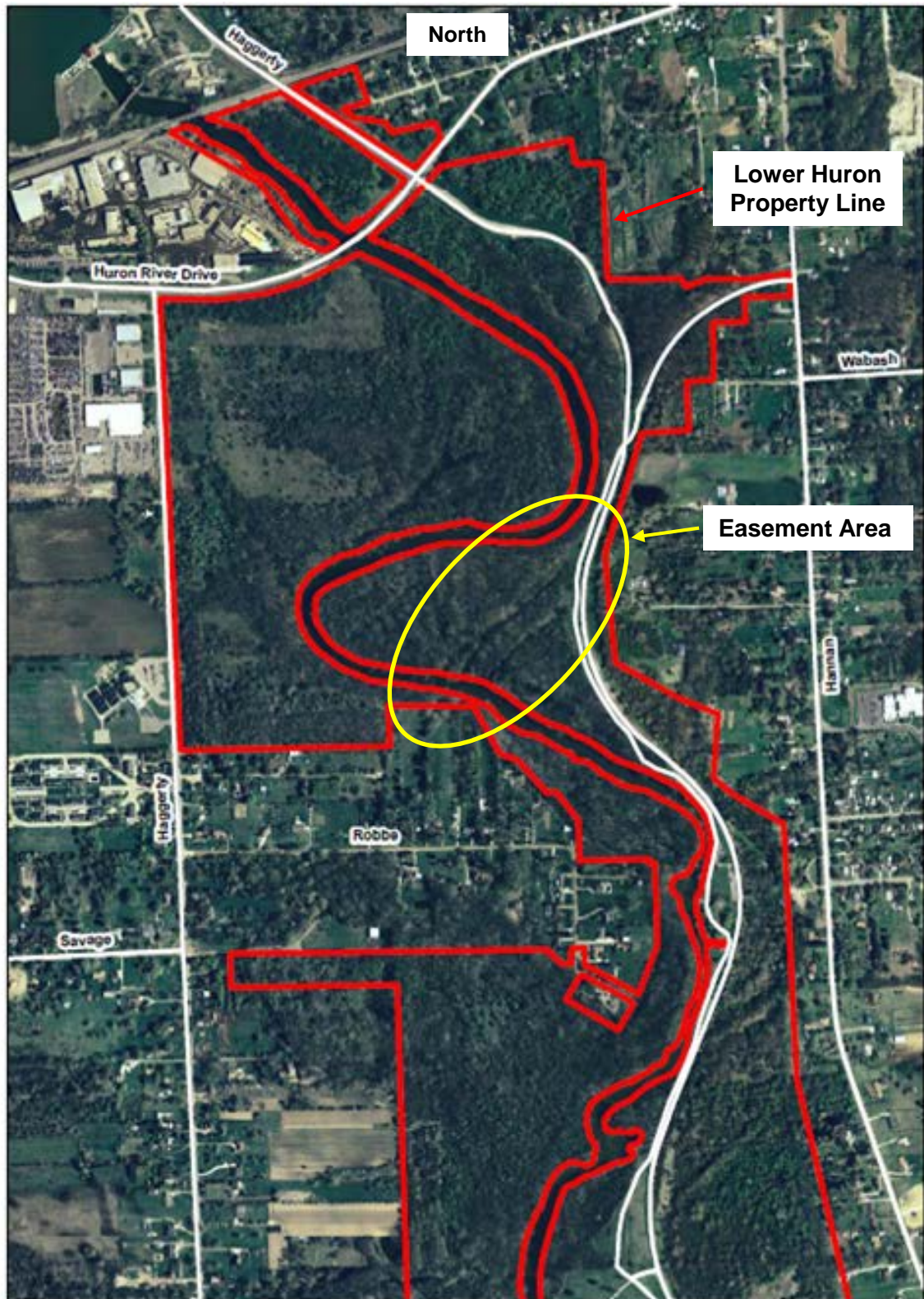
The payment is \$3,000 per acre including the original \$90 less and initial consideration of \$10. Michiana has made it clear that the payment is nonnegotiable and the agreement will need to be executed before they lay pipe in the ground, which is currently scheduled for the beginning of June.

Staff has asked Michiana to supply all environmental, archeological and impact statements for our review.

Miller Canfield has reviewed all documentation.

- Attachments:**
- a - Lower Huron Property Lines**
 - b - Original Easement**
 - c - Amendment of Easement (1)**
 - d - Amendment of Easement (2)**
 - e - Easement Payment Schedule (1)**
 - f - Easement Payment Schedule (2)**
 - g - Map 1**
 - h - Map 2**
 - i - Parcel Description**
 - j - Notice of Agricultural Impact Mitigation**
 - k - Public Hearing Commission (Case No. U-17878)**

Lower Huron Property Lines



W-01-2 (Rev. 10-52)
MICHIGAN

D813813

L11963 PA216

PIPE LINE EASEMENT

MAP NO. 40
DRAFT 3844
R/W NO. 1238
1029

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED,

Huron-Clinton Metropolitan Authority, a public body corporate under the laws of

Michigan, 1750 Guardian Building, Detroit 26, Michigan

(hereinafter called "Grantor," whether one or more), in consideration of the sum of One Dollar (\$1.00) per rod
for each rod of pipe line to be constructed.Dollars (\$ _____),
receipt of which is hereby acknowledged, hereby convey(s) and warrant(s) to WOLVERINE PIPE LINE COMPANY, a Delaware corporation with offices at 30 Rockefeller Plaza, New York 20, New York (hereinafter called "Grantee"), its successors and assigns, the easement and right, from time to time, to lay, construct, reconstruct, replace, renew, operate, maintain, repair, change the size of, and remove pipes and pipe lines for the transportation of oil, petroleum or any of its products, gas, water and

other substances, or any thereof, over, through, under and across the following described land in the county of _____

Wayne _____, State of Michigan:

Land in the Township of Van Buren, Wayne County, Michigan, described as: Part of the North Half of Section 25, Town 3 South, Range 8 East, more particularly described as follows: Beginning at a point in the North line of said Section 25, N 89 deg. 41' 35" W 1274.77 feet from the Northeast corner thereof; thence S 19 deg. 57' 40" W 132.85 feet; thence S 0 deg. 17' 50" E 329.45 feet; thence S 6 deg. 03' E 398.34 feet, thence N 58 deg. 44' W 150 feet; thence S 31 deg. 16' W 574 feet, more or less, to the center of Huron River; thence upstream and along said river to its intersection with the North line of said Section 25, and including all lands to the center of said Huron River; thence S 89 deg. 41' 35" E 438.38 feet to the point of beginning. Also, beginning at the point of intersection of the south bank of the Huron River and the North-South 1/4 line of Section 25, Town 3 South, Range 8 East; thence South on said 1/4 line 103.26 feet; thence S 72 deg. 34' 30" E 567.55 feet; thence S 29 deg. 59' 30" E 243 feet; thence N to the center of the Huron River; thence upstream and along said river to its intersection with the North-South center line of said Section 25; and including all lands to the center of said Huron River; thence South along said center line to the point of beginning on the South bank of said river. Also that part of the following description deeded to Huron-Clinton Metropolitan Authority in Liber 8504, Page 273, Wayne County Records: The South 6.22 acres of that part of the Southeast fractional 1/4 of Section 24, Town 3 South, Range 8 East, lying East of Huron River.

Said pipe line to follow a route described as: Beginning at a point on the second course of the second above described parcel, said point being approximately 235 feet measured North-westerly along said second course from the point of termination of said second course; thence North 46 degrees 10 minutes East a distance of approximately 20 feet; thence North 39 degrees 00 minutes East 482 feet; thence North 52 degrees 30 minutes East, 881 feet; thence North 34 degrees 00 minutes East 157 feet; thence North 79 degrees 31 minutes East approximately 140 feet to the East line of property owned by the Huron-Clinton Metropolitan Authority in the Southeast Quarter of Section 24, Town 3 South, Range 8 East.

RECORDED DEC 30 1953 AT 9:34 O'CLOCK A.M.
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY 26, MICHIGAN

IN WITNESS WHEREOF, this instrument is signed, sealed and delivered by Grantor on the 12th day ofNovember, 1953.

Witnesses: TO ALL SUBSCRIBERS:

E. S. Downey and John W. Hogan
E. S. Downey
John W. Hogan

Huron-Clinton Metropolitan Authority

By: R. C. Summings (SEAL)
R. C. SummingsAnd: P. K. McWethy (SEAL)
P. K. McWethy

D813813

MAP NO. 40
DRAFT 3844
1029

together with rights of ingress and egress to and from said pipe line or lines, or any of them, for the aforesaid purposes, hereby releasing and waiving all rights of dower, curtesy and homestead;

TO HAVE AND TO HOLD said easement and rights unto Grantee, its successors and assigns, forever.

Grantor shall have the right to use and fully enjoy the above-described land, except as to the easement and rights herein granted, and except that Grantor shall erect no permanent structures on or over said pipe line or lines. Grantee shall pay any damages which may arise to growing crops, timber, fences or buildings of Grantor, from the exercise of the rights herein granted, such damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, one by Grantee, and the third by the two so appointed; and the award of such three persons, or any two of them, shall be final and conclusive. The costs of such arbitration shall be borne equally by Grantor and Grantee.

All pipe laid under this grant shall be laid upon a route selected by Grantee and shall be buried to such depth as not to interfere with the ordinary cultivation of said land. If more than one pipe line should at any time be laid under this grant, each such additional line shall be laid parallel with and adjacent to the first line, and Grantee shall pay an additional consideration equal to the consideration hereinbefore recited, for each such additional line.

This instrument embodies the entire agreement between Grantor and Grantee with respect to the subject matter hereof, including the consideration paid or to be paid in connection therewith. The easement and rights hereby granted and all of the terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors and assigns of Grantor, and the successors and assigns of Grantee.

~~Grantor represents that the above-described land is not, either wholly or partly, subject to any lease or tenancy of any character, or to any other claim or interest of any person or persons, and that the same is free from all such claims and interests.~~

The Grantee shall pay any and all damages of whatsoever nature arising from the use and/or operation of the said right-of-way and easement; and the Grantee shall further exonerate and hold harmless the Grantor from any such liability.

IN WITNESS WHEREOF, this instrument is signed, sealed and delivered by Grantor on the 12th day of November, 1953.

Witnesses: TO ALL SUBSCRIBERS:

E. S. Downey and John W. Hogan
E. S. Downey
John W. Hogan

Huron-Clinton Metropolitan Authority

By: R. C. Gummings (SEAL)
And: P. K. McWethy (SEAL)

L11963 PA218

R/W 1238

DEC-30-53 (FOR USE OF RECORDER'S OFFICE)

3.00

PIPE LINE EASEMENT

Huron-Clinton

Metropolitan Authority

To

Wolverine Pipe Line Company

BERNARD J. JUNGBLUTH
REGISTER OF DEEDS

1953 DEC 30 AM 9 30

RECEIVED
WAYNE COUNTY MICH

1029

ACKNOWLEDGMENT BY SINGLE PERSONS

STATE OF MICHIGAN

COUNTY OF _____

ss.:

On this _____ day of _____, 19____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission Expires _____

Notary Public

ACKNOWLEDGMENT BY HUSBAND AND WIFE

STATE OF MICHIGAN

COUNTY OF _____

ss.:

On this _____ day of _____, 19____, before me personally appeared _____

and _____

his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal.

My Commission Expires _____

STATE OF MICHIGAN

COUNTY OF _____

ss.:

On this _____ day of _____, 19____, before me personally appeared _____

and _____

to me known to be the persons described in and who executed same as their free act and deed.

In Witness Whereof, I have hereunto set my hand and

My Commission Expires _____

REGISTER OF DEEDS OFFICE } ss.
WAYNE COUNTY, MICH.

This instrument was received for record

DEC 30 1953

at 9:39 o'clock A. M., of _____

and recorded in Liber _____ of _____

Wayne County Records on Page _____

L11963 PA216

BERNARD J. JUNGBLUTH
REGISTER OF DEEDS
M-17-8847-3M-88-2

ally appeared _____, his wife, executed the

ACKNOWLEDGMENT BY CORPORATION

STATE OF MICHIGAN

County of Wayne

ss.

On this 12th day of November in the year one thousand nine hundred and fifty-three before me appeared R. Clare Cummings and P. K. McWethy, to me personally known, who being by me severally duly sworn, did say that they were respectively Chairman and Secretary of the Huron-Clinton Metropolitan Authority, a corporation created and existing under the laws of the State of Michigan and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said R. Clare Cummings and P. K. McWethy acknowledged the said instrument to be the free act and deed of the said Huron-Clinton Metropolitan Authority.

My Commission Expires March 30/1956

Notary Public, V
Paul Van Buskirk

ie County, Michigan

AMENDMENT OF EASEMENT

ROW NO.: W-1029
File NO.: WFD-526

THE STATE OF MICHIGAN §
 § ss: KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WAYNE §

WHEREAS, Wolverine Pipe Line Company, a Delaware corporation, hereinafter referred to as "WOLVERINE," is the present owner of the Pipe Line Easement or easements, sometimes referred to as the "Base Easement", covering lands in Wayne County, Michigan, pursuant to the following instruments:

Pipe Line Easement granted by Huron-Clinton Metropolitan Authority, a Michigan public body corporation, to Wolverine Pipe Line Company, its successors and assigns, dated November 12, 1953, which instrument was filed for record in the Wayne County Recorder's Office on December 30, 1953 in Liber 11963, Page 216, reference to which is here made for all purposes as if the same were copied herein, and;

WHEREAS, Huron-Clinton Metropolitan Authority, a Michigan public body corporation, hereinafter referred to as "LANDOWNER", whether one or more, represents and warrants that they are the present owners of a parcel of land which is encumbered by the Base Easement, and being more particularly described in a certain Wayne County Circuit Court Case No. 253157 entered February 16, 1949, and recorded in Liber 689, Page 101 in the Wayne County, Michigan Recorder's Office, P.I.N. 83-097-99-0008-000, hereinafter referred to as "LANDOWNER'S LAND", and;

WHEREAS, LANDOWNER and WOLVERINE desire to amend said Base Easement insofar only as it affects LANDOWNER'S LAND, subject to the terms and provisions of this instrument.

NOW, THEREFORE, for and in consideration of the premises, the covenants and agreements herein contained, WOLVERINE and LANDOWNER agree to amend and do hereby amend said Base Easement, ONLY INSOFAR AS said Base Easement affects LANDOWNER'S LAND, in the following particulars:

I. From and after the date hereof, all of WOLVERINE's pipelines and related equipment and facilities, heretofore or hereafter laid and constructed shall be confined to the Easement Area as shown and described within Exhibit "A", which is attached hereto, hereinafter sometimes called the "Defined Easement".

II. For and in consideration of the benefits to be derived, WOLVERINE shall hereafter have and is hereby granted by LANDOWNER, without additional monetary consideration, the right from time to time, to lay, construct, maintain, operate, replace, change the size of, and remove pipelines (without limitation as to number, size, or time of construction) for the transportation of oil, gas, water, petroleum products, and any other liquids, gases, or substances (whether or not of a similar nature), which can be transported through a pipeline, along with all related incidental equipment on, over, and through said Defined Easement, together with the rights of ingress and egress

over and across LANDOWNER's adjoining lands for all purposes incident thereto, and the right of assignment in whole or in part, until released of record by WOLVERINE or its successors or assigns.

III. WOLVERINE shall hereafter hold said right of way and easement subject to the following covenants and agreements between the parties hereto:

(a) WOLVERINE shall have the right, at no additional cost or expense to WOLVERINE during any period of time when a pipeline is being laid, constructed, replaced, repaired, changed, or removed hereunder to use any portions of LANDOWNER'S LAND, not at that time occupied by substantial improvements, alongside, adjacent to, and on either side of said Defined Easement, hereinafter referred to as "Temporary Working Space".

(b) WOLVERINE shall have the right at no additional cost or expense to WOLVERINE any time and from time to time to remove from the Defined Easement any trees, shrubs, growing ornamentals, structures, fixtures, improvements, personal property, or parts thereof which may obstruct or obscure the Defined Easement, or which may cause increased risks to persons or property, or which may interfere in any way with the use, operation, maintenance, repair, or replacement of the pipelines and related facilities or with the maintenance or inspection of the Defined Easement.

(c) During the initial construction of the second pipeline, WOLVERINE will be obligated to pay damages to LANDOWNER for any damages to trees (only those trees outside of the original easement), shrubs, growing ornamentals, agricultural crops, lawns or improvements which may result from the acts or omissions of WOLVERINE in laying the pipeline. After initial construction of the second pipeline, WOLVERINE shall only be obligated to pay for damages to LANDOWNER for those damages that occur outside the Defined Easement, except that WOLVERINE shall be obligated to repair or pay landowner damages for driveways, sidewalks, annual agricultural crops and lawns, if permitted herein, damaged within the Defined Easement.

(d) It is expressly understood that except for existing easement rights now owned by other parties, WOLVERINE, its successors or assigns, shall have an exclusive easement over, across and through the Defined Easement, and no further easements may be granted within said strip except as provided in Section III(e) following. It is agreed that except for existing crossings and those permitted hereunder, LANDOWNER its successors or assigns, shall not erect, construct, or permit the erection or construction thereon of any structure, house, building, pavement, parking lot, swimming pool, deck, patio, water impoundment area, storage area, any permanent improvement or any similar use, except as hereinafter otherwise provided, upon the Defined Easement. It being the intention of the parties hereto that WOLVERINE shall have an unobstructed and unobscured easement on, over, and across the Defined Easement.

(e) Notwithstanding anything to the contrary contained herein, LANDOWNER, its heirs, successors and assigns may permit the construction of streets, sidewalks, driveways, and utility lines across, at an angle of 60° or more but not more than 120°, the said Defined Easement, but shall reimburse WOLVERINE for any expenses which may be incurred by WOLVERINE in making any alterations, modifications, or relocations of the pipelines or incidental equipment located within said Defined Easement which may, in WOLVERINE's reasonable judgment, be necessary as a result of any such construction.

Nothing herein contained shall be construed as releasing any rights or privileges under said Base Easement insofar as the Base Easement covers the Defined Easement. The Base Easement, insofar as it relates to said Defined Easement, and insofar as it may be inconsistent and in conflict herewith, is hereby amended so that the rights and obligations of the parties hereto shall be determined under the terms and provisions of this instrument. The Base Easement, insofar as it may cover and relate to land other than the land described in said LANDOWNER's Deed, shall remain in effect in accordance with all of its terms and provisions.

It is the intention of both WOLVERINE and LANDOWNER that said Defined Easement shall (1) extend completely across the land conveyed by LANDOWNER's Deed and (2) be located in such manner that all of WOLVERINE's presently existing pipelines (if more than one) will be within its boundaries. To this end it is understood and agreed that, in the event it should ever be determined that either of said boundary lines have not

been properly located or that there is a conflict between calls for the boundary lines or for the existing pipeline or pipelines and calls for other objects or monuments or calls for course or distance in the description of said Defined Easement, the call for the pipeline or boundary line shall prevail over any call in conflict therewith, and if necessary, the Defined Easement shall be extended in length and/or adjusted as to location in order that the intention of the parties will be carried out.

The provisions hereof shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective successors, heirs or assigns, until released of record by WOLVERINE, its successors or assigns.

Notwithstanding the foregoing or anything else to the contrary contained herein, in the event it is subsequently determined that LANDOWNER'S representation and warranty as to the ownership of LANDOWNER'S LAND is not accurate and enforceable, then this AMENDMENT OF EASEMENT also shall be void and unenforceable.

ANY REMAINING SPACE ON THIS PAGE INTENTIONALLY LEFT BLANK. SEE NEXT PAGE FOR SIGNATURES.

WE have caused this AMENDMENT OF EASEMENT to be executed this _____ day of _____, 20____.

“WOLVERINE”

Wolverine Pipe Line Company

By: _____

Printed Name: Marius A. Greene

Title: Vice President & Manager

STATE OF MICHIGAN §
COUNTY OF KALAMAZOO § ss.
 §

This instrument was acknowledged and executed before me on this ____ day of _____, 20__, by Marius A. Greene, Vice President & Manager of Wolverine Pipe Line Company, a Delaware corporation, acting on behalf of said corporation.

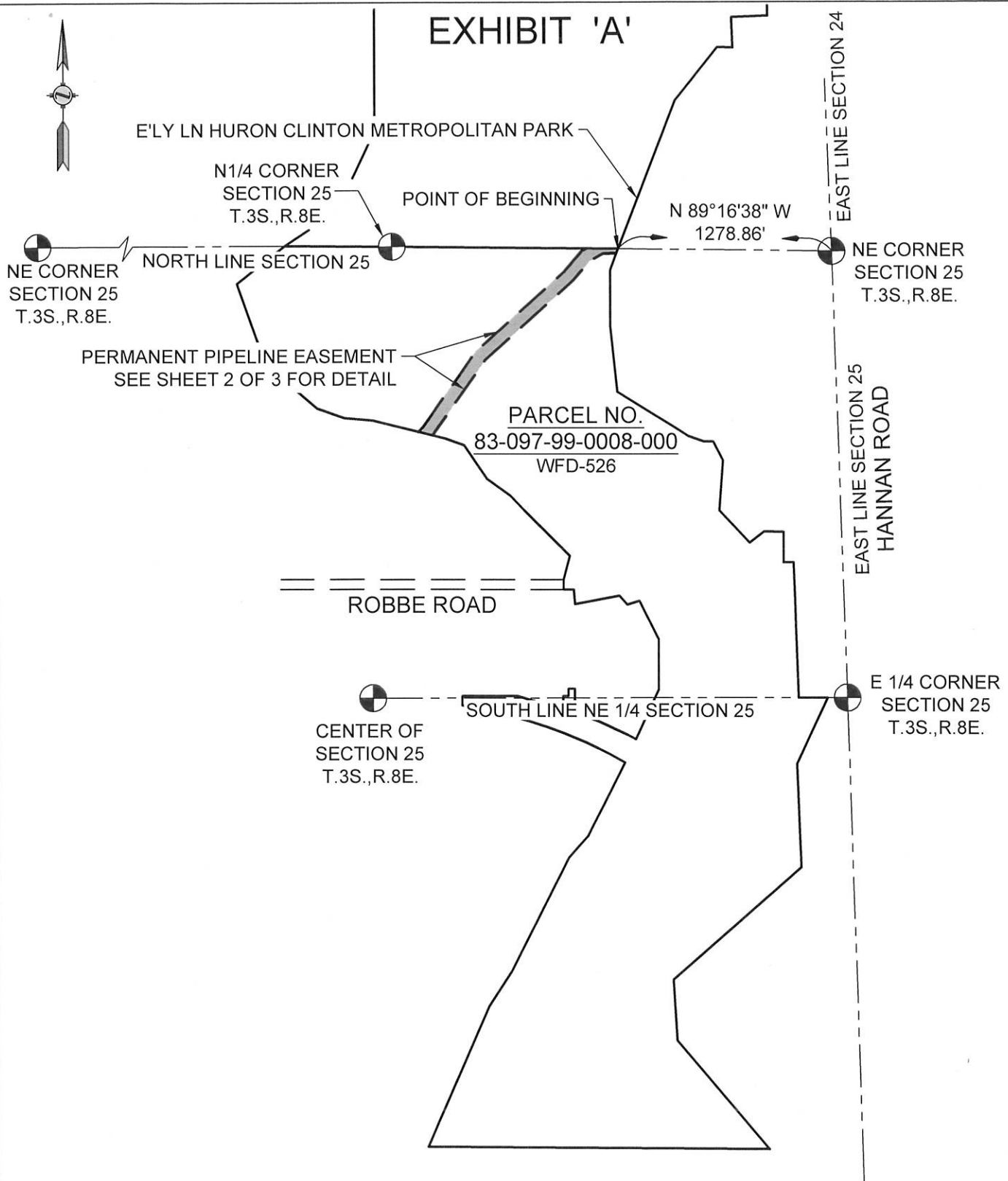
Notary Public

I am a resident of _____ County, Michigan

Acting In: _____ County, Michigan

My commission expires: _____

EXHIBIT 'A'



75' WIDE PERMANENT PIPELINE EASEMENT = 2.674 ACRES

BEARINGS HEREON ARE BASED UPON NAD83, STATE PLANE MICHIGAN SOUTH ZONE PROJECTION. DISTANCES SHOWN ARE GROUND.

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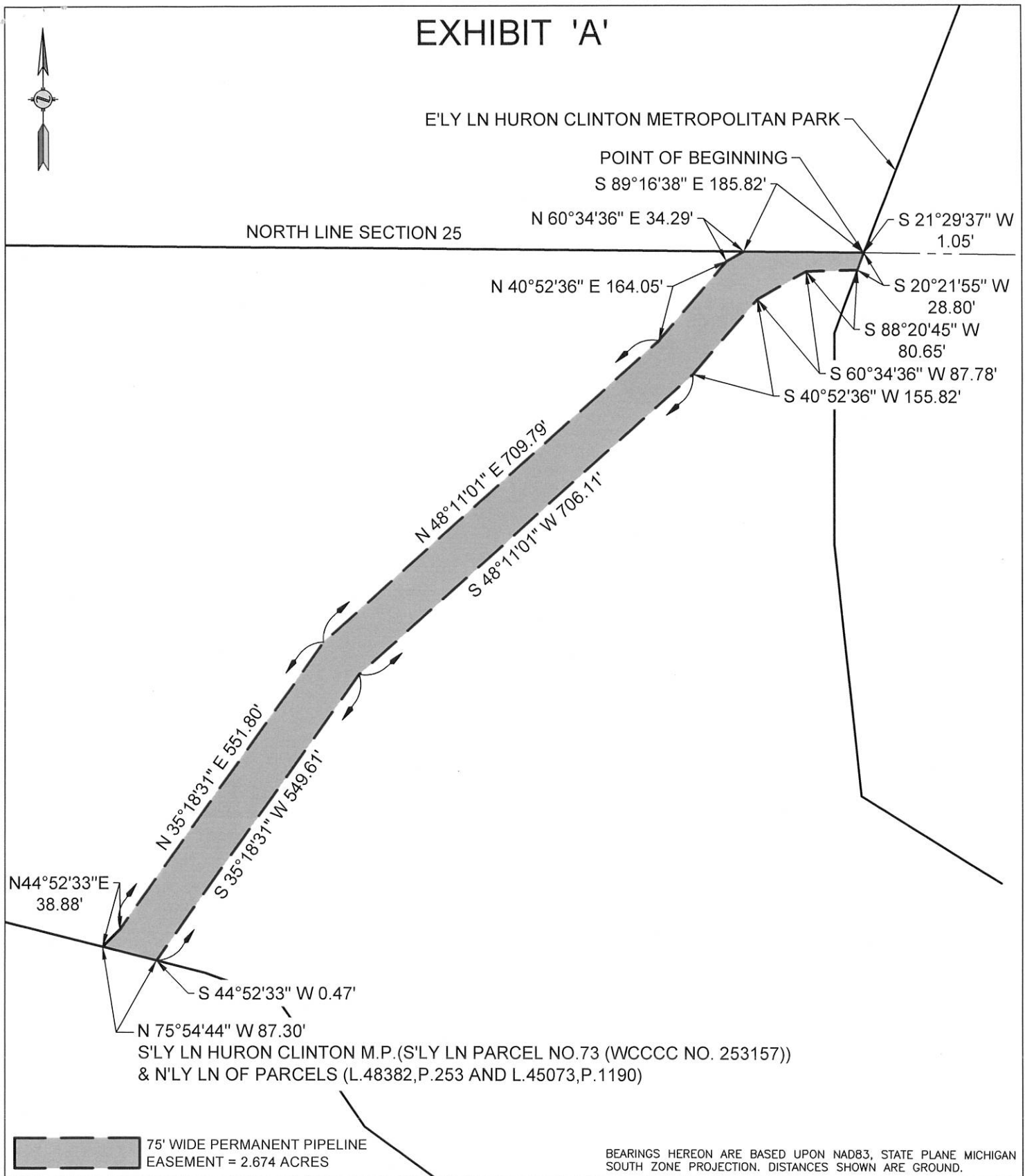
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PROPERTY PLAT
DETROIT METRO ACCESS PROJECT
CROSSING HURON-CLINTON METRO
AUTHORITY METRO PARK
VAN BUREN TWP, WAYNE CO., MI.

Wolverine
pipe line company

DATE: 02-04-2016	HEI PROJECT # 15-04-030
SCALE: 1" = 800'	DRAWN BY: HEI(AJN)
DWG NO. WFD-526	REV. 1 SHEET 1 OF 3

EXHIBIT 'A'



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PROPERTY PLAT
DETROIT METRO ACCESS PROJECT
CROSSING HURON-CLINTON METRO
AUTHORITY METRO PARK
VAN BUREN TWP, WAYNE CO., MI.



DATE: 02-04-2016	HEI PROJECT # 15-04-030
SCALE: 1" = 200'	DRAWN BY: HEI(AJN)
DWG NO. WFD-526	REV. 1
	SHEET 2 OF 3

EXHIBIT 'A'

Description of Permanent Pipeline Easement
Across Huron-Clinton Metro Authority Metro Park
Parcel Number: 83-097-99-0008-000

A Permanent Pipeline Easement lying over, under and across that part of Section 25, Township 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, described as follows:

Commencing at the Northeast Corner of said Section 25; thence North 89 degrees 16 minutes 38 seconds West (basis of bearings NAD83, Michigan South) 1278.86 feet along the North Line of Section 25 to an Easterly Line of the Huron Clinton Metropolitan Park and the Point of Beginning; thence South 21 degrees 29 minutes 37 seconds West 1.05 feet along an Easterly Line of the Huron Clinton Metropolitan Park to a concrete monument; thence South 20 degrees 21 minutes 55 seconds West 28.80 feet along an Easterly Line of the Huron Clinton Metropolitan Park; thence South 88 degrees 20 minutes 45 seconds West 80.65 feet; thence South 60 degrees 34 minutes 36 seconds West 87.78 feet; thence South 40 degrees 52 minutes 36 seconds West 155.82 feet; thence South 48 degrees 11 minutes 01 second West 706.11 feet; thence South 35 degrees 18 minutes 31 seconds West 549.61 feet; thence South 44 degrees 52 minutes 33 seconds West 0.47 feet to a Southerly Line of the Huron Clinton Metropolitan Park; thence North 75 degrees 54 minutes 44 seconds West 87.30 feet along a Southerly Line of the Huron Clinton Metropolitan Park as described and recorded as Parcel No. 73 of Wayne County Circuit Court Case No. 253157 and along the Northerly Line of the parcels of land as described and recorded in Liber 48382, Page 253 and Liber 45073, Page 1190; thence North 44 degrees 52 minutes 33 seconds East 38.88 feet; thence North 35 degrees 18 minutes 31 seconds East 551.80 feet; thence North 48 degrees 11 minutes 01 second East 709.79 feet; thence North 40 degrees 52 minutes 36 seconds East 164.05 feet; thence North 60 degrees 34 minutes 36 seconds East 34.29 feet to the North Line of Section 25; thence South 89 degrees 16 minutes 38 seconds East 185.82 feet along the North Line of Section 25 to the Point of Beginning.

Described Permanent Pipeline Easement contains 2.674 acres.

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PROPERTY PLAT
DETROIT METRO ACCESS PROJECT
CROSSING HURON-CLINTON METRO
AUTHORITY METRO PARK
VAN BUREN TWP, WAYNE CO., MI.



DATE: 02-04-2016	HEI PROJECT # 15-04-030
SCALE: NONE	DRAWN BY: HEI(AJN)
DWG NO. WFD-526	REV. 1 SHEET 3 OF 3

AMENDMENT OF EASEMENT

ROW NO.: W-1029

File NO.: WFD-528

THE STATE OF MICHIGAN §
 § ss: KNOW ALL MEN BY THESE PRESENTS
 COUNTY OF WAYNE §

WHEREAS, Wolverine Pipe Line Company, a Delaware corporation, hereinafter referred to as "WOLVERINE," is the present owner of the Pipe Line Easement or easements, sometimes referred to as the "Base Easement", covering lands in Wayne County, Michigan, pursuant to the following instruments:

Pipe Line Easement granted by Huron-Clinton Metropolitan Authority, a Michigan public body corporation, to Wolverine Pipe Line Company, its successors and assigns, dated November 12, 1953, which instrument was filed for record in the Wayne County Recorder's Office on December 30, 1953 in Liber 11963, Page 216, reference to which is here made for all purposes as if the same were copied herein, and;

WHEREAS, Huron-Clinton Metropolitan Authority, a Michigan public body corporation, hereinafter referred to as "LANDOWNER", whether one or more, represents and warrants that they are the present owners of a parcel of land which is encumbered by the Base Easement, and being more particularly described in a certain Wayne County Circuit Court Case No. 253157 entered February 16, 1949, and recorded in Liber 689, Page 101 in the Wayne County, Michigan Recorder's Office, P.I.N. 83-096-99-0004-000, hereinafter referred to as "LANDOWNER'S LAND", and;

WHEREAS, LANDOWNER and WOLVERINE desire to amend said Base Easement insofar only as it affects LANDOWNER'S LAND, subject to the terms and provisions of this instrument.

NOW, THEREFORE, for and in consideration of the premises, the covenants and agreements herein contained, WOLVERINE and LANDOWNER agree to amend and do hereby amend said Base Easement, ONLY INSOFAR AS said Base Easement affects LANDOWNER'S LAND, in the following particulars:

I. From and after the date hereof, all of WOLVERINE's pipelines and related equipment and facilities, heretofore or hereafter laid and constructed shall be confined to the Easement Area as shown and described within Exhibit "A", which is attached hereto, hereinafter sometimes called the "Defined Easement".

II. For and in consideration of the benefits to be derived, WOLVERINE shall hereafter have and is hereby granted by LANDOWNER, without additional monetary consideration, the right from time to time, to lay, construct, maintain, operate, replace, change the size of, and remove pipelines (without limitation as to number, size, or time of construction) for the transportation of oil, gas, water, petroleum products, and any other liquids, gases, or substances (whether or not of a similar nature), which can be transported through a pipeline, along with all related incidental equipment on, over, and through said Defined Easement, together with the rights of ingress and egress

over and across LANDOWNER's adjoining lands for all purposes incident thereto, and the right of assignment in whole or in part, until released of record by WOLVERINE or its successors or assigns.

III. WOLVERINE shall hereafter hold said right of way and easement subject to the following covenants and agreements between the parties hereto:

(a) WOLVERINE shall have the right, at no additional cost or expense to WOLVERINE during any period of time when a pipeline is being laid, constructed, replaced, repaired, changed, or removed hereunder to use any portions of LANDOWNER'S LAND, not at that time occupied by substantial improvements, alongside, adjacent to, and on either side of said Defined Easement, hereinafter referred to as "Temporary Working Space".

(b) WOLVERINE shall have the right at no additional cost or expense to WOLVERINE any time and from time to time to remove from the Defined Easement any trees, shrubs, growing ornamentals, structures, fixtures, improvements, personal property, or parts thereof which may obstruct or obscure the Defined Easement, or which may cause increased risks to persons or property, or which may interfere in any way with the use, operation, maintenance, repair, or replacement of the pipelines and related facilities or with the maintenance or inspection of the Defined Easement.

(c) During the initial construction of the second pipeline, WOLVERINE will be obligated to pay damages to LANDOWNER for any damages to trees (only those trees outside of the original easement), shrubs, growing ornamentals, agricultural crops, lawns or improvements which may result from the acts or omissions of WOLVERINE in laying the pipeline. After initial construction of the second pipeline, WOLVERINE shall only be obligated to pay for damages to LANDOWNER for those damages that occur outside the Defined Easement, except that WOLVERINE shall be obligated to repair or pay landowner damages for driveways, sidewalks, annual agricultural crops and lawns, if permitted herein, damaged within the Defined Easement.

(d) It is expressly understood that except for existing easement rights now owned by other parties, WOLVERINE, its successors or assigns, shall have an exclusive easement over, across and through the Defined Easement, and no further easements may be granted within said strip except as provided in Section III(e) following. It is agreed that except for existing crossings and those permitted hereunder, LANDOWNER its successors or assigns, shall not erect, construct, or permit the erection or construction thereon of any structure, house, building, pavement, parking lot, swimming pool, deck, patio, water impoundment area, storage area, any permanent improvement or any similar use, except as hereinafter otherwise provided, upon the Defined Easement. It being the intention of the parties hereto that WOLVERINE shall have an unobstructed and unobscured easement on, over, and across the Defined Easement.

(e) Notwithstanding anything to the contrary contained herein, LANDOWNER, its heirs, successors and assigns may permit the construction of streets, sidewalks, driveways, and utility lines across, at an angle of 60° or more but not more than 120°, the said Defined Easement, but shall reimburse WOLVERINE for any expenses which may be incurred by WOLVERINE in making any alterations, modifications, or relocations of the pipelines or incidental equipment located within said Defined Easement which may, in WOLVERINE's reasonable judgment, be necessary as a result of any such construction.

Nothing herein contained shall be construed as releasing any rights or privileges under said Base Easement insofar as the Base Easement covers the Defined Easement. The Base Easement, insofar as it relates to said Defined Easement, and insofar as it may be inconsistent and in conflict herewith, is hereby amended so that the rights and obligations of the parties hereto shall be determined under the terms and provisions of this instrument. The Base Easement, insofar as it may cover and relate to land other than the land described in said LANDOWNER's Deed, shall remain in effect in accordance with all of its terms and provisions.

It is the intention of both WOLVERINE and LANDOWNER that said Defined Easement shall (1) extend completely across the land conveyed by LANDOWNER's Deed and (2) be located in such manner that all of WOLVERINE's presently existing pipelines (if more than one) will be within its boundaries. To this end it is understood and agreed that, in the event it should ever be determined that either of said boundary lines have not

been properly located or that there is a conflict between calls for the boundary lines or for the existing pipeline or pipelines and calls for other objects or monuments or calls for course or distance in the description of said Defined Easement, the call for the pipeline or boundary line shall prevail over any call in conflict therewith, and if necessary, the Defined Easement shall be extended in length and/or adjusted as to location in order that the intention of the parties will be carried out.

The provisions hereof shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective successors, heirs or assigns, until released of record by WOLVERINE, its successors or assigns.

Notwithstanding the foregoing or anything else to the contrary contained herein, in the event it is subsequently determined that LANDOWNER'S representation and warranty as to the ownership of LANDOWNER'S LAND is not accurate and enforceable, then this AMENDMENT OF EASEMENT also shall be void and unenforceable.

ANY REMAINING SPACE ON THIS PAGE INTENTIONALLY LEFT BLANK. SEE NEXT PAGE FOR SIGNATURES.

WE have caused this AMENDMENT OF EASEMENT to be executed this _____ day of _____, 20____.

“WOLVERINE”

Wolverine Pipe Line Company

By: _____

Printed Name: Marius A. Greene

Title: Vice President & Manager

STATE OF MICHIGAN §
COUNTY OF KALAMAZOO § ss.

This instrument was acknowledged and executed before me on this ____ day of _____, 20__, by Marius A. Greene, Vice President & Manager of Wolverine Pipe Line Company, a Delaware corporation, acting on behalf of said corporation.

Notary Public

I am a resident of _____ County, Michigan

Acting In: _____ County, Michigan

My commission expires: _____

On behalf of Huron-Clinton Metropolitan Authority

Title: _____

This instrument was acknowledged and executed before me on this ____ day of _____, 20____, by _____, _____, on behalf of Huron-Clinton Metropolitan Authority, a Michigan public body corporation.

My commission expires: _____

Wolverine Pipe Line Company
Attn: Marius A. Greene
8075 Creekside Drive, Suite 210
Portage, MI 49024-6303

EXHIBIT 'A'

E 1/4 CORNER
SECTION 24
T.3S.,R.8E.

PARCEL NO. 83-096-99-0004-000
WFD-528

E'LY LN HURON CLINTON METROPOLITAN PARK

PERMANENT PIPELINE EASEMENT
SEE SHEET 2 OF 3 FOR DETAIL

SOUTH LINE OF SECTION 24

POINT OF BEGINNING

N 89°16'38" W 1278.86'

SE CORNER
SECTION 24
T.3S.,R.8E.

EAST LINE OF SECTION 24
HANNAN ROAD

EAST LINE OF SECTION 25

75' WIDE PERMANENT PIPELINE
EASEMENT = 0.162 ACRES

BEARINGS HEREON ARE BASED UPON NAD83, STATE PLANE MICHIGAN
SOUTH ZONE PROJECTION. DISTANCES SHOWN ARE GROUND.

HOLLAND
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PROPERTY PLAT
DETROIT METRO ACCESS PROJECT
CROSSING HURON-CLINTON METRO
AUTHORITY METRO PARK
VAN BUREN TWP, WAYNE CO., MI.

Wolverine
pipe line company

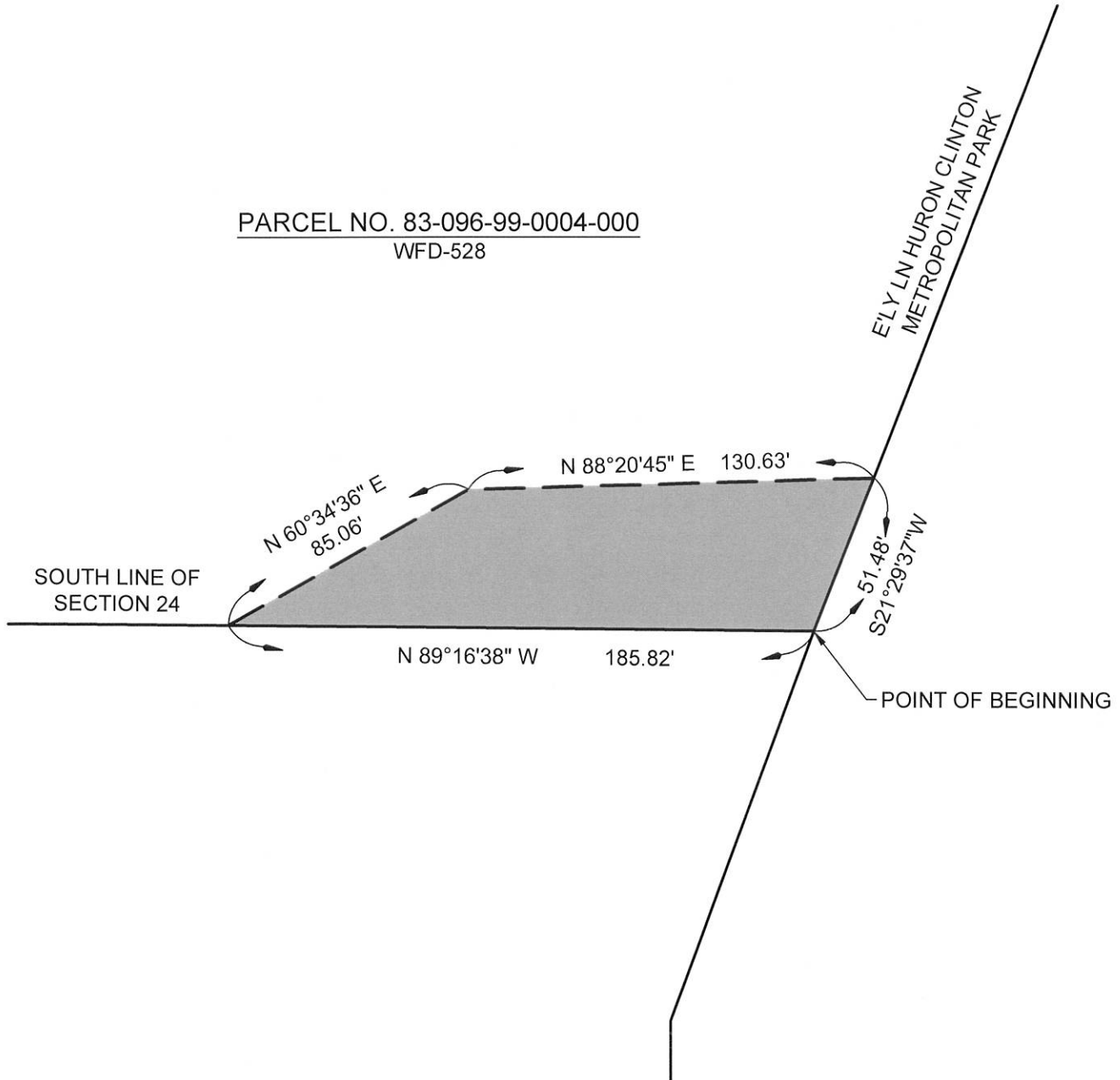
DATE: 02-04-2016	HEI PROJECT # 15-04-030
SCALE: 1" = 500'	DRAWN BY: HEI(AJN)
DWG NO. WFD-528	REV. 1 SHEET 1 OF 3

EXHIBIT 'A'



PARCEL NO. 83-096-99-0004-000
WFD-528

E'LY LN HURON CLINTON
METROPOLITAN PARK



75' WIDE PERMANENT PIPELINE
EASEMENT = 0.162 ACRES

BEARINGS HEREON ARE BASED UPON NAD83, STATE PLANE MICHIGAN
SOUTH ZONE PROJECTION. DISTANCES SHOWN ARE GROUND.

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PROPERTY PLAT
DETROIT METRO ACCESS PROJECT
CROSSING HURON-CLINTON METRO
AUTHORITY METRO PARK
VAN BUREN TWP, WAYNE CO., MI.



DATE: 02-04-2016	HEI PROJECT # 15-04-030
SCALE: 1" = 50'	DRAWN BY: HEI(AJN)
DWG NO. WFD-528	REV. 1
	SHEET 2 OF 3

EXHIBIT 'A'

Description of Permanent Pipeline Easement
Across Huron-Clinton Metro Authority Metro Park
Parcel Number: 83-096-99-0004-000

A Permanent Pipeline Easement lying over, under and across that part of Section 24, Township 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, described as follows:

Commencing at the Southeast Corner of said Section 24; thence North 89 degrees 16 minutes 38 seconds West (basis of bearings NAD83, Michigan South) 1278.86 feet along the South Line of Section 24 to an Easterly Line of the Huron Clinton Metropolitan Park at a point distant North 21 degrees 29 minutes 37 seconds West 1.05 from a concrete monument and being the Point of Beginning; thence North 89 degrees 16 minutes 38 seconds West 185.82 feet along the South Line of Section 24; thence North 60 degrees 34 minutes 36 seconds East 85.06 feet ; thence North 88 degrees 20 minutes 45 seconds East 130.63 feet to an Easterly Line of the Huron Clinton Metropolitan Park; thence South 21 degrees 29 minutes 37 seconds West 51.48 feet along an Easterly Line of the Huron Clinton Metropolitan Park to the Point of Beginning.

Described Permanent Pipeline Easement contains 0.162 acres.

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PROPERTY PLAT
DETROIT METRO ACCESS PROJECT
CROSSING HURON-CLINTON METRO
AUTHORITY METRO PARK
VAN BUREN TWP, WAYNE CO., MI.



DATE: 02-04-2016	HEI PROJECT # 15-04-030
SCALE: NONE	DRAWN BY: HEI(AJN)
DWG NO. WFD-528	REV. 1 SHEET 3 OF 3

Wolverine Pipe Line Company
Easement Payment Schedule

WFD-526

Landowner(s): Huron-Clinton Metropolitan Authority

Address: 13000 High Ridge Drive, Brighton, Michigan 48114

Landowner agrees to accept the amount shown below for payment in full of a pipeline easement dated _____, 20____. Any construction damages will be paid seperately unless noted below.

Existing Easement Area: 2.674 acres
New Easement Area: 0 acres
Total Easement Area: 2.674 acres

Payment Due Under Base Easement:			=	\$90.00
Payment for Existing Easement Area:	2.674	x	\$3,000 per acre	= \$8,022.00
Payment for New Easement Area:	0	x	\$0 per acre	= \$0.00
			Less Initial Consideration	- \$10.00
			Total Amount Due:	\$8,102.00

WOLVERINE

LANDOWNER

Print Name

Title

Wolverine Pipe Line Company Easement Payment Schedule

WFD-528

Landowner(s): Huron-Clinton Metropolitan Authority

Address: 13000 High Ridge Drive, Brighton, Michigan 48114

Landowner agrees to accept the amount shown below for payment in full of a pipeline easement dated _____, 20____. Any construction damages will be paid separately unless noted below.

Existing Easement Area:	0.162 acres
New Easement Area:	0 acres
Total Easement Area:	0.162 acres

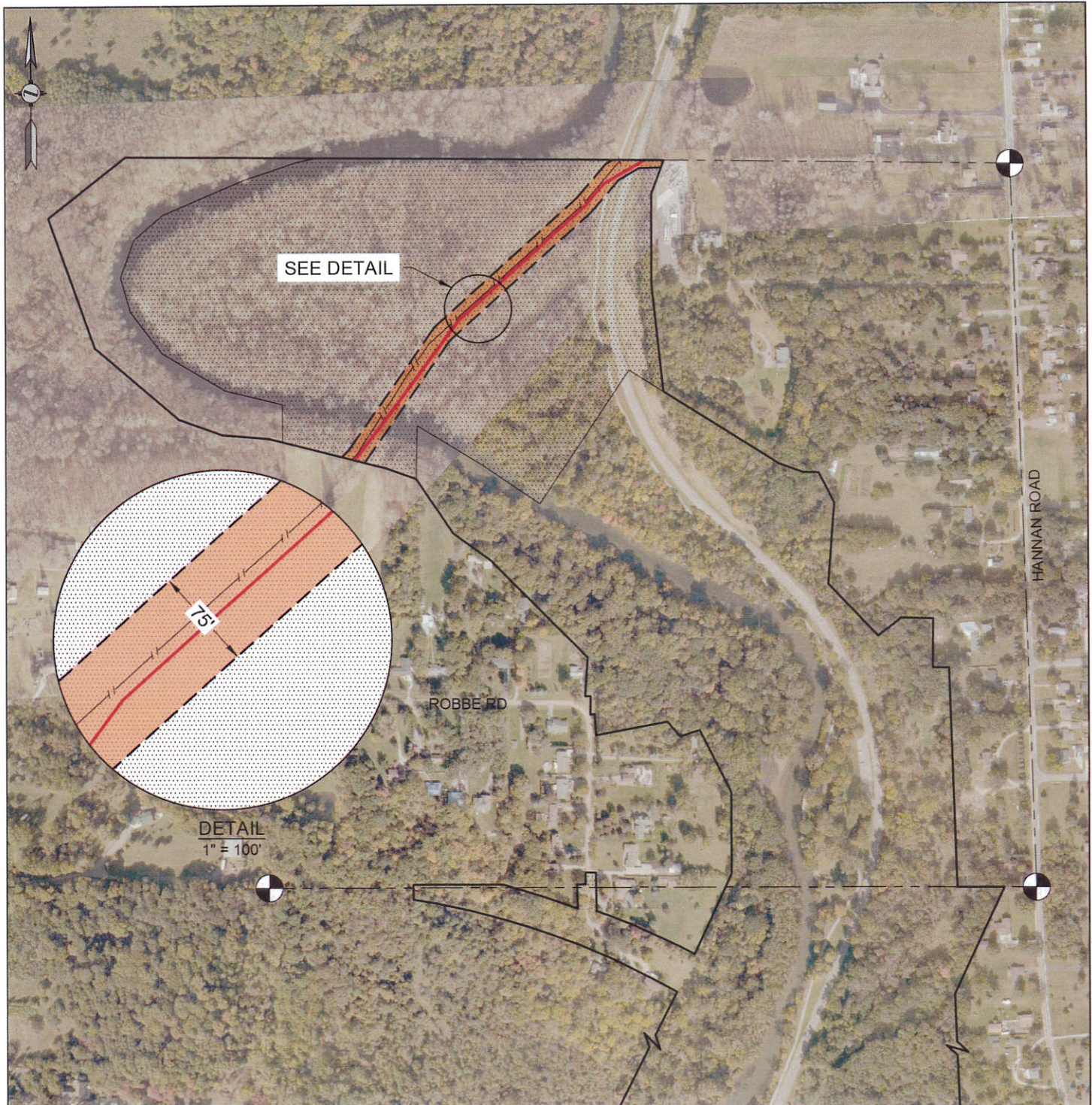
Payment Due Under Base Easement:		=	\$11.00
Payment for Existing Easement Area:	0.162 x \$3,000 per acre	=	\$486.00
Payment for New Easement Area:	0 x \$0 per acre	=	\$0.00
	Less Initial Consideration	-	\$10.00
	Total		\$487.00
	Minimum Payment	=	\$500.00

WOLVERINE

LANDOWNER

Print Name

Title



- EXISTING WOLVERINE PIPELINE
 PROPOSED WOLVERINE PIPELINE
 EXISTING PERMANENT EASEMENT
 (BLANKET EASEMENT) (REF# W-1029)
 PROPOSED 75' PERMANENT EASEMENT
 116,227 SF = 2.668 ACRES

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ACQUISITION MAP
 DETROIT METRO ACCESS PROJECT
 CROSSING PROPERTY OF
 HURON CLINTON METRO
 AUTH METRO PARK
 VAN BUREN TWP, WAYNE CO., MI.

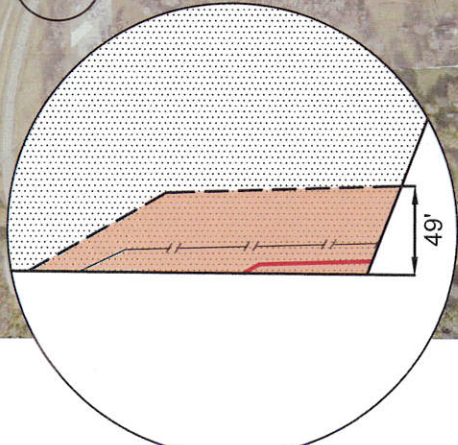
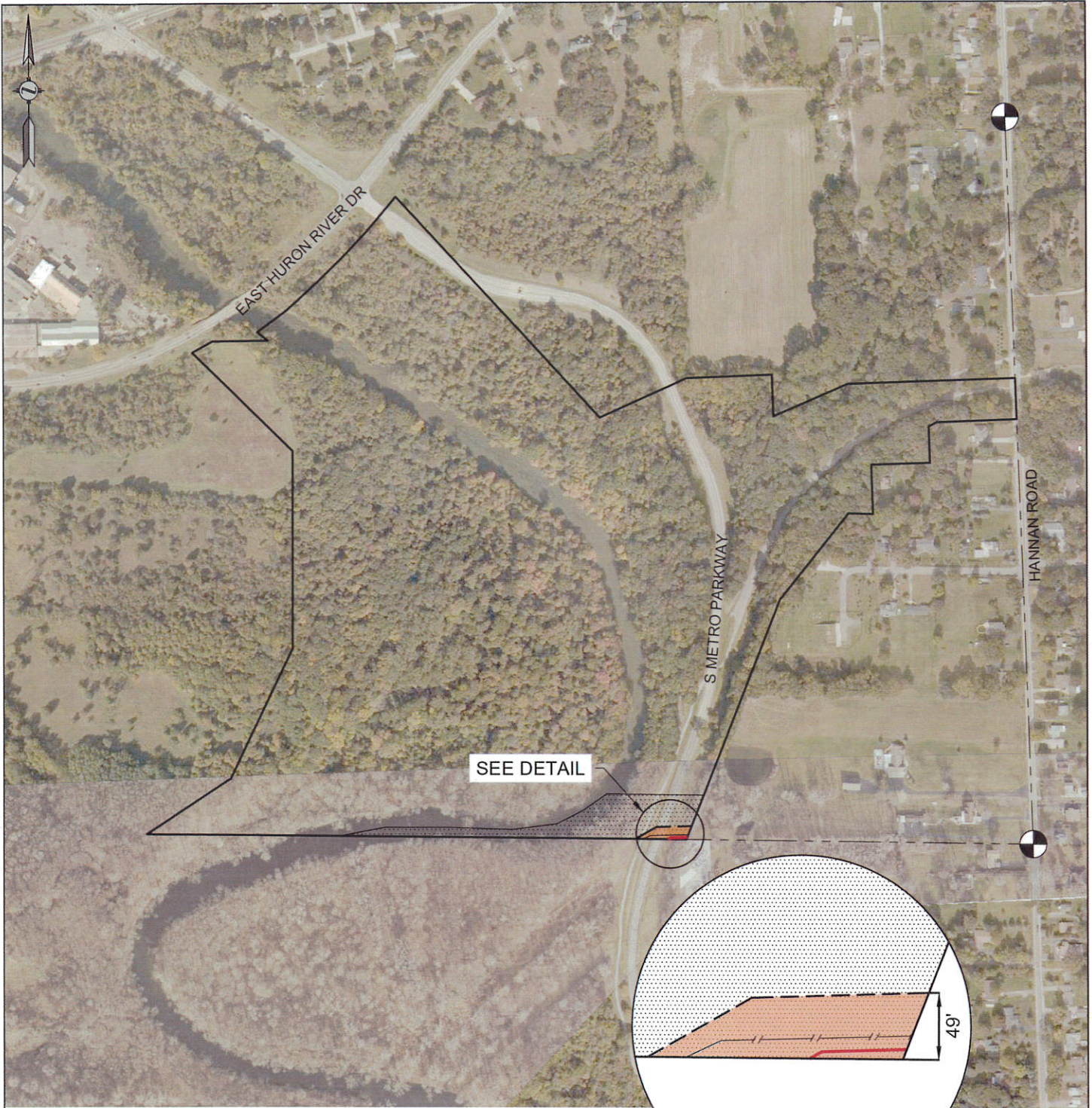


DATE: 12-04-2015	HEI PROJECT # 15-04-030
SCALE: 1" = 500'	DRAWN BY: PGM
DWG NO. WFD-526AC	REV. A
	SHEET 1 OF 1

No Agent

cm

Define



- EXISTING WOLVERINE PIPELINE
- PROPOSED WOLVERINE PIPELINE
- EXISTING PERMANENT EASEMENT (BLANKET EASEMENT) (REF# W-1029)
- PROPOSED PERMANENT EASEMENT
7,307 SF = 0.168 ACRES

DETAIL
1" = 100'

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ACQUISITION MAP
DETROIT METRO ACCESS PROJECT
CROSSING PROPERTY OF
HURON CLINTON METRO
AUTH METRO PARK
VAN BUREN TWP, WAYNE CO., MI.



DATE: 12-04-2015	HEI PROJECT # 15-04-030
SCALE: 1" = 500'	DRAWN BY: PGM
DWG NO. WFD-528AC	REV. A
	SHEET 1 OF 1

No Agent *cm*

Define 131 of 183

EXHIBIT 'A'

E 1/4 CORNER
SECTION 24
T.3S.,R.8E.PARCEL NO. 83-096-99-0004-000
WFD-528

E'LY LN HURON CLINTON METROPOLITAN PARK

PERMANENT PIPELINE EASEMENT
SEE SHEET 2 OF 3 FOR DETAIL

SOUTH LINE OF SECTION 24

POINT OF BEGINNING

N 89°16'38" W 1278.86'

SE CORNER
SECTION 24
T.3S.,R.8E.EAST LINE OF SECTION 24
HANNAN ROAD

EAST LINE OF SECTION 25

75' WIDE PERMANENT PIPELINE
EASEMENT = 0.162 ACRESBEARINGS HEREON ARE BASED UPON NAD83, STATE PLANE MICHIGAN
SOUTH ZONE PROJECTION. DISTANCES SHOWN ARE GROUND.**HOLLAND**
ENGINEERING

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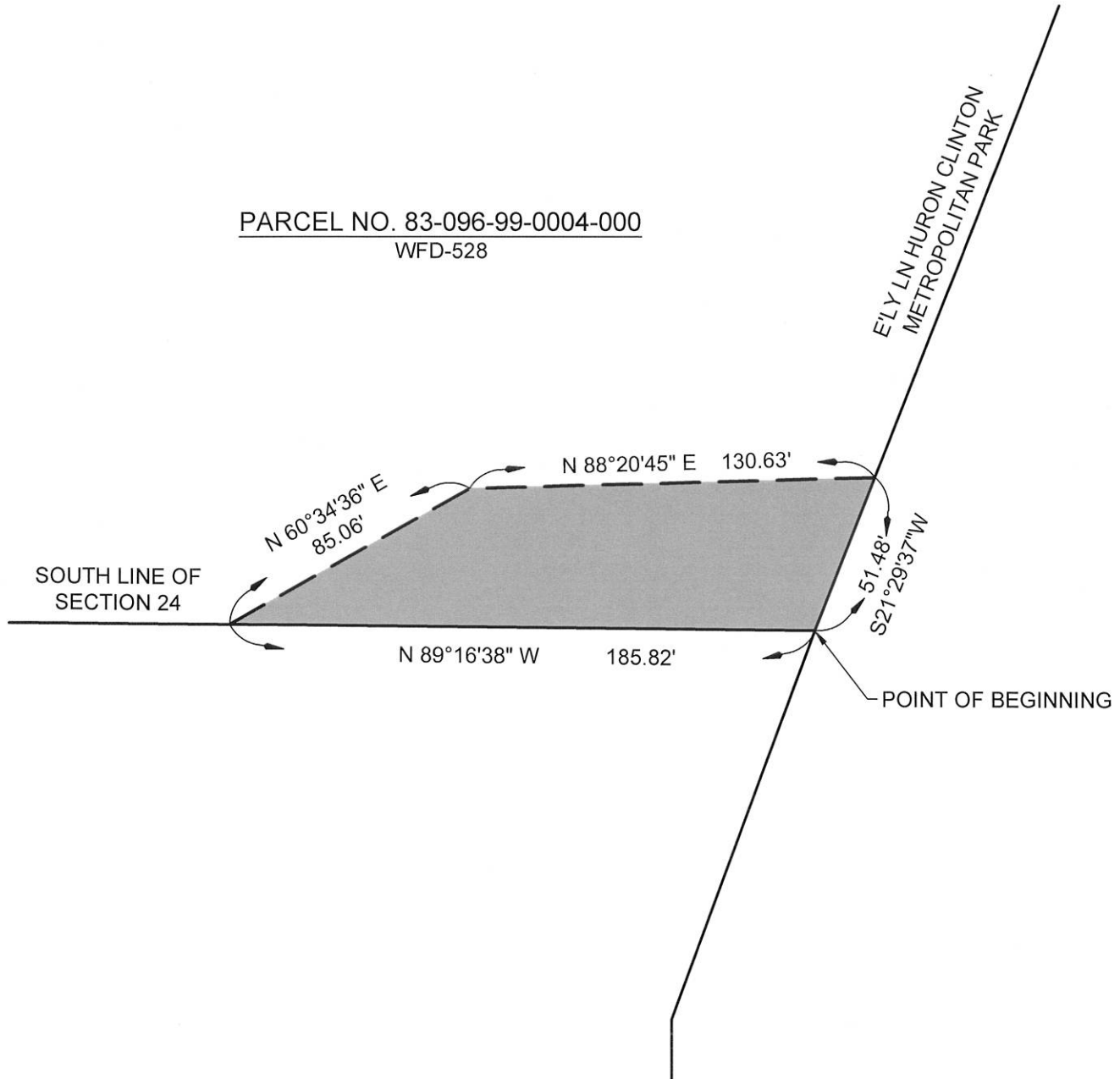
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DETROIT METRO ACCESS PROJECT
CROSSING HURON-CLINTON METRO
AUTHORITY METRO PARK
VAN BUREN TWP, WAYNE CO., MI.


DATE: 02-04-2016	HEI PROJECT # 15-04-030
SCALE: 1" = 500'	DRAWN BY: HEI(AJN)
DWG NO. WFD-528	REV. 1
	SHEET 1 OF 3

EXHIBIT 'A'



PARCEL NO. 83-096-99-0004-000
WFD-528



 75' WIDE PERMANENT PIPELINE
EASEMENT = 0.162 ACRES

BEARINGS HEREON ARE BASED UPON NAD83, STATE PLANE MICHIGAN
SOUTH ZONE PROJECTION. DISTANCES SHOWN ARE GROUND.

HOLLAND
ENGINEERING

ENGINEERING | SURVEYING | PIPELINE SERVICES

220 Hoover Boulevard, Suite 2
Holland, Michigan 49423-3766
T 616-392-5938 F 616-392-2116
www.hollandengineering.com

26555 Evergreen Rd. Suite 430
Southfield, Michigan 48076
T 248-827-7322 F 248-827-7549

PROPERTY PLAT
DETROIT METRO ACCESS PROJECT
CROSSING HURON-CLINTON METRO
AUTHORITY METRO PARK
VAN BUREN TWP, WAYNE CO., MI.



DATE: 02-04-2016	HEI PROJECT # 15-04-030
SCALE: 1" = 50'	DRAWN BY: HEI(AJN)
DWG NO. WFD-528	REV. 1
	SHEET 2 OF 3

EXHIBIT 'A'

Description of Permanent Pipeline Easement
Across Huron-Clinton Metro Authority Metro Park
Parcel Number: 83-096-99-0004-000

A Permanent Pipeline Easement lying over, under and across that part of Section 24, Township 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, described as follows:

Commencing at the Southeast Corner of said Section 24; thence North 89 degrees 16 minutes 38 seconds West (basis of bearings NAD83, Michigan South) 1278.86 feet along the South Line of Section 24 to an Easterly Line of the Huron Clinton Metropolitan Park at a point distant North 21 degrees 29 minutes 37 seconds West 1.05 from a concrete monument and being the Point of Beginning; thence North 89 degrees 16 minutes 38 seconds West 185.82 feet along the South Line of Section 24; thence North 60 degrees 34 minutes 36 seconds East 85.06 feet ; thence North 88 degrees 20 minutes 45 seconds East 130.63 feet to an Easterly Line of the Huron Clinton Metropolitan Park; thence South 21 degrees 29 minutes 37 seconds West 51.48 feet along an Easterly Line of the Huron Clinton Metropolitan Park to the Point of Beginning.

Described Permanent Pipeline Easement contains 0.162 acres.

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PROPERTY PLAT
DETROIT METRO ACCESS PROJECT
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AUTHORITY METRO PARK
VAN BUREN TWP, WAYNE CO., MI.



DATE: 02-04-2016	HEI PROJECT # 15-04-030
SCALE: NONE	DRAWN BY: HEI(AJN)
DWG NO. WFD-528	REV. 1 SHEET 3 OF 3

Pursuant to Act 16 of 1929 MCL 483.2a

NOTICE OF AGRICULTURAL IMPACT MITIGATION AGREEMENT

Pertaining to the construction of the

WOLVERINE PIPE LINE SIXTEEN INCH (16") DIAMETER PIPELINE

The Wolverine Pipe Line Company, a Delaware corporation, agrees to the following standards and policies affecting the construction of the Company's proposed sixteen inch (16") diameter pipeline. These standards and policies will serve to mitigate the negative agricultural impacts resulting from the pipeline's construction across agricultural land.

All actions described hereafter in this Notice shall be carried out by the Wolverine Pipe Line Company and/or its contractor(s). However, Landowners may change the time and manner in which the mitigative actions are performed on their land (permanent and temporary easements), if such changes are acceptable to the Wolverine Pipe Line Company.

Company	=	Wolverine Pipe Line Company
Cropland	=	Land used for growing row crops or small grains: includes land which was formerly used as cropland, but is currently in a government set-aside program.
Landowner	=	Person(s) responsible for making decisions regarding the restoration of the land adversely impacted by the pipeline.
Right-of-Way	=	Includes the permanent and temporary easements which the Company acquires for the purpose of constructing/repairing a pipeline across someone's land.

1. Pipeline Depth

- a. The pipeline will be buried with a minimum of four feet (4') of topcover.
- b. The Company will routinely patrol the pipeline; however, the amount of topcover will not specifically be monitored by the Company and is subject to change over time due to Landowner actions or erosion.

2. Topsoil Replacement

- a. The Company will first strip and stockpile all the topsoil from the area to be excavated for the pipeline trench.
- b. All subsoil material which is removed from the pipeline trench will be placed in a second stockpile that is separate from the topsoil stockpile.
- c. In backfilling the trench, the Company will first use the stockpiled subsoil material.

- d. The topsoil must be replaced within the trench so that after settling occurs, the topsoil's original depth and contour will be achieved. In no instance will the topsoil materials be used for any other purpose.
- e. If the mixing of subsoil occurs whereby the topsoil contains more than 25% subsoil material, the Company will be obligated to excavate such topsoil and replace it with topsoil which is similar to that which originally existed on the pipeline Right-of-Way.
- f. The subsoil displaced by the pipeline must be hauled off the Landowner's premises or disposed of on the Landowner's premises at a location that is acceptable to the Landowner.

3. Repair of Damaged Tile Lines

If underground drainage tile is damaged by the pipeline construction, it must be repaired in a manner that assures the tile line's proper operation at the point of repair. The following standards and policies shall apply to the tile line repairs.

- a. All tile lines which need repairing shall be repaired with materials of the same or better quality as that which was damaged.
- b. Where tile lines are severed by the pipeline trench, three-sided steel channel iron will be used to support the repaired tile lines.
 - i. The channel width of the channel iron must be $\frac{1}{2}$ the outside diameter of the tile it is supporting.
 - ii. The gauge of steel in the channel iron must be sufficient to support a 10 ton point load at the surface directly above the repaired tile line.
 - iii. The channel iron must extend a minimum of two feet (2') into previously undisturbed soil on both sides of the pipeline trench. If the tile repair involves clay tile, the channel iron must extend to the first tile joint beyond the minimum distance of two feet (2').
 - iv. Within the trench, one and one-half inch ($1\frac{1}{2}$ ") diameter rock must be backfilled under all tile lines to the base of the channel iron.
 - v. There must be a one foot (1') separation between the tile line and the pipeline whether the pipeline passes over or under the tile line.
 - vi. In no instance will the grade of the tile line be changed.
- c. Heavy construction equipment working within the permanent and temporary easements may crush shallow drainage tile. All tile lines intersecting the pipeline trench must be probed laterally for their entire length within the permanent and temporary easements to check for damaged tile. Probing must occur immediately prior to the trench being backfilled. If tile lines are found to be damaged, they must be repaired so they operate as well after construction as before construction began, and in a manner that is acceptable to the Landowner.

- d. Tile line repairs must be made within 21 days of the date the damage occurred, weather and Landowner permitting. If the Landowner elects to make his/her own tile repairs, such damage payments must be made within 14 days of the date of the completed repair work.
- e. The Company will remain liable following the completion of the pipeline to insure that all Company tile line repairs do not fail because of the pipeline construction. The Company will not be responsible for tile line repairs which the Company pays the Landowner to perform.

4. Rock Removal

- a. The Company will not backfill the top five feet (5') of the pipeline trench with soil containing rocks of any greater concentration or size than existed prior to the pipeline's construction. The same shall apply to any topsoil which is replaced to its original depth, and contoured above and adjacent to the pipeline trench.
- b. If blasting or boring operations are required through rocky terrain, the Company must take suitable precautions to eliminate the potential for rocks to become interspersed with the soil materials to be placed back in the trench.
- c. Rocks and soil containing unacceptable rock concentrations or sizes (see 4.a. above) must be hauled off the Landowner's premises or disposed of on the Landowner's premises at a location that is acceptable to the Landowner.
- d. The Company will remove all rocks and soil containing rocks (see 4.a, c) from the pipeline Right-of-Way within 45 days, weather and Landowner permitting, following the construction of the pipeline across any affected property.

5. Removal of Construction Debris

- a. The Company will remove from the Landowner's property all construction-related debris and material which was not there before construction commenced and which is not an integral part of the pipeline. (Note: Such material to be removed would also include litter generated by the construction crews.)
- b. The Company will remove all construction debris within 45 days, weather and Landowner permitting, after the pipeline has been constructed across any affected property.

6. Alleviation Of Compaction

- a. Unless a Landowner specifies otherwise, all Cropland traversed by construction equipment will be ripped at least eighteen inches (18") deep.
- b. The Company will rip or chisel or pay to do so, all compacted and rutted Cropland soil within 45 days, weather and Landowner permitting, after the pipeline has been constructed across any affected property.

7. Land Leveling

- a. The Company will remain liable following the completion of the pipeline to restore any Right-of-Way to its original elevation and contour, should uneven settling occur or other surface drainage problems develop due to inaccurate land leveling immediately following the pipeline's construction.
- b. The Company will provide the Landowner with a telephone number and address which may be used to alert the Company of the need to perform additional land leveling services if needed.
- c. The Company will provide land leveling services within 45 days of Landowner's verbal or written notice, weather and Landowner permitting.

8. Prevention of Soil Erosion

- a. The Company will work with the Landowner to prevent excessive erosion on lands disturbed by construction and will implement reasonable methods to control erosion as suggested by the Landowner.
- b. If the Landowner 1) does not suggest a reasonable erosion control method, or 2) does not suggest any method of erosion control, the Company will follow the recommendations of the appropriate county Soil and Water Conservation District.
- c. The Company will ensure that erosion control measures are implemented, or pay the Landowner to do so, following the construction of the pipeline across any affected property.

9. Repair of Damaged Soil Conservation Practices

- a. The Company will repair any soil conservation practices (such as terraces, grassed waterways, etc.) which are damaged by a pipeline's construction.
- b. The Company will repair damaged soil conservation practices in accordance with the specifications of the appropriate county Soil and Water Conservation District (unless the Landowner and the Company agree to other repair specifications).
- c. The Company will repair or pay to have repaired damaged soil conservation practices within 45 days, weather and Landowner permitting, of the pipeline's construction across any affected property.

10. Damages To Private Property

- a. With the exception of tile line repairs, the Company will repair, replace, or pay to repair or replace damaged private property within 45 days, weather and Landowner permitting, after the pipeline has been constructed across any affected property.
- b. Similar relief for damages will be extended by the Company for any construction-related damages which occur off of the established pipeline Right-of-Way.

- c. If the Landowner is paid for any work which is needed to correct damage to his/her property, the Company will pay the ongoing commercial rate for such work if the Landowner and the Company cannot agree to a satisfactory rate.
- d. The Company will remain liable to correct damages to private property beyond the initial construction of the pipeline when those damages are incurred by future construction, maintenance, and repairs.

11. Clearing of Trees and Brush from the Easement

- a. If trees are to be removed from the Right-of-Way, the Company will consult with the Landowner to see if there are trees of commercial or other value to the Landowner.
- b. If there are trees of commercial or other value to the Landowner, the Company will allow the Landowner the right to retain ownership of the tree, with the disposition of the trees to be negotiated prior to the commencement of tree clearing.
- c. The Company will follow the Landowner's desires, regarding the disposition of trees and brush of no value to the Landowner by complete removal from any affected property.

12. Ingress and Egress Routes

- a. Access to the Right-of-Way should be from adjacent segments of the pipeline Right-of-Way or from public highway or railroad right-of-way. If off Right-of-Way access is needed, the Landowner and the Company will reach a mutually acceptable agreement regarding off Right-of-Way access prior to construction.

13. Advance Notice of Access to Private Property

- a. The Company will make a reasonable attempt to provide the Landowner or tenant with a minimum of 24 hours prior notice before accessing his/her property the first time for the purpose of construction of the pipeline.
- b. Prior notice shall first consist of a written, personal or telephone contact whereby the Landowner or tenant is informed of the Company's intent to access the Landowner's land. If the Landowner or tenant cannot be reached in person or by telephone, the Company will mail or hand deliver to the Landowner's home a dated, written notice of the Company's intent. The Landowner need not acknowledge receipt of the written notice before the Company can enter the Landowner's property.

14. Reporting of Inferior Agricultural Impact Mitigation Work

- a. Prior to the construction of the pipeline, the Company will provide the Landowner with a telephone number they can call to alert the Company should the Landowner observe inferior work relating to the agricultural impact mitigation work which is performed on his/her property.

15. Indemnification

- a. Pipe Line Easement proposed by Company shall contain an indemnity in favor of the Landowner, its heirs, successors and assigns for damages and liability arising or resulting from the construction, maintenance, and operation of Company's pipeline or otherwise due to the negligence of Company, its employees, and contractors but excluding damages and liability to the extent arising or resulting from the negligence or intentional misconduct of the Landowner, its heirs, successors, and assigns.

The Wolverine Pipe Line Company concurs that reference to the Company's adherence to the Notice should be included in the opinions and findings of the Michigan Public Service Commission, should the Commission issue an order for the construction, operation, and maintenance of the Company's proposed sixteen inch (16") diameter pipeline.

THE WOLVERINE PIPE LINE COMPANY



Marius Greene, Vice President/Manager

DATE: June 5th, 2015

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of)
WOLVERINE PIPE LINE COMPANY)
 for a certificate of public convenience and)
 necessity to construct, operate, and maintain a)
 16-inch pipeline system between Freedom Station)
 in Washtenaw County and Detroit Metro Station)
 in Wayne County for transportation of petroleum)
 products.)
 _____)

Case No. U-17878

At the January 19, 2016 meeting of the Michigan Public Service Commission in Lansing,
 Michigan.

PRESENT: Hon. Sally A. Talberg, Chairman
 Hon. John D. Quackenbush, Commissioner
 Hon. Norman J. Saari, Commissioner

ORDER APPROVING SETTLEMENT AGREEMENT

On June 17, 2015, Wolverine Pipe Line Company (Wolverine) filed an application, with supporting testimony and exhibits, requesting authority, pursuant to 1929 PA 16, MCL 483.1 *et seq.*, (Act 16) to construct, own, operate, and maintain a 35-mile, 16-inch outside diameter pipeline. The proposed pipeline will commence near Wolverine's existing Freedom Station in the SE ¼ of Freedom Township, Washtenaw County, and will traverse easterly through Lodi, Pittsfield, and Ypsilanti Townships, Washtenaw County, then into Van Buren Township and the City of Romulus, Wayne County, ending within Wolverine's Detroit Metro Meter Station in the SW ¼ of Section 12, City of Romulus, Wayne County.

On July 29, 2015, a prehearing conference was held before Administrative Law Judge Mark D. Eyster. John Eggertsen, Kelley Rea, and Mary Jean Jecklin (jointly),¹ and International Transmission Company (ITC) were granted intervenor status. The Commission Staff (Staff) also participated in the case.

Subsequently, Wolverine and the Staff filed a settlement agreement resolving all issues in the case. ITC submitted a statement of non-objection to the settlement agreement.

According to the terms of the settlement agreement, attached as Exhibit A, the parties agree that Wolverine's application satisfies the requirements of Act 16, and should be granted as reasonable and consistent with the public convenience and necessity. The parties also agree that Wolverine has demonstrated a public need for the proposed pipeline and that the proposed pipeline is designed and routed in a reasonable manner. The parties recommend that in approving Wolverine's request, the Commission should allow for minor route deviations but approve the pipeline project as proposed.

The parties agree that the construction, operation, and maintenance of the proposed pipeline will meet or exceed current safety and engineering standards. The parties further agree that Wolverine will take additional reasonable measures to improve safety where the pipeline will pass in close proximity (i.e., 25 feet or less) to a dwelling.

Finally, the parties agree that although there will be minor, short-term impairment to the environment, if the pipeline is constructed as proposed, there are no other feasible or prudent alternatives to this impairment. The parties agree that any environmental impairment caused by the proposed pipeline is minimal and therefore consistent with the promotion of the public health, safety, and welfare in light of the state's paramount concern for the protection of its natural

¹ Mr. Eggerstsen, Mr. Rea, and Ms. Jecklin subsequently withdrew from the case.

resources from pollution, impairment, or destruction. The parties therefore agree that the Commission should find that the application, testimony, and exhibits of the parties support and satisfy the Commission's required agency review and environmental obligations under the Michigan Environmental Protection Act, Part 17 of the Natural Resources Environmental Protection Act, MCL 314.101 *et seq.*

The Commission finds that the settlement agreement is reasonable and in the public interest, and that it should therefore be approved. The Commission has reviewed the testimony and exhibits filed in this proceeding and finds that the proposed pipeline will serve the public convenience and necessity and that the pipeline will meet or exceed all applicable engineering and safety standards. Further, after a review of Exhibit A-9 (Preliminary Environmental Assessment) and Revised Exhibit A-9 (Final Environmental Impact Review), the Commission finds that, because the proposed route is in an existing corridor in primarily agricultural or developed areas, the environmental concerns are minimal. The majority of the proposed route will pass through previously disturbed areas and areas that are currently cleared and maintained. Moreover, if the pipeline is constructed as proposed, any environmental impact will be limited and of short duration. Accordingly, the Commission finds that the proposed pipeline route is reasonable.

THEREFORE, IT IS ORDERED that:

- A. The settlement agreement, attached as Exhibit A, is approved.
- B. After obtaining all other necessary permits, Wolverine Pipe Line Company is authorized to construct, operate, and maintain the 16-inch pipeline system for the transportation of petroleum products, including all related appurtenances, in Washtenaw County and Wayne County, Michigan as described in the application in this case.

C. The map, route, and type of construction of the 16-inch pipeline system as proposed in the application are approved, allowing for minor route deviations.

D. Within 60 days after completion of construction, Wolverine Pipe Line Company shall e-file a completion report including pressure test data and an "as built" map of the constructed pipeline.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so by the filing of a claim of appeal in the Michigan Court of Appeals within 30 days of the issuance of this order, under MCL 462.26. To comply with the Michigan Rules of Court's requirement to notify the Commission of an appeal, appellants shall send required notices to both the Commission's Executive Secretary and to the Commission's Legal Counsel. Electronic notifications should be sent to the Executive Secretary at mpscdockets@michigan.gov and to the Michigan Department of the Attorney General - Public Service Division at pungpl@michigan.gov. In lieu of electronic submissions, paper copies of such notifications may be sent to the Executive Secretary and the Attorney General - Public Service Division at 7109 W. Saginaw Hwy, Lansing, MI 48917.

MICHIGAN PUBLIC SERVICE COMMISSION

Sally A. Talberg, Chairman

John D. Quackenbush, Commissioner

Norman J. Saari, Commissioner

By its action of January 19, 2016.

Mary Jo Kunkle, Executive Secretary

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the Matter of the Application of)	
WOLVERINE PIPE LINE COMPANY for a)	
Certificate of Public Convenience and)	
Necessity to Construct, Operate and)	
Maintain a 16-inch Pipeline System)	
Between an Existing Freedom Station in)	Case No.: U-17878
Washtenaw County to an Existing Detroit)	
Metro Station in Wayne County, Michigan,)	
for the Transportation of Petroleum Products)	
within the State of Michigan)	

SETTLEMENT AGREEMENT

Pursuant to MCL 24.278 and Rule 431 of the Rules of Practice and Procedure before the Michigan Public Service Commission ("Commission"), Mich Admin Code, R 792.17431, Wolverine Pipe Line Company ("Wolverine") and the Michigan Public Service Commission Staff ("Staff") stipulate and agree as follows:

1. On June 17, 2015, Wolverine filed its Application and exhibits requesting authority from the Commission under 1929 PA 16, as amended, MCL 483.1 et seq. and Rule 447 of the Rules of Practice and Procedure before the Commission, Mich Admin Code, R 792.10447.
2. On June 29, 2015, the Commission's Executive Secretary issued the Notice of Hearing in this case, directing Wolverine to: (i) mail by July 15, 2015 a copy of the enclosed notice of hearing to each landowner from whom it had not acquired the property rights for the proposed pipeline, and to all cities, incorporated villages, townships and counties which may be traversed by the proposed pipeline and (ii) cause the enclosed notice of hearing to be published by July 15, 2015 in daily newspapers of general circulation in Washtenaw County, Michigan and Wayne County, Michigan, and in the Michigan Oil and Gas News.. On July 13, 2015, Wolverine

electronically filed its affidavits of publication and proofs of mailing in compliance with these directives.

3. On July 29, 2015, Administrative Law Judge Mark D. Eyster conducted the prehearing conference. John Eggertsen ("Eggertsen"), Kelley Rea and Mary Jean Jecklin ("Rea") and International Transmission Company ("ITC") were granted intervenor status. The Staff also participated in the case. Subsequently, Rea and Eggertsen withdrew from the case.

4. On August 19, 2015, Wolverine filed and served its direct testimony and exhibits. On October 10, 2015, Wolverine filed revised exhibits. On November 6, 2015, the Staff filed direct testimony and exhibits.

5. Following the Staff's submission, the parties have participated in settlement discussions and agree and stipulate to the following:

- A. This matter has been conducted as a contested case.
- B. Wolverine's application satisfies the requirements of 1929 PA 16, as amended, MCL 483.1 et seq. and Rule 447 of the Rules of Practice and Procedure before the Commission, Mich Admin Code, R 792.10447 and should be granted as reasonable and consistent with the public convenience and necessity.
- C. Wolverine has demonstrated a public need for the proposed pipeline.
- D. The proposed pipeline is designed and routed in a reasonable manner. The Commission should allow for minor route deviations but approve the pipeline project as proposed.
- E. The construction, operation and maintenance of the proposed pipeline will meet or exceed current safety and engineering standards.

F. Wolverine will take additional reasonable measures to improve the safety factor where the pipeline will pass in close proximity (25 feet or less) to a dwelling. Additional measures may include one or more of the following: altering the proposed route to the opposite side of the existing pipeline to increase the distance from a dwelling, decreasing the space between the proposed pipeline and the existing pipe; constructing the proposed pipeline at additional depth of cover; and/or boring sections.

G. Wolverine will make contact with all landowners along the route of the proposed pipeline that have an undefined easement in a good faith effort to amend and define the width of any currently undefined easement.

H. Wolverine will work with landowners to mitigate disruptions to farming activities during construction of the pipeline and make good faith efforts to complete the final restoration of this project as soon as reasonably possible but no later than ten months from the completion of pipeline installation and backfilling.

I. Although there will be minor short-term impairment to the environment if the pipeline is constructed as proposed, there are no other feasible or prudent alternatives to this impairment. Given mitigation steps being taken, any environmental impairment caused by the proposed pipeline is “de minimis” and therefore consistent with the promotion of the public health, safety, and welfare in light of the state’s paramount concern for the protection of its natural resources from pollution, impairment or destruction. The Commission should find that the filed application, testimony and exhibits of the parties support and satisfy the Commission’s required agency review and environmental obligations that inure from the Michigan Environmental Protection Act, Part 17 of the Natural Resources Environmental Protection Act, MCL 314.101 et seq.

("MEPA") and the Michigan Supreme Court's application of MEPA in *State Hwy Comm v Vanderkloot*, 392 Mich 159 (1974).

J. Wolverine should, within 60 days after completion of the construction of the proposed pipeline, submit to the Commission "as built" maps.

6. All of the parties are of the opinion that this settlement agreement is reasonable, prudent and will aid in the expeditious conclusion of this case.

7. This settlement agreement is entered into for the sole and express purpose of reaching a compromise among the parties. All offers of settlement and discussions relating to this settlement are considered privileged under MRE 408. If the Commission approves this settlement agreement without modification, neither the parties to the settlement nor the Commission shall make any reference to, or use this settlement agreement or the order approving it, as a reason, authority, rationale or example for taking any action or position or making any subsequent decision in any other case or proceeding; provided, however, such references may be made to enforce or implement the provisions of this settlement agreement and the order approving it.

8. Pursuant to Rule 431(6) of the Commission's Rules of Practice and Procedure, R 792.17431(6) the parties agree any order approving this settlement agreement shall not establish precedent for future proceedings and shall not be used as such. This settlement agreement is based on the facts and circumstances of this case and is intended as the final disposition of Case No. U-17878 only. If the Commission approves this settlement agreement, without modification, the undersigned parties agree not to appeal, challenge or otherwise contest the Commission order approving this settlement agreement only.

9. This settlement agreement is not severable. Each provision of this settlement agreement is dependent upon all other provisions of this settlement agreement. Failure to comply with any provision of this settlement agreement constitutes failure to comply with the entire settlement agreement. If the Commission rejects or modifies this settlement agreement or any provision of this settlement agreement, this settlement agreement shall be deemed to be withdrawn, shall not constitute any part of the record in this proceeding or be used for any other purpose, and shall not operate to prejudice the pre-negotiation positions of any party.

10. The parties agree to waive Section 81 of the Administrative Procedures Act of 1969 (MCL 24.281), as it applies to the issues in this proceeding, if the Commission approves this settlement agreement without modification.

Respectfully submitted,

WOLVERINE PIPE LINE COMPANY

Richard J.

Dated: December __, 2015

By: Aaron

Digitally signed by: Richard J. Aaron
DN: CN = Richard J. Aaron email =
raaron@dykema.com C = US O =
Dykema Gossett PLLC
Date: 2015.12.10.09:17:14 -0500

One of its Attorneys

Richard J. Aaron (P35605)

Shaun M Johnson (P69036)

DYKEMA GOSSETT PLLC

201 Townsend, Suite 900

Lansing, MI 48933

MICHIGAN PUBLIC SERVICE COMMISSION STAFF

Dated: December __, 2015

By:



Michael J. Orris (P51232)

Assistant Attorney General

7109 W. Saginaw Hwy, 3rd Floor

Lansing, MI 48917

4823-0433-1308.4
111871\000001

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the Matter of the Application of)
WOLVERINE PIPE LINE COMPANY for a)
Certificate of Public Convenience and)
Necessity to Construct, Operate and)
Maintain a 16-inch Pipeline System)
Between an Existing Freedom Station in) Case No.: U-17878
Washtenaw County to an Existing Detroit)
Metro Station in Wayne County, Michigan,)
for the Transportation of Petroleum Products)
within the State of Michigan)

INTERNATIONAL TRANSMISSION COMPANY'S
STATEMENT OF NON-OBJECTION TO SETTLEMENT AGREEMENT

International Transmission Company, d/b/a *ITCTransmission*, has no objection to the settlement agreement filed on December 10, 2015 in the above referenced matter. *ITCTransmission* also waives Section 81 of the Administrative Procedures Act of 1969, as amended, 1969 PA 306, §81; MCL 24.281.

Respectfully submitted,

By: /s/ Andrew M. Jamieson
Stephen J. Videto (P36711)
Andrew M. Jamieson (P76204)
ITC Holdings Corp.
27175 Energy Way
Novi, MI 48377
(248) 946-3526
Ajamieson@itctransco.com
svideto@itctransco.com

Attorneys for International Transmission
Company d/b/a *ITCTransmission*

Date: December 14, 2015



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Mike Brahm-Henkel, Manager of Engineering
 Project No: 512-15-226
 Project Title: Lake Erie Plaza Steps
 Project Type: Capital Improvement
 Location: Lake Erie Metropark, Wayne County
 Date: March 3, 2016

Bids Received: February 16, 2016

Action Requested: Motion to Approve

That the Board of Commissioners' (1) award Contract No. 512-15-226 to the low responsive, responsible bidder, Hartwell Cement Company in the amount of \$28,183.75; and (2) transfer \$28,184.00 from the Lake St. Clair Unallocated Major Maintenance account to the Lake St. Clair Capital account as recommended by Manager of Engineering Mike Brahm-Henkel and staff.

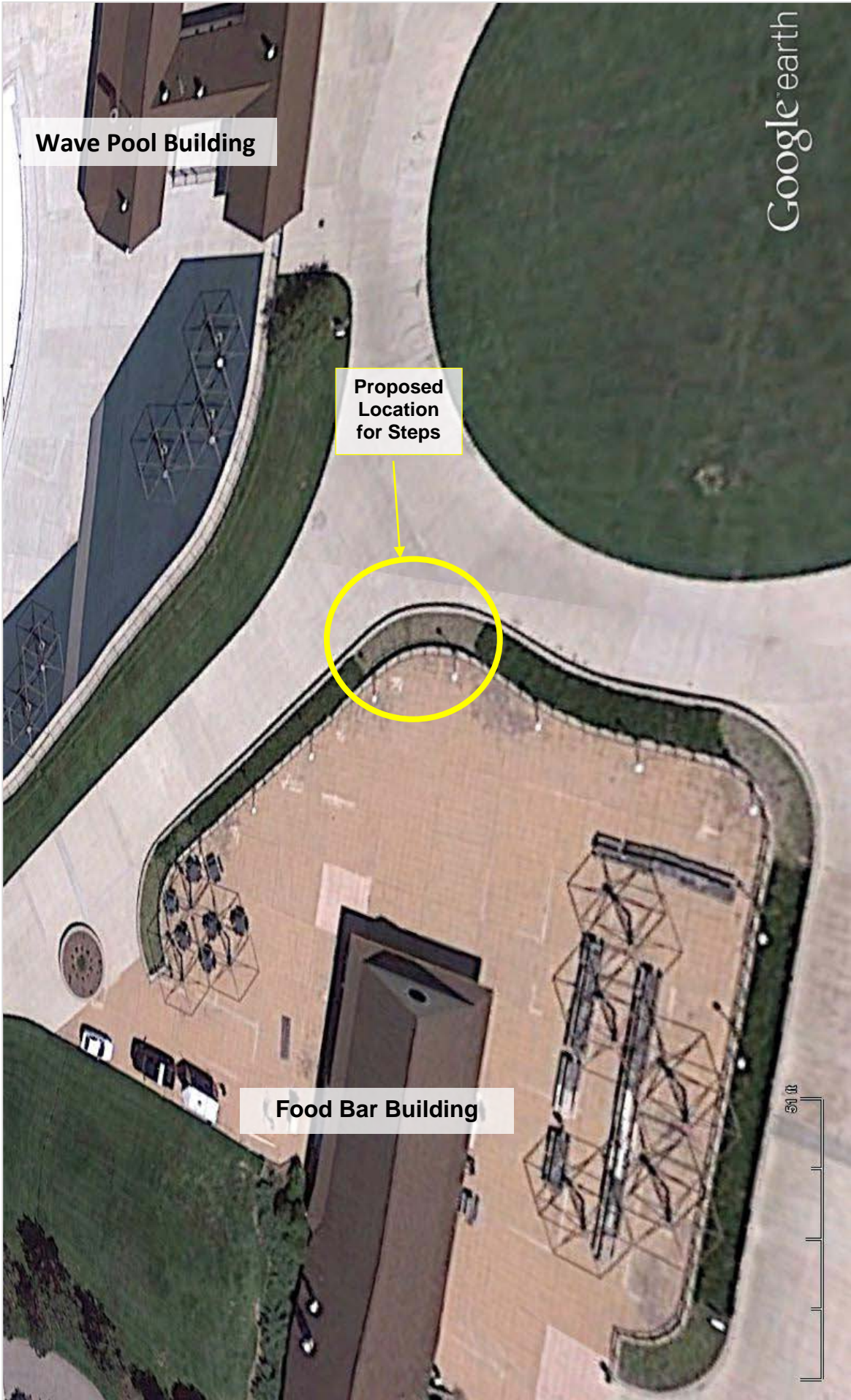
Fiscal Impact: This is an unbudgeted project. Funding is available in the Lake St. Clair Major Maintenance Unallocated account in the amount of \$170,000. Originally this funding was allocated for the tennis court fence replacement and concrete resurfacing. This item of work has been incorporated into the Lake St. Clair Playground development project.

Scope of Work: The work includes the demolition of a section of the existing concrete planter and the construction of a concrete stairway, handrails and all incidental work necessary to connect the existing plaza to the food bar patio.

Background: Staff has observed that during special events and the operation of the wave pool that it would be beneficial to improve the access for park users between the food bar and pool plaza areas. In order to accomplish this, the existing concrete planter box needs to be modified by removing a section of the existing concrete retaining walls and constructing concrete stairs with handrails to address the elevation difference the two surfaces. Bid and construction documents were sent out in January 2016 with bids received in February 2016

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Hartwell Cement Company	Oak Park	\$28,183.75
Luigi Ferdinandi and Sons	Roseville	\$55,290.66
Budget Amount for Contract Services and Administration		\$ 0.00
Work Order Amount		
Contract Amount		\$28,183.75
Contract Administration		<u>\$ 1,000.00</u>
Total Proposed Work Order Amount (Rounded)		\$29,183.75

This project was reported and publicly advertised in the following construction reporting outlets: Construction Association of Michigan, Reed Construction Data, Construction News Corporation, 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: George Phifer, Director
Subject: Update – Natural Resources Department
Date: March 3, 2016

Natural Resources and Environmental Compliance Manager Paul Muelle will give a verbal update at the March 10, 2016 meeting.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: George Phifer, Director
Subject: Update – Planning Department
Date: March 3, 2016

Manager of Planning Nina Kelly will give a brief presentation at the March 10, 2016 meeting.

**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners
From: Molly Bell, Director of Development
Subject: Update – Development Activities
Date: March 10, 2016

Action Requested: Motion to Receive and file

That the Board of Commissioners' receive and file the Development Activities Update as recommended by Development Director Molly Bell.

Update on Foundation Activities:

- Metroparks Foundation – 2015 Results
- Plan for 2016



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Rebecca L. Franchock, Controller
Subject: Report – 2015 Financial Review
Date: March 3, 2016

Action Requested: Motion to Receive and file

That the Board of Commissioners' receive and file the report for the 2015 Finance Review as recommended by Controller Franchock.

Background: This year-end financial review will provide the Board with a synopsis of how each major General Fund revenue and expenditure area finished in 2015 and how it compares to the final amended budget levels. In addition, the 2015 activity of the Supplemental Major Maintenance Fund is also reported.

The 2015 Budget was developed to align with specific revenue and expenditure guidelines as recommended by the Director and approved by the Board of Commissioners. 2015 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 to the extent that current funding allows. The original budget was revised and amended throughout 2015 as projections changed to reflect the changing needs and opportunities.

During 2015, the Controller's department oversaw the implementation of a new financial system that is a core component of the new ERP system. The new system replaced a system that was initially installed in 1987 and had more than outlived its useful life. These changes impaired some comparability of past years; however, going forward the revisions will allow for improved reporting and analysis.

FUND BALANCE

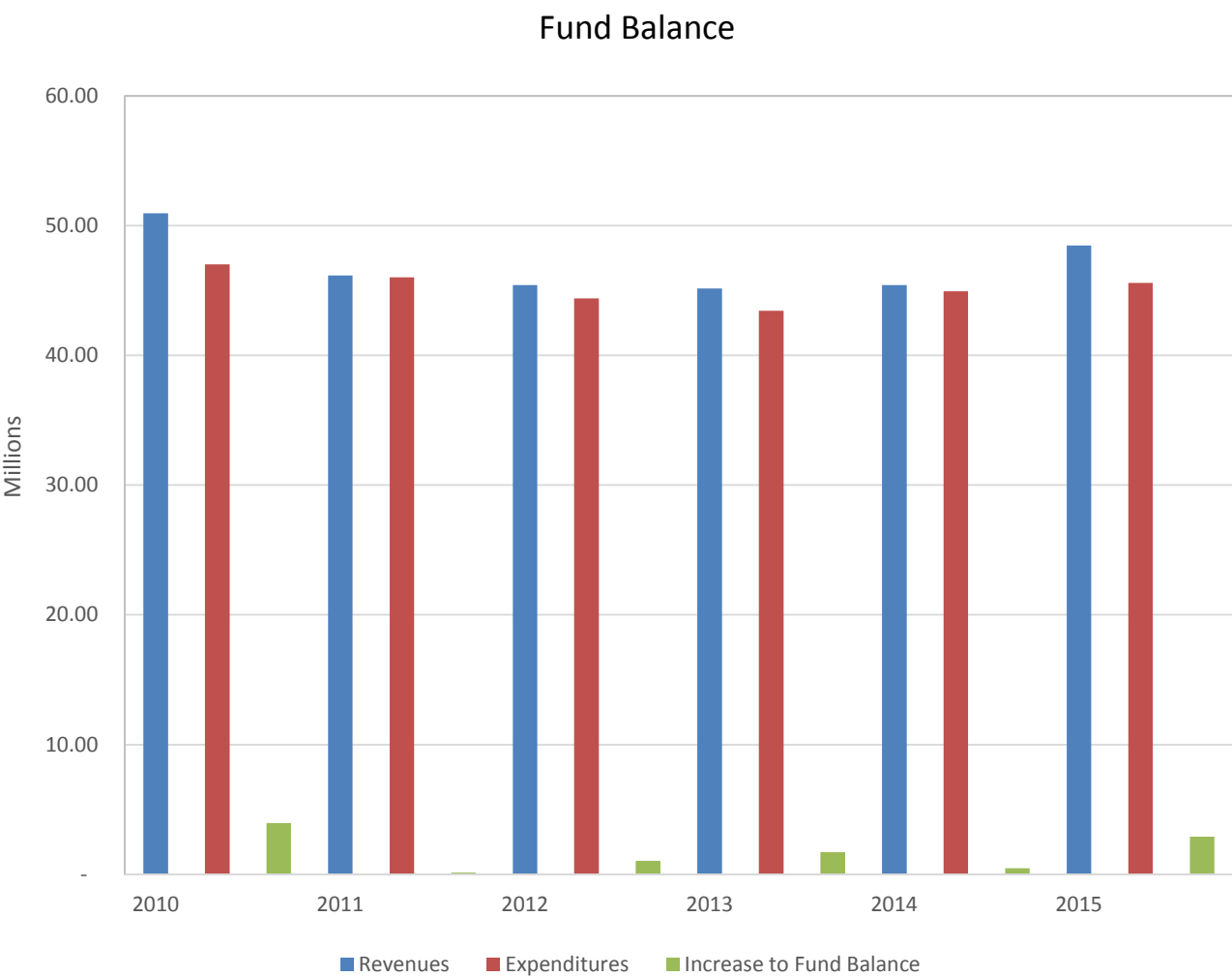
Total revenue in 2015 exceeded total expenditures by \$2.9 million. Although the initial 2015 budget plan had originally anticipated that expenditures would outpace revenues by \$7.5 million, this surplus resulted in Fund Balance increase to \$39.6 million.

Original capital expenditures had been budgeted at \$9.8 million. Total expenditures for capital improvement projects, equipment and land for 2015 totaled just under \$5.4 million resulting in a positive variance of \$4.4 million. Similarly, major maintenance expenditure totaled \$1.8 million against a planned original budget amount of \$5.1 million. In addition, Park revenue exceeded all expectations in the second half of 2015. Operating revenue growth in the second half of the year produced a surplus of \$1.4 million. Administrative revenue also exceeded the original budget by nearly \$1 million.

Offsetting these positive results were operations and administrative costs. Expenditures in these two areas totaled \$38.4 million against a combined original budget of \$38.7 million. These results combined to produce a Dec. 31, 2015 Fund Balance totaling \$39.6 million.

\$4.5 million of this is scheduled to be used in the 2016 budget. Further reducing this balance, completion of capital construction work in 2016 that was originally planned to be completed in 2015 will require the use of an additional \$900,000. The net result is an approximately \$1 million higher Fund Balance than was expected at the time the 2016 budget was developed.

The chart below provides a historical comparison of annual revenue and expenditure totals and the impact on Fund Balance.

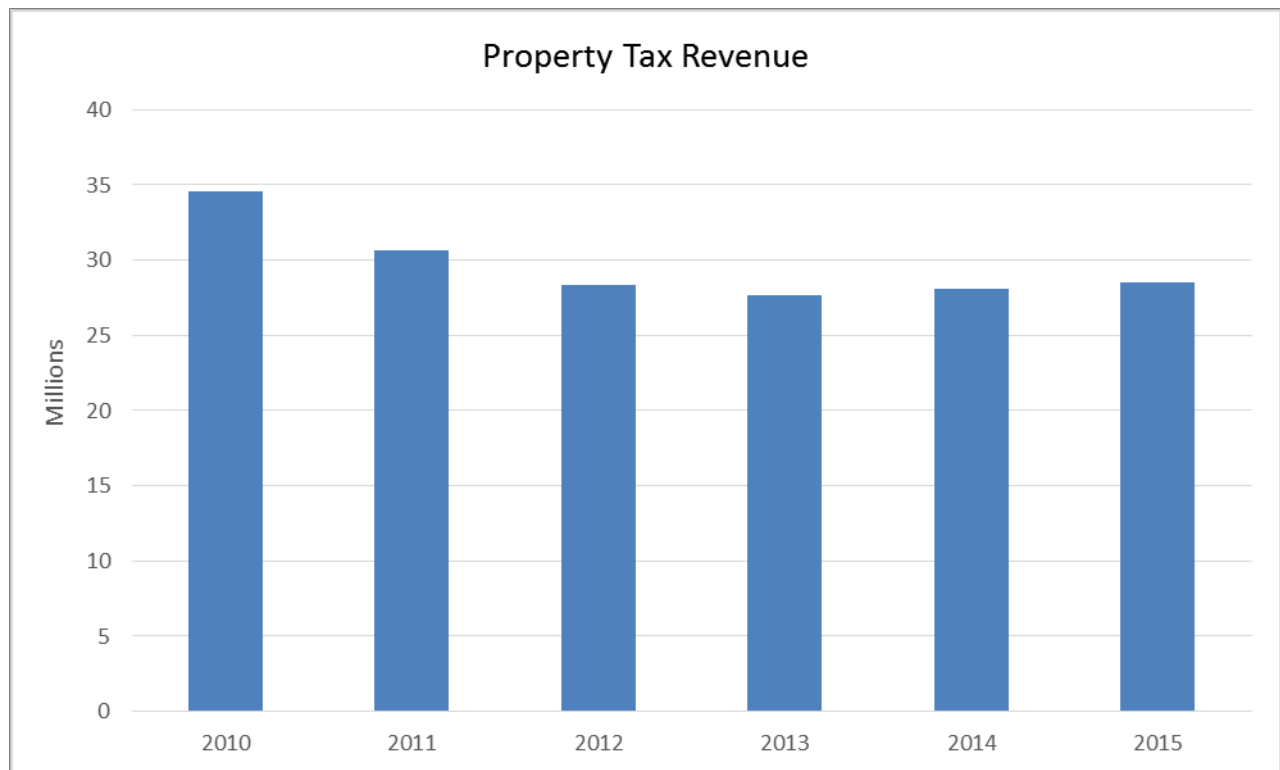


REVENUES

Overall revenues increased from 2014 to 2015. Tax, operating, donation and other miscellaneous income sources increased by \$ 3.1 million.

REVENUE	2014	%	2015	%	Change from 2014	%
Property Taxes	28,125,677	61.9%	28,503,130	58.8%	377,453	1.3%
Park Operating Revenue	16,555,916	36.5%	17,906,749	36.9%	1,350,833	8.2%
Interest Income	289,002	0.6%	344,901	0.7%	55,899	19.3%
Grants	215,614	0.5%	217,896	0.4%	2,282	1.1%
Donations	87,407	0.2%	337,171	0.7%	249,764	285.7%
Sale of Capital Assets	43,551	0.1%	192,480	0.4%	148,929	342.0%
Other Miscellaneous	97,013	0.2%	980,356	2.0%	883,343	910.5%
	\$ 45,414,180		\$ 48,482,683		\$ 3,068,503	6.8%

Tax revenue, the largest single source of Metroparks revenue, continued to make minor gains as anticipated in the 2015 budget (1.3 percent), although at a slightly slower pace than 2014. The gap between today's tax revenue and that of 2010, just five years ago, is significant – \$6.0 million annually. Staff continues to work to find alternative funding sources.



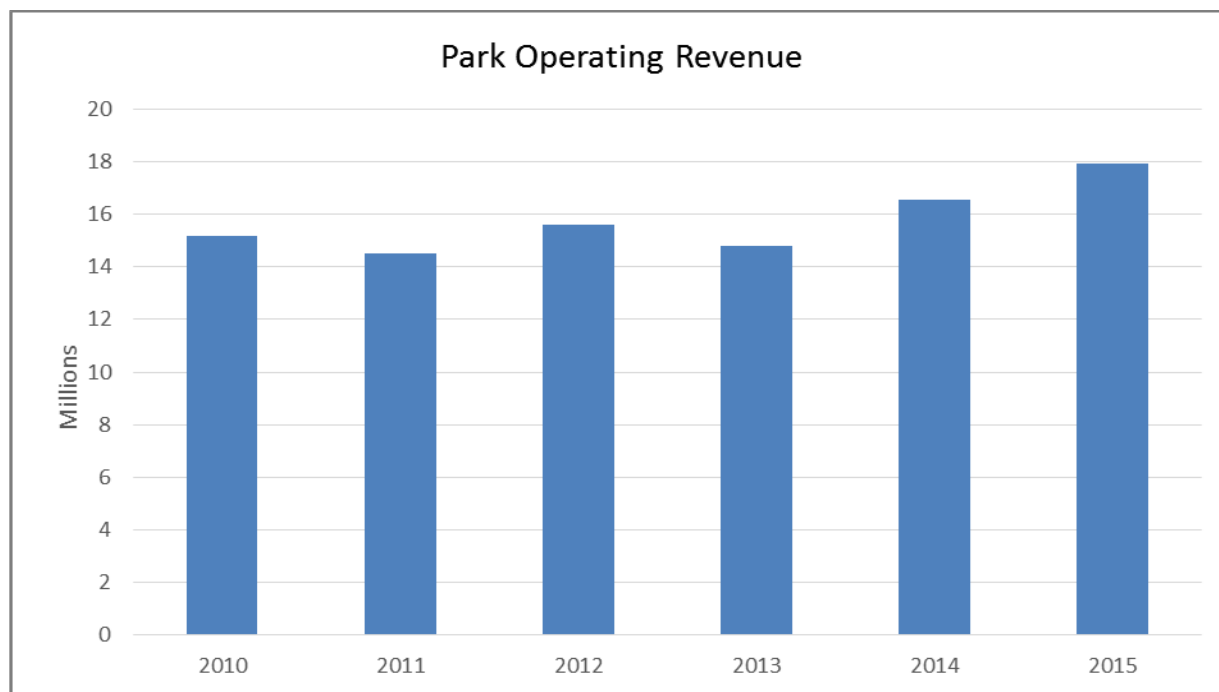
Donation revenues grew to four times the 2014 level. General donations as well as funding support from the Huron-Clinton Metroparks Foundation supported a number of initiatives throughout the parks.

Sale of Capital Assets also increased significantly from the 2014 level as the result of the sale of a fleet of golf carts in 2015.

Although interest rates continue to be extremely low, a slight uptick in basis points on CD's has increased investment income somewhat.

PARK OPERATIONS

Park Operating Revenues in 2015 increased by more than 8.2 percent from 2014 levels, primarily the result of phenomenal weather the second half of the year as well as increased tolling fees in the fourth quarter. Vehicle entries are up for the year 1 percent over the three-year average and nearly 5 percent from 2014 numbers.



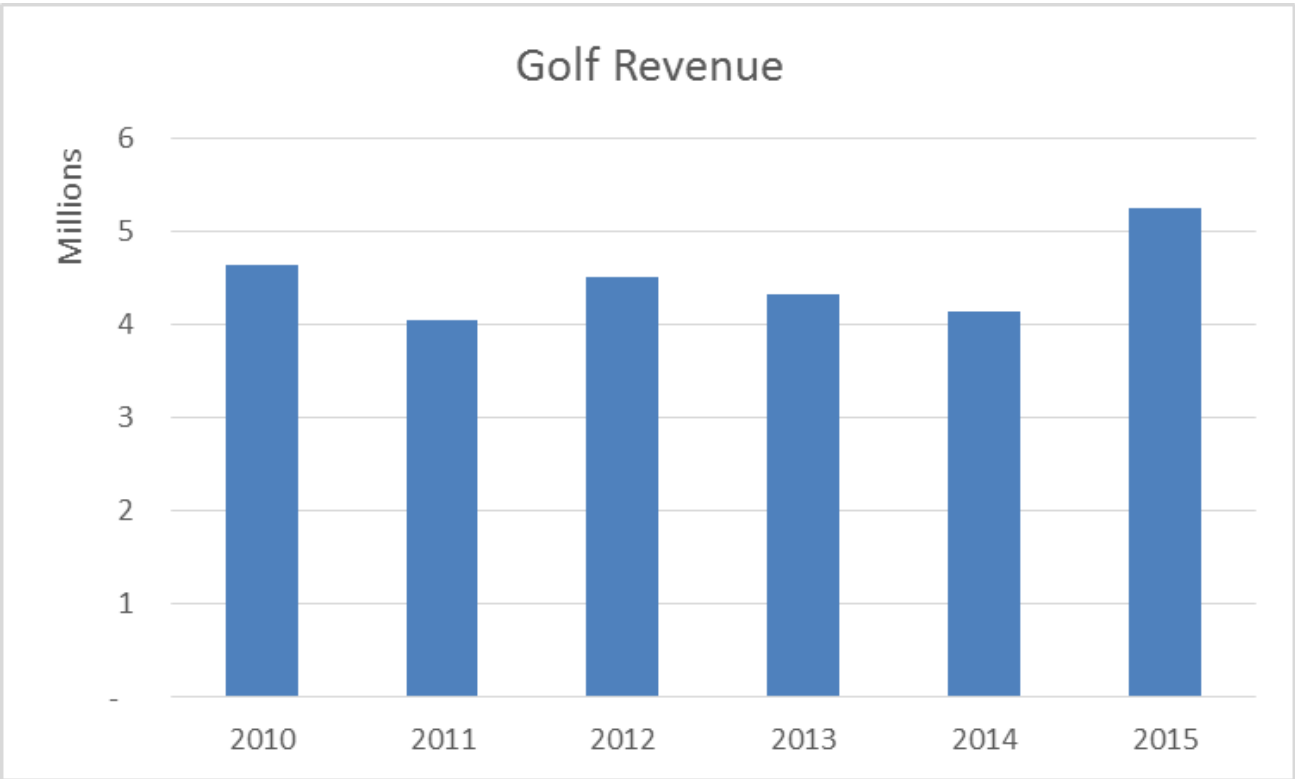
The three largest sources of operating revenue continue to be tolling, golf and aquatic. The following chart breaks out the revenues associated with these centers. New for 2015, the activity totals include all categories within the facility. For instance, golf sundry and food sales are now included in golf. This allows management to monitor the fiscal impact of the operations more accurately.

2015 Park Operating Revenue		
Tolling	\$ 7,471,802.00	41.3%
Golf	\$ 5,259,340.00	29.1%
Aquatic Facilities	\$ 2,010,250.00	11.1%
All Other	\$ 3,335,988.00	18.5%
	<u>\$ 18,077,380.00</u>	<u>100.0%</u>

With the excellent weather during the second half of 2015, nearly every revenue activity exceeded the amended budget. Minor exceptions were the excursion boat and shelter rentals.

Golf revenue exceeded the budget by \$550,000. In reviewing the chart below, it should be noted that \$900,000 of the \$5.3 million earned in 2015 represents food/beverage and sundry revenue.

In 2015, food/beverage and sundry sales at the golf center were included in the revenue for that activity. In prior years the revenue associated with these activities were only reported on a park-wide basis making it difficult for park staff and management to analyze the fiscal impact of operations at individual locations.



Aquatic facilities' revenues were similarly impacted by this change in the chart of accounts. Food/beverage and sundry sales account for \$240,000 of the \$2.0 million collected at the various aquatic facilities. Willow Pool was the only location not to beat their amended budget.

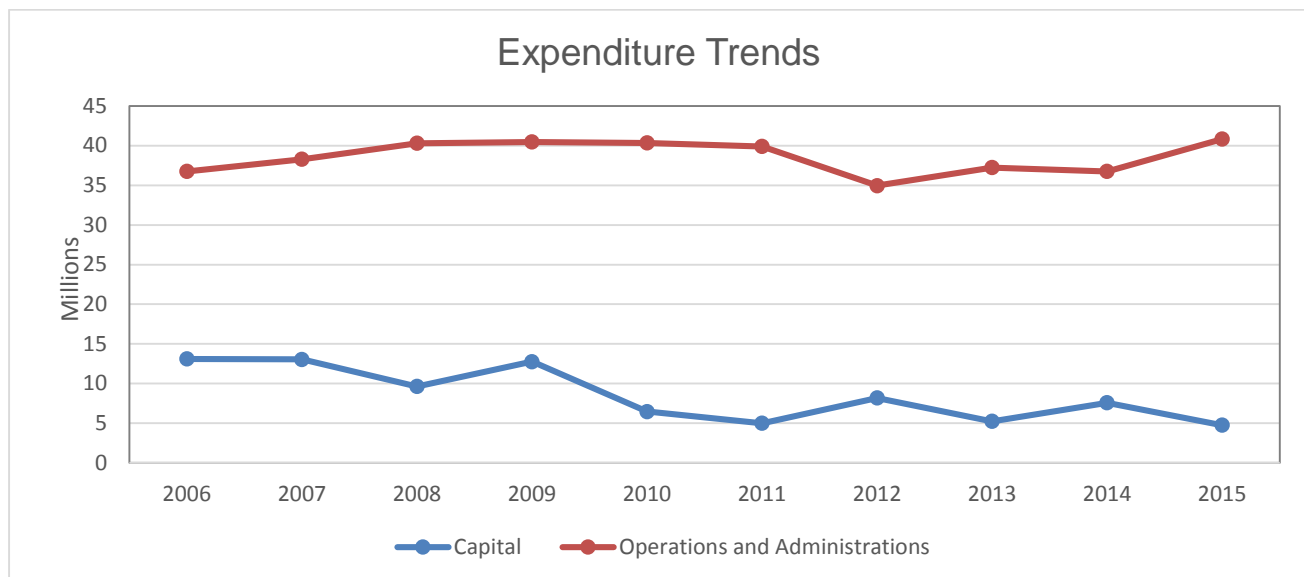
EXPENDITURES

Overall, 2015 expenditures totaled \$45.6 million compared to an amended budget of \$55.1 million, under budget by \$9.5 million (17.2 percent). This is primarily the result of multiple-year capital budget projects and major maintenance work that was not completed in 2015.

\$5.2 million of the \$10.6 million capital budget was not expended in 2015 and \$3.2 million of the \$5.0 million budgeted for major maintenance was not completed. This is generally in line with the projections of budget and expenditures that were made at the time the 2016 budget was developed, which projected \$45.8 million in total expenditures. There is more variance between the operation and capital categories as capital expenditures were under projections by \$1.8 million and operations expenditures exceeded projections by \$1.5 million.

Expenditures	2015	%	2014	%	Change	%
Capital Improvements	\$ 3,212,855	7.0%	\$ 6,092,145	13.7%	\$ (2,879,290)	-47.3%
Capital Equipment	1,370,379	3.0%	1,225,463	2.8%	144,916	11.8%
Land Acquisition	177,591	0.4%	269,846	0.6%	(92,255)	-34.2%
Total Capital	<u>4,760,825</u>	10.4%	<u>7,587,454</u>	17.1%	<u>(2,826,629)</u>	-37.3%
Major Maintenance	1,786,273	3.9%	1,243,362	2.8%	542,911	43.7%
Administrative Office	7,516,735	16.5%	6,398,487	14.4%	1,118,248	17.5%
Park Operations	31,526,464	69.2%	29,119,022	65.7%	2,407,442	8.3%
Total Operations	<u>40,829,472</u>	89.6%	<u>36,760,871</u>	82.9%	<u>4,068,601</u>	11.1%
Total Expenditures	<u>\$45,590,297</u>	100.0%	<u>\$44,348,325</u>	100.0%	<u>\$ 1,241,972</u>	2.8%

Reviewing expenditure trends over time between operations and capital, we see that while operating expenditure growth was halted in 2008 and even declined with staff cuts in 2012, we are now returning to a period of growth. Offsetting this has been a reduction of capital expenditures.



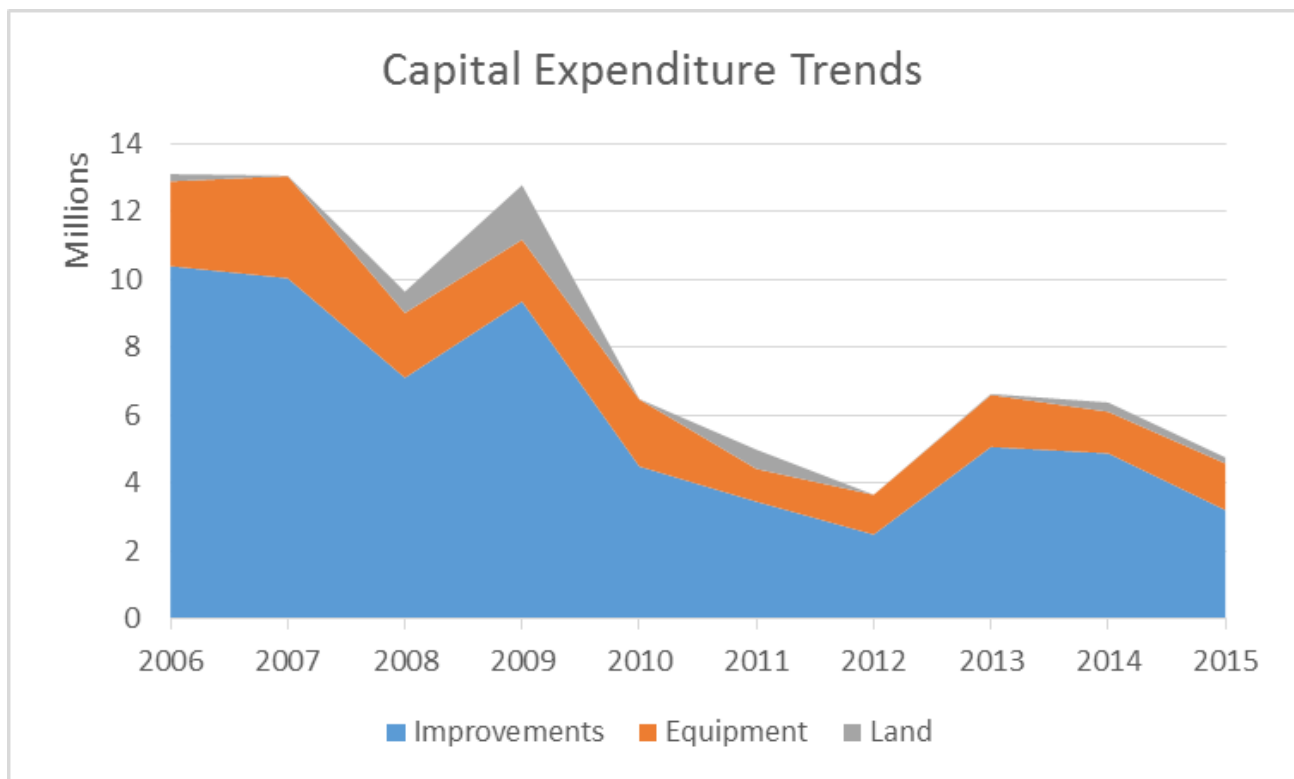
CAPITAL EXPENDITURES

The \$4.8 million of investments into capital areas renovated and improved the Metropark system as follows:

- ◆ \$3.2 million for capital improvement projects
- ◆ \$1.3 million for new equipment
- ◆ \$0.2 million for land acquisition

These capital expenditures total \$4.8 million and accounted for 10.4 percent of total 2015 expenditures. This is a decrease from 2014 expenditures for general engineering/planning and capital items, which totaled \$7.6 million.

In 2015, road reconstruction at Kensington and Stony Creek, painting and foundation work on the Wolcott Mill Historic Center and the Indian Springs tollbooth replacement were some of the larger capital projects completed.



This continues the trend of reducing capital expenditures. Of the more than 50 capital projects that were originally included in the 2015 budget, nearly 20 were either re-budgeted or scheduled for completion in the 2016 budget. This is reflective of the significant work the engineering and planning departments invest in supporting operational repairs and maintenance. Additional staffing has been included in the 2016 budget to address this issue.

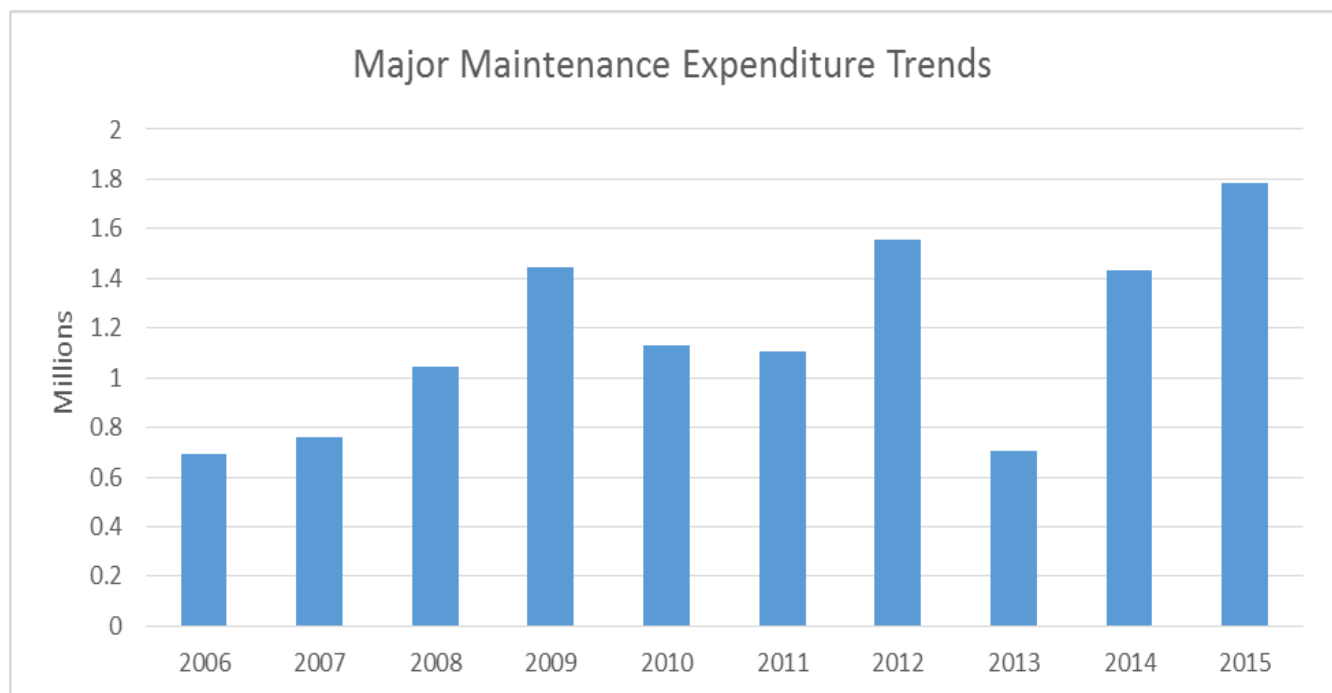
MAJOR MAINTENANCE EXPENDITURES

There were 53 major maintenance projects that rehabilitated existing Metropark facilities at a cost of \$1.8 million, \$3.2 million less than the amended 2015 major maintenance budget of \$5.0 million.

- ◆ \$ 77,000 roof repairs
- ◆ \$105,000 natural resource vegetation management projects
- ◆ \$137,000 beach restoration
- ◆ \$180,000 for rubber play surfacing
- ◆ \$335,000 building repairs
- ◆ \$650,000 in paving resurfacing/repairs/maintenance
- ◆ \$302,000 in other categories of work

These items accounted for 3.9 percent of total 2015 expenditures. In 2014, major maintenance expenditures totaled \$1.2 million. Although 60 percent of the budgeted funds were not spent in 2015, several large projects required additional design or development work and were re-budgeted for 2016.

- ◆ \$170,000 LSC Tennis Courts
- ◆ \$320,000 Kensington East Side Sewer Rehab
- ◆ \$ 74,000 Lower Huron Maintenance Building Roof Replacement
- ◆ \$220,000 Stony Creek Sanitary Sewer Rehab
- ◆ \$248,000 Willow Pool Lot and Food Bar Restroom Renovation

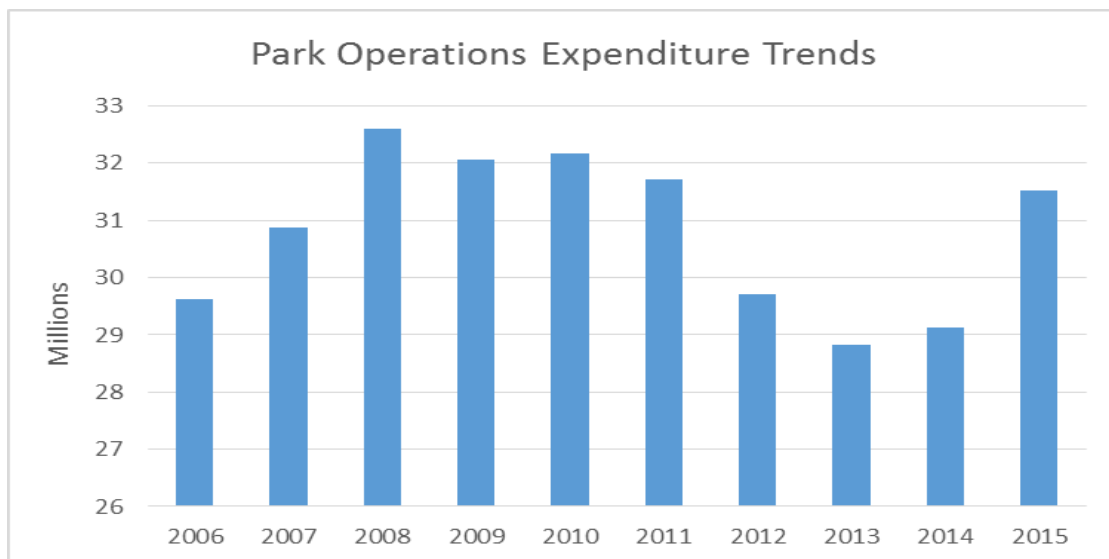


PARK OPERATION EXPENDITURES

The 2015 direct cost of operating park facilities, programs and services for the estimated 8.6 million visitors totaled \$31.5 million. This amount is \$0.9 million under the amended budget of \$32.4 million. All categories came in within the amended budgets.

Overall, park operation expenditures continue the upward trend begun in 2014. This trend reversed the significant saving produced by reduction of full-time staff that began through attrition in 2008 and was bolstered by the contractual changes implemented in 2012 and 2013.

One significant factor that pushed park operations up significantly in 2015 was a change in cost allocation for the current portion of retiree health care costs. Prior to 2015, there was a difference in the cost allocation method used for the current portion of pension cost and the current portion of retiree health care costs. This difference resulted in an overweighting of costs in the administrative operating expenditures and an underweighting in park operations expenditures.



As a result of the revision of the Metroparks chart of accounts in 2015, activity centers have been changed. The comparison of these new cost centers will be more meaningful in the years to come.

2015 Park Operating Expenditures	
Disc/Adventure Golf	\$ 67,494
Marina	144,660
Rental	217,640
Boat Rental	230,709
Tolling	569,070
Aquatic	2,155,246
Interpretive	3,988,131
Police	4,459,090
Admin	4,572,684
Golf	4,906,976
General	9,834,727
Other Revenue Activities	380,039
Total	<u>\$31,526,464</u>

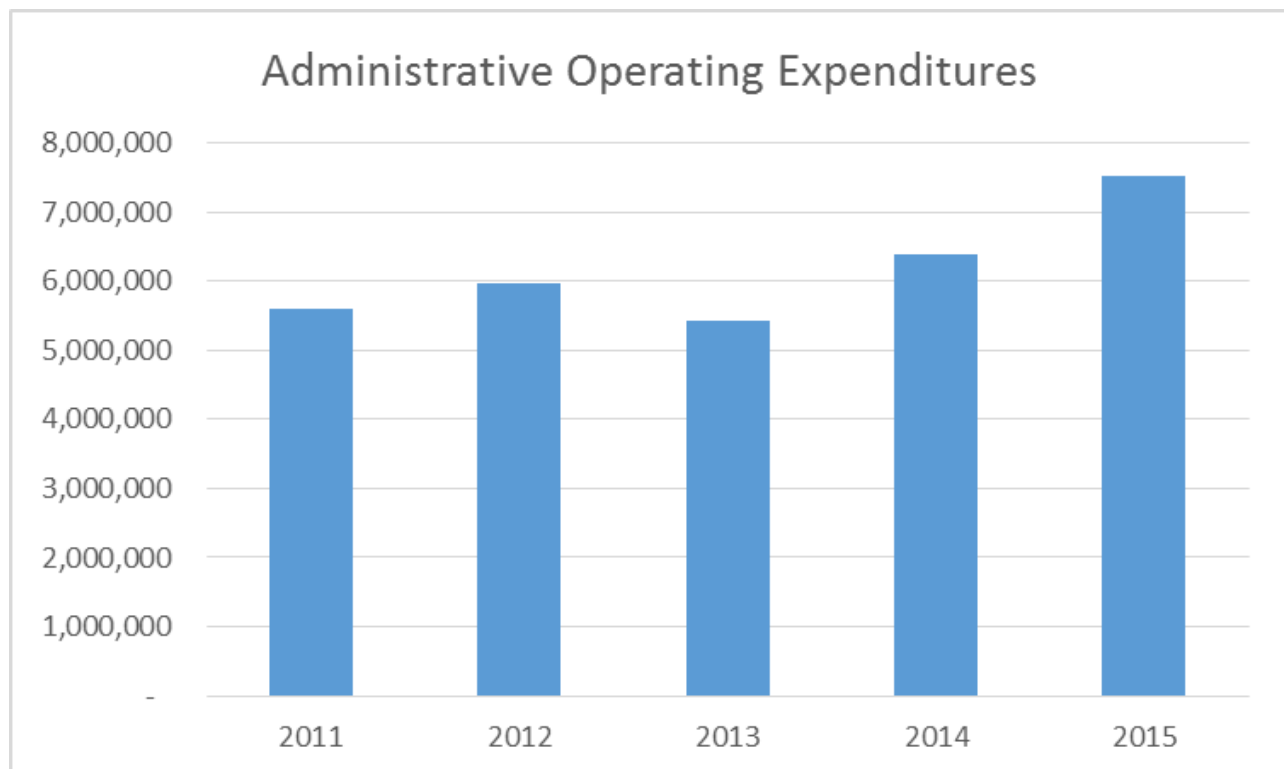
ADMINISTRATIVE OFFICE EXPENDITURES

Administrative Office outlays ran \$7.5 million against a budget of \$7.6 million, coming in under budget by a mere \$0.2 million (2.1 percent). This expenditure level is the result of several issues. The most significant is the revision of the chart of accounts, which added three departments to this cost function – Engineering, Planning and Natural Resources. The cost of these three administrative office departments had been lumped together into a separate function. The new accounting method is more consistent with other administrative office departments.

It should be noted that any wages/fringes, contractual or material expenses incurred by these departments, attributable a capital improvement of a major maintenance project, are directly charged there. Only the non-allocated overhead costs are captured in this Administrative function. The amount charged to these three departments in 2015 totaled \$2.2 million.

Offsetting this increase is the decrease resulting from the change in allocation of retiree health care costs discussed above under park operations. Most other departments are within 10 percent of the amount expended in 2015 with two exceptions.

Another notable decrease is in the Executive department, which showed a \$400,000 decrease as a result of a one-time cost charged in 2014. Most other department's costs were within 10 percent of the 2014 amount with the exception of the Fund Development department, which had only a partial year in 2014.



SUPPLEMENTAL MAJOR MAINTENANCE FUND

Oil and gas revenue and interest on accumulated funds are the two sources of revenue for this fund. In 2015, both sources declined as shown in the chart below:

	2011	2012	2013	2014	2015
Oil/Gas Revenue	\$ 369,000	\$ 595,000	\$ 298,000	\$ 240,000	\$ 57,890
Interest Income	58,000	28,000	19,000	12,000	76,694
	<u>\$ 427,000</u>	<u>\$ 623,000</u>	<u>\$ 317,000</u>	<u>\$ 252,000</u>	<u>\$ 76,694</u>

At year end, there are no projects underway that are funded by the SMMRF. The Stony Creek 26 Mile Road sewer project was completed in December 2015 at a total cost of \$381,000.

The fund has assets of \$4.9 million remaining as of the end of 2015. This is roughly the same amount as 2014.

These year-end figures will be audited by Abraham and Gaffney in March.

HURON-CLINTON METROPARKS MONTHLY STATISTICS**February, 2016**

PARK	MONTHLY VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	14,896	11,227	12,866	16%
Wolcott Mill	1,977	1,227	1,239	60%
Stony Creek	19,524	12,858	14,423	35%
Indian Springs	3,056	1,885	1,797	70%
Kensington	34,541	27,611	28,181	23%
Huron Meadows	4,401	5,220	4,688	-6%
Hudson Mills	7,338	4,865	5,905	24%
Lower Huron/Willow/Oakwoods	27,411	18,868	19,655	39%
Lake Erie	6,288	11,126	6,951	-10%
Monthly TOTALS	119,432	94,887	95,704	25%

MONTHLY TOLL REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 38,238	\$ 23,390	\$ 25,457	50%
\$ 87,904	\$ 53,896	\$ 49,633	77%
\$ 16,351	\$ 6,608	\$ 7,438	120%
\$ 109,175	\$ 58,227	\$ 56,827	92%
\$ 6,565	\$ 13,142	\$ 8,417	-22%
\$ 25,039	\$ 12,731	\$ 13,098	91%
\$ 47,127	\$ 14,822	\$ 12,496	277%
\$ 22,679	\$ 12,342	\$ 14,188	60%
\$ 353,078	\$ 195,158	\$ 187,555	88%

PARK	Y-T-D VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	30,148	27,970	28,150	7%
Wolcott Mill	7,128	2,712	2,406	196%
Stony Creek	34,329	28,591	30,575	12%
Indian Springs	5,270	4,081	4,074	29%
Kensington	65,847	58,660	57,669	14%
Huron Meadows	8,626	9,847	9,939	-13%
Hudson Mills	13,593	10,651	12,576	8%
Lower Huron/Willow/Oakwoods	52,286	41,274	41,792	25%
Lake Erie	12,282	11,126	16,837	-27%
Monthly TOTALS	229,509	194,912	204,018	12%

Y-T-D TOLL REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 98,859	\$ 89,754	\$ 77,606	27%
\$ 181,449	\$ 133,271	\$ 137,661	32%
\$ 31,335	\$ 20,116	\$ 22,165	41%
\$ 217,257	\$ 149,647	\$ 147,248	48%
\$ 17,403	\$ 24,776	\$ 20,136	-14%
\$ 50,243	\$ 36,056	\$ 40,520	24%
\$ 78,808	\$ 41,835	\$ 43,974	79%
\$ 58,704	\$ 44,651	\$ 35,997	63%
\$ 734,058	\$ 540,106	\$ 525,306	40%

PARK	MONTHLY PARK REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	\$ 69,372	\$ 43,749	\$ 37,158	87%
Wolcott Mill	\$ 4,410	\$ 5,038	\$ 6,208	-29%
Stony Creek	\$ 103,908	\$ 76,748	\$ 73,329	42%
Indian Springs	\$ 25,360	\$ 12,347	\$ 14,369	76%
Kensington	\$ 139,750	\$ 92,302	\$ 84,214	66%
Huron Meadows	\$ 14,466	\$ 23,896	\$ 17,847	-19%
Hudson Mills	\$ 31,504	\$ 20,338	\$ 20,259	56%
Lower Huron/Willow/Oakwoods	\$ 53,703	\$ 18,875	\$ 18,023	198%
Lake Erie	\$ 24,819	\$ 13,778	\$ 16,217	53%
Y-T-D TOTALS	\$ 467,292	\$ 307,071	\$ 287,624	62%

Y-T-D PARK REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 113,788	\$ 116,410	\$ 97,653	87%
\$ 11,163	\$ 10,492	\$ 13,487	-17%
\$ 207,533	\$ 167,596	\$ 178,842	16%
\$ 50,059	\$ 33,225	\$ 37,176	35%
\$ 270,430	\$ 215,486	\$ 199,742	35%
\$ 34,797	\$ 46,624	\$ 39,296	-11%
\$ 60,833	\$ 49,170	\$ 55,329	10%
\$ 90,976	\$ 50,014	\$ 53,674	69%
\$ 66,377	\$ 50,400	\$ 42,123	58%
\$ 905,956	\$ 739,417	\$ 717,324	26%

District	Y-T-D Vehicle Entries by Management Unit			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Eastern	71,605	59,273	61,131	17%
Western	93,336	83,239	84,258	11%
Southern	64,568	52,400	58,629	10%

Y-T-D Total Revenue by Management Unit			
Current	Previous	Prev 3 Yr Avg	Change from Average
332,484	294,498	289,983	15%
416,119	344,505	331,543	26%
157,353	100,414	95,798	64%

HURON-CLINTON METROPARKS MONTHLY STATISTICS

February, 2016

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

MONTHLY REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ -	\$ -	\$ -	-
\$ -	\$ 4,256	\$ 4,107	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ 4,256	\$ 4,107	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ 4,256	\$ 4,107	-

GOLF Y-T-D	GOLF ROUNDS Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Wolcott Mill	0	0	0	-
Stony Creek	0	0	0	-
Indian Springs	0	0	0	-
Kensington	0	0	0	-
Huron Meadows	0	0	0	-
Hudson Mills	0	0	0	-
Willow	0	0	0	-
Lake Erie	0	0	0	-
Total Regulation	0	0	0	-
LSC Par 3	0	0	0	-
LSC Foot Golf	0	0	0	-
L. Huron Par 3	0	0	0	-
L. Huron Foot Golf	0	0	0	-
Total Golf	0	0	0	-

GOLF REVENUE Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ -	\$ -	\$ -	-
\$ -	\$ 4,704	\$ 4,629	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ 4,704	\$ 4,629	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ 4,704	\$ 4,629	-

AQUATICS THIS MONTH	PATRONS THIS MONTH			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	0	0	0	-
Stony Creek Rip Slide	0	0	0	-
KMP Splash	0	0	0	-
Hudson Mills Rip Slide	0	0	0	-
Lower Huron	0	0	0	-
Willow	0	0	0	-
Lake Erie	0	0	0	-
TOTALS	0	0	0	-

MONTHLY REVENUE			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ 710	\$ 200	\$ 133	433%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ 710	\$ 200	\$ 133	433%

AQUATICS Y-T-D	PATRONS Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair	0	0	0	-
Stony Creek Rip Slide	0	0	0	-
KMP Splash	0	0	0	-
Hudson Mills Rip Slide	0	0	0	-
Lower Huron	0	0	0	-
Willow	0	0	0	-
Lake Erie	0	0	0	-
TOTALS	0	0	0	-

REVENUE Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ 710	\$ 850	\$ 350	103%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ 710	\$ 850	\$ 350	103%

PARK	Seasonal Activities this Month			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair				
Welsh Center	3	6	4	-25%
Shelters	13	16	5	144%
Boat Launches	0	0	0	-
Marina	0	0	0	-
Mini-Golf	0	0	0	-
Wolcott				
Activity Center	9	8	9	-4%
Stony Creek				
Disc Golf Daily	5	0	1	650%
Disc Golf Annual	12	1	1	800%
Total Disc Golf	17	1	2	750%
Shelters	46	21	26	77%
Boat Rental	0	0	0	-
Boat Launches	0	0	0	-
Indian Springs				
Shelters	4	3	2	100%
Event Room	5	0	116	-96%
Kensington				
Disc Golf Daily	264	0	4	5992%
Disc Golf Annual	16	3	2	860%
Total Disc Golf	280	3	6	4567%
Shelters	38	49	32	18%
Boat Rental	0	0	0	-
Huron Meadows				
Shelters	3	0	2	50%
Hudson Mills				
Disc Golf Daily	304	15	51	500%
Disc Golf Annual	6	1	4	64%
Total Disc Golf	310	16	54	471%
Shelters	11	3	4	175%
Canoe Rental	0	0	0	-
Lower Huron / Willow / Oakwoods				
Shelters	25	16	24	6%
Lake Erie				
Shelters	8	12	12	-31%
Boat Launches	110	78	50	121%
Marina	0	0	0	-

Monthly Revenue			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 2,250	\$ 4,650	\$ 2,583	-13%
\$ 3,050	\$ 3,450	\$ 4,258	-28%
\$ -	\$ -	\$ -	-
\$ -	\$ 32	\$ 11	-
\$ -	\$ -	\$ -	-
\$ 1,600	\$ 1,500	\$ 1,400	14%
\$ 15	\$ -	\$ 2	800%
\$ 715	\$ 50	\$ 67	973%
\$ 730	\$ 50	\$ 68	968%
\$ 6,300	\$ 4,300	\$ 5,100	24%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ 800	\$ 600	\$ 400	100%
\$ 6,900	\$ 4,700	\$ 5,267	31%
\$ 792	\$ -	\$ 9	9038%
\$ 880	\$ 130	\$ 77	1048%
\$ 1,672	\$ 130	\$ 85	1859%
\$ 11,085	\$ 10,875	\$ 7,617	46%
\$ -	\$ -	\$ -	-
\$ 600	\$ -	\$ 400	50%
\$ 912	\$ 45	\$ 106	758%
\$ 330	\$ 50	\$ 183	80%
\$ 1,242	\$ 95	\$ 290	329%
\$ 2,200	\$ 600	\$ 800	175%
\$ -	\$ -	\$ -	-
\$ 5,475	\$ 3,750	\$ 5,017	9%
\$ 1,900	\$ 1,200	\$ 1,050	81%
\$ -	\$ -	\$ -	-
\$ 56	\$ -	\$ 386	-86%

PARK	Seasonal Activities Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair				
Welsh Center	4	10	7	-45%
Shelters	24	34	11	112%
Boat Launches	3	0	0	800%
Marina	0	0	0	-
Mini-Golf	0	0	0	-
Wolcott				
Activity Center	13	10	12	5%
Stony Creek				
Disc Golf Daily	5	0	5	0%
Disc Annual	17	1	4	325%
Total Disc Golf	22	1	9	144%
Shelters	64	40	49	30%
Boat Rental	0	0	0	-
Boat Launches	0	0	0	-
Indian Springs				
Shelters	4	8	4	0%
Event Room	11	80	179	-94%
Kensington				
Disc Golf Daily	\$ 268	\$ -	\$ 11	2265%
Disc Annual	\$ 24	\$ 6	\$ 7	227%
Total Disc Golf	\$ 292	\$ 6	\$ 19	1464%
Shelters	\$ 68	\$ 81	\$ 61	11%
Boat Rental	\$ -	\$ -	\$ -	-
Huron Meadows				
Shelters	5	4	6	-12%
Hudson Mills				
Disc Golf Daily	456	120	171	166%
Disc Annual	36	17	23	59%
Total Disc Golf	492	137	194	154%
Shelters	16	10	10	66%
Canoe Rental	0	0	0	-
Lower Huron / Willow / Oakwoods				
Shelters	47	33	41	14%
Lake Erie				
Shelters	12	12	1,996	-99%
Boat Launches	213	78	84	153%
Marina	0	0	0	-

Seasonal Revenue Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 3,050	\$ 7,250	\$ 3,917	-22%
\$ 6,325	\$ 6,975	\$ 8,683	-27%
\$ -	\$ -	\$ -	-
\$ -	\$ 32	\$ 11	-
\$ -	\$ -	\$ -	-
\$ 4,100	\$ 2,500	\$ 2,950	39%
\$ 15	\$ -	\$ 10	45%
\$ 935	\$ 50	\$ 200	368%
\$ 950	\$ 50	\$ 210	352%
\$ 10,350	\$ 8,000	\$ 9,733	6%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ 800	\$ 1,500	\$ 767	4%
\$ 16,100	\$ 10,100	\$ 11,933	35%
\$ 804	\$ -	\$ 23	3447%
\$ 1,320	\$ 280	\$ 347	281%
\$ 2,124	\$ 280	\$ 369	475%
\$ 18,535	\$ 18,225	\$ 13,917	33%
\$ -	\$ -	\$ -	-
\$ 1,000	\$ 800	\$ 1,133	-12%
\$ 1,368	\$ 360	\$ 383	257%
\$ 1,920	\$ 810	\$ 1,107	73%
\$ 3,288	\$ 1,170	\$ 1,489	121%
\$ 3,200	\$ 2,000	\$ 2,000	60%
\$ -	\$ -	\$ -	-
\$ 10,375	\$ 7,300	\$ 8,717	19%
\$ 2,800	\$ 2,800	\$ 3,800	-26%
\$ -	\$ -	\$ -	-
\$ 56	\$ 56	\$ 425	-87%

PARK	Cross Country Ski Rental this Month			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Stony Creek	\$ -	\$ 7,628	\$ 7,480	-
Kensington	\$ 1,863	\$ 9,930	\$ 9,290	-80%
Huron Meadows	\$ 7,053	\$ 9,805	\$ 8,530	-17%
Hudson Mills	\$ 757	\$ 4,057	\$ 3,991	-81%

Cross Country Ski Rental Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ -	\$ 9,234	\$ 11,399	-
\$ 1,863	\$ 14,873	\$ 15,959	-88%
\$ 15,410	\$ 18,467	\$ 16,388	-6%
\$ 787	\$ 4,889	\$ 6,464	-88%

PARK	Winter Sports this Month			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St. Clair				
XC Skiers	0	12	31	-
Ice Skaters	0	132	164	-
Sledders	129	263	172	-25%
Ice Fishermen	652	263	2,226	-71%
Stony Creek				
XC Skiers	85	1,979	1,764	-95%
Ice Skaters	0	594	499	-
Sledders	1,020	4,266	3,975	-74%
Ice Fishermen	121	352	397	-70%
Indian Springs				
XC Skiers	42	134	135	-69%
Sledders	209	171	188	11%
Kensington				
XC Skiers	367	1,136	1,325	-72%
Ice Skaters	0	440	477	-
Sledders	1,837	0	4,752	-61%
Ice Fishermen	47	91	397	-88%
Huron Meadows				
XC Skiers	1,565	2,110	2,125	-26%
Ice Fishermen	0	118	138	-
Hudson Mills				
XC Skiers	189	820	963	-80%
Lower Huron				
Ice Skaters	0	539	294	-
Willow				
XC Skiers	10	81	132	-92%
Sledders	80	2,006	1,729	-95%
Ice Fishing	2	69	52	-96%
Lake Erie				
XC Skiers	0	92	41	-
Sledders	34	245	102	-67%
Ice Fishing	116	330	335	-65%

Winter Sports Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change from Average
0	28	53	-
55	347	373	-85%
129	529	340	-62%
1,442	529	3,547	-59%
115	2,558	2,666	-96%
0	959	652	-
1,255	5,225	5,580	-78%
241	676	630	-62%
49	177	217	-77%
234	278	336	-30%
373	1,558	2,315	-84%
0	727	811	-
1,858	0	4,853	-62%
82	180	852	-90%
3,175	3,900	4,730	-33%
0	133	204	-
231	1,165	1,566	-85%
35	1,051	598	-94%
10	106	263	-96%
80	2,381	2,270	-96%
11	148	115	-90%
0	92	49	-
38	245	142	-73%
358	1,479	957	-63%

INTERPRETIVE FACILITIES

PARK	Monthly Patrons Served			
	(total program participants and non-program visitors)			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	4,226	2,808	3,936	7%
Wolcott Mill	2,223	417	1,026	117%
Wolcott Farm	1,472	602	1,132	30%
Stony Creek	12,695	3,485	6,478	96%
Indian Springs	3,697	2,480	4,043	-9%
Kens NC	20,331	13,818	14,390	41%
Kens Farm	10,736	6,636	8,258	30%
Western Mobile Center	1,742	3,696	2,185	-20%
Hudson Mills	3,120	2,960	2,917	7%
Oakwoods	13,404	5,336	9,326	44%
Lake Erie	7,944	2,613	6,391	24%
Southern Mobile Center	0	0	0	-
Totals	81,590	44,851	60,082	36%

YTD Patrons Served			
(total program participants and non-program visitors)			
Current	Previous	Prev 3 Yr Avg	Change from Average
6,756	5,606	6,558	3%
4,470	996	2,252	98%
2,935	653	1,910	54%
23,733	13,624	16,023	48%
6,353	5,619	7,081	-10%
31,862	25,030	24,496	30%
12,835	7,662	9,752	32%
3,198	5,377	3,548	-10%
5,685	5,828	5,834	-3%
22,497	12,557	16,751	34%
9,953	4,843	10,630	-6%
0	0	0	-
130,277	87,795	104,834	24%

PARK	Monthly Revenue			
	Current	Previous	Prev 3 Yr Avg	Change from Average
Lake St Clair	\$ 692	\$ 3,842	\$ 1,969	-65%
Wolcott Mill	\$ 501	\$ 47	\$ 315	59%
Wolcott Farm	\$ 890	\$ 1,044	\$ 701	27%
Wagon Rides	\$ 17	\$ -	\$ -	-
Livestock/Produce	\$ 1,402	\$ 977	\$ 2,422	-42%
FARM TOTAL	\$ 2,308	\$ 2,021	\$ 3,123	-26%
Stony Creek	\$ 2,155	\$ 1,533	\$ 1,485	45%
Indian Springs	\$ 1,132	\$ 408	\$ 1,254	-10%
Kens NC	\$ 2,876	\$ 1,249	\$ 1,373	109%
Kens Farm	\$ 3,628	\$ 1,590	\$ 1,867	94%
Wagon Rides	\$ 1,715	\$ 1,067	\$ 1,072	60%
Livestock/Produce	\$ 312	\$ 401	\$ 411	-24%
FARM TOTAL	\$ 5,655	\$ 3,058	\$ 3,351	69%
Mobile Center	\$ 3,067	\$ 1,744	\$ 1,314	133%
Hudson Mills	\$ 1,583	\$ 421	\$ 643	146%
Oakwoods	\$ 681	\$ 303	\$ 510	34%
Lake Erie	\$ 184	\$ 236	\$ 302	-39%
Totals	\$ 20,834	\$ 14,862	\$ 15,638	33%

YTD Revenue			
Current	Previous	Prev 3 Yr Avg	Change from Average
\$ 5,159	\$ 3,957	\$ 3,019	71%
\$ 505	\$ 160	\$ 379	33%
\$ 3,206	\$ 1,292	\$ 1,005	219%
\$ 33	\$ 20	\$ 7	395%
\$ 3,319	\$ 3,962	\$ 5,969	-44%
\$ 6,558	\$ 5,274	\$ 6,981	-6%
\$ 4,549	\$ 3,452	\$ 3,905	16%
\$ 1,647	\$ 1,455	\$ 2,282	-28%
\$ 5,798	\$ 3,598	\$ 2,614	122%
\$ 8,325	\$ 4,104	\$ 4,020	107%
\$ 2,812	\$ 1,315	\$ 1,486	89%
\$ 840	\$ 1,345	\$ 826	2%
\$ 11,977	\$ 6,764	\$ 6,332	89%
\$ 6,567	\$ 4,862	\$ 3,361	95%
\$ 1,793	\$ 1,694	\$ 1,847	-3%
\$ 1,156	\$ 879	\$ 984	17%
\$ 874	\$ 2,524	\$ 1,203	-27%
\$ 46,583	\$ 34,619	\$ 32,906	42%

BREAKDOWN OF ATTENDANCE	ON-SITE Programs and Attendance				OFF-SITE Programs and Attendance			
	CURRENT YEAR		PREVIOUS YEAR		CURRENT YEAR		PREVIOUS YEAR	
	Programs	Attendance	Programs	Attendance	Programs	Attendance	Programs	Attendance
Lake St Clair	12	285	22	456	5	496	2	40
Wolcott Mill	2	3	-	-	1	111	-	-
Wolcott Farm	7	104	7	164	1	111	-	-
Stony Creek	37	1,007	31	635	5	435	4	350
Indian Springs	41	509	27	527	11	530	8	240
Kens NC	25	860	31	1,055	41	3,439	62	3,958
Kens Farm	25	283	28	342	1	67	2	60
Western Mobile Center					51	1,742	29	3,696
Hudson Mills	2	30	7	94	11	590	9	366
Oakwoods	23	468	13	247	19	3,167	4	117
Lake Erie	7	89	6	48	11	2,859	6	2,140
Southern Mobile Center					-	-	-	-
Totals	181	3,638	172	3,568	157	13,547	126	10,967

BREAKDOWN OF ATTENDANCE	OTHER VISITORS (Non-programs)	
	Current	Previous
Lake St Clair	3,445	2,312
Wolcott Mill	2,109	417
Wolcott Farm	1,257	438
Stony Creek	11,253	2,500
Indian Springs	2,658	1,713
Kens NC	16,032	8,805
Kens Farm	10,386	6,234
Hudson Mills	2,500	2,500
Oakwoods	9,769	4,972
Lake Erie	4,996	425
Totals	64,405	30,316

"ON-SITE" - Statistics includes both programs offered to the public and programs offered to school and scout groups.

"OFF-SITE" - Statistics includes outreach programs at schools, special events such as local fairs, or outdoor related trade shows.

"OTHER VISITORS" - Represents patrons to interpretive centers who visit to view exhibits, walk trails, and generally just enjoy the outdoors.

Insert 1

2016 RE-ORGANIZATION - Summary of Wage and Benefit Estimates

Current Position / Cost					Proposed Position / Cost				Proposed Estimated Cost						
Type	Current Title	Barg Unit	Level Step	2016 Budgeted Ttl	Proposed Title	Barg Unit	Level Step	Salary / Range	Barg Unit	Level Step	Proposed Salary	< 2016 > Budgeted Ttl	FT @ \$1.85/hr Other EE Costs	FT @ \$19.13/hr EE Benefits	Total
NEW	--			--	Chief Financial Officer	EX	--	\$110,000 - \$129,000	EX	--	\$120,000	\$0	\$3,848	\$39,790	\$163,638
NEW	--			--	HR Gen'list (Safety & Risk Coord)	PROF	06/08	\$52,542 - \$67,627	PROF	06/08	\$60,085	(\$27,000) *	\$3,848	\$39,790	\$76,723
NEW	--			--	System Planner	PROF	06/08	\$52,542 - \$67,627	PROF	06/08	\$60,085	(\$19,650) **	\$3,848	\$39,790	\$84,073
CHANGE	Park Operations Mgr 10 (SC)	SUPV	10E	\$77,720	Park Operations Manager	SUPV	11	\$76,756 - \$84,748	SUPV	11E	\$83,077	(\$77,720)	-	-	\$5,357
	Park Operations Mgr 10 (LSC)	SUPV	10B	\$73,241	Park Operations Manager	SUPV	11	\$76,756 - \$84,748	SUPV	11B	\$78,298	(\$73,241)	-	-	\$5,057
	Park Operations Mgr 10 (K/IS)	SUPV	10C	\$74,699	Park Operations Manager	SUPV	11	\$76,756 - \$84,748	SUPV	11C	\$79,863	(\$74,699)	-	-	\$5,164
	Agriculture Coordinating Supv 10	SUPV	10F	\$79,284	Park Operations Manager	SUPV	11	\$76,756 - \$84,748	SUPV	11F	\$84,748	(\$79,284)	-	-	\$5,464
CHANGE	Stewardship Coordinator 06	PROF	06E	\$56,806	Natural Resources Coordinator	PROF	08	\$62,463 - \$67,627	PROF	08E	\$67,627	(\$56,806)	-	-	\$10,821
CHANGE	HR/Benefits Administrator 10	PROF	10E	\$78,470	HR/Benefits Administrator	PROF	11	\$77,342 - \$85,563	PROF	11F	\$85,563	(\$78,470)	-	-	\$7,093
CHANGE	Admin Office Support Spec 04 (Exec)	NS	04XE	\$47,994	Admin Office Support Spec (Exec)	NS	06	\$52,000 - \$56,306	NS	06E	\$56,306	(\$47,994)	-	-	\$8,312
CHANGE	Police Support Specialist 04	NS	04E	\$45,594	Police Support Specialist	NS	06	\$52,000 - \$56,306	NS	06E	\$56,306	(\$45,594)	-	-	\$10,712
CHANGE	Admin Office Support Spec 06 (HR)	NS	06	\$56,306	Park Support Specialist (HM)	NS	06	\$52,000 - \$56,306	NS	06E	\$56,306	(\$56,306)	-	-	\$0
											\$888,263	(\$636,764)	\$11,544	\$119,371	\$382,414

Positions Budgeted for 2016 - Not Filled @ 1/1/2016

Job Title	Budgeted / Yr	To Be Filled	Per Month Ttl	# Months Open	Total
Deputy Director	\$127,774	June	\$10,647.87	5	(\$53,239)
Civil Engineer	\$80,056	March	\$6,671.33	2	(\$13,343)
Media Relations Specialist	\$85,000	March	\$7,083.33	2	(\$14,167)
Multimedia / Webmaster (@ Proposed)	\$62,463	March	\$5,205.25	2	(\$10,411)
Multimedia Graphic Design Specialist	\$66,299	March	\$5,524.92	2	(\$11,050)
Equipment Maintenance Specialist - K	\$52,000	February	\$4,333.33	1	(\$4,333)
					(\$106,542)

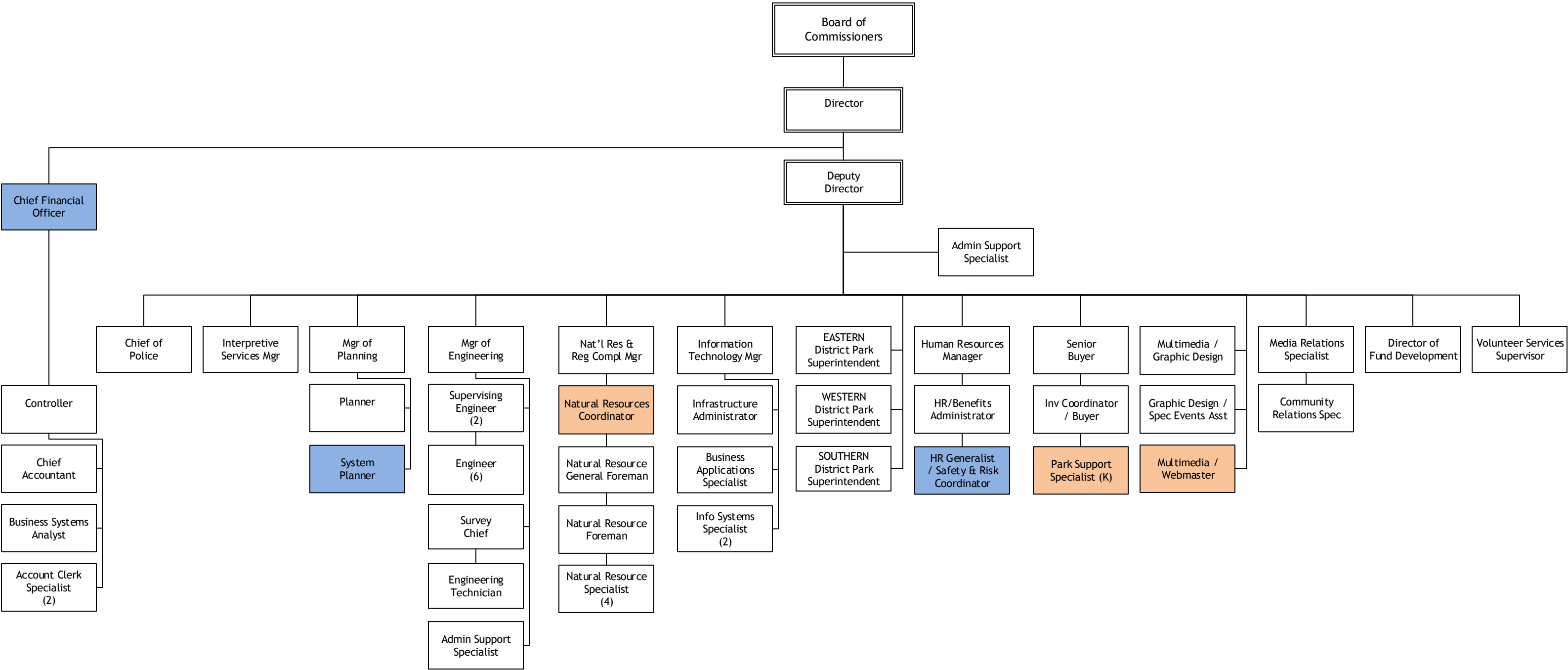
*HR Generalist position previously budgeted @ part-time Safely Coordinator position (1,500 hrs)

*System Planner position previously budgeted @ part-time Planner position (1,500 hrs)

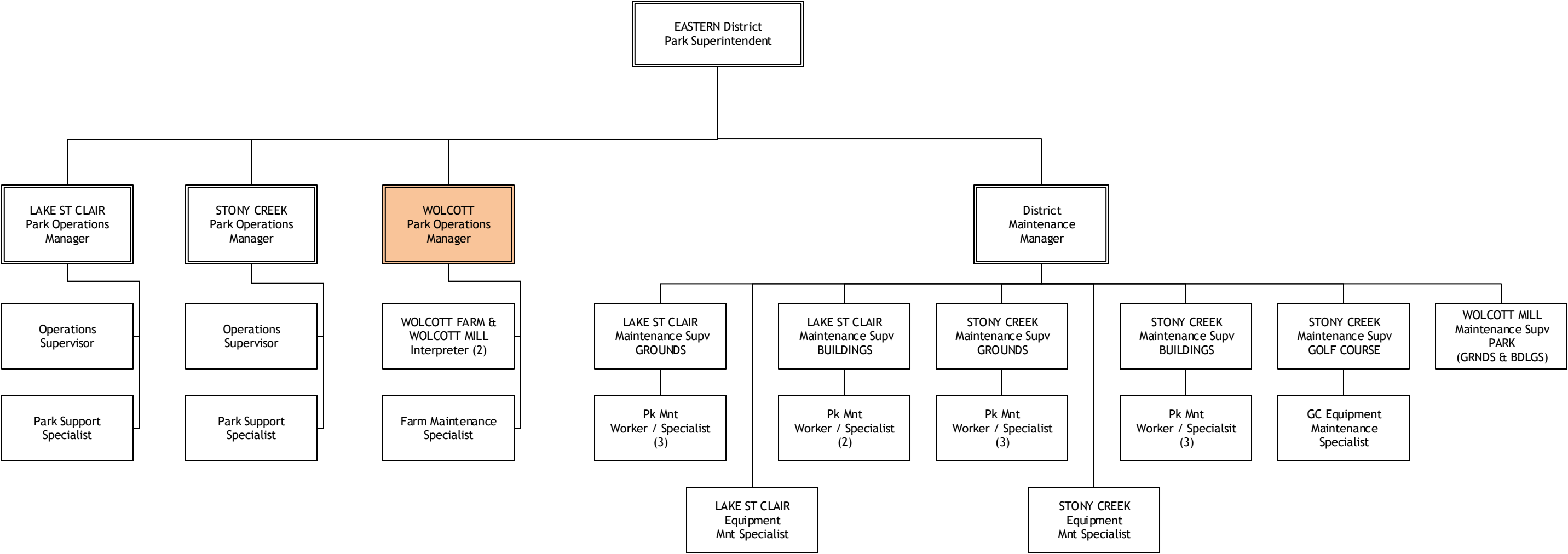
Adjusted Total Re-Organization Cost Estimate \$275,872

Insert 2a

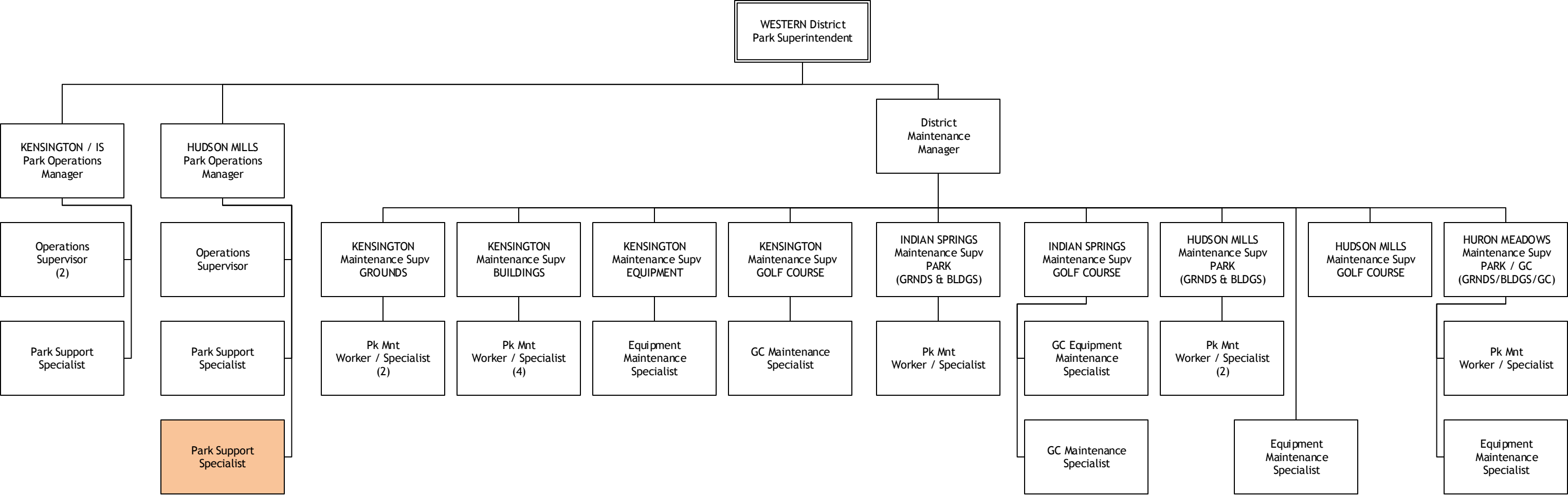
Huron-Clinton Metropolitan Authority - Proposed @ 3/1/2016



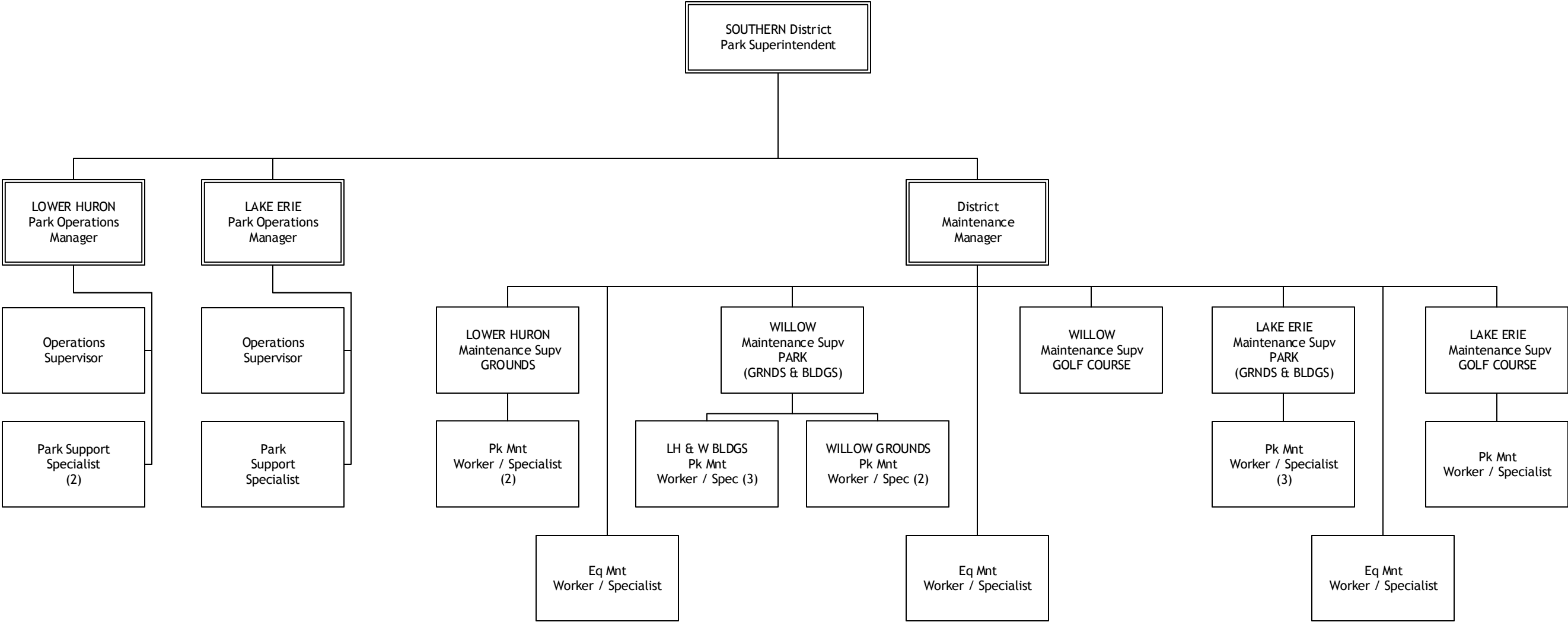
Eastern District - Proposed @ 3/1/2016



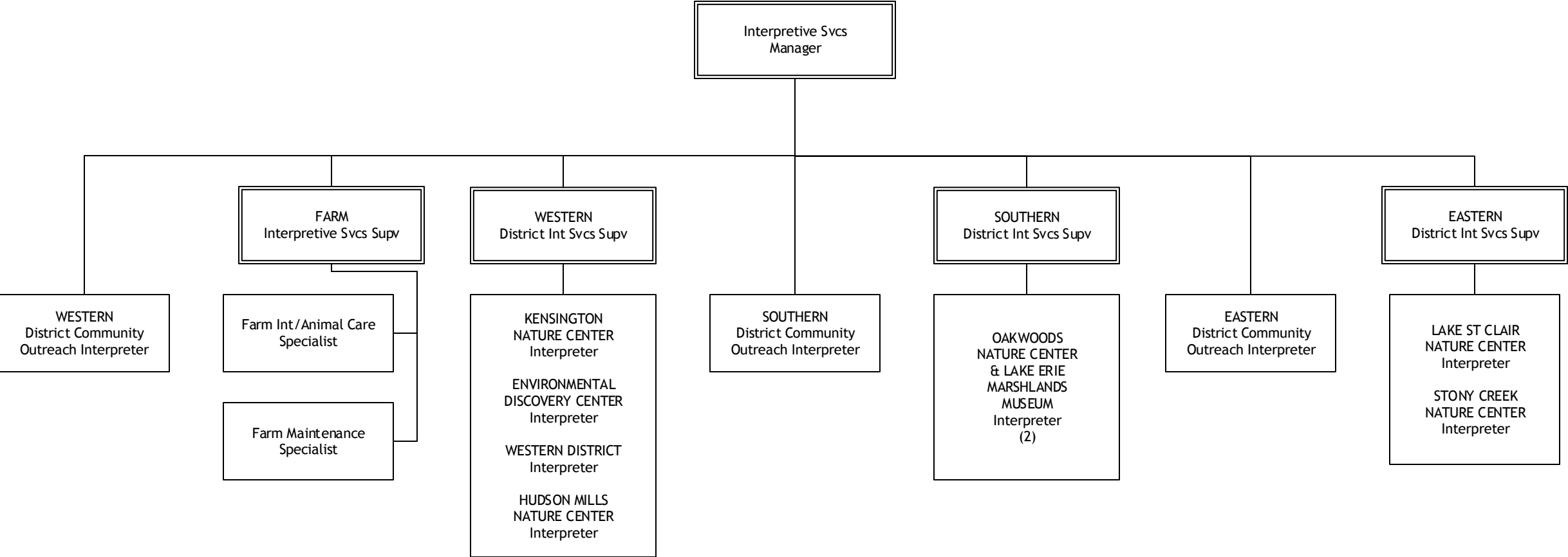
Western District - Proposed @ 3/1/2016



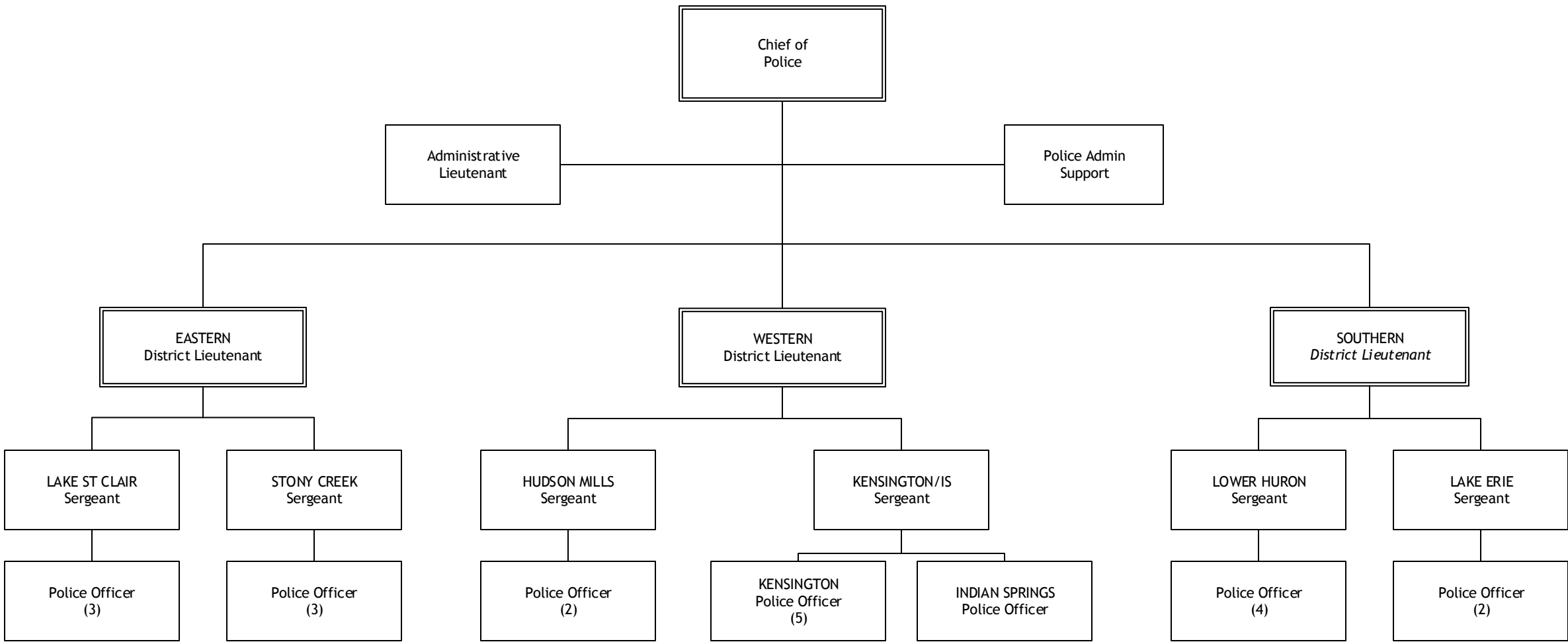
Southern District - Proposed @ 3/1/2016



Interpretive Services & Community Outreach - Proposed @ 3/1/2016

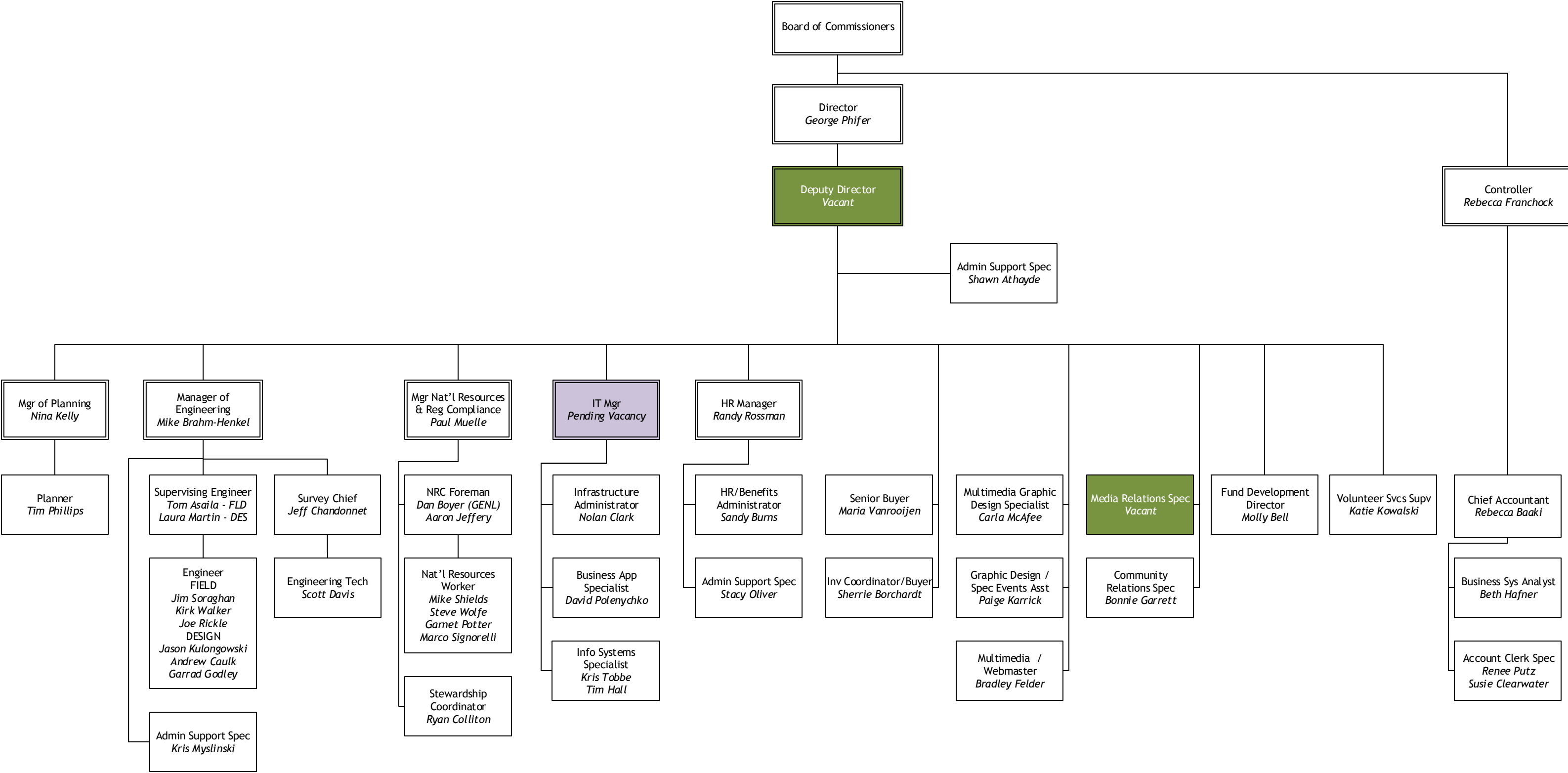


Police Department - Proposed @ 3/1/2016



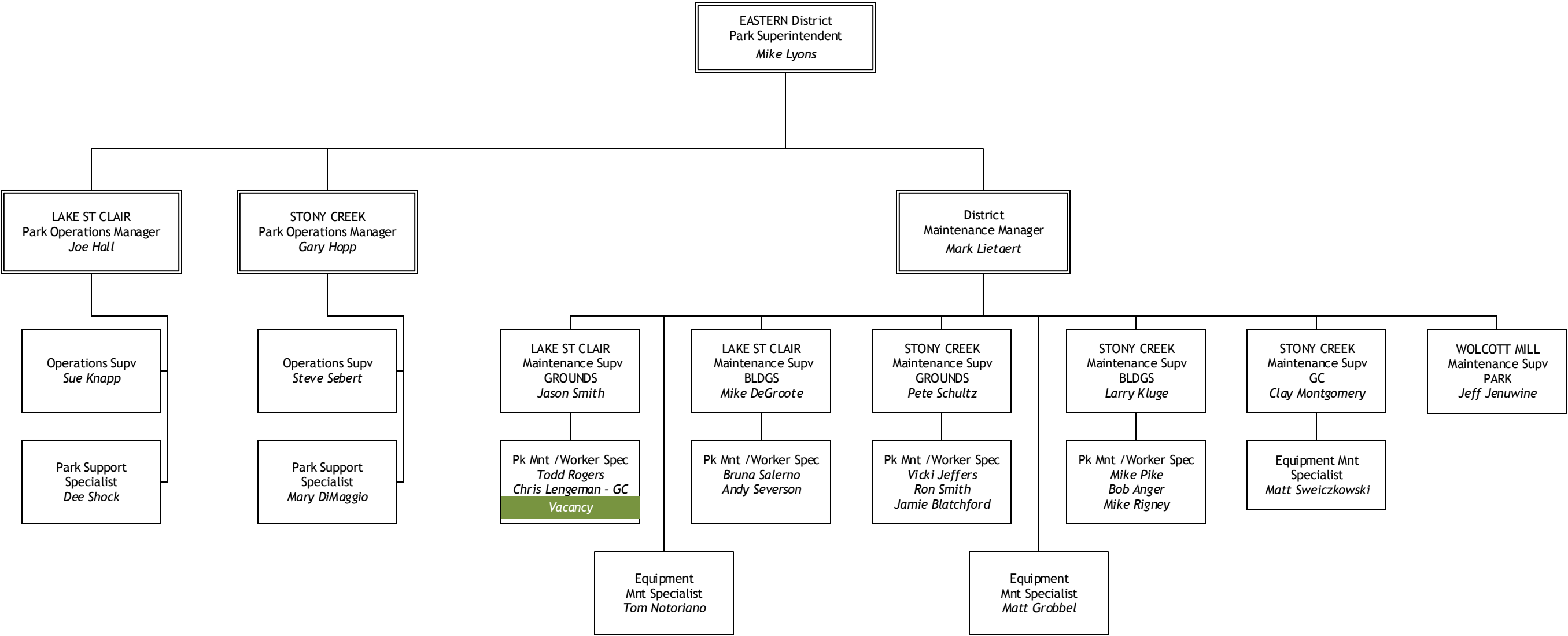
Insert 2b

Administrative Office - Current @ 3/1/2016



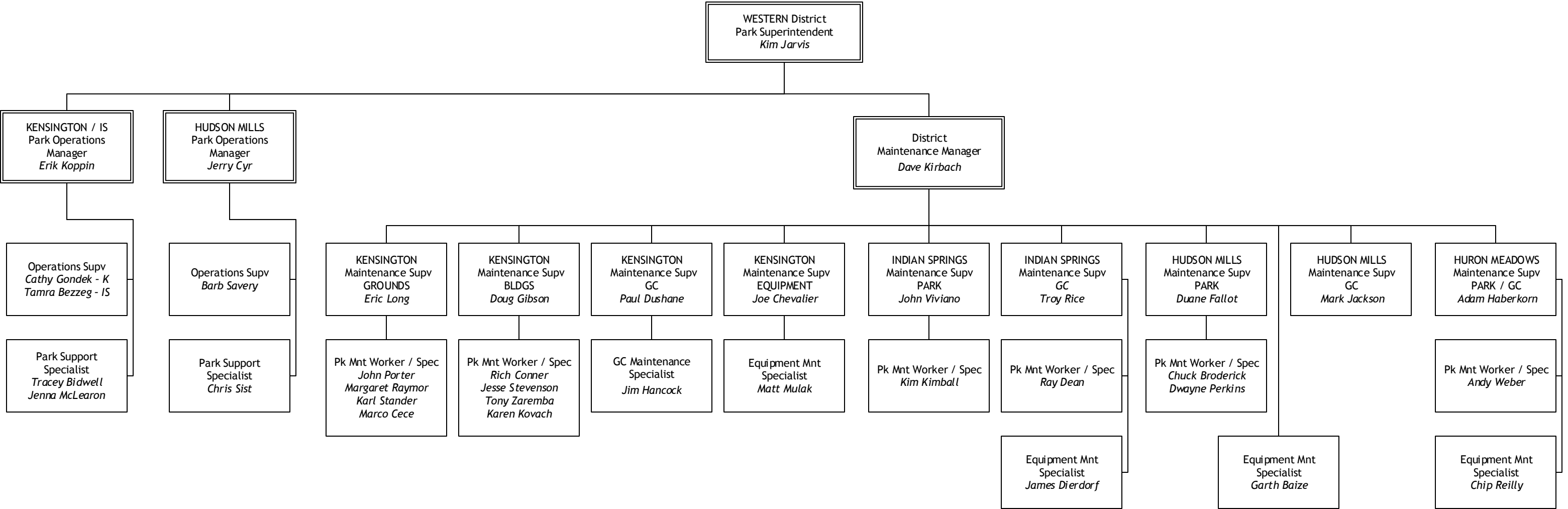
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- Pending Vacancy
- Transfer Only

Eastern District - Current @ 3/1/2016



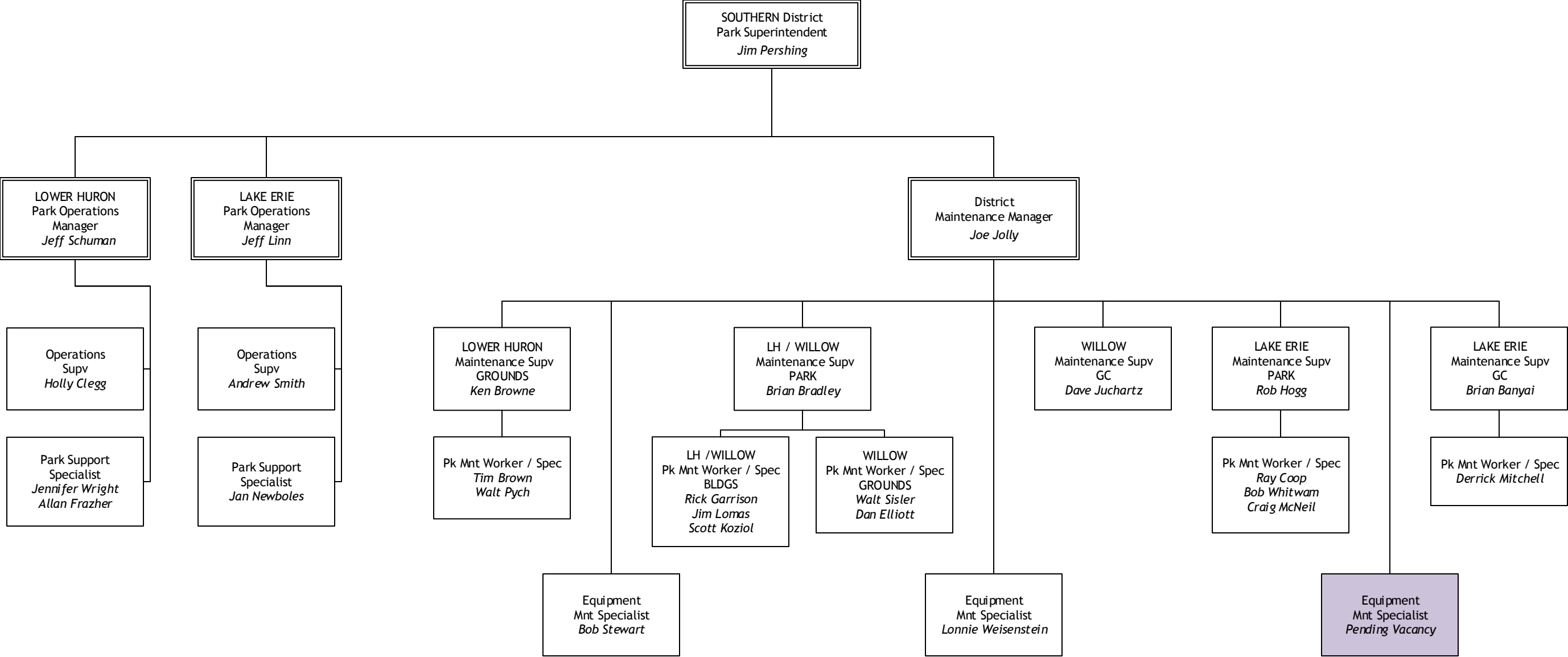
■ Open Position
■ Pending Vacancy
■ Transfer Only

Western District - Current @ 3/1/2016



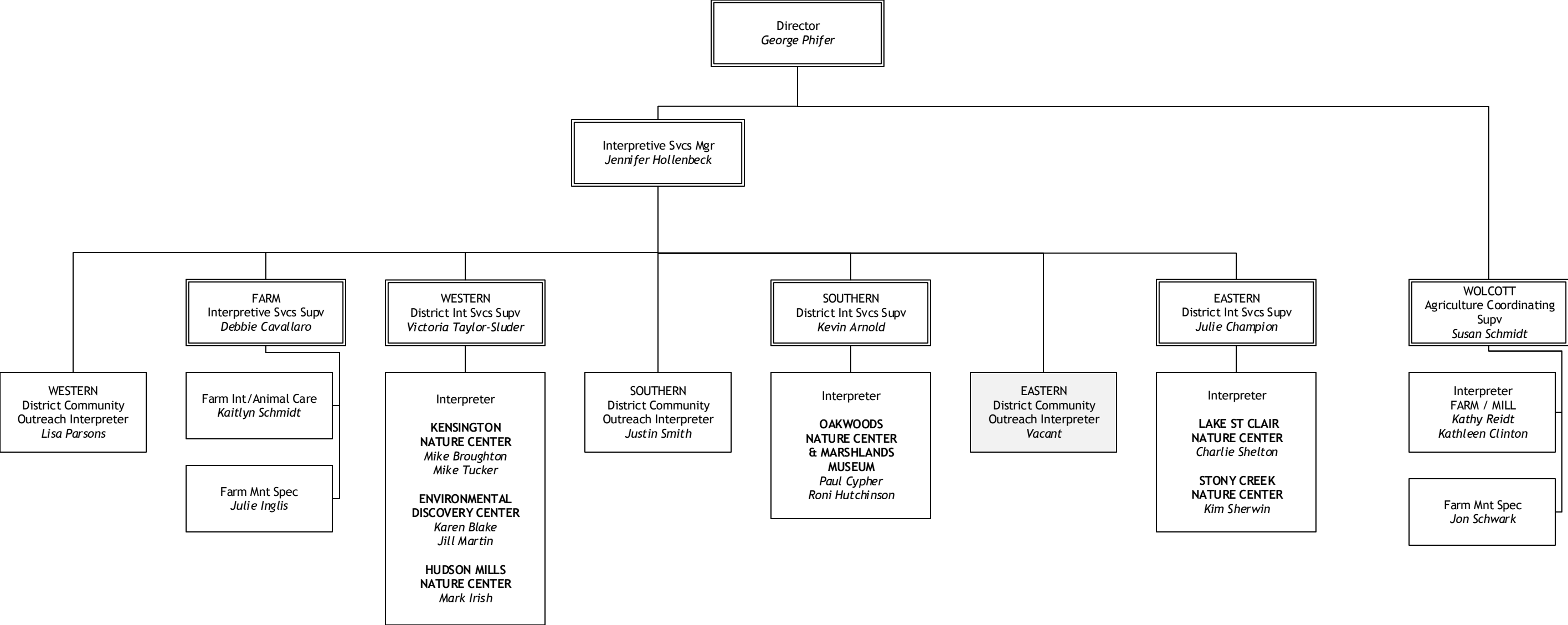
■ Open Position
■ Pending Vacancy
■ Transfer Only

Southern District - Current @ 3/1/2016



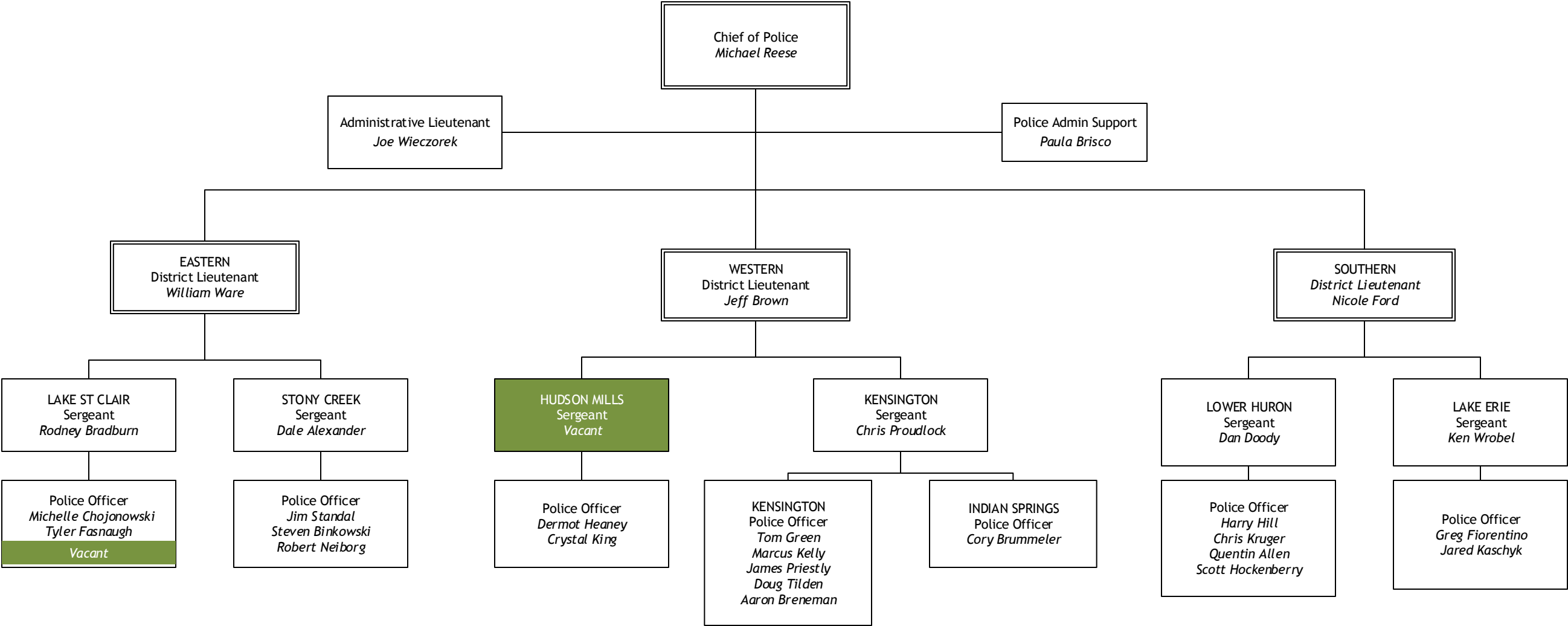
■ Open Position
■ Pending Vacancy
■ Transfer Only

Interpretive Services & Community Outreach - Current @ 3/1/2016



- Open Position
- Pending Vacancy
- Transfer Only

Police Department - Current @ 3/1/2016



- Open Position
- Pending Vacancy
- Transfer Only

Insert 3

