

AGENDA
Huron-Clinton Metropolitan Authority
Board of Commission Meeting
April 9, 2015 – 10:30 a.m.
Lake Erie Metropark – Food Bar

1. Chairman's Statement
2. Public Participation
3. Minutes – March 12, 2015 Regular Meeting and Closed Session
4. Approval – April 9, 2015 Agenda
5. Director's Appointment

Consent Agenda

6. **Approval – April 9, 2015 Consent Agenda**
 - a. Vouchers – March 2015 **pg. 1**
 - b. Financial Statements – March 2015
 - c. Purchases
 1. Chlorinated Tablets, Lake St. Clair, Willow and Lake Erie Metroparks **pg. 3**
 2. Tractor, Stony Creek Metropark **pg. 5**
 3. Lake Aquatic Chemicals, Stony Creek and Kensington Metroparks **pg. 7**
 4. Golf Cart Batteries, Huron Meadows Metropark **pg. 9**
 5. Fertilizer and Turf Chemicals, All parks **pg. 11**
 6. Update – Purchases over \$10,000 **pg. 13**
 - d. Approval – Letter of Support, Oakland Township MNRTF Grant Application **pg. 15**
 - e. Approval – First Quarter Appropriation Adjustments **pg. 23**
 - f. Approval – Professional Services Agreement, Roof Repair, Lake St. Clair and Kensington Metroparks **pg. 27**
 - g. Approval – Amended Kosch Contract, Wolcott Metropark **pg. 37**
 - h. Bids – Road Micro-Surfacing, Stony Creek and Huron Meadows Metroparks **pg. 43**
 - i. Bids – Tollbooth Replacement, Indian Springs Metropark **pg. 45**
 - j. Bids – Emergency Lightning Protection System, Kensington Metropark Golf Course **pg. 47**
 - k. Approval – Professional Services, Lower Huron Maintenance Building Roof System **pg. 49**
 - l. Bids – Road Overbanding and Cracking Filling, System Wide **pg. 55**
 - m. Approval – TIFA Exemption, City of Birmingham **pg. 57**

Regular Agenda

7. Legislative Report **pg. 61**

AGENDA
Huron-Clinton Metropolitan Authority
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8. Reports

A. Lake St. Clair Metropark

1. Approval – Professional Services Agreement, Marsh Restoration Phase II **pg. 63**

B. Administrative Office

1. Approval – Underground Storage Tank Coverage for 2015 – 2016 **pg. 87**
2. Report – Metroparks Land Inventory **pg. 89**
3. Approval – Equipment Capitalization Threshold Change **pg. 119**
4. Report – Building Blocks, IT Road Map **pg. 129**
5. Report – Building Blocks, Capital Development (Five-Year-Plan) **pg. 131**

9. Closed Session – To consider a written legal opinion from outside counsel within the Attorney-Client privilege. *Section 8 (h) of the Michigan Open Meetings Act. M.C.L. 15.268 (h)*

10. Staff Officer Update

11. Other Business

12. Commissioner Comments

13. Motion to Adjourn

The next regular Board of Commissioners meeting will take place:
Thursday, May 14, 2015 at **10:30 a.m.** at Kensington Metropark at the Farm House Grille.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Rebecca Franchock, Controller
Subject: Vouchers, Financial Reports and Park Statistics
Date: April 2, 2015

Vouchers, Financial Reports and Park Statistics are not available at this time due to the timing of month end and the distribution of the Board packet will be sent separately on Friday, April 3.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Ron Smith, Buyer
 Project No: ITB-15-015
 Project Title: Chlorinating Tablets
 Location: Lake St. Clair, Willow and Lake Erie Metroparks
 Date: April 2, 2015

Action Requested: Motion to Approve

That the Board of Commissioners' award ITB-15-015 for 550 buckets of chlorinating tablets to the low responsive, responsible bidder, Aquatic Source in the amount of \$57,500 as recommended by Buyer Ron Smith and staff.

Fiscal Impact: This is a budgeted item.

Scope of Work: Furnish and deliver 550 buckets of chlorinating tablets (Axiall Accutab Blue SI) as needed for the 2015 summer season.

Background: The Metroparks have purchased chlorinating tablets from Aquatic Source since 2011.

Note: Aquatic Source has offered to hold this price through the 2017 season. Annual estimated usage is 550 Buckets (1650 over a three-year period).

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Aquatic Source	Commerce Twp.	550 @ \$105.00/bucket – \$57,500.00
USABluebook	Waukegan, IL	550 @ \$119.50/bucket – \$65,725.00
Univar U.S.A.	Kent, WA	550 @ \$120.45/bucket – \$66,247.50
Halogen Supply	Chicago, IL	550 @ \$121.40/bucket – \$66,770.00

INVITATION FOR BIDS WERE POSTED ON THE MICHIGAN INTER GOVERNMENTAL WEBSITE AND SENT TO 57 REGISTERED SUPPLIERS.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Maria van Rooijen, Purchasing Agent
Project No: RFP-15-021
Project Title: Tractor
Location: Stony Creek Metropark, Macomb County
Date: April 2, 2015

Action Requested: Motion to Approve

That the Board of Commissioners' award RFP-15-021 to the low responsive, responsible bidder, Weingartz in the amount of \$44,178 as recommended by Purchasing Agent Maria van Rooijen and staff.

Fiscal Impact: This is a budgeted item and is under budget by approximately \$5800.

Scope of Work: Furnish and deliver a new Kubota Tractor M9960HDC12.

Background: This purchase will replace two tractors, a 1981 Ford 6600 tractor and 1992 John Deere 5300 tractor. Both units will also be sent to auction There were several models of tractors reviewed for this purchase including, John Deere, New Holland and Kubota. All vendors bid based on a governmental contract.

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Weingartz	Utica	\$44,178.90
Rosy Bros., Inc.	Dryden	\$45,109.35
Tri County Equipment, Inc.	Lapeer	\$54,476.89
Richmond New Holland	Richmond	\$67,529.00



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Maria van Rooijen, Purchasing Agent
 Project No: RFQ-15-016
 Project Title: Lake Aquatic Chemicals
 Location: Kensington, Stony Creek and Willow Metroparks,
 Oakland, Macomb and Wayne Counties
 Date: April 2, 2015

Bids Opened: Tuesday, March 24, 2015 at 10:00 a.m.

Action Requested: Motion to Approve

That the Board of Commissioners award RFQ-15-016 to the low responsive, responsible bidder Cygnet Enterprises, Inc. on a unit price basis for the maximum amount of \$37,700 as recommended by Purchasing Agent Maria van Rooijen and staff.

Fiscal Impact: This item is budgeted.

Scope of Work: Furnish and deliver herbicide and fungicide lake aquatic treatment chemicals for vegetative management as needed.

Background:

1. No other bids were received because Cygnet Enterprises, Inc. is a master wholesale distributor and other chemical suppliers would be purchasing the product from Cygnet.
2. The quantities are estimates only and are for the maximum allowable lake treatment area. The Authority is estimating purchasing approximately 30 percent or less of the total for the season.
3. Prior year expenditures are as follows:
 - 2014 – \$29,791.84
 - 2013 – \$33,062.00

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Cygnet Enterprises, Inc.	Flint, MI	\$107,054.50

REQUEST FOR QUOTATIONS WERE POSTED ON MICHIGAN INTER GOVERNMENTAL WEBSITE AND WAS SENT TO 30 REGISTERED SUPPLIERS.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Maria van Rooijen, Purchasing Agent
 Project No: RFQ-15-012
 Project Title: Golf Cart Batteries
 Location: Huron Meadows Metropark, Livingston County
 Date: April 2, 2015

Bids Opened: March 16, 2015 at 2:00 p.m.

Action Requested: Motion to Approve

That the Board of Commissioners' award RFQ-15-012 to the low responsive, responsible bidder, Energy Products, Inc. in the amount of \$20,916 as recommended by Purchasing Agent Maria van Rooijen and staff.

Fiscal Impact: This is a budgeted item and is under budgeted by approximately \$7,000.

Scope of Work: Furnish and delivered 252 new golf car batteries, total carts 42, six (6) batteries per golf cart.

Background: RFQ-15-012 was bid out for 384 batteries to replace all batteries in the electric golf carts located at Huron Meadows. Golf maintenance staff requested to start working on replacing the worst batteries prior to the course opening. One-third of the order (approximately 132 batteries) was ordered on March 20.

The remaining balance of 252 batteries is being requested on this tabulation.

<u>Vendor</u>	<u>Location</u>	<u>Price</u>
Energy Products	Sterling Heights	\$83.00 - \$20,916.00
Kirk Automotive	Detroit	\$91.00 - \$22,932.00
Spartan Distributors	Sparta	\$95.95 - \$24,179.40
Complete Battery Source	Southfield	\$97.26 - \$24,509.52
Midwest Golf and Turf	Commerce Twp.	\$117.00- \$29,484.00

INVITATION FOR BIDS WERE POSTED ON MICHIGAN INTER GOVERNMENTAL WEBSITE AND WAS SENT TO 81 REGISTERED SUPPLIERS.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Maria van Rooijen, Purchasing Agent
Project No: RFP 15-020 Oakland County Contract
 (Contract 4373, Contract 4372, Contract 4377)
Project Title: Fertilizer and Turf Chemicals
Location: All Metropark Golf Courses and Grounds Maintenance Departments
Date: April 2, 2015

Action Requested: Motion to Approve

That the Board of Commissioners' award RFP 15-020 to the low responsive, responsible bidders, Harrell's LLC, Residex LLC, and Tri Turf in the amount not to exceed \$240,050 as recommended by Purchasing Agent Maria van Rooijen and staff.

Fiscal Impact: This is a budgeted item.

Scope of Work: Furnish and deliver Fertilizer and Turf Chemicals at unit pricing per contracts between Oakland County and Harrell's, LLC, Residex, LLC and Tri Turf. All golf courses and maintenance departments will be required to stay within their respective 2015 budget.

Background: The parks will use the proper chemicals suited for their individual locations. Total purchases for 2014 were as follows:

- Harrell's – \$75,400
- Residex, LLC – \$29,400
- Tri Turf – \$16,000

<u>Vendor</u>	<u>Location</u>	<u>Max Contract Bid Amount</u>
Harrell's LLC	New Hudson	\$150,000.00
Residex LLC	Novi	\$150,000.00
Tri Turf	Traverse City	\$150,000.00



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Gregory J. Almas, Interim Director
 Subject: March Purchases over \$10,000
 Date: April 2, 2015

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 Interim Director Gregory J. Almas 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 for March 2015 that exceeds the \$10,000 threshold:

<u>Vendor</u>	<u>Description</u>	<u>Price</u>
Spartan Distributors	Replacement mower decks	\$15,993.00
Energy Products	Replacement golf cart batteries	\$10,956.00



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Dave Struck, Manager of Planning
 Subject: Approval – Letter of Support, Oakland Township MNRTF Grant Application
 Date: April 2, 2015

Action Requested: Motion to Approve

That the Board of Commissioners' approve the Letter of Support for Oakland Township's application for a Michigan Natural Resources Trust Fund acquisition grant as recommended by Manager of Planning, Dave Struck and staff.

Background: Oakland Township Parks and Recreation will be submitting a grant application to the Michigan Natural Resources Trust Fund (MNRTF) for the acquisition of 209 acres that would expand the township's existing Stony Creek Ravine Nature Park. The existing 60-acre township park is located north of Snell Road, east of Sheldon Road, directly north of Stony Creek Metropark. The township is requesting \$2,216,400 in MNRTF grant funding.

Long-term plans for the expanded township park include a park entry road, 30-space parking lot, a trailhead and future trail connections, a play structure, and potential active recreation areas. The township is also proposing to construct three wetland restoration basins. The proposed recreation and conservation use of the project site will better protect its habitats and wildlife than developing the site for residential use, which could result in clearing of forest areas, significant earth moving, and disturbance of the ground cover which could result in erosion, potential siltation of Stony Creek and introduction of invasive plants.

HCMA and Oakland Township have a history of working together on recreation-related projects pertaining to Stony Creek and the surrounding area. In 2005, HCMA provided a letter of support for the township's initial acquisition of the existing 60-acre Stony Creek Ravine Nature Park. In 2014, Oakland Township Parks and Recreation provided a letter of support for HCMA's MNRTF development grant application for the redevelopment of the boat launch area at Stony Creek Metropark. The proposed expansion of the township's nature park would further connect regional and local natural habitats and recreation opportunities with those at Stony Creek Metropark. Additionally, the proposed expansion would include environmental restoration that would help protect Stony Creek's high water quality and associated natural communities, including those located downstream in Stony Creek Metropark.

**Attachments: March 25, 2015 Oakland Press Article RE: Grant Application
 Preliminary Site Plan for Stony Creek Ravine Nature Park
 Draft HCMA Letter of Support**

The Oakland Press (<http://www.theoaklandpress.com>)

Oakland Township passes 2015-16 budget, approves possible park land acquisition

Wednesday, March 25, 2015

With the township's fiscal year to begin April 1, the Oakland Township Board of Trustees came to a consensus on a new budget.

Trustees approved a three-year rolling budget by a 6-1 margin at a Tuesday, March 24 meeting.

The board did not vote to approve the budget at its previous meeting March 10 or at a special meeting dedicated to a budget workshop March 16.

Tuesday, the board also approved a grant application by the township's Parks and Recreation Commission intended to be used for the purchase of more than 200 acres of land which could be added to Stony Creek Nature Ravine Park.

The land could be used, in part, to connect the park to Stony Creek Metropark, among other things, according to the grant application.

If the grant is approved, the township would provide approximately \$740,000, to be funded by a combination of the township's parks millage and land preservation funds, of the nearly \$3 million purchase price.

The grant is offered by the Michigan Natural Resources Trust Fund.

The township would not pay for the purchase until the 2016-17 fiscal year.

The 60-acre Stony Creek Nature Ravine Park is located at 1280 Knob Creek Drive. The additional property is bordered to the south by Snell Road and to the west by the park.

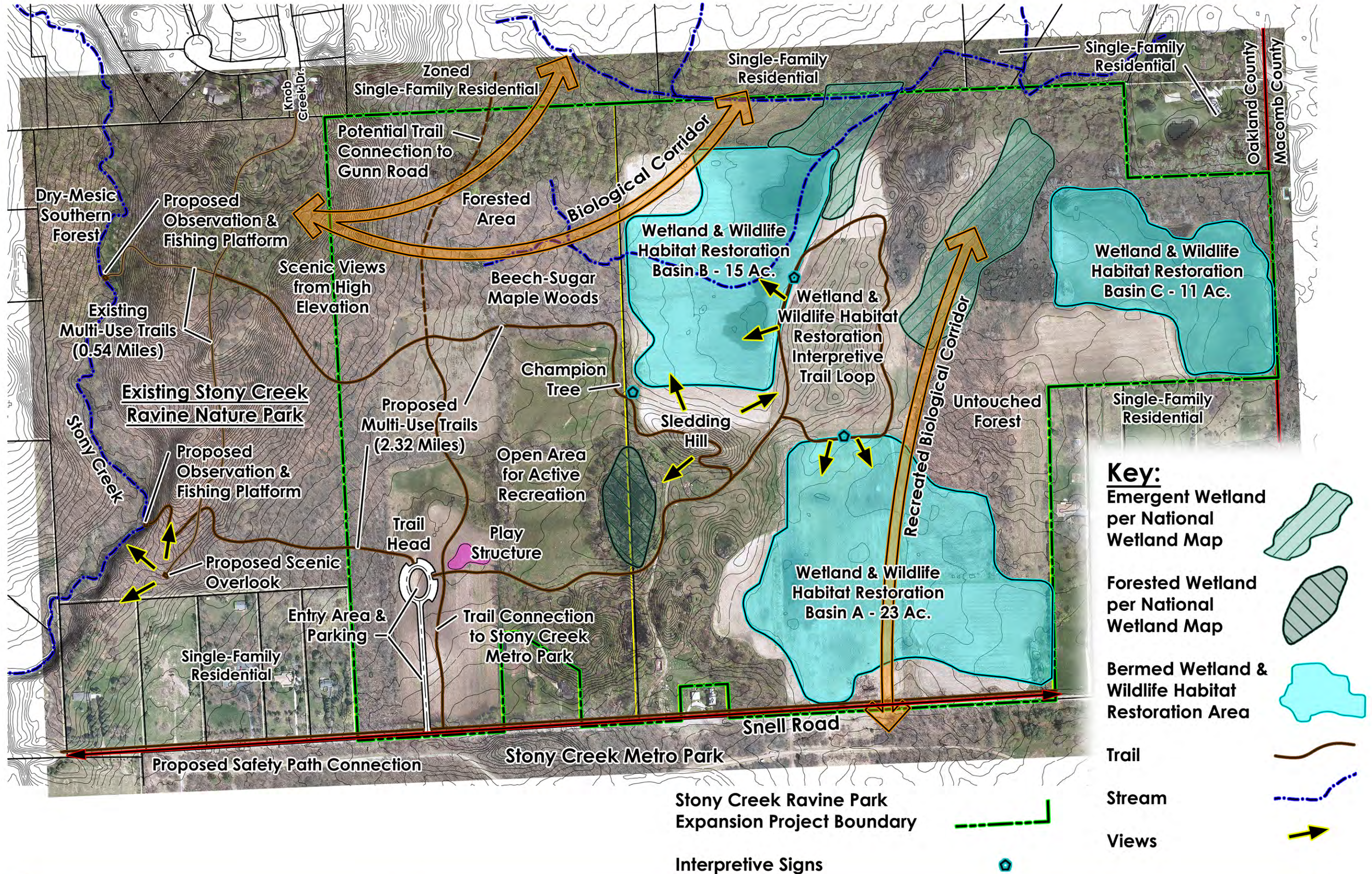
– Staff writer Paul Kampe



Site Development Plan

TF15-0130

6-d-2



Not to Scale

Tax Parcel
2014 Aerial

Stony Creek Ravine Nature Park Expansion

Oakland Township

Stony Creek Ravine Nature Park Expansion

• 2015 Natural Resources Trust Fund Grant • Michigan Department of Natural Resources •

Map provided by:



and
Donald C. Westphal Associates



March 26, 2015

Grants Management Division
Michigan Natural Resources Trust Fund
P.O. Box 30425
Lansing, MI 48909-7925

RE: Michigan Natural Resources Trust Fund 2015 Grant Application
Oakland Township Stony Creek Ravine Nature Park Expansion Project

To Whom It May Concern:

The Huron-Clinton Metropolitan Authority (HCMA) supports Oakland Township's application to the Michigan Natural Resources Trust Fund for acquisition funding to assist with the "Stony Creek Ravine Nature Park Expansion" project, which would add an additional 209 acres to the Stony Creek Ravine Nature Park. Expansion of this park will help protect the water source for critical natural habitats, which feed southward into Stony Creek Lake of Stony Creek Metropark. The provision of a north-south oriented trail connecting Stony Creek Ravine Nature Park and Stony Creek Metropark would add an additional link in the regional trail network. Ownership and management of the property by Oakland Township Parks and Recreation will allow for excellent management of the wildlife habitat, steep slopes, and scenic features of the property.

Additionally, the proposed expansion of the township park is consistent with the goals and objectives of the Southeast Michigan Council of Government's (SEMCOG) *Green Infrastructure Vision for Southeast Michigan*, which include linking riparian corridors, connecting green infrastructure through restoration, and providing additional access to non-motorized trails by filling in gaps within the Southeast Michigan trail network.

The Huron-Clinton Metropolitan Authority is in full support of the proposed expansion project at Oakland Township's Stony Creek Ravine Nature Park. The proposed project will protect this unique and valuable natural area and provide additional recreational opportunities for Michigan residents.

Sincerely,

George Phifer

[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

John E. La Belle
Livingston County

Harry E. Lester
Wayne County

Robert W. Marans
Washtenaw County

Anthony V. Marrocco
Macomb County

Timothy J. McCarthy
Governor Appointee

Jaye Quadrozzi
Oakland County



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Rebecca Franchock, Controller
 Subject: 2015 First Quarter Budget Appropriation Amendments
 Date: April 2, 2015

Action Requested: Motion to Approve

That the Board of Commissioners' approve the 2015 First Quarter Appropriation Amendments as recommended by Interim Director Almas and Controller Franchock.

Background: In order to maintain compliance with 2015 Budget line item appropriation limits, monthly reviews have been made of Capital and Operation General Fund expenditure accounts. As a result of these reviews and subsequent review and approval by the Director, these appropriation adjustments have been recorded.

\$117,600 (14.4 percent) of the \$921,900 in General Fund appropriation adjustments made represent appropriations transferred between accounts between different cost centers.

Appropriations totaling \$698,900 (85.6 percent) were made from the General Fund Reserve for Future Contingency Account for the following items:

1	\$ 680,900	Capital and Major Maintenance Carry Over projects – All Parks
2	1,000	Blue Cross donation for canoe race – Kensington and Hudson Mills
3	<u>17,000</u>	Marketing Brochures – AO
	<u>\$ 698,900</u>	

Attachment: 2015 First Quarter Appropriation Adjustments

Summary of Changes by Cost Center

	Appropriations Transferred Out of Cost Center	Appropriations Transferred Into Cost Center	Appropriations Transferred Within Cost Center	Appropriations From Reserve	Total Appropriations Transferred
Capital					
Lake St Clair	-	-	-	20,000	20,000
Kensington	-	-	-	62,100	62,100
Lower Huron	-	-	-	31,200	31,200
Hudson Mills	-	-	-	84,000	84,000
Stony Creek	-	-	-	30,000	30,000
Lake Erie	-	-	-	(20,000)	(20,000)
Wolcott Mill	-	-	-	12,300	12,300
Indian Springs	-	-	-	107,500	107,500
Huron Meadows	-	-	-	23,700	23,700
Major Maintenance					
Lake St Clair	-	-	-	21,900	21,900
Kensington	-	-	-	13,000	13,000
Lower Huron	-	-	-	246,800	246,800
Lake Erie	-	-	-	7,500	7,500
Indian Springs	-	-	-	40,900	40,900
Operations					
Administrative Office	(19,000)	101,400	-	17,000	99,400
Lake St Clair	-	1,600	-	-	1,600
Kensington	(98,600)	1,600	-	500	(96,500)
Lower Huron	-	800	-	-	800
Hudson Mills	-	800	-	500	1,300
Stony Creek	-	1,600	-	-	1,600
Lake Erie	-	800	-	-	800
Wolcott Mill	-	7,400	-	-	7,400
Indian Springs	-	1,600	-	-	1,600
Total All Funds	\$ (117,600)	\$ 117,600	\$ -	\$ 698,900	\$ 698,900



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Mike Brahm-Henkel, Manager of Assets and Development
Subject: Approval – Professional Engineering/Design Services for Low and Steep Slope Roof System Repairs
Location: Lake St. Clair Thomas Welsh Activity Center and Kensington Service Garage
Date: April 2, 2015

Action Requested: Motion to Approve

That the Board of Commissioners' approve the proposal from Roofing Technology Associates, LTD. (RTA) in the amount of \$3,900 for Lake St. Clair and \$5,700 for Kensington Metroparks as recommended by Manager of Assets and Development Mike Brahm-Henkel staff.

Fiscal Impact: Funds are available in the Engineering Professional Service Account.

Background: In response to staff's request, RTA of Livonia submitted a proposal to develop engineering drawings and specifications for the roof replacement at the Service Garage at Kensington and roof repairs for the Activities building at Lake St Clair Metroaprks. RTA has been providing roofing inspection services as part of our Roof Management program, which was approved by the Board in April 2013. As a result, RTA is familiar with the background and deficiencies of the current roofing systems.

Attachment: RTA Proposals for Lake St. Clair and Kensington Metroparks



ROOFING TECHNOLOGY ASSOCIATES, LTD.

38031 SCHOOLCRAFT
 LIVONIA, MICHIGAN 48150-1065
 (734) 591-4444 • FAX (734) 591-1660 • E-MAIL: rta@rtald.com
 Web site www.rtald.com

February 16, 2015

Ms. Laura L. Martin, P.E.
 Huron-Clinton Metropolitan Authority
 13000 High Ridge Drive
 Brighton MI 48114-9058

RE: ROOF REPAIR SPECIFICATIONS - STEEP-SLOPE ROOF SYSTEM
 Activity Center (LASC10)
 Lake St. Clair Metropark
 Macomb County, Michigan

Dear Ms. Martin:

In accordance with your request, we are pleased to submit this proposal to provide roof consulting services for roof repairs at the designated building's steep-slope roof area. This proposal has been prepared based upon information obtained during our recent conversations with you, email correspondence with you and our knowledge and experience with the designated building. The purpose of our proposed roof consulting services will be to prepare plans, technical specifications and details for roof repairs on the designated building.

The purpose of this correspondence is to outline our proposed scope of work and to provide you with a fee for our services. We trust you will find this proposal acceptable and will retain our firm to perform the desired professional roof consulting services.

In order to meet project requirements, we propose to provide the personnel and expertise necessary to complete the following phase of work.

PLANS AND TECHNICAL SPECIFICATIONS

Roofing repair specifications will be prepared to apply roof coating on the existing sheet metal roof panels. The technical documents will include plans, specifications and details necessary to clearly define the scope of the remedial roof work. The items of work will include:

- Review of any available construction plans and details and compiling any other available information regarding the details of existing construction.
- A site visit to verify quantities of repairs and approximate location of repairs taken from our field notes and photographs gathered during our site visits in 2013.



- Preparation of technical specifications, roof plans and details for the required remedial work. The technical specification sections will establish the types and quality of the materials to be used and the manner in which the materials are to be applied.
- The specifications will include repairs to the existing low-slope roof areas.

We understand that the technical specification sections and drawings will be incorporated into the HCMA typical administrative specifications and bidding documents to provide a complete bid package. We further understand that the incorporation of the specifications prepared by RTA will be handled by HCMA.

GENERAL

Mr. Ronald D. Kinne, RRC, will serve as Project Manager for this project. Other staff members will be assigned once the project schedule is formalized.

We will commence our services within two to three weeks after receiving your written authorization to proceed. The technical specifications will be available for bidding by the selected Roofing Contractor(s) approximately two to three weeks thereafter, providing weather conditions allow for the timely completion of our field work.

PROFESSIONAL FEES

Professional fees for the work and personnel required to complete the above outlined Phase I roof consulting services will be billed on a lump sum basis. The total fees for the Phase I services as outlined herein will be:

LUMP SUM \$ 3,900

Should you require other roof consulting services during this phase of the project which are in addition to the stated scope, additional charges will be based upon the fees and rates which have been previously agreed upon with your organization. Such additional services may include any additional authorized project-related meetings and/or site visits in addition to those stated above. No work requiring additional fees will be performed unless authorized by your office.

We appreciate this opportunity to submit our proposal for your consideration and look forward to working with you on this project. Following your review of this proposal, please do not hesitate to call us should you have any questions regarding this submittal.

Please indicate your acceptance of this proposal by submitting to us written authorization to perform the above outlined roof consulting services. Thank you for the opportunity to submit this proposal.

Ms. Laura Martin, P.E.
February 16, 2015
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Sincerely,

ROOFING TECHNOLOGY ASSOCIATES, LTD.

A handwritten signature in black ink that reads "Ronald D. Kinne". The signature is written in a cursive style with a large, prominent "R" and "K".

Ronald D. Kinne, RRC
Project Manager

A handwritten signature in black ink that reads "Michael C. Bode". The signature is written in a cursive style with a large, prominent "M" and "B".

Michael C. Bode, RRC
Vice President

RDK/MCB/rdk

U:\proposals\Metroparks LASC10 Repairs2014



ROOFING TECHNOLOGY ASSOCIATES, LTD.

38031 SCHOOLCRAFT
LIVONIA, MICHIGAN 48150-1065
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Web site www.rtald.com

February 16, 2015

Ms. Laura L. Martin, P.E.
Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
Brighton MI 48114-9058

RE: ROOF REPLACEMENT SPECIFICATIONS - LOW-SLOPE ROOF SYSTEMS
Kensington Metropark – Service Garage (KENS02B AND KENS02G)
Huron-Clinton Metropolitan Authority
SE Michigan

Dear Ms. Martin:

In accordance with your request, we are pleased to submit this proposal to provide roof consulting services for roof replacement at the designated low-slope building areas of the Service Garage at Kensington Metropark. This proposal has been prepared based upon information obtained during our recent conversations with you, email correspondence with you and our knowledge and experience with the designated building. The purpose of our proposed roof consulting services will be to prepare plans, technical specifications and details for roof replacement on the building areas listed in the following table:

Huron-Clinton Metroparks				
BLDG ID	BUILDING NAME	SECTION	ROOF TYPE	REPAIR TYPE
KENS02	Service Garage	B, G	EPDM	Full Replacement

The purpose of this correspondence is to outline our proposed scope of work and to provide you with a fee for our services. We trust you will find this proposal acceptable and will retain our firm to perform the desired professional roof consulting services.

In order to meet project requirements, we propose to provide the personnel and expertise necessary to complete the following phase of work.

PHASE 1 - PLANS AND TECHNICAL SPECIFICATIONS

Roofing replacement specifications will be formulated based upon pertinent information gathered during a site visit to determine specific existing conditions. The technical documents will include plans, specifications and details necessary to clearly define the scope of the remedial roof work. The items of work will include:



- Review of any available construction plans and details and compiling any other available information regarding the details of existing construction.
- Preparation of technical specifications, roof plans and details for the required remedial work. The technical specification sections will establish the types and quality of the materials to be used and the manner in which the materials are to be applied.

We understand that the technical specification sections and drawings will be incorporated into the HCMA typical administrative specifications and bidding documents to provide a complete bid package. We further understand that the incorporation of the specifications prepared by RTA will be handled by HCMA.

GENERAL

Mr. Ronald D. Kinne, RRC, will serve as Project Manager for this project. Other staff members will be assigned once the project schedule is formalized.

We will commence our services within two to three weeks after receiving your written authorization to proceed. The technical specifications will be available for bidding by the selected Roofing Contractor(s) approximately two to three weeks thereafter, providing weather conditions allow for the timely completion of our field work.

PROFESSIONAL FEES

Professional fees for the work and personnel required to complete the above outlined Phase I roof consulting services will be billed on a lump sum basis. The total fees for the Phase I services as outlined herein will be:

LUMP SUM \$ 5,700

Should you require other roof consulting services during this phase of the project which are in addition to the stated scope, additional charges will be based upon the fees and rates which have been previously agreed upon with your organization. Such additional services may include any additional authorized project-related meetings and/or site visits in addition to those stated above. No work requiring additional fees will be performed unless authorized by your office.

We appreciate this opportunity to submit our proposal for your consideration and look forward to working with you on this project. Following your review of this proposal, please do not hesitate to call us should you have any questions regarding this submittal.

Ms. Laura Martin, P.E.
February 16, 2015
Page 3



Please indicate your acceptance of this proposal by submitting to us written authorization to perform the above outlined roof consulting services. Thank you for the opportunity to submit this proposal.

Sincerely,

ROOFING TECHNOLOGY ASSOCIATES, LTD.

Ronald D. Kinne, RRC
Project Manager

Michael V. Mathers, RRC
Vice President

RDK/MVM/lab

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HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Susan Schmidt, Coordinating Supervisor Wolcott Metropark
 Subject: Kosch Catering Contract Amendment
 Date: April 2, 2015

Action Requested: Motion to Approve

That the Board of Commissioners' amend the Kosch Catering Contract to include Wolcott Mill Metropark as an additional facility to provide catering services as recommended by Coordinating Supervisor Susan Schmidt and staff.

Fiscal Impact: Potential revenue from hosting events at Wolcott Metropark.

Scope of Work: Kosch Catering to provide food services at Wolcott Metropark.

Background: The Huron-Clinton Metropolitan Authority currently has a food service catering contract with Kosch Catering. Currently, Kosch is offering either concessions or catering at the following locations: Lake St. Clair, Stony Creek, Indian Springs, Kensington, Lower Huron, Willow, Oakwoods and Lake Erie Metroparks. The current contract is in effect from Jan. 1, 2014 until Dec. 31, 2017. Wolcott Metropark is in need of a caterer to assist with providing food services for weddings and other designated special events.

Staff requests that an addendum be added to the current HCMA contract with Kosch Catering to include the Wolcott Mill Metropark Farm Center, Historic Center and Camp Rotary. Kosch will provide exclusive full service catering at these venues.

Kosch Catering has agreed to create menus and beverage packages that will be acceptable to the clientele seeking to utilize Wolcott venues for their events. Kosch Catering, who is also an agent of the Wolcott Mill Metropark liquor license, will also provide alcoholic beverage service.

Having an exclusive caterer will offer more consistency in customer service and provide better accountability and oversight by park staff.

Note: The pending amended contract, has been created and reviewed by General Counsel Miller Canfield.

Attachment: Kosch Food Service Contract Addendum

**FIRST ADDENDUM TO
PROFESSIONAL SERVICES CONTRACT**

THIS FIRST ADDENDUM TO PROFESSIONAL SERVICES CONTRACT (this "**Addendum**") is made and entered into as of _____, 2015, by and between the Huron-Clinton Metropolitan Authority, a Michigan public body corporate ("**HCMA**") and Kosch Hospitality, LLC, a Michigan limited liability company ("**Contractor**"). Collectively, the signatories are referred to as the Parties, and individually, as a Party.

RECITALS

WHEREAS, on the 1st day of January, 2014, the Parties executed a Professional Services Contract (the "**Agreement**") for the provision of Food and Beverage Service (the "Services") at select facilities owned and operated by HCMA; and

WHEREAS, the Parties desire to addend the Agreement to add certain other facilities and locations at which the Contractor shall provide the Services on the same terms and conditions currently contained in the Agreement; and

WHEREAS, Section 8.21 of the Agreement provides that the Agreement may be amended by mutual written agreement of the Parties.

NOW, THEREFORE, in consideration of the respective covenants, agreements and representations and warranties set forth herein, the Parties to this Addendum, intending to be legally bound, agree as follows:

Definitions. Capitalized terms used but not defined in this Addendum shall have their respective meanings set forth in the Agreement.

Addendum to Introduction. Paragraph A of the Introduction of the Agreement is hereby addended to add one bullet point to the list of the Facilities:

Wolcott Mill Metropark, inclusive of Wolcott Historic Center, Wolcott Farm Center and Wolcott Camp Rotary

Addendum to Section 1 of Exhibit III. Exhibit III to the Agreement is hereby addended to add Section 1.9 to Section 1 (Facilities) as follows:

Wolcott Mill Metropark, inclusive of Wolcott Historic Center, Wolcott Farm Center and Wolcott Camp Rotary. Facilities include buildings and sites for tented events requiring full service off premise catering and/or alcohol service.

Addendum to Section 2 (Hours of Operation) of Exhibit III. Section 2 of Exhibit III to the Agreement is hereby addended as follows to add Section 2.9 to Section 2 of Exhibit III:

2. Hours of Operation. The following are the hours of operation at the respective Metroparks and the Facilities:

2.9. **Wolcott Metropark**, 65775 Wolcott Road, Ray, MI:

Wolcott Historic Center: 9 AM to 5 PM daily (grounds), 9 AM to 5 PM Friday through Sunday (buildings) all year.

Wolcott Farm Center: 9 AM to 5 PM daily, all year.

Wolcott Camp Rotary: 9 AM to 5 PM daily, all year.

5. Document Otherwise Unchanged. Except as herein provided, the Agreement shall remain unchanged and in full force and effect.
6. Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Addendum and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Addendum as to the parties hereto and may be used in lieu of the original Addendum for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.
7. Conflict. In the event the terms of the Agreement conflict with the terms of this Addendum, the terms of the Agreement shall control and govern in all instances.
8. Rules of Construction. The Parties hereto agree that they have been represented by counsel during the negotiation and execution of this Addendum and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.
9. Severability. If any provision of this Addendum is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Addendum will remain in full force and effect. Any provision of this Addendum held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly caused this Addendum to be executed as of the day and year first above written.

HURON-CLINTON METROPOLITAN AUTHORITY

By: _____

Its: _____

Date: _____

KOSCH HOSPITALITY, LLC

By: _____

Its: _____

Date: _____



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Mike Brahm-Henkel, Manager of Assets and Development
 Project No: 700-15-009
 Project Title: Bids – 2015 Park Road Micro-Surfacing
 Project Type: Major Maintenance
 Location: Huron Meadows and Stony Creek Metroparks
 Date: April 2, 2015

Bids Opened: March 17, 2015 at 2:00 p.m.

Action Requested: Motion to Approve

That the Board of Commissioners' award Contract No. 700-15-009 to the low responsive, responsible bidder, Pavement Maintenance Systems, LLC., in the amount of \$200,137.50 as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.

Fiscal Impact: The project is under budget by \$36,800.

Scope of Work: Work will include furnishing all labor, equipment and materials necessary to complete approximately 34,200 square-yards of micro-surfacing, pavement repairs and bituminous pavement, restoration, traffic control, pavement markings and all incidental construction.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Pavement Maintenance Systems, LLC	Imlay City	\$200,137.50
Strawser Construction, Inc.	Columbus, OH	\$252,200.00
Budget Amount for Contract Services and Administration		
	Stony Creek	\$ 82,000.00
	Huron Meadows	<u>\$175,000.00</u>
		\$257,000.00
Work Order Amount		
Contract Amount-Pavement Maintenance		\$200,137.50
Contract Administration		<u>\$ 20,000.00</u>
Total Proposed Work Order Amount (Rounded)		\$220,200.00

The following contractors obtained bidding documents but did not submit a bid: Ajax Materials, Cadillac Asphalt, Fahrner Asphalt Sealers, Florence Cement, Genus General Engineering, Nylander Engineering, Highway Maintenance & Construction, Pavement Recycling, Pro-Line Asphalt Paving, Scodeller Construction, Terry Asphalt Materials

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: Mike Brahm-Henkel, Manager of Assets and Development
 Project No: 515-15-153
 Project Title: Bids – Toll Booth Replacement
 Project Type: Capital Improvement
 Location: Indian Springs Metropark
 Date: April 2, 2015

Bids Opened: March 17, 2015 at 2:00 p.m.

Action Requested: Motion to Approve

That the Board of Commissioners’ (1) award Contract No. 515-15-153 to the low responsive, responsible bidder, Angelo lafrate Construction Construction Company, in the amount of \$139,925 and; (2) return \$20,000 to Capital Fund Balance as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.

Fiscal Impact: The project is under budget by \$20,000.

Scope of Work: The project includes replacing the tollbooth, utilities, concrete toll island, bituminous and concrete pavement, restoration and all related work. The existing tollbooth is deteriorated and needs to be replaced.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Angelo lafrate Construction Company	Warren	\$139,925.00
The LaSalle Group, Inc.	Canton	\$151,105.00
WCI Contractors, Inc.	Detroit	\$175,210.00
Budget Amount for Contract Services and Administration		\$180,000.00
Work Order Amount		
Contract Amount-Angelo lafrate		\$139,925.00
Contract Administration		<u>\$ 20,000.00</u>
Total Proposed Work Order Amount (Rounded)		\$160,000.00

The following contractors obtained bidding documents but did not submit a bid: Birkenstock Construction, Brock & Associates, Cross Renovation, Davenport Brothers, Degenhardt & Sons, Envision Builders, Hartwell Cement, PK Contracting, Primo Contracting, Reliance Building, Site Development, Spence Brothers, Total Asphalt, Usztan, Nationwide Construction Group

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: Mike Brahm-Henkel, Manager of Assets and Development
 Project No: 504-15-1096
 Project Title: Bids – Emergency Lightning Detection System Replacement
 Project Type: Capital Improvement
 Location: Kensington Metropark Golf Course
 Date: April 2, 2015

Action Requested: Motion to Approve

That the Board of Commissioners’ (1) approve issuing a purchase order to Spartan Distributors in the amount of \$22,470 and; (2) transfer funds from the Capital Fund Balance to cover the cost of the replacement of the existing system as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.

Fiscal Impact: This is an unbudgeted item.

Scope of Work: The project includes the replacement of the existing storm warning and lightning detection system for the Kensington golf course. The existing system is out-of-date and is no longer operational; staff can no longer find parts to repair the existing system.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Spartan Distributors	Auburn Hills	\$ 22,470.00
Thor Guard, Inc.	Sunrise, FL	\$ 24,350.00
Weather Bug	Germantown, MD	\$ 25,650.00*

*Also requires a \$1,500.00 annual subscription for internet base system



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Mike Brahm-Henkel, Manager of Assets and Development
Subject: Proposal Architectural and Engineering Services
Location: Lower Huron Metropark Maintenance Building Roof System
Date: April 2, 2015

Action Requested: Motion to Approve

That the Board of Commissioners' approve the Proposal for Architectural and Engineering Services from Anderson, Eckstein and Westrick, Inc. in the amount of \$7,300 as recommended by Manager of Assets and Development Mike Brahm-Henkel staff.

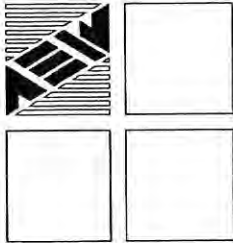
Fiscal Impact: Funds are available in the Engineering Professional Service Account to cover the cost of the project.

Background: In response to staff's request, AEW of Shelby Township submitted a proposal dated March 3, 2015 for Architectural and Engineering services to address the replacement of the roof panel system on the Lower Huron Maintenance building. AEW has previously visually inspected the facility in 2012, 2013, and has reviewed the original design drawings.

The building was constructed in 2004 and due to delays in construction from the default of the contractor and subsequent completion through the bonding company; the existing roofing system was exposed to moisture intrusion, which is believed to have caused the existing structural complications.

The deficiencies include sagging of the structural insulated panels (SIP), dry rot of the OSB panels and rusting of the sheet metal. The proposal would address the removal of the SIP panels and provide replacement with insulated galvanized metal decking and the necessary structural framing. Ventilation improvements would also be addressed with the associated design.

Attachment: AEW Professional Services Proposal



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315
 Civil Engineers • Surveyors • Architects 586-726-1234

March 3, 2015

Laura Martin
 Supervising Design Engineer
 Huron-Clinton Metropolitan Authority
 13000 High Ridge Drive
 Brighton, Michigan 48114-9058

Reference: Proposal for Architectural/Engineering Services
 Maintenance Building Roof Panel Replacement
 Lower Huron Metropark
 Belleville, Michigan

Dear Ms. Martin:

Thank you for considering Anderson, Eckstein and Westrick, Inc. (AEW) to continue to provide engineering services for the Huron-Clinton Metropolitan Authority.

Understanding of the Project

The scope of this project shall consist of architectural/engineering services for the replacement of the existing roof panel system in the high wash bay, anticipated to include galvanized metal deck and beams and associated ventilation improvements, and miscellaneous repairs at the lower roof. We understand that due to extended exposure during construction, excessive water infiltration has compromised the high roof panel structure and corroded other areas of the standing seam roof and trim components.

Services to be Provided

The proposed services to be provided by AEW shall consist of the following:

1. Site visit to document and verify existing conditions
2. Construction documents, including:
 - a. Demolition Plan
 - b. Roof Framing Plan and Details
 - c. Building Sections
 - d. Technical Specification Sheet
3. Submittal of permit sets to building department for approval, including one revision if needed
4. Submittal of bid sets to contractors and bidding assistance, including review of bids, phone interviews, and recommendation letter
5. Shop drawing review



Laura Martin
March 3, 2015
Page 2

Additional Services Available

The following services are available hourly upon request but not included in this proposal.

1. Writing of construction contract
2. Construction observation
3. Construction administration and contractor pay request review
4. Owner or construction progress meetings

Services Not Provided

Material or environmental testing are outside the scope of services that AEW can provide. We will gladly coordinate these services when requested, to be performed by outside consultants as selected by the Client.

Fee for Professional Services

We propose to provide the referenced professional services for a lump sum fee of Seven Thousand Three Hundred Dollars (\$7,300.00).

Any additional services will be provided on an hourly basis, according to our effective rate schedule for the period in which the work is performed.

Basis of Payment

Work in progress will be invoiced every four weeks (billing cycle) based upon hourly charges to date. Payment is due within twenty-eight days of invoice date, after which a time price differential charge of 1% per billing cycle (13% annually) will be added to the outstanding balance. There are no mileage expenses required. Travel time is charged portal to portal. Failure to pay invoices promptly can result in suspension of the work and revision of the completion schedule by the Engineer.

Please note that the fees quoted are for services completed within one year. If time beyond one year is required, an adjustment to the fees for the remaining portion may be made to reflect changes in cost of living, based on the Consumer's Price Index.

Other Terms of Service

Services provided by AEW under this contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to AEW and by mutual agreement between the parties, AEW will correct those services not meeting such standard without additional compensation.

If the Client fails to make payment when due or is otherwise in breach of this contract, AEW may suspend performance of services upon five (5) calendar days notice to the Client. AEW shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this contract by the Client.



Laura Martin
March 3, 2015
Page 3

No party to this agreement shall transfer, sublet or assign any rights under or interest in this agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party(s).

In recognition of the relative risks, rewards, and benefits of the project to both the Client and AEW, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, AEW's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed the compensation received by AEW under this agreement.

The Client agrees that the applicable statute of limitations for any and all causes of action against AEW shall be two (2) years. Causes of action shall be deemed to have accrued and the applicable statute of limitations shall commence to run on the date that AEW last provides service to the Client as to the matters out of which the cause of action arose. However, causes of action that are incapable of discovery during the two (2) year statute of limitations period shall be brought within six (6) months of discovery. Under no circumstances shall any cause of action which could not be discovered during the two (2) year statute of limitations period be brought beyond six (6) years from the date of AEW's last service to the Client as to the matter out of which the cause of action arose.

The Client or his authorized agent may terminate this agreement within five days written notice. The Client must pay for any unpaid work and expenses incurred prior to termination.

Execution of the Agreement

We trust that this proposal meets your needs. Please advise if any modifications or clarifications are required. When you are prepared to authorize us to proceed, please sign, date, and return one copy of this agreement with original signatures for our use.

We thank you once again for the opportunity to work with you on this project.

Sincerely,

Anderson, Eckstein and Westrick, Inc.

Accepted By

Kevin E. Zael, PE
Senior Project Engineer

Signature

Stephen V. Fangori, PE
Executive Vice President

Printed Name, Title

Date



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Mike Brahm-Henkel, Manager of Assets and Development
 Project No: 700-15-010
 Project Title: 2015 Roadway Overbanding and Hike-Bike Trail Crack Filling
 Project Type: Major Maintenance
 Location: Lake St. Clair, Stony Creek, Kensington, Hudson Mills, Lower Huron, Willow and Oakwoods Metroparks
 Date: April 2, 2015
 Bids Opened: March 17, 2015 at 2:00 p.m.

Action Requested: Motion to Approve

That the Board of Commissioners’ award Contract No. 700-15-010 to the low responsive, responsible bidder, Highway Maintenance and Construction Company, in the amount of \$64,627.80 as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.

Fiscal Impact: The project is under budget by \$9,000.

Scope of Work: The project includes furnishing all labor, equipment and materials necessary to provide roadway overbanding and hike-bike trail crack filling at Stony Creek, Lake St. Clair, Kensington, Hudson Mills, Willow, Oakwoods, and Lower Huron Metroparks.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Highway Maintenance & Construction Co.	Romulus	\$64,627.80
Scodeller Construction, Inc.	Wixom	\$69,370.00
Belden USA	Jackson	\$77,799.20
True North Asphalt Services, Inc.	Rochester Hills	\$87,904.40

Budgeted Amount for Contract Services and Administration		
	Lake St. Clair	\$17,000.00
	Stony Creek	\$36,000.00
	Kensington	\$ 5,000.00
	Lower Huron	\$ 5,000.00
	Hudson Mills	\$ 6,000.00
	Willow	\$ 6,000.00
	Oakwoods	<u>\$ 2,000.00</u>
		\$77,000.00

Work Order Amount	
Contract Amount-Highway Maintenance	\$64,627.80
Contract Administration	<u>\$ 3,300.00</u>
Total Proposed Work Order Amount (Rounded)	\$68,000.00

The following contractors obtained bidding documents but did not submit a bid: A&R Sealcoating, Cadillac Asphalt, Carr’s Outdoor Services, Causie Contracting, century Cement, Fahrner Asphalt Sealers, Hutch Paving, Michigan Joint Sealing, Midwest Pavement Contracting, PK Contracting, Piute Contractors, Pro-Line Asphalt Paving, T&M Asphalt Paving, Wolverine Sealcoating

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, Deputy Director
Subject: Exemption of Taxes Subject to Capture
Date: April 2, 2015

Action Requested: Motion to Approve Resolution

That the Board of Commissioners' approve the attached resolution and direct staff to file the resolutions in accordance with the applicable statutes governing the tax increment authorities as recommended by Deputy Director Phifer and staff.

Attachments: Resolution

1. City of Birmingham Corridor Improvement Authority – for the Triangle District Development and Tax Increment Financing Plan.

**HURON-CLINTON METROPOLITAN AUTHORITY
13000 HIGH RIDGE DRIVE, BRIGHTON, MICHIGAN 48114**

**Response to the City of Birmingham Proposed adoption of the Development Plan
and Tax Increment Financing Plan for the Birmingham Triangle District**

RESOLUTION EXEMPTING AD VALOREM PROPERTY TAXES FROM CAPTURE

Upon motion made by Commissioner _____

Supported by Commissioner _____

AT A MEETING OF THE BOARD OF COMMISSIONERS OF THE HURON-CLINTON METROPOLITAN AUTHORITY HELD ON **APRIL 9, 2015**, THE BOARD ADOPTED A RESOLUTION:

WHEREAS, the City of Birmingham, County of Oakland, Michigan (the "Municipality"), pursuant to Act 280, Public Acts of Michigan, 2005, as amended ("Act 280"), has established a Corridor Improvement Authority (the "TIF Entity") and proposes to adopt a development and tax increment financing plan; and

WHEREAS, the Municipality held a public hearing on the proposed development and tax increment financing plan for the TIF Entity on March 16, 2015; and

WHEREAS, ad valorem property taxes levied by the Huron-Clinton Metropolitan Authority (the "Authority") are subject to capture under the proposed development and tax increment financing plan; and

WHEREAS, in recent years the Authority has experienced a significant loss in property tax revenue as property values have sharply declined; and

WHEREAS, the Board of Commissioners of the Authority reserve the right to preserve and protect the Authority's tax base across its five-county region; and

WHEREAS, the Board of Commissioners has authorized staff to pursue the avoidance of tax capture by tax increment financing entities to protect the Authority's tax base; and

WHEREAS, Section 18 of Act 280 provides that not more than 60 days after a public hearing on the tax increment financing plan of a Corridor Improvement Authority, "the governing body in a taxing jurisdiction levying ad valorem property taxes that would otherwise be subject to capture may exempt its taxes from capture by adopting a resolution to that effect and filing a copy with the clerk of the municipality proposing to create the authority."; and

WHEREAS, the Board of Commissioners desires to exempt the ad valorem taxes of the Authority from capture by the TIF Entity.

NOW, THEREFORE, BE IT RESOLVED:

1. The Authority hereby exempts its ad valorem taxes from capture by the TIF Entity.
2. The Recording Secretary shall immediately file a copy of this resolution with the Clerk of the Municipality.
3. This Resolution shall take immediate effect and shall remain effective until a copy of a resolution rescinding that resolution is filed with that clerk.
4. Any resolutions or parts of resolutions which conflict with this resolution are repealed and rescinded to the extent of such conflict.

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 April 9, 2015.

Recording Secretary



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Gregory J. Almas, Interim Director
Subject: Legislative Report
Date: April 2, 2015

Legislative Consultant George Carr will give a verbal update at the April 9, 2015 meeting.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Paul Muelle, Natural Resources and Environmental Compliance Manager
 Subject: Approval – Professional Services Agreement, Marsh Restoration Phase II
 Date: April 2, 2015

Action Requested: Motion to Approve

That the Board of Commissioners' approve the Professional Services Agreement with ASTI Environmental, Inc. as recommended by Natural Resources and Environmental Compliance Manager Paul Muelle and staff.

Background: In August 2014, HCMA was awarded a \$648,000 grant from NOAA for Phase 2 of a Marsh Restoration project planned for the Black Creek Marsh at Lake St. Clair Metropark. This project is a continuation of work begun in 2010 (Phase 1) to restore and improve hydrological and biological processes of both the Black Creek Marsh and Point Rosa Marsh under the Great Lakes Restoration Initiative. This second phase of the project will complete the hydrological restoration and habitat improvement of the Black Creek Marsh, similar to what the 2010 Phase 1 grant allowed in the Point Rosa Marsh.

ASTI Environmental was chosen from a group of eight consultants as best qualified to act as project manager for Phase 1 of the project. Macomb County acted as the fiduciary administrator of Phase 1, and the consultant qualification and evaluation process followed Macomb County procurement procedures. Representative from Macomb County, SEMCOG, HCMA, Clinton River Watershed Council and Wayne State University evaluated applicants. Fees for construction management are a set amount as detailed in the NOAA approved grant budget, so the consultant evaluation is based only on qualifications.

Macomb County has declined to act as the fiduciary administrator for Phase 2 of the Marsh Restoration Project and HCMA will now need to act in that capacity. As such, a new contract with ASTI Environmental is required to complete Phase 2. Under the contract, ASTI Environmental will provide professional services including data collection, site investigations, hydrologic analysis, securing permits, developing final design, construction documents and contract documents, administration of contracts for construction services, grant administration, project communication and other incidental services.

Miller-Canfield has reviewed the Professional Services Agreement documents, which are attached for Board review.

**Attachment: ASTI Professional Services Contract
 Project Budget
 Project Scope of Work**

HURON-CLINTON METROPOLITAN AUTHORITY
PROFESSIONAL SERVICES CONTRACT
CONTRACT EXPIRATION DATE: _____, 2017

This "Contract" made this ___ day of ___, 2015 between the Huron-Clinton Metropolitan ("HCMA"), a Michigan public body corporate, whose address is 13000 High Ridge Drive, Brighton, Michigan 48114, and ASTI Environmental, Inc., called "Consultant" (as further described in the following Table). In this Contract, either Consultant or HCMA may also be referred to individually as "Party" or collectively as "Parties".

HURON-CLINTON METROPOLITAN AUTHORITY 13000 High Ridge Drive Brighton, MI 48226 Tel: (810) 494-6052 Fax: (810) 227-8610 (herein, the "HCMA")	ASTI ENVIRONMENTAL, INC. 10448 CITATION DR. SUITE 100 BRIGHTON, MI. 48116 Tel: 810-225-2800 Tax Id. No.: 38-2567197 (herein the "CONSULTANT")
---	--

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

SECTION 1.	<u>SCOPE OF CONSULTANT'S SERVICES</u>
SECTION 2.	<u>HCMA PAYMENT OBLIGATION FOR CONSULTANT'S SERVICES</u>
SECTION 3.	<u>CONTRACT EFFECTIVE DATE AND TERMINATION</u>
SECTION 4.	<u>CONSULTANT ASSURANCES AND WARRANTIES</u>
SECTION 5.	<u>CONSULTANT PROVIDED INSURANCE AND INDEMNIFICATION</u>
SECTION 6.	<u>CONTRACT DOCUMENTS, DEFINITIONS, AND GENERAL TERMS AND CONDITIONS</u>

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

§1. SCOPE OF CONSULTANT'S SERVICES

Scope of Work – To plan and implement a marshland restoration project located at Lake St Clair Metropark, Harrison Twp., Macomb County, MI. including, design, implementation and monitoring pursuant to the Great lakes Restoration Initiative (GLRI) Grant #NA14NMF4630285 (the Project), including but not limited to the following outcomes:

- To continue to control aquatic invasive species in the Black Creek Marsh through hydrological re-connection,.
- To restore the hydrological connection of the Black Creek Marsh to the Clinton River,
- To create additional recreational opportunities at the park by re-creating the former Black Creek channel, and

- To continue with public education and outreach on the benefits of coastal wetlands and the threats of invasive species.

- 1.1. ASTI shall provide professional and other services for HCMA, either directly or through approved sub-contractors, in all phases of the Project to which this Agreement applies including: appropriate data collection and mapping for pre- and post-construction monitoring of fish, birds, and water quality, soil and site investigations, hydrologic analysis, , securing permits, development of final design, construction documents, securing and administration of contracts for restoration and construction services, attend all meetings, coordinate work as necessary with project partners, local, state and federal agencies, project communication and other incidental services as required to complete the project as approved by NOAA under GLRI Grant #NA14NMF4630285
- 1.2. The services shall be provided in accordance with this Agreements and Attachments A – C.
 - A. Scope o Work
 - B. Budget
 - C. NOAA Grant Agreement #NA14NMF4630285

§2. HCMA PAYMENT OBLIGATIONS FOR CONSULTANT'S SERVICES

- 2.1. Except as otherwise expressly provided for in this Contract, the HCMA's sole financial obligation to the Consultant for any Consultant services under this Contract shall be:
 - 2.1.1. No more than once a month, the Consultant shall submit an invoice to HCMA, which shall itemize all amounts due and/or owing by HCMA under this Contract, and payment terms as the date of the invoice. The invoices shall be submitted in the form requested by HCMA. HCMA shall have no obligation to make payment until a proper invoice of service is submitted. HCMA reserves the right to make partial payments on account of the amount due the Consultant as the work progresses.
 - 2.1.2. Fees and expenses are as described in Attachment B.
- 2.2. Under no circumstances shall HCMA be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Consultant in connection with or resulting from the Consultant's providing any services under this Contract.
- 2.3. HCMA has the right to offset any amounts due and owing to the Consultant should the HCMA incur any cost associated with this Contract that is the obligations of Consultant under this Contract.
- 2.4. This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.
- 2.5. Consultant is required to invoice HCMA, for goods and services received, on a monthly basis within thirty (30) days from the last day of the month in which the goods or services were received. In no event will HCMA pay for goods or services invoiced beyond sixty (60) days after the last day of the month in which the goods or services were received, without the prior approval (related to extenuating circumstances) of HCMA’s designated purchasing manager.

§3. CONTRACT EFFECTIVE DATE, TERMINATION NOTICES AND AMENDMENTS

- 3.1. The effective date of this Contract shall be _____, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date” shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no

circumstances shall this Contract be effective and binding and no payments to the Consultant shall be due or owing for any Consultant services until and unless:

- 3.1.1. This Contract is signed by an employee of Consultant, legally authorized to bind the Consultant.
- 3.1.2. Any and all Certificates of Insurance and any other conditions precedent to the Contract have been submitted and accepted by the HCMA.
- 3.2. HCMA may terminate and/or cancel this Contract (or any part thereof) at any time during the term, any renewal, or any extension of this Contract, upon thirty (30) days written notice to the Consultant, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.
- 3.3. HCMA's sole obligation in the event of termination is for payment for actual services rendered by the Consultant before the effective date of termination. Under no circumstances shall the HCMA be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Consultant may have realized but for the termination and/or cancellation of this Contract. HCMA shall not be obligated to pay Consultant any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.
- 3.4. Consultant may terminate and/or cancel this Contract (or any part thereof) at anytime upon ninety (90) days written notice to HCMA, if HCMA defaults in any obligation contained herein, and within the ninety (90) notice period the HCMA has failed or has not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.
- 3.5. Notices. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given when one of the following occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

- 3.5.1. If notice is sent to the Consultant, it shall be addressed to:

Dianne Martin
ASTI Environmental, Inc.
10448 Citation Drive, Suite 100
Brighton, MI 48116
Tel: (810) 225-2800
Fax: (810) 225-3800
[*dmartin@asti-env.com*](mailto:dmartin@asti-env.com)

- 3.5.2. If notice is sent the HCMA, it shall be addressed to:

Paul Muelle, Natural Resource and Environmental Compliance Manager
Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
Brighton, MI 48114
Tel:810-494-6052
Fax:810-227-8610
[*paul.muelle@metroparks.com*](mailto:paul.muelle@metroparks.com)

3.5.3. Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

3.6. Contract Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Employee of Consultant and by the same person who signed the Contract for HCMA.

§4. CONSULTANT'S ASSURANCES AND WARRANTIES

4.1. Service Assurance. Consultant assures that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.

4.2. Business and Professional Licenses. The Consultant will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.

4.3. Equipment and Supplies. The Consultant is responsible for providing equipment and supplies not expressly required to be provided by the HCMA herein.

4.4. Taxes. The Consultant shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. HCMA shall not be liable to or required to reimburse the Consultant for any federal, state and local taxes or fees of any kind.

4.5. Consultant's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Consultant shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the HCMA including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.

4.6. Consultant Employees.

4.6.1. Consultant shall employ and assign qualified employees as necessary and appropriate to provide the services under this Contract. Consultant shall ensure all Consultant's Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.

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

4.6.3. If requested by HCMA, all employees of Consultant shall wear and display appropriate HCMA-provided identification at all times while working on HCMA premises.

4.6.4. All employees of Consultant assigned to work under this Contract may, at the HCMA's discretion, be subject to a security check and clearance by HCMA.

4.7. Consultant Employee-Related Expenses. All employees of Consultant shall be employed at the Consultant's sole expense (including employment-related taxes and insurance) and the Consultant warrants that all of Consultant's Employees shall fully comply with and adheres to all of the terms of this Contract. Consultant shall indemnify and hold the HCMA harmless for all Claims (as defined in this Contract) against the HCMA by any Consultant Employee, arising out of any contract for hire or employer-employee relationship between the Consultant and any Consultant Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

- 4.8. Full Knowledge of Service Expectations and Attendant Circumstances. Consultant warrants that before entering into this Contract, it had a full opportunity to review the proposed services, and review all HCMA requirements and/or expectations under this Contract. The Consultant is responsible for being adequately and properly prepared to execute this Contract. Consultant has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.
- 4.9. The Consultant's relationship to the HCMA is that of an Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between HCMA and either the Consultant or any Consultant Employee. All Consultant Employees assigned to provide services under this Contract by the Consultant shall, in all cases, be deemed employees of the Consultant and not employees, agents or sub-contractor of HCMA.

§5. **CONSULTANT PROVIDED INSURANCE AND INDEMNIFICATION**

5.1. Indemnification

- 5.1.1. Consultant shall indemnify, defend and hold HCMA harmless from any and all Claims (as defined in this Contract) which are incurred by or asserted against HCMA by any person or entity, alleged to have been caused or found to arise, from the negligent acts, performances, errors, or omissions of Consultant or Consultant's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.
- 5.1.2. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Consultant's insurance is disputed by the insurance company, the Consultant shall indemnify HCMA for all claims asserted against the HCMA and if the insurance company prevails, the Consultant shall indemnify the HCMA for uncollectable amounts.
- 5.1.3. Consultant shall have no rights against HCMA for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by HCMA except as expressly provided herein.
- 5.1.4. Consultant waives and releases all actions, liabilities and damage including any subrogated rights it may have against HCMA based upon any Claim brought against HCMA suffered by a Consultant Employee.

5.2. Consultant Provided Insurance

- 5.2.1. At all times during this Contract, including renewals or extensions, Consultant shall obtain and maintain professional liability insurance, workman's compensation insurance, comprehensive general liability insurance (including bodily injury liability and property damage liability) and separate auto liability insurance, all in limits and coverages according to the following specifications:
- a. \$1,000,000 Combined Single Limit Commercial General Liability Broad Form Endorsement/or the following as minimum requirements:
- Broad form property damage
 - Premises/Operations
 - Independent Contractors
 - (Blanket) Broad form Contractual
 - Personal Injury - delete contractual exclusion "A"
 - Additional Insureds - the Huron-Clinton Metropolitan Authority, and HCMA Agent, as defined in this Contract.

- b. Workers' Compensation as required by law \$100,000 Employer's Liability;
- c. \$1,000,000 Combined Single Limit Automobile Liability, including hired and leased vehicles, and owned and non-owned autos No Fault coverage as required by law; and
- d. Professional Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 dollars aggregate.

5.2.2. General Certificates of Insurance. All Certificates of Insurance and duplicate policies of any outside vendor or Consultant shall contain the following clauses:

- 1. "The insurance company(s) issuing the policy or policies shall have no recourse against the HCMA for payment of any premiums or for assessments under any form of policy".
- 2. "Any and all deductibles in the above-described insurance policies shall be assumed by and be or the amount of, and at sole risk of, the Consultant."
- 3. The general liability shall be primary and non-contributory. General Liability shall be on a per jobsite basis.
- 4. All Certificates are to provide 30-day notice of material change or cancellation. Certificates of Insurance and insurance binders must be provided no less than ten (10) working days before commencement of work to the HCMA Purchasing Department. Insurance carriers are subject to the approval of the HCMA.
- 5. The HCMA, and their respected appointed officials, officers, employees and agents, shall be named as additional insured's to this coverage in a form no more restrictive than the current ISO form.

6. CONTRACT DOCUMENTS, DEFINITIONS AND GENERAL TERMS AND CONDITIONS

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

- 6.1 "Consultant Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Consultant, and also includes any licensees, concessionaires, subcontractors, independent contractors, Consultant's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Consultant Employee" shall also include any person who was a Consultant Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 6.2 "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against HCMA, or for which the HCMA may become legally and/or contractually obligated to pay or defend against, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

- 6.3 “HCMA” means the HCMA, a Michigan public body corporate, its respective appointed officers, official employees, committees, and “HCMA Agent” as defined below.
- 6.4 “HCMA Agent” means all appointed HCMA officials, officers, directors, board members, commissioners, HCMA employees, volunteers, representatives, and/or any such persons’ successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. “HCMA Agent” shall also include any person who was a “HCMA Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or serving as an Agent.
- 6.5 “Day” means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.
- 6.6 Access to HCMA Facilities. While the Consultant retains the right to perform services at any time, the Consultant must obtain prior permission by HCMA for access to HCMA facilities after HCMA's regular business hours.
- 6.7 Cumulative Remedies. A Party’s exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 6.8 Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
“CONSULTANT'S ASSURANCES AND WARRANTIES”;
“CONSULTANT PROVIDED INSURANCE AND INDEMNIFICATION”;
“DAMAGE CLEAN UP TO HCMA PROPERTY AND/OR PREMISES”;
“AUDIT”;
“SEVERABILITY”;
“GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE”; AND
“SURVIVAL OF TERMS AND CONDITIONS”.
- 6.9 HCMA Right to Suspend Services. Upon written notice, HCMA may suspend performance of this Contract if Consultant has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the HCMA’s right to terminate and/or cancel this Contract. The HCMA shall incur no penalty, expense, or liability to Consultant if HCMA suspends services under this Section.
- 6.10 No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties’ rights in this Contract, and/or any other right, in favor of any other person or entity.
- 6.11 Compliance with Laws. Consultant shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 6.12 Permits and Licenses. Consultant shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by HCMA, Consultant shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.
- 6.13 Discrimination. Consultant shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law.

- 6.13.1 Consultant shall promptly notify the HCMA of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Consultant.
- 6.13.2 The HCMA, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately with notice.
- 6.14 Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the HCMA.
- 6.15 Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event. The Consultant is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this contract in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.
- 6.16 Conflict of Interest and Warranty. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the HCMA, including all agencies and departments thereof, and any HCMA Agent. To avoid any real or perceived conflict of interest, Consultant shall identify any Consultant Employee or relative of Consultant's Employees who are presently employed by the HCMA. Consultant shall give HCMA notice if there are any HCMA Agents or relatives of HCMA Agents who are presently employed by Consultant.

Consultant warrants that before submitting its Proposal and/or entering into this Contract it has performed an inquiry within its firm to determine whether the Services to be provided under this Contract may pose a conflict of interest. For purposes of this Contract, a conflict of interest occurs when the Services to be provided conflict, are adversarial to, may influence Consultant's judgment or appear to influence Consultant's judgment or quality of Services under the contract with the Consultant's representation of other clients. Except as provided herein Consultant shall certify, to the best of its knowledge, to the HCMA that there are no Conflicts of Interest by providing the Services under this Contract.

If at anytime Consultant determines that there is a Conflict of Interest or potential Conflict of Interest then the Consultant shall disclose such Conflict of Interest(s) to the HCMA. The HCMA may request that the Consultant obtain a waiver or acknowledgment of the conflict from its client(s).

In the event that a Conflict of Interest arises in the course of providing Services under this Contract, Consultant may be required to withdraw from its representation of the HCMA and may be liable for incremental costs, if any, associated with HCMA having to engage another consulting firm to perform the Services under this contract.

- 6.17 Damage Clean up to HCMA or HCMA Property and/or Premises. Consultant shall be responsible for any unexpected and/or unnecessary damage to any HCMA property, its premises, that is caused by Consultant or Consultant's Employees. If damage occurs, Consultant shall make necessary repairs and/or replacements to the damaged property to the satisfaction of HCMA. If the damage cannot be completed to the HCMA's satisfaction, Consultant shall reimburse HCMA the actual cost for repairing or replacing the damage property. The Consultant shall be responsible for assuring that all HCMA sites are restored to their original condition.

- 6.18 Consultant Use of Confidential Information. The Consultant and/or Consultant Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Consultant Employee not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its services under this Contract. Notwithstanding the foregoing, Consultant may disclose the Confidential Information if required by law, statute or other legal process; provided that Consultant (i) gives HCMA prompt written notice of an impending disclosure, (ii) provides reasonable assistance to HCMA in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.
- 6.18.1 This Contract imposes no obligation upon Consultant with respect to any Confidential Information which Consultant can establish by legally sufficient evidence: (i) was in the possession of, or was known by Consultant prior to its receipt from HCMA, without an obligation to maintain its confidentiality; or (ii) is obtained by Consultant from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 6.18.2 As used in this Contract, Confidential Information means all information that HCMA is required or permitted by law to keep confidential.
- 6.19 Consultant Use of HCMA Licensed Software. In order for the Consultant to perform its services under this Contract, HCMA may permit Consultant or Consultant Employees to access certain copyrighted Software licensed to HCMA. Consultant or Consultant Employees shall not transfer, remove, use, copy, or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any purpose, without the prior written consent of HCMA and/or the licensor. Furthermore, neither the Consultant nor Consultant Employee shall produce a source listing, decompile, disassemble, or otherwise reverse consultant any copyrighted Software. Neither the Consultant nor Consultant Employee shall use any copyrighted software contrary to the provisions of any applicable Software license agreement or state or federal law.
- 6.20 Grant Compliance. If any part of this Contract is supported or paid for with any state or federal funds granted to HCMA, the Consultant shall comply with all applicable grant requirements.
- 6.21 Project Managers. Each Party shall designate an employee or agent to act as a Project Manager. The Project Managers shall serve as a contact point for all matters related to the services to be performed under this Contract. The Consultant's Project Manager shall coordinate with HCMA's Project Manager; the Consultant shall provide the name and qualifications of its Project Manager and an alternate.
- 6.22 Contract Administrator. Each Party may designate an employee or agent to act as Contract Administrator. The HCMA's Contract Administrator shall be responsible for such activities as monitoring deliverables and funding, addressing the quality of services provided by the Consultant, reviewing invoices and submitting requests to the HCMA's procurement authority for any contract modification in accordance with Section 7.27 of this Agreement.
- 6.23 Dispute Resolution. All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Managers and Contract Administrators for possible resolution. The Project Managers and Contract Administrators may promptly meet and confer in an effort to resolve such dispute. If the Project Managers and Contract Administrators cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.
- 6.24 Access and Records. Consultant will maintain accurate books and records in connection with the services provided under this Contract for 36 months after end of this Contract, and provide the HCMA with reasonable access to such book and records.

- 6.25 Audit. Consultant shall allow HCMA's auditing division, or an independent auditor hired by the HCMA, to perform finance compliance audits with the authority to access all pertinent records and interview any Consultant Employee throughout the term of this Contract, and for a period of three years after final payment.
- 6.25.1 Consultant shall explain any audit finding, questionable costs, or other Contract compliance deficiencies to the HCMA within forty-five (45) days of receiving the final audit report. Consultant's response shall include all necessary documents and information that refute the final audit report. Failure by Consultant to respond in writing within 45 days shall be deemed acceptance of the final audit report.
- 6.26 Delegation /Subcontract/Assignment. Consultant shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of HCMA.
- 6.26.1 The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 6.26.2 Any assignment, delegation, or subcontract by Consultant and approved by HCMA, must include a requirement that the assignee, delegee, or subcontractor will comply with the rights and obligations contained in this Contract.
- 6.26.3 The Consultant shall remain primarily liable for all work performed by any subcontractor. Consultant shall remain liable to HCMA for any obligations under the Contract not completely performed by any Consultant delegee or subcontractor.
- 6.26.4 Should a Subcontractor fail to provide the established level of service and response, the Consultant shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Consultant.
- 6.26.5 This Contract cannot be sold.
- 6.26.6 In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, HCMA may declare this Contract null and void.
- 6.27 Non Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Consultant's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the HCMA may freely engage other persons to perform the same work that the Consultant performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Consultant or any Consultant Employee any number of fixed or certain number or quantity of hours or services to be rendered to HCMA.
- 6.28 No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 6.29 Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Consultant's promise to indemnify or hold the HCMA harmless is found illegal or invalid, Consultant shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against HCMA.

- 6.30 Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.
- 6.31 Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:
- 6.31.1 The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other Exhibits or documents.
- 6.32 Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 44th Judicial Circuit Court of the State of Michigan (Livingston County), the 53rd District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgement obtained in such forum or taking action under this Contract to enforce such judgement in any appropriate jurisdiction.
- 6.33 Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supercedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

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

[SIGNATURE PAGE FOLLOWS]

CONSULTANT:

BY: _____ DATE: _____

_____ appeared in person before me this day and executed this Contract on behalf of Consultant and acknowledged to me under oath that he/she has taken all actions and secured any and all necessary approvals and authorizations and has the requisite authority from Consultant to fully and completely obligate and bind Consultant to the terms and conditions of this Contract and any and all other documents incorporated by reference and also acknowledged to me under oath having been provided with copies and having read and reviewed all Contract documents including all documents incorporated by reference.

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

Notary Public

_____ County, Michigan

Acting in _____ County, Michigan

My Commission Expires: _____

HURON-CLINTON METROPOLITAN AUTHORITY:

BY: _____ DATE: _____
Name: _____
Title: _____

Budget Marsh Restoration

The detailed budget breakdown by object class is shown below.

Huron-Clinton Metropolitan Authority (HCMA) staff effort for grant/project administration and some on-site construction management, as well as hiring a contractor for the invasive species management are included as Local Match.

All other costs associated with the project will utilize consultants and contractors and are included in the Grant Request column.

Detailed Breakdown by Object Class				
Item	Local Match	Grant Request	Total Cost	Notes
a. Personnel/Salaries	\$14,200		\$14,200	Rows a. and b. include \$20,000 for HCMA staff to manage the grant, assist with project management and assist with construction oversight
b. Fringe Benefits	\$5,800		\$5,800	
c. Travel				
d. Equipment				
e. Supplies				
f. Contractual Costs				
Grant Administration & Project Management		\$30,000	\$30,000	
Final Plan Development & Bid Documents		\$23,000	\$23,000	Some changes to the final water control structure plans may occur, dependent upon agency reviews.
Permitting		\$30,000	\$30,000	This includes applying for MDEQ, US ACE, soil erosion, and Macomb County Department of Roads permits, paying the permit application fees, managing the permits application through to completion reports.
Construction - Contractor	\$10,000	\$480,000	\$490,000	This includes construction of the water control structure, dredging the Black Creek channel, and invasive species control of <i>Phragmites</i> in the Black Creek Marsh.
Construction - Contract Management/Administration & On-site Construction Oversight		\$65,000	\$65,000	This line items only includes the contracting administration and on-site management of the contractors involved in the project, including those conducting the monitoring
Monitoring		\$18,500	\$18,500	Water quality, avian usage, and fish pre- and post-construction monitoring; includes QAPP development
Education		\$1,500	\$1,500	CRWC staff will be working with HCMA staff in continuing education on coastal wetlands and the importance of the specific restoration activities to be completed by this GLRI project
g. Construction				
h. Other Costs				
i. Total Direct Charges		\$648,000	\$678,000	
j. Indirect Charges				
k. Total Cost	\$30,000	\$648,000	\$678,000	

7-A-1-b
 Restoration Grant Budget Attachment
 Page 2

The construction contractor budget breakdown (minus the local match portion for invasive species control that HCMA will be providing) for the proposed project is as follows:

	Item	Cost per Unit	Units	Number of Units	Total Cost	Estimate Based On:
1	Reconnect Black Creek with Clinton River	\$80,000	EACH	1	\$80,000	Assume 48-inch diameter concrete culvert with stop log structure; based on more detailed engineering design and cost estimating than that provided in hydrology study
2	Re-create Former Black Creek Channel	\$40	CY	10,000	\$400,000	Previous discussion with dredging contractors and disposal facilities; assume 2,800' long, 30' wide, 3' deep
	TOTAL				\$480,000	

SCOPE OF WORK

Project Background

This project is a continuation of work begun in 2010 to restore and improve hydrological and biological processes of the Black Creek Marsh and Point Rosa Marsh at Lake St. Clair Metropark under GLRI Grant #GL00E00646-0. This grant funded invasive species removal in the Black Creek Marsh, as well as significant hydrological restoration and recreational improvements to Point Rosa Marsh in the southern portion of Lake St. Clair Metropark.

In 2012, the Huron-Clinton Metropolitan Authority (HCMA) applied for and received grant monies from both federal and non-federal funding sources to purchase properties in private ownership that comprise the Black Creek Marsh. After purchase, the vast majority of the Black Creek Marsh will be owned by HCMA, and restoration efforts affecting the entire Black Creek Marsh coastal wetland complex can occur, including whole-scale *Phragmites* control and long-term hydrological restoration. This project will begin the hydrological restoration and habitat improvement of the Black Creek Marsh, similar to what the 2010 GLRI grant allowed in the Point Rosa Marsh.

General Statement of Services

ASTI shall provide professional and other services for HCMA in all phases of the Project to which this Agreement applies, shall serve as HCMA's professional representative for the Project as set forth below, and shall give professional consultation and advice to HCMA during the performance of the services. The services shall be coordinated with HCMA's Project team members, including representatives of Wayne State University, the Clinton River Watershed Council, other HCMA consultants, and the Huron-Clinton Metropolitan Authority.

The professional services shall include but not necessarily be limited to appropriate data collection and mapping, soils and site investigations, hydrologic analysis, securing of permits, development of final design, construction documents and contract documents, securing and administration of contracts for restoration and construction services, grant administration, Project communication and other incidental services.

Project Goals

The goals of the project are as follows:

- To continue to control aquatic invasive species in the Black Creek Marsh,
- To restore the hydrological connection of the Black Creek Marsh to the Clinton River,
- To create additional recreational opportunities at the park by re-creating the former Black Creek channel, and
- To continue with public education and outreach on the benefits of coastal wetlands and the threats of invasive species.

The goals of the project as related to the proposed activities, the Beneficial Use Impairments addressed, and quantifiable metrics are shown in the following table:

Goal	Activity	BUI Addressed	Metric
1. Restore hydrology of Black Creek.	1a. Reconnect Black Creek Marsh with Clinton River.	1. Loss of fish and wildlife habitat.	Increase in fish species diversity and abundance.
	1b. Re-create 2800 lineal-feet of former Black Creek channel.	2. Degradation of fish and wildlife populations.	400 acres of restored marsh.
2. Control invasive species (as part of non-federal match).	2a. Herbicide remaining <i>Phragmites</i> populations based on 2013 <i>Phragmites</i> survey (attached) and other aquatic invasive plant species, as budget permits.	1. Loss of fish and wildlife habitat. 2. Degradation of fish and wildlife populations. 3. Degradation of aesthetics.	Increase in diversity and abundance of fauna, especially species of special conservation status.
3. Increase recreational opportunities and educate the public.	3a. Re-create former Black Creek channel.	N/A	Increase in public usage of Black Creek Marsh
	3b. Educate the public.		

Tasks

These goals will be accomplished by implementing the following tasks:

- Re-connect the Black Creek Marsh to the Clinton River via construction of a 48-inch diameter concrete culvert with variable stop logs (i.e., water control structure) under South River Road where a defunct culvert exists. The water control structure will allow water to flow from the Clinton River through the Black Creek Marsh. A hydrology study has already been conducted to support the permitting of this re-connection and design plans for the water control structure have been created. Operation and Maintenance Plan will be developed post-construction that will provide design detail, the intent of the water regulation, guidelines for adjusting the stop logs and routine maintenance required.
- Re-create the former Black Creek channel by dredging approximately 2800 feet of former Black Creek channel from the marsh along its original flow path. The direct re-connection of the marsh to the Clinton River alone is unlikely to re-form the historic Black Creek channel. The buildup of sediment and organics from several decades of *Phragmites* invasion is significant. In order to create a channel that can withstand the fluctuations in Great Lakes water levels and provide fish spawning and rearing habitat even during periods of low Great Lakes water levels, dredging will be necessary. The channel will be approximately 30 feet-wide and an average of three feet deep.

- Significant dredge spoil testing according to Michigan Department of Environmental Quality protocol has already been completed and shows that the future dredge spoils are non-hazardous. It is anticipated that the dredge spoils will be taken to a Type II landfill or a U.S. Army Corps of Engineers Confined Disposal Facility. The intent of the restoration is that the dredging to re-create the historic channel will be a one-time event and not require periodic maintenance dredging. The addition of the continuous flow of water from the connection to the Clinton River will assist in limiting sedimentation of the channel.

The project will proceed in the following sequence:

- Write a Quality Assurance Project Plan (QAPP) and obtain NOAA approval;
- Pre-restoration monitoring;
- Obtain required permits;
- Initiate invasive species control;
- Prepare bid plans and specifications/contract documents;
- Select contractor;
- Construct improvements/construction oversight;
- Perform post-construction monitoring; and
- Conduct educational outreach programs.

Objectives / Deliverables / Outcomes

Studies and Reports

1. Perform all grant related tasks and provide information as required to NOAA and HCMA in order to fulfill successful grant award, with the exception of invasive species removal or treatment, which is considered as part of the local match portion of the grant.
2. Prepare a Quality Assurance Project Plan (QAPP) and obtain NOAA approval.
3. Coordinate with HCMA as to the providing or obtaining from others data or services required in this Agreement, and act as HCMA's representative in connection with any such services.
4. Provide an analysis of HCMA's needs, planning surveys, site evaluations and studies of prospective alternatives and solutions.
5. Coordinate with appropriate agencies having jurisdiction, including the US Army Corps of Engineers, the Michigan Department of Environmental Quality and the Macomb County Public Works Commissioner.
6. Provide a general budgetary review of HCMA's requirements applicable to various alternatives.
7. Perform appropriate and necessary investigations, including collection of data from available historic and archival sources, topographical mapping, soil and geotechnical investigations, site investigations, investigation of existing habitat and native fauna communities, hydrologic and hydraulic analyses.

8. Prepare a report containing schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the HCMA and stating ASTI'S findings and recommendations with opinions of probable costs for the Project, including costs of investigations, surveys, design services, construction, restoration services and other improvements, contingencies, professional services and related costs (all of which are hereinafter called "Project Costs").

Preliminary Design

1. In consultation with the HCMA and on the basis of the accepted Report, determine the extent and scope of the Project.
2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications and statements of work.
3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.
4. Furnish up to 10 copies of the above preliminary design documents and present and review them in person with the HCMA and the advising committee.

Final Design

1. Based on the accepted preliminary design documents, the revised opinion of probable Project Costs and HCMA comments, prepare for incorporation into the Project documents, final drawings, specifications and statements of work to show the character and extent of the Project.
2. Apply for and obtain approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
3. Advise HCMA of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Project Costs and furnish revised opinion of probable Project Cost based on the Project documents.
4. Prepare for review and approval by HCMA, its legal counsel and other Advising committee members, contract agreement forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, drawings, specifications, statements of work and related documents (all referred to as "Contract Documents").
5. In consultation with HCMA, develop and implement public education, information, and notification efforts needed to successfully complete the Project; provide Project renderings and graphics for public presentations.
6. Incorporate into all Contract Documents and assure compliance with HCMA's contracting and procurement policies and standard documents.
7. Furnish five copies of Project documents and present and review them in person with the HCMA and advising committee.

Bidding

1. Place advertisement for bids at ASTI'S expense in appropriate publications and/or other media as HCMA requests.
2. Print up to five copies of the construction bidding documents for the HCMA's review and use during the Project and copies for distribution to review agencies. Additional copies for prospective bidders will be made available to the bidders and paid for by the bidders.
3. Obtain bids for each separate contract for construction, restoration services, materials, equipment, and services. Prepare addenda as required during bidding phase to clarify Contract Documents.
4. Consult with and advise HCMA as to the acceptability of Contractor(s), subcontractors, suppliers, and other persons and organizations proposed to be engaged by ASTI.
5. Consult with and advise HCMA as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
6. Assist HCMA in evaluating bids or proposals and in awarding contracts.

Construction

1. Upon approval by HCMA of any contractors, subcontractors, consultants, vendors, suppliers or services to be engaged by ASTI ("ASTI'S subcontractors"), ASTI shall:
2. Retain ASTI'S subcontractors at ASTI'S sole expense. It is understood that ASTI'S subcontractors shall be subcontractors of ASTI. ASTI shall be fully responsible for their performance of all work under their respective subcontracts.
3. Manage and provide quality assurance of all ASTI'S subcontractor services in accordance with their respective subcontracts. Provide appropriate on-site oversight and inspection of subcontractors as necessary to assure performance of subcontracts. ASTI shall be responsible to assure ASTI'S subcontractor's means, methods, techniques, sequences, procedures, safety precautions and programs incidental to the Work as necessary to secure completion of the Work in accordance with applicable subcontracts. ASTI shall keep HCMA informed of the progress of the Work. ASTI shall disapprove or reject work failing to conform to the applicable subcontracts and shall take such action as is necessary for ASTI to remedy rejected work.
4. Based on ASTI'S on-site observations and review of applications for payment to ASTI'S subcontractors, and with HCMA's concurrence, determine the amounts owed ASTI'S subcontractors and recommend in writing payments to ASTI to be paid to ASTI'S subcontractors in such amounts; such recommendations of payment will constitute a representation to HCMA, based on such observations and review, that the Work has progressed to the point indicated, that the quality of such work is in accordance with the respective subcontracts.
5. ASTI shall make a final inspection with HCMA and ASTI'S subcontractors to determine if the Work has been completed in accordance with the respective subcontracts, so that upon review of application for final payment of subcontracts, ASTI may recommend, in writing, final payment to ASTI to be paid to ASTI'S subcontractors and shall give written notice to HCMA that ASTI'S subcontractor's work is acceptable.

Post Construction Phase

1. Upon award of Construction Contracts, ASTI shall:
2. Provide assistance in connection with the initial testing, start-up, adjusting and balancing of Project equipment and/or systems.
3. Furnish a Resident Project Representative for the entire construction period. The Resident Project Representative will act as directed by ASTI to assist ASTI in observing performance of the work of Contractors and ASTI'S subcontractors
4. Prepare for HCMA, reproducible record Drawings showing those changes made during the construction process, based on the marked-up prints, drawings, tracings and other data furnished by Contractor(s) to ASTI.
5. Perform Project closeout activities to ensure that Project records, including ASTI's notes, Project reports, Project Manual, and Drawings, are archived and maintained for future reference when HCMA requests Project information.
6. Together with HCMA, visit the Project to observe any apparent defects in the Work, assist HCMA in consultations and discussions with Contractors concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if present.
7. In company with HCMA, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction
8. Prepare an Operation and Maintenance Manual for all systems. This manual shall be a guide for operators of the system and should also provide manuals for all equipment installed or in use at the facility.

Monitoring

The success of the restoration will be based on the following metrics.

1. The success of the Black Creek restoration will be determined by the presence of a successfully installed water control structure and the 2800 feet of newly created meandering stream channel, approximately 30 feet wide and 3 feet deep. The channel will be re-created along its historical channel pathway through the Black Creek Marsh.

The restoration of nearly 400 acres of coastal wetland. Pre- and post-restoration monitoring of water quality, fish populations and bird populations. Staff from the Clinton River Watershed Council and a professional avian ecologist, who are already conducting monitoring for Lake St. Clair Metropark's Point Rosa Marsh restoration, will monitor the success of restoration efforts in the Black Creek Marsh.

2. Increased spawning and rearing habitat for yellow perch (*Perca flavescens*), northern pike (*Esox lucius*) and other phytophilic spawning fishes (both game and forage species) within the restored Black Creek channel. Water quality parameters, such as temperature, dissolved oxygen, total dissolved and suspended solids, conductivity and pH will be recorded at several location within the Black Creek channel on at least three different dry weather days at monthly intervals before and after the channel is restored.

3. Measurements of temperature, dissolved oxygen and suspended solids are intended to confirm sufficient water quality to support fish spawning and rearing. For monitoring fish populations, the proposed monitoring protocol consists of conducting population surveys using approved seining or shocking techniques along three, evenly spaced pre-selected transects within the historic Black Creek channel before and after restoration. The primary objective of the study is to determine species diversity, distribution and relative abundance of fish species utilizing the newly restored channel. Although sampling will be conducted both prior to and after restoration determine if any biologically significant changes occur for fish species within the restored areas, it is assumed that there will be few fish species utilizing the former Black Creek channel prior to restoration, since the buildup of sediment precludes the existence of open water during normal water level regimes. If pre-restoration surveys cannot be accomplished due to a lack of open water, surveys will be conducted in the existing open water portion of the Black Creek south of the proposed channel restoration, in order to see if fish are coming into that portion of the marsh prior to restoration and restored flow from the Clinton River. The fish surveys will be timed concomitantly with the water quality assessments, so that any lack of oxygen can be determined as a cause for a lack of fish surveyed. Oxygen concentrations are likely quite low during much of the growing season at present, due to the lack of continuous flow of water through the marsh.
4. Increased avian sightings in the Black Creek Marsh. The standard protocols for the avian surveys continue for the 2015 and 2016 field seasons funded by this grant. This will allow the data to be completely comparable to previous years' data and more meaningful in the evaluation of longer-term trends in avian usage of the marsh. Avian surveys will be conducted using both transects and point counts. Bird banding is also conducted at least once per year. Information from these surveys will be incorporated in the Michigan Breeding Bird Atlas.
5. Increased public usage of the Lake St. Clair Metropark, particularly paddlers and fishermen using the restored Black Creek channel.

Outreach and Education

1. The CRWC and HCMA will develop and deliver public education and involvement programs focusing on native habitats and invasive species education, including educational programs, public workshops, and public informational displays. These efforts will include public programs at the Lake St. Clair Metropark Nature Center and other areas throughout the Clinton River watershed focusing on activities those riparian property owners and other residents of southeast Michigan the Clinton River and Lake St. Clair watersheds can do to conserve water, protect water quality, and prevent the spread of invasive species.

Additional Services

1. If authorized in writing by HCMA, ASTI shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services:

2. Processing of applications and supporting documents for governmental grants, loans or advances in connection with the Project.
3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, HCMA's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ASTI'S control.
4. Furnishing or obtaining the services of special consultants or other Contractors for other than those services identified in Section II.
5. Services after completion of the Post-Construction Phase.
6. Preparing to serve or serving as a consultant or witness for HCMA in any litigation, arbitration, or other dispute resolution process related to the Project.

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HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Rebecca Franchock, Controller
 Subject: Underground Storage Tank Coverage 2015 - 2016
 Date: April 2, 2015

Action Requested: Motion to Approve

That the Board of Commissioners' authorize staff to bind coverage with Action Advantage Group for one year Underground Storage Tank coverage for the period April 23, 2015 through April 23, 2016 at a total premium amount of \$15,320.58.

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

Background: The Metroparks current Underground Storage Tank coverage is up for renewal on April 23, 2015. The retroactive date for this coverage is April 23, 2013. The current policy is written with Hudson, which has been purchased by Crum and Forster.

The two proposals are summarized below:

				<u>Action Advantage Group</u>		<u>IBEX</u>	
				<u>Liberty Mutual Coverage</u>		<u>Crum & Foster</u>	
<u>Underground Storage Tank Coverage</u>							
Each Claim				\$2,000,000		\$1,000,000	
Aggregate				\$2,000,000		\$2,000,000	
Aggregate Claims Expense Limit				\$250,000		none	
				<u>Gallons</u>		<u>Year</u>	
				<u>Deductible</u>		<u>Deductible</u>	
Kensington	13740 High Ridge Drive	2,500	1991	\$ 50,000	\$	100,000	
		1,000	1991	\$ 50,000	\$	100,000	
Indian Springs	5100 Indian Trail	1,000	1990	\$ 50,000	\$	25,000	
	5200 Indian Trail	3,000	1992	\$ 50,000	\$	25,000	
		1,000	1992	\$ 50,000	\$	25,000	
Willow Golf	22802 Huron River	1,000	1985	\$ 100,000	\$	100,000	
		1,000	1985	\$ 100,000	\$	100,000	
Huron Meadows	7330 Rickett Road	1,000	1984	\$ 100,000	\$	100,000	
		1,000	1984	\$ 100,000	\$	100,000	
Hudson Mills	5000 Dexter Pinckney Road	2,500	1990	\$ 50,000	\$	25,000	
		1,000	1990	\$ 50,000	\$	25,000	
Total Premium with Terrorism				\$15,320.58		\$ 20,867.42	
Total Premium without Terrorism				not quoted		\$ 19,873.73	

These are claims made policies. Under a claims made policy, for coverage to be afforded, the policy must be in effect both when the incident occurred, as well as when the claim is made. Action Advantage Group proposal includes a retroactive date of April 23, 2013 matching the current policy and avoiding the purchase of a tail.

Additionally, the following companies were contacted but declined to bid:

- Nautilus;
- Scottsdale;
- Markel Corporation; and
- Mt. Hawley

Note: In addition to the coverage described above, the Metroparks have underground storage tanks at two remaining locations, which are self-insured through the state of Michigan. Removal of one of these locations, the Stony Creek Service facility, is estimated to be completed in June 2015. The remaining location at Lower Huron Metropark is currently scheduled for removal in 2017. To date, neither agent was able to obtain a proposal to cover these tanks, which were installed in 1989.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Dave Struck, Manager of Planning
 Subject: Report – Metroparks Land Inventory
 Date: April 2, 2015

Action Requested: Motion to Receive and File

That the Board of Commissioners' receive and file the Metroparks Land Inventory report as recommended by Manager of Planning Dave Struck and staff.

Background: The Metroparks began acquiring property in 1945 to create "the largest single parkway surrounding any metropolitan area in the world." In the 1960's, the Board voted to abandon parkway development plans, citing freeway expansion and development costs as significant barriers. Instead, the Board focused on developing separate tracts of recreational space, which would become the Metroparks of today.

Some remnants of the parkway system properties remain throughout southeast Michigan. Many of these remaining parkway properties:

- Are leased to local units of government and provide local recreation for residents (see list below);
- Provide critical areas for linked greenways that create connections for walking and bicycle trails;
- Provide green infrastructure for wildlife corridors and create connected ecosystems that reduce genetic isolation and improve biodiversity within plant and animal communities;
- Provide green space within local communities for scenic vistas and visual/psychological relief;
- Provide protection of water resources through the preservation of floodplains, wetlands and adjoining riparian and upland properties; and
- Provide protection of significant, threatened or endangered species that remain on the properties.

Considering Properties for Divestiture

In 2014, the Board approved a divestiture policy that detailed the procedure for divesting excess property that has development potential. The policy was developed to maximize revenue generation while also ensuring cooperation with neighbors and local municipalities in determining acceptable land uses and maintaining influence over developments adjacent to parklands.

The process for evaluating existing park property for divestiture should generally include looking at:

- The property's current and future Metropark recreation value;
- The property's community recreation potential;
- The current and/or future potential for aesthetic or scenic vistas;
- Access to the property;
- Current or potential land use conflicts with adjacent properties;
- The property's potential to serve as a greenway linkage to other communities or recreational amenities;
- The property's ecological significance (vegetation community or significant/threatened/endangered species); and
- The property's potential for enhancing regional green infrastructure corridors.

According to the policy, the principal and interest received from the sale of land by HCMA shall be appropriated for the future land acquisition needs of the Authority.

Divestiture of Grant-Assisted Properties

When it comes to divesting property that is within the borders of a Metropark, it is imperative to explore the history of the subject property and the larger park in terms of past grant assistance from the state and federal government. Grant programs such as the Michigan Natural Resources Trust Fund (MNRTF) and the Land and Water Conservation Fund (LWCF) have very specific requirements pertaining to grant-assisted properties remaining as a recreational use in perpetuity. According to the MNRTF policy:

- *Property acquired or developed with Michigan Natural Resources Trust Fund (MNRTF) assistance, including both State and local projects, shall be retained and preserved in its natural state including development needed to provide for outdoor public recreation use as set forth in the MNRTF application.*
- *Property acquired or developed with MNRTF assistance shall not be wholly or partially converted to other than public outdoor recreation use without the approval of the Department of Natural Resources (DNR) and MNRTF Board and the implementation of mitigation measures approved by the DNR and the Board.*

Additionally, the MNRTF Board uses a points-based scoring system for all trust fund grant applications (both acquisition and development). If an applicant has any known, unresolved conversion at any of its properties, it is an automatic 50-point deduction from the overall score of a grant application.

A conversion includes the addition of a non-recreation use to any grant-assisted project area (i.e. cellular tower, municipal office, etc.), leasing or otherwise granting control of all or a portion of a grant-assisted project area to another entity, the sale or transfer of lands or rights in land within a grant-assisted project area, or permanently closing all or a portion of a grant-assisted project area.

In order to sell property that includes an entire or portion of a grant-assisted project area, the MNRTF Board requires mitigation through the addition of new recreation property that was not in public ownership at the time of the conversion.

The preferred method of mitigating conversions of properties developed with MNRTF assistance is the addition of new recreation property. To be approved, the replacement property must be:

- Of reasonably equivalent or superior location and offer reasonably equivalent or superior recreation and/or natural resources value;
- Within the grant recipient's service area;
- Consistent with MNRTF goals and meet all current application requirements for new MNRTF acquisition applications;
- Provide for or be part of a viable recreation area; and
- Meet all current environmental standards and be demonstrated as safe for recreational use.

Additionally, the replacement property must be of equal or greater to the fair market value (FMV) of the property to be converted, based on the MDNR-approved appraisal(s) of the converted and substituted parcels completed at the time of conversion.

Considering Properties for Acquisition

Over the years, staff has continuously monitored properties both within and outside of park boundaries to identify potential property acquisitions that would provide future recreational and/or ecological value in the best interests of the Authority. In considering land that would be beneficial to the Metroparks, the Land Acquisition Policy approved by the Board in March 2014 recommends the following criteria be used:

- Determining the value of the land, water, or other natural resources and its potential for protection, open space preservation, wildlife corridors, or scenic/aesthetic value;
- Suitability for recreation activities;
- Environmental Improvement (land that, if purchased and managed, will improve the environmental health of the region);
- Regional green infrastructure and open space plans: Identifying large tracts of land which are contiguous to existing Metroparks or would contribute to the region's green infrastructure plan;
- Evaluating potential properties which may enhance existing parks by improving entrances or function as an additional buffer from other land uses;
- Conservation potential. Determining if purchasing the property will prevent potentially detrimental development and promote biodiversity;
- Economic impact: Ensuring that highly developed and high value properties are not removed from the tax rolls; and
- Identifying properties which if purchased could become a restoration or mitigation site to improve the watershed, forested lands, grasslands.

Current Recreation/Municipal Leases on HCMA Property

- Village of Milford: The Village of Milford has a 99-year lease on 196 acres that expires on Aug. 7, 2065. (See descriptions under Kensington Metropark below).
- City of Utica: The City of Utica has a 25-year lease on 7.9 acres that expires on May 13, 2037. This property is west of Van Dyke, just south of M-59 and is currently being used as the City of Utica's Heritage Park, directly across the street from Clinton River Park North in Sterling Heights.
- City of Sterling Heights: Sterling Heights has a 50-year lease on 88.3 acres that expires on June 1, 2035. This property entails what is currently the city's Clinton River Park North and Clinton River Park and includes a trail that connects to Dodge Park further south.
- City of Flat Rock: The City of Flat Rock has a lease for 31 acres located near Oakwoods Metropark on undeveloped HCMA land until April 2016. The property is west side of the "Mill Race" adjacent to the city's Huroc Park.
- Clinton Township: Clinton Township has a 99-year lease on 45 acres (Moravian Manor) that expires on June 13, 2072. This property includes portions of the township's Canal Park and the undeveloped Old Mill Park along the Clinton River.
- Downriver Mutual Aid (911 Tower): Downriver Mutual Aid has a 30-year lease on a .07-acre tract of undeveloped land to the southeast of Oakwoods Metropark that will expire on July 15, 2030.

Inventory of Potential Properties for Acquisition/Divestiture Consideration

Staff has conducted a scan of the 13 Metroparks and other HCMA-owned properties that are within and outside of park boundaries to identify properties that could potentially be acquired or divested. In a separate enclosure, you will find a packet of property maps for each park highlighting these potential properties for acquisition or divestiture, along with some general notes for various parcels.

Attachments:

- Board Approved Land Acquisition Policy**
- Board Approved Property Divestiture Policy and Procedure**
- Board Approved Proceeds from Land Divestiture Policy**
- Huron-Clinton Metroparks / MDNR Grant History**
- Property Maps – Potential Acquisition and Divestiture (separate)**

HURON-CLINTON METROPOLITAN AUTHORITY BOARD OF COMMISSION POLICY	EFFECTIVE DATE: 3/13/2014	BC L 1
	SUPERCEDES POLICY DATED: 10/6/2004, 7/13/67	
LAND ACQUISITION	PREPARED BY: Joseph W. Colaianne, Corporation Counsel	

This Authority should acquire land and water for future recreational development in accordance with a well planned and approved program and be held inviolate to the demands for other uses.

Often in the implementation of its land acquisition program the Authority, for its best interest, buys land in excess of its planned intent. Careful consideration should be given before disposing of such excess lands to assure the best interests of the Authority and comply with Board Policy BC P2, "Property Divestiture Policy and Procedure".

In matters of land, a team consisting of the HCMA Director, Deputy Director, Executive Secretary, Chief Planner, Chief of Natural Resources, the commissioner from the county where the parcel of land is under consideration for purchase and any appointed commissioner shall meet and review facts and weigh advisability to proceed. A mutually acceptable time and place shall be considered prior to calling a meeting of the team to ensure attendance of all members of the Team.

Offers of donation of land or purchase of land, of any size, should be very carefully considered before recommendations are made for acceptance or rejection. Removal of highly developed and high value properties from the local community tax rolls should be given careful consideration.

As a matter of course, the Authority must obtain appraisals prior to the purchase of real property.

When considering land for purchase or acceptance, in the case of donations, the following criteria should be used for evaluation and shall comply with Policy BC C2 "Contaminated Land Policy."

1. Natural Resource – Inventory existing natural resources of a property. Determine the value of the land, water, or other natural resource(s) and its potential for:
 - Natural resource protection – Determine the value of a natural feature/resource.
 - Open space, natural resource or cultural preservation - Identify high quality natural areas where the preservation of land, water resources, and cultural heritage will benefit the region.
 - Wildlife corridors – Consider land for connectivity for people and contiguous corridors for wildlife.
 - Scenic/aesthetic value – Quantify the scenic value of a parcel that may enhance recreation or natural resources.
2. Suitability for Recreation Activities – Determine if a property can provide space and resources for specific recreation opportunities; and if a purchase will meet present and future recreation needs.
3. Environmental Improvement – Identify lands which if purchased and managed will improve the environmental health of the region.
4. Regional Green Infrastructure and Open Space Plans – Identify large tracts of land which are contiguous to existing Metroparks or would contribute to the regions master green infrastructure plan.

5. Contiguous/Adjacent Properties – Evaluate potential properties which may enhance existing parks by improving entrances or function as additional buffer from residential, commercial, and industrial development.
6. Conservation – Determine if the purchase of property will prevent potentially detrimental development and promote biodiversity.
7. Economic Impact – Evaluate potential positive and /or negative economic benefits of a potential land purchase.—In planning of parks and recreational areas very careful consideration should be given before recommending removal-of highly developed and high value" properties from the tax rolls.
8. Natural Resource and Mitigation Ecosystem Restoration – Identify properties which if purchased could become a restoration or mitigation site to improve the watershed, forested lands, grasslands and wetlands of a region.

Adopted by Board of Commissioners on: March 13, 2014

HURON-CLINTON METROPOLITAN AUTHORITY BOARD OF COMMISSIONER POLICY	EFFECTIVE DATE: 3/13/2014	BC P2
	SUPERCEDES POLICY DATED: 04/08/2010 07/11/2002 Proceeds from Land Divestiture 07/18/2004 Property Divestiture Procedure	
PROPERTY DIVESTITURE POLICY and PROCEDURE	PREPARED BY: Joseph W. Colaianne, Corporation Counsel	

1. PURPOSE

The Huron-Clinton Metropolitan Authority (Authority) is owner of substantial real property which is used for the development of public parks for recreation as well as the protection of valuable natural resources. As public service needs change, certain parcels may be deemed in excess of the Authority's current and future needs.

The purpose of this policy is to:

1. Provide direction for the divestiture of real estate including, requests for proposals (RFP), negotiated sale or exchange of property, and
2. Establish conditions under which the Authority owned real estate property may be leased.

2. POLICY

It is the Authority's policy to manage real estate assets so that park and recreational services are properly implemented and managed. It is not the Authority's intention to speculate in real estate.

Real property, which was either donated or purchased with HCMA General Fund monies, shall not be divested except in accordance with this policy.

When evaluating properties for divestiture, the Authority shall review and take into consideration how properties were purchased and any restrictions on those properties. This includes but is not limited to property that was donated, willed or deeded to the Authority; property that was purchased with grants or loans with accompanying restrictions; and property that otherwise has conditions.

If a property is not needed for park and recreational use within a five-year development and/or Metropark master plan, and is not environmentally or culturally significant it may be made available for sale or long-term lease. Long-term lease is defined as lease extending greater than one (1) year.

If a property is not currently needed but will be needed for park and recreational use within five-year and/or Metropark master plan, and is not environmentally or culturally significant it may be leased in the interim in accordance with this policy.

The Authority shall optimize the sale price of excess lands that have "development potential." However, additional consideration shall be given to those proposals conforming with or beneficial to the Authority's mission to provide for public recreation and natural resource protection. The Authority will cooperate with local municipalities and neighbors in determining acceptable land uses and maintaining influence over developments adjacent to Authority lands.

The Authority may sell, divest or lease real property to governmental agencies conforming to or beneficial to the Authority's mission to provide for public recreation and natural resource protection. If the transaction involves a sale or lease, the Authority may negotiate a transaction that may be less than the Property's appraised value. All sales of real property shall include deed restrictions on use and reversion rights to repurchase the property, unless otherwise approved by the Board of Commissioners.

The principal and interest received from the sale of land by HCMA shall be appropriated for the future land acquisition needs of the Authority.

3. PROCEDURE

When considering the sale of properties, the Authority shall contact the residing local unit of government to ascertain interest in purchasing the property, their concern regarding its sale and the potential zoning of the property.

Notice of properties proposed for sale by the Authority shall be provided to property owners within 500 feet of the property.

The Authority has the following divestiture options: requests for proposals, negotiated sale, and leasing.

A. REQUEST FOR PROPOSALS

The Request for Proposals (RFP) procedure applies to divestiture of “high development potential” properties, with the following protocols:

1. The HCMA staff shall initiate identification of an “excess parcel(s)” for Board consideration.
2. An appraisal (MAI) shall be obtained considering the designated future land use as the criteria for valuation.
3. A team consisting of HCMA Director, Deputy Director, Executive Secretary, Chief Planner, Chief of Natural Resources, and the HCMA Commissioner from the county where the “excess parcel(s)” is located and the gubernatorial appointed commissioner shall meet and review facts and weigh advisability to proceed. A mutually acceptable time and place shall be considered prior to calling a meeting of the team to ensure attendance of all members of the team. The Team shall assign either a staff person or Qualified Real Estate Consultant (Licensed Real Estate Broker in the state of Michigan) to act as the Authority’s Representative in matters of land purchases or sales.
4. Prepare a RFP for the sale of the property. The RFP will be posted in the classified section of the local newspaper and other appropriate media. The Authority’s Representative will forward the RFP to parties interested in purchasing the property.
5. The Authority’s Representative will interview all interested buyers who have replied to the RFP and will identify and interview additional potential interested parties.
6. The Authority’s Representative will produce preliminary presentation reports for review by the Team, including the qualifications, experience and examples of similar developments as well as the details of the proposals from the interested buyers.
7. The Authority’s Representative shall schedule presentation meetings between the Team and the selected potential purchasers, and municipalities if necessary. The presentation should include a minimum of two or more buyers and uses from which the Team can select. Following the presentation, the Team shall provide a recommendation to the Board of Commissioners, which shall make the final decision as to the purchaser of the property.
8. The team shall prepare a presentation to the HCMA Board of Commissioners and request their approval to proceed to develop a sales contract with the selected purchaser.
9. Following Board approval of the sales contract, the closing of the sale will be scheduled and the team shall participate, if necessary, to complete any issues that remain after the Board’s direction to sell.

GENERAL ISSUES

The Authority’s Representative shall be supervised by the HCMA Director and HCMA Executive Secretary, and shall be responsible for assembling reports, scheduling meetings and reporting progress in a timely manner.

The Authority's Representative shall act as the "Selling Real Estate Broker" of record when required.

The Authority's Representative shall be compensated as follows: three percent (3%) of the sales price due and payable upon closing. This compensation will not be paid if the Authority's Representative is an Authority staff person.

In the case that the Authority withdraws from executed signed agreements, the Authority's Representative shall be paid two tenths of one percent (0.2%) of the appraised value or sales price of the parcel whichever is lower. The minimum fee of the Authority's Representative shall be \$5,000. This compensation will not be paid if the Authority's Representative is an Authority staff person.

B. NEGOTIATED SALE

Negotiated transactions may be approved under the following conditions:

1. When a sale to a contiguous owner would correct a site deficiency.
2. When another governmental, public or quasi-public agency submits an acquisition proposal which benefits the Authority or its patrons. Such agencies shall include, but not limited to, federal, state, county, local agencies, school districts, special districts and regulated utility companies.
3. When qualified non-profit institutional organizations offer to purchase Authority owned land at appraised fair-market value and the proposed development would conform with or be beneficial to the Authority mission. Such agencies shall include, but not limited to, community service organizations. Such sales shall include deed restrictions on use and reversion rights to repurchase the property.
4. When a property has been offered by RFP and no acceptable offer was received.
5. Real property exchange may be negotiated when such exchange is to the benefit of the Authority.

C. LEASING

As determined by staff and approved by the Board land can be leased under the following conditions:

1. Short-term leases may be negotiated for properties not currently needed but will or may be needed in the future. Short-term leases are leases of 1-year or less and include, but are not limited to, farm leases or lease back arrangements with sellers of real property to the Authority. In such cases, rent shall cover, at a minimum, all taxes, fees and administrative costs.
2. Long-term leases may be negotiated for properties in areas of uncertain future development or for properties where the Authority desires to retain control over development and use of the property. A long-term lease, is a lease of real property that is longer than one (1) year.
3. Long-term leases may be also negotiated for utilities beneficial to park users or the community. These may include, but are not limited to cell tower, and gas and oil companies. In such cases, rent shall be based on a fair rate of return commensurate with the designated parcel use.

HURON-CLINTON METROPOLITAN AUTHORITY BOARD OF COMMISSION POLICY	EFFECTIVE DATE: 7/11/2013	BC P 3
	SUPERCEDES POLICY DATED: 7/11/2002	
PROCEEDS FROM LAND DIVESTITURE	PREPARED BY: George Phifer, Executive Secretary	

The principal and interest received from the sale of land by the Huron-Clinton Metropolitan Authority shall be committed for the future land acquisition needs of the Authority.

Adopted by Board of Commissioners on: July 11, 2013

Huron-Clinton Metroparks MDNR Grant History						
Location	County	Year	Grant Amount	Fund / Initiative	Type	Project Description
Stony Creek	Macomb	1965	\$ 186,046	LWCF	Dev.	West Branch and Winter Cove Development
Lower Huron	Wayne	1966	\$ 18,718	LWCF	Dev.	Woods Creek Comfort Station
Stony Creek	Macomb	1967	\$ 234,600	LWCF	Acq.	Parcels North of Inwood (419.5 Acres)
Stony Creek	Macomb	1967	\$ 142,230	LWCF	Dev.	Ridgewood & Boat Launch Areas
Kensington	Oakland	1968	\$ 38,674	LWCF	Acq.	Parcel 58A (Tireman) (59 Acres)
Kensington	Oakland	1968	\$ 38,671	LWCF	Acq.	Parcel 64A (Bennett) (73.5 Acres)
Metro Beach	Macomb	1968	\$ 45,000	MDNR-WW	Dev.	Supplemental Agreement for Floating Marina
Metro Beach	Macomb	1970	\$ 1,889	MDNR-WW	Dev.	Vessel Pumpout Station
Huron Meadows	Livingston	1971	\$ 25,750	LWCF	Acq.	South Metropolitan Parkway- (2.08 Acres)
Metro Beach	Macomb	1972	\$ 172,000	MDNR-WW	Dev.	North Shore Marina
Stony Creek	Macomb	1972	\$ 50,142	MDNR-WW	Dev.	Dry Boat Storage Facility - (\$72,500 max.)
Oakwoods	Wayne	1973	\$ 335,000	RBF	Dev.	Nature Center Building
Willow	Wayne	1973	\$ 1,870,000	RBF	Dev.	Activity Area
Kensington	Livingston	1975	\$ 6,242	LWCF	Acq.	Parcel 51-C (Portage Lake Section) (0.47 Acres)
Kensington	Oakland	1975	\$ 39,902	LWCF	Dev.	Hike / Bike Trail
Stony Creek	Macomb	1975	\$ 49,460	LWCF	Dev.	Hike / Bike Trail
Metro Beach	Macomb	1975	\$ 33,000	MDNR-WW	Dev.	Supplemental Agreement for Shore Marina
Stony Creek	Macomb	1977	\$ 50,000	LWCF	Dev.	Hike / Bike Trail
Metro Beach	Macomb	1980	\$ 11,260	CZM	Equip.	Two, 34-foot Voyageur Canoes
Kensington	Oakland	1980	\$ 50,000	LWCF	Dev.	Hike / Bike Trail
Hudson Mills	Washtenaw	1981	\$ 61,686	LWCF	Dev.	Hike / Bike Trail
Lake Erie	Wayne	1985	\$ 175,000	LWCF	Dev.	Tot Lot and Comfort Station
Lake Erie	Wayne	1986	\$ 44,851	CZM	Dev.	Pedestrian Bridge
Lake Erie	Wayne	1986	\$ 200,000	FAF	Dev.	Boat Launch Facility
Lake Erie	Wayne	1987	\$ 100,000	RTD	Design	Swim Basin Design
Metro Beach	Macomb	1988	\$ 225,000	MNRTF	Dev.	Nature Center Building
Willow	Wayne	1989	\$ 225,000	RBF	Dev.	Washago Concession Building
Kensington	Oakland	1990	\$ 255,000	LWCF	Dev.	Hike / Bike Trail
Willow	Wayne	1990	\$ 225,000	RBF	Dev.	Hike / Bike Trail
Lake Erie	Wayne	1991	\$ 750,000	RBF	Dev.	Wildfowler's Museum
Indian Springs	Oakland	1992	\$ 65,000	LWCF	Dev.	Myers Lake Trail
Kensington	Oakland	1993	\$ 300,000	RBF	Dev.	Nature Center Addition
Lake Erie	Wayne	1994	\$ 25,000	CZM	Dev.	Interpretive Displays Phase I
Lake Erie	Wayne	1994	\$ 115,000	RBF	Dev.	Shoreline Trail
Willow	Wayne	1994	\$ 170,000	RBF	Dev.	Pool Liners - Willow and Lower Huron
Lake Erie	Wayne	1995	\$ 3,583	CVA	Dev.	Vessel Pumpout Station
Metro Beach	Macomb	1995	\$ 3,847	CVA	Dev.	Replacement Pump for Pumpout Station
Lake Erie	Wayne	1995	\$ 25,000	CZM	Dev.	Interpretive Displays Phase II
Metro Beach	Macomb	1996	\$ 21,065	MDNR-WW	Dev.	Feasibility Study for West Boat Launch
Lake Erie	Wayne	1996	\$ 375,000	MNRTF	Dev.	Shoreline Trail Phase 2
Metro Beach	Macomb	1997	\$ 10,000	CZM	Dev.	Marsh Observation Deck
Kensington	Oakland	1999	\$ 3,000	MDNR	Dev.	Osprey Reintroduction
Lake Erie	Wayne	1999	\$ 180,000	MDNR	Dev.	Marina Point and Fishing Site
Huron Meadows	Livingston	1999	\$ 180,000	MNRTF	Dev.	Maltby Lake Access and Play Area
Delhi	Washtenaw	1999	\$ 36,400	RBF	Dev.	Children's Play Area Development
Metro Beach	Macomb	2000	\$ 450,000	CMI	Dev.	Point Shoreline Trail
Kensington	Oakland	2000	\$ 7,200	MDNR	Dev.	Osprey Reintroduction
Lower Huron	Wayne	2000	\$ 180,000	MNRTF	Dev.	Fishing Access Boardwalks
Kensington	Oakland	2001	\$ 9,200	MDNR	Dev.	Osprey Reintroduction
Kensington	Oakland	2001	\$ 4,050	MDNR	Dev.	Farm Center-Maple Trees
Lake Erie	Wayne	2001	\$ 199,800	MNRTF	Dev.	Hike-Bike/Shoreline Trail
Hudson Mills	Washtenaw	2003	\$ 361,000	MNRTF	Dev.	Hike/Bike Trail
Indian Springs	Oakland	2007	\$ 1,426,000	MNRTF	Acq.	Land Acquisition (287 Acres)
Kensington	Oakland	2008	\$ 315,000	MNRTF	Dev.	Kensington-Milford Trail
Lake St. Clair	Macomb	2009	\$ 2,350,000	MDNR-WW	Dev.	Marina Redevelopment
Stony Creek/Indian Springs	Mac/Oak	2010	\$ 10,000	MDNR	Dev.	Habitat Improvement
Hudson Mills	Washtenaw	2010	\$ 500,000	MNRTF	Dev.	Hike-Bike Trail
Stony Creek/Indian Springs	Mac/Oak	2011	\$ 10,000	MDNR	Dev.	Habitat Improvement
Kensington	Oakland	2011	\$ 94,000	MNRTF	Dev.	Nature Center Pond Overlook
Kensington/Indian Springs	Oakland	2012	\$ 15,000	MDNR	Dev.	Habitat Improvement
Lake St. Clair	Macomb	2013	\$ 229,000	MNRTF	Acq.	Land Acquisition
Hudson Mills	Washtenaw	2014	\$ 75,000	MNRTF	Acq.	Land Acquisition for B2B Trail
Stony Creek	Macomb	2014	\$ 50,000	MNRTF	Dev.	Boat Launch Redevelopment
Totals			\$ 13,458,265			



Land Inventory Update

April 2015

Leased Property

City of Utica

- 25-year lease on 7.9 acres
- Expires 5-13-2037
- Currently Heritage Park
- Van Dyke, just south of M-59

City of Sterling Heights

- 50-year lease on 88.3 acres
- Expires 6-1-2035
- Currently Clinton River Park North, Clinton River Park
- Trail connections

Clinton Township

- 99-year lease on 45 acres (Moravian Manor property)
- Expires 6-13-2072
- Currently portions of Canal Park and undeveloped Old Mill Park
- Between Moravian & Clinton River Rd, south of Cass Avenue

Additional leased property shown on maps for Kensington and Oakwoods Metroparks



Lake St. Clair Metropark

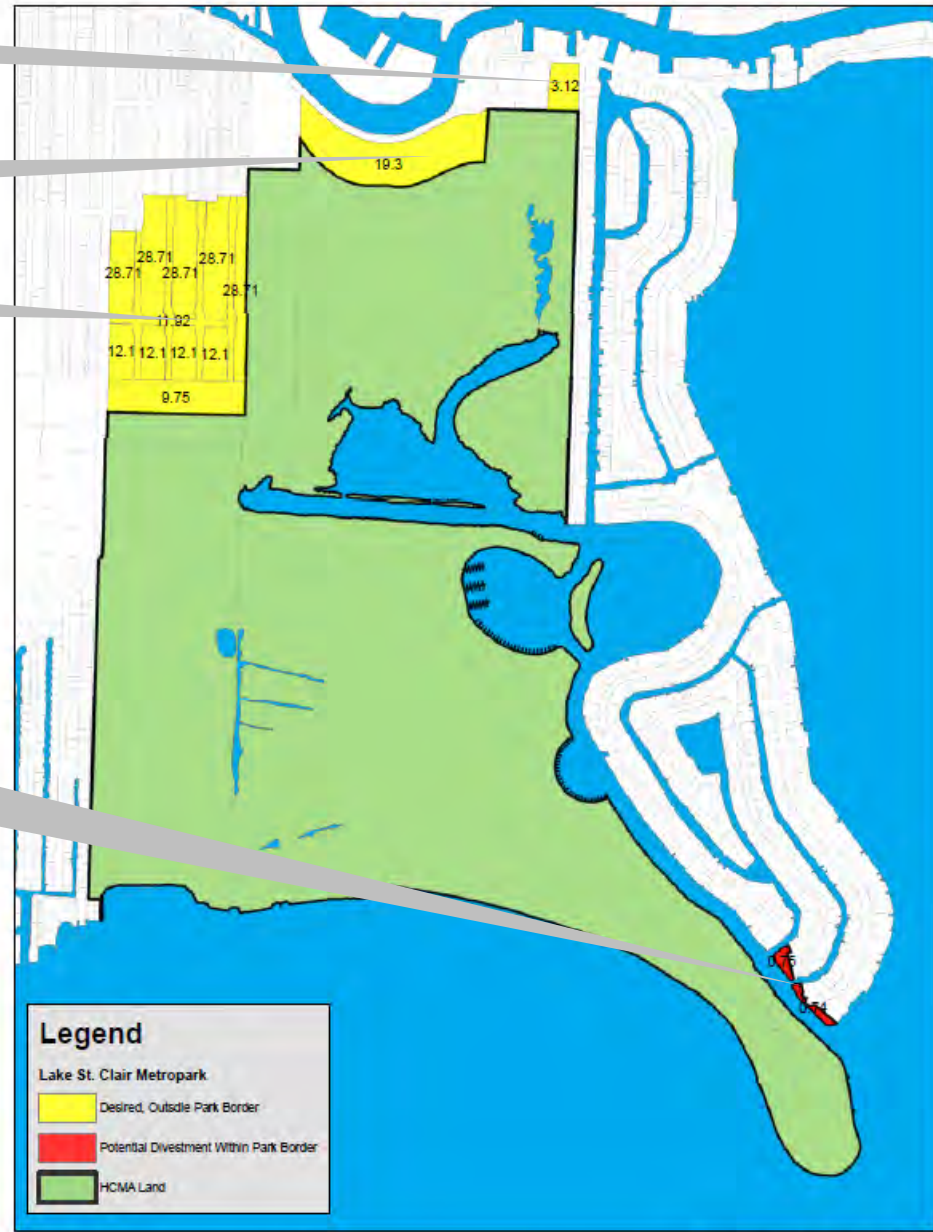
Potential Park Acquisition and Divestment

- Potential acquisition desired to improve water flow from Black Creek to the North Marsh

- Potential acquisition: Wetland areas

- Potential acquisitions: Wetland areas

- Potential divestment: Small parcels located across channel, not contiguous to main park. Would eliminate maintenance issues and potential encroachments.



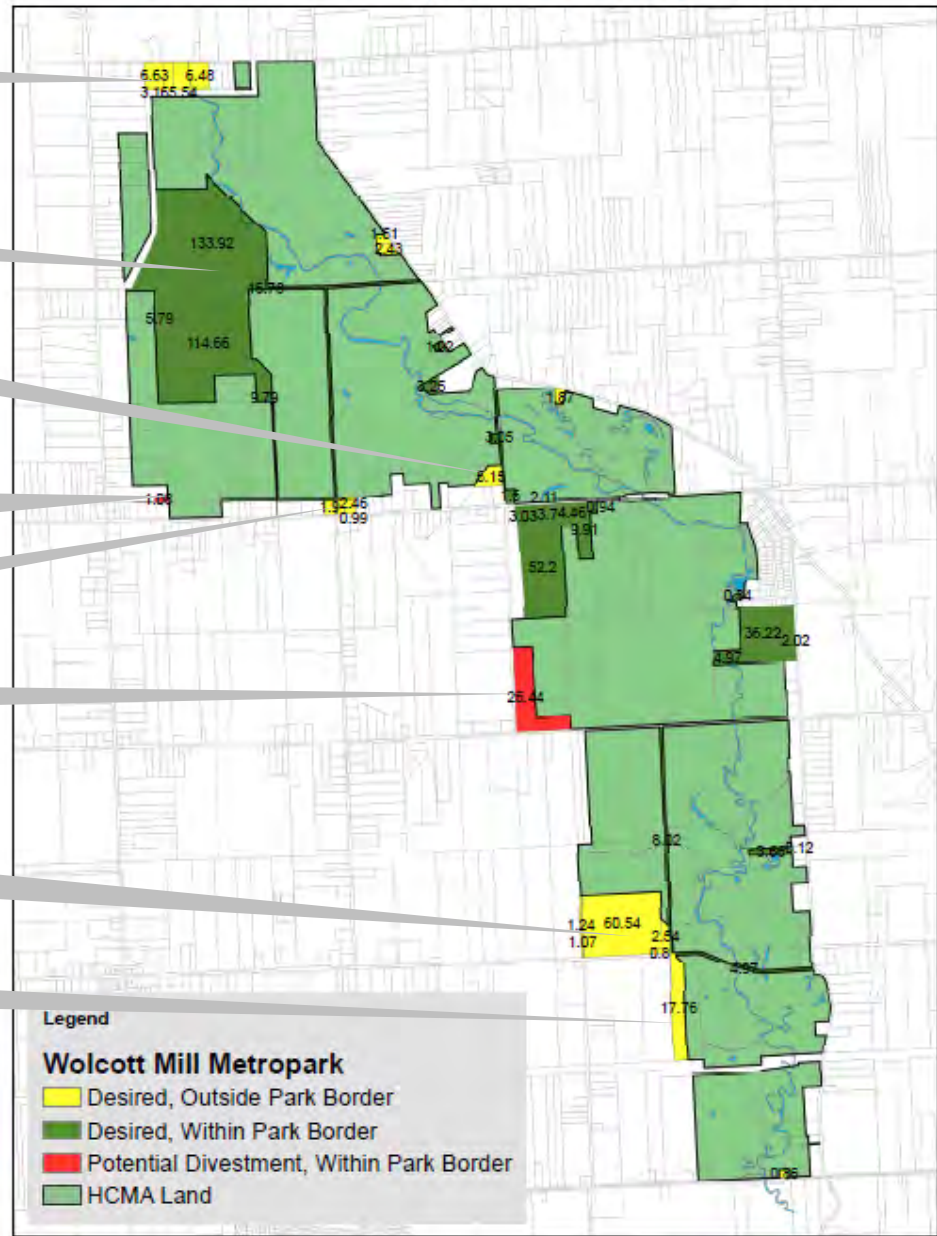
Total Potential Divestment: 1.49 acres

0 0.125 0.25 0.5 Miles

Wolcott Mill Metropark

Potential Park Acquisition and Divestment

- Potential acquisitions desired for possible main park entrance off of 31 Mile Rd
- Potential acquisitions: Previous plans identify this area as the main activity area within the park
- Potential acquisition to provide connection between future main park road and Camp Rotary
- **Property could be divested. Not needed for recreation/ environmental purposes.**
- **Would clean up border**
- Potential acquisitions: Desirable for potential main park entrance
- **HCMA roadway frontage totaling 26.4 acres that could be divested**
- Potential acquisitions to provide open space and an opportunity to expand existing wildlife/green corridor
- Potential acquisition for buffer space between possible park road alignment and existing golf course

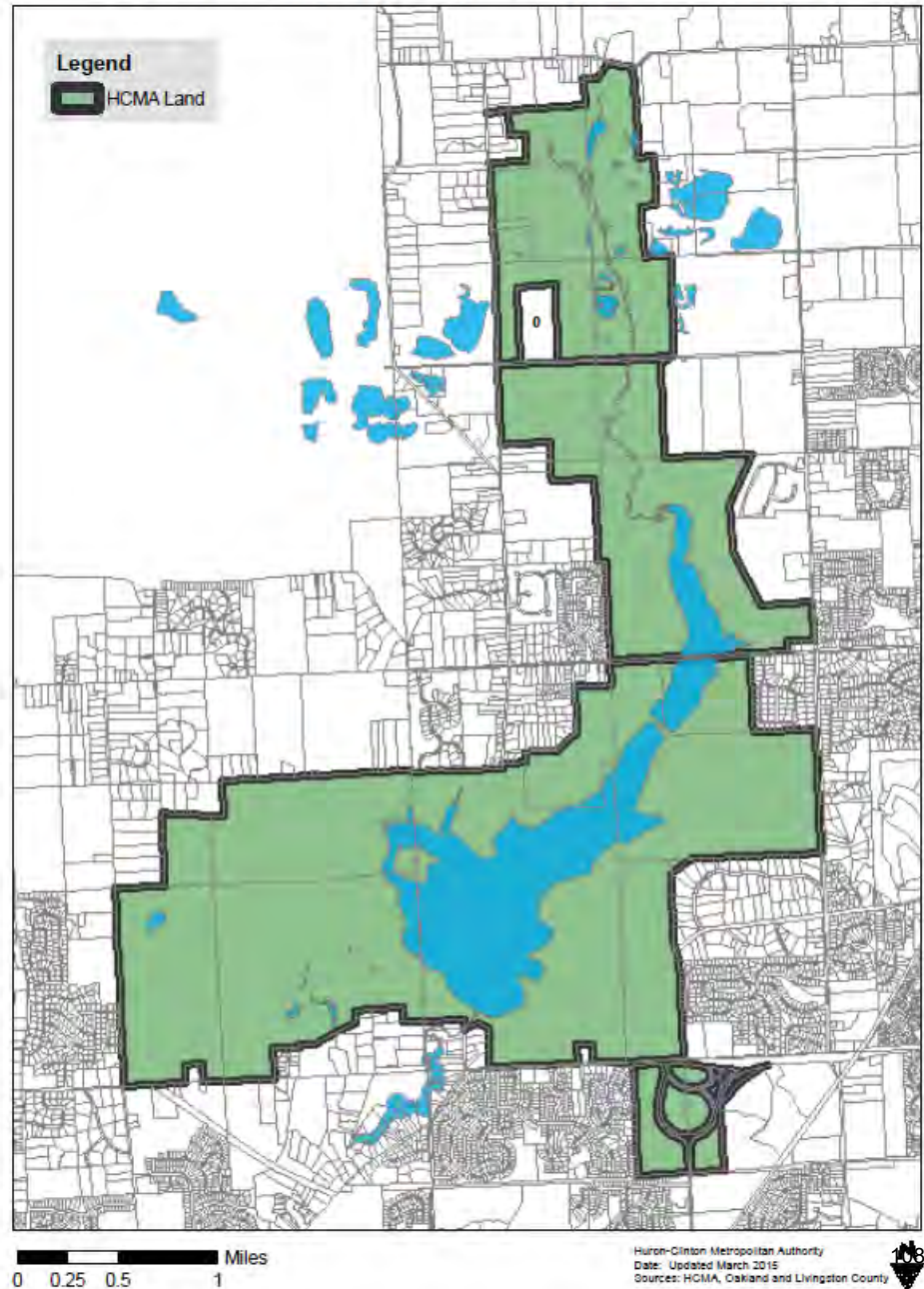


Total Potential Divestment: 27.52 acres

Stony Creek Metropark

Potential Property Acquisition and Divestment

No properties identified for potential acquisition or divestment



Indian Springs Metropark

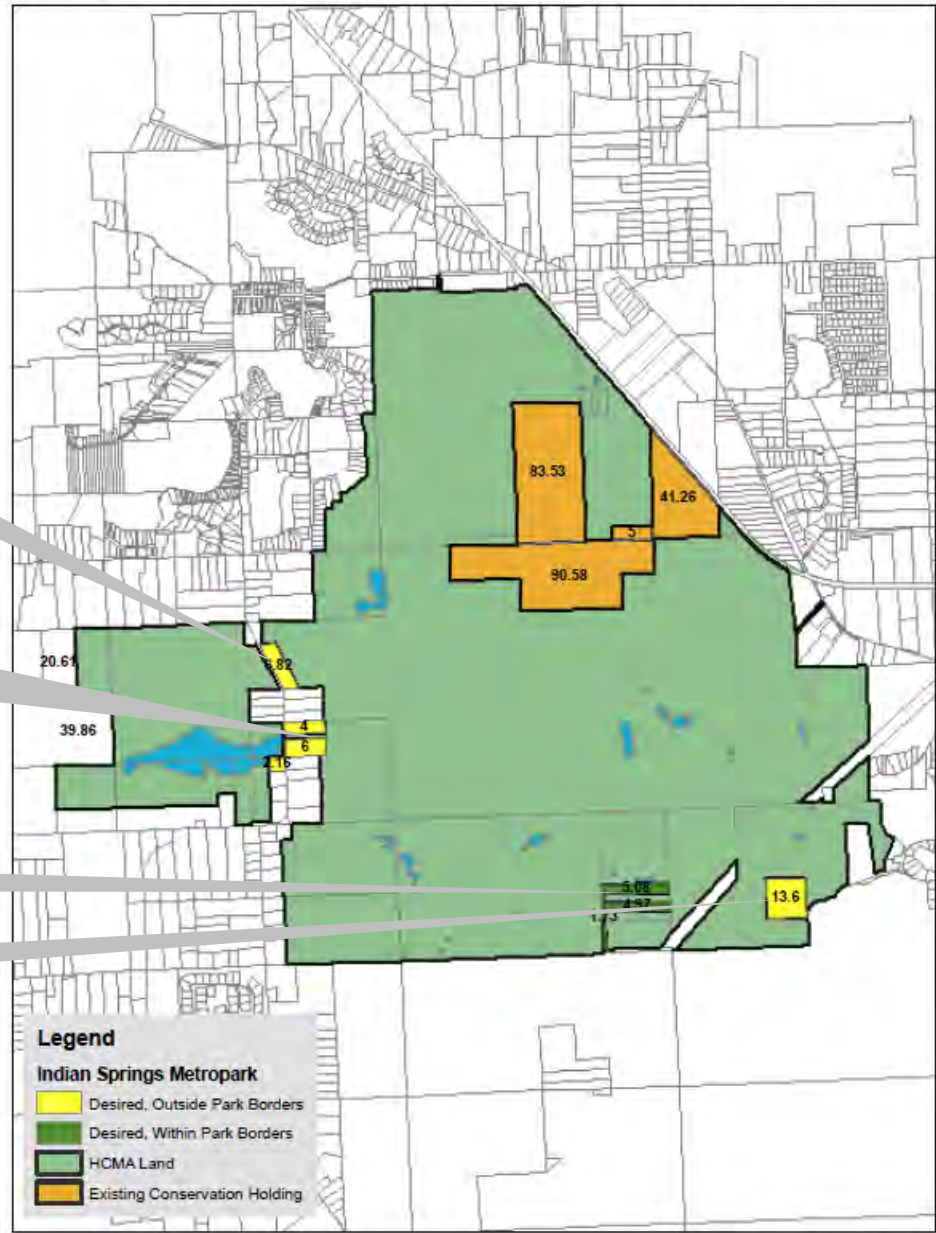
Potential Property Acquisition and Divestment

- Potential acquisition desired to connect main park to Schmitt Lake property (6.82 acres)

- Potential acquisitions: Enhance connection between main park and Schmitt Lake property (10 acres total)
- Small 2.16-acre parcel to complete HCMA ownership around entire lake

- Potential acquisitions: Fill in property gaps within park borders

- Potential acquisitions: Would fill in property gap within park border



0 0.25 0.5 1 Miles

Total Potential Divestment: 48.28 acres

Kensington Metropark

Potential Property Acquisition and Divestment

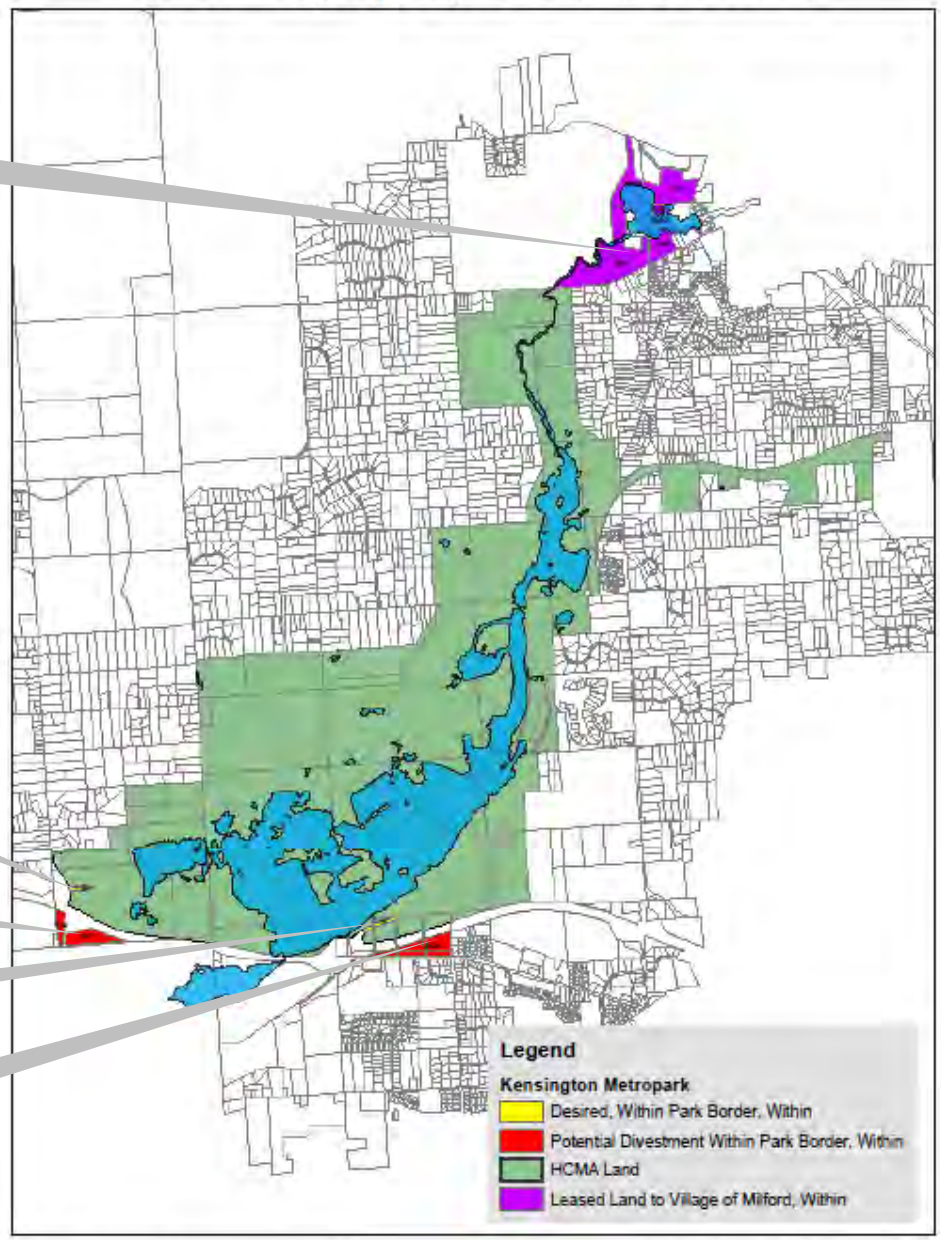
- Parcels currently being leased by the Village of Milford (+/-196 acres)
- Leases expire 8-7-2065

- Potential acquisition to bring entrance road under HCMA ownership (1.72 acres)

- Potential divestment of approximately 22 acres at Kensington Rd and Grand River not contiguous to main park

- Potential acquisition to bring road within park border under HCMA ownership (3.35 acres)

- Potential divestment of 26.28 acre parcel between I-96 and Grand River, not contiguous to main park



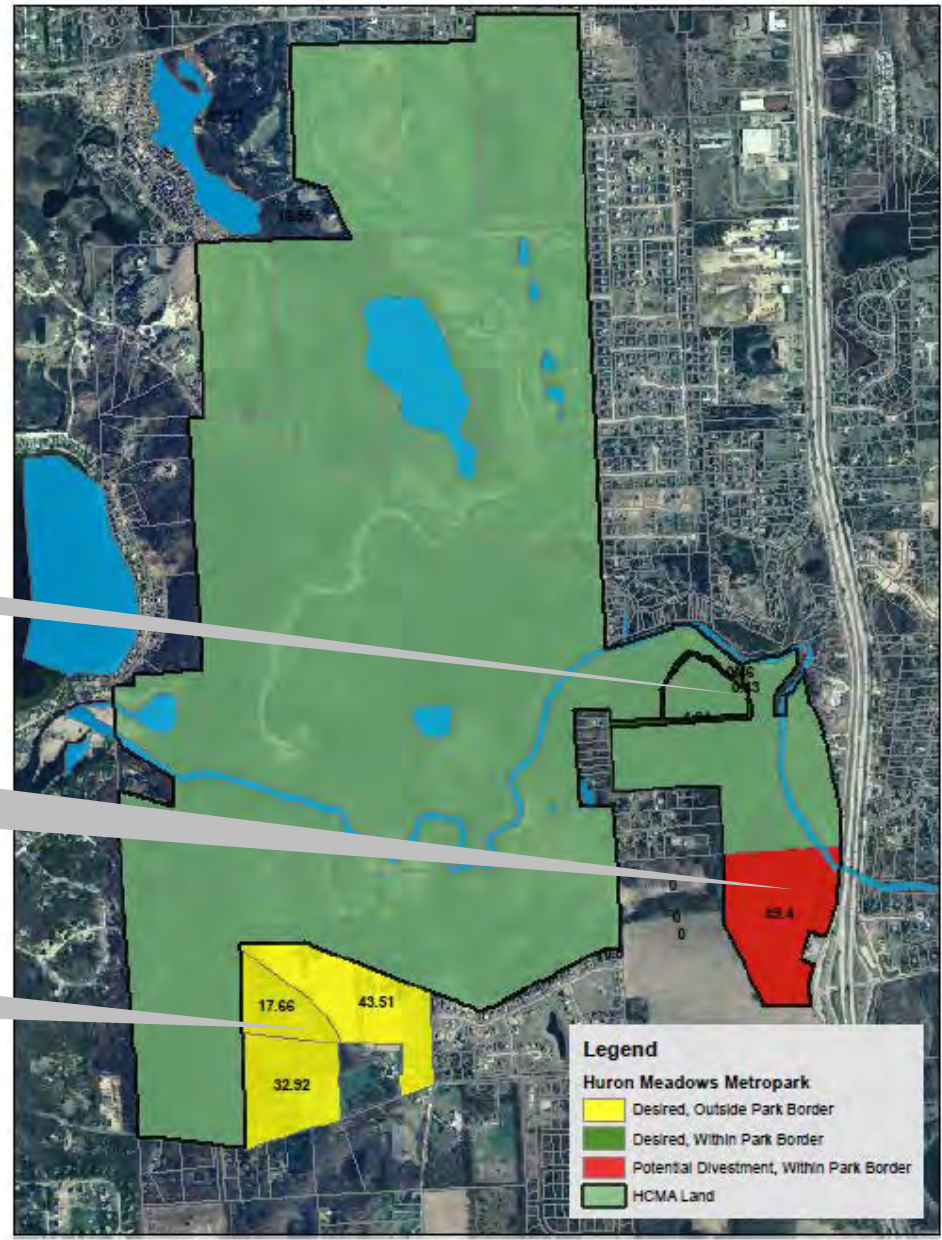
Huron Meadows Metropark

Potential Property Acquisition and Divestment

- Potential acquisition to fill in property gap within park border (.43 acres)

- **Potential divestment: Green Oak Township** is currently interested in acquiring this 49.4 acre parcel for a public safety complex and township park with additional river access for paddlers

- Potential acquisitions to provide road frontage and parking for rustic natural trail network on high-quality woodland area, south of the river



Total Potential Divestment: 49.4 acres

Hudson Mills Metropark

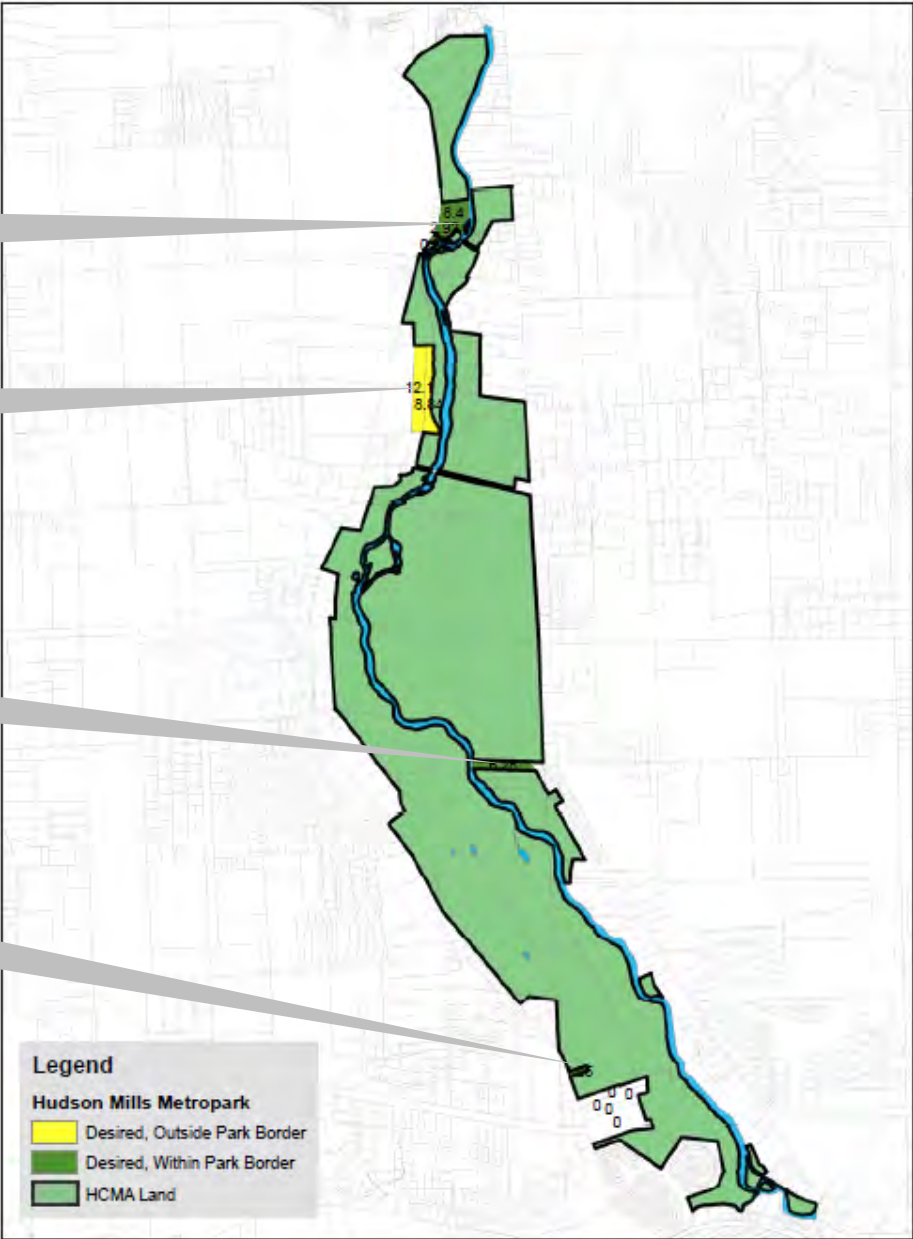
Potential Property Acquisition and Divestment

- Potential acquisition to fill in property gap within park border (+/- 12 acres)
- Property potentially needed for Border to Border Trail (keeping trail out of right of way)

- Potential acquisitions (+/-20 acres) to fix park border issues with owning to a contour.
- Potentially needed for Border to Border Trail

- Potential acquisition of 6.28 acres to fill in property gap within park border and extend HCMA ownership along Huron River

- Potential acquisition of 1.05 acres to fill in property gap within park border



0 0.25 0.5 1 Miles

Dexter-Huron Metropark

Potential Property Acquisition and Divestment

No properties identified for potential acquisition or divestment



Delhi Metropark

Potential Property Acquisition and Divestment

- Improves aesthetics for park patrons & opens up views into park

- Potential acquisition of 1.42 acres for possible Border to Border Trail extension
- Route will determine need

- Potential acquisition of approximately 8.44 acres for possible Border to Border Trail segment
- Route will determine need

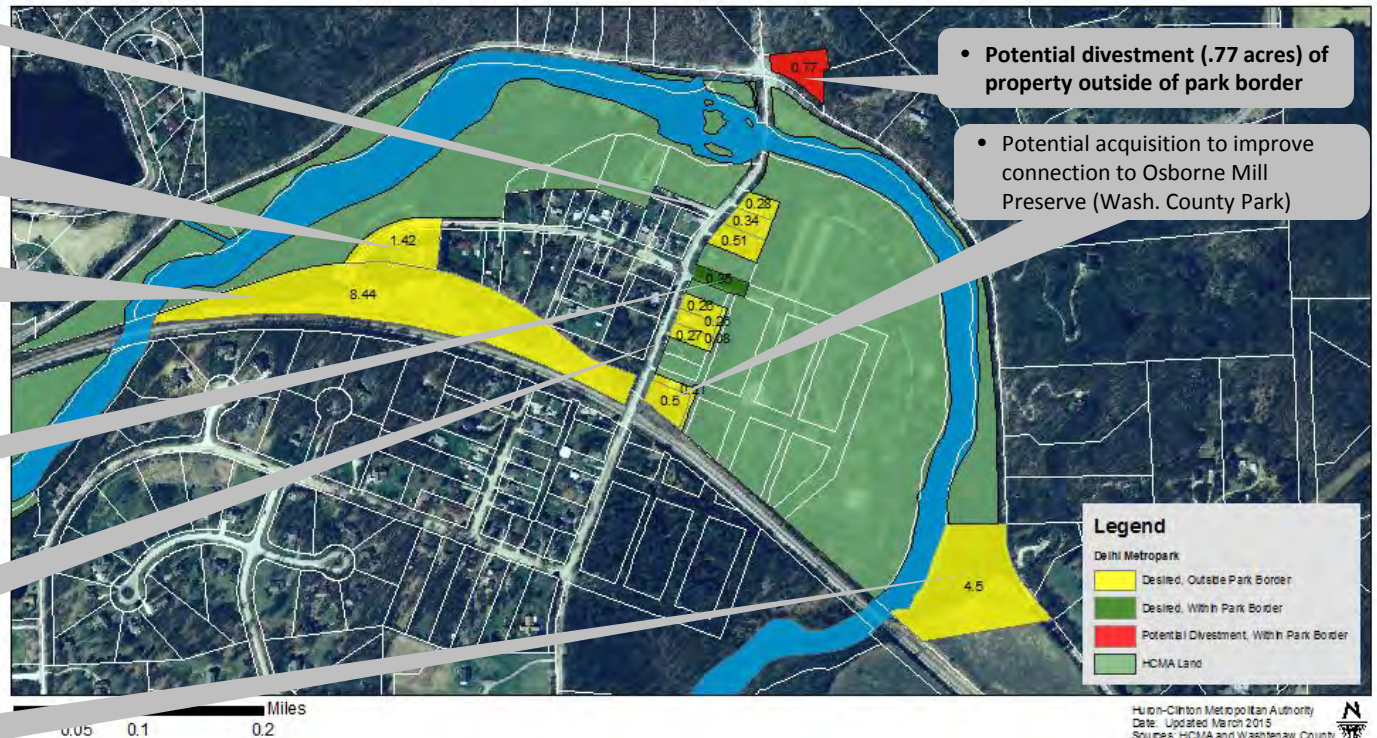
- Potential acquisition of .35-acre parcel to bring park entrance road under HCMA ownership

- Potential acquisition of parcels along E. Delhi Rd to enhance entrance and provide additional road frontage to park

- Potential acquisition of property for possible Border to Border Trail
- Route will determine need

- Potential divestment (.77 acres) of property outside of park border

- Potential acquisition to improve connection to Osborne Mill Preserve (Wash. County Park)



Total Potential Divestment: .77 acres

Lower Huron Metropark

Potential Property Acquisition and Divestment

- Potential acquisitions to shore up HCMA ownership along the river and accommodate potential trail connection

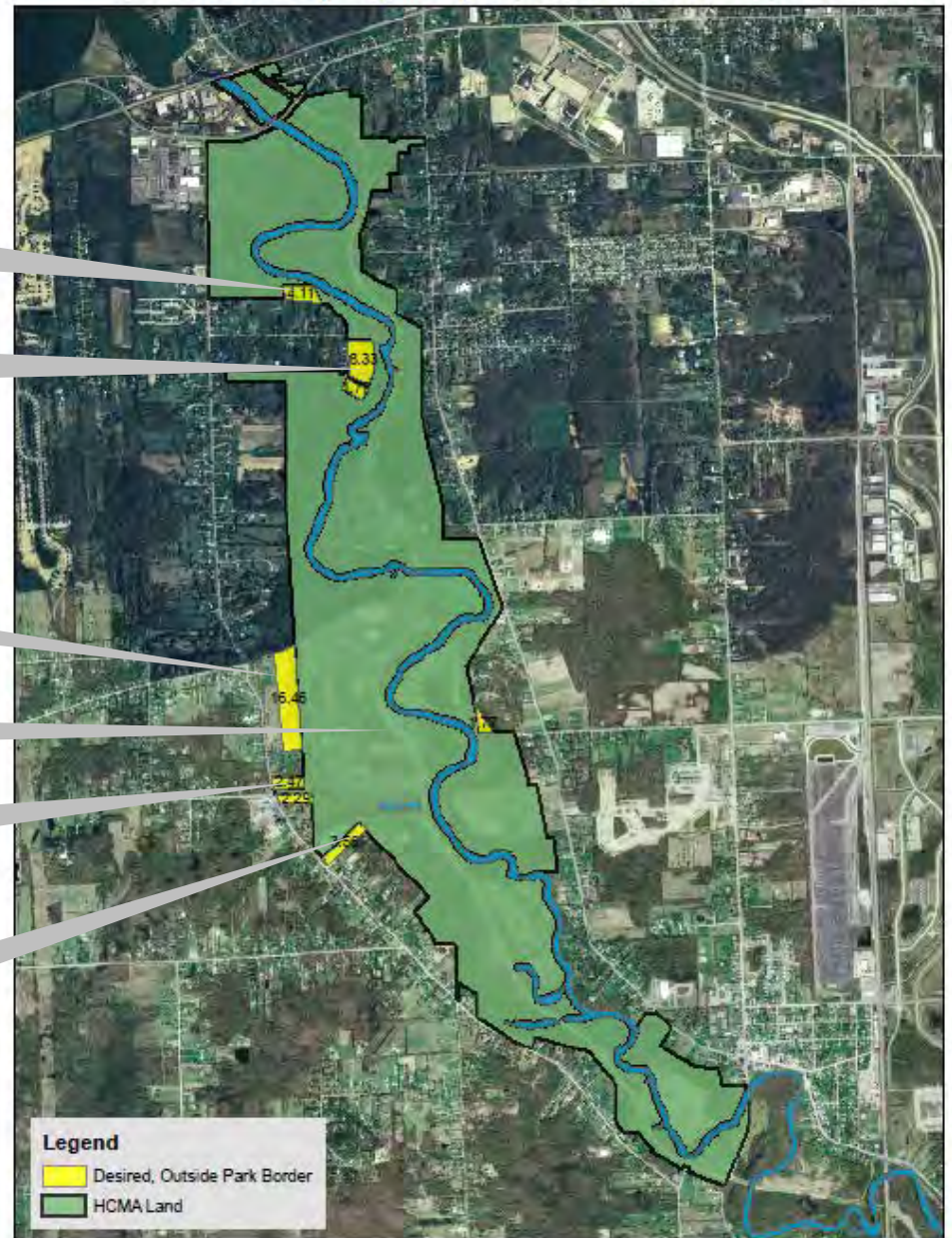
- Potential acquisitions to shore up HCMA ownership along the river and accommodate potential trail connection

- Potential acquisition to provide buffer from adjacent land uses to the west

- Potential acquisition to shore up HCMA ownership along the river

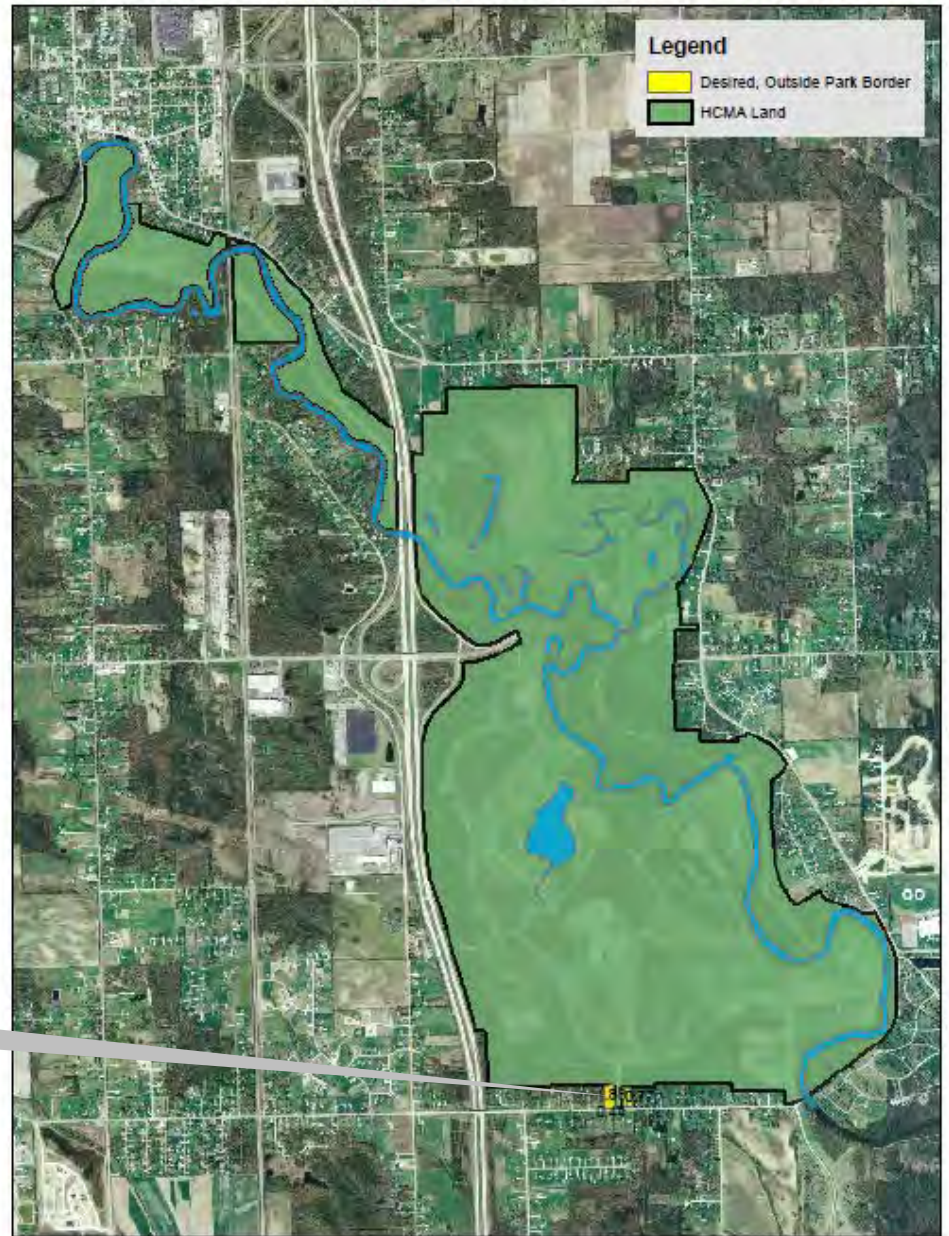
- Potential acquisitions to enhance park entrance off Bemis Rd

- Potential acquisition to enhance park aesthetics near park office



Willow Metropark

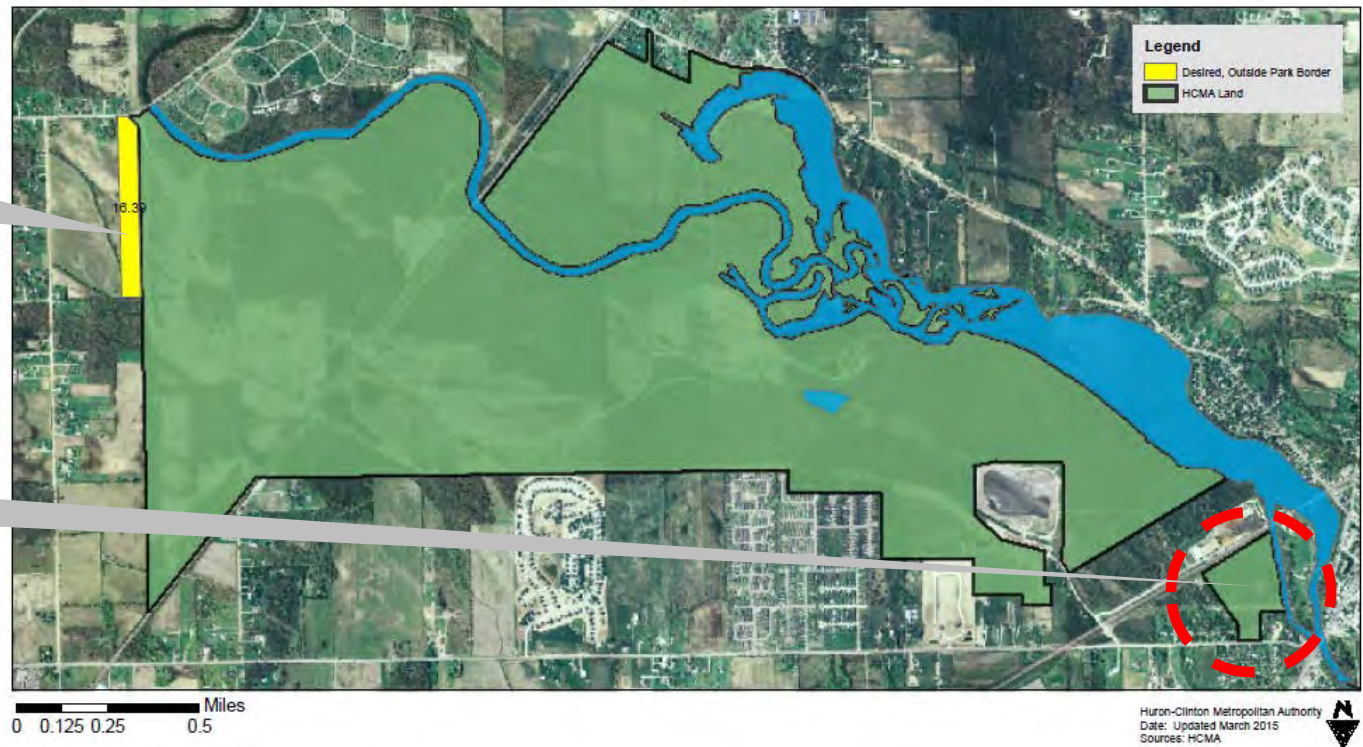
Potential Property Acquisition and Divestment



- Potential acquisitions to enhance park entrance off of Willow Rd

Oakwoods Metropark

Potential Property Acquisition and Divestment

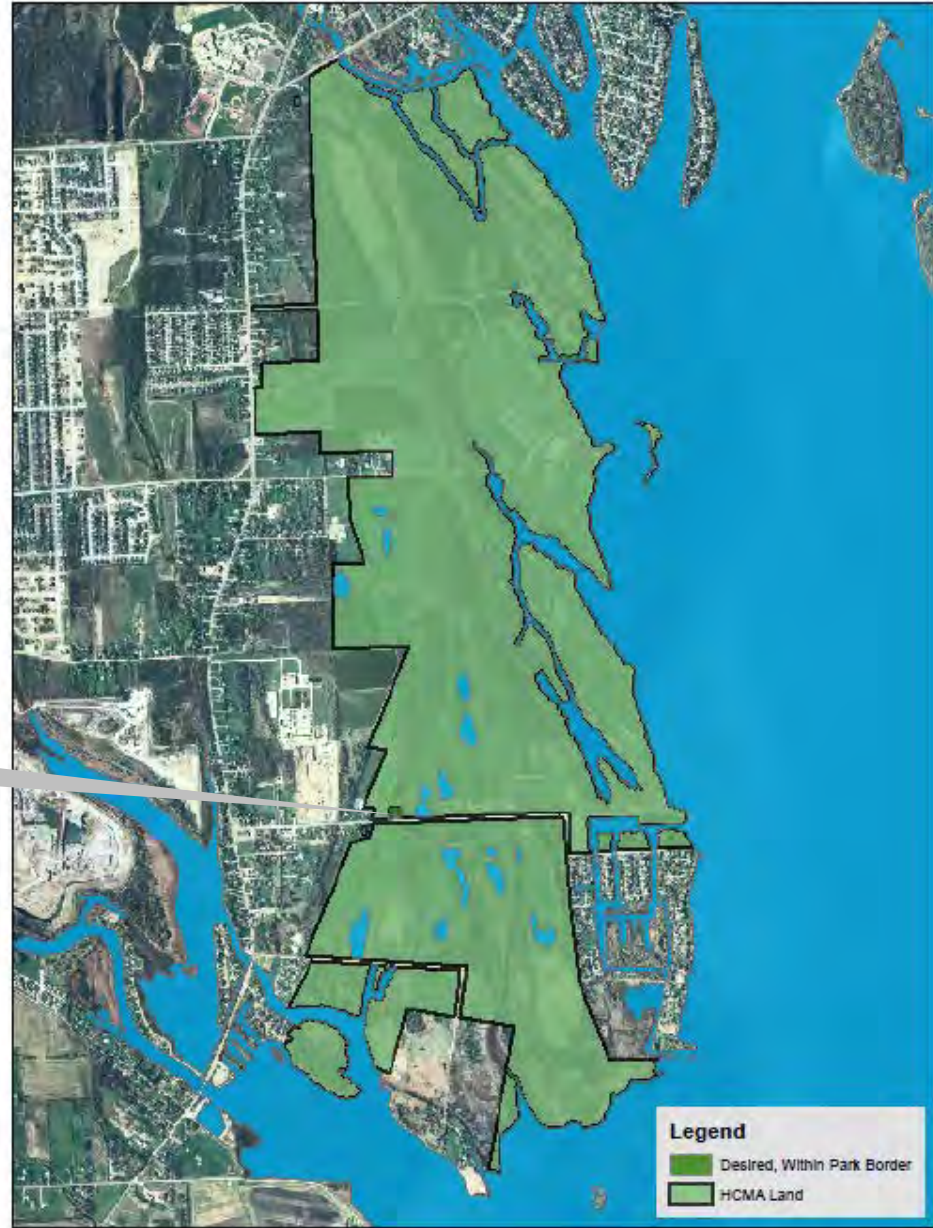


• Potential acquisitions to enhance park entrance off of Willow Rd

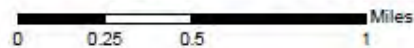
• Property being leased by City of Flat Rock and Downriver Mutual Aid

Lake Erie Metropark

Potential Property Acquisition and Divestment



- Potential acquisition of property within park border



Legend	
■	Desired, Within Park Border
■	HCMA Land

**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners
From: Rebecca Franchock, Controller
Subject: Approval – Equipment Capitalization Threshold Change
Date: April 2, 2015

Action Requested: Motion to Approve

That the Board of Commissioners' (1) approve raising the equipment capitalization limit from \$1,000 to \$5,000; and (2) transfer \$42,500 from the Capital Equipment Account to the Park Operations Account as recommended by Controller Franchock.

Fiscal Impact: None.

Background: In working with our auditor's, Abraham and Gaffney, as well as the implementation team for the ERP software from New World Systems, the current capitalization limit was discussed. In the current Board approved Financial Policy, the capitalization limit for equipment is established at \$1,000. The Government Finance Officers Association (GFOA) recommends a \$5,000 capitalization limit.

Due to the impending conversion of data from the legacy system to the new ERP software, there is an opportunity and significant benefit to making a change to the capitalization limit at this time.

Therefore, staff is recommending, increasing the equipment capitalization limit to \$5,000 retroactively effective Jan. 1, 2015 and transferring \$42,500 from the 2015 Capital Equipment budget to the appropriate 2015 operating equipment budgets.

Attachment: Board Approved Financial Policy

HURON-CLINTON METROPOLITAN AUTHORITY BOARD OF COMMISSION POLICY	EFFECTIVE DATE: 5/9/2013	BC F 2
	SUPERCEDES POLICY DATED: 6/18/2009	
FINANCIAL POLICIES	PREPARED BY: Lisa Dolan, Controller	

The financial integrity of the Huron-Clinton Metropolitan Authority is of the utmost importance. To write and adopt a set of financial policies is vital to maintaining this integrity. These financial policies have evolved over the years from a variety of procedures and practices that have been employed by Authority staff. These financial policies will assist the Board of Commissioners and Authority staff in the financial management of the Authority, promoting public confidence and providing continuity as Board and staff members change. They are intended to provide the basic foundation and framework for many of the issues and decisions facing the Authority. These financial policies will promote sound financial management and assist in the Authority's stability, efficiency and effectiveness in delivering the Metropark product to our citizens.

The financial policies are divided into categories as follows: (1) General Policies, (2) Budget Policies, (3) Accounting, Auditing and Financial Reporting Policies, (4) Reserve Policies, (5) Revenue Policies, (6) Cash Management Investment Policies, (7) Capitalization and Depreciation Policies, and (8) Procurement Policies.

Adopted by Board of Commissioners on: May 9, 2013

General Policies

The Authority will:

- Manage its financial assets in a sound and prudent manner;
- Maintain and further develop programs/facilities to ensure its long-term ability to pay all costs necessary to provide the level and quality of service required by its citizens;
- Establish and maintain budgetary and investment policies that are in accordance with State laws;
- Account for capital and operational revenues and expenditures through its General Fund, since it is a special district form of government.

Budget Policies – General Fund

Annual Budget

The annual budget shall serve as the annual financial plan for the Authority. The Board of Commissioners shall adopt the budget in accordance with and subject to the requirements of the Uniform Budget and Accounting Act, Act No. 2, Public Acts of 1968, as amended. The budget will serve as the financial document of the Board of Commissioners for implementing Board goals and objectives. The budget shall provide staff the guidelines necessary to accomplish Board determined service and capital levels.

The Controller and Director shall annually prepare and present a budget containing an itemized statement of the estimated current operation and capital development of all property and facilities under the jurisdiction of the Board of Commissioners and an estimate of the anticipated revenue of the Authority from all sources for the ensuing fiscal year. The fiscal year of the Authority shall begin on January 1 and shall end on December 31 of each calendar year. The budget document shall be presented to the Board of Commissioners no later than the December regular meeting. The budget shall be subject to a public hearing before being presented to the Board of Commissioners. Funds may not be expended or encumbered for the following fiscal year until the budget has been adopted by the Board of Commissioners.

The Authority's annual budget will be organized by park and operating department unit for both operating and capital; revenues and expenditures with a logical breakdown of facilities and activities in line item detail.

The Authority shall annually adopt a balanced budget where revenues, are equal to or exceed capital and operating expenditures. Any year-end operating surpluses will revert to the Fund Balance for use in maintaining minimum reserve levels set by policy and any amounts above the minimum balance will be available for future capital projects or other General Fund expenditures.

Budget control is maintained at the category level (park operations, capital improvements, equipment, etc.). Appropriations are further allocated by park and operating department unit. The Director has the authority to approve budget amendments and all such amendments will be subsequently presented to the Board of Commissioners, on a quarterly basis, for approval.

Budget accountability rests primarily with the operating department units of the Authority.

The annual budget will provide for adequate maintenance and replacement of capital assets.

Long Range Budget

The Authority staff, working in conjunction with the Board of Commissioners, will prepare a Five-Year Financial Plan. The Five-Year Plan will project revenues and capital and operation expenditures based on best available economic forecasts and historical trends. The Five-Year Plan will project capital improvement projects and estimated timetables. In development of the capital improvement project schedule, staff shall estimated the total costs associated with the capital project.

A key goal of the Five-Year Plan is to provide an orderly scheduling of replacement and new facilities to maintain and protect Authority facilities from falling into a state of disrepair.

The Five-Year Plan as approved by the Board of Commissioners will serve as a general guideline for the preparation of the Authority's annual budget.

Accounting, Auditing and Financial Reporting Policies

Financial Information

In accordance with the Authority's Bylaws, the Controller shall keep all accounting/financial information in a thorough, timely fashion and in a format that is easy for the Board of Commissioners, citizens and Authority employees to understand and utilize. The Controller will present a comprehensive financial report to the Board of Commissioners at each regular meeting.

Accounting Standards

The Authority's accounting of financial systems shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP), standards of the Governmental Accounting Standards Board (GASB) and the Government Finance Officers Association (GFOA).

Annual Audit

An independent public accounting firm will perform an annual audit and its opinion will be included in the comprehensive annual financial report.

The independent audit firm will be selected through a competitive bid process. The contract will be awarded for a maximum period of four years, with subsequent extensions at the discretion of the Board of Commissioners.

The audit contract and any extension will be awarded by the Board of Commissioners. The Controller, working with the Board Treasurer, will review the qualifications and bid terms of prospective firms and submit to full Board of Commissioners for final decision.

The Comprehensive Annual Financial Report shall be prepared within six months of the close of the previous fiscal year. It will be reviewed with the Board Treasurer before being presented to the full Board of Commissioners at a regular meeting.

It is the Authority's goal to maintain accounting records, processes, internal controls and procedures in such a manner as to receive an unqualified audit opinion and to maintain a Certificate of Achievement for Excellence in Financial Reporting from the GFOA.

Accounting System

The Authority will utilize a line item budget as the basis for its accounting and reporting system. The line item format organizes costs by type or class of expenditure and revenues by source. Expense and revenue categories used in the Authority's line item budget and its supporting accounting system are set down in a master list of Chart of Accounts. This Chart of Accounts establishes uniform revenue/expenditure titles and corresponding account numbers for use by all Authority departments.

Fund Balance Policies

General and Supplemental Major Maintenance Funds

Under GASB 54, Fund Balance is to be segregated into categories so that the intent of future uses of Fund Balance is clear. Amounts are to be Assigned, Restricted, Committed or deemed Unspendable or Unassigned. Committed and Assigned funds are approved at the Board of Commissioner level. Unspendable funds are funds that have already been spent such as Inventory On Hand and Prepaid Expenses. Restricted funds are usually restricted legally or by other outside sources. The Unassigned Fund Balance is the amount that is not designated in the other categories and is available funding for future years.

The Authority utilizes its General Fund for recording most revenues and expenditures of the Authority. The Authority's other fund, Supplemental Major Maintenance Fund, accounts for oil and gas revenue and is separately Committed for special projects.

The General Fund Unassigned Fund Balance will be maintained with a minimum amount equal to five percent (5 percent) of the General Fund appropriation balance. These reserves are designated to be used in the event of a significant financial emergency unanticipated, unbudgeted expenditures or revenue shortfalls. All appropriations from Fund Balance require Board of Commissioner approval.

Committed Fund Balance-Self Insurance

The Authority Commits Fund Balance for self insurance to be utilized for: (1) payment of claims that are not covered by our various insurance policies, or (2) policy deductible amounts. All appropriations from the Self Insurance Reserve require Board of Commissioner approval.

Fiduciary Funds

The Authority maintains: (1) a Defined Benefit Pension Plan, (2) a Defined Contribution Pension Plan, and (3) a Retiree Health Care Trust Fund. These funds shall be segregated from the Authority's General Fund. These funds are managed in accordance with the conditions of their Trust Agreements.

Pension Plans

An actuarial valuation will be done annually to determine the estimated cost of the Defined Benefit Pension program. The employer's contribution to the Defined Contribution Pension Plan is determined by contract. The cost of funding both plans will be budgeted under each department based on the number of active employees.

Retiree Health Care Trust

The estimated cost of the Authority's post employment health care benefits will be actuarially valued biennially. The cost of funding the Authority's post employment health care benefits will be budgeted under the Administrative Office for current retirees and under each department based on the number of active employees.

The Defined Benefit Pension and Retiree Health Care unfunded liabilities will be disclosed and accounted for in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) statements.

Revenue Policies

The Authority will strive to develop and maintain a diversified and reliable revenue stream so as to avoid becoming overly dependent on any single type of revenue. Efforts will be directed to optimize existing revenue sources while periodically reviewing potential new revenue sources.

Budgeted revenues will be estimated conservatively based on historical trends and other trends specific to a provided activity.

The Authority will avoid using temporary/one time revenues to fund ongoing expenditures.

The Authority will impose user fees wherever appropriate. User fees will be based on a survey of comparable fees charged by other public agencies and private enterprise and on market conditions.

All Authority fees and charges will be reviewed and approved by the Board of Commissioners on an annual basis.

Cash Management Investment Policies

The Board of Commissioners shall periodically review, update or modify as appropriate the Authority's Investment Policy.

The Controller will insure that all surplus cash is prudently invested in accordance with the Investment Policy to protect Authority funds.

Authority funds will be managed in a prudent and diligent manner with emphasis on safety, liquidity and yield, in that order.

The Authority's Investment Policy must satisfy the requirements of the Michigan Political Subdivisions Act No. 20, Public Acts of 1943, as amended.

Reports on the Authority's investment portfolio and cash position shall be developed and presented to the Board of Commissioners within the monthly financial report.

Capitalizations and Depreciation Policies

The Authority shall capitalize equipment and facilities within the following parameters:

Equipment	\$1,000 per unit
Capital Improvements	\$10,000 per project

Minor equipment that falls below the \$1,000 threshold but is subject to shrinkage, such as string trimmers, chainsaws, firearms, radios, gas powered tools and licensed trailers, will also be accounted for under the Authority's fixed asset inventory system.

Computer equipment (except for mid-range systems) will not be inventoried on the Authority's fixed asset inventory system, but rather will be expensed when purchased and inventoried by the Computer Services Department.

The Authority shall depreciate capital assets such as buildings, roads, utility infrastructure, equipment, etc. Depreciation shall be performed on a straight line basis over the expected useful life of the asset and in accordance with Generally Accepted Accounting Principles (GAAP).

Procurement Policy

The intent of this policy is to outline the general procurement guidelines applicable to the acquisition of goods and services for the Authority. The adherence to this policy will:

- Procure at the lowest possible cost commensurate with the quality needed;
- Provide for the consistent and efficient procurement of supplies, materials, equipment and services in a timely and creditworthy fashion;
- Exercise positive financial control over all procurements;
- Provide for fair and equitable treatment of all persons involved in public procurement by the Authority;
- Clearly define authority for the procurement function.

Scope of Procurement Authority

All Contracts and legal documents shall be executed on the behalf of the Authority, by the Director of HCMA. Upon such approval, the Director, or in the absence of the Director, the Deputy Director, or Executive Secretary, shall be authorized to sign all contracts and legal documents approved by the Board of Commissioners.

The responsibility and authority for the procurement of all supplies, materials, equipment and contractual services needed by Authority departments is vested in the Director or his/her authorized agents. The Director, working in conjunction with the authorized agent(s), shall have the authority to:

1. Procure or contract for supplies, materials, equipment and services required by any Authority department in accordance with procurement procedures outlined in this policy;
2. Adopt administrative procedures for the internal management and operation of the procurement system;
3. Negotiate and recommend to the Board of Commissioners execution of contracts for the procurement of supplies, materials, equipment and services;
4. Act to procure for the Authority the needed quality in supplies, materials, equipment and services at the least expense to the Authority;
5. Prescribe and maintain forms and standard documentation as reasonably necessary to conform to the requirements of this policy;
6. Supervise and inspect all supplies, materials, equipment and services purchased to insure conformance with procurement documents;
7. Administer the transfer of surplus or unused supplies and equipment between departments as needed, and the sale of all supplies and equipment which cannot be used by any Authority department or which is obsolete for the needs of the Authority, or to trade in the same on new supplies or equipment.
8. Oversee the operation of all warehouses for the storage of stock items to insure the safekeeping and proper storage and handling of all supplies and equipment.
9. Require annual physical inventory of all stock items;
10. Maintain vendor information and other records necessary for the efficient operation of the procurement system.

Method of Procurement

The following methods of procurement should be utilized by the Director or his/her authorized agent(s) in the acquisition of supplies, materials, equipment, services and contracts, depending on the nature of the goods/services being sought and the projected expense:

<u>Estimated Amount of Purchase</u>	<u>Method Required</u>
Up to \$2,500	Procurements may be initiated by employing reasonable good judgment to secure best pricing available under prevailing circumstances. Whenever possible, purchase should be made through the P-card program. If P-Card is not used, <i>HCMA Order Form</i> must be completed to document the purchase.
\$2,501 to \$5,000	Procurements may be initiated by employees after obtaining and documenting two quotes <i>HCMA Competitive Price Sheet</i> must be completed to document the purchase.
\$5,001 to \$25,000	Procurements require the initiating department to enter the order into the HCMA requisitioning system. The requisition must be approved by the Park Superintendent, Department Head, Deputy Director or Purchasing Manager. At least three quotes must be obtained before the purchase order will be issued. A purchase order will be prepared and approved by the Purchasing Manager or Director. The Director will notify the Board of all purchases exceeding \$10,000.
\$25,001 and over	Competitive sealed bids shall be obtained and presented to the Board of Commissioners for approval. A <i>Purchase Order</i> or <i>Contract</i> will be issued to the successful bidder after approval by the Board of Commissioners.

Other Guidelines

Sealed bids will not be required for the purchase of land, payrolls, group fringe benefits, utilities or the retention of professional or specialized services. Proposals should be obtained for professional or specialized services following the above limits and criteria.

Contracts may be utilized for multiple purchases of a similar good or service to be negotiated by the Purchasing Manager subject to the above limits and criteria.

Emergency procurements up to \$100,000 may be made under emergency provisions when it is determined that conditions exist which create a disruption of essential operations, construction disruption or conditions adversely affecting the safety, health or security of persons or park property with the approval of the Director and Chairman of the Board of Commissioners. Any such emergency procurements will be subsequently submitted to the Board of Commissioners for confirmation of approval.

Sole source contracts may be awarded without competitive quotes or bids when it is determined by the Director and/or his/her authorized agent that there is only one source for the required supply or service subject to the above limits and criteria.

Award: The Authority reserves the right to reject any and all bids or proposals, to waive irregularities and/or formalities and to award a purchase order or contract in any manner deemed in the best interest of the Authority.

Petty cash funds: may be utilized for minor incidental purchases less than \$50. Receipts shall be required to substantiate all petty cash purchases.

Delivery and inspection: Goods and services will be received at various Authority locations and will be checked at the time of receipt to detect any damage or defects and ensure the receipt of material/equipment is in compliance with the contract or purchase order. Inspections should be conducted immediately upon arrival or as soon thereafter as practically possible. Equipment and supplies should be inspected for damage, quantity, quality, price and all other required specifications.

The acceptance of goods shall be the responsibility of the initiating department and Authority warehouses. A receiving document must be prepared by the receiving department indicating: (1) date of receipt; (2) supplier name; (3) purchase order/contract (if applicable); (4) quantity received; (5) description of item(s); (6) signature of employee receiving goods; and (7) signature of department head. All receiving documents are to be forwarded to the Controller's office.

Delivery and administration, construction contracts: The Engineering Department will administer construction contracts to verify conformance with contract documents, and will certify contractor pay estimates or invoices prior to forwarding to the Controller's office.

Payment: All invoices are to be sent directly to the Controller's office by the vendor. Upon receipt of an invoice together with receiving documents and procurement documents (contract or purchase order or competitive price sheet or engineering pay estimate) the Controller shall issue a voucher. The Controller shall certify that an appropriation has been made for such expenditure and that there remains an unexpended balance sufficient to pay such voucher. When a voucher has been issued and certified, the Controller shall deliver it to the Executive Secretary to be approved for payment.

The Executive Secretary shall then present the voucher listing for certification by the Director that the goods or services were duly ordered, have been received and are satisfactory. The Executive Secretary thereafter shall present the voucher listing to the Board of Commissioners at each regular meeting of the Board for approval.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Shakib Obeidy, Manager, Technology Services
Subject: Report – IT Road Map
Date: April 2, 2015

Manager of Technology Services Shakib Obeidy will give a verbal update at the April 9 meeting.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Dave Struck, Manager of Planning
Subject: Report – Five-Year Rolling Plan
Date: April 2, 2015

Manager of Planning Dave Struck and Natural Resources and Environmental Compliance Manager Paul Muelle will give a verbal update on the Five-Year Rolling Plan process at the April 9 Board meeting.