

AGENDA
Huron-Clinton Metropolitan Authority
Board of Commission Meeting
April 11, 2013 – 10:30 a.m.
Indian Springs Metropark – Environmental Discovery Center

1. Chairman's Statement
2. Public Participation
3. Minutes
 - A. March 14, 2013 – Regular Meeting Minutes
 - B. March 14, 2013 – Closed Session Minutes
4. Approval of Agenda – April 11, 2013

Consent Agenda

5. **Approval of Consent Agenda – April 11, 2013**
 - a. Vouchers
 - b. Purchases
 1. Garbage Truck – Stony Creek Metropark (pg.1)
 2. Lake Aquatic Chemicals – Stony Creek, Kensington, Willow Metroparks (pg. 3)
 3. Sodium Hypochlorite (Pool Bleach) – Lower Huron Metropark (pg. 5)
 4. Utility Tractor – Natural Resources Crew (pg. 7)
 5. Computers – All locations (pg. 9)
 - c. 2013 Roof Management Program Update (pg. 11)
 - d. Bathhouse Water Heater Replacement, Lake Erie (pg. 17)
 - e. Update – Wave Pool Mechanical Room Roof Scuttle and Access, Lake Erie (pg. 19)
 - f. Medicare Part D Subsidy (pg. 21)
 - g. Donations (pg. 23)
 - h. Legislative Report (pg. 25)

Regular Agenda

6. Update – Park Superintendents
7. Reports
 - A. *Lake St. Clair Metropark*
 1. Agreement – Lake St. Clair Community Sailing Center (pg. 27)

AGENDA
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7. Reports
 - B. Administrative Office**
 1. Agreement – Six Rivers Regional Land Conservancy, Lake St. Clair Metropark (pg. 51)
 2. Financial Statements – February (pg. 59)
 3. 2013 First Quarter Budget Amendments (pg. 61)
 4. Consulting Agreement – Financial System (pg. 65)
8. Other Business
9. Commissioners' Comments
10. Motion to Adjourn

The next regular Board of Commissioners meeting will be held Thursday, May 9, 2013 at 10:30 a.m. at Lake St. Clair Metropark at the Thomas Welsh Activity Center.

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



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Maria van Rooijen, Purchasing Agent
 Project No: ITB-13-012
 Project Title: Garbage Truck
 Location: Stony Creek Metropark, Macomb County
 Date: March 28, 2013

Bids Opened: Wednesday, March 13, 2013, at 2:00 p.m.

Scope of Work: Furnish and deliver garbage truck, cab and chassis unit, International 4300 SBA, with Pak-Mor packer body. The packer body of the existing 1999 GMC garbage truck (unit no. 445) is completely rusted out and is inoperable for this upcoming season. The cab and chassis are deteriorated also. Staff recommends the second low bidder Tri-County International. This is a 2013 budget item.

Bell Equipment Company (1)* low bid does not meet specifications.

<u>Vendors</u>	<u>City</u>	<u>Amount</u>
Tri-County International	Dearborn, MI	\$115,640.00
*Bell Equipment Company (1)	Lake Orion, MI	\$107,000.00
Bell Equipment Company (2)	Lake Orion, MI	\$123,000.00
Great Lakes Service Center, Inc.	Detroit, MI	\$124,000.00

*Bell Equipment Company (1) bid for the cab and chassis, Model Hino 268A does not meet specifications (battery, engine and frame).

INVITATION FOR BIDS WAS POSTED ON THE MICHIGAN INTER GOVERNMENTAL WEBSITE AND SENT TO 118 REGISTERED SUPPLIERS.

Recommendation: That the Board of Commissioners award ITB-13-012 to the low responsive, responsible bidder, Tri – County International in the amount of \$115,640.00 as recommended by Purchasing Agent Maria van Rooijen and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

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Meeting of April 11, 2013

To: Board of Commissioners
From: Maria van Rooijen, Purchasing Agent
Project No: ITB-13-014
Project Title: Lake Aquatic Chemicals
Location: Kensington, Stony Creek, and Willow Metroparks – Oakland, Macomb and Wayne County
Date: March 28, 2013

Bids Opened: Friday, March 22, 2013 at 10:00 a.m.

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

<u>Vendor</u>	<u>City</u>	<u>Amount</u>
Cygnnet Enterprises, Inc.	Flint, MI	\$255,420.30

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

Notes:

1. No other bids were received because Cygnnet Enterprises, Inc. is a master wholesale distributor and other chemical suppliers would be purchasing the product from Cygnnet.
2. The quantities are estimates only and are for the maximum allowable lake treatment area. The Authority is estimating purchasing approximately 25 percent or less of the total for the season.
3. Prior year expenditures are as follows: 2011 – \$55,000.00; 2010 - \$31,440.00; 2009 - \$48,000.00; 2008 - \$42,000.00; 2007 - \$32,000.00; 2006 - \$53,000.00; 2005 - \$32,000.00.

Recommendation: That the Board of Commissioners award ITB-13-014 to the low responsive, responsible bidder Cygnnet Enterprises, Inc. on a unit price basis for the maximum amount of \$255,420.30 as recommended by Purchasing Agent Maria van Rooijen and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

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Meeting of April 11, 2013

To: Board of Commissioners
From: Maria van Rooijen, Purchasing Agent
Project No: RFQ-13-013
Project Title: Sodium Hypochlorite (pool bleach)
Location: Lower Huron Metropark, Wayne County
Date: March 28, 2013

Bids Opened: Friday, March 22, 2013, at 10:00 a.m.

Scope of Work: Furnish and deliver an estimated 12,000 gallons of sodium hypochlorite to Lower Huron Turtle Cove for the 2013 summer operating season.

<u>Vendors</u>	<u>City</u>	<u>Amount</u>
OP Aquatics	Strongsville, OH	\$15,240.00
PVS Nolwood Chemicals	Detroit, MI	\$20,760.00
Alexander Chemical Corporation	Downers Grove, IL	\$22,200.00
Elhorn Engineering Company	Mason, MI	\$22,680.00

REQUEST FOR QUOTATIONS WAS POSTED ON THE MICHIGAN INTER GOVERNMENTAL WEBSITE AND SENT TO 36 REGISTERED SUPPLIERS.

Recommendation: That the Board of Commissioners award RFQ-13-013 to the low responsive, responsible bidder, OP Aquatics in the estimated amount of \$15,240.00 as recommended by Purchasing Agent Maria van Rooijen and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Maria van Rooijen, Purchasing Agent
 Project No: RFQ-13-015
 Project Title: Utility Tractor
 Location: Natural Resource Crew, Livingston County
 Date: March 28, 2013

Bids Opened: Tuesday, March 19, 2013

Scope of Work: Furnish and deliver a John Deere 5085M Utility Tractor, 70 PTO hp. The tractor will be used for brush hogging by the Natural Resource Crew and replaces two tractors, a 1980 and 1987 Ford Tractor. During the last five years, more than \$9,000 has been spent in maintaining these replacement tractors. Major repairs will otherwise be needed for the upcoming season, including new tires and fixing several oil leaks. This is a 2013 budget item.

The low bidder pricing is off the state of Michigan Contract 071B0200317, Grounds and Roadside Equipment. Other vendors bids and pricing is shown below.

<u>VENDORS</u>	<u>CITY</u>	<u>AMOUNT</u>
John Deere Company c/o Tri County Equipment	Marlette, MI	\$42,304.03
John Deere Company c/o Weingartz Supply Co	Farmington Hills, MI	\$42,369.24
John Deere Company c/o Bader & Sons Co.	South Lyon, MI	\$42,787.37

Recommendation: That the Board of Commissioners award RFQ-13-015 to the low responsive, responsible bidder, John Deere c/o Tri – County Equipment in the amount of \$42,304.03 as recommended by Purchasing Agent Maria van Rooijen and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

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Meeting of April 11, 2013

To: Board of Commissioners
From: Carol Stone, Administrative Services Manager
Subject: Purchase of Computers, All locations
Date: April 2, 2013

Included in the 2013 budget was the purchase of 10 laptop computers and 32 desktop computers. The equipment is needed to upgrade out-dated equipment and to expand computer availability throughout the Metroparks. It should be noted that employee access to a computer and printer is needed in order to fully implement the P-card program. All of the new computers will accommodate the anticipated upgrades to technology and the proposed Enterprise Resource Planning (ERP) system.

Both the proposals through the state of Michigan contracts and the Civitas proposal are for HP Compaq Elite 8300 CMT Desktop computers and HP Elitebook 8770w laptop computers.

<u>Tabulation</u>	<u>Desktops</u>	<u>Laptops</u>	<u>Total</u>
Civitas	\$27,168.00	\$17,800.00	\$44,968.00
State of Michigan Contracts:			
Civitas	\$36,620.80	\$23,292.50	\$62,913.30
EDS	\$47,902.72	\$30,384.70	\$78,287.42

A proposal was also requested from Tech Depot.

Recommendation: That the Board of Commissioners award the purchase of computer equipment to the low responsive, responsible bidder, Civitas in the amount of \$44,968 as recommended by Carol Stone, Administrative Services Manager and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Michael Brahm-Henkel, Asset and Development Manager
Subject: 2013 Roof Management Program Update
Location: All Metropark Locations
Date: March 28, 2013

In response to staff request, the firm of Roofing Technology Associates, Ltd. (RTA) has submitted the attached proposal dated March 1, 2013 to provide roof consulting services for major buildings throughout the Metroparks. RTA will provide these services for the lump sum fee of \$35,000, as stated in the proposal.

The scope of services for the program update includes 121 roof inspections of the major buildings in the Metroparks. The roofs of the relatively smaller buildings (typically including picnic shelters, comfort stations and utility buildings having shingle roofs) are periodically visually inspected by the Metroparks' engineering and maintenance staff.

Roof consulting services will include detailed visual inspections of each roof, infrared thermal scanning and moisture testing of low-slope roofs, roof system testing as needed, inputting of inspection results into a computerized roofing asset management system, preparation and submittal of a technical report addressing each roof structure (including drawings, photographic and inspection documentation), development of a numerical roofing condition index report, recommendations for corrective action, and prioritized recommendations for repairs, replacement and preventative maintenance, including project scope of work and estimated cost for each roof project.

The Roof Management Program Update is a continuation of the Authority's roof management program which was initiated in 2004 and last updated in 2008. The program provides a comprehensive system for roof inventorying, condition assessment, prioritizing of repairs and replacements, and development of a long-range roof asset management plan. The program's database includes a total roof area of approximately 617,000 square feet and covers 419 buildings. These buildings, and the roofs which protect them, represent a major investment in real property and equipment assets.

Since its inception, the program has guided the scoping, design and construction of approximately \$1.4 million of roof repair and replacement projects. In its initial years, the program tended to address major roof replacement projects, due to very poor conditions of many roofs in the Authority's inventory. As the program evolves, roof projects will tend to be of a preventative maintenance nature, thereby reducing costs.

Attachment: Proposal – Roofing Technology Associates, Ltd

Recommendation: That the Board of Commissioners approve the issuance of a Purchase Order to Roofing Technology Associates, Ltd., Inc. in the amount of \$35,000.00 for the 2013 Roof Management Program Update as recommended by Asset Manager Michael Brahm-Henkel and staff.



ROOFING TECHNOLOGY ASSOCIATES, LTD.

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

March 1, 2013

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

RE: ROOF MANAGEMENT PROGRAM UPDATE - 2013
Authority –Wide / 13 Metropark Sites
Huron-Clinton Metropolitan Authority
5 Metropolitan Detroit Counties, Michigan

Dear Ms. Martin:

In accordance with your request, we are pleased to present this proposal to provide **additional** roof consulting services for the Huron-Clinton Metropolitan Authority. This proposal has been prepared based upon our recent discussions, our development of the Phase I & II Roof Management Programs and our preparation of a 2008 Roof Management Program Update. The purpose of this correspondence is to outline our proposed scope of services and to provide you with a fee for our services. We trust that you will find this proposal acceptable and will retain our firm to perform the requested roof consulting services.

In a continuing effort to proactively manage the roofs of the Huron-Clinton Metropolitan Authority, you have requested this proposal for a Roof Management Program Update. As you are aware, the Phase I & II scope of work which has been previously accomplished included 147 roof areas on 109 buildings and a total of approximately 603,000 square feet of roof area. The scope of work for the Phase II Roof Management Program also included data entry of 319 minor structures located in the 13 Metroparks.

The 2008 Roof Management Program Update produced a database of 419 buildings. Visual roof condition surveys were conducted on 111 buildings which included 145 roof areas. A total roof area of approximately 617,000 square feet was surveyed in 2008.

The purpose of the roof consulting services proposed for this update (2013) will be to provide a visual roof condition survey of the 121 (*revised number of buildings*) buildings to determine existing roof conditions in order to develop remedial work recommendations for the next several years.



We propose to provide the personnel and expertise necessary to visually examine the existing roof conditions, analyze and evaluate the conditions in order to develop general recommendations for remedial work and establish a summary of remedial work required to resolve existing roof problems. This information will be prioritized and formulated and added to the current Roof Management Program. Cost estimates will be provided for remedial work as required.

RTA will continue to utilize the computerized roofing maintenance system entitled: ROOFER: An Engineered Management System for Bituminous Built-Up Roofs to assist us in producing the roof management program update. This developed system provides a practical decision-making procedure which will identify problems and select maintenance and repair strategies for roof systems of various types.

In view of these considerations, our roof consulting activities will include the following specific items of work:

1. Visually examine the designated roof membrane surfaces, base flashing systems at walls and curbs, penetrations, sheet metal accessories, and roof top equipment and supports, as well as interior building areas, in order to assist in evaluating the overall general conditions of the roof systems.
2. Perform nondestructive moisture detection surveys on various low-sloped roofs which have been previously surveyed. These buildings contain one or more roof areas which we have determined from previous involvement have roof systems where moisture detection is feasible and beneficial in determining the remaining service life of the roof system. We will also survey any new low-sloped roofs built since 2008. An infrared thermal scanning and imaging system will be used to perform on-the-roof moisture surveys. Areas which are determined to contain substrate moisture will be marked on the roof surfaces.
3. Moisture probes will be made at selected locations to assist in confirming the presence of entrapped moisture. Destructive moisture probes will be repaired with compatible roofing materials in order to maintain the integrity of the roof systems.
4. A written technical report will be developed to include each roof area of each structure in accordance with the project requirements. The report will present the following items:
 - Scaled roof plan drawings (already produced) will be updated to designate newly determined substrate moisture. We will also develop roof plans for those buildings built since 2008.
 - Section Inventory Reports will be updated for the roof areas which have been reroofed since the inception of the current Roof Management Program. The updated Section Inventory Reports will describe the current roof area designation, roof type, roof age, square footage, warranty information, etc. New Inventory Reports will be developed for new buildings built since 2008.



- Visual Inspection Summary Reports will be updated indicating the distresses found, the Roof Condition Index and rating recommendations.
- Maintenance, Repair & Replacement Analysis Reports will be updated providing recommendations for corrective action based on the Roof Condition Index, cost estimates and additional service life for each roof area.
- Photographic documentation of roof areas which have been reroofed since the inception of the current Roof Management Program depicting typical on-site conditions. New buildings will also be added.
- Priority Roof Replacement Schedules will be updated based upon the Roofer Program recommendations and the visual roof condition survey recommendations for the remedial work required based upon a five (5) year roof management program. List of the individual roof areas, square footage and costs for each year.
- The Roof Condition Index Report will be updated listing the roofs area by area from the lowest to the highest Roof Condition Index.

The revised reports and cover letters will be incorporated to update and make the existing Roof Management Program report current.

We have included time in our proposal to attend a meeting with you and your representatives following your review of the Roof Management Program Update for 2013.

Ron Kinne, RRC will continue to serve as Project Manager on this project. Other staff members will be assigned to the project once the project schedule is formalized. It is understood that you wish to proceed with development of the Roof Management Program Update in 2013.

PROFESSIONAL FEES

Based upon the proposed work outlined herein, our roof consulting services, including all field work, database modifications and report modifications will be accomplished for the following professional fee:

LUMP SUM – ROOF MANAGEMENT PROGRAM UPDATE..... \$35,000

Charges for any additional services and personnel which may be required by your organization including specially requested meetings will be based upon the fees and rates which have been previously agreed upon with your organization.

If it appears that the scope of work and associated fees for the proposed work will exceed the scope and fee indicated above, we will immediately contact your office in regard to any needed modifications. No additional work will be performed unless authorized by your office.



Our Roof Management Program Update will take approximately 90 - 120 days to develop. The nondestructive moisture survey (infrared) portion of our field work is dependent upon favorable weather conditions and having dry roof surfaces.

We appreciate this opportunity to submit our proposal for your consideration. Please indicate your acceptance of this submittal by issuing a purchase order to us to proceed. Please do not hesitate to call us should you have any questions or comments regarding this submittal. Thank you.

Sincerely,

ROOFING TECHNOLOGY ASSOCIATES, LTD.

Ronald D. Kinne, RRC
Project Manager

Michael V. Mathers, RRC
President

RDK/MVM/lab

Attachment



HURON-CLINTON METROPOLITAN AUTHORITY

5 - d
Meeting of April 11, 2013

To: Board of Commissioners
From: Mike Brahm-Henkel, Manager of Assets and Development
Project No.: 712-13L
Project Title: Bathhouse Water Heater Replacement
Project Type: Major Maintenance
Location: Lake Erie Metropark
Date: March 28, 2013

Bids Opened: Thursday, March 21, 2013 at 2:00 p.m.

Scope of Work: Remove existing boiler and three (3) insulated hot water storage tanks and replace with new boiler, two (2) insulated storage tanks, including piping, controls and appurtenances. Existing storage tanks are leaking and irreparable; existing boiler is aged, deteriorated and at risk of failure.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Contrast Mechanical, Inc.	Macomb Township, MI	\$47,700.00
J.T. Maurer Building Company, Inc.	Plymouth, MI	\$49,890.00
Pleune Service Company	Grand Rapids, MI	\$54,000.00
Erie Welding & Mechanical Contractors, Inc.	Erie, MI	\$54,900.00
Temperature Services, Inc.	Livonia, MI	\$60,800.00
Monroe Plumbing & Heating Company	Monroe, MI	\$65,935.00
Total Budget Amount for Contract Services and Administration		\$50,000.00
Proposed Work Order Amount		
Contract Amount – Contrast Mechanical (Rounded)		\$48,000.00
Contract Administration		<u>\$ 2,000.00</u>
Total Proposed Work Order Amount		\$50,000.00

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

Recommendation: That the Board of Commissioners award Contract No. 712-13L to the lowest responsive, responsible bidder, Contrast Mechanical, Inc., in the amount of \$47,700.00 as recommended by Assets and Development Manager Brahm-Henkel and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Mike Brahm-Henkel, Manager of Assets and Development
Project Title: Update – Wave Pool Mechanical Room Roof Scuttle and Access
Project Type: Major Maintenance
Location: Lake Erie Metropark, Wayne County
Date: March 28, 2013

Scope of Work: Construct two access shafts and scuttles in the roof of the Wave Pool mechanical room; reinforce the existing wood roof structure; provide permanent, operable rooftop access hatches and related work. The wave pool mechanical building, including all installed equipment, was constructed in 1982. The pool circulation vertical turbine pumps were installed with no means of removing or replacing them. Access shafts and scuttles are necessary to facilitate the removal and replacement of the turbine pumps.

Pump replacement was authorized at the March 14, 2013 Board meeting. Also, pre-authorized at that time (due of the tight project schedule) was the issuance of a Purchase Order to the lowest responsive, responsible bidder for constructing the access shafts. Staff stated at the March Board meeting that bids for the Roof Access project were being solicited, that the project would cost approximately \$20,000, and that a follow-up report would be provided on this project at the April 11, 2013 Board meeting.

Bids were received as tabulated below. The lowest responsive, responsible bidder was B. Sarkett Construction Co., and a Purchase Order has been issued.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
B. Sarkett Construction Co.	Woodhaven, MI	\$19,071.00
Brock & Associates, Inc.	Novi, MI	\$19,400.00
Boss Construction, Inc.	Taylor, MI	\$20,890.00
Envision Builders, Inc.	Wixom, MI	\$24,890.00
VJM Design and Build Corp.	Waterford, MI	\$25,730.00

Recommendation: That the Board of Commissioners receive and file Wave Pool Mechanical Room Roof Scuttle and Access report as recommended by Manager of Assets and Development Brahm-Henkel and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

5 - f
Meeting of April 11, 2013

To: Board of Commissioners
From: Carol Stone, Administrative Services Manager
Subject: Medicare Part D Subsidy
Date: March 28, 2013

The Authority has received a payment in the amount of \$29,096.10 as a reimbursement for the Medicare Part D Prescription Drug Subsidy Program for the third and fourth quarters of 2012. Total payments received for claims in 2012 totaling \$38,234.32.

As part of the Authority's effort to pre-fund retiree health care benefits and in accordance with Board action taken in 2005, funds received under Medicare Part D Subsidy in the past have been transferred into the Retiree Health Care Trust Fund. It is my recommendation that the \$29,096.10 received, as well as any future reimbursements received during 2013, be transferred into the Retiree Health Care Trust Fund. Future payments received will be reported to the Board.

Recommendation: That the Board of Commissioners approve the transfer of \$29,096.10 to the Retiree Health Care Trust Fund and direct staff to transfer all Medicare Part D Subsidy reimbursements received in 2013 into the Retiree Health Care Trust Fund as recommended by Administrative Services Manager Carol Stone and staff.



HURON-CLINTON METROPOLITAN AUTHORITY

5 - g
Meeting of April 11, 2013

To: Board of Commissioners
From: John P. McCulloch, Director
Subject: Donations
Date: March 28, 2013

The following donations were received through March 31, 2013:

1. Jazz Running (c/o Bob and Katie Jazwinski) made a \$1,795 cash donation to be used as needed at Hudson Mills Metropark.
2. Steve Malinak made a \$500 cash donation to be Hudson Mills Metropark.
3. Robert Zewatsky made a \$300 cash donation for a bench in memory of Charlie Bartlett to be placed at the Indian Springs Golf Course.

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

GEORGE M. CARR, P.C.

ATTORNEY AND COUNSELOR

327 SEYMOUR

LANSING, MICHIGAN 48933

(517) 371-2577

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gmcarr@carrlawfirm.com

Mr. Anthony Marrocco, Chairman
Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
Brighton, Michigan 48114-9058

April 1, 2013

Dear Chairman Marrocco:

On March 27, 2013 Governor Snyder signed SB 233 into law as Public Act 13 of 2013 authorizing nearly \$1 million in project funding for the Metroparks. The funds for harbor dredging and Trust Fund projects are available immediately pending

Earlier in the year, on January 9, 2013 the Governor signed SB 1008 into law reestablishing the Water Withdrawal Conflict Resolution program in the MDEQ. This program provides for state brokered dispute resolution when a high capacity water well is alleged to have impacted a small, usually residential, drinking water well. Public Act 602 of 2012 has one important difference from the older program. The new Act provides for voluntary program participation by large well owners as opposed to the mandatory binding arbitration process of the former program.

The Authority maintains over 100 water wells in the park system ranging from small hand pumps to large irrigation systems. While it is unlikely such a dispute would be successfully initiated by a homeowner against the Authority, all the ground water rights of the HCMA have been preserved in the new Act.

The Legislature will reconvene on April 9th with full sessions up to the summer recess in late June.

Respectfully submitted,



George M. Carr

**HURON-CLINTON METROPOLITAN AUTHORITY**

To: Board of Commissioners
From: Susan H. Nyquist, Chief Planner
Subject: Agreement – Lake St. Clair Community Sailing
Location: Lake St. Clair Metropark, Macomb County
Date: March 28, 2013

The Lake St. Clair Community Sailing (LSCCS) is new non-profit sailing center hoping to locate at Lake St. Clair Metropark. The objective of the program is, (1) to increase awareness of sailing and other non-motorized water sports; and (2) provide sailing lessons at Lake St. Clair Metropark. The Lake St. Clair Community Sailing has been formed by sailing enthusiasts hoping to revive the sport and introduce the public to other non-motorized water activities. They hope to make sailing physically and financially accessible to the public by providing learn-to sail programs and boat use at a reasonable rate.

If given the opportunity the LSCCS would conduct fee based lessons including an introduction to sailing, kayaking, and paddle boarding, a junior sailing program, an adult sailing program/rental, and adaptive sailing and kayaking. The LSCCS will provide all water craft, storage, and instructors. As students become certified, they will have access to use water craft at no additional cost. Administrative and park staff approve of the partnership and recommend entering into a three year operating agreement with LSCCS.

This agreement has been reviewed by legal counsel, Miller Canfield.

Attachments: **Lake St. Clair Community Sailing Proposed Business Plan
Use Agreement**

Recommendation: That the Board of Commissioners approve the agreement with Lake St. Clair Community Sailing as recommended by Chief Planner Nyquist and staff.

Lake St. Clair Community Sailing

Proposed Business Plan

The following outline is a proposed business plan for a new non-profit (501(c) (3) sailing center to be located in the Huron-Clinton Metropark Authority system of the Lake St. Clair Metropark.

1.0 Executive Summary

1.1 Objectives

There are two primary objectives for this program.

- Increased awareness by the general public of the Great Lakes state of Michigan about sailing which includes kayaks, safe water recreation, sailboats, and adaptive equipment for those differently-abled. Sailing is the ultimate “green” sport, designed for all ages, and without regard to gender or abilities. Non-motorized watercraft are powered by wind energy and physical exercise.
- Provide availability to learn to sail in the Huron-Metropark system of the Lake St. Clair Metropark and to make sailboats and other non-motorized watercraft available for day recreation.

1.2 Mission

The mission of Lake St. Clair Community Sailing (LSCCS) is to raise awareness of sailing and to provide sport availability. Much like Metro Parks provide water access to the general public, the LSCCS mission is to provide sailing access to the general public. This necessitates going outside of the yacht club community and the boating community to reach the general public. This program makes sailing available to everyone. It provides learn-to-sail programs and makes boats available at a reasonable rental rate.

1.3 Keys to Success

To be successful, this non-profit venture will need to ...

1. Attract a broad spectrum of participants outside of the existing boating community.
2. Provide an affordable experience, thereby increasing inclusiveness of the sport for all ages, families, and abilities.
3. Be within easy access to the Lake St Clair tri-county population.
4. Formalize an operating partnership agreement with the Huron-Metro Parks system.
5. Enlist private supporters, area yacht clubs, foundations, corporations and vendors to provide start up funding.

2.0 Project Summary

2.1 Non-Profit Status

The LSCCS has applied for non-profit status and it is anticipated that this will be received shortly.

2.2 History of Development

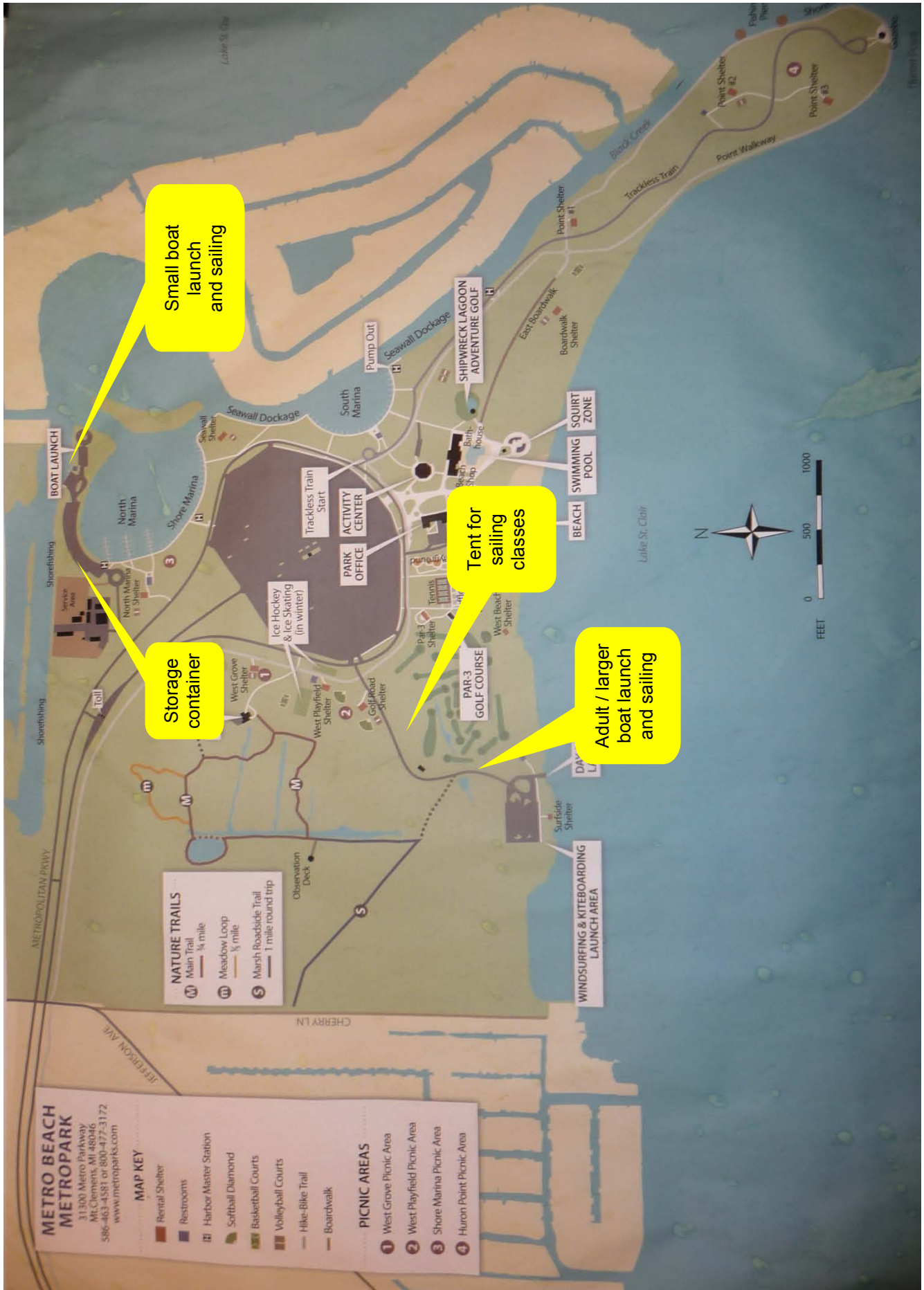
The general population views sailing as a sport available for only those who can afford to own a sailboat. The sailing community realizes this is a fallacy and sailing can be available to those near open water. This project strives to expand this water sport beyond private boaters and clubs. The project is headed by a board of directors who are long time boaters, with knowledge of the local community resources, and a passion for sailing. They believe that boating is a family oriented sport that accommodates boaters of all skill levels, and has a natural progression of skill up to and including the Olympics and America's Cup racing.

2.3 Summary of Location, Facility, and Hours of Operation

The proposed site of this program is located directly on Lake St. Clair, at the Huron-Clinton Metropark, formerly known as Metro Beach. This Metropark is located at the east end of Sixteen Mile Road in Harrison Township, of Macomb County. Easy access is available by local freeways. The park is comprised of beaches, eight (8) boat launch ramps, an Olympic swimming pool, adequate parking, a lagoon with a protected water way as well as woods and trails. The park is one of 13 metroparks operating in five counties surrounding metro Detroit. It is not operated by the state park system and is funded by separate entrance fees, fees for certain sports (i.e. golf, boat launch), and government grants. Approximately 1.3 million vehicles enter the park each year, with highest attendance for interpretive programs (170,574) and the swimming pool (62,200). The largest revenue generators are the pool (\$183,400) and the marina (\$103,550).

The Lake St. Clair Sailing Center would utilize two existing locations: the North Basin lagoon and the Day Sail Launch. The North Basin lagoon would host the junior sailing program, as well as kayaks and paddle boards. The Day Sail Launch would be home to the adult program, Jet Ski area and Hobie Cat sail boats. The maintenance yard adjacent to the contained overflow lot would house a large storage container for the boats and equipment used in the community sailing program. An all-weather tent would be installed to provide a central location for sailing classes (see park map).

The hours of operation are designed to meet the highest demand of eager students and experienced water craft patrons. The program would start in May and operate until the end of September. Junior Sail Programs would operate from 9:00a.m. – 5:00p.m., Monday through Friday. The adult Learn to Sail Program would operate Wednesday – Friday evenings from 3:00p.m. to sunset, with additional classes on weekends. Equipment would be available when classes are held and on weekends from 9:00a.m. until sunset.



3.0 Services Provided

3.1 Services Description

Four services will initially be provided for park patrons:

1. Introduction to sailing, kayaking, and paddle boarding. This will include learn-to-sail programs for a variety of watercraft. Instructors will be certified by U.S. Sailing and have experience instructing both adults and children. The adult program will be one night a week for 15 weeks, including one all day classroom session.
2. Junior Sailing Programs. An intensive summer program that teaches children and teens how to race sailboats will be held for eight weeks each summer. This five day a week program will allow students of high schools with sailing programs to improve their competitiveness and provide training for those high schools new to this exciting sport.
3. Adult Sailing. A boat use program will provide opportunities for adults who have proven their sailing competency to use non-motorized boats by the hour or by the day. Proficiency will be demonstrated through a test administered by program instructors on Saturdays or Sundays. Upon approval, a sail card will be issued.
4. Adaptive Sailing/Kayaking. Several boats will have adaptive equipment that will enable differently able individuals to participate in the sport of sailing. Instruction will be available and proven competency will permit equipment rental.

Long term, this program will seek a core membership of trained skippers, who hold membership cards that support the sailing center and provide rental fees. This will expand the participation to ultimately include after school sailing events, corporate events, family parties, team building as well as private small group lessons.

3.2 Comparison to Like Facilities Nationally

Learn to sail programs are available where ever there is a large body of open water. Most of these programs are located in private yacht clubs and require club membership. Several for-profit programs are open to the public but cost several thousand dollars for a week long intensive sailing course.

There are two non-profit sailing programs worth reviewing: Traverse Area Sailing Center (TACS) in Traverse City, Michigan and the U.S. Sailing Center of Martin County, Jensen Beach, Florida. Both of these facilities are dedicated to teaching basic sailing and racing in small boats (Less than 25 feet) and dinghies.

The Traverse Area Community Sailing program (www.tacsailing.com) was founded in 1994 to encourage local youth to learn to sail. They located in a newly developed park next to the sewage plant and had a Port-a-Potty and a towed-to-the-site school bus for offices. The first summer of operation saw 34 middle school and high school students learning to sail. Since that time, they have formed a racing team for sailors who want to go on sailing after they have mastered classes. Their fleet of boats is at 56 and they have a building that houses their sailing center. Their summer program has grown to 250 students. They have won national recognition for their success in bringing sailing to youth.

The U.S. Sailing Center of Martin County (www.usscme.org) is located in Florida and was started two years before the TACS program began. They originally located on the Jensen Beach Causeway. Six years later they moved into a facility on the Indian River in a county park. To accomplish this numerous volunteers and area sailors contributed to the capital campaign.

The USSCMC does not indicate the size of membership. They do note on their site that they are recovering from Hurricane Sandy and need help in repairing high tide water damage, shoreline erosion and the facilities because they expect more than 1,000 visitors between December and March. They offer a wide range of classes including windsurfing, family sailing, volunteer instructor certification, and regattas.

Area private clubs offer junior sailing and adult sailing programs for their members (Detroit Yacht Club, Bayview Yacht Club, North Star Sail Club, Crescent Sail Club, and Lake Shore Sail Club). In depth discussion has been held with North Star Sail Club regarding partnering with the LSCCS for delivery of their summer youth sailor training program. They are ready to proceed with this program.

3.3 Partners in Developing Project

The LSCCS will form partnerships with several key organizations and individuals to make the sailing center a viable reality.

1. Huron-Clinton Metropark Authority. This strong regional system focuses on recreation in the five counties surrounding Detroit. They currently have six parks with boat launches and four with boat rentals. The Lake St. Clair Metropark only offers boat launches. Learning to sail is a new venture and a natural complement to their already vibrant marina and aquatics venue.
2. U.S. Sailing Program. This national non-profit provides training materials for sailing students and certifies instructors. Use of their products assures a high level of competence in both teaching/training and student proficiency. It is the intention of the LSCCS to utilize this system in all practices.
3. North Star Sail Club. This local private club was formed in 1946 and has a membership of 250. It maintains a clubhouse and boat dockage facility near the mouth of the Clinton River. The NSSC has indicated an interest in transferring their summer junior sailing program over to the LSCCS program. They would support this program through equipment donation and financial support.
4. Local Universities. Several local colleges have sailing programs (Michigan State University, University of Michigan). It is likely they would be interested in offering a one credit Physical Education credit for a learn-to-sail program. This offering could be expanded to Oakland University and Wayne State University.
5. Local High Schools. Several high schools in the area offer sailing as a club sport. Additional high schools have not been able to start a club due to lack of available facilities and equipment. The LSCCS would be able to open those doors for prospective sailors.

3.4 Capital Equipment and Potential Sources

Training Boats and Equipment:

A modest investment of \$65,978 is needed in capital equipment. This will purchase 14 boats of which 11 are sailboats. All equipment is made in the United States. Purchases are detailed as follows:

Six each, 11-foot **Picos**: safe, simple, training sailboats for 1-2; rig one sail or two; suitable for children, teens, small adults. Known for durability; easy to right (turn right side up if the boat flips).



Two each, 13-foot **Waves**: high volume, modern catamarans with boomless rigs, particularly safe and stable for larger, less agile bodies. Easily sailed singlehanded, or will carry up to 800 pounds. Mast floats prevent turtling (flip upside down) and ease righting. Suitable for adults or teens. Includes tiller extension.



Three each, **Catalina 16.5** daysailers: conventionally rigged, sturdy, roomy, and uncluttered. Comfortable and safe for 2 – 5 adults, or families. Flotation panel included (to prevent turtling). Each with two-tone deck, jib furling, mainsail reefing, and transom mounted ladder, mooring eyes, kickup rudder, full cover.



Three Trailers, galvanized and properly fitted for launching, movement and storage of Catalina 16.5s

Five Seitech dollies for launching (two for Waves, three for Picos).

Three **Konas**; durable and safe, sit-on-top kayaks, suitable for 1 – 2 paddlers; each Kona accommodates 425 pounds, and includes two paddles. One plug-in dolly included per three kayaks.



Safety Equipment:

- 20 comfortable, adjustable-fit life vests with whistles, for use by participants
- Bow, tow, and dock lines (600 feet 5/16-inches double braided nylon) Safety throwables on 16-foot boats.

Note: These boats should be ordered in the Fall of 2012 to insure 2013 delivery and prices quotes, if not prices should increase by 3 percent.

Miscellaneous Equipment

- Metal storage container for equipment. These containers are generally seen on trucks and railroad cars. They have been successfully used for storing sailing equipment by other programs. Cost of a used container is estimated to be \$1,500.
- Large weatherproof tent. This tent will be erected in a location to be determined, and will allow classes to be taught during inclement weather and in the evenings. Rental or purchase of this piece of equipment remains unknown. Purchase is estimated to cost around \$2,000.

4.0 Market Analysis

4.1 Industry Analysis

The sport of sailing suffers from two basic problems: awareness and availability. People don't think about sailing. Sailing does not get written up in the local sport pages like other sports. When asked about interest in sailing people typically respond "I would be interested but I never thought about it and besides where would I go".

Nationally, like many other sports such as golf, sailing has declined. This has been attributed to current 30 and 40 year olds (Generation X) having many pulls on their recreation time.

Michigan is well positioned to excel at sailing. Interestingly, Michigan is third in the nation for most registered boats, following California and Florida. This is likely due to the fact that Michigan has more coast line and fresh water than any other state. Sailing is also a "green sport" and does not consume or contaminate natural resources. It improves physical fitness by increasing strength, endurance and flexibility. It is mentally challenging as it requires knowledge and reasoning to successfully navigate.

4.1 Local Market Needs

The majority of sailing activity in southeast Michigan is at private yacht clubs. Some of these clubs have Junior Sailing and adult programs open to the public but by the nature of private clubs they do nothing to raise the awareness of the sport. The single exception is Crescent Sail Yacht Club that does some minimal advertising in the Grosse Pointe area and fills their adult program indicating what minimal advertising can accomplish.

A major need is sailing for families. Families want to learn to sail with their children. Fathers can take their sons and daughters out to learn a lifetime skill together. Mothers and sons can race against same skilled teams. Day sailboats are ideal for this purpose and can be made available to the public for a reasonable fee.

Many sailors are unaware that one of the better sailors of the annual Bayview Port Huron to Mackinac race is wheelchair bound. He is the owner of the larger sailboat and has adapted it to allow him to be the helmsman (steers the boat). This is an example of how differently-abled individuals can participate in this sport. Unfortunately, most clubs are not able to adapt equipment to meet the needs of the differently-abled. The LSCCS will purchase adaptive equipment to open sailing to people of all abilities through grant funding.

4.2 Local Market Trends

High school sailing was sadly neglected in Detroit. Until 2009 there were three high school sailing programs in southeast Michigan. Through the efforts of the head of North Star Sail Club Jr. Sailing three new high school programs have been added and more are expected. When asked why they didn't have a program we got the expected response "We never thought of it and we didn't know where to go."

4.3 Main Competitors

The primary competitor of this program is the demand placed on the time of individuals interested in pursuing sailing. This includes work, school, and family commitments, other sports like golf and hiking, and the ability to schedule several hours at one time to pursue this activity.

One similar non-profit program exists in the Detroit area. The American Sailing Institute was formed in the 1960's as part of the American Youth Hostels and became a separate organization in 1992. They have seven day sailboats on Kent Lake and four like boats at Stony Creek. These are both Huron-Clinton Metroparks. They also keep three 30 foot boats at Jefferson Marina and these boats sail throughout the Great Lakes. They have a sailing program for individuals 16 and over. They do not accommodate junior sailing programs, are not known for sailboat racing, and do not have adaptive equipment. The cost of the Level 1 program is \$363 and includes classroom instruction, water instruction, materials, and the Student Sail Pass, which allows unlimited practice sails with a rated member of ASI.

4.4 Potential Growth

As an adventure sport, sailing has some strong features going for it:

In a time of environmental awareness, sailing is the "greenest" of sports using only the wind and water. The carbon footprint is non-existent in this organic, conservation friendly sport. Michigan has wonderful natural shorelines and is friendly to boating. Sailing is the most coed of sports. From the Junior sailing programs to national championships women compete on an equal basis with men. It is a summer Olympic sport. The America's Cup match races are watched world-wide.

Sailing is a family sport the entire family can enjoy together. It accommodates different skill levels and promotes team work to accomplish the sail plan.

The recent recession has resulted in decreased travel and increased "stay-cations." As gas prices increase, people stay closer to home. The easy availability of watercraft programs provides the desire to stay within local communities. Since population density is high in the catchment area of the LSCCS, this program can meet the needs of those who are looking for adventure close to home.

Sailing is a sport that can be enjoyed through out one's life. In contrast, ask one hundred 17-year-olds how many of them will be playing football when they are age 25. The answer is less than .1 percent.

5.0 Implementation Plan

5.1 Design Stage

The program laid out in this business plan has been under development since 2010. See above: History of Development Section 2.2. In 2012 it was decided to develop the program in earnest. This involved creating a 501 (c) (3), electing a Board of Directors, preliminary discussions with Huron-Clinton Metropark Authority leaders, and developing this business plan.

5.2 Build Stage

The actual implementation of this program will depend on two critical path items that must be completed prior to actual program implementation.

1. A letter of agreement with the Huron-Clinton Metropark Authority must be developed and put in place allowing the LSCCS to operate on the grounds of the Lake St. Clair Metropark.
2. The LSCCS must raise \$100,000 in funding to purchase initial equipment and hire staff. A lead donor must be identified and encouraged to provide a significant gift for this project. This initial donation should be substantial and encourage others to give to the program. Following the lead gift, various private donors will be approached to provide financial support for the initial capital purchases. Area yacht clubs will be approached to request support for this program. Lastly, grants will be written to Foundations and corporations, requesting financial support.

Once 75 percent of funds are raised, the LSCCS will begin to purchase equipment and hire staff for the summer program. It is estimated that the first program will be held in May of 2013.

5.3 Marketing Plan for Participant Recruitment and Instructors

Initial plans for marketing start with hiring a local agency to develop a logo that can be used to identify the LSCCS and is easily recognized. The talents of the Center for Creative Studies (CCS) in Detroit may be used for this purpose.

Participant recruitment will be designed to reach outside of the current sailing community to include communities in Macomb and Oakland counties. This will be primarily print materials and posters. It is also anticipated the Huron-Clinton Metroparks will support this out reach effort through listing services on their website and promoting the program in news releases and other print material. Promotion of the program on cable TV and local radio spots will be pursued. Social marketing on both Facebook and Twitter will be included to reach those potential sailors who are 20 to 40 years of age.

Staff for program operation and instruction will be recruited through local college sailing programs. A director and two assistants will be required to cover classes and oversee the sailing center. Volunteers will be recruited though the existing sailing community and future program graduates.

5.4 Implementation Timetable

See attached timetable, detailing implementation plans.

5.5 Web Plan Summary

Once the business plan is complete and a logo is designed, a robust web site can be developed. A skilled individual, who is a sailor, has been identified to design the website and provide routine maintenance.

5.6 Website Marketing Strategy

By creating our own website and using the latest in electronic marketing techniques we will target some specific populations: Tech savvy 20 – 40 year olds, net surfers over the age of 40, and high school and college students looking for a challenge.

Outdoor and fitness minded people will be reached directly by advertising at stores like REI, Gander Mountain, Cabella's, YMCA and various fitness centers.

Baby Boomers who are retiring in large numbers have some disposal income and may be looking for some new adventure. We will advertise in AARP publications and visit senior activity events and centers.

5.7 Development Requirements

To develop a website, a domain name will need to be selected as well as a host site. The web master will be responsible for developing the content of the website as well as maintaining the site. Initially the site will be simple and straightforward, explaining the program, associated classes and costs. Ideally the site will have the capacity to sign people up for classes and take credit cards through a secure site. This will involve a partnership with a company who specializes in credit card processing and may not be initiated until year two.

6.0 Management Summary

6.1 Organizational Structure and Board

The LSCCS non-profit is structure to have a Board of Directors as the ultimate fiduciaries and holding responsibility for all operations of the organization. The 9 person board is structured to have a President (Jim Rodgers), Treasurer (Howard Iwrey), and a Secretary (Ted Everingham). The remaining members at large are Connie Allen, Karen Fink, Richard King, Kevin Mitchell, Lindy Rymill, and Dan VandenBossche. Meetings of the Board are held regularly according to organization bylaws. Minutes of each meeting are recorded and available on request. No Board member receives pay for services provided. All are community leaders and business owners with substantial sailing experience.

The organization has an EIN.

6.2 Day-to-Day Management Team

During the winter, the day to day management of the organization is overseen by the Board. Annually a Board member is designated to return phone calls and answer emails to the organization. The Treasurer is responsible to collecting instruction fees and providing receipts.

In the summer paid instructional staff covers the programs offered and rents boats through out the days that the program is open. The instructional staff works closely with the Board to schedule class and students to maximize learning and revenue. Instructors and volunteers teach shore school, in order to enhance student learning on the water.

Once sailors have passed an on the water proficiency test, they are able to purchase a LSCCS membership card for \$300. This entitles them to be able to rent a boat by the hour or the day, and to take non-members out for a sail. A schedule of fees is under development.

6.3 Management Team Gaps

Since this program is not yet in operation, no gaps have yet been identified. When those gaps are found, the Board will meet to resolve those in the best manner possible.

6.4 Use of Volunteers

Volunteers will be a key component of smooth program operation. Membership will require a number of hours of volunteer commitment to receive a reduced membership fee. Volunteers will provide assistance in scheduling classes, answering questions and emails, renting boats, and providing support to the program. Volunteers holding skipper cards will be offered opportunities teaching shore school classes, sailing with students as they practice sailing, maintaining and repairing boats.

6.5 Organizational Chart

See attached organizational chart for details.

7.0 Financial Plan

7.1 Projected Profit/Loss Year 1

Year 1 Operational Revenue	Income	Total
30 Adult Learn-to-Sail students @\$600 each	18,000	
10 Sailing cards for Sail-Your-Own-Boat @\$300	3,000	
North Star Sail Club Jr. Sail Program fees	12,000	
North Star Sail Club Program management fees	8,800	
		\$41,800
Year 1 Expense Revenue	Expense	Total
1 Manager/Instructor: April - September	25,000	
1 Full Time Instructor: May - September	7,500	
2 Part Time Instructors: July - August	6,000	
12 months phone service @ \$50 per month	600	
Web site expenses @ \$25 per month	300	
Marketing expenses	2,400	
		\$41,800
Profit/Loss		\$0

7.2 Projected Profit/Loss Year 2

Under development.

7.3 Capital Budget, Yr 1

The original capital budget developed in 2011 projected equipment costs of \$65,978. To allow for price increases these costs have been increased by 5.7 percent to \$70,000. This money would be used to purchase 14 boats, launch trailers and dollies, and safety equipment. Lifts for differently-abled individuals will be purchased with dollars from grants that are outside of this initial budget number.

Raising money for this investment will come primarily through private donations, corporate donations, and grant monies. Capital purchases will be ongoing and will require continuous fundraising efforts to meet growing demand and replace worn out or damaged equipment..

7.4 Budget Narrative including Assumptions

The proposed first year breakeven budget is based on the following assumptions.

1. 30 adults will become sailing students and pay \$600 for the course. This is based on one night a week for 15 weeks, with programs operating three nights a week. This will allow 10 students per evening and require two instructors.
2. 10 adults will choose to purchase a sailing card that will allow them to sail a LSCCS boat for \$300 a season.
3. North Star Sail Club will partner with the LSCCS to deliver their junior sail program. This will result in a revenue stream of \$20,800 in the first year. It will also require four instructors for an eight week period.
4. \$70,000 can be raised for capital equipment.
5. The Metroparks will financially benefit by collecting additional revenue through annual park pass fees from LSCCS students and members.

AGREEMENT
Huron-Clinton Metropolitan Authority
and
Lake St. Clair Community Sailing

THIS AGREEMENT (“Agreement”) entered into on the _____ day of _____, 2012, by and between Huron-Clinton Metropolitan Authority (the “Authority”) and Lake St. Clair Community Sailing, 46060 Private Shore Drive, New Baltimore, MI 48047 (“**LSCCS**”) (collectively, “**Parties**”).

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

LSCCS’s Duties. LSCCS shall:

- a) Provide and operate a Community Sailing and sailing school at Lake St. Clair Metropark (LSC) at the locations as hereinafter defined.
- b) Set up at the site designated at the location, as hereinafter defined, including but not limited to providing a storage container, securely anchored. The facility will be set up at the following location (“**Location**”):

**Maintenance Yard/Overflow Parking Lot and the Day Sail Launch at
Lake St. Clair Metropark, Harrison Township, MI**

- c) Operate a non-profit organization dedicated to facilitating affordable sailing opportunities to the residents of southeast Michigan.
- d) Provide fee based services and instruction including (1) introduction to sailing, kayaking and paddle boarding, (2) junior sailing, (3) adult sailing, and (4) adaptive sailing and kayaking.
- e) LSCCS shall operate commercial quality equipment in good condition and free from material defects at the location specified. Such operations shall be in an environment of complete cooperation with Authority personnel especially when and where facilities will be operated in concert with Authority employees. Good, prompt and efficient service adequate to meet all the demands for service at the location subject to this Agreement shall be furnished. LSCCS shall, at all times, comply with the all applicable laws and regulations of the United States, the state of Michigan, the local county, and the municipalities wherein the facilities are located.
- f) LSCCS shall be responsible for providing means of connection to utilities, if applicable.
- g) LSCCS shall be financially responsible for providing phones at facility, if applicable and whenever possible.

- h) LSCCS shall at all times provide an active, qualified and competent supervisor who shall be authorized to represent and act for LSCCS in matters pertaining to the day to day operation of the facility. The Authority reserves the right of approval of the supervisor candidate prior to hiring. If at any time the Authority notifies LSCCS that the supervisor or his/her assistant(s) are unsatisfactory, LSCCS shall remedy the situation within 48 hours to the Authority's satisfaction. LSCCS further agrees to have at all times sufficient attendants on duty to render adequate service to the public, the Authority being the judge of the adequacy of such service.

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

LSCCS shall not employ any person or persons in or about any facility who are known to use improper language or act in a loud or boisterous or otherwise improper manner. Upon written notification by the Authority to LSCCS that a person employed by LSCCS is, in the Authority's opinion, disorderly, unsanitary, or otherwise unsatisfactory, LSCCS shall remedy the situation to the Authority's reasonable satisfaction, and failing that, the employee shall be removed from service at any of the facilities and shall not again be trained or employed by LSCCS at any facility without consent of the Authority. The Authority's failure to provide notification under this section shall not constitute any waiver by the Authority in respect of LSCCS's covenants under this section or consent to a course of conduct by employees.

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

LSCCS's attention is called to the requirement imposed by MCL 37.2209. LSCCS agrees that he will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement with respect to his hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related, to employment, because of his race, sex, color, religion, national origin or ancestry. Breach of this covenant will be regarded as a material breach of this Agreement.

- i) LSCCS, commencing on the date LSCCS first enters upon the location, in accordance with this Agreement, shall from that time until the expiration or earlier termination of this Agreement, maintain at LSCCS's cost, a commercial general liability policy in occurrence form. Such policy shall include products, completed operations, and

contractual liability coverage or endorsements, bodily injury liability coverage, shall not be self insured by LSCCS and shall have the following minimum limits:

1. \$1,000,000 per occurrence
2. \$2,000,000 aggregate

- j) LSCCS shall not conduct any activities under this agreement until they have obtained the insurance required under this section. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Huron-Clinton Metropolitan Authority. The limits required below do not limit the liability of LSCCS, and any and all deductibles and SIR's are the responsibility of LSCCS.

LSCCS shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence / \$2,000,000 aggregate for Personal Injury, Bodily Injury, and Property Damage.

- k) LSCCS shall provide the Authority with certificates of insurance on a standard ACORD form reflecting all coverages prior to commencing operations and at the Authority's request. LSCCS shall provide copies of current policies, with all applicable endorsements and provide contractual liability coverage.
- i. The policy shall provide that it shall not be subject to cancellation or any material change, which would or could affect the Authority. LSCCS shall provide the Authority evidence, satisfactory to the Authority, of the payment of the premium thereon.
 - ii. The liability policy obtained by LSCCS pursuant to this Section 2 and/or relating to LSCCS's use of the Location shall include an endorsement stating that the following shall be Additional Insured: "Huron-Clinton Metropolitan Authority, all elected and appointed officials, all employees and volunteers." It is understood and agreed that by naming the Huron-Clinton Metropolitan Authority as additional insured, coverage afforded is considered to be primary and any other insurance the Huron-Clinton Metropolitan Authority may have in effect shall be considered secondary and/or excess.
 - iii. Commercial General Liability Insurance shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (place contact name and address here).
 - iv. The Parties acknowledge and agree that the liability policy coverage minimums set forth in this Agreement shall not limit the liability of LSCCS to the Authority or to third parties in connection with LSCCS's activities and obligations under this Agreement.

l) Indemnity

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

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

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

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

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

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

m) Operations

- i. LSCCS shall not operate at any time when unsafe weather conditions exist or are imminent, as determined by operator in its sole discretion.
- ii. LSC Park Operations staff has the discretion to limit hours of operation if the operation conflicts with another park event.
- iii. Fees and charges will be set by LSCCS. The Authority reserves the right to approve rates.
- iv. Dates of operation will be established and agreed to by both parties on an annual basis; during which the hours of operation will be 9:00 a.m. to sunset.

- v. Equipment provided during normal operation days and hours shall be of sufficient quality and quantity to operate efficiently and to the satisfaction of the public.
 - vi. LSCCS shall inform Metropark patrons of the risks associated with the use of its non-motorized watercraft in circumstances presented at watercourses such as the Lake St. Clair, the Black Creek, and other associated water bodies. LSCCS shall take commercially reasonable means to document the patron's understanding of those risks, and shall use its best judgment to decline to service prospective patrons if, in LSCCS's professional opinion, the use of a non-motorized watercraft will pose a risk to the health and safety of the patron or of other Authority patrons.
- n) LSCCS shall procure at his own expense all required permits, licenses and meet all applicable operating, building, health and fire codes. It is the financial responsibility of LSCCS to ensure that equipment meets all State and Health Department Requirements.

o) Term and Termination.

The term of this Agreement ("Term") shall commence on the 1st day of May 2013 and expire on the 1st day of November, 2015.

A request to extend the terms of this agreement may be made by LSCCS ninety (90) days prior to the expiration date.

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

p) Notification.

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

Lake St. Clair Community Sailing
James E. Rodgers, President
46060 Private Shore Drive
Chesterfield, MI 48047
Phone: (586) 949-8036

Miscellaneous Provisions

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

GENERAL TERMS AND CONDITIONS

1. INSPECTION OF EQUIPMENT AND PREMISES

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

2. TERMINATION

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

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

3. USE OF FACILITIES

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

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

4. ALTERATIONS

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

5. FLAMMABLES

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

6. SANITATION

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

7. MAINTENANCE

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

8. ADVERTISING

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

9. TRAINING

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

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

Witnessed

Huron-Clinton Metropolitan Authority

_____ By: _____
Anthony V. Marrocco, Chairman

_____ And: _____
Timothy J. McCarthy, Secretary

_____ Date: _____

Witnessed

Lake St. Clair Community Sailing

_____ By: _____
James E. Rodgers, President

_____ And: _____
J. Theodore Everingham, Secretary

_____ Date: _____



HURON-CLINTON METROPOLITAN AUTHORITY

7 - B - 1

Meeting of April 11, 2013

To: Board of Commissioners
From: Paul Muelle, Chief of Natural Resources
Subject: Agreement – Six Rivers Regional Land Conservancy, Lake St. Clair Metropark
Date: March 28, 2013

Attached is a proposed Agreement with Six Rivers Regional Land Conservancy (SRRLC) to assist the Metroparks in the process of acquiring five parcels of property totaling approximately 110 acres adjacent to the Black Creek Marsh at Lake St. Clair Metropark. The Department of Natural Resources' Michigan Natural Resources Trust Fund (MNRTF) and the National Oceanic and Atmospheric Administration's (NOAA) Great Lakes Area of Concern Acquisition Program have provided funding for the land purchases. The Six Rivers Regional Land Conservancy has acquired a separate grant from the Carl's Foundation to cover any expenses incurred by the Conservancy.

This agreement has been reviewed by legal counsel, Miller Canfield.

Attachment: Agreement – Six Rivers Regional Land Conservancy

Recommendation: That the Board of Commissioners approve the Six Rivers Regional Land Conservancy Agreement as recommended by Chief of Natural Resources Paul Muelle and staff.

Agreement

Six Rivers Regional Land Conservancy

THIS AGREEMENT ("Agreement") is made and entered into by and between **Huron-Clinton Metropolitan Authority** ("HCMA"), 13000 High Ridge Drive, Brighton, Michigan 48114 and **Six Rivers Regional Land Conservancy** ("SRRLC"), a Michigan non-profit corporation, 4480 Orion Road, Rochester, Michigan 48306, collectively referred to as the "Parties."

The effective date of this Agreement shall be the last date on which any party signs the Agreement.

WHEREAS, HCMA desires to acquire property located in the Charter Township of Harrison, Macomb County, Michigan adjacent to Lake St Clair Metropark as shown in Exhibit A (each of the eight parcels shown therein as "Parcel" and all those Parcels acquired together the "Property"), to preserve and improve habitat and environmental and recreational values of the park; and

WHEREAS, SRRLC desires to provide services to assist HCMA in pursuing this acquisition of Property including negotiation, assistance in securing and transferring property to HCMA, funding consulting services necessary to implement Property transfer, and developing and executing documents as necessary to complete these land acquisitions; and

WHEREAS, SRRLC has secured foundation funding to cover its in-house costs and related resources toward the proposed Property acquisition; and

WHEREAS the National Oceanic and Atmospheric Administration (NOAA) provides grant funding under the Michigan Areas of Concern Land Acquisition program (AOC Program), administered by the Michigan Department of Environmental Quality (MDEQ), and the proposed Property acquisition has been approved for funding under that program; and

WHEREAS the Michigan Natural Resources Trust Fund (MNRTF) provides grant funding, administered by the Michigan Department of Natural Resources (MDNR), and the proposed Property acquisition has preliminarily been approved for funding under that program;

NOW THEREFORE, in consideration of the foregoing and the promises and mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, it is hereby agreed as follows:

HCMA and SRRLC agree to cooperate in good faith in pursuing said acquisition of Property as generally outlined herein, and in negotiating, developing and executing those studies, reports, applications and other instruments as necessary to complete this acquisition

1.0 HCMA Responsibilities:

1.1 HCMA will be the ultimate purchaser and owner of the Property.

1.2 As its principal contribution toward the proposed acquisition of Property, provide the services of its in-house staff, for such work as environmental review, wetlands assessment and other services regularly performed by HCMA.

1.3 Administer and fulfill the requirements of the grant for Property acquisition funding under NOAA's AOC Program.

1.4 Administer and fulfill the requirements of the grant for Property acquisition funding under the MNRTF.

1.5 Prepare and submit necessary letters and resolutions in support of pursuit of other funding sources toward the Property acquisition as necessary.

1.6 Issue requests for proposals (RFPs) for professional consulting services as necessary to acquire the Parcels (including but not necessarily limited to appraisals, property surveys, wetland surveys, environmental studies, title work and related services), and as necessary under NOAA's AOC Program and under MDNR's MNRTF program. [M1]

1.7 Enter into certain professional consulting service contracts. Costs and expenses associated with service contracts shall be reimbursed through applicable NOAA and/or MNRTF grants as approved.

1.8 If at any point, the HCMA does not have sufficient funds available to acquire a Parcel and it becomes apparent that adequate funds cannot be raised to acquire it, HCMA will be under no obligation to proceed further toward the proposed Parcel acquisition.

1.9 It is expressly understood that the HCMA will be under no obligation of any kind or nature to SRRLC for any costs or expenses incurred by SRRLC before, during, or after this Property acquisition project. [M2]

2.0 SRRLC Responsibilities:

2.1 SRRLC will, at no expense to HCMA, provide the services of its in-house staff and related resources in order to undertake and complete the necessary transactions toward the proposed Property acquisition.

2.2 Negotiate Parcel acquisition with land owners toward acquiring Parcels on behalf of the HCMA, and present the results of those negotiations to HCMA for its consideration

2.3 With prior written agreement and coordination with HCMA, secure ownership of the Parcels through option agreements or other instruments transferable to HCMA; or alternatively acquire Parcels in advance of ultimate transfer of Property to HCMA, as may be contingent upon the party's ability to raise the funds needed to complete the Property acquisitions; whichever method SRRLC determines to be the most efficient and effective approach in acquiring the Property.

2.4 Confer with the HCMA to define and implement steps necessary to closing the Parcels acquisition.

2.5 If HCMA and SRRLC agree on basic forms and procedures, and HCMA so requests in writing, SRRLC will draft, issue and receive requests for proposals (RFPs) for some or all professional consulting services (including but not necessarily limited to appraisals, property surveys, wetland surveys, environmental studies, title work and related services), and as necessary under NOAA's AOC Program and under MDNR's MNRTF program^[M3] SRRLC will submit to HCMA proposals received in response to RFP, for HCMA's approval and entering into contract(s).

2.6 Reimburse HCMA for HCMA's out-of-house expenses and costs associated with contracting for said professional services where appropriate and necessary, if those costs are not reimbursable through the grants; provided, however, that those costs shall not exceed a total of \$15,000.

2.7 Prepare and submit applications for private foundation funding for costs associated with this acquisition of Property, and for meeting local match requirements for public funding sources, including the AOC Program and the MNRTF program.

2.8 If at any point prior to formal closing on any Parcel, HCMA, in its sole discretion, elects not to proceed further in the Parcel acquisition, SRRLC will be under no obligation to proceed further. In the event HCMA elects not to proceed, HCMA shall have no cost or obligation due SRRLC or any party with whom SRRLC has been in contact.

3.0 General Provisions:

3.1 All notices and invoices under this contract are deemed given when mailed by first class mail, postage pre-paid, or personally delivered as follows:

For Huron-Clinton Metropolitan Authority

Director
Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
Brighton, MI 48114

For Six Rivers Regional Land Conservancy

Executive Director
Six Rivers Regional Land Conservancy
4480 Orion Road
Rochester, Michigan 48306

3.2 The obligations of the parties under this Agreement shall be null and void in event that any application for grant and/or funding referred to herein is not approved, unless otherwise agreed to by the parties.

3.3 This Agreement constitutes the entire Agreement between the parties and all previous communications between the parties, whether written or oral with reference to the subject matter of this Agreement, are hereby canceled and superseded.

3.4 If any provision of this Agreement violates any law, the remaining provisions of this Agreement shall continue in full force and effect.

3.5 This Agreement shall be interpreted and construed in all respects in accordance with the laws of the State of Michigan.

3.6 Failure or delay in performance of this Agreement by any party shall not be deemed to be a breach thereof when such failure or delay is occasioned by or due to any act of God, labor strike, lock-out, war, riot, epidemic, explosion, terrorism, breakage or accident to machinery or equipment, the binding order of any court or governmental authority or any other cause, whether of the kind enumerated here or otherwise, not within the control of the party claimed to be responsible for such failure or delay or other similar alleged breach of this Agreement.

3.7 Without the prior written consent of the governing body of any party, neither this Agreement, any interest created by this Agreement, or any claim arising under this Agreement shall be transferred or assigned by either party.

3.8 The parties agree and it is specifically understood that the parties' performance under this Agreement does not and shall not confer upon the SRRLC any right, title or interest in the Property except as stipulated herein.

3.9 This Agreement does not create or vest any rights or privileges in any third party not a party to this Agreement. Notwithstanding any other provision of this Agreement, this Agreement and actions taken by the parties under this Agreement will not and shall not be construed by any third party or any court of law as vesting any rights or privileges in any third party under any circumstances.

3.10 Nothing herein shall be construed to constitute any party to this Agreement, or their member communities, contractors, agents or assigns, as a joint venturer or agent or general partner of the other, nor do the parties intend to create or engage in a joint venture or joint venture partnership by entering into and satisfying the terms and conditions of this Agreement.

3.11 This Agreement may be modified or amended only by written agreement, duly authorized and executed, of the parties hereto.

3.12 This Agreement shall be effective and binding on the date on which the last of the parties signs this Agreement. This Agreement may be executed in counterpart originals, one of which shall be retained by each party and each of which may serve as the original of this Agreement.

3.13 The relationship between HCMA and SRRLC is not one of principal and agent, but rather of independent contracting parties. SRRLC shall have no power to bind, obligate, assume any liability or otherwise encumber, directly or indirectly, any of HCMA's money or assets or to constrain HCMA's decision making ability without HCMA's prior express and specific written consent and authorization, and any document or course of conduct purporting to bind, obligate, convey any liability or otherwise encumber, directly or indirectly, HCMA's money or assets or to constrain HCMA's decision making authority without HCMA's prior express and specific written consent and authorization shall be null and void and of no legal effect whatsoever.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement the day and year here written.

Huron-Clinton Metropolitan Authority

Dated: _____, 2013

By: Anthony V. Marrocco
Its: Chairman

Dated: _____, 2013

By: Timothy J. McCarthy
Its: Secretary

Six Rivers Regional Land Conservancy

Dated: _____, 2013

By: Christopher Bunch
Its: Executive Director



7 - B - 2
Meeting of April 11, 2013

HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: John P. McCulloch, Director
Subject: Financial Statements
Date: March 28, 2013

Controller Dolan will be able for review and discussion of the Financial Statements during the April Board meeting.



HURON-CLINTON METROPOLITAN AUTHORITY

7 - B - 3
Meeting of April 11, 2013

To: Board of Commissioners
From: Rebecca Franchock, Chief Accountant
Subject: 2013 First Quarter Budget Amendments
Date: March 28, 2013

In order to maintain compliance with 2013 Budget line item appropriation limits, monthly reviews have been made of General Fund Capital and Operational expenditure accounts. As a result of these reviews and subsequent review and approval by the Director and Controller, these appropriation adjustments have been recorded.

General Fund proposed 2013 Budget Amendments for this quarter total \$387,900.

\$96,100 (25 percent) of the \$387,900 in General Fund appropriation adjustments made represent appropriations transferred between different cost centers.

Appropriations totaling \$291,800 (75 percent) were made from the General Fund Balance for the following items:

1	\$ 8,700	Bench, program and garden donations – Kensington, Hudson Mills, Stony Creek and Lake Erie.
2	3,300	Funds from sale of cattle for herd diversification – Wolcott Mill Farm.
3	9,600	Police training – Lake St. Clair, Hudson Mills and Stony Creek.
4	21,400	Park and Police communication equipment – Kensington and Indian Springs.
5	24,000	Rip Slide operation – Stony Creek.
6	116,400	Rip Slide purchase – Stony Creek and Lake Erie.
7	2,000	Grant for Natural Resources program – Indian Springs.
8	12,000	Golf starter building snow guard – Kensington.
9	4,000	Catch basin improvement – Lake Erie.
10	16,800	Part-time staff to replace full-time staff – Lake St. Clair.
11	9,000	New lock system – Administrative Office.
12	64,000	Carryover for 2012 Major Maintenance projects – Lake St. Clair and Stony Creek.
	<u>\$ 291,800</u>	

2013 First Quarter Budget Amendments
Page Two

Please note that in addition to the above appropriation adjustments, Capital Projects (Funds), 2013 Budget Amendments are the following:

1	\$ 170,000	Carryover 2012 Supplemental Major Maintenance Project – Kensington.
	<u> </u>	
	<u>\$ 170,000</u>	

In addition, General Fund budgeted revenue has been increased by \$55,000 related to self-operation of the Rip Slide at Stony Creek.

Attachment: 2013 First Quarter Budget Amendments

Recommendation: That the Board of Commissioners approve the 2013 First Quarter Budget Amendments as recommended by Director McCulloch, Controller Dolan and staff.

Summary of Changes by Cost Center

	<u>Appropriations Transferred Out of Cost Center</u>	<u>Appropriations Transferred Into Cost Center</u>	<u>Appropriations Transferred Within Cost Center</u>	<u>Appropriations From Reserve</u>	<u>Total Appropriations Transferred</u>
<u>Capital Improvements</u>					
Lake St Clair	-	500	-	50,000	50,500
Kensington	-	-	-	12,000	12,000
Hudson Mills	(4,000)	-	-	-	(4,000)
<u>Equipment</u>					
Stony Creek	-	-	-	58,200	58,200
Lake Erie	-	-	-	58,200	58,200
<u>Major Maintenance</u>					
Stony Creek	-	-	-	14,000	14,000
<u>Operations</u>					
Administrative Office	(3,900)	-	-	9,000	5,100
Lake St Clair	(87,700)	900	-	20,000	(66,800)
Kensington	-	-	-	27,500	27,500
Lower Huron	(500)	-	-	-	(500)
Hudson Mills	-	4,000	-	3,500	7,500
Stony Creek	-	88,100	-	27,300	115,400
Lake Erie	-	-	-	4,700	4,700
Wolcott Mill	-	2,600	-	4,000	6,600
Indian Springs	-	-	-	3,400	3,400
Total Adjustments	<u>\$ (96,100)</u>	<u>\$ 96,100</u>	<u>\$ -</u>	<u>\$ 291,800</u>	<u>\$ 291,800</u>
<u>Supplemental Major Maintenance Fund</u>					
<u>Capital Improvements</u>					
Kensington	-	-	-	170,000	170,000
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 170,000</u>	<u>\$ 170,000</u>
Total All Funds	<u>\$ (96,100)</u>	<u>\$ 96,100</u>	<u>\$ -</u>	<u>\$ 461,800</u>	<u>\$ 461,800</u>



HURON-CLINTON METROPOLITAN AUTHORITY

7 - B - 4
Meeting of April 11, 2013

To: Board of Commissioners
From: Lisa Dolan, Controller
Subject: Consultant Selection for New Enterprise Resource Planning (ERP) System
Date: March 28, 2013

In an effort to implement a new Enterprise Resource Planning (ERP) System, staff needs to procure the assistance and advice of a Consultant who has experience with this process, understands municipal accounting and procedures, and who is familiar with qualified vendors that can provide the optimal system for our specific needs. The Consultant chosen would assist during the stages of IT Assessment, Needs Assessment, RFP Preparation and Distribution, ERP Selection, Contract Negotiations, and ERP Implementation.

Staff interviewed and requested the following firms to provide a quote on this ERP project:

<u>Name</u>	<u>Amt/Hr</u>	<u>Estimated Hours</u>	<u>Total Amount</u>
Plante & Moran*	\$200	437	\$87,400
UHY	\$176 - \$192	326 – 391	\$57,000 - \$75,000
Morgan Bradley	Did not quote		

*Plante & Moran included an additional 80 hours (at \$200/hr = \$16,000) to their proposal to assess our current IT department (personnel, equipment, current software, etc.).

Recommendation: That the Board of Commissioners approve the selection of Plante & Moran as Consultants, and approve their completion of the two projects, ERP selection and IT assessment and evaluation, at a total not to exceed \$87,400 as recommended by Controller Dolan and staff.

HURON-CLINTON METROPARKS MONTHLY STATISTICS**March, 2013**

PARK	MONTHLY VEHICLE ENTRIES		
	Current Year	Previous Year	Change
Lake St Clair	18,145	25,570	-29.0%
Wolcott Mill	3,134	1,743	79.8%
Stony Creek	21,917	31,790	-31.1%
Indian Springs	3,958	6,150	-35.6%
Kensington	40,926	61,328	-33.3%
Huron Meadows	2,759	6,094	-54.7%
Hudson Mills	13,298	17,607	-24.5%
Lower Huron	15,520	20,231	-23.3%
Willow	10,841	14,659	-26.0%
Oakwoods	2,826	3,388	-16.6%
Lake Erie	9,211	10,417	-11.6%
Monthly TOTALS	142,535	198,977	-28.4%

MONTHLY TOLL REVENUE		
Current Year	Previous Year	Change
\$ 34,448	\$ 85,899	-59.9%
\$ -	\$ -	0.0%
\$ 66,163	\$ 147,483	-55.1%
\$ 13,704	\$ 21,904	-37.4%
\$ 91,186	\$ 156,128	-41.6%
\$ 1,403	\$ 4,495	-68.8%
\$ 27,939	\$ 35,822	-22.0%
\$ 10,420	\$ 27,911	-62.7%
\$ 5,275	\$ 18,765	-71.9%
\$ 3,395	\$ 4,580	-25.9%
\$ 27,450	\$ 49,873	-45.0%
\$ 281,383	\$ 552,860	-49.1%

MONTHLY TOTAL PARK REVENUE		
Current Year	Previous Year	Change
\$ 49,431	\$ 102,023	-51.5%
\$ 14,199	\$ 18,456	-23.1%
\$ 91,462	\$ 202,515	-54.8%
\$ 27,833	\$ 54,541	-49.0%
\$ 134,392	\$ 234,396	-42.7%
\$ 2,945	\$ 45,661	-93.6%
\$ 42,091	\$ 51,183	-17.8%
\$ 15,696	\$ 33,276	-52.8%
\$ 7,594	\$ 36,737	-79.3%
\$ 4,783	\$ 6,553	-27.0%
\$ 52,654	\$ 96,235	-45.3%
\$ 443,080	\$ 881,575	-49.7%

PARK	Y-T-D VEHICLE ENTRIES		
	Current Year	Previous Year	Change
Lake St Clair	49,786	53,376	-6.7%
Wolcott Mill	5,708	3,768	51.5%
Stony Creek	54,343	65,515	-17.1%
Indian Springs	8,689	12,034	-27.8%
Kensington	100,026	129,456	-22.7%
Huron Meadows	10,308	10,923	-5.6%
Hudson Mills	28,557	36,701	-22.2%
Lower Huron	38,297	46,206	-17.1%
Willow	29,507	35,114	-16.0%
Oakwoods	7,034	8,236	-14.6%
Lake Erie	20,340	23,560	-13.7%
Y-T-D TOTALS	352,595	424,889	-17.0%

Y-T-D TOLL REVENUE		
Current Year	Previous Year	Change
\$ 99,880	\$ 141,949	-29.6%
\$ -	\$ -	0.0%
\$ 194,638	\$ 258,346	-24.7%
\$ 38,934	\$ 44,440	-12.4%
\$ 231,245	\$ 296,814	-22.1%
\$ 12,926	\$ 9,845	31.3%
\$ 72,186	\$ 86,043	-16.1%
\$ 29,535	\$ 65,639	-55.0%
\$ 14,905	\$ 29,710	-49.8%
\$ 8,560	\$ 11,976	-28.5%
\$ 62,535	\$ 91,461	-31.6%
\$ 765,344	\$ 1,036,223	-26.1%

Y-T-D TOTAL PARK REVENUE		
Current Year	Previous Year	Change
\$ 134,096	\$ 178,823	-25.0%
\$ 27,442	\$ 51,296	-46.5%
\$ 257,537	\$ 344,259	-25.2%
\$ 72,603	\$ 89,601	-19.0%
\$ 312,711	\$ 402,305	-22.3%
\$ 29,048	\$ 56,434	-48.5%
\$ 98,458	\$ 112,373	-12.4%
\$ 42,611	\$ 78,831	-45.9%
\$ 20,649	\$ 50,138	-58.8%
\$ 11,546	\$ 16,143	-28.5%
\$ 92,499	\$ 141,595	-34.7%
\$ 1,099,200	\$ 1,521,797	-27.8%

District	Y-T-D Vehicle Entries by Management Unit		
Eastern	109,837	122,659	-10.5%
Western	147,580	189,114	-22.0%
Southern	95,178	113,116	-15.9%

Y-T-D Toll Revenue by Management Unit		
\$ 294,518	\$ 400,295	-26.4%
\$ 355,291	\$ 437,142	-18.7%
\$ 115,535	\$ 198,786	-41.9%

Y-T-D Total Revenue by Management Unit		
\$ 419,075	\$ 574,378	-27.0%
\$ 512,820	\$ 660,712	-22.4%
\$ 167,305	\$ 286,707	-41.6%

ACTIVITY REPORT - GOLF

GOLF COURSE	MONTHLY ROUNDS		
	Current Year	Previous Year	Change
Wolcott Mill	0	467	-100.0%
Stony Creek	0	991	-100.0%
Indian Springs	0	1,160	-100.0%
Kensington	0	2,098	-100.0%
Huron Meadows	0	1,713	-100.0%
Hudson Mills	0	57	-100.0%
Willow	0	647	-100.0%
Lake Erie	0	887	-100.0%
Total Regulation	0	8,020	-100.0%
LSC Par 3	7	268	-
L. Huron Par 3	0	0	-
Total Golf	7	8,288	-99.9%

ROUNDS Y-T-D		
Current Year	Previous Year	Change
0	467	-100.0%
0	991	-100.0%
0	1,160	-100.0%
0	2,098	-100.0%
0	1,713	-100.0%
0	57	-100.0%
0	647	-100.0%
0	887	-100.0%
0	8,020	-100.0%
7	270	-
0	0	-
7	8,290	-99.9%

GOLF REVENUE Y-T-D		
Current Year	Previous Year	Change
\$ -	\$ 8,539	-100.0%
\$ 12,576	\$ 32,397	-61.2%
\$ -	\$ 23,921	-100.0%
\$ -	\$ 39,433	-100.0%
\$ -	\$ 35,047	-100.0%
\$ -	\$ 933	-100.0%
\$ -	\$ 12,569	-100.0%
\$ -	\$ 16,456	-100.0%
\$ 12,576	\$ 169,296	-92.6%
\$ 35	\$ 1,358	-
\$ -	\$ -	-
\$ 12,611	\$ 170,654	-92.6%

HURON-CLINTON METROPARKS MONTHLY STATISTICS

March, 2013

ACTIVITY REPORT - SUMMER ACTIVITIES

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

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

REVENUE Y-T-D		
Current Year	Previous Year	Change
\$ -	\$ -	-
\$ 400	\$ 200	100.0%
\$ -	\$ -	-
\$ -	\$ -	-
\$ -	\$ -	-
\$ 400	\$ 200	100.0%

PARK	Seasonal Activities this Month		
	Current Year	Previous Year	Change
Lake St. Clair			
Welsh Center	3	3	0.0%
Shelters	0	0	-
Boat Launches	1	270	-99.6%
Marina	0	0	-
Mini-Golf	0	0	-
Stony Creek			
Disc Golf Daily	451	2,573	-82.5%
Disc Golf Annual	26	27	-3.7%
Total Disc Golf	477	2,600	-81.7%
Shelters	41	75	-45.3%
Boat Rental	0	0	-
Boat Launches	0	3	-100.0%
Indian Springs			
Shelters	11	6	83.3%
Event Room	4	1	300.0%
Kensington			
Disc Golf Daily	99	1,303	-92.4%
Disc Golf Annual	13	24	-45.8%
Total Disc Golf	112	1,327	-1
Shelters	45	65	-30.8%
Boat Rental	0	0	-
Huron Meadows			
Shelters	1	5	-80.0%
Boat Rental	0	15	-100.0%
Hudson Mills			
Disc Golf Daily	577	1,488	-61.2%
Disc Golf Annual	26	37	-29.7%
Total Disc Golf	603	1,525	-60.5%
Shelters	15	14	7.1%
Canoe Rental	0	0	-
Lower Huron / Willow / Oakwoods			
LH Shelters	24	35	-31.4%
Willow Shelters	11	17	-35.3%
Lake Erie			
Shelters	9	10	-10.0%
Boat Launches	517	1,387	-62.7%
Marina	N/A	N/A	N/A

Seasonal Activities Y-T-D		
Current Year	Previous Year	Change
9	11	-18.2%
0	0	-
2	270	-99.3%
0	0	-
0	0	-
464	2,618	-82.3%
36	40	-10.0%
500	2,658	-81.2%
100	143	-30.1%
0	0	-
0	4	-100.0%
12	8	50.0%
25	12	108.3%
132	1,375	-90.4%
23	41	-43.9%
155	1,416	-89.1%
97	141	-31.2%
0	0	-
10	11	-9.1%
0	15	-100.0%
911	1,997	-54.4%
64	76	-15.8%
975	2,073	-53.0%
24	33	-27.3%
0	0	-
63	79	-20.3%
25	30	-16.7%
35	25	40.0%
659	1,744	-62.2%
N/A	N/A	N/A

Seasonal Revenue Y-T-D		
Current Year	Previous Year	Change
\$ 5,600	\$ 7,850	-28.7%
\$ 22,200	\$ 16,850	31.8%
NA	NA	NA
\$ -	\$ -	-
\$ -	\$ -	-
\$ 928	\$ 5,210	-82.2%
\$ 1,270	\$ 1,960	-35.2%
\$ 2,198	\$ 7,170	-69.3%
\$ 19,600	\$ 21,640	-9.4%
\$ -	\$ -	-
N/A	N/A	N/A
\$ 2,400	\$ 1,200	100.0%
\$ 21,500	\$ 11,300	90.3%
\$ 264	\$ 2,750	-90.4%
\$ 1,090	\$ 1,978	-44.9%
\$ 1,354	\$ 4,728	-71.4%
\$ 19,450	\$ 21,200	-8.3%
\$ -	\$ -	-
\$ 2,000	\$ 1,650	21.2%
\$ -	\$ 331	-100.0%
\$ 1,822	\$ 3,994	-54.4%
\$ 3,060	\$ 3,620	-15.5%
\$ 4,882	\$ 7,614	-35.9%
\$ 5,000	\$ 4,950	1.0%
\$ -	\$ -	-
\$ 12,600	\$ 12,900	-2.3%
\$ 5,000	\$ 4,540	10.1%
\$ 4,600	\$ 4,000	15.0%
N/A	N/A	N/A
\$ 20,265	\$ 20,320	-0.3%

HURON-CLINTON METROPARKS MONTHLY STATISTICS

March, 2013

PARK	Winter Sports this Month			Winter Sports Y-T-D		
	Current Year	Previous Year	Change	Current Year	Previous Year	Change
Lake St. Clair						
XC Skiers	0	0	-	17	7	142.9%
Ice Skaters	0	0	-	265	12	2108.3%
Ice Fishermen	1,350	0	#DIV/0!	6,954	791	779.1%
Stony Creek						
XC Skiers	54	0	#DIV/0!	1,994	570	249.8%
Ice Skaters	70	0	#DIV/0!	1,066	0	#DIV/0!
Sledders	220	0	#DIV/0!	6,929	1,130	513.2%
Ice Fishermen	200	0	#DIV/0!	835	117	613.7%
Indian Springs						
XC Skiers	22	0	#DIV/0!	258	33	681.8%
Sledders	43	0	#DIV/0!	594	230	158.3%
Kensington						
XC Skiers	76	0	#DIV/0!	1,517	202	651.0%
Ice Skaters	0	0	-	564	0	#DIV/0!
Sledders	277	0	#DIV/0!	3,363	2,556	31.6%
Ice Fishermen	107	0	-	372	35	962.9%
Huron Meadows						
XC Skiers	260	0	-	3,866	1,013	281.6%
Ice Fishermen	50	0	#DIV/0!	142	0	#DIV/0!
Hudson Mills						
XC Skiers	0	0	-	614	160	283.8%
Lower Huron						
Ice Skaters	0	0	-	319	0	#DIV/0!
Willow						
XC Skiers	0	0	-	146	59	147.5%
Ice Fishing	0	0	-	57	0	#DIV/0!
Sledders	0	0	-	1,592	919	73.2%
Lake Erie						
XC Skiers	0	0	-	13	14	-7.1%
Sledders	0	0	-	48	80	-40.0%
Fishing	227	514	-55.8%	755	875	-13.7%

INTERPRETIVE FACILITIES

March, 2013

TOTAL ATTENDANCE AND REVENUE	Monthly Attendance		YTD Attendance			Monthly Revenue		YTD Revenue		
	Current	Previous	Current	Previous	Change	Current	Previous	Current	Previous	Change
Lake St Clair	6,815	26,036	15,690	34,822	-54.9%	\$ 873	\$ 1,352	\$ 2,900	\$ 3,545	-18.2%
Wolcott Mill	2,814	2,354	5,311	5,251	1.1%	\$ 1,728	\$ 1,266	\$ 2,341	\$ 2,162	8.3%
Wolcott Farm	12,741	4,979	16,158	10,230	57.9%	\$ 4,898	\$ 1,129	\$ 6,389	\$ 2,981	114.3%
Horse/Tractor Rides						\$ 441	\$ 113	\$ 441	\$ 113	100.0%
Livestock/Produce						\$ 2,045	\$ 3,377	\$ 7,467	\$ 30,297	-75.4%
Stony Creek	7,190	22,388	19,464	50,773	-61.7%	\$ 2,165	\$ 2,376	\$ 6,842	\$ 8,405	-18.6%
Indian Springs	7,459	6,239	17,500	15,669	11.7%	\$ 6,050	\$ 5,504	\$ 7,756	\$ 7,727	0.4%
Kensington NC	18,098	33,763	55,640	69,936	-20.4%	\$ 1,289	\$ 3,132	\$ 2,799	\$ 4,269	-34.4%
Kensington Farm	35,044	37,526	44,919	48,211	-6.8%	\$ 14,900	\$ 7,870	\$ 18,993	\$ 11,515	64.9%
Horse/Tractor Rides						\$ 2,176	\$ 2,535	\$ 3,052	\$ 4,220	-27.7%
Livestock/Produce						\$ 5,251	\$ 4,678	\$ 6,109	\$ 5,296	15.4%
Mobile Center	1,888	2,054	6,938	6,953	-0.2%	\$ 1,638	\$ 1,394	\$ 4,351	\$ 2,835	53.5%
Hudson Mills	3,868	3,626	9,143	9,062	0.9%	\$ 3,077	\$ 2,392	\$ 5,283	\$ 4,483	17.8%
Oakwoods	14,462	11,827	31,985	31,406	1.8%	\$ 1,388	\$ 1,573	\$ 2,325	\$ 3,767	-38.3%
Lake Erie	12,350	13,801	26,540	35,389	-25.0%	\$ 1,085	\$ 893	\$ 1,908	\$ 1,482	28.7%
Totals	122,729	164,593	249,288	317,702	-21.5%	\$ 49,004	\$ 39,584	\$ 78,956	\$ 93,097	-15.2%

BREAKDOWN OF ATTENDANCE	ON-SITE Programs and Attendance				OFF-SITE Programs and Attendance				Other Visitors	
	Programs		Attendance		Programs		Attendance			
	Current	Previous	Current	Previous	Current	Previous	Current	Previous	Current	Previous
Lake St Clair	51	96	1,459	7,384	9	12	140	108	5,216	18,544
Wolcott Mill	40	43	1,128	1,094	-	4	-	153	1,686	1,107
Wolcott Farm	42	20	6,732	1,273	2	1	2,550	700	3,459	3,006
Stony Creek	21	33	1,046	1,974	14	16	1,080	1,328	5,064	19,086
Indian Springs	77	104	3,541	2,129	1	-	93	-	3,825	4,110
Kensington NC	50	81	1,517	2,209	11	79	705	5,489	15,876	26,065
Kensington Farm	149	187	3,882	4,550	4	-	120	-	31,042	32,976
Mobile Center	59	61	1,615	1,579	1	1	273	475		
Hudson Mills	40	39	1,284	908	3	4	84	218	2,500	2,500
Oakwoods	17	30	666	938	17	13	1,498	1,358	12,298	9,531
Lake Erie	17	17	836	156	-	1	-	25	11,514	13,620
Totals	563	711	23,706	24,194	62	131	6,543	9,854	92,480	130,545